



Long Creek Watershed Management District Board of Directors Meeting

Agenda: May 24, 2023, 2:00p.m. to 4:30p.m.

Location: Portland Sheraton at Sable Oaks, 200 Sable Oaks Drive, South Portland, Maine

Time	Agenda Item	Attachment	Page(s)
2:00 — 2:05	1. Call to Order		
2:05 — 2:10	2. Minutes: March 22, 2023, Board Meeting <i>Proposed Motion: Motion to approve the March 22, 2023, Board meeting minutes.</i>	Attachment A	1 — 7
2:10 — 2:20	3. Treasurer's Report: April Financial Report	Attachment B	8 — 22
2:20 — 2:30	4. Public Hearing: Adoption of Remote Participation Policy in Accordance with 1 M.R.S. § 403-B <i>Proposed Motion: Motion to adopt the Remote Participation Policy and to authorize the Chair to sign the Policy on behalf of the Board.</i>	Attachment C	23 — 25
2:30 — 2:40	5. Best Management Practices Easement Deed, GGP-Maine Mall L.L.C.: <i>Proposed Motion: Motion to accept Best Management Practices Easement Deed from GGP Maine Mall L.L.C. for Tax Map 3, Lot 114A.</i>	Attachment D	26 — 39
2:40 — 2:50	6. Change Order No. 4, Acorn Engineering, Inc.: <i>Proposed Motion: Motion to authorize the Executive Director to enter into a change order with Acorn Engineering, Inc. in the amount of \$10,906 to revise the Engineering Design Services Agreement for the Long Creek South Branch BMP Retrofits Project.</i>	Attachment E	40 — 44
2:50 — 3:50	7. Long Creek Watershed Management Plan: Status of Implementation		
3:50 — 4:20	8. Public Comment(s)		
4:20 — 4:30	9. Next Meeting		
4:30	10. Adjourn		

ATTACHMENT A



Minutes from March 22, 2023, Meeting

Location: Remote participation due to COVID-19; members of the public may join the meeting by virtually by clicking this link [Microsoft Teams Meeting](#) or may participate in the meeting telephonically by calling (207) 352-4212 and entering conference ID: 723 649 432#.

1. **Call to Order:** Mr. Dillon call the meeting to order at 9:02a.m.
2. **Roll Call:**
 - a. Attendance: Angela Blanchette, Peter Connell, Fred Dillon, Cindy Dionne, Eric Dudley, Brian Goldberg, Will Haskell, Jason Kenney, Ron Lessard, Richard Matthews, Doug Roncarati
 - b. Absent: Curtis Bohlen, Sean Donohue, Craig Gorris
 - c. Staff/Guests: Peter Carney (Long Creek Watershed Management District); Jim Katsiaficas, Esq. (Perkins Thompson); Joe Siviski, Esq. (Perkins Thompson); Chris Brewer (Cumberland County Soil & Water Conservation District); Jeff Bilezikian (BFE Ventures, LLC)
3. **Review of Board Meeting Minutes:**
 - a. The Board reviewed the minutes from the November 22, 2022, meeting.
 - b. The Board reviewed the minutes from the January 26, 2023, meeting.
 - c. **Mr. Haskell made a motion to approve the November 22, 2022, and January 26, 2023, Board meeting minutes. Mr. Roncarati seconded the motion. The motion carried unanimously, with Mr. Connell, Mr. Lessard, and Mr. Matthews abstaining as they were not present at those meetings.**
4. **Treasurer's Report:**
 - a. Mr. Brewer noted that the \$31,950 expense posted against account 5047 for BMP inspection and maintenance appearing in the February Financial Report is for work completed in the late summer and fall of 2022.
 - b. Mr. Brewer said he and Mr. Carney are working with the vendor to get the 2022 inspection and maintenance reports, which are required before the invoice is paid.
 - c. Mr. Brewer noted that the District's current total cash balance is \$4.1 million, however, the District is planning to spend \$1.6 million for the South Branch BMP Retrofits project this summer.
 - d. Mr. Brewer advised that the balance of Accounts Receivable as of today is \$409,047, much of which is attributable to only a few accounts.
 - e. Budget tracking is consistent with anticipated expenses; however, pavement sweeping from late 2022 has not yet been invoiced. Mr. Brewer and Mr. Carney are working with the pavement sweeping contractor to complete the tracking workbook to ensure that invoices for 2022 work are processed before sweeping starts this spring.
 - f. The latest invoice from P.C. Sexton WIT Companies, LLC is for work completed over the winter of 2022/2023 for the Sustainable Winter Management program.
 - g. Mr. Goldberg asked whether the Board would be receiving an update from Mr. Sexton for work performed during the winter of 2022/2023.

- h. Mr. Carney said he will coordinate with Mr. Sexton to present a summary report of this winter's work at a future Board meeting.
- i. Mr. Roncarati noted that the City of Portland would like to get on Board with the Sustainable Winter Management program and would like to be included in the next round of landowners that are brought into the program.

5. Motion to Amend Board Agenda re: Philbrook Avenue Associates LLC Easement:

- a. Mr. Carney requested that the Board amend the agenda to include consideration of acceptance of an easement from Philbrook Avenue Associates LLC pertaining to the South Branch BMP Retrofits project.
- b. **Mr. Roncarati made a motion to include consideration of acceptance of an easement from Philbrook Avenue Associates LLC pertaining to the South Branch BMP Retrofits project. Mr. Goldberg seconded the motion. The motion carried unanimously.**

6. Change Order, GZA GeoEnvironmental, Inc., Water Quality Monitoring Services Agreement:

- a. Mr. Carney gave an overview of the change order which is for post-project data collection for the Main Stem Restoration Project.
- b. The change order is in the amount of \$9,850 to perform habitat and benthic macroinvertebrate assessments in both the restoration and references reaches of the main stem of Long Creek, which were identified in advance of the Main Stem Restoration Project.
- c. The purpose of collecting the data is to compare pre-project data with post-project data to measure what was gained through the restoration project.
- d. Mr. Carney noted that habitat and benthic macroinvertebrate assessments had been performed annually in 2019, 2020, and 2021 to collect information immediately before and immediately after the construction of the Main Stem Restoration Project. During the fiscal year 2023 and 2024 budget discussions it was decided that the habitat and benthic macroinvertebrate assessments should be performed only in years where rock basket macroinvertebrate sampling took place, rather than annually.
- e. Mr. Carney noted that rock basket macroinvertebrate sampling is scheduled in 2023.
- f. Ms. Blanchette asked whether the scope of work was the subject of a separate request for proposals.
- g. Mr. Carney responded that the original scope of work in 2019 was the subject of a separate request for proposals. The process, however, was not a competitive bidding process. Rather, an amendment to the contract at the time was made under the change order provisions of the District's procurement policy.
- h. **Mr. Haskell made a motion to authorize the Executive Director to enter into a change order with GZA GeoEnvironmental, Inc. in the amount of \$9,850 to perform habitat and benthic macroinvertebrate assessments in accordance with the proposed change order. Ms. Dionne seconded the motion. The motion carried unanimously.**

7. Change Order No. 5, Maritime Farms & Land Management, LLC, Landscaping Services Agreement:

- a. Mr. Carney provided a summary of the proposed change order.
- b. The first item is to add routine landscaping activities for forebays and ditch lines on 2 Thomas Drive, 4 Thomas Drive, and 8 Thomas Drive as reflected in the attached table. These activities are being added to alleviate the need for future non-routine maintenance work.

- c. The next item is to replace three tree silk lilacs in the Gorham Road median. Mr. Carney noted that many of the tree silk lilacs along the Gorham Road medians have died or are severely stressed due to environmental conditions in the medians. It is proposed that three tree silk lilacs be replaced as a test to see if revised planting methods, soil amendments, and watering, would improve survivability.
 - d. Mr. Carney noted that the grassed areas of the Gorham Road medians are primarily crab grass which is brown most of the year. One section of grassed area in the Gorham Road median was seeded with white clover last year as a test. The test was successful in that the white clover remained green and provided much better stabilization of soils. Today's proposal is for aeration and seeding of all grassed areas within the Gorham Road medians with white clover.
 - e. Mr. Carney advised that the contractor performed trash removal into January of 2023 due to lack of snow cover under the "on-call" services budget for calendar year 2023. The amount of trash removal performed in January exhausted the "on-call" services budget for 2023 due to the work need to remove a number of abandoned encampments, particularly in the Main Stem Restoration Area. An additional budget for trash removal is proposed for the remainder of the 2023 calendar year at a rate of \$58.00 per hour, subject to a cap of \$5,000.
 - f. Mr. Carney advised that invasive plant species are starting to appear in several of the District's constructed projects, including the Maine Mall Gravel Wetland, the Mall Plaza underdrained soil filter, and on the floodplain of the Main Stem Restoration Project. A budget for invasive plant management is proposed for calendar year 2023 at a rate of \$58.00 per hour, subject to a cap of \$5,000.
 - g. Mr. Carney noted that the Long Creek watershed has experienced periods of drought over the past several summers resulting in severe stress on plantings, particularly new plantings, such as the trees in the Gorham Road medians which have no source of irrigation. A budget for watering trees and plants is proposed for calendar year 2023 at a rate of \$58.00 per hour, subject to a cap of \$5,000.
 - h. Mr. Dillon noted there is a typographical error in the proposed motion in the Board pack which states "in the amount of \$6,916.25 for labor and materials to replace eight trees in the Gorham Road medians." The amount in the draft change order in the Board packet is \$26,730.00 which reflects the scope of work identified in the draft change order.
 - i. **Ms. Blanchette made a motion to authorize the Executive Director to enter into a change order to the Landscaping Services Agreement with Maritime Farms & Land Management, LLC, in the amount of \$26,730 for the work outlined in the draft change order included in today's Board packet. Mr. Roncarati seconded the motion. The motion carried unanimously.**
- 8. 75 Darling Preble Street, LLC, 75 Darling Avenue, Private BMP Incentive Program Application:**
- a. Mr. Carney explained that an application was submitted by 75 Darling Preble Street, LLC under the Private BMP Incentive Program for the property located at 75 Darling Avenue in South Portland, which is a "participating landowner" property.
 - b. The proposal pertains to the construction of a roof drip edge filter to treat stormwater from the roof of the building on the site. The roof drip edge filter is being proposed as part of a larger renovation project at 75 Darling Avenue that involves the addition of a loading dock

- and paved areas to support delivery trucks and employee/visitor parking for Preble Street's proposed commercial kitchen. The proposed site improvements will result in a net increase of approximately 3,200 square feet of impervious area.
- c. Runoff from the existing building and portions of the property's driveway currently flow to an existing Filterra tree filter BMP that was constructed and is managed by the District.
 - d. The Filterra unit currently receives runoff from approximately 81,100 square feet of impervious and developed area.
 - e. The proposed roof drip edge filter BMP will treat approximately 16,000 square feet of the existing building's roof. Runoff from the roof that is captured in the roof drip Edge filter will bypass the Filterra unit and enter directly into the existing municipal stormwater drainage system located along Darling Avenue.
 - f. The decrease of approximately 16,000 square feet of impervious area would reduce the total drainage area of the Filterra unit to approximately 65,000 square feet of impervious and developed area.
 - g. Removing the existing roof's impervious area from flowing into the Filterra unit will allow the Filterra to more efficiently treat stormwater as the result of the reduced amount of impervious area from which stormwater would flow into the unit.
 - h. Mr. Carney advised that he, Mr. Dillon, and Mr. Roncarati reviewed the application in accordance with the scoring selection process in the request for proposals, with each of the reviewers scoring the proposal with 75 points, or more, under which the project is eligible for the maximum award of 75% of eligible project costs, subject to a cap of \$50,000.
 - i. Mr. Goldberg inquired how stormwater from the roof would get into the drip edge filter.
 - j. Mr. Carney responded that typically downspouts attached to the side of the building would deliver stormwater to a drip edge filter.
 - k. Ms. Blanchette noted that while the proposed construction cost of the roof drip edge filter is \$15,640, actual construction costs in the current economic environment typically far exceed anticipated construction costs.
 - l. Ms. Blanchette suggested that since this is the type of project that we want to encourage under the Private BMP Incentive Program, the Board should consider potentially higher than anticipated construction costs when considering the award.
 - m. In response to Ms. Blanchette's comments, there was a consensus that an award be made in the amount of 75% of the eligible project cost, subject to a cap of \$20,000.
 - n. **Mr. Blanchette made a motion to award 75% of the eligible project cost, subject to a cap of \$20,000, to 75 Darling Preble Street, LLC for the roof drip line filter project outlined in the proposal included in today's Board packet. Mr. Goldberg seconded the motion. The motion carried unanimously.**

9. Review of Board Member Duties and Obligations. In the interest of limited time, this item was tabled to the next meeting.

10. Annual Nomination and Election of Board Officers — Chair, Vice Chair, Treasurer, and Secretary:

- a. Mr. Carney noted that LCWMD's organizational documents require that an "annual meeting" be held by the Board each year at which time the Board elects a Chair, Vice Chair, Treasurer, and Secretary for the following year.

- b. Mr. Carney advised the Board that the annual election of officers typically took place at the “Annual Landowner Meeting,” however, that meeting was not held in 2022 due to the COVID-19. The last election of officers took place at a regular meeting in January 2022.
- c. The Board briefly discussed retaining the same slate of officers for the ensuing year, that being Mr. Dillon as Chair, Mr. Roncarati as Vice Chair, Mr. Bohlen as Treasurer, and Mr. Goldberg as Secretary.
- d. **Ms. Dudley made a motion to nominate and elect as officers, Mr. Dillon for the position of Chair, Mr. Roncarati for the position of Vice Chair, Mr. Bohlen for the position of Treasurer, and Mr. Goldberg for the position of Secretary. Mr. Haskell seconded the motion. The motion carried unanimously.**

11. Discussion: 2023 Annual Landowner Meeting:

- a. Mr. Carney noted that the last in-person “annual landowner meeting” was held in 2019, but the meeting was not held in subsequent years due to COVID-19.
- b. Mr. Carney sought a consensus from the Board on whether it was time to bring back the annual landowner meeting and suggested that, if so, we should consider holding the meeting in May, which was the typical time previous annual landowner meetings had been held.
- c. A discussion ensued and the Board arrived at the consensus that the annual landowner meeting should be held in May, with the preference for holding the meeting at the Portland Sheraton at Sable Oaks which was the prior location for the annual meetings.
- d. Mr. Carney agreed to contact the Portland Sheraton at Sable Oaks to see if the annual meeting could be coordinated for May.
- e. A discussion ensued about the potential to hold future meetings in a “hybrid” format moving forward, meaning a combination of in-person and remote attendance. It was noted that while COVID-19 is less prevalent there are reports of recent cases.
- f. Mr. Katsiaficas agreed to work with Mr. Carney to update the Board’s Remote Participation policy to accommodate hybrid meetings, if possible.

12. Philbrook Avenue Associates LLC, Accept Best Management Practices Easement Deed, South Branch BMP Retrofits Project:

- a. Mr. Carney provided background on the easement included in today’s Board packet which pertains to construction of the South Branch BMP Retrofits Project.
- b. Mr. Carney said two properties are implicated for the construction project, one for today’s subject property owned by Philbrook Avenue Associates LLC and one for the adjacent GGP-Maine Mall L.L.C. property.
- c. Mr. Carney advised that today’s request is for the Board to accept the Philbrook Avenue Associates, LLC easement, following which final signature of the GGP-Maine Mall L.L.C. easement will be requested.
- d. Mr. Katsiaficas advised the Board that, as a public entity, the District needs to formally “accept” the easement.
- e. **Mr. Roncarati made a motion to accept the above-referenced Best Management Practices Easement Deed. Mr. Haskell seconded the motion. The motion carried unanimously.**

- 13. Public Comment(s):** Mr. Bilezikian, principal of the entity that owns the property where the Christmas Tree Shops business is located, said he was happy to see that the Board is group of caring stewards working in the watershed on behalf of participating landowners.
- 14. Next Meeting:** Mr. Carney agreed to send a poll to the Board to determine the date of the next meeting.
- 15. Adjourn:** The meeting adjourned at 10:48a.m.

DRAFT

Board attendance and voting record:

Board Member	Attendance	Approve November 22, 2022, Minutes	Approve January 26, 2023, Minutes	Motion to Amend Agenda to Include Consideration of Easement	Change Order, GZA GeoEnvironmental, Inc., Water Quality Monitoring Services Agreement	Maritime Farms & Land Management, LLC — Landscaping Services Agreement, Change Order No. 5	75 Darling Avenue, Private BMP Incentive Program Application	Nomination and Election of Board Officers	Philbrook Avenue Associates LLC Easement
Blanchette	Y	Y	Y	Y	Y	Y	Y	Y	Y
Bohlen	N	—	—	—	—	—	—	—	—
Connell	Y	A	A	Y	Y	Y	Y	Y	Y
Dillon	Y	Y	Y	Y	Y	Y	Y	Y	Y
Dionne	Y	Y	Y	Y	Y	Y	Y	Y	Y
Donahue	N	—	—	—	—	—	—	—	—
Dudley	Y	Y	Y	Y	Y	Y	Y	Y	Y
Goldberg	Y	Y	Y	Y	Y	Y	Y	Y	Y
Gorris	N	—	—	—	—	—	—	—	—
Haskell	Y	Y	Y	Y	Y	Y	Y	Y	Y
Kenney	Y	Y	Y	Y	Y	Y	Y	Y	Y
Lessard	Y	A	A	Y	Y	Y	Y	Y	Y
Matthews	Y	A	A	Y	Y	Y	Y	Y	Y
Roncarati	Y	Y	Y	Y	Y	Y	Y	Y	Y

ATTACHMENT B



Financial Report

Long Creek Watershed Management District
For the period ended April 30, 2023

Prepared by
Christopher Brewer, Fiscal Agent

Prepared on
May 17, 2023

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Financial Reports Include:

1. Balance Sheet: presents a snapshot of the District as of the end of the month. The report calculates what the District is worth by subtracting all of the money the district owes (liabilities) from everything it owns (assets). The total includes the net income for the fiscal year to date. This report is required by the Documentation of Internal Control Structure.
2. Profit and Loss: summarizes the income and expenses for the month, to determine if the District is operating at a profit or loss. The report shows subtotals for each income or expense account. The last line shows the net income or loss for the month. This report is required by the Documentation of Internal Control Structure.
3. Withdrawals by Bank Account: details all outgoing transactions from the bank accounts. This report is required by the Documentation of Internal Control Structure.
4. Deposit Listing by Bank Account: details all deposits into the bank accounts. This report is required by the Documentation of Internal Control Structure.
5. Accounts Receivable Aging Summary: This report summarized the status of unpaid invoices and statement charges in Accounts Receivable. For each customer the report shows what the customer owes for the current and previous billing periods. This report is required by the Documentation of Internal Control Structure.
6. Accounts Payable Aging Summary: summarizes the status of unpaid bills in the Accounts Payable showing what is owed, who it is owed to and when it is due. This report is required by the Documentation of Internal Control Structure.
7. Expenses by Vendor Summary: summarizes the total payments to vendors during the fiscal year. This report is one of the tools used to monitor contractual payments to vendors.
8. Profit and Loss Budget Performance: summarizes the income and expenses for the month, to determine if the District is operating at a profit or loss compared to the estimated budget. The report shows subtotals for each income or expense account which are also compared to the estimated budget. This report is required by the Documentation of Internal Control Structure.

Profit and Loss

April 2023

		Total
	Apr 2023	Jul 2022 - Apr 2023 (YTD)
INCOME		
4100 ADMINISTRATION	4,678.32	195,281.99
4200 CONSTRUCTION AND MAINTENANCE	15,059.77	855,499.91
4201 Drainage Maintenance Agreement		316.00
Total 4200 CONSTRUCTION AND MAINTENANCE	15,059.77	855,815.91
4500 GOOD HOUSEKEEPING	8,964.02	345,374.02
4600 MONITORING	2,055.69	84,795.26
4810 FINANCE CHARGES	2,026.71	18,603.42
4820 INTEREST	1,036.15	9,508.76
Sales		175.00
Total Income	33,820.66	1,509,554.36
GROSS PROFIT		
	33,820.66	1,509,554.36
EXPENSES		
5030 BAD DEBT		1,554.81
5040 CONSTRUCTION		
5041 BMP Repair & Replacment Reserve		39,234.13
5042 Engineering		242.50
5044 Permit Fees		-575.00
5047 Inspection and Maintenance		63,450.00
5049 Landscaping of Const. Proj.	7,660.00	78,614.50
Total 5040 CONSTRUCTION	7,660.00	180,966.13
5060 MONITORING EXPENSE	6,531.62	15,625.97
5061 Watershed Monitoring		36,317.49
Total 5060 MONITORING EXPENSE	6,531.62	51,943.46
5090 EQUIPMENT		2,932.50
6000 PROGRAM EXPENSE		
6002 Loan Payment		75,758.30
Total 6000 PROGRAM EXPENSE		75,758.30
6160 DUES AND SUBSCRIPTIONS	428.12	1,594.12
6180 INSURANCE		
6181 Liability Insurance		8,719.00
Total 6180 INSURANCE		8,719.00
6250 POSTAGE AND DELIVERY		19.00
6270 PROFESSIONAL FEES		
6271 Consultant-Engineer	31.25	38,623.75
6272 Legal Fees	688.00	4,630.00
6273 Accounting		9,300.00
6275 Plan Implementation	11,240.75	88,301.75
6276 Sweeping	2,684.77	50,685.46
6283 Waste Management	3,717.95	16,900.57
Total 6270 PROFESSIONAL FEES	18,362.72	208,441.53

	Apr 2023	Jul 2022 - Apr 2023 (YTD)	Total
6340 TELEPHONE	182.27		929.22
6350 TRAVEL			
6354 Travel	41.92		188.69
6355 Conferences			817.00
Total 6350 TRAVEL	41.92		1,005.69
6550 SUPPLIES			79.78
7200 Salaries & Related Expenses			527.00
7220 Salaries & Wages	7,425.62		76,398.21
7245 Employee Benefits - Simple IRA	222.76		2,291.90
7250 Payroll Taxes, etc.	568.06		5,844.46
7260 Payroll Processing & Fees	50.00		499.00
7270 Workers Comp Insurance			-65.91
Total 7200 Salaries & Related Expenses	8,266.44		85,494.66
Total Expenses	41,473.09		619,438.20
NET OPERATING INCOME	-7,652.43		890,116.16
NET INCOME	\$ -7,652.43		\$890,116.16

Balance Sheet

As of April 30, 2023

	As of Apr 30, 2023	As of Apr 30, 2022 (PY)	Total % Change
ASSETS			
Current Assets			
Bank Accounts			
1110 MCB Checking	10,000.81	2,002.53	399.41 %
1116 MCB Savings Base	200,000.00	200,000.00	0.00 %
1117 MCB Sweep Savings	3,863,272.52	3,497,877.81	10.45 %
1117R Non-Routine Maintenance Reserve	205,850.87		
Total 1117 MCB Sweep Savings	4,069,123.39	3,497,877.81	16.33 %
Total Bank Accounts	4,279,124.20	3,699,880.34	15.66 %
Accounts Receivable			
1200 ACCOUNTS RECEIVABLE	420,364.97	383,450.13	9.63 %
Total Accounts Receivable	420,364.97	383,450.13	9.63 %
Other Current Assets			
12100 Performance Guarantee	33,050.00	33,050.00	0.00 %
1400 ALLOWANCE FOR DOUBTFUL ACCOUNTS	-82,983.16	-33,426.12	-148.26 %
1499 UNDEPOSITED FUNDS	3,443.56	0.00	
Total Other Current Assets	-46,489.60	-376.12	-12,260.31 %
Total Current Assets	4,652,999.57	4,082,954.35	13.96 %
Fixed Assets			
1700 FIXED ASSETS			
1740 Infrastructure	194,074.09	194,074.09	0.00 %
1740-02 B21 Blanchette Br. Restoration	611,612.80	611,612.80	0.00 %
1740-03 Darling Avenue Improvements	572,926.52	572,926.52	0.00 %
1740-07 Mall Plaza Improvements	1,256,737.05	1,256,737.05	0.00 %
1740-09 Philbrook Ave Improvements	428,967.91	428,967.91	0.00 %
1740-11 B21 Col. Westbrook Improvements	207,979.14	207,979.14	0.00 %
1740-16 Port Resources Improvements	51,745.00	51,745.00	0.00 %
1740-20 C08 Fairchild Improvements	259,759.13	259,759.13	0.00 %
1740-21 Gorham Road Improvements	491,412.26	491,412.26	0.00 %
1740-22 Maine Mall Road Improvements	693,732.87	693,732.87	0.00 %
1740-23 GGP Gravel Wetland	664,216.29	664,216.29	0.00 %
Total 1740 Infrastructure	5,433,163.06	5,433,163.06	0.00 %
1780 Construction in Process	0.00	0.00	
1786 South Branch BMP Retrofits E-34	171,461.90	154,388.38	11.06 %
Total 1780 Construction in Process	171,461.90	154,388.38	11.06 %
1790 Accumulated Depreciation	-995,651.65	-886,988.39	-12.25 %
Total 1700 FIXED ASSETS	4,608,973.31	4,700,563.05	-1.95 %
Total Fixed Assets	4,608,973.31	4,700,563.05	-1.95 %
TOTAL ASSETS	\$9,261,972.88	\$8,783,517.40	5.45 %

	As of Apr 30, 2023	As of Apr 30, 2022 (PY)	Total % Change
LIABILITIES AND EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
2000 ACCOUNTS PAYABLE	41,282.29	50,973.46	-19.01 %
Total Accounts Payable	41,282.29	50,973.46	-19.01 %
Credit Cards			
1114 Credit Card	569.29	404.33	40.80 %
Total Credit Cards	569.29	404.33	40.80 %
Other Current Liabilities			
2210 Accrued Vacation	1,801.74	1,801.74	0.00 %
Payroll Liabilities			
Federal Unemployment (940)	42.00	0.00	
Simple IRA Catch-Up	4,210.70		
TD Ameritrade Simple-IRA Catch-up	-4,210.70	0.00	
Total Payroll Liabilities	42.00	0.00	
Total Other Current Liabilities	1,843.74	1,801.74	2.33 %
Total Current Liabilities	43,695.32	53,179.53	-17.83 %
Long-Term Liabilities			
2700 MM BOND BANK	681,824.70	757,583.00	-10.00 %
Total Long-Term Liabilities	681,824.70	757,583.00	-10.00 %
Total Liabilities	725,520.02	810,762.53	-10.51 %
Equity			
3000 NET ASSETS	7,646,336.70	7,299,117.61	4.76 %
Net Income	890,116.16	673,637.26	32.14 %
Total Equity	8,536,452.86	7,972,754.87	7.07 %
TOTAL LIABILITIES AND EQUITY	\$9,261,972.88	\$8,783,517.40	5.45 %

Checks and Credit Card Charges by Date

April 2023

Date	Transaction Type	Num	Posting	Name	Memo/Description	Account	Split	Amount
04/01/2023	Credit Card Expense		Yes	VERIZON		1114 Credit Card	6340 TELEPHONE	91.17
04/03/2023	Bill Payment (Check)	1141	Yes	CUMBERLAND COUNTY SWCD		1110 MCB Checking	2000 ACCOUNTS PAYABLE	-15,736.65
04/12/2023	Bill Payment (Check)	1142	Yes	CARD SERVICES		1110 MCB Checking	2000 ACCOUNTS PAYABLE	-645.00
04/12/2023	Bill Payment (Check)	1143	Yes	GZA GEOENVIRONMENTAL INC		1110 MCB Checking	2000 ACCOUNTS PAYABLE	-6,531.62
04/12/2023	Bill Payment (Check)	1144	Yes	PERKINS THOMPSON	13657-0001	1110 MCB Checking	2000 ACCOUNTS PAYABLE	-688.00
04/21/2023	Credit Card Expense		Yes	SquareSpace	Website Domain	1114 Credit Card	6160 DUES AND SUBSCRIPTIONS	20.00
04/21/2023	Credit Card Expense		Yes	SquareSpace	Campaigns Core	1114 Credit Card	6160 DUES AND SUBSCRIPTIONS	120.00
04/23/2023	Credit Card Expense		Yes	MICROSOFT	Microsoft 365 E5	1114 Credit Card	6160 DUES AND SUBSCRIPTIONS	288.12
04/27/2023	Bill Payment (Check)	1145	Yes	Maritime Farms Land Management		1110 MCB Checking	2000 ACCOUNTS PAYABLE	-58,345.46
04/27/2023	Bill Payment (Check)	1146	Yes	CUMBERLAND COUNTY SWCD		1110 MCB Checking	2000 ACCOUNTS PAYABLE	-11,282.67
04/27/2023	Bill Payment (Check)	1147	Yes	A Partner in Technology		1110 MCB Checking	2000 ACCOUNTS PAYABLE	-31.25

Deposit List by Date

April 2023

Date	Transaction Type	Num	Posting	Name	Memo/Description	Account	Split	Amount
04/05/2023	Deposit		Yes			1116 MCB Savings Base	-Split-	1,576.26
04/07/2023	Deposit		Yes			1116 MCB Savings Base	-Split-	10,457.59
04/28/2023	Deposit		Yes	Biddeford Savings Bank	INTEREST	1110 MCB Checking	4820 INTEREST	0.81
04/28/2023	Deposit		Yes	Biddeford Savings Bank	INTEREST	1116 MCB Savings Base	4820 INTEREST	15.34
04/28/2023	Deposit		Yes	Biddeford Savings Bank	INTEREST POSTING FOR DDA 8082398999	1117 MCB Sweep Savings	4820 INTEREST	1,020.00

A/R Aging Summary

As of April 30, 2023

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
333 Clark's Pond, LLC						0.00
138-01				1,453.99		1,453.99
Total 333 Clark's Pond, LLC				1,453.99		1,453.99
465 Main Street LLC						0.00
128-02				2,550.48		2,550.48
Total 465 Main Street LLC				2,550.48		2,550.48
Anthem Health Plans of Maine, Inc.						0.00
22-01		48.62				48.62
Total Anthem Health Plans of Maine, Inc.		48.62				48.62
Best Company, LLC						0.00
122-01				1.00		1.00
Total Best Company, LLC				1.00		1.00
CarMax Auto Superstores, Inc.					-0.02	-0.02
36-02-L		44.13				44.13
Total CarMax Auto Superstores, Inc.		44.13			-0.02	44.11
Cornerbrook LLC						0.00
65-01	481.03	478.38	477.19	4,236.71	79,580.59	85,253.90
Total Cornerbrook LLC	481.03	478.38	477.19	4,236.71	79,580.59	85,253.90
CPSP LLC						0.00
70-D-01	609.30	605.38	603.87	6,290.87	88,914.75	97,024.17
71-D-01	632.41	628.29	626.73	5,841.11	103,697.72	111,426.26
72-D-01	272.91	271.12	270.45	2,248.15	43,217.34	46,279.97
Total CPSP LLC	1,514.62	1,504.79	1,501.05	14,380.13	235,829.81	254,730.40
Diodes US Manufacturing Incorporated						0.00
98-01	9,433.32					9,433.32
Total Diodes US Manufacturing Incorporated	9,433.32					9,433.32
GGP-Maine Mall L.L.C.						0.00
30-R-01	10,423.60				10,827.90	21,251.50
68-R-01				199.32		199.32

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
Total GGP-Maine Mall L.L.C.	10,423.60			199.32	10,827.90	21,450.82
Individual Permit Holders Services						0.00
144 New Gen Holding Co LLC					208.60	208.60
Total Individual Permit Holders Services					208.60	208.60
Jetport Plaza LLC						0.00
99-01					0.75	0.75
Total Jetport Plaza LLC					0.75	0.75
Maine Mall Motors						0.00
53-Q-02		28.90				28.90
55-Q-01		33.07				33.07
Total Maine Mall Motors		61.97				61.97
MMC Realty Corp./MaineHealth						0.00
127-02		34.74				34.74
13-02	31.06	31.06				62.12
Total MMC Realty Corp./MaineHealth	31.06	65.80				96.86
Texas Instruments Incorporated						0.00
86-01	513.32					513.32
87-01	10,387.56					10,387.56
Total Texas Instruments Incorporated	10,900.88					10,900.88
The Coca-Cola Bottling Company of Norther						0.00
102-01		49.16		9,664.96		9,714.12
Total The Coca-Cola Bottling Company of Norther		49.16		9,664.96		9,714.12
Washington Baxter, LLC						0.00
69-02					24,415.15	24,415.15
Total Washington Baxter, LLC					24,415.15	24,415.15
TOTAL	\$32,784.51	\$2,252.85	\$1,978.24	\$32,486.59	\$350,862.78	\$420,364.97

Accounts Payable Aging Summary

As of April 30, 2023

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
Eco Maine - Vendor	3,717.95					3,717.95
Sterling Stormwater Maintenance Services, LLC			37,473.24			37,473.24
VERIZON	91.10					91.10
TOTAL	\$3,809.05	\$0.00	\$37,473.24	\$0.00	\$0.00	\$41,282.29

Expenses by Vendor Summary

July 2022 - April 2023

	Total
A Partner in Technology	468.75
Acadia Insurance	6,077.00
ACORN ENGINEERING, INC	242.50
AMAZON.COM	79.78
Center for Watershed Protection	533.00
CITY OF SOUTH PORTLAND	-575.00
CONTECH ENGINEERED SOLUTIONS LLC	13,919.00
CROSS INSURANCE	2,642.00
CUMBERLAND COUNTY SWCD	88,643.44
Eco Maine - Vendor	10,245.33
ESRI	600.00
GZA GEOENVIRONMENTAL INC	51,943.46
Half Moon Education, Inc	319.00
Intuit	499.00
MAINE MUNICIPAL BOND BANK	75,758.30
Maritime Farms Land Management	153,010.46
MEMIC	461.09
MICROSOFT	288.12
ONSET COMPUTER	2,951.50
P.C. Sexton WIT Companies, LLC	38,000.00
PERKINS THOMPSON	4,630.00
Purdy Powers & Company	9,300.00
Spring Street Parking Garage	27.00
SquareSpace	416.00
Sterling Stormwater Maintenance Services, LLC	71,709.87
TechSoup	75.00
VERIZON	929.22
WSP USA Environment & Infrastructure Inc.	155.00
TOTAL	\$533,348.82

Monthly: Budget vs. Actuals - FY23 P&L

July 2022 - April 2023

	Actual	Budget	over Budget	Total % of Budget
INCOME				
4100 ADMINISTRATION	195,281.99	181,347.12	13,934.87	107.68 %
4200 CONSTRUCTION AND MAINTENANCE	855,499.91	925,331.36	-69,831.45	92.45 %
4201 Drainage Maintenance Agreement	316.00		316.00	
Total 4200 CONSTRUCTION AND MAINTENANCE	855,815.91	925,331.36	-69,515.45	92.49 %
4500 GOOD HOUSEKEEPING	345,374.02	354,856.36	-9,482.34	97.33 %
4600 MONITORING	84,795.26	75,305.16	9,490.10	112.60 %
4700 STREAM RESTORATION	0.00	2,735.95	-2,735.95	0.00 %
4810 FINANCE CHARGES	18,603.42		18,603.42	
4820 INTEREST	9,508.76	8,000.00	1,508.76	118.86 %
Sales	175.00		175.00	
Total Income	1,509,554.36	1,547,575.95	-38,021.59	97.54 %
GROSS PROFIT	1,509,554.36	1,547,575.95	-38,021.59	97.54 %
EXPENSES				
5010 ADS		500.00	-500.00	
5030 BAD DEBT	1,554.81	40,245.10	-38,690.29	3.86 %
5040 CONSTRUCTION				
5041 BMP Repair & Replacment Reserve	39,234.13	200,000.00	-160,765.87	19.62 %
5042 Engineering	242.50	12,250.00	-12,007.50	1.98 %
5044 Permit Fees	-575.00		-575.00	
5046 Structural		1,686,000.00	-1,686,000.00	
5047 Inspection and Maintenance	63,450.00	127,975.00	-64,525.00	49.58 %
5049 Landscaping of Const. Proj.	78,614.50	103,442.50	-24,828.00	76.00 %
Total 5040 CONSTRUCTION	180,966.13	2,129,667.50	-1,948,701.37	8.50 %
5060 MONITORING EXPENSE	15,625.97		15,625.97	
5061 Watershed Monitoring	36,317.49	63,549.00	-27,231.51	57.15 %
Total 5060 MONITORING EXPENSE	51,943.46	63,549.00	-11,605.54	81.74 %
5080 MEETINGS		2,000.00	-2,000.00	
5090 EQUIPMENT	2,932.50	5,000.00	-2,067.50	58.65 %
6000 PROGRAM EXPENSE				
6002 Loan Payment	75,758.30	75,760.00	-1.70	100.00 %
Total 6000 PROGRAM EXPENSE	75,758.30	75,760.00	-1.70	100.00 %
6160 DUES AND SUBSCRIPTIONS	1,594.12	2,000.00	-405.88	79.71 %
6170 EQUIPMENT RENTAL		1,000.00	-1,000.00	

				Total
	Actual	Budget	over Budget	% of Budget
6180 INSURANCE				
6181 Liability Insurance	8,719.00	9,500.00	-781.00	91.78 %
Total 6180 INSURANCE	8,719.00	9,500.00	-781.00	91.78 %
6250 POSTAGE AND DELIVERY	19.00	650.00	-631.00	2.92 %
6270 PROFESSIONAL FEES				
6271 Consultant-Engineer	38,623.75	62,600.00	-23,976.25	61.70 %
6272 Legal Fees	4,630.00	20,000.00	-15,370.00	23.15 %
6273 Accounting	9,300.00	9,300.00	0.00	100.00 %
6275 Plan Implementation	88,301.75	169,220.63	-80,918.88	52.18 %
6276 Sweeping	50,685.46	148,768.40	-98,082.94	34.07 %
6278 Catch Basin Cleaning		52,500.00	-52,500.00	
6283 Waste Management	16,900.57	14,332.00	2,568.57	117.92 %
Total 6270 PROFESSIONAL FEES	208,441.53	476,721.03	-268,279.50	43.72 %
6340 TELEPHONE	929.22	1,440.00	-510.78	64.53 %
6350 TRAVEL				
6351 Lodging		500.00	-500.00	
6353 Meals		500.00	-500.00	
6354 Travel	188.69	1,100.00	-911.31	17.15 %
6355 Conferences	817.00	2,000.00	-1,183.00	40.85 %
Total 6350 TRAVEL	1,005.69	4,100.00	-3,094.31	24.53 %
6550 SUPPLIES	79.78	2,000.00	-1,920.22	3.99 %
7200 Salaries & Related Expenses	527.00		527.00	
7220 Salaries & Wages	76,398.21	93,771.35	-17,373.14	81.47 %
7245 Employee Benefits - Simple IRA	2,291.90	2,811.35	-519.45	81.52 %
7250 Payroll Taxes, etc.	5,844.46	7,168.71	-1,324.25	81.53 %
7260 Payroll Processing & Fees	499.00	500.00	-1.00	99.80 %
7270 Workers Comp Insurance	-65.91	500.00	-565.91	-13.18 %
Total 7200 Salaries & Related Expenses	85,494.66	104,751.41	-19,256.75	81.62 %
Total Expenses	619,438.20	2,918,884.04	-2,299,445.84	21.22 %
NET OPERATING INCOME	890,116.16	-1,371,308.09	2,261,424.25	-64.91 %
NET INCOME	\$890,116.16	\$ -1,371,308.09	\$2,261,424.25	-64.91 %

ATTACHMENT C



Remote Participation Policy Long Creek Watershed Management District

In accordance with 1 M.R.S. § 403-B, and after public notice and hearing, the Long Creek Watershed Management District (“District”) Board of Directors adopts this “Remote Participation Policy” (the “Policy”) to govern the participation, by remote methods, of members of this public body and of the public in the public proceedings, or public meetings, of this public body.

The Long Creek Watershed Management District Board of Directors (“Board”) may allow members of this public body to participate in ~~a public~~ meeting proceedings (“meetings”) using remote methods only under the following conditions.

A. Remote Methods. “Remote methods” of participation means telephonic or video technology allowing simultaneous reception of information and may include other means when necessary to provide reasonable accommodation to a person with a disability. Public meetings by remote methods of participation may not be conducted by text-only means such as e-mail, text messages, or chat functions.

B. Remote Participation by Board Members. Members of the Board ~~are expected to be physically present for public meetings except~~ may participate by remote methods when being physically present is not practicable, which may include, but is not limited to, the following circumstances:

- ~~The existence of~~ When a medical condition of an emergency a Board member or urgent issue that requires the Board to meet by remote methods; member’s family makes attendance impracticable;
- ~~Illness, other physical condition or temporary absence from~~ When a Board member is travelling;
- ~~the Greater Portland area that causes a member of the Board to face significant difficulties traveling to the publicly noticed meeting location and attending the meeting in person; and~~ When temporarily outside the District area; or
- ~~When attendance by a Board member is~~ When attendance by a Board member is ~~The area of the Board’s jurisdiction includes geographic characteristics that impede or slow travel, including but not limited to islands not connected by bridges.~~ not convenient.

The chair or presiding officer of the Board, in consultation with other members if appropriate and possible, will make a determination that remote methods of participation in a meeting are necessary in as timely a manner as possible under the circumstances. A member of the Board who is unable to attend a meeting in person will notify the chair or presiding officer as far in advance as possible.

C. Remote Participation by Public, Hybrid Meetings. When any member or members of the Board participate in a meeting by remote methods, the public shall be provided a meaningful opportunity to attend by remote methods and reasonable accommodations ~~must~~ may be provided when necessary to

provide access to individuals with disabilities. The Board also may permit the public to attend by remote methods even if no member of the Board will be doing so, as a part of a “hybrid” meeting with both in-person and remote participation in the meeting.

D. _____

D. Remote Participation Only. The Board may meet solely by remote methods if an emergency or urgent situation requires that all members of the Board meet only by remote methods. In that circumstance, the Board may limit public participation in that meeting to remote methods only.

If the Board allows or is required to provide an opportunity for public input during the meeting, an effective means of communication between the members of the Board and the public must be provided.

~~EF.~~ Notice of all public meetings must be provided in accordance with 1 M.R.S. § 406 and any applicable ~~charter~~, statute, policy, regulation, rule, or bylaw. When the public may attend by remote methods, notice must include the means by which members of the public may access the public meeting using remote methods and will provide a method for disabled persons to request necessary reasonable accommodation to access the public meeting. The notice must also identify a location where the public may attend the meeting in person. ~~The Board will not limit public attendance solely to remote methods except in the case of the existence of an emergency or urgent issue that requires the Board to meet using remote methods.~~

~~FG.~~ A member of the Board who participates in a public meeting ~~remotely~~by remote methods will be considered present for purposes of a quorum and voting.

~~GH.~~ All votes taken during a public meeting using remote methods must be taken by roll call vote that can be seen and heard if using video technology, or heard if using audio technology only, by other members of the Board and the public.

~~I. H.~~ _____ The Board must make all documents and other materials considered by it at the meeting available, electronically or otherwise, to the public who attend by remote methods to the same extent customarily available to the public who attend in person, provided no additional costs are incurred by the Board. Therefore, last minute submission of documents and other materials to the Board after the deadline for submission of these to the District Executive Director in advance of each meeting is prohibited unless those documents and other materials are also made available to the public who attend by remote methods to the same extent customarily available to the public who attend in person.

J. This Policy applies to any Committee within the Jurisdiction of the Board.

This Policy will remain in force indefinitely unless amended or rescinded.

Dated: _____

Adopted by: Long Creek Watershed Management District
Board of Directors

By: _____
Fred Dillon, Chair

Long Creek Watershed Management District
Board of Directors

ATTACHMENT D

BEST MANAGEMENT PRACTICES EASEMENT DEED
(Participating Landowner)

KNOW ALL PERSONS BY THESE PRESENTS, this Best Management Practices Easement (the “**Easement**”), made this _____ day of _____, 2023, is by and between **GGP-Maine Mall L.L.C.**, a limited liability company duly organized and existing under the laws of the State of Delaware, whose mailing address is c/o Brookfield Properties, 350 North Orleans Street, Suite 300, Chicago, IL 60654, its successors and assigns (the “**Grantor**”) and **LONG CREEK WATERSHED MANAGEMENT DISTRICT**, a quasi-municipal, special purpose district established as a separate legal entity and instrumentality and as a body corporate and politic under the laws of the State of Maine, whose mailing address is Long Creek Watershed Management District c/o Cumberland County Soil & Water Conservation District, 35 Main Street, Suite 3, Windham, Maine 04062, its successors and assigns (the “**District**”). The Grantor and the District are hereinafter referred to collectively as the “**Parties**.”

WHEREAS, the Grantor is the owner of certain real property located at 350 Philbrook Avenue, South Portland, Cumberland County, Maine, shown on City of South Portland Tax Map 67(A), Lot 26, which is more particularly described in an instrument recorded in the Cumberland County Registry of Deeds in Book 20475, Page 163 (the “**Premises**”); and

WHEREAS, the Premises are located within the Long Creek Watershed; and

WHEREAS, Long Creek has been designated an “urban impaired stream” by the Maine Department of Environmental Protection (“**DEP**”) because it fails to meet certain State of Maine water quality standards (38 M.R.S.A. § 465(4) as amended from time-to-time, the “**Water Quality Standards**”) due to the effects of stormwater runoff from developed land, and therefore has been listed on Maine’s Section 303(d) list pursuant to Section 305(b) of the federal Clean Water Act (“**CWA**”); and

WHEREAS, the U.S. Environmental Protection Agency (“**EPA**”), under its Residual Designation Authority under the CWA, is requiring certain owners of parcels located within the Long Creek Watershed to address stormwater runoff into Long Creek; and

WHEREAS, EPA has delegated to DEP permitting authority under the CWA’s National Pollutant Discharge Elimination System permit system, and DEP has issued a “General Permit - Post Construction Discharge of Stormwater in the Long Creek Watershed” dated November 6, 2009, which may be renewed, reissued, replaced and/or modified from time-to-time (“**General Permit**”) regarding stormwater discharge in the Long Creek Watershed; and

WHEREAS, the General Permit requires the owners of Parcels from which there is a Designated Discharge (a post-construction stormwater direct discharge from a Parcel in the Long Creek Watershed on which there are Impervious Surfaces or Impervious Areas equal to or greater

than one (1) acre) on or after the effective date of the General Permit to file a Notice of Intent to enter into the General Permit or to obtain individual permits, and requires that certain remediation work be done and improvements constructed, installed and/or implemented in and along Long Creek and within the Long Creek Watershed which are intended to cause Long Creek to comply with Water Quality Standards; and

WHEREAS, the municipalities of South Portland, Portland, Westbrook and Scarborough, along with other entities, have jointly developed the Long Creek Watershed Management Plan dated July, 2009 and approved by the DEP (the “**Plan**”) for the purpose of complying with the General Permit and restoring the water quality of Long Creek; and

WHEREAS, Grantor and the District are parties to an Agreement Between Participating Landowner and Long Creek Watershed Management District dated July 1, 2010 (the “**Participating Landowner Agreement**”), as memorialized by that certain Memorandum of Agreement dated July 1, 2010 and recorded July 9, 2010 with the Cumberland County Register of Deeds as Document 34121, pursuant to which Participating Landowner Agreement the District has agreed to oversee and assist in the implementation of the state and federal remediation and improvement requirements to which the Premises is subject; and

WHEREAS, the District has agreed to oversee and assist in the implementation of the state and federal remediation and improvement requirements in and along Long Creek and within the Long Creek Watershed; and

WHEREAS, Grantor desires to grant to the District, and the District desires to accept, an easement to enable the District to perform such remediation and improvements on the Easement Area (defined below); and

WHEREAS, the Grantor has agreed to provide and the District has determined to accept, an easement in gross to the District over, through, and under the Easement Area to construct, reconstruct, install, operate, modify, alter, use, maintain, repair, replace, inspect and monitor Best Management Practices (“**BMPs**”) on the Easement Area subject to the provisions below; and

WHEREAS, Maine Associates, whose successor is the Grantor, previously provided an easement over portions of the Easement Area to Shopping Center Properties, Inc., whose successor is Philbrook Avenue Associates LLC, which easement is more particularly described in that certain Easement Deed dated January 3, 1995 and recorded in the Cumberland County Registry of Deeds in Book 11851, Page 234 (the “**Prior Easement**”); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Grant of Easement. Grantor hereby grants, without covenant, to the District the following non-exclusive perpetual easement rights in gross through, under, across, over, and upon the Easement Area, as defined below, exclusively for the construction, reconstruction, installation, operation, modification, alteration, use, maintenance, repair, replacement, inspection and monitoring of the BMPs that are depicted on Exhibit B hereto (the “**Specified BMPs**”), in accordance with the terms of the General Permit and the plans and specifications to be agreed upon by Grantor and the District, to be attached to this Easement and recorded as an amendment thereto, subject to the terms and conditions hereof and for the purposes stated below:

1. to construct, reconstruct, install, operate, modify, alter, use, maintain, repair, replace, remove, inspect and monitor Specified BMPs on the Easement Area;

2. to collect and control the flow of storm water with the purpose of remediation of existing contamination and prevention of additional contamination of the Long Creek due to storm water runoff;

3. to trim, cut down, and/or remove bushes, trees, grass, crops or any other vegetation to the extent deemed necessary by the District in its reasonable discretion to effectuate the purposes of this Easement;

4. to change the existing surface grade of the Easement Area as is deemed necessary by the District in its reasonable discretion to effectuate the purposes of this Easement; and

5. for ingress and egress from Philbrook Avenue, with people and machines over the Easement Area for the purposes of this Easement (the “**Access Areas**”).

The District’s use and exercise of the above rights granted by this Easement are limited to matters relating to the Specified BMPs on the Easement Area and other Access Areas. This Easement shall be subject to all existing easements, covenants, restrictions and encumbrances of record. To the extent this Easement is inconsistent with the obligations of Grantor under any current agreements as to any portions of the Premises affected hereby, this Easement shall be implemented and interpreted by the District so that Grantor’s existing obligations shall be paramount and shall control its obligations hereunder and the District agrees that it shall not impair, restrict, or otherwise affect any commitments or obligations of Grantor under any existing agreement or easement, including but not limited to existing access, drainage, or parking agreements between Grantor and any third party (whether or not such third party is subject to regulation by the District).

The District recognizes and acknowledges the Prior Easement and the rights and obligations of Grantor and of Philbrook Avenue Associates LLC (and its successors) under the Prior Easement (including, without limitation, the rights of Philbrook Avenue Associates LLC and its successors to enter the easement area described therein, to make certain alterations, to remove trees or other obstructions, and to connect into and use improvements within the easement area), and the District agrees that (a) the District shall not take, cause or permit any actions if such actions are inconsistent with the purposes of the Prior Easement, materially interfere with the rights of Grantor and/or Philbrook Avenue Associates LLC (or their successors) under the Prior Easement, and/or cause Grantor to violate the Prior Easement or incur any liability, costs, expenses or damages under the Prior Easement, (b) any actions taken or permitted by Philbrook Avenue Associates LLC (or its successors) under the Prior Easement (including, without limitation, entering the easement area, making alterations, removing trees or other obstructions, and connecting into and using improvements within the easement area) shall not be deemed a violation of or inconsistent with this Easement, all of which such actions taken or permitted by Philbrook Avenue Associates LLC (or its successors) are hereby expressly permitted by the District, and (c) under no circumstances shall Grantor be responsible for incurring any costs or expenses in connection with Philbrook Avenue Associates LLC (or its successors) connecting into and/or using any improvements within the Easement Area (as defined below), Specified BMPs or other improvements constructed or caused to be constructed by the District.

Except as otherwise specifically provided by this Easement, any and all costs and expenses related to the District’s exercise of its rights and obligations under this Easement shall be the District’s sole responsibility.

B. The Easement Area. The easement area consists of the portions of the Premises more particularly described in Exhibit A attached hereto and made a part hereof as “Best Management Practices Easement” and depicted on Exhibit B attached hereto and made a part hereof as “Easement Area” (the “**Easement Area**”).

1. Relocation of Easement/Specified BMPs. The Grantor reserves the right to relocate the Easement Area and the Specified BMPs constructed thereon by the District pursuant to this Easement provided that: the Board approves the relocated easement; DEP approves the same as a modification to the Plan; the Grantor grants to the District an easement substantially in the form of this Easement to the relocated easement area; the Grantor obtains all necessary consents, joinders and/or subordinations of such easement from all holders of prior interests in the Grantor’s Premises (including but not limited to landlords, tenants and lenders), as required in the Participating Landowner Agreement for the original easement; the Grantor constructs at the Grantor’s sole cost the replacement Specified BMPs in the relocated easement area; and the replacement Specified BMPs provide materially the same or better functionality and benefit as those replaced. The Grantor shall provide written notice to the District of its intent to exercise the reserved relocation right (subject to Board and DEP approval as stated above), which notice shall include detailed plans and specifications for the replacement Specified BMPs to be constructed in the relocated easement area. Upon completion of construction of the relocated Specified BMPs and the commencement of operation thereof and the grant of the new easement as provided above, this Easement automatically shall be deemed terminated, and the District shall execute and deliver in recordable form a release of this Easement to the Grantor to confirm the same.

2. Removal of Easement/Specified BMPs. If Grantor wishes to remove a Specified BMP installed by the District on the Easement Area and to terminate this Easement given to the District relating thereto, Grantor shall have such rights upon paying to the District (in addition to any other amounts required) the full amount of the District’s cost of replacement of such Specified BMP as determined by the Executive Director to provide materially the same or better functionality and benefit as that replaced, at which time the District shall execute and deliver in recordable form a release of this Easement to the Grantor. However, if the District is unable to identify an alternative location for the Specified BMP installed the Easement Area that is materially the same or better functionality and benefit as that being removed, then such Specified BMP shall remain on the Easement Area, and this Easement shall remain in full force and effect.

C. Grantor’s Obligations. The Grantor reserves the use and enjoyment of the Easement Area for any purpose that does not materially frustrate or interfere with the use of the Easement Area by the District for the purposes of this Easement, provided that:

1. the Grantor will not obstruct or permit anyone else to unreasonably and permanently obstruct the Easement Area during the term of this Easement;

2. the Grantor will not construct any building or structure of any kind in the Easement Area, nor permit the construction of any building or structure in the Easement Area; and

3. the Grantor will not perform or permit any fill or excavation activities or any change to the surface grade of the Easement Area, nor plant any plants or trees within the Easement Area, without the District’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. If the District grants permission for any such work by the Grantor, then the Grantor shall defend, indemnify and hold the District and its directors, officers, agents and

employees harmless from any and all claims against the District or expenses of the District resulting from such work.

D. District's Obligations. The District covenants and agrees by acceptance of this Easement:

1. to comply with any and all applicable laws, ordinances, and regulations in connection with the exercise of its rights hereunder;

2. to, except in the event of emergency, provide Grantor with at least ten (10) business days' notice prior to entering the Easement Area and the Access Areas, which notice shall include copies of any plans, specifications and other descriptions of the work to be performed;

3. to promptly restore, at its sole expense, any damage to the Premises and Easement Area caused by its exercise of its rights under this Easement and to restore the Easement Area and any other affected property to its original condition to the extent reasonably possible while allowing any Specified BMPs constructed or installed in the Easement Area to function as designed and intended; and

4. to use its best efforts to minimize the disruption to the operation of the Premises and the businesses of the Grantor and/or tenants and occupants of the Premises; and

5. to promptly execute and record a Termination and Release of this Easement upon its expiration or termination.

6. to reasonably maintain the Easement Area (to include but not be limited to trimming, pruning, and or removal and/or replacement of damaged or diseased vegetation), from time-to-time, in a manner consistent with other first-class commercial properties in the vicinity of the Premises. In the event that the District shall fail adequately and timely to maintain the Easement Area consistent with the foregoing obligation, after reasonable notice and demand by Grantor specifying the nature of the maintenance default and a reasonable cure period for the District to perform the maintenance, the Grantor shall have the right to perform such maintenance as is necessary to maintain the Easement Area consistent with the foregoing obligation on the account of the District and to charge the costs of maintenance through to the District.

E. District Liability, Indemnification. The District agrees to defend, indemnify and hold harmless the Grantor and its agents, tenants, members, managers, partners, officers, employees and their respective successors and assigns for and against any and all claims, actions, proceedings, loss, cost, damage, or expense, including reasonable attorney's fees that may arise from a breach of the District's covenants herein or from the exercise by the District of its easement rights under this Easement, provided however that the District does not herein waive the immunities, defenses and limitations on liability for itself and its officers, directors and employees provided to it and to them under Maine law, including but not limited to the Maine Tort Claims Act, 14 M.R.S.A. § 8101 *et seq.*

Further, the District shall contractually require any third-party contractor, except for a governmental entity as defined by 14 M.R.S.A. § 8102(2), with whom the District may contract to carry out the purposes of this Easement to: (a) to the fullest extent allowed by law, defend, indemnify and hold Grantor and the District and their respective directors, officers, managers, members, agents and employees harmless from any claim(s), cause(s) of action, liability or expense, including, without limitation, costs and reasonable attorney's fees, for personal injury (including death) and/or property damage caused by, related to, arising out of or resulting from the error, act or omission in the performance of work and/or services under that contract by the

contractor and any subcontractor(s) and/or the contractor's and its subcontractors' and each of their agents' and employees' presence on the Premises; and (b) procure and maintain during the term of such contract commercial general liability and automobile liability insurance coverages, each in an amount of not less than \$2,000,000.00 (Two Million Dollars), with deductibles in amounts typically carried by prudent contractors engaged in the performance of similar work and/or services, to insure this obligation, and the Grantor and the District and their respective directors, officers, managers, members, agents and employees shall be additional named insureds under that coverage, and workers' compensation insurance coverage as required by State law. The foregoing indemnity expressly extends to claims of injury, death, or damage to employees of the contractor or a subcontractor. In claims against any person or entity indemnified under this Section by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The contractor expressly waives immunity under workers' compensation laws for the purposes of this indemnity provision.

The liabilities and immunities of a governmental entity as defined by 14 M.R.S.A. § 8102(2) with whom the District may contract to carry out the purposes of this Easement shall be subject to the monetary limits, limitations, defenses, immunities, and liabilities established by the Maine Tort Claims Act, 14 M.R.S.A. § 8101 *et seq.*, and such governmental entity contractor shall procure and maintain during the term of such contract insurance coverage in the minimum amount of Four Hundred Thousand Dollars (\$400,000) or such other amount as may be required under that Act for those areas in which it is liable under that Act, or as the District may determine.

F. Permits. The District shall obtain and comply with all permits necessary in connection with each Specified BMP.

G. Run With the Land. Except as otherwise provided, all of the covenants, agreements and conditions contained in this Easement shall run with the land in perpetuity and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, provided, however, that this Easement shall be terminable under the following conditions:

1. In the event the Grantor reasonably believes that the Easement is no longer necessary for the District to achieve and maintain federal, state, and local water quality standards for the Long Creek Watershed (evidenced, for example, by DEP revocation of the General Permit or by the absence of a regulatory structure requiring the Easement), then Grantor may seek termination of this Easement through the following process:

a. Grantor shall send a written request for termination of this Easement to the District (or its successor or assign) at its last known address as that address is ascertained by Grantor through good faith efforts and reasonably diligent inquiry. Following receipt of such a termination request under this subparagraph 1.a. or under subparagraph 1.b. below, the District's Board of Directors ("Board") (or the governing body of its legal successor or assign) shall, within ninety (90) days of receipt of said termination request, determine whether the Easement is no longer necessary for the District (or its successor or assign) to achieve and maintain federal, state, and local water quality standards for the Long Creek Watershed, and if the Board so determines, the Board shall promptly furnish a notice of termination under Section D(5) above, and this Easement shall be automatically

terminated and released to Grantor upon recording of such notice. Upon such termination, Grantor shall have the right to remove the BMP from the Premises at its own cost and expense, provided however that the Board (or its legal successor or assign) may determine that the Grantor must pay the District or its successor assign the reasonable value of said BMP.

b. If the District (or its successor or assign) does not reply to Grantor's written termination request under Section G(1) above within ninety (90) days from the date of mailing of that written request, then Grantor shall mail a second written termination request to the District (or its successor or assign) and also shall send a copy of that second written termination request to the City of Portland, the City of South Portland, the City of Westbrook, the Town of Scarborough and to any other municipal sovereign authority succeeding to their interests at their last known addresses as those addresses are ascertained by Grantor through good faith efforts and reasonably diligent inquiry. If Grantor also does not receive timely replies within ninety (90) days after the mailing of the second written termination requests, and Grantor further determines in the absence of any reply that this Easement is no longer necessary for the District (or any successor or assign) to achieve and maintain federal, state, and local water quality standards for the Long Creek Watershed, then Grantor may record an affidavit of termination stating such facts under oath and this Easement shall be terminated upon recording thereof. Upon such termination, Grantor shall have the right to remove the BMP from the Premises at its own cost and expense.

H. Assignment by the District. This Easement shall be assignable by the District to another governmental entity for the purpose of implementing the Plan without any consent of the Grantor being required.

I. Miscellaneous.

1. Grantor and the District each agrees to execute, acknowledge, and deliver to or for the other such further instruments and take such further actions as may be reasonably required to carry out and effectuate the intent and purpose of this Easement, or to confirm or perfect any right created hereunder.

2. This Easement together with the Participating Landowner Agreement constitutes the entire agreement between the Parties with respect to the subject matter described in this Easement and may not be modified, amended, or terminated except by an instrument in writing signed by both Parties.

3. Capitalized terms used in this Easement shall have the meaning given them in the Participating Landowner Agreement unless otherwise defined in this Easement.

4. This Easement shall be recorded by the District in the Cumberland County Registry of Deeds.

5. This Easement shall be governed by and construed in accordance with the laws of the State of Maine.

6. Invalidation of any one of these terms or provisions by any court shall in no way affect any other terms or provisions, which shall remain in full force and effect.

7. Execution of this Easement by the District evidences the District's acceptance of this Easement.

IN WITNESS WHEREOF, Grantor has executed this Easement on the date first set forth above.

WITNESS:

GGP-MAINE MALL L.L.C.

[Signature]

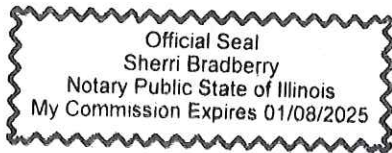
By: Marjorie Zessar
Authorized Signatory

ACKNOWLEDGEMENT

STATE OF ILLINOIS
COUNTY OF COOK

May 18, 2023

Personally appeared the above-named Marjorie Zessar in his/her capacity as Authorized Signatory of **GGP-Maine Mall L.L.C.**, and acknowledged the foregoing instrument to be said person's free act and deed in said capacity and the free act and deed of said **GGP-Maine Mall L.L.C.**



Before me,

Sheri Bradley
Notary Public
My Commission Expires: 1/8/2025

IN WITNESS WHEREOF, the District has executed this Easement on the date first set forth above.

WITNESS:

**LONG CREEK WATERSHED
MANAGEMENT DISTRICT**

_____ By: _____
Its Secretary:

ACKNOWLEDGEMENT

STATE OF MAINE
COUNTY OF CUMBERLAND _____, 2023

Personally appeared the above-named _____ in his/her capacity as Secretary of **Long Creek Watershed Management District**, and acknowledged the foregoing instrument to be said person's free act and deed in said capacity and the free act and deed of said **Long Creek Watershed Management District**.

Before me,

Notary Public
My Commission Expires: _____

Exhibit A

A portion of a certain parcel of land now or formerly of GGP-Maine Mall L.L.C., described in a deed dated October 29, 2003 recorded in the Cumberland County Registry of Deeds in Book 20475, Page 163, said parcel being situated along and northeasterly of Philbrook Avenue in the City of South Portland, County of Cumberland and State of Maine, and said easement being more particularly bounded and described as follows:

Beginning at a point at the westerly corner of land now or formerly of Philbrook Avenue Associates LLC as described in a deed recorded in the Cumberland County Registry of Deeds in Book 20716, Page 335, said point being located S 56°39'00" E a distance of Seven and 27/100 (7.27) feet from the northeasterly sideline of Philbrook Avenue. Thence:

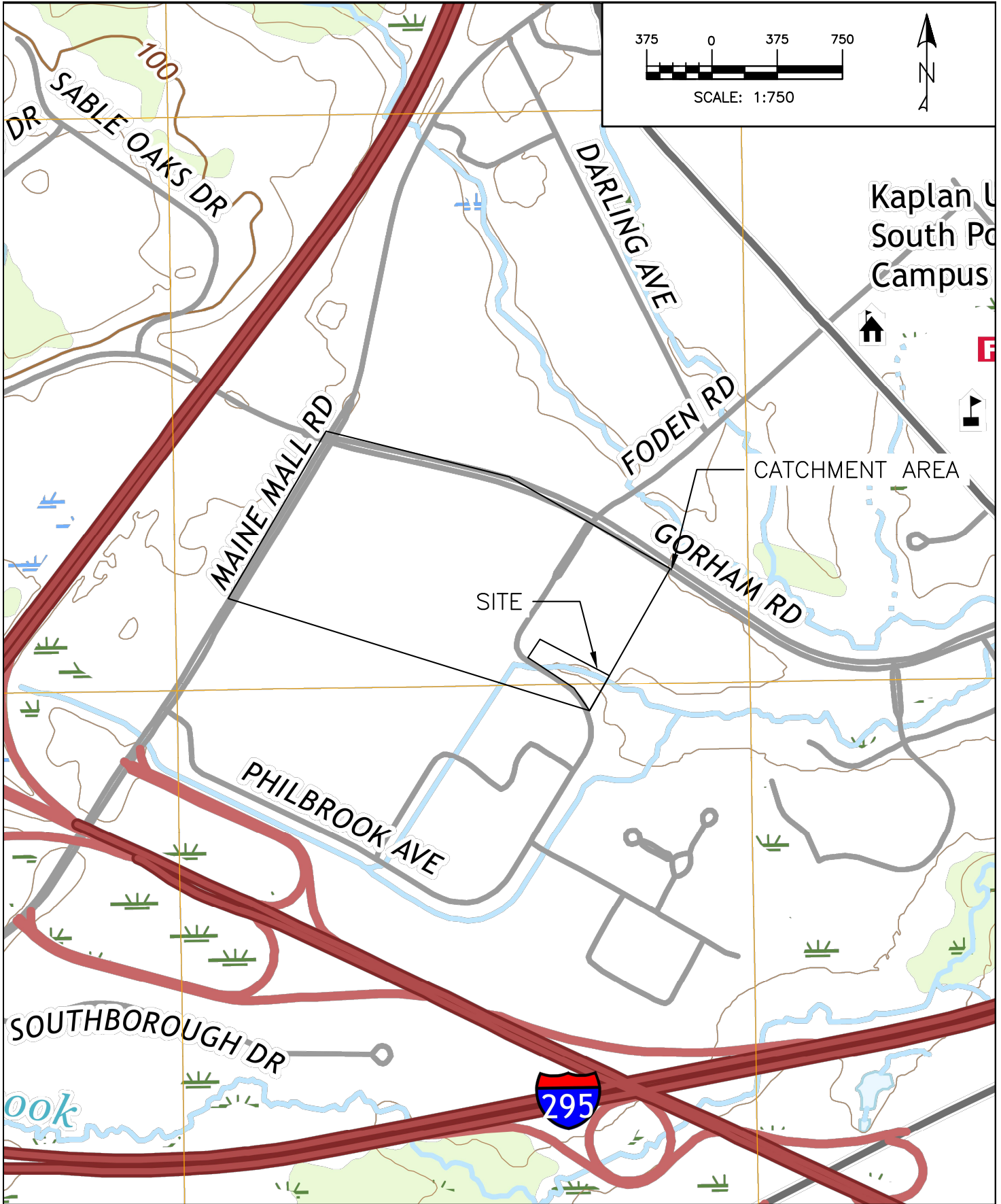
- 1) S 56°39'00" E by said land of Philbrook Avenue Associates LLC a distance of Seven Hundred and 00/100 (700.00) feet to a point at the southerly corner of said land of Philbrook Avenue Associates LLC;
- 2) S 33°21'00" W through land of the Grantor a distance of Twenty-Four and 20/100 (24.20) feet to a point;
- 3) N 57°10'32" W through said land of the Grantor a distance of Ninety and 07/100 (90.07) feet to a point;
- 4) S 52°13'56" W through said land of the Grantor a distance of Ninety-Seven and 50/100 (97.50) feet to a point at the northeasterly sideline of said Philbrook Avenue;
- 5) Northwesterly by said Philbrook Avenue, following a curve to the left having a radius of Three Hundred Thirty-Three and 00/100 (333.00) feet, an arc distance of Two Hundred Seventy-Six and 37/100 (276.37) feet to a point, said point being located N 34°36'25" W a distance of Two Hundred Sixty-Eight and 51/100 (268.51) feet from the last described point;
- 6) N 58°23'00" W by said Philbrook Avenue a distance of Two Hundred Eighty-Two and 61/100 (282.61) feet to a point of curvature;
- 7) Northwesterly by said Philbrook Avenue, following a curve to the right having a radius of Sixty-Seven and 00/100 (67.00) feet, an arc distance of Sixty-One and 98/100 (61.98) feet to a point, said point being located N 31°52'56" W a distance of Fifty-Nine and 79/100 (59.79) feet from the last described point;
- 8) S 56°39'00" E through said land of the Grantor a distance of Seven and 27/100 (7.27) feet to the point of beginning.

Bearings are referenced to True North.

The above described easement contains 22,837 square feet and lies over land now or formerly of GGP-Maine Mall LLC as described in a deed recorded in the Cumberland County Registry of Deeds in Book 20475, Page 163. Also being depicted as “BMP Easement (B-1)” on a plan of Best Management Practices Easement (B-1) – Long Creek South Branch BMP Retrofits made for Long Creek Watershed Management District by Acorn Engineering, Inc. dated June 22, 2022 and revised through July 20, 2022.

Exhibit B

(Plan showing all easement areas and BMPs is attached)



Kaplan U
South Po
Campus

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

FILE: 1132_CIVIL
DATE: 6/19/20
JN: 1132
SCALE: 1"=750'
DESIGN BY: PFH
DRAWN BY: ZMS
CHECKED BY: WHS

ACORN ENGINEERING, INC.
ACORN ENGINEERING, INC. P.O. BOX 3372
PORTLAND, MAINE 04104 (207) 775-2655

DRAWING NAME:
VICINITY MAP

PROJECT NAME:
LONG CREEK SOUTH BRANCH
BMP RETROFIT

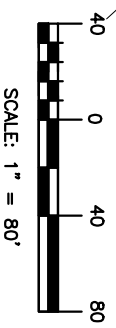
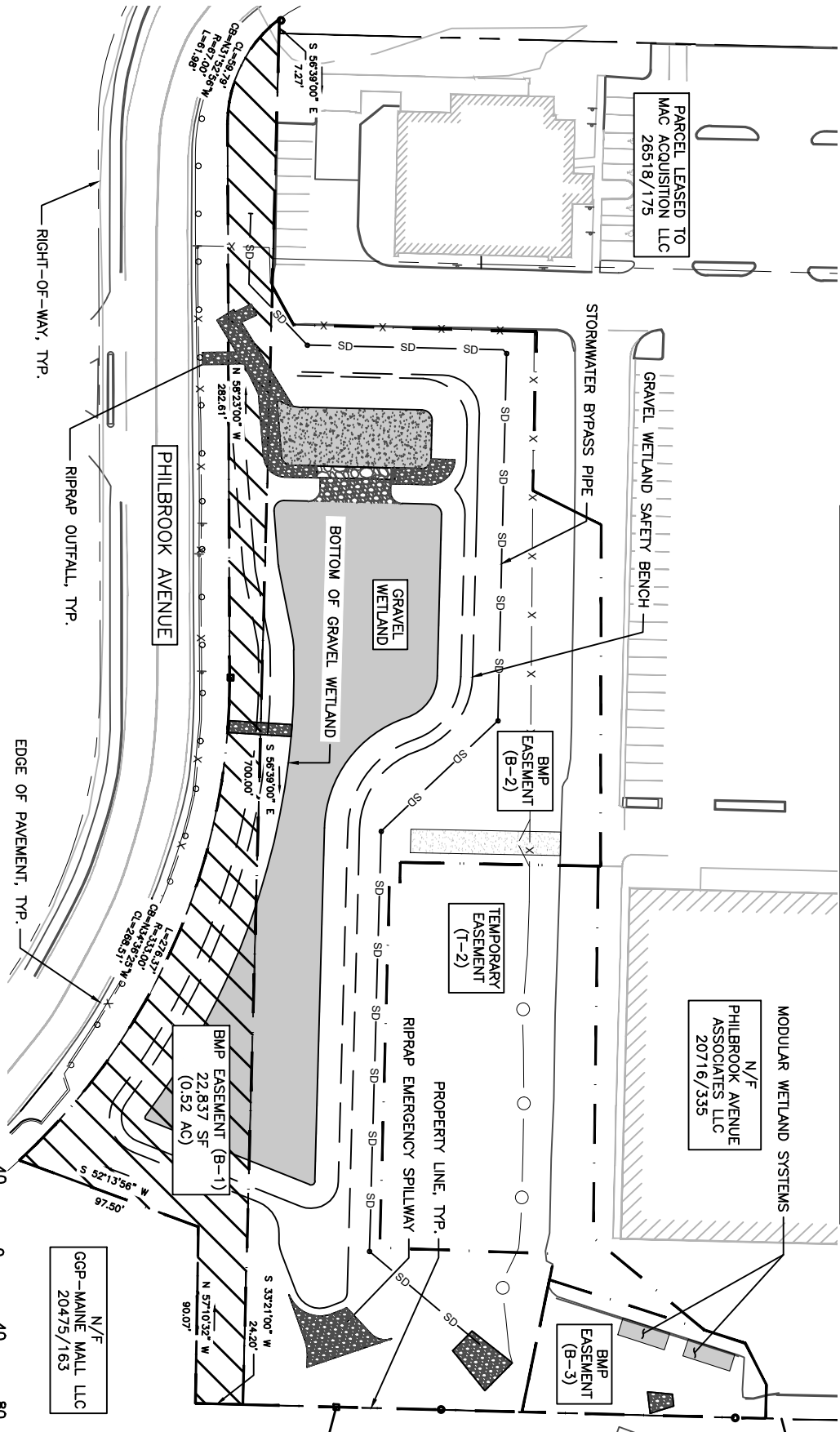
CLIENT:
LONG CREEK WATERSHED
MANAGEMENT DISTRICT

ISSUED FOR	BY DATE
AGENCY REVIEW	WHS 2/6/20
EXHIBIT	WHS 6/19/20
	REV DATE

DRAWING NO.
EX-01

- NOTES:
1. PLAN REFERENCES "BOUNDARY & EXISTING CONDITIONS" PLAN PREPARED BY TITCOMB ASSOCIATES OF FALMOUTH MAINE, DATED MARCH 9, 2020.
 - 1.1. BEARINGS ARE REFERENCED TO TRUE NORTH.
 2. THIS EXHIBIT SHOWS THE LOCATION OF A PROPOSED BMP EASEMENT OR EASEMENTS OVER A PARTICULAR LOT. THE LOT MAY BE SUBJECT TO OTHER EASEMENTS, RESTRICTIONS, ETC. THAT ARE NOT SHOWN.

LEGEND	
PROPERTY LINE	---
RIGHT-OF-WAY	---
PROPERTY MONUMENT	□
IRON MARKER	○
PERMANENT EASEMENT	▨
TEMPORARY EASEMENT	▨
CONCRETE	▨
GRAVEL	▨
RIPPRAP	▨
EXISTING BUILDING	▨
CURB	---
EDGE OF PAVEMENT	---
STRIPING	---
FENCE	---
GUARDRAIL	---
STREET SIGN	---



N/F
GGP-MAINE MALL LLC
20475/163

BMP EASEMENT (B-1)
22,837 SF
(0.52 AC)

N/F
PHILBROOK AVENUE
ASSOCIATES LLC
20716/335

PARCEL LEASED TO
MAC ACQUISITION LLC
26518/175



<p>ISSUED FOR</p> <p>DRAFT</p> <p>DATE</p> <p>7/20/2022</p>	<p>BY</p> <p>PH</p>	<p>DRAWING NAME:</p> <p>BEST MANAGEMENT PRACTICES EASEMENT (B-1)</p>
		<p>PROJECT NAME:</p> <p>LONG CREEK SOUTH BRANCH BMP RETROFITS</p>
<p>CLIENT:</p> <p>LONG CREEK WATERSHED MANAGEMENT DISTRICT</p>		<p>FILE:</p> <p>1132_CIVIL</p>
<p>DATE:</p> <p>6/22/2022</p>		<p>JN:</p> <p>1132</p>
<p>SCALE:</p> <p>1:80</p>		<p>DESIGN BY:</p> <p>PFH</p>
<p>DRAWN BY:</p> <p>FRT</p>		<p>CHECKED BY:</p> <p>WHS</p>
<p>THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.</p>		
<p>DRAWING NO.</p> <p>EX-1</p>		

ACORN ENGINEERING, INC.
ACORN ENGINEERING, INC. P.O. BOX 3372
PORTLAND, MAINE 04104 (207) 775-2655

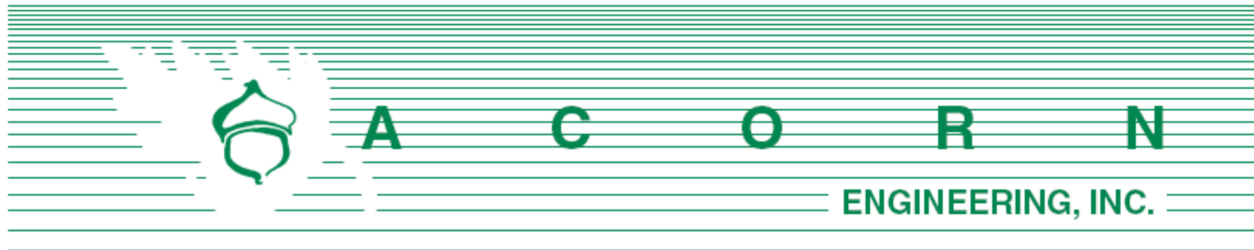
ATTACHMENT E



Agreement Change Order

Contract Title: Long Creek South Branch Stormwater BMP Retrofits — Engineering Design Services Agreement		Change Order Number: No. 4	
Contractor Name and Address: Acorn Engineering, Inc. 65 Hanover Street Portland, Maine 04101		Date of Request: 05/24/2023	
		Original Contract Date: 12/11/2019	
		Original Performance Date: 06/30/2020	
		Original Termination Date: Upon completion of services.	
Contractor Phone: (207) 775-2655	Contractor Email: wsavage@acorn-engineering.com	Original Contract Amount: \$89,963	
<input checked="" type="checkbox"/> Previous Change Orders (If yes complete revised amount and/or termination fields)			
Revised Contract Amount: \$110,286.50		Revised Performance Date: August 14,2020	Revised Termination Date: Upon completion of services.
Change Category (Check all that apply):			
<input checked="" type="checkbox"/> Schedule	<input checked="" type="checkbox"/> Cost	<input checked="" type="checkbox"/> Scope	
<input checked="" type="checkbox"/> Deliverables	<input type="checkbox"/> Testing/Quality	<input type="checkbox"/> Resources	
Does this Change Affect (Check all that apply):			
<input type="checkbox"/> Corrective Action	<input type="checkbox"/> Preventative Action	<input type="checkbox"/> Defect Repair	
<input type="checkbox"/> Updates	<input type="checkbox"/> Other		
Description:		Add	Deduct
This change order is to restore the original project budget to account for out of scope work (\$2,101), update hourly fees based on Acorn's current rates and add additional time to refresh and resubmit engineering plans and remaining permit applications (\$3,400), update hourly fees and add additional time for project management (\$2,325), and to update hourly fees to apply to the yet to be completed Construction Oversight task in the original		\$10,906	

contract (revised contract amount of \$12,370, less original contract amount \$9,290 = \$3,080).			
Totals		\$10,906	
Change Order Amount:			\$10,906
Previous Contract/Agreement Amount:			\$110,286.50
New Contract/Agreement Amount:			\$121,192.50
Approval Process Needed:			
<input type="checkbox"/> No Cost Time Extension <input type="checkbox"/> Executive Director Approval <input checked="" type="checkbox"/> Board Approval			
New Contract Information (enter if revised):			
New Contract Amount: \$121,192.50		New Performance Date: Upon completion of services.	New Termination Date: Upon completion of services.
All provisions of the original contract not modified by this change order remain in full force and effect.			
Approved by Long Creek Watershed Management District:		Approved by Acorn Engineering, Inc.:	
Signature:	Date:	Signature:	Date:
Printed Name: Peter J. Carney		Printed Name: William H. Savage	
Title: Executive Director		Title: Principal	



Long Creek Watershed Management District
Attn: Peter Carney
35 Main Street, Suite 3
Windham, ME 04062

May 19, 2023

Subject: Acorn Engineering Change Order #5
Long Creek South Branch BMP Retrofits

Mr. Carney:

Acorn Engineering, Inc. is pleased to provide this Change Order #5 request to the Long Creek Watershed Management District (the District) for you and the Boards consideration associated with Acorn's current contract for the Long Creek South Branch BMP Retrofits project.

From approximately December 2021 to March 2023 we understand the District has been working with the adjacent participating landowners, where the proposed project is located, to secure the required easements. The easements are necessary to show Right, Title, and Interest in the property in order to submit the remaining permit applications for the project, including the Maine DEP Site Location of Development permit amendment, Maine DEP NRPA Permit-by-Rule, and the US Army Corps of Engineers General Permit. As requested by the LCWMD, during this time, Acorn has provided supplemental documents and services associated with the R,T,I process, as well as helped coordinate the City of South Portland's Site Plan approval extension. For the work performed to date above the current scope of services agreement, we are requesting \$2,106 for the work performed from December 2021 to March 2023.

We understand the District has now secured the easement from Philbrook Avenue Associates, LLC, and is finalizing the GCP, LLC easement, which is expected to be approved by the Board in the next month. With the R,T,& I in place, we understand the District is looking to continue with the project to allow for an anticipated start of construction fall of 2023. Due to the project schedule delay, we are requesting an additional \$8,800 to refresh and resubmit the plans and remaining permit applications, per the below table showing the anticipated hours required with Acorn's current 2023 schedule of fees (attached). These rates are also anticipated apply to the yet to be completed Construction Oversight. The total Change Order #5 request is \$10,906.

2023 Change order				
Task 5				
Permitting	Design Engineer	\$ 105	0	\$ -
	Project Engineer	\$ 135	16	\$ 2,160
	Project Manager	\$ 155	8	\$ 1,240
				\$ 3,400
Task 6				
Project Management	Design Engineer	\$ 105	0	\$ -
	Project Engineer	\$ 135	0	\$ -
	Project Manager	\$ 155	15	\$ 2,325
				\$ 2,325
Task 7				
Construction Oversight	Design Engineer	\$ 105	40	\$ 4,200
	Project Engineer	\$ 135	30	\$ 4,050
	Project Manager	\$ 155	8	\$ 1,240
	Wetland Scientist	\$ 120	24	\$ 2,880
				\$ 12,370

Acorn Engineering, Inc. appreciates the opportunity to submit our proposal. We believe that a combination of our past work history, understanding of the Client’s needs, and overall professionalism shall provide an invaluable resource. We look forward to the opportunity to continuing to work with you on this exciting and rewarding project.

Sincerely,



William H. Savage, P.E.
Principal
Acorn Engineering, Inc.



Peter F. Heil, P.E.
Project Manager
Acorn Engineering, Inc.

**SCHEDULE OF FEES
AS OF JANUARY 1, 2023**

General Civil Engineering Consulting Services

	<u>Hourly Rates</u>
Senior Civil Engineer	\$ 160-170
Project Manager	\$ 140-155
Project Engineer	\$ 120-135
Design Engineer II	\$ 105-110
Design Engineer I	\$ 98-100
Office Administrator	\$ 70

Reimbursable Expenses

➤ Vehicle expenses Rate		IRS Standard Mileage
➤ Black & White Copies (8.5"x11")		at \$0.15/page
➤ Color Copies (8.5"x11")		at \$1.00/page
➤ Black & White Copies (11"x17")		at \$1.00/page
➤ Color Copies (11"x17")		at \$2.00/page
➤ Black & White Plots (24"x36")		at \$2.00/page
➤ Black & White Scans PDF (24"x36")		at \$5.00/page
➤ Color Plots (24"x36")		at \$10.00/page
➤ Mylar Drawings (24"x36")		at \$32.00/page
➤ Other		at cost + 15%
➤ Overnight or express mail		at cost +15%
➤ Subcontractors (if necessary)		at cost +15%

Application fees and certified mailing cost are not included as it is assumed that these will be paid by the Owner to the reviewing authority if necessary.

Hourly rates are subject to change on January 1st, 2024. Acorn Engineering reserves the right to add additional employees with their associated hourly rates.