

Posted 5/15/26, 7:00am



MASSACHUSETTS WATER RESOURCES AUTHORITY

Deer Island
33 Tafts Avenue
Boston, MA 02128

Stephen Estes-Smargiassi
Executive Director

Chair: R. Tepper

Vice-Chair: A. Pappastergion

Secretary: B. Peña

Board Members:

P. Flanagan

J. Foti

B. Swett

L. Taverna

H. Vitale

J. Walsh

P. Walsh

J. Wolowicz

COMMITTEE OF THE WHOLE

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HEARINGS ON THE DRAFT FINAL FY2027 CAPITAL IMPROVEMENT PROGRAM AND CURRENT EXPENSE BUDGET

Date: Wednesday, May 20, 2026

Time: 12:30pm

Location: Deer Island Reception/Training Building, 1st Floor
33 Tafts Avenue – Favaloro Meeting Room
Boston, MA 02128

Photo ID required for entry.

The meeting will also be held remotely on Webex.

Webex meeting link (registration required)

<https://mwra.webex.com/weblink/register/r7b2c6bb1c6f8b2e49cc95ef7c19e7c66>

Webinar number: 2341 161 2427

Password: 052026

AGENDA

- Advisory Board Integrated Comments and Recommendations on the MWRA's Proposed FY2027 CIP and CEB (Presentation)
- MWRA's FY2027 Draft Final Budget Development Update (Presentation)



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BOARD OF DIRECTORS' MEETING

Telephone: (617) 242-6000
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Date: Wednesday, May 20, 2026
Time: Immediately following the Committee of the Whole
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AGENDA

- I. APPROVAL OF MINUTES
- II. REPORT OF THE CHAIR
- III. REPORT OF THE EXECUTIVE DIRECTOR
- IV. ADMINISTRATION, FINANCE AND AUDIT
 - A. Information
 1. Delegated Authority Report – April 2026
 2. FY2026 Financial Update and Summary as of April 2026
 - B. Approvals
 1. Bond Defeasance of Future Debt Service (Materials to Follow)
 2. MWRA FY27 Insurance Program Renewal
 - C. Contract Amendments/Change Orders
 1. Infor/Lawson Enterprise Resource Planning Consultant: McInnis Consulting Services, Inc., Bid WRA-5470Qq, State Contract ITS77 Category 2B, Amendment 2
- V. WASTEWATER POLICY AND OVERSIGHT
 - A. Contract Awards
 1. Struvite, Sludge, Scum and Grit Removal Services: Moran Environmental Services, Purchase Order Contract WRA-5775
 - B. Contract Amendments/Change Orders
 1. Siphon and Junction Structure Rehabilitation Design and Engineering Services During Construction: Kleinfelder Northeast, Inc., Contract 6224, Amendment 2

VI. WATER POLICY AND OVERSIGHT

A. Approvals

1. Emergency Water Supply Agreement with the Town of Wayland
2. Town of Burlington and Town of Reading Renewal of Water Supply Continuation Agreements

B. Contract Amendments/Change Orders

1. Shaft 5 Building Improvements Design and Engineering Services During Construction: Kleinfelder Northeast, Inc., Contract 7599, Amendment 2

VII. PERSONNEL AND COMPENSATION

A. Approvals

1. PCR Amendments – May, 2026
2. Appointment of Caitlin Hunt, Manager, Process Control

VIII. CORRESPONDENCE TO THE BOARD

IX. OTHER BUSINESS

A. Executive Director Position

1. Preliminary Screening Committee Update
2. Position Profile; Salary Range **(VOTE)** (Materials to Follow)

X. EXECUTIVE SESSION

A. Real Estate

1. To Consider the Purchase, Exchange, Lease or Value of Real Property **(VOTE)** (Materials to Follow)

B. Litigation

1. To Discuss Strategy with Respect to Litigation (Verbal)

XI. ADJOURNMENT

A meeting of the Massachusetts Water Resources Authority (MWRA) Board of Directors was held on April 15, 2026 at MWRA Headquarters at Deer Island, Boston, and via remote participation.

Chair Tepper presided from MWRA Headquarters. Board Members Flanagan, Foti, Pappastergion, Peña, Swett, Taverna, Vitale, Jack Walsh, Patrick Walsh and Wolowicz also participated at MWRA Headquarters.

MWRA Executive Director Frederick Laskey; General Counsel Carolyn Francisco Murphy; Chief Operating Officer Kathleen Murtagh, Deputy Chief Operating Officers Stephen Cullen and Rebecca Weidman; Finance Director Thomas Durkin; Administration Director Michele Gillen; President of United Steel Workers of America Local 9360 Unit 6 and MWRA Capital Finance Manager Sean Cordy; Budget Director Michael Cole; Energy Manager Kristen Patneau; Senior Program Manager Kristen Hall; Program Manager David Granados; Planning and Sustainability Director Stephen Estes-Smargiassi; Acting Tunnel Program Director Paul Savard; Associate General Counsel Angela Atchue; Chief of Staff Katie Ronan; Technical Support Manager Michael Curtis; and Assistant Secretary Kristin MacDougall were among the staff in attendance at MWRA Headquarters.

Vandana Rao, EEA and Matt Romero and Richard Raiche, MWRA Advisory Board, attended at MWRA Headquarters. Donna Laskey, Jack Laskey and Helen Pappastergion also attended at MWRA Headquarters.

Chair Tepper called the meeting to order at 1:05pm.

ROLL CALL

MWRA General Counsel Francisco Murphy took roll call of Board members in attendance. The Chair announced that the meeting was being held at MWRA Headquarters and virtually, via a link posted on MWRA’s website. She added that the meeting was being recorded, and the agenda and meeting materials were available on MWRA’s website.

APPROVAL OF MARCH 18, 2026 MINUTES

A motion was duly made and seconded to approve the minutes of the Board of Directors’ March 18, 2026 meeting.

Chair Tepper asked if there was any discussion or questions from the Board. Hearing none, she requested a roll call vote in which the members were recorded as follows:

<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Tepper		
Flanagan		
Foti		
Pappastergion		
Peña		

Yes No Abstain
Swett
Taverna
Vitale
J. Walsh
P. Walsh
Wolowicz

(ref. I)

REPORT OF THE CHAIR

Chair's Report

Secretary Tepper reported that the Massachusetts Senate was currently considering the Mass Ready Bill, which is the environmental bond bill for the state. (ref. II.A)

Recognition of Frederick A. Laskey's Service as MWRA Executive Director

Chair Tepper offered remarks in honor of MWRA Executive Director Fred Laskey's last Board of Directors' meeting before his retirement on May 8, 2026:

For the last 25 years, Fred Laskey has successfully led the MWRA as a well-respected public authority providing drinking water and wastewater treatment for 3.1 million people in eastern and central Massachusetts. With an operating budget of over \$900 million, and a \$200 million annual capital improvement plan, and an organization of 1,200 employees, Fred has overseen capital construction projects related to the clean-up of Boston Harbor and CSO programs along with the Charles, Mystic and Neponset Rivers.

Under Fred's leadership, MWRA has been recognized nationally for its sustainability and renewable energy initiatives, including wind, solar, hydro and methane. MWRA has also become nationally known for its tracking of COVID-19 in wastewater at Deer Island. And remaining true to his roots, Fred takes great pride in having maintained MWRA's strong financial position and credit rating.

In his over three decades in public service to the Commonwealth, Fred has served in multiple leadership roles in both the Weld and Cellucci Administrations, including as Revenue Commissioner and Secretary of Administration and Finance. Before joining MWRA, Fred served as the Commissioner of the Massachusetts Department of Revenue and served as Secretary of Administration and Finance from 1998-1999. Fred is the Chair of the Water Supply Protection Trust and the Boston Harbor Islands Partnership.

Fred has devoted most of his life to public service, and we are deeply grateful for his leadership. His legacy of environmental stewardship will benefit communities in the Commonwealth for generations to come. The people of Massachusetts are so fortunate to have had you at the helm of MWRA over the last 25 years. You are a dream public servant: creative, practical, committed to the mission and to your team. I know everybody here will miss you. I know this Board will miss you, and we want to thank you for your service and for being such a darn nice guy.

Special Citation from Governor Healey and Lieutenant Governor Driscoll

Chair Tepper then presented Mr. Laskey with a commemorative award and announced that Governor

Healey and Lieutenant Governor Driscoll have issued a special citation:

On behalf of the residents of Massachusetts, I am pleased to confer upon you this Governor's Citation in recognition of your over three decades of public service to the Commonwealth. From your early start as Senior Deputy Commissioner of the Department of Revenue, to joining Governor Cellucci's Cabinet in 1998 as Secretary of Administration and Finance, to becoming Commissioner of the Department of Revenue, to your service as MWRA Executive Director, we are grateful for your incredible and lasting contributions to our state. In particular, over the last 25 years your leadership of MWRA has meaningfully impacted the water resources of Massachusetts, with your advocacy, passion, and guidance transforming the harbor, along with delivering high-quality drinking water and ensuring protection of the Authority's vital water and wastewater infrastructure. We thank you and wish you all the best in the years to come.

This Fifteenth Day of April in the year 2026. (ref. II.B)

March 6, 2026, letter from Chris Redfern on behalf of Friends of the Fells regarding the approaching retirement of MWRA Executive Director Frederick A. Laskey

Next, Vice Chair Pappastergion noted a March 6, 2026 letter to the Board from Chris Redfern on behalf of the Friends of the Middlesex Fells Reservation providing examples of the collaboration between MWRA and the Friends of the Fells under Mr. Laskey's leadership, and quoted the letter in part:

As the retirement of Executive Director Frederick A. Laskey approaches, on behalf of the Friends of the Middlesex Fells Reservation I wish to express our immense admiration and gratitude to Director Laskey for his 25 years of stewardship of MWRA activities within the Fells.... In 2010 Director Laskey wrote that the MWRA mission was 'to provide a safe and uninterrupted water supply to the residents of our member communities and to facilitate a safe environment for those walking and hiking near or on waterworks land.' ... Along with this dual mission, Director Laskey has also recognized the need to take care of what makes the Fells so extraordinarily rugged, beloved, and important.

Mr. Pappastergion thanked the Friends of the Fells for their kind words and noted that MWRA looked forward to continued collaboration. (ref. II.C/VIII)

Renaming of the Spot Pond Covered Storage Tanks and Pump Station in Stoneham, Massachusetts the "Frederick A. Laskey Covered Storage and Pump Station" (VOTE)

Mr. Pappastergion presented photos of the Spot Pond Covered Storage Facility and Pump Station in Stoneham and described the facility's capacity, components, operations and history. He explained that the facilities are critical to MWRA's water system, providing additional covered water storage and pressure stabilization for the Northern Low Service area including Somerville, Malden, Medford, Everett, Chelsea, Charlestown, Brighton and East Boston as well as pumping redundancy for 21 communities in the Northern High and Northern Intermediate High service areas. Mr. Pappastergion discussed how the Spot Pond storage site was landscaped with specially selected local plant species to create an upland meadow for passive recreation. He also noted that the meadow also serves as a connection point to a large public access trail network and represents the first addition of open space to the Fells since its creation. He also presented an artist's rendering of the Frederick A. Laskey Covered Storage and Pump Station facility.

Mr. Pappastergion duly moved that the Board of Directors adopt the following resolution and action:

Whereas, after serving in leadership roles in the Weld and Cellucci Administrations, on June 1, 2001, Frederick A. Laskey joined the Massachusetts Water Resources Authority as Executive Director, beginning a 25-year tenure as the longest serving Executive Director in the Authority’s history; and

Whereas, Mr. Laskey has provided strong leadership in support of the Authority’s critical operations, invested in watershed protection, prioritized attention to security, empowered workforce development, promoted public access, and championed sustainability, resiliency and mitigating the impacts of climate change; and

Whereas, Mr. Laskey has overseen \$4.3 billion of capital spending to ensure reliability and redundancy of the water system, improve conveyance in the wastewater system, and continue critical maintenance at Deer Island and reduce CSOs; and

Whereas, Mr. Laskey maintained the Authority’s strong credit rating and financial position while issuing \$12.2 billion in Bonds; and

Whereas, Mr. Laskey has performed his public service to both the Commonwealth and the customer communities of the MWRA Service Area with the utmost professionalism and integrity; and

Whereas, the Spot Pond Covered Storage Tank and Pump Station consists of two 10-million-gallon tanks that both protect drinking water from potential contamination and provide supply in the event of emergency, as well as additional pumping capacity that provides redundancy to the 21 communities served by the Northern High and Northern Intermediate High pressure zones, which was part of a larger initiative championed by Mr. Laskey to provide complete covered storage throughout the MWRA water system. Now therefore, in recognition of Mr. Laskey’s leadership and service, that the Board of Directors of the Massachusetts Water Resources Authority approve the renaming of the Spot Pond Covered Storage Tank and Pump Station in Stoneham, Massachusetts the “Frederick A. Laskey Covered Storage and Pump Station.”

The motion was duly seconded.

Chair Tepper asked if there was any discussion or questions from the Board. Hearing none, she requested a roll call vote in which the members were recorded as follows:

<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Tepper		
Flanagan		
Foti		
Pappastergion		
Peña		
Swett		
Taverna		
Vitale		
J. Walsh		
P. Walsh		
Wolowicz		

(ref. II.D)

MWRA Executive Director Fred Laskey described how the Laskey (formerly Spot Pond) Facility was developed and designed to strengthen water system security, and how MWRA worked with local advocates to identify appropriate sites, noting that the Facility replaces a parking garage. Mr. Laskey acknowledged the impacts that infrastructure projects can have on local residents and ratepayers and described his experience with the challenging public outreach process for the Spot Pond project, noting the support of then-State Senator Katherine Clark at a public meeting. Finally, he expressed his gratitude to Board members for their participation in the Authority's decision-making processes, and thanked MWRA staff. (ref. III)

MWRA Staff Remarks

Michele Gillen, MWRA Director of Administration, spoke on behalf of MWRA's non-union managers. She welcomed Mrs. Laskey to the meeting and noted that Mr. Laskey had attended approximately 300 Board of Directors' meetings during his time at the Authority. Ms. Gillen reflected on some of MWRA's key accomplishments under Mr. Laskey's leadership, including long-term financial stability; predictable and sustainable rates; significant reductions in Combined Sewer Overflows ("CSOs") including through the Dorchester Tunnel project; and the implementation of water system redundancy. She also noted Mr. Laskey's dedication to MWRA's core mission, the environment, and public health. Ms. Gillen then discussed staff's appreciation for his unwavering commitment to the Authority's values, including a diverse workforce, meaningful dialogues, and inclusive work environments, noting the significance of Mr. Laskey's incorporation of such values into MWRA's Five-Year Business Plan. She affirmed that staff would carry on MWRA's mission and the values that he exemplified. Finally, she described Mr. Laskey's genuine concern for staff and their families and presented him with a photograph of the Quinapoxet River. There was brief discussion about the Quinapoxet Dam removal project.

Next, Sean Cordy, President of United Steel Workers of America Local 9360 Unit 6 and MWRA Capital Finance Manager, discussed how Mr. Laskey consistently made it clear that good labor relations were key to MWRA's success; was always open to talk; and willing to thoroughly address issues. He explained that while he and Mr. Laskey didn't always agree, Mr. Laskey listened with an open mind and did what he could. Mr. Cordy expressed regret for not taking more advantage of Mr. Laskey's open-door policy, and hope that the next Executive Director will follow his example of prioritizing Union relations. He described how many employees begin working out of financial necessity and ultimately develop long-term, fulfilling careers, which is a testament to how staff are treated at MWRA. Mr. Cordy thanked Mr. Laskey for his many contributions, which make staff proud to work at the Authority, and noted that his tremendous legacy will continue for decades or even centuries through the many projects and programs that he has approved. Finally, on behalf of Unit 6, Mr. Cordy thanked Mr. Laskey for everything he has done for Union members and the community and wished him a long and happy retirement. (ref. II.B)

REPORT OF THE EXECUTIVE DIRECTOR

Mr. Laskey noted that the Board had awarded 300 contracts during his tenure, including 127 for water projects, 87 for wastewater, 61 for the Deer Island Treatment Plant ("DITP") and 25 for CSOs. He discussed how MWRA's complex and difficult projects are able to move forward because of MWRA's good financial standing. Mr. Laskey also explained that he was recruited in part to improve the Authority's finances, and asked Board members and staff to keep the importance of MWRA's financial health in mind for the future, noting some upcoming heavy cost burdens.

Next, Mr. Laskey highlighted some favorite recent projects including the McLaughlin Fish Hatchery Pipeline, renewable energy initiatives, and Quinapoxet Dam Removal. He discussed how the events of September 11, 2001 prompted significant changes to MWRA's operations and security procedures; and other challenging times such as the 2016 Nut Island fire and 2015 "Snowmageddon." Mr. Laskey briefly noted CSO control and advised that the needs of all MWRA's customer communities must be kept in mind because their assessments fund most of the Authority's projects and operations. He also discussed some collaborative projects with other state agencies such as the Watershed Protection program and storm drain diversions.

Mr. Laskey then noted the high level of professionalism consistently demonstrated by MWRA staff, many of whom had worked under past Executive Directors Paul Levy and Douglas MacDonald. He remarked on how staff rise to the occasion and run toward, rather than away from the fire despite various pressures, and thanked them for all they have done.

Mr. Laskey also reflected on the late past Board Chair John Carroll and advised that he believes it would be a mistake to change the Board's current makeup of 11 members, which has proven to work well since MWRA was established. He thanked Board members for their many contributions to the Authority, their friendship, and for holding him to a high standard.

Finally, he thanked his wife, Mrs. Donna Laskey, for her support throughout his career, including the many late nights he spent addressing water main breaks earlier in his career, noting that such events now take place much less frequently due to MWRA's infrastructure and maintenance improvements.

MWRA Advisory Board Chair's Remarks

On behalf of the MWRA Advisory Board, its Chair Richard Raiche congratulated Mr. Laskey and thanked him for keeping customer communities and ratepayers at the forefront. He discussed the Advisory Board's advocacy for MWRA's member communities and its role of providing input on budgets and policy. Finally, Mr. Raiche noted that Mr. Laskey's legacy will live on through MWRA's brick and mortar facilities and the Authority's transparent, professional staff, and thanked him for his leadership.

Mr. Laskey described ongoing challenges surrounding the Draft Updated CSO Control Plan and noted that in his view much of MWRA's success is because everything that was built was worth its design and worth what was expected to pay. He expressed concern about potential outcomes of making financial and technical decisions in reaction to pressures, calling for calm and the implementation of the best plan possible going forward.

Finally, Mr. Laskey thanked Chair Tepper and noted that he has enjoyed working with her, and Board members echoed Mr. Laskey's remark. (ref. III)

ADMINISTRATION, FINANCE AND AUDIT

Information

Delegated Authority Report – February and March 2026

Mr. Flanagan invited Board Members' questions about the 2026 Delegated Authority Report for February and March. 2026.

There was brief discussion about the order of this meeting's agenda. (ref. I)

Hearing no further questions of discussion from the Board, Mr. Flanagan moved to the next Information

Item. (ref. IV A.1)

FY2026 Financial Update and Summary as of March 2026

Michael Cole, MWRA Budget Director, reported that the FY26 budget was approximately \$18 million underspent, which is in line with this period in FY25; expenses were 2% favorable to budget; revenues were at 0.5% favorable; and many trends discussed throughout the fiscal year have continued. Next, he updated the Board on diesel fuel costs, which had risen to \$5.08 per gallon in Massachusetts. Mr. Cole also followed up on a question that Mr. Peña asked at the March Board meeting regarding the impact of taxes on fuel costs. He explained that the net cost without tax was \$4.60 per gallon, versus the \$2.72 per gallon MWRA paid for Deer Island fuel in April. Finally, Mr. Cole reported that the CIP was in line with historical trends with respect to variances.

(Ms. Wolowicz temporarily left the meeting during the summary.)

In response to a question from Mr. Taverna, Mr. Cole affirmed that MWRA was exempt from taxes on fuel. In response to questions from Mr. Jack Walsh, Mr. Cole explained that MWRA paid an average of approximately \$0.17 per kilowatt hour of electricity, including for Deer Island.

Hearing no further questions or discussion from the Board, Mr. Flanagan moved to the next item. (ref. IV A.2)

MWRA Electricity Procurement Strategies

Kristen Patneau, MWRA Energy Manager noted that her presentation would include answers to Board members' recent questions about electricity costs and how they relate to MWRA contract structures and acknowledged Mr. Laskey's commitment to the development of renewable energy, decarbonization and other savings measures.

She then reviewed MWRA's Electricity Procurement strategies as detailed in the presentation slides ("slides") and Staff Summary for this meeting. She provided background on MWRA's Energy Program and noted that electricity is the Authority's primary purchased energy source; discussed MWRA's electricity cost components including supply and delivery charges, supply costs, available provider entities, and role of the Department of Public Utilities (DPU) for setting rates that support statewide policy objectives.

Ms. Patneau explained that delivery charges and non-energy supply costs are largely out of MWRA's direct control and can lead to budget overspending due to unforeseen rate changes or new policies. She outlined some of MWRA's energy cost management strategies including memberships in associations such as the PowerOptions, Inc. and the procurement of supply contracts in the competitive market. She presented a summary of MWRA's electricity contracts portfolio, including a Deer Island account, interval accounts and profile accounts.

Chair Tepper requested more information about the contracts' durations. Ms. Patneau explained that staff typically seek bids for one, two, and three-year contracts (with a two-year average), and the current contracts are for three years. In response to the Chair's follow-up question, Ms. Patneau relayed that the number of bids received has decreased from approximately four to two since the Program began in 2001.

Next, Ms. Patneau reviewed the types of electricity contract structures MWRA has historically used

and contracts currently in place, noting that staff seek bids with a variety of structures and terms for maximum flexibility, and outlined MWRA's process for evaluating, reviewing and procuring electricity contracts. She explained that historical electricity pricing does not necessarily reflect future pricing conditions and presented cost comparisons for DITP electricity supply under three contract structure scenarios. There was brief discussion about the graph and photo on Slide 13.

She discussed staff's electricity market timing strategy for flexibility, including monitoring and the use of third-party contracts when feasible. She noted that the DPU requires utilities to procure basic service supplies every six months to avoid rate shocks.

(Ms. Wolowicz returned to the meeting during the presentation.)

Chair Tepper advised that the DPU's six-month requirement is by statute and is proposed to be changed as part of this year's Affordability Bill.

Ms. Patneade then reviewed some collaborative electricity purchasing options including Community Choice Aggregators ("CCAs"). She explained that approximately 50% of MWRA accounts on basic services are enrolled in CCAs offering the option and described some benefits such as increased competitor supplier interest and favorable pricing. Finally, she noted that MWRA can access similar advantages due to the significant size of its accounts and desirable low profiles.

In response to a question from Mr. Jack Walsh, Ms. Patneade explained that electricity rates are lower for commercial and industrial users because of lower delivery rates; larger purchases; third-party competitive bids; longer and fixed-price block contracts; and market timing. There was brief discussion with questions and answers about the cost benefits of reducing use of the power grid at some MWRA facilities such as DITP and the Carroll Water Treatment during peak periods for electricity demand.

Chair Tepper requested more information about avoided costs through use of MWRA's renewable energy assets. Ms. Patneade relayed that the use of DITP digester gas for heating saves \$3-\$5 million per year. MWRA Director of Planning and Sustainability Stephen Estes-Smargiassi noted that additional data is available in MWRA's Orange Notebook, and staff would discuss highlights at a future Board meeting.

Hearing no further questions or discussion from the Board, Chair Tepper moved to Wastewater Policy and Oversight. (ref. V A.3)

WASTEWATER POLICY AND OVERSIGHT

Information

Infiltration/Inflow Local Financial Assistance Program Annual Update

Kristen Hall, MWRA Senior Program Manager, updated the Board on MWRA's Infiltration/Inflow ("I/I") Local Financial Assistance Program as presented in the Staff Summary and meeting slides. She discussed the Program's goal to reduce flows to DITP and the risk of Sanitary Sewer Overflows ("SSOs") and its importance for CSO control by reducing flows from separate communities during large rain events and offsetting flows from new development. Next, Ms. Hall reviewed the 16 phases of I/I Program community grant and loan funding to date (\$1 billion total); relayed that phases 1-8 are complete and summarized the terms of ongoing phases. She discussed the Program's distributions, noting that MWRA has additional applications on hand; reviewed the I/I Program's accomplishments to date; presented

long-term regional flow data showing a gradual decrease; highlighted notable trends; and described the complex flow data calculation methodology. Finally, Ms. Hall discussed Mr. Laskey's significant contributions to the I/I Program.

(Chair Tepper briefly left and returned to the meeting.)

There was discussion with questions and answers about the challenge of quantifying the long-term regional flow data as presented due to the variability of flow sources from communities over time, including population changes and rainfall. Mr. Estes-Smargiassi described the detailed data review performed by staff and referred to MWRA's Annual Infiltration/Inflow Report posted on MWRA's website for more information. He also noted that the peaks shown on Slide 19 can include the capture of flows from combined sewers for treatment.

Hearing no further questions or discussion from the Board, Chair Tepper moved to Water Policy and Oversight. (ref. V A.1)

WATER POLICY AND OVERSIGHT

Information

Local Water System Assistance Program Annual Update

Ms. Hall presented an update on MWRA's Local Water System Assistance Program (LWSAP) as detailed in the Staff Summary and meeting slides. She provided background on the LWSAP and reported that according to community data, approximately 71% of local water mains are currently lined; and MWRA has funded approximately 648 miles (9%) of community water main replacement, cleaning and relining projects as of December 2025. She also noted that approximately 1,900 miles of unlined pipe remain in the MWRA system (with some community systems now fully lined) and presented a summary of LWSAP funding to date (\$1.025 billion in four phases). Ms. Hall then discussed CY26 distributions; anticipated fundings; how funds are allocated and distributed; LWSAP loan terms; Program phases and projects since its 1998 pilot; the timing between phases; and expected evaluations for future phases. Finally, she presented photos of projects performed under the LWSAP and highlighted the Program's accomplishments under Mr. Laskey's leadership, noting that he was an early proponent of lead service line replacement.

Mr. Foti remarked on the importance of the I/I and LWSAP programs; noted their origins as Advisory Board's recommendations; and discussed how the programs facilitate important local water projects.

Hearing no further questions or discussion from the Board, Committee Chair Taverna moved to the next Information item. (ref. VI A.1)

Lead Service Line Replacement Program Update

David Granados, MWRA Program Manager updated the Board on MWRA's Lead Service Line Replacement Program ("LSLRP") as further discussed in the Staff Summary and meeting slides. He provided background on the Program, noting that in 2024 MWRA expanded the Program by \$100 million to include 25% community grants with the requirement of fully replacing lead service lines at no cost to the homeowner. He also explained that municipalities that do not fully fund private-side lead service lines are still eligible for LSLRP loans. Next, Mr. Granados discussed the federally required October 2024 Lead Service Line Inventory. He presented MWRA communities' inventory results for lead service lines, galvanized pipes requiring replacement, and pipes of unknown materials in October 2024 and October

2026, noting reductions in all categories. He also reviewed MWRA's outreach efforts for the Program, community participation rates; grant/loan distributions in 2026 (to Reading and Winthrop); and expected LSLRP applications. Finally, Mr. Granados discussed LSLRP accomplishments realized under Mr. Laskey's leadership, noting that he has attended public meetings to reinforce the benefits of replacing lead service lines and goosenecks.

Mr. Taverna asked if the MWRA system is on pace overall with respect to meeting the 2032 federal lead service line replacement deadline. Mr. Granados noted individual municipalities' responsibilities for meeting this deadline and reported that progress is being made; however, work remains. He explained that November 2027, when communities will be required to submit an inventory update, is expected to be a significant milestone.

Noting that 12,000 miles of community lead service lines remain to be replaced within the MWRA system, and that lead replacement is not just the Authority's problem to solve, Mr. Swett discussed the potential need for more localized regulatory requirements to eliminate lead service lines. Mr. Estes-Smargiassi noted that one MWRA community had enacted a "replace-on-sale" home lead service line ordinance, and staff have recommended this approach to other municipalities and state legislators; however, it has not been widely adopted. He also described MWRA's past efforts for state legislation regarding lead service line disclosures and indicated that staff would welcome more aggressive local or state-level action on the matter. Mr. Estes-Smargiassi then discussed concerns about some communities' progress and noted staff's work to help municipalities complete local lead service line replacements. Mr. Swett advised that he is concerned about system-wide repercussions due to a lack of local progress and recommended that MWRA pursue the matter more aggressively. Mr. Estes-Smargiassi acknowledged Mr. Swett's remarks and invited Board members' suggestions and future discussion. There was brief discussion about a photo in the presentation.

In response to questions from Mr. Jack Walsh about how municipalities inspect and identify water service lines, including those of unknown materials, Mr. Granados described some approaches, including excavation, statistical analysis and modeling. Mr. Laskey noted Medford's challenges with service line identifications related to a past records facility fire, and there was brief discussion about the city's progress on replacements.

Hearing no further questions or discussion from the Board, Mr. Taverna moved to Contract Awards. (ref. VI A.2)

Contract Awards

Metropolitan Water Tunnel Program – Construction Management Services: Hatch Associates Consultants, Inc, Contract 7356

A motion was duly made and seconded to approve the recommendation of the Consultant Selection Committee to award Contract 7356, Metropolitan Water Tunnel Program Construction Management Services, to Hatch Associates Consultants, Inc. and to authorize the Executive Director, on behalf of the Authority, to execute said contract in an amount not to exceed \$153,826,032 for a contract term of 132 months from the Notice to Proceed.

Kathleen Murtagh, MWRA Chief Operating Officer, discussed Mr. Laskey's role in standing up the Metropolitan Water Tunnel Program ("MWTP"), noting that the nearly 100-year-old concept of

redundancy for MWRA's metro water system is finally being realized under his leadership. Staff then presented an update on the MWTP and recommended award of a Construction Management Services contract for the Program, all as detailed in the Staff Summary and meeting slides.

Metropolitan Tunnel Program Update

Paul Savard, MWRA Acting Tunnel Program Director, discussed the locations of the MWTP's expected work areas and tunnel; the planned construction timeframe (2028-2040); the Tunnel Program's current organization; and the statuses of MWTP's preliminary design and geotechnical support services contracts. He noted that staff would recommend awards for construction management services ("CM") and owner's representative services contracts at this meeting and discussed upcoming construction.

Next, Mr. Savard presented a Program schedule overview and update. He also outlined some responsibilities of the CM and Owner's Representative and outlined land acquisition activities and needs; community and emergency response coordination; ongoing tunnel boring machine ("TBM") power work by Eversource; and upcoming legislative filings and procurements, including a South Tunnel Construction contract planned for late 2027 with an anticipated notice to proceed 2028.

In response to a question from Mr. Jack Walsh, Mr. Savard explained that staff expect the use of two TBMs and described the mining paths and sequencing. There was brief discussion with questions and answers about resident engineering and resident inspection consultant staffing and TBM power work. In response to a question from Mr. Foti, Mr. Savard explained that the Program's TBMs would be extracted after mining is complete and described the process. There was brief, general discussion about various ways that TBMs can be extracted or otherwise disposed of after a tunnel construction project ends.

Proposed Award of MWTP Construction Management Services Contract 7356

Ms. Murtagh noted that the recommended CM firm, Hatch Associates Consultants, Inc. ("Hatch"), was not the lowest bidder and explained that the Selection Committee's evaluation determined Hatch would provide the best overall value for MWRA. She described the vital role of the Tunnel Program's CM, including oversight of North and South Tunnel construction, serving as MWRA's "eyes and ears," and providing specialized personnel. She also summarized the proposed contract's scope, phases and deliverables.

Next, Ms. Murtagh outlined the two-step, best value procurement process for this proposed award. She noted the evaluation criteria's relatively even distribution of points to reflect the wide range of critical success factors for a contract of this type and magnitude, and relayed that per MWRA policy, no criteria were assigned more points than the cost criterion. She also discussed proposers' required submittals and the Selection Committee's process and priorities.

She then reviewed the results of the Selection Committee's evaluation of the three shortlisted firms' bids, including final scores, overall rankings, criteria rankings, and cost as detailed in the Staff Summary and meeting slides. Finally, Ms. Murtagh discussed the Selection Committee's evaluation and analysis and outlined the qualifications of Hatch, the recommended firm.

Mr. Taverna asked if the proposed CM contract includes oversight of the three initial ancillary contracts. Ms. Murtagh explained that staff are expected to manage those contracts, potentially with some support from the MWTP's FDE consultant. In response to Mr. Taverna's follow-up question, Ms. Murtagh relayed that CM staff would mostly work from on-site construction trailers and MWRA's

CMR 4.00 and the negotiated terms and cost, noting that the Owner's Representative will only be compensated for work performed. Finally, Mr. Savard reviewed Arup's key qualifications and requested Board approval for award.

There was discussion with questions and answers about how the contract's cost was estimated and its structure, terms, limits and regulatory requirements. Mr. Jack Walsh requested an update on the MWTP's total cost estimate. Mr. Savard relayed that the 60% cost estimate was submitted; the Program's estimate and schedule are in the process of being updated; and staff continue to monitor costs, which are currently expected to remain within range.

Chair Tepper recommended strong oversight of this contract. There was brief, general discussion about the Owner's Representative Statute. Mr. Swett noted that an Owner's Representative for the MBTA's Green Line Extension project resulted in significant cost savings and successfully served the owner's interests. Mr. Swett also noted his recent employment with the recommended firm and noted that while there is no direct conflict of interest or financial connection, he will be abstaining from the vote for this item.

Hearing no further discussion or questions from the Board, Chair Tepper requested a roll call vote in which the members were recorded as follows:

<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Tepper		
Flanagan		
Foti		
Pappastergion		
Peña		
		Swett
Taverna		
Vitale		
J. Walsh		
P. Walsh		
Wolowicz		

(ref. VI B.1)

PERSONNEL AND COMPENSATION

Approvals

Non-Union Manager Compensation Subcommittee

A motion was duly made and seconded to accept the March 2026 Total Compensation and Benefits Study report prepared for the Massachusetts Water Resources Authority by the UMass Collins Center as presented and filed with the records of this meeting.

There was brief discussion to clarify that the motion made and seconded was to accept the report prepared for MWRA by the UMass Collins Center ("Collins Center"). Personnel Committee and Non-Union Manager ("NU Manager") Compensation Subcommittee Chair Wolowicz advised that the Board's questions about the report were forwarded to Collins Center staff for response, and the responses had been distributed to members. Chair Tepper noted that this additional information was helpful.

Mr. Pappastergion asked when the Board would consider the Executive Director's compensation for the purposes of advertising the position. Ms. Wolowicz explained that the Preliminary Screening Committee for the Executive Director Position ("Screening Committee") plans to discuss recommended compensation for the Executive Director position in its next meeting, then present it for full Board approval at an upcoming Board of Directors' meeting.

Noting that it is important to review all NU managers' salaries, Mr. Pappastergion recommended prioritizing approval of the Executive Director's compensation to facilitate the search process. Chair Tepper agreed. Mr. Peña requested more information about next steps regarding NU manager compensation review. Ms. Gillen explained that approving the report and the next steps are at the Board's discretion, and staff would provide any support needed.

Mr. Pappastergion asked when any of the Board's additional recommendations for NU manager compensation could be implemented, and if changes could be made during the next fiscal year. There was discussion about the supplemental pay range information provided by the Collins Center, and the timelines for the NU Manager Compensation Subcommittee and Screening Committee. Board members reached consensus that the Board would first determine and approve the Executive Director position's salary, which would then inform discussion about NU managers' compensation.

Chair Tepper asked if there was any discussion or questions from the Board. Hearing none, she requested a roll call vote in which the members were recorded as follows:

<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Tepper		
Flanagan		
Foti		
Pappastergion		
Peña		
Swett		
Taverna		
Vitale		
J. Walsh		
P. Walsh		
Wolowicz		

(ref. VII A.1)

April 2026 PCR Amendment

A motion was duly made and seconded to approve an amendment to the Position Control Register (PCR) as presented in the April 15, 2026 Staff Summary and filed with the records of this meeting.

Ms. Gillen invited Board members' questions about a proposed amendment to the Position Control Register ("PCR").

Mr. Vitale noted the responsiveness of Wendy Chu, the proposed candidate for Special Assistant, Affirmative Action and Compliance Unit position. (ref. VII A.3)

Then, on behalf of City of Boston Mayor Wu, the city's Board representatives, BWSC and its ratepayers,

Mr. Vitale expressed appreciation for Mr. Laskey's leadership and consistent willingness to assist with any issue or concern. He also remarked on Mr. Laskey's exemplary character, which reflects well on MWRA, other water and sewer service providers, and the utilities industry as a whole.

Hearing no further discussion or questions from the Board, Chair Tepper requested a roll call vote in which the members were recorded as follows:

<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Tepper		
Flanagan		
Foti		
Pappastergion		
Peña		
Swett		
Taverna		
Vitale		
J. Walsh		
P. Walsh		
Wolowicz		

(ref. VII A.2)

Appointment of Special Assistant, Affirmative Action and Compliance Unit

A motion was duly made and seconded to approve the appointment of Wen-Hwei (Wendy) Chu to the position of Special Assistant, Affirmative Action and Compliance (Non-Union, Grade 16) at annual salary of \$187,847 commencing on a date to be determined by the Executive Director.

Ms. Wolowicz invited Board members' questions about the proposed appointment of the Special Assistant, Affirmative Action and Compliance Unit, and noted Ms. Chu's professionalism and leadership.

Hearing no discussion or questions from the Board, Chair Tepper requested a roll call vote in which the members were recorded as follows:

<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Tepper		
Flanagan		
Foti		
Pappastergion		
Peña		
Swett		
Taverna		
Vitale		
J. Walsh		
P. Walsh		
Wolowicz		

(ref. VII A.3)

Appointment of Assistant Director, Engineering, Operations Division

A motion was duly made and seconded to approve the appointment of Ms. Patricia Mallett, P.E. to the position of Assistant Director, Engineering, Operations Division (Non-Union, Grade 14) at an annual salary of \$176,088, commencing on a date to be determined by the Executive Director.

Ms. Wolowicz invited Board members' questions about the proposed Assistant Director of Engineering appointment.

Chair Tepper asked if there was any discussion or questions from the Board. Hearing none, she requested a roll call vote in which the members were recorded as follows:

<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Tepper		
Flanagan		
Foti		
Pappastergion		
Peña		
Swett		
Taverna		
Vitale		
J. Walsh		
P. Walsh		
Wolowicz		

(ref. VII A.4)

Ms. Wolowicz described Mr. Laskey's warm welcome when she first joined the MWRA Board of Directors, and his ongoing support, adding that his leadership has exemplified the importance of serving on a state board. She thanked her fellow Board members for their support and collaboration and discussed their value to their professions and communities. She also noted Mr. Laskey's concern for the well-being of MWRA staff and kindness to her family, adding that the late John Carroll often called him "a good hire." Finally, Ms. Wolowicz thanked Secretary Tepper, and asked Mr. Laskey to keep in touch.

CORRESPONDENCE TO THE BOARD

March 6, 2026, letter from Chris Redfern on behalf of Friends of the Fells regarding the approaching retirement of MWRA Executive Director Frederick A. Laskey (See Item II.C.)

Chair Tepper noted that members had discussed a March 6, 2026 letter to the Board from Chris Redfern on behalf of the Friends of the Fells during her report (ref. II.C).

Hearing no further comments or questions from the Board, Chair Tepper moved to Other Business. (ref. IX)

OTHER BUSINESS

Preliminary Screening Committee (Executive Director Position) - Update

Chair Tepper reported that the Screening Committee had recently met with the executive search firm consultant team (Isaacson, Miller), who presented the recommended schedule, plan, and roles of the Screening Committee and full Board. She noted that the Screening Committee had reviewed the work plan and advised that Isaacson, Miller's staff would soon contact Board members to discuss the

<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Flanagan		
Foti		
Pappastergion		
Peña		
Swett		
Taverna		
Vitale		
J. Walsh		
P. Walsh		
Wolowicz		

(ref. X.B)

The meeting adjourned at 3:30pm.

Approved: May 20, 2026

Attest:

Brian Peña, Secretary

LIST OF DOCUMENTS AND EXHIBITS USED

- Draft Minutes of the March 18, 2026 MWRA Board of Directors' Meeting (ref. I)
- PowerPoint Slides: Photos of the Spot Pond Covered Storage Facility and Pump Station, Artist's Rendering of the Frederick A. Laskey Pump Station; and MWRA Non-Union Managers (ref. II)
- 3/6/26 letter from Chris Redfern on behalf of Friends of the Fells regarding the approaching retirement of MWRA Executive Director Frederick A. Laskey (ref. II.C/VIII)
- 4/15/26 Staff Summary: Delegated Authority Report – February and March 2026 (ref. IV A.1)
- 4/15/26 Staff Summary: FY26 Financial Update and Summary through March (ref. IV A.2)
- 4/15/26 Staff Summary and Presentation: MWRA Electricity Procurement Strategies (ref. IV A.3)
- 4/15/26 Staff Summary and Presentation: Infiltration/Inflow Local Financial Assistance Program Annual Update (ref. V A.1)
- 4/15/26 Staff Summary and Presentation: Local Water System Assistance Program Annual Update (ref. VI A.1)
- 4/15/26 Staff Summary and Presentation: Lead Service Line Replacement Program Update ref. VI A.2)
- 4/15/26 Staff Summary and Presentation: Metropolitan Water Tunnel Program - Construction Management Services: Hatch Associates Consultants, Inc., Contract 7356 (ref. VI B.1)
- 4/15/26 Staff Summary and Presentation: Metropolitan Water Tunnel Program - Owner's Representative Services Arup US, Inc., Contract 8153 (ref. VI B.2)
- March 2026 *Total Compensation and Benefits Study* for the Massachusetts Water Resources Authority, UMass Boston Collins Center (ref. VII A.1)
- 4/15/26 Staff Summary: April 2026 PCR Amendments (ref. VII A.2)

- 4/15/26 Staff Summary: Appointment of Special Assistant, Affirmative Action and Compliance Unit (ref. VII A.3)
- 4/15/26 Staff Summary: Appointment of Assistant Director, Engineering, Operations Division(ref. VII A.4)
- Resume of Stephen A. Estes-Smargiassi (ref. IX)

STAFF SUMMARY

TO: Board of Directors
FROM: Frederick A. Laskey, Executive Director
DATE: May 20, 2026
SUBJECT: Delegated Authority Report – April 2026



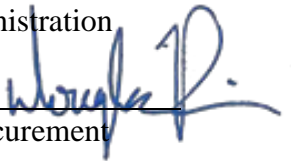
COMMITTEE: Administration, Finance & Audit

INFORMATION
 VOTE


Michele S. Gillen

Director, Administration

Barbara Aylward, Administrator A & F
Julio Esperas, Assistant Buyer
Preparer/Title


Douglas J. Rice
Director of Procurement

RECOMMENDATION:

For information only. Attached is a listing of actions taken by the Executive Director under delegated authority for the period April 1-30, 2026.

This report is broken down into three sections:

- Awards of Construction, non-professional and professional services contracts and change orders and amendments in excess of \$25,000, including credit change orders and amendments in excess of \$25,000;
- Awards of purchase orders in excess of \$90,000; and
- Amendments to the Position Control Register, if applicable.

DISCUSSION:

The Board of Directors' Management Policies and Procedures, as amended by the Board's vote on February 16, 2022, delegate authority to the Executive Director to approve the following:

Construction Contract Awards:

Up to \$3.5 million if the award is to the lowest bidder.

Change Orders:

Up to 25% of the original contract amount or \$1,000,000.00, whichever is less, where the change increases the contract amount, and for a term not exceeding an aggregate of six months; and for any amount and for any term, where the change decreases the contract amount. The delegations for cost increases and time can be restored by Board vote.

Professional Service Contract Awards:

Up to \$1,000,000 and three years with a firm; or up to \$200,000 and two years with an individual.

Non-Professional Service Contract Awards:

Up to \$1,000,000 if a competitive procurement process has been conducted, or up to \$100,000 if a procurement process other than a competitive process has been conducted.

Purchase or Lease of Equipment, Materials or Supplies:

Up to \$3.5 million if the award is to the lowest bidder.

Up to \$15 million for purchases of chemicals that are required for normal day-to-day operations where the award is to the lowest responsive bidder under a competitive procurement.

Amendments:

Up to 25% of the original contract amount or \$500,000, whichever is less, and for a term not exceeding an aggregate of twelve months.

Amendments to the Position Control Register:

Amendments which result only in a change in cost center.

BUDGET/FISCAL IMPACT:

Recommendations for delegated authority approval include information on the budget/fiscal impact related to the action. For items funded through the capital budget, dollars are measured against the approved capital budget. If the dollars are in excess of the amount authorized in the budget, the amount will be covered within the five-year CIP spending cap. For items funded through the Current Expense Budget, variances are reported monthly and year-end projections are prepared at least twice per year. Staff review all variances and projections so that appropriate measures may be taken to ensure that overall spending is within the MWRA budget.

Construction & Professional Services Delegated Authority Items April 1 – 30, 2026

No.	Date of Award	Title and Explanation	Contract	Amend/CO	Company	Value
C-1	04/02/26	Generator Systems Maintenance Award of a contract to the lowest and responsive bidder for generator systems maintenance for a term of 1,095 calendar days.	OP-511	Award	Kraft Power Corporation	\$883,890.00
C-2	04/10/26	Modification of Regulator RE-051 Weir Wall Award of a contract to the lowest and responsive bidder for the modification of Regulator RE-051 Weir Wall for a term of 231 calendar days.	8188	Award	MAS Building and Bridge, Inc.	\$414,844.00
C-3	04/10/26	Installation of Air Source Heat Pumps at Houghs Neck Pump Station Award of a contract to the lowest and responsive bidder for the installation of air source heat pumps at Houghs Neck Pump Station for a term of 210 calendar days.	8175A	Award	World Energy Services, LLC	\$224,935.00
C-4.	04/10/26	Installation of Heat Pumps at Quincy Pump Station Award of a contract to the lowest and responsive bidder for the installation of heat pumps at Quincy Pump Station for a term of 210 calendar days.	8175	Award	World Energy Services, LLC	\$300,000.00
C-5.	04/10/26	Installation of Water Source Heat Pump at Braintree Weymouth Pump Station Award of a contract to the lowest and responsive bidder for the installation of heat pumps at Quincy Pump Station for a term of 210 calendar days.	8175B	Award	World Energy Services, LLC	\$300,000.00
C-6.	04/10/26	Installation of Heat Pumps at Squantum Wastewater Pump Station Award of a contract to the lowest and responsive bidder for the installation of heat pumps at Squantum Wastewater Pump Station for a term of 210 calendar days.	8176	Award	World Energy Services, LLC	\$300,000.00
C-7.	04/17/26	Deer Island EV Charging Stations Installation Award of a contract to the lowest and responsive bidder for Deer Island EV charging stations installation for a term of 120 calendar days.	OP-531	Award	Guardian Energy Management Solutions, Inc.	\$271,204.00
C-8.	04/23/26	Modeling Massachusetts Bay Water Quality Increase level of effort to ensure continuance of 2020 simulation by adding the 2021 to 2024 time period; Extend contract term by 12 months from November 10, 2025 to November 10, 2026.	OP-442	1	Deltares USA, Inc.	\$38,000.00
C-9.	04/23/26	Northern Extra High Pressure Zone Improvements – CP2 Increase Police Detail and Flagging Services allowances.	7725	4	RJV Construction Corp.	\$650,000.00

Purchasing Delegated Authority Items April 1-30, 2026

No.	Date of Award	Title and Explanation	Company	Value
P-1	4/9/26	<p>Purchase Order Contract for Three Years of Support for Fortinet Application Delivery Controllers—<i>State Contract ITT72</i> The FortiADC (Fortinet Application Delivery Controller). FortiADC is an advanced ADC that ensures application availability, security, and optimization. MWRA currently uses FortiADC to load balance network traffic for applications such as Maximo, ECM, and OpenCheckbook.</p>	ePlus Technology, Inc.	\$102,850.00
P-2	4/13/26	<p>Purchase Order for One Purge and Trap Gas Chromatograph/Mass Spectrometer The Department of Laboratory Services performs the analysis of volatile organic compounds in wastewater as part of NPDES permit, local limits, and TRAC industrial monitoring program. This procurement will replace an older Agilent Technologies/EST Analytical system purchased in 2014.</p>	Agilent Technologies, Inc.	\$165,184.27
P-3	4/16/26	<p>Purchase Order Contract for Three Years of Commvault Licenses Maintenance and Support—<i>State Contract ITS75</i> MWRA uses multiple Commvault solutions to backup and restore all of MWRA’s data whether on-premises or in the cloud.</p>	Insight Public Sector, Inc.	\$108,613.19

STAFF SUMMARY


TO: Board of Directors
FROM: Stephen Estes-Smargiassi, Executive Director
DATE: May 20, 2026
SUBJECT: FY26 Financial Update and Summary through April



COMMITTEE: Administration, Finance & Audit

INFORMATION

Michael J. Cole, Budget Director
James J. Coyne, Budget Manager
Preparer/Title

VOTE

Thomas J. Durkin
Director, Finance

RECOMMENDATION:

For information only. This staff summary provides the financial results and variance highlights for Fiscal Year 2026 through April 2026, comparing actual spending to the budget.

DISCUSSION:

The total Year-to-Date variance for the FY26 CEB is \$20.6 million, due to lower direct expenses of 4.1% or \$10.8 million, lower indirect expenses of 6.0% or \$4.2 million, and higher revenue of 0.7% or \$5.5 million. The year-end favorable variance is projected to be 3.5% or \$32.0 million underspent, of which \$12.2 million is related to debt service. Beyond debt service savings, staff project a favorable variance of approximately \$19.8 million at year-end of which \$13.0 million would be from lower direct expenses, \$3.1 million from lower indirect expenses, and \$3.7 million from greater than budgeted revenues.

As the year progresses and more actual spending information becomes available, staff will continue to refine the year-end projections and update the Board accordingly.

FY26 Current Expense Budget

The CEB expense variances for FY26 by major budget category were:

- Lower Direct Expenses of 4.1% or \$10.8 million under budget. Spending was lower for Wages & Salaries, Other Services, Fringe Benefits, Chemicals, Professional Services, Overtime, Training & Meetings, and Other Materials. Spending was higher than budget for Utilities, Maintenance, and Workers' Compensation.
- Lower Indirect Expenses of 6.0% or \$4.2 million under budget due primarily to lower Watershed Reimbursements and Insurance.

- Revenue was 0.7% or \$5.5 million over the estimate driven by Investment Income of \$2.3 million primarily due to higher than budgeted interest rates and Other Revenue of \$2.7 million driven by the receipt of \$1.2 million in Debt Service Assistance as well as favorable Energy Revenue and Miscellaneous Revenue.

**FY26 Budget and FY26 Actual Variance by Expenditure Category
(In millions)**

	FY26 Budget	FY26 Actual	\$ Variance	% Variance
Direct Expenses	\$262.9	\$252.1	-\$10.8	-4.1%
Indirect Expenses	\$70.3	\$66.1	-\$4.2	-6.0%
Capital Financing	\$380.2	\$380.2	\$0.0	0.0%
Total	\$713.4	\$698.4	-\$15.0	-2.1%

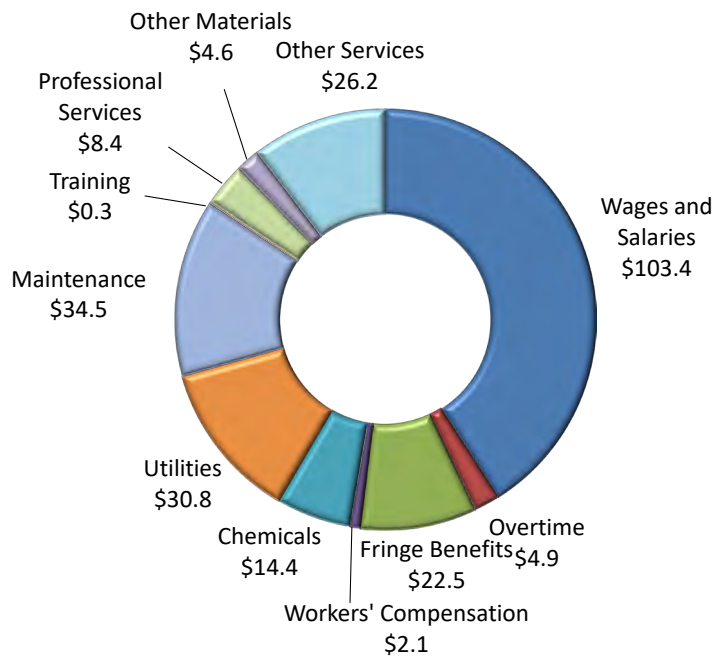
Totals may not add due to rounding

Please refer to Attachment 1 for a more detailed comparison by line item of the budget variances for FY26.

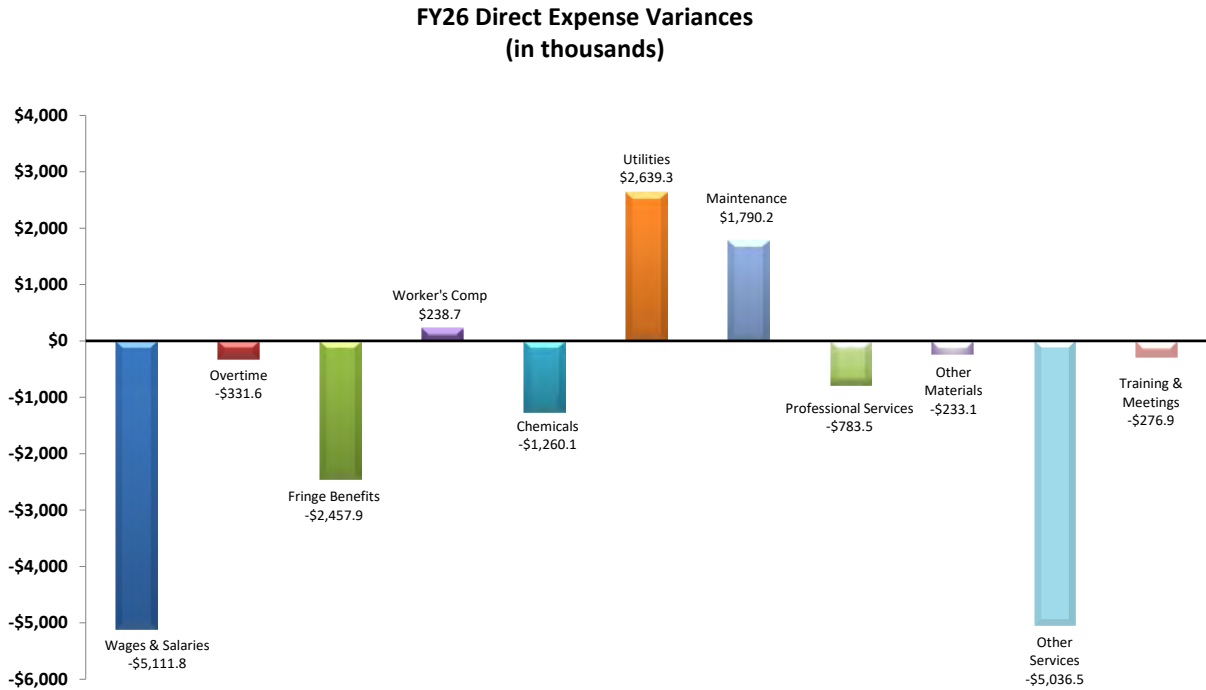
Direct Expenses

FY26 Direct Expenses through April totaled \$252.1 million, which was \$10.8 million or 4.1% less than budgeted.

**FY26 Direct Expenses
(in millions)**



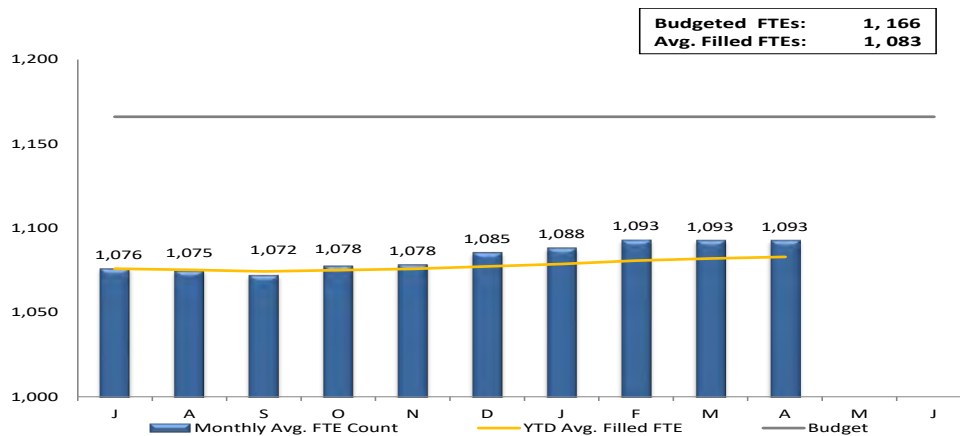
Spending was lower for Wages & Salaries, Other Services, Fringe Benefits, Chemicals, Professional Services, Overtime, Training & Meetings, and Other Materials. Spending was higher than budget for Utilities, Maintenance, and Workers' Compensation.



Wages and Salaries

Wages and Salaries were lower than budget by \$5.1 million or 4.7%. Through April, there were 83 fewer average FTEs (1,083 versus 1,166 budget) or 7.1% and lower average new hire salaries versus retirees. The timing of backfilling vacant positions also contributed to Regular Pay being under budget.

FY26 MWRA Full Time Equivalent (FTE) Position Trend



Other Services

Other Services were lower than budget by \$5.0 million or 16.1% driven by lower than anticipated expenses through April for Sludge Pelletization of \$4.1 million primarily for the potential PFAS regulation changes requiring landfilling that had no spending but were budgeted for, Telecommunications of \$774,000, and Grit & Screenings Removal of \$410,000 primarily due to lower quantities. These were partially offset by greater than anticipated spending for Police Details of \$136,000 through April.

Utilities

Utilities were higher than budget by \$2.6 million or 9.4%. Higher than budgeted spending for Electricity of \$1.4 million driven by Deer Island Treatment Plant (DITP) of \$1.5 million which was primarily due to Eversource Energy for higher pricing as well as Direct Energy real time charges. Higher spending for Diesel Fuel of \$743,000 is primarily due to a DITP purchase made earlier than anticipated. Higher spending for Natural Gas of \$332,000 was due to higher pricing and volume. Higher spending for Water of \$153,000 was primarily due to greater than projected water usage at DITP as a result of the DITP Primary and Secondary Clarifier Rehabilitation project.

Fringe Benefits

Fringe Benefits spending was lower than budget by \$2.5 million or 9.8%. This is primarily driven by lower Health Insurance costs of \$2.3 million, due to fewer than budgeted participants in health insurance plans, increased contribution by external new hires vs. lower contribution rates of staff retiring, and the shift from family to individual plans which are less expensive.

Maintenance

Maintenance spending was higher than budget by \$1.8 million or 5.5%. Maintenance Materials were greater than budget by \$2.6 million driven by higher Special Equipment Materials of \$1.1 million due to greater than anticipated spending through April including PICS equipment, higher Inventory of \$847,000, and higher Plant & Machinery Materials of \$657,000 due to greater than anticipated spending through April including unplanned cost for primary scum actuators and updated cost for the Reactor Mixer Gearbox 50 H.P. Replacement. Higher Automotive Materials of \$186,000 were due to greater than anticipated purchases. Maintenance Services were lower than budget by \$852,000 driven by Special Equipment Services of \$1.2 million due to less than anticipated spending through April including the Programmable Logic Controller (PLC) replacement at Union Park Pump Station. Building and Grounds Services of \$545,000 was due to less than anticipated services through April including invasives control, Pipe Services of \$208,000 due to less than anticipated services for paving and less than anticipated spending for manhole rehabilitation through April. This underspending was partially offset by higher Computer Software Licenses/Upgrades of \$943,000 for licenses purchased earlier than anticipated in the fiscal year as well as updated software license costs including MAXIMO, unbudgeted items for Info OS Essentials, Data PARC, SAN Switches, and updated costs including PIMS, and Electrical Services of \$220,000 due to greater than anticipated spending through April.

Chemicals

Chemicals were lower than budget by \$1.3 million or 8.0%. Lower Sodium Bisulfite of \$316,000 was primarily driven by lower volume at DITP due to lower quantities to dechlorinate the effluent which will be fine tuned as a result of new permit requirements, and Wastewater Operations due to less than anticipated CSO activations. Lower Sodium Hypochlorite of \$305,000 was due to lower flows at DITP partially offset by higher than projected flows at the JCWTP. Carbon Dioxide of \$196,000 was driven by lower flows. Lower Liquid Oxygen of \$194,000 was due to lower dosing at the JCWTP. Lower Ferric Chloride of \$186,000 was due to lower dosing since sludge orthophosphate levels were within their target levels. Lower Polymer of \$120,000 was due to lower than expected secondary sludge production. This was partially offset by higher Hydrogen Peroxide of \$360,000 to reduce elevated H₂S levels for odor pretreatment and corrosion control and allows staff to perform maintenance activities and ongoing tank work more safely within the tanks due to the low flows and higher Soda Ash of \$153,000 due to flow at the JCWTP. DITP flows are 16.6% less than planned and the JCWTP flows are 6.0% greater than planned through April. It is important to note that Chemical variances are also based on deliveries which in general reflect the usage patterns. However, the timing of deliveries is an important factor.

Professional Services

Professional Services were lower than budget by \$784,000 or 8.5% driven by lower Other Services of \$587,000 due to less than anticipated spending through April including the Disparity Study, less than anticipated Security Services of \$145,000 and Engineering Services of \$131,000, due to less than anticipated costs through April. These were partially offset by higher Legal Services of \$265,000 due to greater than anticipated spending on outside counsel through April.

Overtime

Overtime expenses were lower than budget by \$332,000 or 6.3%. Lower than budgeted spending in TRAC of \$100,000, Occupational Health & Safety of \$38,000, Engineering & Construction of \$37,000, all due to less than anticipated needs. Underspending in Field Operations of \$198,000 was due to less than anticipated emergency events. Year-to-Date less rainfall was a major contributor for the less than anticipated overtime.

Training & Meetings

Training & Meetings were lower than budget by \$277,000 or 49.6% primarily due to less than anticipated spending on conferences and meetings through April.

Other Materials

Other Materials spending was lower than budget by \$233,000 or 4.8% driven by Other Materials of \$557,000 due to less than anticipated materials purchases including gravel purchases, Computer Hardware of \$400,000 due to less than anticipated purchases through April, and Vehicle Expense of \$317,000 due to less than anticipated spending driven by lower fuel prices for most of the year. This less than budgeted spending was partially offset by higher Vehicle Purchases/Replacements of \$791,000 due to earlier than anticipated purchases through April, greater than anticipated

spending on Lab & Testing Supplies of \$186,000, Equipment/Furniture of \$167,000, and Health/Safety of \$109,000 through April.

Worker’s Compensation

Worker’s Compensation expenses were greater than budget by \$239,000 or 13.1%. The variance is due to higher than budgeted expenses for Compensation Payments of \$303,000, partially offset by lower Medical Payments of \$62,000 and Administrative Expenses of \$2,000. Due to uncertainties of when spending will happen, the budget was spread evenly throughout the year.

Indirect Expenses

Indirect Expenses totaled \$66.1 million, which is \$4.2 million or 6.0% lower than budget. The variance is driven by lower Watershed Reimbursement. Based on FY26 operating activity only, the Watershed Division is \$3.6 million or 17.3% under budget. Lower spending on Wages & Salaries, Fringe Benefits, and Maintenance drove the variance. When factoring in the FY25 balance forward of \$77,000 which was paid during Q1 of FY26, Watershed Reimbursement is \$3.6 million or 16.9% below budget through April 2026. In addition, PILOT was paid in the amount of \$9.3 million, which was \$92,000 or 1.0% below budget.

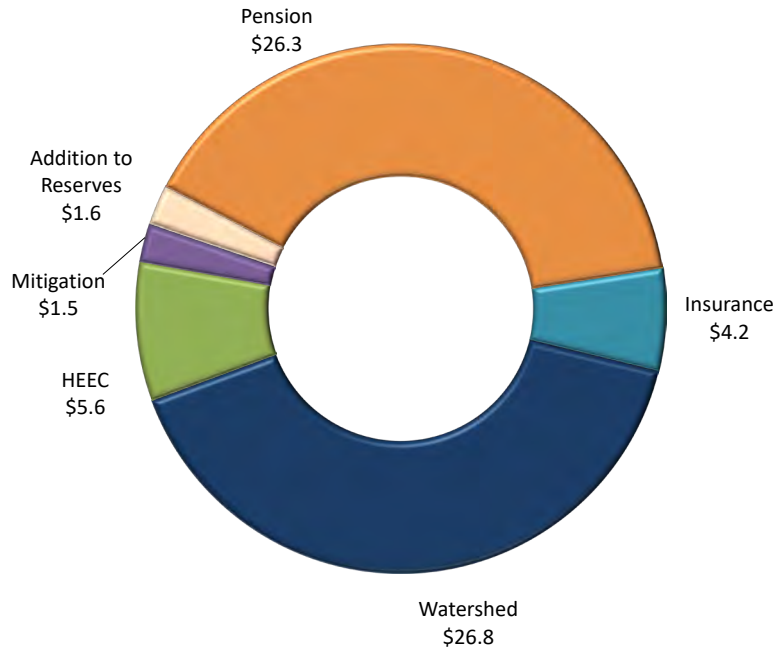
**FY26 Watershed Protection Variance
(in millions)**

\$ in millions	FY26 Budget	FY26 Actual	FY26 \$ Variance	FY26 % Variance
Operating Expenses	21.9	18.5	-3.4	-15.7%
Operating Revenues - Offset	0.8	1.0	0.2	24.0%
FY26 Operating Totals	21.1	17.4	-3.6	-17.3%
DCR Balance Forward (FY25 year-end accrual true-up)	0.0	0.1	0.1	
FY26 Adjusted Operating Totals	21.1	17.5	-3.6	-16.9%
PILOT	9.4	9.3	-0.1	-1.0%
Total Watershed Reimbursement	30.5	26.8	-3.7	-12.0%

Totals may not add due to rounding

MWRA reimburses the Commonwealth of Massachusetts Department of Conservation (DCR) and Recreation - Division of Water Supply Protection – Office of Watershed Management for expenses. The reimbursements are presented for payment monthly in arrears. Accruals are being made monthly based on estimated expenses provided by DCR and trued-up monthly based on the monthly invoice. MWRA’s budget is based on the annual Fiscal Year Work Plan approved by the Massachusetts Water Supply Protection Trust. The FTE count at the end of April was 139.0 (143.1 on a year-to-date average basis) vs. a budget of 151.

**FY26 Indirect Expenses
(in millions)**

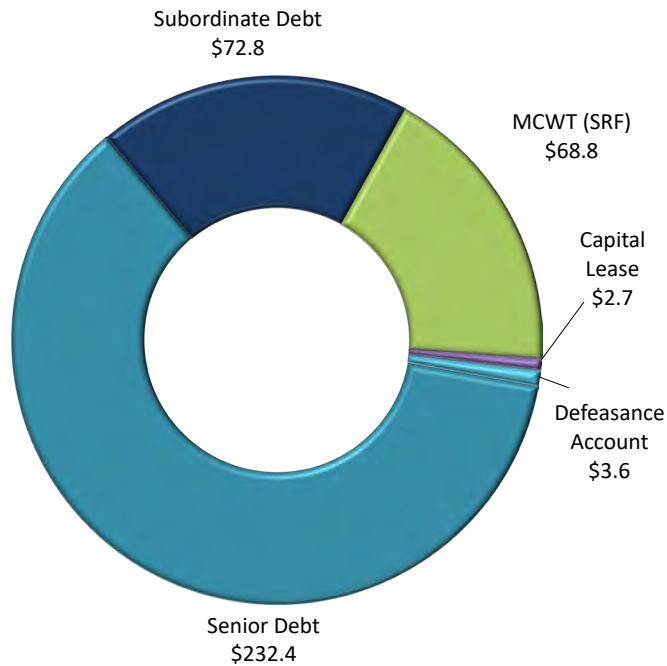


Capital Financing

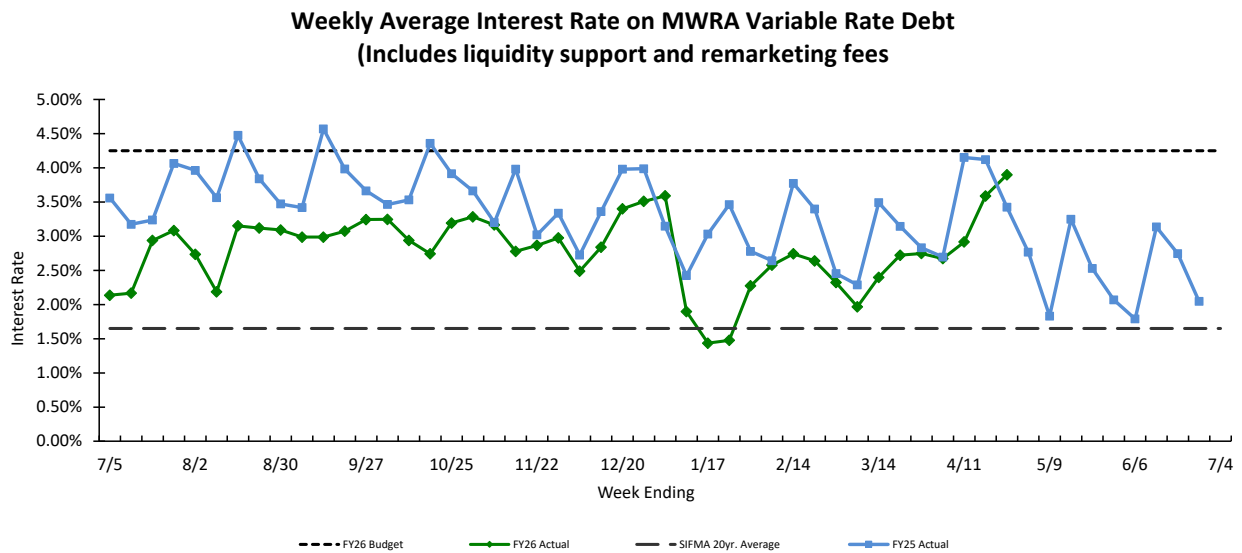
Capital Financing expenses include the principal and interest payments for fixed senior debt, the variable subordinate debt, the Massachusetts Clean Water Trust (SRF) obligation, the costs for the local water pipeline projects, current revenue for capital, Optional Debt Prepayment, and the Chelsea Facility lease payment.

Capital Financing expenses in FY26 through April totaled \$380.2 million which matched the budget after the transfer of \$3.6 million to the Defeasance account. The transfer reflects lower variable rate debt expense due to lower than budget interest expense of \$3.2 million as a result of lower than anticipated interest rates and lower SRF of \$370,000 due to transaction timing and structure.

**Capital Finance
(\$ in millions)**



The graph below reflects the FY26 actual variable rate trend by week against the FY26 Budget.



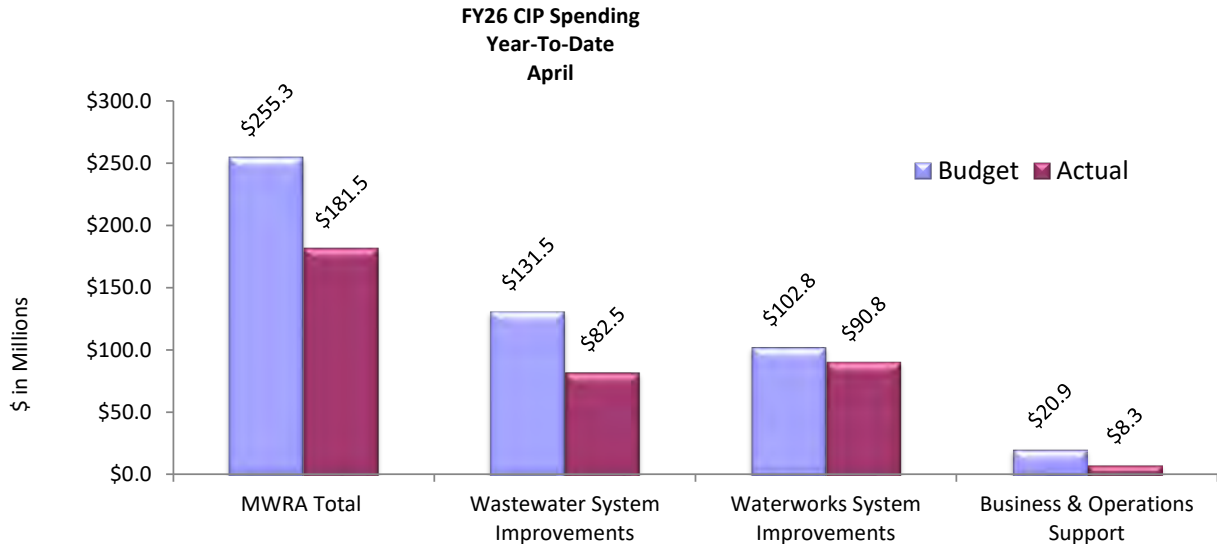
Revenue & Income

Revenues of \$766.6 million were \$5.5 million or 0.7% greater than the estimate driven by Investment Income which was \$2.3 million or 12.2% greater than planned primarily due to higher than assumed interest rates. Higher Other Revenue of \$2.7 million was driven by the receipt of Debt Service Assistance of \$1.2 million (first time receiving since FY23) and favorable Energy Revenue of \$929,000 due to the receipt of Renewable Portfolio Credits.

FY26 Capital Improvement Program

Capital expenditures in Fiscal Year 2026 through April totaled \$181.5 million, \$73.8 million or 28.9% under planned spending.

After accounting for programs which are not directly under MWRA’s control which include the Inflow and Infiltration (I/I) grant/loan program, the Local Water System Assistance loan program, and the community managed Combined Sewer Overflow (CSOs) projects, capital spending totaled \$140.5 million, \$75.2 million or 34.9% under planned spending.



Overall, CIP spending reflects less than planned spending in Wastewater Improvements (\$49.1 million), less than planned spending in Waterworks (\$12.1 million) and less than planned spending in Business and Operations Support (\$12.6 million). Major variances in Wastewater are primarily due to less than anticipated progress for the Deer Island Treatment Plant (DITP) Clarifier Rehab Phase 2 contract, less than anticipated requests for community grants and loans for the I/I Local Financial Assistance Program, lower than projected task order work for DITP As-Needed Design contracts, contractor progress less than anticipated for Hayes Pump Station Rehab, and Somerville Marginal New Pipe Connection.

Major variances in Waterworks include less than planned spending due to contractor progress for Section 75A and 47 Extension - CP-1, final work pending for Wachusett Lower Gatehouse Pipe & Boiler Replacement Construction, lower than projected task order work for CWTP Technical Assistance, work scheduled for FY26 completed in FY25 for Metro Redundancy Interim Improvements CP2 Shaft 5, updated schedule for NIH Storage - Design CA/RI, and less than planned consultant progress for WASM 3 - MEPA/Design/CA/RI and Metro Water Tunnel Program Geotechnical Support Services. This was partially offset by greater than anticipated loan distributions for the Water Loan Program, contractor progress for CP-2 NEH Improvements, Section 56 Replacement/Saugus River – Construction, and Section 89/29 Replacement Construction.

\$ in Millions	Budget	Actuals	\$ Var.	% Var.
Wastewater System Improvements				
Interception & Pumping	21.5	13.7	(7.9)	-36.5%
Treatment	64.4	40.0	(24.4)	-37.9%
Residuals	2.0	0.3	(1.8)	-87.3%
CSO	4.3	2.2	(2.1)	-49.1%
Other	39.3	26.4	(13.0)	-33.0%
Total Wastewater System Improvements	\$131.5	\$82.5	(\$49.1)	-37.3%
Waterworks System Improvements				
Drinking Water Quality Improvements	3.5	1.1	(2.4)	-69.1%
Transmission	43.7	31.3	(12.4)	-28.5%
Distribution & Pumping	42.6	35.5	(7.0)	-16.5%
Other	13.1	22.9	9.8	75.1%
Total Waterworks System Improvements	\$102.8	\$90.8	(\$12.1)	-11.7%
Business & Operations Support	\$20.9	\$8.3	(\$12.6)	-60.4%
Total MWRA	\$255.3	\$181.5	(\$73.8)	-28.9%

FY26 Spending by Program:

The main reasons for the project spending variances in order of magnitude are:

Wastewater Treatment: Less than planned spending of \$24.4 million

- \$15.2 million for Clarifier Rehabilitation Phase 2 Construction due to contractors' progress was less than anticipated.
- \$5.2 million for DITP As-Needed Design due to (lower than projected task order work.
- \$1.8 million for Cryogenics Facility Valve Replacement due to schedule change.
- \$1.1 million for DITP Roofing Replacement due to pending claims resolution.
- This under planned spending was partially offset by greater than planned spending of \$2.9 million for HVAC Equipment Replacement - Design/ESDC, and \$1.3 million for Digester & Storage Tank Rehabilitation Design/ESDC due to consultant progress greater than anticipated.

Other Wastewater: Less than planned spending of \$13.0 million

- \$13.0 million for Community I/I due to less than anticipated requests for community grants and loans.

Business & Operations Support: Less than planned spending of \$12.6 million

- \$3.7 million for heat pumps at Chelsea Facility, Wachusett Lower Gatehouse, New Neponset Pump Station and Newton Pumping Station due to schedule changes.
- \$3.5 million for As-Needed Design Contracts due to lower than projected task order work.
- \$1.6 million for Security Equipment & Installation due to project delays including upgrades to communication circuits and Incident Management System.
- \$0.5 million for Servers due to less than anticipated progress for implementation.

Waterworks Transmission: Less than planned spending of \$12.4 million

- \$2.6 million for Wachusett Lower Gatehouse Pipe & Boiler Replacement pending final work.
- \$2.0 million for Metro Redundancy Interim Improvements CP2 Shaft 5 due to work scheduled for FY26 completed in FY25.
- \$1.6 million for WASM 3 - MEPA/Design/CA/RI, and \$1.1 million for Geotechnical Support Services due consultants progress less than planned.
- \$1.5 million for Sudbury/Foss Dam Construction due to updated schedule for work at the Foss Dam.

Other Waterworks: Greater than planned spending of \$9.8 million

- \$14.4 million for Local Financial Assistance due to greater than anticipated loan distributions for the Community Water Loan Program, and \$0.5 million for CWTP SCADA Upgrades - Design, Programming, RE due to consultant progress greater than anticipated.
- This greater planned spending was partially offset by less than planned spending of \$1.4 million for Steel Tank Improvements - Design/CA and REI due to CA and REI services less than anticipated.

Interception & Pumping: Less than planned spending of \$7.9 million

- \$3.9 million for Hayes Pump Station Rehab Construction due to contractor progress less than anticipated.
- \$1.1 million for Ward St & Columbus Park Headworks Design/CA due to consultant progress less than anticipated.
- This underspending was partially offset by work planned in FY25 that was completed in FY26 of \$1.0 million for West Roxbury Tunnel Inspection and \$0.6 million for the Braintree-Weymouth Improvements Construction contracts.

Water Distribution and Pumping: Less than planned spending of \$7.0 million

- \$4.2 million for Section 75A and 47 Extension CP-1 Construction due to less than planned contractor progress.
- \$3.3 million for CP-1 Section 68 Construction and \$2.0 million for NIH Storage Design CA/RI due to updated schedules.
- This less than planned spending was partially offset by greater than planned spending of \$4.55 million for CP-2 NEH Improvements, \$1.4 million for Section 56 Replacement/Saugus River Construction, \$1.0 million for Section 89/29 Replacement Construction.

Drinking Water Quality Improvements: Less than planned spending of \$2.4 million

- \$2.4 million for CWTP Technical Assistance due to lower than projected task order work.

Combined Sewer Overflow: Less than planned spending of \$2.1 million

- \$1.9 million for Somerville Marginal New Pipe Connection due to contractor progress less than anticipated.

Residuals: Less than planned spending of \$1.8 million

- \$1.4 million for schedule change for Various Equipment Replacement work.

Please see Attachment B for detailed FY26 CIP variance explanations of all FY26 for projects.

Construction Fund Balance

The construction fund balance was \$127.3 million as of the end of April. Commercial Paper/Revolving Loan available capacity was \$160.0 million.

ATTACHMENTS:

Attachment 1 – Variance Summary April 2026

Attachment 2 – Current Expense Variance Explanations

Attachment 3 – Capital Improvement Program Variance Explanations

Attachment 4 – Year-End Current Expense Projections vs. Budget

ATTACHMENT 1
FY26 Actuals vs. FY26 Budget

	Apr 2026				
	Year-to-Date				
	Period 10 YTD Budget	Period 10 YTD Actual	Period 10 YTD Variance	%	FY26 Approved
<u>EXPENSES</u>					
WAGES AND SALARIES	\$ 108,470,326	\$ 103,358,498	\$ (5,111,828)	-4.7%	\$ 133,658,992
OVERTIME	5,273,499	4,941,906	(331,593)	-6.3%	6,449,019
FRINGE BENEFITS	24,989,273	22,531,329	(2,457,944)	-9.8%	30,489,107
WORKERS' COMPENSATION	1,816,442	2,055,106	238,664	13.1%	2,179,730
CHEMICALS	15,683,339	14,423,204	(1,260,135)	-8.0%	19,307,228
ENERGY AND UTILITIES	28,137,321	30,776,654	2,639,333	9.4%	33,579,064
MAINTENANCE	32,715,200	34,505,374	1,790,174	5.5%	43,622,667
TRAINING AND MEETINGS	558,659	281,790	(276,869)	-49.6%	689,741
PROFESSIONAL SERVICES	9,218,081	8,434,577	(783,504)	-8.5%	11,302,703
OTHER MATERIALS	4,852,182	4,619,083	(233,099)	-4.8%	7,656,637
OTHER SERVICES	31,217,071	26,180,559	(5,036,512)	-16.1%	39,045,372
TOTAL DIRECT EXPENSES	\$ 262,931,393	\$ 252,108,080	\$ (10,823,312)	-4.1%	\$ 327,980,260
INSURANCE	\$ 4,572,200	\$ 4,162,471	\$ (409,729)	-9.0%	\$ 5,529,173
WATERSHED/PILOT	30,515,369	26,815,919	(3,699,450)	-12.1%	35,118,900
HEEC PAYMENT	5,726,634	5,625,897	(100,737)	-1.8%	6,837,804
MITIGATION	1,545,645	1,545,645	-	0.0%	1,869,152
ADDITIONS TO RESERVES	1,626,960	1,626,960	-	0.0%	1,967,486
RETIREMENT FUND	26,347,117	26,347,117	-	0.0%	26,347,117
POST EMPLOYEE BENEFITS	-	-	-	---	5,349,182
TOTAL INDIRECT EXPENSES	\$ 70,333,925	\$ 66,124,009	\$ (4,209,916)	-6.0%	\$ 83,018,814
STATE REVOLVING FUND	\$ 69,151,399	\$ 68,781,244	\$ (370,155)	-0.5%	\$ 84,683,758
SENIOR DEBT	232,375,264	232,375,264	-	0.0%	289,254,618
DEBT SERVICE ASSISTANCE	-	-	-	---	-
CURRENT REVENUE/CAPITAL	-	-	-	---	21,500,000
SUBORDINATE MWRA DEBT	75,981,593	75,981,593	-	0.0%	91,345,699
LOCAL WATER PIPELINE CP	-	-	-	---	10,208,818
CAPITAL LEASE	2,660,261	2,660,261	-	0.0%	3,217,060
VARIABLE DEBT	-	(3,229,836)	(3,229,836)	---	-
DEFEASANCE ACCOUNT	-	3,599,991	3,599,991	---	-
DEBT PREPAYMENT	-	-	-	---	8,500,000
TOTAL CAPITAL FINANCE EXPENSE	\$ 380,168,517	\$ 380,168,517	\$ -	0.0%	\$ 508,709,953
TOTAL EXPENSES	\$ 713,433,835	\$ 698,400,606	\$ (15,033,228)	-2.1%	\$ 919,709,027
<u>REVENUE & INCOME</u>					
RATE REVENUE	\$ 726,667,750	\$ 726,667,750	\$ -	0.0%	\$ 878,761,000
OTHER USER CHARGES	9,989,005	10,590,871	601,866	6.0%	10,939,768
OTHER REVENUE	5,997,136	8,670,388	2,673,252	44.6%	6,675,834
RATE STABILIZATION	-	-	-	---	-
INVESTMENT INCOME	18,420,931	20,672,100	2,251,169	12.2%	23,332,425
TOTAL REVENUE & INCOME	\$ 761,074,822	\$ 766,601,109	\$ 5,526,287	0.7%	\$ 919,709,027

ATTACHMENT 2
Current Expense Variance Explanations

Total MWRA	FY26 Budget April	FY26 Actuals April	FY26 Actual vs. FY26 Budget		Explanations
			\$	%	
Direct Expenses					
Wages & Salaries	108,470,326	103,358,498	(5,111,828)	-4.7%	Wages and Salaries were lower than budget by \$5.1 million or 4.7%. Through April, there were 83 fewer average FTEs (1,083 versus 1,166 budget) or 7.1% and , lower average new hire salaries versus retirees. The timing of backfilling vacant positions also contributed to Regular Pay being under budget.
Overtime	5,273,499	4,941,906	(331,593)	-6.3%	Overtime expenses were lower than budget by \$332,000 or 6.3%. Lower than budgeted spending in TRAC of \$100,000, Occupational Health & Safety of \$38,000, Engineering & Construction of \$37,000, all due to less than anticipated needs. Underspending in Field Operations of \$198,000 due to less than anticipated emergency events. Year-to-Date rainfall was a major contributor for the less than anticipated overtime.
Fringe Benefits	24,989,273	22,531,329	(2,457,944)	-9.8%	Fringe Benefits spending was lower than budget by \$2.5 million or 9.8%. This is primarily driven by lower Health Insurance costs of \$2.3 million, due to fewer than budgeted participants in health insurance plans, increased contribution by external new hires vs. lower contribution rates of staff retiring, and the shift from family to individual plans which are less expensive.
Worker's Compensation	1,816,442	2,055,106	238,664	13.1%	Worker's Compensation expenses were greater than budget by \$239,000 or 8.0%. The variance is due to higher than budgeted expenses for Compensation Payments of \$303,000, partially offset by Medical Payments of \$62,000 and Administrative Expenses of \$2,000. Due to uncertainties of when spending will happen, the budget was spread evenly throughout the year.
Chemicals	15,683,339	14,423,204	(1,260,135)	-8.0%	Chemicals were lower than budget by \$1.3 million or 8.0%. Lower Sodium Hypochlorite of \$305,000 due to lower flows at Deer Island partially offset by higher than projected flows at the Carroll WTP. Lower Sodium Bisulfite of \$316,000 primarily driven by lower volume at DITP due to lower quantities to dechlorinate the effluent which will be fine tuned as a result of new permit requirements, and Wastewater Operations due to less than anticipated CSO activations. Lower Liquid Oxygen of \$194,000 due to lower dosing at Carroll Water Treatment Plant and Carbon Dioxide of \$196,000 driven by flow. Lower Ferric Chloride of \$186,000 due to lower dosing since sludge orthophosphate levels were within their target levels. Lower Polymer of \$120,000 due to lower than expected secondary sludge production. This was partially offset by higher Hydrogen Peroxide of \$360,000 to reduce elevated H2S levels for odor pretreatment and corrosion control and allows staff to perform maintenance activities and ongoing tank work more safely within the tanks due to the low flows and higher Soda Ash of \$153,000 due to flow at CWTP. DITP flows are 16.6% less than planned and the CWTP flows are 6.0% greater than planned through April. It is important to note that Chemical variances are also based on deliveries which in general reflect the usage patterns. However, the timing of deliveries is an important factor.

ATTACHMENT 2
Current Expense Variance Explanations

Total MWRA	FY26 Budget April	FY26 Actuals April	FY26 Actual vs. FY26 Budget		Explanations
			\$	%	
Utilities	28,137,321	30,776,654	2,639,333	9.4%	Utilities were higher than budget by \$2.6 million or 9.4%. Higher than budgeted spending for Electricity of \$1.4 million driven by Deer Island Treatment Plant (DITP) of \$1.5 million which was primarily due to Eversource Energy for higher pricing as well as Direct Energy real time charges. Higher spending for Diesel Fuel of \$743,000 primarily due to DITP purchase made earlier than anticipated. Higher spending for Natural Gas of \$332,000 due to higher pricing and volume. Higher spending for Water of \$153,000 primarily due to greater than projected water usage at DITP as a result of the DITP Primary and Secondary Clarifier Rehabilitation project.
Maintenance	32,715,200	34,505,374	1,790,174	5.5%	Maintenance spending was higher than budget by \$1.8 million or 5.5%. Maintenance Materials were greater than budget by \$2.6 million driven by higher Inventory of \$847,000, higher Special Equipment Materials of \$1.1 million also due to greater than anticipated spending through April including PICS equipment as well as inventory, higher Plant & Machinery Materials of \$657,000 due to greater than anticipated spending through April including unplanned cost for primary scum actuators and updated cost for the Reactor Mixer Gearbox 50 H.P. Replacement. Higher Automotive Materials of \$186,000 due to greater than anticipated purchases. <i>Maintenance Services</i> were lower than budget by \$852,000 driven by Special Equipment Services of \$1.2 million due to less than anticipated spending through April including the PLC replacement at Union Park Pump Station. Building and Grounds Services of \$546,000 due to less than anticipated services through April including invasives control, Pipe Services of \$208,000 due to less than anticipated services for paving and less than anticipated spending for manhole rehabilitation through April. This underspending was partially offset by higher Computer Software Licenses/Upgrades of \$942,000 for licenses anticipated later in the fiscal year as well as updated software license costs including MAXIMO, unbudgeted items for Info OS Essentials, Data PARC, SAN Switches, and updated costs including PIMS, and Electrical Services of \$220,000 due to greater than anticipated spending through April.
Training & Meetings	558,659	281,790	(276,869)	-49.6%	Training & Meetings were lower than budget by \$277,000 or 49.6% primarily due to less than anticipated spending on meetings and conferences driven by MIS (\$99,000), Admin Director's Office (\$54,000), DITP (\$26,000), Tunnel Redundancy (\$23,000), partially offset Operations Administration of \$61,000.
Professional Services	9,218,081	8,434,577	(783,504)	-8.5%	Professional Services were lower than budget by \$784,000 or 8.5% driven by lower Other Services of \$587,000 due to less than anticipated spending through April including the Disparity Study, less than anticipated Security Services of \$145,000 and Engineering Services of \$131,000, due to less than anticipated costs through April. These were partially offset by higher Legal Services of \$265,000 due to greater than anticipated spending on outside counsel through April.

ATTACHMENT 2
Current Expense Variance Explanations

Total MWRA	FY26 Budget April	FY26 Actuals April	FY26 Actual vs. FY26 Budget		Explanations
			\$	%	
Other Materials	4,852,182	4,619,083	(233,099)	-4.8%	Other Materials spending was lower than budget by \$233,000 or 4.8% driven by Other Materials of \$557,000 due to less than anticipated materials purchases including gravel purchases, Computer Hardware of \$400,000 due to less than anticipated purchases through April, and Vehicle Expense of \$317,000 due to less than anticipated spending driven by lower fuel prices for most of the year. This less than budget spending was partially offset by Vehicle Purchases/Replacements of \$791,000 due to earlier than anticipated purchases through April, greater than anticipated spending on Lab & Testing Supplies of \$186,000, Equipment/Furniture of \$167,000, and Health/Safety of \$109,000 through April.
Other Services	31,217,071	26,180,559	(5,036,512)	-16.1%	Other Services were lower than budget by \$5.0 million or 16.1% driven by lower than anticipated expenses through April for Sludge Pelletization of \$4.1 million primarily for the potential PFAS regulation changes requiring landfilling that had no spending but were budgeted for, Telecommunications of \$774,000, and Grit & Screenings Removal of \$410,000 primarily due to lower quantities. These were partially offset by greater than anticipated spending for Police Details of \$136,000 through April.
Total Direct Expenses	262,931,393	252,108,080	(10,823,313)	-4.1%	
Indirect Expenses					
Insurance	4,572,200	4,162,471	(409,729)	-9.0%	Lower premiums of \$497,000 partially offset by higher payments/claims of \$88,000 than budgeted.
Watershed/PILOT	30,515,369	26,815,919	(3,699,450)	-12.1%	Lower Watershed Reimbursement is \$3.7 million less than budget driven by lower spending on Wages & Salaries, Fringe Benefits, and Maintenance.
HEEC Payment	5,726,634	5,625,897	(100,737)	-1.8%	HEEC Revenue Requirement of (\$72,000), HEEC O&M Charge of (\$28,000).
Mitigation	1,545,645	1,545,645	-	0.0%	
Addition to Reserves	1,626,960	1,626,960	-	0.0%	
Pension Expense	26,347,117	26,347,117	-	0.0%	
Post Employee Benefits	-	-	-		
Total Indirect Expenses	70,333,925	66,124,009	(4,209,916)	-6.0%	

ATTACHMENT 2
Current Expense Variance Explanations

Total MWRA	FY26 Budget April	FY26 Actuals April	FY26 Actual vs. FY26 Budget		Explanations
			\$	%	
Debt Service					
Debt Service	380,168,517	380,168,517	-	0.0%	Capital Financing matched the budget after the transfer of \$3.6 million to the Defeasance account. The transfer reflects lower variable rate debt expense due to lower than budget interest expense of \$3.2 million as a result of lower than anticipated interest rates, and \$256,000 for the SRF due to transaction timing.
Debt Service Assistance	-		-		
Total Debt Service Expenses	380,168,517	380,168,517	-	0.0%	
Total Expenses					
Total Expenses	713,433,835	698,400,606	(15,033,228)	-2.1%	
Revenue & Income					
Rate Revenue	726,667,750	726,667,750	-	0.0%	
Other User Charges	9,989,005	10,590,871	601,866	6.0%	
Other Revenue	5,997,136	8,670,388	2,673,252	44.6%	Other Revenue was \$2.7 million or 44.6% greater than budget due to the receipt of Debt Service Assistance of \$1.2 million, Energy Revenue of \$929,000, and Miscellaneous Revenue of \$466,000.
Rate Stabilization	-	-	-		
Investment Income	18,420,931	20,672,100	2,251,169	12.2%	Investment Income is over budget due to higher than assumed interest rates.
Total Revenue	761,074,822	766,601,109	5,526,287	0.7%	
Net Revenue in Excess of Expenses	47,640,987	68,200,503	20,559,515		

**ATTACHMENT 3
FY26 CIP Variance Report (\$000s)**

	FY26 Budget April	FY26 Actuals April	Actuals vs. Budget		Explanations
			\$	%	
Wastewater					
Interception & Pumping (I&P)	\$21,513	\$13,654	(\$7,859)	-36.5%	<u>Less than planned spending</u> Hayes Pump Station Rehab - Construction and REI: \$3.9M (contractor progress less than anticipated) Cottage Farm/Prison Point Chemical Storage Tank: \$1.0M, North Collection Sewer System Rehab - Design/ESDC/REI: \$750k, Siphon Structure Construction: \$1.1M, Cottage Farm CSO, DeLauri and Framingham Pump Stations Fuel Tank Replacements: \$577k, and Heat Pumps at Various Wastewater Facilities: \$508k (schedule changes) Ward St & Columbus Park Headworks Design/CA: \$1.1M (consultant progress less than anticipated) <u>Greater than planned spending</u> West Roxbury Tunnel Inspection: \$1.0M, Braintree-Weymouth Improvements Construction: \$608k and IPS Transformer Replacement: \$270k (work planned in FY25 performed in FY26) Temporary easements for Malden/Melrose Interceptor 7 project: \$490k.
Treatment	\$64,412	\$40,030	(\$24,383)	-37.9%	<u>Less than planned spending</u> Clarifier Rehabilitation Phase 2 Construction: \$15.2M (contractors' progress less than anticipated) DITP As-Needed Design: \$5.2M (lower than projected task order work) DITP Roofing Replacement: \$1.1M (pending claims resolution) Cryogenics Facility Valve Replacement: \$1.8M, DiStor Membrane Replacements: \$1.2M, Chemical Pipe Replacement - Construction: \$1.5M, Screw Pump Replacement Phase 2 - Construction: \$1.0M, and Odor Control Rehab - Design/ESDC: \$833k (schedule changes) SSPS VFD Replacement Design/ESDC/REI: \$1.1M (less than anticipated consultant progress) <u>Greater than planned spending</u> HVAC Equipment Replacement - Design/ESDC: \$2.9M and Digester & Storage Tank Rehabilitation Design/ESDC: \$1.3M (consultants' progress greater than anticipated)
Residuals	\$2,033	\$257	(\$1,776)	-87.3%	Various Equipment Replacement Design and Construction: \$1.8M (schedule change)
CSO	\$4,257	\$2,166	(\$2,091)	-49.1%	<u>Less than planned spending</u> Somerville Marginal New Pipe Connection: \$1.9M (contractor progress less than anticipated) and REI:\$500k (work being done under technical assistance contract)

**ATTACHMENT 3
FY26 CIP Variance Report (\$000s)**

	FY26 Budget April	FY26 Actuals April	Actuals vs. Budget		Explanations
			\$	%	
Other Wastewater	\$39,321	\$26,353	(\$12,967)	-33.0%	<u>Less than planned spending</u> I/I Local Financial Assistance: \$13.0M (less than anticipated requests for community grants and loans)
Total Wastewater	\$131,537	\$82,461	(\$49,076)	-37.3%	

**ATTACHMENT 3
FY26 CIP Variance Report (\$000s)**

	FY26 Budget April	FY26 Actuals April	Actuals vs. Budget		Explanations
			\$	%	
Waterworks					
Drinking Water Quality Improvements	\$3,476	\$1,074	(\$2,402)	-69.1%	<u>Less than planned spending</u> CWTP Technical Assistance: \$2.4M (lower than projected task order work)
Transmission	\$43,686	\$31,251	(\$12,435)	-28.5%	<u>Less than planned spending</u> Wachusett Lower Gatehouse Pipe & Boiler Replacement Construction: \$2.6M (pending final work) Metro Redundancy Interim Improvements CP2 Shaft 5 Construction and REI: \$2.0M, (work scheduled for F26 performed in FY25) WASM 3 -MEPA/Design/CA/RI: \$1.6M, Geotechnical Support Services: \$1.1M, Construction Management: \$657k, and Program Support Services: \$644k (consultants progress less than planned), and Waltham Water Pipeline REI: \$500k, (less than anticipated REI services) Sudbury/Foss Dam Construction: \$1.5M (updated schedule for work at the Foss Dam) Quabbin Maintenance Garage/Wash Bay/Storage Building - Construction: \$933k, Tunnel Construction - CP3, Needham Dewatering Drain: \$667k, and Ware River Shaft 8 Retaining Wall: \$467k (schedule changes) Quinapoxet Dam Removal - Construction: \$387k (balancing credit change order) <u>Greater than planned spending</u> Metropolitan Water Tunnel Final Design/ESDC: \$1.1M (consultant progress greater than planned)
Distribution & Pumping	\$42,590	\$35,550	(\$7,040)	-16.5%	<u>Less than planned spending</u> Section 75A and 47 Extension - CP-1 Construction: \$4.2M (less than planned contractor progress) NIH Storage - Design CA/RI:\$2.0M (updated schedule) CP-1 Section 68 Construction: \$3.3M (schedule change) CP-2, Sections 25 & 24 - Construction and REI: \$1.4M, (less than planned contractor progress) Cathodic Protection Shaft E, N & W Improvements - Construction: \$831k (Notice to proceed later than anticipated) CP-2, Sections 25 & 24 - REI: \$619k (less than anticipated REI services) <u>Greater than planned spending</u> CP-2 NEH Improvements: \$4.5M, Section 56 Replacement/Saugus River - Construction: \$1.4M, and Section 89/29 Replacement Construction: \$982k (greater than planned contractor progress)

**ATTACHMENT 3
FY26 CIP Variance Report (\$000s)**

	FY26 Budget April	FY26 Actuals April	Actuals vs. Budget		Explanations
			\$	%	
Other Waterworks	\$13,087	\$22,909	\$9,822	75.1%	<u>Greater than planned spending</u> Local Water Pipeline Financial Assistance Program: \$14.4M (greater than anticipated distributions for the Community Water Loan Program) CWTP SCADA Upgrades - Design, Programming, RE: \$468k (consultant progress greater than anticipated) <u>Less than planned spending</u> Steel Tank Improvements - Design/CA and REI: \$1.4M (CA and REI services less than anticipated) Roofs at Gillis/Brattle Court/Newton Pump Stations Construction and REI: \$2.0M, and Steel Tank Improvements Construction Phase 2: \$624k (schedule changes) Steel Tank Improvements Construction: \$684k (contractor progress less than anticipated)
Total Waterworks	\$102,838	\$90,783	(\$12,055)	-11.7%	

ATTACHMENT 3
FY26 CIP Variance Report (\$000s)

	FY26 Budget April	FY26 Actuals April	Actuals vs. Budget		Explanations
			\$	%	
Business & Operations Support					
Total Business & Operations Support	\$20,931	\$8,295	(\$12,636)	-60.4%	<u>Less than planned spending</u> As-Needed Design Contracts: \$3.5M (lower than projected task order work) Chelsea Administration Building Heat Pumps: \$2.2, and Heat Pumps at Wachusett Lower Gatehouse, New Neponset Pump Station and Newton Street Pumping Station: \$1.5M, Deer Island Solar Canopy Project: \$1.0M, and Cabling: \$1.0M (schedule changes) Security Equipment & Installation: \$1.6M (delays with projects including upgrades to communication circuits and Incident Management System) Servers v.2: \$466k (less than anticipated progress for implementation) Data Center Firewalls: \$622k (schedule change) <u>Greater than planned spending</u> DITP Wind Turbine 1 Replacement: \$920k (down payment for equipment)
Total MWRA	\$255,305	\$181,539	(\$73,767)	-28.9%	

**Attachment 4
FY26 Budget vs. FY26 Projection**

TOTAL MWRA	FY26 Budget	FY26 Projection	Change FY26 Budget vs FY26 Projection	
			\$	%
EXPENSES				
WAGES AND SALARIES	\$ 133,658,993	\$ 126,807,748	\$ (6,851,245)	-5.1%
OVERTIME	6,449,017	6,126,566	(322,451)	-5.0%
FRINGE BENEFITS	30,489,107	28,507,315	(1,981,792)	-6.5%
WORKERS' COMPENSATION	2,179,730	2,234,223	54,493	2.5%
CHEMICALS	19,307,228	18,341,867	(965,361)	-5.0%
ENERGY AND UTILITIES	33,579,064	35,779,064	2,200,000	6.6%
MAINTENANCE	43,622,667	45,447,667	1,825,000	4.2%
TRAINING AND MEETINGS	689,741	482,819	(206,922)	-30.0%
PROFESSIONAL SERVICES	11,302,703	11,076,649	(226,054)	-2.0%
OTHER MATERIALS	7,656,637	7,886,336	229,699	3.0%
OTHER SERVICES	39,045,372	32,308,492	(6,736,880)	-17.3%
TOTAL DIRECT EXPENSES	\$ 327,980,260	\$ 314,998,747	\$ (12,981,513)	-4.0%
INSURANCE	\$ 5,529,174	\$ 5,209,230	\$ (319,944)	-5.8%
WATERSHED/PILOT	35,118,900	32,454,789	(2,664,111)	-7.6%
HEEC PAYMENT	6,837,804	6,687,466	(150,338)	-2.2%
MITIGATION	1,869,152	1,869,152	-	0.0%
ADDITIONS TO RESERVES	1,967,483	1,967,483	-	0.0%
RETIREMENT FUND	26,347,116	26,347,116	-	0.0%
POSTEMPLOYMENT BENEFITS	5,349,184	5,349,184	-	0.0%
TOTAL INDIRECT EXPENSES	\$ 83,018,813	\$ 79,884,420	\$ (3,134,393)	-3.8%
STATE REVOLVING FUND	\$ 84,683,758	\$ 84,057,341	\$ (626,417)	-0.7%
SENIOR DEBT	289,254,619	284,872,966	(4,381,653)	-1.5%
SUBORDINATE DEBT	91,345,699	87,503,176	(3,842,523)	-4.2%
LOCAL WATER PIPELINE CP	10,208,818	6,892,555	(3,316,264)	-32.5%
CURRENT REVENUE/CAPITAL	21,500,000	21,500,000	-	0.0%
CAPITAL LEASE	3,217,060	3,217,060	-	0.0%
DEBT PREPAYMENT	8,500,000	8,500,000	-	0.0%
DEBT SERVICE ASSISTANCE	-	-	-	0.0%
TOTAL DEBT SERVICE	\$ 508,709,954	\$ 496,543,098	\$ (12,166,856)	-2.4%
TOTAL EXPENSES	\$ 919,709,027	\$ 891,426,265	\$ (28,282,762)	-3.1%
REVENUE & INCOME				
RATE REVENUE	\$ 878,761,000	\$ 878,761,000	\$ -	0.0%
OTHER USER CHARGES	10,939,765	11,158,560	218,795	2.0%
OTHER REVENUE	6,675,837	7,610,454	934,617	14.0%
RATE STABILIZATION	-	-	-	0.0%
INVESTMENT INCOME	23,332,425	25,854,205	2,521,780	10.8%
TOTAL REVENUE & INCOME	\$ 919,709,027	\$ 923,384,220	\$ 3,675,193	0.4%

VARIANCE: **\$ (31,957,955)** **\$ (31,957,955)**

STAFF SUMMARY


TO: Board of Directors
FROM: Stephen Estes-Smargiassi, Executive Director
DATE: May 20, 2026
SUBJECT: MWRA FY27 Insurance Program Renewal



COMMITTEE: Administration, Finance & Audit

 INFORMATION
 X VOTE

Jeffrey R. McAvoy, Director, Risk Management
Preparer/Title


Thomas J. Durkin
Director, Finance

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. For FY27, staff worked with the current contracted brokers to obtain renewal quotes for the expiring FY26 policies. All policies expire on June 30, 2026, with the exception of the Treasurer's Bond, which renews in January. Most lines of coverage are able to be renewed at current premium levels; however, premium increases are present for the General Liability Policy and Excess Liability Program. Our property insurance premium renewal quote is lower than the current premium by 2%. In addition, the availability of Membership Credits totaling \$759,093 through our property insurer will offset premium increases on other lines. The result is a proposed program renewal total of \$4,615,836 for FY27; a net increase of 0.08% over the FY26 total of \$4,579,347.

RECOMMENDATION:

To approve renewal of MWRA's Insurance Program for FY27 through the existing Broker Service Contracts for premiums, and fees described below, and incorporated by reference for the record, resulting in a total program amount not to exceed \$4,615,836, including Surplus Lines taxes and Broker fees:

- (1) Workers' Compensation Excess Policy with Arch Insurance company (Arch), submitted by broker King Insurance Partners (King Partners), for the period beginning July 1, 2026 through June 30, 2027, with a \$25 million limit and a \$1 million self-insured retention, for a premium of \$227,571;
- (2) Property Policy (including Boiler & Machinery coverage) with Factory Mutual Insurance Co. (FM Global), for the period beginning July 1, 2026, through June 30, 2027, with various limits of coverage and a \$2.5 million self-insured retention, resulting in a net premium of \$1,844,595;
- (3) General Liability Policy (including Automobile Liability, Marine Liability, Wharfingers,

Limited Pollution, and Employment Practice Liability) with Lexington Insurance Company (Lexington), submitted by broker King Partners, for the period beginning July 1, 2026 through June 30, 2027, with a \$5 million limit and a \$2.5 million self-insured retention, for a premium of \$324,980;

- (4) Excess General Liability Policies with insurance companies to be determined and submitted by broker King Partners, for the period beginning July 1, 2026 through June 30, 2026, providing a combined total of \$90 million of excess liability coverage for a total combined premium not to exceed \$2,010,398;
- (5) Public Official's Liability Policy with National Union Fire Insurance Company of Pittsburgh, PA (National), submitted by broker Arthur J. Gallagher Risk Management Services Inc. (AJG), for the period beginning July 1, 2026 through June 30, 2027, with a \$5 million limit and a \$1 million self-insured retention, for a premium of \$113,576, including broker commission;
- (6) Fiduciary Liability Policy with Chubb/ACE Insurance Co. (AIG), submitted by broker AJG, for the period beginning July 1, 2026 through June 30, 2027, with a \$5 million limit and a \$1 million self-insured retention, for a premium of \$11,427, including broker commission;
- (7) Public Official's/Crime Bond with Great American Insurance Co. (Great American), submitted by broker King Partners, for the period beginning July 1, 2026 through June 30, 2027, with a \$1 million limit and a \$25,000 deductible for a premium of \$5,789;
- (8) Treasurer's Bond with a \$1 million limit with an insurance company to be determined in an amount not to exceed \$2,500, with a one-year term beginning January 2027 (To be submitted by King Partners); and
- (9) Broker fees per contract with King Partners, for an amount of \$75,000, and AJG for the commissions included within the policy premiums.

DISCUSSION:

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 Commonwealth of Massachusetts 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 Treasurer's Bond) expire on June 30, 2026, and require renewal.

MWRA's insurance program is renewed on an annual basis due to the reluctance on the part of insurance companies to provide firm pricing for more than a one-year term. For FY27, staff engaged the current Contracted Brokers (King and Arthur J. Gallagher) to solicit renewal quotes for their respective awarded lines of coverage. These brokers were awarded three-year contracts beginning with the FY26 Insurance Procurement. Staff anticipated increases in rates and premiums for FY27 based on current insurance market conditions and inflationary pressures.

The Insurance industry has experienced increased losses and risk exposures across all lines over the past several years leading to an increased level of uncertainty and risk, seen particularly in the Liability and Excess Liability marketplace. While the market is softening to some degree, "Hard Market" conditions continue to persist resulting in reduced capacity, restrictive coverage, and premium increases. MWRA's property insurance carrier, FM, a mutual company, has experienced favorable loss and financial conditions in the past few years and has authorized two Membership Credits¹ based on MWRA's tenure with this insurer and favorable loss history, providing a significant premium credit for the FY27 renewal cycle. The premium credit applied to the FY27 property renewal equates to \$759,093. These credits are in addition to the 2% reduction in Property Insurance Premium quoted by FM for this renewal and serves to offset premium increases seen on other lines, reducing the overall insurance program cost.

MWRA's Insurance Consultant, KFDA Advisors (KFDA), reports seeing similar trends across its client base. Overall, the net cost of the insurance program recommended for FY27, including all policies and broker fees, is \$4,615,836, an increase of 0.08% above the expiring FY26 program.

CONCLUSION

Staff recommend the renewal of MWRA's insurance program for FY27, with the various coverages, limits and self-insured retention levels from the brokers and insurance companies identified above and as listed in the attached table. If approved, the FY26 total insurance premium cost, including brokers' fees through FY28, will be a not-to-exceed sum of \$4,615,836, an increase of 0.08% from last year.

BUDGET/FISCAL IMPACT:

The proposed FY26 CEB includes \$5.6 million. Staff will recommend, as part of the draft final CEB, \$4.9 million for the total cost of maintaining MWRA's insurance program, consisting of premiums, fees and payment of self-insured claims in FY27.

ATTACHMENT:

FY27 Insurance Proposal Table

¹ A Membership Credit is a form of dividend issued by a mutual insurance company to policyholders and is similar to a public stock dividend. The credit is applied to the following year's premium cost.

MWRA FY27 INSURANCE PROPOSALS

EXPIRING FY26 ACTUAL PREMIUMS

PROPOSED FY27 PREMIUMS


Item #	Coverage	Deductible/ Limit	FY26 Final Premium	Current (FY26) Insurance Co. (Broker)	FY27 Bids (See Note 1)	FY27 Insurance Co. (Broker)	Notes
1	Excess Workers Comp.	\$1M /\$25M	221,251	Arch Insurance (King Partners)	227,571	Arch Insurance (King Partners)	\$0.1568 per \$100 of Payroll (Flat Renewal) Broker Fees not included in premiums shown.
2	Property Insurance (including Boiler & Machinery)	\$2.5M / \$300M	2,034,170	FM Global (Direct Writer- No Broker Fee)	1,844,595	FM Global (Direct Writer- No Broker Fee)	FM quote includes \$759,093 in Member Credits. 10% Resiliency Credit and 20% Member Credit. FM Quote is based on a 2% Rate reduction over prior year and expanded membership credits over prior year
3	General Liability (Incl., Auto, Marine, Wharfingers, Limited Pollution and Employment Practice Liability)	\$5M	289,133	Lexington Insurance Co. King Partners)	324,980	Lexington Insurance Co.	Premium increase of \$35,847 or 12%. Increase in premium reflects current "Hard Market" conditions. Premium includes Surplus Lines Taxes.
4	Excess Liability	\$5M/\$100M	1,827,634	Accredited Speciality, HDI, Berkshire Hathaway, Gemini, Vantage Risk, Allied World, Westchester, Great American, Westfield, Crum & Forster, Bowhead (King Partners)	2,010,398	To Be Determined. (King Partners)	Premium shown is Not-to-Exceed amount. Structure of Excess Liability Program to be finalized to optimize coverage and premium. Amount projected represents a 10% premium increase over prior year and includes Surplus Lines Taxes.
5	Public Official's Liability	\$1M/\$5M	113,576	National Union (AIG) (Arthur J. Gallagher)	113,576	National Union (AIG) (Arthur J. Gallagher)	Nat. Union Premium shown is flat renewal and inclusive of broker fees.
6	Fiduciary Liability	\$1M/\$5M	10,994	Chubb (Arthur J. Gallagher)	11,427	Chubb (Arthur J. Gallagher)	Premium is a 4% increase renewal and inclusive of broker fees.
7	Public Official's/Crime Bond	\$25K/\$1M	5,789	Great American Insurance (King Partners)	5,789	Great American Insurance (King Partners)	Premium shown is flat renewal.
8	Treasurer's Bond	\$0/\$1M	1,800	Travelers Casualty & Surety (King Partners)	2,500	To Be Determined. (King Partners)	Renews in January 2027. Amount shown is a Not-to-Exceed amount.
9	Broker Fees -Various		75,000	Various	75,000	Various - See Note 2	Broker Fees unchanged from prior year
Total Program Cost					\$ 4,579,347	\$ 4,615,836	Total program increase of \$35,356 or 0.08%.

Note 1: Proposed for approval shown in bold.

Note 2: Broker Fees are \$75,000 for King Partners relating to General Liability, Excess Liability, W.C. Excess and Crime policies.
Arthur J. Gallagher's commission for Public Official and Fiduciary Policies are included in premiums shown.

STAFF SUMMARY

TO: Board of Directors
FROM: Stephen Estes-Smargiassi, Executive Director
DATE: May 20, 2026
SUBJECT: Amendment 2 to Purchase Order Contract for Infor/Lawson Enterprise Resource Planning Consultant
McInnis Consulting Services, Inc.
Bid WRA-5470Q, State Contract ITS77 Category 1A



COMMITTEE: Administration, Finance, & Audit

 INFORMATION

 X VOTE



Michele S. Gillen

Director of Administration

Paul Fentross, Business Applications Manager
Preparer/Title



Paula Weadick

Director, MIS

RECOMMENDATION:

To authorize the Executive Director, on behalf of the Authority, to approve Amendment 2 to Contract WRA-5470Q, Infor/Lawson Enterprise Resource Planning Consultant with McInnis Consulting Services, Inc. increasing the contract amount by \$247,065, from \$494,130 to \$741,195, and the billable hours by 1,950, from 3,900 to 5,850, for 52 weeks.

DISCUSSION:

The Systems Analyst Programmer III position in the Enterprise Resource Planning (ERP) team in MIS has been vacant since 2022. This position has been posted multiple times and to date, no qualified applicants have applied. While staff continue to try to fill the vacancy, MWRA needs functional and technical expertise to augment current staffing and to assure adequate support of the migration from the current Infor/Lawson Enterprise Resource Planning System (ERP) to Infor CloudSuite.

This contract provides MWRA a resource with functional and technical expertise in the Infor Lawson and Infor CloudSuite ERP application, and the Consultant has assisted MWRA in the following areas.

1. The Consultant has provided analytical, development and support services related to the following migration initiatives:
 - migration from on premise Infor Lawson to Infor CloudSuite SaaS;
 - migration of Maximo-Lawson interfaces to Infor CloudSuite SaaS; and
 - migration of Infor Lawson integrations to Infor CloudSuite SaaS.

2. The Consultant has provided analytical, development and support services related to the maintenance of the Infor Lawson functional and technical areas listed below:
 - banking;
 - workforce management;
 - procurement;
 - supply chain management;
 - inventory;
 - contracts;
 - invoice management; and
 - integrations.

3. The Consultant provides analytical, development and support services related to the maintenance of the Maximo-Lawson Interfaces.

Amendment 1:

On May 21, 2025, Amendment 1 was approved by the Board of Directors. This Amendment added 1,950 billable hours of services at the rate of \$126.70 per hour and extended the contract term by one year, from June 14, 2025 to June 14, 2026.

The Consultant was originally contracted to augment the ERP team staff during the migration and upgrade project of the existing Lawson ERP application to Infor's CloudSuite SaaS environment. Under Amendment 1, the Consultant developed configurations and process automations for the implementation of MWRA configurations and workflows in the new cloud environment. In addition, the Consultant developed and supported the ERP processes related to the Maximo-Lawson interfaces. These interfaces are being reintegrated between the Maximo Asset Management application and CloudSuite.

This Amendment:

The Consultant was instrumental in the recently completed migration to Infor CloudSuite (Lawson in the cloud) and the interfaces with the Maximo Asset Management application. Continuing support and maintenance of these interfaces is important to ensure that transactions between CloudSuite and Maximo continue to process in an efficient manner. The Deer Island Treatment Plant, FOD and Vehicle Maintenance, as well as MIS, heavily rely on these integrations to manage the assets that they need and use. In addition to providing the required services to support and maintain the recent Lawson to CloudSuite migrations, the Consultant will be needed to assist with the planned migration of Maximo to the cloud, which is scheduled to begin later this year. The planned Maximo migration will require that the existing integrations be updated again to connect CloudSuite to the cloud version of Maximo (MAS SaaS). To ensure that the required efficiency and quality of the project tasks and deliverables are sustained it is critical that the ERP project team maintain its current staffing level. The existing Consultant has an in-depth understanding of the functional and technical aspects of the interfaces as well as the CloudSuite application itself.

The Consultant is a subject matter expert and losing this knowledgeable resource would have a negative impact on the Maximo migration project's development capability. Further, the Consultant has excellent skills and has performed well in the role, displaying an understanding of relevant technologies and functionality. For these reasons, staff recommend extending the existing contract so that the Consultant can continue to provide these services without disruption.

This Amendment, if approved, will increase the purchase order amount in a lump sum of \$247,065 for 1,950 billable hours maintaining the original rate of \$126.70 per hour.

CONTRACT SUMMARY:

	<u>Amount</u>	<u>Time</u>	<u>Dated</u>
Original Contract:	\$247,065.00	1,950 hours at \$126.70 per hour	6/14/2024
Amendment 1	\$247,065.00	1,950 hours at \$126.70 per hour	5/21/2025
Amendment 2	\$247,065.00	1,950 hours at \$126.70 per hour	Pending
Total Amended Contract:	\$741,195.00		

BUDGET/FISCAL IMPACT:

There are sufficient funds for this purchase order in the FY27 Current Expense Budget under Professional Services Account 86100-52611.

MBE/WBE PARTICIPATION:

McInnis Consulting Services, Inc. is not a certified Minority-owned or Women-owned business.

STAFF SUMMARY

TO: Board of Directors
FROM: Stephen Estes-Smargiassi, Executive Director
DATE: May 20, 2026
SUBJECT: WRA-5775
 Struvite, Sludge, Scum and Grit Removal Services
 Moran Environmental Recovery, LLC




COMMITTEE: Wastewater Policy and Oversight

 INFORMATION
 X VOTE


Michele S. Gillen
 Director of Administration

Lisa L. Wong, Deputy Director, Deer Island Treatment Plant
Chad A. Whiting, Director, Deer Island Treatment Plant
 Preparer/Title


Kathleen M. Murtagh, P.E.
 Chief Operating Officer

RECOMMENDATION:

To approve the award of purchase order contract WRA-5775 to provide struvite, scum, sludge and grit removal services at the Deer Island Treatment Plant to the lowest responsive bidder, Moran Environmental Recovery, LLC and to authorize the Executive Director, on behalf of the Authority, to execute said purchase order contract in an amount not-to-exceed \$2,048,347 for a term of two years, from July 1, 2026 through June 30, 2028.

DISCUSSION:

Struvite is a crystallized compound of solubilized phosphate, ammonia and magnesium, which can form a matrix with digested sludge solids and coat pipelines or other surfaces similar to a lime scale in a boiler. An example of struvite buildup can be seen in Figure 1.

Struvite buildup is a concern because of the operational problems that it can cause. Struvite can affect process equipment and piping, and can result in the loss of digester and sludge pumping capacity.

Staff have been preventing struvite buildup with the addition of ferric chloride or other iron salts to the digester sludge feed. The iron in ferric chloride binds the soluble phosphate, which reduces the risk of struvite formation. However, struvite buildup can still occur. When it does, it requires the specialized services and industrial equipment of specialty contractors, often working in confined spaces.



Figure 1. Struvite Blockage in Digester Overflow Piping

Staff use these specialized services to clean severe blockages, including the buildup of sludge, scum, grit and rags (from flushable and non-flushable wipe material) in a number of process areas across the plant. An example of struvite that has been removed from process piping can be seen in Figure 2. While struvite buildup has only occurred in and downstream of the Deer Island Residuals Complex, staff have found other types of blockages in the gravity thickeners, primary clarifiers, influent channels and scum receiving well.



Figure 2. Struvite Buildup Removed From Pipe

Contracted services are utilized as a last resort measure, as MWRA staff are the first option in clearing these types of blockages. Staff employ MWRA vacor trucks to clean some of the blockages. Contracted services are required when blockages reach a level that is beyond in-house capability, or when the sludge, scum, grit, or rags are of such a thick consistency that processing the material through the plant could cause a plant upset condition or the potential for equipment damage.

Approximately 20% of this contract is utilized for the removal and disposal of struvite, as the use of ferric chloride in digested sludge has greatly reduced the level of struvite formation in the residuals process areas. The remaining portion of the contract is used for clearing and removing other blockages in plant process areas, such as in the scum receiving wells and in the gravity thickeners, as seen in Figure 3 to the right.



Figure 3. Gravity Thickening Center Column Clog



Figure 4. Rag Buildup in Process Tanks

The industry has seen an increased use and disposal of flushable, non-flushable, and antiseptic wipes. In FY23, Deer Island spent nearly \$1 million in maintenance costs repairing equipment damaged because of clogs caused by flushable, non-flushable and antiseptic wipes. An example of rag build up in a process tank is shown in Figure 4.

The scope of services covered in this contract also includes work that may need to be performed at the Clinton Treatment Plant or at the Biosolids Processing Facility in Quincy.

Procurement Process

Bid WRA-5775 was advertised in the following publications: the Boston Herald, the Goods and Services Bulletin, El Mundo, The Dorchester Reporter, and Banner Publications. In addition, bids were made available for public downloading on MWRA's e-procurement system (Event 6576) and eight potential bidders were solicited through the e-Portal.

On March 25, 2026 Event 6576 closed with the following results:

<u>Bidder</u>	<u>Total Bid Price</u>
Moran Environmental Recovery, LLC	\$2,048,347.00
<i>Engineer's Estimate</i>	<i>\$2,281,937.50</i>
Tradebe Environmental Services, LLC	\$3,101,550.00

The scope of services and estimated quantities for this contract include 355 days of field work, an increase of 9.2% overall in labor hours from the current contract; 180 days with a five-person work crew (currently 150 days in the current contract, or a 20% increase); 175 days with a three-person work crew; and all necessary special cleaning equipment to be used on an as-needed basis. In addition, bid prices were submitted for the hauling and disposal of an estimated 1,000 tons of solid material (an increase of 200 tons or 25% increase over the current contract) and 50,000 gallons of wet material during a two-year period. These estimates were based on recent workloads under the existing contract, including added work to clear blockages due to an increased presence of flushable wipes over the past several years, and the increase in the amount of materials needing disposal, especially in the primary clarifier tanks. This level of effort is an estimate and not a guaranteed commitment to the vendor. MWRA will only incur costs for services provided and satisfactory documentation of quantities removed (e.g., weight slips from licensed landfills or disposal sites) during the two-year contract term. Further, this contract includes 400 hours of off-hours work; 200 hours with a five-person crew and 200 hours with a three-person crew. These bid items will only be used if treatment processes are impacted such that crews need to be either extended beyond the normal working day or if crews need to be called in during off-hours. No off-hour work has been utilized in the existing contract as of this date.

Moran Environmental Recovery, LLC, submitted the lowest bid and is the incumbent on the current contract. Staff reviewed Moran's bid and determined that it meets all of the requirements of the bid specifications. Staff are satisfied with Moran's performance on the existing and other past contracts and, therefore, recommend the award of this purchase order contract to Moran Environmental Recovery, LLC as the lowest responsive bidder. The new contract will result in a cost increase of roughly 21% from the existing contract.

BUDGET/FISCAL IMPACTS:

The FY27 proposed Current Expense Budget includes \$1,000,000 for the first portion of this contract. Any overspending will be absorbed within the Deer Island Current Expense Budget. Appropriate funding will be included in subsequent proposed CEB requests for the remaining term of this two-year contract.

MBE/WBE PARTICIPATION:

Moran Environmental Recovery, LLC is not a certified Minority-owned or Women-owned business.

STAFF SUMMARY


TO: Board of Directors
FROM: Stephen A. Estes-Smargiassi, Executive Director
DATE: May 20, 2026
SUBJECT: Siphon and Junction Structure Rehabilitation
Kleinfelder Northeast, Inc.
Contract 6224, Amendment 2



COMMITTEE: Wastewater Policy and Oversight

 INFORMATION
 X VOTE

Milan A. Horbaczewski, P.E., Senior Program Manager
Martin E. McGowan, Director, Construction
Brian L. Kubaska, P.E., Chief Engineer
Preparer/Title

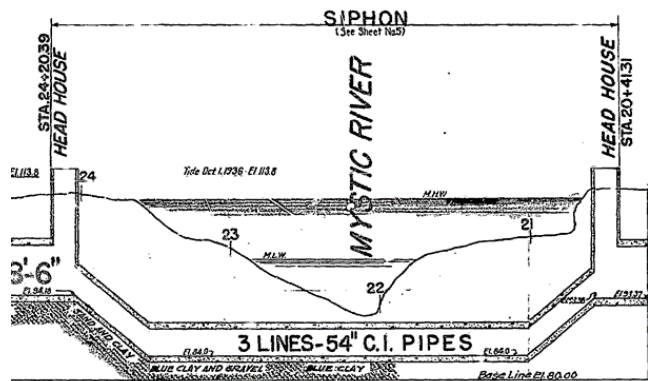

Kathleen M. Murtaugh, P.E.
Chief Operating Officer

RECOMMENDATION:

To authorize the Executive Director, on behalf of the Authority, approve Amendment 2 to Contract 6224, Siphon and Junction Structure Rehabilitation, with Kleinfelder Northeast, Inc., increasing the contract amount by \$1,447,556.10, from \$3,000,242.77 to \$4,447,798.87, and extending the contract term by 16 months from October 1, 2027, to February 1, 2029.

DISCUSSION:

Siphon chambers are located at the upstream and downstream ends of depressed sewers that are constructed to avoid obstructions in sewer alignments such as rivers and subsurface utilities. Upstream siphon chambers allow attainment of proper wastewater elevation so that the depressed sewer flows under pressure. Downstream chambers provide transitions between depressed sewers and downstream gravity sewers. Junction structures are facilities at which flows from sewers are redirected to converge with or receive flows from other sewers. Within the MWRA system there are 171 siphon and junction structures. Most of these structures are located in or adjacent to wetland areas that present constraints on design, permitting and construction to mitigate environmental impacts. MWRA has prioritized the rehabilitation of 40 siphon chambers and junction structures for inclusion in this contract based on the structures' risk of flooding, structural condition, and need for improved access. These modifications will limit the inflow into the MWRA system during flood conditions.





Current means of access



Siphon chambers subject to flooding

On February 19, 2020, the Board approved the award of Contract 6224 to Kleinfelder Northeast, Inc., for a 54-month term. Contract 6224 includes design and engineering services during construction for Siphon and Junction Structure Rehabilitation. At the time of award, Contract 6224 did not include Resident Engineering/Resident Inspection (RE/RI) services as those services were envisioned to be obtained through a separate contract.

On March 18, 2026, the Board approved the award of construction Contract 6225, Siphon and Junction Structure Rehabilitation to National Water Main Cleaning Co. for the bid amount of \$9,682,000 and for a contract term of 640 days (approximately 21 months). The work associated with Contract 6225 includes site access improvements, structural repairs, and flood protection upgrades to prevent direct inflow into MWRA's system at 40 wastewater siphon/junction structures located on 30 sites in 17 different member communities, including the towns of Braintree, Canton, Dedham, Dover, Lexington, Natick, Needham, Norwood, Watertown, Weymouth, and Winchester and the cities of Boston, Somerville, Cambridge, Everett, Medford, and Quincy.

Prior Amendments

Amendment 1, approved by the Board on September 11, 2024, increased the contract amount by \$145,690.43 and extended the contract term by 36 months. The amendment provided: additional project management and administration funds; additional design services funds for pipe loading analysis and mitigation; and additional time for design, permitting and acquisition of easements.

This Amendment

Proposed Amendment 2 seeks to increase Contract 6224 in the amount of \$1,447,556.10 and includes additional scope and budget to perform RE/RI services to support construction Contract 6225. This Amendment will also extend the contract term by 16 months to coincide with the current construction schedule.

Resident Engineering and Resident Inspection Services

\$1,237,154.30

The project encompasses several locations and preliminary discussions with the construction contractor indicate that it will mobilize crews at multiple sites at once to complete the project. MWRA engaged in discussions with Kleinfelder to determine if the firm could assemble a team that meets the construction schedule and qualification requirements. Proposed Amendment 2 includes 6,552 hours for RE/RI staff. This will include one Resident Engineer and one Resident Inspector to provide full-time coverage at multiple, active construction sites to support the 21-month construction duration.

In recent years, it has become increasingly difficult to obtain proposals from engineering firms to provide stand-alone RE/RI services as was originally envisioned for this project. The Kleinfelder team offers continuity from a design perspective, and the negotiated proposal costs include a competitive field indirect cost rate and fee. Staff have determined that amending Contract 6224 provides the Authority with the most qualified and value based RE/RI team to assist construction staff with oversight of this complex project.

Engineering Services During Construction

\$210,401.80

The project has been significantly delayed due to the complexities of securing multiple easements over a large geographical project area and obtaining permits from several federal, state, and local agencies. Costs associated with 52 months of labor escalation due to extension of the contract duration are also included. In addition, independent field sampling and testing of construction materials during construction in conjunction with the contractor’s quality control program will be required and are included in proposed Amendment 2.

For the reasons set forth above, staff recommend approval of Amendment 2 increasing the contract amount by \$1,447,556.10 and extending the contract term by 16 months.

CONTRACT SUMMARY:

	<u>AMOUNT</u>	<u>TIME</u>	<u>DATED</u>
Original Contract:	\$2,854,552.34	54 Months	6/11/2020
Amendment 1:	145,690.43	36 Months	11/6/2024
Amendment 2:	<u>1,447,556.10</u>	<u>16 Months</u>	Pending
Amended Contract Amount:	\$4,447,798.87	106 Months	

BUDGET/FISCAL IMPACTS:

The FY26 CIP includes \$3,000,242.77 for Contract 6224. Including this amendment for \$1,447,556.10, the adjusted subphase total will be \$4,447,798.87, or \$1,447,556.10 over the CIP amount. This amount was already budgeted under a different contract, the funds will be moved to Contract 6224 to cover this work.

MBE/WBE PARTICIPATION:

The minimum MBE and WBE participation requirements for this project were established at 7.18% and 5.77% respectively. Kleinfelder has committed to 16.63% MBE and 11.99% WBE participation.

STAFF SUMMARY




TO: Board of Directors
FROM: Stephen Estes-Smargiassi, Executive Director
DATE: May 20, 2026
SUBJECT: Emergency Water Supply Agreement with the Town of Wayland

COMMITTEE: Water Policy & Oversight

 INFORMATION
 X VOTE

Rebecca Weidman, Deputy Chief Operating Officer
Colleen Rizzi, P.E., Director, Env and Regulatory Affairs
Preparer/Title


Kathleen M. Murtagh, P.E.
Chief Operating Officer

RECOMMENDATION:

To authorize the Executive Director, on behalf of the Authority, to execute an Emergency Water Supply Agreement with the Town of Wayland for a period of up to six months, substantially in the form set forth in Attachment A, hereto.

DISCUSSION:

The Town of Wayland (“Town” or “Wayland”), acting through its Department of Public Works, submitted a request on May 13, 2026 to MWRA for emergency water withdrawal under MWRA’s Operating Policy No. OP.05: *Emergency Water Supply Withdrawals* (OP.05), which applies to communities outside MWRA’s Water Service Area that are seeking MWRA water on an emergency basis. OP.05 requires that an emergency declaration from MassDEP be in effect to authorize emergency withdrawals from the MWRA water system. Under OP.05, MWRA may approve short-term emergency connections for up to 60 calendar days. Further, emergency connections lasting longer than 60 calendar days and up to six-months require MWRA Board approval, as well as MWRA Advisory Board approval for second and subsequent six-month withdrawal periods. This is the Town’s fourth emergency water withdrawal. Upon approval, long-term emergency connections are subject to the implementation of a six-month Emergency Water Supply Agreement.

On May 12, 2026, one of the Town’s larger water supplies and treatment facility, Baldwin Pond Treatment Plant, experienced failures associated with its air system. The air system is used to operate the automated valving in the treatment process and feeds the Ozone generators, which are a critical part of the treatment process.

MWRA’s OP.05 includes the following waiver provision: “The MWRA may, in its discretion, waive any of the conditions or requirements set forth in the Policy and Procedure, not otherwise mandated by law or regulation, if it finds that the community has demonstrated unusual factors or extraordinary circumstances that would make imposition of the condition or requirement upon that community unfair or inappropriate and that the proposed action will not jeopardize the MWRA’s ability to supply its existing water communities.” Given the severity of the situation and concern

for public health and safety, MWRA approved the emergency connection upon receipt of the MassDEP Emergency Declaration (see Attachment B), and indication that the Advisory Board staff supported MWRA staff's recommendation to approve the emergency connection. Staff notified the MWRA Board of Directors of the approval on May 13, 2026, and pursuant to OP.05, authorized Wayland to activate its emergency connection that evening to ensure it had adequate water supply. This was done with the understanding that MWRA staff would request authorization for a contract for up to six months at the May 14, 2026, Advisory Board Meeting and the May 20, 2026, Board of Directors meeting.

The Town activated the emergency connection on May 14, 2026. The MWRA Advisory Board also approved the emergency water supply during a meeting on May 14, 2026.

Status of Admission Process

Wayland is seeking admission to the MWRA water supply system and is in the environmental review process. The Town has been coordinating closely with MWRA, as it advances design of the pipeline and connection to the MWRA water system.

Wayland's Previous Emergency Withdrawals

Wayland's Fall of 2025 Emergency Connection Request

On November 5, 2025, one of the Town's larger water supplies and treatment facility, Baldwin Pond Treatment Plant, experienced failures associated with its Ultra-Low Air Dryers. The Town operates a pair of these dryers as part of its ozone treatment system. Without these dryers in operation, the ozone system cannot be operated, which required Wayland to take the plant out of service. The Town requested activation of an existing emergency connection to MWRA's Hultman Aqueduct. This was Wayland's third request to activate its emergency connection to MWRA, which required the issuance of a MassDEP Emergency Declaration and approval of the MWRA Advisory Board.

On November 5, 2025, MWRA staff authorized the Town, pursuant to OP.05, to activate its emergency connection for up to 30 days to ensure it had adequate water supply, with the understanding that MWRA staff would request authorization for a contract for up to six months at the November 19, 2025, Board meeting, and approval from the MWRA Advisory Board at its next meeting on November 20, 2025. The Town activated the emergency connection on November 7, 2025. The MWRA Advisory Board and Board of Directors authorized the withdrawal, and a contract was executed on January 6, 2026.

Wayland's Summer of 2025 Emergency Connection Request

Beginning on August 26, 2025, the Town previously activated its emergency connection to MWRA due to a piping failure at its Happy Hollow PFAS Treatment Plant, forcing the Town to shut down the treatment facility. This facility is the largest water supply for the Town and without it, the Town was unable to meet water demands. This was Wayland's second request to activate its emergency connection to MWRA, which required the issuance of a MassDEP Emergency Declaration and approval of the MWRA Advisory Board.

Given the severity of the situation and concern for public health and safety, MWRA approved the emergency connection with written confirmation that the Emergency Declaration was pending and the Advisory Board supported MWRA staff's recommendation to approve the emergency connection. Staff notified the MWRA Board of Directors of the approval on August 26, 2025, and authorized Wayland to activate its emergency connection that evening. MassDEP's Emergency Declaration was issued on August 26, 2025 (see Attachment B), and the MWRA Advisory Board approved the emergency water supply during a meeting on August 28, 2025.

The Town withdrew water from MWRA within the 60-day approval. Wayland did not anticipate further withdrawals at the expiration of the approval period.

Wayland's 2024 Emergency Connection Request

Beginning July 25, 2024, the Town activated its emergency connection to MWRA due to a positive *E. Coli* sample in the raw water of its Chamberlain Well. Concurrently, the Town was conducting maintenance and repairs to the Happy Hollow PFAS Treatment Plant. MassDEP's Emergency Declaration expired upon completion of the Town's work, or September 30, 2024, whichever was sooner. MWRA entered into an Emergency Water Supply Agreement with Wayland and per OP.05 considered this the Town's Period One Emergency Supply Agreement.

Emergency Water Supply Approval Criteria and Requirements

OP.05 sets forth withdrawal criteria and requirements. Compliance with key criteria/requirements associated with the Town's request are as follows:

- *Personnel with authority to approve:* the Executive Director, Chief Operating Officer, or Deputy Chief Operating Officer are authorized to approve the emergency use of MWRA water through an existing or temporary connection to the MWRA or an MWRA water system community by a non-MWRA water system or facility for a period not to exceed 60 calendar days.
- *Emergency connections lasting longer than 60 days and up to six months require MWRA Board of Directors' approval for the first instance, and both Board of Directors' and MWRA Advisory Board approval for subsequent withdrawal periods.* These long-term emergency connections are subject to an Emergency Water Connection Agreement between the community and MWRA.
- *MassDEP must declare a water supply emergency exists in the requesting community.* MassDEP issued an Emergency Declaration on May 13, 2026, that is in effect until November 13, 2026, unless amended, terminated or extended by MassDEP.
- *There must be no negative impact on MWRA's system and member communities.* The Town's withdrawal will not have a negative impact on MWRA's system. The emergency connection is located on MWRA's watermain at a pump station designed and constructed by Wayland in the event they needed an emergency water supply. The Town completed a hydraulic analysis during design to ensure the emergency pump station would meet water demands and not cause adverse impacts on the Town distribution system and MWRA analyzed the connection and impacts of withdrawal before approving the connection.

- *A long-term plan to remedy supply deficiencies must be developed.* The Town started the process for supplemental water supply from the MWRA water system as a long-term supply. The Town has been coordinating with MWRA as design progresses for the pipeline and connection to the MWRA water system at Shaft L. The Town is currently in the environmental review process.
- *The applicant community does not use MWRA water supply as a chronic emergency backup supply without equitable contribution for the fair asset value of the MWRA waterworks system.* This is the fourth emergency supply withdrawal period for the Town. The Town is required to pay 110% of the annual payment associated with net asset value. Should the Town request subsequent emergency withdrawals, those withdrawal periods require additional asset value contributions as outlined in OP.05.
- *The Community must submit a detailed description of water conservation and water accountability programs undertaken.* The Town implements water conservation and demand management strategies and is working toward meeting the requirements of its 2021 Water Management Act permit to lower unaccounted for water percentages (from 10.6% to 10% or less) and residential gallons per capita day (RGPCD) water demands from 68 RGPCD to 65 RGPCD or less. Strategies include annual leak detection, annual water meter testing, rapid leak repair, tiered water billing, seasonal water bans, and periodic water conservation outreach.

Contents of Proposed Emergency Water Supply Agreement

The proposed Emergency Water Supply Agreement (Agreement) limits water withdrawals to a maximum rate of 1.0 millions gallons per day (mgd), with an expected average withdrawal of 0.5 mgd. The proposed term of the Agreement will be for the period of May 13, 2026, to November 13, 2026, unless terminated sooner because a MassDEP Declaration of Water Supply Emergency is no longer in place, or other exigent circumstances. Pursuant to the Agreement, all withdrawals must be metered. The Agreement also requires the Town to adhere to all conditions and requirements contained in the MassDEP Declaration of Water Supply Emergency. The Agreement reflects MWRA's charges for emergency withdrawals, including a 10% premium charge added to the prevailing rate and the required net asset value contribution.

BUDGET/FISCAL IMPACT:

Pursuant to OP.05, water taken for the fourth emergency withdrawal period is charged at 110% of the MWRA prevailing rate, and 110% of the annual payment associated with the net asset value. MWRA will review actual use information to determine and assess the charges. The volume of the emergency withdrawals and therefore the amount of revenue MWRA will receive cannot be projected at this time.

ATTACHMENTS:

Attachment A: Draft Wayland Emergency Water Supply Agreement
Attachment B: MassDEP Emergency Declaration

EMERGENCY WATER SUPPLY AGREEMENT – PERIOD FOUR
BETWEEN
THE MASSACHUSETTS WATER RESOURCES AUTHORITY
AND
THE TOWN OF WAYLAND

Parties.

This Emergency Water Supply Agreement (“Agreement”) is entered into by and between the Massachusetts Water Resources Authority (“MWRA”), and the Town of Wayland (“Wayland”) hereinafter jointly referred to as the “Parties.” This Agreement documents the agreement and understanding of the Parties regarding the arrangement whereby MWRA will supply water to Wayland through an emergency connection Wayland has with MWRA, and whereby Wayland will purchase a portion of its water supply from the MWRA on an as-needed, emergency basis for a period not exceeding six months, as indicated in paragraph 10 hereof.

Recitals.

- R.1. In December 1984, the MWRA was created by the Massachusetts legislature 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, as amended (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. Wayland is a duly constituted municipal corporation of the Commonwealth of Massachusetts.
- R.3. Wayland drinking water is supplied by the following sources: Happy Hollow Wells, Baldwin Pond Wells, Campbell Well, and Chamberlain Well. Wayland has a fifth source called the Meadowview Well, which is offline due to poor water quality. Each of the active sources has their own treatment. Water quality factors have required the removal of one of Wayland’s active sources from service and facility repairs at another source have temporarily impacted Wayland’s ability to meet water demand with its local sources alone.
- R.4. On May 13, 2026, the Massachusetts Department of Environmental Protection (“MassDEP”) issued a Declaration of Water Supply Emergency to Wayland, due to an air system failure at the Baldwin Pond Plant. The MassDEP Declaration of Water Supply Emergency is included as Attachment A to this Agreement and remains in effect until November 13, 2026, or until MassDEP determines that emergency conditions no longer exist, whichever is sooner.
- R.5. On May 13, 2026, the Town of Wayland Department of Public Works, in an electronic mail communication, requested approval to take emergency water from MWRA due to

an equipment failure at Wayland's Baldwin Pond Plant, requiring that the plant be taken offline.

- R.6 The MWRA's Policy for Emergency Water Supply Withdrawals, OP#.05 (the "Policy") includes criteria and a process for approving requests for emergency withdrawals.
- R.7. Wayland has applied to the MWRA to use emergency interconnections to the MWRA system through a temporary pump station to supplement Wayland's local water supply sources on an as-needed basis.
- R.8. On May 13, 2026, pursuant to the Policy, MWRA issued a "Short-term Approval" to Wayland for an emergency connection to the MWRA system, which anticipated that the emergency connection would need to be extended for a total period of up to six months. This approval was to allow for approval at the May 20, 2026, MWRA Board of Directors meeting for a contract period of up to six months.
- R.9. The MWRA has determined that it can supply Wayland 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.10. On May 14, 2026, the MWRA Advisory Board approved the emergency water supply to Wayland.
- R.11. On _____, 2026, the MWRA Board of Directors authorized the MWRA Executive Director to execute this Agreement with Wayland, conditioned on the MWRA Advisory Board's approval of the emergency water supply to Wayland, such approval being required under the Policy.
- R.12. Wayland will comply with all applicable legal and regulatory requirements.
- R.13. Pursuant to the Policy, this Agreement is considered "Emergency Water Supply Agreement Period Four."

AGREEMENT

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

1. Wayland may take water from the emergency interconnection at an average rate of 0.5 million gallons per day, and maximum rate of 1.0 million gallons per day over the term of this Agreement.
2. The transfer of water from the MWRA to Wayland shall not extend beyond a period of term of this Agreement, unless Wayland submits an application for an additional emergency water supply withdrawal and the MWRA's Board of Directors and the MWRA Advisory Board approve the additional emergency water supply withdrawal.

Any withdrawals beyond the Agreement term will also require an extension of MassDEP's Declaration of Water Supply Emergency. In considering withdrawals beyond the Agreement term, the MWRA will consider Wayland's efforts to reduce consumption, to implement its long-range plans and comply with MassDEP orders, and to implement a water conservation program.

3. During the term of this Agreement, Wayland 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 shut-off for non-compliance. Wayland shall actively administer and enforce such local by-law.
4. Wayland shall submit to MWRA a report on water use, and the status of the emergency.
5. Wayland shall comply with all the conditions of any MassDEP Declaration of Water Supply Emergency.
6. During the term of this Agreement, the MWRA shall bill Wayland for water usage as metered at a cost of 10% over the prevailing rate (*i.e.*, 110% of the MWRA prevailing rate) as mandated by Attachment A to the Policy.
7. MWRA shall bill Wayland directly for the net asset value payment as required by the Policy for this Agreement. The charge will be 110% of the annual payment associated with the asset value contribution payment amortized with interest over 15 years.
8. The Parties agree that the emergency withdrawal authorized under this Agreement is not appropriate for or intended to provide a permanent water supply to Wayland. Any request by Wayland 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 the Act, MWRA policies, and under applicable state law and regulations.
9. The MWRA provides potable water in compliance with federal and state drinking water standards at the revenue meters of its waterworks communities. The Parties agree that MWRA assumes no liability for the compliance of water delivered pursuant to this Agreement with those state and federal drinking water standards once the water has entered the Wayland water distribution system.
9. Any dispute arising between the MWRA and Wayland 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.
10. The term of this Agreement shall commence on May 13, 2026 ("Start Date"), through and including November 13, 2026, the six-month anniversary of the Start Date, unless terminated sooner pursuant to the terms of this paragraph. During the term, MWRA may unilaterally terminate this Agreement in its sole discretion and at any time due to: (1) a

MassDEP Declaration of Water Supply Emergency for Wayland is no longer in effect; (2) unforeseen circumstances such as inadequate supply and insufficient hydraulic capacity; and (3) any 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 _____, 2025 by their duly authorized representatives.

MASSACHUSETTS WATER
RESOURCES AUTHORITY

By:

Stephen Estes-Smargiassi
Executive Director

TOWN OF WAYLAND

By:

Michael McCall
Town Manager



Department of Environmental Protection

Northeast Regional Office

Address: 150 Presidential Way, Woburn, MA 01801 | Phone: 978-694-3200

Maura T. Healey
Governor

Kim Driscoll
Lieutenant Governor

Rebecca Tepper
Secretary

Bonnie Heiple
Commissioner

May 13, 2026

VIA EMAIL: dmillette@wayland.ma.us

Don Millette, Water Superintendent
Wayland Water Division
66 River Road
Wayland MA, 01778

City/Town: Wayland
PWS Name: Wayland Water Division
PWSID: 3315000
Emergency Declaration
UAO No. **00022783**

Dear Mr. Millette:

The Massachusetts Department of Environmental Protection (“MassDEP”) received a petition (the “petition”) from the Wayland Water Division of the Town of Wayland, dated May 13, 2026 requesting an Emergency Declaration under the provisions of the Water Management Act, M.G.L. c. 21G (the “WMA”) and the Water Management Act regulations, 310 CMR 36.00. According to the petition, due to a failure of the air system, which is used to operate the automated valving in the treatment process and used to feed the ozone generators at the Baldwin Pond Water Treatment Plant, Wayland Water Division’s ability to maintain a continuous supply of water to meet its demand has been compromised. As a result, Wayland Water Division is seeking permission to activate the emergency interconnection to the MWRA Hultman Aqueduct while repairs are made.

In response to the petition, MassDEP has determined that a State of Water Supply Emergency is impending within the area served. Enclosed please find a Water Supply Emergency Declaration and Unilateral Administrative Order (UAO No. 00022783) which outlines the conditions under which Wayland Water Division may activate the emergency interconnection to the MWRA Hultman Aqueduct during the emergency.

If you have any questions regarding this letter, please contact Kristin Divris at (508) 887-0021 or Kristin.Divris@mass.gov

Sincerely,

/s/ Eric S. Worrall

Eric S. Worrall
Regional Director

ecc: Nicholas Iarussi, Primary Treatment Operator, niarussi@wayland.ma.us
Thomas Holder, DPW Director, tholder@waylandma.us
Town of Wayland Board of Health, jjunghanns@wayland.ma.us,
health@wayland.ma.us
MWRA: Valerie Moran, Rebecca Weidman
MassDEP/NERO: Eric Worrall, Kristin Divris, Angela Jaffarian, Sean Griffin
MassDEP/Boston: Duane LeVangie (WMA), Kathleen Baskin, Courtney Rainey,
Samantha Shusterman, Michael Celona (DWP)
MassDEP OGC: Heidi M. Zisch, Jennifer Davis
Mass. Water Resources Commission: Vandana Rao, Vandana.rao@mass.gov
Mass-DCR: Anne Carroll, Anne.Carroll@mass.gov
Mass Dept of Public Health: Nalina.Narain2@mass.gov

Y:\DWP Archive\NERO\Wayland-3315000-Enforce-EDec-00022783-2026-05-13

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

**In the Matter of
Town of Wayland**

**RE: Wayland – Public Water Supply
Water Supply Emergency Declaration
and Order, UAO No. 00022783**

I. THE PARTIES

1. The Massachusetts Department of Environmental Protection (herein after referred to as “MassDEP”) is a duly constituted agency of the Commonwealth of Massachusetts established pursuant to M.G.L. c. 21, § 7. MassDEP has its principal office located at 100 Cambridge Street, Suite 900, Boston, Massachusetts 02114, and its Northeast Regional Office located at 150 Presidential Avenue, Suite 300, Woburn Massachusetts, 01801.
2. The Town of Wayland (the “Town” or “Wayland”) is a public water supplier (PWS ID# 3315000) having its principal place of business at and a mailing address of 66 River Road, Wayland MA, 01778.

II. STATEMENT OF FACTS AND LAW

3. On May 13, 2026, MassDEP received an email from Wayland, petitioning for a declaration of a state of water emergency pursuant to M.G.L. c. 21G, § 15 and seeking to open its emergency connection with the Massachusetts Water Resources Authority (MWRA) beginning May 13, 2026. In the email, Wayland states that it was seeking the Emergency Declaration due to a failure of the air system required for the ozone generation system and to operate the automated valving in the treatment process at the Baldwin Pond Water Treatment Plant. This failure creates an existing inability to maintain a water supply of sufficient quantity and quality so as to protect the public health and safety of Wayland starting on May 13, 2026.
4. Wayland operates and maintains a public water system with MassDEP identification number 3315000 and serves approximately 14,096 persons. Wayland, by and through its Department of Public Works, operates and maintains eight (8) groundwater wells and four (4) treatment plants. This UAO is in reference to the Baldwin Pond Treatment Plant (Plant ID 3315000-08T), that treats the Baldwin Pond 2 GP Well (Source ID 3315000-07G), Baldwin Pond #3 GP Well (Source ID 3315000-06G) and Baldwin Pond #1 Replace Well (Source ID 3315000-09G) located on Old Sudbury Road in Wayland Massachusetts, 01778.

5. Wayland holds a WMA Registration Statement (31431502) and a WMA Permit (9P431431501) to withdraw groundwater located in one watershed basin, Concord, at a total average volume of 1.77 million gallons per day (MGD).
6. Due to an air system failure required for ozone generation and to operate the automated valving in the treatment process at the Baldwin Pond Treatment Plant, Wayland submitted via email, a written request for an Emergency Declaration on May 13, 2026. Specifically, Wayland asserts:

I am writing to request an Emergency Declaration for the use of our Emergency Connection to the MWRA Hultman Aqueduct. On May 12th at 4:00am, our on-call person received an alarm that the Baldwin Pond Treatment Plant shut down due to an air system failure. We contacted the emergency contact with the equipment supplier; they arrived onsite at 1:00pm yesterday to diagnose the issue. The repair parts have been ordered and are expected to arrive in one to two weeks.

With Baldwin Pond offline, our system demands are exceeding our ability to supply water. Overnight, with all available sources running, our Reeves Hill Storage Tank barely maintained 11 feet. This morning the tank level has been dropping. If we have another equipment failure or a fire in Town, we will not be able to maintain tank level.

Once the repairs are complete, the emergency connection will be shut down and Baldwin Pond will be placed back into normal operation.

The Water Division is planning issue a reverse 911 to notify our customers of the Emergency Connection activation. We will also post additional messages on our website, social media pages and on our electronic signboards to let customers know that the activation of the MWRA Emergency Connection has happened.

We currently have non-essential outdoor water use restrictions in place allowing watering two days per week. We will be instituting a full non-essential outdoor watering ban today. Water Division Staff are prepared to sample areas of our distribution system outlined in Section XVI, pages 293-294 of our Emergency Response Plan.

We are expecting to need 500 gallons per minute from the MWRA Emergency Connection for approximately 2 weeks or until the repair parts arrive.

They supplemented this petition with a second email that added,

“The air system is used to operate the automated valving in the treatment process. But more importantly, the air system feeds the Ozone generators which are a critical part of the Treatment Process. Without the Ozone generators, we cannot oxidize the Iron and Manganese for removal.”

7. At 9:50 AM on May 13, 2026 Wayland petitioned MassDEP for a Declaration of a State of Water Supply Emergency, pursuant to M.G.L. c. 21G, §§ 15 through 17, and 310 CMR 36.40 through 36.42. Wayland’s request to activate the emergency interconnection with the MWRA Hultman aqueduct was made in order to meet water supply demands due to an air system failure required to operate the automated valving in the treatment process and for ozone generation, which resulted in the Baldwin Pond Treatment Plant being taken offline.
8. On May 13, 2026, MassDEP determined the need to issue an immediate Declaration of a State of Water Supply Emergency (“Declaration”), pursuant to 310 CMR 36.40(3). The Department communicated this determination to Wayland verbally on May 13, 2026 at approximately 11:00 AM, followed by this written Declaration.
9. Section 15 of the Water Management Act (“WMA”), M.G.L. c. 21G, and the Water Management Regulations at 310 CMR 36.40(1), authorize any public water supplier to petition MassDEP for a Declaration of a State of Water Supply Emergency.
10. Pursuant to 310 CMR 36.40(2), MassDEP may declare a state of water supply emergency
 - ...if it finds that there exists or impends a water supply shortage of a dimension which endangers the public health, safety or welfare due to circumstances including, but not limited to:
 - a) demand for water exceeds the availability of water;
 - b) mechanical failure or similar type of emergency, including inability to maintain storage tanks, loss of power, loss of pumping capacity, loss of storage capabilities, or major breaks or leaks;
 - c) contamination of the public water supply, the distribution system or storage tanks and inability to meet demand with remaining public water supplies;
 - d) inadequate source of water, inadequate distribution system capacity, inadequate storage capacity or drought including seasonal water shortages which repeatedly affect the same public water system; or
 - e) necessary repair or maintenance of the public water system.
11. Further, in response to a petition for a Declaration of a State of Water Supply Emergency, and pursuant to M.G.L. c. 21G, § 15, and 310 CMR 36.40(5), MassDEP may require the water supplier to submit, for its review and approval, a water supply emergency plan, including provisions for restraining the use of water by whatever means MassDEP deems appropriate and feasible. The duration of a Declaration of a State of Water Supply Emergency shall be for no more than six months, unless

MassDEP determines that a longer state of water supply emergency is required to protect the public health, safety or welfare.

12. Pursuant to M.G.L. c. 21G, § 17 and 310 CMR 36.41(1), MassDEP may issue orders during a declared state of water supply emergency to, among other things, establish priorities for the distribution of any water or quantity of water use, to permit any person engaged in the operation of the water supply system to cease the distribution of water, to distribute water to certain users as specified by MassDEP, to require the implementation of specific water conservation measures and to purchase water from another public water system.

III. DETERMINATION AND ORDER

13. For the reasons stated and set forth above and pursuant to M.G.L. c. 21G, § 15 and 310 CMR 36.40(2), MassDEP hereby determines that a water supply emergency exists within the area served by Wayland and that it endangers the public health, safety or welfare of the persons currently served by Wayland. As such, MassDEP issues this Declaration of a State of Water Supply Emergency (“Emergency Declaration”) and Order.
14. Unless amended, terminated, or extended by MassDEP, this Emergency Declaration shall continue without interruption for six months from the date of issuance and shall expire on November 13, 2026.
15. For the duration of this Emergency Declaration, Wayland shall:
 - a) Maintain and enforce a mandatory total ban on any nonessential outdoor water use for the duration of this Emergency Declaration. For the purposes of this Emergency Declaration, the term "nonessential outside water use" is defined in 310 CMR 36.03 as meaning
 - ... a use that is not required:
 - (a) for health or safety reasons, including public facilities used for cooling such as splash pads and swimming pools, and for washing of boats, engines, or marine equipment to prevent negative saltwater impacts or the transfer of invasive aquatic species;
 - (b) by permit, license, statute or regulation;
 - (c) for the production of food, including vegetable gardens, and fiber;
 - (d) for the maintenance of livestock;

(e) to meet the core functions (those functions essential to the commercial operations) of a business, including but not limited to:

1. plant nurseries as necessary to maintain stock;
2. golf courses as necessary to maintain greens and tees, and limited fairway watering per 310 CMR 36.07(2)(c)2.a. through c.;
3. venues used for weddings or similar events that limit watering to hand-held hose or drip irrigation as necessary to maintain gardens, flowers and ornamental plants;
4. professional washing of exterior building surfaces, parking lots, driveways and/or sidewalks as necessary to apply surface treatments such as paint, preservatives, stucco, pavement, or cement in the course of construction, reconstruction or renovation work;

(f) for irrigation of public parks before 9:00 A.M. and after 5:00 P.M.;

(g) for irrigation of public and private recreation fields, including those operated by schools, colleges, universities and athletic associations, before 9:00 A.M. and after 5:00 P.M.;

(h) for irrigation of publicly-funded shade trees and trees in the public right-of-way; or

(i) to establish a new lawn as necessary to stabilize soil in response to new construction or following the repair or replacement of a Title 5 system.

- b) No later than two (2) days after the date of issuance of this Emergency Declaration, Wayland shall provide public notice to its customers through the Town Reverse-911 system, if available, or similar communication system, of the issuance of this Emergency Declaration and the ban on all nonessential outdoor water use. Wayland shall continue to notify customers by any additional means, including but not limited to sign boards, notices on websites and social media, as deemed necessary. If Wayland has published notice in a local newspaper and/or on the Wayland website or by any other means, then Wayland shall also submit a copy of the public notice to MassDEP within ten business days of publication of the notice.
 - I. Due to the fact that Wayland utilizes sodium hypochlorite and MWRA uses chloramines, Wayland shall include notification to its

customers that identifies that patients on kidney dialysis machines may be particularly affected by chloramines, and chloramines are considerably more toxic to fish and other aquatic organisms than free chlorine. Wayland shall include a public notification procedure that includes at minimum, advising area hospitals, health clinics and the local board of health of the presence of monochloramine in the water.

- c) Changes in the use of water supply sources, such as the activation of a new interconnection, may result in disturbances in the distribution system due to changes in flow volumes, flow patterns, and mechanical disruption. Impacts to the distribution system may include colored water, changes in chlorine demand and residuals, and potential health risks, such as bacterial contamination. A new interconnection may also change hydraulic conditions in the system, impacting the operation of tanks. MassDEP reserves the right to require additional water quality monitoring within the distribution system depending on the duration of the water supply emergency.
 - d) Wayland is hereby authorized to activate its interconnection to draw water from MWRA, following approval from MWRA.
 - e) Wayland shall submit to MassDEP a written progress report every two (2) weeks on the repair status of the air system failure, operation of the water treatment plant and any other issues encountered.
 - f) Wayland shall comply with all terms and conditions of its Water Management Act Permit and Registration, which remain unchanged by this Emergency Declaration.
 - g) Wayland shall maintain records of any water pumped from the emergency interconnection as required under the Regulations during the duration of this Declaration and provide those records to the Department on request.
 - h) Wayland shall comply with the requirements of the MWRA governing emergency use of connections with an MWRA community.
16. MassDEP may amend or terminate this Emergency Declaration, on its own initiative or at the request of Wayland upon a finding that the public health, safety or welfare is no longer endangered by a water supply shortage in all or part of the area to which the Emergency Declaration has been made.
17. Pursuant to 310 CMR 36.42(2)(a), MassDEP may extend this Emergency Declaration, on the Department's own initiative or upon the written request of Wayland if it

determines that a longer state of emergency is required to protect the public health, safety and welfare in any or in part of the area served by the public water supplier.

18. If Wayland fails to comply with the provisions of this Emergency Declaration and Order, MassDEP may assess a civil administrative penalty to the PWS, as provided in M.G.L. c. 21A, § 16, and M.G.L. c. 21G, § 14. MassDEP may also seek civil judicial penalties as provided in M.G.L. c. 21G, § 14. Each day of continued violation shall constitute a separate offense. In addition, MassDEP may ask the Massachusetts Attorney General to bring an action in the Superior Court to compel compliance with this Emergency Declaration and Order.

MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION

DATE: May 13, 2026

BY: /s/ Eric S. Worrall

Eric S. Worrall, Regional Director

STAFF SUMMARY




TO: Board of Directors
FROM: Stephen Estes-Smargiassi , Executive Director
DATE: May 20, 2026
SUBJECT: Renewal of Burlington and Reading Water Supply Continuation Agreements

COMMITTEE: Water Policy & Oversight

 INFORMATION
 X VOTE

Hillary Coolidge, Project Manager, Environmental Permitting
Colleen Rizzi, P.E., Director, Env. and Regulatory Affairs
Preparer/Title


Kathleen M. Murtagh, P.E.
Chief Operating Officer

RECOMMENDATION:

To authorize the Executive Director, on behalf of the Authority, to execute the Water Supply Continuation Agreements with the Towns of Burlington and Reading, each for a term of ten years, substantially in the forms filed as Attachments A and B with this staff summary, respectively.

DISCUSSION:

Twenty-eight of MWRA’s water communities are “contract communities” that receive water from MWRA pursuant to Water Supply Continuation Agreements reflecting obligations to be fulfilled by both MWRA and the community. The differentiation between contract and non-contract communities dates back to before MWRA’s Enabling Act. Of the 53 MWRA water-served communities, 28 are contract communities. Of these contract communities, eight are fully served (including the Town of Reading), 17 are partially supplied by MWRA and regularly use local sources to meet some portion of demand, and three rely on MWRA only in unusual or emergency situations. The Town of Burlington Water Supply Continuation Agreement expired on December 31, 2025, and the Town of Reading Water Supply Continuation Agreement is set to expire on June 30, 2026.

The development of new agreements is predicated upon the satisfaction of certain criteria set forth in Section 8(d) of the MWRA Enabling Act and the completion of a process outlined in MWRA regulation 360 C.M.R. 11.00 entitled "Regulations for the Continuation of Contract Water Supply" (the Regulations). The Regulations prescribe the preparation of a supplementary report that includes supply and demand analyses, documentation of conservation and demand management efforts, and a description of various aspects of the community's water supply system. The Regulations also prescribe the execution of a written agreement between MWRA and each community for up to a ten-year period. MWRA staff have worked with Burlington and Reading to complete the prescribed contract renewal processes and to develop agreements with the communities for the next contract term.

The typical term for Water Supply Continuation Agreements with communities is ten years, with the exception of first-time agreements for new entrants to the MWRA water system, which are

five years. An important component of Water Supply Continuation Agreements is that they set maximum annual water volumes and maximum daily water volumes that MWRA agrees to provide to the community. The Water Supply Continuation Agreements also set forth the entrance fee that the community agrees to pay pursuant to MWRA *Operating Policy 10, Admission of New Community to MWRA Water Works System* (OP.10).

Background – Burlington

Burlington was admitted to the MWRA water system on December 16, 2020, for a volume of up to 6.5 mgd to be supplied via a connection to the Town of Lexington's local distribution system. The connection was completed in a two-phased approach, as construction of a new pipeline was required for Burlington to obtain the requested 6.5 mgd from MWRA.

Under Phase One, a Water Supply Continuation Agreement was executed in early 2021, allowing Burlington to purchase up to 324 million gallons per year, or 0.886 mgd average daily use, and up to 1.5 mgd on a maximum day from MWRA via an existing connection with the Town of Lexington. No significant infrastructure improvements or modifications were required for Phase One, and Burlington supplemented local sources with MWRA water in the short term, while constructing the new pipeline for Phase Two. At that time, as required by OP.10, Burlington agreed to pay an entrance fee of \$4,407,986.46 pursuant to a 25-year, interest-free payment plan with a grace period for the first three years. Burlington began making annual payments of \$200,363.03 in December 2023.

In June 2023, Burlington requested an amendment to its existing Water Supply Continuation Agreement to purchase up to 1,278 million gallons per year, or 3.5 mgd average daily use, and up to 6.5 mgd maximum day use. Further, it requested a waiver of the entrance fee associated with the increased withdrawal volume on the basis of the water quality of local sources and resulting public health concerns. Burlington's local sources include the Vine Brook wells, a groundwater source with 3.2 mgd capacity, and Mill Pond, a surface water source with 2.5 mgd capacity. Three wells at Vine Brook have been taken offline due to 1.4 Dioxane in excess of the MassDEP's drinking water guideline level of 0.3 parts per billion (ppb), reducing capacity from the Vine Brook wells to under two mgd. As a result, Burlington had difficulty meeting demand and required numerous emergency connections to MWRA prior to its admission in 2020. Burlington also detected per- and polyfluoroalkyl substances in finished water and in all the Vine Brook water supply wells at approximately twice the MassDEP maximum contaminant level of 20 parts per trillion (ppt). Accordingly, Burlington was required to develop both short-term and long-term corrective action plans, which include temporarily supplying an alternative source of water to sensitive subgroups in the community, and ultimately abandoning the Vine Brook Water Treatment Plant, further reducing the ability to meet local demand.

In accordance with entrance fee waiver requirements approved by the Board of Directors in September 2022, staff determined that Burlington's local sources were impacted by significant water quality issues and, therefore, the Town qualified for, and the Board of Directors ultimately approved, a waiver of the entrance fee for the additional volume of water requested. Burlington is still required to make entrance fee payments associated with Phase One of the connection, as was previously agreed.

Background – Reading

Reading was admitted to the MWRA water system in 2005 and was initially approved to withdraw up to 219 million gallons from May 1 through October 31 (0.6 mgd on an annual volume basis), and up to 3.8 mgd on a maximum day. In 2007, Reading was approved to withdraw up to 766.5 million gallons from MWRA annually (2.1 mgd), with no change in its maximum day limit and future consideration of an additional 62.5 million gallons per year from MWRA, subject to MWRA and MWRA Advisory Board's approval and an additional entrance fee.

At a June 2006 Town Meeting, Reading voted to obtain all of its water supply from MWRA in order to ensure a financially and environmentally viable long-term potable water supply. After that, Reading entered into an Administrative Consent Order (ACO) with DEP. The ACO required Reading to reduce its withdrawal from the Ipswich River to the extent feasible, provided that the Town had in place a commitment from the MWRA. Pursuant to the ACO, Reading and MWRA entered into an agreement on August 3, 2006, temporarily permitting Reading to receive up to 2.1 mgd from the MWRA water system.

The ACO also committed Reading to a series of actions and milestones associated with regulatory review of Reading's request for additional MWRA withdrawals, since Reading's prior MEPA review and Interbasin Transfer Act approval limited withdrawals to 219 million gallons annually. Reading filed a Notice of Project Change and a Supplemental EIR with MEPA, documenting the effects of its purchase of up to 829 million gallons of water annually from MWRA and the cessation of water supply well withdrawals in the Ipswich River Basin. A MEPA Certificate was issued in January 2007, and in July 2007 the Water Resources Commission approved Reading's request for an interbasin transfer for full membership to MWRA. On September 20, 2007, the Advisory Board voted to approve Reading's request to obtain all of its water supply from MWRA.

Proposed Agreements

Proposed agreements have been prepared for Burlington and Reading, which are now recommended for Board approval. The agreements serve multiple purposes. First, they specify how the water supply needs of the communities will be met in a manner consistent with the capabilities of MWRA's water supply system. Second, they compel demand management and planning efforts. Third, they constitute a record of compliance with the factors and requirements specified in Section 8(d) of the Enabling Act and the Regulation.

Each proposed agreement recites the facts establishing the applicable criteria set forth in Section 8(d) of the Enabling Act, as necessary conditions for the continuation of water supply, have been satisfied; these criteria relate to safe yield, not abandoning local sources, implementing effective demand management measures, and conducting water use surveys. Each agreement also states the maximum annual water volumes and maximum daily water volumes that MWRA agrees to provide the community over the next ten years. Tables 1 and 2 present the highest annual demands for the subject contract communities within the last five years, the existing contract annual maximum withdrawals, and the proposed contract maximum withdrawals over the contract period. Further information regarding each proposed agreement is provided below.

Table 1 Burlington Contract Limits and Usage

Community	Demand (million gallons)			
	Highest Annual Demand 2020-2024 ¹	Existing Contract Annual Maximum Withdrawal	Proposed Contract Annual Maximum Withdrawal	
			2026	2035
Burlington	548	1,278	1,278	1,278

1. Highest annual flow taken from Supplementary Report submitted as part of the contract renewal process.

Table 2 Reading Contract Limits and Usage

Community	Demand (million gallons)			
	Highest Annual Demand 2021-2025 ¹	Existing Contract Annual Maximum Withdrawal	Proposed Contract Annual Maximum Withdrawal	
			2027	2036
Reading	623.11	766.5	766.5	766.5

1. Highest annual flow taken from Supplementary Report submitted as part of the contract renewal process.

Burlington

Burlington’s agreement limits remain the same as existing for the next ten years. Demand is currently below agreement limits. Projected demands are based on historical water usage, population and employment projections, and future developments. Burlington is currently in the process of installing a larger water main connected to MWRA and fed through Lexington. This connection should increase the volume of water that Burlington can obtain through the connection.

Reading

Reading’s agreement limits remain the same as existing for the next ten years. Demand is currently below agreement limits and Reading’s MWRA withdrawals have consistently remained below 766.5 million gallons.

Renewal Process, Accomplishments and Future Obligations

The agreement renewal process provides an opportunity to not only consider future community demands from MWRA, but to assess the progress the communities have made to implement demand management programs and protect local sources, pursuant to the requirements for Continuation of Water Supply and Enabling Act mandates. The accomplishments and future obligations are summarized below:

- Both communities have ongoing leak detection and repair programs, and both report that 100% of their systems are metered. Burlington uses its smart metering system to run leak reports and notify users of possible leaks. Reading employs radio read recorders and utilizes remote readers throughout its system. Over the last five years, Burlington and Reading consistently averaged at or below the 10% unaccounted-for water standard contained in the 2018 Massachusetts Water Conservation Standards. All municipal buildings in each Town are metered.

- Burlington’s planners have been actively trying to rezone large commercial “box stores” and large office spaces, as that use demand appears to be decreasing with mixed use, denser housing (*i.e.*, condominiums and apartments). A study on the impact to Burlington’s water demand has not been conducted yet. The last planned major pipe connection to MWRA is currently under construction, with completion slated in 2026. This pipe is expected to allow Burlington to realize the full approved capacity. At the completion, a new water master plan study is scheduled to verify hydraulic model field data and to analyze zoning impacts.
- Burlington’s summer demand can exceed five mgd, while winter daily demand is typically 2.3 to 2.5 mgd. Burlington produces and purchases a total of one billion gallons of drinking water per year consistently and expects near-term peak demands as water restrictions ease and possible longer-term increases in average demands, depending on how rezoning affects demand. Burlington expects to study this in the upcoming years.
- Condition Two of Reading’s 2007 Water Resources Commission's Interbasin Transfer Act approval requires it to “adhere to a standard of outdoor water use not less stringent than the bylaw currently in effect (July 2005).” To ensure Reading satisfies this condition, it has limited outdoor water use to the following hours: Monday through Sunday from 4:00 a.m. to 9:00 a.m. and 5:00 p.m. to 8:00 p.m. Furthermore, outdoor water use is permitted for even-numbered addresses on even-numbered days of the month, and for odd-numbered addresses on odd-numbered days of the month. There are no restrictions on handheld devices. Reading commits to complying with the Interbasin Transfer Act or any amendment thereto, in order to reduce water use. Reading meticulously documents all water usage throughout the community. Any unaccounted-for water is determined to be under or around 3%. Reading performs annual leak detection as well as continual system-wide exercising of gate valves. Since the Town's initial connection to MWRA water supply these water conservation restrictions have been in place. Accordingly, there is no comparable data to estimate the volume of water that would be saved from having these restrictions in place.
- Burlington is also working to improve production capacity at the Mill Pond Water Treatment Facility through filter media replacement and newly approved ion exchange vessel backwashing to mitigate headloss buildup in the ion exchange resin filters. A pilot study is scheduled for spring 2026 to re-evaluate granular activated carbon media functionality and evaluate the potential use of surface modified clay media.
- Burlington has a local drought restriction enforcement by-law and plans to submit an Updated Drought Management Plan to DCR in early 2026.

The recommendations of the DEP Source Water Assessment and Protection Program provide a framework for the partially supplied communities’ local source protection efforts. For Burlington and Reading, there are a number of by-laws they have in place that address protecting and preserving water supplies and sources. In short, the proposed agreements reflect continued commitment to implementation of current and proposed local demand management programs and local source protection. For the foregoing reasons, staff recommend the Board’s approval.

BUDGET/FISCAL IMPACTS:

Water withdrawals for both communities will continue to be assessed in accordance with MWRA's Community Charge Determination Policy. MWRA's Community Charge Determination Policy computes charges for water services based on each community's metered water flows.

ATTACHMENTS:

Attachment A: Draft Water Supply Continuation Agreement with Town of Burlington

Attachment B: Draft Water Supply Continuation Agreement with Town of Reading

**WATER SUPPLY CONTINUATION AGREEMENT
BETWEEN
THE MASSACHUSETTS WATER RESOURCES AUTHORITY
AND
THE TOWN OF BURLINGTON**

PARTIES

This Water Supply Continuation Agreement (“Agreement”) is entered into by and between the Massachusetts Water Resources Authority, a body corporate and politic and an instrumentality of the Commonwealth of Massachusetts established pursuant to Chapter 372 of the Acts of 1984, as amended, having an address of Deer Island, 33 Tafts Avenue, Boston, MA 02128 (“MWRA”) and the Town of Burlington, having an address of 29 Center Street, Burlington, MA 01803 (“Town”), (hereinafter jointly referred to as “the Parties” and each individually as a “Party”). This Agreement documents the understanding of the Parties regarding the arrangement whereby the Town will continue to purchase a portion of its water supply from the MWRA water supply system.

RECITALS

- R1. Whereas, the Massachusetts Legislature created MWRA in December 1984 to use, operate, maintain, and improve the waterworks and sewerage systems serving the greater metropolitan area. Operating pursuant to its enabling act under chapter 372 of the Acts of 1984, as amended (“Act”), MWRA provides water supply and distribution services and wastewater collection and treatment services, to certain cities, towns and special services districts (“Communities”) within MWRA’s service area;
- R2. Whereas, Section 8(d) of the Act authorizes the MWRA to enter into an arrangement to provide for the continued delivery of water to a community under reasonable terms as determined by MWRA provided that specific requirements are met;
- R3. Whereas, a regulation entitled “Continuation of Contract Water Supply,” promulgated by the MWRA at 360 C.M.R. § 11.00, and most recently revised on November 18, 1994, (“Regulation”), defines more specifically the requirements of Section 8(d) of the Act and govern the continued delivery of water by the MWRA to the Communities purchasing water from the MWRA;
- R4. Whereas, the Town, having met the conditions of Section 8(d) of the Act, the Regulation, and the conditions of MWRA *Policy O.P. #10, Admission of New Community to the Waterworks System* (“OP.10”), was duly admitted to the MWRA Waterworks system on January 1, 2021, thereby acquiring certain rights and obligations conferred by that admission;
- R5. Whereas, on May 7, 2021, a *Water Supply Agreement* was executed between the Parties, allowing the Town to withdraw 0.886 million gallons per day (“mgd”) on

average from the MWRA Waterworks System (“System”), with a term beginning on or around January 1, 2021, and ending at midnight on December 31, 2025.

- R6. Whereas, in 2023, the Parties subsequently executed a *First Amendment to the Water Supply Agreement*, which: (a) increased the amount of water withdrawn from the MWRA System to a maximum annual volume basis of 1,278 million gallons for each year, 3.5 mgd on an average daily basis and up to 6.5 mgd on a maximum day basis; and (b) waived the Entrance Fee associated with the increased withdrawal amount;
- R7. Whereas, pursuant to the Regulation, on December 17, 2025, the Town submitted a continuation request and a supplementary report including: (1) a supply analysis; (2) a demand analysis; (3) a water management plan; (4) an ordinance for the protection of local sources; and (5) a description of the local user charges and accounting system which meet the Regulation’s requirement for conservation based rates.
- R8. Whereas, the MWRA has reviewed the Town’s continuation request and finds that the applicable requirements of Section 8(d) of the Act have been met, as follows:
- (1) the safe yield of the watershed system as of the date of this Agreement and as projected for the term hereof is sufficient to meet the projected demand of the Town;
 - (2) No existing or potential water supply source for the Town has been abandoned;
 - (3) Effective demand management measures have been developed by the Town;
 - (4) A local water supply source feasible for development has not been identified by either the Town or the DEP; and
 - (5) A water use survey has been completed, which identifies all users within the Town that consume in excess of twenty million gallons a year;
- R9. Whereas, MWRA desires to continue to provide safe and sufficient water supplies to the Town and to provide system-wide assistance to help protect and conserve water supplies;
- R10. Whereas, the MWRA and the Town wish to formalize their rights and obligations regarding the continuation of supply of water to the Town and therefore enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the MWRA and the Town agree to the following:

1. The term (“Term”) of this Agreement shall be for the period beginning on January 1, 2026, and ending at midnight on December 31, 2035.
2. The Town agrees that during the Term it will operate its local water supply system in such a manner so as to make maximum use of local water supply sources subject to any limits and/or conditions imposed by the Water Resources Commission.

3. The MWRA shall, during the Term, provide the Town with water on a maximum annual water volume basis, stated in millions of gallons, as follows:

Maximum Annual Volume

1,278 million gallons

MWRA will supply the Town with up to 3.5 million gallons per day ("mgd") on an average daily basis, and up to 6.5 mgd on a maximum daily basis subject to the hydraulic capabilities of MWRA's distribution system, and any hydraulic limitation in the Lexington water distribution system and subject to any applicable terms of the Burlington/Lexington Inter-Municipal Agreement on water supply. In the event of unusual water demand or supply conditions and upon written notice to the MWRA disclosing and explaining such conditions, MWRA agrees that it will use its best efforts to supply the Town with those quantities of water to meet its legitimate needs in excess of the maximum annual water volumes stated above so as to make up for unexpected shortfalls in the available yield of available local sources.

4. In the event revised circumstances regarding local demand and/or supply should occur and the Town determines that the volume designated in this Agreement to be supplied from the MWRA system is insufficient to meet the Town's new demand, the Town may petition the MWRA to amend this agreement pursuant to 360 C.M.R. 11.11.
5. The Town agrees that the MWRA will not be liable for any disruption of water service to the Town attributable to the Town's water distribution system.
6. The Town agrees to pay the full cost of any required upgrades to connect to Lexington or the MWRA distribution system. Any upgrades will be constructed by the Town according to MWRA specifications and will be owned and maintained by the Town.
7. The Town agrees to pay MWRA a "Net Entrance Fee" of \$4,407,986.46 for its share of the value of the waterworks system in place at the time of its entrance. The Net Entrance Fee reflects the Entrance Fee of \$4,448,749.97 minus the Total Net Asset Value contributions of \$40,763.51, previously paid pursuant to OP#5. The Net Entrance Fee will be paid to the MWRA in accordance with the schedule of payments attached hereto as Exhibit A and incorporated herein. In consideration of the payment of the Net Entrance Fee by the Town, the MWRA agrees to the continuation of water supply to the Town from the MWRA System, in accordance with the provisions of 360 CMR § 11.00.
8. The MWRA shall bill the Town, which shall in turn remit payment to the MWRA charges for all water supplied under this Agreement at the MWRA's applicable prevailing rate. All billing procedures, due dates, and interest charges for late payments shall be in accordance with the MWRA's Budget and Assessment Policies and Procedures (Exhibit B).

9. The Town agrees to continue a user charge system and an accounting system, which meets the Regulation's requirement to: (a) incorporate a uniform rate or an alternative structure which provides incentives for water conservation and/or is designed to ensure the affordability of water services to low and/or fixed income persons; and (b) prohibit rate structures that incorporate descending or declining block rates.
10. The Town agrees to continue in effect a full cost pricing system for water received from the MWRA System.
11. The Town agrees that during the Term it shall continue the implementation of its current and proposed local demand management programs, including the following: (a) participation in MWRA conservation programs; (b) distribution of MWRA-provided materials to all water users; (c) compliance with the MWRA's regulations for Town-wide leak detection and repair (360 CMR §12.00); (d) maintaining metering in 100 percent of the Town's distribution system, including all municipal facilities; and (e) maintenance of efficient water fixtures in all public buildings, together with promotion of their use in industrial, commercial, and residential areas.
12. The Town agrees that during the Term it shall not abandon any local source and substitute water from MWRA sources unless DEP has declared that the local source is to be or has been abandoned, is unfit for drinking, and cannot be economically restored for drinking purposes.
13. The Town agrees to continue in full force and effect during the Term its local ordinance for the protection of local water sources.
14. Any dispute arising between the MWRA and the Town concerning the calculation of the annual assessment shall be resolved in accordance with the Review and Dispute Resolution Process as outlined in MWRA's Budget and Assessment Policies and Procedures (Exhibit B). Any other dispute between MWRA and the Town under terms of this Agreement shall be resolved in accordance with the dispute resolution process set forth at 360 CMR § 11.14 and the administrative procedures set forth at 360 CMR § 1.00.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on this _____ day of May, 2026 by their duly authorized representatives.

MASSACHUSETTS WATER RESOURCES AUTHORITY

By: _____
Stephen Estes-Smargiassi
Executive Director

TOWN OF BURLINGTON

By: _____
John Danizio
Town Administrator

Exhibit A: Schedule of Payments

Exhibit B: MWRA Budget and Assessment Policies and Procedures

DRAFT

**WATER SUPPLY CONTINUATION AGREEMENT
BETWEEN
THE MASSACHUSETTS WATER RESOURCES AUTHORITY
AND
THE TOWN OF READING**

PARTIES

This Water Supply Continuation Agreement (“Agreement”) is entered into by and between the Massachusetts Water Resources Authority, a body corporate and politic and an instrumentality of the Commonwealth of Massachusetts established pursuant to Chapter 372 of the Acts of 1984, as amended, having an address of Deer Island, 33 Tafts Avenue, Boston, MA 02128 (“MWRA”) and the Town of Reading, having an address of 16 Lowell Street, Reading, MA 01867 (“Town”), (hereinafter jointly referred to as “the Parties” and each individually as a “Party”). This Agreement documents the understanding of the Parties regarding the arrangement whereby the Town will continue to purchase a portion of its water supply from the MWRA water supply system.

RECITALS

- R1. Whereas, the Massachusetts Legislature created MWRA in December 1984 to use, operate, maintain, and improve the waterworks and sewerage systems serving the greater metropolitan area. Operating pursuant to its enabling act under chapter 372 of the Acts of 1984, as amended (“Act”), MWRA provides water supply and distribution services and wastewater collection and treatment services, to certain cities, towns and special services districts (“Communities”) within MWRA’s service area;
- R2. Whereas, Section 8(d) of the Act authorizes the MWRA to enter into an arrangement to provide for the continued delivery of water to a community under reasonable terms as determined by MWRA provided that specific requirements are met;
- R3. Whereas, a regulation entitled “Continuation of Contract Water Supply,” promulgated by the MWRA at 360 C.M.R. § 11.00, and most recently revised on November 18, 1994, (“Regulation”), defines more specifically the requirements of Section 8(d) of the Act and govern the continued delivery of water by the MWRA to the Communities purchasing water from the MWRA;
- R4. Whereas, on September 21, 2005, the Town made a formal application to the MWRA to become a permanent customer of the MWRA water supply system and requested a withdrawal of up to 219 million gallons a year in order to supplement its local sources to reduce the impacts of its water withdrawals on the Ipswich River Basin during low flow periods;
- R5. Whereas, the Town, having met the conditions of Section 8(d) and the conditions of MWRA OP#10 Admission of a New Community to the Waterworks System, was duly

admitted to the MWRA Waterworks System in November 2005, thereby acquiring certain rights and obligations conferred by that admission;

- R6. Whereas, on _____, a *Water Supply Agreement* was executed between the Parties, allowing the Town to withdraw ____ million gallons per day (“mgd”) on average from the MWRA Waterworks System (“System”), with a term beginning on or around January 1, 2021, and ending at midnight on December 31, 2025.
- R7. Whereas, after admission to the MWRA as a partially supplied community, the Town undertook a series of actions related to regulatory review and received approval under the Interbasin Transfer Act to increase its purchase from the MWRA System for up to 829 million gallons annually or 2.27 mgd on an annualized average basis;
- R8. Whereas, in October of 2007, the MWRA Board of Directors approved the Town’s request to become fully supplied by the MWRA System, and for the Town to increase its purchase from the MWRA System to up to 766.5 million gallons annually, 2.1 mgd on an average annual day basis, with the understanding that the Town may in the future request an additional volume of 0.17 mgd, as approved under the Interbasin Transfer Act;
- R9. Whereas, the Parties subsequently executed *Water Supply Continuation Agreements* for the continued purchase of water from the MWRA System in 2007 and 2017, the last of which, by its terms, expires on June 30, 2026;
- R10. Whereas, pursuant to the Regulation, on November 26, 2025, the Town submitted a continuation request and a supplementary report including: (1) a supply analysis; (2) a demand analysis; (3) a water management plan; (4) an ordinance for the protection of local sources; and (5) a description of the local user charges and accounting system which meet the Regulation’s requirement for conservation based rates;
- R11. Whereas, the MWRA has reviewed the Town’s continuation request and finds that the applicable requirements of Section 8(d) of the Act have been met, as follows:
- (1) the safe yield of the watershed system as of the date of this Agreement and as projected for the term hereof is sufficient to meet the projected demand of the Town;
 - (2) No existing or potential water supply source for the Town has been abandoned;
 - (3) Effective demand management measures have been developed by the Town;
 - (4) A local water supply source feasible for development has not been identified by either the Town or the DEP; and
 - (5) A water use survey has been completed, which identifies all users within the Town that consume in excess of twenty million gallons a year;
- R12. Whereas, MWRA desires to continue to provide safe and sufficient water supplies to the Town and to provide system-wide assistance to help protect and conserve water supplies;
- R13. Whereas, the MWRA and the Town wish to formalize their rights and obligations regarding the continuation of supply of water to the Town and therefore enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the MWRA and the Town agree to the following:

1. The term ("Term") of this Agreement shall begin on July 1, 2026, and end at midnight on June 30, 2036.
2. The Town agrees that during the Term it will operate its local water supply system in such a manner so as to make maximum use of local water supply sources.
3. The MWRA shall, during the Term, provide the Town with water on a maximum annual water volume basis, stated in millions of gallons, as follows:

Maximum Annual Volume
766.5 million gallons

And up to 3 million gallons per day ("mgd") on a maximum daily basis consistent with the hydraulic capabilities of MWRA's distribution system. In the event of unusual water demand or supply conditions and upon written notice to the MWRA disclosing and explaining such conditions, MWRA agrees that it will use its best efforts to supply the Town with those quantities of water to meet its legitimate needs in excess of the maximum annual water volumes stated above so as to make up for unexpected shortfalls in the available yield of available local sources.

4. In the event revised circumstances regarding local demand and/or supply should occur and the Town determines that the volume designated in this Agreement to be supplied by the MWRA System is insufficient to meet the Town's new demand, the Town may petition the MWRA to amend this agreement pursuant to 360 C.M.R. 11.11.
5. The Town agrees that the MWRA will not be liable for any disruption of water service to the Town attributable to the Town's water distribution system.
6. The Town has paid the Authority an Entrance Fee, and in consideration of the payment of the Entrance Fee by the Town, the MWRA agrees to continue to provide a supply of water to the Town from the MWRA's System in accordance with 360 C.M.R. 11.00.
7. The MWRA shall bill the Town, which shall in turn remit payment to the MWRA charges for all water supplied under this Agreement at the MWRA's applicable prevailing rate. All billing procedures, due dates, and interest charges for late payments shall be in accordance with the MWRA's Budget and Assessment Policies and Procedures (Exhibit A).

8. The Town agrees to continue a user charge system and an accounting system, which meets the Regulation's requirement to: (a) incorporate a uniform rate or an alternative structure which provides incentives for water conservation and/or is designed to ensure the affordability of water services to low and/or fixed income persons; and (b) prohibit rate structures that incorporate descending or declining block rates.
9. The Town agrees to continue in effect a full cost pricing system for water received from the MWRA System.
10. The Town agrees that during the Term it shall continue the implementation of its current and proposed local demand management programs, including the following: (a) participation in MWRA conservation programs; (b) distribution of MWRA-provided materials to all water users; (c) compliance with the MWRA's regulations for Town-wide leak detection and repair (360 CMR §12.00); (d) maintaining metering in 100 percent of the Town's distribution system, including all municipal facilities; and (e) maintenance of efficient water fixtures in all public buildings, together with promotion of their use in industrial, commercial, and residential areas.
11. The Town agrees that during the Term it shall not abandon any local source and substitute water from MWRA sources unless DEP has declared that the local source is to be or has been abandoned, is unfit for drinking, and cannot be economically restored for drinking purposes.
12. The Town agrees to continue in full force and effect during the Term its local ordinance for the protection of local water sources.
13. Any dispute arising between the MWRA and the Town concerning the calculation of the annual assessment shall be resolved in accordance with the Review and Dispute Resolution Process as outlined in MWRA's Budget and Assessment Policies and Procedures (Exhibit A). Any other dispute between MWRA and the Town under terms of this Agreement shall be resolved in accordance with the dispute resolution process set forth at 360 CMR § 11.14 and the administrative procedures set forth at 360 CMR § 1.00.
14. The Town will be assessed for water in accordance with MWRA's Community Charge Determination Policy. MWRA's Community Charge Determination Policy computes charges for water services on the basis of each community's metered water flows. The MWRA annual water rate revenue requirement is allocated according to each Community's prior year's water use relative to the system as a whole. The annual rate revenue requirement is comprised of operation and maintenance (O&M) and capital (debt service) charges.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on this _____ day of _____, 2026 by their duly authorized representatives.

MASSACHUSETTS WATER RESOURCES AUTHORITY

By: _____
Stephen Estes-Smargiassi
Executive Director

TOWN OF READING

By: _____
Jayne Wellman
Town Manager

Exhibit A: MWRA Budget and Assessment Policies and Procedures

DRAFT

STAFF SUMMARY


TO: Board of Directors
FROM: Stephen Estes-Smargiasi, Executive Director
DATE: May 20, 2026
SUBJECT: Shaft 5 Building Improvements
 Design and Engineering Services During Construction
 Kleinfelder Northeast, Inc.
 Contract 7599, Amendment 2



COMMITTEE: Water Policy & Oversight

 INFORMATION
 X VOTE

Brian L. Kubaska, P.E., Chief Engineer
Kathleen Cullen, P.E., Sr. Program Manager
 Preparer/Title


Kathleen M. Murtagh, P.E.
 Chief Operating Officer

RECOMMENDATION:

To authorize the Executive Director, on behalf of the Authority, to approve Amendment 2 to Contract 7599, Shaft 5 Building Improvements Design and Engineering Services During Construction, with Kleinfelder Northeast, Inc., increasing the contract amount by \$200,000, from \$1,269,356 to \$1,469,356, and extending contract term by 42 months, from May 17, 2026 to November 17, 2029.

DISCUSSION:

On April 14, 2021, the Board approved the award of Contract 7599 to Kleinfelder Northeast, Inc., in an amount not-to-exceed \$1,158,678 for a contract term of 60 months. The contract was executed on June 1, 2021, to provide design and engineering services during construction (ESDC) of building improvements to the existing Shaft 5 building in Weston.

The City Tunnel, completed in 1950, is a 4.8-mile tunnel system connected to the Metrowest Tunnel System and the Hultman Aqueduct via major valve connections at Shaft 5 in Weston. An overview map of the Metropolitan Tunnel System is shown below as Figure 1.

The Shaft 5 Facility was originally constructed in 1947 and contains isolation valves and equipment related to the MWRA water transmission system. The building consists of a ground floor and a subgrade basement. The first floor provides access to three shafts as well as access to the gate valve chambers. The first floor also contains the existing electrical switchboard, abandoned restroom facilities, hydraulic valve system controls and gate valve operators. The basement houses a step-down transformer, pumping equipment, and a ventilation blower.

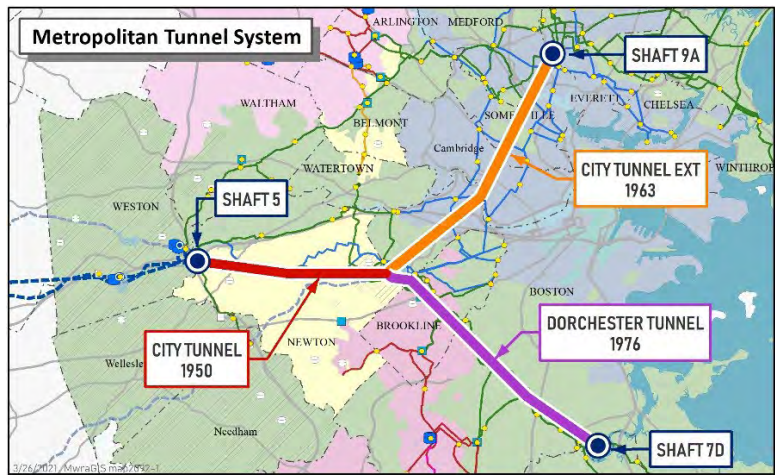


Figure 1 - Overview Map of Metropolitan Tunnel System

This project provides engineering services to upgrade the 78-year-old facility, including all utilities and components. In addition, hazardous materials, including lead and PCBs, will be abated as part of this project. The original contract schedule indicated that final design would be reached in March 2023, nine months after approval of the preliminary design report. However, the extensive nature of the improvements to a historic building, particularly replacing electrical and HVAC systems nearly original to the building construction, required the submission of an additional technical submittal that resulted in a longer design duration. Final design was achieved in April 2024, thirteen months later than scheduled.

A separate construction contract (Contract 7671) at the Shaft 5 Facility was initiated in April 2024 and achieved substantial completion in August 2025. The purpose of Contract 7671 was to strengthen the critical piping and components, and also abandon the pump chamber located 400 feet below the facility. Although the separate building improvements project reached final design in April 2024 under Contract 7599, both projects could not be constructed concurrently due to the critical nature of the Shaft 5 Facility, so the building improvements project was placed on hold. Furthermore, combining these two projects into one construction contract was not possible given the differing construction work (i.e., Chapter 30 work versus Chapter 149 work).

Prior Amendment

Amendment 1, approved under delegated authority, increased the contract amount by \$110,699.81 for additional effort required to revise the final construction documents in accordance with the new state building code issued after the initial final construction documents were received and for additional administration due to the longer than anticipated final design effort.

This Amendment

Extend the Contract Time by 42 Months	\$200,000
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Proposed Amendment 2 will increase Contract 7599 by \$200,000, from \$1,269,356 to \$1,469,356 and extend the contract term by 42 months. Contract 7599 is currently set to expire on May 17, 2026. Since the building improvements project was put on hold to allow for the completion of construction Contract 7671, additional time is needed to complete the bidding services and ESDC. The 42 additional months include six months for procurement review and bidding, 24 months for

construction, and a 12-month warranty period. The additional funds are required to cover the escalation of labor rates.

Staff recommend the Board’s approval of Amendment 2 to Contract 7599, increasing the contract amount by \$200,000 and extending the contract term by 42 months, to proceed with the buildings improvement project.

CONTRACT SUMMARY:

	Amount	Time	Dated
Original Contract	\$1,158,656.19	60 Months	6/1/2021
Amendment 1	\$ 110,699.81*	0 Months	3/23/2026
Amendment 2	<u>\$200,000.00</u>	<u>42 Months</u>	Pending
Amended Contract	\$1,469,356.00	102 Months	

*Approved under delegated authority.

BUDGET/FISCAL IMPACTS:

The FY26 CIP includes \$1,158,678 for Contract 7599. Including this amendment for \$200,000, the adjusted contract total will be \$1,469,356 or \$310,678 over the CIP amount. This amount will be absorbed within the five-year CIP spending cap.

MBE/WBE PARTICIPATION:

There were no MBE/WBE participation requirements established for this contract due to the limited opportunities for subcontracting.

STAFF SUMMARY


TO: Board of Directors
FROM: Stephen Estes-Smargiassi, Executive Director
DATE: May 20, 2026
SUBJECT: May 2026 PCR Amendments



COMMITTEE: Personnel and Compensation

 INFORMATION
 X VOTE

Wendy Chu, Chief Equity and Inclusion Officer
Preparer/Title


Michele S. Gillen
Director, Administration

RECOMMENDATION:

To approve amendments to the Position Control Register included in the attached chart.

DISCUSSION:

The Position Control Register (PCR) lists all positions of the Authority, filled and vacant. It is updated as changes occur and published at the end of each month. Any changes to positions during the year are proposed as amendments to the PCR. All amendments to the PCR, except those resulting only in a change in title or cost center, must be approved by the Personnel and Compensation Committee of the Board of Directors. All amendments resulting in an upgrade of a position by more than one grade level, and/or an increase in annual cost by \$10,000 or more must be approved by the Board of Directors after review by the Personnel and Compensation Committee.

May 2026 PCR Amendments

There are two PCR Amendments this month.

Organizational Changes:

1. Title and grade change to one vacant position in the Operations Division, Clinton Wastewater Department from a Secretary I (Unit 1, Grade 15) to Administrative Coordinator (Unit 1, Grade 18) to meet department needs.
2. Creation of one Project Manager, Electrical position in the Operations Division, Western Water Department (Unit 9, Grade 25) to meet department needs.

BUDGET/FISCAL IMPACT:

The maximum annualized budget impact of the PCR amendment will be a maximum cost of \$150,965. Staff will ensure that the costs associated with the PCR amendment will not result in spending over the approved FY26 Budget.

ATTACHMENTS:

Job Descriptions

MASSACHUSETTS WATER RESOURCES AUTHORITY
 POSITION CONTROL REGISTER AMENDMENTS
 FISCAL YEAR 2026

PCR AMENDMENTS REQUIRING BOARD APPROVAL - May 20, 2026																	
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		
B21	Operations Clinton Wastewater Department 2910018	V	T, G	Secretary I	1	15	Administrative Coordinator	1	18	\$77,107	\$67,014	\$90,928	-\$10,093	-	\$13,821	To meet department needs.	
B22	Operations Western Water Department TBD	N/A	N/A	N/A	N/A	N/A	Project Manager, Electrical	9	25	\$0	\$98,088	-	\$137,144	\$98,088	-	\$137,144	To meet department needs.
BOARD TOTAL =					2						TOTAL:		\$87,995	\$150,965			

**MWRA
POSITION DESCRIPTION**

POSITION: Secretary I

DIVISION: Executive, Administration & Finance, Operations, Law, Support Services

DEPARTMENT: Deer Island, Engineering & Construction, Operations Administration, FOD Administration, Finance Director's Office, Treasury, Operations Planning, Laboratory Services, Law, Public Affairs, Human Resources, MIS, Procurement

BASIC PURPOSE:

Provides secretarial and administrative support within their department. This description provides a range of possible duties but the incumbent will not necessarily perform all the duties listed below.

SUPERVISION RECEIVED:

Works under the general supervision of the departmental Director, Manager, Supervisor, or Administrative Assistant.

SUPERVISION EXERCISED:

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Composes and edits correspondence, reports and other materials on word processor; assists the management in the preparation of reports, logbooks, agendas and special projects.
- Attends department meetings, including meetings covering grievance resolution and collective bargaining strategy, takes notes and transcribes materials as needed.
- Maintains log of invoices and prepares requisitions for various equipment and supplies; maintains files including invoices, attendance records and performance appraisals.
- Greets and welcomes visitors/job applicants. Answers telephone, processes information requests, records messages and routes calls, opens and distributes mail.
- Enters Request for Material, Invoice Vouchers and Receiving entries in the accounting system. Researches and logs vendor inquiries to ensure prompt replies to vendor.
- Schedules appointments, meetings, conferences, and workshops and makes travel arrangements; prepares travel and expense reports.
- Records, updates, and tracks files using databases management system or spreadsheets as required.
- Coordinates mass mailings.

- Maintains a log of all personnel paperwork and tracks its progress through final approval. Processes timesheets, personnel actions, and performance reviews as necessary. Supports timesheet collection and entry of information into the time system. May distribute checks.
- Serves as a backup for the Executive Secretary as needed.

SECONDARY DUTIES:

- Performs other related duties as required.

MINIMUM QUALIFICATIONS:

Education and Experience:

- (A) Knowledge of administrative and secretarial procedures as normally attained through a two (2) year secretarial or business school program; and
- (B) Understanding of administrative and office procedures as acquired through a three (3) to five (5) years secretarial/administrative experience; or
- (C) Any equivalent combination of education and experience.

Necessary Knowledge, Skills and Abilities:

- (A) Demonstrated proficiency in Microsoft Office products including Outlook, Word and Excel. Some knowledge of PowerPoint is preferred.
- (B) Excellent communication and interpersonal skills.

SPECIAL REQUIREMENTS:

Must have successfully completed the MIS and professional development-related ACP requirements for this position. If no qualified ACP certified applicant applies for the position, the selected candidate will have 6 months to complete the ACP program.

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 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.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, 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. The employee regularly works in an office environment.

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

December 2014

**MWRA
POSITION DESCRIPTION**

POSITION: Administrative Coordinator

DIVISION: Executive, Operations, Law, Administration, and Finance

DEPARTMENT: Deer Island, Law, Support Services, Public Affairs, Human Resources, MIS, Internal Audit, E&C, TRAC, Clinton

BASIC PURPOSE:

Provides administrative support and assistance to the Director, Manager, and/or departmental staff. This provides a range of possible duties, but will not necessarily perform all the duties listed below.

SUPERVISION RECEIVED:

Works under the general supervision of the Department Director or Manager.

SUPERVISION EXERCISED:

May exercise supervision over an intern or entry-level clerical personnel.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assists the Manager of the department in dissemination and implementation of administrative policies and procedures relative to personnel, budget, finance, payroll, purchasing and other administrative matters.
- Updates and implements changes of all departmental personnel records as needed including the completion, submittal and follow-up of necessary MWRA forms. Supervises, inputs and maintains timekeeping and payroll data for the department.
- Schedules and prepares personnel hiring, benefits, salary increases and/or promotion documents. Refers managers and employees to union contract provisions Human Resources policies and Procedures. Directs complex issues to HR Labor Relations.
- Assists with the planning and implementation of MWRA outreach efforts, including meetings, conferences, facility tours and related workshops.
- Develops and maintains department database management, spreadsheet filing systems, all and all-departmental files as required.
- Purchase departmental supplies and monitor's expenses. Compiles and reviews spending reports.
- Maintains Director's/Manager's schedule and appointments and is responsible for any administrative support needed.
- Responds to public information requests.
- Reviews and prepares monthly accrual information and inputs into computer systems.
- Receives and distributes mail. Composes routine correspondence.

SECONDARY DUTIES:

- Performs related duties as required.

MINIMUM QUALIFICATIONS:

Education and Experience:

- (A) An Associate's degree in any field; and
- (B) Understanding of personnel, payroll and procurement and administrative policies as acquired by at least three (3) years of related experience; or
- (C) Any equivalent combination of education and experience.

Necessary Knowledge, Skills and Abilities:

- (A) Demonstrated skills in Microsoft Word, Excel, Access, PowerPoint, and Outlook are required. Knowledge of financial software programs is highly desirable.
- (B) Knowledge of MWRA Administrative Policies and Procedures including hands-on experience with payroll and personnel processing is preferred.
- (C) Ability to work with minimal supervision in a fast-paced environment.
- (D) Demonstrated strong organizational, verbal, and written communications skills.

SPECIAL REQUIREMENTS:

A driver's license is required.

Must have successfully completed the MIS and professional development-related ACP requirements for this position. If no qualified ACP certified applicant applies for the position, the selected candidate will have 6 months to complete the ACP program.

TOOLS AND EQUIPMENT USED:

Office machines as normally associated with a professional office environment, including the use of telephones, personal computers, word processing and other software, email, videoconference applications, copiers, scanners and fax machines.

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, tools 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 walk; stand; climb or balance; stoop, kneel, crouch, or crawl; taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 50 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 an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works near moving mechanical parts, and is occasionally exposed to wet and/or humid conditions and vibration. 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.

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

May 2026

**MWRA
POSITION DESCRIPTION**

POSITION: Project Manager, Electrical
DIVISION: Operations
DEPARTMENT: Field Operations/Western O&M

BASIC PURPOSE:

Provides technical assistance in support of the overall maintenance program, electrical construction design services and field-inspection services for various Western Operations electrical construction and maintenance projects.

SUPERVISION RECEIVED:

Works under the general supervision of the Program Manager, Electrical.

SUPERVISION EXERCISED:

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Supports the Program Manager to develop and administer maintenance service contracts to support existing Western Operations and Maintenance (O & M) facilities.
- Supports pro-active maintenance programs, guides efforts to ensure reliability and maintainability of equipment, processes, utilities, facilities and safety systems.
- Assists in the design development involving electrical additions and improvements, including layout changes for plant equipment.
- Develops conceptual sketches, field measurements and reviews manufacturer product data. Compiles designs and drawings, provides first draft layouts and detail options for review. Incorporates review comments into a final version with minimal technical guidance, supervision and direction.
- Works with the Program Manager, Electrical to make modifications to operation and maintenance documentation with respect to electrical design modifications and upgrades.
- Assists the plant operations staff with technical resolution and recommendations to electrical problems, which arise during normal operation of the plant. Provides diagnostic analysis and advanced troubleshooting of electrical machinery failures.
- Develops and maintains files and familiarity with all codes, code addenda, code cases, and industry standards applicable to the electrical field, and ensure the facility specifications comply.
- Assists with coordination of plant project activities with engineering consultants, contractors and manufacturers as required.
- Provides oral and written reports detailing results of problem investigations and economic

justification for proposed changes.

- Acts as the resident field inspector on major and minor electrical construction and maintenance projects. Reviews contractor payment requests and makes recommendation for payment.
- Participates in the troubleshooting, testing, inspection and operation of complex medium and high voltage (480 volt - 69 kV) electrical systems and equipment including feeder circuits, distribution circuits, complex relay systems, automatic transfer switches and high voltage circuit breakers. Provides written reports detailing results of problem investigations and economic justification for proposed changes.
- Supports medium and high voltage substation switching while synchronizing multiple sources of power and the maintenance of medium and high voltage distribution systems within Western Operations.
- Participates in the planning, scheduling, and performing preventative and corrective maintenance.
- Supports the execution of the annual condition assessment and of the asset replacement strategy for assigned assets.
- Supports the Electrical Program Manager in troubleshooting, testing, inspecting, and operation of medium and high voltage electrical systems and equipment

SECONDARY DUTIES:

- Performs related duties as required.

MINIMUM QUALIFICATIONS:

Education and Experience:

- (A) A Bachelor's degree in electrical engineering; and
- (B) At least five (5) years of electrical design experience, or field experience that includes the installation, field inspection and maintenance of a wide variety of electrical power and control equipment; and
- (C) Experience with complex industrial controls, high voltage switch gear and hydro-electric operations; or
- (D) Any equivalent combination of education or experience.

Necessary Knowledge, Skills and Abilities:

- (A) Possess the ability to determine if field installations are compliant with applicable National and Local codes; and
- (B) Possess the ability to fully define and clarify code-related issues.
- (C) Demonstrated knowledge of process plant electrical equipment, high voltage machines, construction issues and water plant experience, preferred.
- (D) Knowledge of general and specific electrical installation principles and practices.

- (E) Demonstrated abilities to work as part of a project team and to develop and maintain productive working relationships with external parties.
- (F) Proficiency with personal computers and knowledge of word processing, spreadsheets, CMMS and engineering applications software required.
- (G) Proficiency with the use of power analyzer meters and various condition monitoring instruments and their related software applications required.
- (H) Excellent interpersonal, written and verbal communication skills are required.

SPECIAL REQUIREMENTS:

A valid Massachusetts Class D Motor Vehicle Operator's License or driver's license from another state.

TOOLS AND EQUIPMENT USED:

Office machines as normally associated with a professional office environment, including the use of telephones, personal computers, word processing and other software, email, videoconference applications, copiers, scanners and fax machines.

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 required to stand, walk, climb or balance, stoop, kneel, crouch or crawl, and smell.

The employee must frequently lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, peripheral 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 employee occasionally works near moving mechanical parts, and is occasionally exposed to outdoor weather conditions.

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

May 2026

STAFF SUMMARY

TO: Board of Directors
FROM: Stephen Estes-Smargiassi, Executive Director
DATE: May 20, 2026
SUBJECT: Appointment of Manager, Process Control
Deer Island Wastewater Treatment Plant



COMMITTEE: Personnel & Compensation

 INFORMATION
 X VOTE

Michele S. Gillen, Director of Administration
Lisa Wong, Deputy Director, Deer Island Wastewater Treatment Plant
Chad Whiting, Director, Deer Island Wastewater Treatment Plant
Preparer/Title

Kathleen Murtagh
Kathleen M. Murtagh, P.E.
Chief Operating Officer

RECOMMENDATION:

To approve the appointment of Ms. Caitlin Hunt to the position of Manager, Process Control (non-union grade, 14), Deer Island Treatment Plant, at a salary of \$169,070, commencing on a date to be determined by the Executive Director.

DISCUSSION:

The recent promotion of Lisa Wong to Deputy Director, Deer Island Wastewater Treatment Plant resulted in a vacancy in the position of Manager, Process Control. At the January 14, 2026 meeting, the Board was informed that staff planned to backfill the position.

The Manager, Process Control reports to the Deputy Director, Deer Island Wastewater Treatment Plant. This position is responsible for permit compliance of the Plant as well as the operation and maintenance of the Process Instrumentation & Control System (PICS). This position leads all process monitoring and optimization efforts, including all permits requiring operational reporting. The Process Control Department is comprised of three main groups, process monitoring, process optimization, and PICS with a current staff of 18.

Selection Process

The position was posted internally and externally. A total of six candidates applied; two internal candidates were determined to be qualified for referral for an interview. None of the external applicants were determined to be qualified for referral for an interview. The Director and Deputy Director of the Deer Island Wastewater Treatment Plant and the Manager of Talent Acquisition interviewed the candidates. Ms. Caitlin Hunt was determined to be the most qualified candidate to fill this position based on her experience, abilities, knowledge, and education.

Ms. Hunt has nearly ten years of experience at MWRA, holding various positions with progressively increasing levels of responsibility. This includes nearly nine years in the process

optimization group in the Process Control Department at Deer Island. Prior to joining MWRA, Ms. Hunt held positions in the wastewater engineering field with Cambrian Innovation where she worked on the design and startup of distributed wastewater treatment and resource recovery systems. She also worked at the New York City Department of Environmental Protection in the Bureau of Engineering Design & Construction. In her current role as the Program Manager, Process Engineering, Ms. Hunt directs and manages the engineering staff in the process optimization group. Her duties include supporting plant-wide process control, monitoring, and optimization initiatives, and managing several multi-million-dollar critical service and chemical contracts. She also oversees several important programs, including the Deer Island stormwater monitoring program to ensure compliance with Multi-Sector General Permit and the technical tour program for Deer Island. Ms. Hunt is the custodian of the comprehensive Deer Island Integrated Contingency Plan that governs readiness and compliance for emergency response scenarios. Ms. Hunt's knowledge of wastewater treatment processes is exceptional, and she provided accurate and detailed answers to technical wastewater treatment questions during her interview.

Ms. Hunt holds a Bachelor of Engineering in Chemical Engineering degree from McGill University, Montreal, Quebec, Canada. She has a Massachusetts Grade 7 Wastewater Operator's License. She has demonstrated excellent knowledge of wastewater treatment and process control principles in her current position of Program Manager, Process Engineering in the Process Control Department. Ms. Hunt's performance in her positions at MWRA makes her the strongest candidate for the position of Manager, Process Control, Deer Island Wastewater Treatment Plant.

BUDGET/FISCAL IMPACTS:

There are sufficient funds in the FY26 current expense budget for this position.

ATTACHMENTS:

Resume of Ms. Hunt
Position Description
Organizational Chart

Caitlin R. Hunt

SUMMARY: Wastewater process control professional with over a decade of experience in process engineering, optimization, and troubleshooting complex operational issues. Demonstrated success in capital project support, process start-up, and advanced data analysis. Experience with procuring and managing multiple contracts, and supervising multidisciplinary teams.

RELEVANT EXPERIENCE:

Program Manager, Process Engineering: June 2022 – Present

MWRA, Deer Island Process Control: Winthrop, MA

- Directs and manages the process optimization group, overseeing a multidisciplinary team of project managers and engineers, supporting plant-wide process control, monitoring, and optimization initiatives.
- Provides leadership and technical guidance to Process Control staff to ensure high performance, regulatory compliance, and alignment with operational goals.
- Evaluates assigned staff performance, supports professional development, and ensures staff alignment with MWRA goals and policies.
- Manages multiple critical service and chemical contracts, including the Authority-wide Grit and Screenings Hauling and Disposal Contract, \$5.3 million contract, and the Deer Island Liquid Polymer chemical contract, \$1.1 million contract.
- Oversees staff responsible for additional treatment and maintenance contracts, including the Deer Island Activated Carbon contract and Cryogenic Oxygen Facility maintenance contract.
- Oversees Deer Island stormwater monitoring program. Coordinates with ENQUAL staff to ensure compliance with Multi-Sector General Permit (MSGP).
- Acts as Deer Island Integrated Contingency Plan (ICP) custodian, ensuring readiness and compliance for emergency response scenarios.
- Evaluates plant data and makes recommendations to improve plant operation, reduce chemical usage, or lower energy consumption, while continuing to meet the Deer Island and Clinton WWTP NPDES permits. Recent recommendation to change the ferric pump size is expected to reduce ferric usage in the Clinton Phosphorus Reduction Facility (PRF) by over 20%.
- Provides process engineering support to and coordinates with Operations, Engineering, and PICS staff. Supports capital project planning and design by providing Process Control input.
- Leads technical plant tours. Trains new staff to lead technical tours.
- Provides input on the Process Control and Grit and Screenings Contract current expense budgets as needed.
- Assisted with the close-out of the Deer Island Grit and Screening Landfill Monitoring Plan and the implementation of the Long-Term Care and Custodial Control Plan.

Project Manager, Process Control: June 2017 – June 2022

MWRA, Deer Island Process Control: Winthrop, MA

- Oversaw contractor operations during the Clinton WWTP Phosphorus Reduction Facility (PRF) start-up, a \$7.3 million project. Made recommendations and oversaw implementation of process improvements after MWRA took ownership of the system.
- Developed and implemented process monitoring and maintenance plans for the Clinton WWTP PRF and provide ongoing support to operations staff.
- Managed Deer Island liquid polymer chemical contract, \$600,000 per year contract.

- Updated Clinton and Deer Island WWTP Operations and Maintenance manuals. Updated other documentation as required, including P&IDs and SOPs.
- Coauthored yearly *Technical Survey of Nitrogen Removal Alternatives for the Deer Island Treatment Plant* report.
- Evaluated new technology for applicability at Deer Island. Provided technical peer review for Water Research Foundation Project *Demonstrating the CalPrex System for High-Efficiency Phosphorus Recovery*.
- Provided process engineering support as needed for Operations and Engineering staff.

Senior Engineer: August 2016 – June 2017

MWRA, Operations Engineering: Chelsea, MA

- Prepared operation plans for water pipeline isolations, activations and flushing activities.
- Acted as point person during execution of operations plans, including monitoring for potential service impacts.
- Analyzed hydraulic issues in the water distribution system.
- Updated the pipeline schedule in MS Project and provided engineering support for in-house construction projects, including reviewing designs and obtaining required permits.
- Acted as community liaison during MWRA operations.

Wastewater Process Engineer: April 2015 – August 2016

Cambrian Innovation: Boston, MA

- Technical lead for the start-up of a 120,000 GPD aerobic Membrane Bioreactor (MBR) and water reuse system for the treatment of low-strength wastewater at Lagunitas Brewery in California. System reduced potable water usage by 40%.
- Managed two process engineers and a controls engineer during the startup of the water reuse system.
- Technical lead for the design of a modular biological wastewater treatment system for the beer and wine industry that can treat up to 20,000 GPD.
- Completed cost/benefit analyses for equipment selection.
- Wrote project controls narratives for wastewater aeration and sludge wasting systems.
- Provided technical assistance to optimize wastewater treatment system performance.
- Created and reviewed process flow diagrams, P&IDs, and site and equipment layouts.
- Completed design calculations, including heat and mass balances and hydraulic calculations.

Project Design Engineer: July 2012 – April 2015

NYC DEP: Bureau of Engineering Design & Construction: Queens, NY

- Performed process mechanical engineering design work on large water and wastewater projects. These projects included:
 - Biological Nutrient Removal (BNR) upgrade at Coney Island Wastewater Treatment Plant, a 110 MGD facility, \$57 million project.
 - Design of the new Rondout West Branch Bypass Tunnel, a large water transmission tunnel for NYC, \$700 million project.
- Prepared and reviewed technical memorandums to outline process design criteria.
- Created process flow diagrams, P&IDs, and equipment layout and section drawings in AutoCAD.
- Completed cost/benefit analyses for equipment selection. Wrote and reviewed equipment and procedural specifications.
- Presented results and progress reports to coworkers, senior staff, and at professional society conferences.
- Used BioWin to create a wastewater treatment plant process model.

- Used InfoWorks CS to create a hydraulic model of a wastewater treatment plant.
- Worked as a Field Engineer during the start-up of NYC City Water Tunnel 3. Monitored, logged, and reported equipment status and contractor operations on-site during tunnel commissioning.

Engineering Intern: May 2011 – August 2011
TerraTherm Inc., Fitchburg, MA

EDUCATION:

Bachelor of Engineering in Chemical Engineering: December 2011
McGill University, Montreal, QC Canada

SKILLS: Proficient in use of: AutoCAD, Microsoft Office Suite, Adobe Professional, PI ProcessBook, PARCview, and BioWin

CERTIFICATIONS:

- Engineer-in-Training (E.I.T.) Certificate No. 090610
- Wastewater Treatment Plant Operator Grade 7-C License No. 18457
- Wastewater Collections Operator Grade 4 Certificate No. C-6848
- Completed CORE Emerging Leader Training Program: April 2025
- Completed MWRA Supervisory Development Training; December 2019
- Completed OSHA 10-Hour Construction Safety Training: April 2013

PRESENTATIONS: Presented at the following conferences:

- NEWEA 2019 Annual Conference; January 2019
- NYWEA 2015 Annual Conference; February 2015
- NEWEA 2015 Annual Conference; January 2015
- NYWEA Young Professional Spring Technical Session; May 2014

**MWRA
POSITION DESCRIPTION**

POSITION: Manager, Process Control
PCR#: 2938514
DIVISION: Operations
DEPARTMENT: Process Control, Deer Island

BASIC PURPOSE:

Manages and directs the Process Control Department, to include the process engineering, process monitoring/data management, Process Instrumentation and Control System (PICS) support functions and all air, stormwater, and National Pollutant Discharge Elimination System (NPDES) reporting and compliance. Responsible for providing process support, optimization, and commissioning services to staff within the wastewater treatment section of the Operations Division.

SUPERVISION RECEIVED:

This position reports to the Deputy Director, Deer Island Wastewater Treatment Plant.

SUPERVISION EXERCISED:

Exercises close supervision of Senior Program Manager(s), Program Manager(s), and Project Manager(s) within the Process Control Department. Has overall responsibility for all Process Control Staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Directs the development, management, and implementation of plant-wide and individual area performance and energy optimization programs. Coordinates these activities with other MWRA management staff.
- Manages the evaluation, design, and implementation of control strategy and/or process operating strategy modifications. Directs the detailed design of new processes in response to plant operational needs and/or regulatory changes.
- Directs the development and management of the Process Control current expense budget (CEB). Provides technical assistance/input into the development and tracking of the Operations Division CEB on process consumables (e.g.: chemicals, electricity, etc.).
- Develops the facility and process-related Capital Improvement Program (CIP) project list working with Deer Island senior management.
- Guides Operations staff in the identification and resolution of plant operating deficiencies. Develops plant corrective action plans and their communication to internal and external parties as necessary.
- Serves as the primary technical support for all plant operational issues, including process emergencies. Provides technical support for other departments and for special projects as defined by Senior Management.

- Directs Deer Island turnover and system start-up activities in coordination with the Deputy Director, Deer Island Wastewater Treatment Plant and the Operations Senior Shift Manager. Identifies, develops and manages the implementation of necessary corrective actions to improve performance of new plant or unit processes.
- Participates in capital project design, construction, and start-up to ensure adherence to standards and effective integration of modified or new PICS controlled processes or facilities into the overall PICS system.
- Serves as the primary Deer Island technical contact to consultants and outside contractors in the review and approval of process/operations-related deliverables.
- Acts as the lead internal Deer Island technical liaison on Authority-wide issues such as energy management and operating cost containment.
- Provides input and guidance on existing and new area-specific reliability centered maintenance (RCM) plans.
- Oversees the procurement of all bulk chemical contracts for Deer Island, the supply, installation and removal of regenerated activated carbon contracts, and other service contracts as instructed by the Deputy Director of Deer Island Wastewater Treatment Plant, including the Oxygen Generation Facility Maintenance Service, Grit & Screenings Hauling and Disposal, Struvite, Sludge, Scum and Grit Removal Services, all PICS support services, and other related contracts.
- Coordinates technical tours with Deer Island's Public Access Coordinator.
- Oversees the activities of the DI Hotline phone and email, ensuring timely response to issues, requests, and questions received from the general public.
- Oversees the routine reporting of treatment plant operational and laboratory data for compliance and process monitoring purposes, treatment plant and Thermal Power Plant emissions compliance reporting, and ensures compliance with the Long Term Care and Custodial Control plan for the Deer Island grit and screening landfill.
- Oversees the Operations Management System (OMS) and related databases, and the electronic reporting systems/software applications, including automated reporting and operations alarming software applications.
- Works with department heads and staff to ensure effective communication and workflow practices between Operations and Maintenance. Identifies issues/problems and creates action plans for resolution.
- Ensures that the training needs for the Process Engineering, PICS, and Process Monitoring groups are identified and met.
- Manages the department in a manner that is consistent with MWRA's goals of diversity, equity, and inclusion.

SECONDARY DUTIES:

- Provides training as needed to assigned staff. Acts as process trainer to Operations and other plant staff on process control, experimental design/analysis and other wastewater engineering principles and applications.
- Provides routine assistance to support MWRA's and Deer Island's objectives and mission.

- Assists in maintaining harmonious labor relations with staff. Responsible for the application of collective bargaining agreement provisions and established personnel policies. May participate in grievance responses and/or hearings as warranted.
- Evaluates assigned employee performance according to MWRA procedures.
- Performs other related duties as required.

MINIMUM QUALIFICATIONS:

Education and Experience:

- (A) A Bachelor's degree in environmental, civil or chemical engineering is required. Master's degree preferred; and
- (B) At least eight (8) years of experience in the areas of wastewater process control and design with an emphasis on biological treatment unit operations and the full-scale evaluation and troubleshooting of processes typical within the wastewater treatment field; including at least four (4) years of managerial or supervisory experience in a technical environment that includes managing various multi-disciplined technical teams and a variety of contracts; or
- (C) Any equivalent combination of education and experience.

Necessary Knowledge, Skills and Abilities:

- (A) Proven expertise in the selection, specification, and commissioning of large-scale process equipment including a solid understanding of equipment operating characteristics and their relationship to process performance variables.
- (B) Proven expertise in the areas of experimental design, data analysis, and statistical process control.
- (C) Knowledge of wastewater unit operation design and operation, process control theory, practices and principles.
- (D) Knowledge of equipment energy demand principles, energy production systems and their impacts on plant performance and budgets.
- (E) Working knowledge of wastewater treatment regulatory and permitting procedures to include both routine and non-routine reporting requirements.
- (F) Outstanding computer skills to include proficiency with MS Office software package and statistical data analysis packages.
- (G) Demonstrated organizational, written and verbal communication skills.

SPECIAL REQUIREMENTS:

Grade 6 Massachusetts Wastewater Treatment Plant Operators license or higher.

A valid Massachusetts Class D Motor Vehicle Operators License or driver's license from another state.

Ability to respond to emergency situations 24 hours per day, seven days per week. Provides on-call emergency technical support to Plant Operations staff.

TOOLS AND EQUIPMENT USED:

Office machines as normally associated with the use of multiple-line telephone, personal computer, including word processing and other software, and multi-functional printer (printer, copy, scanner, and fax).

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 and talk or hear, to use hands to feel, handle or operate objects, including office equipment or controls and reach with hands and arms. The employee is frequently required to stand and walk; an occasionally climb or balance; stoop, kneel, crouch, etc.

The employee must frequently lift and/or move up to 10 pounds, occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, peripheral vision, distance vision, depth perception, etc.

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 occasionally is exposed to wet and/or humid conditions and vibration. 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.

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

February 2026

Operations - Wastewater Treatment
Deer Island - Process Control

Manager, Process Control
Vacant
2938514
NU/14
18 Positions

