

**AGENDA**  
**PORTLAND WATER DISTRICT**  
**225 Douglass Street, Portland, Maine**  
**Jeff P. Nixon Training Center**  
**6:00 p.m., Monday, April 23, 2018**

1. Convene Meeting with Pledge of Allegiance and moment of silence. President Lunt
2. Roll Call Clerk
3. Acceptance of Minutes of the Regular Meeting of March 26, 2018, and the Workshop Meeting of April 9, 2018. President Lunt
4. Invitation for Public Comment President Lunt
5. Reports:
  - Operations Committee Reports Trustee Siviski
  - Planning Committee Reports Trustee Levinsky
  - Administration & Finance Committee Reports Trustee Willey
  - General Manager's Report General Manager
6. New Business
  - A. **Resolution 18-004** authorizing a contribution to the 2018 Standish Summer Spectacular. Administration & Finance Committee
  - B. **Resolution 18-005** accepting the revisions to the District's Terms and Conditions. Administration & Finance Committee
  - C. **Order 18-018** authorizing the comprehensive method for the procurement of engineering services for the 407 Zone Water Storage Tank Design Project. Operations Committee
7. 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 Lunt
8. Other Business. An item may be added to this agenda provided seven trustees vote to waive the rule regarding agendas. President Lunt
9. Second Invitation for Public Comment. President Lunt
10. Trustee Comments. President Lunt
11. Adjournment. President Lunt

Donna M. Katsiaficas  
Clerk

**Portland Water District**  
**Board of Trustees Regular Meeting**

**April 23, 2018**

**New Business**

**Agenda Items 6A-6C**



Portland Water District  
*From Sebago Lake To Casco Bay*

## **BOARD OF TRUSTEES / AGENDA ITEM SUMMARY**

Agenda Item: 6A Resolution 18-004  
Date of Meeting: April 23, 2018  
Subject: Standish Summer Spectacular Support  
Presented By: Michelle Clements, Public Relations Manager

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### **RECOMMENDATION**

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

WHEREAS on June 21 through June 23 the Town of Standish will celebrate the rich history of the three villages that make up the Town by hosting the *Standish Summer Spectacular* event, and

WHEREAS the Portland Water District has long had a unique relationship with the Town due to the District's watershed protection efforts and the location of its water treatment facilities in the Town, and

WHEREAS the Portland Water District strives to be a respected corporate citizen of the Town, and values its relationship with the Town;

NOW THEREFORE BE IT RESOLVED that the Board of Trustees expresses its' support and recognition of the Town of Standish in its' celebration of *Standish Summer Spectacular*, and

BE IT FURTHER RESOLVED the Portland Water District demonstrates its' support by contributing as a Gold Level Sponsor of the event.

### **BACKGROUND**

The District supported the event last year at the Gold Level (\$300). Additional information is attached (see attachment A). The Administration and Finance Committee recommends continued support of the event.



## 2018 Standish Summer Spectacular

**June 21, 22 & 23**

Join us for the 9th annual **Standish Summer Spectacular** - a three day event that honors the rich history of the villages that make up Standish: Steep Falls, Standish Corner and Sebago Lake. This "Spectacular" event will focus on the "3 Villages. 1 Community." We look forward to the many ways that our townspeople will get involved with this fun event. We're offering something for everyone, so check out the schedule below and see how you can join us in celebrating the villages of our great town!

### Thursday, June 21

**Rockin' Lakeside Launch:** Food trucks, games, rock wall and live music featuring Justin Lindsay & Bunk.

6:00 pm - 7:30 pm at the Sebago Lake Public Boat Launch.

### Friday, June 22

**Party in the Park:** Fireworks, food, games and DJ Bill Adams.

6:30 pm - 10:00 pm at Standish Memorial Park.

### Saturday, June 23

6:30 am - 9:30 am **Pancake Breakfast** at the Standish Congregational Church.

9:00 am - 1:00 pm **Community Marketplace** featuring local vendors and organizations at the George E. Jack School front lawn.

10:00 am - 11:00 am **Parade - "What Standish Means to Me"** from Blake Road to Oak Hill Connector. Prizes for best representation of parade theme: 1st Prize - \$150, 2nd Prize - \$100, 3rd Prize - \$75.

9:00 am - 2:00 pm **Steep Falls Farmers and Artisans Market** at the Steep Falls Library.

4:00 pm - 7:00 pm **BBQ Dinner and Concert** at the Steep Falls Library.

Log In to Register	Gold Sponsor				06/21/2018	
	2295	103 and under	N/A	Th	9:00 AM - 10:00 PM	\$300.00 R, \$300.00 NR
	2018 Gold Sponsor					
					Standish Municipal Center	



Portland Water District  
*From Sebago Lake To Casco Bay*

## **BOARD OF TRUSTEES / AGENDA ITEM SUMMARY**

Agenda Item: 6B Resolution 18-005  
Date of Meeting: April 23, 2018  
Subject: Terms and Conditions Amendments  
Presented By: David Kane, Director of Administration

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### **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, attached hereto as Exhibit A, are hereby adopted.

### **BACKGROUND**

The District reviews and updates the Terms and Conditions (T&C) every two years and the last full review was done in 2016. 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 updating the fees to reflect the current costs, incorporating one new fee and several language clarifications including the following:

- Changes applicable references from the Public Utilities Commission rules to the Portland Water District policies, and
- Changes clarifying conditions of water service, and
- Changes Normal Business Hours, for the purpose of charging reconnection and damaged meter fees, to 7:30 a.m. to 4:30 p.m. from 7:30 a.m. to 7:00 p.m., and
- Creates a new fee to cover the cost of providing a temporary water service.

### **FISCAL REVIEW / FUNDING**

The changes will result in an estimated increase in water revenues of \$14,000 and increase in capital fees of \$6,000 (see Attachment C for details).

### **LEGAL REVIEW**

Corporate Counsel reviewed proposed changes and approved them as to form.

### **CONCLUSION**

Staff recommends that the proposed changes be approved. The Committee recommended the changes be forwarded to the full Board for their consideration.

### **ATTACHMENT(S)**

Attachment A & B – Red-lined & Clean Version of the Terms and Conditions.  
Attachment C – Summary of Terms and Conditions Fee Changes.

**TERMS AND CONDITIONS**

Filed at the Office of the Public Utilities Commission  
As Amended June 1, 2018

**PORTLAND WATER DISTRICT**

225 Douglass Street, Portland, Maine

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Proposed Effective Date: June 1, 2018  
Effective Date:  
PWD Resolution 18-

By: David Kane, Treasurer

PORTLAND WATER DISTRICT

TERMS AND 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.

**1) 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.

Proposed Effective Date: January 1, 2012

Effective Date:

Docket Number:

By: David Kane, Treasurer

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PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**2) 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 \$23.00.

**2.1) 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.

**2.2) Disconnection of Leased or Rental Single-Meter, Multi-Unit Dwellings**

Pursuant to Chapter 660, 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 in addition to any applicable reconnection fee set forth in Section 3 of these Terms and Conditions.

**3) Restoration of Service**

The District will charge a customer a connection fee to 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 Hours to restore service or is requested to restore service during Normal Business Hours, a reconnection fee of \$60.00 will be charged. When the District is notified during \*Other Hours to restore service or is requested to restore service during Other Hours, the charge is \$42.00 per hour with a minimum charge of \$109.00.

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.

\* Refer to Terms and Condition 40 for definition of Office Hours, Normal Business Hours and Other Hours

PORTLAND WATER DISTRICT  
TERMS AND CONDITIONS

**4) 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.

**5) Multi-unit Properties**

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 charge covering lien notification, preparation, filing, and processing will be added to the past due amount, and included as part of the lien filing.

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 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.

**6) 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 guidelines.

**7) 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.

**8) Charge for Testing Cross Connection Backflow Device**

A cross connection device must be operated to the standards outlined in the District's cross connection control program as approved by the State of Maine's Department of Health and Human Services. An annual test of the device must verify compliance with the program. The customer must inform the District of the test results.

If the customer requests the District to perform the test, the charge to test one cross connection backflow device at a customer's premise is \$90.00. Each additional device tested concurrently in the same building shall be charged at the rate of \$45.00 each.

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**9) Charge to Flow Test Hydrants**

For a hydrant flow test to generate the static pressure, residual pressure and the water flow for a single hydrant, the charge is \$209.00. For each additional hydrant flow test concurrently administered at the same site, an additional \$41.00 will be charged.

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**10) Charges for Replacement of Damaged Water Meters**

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

<b>Meter Size</b>	<b>Charges to Replace During **Normal Business Hours</b>	<b>**Other Hours*</b>
Meters up to 1 inch	69.00 + cost of meter	158.00 + cost of meter

\*Reflects minimum three-hour call out and overtime rate.

\*\* Refer to T & C 40 for definition of Normal Business Hours and Other Hours

Meters larger than one inch will be billed the actual cost of replacement.

**11) 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.

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**12) Faulty Remote Meter Adjustment Policy**

If the District finds that a remote reading meter has under reported actual usage, it will abate one-half of the difference between the actual usage and the remote reading. However, the amount rebated cannot exceed the previous year's usage.

**13) Liability**

**13-A 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.

**13-B Interruption of Service**

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

**14) Water Service - General**

The applicant for a new water service shall provide upon request from the District, the name of the installing contractor, an approximate date of installation, a lot location or site plan, and the estimated maximum gallon per minute demand for this service. The service pipe on private property shall be adequately sized according to District standards, and rated at withstanding 160 pounds per square inch of working pressure.

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**14.1) CONDITIONS FOR WATER SERVICE**

- (a) All water service lines must conform to Portland Water District Policy 620: Water Service Standards. 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, a covenant must 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.
- (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:
  - 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 services.
  - 3. The installation or upgrade of a fire sprinkler system or the addition of a private hydrant to an existing service line

Customers shall be required to notify the District of any change in water demand. The District reserves the right to suspend water service to a customer until the service line setup meets current District standards.

- (f) Customers shall comply with the District's Water Service Standards Policy enacted by the District's Board of Trustees.

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**15) 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 backsiphonage and to permit drainage whenever necessary. The isolation valves shall be owned and maintained by the customer.

**15.2) 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" 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.

**16) 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 PWD Board of Trustees Policy 620.

**17) 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.

**18) 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 Public Utilities Commission's Chapter 660.

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**19) 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.

**20) Access to Premises**

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.

**21) 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.

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**22) Seasonal Customer**

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.

**23) 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.

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**24) 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" through 2"	20 Years
3 "	4 Years (field)
4"	2 Years(field)
6" and larger	1 Year (field)

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 one inch are at the customer's expense based on the District's actual costs. More frequent tests of meters one- inch or smaller are subject to a \$121.00 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

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**25) 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 can not be located on the customer premises. The fee charged shall be the fees noted in section 10 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 10 of these Terms and Conditions. The fee will be refunded if the meter is subsequently obtained and is not damaged

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**26) 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' 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.
- h. The customer does not furnish an otherwise suitable location for a meter inside the customer's building.
- i.

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.

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**27) 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 Policy 650: Water Main Extension and Service Line Rule enacted by the Board of Trustees.

**28) 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.

**29) 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 \$100 if installed and removed during normal business hours and \$165 if installed during non-business hours.

**30) 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.

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**31) 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.

**32) Commission Appeal**

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.

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**33) LOW-INCOME CUSTOMER ASSISTANCE PROGRAM**

**33-A) General Program Description**

1. The District is supporting, in conjunction with The Opportunity Alliance (OA) 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.

2. The District has authorized OA 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

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

**33-B) Program Participation Requirements**

1. A qualified residential customer must:

- a. Own and occupy a year-round residence within the District service area.
- b. 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.

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

2. Must demonstrate through a home audit provided by OA, a need for the program's services.

**33-C) General Provisions**

1. The dwelling unit owner must agree to leave in place at the premises any water saving measures installed under this program.
2. OA will determine customer eligibility, complete a home audit, develop a remediation plan, subcontract work to be completed, and inspect completed work.
3. 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 OA for emergency situations that jeopardize health or safety.
4. The District will fund this program on an annual basis and reserves the right to discontinue program support at any time.

**33-D) Miscellaneous**

1. The District along with municipalities, OA Central Intake and Outreach staff, Human Service organizations, and the public at large, will refer homeowners to OA for qualification.
2. All specific services provided by this program will be delivered to qualified participants at no cost to the participant.

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**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 \$200.00 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 \$200.00 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 \$200.00 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.

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**34-F) Payment Arrangement:** The District shall offer a Regular Payment Arrangement to customers who cannot pay the Total Account Balance in accordance with Chapter 660 and these Terms and Conditions.

**34-G) Dispute Resolution:** Disputes related to Chapter 660 of the Rules of the Public Utilities Commission 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.

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**35 Chapter 670 Credit for Water to Metered Customers and Municipal Fire Service Customers**

In order to implement a credit for all customers pursuant to Chapter 670 of the PUC Rules, the District shall provide a one-time credit on all active customer bills mailed on or after July 3, 2000 until each customer receiving a bill during the month of July, 2000 has received the one-time credit. The amount of the credit shall be equal to 6.78% of the customer's 1999 annual water net billings. If this one-time credit exceeds the total amount due on the July bill, the unused credit shall be applied to the customer's future bills.

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Effective Date: May 1, 2007  
Effective Date:  
Docket Number:

By: David Kane, Treasurer

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**36. New Customer Activation Fee**

The customer shall pay a \$17.00 fee when the customer requests a change to an existing account causing an additional customer account record to be created.

**37. New Main Extension Application Fee**

An applicant requesting a main extension shall pay a \$212.00 fee when the applicant submits the request for the main extension.

**38. New Meter or Service Fee**

An applicant requesting a new service shall pay a \$64 fee when the applicant submits the request for the new service.

New customers shall pay the following fees when requesting a single service connection that is 2 inches or smaller:

<b>Size</b>	<b>Service Inspection</b>	<b>Water Sample (Applied to 2" services only)</b>	<b>Water Meter Installation (Applies to 2" or smaller meters that are not installed in meter pits)</b>
<b>2 inch or smaller</b>	<b>\$186.00</b>	<b>\$175.00</b>	<b>\$64.00 + cost of meter</b>

For applicants requesting multiple service connections, larger sized services or meters, meter installations in meter pits, or other special circumstances, the District shall charge the applicant the District's actual cost of the work performed. 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. For larger size services and meters and special circumstances, the District shall charge the customer the actual cost of installation.

**39. 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".

PORTLAND WATER DISTRICT  
TERMS AND CONDITIONS

**40) 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 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 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.

**41) 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 \$100 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.

SHEET 4.1  
Revision 1

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

14.1) **CONDITIONS FOR WATER SERVICE**

- (a) All water service lines must conform to Portland Water District Policy 620: Water Service Standards. New water service must be established from a water main having direct frontage to the lot or building being served.
- ~~(a) 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.~~
- (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. However, if When there are multiple detached buildings on one lot served by one service line, a covenant must 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. If at any time after initial service is rendered, the lot is subdivided or one or more buildings or any portion thereof, is transferred to one or more different owners, then a separate water service and meter must be installed to each subdivided lot, or building, or portion thereof under separate ownership.
- (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.
- (a)
- (b)(d) ~~New water service must be established from a water main having direct frontage to the lot or building.~~ If water service to a new building or lot cannot be obtained without crossing the property of the original or multiple owners 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)(e) ~~In the event of the occurrence of one or more of the following conditions, †The District may require, in its discretion, that customers bring their service into conformance with then current District standards:~~
1. ~~Significant water usage~~ Changes in water demand or use that may necessitate a change in service line or meter size changes.
  2. The addition of an irrigation system ~~or residential sprinkler system~~ to an existing domestic-only service.
  3. The installation or upgrade of a fire sprinkler system or ~~an~~ the addition of a private hydrant to an existing service line

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Customers shall be required to notify the District of any change in water demand. ~~the occurrence of any of the above noted conditions.~~ The District

reserves the right to suspend water service to a customer until the service line setup meets ~~then~~ current District standards.

(d)(f) Customers shall comply with the District's Water Service Standards Policy enacted by the District's Board of Trustees.

Effective Date: May 1, 2016  
Effective Date:  
PWD Resolution 16-002

By: David Kane, Treasurer

SHEET 5  
REVISION 5

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**15) Isolation Valve**

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

**15.2) 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" 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.

**16) 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~~ Cross connection-Connection control-Control programProgram, and the PWD Board of Trustees Policy 620.

**17) 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.

**18) 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.

SHEET 6  
REVISION 6

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

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 Public Utilities Commission's Chapter 660.

**19) 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 customer's own expense appropriate vacuum, temperature, pressure relief valves, and lower water cutouts in their water system to prevent damage, ~~should it become necessary to shut off the water main or service, or should a pressure failure occur for any other reason.~~ 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.

**20) Access to Premises**

Employees of the District ~~by providing proper identification to either the customer or owner,~~ 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.

**21) Unauthorized Use of Water**

Effective Date: February 1, 2008  
Effective Date:  
Docket Number:

By: David Kane, Treasurer

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.

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Proposed Effective Date: January 1, 2012  
Effective Date:  
Docket Number:

By: David Kane, Treasurer

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**22) Seasonal Customer**

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 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 ~~of that intent~~ in writing, and 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. ~~A deep main is generally 5 1/2 feet below grade. A surface main runs on top of grade or is buried less than 5 1/2 feet below grade~~

**23) Water Meters and Meter Reading Device**

The District will ~~provide only~~ install one meter per each service line. Meters must be installed in a safe, clean, dry, warm area at ~~a point that is close to where the service pipe enters the customer's premises and is the service entrance and~~ must be readily and safely accessible to District representatives. Additional meters may be purchased by the customer. Maintenance of all District meters is provided at the District's cost. If additional auxiliary, or ~~submeters 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.

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**24) Meter Maintenance and Accuracy**

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

5/8" through 2"	20 Years
3 "	4 Years (field)
4"	2 Years (field)
6" and larger	1 Year (field)

Meters are tested in conformance with Section 3-G. 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 one inch are at the customer's expense based on the District's actual costs. More frequent tests of meters one\_ inch or smaller are subject to a \$-113.00 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.

Commented [A1]: Is this \$113.00 value accurate?

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**25) 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 can not be located on the customer premises. The fee charged shall be the fees noted in section 10 of these Terms and Conditions. ~~The fee shall not be charged only~~ 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 10 of these Terms and Conditions. The fee will be refunded if the meter is subsequently obtained and is not damaged

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**26) Meter Pit Policy**

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

- a. The actual laying length of the service pipe measures over 300' 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.
- ~~f.g.~~
- g. The customer does not furnish an otherwise suitable location for a meter inside the customer's building.
- ~~g.i.~~
- h. The customer shall provide the District with the meter pit diagram describing the proposed meter pit specification for the District's review and approval prior to the construction of the meter pit.

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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 during Office hours.
- c. In such a manner that all confined space entry equipment can be safely utilized in accordance with OSHA standards for confined space entry.
- d. On the customer's property 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.

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Effective Date: May 1, 2014  
Effective Date:  
Docket Number:

By: David Kane, Treasurer

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**27) Size of Water Distribution Mains**

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

**28) Winter Construction**

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

**29) Fire Hydrants**

Fire hydrants may not be used for any purpose other than the ~~extinguishing~~ extinguishment of 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 customer's request for a hydrant meter, unless otherwise authorized, the District will install and will assess a fee of \$100 if installed and removed during ~~N~~normal ~~B~~business hours and \$165 if installed during ~~Other~~ non-business hours.

Commented [A2]: Are these values still accurate?

**30) Private Fire Protection**

Customers requiring private fire protection should contact the District to ~~ascertain~~ 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, ~~from time to time~~, the adequacy of supply through the fire service by conducting tests of the private system. ~~Timely notice must be given the~~ The District must be given timely notice so a representative of the District can be present to observe the test.

PORTLAND WATER DISTRICT

TERMS AND CONDITIONS

**431) 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 \$100 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.**

**31) No-Tampering With District Property**

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

Commented [A3]: More emphasis on this sentence with bold or caps?

**32) Commission Appeal**

Disagreements or disputes regarding the application of Terms and Conditions relating to water service standards, ~~or water line standards, and 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 ~~and or~~ relating to Chapter 660 of the Rules of the Public Utilities Commission shall be decided by the Public Utilities Commission.

PORTLAND WATER DISTRICT  
TERMS AND CONDITIONS

**40) 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 reconnection and damaged meter fees, are 7:30 a.m. to ~~7:00~~4:30 p.m., Monday through Friday, excluding holidays.

Other Hours, for the purpose of charging reconnection and damaged meter fees, are ~~7:00~~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.

Proposed Effective Date: May 1, 2014  
Effective Date:  
Docket Number:

By: David Kane, Treasurer

Portland Water District  
Terms and Conditions Fee Changes

Attachment C

<u>T &amp; C Section</u>	<u>Description</u>	<u>Qualifier</u>	<u>2016</u>	<u>2018</u>	<u>Instances in</u> <u>2017</u>	<u>Revenue</u> <u>Change</u>	<u>Total Revenue</u> <u>2018</u>
2	Collection Charge for Past Due Bills		\$ 21.00	\$ 23.00	1576	\$ 3,152	\$ 36,248.00
2	Collection Charge for Tenant Postings	Flat - not cost based per PUC	\$ 100.00	\$ 100.00	960	\$ -	\$ 96,000.00
3a	Restoration of Service: TOBH	Customer Contacted PWD During Normal Business Hours of 7:30am to 7:00pm to Turn On Service	\$ 56.00	\$ 60.00	689	\$ 2,756	\$ 41,340.00
3b	Restoration of Service: TOAH, Other Hours that Exceeds Minimum Charge	other hours with minimum of \$105.00	\$ 38.00	\$ 42.00	0	\$ -	\$ -
3b1	Restoration of Service: TOAH	Customer Contacted PWD After Normal Business Hours of 7:30am to 7:00pm to Turn On Service	\$ 100.00	\$ 109.00	17	\$ 153	\$ 1,853.00
4	Lien for Multi-unit Charge for Returned Check, including incorrect bank information		\$ -	\$ 58.00	0	\$ -	\$ -
7	Incorrect Bank information	greater of actual charge or \$5	\$ 5.00	\$ 5.00	500	\$ -	\$ 2,500.00
7 New	Incorrect Bank information		\$ 5.00	\$ 5.00	111	\$ -	\$ 555.00
8a	Cross Connection Backflow	single	\$ 86.00	\$ 91.00	500	\$ 2,499	\$ 45,498.66
8b		each additional	\$ 43.00	\$ 45.50	100	\$ 250	\$ 4,549.87
9a	Hydrant Flow Test	single	\$ 200.00	\$ 209.00	27	\$ 243	\$ 5,643.00
9b		each additional	\$ 39.00	\$ 41.00	1	\$ 2	\$ 41.00
10m	Replace Meter (admin fee not including meter cost)	5/8" Business Hours	\$ 63.00	\$ 69.00	10	\$ 60	\$ 690.00
10n		3/4" Business Hours	\$ 63.00	\$ 69.00	0	\$ -	\$ -
10o		1" Business Hours	\$ 63.00	\$ 69.00	0	\$ -	\$ -
10p		5/8" Other Times	\$ 143.00	\$ 158.00	0	\$ -	\$ -
10q		3/4" Other Times	\$ 143.00	\$ 158.00	0	\$ -	\$ -
10r		1" Other Times	\$ 143.00	\$ 158.00	0	\$ -	\$ -
24	Meter tests <1" meter		\$ 113.00	\$ 121.00	5	\$ 40	\$ 605.00
25	Close meter - same as 10 replace meter					\$ -	\$ -
29	Hydrant Meter Set - Business Hours		\$ 100.00	\$ 100.00	47	\$ -	\$ 4,700.00
29	Hydrant Meter Set - Non- Business Hours		\$ 165.00	\$ 165.00	0	\$ -	\$ -
36	New Customer Activation Fee		\$ 16.00	\$ 17.00	4823	\$ 4,823	\$ 81,991.00
<b><u>Operating Revenue</u></b>						<b>\$ 13,978</b>	<b>\$ 322,215</b>
37	New Main Extension Fee Application		\$ 201.00	\$ 212.00	21	\$ 231	\$ 4,452.00
38	New Service Line Application		\$ 62.00	\$ 64.00	310	\$ 620	\$ 19,840.00
38a	2" and under Service Inspection	Service Inspection	\$ 186.00	\$ 197.00	170	\$ 1,870	\$ 33,490.00
38d	2" and under Meter Admin not inc meter	Meter	\$ 63.00	\$ 69.00	225	\$ 1,350	\$ 15,525.00
38G	Water Quality Samples		\$ 166.00	\$ 175.00	63	\$ 567	\$ 11,025.00
41	Temporary Water Service			\$ 100.00	12	\$ 1,200	\$ 1,200.00
<b><u>Capital Fees</u></b>						<b>\$ 5,838</b>	<b>\$ 85,532</b>



Portland Water District  
*From Sebago Lake To Casco Bay*

## **BOARD OF TRUSTEES / AGENDA ITEM SUMMARY**

Agenda Item: 6C Order 18-018  
Date of Meeting: April 23, 2018  
Subject: 407 Zone Water Storage Tank Design – Windham -  
Professional Services Contract – Engineering Method  
Approval  
Presented By: Gordon Johnson, Engineering Services Manager

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### **RECOMMENDATION**

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

ORDERED, that the Comprehensive Method is authorized for the procurement of engineering services for the 407 Zone Water Storage Tank Design Project, pursuant to the District's Purchasing Policy, and 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**

Pursuant to the District's purchasing policy, staff is seeking approval from the Board of Trustees to procure engineering services for the design, bidding and construction administration (Comprehensive Method) for installation of a new 407 zone water storage tank. This project was recommended as part of the Comprehensive Water System Strategic Plan and will replace the existing Windham Center tank while providing increased storage volume as recommended in the Plan. The Comprehensive Method for engineering would result in one engineering consulting firm that would provide all the engineering services for the project from design to startup of the upgrade.

This effort will develop preliminary and detailed design plans and specifications for bidding. Staff estimates that the cost for engineering of this phase of these upgrades to be approximately \$250,000 dollars; construction phase engineering is estimated to be approximately \$250,000 dollars.

Once the Method is approved, staff will issue a request for proposals. It is expected that a recommendation for procurement of engineering services will be offered to the Board at the August meetings.

**FISCAL REVIEW/ FUNDING**

The project was included in the 2018 CIP.

**LEGAL REVIEW**

Corporate Counsel has reviewed and approved the form of motion.

**CONCLUSION(S)**

Staff recommends that the Comprehensive Engineering Method be utilized to design and build this project. The Committee voted 2-0 to forward to the Board for their consideration.

**ATTACHMENT(S)**

None