



# MASSACHUSETTS WATER RESOURCES AUTHORITY

Charlestown Navy Yard  
100 First Avenue, Building 39  
Boston, MA 02129

Frederick A. Laskey  
Executive Director

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## COMMITTEE OF THE WHOLE

### HEARINGS ON THE DRAFT FINAL FY15 CAPITAL IMPROVEMENT PROGRAM AND CURRENT EXPENSE BUDGET

*Chairman:* R. Sullivan  
*Vice-Chair:* J. Carroll  
*Secretary:* J. Foti  
*Board Members:*  
J. Barrera  
K. Cotter  
P. Flanagan  
A. Pappastergion  
B. Swett  
H. Vitale  
J. Walsh  
J. Wolowicz

to be held on

Wednesday, June 4, 2014

Location: 100 First Avenue, 2nd Floor  
Charlestown Navy Yard  
Boston, MA 02129

Time: 10:00 a.m.

## AGENDA

- Advisory Board Integrated Comments and Recommendations on the MWRA's Proposed FY15 CIP and CEB
- MWRA's FY15 Draft Final Budget Hearings Presentation



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## **ADMINISTRATION, FINANCE & AUDIT COMMITTEE MEETING**

*Chair:* J. Barrera  
*Vice-Chair:* H. Vitale  
*Committee Members:*  
J. Carroll  
K. Cotter  
J. Foti  
A. Pappastergion  
B. Swett  
J. Walsh

to be held on

Wednesday, June 4, 2014

Location: 100 First Avenue, 2nd Floor  
Charlestown Navy Yard  
Boston, MA 02129

Time: Immediately following Budget Hearings

### **AGENDA**

#### **A. Approvals**

1. MWRA FY15 Insurance Program Renewal

#### **B. Contract Awards**

1. Janitorial Services at MWRA's Western Facilities: S.J. Services, Inc., WRA-3848Q

## MASSACHUSETTS WATER RESOURCES AUTHORITY

### Meeting of the Administration, Finance and Audit Committee

May 14, 2014

A meeting of the Administration, Finance and Audit Committee was held on May 14, 2014 at the Authority headquarters in Charlestown. Member Foti presided. Present from the Board were Ms. Wolowicz and Messrs. Carroll, Cotter, Pappastergion and Walsh; Mr. Vitale joined the meeting in progress. Among those present from the Authority staff were Fred Laskey, Steve Remsberg, Mike Hornbrook, Steve Estes-Smargiassi, John Vetere, Rachel Madden, Dave Coppes, Dave Duest, Kathy Soni, Tom Durkin, and Bonnie Hale. The meeting was called to order at 10:15 a.m.

#### Third Quarter FY14 Orange Notebook

Staff highlighted a few of the charts in the Orange Notebook. (Mr. Vitale joined the meeting.) There was general discussion and question and answer, particularly on the issue of SCADA alarms. Mr. Walsh requested that the average number of alarms be reported in the future.

#### Delegated Authority Report – April 2014

There was brief question and answer.

#### FY14 Financial Update and Summary as of April 2014

Staff summarized the update. Mr. Vitale inquired about collective bargaining contract end dates. Mr. Laskey suggested that an update be provided at the Board meeting during executive session.

### **Approvals**

#### Bond Defeasance of Future Debt Service

Staff explained the defeasance concept and how it has worked well for the Authority. There was general discussion. The Committee recommended approval of defeasance of approximately \$27,220,000 of outstanding MWRA senior bonds (ref. agenda item B.1).

The meeting adjourned at 10:55 a.m.

\* Approved as recommended at May 14, 2014 Board of Directors meeting.

**STAFF SUMMARY**

**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director  
**DATE:** June 4, 2014  
**SUBJECT:** MWRA FY15 Insurance Program Renewal



COMMITTEE: Administration, Finance & Audit

         INFORMATION

  X   VOTE



Michele S. Gillen

Deputy Director, Admin. & Finance



Rachel C. Madden

Director, Admin. & Finance

Paul F. Whelan, Risk Manager  
Preparer/Title



*MWRA's Insurance Program is renewed on an annual basis at the beginning of each fiscal year. Annual renewals are required due to the insurance industry's reluctance to provide firm pricing for more than a one-year period. This year's recommended program renewal (FY15) totals \$1,668,684 which is \$ 24,985 or 1.5% less than the expiring FY14 program.*

**RECOMMENDATION:**

To authorize the Executive Director, on behalf of the Authority, to award to the lowest eligible and responsive bidders, insurance policies, bonds and contracts for services for MWRA's FY15 Insurance Program, for the period beginning July 1, 2014, through June 30, 2015, for the premiums and fees described below, and incorporated by reference for the record, for a total program amount not to exceed \$1,668,684:

- (1) Workers' Compensation Excess Policy with New York Marine Insurance Co. submitted by broker Willis of Massachusetts, with a \$25 million limit and a \$500,000 self-insured retention, for a premium of \$146,016;
- (2) Property Policy (including Boiler & Machinery coverage) with FM Global Insurance Co., with various limits of coverage with a \$2.5 million self-insured retention, for a premium of \$725,197;
- (3) General Liability Policies (including Automobile Liability, Marine Liability, Wharfingers, and Employment Practice Liability) with C.V. Starr/Civic Risk Insurance companies submitted by broker William Gallagher Associates, with a \$25 million limit and a \$2.5 million self-insured retention, for a premium of \$357,118;

- (4) Excess Liability Policies with insurance companies to be determined and submitted by broker William Gallagher Associates, providing a combined total of \$75 million of excess liability coverage for a total combined premium not to exceed \$300,000;
- (5) Public Official's Liability Policy with ACE USA Insurance Co., submitted by broker William Gallagher Associates, with a \$5 million limit and a \$1 million deductible, for a premium of \$47,187;
- (6) Fiduciary Liability Policy with AXIS Insurance Co., submitted by broker William Gallagher Associates, with a \$5 million limit and a \$1 million deductible, for a premium of \$10,902;
- (7) Public Official's/Crime Bond with The Hartford Insurance Co., submitted by broker William Gallagher Associates, with a \$1 million limit and a \$25,000 deductible for a premium (including commission) of \$6,714;
- (8) Treasurer's Bond with a \$1 million limit with a vendor to be determined in an amount not to exceed \$3,300, with a one year term beginning 2/5/15; and
- (9) Broker contracts with William Gallagher Associates for an amount of \$57,000 and Willis of Massachusetts for an amount of \$15,250, with a term beginning from notice of award through June 30, 2015.

**BACKGROUND:**

MWRA's insurance program consists of various types of coverage including: Excess Workers' Compensation, Property (including Boiler and Machinery coverage), General Liability, Excess Liability, Public Official's Liability, Fiduciary Liability, Public Official's/Crime Bond and Treasurer's Bond. The Excess Workers' Compensation policy is required by state statute and is a prerequisite for MWRA to operate as a self-insured entity for Workers' Compensation benefits. Insurance coverage required by MWRA's Enabling Act includes Public Official's/Crime Bond and Treasurer's Bond which serve to protect the Authority against losses due to fraudulent or dishonest acts, failure to perform duties faithfully or improper accounting of monies or property by employees. Other policies are maintained in order to protect MWRA assets and limit MWRA's financial exposure to loss. In addition, policies are maintained to comply with covenants contained within MWRA's General Revenue Bond Resolution. All policies under the current program (except the Treasurer's Bond) expire on June 30, 2014, and require renewal.

**DISCUSSION:**

MWRA's insurance program has been renewed on an annual basis for more than ten years due to the reluctance on the part of insurance companies to issue policies for more than a one-year term. The existing (FY14) insurance program was procured through a competitive bid process for all lines of

coverage. For FY15, staff again conducted a full competitive bid process for all lines of coverage in an effort to obtain the most competitive pricing and coverage available. Staff anticipated modest increases in rates and premiums on all lines of coverage as insurance companies have continued to benefit from a favorable stock market performance and based on the absence of major catastrophic losses. When combined with variables specific to MWRA, such as the increased replacement value of insured property due to inflation and the projected increase in payrolls, staff projected a 5% increase in the overall insurance program. The results of this year's procurement are better than expected with a net decrease in overall program costs of 1.5%. The net decrease is primarily due to a membership credit afforded by FM Global under the property insurance policy and very competitive pricing for the General Liability and Excess Liability policies received from broker William Gallagher Associates.

### **PROCUREMENT PROCESS:**

In February, staff began the procurement process by advertising for Letters of Interest from insurance brokers and direct writers<sup>1</sup>. In addition, staff sent direct solicitations to 21 brokers and direct writers that were known to staff as having an interest or prior participation in previous MWRA insurance procurements. In response to the solicitation, six brokers and one direct writer indicated their interest in participating and provided their list of preferred insurance markets. Staff reviewed all requests and assigned more than 30 insurance companies to the brokers. Technical specifications and rating data were prepared and sent to the seven firms. During the bid process, staff received and responded to multiple questions and requests for additional information and issued one Addendum and one set of Question and Answer documents providing further information and rating data. On Friday, May 9th, six proposals were received from five brokers and one direct writer.

Proposals received varied with respect to the lines of coverage bid. As shown on the attached chart, multiple bids were received for some lines of coverage and others were limited. MWRA reserved its right to select different lines of coverage from different broker proposals. All proposals were reviewed by MWRA's Insurance Consultant, Kevin F. Donoghue and Associates, for adherence to insurance technical specifications and then ranked by cost and coverage. The approvals requested herein represent those recommended by MWRA's Insurance Consultant for each line of coverage sought. The attached chart provides a summary of all lines of coverage with the limits, deductibles, and premiums comparing the expiring FY14 premiums with the proposed FY15 policies. Below is a brief summary of each line of coverage.

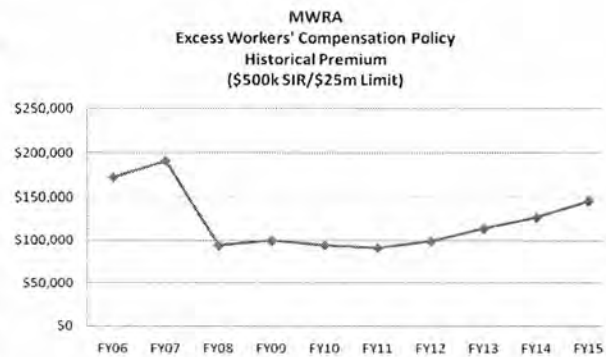
**Workers' Compensation Excess** – One proposer, Willis of Massachusetts, submitted three options for this line of coverage. One with New York Marine Insurance Co. (incumbent provider) providing a quote for a policy with a \$500,000 retention level and a \$25 million limit, for an annual premium of \$146,016. This bid is \$18,705 (or 15%) more than last year's cost for this same coverage. This increase in premium is the result of a 10% increase in the rate charged applied to projected payroll for FY15. As requested, New York Marine Insurance Co. also provided a quote for a similar policy

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<sup>1</sup> A direct writer is an insurance company that deals directly with customers and does not require a broker as an intermediary.

with a \$750,000 self-insured retention. This premium was \$22,370 less than the premium with a \$500,000 self-insured retention. Staff have reviewed historical workers compensation claims data and have concluded that the potential premium savings does not justify assuming the risk of an additional \$250,000 for each occurrence, as just one catastrophic claim would eliminate more than ten years of accumulated premium savings. A third proposal with Travelers Insurance Co.,

with a \$500,000 self-insured retention and a statutory limit, was deemed non-competitive as the pricing was more than three times the recommended lower cost proposal. Staff recommend the purchase of the policy from New York Marine Insurance Co. with a \$500,000 per occurrence self-insured retention and \$25 million limit through broker Willis of Massachusetts for a premium amount of \$146,016, with an associated broker fee of \$15,250. The graph above shows MWRA's historical premium cost for this line of coverage.



**Property Insurance (including Boiler & Machinery)** – One proposal was received for this line of coverage from direct writer FM Global Insurance Company (FM Global), the incumbent provider. The FM Global proposal contained various policy limit options with a \$2.5 million self-retention level with options ranging from \$200 million to \$500 million in coverage. The option shown on the attached chart and recommended by staff includes a policy limit of \$300 million with a \$2.5 million self-retention for a net premium of \$725,197, which is \$15,067 (or 2%) more than the expiring FY14 premium. This year's premium is based on an increase in the Total Insured Value (TIV) of 2%, a flat rate increase and a one-time membership credit of \$78,839. The membership credit represents 10% of last year's premium and is available to the MWRA based on its tenure with FM Global and the company's favorable financial condition. FM Global also submitted pricing options with a higher self-retention level of \$5 million. These options were not deemed to be cost effective since they exposed the Authority to an additional \$2.5 million of risk exposure in return for relatively small annual premium savings that would quickly evaporate with just one event over a span of more than 25 years. Because FM Global is a direct writer, there are no broker fees associated with this policy.

**General Liability** – Three responses were received for General Liability. Two offering the specified \$25 million in coverage and one offering only \$10 million. Of the two that met the required limit, the lowest cost proposal received was from broker William Gallagher Associates with insurers C.V. Starr/Civic Risk, for a premium of \$357,118. MWRA's Insurance Consultant reviewed the terms, conditions and coverage afforded by the proposed policy and determined that the policy met MWRA's criteria and recommended acceptance of this proposal. This premium represents a \$63,146, or 15% decrease from the expiring policy. The proposal received from incumbent broker Richards Robinson Sheppard with insurer Lexington Insurance Co., for a premium of \$415,064 (including surplus lines fees), represents a 1% decrease from the expiring policy. An additional proposal was received from broker Wells Fargo utilizing insurer Alteris with only \$10 million of

coverage for a premium of \$321,112. Staff recommend the acceptance of the proposal from William Gallagher Associates with the policies provided by C.V. Starr/Civic Risk for a total premium of \$357,118 with an associated broker fee to William Gallagher Associates of \$57,000, which includes fees associated with placement of the Public Official's and Excess General Liability policies outlined below.

**Excess General Liability** – The recommended broker for the General Liability coverage, William Gallagher Associates, was then asked to solicit and provide quotes from insurance companies for the additional excess layers of liability coverage. The companies and the final premium costs for the additional \$75 million of excess liability coverage were still being developed and negotiated and were not available in time for this Board meeting. In order to keep all insurance related items together in one staff summary, staff are recommending a not to exceed amount of \$300,000 for this item. This amount of \$300,000 represents a 5% increase in premium above the expiring FY14 coverage, however staff believe this coverage will be available at a premium equal to or less than the expiring coverage. Staff will report back to the Board on the status of this item as part of the FY15 Final Current Expense Budget staff summary and presentation on June 28, 2014.

**Public Official's Liability** – Three bids were received for this line of coverage with the required \$5 million limit, one from ACE USA, submitted through broker William Gallagher Associates for a premium of \$47,187; a second proposal submitted by Wells Fargo Insurance Services with Hiscox for a premium of \$56,432; and a third from Sullivan Group utilizing Western World Insurance Co. for a premium cost of \$83,334. The lowest cost proposal from William Gallagher Associates with ACE USA represents a 4% decrease from the expiring similar coverage. ACE USA also included a second proposal with a \$10 million limit for a premium of \$78,001 which was deemed to be more coverage than required by the solicitation. Staff recommend the placement of this coverage with ACE USA for a premium of \$47,187, including broker commissions, through William Gallagher Associates.

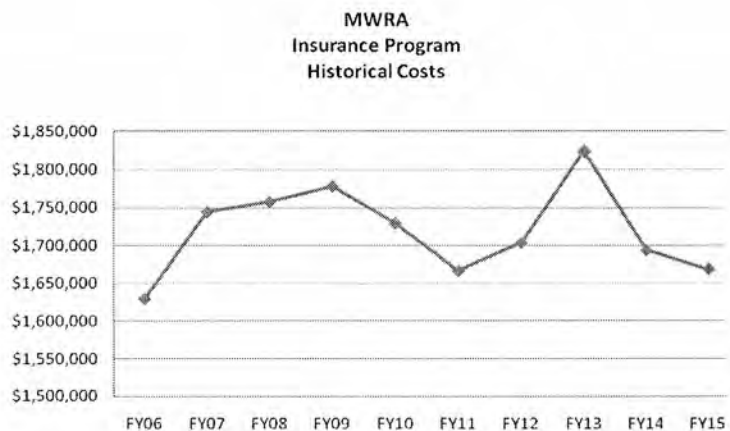
**Fiduciary Liability** – Two bids were received for this line of coverage. One from Wells Fargo Insurance Services with a quote provided by Chubb Insurance Co. (incumbent) for a premium of \$10,769 and one from AXIS provided through William Gallagher Associates (WGA) for a premium of \$10,902. Both of these proposals include a self-insured retention of \$1 million. A second option with a lower self retention of \$25 thousand was also provided by WGA utilizing AXIS for a premium of \$15,891. MWRA's Insurance Consultant, Kevin F. Donoghue & Associates, reviewed the policies offered and recommends the coverage offered by the AXIS policy. While both policies had some level of non-conformance with the specifications, the AXIS policy provided higher limits of coverage for certain types of loss. While the premium cost for the AXIS policy is \$133 dollars higher than the Chubb policy, staff believe the enhanced coverage is desirable and recommends approval of the AXIS policy offered through WGA with a \$5 million limit and \$1 million self retention, for a premium of \$10,902 including broker commissions. This represents a premium which is \$602 or 6% more than the expiring FY14 premium.



**Public Official's/Crime Bond** – Two proposals were received for this line of coverage with the most responsive bid from broker William Gallagher Associates (WGA) with Hartford Insurance Company (Hartford) with a premium cost of \$6,714. This premium is \$833 dollars lower than the next offer, from broker Wells Fargo Insurance Services, utilizing insurer Hiscox with a premium cost of \$7,547. Both policies were reviewed by MWRA's Insurance Consultant and the policy form and coverage provided by the Hartford policy was recommended. Broker commissions are included in the bids which are shown on the attached chart. Staff recommend purchase of this bond from Hartford through WGA for an amount of \$6,714, a 5% increase above the expiring FY14 policy.

**Treasurer's Bond** – The Treasurer's Bond is required by the MWRA Enabling Act and is written in the name of the person holding the position of Treasurer. Due to changes in this position several years ago, the renewal of this bond is off-cycle from the rest of the insurance program and does not expire until February 5, 2015. To keep all insurance program approvals consolidated in one staff summary, staff included a not-to-exceed amount of \$3,300 for the renewal of this bond upon its expiration. The broker fee associated with placement or renewal of this bond is included in the broker scope of services.

In conclusion, staff recommend the renewal of MWRA's insurance program for FY15, with the various coverages, limits and self-insured retention levels from various brokers and insurance companies as outlined above and as included on the attached chart. If approved, the FY15 total insurance cost will be \$1,668,684 representing a 1.5% decrease in costs from the expiring FY14 program. The chart at right provides MWRA's Insurance Program historical costs for the past nine fiscal years.



**BUDGET/FISCAL IMPACT:**

The Draft Final FY15 CEB includes \$2.1 million for the total cost of maintaining MWRA's insurance program; consisting of \$1.8 million for the payment of premiums and fees and \$323,000 for payment of estimated claims and damages in FY15. The budget contains sufficient funds for the renewal of the insurance program outlined above.

**MBE/WBE PARTICIPATION:**

There were no minimum MBE and WBE participation requirements established for this procurement, as the nature of the services being provided does not allow for subcontracting.

**MWRA FY15 INSURANCE PROPOSALS**

Item #	Coverage	Deductible/ Limit	Actual FY14 Premium	FY14 Insurance Co. (Broker)	FY 15 BIDS	FY15 Insurer (Broker)	Notes
1	Excess Workers Comp.	\$500K / \$25M	127,311	N.Y. Marine (Willis of MA)	<b>146,016</b>	<b>N.Y. Marine (Willis of MA)</b>	Net premium increase of 15%. Increase based on 10% rate increase applied to projected FY15 payroll. Cost benefit favors \$500K deductible.
		\$750K / \$25M			123,646	N.Y. Marine (Willis of MA)	
		\$500K/Statutory			444,700	Travelers Ins. (Willis of MA)	
2	Property Insurance (including Boiler & Machinery)	\$2.5M / \$200M	710,130	FM Global (No Broker)	709,716	FM Global (No Broker)	FY15 bids are based on a flat rate increase applied to a 2% increase in Total Insured Value. FY15 bids shown are net of \$78,839 membership credit available to MWRA. \$300M limit option recommended based on Maximum Foreseeable Loss (MFL) at Deer Island.
		\$2.5M / \$300M			<b>725,197</b>	<b>FM Global (No Broker)</b>	
		\$2.5M / \$500M			759,190	FM Global (No Broker)	
		\$5M / \$200M			645,433	FM Global (No Broker)	
		\$5M / \$300M			660,578	FM Global (No Broker)	
		\$5M / \$500M			692,215	FM Global (No Broker)	
3	General Liability (Incl., Auto, Marine, Wharfingers, and Employment Practice Liability)	\$2.5M/\$25M	420,264	Lexington Insurance Co. (Richards Robinson Sheppard)	<b>357,118</b>	<b>C.V. Starr/Civic Risk (W. Gallagher)</b>	Net premium decrease of 15%. Lexington quote includes 4% Surplus lines fees.
		\$2.5M/\$25M			415,064	Lexington Insurance Co. (Richards Robinson Sheppard)	
4	Excess Liability	\$25M/\$100M	284,935	Ironshore, ACE, Great American (Richards Robinson Sheppard)	<b>300,000</b>	<b>To Be Determined (W.Gallagher)</b>	Premium shown is not-to-exceed amount. This coverage must follow the selection of the General Liability coverage. Amount shown is 5% increase but will likely be less.
5	Public Official's Liability	\$1M / \$5M	48,932	Hiscox Ins. (Wells Fargo)	<b>47,187</b>	<b>ACE USA ( W. Gallagher)</b>	Net premium decrease of \$1,745 or 4%. Bids shown are inclusive of Broker Fees
		\$1M / \$5M			56,432	Hiscox Ins. (Wells Fargo)	
		\$1M/\$10M			78,001	ACE USA (W. Gallagher)	
		\$.25M/\$5M			83,334	Western World (Sullivan Group)	
6	Fiduciary Liability	\$1M / \$5M	10,300	Chubb (Wells Fargo)	10,769	Chubb (Wells Fargo)	FY15 bids shown include fees. Premium cost increase of 6%. Policy form and coverage offered by AXIS policy is preferred and recommended by MWRA's Insurance Consultant.
		\$1M / \$5M			<b>10,902</b>	<b>AXIS (W, Gallagher)</b>	
		\$25k/\$5M			15,891	AXIS (W, Gallagher)	
7	Public Official's/Crime Bond	\$25K / \$1M	6,397	Hartford (W. Gallagher)	<b>6,714</b>	<b>Hartford (W. Gallagher)</b>	Net premium increase of 5%. Bids include Broker's Commissions/Fees.
		\$50K/\$1M			7,547	Hiscox (Wells Fargo)	
8	Treasurer's Bond	0/\$1M	2,750		<b>3,300</b>	<b>To Be Determined</b>	Renews in February 2015. Amount shown is not-to-exceed amount.
9	Broker Fees -Various		82,650	Various - See Note 2	<b>72,250</b>	<b>Various - See Note 3</b>	Decrease of \$10,400 (or 13% ) from FY14
			\$ 1,693,669		\$ 1,668,684		Total Program Decrease of \$24,985 or 1.5%

**Note 1:** Proposed for approval shown in bold.

**Note 2:** Broker Fees include \$65,000 for Richards Robinson Sheppard; \$10,250 for Willis of Mass.; \$7,400 for Wells Fargo.

**Note 3:** Broker Fees include \$57,000 for W.Gallagher and \$15,250 for Willis of Mass.

## STAFF SUMMARY

**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director *F. Laskey*  
**DATE:** June 4, 2014  
**SUBJECT:** Three-Year Purchase Order Contract to Provide Janitorial Services at MWRA  
Western Facilities  
S.J. Services, Inc.  
WRA-3848Q  
State Blanket Contract FAC81

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COMMITTEE: Administration, Finance & Audit

Edward Boyajian, Project Manager, Facilities  
David W. Coppes, P.E., Director of Waterworks  
Michele S. Gillen, Deputy Director, Administration and Finance  
Preparer/Title

INFORMATION  
 VOTE  
*Rachel C. Madden*  
Rachel C. Madden, Director  
Administration and Finance  
*Michael J. Hornbrook*  
Michael J. Hornbrook  
Chief Operating Officer

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### RECOMMENDATION:

To approve the award of Contract WRA-3848Q, Janitorial Services at the John J. Carroll Water Treatment Plant, the Southborough Complex, the Records Center, and the Carroll Water Treatment Plant Warehouse, to S.J. Services, Inc., and to authorize the Executive Director, on behalf of the Authority, to execute said contract in an amount not to exceed \$250,608, for a contract term of three years from August 1, 2014 through July 31, 2017, in accordance with State Blanket Contract FAC81.

### DISCUSSION:

Contract WRA-3848Q is a three-year contract to provide janitorial services at four Western Operations' facilities, including the John J. Carroll Water Treatment Plant (shown on the right), the Southborough Complex, MWRA's Records Center, and Carroll Water Treatment Plant Warehouse. The Carroll Water Treatment Plant is a continuously operating facility that supplies potable water to MWRA's service area and is staffed 24/7.



The Southborough Complex (aerial view shown on the right) houses a major portion of Western Operations' management, maintenance and laboratory functions for the Carroll Water Treatment Plant and other sites, and is normally staffed weekdays from 7:00 A.M. to 3:30 P.M. MWRA's Records Center is staffed weekdays from 7:00 A.M. to 3:00 P.M. These facilities, along with the Carroll Water Treatment Plant's warehouse, require regularly scheduled janitorial services to ensure their clean, safe, and efficient management and use.



The scope of services under this contract includes the following:

- At the Carroll Water Treatment Plant, the contractor will daily clean the Operations Building, which contains office areas, the control room, a lunchroom, restrooms, and locker rooms. Additionally, periodic cleaning services are required for the Security Gatehouse, the stairwells and corridors of the Ozone Building, the stairwells, restrooms, and skylights of the Chemical Building, the entries and stairwells of the Post Treatment Building, the entries to the Generator Building, and the entries and stairwells of the UV Buildings (cleaning tasks in the UV Buildings are new to this contract);
- At the Southborough Complex, the contractor will daily clean the Administration, Laboratory, Quality Assurance, Warehouse, and Tradeshop Buildings, which contain office areas, lunchrooms, restrooms, locker rooms, laboratory rooms, and other spaces. Additional periodic cleaning services, such as vacuuming upholstered chairs, deep cleaning floors, washing windows, and cleaning carpets are also required for these buildings;
- At the Records Center, the contractor will clean the office areas three times per week and perform more intensive tasks, including cleaning the storage area floors on a quarterly and annual basis; and
- At the Carroll Water Treatment Plant Warehouse, the contractor will clean the warehouse floor quarterly.

**Procurement Process**

Under Bid WRA-3848Q, utilizing MWRA's e-procurement system (Event 781), staff directly solicited five potential vendors who are listed on the Commonwealth of Massachusetts' contract

for Janitorial Services, Contract FAC81. A pre-bid site visit was held on April 24, 2014 and four potential bidders participated.

On May 2, 2014, three bids were received and opened with the following results:

<b>Vendor</b>	<b>Three-Year Bid Total</b>
<b>S.J. Services, Inc.</b>	<b>\$250,608</b>
ABM Janitorial Services Northeast, Inc	\$290,388
AMPM Facility Services	\$295,500
<i>Staff Estimate</i>	<i>\$314,000</i>

S.J. Services, Inc.'s bid, the lowest of the three bids received, is 20% lower than staff's estimate. The contract requires payment of prevailing wage rates established by the Department of Labor Standards for the Marlborough area. Bidders were required to submit annual prices for all three years with the award based on the lowest total bid price for the entire three-year contract term. In developing the estimate, staff reviewed the wage rates of the prior contract, adjusted them for projected inflation over the period and determined an inflation factor that was then applied to the average of the two lowest qualified bids from the prior contract. In reviewing the bids, staff believe the large variance from staff's estimate results primarily from a very aggressive bidding posture by the lowest bidder, as discussed further below, although staff's estimate also may have been conservatively high.

It should be noted that the current contract with ABM Janitorial Services Northeast, Inc. (the second lowest bidder for this contract), which is set to expire on July 31, 2014, was awarded for a bid amount of \$236,878. While the scope of work increased, mainly due to the UV facility's monthly tasks, it also decreased in other areas, including a substantial decrease in the number of entry mats required. The current Contractor's bid price increased from \$236,878 to \$290,388.

Staff interviewed S.J. Services' president on two occasions to discuss the bid. S.J. Services' president participated in the pre-bid site visit and was clearly aware of the requirements of the contract. S.J. Services has performed previous janitorial services contract work for MWRA. When asked about his low bid price, the president stated he had had met with his account manager and other staff to discuss prior contract work for these sites and reviewed the monthly tasks before submitting his bid. He stated that the former account manager will be assigned to this contract, thus bringing a familiarity of project requirements. He also stated that he was willing to lower his profit margin and bid aggressively to ensure he got the contract. He also indicated that, being a large firm, his company receives favorable volume discounts from his suppliers. As a result of these discussions, staff have concluded that the bid price is reasonable, complete, and includes the payment of prevailing wage rates, as required.

S.J. Services has extensive experience in providing janitorial services for other large public agencies and recently held the janitorial contract on Deer Island, as well as a previous contract for the Carroll Water Treatment Plant, the Southborough Complex, and the Records Center. MWRA staff have been satisfied with S.J. Services' performance on these contracts.

In accordance with Governor Deval Patrick's Executive Order No. 481, S.J. Services, Inc. must perform background checks to verify the immigration status of each employee.

Staff are of the opinion that S.J. Services, Inc. possesses the skill, ability, and experience necessary to perform the work under this contract and is qualified to do so. Therefore, staff recommend the award of this contract to S.J. Services, Inc. as the lowest responsive bidder.

**BUDGET/FISCAL IMPACT:**

There are sufficient funds for this contract in the FY14 Current Expense Budget. Appropriate funding for the remaining term of the contract will be included in subsequent Proposed CEB requests.

**MBE/WBE PARTICIPATION:**

S.J. Services, Inc. is not a certified Minority- or Women-owned Business.



# MASSACHUSETTS WATER RESOURCES AUTHORITY

Charlestown Navy Yard  
100 First Avenue, Building 39  
Boston, MA 02129

Frederick A. Laskey  
Executive Director

Telephone: (617) 242-6000  
Fax: (617) 788-4899  
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## **WASTEWATER POLICY & OVERSIGHT COMMITTEE MEETING**

*Chair:* J. Walsh  
*Vice-Chair:* P. Flanagan  
*Committee Members:*  
J. Carroll  
J. Foti  
A. Pappastergion  
B. Swett  
H. Vitale

to be held on

Wednesday, June 4, 2014

Location: 100 First Avenue, 2nd Floor  
Charlestown Navy Yard  
Boston, MA 02129

Time: Immediately following AF&A Comm.

### **AGENDA**

#### **A. Approvals**

1. Wastewater Advisory Committee Contract

## MASSACHUSETTS WATER RESOURCES AUTHORITY

### Meeting of the Wastewater Policy and Oversight Committee

May 14, 2014

A meeting of the Wastewater Policy and Oversight Committee was held on May 14, 2014 at the Authority headquarters in Charlestown. Chairman Walsh presided. Present from the Board were Ms. Wolowicz and Messrs. Carroll, Cotter, Foti, Pappastergion and Vitale. Among those present from the Authority staff were Fred Laskey, Steve Remsberg, Mike Hornbrook, Dave Duest, Carl Pawlowski, Dave Kubiak, Rick Adams, and Bonnie Hale. The meeting was called to order at 10:55 a.m.

#### **Information**

Staff gave presentations on the following two information items (on file with the records of the meeting), and there was general discussion:

- Update on the Operation and Maintenance of the Pelletizing Plant
- Quincy Power Failure – Update on Power Surge/Damage to Pelletizing Plant.

#### **Approvals**

\*Memorandum of Understanding and Financial Assistance Agreement with BWSC for Implementation of CSO Control Projects, Amendment 14, and Progress of BWSC-Implemented CSO Projects and Projected Financial Assistance through December 2014

Staff summarized the work to be performed under Amendment 14. The Committee recommended approval (ref. agenda item B.1).

#### **Contract Awards**

\*Valve and Piping Replacements at Various Facilities – Deer Island Treatment Plant: Carlin Construction Co., Contract 7275

Staff gave a presentation on this project, and there was general discussion and question and answer. The Committee recommended approval of the contract award (ref. agenda item C.1).

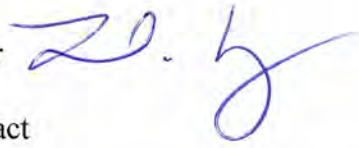
The meeting adjourned at 11:40 a.m.

\* Approved as recommended at May 14, 2014 Board of Directors meeting.



**STAFF SUMMARY**

**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director  
**DATE:** June 4, 2014  
**SUBJECT:** Wastewater Advisory Committee Contract



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COMMITTEE: Wastewater Policy & Oversight

         INFORMATION  
  X   VOTE

Wendy Leo, Senior Program Manager  
Preparer/Title



Kevin A. McCluskey  
Director, Public Affairs

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**RECOMMENDATION:**

To authorize the Executive Director, on behalf of the Authority, to execute a contract, substantially in the form attached hereto, with the Wastewater Advisory Committee for a term of one year, from July 1, 2014 to June 30, 2015, for a total contract cost of \$65,689.

**DISCUSSION:**

The Wastewater Advisory Committee (WAC) was created in 1990 to offer independent recommendations on wastewater programs and policies; it is a successor to the Facilities Planning Citizen Advisory Committee established during the planning of the new Deer Island Treatment Plant. WAC's members include citizen advocates, representatives from the MWRA Advisory Board, Massachusetts Area Planning Council, watershed associations, the engineering and business communities, and science and education fields.

WAC's monthly meetings are geared towards engendering discussion and facilitating timely recommendations to MWRA's Board of Directors and staff on wastewater policies, projects, and program initiatives directly related to MWRA, and public concerns. Current topics of interest to WAC include operations and maintenance, the CSO program, climate change adaptation, receiving water monitoring, and wastewater/water policy and funding initiatives in Massachusetts.

Pursuant to the terms of the attached contract, WAC's members are approved by MWRA's Board of Directors. WAC elects its chairman and employs an Executive Director (selected by WAC's membership with the concurrence and approval of MWRA's Public Affairs Department). WAC's current chairman is Stephen Greene and WAC's current Executive Director is Andreae Downs.

WAC's proposed FY15 contract cost is 2% higher than in FY14, due to slight escalations in salary rate and health insurance reimbursement. The wages line item in the proposed FY15 contract is \$55,804; WAC's budget assumes the Executive Director is a part-time position, and will work an average of approximately four days per week. WAC's reimbursable expenses include: a) 80% reimbursement for a portion of the Executive Director's health insurance costs up to an annual maximum of \$8,260; and b) stationery, payroll services expenses, bank expenses, miscellaneous expenses, mass transit fares, and highway tolls and parking expenses for meeting attendance for WAC's Executive Director and members, up to \$1,625, the same as for FY14. Office space and support services for WAC are provided by MWRA in the Charlestown Navy Yard. The proposed total FY15 WAC funding is \$65,689.

A separate staff summary is being presented at this meeting recommending authorization for the Executive Director to execute a similar contract with the Water Supply Citizens Advisory Committee for FY15.

**BUDGET/FISCAL IMPACT:**

Sufficient funds for the WAC contract are included in the Proposed FY15 Current Expense Budget.

**ATTACHMENT:**

Copy of Agreement between Massachusetts Water Resources Authority and Wastewater Advisory Committee

AGREEMENT  
BETWEEN  
MASSACHUSETTS WATER RESOURCES AUTHORITY  
AND  
WASTEWATER ADVISORY COMMITTEE

This Agreement (“Agreement”) is by and between the Massachusetts Water Resources Authority (“Authority”), a body politic and corporate and a public instrumentality of the commonwealth, created by Chapter 372 of the Acts of 1984, with offices at Building 39, Charlestown Navy Yard, Charlestown, Massachusetts 02129 and the Wastewater Advisory Committee (“WAC”) a body created by the Authority’s Board of Directors (“Board”) (collectively “parties”).

WHEREAS, the WAC was created to offer independent advice to the Board and to the professional staff of the Authority, regarding wastewater programs and policies directly related to the Authority; and

WHEREAS, the WAC will (i) review and comment to the Authority on wastewater reports and related proposed documents, and (ii) offer independent commentary and advice on current and proposed wastewater program and policy directions to further Authority objectives; and

WHEREAS, the WAC membership is designed to reflect the knowledge and interest of major affected constituencies, including engineering, construction, business/industry, planning, academic research, and environmental advocacy; and

WHEREAS, the Authority desires the WAC to advise the Authority in wastewater planning, and

WHEREAS, the WAC desires to have a role advising the Authority on such matters;

NOW, THEREFORE, for the consideration of mutual promises contained herein, the Authority and WAC agree as follows:

ARTICLE 1. EFFECTIVE DATE

This Agreement shall be effective from July 1, 2014 through June 30, 2015, inclusive.

## ARTICLE 2. COMPENSATION, BUDGET, PAYMENT, AND EXPENSES

2.1 The Authority shall make funds available as follows:

(a) Executive Director Salary.

In order to minimize the WAC's expenses and for the WAC's convenience, the Authority shall make direct payments to the WAC for the WAC Executive Director salary. Such payments shall not exceed \$55,804 from July 1, 2014 through June 30, 2015, inclusive. The hourly salary rate shall be \$38.56 with annual total hours of 1,447 (average 30 hours per week for 49 weeks).

(b) Reimbursable expenses.

The Authority shall reimburse the WAC for 80% of the health insurance for the WAC Executive Director (not to exceed \$8,260), and for stationery, payroll services expenses, bank expenses, and for mileage costs, public transportation costs, highway tolls and parking expenses for meeting attendance by WAC's Executive Director and membership, and for other miscellaneous expenses of the WAC staff approved by the Authority on a case-by-case basis. Such expenses will be reimbursed when submitted to the Public Affairs Unit. Mileage costs will be reimbursed at the prevailing Authority rate per mile.

The percentage rate for reimbursement of health insurance costs shall be changed to that of MWRA staff if the Group Insurance Commission changes the rate.

The total annual expense reimbursement to WAC, excluding health insurance reimbursements, shall not exceed \$1,625.00.

(c) Non-reimbursable expenses.

The following expenses are not reimbursable: meals, entertainment, room and board expenses, fines, fees, or costs assessed as a result of improper or illegal actions on the part of the member, such as parking tickets or speeding fines.

## ARTICLE 3. RESPONSIBILITIES OF THE AUTHORITY AND WAC.

(a) The WAC shall employ an Executive Director who is prohibited from being a member of the WAC while serving his or her term as a paid employee. The MWRA Public Affairs Office must concur with and approve the selection of the WAC Executive Director by the WAC. The duties of the Executive Director shall be in accordance with the job description prepared by the WAC, and on file with the Authority.

(b) The WAC shall submit weekly statements to the Authority requesting payment for expenses listed in Article 2. Such requests shall be supplemented or accompanied by time sheets, travel and expense vouchers, and by such other supporting data as may be required by the Authority.

(c) The WAC shall maintain accounts, records, documents, and other evidence directly pertinent to performance of work under this Agreement. The parties and their duly authorized representatives shall have access to such records, documents, and other evidence for the purpose of inspection, audit, and copying.

(d) The Authority or its duly authorized agent shall have the right at any and all reasonable times, to examine and audit WAC's records, documents and other evidence.

(e) This Agreement is subject to the laws dealing with the expenditures of public funds, including Chapter 12A of the Massachusetts General Laws.

(f) The parties shall agree to any reasonable modifications or changes in this contract that may be required by the Commonwealth of Massachusetts or any of its agencies.

(g) The WAC acknowledges that the Authority is a state agency for purposes of Chapter 268A of the General Laws (the Massachusetts Conflict of Interest Law) and understands that for the purposes of that law, WAC staff and members are special state employees.

(h) The WAC shall be responsible for compliance with all applicable provisions and requirements of the Massachusetts Open Meeting Law.

#### ARTICLE 4. RESPONSIBILITIES OF THE WAC STAFF.

4.1 The WAC staff shall be responsible for the following tasks:

(a) aiding the WAC in its tasks under Article 6, educating the public, and acting as liaison with the Authority and its staff;

(b) maintaining financial records, minutes of the WAC meetings, and other WAC records;

(c) providing to the Authority copies of the notices for and minutes of all meetings of WAC and of all WAC correspondence relative to Authority projects and proposals as soon as such materials are available; and

(d) administering and maintaining compliance by all its members and staff with the provisions of the Massachusetts Conflict of Interest Law including, without limitation, those mandatory provisions relating to: (i) annual distribution to members and staff of the State Ethics Commission's (SEC) Summary of Law and maintenance and archiving of acknowledgements of receipt of the Summary of Law from all members and staff, and (ii) compliance by members and staff with the SEC's bi-annual educational training exercises.

## ARTICLE 5. MEMBERSHIP, MEETINGS, TERMS.

5.1 The WAC membership, meetings and terms shall be as follows:

- (a) The WAC will have a maximum of twenty (20) members (“Members”) approved by the Board. (Alternates or designees are prohibited).
- (b) The WAC shall meet once per month and maintain records of its meetings.
- (c) To the extent reasonable, Members will meet as a committee of the whole, without resort to subcommittees.
- (d) Members will elect their chairman.
- (e) Members’ terms will be three (3) years; members may succeed themselves.
- (f) Members unable to maintain reasonable participation in the committee’s work will be expected to resign. The Authority’s Public Affairs Unit, in consultation with the WAC chairman, will nominate a replacement for Board approval.

## ARTICLE 6. WAC TASKS.

The WAC shall undertake the following tasks:

### 6.1 Wastewater Policies and Programs Review.

Advise the Authority staff and Board. Participate in review and evaluation of wastewater management plans (e.g., local limits, I/I, CSO), reports and new ideas for programs. Provide comments, information, advice, recommendations and guidance as to the direction, intent and execution of wastewater planning and policy directly related to MWRA.

### 6.2 Outreach and Education.

Strive to increase citizen participation and education by providing assistance in outreach to various groups regarding the Authority’s wastewater programs and state wastewater resource policies. Review programs and explain plans and policies to organizations and citizens.

### 6.3 Working Group Representation.

When possible, provide a representative on Authority working groups, comprising MWRA staff and consultants, related to wastewater programs and policy, including the Advisory Board and its subcommittees and the Water Supply Citizens Advisory Committee.

6.4 Recommendations on Long Term Public Involvement.

Provide to the Authority staff and Board, proposals for continued effective and efficient long term public involvement in wastewater programs.

6.5 Recommendations and Discussion Documents.

The WAC staff shall be responsible for providing to the Authority's staff, Board, and others, recommendation and discussion documents on wastewater programs and policy. Documents may be in the form of minutes of WAC meetings, memoranda, letters, reports, presentations and discussions as appropriate.

ARTICLE 7. MISCELLANEOUS REQUIREMENTS.

7.1 Nondiscrimination and Equal Employment Opportunity

The WAC agrees to comply with the Authority's policy regarding non-discrimination and affirmative action.

ARTICLE 8. GENERAL PROVISIONS.

8.1 Termination of Contract.

(a) This Agreement may be terminated in writing, at any time, in whole or in part, by the Authority for its convenience or in the event of substantial failure by the WAC to fulfill its obligations, or for violation of any of the covenants and stipulations of this Agreement.

(b) If termination is effected by the Authority an equitable adjustment shall be made providing for payment to the WAC for services rendered and expenses incurred prior to the termination.

(c) No termination hereunder may be effected unless the terminating party gives the other party:

(1) not less than forty-five days' written notice delivered by certified mail, return receipt requested, of intent to terminate; and

(2) an opportunity for consultation with the other party prior to termination, or

(3) by mutual agreement of the parties.

8.2 Assignability.

The WAC shall not assign or transfer this Agreement or delegate its responsibility for the performance of services under this contract.

8.3 Integration Clause.

This Agreement integrates and supersedes all prior negotiations, representations, or agreements.

8.4 Amendment.

This Agreement may be amended only by a writing executed by each of the parties.

8.5 Severability of Provisions.

If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby.

8.6 Massachusetts Law to Govern.

All parties to this Agreement agree that this Agreement shall be governed by and enforced in accordance with the laws of the Commonwealth of Massachusetts.

8.7 Duplicate Originals.

This Agreement may be signed in more than one identical counterpart, each of which shall be deemed to be an original hereof.

8.8 Notices.

Communications shall be deemed to have been made when mailed postage prepaid or delivered among:

Executive Director  
Wastewater Advisory Committee  
c/o MWRA  
100 First Avenue  
Charlestown Navy Yard  
Boston, MA 02129

Executive Director  
Massachusetts Water Resources Authority  
Charlestown Navy Yard  
100 First Avenue  
Boston, MA 02129

Director of Public Affairs  
Massachusetts Water Resources Authority  
Charlestown Navy Yard  
100 First Avenue  
Boston, MA 02129



IN WITNESS WHEREOF, this Agreement is executed as of this \_\_\_\_th day of June, 2014.

FOR; WASTEWATER ADVISORY COMMITTEE

By: \_\_\_\_\_  
Stephen H. Greene, Chairman

FOR: MASSACHUSETTS WATER RESOURCES AUTHORITY

By: \_\_\_\_\_  
Frederick A. Laskey, Executive Director



# MASSACHUSETTS WATER RESOURCES AUTHORITY

Charlestown Navy Yard  
100 First Avenue, Building 39  
Boston, MA 02129

Frederick A. Laskey  
Executive Director

Telephone: (617) 242-6000  
Fax: (617) 788-4899  
TTY: (617) 788-4971

## WATER POLICY AND OVERSIGHT COMMITTEE MEETING

*Chair:* A. Pappastergion  
*Vice-Chair:* B. Swett  
*Committee Members:*  
J. Barrera  
J. Carroll  
J. Foti  
H. Vitale  
J. Walsh  
J. Wolowicz

to be held on

Wednesday, June 4, 2014

Location: 100 First Avenue, 2nd Floor  
Charlestown Navy Yard  
Boston, MA 02129

Time: Immediately following Wastewater Comm.

### AGENDA

#### **A. Information**

1. *2013 Annual Water Quality Report (Consumer Confidence Report)*

#### **B. Approvals**

1. Water Supply Citizens Advisory Committee Contract
2. Emergency Water Supply Agreement with Town of Hudson
3. Local Water System Assistance Program – Approval of Water Loan Program Guidelines Revision for Town of Winthrop

#### **C. Contract Amendments/Change Orders**

1. Preliminary Design and Owner's Representative Services for the Spot Pond Storage Facility: Camp Dresser & McKee, Inc., Contract 7233, Amendment 1

MASSACHUSETTS WATER RESOURCES AUTHORITY

Meeting of the  
Water Policy and Oversight Committee

May 14, 2014

A meeting of the Water Policy and Oversight Committee was held on May 14, 2014 at the Authority headquarters in Charlestown. Chairman Pappastergion presided. Present from the Board were Ms. Wolowicz and Messrs. Carroll, Cotter, Foti, Vitale and Walsh. Among those present from the Authority staff were Fred Laskey, Steve Remsberg, Mike Hornbrook, Dave Coppes, Pam Heidell and Bonnie Hale. The meeting was called to order at 11:40 a.m.

**Information**

Chicopee Valley Aqueduct - Shea Avenue Repair

Staff gave a presentation on this project and there was general discussion.

**Approvals**

\*Wilmington Water Supply Continuation Agreement

Staff summarized Wilmington's first contract renewal since its admittance to the MWRA water system in 2009. The Committee recommended approval (ref. agenda item B.1).

**Contract Awards**

\*Northern Intermediate High, West Street Transmission Main – Reading: P. Caliacco Corp., Contract 7066

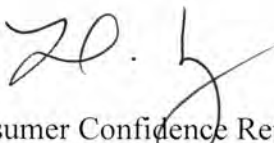
The Committee recommended approval of the contract award (ref. agenda item C.1).

The meeting adjourned at 11:55 a.m.

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\* Approved as recommended at May 14, 2014 Board of Directors meeting.

## STAFF SUMMARY


**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director   
**DATE:** June 4, 2014  
**SUBJECT:** *2013 Annual Water Quality Report* (Consumer Confidence Report)

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COMMITTEE: Water Policy & Oversight

INFORMATION  
 VOTE

Ria Convery, Special Assistant to the Executive Director  
Joshua Das, Project Manager, Public Health  
Stephen Estes-Smargiassi, Director, Planning  
Preparer/Title

  
Michael J. Hornbrook  
Chief Operating Officer

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### RECOMMENDATION:

For information only. The *2013 Annual Water Quality Report* will be mailed to every household in MWRA's service area between June 2 and June 23, 2014 to meet EPA's Consumer Confidence Report Rule deadline of July 1. This staff summary highlights the report's key findings and features. Copies will be available at the Board meeting.

### DISCUSSION:

EPA's Consumer Confidence Report (CCR) program has been an important national initiative that has promoted better information and education for consumers about their publicly supplied drinking water. The CCR has been an integral part of MWRA's drinking water communication program since 1999.

MWRA staff have produced again three separate versions of the CCR for 2013: one for each of the fully-supplied communities in metropolitan Boston and MetroWest, one for each of the partially-supplied communities in metropolitan Boston and MetroWest, and one for the three Chicopee Valley Aqueduct communities. In addition, a Spanish translation and a large print version are also produced. All communities in metropolitan Boston and MetroWest that use MWRA's CCR again took the opportunity to provide a community-specific letter to report additional local information.<sup>1</sup>

As in prior years, the 2013 CCR emphasizes MWRA's excellent source water, the test results from the reservoir to the tap, and indicates that system-wide, MWRA again met the Lead and Copper Rule. The report notifies consumers that certain communities had higher lead levels and that additional information is available in the community-specific letter.

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<sup>1</sup> The partially-served communities of Peabody, Stoughton, and Wellesley each send their own CCR geared toward local source water quality, with additional information on MWRA water provided in their reports by MWRA staff.

This year, the main focus of the CCR is on the new ultraviolet (UV) disinfection facilities. The cover emphasizes “The Cleaning Power of UV,” while the cover letter discusses UV and all other treatment, including emphasizing that, for the first time, MWRA now has two primary disinfection processes. The Report also encourages residents to drink tap water due to its great quality, affordability, and green aspects.

The report is printed on paper which is recycled and certified by the Forest Stewardship Council and Sustainable Forestry Initiative, with appropriate logos included on the cover.

Consistent with past efforts, MWRA will conduct an outreach effort to increase awareness of the CCR, including e-mailing copies to local officials, health care professionals, and other interested parties, and sending press releases to more than 50 weekly publications and all regional newspapers. Information and pictures of the CCR, with links to MWRA’s website, will be provided to cable access television stations, community web pages, and local public health and environmental organizations.

Mailing of the CCR will begin the first week of June and the reports should be arriving in customers’ mailboxes through the last week of June. Certification of the CCR to DEP is due by July 1, 2014. MWRA provides certification materials to DEP on behalf of each community.

Starting in 2013, EPA gave utilities the option to provide the CCR on-line, so long as each customer is notified by either postcard or e-mail of the availability of the report on-line. MWRA staff evaluated this option and determined that the cost savings would be approximately 2 or 3 cents per customer. Last year, after consultation with the Advisory Board’s Executive Committee, it was decided that the cost savings was not substantial enough to justify sending a postcard instead of a report and thus, having MWRA lose the one opportunity to communicate directly with its customers about the quality of their drinking water. This year, the Advisory Board reviewed this decision and once again decided to print the report. MWRA did decide to use the flexibility offered by the eCCR guidance and included web links to additional information within the report on unregulated contaminants. Also, one partial community included a web-link to a longer community letter

#### **BUDGET/FISCAL IMPACT:**

The FY14 Current Expense Budget includes sufficient funds to cover the printing and mailing costs for the 2013 CCR. Production and graphic design are performed in-house by MWRA staff. The cost of preparing, printing, and mailing almost 900,000 copies of the 2013 CCR is approximately \$0.22 per copy.

**STAFF SUMMARY**

**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director  
**DATE:** June 4, 2014  
**SUBJECT:** Water Supply Citizens Advisory Committee Contract

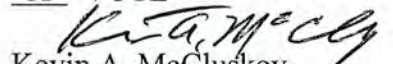


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COMMITTEE: Water Policy & Oversight

INFORMATION  
 VOTE

Stephen Estes-Smargiassi, Director, Planning  
Preparer/Title



Kevin A. McCluskey  
Director, Public Affairs

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**RECOMMENDATION:**

To authorize the Executive Director, on behalf of the Authority, to execute a contract, substantially in the form attached hereto, with the Water Supply Citizens Advisory Committee for a one-year period beginning July 1, 2014, with a total contract cost of \$97,580.

**DISCUSSION:**

In addition to the critical oversight functions of the Advisory Board, many of MWRA's policy decisions are made with advice and support from a standing citizens' advisory committee - the Water Supply Citizens Advisory Committee (WSCAC).

WSCAC originated in 1978 when its predecessor committee, the Northfield Citizens Advisory Committee, was formed at the direction of the Secretary of the Executive Office of Environmental Affairs. WSCAC has received direct funding from MWRA since MWRA's formation in 1984.

The proposed FY15 WSCAC budget is 1.1% greater than the FY14 budget. Hourly salaries and health insurance increased slightly. Other areas of the budget were level funded or decreased. Health insurance is budgeted at 80 percent reimbursement for the Executive Director only, not to exceed \$8,260.

Current topics of interest to WSCAC include water system expansion issues, changing drinking water regulations, the impacts of the state's Sustainable Water Management Initiative, review of the updated Water System Master Plan, and periodic reviews of watershed management and protection issues. The committee currently has 14 members, 11 of whom are considered active. WSCAC is currently working to identify some additional members in categories which are not well represented on the committee.

WSCAC's office is located at Quabbin Reservoir in a Department of Conservation and Recreation (DCR) building, and most meetings are held at MWRA's Southborough facility. WSCAC's Executive Director is Lexi Dewey (selected by WSCAC's Executive Committee), and the current chairman is Whitney Beals, elected from among the members.

**BUDGET/FISCAL IMPACT:**

Sufficient funds for the WSCAC contract is included in the proposed FY15 Current Expense Budget.

**ATTACHMENT:**

Copy of Agreement between Massachusetts Water Resources Authority and Water Supply Citizens Advisory Committee

**AGREEMENT**  
**BETWEEN**  
**MASSACHUSETTS WATER RESOURCES AUTHORITY**  
**AND**  
**WATER SUPPLY CITIZENS ADVISORY COMMITTEE**

This Agreement (“Agreement”) is by and between the Massachusetts Water Resources Authority (“Authority”), a body politic and corporate and a public instrumentality of the commonwealth created by Chapter 372 of the Acts of 1984 with offices at Building 39 First Avenue, Charlestown Navy Yard, Charlestown, Massachusetts 02129 and the Water Supply Citizens Advisory Committee (“WSCAC”) an organization initially created under the Massachusetts Environmental Policy Act (“MEPA”) to ensure public representation and participation in Authority water supply activities, with offices currently at 485 Ware Road, Belchertown, MA 01007 (collectively “Parties”).

WHEREAS, the Authority is required to meet the water needs of its communities;

WHEREAS, the Authority desires WSCAC to continue to advise in water supply planning and programming; and

WHEREAS, WSCAC desires to have a continued role advising the Authority;

NOW, THEREFORE, for the consideration of mutual promises contained herein, the Authority and WSCAC agree as follows:

Article 1. Effective Date.

This Agreement shall be effective from July 1, 2014 through June 30, 2015, inclusive.

Article 2. Compensation, Budget, Payment, and Expenses.

2.1 The Authority shall make funds available as follows:

(a) Salaries and Duties.

Director. An Executive Director shall be chosen by WSCAC members at a salary not to exceed \$64,242 for the year commencing on July 1, 2014 through June 30, 2015, inclusive. The hourly salary rate shall be \$38.56 with annual total hours of 1,666 (average 34 hours per week for 49 weeks). The duties of the Executive Director shall be in accordance with the job description prepared by the Executive Committee of WSCAC and on file with the Authority.



Administrative Assistant. A part-time Administrative Assistant shall be chosen by the WSCAC Executive Director in consultation with the Executive Committee of WSCAC at a salary not to exceed \$13,349 for the year commencing on July 1, 2014 through June 30, 2015, inclusive. The hourly salary rate shall be \$19.86 with annual total hours of 672 (average 14 hours per week for 48 weeks). The duties of the Administrative Assistant shall be in accordance with the job description prepared by the Executive Committee of WSCAC and on file with the Authority.

(b) Annual Expenses.

The Authority shall reimburse WSCAC for the following items: 80% of the health insurance for the Executive Director (not to exceed \$8,260), travel for WSCAC staff and members, office supplies (such as letterhead, envelopes, pencils, paper clips), postage, office telephone and internet access, and general administrative and office expenses. The percentage rate for reimbursement of health insurance costs shall be changed to match that of MWRA staff if the Group Insurance Commission changes the rate.

(c) Miscellaneous Expenses.

The Authority shall also reimburse WSCAC for the following expenses when submitted with a written reimbursement request supported by a receipt or voucher:

(1) mileage costs incurred by WSCAC staff and members from attendance at WSCAC meetings, pertinent conferences and seminars, or while performing other functions directly related to its scope of services. Mileage costs will be reimbursed at the prevailing Authority rate per mile;

(2) postage, phone calls, public transportation costs, highway tolls and parking expenses incurred by WSCAC staff and members while performing WSCAC duties;

(3) the purchase or rental by WSCAC staff of books, films, cassettes, tapes, etc., if specifically approved by the Authority in advance, except that single copies of individual publications, books, and other written documents may be purchased for the WSCAC library use without prior approval, provided that the cost per item does not exceed \$200. All materials purchased under this section shall be considered property of the Authority.

(4) other miscellaneous expenses of the WSCAC staff approved by the Authority on a case-by-case basis. When possible, approval of the Authority should be received in advance of incurring such expenditures.

The Authority may advance up to \$750 to WSCAC, such advance to be applied to the payment of Miscellaneous Expenses as defined herein and as approved and budgeted under the terms of this Agreement. Payments made from an advance shall be accounted for in the same manner as all other Miscellaneous Expense payments. Prior to the expiration of this Agreement, any outstanding balance on an advance shall be applied against amounts due WSCAC.

The annual total reimbursement to WSCAC for annual and miscellaneous expenses combined shall not exceed \$19,990 from July 1, 2014 through June 30, 2015, inclusive.

(d) Non-reimbursable expenses.

The following expenses are not reimbursable: meals, entertainment, room and board expenses, fines, fees, or costs assessed as a result of improper or illegal actions on the part of the member, such as parking tickets or speeding fines.

ARTICLE 3. RESPONSIBILITIES OF THE AUTHORITY AND WSCAC.

(a) WSCAC shall employ an Executive Director, who is prohibited from being a member of WSCAC while serving his or her term as a paid employee.

(b) WSCAC shall, whenever applicable, take all necessary steps to receive an exemption from the Massachusetts Sales and Use taxes for materials, printing, and equipment purchased by WSCAC on behalf of the Authority.

(c) WSCAC shall submit monthly or periodic statements to the Authority requesting payment for salary, and for annual and miscellaneous expenses listed in Article 2. Such requests shall be supplemented or accompanied by time sheets, travel and expense vouchers, and by such other supporting data as may be required by the Authority.

(d) WSCAC shall maintain accounts, records, documents, and other evidence directly pertinent to performance of work under this Agreement. The Parties and their duly authorized representatives shall have access to such records, documents, and other evidence for the purpose of inspection, audit, and copying.

(e) The Authority or its duly authorized agent shall have the right at any and all reasonable times, to examine and audit WSCAC's records, documents and other evidence.

(f) This Agreement is subject to the laws dealing with the expenditures of public funds, including Chapter 12A of the Massachusetts General Laws.

(g) The Parties agree to consent to any reasonable modifications or changes in this contract that may be required by the Commonwealth of Massachusetts or any of its agencies.

(h) WSCAC acknowledges that the Authority is a state agency for purpose of Chapter 268A of the General Laws (the Massachusetts Conflict of Interest Law) and understands that for the purposes of that law, WSCAC staff and members are special state employees.

(i) WSCAC shall be responsible for compliance with all applicable provisions and requirements of the Massachusetts Open Meeting Law.

#### ARTICLE 4. RESPONSIBILITIES OF THE WSCAC STAFF.

4.1 The WSCAC staff shall be responsible for the following tasks:

- (a) aiding WSCAC in its tasks under Article 6, managing the WSCAC office, educating the public, and acting as liaison with the Authority and its staff;
- (b) preparing monthly progress reports for submission to the WSCAC Executive Committee, the WSCAC members, and the Authority;
- (c) maintaining financial records, minutes of the WSCAC meetings, and other WSCAC records;
- (d) assuring that at least every other meeting be held in Eastern Massachusetts at a location to be jointly agreed upon by WSCAC and the Authority where Authority attendance is expected.
- (e) providing to the Authority copies of the notices for and minutes of all meetings of WSCAC and of all the WSCAC correspondence as soon as such materials are available.
- (f) administering and maintaining compliance by all its members and staff with the provisions of the Massachusetts Conflict of Interest Law including, without limitation, those mandatory provisions relating to: (i) annual distribution to members and staff of the State Ethics Commission's (SEC) Summary of Law and maintenance and archiving of acknowledgements of receipt of the Summary of Law from all members and staff, and (ii) compliance by members and staff with the SEC's bi-annual educational training exercises.

#### ARTICLE 5. MEMBERSHIP

##### 5.1 Membership of WSCAC

- (a) Membership of WSCAC shall maintain parity between those individuals representing the interests of the communities listed in section 8(d) of the Authority's Enabling Act, c. 372 of the Acts of 1984, ("User Representatives") and those individuals representing the interests of the watershed communities ("Donor Representatives") and those individuals representing the interests of statewide or other appropriate interests as mutually agreed upon by WSCAC and the MWRA ("Other Representatives").
- (b) In order to maintain WSCAC membership status, members must be active participants, as defined in the WSCAC by-laws.

5.2 The appointment of WSCAC members shall be by joint designation by WSCAC and the MWRA and shall have a goal of achieving at least 10% minority representation on WSCAC.

## ARTICLE 6. WSCAC TASKS.

WSCAC shall undertake the following tasks:

### 6.1 Water Supply Programs Review.

Advise the Authority staff and Board in the performance of their duties relating to water supply planning and policies. Participate in the design, review and evaluation of research, reports and new ideas for programs. Provide comments, information, advice, recommendations and guidance as to the direction, intent and execution of water planning and policy development.

### 6.2 Outreach and Education.

Assure informed public input by providing assistance in outreach to various groups regarding the Authority's water supply programs and policies, and state water resources legislation and policies. Review programs with and explain plans and policies to organizations and citizens, including the scheduling of workshops, meetings and conferences. Provide comments and assistance on legislation of importance to the Authority.

### 6.3 Working Group Representation.

When requested, provide a representative on Authority working groups, comprising MWRA staff and consultants, related to water supply planning and policy development, including the Advisory Board and its subcommittees and the Wastewater Advisory Committee.

### 6.4 Recommendations on Long Term Public Involvement.

Provide to the Authority staff and Board, proposals for continued effective and efficient long-term public involvement in water programs.

### 6.5 Recommendations and Discussion Documents.

The WSCAC staff shall be responsible for providing to the Authority's staff, Board, and others, recommendation and discussion documents on the subjects of the above tasks. Documents may be in the form of minutes of WSCAC meetings, memoranda, letters, reports, presentations and discussions as appropriate.

## ARTICLE 7. MISCELLANEOUS REQUIREMENTS.

### 7.1 Nondiscrimination and Equal Employment Opportunity.

(a) WSCAC agrees to comply with all Federal and State laws pertaining to Civil Rights and Equal Opportunity, including executive orders and rules and regulations regarding employment, demotion, transfers, recruitment, layoffs or termination, rates of pay or other compensation and

training, including apprenticeships. With regard to WSCAC membership, WSCAC agrees to affirmatively solicit minority representation.

(b) WSCAC agrees to comply with the Authority's policy regarding non-discrimination and affirmative action.

## ARTICLE 8. GENERAL PROVISIONS.

### 8.1 Termination of Contract.

(a) This Agreement may be terminated in writing, at any time, in whole or in part, by the Authority for its convenience or in the event of substantial failure by WSCAC to fulfill their obligations, or for violation of any of the covenants and stipulations of this Agreement.

(b) If termination is effected by the Authority an equitable adjustment shall be made providing for payment to WSCAC for services rendered and expenses incurred prior to the termination. In addition, termination settlement costs reasonably incurred by WSCAC relating to commitments, which had become firm prior to the termination, shall be paid.

(c) This agreement may be terminated at any time, in whole or in part, in writing by WSCAC in the event of substantial failure by the Authority to fulfill its obligations or for violation by the Authority to fulfill its obligations or for violation by the Authority of any of the covenants and stipulations of this agreement.

(d) No termination hereunder may be effected unless the terminating party gives the other party: (1) not less than forty-five days' written notice delivered by certified mail, return receipt requested of intent to terminate; and (2) an opportunity for consultation with the other party prior to termination, or (3) by mutual agreement of the parties.

### 8.2 Ownership of Property.

Upon termination of this Agreement for any reason, WSCAC shall turn over to the Authority all materials, equipment, including computer equipment currently on loan from the Authority and owned by the Authority, unused office supplies, books, pamphlets, publications and all other properties for which Authority or MDC reimbursements were made in whole or in part, directly or indirectly.

### 8.3 Assignability.

WSCAC shall not assign or transfer this Agreement or delegate its responsibility for the performance of services under this contract.

### 8.4 Integration Clause.

This Agreement may be amended only by a writing executed by each of the Parties.

8.5 Severability of Provisions.

If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby.

8.6 Massachusetts Law to Govern.

All parties to this Agreement agree that this Agreement shall be governed by and enforced in accordance with the laws of the Commonwealth of Massachusetts.

8.7 Duplicate Originals.

This Agreement may be signed in more than one identical counterpart, each of which shall be deemed to be an original hereof.

8.8 Notices.

Communications shall be deemed to have been made when mailed postage prepaid or delivered to among:

Chair and  
Executive Director  
Water Supply Citizens Advisory Committee  
485 Ware Road  
Belchertown, MA 01007

Director of Public Affairs  
Massachusetts Water Resources Authority  
Charlestown Navy Yard  
Building 39, First Avenue  
Boston, Massachusetts 02129

Executive Director  
Massachusetts Water Resources Authority  
Charlestown Navy Yard  
Building 39, First Avenue  
Boston, Massachusetts 02129

IN WITNESS WHEREOF, this Agreement is executed as of this      day of      , 2014.

FOR: WATER SUPPLY CITIZENS ADVISORY COMMITTEE

By: \_\_\_\_\_  
Title: Chair, Water Supply Citizens  
Advisory Committee

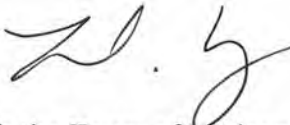
Dated:

FOR: MASSACHUSETTS WATER RESOURCES AUTHORITY

By: \_\_\_\_\_  
Title: Executive Director

Dated:

**STAFF SUMMARY**

**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director   
**DATE:** June 4, 2014  
**SUBJECT:** Emergency Water Supply Agreement with the Town of Hudson


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COMMITTEE: Water Policy & Oversight

Pamela Heidell, Policy and Planning Manager  
Preparer/Title

INFORMATION

X VOTE

  
Michael J. Hornbrook  
Chief Operating Officer

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**RECOMMENDATION:**

To authorize the Executive Director, on behalf of the Authority, to execute a six-month Emergency Water Supply Agreement with the Town of Hudson, substantially in the form attached hereto.

**DISCUSSION:**

Overview

The Town of Hudson is seeking a third six-month emergency water supply agreement in accordance with MWRA Policy OP.05, *Emergency Water Supply Withdrawals*. Hudson, a non-MWRA community, has an emergency interconnection with the Town of Marlborough and an inter-municipal agreement that extends through December 31, 2014 permitting use of that interconnection to access MWRA water, providing MWRA's requirements are met.

Hudson's need for emergency withdrawals from MWRA results from a local source shortfall due to its Cranberry Bog Well and the Kane Well being temporarily off-line due to water quality issues. Both the Cranberry Bog Well and the Kane Well are the subjects of a long-term corrective action plan and a DEP Administrative Consent Order issued on June 14, 2013, extending until December 31, 2014. Hudson's long-term corrective action plan includes the construction of transmission mains from both the Cranberry Bog Well and the Kane Well to Hudson's Chestnut Street Filtration Plant, along with instrumentation and process modifications at the treatment plant. The Town reports that it has entered into separate contracts for pipeline construction and improvements at the Chestnut Street Filtration Plant, and that it anticipates completion of the required plan by December 31, 2014.

In accordance with OP.05, a third six-month emergency water supply withdrawal period entails not only payment of water at the prevailing rate, but also a premium charge of 110% of the

prevailing rate, as well as a charge based on 110% of 2/3 of the annual payment associated with the asset value contribution amortized with interest over 15 years. Operational details and arrangements between Hudson and Marlborough are detailed in an inter-municipal agreement between Hudson and Marlborough, which extends through December 31, 2014.

The MWRA Advisory Board approved the Emergency Water Supply Agreement at its May 15, 2014 meeting subject to the following conditions:

- [Hudson is allowed] to activate a third emergency water supply connection to the MWRA Waterworks system via the City of Marlborough, for a six-month period, with a start date of July 4, 2014 to January 1, 2015; and
- Hudson will abide by the rules stipulated under MWRA Emergency Water Supply Withdrawals Policy (OP.05), including payment of a 10% premium charge of the MWRA's prevailing rate plus 110% of two-thirds of the asset value contribution payment (entrance fee equivalent) amortized with interest over 15 years.

#### Emergency Water Supply Approval Criteria (Policy OP.05)

Under MWRA Policy OP.05, Emergency Water Supply Withdrawals, several requirements and criteria must be met. These include:

- *There must be no negative impact on the MWRA system and member communities.* Hudson's withdrawal would have no negative impact on MWRA's system. Water will continue to be supplied via Marlborough's connection to MWRA, which is not constrained.
- *A long-term plan to remedy supply deficiencies must be developed.* As noted above, the Town has developed a long-term corrective action plan that includes the design and construction of transmission mains for both the Cranberry Bog Well and Kane Well and instrumentation and process modifications to its existing Chestnut Street Greensand Filtration Plant so that the water pumped from Kane Well and Cranberry Bog Well can be treated to address water quality concerns. Hudson's Administrative Consent Order with DEP includes a series of milestones for development of bid specifications, permitting, and construction, and Hudson has met its milestones to date. Hudson has indicated that there is no need at the present time to join MWRA, as the Town is actively addressing its water quality issues and is also expecting a decline in water demand in 2014, with the imminent closing of the largest manufacturing plant in Hudson.
- *DEP must declare that an emergency exists.* In this instance, DEP did not issue a Declaration of Emergency, but instead amended an existing Administrative Consent Order to refer to the emergency purchase of water. In the Consent Order, MassDEP acknowledges Marlborough's purchase of a portion of its water from MWRA and Hudson's "... purchase from Marlborough as an emergency source for the duration of the ACO..." The Administrative Consent Order also indicates that for the duration of the Consent Order, Hudson is provided temporary relief from the requirements of the



Interbasin Transfer Act. The Administrative Consent Order between DEP and Hudson is included as an Attachment to MWRA's Emergency Agreement with Hudson.

- *The applicant community does not use MWRA water supply as a chronic emergency back-up supply without equitable contribution for the fair asset value of the MWRA waterworks system.* The proposed Emergency Water Supply Agreement covers the period July 3, 2014 to January 1, 2015. Terms of the third emergency water supply agreement include a provision that MWRA will bill Hudson for a net asset value payment equal to 110% of 2/3 of the annual payment associated with the asset value contribution amortized with interest over 15 years. Should Hudson desire emergency withdrawals beyond the six-month period indicated in the Agreement, a fourth Emergency Water Supply Agreement would be required, stipulating a net asset value payment equal to 110% of the annual payment associated with the asset value contribution amortized with interest over 15 years.

Pursuant to OP.05, a community requesting an emergency water supply withdrawal must also submit a detailed description of water conservation and water accountability programs undertaken. Effective May 1, 2014, the Town of Hudson enacted a mandatory water ban prohibiting non-essential outdoor watering from 9:00 A.M. until 5:00 P.M, and an odd-even house number restriction from 5:00 P.M. until 9:00 A.M. for Tuesday through Sunday with no watering permitted on Monday. The Town has conducted two leak detection surveys since July 1, 2013 and repaired all leaks within two weeks of notification. Hudson has also replaced a number of two-inch or larger meters, which were found to be non-operational. The Town continues to maintain 100% metering and quarterly water billing provides consumers with additional information on conservation and education.

#### Contents of Emergency Water Supply Agreement

The Agreement limits water withdrawals to an average rate of 0.5 mgd over the six-month period. Pursuant to the Agreement, all withdrawals must be metered.

The Agreement also requires Hudson to adhere to all conditions and requirements contained in the DEP Administrative Consent Order.

The Agreement reflects MWRA's charges for emergency withdrawals, including a premium charge added to the prevailing rate, as well as an asset value contribution, as noted and addressed further below.

#### **BUDGET/FISCAL IMPACT:**

Pursuant to OP.05, water taken for the third emergency withdrawals is charged at the prevailing rate plus a 10% premium charge on that rate plus 110% of 2/3 the annual payment associated with the asset value contribution payment amortized with interest over 15 years.

MWRA will review monthly use information to determine and assess the surcharge amounts. For the past five months, Hudson has provided timely reports on its water supply withdrawals from MWRA. While Hudson's withdrawals during the winter/early spring 2014 (the second

emergency supply withdrawal period), have averaged approximately 0.4 mgd, between July-December 2013 (the first emergency supply withdrawal period), Hudson’s average daily withdrawals were close to 0.5 mgd. If Hudson’s withdrawals average 0.5 mgd for the third emergency supply withdrawal period, the asset value contribution payment will be \$81,535, the 10% surcharge on the proposed FY15 prevailing rate will be approximately \$28,800, and the water billed at the prevailing rate will be approximately \$288,000. The table below provides a summary of incurred and projected charges for Hudson’s emergency water supply withdrawals.

<b>Withdrawal Period</b>	<b>Withdrawal*</b>	<b>Estimated Charges*</b>		
		Water Billed at Prevailing Rate	10% Surcharge	Asset Value Contribution
July-December 2013	90 mg	\$284,000	\$28,400	None for 1 <sup>st</sup> 6 mo.
January-June 2014	70 mg (est.)	\$218,743 (est.)	\$21,874	\$ 31,755
July-December 2014	90 mg (est.)	\$288,000 (est.)	\$28,800	\$ 81,535
Total 18 months	250 mg (est.)	\$790,743 (est.)	\$79,074	\$113,290
Grand Total = \$983,107				
*Withdrawals for May-December 2014 are based on projections. Similarly, charges for May-December 2014 are estimated since all are based in part on future use, and since a FY15 prevailing rate has not yet been adopted.				

**ATTACHMENTS:**

- Draft Emergency Water Supply Agreement
- Copy of DEP Administrative Consent Order

EMERGENCY WATER SUPPLY AGREEMENT  
BETWEEN  
THE MASSACHUSETTS WATER RESOURCES AUTHORITY  
AND  
THE TOWN OF HUDSON

Parties.

This Emergency Water Supply Agreement (“Agreement”) is entered into by and between the Massachusetts Water Resources Authority (“MWRA”), and the Town of Hudson (“Hudson”) hereinafter jointly referred to as the “Parties,” and documents the agreement and understanding of the Parties regarding the arrangement whereby MWRA will supply water to Hudson through an interconnection that Hudson has with Marlborough, an MWRA served water community and whereby Hudson will purchase a portion of its water supply from the MWRA through Marlborough on an as-needed, emergency basis for a period not exceeding six months ending on January 1, 2015.

Recitals.

- R.1. The MWRA was created by the Massachusetts legislature in December, 1984 to operate, regulate, finance, and modernize the waterworks and sewerage systems servicing the greater metropolitan Boston area. Operating pursuant to the terms of Section 8(d) of its Enabling Act, chapter 372 of the Acts of 1984 (the “Act”), and pursuant to the Policies and Procedures for Emergency Water Supply Connections of its Board of Directors, the MWRA may enter into arrangements to provide emergency supplies of water to any local body of the Commonwealth, provided certain conditions are met.
- R.2. Hudson is a duly constituted municipal corporation of the Commonwealth of Massachusetts (“Commonwealth”).
- R.3. Marlborough is supplied by the MWRA and Hudson has an emergency interconnection through Marlborough to the MWRA water supply system.
- R.4. Hudson’s water sources include five wells (Chestnut Street Wells #1, #2, and #3, Kane Well and Cranberry Bog Well) and one surface water source, Gates Pond. Kane Well has been off-line since October 2012 due to water quality concerns associated with iron and manganese levels. Water quality results for Cranberry Bog Well have also at times indicated iron and manganese levels in excess of the Secondary Maximum Contaminant Level (“SMCL”). Hudson submitted a long term corrective action plan to DEP for the reduction of iron and manganese concentration in drinking water in which Hudson proposed to construct transmission mains from each well to the Hudson Chestnut Street Filtration Plant.

- R.5. On June 14, 2013 the Massachusetts Department of Environmental Protection (MassDEP) issued an Administrative Consent Order (“ACO”) to Hudson to remain in effect until December 31, 2014. (The ACO directs that effective immediately, Hudson shall cease using the Kane Well until the transmission main and treatment facility upgrades have been constructed and approved for operation by MassDEP. The ACO directs Hudson to submit monthly water quality monitoring results of iron and manganese from the Cranberry Bog well for the duration of the ACO. If the SMCL for iron and/or manganese is exceeded in the finished water, Hudson shall take the Cranberry Bog Well offline and evaluate the need for additional cleaning and obtain MassDEP approval prior to putting the well back on line. The ACO is included as Attachment A to this Agreement.
- R.6 In the ACO, MassDEP acknowledges that the loss of one or two water sources for several months, and during periods of high demand, will stress the remaining sources of water and states that after Hudson has met all of the water conservation requirements of its Water Management Act permit, it grants permission to Hudson, among other things, to purchase water from Marlborough as an emergency source to meet Hudson’s demand. It also states that Hudson is subject to the Interbasin Transfer Act for the purchase of water from Marlborough, because a portion of Marlborough’s water supply is purchased from MWRA, and that for the duration of the ACO, Hudson is provided temporary relief from the requirements of the Interbasin Transfer Act.
- R.7 On June 19, 2013, the Town of Hudson notified MWRA that its available sources of water were not sufficient to meet demand and requested an emergency water supply withdrawal from MWRA through the activation of its interconnection with Marlborough. On November 6, 2013, Hudson stated its continuing need for water from MWRA for a second six-month emergency withdrawal period. On April 24, 2014, Hudson also indicated its continuing need for water from MWRA for a third six-month emergency withdrawal period.
- R.8. On October 11, 2006, the MWRA’s Board of Directors adopted a revised Policy for Emergency Water Supply Withdrawals, OP.05 (the “Policy”) which includes criteria and a process for approving requests for emergency withdrawals.
- R.9. Hudson has applied to the MWRA to use emergency interconnections to the MWRA system through Marlborough to supplement Hudson’s available sources on an as-needed basis.
- R.10. The MWRA has determined that it can supply Hudson with an emergency water supply for a period not exceeding six months under this Agreement without jeopardizing its ability to supply its member communities and without exceeding the safe yield of its water supply system.
- R.11. Hudson must comply with all applicable legal and regulatory requirements.
- R.12. Pursuant to MWRA Policy, this Agreement is considered an Emergency Water Supply Agreement Period Three, since Emergency Water Supply Agreements have been in effect between July 3, 2013 and January 2, 2014, and between January 3, 2014 and July 2, 2014.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the MWRA and Hudson agree as follows:

1. Hudson will activate its emergency interconnection with Marlborough in accordance with the terms of this Agreement, subject to termination in accordance with numbered paragraph 12 below.
2. Hudson may take water from the emergency interconnection at an average rate of 0.5 million gallons per day over the six month period. Any increase beyond the stated limits on water use will require a revision to the Emergency Water Supply Agreement.
3. The transfer of water from the MWRA through Marlborough to Hudson shall not extend beyond a period of six months, unless Hudson receives an extension of its DEP Administrative Consent Order or a DEP Declaration of Water Supply Emergency; submits an application for an additional emergency water supply withdrawal; and the MWRA's Board of Directors and Advisory Board approve the additional emergency water supply withdrawal. In considering withdrawals beyond six months, the MWRA will consider Hudson's efforts to implement its long range corrective action plan and to comply with the DEP Administrative Consent Order.
4. During the six month term of this Agreement, Hudson shall institute and continue all practicable conservation measures including, but not limited to, a water conservation public education program; 100% metering; leak detection surveys and rehabilitation programs; conservation pricing for water services; and a local by-law governing outdoor water use with appropriate enforcement measures such as fines and water shutoff for non-compliance. Hudson shall actively administer and enforce such local by-law.
6. Hudson shall submit to MWRA a monthly report on water use, and the status of the emergency.
7. Hudson shall comply with all the conditions of any DEP Administrative Consent Order.
8. During the term of this Agreement, the MWRA shall bill Marlborough for both the total volume of water used by Hudson, as metered by Marlborough, and will bill Hudson directly for the 10% surcharge on prevailing rate mandated by the Policy. Marlborough shall bill Hudson for water used in accordance with the terms of the inter-municipal agreement between the parties. Hudson shall remit its payments to Marlborough for the total volume of water used in accordance with the terms of the inter-municipal agreement between the parties. Hudson will remit its payments for the 10% surcharge to MWRA directly.

9. MWRA shall bill Hudson directly for the net asset value payment as required by the Policy for this Emergency Water Supply Agreement Period 3 (July 3, 2014-January 1, 2015). The charge will be 110% of 2/3 of the annual payment associated with the asset value contribution payment (entrance fee equivalent) amortized with interest over 15 years.
10. The parties agree that the emergency withdrawal authorized under this Agreement is not appropriate for or intended to provide a permanent water supply to Hudson. Any request by Hudson for a permanent partial water supply from MWRA shall require full consideration of all alternatives, including effective water conservation and leak detection, and shall be subject to all approvals required under Section 8 (d) of Chapter 372 of the Acts of 1984, MWRA policies, and under applicable state law and regulations.
11. Any dispute arising between the MWRA and Hudson under the terms of this Agreement shall be resolved in accordance with the dispute resolution process set forth at 360 C.M.R. 1.00.
12. The term of this Agreement shall extend from July 3, 2014 to January 1, 2015. During the term, MWRA reserves the right to terminate this Agreement at any time due to unforeseen circumstances such as inadequate supply, insufficient hydraulic capacity and other conditions related to the safe supply of existing users and operational requirements of the MWRA's waterworks system.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by their duly authorized representatives.

MASSACHUSETTS WATER  
RESOURCES AUTHORITY

By:

\_\_\_\_\_  
Frederick A. Laskey  
Executive Director

TOWN OF HUDSON

By:

\_\_\_\_\_



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

Central Regional Office • 627 Main Street, Worcester MA 01608 • 508-792-7650

DEVAL L. PATRICK  
Governor

RICHARD K. SULLIVAN JR.  
Secretary

KENNETH L. KIMMELL  
Commissioner

Hudson DPW Water Division  
1 Municipal Drive  
Hudson MA 01749  
ATTN: Anthony Marques

Re: BRP – Town of Hudson  
CONSENT ORDER  
with M.G.L. Chapter 111 §159  
and 310 CMR 22.00

ACO-CE-13-5D005

Dear Mr. Marques:

Enclosed, please find an Executed Administrative Consent Order for the public water system Hudson DPW Water Division, operated by the Town of Hudson, Hudson, Massachusetts.

As stated in the Consent Order, you must comply with all the requirements of the Order. Please review Section III, Paragraph 9. for specific instructions and their due dates.

Should you have any questions concerning the Consent Order, please contact Ed Gates at (508) 767-2786, as soon as possible.

Very truly yours,

Robert Bostwick  
Acting Section Chief  
Drinking Water Program  
Central Regional Office

July 26, 2013  
Date

enclosure

Cc: Hudson Board of Health, Town Hall, 78 Main St., Hudson, MA 01749  
Hudson Board of Selectmen, Town Hall, 78 Main St., Hudson, MA 01749  
Peter Ferrantino, Hudson Department of Public Works, 1 Municipal Dr., Hudson, MA 01749  
MassDEP DWP-CERO Correspondence File  
MassDEP DWP-Boston Correspondence File  
Cheryl Poirier, MassDEP-CERO-BRP Enforcement Coordinator/DWP Enforcement Book  
Denis Child, MassDEP-CERO Office of Enforcement

Filename: W:\BRP\ENFORCEMENT\DRAFT\DWP\DWP - Sample Cover Letters\ACO-CE-13-5D005 Hudson DPW Water Division Exec Cov.docx

**COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
In the matter of: )  
 )  
 )  
**Town of Hudson** )  
\_\_\_\_\_ )

File No.: ACO-CE-13-5D005

**ADMINISTRATIVE CONSENT ORDER**

I. THE PARTIES

1. The Department of Environmental Protection (“Department” or “MassDEP”) is a duly constituted agency of the Commonwealth of Massachusetts established pursuant to M.G.L. c. 21A, § 7. MassDEP maintains its principal office at One Winter Street, Boston, Massachusetts 02108, and its Central Regional Office at 627 Main Street, Worcester, Massachusetts 01608.
2. Town of Hudson (“Respondent”) is a Massachusetts municipal corporation with its principal offices located at 78 Main Street, Hudson, Massachusetts 01749. Respondent’s mailing address for purposes of this Consent Order is 1 Municipal Drive, Hudson, Massachusetts 01749.

II. STATEMENT OF FACTS AND LAW

3. MassDEP has primary enforcement responsibility for the requirements of the Federal Safe Drinking Water Act, 42 U.S.C. §300f *et seq.* and the regulations promulgated there under. MassDEP implements and enforces statutes and regulations of the Commonwealth of Massachusetts for the protection of the public drinking water supply, including, without limitation, M.G.L. c. 111, §5G and §160, and the Drinking Water Regulations at 310 CMR 22.00; the Cross Connections, Distribution System Protection Regulations at 310 CMR 22.22; and the Underground Injection Control Regulations at 310 CMR 27.00. MassDEP, pursuant to M.G.L. c. 111, §160, may issue such orders as it deems necessary to ensure the delivery of fit and pure drinking water by public water systems to all consumers. MassDEP, pursuant to M.G.L. c. 111, §5G, may require by order the provision and operation of such treatment facilities as it deems necessary to ensure the delivery of a safe water supply to all consumers. MassDEP has authority under M.G.L. c. 21A, § 16 and the Administrative Penalty Regulations at 310 CMR 5.00 to assess civil administrative penalties to persons in noncompliance with the laws and regulations set forth above.
4. MassDEP’s Drinking Water Regulations at 310 CMR 22.02 define a public water system as a system for the provision to the public of water for human consumption, through pipes or



other constructed conveyances, if such system has at least 15 service connections or regularly serves an average of at least 25 individuals daily at least 60 days of the year. 310 CMR 22.02 also defines a supplier of water as “any person who owns or operates a public water system.”

5. Respondent owns and operates a Public Water System, Hudson Water Division, (“HWD”) located in the Town of Hudson, Massachusetts, and serves a drinking water population of approximately 18,790 persons per day. The HWD is registered with MassDEP as a Community Public Water System, PWSID 2141000, pursuant to 310 CMR 22.00 et seq.

6. The following facts and allegations have led MassDEP to issue this Consent Order:

- A. Respondent currently obtains its water from five wells (Chestnut Street Wells #1, #2, and #3, Kane Well, and Cranberry Bog Well), and one surface water source, Gates Pond.
- B. Respondent has a Water Management Act withdrawal permit, #9P21414102 (“Permit”) that allows HWD to withdraw up to 0.95 million gallons per day (MGD) from Chestnut Street Wells #2 and #3.
- C. Respondent has a Water Management Act withdrawal registration, #21414102 (“Registration”) that allows HWD to withdraw up to 2.0 MGD from Chestnut Street Well #1, Kane Well, Cranberry Bog Well, and Gates Pond.
- D. On February 28, 2008, the Hudson Board of Health requested assistance from MassDEP with resolving discolored water complaints from HWD customers from the Sconset Village residential neighborhood.
- E. On April 4, 2008, MassDEP received a letter from Respondent attributing the cause of the discolored water to a high concentration of iron in the water from the Cranberry Bog Well and a high concentration of manganese in the water from the Kane Well. Respondent outlined corrective actions it would take in the fall of 2008 to resolve the discolored water issue which included taking the wells off-line, having them cleaned and redeveloped, flushing the water system, and monitoring iron and manganese levels while flushing.
- F. The secondary maximum contaminant level “SMCL” for iron is of 0.3 mg/L and 0.05 mg/L for manganese in accordance with 310 CMR 22.07D(1). Respondent reported to MassDEP iron concentrations from sampling conducted from the Cranberry Bog Well on January 8, 2008 of 1.3 mg/L and manganese levels of 0.12 mg/L. For the Kane Well, Respondent reported to MassDEP iron concentrations from sampling conducted on July 10, 2007 of 1.5 mg/L and manganese concentrations of 0.81 mg/L. Reporting sampling data from Respondent of both these wells for iron and manganese have shown concentrations in excess of the SMCL’s.

- G. On May 27, 2008, MassDEP issued a letter to Respondent acknowledging its commitment per Respondent's April 2, 2008 letter to cleaning and redeveloping both Cranberry Bog Well and the Kane Well in the fall of 2008, and stated that MassDEP may require treatment for the removal of iron and manganese if the well rehabilitation was not successful.
- H. Respondent redeveloped both wells in 2009. The well redevelopment temporarily reduced the concentration of iron in the Cranberry Bog Well, but had no effect on the manganese concentration in the Kane Well.
- I. On January 29, 2010, MassDEP issued a sanitary survey report of the HWD that required Respondent to submit a long-term corrective action plan to resolve the water quality issues arising from the continued high concentration of iron in the Cranberry Bog Well and high concentration of manganese in the Kane Well by March 31, 2010. Respondent failed to submit the plan by the deadline.
- J. On April 1, 2011, MassDEP sent an email to Respondent requesting distribution system monitoring for manganese to be conducted at its Total Coliform routine sites and report the results to MassDEP; provide an operational plan describing the use of sources with levels of manganese entering the distribution system above 0.3 mg/L; and provide a corrective action plan indicating how the system plans to reduce manganese levels to below the SMCL (0.05 mg/L) in the system.
- K. On October 31, 2011, Respondent submitted to MassDEP an operational plan/interim corrective action plan for the water system to reduce the concentration of iron and manganese in the distribution system. The plan indicated that usage of the Kane Well and Cranberry Bog Well would be minimized.
- L. In August 2012, MassDEP received complaints of discolored water from HWD customers in the Sauta Farms neighborhood.
- M. On November 8, 2012, MassDEP issued a sanitary survey report of the September 2012 inspection of the HWD. In the report, MassDEP again required Respondent to submit the long-term corrective action plan to resolve the water quality issues arising from high concentration of iron in the Cranberry Bog Well and high concentration of manganese in the Kane Well that was required by MassDEP's 2010 sanitary survey report.
- N. Water quality results for the Cranberry Bog Well obtained in 2013 showed the concentration of iron to be 1.31 mg/L and the concentration of manganese to be 0.119 mg/L, which exceed the SMCL of 0.3 mg/L for iron and 0.05 mg/L, for manganese, respectively.

- O. Water quality results for the Kane Well obtained in 2012 showed the concentration of iron to be 0.33mg/L and the concentration of manganese to be 0.92 mg/L, which also exceed the SMCL of 0.3 mg/L for iron and 0.05 mg/L for manganese, respectively. In addition, the concentration of manganese in the Kane Well exceeds the United States Environmental Protection Agency's Health Advisory Value of 0.3 mg/L.
- P. On December 14, 2012, MassDEP met with Respondent to discuss its failure to take permanent actions to correct the discolored water issue.
- Q. On December 20, 2012, Respondent submitted a long term corrective action plan for the reduction of iron and manganese concentrations in the drinking water in which Respondent proposed to construct a transmission line to pump Kane Well to the Chestnut Street Greensand Filtration Plant. Respondent also proposed bi-annual cleaning of Cranberry Bog Well, to be increased to annual cleaning dependent on water quality results for iron and manganese.
- R. On January 18, 2013, Respondent informed MassDEP that the long-term corrective action plan had changed and that a transmission main for each well to the Chestnut Street Greensand Filtration Plant would be constructed.
- S. MassDEP accepted Respondent's long term corrective action plan as a reasonable means to resolve the water quality issues.
- T. On May 6, 2013 Respondent placed two warrant articles for financing the construction cost for the transmission mains and treatment facility upgrades on annual town meeting warrant. These articles were passed at the town meeting.
- U. On June 3, 2013, Respondent activated the emergency interconnection with Marlborough Water Department for the purposes of supplementing their supply on a temporary basis to meet demand while Kane and Cranberry Bog Wells are offline. Marlborough purchases a portion of its water from MWRA and has agreed to sell Hudson water.

### III. DISPOSITION AND ORDER

For the reasons set forth above, MassDEP hereby issues, and Respondent hereby consents to, this Order:

7. The parties have agreed to enter into this Consent Order because they agree that it is in their own interests, and in the public interest, to proceed promptly with the actions called for herein rather than to expend additional time and resources litigating the matters set forth above. Respondent enters into this Consent Order without admitting or denying the facts or allegations set forth herein. However, Respondent agrees not to contest such facts and allegations for purposes of the issuance or enforcement of this Consent Order.

8. MassDEP's authority to issue this Consent Order is conferred by the statutes and regulations cited in Part II of this Consent Order.
9. Respondent shall perform the following actions:
  - A. Effective immediately, Respondent shall cease using the Kane Well until the transmission main and treatment facility upgrades have been constructed and approved for operation by MassDEP.
  - B. Effective July 1, 2013, Respondent shall submit to MassDEP monthly monitoring results of iron and manganese in both the raw and finished water from Cranberry Bog Well for the duration of this Consent Order. If the SMCL for iron and/or manganese is exceeded in the finish water, Respondent shall take the Cranberry Bog well offline and evaluate the need for additional cleaning and obtain MassDEP approval prior to putting the well back on line.
  - C. By December 15, 2013, Respondent shall submit to MassDEP the design, plans, and specifications for the construction of the transmission mains for both the Kane Well and the Cranberry Bog Well and instrumentation and process modifications to the existing Chestnut Street Filtration Plant with transmittal permit application BRP WS25 (Water Treatment Facility Modification) for review and approval.
  - D. By January 31, 2014, Respondent shall submit to MassDEP a copy of the posted bidding advertisements for the water system improvements in accordance with the permit approval.
  - E. By March 15, 2014, Respondent shall submit to MassDEP confirmation that the contract for system improvements has been awarded.
  - F. By December 15, 2014, Respondent shall complete the construction of the transmission mains for the Kane and Cranberry Bog Wells, and instrumentation and process modifications at the Chestnut Street Treatment Plant in accordance with the conditions and requirements of the BRP WS 25 permit approval.
  - G. By December 31, 2014, Respondent shall have obtained all necessary federal, state and local permits and approvals to place the upgraded facilities into service, shall have commenced full operation of the Chestnut Street Filtration Plant, and shall notify MassDEP for a final inspection for approval to place the upgraded treatment facilities at the Chestnut Street and the Kane and Cranberry Bog Wells into service.
10. MassDEP acknowledges that the loss one or two water sources for several months, and during periods of high demand, will stress the remaining sources of water. After Respondent has met all of the water conservation requirements of its Water Management Act ("WMA") permit, referenced in paragraph 6B above, MassDEP grants permission to the Respondent to temporarily exceed the maximum daily withdrawal limit of Chestnut Street Well #2 (1.0 MGD) and Chestnut

Street Well #3 (0.7MGD) as stated in Respondent's WMA permit and purchase water from Marlborough as an emergency source to meet Hudson's demand. The volume of water pumped Hudson's own sources and the supplemental water purchased from Marlborough shall not exceed Respondent's total WMA permitted volume. The temporary approval to exceed the maximum withdrawal limits and purchase from Marlborough as an emergency source shall expire no later than December 31, 2014. Hudson is subject to the Interbasin Transfer Act (IBTA) for the purchase of water from Marlborough, because a portion of Marlborough's water supply is purchased from the MWRA. For the duration of this Order, Hudson is provided temporary relief from the requirements of the IBTA.

11. Except as otherwise provided, all notices, submittals and other communications required by this Consent Order shall be directed to:

Marielle Stone, Drinking Water Section Chief  
Department of Environmental Protection  
627 Main Street  
Worcester, Massachusetts 01608.

Such notices, submittals and other communications shall be considered delivered by Respondent upon receipt by MassDEP.

12. Actions required by this Consent Order shall be taken in accordance with all applicable federal, state, and local laws, regulations and approvals. This Consent Order shall not be construed as, nor operate as, relieving Respondent or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals.

13. All engineering work performed pursuant to this Consent Order shall be under the general direction and supervision of a qualified professional engineer registered in Massachusetts experienced in Drinking Water Treatment Design. Any contractual relationship between Respondent and the engineer for work required hereunder shall require the engineer, as a condition of the contract, to implement work consistent with the provisions of this Consent Order.

14. Respondent understands, and hereby waives, its right to an adjudicatory hearing before MassDEP on, and judicial review of, the issuance and terms of this Consent Order and to notice of any such rights of review. This waiver does not extend to any other order issued by the MassDEP.

15. This Consent Order may be modified only by written agreement of the parties hereto.

16. MassDEP hereby determines, and Respondent hereby agrees, that any deadlines set forth in this Consent Order constitute reasonable periods of time for Respondent to take the actions described.

17. Force Majeure

A. MassDEP agrees to extend the time for performance of any requirement of this Consent Order if MassDEP determines that such failure to perform is caused by a Force Majeure event. The failure to perform a requirement of this Consent Order shall be considered to have been caused by a Force Majeure event if the following criteria are met: (1) an event delays performance of a requirement of this Consent Order beyond the deadline established herein; (2) such event is beyond the control and without the fault of Respondent and Respondent's employees, agents, consultants, and contractors; and (3) such delay could not have been prevented, avoided or minimized by the exercise of due care by Respondent or Respondent's employees, agents, consultants, and contractors.

B. Financial inability and unanticipated or increased costs and expenses associated with the performance of any requirement of this Consent Order shall not be considered a Force Majeure Event.

C. If any event occurs that delays or may delay the performance of any requirement of this Consent Order, Respondent shall immediately, but in no event later than 5 days after obtaining knowledge of such event, notify MassDEP in writing of such event. The notice shall describe in detail: (i) the reason for and the anticipated length of the delay or potential delay; (ii) the measures taken and to be taken to prevent, avoid, or minimize the delay or potential delay; and (iii) the timetable for taking such measures. If Respondent intends to attribute such delay or potential delay to a Force Majeure event, such notice shall also include the rationale for attributing such delay or potential delay to a Force Majeure event and shall include all available documentation supporting a claim of Force Majeure for the event. Failure to comply with the notice requirements set forth herein shall constitute a waiver of Respondent's right to request an extension based on the event.

D. If MassDEP determines that Respondent's failure to perform a requirement of this Consent Order is caused by a Force Majeure event, and Respondent otherwise complies with the notice provisions set forth in paragraph C above, MassDEP agrees to extend in writing the time for performance of such requirement. The duration of this extension shall be equal to the period of time the failure to perform is caused by the Force Majeure event. No extension shall be provided for any period of time that Respondent's failure to perform could have been prevented, avoided or minimized by the exercise of due care. No penalties shall become due for Respondent's failure to perform a requirement of this Consent Order during the extension of the time for performance resulting from a Force Majeure event.

E. A delay in the performance of a requirement of this Consent Order caused by a Force Majeure event shall not, of itself, extend the time for performance of any other requirement of this Consent Order.

18. Respondent is a Permittee, as that term is defined in 310 CMR 4.02, for the purpose of assessing and collecting annual compliance assurance fees pursuant to M.G.L. c. 21A, §18 and M.G.L. c. 21E, §3B.

19. The provisions of this Consent Order are severable, and if any provision of this Consent Order or the application thereof is held invalid, such invalidity shall not affect the validity of other provisions of this Consent Order, or the application of such other provisions, which can be given effect without the invalid provision or application, provided however, that MassDEP shall have the discretion to void this Consent Order in the event of any such invalidity.

20. Nothing in this Consent Order shall be construed or operate as barring, diminishing, adjudicating or in any way affecting (i) any legal or equitable right of MassDEP to issue any additional order or to seek any other relief with respect to the subject matter covered by this Consent Order, or (ii) any legal or equitable right of MassDEP to pursue any other claim, action, suit, cause of action, or demand which MassDEP may have with respect to the subject matter covered by this Consent Order, including, without limitation, any action to enforce this Consent Order in an administrative or judicial proceeding.

21. This Consent Order shall not be construed or operate as barring, diminishing, adjudicating, or in any way affecting, any legal or equitable right of MassDEP or Respondent with respect to any subject matter not covered by this Consent Order.

22. This Consent Order shall be binding upon Respondent and upon Respondent's successors and assigns. Respondent shall not violate this Consent Order and shall not allow or suffer Respondent's employees, agents, contractors or consultants to violate this Consent Order. Until Respondent has fully complied with this Consent Order, Respondent shall provide a copy of this Consent Order to each successor or assignee at such time that any succession or assignment occurs.

23. Respondent shall pay stipulated civil administrative penalties to the Commonwealth in accordance with the following schedule if Respondent violates any provision of this Consent Order:

For each day, or portion thereof, of each violation, Respondent shall pay stipulated civil administrative penalties in the following amounts:

<u>Period of Violation</u>	<u>Penalty per day</u>
1 <sup>st</sup> through 15 <sup>th</sup> days	\$ 250.00 per day
16 <sup>th</sup> through 30 <sup>th</sup> days	\$ 500.00 per day
31 <sup>st</sup> day and thereafter	\$ 1,000.00 per day

Stipulated civil administrative penalties shall begin to accrue on the day a violation occurs and shall continue to accrue until the day Respondent corrects the violation or completes performance, whichever is applicable. Stipulated civil administrative penalties shall accrue regardless of whether MassDEP has notified Respondent of a violation or act of noncompliance. All stipulated civil administrative penalties accruing under this Consent Order shall be paid within thirty (30) days of the date MassDEP issues Respondent a written demand for payment. If simultaneous violations occur, separate penalties shall accrue for separate violations of this

Consent Order. The payment of stipulated civil administrative penalties shall not alter in any way Respondent's obligation to complete performance as required by this Consent Order. MassDEP reserves its right to elect to pursue alternative remedies and alternative civil and criminal penalties which may be available by reason of Respondent's failure to comply with the requirements of this Consent Order. In the event MassDEP collects alternative civil administrative penalties, Respondent shall not be required to pay stipulated civil administrative penalties pursuant to this Consent Order for the same violations.

Respondent reserves whatever rights it may have to contest MassDEP's determination that Respondent failed to comply with the Consent Order and/or to contest the accuracy of MassDEP's calculation of the amount of the stipulated civil administrative penalty. Upon exhaustion of such rights, if any, Respondent agrees to assent to the entry of a court judgment if such court judgment is necessary to execute a claim for stipulated penalties under this Consent Order.

24. Failure on the part of MassDEP to complain of any action or inaction on the part of Respondent shall not constitute a waiver by MassDEP of any of its rights under this Consent Order. Further, no waiver by MassDEP of any provision of this Consent Order shall be construed as a waiver of any other provision of this Consent Order.

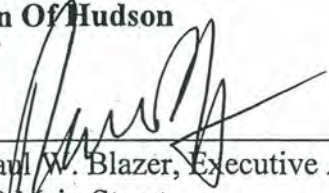
25. Respondent agrees to provide MassDEP, and MassDEP's employees, representatives and contractors, access at all reasonable times to the public water system for purposes of conducting any activity related to its oversight of this Consent Order. Notwithstanding any provision of this Consent Order, MassDEP retains all of its access authorities and rights under applicable state and federal law.

[No Further Text Appears On This Page]



26. The undersigned certify that they are full authorized to enter into the terms and conditions of this Consent Order and to legally bind the party on whose behalf they are signing this Consent Order.
27. This Consent Order shall become effective on the date that it is executed by MassDEP.

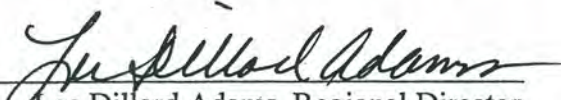
**Consented To:**  
**Town Of Hudson**

By:   
Paul W. Blazer, Executive Assistant  
78 Main Street  
Hudson, MA 01749

Date: 7/1/13

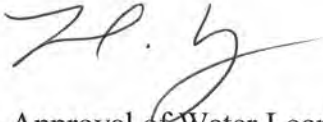
Federal Employer Identification No.: 046 001 188

**Issued By:**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

By:   
Lee Dillard Adams, Regional Director  
Central Regional Office  
627 Main Street  
Worcester, Massachusetts 01608  
Telephone (508) 792-7650

Date: 7/24/13


**STAFF SUMMARY**

**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director   
**DATE:** June 4, 2014  
**SUBJECT:** Local Water System Assistance Program – Approval of Water Loan Program Guidelines Revision for the Town of Winthrop

COMMITTEE Water Policy & Oversight

INFORMATION  
 VOTE

Carl H. Leone, Senior Program Manager, Planning  
Stephen Estes-Smargiassi, Director of Planning  
Preparer/Title

  
Michael J. Hornbrook  
Chief Operating Officer

*On June 30, 2010, the Board approved the Program Guidelines for the Local Water System Assistance Program to provide the second phase of interest-free loan funding to member water communities. On January 16, 2013, the Board approved a one-time exemption to the Program Guidelines to allow the Town of Reading to access its entire \$4,012,000 remaining loan allocation, thus waiving the annual allocation restriction. This staff summary recommends (similar to the Reading approval) a one-time exemption to the Program Guidelines to allow the Town of Winthrop to access its entire \$2,287,000 remaining loan allocation, thus waiving the annual allocation restriction. Winthrop has made this request to MWRA based on water quality and water system pressure concerns due to tuberculated, unlined, cast-iron water mains in the Pico Beach and Cottage Hill areas of its local system.*

**RECOMMENDATION:**

To approve a one-time exemption to the Program Guidelines for the Local Water System Assistance Program to waive the annual allocation restriction for the Town of Winthrop to allow the Town to borrow up to its entire \$2,287,000 remaining water loan allocation.

**DISCUSSION:**

Under MWRA’s Phase 2 Local Water System Assistance Program (LWSAP), the Town of Winthrop has a 10-year remaining allocation of \$2,287,000. However, the Program Guidelines restrict Winthrop’s annual allocation to \$500,000. FY15 will be the fifth year of the program, thus Winthrop’s available allocation as of July 1, 2014 will be \$1,475,000 (calculated as \$500,000 times 5 minus \$1,025,000 previously distributed). An additional \$500,000 becomes available each fiscal year up to the \$3,312,000 total. Staff recommend the Board approve a one-time exemption to the Program Guideline annual allocation restriction, which will allow staff to work with Winthrop representatives to rapidly provide a 10-year, interest-free water loan to fund water main replacement construction of the priority project(s).

Winthrop has been working to improve its local water distribution system. The Town has recently completed a \$275,000 construction project to replace 1,150 linear feet of unlined cast-iron water main on Sea View Avenue and Winthrop Street. The project was funded in September 2013 through MWRA's LWSAP. Winthrop has also experienced water quality complaints due to unlined, cast-iron mains and low water pressure in the local distribution system in the Pico Beach and Cottage Hill areas of the local system. Winthrop has developed a plan to expedite replacement of approximately 9,000 feet of old unlined, cast-iron water mains and looping of dead ends to upgrade the local distribution system as noted in Winthrop's letter to MWRA (see Attachment 1). This project is in the design stage and is Winthrop's next priority to eliminate unlined pipe and improve the local distribution system.

The Phase 2 LWSAP provides \$210 million in interest-free loans to 45 member water communities<sup>1</sup> (approximately \$21 million per year over ten years, FY11-FY20) for local water system improvement projects. Community loans are repaid to MWRA over a 10-year period. The Phase 2 LWSAP loan allocation to each member water community and funds distributed as of July 2014 are listed on Attachment 2. The Phase 2 water loan program follows the \$222 million Phase 1 Local Pipeline Assistance Program, which was previously concluded at the end of FY13.

The water loan Program Guidelines include an annual allocation restriction, as follows:

“Distribution of Program funds is spread over a 10-year period FY11 through FY20. Each community's annual allocation is restricted to the larger of (1) 10 percent of their total allocation or (2) \$500,000. If not utilized in a given year, annual allocations roll-over and accumulate up to the community's total allocation. The annual allocation restrictions are intended to limit MWRA loan distributions to about \$21 million per year.”

MWRA's goal in providing financial assistance to member communities is to improve local water systems to help maintain high quality water as it passes from MWRA's facilities through local pipelines to customers' taps. Continued improvement of local water systems is a critical element of MWRA's Integrated Water Supply Improvement Program. Older water mains, particularly those constructed of unlined, cast-iron pipe, need to be replaced or cleaned and lined to prevent tuberculation (rust build-up) (as depicted in the photos on the following page), loss of disinfectant residual, and potential bacteria growth. Approximately 32 percent of local distribution systems remain unlined. Attachment 3 provides individual statistics for the total miles of lined and unlined water main in each water member community.

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<sup>1</sup> MWRA has a total of 50 water communities (with Dedham/Westwood Water District counted as one), of which 45 are allocated loan funds under the Local Water System Assistance Program. The five ineligible water communities have special case consideration; these include: Clinton, Leominster (emergency only), and Worcester (emergency only), that receive untreated water from the Wachusett Reservoir; Cambridge, that receives water on an emergency-only basis; and Lynn, that receives water for the GE plant only.

### **Unlined cast-iron tuberculated water mains**



### **BUDGET/FISCAL IMPACT:**

The FY14 CIP includes an overall net budget of zero dollars for water loans because community loans are offset by repayments over time. However, depending on the timing and level of community loan requests, annual loan distributions can fluctuate significantly, sometimes causing over-spending or under-spending (versus budget) for any particular year. At the end of FY14, MWRA will have distributed \$22.7 million in interest-free, 10-year water loans for the fiscal year, slightly above the estimated annual budget target.

The distribution of early loan funds to Winthrop, expected to be distributed in early FY15, will have no impact on the FY15 CIP budget. Total community water loans for FY15 are projected to be \$20.1 million. The accelerated distribution of water loans will result in accelerated repayments and a net offset over time. As community loans are repaid, the funds are deposited into MWRA's construction fund. Funds for this community loan program are secured through MWRA's tax exempt commercial paper.

### **ATTACHMENTS:**

- Attachment 1 - Letter Request from Town of Winthrop
- Attachment 2 - LWSAP Allocation and Funding Utilization by Community
- Attachment 3 - Lined and Unlined Pipe by Community

ATTACHMENT 1

TOWN OF WINTHROP  
DEPARTMENT OF PUBLIC WORKS  
100 KENNEDY DRIVE, WINTHROP MA 02152

Steven R. Calla, Director



Phone: 617-846-1341  
Fax: 617-539-1545

<http://www.town.winthrop.ma.us>

[scalla@town.winthrop.ma.us](mailto:scalla@town.winthrop.ma.us)

April 28, 2014

Massachusetts Water Resources Authority  
Michael Hornbrook  
Chief Operating Officer  
100 1<sup>st</sup> Avenue  
Charlestown, MA 02129

Dear Mr. Hornbrook,

I am writing this letter to request your consideration in approving an early release of the Town of Winthrop's remaining funds in the MWRA Local Water System Assistance Program. Winthrop's original allocation was \$3,312,000 of which \$1,025,000 has already been distributed. This leaves \$2,287,000 unused, but only \$975,000 is available at this point. In order to complete a water main replacement project that will re-route an exposed water main on Pico beach and make necessary improvements to increase poor hydrant flows and improve pressure in the Cottage Hill area, the Town is requesting your consideration in distributing our remaining \$1,312,000 in FY15 rather than waiting the two additional years to be able to access this necessary money. The Town Council has already approved the bonding authorization to take on this additional loan obligation if you are able to meet this request.

Thank you for your time and consideration to this important matter.

Respectfully submitted,

  
Steve Calla  
Director of Public Works

Cc: James McKenna, Town Manager

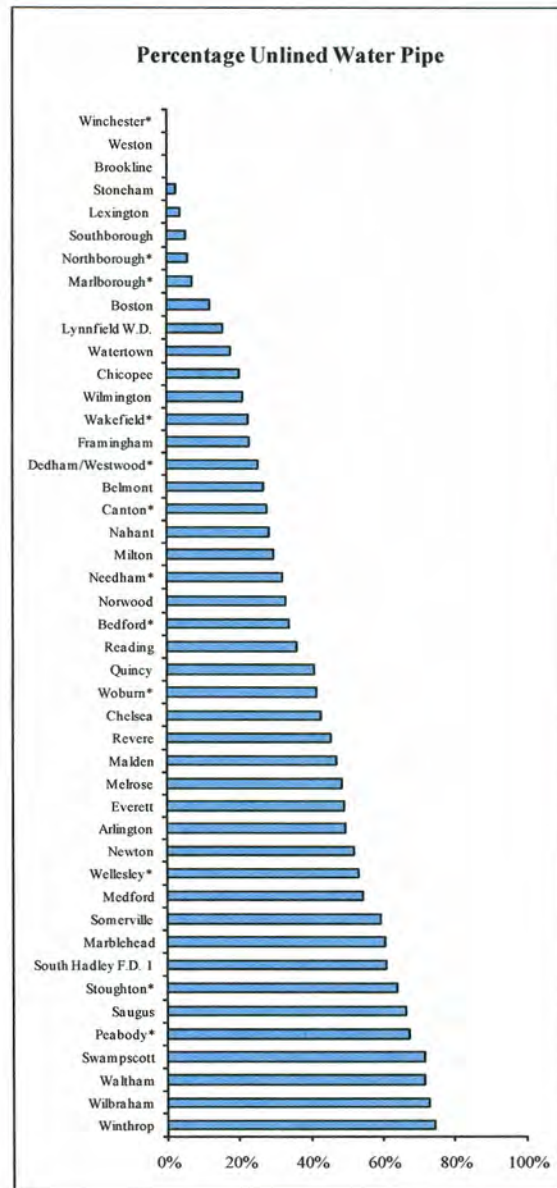
**ATTACHMENT 2**  
**MWRA LOCAL WATER SYSTEM ASSISTANCE PROGRAM**  
**ALLOCATION AND FUND UTILIZATION BY COMMUNITY**  
**AS OF JULY 2014**

<b>Community</b>	<b>Community Total Allocation</b>	<b>Community Annual Allocation</b>	<b>Allocation To Date (Year 5)</b>	<b>Funds Distributed Thru Jun 14</b>	<b>Percent Distributed (Year 5)</b>	<b>Total Remaining Funds</b>	<b>Funds Currently Available</b>
Arlington	\$6,225,000	\$622,500	\$3,112,500	\$550,000	18%	\$5,675,000	\$2,562,500
Bedford *	\$2,418,000	\$500,000	\$2,418,000	\$1,500,000	62%	\$918,000	\$918,000
Belmont	\$3,477,000	\$500,000	\$2,500,000	\$2,000,000	80%	\$1,477,000	\$500,000
Boston	\$38,754,000	\$3,875,400	\$19,377,000	\$15,164,051	78%	\$23,589,949	\$4,212,949
Brookline	\$3,426,000	\$500,000	\$2,500,000		0%	\$3,426,000	\$2,500,000
Canton *	\$3,216,000	\$500,000	\$2,500,000	\$2,000,000	80%	\$1,216,000	\$500,000
Chelsea	\$3,814,000	\$500,000	\$2,500,000	\$741,200	30%	\$3,072,800	\$1,758,800
Dedham/Westwood *	\$503,000	\$503,000	\$503,000	\$503,000	100%	\$0	\$0
Everett	\$4,672,000	\$500,000	\$2,500,000	\$1,500,000	60%	\$3,172,000	\$1,000,000
Framingham	\$7,357,000	\$735,700	\$3,678,500	\$2,207,100	60%	\$5,149,900	\$1,471,400
Lexington	\$3,024,000	\$500,000	\$2,500,000	\$1,145,015	46%	\$1,878,985	\$1,354,985
Lynnfield Water Dist.	\$1,396,000	\$500,000	\$1,396,000		0%	\$1,396,000	\$1,396,000
Malden	\$7,272,000	\$727,200	\$3,636,000	\$1,774,000	49%	\$5,498,000	\$1,862,000
Marblehead	\$4,237,000	\$500,000	\$2,500,000		0%	\$4,237,000	\$2,500,000
Marlborough *	\$1,917,000	\$500,000	\$1,917,000	\$1,283,800	67%	\$633,200	\$633,200
Medford	\$6,959,000	\$695,900	\$3,479,500		0%	\$6,959,000	\$3,479,500
Melrose	\$3,988,000	\$500,000	\$2,500,000	\$1,000,000	40%	\$2,988,000	\$1,500,000
Milton	\$4,123,000	\$500,000	\$2,500,000	\$850,000	34%	\$3,273,000	\$1,650,000
Nahant	\$1,490,000	\$500,000	\$1,490,000	\$884,000	59%	\$606,000	\$606,000
Needham *	\$794,000	\$500,000	\$794,000		0%	\$794,000	\$794,000
Newton	\$13,602,000	\$1,360,200	\$6,801,000	\$4,080,600	60%	\$9,521,400	\$2,720,400
Northborough *	\$1,048,000	\$500,000	\$1,048,000		0%	\$1,048,000	\$1,048,000
Norwood	\$4,395,000	\$500,000	\$2,500,000	\$2,000,000	80%	\$2,395,000	\$500,000
Peabody *	\$1,089,000	\$500,000	\$1,089,000	\$1,089,000	100%	\$0	\$0
Quincy	\$10,505,000	\$1,050,500	\$5,252,500	\$4,202,000	80%	\$6,303,000	\$1,050,500
Reading	\$4,146,000	N/A	\$4,146,000	\$4,146,000	100%	\$0	\$0
Revere	\$5,034,000	\$503,400	\$2,517,000		0%	\$5,034,000	\$2,517,000
Saugus	\$6,621,000	\$662,100	\$3,310,500	\$2,648,400	80%	\$3,972,600	\$662,100
Somerville	\$7,419,000	\$741,900	\$3,709,500	\$682,234	18%	\$6,736,766	\$3,027,266
Southborough	\$1,512,000	\$500,000	\$1,512,000		0%	\$1,512,000	\$1,512,000
Stoneham	\$2,339,000	\$500,000	\$2,339,000	\$1,000,000	43%	\$1,339,000	\$1,339,000
Stoughton*	\$2,506,000	\$500,000	\$2,506,000		0%	\$2,506,000	\$2,506,000
Swampscott	\$3,755,000	\$500,000	\$2,500,000	\$1,849,468	74%	\$1,905,532	\$650,532
Wakefield *	\$2,325,000	\$500,000	\$2,325,000	\$1,400,000	60%	\$925,000	\$925,000
Waltham	\$10,293,000	\$1,029,300	\$5,146,500	\$1,320,000	26%	\$8,973,000	\$3,826,500
Watertown	\$2,978,000	\$500,000	\$2,500,000	\$1,500,000	60%	\$1,478,000	\$1,000,000
Wellesley *	\$2,350,000	\$500,000	\$2,350,000	\$241,569	10%	\$2,108,431	\$2,108,431
Weston	\$1,625,000	\$500,000	\$1,625,000		0%	\$1,625,000	\$1,625,000
Wilmington *	\$611,000	\$500,000	\$611,000		0%	\$611,000	\$611,000
Winchester *	\$882,000	\$500,000	\$882,000		0%	\$882,000	\$882,000
Winthrop	\$3,312,000	\$500,000	\$2,500,000	\$1,025,000	41%	\$2,287,000	\$1,475,000
Woburn *	\$2,591,000	\$500,000	\$2,591,000	\$1,000,000	39%	\$1,591,000	\$1,591,000
Chicopee	\$7,153,000	\$715,300	\$3,576,500	\$2,085,000	58%	\$5,068,000	\$1,491,500
South Hadley F.D. 1	\$1,538,000	\$500,000	\$1,538,000		0%	\$1,538,000	\$1,538,000
Wilbraham	\$1,309,000	\$500,000	\$1,309,000		0%	\$1,309,000	\$1,309,000
<b>TOTAL</b>	<b>\$210,000,000</b>		<b>\$130,486,000</b>	<b>\$63,371,437</b>		<b>\$146,628,563</b>	<b>\$67,114,563</b>

\* Partially Served Communities

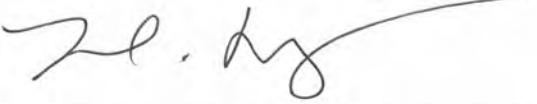
**ATTACHMENT 3**  
**MWRA LOCAL PIPELINE AND WATER SYSTEM ASSISTANCE PROGRAMS**  
**LINED AND UNLINED PIPE BY COMMUNITY**  
**AS OF JULY 2014**

Community	Total Miles of Pipe	Miles of Lined Pipe	Miles of Unlined Pipe	Percent Unlined
Arlington	132	66	65	50%
Bedford*	85	56	29	34%
Belmont	88	64	24	27%
Boston	1009	887	122	12%
Brookline	140	140	0	0%
Canton*	121	87	34	28%
Chelsea	59	34	25	43%
Chicopee	262	209	54	21%
Dedham/Westwood*	190	141	49	26%
Everett	68	35	34	49%
Framingham	274	211	63	23%
Lexington	157	151	6	4%
Lynnfield W.D.	29	25	5	16%
Malden	118	62	56	47%
Marblehead	80	31	48	61%
Marlborough*	168	156	12	7%
Medford	121	55	66	54%
Melrose	80	41	39	49%
Milton	138	97	41	30%
Nahant	23	16	7	29%
Needham*	133	90	43	32%
Newton	319	153	166	52%
Northborough*	65	61	4	6%
Norwood	118	79	39	33%
Peabody*	170	56	114	67%
Quincy	238	141	97	41%
Reading	110	70	40	36%
Revere	91	50	41	46%
Saugus	125	42	83	66%
Somerville	120	49	71	59%
South Hadley F.D. I	82	32	50	61%
Southborough	87	82	5	5%
Stonham	78	76	2	3%
Stoughton*	148	53	94	64%
Swampscott	55	16	40	72%
Wakefield*	114	88	26	23%
Waltham	157	44	113	72%
Watertown	80	66	14	18%
Wellesley*	136	64	72	53%
Weston	105	105	0	0%
Wilbraham	74	20	54	73%
Wilmington	126	99	27	21%
Winchester*	105	105	0	0%
Winthrop	45	12	33	74%
Woburn*	182	106	76	42%
<b>TOTAL</b>	<b>6,405</b>	<b>4,326</b>	<b>2,081</b>	<b>32.5%</b>



\* Partially Served Communities

## STAFF SUMMARY

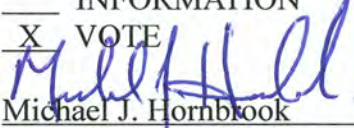
**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director   
**DATE:** June 4, 2014  
**SUBJECT:** Preliminary Design and Owner's Representative Services for the Spot Pond Storage Facility  
Camp Dresser & McKee, Inc.  
Contract 7233, Amendment 1

COMMITTEE: Water Policy & Oversight

A. Navanandan, P.E., Chief Engineer  
Michael G. Rivard, P.E., Program Manager  
Preparer/Title

           INFORMATION

  X   VOTE

  
Michael J. Hornbrook  
Chief Operating Officer

### RECOMMENDATION:

To authorize the Executive Director, on behalf of the Authority, to approve Amendment 1 to Contract 7233, Preliminary Design and Owner's Representative Services for the Spot Pond Storage Facility, with Camp Dresser & McKee, Inc., extending the contract term by 28 months from July 22, 2014 to November 22, 2016, and reallocating unused funds in certain tasks within the contract, with no overall increase in contract amount.

### DISCUSSION:

On March 10, 2010, the Board approved the award of Contract 7233 to Camp Dresser & McKee, Inc.<sup>1</sup> (CDM) to provide Preliminary Design and Owner's Representative Services for the Spot Pond Storage Facility Design/Build Project (see Attachment A).

The Spot Pond Storage Facility Design/Build project is being constructed by Walsh Construction Co. under Contract 6457 at the former Boston Regional Medical Center site near Spot Pond in Stoneham and is approximately 64% complete. The



facility, consisting of two 10-million-gallon, buried concrete water storage cells will provide additional distribution system storage for the Northern Low distribution system. The tanks will

<sup>1</sup> Camp Dresser & McKee, Inc. has changed its name to CDM Smith Inc. but continues to perform under its original name those contracts executed prior to the name change.



provide stabilizing pressures in the Northern Low system supporting Somerville, Malden, Medford, Everett, Chelsea and Charlestown, while providing emergency potable water storage to the Boston Low system. The project also includes an underground pump station that will supplement the Gillis Pump Station providing pumping redundancy to the 21 communities served by the Northern High and Northern Intermediate High pressure zones, thus eliminating a potential single source of failure if the Gillis Pump Station could not operate.

### **This Amendment**

The facility is currently scheduled to reach Substantial Completion on November 29, 2014. The current contract end date for the Owner's Representative contract is July 22, 2014. The Owner's Representative contract's scope of services was modeled after the Blue Hills Covered Storage and Norumbega Covered Storage Design/Build projects and does not include any services during the two-year Warranty period. However, during design it was determined that the complexity of the pump station component of the project warranted having the Owner's Representative available to review and inspect any warranty work performed by the contractor during the two-year warranty period. In addition, the Design/ Build contract's Notice to Proceed was issued four months later than what was assumed in the Owner's Representative's Scope of Services due to wetlands permitting delays.

To ensure that MWRA continues to have available the services of the Owner's Representative contract, staff recommend that Contract 7233 be extended by 28 months to cover the four months until Substantial Completion and the two-year Warranty period.

Currently, the Owner's Representative budget is under spent in certain tasks (Project Management, Resident Inspection, and Independent Field Testing). As of May 1, 2014, approximately \$1,636,000 (57 percent) of the \$2,892,096 contract amount has been expended. Staff project that upon Substantial Completion of the construction contract (November 2014), there will be a surplus of approximately \$416,000 in the Owner's Representative contract. This surplus is primarily attributable to reduced expenditures for Resident Inspection due to the assignment of MWRA staff to perform these tasks. Also, the expenditures for Project Management have been lower than budgeted.

The additional costs for warranty services are projected to be approximately \$75,000 for witness testing and inspections, and reviewing warranty work by the Design/Build contractor. Staff recommend that this amount be reallocated from the Resident Inspection budget to a new subtask for Warranty Services. Therefore, Amendment 1 will result in no overall increase in contract amount.

### **BUDGET/FISCAL IMPACT:**

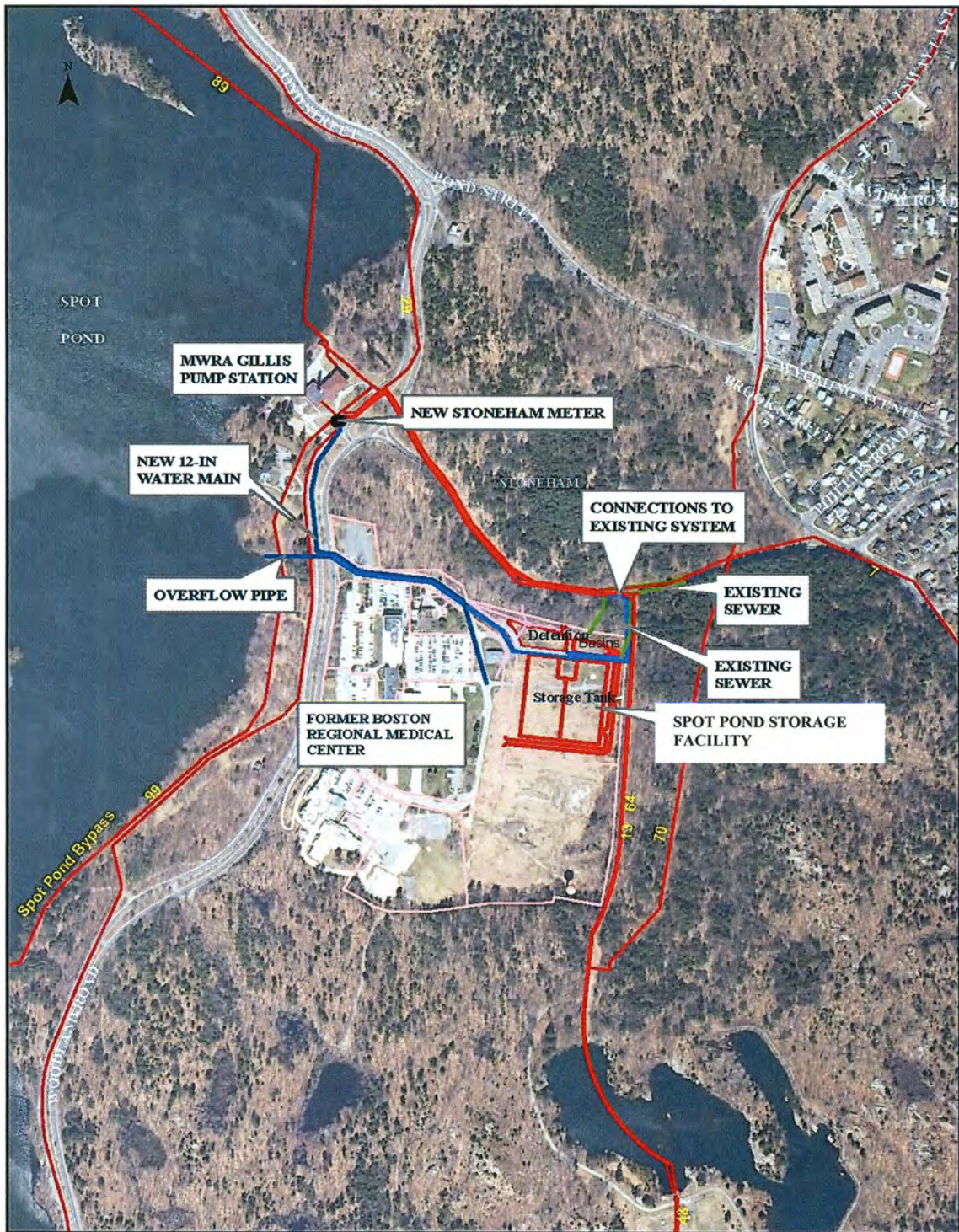
The FY14 CIP includes a budget of \$2,892,096 for Contract 7233. Amendment 1 is for a time extension only and will have no budgetary impact.

**MBE/WBE PARTICIPATION:**

The MBE and WBE participation requirements for this contract were established at 7.18% and 5.77%, respectively. CDM, Inc. proposed 10.26% MBE and 7.09% WBE participation. The requirements will remain unchanged by this amendment.

**ATTACHMENT:**

Attachment A – Site Location Plan



Attachment A - Site Location Plan

200 115 0 200 Feet  
 1 inch = 565 feet



# MASSACHUSETTS WATER RESOURCES AUTHORITY

Charlestown Navy Yard  
100 First Avenue, Building 39  
Boston, MA 02129

Frederick A. Laskey  
Executive Director

Telephone: (617) 242-6000  
Fax: (617) 788-4899  
TTY: (617) 788-4971

## **PERSONNEL & COMPENSATION COMMITTEE MEETING**

*Chair:* K. Cotter  
*Vice-Chair:* J. Wolowicz  
*Committee Members:*  
J. Barrera  
J. Carroll  
P. Flanagan  
J. Foti  
A. Pappastergion  
H. Vitale  
I. Walsh

to be held on

Wednesday, June 4, 2014

Location: 100 First Avenue, 2nd Floor  
Charlestown Navy Yard  
Boston, MA 02129

Time: Immediately following Water Comm.

### **A. Approvals**

1. PCR Amendments – June 2014
2. Appointment of Assistant Director, Construction
3. Appointment of Manager of Treatment and Transmission
4. Appointment of Senior Sampling Associate, Toxic Reduction and Control
5. Appointment of Senior Staff Engineer, Structural

MASSACHUSETTS WATER RESOURCES AUTHORITY

Meeting of the  
Personnel and Compensation Committee

May 14, 2014

A meeting of the Personnel and Compensation Committee was held on May 14, 2014 at the Authority headquarters in Charlestown. Chairman Cotter presided. Present from the Board were Ms. Wolowicz and Messrs. Carroll, Foti, Pappastergion, Vitale and Walsh. Among those present from the Authority staff were Fred Laskey, Steve Remsberg, Bob Donnelly, and Bonnie Hale. The meeting was called to order at 11:55 a.m.

**Approvals**

\*Renewal of Employment Contract, Administrative Assistant, Clinton Wastewater Treatment Plant

The Committee recommended approval of the employment contract for Ms. Jane Densmore (ref. agenda item A.1)

\*Appointment of Program Manager, Environmental Quality Department

The Committee recommended approval of the appointment of Mr. Douglas Hersh to the above position (ref. agenda item A.2).

All MWRA staff, with the exception of recording secretary Bonnie Hale, left the room.

**Annual Meeting of the Personnel and Compensation Committee Independent of Management**

Authority Accountability and Transparency Act Compliance

Chairman Cotter called the Annual Meeting of the Personnel and Compensation Committee Independent of Management to order, in compliance with the provisions of the above-referenced Act.

Members of the Committee analyzed and assessed the data provided regarding executive compensation at comparable state agencies and authorities, as well as for-profit private sector employees, and national water and wastewater utilities. There was general discussion. It was observed that the level of MWRA compensation was in the middle range of similar positions at other entities. It was noted for the future that it would

\* Approved as recommended at May 14, 2014 Board of Directors meeting.

be helpful to also list MWRA position salaries on the attachment summarizing compensation data for Massachusetts state agencies, authorities, etc. (Attachment A).

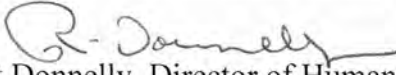
The meeting adjourned at 12:05 p.m.

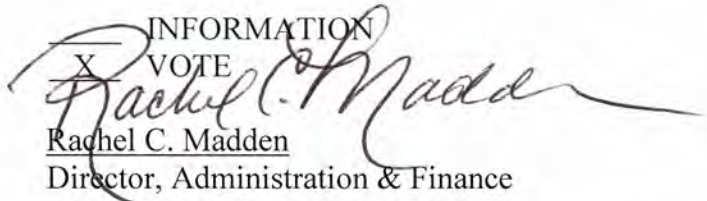
## STAFF SUMMARY

**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director  
**DATE:** June 4, 2014  
**SUBJECT:** June PCR Amendments



COMMITTEE: Personnel and Compensation

  
Robert Donnelly, Director of Human Resources  
Joan C. Carroll, Manager Compensation  
Preparer/Title

INFORMATION  
 VOTE  
  
Rachel C. Madden  
Director, Administration & Finance

### RECOMMENDATION:

To approve the amendments to the Position Control Register (PCR) included in the attached chart<sup>1</sup>.

### DISCUSSION:

The PCR amendments included in this package reflect organizational changes aimed at improving the cost-effectiveness, structural soundness and staffing patterns within the Operations Division.

These amendments include:

1. A title, location and grade change for a vacant position in the Operations Division (Equipment & Tool Coordinator to Financial Planner) in order to meet a staffing need.
2. A title and grade change for a filled position (Biologist IV to Program Manager, Environmental Compliance and Monitoring) in the Operations Division to meet a need for program management in the Environmental Quality Department.

The first amendment results in a downgrade and requires approval by the Personnel and Compensation Committee. The second amendment results in an upgrade of a position and requires Board approval after review by the Personnel and Compensation Committee.

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<sup>1</sup> The Position Control Register lists all regular positions in this fiscal year's Current Expense Budget. Any changes to positions during the year are proposed as amendments to the PCR. The Personnel and Compensation Committee of the Board of Directors must approve all PCR amendments. In addition, any amendments resulting in an upgrade of a position by more than one grade level or increasing a position's annual cost by \$10,000 or more must be approved by the Board of Directors after review by the Personnel and Compensation Committee.

**BUDGET/FISCAL IMPACT:**

These amendments may result in annual savings of \$9,757 or a cost increase of up to \$12,263. Actual costs will depend on the salary level of the future hire for the Financial Planner position. There are sufficient funds within the Operations Division's FY14 and FY15 wages and salaries budgets to fund these PCR amendments.

**ATTACHMENTS:**

New/Old Job Descriptions



**MASSACHUSETTS WATER RESOURCES AUTHORITY  
POSITION CONTROL REGISTER AMENDMENTS  
FISCAL YEAR 2014**

**PCR AMENDMENTS REQUIRING PERSONNEL & COMPENSATION COMMITTEE APPROVAL - June 4, 2014**


Number	Current PCR #	V/F	Type	Current Title	UN	GR	Amended Title	UN	GR	Current/Budget Salary	Estimated New Salary	Estimated Annual \$ Impact	Reason For Amendment
P25	Operations Policy & Planning 5910031	V	T,L,G	Equipment & Tool Coordinator	6	9	Financial Planner	6	8	\$61,934	\$45,313 - \$67,333	-\$16,621 - \$5,399	To meet Deer Island staffing needs
<b>PERSONNEL &amp; COMP COMMITTEE TOTAL =</b>					<b>1</b>		<b>TOTAL</b>					<b>-\$16,621 - \$5,399</b>	

**PCR AMENDMENTS REQUIRING BOARD APPROVAL-June 2014**

Number	Current PCR #	V/F	Type	Current Title	UN	GR	Amended Title	UN	GR	Current/Budget Salary	Estimated New Salary	Estimated Annual \$ Impact	Reason For Amendment
B17	Operations ENQUAD 2250011	F	T,G	Biologist IV	9	23	Program Manager	9	29	\$84,722	\$91,586 - \$91,586	\$6,864 - \$6,864	To meet staffing needs in ENQUAD
<b>BOARD TOTAL =</b>					<b>1</b>		<b>SUBTOTAL:</b>					<b>\$6,864 - \$6,864</b>	
<b>GRAND TOTAL =</b>					<b>2</b>		<b>TOTAL ESTIMATED COSTS:</b>					<b>-\$9,757 - \$12,263</b>	

Legend:  
V = Vacant position, F = Filled position  
T = Title change, L = Location change; transfer to another Cost Center, G = Grade Change, SA= Salary Adjustment, E = Elimination.

**STAFF SUMMARY**

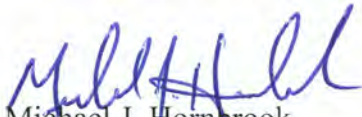
**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director   
**DATE:** June 4, 2014  
**SUBJECT:** Appointment of Assistant Director of Construction  
Operations Division, Engineering & Construction

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COMMITTEE: Personnel & Compensation

INFORMATION  
 VOTE

Corinne M. Barrett, Director, Construction  
John P. Vetere, Deputy Chief Operating Officer  
Robert G. Donnelly, Director, Human Resources  
Preparer/Title

  
Michael J. Hornbrook  
Chief Operating Officer

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**RECOMMENDATION:**

To approve the appointment of Ms. Eleanor Duffy (Unit 9, Grade 30) to the position of Assistant Director of Construction, Operations Division (Non-Union, Grade 14), at an annual salary of \$121,431, commencing on June 9, 2014.

**DISCUSSION:**

The recent retirement of the Chief Engineer, Mr. Jae Kim, resulted in two other appointments to important senior management positions. On April 11, 2014, the Board approved the appointment of Mr. Anandan Navanandan to fill Mr. Kim's position as Chief Engineer. At the same meeting, the Board then approved the appointment of Ms. Corinne Barrett to fill Mr. Navanandan's previous position of Director of Construction. This staff summary recommends the backfill of Ms. Barrett's previous position, Assistant Director of Construction.

The Assistant Director of Construction position reports to the Director of Construction and is responsible for assisting in the day-to-day management of the Construction Unit, which controls and coordinates all Capital Improvement Program and Current Expense water and wastewater construction projects.

**Selection Process**

This position was posted both internally and externally and several candidates applied. A total of six candidates were determined to have met the minimum qualifications for the position, including three internal candidates and three external candidates. In reviewing applications, a decision was made to only interview the internal candidates because they were more qualified than the external candidates. The Deputy Chief Operating Office, the Chief Engineer, the

Director Construction and a representative of MWRA's Affirmative Action and Compliance Unit interviewed all three internal candidates. Upon completion of the interviews, it was determined that Ms. Eleanor Duffy was the best candidate to fill the position.

Ms. Duffy has 30 years of experience in construction, including more than 17 years with MWRA, where she has held varying positions of increasing responsibility. Ms. Duffy currently holds the position of Construction Coordinator (Unit 9, Grade 30) in the Construction Unit, where she oversees the work of contractors and consultants, regularly organizes contractor progress meetings in the field, provides supervision of field inspectors, coordinates construction work with MWRA Operations and senior management, and ensures construction work performed meets contract specifications. She has demonstrated good leadership skills and has earned the respect of her supervisors and peers.

Ms. Duffy has actively participated in the successful completion of a number of MWRA construction projects, including the Lynnfield/Saugus Water Pipeline, the Union Park CSO Facility, the West Roxbury Drop Chamber, and the first two Wastewater SCADA Implementation contracts. She is currently working on construction contracts at the Clinton Wastewater Treatment Plant, the Prison Point CSO Facility, and the Nut Island Headworks.

Ms. Duffy holds a Massachusetts Professional Engineer's License and she earned a Bachelor's degree in Civil Engineering from University of Massachusetts at Amherst.

Ms. Duffy's current salary as Construction Coordinator (Unit 9, Grade 30) is \$112,541; the recommended salary of \$121,431 is commensurate with the Assistant Director of Construction position and its accompanying responsibilities.

**BUDGET/FISCAL IMPACT:**

There are sufficient funds for this position in the FY14 Current Expense Budget.

**ATTACHMENTS:**

Resume of Eleanor Duffy  
Position Description  
Organization Chart

# Eleanor M. Duffy

## EXPERIENCE

### Massachusetts Water Resources Authority (1996 - Present)

2003 to Present

#### Construction Coordinator

- Supervises office and field engineers to oversee and manage construction contracts and professional engineering contracts in the construction, rehabilitation, improvements, and start-up of Waterworks and Wastewater facilities and infrastructure.
- Oversees and manages a program of construction projects, including the rehabilitation and improvement of waterworks and wastewater facilities and pipelines.
- Supervises and manages office and field engineers, including assignment of projects, evaluation of performance, and staff development planning. Provides technical and administrative assistance to staff during the construction, startup, and warranty of projects.
- Oversees and directs consultant engineering services and contracts during construction, including all work for quality of work, budget, schedule, and compliance with contractual terms and MWRA objectives and policies. Negotiates and reviews construction services in consultant contracts.
- Acts as liaison with engineering, operations, and maintenance staff to ensure the smooth construction and start-up of new or rehabilitated facilities.
- Ensures contractor compliance with construction documents, MWRA procedures and policies, regulatory requirements, and applicable engineering standards.
- Supervises the development and maintenance of construction tracking and reporting procedures. Prepares and updates construction budget and schedule projections.
- Performs constructability reviews of construction plans and specifications.
- Reviews, negotiates and processes change orders and claims in accordance with MWRA policies and procedures.
- Reviews and processes pay estimates and final payment and construction closeout documents in a timely manner. Oversees preparation and submittal of accurate record drawings upon construction completion.
- Oversees office and field project files, ensuring that all project documentation is complete, up-to-date, and in accordance with MWRA policies and procedures.
- Prepares staff summaries for the Executive Director and Board for construction contract and engineering agreement changes, and project status.

1999 - 2003

Program Manager

- Worked under the general supervision of the Assistant Director, Construction overseeing and supervising resident engineers and inspectors on assigned projects.
- Supervised the development and maintenance of construction tracking and reporting procedures. Prepared and updated construction budget and schedule projections.
- Supervised Resident Engineers and Inspectors.
- Assisted construction coordinators in the management and supervision of large, complex, capital construction projects.
- Prepares staff summaries for the Executive Director and Board for construction contract and engineering agreement changes, and project status.

1996 - 1999

Project Manager

- Worked under the general supervision of a Construction Coordinator assisting with the management and supervision of large, complex, capital construction projects.
- Assisted with the development of proposed change orders, prepared various reports, and maintained files and documentation as needed.

1984 to 1996

Haley and Ward, Consulting Engineers

- Provided a wide range of experience in the private sector for a small consulting engineering firm specializing in municipal water and wastewater systems.
- Experience included preparation of permits and reports, design documents for public bidding and administration of construction activities.
- Projects included both pipelines and buildings under MGL Chapter 30 and 149 in both water and wastewater systems.

EDUCATION

1984 - University of Massachusetts  
Bachelor of Science in Civil Engineering

1999 - Simmons Graduate School of Management  
Leadership Program for Women

LICENSE/CERTIFICATION

Professional Engineer - Discipline Civil #37781-C  
40 Hour Hazardous Operations and Emergency Response

REFERENCES

Available upon request.

**MWRA  
POSITION DESCRIPTION**

**POSITION:** Assistant Director, Construction

**PCR#:** 55250139

**DIVISION:** Operations

**DEPARTMENT:** Engineering and Construction

**BASIC PURPOSE:**

Assists with the management of the Construction Unit which controls and coordinates all Water and Wastewater construction projects of the MWRA Capital Improvement Program.

**SUPERVISION RECEIVED:**

Works under the general supervision of the Director, Construction.

**SUPERVISION EXERCISED:**

Exercises close supervision of the Construction Section of Engineering and Construction.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Directs the development and administration of capital improvement projects within the department. Develops funding plans for projects; assists in the preparation of and oversees the department's capital improvement budget.
- Assists in the evaluation of solutions to engineering/construction problems and develops environmentally sound solutions.
- Oversees the work of staff and consulting engineers to insure adherence to budgets, schedules, quality of outputs and compliance with scope of services and contract terms.
- Oversees coordination of projects and engineering functions with appropriate MWRA Divisions and sees that projects comply with MWRA policies and procedures.
- Maintains and updates construction management standardized procedures.
- Manages all construction contracts to upgrade and rehabilitate the waterworks and wastewater systems. Ensures contractor compliance with contract documents.

- Oversees and reviews all construction pay estimates, change orders and staff summaries.
- Reviews construction documents to ensure constructability.
- Participates in preparing for collective bargaining and hears Step One Grievances.
- Develops and oversees current expense budget for the section and develops work plan and staff assignments in the department.
- Oversees and coordinates staffing with project workload to assure consistency of project execution and quality, and adherence to Massachusetts Water Resources Authority's policy and procedures.

**SECONDARY DUTIES:**

- Performs related duties as required.

**MINIMUM QUALIFICATIONS:**

Education and Experience:

- (A) A four (4) year college program in engineering or a related field. Graduate degree preferred; and
- (B) An understanding of water and wastewater engineering and contract construction management as acquired by a minimum of twelve (12) years experience including at least four (4) years in a supervisory position; or
- (C) Any equivalent combination of education or experience.

Necessary Knowledge, Skills and Abilities:

- (A) Knowledge of engineering practices and principles.
- (B) A general understanding of engineering principles and practices.
- (C) Demonstrated verbal and written communication skills.

**SPECIAL REQUIREMENTS:**

A Massachusetts Registered Professional Engineer preferred.

**TOOLS AND EQUIPMENT USED:**

Office machines as normally associated, with the use of telephone, personal computer including word processing and other software, copy and fax machine.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit, talk or hear. The employee is regularly required to use hands to finger, handle, feel or operate objects, including office equipment, or controls and reach with hands and arms. The employee frequently is required to stand and walk.

The employee must regularly lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, and the ability to adjust focus.

**WORK ENVIRONMENT:**

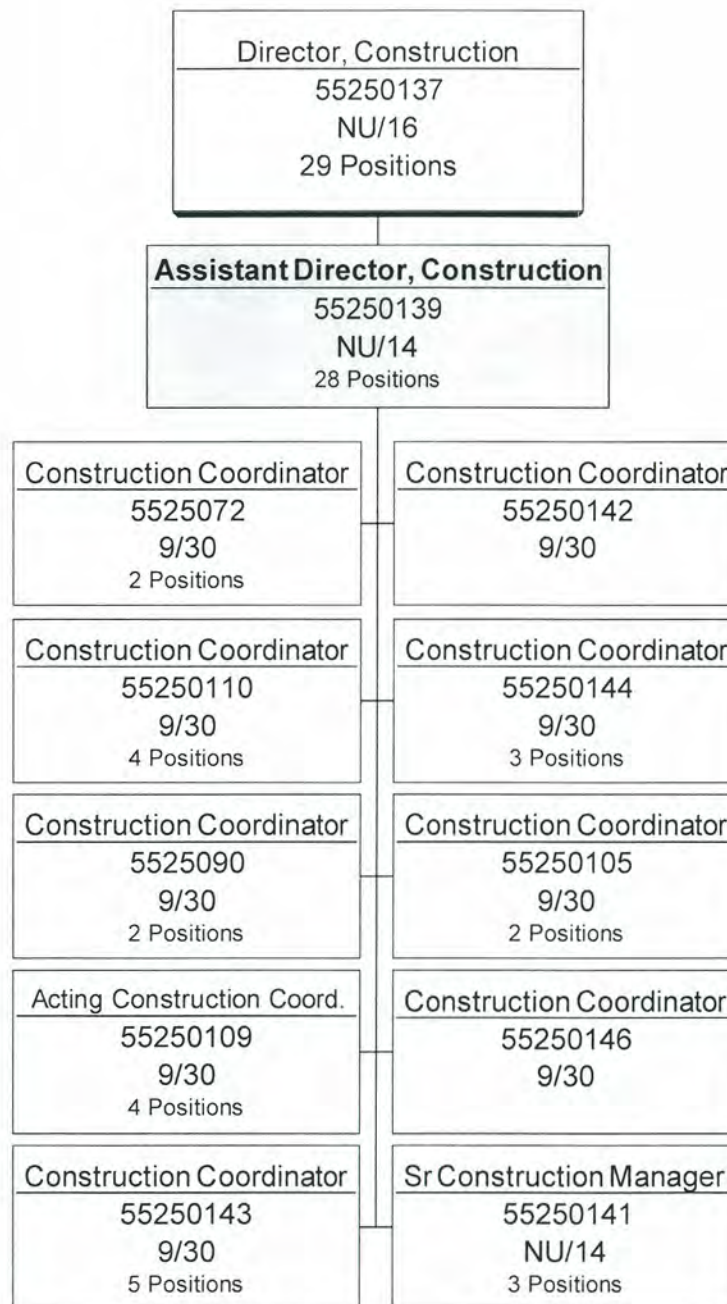
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee regularly works in an office environment.

The noise level in the work environment is usually a moderately quiet office setting.




Engineering & Construction  
Construction

June 2014



## STAFF SUMMARY

**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director   
**DATE:** May 14, 2014  
**SUBJECT:** Appointment of Manager of Treatment and Transmission  
Operations Division

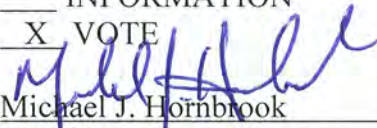
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COMMITTEE: Personnel & Compensation

David W. Coppes, Director of Waterworks  
Robert G. Donnelly, Director, Human Resources  
Preparer/Title

     INFORMATION

  X   VOTE

  
Michael J. Hornbrook  
Chief Operating Officer

---

### RECOMMENDATION:

To approve the appointment of Mr. Bradley J. Palmer (Non-Union, Grade 14) to the position of Manager, Treatment and Transmission, Operations Division, (Non-Union, Grade 14) at an annual salary of \$121,431, commencing on June 9, 2014.

### DISCUSSION:

At the February 12, 2014 meeting, the Board approved the appointment of Mr. David Coppes to the position of Director of Waterworks. The Board subsequently approved the appointment of Mr. Coppes' vacated position of Director of Western Operations and Maintenance on March 12, 2014. The backfilling of these key senior management positions are an important part of MWRA's succession planning. This staff summary continues that plan as it recommends the appointment of a vacated Manager, Treatment and Transmission position.

The Manager, Treatment and Transmission position reports to the Director of Western Operations and Maintenance. This position is responsible for overseeing all treatment and hydraulic operations staff and process control staff responsible for delivery of water from MWRA's source reservoirs to metropolitan Boston and the Chicopee Valley, including the John J. Carroll Water Treatment Plant, the Quabbin Water Treatment Plant, the water transmission system and reservoir transfers.

Because of the importance of this position, staff recommend that it be filled by an internal candidate with familiarity and knowledge of MWRA's complex water system. The Director of Waterworks and the Director of Western Operations and Maintenance interviewed Mr. Bradley Palmer and recommend that he be appointed to this position. Mr. Palmer is currently the Manager of Western Maintenance, which includes management of 75 trades and professional staff at MWRA's Norumbega, Southborough, the Carroll Treatment Plant, and the Barre facilities.

Mr. Palmer has worked at MWRA for 25 years. For the first 10 of those years, he held the position of Superintendent of Water Pumping Stations with responsibility for both operation and maintenance. During that time period, MWRA transitioned from manual, staffed operation of the water pump stations to a central Operations Control Center (OCC) located at Chestnut Hill (this OCC was subsequently moved to its current location at MWRA's Chelsea Facility). Mr. Palmer played a significant role in this complicated modernization of MWRA's operation of its water system.

For the following three years, Mr. Palmer was responsible for the maintenance of MWRA's entire Metropolitan Boston area water distribution system. He was responsible for managing a staff of 94 and gained extensive hydraulic experience relating to MWRA's various pressure zones and water transmission and water quality.

Since 2002, Mr. Palmer has held the position of Manager, Western Maintenance, where he is responsible for maintenance of MWRA's tunnels, aqueducts, treatment facilities, and hydro-electric stations. During start-up of the Carroll Treatment Plant, Mr. Palmer participated in operating the plant for testing and training of the operations staff. Mr. Palmer gained extensive knowledge of the plant's capabilities from this experience, from providing on-call coverage for Western Operations during the last 11 years, and from working closely with operations staff in troubleshooting and maintenance activities.

Mr. Palmer earned a Bachelor of Science degree in Marine Engineering from the Massachusetts Maritime Academy and a Masters of Business Administration from the University of Massachusetts, Lowell. He holds a Full Grade IV distribution drinking water operator license and a Grade IV-in-training treatment operator license.

Mr. Palmer's current salary as Manager, Western Maintenance (Non-Union, Grade 14) is \$114,139.65; the recommended salary of \$121,431 is commensurate with the Manager, Treatment and Transmission position and its accompanying responsibilities.

**BUDGET/FISCAL IMPACT:**

There are sufficient funds available for this position in the FY14 Current Expense Budget. The recommended salary is commensurate with the increased responsibilities of this position.

**ATTACHMENTS:**

- Resume of Bradley Palmer
- Position Description, Manager Treatment and Transmission
- Organization Chart for Western Operations and Maintenance

## Bradley J. Palmer

### Education

Massachusetts Maritime Academy, Buzzards Bay, Massachusetts  
Bachelor of Science in Marine Engineering - May, 1979

University of Massachusetts-Lowell, Lowell, Massachusetts  
Master of Business Administration – October, 2004

### Licenses

Grade 4D (Full) & 4T (O.I.T.) Drinking Water Supply Facilities Operator License –  
Massachusetts  
Certified Maintenance and Reliability Professional - SMRP  
United States Coast Guard License, Chief Engineer, Motor, Unlimited

### Work History

7/02-Present Massachusetts Water Resources Authority

#### Manager, Western Maintenance

Responsible for the maintenance of the MWRA's water transmission system, this system includes over 125 miles of tunnels and aqueducts, 100 associated above ground facilities, 2 active hydro-power stations and a 405(peak) MGD ozone water treatment plant. Supervise a staff of 74, responsible for an annual budget of \$3.8 million. Participated in the start-up of the Metro-West Water Supply Tunnel and the Carroll Water Treatment Plant. Successfully managed the implementation of the Plant's preventative maintenance program and the development of 6 maintenance service contracts.

8/99-7/02 Manager, Metropolitan Maintenance

Responsible for the maintenance of the MWRA's water distribution system, this system includes 265 miles of water main covering 7 pressure zones, 3,500 valves, 8 covered storage facilities, 10 potable water pumping stations and 37 pressure reducing valves. Supervise a staff of 93, responsible for an annual budget of \$4.9 million. Successfully implemented the use of computerized maintenance management software in the equipment maintenance group.

8/89-8/99 Superintendent of Pumping Stations

Responsible for operation and maintenance of 10 potable water pumping stations within the Metropolitan Boston service area. Successfully managed the transition from a manual operating environment to an automated operating environment and the associated reduction in operating personnel in the pumping stations.

6/79-8/89 United States Merchant Marine

#### Licensed Marine Engineer

Sailed aboard various merchant vessels including Oil Tankers, Ocean-Going Tugs, Research Ships and Underway Replenishment Ships, advancing my license from Third Assistant Engineer to Chief Engineer. My job duties while sailing as a First Assistant Engineer included the day-to-day supervision of all operational and maintenance activities related to the Engine Department. Additional duties included maintenance planning, safety, stores, and

procurement. As a Chief Engineer, I had overall responsibility for the Engine Department and reported directly to the Captain of the vessel. These Engine Departments varied in size from 10 to 30 people.

### **Professional Organizations**

Member - American Water Works Association – New England Water Works Association

Member - Society for Maintenance and Reliability Professionals

Member - Propeller Club of the United States, Boston Chapter

**MWRA  
POSITION DESCRIPTION**

**POSITION:** Manager, Transmission & Treatment

**PCR#:** 3392021

**DIVISION:** Waterworks

**DEPARTMENT:** Operations/Western

**BASIC PURPOSE:**

Oversees all treatment and hydraulic operations staff responsible for delivery of water from the sources to metropolitan Boston, including operation of the Chicopee Valley Aqueduct, Cosgrove Intake, John J. Carroll Water Treatment Plant, Ware Disinfection Facility, and Norumbega Covered storage tank. Is required to be part of an on-call rotation for emergencies 24 hours a day, 7 days a week.

**SUPERVISION RECEIVED:**

Works under the general supervision of the Director, Western Operations and Maintenance.

**SUPERVISION EXERCISED:**

Exercises close supervision of assigned managerial, supervisory, technical and operational staff.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Oversees operation of the John J. Carroll Water Treatment Plant and the Ware Disinfection Facility, and other standby treatment facilities.
- Oversees monitoring and control of CVA, Oakdale, and Shaft 4/E flows for adequate water supply, hydro-electric generation and flood control on a 24-hour basis.
- Oversees intake operation, source water treatment, and distribution reservoir treatment as required.
- Works with communities in CVA, Wachusett and MetroWest service areas to ensure reliable service and resolve problems. Works with power company officials regarding hydroelectric operations.
- Participates in capital project design, construction and start-up to ensure effective integration of new and rehabilitated facilities.

- Oversees personnel management. Ensures that major initiative and policy changes are properly communicated to all staff. Identifies needed improvements to work practices and works with Operations Management and Labor Relations staff to bring about changes.
- Prepares for and hears Step-One grievances and pre-disciplinary hearings. Identifies organizational needs and proposes re-organization plans to address changing needs.
- Oversees planning and implementation of appropriate in-house or consultant-led training programs.
- Oversees development, training, periodic review and updating of standard operating procedures (SOPs), facility manuals and MWRA safety policies and procedures.
- Oversees budget management for the Transmission and Treatment programs. Ensures that budget resources are allocated appropriately between units. Monitors spending and ensures budget compliance.
- Oversees staff productivity monitoring and continual improvement through staff skills development, strategic planning, SOP improvements and research, and implementation of technology advances.
- Reviews assigned employees' performance per MWRA procedures.
- Assists in maintaining harmonious labor management relations through proper applications of collective bargaining agreement provisions and established personnel policies.
- Participates in collective bargaining negotiations.

**SECONDARY DUTIES:**

- Performs related duties as required.

**MINIMUM QUALIFICATIONS:**

Education and Experience:

- (A) Knowledge of engineering principles and practices as normally attained through a four (4) year college program in civil, mechanical or electrical engineering; and
- (B) Understanding of planning, supervising and implementing maintenance and repair work of all aspects of water treatment and/or water transmission as normally acquired through eight (8) to ten (10) years experience in the water industry, of which at least four (4) years must be in a supervisory position; or

Necessary Knowledge, Skills and Abilities:

- (A) Experience with SCADA systems, statistical process control and work process continuous improvement preferred.
- (B) Proficiency in computer hardware and software, including databases, Microsoft Office, data presentation and analysis tools

**SPECIAL REQUIREMENTS:**

Professional Engineer license preferred.

A valid Grade 3D and 1T Drinking Water Operator license is required within one (1) year.

Pesticide applicators license for alga control is required within one (1) year.

**TOOLS AND EQUIPMENT USED:**

Office equipment as normally associated with the use of telephone, personal computer including word processing and other software, copy and fax machine.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, including office equipment or controls and reach with hands and arms. The employee frequently is required to sit and talk or hear. The employee is occasionally required to stand and walk; climb or balance; stoop, kneel, crouch, or crawl; taste or smell.

The employee must frequently lift and/or move up to 10 pounds, occasionally lift/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, depth perception and the ability to adjust focus.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

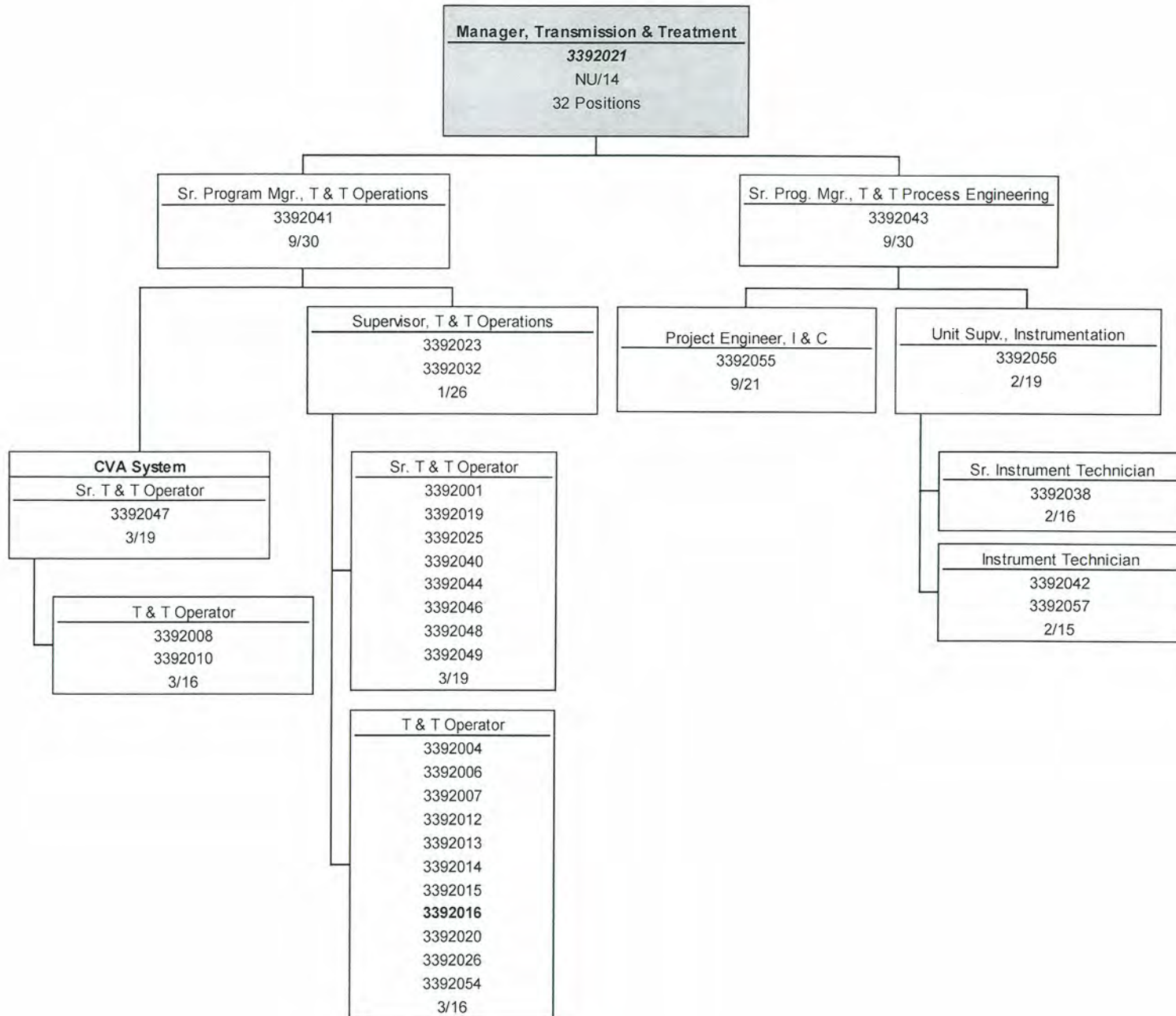
While performing the duties of this job, the employee regularly work in an office environment. The employee occasionally exposed to outdoor weather conditions. The employee is occasionally exposed to fumes and airborne particles.

The noise level in the work environment is a moderately quiet in office setting.

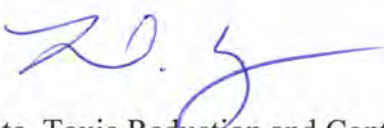


# Western Water O&M Transmission & Treatment

May 2014



## STAFF SUMMARY

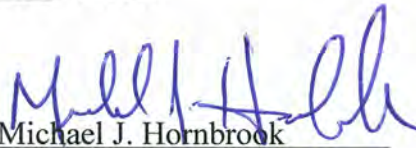
**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director   
**DATE:** June 4, 2014  
**SUBJECT:** Appointment of Senior Sampling Associate, Toxic Reduction and Control Operations Division

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COMMITTEE: Personnel & Compensation

INFORMATION  
 VOTE

Robert G. Donnelly, Director, Human Resources  
Carolyn M. Fiore, Deputy Chief Operating Officer  
John A. Riccio, Director, Toxic Reduction and Control  
Preparer/Title

  
Michael J. Hornbrook  
Chief Operating Officer

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### RECOMMENDATION:

To approve the appointment of Mr. Thomas J. Coffey (Unit 9/Grade 23) to the position of Senior Sampling Associate, Toxic Reduction and Control (Unit 9, Grade 25), at an annual salary of \$92,567.13, commencing on June 9, 2014.

### DISCUSSION:

The position of Senior Sampling Associate, Toxic Reduction and Control (TRAC), became vacant in March 2014 upon a lateral transfer of the previous incumbent. Organizationally, this position reports to the Regional Manager of TRAC's Monitoring Unit.

The Senior Sampling Associate position is responsible for scheduling field activities to ensure the annual completion of EPA and MWRA monitoring requirements for permitted users under MWRA's EPA-approved Pretreatment Program. Permitted commercial and industrial facilities, some with multiple sample locations, located throughout MWRA's Metropolitan and Clinton sewer service areas, are required to be sampled up to three times per year in accordance with federal and MWRA requirements. MWRA's sampling program provides independent verification that sewer users are meeting required limits for toxic substances. The position also provides overall guidance to staff to ensure consistent and proper sampling techniques are followed, per regulations.

The Senior Sampling Associate exercises direct supervision of five to seven Sampling Associates, sets schedules for field activities utilizing the Pretreatment Information Management System (PIMS), drafts and reviews sampling protocols and makes recommendations, changes and corrections to them as necessary. In addition, the Senior Sampling Associate will ensure TRAC sampling activities adhere to established federal, state, and MWRA's pretreatment program regulations, policies and procedures, and ensure consistency and coordination among staff.

## **Selection Process**

This position was posted internally and eight internal applications were received. Managers from TRAC and the Affirmative Action and Compliance Unit interviewed all eight candidates and determined that Mr. Thomas Coffey possesses the knowledge, skills, and experience required for this position.

Mr. Coffey has worked for MWRA in the TRAC section since 1990 and has held various positions of increasing responsibility during those 24 years. From 1990 to 1998, Mr. Coffey held the position of Sampling Associate where he gained extensive knowledge, experience and understanding of managing a sampling project, working with TRAC's sampling equipment and sampling techniques. In 1998, he was promoted to the position of Industrial Coordinator where he was responsible for carrying out inspections and permitting activities for facilities in assigned communities. In 2010, Mr. Coffey transferred to the position of Source Coordinator, in which he obtained supervisory experience scheduling and tracking the workload of Regional Inspectors and overseeing MWRA's traps program. Mr. Coffey also has served as a TRAC On-call Manager responding to spills and managing off-hour sampling projects.

Overall, Mr. Coffey's experience collecting samples, interacting with industrial contacts through facility inspections, overseeing the traps program, supervising staff, and his knowledge of PIMS provides him with the necessary qualifications to be an excellent Sr. Sampling Associate.

Mr. Coffey holds a Master of Science degree in Environmental Studies from the University of Massachusetts at Lowell, and a Bachelor of Science degree in Biology from the University of New Hampshire. Mr. Coffey has a Massachusetts Grade 6 Combined Wastewater Treatment Operators license and a Grade 4 Collections System certification.

## **BUDGET/FISCAL IMPACT:**

There are sufficient funds in the FY14 Current Expense Budget to fund this position. The recommended salary is in accordance with guidelines established in Unit 9's current collective bargaining agreement for promotional increases.

## **ATTACHMENTS:**

Resume of Thomas Coffey  
Position Description  
Organization Chart

THOMAS J. COFFEY, JR.

PROFESSIONAL EXPERIENCE:

Massachusetts Water Resources Authority  
Chelsea, Massachusetts

2010-Present Source Coordinator

**Responsibilities include:**

- Oversight for the Traps Program including database management, inspection scheduling for the Regional Inspectors, inspection paperwork review and issuing violation letter
- New trap application processing, trap site plan review, inspection and approval letter generation
- Oversight for the Septage Program including inspections, permitting, hauler manifest review and monitoring of Septage haulers using municipal discharge locations in the MWRA district
- TRAC responder for fuel/oil spills in the district during normal work hours
- TRAC interface for municipal and state plumbing inspectors and the Massachusetts State Plumbing Board
- On-Call Manager for TRAC for off- hour emergency response
- MWRA Emergency Services Unit (ESU) team member
- Lead Instructor for the MWRA Confined Space Training Program

1998-2010 Industrial Coordinator

**Responsibilities included:**

- On-Call Manager for TRAC; responded to numerous spills of varying nature
- Industrial inspections and permit development in numerous towns throughout the MWRA district including Cambridge, Ashland, Natick and Waltham
- Building/treatment system plan review
- Enforcement for industries violating MWRA regulations
- MWRA industrial and municipal official contact for these communities
- TRAC Safety Committee member
- Lead Instructor for the MWRA Confined Space Training Program

1990-1998 Sampling Associate

**Responsibilities included:**

- Scheduling of monitoring activity in the MWRA Southern District
- Industrial discharge monitoring to ensure compliance with MWRA permit limits
- NPDES monitoring for federal regulatory compliance
- TRAC representative for MWRA Confined Space Committee
- Industrial Surveillance of suspected permit violators
- Vendor selection for sampling equipment
- Maintenance and repair of all sampling, gas monitoring and pH monitoring equipment used by TRAC; instituted computer downloading of monitoring equipment as technology became available

THOMAS J. COFFEY, JR.  
Page 2

Edgerton Research Laboratory  
New England Aquarium, Boston, Massachusetts

1988-1990 *Supervisor of Laboratory Facilities/Assistant Scientist*  
1984-1988 *Assistant Scientist*  
1982-1984 *Research Assistant*  
1980-1992 *Research Technician*

**Responsibilities Included:**

- Edgerton Laboratory facility and equipment maintenance
- Boston Harbor Monitoring Project Manager
- Laboratory Intern Supervisor
- New England Aquarium hazardous waste manager
- Lab representative to the New England Aquarium Safety Committee
- Analytical chemistry and fieldwork supporting research in the laboratory
- Marine animal culture and assay development

**RELATED EXPERIENCE:**

Town of Topsfield  
Topsfield, Massachusetts

1990-1992 *Conservation Commission Board Member*  
**Responsibilities Included:**

- Review of proposed construction projects in close proximity to wetland resource areas and implementation of state and federal wetland protection laws
- Management of several ongoing projects in the community

**EDUCATION:**

1996 M.S. Environmental Studies, Civil Engineering Department, University of Massachusetts at Lowell  
1980 B.S. Biology, *Cum Laude*, University of New Hampshire, Durham, New Hampshire

**CERTIFICATIONS:**

- OSHA 40 Hour Trained for Hazardous Waste Response
- Massachusetts TURP certification, April 1999
- Grade 6 Combined Massachusetts Wastewater Treatment License, June 1997
- Grade 4 Collections Systems Certification, June 1997
- EPA Air Monitoring for Hazardous Materials (165.4), February 1993
- SCBA Training, Massachusetts Firefighting Academy, December 1992

**MWRA  
POSITION DESCRIPTION**

**POSITION:** Sr Sampling Associate

**DIVISION:** Operations

**DEPARTMENT:** Toxic Reduction and Control (TRAC)

**BASIC PURPOSE:**

Ensures that the sampling done by TRAC meets programmatic requirements and is consistent among the TRAC sampling staff. Co-Manages TRAC's sampling operations area at the Chelsea facility.

**SUPERVISION RECEIVED:**

Works under the general supervision of the Regional Manager.

**SUPERVISION EXERCISED:**

Exercises direct supervision of and provides overall direction to approximately five to ten TRAC Sampling Associates. Ensures activities conducted by TRAC sampling staff adhere to established federal, state and MWRA pretreatment program regulations, policies and guidelines.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Supervises TRAC sampling staff and provides overall direction to the TRAC sampling staff concerning technical requirements for sampling to ensure that there is consistency and coordination among and within the staff on sampling practice, procedure, and implementation.
- Schedules field activities for assigned staff using pretreatment and other software. Reviews sampling done by TRAC staff to help ensure that it meets programmatic and legal requirements. Reviews monitoring reports and recommends corrections as necessary.
- Manages TRAC's sampling operations area at the Chelsea facility to ensure a clean and safe working environment; ensures that sampling equipment and supplies are available and maintained, and develops the TRAC sampling field equipment budget.
- Reviews and recommends sampling procedures (Monitoring Manual), drafting new and updating existing standard operating procedures (SOPs), and ensures that SOPs are followed by the team.

- Provides orientation and training on sampling and safety issues and procedures to other TRAC staff.
- Assists Regional Manager in field to office communications, acting as field liaison to Regional Manager.
- Serves as lead coordinator on special projects and emergency sampling. Performs sampling, flow measurements and dye testing for multimedia sample types including but not limited to CSO activations.
- Initiates Data Anomaly Investigation Reports as necessary and follows through until data/reports and computer systems accurately reflect information.
- Tracks sampling goals and accomplishments to help ensure that TRAC meets its sampling goals and requirements and provides reports on sampling achievements.
- Assures the training of employees in sampling, quality control, administrative, and safety procedures, and provides instruction as appropriate.
- Conducts employee performance reviews in accordance with MWRA procedures, and recommends hires and promotions.
- Assists in maintaining harmonious labor management relations through application of collective bargaining agreement provisions and established personnel policies.
- Works on TRAC's sampling initiatives.
- Responsible for assigned vehicles and monitoring equipment.
- Assists in reviewing and responding to requests from sewer users to be approved to take their own wastewater samples.
- Participates in liaison, coordination, and educational activities within the MWRA and with other governmental agencies and the public.
- Drafts reports, memoranda, and other documents.

**SECONDARY DUTIES:**

- Performs related duties as required.

## **MINIMUM QUALIFICATIONS:**

### Education and Experience:

- (A) A four (4) year undergraduate degree in chemistry, biology, environmental sciences, a related engineering or science discipline, or other related field; and
- (B) Five (5) to seven (7) years of experience in industrial wastewater treatment and discharge including a detailed understanding of industrial wastewater sampling techniques and requirements, including at least two (2) in a supervisory capacity; or
- (C) Any equivalent combination of education and/or experience.

### Necessary Knowledge, Skills and Abilities:

- (A) Knowledge and understanding of environmental engineering, science, law, policy and practice related to industrial wastewater treatment and discharge.
- (B) Ability to plan and implement programs.
- (C) Familiarity with computers, including word-processing, spreadsheet, database, and other information systems and an ability to perform data analyses.
- (D) Strong written and oral communication skills.

## **SPECIAL REQUIREMENTS:**

Valid Massachusetts Class D Motor Vehicle Operators License.  
OSHA 40-hour training and confined space entry.

## **TOOLS AND EQUIPMENT USED:**

Mobile radio, telephone, personal computer, including word processing and other software, copy and fax machine.

## **PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



While performing the duties of this job, the employee is regularly required to walk, sit, talk or hear. The employee frequently is required to stand, use hands to finger, handle or feel and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; and smell.

The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, and the ability to adjust.

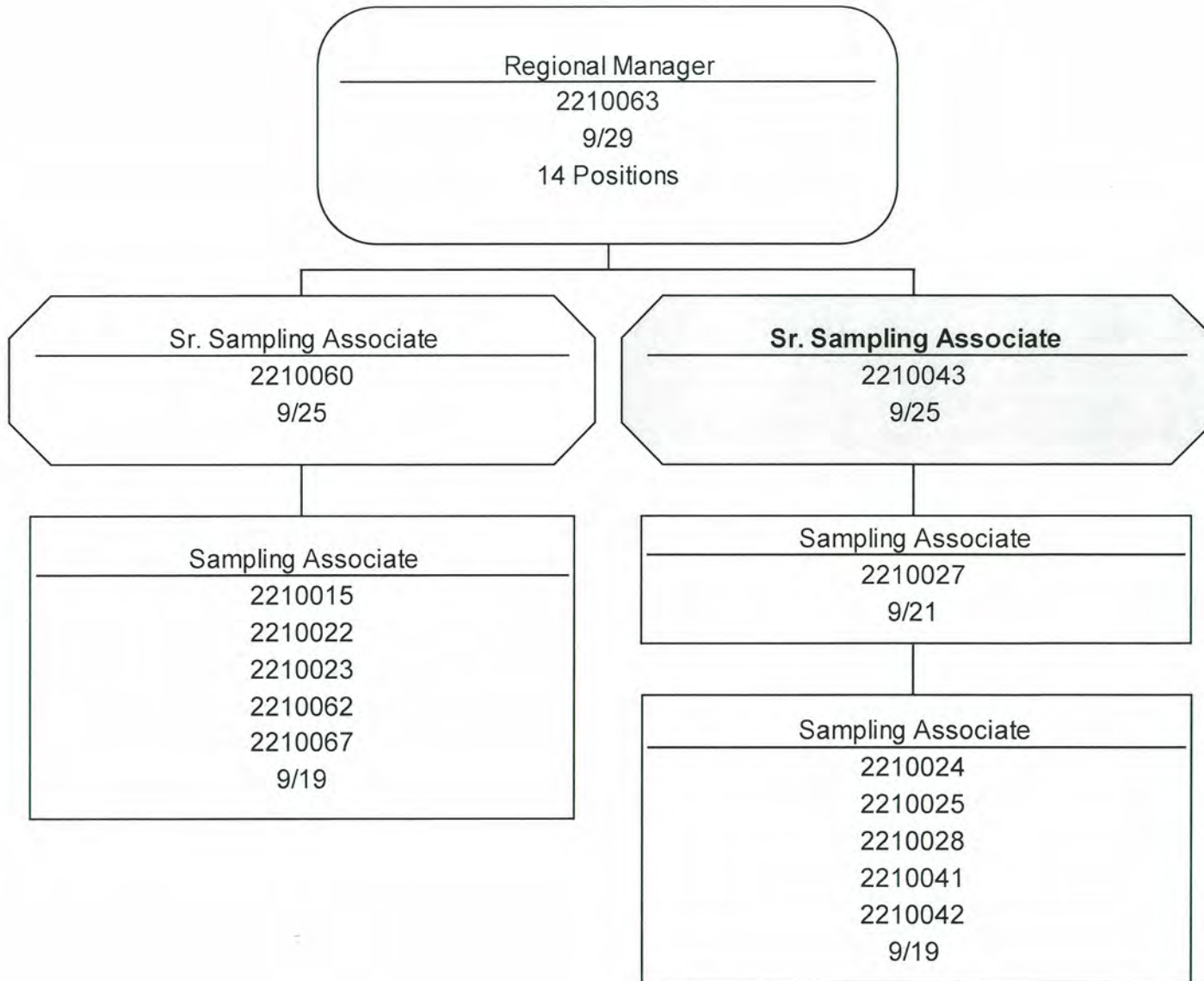
**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.


While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts and is occasionally exposed to wet and/or humid conditions. The employee occasionally works in high, precarious places and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and risk of electrical shock. Employee must be able to successfully complete Confined Space Entry training program.

The noise level in the work environment is usually loud in field settings, and moderately quiet in office settings.

TRAC  
TRAC Sampling Unit  
June 2014



## STAFF SUMMARY

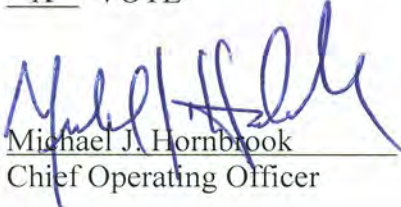
**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director   
**DATE:** June 4, 2014  
**SUBJECT:** Appointment of Senior Staff Engineer, Structural

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COMMITTEE: Personnel & Compensation

INFORMATION  
 VOTE

Anandan Navanandan, P.E., Chief Engineer  
John P. Vetere, Deputy Chief Operating Officer  
Robert G. Donnelly, Director, Human Resources  
Preparer/Title

  
Michael J. Hornbrook  
Chief Operating Officer

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### RECOMMENDATION:

To approve the appointment of Mr. Bhikhubhai S. Khalifa, P.E. to the position of Senior Staff Engineer, Structural (Unit 9/Grade 25), at the recommended salary of \$92,567.13, to be effective on a date to be determined by the Executive Director.

### DISCUSSION:

The position of Senior Staff Engineer, Structural, became vacant in January 2014 as a result of the retirement of the previous incumbent. This position provides structural engineering and project management for the Operations Division's capital and maintenance projects and technical services. This position also will perform 8(m) permit reviews and provide structural engineering support to the Engineering Unit. This position will manage specific projects, including the Prison Point and Cottage Farm Rehabilitation Project, and other related duties as they arise.

### Selection Process

This position was posted internally and externally and 10 candidates applied, all from outside the MWRA. Five candidates were selected for interview; one candidate declined the interview and another had a visa issue. The three remaining candidates were interviewed by a committee that included the Program Manager, Monitor and Compliance from the Affirmative Action and Compliance Unit, an Assistant Director, a Senior Program Manager, and a Program Manager of the Engineering Section. Upon completion of the interviews, Mr. Bhikhubhai S. Khalifa was selected as the best candidate to fill this position.

Mr. Khalifa has more than 30 years of structural engineering experience with water, wastewater, bridge, and building projects. During this 30-year period, Mr. Khalifa has gained extensive experience in structural engineering at engineering consultant firms working on public and

private projects. He has performed structural design for new structures and rehabilitation projects, including many MWRA facilities (South Boston CSO, Hultman Aqueduct Interconnections, BOS 019 CSO Storage Facility, and Deer Island Solar Installation, and others). He has extensive knowledge of codes and standards needed for this position.

Mr. Khalifa is a Massachusetts Registered Professional Engineer in both Civil and Structural. He holds a Bachelor of Engineering degree in Civil Engineering from Sardar Patel University.

**BUDGET/FISCAL IMPACT:**

There are sufficient funds in the FY14 CEB for this position. The recommended salary is in accordance with the current Unit 9 collective bargaining agreement.

**ATTACHMENTS:**

Resume of Bhikhubhai S. Khalifa  
Position Description  
Organization Chart

# **BHIKHUBHAI S KHALIFA, P.E., NBIS**

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## **SENIOR STRUCTURAL ENGINEER**

Talented Structural Engineer over **32 years** of experience in project planning, cost evaluation, complex analysis and structural designs of special structures including Waste Water Treatment Plants, Clean Water Treatment Plants, Ventilation Building, Underground Water Storage Tanks, Valve Vaults, pumping stations, valve control chambers, industrial, institutional, residential, and commercial structures, bridges (Highway, Railway, Pedestrian), tunnels, and waterfront structures. Handled complex and challenging projects from design stages to construction. Proven Team player that excels in maintaining strong relationships with staff, peers, and senior management, superior ability to resolve complex and unusual engineering problems in an efficient manner.

## **PROFESSIONAL SKILLS**

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### **Recent Waterfront Structures**

- Performed Analysis and design of various dry dock structures, transfer bridges, dolphins and explosive handling facilities for the Naval Projects.

### **Recent Environmental Structures**

- Design and Construction services for building structures including Engineer for Record:
  - North Dorchester Pumping Stations , Boston
  - Ventilation Building, Boston
  - Pennichuck Water Treatment Facilities (New water pumping station, wet well, and modifications.
  - Rehabilitation of Clinton Waste Water Treatment,
  - Sterling Water Tank, Newton Water Storage Tanks.
  - Deer Island Treatment Plant (Various task orders including Solar System)
  - Clinton Waste Water Treatment Plant, Repair and modifications.
  - Concord Waste Water Treatment Plant Rehabilitation, Concord, NH.
  - Union Park Detention/Treatment Facility Station, Boston
  - BOS019 CSO Storage Conduit
  - Morrissey Boulevard Drainage Improvement, Dorchester
  - Quincy Pump Facilities, MWRA , 26 MGD Pumping Station Replacement, Force Main Rehabilitation
  - Squantum Pumping Station, 7.5 MGD Pumping Station Replacement and Force Main Rehabilitation
  - Sterling Water Storage Tank, Sterling, MA . 1.2 MG underground water storage tank
  - Newton Water Tanks, Newton, MA . Repair and Rehabilitation.

### **Design Qualifications**

- Design and Analysis of Steel, Concrete and Prestressed Concrete highway Bridges, Railways Bridges and Pedestrian Bridges. Performed Seismic Analysis (Single Mode and Multi Mode Response Spectral analysis) and proposed retrofitting documents.
- Bridge Inspection and Rating Report using Vertis and Bar 7.
- Design of Underpinning and Jacking system for existing viaduct.
- Design Deep foundation including piles, mini-piles, caissons, slurry walls, secant walls.
- Prepared Geotechnical report including soil and liquefaction analysis for bridge foundations.
- Prepared Hydraulic and Hydrologic Reports, performed Scour Analysis and rip-rap design.
- Land Development, Urban Design and Planning, Zoning By-laws, Storm Drainage Design using TR55, TR20, Septic System and Leach Basin Design per Massachusetts Title 5 requirements.

### **PE Registrations**

MA, STRUCTURAL, 1994, 38361  
MA, CIVIL, 1989, 34734  
Confined Space OSHA / MWRA for Steel Bridges

### **Certifications**

NBIS #130055, 2006  
FC #FHWA-NHI-130078, 2011  
FHWA-NHI-130078 Fracture Critical Inspection  
NHI 130055 Safety Inspection of In-Service Bridge

## PROFESSIONAL EXPERIENCES

### **Green International Affiliates, Inc., Westford, MA**

2012 –Present

#### **(Sr. Structural Engineer)**

- Responsible for design and project management of various task orders for MWRA.
- Responsible for Inspection, Evaluation, Management, Analysis and Design of various highway and railway bridge structures for MassDOT, RIDOT, and MBTA . Performed seismic analysis, final design and construction drawings using ASD, LFD and LRFD.
- Responsible for the designing of temporary shoring support for the underpinning and jacking of existing bridge.
- Performed bridge rating calculations for MassDOT highway bridges, MBTA railway bridges and RIDOT bridges using VIRTIS, BAR7 and STAAD computer programs.
- Performed structural evaluation report and scoping study report

### **Fay Spofford and Thorndike, Inc., Burlington, MA**

1996 – 2011

#### **(Sr. Structural Engineer)**

- Responsible for project management, Construction supervision of structural design of various Sewage Treatment Plants, Water Treatment Plants and various design task for Deer Island Treatment Plant including Solar System.
- Responsible for Inspection, Evaluation, Management, Analysis and Design of various bridge structures and Tunnels. Performed seismic analysis, final design and construction drawings for the tunnels, boat sections, highway and railway bridges.
- Designed caissons, mini-piles, abutments, slurry walls and bridges and tunnels for the MPA (Terminal Area Roadways, Logan 2000), and CAT (D0017A1, D0017A6, D007D, VJ004, D008A5 and D008A1) as per AASHTO, AREMA, AISC and ACI using GTSTRUDL and spread sheets.
- Responsible for the designing of Sign Supports Frame for various type of sign supports.
- Responsible for the designing of temporary support frame and erection sequences to install box girders (Tubs) and plate girders for the viaduct and railway bridge.
- Responsible for the designing of temporary shoring support for the underpinning and jacking of existing and new box girder viaducts.

### **Maguire Group, Inc., Foxborough, MA**

1994 – 1996

#### **(Sr. Structural Engineer)**

- Performed seismic analysis, design and prepared construction drawings for the tunnels, boat sections, railway bridges, highway bridges (prestressed structures, box girders and precast structures)
- Foundation design (caisson, deep soil mix) for the Mass Highways, WRA, and CAT as per AASHTO, AREMA, AISC and ACI using GTSTRUDL, STAAD-III, BSDI, GEOMATH and spread sheets.
- Performed seismic analysis and design including **Multi-Mode Response Spectrum Analysis** for the bridges. Performed highway design including layout, cross-section, profile, and drainage.
- Prepared Hydraulic Study Report and Geotechnical Report including Soil Liquefaction Analysis. Performed scour analysis and scour protection design.

### **Mistry Associates, Inc., Boston, MA**

1989-1994

#### **(Sr. Structural/Civil Engineer on the CA/T Project)**

- Performed structural design of buildings including the ventilation, administration and Pump Station Building and review of SDC design submittal.
- Prepared INDEPENDENT STRUCTURAL ENGINEERING REVIEW REPORT for the various buildings as per MSBC requirements.
- At MAI's home office, performed various structural related tasks associated with the bridge inspection, bridge rating analysis, bridge design, and Multistory buildings and foundations design including seismic analysis and design as per AASHTO and State Building Code.

### **K.D. and Associates, Inc., Waltham, Ma**

1988-1989

#### **(Civil/Structural Engineer)**

Stone & Webster Engineering Corp., Boston, MA (Designer)	1986-1988
MassDOT, Boston, MA (Civil Engineer)	1985-1986
Stone & Webster Engineering Corp., Boston, MA (Designer)	1982-1985

#### **EDUCATION**

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- Master of Science in Structural Engineering (IN PROCESS)
- Northeastern University, Boston, Massachusetts
- Bachelor of Science (Major Structural) Engineering (1981)
- B.V.M. Engineering Institute of S.P. University, Bombay, India.
- Certificates of Professional Achievement (form BOCA) in Seismic Design (1991)

**REGISTRATION:** Registered Professional Engineer, MA. (CIVIL and STRUCTURAL)

**MWRA  
POSITION DESCRIPTION**

**POSITION:** Senior Staff Engineer, Structural  
**PCR#:** 5525030  
**DIVISION:** Operations  
**DEPARTMENT:** Engineering & Construction

**BASIC PURPOSE:**

Provides structural engineering and project management for Operations Division capital and maintenance projects and technical services.

**SUPERVISION RECEIVED:**

Works under the general supervision of a Senior Program Manager/Engineering and Construction.

**SUPERVISION EXERCISED:**

Exercises close supervision and direction to engineers and drafters on assigned projects.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Performs in-house planning, design, and management of various water, wastewater, and facilities repair, improvement and replacement projects, and in the investigation and resolution of construction and operations issues.
- Provides structural engineering support to the operating departments for the operations and maintenance programs of division facilities.
- Provides review and comments on 8(m) permit applications prepared by owners and/or consultants.
- Participates in the design of in-house projects including development of project plans, specifications, cost estimates and schedules.
- Maintains organized and detailed central files on assigned projects.



- Establishes design criteria and applicable code requirements and performs analytical calculations for assigned work.
- Develops procedures to ensure safe and efficient operations, maintenance and testing practices.
- Provides technical review of consultant prepared reports and design projects, contractor shop drawings and O&M manuals.
- Participates in the preparation of standard specifications.
- Participates in field investigations in order to verify and obtain information on existing facilities, structures, systems and equipment.
- Supervises and manages junior professional staff, including assignment of tasks and evaluation of performance, as assigned.
- Prepares equipment and material quantity takeoffs for cost estimates.

**SECONDARY DUTIES:**

- Performs other related duties as required.

**MINIMUM QUALIFICATIONS:**

Education and Experience:

- (A) Knowledge of principles of and practices of structural engineering as normally attained through a four (4) year college program in structural engineering or a related field; and
- (B) Demonstrated knowledge of water and wastewater treatment plant, pump station, and pipeline design and construction as acquired through six (6) to eight (8) years of experience, of which two (2) years must include supervisory experience; or

Necessary Knowledge, Skills and Abilities:

- (A) Knowledge of structural engineering work as related to water and wastewater infrastructure and facilities design required.
- (B) Knowledge of codes and standards such as ACI, AISC, PCA, PCI, BOCA, AASHTO, AREA, OSHA, Mass. State Building and Highway codes, NETWPCC, ASCE and WEF Manual of Practice required.

- (C) Proficiency with personal computers and knowledge of word processing, spreadsheets and engineering applications software required.
- (D) Understanding of and experience with CADD systems preferred.
- (E) Excellent interpersonal, oral and written communication skills are required.

**SPECIAL REQUIREMENTS:**

Massachusetts Registered Professional Engineer license preferred.

Engineer-in-Training certificate required.

**TOOLS AND EQUIPMENT USED:**

Office machines as normally associated with the use of telephone, personal computer including word processing and other software, copy and machines.

**PHYSICAL DEMANDS:**

The physical demands described are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee is frequently required to use hands to finger, handle or operate objects, including office equipment, controls and reach with hands and arms. The employee is occasionally required to stand and walk.

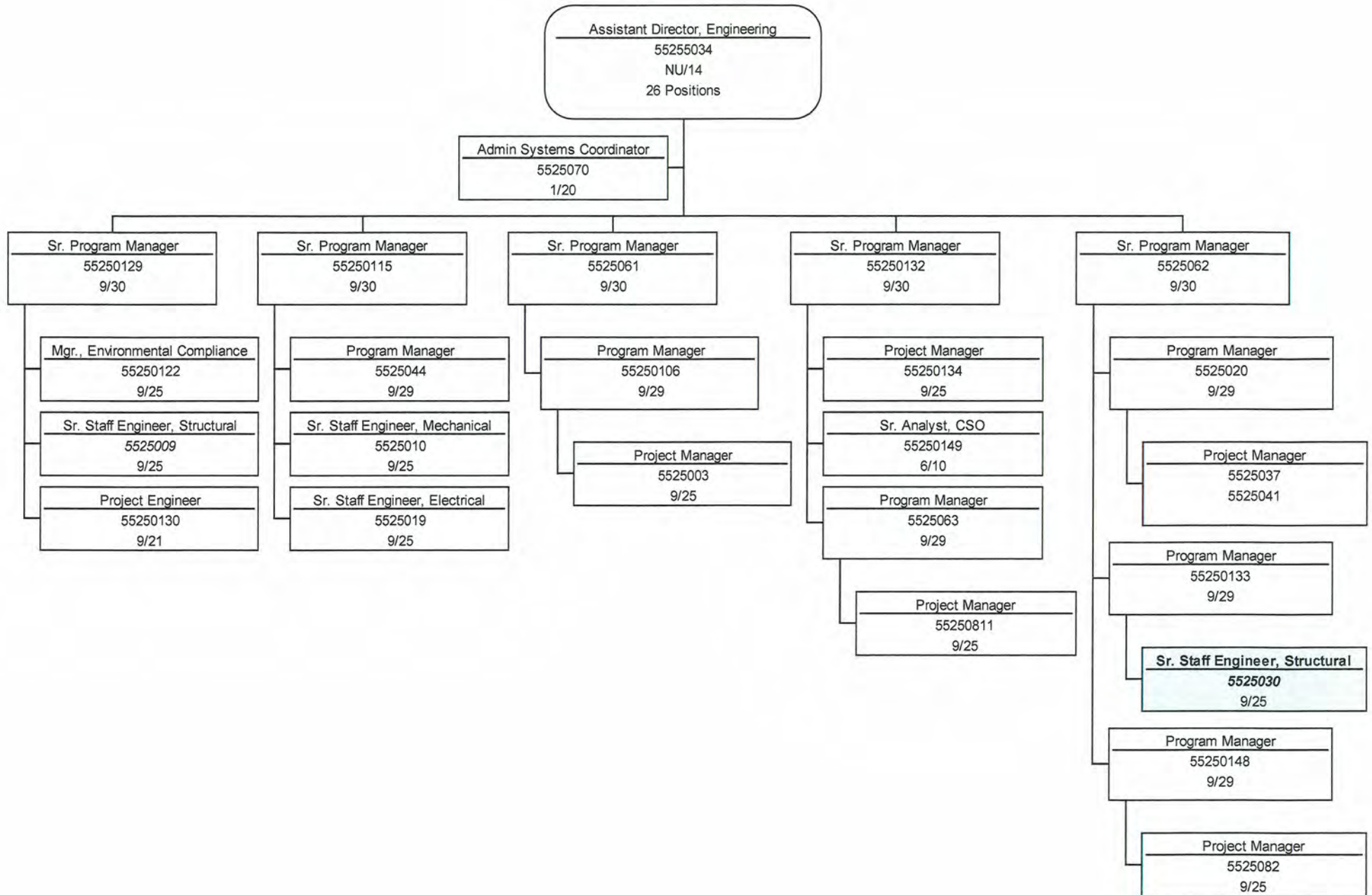
The employee may occasionally be required to lift and/or move up to ten pounds. Specific vision abilities required by this job include close vision, distance vision, depth perception, peripheral vision and the ability to adjust focus.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those employee encounters while performing the essential functions of this job. There are no specific environmental conditions noted.

The noise level in the work environment is usually loud in a field setting and moderately quiet in an office setting.

**Engineering & Construction  
Engineering**  
June 2014





# MASSACHUSETTS WATER RESOURCES AUTHORITY

Charlestown Navy Yard  
100 First Avenue, Building 39  
Boston, MA 02129

Frederick A. Laskey  
Executive Director

Telephone: (617) 242-6000  
Fax: (617) 788-4899  
TTY: (617) 788-4971

## **BOARD OF DIRECTORS' MEETING**

to be held on

Wednesday, June 4, 2014

Location: 100 First Avenue, 2nd Floor  
Charlestown Navy Yard  
Boston, MA 02129

Time: 1:00 p.m.

*Chairman:* R. Sullivan  
*Vice-Chair:* J. Carroll  
*Secretary:* J. Foti  
*Board Members:*  
J. Barrera  
K. Cotter  
P. Flanagan  
A. Pappastergion  
B. Swett  
H. Vitale  
J. Walsh  
J. Wolowicz

## **AGENDA**

### **I. APPROVAL OF MINUTES**

### **II. REPORT OF THE CHAIR**

### **III. REPORT OF THE EXECUTIVE DIRECTOR**

### **IV. BOARD ACTIONS**

#### **A. Approvals**

1. MWRA FY15 Insurance Program Renewal (ref. AF&A A.1)
2. Wastewater Advisory Committee Contract (ref. WW A.1)
3. Water Supply Citizens Advisory Committee Contract (ref. W B.1)
4. Emergency Water Supply Agreement with Town of Hudson (ref. W B.2)
5. Local Water System Assistance Program – Approval of Water Loan Program Guidelines Revision for Town of Winthrop (ref. W B.3)
6. PCR Amendments – June 2014 (ref. P&C A.1)
7. Appointment of Assistant Director, Construction (ref. P&C A.2)

8. Appointment of Manager of Treatment and Transmission (ref. P&C A.3)
9. Appointment of Senior Sampling Associate, Toxic Reduction and Control (ref. P&C A.4)
10. Appointment of Senior Staff Engineer, Structural (ref. P&C A.5)

**B. Contract Awards**

1. Janitorial Services at Janitorial Services at MWRA's Western Facilities: S.J. Services, Inc., WRA-3848Q (ref. AF&A B.1)

**C. Contract Amendments/Change Orders**

1. Preliminary Design and Owner's Representative Services for the Spot Pond Storage Facility: Camp Dresser & McKee, Inc., Contract 7233, Amendment 1 (ref. W C.1)

**V. CORRESPONDENCE TO THE BOARD**

**VI. OTHER BUSINESS**

**VII. EXECUTIVE SESSION**

**A. Litigation**

1. MWRA Entry Upon Private Property - Cambridge CSO Contract 9

**VIII. ADJOURNMENT**

MASSACHUSETTS WATER RESOURCES AUTHORITY

**Meeting of the Board of Directors**

**May 14, 2014**

A meeting of the Board of Directors of the Massachusetts Water Resources Authority was held on May 14, 2014 at the Authority headquarters in Charlestown. Chairman Sullivan presided. Present from the Board were Ms. Wolowicz and Messrs. Barrera, Carroll, Cotter, Foti, Pappastergion, Swett, Vitale and Walsh. Mr. Flanagan was absent. Among those present from the Authority staff were Frederick Laskey, Executive Director, Steven Remsberg, General Counsel, Michael Hornbrook, Chief Operating Officer, Rachel Madden, Director of Administration and Finance, John Vetere, Deputy Chief Operating Officer, David Duest, Director, Deer Island Treatment Plant, and Bonnie Hale, Assistant Secretary. The meeting was called to order at 1:05 p.m.

**APPROVAL OF MINUTES**

Upon a motion duly made and seconded, it was

Voted to approve the minutes of the Board of Directors' meeting of April 16, 2014, as presented and filed with the records of the meeting.

**REPORT OF THE EXECUTIVE DIRECTOR**

Mr. Laskey handed out and discussed the monthly update on co-digestion, and reported on a letter from the Town of Winthrop seeking early release of its remaining funds in MWRA's Local Water System Assistance Program to complete an important water main replacement project.

BOARD ACTIONS

APPROVALS

Bond Defeasance of Future Debt Service

Upon a motion duly made and seconded, it was

Voted to authorize the Executive Director or his designee, on behalf of the Authority, to enter into, execute and deliver all necessary agreements and other instruments and to take such other actions necessary to effectuate the redemption and defeasance of an aggregate principal amount of approximately \$27,220,000 of outstanding MWRA senior bonds including to cause the escrow of cash and/or securities in an amount necessary to fund such redemption and defeasance, in order to reduce the debt service requirement by approximately \$31,273,400 in the FY15 through FY18 timeframe.

Memorandum of Understanding and Financial Assistance Agreement with BWSC for Implementation of CSO Control Projects, Amendment 14, and Progress of BWSC-Implemented CSO Projects and Projected Financial Assistance through December 2014

Upon a motion duly made and seconded, it was

Voted to authorize the Executive Director, on behalf of the Authority, to execute Amendment 14 to the Memorandum of Understanding and the Financial Assistance Agreement with Boston Water and Sewer Commission for Implementation of CSO Control Projects, increasing the award amount by \$3,143,982.04 from \$289,451,416.24 to \$292,595,398.28.

Wilmington Water Supply Continuation Agreement

Upon a motion duly made and seconded, it was

Voted to authorize the Executive Director, on behalf of the Authority, to execute a ten-year Water Supply Continuation Agreement with the Town of

Wilmington, substantially in the form presented and filed with the records of the meeting.

Renewal of Employment Contract, Administrative Assistant, Clinton Wastewater Treatment Plant

Upon a motion duly made and seconded, it was

Voted to approve the renewal of a part-time employment contract with Ms. Jane Densmore, Administrative Assistant at the Clinton Wastewater Treatment Plant, for a period of one year, from July 1, 2014 to June 30, 2015, at the current hourly rate of \$21.75, for an annual compensation amount not to exceed \$22,620.

Appointment of Program Manager, Environmental Quality Department

Upon a motion duly made and seconded, it was

Voted to approve the Executive Director's recommendation to appoint Douglas Hersh, PhD to the position of Program Manager, Environmental Quality Department (Unit 9, Grade 29), at an annual salary of \$99,318.82, to be effective May 17, 2014.

CONTRACT AWARDS

Valve and Piping Replacements at Various Facilities – Deer Island Treatment Plant: Carlin Construction Co., Contract 7275

Upon a motion duly made and seconded, it was

Voted to approve the award of Contract 7275, Valve and Piping Replacements, Various Facilities, Deer Island Treatment Plant, to the lowest responsible and eligible bidder, Carlin Contracting Co., Inc., and authorize the Executive Director, on behalf of the Authority, to execute and deliver said contract in the bid amount of \$16,960,425, for a contract term of 1,095 calendar days from the Notice to Proceed.



Northern Intermediate High, West Street Transmission Main – Reading: P. Caliacco Corp., Contract 7066

Upon a motion duly made and seconded, it was

Voted to approve the award of Contract 7066, Northern Intermediate High, West Street Transmission Main - Reading, to the lowest responsible and eligible bidder, P. Caliacco Corp. and to authorize the Executive Director, on behalf of the Authority, to execute and deliver said contract in the bid amount of \$1,565,357, for a contract term of 180 calendar days from the Notice to Proceed.

EXECUTIVE SESSION

It was moved to enter executive session to discuss real estate, security and collective bargaining.

Upon a motion duly made and seconded, it was, upon a roll call vote in which the members were recorded as follows:

<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Barrera		
Carroll		
Cotter		
Foti		
Pappastergion		
Swett		
Vitale		
Walsh		
Wolowicz		
Sullivan		

Voted to enter executive session to discuss collective bargaining and to consider the purchase, exchange, lease or value of real property in that such discussion in open session may have a detrimental effect on the negotiating and bargaining positions of the Authority, and to discuss the deployment of security personnel or devices, or strategies with respect to security.

It was stated that the meeting would return to open session solely for the consideration of adjournment.

\* \* \* \*

EXECUTIVE SESSION

\* \* \* \*

The meeting returned to open session at 1:45 p.m. and adjourned.

DRAFT