



WORKSHOP MEETING BOARD OF TRUSTEES

225 Douglass Street, Portland, Maine
Jeff P. Nixon Training Center
6:30 p.m. on Monday, September 9, 2024

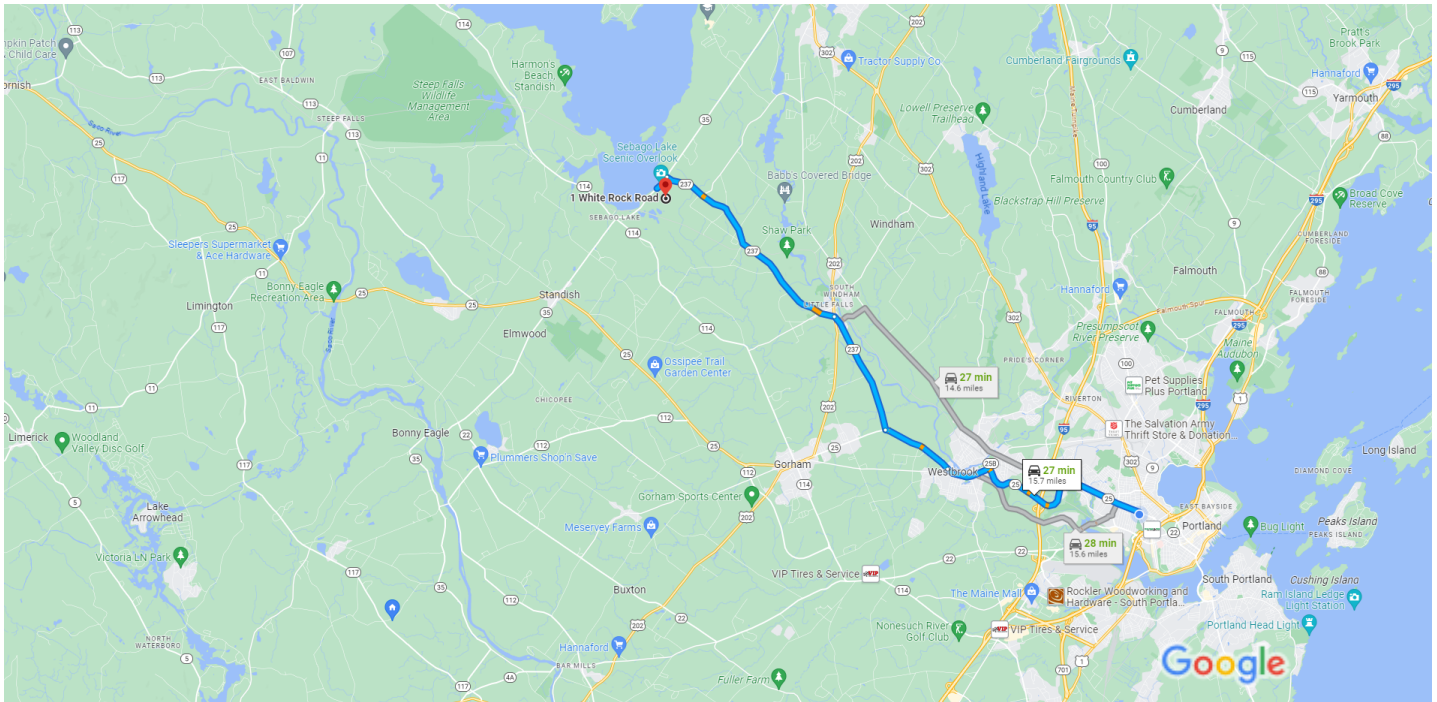
There will be a Workshop Meeting of the Board of Trustees of the Portland Water District on Monday, September 9, 2024, at 6:30 PM at the Ecology Center, 1 White Rock Road, Standish, Maine* (map attached).

The Workshop will be preceded by meetings of the following Board Committees:

<u>Committee</u>	<u>Room / Location</u>	<u>Time</u>
	Boat Tour of Sebago Lake for Trustees	4:30 p.m.
Administration & Finance	Ecology Ctr.	5:30 p.m.
Operations	Ecology Ctr.	5:30 p.m.
Planning	Ecology Ctr.	5:30 p.m.

AGENDA – WORKSHOP

- 1. Watershed Conservation Update**
Paul Hunt, Environmental Services Manager, and Amanda Pratt, Water Resources Specialist, will provide an update on the District's Watershed Conservation efforts.
- 2. RFP Review**
Staff will review with the Board, the Request for Proposal, which will be used to find a consulting firm to conduct the search for the General Manager position. (See attached)
- 3. Other Business**
- 4. Adjourn**

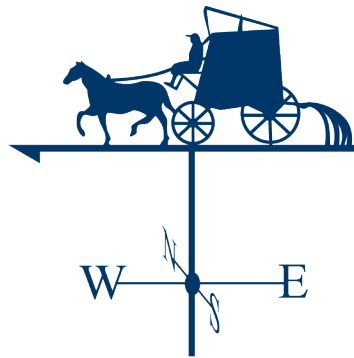


Map data ©2023 Google 1 mi

43.6628806, -70.2858175

- ↑ 1. Head north on Douglass St toward Brighton Ave
_____ 299 ft
- ↶ 2. Turn left onto Brighton Ave
_____ 1.9 mi
- ↶ 3. Turn left onto ME-25/Rand Rd
i Continue to follow ME-25
_____ 3.5 mi
- ↑ 4. Continue straight onto ME-25 W
_____ 1.7 mi
- ↷ 5. Turn right onto ME-237 N/Mosher Rd
_____ 2.9 mi
- ↻ 6. At the traffic circle, continue straight onto ME-237 N/Newell St
i Continue to follow ME-237 N
_____ 5.2 mi
- ↶ 7. Turn left onto ME-35 S
_____ 0.3 mi

1 White Rock Rd
Standish, ME 04084



Portland Water District

From Sebago Lake to Casco Bay

Request for Proposals

RFP No. PWD-24-Executive Search Consultant Services

RFP Issuance Date: Tuesday September 10th, 2024

Due Date: Tuesday October 8th, 2024, 2:00 p.m. EST



PORTLAND WATER DISTRICT

225 Douglass Street, P.O. Box 3553, Portland, ME 04104-3553
(207) 774-5961 - FAX (207) 761-8325

September 10, 2024

REQUEST FOR PROPOSAL

This is NOT an order.

All proposals must be submitted

On or before: 2:00 PM, October 8th, 2024

SUBMIT PROPOSAL TO ATTN.: WESLEY GILBERT, PURCHASING

To: Invitee List

Thank you for your interest in the PWD's Request for Proposal (RFP). All proposals are subject to the conditions attached hereto, are requested on the following list of materials, supplies or services, for delivery to the destination as shown. PWD Standard Terms & Conditions, copies attached to this RFP, will be incorporated by reference into any Purchase Order(s) resulting from this RFP.

PROJECT TITLE: Consultant Services for Executive Search

Q&A Period Closes: September 23rd, 2024

Proposal Due Date: 2:00 PM, October 8th, 2024

RFP ATTACHMENTS

Attachment 1: Instructions & Conditions- **Sign and submit with proposal**

Attachment 2: Sample Agreement (executed upon award)

Attachment 3: Scope of Work

Attachment 4: General Manager Job description.

POINTS OF CONTACT

Proposal and questions related to this RFP must be submitted to the PWD's Purchasing Agent, address listed below.

Attn: Wesley Gilbert

Portland Water District

225 Douglass Street

Portland, ME 04104-3553

Email: wgilbert@pwd.org

Phone: 207-523-5203

SUBMISSION REQUIREMENTS

Proposals must be submitted to PWD by 2:00 PM, October 8th, 2024.

SELECTION PROCEDURE

Proposals from responding firms will be reviewed by the Selection Committee, which will be comprised of Portland Water District personnel. A firm will be selected based on the ranking of each proposal by each selection committee team member utilizing the criteria below. Firms will be given a score based on multiplying their average ranking by the weighting factor. Some firms may be selected for interview and may be contacted to arrange for a time and date for interview with the committee at the date and time indicated on the RFP Cover Letter.

1. Proposal Approach. (Weighting factor 30%)

- Clarity of Scope
- Technical Quality
- Project Understanding

2. Project Team Qualifications & Experience. (Weighting Factor 30%)

- Experience of the Firm
- Core Team Experience
- Experience Relevance to the Project

3. Lump sum fee for the work. (Weighting Factor 40%)

$$\text{Fee Ranking} = \frac{\text{Your Cost}}{\text{Low Cost}} + \frac{\text{Your Cost} - \text{Low Cost}}{\text{Low Cost}}$$

The assigned rank for fee will be derived using the formula above. The associated score will then be determined by multiplying the rank by the weighting factor.

**INSTRUCTIONS AND CONDITIONS
PORTLAND WATER DISTRICT**

1. The District reserves the right to evaluate the submitted proposals, waive any irregularity therein, and to select any firm which submits a proposal to do the work and/or reject any or all proposals should it be deemed in the best interest of the District. The District reserves absolute discretion in reviewing the qualifications of the Vendor and may reject any prospective Vendor at the District's sole option. In submitting its RFQ Response, the Vendor agrees and acknowledges that the District has the right to exercise its absolute and sole discretion in its consideration of any responses and in the conduct of the evaluation and selection process. Specifically, the District retains the right to reject any or all bids, to accept any proposal which is deemed most favorable to the District, including the selection of a Vendor whose fee arrangements may not be the lowest, or the waiver of any informality or failure to meet any of the requirements or qualifications set forth in this Request. The vendor also agrees and acknowledges that the District's determinations shall all be final and there are no appeals to any other authority, specifically including the courts of Maine or the United States.
2. Alternate proposals must be clearly identified.
3. If the time within which the proposal must be accepted is not stated, it is understood and agreed that the District shall have sixty days to accept.
4. The District reserves the right to maintain confidentiality of proposals.
- 5. Proof of Insurance will be required prior to work.**
6. Vendor shall indemnify, defend and hold harmless the District from all claims, suits actions, losses, damages, liabilities, cost and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of your company or its officers, employees, subcontractors, or agents under the Purchase Order resulting from this R.F.P.
7. Changes herein shall not be made except upon prior written application to and written approval of the District.
8. Vendor agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued there under and certifies that all actions furnished under this order will conform to and comply with said standards and regulations. Supplier further agrees to indemnify and hold harmless the District for all damages assessed against the District as a result of Vendors' failure to comply with the Act and standards issued there under.
9. Subcontracting will not be allowed unless the District has given written approval.
10. PWD has adopted a Vehicle Idling Policy which applies to contractor as well as PWD owned vehicles. The policy may be viewed/printed from http://www.pwd.org/account/terms/idling_policy.php

-----PROPOSAL -----

In compliance with the above invitation for proposals, and subject to all the conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish any or all of the items and/or services upon which prices are proposed, at the price set opposite each item/service or the lump sum.

Submitting Firm Name	Address
Phone	E-Mail
By	Title
Signature of Person Quoting & Date	

SAMPLE
01.26.24

**AGREEMENT BETWEEN
PORTLAND WATER DISTRICT
AND
(CONSULTANT)**

THIS AGREEMENT is made this ____ day of _____, 2024 by and between the **PORTLAND WATER DISTRICT**, a quasi-municipal corporation, with a mailing address of 225 Douglass Street, P.O. Box 3553, Portland, Maine 04104-3553 (hereinafter "**PWD**"), and _____, a _____ corporation, located at _____ (hereinafter "**CONSULTANT**").

WITNESSETH:

WHEREAS, PWD is in need of _____ services; and

WHEREAS, the CONSULTANT did under date of _____, 20__ submit a Proposal for such work; and

WHEREAS, after due consideration of the Proposal, the PWD does accept the Proposal of the **CONSULTANT**;

NOW THEREFORE, in consideration of the promises set forth herein, the parties hereby agree as follows:

1. SCOPE OF SERVICES.

The **CONSULTANT** agrees to provide the personnel, materials, equipment and labor (hereinafter "work") necessary to perform the services described in **PWD's** Specifications dated _____ and issued by _____, and also in accordance with **CONSULTANT's** Proposal dated _____ 200_. A copy of said Specifications and the **CONSULTANT's** Proposal are attached hereto as Exhibits A and B and incorporated herein by reference.

The restatement in this Agreement of any of the terms of said Specifications or Proposal shall not be deemed to waive any terms not so restated. If a disagreement is found between the said attachments and this document, then this document shall govern; provided, however, that this document and its attachment shall be construed to be supplemental to one another to the extent possible.

2. CONSULTANT'S PERFORMANCE.

The **CONSULTANT** agrees that the performance of work and services under this Agreement shall conform to the normally accepted professional standards and further agrees to perform the services in an expeditious and economical manner provided that it is consistent with the best interests of the **PWD** and with normally accepted professional standards.

The **CONSULTANT** shall perform the work to the reasonable satisfaction of the **PWD's** _____ or his authorized representative, who shall have the right of inspection at all times and whose approval and acceptance of the work shall be precedent to payments by the **PWD** under this Agreement.

3. PERIOD OF PERFORMANCE.

The **CONSULTANT** agrees to begin its services upon receipt of a notice to proceed issued by **PWD**. Time is of the essence in the performance of the services contemplated by this Agreement. Work shall be completed according to a schedule approved by _____. Any extensions of the time for performance must be approved in writing by **PWD**.

4. COMPENSATION.

The **PWD** shall compensate the **CONSULTANT** for time spent in the performance of services and materials provided under this Agreement in accordance with the **CONSULTANT's** rates as set forth in Exhibit B. In no event shall the total amount paid by the **PWD** exceed the amount of _____ Thousand Dollars (\$____,000) unless prior approval is obtained from **PWD**.

5. PAYMENTS.

Payments shall be made to the **CONSULTANT** in accordance with the following provisions:

- (a) **CONSULTANT** shall submit invoices for payment to the **PWD** on a monthly basis.

- (b) The **PWD** will approve said invoices within five (5) days of receipt, or reply in writing as to any reason for denying approval, and shall pay said invoices within twenty-five (25) days after approval.
- (c) **CONSULTANT** may stop work on the contracted services if **PWD** fails to pay any approved invoices within sixty (60) days of its submittal. **CONSULTANT** shall provide the **PWD** with ten (10) days written notice before stopping work. If **CONSULTANT** does stop work on said project due to the **PWD**'s failure to make timely payments, **PWD** shall automatically extend the completion dates for the contracted services as set forth in Section 3 of this Agreement. This provision shall not apply in the event of a dispute as to payment pursuant to paragraph (b).

6. **PERSONNEL.**

The **CONSULTANT** shall provide the personnel to provide the services required under this Agreement as provided in its Proposal.

_____ shall serve as the Project Manager for work performed under the terms of this Agreement. The individuals utilized in the performance of work under this Agreement shall be as identified in the **CONSULTANT**'s Proposal. **PWD** reserves the right to review and approve any subcontractors or staff not identified in the Proposal, or any change in personnel assigned to perform work under the terms of this Agreement.

The **CONSULTANT** represents that it has, or will secure at its own expense, all personnel required to perform its services under this Agreement. Such personnel shall not be, nor hold themselves out to be, employees of the **PWD**. The **CONSULTANT**, consistent with its status as an independent contractor, further agrees that its personnel, including its subcontractors, will not hold themselves out as, nor claim to be, officers or employees of the **PWD**.

7. **DOCUMENTS AND REPORTS.**

PWD agrees to furnish or provide access to **CONSULTANT** to any information or material in its possession which is relevant to **CONSULTANT**'s performance hereunder and **PWD** staff will cooperate with **CONSULTANT**. **CONSULTANT** will not, without the **PWD**'s written consent, disclose, or permit disclosure, by any officer, employee, or agent or subcontractor of **CONSULTANT**, of any information or material furnished or generated under this Agreement.

The following shall be requirements of this Agreement:

- (a) All data collected shall be treated as confidential material and shall be disclosed only to authorized **PWD** representatives;

- (b) The **CONSULTANT** shall not disclose or permit disclosure of any information or material furnished and/or generated under this Agreement without the **PWD's** prior written consent;
- (c) All documents, data, studies, estimates, summaries and any other work or material developed under this Agreement shall be the property of the **PWD** and shall be promptly delivered to the _____ Department of the **PWD** upon completion of a particular service/assignment or upon the request of the **PWD**;

8. INDEMNIFICATION.

To the extent allowed by law, the **CONSULTANT** shall defend, indemnify and hold harmless the **PWD**, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to costs of defense and attorneys' fees arising out of or resulting from the performance of this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) to the extent such claim, damage, loss or expense is caused by any negligent act or omission of the **CONSULTANT**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.

9. INSURANCE.

CONSULTANT shall procure and maintain at its own expense Public Liability Insurance coverage and Automobile Insurance coverage in amounts not less than Two Million Dollars (\$2,000,000) combined single limit for bodily injury, death and property damage naming the **PWD** as an additional insured and also Workers' Compensation Insurance coverage as required by law. General Liability policy shall contain a per project aggregate limit endorsement and Worker's Compensation Policy shall contain a Waiver of Subrogation endorsement in favor of Owner.

The **CONSULTANT** shall, at its own expense, carry Professional Liability Insurance for errors, omissions, and negligence, in the minimum amount of Two Million Dollars (\$2,000,000.00) per this project, or Two Million Dollars (\$2,000,000.00) per claim and aggregate.

CONSULTANT shall furnish the **PWD** certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice to the **PWD** of termination of insurance from the insurance company or agent.

With respect to the Liability Insurance, the **CONSULTANT** will provide **PWD** a certificate of insurance evidencing such coverage, in this way: certificate must say either: A) "the policy has been endorsed to name the Portland Water District as an Additional Insured" and a copy of the endorsement must come to the Portland Water District with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Extension Endorsement, by which the Portland Water District is automatically made an additional insured." A Certificate which merely has a box checked under "Addl Insr," or the like, or which merely states the Portland Water District is named as an Additional Insured, will not be acceptable.

10. TERMINATION

If, through any cause, the **CONSULTANT** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the **CONSULTANT** should violate any of the covenants, agreements, or stipulations of this Agreement, the **PWD** shall, thereupon, have the right to terminate this Agreement by giving written notice to the **CONSULTANT** of such termination and specifying the effective date thereof. In such event, all finished and unfinished documents, data, studies, estimates, summaries, drawings and such other information and materials as may have been accumulated by the **CONSULTANT** in the performance of this Agreement, shall be delivered to the **PWD**, and the **CONSULTANT** shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the **CONSULTANT** shall not be relieved of liability to the **PWD** for damages sustained by the **PWD** by virtue of any breach of the Agreement by the **CONSULTANT** and the **PWD** may withhold any payments to the **CONSULTANT** for the purpose of setoff until such time as the exact amount of damages to the **PWD** from the **CONSULTANT** is determined.

This Agreement may be terminated by the **PWD** for convenience upon thirty (30) days written notice to the **CONSULTANT**. Within thirty (30) days of the receipt of notice of termination from the **PWD**, the **CONSULTANT** shall discontinue its services unless otherwise directed and shall deliver to the **PWD** all documents, data, studies, estimates, summaries, drawings and other information and material which have been accumulated or generated by the **CONSULTANT** in its performance of this Agreement, whether completed or in progress. In the event of such termination, the **CONSULTANT** shall be compensated for all services performed under this Agreement which were not previously compensated for up to the date of termination.

The **CONSULTANT** shall not be held responsible for modifications to its work, or work subsequently completed by others beyond the point of termination and its submittal of documents.

11. NON-WAIVER.

Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any condition, covenant, or section shall not render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

12. DISPUTES.

Any disputes arising out of or in the course of this Agreement, which are not settled by mutual agreement of the parties, shall be resolved by mediation. In the event that parties are not able to mediate a settlement of the dispute, the matter may be submitted to a court of competent jurisdiction in Cumberland County, Maine.

13. COMPLIANCE WITH APPLICABLE LAW.

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

The **CONSULTANT** shall comply with all applicable federal, state, and local laws, including but not limited to, laws prohibiting discrimination in employment on the basis of race, color, religion, national origin, mental or physical handicap, age, or sex, and laws pertaining to occupational health and safety.

14. EXTENT OF AGREEMENT.

This Agreement, with its Exhibits, is the entire and integrated agreement, and supersedes all terms and conditions of any prior agreements, negotiations or representations, written or oral, between the parties. This Agreement may not be modified except by a writing executed by the parties.

As part of this Agreement, the **CONSULTANT** represents that it has the authority to enter into and to perform its obligations under this Agreement, that the **CONSULTANT** is qualified to perform Services of the type required under this Agreement and has previously performed similar services for others.

15. NOTIFICATION.

All communications and notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by certified mail, addressed as follows, or to such other addresses as the parties may designate in writing from time to time:

CONSULTANT: _____

PWD: Christopher Crovo
General Manager
225 Douglass Street
P.O. Box 3553
Portland, ME 04104-3553

with a copy to: _____

IN WITNESS WHEREOF, the **PORTLAND WATER DISTRICT** has caused this Agreement to be signed and sealed in its corporate name by Christopher Crovo, its General Manager, thereunto duly authorized, and _____ has caused this Agreement to be signed and sealed by _____, its _____, thereunto duly authorized, the day and year first above written.

SAMPLE – DO NOT SIGN

WITNESS:

PORTLAND WATER DISTRICT

By: _____
Christopher Crovo
Its General Manager

CONSULTANT

By: _____

Its

Approved as to form:

Approved:

Corporation Counsel's Office

Budget Office

Scope of Work

The Portland Water District (PWD) invites you to submit a proposal to provide executive search support to the Board of Trustees' efforts to hire a general manager.

PWD serves 11 cities and towns in the Greater Portland area with a combined population of approximately 225,000 residents. Water service is provided to all 11 communities and sewer service is provided to six. For 2024, the annual operating budget is \$60.1 million and the capital expenditure plan is \$48.6 million. PWD is staffed with 65 professional (non-union) positions and another 124 positions represented by the Teamsters Union.

Attachment 4 contains a copy of the general manager job description. The position's salary range is \$166,660 to \$227,100. The midpoint is \$196,850.

Our expectation is that, as a minimum, the consultant will provide the following services:

- Meet with individual trustees and with the Board as a whole to develop consensus about minimum qualifications, expectations of the position, priority issues, and characteristics of the ideal candidate.
- Meet with PWD department heads as a group to assess their views of the job, about its challenges, and what it will take for someone to be successful.
- From those discussions, revise the job description as necessary and create advertising for the position.
- Develop a strategy for advertising and outreach, including direct solicitation.
- Develop selection criteria and candidate evaluation formats.
- Evaluate salary data to recommend a competitive salary.
- Reach agreement with the Board's search committee on a strategy for the total search, including the consultant's appropriate role in the resume review process.
- Work with the search committee to develop a process for interviews of an appropriate number of candidates.
- Assist the Board in assessing final candidates.
- Conduct criminal and other relevant reference checks.
- Conduct or recommend another consultant to provide an executive assessment of finalist(s).
- District staff will provide logistical support for transportation and accommodations for candidates travel to Portland for interviews.



Portland Water District

Job Description

Position:	General Manager	JCC:	9018
Department:	Executive Services	Pay Grade:	8
FLSA:	Exempt	CDL:	No
Bargaining Unit:	None	DOT:	No
Band:	Leadership		

Purpose/Customer Impact: Chief Executive responsible for providing strategic leadership and direction for the Portland Water District. Leads the organization through strategic business planning and successful implementation of initiatives that position the District as a progressive water and wastewater service provider. Ensures that quality water and wastewater services are provided to our customers at affordable rates, and in an environmentally sound manner, while in compliance with applicable government regulations. Serves as a source of inspiration and an anchor for gaining commitment of the organization around a shared belief in values, goals and philosophy. Focuses the organization on achieving a balance of customer loyalty, employee commitment, operating efficiency and safety.

Reporting Relationships:

Reports to: Board of Trustees

Direct Reports: Senior Management Team (Executive Director of Asset Management and Planning, Executive Director of Administration, Corporate Counsel, Director of Operations Services – Water, Director of Operations Services – Wastewater, Director of Employee Services), Public Relations Manager, Project Manager Administration.

Interrelationships: Presents ideas/recommendations to the Board of Trustees, various media representatives, municipal officials, regulatory agencies, state government, unions, financial institutions, and a variety of business personnel. Frequent contact with various commercial, industrial and residential customers, and with the internal staff at all levels.

Independent Action: Exhibits a high degree of leadership, creativity, innovation, strategic planning, judgment and human relations skills to motivate staff in the execution of the District’s vision and tactical goals. Assumes overall responsibility for executive level planning and decision-making in a participatory environment. Makes recommendations to the Board of Trustees on long-range planning related to the District’s operational and customer service initiatives, and on charter-related issues.

Essential Accountabilities:

- Manages all aspects of the District’s operations, services and programs, including technical, financial, human resource, regulatory and legal requirements
- Works in partnership with the Board of Trustees on the development and/or interpretation of broad policies.
- Reviews the operational measures and results of the organization and ensures appropriate actions are taken to strengthen areas requiring improvement.

- Through leadership, assists others in the organization to envision, and then participate in creating a better organization to serve our customers, each other and to achieve our purpose.
- Oversees the adequacy and soundness of the organization's financial structure and conducts on-going analysis, with the support of staff and the Board of Trustees, to improve the financial position of the organization and its ability to competitively serve customers.
- Ensures an environment where information is readily available to internal customers, so that they may rise to the challenge of innovatively improving our services at every opportunity. Champions open and honest information-sharing and a collaborative work environment. Establishes and maintains multi-faceted internal communication channels and plan.
- Ensures that external customers are provided with information, open lines of communication and access to staff required to best serve customer's needs. Establishes appropriate communication channels for residential, commercial and industrial customers.
- Represents the organization with customers, local state and regulatory federal authorities, the financial community and the general public.
- Ensures that employee relationships and collective bargaining relationships are maximized, and that all District staff are working toward a common purpose.
- Assures that the District's organizational structure allows the most efficient work process to be used, the most efficient communications flow to be practiced, and the highest degree of personal development to occur in order to meet customer needs.
- Selects and develops managerial staff and evaluates performance, orchestrates personal development plans for direct reports.
- Maintains and applies knowledge of federal, state and local regulations affecting District operations; anticipates and uses future scenario planning to develop recommendations for District action.
- Presents union contract proposals to the Board of Trustees for ratification and for other labor relations activities as necessary.

Essential Job Functions: Sitting, standing, bending, twisting, reaching, driving, keyboard usage, visual accuracy, clear verbal and written communication, lifting (max 25 lbs.)

Minimum Requirements: *An individual must be able to perform Essential Job Functions and Accountabilities satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.*

- At least ten years of progressively responsible experience in utility management or management of a similar sized service entity, with at least five of those years at a senior management or administrative level. Broad exposure to various industries is preferred.
- Bachelor's degree in business administration, engineering, science or a related field. Master's level education preferred.
- Exposure to collective-bargaining process.
- Strong written and oral communication skills; ability to successfully translate vision to action; ability to energize others in both individual and group speaking forums.
- Ability to reflect to the organization, by example, the values of personal development and respect for others. Demonstrates a commitment to a participatory environment, a commitment to honest and clear communication, and supports accountability for meeting commitments.
- Enthusiastically embraces innovation. Is passionate about improving service and value to the communities served.
- Demonstrated ability to serve as a lead change agent; ability to successfully effect change by viewing perceived problems as opportunities.
- Possess and maintain a valid State of Maine Driver's License with a satisfactory driving record.

Approval: bot; 6/97 (10/19) Minor revision spelling out reporting relationships 2/22



MEMORANDUM PORTLAND WATER DISTRICT

TO: Administration and Finance Committee/Board of Trustees

FROM: David Kane, Executive Director of Administration
Mary Demers, Director of Employee Services

DATE: September 4, 2024

RE: Administration and Finance Committee Meeting – September 9, 2024

A meeting of the Administration and Finance Committee of the Portland Water District Board of Trustees will be held on Monday, September 9, 2024, at 5:30 p.m., at the Ecology Center, 1 White Rock Road, Standish, Maine.

AGENDA

1. 2025 Water Rates Adjustment Recommendation

The draft 2025 Budget includes a recommendation to increase water rates by an average of 5.9% effective January 1, 2025. A motion will be presented authorizing staff to begin the process to implement the adjustment including sending letters to customers in October for a public hearing in November. (See attached memo)

2. Water Terms and Conditions and Non-Tariff Fees

Staff will review proposed changes to the District's Terms and Conditions and Non-Tariff Fees. (See attached memo)

3. Other Business



ADMINISTRATION AND FINANCE COMMITTEE/ AGENDA ITEM SUMMARY

Agenda Item: 1
 Date of Meeting: September 9, 2024
 Subject: Water Rates Adjustment
 Presented By: David Kane, Executive Director of Administration

RECOMMENDATION

The following proposed language is presented for Board of Trustee approval:

ORDERED, pursuant to Board of Trustees Policy, the Treasurer shall prepare the supporting documents for a water rate increase of approximately 5.9%, with new rates effective January 1, 2025.

BACKGROUND ANALYSIS

At the July 8th Board Workshop, staff indicated the first draft of the 2025 budget called for a water rate adjustment of 8.2%. The Board discussed and set a 2025 water rate parameter of an average increase not to exceed 6%. The proposed budget incorporates an average increase of 5.9%, with a 5.5% increase to residential rates.

Staff will prepare the supporting documentation and arrange to hold a public hearing in November and send customer notices about the public hearing to all customers in October. Significant items to be considered are listed below.

Revenue Requirement – How much do we need to operate?

The proposed 2025 net expenditure operating budget is \$32.9 million. Consistent with the Board policy of annual rate adjustments, the staff proposes an increase of 5.9%.

Reserves – How much do we want to include for operating fund reserves?

The proposed 2025 water budget assumes a 5.9% rate adjustment and would generate \$32.9 million.

	<u>12/31/2024</u>	<u>12/31/2025</u>	<u>Target</u>
Operating	\$6.3M	\$ 6.3M	\$ 7.2M
Watershed Land Protection	\$1.7M	\$ 1.7M	\$ 3.8M
Capital Reserve	\$2.6M	\$ 3.0M	None
Rate Stability	\$0.3M	\$ 0.3M	None

Water Consumption – How much do we assume customers will use?

The budget assumed a consumption of 8.4 million hundred cubic feet (HCF). Actual consumption for the years between 2014 and 2023 ranged from 8.1 million HCF to 8.8 million HCF. Staff recommends using the consumption at the lower end of the recent actual consumption range (i.e., 8.4 million HCF).

Rate Design – How should the rate adjustment be allocated?

The last cost of service study indicated that industrial/commercial customers generate less revenue than the costs to serve them. The Board requested that the gap be closed over future rate adjustments by increasing rates at higher increments for industrial/commercial customers.

Regulatory Process – What regulatory process will be used?

The water rate adjustment no longer needs Maine Public Utilities Commission approval in addition to the Board of Trustees approval. Per Board policy, information will be available for public review in October, and a public hearing on the proposed rate adjustment will be held in November.

The proposed schedule to implement the rate adjustment is as follows:

- September 9, 2024 The PWD Board of Trustees’ Administration and Finance Committee reviews and makes final rate recommendations. Finance staff provides up-to-date financial information and revenue projections.
- September 23, 2024 PWD Board considers approving the Administration and Finance Committee’s recommendation.
- October 11, 2024 Supporting documentation for a rate adjustment is available to the public.
- October 25, 2024 Publish notice of a rate adjustment is sent to all customers. The notice includes an invitation to attend the public hearing.
- November 11, 2024 Special public hearing on proposed rate adjustment. General Manager and Treasurer provide information supporting the rate adjustment. Public has an opportunity to ask questions and provide feedback to the Board as they consider the proposed rate schedule.
- November 25, 2024 Board business meeting – Approve final rate schedule. The final rate schedule incorporates changes based on the public hearing and Board’s feedback.
- December 24, 2024 File final rate schedule based on public hearing and Board review. Rate schedule is distributed to Maine PUC for informational purposes only.
- January 1, 2025 Rate adjustment effective date.

Water Rate Adjustment Impact

The customer impact of the proposed 5.9% increase is below.

<u>Customer:</u>		<u>Current</u>	<u>Proposed</u>	
<i>Residential</i>	<i>.62" meter, 7 HCF</i>	<i>\$ 28.71</i>	<i>\$ 30.20</i>	<i>5.2%</i>
<i>Commercial</i>	<i>.62" meter, 40 HCF</i>	<i>\$ 121.22</i>	<i>\$ 128.16</i>	<i>5.7%</i>
<i>Small Industrial</i>	<i>2" meter, 1,300 HCF</i>	<i>\$ 2,337.63</i>	<i>\$ 2,512.07</i>	<i>7.5%</i>
<i>Large Industrial</i>	<i>8" meter, 56,000 HCF</i>	<i>\$ 76,570.48</i>	<i>\$ 82,244.88</i>	<i>7.4%</i>
<i>Sprinkler</i>	<i>6" meter (year)</i>	<i>\$ 531.60</i>	<i>\$ 558.96</i>	<i>5.1%</i>
<i>Public Fire (per year)</i>		<i>\$ 1,738,188</i>	<i>\$ 1,827,705</i>	<i>5.2%</i>
<i>Seasonal (per year)</i>		<i>\$ 279.10</i>	<i>\$ 293.47</i>	<i>5.1%</i>

LEGAL REVIEW

Corporate Counsel has reviewed the proposed Resolution as to form.

CONCLUSION(S)

Staff recommends forwarding the motion supporting a 5.9% rate adjustment

ATTACHMENT(S)

None



ADMINISTRATION AND FINANCE COMMITTEE/ AGENDA ITEM SUMMARY

Agenda Item: 2
Date of Meeting: September 9, 2024
Subject: 2025 Water Terms and Conditions
Presented By: David Kane, Executive Director of Administration

RECOMMENDATION

The following proposed language is presented for Board of Trustee approval:

ORDERED, that the revisions to the District's Terms & Conditions of water service, attached hereto and incorporated herein by reference, are hereby adopted with an effective date of January 1, 2025. (Note: Propose to present at the November 25, 2024, along with all the other budget-related motions.)

BACKGROUND

The Water Terms and Conditions (T&C) are reviewed annually as part of the budget process, and the fees are updated to reflect actual costs. The last fee update was approved on November 27, 2023 (Order 23-040). Because the District was granted a waiver from the Public Utilities Commission from rate-related filings, the T&C changes need only Board approval.

The changes being proposed include the following:

- Updating fees to current costs. All fees include a new fee to cover supervisor and office-related costs.
- New Section 370: Ground wire attachments not allowed
- Section 340: Require hydrant meter installation fee to be collected upfront. A monthly fee for use of hydrant meter would be imposed.

FISCAL REVIEW / FUNDING

The changes will result in estimated water revenues and capital fees of \$284,488 and \$153,275, respectively. (See Attachment B for details)

LEGAL REVIEW

Corporate Counsel reviewed the proposed motion and approved it as to form.

CONCLUSION(S)

Staff recommends that the Board approve the proposed motion.

ATTACHMENT(S)

- A. Terms and Conditions - Redlined with changes noted
- B. Summary of Fees with impact of the proposed changes

TERMS & CONDITIONS

Filed at the Office of the Public Utilities Commission
As Amended January 1, 202~~5~~⁴

PORTLAND WATER DISTRICT

225 Douglass Street, Portland, Maine

TERMS & CONDITIONS

These Terms and Conditions produced by the Portland Water District, and accepted by the Maine Public Utilities Commission will govern and guide the District in the operation of its business.

All District provision of service and credit and collection procedures in these Terms and Conditions will conform and be based upon rules of the Maine Public Utilities Commission except as hereinafter noted.

Except as explicitly provided herein, these Terms and Conditions are not intended to modify any rights or duties of the District or any customer or any authority of the Public Utilities Commission under any provision of Maine law, including Title 35-a of the Maine Revised Statutes Annotated or the rules and regulations of the Maine Public Utilities Commission.

REVISION TABLE

Date	PWD Motion	Sections	Description
4/1/22	Resolution 22-005	Entire Document	Restatement of T&C issued.
1/1/23	Order 22-046	Sheets 2,6,12,15-20	Updating fees to current costs
1/1/24	Order 23-040	Sheets 3, 7, 12, 14-20	Updating fees to current costs
<u>1/1/25</u>	<u>Order 24-XX</u>	<u>Sheet 14</u>	<u>Add 370 Ground Wire Attachments, Modify Hydrant meter fees</u>
<u>1/1/25</u>	<u>Order 24-040</u>	<u>Sheets 3, 7, 12, 14-20</u>	<u>Updating fees to current costs</u>

Table of Contents

Section 100	- General	SHEET 3
Section 110	- Appeals Process	SHEET 3
Section 120	- Office Hours, Normal Business Hours, Other Hours and Emergency Hours	SHEET 3
Section 130	- Access to Premises Served by PWD	SHEET 3
Section 140	- Tampering With District Property	SHEET 3
Section 150	- Unauthorized Use of Water	SHEET 4
Section 151	- Unauthorized use/Theft of service Charge	SHEET 4
Section 160	- Liability	SHEET 4
Section 170	- Water Supply Emergency	SHEET 4
Section 200	- Billing	SHEET 5
Section 210	- Billing and Payment Procedures	SHEET 5
Section 211	- Seasonal Billing Procedures	SHEET 5
Section 220	- New Customer Activation Fee	SHEET 6
Section 230	- Late Payment Charges	SHEET 6
Section 231	- Collection Charge for Past Due Bills	SHEET 6
Section 232	- Lien Charges for Multi-Unit Properties	SHEET 6
Section 233	- Disconnection of Multi-Unit Properties	SHEET 6
Section 234	- Disconnection of Leased or Rental Single-Meter, Multi-Unit Dwellings	SHEET 7
Section 235	- Disconnection Process for Overdue Combined Water and Municipal Sewer Balances	SHEET 7
Section 240	- Rebate Policy	SHEET 9
Section 241	- Time Period for "Make-Up" Bills for Previously Unbilled Service Due to Unauthorized Use or Fraud	SHEET 9
Section 242	- Charge for Payments Returned	SHEET 9
Section 243	- Interruption of Service	SHEET 9
Section 250	- Deposits	SHEET 9
Section 300	- Service Standards	SHEET 10
Section 310	- Maintenance of Plumbing	SHEET 10
Section 311	- Fluctuation of Pressures by Customer's Apparatus	SHEET 10
Section 312	- Isolation Valve	SHEET 10
Section 313	- By-Pass Valve	SHEET 10
Section 314	- Safeguarding Direct Pressure Water Devices and Systems Supplied by Automatic Feed Valves	SHEET 11
Section 315	- Cross-Connections	SHEET 11
Section 316	- Private Fire Protection	SHEET 11
Section 320	- Water Meters and Meter Reading Device	SHEET 11
Section 321	- Meter Maintenance and Accuracy	SHEET 12
Section 322	- Meter Pit Policy	SHEET 12
Section 330	- Application for New Water Service	SHEET 13
Section 331	- Conditions for Water Service	SHEET 13
Section 340	- Fire Hydrants	SHEET 14
Section 350	- Size of Water Distribution Mains	SHEET 14
Section 360	- Winter Construction	SHEET 14
<u>Section 370</u>	- <u>Ground Wire Attachments</u>	<u>SHEET 14</u>
Section 400	- Service Provisions	SHEET 15
Section 410	- New Meter or Service Fees and Deposits	SHEET 15
Section 411	- New Main Extension Application Fees and Deposits	SHEET 17
Section 420	- Disconnection/Restoration of Service	SHEET 18
Section 430	- Charges for Replacement of Damaged Water Meters	SHEET 19
Section 440	- Closing Metered Accounts	SHEET 19
Section 450	- Temporary Water Service	SHEET 20
Section 460	- Charges to Perform Flow Tests on Hydrants	SHEET 20
Section 470	- Charges for Testing Cross Connection Backflow Devices	SHEET 20
Section 480	- Low-Income Customer Assistance Program	SHEET 20

SECTION 100 - GENERAL

Section 110. Appeals Process

Disagreements or disputes regarding the application of Terms and Conditions relating to water service standards, water line standards, or water main extension standards shall be decided by the District's Board of Trustees.

Disagreements or disputes regarding the application of Terms and Conditions or relating to Chapter 660 of the Rules of the Public Utilities Commission shall be decided by the Public Utilities Commission.

Section 120. Office Hours, Normal Business Hours, Other Hours and Emergency Hours

Office Hours are 8:00 a.m. to 4:30 p.m. Monday through Friday, excluding holidays. Office hours may change due to training, staffing, weather conditions, etc.

Normal Business Hours, for the purpose of charging disconnection, reconnection and damaged meter fees, are 7:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays.

Other Hours, for the purpose of charging disconnection, reconnection and damaged meter fees, are 4:30 p.m. to 7:30 a.m. Monday through Friday, holidays, Saturday and Sunday.

Emergency Hours are 24 hours a day, seven days a week.

Section 130. Access to Premises Served by PWD

Employees of the District, shall have free access at all reasonable hours to all premises served by the District by providing proper identification to either the customer or owner. The District's employees, with authority from the customer or the owner, will be permitted to inspect all plumbing and fixtures, to set, remove, or read meters, to ascertain the amount of water used and the manner of use, and to enforce these terms and conditions.

Section 140. Tampering With District Property

There shall be no tampering with District property. No District owned valve, shut-off, hydrant, or standpipe shall be opened, closed, or otherwise operated by any person other than District authorized persons.

Section 150. Unauthorized Use of Water

No customer shall supply water to another customer, nor shall water be used for any other purpose except normal domestic usage and fire protection without District approval. No unauthorized person shall obtain water from a hydrant or other District fixture without prior District consent.

Section 151. Unauthorized use/Theft of service Charge

If District personnel expend time investigating and documenting a diversion of water by a customer, the customer shall be responsible for all documented costs of investigation and adjustment incurred by the District, unless fees are otherwise recovered pursuant to 35-A M.R.S. § 2705. For purposes of this section, Diversion shall mean the diversion of flow around the meter to evade charges as well as the unauthorized reconnection of service by a customer or his/her representative after water has been shut off due to nonpayment.

Section 160. Liability

The District will only be liable for any damages arising from any claim by a customer to the extent liability is expressly provided in the Maine Tort Claims Act as set forth in Title 14, Chapter 741 of the Maine Revised Statutes Annotated. The District makes no representations or warranties about the suitability of any water provided by the District for any particular purpose.

Section 170. Water Supply Emergency

Customers who fail to implement mandatory water conservation and/or utilization restrictions during a District declared water supply will be subject to a fee on the customer's next water bill equal to twice the general reconnection fee, per the Portland Water District Board of Trustees Policy 620. Each 24-hour period for which the customer is not in compliance with the District's water conservation and/or utilization restrictions constitutes a separate violation. The District may disconnect customers for repeated violations of the water company's water conservation and/or utilization restrictions.

SECTION 200 - BILLING

Section 210. Billing and Payment Procedures

The due date of a bill must be at least 25 days after the bill is mailed or otherwise delivered to the customer. A bill is considered “mailed” on the date the bill is postmarked. If there is no postmark (as with an electronic bill) the District will send the electronic notification to the customer no more than 1 day after the bill date.

Bills may be rendered monthly, bimonthly, quarterly, or by the season at the option of the District. Metered minimum charges and private fire service charges, except for seasonal main charges, may be prorated for the exact number of days of service when service is open or closed.

The customer will be responsible for providing a correct billing address or email address if bill notification is received electronically. Failure to receive a bill does not relieve the customer of the obligation of its payment, nor from the consequence of nonpayment.

Applicants or customers may notify the District in writing if they wish to designate a Third Party to receive copies of customer bills and disconnection notices.

When a billing error is discovered, the District will have up to 90 days to correct the error.

Section 211. Seasonal Billing Procedures

A seasonal customer regularly takes service for only a portion of the year from either a surface or deep main. A seasonal customer will be subject to seasonal rules and rates. An initial bill will be generated and no additional charges will be assessed unless the consumption, upon closing the account, exceeds the usage allowed in the seasonal rate. When the account is closed the meter must be removed and the water service must be disconnected. Seasonal customers served by a surface main shall be provided water service between May 1 and October 15.

If a non-seasonal customer on a deep main vacates the premises for 3 months or less, and elects to remain on monthly rates, the District must be notified in writing. The account will be closed. The customer’s meter must be removed and the water service disconnected. Upon request to establish the service again, a reconnection fee pursuant to Section 3 of these Terms and Conditions will be charged.

Section 220. New Customer Activation Fee

The customer shall pay a ~~\$2100~~22.20 fee when the customer requests a change to an existing account causing an additional customer account record to be created.

Section 230. Late Payment Charges

Late payment charges are assessed for overdue water bills that are not paid within 25 days from the postmarked date, or 25 days from the e-bill notification date. The interest rate charged will be the interest rate established for delinquent taxes by the State Treasurer.

Section 231. Collection Charge for Past Due Bills

If District personnel visit the customer's premises to disconnect service for nonpayment and in lieu of actual disconnection, the customer pays or makes a payment arrangement for the entire balance due the District will charge a collection fee ~~\$2832~~.00.

Section 232. Lien Charges for Multi-Unit Properties

The District may enforce its lien rights in accordance with 35-A M.R.S.A, Section 6111-A to collect a past due water bill. A \$58.00 charge covering lien notification, preparation, filing, and processing will be added to the past due amount, and included as part of the lien filing.

Section 233. Disconnection of Multi-Unit Properties

Before disconnection of a single meter, multi-unit property, for non-payment of basic service, the District will:

- Mail a disconnection notice to the customer in accordance with Chapter 660 of the Maine Public Utilities Commission Rules guidelines.
- Post a disconnection notice at or near the front and rear entrances of the affected building(s), to inform tenants how service can be continued. The disconnection notice will be posted at least 10 days prior to disconnection of the water service.
- In lieu of filing a water lien, the District will notify the appropriate participating sewer municipality, if applicable, of the pending disconnection to provide it an opportunity to solicit payment from the owner. If the bill remains delinquent and the municipality does not relocate the tenants and seeks to have water restored, the District will restore the water either per a court order, or if the municipality pays the District for the delinquent water balance and accepts a transfer of the delinquent sewer balance.

The District may authorize separate metering of each dwelling unit at the landlord's expense, if the dwelling is disconnected for nonpayment of an overdue amount.

Section 234. Disconnection of Leased or Rental Single-Meter, Multi-Unit Dwellings

Pursuant to Chapter 660 of the Maine Public Utilities Commission Rules, before the Utility disconnects service to a leased or rented single meter, multi-unit dwelling, the Utility will:

- a) Apply any existing deposit to the current account balance,
- b) Assess against the landlord a collection fee of \$100.00 at the time the location is posted as required by Chapter 690. This fee is in addition to any applicable reconnection fee set forth in Section 3 of these Terms and Conditions.

Section 235. Disconnection Process for Overdue Combined Water and Municipal Sewer Balances

The following section outlines the Terms and Conditions related to the disconnection process for overdue combined water and municipal sewer balances

Section 235.1. Policy

The District, as sewer billing agent for participating municipalities, will issue a disconnection notice to delinquent customers that may result in the disconnection of water service pursuant to Section 34-D of these Terms and Conditions

Section 235.2. Definitions

- Service Classification - “Service classification” includes water and sewer services billed as residential, commercial, industrial, and governmental accounts.
- Total Amount Due - “Total Amount Due” means the total water and sewer amount owed by a customer that has been properly billed.
- Total Amount Overdue – For the purpose of issuing a disconnection notice, “Total Amount Overdue” means the total water and sewer amount billed to a customer that is greater than \$100.00 and more than 50 days old. For the purpose of assessing a late fee, “Total Amount Overdue” means the water and sewer balance that has not been paid within 25 days of the bill postmark date, or 25 days from the electronic notification date of the e-bill.

Section 235.3. Billing

Bills shall be issued in accordance with applicable sections of Public Utilities Commission Chapters, i.e. Chapters 660 and 870, and the Portland City Code, Section 24.

Section 235.4. Disconnection and Reconnection

A 14-day disconnection notice shall be issued to a delinquent customer when the Total Amount Overdue is greater than \$100.00 and more than 50 days old, the account is not on an active payment arrangement, and the account is not on dispute. A 3 business day disconnection notice shall be issued for the Total Amount Due when a customer does not comply with the terms of the established payment arrangement and the account is not on dispute

When a customer has received a 14 day disconnection notice and makes a partial payment that reduces the Total Amount Overdue to \$100.00 or less, the customer will be subject to disconnection until the Total Amount Overdue is paid in full, or the customer makes a payment arrangement. When a customer has received a 3 business day disconnection notice due to a broken payment arrangement, and makes a partial payment on the installment amount, the customer is subject to disconnection until the installment amount is paid in full.

Section 235.5. Payment Allocation

In the event that a payment is received by the District which does not clearly indicate whether the payment is for water or sewer, the payment shall be applied to the oldest outstanding basic service bills.

Section 235.6. Payment Arrangement

The District shall offer a Regular Payment Arrangement to customers who cannot pay the Total Account Balance in accordance with Chapter 660 of the Maine Public Utilities Commission Rules and these Terms and Conditions.

Section 235.7. Dispute Resolution

Disputes related to Chapter 660 of the Maine Public Utilities Commission Rules shall be resolved in accordance with the Rules of the Public Utilities Commission.

The District shall accept and respond to inquiries and complaints related to the amount or composition of charges. The appropriate municipality shall accept and respond to inquiries and complaints relating to the sewer collector system or the Municipality's Sewer Ordinance.

Section 240. Rebate Policy

The District may rebate a portion of a customer's bill for leakage. The rebate will only be available one time during a five-year period on each account. Proof may be required to substantiate the leakage and repair. The rebate will be based upon deducting one-half of the billing in excess of normal usage. In no event will the rebate apply to leakage that occurred more than one year prior to the time the customer notifies the District of the leakage.

Section 241. Time Period for “Make-Up” Bills for Previously Unbilled Service Due to Unauthorized Use or Fraud

For residential and commercial accounts, the District may issue a “make-up” bill for service that was previously unbilled because of unauthorized use or fraud by the customer for service that occurred up to six (6) years before the issuance of the “make-up” bill”.

Section 242. Charge for Payments Returned

A charge will be made to the account of any customer whose check is returned by the bank for reason of insufficient funds or incorrect bank information. The charge shall be the greater of \$5.00 or an amount equal to the actual bank charges. The utility will furnish the customer with proof of any bank charges in excess of \$5.00.

Section 243. Interruption of Service

The District will provide notice of any shut off to affected customers in accordance with Portland Water District Board of Trustees Policy 620(2)(G) and will make a prorate reduction in the customer’s bill as provided in that subsection.

Section 250. Deposits

The interest rate paid on all deposits will be in accordance with Chapter 870 of the Commission's Rules and Regulations.

The amount of the deposit will be based on the amount of the basic service in accordance with Chapter 660 of the Maine Public Utilities Commission Rules guidelines.

SECTION 300 - SERVICE STANDARDS

Section 310. Maintenance of Plumbing

To prevent leaks and damages, all customers shall maintain at their own expense the plumbing and fixtures within their own premises in good repair and protect them from freezing. In the event of a frozen service, the District will inspect and determine where the service line is frozen. All costs associated with inspecting and thawing a frozen service line on private property shall be borne by the customer. All costs associated with inspecting and thawing a frozen service line in the public right of way shall be borne by the District.

Section 311. Fluctuation of Pressures by Customer's Apparatus

No customer shall install or use a water consumption apparatus that will affect the District's pressure or operating conditions so as to interfere with the service of another customer. If a customer has, or proposes to install an apparatus which requires water in sudden and/or material quantities, the District reserves the right to require the customer to install devices or apparatuses, which will confine such fluctuations of demand or reduction of pressure within reasonable limits as determined by the District.

If the customer, after receiving written notice from the District, fails to present an acceptable remedial plan within a time limit set by the District, service will be discontinued pursuant to provisions of the Chapter 660 of the Maine Public Utilities Commission Rules.

Section 312. Isolation Valve

Every service must be equipped with operable isolation valves, with one valve above and one valve below the meter. The valves and meter shall be protected from freezing either within a building or inside a meter pit. All piping shall be arranged to prevent back siphonage and to permit drainage whenever necessary. The isolation valves shall be owned and maintained by the customer.

Section 313. By-Pass Valve

Effective February 1, 2008 customers desiring a by-pass valve must file an application for such valve with the District. Services shall be equipped with a by-pass valve only if the meter is 1.5-inch or larger, and if the applicant can document a need for business continuity to the satisfaction of the District. A by-pass valve shall be owned and maintained by a customer; it shall only be installed after the approval by the District, and shall be sealed shut. It can only be operated with the consent or approval of the District. In the event that the by-pass valve is unsealed or operated without the consent or approval of the District, the District, in its discretion, may require removal of the by-pass valve at the customer's expense.

Section 314. Safeguarding Direct Pressure Water Devices and Systems Supplied by Automatic Feed Valves

All customers having direct pressure water devices, including but not limited to booster pumps, hot water tanks, or secondary systems supplied by automatic feed valves, shall install and maintain at their own expense appropriate vacuum, temperature, pressure relief valves, and lower water cutouts in their water system to prevent damage., Water service supplied to any customer not providing such protective devices will be strictly at the risk of the customer, and the District will not be held liable for damage resulting from lack of or failure of such protective devices.

Section 315. Cross-Connections

No cross connection between the public water supply and any other supply will be allowed unless properly protected and supervised in accordance with the Department of Human Services rules, the District's formal Cross Connection Control Program, and the Portland Water District Board of Trustees Policy 620.

Section 316. Private Fire Protection

Customers requiring private fire protection should contact the District to determine the availability of fire service at their location. Fire service, if available, will be installed at the customer's expense within the bounds of the public way or right-of-way. The fire service line, after installation, will be owned and maintained in the public way or right-of-way by the District. The District does not guarantee any quantity of water or pressure available through a fire protection service. The owner of such service shall determine the adequacy of supply through the fire service by conducting tests of the private system. The District must be given timely notice so a representative of the District can be present to observe the test.

Section 320. Water Meters and Meter Reading Device

The District will install one meter per service line. Meters must be installed in a safe, clean, dry, warm area at the service entrance and must be readily and safely accessible to District representatives. Maintenance of all District meters is provided at the District's cost. If additional auxiliary, or memo meters are required by the customer for calculating subdivision of water supply, they shall be purchased, installed, and maintained by the customer.

The District shall install meter reading devices for meters owned by the District. The most beneficial location of this device, for efficient and safe meter reading purposes, will be determined by the District.

Section 321. Meter Maintenance and Accuracy

The District has a program that repairs, tests, and replaces(if necessary) all meter sizes on the following service periods:

5/8-inch through 2-inch:	20 Years
3-inch:	4 Years
4-inch:	2 Years
6-inch and larger:	1 Year

Meters are tested in conformance with Section 3G. of the District’s Water Service Standards Policy enacted by the Board of Trustees. Customer requests to test a water meter for accuracy are accommodated by the District without charge once every 18 months. More frequent tests of meters larger than two inch are at the customer’s expense based on the District’s actual costs. More frequent tests of meters two- inch or smaller are subject to a \$~~178~~154.00 charge. It is recommended that the customer witness the meter test. If a meter is determined to be malfunctioning, the customer bill shall be adjusted according to the average historical usage.

Section 322. Meter Pit Policy

The District may require the customer of a property to supply, install, and maintain a meter pit(s) to District specifications at the customer’s expense as a condition of service when:

- a. The actual laying length of the service pipe measures over 300-feet from the street line.
- b. The service location makes discovery of a possible leak unlikely.
- c. The use of service pipe deemed by the District to be inferior makes the possibility of a leak likely. (Copper pipe must be type K; plastic pipe must be rated 160 PSI.)
- d. A single service supplies two or more units with no suitable common area (accessible independently of any individual tenant/owner) in which to install the meter.
- e. A property of two or more units is supplied through multiple services, any one of which is located in front of, or enters a unit other than, the one it serves.
- f. The customer does not provide a clean, warm, dry, and safely accessible location for the meter and its appurtenances.
- g. The customer does not furnish an otherwise suitable location for a meter inside the customer’s building.

All meter pits shall be installed on the customer’s property and installed as follows:

- a. In such manner to keep the meter pit clean and dry at all times.
- b. In such manner to allow District representatives to have access to the meter pit.
- c. In such manner that all confined space entry equipment can be safely utilized in accordance with OSHA standards for confined space entry.
- d. In such manner to conform to District Standards and Specifications.

The customer shall be responsible for maintaining the meter pit at its cost such that it can accommodate the District's meter.

Section 330. Application for New Water Service

To qualify for new water service, all applicants must demonstrate a need for water service that meets the conditions contained herein.

The application for a new water service shall include at a minimum:

- A project description (i.e., type of use, project location, project schedule, etc.).
- A site plan showing the location of the proposed service.
- An inventory of all water fixtures in the building to be served.

Section 331. Conditions for Water Service

- (a) All water service lines must conform to Portland Water District Board of Trustees Policy 620. New water service must be established from a water main having direct frontage to the lot or building being served.
- (b) Multiple buildings on a single lot all owned by a single entity may be served by a single water service with a single meter installed in accordance with other provisions herein. When there are multiple detached buildings on one lot served by one service line, PWD may require a covenant to be recorded in the Cumberland County Registry of Deeds affirming that if the lot is ever subdivided, an independent water service shall be installed and operational for each building.
- (c) If a single building is ever split into more than one unit, utilizing a party wall, each unit will be required to have an independent water service at the time that the split occurs and the additional units are created. If the split has occurred prior to service being provided (i.e., duplex construction), an independent water service must be established to each individual unit prior to new service activation.
- (d) If water service to a new building or lot cannot be obtained without crossing the property of another then one or more permanent easements for water facilities, having terms acceptable to the District, must be created and recorded in the Cumberland County Registry of Deeds, for the benefit of the District and all new owners. Granting water service through an easement shall be at the discretion of the District.

~~(e)~~ The District may require, in its discretion, that customers bring their service into conformance with current District standards if the following occurs:

~~(e)~~

1. Changes in water demand or use that necessitate a change in service line or meter size changes.
2. The addition of an irrigation system to an existing domestic service lines.
3. The installation or upgrade of a fire sprinkler system or the addition of a private hydrant to an existing service line

(f) Customers shall comply with the Portland Water District Board of Trustees Policy 620. The District reserves the right to suspend water service to a customer until the service line setup meets current District standards.

Section 340. Fire Hydrants

Fire hydrants may not be used for any purpose other than extinguishing fires, training purposes, or for such other purposes as may be agreed upon by the District and the municipality or owner of a private hydrant. In no case shall fire hydrants be operated by a person other than an agent of the District, except when used for fire protection or training purposes.

If the District approves a request for a hydrant meter, unless otherwise authorized, the District will install and will assess a fee of ~~\$227+57.00~~ if installed and removed during normal business hours and ~~\$385+303.00~~ if installed during non-business hours. The \$227 fee includes up to one month of hydrant meter use. A monthly fee of \$45 will be charged for each additional month of use.

Section 350. Size of Water Distribution Mains

The District provides water for domestic and fire protection purposes. The District requires all distribution water mains be adequately sized in accordance Portland Water District Board of Trustees Policy 650: Water Main Extension and Service Line Rule enacted by the Board of Trustees.

Section 360. Winter Construction

No new public water mains or services will be installed during winter conditions unless specifically approved by the District. The customer assumes all extra expenses over the ordinary construction expense.

Section 370. Ground Wire Attachments

TERMS & CONDITIONS

All customers are prohibited to attach any ground wire or wires to any plumbing which is or may be connected to a service connection or main belonging to the Authority, and the Authority will hold the customer liable for any damage to its property and change in water quality occasioned by such ground wire attachments.

SECTION 400 - SERVICE PROVISIONS

Section 410. New Meter or Service Fees and Deposits

This Section defines the fees and deposits associated to requests for new water services. Fees and deposits are dependent on the scope of the new water service project and shall be determined by the District. Fees and deposits are required to be submitted with a completed Application for New Service. Deposits related to Service Inspection shall be reconciled by the District at the time of service installation, and deposits related to Service Activation shall be reconciled by the District at the time of Service Activation.

- **Service Administration Fee.** All services in a New Service project shall carry a non-refundable \$~~11898~~.00 application fee.
- **Planning and Engineering Fee (New Service Project).** Applicants for new service projects shall be responsible for a Planning and Engineering fee equal to \$~~126106~~.00 per service.
- **Inspection Fee/Deposit.** The Applicant shall provide a deposit for the cost of inspection of the installation of the new service. Depending on the size of the new service, and how many services are be installed in the project, the fee will either be a flat rate or actual cost, as defined below.
 - **Flat Rate (Fee).** All new services that are 2-inches or less in diameter and that are the only service installed in a project will carry a Flat Rate fee of \$~~346293~~.00 for inspection.
 - **Actual Cost (Deposit).** All new services that are greater than 2-inches in diameter and/or those that are one of multiple services installed as part of a project shall be inspected at actual cost. Actual cost will be calculated by taking the actual number of hours multiplied by \$ 85. This shall also apply to projects where an existing service must be retired as a condition of service installation.
- **Meter Fee.** The Applicant shall provide the cost of the new meter associated to a new domestic service. The cost of the water meter is defined as the meter cost, ERT (remote reader) cost, typical plumbing fitting costs, and a \$25.00 inventory overhead fee.
 - **Existing Meters.** In a situation where a new domestic service is installed to a Lot, and that Lot has previously had a domestic water service and a meter that has since been recovered in good working condition by the District, the cost of that existing meter shall be accounted for in the Meter Fee for the new service. When determining the cost of the existing meter, current meter prices will be used.

- **Meter Installation Fee/Deposit.** The Applicant shall provide a fee or deposit for the cost of installing the meter for all new domestic services where the meter is not to be installed in a small diameter meter pit. The size of the new meter shall determine if a fee or deposit is required.
 - **Flat Rate (Fee).** All new meters that are 2-inches and smaller and that are not being installed in a confined space meter pit/vault will carry a Flat Rate fee of ~~\$6353~~.00 for installation.
 - **Actual Cost (Deposit).** All new meters that are greater than 2-inches and/or those that are being installed in a confined space meter pit/vault shall be installed at actual cost. If the meter is to be installed in a large diameter meter pit or vault, inspection of that pit/vault prior to meter installation shall be included in the actual cost time.
- **Water Sample Fee.** New domestic services that are 2-inches or greater in diameter require a water sample. This also applies to domestic services installed in a parent/child configuration (i.e., a new domestic service that takes from a fire service rather than a water main). The cost of that water sample shall be ~~\$11093~~.00, to be provided by the Applicant.
- **Small Meter Installation in Small Diameter Meter Pit Fee.** All new domestic services that require a small diameter (2-inches and smaller) meter to be installed in a small diameter confined space meter pit shall carry a ~~\$153429~~.00 fee to install the meter. This fee shall include the inspection of the meter pit prior to installation of the meter.
- **Fire Service Activation Fee.** All new fire services that are installed carry a ~~\$136420~~.00 fee to activate the service.
- **Private Hydrant Inspection Deposit.** New private fire hydrants installed on fire services must be inspected by the District prior to activation of the hydrant. This inspection time shall carry a fee of ~~\$6353~~.00.
- **Initial Backflow Inspection Fee.** All new Backflow Prevention Devices must be inspected prior to service activation. The District will perform the initial test of the device at the time of service activation and meter set. The inspection shall carry a fee of ~~\$6353~~.00.

- **Maine Department of Transportation (DOT) Highway Opening & Utility Location Permit Fee.** All fees associated to permits required to install a new water service in a State Highway shall be assessed by the District to the Applicant
- **Inspection of new Public Infrastructure Deposit.** Occasionally a new service project will include the installation, removal, or relocation of public infrastructure (e.g., relocation of an existing hydrant). Inspection of this portion of a project is tracked separately and is assessed at actual cost. Actual cost will be calculated by taking the actual number of hours multiplied by \$ ~~8685~~.
- **Installation of Services as Part of a District Renewal Project Fee.** During a District organized water main renewal project, property owners who have frontage on the water main being renewed may request new services to their properties be added to the project. Addition of these services to the project is at the discretion of the District and their Contractor. If these services are added to the project, the cost of installation shall be determined by the District's Contractor and assessed to the Applicant through the Application.
- **Customer Contribution Fee.** As outlined in Portland Water District Board of Trustees Policy 650, new services installed on water mains that are less than 10-years old carry a Customer Contribution Fee. This fee is to be determined by the District per Policy 650 and assessed to the Applicant, to then be conveyed back to the original Developer of the water main.

When submitting an Application for new service, the Applicant shall be considered the owner of the building or Lot to be served. The Application shall be signed and dated by the Applicant.

A deposit for the required fees associated with that Application may be provided by the Applicant or a separate entity in their project team. If an entity other than the Applicant provides the required deposit, that entity must sign the Application as the Depositor. Reconciliation of all deposits will be processed with the Depositor.

Section 411. New Main Extension Application Fees and Deposits

This Section defines the fees and deposits associated with requests for new water main extension projects. Fees and deposits are dependent on the scope of the project and shall be determined by the District. Payment for fees and deposits are required to be submitted with a completed Main Extension Agreement. All deposits shall be reconciled by the District at the time of Final Completion.

- **Main Extension Administration Fee.** All new main extension projects shall carry a non-refundable \$~~1,4014,177~~.00 application fee.

- **Planning and Engineering Fee (Main Extension Project).** Applicants for main extension projects shall be responsible for a Planning and Engineering fee equal to ~~\$638590~~.00 per work day spent assisting in the design and plan review of the project.
- **Service Line Admin Fee (Main Extension Project).** All new services in a Main Extension project shall carry a non-refundable ~~\$2622~~.00 admin fee.
- **Inspection Deposit.** The Applicant shall provide a deposit for the cost of inspection of the main extension installation. The deposit shall be assessed against actual cost. Actual cost will be calculated by taking the actual number of hours multiplied by ~~\$8685~~.00.
- **Valve Box Deposit.** Applicants shall provide a \$25.00 deposit for each valve box installed as part of a main extension project, to be returned at final inspection if the valve boxes are appropriately raised.
- **Fire Protection Deposit.** Applicants shall provide a Fire Protection Deposit related to the portion of the water main installed without a public hydrant. The Deposit shall be \$8.00 per linear foot in Scarborough and Raymond, and \$4.00 in all other municipalities in the PWD Service Area.

Section 420. Disconnection/Restoration of Service

The District will charge a customer a fee to disconnect or restore service at the customer's premises if service was disconnected for nonpayment of bills, violation of the Terms and Conditions, fraudulent use of water, dangerous conditions on the customer's premises, violation of Commission rules, or at the customer's request, including requests to have the curb stop operated to enable work to be done on private property.

When the District is notified during Normal Business Hours¹ to disconnect or restore service or is requested to restore service during Normal Business Hours, a fee of ~~\$4841~~.00 will be charged.

When the District is notified during Other Hours¹ to disconnect or restore service or is requested to restore service during Other Hours, the charge is ~~\$5452~~.00 per hour with a minimum charge of ~~\$12744~~.00.

The District will make a reasonable effort to reconnect service during Normal Business Hours on the same day the request to reconnect is received. At the latest, reconnection must be made by 5:00 p.m. the following business day after the request.

¹ - Refer to Section 120 for definition of Normal Business Hours and Other Hours

TERMS & CONDITIONS

Section 430. Charges for Replacement of Damaged Water Meters

The charges to customers for costs incurred for the replacement of meter(s) two inch or less damaged due to improper care by customers are as follows:

Meter Size	Charges to Replace During Normal Business Hours ¹	Other Hours ¹²
Meters up to 2 inch Not in Pit	\$ 5363 .00 + cost of meter	\$ 185160 .00 + cost of meter
In Pit	\$ 129153 .00 + cost of meter	\$ 503451 .00 + cost of meter

¹ - Refer to Section 120 for definition of Normal Business Hours and Other Hours

² - Reflects minimum three-hour call out and overtime rate.

All meters that are greater than 2-inches and/or those that are being installed in a confined space meter pit/vault shall be installed at actual cost.

Section 440. Closing Metered Accounts

To close an account, the District may require the meter to be removed and the service shut at the curb stop.

Upon closing the account, the customer requesting the account be closed shall pay for the cost of removing the meter if no one else is taking responsibility for billing and if the District is not provided access to retrieve the meter or the meter cannot be located on the customer premises. The fee charged shall be the fees noted in section 430 of these Terms and Conditions. If the customer does not have the ability to provide access to the meter, the fee shall not be charged. The fee shall be refunded to the customer if another customer takes responsibility for the account or the meter is retrieved subsequently.

When the customer requests the District to close the account, and there is no new customer taking service, the outgoing customer is responsible to make arrangements for removal of the meter. Failure to obtain the meter will result in billing the outgoing customer the fees noted in Section 430 of these Terms and Conditions. The fee will be refunded if the meter is subsequently obtained and is not damaged.

Section 450. Temporary Water Service

A customer can apply for temporary water service in support of project delivery. Temporary service will be established from the customer's domestic water service line only. The District will supply the temporary service assembly for the customer to install and maintain once service line installation and passing of pressure and purity tests is complete. The customer will be charged for the water consumption in addition to an inspection fee of ~~\$120~~136.00 for each installation of the temporary service assembly. Temporary water service shall be granted on a limited basis depending on the availability of temporary service assemblies and the requested duration of use. Details of the temporary water service can be acquired from Customer Service.

Section 460. Charges to Perform Flow Tests on Hydrants

For a hydrant flow test to generate the static pressure, residual pressure and the water flow for a single hydrant, the charge is ~~\$281~~241.00. For each additional hydrant flow test concurrently administered at the same site, an additional ~~\$51~~59.00 will be charged.

Section 480. Low-Income Customer Assistance Program

The following section outlines the District's Low-Income Customer Assistance Program.

Section 480.1. General Program Description

The District is supporting, in conjunction with City of Portland (COP) a program to provide financial assistance to low-income residential customers for the purpose of taking positive steps towards reducing water consumption to make water more affordable.

The District has authorized COP to administer a program to repair, replace or install plumbing fixtures and water saving devices with regard to the following:

- Leaking or broken water pipes
- Toilets
- Hot water tank
- Kitchen faucets
- Bathtub faucets
- Showerheads
- Outside faucets
- Toilet dams
- Low-flow devices

This program will be offered to all qualified residential customers of the District.

Section 480.2. Program Participation Requirements

A qualified residential customer must:

- Own and occupy a year-round residence within the District service area.
- Be low-income qualified, by showing evidence of having an annual household income that is 80% of area median income (AMI) as defined by US HUD.
- Demonstrate through a home audit provided by COP, a need for the program's services.

Section 480.3. General Provisions

The dwelling unit owner must agree to leave in place at the premises any water saving measures installed under this program.

COP will determine customer eligibility, complete a home audit, develop a remediation plan, subcontract work to be completed, and inspect completed work.

Qualified applicants will be assisted on a first come, first served basis up to the allocated amount provided to the program by the District. Exceptions will be made at the discretion of COP for emergency situations that jeopardize health or safety.

The District will fund this program on an annual basis and reserves the right to discontinue program support at any time.

Section 480.4. Miscellaneous

The District along with municipalities, COP Central Intake and Outreach staff, Human Service organizations, and the public at large, will refer homeowners to COP for qualification.

All specific services provided by this program will be delivered to qualified participants at no cost to the participant.

Pontland Water District
Terms and Conditions Fee Changes

I & C Section	Description	Qualifier	2023	2024	2025	2024 # Estimate	Revenue Change	Total Revenue 2025
2 - 231	Collection Charge for Past Due Bills		\$ 25.00	\$ 28.00	\$ 32.00	806	\$ 3,224	\$ 25,792.00
2 - 234	Collection Charge for Tenant Postings	Flat - not cost based per PUC	\$ 100.00	\$ 100.00	\$ 100.00	886	\$ -	\$ 88,600.00
3a - 420	Restoration of Service: TOBH	Customer Contacted PWD During Normal Business Hours of 7:30am to 7:00pm to Turn On Service	\$ 38.00	\$ 41.00	\$ 48.00	812	\$ 5,684	\$ 38,976.00
3b - 420	Restoration of Service: TOAH, Other Hours that Exceeds Minimum Charge	other hours with minimum of \$105.00	\$ 48.00	\$ 52.00	\$ 54.00	0	\$ -	\$ -
3b1 - 420	Restoration of Service: TOAH	Customer Contacted PWD After Normal Business Hours of 7:30am to 7:00pm to Turn On Service	\$ 102.00	\$ 111.00	\$ 127.00	88	\$ 1,408	\$ 11,176.00
4 - 232	Lien for Multi-unit		\$ 58.00	\$ 58.00	\$ 58.00	0	\$ -	\$ -
7 - 242	Charge for Returned Check, including incorrect bank information	greater of actual charge or \$5	\$ 5.00	\$ 5.00	\$ 5.00	1698	\$ -	\$ 8,490.00
7 - 242	Incorrect Bank information		\$ 5.00	\$ 5.00	\$ 5.00	145	\$ -	\$ 725.00
8a - 410J	Cross Connection Backflow	single	\$ 102.00	\$ 53.00	\$ 63.00	13	\$ 130	\$ 819.00
Eliminated		Eliminated	\$ 51.00	\$ -	\$ -	100	\$ -	\$ -
9a - 460	Hydrant Flow Test	single	\$ 223.00	\$ 241.00	\$ 281.00	35	\$ 1,400	\$ 9,835.00
9b - 460	Hydrant Flow Test	each additional	\$ 46.00	\$ 50.00	\$ 51.00	4	\$ 4	\$ 204.00
10p - 430 same as 410 E	Replace Meter (admin fee not including meter cost)		\$ 77.00	\$ 53.00	\$ 63.00	10	\$ 100	\$ 630.00
10p - 430 same as 410 E	2 in and less	Business Hours	\$ 181.00	\$ 160.00	\$ 185.00	0	\$ -	\$ -
10p - 430 same as 410 E	2 in and less	Other Times	\$ 129.00	\$ 129.00	\$ 153.00	10	\$ 240	\$ 1,530.00
10p - 430 same as 410 G	small meter in pit	Business Hours	\$ 451.00	\$ 451.00	\$ 503.00	0	\$ -	\$ -
10p - 430 same as 410 G	small meter in pit	Other Times	\$ 141.00	\$ 154.00	\$ 178.00	5	\$ 120	\$ 890.00
24 - 321	Meter tests <2' meter		\$ 100.00	\$ 157.00	\$ 227.00	47	\$ 3,290	\$ 10,689.00
25	Close meter - same as 10 replace meter		\$ 165.00	\$ 303.00	\$ 385.00	0	\$ -	\$ -
29 - 340	Hydrant Meter Set - Business Hours		\$ 19.00	\$ 21.00	\$ 22.00	3916	\$ 3,916	\$ 86,152.00
29 - 340	Hydrant Meter Set - Non-Business Hours		\$ 19.00	\$ 21.00	\$ 22.00	3916	\$ 3,916	\$ 86,152.00
29 - 340	Hydrant Meter - More than 30 days Monthly Fee		\$ 19.00	\$ 21.00	\$ 22.00	3916	\$ 3,916	\$ 86,152.00
29 - 340	Hydrant Meter - More than 30 days Monthly Fee		\$ 19.00	\$ 21.00	\$ 22.00	3916	\$ 3,916	\$ 86,152.00
36 - 220	New Customer Activation Fee		\$ 19.00	\$ 21.00	\$ 22.00	3916	\$ 3,916	\$ 86,152.00
New 410B	Operating Revenue		\$ 279.00	\$ 1,177.00	\$ 1,401.00	20	\$ 4,480	\$ 28,020.00
37 - 411	New Service(s) - Planning & Engineering Fee		\$ 93.00	\$ 98.00	\$ 118.00	400	\$ 8,000	\$ 47,200.00
38 - 410A	New Main Extension Fee Application		\$ 218.00	\$ 283.00	\$ 346.00	150	\$ 7,950	\$ 51,900.00
38a	2' and under Service Inspection	Service Inspection	\$ 77.00	\$ 53.00	\$ 63.00	300	\$ 3,000	\$ 18,900.00
38d - 410 E	2' and under Meter Admin not inc meter	Meter	\$ 193.00	\$ 93.00	\$ 110.00	35	\$ 595	\$ 3,850.00
38G - 410	Water Quality Samples		100	157	227	15	\$ 1,050	\$ 3,405.00
41 - 450	Temporary Water Service		49	120	136	50	\$ 800	\$ 6,800.00
410	Fire Service Activation		600	590	638	20	\$ 960	\$ 12,760.00
411	Planning & Engineering		25	25	25	75	\$ -	\$ 1,875.00
411	Valve Box		8	8	8	0	\$ -	\$ -
411	Fire Protection - Scarborough/Raymond		4	4	4	0	\$ -	\$ -
411	Fire Protection- All others		4	4	4	0	\$ -	\$ -
410B	Planning & Engineering -new service project		106	129	126	150	\$ 3,000	\$ 18,900.00
410F	Small Meter Installation in Pit		129	129	153	25	\$ 600	\$ 3,825.00
410H	Private Hydrant Initial Inspection		120	120	136	20	\$ 320	\$ 2,720.00
410I	Main Extension - Service Line Admin		22	22	26	250	\$ 1,000	\$ 6,500.00
411C	Inspection Fee/Deposit hour rate		85.00	85.00	86.00	1000	\$ 1,005	\$ 86,000.00
410	Inspection of new Public Infrastructure hour rate		85.00	85.00	86.00	24	\$ 24	\$ 2,064.00
Capital Fees			\$ 25,075	\$ 153,275	\$ 153,275		\$ -	\$ -



MEMORANDUM PORTLAND WATER DISTRICT

TO: Operations Committee/Board of Trustees

FROM: Scott Firmin, Director of Operations - Wastewater
James Wallace, Director of Operations - Water

DATE: September 4, 2024

RE: **Operations Committee Meeting – September 9, 2024**

A meeting of the Operations Committee of the Portland Water District Board of Trustees will be held on Monday, September 9, 2024, at 5:30 p.m., at the Ecology Center, 1 White Rock Road, Standish, Maine.

AGENDA

- 1. Update on Capital Improvements Projects**
Staff will provide an update on capital projects.
- 2. Other Business**



MEMORANDUM PORTLAND WATER DISTRICT

TO: Planning Committee/Board of Trustees

FROM: Paul Hunt, Environmental Services Manager

DATE: September 4, 2024

RE: Planning Committee Meeting – September 9, 2024

A meeting of the Planning Committee of the Portland Water District Board of Trustees will be held on Monday, September 9, 2024, at 5:30 p.m., at the Ecology Center of the District, 1 White Rock Rd., Standish, Maine.

AGENDA

1. Water Resources Projects and Initiatives Updates

Staff will provide updates on the following:

- Activity at the Rt. 35 Overlook parking area and the town's response
- The new floating signs impact
- Status of the Sebago Lake Village stormwater project
- Update on MDOT's Mountain Division trail planning

2. Other Business