



WORKSHOP MEETING BOARD OF TRUSTEES

225 Douglass Street, Portland, Maine
Jeff P. Nixon Training Center
6:30 p.m. on Monday, December 8, 2025

There will be a Workshop Meeting of the Board of Trustees of the Portland Water District on Monday, December 8, 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:

<u>Committee</u>	<u>Room / Location</u>	<u>Time</u>
Water Bottle Filling Fountain	GM Conference Room	5:00 p.m.
Pension	GM Conference Room	5:25 p.m.
Administration & Finance	Monie Room	5:30 p.m.
Operations	EOC 2 nd Floor	5:30 p.m.
Planning	Nixon Training Center	5:30 p.m.

AGENDA – WORKSHOP

1. **Combined Sewer Overflows**

Staff will lead a discussion on combined sewer overflows. The discussion will highlight the communities with combined sewers, regulatory obligations, and community and District efforts to reduce the overflow volumes from wet weather events.

2. **General Manager Comments**

3. **Other Business**

4. **Adjourn**



MEMORANDUM PORTLAND WATER DISTRICT

TO: Pension Committee/Board of Trustees

FROM: Emanuel Archibald, Director of Human Resources

DATE: December 2, 2025

RE: Pension Committee Meeting – December 8, 2025

A meeting of the Pension Committee of the Portland Water District Board of Trustees is scheduled for Monday, December 8, 2025, at 5:25 p.m., in the General Manager's Conference Room at the District office, 225 Douglass Street, Portland, Maine.

AGENDA

1. **Approval of Pension Distributions**
Staff will present a request to approve benefits for one retiree.
2. **Other Business**



MEMORANDUM PORTLAND WATER DISTRICT

TO: Administration and Finance Committee/Board of Trustees

FROM: David Kane, Executive Director of Administration
Emanuel Archibald, Human Services Director

DATE: December 2, 2025

RE: **Administration and Finance Committee Meeting – December 8, 2025**

A meeting of the Administration and Finance Committee of the Portland Water District Board of Trustees will be held on Monday, December 8, 2025, at 5:30 p.m., in the Monie Conference Room of the District, 225 Douglass Street, Portland, Maine.

AGENDA

1. Committee Chair

With the departure of the Committee chair, the Committee will elect a new chair.

2. Pension Plans Amendments

Staff will present a motion to authorize amending the Defined Benefits Plans and Deferred Compensation (457) Plan to comply with the recently enacted federal law. (See attached memo).

3. 2025 Pensioners' COLA Adjustment

The Committee will discuss whether a cost-of-living adjustment (COLA) should be made to existing pensioners' monthly benefits. (See attached memo).

4. Non-Union Salary Structure

Staff will propose the adoption of the Non-Union Salary Structure pursuant to the Non-Union Compensation Policy. (See attached memo).

5. Home Serve Contract

The Home Serve contract expires in May 2026. The Committee will consider renewing the contract for an additional three years. (See attached memo).

6. Other Business

ADMINISTRATION AND FINANCE COMMITTEE/AGENDA ITEM SUMMARY

Agenda Item: 2
Date of Meeting: December 8, 2025
Subject: Defined Benefit and Deferred Compensation (457) Plans Amendments
Presented By: David Kane, Executive Director of Administration

RECOMMENDATION

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

ORDERED, the amendment and restatement of the District's Deferred Compensation plan ("457 Plan") is hereby authorized. The full form of the Order attached hereto is hereby approved and shall be attached to and incorporated as part of the minutes of this meeting.

BE IT FURTHER ORDERED, the amendment of the District's Bargaining Unit Employees' Pension Plan and the District's Non-Union Bargaining Unit Pension Plan is hereby authorized. The full form of the Order is attached hereto as approved and shall be attached to and incorporated as part of the minutes of this meeting.

BACKGROUND

PWD offers a deferred compensation plan to employees, which enables them to save for retirement in a tax-favored manner. For union employees hired after December 31, 2010, and non-union employees after December 31, 2011, participation is mandatory. For employees hired before those dates, participation is voluntary. Additionally, those employees participate in either the Bargaining or Non-Bargaining Unit Pension Plans.

Each plan has a plan document that outlines how the plan operates is required. The Deferred Compensation and Defined Benefits Plans were last restated in 2013 and 2015, respectively. Legal counsel recommended that the plan be restated to incorporate amendments approved by the Board since the restatements and the proposed amendments to comply with the recently enacted federal law (SECURE Act).

The proposed motion incorporates three changes to the plan document to be implemented effective January 1, 2026, including:

- Deferred Compensation: District's matching contribution to catch-up must be made to a Roth account for employees with salaries above \$145,000.
- Defined Benefits Plans:
 - Increasing the age at which an employee must begin taking benefits.
 - Allowing the District to distribute benefits if the terminated employee's benefit amount is less than \$7,000, up from \$5,000.

FISCAL REVIEW / FUNDING

The changes do not result in any fiscal impact to PWD.

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.

**MOTION FOR INCLUSION IN THE MINUTES
OF THE MEETING OF THE BOARD OF TRUSTEES
OF THE
PORTLAND WATER DISTRICT**

December 15, 2025

The following proposed language is presented for the Board of Trustees approval:

WHEREAS, effective January 1, 2026, the District wishes to *implement* the mandatory SECURE 2.0 change requiring the District's Deferred Compensation Plan (the "457 Plan" or the "Plan") to designate additional Salary Deferral Contributions, up to the Age 50 Catch-up Dollar Amount, as Roth Salary Deferral Contributions in the case of a Participant whose Federal Insurance Contributions Act wages from the District for the preceding calendar year exceeded \$145,000 (indexed for inflation); and

WHEREAS, effective generally January 1, 2026, the District also wishes to *amend and restate* the 457 Plan incorporate all Amendments adopted since the 457 Plan was last restated on December 18, 2023, and to reflect the following features, with the formal Plan restatement to be drafted and executed by December 31, 2026 or such later time as may be permitted by IRS guidance:

- SECURE 1.0 and 2.0 changes previously approved for implementation by the Board of Trustees at the meeting of December 18, 2023; and
- SECURE 2.0 mandatory change requiring the Plan to designate additional Salary Deferral Contributions, up to the Age 50 Catch-up Dollar Amount, as Roth Salary Deferral Contributions in case of certain Participants as described in the immediately preceding recital paragraph.

WHEREAS, effective generally January 1, 2026, the District also wishes to *amend and restate* the Portland Water District Bargaining Unit Employees' Pension Plan and the Portland Water District Non-Bargaining Unit Employees' Pension Plan (the "Pension Plans"), to incorporate all Amendments adopted since the Pension Plans were last restated effective January 1, 2015, and to include the following SECURE 1.0 and 2.0 changes, with the formal Plan restatement to be drafted and executed by December 31, 2026 or such later time as may be permitted by IRS guidance:

- Increase the Required Beginning Date age from 70 1/2 to:
 - 72 for Participants who turn 70 1/2 after December 31, 2019;
 - 73 for Participants who turn 72 after December 31, 2022;
 - 75 for Participants who turn 74 after December 31, 2032; and
- Increase the small benefit involuntary cashout limit from \$5,000 to \$7,000.

NOW THEREFORE, IT IS HEREBY:

ORDERED, to approve the implementation of the SECURE 2.0 change requiring the 457 Plan to designate additional Salary Deferral Contributions up to the Age 50 Catch-up Dollar Amount, as Roth Salary Deferral Contributions in the case of Participants whose Federal Insurance Contributions Act wages from the District for the preceding calendar year exceeded \$145,000 (indexed for inflation), effective January 1, 2026; and

BE IT FURTHER ORDERED, to approve the implementation of the SECURE 1.0 and 2.0 changes permitting the Pension Plans to increase the Required Beginning Date trigger age for the Pension Plans as permitted by law and effective as described in the recitals hereto; and to increase the small benefit involuntary cashout limit from \$5,000 to \$7,000 effective January 1, 2026; and

BE IT FURTHER ORDERED, to approve the amendment and restatement of the 457 Plan, effective generally January 1, 2026, to incorporate any required and all Board-approved optional SECURE 1.0 and 2.0 changes, with the formal Plan restatement to be prepared and executed by December 31, 2026 or such later date as may be permitted by IRS guidance; and

BE IT FURTHER ORDERED, to approve the amendment and restatement of the Pension Plans, effective generally January 1, 2026, to incorporate any required and all Board-approved optional SECURE 1.0 and 2.0 changes, with the formal Plan restatements to be prepared and executed by December 31, 2026 or such later date as may be permitted by IRS guidance; and

BE IT FURTHER ORDERED, that the General Manager and the Treasurer, or each acting singly, is hereby authorized and directed to take any actions necessary or appropriate to effectuate the foregoing Order, including but not limited to: (i) executing the formal Plan documents; (ii) communicating Plan changes to Plan participants and eligible individuals; and (iii) working with legal counsel and/or the Plan's and the Pension Plans' third party administrator to develop appropriate implementation plans, policies, administrative forms, and communications; and

BE IT FURTHER ORDERED, that all actions heretofore taken by any employee of the District in connection with the transactions authorized by the foregoing resolutions, and all transactions related thereto, are hereby approved, ratified, and confirmed in all respects.

ADMINISTRATION AND FINANCE COMMITTEE/AGENDA ITEM SUMMARY

Agenda Item: 3
 Date of Meeting: December 8, 2025
 Subject: 2026 Pension Adjustment
 Presented By: David Kane, Executive Director of Administration

RECOMMENDATION

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

ORDERED, an adjustment of 1.30% in pension benefits is authorized for eligible retirees and annuitants, effective January 1, 2026, in accordance with Article X of PWD's pension plans.

BACKGROUND ANALYSIS

Since 1989, the Board of Trustees has the authority to grant an annual adjustment in pension benefits equal to one-half of the previous year's Consumer Price Index (CPI) increase, up to a maximum of 5%. The adjustment is not automatic; it is subject to the Board's approval on an annual basis. The table below indicates the increases given since 2009:

1989 - 2008:	50% of CPI
2009:	Eligible for 2.41%, no increase granted
2010:	CPI negative, no increase granted
2011:	Eligible for 1.14%, no increase granted
2012:	50% of CPI, 1.61%
2013:	50% of CPI, 1.20%
2014:	50% of CPI, 0.72%
2015:	50% of CPI, 0.82%
2016:	CPI negative, no increase granted
2017	50% of CPI, 0.36%
2018	50% of CPI, 1.03%
2019	50% of CPI, 1.29%
2020	50% of CPI, 0.82%
2021	50% of CPI, 0.67%
2022	50% of CPI, 2.10%
2023	50% of CPI 4.32%
2024	50% of CPI 2.20%
2025	50% of CPI 2.94%
2026	50% of CPI
2.60%	

The CPI average for 2025 (November 2024 to October 2025) increased 2.60% over the 2024 average. Therefore, pension benefits for eligible retirees and beneficiaries could increase by 1.30%. The impact of providing the adjustment would be approximately \$ 2,447 per month, bringing the total pension payments to approximately \$190,734 per month for 153 pensioners and beneficiaries. Retirees eligible for an increase are pensioners receiving a pension as of January 1, 2026.

ALTERNATIVES CONSIDERED

The increase is discretionary, and no increase is necessary. The Board could grant any increase up to 1.30%, which is 50% of the Consumer Price Index.

FISCAL REVIEW / FUNDING

The last actuary study was done as of May 1, 2025. A summary of the study results is below:

	Non-Bargaining	Bargaining	Total
Assets	\$ 15,129,292	\$ 17,425,192	\$ 32,554,484
Liability	\$ 15,998,029	\$ 17,022,644	\$ 33,020,673
Unfunded	<u>\$ (868,737)</u>	<u>\$ 402,548</u>	<u>\$ (466,189)</u>
 Funding Percent	 95%	 102%	 99%

The proposed COLA adjustment would require an additional cash payment of \$29,372 (\$2,447*12 months) a year. The proposed change increases the pension liability by an estimated \$200,000.

LEGAL REVIEW

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

CONCLUSION(S)

Staff recommends that the Committee approve forwarding this order to the Board for consideration.

ATTACHMENT(S)

None.

ADMINISTRATION AND FINANCE COMMITTEE/AGENDA ITEM SUMMARY

Agenda Item: 4
Date of Meeting: December 8, 2025
Subject: Non-Union Salary Structure
Presented By: Manny Archibald, Director of Human Resources

RECOMMENDATION

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

ORDERED, the Non-Union Salary Structure, in substantial form as attached hereto, is hereby adopted to become effective January 1, 2026.

BACKGROUND

The Board adopted the Non-Union Compensation Policy, which states that the minimum and maximum pay levels established for each pay band will remain in effect until the next salary structure review. The current structure was approved on December 16, 2024, with an effective date of January 1, 2025. Per the recommendation of PWD's compensation consultant, KMA, the minimum and maximum of each non-union broadband should be increased by 3% effective January 1, 2026, as shown in Attachment A-1.

FISCAL REVIEW / FUNDING

Adoption of the revised salary structure will not have the effect of increasing employee compensation at this time; it will simply change the pay range allowable for each position.

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. Recommended broadband salary structure effective January 1, 2026 (A-1); and salary structure currently in place (A-2).

**Portland Water District
Recommended Salary Structure
1-Jan-25**

Attachment A-1

		MINIMUM	MIDPOINT	MAXIMUM
Grade 8		\$178,500	\$210,900	\$243,300
	Grade 8	General Manager 9018		
Grade 7		\$141,400	\$166,000	\$191,200
	Grade 7	Corporate Counsel 9035		
	Grade 7	Executive Director of Administration 9004		
	Grade 7	Executive Director of Asset Management/Planning 9005		
Grade 6		\$118,100	\$140,300	\$162,200
	Grade 6	Director of Human Resources 9007		
	Grade 6	Director of Operation Services, Water 9011		
	Grade 6	Director of Operation Services, Wastewater 9011		
	Grade 6	Engineering/Asset Mgmt Services Manager 9031		
Grade 5		\$92,700	\$115,900	\$139,100
	Grade 5	Customer Services Manager 9006		
	Grade 5	Director of Financial Services 9008		
	Grade 5	Water Systems Manager 9014		
	Grade 5	SCADA Manager 9507		
	Grade 5	Environmental Services Manager 9020		
	Grade 5	Information Services Manager 9010		
	Grade 5	Project Manager Administration 9047		
	Grade 5	Communications & Public Relations Director 9025		
	Grade 5	Senior Project Engineer 9045		
		\$85,800	\$106,900	\$128,500
Grade 4	Grade 4	Network Administrator III 9026		
	Grade 4	Project Engineers 9030		
	Grade 4	Regulatory & Security Advisor 9028		
	Grade 4	Right of Way Agent 5014		
	Grade 4	Utility Asset Coordinator 9038		
	Grade 4	Asset Manager Program Manager 9049		
	Grade 4	Transmission/Distribution Supervisor 5011		
	Grade 4	Utility Asset Coordinator Water 9039		
	Grade 4	Capital Planning Delivery Manager 9510		
	Grade 4	Engineering and Construction Development Manager 9511		
	Grade 4	Engineering Technology Manager 9512		
	Grade 4	Programmer Business Analyst 9509		
	Grade 4	Wastewater Chief Operator - Plant 9042		
	Grade 4	Wastewater Chief Operator - Systems 9050		
	Grade 4	Wastewater Maintenance Manager Planner Scheduler 9048		
	Grade 4	Water Services Plant/System Chief Operator 9002		
Grade 3		\$78,700	\$96,900	\$114,700
	Grade 3	Business System Analyst GIS, Senior 9505		
	Grade 3	Chief of Security Operations 1069		
	Grade 3	Facilities Manager 5019		
	Grade 3	Environmental Compliance Coordinator 5038		
	Grade 3	Network Administrator II-9044		
	Grade 3	Source Protection Coordinator 5018		
	Grade 3	Utility Specialist Supervisor 9023		
	Grade 3	Water Quality Program Manager 9506		
Grade 2		\$67,200	\$82,500	\$98,500
	Grade 2	Associate Engineer 5023		
	Grade 2	Asset Management Analyst 9043		
	Grade 2	Human Resources Generalist 5036		
	Grade 2	Safety Specialist 5004		
	Grade 2	Associate Engineer SCADA Services, 5037		
	Grade 2	Senior HR Specialist 5003		
	Grade 2	Financial Analyst 5020		
	Grade 2	Purchasing Agent/Buyer 5005		
	Grade 2	Scheduler/Coordinator-AMaP 5032		
	Grade 2	Scheduler/Coordinator-Operations 5033		
Non-Exempt		\$56,800	\$67,900	\$80,000
	Non-Exempt	General Accounting Assistant 5028		
	Non-Exempt	AutoCAD Specialist -Part Time 9508		
	Non-Exempt	Executive Administrative & Community Engagement Specialist 5010		

**Portland Water District
Recommended Salary Structure
1-Jan-25**

		MINIMUM	MAXIMUM
Grade 8		\$173,300	\$236,200
	Grade 8	General Manager 9018	
Grade 7		\$137,300	\$185,600
	Grade 7	Corporate Counsel 9035	
	Grade 7	Executive Director of Administration 9004	
	Grade 7	Executive Director of Asset Management/Planning 9005	
Grade 6		\$114,700	\$157,500
	Grade 6	Director of Human Resources 9007	
	Grade 6	Director of Operation Services, Water 9011	
	Grade 6	Director of Operation Services, Wastewater 9011	
	Grade 6	Engineering/Asset Mgmt Services Manager 9031	
Grade 5		\$90,000	\$135,000
	Grade 5	Customer Services Manager 9006	
	Grade 5	Director of Financial Services 9008	
	Grade 5	Water Systems Manager 9014	
	Grade 5	SCADA Manager, 9507	
	Grade 5	Environmental Services Manager 9020	
	Grade 5	Information Services Manager 9010	
	Grade 5	Project Manager Administration 9047	
	Grade 5	Communications & Public Relations Director 9025	
	Grade 5	Senior Project Engineer 9045	
		\$83,300	\$124,800
Grade 4	Grade 4	Network Administrator III 9026	
	Grade 4	Project Engineers 9030	
	Grade 4	Regulatory & Security Advisor 9028	
	Grade 4	Right of Way Agent 5014	
	Grade 4	Utility Asset Coordinator 9038	
	Grade 4	Asset Manager Program Manager 9049	
	Grade 4	Transmission/Distribution Supervisor 5011	
	Grade 4	Utility Asset Coordinator Water 9039	
	Grade 4	Programmer Business Analyst 9509	
	Grade 4	Wastewater Chief Operator - Plant 9042	
	Grade 4	Wastewater Chief Operator - Systems 9050	
	Grade 4	Wastewater Maintenance Manager Planner Scheduler 9048	
	Grade 4	Water Services Plant/System Chief Operator 9002	
		\$76,400	\$111,400
Grade 3	Grade 3	Business System Analyst GIS, Senior 9505	
	Grade 3	Chief of Security Operations 1069	
	Grade 3	Facilities Manager 5019	
	Grade 3	Environmental Compliance Coordinator 5038	
	Grade 3	Network Administrator II-9044	
	Grade 3	Source Protection Coordinator 5018	
	Grade 3	Utility Specialist Supervisor 9023	
	Grade 3	Water Quality Program Manager 9506	
		\$65,200	\$95,600
Grade 2	Grade 2	Associate Engineer 5023	
	Grade 2	Asset Management Analyst 9043	
	Grade 2	Human Resources Generalist 5036	
	Grade 2	Safety Specialist 5004	
	Grade 2	Associate Engineer SCADA Services, 5037	
	Grade 2	Senior HR Specialist 5003	
	Grade 2	Financial Analyst 5020	
	Grade 2	Purchasing Agent/Buyer 5005	
	Grade 2	Scheduler/Coordinator-AMaP 5032	
	Grade 2	Scheduler/Coordinator-Operations 5033	
	Grade 2	Network Admin I 9503	
Non-Exempt		\$55,100	\$77,700
	Non-Exempt	General Accounting Assistant 5028	
	Non-Exempt	AutoCAD Specialist -Part Time 9508	
	Non-Exempt	Executive Administrative Communication Specialist 5010	

ADMINISTRATION AND FINANCE COMMITTEE/AGENDA ITEM SUMMARY

Agenda Item: 5
Date of Meeting: December 8, 2025
Subject: Service Line Warranty Program Contract Renewal
Presented By: David Kane, Executive Director of Administration

RECOMMENDATION

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

ORDERED, the contract with HomeServe USA Corporation to provide a water and wastewater line warranty program is hereby

(Committee to decide appropriate action to take.)

BACKGROUND ANALYSIS

Since 2006, the District has partnered with HomeServe (formerly Home Service USA) to provide an optional, customer-paid warranty program. The program currently provides financial assistance for water lines, sewer lines, and internal plumbing. Currently, the program has 8,410 customers participating. The current monthly fees for the program are listed below:

- Water Service line \$5.99; limit of \$7000
- Sewer Service line \$6.99; limit of \$10,000
- Internal Plumbing \$8.99; limit of \$5,000

Unlike most HomeServe partners, the District chose not to receive a portion of the fee charged to customers, and instead, the customer's fee is reduced by 5%. HomeServe has reported that 4,182 customers have received over \$5.5M in benefits from the program.

In the past, the District provided a list of residential customers to HomeServe. HomeServe was authorized to send letters to those customers using a District-approved letter and frequency. A recent Maine law was passed that prohibits the District from providing customers' name and address. The four options for the District are as follows:

- A. HomeServe provides the list of HomeServe customers. The District would compare the list to the District's records and mail letters to the PWD customers not on HomeServe's list. HomeServe would bear all costs.
- B. District provides a list of zip codes for our service territory. HomeServe would send a letter to all residents – District customers and non-District customers. The current HomeServe products cover the well and septage tank lines of non-District customers.
- C. Modify the partnership arrangement where the District promotes the HomeServe product via bill stuffer and social media. HomeServe sends no solicitation letters to potential new HomeServe customers.
- D. Provide notice to HomeServe to cease the partnership. This would need to be done by January 9, 2026.

FISCAL REVIEW / FUNDING

The District currently receives \$2,400 to cover administrative costs incurred.

LEGAL REVIEW

Corporation Counsel will review and approve the documents prior to their execution.

CONCLUSION(S)

Staff recommends that the Board approve the proposed motion.

ATTACHMENT(S)

- A. History of Program
- B. Home Service Program Statistics
- C. Contract Amendment

Historical Background

In 2005, the Administration and Finance Committee considered several proposals designed to assist the District's customers with the expense of replacing or repairing water and sewer lines. After reviewing the options, the Committee selected Home Service USA to provide the service. At two Board workshops, the Board reviewed and provided feedback on the program specifics. Based on the Board's involvement, the following provisions were added to the contract:

- All customer contacts and documents must be approved by the District and mandate compliance with a 'do not mail list' for customers who do not want to be contacted regarding the program;
- Wastewater coverage includes all costs, including street opening fees;
- Monthly fee reduced by 5% by waiving the District's commission, and
- The program would be offered only to municipalities where the District provides water or wastewater service.

The Board approved the following motion at their May 2006 meeting:

ORDERED, to authorize the general manager to execute a contract with Home Service USA Corporation to provide a water and wastewater line warranty program, subject to the Public Utilities Commission's approval of the terms and condition allowing a water service line warranty program.

The District signed a 5-year contract running until 2011. The water line program was offered to customers beginning in September 2006. The cities of Westbrook and Portland and town of the Cumberland requested that we offer the sewer line program with the first mailing during the summer of 2007. Cape Elizabeth, Falmouth, Gorham, Scarborough, South Portland and Windham requested that their residents be allowed to participate in the sewer line program in 2010.

At its December 10, 2007 workshop, the Board reviewed the letters sent to customers and requested that the letters clearly indicate the program is being offered by Home Service, and requested that frequency of letters be reduced. Also, the Board requested that the sewer line coverage be expanded, which was agreed to by Home Service.

At its October 5, 2009 meeting, the Administration and Finance Committee further reviewed the letters and requested the following changes:

- Renewal letter should be sent by Home Service in an envelope with the District's logo. This will encourage customers to open the letter.
- The renewal letter should not contain the District's logo and the return address should not include the District's name.
- The introduction letter should contain both the District and Home Service logo.
- The intro letter needs to explain PWD is waiving the 5% fee, normally paid to Home Service partners for the use of the utility's mailing list, to reduce the rate our customers pay for the Home Service product.
- Trustee Lunt requested a price for Home Service to offer the drainage product from the house to the property line only (same as water service product).

The requested changes were incorporated into the letters. Home Service created a separate sewer line product and began offering in 2010. The Board voted to extend the contract for an additional 2 and 3 years, respectively, in 2011, 2013, 2016, 2019 and 2023.

Portland Water & HomeServe Renewal

Portland Water has partnered with HomeServe since June of 2006

- 8,410 customers enrolled
- 15,952 plans - meaning almost every customer has opted in to more than one plan
- 87.2% retention rate

Product Breakdown

HomeServe offers three different coverage plans to Portland Water customers - we could also offer Water Heater, Heating and Cooling coverages serviced by our local contractors

- 8,222 Water Service Line Plans - 52% of plans
- 5,231 Sewer Service Line Plans - 33% of plans
- 2,499 Interior Plumbing & Drainage Plans - 15% of plans

Channel Breakdown

Customers can enroll via web, our call center or via Direct Mail (up to 2 mailings a year)

- 8,614 plans enrolled via the mailer - our most popular form with 54% of plans
- 3,828 plans enrolled via web - 24% of enrollments
- 3,510 plans enrolled via phone - 22% of enrollments

Claims & Goodwill

In addition to our plan repairs, HomeServe performs pro-bono work under our corporate goodwill fund

- Since Launch - 5,557 jobs with \$5.5 million in spend
- Last 12 Months - 460 jobs with \$675,438 in spend
- Since 2017 - more than \$34,800 in goodwill spend in Portland

Customer Service Score & Testimonials

- 90 surveys in 2025 YTD with a 4.84/5 customer satisfaction score

"HomeServe is very professional and empathetic to your situation. Good communication."
Daniel & Belinda M

"Our call was answered right away and the plumber fixed what was for us, a difficult problem. We are happy with this service!"
Lorraine K

MARKETING AGREEMENT

THIS MARKETING AGREEMENT ("Agreement"), effective as of May 8, 2002 (Effective Date"), is by and between *Home Service USA Corp.*, a Pennsylvania corporation with offices at 3401 NW 82nd Avenue, Suite 220, Miami, FL 33122 ("Home Service"), and *Portland Water District*, a quasi-municipal corporation having offices at 225 Douglass Street, Portland, ME 04104-3553 ("Water District").

Recitals

A. Home Service is in the business of providing Service Agreements (hereinafter defined) for the emergency repair of domestic water and sewage systems through independent plumbing contractors.

B. Water District is the provider of water and wastewater services to a base of customers within a defined geographic area.

C. Home Service desires to enter into an arrangement with Water District whereby the repair services provided under the Service Agreement are marketed to Customers of Water District.

Agreement

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants of the parties contained in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings given in this Section 1.

1.1. "Business" shall mean the marketing, sale, servicing and support by Home Service of the Product as contemplated by this Agreement.

1.2. "Confidential Information" shall mean any nonpublic information of a party or its affiliates, including, without limitation, the terms of any negotiations or agreements between the parties in connection with the Business, trade secrets, technical information, business information, sales information, marketing information, customer buying patterns, algorithms, Customer and Member and potential Customer and potential Member lists and identities, Product and claims information relating to Members, product sales plans, inventions, developments, discoveries, software, know-how, methods, techniques, formulae, data, processes and other trade secrets and proprietary ideas, whether or not protectable under patent, trademark, copyright or other areas of the law, and any other information marked as Confidential Information, which is shared between the parties in writing or orally. Confidential Information also includes any information made confidential by law, including but not limited to the Maine Freedom of Access Law, 1 M.R.S. §402 (3) W and Chapter 660 of the Rules of the Maine Public Utilities

Commission. Confidential Information does not include information which: (i) is in the possession of the receiving party at the time of the execution of this Agreement, or in possession of the receiving party at the time of disclosure, provided that the receiving party shall have the burden of proof with respect to the factual issue of such prior possession; (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party; (iii) is approved for release by the disclosing party in writing; (iv) is received without restriction from a third party that, to the best knowledge of the receiving party, did not have an obligation of confidentiality to the disclosing party; or (v) was independently developed by employees of the receiving party who had no knowledge of or access to such information, provided that the receiving party shall have the burden of proof with respect to the factual issue of independent development.

1.3. "Customer" shall mean any person who is a homeowner or tenant of a residential property to which Water District supplies water services.

1.4. "Governmental Authority" shall mean any (1) nation, state, county, city, town, village, district or other jurisdiction of any nature; (2) federal, state, local, municipal, foreign or other government; (3) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official or entity and any court or tribunal, including an arbitral tribunal); (4) multi-national organization or body; or (5) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing power of any nature.

1.5. "Home Service Parties" shall mean, collectively, Home Service and its officers, directors, employees, agents and contractors employed, retained or otherwise acting for and on behalf of Home Service for purposes of this Agreement and the transactions contemplated hereby (including particularly, but without limitation, independent contractors in the Provider Network, hereinafter defined). The "Home Service Parties" shall not include any of the Water District Parties.

1.6. "Law" shall mean any laws, statutes, rules, regulations, orders or ordinances issued by any Governmental Authority.

1.7. "Loss" and "Losses" shall mean all damages, losses, claims, demands, suits, actions, expenses, costs and liabilities, however described or denominated. "Loss" and "Losses" shall not include the portion of any loss, liability, damage, deficiency, diminution in value, cost or expense that could have been avoided through commercially reasonable efforts to mitigate by the party incurring the Loss.

1.8. "Member" shall mean any Customer to whom Home Service issues a Service Agreement.

1.9. "Person" shall mean any individual, corporation (including any nonprofit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, Governmental Authority or other entity.

Commented [DK1]: If Home Serve is going to offer services to well owners and septic owners, this will need to be changed to any person in the 11 communities which are served by the Water District.

1.10. "Product" shall mean the Service Agreement to be marketed and sold to Customers under this Agreement.

1.11. "Program" shall mean the business plan contemplated by this Agreement pursuant to which the Product will be marketed and sold to Customers.

1.12. "Service Agreement" shall mean the Product issued to Members under the form of contract shown at *Schedule 1.12*.

1.13. "Service Standards" shall mean the guaranteed standards of service for the Program in the form shown at *Schedule 1.13*, as amended from time to time by written agreement of Home Service and Water District.

1.14. "Territory" shall mean the geographical area in which Water District supplies water and/or wastewater services, identified by the zip codes listed at *Schedule 1.14*.

1.15. "Water District Parties" shall mean, collectively, Water District and its officers, directors, employees, agents and contractors employed, retained or otherwise acting for and on behalf of Water District for purposes of this Agreement and the transactions contemplated hereby. The "Water District Parties" shall not include any of the Home Service Parties.

2. Water District Responsibilities. Water District shall use commercially reasonable efforts to facilitate the promotion, marketing and sale of the Product, at Home Service's expense, to Customers within the Territory. Without limiting the generality of the foregoing, Water District shall be responsible for the functions and activities described in this Section 2.

2.1. Water District shall endorse with its name in a manner agreed to by the parties all sales and marketing materials prepared by Home Service; provided, however, that such materials shall be subject to Water District's prior written approval which may be given or withheld in Water District's sole discretion.

2.1.1 . Sales and marketing materials used in connection with promotion of the Program and the sale of the Product may include, at the request of Water District, a disclaimer in form mutually acceptable to the parties disclosing that purchase of the Product and the Program is optional, that the Product and the Program are offered independent of Water District, and that the Product need not be purchased in order for a Customer to continue to receive utility service from the Water District.

2.2. Water District shall use commercially reasonable efforts to assist with sales of the Product and customer service offered to Members.

2.3. Water District shall make its customer service staff available for training to provide basic information on Home Service and to provide Customers with Home

Service's toll-free number so that Customers may use such toll-free number to obtain additional information or submit a Service Agreement application over the telephone or so that Members may request service under the Member's Service Agreement.

2.4. Water District shall consult with Home Service wherever necessary in the handling of Customer and Member correspondence and complaints.

2.5. Water District shall forward to Home Service any undeliverable letters sent by Home Service and returned to Water District.

2.6. Water District shall endorse with its or their name in a manner agreed to by the parties a local postal address, at Home Service's cost, through which mail may be automatically forwarded to Home Service.

2.7. Water District Customer information is Confidential Information, pursuant to 1 M.R.S. §402(3) W and Chapter 660 of the Rules of the Maine Public Utilities Commission. Water District shall provide the following options to Home Service for the use commercially reasonable efforts to make available to Home Service, to the extent permitted by applicable Law, use of Home Service in the provision of materials or mailings to the Water District's Customers:

A. Home Service may provide marketing materials for its products to the Water District to be sent to the Water District's Customers. The Water District shall undertake to perform the mailing to its Customers utilizing the Customer information which it has in its records. Customers interested in purchasing the Home Service Product shall contract directly with Home Service.

B. In the alternative, at the option of _____, the Water District shall provide to Home Service the zip codes, with extensions, of its service territory. It shall be the responsibility of Home Service to secure mailing lists and contact information for all Customers it seeks to solicit in those zip codes.

C. Home Service may continue to solicit any Members in the Water District service territory that have purchased a Home Service Product prior to September 24, 2025.

D. the opportunity to include in Water District's regular mailings to Customers promotional and application materials for the marketing and sale of the Product to Customers at least once per year. Any such materials and mailings marketing the Home Service Products shall be subject to Water District's prior approval, which shall not be unreasonably withheld or delayed. Home Service shall reimburse Water District for all incremental costs reasonably incurred by Water District under this Section 2.7. Home Service understands that Water District may decline to allow Home Service to include promotional and application materials in Water District's mailings to Customers if doing so would require that Water District use a different postal rate for the mailing and such change in postal rates would be impractical.

~~2.8. Water District shall, to the extent permitted by applicable Law, provide Home Service with Customer Data (as such term is defined in Section 7 hereof) on a frequency and in such form and format as are mutually agreed by Water District and Home Service.~~

3. Home Service Responsibilities. Home Service shall be responsible for the functions and activities described in this Section 3.

3.1. Home Service shall provide its employees and contractors with copies of the Service Standards and shall use commercially reasonable efforts to ensure that its employees and contractors adhere to the Service Standards at all times in connection with the Business, the Program and the transactions contemplated by this Agreement.

3.2. Home Service shall regularly monitor compliance by its contractors and employees with the Service Standards and shall use commercially reasonable efforts to ensure that such contractors and employees provide competent and courteous service to Members in accordance therewith.

3.3. Home Service shall cause its contractors and employees to comply with all relevant statutes, rules, regulations and codes of practice applicable to the Business, the Program and the transactions contemplated hereby.

3.3.1 . Home Service shall cause the contractors in the Provider Network to comply with any applicable requirements under 10 M.R.S.A. §§ 1486 *et seq.* when rendering services under or in connection with the Program.

3.4. Home Service shall provide Water District with a Performance Management Summary on a monthly basis, substantially in the form shown at **Schedule 3.4**.

3.5. Home Service shall use commercially reasonable efforts to ensure that adequate financial and human resources are available for the proper operation of the Program in accordance with, and as contemplated by, this Agreement.

4. Additional Responsibilities.

4.1. Home Service and Water District shall hold semi-annual business review meetings, and such other meetings as are agreed upon by the parties, at such times and at such locations as may be mutually agreed upon by the parties.

4.2. Each party shall provide the services of one of its employees to consult with a designated representative of the other party for the purposes of the promotion, marketing and sale of the Product to Customers.

4.3. The parties will mutually agree upon an annual marketing plan for the Program, to be developed and proposed by Home Service, the purpose of which shall be the development of marketing, promotional and sales strategies for the Product.

4.4. Subject to the prior approval of Water District (which approval shall not be unreasonably withheld or delayed), Home Service may utilize ~~any lawful means of direct marketing to Customers; provided however, the means described in Section 2.7 of this Agreement to provide marketing materials to Customers, provided however~~ that Home Service shall not engage in telemarketing or electronic based marketing campaigns consisting of outbound solicitations of new subscribers. Home Service acknowledges that it has, hereby, been notified by Water District in accordance with 47 C.F.R. § 64.1200(g)(2) of do-not-call requirements, including, 47 C.F.R. § 64.1200 and 16 C.R.R. 310. Home Service shall maintain a "do not mail" list and shall comply with any "do not mail" lists supplied to it by Water District. Home Service's direct marketing means may include, without limitation and at Home Service's sole expense, distribution of marketing materials via direct mail and "occupant" addressed mailings to postal customers.

4.5. ~~Notwithstanding the ability of Home Service to market its Products utilizing the means described in Section 2.7 of this Agreement, and P~~provided the prior approval of Home Service is first obtained, Water District may promote and market the Product in any of the following ways: (i) by inserting marketing literature with mail to Customers; (ii) by including marketing materials with its new home and home movers pack (if any); (iii) by advertising and including appropriate endorsements and referrals as an insert to Customer bills and/or other Customer advertising; or (iv) by distributing marketing packs at Customer payment points/centers.

4.5.1 If so requested by Home Service, Water District will promote and market the Product in accordance with this Section 4.5, provided Home Service reimburses Water District for the incremental costs of the work. Promotion and marketing work requested of Water District by Home Service under the preceding sentence shall be subject to Water District's prior approval, which shall not be unreasonably withheld.

4.6. Subject to Section 5 and Section 4.6.1, Water District stipulates, acknowledges, understands and agrees that Home Service may from time to time, in its sole discretion, propose changes in the rates charged for coverage under the Program, provided only that any such change in rates shall be in accordance with, and as allowed by, the terms of the Service Agreements. Water District further stipulates, acknowledges, understands and agrees that Home Service may from time to time, and at any time, suspend the enrollment of new business under this Agreement and suspend or decline to renew existing Service Agreements for a successive term, provided only that Home Service determines, in good faith and in the exercise of its reasonable discretion, that there are good grounds for doing so. For purposes of this Section 4.6, "good grounds" shall include, without limitation, regulatory objections to the Product or the Program, unanticipated financial loss (actual or projected) in connection with the operation of the Program, reputational injury, an order of a Governmental Authority having jurisdiction, loss of financial support for the Program, or withdrawal from the market.

4.6.1 Home Service understands (i) that the Program, including specifically, but without limitation, the terms and conditions and pricing of the Service Agreements, may be subject to the jurisdiction of the Maine Public Utilities Commission ("PUC"), and (ii) that any change in such terms, conditions and/or pricing may require the prior approval of the PUC. Home Service will provide Water District with at least ninety (90) days prior written notice of a proposed change in the terms, conditions or pricing of the Service Agreements, and Water District shall have ten (10) business days from receipt of the proposed change to advise Home Service of Water District's approval of the change (which approval shall not be unreasonably withheld or delayed). If Water District approves the change(s), Water District shall thereafter promptly make such filings with the PUC as may be required to secure PUC approval of the change(s) at the earliest time practicable under the circumstances. If Water District disapproves the change and the parties are thereafter unable to resolve the matter notwithstanding their best efforts, the change shall not be made and either party may terminate this Agreement under Section 13.2.6 by written notice delivered to the counterparty within ten business days following the date on which discussions of the proposed change(s) ended.

4.6.2 Unless Water District otherwise agrees, Home Service shall not propose changes in the pricing of the Service Agreements more than once in any twelve-month period.

4.7. The emergency repair services to be provided to Members ("Services") shall be carried out by a network of independent licensed and fully qualified plumbing contractors selected and managed by Home Service or Home Service's designee (the "Provider Network").

4.7.1 Water District may participate as a contractor in the Provider Network, subject, however, to (i) professional or trade qualifications to provide the Services, (ii) the ability to perform the Services in accordance with this Agreement, and (iii) pricing for the provision of the Services at a level that is competitive in comparison to the plumbing industry as reflected in the pricing for the provision of Services by other plumbing contractors in the Provider Network.

4.7.2 At the outset of the Program, Home Service shall distribute a letter to plumbers and plumbing contractors located in the Territory advising them of the Program's commencement and their opportunity to apply to Home Service for inclusion in the Provider Network. The letter shall advise that an applicant's

Commented [DK2]: Do we still need this paragraph because the program has been in effect a long time?

inclusion in the Provider Network will be subject to Home Service's review and acceptance of the application, in Home Service's sole discretion, subject to Section 4.7.3 and 4.7.4 below, and further that, in order to be considered, the applicant will have to (i) possess professional and/or trade qualifications to provide the Services that meet Home Service's standards for Network Providers, (ii) demonstrate the ability and willingness to perform the Services in accordance with this Agreement and Home Service's performance, work and repair standards for the Program, and (iii) agree to pricing for the provision of the Services at a level that is competitive with local market conditions as reflected in the pricing for the provision of Services by other plumbing contractors in the Provider Network. The letter also will advise applicants that Home Service reserves the right, in its sole discretion, to limit the number of service providers accepted into the Provider Network on the basis of available work.

4.7.3 Home Service shall consult with Water District on the list of independent contractors which will comprise the initial Provider Network prior to accepting a contractor into the network.

4.7.4 If Water District reasonably objects to Home Service's determination to include a particular plumber or plumbing contractor in the Provider Network, Home Service shall consult with Water District on the reasons for Water District's objection and the parties shall use their respective best efforts to resolve or cure the grounds for the objection. If, notwithstanding such efforts, Water District's objections remain unresolved and such objections are reasonable under the circumstances and have been made in good faith, then Home Service shall promptly act to exclude the plumber or plumbing contractor from the Provider Network; provided however, that Home Service shall not be required to exclude a plumber or plumbing contractor upon objection of Water District under this Section 4.7.3 if doing so (i) would violate the terms of any agreement existing and in-force between Home Service and the plumber or plumbing contractor, or (ii) in the reasonable judgment of Home Service's counsel, would expose Home Service to the risk of litigation with, or liability to the plumber or plumbing contractor for such action.

4.8. During the term of this Agreement, Home Service will pay Water District ~~an annual fee in the amount of \$2,400 as reimbursement for administrative cost incurred in connection with the operation of the Program; all costs incurred by the Water District for any mailings conducted by the Water District as described in section 2.7 of this Agreement. This fee will be paid~~ (annually? Semi annually (?) In addition, an annual administrative fee shall be paid to the Water District for all other administrative costs incurred by the Water District. The annual fee will be paid in monthly installments with payment to accompany the monthly Performance

Management Summary reports. In addition, Home Service will reimburse Water District for reasonable incremental expenses incurred by Water District in connection with this transaction and work contemplated by this Agreement. Reimbursement under this Section 4.8 shall be limited to incremental expenses incurred by Water District and shall not include any allocated share of Water District's internal staff, facility, operating costs

or other costs. Reimbursement shall include reasonable fees of outside counsel to Water District incurred in connection with the negotiation of this Agreement.

5. Product Pricing. Service Agreements will be marketed and sold by Home Service under this Agreement at prices determined in accordance with (i) Home Service's generally applicable and prevailing practices and procedures for the pricing of comparable Products sold in other markets in the United States ("Prevailing Prices"), less (ii) the Adjustment Factor. The "Adjustment Factor" means a percentage equal to the generally prevailing commission rate (expressed as a percentage of Service Agreement fees earned) that Home Service pays to marketing partners under programs comparable to that reflected in this Agreement. Unless otherwise hereafter modified by the parties in writing, the Adjustment Factor shall be=

The parties intend that the Adjustment Factor shall be used and applied as an adjustment to Home Service's Prevailing Prices under this Agreement in order to (i) recognize that Water District will not receive a commission on Product sales hereunder, and (ii) transfer approximate equal value to the Members in the form of lower Product pricing. Subject to this general statement of intent, Water District recognizes and agrees that Home Service may price Products sold hereunder, net of the Adjustment Factor, at one or more rational price points consistent with marketing, billing and customer convenience considerations.

6. Party Marks. Each party grants to the other party a limited, nonexclusive, nontransferable license for the term of this Agreement to display and use the other party's logo, trademarks, service marks and name as listed on *Schedule 6* (collectively, "Marks") in connection with the advertising and promotion of Home Service, the Product and the transactions contemplated by this Agreement.

6.1. A party's use of such license shall be subject to the granting party's approval (which may be given or withheld in the granting party's sole discretion) and to such restrictions and limitations as appear in *Schedule 6*.

6.2. Each party agrees to use the other party's Marks in compliance with applicable laws, rules and regulations, and in accordance with good trademark practices so as not to diminish the value of the goodwill residing therein.

6.3. All use of any Marks and the goodwill generated thereby shall inure to the benefit of the owner of such Marks. Each party hereby acknowledges the other party's rights and interests in and to such other party's Marks and agrees not to claim any right, title or interest in or to any of such other party's Marks or at any time to challenge or attack such other party's rights in or to any of such other party's Marks for any reason whatsoever.

6.4. Except as provided in Sections 6.5 and 6.6 below, a party's right to use the counterparty's marks under this Section 6 shall cease upon termination or expiration of this Agreement.

6.5. Water District stipulates and acknowledges that Home Service will have distributed marketing materials, Service Agreements and related materials during the term of this Agreement and that those Service Agreements and materials will remain in distribution at the date this Agreement terminates or otherwise expires ("Termination Date"). Nothing in this Section 6 is intended or shall operate to require that Home Service recall or otherwise issue written amendments to any Service Agreements that are issued and in force at the termination date in order to remove references to Water District that may appear in those forms. Nor shall Home Service be required to recall marketing or related materials that have previously been distributed to Customers of the Program.

6.6. Water District stipulates and acknowledges that Service Agreements will be outstanding and will remain in-force for the balance of their then current terms at the Termination Date (the "In-Force Agreements"). Nothing in this Section 6 is intended or shall operate to prohibit Home Service from continuing to service the In-Force Agreements for the balance of their then current terms in the same fashion and using the same forms and marks as were used by Home Service to service and support those Service Agreements in the period prior to the Termination Date.

7. Customer Data. ~~Water District shall provide the names and addresses of Water District Customers ("Customer Data") to Home Service, and Home Service shall use the Customer Data to promote the Product through direct mail solicitation of Customers. Water District represents and warrants that, to Water District's knowledge, it is legally permitted to provide Home Service with the Customer Data. All Customer data shall be retained by the Water District and shall not be shared with Home Service.~~

~~7.1. Home Service shall use Customer Data only in the promotion of the Product and in the performance of its obligations under this Agreement in compliance with (i) all applicable laws and regulations, (ii) the terms, conditions and provisions of any agreement between Water District and the Customers, and (iii) the privacy policies of Water District and Home Service. Water District shall notify Home Service in writing of any applicable restrictions, terms or conditions in agreements between Water District and its Customers that would require compliance on the part of Home Service under this section. Upon completion of any direct mailing performed by the Water District pursuant to Section 2.7 of this Agreement, the Water District shall notify Home Service of its completion.~~

~~7.2. Home Service shall return to Water District (or, at Water District's option, shall destroy, and provide written certification of such destruction) any file or files containing Customer Data promptly after Home Service completes the direct mailings to Customers contemplated by the provision of Customer Data.~~

7.32. Nothing in this Section 7 shall be construed to limit or restrict Home Service's right to retain, maintain and use data specific to Members, including, without limitation, Member names, addresses, Product purchased, date and payment history ("Member Data"), collected by Home Service during the course of performance under this Agreement. Home Service shall be under no obligation to provide Member Data to Water District.

7.43. Water District and Home Service shall each provide the other with a copy of their respective privacy policies (if any), or other applicable policies and will promptly provide the other with any amendments of, or any supplements to, such policies. Confidential Information. Each party undertakes to use Confidential Information if any, as allowed by law, disclosed to it as a result of the relationship of the parties hereunder solely for the purposes of this Agreement and shall not use it for its own purposes or the purposes of any third party. Home Services acknowledges that the Water District can not provide any of its Customer Information to Home Service pursuant to 1 M.R.S. §402 (3) and Chapter 660 of the Rules of the Maine Public Utilities Commission.

8. Confidential Information. Each party undertakes to use Confidential Information disclosed to it as a result of the relationship of the parties hereunder solely for the purposes of this Agreement and shall not use it for its own purposes or the purposes of any third party.

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8.1. Except with the express prior written approval of the other party, and subject to the provisions of law cited herein, and subject to the third party's entering into obligations of confidentiality equivalent to those under this Agreement, neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to effectuate this Agreement. Each party will advise each such director, officer, employee, consultant and agent receiving the Confidential Information of the confidential nature thereof and of the obligations set forth in this Agreement and similarly bind them in writing. Each party will be responsible for any breaches of the obligations of confidentiality and restricted use set forth herein by any director, officer, employee, consultant or agent to whom such party discloses any Confidential Information of the other party.

8.2. Each party agrees that it will take reasonable measures to protect the secrecy of, and avoid disclosure or use of, Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include at least the same degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature, and in any event, no less than reasonable care.

8.3. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

8.4. In the event that either party or its respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information which its counsel advises that it is legally required to disclose.

8.5. The parties stipulate, acknowledge and agree that the foregoing confidentiality provisions and their commitments and operations under this Agreement are or may be subject to any otherwise applicable requirements, conditions or limitations imposed under 1 M.R.S.A. §§ 402 and 408 *et seq.* If either party receives a demand for the disclosure of confidential information with respect to the subject matter of this Agreement or the work or transactions contemplated hereby, it shall promptly provide written notice of the demand, with full particulars concerning the demand, to the other party.

9. Product Documentation. All documentation relating to the Product shall at all times remain the property of Home Service.

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10. Representations and Warranties.

10.1. Each party represents and warrants to the other that to the best of its knowledge, (i) it has the full power and authority to enter into this Agreement and grant the rights and licenses granted hereunder; (ii) this Agreement constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with the terms of this Agreement; and (iii) there are no agreements, commitments or restrictions that would prevent it from entering into and carrying out all of its obligations under this Agreement.

10.2. Home Service warrants, represents and covenants to Water District that (i) it shall discharge its obligations pursuant to this Agreement with due skill, care and diligence, including, but not limited to, applicable industry and Water District standards and in accordance with its own established procedures; (ii) all Home Service employees, agents, and independent contractors rendering the Home Service services are appropriately experienced and trained, and shall render such services with due skill, care and diligence in a professional and competent manner commensurate with applicable industry and Water District standards; and (iii) Home Service shall maintain customer service standards commensurate with applicable industry and Water District standards.

11. Indemnification.

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11.1. Home Service shall indemnify, defend and hold the Water District Parties harmless of, from and against all Losses which the Water District Parties may suffer as a result of (i) any breach by Home Service of this Agreement; (ii) any acts or omissions of the Home Service Parties in connection with performance under this Agreement or in connection with the transactions contemplated hereby; and/or (iii) any claims or demands by Members or Customers for benefits or services due under the Program or for other Losses incurred by a Member or Customer in connection with the Program, except to the extent such claim or demand is based upon or arises out of a matter for which Water District is required to indemnify Home Service under Section 11.2 of this Agreement.

11.2. Water District shall indemnify, defend and hold the Home Service Parties harmless of, from and against all Losses which the Home Service Parties may suffer as a result of (i) any breach by Water District of this Agreement; and/or (ii) any acts or omissions of the Water District Parties in connection with performance under this Agreement or in connection with the transactions contemplated hereby.

11.2.1 Nothing in this Section 11.2 is intended or shall operate as a waiver by Water District of any of the ~~rights immunities, defenses, or protections or limits of liability~~ available to it under ~~common law or any statute, including but not limited to~~ 14 M.R.S.A. §§ 8101 *et seq.* ("Tort Claims Act") in respect of claims brought by third-parties; ~~provided however, that Water District stipulates, acknowledges and agrees that its obligation to indemnify Home Service under this Agreement shall not be limited, excused or otherwise restricted by any provision of the Tort Claims Act.~~

11.2.2 Home Service will take such actions as may be reasonably required under the circumstances to invoke and preserve for its and Water District's benefit any of the rights and/or protections available under the Tort Claims Act in respect of claims brought by third-parties

11.3. In the event of any third-party claims made against either or both of the parties, the parties shall cooperate reasonably with one another in the investigation and defense of such claims.

11.4. Indemnification under this Section 11 shall include recovery by the indemnified party of reasonable attorney's fees incurred in defending against a third-party claim for which indemnity is owed. Attorney's fees incurred in connection with direct claims or litigation between Water District and PWD shall not be recoverable under this Section 11.

9. 12. Disclaimer; Limitation of Liability.

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12.1. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, NEITHER HOME SERVICE NOR WATER DISTRICT MAKES ANY WARRANTY TO THE OTHER PARTY REGARDING THE PROGRAM, THE SERVICES TO BE PROVIDED OR THE BUSINESS TO BE CONDUCTED UNDER THIS AGREEMENT, OR OTHERWISE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY.

12.2. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12.3. EXCEPT FOR DAMAGES SOUGHT ON, UNDER OR IN CONNECTION WITH CLAIMS OF OR BY THIRD PARTIES FOR WHICH INDEMNITY IS DUE UNDER SECTION 11, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING LOST REVENUES OR LOST PROFITS, WHETHER OR NOT THE COUNTERPARTY WAS EVER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Term and Termination.

13.1. This Agreement shall commence on the Effective Date and shall continue in full force and effect for an initial period of ~~three~~^{five} (35) years ("Initial Term") unless it is earlier terminated as permitted hereunder. Following the Initial Term, this Agreement shall ~~thereafter~~ automatically renew for successive two-year terms unless either party provides the other with notice of non-renewal not less than one hundred twenty (120) days prior to the renewal date.

13.2. This Agreement shall be terminable as follows:

13.2.1 Water District may terminate this Agreement at any time for cause consisting of material breach of this Agreement, or for fraud or negligence on the part of Home Service in connection with this Agreement or the transactions contemplated hereby.

13.2.2 Water District may terminate this Agreement if it receives a regulatory ruling, decision or order that prohibits it from continuing to offer the Product or that makes doing so unduly burdensome.

13.2.3 Home Service may terminate this Agreement at any time for cause consisting of material breach of this Agreement, or for fraud or negligence on the

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part of Water District in connection with this Agreement or the transactions contemplated hereby.

13.2.4 This Agreement may be terminated by either party immediately upon notice to the other party if the other party (i) has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors or files a petition, or is the subject of an involuntary petition, in bankruptcy; (ii) undergoes a change of control through an acquisition or merger transaction, or by sale of substantially all of such party's assets; or (iii) engages in any unlawful business practice related to such party's performance under this Agreement.

13.2.5 Home Service may terminate this Agreement effective immediately upon delivery of written notice to Water District if Home Service determines to permanently suspend the enrollment of new business and the renewal of in-force business for one of the reasons listed at Section 4.6 of this Agreement.

13.2.6 Either party may terminate this Agreement under Section 4.6.1.

13.2.7 Terminations under this Section 13 shall be by written notice to the counterparty, and in the case of termination under Sections 13.2.1 and 13.2.2, such notice shall specify the date, not less than thirty (30) days following the date of the notice ("Cure Period"), as of which the termination shall be effective. The termination shall not take effect if the grounds for termination have been cured to the reasonable satisfaction of the terminating party within the Cure Period.

14. Effect of Termination. Upon expiration or earlier termination of this Agreement for any reason:

14.1. Each party shall, at the other party's option, return to such other party or destroy, and provide certification by memorandum of such action, all stationery, promotional advertising materials, marketing materials and other documentation bearing the Marks of the other party.

14.2. If this Agreement is properly terminated by Water District pursuant to Section 13.2.1 or by Home Service under Section 13.2.3, the party receiving notice of such termination shall immediately refrain from taking any further actions to promote and/or market the Product, and, for a period of one (1) year after the termination date, shall not promote, market or otherwise offer a service or product similar to the Product in any geographic market that was covered by this Agreement, either alone or in combination with any other person or party.

14.3. Nothing in this Section 14 shall be deemed, operate or be construed to prohibit either party from rendering services required to support through expiration Service Agreements that are in-force at the termination date.

14.4. If this Agreement is properly terminated by either party under clause (i) or (ii) of Section 13.2.3, or is properly terminated by Home Service under Section 13.2.4, neither party shall have a right to recover damages from the other in connection with the termination unless the party asserts a claim for damages based on the breach by the other party of another provision of this Agreement.

14.5. From and after termination of this Agreement, neither party shall hold itself out as being associated with the other.

14.6. Termination or expiration of this Agreement for any reason shall be without prejudice to the rights and obligations of the parties which have accrued as of the date of such termination or expiration, and shall not affect the operation of any provision of this Agreement which is expressly or by implication intended to survive such termination or expiration. Without limiting the foregoing, Sections 7, 8, 9, 11, and 12, and the ownership provisions of Section 6 shall survive the termination or expiration of this Agreement.

15. Insurance. Home Service will obtain and maintain for the duration of this Agreement comprehensive general liability insurance and such other insurance covering the Home Service Parties in such sums and conforming to such policy limits and provisions as shall be appropriate for the nature and extent of the Business as carried on from time to time, but in any event, with limits of liability at least to the amounts shown on *Schedule 15*. Home Service shall name Water District as an additional insured on its general liability insurance policy and provide Water District with an Insurance Certificate within thirty days of the Effective Date.

16. Miscellaneous.

16.1. Home Service Exclusivity Rights. Water District stipulates, understands, acknowledges and agrees that Home Service has invested substantial time and expense in the development of the Program and the plan to collaborate with Water District in the marketing, promotion and sale of the Product to Customers. Accordingly, Water District represents, warrants, covenants and agrees that, during the term hereof and to the extent permitted by law, it will not represent or associate with any other party in the marketing, promotion or sale of any product or service that is comparable to, or otherwise would compete with, the Business, the Product or the Program contemplated by this Agreement, unless the prior written consent of Home Service is first obtained.

16.2. Independent Contractors. The parties hereto shall at all times during the term of this Agreement be independent contractors with respect to each other, maintaining sole and exclusive control over their respective personnel and operations. At no time will either party hold itself out to be the agent, employee, lessee, sublessee, partner or joint venturer of the other, and it is further understood and agreed between the parties that the full and exclusive relationship between them is that of independent contractor. Nothing in this Agreement shall be construed to create any agency, employment, partnership, joint venture or similar relationship between the parties other than that of independent contractor. Neither party shall have any right or authority whatsoever to incur any liability or obligation (express or implied) or otherwise act in any

manner in the name or on the behalf of the other, or to make any promise, warranty or representation binding on the other.

16.3. Assignment. Neither party shall assign or otherwise transfer the benefit, or delegate the obligations, of this Agreement or any part thereof to any third party without the prior written consent of the other, which consent may be given or withheld in the other's sole discretion.

16.3.1 Notwithstanding Section 16.3, Water District stipulates, understands, acknowledges and agrees that Home Service may assign and delegate to others certain of the services and functions required of Home Service under this Agreement including specifically, but without limitation, claims management and/or contractual liability risk. No such assignment or delegation shall relieve Home Service of any liability or obligation that it would otherwise have under this Agreement or the Service Agreements. Nothing in Section 16.3 or in any other provision of this Agreement shall be deemed, construed or operate to prohibit or condition Home Service's right to make such assignments or delegations, all of which are hereby approved by Water District. This Section 16.3 shall prohibit Home Service from assigning and delegating all or substantially all of its rights and obligations under the Program to a third-party without first having secured Water District's consent thereto.

16.4. Waiver of Rights. No failure or delay on the part of either party to exercise any of its rights under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof. Any waiver by either party of any breach by the other of any of its obligations under this Agreement shall not affect the rights of the waiving party in the event of any further or additional breach or breaches.

16.5. Entire Agreement. This Agreement contains the entire Agreement between the parties with respect to the subject matter hereof, and, unless otherwise specifically included in this Agreement, expressly excludes any warranty, condition or other undertaking implied by law or by custom, and supersedes all previous agreements and understandings between the parties with respect thereto. Each of the parties acknowledges and confirms that it is not aware of any representation, warranty or other undertaking not fully reflected in the terms of this Agreement and upon which it has relied in entering into this Agreement. To the extent that any such representation, warranty or other undertaking exists, each party irrevocably and unconditionally waives any right it may have to claim damages for breach of warranty, and/or to rescind this

~~Agreement.~~ Agreement.

16.6. Further Assurances. Each party shall, at any time and from time to time, prior to or after the Effective Date, at the reasonable request of the other party, execute and deliver to the other such instruments and documents and take such actions as may be

required to more effectively carry out the terms of this Agreement. Without limiting the foregoing, the parties may agree from time to time in writing to add products to this Agreement, in which case an amendment to this Agreement shall be executed by the parties which shall include, without limitation, any obligations or provisions specific to that new product. Such amendment shall be appended to and shall become a part of this Agreement. All of the provisions of this Agreement relating to the Product shall apply *mutatis mutandis* to such new products, unless otherwise specified in the provisions of the relevant amendment, and this Agreement shall be read and construed accordingly.

16.7. Severability. If any provision of this Agreement is held by any court or other competent authority to be illegal, void or unenforceable in whole or in part, then (i) the illegal, void or unenforceable provision shall be excluded from this Agreement, (ii) the remaining provisions of this Agreement shall be interpreted as if such illegal, void or unenforceable provision were excluded, and (iii) the remaining provisions of this Agreement shall be enforceable in accordance with their terms unless doing so would cause this Agreement to fail of an essential purpose.

16.8. Headings; Construction. The headings in this Agreement are for convenience only and shall not in any way affect the interpretation of this Agreement. Words denoting the singular include the plural and vice versa, as the context requires.

16.9. Governing Law; Jurisdiction. This Agreement, and the rights and obligations of the parties hereunder, shall in all respects be governed by and construed in accordance with the laws of Maine, without regard to its conflict of laws principles, and the parties hereby submit to the exclusive jurisdiction of the Maine courts.

16.10. Notices. Any notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) three (3) days after mailing by United States registered or certified mail, return receipt requested; (ii) one (1) day after mailing by overnight express mail; (iii) when sent by facsimile transmission, followed by confirmation mailed by first-class mail or overnight express mail; and (iv) when delivered in person to the parties at the following addresses:

If to Home Service:

Home Service USA Corp.
3401 NW 82nd Avenue
Suite 220
Miami, FL 33122
Attention: Jerome McManus

If to Water District:

Portland Water District
225 Douglass Street
P.O. Box 3553
Portland, ME 04104-3553
Attention: David M. Kane

IVA a required copy to:

Morgan, Lewis & Bockius
LLP
1701 Market Street
Philadelphia, PA 19103
Attention: David L.
Harbaugh, Esq.

With a required copy to:

[Portland Water District](#)
[Corporation Counsel](#)
[Verrill Dana, LLP](#)
[One Portland Square](#)

Either party may change the names or addresses where notice is to be given by providing notice to the other party of such change in accordance with this Section 16.11.

16.11. Force Majeure. Neither party shall be held to be in breach of this Agreement by reason of a force majeure event, including, but not limited to, act of God, delay in transportation, fire, flood, earthquake, storm, war, act of a public enemy, act of terrorism, civil commotion, telecommunications failure, a change in any law, rule, regulation, order or other action by any public authority, or any other matter reasonably beyond such party's control and not due to the negligence of such party. To the extent a party's failure to perform hereunder is caused by such a force majeure event, such party shall be excused from performance hereunder for so long as such event continues to prevent said performance, provided that the nonperforming party shall take reasonable steps to resume its full performance as soon as practicable. Notwithstanding anything in the foregoing to the contrary, neither party shall be entitled to withhold or delay payment to the other as a result of an event of force majeure.

16.12. Amendment. This Agreement may be amended, varied, modified or altered only by written agreement between the parties.

16.13. Counterparts; Execution and Delivery. This Agreement may be executed in counterparts, each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Any facsimile signature of any party hereto shall be deemed an original and shall constitute a legal, valid and binding execution hereof by such party.

16.14. Dispute Resolution. In the event that any material controversy or dispute arises between the parties with respect to the enforcement or interpretation of this Agreement, or with respect to any of the transactions contemplated hereby, Water District and Home Service shall use their best efforts to resolve the matter by negotiation. Water District and Home Service shall refer any matter that cannot be so resolved to nonbinding mediation before a disinterested third-party mediator selected jointly by the parties. At any time during the course of negotiations and/or mediation (including at inception of the dispute), either party may by written notice to the other impose a deadline for conclusion

of such proceedings which shall be no less than thirty (30) days following the date of the notice ("Stand Still Period"). Upon expiration of the Stand Still Period, the parties shall have full resort to all available legal and equitable procedures and remedies for resolution of the matters at issue. Notwithstanding the foregoing, if either party is confronted with

Schedule 1.12
Service Agreements

WATER SERVICE LITE AGREEMENT

KEY TERMS

We, **Us**, and Our means Road America.

You and Your means Service Agreement Holder listed on the Declaration Page.

Administrator means Road America.

Reinstatement means back-filling of any necessary outside excavation to leave the ground level.

Emergency Breakdown means the sudden failure to the External Water Services which immediately:

a.) Exposes You to a risk to Your health.

b.) Creates a risk of or damage to Your property or any of Your belongings normally contained within the property; or

c.) Makes Your home uninhabitable.

Service call(s) means repair or replacement or unblocking work performed by a licensed plumber or licensed service provider to diagnose and eliminate a covered Emergency Breakdown.

I. SERVICE AGREEMENT

This Service Agreement is only valid after Our acceptance of the application and receipt of payment.

This Service Agreement continues for one (1) year from the effective date listed on the Declaration Page. However, in the first year of coverage you may not make a Service call within the thirty (30) days of the effective date listed on the Declaration Page. Payment is due the same time You sign up and must be received by Us for Your Service Agreement to be effective.

This Service Agreement will only cover systems for which You have responsibility.

2. EMERGENCY BREAKDOWN SERVICE

During the Service Agreement coverage term, NVe agree, in the event of a covered Emergency Breakdown, to arrange and pay for a licensed plumber or licensed service provider to provide a Service call to the following:

External Water Services

If You have an Emergency **Breakdown** to Your external water service line from the boundary of Your property to the point of entry into the building within Your property for which You have responsibility, You should call the Emergency Service Hotline and We will:

- Arrange for a licensed plumber or licensed service provider to provide a diagnosis of the problem.
- Pay for covered Emergency Breakdown. (Subject to limits of liability)

Covered Emergency Breakdown includes but is not limited to:

Locate, excavate and repair service line leak

Replace section of service line.

Our obligations for a covered Emergency Breakdown are limited to:

- Two Service calls per coverage term.
- Max of 52500 per Service call.

See Section 6c.

3. YOUR DUTIES

We will not pay for any Services performed without Our prior approval. Notice of any Emergency Breakdown must be given to the Administrator upon discovery and during the coverage term.

Portland Marketing Agreement (9)

6/16/06

In the event of an Emergency Breakdown under this Service Agreement, You must:

- a) Call the Emergency Service Hotline immediately at 1-888-666-8076.
- b) Cooperate and assist the Administrator in any matter concerning a covered Emergency Breakdown.
- c) Provide the licensed plumber or licensed service provider with access to Your property.
- d) You must take every precaution to protect the property until the necessary repair or replacement or unblocking is authorized by the Administrator and the work is completed.

The Administrator will make payment directly to the licensed plumber or licensed service provider after the work is completed. In some cases, it may be necessary for You to pay for a Service call, in which case, We will reimburse You when We receive Your paid invoice(s) and process Your payment.

4. EXCLUSIONS

We are not responsible for any of the following:

- a) Thawing of temporarily frozen pipes, which have not resulted in an Emergency Breakdown;
- b) Emergency Breakdown to external guttering, storm drains and downspouts or any damage resulting from their overflow;
- c) Emergency Breakdown arising from the disconnection from or interruption to the main water supply;
- d) Any Emergency Breakdown which existed prior to, or was caused by a condition which existed prior to the effective date of this Service Agreement;
- e) Emergency Breakdown caused by faulty construction, improper maintenance or a lack of maintenance;
- f) Emergency Breakdown arising from a controllable leak where You could have contained or shut-off the leak yourself;
- g) Swimming pools or decorative features (such as ponds, fountains and any associated equipment), spa and sprinkler systems;
- h) Repair or replacement or unblocking of covered parts, equipment and/or systems due to the gradual reduction in performance caused by normal wear and tear where an Emergency Breakdown has not occurred;
- i) Emergency Breakdown to property having remained unoccupied for more than thirty (30) days;
- j) Repairs or replacement when parts are obsolete;
- k) Costs to correct or upgrade any part, equipment and/or system in order to comply with any federal, state, or local laws, regulations, ordinance or utility regulations;
- l) Costs associated with treatment, removal, recovery, or disposal of hazardous material;
- m) Repair or replacements or unblocking without Our prior authorization;
- n) Repair or replacements or unblocking arising from manufacturer's recalls, defects or class action suits;
- o) Cost of closing walls, floors or ceilings;
- p) Consequential or incidental damages;
- q) Injury, illness, damage, inconvenience or loss of usage caused by delays, non-availability of parts, labor difficulties or other conditions beyond Our control;
- r) Any and all costs associated with a repair visit, if it is determined that coverage under this contract does not apply, or no covered Emergency Breakdown is discovered;
- s) Cost associated in obtaining permits;
- t) Cost associated with Reinstatement of hard or soft landscaping (including but not limited to: driveways, pathways, walls, patios, decks, flowerbeds, trees and lawns);
- u) Coverage on mobile homes, recreational vehicles, multiple-unit dwellings, commercial buildings, or any residential home over 5,001 sq. ft.;
- v) Emergency Breakdown caused by or resulting from: insect, vermin, pets, misuse, abuse, negligence, vandalism, theft, war, riot, military unrest, nuclear accident, flooding, water fluctuations, fire, hail, wind, lightning, earthquakes, earth movement, landslide, sand, chemicals;
- w) Circumstances outside our reasonable control such as extreme weather conditions, power and/or system failure, industrial action or state or federal authorities emergency directives

5. LIMITS OF LIABILITY

Our obligations for a covered Emergency Breakdown are limited to:

- a. External Water Services:
 - Two Service calls per coverage term.
 - Max of \$2500 per Service call.
- b. A maximum of \$2500 for any one Service call.

6. GENERAL CONDITIONS

a. CANCELLATION:

This Service Agreement shall be non-cancelable by You after the effective date.

This Service Agreement shall be non-cancelable by Us, except for:

- (a) Nonpayment of Service Agreement fees;
- (b) Fraud or misrepresentation of facts material to the issuance of this Service Agreement.

If \\e cancel, You will be notified in writing. You may be entitled to a pro-rata refund of fees paid. less a 523 cancellation fee provided no Service call has been made.

b. CUSTOMER SERVICE:

We strive to provide You with the highest standards of service. If You feel that Our service has not met Your expectations or you have a question, please contact Us at: Home Service USA Corp. 3401 NW 82 Avenue, Suite 220, Miami FL 33122 or call 1-888-666-8075.

c. PAST DUE AMOUNT(S):

If You fail to make full payment on Your payment due date Your Service Agreement coverage will immediately be suspended until the full past due amount is paid.

d. WAITING PERIOD:

You have thirty (30) days from the date You sign-up before You can make a Service call. During that period if you decide you do not want the Service Agreement You can notify Us and We will provide a full refund of fees paid.

e. PERMANENT REPAIRS:

All permanent repairs will have a minimum of a six (6) month repairer's guarantee.

f. WELL WATER SERVICE LINES:

If You have water provided from a well. We will only cover emergencies on Your property from the boundary of Your property to the point of entry into the building with Your property for which You have responsibility. We will not cover the service line outside Your property to the well.

g. TRANSFER:

Your rights and duties under this Service Agreement are transferable to a subsequent purchaser only and must be completed within thirty (30) days from the date of sale to the subsequent owner. All transfers are for the balance of the remaining term and are subject to any outstanding Service Agreement fees and the new owner registering into the program.

h. OVERLAPPING COVERAGE:

If You find You have another service agreement or insurance policy which provides similar benefits, You can notify Us immediately. We will refund Your Service Agreement fee as long as no Service call has been provided. You may be required to provide a copy of the contract/policy showing similar coverage.

i. RIGHTS OF RECOVERY:

If We pay for an Emergency Breakdown, We may require You to assign Us Your rights of recovery against others. We will not pay for an Emergency Breakdown if You impair these rights to recover. Your right to recover may not be waived.

j. REPAIR, REPLACEMENT AND/OR UNBLOCKING:

At Our discretion a covered Emergency Breakdown may be remedied by repair, replacement and/or unblocking.

k. SECOND OPINION:

We reserve the right to a second opinion by a licensed repairer of Our choosing on any repair or replacement diagnosis.

l. FRAUD AND/OR MISREPRESENTATION:

•Misrepresentation or any attempt to defraud Us, including collusion between You and plumber or service provider, shall result in cancellation of coverage, and We shall seek reimbursement and may pursue remedies under the law.

m. PRIVACY POLICY

Customer information collected during the purchase and administration of Home Service is not disclosed to other companies for the purposes of marketing other products and services. Such information may be disclosed to other companies in order to provide services under this Service Agreement. Should you have any questions about our policy please contact us on 1 -888666-8075. Telephone calls may be recorded/and or monitored.

IP'

SEWER DRAINS AGREEMENT

KEY TERMS

We, Us, and Our means Road America.

You and Your means Service Agreement Holder listed on the Declaration Page.

Administrator means Road America.

Reinstatement means back-filling of any necessary outside excavation to leave the ground level.

Emergency Breakdown means the sudden failure to the Internal Drainage Systems or External Sewer/Septic Lines which immediately:

d.) Exposes You to a risk to Your health.

e.) Creates a risk of or damage to Your property or any of Your belongings normally contained within the property: or

f) Makes Your home uninhabitable.

Service call(s) means repair or replacement or unblocking work performed by a licensed plumber or licensed service provider to diagnose and eliminate a covered Emergency Breakdown.

1. SERVICE AGREEMENT

This Service Agreement is only valid after Our acceptance of the application and receipt of payment.

This Service Agreement continues for one (1) year from the effective date listed on the Declaration Page. However in the first year of coverage you may not make a Service call within thirty (30) days of the effective date listed on the Declaration Page. Payment is due the same time You sign up and must be received by Us for Your Service Agreement to be effective.

This Service Agreement will only cover systems for which You have responsibility.

2. EMERGENCY BREAKDOWN SERVICE

During the Service Agreement coverage term, We agree, in the event of a covered Emergency Breakdown, to arrange and pay for a licensed plumber or licensed service provider to provide a Service call to the following:

a. Internal Drainage Systems

If You have an Emergency Breakdown w Your domestic drainage systems for which You have responsibility within the interior limits of the building within Your property, You should call the Emergency Service Hotline.

Covered Emergency Breakdown includes but is not limited to:

Blocked and/or overflowing toilet
Faulty ball valve
Overflowing sink due to drainage blocking
Burst or blocked sewer drain under the property

b. External Sewer/Septic Lines

If You have an Emergency Breakdown to Your external sewer drains from Your home to the point of connection with the public sewers for which You have responsibility, You should call the Emergency Service Hotline.

Covered Emergency Breakdown includes but is not limited to:

Drain jetting or rodding to clear blockage
Relining of cracked drain
Rebuilding of collapsed drain

Under sections a and b above, when You call the Emergency Service Hotline, We will:

- Arrange for a licensed plumber or licensed service provider to provide a diagnosis of the problem.
- Pay for covered Emergency Breakdown. (Subject to limits of liability)

3. YOUR DUTIES

We will not pay for any Services performed without Our prior approval. Notice of any Emergency Breakdown must be given to the Administrator upon discovery and during the coverage term.

ea.

In the event of an Emergency Breakdown under this Service Agreement, You must:

- Call the Emergency Service Hotline immediately at 1-888-666-8076.
- Cooperate and assist the Administrator in any matter concerning a covered Emergency Breakdown.
- Provide the licensed plumber or licensed service provider with access to Your property.
- You must take every precaution to protect the property until the necessary repair or replacement or unblocking is authorized by the Administrator and the work is completed.

The Administrator will make payment directly to the licensed plumber or licensed service provider after the work is completed. In some cases, it may be necessary for You to pay for the Service call, in which case. We will reimburse You when We receive Your paid invoice(s) and process Your payment.

4. EXCLUSIONS

We are not responsible for any of the following:

- Thawing of temporarily frozen pipes, which have not resulted in an Emergency Breakdown;
- Emergency Breakdown to external guttering, storm drains and downspouts or any damage resulting from their overflow;
- Any Emergency Breakdown which existed prior to. or was caused by a condition which existed prior to the effective date of this Service Agreement;
- Emergency Breakdown caused by faulty construction, improper maintenance or a lack of maintenance;
- Emergency Breakdown arising from a controllable leak where You could have contained or shut-off the leak yourself;
- Swimming pools or decorative features (such as ponds, fountains and any associated equipment), sump pump, vacuum drainage systems, septic systems, spa, sprinkler systems, water softener and waste disposal units;
- Repair and/or replacement costs of: water tanks, water heaters, radiators, bathroom fittings (e.g. toilet bowls and baths) and sinks.
- Repair or replacement or unblocking of covered parts, equipment and/or systems due to the gradual reduction in performance caused by normal wear and tear where an Emergency Breakdown has not occurred;
- Emergency Breakdown to property having remained unoccupied for more than thirty (30) days, except where the Emergency Breakdown is a burst internal water pipe caused by freezing, in which case the property must have been occupied at the time the Emergency Breakdown occurred, and the building heating must have been in operation;
- Repairs or replacement when parts are obsolete;

- k) Costs to correct or upgrade any part, equipment and/or system in order to comply with any federal, state, or local laws, regulations, ordinance or utility regulations;
- l) Costs associated with treatment, removal, recovery, or disposal of hazardous material;
- m) Repair or replacements or unblocking without Our prior authorization;
- n) Repair or replacements or unblocking arising from manufacturer's recalls, defects or class action suits;
- o) Cost of closing walls, floors or ceilings;
- p) Cost of replacing and reinstalling (including but not limited to: carpets, cabinets, kitchen assemblies, paneling, stucco, wood, tile, wall paper, fixtures, fittings, mirrors);
- q) Consequential or incidental damages;
- r) Injury, illness, damage, inconvenience or loss of usage caused by delays, non-availability of parts, labor difficulties or other conditions beyond Our control;
- s) Any and all costs associated with a repair visit, if it is determined that coverage under this contract does not apply, or no covered Emergency Breakdown is discovered;
- t) Cost associated in obtaining permits;
- u) Cost associated with Reinstatement of hard or soft landscaping (including but not limited to: driveways, pathways, walls, patios, decks, flowerbeds, trees and lawns);
- v) Coverage on mobile homes, recreational vehicles, multiple-unit dwellings, commercial buildings, or any residential home over 5,001 sq. ft.;
- w) Emergency Breakdown caused by or resulting from: insect, vermin, pets, misuse, abuse, negligence, vandalism, theft, war, riot, military unrest, nuclear accident, flooding, water fluctuations, fire, hail, wind, lightening, earthquakes, earth movement, landslide, sand, chemicals;
- x) Circumstances outside our reasonable control such as extreme weather conditions, power and/or system failure, industrial action or state or federal authorities' emergency directives.

5. LIMITS OF LIABILITY

Our obligations for a covered Emergency Breakdown are limited to:

- Two Service calls per coverage term.

- a. Your prorated share of the cost of repair or replacement or unblocking for shared plumbing or drainage facilities.

GENERAL CONDITIONS

a. CANCELLATION:

This Service Agreement shall be non-cancelable by You after the effective date.

This Service Agreement shall be non-cancelable by Us, except for:

- (a) Nonpayment of Service Agreement fees;
- (b) Fraud or misrepresentation of facts material to the issuance of this Service Agreement.

If We cancel, You will be notified in writing. You may be entitled to a pro-rata refund of fees paid, less a \$25 cancellation fee, provided no Service call has been made.

b. CUSTOMER SERVICE:

We strive to provide You with the highest standards of service. If You feel that Our service has not met Your expectations or You have a question, please contact Us at: Home Service USA Corp. 3401 NW 82 Avenue, Suite 220, Miami FL 33122 or call 1-888-666-8075.

c. PAST DUE AMOUNT(S):

If You fail to make full payment on Your payment due date Your Service Agreement coverage will immediately be suspended until the full past due amount is paid.

d. WAITING PERIOD:

You have thirty (30) days from the date You sign-up before You can make a Service call. During that period if You decide You do not want the Service Agreement You can notify Us and We will provide a full refund of fees paid.

e. PERMANENT REPAIRS:

All permanent repairs will have a minimum of a six (6) month repairer's guarantee.

f. TRANSFER:

Your rights and duties under this Service Agreement are transferable to a subsequent purchaser only and must be completed within thirty (30) days from the date of sale to the subsequent owner. All transfers are for the balance of the remaining term and are subject to any outstanding Service Agreement fees and the new owner registering into the program.

g. OVERLAPPING COVERAGE:

If you find you have another service agreement or insurance policy which provides similar benefits, you can notify us immediately. We will refund your Service Agreement fee as long as no Service call has been provided. You may be required to provide a copy of the contract/policy showing similar coverage.

h. RIGHTS OF RECOVERY:

If we pay for an Emergency Breakdown, we may require you to assign us your rights of recovery against others. We will not pay for an Emergency Breakdown if you impair these rights to recover. Your right to recover may not be waived.

i. REPAIR, REPLACEMENT AND/OR UNBLOCKING:

At our discretion a covered Emergency Breakdown may be remedied by repair, replacement and/or unblocking.

j. SECOND OPINION:

We reserve the right to a second opinion by a licensed repairer of our choosing on any repair or replacement diagnosis.

k. FRAUD AND/OR MISREPRESENTATION:

Misrepresentation or any attempt to defraud us, including collusion between you and the plumber or service provider, shall result in cancellation of coverage, and we shall seek reimbursement and may pursue remedies under the law.

l. PRIVACY POLICY

Customer information collected during the purchase and administration of Home Service is not disclosed to other companies for the purposes of marketing other products and services. Such information may be disclosed to other companies in order to provide service under this Service Agreement. Should you have any questions about our policy please contact us on 1-888666-8075. Telephone calls may be recorded and/or monitored.

Schedule 1.13

Service Standards

Service Contract Documentation

A Service Contract will be issued within ten working days of processing a completed application form.

Appointments

When an appointment has been arranged, a plumber/operative will arrive within two hours of the specified time, or will notify the customer of any delay.

Correspondence

Written enquiries will be acknowledged within forty-eight (48) hours and responded to within ten (10) working days of receipt at our offices.

Complaints

Written complaints will be resolved within forty-eight (48) hours. Where the complaint resolution requires further investigation an acknowledgement will be sent to the customer

within forty-eight (48) hours. If further investigation needs to be undertaken, we will respond within ten (10) days.

Telephone Response

We will answer 80% of telephone calls to our call center within sixty (60) seconds. Customers will be provided with an operator contact name on every contact.

48-Hour Callbacks

All customers who have had a service call from a plumber/operative will be contacted by telephone to measure service quality. Three attempts will be made to contact the customer.

Specific Circumstances which **Affect Standards**

If circumstances are outside our reasonable control, such as extreme weather conditions, power and or system failure, or industrial action.

If a customer cancels an appointment, or is not at home when a plumber/operative visits.

Schedule 1.14

Territor

PWD Zip Code	Community Name	PWD Water Customers	PWD WW Customers	Retail	
				Water	Wastewater
04021	Cumberland Center	1536	909	Yes	Yes
04038	Gorham	2242	1380	Yes	Yes
04062	Windham	3027	47	Yes	Yes
04070	Scarborough	4503		Yes	No
04071	Raymond	20		Yes	No
04074	Scarborough			Yes	No
04082	South Windham			Yes	Yes
04084	Standish	645		Yes	No
04085	Steep Falls			Yes	No
04092	Westbrook	5158	4080	Yes	Yes
04101	Portland	16796	16620	Yes	Yes
04102	Portland			Yes	Yes
04103	Portland			Yes	Yes
04104	Portland			Yes	Yes
04105	Falmouth	2899		Yes	No
04106	South Portland	7903		Yes	No
04107	Cape Elizabeth	3420	2169	Yes	Yes
04108	Peaks Island	632		Yes	Yes
04109	Portland, Diamond Island			Yes	Yes
04110	Cumberland Foreside			Yes	Yes
Total		48782	25205		

Schedule 3.4
Performance Management Summary

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	YTD	Home Service Performance Targets
Total Number of Active Policies														N/A
Number of New Policies														N/A
Number of Renewal Policies														N/A
Total Number of Active Policies (out of area)														N/A
Number of New Policies (out of area)														N/A
Number of Renewal Policies (out of area)														N/A
Telephones														
Total calls														N/A
Busy out %														< 2%
Total answered within 30 seconds														N/A
Percent answered within 30 seconds														95%
Average Answer Time (ASA)														< 30 seconds
Calls Abandoned														N/A
% Abandoned														<2%
Correspondence	MIL													
Incoming														N/A

Complaints														0%
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	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	Home Service Performance Targets	1
(include details in attachment)															
Items Answered Within SS														100 ³ / ₄ within 7 (days	
Items Not Answered within GSS														0% within 14 days	
Number of Compensation/ Goodwill Payments														N/A	
Value of Compensation/ Goodwill Payments														N/A	
Quality Monitoring														N/A	
Call Screening														N/A	
Number of Calls Screened														5/person/month	
Number of Calls Good														N/A	
% of Calls Good														90%	
Correspondence Quality Audits														5% of all correspondence	
Number of letters audited														95%,	
Number of letters Satisfactory														N/A	
% Satisfactory														95%	
(FA) Customer Service															
Telephones															

Total calls														N/A
Busy out %														2%

	APR	NIAY	.11IN	.1111.	AIR;	SEP	OCT	NOV	DE('	.IAN	FEB	NIAR	Y-1'D	Home Setvice Performance Targets	1
Total answered within 30 seconds														NA	
% answered within 30 seconds														90 "A	
Average Answer Time (ASA)														<30 seconds	
Calls Abandoned														N/A	
"A Abandoned															
Complaints	lielt4g	Tit:440	•	:	UAW	A - mor	=VSS=	4amdr,,:	21J6w,					Additional	
Total number of complainants														10%	
Total number of causes														N/A	
"A, relating to Call Center Response															
% relating to Claims Handling															
% relating to Contractor Problem															
% relating to Poor Communication															
Number of compensation/ goodwill payments														N/A	
Value of compensation/ goodwill payments	•													N/A	
Customer Feedback	7.2. 41:-			rb		3ii								-1..1111	11.
Callbacks attempted														N/A	

Callbacks successful														48%
Callbacks with "good" rating														N/A

Portland Marketing Agreement (9)
6/16/06

Portland Marketing Agreement (9)
6/16/06

	APR	MAY	JUN	JUL	AIR;	SEP	OCT	NOV	DEC	JAN	FEB	MAR	VTD	Home Service Performance Targ,os
"A with good rating														95%
Callbacks with "poor" [Aug														N/A
% with "poor" rating														5%
Number of complaints														N/A
Number of compliments														N/A

Schedule 6
Party Marks

IP*

Home Service:

- "Home Service USA Corp."
- "Home Service USA"
- "Home Service"

| **ome Service**
USA

.Portland Water District

- [INSERT]

Schedule 15
Insurance Requirements

<u>Coverage Type</u>	<u>Limit of Liability</u>
Workers Compensation	Statutory
Employers Liability	\$500,000
General Liability (including Explosion, Collapse and Underground)	\$2,000,000, combined single limit
Products-Completed Operations	\$1,000,000, aggregate
Personal and Advertising Injury	\$1,000,000, aggregate
Auto Liability	\$1,000,000, combined single limit
Umbrella	\$5,000,000, combined single limit

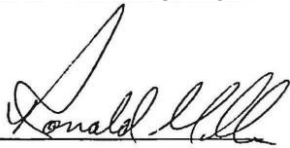
a •


actual or threatened loss or injury for which there may be no adequate remedy at law, nothing in this section shall operate or be construed to prohibit immediate application to a court of competent jurisdiction for such relief as may be available in equity. This section also shall not operate or be construed to prohibit or delay the exercise of a party's right to terminate this Agreement under Section 13.

IN WITNESS WHEREOF, this Agreement shall take effect as of the date first written above when it has been executed below by the duly authorized representatives of the parties.

PORTLAND WATER DISTRICT

HOME SERVICE USA CORP.

By: 
Name: **Po** neil LO (iV1t-e-
Title: **6**
Date:) „ (

By: 
Name: (7-31-1 m **tc WC-**
Title: **CCD**
Date: 1.1. **(5¹** 'ie° 6



MEMORANDUM PORTLAND WATER DISTRICT

TO: Operations Committee/Board of Trustees

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

DATE: December 2, 2025

RE: Operations Committee Meeting – December 8, 2025

A meeting of the Operations Committee of the Portland Water District Board of Trustees will be held on Monday, December 8, 2025, at 5:30 p.m., in the Emergency Operations Center (EOC) Room of the District, 225 Douglass Street, Portland, Maine.

AGENDA

1. **India Street Wastewater Force Main Condition Assessment**
Staff will review the results of a recent condition assessment that was performed on this critical pipeline.
2. **Overview of PWD's Water Distribution System**
Staff will provide an overview of the distribution system's pressure zones and associated facilities.
3. **Other Business**



MEMORANDUM PORTLAND WATER DISTRICT

TO: Planning Committee/Board of Trustees

FROM: Greg Pellerin, Executive Director of AMAP

DATE: December 2, 2025

RE: Planning Committee Meeting – December 8, 2025

A meeting of the Planning Committee of the Portland Water District Board of Trustees will be held on Monday, December 8, 2025, at 5:30 p.m., in the Nixon Room of the District, 225 Douglass Street, Portland, Maine.

AGENDA

1. **Planning Committee Chair**
With the departure of the Committee chair, Board members will elect a new chairperson.
2. **Executive Session**
Pursuant to 1 M.R.S. §6C, the committee will go into executive session to discuss the District's real property and lease conditions of its property located in the Sebago Lake Land Reserve.
3. **2026 Committee Workplan**
The Committee will review the proposed 2026 Committee Workplan.
4. **Other Business**