

AGENDA
PORTLAND WATER DISTRICT

225 Douglass Street, Portland, Maine

Jeff P. Nixon Training Center

6:00 p.m. on Monday, June 23, 2025

<https://us06web.zoom.us/j/88918776737?pwd=qjo9nWJBjCztN4WHuguW2O5urA03Tc.1>

- | | | |
|-----|--|--------------------------------------|
| 1. | <u>Convene Meeting</u> with Pledge of Allegiance and moment of silence. | President Lunt |
| 2. | <u>Roll Call</u> | Clerk |
| 3a. | <u>Acceptance of Minutes</u> of the Regular Meeting of May 27, 2025 | President Lunt |
| 3b. | <u>Acceptance of Minutes</u> of the Workshop Meeting of June 16, 2025 | President Lunt |
| 4. | <u>Invitation for Public Comment</u> | President Lunt |
| 5. | <u>Reports:</u> | |
| | ▪ Operations Committee Reports | Trustee Crockett |
| | ▪ Planning Committee Reports | Trustee Shaughnessy |
| | ▪ Administration & Finance Committee Reports | Trustee Levinsky |
| | ▪ General Manager's Report | General Manager |
| 6. | <u>New Business</u> | |
| | A. <u>Order 25-013</u> authorizing an amendment to the Water Terms and Conditions. | Administration and Finance Committee |
| | B. <u>Order 25-014</u> authorizing the General Manager to execute Lease Agreements for the use of the property for meter system antennae and related equipment. | Administration and Finance Committee |
| | C. <u>Resolution 25-008</u> recognizing the accomplishments and contributions of retiring Interim General Manager, Christopher Crovo. | President Lunt |
| 7. | <u>Other Business</u> An item may be added to this agenda provided seven trustees vote to waive the rule regarding agendas. | President Lunt |
| 8. | <u>Second Invitation for Public Comment</u> | President Lunt |
| 9. | <u>Trustee Comments</u> | President Lunt |
| 10. | <u>Executive Session</u> 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 |
| 11. | <u>Adjournment</u> | President Lunt |

Donna M. Katsiaficas
Clerk

Portland Water District
Board of Trustees Regular Meeting
June 23, 2025

New Business

Agenda Item 6A-6C

BOARD OF TRUSTEES / AGENDA ITEM SUMMARY

Agenda Item: 6A Order 25-013
Date of Meeting: June 23, 2025
Subject: Water Terms and Conditions Amendment – Backflow Program
Presented By: Ryan Bourque, Water Distribution Manager

RECOMMENDATION

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

ORDERED, that the revision to the Portland Water District's Terms & Conditions of water service, reflecting backflow services being provided by a third-party, is hereby adopted with an effective date of September 1, 2025.

BACKGROUND

Certain customers are required to install a testable backflow device to protect the water system. The device is required to be tested annually. Currently, the District has a custom-built program that allows plumbers hired by the customers to submit their test results. The custom-built program is not working as expected. Staff became aware of the third-party company, VEPO, which has a program that allows test results to be submitted and manages the customer notification process. VEPO assesses an \$18 fee to the plumber who submits the test results. The fee would be split between VEPO (\$15) and PWD (\$3).

Staff recommends that the Water Terms & Conditions be amended as noted below:

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 Health and Human Services rules, the District's formal Cross Connection Control Program, and the Portland Water District Board of Trustees Policy 620. Customers with backflow devices requiring an annual test should submit the backflow test results on a third-party vendor's website designated by the Portland Water District. The third-party vendor will assess a fee of \$18 to the customer.

FISCAL REVIEW / FUNDING

The \$3 fee would generate an estimated \$15,000, covering the administrative cost of the program. Additionally, the change would reduce the time spent on the program by an estimated 300 hours annually. The change avoids the cost of hiring an external programmer to fix the current program.

LEGAL REVIEW

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

CONCLUSION(S)

Staff recommends that the Committee recommend forwarding to the full Board for its consideration. The Committee recommended that the proposed motion be forwarded to the full Board.

ATTACHMENT(S)

A. VEPO Program details

VEPO Solutions







Background:

VEPO Solutions, located in Astoria, NY, is a software and services company focused on providing innovative solutions to Utilities. VEPO Solutions has three separate business units.

1. VEPO Metering installs Meters & Advanced Metering Infrastructure (AMI) Systems. They are installing the new meters for the Portland Water District's meter change project.
2. VPie offers Utilities a Work Order and Asset Management System and the ability to outsource the management of their Meter Data Management Software (MDM).
3. CrossConnex has developed software and a mobile app to administer back-flow management. Our software makes it simple for the Water Utility to report, archive, and communicate with backflow customers yearly, as increased mandatory pressure is placed on Water Utilities across the country to be compliant.

Our team of professionals has over 40+ years of experience in the utilities industry and many additional years of experience managing technology/service companies. VEPO Solutions looks forward to discussing how we can help develop the best solutions for your utility.

CrossConnex Product:

<div></div> <p>Backflow Management Software for Your Water Utility Ensuring Quality Water and Achieving 100% Compliance!</p> <ul style="list-style-type: none">✓ Cloud-Based and Mobile App Software (all others are web-based)✓ Real-Time Dashboards with Key Performance Indicators✓ Reduce Costs of Administration, Paper, Envelopes, and Postage✓ Eliminate Handwritten Tests and Manual Data Entry✓ Generate Revenue from Your Backflow Program✓ Automated Database Updates if Devices are Added or Changed✓ Powerful Communication Platform - Email, Text, & Voice Blast✓ Communications History - Track all Customer Notifications✓ Generate Customized Reports Meeting Exact State Requirements✓ Customer Portal – Customers View Test History✓ Customer Info Update Page – Customers Provide Email, Cell, Etc✓ Native Mobile App - No Wi-Fi or Cellular Service Required✓ Create Test Form with Customized Questions and Utility Logo✓ Create Field Survey Form with Customized Questions✓ Integrate with CIS and other 3rd Party Software, API Available <div></div> <p>Save Money Save Time</p>	<div><h3>SERVICES</h3></div> <table border="1"><tr><th>Complete Record Keeping</th><th>Reporting</th><th>Backflow Analytics</th></tr><tr><td><ul style="list-style-type: none">• Capture all account info and test results for every backflow device• Create and archive required Department of Health forms electronically• Monitor maintenance and repairs made to devices• Record number of backflow preventers & tests completed on each backflow device• Track annual backflow device test dates</td><td><ul style="list-style-type: none">• Backflow device accounts completed, not completed, past due, etc.• Dashboard views• History of backflow device tests completed by location and type• Backflow test locations, scheduled tests, repairs made• Backflow device account numbers, locations, and payments• Annual, semi-annual, or more frequent reporting</td><td><ul style="list-style-type: none">• Monitor backflow models and failure rates• Track test reports and testers to ensure proper tests are conducted• Predictive Failures• Identify common areas of failure</td></tr></table>	Complete Record Keeping	Reporting	Backflow Analytics	<ul style="list-style-type: none">• Capture all account info and test results for every backflow device• Create and archive required Department of Health forms electronically• Monitor maintenance and repairs made to devices• Record number of backflow preventers & tests completed on each backflow device• Track annual backflow device test dates	<ul style="list-style-type: none">• Backflow device accounts completed, not completed, past due, etc.• Dashboard views• History of backflow device tests completed by location and type• Backflow test locations, scheduled tests, repairs made• Backflow device account numbers, locations, and payments• Annual, semi-annual, or more frequent reporting	<ul style="list-style-type: none">• Monitor backflow models and failure rates• Track test reports and testers to ensure proper tests are conducted• Predictive Failures• Identify common areas of failure
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<div><h3>BENEFITS</h3></div> <table border="1"><tr><th>Save Money</th><th>Save Time</th><th>Full Compliance</th></tr><tr><td><ul style="list-style-type: none">• NO CHARGE to utility for backflow software• No human capital required• Notify customers when a backflow test is required</td><td><ul style="list-style-type: none">• File all backflow test paperwork with appropriate regulatory agencies• Utility not required to contact backflow customers• Testers schedule all backflow test appointments</td><td><ul style="list-style-type: none">• Fully prepared annual or semi-annual backflow test reports• Track all backflow devices• Archive all reports and backflow test forms</td></tr></table>		Save Money	Save Time	Full Compliance	<ul style="list-style-type: none">• NO CHARGE to utility for backflow software• No human capital required• Notify customers when a backflow test is required	<ul style="list-style-type: none">• File all backflow test paperwork with appropriate regulatory agencies• Utility not required to contact backflow customers• Testers schedule all backflow test appointments	<ul style="list-style-type: none">• Fully prepared annual or semi-annual backflow test reports• Track all backflow devices• Archive all reports and backflow test forms
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BOARD OF TRUSTEES / AGENDA ITEM SUMMARY

Agenda Item: 6B Order 25-014
Date of Meeting: June 23, 2025
Subject: Meter System Antennae Lease Agreements
Presented By: Peter Cutrone, Project Manager

RECOMMENDATION

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

ORDERED, The General Manager is authorized to execute Lease Agreements in substantial form as attached hereto, for the use of the property for meter system antennae and related equipment; and

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

BACKGROUND ANALYSIS

At the January 27, 2025, meeting, the Board authorized a meter replacement project (Order 25-001). The project included moving to an Advanced Meter Infrastructure (AMI) system for reading water meters. An AMI system uses a number of antennas and data collectors to communicate with the meter radios. Several antennas will be at third parties' properties, requiring a lease agreement. PWD's goal is to have similar leases with each entity for ease of administration. The agreement will outline use of the tower, length of term and renewal, responsibilities, and termination.

Lease agreements will be needed in the following locations:

- Scarborough: Public Safety Building, 275 US Route 1
- Windham: Public Works Building, 185 Windham Center Rd
- Portland: Munjoy Hill Fire Station, 134 Congress St
- Ocean Gateway Garage, 167 Fore St, Portland

Additional lease locations may be required.

FISCAL REVIEW / FUNDING

The annual lease payments will vary between \$1 and \$3,000. Scarborough also requested a 3% annual escalator for the 20 year lease term.

LEGAL REVIEW

Corporation Counsel developed the attached lease agreement template.

CONCLUSION(S)

Staff recommends that the Committee approve the proposed motion for forwarding to the full Board for consideration. The Committee voted to forward the motion to the full Board.

ATTACHMENT(S)

Attachment A Image 1: Map of Lease Agreement Locations
Attachment B Image 2 – 4: Location Pictures
Attachment C Lease Agreement Template

Image 1. Map of Lease Agreement Locations

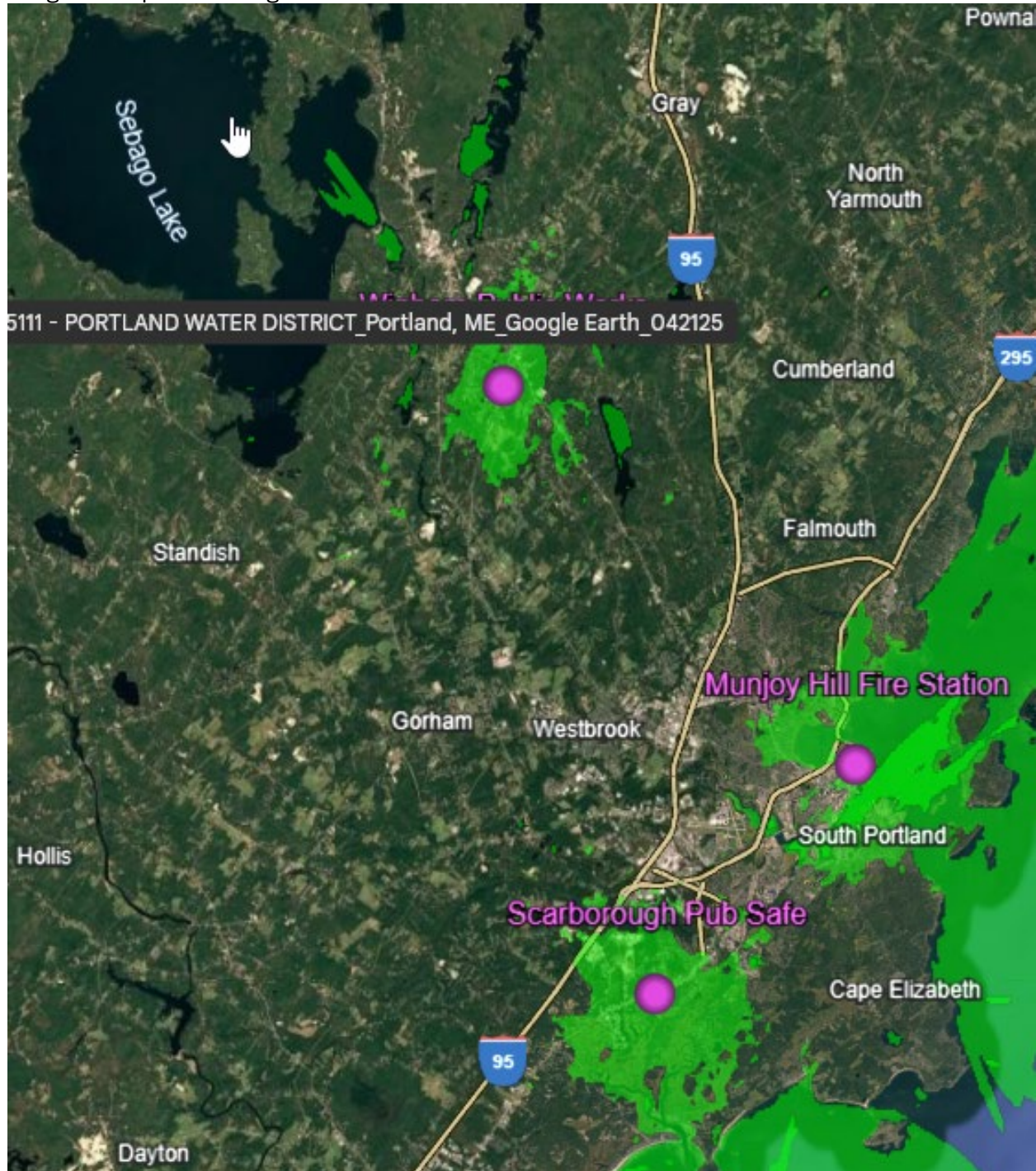


Image 2: Scarborough Public Works



Image 3: Windham Public Works



Image 4: Munjoy Hill FS, Portland



Ocean Gateway Garage



LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into the ____ day of May, 2025 by and between, **PORTLAND WATER DISTRICT**, a quasi-municipal corporation with a business address of 225 Douglas Street, Portland, Maine (hereinafter referred to as "PWD") and the **TOWN of WINDHAM**, a municipal corporation with a principal office at 8 School Road, Windham, Maine 04062, hereinafter referred to as "Town".

WITNESSETH

WHEREAS, the TOWN owns and operates a tower on a public works building located at 185 Center Road in Windham (hereinafter the "Tower"); and

WHEREAS, PWD wishes to install a 9 foot tall antenna on the Tower in order to transmit meter information and a data collection unit; and

WHEREAS; the TOWN is willing to permit location of said antenna upon the Tower and a data collection unit located outside near the base of the Tower;

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

LEASE AGREEMENT

1. **PREMISES.** The TOWN hereby grants, demises and leases to PWD certain area located on the TOWN's Tower which area shall include sufficient space at the necessary height for the location of an antenna, and a data collection unit, together with the right for access and the installation and maintenance of equipment and wires (collectively referred to hereinafter as the "Premises"); and further together with the non-exclusive right for ingress and egress to the Premises, seven (7) days a week, twenty-four (24) hours a day for the purpose of installation and maintenance of the antenna. The location of the antenna on the Tower and the data collection unit shall not interfere with the TOWN's primary use of the Tower.

The locations and descriptions of the Premises is as shown on Exhibit A attached hereto and incorporated herein.

PWD shall provide the TOWN with notice whenever it intends to access the Premises. Access shall be subject to an escort if required. Notification hereunder may be done by telephone or email to such person as may be designated by the TOWN or in person.

2. **TERM; RENT**

a. The initial term of this Agreement shall be for twenty (20) years and shall commence on the execution date of this Agreement.

b. In recognition of the public need for this antenna, the rental payments hereunder will be One Dollar (\$1.00) per year.

3. **EXTENSIONS; TERMINATION FOR CONVENIENCE.** PWD may request up to ____ additional ____ year terms under this Agreement. No less than three (3) months prior to the end of each ____ year term of this lease, PWD shall provide the TOWN written notice of whether it wishes to renew

this Agreement for an additional ____ (____) year term, which extension shall be granted subject to good faith negotiation of terms for such extension, so long as PWD is not in default hereunder.

Notwithstanding anything herein to the contrary, throughout the term of this Lease, PWD and the TOWN reserve the right to terminate this Lease agreement for its convenience and within its discretion upon ninety (90) days prior written notice to the other party. Upon such termination, this Agreement shall become null and void and the Parties shall have no further obligations to each other, except as provided in Section 23 herein.

5. USE. PWD shall use the Premises for the purpose of installing, maintaining and operating an antenna for the transmission and reception of meter information, and for the installation, maintenance and operation of a data collection unit. All improvements shall be at PWD's expense. PWD shall have the right to replace, repair, add or otherwise modify the antenna and data collection unit during the term of this Agreement, so long as such replacement, repair, addition or modification does not result in an adverse impact on the TOWN's use of the Tower and NOC. PWD will maintain the Premises in good condition, reasonable wear and tear excepted. In the event that major structural repairs are required to the Tower, PWD will be notified, and will be assessed a cost of repair equivalent to its proportionate use of the Tower. PWD will not be responsible for such assessment if, within 30 days after receipt of notice of the assessment, PWD exercises its right to terminate this Agreement for its convenience under section 3 above.

6. INDEMNIFICATION. To the fullest extent permitted by law, PWD shall defend, indemnify and hold harmless the TOWN, its officers, agents and employees, at all times from any claims, liability, losses, costs, expenses (including, without limitation, reasonable attorney's fees) fines, damages or judgments, just or unjust, that arise out of or are caused by any act or omission of PWD, its partners or members, agents, invitees, contractors, subcontractors, or employees, which claims arise out of or result from the activities hereunder, said claims to include, without being limited to, claims for personal injury, death, or property damage, including injury or damage to TOWN employees or property; and claims based upon violation of any environmental law or regulation governing hazardous substances. Such obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the TOWN that otherwise exists. The extent of the indemnification provision shall not be limited by the provision for insurance in this Agreement. PWD's obligations under this paragraph shall survive termination of this Agreement.

Notwithstanding the foregoing, PWD's obligation of indemnification hereunder shall be subject to the defenses, immunities, and limitations of liability under the Maine Tort Claims Act, 14 M.R.S.A. Sec. 8101 et. seq., other applicable state or federal law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the PWD. Nothing herein is intended, nor shall it be deemed, to modify, waive or amend any immunity or limitation of liability available to TOWN and PWD under the Maine Tort Claims Act, 14 M.R.S.A. Sec. 8101 et. seq., other applicable state or federal law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the TOWN or PWD.

7. LIENS. Any mechanic's lien filed against the Premises or TOWN's property by reason of any work done by or on behalf of PWD under this Lease Agreement, or any liens resulting from PWD's activities under this Lease Agreement, shall be promptly discharged by PWD, at its own expense, by bonding or otherwise. If PWD should fail to discharge any such lien, the TOWN may do so at TOWN's expense, and PWD shall promptly reimburse the TOWN its reasonable costs and expenses in so doing.

8. INSURANCE. Prior to the execution of this Agreement, PWD and any of its subcontractors hired to complete work necessary under this Agreement will procure and maintain: Occurrence-based Commercial General Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage; Occurrence-based Automobiles Liability Insurance Coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damages; Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against the TOWN, its officers or employees. With respect to the Commercial General Liability and Automobile Liability Insurance, PWD and its subcontractors shall name the TOWN as an additional insured for coverage for claims for which the TOWN does not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in

14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the TOWN under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the TOWN. Policies required herein shall be primary and noncontributory. Prior to execution of this Agreement, PWD shall furnish the TOWN and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the TOWN of termination of insurance from the insurance provider or agent. PWD shall also provide a copy of any endorsement naming the TOWN as additional insured. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the TOWN, its officers or employees. The TOWN's acceptance or lack of acceptance of PWD's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the PWD's obligation to obtain and maintain such insurance as required by this Agreement.

9. INTERFERENCE. PWD will operate in compliance with a broadcast license issued by the FCC for its antenna and agrees to have installed equipment that is in compliance with said license. It is anticipated that the equipment is of the type and frequency which will not cause measurable or observed interference to the equipment of the TOWN which equipment exists as of the date this Agreement is executed. In the event PWD's antenna causes such interference, and after the TOWN has notified PWD of such interference, PWD will promptly take all steps it can reasonably take to correct and eliminate the interference. PWD's operations hereunder shall be subordinate to the operation of any equipment required for PWD's operations.

In the event that the interference cannot be corrected or eliminated, this lease may be terminated immediately upon written notice provided to PWD by the TOWN.

10. REMOVAL UPON TERMINATION. PWD, upon termination of the Agreement, shall, within thirty (30) days, remove its equipment, fixtures and all personal property and restore the Premises to its condition at the time this Agreement was executed, reasonable wear and tear excepted. The TOWN agrees and acknowledges that all of the equipment, fixtures and personal property of PWD shall remain the personal property of PWD and PWD shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such removal is not completed with thirty (30) days of termination, the TOWN serves the right to remove PWD's property and to dispose of it as the TOWN deems fit. PWD shall be liable to the TOWN for all reasonable expenses incurred by the TOWN by reason of PWD's failure to remove its property in a timely manner hereunder.

11. RIGHTS OF PWD UPON SALE. Should the TOWN, at any time during the term of this Agreement, decide to sell, assign or lease all or any part of the Tower, such sale, assignment or lease shall be under and subject to this Agreement and PWD's rights hereunder shall continue.

12. QUIET ENJOYMENT. The TOWN covenants that PWD, on paying the rent and performing covenants hereunder, shall peaceably and quietly have, hold and enjoy the Premises, subject, however, to the operational needs of the TOWN.

13. TITLE. The TOWN covenants that TOWN has good and sufficient title and interest to the Tower and have full authority to enter into and execute this Agreement. The TOWN further covenants that there are no other liens, judgments or impediments of title on the Tower, or affecting the TOWN's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by PWD as set forth above, subject to compliance with all applicable permitting requirements, and to compliance with all applicable federal, state and local laws and regulations governing PWD's installation of its equipment and use and occupancy of the Premises.

14. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between PWD and TOWN and that no verbal or oral agreements, promises or understandings shall be binding upon either the PWD or TOWN in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such

finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of any Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

15. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maine.

16. ASSIGNMENT. This Agreement may not be encumbered, sold, assigned or transferred without the written consent of the TOWN.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

TOWN : Town Manager
 Town of Windham
 8 School Rd.
 Windham Maine 04062

With a copy to:

PWD: General Manager
 Portland Water District
 225 Douglas Street
 Portland, ME 04104
 Attn: Corporation Counsel

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

18. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

19. DEFAULT. In the event there is a default by PWD with respect to any of the provisions of this Agreement or its obligations under it, the TOWN shall give PWD written notice of such default. After receipt of such written notice, PWD shall have thirty (30) days in which to cure any default, provided PWD shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and PWD commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The TOWN may not maintain any action or effect any remedies for default against PWD unless and until PWD has failed to cure the same within the time periods provided in this paragraph, in which event the TOWN may, in addition to any other remedies available at law or in equity, terminate this Agreement immediately upon written notice or demand to PWD and enter onto and take possession of the leased Premises. PWD shall continue to be liable to the TOWN for all rent due hereunder and any loss and expenses incurred by the TOWN by reason of such default or termination. PWD's property shall be removed as provided in Section 10. Notwithstanding anything herein to the contrary, neither party shall be liable hereunder for any consequential or exemplary damages as a result of default and termination of this Agreement.

20. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Tower is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt PWD's operations at the Premises for more than forty-five (45) days, then PWD may at any time following such fire or other casualty, provided the TOWN has not completed the restoration required to permit PWD to resume its operation at the Premises, terminate this Lease upon fifteen (15) days written notice to the TOWN. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease.

21. COMPLIANCE WITH APPLICABLE LAWS. During the Term and any Extension Term hereunder, PWD shall, at its own cost and expense, promptly observe and comply with all existing and future laws, ordinances, rules and regulations of the Federal, State, County and Town and City Governments, as well as any other government authority having jurisdiction over the Premises or any part thereof, applicable to PWD's equipment, use and occupancy of the Premises, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future. TOWN shall have no responsibility for PWD's compliance with laws, ordinance, rules, regulations or requirement of any types of any Federal, State, County or municipal agency, and PWD shall pay all reasonable costs and expenses which may arise out of or be imposed on TOWN because of the failure of PWD to comply with the requirements of this Section.

23. SURVIVAL. The provisions of the Agreement relating to indemnification, liens and insurance shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

24. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

WITNESS

PORTLAND WATER DISTRICT

By: _____

(Print or type name)

Title: _____

WITNESS

TOWN: TOWN OF WINDHAM

By: _____
Town Manager

Exhibit A



**RESOLUTION
PORTLAND WATER DISTRICT
BOARD OF TRUSTEES**

WHEREAS, Christopher Crovo joined the Portland Water District in 1998 as the Director of Operations and will soon retire; and

WHEREAS, Christopher Crovo was promoted to Executive Director of Planning and Asset Management in 2001, and Interim General Manager in 2024, and

WHEREAS, Christopher Crovo has been instrumental in transforming the Portland Water District's asset management approach from reactive to proactive, leading the successful implementation of a new Enterprise Asset Management (EAM) system, and positioning the Portland Water District as an industry leader in best practices for asset management;

WHEREAS, Christopher Crovo has represented the Portland Water District on the Southern Maine Regional Water Council since 2010, and

WHEREAS, Christopher Crovo selflessly delayed his planned retirement to provide critical leadership and stability during a period of significant transition at the Portland Water District;

WHEREAS, Christopher Crovo's steady presence and institutional knowledge helped guide the organization through a turbulent time, ensuring continuity of service and reinforcing confidence among employees and stakeholders alike;

WHEREAS, Christopher Crovo is widely admired for his approachable leadership style, quick wit, and sense of humor, which fostered strong relationships across all levels of the organization and made him a respected and well-liked colleague,

NOW THEREFORE BE IT RESOLVED that the Board of Trustees recognizes the efforts of Christopher Crovo and extends its appreciation on behalf of all PWD member communities, customers, and staff for his dedication and professionalism.

Attest:
Donna M. Katsiaficas
Clerk

William M, Lunt, III
President