



**Kennebec Water District Board of Trustees  
Regular Meeting  
Thursday, June 5, 2025 – 7:30 AM  
131 Drummond Avenue, Waterville, ME and Via Zoom**

**AGENDA**

1. Introduction of guests
2. Review and approve minutes of regular meeting of May 1, 2025
3. Review and approval of account warrant
4. Review of April 2025 financial reports
5. Approvals/motions needed:
  - a. PUC annual regulatory assessment \$25,997 (was \$26,565 in 2024)
  - b. Approval of PFAS treatment preliminary design report and solution
  - c. Approval of 2025-2026 insurance policy
  - d. Approval of Chase Avenue Pump Station Upgrade project design agreement
  - e. Approval of updates to KWD's salary schedule
6. Solar project update
7. General Manager report
8. Department reports
9. Trustee comments, concerns, and/or ideas
  - a. Upcoming meeting dates that may need to be canceled or rescheduled:
    - i. June 19<sup>th</sup> – This occurs on an observed holiday – Juneteenth.
    - ii. July 3<sup>rd</sup> – day before the 4<sup>th</sup> of July holiday. There may be challenges meeting our quorum requirement.
10. Public participation
11. As needed: Executive session 1 MRS §405. 6. A. – Employee matter
12. Adjournment

**KENNEBEC WATER DISTRICT  
REGULAR BOARD OF TRUSTEES MEETING  
THURSDAY – MAY 1, 2025 at 7:30 AM**

The meeting was called to order at 7:30 a.m. by President Richards

Trustees present: Frank Richards, President; Ben Murray, Vice-President; Jeff Earickson, Treasurer; J. Michael Talbot, Assistant Treasurer; Sarah Whateley, Clerk; Amy Stabins, Trustee (Remote Access); Allan Fuller, Trustee; Bruce Williams, Trustee

Trustees absent: Mark McCluskey, Trustee; Matthew Bulmer, Trustee

Amy Stabins, Trustee, joined the meeting at 7:35 a.m.

Also present: Roger Crouse, KWD General Manager; Amy Dyer, KWD Finance Manager; Matt Zetterman, KWD Engineering Manager; Benny LaPlante, KWD Service Manager (Remote Access); Jared Bragdon, KWD Distribution Manager (Remote Access); Robbie Bickford, KWD Water Quality Manager; Emile Nicol, KWD Water Treatment Plant Supervisor; Max Kenney, KWD Project Engineer; Sue Markatine, KWD Recording Secretary; Anne Malenfant, CDM Smith Team Member; Victoria Hawkes, CDM Smith Team Member

**ITEM 1: INTRODUCTION OF GUESTS**

**A. CDM Smith Team Members**

Ms. Malenfant and Ms. Hawkes from CDM Smith were introduced and welcomed by the Board members.

**ITEM 2: REVIEW AND APPROVE THE MINUTES OF THE REGULAR BOARD OF TRUSTEES' MEETING OF APRIL 3, 2025.**

Motion by Trustee Williams, "to accept the minutes of the Regular Board of Trustees' meeting of April 3, 2025," seconded by Trustee Murray.

Vote: Motion carried unanimously.

**ITEM 3: REVIEW AND APPROVAL OF ACCOUNT WARRANT**

Motion by Trustee Earickson, "to ratify the May 1, 2025 total warrant of checks released for \$414,709.33," seconded by Trustee Talbot.

Vote: Motion carried unanimously.

**ITEM 4: PRESENTATION BY CDM SMITH – PRELIMINARY ENGINEERING DESIGN REPORT OF PFAS TREATMENT**

CDM Smith staff conducted a presentation which included project goals and approach, project history, testing, preliminary design, cost evaluation, conclusions, and next steps for PFAS mitigation. There was a question-and-answer session and a lengthy discussion following this presentation.

On behalf of the Board members, President Richards thanked Ms. Malenfant and Ms. Hawkes for this presentation.

**ITEM 5: APPROVALS/MOTIONS NEEDED**

**A. Board Approval of PFAS Treatment Solution**

This motion item will be revisited after the KWD PFAS Mitigation Preliminary Design Report has been finalized and reviewed.

**B. Sanger and Boutelle Water Main Replacement Project Contract Award**

The Trustees were provided with a request for authorization memo which included proposals from three bidders for the Sanger Avenue and Boutelle Avenue, Waterville, water main replacement project.

Motion by Trustee Talbot, “to award the contract to the low bidder, Eastwood Contractors, for \$2,731,150.00 for the Sanger Avenue and Boutelle Avenue, Waterville, water main replacement project,” seconded by Trustee Williams.

Roll Call Vote: Trustee Earickson – Yea, Trustee Talbot – Yea, Trustee Richards – Yea, Trustee Stabins – Yea, Trustee Murray – Yea, Trustee Fuller – Yea, Trustee Whateley – Yea, Trustee Williams – Yea. Motion carried unanimously.

**C. 2025 Pavement Restoration Agreement**

The Trustees were provided with a request for authorization memo which included a proposal from one bidder (KWD solicited eight firms) for 2025 pavement restoration work necessary due to the various KWD projects and repairs which require excavation. Trustee Fuller complimented Mr. Bragdon on the thoroughness of the KWD pavement patch repair bid specifications.

Motion by Trustee Earickson, “to accept the bid from Proseal, LLC for the 2025 pavement restoration work for the base price of \$101.00 per square yard,” seconded by Trustee Talbot.

Roll Call Vote: Trustee Earickson – Yea, Trustee Talbot – Yea, Trustee Richards – Yea, Trustee Stabins – Yea, Trustee Murray – Yea, Trustee Fuller – Yea, Trustee Whateley – Yea, Trustee Williams – Yea. Motion carried unanimously.

**ITEM 6: REVIEW OF MARCH 2025 FINANCIAL REPORTS**

The Trustees were provided with the March 2025 Financial Statements and Accounts Receivable Aging Report and a brief review was conducted.

On behalf of the Board members, President Richards thanked Ms. Dyer for the review of the financial statements.

**ITEM 7. REPORT ON KSTD BOARD DISCUSSION REGARDING THE MERGER OF THE KWD AND KSTD**



Mr. Crouse and Mr. Champagne, Kennebec Sanitary Treatment District (KSTD) Superintendent, conducted presentations regarding a potential merger to KWD and KSTD Boards in April. Although some KWD Trustees expressed interest in being provided with further information regarding this merger, the majority of the KSTD Trustees were uninterested in a merger at this time. Therefore, merger discussions have been discontinued.

#### **ITEM 8: GENERAL MANAGER'S REPORT**

The Trustees were provided with the General Manager's report, and a brief review was conducted by Mr. Crouse.

Mr. Crouse commended KWD staff, Mr. Bickford, Mr. Nicol, Mr. Zetterman, and Mr. Kenney, and CDM Smith staff on the collaborative efforts on the PFAS mitigation project.

Mr. Crouse also recognized the Engineering team, Mr. Zetterman, Mr. Kenney, and Mr. Boucher, as their continued efforts result in cost savings for KWD and the ratepayers.

Mr. Crouse updated the Board members on Maine Legislative bill LD 1111, "An Act to Provide Water Service to Fairfield Residents Affected by Perfluoroalkyl and Polyfluoroalkyl Substances". Mr. Crouse provided informational testimony to the legislative committee neither for nor against this bill.

He also updated the Board members on Maine Legislative bill LD 1326, "An Act to Protect the Drinking Water for Consumers of Certain Water Systems by Establishing Maximum Contaminant Levels for Certain Perfluoroalkyl and Polyfluoroalkyl Substances". The Maine Water Utilities Association provided testimony against this bill as having state standards in addition to federal standards will only make compliance more complicated and expensive.

Referring to his report, Mr. Crouse explained the situation of a main break which may have impacted the volume of water entering a customer's basement causing the sump pump to run nearly continuously. This homeowner is seeking a good will payment of \$65.00 for the extra electricity used by the sump pump. The consensus of the Trustees was to submit the claim to KWD's insurance carrier, Maine Municipal Association.

On behalf of the Board members, President Richards thanked Mr. Crouse for the review of the General Manager's report.

#### **ITEM 9: DEPARTMENT REPORTS**

As part of their Board packet, the Trustees were provided with the Monthly Department Reports prepared by the respective managers.

In response to a question from Trustee Fuller, Mr. LaPlante replied the Maine Department of Labor SafetyWorks will be at KWD the end of May to conduct sound level testing on the new vacuum truck and pneumatic jackhammer.

At the request of Trustee Fuller, Mr. Bickford updated the Board on the projects required by the U. S. Environmental Protection Agency's Lead and Copper Rule Revisions to identify the material composition for KWD owned service lines and customer owned service lines.



On behalf of the Board members, President Richards thanked the Department Managers for their reports.

**ITEM 10: TRUSTEE COMMENTS, CONCERNS, AND/OR IDEAS**

**A. Review of Term Expirations for Trustees**

The status of terms for the present Board of Trustees was reviewed. The appropriate municipalities will be notified of the upcoming openings for the general election. Trustees interested in running for re-election should speak to their respective city/town officials regarding the appropriate steps necessary to be placed on the ballot.

**ITEM 11: PUBLIC PARTICIPATION**

None

**ITEM 12: AS NEEDED: EXECUTIVE SESSION – MRS TITLE 1, §405:  
EXECUTIVE SESSIONS SECTION 6.**

None

**ITEM 13: ADJOURNMENT**

Motion by Trustee Talbot, “to adjourn the meeting,” seconded by Trustee Williams.

Roll Call Vote: Trustee Earickson – Yea, Trustee Talbot – Yea, Trustee Richards – Yea, Trustee Stabins – Yea, Trustee Murray – Yea, Trustee Fuller – Yea, Trustee Whateley – Yea, Trustee Williams – Yea. Motion carried unanimously.

Meeting adjourned at 9:08 a.m.

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Sue Markatine, Recording Secretary

## A. ACCOUNT WARRANT JUNE 5, 2025

NO.	CHECK DATE	VENDOR NAME	DESCRIPTION	DOLLAR AMOUNT
1	04/30/2025	FLORES & ASSOCIATES	HEALTH INS. DEDUCTIBLE REIMBURSEMENT	675.83
2	04/30/2025	KENNEBEC COUNTY REGISTRY OF DEEDS	LIEN DISCHARGE FILING FEES-3 PROPERTIES	66.00
3	05/01/2025	TREASURER, STATE OF MAINE	MONTHLY SALES TAX	3,293.57
4	05/05/2025	ADVANCE 1 CLEANING SERVICES, INC.	MONTHLY CLEANING SERVICE	1,350.00
5	05/05/2025	CDM SMITH, INC.	PFAS MITIGATION PILOT DESIGN SERVICES	16,890.70
6	05/05/2025	CENTRAL MAINE POWER	MONTHLY ELECTRICITY-VARIOUS LOCATIONS	430.80
7	05/05/2025	CINTAS	EMPS. UNIFORM/CLOTHING SERVICE-2 WEEKS	374.60
8	05/05/2025	CONSOLIDATED COMMUNICATIONS	MONTHLY INTERNET SERVICE	374.98
9	05/05/2025	EAGLE RENTAL	JACK HAMMER RENTAL-MAIN REPLACE-LEDGE	10,040.00
10	05/05/2025	EXPRESS ELECTRIC EEC	ELECTRICAL WORK-BRAY VALVES-WTP	1,522.22
11	05/05/2025	KENNEBEC EQUIPMENT - FAIRFIELD	LIFT RENTAL TO FIX LIGHT & INSULATION	275.00
12	05/05/2025	W.B. MASON CO., INC.	FLANNEL WIPERS	461.16
13	05/05/2025	MODERN INDUSTRIES, INC.	WATER TEST	825.00
14	05/05/2025	CARPARTS DIST. CENTER-MOTOR SUPPLY	TRUCK BATTERY	174.93
15	05/05/2025	FANADO PELOTTE CONTRACTOR	PARKING LOT SWEEP-DRUMMOND AVE	2,576.00
16	05/05/2025	QUILL CORPORATION	NEW TRUSTEE NAME PLATE	15.59
17	05/05/2025	SOURCE, INC.	BACKUP SCADA ROUTER	523.00
18	05/05/2025	SPILLER'S	MARKING PAINT	171.36
19	05/05/2025	VERIZON WIRELESS	MONTHLY TELEPHONE/DATA SERVICE	672.23
20	05/05/2025	VERRILL	LEGAL SERVICES	729.00
21	05/05/2025	F.W. WEBB COMPANY	WATER SYSTEM REPLACE ITEMS/EAR MUFFS	8,090.08
22	05/05/2025	FLORES & ASSOCIATES	HEALTH INS. DEDUCTIBLE REIMBURSEMENT	35.79
23	05/08/2025	CAPITAL ONE TRADE CREDIT-AUBUCHON	HOSE COUPLER	9.99
24	05/08/2025	CREATIVE PRINT SERVICES	#10 WINDOW ENVELOPES-5,000	426.30
25	05/08/2025	DIG SAFE SYSTEM, INC.	MONTHLY COST OF OPERATIONS	843.17
26	05/08/2025	GENERAL ALUM N.E. CORP.	ALUM-WTP	5,378.86
27	05/08/2025	HUSSEY COMMUNICATIONS, INC.	MONTHLY INTERNET SERVICE	182.00
28	05/08/2025	KRAVITCH MACHINE COMPANY	LONG HANDLED PLIERS	1,019.19
29	05/08/2025	NORTHEAST LABORATORY	WATER TESTS	255.00
30	05/08/2025	PORTLAND PAPER PRODUCTS	CLEANING/TISSUE SUPPLIES	444.91
31	05/08/2025	TECHNOLOGY SOLUTIONS OF MAINE	MONTHLY ANSWERING SERVICE	105.30
32	05/08/2025	VERIZON	MONTHLY VEHICLE DATA SERVICE	303.20
33	05/08/2025	WATERTOWN SEWERAGE DISTRICT	QUARTERLY SEWER CHARGE-2 LOCATIONS	106.92
34	05/08/2025	CITY OF WATERTOWN	MONTHLY VEHICLE FUEL USAGE-2 MONTHS/ PLEASANT STREET HIGHWAY OPENING PERMIT	33,627.04
35	05/08/2025	F.W. WEBB COMPANY	WATER SYSTEM REPLACE ITEMS/TRACER WIRE/DRAINAGE PIPE COUPLING	2,023.87
36	05/08/2025	MAINEPERS	MONTHLY EMPLOYER RETIREMENT CONTRIBUTION	16,212.50
37	05/08/2025	MAINEPERS	MONTHLY GROUP LIFE PREMIUMS	1,132.10
38	05/12/2025	FLORES & ASSOCIATES	HEALTH INS. DEDUCTIBLE REIMBURSEMENT	74.23
39	05/15/2025	AQUA BACKFLOW, INC.	PROGRAM MANAGEMENT SERVICE	595.00
40	05/15/2025	CENTERLINE UTILITIES	MONTHLY KWD LOCATES	4,913.44
41	05/15/2025	CINTAS	EMPLOYEES UNIFORM/CLOTHING SERVICE	187.30
42	05/15/2025	CORE & MAIN LP	IPERL/ALLY 3 TERMINAL SCREWS CABLE	1,295.50
43	05/15/2025	DEAD RIVER COMPANY	OIL/PROPANE-VARIOUS LOCATIONS	345.20
44	05/15/2025	ERGOS TECHNOLOGY PARTNERS, INC.	BACKUP SERVICES-2 MONTHS	300.00
45	05/15/2025	EUROFINS EATON ANALYTICAL, INC.	WATER TESTS	515.00
46	05/15/2025	KENNEBEC EQUIPMENT - FAIRFIELD	PROPANE FOR FORKLIFT	16.15
47	05/15/2025	KOZAK & GAYER P.A.	LEGAL SERVICES-REAL ESTATE MATTERS	45.00
48	05/15/2025	ME LOCAL GOV HUMAN RESOURCES ASSOC.	ANNUAL MEMBERSHIP FEE-2 EMPLOYEES	70.00
49	05/15/2025	MAINE OXY	3-YEAR LEASE FOR 2 CO2 CYLINDERS	299.75
50	05/15/2025	MAINE RURAL WATER ASSOCIATION	PUMP SCHOOL SEMINAR-2 EMPLOYEES	250.00
51	05/15/2025	MAINE WATER UTILITIES ASSOCIATION	TERMS & CONDITION SEMINAR/BI-MONTHLY MTG.	115.00
52	05/15/2025	CARPARTS DIST. CENTER-MOTOR SUPPLY	CHAIN LUBE SPRAY	16.52
53	05/15/2025	NORTHEAST LABORATORY	WATER TESTS	515.00



## A. ACCOUNT WARRANT JUNE 5, 2025

NO.	CHECK DATE	VENDOR NAME	DESCRIPTION	DOLLAR AMOUNT
54	05/15/2025	PINE TREE WASTE, INC.	PORTAPOTTY RENTAL/RUBBISH REMOVAL	368.94
55	05/15/2025	PROSEAL, LLC	PAVEMENT PATCHES-VARIOUS LOCATIONS	22,167.66
56	05/15/2025	UNITED AG & TURF NE, LLC	HYDRAULIC FLUID	136.60
57	05/15/2025	F.W. WEBB COMPANY	BOLTPAK	74.40
58	05/15/2025	DIVVY-VISA CREDIT CARD	SIM CARDS/MICROSOFT SUBS./MARKERS/MISC.	
		SUPPLIES/MONTHLY TELEPHONE/MWUA SEMINARS/BOAT GAS/TAX REFUND PROCESS FEE/		
		TRAILER LIGHTS/COMPUTER SUPPLIES/SURGE PROTECTOR/MEETING FOOD/REPLACEMENT		
		LAPTOP/GOOGLE WORKSPACE SUB./ID CARD PRINTING EQUIPMENT/OFFICE SUPPLIES/ETHICS		
		TRAINING/CLEANING SUPPLIES/NEW FLAG/ADMIN DAY GIFTS/WALL ORGANIZER/LIGHT/		
		WTP SHOP SUPPLIES/PFAS SAMPLE SHIPPING FEE/HARVEST GAME CAMERA/MAINE LAW		
		POSTERS/NEWWA MEMBERSHIP/AWA DUES/BANGOR DAILY NEWS SUBSCRIPTION		4,700.52
59	05/16/2025	PAYMENTUS	MNTHLY CUSTOMER CC TRANSACTIONS FEE	3,262.04
60	05/19/2025	FLORES & ASSOCIATES	HEALTH INS. DEDUCTIBLE REIMBURSEMENT	1,149.23
61	05/22/2025	CAPITAL ONE TRADE CREDIT-AUBUCHON	BUCKET	4.79
62	05/22/2025	CINTAS	EMPLOYEES UNIFORM/CLOTHING SERVICE	187.30
63	05/22/2025	635-CONSOLIDATED COMMUNICATIONS	MONTHLY TELEPHONE SERVICE	136.26
64	05/22/2025	EAGLE RENTAL	JACK HAMMER RENTAL-MAIN REPLACE-LEDGE	15,415.00
65	05/22/2025	TOWN OF FAIRFIELD	REFUND FOR MXU BOX-DID NOT INSTALL	178.00
66	05/22/2025	GONETSPEED	MONTHLY TELEPHONE/INTERNET SERVICE	114.90
67	05/22/2025	INFOSEND, INC.	BILL PROCESSING AND MAILING	2,587.41
68	05/22/2025	MAINE INFORMATION NETWORK, LLC	MUNICIPAL FORMS LIBRARY ANNUAL FEE	400.00
69	05/22/2025	TREASURER, STATE OF MAINE-HETL	WATER TESTS	280.00
70	05/22/2025	MESSALONSKEE STREAM HYDRO, LLC	ENERGY CREDITS	27,900.29
71	05/22/2025	THAYER CORPORATION	REPAIR AIR CONDITIONERS-WTP	587.20
72	05/23/2025	FLORES & ASSOCIATES	MONTHLY ADMIN FEE DEDUCTIBLE REIMBURSE	84.00
73	05/27/2025	FLORES & ASSOCIATES	HEALTH INS. DEDUCTIBLE REIMBURSEMENT	1,553.74
74	05/29/2025	MAINE MUNICIPAL EMPS. HEALTH TRUST	MONTHLY HEALTH INSURANCE PREMIUMS	36,802.80
75	05/29/2025	NORTHEAST DELTA DENTAL	MONTHLY DENTAL INSURANCE PREMIUMS	1,021.25
TOTAL WARRANT				240,303.61



**Kennebec Water District**  
**Balance Sheet**  
**As of April 30, 2025**

	April 2025	April 2024	Variance
<b>ASSETS</b>			
<b>Current Assets</b>			
Cash	7,902,637.52	6,136,560.64	1,766,076.88
Accounts Receivables	1,122,665.72	429,102.67	693,563.05
Unbilled services	839,770.66	740,586.30	99,184.36
Prepaid expenses	90,269.68	85,629.93	4,639.75
Inventory	419,917.99	480,715.68	(60,797.69)
<b>Total Current Assets</b>	10,375,261.57	7,872,595.22	2,502,666.35
<b>Non-Current Assets</b>			
Other Assets	51,108.06	54,058.10	(2,950.04)
<b>Total Non-Current Assets Excluding Capital</b>	51,108.06	54,058.10	(2,950.04)
<b>Capital Assets</b>			
Capital assets, not being depreciated	1,434,681.20	1,322,441.31	112,239.89
Capital assets, being depreciated	88,371,791.57	84,430,130.61	3,941,660.96
Accumulated Depreciation	(31,079,190.93)	(29,578,279.01)	(1,500,911.92)
<b>Total Capital Assets</b>	58,727,281.84	56,174,292.91	2,552,988.93
<b>DEFERRED OUTFLOWS OF RESORUCES</b>			
Deferred Other Post Employee Benefits	23,883.19	23,883.19	-
Deferred Pension Benefits	219,994.14	219,994.14	-
<b>Total Deferred Outflows of Resources</b>	243,877.33	243,877.33	-
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS</b>	<b>69,397,528.80</b>	<b>64,344,823.56</b>	<b>5,052,705.24</b>
<b>LIABILITIES</b>			
<b>Current Liabilities</b>			
Accounts Payable	53,332.45	3,675.37	49,657.08
Accrued Expenses	141,000.00	875.00	140,125.00
Accrued wages and benefits	10,368.77	3,056.24	7,312.53
Accrued Interest Payable	326,853.94	311,051.05	15,802.89
Short-Term Debt	1,538,585.89	-	1,538,585.89
Current portion of LT Debt	967,511.48	581,072.54	386,438.94
<b>Total Current Liabilities</b>	3,037,652.53	899,730.20	2,137,922.33
<b>Non-Current Liabilities</b>			
Other Post Employee Benefits Liabilities	218,933.00	218,933.00	-
Net Pension Liability	640,280.00	640,280.00	-
Accrued Compensated Balances	67,497.96	70,974.16	(3,476.20)
Unamortized bond premium, less current	340,103.78	362,678.62	(22,574.84)
Long-Term Debt (Net)	23,349,926.79	23,612,246.01	(262,319.22)
<b>Total Non-Current Liabilities</b>	24,616,741.53	24,905,111.79	(288,370.26)
<b>TOTAL LIABILITIES</b>	<b>27,654,394.06</b>	<b>25,804,841.99</b>	<b>1,849,552.07</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred Credits	3,825,363.87	2,605,624.16	1,219,739.71
Deferred Other Post Employee Benefits	79,910.53	79,910.53	-
Deferred-Pension Benefits	140,443.84	140,443.84	-
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>4,045,718.24</b>	<b>2,825,978.53</b>	<b>1,219,739.71</b>
<b>NET POSITION</b>	<b>37,697,416.50</b>	<b>35,714,003.04</b>	<b>1,983,413.46</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</b>	<b>69,397,528.80</b>	<b>64,344,823.56</b>	<b>5,052,705.24</b>

**KENNEBEC WATER DISTRICT**

**MONTHLY INCOME STATEMENT FOR THE PERIOD ENDING APRIL 30, 2025**

	2025 APRIL ACTUAL	2024 APRIL ACTUAL	MONTHLY VARIANCE	2025 YTD ACTUAL	2024 YTD ACTUAL	YTD VARIANCE	2025 BUDGET	% OF BUDGET USED
<b>OPERATING REVENUES</b>								
METERED SALES RESIDENTIAL CUST	333,598	313,872	19,726	1,242,083	1,192,866	49,217	3,793,725	33%
METERED SALES COMMERCIAL CUST	106,640	98,288	8,351	401,807	383,482	18,325	1,227,034	33%
METERED SALES INDUSTRIAL CUST	151,422	138,538	12,885	579,374	466,710	112,664	1,042,117	56%
METERED SALES GOVERNMENTAL	16,874	15,243	1,631	63,742	60,008	3,734	201,094	32%
PUBLIC FIRE PROTECTION	220,490	211,053	9,437	444,220	422,106	22,113	894,866	50%
PRIVATE FIRE PROTECTION	88,153	82,346	5,807	176,224	164,358	11,866	350,297	50%
SALES FOR RESALE	16,281	14,408	1,872	66,178	57,022	9,157	206,417	32%
FORFEITED DISCOUNTS & PENALTIES	5,184	4,124	1,060	15,243	18,349	(3,106)	50,000	30%
MISC SERVICE REVENUE	3,676	5,002	(1,326)	16,236	17,169	(933)	43,900	37%
OTH WATER REVENUE (SALE READ)	6,927	6,927	-	20,053	20,053	-	52,500	38%
<b>TOTAL OPERATING REVENUES</b>	<b>949,243</b>	<b>889,801</b>	<b>59,442</b>	<b>3,025,809</b>	<b>2,802,122</b>	<b>223,686</b>	<b>7,861,950</b>	<b>38%</b>
<b>NON-OPERATING REVENUES</b>								
INTEREST & DIVIDEND INCOME	22,393	24,200	(1,806)	90,161	102,843	(12,682)	250,000	36%
MISCELLANEOUS INCOME/(LOSS)	59,617	13,110	46,507	66,353	33,753	32,599	244,500	27%
<b>TOTAL NON-OPERATING REVENUES</b>	<b>82,010</b>	<b>37,309</b>	<b>44,701</b>	<b>156,514</b>	<b>136,596</b>	<b>19,918</b>	<b>494,500</b>	<b>32%</b>
<b>TOTAL REVENUES</b>	<b>1,031,253</b>	<b>927,110</b>	<b>104,143</b>	<b>3,182,323</b>	<b>2,938,719</b>	<b>243,604</b>	<b>8,356,450</b>	<b>38%</b>
<b>OPERATING EXPENSES</b>								
SALARIES & WAGES EMPLOYEES	165,392	162,320	3,071	689,227	657,656	31,571	2,216,350	31%
EMPLOYEE PENSIONS & BENEFITS	64,257	66,242	(1,985)	264,758	266,357	(1,599)	832,500	32%
PURCHASED POWER	29,645	25,632	4,013	126,605	110,195	16,410	311,560	41%
CHEMICALS	24,688	12,166	12,521	64,924	94,536	(29,612)	200,000	32%
MATERIALS & SUPPLIES	36,864	32,028	4,836	148,412	102,815	45,597	480,354	31%
CONTRACTUAL SERVICES	96,154	41,179	54,976	306,997	150,096	156,901	1,065,812	29% a
RENTAL EXPENSE	526	161	365	1,032	291	741	7,175	14%
TRANSPORTATION EXPENSES	13,333	3,369	9,965	29,244	20,077	9,167	74,850	39%
INSURANCE	8,448	8,120	328	33,791	32,481	1,310	113,225	30%
TAXES OTH THAN INCOME	16,630	14,199	2,430	63,876	56,736	7,140	243,075	26%
MISCELLANEOUS EXPENSES	5,524	10,988	(5,465)	65,608	73,544	(7,936)	207,600	32%
<b>TOTAL OPERATING EXPENSES</b>	<b>461,459</b>	<b>376,405</b>	<b>85,055</b>	<b>1,794,474</b>	<b>1,564,784</b>	<b>229,690</b>	<b>5,752,501</b>	<b>31%</b>
<b>EARNINGS BEFORE INTEREST, TAXES, DEPR &amp; AMORT (EBITDA)</b>	<b>569,794</b>	<b>550,705</b>	<b>19,088</b>	<b>1,387,849</b>	<b>1,373,934</b>	<b>13,914</b>	<b>2,603,949</b>	<b>53%</b>

**KENNEBEC WATER DISTRICT**  
**MONTHLY INCOME STATEMENT FOR THE PERIOD ENDING APRIL 30, 2025**

	2025 APRIL ACTUAL	2024 APRIL ACTUAL	MONTHLY VARIANCE	2025 YTD ACTUAL	2024 YTD ACTUAL	YTD VARIANCE	2025 BUDGET	% OF BUDGET USED
DEPRECIATION AND AMORTIZATION EXPENSE (NON-CASH ITEMS)	150,523	134,062	16,462	602,093	537,705	64,388	1,742,176	35%
<b>TOTAL DEPRECIATION AND AMORTIZATION</b>	<b>150,523</b>	<b>134,062</b>	<b>16,462</b>	<b>602,093</b>	<b>537,705</b>	<b>64,388</b>	<b>1,742,176</b>	<b>35%</b>
INTEREST EXP-LT DEBT	68,245	65,306	2,939	273,304	263,751	9,553	840,000	33%
<b>TOTAL INTEREST &amp; AMORTIZATION</b>	<b>68,245</b>	<b>65,306</b>	<b>2,939</b>	<b>273,304</b>	<b>263,751</b>	<b>9,553</b>	<b>840,000</b>	<b>33%</b>
<b>NET INCOME</b>	<b>351,025</b>	<b>351,337</b>	<b>(312)</b>	<b>512,452</b>	<b>572,478</b>	<b>(60,027)</b>	<b>21,773</b>	<b>2354%</b>

**COMMENTS ON SIGNIFICANT 2025 ITEMS**

- a** Non-routine spending includes the following:
- Sebago Technics services for the transmission main line survey was \$19,807.
- CDM Smith services for PFAS Treatment Preliminary Design was \$44,049.



**Kennebec Water District**  
**Statement of Cash Flows**  
**For the Period Ending April 30, 2025**

<b>Cash Balance 03/31/2025</b>	<b>\$</b>	<b>7,463,200.11</b>
Utility Billing Receipts		853,101.65
Payments to Vendors		(298,394.73)
Interest		22,393.29
Flores return of overpayment		805.42
Payroll		(168,468.22)
Capacity Development Grant		30,000.00
<b>Net Monthly Activity</b>	<b>\$</b>	<b>439,437.41</b>
<b>Beginning Balance Plus Net Activity</b>	<b>\$</b>	<b>7,902,637.52</b>
<b><u>Cash and Investment Accounts-Ending Balances</u></b>		
Operating Checking Account TD Bank		1,328,487.56
Certificates of Deposit		5,961,045.96
Escrow for Vac Truck Loan		610,087.00
Cash Drawers & Petty Cash & Deposits		3,017.00
<b>Cash Balance 04/30/2025</b>	<b>\$</b>	<b>7,902,637.52</b>

**Reserve for Debt Payments**

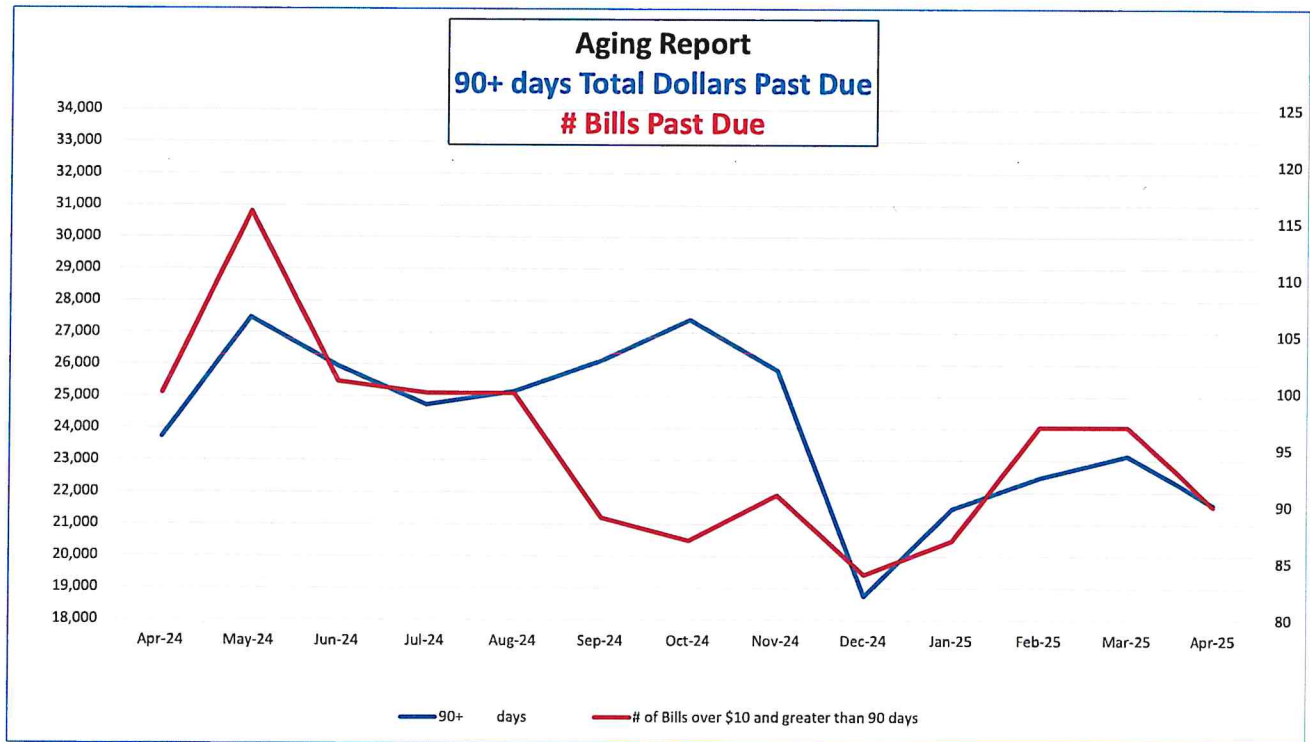
LESS RESERVE 2024 BOND PRINCIPAL	\$	20,880.00
LESS RESERVE 2024 BOND INTEREST	\$	4,240.92
LESS RESERVE 2022 BOND PRINCIPAL	\$	50,277.85
LESS RESERVE 2022 BOND INTEREST	\$	9,610.49
LESS RESERVE 2022 BOND PRINCIPAL	\$	36,198.55
LESS RESERVE 2022 BOND INTEREST	\$	6,919.26
LESS RESERVE 2022 REVENUE BOND PRINCIPAL	\$	425,000.00
LESS RESERVE 2022 REVENUE BOND INTEREST	\$	718,768.76
LESS RESERVE 2021 BOND PRINCIPAL	\$	32,338.26
LESS RESERVE 2021 BOND INTEREST	\$	5,798.39
LESS RESERVE 2020 BOND PRINCIPAL	\$	141,126.00
LESS RESERVE 2020 BOND INTEREST	\$	23,649.69
LESS RESERVE 2020 BOND PRINCIPAL	\$	23,694.00
LESS RESERVE 2020 BOND INTEREST	\$	3,813.57
LESS RESERVE 2009 STIMULUS PRINC	\$	7,168.71
LESS RESERVE 2011 BOND PRINCIPAL	\$	72,181.00
LESS RESERVE 2011 BOND INTEREST	\$	16,992.47
LESS RESERVE 2017 BOND PRINCIPAL	\$	136,470.00
LESS RESERVE 2017 BOND INTEREST	\$	17,307.78
<b>TOTAL CASH RESERVED BONDS</b>	<b>\$</b>	<b>1,752,435.70</b>

<b>Uncommitted Balance</b>	<b>\$</b>	<b>6,150,201.82</b>
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## Kennebec Water District

### AGING REPORT

	Current	31-60 days	61-90 days	90+ days	Total	# of Bills over \$10 and greater than 90 days
Apr-24	411,993	(11,886)	4,910	23,730	428,747	100
May-24	294,898	(1,736)	339	27,466	320,493	116
Jun-24	327,439	(1,773)	3,094	25,943	354,704	101
Jul-24	453,873	9,651	2,755	24,739	491,018	100
Aug-24	331,280	(7,584)	1,257	25,157	350,110	100
Sep-24	291,287	4,305	489	26,130	322,210	89
Oct-24	392,203	(6,165)	77	27,413	413,528	87
Nov-24	367,319	(4,185)	1,261	25,816	390,211	91
Dec-24	404,786	(2,704)	364	18,747	424,145	84
Jan-25	580,940	263	5,924	21,489	611,570	87
Feb-25	484,706	2,162	2,081	22,472	511,420	97
Mar-25	329,568	109,013	1,119	23,144	462,844	97
Apr-25	548,538	(1,904)	1,370	21,608	569,612	90





# MEMO

June 5, 2025

**To:** Kennebec Water District Board of Trustees  
**From:** Amy Dyer, Finance Manager  
**Cc:** Roger Crouse, General Manager  
**Subject:** Approval of Property and Casualty Insurance Proposal

## Need/Background

As stewards of the Kennebec Water District's assets and operations, it is vital that we periodically evaluate our insurance policies to ensure they provide comprehensive protection, comply with applicable laws, and meet the evolving needs of the organization. In alignment with best practices for risk management and fiduciary oversight, a review of our current insurance policy was conducted. The goal of this evaluation was to determine whether the existing coverages are adequate, competitively priced, and in full compliance with Maine State statutes governing public entities.

## Summary of Proposals:

Proposals were solicited from three insurance brokers in addition to the Maine Municipal Association. However, only two proposals were received: Cincinnati Insurance company (submitted by Cross Insurance) and Maine Municipal Association. Cincinnati is a reputable nationwide company. Maine Municipal Association has been KWD's insurance provider for many years.

While the Cincinnati proposal had a lower overall cost (\$6,165 less), the proposal does not provide the coverage levels requested by KWD in all areas and fails to cover some KWD assets. If the Cincinnati proposal was updated to cover the assets not covered (about \$6 million worth of assets including a storage tank valued at \$5.6 million) and the increased coverage levels, the Cincinnati proposal would be higher than the Maine Municipal Association price. Additionally, Cincinnati's proposal fails to account for the protections offered to KWD through the Maine Tort Claim's Act. Subsequently, the policy with Cincinnati would increase KWD's financial exposure to claims.

Therefore, I recommend KWD remains with the Maine Municipal Association. The following table summarizes the two proposals.





	Cincinnati Insurance Company	Maine Municipal Association	Comments
<b>Cost</b>	<ul style="list-style-type: none"> <li>• \$67,268</li> </ul>	<ul style="list-style-type: none"> <li>• \$73,433</li> </ul>	<p>Cincinnati's proposal doesn't cover all assets and provides less coverage.</p> <p>KWD has been very satisfied with Maine Municipal's service.</p>
<b>Pros</b>	<ul style="list-style-type: none"> <li>• Rate guaranteed for three years (premium cost adjustments still occur based upon payroll and property value adjustments)</li> <li>• Lower premium (as proposed)</li> <li>• Reputable firm</li> </ul>	<ul style="list-style-type: none"> <li>• Long track record of high-quality service and coverage</li> <li>• Tailored public service coverage</li> <li>• Known entity – no transition</li> <li>• Provides dividends (around \$3K per year)</li> <li>• Risk reduction grant opportunities (up to \$3K per year)</li> <li>• Maintains KWD's protections under Maine's Tort Claim Act.</li> <li>• Full limits on Public Officials Liability and Employment Practices Liability</li> <li>• Clear, inclusive language on pollution, SCADA, cyber, and underground utility protection.</li> <li>• Higher premium (than the reduced coverage offered by Cincinnati).</li> </ul>	
<b>Cons</b>	<ul style="list-style-type: none"> <li>• Policy as presented does not meet KWD's specifications</li> <li>• Requires transition to new provider</li> <li>• Appears to void KWD's protections under Maine's Tort Claim Act.</li> </ul>		<p>Cincinnati's proposal will likely exceed Maine Municipal's cost if equal coverage is provided. The loss of the protections under Maine's Tort Claim Act will increase KWD's financial risk.</p>



### **Adjusting KWD's Current Coverage**

Maine Municipal Association's member services supervisor recommend that KWD reconsider the level of "excess coverage" in our policy. KWD has for many years included \$5M in excess coverage in our policy. However, Maine Municipal's standard excess coverage is \$2M of coverage. (Cincinnati's excess coverage is \$1,000,000.) If we reduced our excess coverage to \$2M, we would save \$3,658. If we reduced the excess coverage to \$3M, we would save \$2,812.

### **Request:**

Following a thorough review and comparison of the two insurance proposals — one from The Cincinnati Insurance Company (via Cross Insurance) and one from the Maine Municipal Association — I am requesting Board of Trustee approval of the proposal from the Maine Municipal Association at one of the following levels:

<b>Excess Coverage Level</b>	<b>Total Premium (July 1, 2025 – June 30, 2026)</b>
\$5 million	\$73,433
\$3 million	\$70,621
\$2 million	\$69,775



# MEMO

June 5, 2025

**To:** Kennebec Water District Board of Trustees

**From:** Matt Zetterman, Engineering Manager

**Cc:** Roger Crouse, General Manager

**Subject:** Request for Authorization of Agreement between KWD and Dirigo Engineering for the design of the Chase Ave Pump Station Upgrade Project.

**Need/Background:**

The Chase Avenue Pump Station is 50 years old with the original pumps, surge control systems, flow metering, and electrical equipment with no back-up power. To maintain reliable service to the customers served by this pump station, KWD needs to modify the existing station or replace it with a new station. Both alternatives have advantages and disadvantages, and after working with Dirigo Engineering on an evaluation, it has been determined that the most cost-effective option is to upgrade the existing building. The cost estimate for each option is as follows:

- Option 1A – Pump Station Upgrade with two horizontal pumps - \$1,274,000.
- Option 1B – Pump Station Upgrade with three vertical pumps - \$1,256,000.
- Option 2 – New Pump Station with three vertical pumps - \$1,418,000.

The preferred option, Option 1A, includes replacing pumps, electrical equipment, and controls, and making site and building improvements. It also includes installing a backup generator to make sure there's no interruption to service in the event of an extended power outage. While Option 1A is slightly more money than Option 1B, horizontal pumps operate at a lower speed and should have less maintenance and a longer life than the vertical pumps proposed in Option 1B.

**Summary of Proposals/Bids:**

In October 2024, KWD solicited proposals from engineering firms for the evaluation, and eventual upgrade, of the Chase Avenue Pump Station. Dirigo Engineering was the lowest cost proposal for the evaluation of the pump station options amongst three engineering firms and was ultimately selected to perform the work. We feel it's prudent to continue working with Dirigo on the design and contract administration of the upgraded pump station because of their familiarity with the project, because they have proven to be cost effective, and to keep the project on schedule for construction in 2026.

The proposed cost for design services is \$90,000 which includes engineering design, application for SRF funding and bidding for the project. A copy of the proposal is attached.

**Request:**

I am requesting Trustee approval to enter into an agreement with Dirigo Engineering for design services for the Chase Ave Pump Station Upgrade Project for \$90,000.00.



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# ***DIRIGO ENGINEERING***

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2 Dirigo Drive Fairfield, Maine 04937 (207) 453-2401 Fax: (207) 453-2405

May 29, 2025

Mr. Matt Zetterman, Engineering Manager  
Kennebec Water District  
131 Drummond Avenue  
Waterville, ME 04901

**RE: Proposal for Chase Avenue Pump Station Upgrades**

Dear Matt;

We are please to present the following proposal for engineering services related to the design and construction of pump station upgrades for the Chase Avenue Pump Station. The project will include:

- Building renovations including double door, repair/repointing masonry, new siding on wood portion of building.
- Demolition of all internal piping, pumps, etc.
- Demolition of all 3-phase power.
- Demolition of existing SCADA (potential for re-use will be evaluated).
- Demolition of existing pump pads, if required.
- Filling of existing pipe gallery, if desired.
- Design of all new, above floor piping.
- Design of 2 new split-case centrifugal pumps.
- Design of new isolation valves, check valves and flow meters.
- Design of new 3 phase electrical system with control panel, VFD's and emergency stand-by generator.
- Design of new instrumentation and controls.
- Temporary by-pass pumping.

**Scope of Work**

**Design Phase Services**

**1.1 Topographic Information** – Dirigo Engineering will conduct a topographic survey of the project area. Information we will obtain includes physical features such as roadway, utilities, buildings, etc.

**1.2 Preliminary Design** – Dirigo will prepare a set of preliminary design drawings including;

- Site Plan
- Floor Plan
- Elevations
- Mechanical Plan
- Instrumentation & Controls
- Electrical Plan
- Details

These plans will be furnished to you for review and comment.

### ***1.3 90% Plans and Technical Specifications***

Once we receive your input, we will complete 90% plans and technical specifications. These plans and specifications will be submitted to you and the Maine Drinking Water Program for review and approval.

### ***1.4 Final Plans & Specifications***

We will prepare final design plans and contract documents. The contract documents (plans & specifications) will be suitable for public bidding. Contract Documents will follow the funding agency requirements. We will provide the Owner with 3 paper copies and an electronic copy, in pdf format, of the final contract documents. If requested additional paper copies can be provided.

***1.5 Environmental Review*** – An environmental review will be required for SRF funding source. We will prepare and submit an environmental review according to SRF guidelines

***1.6 SRF Funding Application*** – We will prepare a funding application for SRF in the fall of 2025.

***1.7 Permitting*** – Permitting requirements for the proposed project will be minimal. A building permit from the City of Waterville will be required. Dirigo will prepare the permit application and any fees from the city will be paid by the water district.

***1.8 Cost Estimate*** – We will update the project cost estimate utilizing final design plans. This estimate will include construction and other costs.

***1.9 Bidding*** - We will assist in advertising the project for construction bids. We will prepare the Advertisement for Bids and submit it to construction plan rooms and a local newspaper for advertising. We will provide contract documents for bidders and material suppliers (at a nominal fee to each bidder). We will answer questions during bidding. We will attend the bid opening and prepare tabulations of results, evaluate the qualifications of the low bidder(s) and make award recommendations. Advertisement fees will be paid by the water district.

Once the contractor has been selected, we will prepare the contracts for signing. We will coordinate a contract signing/preconstruction meeting with the project stakeholders, Contractor, affected utilities, etc.

### **Construction Phase Services**

**2.1 Contract Administration** - We will provide contract administration services during the project's construction phase. We will represent the project stakeholders and work to protect their interests throughout the project. Contract Administration tasks will include the following:

- Review shop drawings and schedules submitted by the Contractor.
- Prepare Operations & Maintenance Manual, which will include manufacturer's manuals as well as operational information on instrumentation, etc.
- Review and approve the monthly pay applications for the contracts
- Review and process any necessary change orders
- Attend a monthly meeting to discuss the work status, issues, pay applications, etc.
- Support on warranty work

**2.2 Construction Monitoring** – Construction monitoring refers to visual observation of materials, equipment or construction work for the purpose of determining that the work is in substantial conformance with the contract documents and with the design intent. It is our understanding the district intends to perform construction monitoring with your own personnel. We have included only part time inspection to supplement the district in our Scope of Work. Dirigo can provide full time inspection if requested.

**2.3 Start-up** - Dirigo Engineering will coordinate with the Water District, the Contractor and his subcontractors, and equipment manufacturers to perform the station start-up. During the start-up we will test the various controls, equipment, alarms, etc. We will also provide training and answer any questions. We will refine controls to address any issues that may arise during start-up. An O & M manual will be provided.

**2.4 Record Drawings** – Dirigo Engineering will generate record drawings of the work following the completion of the project. It will be the responsibility of the district to obtain field measurements and drawings of completed work. Once we have received data from the Contractor, Dirigo will prepare the record drawings. We will provide these record drawings to the district in paper and electronic formats.

### **Engineering Fees**

Dirigo will provide the services listed in our Scope of Services for the following lump sum and estimated fees.



<b>Design Phase Services (Lump Sum)</b>		
Item	Description	Cost
1.1	Topographic Survey	\$2,000.00
1.2	Preliminary Design	\$20,000.00
1.3	90% Plans & Specifications	\$30,000.00
1.4	Final Plans & Specifications	\$25,000.00
1.5	Environmental Review	\$3,000.00
1.6	SRF Application	\$500.00
1.7	Permitting	\$5,000.00
1.8	Cost Estimate	\$1,000.00
1.9	Bidding	\$3,500.00
	<b>Design Phase Total</b>	<b>\$90,000.00</b>
<b>Construction Phase Services (Lump Sum except Construction Monitoring)</b>		
Item	Description	Cost
2.1	Contract Administration	\$35,000.00
2.2	Construction Monitoring (Part-time 280 hours), est.	\$25,000.00
2.3	Start-up/O&M	\$5,000.00
2.4	Record Drawings	\$3,000.00
	<b>Construction Phase Total</b>	<b>\$68,000.00</b>
	<b>Total Estimated Fees</b>	<b>\$158,000.00</b>

**Schedule**

Work Task	Anticipated Completion Date
1.1 – 1.2	August, 2025
1.3, 1.5, 1.6, 1.8	September, 2025
1.4,1.7,1.8	December, 2025
1.9	January, 2026
2.1-2.4	Summer, 2026

**Agreement & Authorization to Proceed**

If you are in agreement and would like us to proceed, please sign and return a copy of this letter to us. Our Agreement includes this letter and the attached General Provisions. If you have any questions, please do not hesitate to contact us.

Sincerely,

**Dirigo Engineering**

  
Ricky S. Pershken, P.E.  
Project Manager

Accepted By:

**Kennebec Water District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

*Enclosures*

**Dirigo Engineering**

**GENERAL PROVISIONS**

**January, 2025 through December, 2025**

**General**

These General Provisions are to be attached to and made a part of the LETTER OF AGREEMENT and/or PROPOSAL between **Dirigo Engineering** (referred to as "**Dirigo**") and **Client**.

**Dirigo** shall perform for **Client** professional engineering services for the project as outlined in the LETTER OF AGREEMENT and/or PROPOSAL. **Dirigo** will strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

**Client** shall provide to **Dirigo** all criteria and full information as to **Client's** requirements for the project. This includes all existing plans, reports, surveys, etc. relating to the Project and Project Site. Also, any information or knowledge relating to property lines, easements, utilities, zoning or deed restrictions shall be provided to **Dirigo**. Any information or knowledge relating to agencies having review, funding or regulating interest in the Project or Project Site shall be provided to **Dirigo**.

**Client** shall provide all permission and right-of-way of entry for **Dirigo** to complete the work. This Agreement is to be governed by the law of the State of Maine.

**Drawings and Documents**

All documents including Drawings, Specifications, Correspondence and Reports prepared or furnished by **Dirigo** pursuant to this Agreement are instruments of service in respect of the Project and **Dirigo** shall retain ownership of said documents whether or not the Project is completed. **Client** may make and retain copies for information and reference in connection with the use and occupancy of the Project by **Client** and others; however, such documents are not intended or represented to be suitable for reuse by **Client** or others on extensions of the Project or on any other project. **Client** agrees not to reuse any documents without written verification or adaptation by **Dirigo**. Any reuse without written verification or adaptation by **Dirigo** for the specific purpose intended will be at **Client's** sole risk and without liability or legal exposure to **Dirigo**. The cost of verification or adaptation is not included in this Project's budget but will be set at rates to be agreed upon by **Client** and **Dirigo**.

**Insurance**

**Dirigo** is protected by Workman's Compensation Insurance, Professional Liability Insurance and Commercial General Liability Insurance. Certificates will be provided to **Client** upon request. **Dirigo** will not be responsible for any loss, damage or liability arising from **Client's** negligent acts, errors and omissions and those by **Client's** staff, consultants, contractors and agents or from those of any person for whose conduct **Dirigo** is not legally responsible.



### **Opinions (or Estimates) of Cost**

Since **Dirigo** has no control over the cost of labor, materials, equipment, or services furnished by others, or over a Contractor(s)'s methods of determining prices, or over competitive bidding or market conditions, **Dirigo's** opinions of probable Project Costs and Construction Costs are to be made on the basis of **Dirigo's** experience and qualifications and represent **Dirigo's** best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but **Dirigo** cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by **Dirigo**. **Dirigo's** services to modify the Contract Documents to bring the Construction Cost within any limitation established by **Client** will be considered Additional Services (which are not included in the original Scope of Services) and paid for as such by **Client**.

### **Project Reviews and Approvals**

When stated in the Scope of Services, **Dirigo** shall submit project documents to the appropriate funding, review and governmental agencies for their review and approval. **Dirigo** makes no guarantee that any approvals or funding will be obtained or that submittals will be reviewed or approved in a timely manner. **Client** shall inform **Dirigo** as to any review and approvals that need to be obtained.

### **Invoices**

Invoices will be submitted monthly. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. **Client** agrees to pay a finance charge of 1.5 percent per month on past due amounts. For items to be paid on a lump sum basis, the invoice will reflect the percentage of the work completed. For items to be paid on a time charge basis, the invoice will show the charges for the various service and expense classifications for the billing period according to the following Time Charge Schedule:

Principal Engineer	\$221.00/hr	Resident Project Representative	\$88.00/hr
SCADA Technician	\$170.00/hr	Engineering Technician	\$88.00/hr
Geologist	\$185.00/hr	Administrative Assistant	\$67.00/hr
Senior Process Engineer	\$185.00/hr	Project Administrator	\$225.00/hr
Project Manager / Sr. Project Eng.	\$160.00/hr	Licensed Plant Operator	\$100.00/hr
Professional Engineer	\$140.00/hr	GPS Equipment with Operator	\$270.00/hr
Graduate Engineer	\$100.00/hr	Mileage	Federal Rate
Service Technician	\$135.00/hr	Subs, Materials & Expenses	Cost + 10%

All time charge projects will be billed for administrative and management services in addition to technical services and related expenses.

**Limitation of Liability**

For any damage or costs resulting from error, omission, or other professional negligence in the performance of **Dirigo's** services, the liability of **Dirigo** to all claimants will be limited to an aggregate sum not to exceed the total engineering fee. If **Client** prefers not to limit **Dirigo's** professional liability to this sum, **Dirigo** will waive this limitation upon **Client's** written request provided that **Client** agrees to pay for this waiver an additional agreed upon consideration. **Client's** request for this option must be made in writing at the time of acceptance of Proposal. This charge is consideration for the greater risk involved in performing work for which there is no limitation of liability. It should not be construed as a charge for additional professional liability insurance.

**Client** acknowledges that **Dirigo** is a corporation and agrees that any claim made by the **Client** arising out of any act or omission of any officer or employee of **Dirigo** in the execution or performance of this Agreement shall be against **Dirigo** and not against such officer or employee.

**Hazardous Materials**

It is acknowledged by both parties that **Dirigo's** scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event **Dirigo** or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of **Dirigo's** services, an official representative of **Dirigo** may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until **Client** retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

**Client** agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless **Dirigo**, its officers, partners, employees, agents and consultants from and against any and all claims, suits, demands, liabilities, losses, or costs, including reasonable attorneys' fees and defense costs, resulting or accruing to any and all persons, firms, and any other legal entity, caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the jobsite, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action.

**Construction Review**

Construction Review refers to visual observation (by **Dirigo**) of materials, equipment or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Construction Review shall not relieve the Contractor of Contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make **Dirigo** an insurer of the Contractor's performance; and shall not impose upon **Dirigo** any obligation to see that the work is performed in a safe manner.

During Construction Review, **Dirigo** shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite work for Contractor; shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents; shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.



**Client** shall have Contractor submit to **Dirigo** for review shop drawings of all materials to be used for construction. Construction Review and Shop Drawing Review shall be paid for by **Client** on a time charge basis. **Client** shall keep **Dirigo** notified of when construction will start and of the status of the construction phases.

**Client** recognizes that it is neither practical nor customary for **Dirigo** to include all construction details in plans and specifications, creating a need for interpretation in the field by **Dirigo**. **Client** also recognizes that Construction Review permits **Dirigo** to identify and correct quickly and at comparatively low cost professional errors or omissions that are revealed through construction, or errors or omissions committed by others due to misinterpretation of design documents, or due to other causes. For the foregoing reasons, Construction Review is generally considered an essential element of a complete design engineer's service. Accordingly, if **Client** directs **Dirigo** to not provide construction monitoring, **Dirigo** shall not be responsible for the consequences of any of **Dirigo's** acts, errors or omissions, except for those consequences which, it reasonably could be concluded, **Dirigo's** review services would not have prevented or mitigated.

### **Amendments and Assignments**

This Agreement may only be modified in writing signed by both **Dirigo** and **Client**. The Time Charge Schedule Rates shall be increased by 4% on January 1 of each year and **Client** agrees to pay any reasonable Time Charge increases which are from time-to-time necessary in the operations of **Dirigo**.

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, **Dirigo** will be paid for all services rendered to the date of termination and all expenses. Neither **Client** nor **Dirigo** may delegate, assign, sublet or transfer his/its duties or interest in this Agreement without the written consent of the other party. **Dirigo** may retain any necessary subconsultants and this shall not be considered an assignment of this contract. **Dirigo** is not obligated to provide the services outlined in this Agreement or to provide the services at the price stated if this Agreement is not accepted by **Client** within 30 days.

### **Permits**

It is the responsibility of **Client** to obtain all required permits and to comply with their conditions. When referenced in the Scope of Services, **Dirigo** will assist by preparing permit applications or documents for submission to the various agencies. The scope of required permitting is contingent upon the final design of the project(s) and the review of the agencies. **Client** shall pay all fees associated with permits, including application fees, advertising costs and all subconsultants required to provide data required for permitting. **Dirigo** does not guarantee that permits will be granted, that permits will be granted in a timely manner, or that permit conditions will be acceptable to **Client**.

### **Mediation**

In an effort to resolve any conflicts that arise during or following the completion of the Project, **Client** and **Dirigo** agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

**Client** and **Dirigo** further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants to likewise include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties.



**Dirigo Engineering**  
**GENERAL PROVISIONS**

**January, 2025 through December, 2025**

**General**

These General Provisions are to be attached to and made a part of the LETTER OF AGREEMENT and/or PROPOSAL between **Dirigo Engineering** (referred to as "**Dirigo**") and **Client**.

**Dirigo** shall perform for **Client** professional engineering services for the project as outlined in the LETTER OF AGREEMENT and/or PROPOSAL. **Dirigo** will strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

**Client** shall provide to **Dirigo** all criteria and full information as to **Client's** requirements for the project. This includes all existing plans, reports, surveys, etc. relating to the Project and Project Site. Also, any information or knowledge relating to property lines, easements, utilities, zoning or deed restrictions shall be provided to **Dirigo**. Any information or knowledge relating to agencies having review, funding or regulating interest in the Project or Project Site shall be provided to **Dirigo**.

**Client** shall provide all permission and right-of-way of entry for **Dirigo** to complete the work. This Agreement is to be governed by the law of the State of Maine.

**Drawings and Documents**

All documents including Drawings, Specifications, Correspondence and Reports prepared or furnished by **Dirigo** pursuant to this Agreement are instruments of service in respect of the Project and **Dirigo** shall retain ownership of said documents whether or not the Project is completed. **Client** may make and retain copies for information and reference in connection with the use and occupancy of the Project by **Client** and others; however, such documents are not intended or represented to be suitable for reuse by **Client** or others on extensions of the Project or on any other project. **Client** agrees not to reuse any documents without written verification or adaptation by **Dirigo**. Any reuse without written verification or adaptation by **Dirigo** for the specific purpose intended will be at **Client's** sole risk and without liability or legal exposure to **Dirigo**. The cost of verification or adaptation is not included in this Project's budget but will be set at rates to be agreed upon by **Client** and **Dirigo**.

**Insurance**

**Dirigo** is protected by Workman's Compensation Insurance, Professional Liability Insurance and Commercial General Liability Insurance. Certificates will be provided to **Client** upon request. **Dirigo** will not be responsible for any loss, damage or liability arising from **Client's** negligent acts, errors and omissions and those by **Client's** staff, consultants, contractors and agents or from those of any person for whose conduct **Dirigo** is not legally responsible.

**Opinions (or Estimates) of Cost**

Since **Dirigo** has no control over the cost of labor, materials, equipment, or services furnished by others, or over a Contractor(s)'s methods of determining prices, or over competitive bidding or market conditions, **Dirigo's** opinions of probable Project Costs and Construction Costs are to be made on the basis of **Dirigo's** experience and qualifications and represent **Dirigo's** best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but **Dirigo** cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by **Dirigo**. **Dirigo's** services to modify the Contract Documents to bring the Construction Cost within any limitation established by **Client** will be considered Additional Services (which are not included in the original Scope of Services) and paid for as such by **Client**.

**Project Reviews and Approvals**

When stated in the Scope of Services, **Dirigo** shall submit project documents to the appropriate funding, review and governmental agencies for their review and approval. **Dirigo** makes no guarantee that any approvals or funding will be obtained or that submittals will be reviewed or approved in a timely manner. **Client** shall inform **Dirigo** as to any review and approvals that need to be obtained.



### Invoices

Invoices will be submitted monthly. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. **Client** agrees to pay a finance charge of 1.5 percent per month on past due amounts. For items to be paid on a lump sum basis, the invoice will reflect the percentage of the work completed. For items to be paid on a time charge basis, the invoice will show the charges for the various service and expense classifications for the billing period according to the following Time Charge Schedule:

Principal Engineer	\$221.00/hr	Resident Project Representative	\$88.00/hr
SCADA Technician	\$170.00/hr	Engineering Technician	\$88.00/hr
Geologist	\$185.00/hr	Administrative Assistant	\$67.00/hr
Senior Process Engineer	\$185.00/hr	Project Administrator	\$225.00/hr
Project Manager / Sr. Project Eng.	\$160.00/hr	Licensed Plant Operator	\$100.00/hr
Professional Engineer	\$140.00/hr	GPS Equipment with Operator	\$270.00/hr
Graduate Engineer	\$100.00/hr	Mileage	Federal Rate
Service Technician	\$135.00/hr	Subs, Materials & Expenses	Cost + 10%

All time charge projects will be billed for administrative and management services in addition to technical services and related expenses.

### Limitation of Liability

For any damage or costs resulting from error, omission, or other professional negligence in the performance of **Dirigo's** services, the liability of **Dirigo** to all claimants will be limited to an aggregate sum not to exceed the total engineering fee. If **Client** prefers not to limit **Dirigo's** professional liability to this sum, **Dirigo** will waive this limitation upon **Client's** written request provided that **Client** agrees to pay for this waiver an additional agreed upon consideration. **Client's** request for this option must be made in writing at the time of acceptance of Proposal. This charge is consideration for the greater risk involved in performing work for which there is no limitation of liability. It should not be construed as a charge for additional professional liability insurance.

**Client** acknowledges that **Dirigo** is a corporation and agrees that any claim made by the **Client** arising out of any act or omission of any officer or employee of **Dirigo** in the execution or performance of this Agreement shall be against **Dirigo** and not against such officer or employee.

### Hazardous Materials

It is acknowledged by both parties that **Dirigo's** scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event **Dirigo** or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of **Dirigo's** services, an official representative of **Dirigo** may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until **Client** retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

**Client** agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless **Dirigo**, its officers, partners, employees, agents and consultants from and against any and all claims, suits, demands, liabilities, losses, or costs, including reasonable attorneys' fees and defense costs, resulting or accruing to any and all persons, firms, and any other legal entity, caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the jobsite, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action.

### Construction Review

Construction Review refers to visual observation (by **Dirigo**) of materials, equipment or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Construction Review shall not relieve the Contractor of Contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make **Dirigo** an insurer of the Contractor's performance; and shall not impose upon **Dirigo** any obligation to see that the work is performed in a safe manner.



During Construction Review, **Dirigo** shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite work for Contractor; shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents; shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.

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**June 5, 2025**

**Trustee Meeting**

**General Manager Report**

**1. Notable accomplishments/successes since last report (including personnel commendations):**

- a. Thanks to Robbie Bickford's leadership, we have been able to complete the work necessary to identify the material of all service lines (approximately 5,500 were identified based upon a statistical evaluation approved by the Maine Drinking Water Program). Identification of all service line material was required by the federal Lead and Copper Rule. Robbie completed this work before KWD was required to send out notices to all customers with a service line material status of "unknown" (more than 5,500 notices).

**2. Progress report on items presented at the previous Trustee meeting:**

- a. The US EPA announced on May 14, 2025, that the EPA would be modifying the federal standards for PFAS in drinking water by only setting standards for two PFAS compounds - PFOA and PFOS (at 4 ppt) rather than six. The compliance deadline was also moved from 2029 to 2031. With the pending passage of LD 1326 in the Maine Legislature, Maine's public water systems will need to comply with the standards set by EPA when the PFAS rule was first published in April 2024. It will make little difference to KWD whether we meet the standards set by EPA in 2024 or 2025. PFOA is the only compound that is driving our treatment decision and because we are receiving grant dollars to upgrade our treatment plant, we should easily be able to meet the 2029 deadline.
- b. We received the IRS tax-credit payment for our geothermal heat pump system. The 2021 Inflation Reduction Act created opportunities for entities to receive tax credits for the installation of renewable energy systems. With the help of Giraffe Financial and Construction Consulting of Maine, we were able to submit our tax credit request in November 2024. On May 2, 2025, we received a payment of \$517,142.60 (\$481,617 in tax credits and \$35,525.60 in interest).

**3. New or upcoming items of significance:**

- a. The Trump Administration's FFY2026 would reduce the funding to the Drinking Water State Revolving Fund by 90 percent. This would greatly reduce the likelihood of KWD receiving DWSRF loans. The bill has been approved by the House of Representatives and is awaiting approval by the Senate. I sent a letter to Senator Collins on behalf of KWD describing the impact of these cuts and encouraging a restoration of funding. The Senate has begun deliberations on the bill.



**June 5, 2025**

**Trustee Meeting**

**Monthly Department Reports**

**Department:** Engineering

**Submitted by:** Matt Zetterman

**1. Notable accomplishments/successes since last report (including personnel commendations):**

N/A

**2. Progress report on items presented at the previous Trustee meeting:**

- a. 2025 Summer St Area Water Main Replacement Project – This project is well under way and has benefited from having two construction crews working simultaneously. Phase 1 (Summer St from Sherwin St to Gold St) is nearly complete with final pavement tentatively scheduled for the week of June 2<sup>nd</sup> and Phase 2 (Summer St from Gold St to Williams St) is well under way.
- b. 2026 Boutelle and Sanger Area Water Main Replacement Project – We are under contract with Eastwood Construction for this project. While most of the work is anticipated in 2026, part of the project will need to be completed in 2025 in order to satisfy funding requirements. The 2025 portion of work has yet to be determined.
- c. 2027 Sunset Heights Area Water Main Replacement Project – We continue to plan our 2027 main project (a portion of Joe Ave, Helen St, Sam St, and Paine St in Winslow) as we'll need to apply for funding in September this year and need to get a portion of the project done early in 2026 ahead of paving on Cushman Rd in Winslow. We've received CAD files for most of the project as the Town of Winslow is doing a sewer and storm drain project in the area and we will be surveying soon to collect the remaining area so we can start CAD work as time allows.
- d. Chase Ave Pump Station Upgrade – We will be making a recommendation to the board at the June 5<sup>th</sup> meeting to move forward with the design of the pump station upgrade. The selected option is to use the existing building and replace the existing pumps, controls and piping as well as site and building improvements.

**3. New or upcoming items of significance:**

- a. Winslow Quarry Project – We have been made aware of a proposed quarry project in Winslow on Verti Drive that is adjacent to our transmission mains. We've been in contact with the property owner, the State of Maine, the Town of Winslow, and others regarding the project and have made our expectations for the project known. It's likely we'll seek further input from a geotechnical engineer when a more defined timeline is in place to ensure our infrastructure isn't impacted by blasting or other mining activities.



**June 5, 2025  
Trustee Meeting  
Department Reports**

**Department:** Water Quality

**Submitted by:** Robbie Bickford

**1. Notable accomplishments/successes since last report (including personnel commendations):**

- a. The statistical evaluation of “Unknown” service lines, both on the private side and public side, has been completed.

**2. Progress report on items presented at the previous Trustee meeting:**

- a. China Lake (Lake Elevation: 172.0 feet or 6 inches above spillway)
  - i. China Lake Section 319 Grant:
    - 1. Buffer bundles containing native plants designed to help private landowners stabilize their shoreline are scheduled for delivery at the WTP where KWD staff will help facilitate distribution of these bundles.
  - ii. Alewives have been migrating into China Lake at a steady pace for the past several weeks. Preliminary numbers indicate similar fish counts as 2024 (over 3 million fish entered China Lake)
- b. PFAS Mitigation Project:
  - i. Preliminary Engineering:
    - 1. CDM Smith has finalized the draft report for the Preliminary Engineering PFAS Mitigation Project. The recommendation to utilize the existing gravity filters with more frequent GAC changeouts was made.
  - ii. A scope of work and agreement is being developed by CDM Smith to engineer the necessary modifications to the WTP to facilitate the GAC changeouts.
- c. Cationic Polymer Trial:
  - i. The new coagulation aid was trial in early April 2025 without issues. The second phase of this trial is scheduled for August 2025.
- d. Service Line Inventory:
  - i. Following the completion of the statistical review of “unknown” service lines on the public and private side, an updated inventory is being created. This inventory will be available online for review once completed (due July 1, 2025).

**3. New or upcoming items of significance:**

- a. N/A





**June 5, 2025  
Trustee Meeting  
Department Reports**

**Department: Finance Department**

**Submitted by: Amy Dyer**

1. Notable accomplishments/successes since the last report (including personnel commendations):
  - a. We received 2 proposals from the request for proposal for property and casualty insurance coverage. One request was from our current insurer, Maine Municipal Association for \$73,433 and Cross Insurance Agency provided a proposal from Cincinnati Insurance Company for \$67,268.
    - i. MMA's proposal provided higher base limits in key categories such as public official's liability, employment practices, and general liability. General liability under MMA has no annual aggregate limits. MMA provides local claims support, legal services, and loss prevention. Additionally, they offer dividends and risk reduction grants which are not guaranteed but historically have been around \$3,000 each.
    - ii. Cincinnati omitted one of our reservoirs valued at \$5.6M. They also quoted coverages that were too high and would invalidate our protection under Maine Tort Claims Act. Other coverages were substantially lower than our current coverage and the general liability has annual limits.
2. Progress report on items presented at the previous Trustee meeting:
  - a. The auditors are continuing to work on the audit remotely. We anticipate receiving completed audits reports in early July.
  - b. I am working with Matt Zetterman to create the process of paying bills through electronic funds transfer (EFT).
  - c. Completion of the request for reimbursement on the vacuum truck is pending. We are waiting on *Buy America, Build America* certification for the truck from the vendor.
3. New or upcoming items of significance:
  - a. N/A



**June 5, 2025  
Trustee Meeting  
Monthly Department Report**

**Department:** Service

**Submitted by:** Benny LaPlante

- 1. Notable accomplishments/successes since last report (including personnel commendations):**
  - a.
- 2. Progress on items presented in previous monthly department reports:**
  - a. The Maine Department of Labor SafetyWorks is scheduled to complete noise level testing of our new vac truck and pneumatic jackhammer on May 28, 2025.
  - b. We continue to work on the Terms & Conditions revision. The Maine Public Utilities Commission (MPUC) provided training on May 13, 2025. This session outlined requirements for the document, what should not be included in the document, and how to submit the document for MPUC review. There were many open discussions and opportunities for questions. The Greater Augusta Utility District was highlighted for their new idea of capturing all fees within a single table. This would make it clearer for customers, and ultimately a more efficient revision process for both the Utility and the MPUC.
  - c. Our Safety and Health Award for Public Employers (SHAPE) on-site inspection is scheduled for September 2, 2025.
- 3. New or upcoming items of significance:**
  - a. Due to tariffs, the cost of meter and meter reading equipment has increased by an average of 13%. Fortunately, as many items were secured at their original pricing, we anticipate remaining within our projected budget.



**June 5, 2025  
Trustee Meeting  
Monthly Department Reports**

**Department:** Distribution

**Submitted by:** Jared Bragdon

- 1. Notable accomplishments/successes since the last report (including personnel commendations):**
  - a. NA
- 2. Progress on items presented in previous monthly department reports:**
  - a. Spring hydrant flushing has been completed.
  - b. Maura Courtt water main replacement- The project is now substantially complete, with the new water main and seven updated water services in place. The remaining work includes site restoration, such as lawn repair and miscellaneous paving, as directed by the City.
  - c. City of Waterville paving- Pending the road construction paving schedule, the next step will be to raise the gate box structures to grade in preparation for the City's paving operations.
- 3. New or upcoming items of significance:**
  - a. Town of Fairfield paving- The town of Fairfield is planning to pave Bray Ave, Pamador Dr, Church St, Willow St, Osborne Ct, and Bartlett St. Paving operations are scheduled
- 4. Main Break Summary:**

No new leaks to report!