



## MEMORANDUM PORTLAND WATER DISTRICT

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TO: Board of Trustees

FROM: Carrie Walker

DATE: October 12, 2022

RE: **Workshop Meeting – Monday, October 17, 2022**

There will be a Workshop Meeting of the Board of Trustees of the Portland Water District on Monday, October 17, 2022. The meeting will begin at 6:30 p.m. in the Nixon Training Center at the general offices of the District, 225 Douglass Street, Portland, Maine.

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

<b><u>Committee</u></b>	<b><u>Room / Location</u></b>	<b><u>Time</u></b>
Administration & Finance	Monie Conference Room	5:30 p.m.
Operations	EOC 2 <sup>nd</sup> Floor	5:30 p.m.
Planning	Nixon Training Center	5:30 p.m.

### **AGENDA – WORKSHOP**

**1. Biosolids and Study Update**

Scott Firmin, Director of Wastewater Services, and Natalie Sierra of Brown and Caldwell will lead a discussion with the Board on biosolids management in the future.

**2. Other Business**

**3. Adjourn**



## **MEMORANDUM PORTLAND WATER DISTRICT**

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TO: Administration and Finance Committee / Board of Trustees

FROM: David Kane, Director of Administration  
Mary Demers, Director of Employees Services

DATE: October 7, 2022

RE: **Administration and Finance Committee Meeting – October 17, 2022**

A meeting of the Administration and Finance Committee of the Portland Water District Board of Trustees will be held on Monday, October 17, 2022 at 5:30 p.m., in the Monie Conference Room of the District, 225 Douglass Street, Portland, Maine.

### **AGENDA**

**1. Chapter 870 Policy**

Staff will present a policy related to ‘late payment charges, interest rates to be paid on customer deposits, and charges for returned checks’. (See attached memo)

**2. Water Terms and Conditions and Non-Tariff Fee Schedule**

Staff will present a proposal to amend the water terms and conditions to update customer fees to reflect current costs, and a review of the proposed non-tariff fee schedule. If approved, any changes in the fees would be effective January 1, 2023. (See attached memo)

**3. Annual Employee Benefit Program Overview**

Staff will present an overview of the employee benefit program.

**4. Other Business**



## **ADMINISTRATION AND FINANCE COMMITTEE / AGENDA ITEM SUMMARY**

Agenda Item: 1  
Date of Meeting: October 17, 2022  
Subject: Chapter 870 Policy  
Presented By: David Kane, Director of Administration  
Robin Doiron, Customer Service Manager

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### **RECOMMENDATION**

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

WHEREAS, on September 22, 2015 the Public Utilities Commission (PUC) approved exemptions from certain regulations for the Portland Water District, effective January 1, 2016; and

WHEREAS, on November 23, 2015 the Board of Trustees adopted Policy 6.40-15 Interest Rate to be Charged for Late Payments, and

WHEREAS, it is the desire to have the Board adopt a policy in a consistent format as other PUC rule adoptions;

ORDERED, that Policy 6.40-15 is rescinded, and

BE IF FUTHER ORDERED, that the Policy 870 entitled “Late Payment Charges, Interest Rates to be paid on customer deposits, and charges for returned checks,” in substantial form as that attached hereto, is hereby approved, effective January 1, 2023.

### **BACKGROUND ANALYSIS**

The Public Utilities Commission (PUC) recently amended one of its rules – Chapter 870: Late Payment charges, interest rates to be paid on customer deposits, and charges for returned checks. The two main changes were to set a maximum rate of 1% per month or 12% annually and prohibition of charging late fees to customers who have an active payment arrangement.

#### **Late Fee**

Chapter 870 is one of the rules from which PWD has an exemption; oversight responsibilities are with the Board of Trustees. Previously the Board adopted a policy related to one of the sections of the rule – Late Payment Charge (adopted on 11/23/15 – Order 15-035). The Policy established a late fee for water account balance delinquency as the rate established by the Treasurer of the State of Maine for delinquent property tax. The late fee rate charged for water account delinquency would be the same as the amount assessed on wastewater delinquent balances. Staff recommends no change.

### **Payment Arrangement**

The amended PUC rule states: “No late payment charges may be imposed on a customer's past due balance while a payment arrangement is in effect, provided that the customer adheres to the terms of the payment arrangement for those arrearages.” Currently, the District has 100 accounts on a payment arrangement with a balance of \$78,000. Charging a late payment fee on payment arrangements would generate about \$3,000 per year in revenue. Staff recommends not charging the late fees if the customer maintains their payment arrangement.

### **FISCAL REVIEW/ FUNDING**

To forgo assessing late fees on active payment arrangement accounts would reduce revenue by approximately \$3,000 a year.

### **LEGAL REVIEW**

Corporate Counsel has reviewed and approved the form of motion.

### **CONCLUSION(S)**

Staff recommends the policy be approved as presented in attachment A.

### **ATTACHMENT(S)**

- A. Proposed Policy 870
- B. Policy 6.40-15

## PORTLAND WATER DISTRICT BOARD OF TRUSTEES

### **Policy 870: LATE PAYMENT CHARGES, INTEREST RATES TO BE PAID ON CUSTOMER DEPOSITS, AND CHARGES FOR RETURNED PAYMENT**

#### **LATE PAYMENT CHARGE**

- A. Interest Rate.** For late payments made to District, the District shall utilize the interest rate established as the maximum rate of interest by the Treasurer of the State of Maine, pursuant to 36 M.R.S. §505(4) for delinquent property taxes. It shall be changed as soon as practical by PWD when changed by the State Treasurer. The District shall publish on its website either a link to the interest rate established by the State Treasurer or the actual interest rate that will be charged for late payments.
- B. Amount Overdue.** An amount is overdue when it has not been paid by the due date. The due date must be no less than 25 days after the bill is mailed or hand delivered to the customer. A bill is considered to have been mailed on the date it is postmarked. If there is no postmark, a utility must date the bill and deliver the bill on or before that date.
- C. Terms and Conditions.** Any utility which chooses to impose a late payment charge must file terms and conditions conforming to this rule. Any utility that has existing terms and conditions that conflict with this rule must file revised terms and conditions at the time of its next general rate case or when it next revises its rate schedules whichever is earlier. This rule preempts any inconsistent terms and conditions from the time of its effective date.
- D. Disputed Bill.** No late payment fee may be imposed for any time period in which a bill is in dispute pursuant to applicable Commission rules. A customer will have a minimum of 25 days from the date of the resolution of the dispute to remit payment to a utility in order to avoid a late payment charge.
- E. Exemption for Customers on Levelized Payment Plans.** No late payment charges may be imposed for an amount overdue that is the sole result of a budget payment plan (in which interest is paid on credit balances) or from levelized payments under a special payment arrangement developed according to the winter disconnection requirements of the Commission's rules (Chapter 815(9)(F)(5)).
- F. Exemption for Customers Adhering to Terms of Payment Arrangements.** No late payment charges may be imposed on a customer's past due balance while a payment arrangement is in effect, provided that the customer adheres to the terms of the payment arrangement for those arrearages.
- G. Minimum Amount.** A utility may adopt a minimum billed amount for which a late payment charge is imposed.
- H. Disclosure.** At least 30 days or one billing cycle, before a late payment charge program is begun or an existing late payment charge is increased, a utility must disclose to the affected customers the interest rate and methods which will be used to calculate late payment charges. Every bill issued after an approved late payment charge program begins must state the due date of the bill and the effective monthly interest rate that will be imposed if the bill is not paid by the due date.
- I. Applicability.** A utility may seek a late payment charge for overdue residential and non-residential customers or both.

## 2. INTEREST ON DEPOSITS

- A. General Policy.** Interest on all customer deposits held by a utility shall equal the rate on one-year Treasury Securities in effect on November 1 of each year, as published in the Weekly Update of the Federal Reserve's H.15 Statistical Release (<http://www.federalreserve.gov/releases/h15/Current/>). If November 1 falls on a weekend, the applicable one-year Treasury rate will be the one in effect on the first business day of November. To ensure that customers earn a modest return on deposits held by utilities, in no case may the customer deposit rate be set at less than a floor of 0.20%.
- B. Annual Notice.** Each year no later than November 15, the Commission's Administrative Director shall issue a notice to all public utilities setting the rate to be paid by public utilities on customer deposits for the next calendar year beginning January 1.
- C. Effective-Date of Interest Rate.** The effective date for the annual change described in §2(A) shall be January 1.
- D. Effective Date of Deposit.** The effective date of the deposit is the date that the first payment of the deposit is made. If the effective interest rate changes while a deposit is held by the utility, the new interest rate shall be applied during its effective period. Interest shall accrue until the deposit is returned to the customer, regardless of the amount of time the deposit is held by the utility. All interest shall be credited to the customer annually and upon termination of the service or the return of the deposit by the utility. Compounding of interest is not required. The utility shall have the option of crediting accrued interest to the customer's deposit and paying the interest to the customer when the deposit is returned or crediting that accrued interest to the customer's bill. If credited to the customer's bill, the reason for the credit shall be specified on the customer's bill.
- E. Terms and Conditions.** Every utility must file terms and conditions stating that the interest rate on customer deposits shall be the rate set by the Public Utilities Commission in accordance with Chapter 870 of the Public Utilities Commission Rules.

## 3. CHARGE FOR RETURNED PAYMENT

All utilities that choose to charge customers a fee for nonpayment due to returned payment may charge the customer the greater of \$5.00 per account to which the returned payment applies or the amount that the bank charges the utility, not to exceed \$20.00. If the utility charges the customer more than \$5.00, the utility shall furnish the customer with proof of the bank charge. Any utility which chooses to impose a charge for returned payment must file terms and conditions that conform to this rule.

**POLICY NUMBER:** 6.40-15  
**SUBJECT:** Interest Rate to be Charged for Late Payments  
**EFFECTIVE DATE:** 01-01-2016  
**SUPERSEDES:** n/a  
**APPROVED BY:** Board of Trustees

**A. Purpose**

The purpose of this Policy is to establish the interest rate that will be charged by the District for late payments.

The Policy is necessary as a result of the granting of exemptions to PWD from rate making statutes, providing PWD with an exemption from Chapter 870 of the Rules of the Public Utilities Commission.

**B. Interest Rate**

1. For late payments made to the District, the District shall utilize the interest rate established as the maximum rate of interest by the Treasurer of the State of Maine, pursuant to 36 M.R.S. §505(4) for delinquent property taxes.
2. The rate shall be implemented effective January 1, 2016. Thereafter, it shall be changed as soon as practical by PWD when changed by the State Treasurer.
3. The District shall publish on its website either a link to the interest rate established by the State Treasurer or the actual interest rate that will be charged for late payments.



Portland Water District  
*From Sebago Lake To Casco Bay*

## **ADMINISTRATION AND FINANCE COMMITTEE / AGENDA ITEM SUMMARY**

Agenda Item: 2  
Date of Meeting: October 17, 2022  
Subject: Water Terms and Condition  
Presented By: David Kane, Director of Administration

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### **RECOMMENDATION**

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

ORDERED, the revisions to the District's Terms & Conditions of water service, attached hereto and incorporated herein by reference, are hereby adopted with an effective date of January 1, 2023.

ORDERED, the revision to the Fee Schedule for Non-Water Tariff Services, attached hereto and incorporated herein by reference, is hereby adopted with an effective date of January 1, 2023.

(for the November 28, 2022 meeting)

### **BACKGROUND ANALYSIS**

The District reviews and updates the Water Terms and Conditions (T&C) periodically and updates the fees to reflect current costs. The last fee update was approved on April 23, 2018 (Order 18-005). Because the District was granted a waiver from the Public Utilities Commission from rate-related filings, the T&C changes need only Board approval.

The changes being proposed include the following:

- Updating fees to current costs.
- Section 420: Changing to charge a separate fee for turn on and turn off. Currently we charge a fee only when we turn off.
- Section 440: Changing a reference to the old T&C section 10 to the new T&C section 430.

The Terms and Conditions encompasses fees charged on services where we require the customer to use PWD services (monopolistic services). For non-monopolistic services, including fees related to wastewater, the Board authorizes a 'Fee Schedule for Non-water Tariff Services'. The fee schedule was last amended in March 2022 (Order 22-010). The amended proposed schedule reflects the changes in the septage fees approved by the Board in September 2022 (Attachment B).



**FISCAL REVIEW / FUNDING**

The changes will result in an estimated increase in water revenues of \$31,000 and increase in capital fees of \$21,000 (see Attachment C for details).

**LEGAL REVIEW**

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

**CONCLUSION(S)**

Staff recommends the motion be forwarded to the full Board for its consideration. Propose the motions made along with other motions related to the 2023 Budget be considered at the November 28, 2022 meeting.

**ATTACHMENT(S)**

- A. Terms and Condition - Redlined with changes noted
- B. Fee Schedule for Non-Water Tariff Services
- C. Summary of Fees with impact of the proposed changes

## TERMS & CONDITIONS

Filed at the Office of the Public Utilities Commission

As Amended ~~April 1, 2022~~January 1, 2023

### **PORTLAND WATER DISTRICT**

225 Douglass Street, Portland, Maine

## TERMS & CONDITIONS

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

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

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

**REVISION TABLE**

<b>Date</b>	<b>PWD Resolution</b>	<b>Sections</b>	<b>Description</b>
<i>4/1/22</i>	<i>22-005</i>	<i>Entire Document</i>	<i>Restatement of T&amp;C issued.</i>
<u>1/1/23</u>	<u>22-</u>	<u>Sheets 2,6,12,15-20</u>	<u>Updating fees to current costs</u>

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## **SECTION 100 - GENERAL**

### **Section 110. Appeals Process**

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

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

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

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

Normal Business Hours, for the purpose of charging 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.

### **Section 130. Access to Premises Served by PWD**

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

### **Section 140. Tampering With District Property**

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

**Section 150. Unauthorized Use of Water**

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

**Section 151. Unauthorized use/Theft of service Charge**

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

**Section 160. Liability**

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

**Section 170. Water Supply Emergency**

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

## **SECTION 200 - BILLING**

### **Section 210. Billing and Payment Procedures**

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

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

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

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

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

### **Section 211. Seasonal Billing Procedures**

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

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

**Section 220. New Customer Activation Fee**

The customer shall pay a ~~\$17.00~~[19.00](#) fee when the customer requests a change to an existing account causing an additional customer account record to be created.

**Section 230. Late Payment Charges**

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

**Section 231. Collection Charge for Past Due Bills**

If District personnel visit the customer's premises to disconnect service for nonpayment and in lieu of actual disconnection, the customer pays or makes a payment arrangement for the entire balance due the District will charge a collection fee ~~\$23.00~~[25.00](#).

**Section 232. Lien Charges for Multi-Unit Properties**

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

**Section 233. Disconnection of Multi-Unit Properties**

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

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

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



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

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

- a) Apply any existing deposit to the current account balance,
- b) Assess against the landlord a collection fee of \$100.00 in addition to any applicable reconnection fee set forth in Section 3 of these Terms and Conditions.

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

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

**Section 235.1. Policy**

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

**Section 235.2. Definitions**

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

**Section 235.3. Billing**

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

**Section 235.4. Disconnection and Reconnection**

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

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

**Section 235.5. Payment Allocation**

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

**Section 235.6. Payment Arrangement**

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

**Section 235.7. Dispute Resolution**

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

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

**Section 240. Rebate Policy**

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

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

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

**Section 242. Charge for Payments Returned**

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

**Section 243. Interruption of Service**

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

**Section 250. Deposits**

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

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

## **SECTION 300 - SERVICE STANDARDS**

### **Section 310. Maintenance of Plumbing**

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

### **Section 311. Fluctuation of Pressures by Customer's Apparatus**

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

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

### **Section 312. Isolation Valve**

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

### **Section 313. By-Pass Valve**

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

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

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

**Section 315. Cross-Connections**

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

**Section 316. Private Fire Protection**

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

**Section 320. Water Meters and Meter Reading Device**

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

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

**Section 321. Meter Maintenance and Accuracy**

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

5/8-inch through 2-inch:	20 Years
3-inch:	4 Years (field)
4-inch:	2 Years (field)
6-inch 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~~[141.00](#) charge. It is recommended that the customer witness the meter test. If a meter is determined to be malfunctioning, the customer bill shall be adjusted according to the average historical usage.

**Section 322. Meter Pit Policy**

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

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

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

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

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

**Section 330. Application for New Water Service**

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

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

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

**Section 331. Conditions for Water Service**

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

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

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

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

### **Section 340. Fire Hydrants**

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

If the District approves a request for a hydrant meter, unless otherwise authorized, the District will install and will assess a fee of \$100.00 if installed and removed during normal business hours and \$165.00 if installed during non-business hours.

### **Section 350. Size of Water Distribution Mains**

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

### **Section 360. Winter Construction**

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



## SECTION 400 - SERVICE PROVISIONS

### Section 410. New Meter or Service Fees and Deposits

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

- **Service Application Fee.** All new services shall carry a non-refundable ~~\$64.00~~\$93.00 application fee.
- **Inspection Fee/Deposit.** The Applicant shall provide a deposit for the cost of inspection of the installation of the new service. Depending on the size of the new service, and how many services are be installed in the project, the fee will either be a Flat Rate or Actual Cost.
  - **Flat Rate (Fee).** All new services that are 2-inches or less in diameter and that are the only service installed in a project will carry a Flat Rate fee of ~~\$197.00~~\$18.00 for inspection.
  - **Actual Cost (Deposit).** All new services that are greater than 2-inches in diameter and/or those that are one of multiple services installed as part of a project shall be inspected at Actual Cost. This shall also apply to projects where an existing service must be retired as a condition of service installation.
- **Meter Fee.** The Applicant shall provide the cost of the new meter associated to a new domestic service. The cost of the water meter is defined as the meter cost, ERT (remote reader) cost, typical plumbing fitting costs, and a \$25.00 inventory overhead fee.
  - **Existing Meters.** In a situation where a new domestic service is installed to a Lot, and that Lot has previously had a domestic water service and a meter that has since been recovered in good working condition by the District, the cost of that existing meter shall be accounted for in the Meter Fee for the new service. When determining the cost of the existing meter, current meter prices will be used.

## TERMS & CONDITIONS

- **Meter Installation Fee/Deposit.** The Applicant shall provide a deposit for the cost of installing the meter for all new domestic services. Depending on the size of the new meter, the fee will either be a Flat Rate or Actual Cost.
  - **Flat Rate (Fee).** All new meters that are 2-inches and smaller and that are not being installed in a confined space meter pit/vault will carry a Flat Rate fee of ~~\$69.00~~[77.00](#) for installation.
  - **Actual Cost (Deposit).** All new meters that are greater than 2-inches and/or those that are being installed in a confined space meter pit/vault shall be installed at Actual Cost.
- **Water Sample Fee.** New domestic services that are 2-inches or greater in diameter require a water sample. This also applies to domestic services installed in a parent/child configuration (i.e., a new domestic service that takes from a fire service rather than a water main). The cost of that water sample shall be ~~\$175.00~~[193.00](#), to be provided by the Applicant.
- **Meter Pit Inspection Deposit.** New domestic services that are installed with a meter pit or vault carry an inspection charge to ensure the pit/vault meets District specifications. This inspection time shall be assessed at Actual Cost.
- **Fire Service Activation Fee.** All new fire services that are installed carry a \$49.00 fee to activate the service.
- **Private Hydrant Inspection Deposit.** New private fire hydrants installed on fire services must be inspected by the District prior to activation of the hydrant. This inspection time shall be assessed at Actual Cost.
- **Initial Backflow Inspection Fee.** All new Backflow Prevention Devices must be inspected prior to service activation. The District will perform the initial test of the device at the time of service activation and meter set. The inspection shall carry a fee of ~~\$90.00~~[102.00](#) for the first device tested, and carry a fee of ~~\$45.00~~[51.00](#) for each subsequent device to be tested.
- **DOT Highway Opening & Utility Location Permit Fee.** All fees associated to permits required to install a new water service in a State Highway shall be assessed by the District to the Applicant.

- **Inspection of new Public Infrastructure Deposit.** Occasionally a new service project will include the installation, removal, or relocation of public infrastructure (e.g., relocation of an existing hydrant). Inspection of this portion of a project is tracked separately and is assessed at Actual Cost.
- **Installation of Services as Part of a District Renewal Project Fee.** During a District organized water main renewal project, property owners who have frontage on the water main being renewed may request new services to their properties be added to the project. Addition of these services to the project is at the discretion of the District and their Contractor. If these services are added to the project, the cost of installation shall be determined by the District's Contractor and assessed to the Applicant through the Application.
- **Customer Contribution Fee.** As outlined in Portland Water District Board of Trustees Policy 650, new services installed on water mains that are less than 10-years old carry a Customer Contribution Fee. This fee is to be determined by the District per Policy 650 and assessed to the Applicant, to then be conveyed back to the original Developer of the water main.

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

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

#### **Section 411. New Main Extension Application Fees and Deposits**

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

- **Main Extension Application Fee.** All new main extension projects shall carry a non-refundable ~~\$212.00~~[279.00](#) application fee.

## TERMS & CONDITIONS

- **Planning and Engineering Fee.** Applicants for main extension projects shall be responsible for a Planning and Engineering fee equal to \$600.00 per work day spent assisting in the design of the project.
- **Valve Box Deposit.** Applicants shall provide a \$25.00 deposit for each valve box installed as part of a main extension project, to be returned at final inspection if the valve boxes are appropriately raised.
- **Fire Protection Deposit.** Applicants shall provide a Fire Protection Deposit related to the portion of the water main installed without a public hydrant. The Deposit shall be \$8.00 per linear foot in Scarborough and Raymond, and \$4.00 in all other municipalities in the PWD Service Area.

### **Section 420. Disconnection/Restoration of Service**

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

When the District is notified during Normal Business Hours<sup>1</sup> to disconnect or restore service or is requested to restore service during Normal Business Hours, a ~~reconnection~~-fee of ~~\$60.00~~38.00 will be charged.

When the District is notified during Other Hours<sup>1</sup> to disconnect or restore service or is requested to restore service during Other Hours, the charge is ~~\$42.00~~48.00 per hour with a minimum charge of ~~\$109.00~~102.00.

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.

<sup>1</sup> - Refer to Section 120 for definition of Normal Business Hours and Other Hours

## TERMS & CONDITIONS

### **Section 430. Charges for Replacement of Damaged Water Meters**

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

Meter Size	Charges to Replace During Normal Business Hours <sup>1</sup>	Other Hours <sup>12</sup>
Meters up to 2 inch	<del>\$69.00</del> <a href="#">77.00</a> + cost of meter	<del>\$158.00</del> <a href="#">181.00</a> + cost of meter

<sup>1</sup> - Refer to Section 120 for definition of Normal Business Hours and Other Hours

<sup>2</sup> - Reflects minimum three-hour call out and overtime rate.

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

### **Section 440. Closing Metered Accounts**

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

Upon closing the account, the customer requesting the account be closed shall pay for the cost of removing the meter if no one else is taking responsibility for billing and if the District is not provided access to retrieve the meter or the meter cannot be located on the customer premises. The fee charged shall be the fees noted in section ~~40-430~~[430](#) of these Terms and Conditions. If the customer does not have the ability to provide access to the meter, the fee shall not be charged. The fee shall be refunded to the customer if another customer takes responsibility for the account or the meter is retrieved subsequently.

When the customer requests the District to close the account, and there is no new customer taking service, the outgoing customer is responsible to make arrangements for removal of the meter. Failure to obtain the meter will result in billing the outgoing customer the fees noted in Section ~~40-430~~[430](#) of these Terms and Conditions. The fee will be refunded if the meter is subsequently obtained and is not damaged.

**Section 450. Temporary Water Service**

A customer can apply for temporary water service in support of project delivery. Temporary service will be established from the customer's domestic water service line only. The District will supply the temporary service assembly for the customer to install and maintain once service line installation and passing of pressure and purity tests is complete. The customer will be charged for the water consumption in addition to an inspection fee of \$100.00 for each installation of the temporary service assembly. Temporary water service shall be granted on a limited basis depending on the availability of temporary service assemblies and the requested duration of use. Details of the temporary water service can be acquired from Customer Service.

**Section 460. Charges to Perform Flow Tests on Hydrants**

For a hydrant flow test to generate the static pressure, residual pressure and the water flow for a single hydrant, the charge is ~~\$209.00~~[223.00](#). For each additional hydrant flow test concurrently administered at the same site, an additional ~~\$41.00~~[46.00](#) will be charged.

**Section 480. Low-Income Customer Assistance Program**

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

**Section 480.1. General Program Description**

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

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

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

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

**Section 480.2. Program Participation Requirements**

A qualified residential customer must:

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

**Section 480.3. General Provisions**

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

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

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

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

**Section 480.4. Miscellaneous**

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

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

## Fee Schedule for Non-Water Tariff Services

## Attachment B

	Description	Fee
<b>A. Water</b>		
1. Winter hydrant inspection	Inspection of private hydrants to verify the operability of hydrant during winter months	<b>\$4</b> per month on monthly water bill. Cost covers the average cost to inspect hydrant.
2. Damage Hydrants	Repair of hydrants damaged by customers	Costs to repair including labor, benefit overhead, stock items with normal markup (25%), third-party expenses and \$7 finance department administrative fee
<b>B. Wastewater</b>		
1. Industrial pretreatment permit	Initial and periodic review of the customer premises to assure compliance with IPT regulations	\$300 for initial and every 3-year renewal.
2. Septage and Holding Tank Waste	Qualifying haulers may deliver septage, holding tank and other waste to PWD treatment facilities  (adopted Board Order 22-038)	<p><b>The fees for septage will increase from \$115/1000 gal to \$132/1000 gal.</b></p> <p><b>The fee for holding tank waste will increase from \$50/1000 gal to \$58/1000 gal.</b></p> <p><b>The administration fee will increase from \$52/1000 gal to \$60/1000 gal.</b></p> <p><b>The fee for other waste will be determined based on the relative strength of the waste compared to the most current rates for holding and septage</b></p>
3. Submeter Fee -Monthly	Covers the operating and capital cost of the submeter program	\$2 per month at the request of Cumberland, Gorham, South Portland and Westbrook
4. Submeter Fees -Other	The cost to investigate why a submeter cannot be read after the initial installation of meter/Encoder Receiver Transmitter (ERT).	Sub meter verification fee \$19
5. Submeter Fees – Portland Only	Costs or replacing submeters for Portland residents.	Submeter Replacement ERT & Meter \$150 Submeter ERT Only Upgrade fee \$105  Fees are per City's request.
6. Sewer Manhole/Main Inspection Fees	Applicants installing sewer main infrastructure shall be responsible for the cost of inspection of all manholes installed as well as CCTV inspection of all new sewer mains to NASSCO Standards. (adopted Board Order 22-010 3/28/2022)	These fees are to be determined at the time of Main Extension Agreement development.
<b>C. General</b>		
1. Purchases from Stock Room	Qualified third-parties and employees may purchase items from the stockroom – see policy 7.15-02.	Inventory value plus a 50% mark up (See Policy 7.15-02).
2. Freedom of Information Request	Members of the Public requesting access to public records	Per state law (\$1 for first page, \$0.50 for each additional page, optional \$15/hour to compile data.) Payment in advance may be required.



## Attachment C

Terms and Conditions Fee Changes						Revenue	Total Revenue	
T & C Section	Description	2016	2018	2023	2022 instances	Change	2023	
2 - new 231	Collection Charge for Past Due Bills	\$ 21.00	\$ 23.00	\$ 25.00	649	\$ 1,298	\$	16,225.00
2 - new 234	Collection Charge for Tenant Postings	\$ 100.00	\$ 100.00	\$ 100.00	692	\$ -	\$	69,200.00
3a - new 420	Disconnection/Restoration of Service: TOB	\$ 56.00	\$ 60.00	\$ 38.00	533	\$ 8,528	\$	20,254.00
3b -new 420	Disconnection/Restoration of Service: TOAH, Other Hours that Exceeds Minimum Charge	\$ 38.00	\$ 42.00	\$ 48.00	0	\$ -	\$	-
3b1 - new 420	Disconnection/Restoration of Service: TOA	\$ 100.00	\$ 109.00	\$ 102.00	56	\$ 5,320	\$	5,712.00
4 - new 232	Lien for Multi-unit Charge for Returned Check, including		\$ 58.00	\$ 58.00	0	\$ -	\$	-
7 - new 242	incorrect bank information	\$ 5.00	\$ 5.00	\$ 5.00	500	\$ -	\$	2,500.00
7 - new 242	Incorrect Bank information	\$ 5.00	\$ 5.00	\$ 5.00	111	\$ -	\$	555.00
8a - new 410	Cross Connection Backflow	\$ 86.00	\$ 90.00	\$ 102.00	500	\$ 5,999	\$	50,997.61
8b - new 410		\$ 43.00	\$ 45.00	\$ 51.00	100	\$ 600	\$	5,099.76
9a - new 460	Hydrant Flow Test	\$ 200.00	\$ 209.00	\$ 223.00	35	\$ 490	\$	7,805.00
9b - new 460		\$ 39.00	\$ 41.00	\$ 46.00	4	\$ 20	\$	184.00
10m - new 430	Replace Meter (admin fee not including meter cost)					\$ -		
10n - new 430	5/8"	\$ 63.00	\$ 69.00	\$ 77.00	10	\$ 80	\$	770.00
10o - new 430	3/4"	\$ 63.00	\$ 69.00	\$ 77.00	0	\$ -	\$	-
10p - new 430	1"	\$ 63.00	\$ 69.00	\$ 77.00	0	\$ -	\$	-
10q - new 430	5/8"	\$ 143.00	\$ 158.00	\$ 181.00	0	\$ -	\$	-
10r - new 430	3/4"	\$ 143.00	\$ 158.00	\$ 181.00	0	\$ -	\$	-
10r - new 430	1"	\$ 143.00	\$ 158.00	\$ 181.00	0	\$ -	\$	-
24 - new 321	Meter tests <1" meter	\$ 113.00	\$ 121.00	\$ 141.00	5	\$ 100	\$	705.00
25	Close meter - same as 10 replace meter					\$ -	\$	-
29 - new 340	Hydrant Meter Set - Business Hours	\$ 100.00	\$ 100.00	\$ 100.00	47	\$ -	\$	4,700.00
29 - new 340	Hydrant Meter Set - Non- Business Hours	\$ 165.00	\$ 165.00	\$ 165.00	0	\$ -	\$	-
36 - New 220	New Customer Activation Fee	\$ 16.00	\$ 17.00	\$ 19.00	4500	\$ 9,000	\$	85,500.00
							\$ 31,435	\$ 270,207
37 - new 411	New Main Extension Fee Application	\$ 201.00	\$ 212.00	\$ 279.00	22	\$ 1,474	\$	6,138.00
38 - new 410	New Service Line Application	\$ 62.00	\$ 64.00	\$ 93.00	344	\$ 9,976	\$	31,992.00
38a	2" and under Service Inspection	\$ 186.00	\$ 197.00	\$ 218.00	282	\$ 5,922	\$	61,476.00
38d - new 410	2" and under Meter Admin not inc meter	\$ 63.00	\$ 69.00	\$ 77.00	282	\$ 2,256	\$	21,714.00
38G - new 410	Water Quality Samples	\$ 166.00	\$ 175.00	\$ 193.00	63	\$ 1,134	\$	12,159.00
41 - new 450	Temporary Water Service		100	100.00	12	\$ -	\$	1,200.00
new 410	Fire Service Activation		49	49.00	40	\$ -		
new 411	Planning & Engineering		600	600.00	22	\$ -		
new 411	Valve Box		25	25.00	31	\$ -		
new 411	Fire Protection - Scarborough/Raymond		8	8.00	335	\$ -		
new 411	Fire Protectioni- All others		4	4.00	90	\$ -		
Capital Fees						\$ 20,762	\$	134,679



## MEMORANDUM PORTLAND WATER DISTRICT

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TO: Operations Committee / Board of Trustees

FROM: Scott Firmin, Director of Wastewater Services  
James Wallace, Director of Water Services

DATE: October 7, 2022

RE: **Operations Committee Meeting – October 17, 2022**

A meeting of the Operations Committee of the Portland Water District Board of Trustees will be held on Monday, October 17, 2022 beginning at 5:30 p.m., in the Douglass Street EOC of the District, 225 Douglass Street, Portland, Maine.

### **AGENDA**

1. **North Windham Sewer Project - Engineering Services Contract and Construction Management at Risk Recommendation**

Staff will provide a recommendation to award an engineering services contract and construction manager at risk contract for the design build of the first phase of the North Windham Sewer Project. (See attached memo)

2. **Biosolids Management Contract**

The Board of Trustees approved an amendment to the current biosolids agreement at the July 25, 2022 meeting that primarily contemplated a tipping fee increase of no more than \$25 per wet ton with a fuel surcharge. During staff's efforts to finalize the amendment language, both parties were willing to agree on an extended term with more favorable pricing. As this proposed term extends beyond the remaining three years of the contract, the item will need further consideration and approval from the Board. Staff will present the draft amendment. (See attached memo)

3. **Other Business**



Portland Water District  
*From Sebago Lake To Casco Bay*

## **OPERATIONS COMMITTEE / AGENDA ITEM SUMMARY**

Agenda Item: 1  
Date of Meeting: October 17, 2022  
Subject: North Windham Sewer Project-  
Construction Management-At-Risk and  
Engineering Services Contract Recommendations  
Presented By: Greg Pellerin, Senior Project Engineer  
Gordon Johnson, Engineering Services Manager

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### **RECOMMENDATION**

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

ORDERED, the General Manager is authorized to execute a professional services contract for the design build – Construction Manager at Risk (CMAR) North Windham Sewer Project (“Project”) with Brown & Caldwell Engineers for engineering services related to the Project; and

BE IT FURTHER ORDERED, that the General Manager is authorized to enter into an agreement for construction management services with MWH Construction to provide Construction Manager at Risk services for the Project; and

BE IT FURTHER ORDERED, that the North Windham Sewer System (*CIP 2022-182/3324*) budget in the preliminary amount of \$2.5M is authorized to commence the Project; 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**

PWD published Request for Qualifications (RFQ) packages to procure engineering and construction management-at-risk (CMAR) services for the North Windham Wastewater Treatment Facility (WWTF) Project on July 13, 2022. The selected Engineer and CMAR will work with PWD/Town throughout the Design-Build process to enhance constructability and cost estimating and certainty, develop a procurement plan to optimize the construction schedule, streamline project execution, and maintain adequate operations during construction of the proposed WWTF and collection system.

PWD received a total of five proposals and convened a selection committee of Town and PWD representatives to interview the proposing teams. The committee ranked each proposal based on the criteria advertised in the RFQ. Brown and Caldwell and MWH received the best scores and are therefore recommended to enter into contracts with PWD for the project.

The PWD project team will commence the design phase of the project with the allocated budget. Contracts will be negotiated with the Engineer and CMAR for design phase services. Future

funding will be requested when the project has reached the design-build construction milestone of guaranteed maximum price (GMP) for this phase of the project.

**Project #:** 2022 CIP – Subprogram182/ Project 3241

### **FISCAL REVIEW/FUNDING**

PWD and the Town of Windham have secured funding approval for a \$38.9 loan at 1.5% interest rate with \$2.25 in principal forgiveness from the Department of Environmental Protection (DEP) Clean Water State Revolving Loan Fund in April of 2022. The Board of Trustees and the Town Council approved acceptance of these funds in May 2022. Windham approved, by referendum vote in June of 2022, the North Windham Sewer project with a budget of \$38.9M.

Phase 1 of the project has a total estimated project budget of \$27M and the costs for the Engineering and CMAR will be funded from this budget. The estimated debt service for Phase 1 of the project is estimated at \$1,350,000. Future operating costs for the wastewater system will be funded through user fees and the debt service will be funded through the Town's tax incremental financing set up for the commercial zone of North Windham. Phase 1 of this project is expected to be on-line by January 1, 2026. Future phases will be constructed as funding becomes available.

### **LEGAL REVIEW**

Corporate Counsel has reviewed the proposed order as to form.

### **CONCLUSION(S)**

Staff recommends awarding contracts for CMAR and Engineering services for the North Windham WWTF Project to MWH and Brown & Caldwell engineers and establishing a budget of \$2.5M.

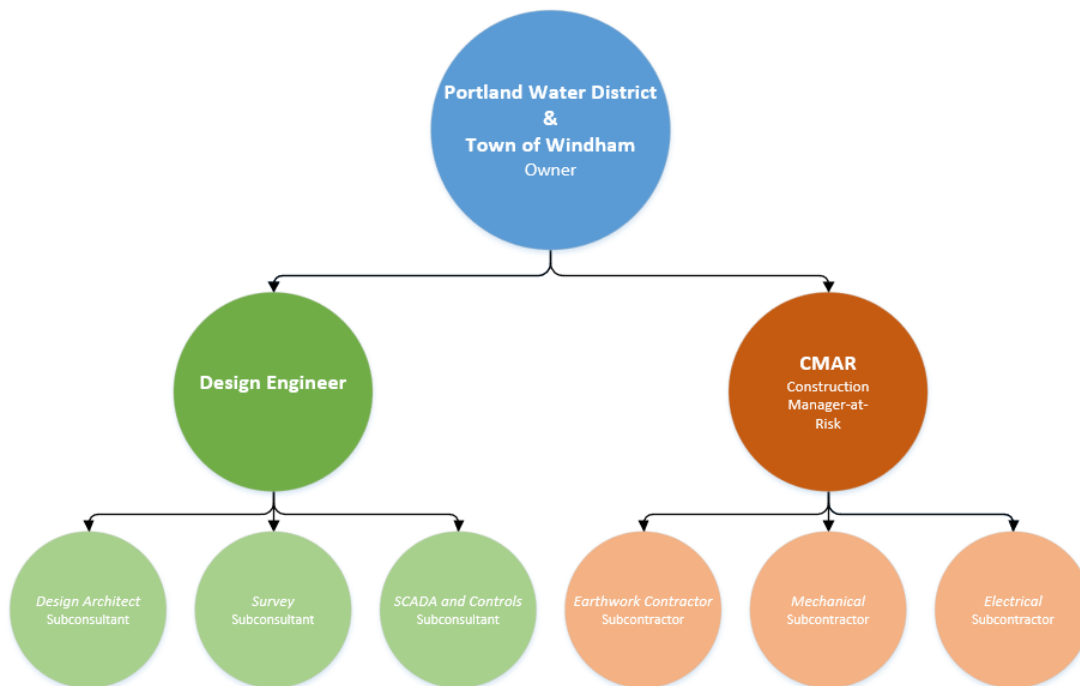
### **ATTACHMENT(S)**

SUPPORTING INFORMATION

## **SUPPORTING INFORMATION**

### **Introduction and Project Organization**

The Town of Windham and PWD are engaged in a collaborative effort to provide a new wastewater collection system, treatment plant, and effluent disposal system in the commercial area of North Windham along Rt. 302. This system is intended to meet the needs of existing and future commercial development in the area. The project team engaged Tighe & Bond, Inc. to produce a Preliminary Engineering Report and 30%-level design and a preliminary groundwater discharge permit from DEP for a greenfield wastewater collection system with pump stations, a new membrane bioreactor (MBR) wastewater treatment plant, and a subsurface effluent disposal system. During the next stage of the project, the team will engage with an Engineer and Construction Manager-at-Risk (CMAR), to advance the preliminary design to the final design and construction phases of the project. The figure below illustrates the CMAR project structure:



CMAR is a project delivery method, which falls under the umbrella of the Design-Build Method approved by the BOT on March 28, 2022 [Order 22-011]. This delivery method offers advantages to the North Windham Sewer project in the areas of project schedule, contractor input during design, and project budget containment. This CMAR project delivery method will include the following steps.

1. Procurement of Engineering and CMAR services for the Design Phase to GMP.
2. Design Phase efforts and development of GMP.
3. Final Design and Construction Phase.
4. Startup, Testing, and Documentation.

## Engineer and CMAR Selection Processes

PWD initiated a parallel RFQ process for both the Engineering and CMAR services in accordance with our purchasing policy and SRF requirements, utilizing a qualifications-based selection process. Responses were received from a total of five firms including:

- CMAR: MWH, Apex, & PC Construction
- Engineering: Kleinfelder & Brown and Caldwell

A selection committee was organized, including key Town of Windham staff as well as PWD staff from the AMAP and Wastewater Operations Departments. The committee members were given an opportunity to review the qualifications proposals for each firm, followed by an extensive interview process for each of the firms. In the end, the selection committee ranked the CMAR and Engineering firms in accordance with the scoring rubrics as laid out in the RFQs. The committee provided an integer rank by each committee participant for each of the criteria listed in the RFQ, where a ranking of “No. 1” represents the firm best meeting the criterion. The firm with the lowest overall score will be asked to enter into negotiations with District. The resulting scores are shown in the tables below:

North Windham Sewer CMAR Firm Selection			
<b>Final Score</b>			
<u>Proposers:</u>	<u>Score:</u>	<u>Rank:</u>	
MWH	109	1	
PC Construction	204	2	
Apex	286	3	
North Windham Sewer Engineering Design Firm Selection			
<b>Final Score</b>			
<u>Proposers:</u>	<u>Score:</u>	<u>Rank:</u>	
Brown and Caldwell	125	1	
Kleinfelder	175	2	

Key Factors that led to the recommendation of the Brown and Caldwell team include:

- Strong experience in each of the technical areas laid out within the RFQ.
- The team’s depth of experience managing CMAR style projects of similar scope and complexity.
- Capability of the team’s management and overall organizational structure to be able to deliver this complex, high energy project.

Key Factors that led to the recommendation of the MWH team include:

- Substantial recent and relevant experience with projects in this industry and of this scale and complexity.
- Strong approach to CMAR design integration, open book cost estimating and collaborative work style.
- Capable and qualified project team structure.

## Summary

As a result of these rankings, the District has begun the process of negotiating with Brown and Caldwell for Engineering and MWH for CMAR services for the project. The District will negotiate services with each of these firms for the next stage of the project: Design Phase efforts and development of project GMP. This stage of the project will require the District, Engineer and CMAR to work collaboratively on achieving the next design and construction milestones in order to achieve overall project goals.

The PWD project team will proceed with this phase of the project with the \$2.5M budget. The team believes this amount should be sufficient to carry the overall project team through final design to the construction phase. Contracts will be negotiated and executed with both Brown and Caldwell and MWH, and some budget will be retained for PWD internal costs and discretionary spending on as needed design and construction related project elements. An approximate breakdown of the design phase spending is provided in the table below:

Engineering, CMAR, PWD Design Phase Project Budget	
Task	Budget
Engineering Services (Brown & Caldwell)	\$ 1,800,000.00
CMAR Design Phase Services (MWH preconstruction services)	\$ 400,000.00
PWD & Design Phase to GMP- contingency	\$ 300,000.00
Total:	<b>\$ 2,500,000.00</b>



## **OPERATIONS COMMITTEE / AGENDA ITEM SUMMARY**

Agenda Item: 2  
Date of Meeting: October 17, 2022  
Subject: Biosolids Management Contract  
Presented By: Scott Firmin, Director of Wastewater Services

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### **RECOMMENDATION**

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

ORDERED, the General Manager is authorized to execute a contract amendment with Casella consistent with the terms outlined in the Contract Amendment attached hereto as Exhibit A.

### **BACKGROUND ANALYSIS**

The treatment of wastewater at our treatment plants generates residuals, or biosolids, that must be managed on a daily basis. PWD is in the final term of a contract with Casella to accomplish this. Since 2019, all of PWD's biosolids have been landfilled. The contract with Casella was executed in 2006; it had three renewal terms of five years each, and was expected to be in place for 20 years, or through 2025.

DEP and Legislative activity have imposed sudden and substantial restrictions on biosolids management in Maine. This has resulted in the elimination of all options but landfilling for biosolids generated and managed in Maine and has placed significant cost and logistical pressures on the landfills that accept biosolids.

PWD received communication from Casella this summer, claiming contract implications related to the changes in law implemented by the legislature, which Casella believed constituted a Force Majeure event under our Contract that warranted immediate changes to the current contract. At the July 25, 2022, the Board of Trustees authorized the General Manager to finalize a contract amendment that included a price increase of no more than \$25 per wet ton as well as an indexed fuel adjustment. It was anticipated that this amendment would be in effect for the three years remaining in the current contract term.

While working to finalize these changes, it became clear that both parties were interested in maintaining stability, with PWD seeking a reliable outlet for the management of PWD's biosolids at a more stable cost in the future, and Casella seeking a stable revenue flow from our product. Recognizing this, Casella offered some additional options that would do the following: extend the term of the contract by a possible additional 3 years to 5 years; eliminate the ability for either part to end the contract (as we considered in this case by Casella given the impacts of legislative actions); and decrease the contractual future annual cost increases beyond year 1 of the amended term.



Given the market place and seemingly exponential cost increases, this term and cost structure is attractive. However, given the possible development of emerging technologies in the next 4 or 5 years, PWD requested a termination for convenience in the final 18 months of our Contract. This would require notice and a per month fee to offset costs and other commitments that Casella would be making to implement this agreement. This termination fee to PWD would be \$17,000 per month; if this were implemented, it would represent a month or two of the expected costs under this contract.

The tipping fee and fuel charge indexed adjustment will be retroactively adjusted to August 8, 2022, which is when the legislative changes went into effect. The total cost per wet ton is anticipated to increase for this year by no more than \$25 per wet ton with a current fuel adjustment of \$2.16 per wet ton. This increase will represent an immediate increase of 27% to our biosolids management costs and increase the total cost by \$282,900 in 2022. While the actual consumer price index is yet to be determined, the increase for 2023 is expected to be in-line with the budgeted tipping fee of \$140 per wet ton.

Biosolids management in Maine is extremely volatile and despite these increases, which directly address real and significant costs related to managing biosolids, Casella continues to provide a vital service in an otherwise limited market. This revised amendment to our contract will provide reliable management options at a controlled and relatively reasonable price in the coming years.

#### **FISCAL REVIEW/FUNDING**

The proposed tipping fee and current estimated fuel surcharge will result in an increased cost of \$282,900 in 2022. Future costs are expected to be consistent with budgeted costs in the draft 2023 budget and the following 4 years beyond that will be based solely on the consumer price index.

#### **LEGAL REVIEW**

Corporate Counsel has reviewed the proposed order as to form.

#### **CONCLUSION(S)**

Staff recommends that the Board authorize the General Manager to finalize the form of a contract amendment to continue with Casella in 2022 and the remaining term of the current agreement. Staff recommends this amendment.

#### **ATTACHMENT(S)**

Draft Contract Amendment with Casella

**Agreement Extension and  
Third Amendment to Biosolids Disposal Agreement  
By and Between  
Portland Water District  
And  
Casella Organics**

This Third Amendment to the Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between New England Waste Services of Maine, Inc. d/b/a Casella Organics, a corporation with a place of business at 755 Banfield Road, Suite 201, Portsmouth, NH 03801 (hereinafter “VENDOR”) and the Portland Water District (hereinafter “DISTRICT”).

WHEREAS, DISTRICT entered into an Agreement dated January 1, 2006 with New England Waste Services of ME, Inc. d/b/a New England Organics for the receipt, transport and disposal of biosolids; (hereinafter “Agreement”)

WHEREAS, the Agreement was extended for a 5-year period by letter dated August 13, 2010; and

WHEREAS, the Agreement was Amended via the First Amendment on April 8<sup>th</sup>, 2015; and

WHEREAS, the Agreement was Amended via the Second Amendment on December 23<sup>rd</sup>, 2020

WHEREAS, VENDOR changed their d/b/a name from “New England Organics” to “Casella Organics” in September 2012; and

WHEREAS, DISTRICT and VENDOR agree that the pass of Maine Law LD 1911 constitutes a Force Majeure event

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree to amend the Agreement as follows:

1. Under Section 4.1 Service Fee, Section (f) is added as follows:

*Starting on August 8<sup>th</sup>, 2022 all Specification biosolids will be subject to an additional \$23.00 per wet ton additional fee due to LD 1911. This additional fee is explicitly not subject to adjustment via the Annual Service Fee Escalation Factor. In the event that LD 1911 is repealed this fee will no longer be assessed.*

2. *District accepted a provision for annual adjustment due to the rising cost of fuel via the proposal letter from Vendor dated February 11<sup>th</sup>, 2015 and*

referenced in the First Amendment. District and Vendor agree to disregard the previously negotiated adjustment for fuel, and replace it with the following:

Vendor may assess a fee (the "Fuel Adjustor") on a monthly basis to cover increases in Contractor's costs caused by increases in the cost of diesel fuel over a floor price of \$4.50 per gallon (the "Floor Price") based on the listed average price for diesel fuel for the month of service, as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1A (the "Index") or a successor index. Each month Contractor will assess a Fuel Adjustor whenever the average monthly Index fuel price listed for the month of service (the "Service Month Index Price") exceeds the Floor Price. The Service Month Index Price can be located on the internet at the following web site: <http://www.eia.gov/petroleum/gasdiesel/> and is listed in the spreadsheet link titled "full history".

The Fuel Adjustor will be made according to the following formula:

$$[(\text{Service Month Index Price} / \text{Floor Price}) \times 9\% \times (\text{Base Rate per ton})] - [9\% \times \text{Base Rate per ton}] = \text{Fuel Adjustor, per ton}$$

The following example is provided for clarification and reference purposes only:

Example:

Service Month Index = \$5.000

Floor Price = \$4.500

Base Rate per ton = \$100.63

$$[(\$5.000 / \$4.500) \times 9\% \times \$100.63] - (9\% \times \$100.63) = \$1.01 \text{ per ton}$$

3. The definition for Minimum Load Charge in Article 1.2 A) Definitions: is deleted in its entirety and replaced with the following:

"Minimum Load Charge" means a fee that will be charged whenever the calculated monthly average tons per load (MAT) is less than 28 tons per load. The three (3) loads with the lowest weight each month will be subject to pay the Minimum Load Charge, but for those loads will not be factored into the MAT. MAT shall be calculated using the remaining legally loaded containers, containers loaded in excess of 100,000 pounds shall not be used in calculating the monthly average.

Example:

MAT = 27.5 tons

Monthly Loads Managed = 15

Base Fee = \$100.63

$$(28 \text{ tons/load} - 27.5)(15 \text{ loads})(\$100.63/\text{ton}) = \$754.73$$

4. Section 6.8 Termination for Convenience is added to the Agreement as follows:

*The DISTRICT may terminate this Agreement for convenience upon (90) days advance written notice to the Vendor, provided that the District shall pay to the Vendor all payments due for services provided through the termination date; and reimburse the Vendor at the rate of \$17,000 dollars per month, or part thereof, remaining on the Term of this Agreement within thirty (30) days of such date of termination, provided that the District cannot provide such termination for convenience to be effective prior to July 1<sup>st</sup>, 2026.*

5. Section 7.1 Term of the Agreement is hereby deleted and replaced in its entirety to read as follows:

*This Agreement shall be effective on the latest date of execution hereof (the "Effective Date"). The initial term of this amended agreement shall expire on December 31<sup>st</sup>, 2027. Thereafter, the term shall be automatically extended for additional three (3) year terms, unless either party provides written notice of termination to the other party by personal delivery, express mail or certified or registered mail, return receipt requested, at least six (6) months prior to the expiration of the Initial Term or any subsequent renewal term.*

6. The definition for "Annual Service Fee Escalation Factor" is deleted in its entirety with the following:

*"Annual Service Fee Escalation Factor" means the adjustments to the Service Fee, which shall be made as follows:*

*The Annual Service Fee Escalation Factor in 2023 shall be computed at the anniversary of the Contract Date of this Agreement at a rate equal to Five Dollars (\$5.00) plus the annual percentage increase in the Consumer Price Index, Northeast Area All Urban Consumers for the month of December.*

*The Annual Service Fee Escalation Factor for 2024, and all subsequent years, shall be computed at the anniversary of the Contract Date of this Agreement at the rate of the annual percentage increase in the Consumer Price Index, Northeast Area All Urban Consumers for the month of December.*

7. A new Section 7.18 Change in Law is added as follows

*Section 7.18 Change in Law. Both Parties to this Agreement recognize that changes in any laws, ordinances, or regulatory requirements or guidelines or changes in interpretation or enforcement thereof may cause either party to be subject to a Force majeure event per Section 7.17. However, both Parties recognize that the impact from the passage of Maine Law LD 1911, and LD 1639 is already incorporated into this Agreement, and no Force Majeure event may be declared as a result of the impact of these laws.*

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be signed and effective the date above written.

Portland Water District

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Carrie Lewis  
Its: General Manager

Casella Organics

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Robert Cappadona  
Its: Vice President

DRAFT



## **MEMORANDUM PORTLAND WATER DISTRICT**

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TO: Planning Committee / Board of Trustees

FROM: Christopher Crovo, P.E., Director of Asset Management and Planning

DATE: October 7, 2022

RE: **Planning Committee Meeting – October 17, 2022**

A meeting of the Planning Committee of the Portland Water District Board of Trustees will be held on Monday, October 17, 2022 at 5:30 p.m. at the Nixon Training Center, Portland Water District, 225 Douglass Street, Portland.

### **AGENDA**

**1. Sebago Lake Source Water Quality Presentation**

Staff will provide a presentation about Sebago Lake bacteria monitoring, including some recent and historical data.

**2. Other Business**