



Long Creek Watershed Management District Board of Director's Meeting

Agenda: September 13, 2022, 9:00a.m. to 11:00a.m.

Location: Remote participation due to COVID-19; members of the public may participate in the meeting telephonically by calling (207) 352-4212 and entering conference ID: 709 964 393#.

Time	Agenda Item	Attachment	Page(s)
9:00 — 9:05	1. Call to Order		
9:05 — 9:10	2. Minutes: June 23, 2022, Board Meeting <i>Proposed Motion: Motion to approve the June 23, 2022, Board meeting minutes.</i>	Attachment A	1 — 4
9:10 — 9:25	3. Treasurer's Report: a. July - August Financial Report b. Thomas Drive Drainage and Forebay Maintenance, Change Order, Maritime Farms & Land Management, LLC	Attachment B	5 — 19
9:25 — 9:40	4. Sole Source Agreement, P.C. Sexton WIT Companies, LLC, Sustainable Winter Management (SWiM®) Program: <i>Proposed Motion: Motion to authorize the Executive Director to enter into a sole source agreement with P.C. Sexton WIT Companies, LLC in an amount not to exceed \$63,250 to implement the Sustainable Winter Management (SWiM®) program in the winter of 2022/2023 in accordance with the attached proposal.</i>	Attachment C	20 — 27
9:40 — 9:55	5. Change Order, Sterling Stormwater Maintenance Services, LLC, Jellyfish Filter Cartridge Replacement: <i>Proposed Motion: Motion to authorize the Executive Director to enter into a change order with Sterling Stormwater Maintenance Services, LLC in an amount not to exceed \$17,369 to replace filter cartridges in three Contech Jellyfish units in accordance with the attached proposal.</i>	Attachment D	28 — 34
9:55 — 10:10	6. Discussion: Private BMP Incentive Program		
10:10 — 10:15	7. Public Comment(s)		
10:15 — 10:20	8. Next Meeting		
10:20	9. Adjourn		

ATTACHMENT A



Long Creek Watershed Management District Board of Director's Meeting

Minutes from June 23, 2022, Meeting

Location: Remote participation due to COVID-19; members of the public may participate in the meeting telephonically by calling (207) 352-4212 and entering conference ID: 115 458 767#.

1. **Call to Order:** Mr. Dillon call the meeting to order at 9:11a.m.
2. **Roll Call:**
 - a. Attendance: Curtis Bohlen, Fred Dillon, Sean Donohue, Brian Goldberg, Will Haskell, Susan Henderson, Jason Kenney, Doug Roncarati
 - b. Absent: Angela Blanchette, Eric Dudley, Craig Gorris, Ed Palmer
 - c. Staff/Guests: Peter Carney (Long Creek Watershed Management District); Jim Katsiaficas, Esq. (Perkins Thompson); Chris Brewer (Cumberland County Soil & Water Conservation District); Stephanie Taylor (City of South Portland)
3. **Review of Board Meeting Minutes:**
 - a. The Board reviewed the minutes from the April 28, 2022, meeting.
 - b. **Mr. Roncarati made a motion to approve the April 28, 2022, Board meeting minutes. Mr. Dillon seconded the motion. The motion carried unanimously.**
4. **Treasurer's Report:**
 - a. Mr. Bohlen reviewed the May Financial Report.
 - b. Mr. Bohlen noted that some expenses reflected in the report are related to work performed in 2021, but which was not invoiced until 2022.
 - c. Mr. Brewer noted that progress is being made by Maine DEP to resolve several outstanding licensing matters, which should result in the District receiving fees related to these outstanding permitting issues.
 - d. Mr. Brewer advised that the audit of the Fiscal Year 2022 financial statement is scheduled to begin in the third week of August.
5. **Approve Fiscal Year 2023 Budget:**
 - a. Mr. Carney reminded the Board that it adopted a provisional budget for Fiscal Year 2023 in January, and that the Board must approve a final budget for the following fiscal year no later than July 1 each year.
 - b. For consideration today is adoption of the final Fiscal Year 2023 in accordance with the Budget Narrative and associated documents included in today's Board packet.
 - c. Mr. Carney noted that there are not many significant changes from the January figures, except for BMP inspection and maintenance.
 - d. Mr. Carney explained that account 5041 is the Reserve Account where non-routine maintenance and repair funds are tracked. The District has been budgeting \$200,000 annually for non-routine maintenance and repair, leftover funds are carried over to future years for accounting purposes

- e. The amount budgeted for the South Branch BMP Retrofits project has not changed. Mr. Carney noted that progress is being made on acquiring the easement necessary to construct the project. Conceivably, project construction could start in late fall to early winter this year.
- f. The same amount budgeted in the prior two fiscal years is proposed again for the Private BMP Incentive Program, but Mr. Carney recommends making changes to the program to make it more palatable to landowners.
- g. Mr. Carney advised that a substantial increase is being proposed for account 5047 which is for structural BMP Inspection and maintenance, the increase pertains to increasing annual inspection and maintenance frequencies for most structural BMPs.
- h. The net effect of the proposed increases in BMP inspection and maintenance frequencies is an annual increase in costs from the current amount of \$80,000 to \$128,000 for BMP inspection and maintenance under the proposed schedule.
- i. In addition, the scope of work has been revised for several BMP types.
- j. Examples of changes in scope include replacing the top three inches of Filterra media annually as a routine maintenance item, heavy cleanout of bioretention cells due to winter sand, and adding an annual draw-down inspection for several BMP types as it has been difficult to time adequate rain events to coincide with maintenance activities.
- k. The increased frequencies are further detailed in the Change Order to the Sterling Stormwater Maintenance Services, LLC BMP Inspection and Maintenance Services Agreement included in today's Board packet.
- l. Mr. Carney advised that account 5090, which is for the purchase of water quality monitoring equipment, doubled from the January figure from \$2,500 to \$5,000. This line item was increased because there have been several monitoring equipment failures already this season as equipment is aging.
- m. Mr. Carney noted that account 6276, which is for Pavement Sweeping, increased from the fiscal year 2022 figure. The increase is related to an increase in the contract acreage to be swept in fiscal year 2023, from 305 total acres and 58 hot spot acres in fiscal year 2022, to 311 total acres and 62 hot spot acres in fiscal year 2023. Per acre sweeping rates remain the same as last year.
- n. **Mr. Goldberg made a motion to approve the Fiscal Year 2023 budget. Mr. Haskell seconded the motion. The motion carried unanimously.**

6. Sterling Stormwater Maintenance Services, LLC; Change Order:

- a. Mr. Carney said the decision to review inspection and maintenance frequencies was made after the issue with Filterra media needing to be completely replaced last fall in all Filterra units after laboratory analysis identified that the media was clogged with fine particulate.
- b. Mr. Carney advised that the proposed frequencies were developed in association with Tom Gorrivan from Sterling Stormwater Maintenance Services, LLC, Chris Baldwin, Cumberland County Soil & Water Conservation District's District Engineer, and input from Mr. Roncarati as the City of Portland recently went through a similar exercise of increasing BMP inspection and maintenance frequencies.
- c. Mr. Carney advised that the change order revises the Stormwater BMP Inspection and Maintenance Services Agreement, as follows: (1) it increases BMP inspection and maintenance frequencies; (2) recharacterizes a number of Underdrained Soil Filter BMPs as Bioretention cell BMPs; and (3) amends the scope of work applicable to some BMPs.

- d. Increasing the frequency of inspection and maintenance activities is anticipated to lessen the likelihood that “nonroutine” maintenance will be required, while keeping BMPs at a consistent, high level of function.
 - e. Undrained Soil Filters are typically grassed and only require mowing, whereas, Bioretention cells typically have planting beds which need to be maintained and mulched. The Request for Proposals issued for the current contract generally used the BMP characterizations taken from engineering plans. In some cases, Underdrained Soil Filters have been “converted” to Bioretention cells and in other cases there were different understandings of what should be considered an Underdrained Soil Filter and what should be considered a Bioretention cell. For clarity in this contract, a distinction is being made between grassed BMPs (Underdrained Soil Filters) and landscaped BMPs (Bioretention cells). This characterization results in many former Underdrained Soil Filters being recharacterized as Bioretention cells.
 - f. Given the District’s experience with media in Filterra units becoming clogged with fine particulate, routine maintenance for Filterra units will now include replacement of the top three inches of media as routine annual maintenance. This preventative maintenance is intended to keep the Filterras operating more efficiently and to prolong, or obviate, the need to completely replace the media in the future.
 - g. Changes to the scope of work also include more frequent and more comprehensive cleanout of sediment from certain BMPs and clarifies inspection requirements for post-storm, draw-down assessments.
 - h. **Mr. Haskell made a motion to authorize the Executive Director to enter into a change order with Sterling Stormwater Maintenance Services, LLC to increase BMP inspection and maintenance frequencies. Mr. Donohue seconded the motion. The motion carried unanimously.**
7. **Public Comment(s):** None.
8. **Next Meeting:** Mr. Carney agreed to send a poll to the Board to determine the date of the next meeting.
9. **Adjourn:** The meeting adjourned at 10:14a.m.

Board attendance and voting record:

Board Member	Attendance	Approve April 28, 2022, Minutes	Approve Fiscal Year 2023 Budget	Sterling Stormwater Maintenance Services, LLC; Change Order
Blanchette	N	—	—	—
Bohlen	Y	Y	Y	Y
Dillon	Y	Y	Y	Y
Donahue	Y	Y	Y	Y
Dudley	N	—	—	—
Goldberg	Y	Y	Y	Y
Gorris	N	—	—	—
Haskell	Y	Y	Y	Y
Henderson	Y	Y	Y	Y
Kenney	Y	Y	Y	Y
Palmer	N	—	—	—
Roncarati	Y	Y	Y	Y

ATTACHMENT B



Financial Report

Long Creek Watershed Management District
For the period ended August 31, 2022

Prepared by
Christopher Brewer, Fiscal Agent

Prepared on
August 30, 2022

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Monthly:Budget vs. Actuals - FY23 P&L 14

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

August 2022

	Aug 2022	Jul - Aug, 2022 (YTD)	Total
INCOME			
4100 ADMINISTRATION	1,463.43		88,741.63
4200 CONSTRUCTION AND MAINTENANCE	5,962.36		395,717.48
4201 Drainage Maintenance Agreement			316.00
Total 4200 CONSTRUCTION AND MAINTENANCE	5,962.36		396,033.48
4500 GOOD HOUSEKEEPING	2,864.28		155,502.27
4600 MONITORING	607.32		40,353.44
4810 FINANCE CHARGES	86.00		1,609.26
4820 INTEREST			871.51
Total Income	10,983.39		683,111.59
GROSS PROFIT	10,983.39		683,111.59
EXPENSES			
5040 CONSTRUCTION			
5042 Engineering	242.50		242.50
5044 Permit Fees	-575.00		-575.00
5049 Landscaping of Const. Proj.	9,860.00		9,860.00
Total 5040 CONSTRUCTION	9,527.50		9,527.50
5060 MONITORING EXPENSE			
5061 Watershed Monitoring			5,839.24
Total 5060 MONITORING EXPENSE			5,839.24
5090 EQUIPMENT			713.00
6000 PROGRAM EXPENSE			
6002 Loan Payment			37,879.15
Total 6000 PROGRAM EXPENSE			37,879.15
6180 INSURANCE			
6181 Liability Insurance			2,642.00
Total 6180 INSURANCE			2,642.00
6270 PROFESSIONAL FEES			
6271 Consultant-Engineer	93.75		156.25
6272 Legal Fees	1,076.00		1,676.00
6275 Plan Implementation	21,243.22		21,243.22
Total 6270 PROFESSIONAL FEES	22,412.97		23,075.47
6340 TELEPHONE	85.28		205.97
6350 TRAVEL			
6354 Travel	30.89		30.89
Total 6350 TRAVEL	30.89		30.89
7200 Salaries & Related Expenses			
7220 Salaries & Wages	7,140.02		14,280.04
7245 Employee Benefits - Simple IRA	214.20		428.40
7250 Payroll Taxes, etc.	546.21		1,092.42
7260 Payroll Processing & Fees	50.00		99.00
Total 7200 Salaries & Related Expenses	7,950.43		15,899.86
Total Expenses	40,007.07		95,813.08
NET OPERATING INCOME	-29,023.68		587,298.51
NET INCOME	\$ -29,023.68		\$587,298.51

Balance Sheet

As of August 31, 2022

	As of Aug 31, 2022	As of Aug 31, 2021 (PY)	Total % Change
ASSETS			
Current Assets			
Bank Accounts			
1110 Biddeford Savings - Checking	10,000.00	11,009.76	-9.17 %
1116 Biddeford Savings Savings Base	200,000.00	200,000.00	0.00 %
1117 Biddeford Savings Sweep Savings	3,715,159.66	3,300,797.06	12.55 %
Total Bank Accounts	3,925,159.66	3,511,806.82	11.77 %
Accounts Receivable			
1200 ACCOUNTS RECEIVABLE	493,040.22	415,482.90	18.67 %
Total Accounts Receivable	493,040.22	415,482.90	18.67 %
Other Current Assets			
12100 Performance Guarantee	33,050.00	33,050.00	0.00 %
1400 ALLOWANCE FOR DOUBTFUL ACCOUNTS	-33,426.12	-33,426.12	0.00 %
1499 UNDEPOSITED FUNDS	0.00	11,220.27	-100.00 %
Total Other Current Assets	-376.12	10,844.15	-103.47 %
Total Current Assets	4,417,823.76	3,938,133.87	12.18 %
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	\$9,026,797.07	\$8,638,696.92	4.49 %

LIABILITIES AND EQUITY

Liabilities

Current Liabilities

	As of Aug 31, 2022	As of Aug 31, 2021 (PY)	Total % Change
Accounts Payable			
2000 ACCOUNTS PAYABLE	0.00	9,176.00	-100.00 %
Total Accounts Payable	0.00	9,176.00	-100.00 %
Credit Cards			
1114 Credit Card	-50.00	284.09	-117.60 %
Total Credit Cards	-50.00	284.09	-117.60 %
Other Current Liabilities			
2210 Accrued Vacation	1,801.74	1,801.74	0.00 %
Payroll Liabilities			
Federal Taxes (941/944)	0.00	820.94	-100.00 %
Federal Unemployment (940)	0.00	205.96	-100.00 %
ME Income Tax	0.00	187.00	-100.00 %
TD Ameritrade	0.00	-1.00	100.00 %
Total Payroll Liabilities	0.00	1,212.90	-100.00 %
Total Other Current Liabilities	1,801.74	3,014.64	-40.23 %
Total Current Liabilities	1,751.74	12,474.73	-85.96 %
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	683,576.44	770,057.73	-11.23 %
Equity			
3000 NET ASSETS	7,755,922.12	7,297,132.51	6.29 %
Net Income	587,298.51	571,506.68	2.76 %
Total Equity	8,343,220.63	7,868,639.19	6.03 %
TOTAL LIABILITIES AND EQUITY	\$9,026,797.07	\$8,638,696.92	4.49 %

Checks and Credit Card Charges by Date

July 2022

Date	Transaction Type	Num	Posting	Name	Memo/Description	Account	Split	Amount
07/01/2022	Bill Payment (Check)	1061	Yes	Maritime Farms Land Management		1110 Biddeford Savings - Checking	2000 ACCOUNTS PAYABLE	-44,600.21
07/12/2022	Bill Payment (Check)	1062	Yes	GZA GEOENVIRONMENTAL INC		1110 Biddeford Savings - Checking	2000 ACCOUNTS PAYABLE	-5,532.58
07/14/2022	Bill Payment (Check)	1068	Yes	wood		1110 Biddeford Savings - Checking	2000 ACCOUNTS PAYABLE	-310.00
07/14/2022	Bill Payment (Check)	1067	Yes	Eco Maine - Vendor		1110 Biddeford Savings - Checking	2000 ACCOUNTS PAYABLE	-3,834.61
07/14/2022	Bill Payment (Check)	1066	Yes	CARD SERVICES		1110 Biddeford Savings - Checking	2000 ACCOUNTS PAYABLE	-1,869.90
07/14/2022	Bill Payment (Check)	1065	Yes	CROSS INSURANCE		1110 Biddeford Savings - Checking	2000 ACCOUNTS PAYABLE	-2,642.00
07/14/2022	Bill Payment (Check)	1064	Yes	ONSET COMPUTER		1110 Biddeford Savings - Checking	2000 ACCOUNTS PAYABLE	-713.00
07/14/2022	Bill Payment (Check)	1063	Yes	A Partner in Technology		1110 Biddeford Savings - Checking	2000 ACCOUNTS PAYABLE	-62.50
07/14/2022	Bill Payment (Check)	1069	Yes	PERKINS THOMPSON	13657-0001	1110 Biddeford Savings - Checking	2000 ACCOUNTS PAYABLE	-600.00
07/26/2022	Bill Payment (Check)	1071	Yes	CUMBERLAND COUNTY SWCD		1110 Biddeford Savings - Checking	2000 ACCOUNTS PAYABLE	-9,097.45
07/26/2022	Bill Payment (Check)	1070	Yes	ACORN ENGINEERING, INC		1110 Biddeford Savings - Checking	2000 ACCOUNTS PAYABLE	-547.50
07/26/2022	Bill Payment (Check)	1072	Yes	CUMBERLAND COUNTY SWCD		1110 Biddeford Savings - Checking	2000 ACCOUNTS PAYABLE	-503.86
07/29/2022	Bill Payment (Check)	1073	Yes	VERIZON		1110 Biddeford Savings - Checking	2000 ACCOUNTS PAYABLE	-120.69
07/29/2022	Bill Payment (Check)	1074	Yes	GZA GEOENVIRONMENTAL INC		1110 Biddeford Savings - Checking	2000 ACCOUNTS PAYABLE	-5,839.24

Deposit List by Date

August 2022

Date	Transaction Type	Num	Posting	Name	Memo/Description	Account	Split	Amount
08/01/2022	Deposit		Yes			1116 Biddeford Savings Savings Base	-Split-	128,112.22
08/09/2022	Deposit		Yes			1116 Biddeford Savings Savings Base	-Split-	65,687.08
08/16/2022	Deposit		Yes			1116 Biddeford Savings Savings Base	-Split-	15,993.39
08/25/2022	Deposit		Yes	Philbrook Avenue Associates LLC		1116 Biddeford Savings Savings Base	1499 UNDEPOSITED FUNDS	8,483.39
08/26/2022	Deposit		Yes			1116 Biddeford Savings Savings Base	-Split-	40,566.97

A/R Aging Summary

As of August 31, 2022

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
333 Clark's Pond, LLC						0.00
138-01			2,908.00			2,908.00
Total 333 Clark's Pond, LLC			2,908.00			2,908.00
465 Main Street LLC						0.00
128-02			4,248.99			4,248.99
Total 465 Main Street LLC			4,248.99			4,248.99
Atlantic Regional Federal Credit Union						0.00
44-02			4,417.80			4,417.80
Total Atlantic Regional Federal Credit Union			4,417.80			4,417.80
CarMax Auto Superstores, Inc.					-0.02	-0.02
Cornerbrook LLC						0.00
65-01			4,145.52	371.34	72,947.95	77,464.81
Total Cornerbrook LLC			4,145.52	371.34	72,947.95	77,464.81
CPSP LLC						0.00
70-D-01			6,160.15	453.15	79,686.16	86,299.46
71-D-01			5,716.68	482.42	94,732.79	100,931.89
72-D-01			2,198.94	213.29	39,598.75	42,010.98
Total CPSP LLC			14,075.77	1,148.86	214,017.70	229,242.33
Draco South Portland, 100 LLC						0.00
61-01			3,597.45			3,597.45
Total Draco South Portland, 100 LLC			3,597.45			3,597.45
GGP-Maine Mall L.L.C.						0.00
28-R-01			122.41			122.41
30-R-01	10,897.39		21,725.29	10,827.90	10,827.90	54,278.48
32-R-01			633.91			633.91
58-R-01			30.85			30.85
68-R-01			199.32			199.32
Total GGP-Maine Mall L.L.C.	10,897.39		22,711.78	10,827.90	10,827.90	55,264.97
Hannaford Bros. Co., LLC						0.00

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
66-01			4,431.90			4,431.90
Total Hannaford Bros. Co., LLC			4,431.90			4,431.90
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	0.00
99-01			12,089.75			12,089.75
Total Jetport Plaza LLC			12,089.75		0.00	12,089.75
Macy's Retail Holdings, Inc						0.00
29-01					80.28	80.28
Total Macy's Retail Holdings, Inc					80.28	80.28
Maine Turnpike Authority						0.00
301-01			4,061.49			4,061.49
303-01			29,098.59			29,098.59
304-01			9,193.01			9,193.01
Total Maine Turnpike Authority			42,353.09			42,353.09
North Avenue Realty Trust						0.00
15-01	86.00			73.77	1,395.04	1,554.81
Total North Avenue Realty Trust	86.00			73.77	1,395.04	1,554.81
ON Semiconductor, Inc.						0.00
98-01			9,433.32			9,433.32
Total ON Semiconductor, Inc.			9,433.32			9,433.32
Target Corporation						0.00
23-U-01					51.65	51.65
Total Target Corporation					51.65	51.65
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
Transport Leasing Corp.						0.00
5-N-01			360.00			360.00

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
Total Transport Leasing Corp.			360.00			360.00
TRU 2005 RE I, LLC						0.00
33-01					10,016.46	10,016.46
Total TRU 2005 RE I, LLC					10,016.46	10,016.46
Washington Baxter, LLC						0.00
69-02					24,415.15	24,415.15
Total Washington Baxter, LLC					24,415.15	24,415.15
TOTAL	\$10,983.39	\$0.00	\$135,882.85	\$12,421.87	\$333,752.11	\$493,040.22

Accounts Payable Aging Summary

As of August 31, 2022

This report contains no data for your specified date range.

Expenses by Vendor Summary

July 2022 - June 2023

	Total
A Partner in Technology	156.25
ACORN ENGINEERING, INC	242.50
CITY OF SOUTH PORTLAND	-575.00
CROSS INSURANCE	2,642.00
CUMBERLAND COUNTY SWCD	21,274.11
GZA GEOENVIRONMENTAL INC	5,839.24
Intuit	99.00
MAINE MUNICIPAL BOND BANK	37,879.15
Maritime Farms Land Management	9,860.00
ONSET COMPUTER	713.00
PERKINS THOMPSON	1,676.00
VERIZON	205.97
TOTAL	\$80,012.22

Monthly: Budget vs. Actuals - FY23 P&L

July - August, 2022

	Actual	Budget	over Budget	Total % of Budget
INCOME				
4100 ADMINISTRATION	88,741.63	181,347.12	-92,605.49	48.93 %
4200 CONSTRUCTION AND MAINTENANCE	395,717.48	925,331.36	-529,613.88	42.76 %
4201 Drainage Maintenance Agreement	316.00		316.00	
Total 4200 CONSTRUCTION AND MAINTENANCE	396,033.48	925,331.36	-529,297.88	42.80 %
4500 GOOD HOUSEKEEPING	155,502.27	354,856.36	-199,354.09	43.82 %
4600 MONITORING	40,353.44	75,305.16	-34,951.72	53.59 %
4700 STREAM RESTORATION	0.00	2,735.95	-2,735.95	0.00 %
4810 FINANCE CHARGES	1,609.26		1,609.26	
4820 INTEREST	871.51	8,000.00	-7,128.49	10.89 %
Total Income	683,111.59	1,547,575.95	-864,464.36	44.14 %
GROSS PROFIT	683,111.59	1,547,575.95	-864,464.36	44.14 %
EXPENSES				
5010 ADS		500.00	-500.00	
5030 BAD DEBT		40,245.10	-40,245.10	
5040 CONSTRUCTION				
5041 BMP Repair & Replacment Reserve		200,000.00	-200,000.00	
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		127,975.00	-127,975.00	
5049 Landscaping of Const. Proj.	9,860.00	103,442.50	-93,582.50	9.53 %
Total 5040 CONSTRUCTION	9,527.50	2,129,667.50	-2,120,140.00	0.45 %
5060 MONITORING EXPENSE				
5061 Watershed Monitoring	5,839.24	63,549.00	-57,709.76	9.19 %
Total 5060 MONITORING EXPENSE	5,839.24	63,549.00	-57,709.76	9.19 %
5080 MEETINGS		2,000.00	-2,000.00	
5090 EQUIPMENT	713.00	5,000.00	-4,287.00	14.26 %
6000 PROGRAM EXPENSE				
6002 Loan Payment	37,879.15	75,760.00	-37,880.85	50.00 %
Total 6000 PROGRAM EXPENSE	37,879.15	75,760.00	-37,880.85	50.00 %
6160 DUES AND SUBSCRIPTIONS		2,000.00	-2,000.00	
6170 EQUIPMENT RENTAL		1,000.00	-1,000.00	

				Total
	Actual	Budget	over Budget	% of Budget
6180 INSURANCE				
6181 Liability Insurance	2,642.00	9,500.00	-6,858.00	27.81 %
Total 6180 INSURANCE	2,642.00	9,500.00	-6,858.00	27.81 %
6250 POSTAGE AND DELIVERY		650.00	-650.00	
6270 PROFESSIONAL FEES				
6271 Consultant-Engineer	156.25	62,600.00	-62,443.75	0.25 %
6272 Legal Fees	1,676.00	20,000.00	-18,324.00	8.38 %
6273 Accounting		9,300.00	-9,300.00	
6275 Plan Implementation	21,243.22	169,220.63	-147,977.41	12.55 %
6276 Sweeping		148,768.40	-148,768.40	
6278 Catch Basin Cleaning		52,500.00	-52,500.00	
6283 Waste Management		14,332.00	-14,332.00	
Total 6270 PROFESSIONAL FEES	23,075.47	476,721.03	-453,645.56	4.84 %
6340 TELEPHONE	205.97	1,440.00	-1,234.03	14.30 %
6350 TRAVEL				
6351 Lodging		500.00	-500.00	
6353 Meals		500.00	-500.00	
6354 Travel	30.89	1,100.00	-1,069.11	2.81 %
6355 Conferences		2,000.00	-2,000.00	
Total 6350 TRAVEL	30.89	4,100.00	-4,069.11	0.75 %
6550 SUPPLIES		2,000.00	-2,000.00	
7200 Salaries & Related Expenses				
7220 Salaries & Wages	14,280.04	93,771.35	-79,491.31	15.23 %
7245 Employee Benefits - Simple IRA	428.40	2,811.35	-2,382.95	15.24 %
7250 Payroll Taxes, etc.	1,092.42	7,168.71	-6,076.29	15.24 %
7260 Payroll Processing & Fees	99.00	500.00	-401.00	19.80 %
7270 Workers Comp Insurance		500.00	-500.00	
Total 7200 Salaries & Related Expenses	15,899.86	104,751.41	-88,851.55	15.18 %
Total Expenses	95,813.08	2,918,884.04	-2,823,070.96	3.28 %
NET OPERATING INCOME	587,298.51	-1,371,308.09	1,958,606.60	-42.83 %
NET INCOME	\$587,298.51	\$ -1,371,308.09	\$1,958,606.60	-42.83 %

ATTACHMENT C



REQUISITION FOR SOLE SOURCE CONTRACT AUTHORIZATION

Date of Sole Source Request: September 13, 2022

Sole Source Completed by: Peter Carney, LCWMD, Executive Director

Contractor: P.C. Sexton WIT Companies, LLC *dba* WIT Advisers
P.O. Box 176
Delanson, N.Y. 12053

Contact Person: Phill Sexton

Contact Telephone: (240) 405-4997

Services: Sustainable Winter Management (SWiM®) Program

Contract Amount: \$63,250
Contract Start Date: Upon execution of services agreement.

Contract End Date: June 30, 2023

Substantiation of Need:

The *Long Creek Watershed Management Plan* (the "Plan") recognizes that elevated chloride levels can adversely impact the growth and reproduction of aquatic organisms. Chloride concentrations are often elevated in urban streams due to the application of road salt for deicing during winter months. The Plan notes that water quality monitoring upon which the Plan is based shows that chloride concentrations are generally much higher in Long Creek than in control samples collected from a nearby watershed with less intensive development.

The over ten-years-worth of monitoring data collected by LCWMD since the inception of the Plan reflects that chloride levels in Long Creek remain high. The comprehensive data analysis prepared by LCWMD's water quality monitoring consultant indicates that most of the sites in Long Creek monitored for chlorides exceed the U.S. Environmental Protection Agency's ("EPA") aquatic life criteria thresholds. EPA has established a Criterion Continuous Concentration ("CCC") standard which is an estimate of the highest concentration of a pollutant in surface water to which an aquatic community can be exposed indefinitely and a Criterion Maximum Concentration ("CMC") standard which is an estimate of the highest concentration of a material in surface water to which an aquatic community can be exposed briefly without resulting in an unacceptable effect.

LCWMD's data analysis reflects that most of the sites in Long Creek monitored for chlorides exceed the CCC threshold approximately 50% of the time during the monitoring season duration which is from early spring to late fall. In addition, one monitoring site exceeds the CMC threshold approximately 10% of the time.

For years, LCWMD's Board and Staff have investigated means of lowering chloride levels in Long Creek including stormwater treatment options, use of alternative materials, and education and outreach initiatives. Extensive research has not identified any effective means of treating chloride-containing stormwater and has not identified alternative materials that do not result in other adverse water quality impacts. Education and outreach efforts have been hamstrung by contractor's fears of

exposure to liability and meeting landowner expectations. The only known effective means of lowering chloride levels in stormwater is through reducing the use and application of winter salt. In addition, Board members and staff have reviewed various training programs all aimed at reducing the use of chlorides which appear to be of limited effectiveness given similar roadblocks encountered by LCWMD in its chloride reduction efforts.

In Fiscal Years 2021 and 2022, the Board approved sole source agreements with WIT advisers to implement its Sustainable Winter Management (SWiM[®]) during the previous two winters. SWiM[®] focuses on chloride reduction and may be implemented by private and governmental entities. As the basis for the sole source agreement, the Board found that the SWiM[®] program differs from other programs reviewed because it primarily focuses on cost-savings in the form of labor, materials, and infrastructure damage for entities that implement SWiM[®] rather than the traditional focus on water quality. Focusing on cost savings while maintaining a consistently acceptable level of service provides the necessary incentive for landowners to implement chloride reduction efforts who might not otherwise be inclined to participate based solely on environmental concerns. Once landowners adopt chloride reduction efforts as a means of saving money, they can require contractors to implement chloride reduction measures which will result in lowered chloride levels in surface waters.

Furthermore, the Board found that the SWiM[®] program differs from other reviewed programs that tend to focus only on making recommendations and training, while the SWiM[®] program involves the consultant working directly with contractors to implement tailored chloride reduction measures on the ground. The SWiM[®] program also undertakes to accurately measure chlorides application and reduction over a period of time.

When the Fiscal Year 2021 and 2022 sole source agreements were approved, the Board acknowledged that SWiM[®] is typically a multi-year program implemented over a minimum of four years. The Board agreed to assess the implementation of SWiM[®] following each winter, before committing to moving forward with the program in subsequent years. In its assessment of SWiM[®] as implemented during the winters of 2020/2021 and 2021/2022, the Board found that there are opportunities identified during the information gathering phases of the program that could be implemented on participating properties in 2022/2023. In addition, there are opportunities to continue working with existing program participants to document reduced salt use, as well as to engage new landowners in the initial information gathering phase of the program during the winter of 2022/2023. Based on these findings, there was a consensus among the Board that the SWiM[®] program be continued for the winter of 2022/2023. The attached proposal outlines an implementation schedule and cost to implement SWiM[®] during the winter of 2022/2023.

Relationship Between LCWMD and Contractor:

Sole source agreements were entered into with the Contractor in Fiscal Years 2021 and 2022.

Justification for Sole Source Procurement:

Under LCWMD's Rules and Regulations, which contains LCWMD's procurement policy, the requirement of competitive bidding for the purchase of goods and services in excess of \$2,500.00 may be waived by the Board when:

- a. After reasonable investigation by the Executive Director, it appears that any required unit or item of supply, or brand of that unit or item, or any services, is procurable by the LCWMD from only one source;
- b. is of such narrow scope or constraint that the need can be met satisfactorily only by a sole source;
- c. is of such compelling urgency that operations would be seriously impaired by delay inherent in following competitive procedures; or
- d. otherwise is the most economical, effective, and appropriate means of fulfilling a demonstrated need.

The award of a sole source contract to WIT Advisers is supported under the present circumstances because the SWiM® program appears to be best-tailored to meeting LCWMD's needs based upon LCWMD's prior experiences with chlorides reduction given SWiM®'s focus on landowner cost savings, the SWiM® program is a product unique to WIT Advisers, and time is of the essence to implement chloride reduction measures.

Evidence of Prior/Scheduled RFP or Other Competitive Process:

No Prior Request for Proposals or other competitive process.

10 August 2022

To: Mr. Peter Carney – Long Creek Watershed (LCWMD)

From: Phill Sexton – P.C. Sexton WIT Companies, LLC (WIT), dba WIT Advisers | SWiM® | Viaesys

RE: LCWMD SWiM® Program – 2022/'23 Winter Season Scope of Work (SOW)

The following scope of work (SOW) is designed to further support LCWMD's tracking, measurement, and reduction of road salt loading within the watershed and for the development, implementation, and management of an inclusive Sustainable Winter Management (SWiM®) program. The 2022/'23 winter season SOW includes a) stakeholder engagement, b) outreach and c) training, with a working group of property owners / managers, contractors, and municipal operations including and not excluding other qualified candidates; 1) City of So. Portland (2 routes), 2) Maine Mall, 3) 50 Foden Rd. / 225 Gorham Rd.

Benefits include engaged contractors, and property owners / managers, and operators who adopt and practice the *Sustainable Winter Management (SWiM®)* guidelines, will have the opportunity to significantly reduce road salt outputs, save money, and achieve SWiM® certification qualifications in future winter seasons - if they so choose or are required by LCWMD.

2022/'23 Scope of Work (SOW) Options and Costs

Task I. DISCOVERY - Program development and onboarding for new stakeholders

- Engage with up to (3) three new LCWMD stakeholders, property owners, contractors, to gain a comprehensive understanding of their level of service (LOS) requirements, expectations, and site-specific constraints.
- Work with maintenance operators to understand current maintenance methods, materials, salt application efficiency strategies and equipment.
- Provide necessary information needed to help property owners develop contract specifications that follow SWiM® standards including scope of work (SOW), and level of service (LOS) minimum requirements.
- Assist in developing an implementation plan that includes measuring salt outputs and monitoring level of service. GPS enabled salt trackers and site / road weather station monitoring to be recommended for data driven measuring and decision making.

Task I. One-time (1x) Cost: \$8,500.00 USD | initial: _____

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Task 2. MEASURE – Furnish Monitoring Equipment

- a) Furnish (4) GPS enabled salt tracking equipment (MTS Pro) to track vehicle location, speed, and salt/sand application for contractor vehicles / equipment - TBD. Work with contractors to calibrate equipment at least twice per year, or as outlined in task 3.
- b) Furnish (4) wireless, solar powered Site Weather Station / Camera (mini-RWIS), to include air temperature monitor, surface temperature monitor, and lens deicer.

Measuring - SWiM® SALT TRACKER (MTS Pro);
Units required = (6) six

Monitoring SWiM® SITE WEATHER STATION (Mini RWIS);
Units required = (6) six

**Costs include loaned hardware + seasonal service fees/data charge reimbursements, plus remote training/support with installation/setup and calibration.*

Measuring equipment will be assigned to: (3) for City of So. Portland, (1) for 50 Foden / 225 Gorham Road, (1) Maine Mall, (1) New - TBD

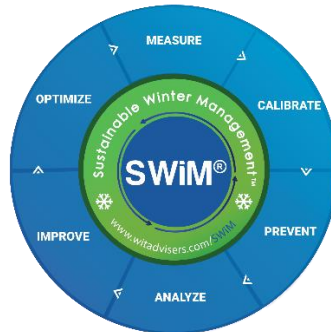
Task 2. Cost: \$29,500.00 USD | Initial: ___

Task 3. Implementation – training, intervention, assessment, and feedback.

Provide a cadence of calibration and assessment training sessions that provide an overview of what has been learned about contractor(s) operation(s), using the tracking equipment, and help guide intervention strategies where salt reduction may be achieved through improved operational efficiency or equipment investments. Task 3 scope to include:

- Review intervention and salt application performance measures for at least (2) operations; a) review application rates from specific storm events by utilizing application rates and images and b) review weather event characteristics to determine trends for standardized policy.
- Conduct training with operators & their managers. The primary objective is for each organization to learn how to calibrate salt outputs and interpret their own unique application rates.
- Hold remote, real-time training (one in person per year, if timing and COVID restrictions allow), to discuss decisions made with corresponding results and data analysis.
- Observe, discuss, and train material reduction strategies.

SWiM® is a **continuous improvement** model. The first step for improvement is to **MEASURE** and establish a baseline that will be used to determine the best strategy for upcoming seasons. Expect it will require two to three seasons of accurate and consistent measuring and monitoring before any significant improvement and intervention opportunities can be seen and or realized.



Task 3. Cost: \$19,250.00 USD | Initial: _____

Task 4. REPORT **.

A summary report of findings, results, and a list of recommended next steps will be delivered to the LCWMD Executive Director and Board of Directors after the end of the season and prior to preparing a scope of work for the next season.

Task 4. Annual Cost: \$6,000.00 (1x annual summary) | initial: _____

** Salt usage / tracking data can be provided upon request as a common file format (xlsx, csv, txt, etc.). Confirmation of what type of format is available to be determined prior to acceptance of quote.

Common online access and viewing requires further development and access costs, in addition to data ownership logistics.

Task 5. CERTIFY

Goal: Certify (I) contractor and / or (I) municipality. SWiM® Certifications for properties (SITES) and municipalities (ROADS). Includes licensure for authorized use by LCWMD and / or program management agreement.

Task 5. Annual Cost: \$2,500.00 (per contractor / municipality) | initial: _____

Option: INSURANCE (if needed):

Estimated allowance of ≤ \$5,000.00 to cover unique insurance requirement cost increases.

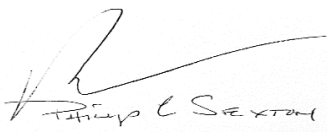
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PROPOSAL QUOTE ACCEPTANCE (for quoted Tasks 1-5):

By: _____ Date: _____

Peter Carney – LCWMD

By:  Phillip C. Sexton

Date: 10 August 2022

Phillip C. Sexton – WIT



P.O. Box 176, Delanson, NY 12053 | Ph: 240-405-4997 | www.WITAdvisers.com

Schedule A

Schedule of Work Tasks

(Example to Revise)

#	Activity	Status	Comments	JUN 1-2	JUN 3-4	JUL 1-2	JUL 3-4	AUG 1-2	AUG 3-4	SEP 1-2	SEP 3-4	OCT 1-2	OCT 3-4	NOV 1-2	NOV 3-4	DEC 1-2	DEC 3-4	JAN 1-2	JAN 3-4	FEB 1-2	FEB 3-4	MAR 1-2	MAR 3-4	APR 1-2	APR 3-4	MAY 1-2	MAY 3-4
1	Pre-Discover Contracts/Agreement			X	X																						
2	Discovery Review past data, level of service, invoices, salt usage					X																					
3	Discovery Understand client/property/contract specific constraints that need to be taken into consideration prior to setting up project plan						X																				
4	Discovery Online meeting #1 to set up project plan, sites, resource requirements							X																			
5	Discovery Online meeting #2 to set up project plan, sites, resource requirements		Contractor to attend						X																		
6	Discovery SWiM® breakout meeting/workshop. Open to other contractors? Overview of SWiM benefits, processes, and case-studies		Preferably in-person							X	X																
7	Discovery Meeting with contractor to discuss hardware needs, equipment needs and project plan									X	X																
8	Track Salt tracker installation and calibration training										X	X	X														
9	Track Camera Installation										X	X	X														
10	Implement Pre-season SWiM training for contractor. Discuss process, responsibilities, expectations, assign contact person(s)												X	X													
11	Implement Start of the season follow-up to ensure things are on track													X													
12	Implement Monthly follow-up (JAN) + Calibration																	X									
13	Analyze Monthly follow-up (FEB)																		X								
14	Implement Monthly follow-up (MAR) + Calibration																			X							
15	Analyze Monthly follow-up (APR)																				X						
16	Analyze End of season summary																								X	X	
17	Report -																										
18	TBD -																										
19	TBD -																										
20	Begin planning for next season																										

The SWiM® breakout meeting/workshop is a value add, **in-kind free of charge workshop**, that we would like to conduct if conditions allow. It is not a part of the official project deliverables nor is it required for the successful completion of the project.

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ATTACHMENT D



Agreement Change Order

Contract Title: Stormwater Best Management Practice (“BMP”) Inspection and Maintenance Services Agreement		Change Order Number: 6
Contractor Name and Address: Sterling Stormwater Maintenance Services, LLC 9 Heathwood Drive Windham, Maine 04062		Date of Request: September 13, 2022
		Original Contract Date: January 4, 2021
		Original Performance Date: Per schedule in agreement.
		Original Termination Date: December 31, 2023
Contractor Phone: (207) 321-9852	Contractor Email: tgorrivan@sterlingstormwater.com	Original Contract Amount: Indefinite delivery, indefinite quantity; per rate and schedule in agreement.
<input checked="" type="checkbox"/> Previous Change Orders (If yes complete revised amount and/or termination fields)		
Revised Contract Amount: Indefinite delivery, indefinite quantity; per rate and schedule in agreement; Change Order #1 for increase in an amount not to exceed \$5,500.00; Change Order #2 for increase in an amount not to exceed \$144,775.00; Change Order #3 in the amount of \$15,873.58; Change Order #4 in the amount of \$1,100.00; Change Order #5 for annual increase of maintenance costs from \$79,500 annually to \$128,000 annually.	Revised Performance Date: Not applicable.	Revised Termination Date: Not applicable.
Change Category (Check all that apply):		
<input checked="" type="checkbox"/> Schedule	<input checked="" type="checkbox"/> Cost	<input checked="" type="checkbox"/> Scope

<input 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 checked="" type="checkbox"/> Other – Non-routine maintenance.	
Description:	Add	Deduct
This Change Order is for the replacement and maintenance of filter elements in the three Contech Jellyfish units maintained by LCWMD. The Change Order is comprised of (1) the cost of the replacement filter elements in the amount of \$13,919 which LCWMD will purchase directly from Contech and (2) labor to install the new filter elements in the amount of \$1,150 per unit, for a total labor cost of \$3,450.	\$17,369.00	
Totals	\$17,369.00	
Change Order Amount:		\$17,369.00
Previous Contract/Agreement Amount:		Indefinite delivery, indefinite quantity; per rate and schedule in agreement.
New Contract/Agreement Amount:		Indefinite delivery, indefinite quantity; per rate and schedule in agreement.
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: Indefinite delivery, indefinite quantity; per rate and schedule in agreement.	New Performance Date: Not applicable.	New Termination Date: Not applicable.

Increase in an amount not to exceed \$17,369.00.			
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 Contractor:	
Signature:	Date:	Signature:	Date:
Printed Name: Peter J. Carney		Printed Name: Thomas P. Gorrivan	
Title: Executive Director		Title:	

Quote # QUO-501991-M9K1Y2					
Date	6/23/2022	Account Name	Long Creek Watershed Management District	Reply-To	
Quote #	QUO-501991-M9K1Y2	Contact Name	Peter Carney	Contech Rep.	Dave Jerke
Revision #	1	Phone	(207) 894-4320	Address	Portland, OR 97220
Project Name	MAINT Maine Mall Road Drainage Improvements 500048	Fax		Phone	(503) 258-3137
Project #	713550	Email	pcarney@restorelongcreek.org	Fax	
Project City/State	South Portland, ME			Email	Dave.Jerke@conteches.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at www.conteches.com/cos. A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
50004 8.10	-Jellyfish 54" Filter Element – 11pk - Part Type : Jellyfish 54" Filter Element – 11pk, Notes for Quote : For JFMH6-4-1 w/4 hi-flo and 1 drain down	5.00	5.00	\$785.00	EA	\$3,925.00
	Jellyfish Head Plate Gasket - Part Type : Jellyfish Head Plate Gasket	5.00	5.00	\$8.00	EA	\$40.00
50004 8.20	-Jellyfish 40" Filter Element – 11pk - Part Type : Jellyfish 40" Filter Element – 11pk, Notes for Quote : For JFMH6-5-1 w/5 hi-flo and 1 drain down	6.00	6.00	\$650.00	EA	\$3,900.00
	Jellyfish Head Plate Gasket - Part Type : Jellyfish Head Plate Gasket	6.00	6.00	\$8.00	EA	\$48.00
50004 8.30	-JF 27" cartridge kit INTL Assembly - Part Type : JF 27" cartridge kit INTL Assembly, Notes for Quote : For JFMH6-6-1 w/6 hi-flo and 1 drain down	7.00	7.00	\$605.00	EA	\$4,235.00
	Jellyfish Head Plate Gasket - Part Type : Jellyfish Head Plate Gasket	7.00	7.00	\$8.00	EA	\$56.00
	Jellyfish Cartridge Nut - Part Type : Jellyfish Cartridge Nut, Notes for Quote : 11 required per cartridge x 11 cartridges = 121 required (reuse existing on 27" cartridges)	121.00	121.00	\$3.00	EA	\$363.00
	JF O-Ring Tentacle Gasket - Part Type : JF O-Ring Tentacle Gasket, Notes for Quote : 11 required per cartridge x 11 cartridges = 121 required (re-use existing on 27" cartridges)	121.00	121.00	\$2.00	EA	\$242.00
	JF Head Plate Assembly – New Style - Part Type : JF Head Plate Assembly – New Style, Notes for Quote : Blank	3.00	3.00	\$120.00	EA	\$360.00
					Total	\$13,169.00
					Freight	\$750.00
					(Tax not included) Net Total	\$13,919.00

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION. THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO KEYSTONE RETAINING WALL SYSTEMS LLC.

Acceptance		Contech Engineered Solutions LLC.	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HEREWITH AND VIEWABLE AT www.conteches.com/cos		By	Dave Jerke
Company		(O)	(503) 258-3137
By		(F)	
Title		(Cell)	

Quote # QUO-501991-M9K1Y2			
Date		Title	

Quote # QUO-501991-M9K1Y2

Contech - CONDITIONS OF SALE

1. ACCEPTANCE. This quotation is an offer to sell to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. LIMITED WARRANTIES. Seller warrants that it can convey good title to the products sold under this contract and that they are free of liens and encumbrances. Seller also warrants that the products sold under this contract are substantially free from defects in material and workmanship for a period of one year after the date of delivery. There are no express or implied warranties with respect to products sold hereunder which are misused, abused or used in conjunction with mechanical equipment improperly designed, used or maintained, or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY. Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products or services. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. FORCE MAJEURE. In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure or raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

6. BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES. In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the products purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Ohio law to any claims its buyer might assert against Seller with respect to products manufactured by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Cincinnati, Ohio or the common pleas court for Butler County, Ohio. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. PASSAGE OF TITLE. Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither

Buyer nor the consignee shall have the right to divert or reconsign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.

8. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs.

9. TRANSPORTATION CHARGES. Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. CLAIMS BY BUYER. Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify conformance with the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective products within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. MECHANICAL PROPERTIES; CHEMICAL ANALYSES. Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. PATENTS. Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. PERMISSIBLE VARIATIONS. The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. TECHNICAL ADVICE. Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. TAXES. No taxes imposed with respect of the sale of the products or services sold hereunder are included in any quotation by Seller. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.

16. BUYER'S RIGHT OF TERMINATION. Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following:
(1) the contract price for all products which have been completed prior to termination;
(2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice

consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price;
(3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and
(4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. SELLER'S RIGHT OF TERMINATION. In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the directive, effected or impaired termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the wanted date shown on the face of the order or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:
(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or
(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller relating to this contract or the products sold hereunder, including, without limitation, any action for breach of contract or warranty, or otherwise in connection with the products sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues or one year of delivery of the products sold hereunder, if less.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of Ohio. Buyer and Seller specifically agree that any legal action brought relating to this contract shall be brought and tried exclusively in the federal district court in Cincinnati, Ohio, or, in the absence of jurisdiction, the Butler County Court of Common Pleas in Hamilton, Ohio.

REV. 03/15

From: tgorrivan@sterlingstormwater.com
To: [Peter Carney](#)
Subject: RE: 2022 Inspection and Maintenance Frequencies
Date: Wednesday, June 22, 2022 1:03:50 PM
Attachments: [Copy of Long Creek - 2022 Stormwater Facility Inspection and Maintenance - Final with TPG changes.xlsx](#)

Pete – Attached is the spreadsheet with my changes. My recommendation was to inspect 2X and maintain 3X for all of the bios, USFs, and Filterra Systems. The other items are below:

1. Regarding the Jellyfish – I'd estimate this as \$800 per cartridge to purchase the cartridges (total of \$14400 for 18 cartridges), \$1150 per system to do the installation, and \$1500 per system to do the annual removal and washdown. If you guys want to purchase the cartridges directly just let me know so I can tell Dave Jerke who to make the invoice out to.
2. Regarding Thomas Drive, the total cost that Scott came up with was \$29,100 and included all the maintenance work as well as scoping the pipe(s).
3. Regarding Atlantic Place, I'd estimate \$1500 for everything.
4. Regarding Cummings Rd, I'd estimate \$3500 for everything
5. Regarding the watering program, I'd estimate \$2500 which would account for 3 weeks of watering every 3rd day.
6. Regarding Darling Ave, Scott says 3 hours for 2 laborers plus 3 plants at \$15 each = \$315
7. Regarding the work to deliver and install the top slabs for the Filterra Systems, Scott says 3 hours for 2 laborers - \$270

Sincerely, Tom
