



## Long Creek Watershed Management District Board of Director's Meeting

Minutes from October 26, 2023, Meeting

Location: Gorrill Palmer, 300 Southborough Drive, Suite 200, 2nd Floor, South Portland, Maine  
or [Click here to join the meeting](#) on Microsoft Teams

1. **Call to Order:** Mr. Dillon called the meeting to order at 9:02a.m.
2. **Roll Call:**
  - a. Attendance: Angela Blanchette, Curtis Bohlen, Peter Connell, Fred Dillon, Cindy Dionne, Sean Donohue, Brian Goldberg, Will Haskell, Jason Kenney, Ron Lessard, Doug Roncarati
  - b. Absent: Eric Dudley, Richard Matthews, Taryn Trefethen-Boileau
  - c. Staff/Guests: Peter Carney (Long Creek Watershed Management District); Jim Katsiaficas, Esq. (Perkins Thompson); Joe Siviski, Esq. (Perkins Thompson) (joined remotely at 9:50a.m.); Chris Brewer (Cumberland County Soil & Water Conservation District)
3. **Review of Board Meeting Minutes:**
  - a. The Board reviewed the minutes from the August 3, 2023, meeting.
  - b. **Mr. Haskell made a motion to approve the August 3, 2023, Board meeting minutes. Mr. Lessard seconded the motion. The motion carried unanimously.**
4. **Treasurer's Report:**
  - a. Mr. Bohlen reviewed the September Financial Report and requested additional information from Mr. Brewer on the accounts receivable report.
  - b. Mr. Brewer advised that late payment collection is ongoing and automated reminders are now being sent from QuickBooks to request payments.
5. **Amendments to Landscaping Services Agreement, Maritime Farms & Land Management, LLC; Pavement Sweeping Services Agreement, Maritime Farms & Land Management, LLC; Catch Basin Inspection and Cleaning Services Agreement, ACV Enviro, Inc.; BMP Inspection and Maintenance Services Agreement, Sterling Stormwater Maintenance Services, LLC; and Water Quality Monitoring Services Agreement, GZA GeoEnvironmental, Inc.:**
  - a. Mr. Carney noted that the five Services Agreements before the Board today, for which amendments are proposed, were entered into in 2021 for services in the 2021, 2022, and 2023 calendar years.
  - b. The terms of the five agreements provided that the Agreements may be extended for up to two additional one-year terms, calendar years 2024 and 2025, subject to the mutual agreement of the parties on pricing and the scope of work for each extension year.
  - c. Mr. Carney requested proposals from each of the respective contractors to extend the terms of the Agreements to include the 2024 calendar year.
  - d. Mr. Carney noted that extension of any of the Agreements is subject to mutual agreement of the parties and the Board can accept or reject any or all of the proposals, with the alternative being putting out to bid public requests for proposals.

- e. Mr. Carney asked the Board to turn its attention to Attachment C to today's Board agenda which summarizes the proposal costs and provides costs under the current contracts for the most recent year with the most similar scope of work.
- f. Mr. Carney noted that the catch basin cleaning, BMP inspection and maintenance, and water quality monitoring proposals are mostly straightforward percentage increases over the current contract prices.
- g. Mr. Carney explained the landscaping and pavement sweeping proposals include more notable cost increases.
- h. The proposed landscaping costs include a combination of general increases for some tasks, revisions to the scope of work for 2024, and an \$14,802.50 increase for cutting vegetation at the end of year the year in each of the three large gravel wetland projects managed by the District.
- i. The contractor underestimated the level of effort required to cut the gravel wetland vegetation, bundle and load the vegetation, and deliver it for disposal at the ecomaine trash to energy plant to be incinerated, when costs were developed for the current contract. The cost increase is based on the contractor's actual level of effort requiring three staff members, for eight hours each, for three days, per project.
- j. With respect to the pavement sweeping contract, Mr. Carney noted that the substantial price increase was related to additional sweeping equipment acquired by the contractor, increased maintenance costs for the sweeping equipment, and the poor condition of pavement on some properties.
- k. Mr. Carney further noted that he had discussed with the contractor possible ways of completing the spring sweep, the first sweep after winter which includes cleanup of numerous snow dumps, faster. It currently requires about six weeks to complete the spring sweep, which is longer than Participating Landowner expectations.
- l. Mr. Carney advised that no reasonable solution could be devised with the contractor to shorten the length of time to complete the spring sweep based on the contractor's available staff and equipment and the unlikelihood that a subcontractor with substantial additional capacity could be engaged for this once-per-year sweeping event.
- m. Mr. Carney offered that the Board might consider increasing the reimbursement to Participating Landowners for pavement sweeping to reflect market rates for Participating Landowners to hire their own contractors. The reimbursement rates are presently capped at the per-acre rate the District pays to its contractor.
- n. Mr. Katsiaficas reviewed the credit provisions in the Participating Landowner Agreements and advised that credits are limited to what the District pays, not by market rates, and that change this would require amending all Participating Landowner Agreements.
- o. Mr. Goldberg said he was not supportive of accepting the level of increases in the catch basin cleaning and pavement sweeping proposals without going through the public request for proposals process.
- p. Mr. Roncarati said he was supportive of the catch basin cleaning proposal, but not the pavement sweeping proposal.

Mr. Haskell left the meeting for another obligation at 9:38a.m.

- q. Mr. Donohue said he agreed that pavement sweeping services should be put out to bid.
- r. Ms. Blanchette said she agreed that the pavement sweeping services should be put out to bid but was supportive of moving forward with the other proposals.

- s. Mr. Bohlen noted that there would be a significant cost to changing monitoring contractors because of the need for a new contractor to familiarize itself with the monitoring program, therefore, the District will probably not get a better price on monitoring.
- t. Mr. Brewer noted that based on Bureau of Labor Statistics standards an increased cost of 15%-18% should be expected.
- u. **Mr. Roncarati made a motion to authorize the Executive Director to enter into amendments to the Landscaping Services Agreement with Maritime Farms & Land Management in an amount not to exceed \$137,799; the Catch Basin Inspection and Cleaning Services Agreement with ACV Enviro, Inc. in an amount not to exceed \$63,566.25; the BMP Inspection and Maintenance Services Agreement with Sterling Stormwater Maintenance Services, LLC in an amount not to exceed \$135,996.95; the Water Quality Monitoring Services Agreement with GZA GeoEnvironmental, Inc. in an amount not to exceed \$64,835; and to extend the term of each of the Agreements to December 31, 2024, in accordance with the attached proposals. Mr. Donohue seconded the motion. The motion carried unanimously.**
- v. The Board declined to approve the amendment to the Pavement Sweeping Services Agreement and requested that Mr. Carney publish a Request for Proposals for future sweeping services. The Board also encouraged Mr. Carney to look at options to increase the speed of spring sweeping, perhaps with multiple contracts.

**6. Change Order, R.J. Grondin & Sons, Construction Services Agreement, Maine Mall Fence for Maintenance Area:**

- a. Mr. Carney reminded the Board that construction of the South Branch Stormwater BMP Retrofits Project requires that a portion of the project be constructed on GGP-Maine Mall L.L.C.'s property at 350 Philbrook Avenue.
- b. The property at 350 Philbrook Avenue is the location of GGP-Maine Mall L.L.C.'s maintenance pad, over which GGP-Maine Mall L.L.C. agreed to provide an easement to the District to construct the project provided that the District constructed a new maintenance area elsewhere on GGP-Maine Mall L.L.C. property.
- c. GGP-Maine Mall L.L.C. proposed construction of a screened fence in an area of its exiting parking lot for the new maintenance area, a diagram of which is provided as Attachment I to today's Board agenda.
- d. Mr. Carney noted that the District's construction contractor for the South Branch Stormwater BMP Retrofits Project, R.J. Grondin & Sons, will already have a fence subcontractor mobilizing on the site for the purposed of constructing temporary and permanent fences for the construction.
- e. Mr. Carney requested a proposal for a change order to R.J. Grondin & Sons Construction Services Agreement to construct the fence for the new maintenance area on the GGP-Maine Mall L.L.C. property.
- f. **Mr. Goldberg made a motion to authorize the Executive Director to enter into a change order to the Construction Services Agreement with R.J. Grondin and Sons dated August 29, 2023, in an amount not to exceed \$15,704 to construct a fence on the GGP-Maine Mall L.L.C. property, in accordance with the attached proposal. Ms. Blanchette seconded the motion. The motion carried unanimously.**

## 7. Private BMP Incentive Program Applications:

- a. Mr. Carney advised that an application was received from 75 Darling Preble Street, LLC, a Participating Landowner, under the Private BMP Incentive Program for an award of costs pertaining to engineering services for a proposed porous paver project at 75 Darling Avenue in South Portland.
- b. Mr. Carney reminded the Board that the Private BMP Incentive Program allows applicants to bifurcate proposals into two applications, one for engineering costs and one for construction costs, with payment of awards for engineering costs being made upon the applicant submitting a completed application for construction costs.
- c. Mr. Goldberg said he thought the proposed project would be a good use of program funds.
- d. Mr. Bohlen concurred with Mr. Goldberg, noting this is exactly the type of project the District is trying to encourage.
- e. Mr. Roncarati noted that the plan included in the application shows the dumpster being located on the proposed porous paver area and recommended that the dumpster be relocated.
- f. Mr. Roncarati also inquired as to whether the applicant is aware of the maintenance requirements and costs associated with porous pavers.
- g. Mr. Carney responded that a maintenance plan was provided as part of the application and that he could check with the applicant to make sure it is aware of potential maintenance costs before moving forward if an award is made.
- h. **Mr. Bohlen made a motion to award \$6,060.00 to 75 Darling Preble Street, LLC for engineering costs pertaining to its porous paver project. Mr. Goldberg seconded the motion.**
- i. **Mr. Roncarati offered an amendment to the motion to ensure that the applicant is aware of future maintenance costs and to require that the dumpster be moved away from the porous pavers.**
- j. **Ms. Blanchette made a motion to amend the motion to as suggested by Mr. Roncarati. Mr. Roncarati seconded the motion to amend. The motion to amend carried unanimously.**
- k. **The motion to approve, as amended, carried unanimously.**
- l. Mr. Carney reminded the Board that there have been several discussions at prior Board meetings concerning the desire to award funds under the Private BMP Incentive Program to Participating Landowners to acquire winter maintenance equipment to further encourage low-chloride winter maintenance practices under the Sustainable Winter Management (SWiM) program being implemented by the District.
- m. Mr. Carney noted that Phill Sexton, the District's consultant that implements the SWiM program, had inquired about acquiring winter maintenance equipment for one of the contractors that has been an "early adopter" of SWiM practices on Participating Landowner properties.
- n. Mr. Sexton advised the contractor's implementation of additional SWiM practices is constrained by their current equipment.
- o. Mr. Carney advised that he worked with Mr. Goldberg, the subject Participating Landowner, to bring forward a conceptual Private BMP Incentive Program proposal to acquire winter maintenance equipment for the Participating Landowner's contractor.

- p. As drafted, the proposal contemplates reimbursing the contractor for the three pieces of equipment in the draft proposal, which amounts to \$43,611.81.
- q. Mr. Carney noted this potentially puts the District in an awkward situation where the equipment would be owned by a party that is not a Participating Landowner. Therefore, Mr. Carney suggested that if an award is made it be conditioned upon the equipment being used on Participating Landowner properties for a period of five years, otherwise ownership of the equipment would revert to the District.
- r. There ensued a discussion of ways the ownership issue might be addressed to make the application more palatable for an award of funds.
- s. Mr. Lessard suggested that the proposal be revised to better document the water quality issue related to chloride and to consider what information could be collected that could be used for an education and outreach plan to promote the use of this equipment throughout the watershed.
- t. Mr. Lessard further noted that the costs for implementing SWiM and subsidizing the purchase of related equipment are far less than the cost of constructing a structural BMP, if there was a BMP effective at removing chlorides.
- u. Given the complexity of the issue, there was a consensus that this discussion be continued at the next Board meeting.
- v. Mr. Carney agreed to work with Mr. Goldberg on revising the proposal as suggested by Mr. Lessard and to consider data collection that would benefit education and outreach.

**8. Executive Session – Personnel Matter (re: Annual Performance Review):** In the interest of time, this item was tabled for consideration at the next Board meeting.

**9. Discussion, Financial Modeling:**

- a. Mr. Carney reminded the Board that it requested that he and Mr. Brewer model several economic scenarios to determine whether the rates paid to the District by Participating Landowners could be reduced given the cash reserves in the District's savings account.
- b. Mr. Carney advised that he and Mr. Brewer modeled four scenarios, the results of which are included in Attachment L to today's Board agenda.
- c. The four models include: (1) no change in fees; (2) a \$500 per-acre credit for properties certified under the Sustainable Winter Management Program; (3) a one-time credit in the amount of one-half of Fiscal Year 2025 fees; and (4) an across-the-board annual reduction in rates from \$3,000 per acre to \$2,500 acre.
- d. Mr. Carney noted that all four models assume no new construction costs and no grant program and use the forecasted maintenance and monitoring costs shown on page 162 of the supporting materials to today's Board agenda.
- e. Mr. Carney summarized that the models reflect that only the "no change in fees," and perhaps the "one-time credit" options, would be sustainable going into the future.
- f. Mr. Brewer noted that when considering the "ending cash" figures, none take into account the reserve fund under which the District budgets for non-routine maintenance, repair, and replacement of structural Best Management Practices projects.
- g. Mr. Carney advised that he and Mr. Brewer will review the models with the Finance Committee, currently Mr. Bohlen and Mr. Goldberg, and bring forward any recommendations at the next Board meeting.

**10. Public Comment(s):** None.

**11. Next Meeting:** Mr. Carney agreed to send a poll to the Board to determine the date of the next meeting.

**12. Adjourn:** The meeting adjourned at 11:10a.m.

Board attendance and voting record:

Board Member	Attendance	Approve August 3, 2023, Minutes	Amendment to Landscaping Services Agreement, Maritime Farms & Land Management, LLC	Amendment to Catch Basin Inspection and Cleaning Services Agreement, ACV Enviro, Inc.
<b>Blanchette</b>	Y	Y	Y	Y
<b>Bohlen</b>	Y	Y	Y	Y
<b>Connell</b>	Y	Y	Y	Y
<b>Dillon</b>	Y	Y	Y	Y
<b>Dionne</b>	Y	Y	Y	Y
<b>Donahue</b>	Y	Y	Y	Y
<b>Dudley</b>	N	—	—	—
<b>Goldberg</b>	Y	Y	Y	Y
<b>Haskell</b>	Y	Y	—	—
<b>Kenney</b>	Y	Y	Y	Y
<b>Lessard</b>	Y	Y	Y	Y
<b>Matthews</b>	N	—	—	—
<b>Roncarati</b>	Y	Y	Y	Y
<b>Trefethen-Boileau</b>	N	—	—	—

Board Member	Amendment to BMP Inspection and Maintenance Services Agreement, Sterling Stormwater Maintenance Services, LLC	Amendment to Water Quality Monitoring Services Agreement, GZA GeoEnvironmental, Inc.	75 Darling Preble Street, LLC Private BMP Incentive Program Award
Blanchette	Y	Y	Y
Bohlen	Y	Y	Y
Connell	Y	Y	Y
Dillon	Y	Y	Y
Dionne	Y	Y	Y
Donahue	Y	Y	Y
Dudley	—	—	—
Goldberg	Y	Y	Y
Haskell	—	—	—
Kenney	Y	Y	Y
Lessard	Y	Y	Y
Matthews	—	—	—
Roncarati	Y	Y	Y
Trefethen-Boileau	—	—	—