AGENDA
ANNUAL MEETING OF THE BOARD OF TRUSTEES
PORTLAND WATER DISTRICT
225 Douglass Street, Portland, Maine
Jeff P. Nixon Training Center
6:00 p.m., Monday, March 25, 2019

1. Convene Meeting with Pledge of Allegiance and moment of silence.  
   President Lunt

2. Roll Call  
   Clerk

3. Election of Officers for 2019-2020  
   ▪ President  
   ▪ Vice President  
   ▪ Treasurer  
   ▪ Clerk  
   Clerk

President for 2019-2020 assumes Chair

   President

5. Invitation for Public Comment  
   President

6. Reports:  
   ▪ Operations Committee Reports  
     Trustee Siviski
   ▪ Planning Committee Reports  
     Trustee Levinsky
   ▪ Administration & Finance Committee Reports  
     Trustee Willey
   ▪ General Manager’s Report  
     General Manager

7. New Business

A. Public Hearing regarding amendments to two existing bonds.  
   Administration & Finance Committee

B. Resolution 19-004 authorizing an amendment to the $2.5 million bond issued to finance the upgrade of the Fore River Pump Station in Portland.  
   Administration & Finance Committee

C. Resolution 19-005 authorizing an amendment to the $2.2 million bond issued to finance the upgrade of the Dana Court Pump Station in Westbrook.  
   Administration & Finance Committee

D. Order 19-012 authorizing the final rate schedule for the water rate increase.  
   Administration & Finance Committee

E. Resolution 19-006 accepting the revisions to the District’s Terms and Conditions.  
   Administration & Finance Committee

Over
F. **Order 19-013** authorizing a professional services contract with Tighe & Bond for the East End WWTF Secondary Clarifiers and Return Activated Sludge Piping Project.  
Operations Committee

G. **Order 19-014** authorizing actions related to the HVAC Upgrade Project for the East End WWTF Dewatering Areas and the Cape Elizabeth WWTF Headworks Area.  
Operations Committee

H. **Order 19-015** authorizing the General Manager to execute a purchase and sale agreement for property located at 25 Dog Leg Road in Standish.  
Planning Committee

I. **Order 19-016** authorizing the General Manager to execute a purchase and sale agreement for the sale of an easement to CMP.  
Planning Committee

8. **Executive Session.** A motion may be made to go into Executive Session at any time during the meeting to discuss, pursuant to 1 M.R.S. §405(6)(A) personnel, 1 M.R.S. §405(6)(C) real estate, 1 M.R.S. §405 (6)(D) labor negotiations, or 1 M.R.S. §405(6)(E) legal matters.  
President

9. **Other Business.** An item may be added to this agenda provided seven trustees vote to waive the rule regarding agendas.  
President

10. **Second Invitation for Public Comment.**  
President

11. **Trustee Comments.**  
President

12. **Adjournment.**  
President

Donna M. Katsiaficas  
Clerk
Portland Water District
Board of Trustees Regular Meeting
March 25, 2019

New Business

Agenda Items 7A-7I
BOARD OF TRUSTEES / AGENDA ITEM SUMMARY

Agenda Item: 7A-7B Resolution 19-004
Date of Meeting: March 25, 2019
Subject: Fore River Pump Station Financing Options
Presented By: David Kane, Director of Administration

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

RESOLVED, Resolution 18-016 is hereby amended to authorize the issuance of up to $3,500,000 in Sewer Bonds to finance the upgrade of the Fore River Pump Station located in Portland. The full form of the Resolution attached hereto is hereby approved and shall be attached to and incorporated as part of the minutes of this meeting.

BACKGROUND ANALYSIS
At the February 25, 2019 meeting, the Board authorized the increase of the Fore River Pump Station project to $3.5 million, which is $1.0 million higher than the bond previously authorized at the December 17, 2018 Board meeting. The proposed motion amends the December 2018 order to fully finance the project through the Clean Water State Revolving Loan Fund (CWSRF). The current CWSRF interest rate is 1% and the anticipated debt service payment is $220,500.

Alternatively, the project could be partially or wholly financed by a withdrawal from Portland’s Renewal and Replacement fund, which has an estimated $4.1 million balance.

LEGAL REVIEW
Corporate Counsel has reviewed the proposed Resolution as to form.

CONCLUSION(S)
The Committee voted to forward to the full Board for their consideration.

ATTACHMENT(S)
A. Full Form of Motion – Portland $3,500,000 Bond Authorization
B. $2.5M Bond Amortization Schedule
C. $3.5M Bond Amortization Schedule
WHEREAS, on December 17, 2018, the Trustees of the Portland Water District adopted Resolution 18-016 authorizing, among other things, the District’s sewer bonds in an amount of up to $2,500,000 to finance pump station upgrades at the Fore River Pump Station in Portland (the “Project”); and

WHEREAS, the District has determined that the costs of the Project will exceed the amounts previously authorized by an additional $1,000,000;

WHEREAS, the District desires to amend Resolution 18-016 and authorize $1,000,000 of additional sewer bonds and notes in anticipation thereof (the “Additional Bonds”), for a total authorized amount of $3,500,000, to finance the estimated additional costs of the Project;

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Trustees of the Portland Water District Assembled, following a public hearing duly called, noticed and held under District Policy No. 6.50-15:

1. That the first resolve in the form of the resolution approved by Resolution 18-016 relating to the Project is amended and replaced in its entirety to read as follows:

   “Pursuant to the District’s Charter, Chapter 84 of the Private and Special Laws of 1975 and all amendments thereof and acts additional thereto enabling, there is hereby authorized and approved the issuance of the District’s sewer bonds in an aggregate principal amount not to exceed $3,500,000, the proceeds of which are appropriated for and shall be used to finance the Costs of the Project (the “Bonds”).”

2. That all references in Resolution 18-016 to the authorized amount of $2,500,000 be and hereby are amended and replaced to be $3,500,000.

3. That in all other respects, Resolution 18-016 is hereby ratified and confirmed as if more specifically set forth herein.

4. That this amendment to Resolution 18-016 shall constitute the District’s declaration of official intent for the Additional Bonds pursuant to the requirements of Treasury Regulations § 1.150-2.

Dated: March 25, 2019
Maine Municipal Bond Bank’s Estimate of Borrowing Prepared via www.mmbb.com on December 3, 2018

<table>
<thead>
<tr>
<th>DATE</th>
<th>PRINCIPAL</th>
<th>PRINCIPAL FORGIVENESS</th>
<th>RATE</th>
<th>INTEREST</th>
<th>MMBB FEE</th>
<th>DEP ADMIN FEE</th>
<th>TOTAL</th>
<th>ANNUAL DEBT SERVICE</th>
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<td>41,437.60</td>
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<td>1.00%</td>
<td>12,500.00</td>
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<td>41,437.60</td>
</tr>
<tr>
<td>04/01/2019</td>
<td>125,000.00</td>
<td></td>
<td>1.00%</td>
<td>12,500.00</td>
<td>1.50</td>
<td>12,500.00</td>
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<td>41,437.60</td>
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<tr>
<td>04/01/2019</td>
<td>125,000.00</td>
<td></td>
<td>1.00%</td>
<td>12,500.00</td>
<td>1.50</td>
<td>12,500.00</td>
<td>262,500.00</td>
<td>41,437.60</td>
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Attachment C

Maine Municipal Bond Bank’s Estimate of Borrowing Prepared via www.mmbb.com on March 1, 2019

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<tr>
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<tr>
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<tr>
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<td>12 10/01/2025</td>
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<tr>
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<td>14 10/01/2026</td>
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<tr>
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<tr>
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<td>26 10/01/2032</td>
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<tr>
<td>27 04/01/2033</td>
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<td>28 10/01/2033</td>
<td>16,625.00</td>
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<tr>
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<td>16,625.00</td>
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<tr>
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<tr>
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<td>40 10/01/2039</td>
<td>16,625.00</td>
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</table>
BOARD OF TRUSTEES / AGENDA ITEM SUMMARY

Agenda Item: 7C Resolution 19-005
Date of Meeting: March 25, 2019
Subject: Westbrook Bond
Presented By: David Kane, Director of Administration

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

RESOLVED, Resolution 18-002, which authorized the issuance of a $2.2 million bond to finance the upgrade of the Dana Court Pump Station, is hereby amended to expand the scope of the original project to be financed to include the upgrade of the aeration system at the Westbrook Regional Wastewater Treatment Plant. The full form of the Resolution attached hereto is hereby approved and shall be attached to and incorporated as part of the minutes of this meeting.

BACKGROUND ANALYSIS
The District issued a $2.2 million bond to finance the Westbrook Dana Court Pump Station upgrade through the Clean Water State Revolving Loan fund. It is anticipated that the actual cost of the project will be up to $150,000 less than the bond. It is proposed to use any remaining bond proceeds to partially finance the costs related to the Aeration System upgrade at the Westbrook Regional Wastewater Treatment Plant.

FISCAL REVIEW / FUNDING
The $2.2 million bond was included in the 2019 budget. By reallocating the unspent proceeds, the future bond related to the aeration system upgrade will be reduced.

LEGAL REVIEW
Corporate Counsel has reviewed the proposed Resolution as to form.

CONCLUSION(S)
Staff recommends the motion be approved. The Committee voted to forward to the full Board for their consideration.

ATTACHMENTS
A. Full Form of Motion
PORTLAND WATER DISTRICT
BOARD OF TRUSTEES
AMENDMENT TO RESOLUTION 18-002

WHEREAS, on February 26, 2018, the Trustees of the Portland Water District adopted Resolution 18-002 authorizing, among other things, the District’s sewer bonds in an amount of up to $2,200,000 to finance pump station upgrades at the Dana Court Pump Station in Westbrook (the “Original Project”); and

WHEREAS, pursuant to Resolution 18-002, on August 31, 2018, the District issued its $2.2 million sewer bonds (the “Prior Bonds”) to finance the costs of the Original Project; and

WHEREAS, the Original Project is now expected to come in under budget leaving unspent bond proceeds of approximately $150,000 and the District desires to amend Resolution 18-002 to extend the scope of the Original Project to include preliminary engineering for Aeration and related treatment systems upgrades and improvements at the Westbrook Regional Wastewater Treatment facility;

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Trustees of the Portland Water District Assembled, following a public hearing duly called, noticed and held under District Policy No. 6.50-15:

1. That the description of the Original Project in the form of the resolution approved by Resolution 18-002 relating to the Original Project be and hereby is amended to include the costs to finance preliminary engineering for upgrades and improvements to the Westbrook Regional Wastewater Treatment facility (the “Additional Project”), which Additional Project is expected to cost approximately $750,000, to be financed in part with the unspent proceeds of the Prior Bonds and in part with additional sewer bonds expected to be authorized and issued by the District.

2. In all other respects, Resolution 18-002 is hereby ratified and confirmed as if more specifically set forth herein.

Dated: March 25, 2019
RECOMMENDATION

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

ORDERED, that the final rate schedule for the water rate increase, attached hereto and incorporated herein by reference, is hereby approved.

BACKGROUND

In January 2019, the Board of Trustees requested staff to prepare a rate filing supporting a 4.4% rate adjustment. The filing includes a rate increase differential between residential and commercial/industrial rates resulting in an increase of residential customer rates by 4.0% and commercial customers by 5.9%. Fire protection charges increase by 4.4%.

Pursuant to Board rules, a public hearing was held on March 11, 2019. All 52,000 customers received notification of the rate adjustment. Three written comments were received (see Attachment B) and no members of the public made comments at the public hearing.
FISCAL REVIEW / FUNDING
The 4.4% rate adjustment is projected to increase water revenue by $1,052,079 in total. With the rate adjustment, 2019 revenues are expected to meet the projected expenses.

### Income Statement

<table>
<thead>
<tr>
<th></th>
<th>2018 Actual</th>
<th>2019 W/O Adjustment</th>
<th>2019 W/ Adjustment</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>$ 24.1</td>
<td>$ 24.1</td>
<td>$ 25.2</td>
<td>$ 26.2</td>
<td>$ 27.8</td>
</tr>
<tr>
<td>Expenses</td>
<td>$ 23.1</td>
<td>$ 25.1</td>
<td>$ 25.1</td>
<td>$ 25.9</td>
<td>$ 27.5</td>
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<tr>
<td>Net Income</td>
<td>$ 1.0</td>
<td>$(1.0)</td>
<td>$ 0.1</td>
<td>$ 0.3</td>
<td>$ 0.3</td>
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<tr>
<td>Allowable Annual Contingency</td>
<td>$ 1.2</td>
<td>$ 1.3</td>
<td>$ 1.3</td>
<td>$ 1.3</td>
<td>$ 1.4</td>
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<tr>
<td></td>
<td>$(0.2)</td>
<td>$(2.3)</td>
<td>$(1.2)</td>
<td>$(1.0)</td>
<td>$(1.1)</td>
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</table>

### Contingency Balance

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<tr>
<th></th>
<th>2018</th>
<th>2019 W/O</th>
<th>2019 W/</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance 1/1/2019</td>
<td>$ 6.9</td>
<td>27%</td>
<td>24%</td>
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<tr>
<td>Target</td>
<td>$ 5.9</td>
<td>24%</td>
<td>(Three months of expenses)</td>
</tr>
<tr>
<td>Below Target</td>
<td>$ 1.0</td>
<td>4%</td>
<td></td>
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</table>

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

ATTACHMENT(S)
A. Proposed Rate Schedule
B. Customer Comments
PORTLAND WATER DISTRICT

SCHEDULE OF RATES

Effective date:
May 1, 2019  PWD Board of Trustees Order 19-XXX on March 25, 2019

____________________________________
Treasurer
RATES FOR WATER TO METERED CUSTOMERS

Member Rate - Applies to Cape Elizabeth, Cumberland, Falmouth, Gorham, Portland, Raymond, Scarborough, South Portland, Westbrook and Windham

MONTHLY RATES:

<table>
<thead>
<tr>
<th>For the first</th>
<th>100 cubic feet</th>
<th>included in minimum charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>For the next</td>
<td>2,900 cubic feet</td>
<td>2.44 per 100 cubic feet</td>
</tr>
<tr>
<td>For the next</td>
<td>7,000 cubic feet</td>
<td>2.13 per 100 cubic feet</td>
</tr>
<tr>
<td>For the next</td>
<td>40,000 cubic feet</td>
<td>1.88 per 100 cubic feet</td>
</tr>
<tr>
<td>In excess of</td>
<td>50,000 cubic feet</td>
<td>1.06 per 100 cubic feet</td>
</tr>
</tbody>
</table>

SEASONAL RATES:

See meter size for the allowance included in the minimum charge

| Excess up to | 90,000 cubic feet | 2.44 per 100 cubic feet |
| In excess of | 90,000 cubic feet | 1.88 per 100 cubic feet |

MINIMUM CHARGES:

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Minimum Charge</th>
<th>Allowance Cubic Feet</th>
<th>Surface Mains Min. Charge</th>
<th>Deep Mains Min. Charge</th>
<th>Allowance Cubic Feet</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$ 279.02</td>
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<td>385.82</td>
<td>9,000</td>
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<td>1 1/2</td>
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<td>100</td>
<td>657.68</td>
<td>613.50</td>
<td>18,000</td>
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<td>2</td>
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<td>100</td>
<td>930.89</td>
<td>886.71</td>
<td>28,800</td>
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<td>100</td>
<td>1,659.46</td>
<td>1,615.28</td>
<td>57,600</td>
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<td>2.44</td>
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</tr>
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Monthly Rates minimums are prorated to exact day in first and last month of service.
Monthly rate customer on temporary water lines may not be billed for up to first 15 HCF.

Effective date: May 1, 2019

Treasurer
PORTLAND WATER DISTRICT

RATES FOR WATER TO METERED CUSTOMERS

Nonmember Rate - Applies to Standish and Yarmouth

MONTHLY RATES:

For the first 100 cubic feet included in minimum charge
For the next 2,900 cubic feet 2.81 per 100 cubic feet I
For the next 7,000 cubic feet 2.47 per 100 cubic feet I
For the next 40,000 cubic feet 2.14 per 100 cubic feet I
In excess of 50,000 cubic feet 1.20 per 100 cubic feet I

SEASONAL RATES:

See meter size for the allowance included in the minimum charge
Excess up 90,000 cubic feet 2.81 per 100 cubic feet I
In excess of 90,000 cubic feet 2.14 per 100 cubic feet I

MINIMUM CHARGES:

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Minimum Charge</th>
<th>Allowance Cubic Feet</th>
<th>Surface Mains Min. Charge</th>
<th>Deep Mains Min. Charge</th>
<th>Allowance Cubic Feet</th>
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<tr>
<td>5/8</td>
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<td>$270.07</td>
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<td>415.94</td>
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<tr>
<td>Low Income</td>
<td>$2.81</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Monthly Rates minimums are prorated to exact day in first and last month of service.
Monthly rate customer on temporary water lines may not be billed for up to first 15 HCF.

Effective date: May 1, 2019

Treasurer
MUNICIPAL FIRE SERVICE

There shall be paid monthly to the District by the municipalities an annual fire protection charge as follows:

<table>
<thead>
<tr>
<th>MUNICIPALITY</th>
<th>ANNUAL CHARGE</th>
<th>MONTHLY CHARGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Portland</td>
<td>$ 395,820</td>
<td>$ 32,985</td>
</tr>
<tr>
<td>South Portland</td>
<td>179,472</td>
<td>14,956</td>
</tr>
<tr>
<td>Westbrook</td>
<td>146,676</td>
<td>12,223</td>
</tr>
<tr>
<td>Cape Elizabeth</td>
<td>96,468</td>
<td>8,039</td>
</tr>
<tr>
<td>Falmouth</td>
<td>128,304</td>
<td>10,692</td>
</tr>
<tr>
<td>Cumberland</td>
<td>78,924</td>
<td>6,577</td>
</tr>
<tr>
<td>Raymond</td>
<td>6,672</td>
<td>556</td>
</tr>
<tr>
<td>Scarborough</td>
<td>179,220</td>
<td>14,935</td>
</tr>
<tr>
<td>Gorham</td>
<td>88,944</td>
<td>7,412</td>
</tr>
<tr>
<td>Windham</td>
<td>108,408</td>
<td>9,034</td>
</tr>
<tr>
<td>Standish</td>
<td>52,776</td>
<td>4,398</td>
</tr>
</tbody>
</table>

Total: $1,461,684

Rates for hydrants installed on or after the effective date shall be determined in accordance with Public Utilities Commission Rules and Regulations Chapter 690 as amended in Docket Number: 87-203.

There shall be no reduction in fire protection charges for fire hydrants removed.

Effective date: May 1, 2019

Treasurer
PRIVATE FIRE SERVICE

For each private fire service connected to the District system there shall be paid to the District an annual fire protection charge as follows:

<table>
<thead>
<tr>
<th>SIZE OF CONNECTION</th>
<th>MEMBERS</th>
<th>NONMEMBERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2”</td>
<td>$ 3.91</td>
<td>$ 4.49</td>
</tr>
<tr>
<td>3”</td>
<td>8.74</td>
<td>10.04</td>
</tr>
<tr>
<td>4”</td>
<td>15.59</td>
<td>17.93</td>
</tr>
<tr>
<td>6”</td>
<td>37.27</td>
<td>42.85</td>
</tr>
<tr>
<td>8”</td>
<td>62.40</td>
<td>71.73</td>
</tr>
<tr>
<td>10”</td>
<td>97.47</td>
<td>112.16</td>
</tr>
<tr>
<td>12”</td>
<td>140.35</td>
<td>161.41</td>
</tr>
<tr>
<td>16”</td>
<td>249.51</td>
<td>286.95</td>
</tr>
</tbody>
</table>

In cases where fire protection systems are supplied with water through metered connections, the quantity of water used for emergency extinguishment of fires will be estimated upon notification and deducted from the quantity registered by the meter before billing.

Monthly Charges are prorated to exact day in first and last month of service.

Effective date: May 1, 2019

_________________________________________
Treasurer
## Customer Comments on Rate Adjustment

<table>
<thead>
<tr>
<th>Name</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phyllis Guevin</td>
<td>Concerned about increase to household on fixed income. Have implemented water conservation efforts but water/sewer/stormwater continues to go up. Request consideration for a lower rate for customer using less water or who have been on the system for a long time. Noted the evening meeting is not convenient for her and wondering if an afternoon meeting be considered.</td>
</tr>
<tr>
<td>Portland 128725-01</td>
<td></td>
</tr>
<tr>
<td>Kathleen McInerney</td>
<td>Requested a history of water rate adjustment over the past 10 years.</td>
</tr>
<tr>
<td>Portland 143969-02</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:ayiasophia@aol.com">ayiasophia@aol.com</a></td>
<td>Thought the 4.4% revenue increase was misleading and that customers would assume it meant a 4.4% RATE increase on residential bills. She was not upset about the increase she just thought we could communicate it better.</td>
</tr>
</tbody>
</table>
RECOMMENDATION
The following proposed language is presented for Board of Trustee approval:

RESOLVED, the revisions to the District’s Terms and Conditions of water service related to the disconnection process for overdue receivables, attached hereto as Exhibit A, are hereby adopted with an effective date of May 1, 2019.

BACKGROUND ANALYSIS.
Currently, the disconnection process for overdue receivable balance is triggered when an account is greater than 50 days old and greater than a certain amount based on the type of account. For water only accounts, the outstanding balance has to be greater than $100. For water and sewer accounts, the outstanding balance has to be greater than $200. To facilitate the change to the new billing system, a single outstanding balance of greater than $100 is recommended.

A review of the collection activity was done for a month (see Attachment B). The review compared the actual number of disconnection notices and postings that would have been generated at varying levels of dollar delinquency. At the recommended $100, the number of additional disconnection notices and postings that would have been sent were 855 and 117, respectively. Staff estimates that after the change is implemented for several months, customers will modify their payment practices, resulting in the number of letters and postings decreasing back down to the current level.

FISCAL REVIEW / FUNDING
The 855 additional disconnection notices would cost approximately $475. The additional posting notices may generate up to 25 hours of additional work. After several months, it is anticipated the impact will be reduced to a minimal increase over current costs.

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

CONCLUSION(S)
Staff recommends the proposed motion be approved. The Committee voted to forward to the full Board for their consideration.
ATTACHMENTS
A. Proposed Terms & Condition Change
B. Impact of changing the dunning dollar threshold to number of disconnection and posting notices
34) DISCONNECTION PROCESS FOR OVERDUE COMBINED WATER AND MUNICIPAL SEWER BALANCES

34-A) 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.

34-B) 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.

34-C) 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.

34-D) 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.

34-E) 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.
<table>
<thead>
<tr>
<th>Stream</th>
<th>W</th>
<th>WX</th>
<th>WY</th>
<th>WS</th>
<th>WSX</th>
<th>WSY</th>
<th>at $51/$101</th>
<th>at $75/$101</th>
<th>at $75/$125</th>
<th>at $51/$125</th>
<th>All $101</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cycle 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Active</td>
<td>7</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>144</td>
<td>103</td>
</tr>
<tr>
<td>Online</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>64</td>
<td>45</td>
</tr>
<tr>
<td>Additional Posting 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>4</td>
<td>52</td>
<td>26</td>
<td>56</td>
</tr>
<tr>
<td><strong>Cycle 2</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Active</td>
<td>5</td>
<td>2</td>
<td>0</td>
<td>0</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>228</td>
<td>160</td>
</tr>
<tr>
<td>Online</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>110</td>
<td>86</td>
</tr>
<tr>
<td>Additional Posting 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>33</td>
<td>28</td>
<td>33</td>
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<tr>
<td><strong>Cycle 3</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Active</td>
<td>96</td>
<td>40</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>99</td>
<td>32</td>
</tr>
<tr>
<td>Online</td>
<td>33</td>
<td>12</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>29</td>
<td>19</td>
</tr>
<tr>
<td>Additional Posting 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td><strong>Cycle 4</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Active</td>
<td>154</td>
<td>75</td>
<td>0</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>3</td>
<td>2</td>
<td>0</td>
<td>129</td>
<td>89</td>
</tr>
<tr>
<td>Online</td>
<td>51</td>
<td>29</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>51</td>
<td>37</td>
</tr>
<tr>
<td>Additional Posting 4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>1</td>
<td>0</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>non-post notices</td>
<td>349</td>
<td>163</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>854</td>
<td>571</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Posting Impact</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>1</td>
<td>0</td>
<td>5</td>
<td>4</td>
</tr>
</tbody>
</table>

Ran Cycle 3 one week later, therefore numbers reflect lower counts based on people paying. In effect it shows power of letter.
BOARD OF TRUSTEES / AGENDA ITEM SUMMARY

Agenda Item: 7F Order 19-013
Date of Meeting: March 25, 2019
Subject: East End WWTF Secondary Clarifier and Return Activated Sludge Piping Assessment Project – Professional Services Contract Selection
Presented By: Gordon Johnson, Engineering Services Manager

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

ORDERED, a professional services contract with Tighe & Bond in the amount of $55,000 is hereby authorized for engineering assessment services for the East End WWTF Secondary Clarifiers and Return Activated Sludge (RAS) Piping (CIP 2016-409/2545, 2016-409/2557); and that the General Manager and the Treasurer, each acting singly, are authorized to take such steps as may be necessary to accomplish the intent of the vote.

BACKGROUND ANALYSIS
The proposed effort will provide a condition assessment of the secondary clarifiers and RAS piping, make recommendations regarding remaining asset life and potential future upgrades, and provide cost opinions for each recommendation. The project will evaluate alternatives for enhancing RAS distribution between the three treatment trains.

One proposal was received from Tighe & Bond. The three additional qualified engineering firms invited to respond to the RFP, declined to propose. Those firms that declined to propose informed staff that the firms were currently experiencing workload challenges, were prioritizing projects, and unfortunately the assessment project didn’t align with their plans.

Tighe & Bond is a qualified team that proposed methods for condition assessment, alternatives evaluation, and development of budgetary level costs in accordance with the project scope. Staff therefore recommends award to Tighe & Bond for an amount of $55,000.

As approved by Board Order 17-028 on October 23, 2017, the phased method for procuring engineering services will be used for this project, meaning that future phases of the work will be procured independently from this procurement.
**Project #:** 2016 CIP, Subprogram 409 project #2545 (Return Activated Sludge System Evaluation) and Subprogram 409 project #2557 (Secondary Clarifier Condition Assessment).

**FISCAL REVIEW/FUNDING**
This project includes phased engineering services for the East End WWTF Secondary Clarifiers and Return Activated Sludge Piping Project. Depending on the results of the assessment, the cost will either be included in the construction bond in a future year or be included as a Portland Wastewater operating expense.

**LEGAL REVIEW**
Corporate Counsel has reviewed the proposed order as to form.

**CONCLUSION(S)**
Staff recommends awarding the contract for engineering assessment services for the East End WWTF Secondary Clarifiers and Return Activated Sludge Piping assessment project to Tighe & Bond. It was recommended to forward to the full Board for their consideration.

**ATTACHMENT(S)**
SUPPORTING INFORMATION
SUPPORTING INFORMATION

The proposed effort will provide a thorough assessment of the secondary clarifier system infrastructure. The full secondary clarifier system assessment will provide the District with a tool to accurately prepare scopes and budgets for long term capital planning at the EEWWTF. Alternatives will be considered to improve the secondary clarification process with respect to reliable mechanism operation and drive monitoring and alarming.

In recent years the District has performed several structural repairs to the secondary clarifier mechanisms structural support frame and to the beaching plate supports. The existing drive assemblies are equipped with overtorque protection devices. Plant staff currently have the alarm limit set as low as they ever had been previously to attempt to protect the mechanisms as much as practicable.

Each clarifier conveys RAS to the activated sludge pump gallery through separate 18-inch diameter ductile iron pipe. The RAS pumps in the gallery discharge to two 18-inch diameter RAS pipes that run through the piping tunnel with valves and discharge points to control RAS flow to individual aeration zones. This design feature is not actively used and the RAS is discharged to the beginning of each aeration basin. The return activated sludge piping is original to the EEWWTF.

The existing RAS piping configuration doesn’t allow the RAS from all three clarifiers to mix prior to the aeration basins, thereby resulting in Train 3 running as a separate activated sludge system from Trains 1 and 2 requiring the EEWWTF to operate as essentially three different plants.

Alternatives will be analyzed to provide the best recommendations that accomplish PWD’s primary goals: (1) Secondary clarification process reliability (2) Cost effective and operator friendly scum removal (3) Return activated sludge flow split improvement (4) Operational flexibility (5) Maximum design life (6) High value, reasonable cost solutions. The project will produce a report that summarizes the assessments and analysis, recommends improvements, and provides budgetary cost estimates for the recommendations.

Four qualified engineering firms were invited to respond to the RFP: Hazen, Tighe & Bond, Woodard & Curran, and Hoyle Tanner. One firm responded: Tighe & Bond. A selection team of five PWD staff including representation from Wastewater Operations and AMaP was assembled to review the proposal. The selection committee conducted a review of the proposal and held meetings to discuss the proposal.

Each selection team member reviewed the proposals based on the two non-fee categories identified in the RFP; Methods & Approach (35%) and Qualifications & Experience (35%). The review focused on evaluating the proposal to identify areas of concern or weakness that would suggest the proposer did not fully understand or could not meet the scope requirements.

Since only one proposal was received the typical ranking process was not applicable to the review. However, each team member provided a ranking to maintain process conformity. Team members also wrote comments. The comments were general and did not identify concern about Tighe & Bond’s qualifications, approach, or ability to successfully complete this project.
Following the team review, the lump sum fee was opened. It was added to the overall ranking of the proposals (at 30%), again to maintain process conformity. The fee was reviewed to ensure it did not exceed the project budget of $55,000. The total of 100 represents a perfect score and the lowest fee. Tighe & Bond scored 100 by default as they were the sole bidder.

Key factors that led to recommendation of the Tighe & Bond team include the following:
- Various examples were presented and discussed for each project area demonstrating an understanding of the project and the existing operational challenges;
- Strong emphasis on the need for developing recommendations that fit budget expectations;
- Team make-up that leverages a depth of experience;

The following table summarizes the results of the selection committee’s evaluation of each respondent, including a scoring breakdown:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Tighe &amp; Bond</th>
<th>Hoyle Tanner</th>
<th>Hazen</th>
<th>Woodard &amp; Curran</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Methods &amp; Approach</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weight - 35%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Best Score = 35)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Methods Score</td>
<td>35</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Qualifications &amp; Experience</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weight - 35%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Best Score = 35)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualifications Score</td>
<td>35</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weight - 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Best Score = 30)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lump Sum Fee</td>
<td>$55,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(through Final Design and Bidding)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fee Score</td>
<td>30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Score</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rank</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

As a result of the review, the team recommends award to Tighe & Bond for an amount of $55,000 for completion of East End WWTF Secondary Clarifiers and Return Activated Sludge Piping Assessment.

As approved by Board Order 17-028 on October 23, 2017, the phased method for procuring engineering services will be used for this project, meaning that future phases of the work will be procured independently from this procurement.
Agenda Item: 7G Order 19-014
Date of Meeting: March 25, 2019
Subject: HVAC Upgrade Project - East End WWTF Dewatering Areas and Cape Elizabeth WWTF Headworks Area – Construction Services
Presented By: Gordon Johnson, Engineering Services Manager

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

WHEREAS; the Board authorized the comprehensive method for engineering services for the Project in September 2017 (CEWWTF portion), January 2018 (EEWWTF portion); and

WHEREAS; the Board authorized a service contract with Triple Point Engineering in July 2018 for the Project (HVAC Upgrade Project for both – EEWWTF Dewatering Area (CIP 2018-2705) and CEWWTF Headworks (CIP 2018-2571)),

ORDERED; the General Manager is hereby authorized to execute a service contract amendment with Triple Point Engineering, in the amount of $23,000 for construction services for the Project; and

BE IT FURTHER ORDERED, a construction contract with Patriot Mechanical, LLC is hereby authorized, in the amount of $589,638 for the Project; and

BE IT FURTHER ORDERED, that a total budget for projects combined is hereby authorized, not to exceed $700,000; and that the General Manager, and the Treasurer, each acting singly, are authorized to take such steps as may be necessary to accomplish the intent of the vote.

BACKGROUND ANALYSIS
The HVAC Upgrade Project includes work at two wastewater treatment facilities: the East End WWTF in Portland and the Cape Elizabeth WWTF in Cape Elizabeth. The EEWWTF portion includes upgrades to the ventilation systems in the dewatering and chemical storage areas and removal of interconnections to the sludge cake garage which is served by the odor control system. The Cape Elizabeth upgrades include ventilation and heating for the Cape Elizabeth WWTF headworks area.
As approved by Board resolution, the comprehensive method for procuring engineering services was approved for use on this Project, allowing the same firm to be utilized for preliminary and final design as well as construction services. A contract for design services with Triple Point Engineering was approved by Board resolution in July 2018.

The design was completed in January 2019. The Project received design review approval from the Maine State Revolving Fund and was put out to public bid on January 28, 2019. Bids were received from three General Contractors on February 22, 2019:

<table>
<thead>
<tr>
<th>No.</th>
<th>Contractor</th>
<th>Base Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Damon Mechanical</td>
<td>$816,200</td>
</tr>
<tr>
<td>2</td>
<td>Johnson &amp; Jordan</td>
<td>$894,660</td>
</tr>
<tr>
<td>3</td>
<td>Patriot Mechanical</td>
<td>$589,638</td>
</tr>
</tbody>
</table>

Triple Point Engineering performed a due diligence review and has determined that Patriot Mechanical has the qualifications and resources to complete the Project. Triple Point Engineering recommends that Patriot Mechanical be considered the low responsive and responsible bidder and awarded the contract. The construction engineering services provided under the professional services amendment is $23,000.

The following Project budget is proposed:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Board Approval</th>
</tr>
</thead>
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<td>Detailed Design and Bidding</td>
<td>$69,100</td>
<td>CIP 2017 –418/2570; CIP 2018 – 21/2705 July 2018</td>
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<tr>
<td>Construction Phase Engineering Services</td>
<td>$23,000</td>
<td>CIP 2018 – 21/2705 CIP 2018 – 418/2571 March 2019 (Proposed)</td>
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<tr>
<td>Construction</td>
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<td></td>
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<tr>
<td>Project Contingency</td>
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<td><strong>Project Total</strong></td>
<td><strong>$ 700,000</strong></td>
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Project #: CIP 2018 – Subprogram 409, #2705; CIP 2018 – Subprogram 424, #2571

FISCAL REVIEW/FUNDING
This project is the construction of the Cape Elizabeth WWTF Headworks Heating and Ventilation Design Project and the East End WWTF Dewatering Areas Ventilation Upgrades and will have an estimated operating fund impact of $16,000 and $25,000 for Cape Elizabeth and Portland, respectively. The project is expected to be financed through the Maine SRF program and bonding has been approved through Board authorization 18-002 (February 26, 2018). Bonding has also been approved by the Maine Municipal Bond Bank.

LEGAL REVIEW
Corporate Counsel has reviewed the proposed order as to form.

CONCLUSION(S)
Staff recommends awarding the contract to the lowest responsive and responsible bidder for the project, Patriot Mechanical, LLC and amendment of the professional services contract with Triple Point Engineering to reflect the provision of construction services for the Cape Elizabeth WWTF Headworks Heating and Ventilation Design Project and the East End WWTF Dewatering Areas Ventilation Upgrades. It was recommended to forward to the full Board for their consideration.

ATTACHMENT(S)
None
Agenda Item: 7H Order 19-015  
Date of Meeting: March 25, 2019  
Subject: 25 Dog Leg Road - Standish  
Presented By: Norman Twaddel, Right of Way Agent

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

ORDERED, that the General Manager is authorized to execute a purchase and sale agreement for the purchase of property located at 25 Dog Leg Road in Standish for $277,500, and further to authorize the General Manager and the Treasurer, each acting singly, to execute any documents as may be necessary to implement the intent of this vote.

BACKGROUND ANALYSIS
Staff has been working with Craig Stevens Esq. who represents the estate of Eleanor Webb, to purchase the land and cottage at 25 Dog Leg Road in Standish. The property was appraised by the District’s appraiser in 2018 at $255,000. The District’s original bid for the property was $255,000. Mr. Stevens received subsequent bids from other parties above the District’s bid. After discussion with the Planning Committee last month, staff submitted a bid of $277,500 for purchase of the property, subject to Board of Trustee approval, which was accepted by Mr. Stevens.

The Webb property contains 0.5 acres with 105 feet of frontage. The seasonal cottage contains 578 square feet. If purchased, staff would plan to remove or demolish the cottage and restore the land back to forested land.

The District’s most recent purchase, in 2017, was a nearby year round home containing about 3,000 square feet from Dale Messenger for $425,000, which included a life estate for Mr. Messenger. This property contained 0.4 acres of land and 100 feet of lake frontage.

The price of land purchases made by the District prior to 2017 within the two-mile limit had purchase prices in line with the proposed purchase price for the Webb property.
**FISCAL REVIEW / FUNDING**
Funding will come from the Watershed Land Fund. The Treasurer has confirmed that there are adequate funds in the account for the purchase. Current balance of the fund is $3 million.

**LEGAL REVIEW:**
Corporate Counsel has reviewed the offer and upon approval, will review and approve a Purchase and Sale Agreement prepared by legal counsel for the Estate.

**CONCLUSION(S)**
The purchase of this property would leave seven remaining properties on the Priority 1 Purchase List. Staff recommends that this purchase be approved. The Committee voted unanimously to forward to the full Board for their consideration.

**ATTACHMENTS**
Map of the parcel
BOARD OF TRUSTEES / AGENDA ITEM SUMMARY

Agenda Item: 7I Order 19-016
Date of Meeting: March 25, 2019
Subject: Sale of an Easement to CMP
Presented By: Chris Crovo, Director of Asset Management and Planning
             Donna Katsiaficas, Corporate Counsel

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

ORDERED, the General Manager is authorized to execute a Purchase and Sale Agreement in substantial form as attached hereto, with Central Maine Power Company for the sale of an easement located on PWD property along Marginal Way for use as a substation; and

BE IT FURTHER ORDERED, that the General Manager and the Treasurer, each acting singly, are authorized to take such other steps as may be necessary to accomplish the intent of this vote.

BACKGROUND ANALYSIS
In 2017, the Electrical Master Plan for the four Wastewater Treatment Plants was completed. This was a comprehensive evaluation of the electrical distribution systems of each plant. At the East End Facility, a combined Pump Station and Plant backup generator along with distribution system improvements was identified as a Phase 1 recommendation. The estimated cost for this project (CIP #3010) was $3,950,000 and was on schedule to be constructed by year-end 2019. In the fall of 2018, the District was approach by Central Maine Power to gauge our interest in providing them land at the East End Plant to site a transmission and distribution substation near the entrance to the plant. The location and property required by CMP happen to be in the same location as the District’s planned generator project. CMP staff noted that the City of Portland staff recommended this as their preferred location for a new substation on the peninsula. District Staff and Engineering Consultant met with CMP technical staff over the last few months and determined that this project would easily replace the need to install the 1.5 Mega Watt Generator as recommended in the Master Plan. Along with saving the District approximately $2,000,000 by not having to install a large backup generator, a substation will also provide two redundant distribution feeds and upsized electrical service for future needs. These two added features will avoid the District paying for a larger electrical service when the plant expands in the future (estimated savings of $500,000) and removes the need for a second 1.5 Mega Watt backup generator as outlined as a future recommendation (estimated savings of another $2M).
The Purchase and Sale agreement provides for a sale of an easement to CMP for purposes of a substation. The sale price is $275,000. A deposit of $125,000 will be made by CMP to bind the sale, but it will not be credited to the purchase price. The closing on the purchase and sale is to occur no later than June 30, 2022.

It is anticipated that getting zoning approvals and approvals from the PUC for the construction of the substations could take 2 years. In recognition of this delay, the District has negotiated a series of additional payments by CMP to the District; the schedule of payments can be found in Exhibit C of the agreement. The purpose of the additional payments is to recognize the cost impact to the District in not having its own generator project up and running, and instead waiting to meet its needs through connecting to the CMP substation. If CMP closes on the purchase sooner rather than later, it will pay PWD less in these additional payments. The additional payments are over and above the purchase price and will not be credited to the price.

**FISCAL REVIEW / FUNDING**
The substation construction will save the District approximately $2 Million Dollars in costs because it will no longer be required to install a combined generator, and it is estimated to provide a future cost avoidance of $2 Million Dollars as noted above. The original project budget for CIP #3010 East End Wastewater Treatment Facility and Northeast Pump Station Backup Power Upgrades was $3.95 Million Dollars and with this change the project budget will be $1.95 Million Dollars. In addition, PWD will receive $400,000 for the sale of the easement ($275,000 plus the $125,000 deposit), and potentially up to $350,000 more, depending on when the sale closes. All proceeds from the sale will go into the Portland renewal and replacement fund.

**LEGAL REVIEW**
Corporate Counsel has participated in the negotiation of the purchase and sale agreement, and will continue to represent the District throughout the transaction.

**CONCLUSION(S)**
Staff recommends that PWD proceed with the proposal described above. The Committee voted unanimously to forward to the full Board for their consideration.

**ATTACHMENT(S)**
Purchase and Sale Agreement with Exhibits
PURCHASE AND SALE AGREEMENT

THIS AGREEMENT FOR PURCHASE AND SALE OF PROPERTY (the "Agreement") is made between CENTRAL MAINE POWER COMPANY, a Maine corporation with offices at 83 Edison Drive, Augusta, Maine 04336 (hereinafter the "Buyer") and PORTLAND WATER DISTRICT a quasi-municipal corporation organized under the laws of the State of Maine, having a mailing address of 225 Douglass Street, Portland Maine 04104 (hereinafter collectively the “Seller”). The date that this Agreement has been fully executed by both Parties shall be the "Effective Date”.

WITNESSETH:

1. **PREMISES.** Seller agrees to sell and Buyer agrees to buy exclusive permanent easements and rights in and over a portion of Seller’s land (collectively the “Easement”) located at, near or along Marginal Way, in the City of Portland, Cumberland County, Maine, being or as the case may be affecting a portion of land described in a deed from the City of Portland to the Portland Water District dated July 11, 1975 and recorded in the Cumberland County Registry of Deeds in Book 3712, Page 64 said land and easement area are more particularly described in EXHIBIT A and depicted on EXHIBIT A-1, both attached hereto and incorporated herein by reference, together with any and all rights, privileges, easements and appurtenances, including without limitation the access and easements to be granted by Seller and described in said Exhibit A (collectively referred to herein as the “Premises” or “Easement Area”).

   Additional conditions of this Agreement, if any are presented on EXHIBIT B and EXHIBIT C, both attached hereto and incorporated herein by reference.

2. **PURCHASE PRICE.** Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay to the Seller for the Premises described, the sum of Two Hundred Seventy Five Thousand Dollars ($275,000.00), payable as follows:

   (a) Deposit. One Hundred Twenty Five Thousand Dollars ($125,000.00) as an earnest money deposit (the “Earnest Money Deposit”) at the time of the execution of this Agreement, which shall be held in escrow by the Buyer’s Agent, and will not be credited toward the purchase price at the closing.

   (b) Cash at Closing. The balance of the purchase price shall be paid by wire transfer, corporate check or certified funds at Closing.

3. **TITLE.** At Closing, Seller shall grant and convey to Buyer the Easement in and over the Premises by easement deed in the form and substance attached hereto as Exhibit D (“Easement Deed”) with insurable title with the standard exceptions. Without limiting the foregoing, the Easement Area shall be free and clear of any liens, claims, encumbrances, rights-of-way, other easements, leases, reservations, covenants, restrictions and other title defects except for any easements of record affecting the Easement Area as of the date hereof, and except for any rights and easements reserved by Seller under the terms of the Easement. In the event that Seller is unable to grant and convey said easement as aforesaid, Seller shall be given a reasonable period of time not to exceed Sixty (60) days, after notice in writing, in which to remedy any title defects, and the date of the Closing shall be extended accordingly. In the event that said defects cannot be corrected or remedied in a manner satisfactory to Buyer, the Earnest Money Deposit shall be returned to Buyer and this Agreement, and Seller’s and Buyer’s obligations hereunder, will terminate, and neither party shall have any claim or obligation against or to the other under this Agreement. Buyer may, at Buyer’s option, elect to close notwithstanding such uncorrected defects as may exist.
The Easement Deed shall (i) provide that if Buyer fails to construct substation transmission facilities in the Easement Area within ten (10) years of the “Closing Date (defined below)” said Easement shall terminate and Buyer shall execute and record a release of the Easement at the request of the Seller; (ii) a requirement that Buyer shall pay for any property taxes and fees attributable to the Easement Area and its use of thereof; and, (iii) with respect to any roads and access ways reference a maintenance agreement reasonable satisfactory to each party which shall be entered into at Closing.

4. **CLOSING.** The closing of this transaction shall take place on or at Buyer’s election upon completion of the conditions described in Exhibit C, attached hereto and incorporated herein by reference before close of business on June 30, 2022 (“Closing Date”) at the Portland offices of the Seller, or, if the Buyer and the Seller shall mutually agree in advance and in writing, at another time and place (“Closing”), subject to the closing conditions and extensions rights of Buyer set forth herein. At the Closing, Seller shall execute and deliver to Buyer, against payment of the balance of the purchase price, the afore-mentioned Easement Deed with respect to the Premises. Buyer shall have the right to extend Closing Date for a period of up to twelve months upon providing Seller written notice thereof and paying Seller One Hundred Thousand Dollars ($100,000.00) as additional Earnest Money Deposit.

5. **RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE.** Prior to the Closing, the Premises shall be the sole responsibility of Seller and Seller shall bear the risk of any loss to the Premises whether by fire or otherwise.

6. **CONDITION OF PREMISES.** Prior to Closing, and at any time during the term of this Agreement, Buyer may, upon reasonable notice to Seller and at Buyer’s sole cost, expense and risk, examine, investigate, have access to and inspect the Premises to obtain information that Buyer deems appropriate regarding the Property, including, without limitation as follows: verification of parcel size, environmental studies, review of compliance with local and state laws and ordinances, wetlands assessments, and cultural assessments. Seller will provide to Buyer, at no cost to Buyer, copies of any of Seller’s plans, surveys, environmental reports, inspections and/or maintenance records of the Premises, including without limitation Electrical Distribution Upgrades - Design Basis Report by Woodard and Curran, dated October 2018 (“Seller’s Information”). Seller makes no representation or warranty regarding the accuracy or completeness of Seller’s Information. Without limiting Buyer’s rights under the foregoing, Seller warrants and represents to Buyer that the following are true as of the date of this Agreement and will be true as of the Closing: (i) except as set forth in Exhibit B hereof (as to which are subject to Buyer’s rights hereunder to review and notify Seller of its decision not to purchase the Premises,) Seller has no actual knowledge of the existence of any material violations of laws or regulations affecting the Premises, and has not received any notice from any federal, state or local governmental authority or representative thereof claiming or inquiring into the existence of any such violation; (ii) there is no action, condemnation, suit, legal proceeding or other proceeding pending or threatened (or, to the best knowledge of Seller, any basis therefore) against Seller of affecting the Premises; and (iii) except as set forth in Exhibit B hereof (as to which are subject to Buyer’s rights hereunder to review and notify Seller of its decision not to purchase the Premises,) Seller has not knowingly released or disposed of any “Hazardous Substance” (as defined below) on, in or from the Premises and Seller is, to the best of its knowledge, not aware of the release or disposal of any Hazardous Substance on, in or from the Premises at any time by anyone else.

7. **POSSESSION.** Seller shall deliver possession of the Premises to the Buyer free and clear of all third party leases, tenancies, and occupancies at Closing.
8. **ADJUSTMENTS, PRORATION AND CLOSING COSTS.** Any applicable Maine real estate transfer taxes shall be paid by Buyer. The recording fee for the Deed and any expenses relating to any survey prepared by Buyer and the recording thereof will be paid for by Buyer.

9. **DEFAULT AND REMEDIES.** In the event that Buyer fails to close hereunder due to a default of Buyer, Seller shall have the right, at its election, to terminate this Agreement and retain the Earnest Money Deposit, any Annual Payments (defined in Exhibit C) and the Extension Payment then due and payable hereunder. In the event the Seller fails to comply with the terms hereof or to close and execute the Easement Deed, or if the Easement is otherwise not granted and conveyed to Buyer at Closing in accordance with this Agreement, Buyer shall have the right, at its election, to (i) terminate this Agreement and receive its Earnest Money Deposit and any Annual Payments paid to Seller hereunder, (ii) seek specific performance under this Agreement; and/or (iii) seek such other relief available in law or in equity. Any dispute or claim arising out of or relating to this Agreement, or the property addressed in this Agreement, shall be submitted to mediation. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, or commences a lawsuit or arbitration without submitting the dispute to mediation, then that party shall be liable for the other party’s reasonable legal fees and costs incurred in any subsequent lawsuit or arbitration regarding the same matter in which the party who refused to go to mediation loses in the subsequent lawsuit or arbitration.

   This clause shall survive the closing of the transaction. If the parties do not resolve the dispute through mediation, either Buyer or Seller may then elect to bring any required action in Maine Superior Court, or seek to have any claim for remedy hereunder decided by binding arbitration, including seeking arbitration by demand to the American Arbitration Association. The prevailing party in any such action, proceeding or arbitration shall be entitled to receive from the non-prevailing party all costs of arbitration or court action, as applicable, including the reasonable attorney fees of the prevailing party.

10. **AUTHORITY OF SELLER AND BUYER.** Seller and Buyer represent, warrant, and covenant to each other that they have the full power and authority to perform and comply with the execution and delivery of this Agreement, including without limitation Seller’s obligation to convey the deed contemplated herein. Further, the persons executing this Agreement on behalf of Seller and Buyer each hereby represent and warrant that he or she has the requisite and necessary authority to execute this Agreement on behalf of such party, including without limitation, in the case of a trustee, the authority under any trust instrument. The obligations of each Seller hereunder shall be joint and several, except that each seller’s obligation to convey title shall be with respect to the respective parcel of such seller described on Exhibit A.

12. **MISCELLANEOUS.** Time is of the essence of this Agreement. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed as follows:

   **Buyer:**
   CENTRAL MAINE POWER COMPANY  
c/o Avangrid Real Estate Services  
83 Edison Drive, Augusta, ME 04336  
Tel. No.: (207) 623-3521

   **Seller:**  
PORTLAND WATER DISTRICT  
225 Douglass Street  
PO Box 3553  
Portland, ME 04104-3553
Attn: General Manager

Either Party may exchange addresses for purposes of this paragraph by giving the other Party notice of the new address in the manner described herein. This Agreement constitutes the entire agreement between Seller and Buyer and there are no other agreements, understandings, warranties or representations between Seller and Buyer. This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. Buyer shall have the right to assign all or any of its rights in this Agreement, without the need for the consent of the Grantor, or the Grantor’s heirs, devisees, successors or assigns. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of the masculine shall include, where appropriate, the feminine and neuter.

This Agreement shall be governed by and construed in accordance with the laws of Maine. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof. Neither Party may assign its rights in and to this Agreement without the prior written consent of the other Party, except to affiliates of Buyer and Seller, respectively and, furthermore, it is agreed and understood that any merger of Buyer or Seller with another company shall not be considered an assignment.

Buyer is a Real Estate Agency licensed by the State of Maine and contracts with other Real Estate Agencies licensed by the State of Maine, to be its Buyer Agent. Any fees or commissions due in connection with brokerage representation in this transaction shall be borne by the Party which arranged such compensation. Each party hereto agrees to hold the other party harmless from and against any and all costs, expenses, claims, losses, or damages, including reasonable attorney's fees, resulting from their respective representation set forth in this Section. The provisions of this Section shall survive the Closing.

(Signature Pages to follow)
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates immediately following their signature.

SELLER:  PORTLAND WATER DISTRICT

Printed Name:
Its:

State of Maine
County of ______________________, ss

The above-named ________________________________, personally appeared before me and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Seller.

Date:__________________________

Notary Public
Printed Name:__________________________
My Commission Expires: _________________
BUYER: CENTRAL MAINE POWER COMPANY

By: __________________________________________
Printed Name: __________________________________________
Its: __________________________________________

State of Maine
County of ______________________, ss

Personally appeared the above-named ________________________, in his/her said capacity and acknowledged the foregoing instrument to be his/her free act and deed, and the free act and deed of CENTRAL MAINE POWER COMPANY.

Date:______________________

_________________________________________
Notary Public
Printed Name:____________________________________
My Commission Expires: ______________________

Seller’s Initials_______
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EXHIBIT A
Description of Premises and Easement Area

The Premises are described in a deed from the City of Portland to the Portland Water District dated July 11, 1975 and recorded in the Cumberland County Registry of Deeds in Book 3712, Page 64. Reference is also made to City of Portland Tax Map 008, Lot A002.

The Easement Area affects a portion of the Premises and shall include without limitation (i) the substation easement area, (ii) the road access rights of way to and from a public way and the said substation easement area, together with any required turnaround area, (iii) and easement rights for overhead and/or underground transmission lines and facilities associated with the substation. Said Easement Area, including any access rights of way are generally shown on attached EXHIBIT A-1, provided that prior to closing Buyer and Seller shall agree upon the precise location of said easement rights following the completion of substation engineering, site evaluation, zoning setback requirements and the completion of a survey, to be recorded and used as the basis of any legal description. The said legal description shall be attached to the Easement Deed at Closing.
EXHIBIT A-1
Sketch or Survey Reference
(include also any shared access ways and required utility ROW to interconnect with substation)
(See attached)
EXHIBIT B
Known Environmental Matters Affecting the Premises

(List any disclosed matters or reports indicating disclosed matters provided prior to signing Agreement)
EXHIBIT C
Closing Conditions and Construction of Substation

Buyer and Seller acknowledge that Buyer’s reason for acquiring the Premises is to construct a new 115/12kV, 2x22MVA Bayside Substation as part of its so-called Bulk Electric System electrical upgrade project in Portland, Maine and vicinity. Buyer has informed Seller: (i) that the design of new Bayside Substation offers a reliable 115kV double bus Gas Insulated Switchgear (GIS) configuration with two 115/12kV 22MVA transformers and redundant 12.5kV GIS sections; (ii) the construction will include power supply with fully redundant dedicated 12.5kV feeds from new substation which have been or will have been designed to provide existing and future expansion requirements for Seller at this location, being estimated at 7.5MVA independently. Construction of the new substation requires regulatory approvals and permits. Said approvals and permits, may include among other things the application by Seller and Buyer for municipal approvals to construct the substation on the Premises as an ancillary use or conditional use under the City of Portland zoning and land use regulations, or to seek modifications to said zoning and land use regulations.

Seller has informed Buyer that in reliance upon Seller installing the new substation to provide the above described reliable service to meet Seller’s aforesaid it will discontinue its own efforts to construct two dedicated generator units on the Premises.

In consideration of the foregoing, the parties further agree as follows:

1. Upon request by Buyer, Seller shall make commercially reasonable efforts to assist Buyer in the preparation and obtaining of any of the above said approvals, including being a party to any municipal permit application with respect thereto. In the event that any such efforts and cooperation requested of the Buyer would require any out-of-pocket costs or expenses to be paid by Seller (including application fees), the Seller shall obtain the written approval of Buyer before incurring such expense, and after receipt of an invoice and reasonable supporting documentation, Buyer shall promptly reimburse Seller all such costs, not to exceed the approved amount.

2. Seller’s generator project which was to be located on the Premises was scheduled to be operational on January 1, 2020. Due to the foregoing regulatory requirements and otherwise, Buyer does not anticipate receiving the necessary regulatory approvals in order to construct the substation prior to January 1, 2020. Notwithstanding the Closing Date of no later than June 30, 2022, Buyer shall make the following additional pre-closing payments to Seller (“Annual Payments”) in accordance with the following schedule:

a. If Buyer fails to provide notice to close prior to December 31, 2020, Buyer shall pay Seller the sum of $100,000.00.

b. If Buyer fails to provide notice to close prior to December 31, 2021, Buyer shall pay Seller the sum of $100,000.00.

c. If Buyer fails to provide notice to close prior to January 30, 2022, Buyer shall pay Seller the sum of $50,000.00, provided that if Buyer exercises its rights under Section 4 of the Agreement and extends the Closing date by paying the
Extension Payment no additional payments beyond the Purchase Price shall be payable to Seller.

In no event shall the combination of the Purchase price, the Extension Payment and the sum of all Annual Payments exceed Seven Hundred and Fifty Thousand Dollars ($750,000.00).
EXHIBIT D
FORM OF EASEMENT DEED
(see attached)