



## **WORKSHOP MEETING BOARD OF TRUSTEES**

225 Douglass Street, Portland, Maine  
Jeff P. Nixon Training Center  
6:30 p.m. on Tuesday, October 14, 2025

There will be a Workshop Meeting of the Board of Trustees of the Portland Water District on Tuesday, October 14, 2025. The meeting will begin at 6:30 p.m. in the Nixon Training Center at the general offices of the District located at 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 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. **East End Wastewater Treatment Facility Project Update**

PWD staff will provide an update on the active project to replace the EEWWTF secondary clarifier mechanisms and primary gallery equipment. This began as an emergency project to address failing equipment and has been ongoing since 2023, with an expected completion before the end of 2025.

2. **Other Business**

3. **Adjourn**



## **MEMORANDUM PORTLAND WATER DISTRICT**

---

TO: Administration and Finance Committee/Board of Trustees

FROM: David Kane, Executive Director of Administration  
Manny Archibald, Director of Employee Services

DATE: October 7, 2025

RE: **Administration and Finance Committee Meeting – October 14, 2025**

A meeting of the Administration and Finance Committee of the Portland Water District Board of Trustees will be held on Tuesday, October 14, 2025, at 5:30 p.m., in the Monie Conference Room of the District, 225 Douglass Street, Portland, Maine.

### **AGENDA**

1. **Water Terms and Conditions and Non-Tariff Fees**  
Staff will review proposed changes to the District's Terms and Conditions. (See attached memo).
2. **Non-Tariff Fees**  
Staff will review proposed changes to the District's Non-Tariff Fees (See attached memo).
3. **Employee Benefit Program**  
Mr. Manny Archibald, Director of Employee Services, will give an overview of the updated 2026 employee benefits program and associated costs.
4. **Other Business**

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

Agenda Item: 1  
Date of Meeting: October 14, 2025  
Subject: 2026 Water Terms and Conditions  
Presented By: David Kane, Executive Director of Administration

---

### **RECOMMENDATION**

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

ORDERED, that the revisions to the Portland Water District's Terms & Conditions of water service, attached hereto and incorporated herein by reference, are hereby adopted with an effective date of January 1, 2026.

**(IF THE COMMITTEE VOTES TO FORWARD TO THE FULL BOARD IT WILL BE PRESENTED TO THE FULL BOARD AT THE NOVEMBER 24, 2025 MEETING.)**

### **BACKGROUND**

The Water Terms and Conditions (T&C) are reviewed annually as part of the budget process, and the fees are updated to reflect actual costs. The last fee update was approved on November 25, 2024 (Order 24-030). Because the District was granted a waiver from the Public Utilities Commission from rate-related filings, the T&C changes need only Board approval.

The changes being proposed include the following:

- Updating fees to current costs. All fees include an additional amount to cover supervisor and office-related costs.
- Section 315: A new fee to cover the third-party cost related to backflow tests done by District's staff.
- Section 321: Amending the frequency of testing the accuracy of meters.

### **FISCAL REVIEW / FUNDING**

The changes will result in estimated water revenues and capital fees of \$48,829 and \$32,120, respectively. (See Attachment B for details)

### **LEGAL REVIEW**

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

### **CONCLUSION(S)**

Staff recommends forwarding the motion to the Board of Trustees.

### **ATTACHMENT(S)**

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

## TERMS & CONDITIONS

Filed at the Office of the Public Utilities Commission  
As Amended January 1, 202~~6~~<sup>5</sup>

### **PORTLAND WATER DISTRICT**

225 Douglass Street, Portland, Maine

Effective Date: ~~January~~September 1, 202~~6~~<sup>5</sup>  
PWD Order 25-~~XXX~~<sup>0</sup>13

By: David Kane, Treasurer

**TERMS & CONDITIONS**

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

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

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

**REVISION TABLE**

| Date      | PWD Motion        | Sections               | Description                                                                                         |
|-----------|-------------------|------------------------|-----------------------------------------------------------------------------------------------------|
| 4/1/22    | Resolution 22-005 | Entire Document        | Restatement of T&C issued.                                                                          |
| 1/1/23    | Order 22-046      | Sheets 2,6,12,15-20    | Updating fees to current costs                                                                      |
| 1/1/24    | Order 23-040      | Sheets 3, 7, 12, 14-20 | Updating fees to current costs                                                                      |
| 1/1/25    | Order 24-030      | Sheet 14               | Add 370 Ground Wire Attachments,<br>Modify Hydrant meter fees                                       |
| 1/1/25    | Order 24-030      | Sheets 2, 6, 12, 14-20 | Updating fees to current costs                                                                      |
| 6/23/2025 | Order 25-013      | Sheet 11               | Updating Backflow section to allow<br>third-party to provide test reporting site<br>and assess fee. |
| 1/1/2026  | Order 25-XXX      | Sheets 2, 6, 12, 14-20 | Updating Fees, Meter Test Period, PWD<br>Backflow test included third-party fee                     |
|           |                   |                        |                                                                                                     |
|           |                   |                        |                                                                                                     |

PORTLAND WATER  
DISTRICT

TERMS & CONDITIONS

SHEET 16.1  
Original 1/1/2024

Formatted: Tab stops: 2.58", Left

Formatted: Tab stops: 0.94", Left + Not at 1.02"

**TERMS & CONDITIONS**

**Table of Contents**

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

## **SECTION 100 - GENERAL**

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

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

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

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

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

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

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

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

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

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

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

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

**Section 150. Unauthorized Use of Water**

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

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

If District personnel expend time investigating and documenting a diversion of water by a customer, the customer shall be responsible for all documented costs of investigation and adjustment incurred by the District, unless fees are otherwise recovered pursuant to 35-A M.R.S. § ~~2705~~2706. 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 ~~\$22,202~~\$25.00 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 ~~\$324~~\$1.00.

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

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

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

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

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

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

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

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

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

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

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

**Section 235.1. Policy**

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

**Section 235.2. Definitions**

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

**Section 235.3. Billing**

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

**TERMS & CONDITIONS**

**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.

**TERMS & CONDITIONS**

**Section 240. Rebate Policy**

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

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

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

**Section 242. Charge for Payments Returned**

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

**Section 243. Interruption of Service**

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

**Section 250. Deposits**

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

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

## **SECTION 300 - SERVICE STANDARDS**

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

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

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

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

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

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

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

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

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

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

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

**Section 315. Cross-Connections**

No cross connection between the public water supply and any other supply will be allowed unless properly protected and supervised in accordance with the Department of Human Services rules, the District's formal Cross Connection Control Program, and the Portland Water District Board of Trustees Policy 620. 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. For backflow tests done by District staff, the \$18 fee will be included in the fixed fee collected in Section 410.

**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.

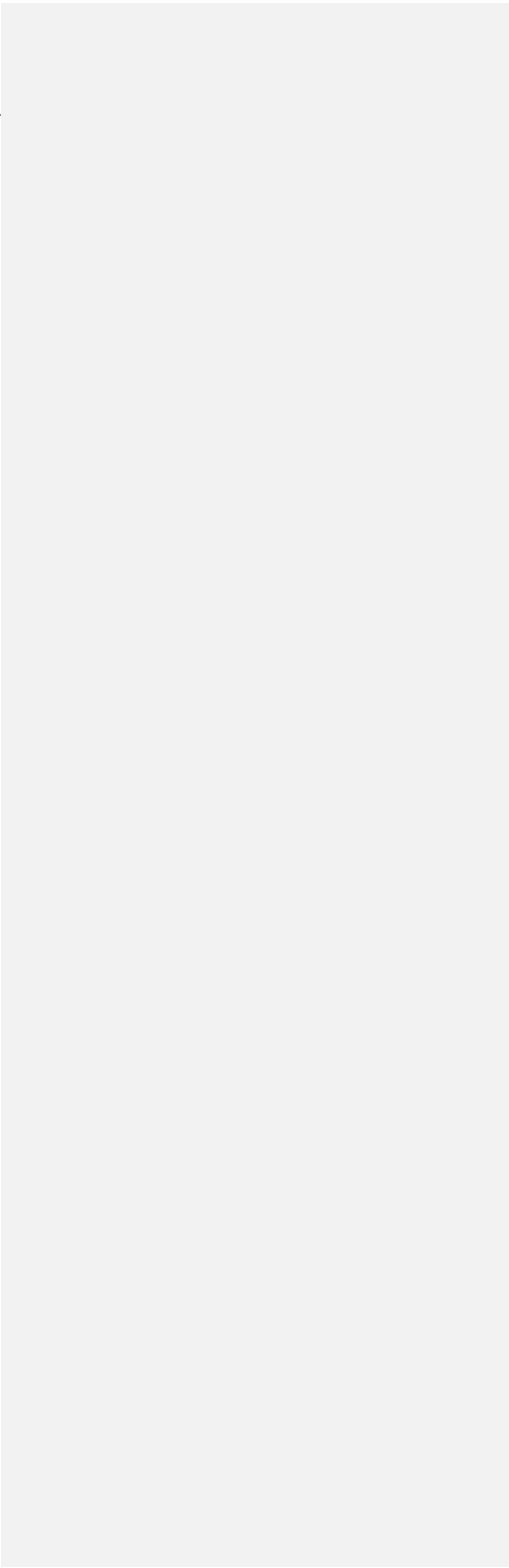
PORTLAND WATER  
DISTRICT

TERMS & CONDITIONS

SHEET 16.1  
Original 1/1/2024

Effective Date: April 1, 2022  
PWD Resolution 22-005

By: David Kane, Treasurer



**Section 321. Meter Maintenance and Accuracy**

The District has a program that repairs, tests, and replaces(if necessary) all meter sizes ~~determined by manufacturer warranties, specifications, and limits. on the following service periods:~~

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

Meters are tested in conformance with Section 3G. of the District's Water Service Standards Policy enacted by the Board of Trustees. Customer requests to test a water meter for accuracy are accommodated by the District without charge once every 18 months. More frequent tests of meters larger than two inch are at the customer's expense based on the District's actual costs. More frequent tests of meters two- inch or smaller are subject to a ~~\$215~~~~478~~.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.

PORTLAND WATER  
DISTRICT

TERMS & CONDITIONS

SHEET 16.1  
Original 1/1/2024

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

Effective Date: April 1, 2022  
PWD Resolution 22-005

By: David Kane, Treasurer

**TERMS & CONDITIONS**

**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 \$~~265~~<sup>27</sup>.00 if installed and removed during normal business hours and \$~~4463~~<sup>85</sup>.00 if installed during non-business hours. The \$~~265.00~~<sup>27</sup> fee includes up to one month of hydrant meter use. A monthly fee of \$45 will be charged for each additional month of use.

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

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

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

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

#### **Section 370. Ground Wire Attachments**

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

## SECTION 400 - SERVICE PROVISIONS

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

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

- **Service Administration Fee.** All services in a New Service project shall carry a non-refundable \$~~145~~<sup>18</sup>.00 application fee.
- **Planning and Engineering Fee (New Service Project).** Applicants for new service projects shall be responsible for a Planning and Engineering fee equal to \$~~151~~<sup>26</sup>.00 per service.
- **Inspection Fee/Deposit.** The Applicant shall provide a deposit for the cost of inspection of the installation of the new service. Depending on the size of the new service, and how many services are be installed in the project, the fee will either be a flat rate or actual cost, as defined below.
  - **Flat Rate (Fee).** All new services that are 2-inches or less in diameter and that are the only service installed in a project will carry a Flat Rate fee of \$~~425~~<sup>346</sup>.00 for inspection.
  - **Actual Cost (Deposit).** All new services that are greater than 2-inches in diameter and/or those that are one of multiple services installed as part of a project shall be inspected at actual cost. Actual cost will be calculated by taking the actual number of hours multiplied by \$ ~~90.00~~<sup>86</sup>. 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 fee or deposit for the cost of installing the meter for all new domestic services where the meter is not to be installed in a small diameter meter pit. The size of the new meter shall determine if a fee or deposit is required.
  - **Flat Rate (Fee).** All new meters that are 2-inches and smaller and that are not being installed in a confined space meter pit/vault will carry a Flat Rate fee of ~~\$77~~63.00 for installation.
  - **Actual Cost (Deposit).** All new meters that are greater than 2-inches and/or those that are being installed in a confined space meter pit/vault shall be installed at actual cost. If the meter is to be installed in a large diameter meter pit or vault, inspection of that pit/vault prior to meter installation shall be included in the actual cost time.
- **Water Sample Fee.** New domestic services that are 2-inches or greater in diameter require a water sample. This also applies to domestic services installed in a parent/child configuration (i.e., a new domestic service that takes from a fire service rather than a water main). The cost of that water sample shall be \$1~~35.49~~.00, to be provided by the Applicant.
- **Small Meter Installation in Small Diameter Meter Pit Fee.** All new domestic services that require a small diameter (2-inches and smaller) meter to be installed in a small diameter confined space meter pit shall carry a \$1~~99~~53.00 fee to install the meter. This fee shall include the inspection of the meter pit prior to installation of the meter.
- **Fire Service Activation Fee.** All new fire services that are installed carry a \$1~~63~~36.00 fee to activate the service.
- **Private Hydrant Inspection Deposit.** New private fire hydrants installed on fire services must be inspected by the District prior to activation of the hydrant. This inspection time shall carry a fee of \$~~63~~77.00.
- **Initial Backflow Inspection Fee.** All new Backflow Prevention Devices must be inspected prior to service activation. The District will perform the initial test of the device at the time of service activation and meter set. The inspection shall carry a fee of \$~~63~~95.00.

- **Maine Department of Transportation (DOT) Highway Opening & Utility Location Permit Fee.** All fees associated to permits required to install a new water service in a State Highway shall be assessed by the District to the Applicant
- **Inspection of new Public Infrastructure Deposit.** Occasionally a new service project will include the installation, removal, or relocation of public infrastructure (e.g., relocation of an existing hydrant). Inspection of this portion of a project is tracked separately and is assessed at actual cost. Actual cost will be calculated by taking the actual number of hours multiplied by \$ ~~90.00~~<sup>86</sup>.
- **Installation of Services as Part of a District Renewal Project Fee.** During a District organized water main renewal project, property owners who have frontage on the water main being renewed may request new services to their properties be added to the project. Addition of these services to the project is at the discretion of the District and their Contractor. If these services are added to the project, the cost of installation shall be determined by the District's Contractor and assessed to the Applicant through the Application.
- **Customer Contribution Fee.** As outlined in Portland Water District Board of Trustees Policy 650, new services installed on water mains that are less than 10-years old carry a Customer Contribution Fee. This fee is to be determined by the District per Policy 650 and assessed to the Applicant, to then be conveyed back to the original Developer of the water main.

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

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

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

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

- **Main Extension Administration Fee.** All new main extension projects shall carry a non-refundable \$1,~~713~~<sup>401</sup>.00 application fee.

PORTLAND WATER  
DISTRICT

TERMS & CONDITIONS

SHEET 16.1  
Original 1/1/2024

Effective Date: April 1, 2022  
PWD Resolution 22-005

By: David Kane, Treasurer

- **Planning and Engineering Fee (Main Extension Project).** Applicants for main extension projects shall be responsible for a Planning and Engineering fee equal to ~~\$68838~~.00 per work day spent assisting in the design and plan review of the project.
- **Service Line Admin Fee (Main Extension Project).** All new services in a Main Extension project shall carry a non-refundable ~~\$3126~~.00 admin fee.
- **Inspection Deposit.** The Applicant shall provide a deposit for the cost of inspection of the main extension installation. The deposit shall be assessed against actual cost. Actual cost will be calculated by taking the actual number of hours multiplied by ~~\$9086~~.00.
- **Valve Box Deposit.** Applicants shall provide a \$25.00 deposit for each valve box installed as part of a main extension project, to be returned at final inspection if the valve boxes are appropriately raised.
- **Fire Protection Deposit.** Applicants shall provide a Fire Protection Deposit related to the portion of the water main installed without a public hydrant. The Deposit shall be \$8.00 per linear foot in Scarborough and Raymond, and \$4.00 in all other municipalities in the PWD Service Area.

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

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

When the District is notified during Normal Business Hours<sup>1</sup> to disconnect or restore service or is requested to restore service during Normal Business Hours, a fee of ~~\$548~~.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 ~~\$6054~~.00 per hour with a minimum charge of ~~\$15327~~.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 |                                                              |                                         |
| Not in Pit          | <del>\$77</del> 63.00 + cost of meter                        | <del>\$222</del> 485.00 + cost of meter |
| In Pit              | <del>\$199</del> 53.00 + cost of meter                       | <del>\$59</del> 03.00 + 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 430 of these Terms and Conditions. If the customer does not have the ability to provide access to the meter, the fee shall not be charged. The fee shall be refunded to the customer if another customer takes responsibility for the account or the meter is retrieved subsequently.

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

**Section 450. Temporary Water Service**

A customer can apply for temporary water service in support of project delivery. Temporary service will be established from the customer's domestic water service line only. The District will supply the temporary service assembly for the customer to install and maintain once service line installation and passing of pressure and purity tests is complete. The customer will be charged for the water consumption in addition to an inspection fee of \$~~1362~~65.00 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 \$~~338284~~.00. For each additional hydrant flow test concurrently administered at the same site, an additional \$~~564~~.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.

**TERMS & CONDITIONS**

**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.

Portland Water District  
Terms and Conditions Fee Changes

| <u>Description</u>                                                    | <u>2025</u> | <u>2026</u> | <u>2026 #</u><br><u>Estimate</u> | <u>Revenue</u><br><u>Change</u> | <u>Total Revenue</u><br><u>2026</u> |
|-----------------------------------------------------------------------|-------------|-------------|----------------------------------|---------------------------------|-------------------------------------|
| Collection Charge for Past Due Bills                                  | \$ 32.00    | \$ 41.00    | 731                              | \$ 6,579                        | \$ 29,971.00                        |
| Collection Charge for Tenant Postings                                 | \$ 100.00   | \$ 100.00   | 992                              | \$ -                            | \$ 99,200.00                        |
| Restoration of Service: TOBH                                          | \$ 48.00    | \$ 58.00    | 1654                             | \$ 16,540                       | \$ 95,932.00                        |
| Restoration of Service: TOAH, Other Hours that Exceeds Minimum Charge | \$ 54.00    | \$ 60.00    | 117                              | \$ 702                          | \$ 7,020.00                         |
| Restoration of Service: TOAH                                          | \$ 127.00   | \$ 153.00   | 117                              | \$ 3,042                        | \$ 17,901.00                        |
| Lien for Multi-unit                                                   | \$ 58.00    | \$ 58.00    | 0                                | \$ -                            | \$ -                                |
| Charge for Returned Check, including incorrect bank information       | \$ 5.00     | \$ 5.00     | 1698                             | \$ -                            | \$ 8,490.00                         |
| Incorrect Bank information                                            | \$ 5.00     | \$ 5.00     | 145                              | \$ -                            | \$ 725.00                           |
| Cross Connection Backflow                                             | \$ 63.00    | \$ 95.00    | 100                              | \$ 3,200                        | \$ 9,500.00                         |
|                                                                       | \$ -        | \$ -        | 100                              | \$ -                            | \$ -                                |
| Hydrant Flow Test                                                     | \$ 281.00   | \$ 338.00   | 40                               | \$ 2,280                        | \$ 13,520.00                        |
|                                                                       | \$ 51.00    | \$ 56.00    | 5                                | \$ 25                           | \$ 280.00                           |
| Replace Meter (admin fee not including meter cost)                    |             |             |                                  | \$ -                            |                                     |
| Backflow Admin Charge for VEPO Services, add to VEPO \$15             | \$ 3.00     | \$ 3.00     | 3000                             | \$ -                            | \$ 9,000.00                         |
| 2 in and less                                                         | \$ 63.00    | \$ 77.00    | 10                               | \$ 140                          | \$ 770.00                           |
| 2 in and less                                                         | \$ 185.00   | \$ 222.00   | 0                                | \$ -                            | \$ -                                |
| small meter in pit                                                    | \$ 153.00   | \$ 199.00   | 10                               | \$ 460                          | \$ 1,990.00                         |
| small meter in pit                                                    | \$ 503.00   | \$ 593.00   | 0                                | \$ -                            | \$ -                                |
| Meter tests <2" meter                                                 | \$ 178.00   | \$ 215.00   | 5                                | \$ 185                          | \$ 1,075.00                         |
| Close meter - same as 10 replace meter                                |             |             |                                  | \$ -                            | \$ -                                |
| Hydrant Meter Set - Business Hours                                    | \$ 227.00   | \$ 265.00   | 47                               | \$ 1,786                        | \$ 12,455.00                        |
| Hydrant Meter Set - Non- Business Hours                               | \$ 385.00   | \$ 446.00   | 0                                | \$ -                            | \$ -                                |
| Hydrant Meter - More than 30 days Monthly Fee                         | \$ 45.00    | \$ 45.00    |                                  |                                 |                                     |
| New Customer Activation Fee                                           | \$ 22.00    | \$ 25.00    | 3630                             | \$ 10,890                       | \$ 90,750.00                        |
| <b><u>Operating Revenue</u></b>                                       |             |             |                                  | <b><u>\$ 45,829</u></b>         | <b><u>\$ 398,579</u></b>            |
| New Service(s) - Planning & Engineering Fee                           |             |             |                                  |                                 |                                     |
| New Main Extension Fee Application                                    | \$ 1,401.00 | 1,713.00    | 25                               | \$ 7,800                        | \$ 42,825.00                        |
| New Service Line Application                                          | \$ 118.00   | \$ 145.00   | 200                              | \$ 5,400                        | \$ 29,000.00                        |
| 2" and under Service Inspection                                       | \$ 346.00   | \$ 425.00   | 150                              | \$ 11,850                       | \$ 63,750.00                        |
| 2" and under Meter Admin not inc meter                                | \$ 63.00    | \$ 77.00    | 375                              | \$ 5,250                        | \$ 28,875.00                        |
| Water Quality Samples                                                 | \$ 110.00   | \$ 135.00   | 50                               | \$ 1,250                        | \$ 6,750.00                         |
| Temporary Water Service                                               | \$ 227.00   | \$ 265.00   | 15                               | \$ 570                          | \$ 3,975.00                         |
| Fire Service Activation                                               | \$ 136.00   | \$ 163.00   | 50                               | \$ 1,350                        | \$ 8,150.00                         |
| Planning & Engineering                                                | \$ 638.00   | \$ 688.00   | 25                               | \$ 1,250                        | \$ 17,200.00                        |
| Valve Box                                                             | \$ 25.00    | \$ 25.00    | 75                               | \$ -                            | \$ 1,875.00                         |
| Fire Protection - Scarborough/Raymond                                 | \$ 8.00     | \$ 8.00     | 0                                | \$ -                            | \$ -                                |
| Fire Protectioni- All others                                          | \$ 4.00     | \$ 4.00     | 0                                | \$ -                            | \$ -                                |
| Planning & Engineering -new service project                           | \$ 126.00   | \$ 151.00   | 200                              | \$ 5,000                        | \$ 30,200.00                        |
| Small Meter Installation in Pit                                       | \$ 153.00   | \$ 199.00   | 25                               | \$ 1,150                        | \$ 4,975.00                         |
| Private Hydrant Initial Inspection                                    | \$ 136.00   | \$ 163.00   | 20                               | \$ 540                          | \$ 3,260.00                         |
| Main Extension - Service Line Admin                                   | \$ 26.00    | \$ 31.00    | 300                              | \$ 1,500                        | \$ 9,300.00                         |
| Inspection Fee/Deposit hour rate                                      | \$ 86.00    | \$ 90.00    | 1000                             | \$ 4,000                        | \$ 90,000.00                        |
| Inspection of new Public Infrastructure hour rate                     | \$ 86.00    | \$ 90.00    | 24                               | \$ 96                           | \$ 2,160.00                         |
| <b><u>Capital Fees</u></b>                                            |             |             |                                  | <b><u>\$ 32,120</u></b>         | <b><u>\$ 175,175</u></b>            |

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

Agenda Item: 2  
Date of Meeting: October 14, 2025  
Subject: 2026 Non-Water Tariff Services  
Presented By: David Kane, Executive Director of Administration

---

### **RECOMMENDATION**

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

ORDERED, that 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, 2026.

(IF THE COMMITTEE VOTES TO FORWARD TO THE FULL BOARD IT WILL BE PRESENTED TO THE FULL BOARD AT THE NOVEMBER 24, 2025 MEETING.)

### **BACKGROUND**

Starting in 2022, PWD reviews the Fee Schedule for Non-Water Tariff Services annually and updates the fees to reflect current costs as part of the budget review. The Fee Schedule for Non-Water Tariff Services schedule of fees outlines miscellaneous fees not included in the Water Schedule of Rates and Terms & Conditions. Staff is requesting no changes except for a 3% increase in the septage fee and adjustment of the fee assessed for meter radio replacement in Portland to the actual cost of \$112.

### **FISCAL REVIEW / FUNDING**

Septage waste fee revenue is estimated to increase by \$10,000 a year. The proposed increased revenue was included in the proposed 2026 Budget.

### **LEGAL REVIEW**

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

### **CONCLUSION(S)**

Staff recommends that the Board approve the proposed motion.

### **ATTACHMENT(S)**

A. Fee Schedule for Non-Water Tariff Services

| Description                           |                                                                                                                                                                                                           | Fee                                                                                                                                                                  |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A. Water</b>                       |                                                                                                                                                                                                           |                                                                                                                                                                      |
| 1. Winter hydrant inspection          | Inspection of private hydrants to verify the operability of hydrant during winter months                                                                                                                  | \$4 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              |
| <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                                                                                                                               | The fees for septage will increase from \$142/1000 gal to \$147/1000 gal.                                                                                            |
|                                       |                                                                                                                                                                                                           | The fee for holding tank waste will increase from \$62/1000 gal to \$64/1000 gal.                                                                                    |
|                                       |                                                                                                                                                                                                           | The administration fee will increase from \$64/1000 gal to \$67/1000 gal.                                                                                            |
|                                       |                                                                                                                                                                                                           | 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                    |
| 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 of \$21                                                                                                                                   |
| 5. Submeter Fees - Portland Only      | Costs of replacing ERT for Portland residents.                                                                                                                                                            | Submeter ERT Only Upgrade fee \$112<br>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 | 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 \$25/hour after the first 2 hours to compile data.) Payment in advance may be required. |



## **MEMORANDUM PORTLAND WATER DISTRICT**

---

TO: Operations Committee/Board of Trustees

FROM: Charlene Poulin, Director of Operations – Wastewater  
James Wallace, Director of Operations - Water

DATE: October 7, 2025

RE: Operations Committee Meeting – October 14, 2025

A meeting of the Operations Committee of the Portland Water District Board of Trustees will be held on Tuesday, October 14, 2025, at 5:30 p.m., in the Emergency Operations Center (EOC) Room at Douglass Street, 225 Douglass Street, Portland, Maine 04102.

### **AGENDA**

1. **Douglass Street, Third Floor Roof Repair**  
Staff will provide a recommendation to create a new CIP project named Douglass St 3<sup>rd</sup> Floor Roof Repair for Douglass St by adjusting previously approved and future funding to maintain projected facilities funding expenditure. (See attached memo).
2. **PWD Cross Connection Control Program Update**  
Staff will review updates with the committee on the PWD Cross Control Program. (See attached memo).
3. **Westbrook Gorham Waste Water Treatment Facility Dewatering Update**  
Staff will provide an update on the status of dewatering equipment and challenges at the WGWWTF.
4. **Other Business**  
Staff will provide updates on Water and Wastewater operations.

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

Agenda Item: 1  
Date of Meeting: October 14, 2025  
Subject: Douglass Street Facility 3<sup>rd</sup> Floor Roof Replacement  
Presented By: Kyle Jacobson, Senior Project Manager

---

### **RECOMMENDATION**

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

ORDERED, that the 2025 Capital Improvement Plan is amended to include an additional project (Douglass Street Facility 3rd Floor Roof 2025-3327) ("Project") to fund the Project not to exceed \$485,000 related to the construction of the third-floor roof, and that the General Manager and the Treasurer, each acting singly, are authorized to take such other steps as may be necessary to accomplish the intent of this vote;

BE IT FURTHER ORDERED, that the General Manager is authorized to execute a construction contract with Garland/DBS, Inc. in the amount of \$433,259 for the replacement of the Douglass Street Facility 3rd Floor Roof.

### **BACKGROUND**

In 2017, staff hired repair services to install an overlay roofing product on the 3rd Floor Roof, following a leak identified in 2015. The repair was expected to last 10 years. However, in 2024 and early 2025, the roof began leaking again in the same locations, indicating that the 2017 repair had started to fail. Staff included the project in the 2026 CIP planning discussions.

With the office area below currently vacant due to ongoing HVAC and office upgrade projects, staff believe this is an ideal time to replace the roof and minimize future disruptions. Additionally, because the leaks in 2025 already caused damage, any new leaks could harm the newly installed HVAC and office materials.

Considering these factors, staff recommends replacing the roof before winter, accelerating the planned project by a few months. To fund the work without increasing long-term costs, staff has reallocated money from several under-budget projects and moved some planned expenses forward.

### **FISCAL REVIEW / FUNDING**

Staff planned and listed this project on the 2026 CIP, and with this set of Board orders, we will move it forward into the 2025 CIP. The project will be bond-financed. The operating fund impact is the estimated debt service on the bond of \$33,250. This cost is allocated to all water and wastewater funds.

### **LEGAL REVIEW**

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

**CONCLUSION(S)**

Staff recommends that the Project be added to the 2025 CIP to facilitate construction prior to winter.

**ATTACHMENT(S)**

None.

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

Agenda Item: 2  
Date of Meeting: October 14, 2025  
Subject: Update Cross Connection Control Program  
Presented By: James Wallace, Director of Water Services

---

### **RECOMMENDATION**

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

**ORDERED**, that the revised Cross Connection Control Program attached hereto is approved, with an effective date of January 1, 2026.

### **BACKGROUND**

The State of Maine requires all public drinking water suppliers to maintain a Cross Connection Control Program. The program prevents the contamination of drinking water by the backflow of water or other liquids, mixtures, or substances into the distribution pipes of a water supply system from an unintended source.

This is a minor revision of the program. The proposed changes primarily clarify language and refer to new backflow testing software.

Staff will communicate these changes to testers, plumbing professionals, and municipal partners and update the program documents on [pwd.org](http://pwd.org). The changes will then go into effect on January 1, 2026.

Project #: N/A

### **FISCAL REVIEW / FUNDING**

The District will initiate some outreach and education relative to this update; however, these are not expected to require additional funding.

### **LEGAL REVIEW**

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

### **CONCLUSION(S)**

Staff recommends the proposed changes to the Cross Connection Control Program.

### **ATTACHMENT(S)**

Updated Program Document

# ***PORTLAND WATER DISTRICT***



## ***CROSS-CONNECTION CONTROL PROGRAM***

CREATED 1989  
REVISED MAY, 2006  
REVISED SEPTEMBER, 2009  
REVISED AUGUST 2015  
REVISED JUNE 2017  
REVISED JAN 2019  
REVISED JUL 2021  
REVISED OCT 2025

225 DOUGLASS STREET P.O. BOX 3553 PORTLAND, MAINE 04104-3553  
PHONE: 207.774.5961 FAX: 207.761.8307 WEB: WWW.PWD.ORG



TABLE OF CONTENTS

TABLE OF CONTENTS

|                                                                      |                                            |    |
|----------------------------------------------------------------------|--------------------------------------------|----|
| I.                                                                   | PURPOSE & SCOPE.....                       | 1  |
| II.                                                                  | AUTHORITY.....                             | 1  |
| III.                                                                 | RESPONSIBILITIES .....                     | 1  |
| IV.                                                                  | DEFINITIONS.....                           | 2  |
| V.                                                                   | ADMINISTRATION .....                       | 5  |
| VI.                                                                  | REQUIREMENTS .....                         | 5  |
| VII.                                                                 | DEGREE OF HAZARD .....                     | 7  |
| VIII.                                                                | CROSS CONNECTION APPROVALS .....           | 7  |
| IX.                                                                  | EXEMPTIONS.....                            | 7  |
| X.                                                                   | REGULAR TESTING .....                      | 8  |
| XI.                                                                  | RECORDS AND REPORTS .....                  | 9  |
| XII.                                                                 | FEES AND CHARGES .....                     | 9  |
| XIII.                                                                | FIRE PROTECTION SERVICE LINES .....        | 9  |
| XIV.                                                                 | 13D AND LIFE SAFETY SPRINKLER SYSTEMS..... | 10 |
| XV.                                                                  | LIABILITY .....                            | 10 |
| APPENDIX A: DEVICE TYPE BASED ON WATER USE AND DEGREE OF HAZARD..... |                                            | 11 |
| APPENDIX B: DIAGRAMS.....                                            |                                            | 12 |

**Portland Water District  
Cross-Connection Control Program**

**I. PURPOSE & SCOPE**

- A. To protect the public water system of the Portland Water District (District), from the possibility of contamination or pollution by cross-connections. The primary method for protection of the public water system will be the installation of an approved backflow preventer at the water service entrance to the Owner's premises.
- B. To promote the elimination or control of actual or potential cross-connections between the District's public water system and the Owner's private water system.
- C. To provide for a continuing program of cross-connection control, which will effectively prevent the contamination or pollution of the public water system by cross-connection.

**II. AUTHORITY**

- A. This program derives its enforceability from the Federal Safe Drinking Water Act of 1974, and the statutes of the State of Maine, 22 M.R.S.A. §§ 42(1), 42(3), 2612(2) & 2612(5) Maine Department of Health and Human Services, Division of Environmental Health, Cross-Connection Rules 10-144.
- B. In addition, authority rises from the Rules and Regulations as adopted by the Portland Water District and as approved by the Public Utilities Commission of the State of Maine, from provisions of the Occupational Safety and Health Act, and from provisions of the Maine State Internal Plumbing Code as administered by the Department of Professional and Financial Regulation 02-395 CMR 4.

**III. RESPONSIBILITIES**

~~The Portland Water District's mission is to protect public health, safety, and the environment by providing our customers first-class water, wastewater, and related services. If, in the judgment of the Director of Water Services, an approved backflow preventer is required at the water service entrance to any Owner's premises to prevent backflow into the public water system, the Director, or his delegated agent, shall give notice to the Owner to install an approved backflow preventer. It shall be the responsibility of the Owner to comply with all provisions of the Cross-Connection Control Program of the District including the installation and maintenance of approved backflow preventers. Failure or refusal to install and maintain such devices, or allow access for inspection, shall constitute grounds for discontinuance of water service to the premises until such devices have been properly installed to the satisfaction of the District.~~

- ~~A. The Portland Water District's mission is to protect public health, safety, and the environment by providing our customers first-class water, wastewater, and related services.~~
- ~~B. If, in the judgement of the Director Water Services, an approved backflow preventer is required at the water service entrance to any Owner's premises to prevent backflow into the public water system, the Director, or his delegated agent, shall give notice to the Owner to install an approved backflow preventer.~~
- ~~C. It shall be the responsibility of the Owner to comply with all provisions of the Cross-Connection Control Program of the District including the installation and maintenance of approved backflow preventers. Failure or refusal to install and maintain such devices, or allow access for inspection, shall constitute grounds for discontinuance of water service~~

to the premises until such devices have been properly installed to the satisfaction of the District.

D. Interpretation of the District's Cross Connection Rules is at the discretion of the Director of Water Services.

Formatted: List Paragraph, Numbered + Level: 1 +  
Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left +  
Aligned at: 0.75" + Indent at: 1"

#### IV. DEFINITIONS

##### Approved

Accepted by the District as meeting the applicable specification or procedures as stated or cited in these regulations.

##### Approved Source

A source of potable water approved by the District for distribution to the public for consumptive purposes following a required and approved treatment process.

##### Auxiliary Water Supply

Any water supply other than the District's approved source, on or available to the Owner's premises and used for consumptive and/or other purposes.

##### Backflow

The undesirable reversal of flow of water or other foreign liquids, gases or other substances, under positive or reduced pressure, into the District's public water system from any source.

##### Backflow Preventer

A backflow protection device or means designed to prevent backpressure or backsiphonage. Examples of which are contained herein (testable and atmospheric devices are not approved for submerged applications, i.e. meter pits):

##### *Air Gap Separation*

A physical separation of at least two (2) pipe diameters, but not less than one inch, to prevent backflow between the free-flowing discharge end of the public water system and any other system. An air gap may be easily defeated if the proper gap distance is not maintained, thus requiring frequent inspections to verify backflow protection is achieved.

##### *Atmospheric Vacuum Breaker (AVB)*

A device that prevents backsiphonage by creating an atmospheric vent where there is either a negative pressure or sub-atmospheric pressure in a water system. Atmospheric vacuum breakers are among the simplest and least expensive mechanical means of backflow protection. Not an acceptable containment device.

##### *Double Check Valve Assembly (Testable DCVA)*

A device having two (2) independently operating spring-loaded check valves, with shutoff valves and test cocks for regular testing. They may be used under continuous pressure to protect against both backpressure and backsiphonage.

*Dual Check Valve Assembly (Non-testable Dual Check)*

A device containing two (2) independently acting spring loaded check valves without test cocks. It is used primarily on residential services and is not subject to periodic testing.

*Hose Bibb Vacuum Breaker (HBVB)*

A device that is permanently attached to a hose bibb and which acts as an atmospheric vacuum breaker (AVB). Not an acceptable containment device.

*Reduced Pressure Principle Backflow Preventer (Testable RPZ)*

An assembly consisting of two (2) independently operating spring-loaded check valves with an automatically operating differential relief valve located between the two check valves. Includes tightly closing shut off valves on each side of the check valves plus properly located test cocks for the testing of the check valves and the relief valve.

Backflow Testing Software

Software for certified testers to submit backflow test results to the District. Refer to [pwd.org](http://pwd.org) for the current software.

Formatted: Indent: Left: 1", First line: 0"

**Backpressure**

A condition in which the Owner's water system pressure is greater than the District's water system pressure at the service entrance. This condition can force hazardous substances into the public water system.

**Backsiphonage**

Backflow resulting from negative or less than atmospheric pressure in the District's public water system. This reduced pressure will allow water to flow opposite the normal direction of flow, potentially introducing hazardous substances into the public water system.

Certified Tester of Backflow Prevention Devices~~Certified Backflow Prevention Device Tester~~

A person certified by New England Water Works Association (NEWWA), the American Backflow Prevention Association (ABPA), or the American Society of Safety Engineers (ASSE) as having completed necessary training in the testing of backflow devices.

**Containment**

A method of backflow prevention that requires a PWD approved backflow preventer at the water service entrance to prevent backflow of hazardous substances from an Owner's premises into the District's public water system. Protection by containment protects the District's public water system and is in no way meant to protect the premises from internal cross-connections that may be present.

**Containment Device**

An approved backflow preventer installed at the service entrance, immediately down-stream of any required District water meter and prior to any branch in the private piping.

**Contaminant**

A substance that will impair the quality of the water to a degree that it creates a contamination hazard to the public leading to poisoning or the spread of disease, by sewage or waste.

**Cross-Connection**

Any physical or potential connection or arrangement between two otherwise separate piping systems, one of which contains potable water and the other water or other substances of unknown or questionable safety, whereby water or other substances may flow from one

system to the other. The direction of flow depends on the pressure differential between the two systems.

**Cross-Connection Control Program**

The administrative and technical procedures the District implements to protect the public water system from contamination via cross connections.

**Department**

State of Maine Department of Health and Human Services Drinking Water Program.

**District**

The Portland Water District.

**Director of Water Services**

The Director, or his delegated representative in charge of the Portland Water District water services, invested with the authority and responsibility for the implementation of the Cross-Connection Control Program and for the enforcement of the provisions herein.

**Fixture Isolation**

A method of backflow protection in which a backflow preventer is located at or near the potential source of hazard, which is generally a plumbing fixture, to correct an internal cross-connection within an Owner's premises.

**Owner**

Any person who has legal title to or license to operate or inhabit a property served by the District's public water system through a service connection.

**Person**

Any individual, partnership, company, public or private corporation, political subdivision or agency of the State, department, agency or instrumentality of the United States or any other legal entity.

**Plumbing System**

A system of pipes, valves, and appurtenances used to convey water for a wide range of applications.

**Pollutant**

A foreign substance that, if permitted to get into the public water system, will degrade its quality so as to constitute a pollution hazard or impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health but which does adversely and unreasonably affect such water for domestic use.

**Potable Water**

An approved water, free from impurities present in any amount sufficient to cause disease or harmful physiological effects. Its physical, chemical, bacteriological and radiological quality conforms to the Maine Safe Drinking Water Regulations or any regulations pertaining thereto.

**Premises**

Any house or building, together with its land and structures, occupied as a residence or business

**Private Water system**

Formatted: Indent: Left: 0.75", Line spacing: Exactly 11.45 pt, Font Alignment: Baseline

Any privately owned plumbing system that begins at the point of delivery from the public water system and is located within the property lines of the Owner's premises, containing all water piping, fixtures, devices, fittings and connections.

**Public Water System**

Any publicly owned plumbing system through which potable water is sold, furnished or distributed to the public for human consumption and which is under the control of the District. The system shall not include any portion of a private water system owned and maintained by the Owner.

**Substantial Renovation**

Renovations in which all, or substantially all, of a building or a buildings plumbing system is removed, replaced, or expanded. Renovations need not involve major structural changes to be considered substantial by the District.

**Water Service Entrance**

The point of potable water delivery to the Owner's premises, which is beyond the control of the District and is first readily accessible for connections. This will ordinarily be at the point where the water service enters the building and always before an unprotected connection.

**V. ADMINISTRATION**

- A. The District will operate the Cross-Connection Control Program, to include the keeping of necessary records to fulfill Department requirements.
- B. The District will protect the public water system through containment; it is the responsibility of the Owner to control water quality on the premises beyond the District prescribed backflow preventer.
- C. The District shall review the Cross-Connection Control Program at least every five (5) years. Updates shall be made as needed and communicated to the public.
- D. The Owner shall follow the provisions of the District's Cross-Connection Control Program.
- E. The Owner shall ensure the proper operation and maintenance of a backflow preventer and the registration and testing as required by the Maine State Internal Plumbing Code.
- F. The ~~Owner~~ **Certified Tester** shall provide access upon request during normal working hours to the premises for any representative of the District, Department, or any other state or federal agency authorized to do so for the express purpose of inspecting cross-connections and/or backflow preventers.
- G. The Owner shall provide copies to the District of any plans, drawings, reports or specifications relating to the private water system.

**VI. REQUIREMENTS**

- A. All water service connections to the District's public water system, including connections provided specifically for fire suppression systems shall be evaluated by the District for cross-connection potential and assigned a degree of hazard. The District shall not allow an unprotected cross-connection at any point within its public water system.
- B. Cross-connections shall be protected from backflow, under any backpressure or backsiphonage condition, by the use of backflow preventers, assemblies, and methods specified in the Maine State Internal Plumbing Code at 02-395 CMR 4.
- C. The Owner shall install only backflow preventers of type and manner approved by the District. The Owner agrees to bear all costs for the installation, testing, repair, maintenance and replacement of the backflow preventer.

July 1, 2021

- D. The Owner shall not install a by-pass around any backflow preventer unless there is the same type of backflow preventer on the bypass. The Owner shall not make a connection to the water service line prior to any backflow preventer.
- E. The Owner shall inform the District of any new or modified cross-connections within the premises, also any existing cross-connection that the Owner is aware of but has not yet been discovered by the District. The Owner agrees to obtain approval from the District for all changes in water use and shall comply with any additional requirements imposed by the District for cross-connection control.
- F. The Owner shall be responsible for submitting the following to the District: Backflow preventer test results; the name and certification of the certified backflow device tester; the nature of device test failures if any; and the status of necessary repairs.
- ~~G.~~ The Owner shall correct any malfunction of the backflow preventer, which is revealed by regular testing or discovered by PWD. This shall include the replacement of any parts or the replacement of the backflow preventer in whole, if deemed necessary by the District.

—

—

G.

- H. The District may allow re-establishment of service before the repair or replacement of a backflow preventer when the District determines that no immediate threat to the public exists, and after an agreement has been made between the District and the Owner indicating the intention of the Owner to comply with the provisions of these rules. A confirmed purchase order and installation date shall be evidence of good intention to comply by the Owner.
- I. Any Owner having an auxiliary water supply available for use must receive permission from the District for any proposed connection to the public water system. The District may deny permission to connect to the public water system while an auxiliary water supply is present. If a connection is approved, the Owner will be required to install a backflow preventer at the water service entrance from the public water supply if the auxiliary water supply is maintained by the Owner, regardless of an identified cross-connection to the District's system.
- J. Effective the date of the acceptance of this Cross-Connection Control Program revision, all new residential buildings and substantial renovations (determined by the District), ~~and activations of year round water service that require a meter installation~~ will be required to install at a minimum a non-testable Dual Check Valve Assembly backflow preventer immediately downstream of the water meter. Installation of the dual check valve assembly results in a potential closed loop system within the premises. The Owner shall make provisions to provide for thermal expansion within this closed loop system, i.e. the installation of thermal expansion devices and/or pressure relief valves and surge tanks.
- K. When multiple buildings within a development are served with a single domestic water service, or a combined fire and domestic water service line, a single backflow preventer shall be installed immediately after the meter to serve the site. See Appendix B for pictorial representation of requirement.
- L. When a meter is installed in a meter pit or enclosure on the site (outside of the house or building being served), the backflow preventer shall be installed immediately after the meter, which will result in a non-testable device being installed within the meter pit or a testable device installed in an above grade enclosure; testable devices are not approved for subsurface installation. Testable backflow preventers installed in an above grade enclosure shall be protected from damage and frost and shall be equipped with proper drainage and power as necessary. See Appendix B for pictorial representation of requirement.

**Formatted:** Outline numbered + Level: 1 + Numbering  
Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at:  
0.5" + Indent at: 0.75"

**Formatted:** Indent: Left: 0.5"

**Formatted:** Outline numbered + Level: 1 + Numbering  
Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at:  
0.5" + Indent at: 0.75"

- M. At the discretion of the District, water service may be terminated if the District determines at any time that a threat to the public health exists, regardless of the status of the installed backflow preventer.
- N. The Owner agrees to indemnify and hold harmless the District from any damages that arise from an unprotected or inadequately protected cross-connection within the Owner's premises.
- O. Backflow protection for multi-family residential shall be based on the size (at the tap) of the domestic service line supplying water to the site. For domestic services of 2" diameter and less, a non-testable dual check valve assembly is acceptable. For domestic services greater than 2", a testable double check valve assembly is required at a minimum.
- P. For residential and non-residential landscape irrigation systems connected to the internal plumbing system after the backflow preventer, backflow protection shall be achieved through the appropriate containment device associated with the degree of hazard of the domestic water service. In the event that the internal plumbing system does not contain an acceptable backflow preventer, the customer shall install a backflow preventer per the guidelines of this manual in order to supply water for a residential or non-residential landscape irrigation system. Fixture isolation shall be the responsibility of the Owner per the State of Maine plumbing code.

## VII. DEGREE OF HAZARD

The District recognizes the threat to the public water system arising from cross-connections. All threats will be classified by degree of hazard and will require the installation of approved backflow preventers. These hazards can be classified as follows:

### A. Low Degree of Hazard / Residential Hazard

A pollution hazard, as defined in the Maine State Internal Plumbing Code at 02-395 CMR 4. If a backflow were to occur, the resulting health significance would be limited to changes in aesthetic quality such as taste, odor or color. The foreign substance must be non-toxic and non-bacterial in nature with no significant health effect.

### B. High Degree of Hazard

A contamination hazard, as defined in the Maine State Internal Plumbing Code at 02-394 CMR 4. If a backflow were to occur, the resulting effect on the water supply could cause illness or death if consumed by humans. The foreign substance may be toxic and/or harmful to humans either from a chemical, bacteriological, or radiological standpoint. The effects of the contaminants may result from a short or long-term exposure.

Please refer to Table 1 in Appendix A: Device Type Based on Water Use and Degree of Hazard for a list of water uses and the corresponding backflow device requirement for the degree of hazard.

## VIII. CROSS-CONNECTION APPROVALS

The District shall not approve an unprotected cross-connection to the public water system. A backflow preventer is required to protect the public water system from backflow anywhere a connection or potential for one exists.

The District shall review all requests for connections to the public water system. The review will include the degree of hazard of any cross-connection and the method of backflow prevention specified. All backflow preventers, assemblies, and methods must be approved per the requirements of the current Maine State Internal Plumbing Code 02-395 CMR 4. When the District determines that backflow protection has been adequately addressed, the District will grant approval to the applicant seeking connection to the public water system.

#### IX. EXEMPTIONS

For premises existing prior to the start of the program, the District will perform evaluations and inspections at times of redevelopment or when the Owner requests a change in the quantity or type of service provided. Any existing properly functioning backflow preventer shall be allowed by the District to continue in service unless the degree of hazard is such as to supersede the effectiveness of the existing backflow preventer, or result in an unreasonable risk to the public health. Where no backflow preventer is present, or the degree of hazard at the premises has increased, a new backflow preventer must be installed and/or an existing backflow preventer must be upgraded to a device equitable to the degree of hazard present as described in Table 1 in Appendix A. The duration to accomplish such action shall be dependent on the degree of hazard involved as determined by the District. An exemption shall not alter the degree of hazard classification of the cross-connection and shall not exclude the use of some other appropriate backflow preventer. Each exemption may be conditioned on monitoring, testing, analyzing or other requirements to ensure the protection of public health, and shall include a compliance schedule.

#### X. REGULAR TESTING

Regular testing and inspection of all backflow preventers is necessary to ensure that the backflow preventer has not failed and the method of protection subverted.

- A. The District shall be responsible for conducting the initial test and inspection of an Owner's installed backflow preventer at time of service activation. The Owner shall be charged for any testing and inspection performed by the District.
- B. The Owner is responsible for regular testing and inspection of the backflow preventer. A certified backflow device tester shall perform the tests on a schedule established by the District. The Owner must inform the District of all test results. Failure by the Owner to test and inspect the device may result in the District performing the work or disconnecting the service.
- C. The Owner ~~must-is responsible for the~~ repair ~~of~~ any backflow preventer that fails during testing as soon as possible. Any extended delay shall require disconnection of service or other means to ensure protection of the public water system unless the District grants an exemption. Upon completion of the repair, the device will be re-tested at the Owner's expense to ensure correct operation.
- D. Certain high degree of hazard cross-connections will not be allowed to continue unprotected if the backflow preventer fails testing and inspection and cannot be immediately repaired. Parallel installation of two devices is an effective means for the Owner to ensure uninterrupted water service during testing or repair and is strongly recommended when the Owner desires such continuity.
- E. The minimum testing frequency for backflow preventers on domestic and fire services connected to the District's public water system shall be as follows:
  - (1) Reduced pressure principle backflow preventers on high degree of hazard cross-connections shall be tested and inspected at least annually or as directed by the District.

- (2) Double check valves assemblies, reduced pressure principle backflow preventers and pressure type vacuum breakers on low degree of hazard cross-connections shall be tested annually.
- (3) Mechanical air gaps shall be inspected annually. If the air gap has been defeated, a reduced pressure principle backflow preventer shall be installed at the service entrance.
- F. Backflow preventers may be tested more frequently than as specified above in cases where there is a history of test failures, or the District feels that due to the degree of hazard involved additional testing is warranted. Cost of the additional tests will be borne by the Owner.
- G. As a quality assurance measure, the District may randomly select devices for additional testing. This testing, performed by the District, will be at no additional cost to the Owner.
- H. When an Owner elects to install a testable backflow preventer in an application where a testable device is not required by the District's Cross-Connection Control Program, the Owner need not test the device annually for the benefit of the District or in satisfaction of the District's testing requirements. The District recommends the Owner follow the manufacturer's guidance for the testing and inspection of the device and will accept results from the Owner for informational purposes.

#### **XI. RECORDS AND REPORTS**

Records of cross-connection control devices and locations shall be kept on file with the District as long as the cross-connection is present and until five (5) years after the cross-connection is eliminated. Records of tests for testable cross-connection control devices shall be kept on file with the District and available for inspection by District staff.

The District shall have on file and make available to the public a list of private contractors who are certified with the New England Water Works Association (NEWWA), American Backflow Prevention Association (ABPA), and the American Society of Safety Engineers (ASSE) as backflow device testers.

#### **XII. FEES AND CHARGES**

A cross connection device must be tested and operated to the standards outlined in the District's Cross-Connection Control Program as approved by the State of Maine's Department of Health and Human Services.

The District will perform the initial test and inspection of the backflow preventer at the time of service activation, the cost of which will be incurred by the Owner. Regular testing of the device, done by private contractors hired by the Owner and at the cost to the Owner, must verify compliance with the program. ~~If the Owner requests additional tests from the District on a periodic basis, the costs to perform the work can be found in the District's Terms and Conditions.~~

#### **XIII. FIRE PROTECTION SERVICE LINES**

- A. All new fire sprinkler systems and new fire service lines connected to the District's public water system, and all existing unprotected fire sprinkler systems receiving substantial renovations (determined by the District), will be protected from backflow by the installation of

a testable double-check valve assembly backflow preventer at the service entrance and before the fire sprinkler valve.

- B. All fire sprinkler antifreeze loop systems and systems with chemical additives will be protected from backflow by the installation of a reduced pressure principle backflow preventer at the fire service entrance and before the fire sprinkler valve.
- C. Backflow preventers for fire sprinkler systems shall be tested and inspected per the frequency as outlined in Section X.
- D. Fire protection service lines dedicated for private fire hydrants only are not required to have backflow preventers installed on the service line.
- E. Fire hydrants used for truck fill operations shall be protected from backflow by an approved air gap between the end of the filling hose and the water storage container on the truck.
- F. The rules in this section do not apply to Section XIV, NFPA 13D Residential Life Safety Sprinkler Systems; automatic sprinkler systems for one and two family dwellings and manufactured homes.

#### **XIV. NFPA 13D RESIDENTIAL LIFE SAFETY SPRINKLER SYSTEMS**

Facilities designed to be protected through an approved automatic sprinkler system installed on the domestic service line, in accordance with NFPA 13D standards, must provide backflow protection through a non-testable dual check valve assembly at the water service entrance or in a meter pit as applicable, immediately after the meter and before any branch line.

#### **XV. LIABILITY**

The District, its employees or agents, shall not be liable to any person for any damage, injuries or loss arising out of any act or omission by the District, its employees or agents, in connection with the application or implementation of these rules.

**APPENDIX A: DEVICE TYPE BASED ON WATER USE AND DEGREE OF HAZARD**

| Water Use               | System / Degree of Hazard        | Device Type               |                 |
|-------------------------|----------------------------------|---------------------------|-----------------|
|                         |                                  | Residential               | Non-Residential |
| Domestic Water          | Low Hazard / Residential Hazard  | Non-Testable Dual Check** | Testable DCVA   |
|                         | High Hazard*                     | Testable RPZ              | Testable RPZ    |
| Irrigation Water        | Dedicated landscape Irrigation** | Testable RPZ              | Testable RPZ    |
| Private Fire Protection | NFPA 13/13R                      | Testable DCVA             | Testable DCVA   |
|                         | NFPA 13 (with chemical agents)   | Testable RPZ              | Testable RPZ    |
|                         | NFPA 13D                         | Non-Testable Dual Check   | N/A             |

**TABLE 1**

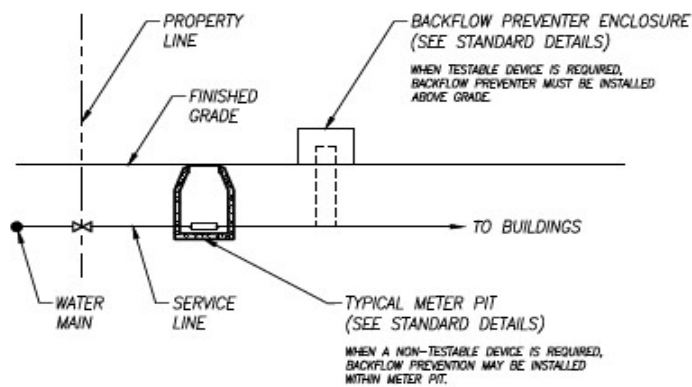
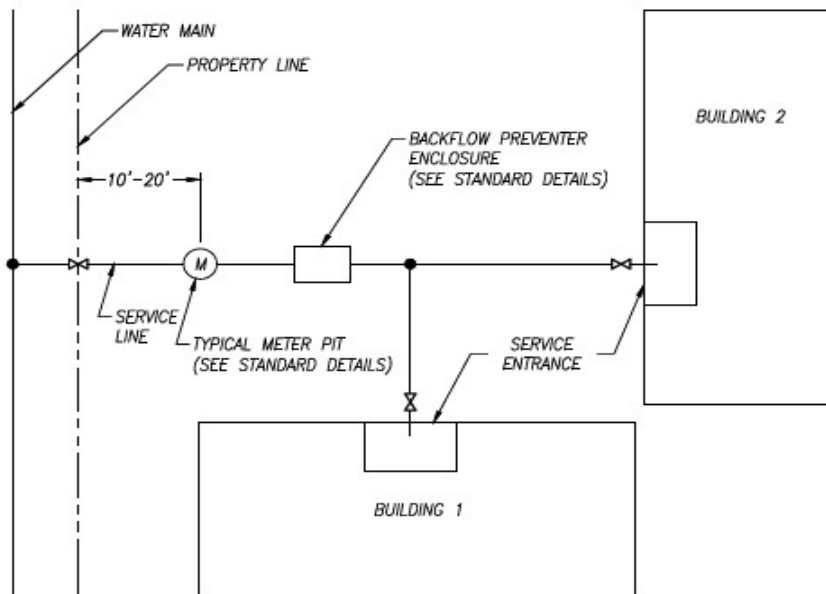
Backflow protection devices listed above are considered the minimum standard for the assumed degree of hazard. The District will evaluate each water system as necessary to determine appropriate degree of hazard present.

\*The District considers the following installations to warrant a High Hazard classification:

- Hazardous Material Sites
- Hospitals, Dental Facilities, and Medical Centers
- Laboratories
- Veterinary Clinics
- Food Processing and Beverage Bottling Facilities
- Piers, Docks, and Marinas
- Plasma Centers
- Dry Cleaners
- Mortuaries
- Car Wash Facilities
- Processing Plants
- Auxiliary Water Supplies
- Metal Plating Facilities
- Restricted Access Facilities
- Sewage Treatment Plants and Pump Stations
- Waste Dump Stations
- Commercial Greenhouses
- Others as determined by PWD

\*\*See Section VI(O, P): Requirements for additional information pertaining to backflow preventers.

**APPENDIX B: DIAGRAMS**





## **MEMORANDUM PORTLAND WATER DISTRICT**

---

TO: Planning Committee/Board of Trustees

FROM: Paul Hunt, Environmental Manager

DATE: October 7, 2025

RE: Planning Committee Meeting – October 14, 2025

A meeting of the Planning Committee of the Portland Water District Board of Trustees will be held on Tuesday, October 14, 2025, at 5:30 p.m., in the Nixon Room of the District, 225 Douglass Street, Portland, Maine.

### **AGENDA**

**1. Update on North Windham Wastewater**

Staff will recommend an updated agreement between PWD and the Town of Windham to handle the project funding and payments for the school conveyance project. (See attached memo).

**2. MEANS Program year in review**

Staff will provide a summary of the activities of the MEANS Program (Main Extension and New Services), including a look ahead.

**3. Lead and Copper Rule Improvements**

Staff will provide a brief overview of the changes the EPA has made to the Lead and Copper Rule and how we plan to meet the requirements over the next several years.

## **PLANNING COMMITTEE / AGENDA ITEM SUMMARY**

Agenda Item: 1  
Date of Meeting: October 14, 2025  
Subject: MOA for Windham School Conveyance System  
Presented By: Greg Pellerin, Executive Director of AMAP

---

### **RECOMMENDATION**

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

ORDERED, the General Manager is authorized to execute a Memorandum of Agreement with the Town of Windham in substantial form as attached hereto, related to the Windham School Conveyance System. This authorization is contingent on the Town of Windham approving said agreement.

### **BACKGROUND**

PWD and the Town of Windham are preparing for the design and construction of the Windham School Conveyance System, which is the next phase of the North Windham Sewer Project. The Conveyance System will convey flow from the new Regional School Unit 14 middle school and the Windham Center area to the North Windham Wastewater Treatment Facility.

In PWD and the Town's 2020 Memorandum of Understanding (MOU), the District agreed to provide short-term financing for design and construction of the North Windham Sewer Project. In order to maximize funding opportunities from the Clean Water State Revolving Fund program, the Town has applied for and will provide short-term funding for the Windham School Conveyance System. The new Memorandum of Agreement (MOA) outlines this proposed change from the 2020 MOU.

### **FISCAL REVIEW / FUNDING**

No additional costs or funding are required to authorize this MOA.

### **LEGAL REVIEW**

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

### **CONCLUSION(S)**

Staff recommends that the Board authorize the General Manager to execute an MOA with the Town of Windham in substantial form as attached hereto.

### **ATTACHMENT(S)**

- Supporting Information
- Draft Windham School Conveyance System MOA

## **SUPPORTING INFORMATION**

PWD and the Town signed an original Memorandum of Understanding (MOU) (Order 20-020) at the beginning of the North Windham Sewer Project that outlined each party's responsibilities for the design, construction, operation, and maintenance of a decentralized system, interception, and collection system. The North Windham Sewer Project consists of multiple construction projects, including the WWTF Project and the Conveyance System defined below. Under the terms of the MOU, the District was required to investigate funding opportunities, including the Clean Water State Revolving Fund.

Under this MOU, the District has applied for and received funding from the Clean Water State Revolving Fund (CWSRF) program for the first phase of the North Windham Sewer Project, which included construction of the North Windham Wastewater Treatment Facility and initial collection system in the area of Route 302 & Route 115 ("WWTF Project"). The multi-year WWTF Project has been financed through multiple short-term bond anticipation notes. At the conclusion of the WWTF Project, the District will issue a long-term bond for the Project and include the bond payments in the Town's annual assessment.

The next phase of the North Windham Sewer Project is the Windham School Conveyance System ("Conveyance System"), which will convey wastewater from the new Windham Raymond Middle School, the existing Regional School Unit 14 campus, and the Windham Town Hall area to the North Windham WWTF. The Board authorized initial funding for the Conveyance System within the North Windham Sewer Project on January 27, 2025 (Order 25-002).

In order to maximize potential principal forgiveness for the Conveyance System through the CWSRF program, the Town applied for this funding in 2024 and 2025 instead of the District. The District will continue to contract engineering and construction services for the Conveyance System as it has for the WWTF Project. At the conclusion of the Conveyance System work, the Town intends to transfer and assign any CWSRF bonds issued by the Town for the Conveyance System to the District.

The Memorandum of Agreement (MOA) for the Conveyance System outlines the terms of the proposed change from the original 2020 MOU.

MEMORANDUM OF AGREEMENT  
BETWEEN PORTLAND WATER DISTRICT AND  
TOWN OF WINDHAM

This Memorandum of Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_, 2025, by and among the Portland Water District, a quasi-municipal corporation located at Portland, Maine ("District"); and the Town of Windham, a municipal corporation located at Windham, Maine ("Town").

RECITALS

- A. The Town has proposed a multi-phase, publicly funded, wastewater treatment system in the North Windham area of the Town to mitigate surface water and groundwater pollution and to provide for more economic growth opportunities ("North Windham System"); and
- B. The District will own and operate the North Windham System that will benefit the Town and Regional School Unit No. 14, a Maine regional school unit ("RSU"); and
- C. The RSU owns and operates an existing wastewater treatment system ("RSU WWTF") that serves as the central collection point for sewerage from the Windham Primary School, Windham High School, and Windham Middle School, which is soon to be replaced ("New Middle School"); and
- D. The District and Town entered into an agreement on May 26, 2020 ("System Agreement"), in which the District and Town agreed to various terms related to financing, design, ownership, service procurement, and other responsibilities for the construction of the North Windham System; and
- E. Under Provision Paragraph 4 of the System Agreement, the District agreed to, more or less inter alia, finance the North Windham System project; enter into contracts for the engineering and construction of the North Windham System; and develop a budget to operate and maintain the North Windham System as part of the District's annual assessment to the Town; and
- F. Under Provision Paragraph 5 of the System Agreement, the Town agreed to, more or less inter alia, acquire and convey required real estate interests to the District; and cooperate in obtaining licenses, permits, and approvals; and
- G. The District, Town, and Regional School Unit No. 14 ("RSU") entered into an agreement on June 30, 2022 ("WWTF Agreement"), in which the District, Town, and RSU agreed to various terms related to easements, operation, permitting, and approval of the North Windham System; and
- H. Under Provision Paragraph 4 of the WWTF Agreement, the Town agreed to provide to the RSU the following:
  - i. "B. Extend the North Windham System to the new Middle School and pay any cost incurred by connecting the New Middle School to the North Windham System in excess of the amount allocated for the New Middle School septic system, currently budgeted to be \$3M, and permit the RSU's contractor for the New Middle School to connect the New Middle School to the North Windham System"; and
  - ii. "C. Extend the North Windham System to the central collection point for waste water from the Windham Primary School, existing Windham Middle School, and Windham High School, install a pumping station, and any other necessary equipment or facilities for the connection and use of the North Windham System"; and

Formatted: Font: Italic

Commented [JS1]: This is not really explicitly stated in the System Agreement.

- I. The District and Town desire to continue coordination as to the financing, engineering, and construction of the project to extend the North Windham System to the New Middle School and existing RSU WWTF ("Windham School Conveyance Project" or "Project"); and
- J. The Town has applied for and received Clean Water State Revolving Fund ("CWSRF") funding for the Project through the Maine Department of Environmental Protection ("DEP"); and
- K. The District, through its Request-for-Qualifications-based General Engineering Services program, has prequalified and entered into General Engineering Services Agreements with several Engineering Consultants that are qualified to perform the technical design and construction engineering in areas of expertise related to the scope of the Project; and
- L. The District contracted with Stantec to perform preliminary design for the Project as a Task Order (dated December 31, 2024) to the District and Stantec's General Engineering Services Agreement (dated March 15, 2024).

NOW THEREFORE, in consideration of the mutual covenants expressed herein and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

1. The terms of the System Agreement apply to the Project except where changes or additional terms are noted in this Agreement.
2. The Town hereby authorizes and approves the General Engineering Services Agreement (dated March 15, 2024) and the Task Order (dated December 31, 2024) between the District and Stantec.
3. The Town will bond finance all costs associated with the design and construction of the Project.
4. The Town shall undertake the following additional actions related to the Project:
  - a. Finance the Project as the applicant for and ~~holder-issuer~~ of ~~any all~~ CWSRF bonds, grants, and other non-CWSRF funding opportunities, including debt, through the ~~end~~ completion of construction of the Project.
  - b. Reimburse the District for all costs and legal fees incurred by the District related to the Project, including but not limited to with respect to the engineering, construction, administration, and short-term financing of the Project, the assignment of the CWSRF bonds (as described below) and the entering into of this Agreement.
  - c. Following completion of construction of the Project, and with the approval of the Maine Municipal Bond Bank, transfer and assign to the District its obligations under any CWSRF bonds issued by the Town for the Project to the District, after the end of the Project
  - d. If any of the CWSRF bonds or other non-CWSRF debt are issued on a tax-exempt basis, The Town will do all things and take all actions necessary to establish that the interest on such the CWSRF bonds or other non-CWSRF debt is excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), that the reimbursement of any preliminary expenditures is permitted under the Code, and that the such CWSRF bonds or other non-CWSRF debt are not private activity bonds or arbitrage bonds under the Code.
5. The District shall undertake the following actions related to the Project:

- a. Invoice the Town for all costs and legal fees, incurred by the District related to the Project, including but not limited to with respect to the engineering, construction, administration, and short-term financing of the Project, the assignment of the CWSRF bonds and the entering into of this Agreement.
- b. Following completion of construction of the Project, and with the approval of the Maine Municipal Bond Bank, Accept the transfer and assignment from the Town of any CWSRF bonds issued by theTown and related to ~~the project from the Town after the end of~~ the Project.
- c. Include ~~the debt~~ service payments and financing costs, including but not limited to legal fees, related to any CWSRF bonds, and the assignment thereof, for the Project in the District's annual assessment to the Town.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized representatives as of the day and year first written above.