



# MASSACHUSETTS WATER RESOURCES AUTHORITY

Deer Island  
33 Tafts Avenue  
Boston, MA 02128

**Frederick A. Laskey**  
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**

### **HEARINGS ON THE DRAFT FINAL FY2026 CAPITAL IMPROVEMENT PROGRAM AND CURRENT EXPENSE BUDGET**

Telephone: (617) 242-6000

Fax: (617) 788-4899

TTY: (617) 788-4971

Date: Wednesday, May 21, 2025

Time: 1:00pm

Location: MWRA Administration Facility, Conference Rooms 2C and 2D  
2 Griffin Way, Chelsea, MA 02150

**A photo ID will be required for entry.**

The meeting will also be available via Webex. The Webex link, event number and password to attend virtually are below:

Webex meeting link (registration required)

<https://mwra.webex.com/weblink/register/rbe04e6f77ff388b4bca65c45009ba053>

Event number: 2340 544 7443 Password: 52125

## **AGENDA**

- Advisory Board Integrated Comments and Recommendations on the MWRA's Proposed FY2026 CIP and CEB (presentation)
- MWRA's FY2026 Draft Final Budget Development Update (presentation)



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## **BOARD OF DIRECTORS' MEETING**

Telephone: (617) 242-6000

Fax: (617) 788-4899

TTY: (617) 788-4971

**Date:** Wednesday, May 21, 2025

**Time:** Immediately following the Committee of the Whole

**Location:** MWRA Administration Facility, Conference Rooms 2C and 2D  
2 Griffin Way, Chelsea, MA 02150

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Meeting number: 2340 544 7443

Password: 52125

## **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 – May 2025
2. FY2025 Third Quarter Orange Notebook
3. Change Order and Amendment Report #4, Design and Construction Accomplishments
4. FY25 Financial Update and Summary as of April 2025

#### **B. Approvals**

1. Bond Defeasance of Future Debt Service
2. FY2026 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 1
2. Purchase Order Contract for Data Reporting Analyst Consultant: Mindlance, Inc., Bid WRA-5281Q, State Contract ITS77 Category 1A and 1B, Amendment 2

**V. WASTEWATER POLICY AND OVERSIGHT**

**A. Information**

1. Charlestown Pump Station Seawall Repair, Design and Bidding Services: Hazen and Sawyer, P.C., Technical Assistance Contract 7990, Task Order 14

**B. Contract Awards**

1. Grit and Screenings Hauling and Disposal: W.L. French Excavating Corporation, Contract S629

**VI. WATER POLICY AND OVERSIGHT**

**A. Approvals**

1. Metropolitan Water Tunnel Program: Payment to Eversource Electric Company, Electric Service to Tunnel Boring Machine Launch Shaft Sites

**B. Contract Amendments/Change Orders**

1. Intermediate High Pipeline Improvements CP2 Rehabilitation of Sections 24 and 25 Water Mains: Albanese D&S, Inc., Contract 6956, Change Order 11

**VII. PERSONNEL AND COMPENSATION**

**A. Information**

1. Organizational Changes in the Operations Division

**B. Approvals**

1. Appointment of Kathleen M. Murtagh, Chief Operating Officer
2. Appointment of Timothy J. Jonah, Deputy Director, Maintenance, Deer Island Treatment Plant
3. Appointment of Shari Ariail, Manager, Workplace Investigations
4. PCR Amendments – May 2025
5. Recommendation for Non-Union Pay Equity Adjustments

**VIII. CORRESPONDENCE TO THE BOARD**

- April 25, 2025 correspondence from Senator Jo Comerford and Representative Aaron Saunders regarding Equity for the Quabbin Region

**IX. OTHER BUSINESS**

**X. ADJOURNMENT**

## MASSACHUSETTS WATER RESOURCES AUTHORITY

Meeting of the Board of Directors

April 16, 2025

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A meeting of the Massachusetts Water Resources Authority (“MWRA”) Board of Directors was held on March 19, 2025 at MWRA Headquarters at Deer Island, Boston, and via remote participation.

Chair Tepper presided at the MWRA Headquarters. Board Members Flanagan, Foti, Pappastergion, Taverna, Patrick Walsh, and Jack Walsh also participated at the Administration Facility. Board Members Peña, Swett and Wolowicz participated remotely. Board Member Vitale was absent.

MWRA Executive Director Frederick Laskey; General Counsel Carolyn Francisco Murphy; Chief Operating Officer David Coppes; Deputy Chief Operating Officer Rebecca Weidman; Director of Finance Thomas Durkin; Director of Administration Michele Gillen; Chief Diversity and Equity Officer (AACU) Rita Mercado; Director of Environmental and Regulatory Affairs Colleen Rizzi; Senior Program Manager Kristen Hall; Deputy Finance Director/Treasurer Matthew Horan; Program Manager David Granados; Assistant Director of Engineering Lisa Hamilton; Senior Program Manager Paul Rullo; AACU Associate Special Assistant Tomeka Cribb; Director of Human Resources Wendy Chu; Director of Planning and Sustainability Stephen Estes-Smargiassi; Senior Planner Malcom Ragan; Energy Manager Kristen Patneaude; Budget Director Michael Cole; MIS Director Paula Weadick; Chief of Staff Katherine Ronan; Associate General Counsels Angela Atchue, Kimberley McMahon, and Kristen Schuler Scammon, and, Assistant Secretary Kristin MacDougall attended at the MWRA Administration Facility.

Vandana Rao, EEA, and Richard Raiche and Matt Romero, MWRA Advisory Board, also attended at the Administration Facility.

Chair Tepper called the meeting to order at 1:00pm.

### ROLL CALL

MWRA General Counsel Francisco Murphy took roll call of Board members in attendance and announced that Board Members Peña, Swett and Wolowicz were participating remotely. 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 would be recorded, and that the agenda and meeting materials were available on MWRA’s website.

### APPROVAL OF MARCH 19, 2025 MINUTES

**A motion was duly made and seconded to approve the minutes of the Board of Directors’ meeting of March 19, 2025.**

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*Documents used for this meeting and cited in these minutes, including meeting materials/staff summaries, presentations, and approved minutes, are posted on MWRA’s website: <https://www.mwra.com/about-mwra/governance-management/board-directors/archive-agendas-and-minutes>*

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		
Taverna		
J. Walsh		
P. Walsh		
Wolowicz*		

\*Inaudible, technical difficulty  
(ref. I)

#### REPORT OF THE EXECUTIVE DIRECTOR

Executive Fred Laskey reported that MWRA submitted its Risk and Resilience Assessment by the EPA's April deadline as required by the American Water Infrastructure Act. He thanked staff for their work on the assessment, and described its importance to system security. There was brief discussion about the assessment submittal and recordkeeping processes.

Mr. Laskey then discussed MWRA activities to support the Boston Marathon, including with manhole inspection; staffed trucks to block intersections; and, the portable water fountain. There was brief discussion about MWRA's participation in the upcoming America 250 celebration in Lexington.

Next, Mr. Laskey noted that Board Member Swett would give a talk for MWRA staff in recognition of Earth Day, and that staff were volunteering at the Green Roots clean up in Chelsea.

Finally, Mr. Laskey announced some upcoming retirements, including Chief Operating Officer David Coppes, Deer Island Deputy Director for Maintenance Ted Regan and Employment Manager Susan Carter. He noted their accomplishments, and thanked them for their contributions to the Authority.

Board Member Taverna congratulated MWRA staff for their excellent presentations at New England Waterworks Spring Conference. (ref. III)

#### EXECUTIVE SESSION

Chair Tepper requested that the Board move into Executive Session to discuss litigation and

collective bargaining, since discussing such in Open Session could have a detrimental effect on the litigating and bargaining positions of the Authority. She announced that the planned topics for Executive Session were a discussion of strategy with respect to litigation; the approval and ratification of a Collective Bargaining Agreement for Unit 2; and Memoranda of Agreement with Unit 2 (regarding position upgrades) and Unit 3 (regarding Operator career ladders.) She advised that the Board would return to Open Session after the conclusion of Executive Session.

**A motion was duly made and seconded to enter Executive Session for these purposes, and to resume Open Session after Executive Session adjournment.**

General Counsel Francisco Murphy reminded Board members that under the Open Meeting Law members who were participating remotely in Executive Session must state that no other person is present or able to hear the discussion at their remote location. A response of “yes” to the Roll Call to enter Executive Session when their name was called would also be deemed their statement that no other person was present or able to hear the Executive Session discussion.

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

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

Voted: to enter Executive Session, and to resume Open Session after Executive Session adjournment.

\*Inaudible, technical difficulty

\*\*\* EXECUTIVE SESSION \*\*\*

The meeting entered Executive Session at 1:07pm and adjourned at 1:57pm.

\*\*\* CONTINUATION OF OPEN SESSION \*\*\*

Chair Tepper announced that during Executive Session the Board voted to approve and ratify a collective bargaining agreement for the period April 1, 2024 to March 31, 2027 for AFSCME Local 1242 Unit 2, which includes: (i) ATB increases of 3% effective in September, 2024, 2% effective in March 2025, 2% effective in September 2025, 2% effective in March 2026 and 2% effective in September 2026; and (ii) increases to shift differential, standby pay and meal stipends. She also announced that the Board voted to approve a Memorandum of Agreement with AFSCME Local 1242 Unit 2 regarding position upgrades and authorized the Executive Director, or his designee, to implement the terms of the Agreement. Finally, she announced that the Board voted to approve a Memorandum of Agreement with NAGE Local R1-168 Unit 3 regarding an Operator career ladder and authorized the Executive Director, or his designee, to implement the terms of the Agreement.

WATER POLICY AND OVERSIGHT

Mr. Laskey introduced MWRA Advisory Board Chair Richard Raiche to Board members.

Information

Quabbin Reservoir Communities System Expansion Evaluation Update

Colleen Rizzi, MWRA Director of Environmental and Regulatory Affairs, presented an update on the ongoing Quabbin Reservoir Communities System Expansion Evaluation (“Quabbin study”). She described the purpose of the study, which the Board authorized in 2023.

Ms. Rizzi discussed the study communities; the statuses of their existing water systems; and, the evaluation’s objectives. She explained that the Quabbin study requires additional analysis to identify potential water sources because area communities have limited access to existing MWRA infrastructure. She also discussed the study’s methods; components; and, service area determinations for towns with and without existing public water systems.

Ms. Rizzi reviewed a range of Quabbin-area expansion options that were considered before narrowing the study’s scope to five conceptual project alternatives. She noted that groundwater supply, surface water, and existing MWRA water system capacity were considered. She advised that the Brutsch Water Treatment Facility and Chicopee Valley Aqueduct do not have excess capacity available, and that use of the Quabbin Aqueduct is not feasible.

Chair Tepper asked why the Quabbin Aqueduct was not feasible. Ms. Rizzi explained that the aqueduct is not a practical or safe alternative due to its age and depth (300-700 feet below ground).

Ms. Rizzi then summarized five conceptual projects that were ultimately evaluated: the

Southwest Intake (Belchertown, Ludlow and Pelham); the West Intake (Shutesbury, New Salem, Wendell and Orange); two Northwest regional groundwater supply projects (New Salem, Wendell and Shutesbury, and Petersham and Phillipston); and, Southeast Intake (Hardwick and Barre). The summaries included reviews of location; required infrastructure; potential supply capacity; population served and opinion of probable cost in 2029 dollars.

Chair Pepper asked how staff determined the opinion of probable cost estimates. Ms. Rizzi explained that estimates included factors such as transmission main length; appurtenances; required water treatment methods and construction components; and, a 25% contingency.

Ms. Rizzi then discussed groundwater supply alternatives, and highlighted potential medium/high yield regional aquifer areas that could be suitable for siting wells and water storage tanks, noting that additional analysis would be required.

Ms. Rizzi described Quabbin study's next steps, including a published report and the public presentation of findings. She discussed a November 2024 meeting with study area town representatives, and comments subsequently received as correspondence to the Board. She noted the comment letters' common themes related to the Quabbin study's scope, and explained that the scope is consistent with those of MWRA's recent water system expansion studies for other communities.

Discussion followed including on MWRA's outreach to the Quabbin study communities; community concerns; requests for meetings with study area town offices with low response rates; engineering analysis; cost of alternatives versus watershed stewardship; timing and distribution of the evaluation report to Quabbin study area communities; plans for a hybrid meeting with community members to share feedback/concerns; septic systems servicing most study communities; potential wells and infrastructure constraints; capacity limits of the Brutsch Water Treatment Facility and Chicopee Valley Aqueduct; technological and cost challenges regarding distance from existing MWRA water infrastructure; probable cost for the five conceptual project alternatives (\$680 million); whether study communities could choose to opt out of MWRA system expansion; and potentially polling communities to gauge interest in joining the system.

Chair Pepper asked if the evaluation report would be distributed to the Quabbin study area communities before the next public meeting, and requested more information about upcoming meetings. Ms. Rizzi explained that staff intend to publish the report prior to the meeting, which is planned to be held in person at a location central to the study communities. Chair Pepper suggested that the meeting be conducted in a hybrid format. Ms. Rizzi agreed to hold a hybrid meeting if technologically feasible. Chair Pepper offered EEA's and DCR's technical assistance for a hybrid meeting. There was brief discussion about community feedback on the report's

engineering analysis. Chair Tepper recommended that community members have the opportunity to share feedback and discuss their concerns with the MWRA Board after the public meeting. Ms. Rizzi agreed.

Mr. Flanagan asked if the Quabbin Study communities are mostly served by individual septic systems. Ms. Rizzi responded in the affirmative.

Mr. Pappastergion requested more information about the study's inclusion of potential wells. Ms. Rizzi explained that groundwater sources are being considered because of infrastructure constraints, such as the capacity limits of the Brutsch Water Treatment Facility and Chicopee Valley Aqueduct.

There was discussion about technological and cost challenges posed by the Quabbin-area communities' distance from existing MWRA water infrastructure, and the total opinion of probable cost for the five conceptual project alternatives (\$680 million). Finally, there was general discussion about whether some Quabbin study communities could hypothetically choose to opt out of MWRA system expansion, and the potential to poll communities to gauge their interest in joining the system.

Hearing no further discussion or questions from the Board, Committee Chair Taverna moved to the next Information item.

(The Board continued to discuss these matters after Personnel and Compensation Committee) (ref. V A.1)

#### Local Water System Assistance Program Annual Update

Kristen Hall, MWRA Senior Program Manager, presented an annual update on the Local Water System Assistance Program ("LWSAP"). She reviewed the four phases of the LWSAP to date, which total \$1.025 billion in approved funding since FY01. She also discussed the timing of the phases, including their completed and ongoing distributions. Ms. Hall then presented examples of projects funded by the LWSAP including water main replacements and tank rehabilitations. She updated the Board on the status of unlined water main replacements within the regional water system, and reported that the LWSAP program has funded the replacement and relining of 632 miles of water main to date, with approximately 1,900 miles remaining.

Chair Tepper asked how the LWSAP is funded. MWRA Deputy Finance Director/Treasurer Matthew Horan explained that the program is funded through MWRA bonds issuances.

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

### Lead Service Line Replacement Program Update

David Granados, MWRA Program Manager, updated Board members on MWRA's Lead Service Line Replacement Program, ("LRP"), which is comprised of a Loan Program and a Grant Program.

Mr. Granados described terms of the LRP Loan Program (10-year, no interest loans for community lead service line removal); reported that LRP loans provided over \$43 million in funding for 46 lead removal projects in 17 communities as of December 2024, supported replacement of 7,900 lead service lines and 1,400 lead goosenecks, discussed the LRP Grant Program (25% grants for communities that commit to funding the replacement of the portions of lead service lines on private property at no cost to the homeowner, and reported that Malden and Medford are implementing local programs for private-side replacements under the Program.

He updated the Board on the status of the lead service line inventory for MWRA water communities; discussed the inventory's approved initial findings: 84.47% of all service lines were made of non-lead materials; 2.68% were lead; 0.54% were galvanized steel needing replacement; and 14.30% were made of unknown material ("unknown lines"); and advised staff that don't expect the unknown lines to be lead; however, they remain an area of focus; described staff's significant outreach to communities; reviewed LRP grant and loan distributions for the third quarter of FY25; reported several communities expected to request LRP funding in the fourth quarter of FY25.

Chair Tepper asked when staff expect LRP funds to be fully allocated. Mr. Granados explained that the goal is 2032, pending the outcome of identifying the composition the unknown lines. He noted that staff expect more clarity the composition of unknown lines in 2027, when communities will be required to submit an updated inventory.

There was brief discussion about how potential changes to the federal Lead and Copper Rule could impact the LRP.

Mr. Jack Walsh asked if the LRP covers the replacement of galvanized steel piping located within home structures ("premise plumbing"). Mr. Granados explained that the LRP only provides funding for external service lines, and that indoor premise plumbing is the responsibility of property owners.

Hearing no further discussion or questions from the Board, Mr. Taverna moved to Contract Awards. (ref. V A.3)

Contract AwardsSaugus River Crossing Section 56 Pipeline Replacement: BOND Civil & Utility Construction, Inc., Contract 7486

**A motion was duly made and seconded to approve the award of Contract 7486, Saugus River Crossing Section 56 Pipeline Replacement, to the lowest responsible and eligible bidder, BOND Civil & Utility Construction, Inc., and to authorize the Executive Director, on behalf of the Authority, to execute said contract in the bid amount of \$9,484,846.99 with a contract term of 365 calendar days from the Notice to Proceed.**

Lisa Hamilton, MWRA Assistant Director of Engineering, noted that the pipe design for the proposed Saugus River Crossing Section 56 Pipeline Replacement Contract 7486 was challenging and not typical, and required environmental, navigational and roadway permits. She reported that staff worked with project abutters to minimize impacts and established temporary and permanent easements to build the pipeline and for infrastructure support.

Ms. Hamilton presented the project's location and described its scope; presented photos of planned work sites in Revere and Lynn; noted pipe alignment crosses a yacht club and a seawall; advised the project would take place concurrently with some city and development contracts.

Next, she presented the bid results, and noted that they indicate a competitive bidding environment. Finally, Ms. Hamilton recommended award to the lowest bidder, BOND Civil & Utility Construction, Inc. ("BOND"), whose bid came in below the Engineer's Estimate.

In response to a question from Mr. Taverna, Ms. Hamilton explained that this project was designed by AECOM Technical Services, Inc. Mr. Jack Walsh asked if BOND owns directional drilling equipment. Ms. Hamilton responded in the affirmative. There was brief, general discussion about the benefits of owning drilling equipment.

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		

<u>Yes</u>	<u>No</u>	<u>Abstain</u>
J. Walsh		
P. Walsh		
Wolowicz		

(ref. V B.1)

Contract Amendments/Change Orders

Northern Extra High Pressure Zone Improvements: Black & Veatch Corporation, Contract 7404, Amendment 1

**A motion was duly made and seconded to authorize the Executive Director, on behalf of the Authority, to approve Amendment 1 to Contract 7404, Northern Extra High Pressure Zone Improvements, with Black & Veatch Corporation, increasing the contract amount by \$879,418.13, from \$6,710,053.83 to \$7,589,471.96, with no increase in contract term.**

Paul Rullo, MWRA Senior Program Manager, described the scope of proposed Amendment 1 to Contract 7404 with Black & Veatch Corporation, which includes resident engineering; inspection; and, construction contract support services.

Mr. Rullo noted that Contract 7404 was awarded with the intention of conducting separate competitive procurements for the resident engineering and resident inspection services (“RE/RI”) for each of the project’s construction packages (6522/CP1, awarded to Albanese D&S Inc.; 7725/CP2, awarded to RJV Construction Corp.; and 7910/CP3, in design).

He explained MWRA issued an RFQ/P to solicit proposals for RE/RI services to support construction Contract 7725/CP2; no proposals received; staff conducted outreach and interviews with potential consultants; and Black & Veatch was the only firm that expressed interest; staff determined Black & Veatch’s proposed RE/RI team meets MWRA’s qualification requirements; cost is consistent with MWRA’s other RE/RI professional services contracts; and requested Board approval for the proposed Amendment.

There was brief discussion about the procurement process and the scope of the proposed Amendment. There was also general discussion about the benefits of RE/RI services performed by a project’s design firm, which Mr. Taverna noted is a common practice for municipal contracts.

Chair Tepper asked if there was any further 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		

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

\*Inaudible, technical difficulty  
(ref. V B.2)

(Mr. Taverna temporarily left the meeting after the Roll Call vote.)

#### PERSONNEL AND COMPENSATION

##### Approvals

##### Approval of the 2025 Affirmative Action Plan

**A motion was duly made and seconded that the Board of Directors approve the Massachusetts Water Resources Authority's Affirmative Action Program effective for a one-year period from January 1, 2025 through December 31, 2025.**

Rita Mercado, MWRA Chief Diversity and Equity Officer, requested Board approval of MWRA's 2025 Affirmative Action plan ("AA Plan"). She outlined the contents of the report and advised that MWRA had exceeded its placement goals for females and minorities in its workforce during the 2024 Affirmative Action plan year.

Ms. Mercado advised that for 2025 MWRA would continue its Workforce Development Program (providing equal opportunities to qualified individuals, including targeted benchmarks for underutilization in specific job groups to assure equal access to opportunities); and explained that benchmarks are based on statistical analysis into the availability of qualified individuals in each job group; and take into account factors such as prior workforce demographics, internal/external availability of qualified individuals.

Next, Tomeka Cribb, MWRA Associate Special Assistant, Affirmative Action and Compliance Unit ("AACU"), presented highlights of MWRA's action-oriented program related to workforce development, including support of MWRA's Human Resources Department ("HR") with career path development and job description review.

Ms. Cribb reported that staff attended 43 career fairs in the past year; engaged with 348 students, including 128 engineering students and 48 environmental science students since fall,

2024; interacted with students in various fields of study, including the trades; continued to enhance targeted recruitment referrals and outreach to local communities and vocational schools; and, worked with HR on online recruitment for hard-to-fill position and targeted job groups. She highlighted staff's recruitment efforts through MWRA's Deer Island Tour Program and Annual STEM Fair, and the broadening of co-op programs for trade schools.

Next, Ms. Mercado discussed MWRA's Minority and Women Owned Business ("M/WBE") Program; data related to spending for M/WBE construction and professional services contracts; outreach efforts to enhance the program and ensure equal access to contract opportunities by attending industry and networking events hosted by the Commonwealth and other public entities; and, the review of contract provisions related to construction workforce goals, and potentially explore adding new provisions for professional service contracts.

Ms. Mercado reported that staff plan to launch an availability study to provide statistical data of firms qualified and available to perform MWRA contract work, which is designed to help AACU to establish project-specific goals for contracts in support of the M/WBE Program. She added that MWRA will continue to support local businesses by making contract opportunities accessible to qualified vendors. Finally, Ms. Mercado advised that MWRA remains committed to being an equal opportunity employer, and will continue efforts to attract, develop and retain a skilled and engaged workforce.

(Mr. Taverna returned to the meeting during the report.)

Chair Tepper remarked on staff's engagement efforts, especially for young people, and requested more information about current statistics with respect to M/WBE procurements. Ms. Mercado explained that MWRA is meeting its M/WBE goals, and that the purpose of the upcoming Availability Study is to determine appropriate goals in light of a changed procurement market due to Covid and other socioeconomic factors. Chair Tepper expressed support for this approach, and Mr. Pappastergion commended staff on the report.

Mr. Swett echoed Chair Tepper's remarks on outreach, and complemented the AA Plan's internal staffing targets. He expressed concern about the M/WBE goals, which are lower than those of other state agencies he has worked with. He encouraged staff to set more aggressive goals that reflect industry standards and the diverse available workforce, and to update the goals more often.

Mr. Swett also recommended that staff consider M/WBE performance measures that examine fully-completed contracts every fiscal year, rather than on a year over year basis, which is more affected by timing. Ms. Mercado acknowledged Mr. Swett's concerns and explained that in her view, every state agency poses a learning curve for new contractors, and that reducing barriers

in order to attract a more diverse pool of contractors, in addition to setting and meeting statistical goals, are currently top priorities for MWRA.

Mr. Swett suggested that MWRA explore programs offered by larger global players to assist agencies with the identification and procurement of appropriate M/WBE subcontractors, and requested more information about the Availability Study's timeline. Ms. Mercado advised that she and her staff will begin the study process as soon as possible. She described next steps, and invited Mr. Swett to join the Selection Committee. Mr. Swett affirmed his support of the study and for updating MWRA's M/WBE goals. Chair Tepper asked if there was any further 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		
J. Walsh		
P. Walsh		
Wolowicz		

(ref. VI A.1)

Ms. Wolowicz advised that she had resolved her audio technical difficulties and requested the opportunity to offer comments on a previous agenda matter. Chair Tepper invited Ms. Wolowicz to comment after the Personnel and Compensation Committee.

#### April 2025 PCR Amendments

**A motion was duly made and seconded to approve amendments to the Position Control Register (PCR) as presented in the April 16, 2025 Staff Summary and filed with the records of this meeting.**

Wendy Chu, MWRA Director of Human Resources, invited Board members' questions on the proposed amendments to the PCR.

Chair Tepper asked if 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		
J. Walsh		
P. Walsh		
Wolowicz		

(ref. VI A.2)

Appointment of Director, Risk Management, Finance Division

**A motion was duly made and seconded to approve the appointment of Mr. Jeffrey McAvoy to the position of Director, Risk Management (Non-Union, Grade 15) in the Finance Division at the recommended annual salary of \$162,000 commencing on a date to be determined by the Executive Director.**

Ms. Chu invited Board member's questions on the appointment of Risk Management Director.

Hearing no discussion or questions, 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		
J. Walsh		
P. Walsh		
Wolowicz		

(ref. VI A.3)

Non-union Manager Benefits; Contract Employees Salary Adjustments

**A motion was duly made and seconded to approve the benefits detailed in the April 16, 2025 Staff Summary and presented and filed with the records of this meeting related to vacation,**

**sick and bereavement leave; prior state and municipal service for vacation accrual purposes; and tuition reimbursement for non-union managers and authorize the Executive Director to implement said benefits.**

**Further, a motion was duly made and seconded to authorize the Executive Director, on behalf of the Authority, to implement salary adjustments of 3% effective January 4, 2025 and 2% effective June 28, 2025 for three contract employees as further detailed in the April 16, 2025 Staff Summary.**

Ms. Chu referred Board Members to the Staff Summary for this agenda item, and explained that the recommended benefits and salary adjustments for non-union managers are consistent with those recently approved for Collective Bargaining employees.

There was brief, general discussion about the length of the three contract employees' contracts.

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		
J. Walsh		
P. Walsh		
Wolowicz		

(ref. VI A.4)

#### Continued Discussion on the Quabbin Reservoir Communities System Expansion Evaluation Update

Chair Tepper invited Ms. Wolowicz to share remarks on the Quabbin Study, which was first discussed in agenda item V A.1.

Ms. Wolowicz commented on draft legislation sponsored by Senator Jo Comerford with the support of Representative Aaron Saunders with regards to payment in lieu of taxes ("PILOT") for Western Massachusetts communities.

Ms. Wolowicz advised that as resident of the Quabbin Reservoir area, she recognizes the great

value of the reservoir as a resource that supports the water system that serves Eastern Massachusetts. She noted that the communities that MWRA serves, or does not serve, are not well known to Quabbin area residents and advised that more education and outreach is needed.

She acknowledged Sen. Comerford's position with respect to equity for the residents of communities surrounding the Quabbin Reservoir, and welcomed further discussion with the Senator and her colleagues, along with the MWRA and Advisory Board staff. She also expressed support for Sen. Comerford's proposal to increase representation for Western Massachusetts communities on the MWRA Board of Directors, and noted the large size of the Connecticut River Basin.

Ms. Wolowicz advised that in her view, expanding the MWRA water system to serve the Quabbin area poses significant challenges due to the region's geographical characteristics and the new infrastructure required; however, she believes that it is possible.

She noted that she will continue to advocate for awareness and equity for Quabbin area communities and its residents in her role as the region's MWRA Board representative. She invited Sen. Comerford to participate in a Quabbin expansion Board subcommittee and to speak with MWRA staff and the Board.

Finally, Ms. Wolowicz acknowledged Sen. Comerford's concerns with respect to PILOT payments for Western Massachusetts and expressed support for further discussion.

Hearing no further discussion or questions from the Board, Chair Tepper moved to Administration, Finance and Audit. (ref. V A.1)

## ADMINISTRATION, FINANCE AND AUDIT

### Information

#### Progress on Emissions Reduction and 2023 Greenhouse Gas Inventory

#### Progress on Emissions Reduction and 2023 Greenhouse Gas Inventory

Stephen Estes-Smargiassi, MWRA Director of Planning and Sustainability, presented a 2023 greenhouse gas inventory and progress update on emissions reduction. He provided background on MWRA's long-standing commitment to energy savings and reducing emissions; noted that this work was acknowledged by the MA Department of Energy Resources with the 2023 Leading by Example Award; and, explained MWRA's sustainability and resiliency efforts have been guided by the Commonwealth's Clean Energy and Climate Plan (net zero greenhouse gas ("GHG") emissions by 2050).

He presented MWRA's progress highlights for reducing greenhouse GHG emissions since 2006 (-41%, in line with state targets); advised that there was slight rise in GHG emissions in 2023

(i.e., increased Deer Island Treatment Plant Flows due to high precipitation); and discussed the relationship between MWRA's energy demands and precipitation levels.

Next, Malcolm Ragan, Senior Planner, outlined the main categories of MWRA's GHG emissions sources, including electricity (45.4%); process and fugitive, from biochemical reactions of wastewater treatment (20.4%); natural gas (20.2%); diesel/fuel oil/propane (12.1%); and, the vehicle fleet (1.9%). He summarized the reductions in emissions from these sources since 2006. Mr. Ragan noted that most of MWRA's emissions reductions (80%) are associated with electricity, and reflective of MWRA's commitment to energy efficiency, on-site renewable energy, and the greener regional electrical grid. He reported that MWRA has reduced electricity purchases by 9% since 2006, with a 56% reduction in emissions, and stressed the importance of electrifying facilities.

Mr. Ragan then summarized the rates of emissions reductions from other sources, including natural gas (-18% since 2006); diesel/fuel oil/propane (-32%); vehicle fleet (-23%), and, process and fugitive. He noted that reducing process and fugitive emissions for the wastewater sector is a known challenge within the industry, citing the *Massachusetts 2050 Decarbonization Roadmap*.

Next, Mr. Estes-Smargiassi discussed MWRA's energy efficiency progress and plans; advised that reducing overall energy use by increasing efficiency continues to be MWRA's most effective strategy for reducing GHG emissions; noted that frequent energy audits led to significant process, lighting and equipment efficiencies; highlighted ongoing energy efficiency projects (i.e. new Deer Island Combined Heat and Power Facility ("CHP")); and, relayed that staff expect the CHP to double existing electricity generation and require 75% less fuel.

Mr. Estes-Smargiassi then reviewed MWRA's renewable energy portfolio, noting that onsite generation of renewable energy enables MWRA to decrease its GHG emissions and reliance on fuel oil by reducing reliance on grid electricity at some facilities. He discussed MWRA's plans to expand its renewable energy assets, and reported that MWRA had been awarded a \$20 million State Climate Mitigation grant for decarbonization projects, such as a new solar array at the Norumbega water storage facility, and a wind turbine and canopy array at Deer Island.

Next, Mr. Estes-Smargiassi discussed recent electrification projects, including a geothermal heat pump at the Wachusett Aqueduct Pump Station; water heat pumps at Spot Pond; air heat pumps at the Norumbega site; and, the purchase of 30 electric vehicles and 16 chargers. He summarized planned projects, such as heat pump installations; an investigation into wastewater energy recovery systems; a feasibility study for a large-scale battery system at Deer Island; and, the installation of additional EV chargers.

Finally, Mr. Estes-Smargiassi discussed MWRA's next steps toward further energy efficiency and

reduced GHG, including continued efforts for energy efficiency; electrification and renewable energy; exploring innovative strategies; and the development of a broader GHG Reduction Plan, expected in 2026.

Chair Tepper suggested that the challenge of reducing process and fugitive emissions could present a leadership opportunity for MWRA, and encouraged staff to consider conducting research in partnership with institutions such as MIT. Mr. Estes-Smargiassi agreed, and noted that MWRA is participating in several Water Research Foundation projects to increase understanding of process and fugitive emissions, and to identify reasonable opportunities for improvement.

Mr. Swett requested staff's estimate for achieving the Commonwealth's GHG reduction goal by the 2030 deadline. Mr. Estes-Smargiassi explained that MWRA expects to meet the target, but potentially not until after the planned 2032 completion of the Deer Island CHP. Mr. Swett asked if staff were exploring green power purchases to bridge the gap. Mr. Estes-Smargiassi advised that staff would present a more detailed presentation about MWRA's electrical portfolio in the near future. Kristen Patneau, MWRA Energy Manager, added that MWRA has discontinued buying Voluntary Renewable Energy Certificates (RECs) per the Healey-Driscoll administration's guidance, and is now focused on investing in renewable energy and GHG reduction projects at MWRA facilities. She expressed interest in exploring additional renewable energy opportunities. Mr. Jack Walsh asked how MWRA's battery systems are charged. Ms. Patneau explained that the Deer Island CHP design will include an assessment of a potential of a micro ring, which could potentially be included in the CHP project. Mr. Jack Walsh asked if staff expected 75% power generation at the CHP facility. Ms. Patneau responded in the affirmative. There was brief, general discussion about how power generation percentages are calculated. Hearing no further discussion or questions, Committee Vice Chair Flanagan moved to the next Information item. (ref. VII A.1)

#### 2024 Annual Update on New Connections to the MWRA System

Ms. Rizzi presented a summary of communities that have expressed interest in joining MWRA's water system, including Lynnfield Center Water District (supplemental supply through Wakefield); Natick (supplemental, via a new connection); Wayland (partial supply from the MWRA tunnel system); and, Weymouth/Former South Weymouth Naval Air Station (new connection). She noted community approvals are complete; legislation is pending; and Confirmed staff expect to seek Board approval for the system admissions in spring or summer 2025.

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

Delegated Authority Report – March 2025

Mr. Flanagan invited Board Members' questions about the March 2025 Delegated Authority Report.

Hearing no questions or discussion, Mr. Flanagan moved to the next Information item. (ref. VII A.3)

FY25 Financial Update and Summary through March 2025

Michael Cole, MWRA Budget Director, reported a budget variance of \$18.3 million through 9 months at 5.8% underspent, which is slightly less than March 2024 (\$25.7 million). He noted that the current variance figure reflects a \$3 million variable rate savings transfer to the defeasance account, and that this fiscal year's budget trends are holding steady.

Next, Mr. Cole explained that overall expenses are 2.5% under budget (versus 3% in March 2024), primarily driven by underspending on wages due to lower full time equivalent ("FTE") counts; and that maintenance spending is greater than planned, particularly for plant machinery services. He noted slight underspending for indirect expenses, driven by lower watershed reimbursements.

Mr. Cole then reported that the Capital Improvement Program ("CIP") budget is 23.6% underspent and favorable compared to March 2024 (33.4%) and the 20-year average (27.2%). He explained that factors such as project schedule changes and supply chain issues contribute to variances. Finally, Mr. Cole noted that the FY25 budget is progressing as expected and briefly reviewed the timeline of the ongoing FY26 budget process.

There was general discussion with questions and answers about some economic trends that staff are monitoring, including variable rate interest, tariffs, and fixed rate debt.

Hearing no further discussion or questions from the Board, Mr. Flanagan moved to Approvals. (ref. VII A.4)

ApprovalsFlow Averaging for Computing Clinton Wastewater Sewer User Charges

**A motion was duly made and seconded to implement, for the Clinton Wastewater Treatment Plan service area, two-year wastewater flow averaging in FY2026, using CY2023 and CY2024 wastewater flow metering data (Average Daily Flow), and then implement for said service area three-year wastewater flow averaging in FY2027, using CY2023, CY2024 and CY2025 flow data.**

MWRA Director of Finance Thomas Durkin requested Board approval to make minor modifications to the methodology for calculating user charges for the MWRA's Clinton

Wastewater System by implementing flow averaging, similar to the approach for MWRA's Metropolitan Sewer System assessments. He provided background on the impacts of precipitation on wastewater flow volumes and MWRA's flow share based assessment methodology. Finally, Mr. Durkin explained that staff's proposal for flow averaging for Clinton wastewater sewer users is intended to mitigate wide swings in the Clinton Wastewater Treatment Plant User Charges for the Town of Clinton and the Lancaster Sewer District.

In response to a question from Mr. Jack Walsh, Mr. Durkin explained that flow averaging as proposed is expected to reduce Lancaster's FY26 user charge by \$19,000 (-8.4%) and noted that community charges generally smooth out over time.

In response to a question from Mr. Foti, MWRA Advisory Board Executive Director Matt Romero advised that the Advisory Board staff Executive Committee members support the proposal. There was brief, general discussion about the benefits of the proposed flow averaging approach.

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

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

(ref VII B.1)

#### Contract Amendments/Change Orders

Purchase Order Contract for Senior Business Analyst Consultant: Acro Service Corporation, Bid WRA-5258Q, State Contract ITS77 Category 1A and 1B, Amendment 2

**A motion was duly made and seconded that the Board of Directors, on behalf of the Authority, approve the award of Amendment 2 to WRA-5258Q for a Senior Business Analyst Consultant to Acro Service Corporation, in the amount of \$163,800 and authorize the Director of Administration to execute an amended purchase order, increasing the purchase order amount from \$327,600 to \$491,400, and extending the contract term by one year from March**

**31, 2025 to March 31, 2026.**

Paula Weadick MWRA MIS Director, invited Board members' questions about proposed Amendment 2 to a Senior Business Analyst Consultant Purchase Order Contract.

In response to a question from Mr. Jack Walsh, Ms. Weadick described ongoing efforts to permanently fill a vacant System Analyst/Programmer III position, whose job functions, including a key Enterprise Resource Planning ("ERP") migration, are now being performed by a consultant. She explained that staff recommend extending the consultant's existing contract to ensure the success of the ERP migration and for project team continuity. She noted that staff are in the process of updating the vacant Analyst/Programmer job description in order to better reflect the staffing needs for the new ERP, and potentially broaden the applicant pool.

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

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

(ref. VII C.1)

(Mr. Pappastergion left the meeting after the Roll Call vote.)

**WASTEWATER POLICY AND OVERSIGHT****Information****Infiltration/Inflow Local Financial Assistance Program Annual Update**

Ms. Hall invited Board member's questions on the annual Infiltration/Inflow Financial Assistance Program update.

There was brief, general discussion about the Deer Island's National Pollutant Discharge Elimination System ("NPDES") permit requirements, and the benefits of removing Infiltration and Inflow from MWRA sewer system flows.

Hearing no further discussion or questions, Chair Tepper moved to Correspondence to the Board. (ref. VIII A.1)

#### CORRESPONDENCE TO THE BOARD

Chair Tepper announced that the Board of Directors received correspondence from Jessica Mooring on behalf of the Town of New Salem's Select Board, regarding the Quabbin Reservoir Watershed Communities Alternative Evaluation Summary, and from Richard E. Raiche, MWRA Advisory Board Chair, regarding SD828: An Act relative to the Quabbin watershed and regional equity ("SD828"). She noted that the correspondence is included the materials for the meeting. She advised that the correspondence raised good points in her view, and acknowledged the remarks made by Ms. Wolowicz earlier in the meeting.

The Chair advised that there was work to be done with respect to ensuring that the concerns of Western Massachusetts communities are heard, and expressed appreciation for Ms. Mooring's and Mr. Raiche's comments.

Ms. Wolowicz recommended that discussion on the topics of Quabbin system expansion and SD828 be included in future Board meeting agendas, and suggested the formation of a dedicated Subcommittee on these matters.

On behalf of the MWRA Advisory Board, Mr. Romero expressed concern about the significant impacts of SD828 on MWRA rates. He also discussed concerns about proposed changes to the MWRA Board's makeup.

Chair Tepper requested that staff include further discussion on Quabbin system expansion and SD828 on future agendas.

Ms. Wolowicz acknowledged Mr. Romero's remarks and noted that in her view MWRA is a well-run agency. She encouraged the Board and MWRA and Advisory Board members to discuss with and consider the perspectives of Western Massachusetts residents.

Hearing no further discussion or questions from the Board, Chair Tepper moved to adjournment. (ref. IX)

#### ADJOURNMENT

**A motion was duly made and seconded to adjourn the meeting.**

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		

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

The meeting adjourned at 3:38pm.

Approved: May 21, 2025

Attest:

\_\_\_\_\_  
Brian Peña, Secretary

#### LIST OF DOCUMENTS AND EXHIBITS USED

- Draft Minutes of the March 19, 2025 MWRA Board of Directors' Meeting (ref. I)
- April 16, 2025 Staff Summary and presentation – Quabbin Reservoir Communities System Expansion Evaluation Update (ref. V A.1)
- April 16, 2025 Staff Summary and presentation – Local Water System Assistance Program Annual Update (ref. V A.2)
- April 16, 2025 Staff Summary and presentation – Lead Service Line Replacement Program Update (ref. V A.3)
- April 16, 2025 Staff Summary and presentation – Saugus River Crossing Section 56 Pipeline Replacement: BOND Civil & Utility Construction, Inc., Contract 7486 (ref. V B.1)
- April 16, 2025 Staff Summary – Northern Extra High Pressure Zone Improvements: Black & Veatch Corporation, Contract 7404, Amendment 1 (ref. V C.1)
- April 16, 2025 Staff Summary – Approval of the 2025 Affirmative Action Plan (ref. VI A.1)
- April 16, 2025 Staff Summary – April 2025 PCR Amendments (ref. VI A.2)
- April 16, 2025 Staff Summary – Appointment of Director, Risk Management, Finance Division (ref. VI A.3)
- April 16, 2025 Staff Summary – Non-union Manager Benefits; Contract Employees Salary Adjustments (ref. VI A.4)

- April 16, 2025 Staff Summary and presentation – Progress on Emissions Reduction and 2023 Greenhouse Gas Inventory (ref. VII A.1)
- April 16, 2025 Staff Summary and presentation – 2024 Annual Update on New Connections to the MWRA System (ref. VII A.2)
- April 16, 2025 Staff Summary – Delegated Authority Report – March 2025 (ref. VII A.3)
- April 16, 2025 Staff Summary – FY25 Financial Update and Summary through March 2025 (ref. VII A.4)
- April 16, 2025 Staff Summary – Flow Averaging for Computing Clinton Wastewater Sewer User Charges (ref. VII B.1)
- April 16, 2025 Staff Summary – Purchase Order Contract for Senior Business Analyst Consultant: Acro Service Corporation, Bid WRA-5258Q, State Contract ITS77 Category 1A and 1B, Amendment 2 (ref. VII C.1)
- April 16, 2025 Staff Summary and presentation – Infiltration/Inflow Local Financial Assistance Program Annual Update (ref. VIII A.1)
- Presentation – Map of Quabbin Expanded Study communities (ref. IX)
- March 10, 2025 correspondence from Jessica Mooring on behalf of the Town of New Salem’s Selectboard, comments on the November 19, 2024, MWRA presentation of the Quabbin Reservoir Watershed Communities: Alternative Evaluation Summary (ref. IX)
- March 21, 2025 correspondence from Richard E. Raiche, Chair, MWRA Advisory Board, comments on SD828: An Act relative to the Quabbin watershed and regional equity

**STAFF SUMMARY**

**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director  
**DATE:** May 21, 2025  
**SUBJECT:** Delegated Authority Report – April 2025



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**COMMITTEE:** Administration, Finance & Audit

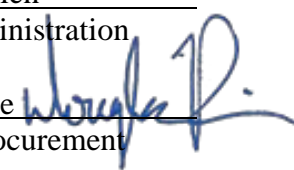
X INFORMATION

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



Michele S. Gillen  
Director, Administration

Douglas J. Rice  
Director of Procurement



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**RECOMMENDATION:**

For information only. Attached is a listing of actions taken by the Executive Director under delegated authority for the period April 1-30, 2025.

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, 2025**

<b>No.</b>	<b>Date of Award</b>	<b>Title and Explanation</b>	<b>Contract</b>	<b>Amend/CO</b>	<b>Company</b>	<b>Value</b>
<b>C-1</b>	<b>04/04/25</b>	<p><b>Management, Operation and Maintenance of the Union Park Pump Station/CSO Facility and the Unmanned Pump Stations</b></p> <p>Purchase and implement the following design and software based on Cybersecurity and SCADA Assessment performed; Cybersecurity Monitoring Installation, Startup and Testing; Firmware Patching; Design; Bidding and Construction Administration. Total cost of \$307,167.00 will be split 50% between MWRA and BWSC.</p>	<b>S606</b>	<b>2</b>	<b>Woodard &amp; Curran, Inc.</b>	<b>\$153,583.50</b>
<b>C-2</b>	<b>04/22/25</b>	<p><b>Western Operations Center Building 270 Roof Coating</b></p> <p>Award of a contract to the lowest responsive bidder for Western Operations Center Building 270 Roof Coating for a term of 180 calendar days.</p>	<b>OP-484</b>	<b>Award</b>	<b>Fox Painting Company, Inc.</b>	<b>\$109,000.00</b>
<b>C-3</b>	<b>04/22/25</b>	<p><b>Installation of Electric Vehicle Charging Infrastructure and Charging Stations at Southborough</b></p> <p>Award of energy efficient contract to Eversource prequalified vendor for the installation of electric vehicle charging infrastructure and charging stations at Southborough for a term of 120 calendar days.</p>	<b>OP-492</b>	<b>Award</b>	<b>Guardian Energy Management Solutions, LLC</b>	<b>\$169,586.00</b>

**Purchasing Delegated Authority Items - April 1-30, 2025**

No.	Date of Award	Title and Explanation	Company	Value
P-1	4/1/25	<p><b>Purchase Order for Two New Chevrolet Silverado Electric Pickup Trucks</b>                      Procurement of two new electric pickups, replacing two vehicles that meet or exceed the current replacement criteria for age, mileage and/or condition. The replaced vehicles will be declared surplus and disposed of in accordance with MWRA's Surplus Property Policy.</p>	Liberty Chevrolet, Inc.	<b>\$129,920.00</b>
P-2	4/1/25	<p><b>Purchase Order Contract for the Supply and Installation of New Workstation Consoles</b>                      Upgrade of the Water and Wastewater workstation consoles in the Operations Control Center (OCC) in the Chelsea Facility. The updated consoles will incorporate all the features of a modern console design, improving user efficiency and ergonomics.</p>	Mauell Corporation	<b>\$194,530.00</b>
P-3	4/1/25	<p><b>Purchase Order Contract for a 15-Month Rental of Two Sodium Hypochlorite Exterior Storage Systems</b>                      Rental of two temporary exterior chemical storage tanks, pumping appurtenances and maintenance needed at Prison Point and Cottage Farm for up to 15 months, until a construction contract to replace the existing tanks is completed.</p>	Western Oilfields Supply Company dba Rain for Rent	<b>\$232,032.72</b>
P-4	4/1/25	<p><b>Purchase Order Contract to Provide Diver Assisted Suction Harvesting of Invasive Aquatic Plants at Wachusett Reservoir Lower Basins and Coves</b>                      Removal of invasive plants which are known to aggressively displace native vegetation and grow to nuisance densities with associated impairments to water quality.</p>	AE Commercial Diving Services, Inc.	<b>\$290,700.00</b>
P-5	4/1/25	<p><b>Purchase Order for Two Hydraulic Excavators</b>                      Purchase of two new excavators, replacing two backhoes used as primary excavating equipment. Both backhoes meet the Authority's criteria for replacement and will be declared surplus and disposed of in accordance with MWRA's Surplus Property Policy.</p>	Southworth-Milton, Inc.	<b>\$450,000.00</b>
P-6	4/1/25	<p><b>Purchase Order for Five New Electric Chevrolet Equinox Sport Utility Vehicles, 13 Various New Pickup Trucks, and Five New Cargo Vans</b>                      Procurement of 23 new vehicles in accordance with MWRA's Vehicle Replacement Policy. Some vehicles being replaced may be temporarily redeployed to accommodate current departmental needs or occupancy requirements. The remaining vehicles will be declared surplus and disposed of in accordance with MWRA's Surplus Property Policy.</p>	Liberty Chevrolet, Inc.	<b>\$1,369,571.00</b>

No.	Date of Award	Title and Explanation	Company	Value
P-7	4/22/25	<p><b>Purchase Order Contract for Aquatic Invasive Plant Monitoring and Control</b> Monitoring and removal of invasive plant infestations from the Chestnut Hill Reservoir, which are known to aggressively displace native vegetation and grow to nuisance densities with associated impairments to water quality.</p>	New England Aquatic Services LLC	<b>\$148,750.00</b>
P-8	4/22/25	<p><b>Three-Year Purchase Order for Oracle Patch Management Professional Services</b> Software patching and maintenance essential for keeping the Oracle Database Appliance systems up-to-date, minimizing downtime, and preventing software security vulnerabilities.</p>	Mythics, LLC	<b>\$204,978.96</b>
P-9	4/22/25	<p><b>Purchase Order Contract to Provide Diver Assisted Suction Harvesting of Invasive Aquatic Plants at Sudbury Reservoir and Expanded Control Weston Reservoir</b> Diver assisted suction harvesting of invasive plants at the Sudbury and Weston reservoirs. Includes eight contingency days to be used in the event additional work is required.</p>	AE Commercial Diving Services, Inc.	<b>\$205,200.00</b>
P-10	4/22/25	<p><b>Purchase Order Contract to Upgrade Ethernet Cabling at the Deer Island Treatment Plant Auxiliary Buildings—<i>State Contract ITT72</i></b> Upgrade of the Ethernet cabling in the Thermal Power Plant, North Main Pump Station, Primary Operations, Secondary Operations, and Residuals areas to support the higher networks' speeds needed for the new phone system.</p>	Future Technologies Group, LLC dba New Era Technology NE	<b>\$256,861.89</b>
P-11	4/22/25	<p><b>One-Year Purchase Order Contract for the Supply and Delivery of Sodium Hydroxide</b> Standard grade sodium hydroxide is used in the wet scrubber systems at Deer Island to control hydrogen sulfide emissions. Rayon grade sodium hydroxide (a higher purity product) is used in the water demineralization system at the Thermal Power Plant. Compared to the existing contract, prices have increased by 2% for standard grade, and 6% for rayon grade sodium hydroxide.</p>	Borden & Remington Corporation	<b>\$271,928.75</b>
P-12	4/22/25	<p><b>Purchase Order for One 130-Ton Modular Chiller</b> Replacement of Chiller 3 in the Administration Laboratory building's central chilled water plant at Deer Island. MWRA and Daikin staff have determined that the failed condenser bundle in Chiller 3 is beyond repair, and the unit requires replacement.</p>	MECS, Inc.	<b>\$293,163.00</b>

No.	Date of Award	Title and Explanation	Company	Value
P-13	4/22/25	<p><b>Purchase Order Contract for the Two Diesel Powered Trucks with Switch-N-Go Bodies</b>  Purchase of two new two new Chevrolet C6500 trucks, to replace two ten-yard dump trucks used for snow removal, towing trailered equipment and materials, and hauling fill material to and from job sites. The replaced trucks will be considered surplus and disposed of in accordance with MWRA's Surplus Property policy</p>	Liberty Chevrolet, Inc.	<b>\$315,460.00</b>
P-14	4/29/25	<p><b>Purchase Order for the Supply and Delivery of 480,000 Gallons of Ultra-Low Sulfur #2 Diesel Fuel—<i>State Contract ENE53</i></b>  The Deer Island Treatment Plant uses ultra-low sulfur #2 diesel fuel in the Thermal Power Plant. Pursuant to this request, 480,000 gallons of fuel oil will be delivered to Deer Island over eight business days, with approximately six trucks of fuel oil being delivered each day.</p>	Global Montello Group Corporation	<b>\$1,086,048.00</b>

## STAFF SUMMARY

**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director  
**DATE:** May 21, 2025  
**SUBJECT:** FY2025 Third Quarter Orange Notebook




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**COMMITTEE:** Administration, Finance & Audit

INFORMATION

VOTE

Stephen Estes-Smargiassi, Director, Planning & Sustainability  
Malcolm Ragan, Senior Planner  
Michael O'Keefe, Senior Program Manager, Planning  
Preparer/Title



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David W. Coppes, P.E.  
Chief Operating Officer

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### RECOMMENDATION:

For information only. The Quarterly Report on Key Indicators of MWRA Performance (the Orange Notebook) is prepared at the close of each quarter of the fiscal year.

### DISCUSSION:

The Orange Notebook presents performance indicators for operational, financial, workforce, and customer service parameters tracked by MWRA management each month. This staff summary includes highlights from the third quarter of fiscal year 2025.

#### Drought Conditions Persist Despite Increased Rainfall

##### *Wastewater*

The region remained in a status of mild to significant drought, despite precipitation 13% above the four-year average in the third quarter totaling 9.41 inches. Total flow at Deer Island was 11% below average at 303.8 mgd over the third quarter even with the increased rainfall. The more severe drought conditions at the beginning of the quarter led to a monthly low flow record of 268.94 mgd set in January. (See page 2.) Several rainstorms in March led to an increase of flows at the end of the quarter.

##### *Water Supply*

The volume of the Quabbin Reservoir was at 86.7% as of March 31, 2025, a 1.2% increase for the quarter, representing a gain of approximately 4.8 billion gallons of storage. Quabbin has remained in normal operating range during the current drought excepting several weeks in February and March when levels shifted into Below Normal status. The reservoir was refilling toward the end of the quarter, but the storage target increased over this time. Due to its large volume, there is significant delay between increases in precipitation and Quabbin levels. Ware River diversions via Shaft 8 began on March 7 to aid the refilling of Quabbin, with a total of 1.648 billion gallons transferred by the end of the month. (See page 28.) While MWRA's drought management plan requires no use restrictions under these conditions, MWRA provided water use efficiency

messaging to local water systems and on the MWRA website to compliment EEA and drought task force communications.

### Staffing Levels

External hires are lower compared to recent years. MWRA completed 62 external hires through the third quarter of FY25 compared to 71 and 74 external hires during the first three quarters of FY23 and FY24, respectively. There has also been an increase in retirements in FY25 with 49 through the end of the third quarter. There were 42 and 40 retirements during the first three quarters of FY23 and FY24, respectively. A total of 94 promotions and transfers were completed through the third quarter, an increase compared to 87 promotions and transfers during the first three quarters of FY24. However, overall FTEs decreased to 1,048.7, the lowest this value has been since September 2024 and roughly 105 below the budget of 1,154 FTEs. (See page 52.) A number of recruitment and retention efforts were included in the recently negotiated successor collective bargaining agreements, including increases to shift differential and standby pay, modifications to vacation accruals, and an increase to tuition reimbursement. Other initiatives, such as employee referral rates, remain in place.

### Increased Water Pipeline Leak Detections and Repairs

Through the end of the third quarter, 16 water pipeline leaks have been detected and repaired, compared to seven leaks detected and six repaired during the same period in FY24. The average time between leak detection and repair in FY25 is just over 15 days, and the greatest time elapsed between detection and repair is 65 days. (See page 6.)

### Water Valve and Wastewater Pipeline Metrics above Targets

MWRA's valve crews have exceeded targets for blow-off valves exercised and replaced, and operability of all water valves is above target. (See page 7.) Wastewater pipeline cleaning, structure and siphon inspections, and inverted siphon cleaning are all above targets during the third quarter. (See page 8.)

### Molybdenum in Sludge Fertilizer Pellets

Molybdenum levels in MWRA's sludge fertilizer pellets were back within the Massachusetts State land application limit (40mg/kg) for all months of the third quarter, after exceeding this limit, but remaining within the federal limit (75mg/kg), during the second quarter. Molybdenum levels for the third quarter averaged 25.6 mg/kg, 34% above the three-year average, but 36% below the Massachusetts limit, and 66% below the federal limit. This will allow New England Fertilizer Company, operator of the Pelletizing Plant, to resume distribution of pellets to sites within Massachusetts and New York, which have the same limit. (See page 4.)

MASSACHUSETTS WATER RESOURCES AUTHORITY

# Board of Directors Report

on

## Key Indicators of MWRA Performance

Third Quarter FY2025

Q1	Q2	Q3	Q4



Frederick A. Laskey, Executive Director  
David Coppes, Chief Operating Officer  
May 21, 2025



# Board of Directors Report on Key Indicators of MWRA Performance

## 3<sup>rd</sup> Quarter – FY25

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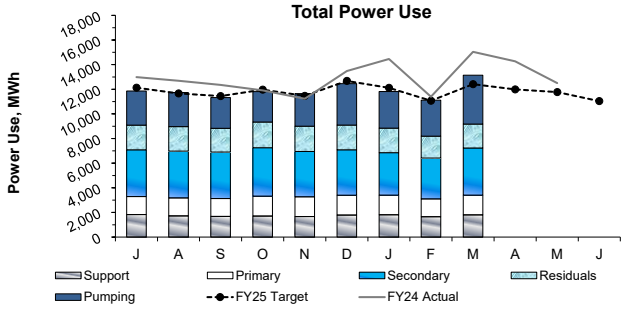
This quarterly report is prepared by MWRA staff to track a variety of performance measures for routine review by the Board of Directors. The content and format of this report is expected to develop as time passes. Information is reported on a preliminary basis as appropriate and available for internal management use and is subject to correction and clarification.

Frederick A. Laskey, Executive Director  
David Coppes, Chief Operating Officer  
May 21, 2025

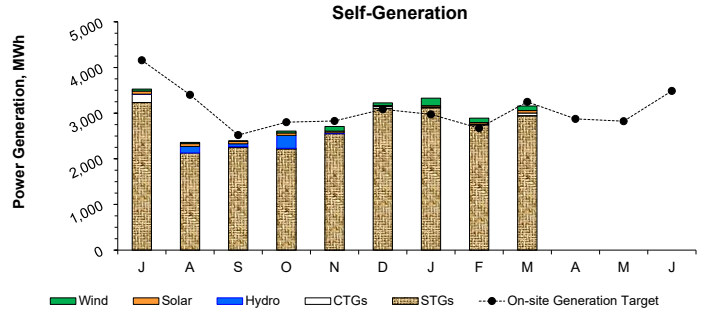
# OPERATIONS AND MAINTENANCE

# Deer Island Operations

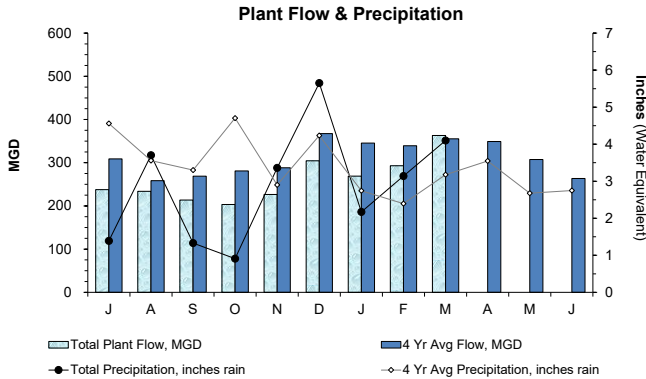
3<sup>rd</sup> Quarter - FY25



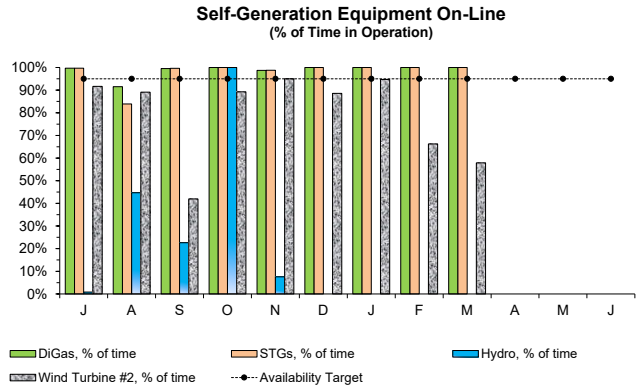
Total power usage in the 3rd Quarter was similar to budgetary estimates (+1.3%) even though plant flow was 11.1% lower than the historical (4 year average) estimate used to generate the electricity model, as plant flows have been much lower-than-expected for nearly every month of FY25-to-date due to a lengthy period of severe drought. Power used for raw wastewater pumping was 7.9% below target due to the lower plant flows, including 18.3% lower-than-expected power usage for the pumping of the South System flows which were 12.9% below target. However, power used in the other major treatment processes (such as for secondary biological treatment with the higher cryogenic oxygen production demand) were up to 7.8% above their respective targets as a result of the lower-than-expected plant flows.



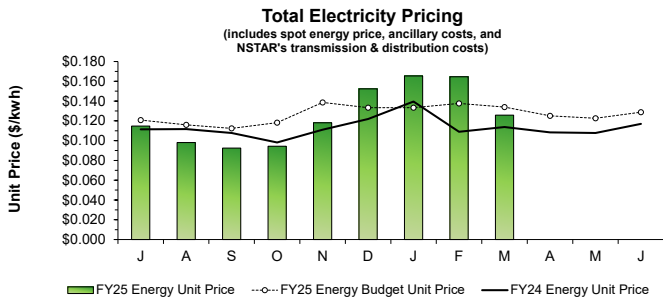
Power generated on-site during the 3rd Quarter was 5.4% above target as STGs generation was 29.5% above budgetary estimates due to supplemental fuel oil usage for boiler operation during periods of lower or unstable digester gas production, thus allowing for much greater generation by the main STG. CTGs generation was much lower than budgeted as the units were only operated for a total of 6.15 hours this quarter for compliance emissions testing and for maintenance/checkout. The Hydro Turbines were not operated due to ongoing wicket gate rehabilitation and other repairs. Solar Panel generation was 18.2% below target due partly to a failed grid inverter on the Residuals Odor Control Facility solar array. Meanwhile, Wind Turbine generation was 46.7% above target due to lengthy periods of generation at maximum capacity as a result of very high winds this quarter.



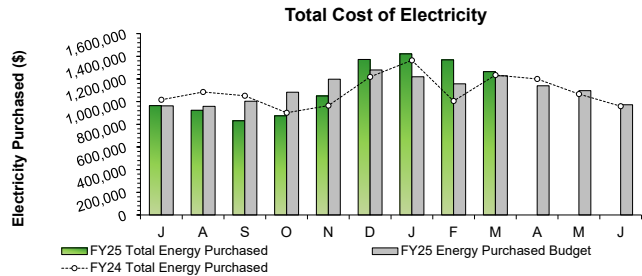
Total Plant Flow for the 3rd Quarter was 11.1% below target with the budgeted 4 year average plant flow (308.3 MGD actual vs 346.7 MGD expected) even though precipitation was 13.2% higher than target this quarter (9.41 inches actual vs. 8.32 inches expected). Plant flows had been well below target following a lengthy period of severe drought during the first several months of FY25, resulting in below normal plant flows for every period in FY25 until March. Average dry weather plant flows continue to remain well below target levels as the region is still experiencing abnormally dry conditions.



The DiGas System and STGs availability both exceeded the 95% availability target in the 3rd Quarter, while the Hydro Turbines remain unavailable for the entire 3rd quarter as both turbines are undergoing wicket gate rehabilitation and other repairs. Wind Turbine availability was 72.9% this quarter as Turbine #2 experienced several mechanical issues and was at times unable to operate due to turbulent winds blowing through the digesters causing the turbine to trip. Wind Turbine #1 is awaiting re-installation and is not included in the FY25 tracking of turbine availability.



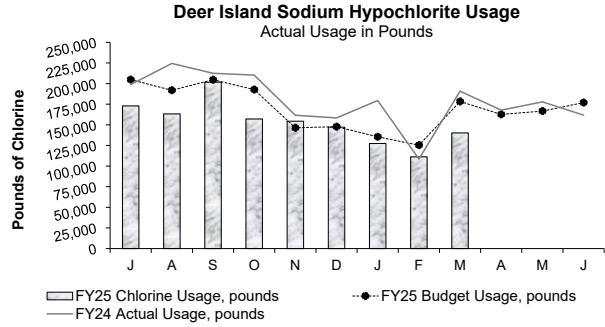
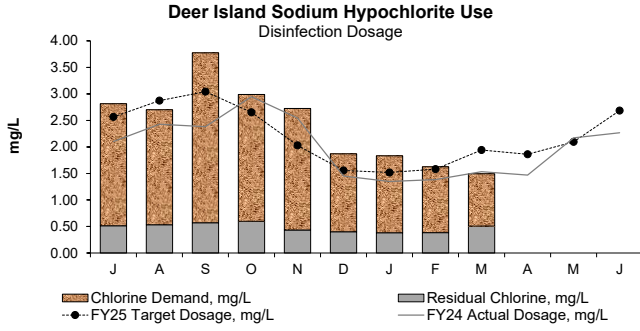
Under the current energy supply contract, a block portion of DI's energy is a fixed rate and the variable load above the block is purchased in real time. The Total Energy Unit Prices for December 2024 through March 2025 are estimated pending receipt of the Direct Energy invoices. Overall, the average unit prices are estimated to be 2.2% lower than the budgetary estimate through March. The Total Energy Unit Price includes a fixed block price, spot energy price, transmission & distribution charges, and ancillary charges.



Year-to-date Total Cost of Electricity is estimated to be \$18,340 (0.2%) lower than budgeted through March. The Total Cost of Electricity depicted for December 2024 through March 2025 are estimated pending receipt of the Direct Energy invoices. The Total Cost of Electricity is estimated to be slightly lower than budgeted as the estimated Total Energy Unit Price is 2.2% lower than target while the Total Volume of Electricity Purchased was 2.1% above target.

# Deer Island Operations

3<sup>rd</sup> Quarter - FY25



The disinfection dosing rate in the 3<sup>rd</sup> Quarter was similar to budgetary estimates (-1.8%) even as plant flow was 11.1% lower-than-expected. Sodium hypochlorite usage in pounds of chlorine was 13.7% lower-than-target due to the lower plant flows. DITP maintained an average disinfection chlorine residual of 0.42 mg/L in the 3<sup>rd</sup> Quarter with an average dosing rate of 1.65 mg/L as chlorine demand was 1.23 mg/L. On March 14, the disinfection basin effluent total chlorine residual target for dry weather flows was increased from 0.30 mg/L to greater than or equal to 0.50 mg/L, and to even higher levels during wet weather flow conditions, in preparation for potential new NPDES seasonal permit limits for indicator bacteria. The purpose for the higher chlorine residual target (and higher sodium hypochlorite dosing) is to continue developing operating strategies for the potential seasonal Enterococcus bacteria limit in the proposed permit, an effort that was also undertaken in 2023 and 2024.

The overall disinfection dosing rate (target and actual) is dependent on plant flow, target effluent total chlorine residual levels, effluent quality and NPDES permit levels for fecal coliform (or the proposed seasonal Enterococcus bacteria).

### Secondary Blending Events

Month	Count of Blending Events	Count of Blending Events Due to Rain	Count of Blending Events Due to Non-Rain-Related Events	Secondary, as a Percent of Total Plant Flow	Total Hours Blended During Month
July	0	0	0	100.0%	0.00
August	0	0	0	100.0%	0.00
September	0	0	0	100.0%	0.00
October	0	0	0	100.0%	0.00
November	0	0	0	100.0%	0.00
December	2	2	0	98.4%	14.00
January	0	0	0	100.0%	0.00
February	2	2	0	99.9%	4.55
March	4	4	0	99.8%	10.82
<b>Total</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>99.7%</b>	<b>29.37</b>

99.9% of all flows were treated at full secondary during the 3<sup>rd</sup> Quarter as there were six (6) separate secondary blending events in February and March, all due to high plant flows from heavy precipitation, as well as snowmelt. These blending events resulted in 15.37 hours of blending and a total of 33.13 MGal of primary-only treated effluent blended with secondary effluent. The Maximum Secondary Capacity during the entire quarter was 700 MGD.

Secondary permit limits were met at all times during the 3<sup>rd</sup> Quarter.

### Deer Island Operations & Maintenance Report

#### Environmental/Pumping:

The plant achieved an instantaneous peak flow rate in the 3<sup>rd</sup> Quarter of 873.5 MGD on March 16, during a storm event that brought 1.78 inches of precipitation to the metropolitan Boston area. The Total Plant Flow was 11.1% below the 4 year average plant flow target for the quarter even though precipitation was 13.2% higher than target this quarter (9.41 inches actual vs. 8.32 inches expected). Plant flows had been well below target following a lengthy period of severe drought during the first several months of FY25, resulting in below normal plant flows for every period in FY25 until March. Average dry weather plant flows continue to remain below target levels as the region is still experiencing abnormally dry conditions.

Due to the sustained below average flows, new monthly low flow records were set for the month of January for both the Total Plant Influent Flow and the North System Influent Flow. The table below summarizes these January flow statistics with the new low flow records displayed in the highlighted boxes.

#### January Low Plant Flow Records

	Previous January Low Flow Record (since plant startup July 1998)	New January Low Flow Record (set 2025)	Current All-Time Monthly Low Flow Record (since plant startup July 1998)
Total Plant Influent Flow	292.79 MGD (2022)	268.94 MGD	201.73 MGD (August 2022)
North System Influent Flow	186.75 MGD (2022)	170.54 MGD	137.78 MGD (October 2024)
South System Influent Flow	95.61 MGD (2002)	No new record set 98.41 MGD	62.28 MGD (Sept. 2016)
Precipitation	1.01 inches (2004)	No new record set (2.17 inches)	0.00 inches (June 1999)

#### Earthquake:

A magnitude 3.8 earthquake occurred on the morning of January 27, centered approximately 7 miles southeast of York Harbor, Maine, and struck at a depth of about 8 miles according to the U.S. Geological Survey. This earthquake was felt all across New England and as far away as Pennsylvania. Additionally, aftershocks with magnitudes of 2.0 occurred on both January 29 and February 2, in almost the exact same location. No deformities nor issues were found in the treatment plant after the DITP staff completed inspections of the structures and equipment following the report of the earthquake.

# Deer Island Operations

3<sup>rd</sup> Quarter - FY25

## Deer Island Operations & Maintenance Report (continued)

### Disinfection/Dechlorination:

MWRA uses sodium hypochlorite to destroy pathogens in plant effluent after primary and secondary treatment. Indicator bacteria such as Fecal Coliforms, *E. coli*, and Enterococcus are used to measure the presence of potential pathogens. To provide a proper pathogen kill, sodium hypochlorite, a disinfectant, is added to meet a chlorine demand then regulated by maintaining a chlorine residual. On March 14, the disinfection basin effluent total residual chlorine target for dry weather flow conditions was increased from 0.30 mg/L to greater than or equal to 0.50 mg/L and to even higher levels during wet weather flow conditions. The purpose for adjusting to the higher chlorine residual targets (by increasing the sodium hypochlorite dosing) is to continue developing operating strategies for the future more stringent seasonal NPDES permit limits for indicator bacteria prior to the limits coming into effect, an effort that was also undertaken in 2023 and 2024. In the 3<sup>rd</sup> Quarter, DITP maintained an average disinfection chlorine residual of 0.42 mg/L with an average dosing rate of 1.65 mg/L as chlorine demand was 1.23 mg/L (with the adjusted higher target starting March 14). Higher usage of both sodium hypochlorite and sodium bisulfite, used for removing the residual chlorine before discharging the effluent, is anticipated in order to comply with the more stringent indicator bacteria limits in the proposed new NPDES permit.

### Primary and Secondary Treatments:

The contractor completed the first several phases of the Clarifier Rehabilitation Project (Contract #7395) with the rehabilitation of the Primary Batteries A, B, C and D Influent and Effluent Channels, completing all scheduled work in these channels. The rehabilitation work under this contract includes putting primary influent gates in place, installing new aeration header systems, completing the installation of lower aeration systems, Linabond repair work in the clarifiers, installing drains between Batteries A and B, replacing effluent gates, completing hatch and grating modifications, and expansion joint repairs, in addition to other work. The contractor is currently working in Primary Battery A, clarifiers A1, A2, A3, and A4. The contractor is also replacing the secondary scum influent gates and other equipment in the secondary clarifiers. The plan is to target the rehabilitation of no more than three (3) secondary clarifiers at a time and the contractor is currently working in the Secondary A3, B3, and B4 clarifiers. There are 18 secondary clarifiers in each battery, totaling 54 clarifiers. DITP plans to maintain a secondary process limit of 700 MGD, which is the capacity of 50 clarifiers in operation.

### Secondary Treatment:

Maintenance staff repaired a leak in the Secondary Battery C waste sludge line on January 22 by replacing a spool piece that had developed a small leak. Secondary sludge wasting for Battery C was suspended at 3:00AM, the waste sludge line drained, and flushed by 7:00AM to allow staff to begin the repairs. The repairs were completed before noon and sludge wasting was allowed to resume.

### Residuals Treatment:

Sludge feed to the four (4) Module #2 digesters and Module #3 Digesters #1, #2, and #3 was temporarily suspended, one at a time, for several days each from December through February, to allow the contractor to perform routine scheduled maintenance on each of the digester's sludge overflow line. This maintenance is performed on only one (1) digester at a time and continues until this maintenance is completed for all eight (8) online digesters. Similar work will be performed for Module #3 Digester #4 in the spring. This routine preventative maintenance was last performed in May 2023.

### Energy and Thermal Power Plant:

Overall, total power generated on-site accounted for 26.0% of Deer Island's total power use in the 3<sup>rd</sup> Quarter. Renewable power generated on-site (by Solar, Wind, STGs, and Hydro Turbines) accounted for 25.7% of Deer Island's total electrical power use for the quarter.

### Regulatory:

Based on the DITP's performance in 2024, Deer Island is qualified to receive NACWA's (National Association of Clean Water Agencies) Platinum Award for Peak Performance which recognizes member agency facilities for outstanding compliance of their National Pollutant Discharge Elimination System (NPDES) permit limits. The Platinum award is given to agencies in recognition of 100% compliance with NPDES permits over a consecutive five year period. Deer Island is qualified for a Platinum18 Award for having operated with no permit violations for 18 consecutive years.

## Clinton Operations & Maintenance Report

### Dewatering Building:

Maintenance completed oil drum reclamation and cleanup of the Dewatering Building. New mirrors were installed over the sludge presses by the operations and maintenance staff. The M&O and Facilities Specialist greased all three (3) belt filter press feed pumps and both belt filter presses. The wash box seals on the #2 belt filter press were replaced and the belts were pressure washed. Digester feed pump #1 had the oil changed and was greased by the M&Os. Maintenance staff replaced a broken drive belt on the air handling unit in the basement of the Dewatering Building. Operations staff removed a blockage from the Gravity Thickener #1 beach plate. The Facility Specialist cleaned and prepared the Maintenance shop stairs for concrete repair.

### Chemical Building:

The contractor installed the conduit and wire runs to allow the Chemical Building's gas alarms to report to SCADA when in alarm. Operations staff rebuilt the two (2) PRF polymer pumps located in the Chemical Building in preparation for the upcoming PRF operating season. Maintenance staff cleaned the excess build up in the Soda Ash mixing tank and replaced the Soda Ash mixing motor and impeller. Staff also repaired and restored flow to Soda Ash line B, jetted Soda Ash line A, and replaced the gaskets on the #2 Soda Ash pump. Operations staff completed the quarterly PM on the Sodium Hypochlorite pumps, and the M&O changed the oil, air filters and greased both disinfection blowers.

### Aeration Basins:

Operations staff cleaned the pH and Dissolved Oxygen probes.

### Phosphorus Reduction Facility (PRF) Building:

Operations staff cleaned and changed the reagents in both CL17 chlorine analyzers. The Facilities Specialist entered the disc filter #2 sump area to clean the level probes for low level readings but was unable to resolve the level reading issue. The contractor was later able to diagnose and repair the faulty wiring on low level probe resolving the low level reading issue. Maintenance staff along with a Chelsea crane crew installed the PRF train #1 rapid mixer. Operations staff placed the PRF back online and completed standard checks on the laboratory equipment in preparation of the seasonal low level effluent phosphorus discharge permit limit starting in April.

### Headworks Building:

The M&O and the Facilities Specialist cleaned and greased the upper and lower pin rack, cleaned the upper Grit room, and greased the Grit Classifier and Belt. They also pumped the water out of the septage holding tank. The contractor ordered replacement parts for the Grit building garage door and the M&O and Facility Specialist repaired the door's manual opener pending arrival of the parts needed to repair the electric door opener. The M&O greased the lower bearings on the Influent screw pumps.

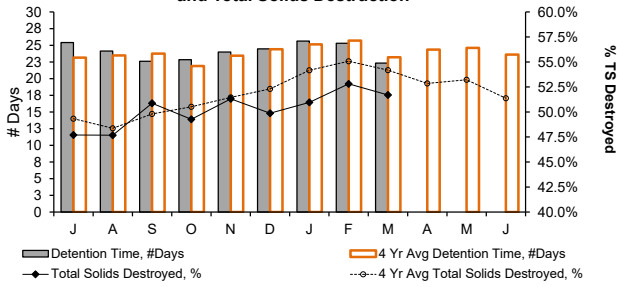
### Digester Building:

Maintenance staff checked and greased the equipment for the Digester's Floating Cover Ovivo mixer. Operations and Maintenance staff assisted the Deer Island vactor crew with cleanup of foam from the top of the Floating Digester Cover. The electrical contractor repaired the broken ultrasonic level sensor on the roof of the digester cover and installed conduit and wire runs to allow the Digester building's gas alarms to report to SCADA when in alarm. Operations & Deer Island Engineering staff discussed the Digester valving issues in regards to possible process changes during the upcoming Fixed Digester Cover roof repair. Two (2) sludge/foam samples were taken from Floating Digester Cover for lab analysis. The contractor measured the gas piping on the roof of the Floating Digester Cover for possible insulation installation. A contractor removed sludge/foam from the Floating Digester Cover and transported the material to the landfill. The Facilities Specialist pressure washed the digester roof, catwalk, and railings, to remove the remaining sludge and foam on the roof and cleaned the vactor truck.

# Deer Island Operations & Residuals

3<sup>rd</sup> Quarter - FY25

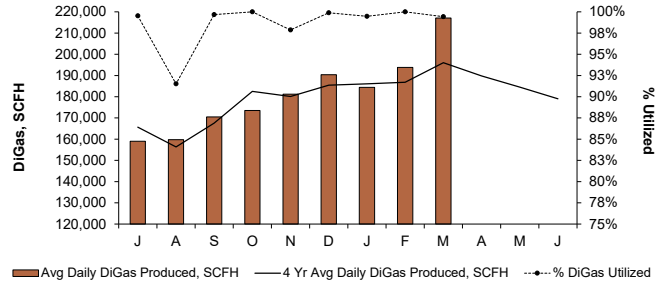
**Sludge Detention Time in Digesters and Total Solids Destruction**



Total solids (TS) destruction following anaerobic sludge digestion averaged 51.8% during the 3<sup>rd</sup> Quarter, 4.9% below the 4 year average. Sludge detention time in the digesters was 24.4 days, with an average of 7.9 digesters in service, similar to the 4 year average of 24.7 days detention time.

Total solids (TS) destruction is dependent on sludge detention time which is determined by primary and secondary solids production, plant flow, and the number of active digesters in operation. Solids destruction is also significantly impacted by changes in the number of digesters and the resulting shifting around of sludge.

**Digester Gas Production and % Utilized**

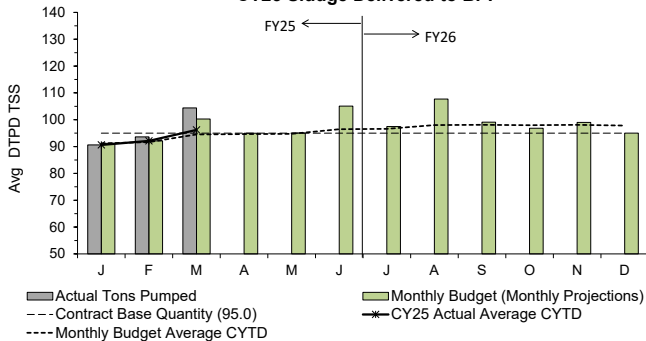


The Avg Daily DiGas Production in the 3<sup>rd</sup> Quarter was 4.6% above target with the 4 Year Avg Daily DiGas Production driven by an 18.6% higher-than-expected primary sludge production in March, which was the first month in FY25 with the average plant flow exceeding the 4 year historical average. 99.6% of the DiGas produced this quarter was utilized at the Thermal Power Plant.

## Residuals Pellet Plant

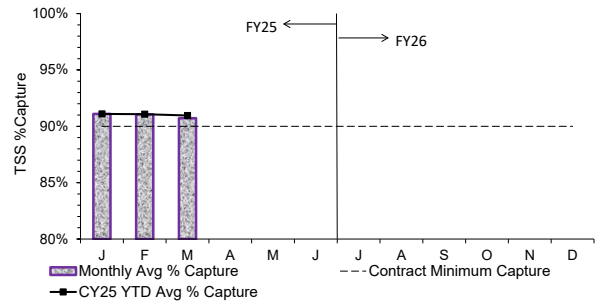
New England Fertilizer Company (NEFCO), a wholly-owned, indirect subsidiary of Synagro Technologies, Inc., operates the MWRA Biosolids Processing Facility (BPF) in Quincy under contract. MWRA pays a fixed monthly amount for the calendar year to process up to 95.0 DTPD/TSS as an annual average (for the new contract period of January 1, 2024 through December 31, 2034). The monthly invoice is based on 95.0 DTPD/TSS (Dry Tons Per Day/Total Suspended Solids) times 365 days divided by 12 months. At the end of the year, the actual totals are calculated and additional payments are made on any quantity above the base amount. On average, MWRA processes more than 95.0 DTPD/TSS each year (FY25's budget is 99.9 DTPD/TSS and the FY26 budget is 101.4 DTPD/TSS).

**CY25 Sludge Delivered to BPF**



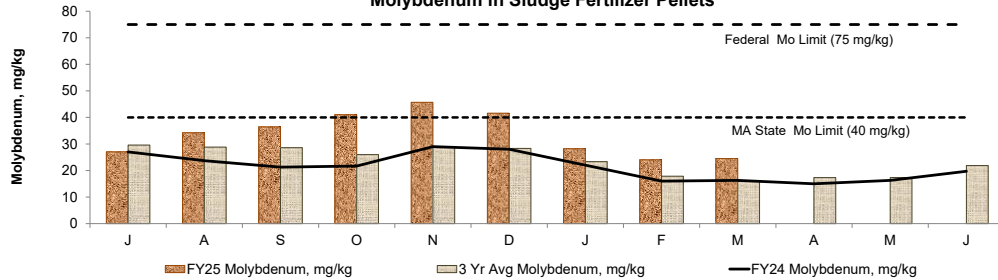
The average quantity of sludge pumped to the Biosolids Processing Facility (BPF) in the 3<sup>rd</sup> Quarter was 96.2 TSS Dry Tons Per Day (DTPD), 1.8% above target with the FY25 budget of 94.5 TSS DTPD for the same period. The slightly higher amount of sludge sent to the BPF this quarter can be partially attributed to higher overall sludge production at DITP in March.

**CY25 Monthly Average % Capture of Processed Sludge**



The contract requires NEFCO to capture at least 90.0% of the solids delivered to the Biosolids Processing Facility. The average capture for the 3<sup>rd</sup> Quarter was 90.96%.

**Molybdenum in Sludge Fertilizer Pellets**



Copper, lead, and molybdenum (Mo) are metals of concern for MWRA as their concentrations in its biosolids have, at times, exceeded regulatory standards for unrestricted use as fertilizer. Molybdenum-based cooling tower water is a significant source of Mo in the sludge fertilizer pellets. The Federal standard for Mo is 75 mg/kg. The Massachusetts Type 1 biosolids standard for molybdenum was changed from 25 mg/kg to 40 mg/kg in 2016, allowing MWRA to sell its pellets in-state for land application whereas the previous limits forced several months' worth of pellets to be shipped out of state.

The levels were below the DEP Type 1 limit for copper and lead during the 3<sup>rd</sup> Quarter. For Mo, the preliminary level in the MWRA sludge fertilizer pellets for the 3<sup>rd</sup> Quarter averaged 25.6 mg/kg, 34% above the 3 year average, 36% below the MA State Limit, and 66% below the Federal Limit. The 24.5 mg/kg average Mo for March is a preliminary figure pending final approval of reportable Mo results from the laboratory.

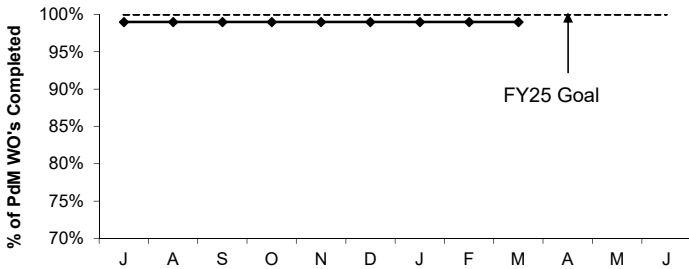
# Deer Island Maintenance

3<sup>rd</sup> Quarter - FY25

## Productivity Initiatives

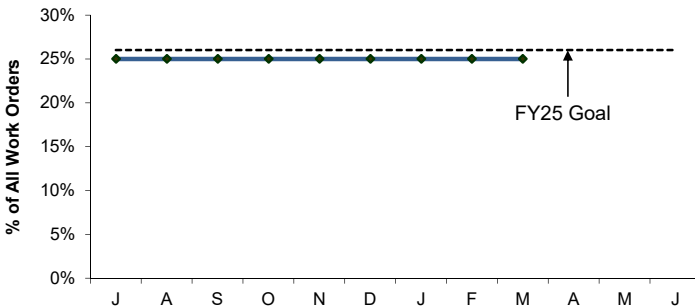
Productivity initiatives include increasing predictive maintenance compliance and increasing PdM work orders. Accomplishing these initiatives should result in a decrease in overall maintenance backlog.

### Predictive Maintenance Compliance



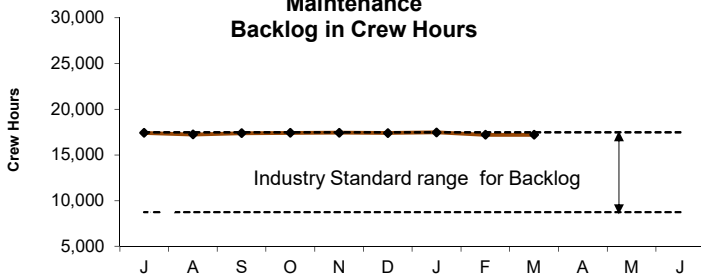
Deer Island's FY25 predictive maintenance goal is 100%. DITP completed 99% of all PdM work orders this quarter. DITP is continuing with an aggressive predictive maintenance program. Deer Island is slightly below our goal this quarter.

### Predictive Maintenance



Deer Island's increased FY25 predictive maintenance goal is 26% of all work orders to be predictive. 25% of all work orders were predictive maintenance this quarter. The industry is moving toward increasing predictive maintenance work to reduce downtime and better predict when repairs are needed.

### Maintenance Backlog in Crew Hours



DITP's maintenance backlog at Deer Island is 17,188 hours this quarter. DITP is below the industry average for backlog. The industry Standard for maintenance backlog with 97 staff (currently planned staffing levels) is between 8,730 hours and 17,460 hours. Backlog is affected by (7) Vacancies; (1) Electrician, (1) HVAC Technician and (5) I&C Staff. Management continues to monitor backlog and to ensure all critical systems and equipment are available.

## Proactive Initiatives

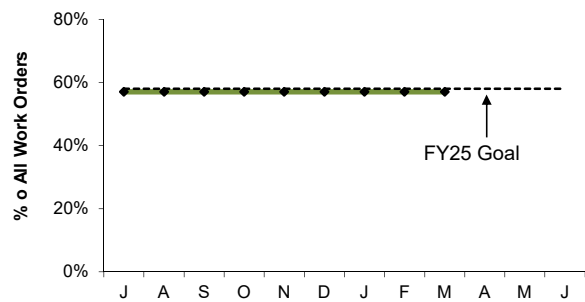
Proactive initiatives include completing 100% of all preventative maintenance tasks and increasing preventative maintenance kitting. These tasks should result in lower maintenance costs.

### Preventive Maintenance Compliance



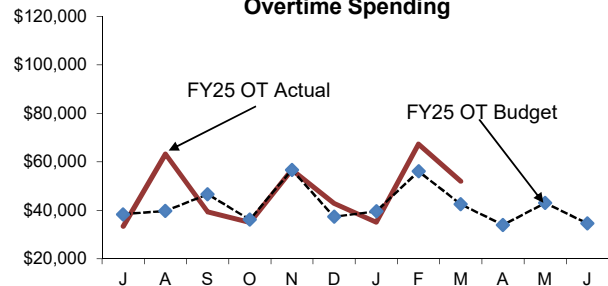
Deer Island's FY25 preventative maintenance goal is 100% completion of all work orders from Operations and Maintenance. DITP completed 99% of all PM work orders this quarter. Deer Island was slightly below our goal, but within Best in Class Target.

### Maintenance Kitting



Deer Island's increased FY25 maintenance kitting goal is 58% of all work orders to be kitted. 57% of all work orders were kitted this quarter. Kitting is staging of parts or material necessary to complete maintenance work. This has resulted in more wrench time and increased productivity.

### Overtime Spending



Maintenance overtime was over budget by \$16K this quarter and \$32k over for the year. Management continues to monitor backlog and to ensure all critical equipment and systems are available. This quarter's overtime was predominately used for Storm Coverage/High Flows, Pump and Grinder Clogging Issues, Instrumentation Corrective Maintenance, Primary Clarifier Tank Work, North Main RWW Pump #6 coupling Air Line Vent fabrication, and Grit Conveyor #6 Belt Replacement.



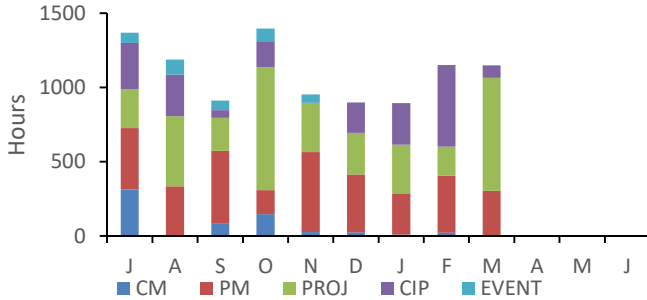
# Water Distribution System Valves

3<sup>rd</sup> Quarter - FY25

## Background

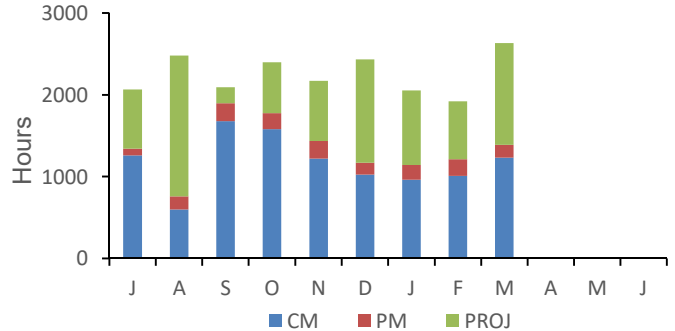
Valves are exercised, rehabilitated, or replaced in order to improve their operating condition. This work occurs year round. Valve replacements occur in roadway locations during the normal construction season, and in off-road locations during the winter season. Valve exercising can occur year round but is often displaced during the construction season. This is due to the fact that a large number of construction contracts involving rehabilitation, replacement, or new installation of water lines, requires valve staff to operate valves and assist with disinfection, dechlorination, pressure-testing, and final acceptance. Valve exercising can also be impacted due to limited redundancy in the water system; valve exercising cannot be performed in areas where there is only one source of water to the community meters or flow disruptions will occur.

**Water Valve Labor Hours**



During 3<sup>rd</sup> Quarter of FY25 there was a total of 3,195 hours worked. Percentage breakdown; Corrective Maintenance 1%, Preventative Maintenance 30%, Project 40%, Capital Improvement Project 29%, Event - Wtr Fountain 0%

**Water Pipeline Labor Hours**



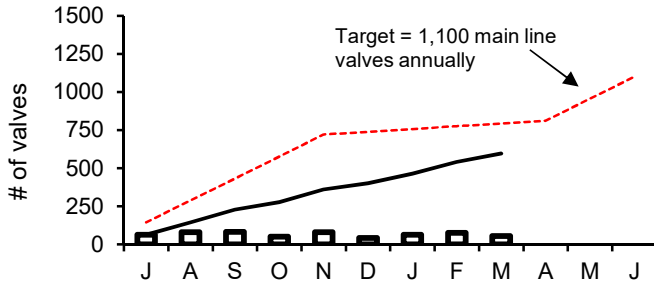
During 3<sup>rd</sup> Quarter of FY25 there was a total of 6,607 hours worked. Percentage breakdown; Corrective Maintenance 48%, Preventative Maintenance 8%, Project 43%

Type of Valve	Inventory #	Operable Percentage	
		FY25 to Date	FY25 Targets
Main Line Valves	2,255	97.5%	95%
Blow-Off Valves	1,755	98.8%	95%
Air Release Valves	1,548	96.7%	95%
Control Valves	49	100.0%	95%

Key to Symbols:

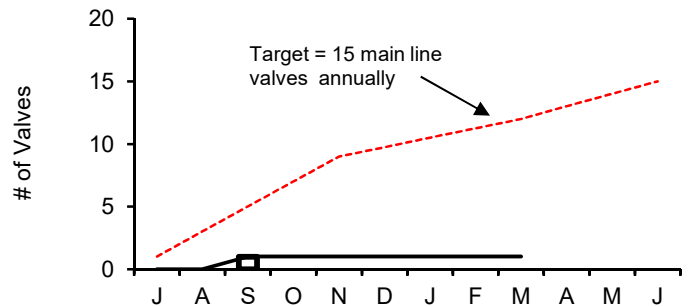
- FY25 Monthly Total
- FY25 Cumulative Total
- FY25 Target

**Main Line Valves Exercised**



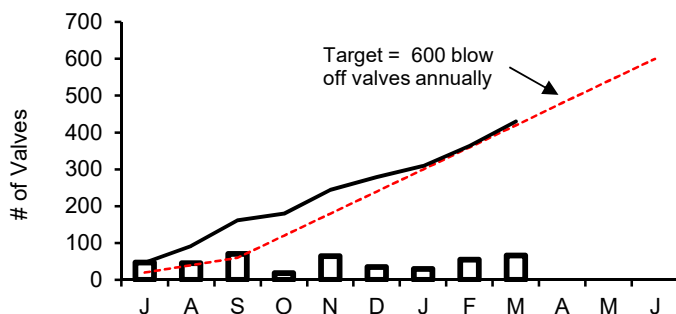
During 3<sup>rd</sup> Quarter of FY25, 195 main line valves were exercised. The total exercised for the fiscal year to date is 596.

**Main Line Valves Replaced**



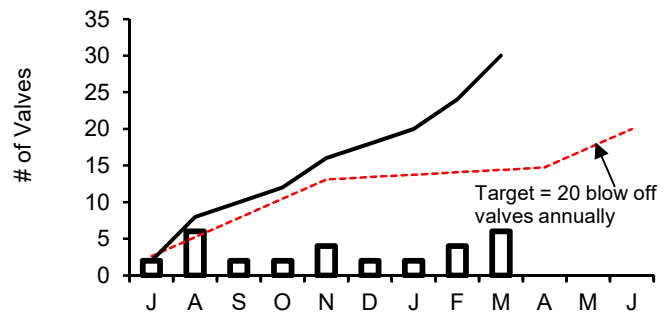
During 3<sup>rd</sup> Quarter of FY25, there was 0 main line valves replaced. The total replaced for the fiscal year to date is 1.

**Blow-Off Valves Exercised**



During 3<sup>rd</sup> Quarter of FY25, 151 blow off valves were exercised. The total exercised for the fiscal year to date is 430.

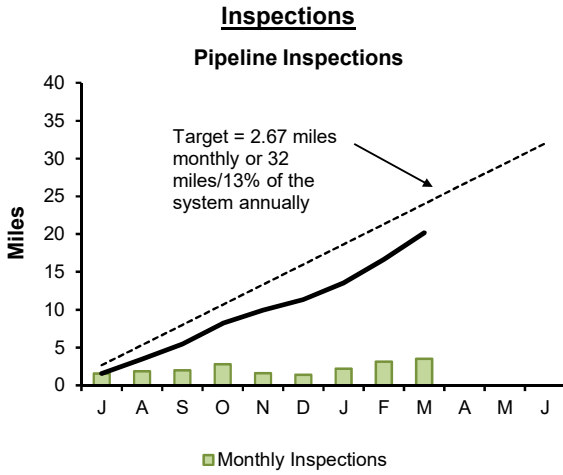
**Blow-Off Valves Replaced**



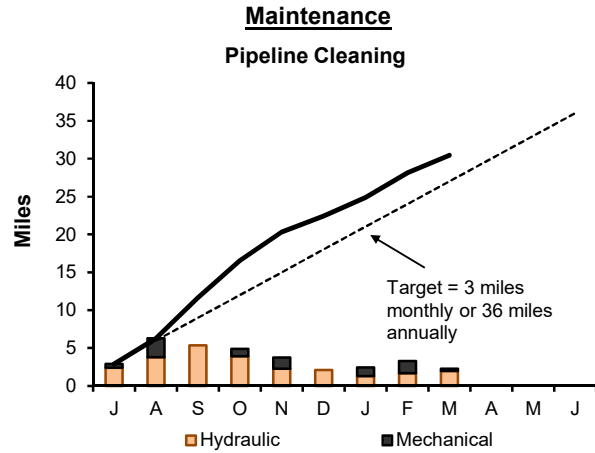
During 3<sup>rd</sup> Quarter of FY25, there were 12 blow off valves replaced. The total replaced for the fiscal year to date is 30.

# Wastewater Pipeline and Structure Inspections and Maintenance

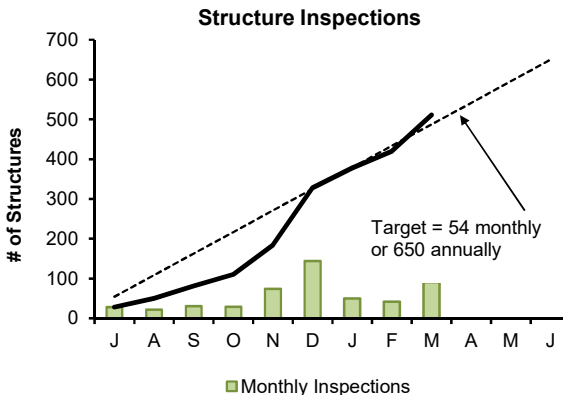
3<sup>rd</sup> Quarter - FY25



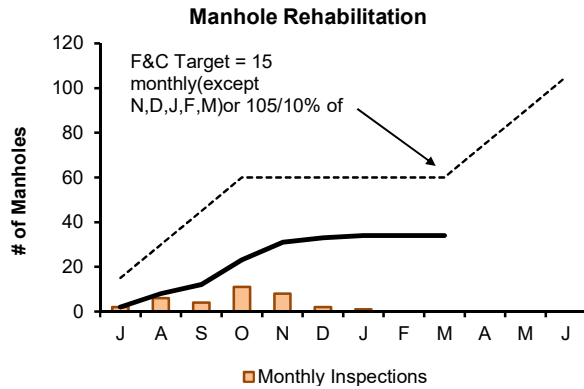
Staff internally inspected 8.83 miles of MWRA sewer pipe during this quarter. The year to date total is 20.17 miles. No Community Assistance was provided.



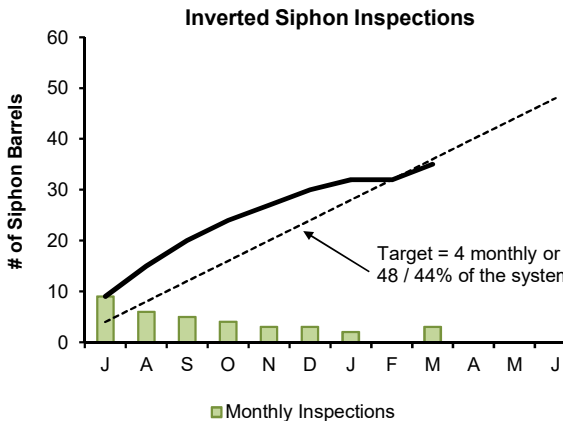
Staff cleaned 8 miles of MWRA sewer pipe this quarter, and removed 17.85 yards of grit. The year to date total is 30.45 miles. Community Assistance was provided to Medford and Somerville.



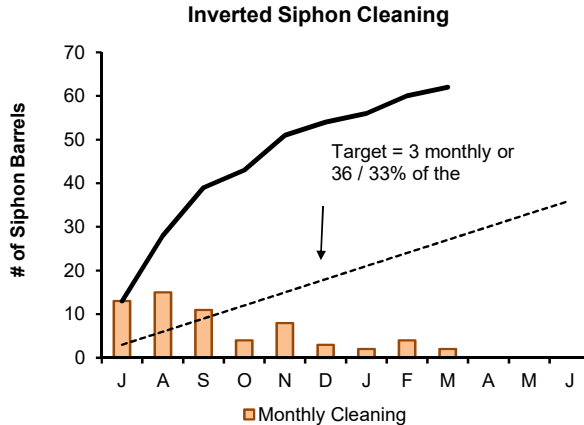
Staff inspected the 36 CSO structures and performed 183 other additional manhole/structure inspections during this quarter. The year to date total is 511 inspections.



Staff replaced 1 frame and cover replacement this quarter. The year to date total is 34.



Staff inspected 5 siphon barrels this quarter. The year total is 35 inspections.

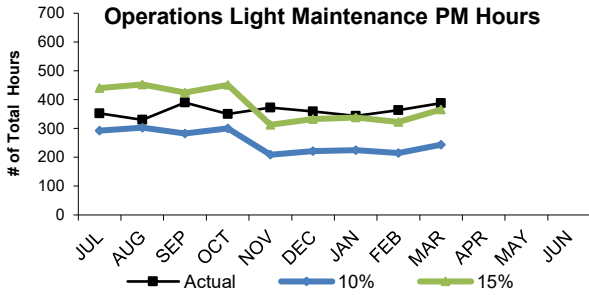


Staff cleaned 8 siphon barrels this quarter. Year to date is 62 barrels cleaned.

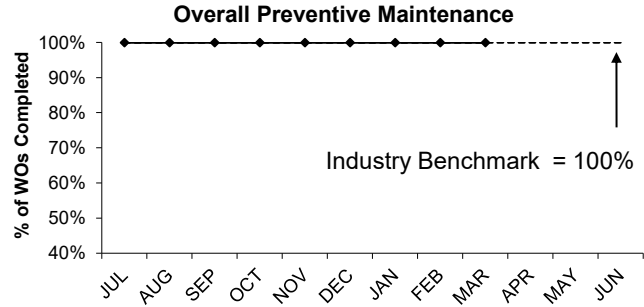
# Field Operations' Metropolitan Equipment & Facility Maintenance

3<sup>rd</sup> Quarter - FY25

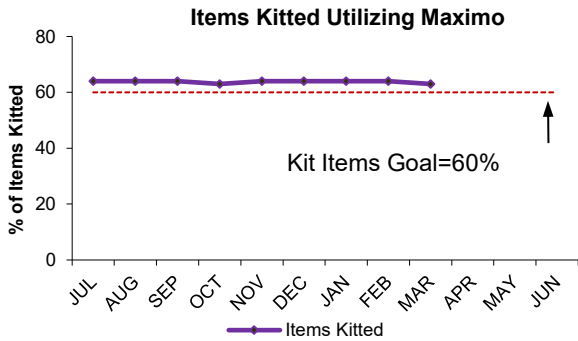
Several maintenance and productivity initiatives are in progress. The goal for the Overall PM completion and the Operator PM completion is 100%. The Operator PM and kitting initiatives frees up maintenance staff to perform corrective maintenance and project work, thus reducing maintenance spending. Backlog and overtime metrics monitor the success of these maintenance initiatives.



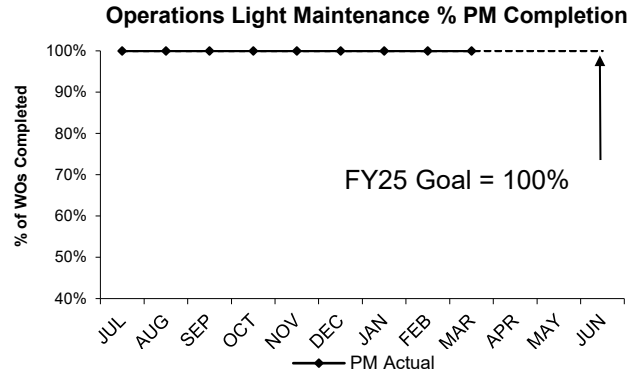
Operations staff averaged 365 hours per month of preventive maintenance during the 3rd Quarter of FY25, an average of 16% of the total PM hours for the 3rd Quarter, which is above the industry benchmark of 10% to 15%.



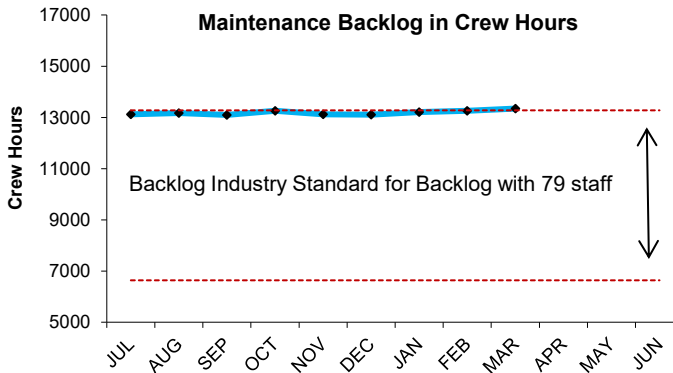
The Field Operations Department (FOD) preventive maintenance goal for FY25 is 100% of all PM work orders. Staff completed 100% of all PM work orders in the 3rd Quarter of FY25.



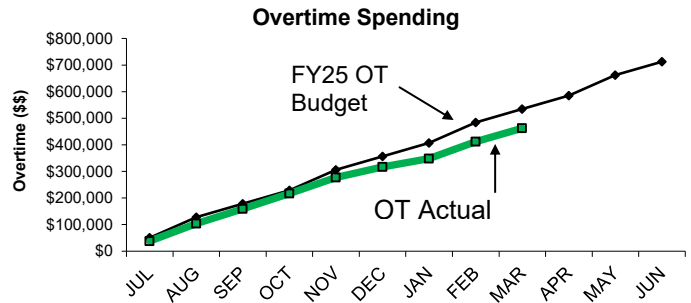
Operations' FY25 maintenance kitting goal has been set at 60% of all work orders to be kitted. Kitting is the staging of parts or material necessary to complete maintenance work. In the 3rd Quarter of FY25, 63% of all applicable work orders were kitted. This resulted in more wrench time and increased productivity.



Wastewater Operations complete light maintenance PM's which frees up maintenance staff to perform corrective maintenance. Operations' FY25 PM goal is completion of 100% of all PM work orders assigned. Operations completed 100% of PM work orders in the 3rd Quarter of FY25.



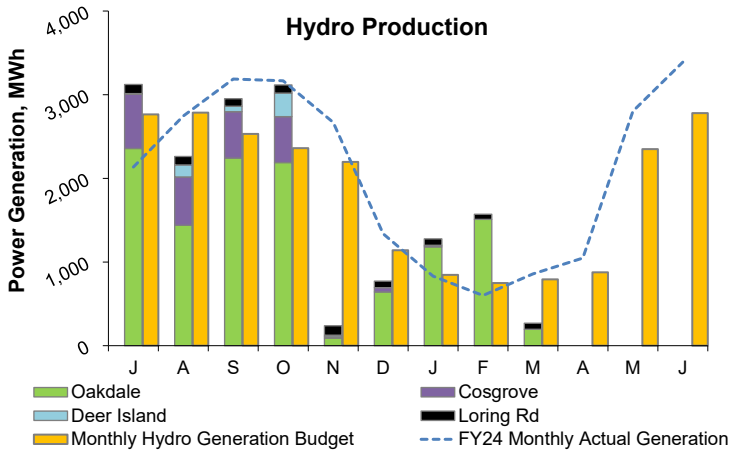
The 3rd Quarter of FY25 backlog average is 13,266 hours. Which is within the industry benchmark of 6,636 to 13,275 hours. The current backlog is due to vacancies and several large maintenance projects.



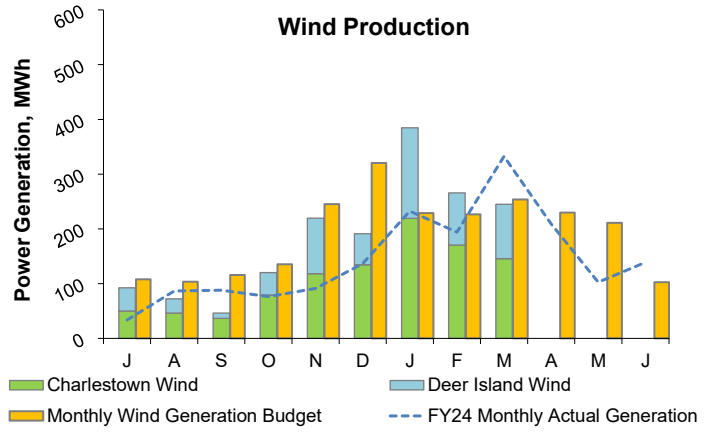
Maintenance overtime was \$10,997 under budget on average, per month, for the 3rd Quarter of FY25. Overtime is used for critical maintenance repairs and wet weather events. The overtime budget through the 3rd Quarter of FY25 is \$534,345. Overtime spending was \$462,438 which is \$71,907 under budget for the fiscal year.

# Renewable Electricity Generation: Savings and Revenue

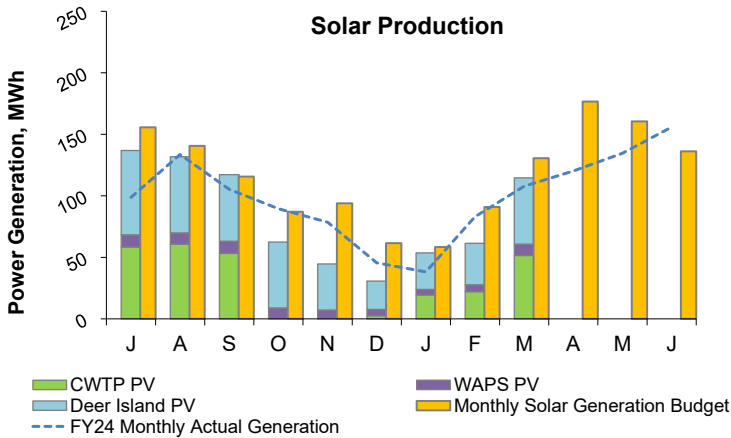
## 3<sup>rd</sup> Quarter - FY25



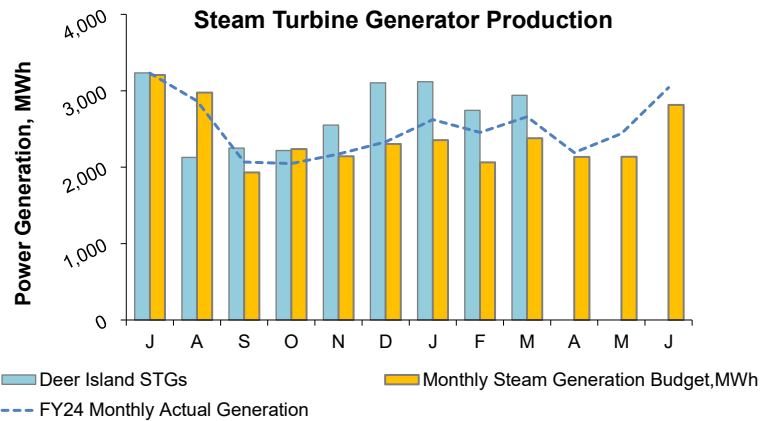
In Quarter 3, renewable energy produced from hydroelectric turbines totaled 3,211 MWh, 34% above budget. Deer Island hydroturbines were unavailable for the entire 3rd quarter as both undergo wicket gate rehabilitation and other repairs. Cosgrove was offline for most of December due to rehab work at the Wachusett Dam Lower Gatehouse, and will remain offline through June. Output from Oakdale was over target because of continued transfers between Quabbin



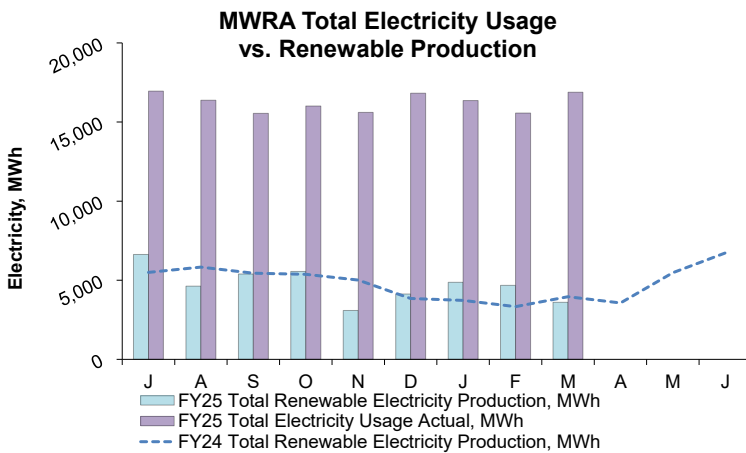
In Quarter 3, wind turbine production totaled 895 MWh, 26% above budget. Deer Island Turbine #1 has been out of service since April 2022, and was heavily damaged following a braking failure on May 29, 2023. Despite only having one turbine in service, wind turbine production at Deer Island was 47% above target due to high winds during the quarter.



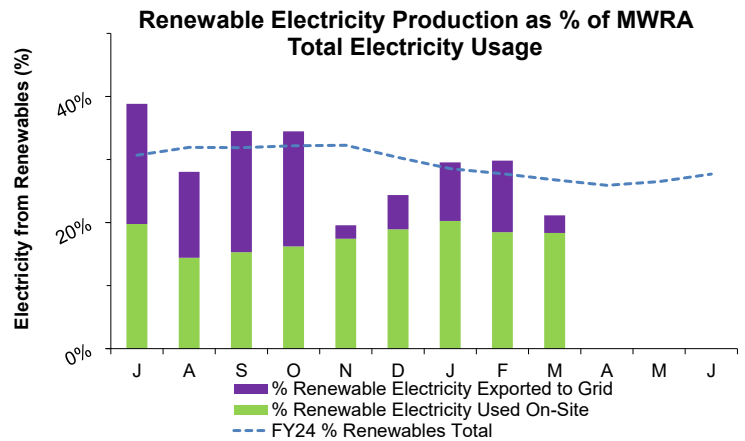
In Quarter 3, energy production from all solar PV systems totaled 138 MWh; 43% below budget<sup>1</sup>. The Deer Island Residuals Odor Control roof mounted array has been offline since September 2022 due to a failed inverter. The system will remain offline pending full replacement. The Carroll Water Treatment Plant PV system has been offline since Sept 21st due to a failed



In Quarter 3, the renewable energy produced from Deer Island's steam turbine generators totaled 8,802 MWh; 30% above budget<sup>1</sup>. Boiler operations were supplemented with fuel oil during periods of low or unstable digester gas production, greatly increasing overall STG output.



In Quarter 3, total renewable electricity production was 13,138 MWh, 29% above budget. This was primarily the result of higher-than-budgeted output from the Oakdale Hydroturbine and supplemental fuel oil use at Deer Island boilers increasing STG output in January and February. The MWRA total electricity usage is the sum of all electricity purchased for Deer Island and FOD plus electricity produced and used on-site at these facilities. Approximately 99% of FOD electrical accounts are accounted for by actual billing statements; minor accounts that are not tracked on a monthly basis such as meters and cathodic protection systems are estimated based on this year's budget.

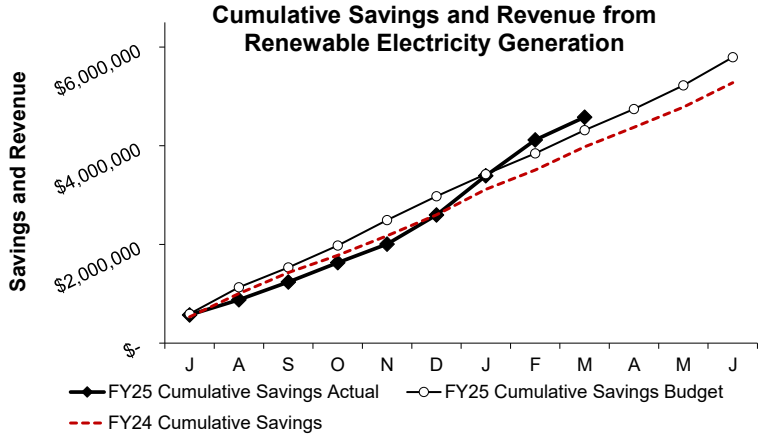
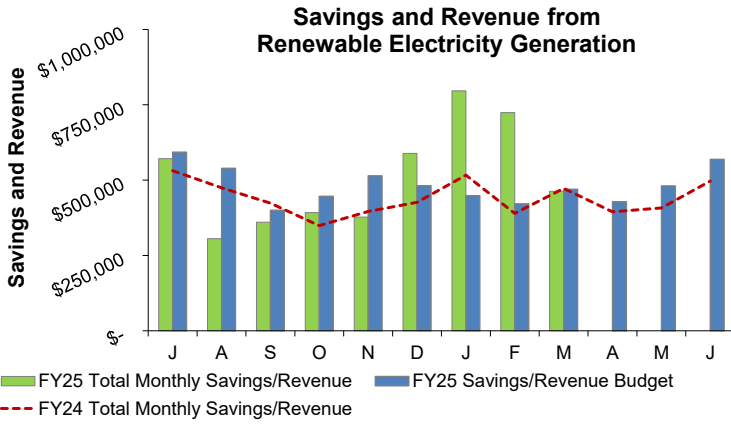


All renewable electricity generated on DI is used on-site (this accounts for more than 50% of MWRA renewable generation). Almost all renewable electricity

Notes: 1. Budget values are based on historical averages for each facility and include operational impacts due to maintenance work.

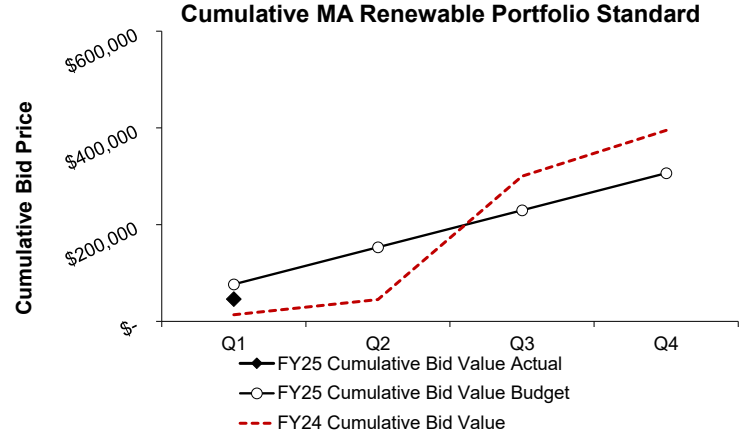
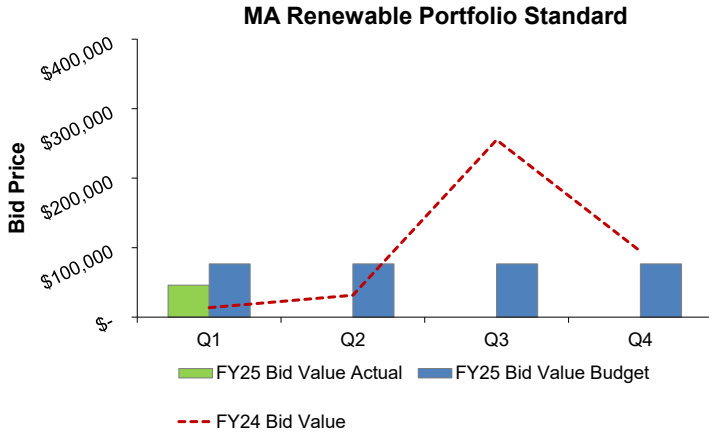
# Renewable Electricity Generation: Savings and Revenue

## 3<sup>rd</sup> Quarter - FY25



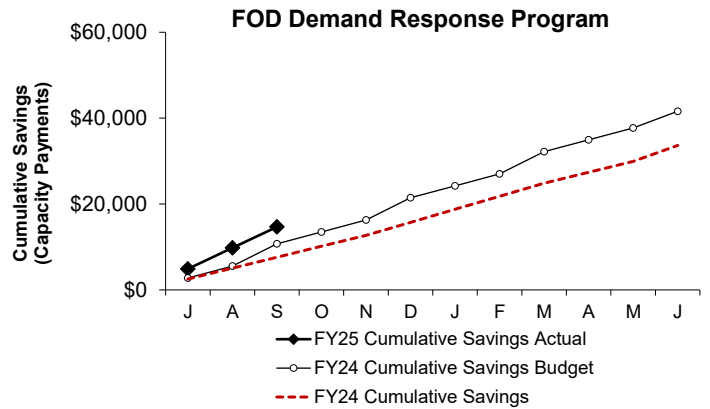
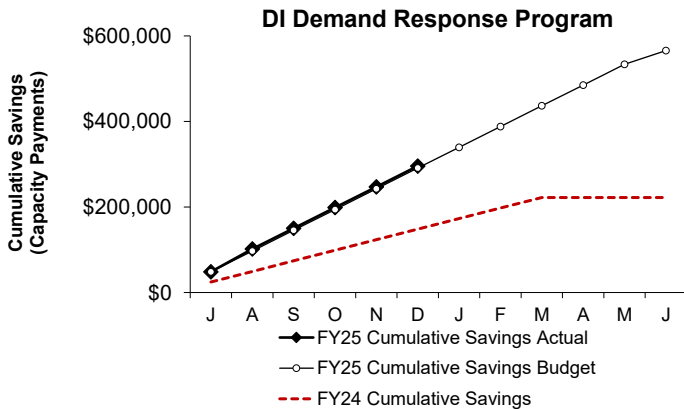
Savings and revenue from renewable sources is estimated at \$1,983,622 in Quarter 3, 48% above budget. Cumulative savings and revenue for the FY has climbed to 6% above budget. However, total savings and revenue depends heavily on electricity pricing at Deer Island, which is estimated from December through March. Savings are over estimated for January and February due to supplementary fuel oil use in the Deer Island boilers increasing STG output to above normal levels.

Savings and revenue<sup>1</sup> from all renewable energy sources include wind turbines, hydroelectric generators, solar panels, and steam turbines (DI). This includes savings and revenue due to electricity generation (does not include avoided fuel costs and RPS RECs). The use of DITP digester gas as a fuel source provides the benefit of both electricity generation from the steam turbine generators, and provides thermal value for heating the plant, equivalent to approximately 5 million gallons of fuel oil per year (not included in charts above).



Bids were awarded during the 1st Quarter<sup>2</sup> of FY25 from MWRA's renewable energy assets; 1,412 Q4 FY24 Class I Renewable Energy Certificates (RECs) were sold for a total value of \$46,033 RPS revenue; which was 40% below budget<sup>3</sup> for the Quarter. No Class II RECs are sold during Q1 and are instead banked for future sale. REC values reflect the bid value on the date that bids are accepted. Cumulative bid values reflects the total value of bids received to date.

\*MWRA's SRECs have transitioned to the Class 1 REC category starting in FY23.

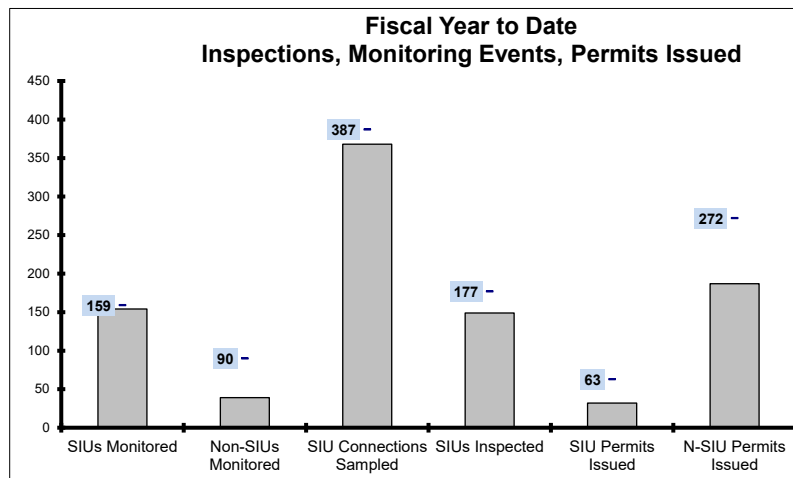


No capacity payments have been received in FY25. Currently Deer Island, Loring Rd, Brutsch Hydro, and JCWTP participate in the ISO-New England Demand Response Programs. By agreeing to reduce demand and operate the facility generators to help reduce the ISO New England grid demand during periods of high energy demand, MWRA receives monthly Capacity Payments from ISO-NE. When MWRA operates the generators during an ISO-NE called event, MWRA also receives energy payments from ISO-NE. Payments total \$295,710 through December at Deer Island, and \$14,663 through September 2024 for Loring Rd, Brutsch Hydro, and JCWTP.

- Notes:
1. Savings and Revenue: Savings refers to any/all renewable energy produced that is used on-site therefore saving the cost of purchasing that electricity, and revenue refers to any value of renewable energy produced that is sold to the grid.
  2. Only the actual energy prices are being reported. Therefore, some of the data lags up to 3 months due to timing of invoice receipt.
  3. Budget values are based on historical averages for each facility and include operational impacts due to maintenance work.

# Toxic Reduction and Control

## 3<sup>rd</sup> Quarter - FY25



EPA Required SIU Monitoring Events for FY25: 159  
YTD : **154**

Required Non-SIU Monitoring Events for FY25: 90  
YTD : **39**

SIU Connections to be Sampled For FY25: 387  
YTD: **368**

EPA Required SIU Inspections for FY25: 177  
YTD: **149**

SIU Permits due to Expire In FY25: 63  
YTD: **32**

Non-SIU Permits due to Expire in FY25: 272  
YTD: **187**

Significant Industrial Users (SIUs) are MWRA's highest priority industries due to their flow, type of industry, and/or their potential to violate limits. SIUs are defined by EPA and require a greater amount of oversight. EPA requires that all SIUs *with flow* be monitored at least once during the fiscal year.

The "SIU Monitored" data above, reflects the number of industries monitored; however, many of these industries have more than one sampling point and the "SIU Connections Sampled" data reflect samples taken from multiple sampling locations at these industries.

EPA requires MWRA to issue or renew 90 percent of SIU permits within 120 days of receipt of the application or the permit expiration date - whichever is later. EPA also requires the remaining 10 percent of SIU permits to be issued within 180 days.

	Number of Days to Issue a Permit						Permits Issued	
	0 to 120		121 to 180		181 or more		SIU	Non-SIU
	SIU	Non-SIU	SIU	Non-SIU	SIU	Non-SIU		
Jul	4	20	0	0	0	11	4	31
Aug	2	14	1	0	0	3	3	17
Sep	1	14	0	1	0	4	1	19
Oct	3	16	0	1	0	0	3	17
Nov	3	15	0	1	0	5	3	21
Dec	2	19	0	0	0	9	2	28
Jan	5	11	1	0	0	1	6	12
Feb	5	15	1	2	0	5	6	22
Mar	4	22	0	0	0	1	4	23
Apr	0	0	0	0	0	0	0	0
May	0	0	0	0	0	0	0	0
Jun	0	0	0	0	0	0	0	0
% YTD	91%	77%	9%	3%	0%	21%	32	190

TRAC's annual monitoring and inspection goals are set at the beginning of each fiscal year but they can fluctuate due to the actual number of SIUs.

In addition to the Annual SIU inspections required under TRAC's EPA approved Industrial Pretreatment Program, other inspections are usually undertaken, including for enforcement, permit renewal, follow up, temporary construction dewatering sites, group/combined permit audits, spot, sampling locations, visit only and out of business facility.

Monitoring of SIUs and Non-SIUs is dynamic for several reasons, including: newly permitted facilities; sample site changes requiring a permit change; changes in operations necessitating a change in SIU designation; non-discharging industries; a partial sample event is counted as an event even though not enough sample was taken due to the discharge rate at the time; and sometimes increased/decreased inspections lead to permit category changes requiring additional monitoring events

This is the third quarter of the MWRA fiscal year, FY25.

In this quarter, 73 permits issued.  
There were 16 SIUs, of which 14 were issued on time.  
There were 57 non-SIUs of which 48 were issued on time, with 9 late beyond 180 days.  
All of the SIU permits were issued within the 120-day timeframe.

In FY24, there have been 31 completely new permits issued: 7-LFLP, 5-02 N-SIUs, 10-Dental, 1-DEW, 1 One-Time

For the Clinton Sewer Service area, there was 0 SIU permits issued during the FY24 fiscal year.

TRAC completed 41 first time SIU monitoring events and 7 first time NSIU monitoring events.

Permit Categories, as defined in CMR 10.101(2):

**SIU**- Significant Industrial User

**DEW** - Category 12 Temporary Construction Site Dewatering Permit

**LFLP** - Category 10 Non-Significant Industrial User with Low Flow and Low Pollutant

**02 N-SIU** - Category 2 Non-Significant Industrial User

**Dental** - Category D1 Dental Group Permit

**G2** - Category G2 Group Permit for Food Processing

**One- Time** - One Time Discharge Permit

# Field Operations Highlights

3<sup>rd</sup> Quarter – FY25

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## METRO WATER OPERATIONS AND MAINTENANCE

### Valve Program:

- Valve operations to support in-house work including: Blow Off Replacement on Section 22, 90, 59, 9 A Line, 31; and leak repair on Sections 97A, Walnut Street Line, WASM15, and 37. CIP Contractors were supported by isolation and dewatering of portions of Section 29 and 89 (Contract 7117), Section 101 (Contract 7457), Section 23, 24 & 47 (Contract 6392) and W14 & W16 (Contract 7563). Other work included the disinfection of the Fells Storage Tank and mainline valve exercising of 15 water main sections.

### Water Pipeline Program

- Staff completed Blow-Off replacements in Quincy (Section 22), Belmont (Section 59), Medford (Shaft 9 A Line), Boston (Section 31) and Hyde Park (Section 90). Additional work included leak repairs on Section 97A (16-inch main) in East Boston, Brighton (WASM 15) and Walnut Street Line (36-inch main). Leak detection was performed on over 24 miles of MWRA water main and assistance was provided to 8 customer communities.

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## SCADA

### Water System Work

- Continued technical support for JCWTP PLC replacement project; configured and hardened SCADA Operating system; continued work on network management improvements in the JCWTP water system; Continued support for the Wachusett Lower Gate House Project and Steel Tank Project; installed new Verizon circuit between Blue Hill and Chestnut Hill Emergency Pump Station; configured new firewalls for western and metro remote sites.

### Wastewater System Work

- Continued work on Braintree/Weymouth Pump Station Improvements Project; continued testing the network monitoring system; installed new communication circuit at New Neponset and DeLauri Pump Stations.

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## ENVIRONMENTAL QUALITY-WATER

- Algae: On January 23 and February 25, staff met with NYDEP to discuss MWRA's algae monitoring program and explore treatment options for mitigating Chryso-sphaerella algae. On March 18 and March 25, DCR resumed routine algae sampling of Wachusett and Quabbin reservoirs, respectively. MWRA algae monitoring season for 2025 will resume in May.
- Regulatory Sampling: Sampling staff collected Q1 samples for EPA's Unregulated Contaminant monitoring Rule 5 (UCMR5). On January 13, staff conducted potability sampling associated with the CWTP Tank B overflow weir for half-plant operations. Samples were absent for total coliform and E. coli, and Train B was subsequently reactivated on January 14. On January 30, staff performed NPDES sampling as part of CWTP half plant operations. Geothermal NPDES sampling resumed on March 10 following ice-out conditions in the reservoir. On January 24, staff met with MassDEP and EPA to provide a water quality update for 2024. On March 30, sampling staff conducted potability sampling associated with the CWTP Tank A overflow weir. Samples were absent for total coliform and E.coli, resulting in full-plant activation.
- Internal Support: CWTP lead pipe-rig study sampling was performed on January 9, February 20, and March 6. On January 17, clearance samples collected at the dewatering line for Cell #3 of the Norumbega Tank were all clear. On January 22, staff performed clearance sampling at four locations at the Fells Tank, and the cell was subsequently reactivated. On February 26 and 27, staff collected water quality samples at five locations for a Legionella research study with Georgia Tech. On March 12, staff conducted clearance sampling at four sites on Section 14 and 15 in Brighton, results were typical and the pipeline was reactivated.
- Contaminant Monitoring System (CMS): This quarter, staff responded to 15 CMS alarms at 10 monitoring locations following routine response protocols during each event. Alarms occurred at Arlington, Blue Hills, Chelsea, CWTP finished water tap, Fells, Mobile trailer deployed at

## Field Operations Highlights

3<sup>rd</sup> Quarter – FY25

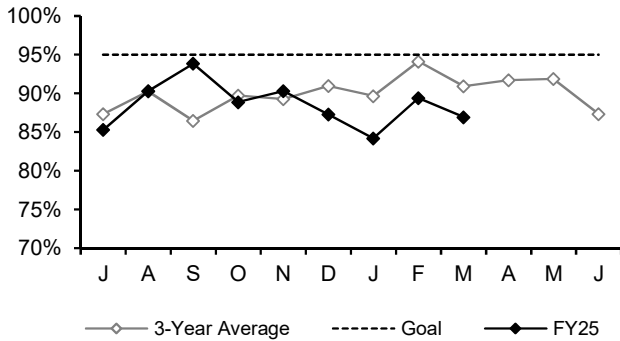
- Norumbega, Nash Hill, Route 12 Shed, Turkey Hill, and Walnut Hill. Alarms occurred at Blue Hills, Fells, Route 12 Shed, Turkey Hill, Walnut Hill, and Nash Hill due to failed sensors or prior routine maintenance at the site. All failed sensors were replaced. On January 13, the alarm on the mobile trailer deployed at Norumbega tank was caused by air bubbles entrained in the inlet of the pump. On February 9, an alarm occurred at CWTP finished tap water caused by turbid water going through the CMS panel. The incident was isolated to the panel and no turbidity increase was observed in the raw water. On March 25, staff provided comments to the project consultants on the design and technical specifications for construction of a new intake at Route 12 shed. The first quarterly inspection of the Route 12 shed intake is expected to occur in April.
- Wachusett & Quabbin Buoys: All water quality-profiling buoys were off the reservoir for the winter season. A fixed depth buoy continued to monitor water quality in Wachusett's Quinapoxet Basin. On January 17, staff coordinated with Mass State Police to perform a site inspection of the fixed depth buoy due to ice-over conditions that resulted in submersion of the buoy and a break in the anchor line. On February 20, a newly procured water quality boat was delivered to Chelsea. Registration for the new boat was completed in March.
  - Data Management Group (<http://wqdmgdev.mwra.net/>): Staff submitted monthly DEP and DPH reports on schedule. Total coliform Rule (TCR) data for Chicopee were updated in dmg databases. The CWTP SCADA cutover project continued this quarter and staff continued to meet weekly with Operations staff, and consultants to review the project progress.
  - Permitting/Environmental Compliance: In January, staff conducted new hire chemical training at CWTP. Fire Department permits were submitted and posted at CWTP and MMF. Staff assisted the Environmental & Regulatory Affairs department with Tier 2 submissions for Western Operations facilities. Annual NPDES Pollution prevention meeting was also held.
  - Chemical Contract Management: Fire Department permits were posted at CWTP and MMF. In March, staff began preparing chemical bid estimates for the following bulk chemicals, Sodium Hypochlorite, Sodium Bisulfite, Carbon Dioxide, Aqua Ammonia.
- 
- ### ENVIRONMENTAL QUALITY- WASTEWATER
- Ambient Monitoring: Review and synthesis of 2024 data continues. The first two Massachusetts Bay surveys of 2025 occurred in February and March. Staff prepared for the annual technical workshop with the monitoring consultants to discuss preliminary 2024 results.
  - Harbor/CSO Receiving Water Monitoring: Biweekly harbor and river monitoring continues. ENQUAL and DLS Indigo staff held a planning meeting to discuss the 2025 monitoring season.
  - Permitting and Compliance Reporting: In the 3<sup>rd</sup> Quarter, there were twelve notification/web posting about CSOs and blending. Posted 16 compliance documents to MWRA's website. Review is ongoing of other draft permits and EPA regulations that have comment periods ending in early 2025.
  - Coordination with other MWRA Departments: Assisted Engineering & Construction by participating in community CSO coordination meetings and review of reports, and meeting with watershed associations. Completed transition for custody of Planning views from ENQUAL to Planning and with MIS to migrate Webi reports to use new data source. Provided feedback to Engineering from usability testing on Badger Remote Monitoring application.
  - Cooperation with other agencies: Staff attended Gulf of Maine HAB Symposium to remain informed of harmful algal bloom management challenges in the Gulf of Maine. Staff also continued to discuss with the MassBays National Estuary Program a planned symposium on Massachusetts Bay/Gulf of Maine environmental monitoring. Provided 2024 Massachusetts Bay data to MIT Sea Grant for research on applying data mining and visualization techniques to environmental data.

# Laboratory Services

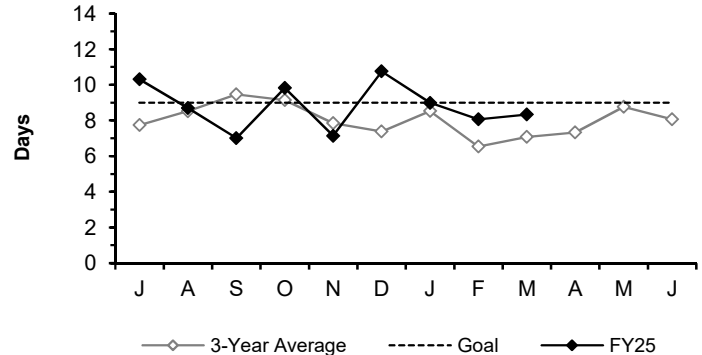
3<sup>rd</sup> Quarter - FY25

Laboratory Services supports the laboratory sampling, testing, and consulting needs of various client groups primarily in the Operations Division. This includes drinking water transmission and treatment, wastewater collection and treatment, wastewater residuals management, industrial-pretreatment monitoring, and environmental quality.

**Percent On-Time Results**



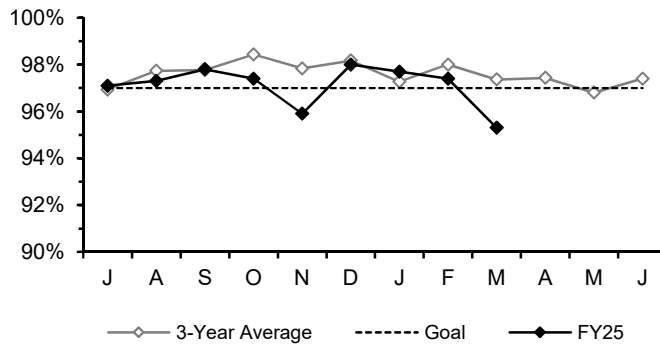
**Turnaround Time**



*The Percent On-Time measurement assesses performance against internal client due dates. These due dates are shorter than the compliance reporting requirements to allow for internal review of the data.*

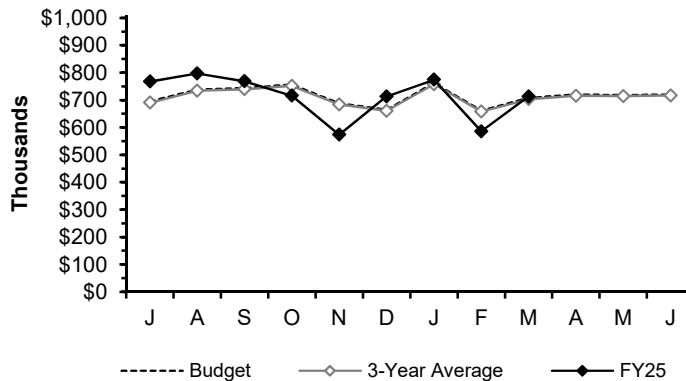
*Turnaround Time measures the average time from sample receipt to sample completion.*

**Percent QC Within Specifications**



*Percent QC Within Specifications measures the fraction of Quality Control tests that met required limits during the month.*

**Value of Services Rendered**



*Value of Services Rendered models the true cost of the lab work performed, including fringe benefits that are not a part of the Laboratory Services budget.*

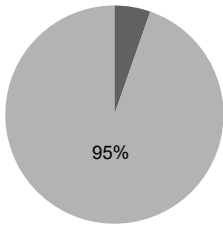
**School Lead Program:** During the 3rd quarter of FY25, MWRA’s lab completed 818 tests from 24 schools and childcare facilities in 13 communities. Since 2016, MWRA’s Laboratory has conducted over 44,700 tests from 675 schools and daycares in 48 communities. We have also completed 1084 home lead tests under the DPH sampling program and 2218 lead tests in response to resident requests since 2017.

# CONSTRUCTION PROGRAMS

# Engineering & Construction Projects In Construction

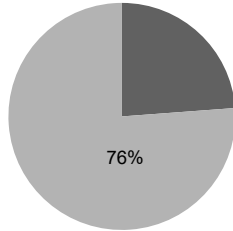
3<sup>rd</sup> Quarter – FY25

### Cost



■ Amount Remaining  
■ Billed to Date

### Time



■ Time Remaining  
■ Time Expended

### Carroll Water Treatment Plant SCADA Improvements

*Project Summary:* The current SCADA control equipment has reached the end of its useful life, and future vendor support for the installed PLC base is no longer guaranteed. This contract includes the supply and installation of replacement instrumentation panels, PLC's, UPS backup power, fiber-optic communication network, wiring between the existing panels, and new equipment and refurbishment of the operator control room. In addition, a new server room equipped with HVAC and fire suppression is being constructed to house redundant computer hardware supporting active and backup SCADA systems.

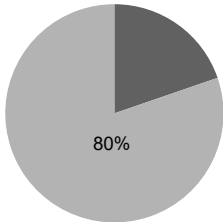
*Contract Amount:* \$13,681,336.62

*Contract Duration:* 1,675 Days

*Notice to Proceed:* 1-Sep-21

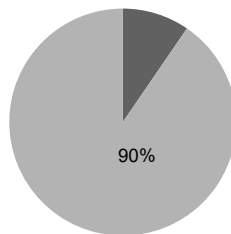
*Contract Completion:* 3-Apr-26

### Cost



■ Amount Remaining  
■ Billed to Date

### Time



■ Time Remaining  
■ Time Expended

### Section 89 Replacement Pipeline

*Project Summary:* This project will include replacement of a 10,500-foot portion of PCCP with class IV reinforcing wire, line valves and appurtenances, and abandonment of the 118-year old, 24-inch diameter cast iron Section 29 pipeline.

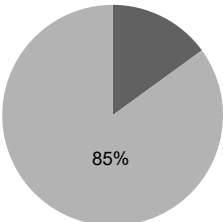
*Contract Amount:* \$36,573,441.60

*Contract Duration:* 1,475 Days

*Notice to Proceed:* 5-Aug-21

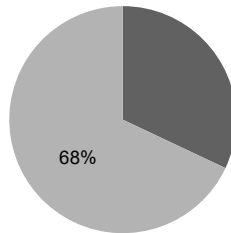
*Contract Completion:* 19-Aug-25

### Cost



■ Amount Remaining  
■ Billed to Date

### Time



■ Time Remaining  
■ Time Expended

### Intermediate High Pipeline Improvements CP2

*Project Summary:* This contract includes replacement and hydraulic pipe size increase from 16 to 20 inches of 5,900 linear feet for Section 25 and the cleaning and lining rehabilitation of 3,300 linear feet of Section 24 along with replacement of revenue Meters 2 and 40 (both serving Watertown). The majority of this work is located in Watertown with minor work in Newton at the crossing of the Charles River. This project also reroutes Section 25 from Common Street in Watertown, to Bellevue Road, Russell Avenue and extending along Mount Auburn Street per the request of the City of Watertown following road reconstruction work in Common Street.

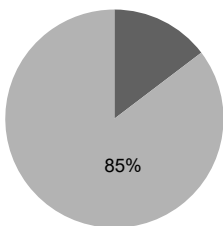
*Contract Amount:* \$21,152,424.94

*Contract Duration:* 912 Days

*Notice to Proceed:* 20-Jul-23

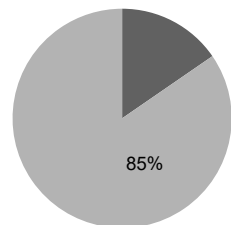
*Contract Completion:* 17-Jan-26

### Cost



■ Amount Remaining  
■ Billed to Date

### Time



■ Time Remaining  
■ Time Expended

### Construction of Water Mains – Section 101

*Project Summary:* This construction contract consists of a new 36-inch diameter water main and appurtenances extending from MWRA's Meter 182 at the Waltham/Lexington town line down Lexington Street to Totten Pond Road, where it will connect to Waltham's water system. This new water main will provide sufficient capacity to maintain water service to Waltham during the anticipated shutdown of MWRA's WASM 3 pipeline and the Lexington Street Pumping Station for future rehabilitation.

*Contract Amount:* \$35,881,736.35

*Contract Duration:* 1175 Days

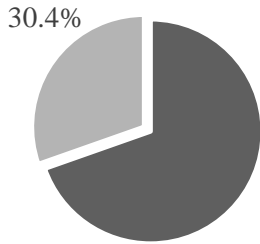
*Notice to Proceed:* 12-Jul-22

*Contract Completion:* 29-Sep-25

# Deer Island Wastewater Treatment Plant Projects In Construction

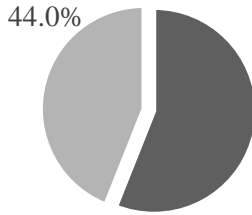
3<sup>rd</sup> Quarter – FY25

Cost



- Amount Remaining
- Billed to Date

Time



- Time Remaining
- Time Expended

### 7395 - Clarifier Rehabilitation Phase 2

**Project Summary:** This project involves the replacement of the original remaining scum and sludge equipment, as follows: over 400 Primary Clarifier influent, effluent, and dewatering gates; 384 primary effluent cross channel gate actuators; approximately 450 secondary scum influent gates and actuators; wear strip rails, 768 head shaft and idler sprockets; over 3000 linear feet of influent channel aerations piping systems; 360 head shafts collector drives and chains; return sludge line vent piping; approximately 400 concrete and aluminum hatches and associated electrical and control systems.

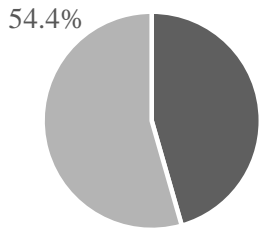
**Contract Amount:** \$289,595,007

**Contract Duration:** 1710 Days

**Notice to Proceed:** 10-Mar-23

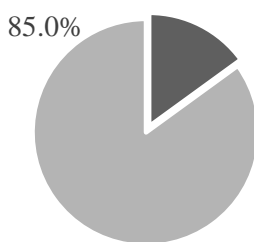
**Contract Completion:** 14-Nov-27

Cost



- Amount Remaining
- Billed to Date

Time



- Time Remaining
- Time Expended

### 7734 - Deer Island Treatment Plant Roofing

#### Replacement at Various Buildings

**Project Summary:** This project includes the removal and replacement of 86,500 square feet of roofing on the following buildings: Cryogenic Compressor; Gravity Thickener Complex; Thermal/Power Plant; Main Switchgear; and Digester Complex Modules 1, 2 and 3. Buildings to be reroofed in the Digester Complex include: Module 1- Digester Equipment Complex Roof, Elevator/Stair Lobby Roof and Elevator Penthouse Roof; Module 2 - Digester Equipment Complex Roof; and Module 3- Digester Equipment Complex Roof and Elevator Penthouse Roof.

**Contract Amount:** \$8,879,303.15

**Contract Duration:** 540 Days

**Notice to Proceed:** 28-Dec-2023

**Contract Completion:** 20-Jun-2025

# CSO CONTROL PROGRAM

3<sup>rd</sup> Quarter – FY25

## Overview

In compliance with milestones in the Federal District Court Order, all 35 projects in the CSO Long-Term Control Plan (LTCP) were complete as of December 2015. Subsequently, MWRA completed a multi-year CSO post-construction monitoring program and performance assessment, filing the Final CSO Post Construction Monitoring Program and Performance Assessment Report with the Court and submitted copies to EPA and DEP in December 2021. April 2024 Annual report shows an 88% reduction in CSO in a typical year, from 3.3 billion gallons to 397 million gallons, with 78 of 86 outfalls meet or materially meet the LTCP goals for CSO activation frequency and volume. MWRA and its member CSO communities are moving forward with plans to bring 6 CSOs in line with the LTCP goals. With respect to the remaining CSO outfalls, MWRA and its CSO Consultant (AECOM) continue to investigate alternative to move closer to LTCP goals.

## MWRA CSO Performance Assessment

- In November 2017, MWRA signed a contract for CSO Post-Construction Monitoring and Performance Assessment with AECOM Technical Services, Inc. The contract includes CSO inspections, overflow metering, hydraulic modeling, system performance assessments and water quality impact assessments, culminating in the submission of a report to EPA and MassDEP in December 2021 verifying whether the LTCP goals are attained.
- AECOM continues to support efforts to advance projects identified not to meet performance goals the CSOs and evaluate alternatives for these challenging sites.
- MWRA submitted a Supplement to the Post-Construction Monitoring and Performance Assessment report in December 2024, completing its court ordered obligation.

## Court Ordered Levels of CSO Control

In this quarter MWRA held its last scheduled meetings with CLF and the DEP/EPA. The last meeting completing our obligation was jointly held with CLF and DEP/EPA on 12/13/2024.

## Ongoing Projects as of April 1, 2025

- *East Boston CSO Control*: BWSC completed Phase 3 of East Boston CSO Control in spring 2024. Phase 4 includes five sewer separation contracts, finishing by 2030. The first contract will be advertised in spring 2025, with work starting in July.  
*South Boston –Contract 1 completed September 2023, Contract 2 projected to be completed by 4/6/2026, Contract 3 is ongoing and Contract 4 still in design.*  
*Somerville Marginal New Pipe Connection*- the Somerville Marginal New Pipe Connection, stemming from a variance optimization study, will add a controlled pipe from the CSO influent conduit to the interceptor. The \$4.4M project, under Contract 7985 with RJV, aims to reduce CSO activation and volume. NTP was issued on 10/26/24, with mobilization set for April 2025 and completion by December 2025.
- *Roxbury Sewer Separation- Phase 3 work complete paving remains to be completed spring 2025.*

- *Fort Point Channel and Mystic Confluence* – The FAA/MOU was amended on 12/13/23 to add BOS013, then revised on 1/29/24 to increase funding to \$11.9M due to higher-than-expected construction costs. All work has been completed working with BWSC to close out the contract before June 30, 2025.
- *CAM005 weir will be raised and lengthened to reduce CSO activation and frequency. A Draft Preliminary Design workshop was held on 12/19/24 with Cambridge DPW and Mount Auburn Hospital. The task order to modify the RE-051 weir wall is advancing towards the 90% design.*

## CSO variances

MassDEP has issued multi-year CSO variances allowing MWRA, Cambridge, and Somerville to continue limited CSO discharges to Alewife Brook, the Upper Mystic River, and the Charles River lower basin. The 2024 variances require Updated LTCPs, addressing CSO control levels, cost evaluations, performance improvements, public participation, and affordability.

- Plan Timeline: Draft Updated LTCP due December 2025, Final Plan due December 2027.
- Approval & Schedule: MassDEP and EPA conditionally approved MWRA's Scope of Work on 5/11/2022. A schedule extension was submitted on 9/22/22, and in May 2023, EPA/MassDEP confirmed adherence to the revised schedule.
- Meetings & Public Engagement: Monthly meetings track progress, with the last held on 4/9/2025 and the next on 5/14/2025. A public meeting on Alternatives Development and Financial Capability Analysis was held on 1/22/2025. Next public meeting scheduled for late spring/early summer 2025.
- Completed & Upcoming Studies:
  - o Alewife PS Optimization (submitted 4/27/2021)
  - o Somerville Marginal CSO Reduction Study (submitted 12/27/2021)
  - o Alewife Brook & Charles River System Optimization (submitted 12/28/2022)
  - o MWRA CSO Variances Optimization Measures Report (submitted 1/31/2023)
  - o Odor control feasibility study (due 6/1/2025)
  - o Real-time notification study (due 8/31/2025)
  - o Floatables control study (due 10/1/2025)

# CIP Expenditures

3<sup>rd</sup> Quarter – FY25

FY25 Capital Improvement Program Expenditure Variances through March by Program - (\$ in thousands)				
Program	FY25 Budget Through March	FY25 Actual Through March	Variance Amount	Variance Percent
Wastewater	\$124,642	\$73,641	(\$51,001)	-41%
Waterworks	\$77,231	\$52,509	(\$24,722)	-32%
Business and Operations Support	\$15,783	\$6,800	(\$8,983)	-57%
<b>Total</b>	<b>\$217,656</b>	<b>\$132,950</b>	<b>(\$84,706)</b>	<b>-39%</b>

## Wastewater:

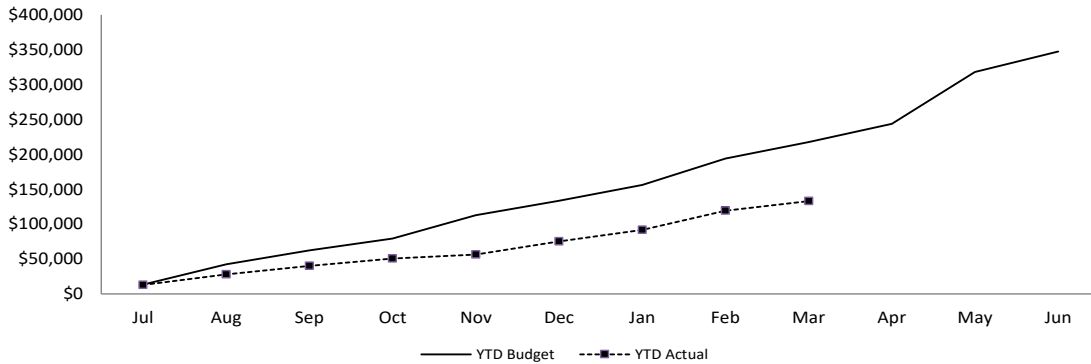
- Spending was less than planned in Wastewater primarily due to less than anticipated distributions for the I/I Local Financial Assistance program, later than anticipated awards for the Clinton Digester Cover Replacement and Hayes Pump Station Rehab contracts, delays in DITP Roofing Replacement due to long lead time for receiving materials, and schedule change for the Siphon Structure Rehab.
- This less than planned spending was partially offset by greater than planned contractor progress and additional equipment delivery sooner than anticipated for Deer Island Treatment Plant Clarifier Rehabilitation Phase 2 Construction.

## Water:

- Spending was less than planned in Waterworks primarily due to updated schedule for the Walnut Hill Steel Water Tank Painting and Improvements contract, lower than projected spending for Metropolitan Water Tunnel Program Administration, Legal & Public Outreach and Program Support Services, contract awards later than anticipated for the Metropolitan Water Tunnel Program Final Design/ESDC and Section 75A and 47 Extension CP-1, less than anticipated contractor progress for Section 89/29 Replacement, lower than projected task order work for CWTP Technical Assistance, less than planned consultant work for the WASM 3 MEPA/Design/CA/RI contract, and longer lead-time on some larger items and a change in design for the multi-orifice valve for the Wachusett Lower Gatehouse Pipe Replacement project.
- This less than planned spending was partially offset by contractor progress for Waltham Section 101 Pipeline Construction, Section 24 & 25 Construction CP-2, and FY24 planned work performed in FY25 for Northern Extra High CP-1 Improvements.

## Budget vs. Actual CIP Expenditures (\$ in thousands)

Total FY25 CIP Budget of \$347,348



## Construction Fund Management

All payments to support the capital program are made from the Construction Fund. Sources of fund in-flows include bond proceeds, commercial paper, SRF reimbursements, loan repayments by municipalities, and current revenue. Accurate estimates of cash withdrawals and grant payments (both of which are derived from CIP spending projections) facilitate planning for future borrowings and maintaining an appropriate construction fund balance.

Cash Balance as of 3/29/25	\$101.8 billion
Unused capacity under the debt cap:	\$2.5 billion
Estimated date for exhausting construction fund without new borrowing:	Apr 2025
Estimated date for debt cap increase to support new borrowing:	Not anticipated at this time
Commercial paper/Revolving loan outstanding:	\$ 92 million
Commercial paper capacity / Revolving Loan	\$ 158 million
Budgeted FY25 Cash Flow Expectancy*:	\$245 million

## DRINKING WATER QUALITY AND SUPPLY

# Source Water – Microbial Results and UV Absorbance

## 3<sup>rd</sup> Quarter – FY25

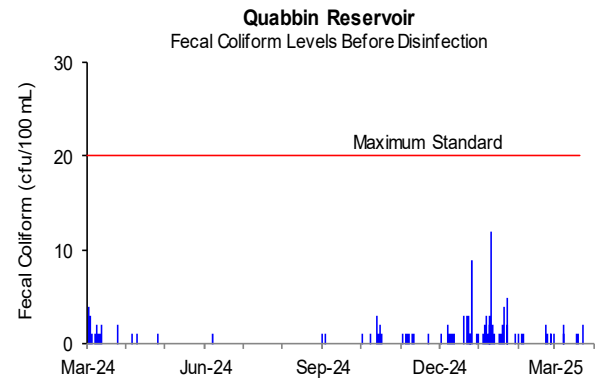
### Source Water – Microbial Results

Total coliform bacteria are monitored in both source and treated water to provide an indication of overall bacteriological activity. Most coliforms are harmless. However, fecal coliforms, a subclass of the coliform group, are identified by their growth at temperatures comparable to those in the intestinal tract of mammals. They act as indicators of possible fecal contamination. The Surface Water Treatment Rule for unfiltered water supplies allows for no more than 10% of source water samples prior to disinfection over any six-month period to have more than 20 fecal coliforms per 100mL.

#### Sample Site: Quabbin Reservoir

Quabbin Reservoir water is sampled at the William A. Brusch Water Treatment Facility raw water tap before being treated and entering the CVA system.

All samples collected during the quarter were below 20 cfu/100mL. **For the current six-month period, 0.0% of the samples have exceeded a count of 20 cfu/100mL.**

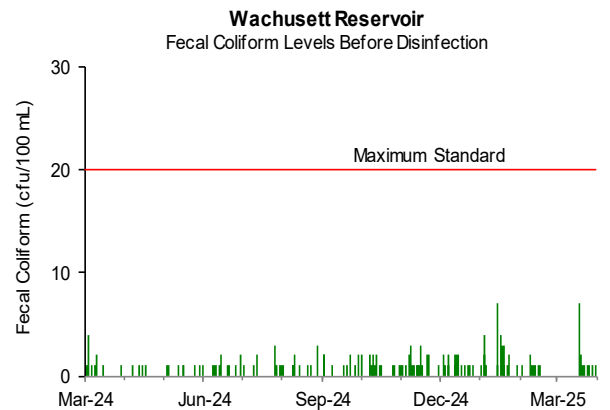


#### Sample Site: Wachusett Reservoir

Wachusett Reservoir water is sampled at the CWTP raw water tap in Marlborough before being treated and entering the MetroWest/Metropolitan Boston systems.

In the wintertime when smaller water bodies near Wachusett Reservoir freeze up, many waterfowl will roost in the main body of the reservoir - which freezes later. This increased bird activity tends to increase fecal coliform counts. DCR has an active bird harassment program to move the birds away from the intake area.

All samples collected during the quarter were below 20 cfu/100mL. **For the current six-month period, 0.0% of the samples exceeded a count of 20 cfu/100mL.**

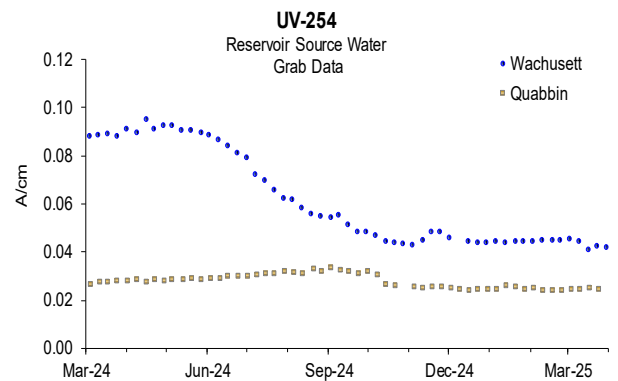


### Source Water – UV Absorbance

UV Absorbance at 254nm wavelength (UV-254), is a measure of the amount and reactivity of natural organic material in source water. Higher UV-254 levels cause increased ozone and chlorine demand resulting in the need for higher ozone and chlorine doses, and can increase the level of disinfection by-products. UV-254 is impacted by tributary flows, water age, sunlight and other factors.

Quabbin Reservoir UV-254 levels averaged 0.024 A/cm for the quarter.

Wachusett Reservoir UV-254 levels averaged 0.044 A/cm for the quarter.



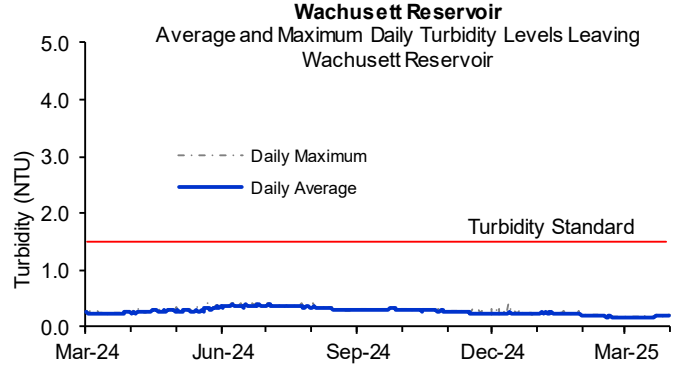
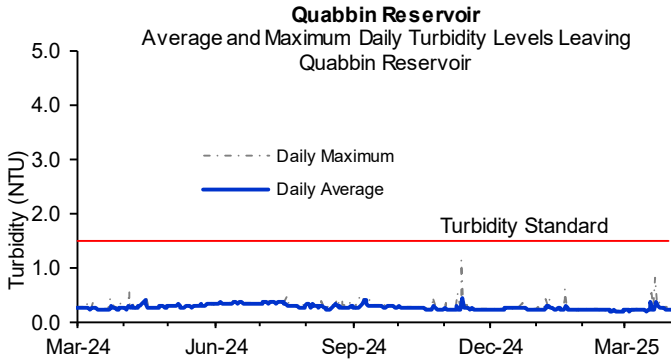
# Source Water – Turbidity

## 3<sup>rd</sup> Quarter – FY25

Turbidity is a measure of suspended and colloidal particles including clay, silt, organic and inorganic matter, algae and microorganisms. The effects of turbidity depend on the nature of the matter that causes the turbidity. High levels of particulate matter may have a higher disinfectant demand or may protect bacteria from disinfection effects, thereby interfering with the disinfectant residual throughout the distribution system.

There are two standards for turbidity: all water must be below five NTU (Nephelometric Turbidity Units), and water only can be above one NTU if it does not interfere with effective disinfection.

Turbidity of Quabbin Reservoir water is monitored continuously at the Brutsch Water Treatment Facility (BWTF) before UV and chlorine disinfection. Turbidity of Wachusett Reservoir is monitored continuously at the Carroll Water Treatment Plant (CWTP) before ozonation and UV disinfection. Maximum turbidity results at Quabbin and Wachusett were within DEP standards for the quarter.

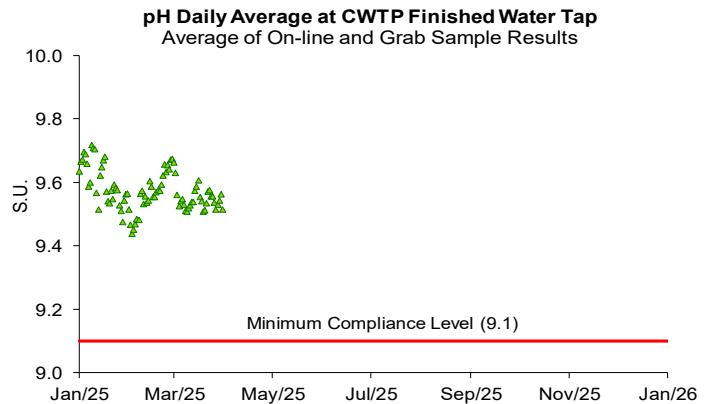
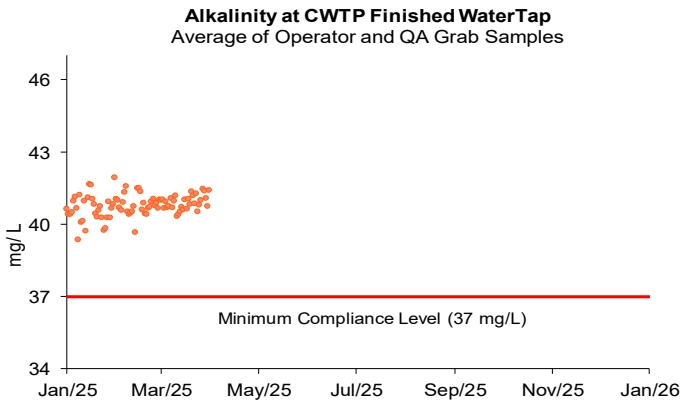


## Treated Water – pH and Alkalinity Compliance

MWRA adjusts the alkalinity and pH of Wachusett water at CWTP to reduce its corrosivity, which minimizes the leaching of lead and copper from service lines and home plumbing systems into the water. MWRA tests finished water pH and alkalinity daily at the CWTP's Fin B sampling tap. MWRA's target for distribution system pH is 9.3; the target for alkalinity is 40 mg/l. Per DEP requirements, CWTP finished water samples have a minimum compliance level of 9.1 for pH and 37 mg/L for alkalinity. Samples from 27 distribution system locations have a minimum compliance level of 9.0 for pH and 37 mg/L for alkalinity. Results must not be below these levels for more than nine days in a six month period. Distribution system samples are collected in March, June, September, and December.

Each CVA community provides its own corrosion control treatment. See the CVA report: <https://www.mwra.com/node/6548>.

Quarterly distribution system samples were collected over a course of two weeks in March. Distribution system sample pH ranged from 9.6 to 9.7 and alkalinity ranged from 41 to 43 mg/L. No sample results were below DEP limits for this quarter.



# Treated Water – Disinfection Effectiveness

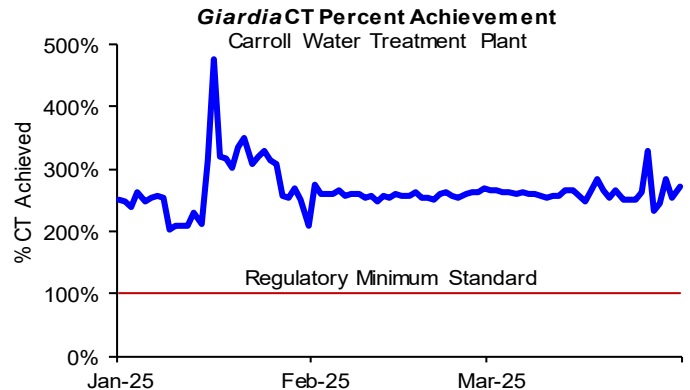
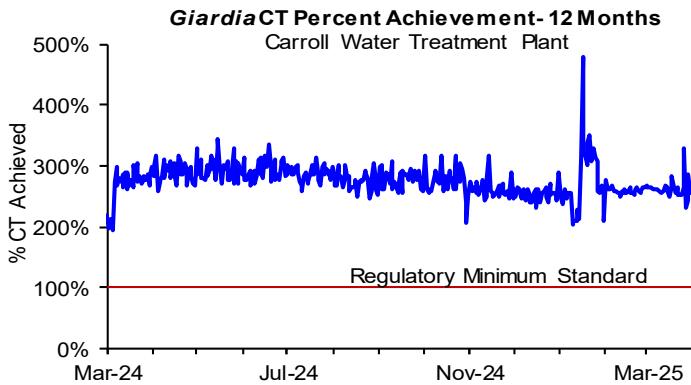
## 3<sup>rd</sup> Quarter – FY25

At the Carroll Water Treatment Plant (CWTP), MWRA meets the required 99.9% (3-log) inactivation of *Giardia* using ozone (reported as CT: concentration of disinfectant x contact time) and the required 99% (2-log) inactivation of *Cryptosporidium* using UV (reported as IT: intensity of UV x time). MWRA calculates inactivation rates hourly and reports *Giardia* inactivation at maximum flow and *Cryptosporidium* inactivation at minimum UV dose. MWRA must meet 100% of required CT and IT.

CT achievement for *Giardia* assures CT achievement for viruses, which have a lower CT requirement. For *Cryptosporidium*, there is also an “off-spec” requirement. Off-spec water is water that has not reached the full required UV dose or if the UV reactor is operated outside its validated ranges. No more than 5% off-spec water is allowed in a month.

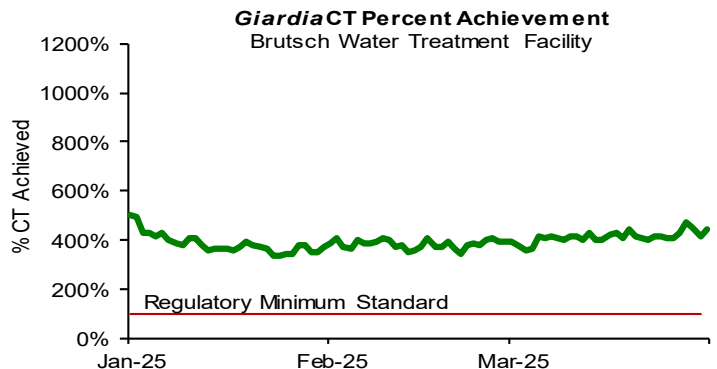
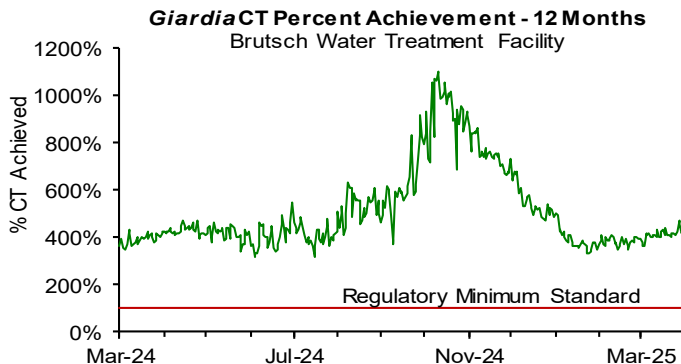
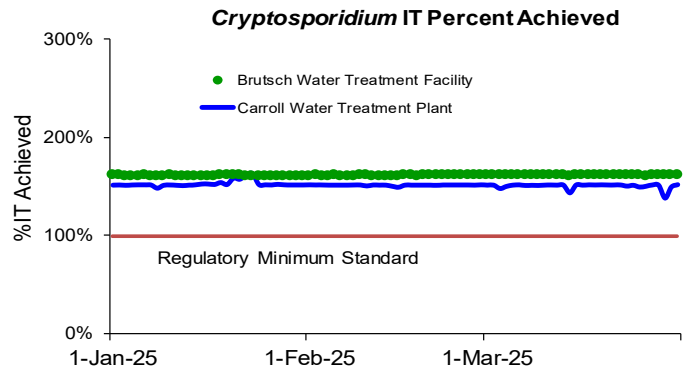
### Wachusett Reservoir – MetroWest/Metro Boston Supply:

- The chlorine dose at the CWTP varied between 2.80 and 3.15 mg/L for the quarter.
- Ozone dose at the CWTP varied between 1.2 to 1.6 mg/L for the quarter.
- Giardia* CT was maintained above 100% at all times the plant was providing water into the distribution system this quarter, as well as every day for the last fiscal year.
- Cryptosporidium* IT was maintained above 100% for the quarter. Off-spec water was less than 5%.
- The CWTP SCADA Improvements project is progressing with the cutover of process equipment and data collection for the Train B ozone contactors. This can be seen in January 2025. The project is expected to continue into the spring of 2026.



### Quabbin Reservoir (CVA Supply) at: Brutsch Water Treatment Facility

- The chlorine dose at BWTF is adjusted in order to achieve MWRA's seasonal target of 0.75 - 0.85 mg/L (November 1 – May 31) and 0.85 - 1.05 mg/L (June 1 – October 31) at Ludlow Monitoring Station.
- The chlorine dose at BWTF varied between 1.30 to 1.45 mg/L for the quarter.
- Giardia* CT was maintained above 100% at all times the plant was providing water into the distribution system for the quarter.
- Cryptosporidium* IT was maintained above 100% for the quarter. Off-spec water was less than 5%.



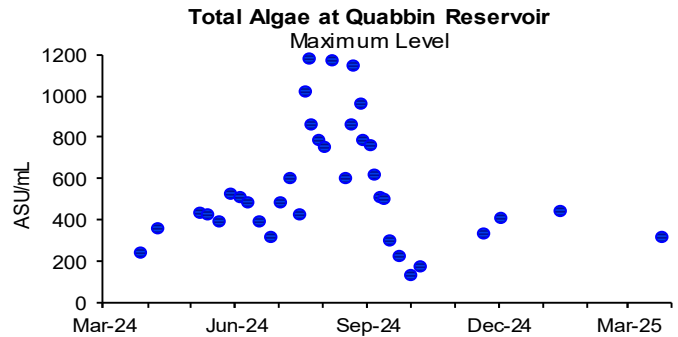
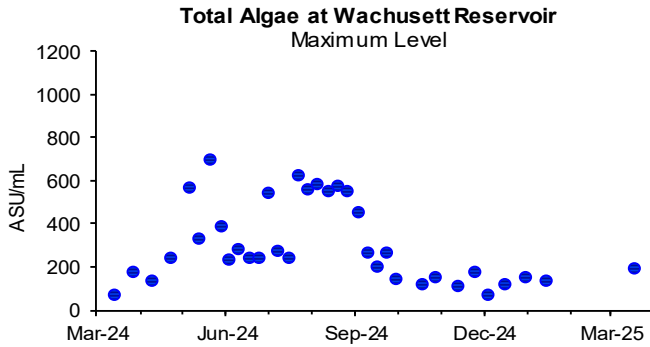
# Source Water - Algae

3<sup>rd</sup> Quarter – FY25

Algae levels in the Wachusett and Quabbin Reservoir are monitored by DCR and MWRA. These results, along with taste and odor complaints, are used to make decisions on source water treatment for algae control.

Taste and odor complaints at the tap may be due to algae, which originate in source reservoirs, typically in trace amounts. Occasionally, a particular species grows rapidly, increasing its concentration in water. When *Synura*, *Anabaena*, or other nuisance algae bloom, MWRA may treat the reservoirs with copper sulfate, an algaecide. During the winter and spring, diatom numbers may increase. While not a taste and odor concern, consumers that use filters may notice a more frequent need to change their filters.

In the 3<sup>rd</sup> quarter, there were no complaints which may be related to algae reported from the local water departments. There were no samples collected from January 14 until mid-March due to significant ice cover on the reservoirs that prevented safe algae sampling.

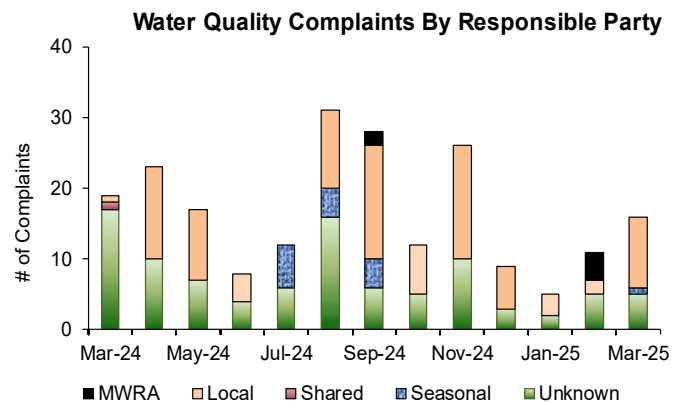
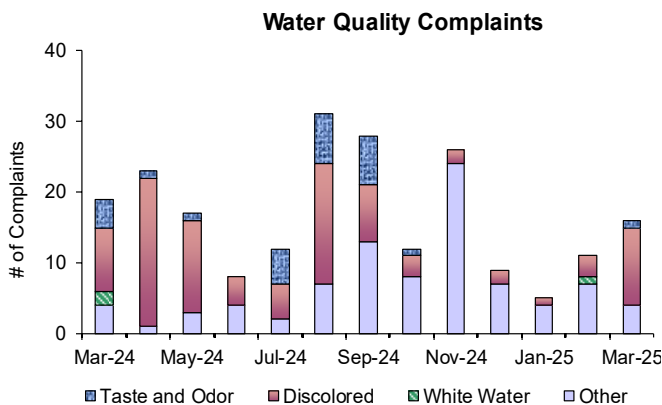


## Drinking Water Quality Customer Complaints: Taste, Odor, or Appearance

MWRA collects information on water quality complaints that typically fall into four categories: 1) discoloration due to MWRA or local pipeline work; 2) taste and odor due to algae blooms in reservoirs or chlorine in the water; 3) white water caused by changes in pressure or temperature that traps air bubbles in the water; or 4) "other" complaints is a broad category and can include conditions such as low pressure, no water, water main or service line disruptions without discoloration, clogged filters, or other issues.

MWRA routinely contacts communities to classify and tabulate water complaints from customers. This count, reflecting only telephone calls to towns, probably captures only a fraction of the total number of customer complaints. Field Operations staff have improved data collection and reporting by keeping track of more kinds of complaints, tracking complaints to street addresses and circulating results internally on a daily basis.

Communities reported 32 complaints during the quarter compared to 31 complaints from 3<sup>rd</sup> Quarter of FY24. Of these complaints, 15 were for "discolored water", 1 was for "taste and odor", 1 was for "white water", and 15 were for "other". Of these complaints, 15 were local community issues, 4 were an MWRA issue, 1 was seasonal in nature, and 12 were unknown in origin.



# Bacteria & Chlorine Residual Results for Communities in MWRA Testing Program

## 3<sup>rd</sup> Quarter – FY25

While all communities collect bacteria samples and chlorine residual data for the Total Coliform Rule (TCR), data from the 44 systems that use MWRA's Laboratory are reported below.

The MWRA TCR program has 144 sampling locations. These locations include sites along MWRA's transmission system, water storage tanks and pumping stations, as well as a subset of the community TCR locations.

Samples are tested for total coliform and *Escherichia coli* (*E.coli*). *E.coli* is a specific coliform species whose presence likely indicates potential contamination of fecal origin.

If *E.coli* are detected in a drinking water sample, this is considered evidence of a potential public health concern. Public notification is required if repeat tests confirm the presence of *E.coli* or total coliform.

Total coliform provide a general indication of the sanitary condition of a water supply. If total coliform are detected in more than 5% of samples in a month (or if more than one sample is positive when less than 40 samples are collected), the water system is required to investigate the possible source/cause with a Level 1 or 2 Assessment, and fix any identified problems.

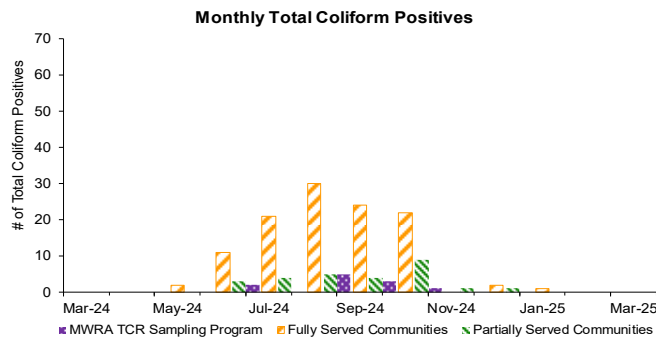
A disinfectant residual is intended to maintain the sanitary integrity of the water; MWRA considers a residual of 0.2 mg/L a minimum target level at all points in the distribution system.

### Highlights

In the third quarter, one of the 6,500 fully and partially served samples (0.02%) tested positive for total coliform. None of the 2029 Shared Community/MWRA samples tested positive for total coliform. None of the 399 CVA/MWRA community samples tested positive for total coliform. 0.1% of the Fully Served community quarterly samples had chlorine residuals lower than 0.2 mg/L.

### NOTES:

- MWRA total coliform and chlorine residual results include data from community locations. In most cases these community results are indicative of MWRA water as it enters the community system; however, some are strongly influenced by local pipe conditions. Residuals in the MWRA system are typically between 1.0 and 2.8 mg/L.
- The number of samples collected depends on the population served and the number of repeat samples required.
- These communities are partially supplied, and may mix their chlorinated supply with MWRA chloraminated supply.
- Part of the Chicopee Valley Aqueduct System. Free chlorine system.



		Total Coliform		E.coli Positive	# Assessment Required	
		# Samples (b)	# (%) Positive			
MWRA	a	MWRA Locations	338	0 (0%)	0	
		Shared Community/MWRA sites	1691	0 (0%)	0	
		<b>Total: MWRA</b>	<b>2029</b>	<b>0 (0%)</b>	<b>0</b>	
Fully Served		ARLINGTON	169	0 (0%)	0	
		BELMONT	104	0 (0%)	0	
		BOSTON	765	0 (0%)	0	
		BROOKLINE	219	0 (0%)	0	
		CHELSEA	169	0 (0%)	0	
		DEER ISLAND	52	0 (0%)	0	
		EVERETT	169	0 (0%)	0	
		FRAMINGHAM	273	0 (0%)	0	
		LEXINGTON	146	0 (0%)	0	
		LYNNFIELD	18	0 (0%)	0	
		MALDEN	234	0 (0%)	0	
		MARBLEHEAD	72	0 (0%)	0	
		MARLBOROUGH	153	0 (0%)	0	
		MEDFORD	215	0 (0%)	0	
		MELROSE	108	0 (0%)	0	
		MILTON	102	0 (0%)	0	
		NAHANT	30	0 (0%)	0	
		NEWTON	279	0 (0%)	0	
		NORTHBOROUGH	48	0 (0%)	0	
		NORWOOD	99	0 (0%)	0	
		QUINCY	306	0 (0%)	0	
		READING	143	0 (0%)	0	
		REVERE	219	1 (0.46%)	0	No
		SAUGUS	96	0 (0%)	0	
		SOMERVILLE	252	0 (0%)	0	
		SOUTHBOROUGH	30	0 (0%)	0	
		STONEHAM	91	0 (0%)	0	
		SWAMPSCOTT	57	0 (0%)	0	
		WALTHAM	214	0 (0%)	0	
		WATERTOWN	143	0 (0%)	0	
		WESTON	45	0 (0%)	0	
		WINTHROP	66	0 (0%)	0	
		<b>Total: Fully Served</b>	<b>5259</b>	<b>1 (0.02%)</b>		
Partially Served		BEDFORD	57	0 (0%)	0	
		BURLINGTON	128	0 (0%)	0	
		CANTON	90	0 (0%)	0	
		HANSCOM AFB	30	0 (0%)	0	
		NEEDHAM	123	0 (0%)	0	
		PEABODY	200	0 (0%)	0	
		WAKEFIELD	140	0 (0%)	0	
		WELLESLEY	104	0 (0%)	0	
		WILMINGTON	87	0 (0%)	0	
		WINCHESTER	87	0 (0%)	0	
		WOBURN	195	0 (0%)	0	
	<b>Total: Partially Served</b>	<b>1241</b>	<b>0 (0%)</b>			
	<b>Total: Fully and Partially Served</b>	<b>6500</b>	<b>1 (0.02%)</b>			
CVA	d	MWRA CVA Locations	99	0 (0%)	0	
		CHICOPEE	195	0 (0%)	0	
		SOUTH HADLEY FD1	60	0 (0%)	0	
		WILBRAHAM	45	0 (0%)	0	
		<b>Total: CVA</b>	<b>399</b>	<b>0 (0%)</b>		

### Chlorine Residuals in Fully Served Communities

	2024											2025		
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
% <0.1	0.0	0.0	0.0	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
% <0.2	0.1	0.1	0.1	0.2	0.4	0.2	0.2	0.4	0.7	0.4	0.2	0.0	0.0	
% <0.5	0.6	1.0	0.8	1.2	1.8	2.0	1.5	2.0	2.5	2.2	1.5	0.8	0.7	
% <1.0	2.6	2.9	3.1	5.2	5.8	7.3	5.6	7.6	7.3	5.2	2.7	1.8	1.5	
% ≥1.0	97.4	97.1	96.6	94.5	93.5	91.8	93.9	92.0	92.7	94.8	97.3	98.2	98.5	

# Treated Water Quality: Disinfection By-Product (DBP) Levels in Communities

## 3<sup>rd</sup> Quarter – FY25

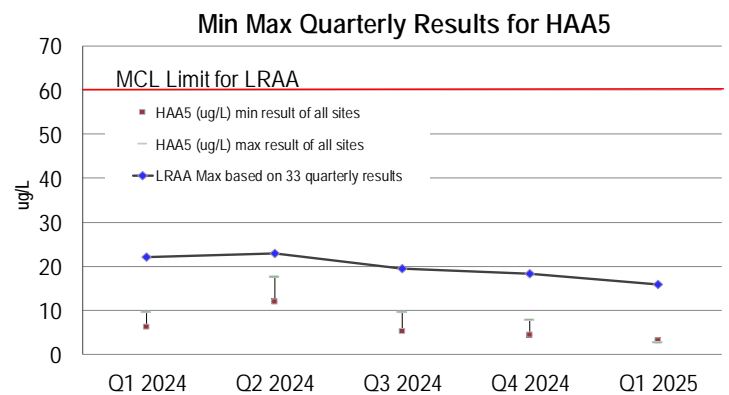
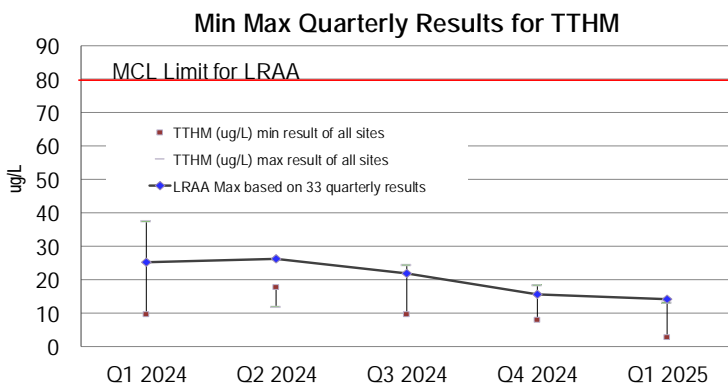
Total Trihalomethanes (TTHMs) and Haloacetic Acids (HAA5s) are by-products of disinfection treatment with chlorine. They are of concern due to their potential adverse health effects at high levels. EPA’s locational running annual average (LRAA) standard, using the most recent four quarterly results, is 80 µg/L for TTHMs and 60 µg/L for HAA5s. The locational running annual average at each individual sampling location must be below the standard.

Bromate is tested monthly as required for water systems, like CWTP, that treat with ozone. EPA’s RAA Maximum Contaminant Level (MCL) standard for bromate is 10 µg/L. The current RAA for Bromate at the CWTP finished water tap is 0.0 µg/L.

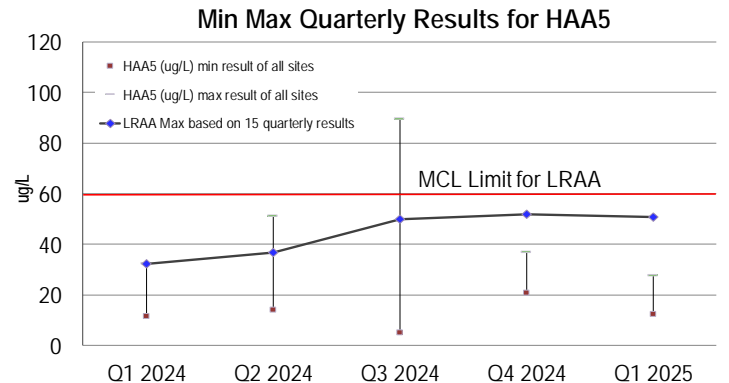
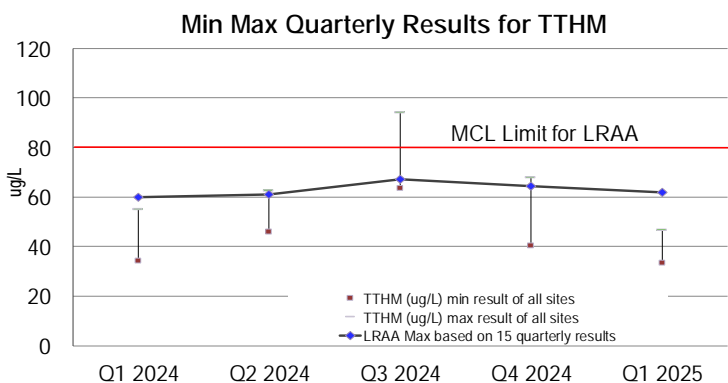
MWRA’s TTHM and HAA5 sampling program includes sampling at 33 MetroWest and Metro Boston communities sites. Partially served and CVA communities are responsible for their own compliance monitoring and are regulated individually.

The LRAA for TTHMs and HAA5s for MWRA’s Compliance Program (represented as the line in the top two graphs below) remains below current standards. The Max LRAA in the quarter for TTHMs = 14.1 µg/L; HAA5s = 15.8 µg/L. No LRAA exceedances or violations occurred this quarter for MetroBoston and for any of the CVA communities.

### MetroBoston Disinfection By-Products



### CVA Disinfection By-Products (Combined Results Chicopee, Wilbraham, & South Hadley FD1)



# Water Supply and Source Water Management

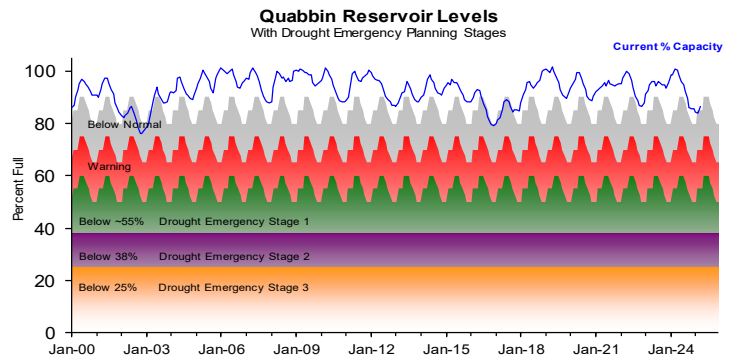
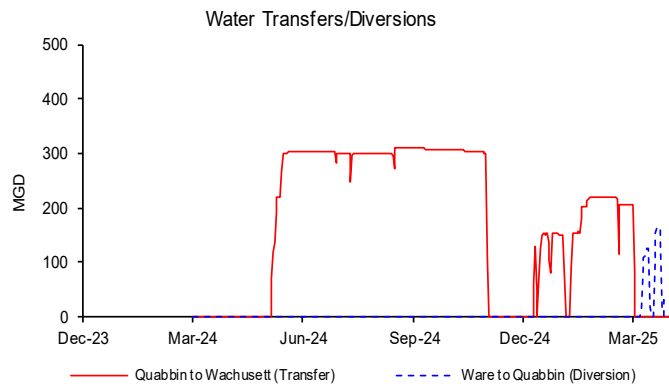
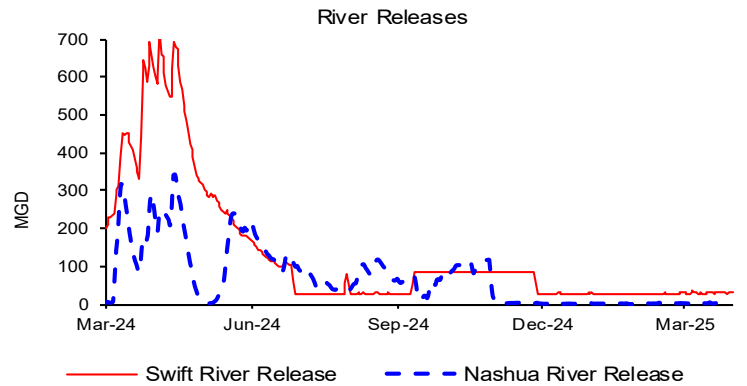
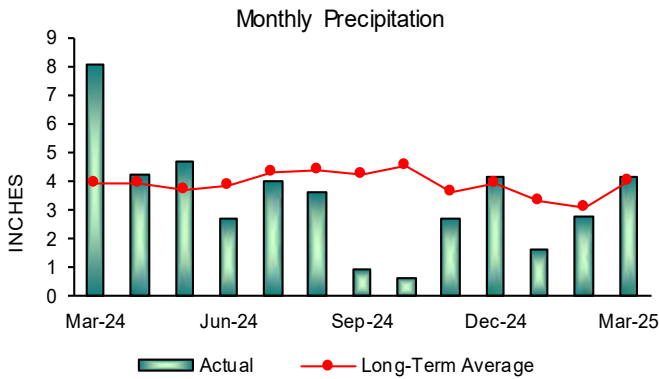
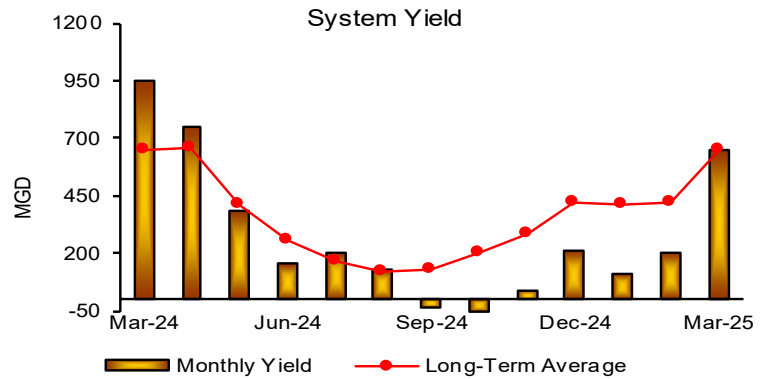
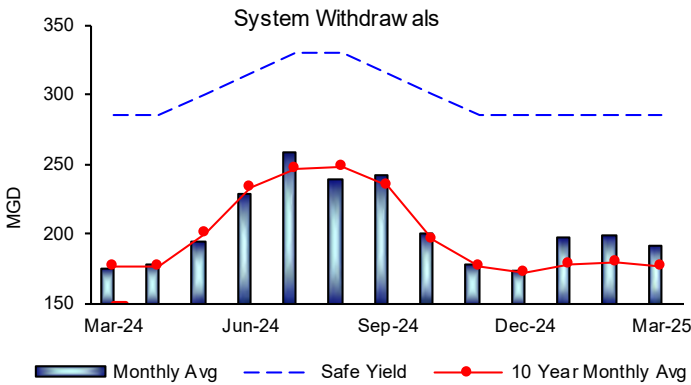
## 3<sup>rd</sup> Quarter – FY25

### Background

A reliable supply of water in MWRA's reservoirs depends on adequate precipitation during the year and seasonal hydrologic inputs from watersheds that surround the reservoirs. Demand for water typically increases with higher summer temperatures and then decreases as temperatures decline. Quabbin Reservoir was designed to effectively supply water to the service areas under a range of climatic conditions and has the ability to endure a range of fluctuations. Wachusett Reservoir serves as a terminal reservoir to meet the daily demands of the Greater Boston area. A key component to this reservoir's operation is the seasonal transfer of Quabbin Reservoir water to enhance water quality during high demand periods. On an annual basis, Quabbin Reservoir accounts for nearly 50% of the water supplied to Greater Boston. The water quality of both reservoirs (as well as the Ware River, which is also part of the System Safe Yield) depend upon implementation of DCR's DEP-approved Watershed Protection Plans. System Yield is defined as the water produced by its sources, and is reported as the net change in water available for water supply and operating requirements.

### Outcome

The volume of the Quabbin Reservoir was at 86.7% as of March 31, 2025; a 1.2 % increase for the quarter, which represents a gain of more than 4.8 billion gallons of storage and an increase in elevation of 0.65'. After being in normal operating range for all of 2024, the reservoir dipped briefly into below normal for several weeks in February and March as it was refilling. This was due to the drought plan triggers rising in larger increments than the reservoir refilled. System withdrawal, precipitation and yield were below their long term quarterly averages.



## WASTEWATER QUALITY

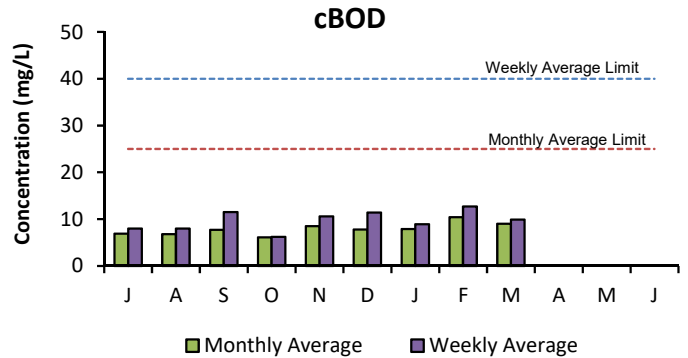
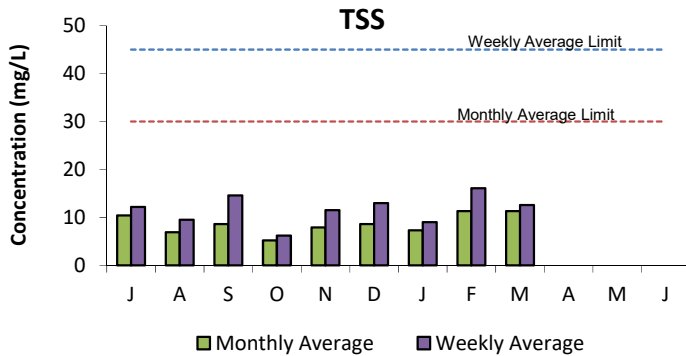
# NPDES Permit Compliance: Deer Island Treatment Plant

## 3<sup>rd</sup> Quarter - FY25

### NPDES Permit Limits

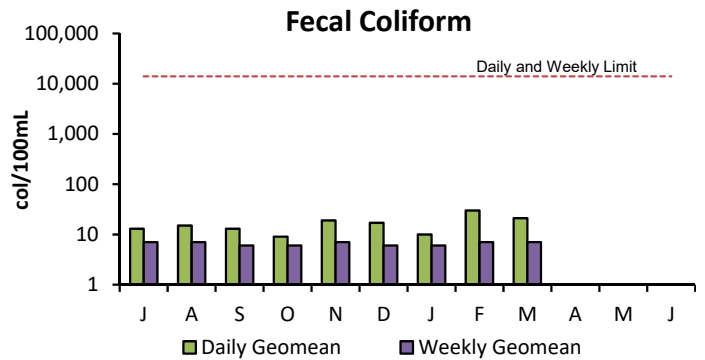
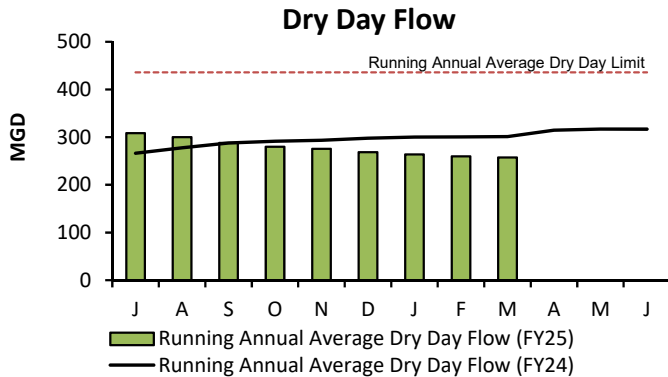
Effluent Characteristics	Units	Limits	January	February	March	3rd Quarter Violations	FY25 YTD Violations	
Dry Day Flow (365 Day Average):	MGD	436	264.0	259.7	257.4	0	0	
cBOD:	Monthly Average	mg/L	7.9	10.4	9.0	0	0	
	Weekly Average	mg/L	8.9	12.7	9.9	0	0	
TSS:	Monthly Average	mg/L	7.3	11.3	11.3	0	0	
	Weekly Average	mg/L	9.0	16.1	12.6	0	0	
TCR:	Monthly Average	ug/L	456	0.0	0.0	0	0	
	Daily Maximum	ug/L	631	0.0	0.0	0	0	
Fecal Coliform:	Daily Geometric Mean	col/100mL	14000	10	30	21	0	0
	Weekly Geometric Mean	col/100mL	14000	6	7	7	0	0
	% of Samples >14000	%	10	0	0	0	0	0
	Consecutive Samples >14000	#	3	0	0	0	0	0
pH:	SU	6.0-9.0	6.5-6.9	6.4-6.8	6.5-7	0	0	
PCB, Aroclors:	Monthly Average	ug/L	UNDETECTED			0	0	
Acute Toxicity:	Inland Silverside	%	≥50	>100	>100	>100	0	0
	Mysid Shrimp	%	≥50	>100	>100	>100	0	0
Chronic Toxicity:	Inland Silverside	%	≥1.5	50	50	50	0	0
	Sea Urchin	%	≥1.5	100	100	100	0	0

There have been no permit violations in FY25 to date at the Deer Island Treatment Plant (DITP).



Total Suspended Solids (TSS) in the effluent is a measure of the amount of solids that remain suspended after treatment. All TSS measurements for the 3rd Quarter were within permit limits.

Carbonaceous Biochemical Oxygen Demand (cBOD) is a measure of the amount of dissolved oxygen required for the decomposition of organic materials in the environment. All cBOD measurements for the 3rd Quarter were within permit limits.



Running Annual Average Dry Day Flow is the average of all dry weather influent flows over the previous 365 days. The Dry Day Flow for the 3rd Quarter was well below the permit limit of 436 MGD.

Fecal Coliform is an indicator for the possible presence of pathogens. The levels of these bacteria after disinfection show how effectively the plant is inactivating many forms of disease-causing microorganisms. In the 3rd Quarter, all permit conditions for fecal coliform were met.

# NPDES Permit Compliance: Clinton Wastewater Treatment Plant

## 3rd Quarter - FY25

Effluent Characteristics		Units	Permit Limits	January	February	March	3rd Quarter Violations	FY25 YTD Violations
Dissolved Oxygen	Daily Minimum	mg/L	6	11.3	11.6	10.4	0	0
BOD	Monthly Average Load	lb/d	500	40.0	44.0	24.0	0	0
	Weekly Average Load	lb/d	500	49.0	49.0	51.0	0	0
	Monthly Average	mg/L	20	2.8	3.0	1.2	0	0
	Weekly Average	mg/L	20	3.4	3.2	2.8	0	0
BOD % removal	Monthly Average Minimum	%	85	98.9	98.4	99.3	0	0
pH	Monthly Minimum	S.U.	6.5	7.18	7.11	7.03	0	0
	Monthly Maximum	S.U.	8.3	7.69	7.45	7.50	0	1
TSS	Monthly Average Load	lb/d	500	56.0	87.0	75.0	0	0
	Weekly Average Load	lb/d	500	58.0	95.0	125.0	0	0
	Monthly Average	mg/L	20	3.9	5.8	3.6	0	0
	Weekly Average	mg/L	20	3.7	6.2	8.0	0	0
TSS % removal	Monthly Average Minimum	%	85	98.2	97.4	98.0	0	0
Total Ammonia Nitrogen November 1st - March 31st	Monthly Average	mg/L	6.6	0.02	<0.1	0.45	0	0
	Daily Maximum	mg/L	35	0.04	<0.1	0.73	0	0
Total Phosphorus November 1st - March 31st	Monthly Average	lb/d	25.1	4.5	4.1	3.1	0	0
	Monthly Average	mg/L	1	0.30	0.34	0.15	0	0
Copper	Monthly Average	ug/L	11.6	9.50	10.6	9.49	0	1
	Daily Maximum	ug/L	14	9.85	10.6	9.49	0	1
Flow	12-month Rolling Average	MGD	3.01	2.56	2.27	2.30	0	4
TCR	Monthly Average	ug/L	20	<20	<20	<20	0	0
	Daily Maximum	ug/L	30.4	<20	<20	<20	0	0
E. Coli	Monthly Geometric Mean	cfu/100mL	126	5.0	5.0	5.0	0	0
	Daily Maximum	cfu/100mL	409	7.0	5.0	5.0	0	0
Acute Toxicity <sup>1</sup>	Monthly Average Minimum	%	100	>100	N/A	N/A	0	0
Chronic Toxicity <sup>1</sup>	Monthly Average Minimum	%	62.5	100	N/A	N/A	0	0

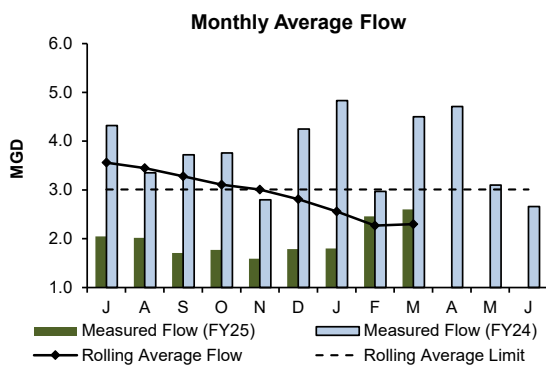
There have been seven permit violations in FY25 at the Clinton Treatment Plant.

**1st Quarter:** There were four permit violations in the first quarter, three for 12 month rolling-average flow and one for pH.

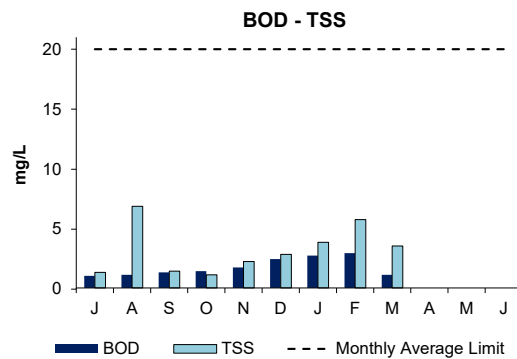
**2nd Quarter:** There were three permit violations in the second quarter, one for 12 month rolling-average flow; one each for copper monthly average and daily maximum.

**3rd Quarter:** There were no permit violations in the third quarter.

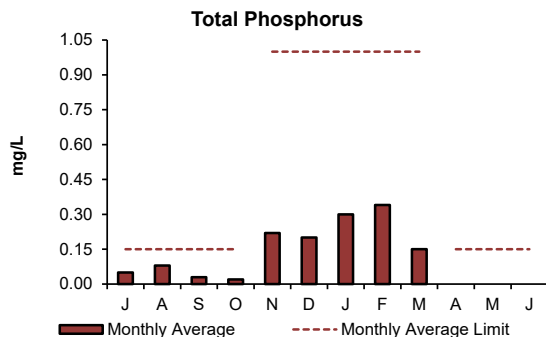
<sup>1</sup> Toxicity testing at the Clinton Treatment Plant is conducted on a quarterly basis.



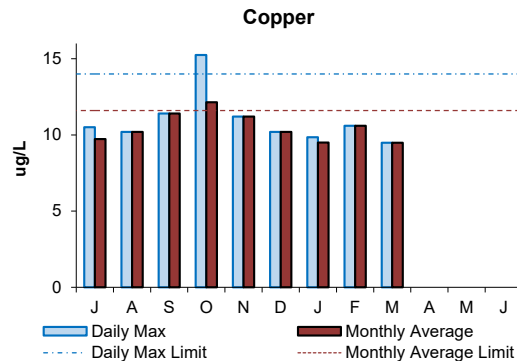
The graph depicts the rolling annual average monthly flow, measured in million gallons per day, exiting the plant. The 12-month rolling average flows during the 3rd Quarter were above the permit limit.



Monthly average concentrations of BOD and TSS were below permit limits in the 3rd Quarter. The permit monthly limit for both parameters is 20 mg/L.



Total phosphorus limits are most stringent during the growing season from April to October. The 3rd Quarter's monthly average concentrations for total phosphorus were below permit limits.

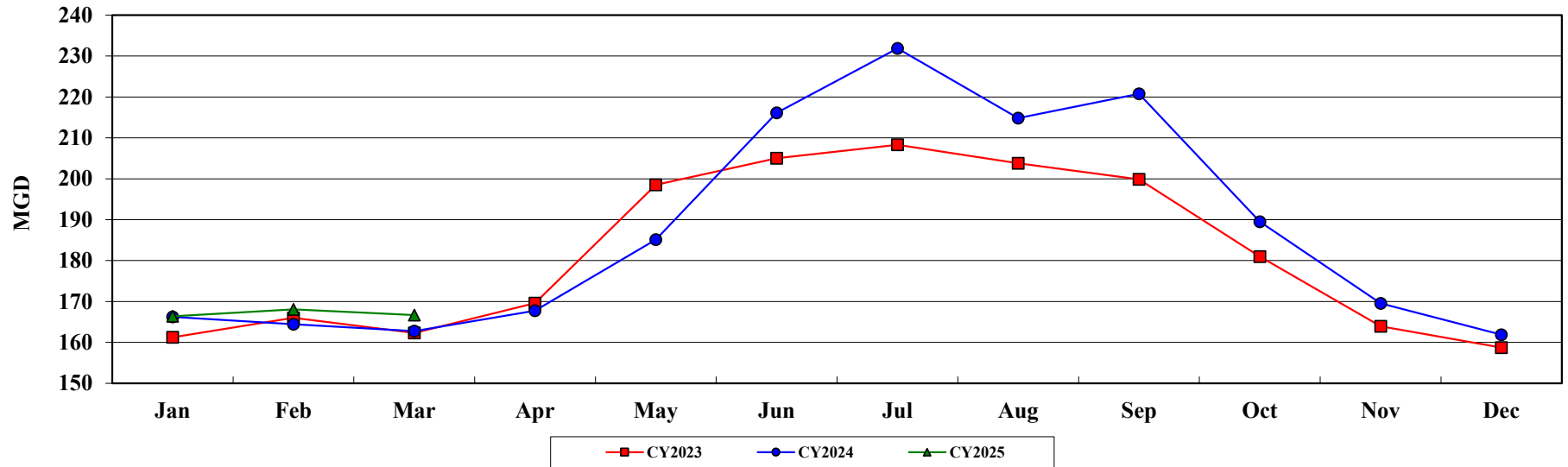


Daily maximum and monthly average concentrations of copper were below permit limits in the 3rd Quarter. Permit daily and monthly limits are 14.0 ug/L and 11.6 ug/L respectively.

## COMMUNITY FLOWS AND PROGRAMS

## Customer Water Use 3<sup>rd</sup> Quarter - FY25

MWRA Water Supplied: All Revenue Customers



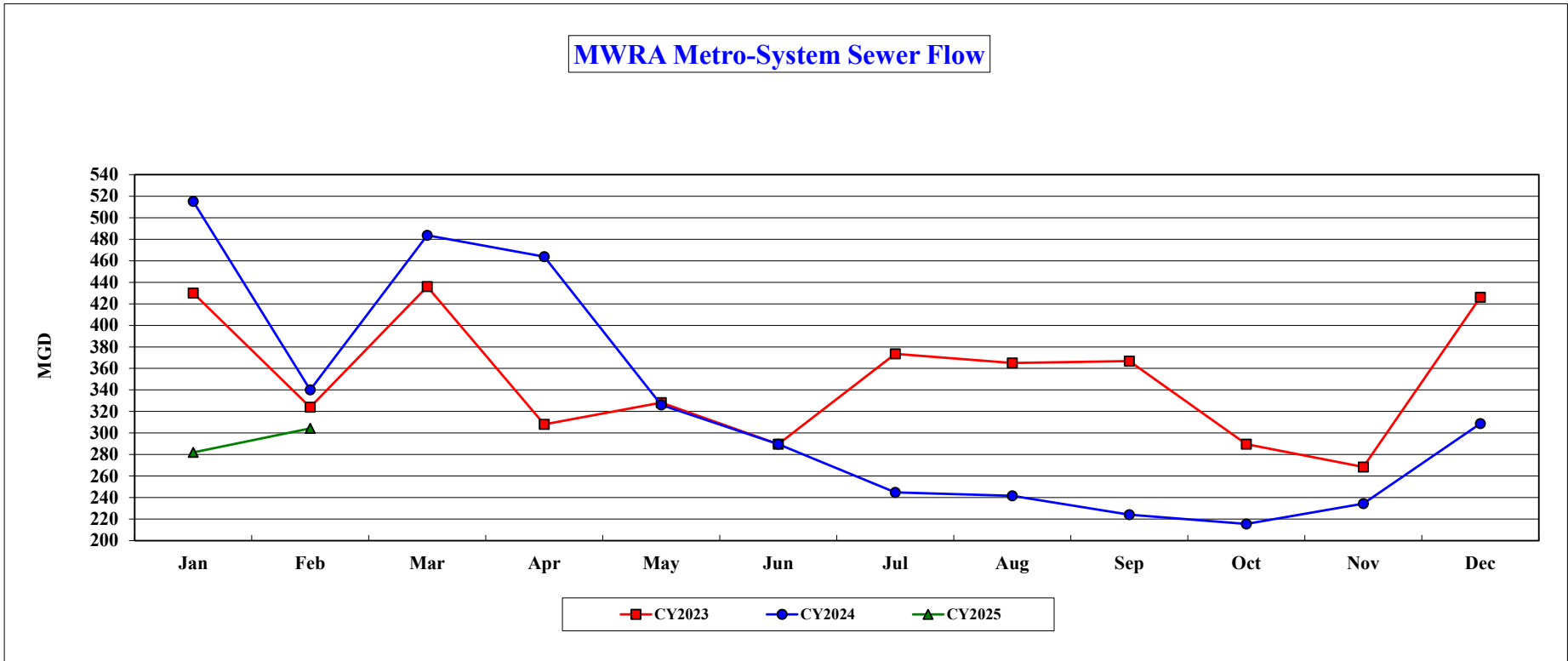
**Water Use (million gallons per day)**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Average	Annual Average
<b>CY2023</b>	161.272	165.989	162.292	169.594	198.499	205.042	208.304	203.762	199.844	180.948	163.937	158.736	163.091	181.612
<b>CY2024</b>	166.216	164.428	162.771	167.755	185.117	216.090	231.863	214.851	220.742	189.490	169.526	161.886	164.472	187.622
<b>CY2025</b>	166.378	168.077	166.674										167.009	484.864

The March 2025 Community Water Use Report was recently distributed to communities and customers served by the MWRA's Metropolitan and Chicopee Valley waterworks systems. Each community's annual water use relative to the system as a whole is the primary factor in allocating the annual water rate revenue requirement to MWRA water communities. Calendar year 2025 water use will be used to allocate the FY2027 water utility rate revenue requirement.

MWRA customers used an average of 165.2 mgd in the 3rd quarter (Jan-Mar 2025) of FY2025. This is a decrease of 1.1 mgd or 0.7% compared to the 3rd quarter of FY2024.

## Community Sewer Flow YTD - FY25



Sewer Flow (million gallons per day)														
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Average	Annual Average
<b>CY2023</b>	430.060	323.980	435.990	308.110	328.160	289.710	373.540	365.130	366.840	289.680	268.470	426.070	379.717	351.159
<b>CY2024</b>	515.140	340.120	483.590	463.770	326.090	289.640	244.870	241.730	224.160	215.540	234.450	308.770	430.547	324.130
<b>CY2025</b>	281.960	304.280											292.553	305.725

The 2025 2-Month Community Sewer Flow Report was recently distributed to the 43 communities served by the MWRA's Metropolitan sewer system. Each community's share of sewer flow relative to the system as a whole is used to allocate the annual sewer rate revenue requirement to MWRA sewer communities. The average of calendar year 2023-2025 sewer flow will be used to allocate the FY2027 sewer utility rate revenue requirement.

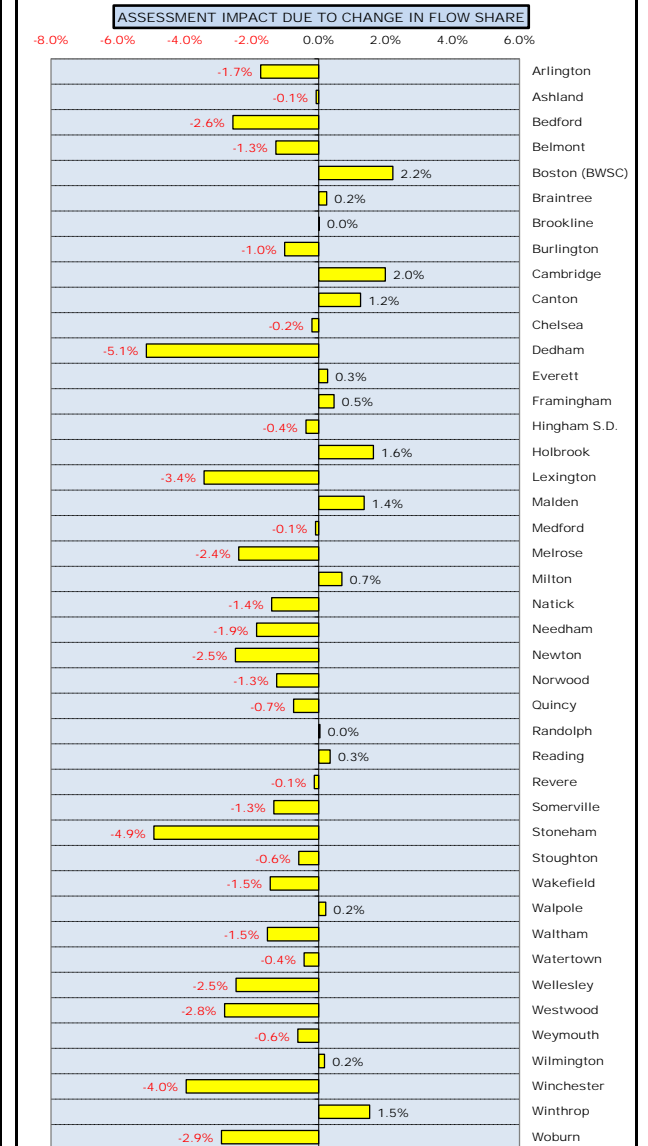
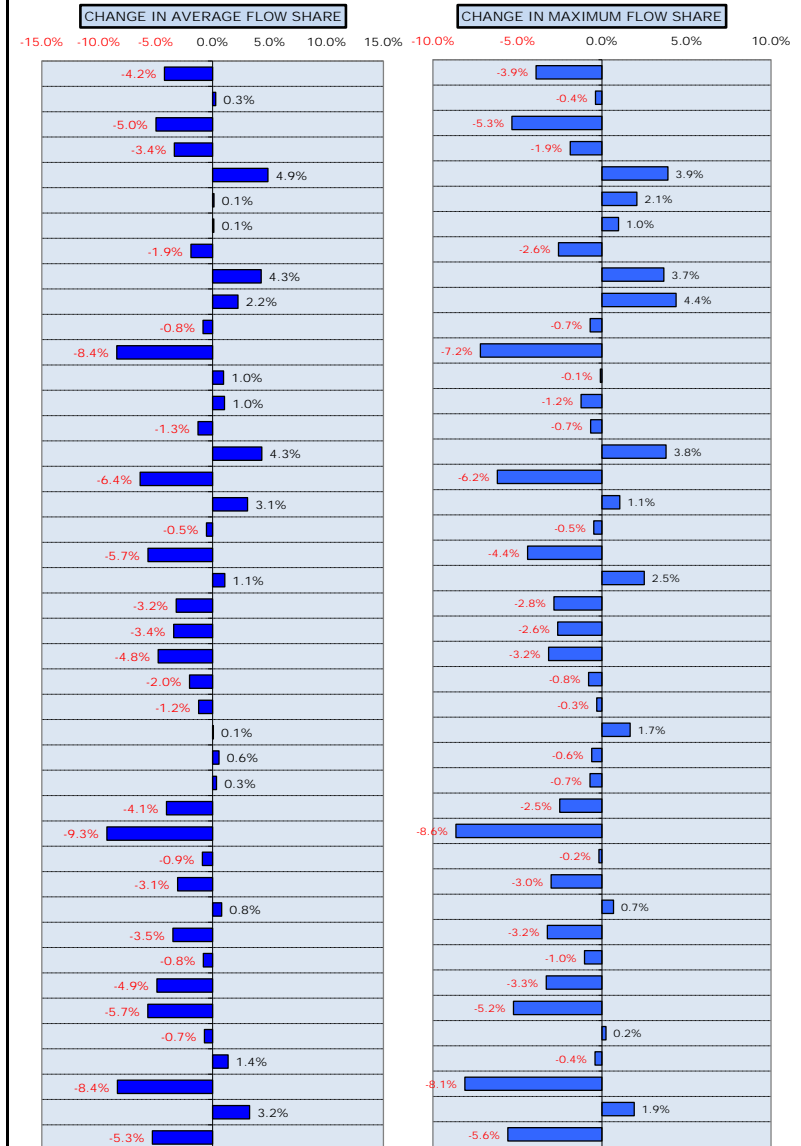
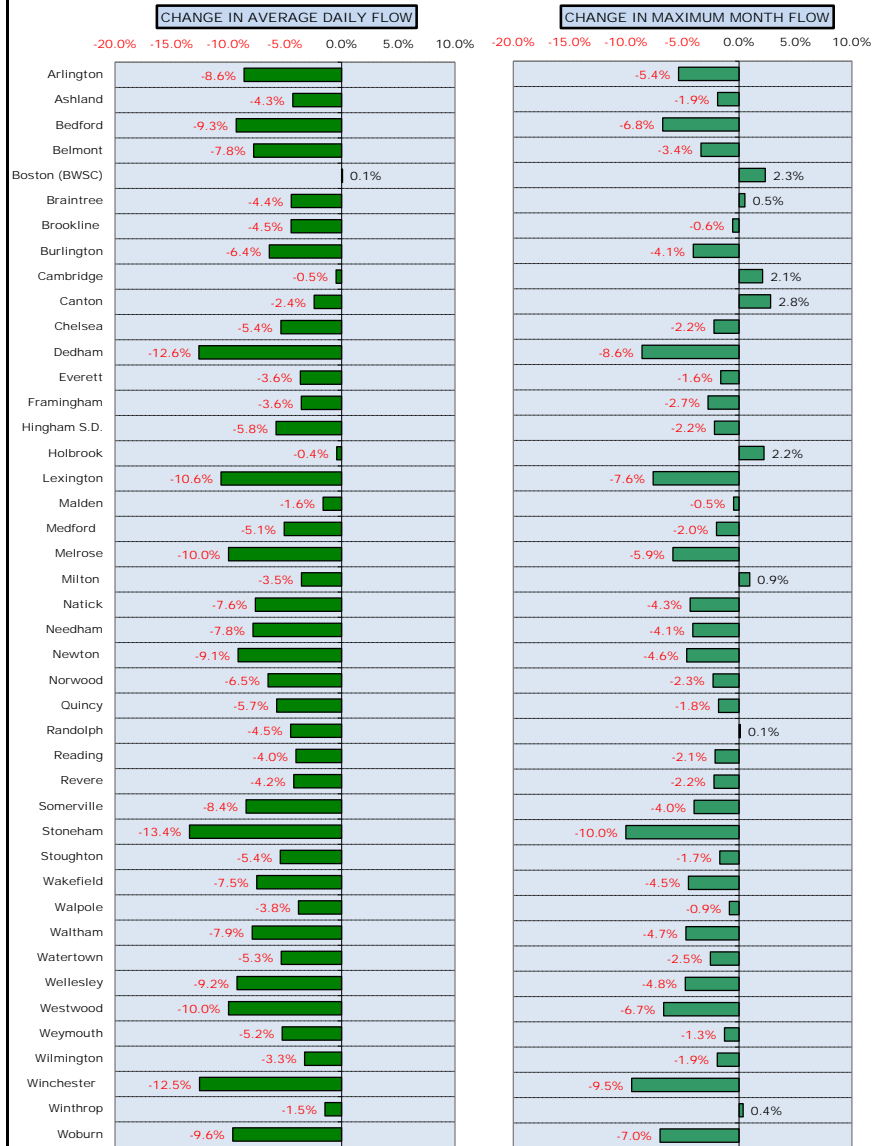
MWRA customer sewer flow averaged 292.7 mgd in the first two months of CY2025. This is a decrease of 139.3 mgd or 32.2% compared to the first two months of CY2024.

# How CY2023-25 Community Wastewater Flows Could Effect FY2027 Sewer Assessments <sup>1,2,3</sup>

The flow components of FY2027 sewer assessments will be calculated using a 3-year average of CY2023 to CY2025 wastewater flows compared to FY2026 assessments that will use a 3-year average of CY2022 to CY2024 wastewater flows.

But as MWRA's sewer assessments are a ZERO-SUM calculation, a community's assessment is strongly influenced by the RELATIVE change in CY2023 to CY2025 flow share compared to CY2022 to CY2024 flow share, compared to all other communities in the system.

The chart below illustrates the change in the TOTAL BASE assessment due to FLOW SHARE CHANGES. <sup>4</sup>



<sup>1</sup> MWRA uses a 3-year flow average to calculate sewer assessments. Three-year averaging smoothes the impact of year-to-year changes in community flow share, but does not eliminate the long-term impact of changes in each community's relative contribution to the total flow.

<sup>2</sup> Based on actual flows through February 2025.

<sup>3</sup> Flow data is preliminary and subject to change pending additional MWRA and community review.

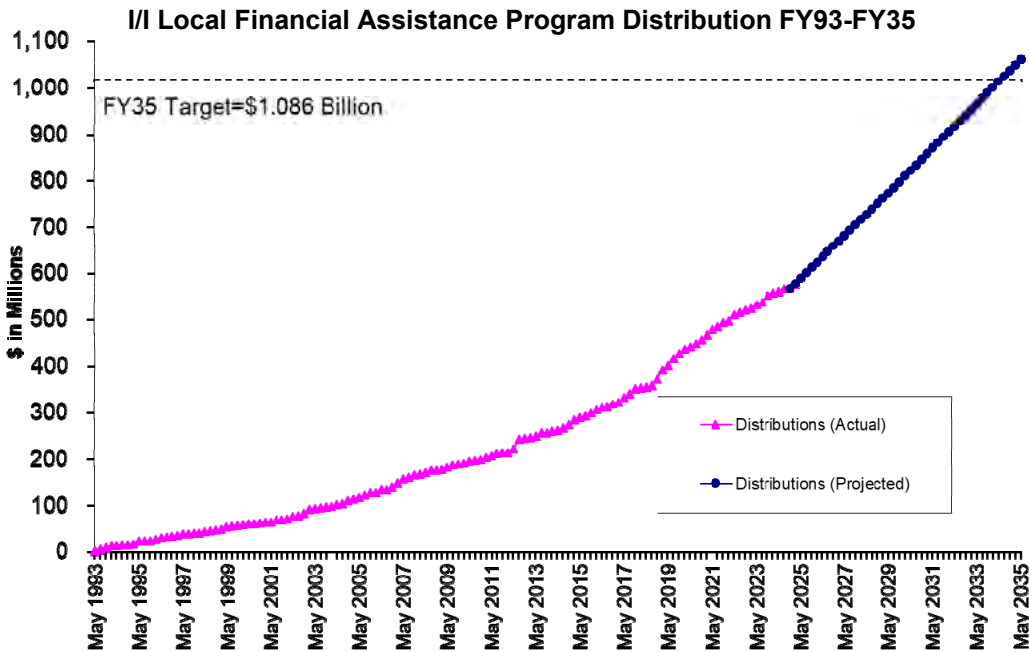
<sup>4</sup> Represents ONLY the impact on the total BASE assessment resulting from the changes in average and maximum wastewater FLOW SHARES.

# Community Support Programs

3<sup>rd</sup> Quarter – FY25

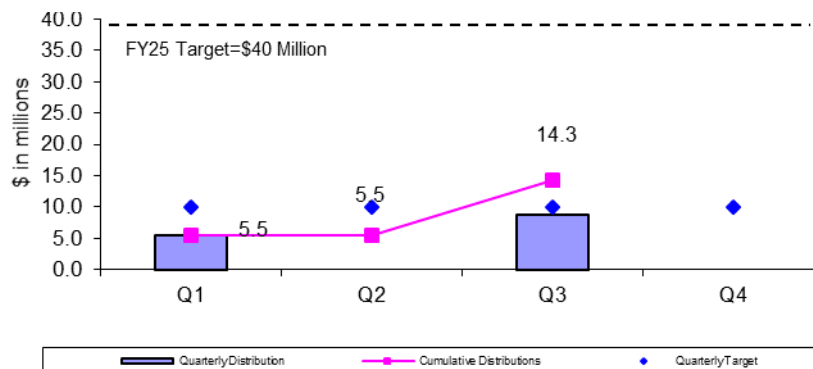
## Infiltration/Inflow Local Financial Assistance Program

MWRA's Infiltration/Inflow (I/I) Local Financial Assistance Program provides \$1085.75 million in grants and interest-free loans (average of about \$22 million per year from FY93 through FY35) to member sewer communities to perform I/I reduction and sewer system rehabilitation projects within their locally-owned collection systems. Eligible project costs include: sewer rehabilitation construction, pipeline replacement, removal of public and private inflow sources, I/I reduction planning, engineering design, engineering services during construction, etc. I/I Local Financial Assistance Program funds are allocated to member sewer communities based on their percent share of MWRA's wholesale sewer charge. Phase 1-8 funds (total \$300.75 million) were distributed as 45% grants and 55% loans with interest-free loans repaid to MWRA over a five-year period. Phase 9 through 12 funds (total \$360 million) are distributed as 75% grants and 25% loans with interest-free loans repaid to MWRA over a ten-year period. Phase 13 funds of \$100 million are distributed as ten-year interest-free loan-only funds. Phase 14 funds (total \$100 million) are distributed as 75% grants and 25% loans with interest-free loans repaid to MWRA over a ten-year period. Phase 15 provides an additional \$100 million in ten-year interest-free loan-only funds. Phase 16 funds (total \$125 million) are programmed in the budget beginning in FY26 and will be distributed as 75% grants and 25% loans with interest-free loans repaid to MWRA over a ten-year period.



During the 3<sup>rd</sup> Quarter of FY25, \$8.8 million in I/I Local Financial Assistance Program distributions were made to fund projects in Arlington, Braintree, Brookline, Reading, Walpole, Watertown, Weymouth and Winchester. Total grant/loan distribution to date for FY25 is \$14.3 million. From FY93 through the 3<sup>rd</sup> Quarter of FY25, all 43 member sewer communities have participated in the program and \$574 million has been distributed to fund 696 local I/I reduction and sewer system rehabilitation projects. Distribution of the remaining funds has been approved through FY35 and community loan repayments will be made through FY45. All scheduled community loan repayments have been made.

### FY25 Quarterly Distributions of Sewer Grant/Loans



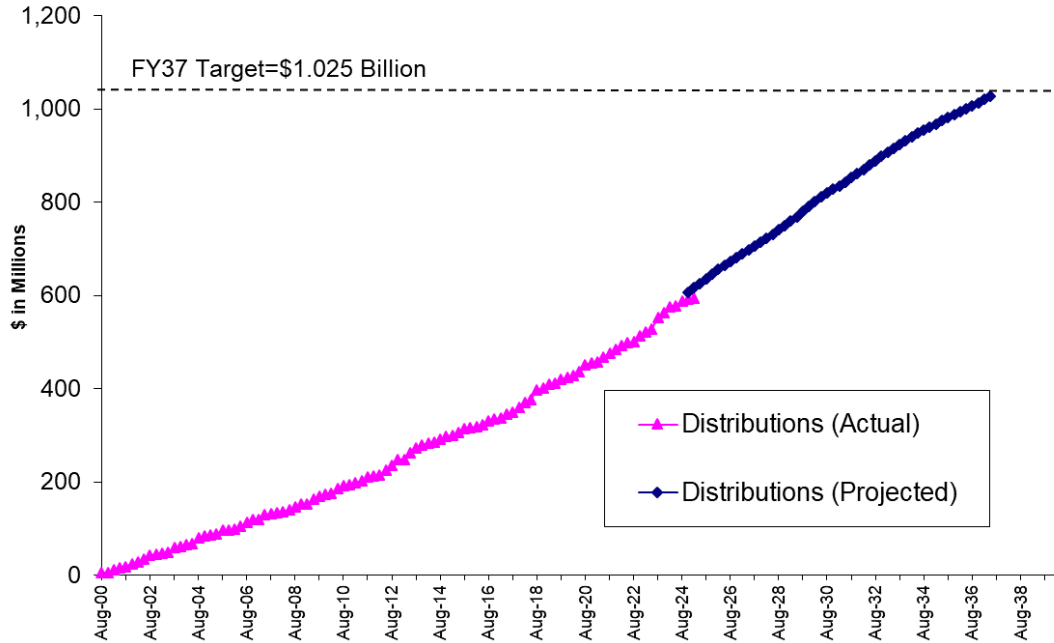
# Community Support Programs

3<sup>rd</sup> Quarter – FY25

## Local Water System Assistance Program

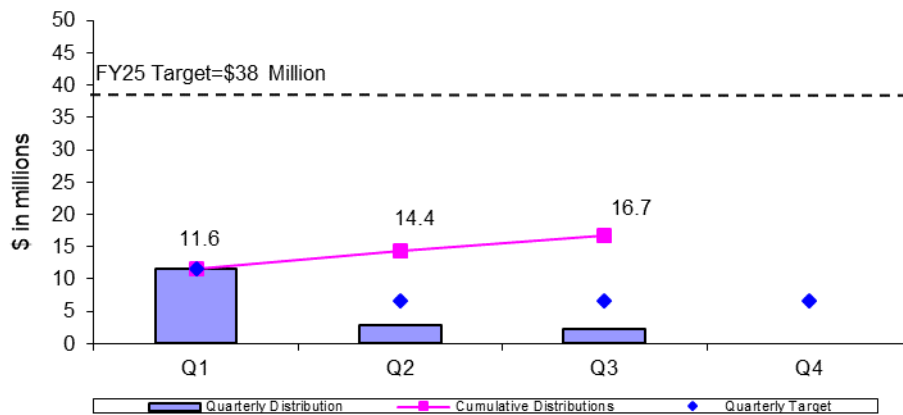
MWRA's Local Water System Assistance Programs (LWSAP) provides \$1.025 billion in interest-free loans (an average of about \$24 million per year from FY01 through FY35) to member water communities to perform water main rehabilitation projects within their locally-owned water distribution systems. There have been four (3) funding phases: Phase 1 at \$222 Million, Phase 2 at \$210 Million, and Phase 3 at \$293 Million. Eligible project costs include: water main cleaning/lining, replacement of unlined water mains, lead service replacements, valve, hydrant, water meter, tank work, engineering design, engineering services during construction, etc. MWRA partially-supplied communities receive pro-rated funding allocations based on their percentage use of MWRA water. Interest-free loans are repaid to MWRA over a ten-year period beginning one year after distribution of the funds. The Phase 1 water loan program concluded in FY13 with \$222 million in loan distributions. The Phase 2 - LWSAP continues distributions through FY25. The Phase 3 LWSAP is authorized for distributions from FY18 through FY30. And the Phase 4 – LWSAP is authorized for distributions from FY25 through FY35.

**Local Water System Assistance Program Distribution FY01-FY35**



During the 3<sup>rd</sup> Quarter of FY25, \$2.3 million in interest-free loans was distributed to fund local water projects in Belmont, Saugus and Watertown. Total loan distribution to date for FY25 is \$16.7 million. From FY01 through the 3<sup>rd</sup> Quarter of FY25, \$593 million has been distributed to fund 542 local water system rehabilitation projects in 43 MWRA member water communities. Distribution of the remaining funds has been approved through FY35 and community loan repayments will be made through FY45. All scheduled community loan repayments have been made.

**FY25 Quarterly Distributions of Water Loans**



# Community Support Programs

3<sup>rd</sup> Quarter – FY25

## Lead Service Line Replacement Loan Program

By its vote on March 16, 2016, the Board approved an enhancement to the Local Water System Assistance Program to provide up to \$100 million in 10-year zero-interest loans to communities solely for efforts to fully replace lead service lines. On June 26, 2024, the Board approved an additional \$100 million, and authorized the addition of a 25% grant for communities who commit to fully fund the replacement of the portion of lead service lines located on private property.

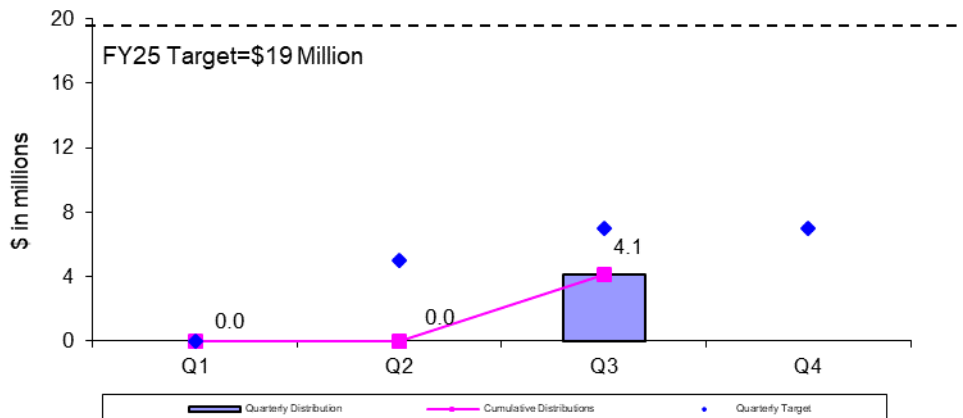
The Lead Service Line Replacement Loan Program is also referenced as the Lead Replacement Program or LRP. Each community can develop its own program, tailored to their local circumstances. MWRA's goal in providing financial assistance to member communities is to help communities remove lead from their water systems. MWRA's goal is for all lead service lines to be removed by 2032, meeting the requirements of the Lead and Copper Rule Improvements.

### Distributed Lead Funds

Boston	\$3.5M
Brookline	\$2.0M
Chelsea	\$2.6M
Everett	\$5.5M
Lexington	\$3.9M
Malden	\$0.5M
Marlborough	\$5.0M
Melrose	\$1.0M
Needham	\$1.0M
Newton	\$4.0M
Quincy	\$3.0M
Reading	\$1.5M
Revere	\$1.5M
Somerville	\$2.5M
Watertown	\$1.8M
Weston	\$0.2M
Winchester	\$2.8M
Winthrop	\$5.6M
<b>Total</b>	<b>\$47.9M</b>

During the 3<sup>rd</sup> Quarter of FY25, \$4.1 million in Lead Replacement Program grants and loans were distributed to fund local water projects in Brookline, Chelsea, Watertown and Winthrop. Chelsea and Winthrop were the first two grant recipients under the revised program. Total loan distribution to date for FY25 is \$4.1 million. From FY17 through the 3<sup>rd</sup> Quarter of FY25, \$47.9 million has been distributed to fund 53 lead replacement projects in 18 MWRA member water communities. Distribution of the remaining funds has been approved through FY33 and community loan repayments will be made through FY43. All scheduled community loan repayments have been made.

### FY25 Quarterly Distributions of Lead Service Line Replacement Loans

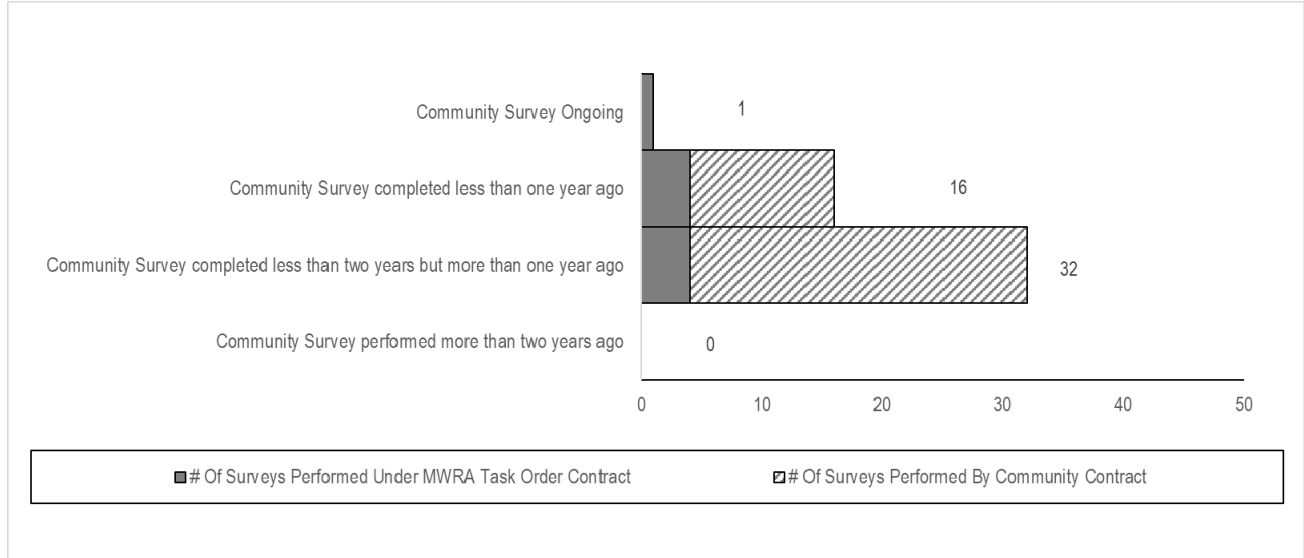


# Community Support Programs

3<sup>rd</sup> Quarter – FY25

## Community Water System Leak Detection

To ensure member water communities identify and repair leaks in locally-owned distribution systems, MWRA developed leak detection regulations that went into effect in July 1991. Communities purchasing water from MWRA are required to complete a leak detection survey of their entire distribution system at least once every two years. Communities can accomplish the survey using their own contractors or municipal crews, or alternatively, using MWRA’s task order leak detection contract. MWRA’s task order contract provides leak detection services at a reasonable cost that has been competitively procured (3-year, low-bid contract) taking advantage of the large volume of work anticipated throughout the regional system. Leak detection services performed under the task order contract are paid for by MWRA and the costs are billed to the community the following year. During the 2<sup>nd</sup> Quarter of FY25, all member water communities were in compliance with MWRA’s Leak Detection Regulation.



## Community Water Conservation Outreach

MWRA’s Community Water Conservation Program helps to maintain average water demand below the regional water system’s safe yield of 300 mgd. Current 5-year average water demand is less than 200 mgd. The local Water Conservation Program includes distribution of water conservation education brochures (indoor - outdoor bill-stuffers) and low-flow water fixtures and related materials (shower heads, faucet aerators, and toilet leak detection dye tabs), all at no cost to member communities or individual customers. The Program’s annual budget is \$25,000 for printing and purchase of materials. Annual distribution targets and totals are provided in the table below. Distributions of water conservation materials are made based on requests from member communities and individual customers.

	Annual Target	Q1	Q2	Q3	Q4	Annual Total
<b>Educational Brochures</b>	100,000	16,504	6,456	267		<b><u>23,227</u></b>
<b>Low-Flow Fixtures (showerheads and faucet aerators)</b>	10,000	1,352	700	616		<b><u>2,668</u></b>
<b>Toilet Leak Detection Dye Tablets</b>	-----	2,517	524	665		<b><u>3,706</u></b>

## BUSINESS SERVICES

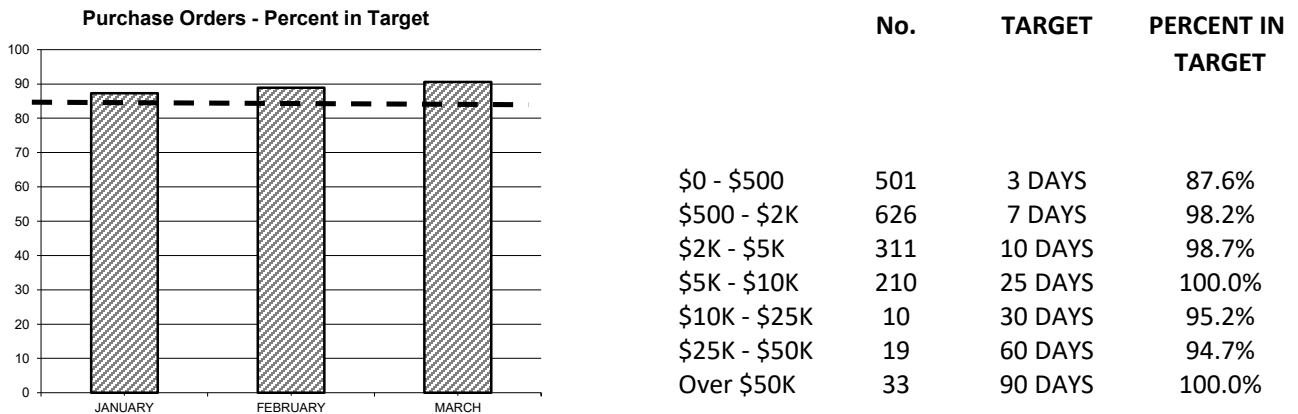
## Procurement: Purchasing and Contracts

3<sup>rd</sup> Quarter - FY25

**Background:** Goal is to process 85% of Purchase Orders and 80% of Contracts within Target timeframes.

**Highlights:** Processed 95% of purchase orders within target; Average Processing Time was 4.00 days vs. 4.14 days in Qtr 3 FY24. Processed 33% (3 of 9) of contracts within target timeframes; Average Processing Time was 183 days vs. 145 days in Qtr 3 FY24.

### Purchasing



The Purchasing Unit processed 1805 purchase orders, 19 less than the 1824 processed in Qtr 3 of FY24 for a total value of \$12,673,650 versus a dollar value of \$12,290,457 in Qtr 3 of FY24.

The purchase order processing target was met for all categories.

### Contracts, Change Orders and Amendments

Procurement executed nine contracts with a value of \$34,354,220 and eighteen amendments with a value of \$7,233,181. Six contracts were not executed within the target timeframes. One contract was delayed due to revisions to specifications and coordination with the City of Newton regarding their input and review. Additionally, this contract's secondary contract was delayed as a result. Another contract was delayed due to staff summary requirements. The fourth contract was delayed to allow for alignment with the EPA issuing its final NPDES permit. Because the local limits should be established close in time to the permit application, the best approach was to extend the procurement and award time. A fifth contract was delayed due to delays associated with selection committee scheduling and availability. The final contract was delayed due to bidding issues with filed sub bids resulting in the need to re-bid subsequently causing further delays.

Staff reviewed 32 proposed change orders and 31 draft change orders.

Thirty change orders were executed during the period. The dollar value of all non-credit change orders during Q3 FY25 was \$2,624,483 and the value of credit change orders was (\$2,623,670).

Note: A credit change order is a change order that results in a decrease in contract value.

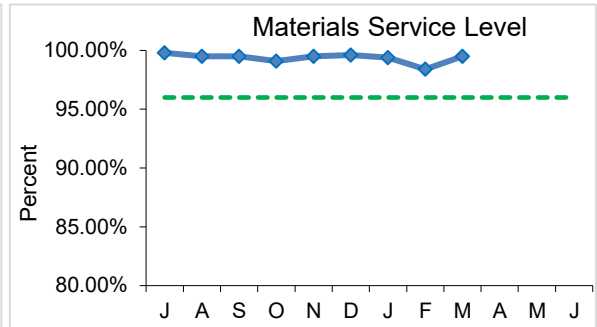
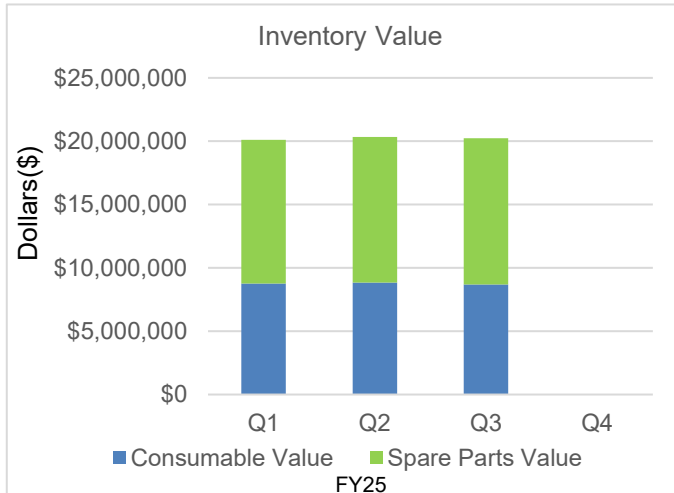
# Materials Management

## 3<sup>rd</sup> Quarter - FY25

The Materials Management department manages the three regional warehouses (Chelsea, Deer Island and Southboro). This includes the replenishment and receipt of both consumable and spare parts items to meet the needs of the MWRA. Additionally, MWRA tools and equipment are safeguarded through the Property Pass unit within the Materials Management department.

Inventory goals focus on:

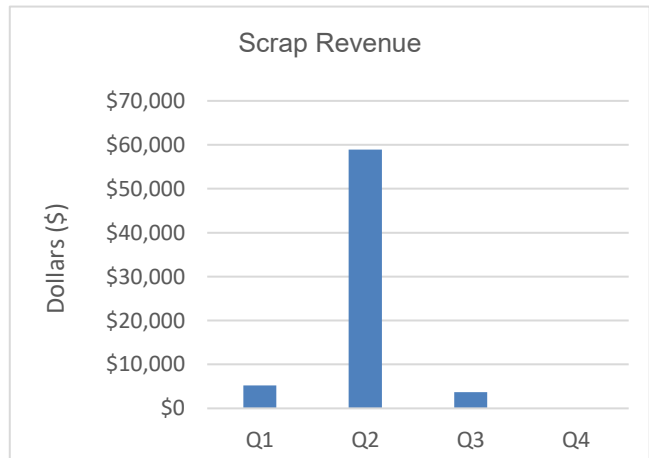
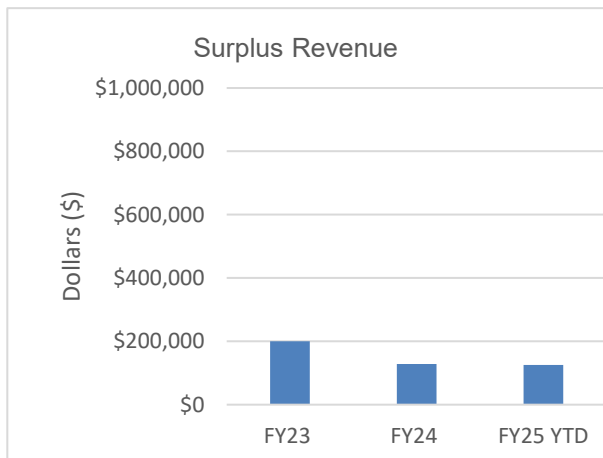
- Maintaining optimum levels of consumables inventory (office supplies, electrical, safety, etc.) and spare parts inventory (critical items such as actuators, motors, muffin monsters, etc.) necessary to support MWRA Operations and Maintenance. Typically spare parts carry longer lead times.
- Adding new items to inventory to meet changing business needs.
- Reviewing consumables and spare parts for obsolescence.
- Managing and controlling valuable equipment and tools via the Property Pass Program.



The service level is the percentage of stock requests filled. The goal is to maintain a service level of 96%. Staff issued 7836 (99.1%) of the 7,911 items requested in Q3 from the inventory locations for a total dollar value of \$2,110,093.

Property Pass Program:

- Conducts audits of tools and equipment to ensure the safeguarding of MWRA assets.
- Manages the disposition and sale of surplus tools and equipment through GovDeals, an online auction site.
- Manages the surplusing of scrap metals and materials generating revenue to the MWRA staff.



# MIS Program

3<sup>rd</sup> Quarter – FY25

## Project Updates

### Infrastructure & Security

SD-WAN: Final circuit scheduled for installation on Deer Island in April. Working with Managed Security Services Provider to reconfigure firewalls to utilize redundant paths.

CUCM VOIP Upgrade: Held kickoff meeting in February. Upgrade scheduled for mid-April with cutover scheduled for late April.

Server/Database Version Upgrades: Staff continue to meet monthly to review and identify migration paths of infrastructure to maintain support.

Live Stream Webcam: New cameras installed in Cosgrove and Deer Island. Installation of new camera for Quabbin expected in April. Working with website vendor to integrate onto mwra.com. Expected completion in April.

O365 Migration: Domain name reclaimed for tenant and rework completed to begin mailbox migrations again. Office upgrades have started for Pilot group along with mailbox migrations to M365. Project team working to recreated SharePoint area for Tunnel Dept. Staff working with Microsoft on advanced permissions configurations.

AutoCAD Desktop Virtualization: Most users have been transitioned to the virtual environment.

Deer Island Cabling Upgrades: Ethernet cabling for Admin/Lab 3 & 4 underway. DITP auxiliary buildings scope being procured. Staff continue to work to identify pathways for fiber cabling upgrades.

AWIA/Security: Completed AWIA re-certification process. Scoping underway for additional network assessments, the implementation of technology to monitor east/west traffic, and wired network access controls.

Application Delivery Controller: Implementation completed.

VMHosts Hardware Refresh: All the physical servers supporting the virtualized environments need a hardware refresh. Hardware and software procurements underway.

### Library, Record Center, & Training

MIS Training: In Q3, 10 online IT lessons were taken (40 YTD), by 7 employees (53 YTD).

Library: Completed 20 research requests and provided access to 6 new books/reports, 13 articles, and 1 new standard (outside subscription). The MWRA Library Portal supported 969 user searches (an increase over last quarter) on topics including construction contracts, odor control, and reservoir history, inter-basin transfers, operation and maintenance manuals, and pump stations.

Record Center (RC): Handled 239 total boxes. The RC Manager attended 3 virtual RCB meetings. The RC performed database/physical box searches for various departments. Research included Engineering documents, staff summaries, personnel files, Law requests, invoices, various construction contracts and 8M permits.

### Applications

ECM/Electronic Document Management: Staff Summary processes went into production in March, and vendor is working to resolve some outstanding email issues. Contract Requisition processes fully tested by MIS and ready for User Acceptance Testing. Final configuration being completed by the vendor for the Policy workflow. Internal work continues on migration of the remaining InfoStar data into ECM in the hopes of formally retiring InfoStar at the end of this project.

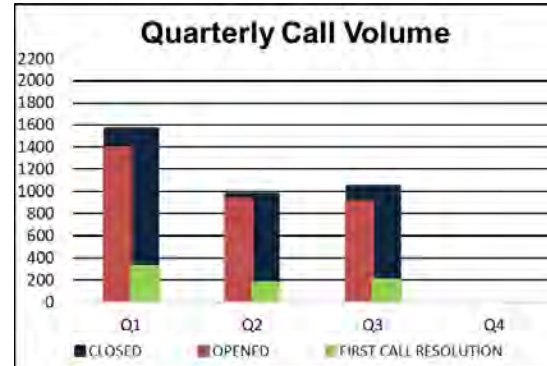
Infor Upgrade/Migration: MIS development staff are progressing with project tasks, including creating reports, integrations, and configurations for MWRA end users. Systems Integration Testing is set to finish in April, followed by User Acceptance Testing and Training. Integration work continues for MWRA Custom applications and Maximo Asset Management with Infor Lawson (CloudSuite). Collaborations with the vendor (MHC) focus on configuring and testing the MHC Northstar application. TRAC invoice and customer integrations are undergoing testing. End Users opted to stay with the ApplicantPro Talent Acquisition application over CloudSuite's version. Remaining tasks involve development, testing, training, and implementation activities.

Maximo/Lawson Interface: MIS staff collaborated with IBM Support to resolve Directory Services (LDAP) and WebSphere issues, reconfiguring the server cluster to remove two problematic UIs. They addressed user query issues and are working with the Infor CloudSuite vendor (RPI) on Maximo integrations, focusing on the Work Order API. MIS hired a consultant system administrator to optimize the application and servers and assist with Maximo-CloudSuite integration. Meetings were held with Operations users to prioritize Maximo-related issues. Additionally, the 1080 interface was updated to handle serial number field lengths and new component values.

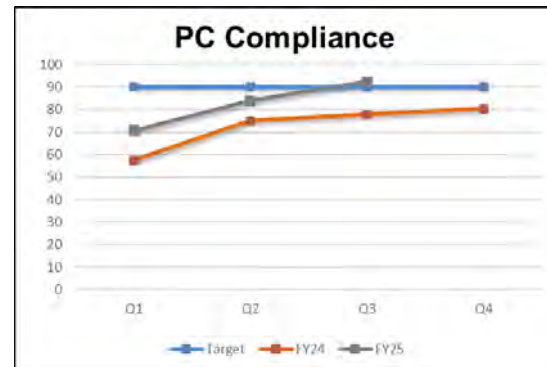
PI ProcessBook Upgrade (dataParc): The dataParc implementation project continued through February. The design phase and infrastructure setup are complete, with servers built and software installed. Migration of DITP and FOD ProcessBook displays to dataParc is in progress. Next steps include testing, training, and implementation.

## Numbers & Statistics

Summary of calls managed by the Helpline.



Percentage of user endpoints in compliance with system updates. These numbers are a direct reflection of accessibility to these systems. Daytime patching began in January for mobile devices.



**Legal Matters**  
2nd Quarter - FY25

**PROJECT ASSISTANCE**

**Real Estate, Contract, Energy, Environmental, and Other Support:**

- **8(m) Permits and License Agreements:** Reviewed seventy-eight (78) 8(m) permits, including any related MEPA Section 61 Findings. Drafted and finalized third amendment to MWRA and Massachusetts Institute of Technology License Agreement. Reviewed Direct Connection Permit 24-10-205DC - proposed 8-inch PVC gravity sanitary line to connect into MWRA System at Station 113+59 of MWRA Section 52 in Arlington.
- **Real Property:** Revised MOA between MWRA, the City of Lynn, and a developer with respect to certain easements and underground stormwater storage units on a parcel of land in Lynn where easements are needed for Contract 7454 - Section 56 Water Pipeline Replacement Project. Revised eminent domain orders of takings, revised grant of easement documents, and drafted staff summaries related to property rights, which are needed for Contract 7454 - Section 56 Water Pipeline Replacement Project. Revised grant of easements document from MBTA to MWRA related to MWRA Contract No. 7722 – Northern Extra Sections 45 and 63 in Lexington, MA. Reviewed draft easement plans for Contract 7216, Interceptor Renewal No. 7 Malden-Melrose (Sections 41/42/49/54/65). Reviewed easement areas needed for MWRA Contract No. 6543 - WASM 3 CP-2 project in Waltham. Reviewed and finalized package for Quabbin Watershed WPR Acquisition W-001258 in Barre, MA and verified acreage, parcel references and corrections to various instruments in preparation for closing and recording. Reviewed various property interests for Metropolitan Water Tunnel Program and prepared summaries and property maps. Reviewed lease and supplementary documents for Core Storage Shed and drafted correspondence. Assisted staff concerning parcel of land in Framingham under MWRA's care, custody, and control. Drafted template for notices of offer for Contract 7216, Interceptor Renewal No. 7 Malden-Melrose (Sections 41/42/49/54/65). Revised confirmatory release deed for property in Chelsea.
- **Environmental:** Assisted environmental program in securing a Wetlands Protection Act Order of Conditions for the Section 56 Water Pipeline Replacement Project. Reviewed EPA *Designation of Certain Stormwater Discharges in the Commonwealth of Massachusetts*; and *Draft Permit under the National Pollutant Discharge Elimination System of the Clean Water Act*. Reviewed and revised draft Water Supply Continuation Agreements with nine (9) municipalities including Cambridge, Canton, Framingham, Lynn Water and Sewer, Needham, Northborough, Peabody, Weston, and Winchester. Assisted with preparation of the Supplemental Report and related filings in the Boston Harbor Case.
- **Energy:** Assisted energy program and finalized contract terms regarding electricity supply for MWRA profile accounts. Assisted Internal Audit with review of the anticipated capacity and support filing for calendar year 2025. Prepared necessary filings and correspondence concerning the Harbor Electric Energy Corporation proposed 2025 Capacity and Support Charge filing, D.P.U. 24-175. Assisted with responses to requests for Tax Code Section 179D allocations regarding certain design work at MWRA facilities.
- **Miscellaneous:** Reviewed documents for submission to Records Conservation Board for disposition. Updated information for records management training materials. Drafting verification

form for departmental use in records management review. Reviewed terms of construction contract and various documents concerning dispute and provided assistance to staff. Finalized revisions to agreement and exhibits for Turkey Hill permit renewal. Revised watershed land acquisition program memorandum. Drafted first amendments to the Memoranda of Understanding with the City of Quincy and the Town of Winthrop. Reviewed records management documents; preparing procedures and verification form for departmental use in records management review. Reviewed correspondence, construction contract and various documents concerning dispute. Reviewed draft regulations for Open Space Act and discussed provisions with staff for anticipated MWTP property acquisitions. Drafted letter for title exam services. Reviewed correspondence, construction contract and prepared documents for dispute resolution.

- **Public Records Requests:** During the 2<sup>nd</sup> Quarter FY 2025, MWRA received and responded to one hundred sixty-two (162) public records requests.

## LITIGATION/CLAIMS

- **New Lawsuits:**

There are six new cases in 2<sup>nd</sup> Quarter FY 2025.

IPC Lydon, LLC v. MWRA; Suffolk Superior Court C.A. No. 2484CV02946

This action involves claims for alleged extra time and compensation by the Plaintiff contractor IPC Lydon, LLC (“IPCL”) related to MWRA Contract 7704, Clinton Influent Screw Pumps, Clinton Wastewater Treatment Plant. IPCL alleges Breach of Contract, Breach of Implied Covenant of Good Faith and Fair Dealing seeks an order compelling the MWRA to issue a decision on IPCL's outstanding claim. IPCL seeks damages in the amount of \$448,305.53.

Gritstone Bio, LLC; District of Delaware, Chapter 11 Case No. 24-12305 (KBO)

This is a bankruptcy action in which MWRA received a Ch. 11 Notice of Proposed Sale on Nov 26<sup>th</sup>. The debtor is a TRAC permittee. The Deadline to Object to the Debtor's Request to Approve the Sale of Purchased Assets free and clear of all encumbrances was December 4, 2024.

Perry Fiberglass Products, Inc. v. MWRA; Suffolk Superior Court C.A. No. 2484CV02841

Perry Fiberglass, a subcontractor to General Contractor Walsh Construction, filed a lawsuit against the Authority on October 29, 2024 alleging that it is due additional compensation for the increased cost of materials it provided in connection with Contract 7548 – Nut Island Headworks Odor Control and HVAC Improvements. Perry Fiberglass alleges breach of contract and seeks damages of \$1,721,440.00.

KP Advisory Group Brady ABC; Brady Enterprises, Inc.

On October 17, 2024, MWRA received Brady Enterprises, Inc.'s Assignment for the Benefit of Creditors. After investigation, MWRA determined that it has no claim against this debtor.

Massachusetts Water Resources Authority v. Massachusetts Department of Environmental Protection, Suffolk Sup. Ct. No. 2484CV02837

On October 28, 2024, the Authority filed a certiorari action in Superior Court to challenge the discharge limit set forth in DEP's Final Determination to Adopt a Water Quality Standards Variance for Combined Sewer Overflow Discharges to Alewife Brook/Upper Mystic River Basin and Final Determination to Adopt a Water Quality Standards Variance for Combined Sewer

Overflow Discharges to Lower Charles River/Charles Basin with respect to certain CSO outfalls. Related are *In the Matters of Massachusetts Water Resources Authority Challenge to Certain Conditions in Alewife Brook/Upper Mystic River Basin and Lower Charles River/Charles River Basin Variances*, OADR Nos. 2024-029 and 2024-030 in which the Authority filed notices of claim for adjudicatory appeal and requests for adjudicatory hearing with DEP's Office of Appeal and Dispute Resolution.

Mozynski, Azurde, USBC- District of MA, Case No. 24-41210

On December 30, the Authority received a Notice of Chapter 13 Bankruptcy.

- **New Claims:**

There was one new claim in 2<sup>nd</sup> Quarter FY 2025.

Adrian Danemayer, MVA. Law Division received a Demand package on October 28, 2024 claiming alleged personal injuries and property damage arising out of a motor vehicle accident involving an MWRA vehicle and a bicycle near Storrow Drive on May 9, 2024. The claim was settled by MWRA paying \$35,000 in exchange for a full release of all claims.

- **Significant Developments:**

MWRA v. Baldwin Energy, LLC & Hanover Insurance Co.; Suffolk Superior Court C.A. No.2484CV01019-BLS2. The Court scheduled a Litigation Control Conference for February 11, 2025.

Barletta Heavy Division, Inc. ("BHD") v. MWRA; Suffolk Superior Court C.A. No. 2484CV02185 BLS2. The Court scheduled a Litigation Control Conference for January 8, 2025.

Perry Fiberglass Products, Inc. v. MWRA; Suffolk Superior Court C.A. No. 2484CV02841. On December 11, MWRA served a Motion Dismiss on Plaintiff, Perry Fiberglass. Perry's Opposition to MWRA's Motion to Dismiss is due on January 6, 2025.

United States of America v. Metropolitan District Commission, et al., USDC No. 85-0489- RGS (Boston Harbor Case)

On December 27, MWRA filed its Supplement to 2021 Final Combined Sewer Overflow Post Construction Monitoring Program and Performance Assessment Report.

- **Closed Cases:**

KP Advisory Group Brady ABC; Brady Enterprises, Inc.

On October 17, 2024, MWRA received Brady Enterprises, Inc.'s Assignment for the Benefit of Creditors. There is no MWRA claim.

In re: Invivo Therapeutics Corp., et al.; District of Delaware, Case No. 24-10137 (MFW) This is a Chapter 11 bankruptcy matter. On July 26, 2024, MWRA received Notice of Entry of the Order approving disclosure statement. There is no MWRA claim.

- **Closed Claims:**

There is one Closed Claim to report.

Adrian Danemayer, MVA

Law Division received a Demand package on October 28, 2024 claiming alleged personal injuries and property damage arising out of a motor vehicle accident involving an MWRA vehicle and a bicycle near Storrow Drive on May 9, 2024. This claim settled for \$35,000 in November 2024.

- **Subpoenas:**

During the 2<sup>nd</sup> Quarter of FY 2025, one new subpoena was received. There are two pending subpoenas.

**SUMMARY OF PENDING LITIGATION MATTERS**

TYPE OF CASE/MATTER	As of Dec 2024
Construction/Contract/Bid Protest	5
Tort/Labor/Employment	1
Environmental/Regulatory/Other	3
Eminent Domain/Real Estate	0
<b>TOTAL</b>	<b>9</b>
Other Litigation matters (restraining orders, etc.) - Class Action suits	5
<b>TOTAL – all pending lawsuits</b>	<b>14</b>
Claims not in suit	0
Bankruptcy	7
Wage Garnishment	1
TRAC/Adjudicatory Appeals	2
Subpoenas	2
<b>TOTAL – ALL LITIGATION MATTERS</b>	<b>26</b>

## TRAC/MISC. ADMIN. APPEALS

- **Appeals Pending:**

There are two pending TRAC appeals in 2<sup>nd</sup> Quarter FY 2025:

1058 Beacon Street, Newton, MA; MWRA Docket No. 22-01

Tri-Town Regional Water District; MWRA Docket No. 23-03

**Settlement by Agreement of Parties**

There was one Settlement by Agreement of the Parties during the 2<sup>nd</sup> Quarter FY 2025.

Courtyard Marriott Boston Downtown; MWRA Docket No. 23-04.

**Stipulation of Dismissal**

No Stipulations of Dismissal in 2<sup>nd</sup> Quarter FY 2025.

**Notice of Dismissal Fine paid in full**

No Notices of Dismissal, Fines Paid in Full in 2<sup>nd</sup> Quarter FY 2025.

**Tentative**

No Decisions were issued in 2<sup>nd</sup> Quarter FY 2025.

**Final Decisions**

No Final Decisions were issued in 2<sup>nd</sup> Quarter FY 2025.

## LABOR AND EMPLOYMENT

**New Matters**

- An employee filed a charge of discrimination based upon age and race at the Equal Employment Opportunities Commission.
- A union filed a request for arbitration of a grievance asserting that MWRA's issuance of a 10 day suspension to an employee violated the collective bargaining agreement.

## **Significant Developments**

- The MCAD issued a finding of lack of probable cause and dismissed an employee's charge of discrimination based upon sexual orientation, gender identity and retaliation.

## **Matters Concluded**

- A union withdrew a grievance and request for arbitration in which the Union alleged that the MWRA did not offer an employee overtime in violation of the collective bargaining agreement.
- The Department of Unemployment Assistance modified its prior determination after hearing to reflect that a former employee is eligible for unemployment benefits thereby ruling against the MWRA and awarding the former employee unemployment benefits.

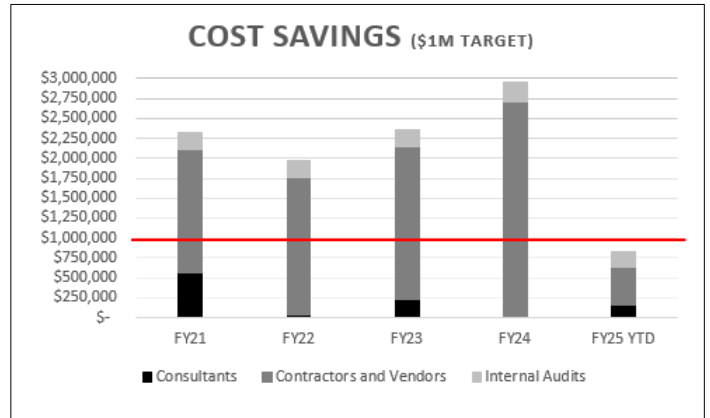
# Internal Audit And Contract Audit Activities

3<sup>rd</sup> Quarter - FY25

## Purpose

Internal Audit evaluates the effectiveness of internal controls and procedures and monitors the quality, efficiency and integrity of the Authority's operating and capital programs. Through our audits and reviews, we assess whether internal controls are functioning as intended and that only reasonable, allowable and allocable costs are paid to consultants, contractors and vendors.

Cost Savings	FY25 YTD
Consultants	\$164,860
Contractors and Vendors	\$473,392
Internal Audits	\$186,261
<b>Total</b>	<b>\$824,513</b>



## Highlights

During the 3<sup>rd</sup> quarter FY25, a review of MWRA Inflow/Infiltration (I/I) Local Financial Assistance Program was completed. Our recommendation included a process of coordinating with relevant banking institutions to ensure timely delivery of escrow statements.

In addition, IA completed 2 incurred cost audits, 2 labor burden reviews, and 2 consultant preliminary reviews. There are 6 incurred cost audits, 1 labor burden review, and 1 consultant review in process. IA also issued 38 indirect cost rate letters to consultants following a review of their consultant disclosure statements.

A review of Needham Core Shed lease for 2023 was finalized and 2024 is being finalized.

Internal Audit also supported updates related to 2 existing policies.

## Status of Recommendations

During FY25, 7 recommendations were closed.

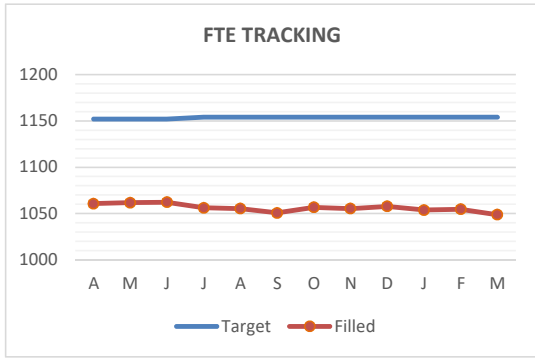
IA follows-up on open recommendations on a continuous basis. All open recommendations have target dates for implementation and are generally targeted to be closed within 12 months of the audit report issue date.

Report Title (issue date)	Audit Recommendations		
	Open	Closed	Total
Accounts Payable Process (3/14/2024)	2	4	6
MWRA Payroll (3/19/2024)	1	2	3
MIS Asset Management (6/28/2024)	1	6	7
Infiltration/Inflow Program Review (3/13/2025)	<u>1</u>	<u>0</u>	<u>1</u>
<b>Total Recommendations</b>	<b>5</b>	<b>12</b>	<b>17</b>

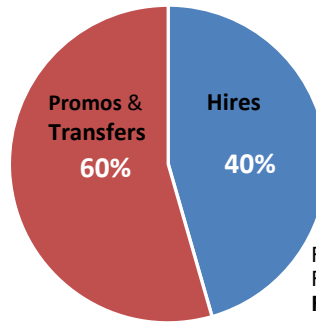
## OTHER MANAGEMENT

# Workforce Management

3<sup>rd</sup> Quarter - FY25



## Position Filled by Hires/Promos & Transfer for YTD



	<u>Pr/Trns</u>	<u>Hires</u>	<u>Total</u>
FY23	133 (59%)	91 (41%)	224
FY24	117 (56%)	93 (44%)	210
<b>FY25</b>	<b>94 (60%)</b>	<b>62(40%)</b>	<b>156</b>

FY25 Budget for FTE's = 1154

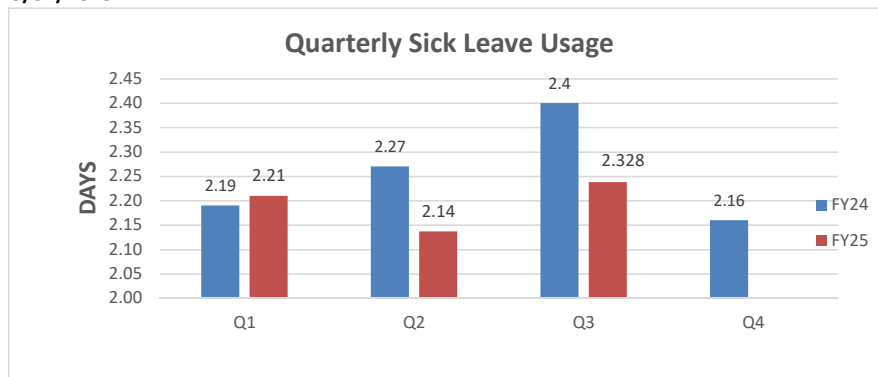
FTE's as of March = 1048.7

Tunnel Redundancy as of March 2025 = 8

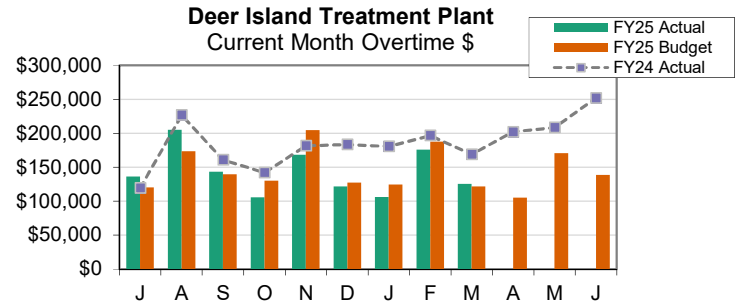
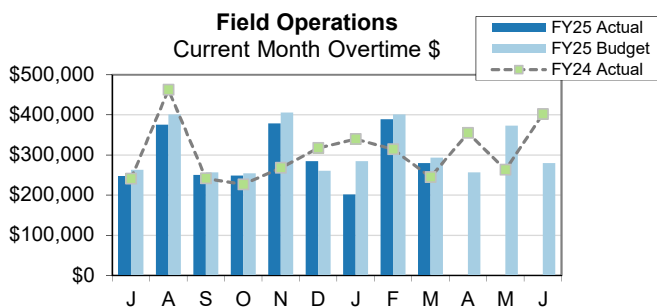
## POSITION CHANGE by FY

FY	HIRES	PROMOS	TRANSFER	RETIRE	RESIGN	DISMISS	DECEASED
FY21	64	66	15	58	15	2	2
FY22	65	108	30	82	45	2	3
FY23	91	118	15	46	31	5	5
FY24	93	97	20	48	30	4	3
<b>FY25*</b>	<b>62</b>	<b>83</b>	<b>11</b>	<b>49</b>	<b>20</b>	<b>4</b>	<b>2</b>

\* as of 3/31/2025



Average quarterly sick leave for the 3rd Quarter of FY25 has decreased compared to the 3rd Quarter of FY24 (2.328 from 2.40)



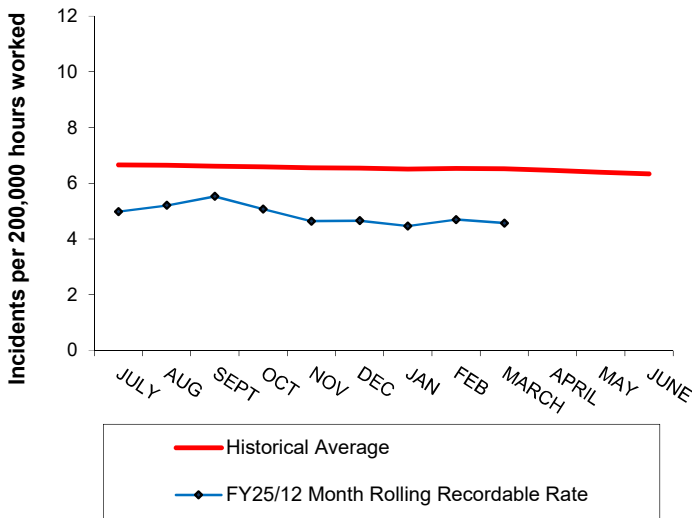
Total Overtime for Field Operations for March was \$279k, which is \$14k or 5% under budget. March emergency events totaled \$84k, or 40% under budget; less than \$1k in snow events, while there was \$60k in rain response OT; other emergency maintenance response totaled \$23k. Total Planned OT was \$97k, which was on budget for the month. Operator Coverage was \$78k, which was 65% over budget for the month, due to vacancies. Maintenance deadline project OT was \$9k for the month. Planned Training OT was \$10k for the month, primarily

Deer Island's total overtime expenditure in March 2025 was 125k, which was \$4k or 3.2% above the budget. In March 2025, Deer Island experienced lower than anticipated Shift Coverage of (\$10.5k) - driven by Wastewater Ops (\$10k); Planned/Unplanned of \$14k; and Storm Coverage of (\$100). YTD Deer Island's overtime spending is \$1.3M, which is (\$41k) or (3.1%) under budget due to (\$76k) Storm Coverage & (\$108k) Shift Coverage offset by Planned/Unplanned of \$142k - driven by \$67k Maintenance, \$21k Process Control, \$46k Thermal, & \$20k Wastewater Ops .

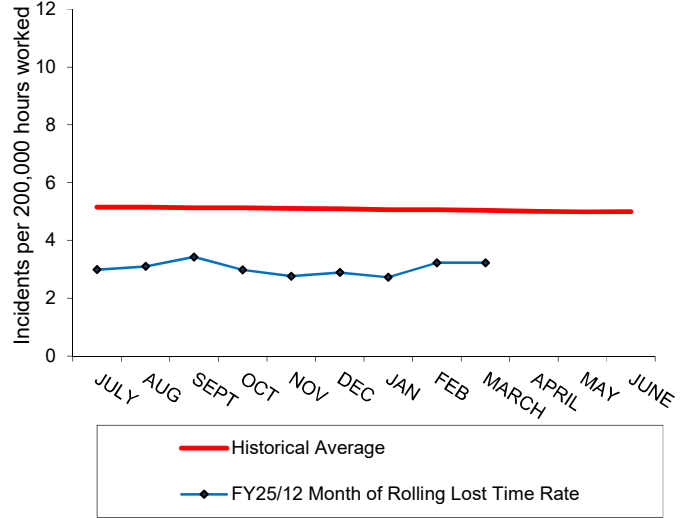
# Workplace Safety

## 3<sup>rd</sup> Quarter - FY25

**Recordable Injury & Illness Rates**



**Lost Time Injury & Illness Rates**

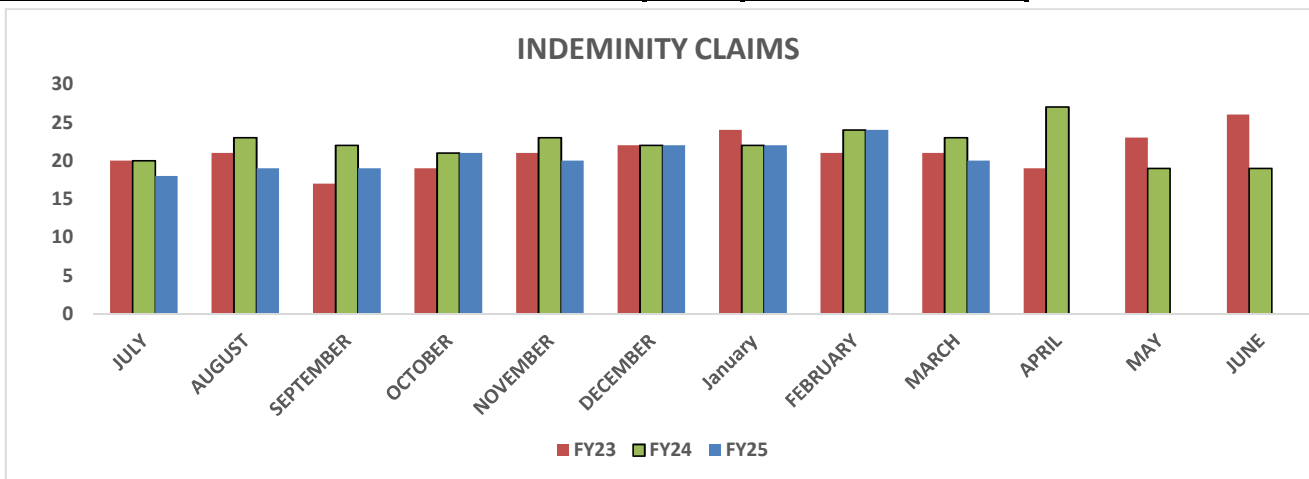


- 1 "Recordable" incidents are all work-related injuries and illnesses which result in death, loss of consciousness, restriction of work or motion, transfer to another job, or require medical treatment beyond first aid. Each month this rate is calculated using the previous 12 months of injury data.
- 2 "Lost-time" incidents, a subset of the recordable incidents, are only those incidents resulting in any days away from work, days of restricted work activity or both - beyond the first day of injury or onset of illness. Each month this rate is calculated using the previous 12 months of injury data.
- 3 The "Historical Average" is computed using the actual MWRA monthly incident rates for FY04 through FY24

### WORKERS COMPENSATION HIGHLIGHTS

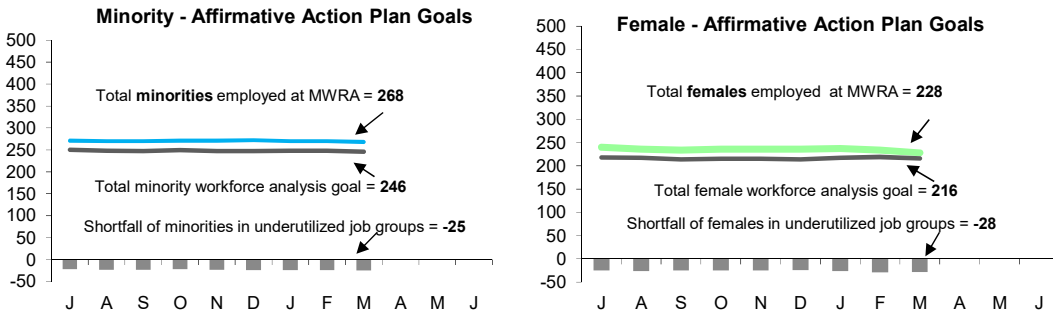
<b>3rd Quarter Info as of 03.31.25</b>			
	New	Closed	Open Claims
Lost Time	1	6	22
Medical Only	2	5	104
Report Only	7	11	
	<b>QYTD</b>		<b>FYTD</b>
Regular Duty Returns	4		9
Light Duty Returns	0		1
<b>Indemnity payments as of March 2025 included in open claims listed</b>			20

### INDEMNITY CLAIMS



# MWRA Job Group Representation

3<sup>rd</sup> Quarter - FY25



**Highlights:**

At the end of Q3 FY25, 6 job groups or a total of 25 positions are underutilized by minorities as compared to 5 job groups for a total of 23 positions at the end of Q3 FY24; for females 7 job groups or a total of 28 positions are underutilized by females as compared to 7 job groups or a total of 25 positions at the end of Q3 FY24. During Q3, 0 minorities and 3 females were hired. During this same period 3 minorities and 1 female were terminated.

**Underutilized Job Groups - Workforce Representation**

Job Group	Employees as of 3/31/2025	Minorities as of 3/31/2025	Achievement Level	Minority Over or Underutilized	Females As of 3/31/2025	Achievement Level	Female Over or Underutilized
Administrator A	23	4	1	3	10	1	9
Administrator B	26	5	5	0	8	7	1
Clerical A	19	9	4	5	14	14	0
Clerical B	22	4	5	-1	4	6	-2
Engineer A	78	16	20	-4	16	21	-5
Engineer B	53	18	15	3	17	10	7
Craft A	114	16	23	-7	0	6	-6
Craft B	126	25	25	0	0	7	-7
Laborer	53	12	14	-2	3	2	1
Management A	84	18	20	-2	31	22	9
Management B	38	12	6	6	6	7	-1
Operator A	61	4	13	-9	4	6	-2
Operator B	66	23	12	11	4	4	0
Professional A	28	8	8	0	14	12	2
Professional B	170	55	53	2	71	65	6
Para Professional	44	17	9	8	19	14	5
Technical A	50	19	12	7	6	11	-5
Technical B	6	3	1	2	1	1	0
<b>Total</b>	<b>1061</b>	<b>268</b>	<b>246</b>	<b>47/-25</b>	<b>228</b>	<b>216</b>	<b>40/-28</b>

**AACU Candidate Referrals for Underutilized Positions**

Job Group	Job Title	# of Vacancies	Requisition Internal/ External	Promotions/ Transfers	AACU Referral External	Position Status = New Hire/Promotion
Clerical B	Warehouse Materials Handler	1	Int.	1	0	PROMO = WM
Engineer A	Sr Civil Engineer	1	Int./Ext.	1	0	PROMO = WM
Engineer A	Sr Engineer	1	Ext.	1	0	PROMO = WF
Craft A	Unit Supervisor	2	Int.	2	0	PROMO = 2WM
Craft A	Trades Foreman	2	Int./Ext.	1	0	PROMO=WM NH=WM
Craft A	M & O Specialist - Wastewater	2	Int./Ext.	1	0	PROMO=WM NH=WM
Craft A	General Foreman	1	Int.	1	0	PROMO = WM
Craft A	Valve Maintenance Foreman	1	Int./Ext.	1	0	PROMO = WM
Craft A	OMC Laborer in Training	1	Ext.	0	0	NH = WM
Craft B	Facilities Specialist I	1	Int.	1	0	PROMO = WM
Craft B	Junior Instrument Technician	1	Int.	1	0	PROMO = HM
Craft B	Plumber/Pipefitter	1	Int./Ext.	0	0	NH = WM
Craft B	Equipment Repair Specialist	1	Ext.	0	0	NH = WM
Craft B	Master Welder I	1	Int./Ext.	0	0	NH = WM
Craft B	Heavy Equipment Operator I	1	Int./Ext.	0	0	NH = WM
Laborers	Supervisor, Equipment Maint	1	Int./Ext.	1	0	PROMO= WM
Laborers	OMC Laborer	2	Ext.	0	0	NH= 2WM
Laborers	Building/Grounds Worker	1	Ext.	0	0	NH= WM
Management A	Program Manager	5	Int./Ext.	5	0	PROMO = 2WM, 3WF
Management B	Facilities Manager	2	Int.	2	0	PROMO = WM, BM
Management B	Operations Supervisor	1	Int.	1	0	PROMO = WM
Management B	Accounting Manager	1	Int./Ext.	1	0	PROMO = HF
Technical A	Sr Instrument Technician	2	Int.	2	0	PROMO = WM, BM
Management B	Sup Water/WW Mechanical Maint	1	Int.	1	0	PROMO= WM

# Minority/Women-Owned Business Enterprise (MBE/WBE) Expenditures

3<sup>rd</sup> Quarter – FY25

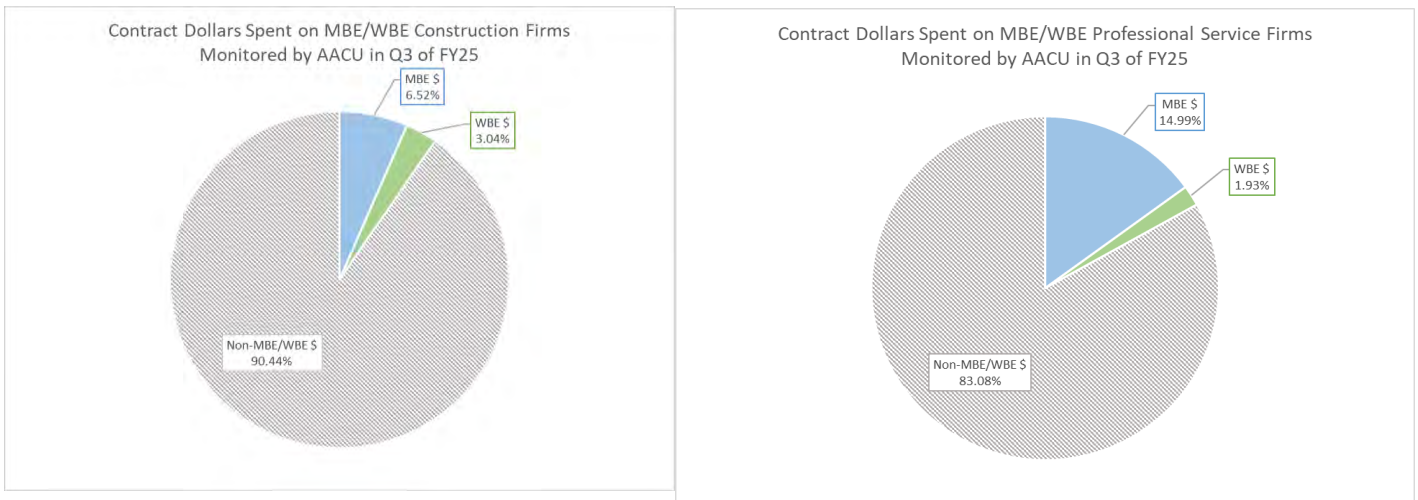
MWRA's goals for construction and professional services expenditures for minority owned business enterprises (MBE) and women owned business enterprises (WBE) is based upon a 2002 Availability Study.\* The goals are as follows:

Construction: 7.24% MBE / 3.6% WBE

Professional Services: 7.18% MBE / 5.77% WBE

Participation goals are only placed on contracts when there is a reasonable expectation of participation from available MBE and WBE firms, whether as prime contractors or as subcontractors, to perform the contracted work.

*\*MWRA is in the process of competitively procuring an expert firm to perform a new availability analysis during the calendar year of 2025.*



In accordance with the Affirmative Action Plan (AAP) for calendar year 2025, MWRA is reporting expenditures starting from Qtr 3 of FY25 in the format consistent with the approved AAP. MWRA is monitoring 12 construction contracts and 28 professional services contracts. In this quarter, MWRA spent approximately 6.52% (approximately \$2.1 million) of all construction payments to MBE firms, and 3.04% (approximately \$987k) on WBE firms. In Qtr 3 of FY25, MWRA spent approximately 14.99% (approximately \$1.6 million) of all professional services payments to MBE firms, and 1.93% (approximately \$200k) on WBE firms. In Qtr 3 of FY25, MWRA spent approximately \$26,417 to MBE or WBE vendors for goods and services.

# MWRA FY25 CEB Expenses

## 3<sup>rd</sup> Quarter – FY25

As of March 2025, total expenses are \$622.8 million, \$15.9 million or 2.5% lower than budget, and total revenue is \$677.0 million, \$2.4 million or 0.4% over the estimate, for a net variance of \$18.3 million.

### Expenses –

**Direct Expenses** are \$219.7 million, \$13.5 million or 5.8% under budget.

- **Wages & Salaries** were \$12.4 million under budget or 12.6%. Regular pay is \$13.0 million under budget, largely due to lower head count. YTD through March, the average Full Time Equivalent (FTE) positions were 1,065 or 103 below the 1,168 FTE's budgeted.
- **Ongoing Maintenance** expense was \$3.9 million over budget or 12.0% due to higher than anticipated project spending as Plant & Machine Services were \$3.4 million over budget primarily due to greater than anticipated work for Deer Island Treatment Plant annual boiler maintenance and earlier than anticipated hydro wicket gate replacement work for the Deer Island Treatment Plant (DITP) Thermal Plant, Hydro Power and Wind Turbine maintenance contract, and also Deer Island Treatment Plant centrifuge maintenance.
- **Professional Services** expense was \$2.0 million under budget or 24.0% primarily due to later than anticipated services for Other Professional Services of \$785k and less than anticipated spending for Engineering and Computer System Consultant of \$349k and \$302k, respectively.
- **Other Services** expense was \$1.8 million under budget or 7.0% primarily due to lower Sludge Pelletization and lower Grit and Screenings expense of \$1.1 million and \$388k, respectively, both due to lower quantities.
- **Fringe Benefits** expenses are \$618k under budget or 3.0%, primarily due to lower spending for Health Insurance of \$536k, reflecting the lower than budgeted head count. As of March FTEs were 103 below budget.
- **Workers Compensation** expense was \$455k under budget or 29.2% due to higher Medical Payments and Compensation Payments of \$237k and \$171k, respectively.

**Indirect Expenses** were \$57.2 million, \$2.3 million or 3.9% below budget driven by lower than Watershed Reimbursement of \$2.5 million.

**Capital Finance Expenses** totaled \$345.9 million, matching budget after the transfer of \$3.0 million to the Defeasance account. The transfer reflects lower variable rate debt expense due to lower than budget interest expense of \$3.0 million as a result of lower than anticipated interest rates.

### Revenue and Income –

**Total Revenue and Income** is \$677.0 million, \$2.4 million or 0.4% over the estimate. The favorable variance was driven by Investment Income of \$21.4 million, \$1.5 million over the estimate due to higher than budgeted average balances and interest rates in addition to Other Revenue which was \$717k over budget.

	Mar 2025 Year-to-Date			
	Period 9 YTD Budget	Period 9 YTD Actual	Period 9 YTD Variance	%
<b>EXPENSES</b>				
WAGES AND SALARIES	\$ 98,073,319	\$ 85,710,211	\$ (12,363,108)	-12.6%
OVERTIME	4,646,356	4,218,619	(427,737)	-9.2%
FRINGE BENEFITS	20,529,121	19,910,648	(618,473)	-3.0%
WORKERS' COMPENSATION	1,555,076	2,009,768	454,692	29.2%
CHEMICALS	14,541,101	14,149,063	(392,038)	-2.7%
ENERGY AND UTILITIES	23,324,398	23,437,255	112,857	0.5%
MAINTENANCE	32,729,475	36,658,936	3,929,461	12.0%
TRAINING AND MEETINGS	443,255	302,927	(140,328)	-31.7%
PROFESSIONAL SERVICES	8,163,028	6,206,456	(1,956,572)	-24.0%
OTHER MATERIALS	4,066,385	3,689,469	(376,916)	-9.3%
OTHER SERVICES	25,210,415	23,453,445	(1,756,970)	-7.0%
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 233,281,929</b>	<b>\$ 219,746,797</b>	<b>\$ (13,535,135)</b>	<b>-5.8%</b>
INSURANCE	\$ 3,353,284	\$ 3,503,900	\$ 150,616	4.5%
WATERSHED/PILOT	25,671,336	23,130,867	(2,540,469)	-9.9%
HEEC PAYMENT	6,455,414	6,510,376	54,962	0.9%
MITIGATION	1,367,673	1,367,673	-	0.0%
ADDITIONS TO RESERVES	1,429,709	1,429,709	-	0.0%
RETIREMENT FUND	21,264,519	21,264,519	-	0.0%
POST EMPLOYEE BENEFITS	-	-	-	---
<b>TOTAL INDIRECT EXPENSES</b>	<b>\$ 59,541,935</b>	<b>\$ 57,207,043</b>	<b>\$ (2,334,891)</b>	<b>-3.9%</b>
STATE REVOLVING FUND	\$ 62,762,151	\$ 62,762,151	\$ -	0.0%
SENIOR DEBT	232,138,812	232,138,812	-	0.0%
DEBT SERVICE ASSISTANCE	-	-	-	---
CURRENT REVENUE/CAPITAL	-	-	-	---
SUBORDINATE MWRA DEBT	48,559,629	48,559,629	-	0.0%
LOCAL WATER PIPELINE CP	-	-	-	---
CAPITAL LEASE	2,412,795	2,412,795	-	0.0%
VARIABLE DEBT	-	(3,020,198)	(3,020,198)	---
DEFEASANCE ACCOUNT	-	3,020,198	3,020,198	---
DEBT PREPAYMENT	-	-	-	---
<b>TOTAL CAPITAL FINANCE EXPENSE</b>	<b>\$ 345,873,387</b>	<b>\$ 345,873,387</b>	<b>\$ -</b>	<b>0.0%</b>
<b>TOTAL EXPENSES</b>	<b>\$ 638,697,251</b>	<b>\$ 622,827,227</b>	<b>\$ (15,870,026)</b>	<b>-2.5%</b>
<b>REVENUE &amp; INCOME</b>				
RATE REVENUE	\$ 641,616,000	\$ 641,616,000	\$ -	0.0%
OTHER USER CHARGES	7,977,758	8,124,078	146,320	1.8%
OTHER REVENUE	5,226,188	5,943,445	717,257	13.7%
RATE STABILIZATION	-	-	-	---
INVESTMENT INCOME	19,838,891	21,361,279	1,522,388	7.7%
<b>TOTAL REVENUE &amp; INCOME</b>	<b>\$ 674,658,837</b>	<b>\$ 677,044,802</b>	<b>\$ 2,385,965</b>	<b>0.4%</b>

## Cost of Debt 3<sup>rd</sup> Quarter – FY25

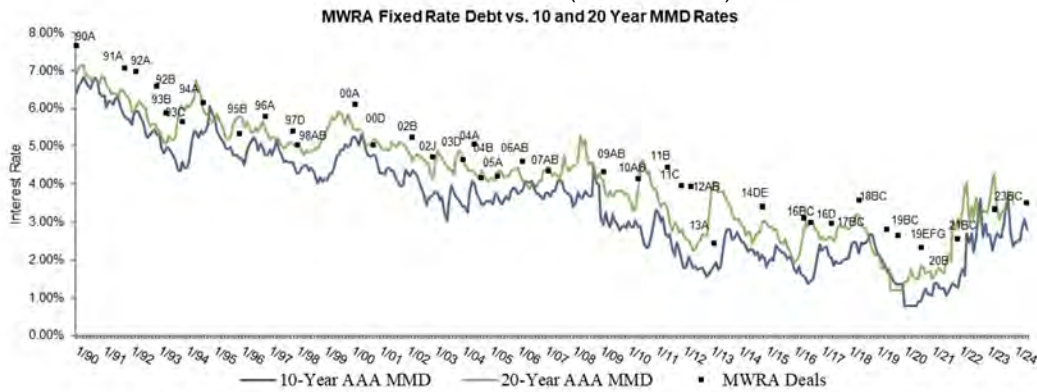
MWRA borrowing costs are a function of the fixed and variable tax exempt interest rate environment, the level of MWRA's variable interest rate exposure and the perceived creditworthiness of MWRA. Each of these factors has contributed to decreased MWRA borrowing costs since 1990.

### Average Cost of MWRA Debt FYTD

Fixed Debt (\$2.76 billion)	3.25%
Variable Debt (\$334.8 million)	3.61%
SRF Debt (\$749.36 million)	1.82%
<b>Weighted Average Debt Cost (\$3.84 billion)</b>	<b>3.00%</b>

### Most Recent Senior Fixed Debt Issue April 2024

2024 Series B and C (\$445.5 million) 3.68%

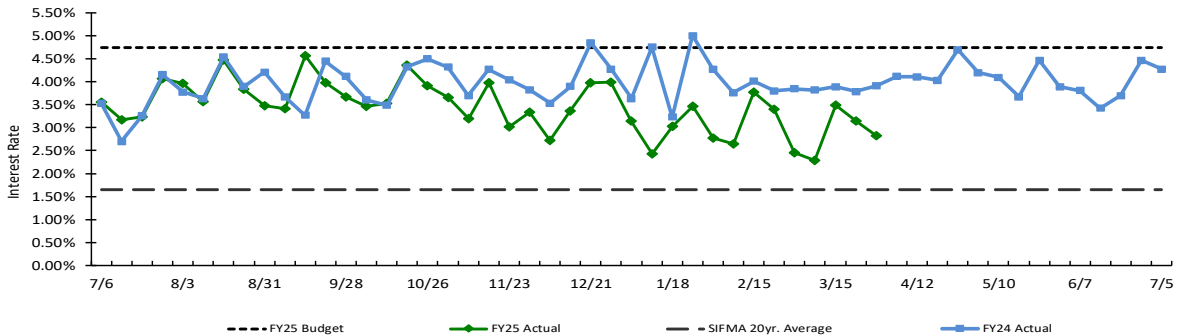


Bond Deal	1998AB	2000A	2000D	2002B	2002J	2003D	2004A	2004B	2005A	2006AB	2007AB	2009AB	2010AB	2011B
Rate	5.04%	6.11%	5.03%	5.23%	4.71%	4.64%	5.05%	4.17%	4.22%	4.61%	4.34%	4.32%	4.14%	4.45%
Avg Life	24.4 yrs	26.3 yrs	9.8 yrs	19.9 yrs	19.6 yrs	18.4 yrs	19.6 yrs	13.5 yrs	18.4 yrs	25.9 yrs	24.4 yrs	15.4 yrs	16.4 yrs	18.8 yrs

Bond Deal	2011C	2012AB	2013A	2014D-F	2016BC	2016D	2017BC	2018BC	2019BC	2019EFG	2020B	2021BC	2023BC	2024BC
Rate	3.95%	3.93%	2.45%	3.41%	3.12%	2.99%	2.98%	3.56%	2.82%	2.66%	2.33%	2.56%	3.35%	3.68%
Avg Life	16.5 yrs	17.9 yrs	9.9 yrs	15.1 yrs	17.4 yrs	18.8 yrs	11.2 yrs	11.7 yrs	11.9 yrs	9.73 yrs	15.6 yrs	12.2 yrs	10.45 yrs	11.77 yrs

### Weekly Average Variable Interest Rates vs. Budget

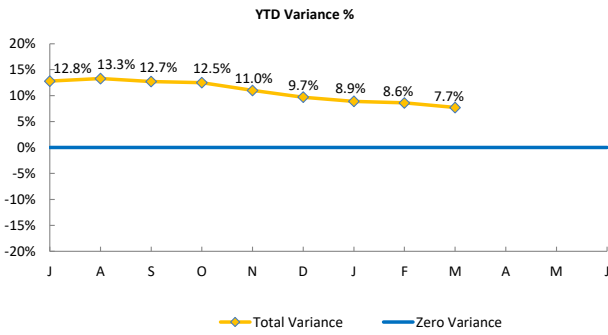
MWRA currently has eight variable rate debt issues with \$334.8 million outstanding, excluding commercial paper. Variable rate debt has been less expensive than fixed rate debt in recent years as short-term rates have remained lower than long-term rates on MWRA debt issues. In March, the Securities Industry and Financial Markets Association rate ranged from a high of 3.62% to a low of 1.86% for the month. MWRA's issuance of variable rate debt, although consistently less expensive in recent years, results in exposure to additional interest rate rise as compared to fixed rate debt.



# Investment Income

3<sup>rd</sup> Quarter – FY25

➤ YTD variance is 7.7%, \$1.5 million, over budget primarily due to higher than budgeted average balances.

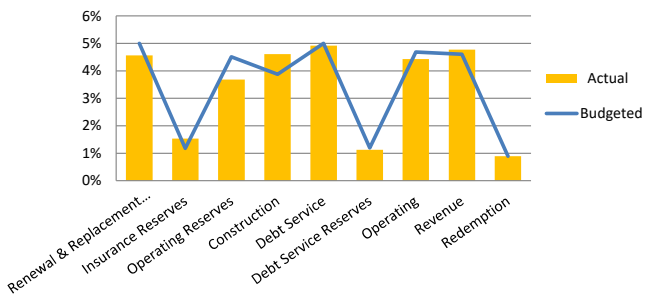


	(\$'000)			
	BALANCES IMPACT	RATES IMPACT	TOTAL	%
Renewal & Replacement Reserves	\$7	-\$33	-\$27	-7.2%
Insurance Reserves	\$0	\$37	\$37	30.4%
Operating Reserves	\$26	-\$356	-\$331	-17.0%
Construction	\$538	\$760	\$1,298	41.5%
Debt Service	\$105	-\$106	-\$1	0.0%
Debt Service Reserves	\$33	-\$93	-\$60	-4.0%
Operating	\$197	\$70	\$267	9.3%
Revenue	\$202	\$136	\$338	10.0%
Redemption	\$0	\$1	\$1	0.4%
<b>Total Variance</b>	<b>\$1,107</b>	<b>\$415</b>	<b>\$1,522</b>	<b>7.7%</b>

YTD Average Balances Budgeted vs. Actual

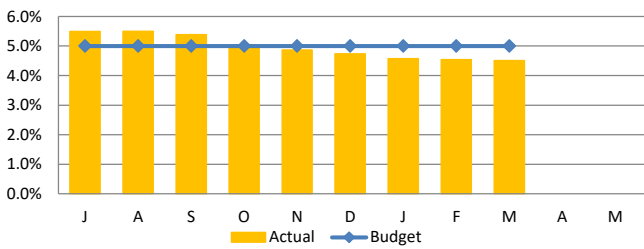


YTD Average Interest Rate Budgeted vs. Actual

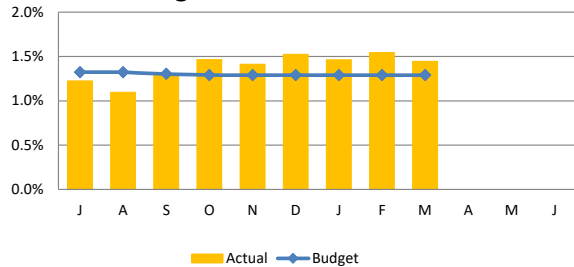


## Monthly

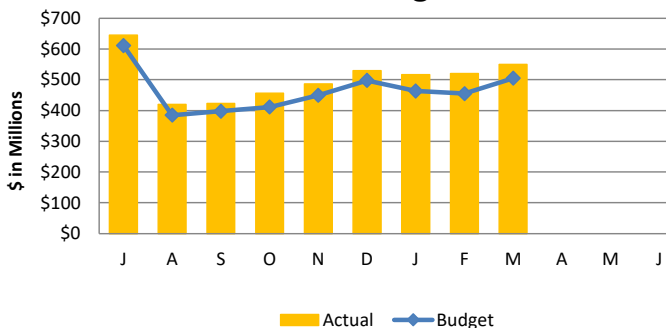
Short-Term Interest Rates



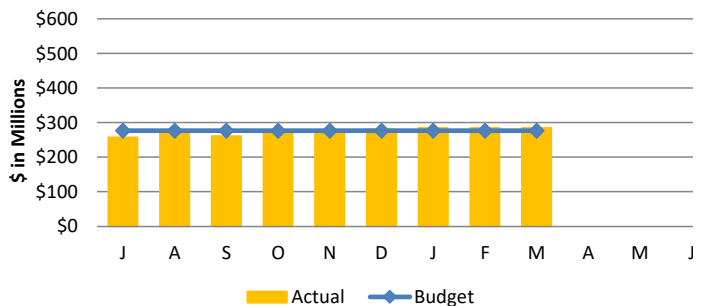
Long-Term Interest Rates



Short-Term Average Balances



Long-Term Average Balances



### STAFF SUMMARY

**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director  
**DATE:** May 21, 2025  
**SUBJECT:** Change Orders and Amendments Update  
Design and Construction Accomplishments




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**COMMITTEE:** Administration, Finance and Audit

X  INFORMATION  
  VOTE

Brian L. Kubaska, P.E., Chief Engineer  
Martin E. McGowan, Director, Construction  
Preparer/Title

  
David W. Coppes, P.E.  
Chief Operating Officer

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### RECOMMENDATION:

For information only. Periodically, staff provide an update to the Board on construction contract change orders and professional services contract amendment percentages in context with other contracts. This staff summary provides a review of the various reasons for change orders and amendments, and provides an update from last year. Staff will also provide an overview of the accomplishments achieved through MWRA’s design and construction projects over the past year.

### DISCUSSION:

Professional engineering services design contracts and construction contracts are awarded respectively to consultants and contractors as part of the overall Capital Improvement Program to support MWRA’s mission and operations.

MWRA has a long-established internal review process for handling both construction change orders and professional services contract amendments. Construction changes are governed by the policies set forth in ADM.03 – Change Order Process. This policy lays out the permitted basis for change orders, and the process for initiating, negotiating and documenting all changes in price and duration of a construction contract. The policy includes the following eight allowable reasons for a change order: (i) differing subsurface or latent site conditions; (ii) Authority-ordered suspension or delay in the work; (iii) changed site conditions; (iv) unforeseen conditions or circumstances; (v) design changes; (vi) scope reduction; (vii) overruns or underruns in quantities; and (viii) schedule changes. Professional services contract amendments are governed by ADM.25 - Contract Amendments - Professional Services, which describes the process for developing, approving and executing a contract amendment, including for time extensions, changes in services and changes in contract sums. Although staff strive to minimize change orders and amendments through careful scoping and management of design contracts and through detailed reviews of contract documents, when circumstances arise that warrant consideration of a change order or amendment, these polices ensure that proposed change orders and amendments are thoroughly vetted by multiple departments and at multiple levels before either is recommended to the Board or the Executive Director for approval and executed.

## Construction Contract Change Order Analysis

A review of all change orders issued in the past ten years (May 1, 2015 through May 1, 2025) was completed to determine the Chapter 30 (horizontal construction, such as pipeline projects) and Chapter 149 (vertical construction, such as new buildings or facility rehabilitations) change order percentages of the overall construction contract values.

### **Overall Change Order Percentages**

	<b>Total Contracts</b>	<b>Chapter 30</b>	<b>Chapter 149</b>
Number of Contracts	137	63	74
Contracts w/Change Orders	89	36	53
Original Contract Value	\$1,064,480,206	\$336,212,033	\$728,268,173
Change Order Amount	\$56,155,784	\$26,355,098	\$29,800,686
Overall Change Order %	5.3%	7.8%	4.1%
Median Change Order %	2.9%	1.6%	3.1%

Of the 137 construction contracts, 109 had a change order percentage of less than 10% and of those, 48 did not have any change orders at all. The contracts with the ten highest change order amounts account for \$36,818,127, or 66% of total change order cost. The overall change order percentage is higher for Chapter 30 projects than for Chapter 149 projects. See attached Figure 1.

The ten-year overall percentage for change orders has increased slightly since staff last updated the Board on May 22, 2024 from 4.7% to 5.3%. This is just below the 5.6% figure reported to the Board in 2023. The Chapter 30 overall change orders increased from 6.5% to 7.8% and Chapter 149 overall change orders also increased slightly from 3.8% to 4.1%. The overall increase in change orders, for example, can be partially attributed to change orders executed in the past year for Contracts 7457 Section 101 Waltham Pipeline Extension and 6956 Intermediate High Pipeline Improvements CP2. Contract 7457 change orders in the past year added \$3,211,470 to the overall change order amount, while Contract 6956 change orders added \$2,479,425. These change orders were largely driven by unforeseen conditions requiring additional repairs and/or relocation of obstructions and utilities, such as a leak repair under the Charles River and additional transfers of service for municipal water pipes that were not identified on record drawings. The median change order percentage is 2.9%, with 69 projects at or above this level and 68 projects below. This highlights how a handful of outlier projects can shift the overall percentage up or down.



*Charles River Leak Repair*



*Ledge Removal in Waltham*

A major challenge in MWRA construction contracts is the necessity to maintain continuity of service while building or rehabilitating water and sewer facilities. Renovations can be difficult and project requirements can be complex. Some facilities are old and code requirements may have changed over time. Change orders can arise from unforeseen conditions that cannot be identified during design. Some examples of unforeseen conditions include additional ledge removal or hazardous soils found during a pipeline installation, utilities interfering with installations that were not shown on record drawings, and revised work hours dictated by local communities after bid.

Change orders can also be associated with design errors and omissions identified during construction that require correction or changes by the contractor. All error and omission change orders and costs are tracked by MWRA staff. The MWRA Consultant Performance Review Committee meets after project substantial completion to review consultant errors and omissions to determine whether cost recovery should be pursued. There are also situations where the Authority initiates change orders based on design changes, if after commencement of the contract, the method of construction or materials specified are unsuitable to produce the desired result, unavailable or obsolete.

### Professional Engineering Services Design Contract Amendment Analysis

A review of all design contract amendments for contracts awarded with start dates in the past ten years was completed. The analysis included Chapter 30 horizontal construction, and Chapter 149 vertical facility professional services design contract amendments as percentages of the overall design contract values.

#### **Overall Amendment Percentages**

	<b>Total Contracts</b>	<b>Chapter 30</b>	<b>Chapter 149</b>
Number of Contracts	60	33	27
Contracts w/Amendments	19	11	8
Original Contract Value	\$220,437,310	\$93,368,134	\$127,069,176
Amendments Amount	\$23,050,814	\$9,809,718	\$13,241,097
Overall Amendment %	10.5%	10.5%	10.4%
Median Amendment %	0%	0%	0%

Of the 60 professional engineering services design contracts, 41 did not have any amendments. The contracts with the ten highest design contract amendment amounts account for \$21,769,853 or 94% of the total amendment cost. See attached Figure 2.

The ten-year overall amendment percentage of the contract award amount has increased since last year's report. This value is influenced by outlier projects that fall within the ten-year window and fluctuates from year to year; it was 9.1% in 2022, 5.5% in 2023, 7.5% in 2024 and is currently 10.5%. For professional services on Chapter 30 projects, the overall contract amendment percentage increased from 8.1% to 10.5%, and for professional services on Chapter 149 projects, the overall contract amendment percentage increased from 7.1% to 10.4%. The Chapter 30 percentage increase can be partially attributed to significant amendments to support complex efforts, including Contract 7572 CSO Post Construction Monitoring. Although Contract 7572 is not an actual pipeline/horizontal construction design, it was included under the category of Chapter 30 projects for this analysis. This amendment was largely driven by new obligations in connection with the Boston Harbor case and variances including development of an updated CSO control plan. The Chapter 149 percentage increase can be partially attributed to significant amendments to

support complex facility rehabilitation projects, including Contract 7429 Ward Street and Columbus Park Headworks Upgrade. The median amendment percentage is 0%, with 19 projects having amendments and 41 projects with no amendments. This highlights how a handful of contracts can influence the overall amendment percentage, and that many contracts have few to no amendments, or a low percentage of amendments.

Design contracts generally account for between 15%-25% of the construction contract value, depending on the complexity of the project. Rehabilitation projects (Chapter 149) for operational facilities are more complex to design and to replace equipment, while keeping the facilities operational with minimal redundancy. It can be difficult at the project concept stage to determine the extent of all of the constraints necessary to keep the facility operational while under construction. During construction, issues invariably arise that require addressing.

Professional engineering services design contract amendments are approved for various reasons. MWRA may request additional design, analysis or planning services after the contract is awarded. These include incorporation of MWRA programmatic changes, such as climate change improvements, the implementation of high performance SCADA graphics, and energy improvements. In addition, scope may be added during preliminary design as a result of condition assessment activities, permitting, code reviews, testing for hazardous materials, and changes requested from feedback through community meetings. Each change is reviewed and a recommendation is made to determine if additions to the contract, using the existing consultant, are the best or most efficient method to add work.

Design contract amendments can also arise from project delays or time extensions to the construction contracts, which have many causes. For example, schedule delays may result from additional time required to obtain permits from regulatory agencies or communities. Construction projects can extend beyond the projected substantial completion date for a variety of reasons. During design, resolution of facility constraints in construction bid documents can extend the amount of time to construct the project beyond the assumptions made at the concept stage before the designer was hired. These factors can lead to additional costs for resident engineering and inspection, engineering services during construction and salary escalation. As discussed above for change orders, unforeseen site conditions may require engineering design consultants to provide new or revised designs to the contractor to resolve unexpected field or facility conditions.

### Design and Construction Accomplishments

Over the past year, MWRA has advanced eight designs into the construction phase totaling more than \$100 million in awarded Construction Contracts. These have included Northern Extra High Pressure Zone Improvements CP2, Hayes Pump Station Rehabilitation, Intermediate High Pipeline Improvements CP1, Section 56 Replacement, Walnut Hill Steel Tank Painting, Somerville Marginal New Pipe Connection, Sudbury Dam Spillway & Gatehouse Vent Repair and West Roxbury Tunnel Inspection. Substantial Completion has been achieved on eight construction projects within the last year including Rehabilitation of Sections 23, 24 and 47, Low Service Pressure Reducing Valve Improvements, Norumbega Covered Storage Tank Cell No. 3 Cleaning, Sudbury Dam Spillway and Gatehouse Vent Repair, Carroll Water Treatment Plant Parapet Wall Repairs, Emergency Makeup Air Unit at Columbus Park, Section 4 Walnut Street Bridge Pipe Restraint Replacement, and the Embankment Raising at Wachusett Dam.

Advancements in active design contracts over the past year have included Deer Island Treatment Plant Combined Heat and Power System, Deer Island Treatment Plant Residuals Facility

Rehabilitation, Deer Island Treatment Plant HVAC Control System, Equipment and Fume Hood Replacement, Deer Island Treatment Plant Eastern Seawall and Shoreline Protection Remediation, Deer Island Treatment Plant South System Pump Station Improvements, Ward Street and Columbus Park Headworks Upgrades, Siphon Structure Rehabilitation, Interceptor Renewal No. 7, Cottage Farm CSO Facility PCB Abatement, WASM 3 Rehabilitation CP2, Northern High Improvements CP1, Northern Extra High Improvements CP3, Quabbin Maintenance Building and Top of Shafts 7, 7B, 7C and 7D.

Finally, significant progress has been made on active construction projects including Clarifier Rehabilitation Phase 2 Deer Island, Northern Intermediate High Section 89 Replacement, Section 101 Pipeline Extension, Intermediate High Pipeline Improvements CP2, Wachusett Lower Gate House Pipe Replacement, Braintree-Weymouth Pump Station Improvements, Carroll Water Treatment Plant SCADA System Improvements, Deer Island Roof Replacement at Various Buildings, Top of Shaft 5 Interim Improvements, and Quinapoxet Dam Removal. Staff anticipate 12 active contracts, totaling more than \$165 million, will achieve Substantial Completion in the next 12 months.

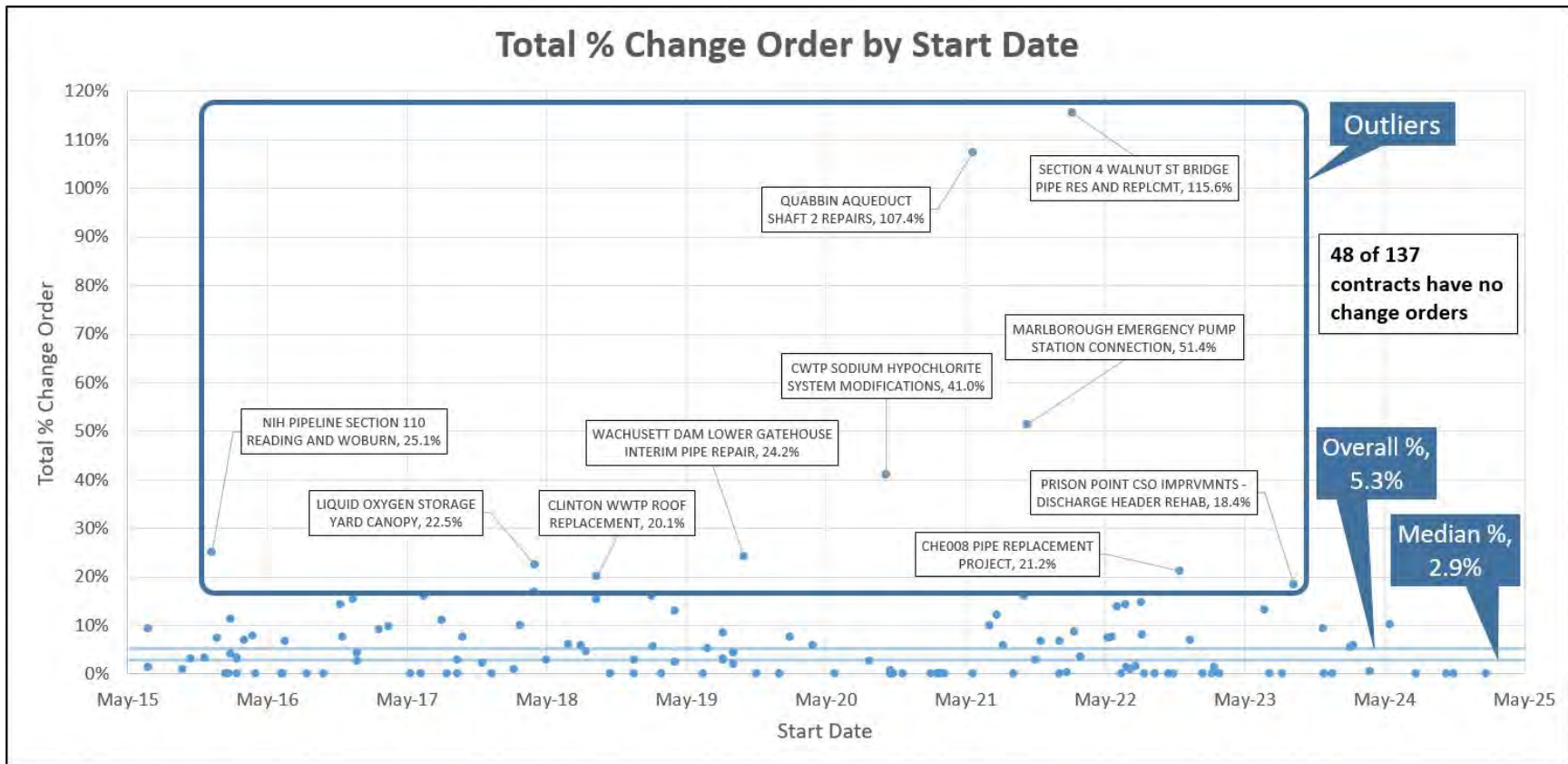
**BUDGET/FISCAL IMPACTS:**

The cost of change orders and amendments as identified are included in the Capital Improvement Program spending plan.

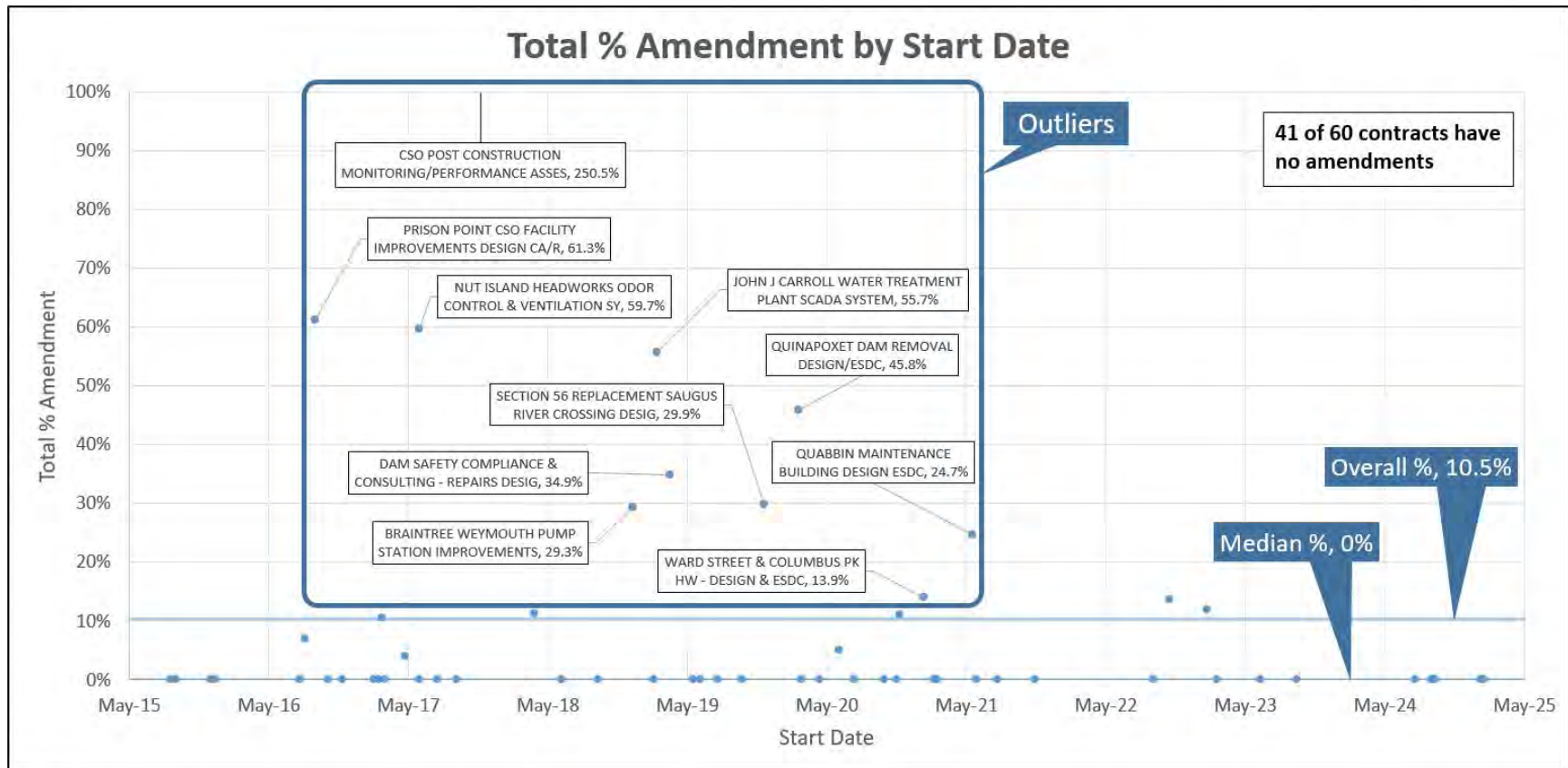
**ATTACHMENTS:**

Figure 1 - Total % Change Orders for Construction Contracts

Figure 2 - Total % Amendments for Professional Design Contracts



**Figure 1**



**Figure 2**

### STAFF SUMMARY




**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director  
**DATE:** May 21, 2025  
**SUBJECT:** FY25 Financial Update and Summary through April 2025

**COMMITTEE:** Administration, Finance & Audit

X INFORMATION

     VOTE

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

  
Thomas J. Durkin  
Director, Finance

#### RECOMMENDATION:

For information only. This staff summary provides the financial results and variance highlights for Fiscal Year 2025 through April 2025, comparing actual spending to the budget, and includes a projection to June 30, 2025.

#### DISCUSSION:

The total Year-to-Date variance for the FY25 CEB is \$21.7 million, due to lower direct expenses of 6.0% or \$15.6 million, indirect expenses of 4.9% or \$3.1 million, and higher revenue of 0.4% or \$3.0 million. The year-end favorable budget variance is projected to be 5.5% or \$50.0 million underspent, of which \$18.3 million is related to debt service. Beyond debt service savings, staff project a favorable variance of approximately \$31.7 million at year-end of which \$27.3 million will be from lower direct expenses, \$2.5 million from lower indirect expenses, and \$1.8 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.

#### FY25 Current Expense Budget

The CEB expense variances through April 2025 by major budget category were:

- Lower Direct Expenses of \$15.6 million or 6.0% under budget. Spending was lower for Wages & Salaries, Professional Services, Other Services, Chemicals, Fringe Benefits, Other Materials, Overtime, and Training & Meetings. Spending was higher than budget for Maintenance, Workers' Compensation, and Utilities.
- Lower Indirect Expenses of \$3.1 million or 4.9% under budget due primarily to lower Watershed reimbursements.

- Debt Service expenses were right on budget after the transfer of \$6.8 million to the defeasance account year-to-date.
- Revenue was \$3.0 million or 0.4% over the estimate driven by Investment Income of \$1.4 million due to higher than budgeted average balances and interest rates, Other Revenue of \$0.9 million, and Other User Charges of \$0.7 million.

**FY25 Budget and FY25 Actual Variance by Expenditure Category  
(In millions)**

	FY25 Budget	FY25 Actual	\$ Variance	% Variance
Direct Expenses	\$258.9	\$243.3	-\$15.6	-6.0%
Indirect Expenses	\$62.5	\$59.4	-\$3.1	-4.9%
Capital Financing	\$383.9	\$383.9	\$0.0	0.0%
<b>Total</b>	<b>\$705.3</b>	<b>\$686.6</b>	<b>-\$18.7</b>	<b>-2.7%</b>

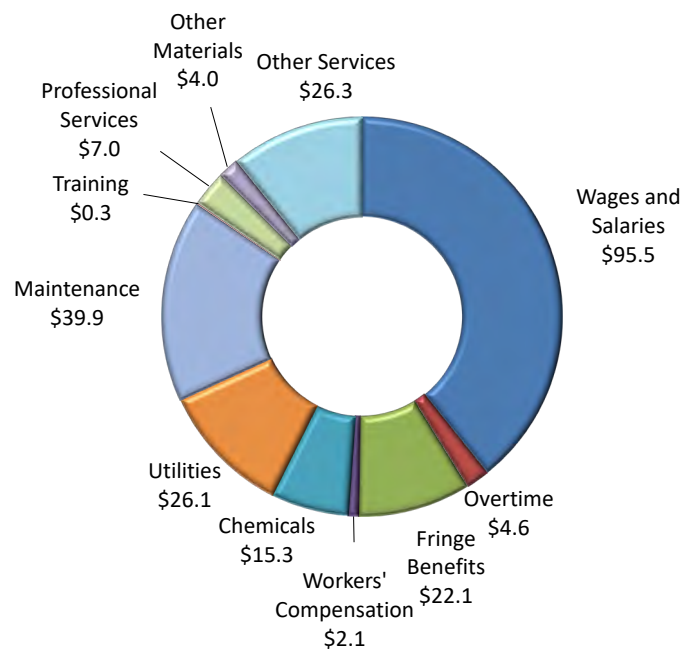
*Totals may not add due to rounding*

*Please refer to Attachment 1 for a more detailed comparison by line item of the budget variances for FY25.*

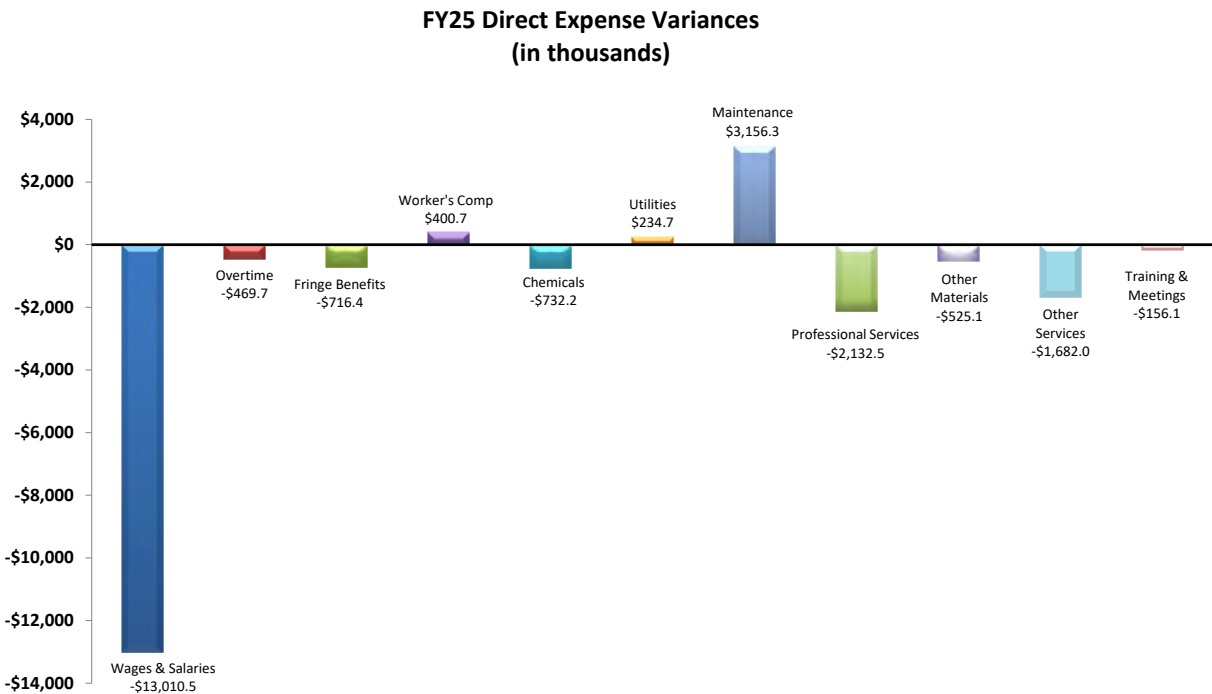
**Direct Expenses**

FY25 direct expenses through April totaled \$243.3 million, which was \$15.6 million or 6.0% less than budgeted.

**FY25 Direct Expenses  
(in millions)**

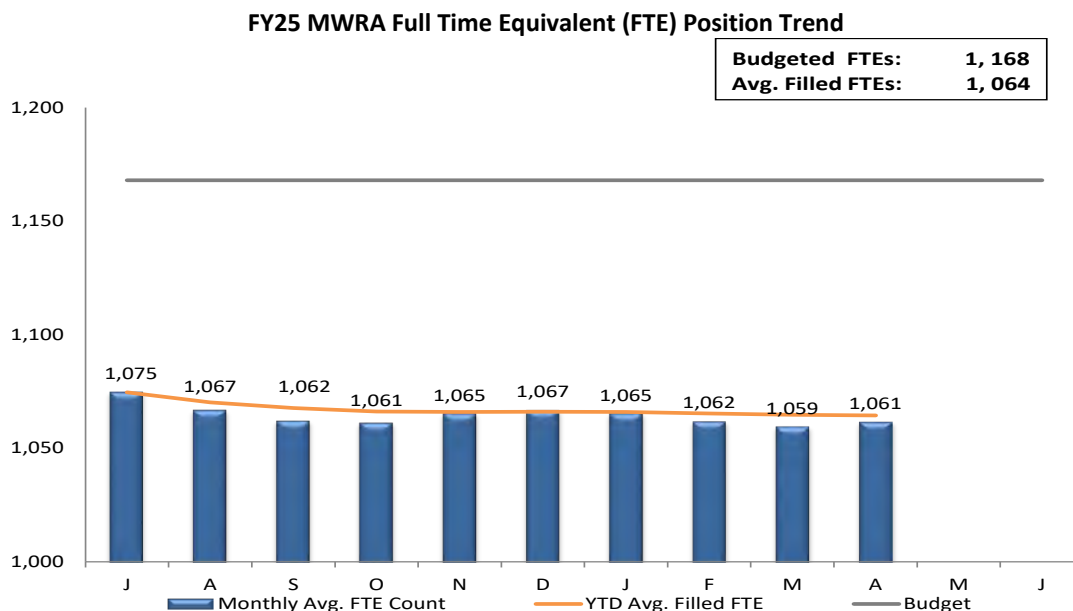


Spending was lower for Wages & Salaries, Professional Services, Other Services, Chemicals, Fringe Benefits, Other Materials, Overtime, and Training & Meetings. Spending was higher than budget for Maintenance, Workers' Compensation, and Utilities.



### Wages and Salaries

Wages and Salaries was under budget by \$13.0 million or 12.0%. Through April, there were 104 fewer average FTEs (1,064 versus 1,168 budget) or 8.9% and lower average salaries for new hires versus retirees. The timing of backfilling vacant positions also contributed to Regular Pay being under budget.



## **Maintenance**

Maintenance was greater than budget by \$3.2 million or 8.6%. Maintenance Services were greater than budget by \$1.9 million driven by higher Plant & Machinery Services of \$2.7 million due to greater than anticipated work performed for annual boiler maintenance and earlier than anticipated work of the hydro wicket gate replacement project for the Deer Island Treatment Plant (DITP) Thermal Plant, Hydro Power and Wind Turbine maintenance contract, and DITP centrifuge maintenance, partially offset by delayed timing of solar repairs at the John Carroll Water Treatment Plant (JCWTP), duct cleaning at pump stations, and diesel exhaust silencers. Higher spending for HVAC Services of \$284,000 due to greater than anticipated spending through April. This was partially offset by lower Building and Grounds Services of \$646,000 due to less than anticipated services through April 2025 including the Shaft 8 Retaining Wall repair, and Special Equipment Services of \$499,000 due to less than anticipated spending through April including Process Instrumentation and Control System (PICS) work at DITP. Maintenance Materials were greater than budget by \$1.3 million driven by higher Plant & Machinery Materials of \$802,000 for additional purchases including valve plugs, pump assemblies, butterfly valves and ROC fan at DITP, Electrical Materials of \$741,000 due to greater than anticipated purchases through April including DITP LED lighting projects, and Warehouse Inventory of \$601,000 due to the need for spare parts and purchase of materials early due to long lead times. These were partially offset by lower Special Equipment Materials of \$512,000 due to the timing of purchasing hatch covers at Loring Road Covered Storage, and HVAC Materials of \$289,000 due to less than anticipated purchases through April including a scope change for the Chelsea HVAC project.

## **Professional Services**

Professional Services were lower than budget by \$2.1 million or 23.2% driven by lower Other Services of \$923,000 due to later than anticipated services which includes the Disparity Study, Computer Systems Consultant of \$413,000 and Engineering of \$407,000, both due to less than anticipated spending through April.

## **Other Services**

Other Services were lower than budget by \$1.7 million or 6.0% driven by Sludge Pelletization of \$1.2 million and Grit & Screenings Removal of \$387,000 both primarily due to lower quantities, and lower than anticipated Telecommunications costs of \$148,000 through April.

## **Chemicals**

Chemicals were lower than budget by \$732,000 or 4.6%. Lower Sodium Hypochlorite of \$583,000 was driven by DITP usage at \$422,000 due to below average plant flows and Field Operations Department (FOD) of \$158,000 due to lower than anticipated wet weather events. Lower Liquid Oxygen of \$277,000 was due to lower dosing at the JCWTP. Lower Sodium Bisulfite of \$240,000 was primarily driven by lower volume at DITP of \$118,000 due to lower quantities to dechlorinate the effluent, and Wastewater Operations of \$108,000 due to lower volume as a result of less than anticipated CSO activations. Lower Activated Carbon of \$211,000 was due to fewer carbon change outs this fiscal year. This is partially offset by higher Hydrogen Peroxide of \$697,000 to reduce elevated H<sub>2</sub>S 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 Ferric Chloride of \$160,000 to keep the orthophosphate levels within the target levels. DITP flows are 14.7% less than the budget and the CWTP flows are 0.8% greater than the budget 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.

### **Fringe Benefits**

Fringe Benefits spending was lower than budget by \$716,000 or 3.1%. This is primarily driven by lower than budgeted Health Insurance costs of \$616,000 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.

### **Other Materials**

Other Materials spending was lower than budget by \$525,000 or 11.5% driven by Other Materials of \$484,000 due to later than anticipated Phase 3 Boston/Chelsea office fit-out, less than anticipated purchasing of gravel at the Clinton Wastewater Treatment Plant, Vehicle Expense of \$215,000 and Vehicle Purchases/Replacements, both due to less than anticipated spending through April. These were partially offset by higher Lab & Testing Supplies of \$261,000 and Health/Safety Materials of \$123,000, both due to greater than anticipated purchases through April.

### **Overtime**

Overtime expenses were lower than budget by \$470,000 or 9.3%. Lower than budgeted spending for FOD of \$193,000 due to less emergency overtime due to less rain events and planned overtime due to vacancies, and DITP of \$40,000 is primarily due to less emergency overtime due to less storm events and shift coverage. Lower spending in TRAC of \$88,000 and Engineering & Construction of \$53,000 is due to less than anticipated needs through April. Year-to-date rainfall was a major contributor for the less than anticipated overtime.

### **Worker's Compensation**

Worker's Compensation expenses were greater than budget by \$401,000 or 23.2%. The variance is due to greater than budgeted expenses for Medical Payments of \$213,000, Compensation Payments of \$144,000, and Administrative Expenses of \$44,000. Due to uncertainties of when spending will happen, the budget was spread evenly throughout the year.

### **Utilities**

Utilities were higher than budget by \$235,000 or 0.9%. Higher than budgeted spending for Water of \$284,000 is primarily due to greater than projected water usage at DITP through April as a result of the DITP Primary and Secondary Clarifier Rehabilitation project, and Natural Gas of \$199,000 primarily due to higher pricing. This was partially offset by lower than budgeted spending for Diesel Fuel of \$216,000 driven by FOD due to lower pricing and less than anticipated deliveries.

## Training & Meetings

Training & Meetings were lower than budget by \$156,000 or 33.7% primarily due to less than anticipated spending on meetings and conferences through April.

## Indirect Expenses

Indirect Expenses totaled \$59.4 million, which is \$3.1 million or 4.9% lower than budget. The variance is driven by lower Watershed Reimbursements.

Based on FY25 operating activity only, the Watershed Division is \$2.7 million or 14.7% under budget. Lower spending on Wages & Salaries, Fringe Benefits, Maintenance, and Equipment are driving the variance. When factoring in the FY24 balance forward of \$156,000 which was paid during Q1 of FY25, Watershed Reimbursement is \$2.9 million or 15.5% below budget through April 2025. In addition, PILOT was paid in the amount of \$8.5 million, which is \$414,000 or 4.6% under budget.

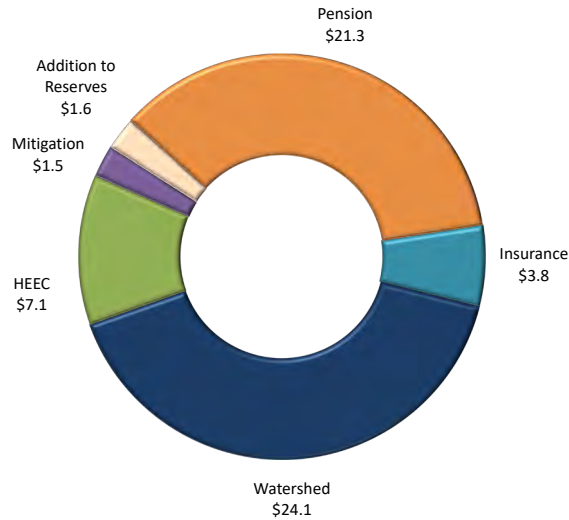
### FY25 Watershed Protection Variance

\$ in millions	YTD Budget	YTD Actual	YTD \$ Variance	YTD % Variance
Operating Expenses	19.5	17.1	-2.4	-12.4%
Operating Revenues - Offset	1.0	1.3	0.3	31.7%
<b>FY25 Operating Totals</b>	<b>18.5</b>	<b>15.8</b>	<b>-2.7</b>	<b>-14.7%</b>
DCR Balance Forward (FY24 year-end accrual true-up)	0.0	-0.2	-0.2	
<b>FY25 Adjusted Operating Totals</b>	<b>18.5</b>	<b>15.6</b>	<b>-2.9</b>	<b>-15.5%</b>
PILOT	8.9	8.5	-0.4	-4.6%
<b>Total Watershed Reimbursement</b>	<b>27.4</b>	<b>24.1</b>	<b>-3.3</b>	<b>-12.0%</b>

*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 146.0 (146.9 on a year-to-date basis) vs. a budget of 151.

**FY25 Indirect Expenses  
(in millions)**

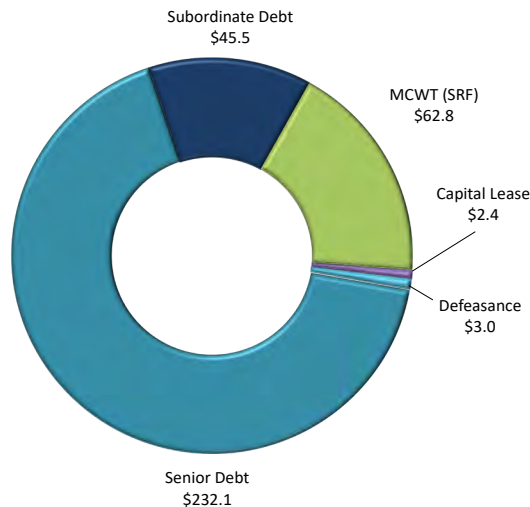


**Capital Financing**

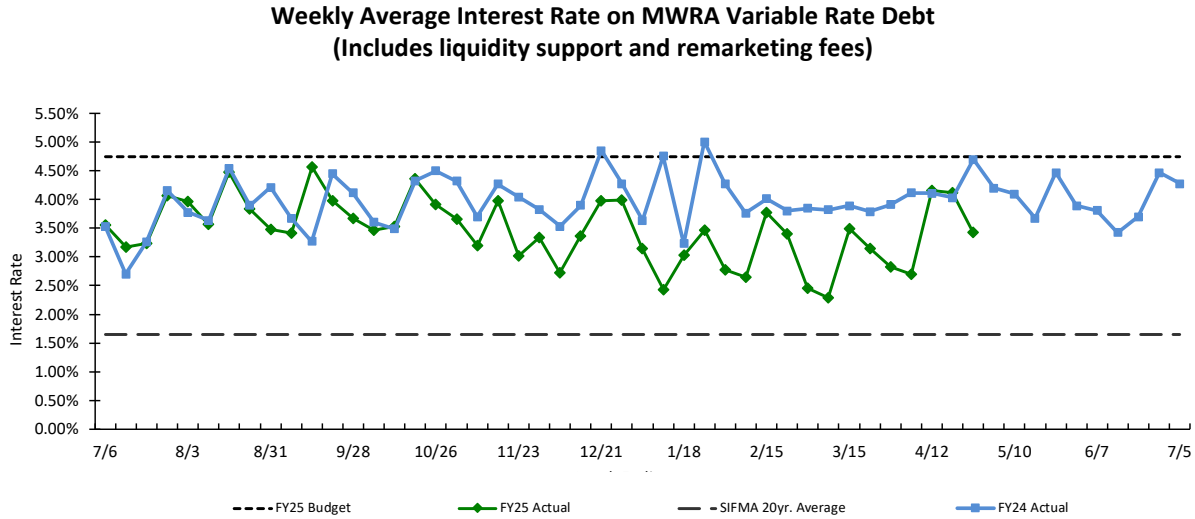
Capital Financing expenses include the principal and interest payments for fixed senior debt, the variable subordinate debt, the Massachusetts Clean Water Trust (SRF) obligation, the costs for the local water pipeline projects, current revenue for capital, Optional Debt Prepayment, and the Chelsea Facility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

Capital Financing expenses for FY25 through April totaled \$383.9 million, which is on budget after the transfer of \$6.8 million year-to-date to the Defeasance account. This was driven by lower than anticipated variable interest expense of \$3.2 million due to favorable interest rates, lower Senior Debt of \$2.6 million due to the delayed borrowing based on funding needs, and lower SRF of \$1.1 due to ARPA grants replacing borrowing and timing of repayments.

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



The graph below reflects the FY25 actual variable rate trend by week against the FY25 Budget.



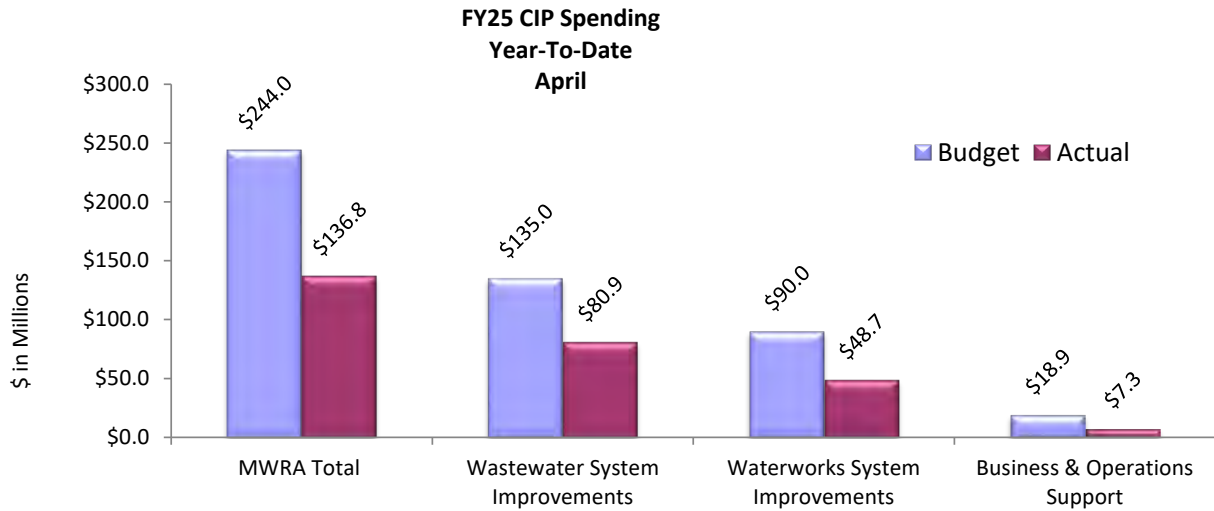
**Revenue & Income**

Revenues of \$748.0 million were \$3.0 million or 0.4% over the estimate driven by Investment Income which was \$1.4 million or 6.4% greater than planned due to higher than assumed average balances and interest rates. Also, Other Revenue of \$922,000 and Other User Charges of \$674,000 both contributed to this variance.

**FY25 Capital Improvement Program**

Capital expenditures in Fiscal Year 2025 through April totaled \$136.8 million, \$107.1 million or 43.9% under planned spending.

After accounting for programs which are not directly under MWRA’s control, which includes 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 \$140.2 million, \$54.0 million or 27.8% under planned spending.



Overall, CIP spending reflects the less than planned spending in Wastewater Improvements (\$54.2 million), Waterworks (\$41.3 million) and Business and Operations Support (\$11.7 million). Major variances in Wastewater are primarily due to less than anticipated requests for community grants and loans for the I/I Local Financial Assistance Program, a schedule change for Siphon Structure Rehabilitation Construction contract, contract awarded later than originally planned for the Clinton Wastewater Treatment Plant Digester Cover Replacement, an award slightly later than anticipated for Hayes Pump Station Rehab and Somerville Marginal New Pipe Connection, delays with getting materials on a timely basis for DITP Roofing Replacement, lower than projected task order work for DITP As-Needed Design contracts, updated schedule for Clinton Wastewater Treatment Plant Screw Pump Replacement, and work behind schedule due to delay in contractor submittal of dive and safety plan for West Roxbury Tunnel Inspection. This was partially offset by greater than anticipated contractor progress for the Deer Island Treatment Plant (DITP) Clarifier Rehab Phase 2 contract, and work planned in FY24 that was completed in FY25 for the Braintree-Weymouth Pump Station Improvements contract.

Major variances in Waterworks include less than anticipated requests for community loans for the Water Loan Program, less than anticipated spending on Metropolitan Water Tunnel Program administration, legal and public acquisition costs, and less than anticipated services for Metro Water Tunnel Program Support Services. There was also a change in the Notice-to-Proceed of the Metro Water Tunnel Program Final Design/ESDC contract, as it was not awarded until October 2024 and the Section 75A and 47 Extension contract. In addition, there were schedule changes for the Steel Tank Improvements, less than planned contractor progress for Section 89/29 Construction and less than planned consultant work on the WASM 3 MEPA/Design/CA/RI contract. This was partially offset by greater than planned contractor progress for the Waltham Water Pipeline, and CP-2 Shaft 5 contracts.

\$ in Millions	Budget	Actuals	\$ Var.	% Var.
<b>Wastewater System Improvements</b>				
Interception & Pumping	18.6	10.2	(8.4)	-45.1%
Treatment	63.5	58.8	(4.7)	-7.3%
Residuals	0.3	0.2	(0.1)	0.0%
CSO	4.7	3.4	(1.3)	-28.1%
Other	48.1	8.3	(39.8)	-82.7%
<b>Total Wastewater System Improvements</b>	<b>\$135.0</b>	<b>\$80.9</b>	<b>(\$54.2)</b>	<b>-40.1%</b>
<b>Waterworks System Improvements</b>				
Drinking Water Quality Improvements	3.7	1.7	(2.0)	-54.7%
Transmission	48.0	39.1	(8.9)	-18.6%
Distribution & Pumping	25.7	18.9	(6.8)	-26.4%
Other	12.7	(10.9)	(23.5)	-186.1%
<b>Total Waterworks System Improvements</b>	<b>\$90.0</b>	<b>\$48.7</b>	<b>(\$41.3)</b>	<b>-45.9%</b>
<b>Business &amp; Operations Support</b>	<b>\$18.9</b>	<b>\$7.3</b>	<b>(\$11.7)</b>	<b>-61.7%</b>
<b>Total MWRA</b>	<b>\$244.0</b>	<b>\$136.8</b>	<b>(\$107.1)</b>	<b>-43.9%</b>

### FY25 Spending by Program:

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

#### **Other Wastewater:** Less than planned spending of \$39.8 million

- \$39.8 million for Community I/I due to less than anticipated requests for community grants and loans.

#### **Other Waterworks:** Less than planned spending of \$23.5 million

- \$13.3 million for Local Financial Assistance due to less than anticipated requests for community loans.
- \$6.2 million for Steel Tank Improvements - Design/CA, Construction and REI Phase 1 and \$2.4 million for Phase 2 Construction and REI due to construction schedule changes.
- \$1.4 million for Beacon St. Line Design/ESDC due to schedule change.

#### **Business & Operations Support:** Less than planned spending of \$11.7 million

- \$2.9 million for Cabling due to delays in development of the scope of work caused by challenges in locating available conduit paths on Deer Island.
- \$2.0 million for As-Needed Design Contracts due to lower than projected task order work.
- \$1.0 million for Deer Island Solar Canopy Project due to updated schedule.
- \$1.0 million for Security Equipment & Installation due to project delays including upgrades to communication circuits and Incident Management System.
- \$0.8 million for Disaster Recovery, LIMS Upgrade v2 of 0.5 million, Lawson Upgrade of \$0.5 million, and Oracle Database Appliance v.2 due to schedule changes.
- \$0.7 million for FY24-28 Vehicle Purchases due to long lead time on receiving vehicles.
- \$0.3 million for MAXIMO Interface Enhancements due to less than anticipated completion of final work.

#### **Waterworks Transmission:** Less than planned spending of \$8.9 million

- \$3.7 million for Metro Water Tunnel Program Administration, Legal & Public Outreach due to less than anticipated costs.

- \$3.1 million for Final Tunnel Design/ESDC due to contract awarded later than anticipated.
- \$2.0 million for Metro Water Tunnel Program Support and Geotechnical Services due to less than anticipated services.
- \$1.6 million for WASM 3 MEPA/Design/CA/RI due to less than anticipated consultant work.
- \$1.4 million for Maintenance Garage/Wash Bay/Storage Building due to schedule change.
- \$1.2 million for Wachusett Lower Gatehouse Pipe & Boiler Replacement Construction and REI due to longer lead-time on some larger items and a change in design for the multi-orifice valve.
- \$0.5 million for Watershed Land Acquisition due to less than anticipated land purchases.
- This under planned spending was partially offset by greater than planned contractor progress of \$4.1 million for the Waltham Water Pipeline and \$0.9 million for CP-2 Shaft 5.

**Interception & Pumping:** Less than planned spending of \$8.4 million

- \$3.6 million for Siphon Structure Rehabilitation Construction due schedule change.
- \$2.2 million for Hayes Pump Station Rehab Construction due to award being slightly later than anticipated.
- \$0.7 million for West Roxbury Tunnel Inspection due to contractor delayed submitting dive and safety plan.
- \$0.7 million for Ward St. & Columbus Park Headworks Design/CA due to schedule change.
- Bell Isle Rehab Design/ESDC of \$0.4 million, and \$0.4 million for Cambridge Branch Sections 23,24,25,26 Design/CS due to contracts being repackaged and rescheduled.
- This underspending was partially offset by work planned in FY24 that was completed in FY25 of \$1.2 million for the Braintree-Weymouth Improvements Design/CS and Construction contracts.

**Water Distribution and Pumping:** Less than planned spending of \$6.8 million

- \$4.0 million for Section 75 and 47 Extension CP-1 Construction due to later than anticipated contract award.
- \$2.9 million for Section 89/29 Replacement Construction due to less than planned contractor progress.
- \$1.2 million for Section 56 Replacement/Saugus River Design/CA and Construction due to a change in schedules.
- This under planned spending was partially offset by \$1.7 million for the CP-1 NEH Improvements and \$0.4 million for New Connecting Mains CP3-Sections 23, 24 & 47 Rehabilitation due to work scheduled for FY24 including paving performed in FY25.

**Wastewater Treatment:** Less than planned spending of \$4.7 million

- \$3.5 million for Clinton Wastewater Treatment Plant Digester Cover Replacement due to contract awarded later than originally planned.
- \$2.0 million for the DI Roofing Replacement project due to delay in receiving materials in a timely manner.
- \$2.0 million for DITP As-Needed Design due to lower than projected task order work.

- \$1.6 million for Screw Pump Replacement Phase 2, \$0.8 million for Gas Protection System Replacement Phase 2 and \$0.7 million for Fire Alarm System Replacement – Construction due to schedule changes.
- \$0.6 million for South System Pump Station VFD Replacement design/ESDC/REI due to work deferred for Clarifier Rehabilitation priority.
- This under planned spending was partially offset by greater than planned spending of \$7.9 million for Clarifier Rehabilitation Phase 2 Construction due to contractor progress greater than planned and additional equipment delivery sooner than anticipated, and \$0.6 million for Digester & Storage Tank Rehabilitation Design/ESDC due to consultant progress greater than anticipated.

**Drinking Water Quality Improvements:** Less than planned spending of \$2.0 million

- \$1.7 million for the John Carroll Water Treatment Plant (JCWTP) Technical Assistance due to lower than projected task order work.

**Combined Sewer Overflow:** Less than planned spending of \$1.3 million

- \$1.4 million for Somerville Marginal New Pipe Connection due to Notice-to-Proceed issued later than anticipated.

**Construction Fund Balance**

The construction fund balance was \$131.1 million as of the end of April. Commercial Paper/Revolving Loan available capacity was \$58 million.

**ATTACHMENTS:**

Attachment 1 – Variance Summary April 2025

Attachment 2 – Current Expense Variance Explanations

Attachment 3 – Capital Improvement Program Variance Explanations

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

ATTACHMENT 1  
FY25 Actuals vs. FY25 Budget

	Apr 2025 Year-to-Date				
	Period 10 YTD Budget	Period 10 YTD Actual	Period 10 YTD Variance	%	FY25 Approved
<b><u>EXPENSES</u></b>					
WAGES AND SALARIES	\$ 108,523,646	\$ 95,513,110	\$ (13,010,536)	-12.0%	\$ 133,658,955
OVERTIME	5,056,924	4,587,189	(469,735)	-9.3%	6,133,078
FRINGE BENEFITS	22,812,206	22,095,826	(716,380)	-3.1%	27,834,124
WORKERS' COMPENSATION	1,727,862	2,128,591	400,729	23.2%	2,073,434
CHEMICALS	16,043,762	15,311,529	(732,233)	-4.6%	19,706,033
ENERGY AND UTILITIES	25,852,061	26,086,793	234,732	0.9%	32,048,176
MAINTENANCE	36,739,133	39,895,435	3,156,302	8.6%	46,653,201
TRAINING AND MEETINGS	463,292	307,221	(156,071)	-33.7%	568,346
PROFESSIONAL SERVICES	9,175,481	7,042,993	(2,132,488)	-23.2%	11,121,730
OTHER MATERIALS	4,550,544	4,025,454	(525,090)	-11.5%	7,270,879
OTHER SERVICES	27,944,580	26,262,567	(1,682,013)	-6.0%	33,945,804
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 258,889,491</b>	<b>\$ 243,256,708</b>	<b>\$ (15,632,780)</b>	<b>-6.0%</b>	<b>\$ 321,013,760</b>
INSURANCE	\$ 3,697,210	\$ 3,834,031	\$ 136,821	3.7%	\$ 4,471,045
WATERSHED/PILOT	27,414,101	24,130,862	(3,283,239)	-12.0%	32,507,642
HEEC PAYMENT	7,032,185	7,093,441	61,256	0.9%	8,185,722
MITIGATION	1,507,947	1,507,947	-	0.0%	1,823,564
ADDITIONS TO RESERVES	1,576,345	1,576,345	-	0.0%	1,906,278
RETIREMENT FUND	21,264,519	21,264,519	-	0.0%	21,264,519
POST EMPLOYEE BENEFITS	-	-	-	---	5,280,806
<b>TOTAL INDIRECT EXPENSES</b>	<b>\$ 62,492,307</b>	<b>\$ 59,407,144</b>	<b>\$ (3,085,164)</b>	<b>-4.9%</b>	<b>\$ 75,439,576</b>
STATE REVOLVING FUND	\$ 69,742,767	\$ 68,686,899	\$ (1,055,868)	-1.5%	\$ 85,449,151
SENIOR DEBT	257,698,168	255,135,539	(2,562,629)	-1.0%	315,206,721
DEBT SERVICE ASSISTANCE	-	-	-	---	-
CURRENT REVENUE/CAPITAL	-	-	-	---	20,200,000
SUBORDINATE MWRA DEBT	53,843,539	53,843,539	-	0.0%	64,768,074
LOCAL WATER PIPELINE CP	-	-	-	---	9,827,661
CAPITAL LEASE	2,660,261	2,660,261	-	0.0%	3,217,060
VARIABLE DEBT	-	(3,228,308)	(3,228,308)	---	-
DEFEASANCE ACCOUNT	-	6,846,805	6,846,805	---	-
DEBT PREPAYMENT	-	-	-	---	5,500,000
<b>TOTAL CAPITAL FINANCE EXPENSE</b>	<b>\$ 383,944,735</b>	<b>\$ 383,944,735</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ 504,168,667</b>
<b>TOTAL EXPENSES</b>	<b>\$ 705,326,533</b>	<b>\$ 686,608,587</b>	<b>\$ (18,717,944)</b>	<b>-2.7%</b>	<b>\$ 900,622,003</b>
<b><u>REVENUE &amp; INCOME</u></b>					
RATE REVENUE	\$ 707,422,769	\$ 707,422,769	\$ -	0.0%	\$ 855,488,000
OTHER USER CHARGES	9,722,850	10,396,699	673,849	6.9%	10,668,572
OTHER REVENUE	5,542,261	6,463,985	921,724	16.6%	6,066,670
RATE STABILIZATION	-	-	-	---	-
INVESTMENT INCOME	22,292,134	23,715,266	1,423,132	6.4%	28,398,761
<b>TOTAL REVENUE &amp; INCOME</b>	<b>\$ 744,980,014</b>	<b>\$ 747,998,719</b>	<b>\$ 3,018,704</b>	<b>0.4%</b>	<b>\$ 900,622,003</b>

**ATTACHMENT 2**  
**Current Expense Variance Explanations**

Total MWRA	FY25 Budget YTD April	FY25 Actuals April	FY25 Actual vs. FY25 Budget		Explanations
			\$	%	
<b>Direct Expenses</b>					
Wages & Salaries	108,523,646	95,513,110	(13,010,536)	-12.0%	Wages and Salaries were lower than budget by \$13.0 million or 12.0%. Year to date, there have been 104 fewer average FTEs (1,064 versus 1,168 budget), lower average new hire salaries versus retirees, the timing of backfilling vacant positions.
Overtime	5,056,924	4,587,189	(469,735)	-9.3%	Overtime expenses were lower than budget by \$470,000 or 9.3%. Lower than budgeted spending for the Field Operations Department (FOD) of \$193,000 due to less emergency overtime due to less rain events and planned overtime due to vacancies, and Deer Island of \$40,000 is primarily due to less emergency overtime due to less storm events and shift coverage. Lower spending in TRAC of \$88,000 and Engineering & Construction of \$53,000 is due to less than anticipated needs through April. Year-to-date rainfall was a major contributor for the less than anticipated overtime.
Fringe Benefits	22,812,206	22,095,826	(716,380)	-3.1%	Fringe Benefits spending was lower than budget by \$716,000 or 3.1%. This is primarily driven by lower <b>Health Insurance</b> costs of \$616,000, 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	1,727,862	2,128,591	400,729	23.2%	Worker's Compensation expenses were greater than budget by \$401,000 or 23.2%. The variance is due to higher than budgeted expenses for <b>Medical Payments</b> of \$213,000, <b>Compensation Payments</b> of \$144,000, and <b>Administrative Expenses</b> of \$44,000. Due to uncertainties of when spending will happen, the budget was spread evenly throughout the year.
Chemicals	16,043,762	15,311,529	(732,233)	-4.6%	Chemicals were lower than budget by \$732,000 or 4.6%. Lower <b>Sodium Hypochlorite</b> of \$583,000 was driven by DITP of \$422,000 due to below average plant flows and Field Operations of \$158,000 due to lower than anticipated wet weather events. Lower <b>Liquid Oxygen</b> of \$277,000 due to lower dosing at Carroll Water Treatment Plant. Lower <b>Sodium Bisulfite</b> of \$240,000 was primarily driven by lower volume at DITP of \$118,000 due to lower quantities to dechlorinate the effluent, and Wastewater Operations of \$108,000 due to lower volume as a result of less than anticipated CSO activations. Lower <b>Activated Carbon</b> of \$211,000 due to fewer carbon change outs this fiscal year. This is partially offset by higher <b>Hydrogen Peroxide</b> of \$697,000 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 <b>Ferric Chloride</b> of \$160,000 to keep the orthophosphate levels within the target levels. DITP flows are 14.7% less than the budget and the CWTP flows are 0.8% greater than the budget 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	FY25 Budget YTD April	FY25 Actuals April	FY25 Actual vs. FY25 Budget		Explanations
			\$	%	
Utilities	25,852,061	26,086,793	234,732	0.9%	Utilities were higher than budget by \$235,000 or 0.9%. Higher than budgeted spending for Water of \$284,000 primarily due to greater than projected water usage at DITP through April as a result of the DITP Primary and Secondary Clarifier Rehabilitation project, and <b>Natural Gas</b> of \$199,000 primarily due to pricing. This was partially offset by lower than budgeted spending for <b>Diesel Fuel</b> by \$216,000 driven by Field Operations of \$309,000 due to lower price and less than anticipated deliveries, and <b>Electricity</b> of \$49,000 primarily in Field Operations of \$114,000 due to lower demand as a result of fewer wet weather events, resulting in less pumping and at Deer Island Treatment Plant (DITP) of \$25,000 which was driven primarily by lower Eversource pricing partially offset by higher pricing for Direct Energy.
Maintenance	36,739,133	39,895,435	3,156,302	8.6%	Maintenance was greater than budget by \$3.2 million or 8.6%. <i>Maintenance Services</i> were greater than budget by \$1.9 million driven by higher <b>Plant &amp; Machinery Services</b> of \$2.7 million due to greater than anticipated work performed for annual boiler maintenance and earlier than anticipated work of the hydro wicket gate replacement project for the Deer Island Treatment Plant (DITP) Thermal Plant, Hydro Power and Wind Turbine maintenance contract, and DITP centrifuge maintenance, partially offset by timing of solar repair at the John Carroll Water Treatment Plant (JCWTP), duct cleaning at pump stations, and diesel exhaust silencers. Higher spending for <b>HVAC Services</b> of \$284,000 due to greater than anticipated spending through April. Higher spending for <b>Computer Software/Licenses</b> of \$164,000 was primarily due to license renewals that were earlier than anticipated including Quest software and VMWARE Workspace renewals. This was partially offset by lower <b>Building and Grounds Services</b> of \$646,000 due to less than anticipated services through April 2025 including the Shaft 8 Retaining Wall repair, and <b>Special Equipment Services</b> of \$499,000 due to less than anticipated spending through April including various Process Instrumentation and Control System (PICS) work at DITP. <i>Maintenance Materials</i> were greater than budget by \$1.3 million driven by higher <b>Plant &amp; Machinery Materials</b> of \$802,000 for additional purchases including valve plugs, pump assemblies, butterfly valves and ROC fan at DITP, <b>Electrical Materials</b> of \$741,000 due to greater than anticipated purchases through April including DITP LED lighting projects, and <b>Warehouse Inventory</b> of \$601,000 due to the need for spare parts and purchase of materials early due to long lead times. These were partially offset by lower <b>Special Equipment Materials</b> of \$512,000 due to the timing of purchasing hatch covers at Loring Road Covered Storage, and <b>HVAC Materials</b> of \$289,000 due to less than anticipated purchases through April including a scope change for the Chelsea HVAC project.
Training & Meetings	463,292	307,221	(156,071)	-33.7%	Training & Meetings were lower than budget by \$156,000 or 33.7% primarily due to less than anticipated spending on meetings and conferences through April driven by MIS (\$127,000), Procurement (\$12,000), Engineering & Construction of (\$12,000), Operational Health & Safety (\$12,000) and Deer Island Treatment Plant (\$10,000), partially offset by higher spending in Operations Administration of \$35,000 and FOD Admin of \$25,000.

**ATTACHMENT 2**  
**Current Expense Variance Explanations**

Total MWRA	FY25 Budget YTD April	FY25 Actuals April	FY25 Actual vs. FY25 Budget		Explanations
			\$	%	
Professional Services	9,175,481	7,042,993	(2,132,488)	-23.2%	Professional Services were lower than budget by \$2.1 million or 23.2% driven by lower <b>Other Services</b> of \$923,000 due to later than anticipated services which includes the Disparity Study, <b>Computer Systems Consultant</b> of \$413,000, <b>Engineering</b> of \$407,000, and <b>Lab &amp; Testing Analysis</b> of \$177,000, all due to less than anticipated spending through April.
Other Materials	4,550,544	4,025,454	(525,090)	-11.5%	Other Materials spending was lower than budget by \$525,000 or 11.5% driven by <b>Other Materials</b> of \$484,000 due to later than anticipated Phase 3 Boston/Chelsea office fit-out, less than anticipated purchase of gravel at the Clinton Wastewater Treatment Plant, and <b>Vehicle Expense</b> of \$215,000 due to less than anticipated spending through April including lower fuel prices. These were partially offset by higher <b>Lab &amp; Testing Supplies</b> of \$261,000 and <b>Health/Safety Materials</b> of \$123,000 due to greater than anticipated purchases through April.
Other Services	27,944,580	26,262,567	(1,682,013)	-6.0%	Other Services were lower than budget by \$1.7 million or 6.0% driven by <b>Sludge Pelletization</b> of \$1.2 million and <b>Grit &amp; Screenings Removal</b> of \$387,000, both primarily due to lower quantities, and lower than anticipated <b>Telecommunications</b> of \$148,000 through April.
<b>Total Direct Expenses</b>	<b>258,889,491</b>	<b>243,256,708</b>	<b>(15,632,783)</b>	<b>-6.0%</b>	
<b>Indirect Expenses</b>					
Insurance	3,697,210	3,834,031	136,821	3.7%	Higher premiums of \$122,000 and payments/claims of \$15,000 than budgeted.
Watershed/PILOT	27,414,101	24,130,862	(3,283,239)	-12.0%	Lower Watershed Reimbursement of \$3.2 million driven by lower spending on Wages & Salaries, Maintenance, Fringe Benefits, and Equipment. Also, the PILOT payment was \$0.4 million less than budget.
HEEC Payment	7,032,185	7,093,441	61,256	0.9%	HEEC Revenue Requirement of \$51,000 and O&M Charge of \$10,000.
Mitigation	1,507,947	1,507,946	(1)	0.0%	
Addition to Reserves	1,576,345	1,576,345	-	0.0%	
Pension Expense	21,264,519	21,264,519	-	0.0%	
Post Employee Benefits	-	-	-		
<b>Total Indirect Expenses</b>	<b>62,492,307</b>	<b>59,407,144</b>	<b>(3,085,163)</b>	<b>-4.9%</b>	

**ATTACHMENT 2**  
**Current Expense Variance Explanations**

Total MWRA	FY25 Budget YTD April	FY25 Actuals April	FY25 Actual vs. FY25 Budget		Explanations
			\$	%	
<b>Debt Service</b>					
Debt Service	383,944,735	383,944,735	-	0.0%	Capital Financing was on budget after the transfer of \$6.8 million to the defeasance account driven by lower than budgeted variable interest expense of \$3.2 million, lower Senior Debt spending of \$2.6 million as a result of the refunding and new money transactions, and lower SRF spending of \$1.1 million due to timing.
Debt Service Assistance	-	-	-		
<b>Total Debt Service Expenses</b>	<b>383,944,735</b>	<b>383,944,735</b>	<b>-</b>	<b>0.0%</b>	
<b>Total Expenses</b>					
<b>Total Expenses</b>	<b>705,326,533</b>	<b>686,608,587</b>	<b>(18,717,945)</b>	<b>-2.7%</b>	
<b>Revenue &amp; Income</b>					
Rate Revenue	707,422,769	707,422,769	-	0.0%	
Other User Charges	9,722,850	10,396,699	673,849	6.9%	Clinton payment of \$500,000 received in April earlier than anticipated. Higher than estimated DI water.
Other Revenue	5,542,261	6,463,985	921,724	16.6%	Other Revenue was \$922,000 or 16.6% greater than budget due to <b>Miscellaneous Revenue</b> of \$336,000, <b>Energy Rebates</b> of \$241,000, <b>Energy Revenue</b> of \$234,000, <b>Permit Fees</b> of \$119,000, <b>Emergency Water Supply</b> of \$101,000 for the Town of Wayland, partially offset by <b>Profit &amp; Loss on Disposal of Equipment</b> of \$142,000.
Rate Stabilization	-	-	-		
Investment Income	22,292,134	23,715,266	1,423,132	6.4%	Investment Income is over budget due to higher than assumed interest rates.
<b>Total Revenue</b>	<b>744,980,014</b>	<b>747,998,719</b>	<b>3,018,705</b>	<b>0.4%</b>	
<b>Net Revenue in Excess of Expenses</b>	<b>39,653,481</b>	<b>61,390,132</b>	<b>21,736,650</b>		

**ATTACHMENT 3**  
**FY25 CIP Variance Report (\$000s)**

	FY25 Budget April	FY25 Actuals April	Actuals vs. Budget		Explanations
			\$	%	
<b>Wastewater</b>					
Interception & Pumping (I&P)	\$18,567	\$10,188	(\$8,379)	-45.1%	<u>Less than planned spending</u> Siphon Structure Rehabilitation Construction and REI: \$3.6M (schedule change) Hayes Pump Station Rehab - Construction: \$2.2M (award slightly later than anticipated) Caruso, DeLauri & Framingham Fuel Tank Replacements: \$827k (schedule change) Ward St. & Columbus Park Headworks Design/CA: \$717k (schedule change) West Roxbury Tunnel Inspection: \$672k (contractor was delayed in submitting dive and safety plan) Belle Isle Rehab Design/ESDC: \$375k, and Cambridge Branch Sections 23,24,25,26 Design/CS: \$354k (contracts being repackaged and rescheduled) <u>Greater than planned spending</u> Braintree-Weymouth Improvements Design CS/Construction: \$1.2M work planned in FY24 that was completed in FY25
Treatment	\$63,459	\$58,803	(\$4,656)	-7.3%	<u>Less than planned spending</u> Clinton Wastewater Treatment Plant Digester Cover Replacement: \$3.5M: (contract awarded later than originally planned) DITP Roofing Replacement: \$2.0M (Contractor is behind original schedule due to delays with receiving materials on a timely basis) DITP As-Needed Design: \$2.0M (lower than projected task order work) Screw Pump Replacement Phase 2 Construction: \$1.6M, Gas Protection System Replacement Phase 2: \$833k, and Fire Alarm System Replacement - Construction: \$667k (schedule changes) South System Pump Station VFD Replacement Design/ESDC/REI: \$636k (work deferred to Clarifier Rehabilitation priority) <u>Greater than planned spending</u> Clarifier Rehabilitation Phase 2 Construction: \$7.9M (contractor progress greater than planned and additional equipment delivery received sooner than anticipated) Digester & Storage Tank Rehabilitation Design/ESDC: \$552k (consultant progress greater than anticipated)
Residuals	\$267	\$199	(\$67)	-25.2%	

**ATTACHMENT 3  
FY25 CIP Variance Report (\$000s)**

	FY25 Budget April	FY25 Actuals April	Actuals vs. Budget		Explanations
			\$	%	
CSO	\$4,667	\$3,357	(\$1,310)	-28.1%	<u>Less than planned spending</u> Somerville Marginal New Pipe Connection: \$1.4M (Notice-to-Proceed issued later than anticipated) <u>Greater than planned spending</u> CSO Performance Assessment: \$518k (consultant progress greater than originally planned)
Other Wastewater	\$48,072	\$8,310	(\$39,762)	-82.7%	<u>Less than planned spending</u> I/I Local Financial Assistance: \$39.8M (less than anticipated requests for community grants and loans)
<b>Total Wastewater</b>	<b>\$135,031</b>	<b>\$80,857</b>	<b>(\$54,174)</b>	<b>-40.1%</b>	
<b>Waterworks</b>					
Drinking Water Quality Improvements	\$3,670	\$1,664	(\$2,006)	-54.7%	<u>Less than planned spending</u> CWTP Technical Assistance: \$1.7M (lower than projected task order work)
Transmission	\$48,015	\$39,070	(\$8,944)	-18.6%	<u>Less than planned spending</u> Metropolitan Water Tunnel Program Administration, Legal & Public Outreach: \$3.7M (less than anticipated costs) Metropolitan Water Tunnel Program Final Design/ESDC: \$3.1M (change in Notice-to-Proceed as contract was not awarded until October 23, 2024 Board meeting) Program Support Services: \$1.7M and Geotechnical Support Services: \$334k (less than anticipated services) WASM 3 - MEPA/Design/CA/RI: \$1.6M (less than planned consultant work) Maintenance Garage/Wash Bay/Storage Building - Construction: \$1.4M (schedule change) Wachusett Lower Gatehouse Pipe & Boiler Replacement Construction and REI: \$1.2M (longer lead time on some larger items and a change in design for the multi-orifice valve) Watershed Land Acquisition: \$505k (less than planned land purchases) <u>Greater than planned spending</u> Waltham Water Pipeline Construction: \$4.1M and CP2 Shaft 5: \$936k (greater than planned contractor progress)

**ATTACHMENT 3  
FY25 CIP Variance Report (\$000s)**

	FY25 Budget April	FY25 Actuals April	Actuals vs. Budget		Explanations
			\$	%	
Distribution & Pumping	\$25,650	\$18,868	(\$6,782)	-26.4%	<u>Less than planned spending</u> Section 75A and 47 Extension - CP-1 Construction and REI: \$4.0M (Construction award later than anticipated) Section 89/29 Replacement Construction: \$2.9M (less than planned contractor progress) Section 56 Replacement/Saugus River - Design/CA and Construction: \$1.2M (change in schedules) NIH Storage Design CA/RI:\$667k (updated schedule) <u>Greater than planned spending</u> NEH Improvements CP-1: \$1.7M and New Connecting Mains CP3-Sections 23, 24 & 47 Rehabilitation: \$366k (work scheduled for FY24 including final paving performed in FY25) Section 56 Easements: \$1.3M (easements paid that were necessary for Section 56) Section 24 & 25 CP2: \$757k (greater than planned contractor progress) Northern Extra High Service (NEH) - New Pipelines Legal: \$682k (greater than planned legal/easement expenses)
Other Waterworks	\$12,652	(\$10,893)	(\$23,545)	n/a	<u>Less than planned spending</u> Local Water Pipeline Financial Assistance Program: \$13.3M (less than anticipated requests for community loans) Steel Tank Improvements - Design/CA, Construction and REI Phase 1: \$6.2M and Phase 2 Construction and REI: \$2.4 million (construction schedule changes) Beacon St. Line - Design/ESDC: \$1.4M (schedule change)
<b>Total Waterworks</b>	<b>\$89,986</b>	<b>\$48,709</b>	<b>(\$41,277)</b>	<b>-45.9%</b>	

**ATTACHMENT 3  
FY25 CIP Variance Report (\$000s)**

	FY25 Budget April	FY25 Actuals April	Actuals vs. Budget		Explanations
			\$	%	
<b>Business &amp; Operations Support</b>					
<b>Total Business &amp; Operations Support</b>	<b>\$18,934</b>	<b>\$7,253</b>	<b>(\$11,681)</b>	<b>-61.7%</b>	<u>Less than planned spending</u> Cabling: \$2.9M (delays in development of the scope of work caused by challenges in locating available conduit paths on Deer Island) As-Needed Design Contracts: \$2.0M (lower than projected task order work) Deer Island Solar Canopy Project: \$1.0M (updated schedule) Security Equipment & Installation: \$979k (delays with projects including upgrades to communication circuits and Incident Management System) Disaster Recovery: \$765k, Data Center Firewalls: \$686k, LIMS Upgrade v2: \$500k, Lawson Upgrade: \$457k, Oracle Database Appliance v.2: \$317k, Instrumentation & Controls IT: \$310k, and Distributed Antenna System Upgrades: \$300k (schedule changes) FY24-28 Vehicle Purchases: \$742k (long lead time on receiving vehicles) MAXIMO Interface Enhancements: \$309k (less than anticipated completion of final work)
<b>Total MWRA</b>	<b>\$243,951</b>	<b>\$136,818</b>	<b>(\$107,132)</b>	<b>-43.9%</b>	

**Attachment 4  
FY25 Budget vs. FY25 Projection**

TOTAL MWRA	FY25 Budget	FY25 Projection	Change FY25 Budget vs FY25 Projection	
			\$	%
<b>EXPENSES</b>				
WAGES AND SALARIES	\$ 133,658,956	\$ 115,620,736	\$ (18,038,220)	-13.5%
OVERTIME	6,133,077	5,779,767	(353,310)	-5.8%
FRINGE BENEFITS	27,834,124	26,215,824	(1,618,300)	-5.8%
WORKERS' COMPENSATION	2,073,434	2,544,104	470,670	22.7%
CHEMICALS	19,706,033	19,474,912	(231,121)	-1.2%
ENERGY AND UTILITIES	32,048,177	31,142,942	(905,235)	-2.8%
MAINTENANCE	46,653,200	44,437,472	(2,215,728)	-4.7%
TRAINING AND MEETINGS	568,346	421,713	(146,633)	-25.8%
PROFESSIONAL SERVICES	11,121,730	9,364,497	(1,757,233)	-15.8%
OTHER MATERIALS	7,270,879	7,387,450	116,571	1.6%
OTHER SERVICES	33,945,804	31,304,362	(2,641,442)	-7.8%
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 321,013,760</b>	<b>\$ 293,693,778</b>	<b>\$ (27,319,982)</b>	<b>-8.5%</b>
INSURANCE	\$ 4,471,045	\$ 4,602,141	\$ 131,096	2.9%
WATERSHED/PILOT	32,507,642	29,755,671	(2,751,971)	-8.5%
HEEC PAYMENT	8,185,723	8,259,572	73,849	0.9%
MITIGATION	1,823,563	1,823,563	-	0.0%
ADDITIONS TO RESERVES	1,906,278	1,906,278	-	0.0%
RETIREMENT FUND	21,264,519	21,264,519	-	0.0%
POSTEMPLOYMENT BENEFITS	5,280,806	5,280,806	-	0.0%
<b>TOTAL INDIRECT EXPENSES</b>	<b>\$ 75,439,576</b>	<b>\$ 72,892,550</b>	<b>\$ (2,547,026)</b>	<b>-3.4%</b>
STATE REVOLVING FUND	\$ 85,449,151	\$ 82,017,580	\$ (3,431,571)	-4.0%
SENIOR DEBT	315,206,721	306,878,174	(8,328,547)	-2.6%
SUBORDINATE DEBT	64,768,074	60,696,949	(4,071,125)	-6.3%
LOCAL WATER PIPELINE CP	9,827,661	7,347,129	(2,480,532)	-25.2%
CURRENT REVENUE/CAPITAL	20,200,000	20,200,000	-	0.0%
CAPITAL LEASE	3,217,060	3,217,060	-	0.0%
DEBT PREPAYMENT	5,500,000	5,500,000	-	0.0%
DEBT SERVICE ASSISTANCE	-	-	-	0.0%
<b>TOTAL DEBT SERVICE</b>	<b>\$ 504,168,667</b>	<b>\$ 485,856,892</b>	<b>\$ (18,311,775)</b>	<b>-3.6%</b>
<b>TOTAL EXPENSES</b>	<b>\$ 900,622,003</b>	<b>\$ 852,443,219</b>	<b>\$ (48,178,783)</b>	<b>-5.3%</b>
<b>REVENUE &amp; INCOME</b>				
RATE REVENUE	\$ 855,488,000	\$ 855,488,000	\$ -	0.0%
OTHER USER CHARGES	10,668,572	10,753,761	85,189	0.8%
OTHER REVENUE	6,066,670	6,292,411	225,741	3.7%
RATE STABILIZATION	-	-	-	0.0%
INVESTMENT INCOME	28,398,761	29,892,694	1,493,933	5.3%
<b>TOTAL REVENUE &amp; INCOME</b>	<b>\$ 900,622,003</b>	<b>\$ 902,426,866</b>	<b>\$ 1,804,863</b>	<b>0.2%</b>

**VARIANCE:** **\$ (49,983,647)** **\$ (49,983,647)**

**STAFF SUMMARY**


**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director  
**DATE:** May 21, 2025  
**SUBJECT:** Bond Defeasance of Future Debt Service



**COMMITTEE:** Administration, Finance & Audit

X VOTE  
     INFORMATION

Matthew R. Horan, Deputy Director, Finance/Treasurer  
Preparer/Title

  
Thomas J. Durkin  
Director of Finance

*Consistent with MWRA's multi-year rates management strategy, MWRA staff are recommending the execution of an approximately \$33.9 million defeasance in June 2025 to reduce future year rate increases. The \$33.9 million in available funds is derived from the use of \$26.4 million from the FY25 projected positive budget variance, the \$5.5 million Debt Prepayment included in the FY25 CEB, \$1.1 million in remaining FY24 funds and projected \$0.9 million of interest earnings on the escrow. These funds will be used to prepay debt service coming due in FY26 through FY31.*

**RECOMMENDATION:**

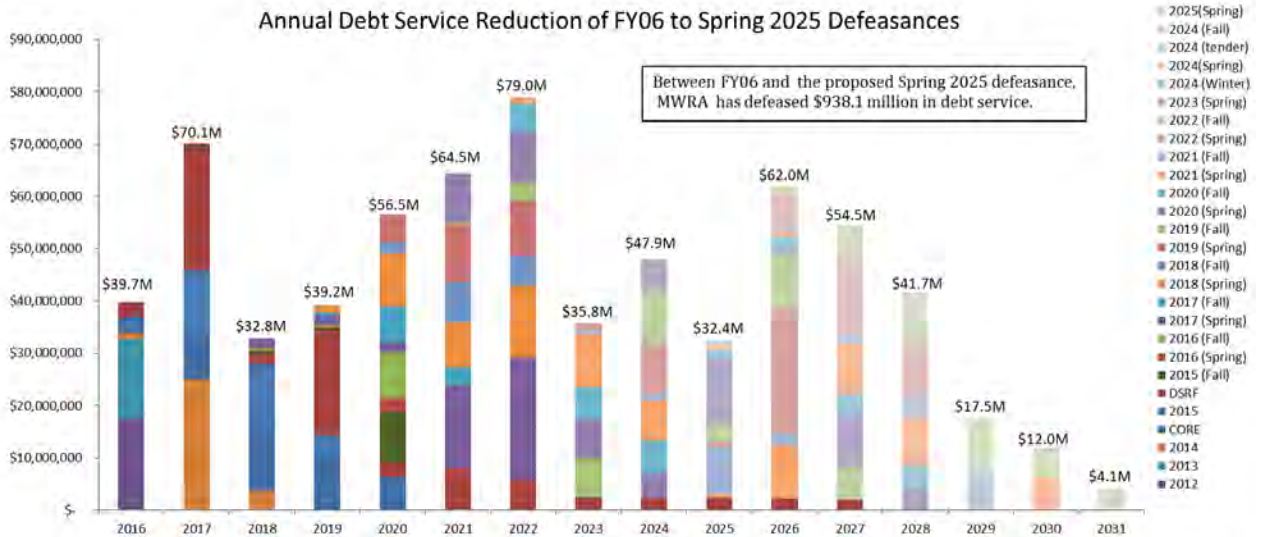
To authorize the Executive Director or his designee, on behalf of the Authority, to enter into, execute and deliver all necessary agreements and other instruments and to take such other actions necessary to effectuate the redemption and defeasance of an aggregate principal amount of \$32,020,000 of outstanding MWRA senior bonds including to cause the escrow of cash and/or securities in an amount necessary to fund such redemption and defeasance, in order to reduce the debt service requirement by \$38,173,750 in the FY26 through FY31 timeframe.

**DISCUSSION:**

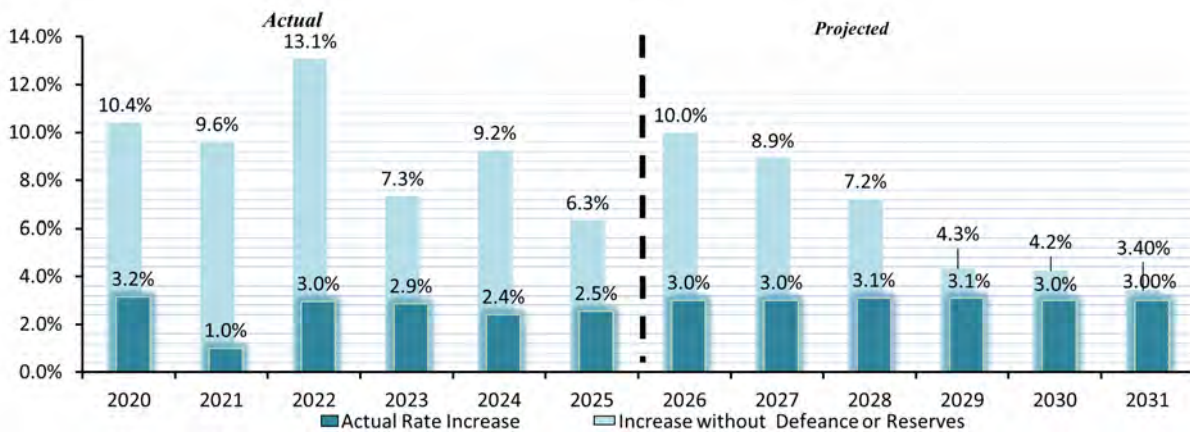
Since FY12, the MWRA has utilized the budgetary defeasance account strategy to set aside positive budget variances associated with the capital finance budget to defease outstanding debt. In order to mitigate rate increases, staff reflected the impact of a \$15.0 million defeasance in the Proposed FY26 CEB comprised of the projected FY25 positive budget variance as well as the FY25 CEB Debt Prepayment. Now, based on current year-end projections, the proposed defeasance has increased to approximately \$33.9 million, consisting of \$26.4 million from the projected FY25 positive budget variance, \$5.5 million from the FY25 Debt Prepayment, \$1.1 million in funds remaining from FY24 and \$0.9 million of interest earnings on the escrow for even greater debt service reductions in future years. In the low interest rate environment over the last 15-years staff had not factored escrow earnings when sizing the defeasance. With the large

increase in short-term interest rates, MWRA is able to earn significant more on the escrow securities and that additional income has been factored into the sources of funding.

MWRA’s ongoing use of defeasances has had a significant impact in lowering future debt service payments and limiting annual rate revenue increases. From 2006 through this proposed transaction, MWRA has defeased \$938.1 million in debt service to reduce future year rate revenue requirements. The following chart details the multi-year impact of those defeasances.



The application of these defeasances has had a significant impact on rate increases. The following chart shows the estimated rate increase without the application of the defeasances.



Staff reviewed all bonds available to be defeased, and have identified the maturities of the bonds in the following table as the most advantageous defeasance candidates.

Series	Maturity	Call Date	Principal	Defeasance Cost <sup>1</sup>
2016C	August 1, 2028	August 1, 2026	\$ 7,000,000	\$ 7,350,000
2016B	August 1, 2029	August 1, 2026	\$ 1,225,000	\$ 1,286,250
2016B	August 1, 2030	August 1, 2026	\$ 1,595,000	\$ 1,674,750
2016D	August 1, 2029	August 1, 2026	\$ 1,305,000	\$ 1,370,250
2017C	August 1, 2027	August 1, 2027	\$ 5,050,000	\$ 5,555,000
2017B	August 1, 2029	August 1, 2027	\$ 2,715,000	\$ 2,986,500
2018B	August 1, 2029	August 1, 2025	\$ 2,505,000	\$ 2,505,000
2018B	August 1, 2030	August 1, 2025	\$ 3,750,000	\$ 3,750,000
2018B	August 1, 2031	August 1, 2025	\$ 3,875,000	\$ 3,875,000
2019B	August 1, 2028	August 1, 2029	\$ 1,000,000	\$ 1,150,000
2019B	August 1, 2029	August 1, 2029	\$ 2,000,000	\$ 2,400,000
<b>Total</b>			<b>\$ 32,020,000</b>	<b>\$ 33,902,750</b>

(1) Defeasance costs is only anticipated funds from surplus and does not included current year deposits.

The following table details the annual budget savings by fiscal year for the proposed 2025 spring defeasance.

Budget Reduction by Fiscal Year						Total CEB Reduction
2026	2027	2028	2029	2030	2031	
\$ 1,601,000	\$ 6,651,000	\$ 9,348,500	\$ 10,698,500	\$ 5,806,000	\$ 4,068,750	\$ 38,173,750

The proposed defeasance reduces debt service by a total of \$38.2 million between FY26 and FY31. The total debt service reduction attributable to the defeasance is approximately \$4.3 million higher than the defeasance cost because all of the bonds selected for this defeasance are callable prior to their maturity date. The payment of these bonds on the call date will yield interest savings, as a result of paying off the bonds prior to maturity without interest accruing. Since 2006, MWRA has avoided \$48.5 million in interest by defeasing callable bonds.

The funds will be utilized to purchase governmental securities in an amount sufficient to make all future interest and principal payments on the bonds to be defeased, offset by the interest earned on the securities.

The governmental securities purchased will be deposited with an escrow agent (bond trustee). Once established, an escrow is irrevocable, replacing any future debt service payments due for the bonds being escrowed, and therefore reducing the rate revenue requirement. Establishing an escrow reduces debt service requirements for each fiscal year from the time it is executed until the defeased bonds mature.

Establishing an escrow to defease debt requires that MWRA's bond counsel draft an agreement to this effect and an independent verification agent must certify that the funds in the escrow are sufficient to pay the remaining debt service. Bonds that are escrowed to maturity are not included in the MWRA's debt cap or debt service coverage calculations. Staff will continue to monitor market conditions and the maturities available to be defeased to ensure that the bonds selected provide MWRA with the highest available debt service savings.

**BUDGET/FISCAL IMPACT:**

The tender and defeasance combined will decrease the FY26 through FY31 debt service requirement by \$38.2 million. This transaction will result in \$4.1 million in avoided interest expenses, which are direct savings for the MWRA's ratepayers. The cost associated with bond counsel and financial advisory services will be paid out of the Treasury Department's professional services budget.


**STAFF SUMMARY**


**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director  
**DATE:** May 21, 2025  
**SUBJECT:** MWRA FY26 Insurance Program Renewal



**COMMITTEE:** Administration, Finance & Audit

     INFORMATION  
  X   VOTE

  
Thomas Durkin, Director of Finance  
Preparer/Title

  
Michele S. Gillen  
Director of Administration

*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 FY26, staff conducted a full competitive public bid process for all lines of coverage in an effort to obtain the most competitive pricing. All policies expire on June 30, 2025, except the Treasurer's Bond, which renews in January. Premium increases were received for most coverages reflecting current insurance marketplace conditions; however, the availability of Membership Credits on our property policy have offset \$496,139 of premium increases. The FY26 program renewal totals \$5,209,229. After adjusting coverages and premiums for fair comparison to last year, this is a net program increase of 11.3%.*

**RECOMMENDATION:**

To approve awards to the lowest eligible and responsive proposers for insurance policies, bonds, and related broker services for MWRA's FY26 Insurance Program, and to authorize the Executive Director, on behalf of the Authority, to execute contracts for broker services, for the terms, premiums, and fees described below, and incorporated by reference for the record, resulting in a total program amount not-to-exceed \$5,209,229 for FY26, including Broker fees through FY28:

- (1) Workers' Compensation Excess Policy with Arch Insurance Company (Arch), submitted by broker King Insurance Partners (King Partners), for the period beginning July 1, 2025 through June 30, 2026, with a \$25 million limit and a \$1 million self-insured retention, for a premium of \$221,251;
- (2) Property Policy (including Boiler & Machinery coverage) with Factory Mutual Insurance Co. (FM Global), for the period beginning July 1, 2025, through June 30, 2026, with various limits of coverage and a \$2.5 million self-insured retention, resulting in a net premium of \$2,034,170;

- (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, 2025 through June 30, 2026, with a combined \$5 million limit and a \$2.5 million self-insured retention, for a combined premium of \$289,133;
- (4) Excess General Liability Policies with insurance companies to be determined and submitted by broker King Partners, for the period beginning July 1, 2025 through June 30, 2026, providing a combined total of \$95 million of excess liability coverage for a total combined premium not-to-exceed \$2,306,469;
- (5) Public Official's Liability Policy with American International Group (AIG), submitted by broker Arthur J. Gallagher Risk Management Services Inc. (AJG), for the period beginning July 1, 2025 through June 30, 2026, 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. (Chubb), submitted by broker AJG, for the period beginning July 1, 2025 through June 30, 2026, with a \$5 million limit and a \$1 million self-insured retention, for a premium of \$10,994, 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, 2025 through June 30, 2026, with a \$1 million limit and a \$25,000 deductible for a premium of \$6,136;
- (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 2026; and
- (9) Broker contracts with King Partners, for an amount of \$225,000, and AJG for the commissions included within the policy premiums, from notice of award through June 30, 2028.

## **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 state statute and is a prerequisite for MWRA to operate as a self-insured entity for Workers' Compensation benefits. Insurance coverage required by MWRA's Enabling Act includes Public Official's/Crime Bond and Treasurer's Bond, which serve to protect the Authority against losses due to fraudulent or dishonest acts, failure to perform duties faithfully or improper accounting of monies or property by employees. Other policies are maintained in order to protect MWRA assets and limit MWRA's financial exposure to loss. In addition, policies are maintained to comply with covenants contained within MWRA's General Revenue Bond Resolution. All policies under the current program

(except Treasurer's Bond) expire on June 30, 2025, 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 FY26, staff conducted a full competitive public bid process for all lines of coverage in an effort to obtain the most competitive pricing and coverage available. In a change of approach from recent years, the insurance brokers whose proposed insurance package was selected for a coverage line for FY26 (King Partners and AJG) will be engaged for a three policy-year term to service that coverage line. Staff anticipated increases in rates and premiums on all lines of coverage for FY26 based on current insurance market conditions and inflationary pressures.

Insurance companies across all lines of coverage continue to see increased losses and risk exposures leading to an increased level of uncertainty and risk in the marketplace. While moderating, "hard market" conditions continue to persist resulting in limited capacity, restrictive coverage and premium increases. However, MWRA's property insurance carrier, FM Global, a mutual company, has experienced favorable loss and financial conditions in the past few years and has authorized two Membership Credits<sup>1</sup>, providing a significant premium credit for the FY26 renewal cycle. For MWRA, based on our years of membership and favorable loss experience, the premium credit applied to the FY26 property renewal equates to \$496,139. This credit serves to offset other premium increases and reduce the overall insurance program cost.

This year, staff again made an effort to attract multi-year policies, but not one was received.<sup>2</sup> As mentioned above, the insurance marketplace continues to be considered a "hard market" with limited offerings, coverage restrictions and increasing premiums. MWRA's Insurance Consultant, KFDA Advisors (KFDA), reports again this year seeing similar trends across its client base. Broker fees remain stable with flat or small increases. Overall, the net cost of the insurance program recommended for FY26, including all policies and broker fees, is \$5,284,229, an increase of 12.9% after adjusting coverages, and premiums for fair comparison to the current expiring coverages.

### **PROCUREMENT PROCESS:**

This year staff pursued an alternative approach in an attempt to address market fatigue issues, structuring the RFQP as a three-year Broker Services agreement with associated insurance coverage for a minimum one-year period, with an option to extend the insurance coverage for two additional 12-month periods upon mutual agreement as to the terms, pricing and final approval by MWRA Board of Directors. In cases where the proposed rate for the next 12-month period is not favorable, the assigned broker will survey the market for pricing from other insurance providers. If no broker is engaged for a coverage line (i.e. Direct Writers), then the other incumbent brokers would be asked to provide competitive quotes for that coverage line.

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<sup>1</sup> 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.

<sup>2</sup> MWRA did receive Two-Year Program Commitments from Safety National through Sullivan Group, and from Arch through King Partners, for their Workers Compensation Excess policies; however, it did not qualify as a multi-year alternative because the terms of the commitment were overly subjective in favor of the insurers and, therefore, this feature was not considered in the final award recommendation for FY26.

On January 27, 2025, MWRA issued a Request for Letters of Interest that was publically advertised in the Goods and Services Bulletin, the Boston Herald, Banner Publications, the Dorchester Reporter, and El Mundo, and on the MWRA Supplier Portal. In addition, staff sent direct solicitations to 17 insurance brokers and direct writers<sup>3</sup> that have expressed an interest in or participated in previous MWRA insurance procurements. In response to the solicitation, five brokers and one direct writer submitted Letters of Interest listing their requested insurance markets. Staff, with the assistance of insurance consultant KFDA, reviewed all requests and assigned more than 50 insurance companies to the brokers across different coverage lines. A Request for Qualifications/Proposals, including technical specifications and rating data, was made available to all participants along with their market assignments. Additional information and responses to questions were provided to proposers during the bid stage. On April 22, 2025, MWRA received five proposals.

Proposals varied with respect to the lines of coverage offered. As shown on the attached table, while multiple proposals/options were received for Excess Workers' Compensation, Public Officials and Fiduciary, the other policies had only one proposal from incumbent carriers. This response is similar to previous years and not surprising due to the competitive pricing of MWRA's current program and market fatigue associated with annual solicitations. The proposals were reviewed by KFDA for adherence to MWRA's technical specifications. The approvals requested herein represent those recommended by KFDA for each line of coverage. The attached table provides a summary of all lines of coverage with the limits, deductibles, and premiums comparing the expiring FY25 premiums with the proposed FY26 premiums. A brief summary of each line of coverage is provided below.

**Workers' Compensation Excess** – Two proposals were received for this coverage. The first proposal was from broker Sullivan Group (Sullivan), with a policy from Safety National insurer, with a \$1 million self-retention and Massachusetts Statutory limit for a premium of \$230,987 (not including broker fee). A second proposal was received from broker King Partners, with a policy from incumbent insurer Arch, with a \$1 million self-retention and a limit of \$25 million for a premium of \$221,251 (not including broker fee). KFDA reviewed the coverages afforded under both policies and determined that while Safety National's policy theoretically provides greater coverage, the coverages were comparable and, therefore, recommends the lower cost policy. Accordingly, staff recommend the purchase of the Workers Compensation Excess policy from Arch with a \$1 million per occurrence self-insured retention and \$25 million limit through broker King Partners, for the specified premium of \$221,251 and an associated broker fee of \$15,000.

**Property Insurance (including Boiler & Machinery)** – One proposal was received for this line of coverage from direct writer FM Global, the incumbent provider. FM Global's proposal contained various policy options with \$2.5 million and \$5 million self-retention levels with limits of \$200 million and \$300 million in coverage.<sup>4</sup> FM Global's proposal again included reduced

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<sup>3</sup> A direct writer is an insurance company that deals directly with customers and does not require a broker.

<sup>4</sup> The additional options offered by FM Global are not cost effective because they subject the Authority to an additional \$2.5 million of risk exposure in return for relatively small premium savings that would quickly evaporate with just one claim in excess of the \$2.5 million self-retention.

limits of coverage for flood exposures for certain high-risk MWRA facilities and for damages arising from communicable disease. The option shown on the attached table and recommended by staff includes a policy limit of \$300 million with a \$2.5 million self-retention for a total net premium of \$2,034,170. This premium is based on a fixed rate applied to MWRA's Total Insured Value (TIV) of \$4,129,860,641, which is 2.0% higher than the TIV in FY25. The rate offered by FM Global of 6.13 cents per \$100 TIV remained flat. The net premium above also includes a Resiliency Credit of 5% and a Membership Credit of 15% available to MWRA's FY26 policy renewal. These credits result in a reduction in the FY26 premium of \$496,139. Accordingly, staff recommend approval of FM Global's proposal described above for a total net premium \$2,034,170.

**General Liability** – One proposal was received for the General Liability coverage. The incumbent broker, King Partners, submitted a bid from the incumbent carrier, Lexington Insurance Co. (Lexington), with a limit of \$5 million and a self-insured retention (SIR) of \$2.5 million. This proposal is an extension of the policy currently in place; however, the limit of coverage offered for FY26 is reduced from \$10 million to \$5 million. In order to match the requested \$10 million of coverage, King Partners also submitted three other bids. Two bids were from Berkshire, one for an additional \$5 million in coverage (\$283,766), meeting the procurement specification, and one for \$10 million (\$483,184). The third bid was from Accredited Specialty (\$236,429). However, because it is more cost effective to purchase a larger second layer (\$10 million v. \$5 million), MWRA's KFPA recommended the initial award be only for Lexington for the first layer (\$5 million) and that King Partners be authorized to approach excess markets to obtain the most cost/coverage-effective proposals to fill out MWRA's entire \$100 million umbrella liability tower. The policy premium for the first layer (\$5 million) is \$289,133. Accordingly, staff recommend the placement of this coverage submitted by broker King Partners with Lexington Insurance Company with a combined \$5 million limit and a \$2.5 million self-insured retention for the specified premium.

**Excess General Liability** – As the recommended broker for the General Liability coverage, King Partners will be directed to solicit quotes from various insurance companies for the additional excess layers of liability coverage.<sup>5</sup> The companies and final premium costs for the additional \$95 million of excess liability coverage will not be available in time for this Board meeting. In order to keep all insurance-related items together in one summary, staff recommend a not-to-exceed amount of \$2,306,469 for this item. This amount was estimated from current pricing on the underlying general liability policies referenced above and current market conditions. This estimate represents an increase of 38% over last year's premium for this same level of coverage.

**Public Official's Liability** – One proposal was received for this line of coverage with the specified \$5 million limit and \$1 million self-insured retention. One from incumbent, National Union/AIG, submitted through broker AJG, for a premium of \$113,576. This represents a flat renewal from the expiring FY25 policy. Therefore, staff recommend the renewal of this coverage with National Union/AIG for the specified premium of \$113,576, which includes a broker's commission.

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<sup>5</sup> Excess Liability policies cannot be purchased until the underlying General Liability policy is first established.

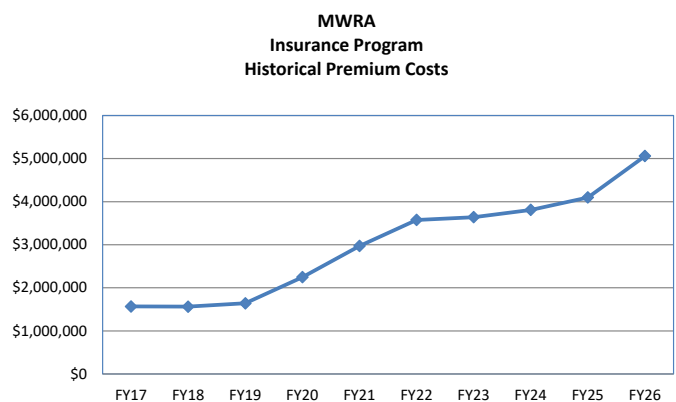
**Fiduciary Liability** – Three proposals were received for this line of coverage with the specified \$5 million limit and \$1 million self-retention. One from the incumbent, Chubb, submitted through broker AJG, for a premium of \$10,994, which is 10% higher than the existing FY25 policy. The second proposal was submitted for \$1,000,000 coverage and \$50,000 self-retention from Axis Insurance, submitted by broker Gold River, for a premium of \$27,538, and a third proposal also submitted from Gold River, for \$3,000,000 coverage and \$50,000 self-retention was from Axis Insurance, for a premium of \$56,064. Accordingly, staff recommend the placement of this coverage with Chubb for the specified premium, which includes a broker’s commission.

**Public Official’s/Crime Bond** – Three proposals were received for this line of coverage with the specified \$1 million limit with a \$25,000 self-retention. One proposal was received from incumbent, Great American, submitted through broker King Partners, for a premium of \$6,136. Crime and Fiduciary quotes were received with options of \$1,000,000 aggregate and \$3,000,000 aggregate limits through Axis Insurance Company. The Crime policy has \$150,000 retention and Fiduciary has a \$50,000 retention. The cost of the combined \$1,000,000 program is \$27,538 and the cost of the combined \$3,000,000 program is \$56,064, as described in the Fiduciary Liability section above. Both programs are more costly than the stand-alone Crime and Fiduciary options with incumbents. Accordingly, staff recommend the placement of this coverage with Great American for the specified premium.

**Treasurer’s Bond** – The Treasurer’s Bond is required by the MWRA Enabling Act and is written in the name of the person holding the position of Treasurer. This bond is off-cycle from the rest of the insurance program and does not expire until January 2026. To keep all insurance program approvals consolidated in one summary, staff included a not-to-exceed amount of \$2,500 for the renewal of this bond upon its expiration. The broker fee associated with renewal of this bond is included in the FY26 broker scope of services.

**CONCLUSION**

Staff recommend the renewal of MWRA’s insurance program for FY26, 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 \$5,209,229, which is an increase of 11.3% from last fiscal year. The chart at right provides MWRA’s Insurance Program Historical Premium Costs over the past 10 fiscal years.



**BUDGET/FISCAL IMPACT:**

The Proposed FY26 CEB includes \$5.1 million for the total cost of maintaining MWRA's insurance program, consisting of premiums, fees and payment of self-insured claims in FY26. The Draft Final Budget will recommend sufficient funds for the renewal of the insurance program outlined above.

**MBE/WBE PARTICIPATION:**

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

**ATTACHMENT:**

FY26 Insurance Proposal Table

**MWRA FY26 INSURANCE PROPOSALS**

EXPIRING FY25 ACTUAL PREMIUMS					PROPOSED FY26 PREMIUMS		
Item #	Coverage	Deductible/ Limit	FY25 Final Premium	Current (FY25) Insurance Co. (Broker)	FY26 Bids (See Note 1)	FY26 Insurance Co. (Broker)	Notes
1	Excess Workers Comp.	\$1M /\$25M	222,871	Arch Insurance (King Partners)	230,987  <b>221,251</b>	Safety National (Sullivan Group)  <b>Arch Insurance (King Partners)</b>	Incumbent, Arch total premium increase of 6.0%. FY26 Payroll increase of 1.3%. Arch Bid lower premium cost. King Broker Fee lower (\$15,000 vs \$16,500)
2	Property Insurance (including Boiler & Machinery)	\$2.5M / \$300M	1,935,695	FM Global (Direct Writer- No Broker Fee)	<b>2,034,170</b>	<b>FM Global (Direct Writer- No Broker Fee)</b>	FM Global Bid includes \$496,139 in Member Credits. 5% Resiliency Credit and 15% Member Credit. FM Bid based on no increase in Rate per \$100 TIV applied a 2.0% increase in TIV. FM Global options for higher retention (\$5M) and lower limits of coverage(\$200M) not feasible.
3	General Liability (Incl., Auto, Marine, Wharfing Limited Pollution and Employment Practice Liability)	\$2.5M/\$5M \$2.5M/\$10M	326,285 350,000	Lexington Insurance Berkshire Hathaway (2nd Excess Layer) (King Partners)	<b>289,133</b>	<b>Lexington Insurance Co.</b>	Lexington reduced limit offered from \$10M to \$5M. Increase in premium reflects current "Hard Market" conditions. Premium includes Surplus Lines charges. King Partners broker fee of \$60,000 includes fees for placing Excess Liability and Crime policies.
4	Excess Liability	\$10M/\$90M	1,671,354	HDI, Gemini, Vantage, Allied World, Westchester, Great American, Westfield, Crum & Forster  (King Partners)	<b>2,306,469</b>	<b>To Be Determined. (King Partners)</b>	Premium shown is Not-to-Exceed amount. Coverage is based on first layer of General Liability policy which must be finalized first. Amount shown represents a 38% increase over last year.
5	Public Official's Liability	\$1M/\$5M	113,576	National Union (AIG) (Arthur J. Gallagher)	<b>113,576</b>	<b>National Union (AIG) (Arthur J. Gallagher)</b>	Nat. Union Premium shown is flat renewal. Bid amount includes broker commission.
6	Fiduciary Liability	\$1M/\$5M	9,994	Chubb/ACE (Arthur J. Gallagher)	<b>10,994</b>	<b>Chubb/ACE (Arthur J. Gallagher)</b>	Chubb premium increased by 10% Premiums shown include broker fees.
					27,538	Axis (Gold River) - \$1M Aggregate	Fiduciary and Crime were received with options of \$1M and \$3M Aggregate, \$50k SIR/Fiduciary and \$150k SIR/Crime. Both programs are more costly than the stand-only Crime and Fiduciary options with incumbents.
					56,064	Axis (Gold River) - \$3M Aggregate	
7	Public Official's/Crime Bond	\$25K/\$1M	5,789	Great American Insurance (King Partners)	<b>6,136</b>	<b>Great American Insurance (King Partners)</b>	Premium shown is a 6% increase.
8	Treasurer's Bond	\$0/\$1M	1,800	Travelers Casualty & Surety (King Partners)	<b>2,500</b>	<b>To Be Determined. (King Partners)</b>	Renews in January 2026. Amount shown is a Not-to-Exceed amount.
9	Broker Fees -Various		75,000	Various	<b>225,000</b>	<b>Various - See Note 2</b>	Broker Fees - \$225,000 Total - (\$75,000 per FY26-FY28)
Total Program Cost					\$ 4,099,073	<b>\$ 5,209,229</b>	

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

Note 2: Broker Fees are \$225,000 (\$75,000 per FY26-FY28) 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:** Frederick A. Laskey, Executive Director  
**DATE:** May 21, 2025  
**SUBJECT:** Amendment 1 to Purchase Order Contract for Infor/Lawson Enterprise Resource Planning Consultant  
 McInnis Consulting Services, Inc.  
 Bid WRA-5470Q, State Contract ITS77 Cat2b



**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:**

That the Board of Directors approve the award of Amendment 1 to WRA-5470Q, Infor/Lawson Enterprise Resource Planning Consultant, to McInnis Consulting Services, Inc. in the amount of \$247,065 and authorize the Director of Administration, on behalf of the Authority, to execute an amended purchase order increasing the purchase order amount, from \$247,065 to \$494,130, and extending the contract term by one year, from June 14, 2025 to June 14, 2026.

**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 MIS continues 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 the MWRA with a resource with functional and technical expertise in both the current version of the Infor Lawson ERP solution and in the new Infor CloudSuite ERP application, which is currently being implemented at the Authority. They will assist in the following areas:

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

2. The consultant will provide analytical, development and support services related to the maintenance of the current Infor Lawson solution in the functional and technical areas listed below.
  - Banking
  - Workforce Management
  - Procurement
  - Supply Chain Management
  - Inventory
  - Contracts
  - Invoice Management
  - Integrations
  
3. The consultant will provide analytical, development and support services related to the maintenance of the interfaces between Maximo and the current version of Infor Lawson ERP.

**This Amendment:**

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 and has been providing services in several areas. Specifically, the consultant is developing configurations and process automations for customizations and workflows in the new cloud-based environment and is working to implement interfaces between various internal applications and CloudSuite. The consultant is also supporting the existing ERP processes related to the Maximo-Lawson interface and in the maintenance of the current Lawson system as a whole.

In order 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 been an integral part of the development of the new CloudSuite processes and has developed in-depth knowledge of both the current Lawson system and the new CloudSuite system. Having a resource that has institutional knowledge of both systems will provide continuity in the project and help to maintain its current trajectory toward full implementation.

The consultant has excellent skills, performed well in the role, displays a deep understanding of relevant technologies, and works well with both the MWRA team and the external consultant who is a partner in implementing the new CloudSuite solution. 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 amount of \$247,065.00 for 1950 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 year	6/14/2024
Amendment 1	\$247,065.00	1 year	Pending
Amended Contract:	\$494,130.00	2 years	

**BUDGET/FISCAL IMPACT:**

There are sufficient funds for this purchase order in the FY26 Draft Final Current Expense Budget under Professional Services Account 86100-10610.

**MBE/WBE PARTICIPATION:**

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

**STAFF SUMMARY**



**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director  
**DATE:** May 21, 2025  
**SUBJECT:** Amendment 2 to Purchase Order for Data Reporting Analyst (Report Writer)  
Consultant  
Mindlance, Inc.  
Bid WRA-5281Q, State Contract ITS77 Category 1A and 1B

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**COMMITTEE:** Administration, Finance, & Audit


       INFORMATION

  X   VOTE



Michele S. Gillen  
Director of Administration

Michael Farmer, Program Manager, Tech Services  
Paul Fentross, Business Applications Manager  
Preparer/Title



Paula Weadick  
Director, MIS

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**RECOMMENDATION:**

That the Board of Directors approve the award of Amendment 2 to WRA-5281Q, Data Reporting Analyst Consultant, to Mindlance, Inc. in the amount of \$168,148.50 and authorize the Director of Administration, on behalf of the Authority, to execute an amended purchase order increasing the purchase order amount, from \$336,297.00 to \$504,445.50, and extending the contract term by one year, from April 25, 2025 to April 25, 2026.

**DISCUSSION:**

The sole MWRA MIS Report Writer resigned in March 2022. The MIS Report Writer is a critical role that provides technical report development and support for various departments, particularly to those who use Maximo Asset Management. This contract was originally initiated to fill this critical need. Continued efforts to fill this position have been unsuccessful. During the past several years, posting of this position has resulted in a total of eighteen applicants but, of those, only one met the position’s minimum qualifications and that applicant declined the MWRA’s offer.

Continued staff augmentation is needed to provide this support until the Report Writer position is filled. The consultant will be responsible for the following:

- participate in discussions with users to meet report requirements;
- complete Report definition document;
- code and publish reports to the development environment;
- work with business users to identify and remediate any issues;

- ensure that all report source code reside in the MWRA’s repository;
- obtain approval from Operations and MIS representatives before publishing to production environment; and
- publish completed report to the production environment following established change management process.

**Amendment 1:**

In April 2024, with the Report Writer position still being vacant, a one-year contract extension was requested and approved by the Board. This existing consultant has excellent skills and has performed well in the role displaying an understanding of relevant technologies and has developed a good understanding of MWRA’s environment and the reporting that the consultant supports. Maintaining the existing consultant ensures continuity of support while the search for permanent staff continues. The consultant has had an impact by addressing a number of enhancements and bugs within the reporting applications.

**This Amendment**

MWRA operational and administrative personnel have a significant inventory of available reports that they use in their daily activities. In addition, there are new reporting requirements that regularly need to be fulfilled. Maintaining a Report Writer on staff is critical to providing necessary reporting services to MWRA staff.

The existing Report Writer consultant has provided excellent support and has performed well in the role. The consultant understands MWRA’s environment, user groups and tools, and has worked well to provide report services to a number of internal users across various departments. The consultant develops BIRST and Crystal Reports, administers the reporting servers and universes for FOD and DITP, migrates reports and schemas, and updates reporting documentation.

Maintaining the contract for this consultant will ensure continuity of support while the search for permanent staff continues. Staff recommend extending the existing contract so that there is no interruption to the services the consultant currently provides.

This amendment, if approved, will increase the purchase order amount by a lump sum amount of \$168,148.50 for 1,950 billable hours maintaining the original rate of \$86.23 per hour.

**CONTRACT SUMMARY:**

	<u>Amount</u>	<u>Time</u>	<u>Dated</u>
Original Contract:	\$168,148.50	1 year	4/25/2023
Amendment 1	\$168,148.50	1 year	4/25/2024
Amendment 2	\$168,148.50	1 year	Pending
Amended Contract:	\$504,445.50	3 years	

**BUDGET/FISCAL IMPACT:**

There are sufficient funds for this purchase order included in the FY26 Draft Final Current Expense Budget under Account 86100-10610.

**MBE/WBE PARTICIPATION:**

Mindlance, Inc. is a certified Minority-owned business.

### STAFF SUMMARY


**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director  
**DATE:** May 21, 2025  
**SUBJECT:** Charlestown Pump Station Seawall Repair



**COMMITTEE:** Wastewater Policy & Oversight

X  INFORMATION  
  VOTE

Brian L. Kubaska, P.E., Chief Engineer,  
Ester Lwebuga, Assistant Director, Engineering  
Caitlin P. Carbonello, Program Manager  
Preparer/Title

  
David W. Coppes, P.E.  
Chief Operating Officer

### RECOMMENDATION:

For information only. This staff summary is intended to inform the Board of the condition of the seawall supporting the Charlestown Pump Station and staff's intended plan to proceed with final design of temporary repairs.

### DISCUSSION:

The MWRA Charlestown Pump Station is located at 171 Alford Street (Route 99) in Charlestown. Construction of this wastewater pump station was completed in 1895. The pump station operated for almost 100 years until the DeLauri Pump Station was constructed and brought online in 1993. In 2001, the pump station building, consisting of a screen room, engine room and office space, was vacated. (See Figure 1.) The building is listed in the inventory of the Massachusetts Historical Commission for its architectural and industrial significance.

A 60-inch diameter sewer siphon, the Cambridge Branch Sewer, is the only infrastructure that remains active at the site. The sewer line enters the pump station from the Mystic River beneath the seawall at the south face (see Figure 1). Portions of the sewer located within the limits of the pump station are encased in concrete and supported on timber piles. The sewer siphon runs longitudinally parallel to the seawall beneath the interior wall, extending under the building before continuing beneath Route 99 to the DeLauri Pump Station. A brick chimney manhole, housed within the abandoned Screen Room of the pump station, provides an access point to clean out the 60-inch diameter sewer siphon.

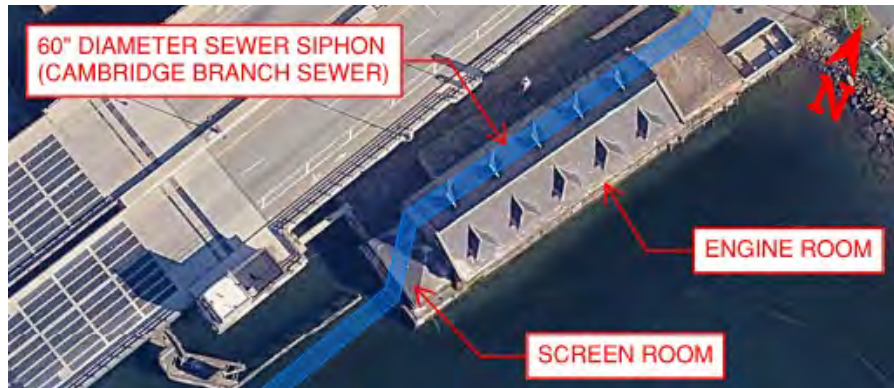


Figure 1: Charlestown Pump Station

The Cambridge Branch Sewer is a critical asset in the Authority’s sewer system with no redundancy. It conveys flow from four communities (Boston, Cambridge, Medford and Somerville), with dry weather flows of nearly 30 mgd and wet weather flows of over 100 mgd. Diverting flow around a compromised section of sewer with bypass pumping would be a significant, if not impossible, challenge.

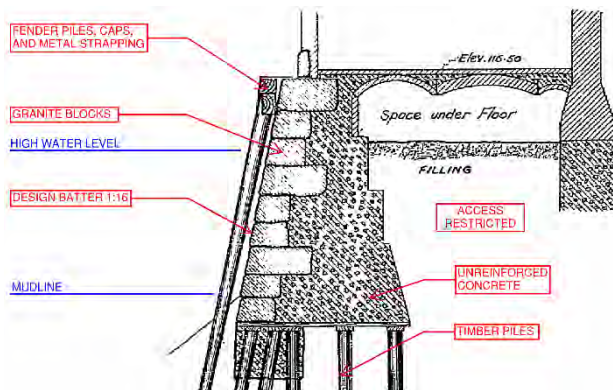


Figure 2: Seawall Section

face of the seawall, under which the 60-inch diameter sewer passes, is in the greatest degree of disrepair as noted by the significant gaps between the granite block seawall armoring. (See Figures 3 and 4.) Should localized movement or displacement of the granite blocks continue, there is an increased risk for loss of support of the superstructure and therefore increased potential of failure, as well as possible damage to the 60-inch sewer passing below the seawall.

MWRA, with support of its technical assistance consultant, has been monitoring the seawall using survey measurements and imagery captured by MWRA drones. Observations have noted a maximum horizontal movement of three inches at some granite blocks with minimal vertical settlement. Images have also revealed movement of the chinking stones between the top course of granite blocks at the south corner of the building. These increasingly concerning measurements and observations led MWRA to engage Hazen and Sawyer, P.C. under one of the technical assistance contracts. Hazen and Sawyer is providing design and bidding services for repair and local stabilization of the existing seawall at the Charlestown Pump Station, establishing post-construction baseline measurements and developing a program for future monitoring of the seawall.

The pump station superstructure is comprised of brick masonry with a steel framed roof. The superstructure, constructed with the pump station in 1895, bears directly on a 179-foot-long, 16-foot-tall pile supported seawall. (See Figure 2.) The seawall face consists of two-foot-thick granite blocks varying in width with an unreinforced concrete wall behind the granite blocks. The granite blocks provide armoring for the unreinforced concrete against the tidal river water. Maintaining this protection is critical for the stability of the superstructure and the sewer. The southeastern and southern



Figure 3: Localized Movement at Southeastern Corner of Seawall



Figure 4: Deterioration at South Elevation of Seawall

At the same time, MWRA is aware that several stakeholders have expressed recent interest in the redevelopment of the site and surrounding area. The City of Everett received grant funding to conduct two studies, which are currently ongoing. One study is evaluating the potential future expansion of the Mystic River Harborwalk in the area and will include an assessment of the condition of the seawall beneath the Pump Station. The other engages the non-profit organization Historic Boston, Inc. and is evaluating potential adaptive reuse of the Charlestown Pump Station building superstructure, while maintaining MWRA sewer infrastructure and access requirements. Although the studies are still in development, staff have received drafts and met with stakeholders. Staff understand that the anticipated findings of the studies are consistent with MWRA evaluations and raise similar concerns related to the condition of the seawall.

#### Progress to Date:

A Preliminary Design Technical Memorandum was submitted to the Authority in February 2025 that identified three alternatives for repair and stabilization of the seawall. Preliminary cost estimates range from \$2.9 million to \$8.7 million.

#### *Alternative 1: Temporary Local Stabilization - \$2.9 million*

This alternative provides temporary, localized stabilization of approximately 65 linear feet of the southeast corner of the seawall and prevents further immediate deterioration of the seawall within these limits. This approach would include installation of wedge blocks to fill the larger voids to provide additional bearing between courses of granite blocks. The remaining voids would be filled via injection of grout or dry packing of grout between voids. This approach provides the necessary support to temporarily secure the blocks in their current position for the next ten years. Implementing this temporary stabilization would provide time to develop a design for permanent stabilization of the entire seawall, under a subsequent independent design package. Due to difficult accessibility to the wall for repairs, the work would have to be performed by a specialized marine contractor from barges and with divers, as needed. This is the least expensive alternative.

#### *Alternative 2A: Long Term Local Stabilization – 5.4 million*

This alternative provides permanent stability of approximately 65 linear feet of the southeast corner of the seawall. This alternative would require the construction of a temporary coffer cell to isolate and dewater the area of repair. Upon installation of the coffer cell and completion of the dewatering process, the contractor would use jacking equipment and shoring to return the blocks to their original positions. Small stone spacers or wedges would be installed in the voids to temporarily stabilize the blocks in the new positions. Adhesive dowels would be drilled into the unreinforced concrete wall behind the granite armor blocks, followed by pressure grouting of all the voids and joints between and behind the granite blocks. Additional testing and investigation would be required to design this alternative. The anticipated lifespan of this approach is up to 20 years.

#### *Alternative 2B: Long Term Global Stabilization - \$8.7 million*

This alternative would provide the same rehabilitation and repair method as Alternative 2A above, but for the entire 179 linear feet of seawall.

Next steps:

Staff will proceed with design of temporary repairs of the displaced portion of the seawall as described in Alternative 1. This will provide localized stabilization of the seawall (for the next ten years), thereby protecting the Cambridge Branch Sewer and maintaining a stable foundation for the pump station superstructure. Previous repairs, similar to this method, have been performed on the seawall and it was found that grouting of the voids proved to be an acceptable short-term repair method. Alternative 1 requires work by a specialized marine contractor, but avoids the additional cost and effort of geotechnical investigation, pile and foundation analysis and the installation of a coffer cell.

Temporary local stabilization of the seawall will require federal, state, and local notifications, permits and approvals. Preparation, review, submission, and tracking of permits will be coordinated throughout the design phase and final permits and associated permit conditions will be included within the construction contract documents.

The construction duration for Alternative 1 is estimated to be nine months. Depending on the timing of obtaining all necessary permits, staff anticipate a construction notice to proceed in July 2026. This assumes a variance can be granted to perform this work from a barge, given Massachusetts General Permits only allow work within the Mystic's tidal water for two months between November 15 and January 15.

The estimated construction cost for Alternative 1 is \$2,857,000. The estimated construction cost reflects a preliminary design level and includes a design contingency of approximately \$500,000.

Given the interest from outside entities for the potential for future rehabilitation and reuse of the building, staff felt it prudent to inform the Board of the intended plan to proceed with design of the temporary repairs. A future contract for permanent repairs to the seawall will likely be required in the coming decade to maintain the integrity of the Cambridge Branch Sewer and building structure for possible use. Such future use should contemplate repair and maintenance of the seawall. MWRA's Wastewater System Master Plan is currently being updated and is anticipated to include the full rehabilitation of this section of the Cambridge Branch Sewer, including installation of two 72-inch diameter sewer siphons to replace the existing 60-inch diameter sewer siphon running under the Charlestown Pump Station. This future project would likely not occur until FY29-33.

**BUDGET/FISCAL IMPACTS:**

The construction cost for temporary local stabilization of the seawall, at the preliminary design level is estimated to be \$2,857,000. Staff will include this estimate, and updates as the final design advances, in the FY27 proposed CIP.

**STAFF SUMMARY**

**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director  
**DATE:** May 21, 2025  
**SUBJECT:** Grit and Screenings Hauling and Disposal  
W. L. French Excavating Corporation  
Contract S629



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COMMITTEE: Wastewater Policy & Oversight

     INFORMATION  
  X   VOTE

  
Michele S. Gillen

Director of Administration

David Duest, Director, Deer Island Treatment Plant  
Chad Whiting, Deputy Director, Deer Island Treatment  
Caitlin Hunt, Program Manager, Process Engineering  
Preparer/Title

  
David W. Coppes, P.E.  
Chief Operating Officer

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**RECOMMENDATION:**

To approve the award of Contract S629, Grit and Screenings Hauling and Disposal, to W. L. French Excavating Corporation, and to authorize the Executive Director, on behalf of the Authority, to execute said contract in the bid amount of \$5,335,442.50, for a contract term of 730 calendar days from the Notice to Proceed.

**DISCUSSION:**

Contract S629 is a two-year replacement contract to haul and dispose of minor residuals from various MWRA wastewater facilities. Minor residuals are by-products of wastewater pre-treatment and primary/secondary treatment processes, and include grit, screenings, floatable scum and scum screenings. Grit and screenings are essentially all the solids that are captured when the largest items, such as rags, wood, plastics and other larger floating material are removed from the wastewater. These solids are removed by bar screens that filter the material to protect downstream equipment. Heavier material, such as sand and gravel, is removed by settling in the grit chambers. Scum typically refers to material that floats and congeals on the surface of tanks, such as fats, oils, and greases, as well as some plastic and rubber products.

In a typical year, approximately 7,000 tons of material are collected and disposed of, a third of which is removed for disposal from Deer Island. The balance is removed from other wastewater facilities, including: Caruso Pump Station; Chelsea Creek Headworks; Chelsea Creek Screen House; Braintree-Weymouth Intermediate Pump Station; Columbus Park Headworks, North Dorchester Bay CSO Facility; DeLauri Pump Station; Union Park CSO Facility; Nut Island Headworks; Somerville Marginal CSO Facility; and Ward Street Headworks.

The following pictures depict some of the equipment utilized at MWRA facilities to capture and store grit and screenings.



Figure 1: Grit Trailer (left) and Grit Conveyors (right) at Deer Island Wastewater Treatment Plant

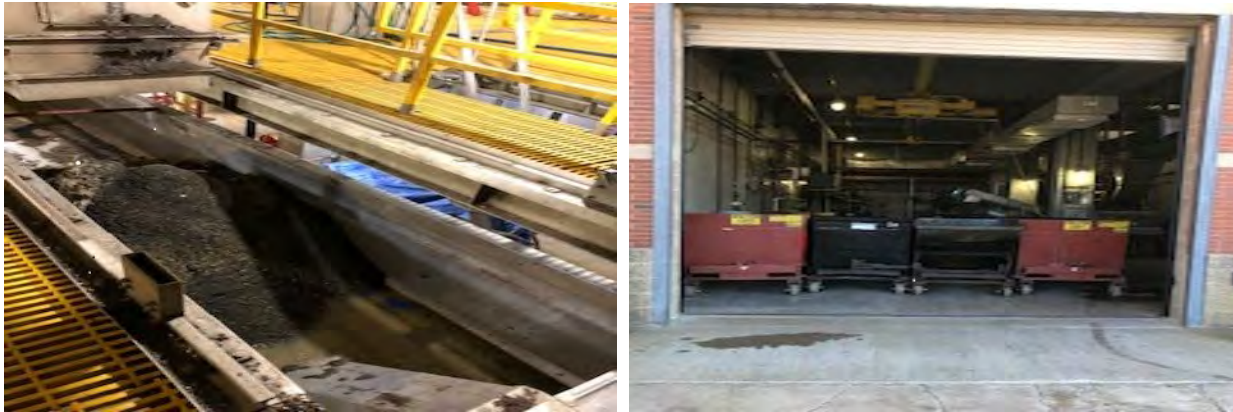


Figure 2: Grit Chute and Trailer at Nut Island Headworks Facility (left) and the Grit Bay with Dumpsters at the Intermediate Pump Station (right)

### **This Contract**

The current contract, Contract S612, will expire on July 9, 2025. This two-year contract continues to require the vendor to pick up screenings, grit, and scum at Deer Island and other MWRA facilities. One to 14 pickups per month are required depending on the facility. Pickup quantities range from about ten to 40 tons of material. The contractor is responsible for monthly laboratory testing to confirm that the material meets regulatory requirements for landfill disposal. The contractor is also responsible for contracting with a landfill that will accept the material.

### **Procurement Process**

Contract S629 was advertised as a non-professional services contract in the Boston Herald, the Goods and Services Bulletin, The Dorchester Reporter, El Mundo, Banner Publications, and MWRA's e-Procurement system (Event 6177-1). A remote pre-bid conference was held on March 6, 2025. Six firms specializing in environmental waste management became plan holders.

Bids opened on March 28, 2025 with the following results:

<b><u>Bidder</u></b>	<b><u>Bid Amount</u></b>
<i>Engineer's Estimate</i>	\$ 6,180,899.40
W.L. French Excavating Corp.	\$ 5,335,442.50

W.L. French's bid is \$845,456.90 (or 13.68%) lower than the Engineer's Estimate. The Engineer's Estimate for Contract S629 started with the unit costs for each line item from the current disposal contract and conservatively assumed that limited local landfill space and rising equipment costs would significantly affect costs. W.L French's bid accounted for some increased landfill costs; however, other costs, such as labor and equipment, were relatively unchanged from the previous contract. A close analysis of each line item shows only modest increases for the hauling and disposal of grit and screenings with larger increases for the less frequently used items, such as scum disposal, vactor equipment and disposal, and container onsite movement. The largest contract items for the hauling and disposal of grit and screenings from Deer Island, Nut Island, and other facilities showed a modest 2-3% increase in unit cost from the previous contract whereas the Engineer's Estimate assumed a 20% increase. This was due to increasing landfill disposal costs. Costs of equipment and labor were similar to the current contract. Several items, including both lab analysis line items, were bid at the same price as the current contract. Unit costs for Deer Island scum screenings hauling and disposal, tunnel shaft container delivery and material disposal, and shaft container onsite movement had more typical unit cost increases of seven to 14 percent. W. L. French intends to dispose of MWRA's grit and screenings in the same landfills used for the existing contract, located in Fitchburg, Massachusetts and Rochester, New Hampshire.

Several line item quantities in this contract were changed from the previous contract based on actual usage in the current and last several contracts. The contracted quantity of grit and screenings at Deer Island and Nut Island as well as the Deer Island scum quantity were reduced. The quantity of grit and screenings collected at the other MWRA facilities was increased. With these quantity changes and the unit cost increases, the bid price is 9% higher than the current contract value of \$4,902,019.25.

References were checked and found to be favorable. W. L. French holds the existing contract with MWRA and has performed well. Staff have been satisfied with the company's performance. Staff are of the opinion that the bid price is reasonable and that W. L. French understands the full nature and scope of the work under this contract, can perform the work for the bid price, and is qualified to do so. Therefore, staff recommend the award of this contract to W. L. French Excavating Corporation as the lowest responsible and eligible bidder.

**BUDGET/FISCAL IMPACT:**

There are sufficient funds available for the first portion of this contract in the Draft Final FY26 Current Expense Budget. Appropriate funding also will be included in subsequent Proposed CEB requests for the remaining term of the contract.

**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:** Frederick A. Laskey, Executive Director  
**DATE:** May 21, 2025  
**SUBJECT:** Metropolitan Water Tunnel Program  
Payment to Eversource Electric Company  
Electric Service to Tunnel Boring Machine Launch Shaft Sites



**COMMITTEE:** Water Policy and Oversight

           INFORMATION

VOTE



Michele S. Gillen

Director of Administration



Thomas Durkin

Director of Finance



Kathleen M. Murtagh, P.E.

Director, Tunnel Redundancy

Paul V. Savard, P.E., Director Design and Construction  
Michael Altieri, Associate General Counsel  
Preparer/Title

**RECOMMENDATION:**

To authorize the Executive Director, on behalf of the Authority, to remit payment to Eversource Electric Company in the amount of \$7,875,977 for an invoice pertaining to Work Orders detailed in this Staff Summary, to provide electric service to two Tunnel Boring Machine launch shaft sites in the Town of Needham, associated with the South Tunnel of the Metropolitan Water Tunnel Program.

Further, to authorize the Executive Director, on behalf of the Authority, to remit payment to Eversource Electric Company for additional invoice(s) for new or amended Work Orders, in an amount not to exceed the aggregate of \$1,000,000, in the Executive Director’s discretion, for change orders or other additional costs that the Executive Director determines is appropriate and should be paid by the Authority for the electric service work.

**DISCUSSION**

In February 2017, the Board approved the preferred alternative that is construction of northern and southern deep rock water supply tunnels from the Hultman Aqueduct and MetroWest Water Supply Tunnel to the Weston Aqueduct Supply Main No. 3 (WASM 3) and to the Southern Spine water mains. These two tunnels and the related work of the Metropolitan Water Tunnel Program (Tunnel Program) will provide the needed redundancy for the existing Metropolitan Tunnel System (which consists of the City Tunnel, the City Tunnel Extension, and the Dorchester Tunnel).

On October 23, 2024, the Board approved the award of the Metropolitan Water Tunnel Program Final Design Engineering Services contract (the Final Design Contract), including development of

the Basis of Design reports, performance of geotechnical investigations, final design development of two tunnel construction packages and three enabling works construction projects, along with project controls, risk management, quality management, cost estimating, and construction scheduling. Bidding of the South Tunnel construction contract is targeted for 2027 with tunnel construction starting in 2028.

### **Tunnel Boring Machine Power Supply**

In March 2024, staff provided an update of the Tunnel Program identifying high voltage power for the Tunnel Boring Machines (TBM) as a long lead work activity on the critical path because it is not readily available at the TBM launch sites (two in Needham and one in Weston). It is estimated that approximately 9,000kVA is required at each site. High voltage power supply for TBM launch sites is often not readily available at preferred TBM launch sites and frequently a long lead work activity for tunnel projects requiring advance installation to mitigate risk of delay to start of tunneling.

Staff have been working with Eversource since 2021 to develop a plan to have power brought to each launching shaft site prior to the start of construction (targeted for South Tunnel in 2028 and North Tunnel in 2029). Eversource completed a routing study and engineering, survey, and permitting work to provide power to the two South Tunnel launching shaft sites. The South Tunnel launching shafts sites are planned to be inside the MassDOT I-95/Highland Ave cloverleaf in Needham. A separate staff summary will be presented to the Board when Eversource completes the power supply design work cost estimate for the North Tunnel, which is expected to be completed in July 2025.

### **South Tunnel**

The Eversource construction work includes the following steps:

- construction of a new duct bank and manholes in public right-of-way, using existing electric infrastructure when available;
- installation and splicing of electric cable (conductor) from the nearby Eversource Substation to the TBM launch shaft sites; and
- once the Tunnel contractor is under contract, completion of the final connection to the Tunnel contractor's temporary switchgear substation (i.e., a Customer Service Station).

Eversource plans to install in Needham: (i) 47,700 feet of new 13.8kV cable from two substations (Substation 148 on Chestnut Street and Station 288 on Cabot and Forbes Streets); (ii) 1,640 feet of new duct bank and three new manholes along Grant Street; (iii) 6,000 feet of new duct bank and twelve new manholes along Webster Street and Highland Avenue; (iv) and 1,100 feet of new duct bank and two manholes on Highland Avenue.

Constructing the duct bank, manholes, and installing and splicing the new cable is a long lead activity that Eversource estimates will take approximately 30 months. Eversource's schedule to construct the duct bank and manholes specifies the work beginning in June 2025 and completing by August 2025. This would satisfy Needham's request to complete this work while school is not in session and, from a scheduling perspective, accomplish this work before the South Tunnel construction procurement begins. Eversource would install and splice the 47,700 feet of cable

from September 2025 to January 2028. This would complete the cable installation before the South Tunnel construction contract is awarded. The final connections and energizing of the cable with the Tunnel contractor would be completed by Eversource after award of the South Tunnel construction contract.

This schedule will enable the South Tunnel contractor to start work and significantly mitigate the risk of delay by Eversource to provide the service. Pending Board authorization, staff expect the South Tunnel contract to receive Notice to Proceed in 2028. Therefore, beginning construction of the duct bank now (June 2025) should result in its completion in time for the start of the South Tunnel construction.

Eversource is required to perform the work in accordance with their Terms and Conditions – Distribution Service (Electric tariff No. 3D) that governs Eversource’s work as an electric distribution company regulated by the Massachusetts Department of Public Utilities (DPU). These DPU-approved Terms and Conditions requires payment in full to Eversource before they begin construction (Electric tariff No. 3D, Appendix B-3, Article V.E). While the engagement with Eversource does not include audit rights as the Authority would otherwise prefer, staff have confirmed that such a provision is not included in the DPU-approved Terms and Conditions and Eversource is otherwise treating the Authority consistent with other industrial or commercial customers.

Eversource has provided an invoice, service engagement letter, cost analysis, construction schedule, and the Electric tariff No. 3D Terms and Conditions (Attachment A). Eversource has assigned Work Orders for the work, specifically Nos. 12815651, 12876886, 12875430 and 20649853, to which the payment of \$7,875,977 pertains. The cost analysis indicates the breakdown of the Authority’s contribution-in-aid-of-construction (CIAC) of \$7,875,977. The CIAC includes the cost for an Eversource contractor to install the duct bank and manholes, Eversource to purchase, pull, and install the cable, community outreach, police details, and to complete the connection to the Tunnel contractor’s Customer Service Station and energize the service. The work also includes the installation of two Eversource meters near the launching shafts property line.

The CIAC takes into account that certain costs are prorated to the Authority. That is, the Authority’s requested power capacity requires a four conduit duct bank. Eversource will install a nine conduit duct bank following its construction standards. The Authority’s Tunnel contractor will use only four of the nine conduits and all of the installed capacity on the cable. As such, the CIAC covers construction of only four of the nine duct banks and 100% of the cost of the cable.

The CIAC is reduced by a revenue credit that represents the diversified load (*e.g.*, TBM power, field trailers, and other power usage) revenue that Eversource expects to receive for a calendar year as allowed by the DPU. It also includes a carrying charge of 15.7% that is collected by the utility up front to cover the utility’s tax liability created by the timing mismatch between when the CIAC is received and when the depreciation expense is recognized in future years (Electric tariff No. 3D, Appendix B-3, Article V.F.)

Eversource will own and maintain the duct bank, manholes, cable and meters. During construction, the Tunnel contractor will pay Eversource directly for the actual power used. When tunnel construction is complete, the duct bank will remain. Eversource will be able to use the duct bank as part of the local power grid.

Eversource solicited bids for the duct bank and manhole installation from its approved contractor list. It will award the contract based on pricing, past performance on civil bid work, and a technical review of the contractor and its proposed construction plan.

As a condition of the Grant of Location issued by the Town of Needham for new duct bank in Town roads, Eversource is required to provide project outreach to the community and affected parties as a condition for permission to install the required electrical infrastructure. Eversource prepared an outreach plan for implementation that includes notifications to abutters, an Eversource project website, door hangers, mailers, one-page fact sheet, Q&A and other outreach requested by the Town.

In addition to payment of \$7,875,977, staff also request delegated authority for the Executive Director to approve additional payments of up to, in the aggregate, \$1,000,000 for change orders or other additional costs that the Executive Director determines is appropriate and should be paid by the Authority for the electric service work. Such change orders could, for example, include differing site conditions. Also, the Terms and Conditions of the Electric tariff No. 3D provide that for all construction beyond the allowances specified in the tariff the customer is required to contribute the excess costs. This delegated authority is consistent with the Executive Director's delegated authority for construction change orders under the Management Policies of the Board of Directors.

### **North Tunnel**

Similar work is required to power the North Tunnel TBM launch site. Approximately 3.2 miles of new duct bank through Waltham, Newton, and Weston to the Tandem Trailer site in Weston as well as manholes, 13.8kV cable, and meter installed at the TBM launch shaft will be needed. Eversource will also coordinate with the Tunnel contractor to complete the final connections to the contractor's electrical substation and energize the circuit. Eversource is currently working on the engineering, survey, and permitting work needed for this work. Eversource has also been coordinating with MassDOT staff to install a portion of duct bank along Route 30 in Newton that is within the limits of an ongoing MassDOT project. Eversource provided a prorated estimate for providing similar service to the North Tunnel at the launching shaft in Weston (Tandem Trailer lot area) of approximately \$12M. Eversource expects to submit the actual design and cost estimate in July 2025. Staff will return to the Board to request authorization for payment to Eversource for the North Tunnel related work.

### **Total Cost Estimates**

The current total cost of approximately \$20M (\$7.9M for the South Tunnel and \$12M estimated for the North Tunnel) is approximately 45% lower than the \$36M estimate established during the preliminary design phase. The delta between the Eversource cost and the preliminary design phase estimate is attributed, in part, to Eversource's ability to reuse some existing duct bank for Tunnel Program use, which reduces the amount of duct bank to be installed from the nearest substation, the prorating of certain costs as discussed above and the revenue credit. In addition, an independent estimate for the costs to design and install the duct banks, manholes, and cable associated with the South Tunnel was prepared by the Tunnel Program final design engineer. The independent cost estimate is slightly lower (approximately 3%) than the costs for such work provided by Eversource.

**BUDGET/FISCAL IMPACT:**

The FY25 CIP includes \$150,332,375 under the Admin, legal and PR subphase. This work is included as a component of this subphase. The recommended Eversource payment amount to provide power supply for the South Tunnel is \$7,875,977.

**MBE/WBE PARTICIPATION:**

There are no MBE and WBE participation requirements for this work.

**ATTACHMENTS:**

Attachment A – Eversource Invoice

Attachment B - Service Engagement Letter

Attachment C – Eversource Cost Analysis

Attachment D – Map

Attachment E – Eversource Schedule

Attachment F - Terms and Conditions – Distribution Service (Electric tariff No. 3D)

Attachment A – Eversource Invoice



PO Box 56007  
Boston, MA 02205-6007

Account Number

4000-527-2303

PAUL SAVARD  
MWRA  
2 GRIFFIN WAY  
CHELSEA MA 02150

EVERSOURCE ENERGY

PLEASE PAY \$7,875,977.00  Due BY: 5/30/2025
--

Thank you for your new work request for electric service. To process your request a customer cost of \$7,875,977.00 is required (payable to Eversource Electric Company).

For more information, please contact the New Customer Connections Department 1-888-633-3797 and reference Work Orders 12815651, 12876886, 12875430, 20649853. Thank you.

**Service Provided to**

0 HIGHLAND AVENUE NEEDHAM

Account Summary	
Previous Bill	0.00
Payments - Thank you	0.00
Amount Due	<b>\$7,875,977.00</b>

**Customer Service Center 1-800-592-2000**  
**Business Center 800-340-9822**

Attachment B - Service Engagement Letter

May 13, 2025

Paul Savard  
MWRA  
2 Griffin Way  
Chelsea, MA 02150

Via email

Re: NEE – MWRA Highland Ave TBM NE STA360-2 and NW STA360-1  
Eversource WO 12815651 (conduit), 12876886 (STA360-2), 12875430 (STA360-1), 20649853 (Outreach)

Dear Paul:

We are pleased to assist you with your project at this location. Enclosed with this letter is a package, which has been prepared to ensure a smooth flow in securing service for your project. By following the requirements of these documents, we can successfully work together to satisfactorily meet your needs.

Below is a checklist of the items enclosed:

- ❑ EVERSOURCE's Engineering Design Drawing for the Project
- ❑ EVERSOURCE's Invoice for Scope of Work

For your reference the following may also be found on the EVERSOURCE Home Page at [www.Eversource.com](http://www.Eversource.com)

- Information and Requirements for Electric Service – From the home page highlight Builders and Contractors then select Electric Service
- Rates and Terms and Conditions – From the home page highlight Rates and Tariffs then select Schedule of Rates.
- Complete Listing of all our Energy Conservation Programs – From the homepage highlight Energy Efficiency Programs

The following items will be required, prior to our energizing the permanent service:

- ✓ Payment in full prior to beginning any construction work by Eversource
- ✓ Approved wire inspection – we will not energize service until the wiring permit approval is in our EVERSOURCE system submitted by the local wiring inspector

**Customer Cost:**

Based on the electric load information provided by you on the Work Order Application, the following contribution-in-aid-of-construction will be required for Eversource's portion of the construction. Note that the customer is responsible for all costs on Private property.

**Seven Million Eight Hundred Seventy-Five Thousand Nine Hundred Seventy-Seven Dollars and Zero Cents  
(\$7,875,977.00)**

Please mail your payment payable to Eversource Energy at the Boston PO Mailing Box.

This cost is valid for ninety (90) calendar days from the date of this correspondence. If this work is to be performed or bid after ninety days from the above date, Eversource must be notified so that all engineering requirements and costs can be reviewed for updating purposes.

Note: A re-design fee may apply if you request any revisions or modifications to EVERSOURCE's original design.

**Customer Compliance:**

By Interconnecting with EVERSOURCE's Distribution System, **MWRA** acknowledges that they have reviewed and are in compliance with EVERSOURCE's Information and Requirements for Electric Service. Please pay particular attention to the following Articles:

Article 700, Meters. Meters will be provided, maintained, installed, moved, and removed only by authorized EVERSOURCE employees. Meter boards, meter banks, sockets and protective enclosures are to be furnished and installed by the customer or the customer's representative. For multiple meter installations, the customer or customer's representative is responsible identifying the correct service and marking it accordingly on the enclosure. Please note your service will not be energized until the correct meter is installed in the correct meter enclosure and identified accordingly.

Article 800, Utilization Equipment. This section of the requirements mentions the need for protective devices to be installed by the customer on the load side of the meter. It highlights the need for the customer to install protective equipment to prevent damage to three-phase equipment against single-phase operation. This detail is overlooked in many cases. We strongly recommend you consider three-phase protection at your facility.

In the event that physical conditions are discovered at or below the work site that differs from (a) the conditions shown in any plans or other information provided by customer to EVERSOURCE, or (b) the conditions that could reasonably have been anticipated to exist at the work site, EVERSOURCE shall promptly notify the customer. The customer shall be responsible for all additional costs or expenses that may be necessary to enable EVERSOURCE to proceed with the work in light of such differing site conditions. EVERSOURCE may elect to stop work until arrangements are in place for the funding of such additional costs and expenses. EVERSOURCE does not assume responsibility or liability for any such differing site conditions.

**Customer Confirmation:**

Please confirm that the following information is accurate and notify me immediately of any changes to ensure that your service will not be delayed:

- The Work Order assigned to this project is: EVERSOURCE Work Orders **12815651 (conduit), 12876886 (STA360-2), 12875430 (STA360-1), 20649853 (Outreach)**
- Customer Contact: **Paul Savard, 617-686-2803**
- Party Responsible for costs associated with this Work Order: **TBD**



One NSTAR Way  
Westwood, MA 02090

At EVERSOURCE, our goal is to deliver the best possible service to our customers. We welcome your input to aid us in tailoring service to better meet your future energy needs. Again, please visit our website at [www.Eversourceonline.com](http://www.Eversourceonline.com) to view the latest information from Eversource and EVERSOURCE Gas.

If you should have any questions, please call me at (508) 277-8562. Again, congratulations on your new project, we look forward to assisting you!

Sincerely,

*Pam Reilly*

Pam Reilly Spall  
Senior Account Executive - East  
Eversource Energy

## Attachment C – Eversource Cost Analysis

May 13, 2025

Re: Work Orders 12815651-12876886-12875430-20649853,  
NEE MWRA TBM Highland Ave NE STA360-2 and NW STA360-1 revised

Cost Analysis

-	Company Labor		\$ 412,071.30
-	Material		\$3,465,124.11
-	Outside Services		\$9,444,797.20
		<b>Total</b>	<b>\$13,321,992.61</b>
-	System Dev Credit		\$(4,016,019.61)*
		<b>Total</b>	<b>\$9,305,973.00</b>
-	Police Details		\$ 44,528.00
		<b>Total</b>	<b>\$9,350,501.00</b>
-	Revenue Credit		\$(2,601,601.00)
		<b>Total</b>	<b>\$6,748,900.00</b>
-	Carrying Charge	(15.7%)	\$1,059,577.00
		<b>Total</b>	<b>\$7,808,477.00</b>
-	Community Outreach		\$ 67,500.00
	<b>Customer's Total Costs</b>		<b>\$7,875,977.00</b>

Tax Reform Act of 1986) which specifically provides:

"That a utility report as an item of gross income the value of any property, including money, that it receives to provide, or encourage of the provision of, services to or for the benefit of the person transferring the property. A utility is considered as having received property to encourage the provision of services if the receipt of the property is a prerequisite to the provision of the services, if the receipt of the property results in the provision of services earlier than would have been the case had the property not been received, or if the receipt of the property otherwise causes the transferor to be favored in any way."

"The person transferring the property will be considered as having benefited if he is the person who will receive the services, as owner of the property that will receive the services, a former owner of the property that will receive the services, or if he derives any benefit from the property that will receive the services. Accordingly, a builder who transfers property to utility in order to obtain services for a house that he was paid to build will be considered as having benefited from the provision of the services. This will be the case despite the fact that the builder may never have had an ownership interest in the property and may make the transfer to the utility after the house has been completed and accepted."

\* System development has been given for the excess installed duct capacity value of the outside services.

Attachment D – Map



# Metropolitan Water Tunnel Program

## MWRA Contract No.7159

DSS Line 148-1050, STA 148, Bus Sec#1, Cub#5, 40 sections, 15,000 feet  
 DSS Line 148-1241, STA 148, Bus Sec#3, Cub#24B, 41 sections, 15,100 feet  
 DSS Line 148-1271, STA 148, Bus Sec#3, Cub#27B, 42 sections, 15,600 feet  
 DSS Line 288-1214, STA 292, Bus Sec#8, Cub#49, 5 sections, 2,000 feet

**Total: 128 sections, 47,700 feet**

 Shaded Brown Area proposed Conduit & Manhole System



Chestnut St.  
Needham

STA 148



Beth Israel Deaconess  
Hospital - Needham

135

Needham

Grant St.

School St.

Fair Oaks Park

Webster St

Highland Ave

MWRA Tunnel Project  
Temp Station 360-1  
(M-T-M) 9MW  
Northwest Cloverleaf of I-95

STA 360-1

3 new manholes,  
1,640 feet  
On Grant St.

12 new manholes  
6,000 feet  
On Webster Street & Highland Ave

MWRA Tunnel Project  
Temp Station 360-2  
(M-T-M) 9MW  
Northeast Cloverleaf of I-95

STA 360-2

2 new manholes  
1,100 feet  
Highland Ave

STA 288

Cabot, Cabot & Forbes  
128 First Ave

288-1214

Defazio Park

135

Harris Ave

Great Plain Ave

May St

Brookline St

High St

Highland Ave

HomeWood Suites  
in Needham Boston  
Marriott Boston Needham

Residence Inn by  
Marriott Boston Needham

Highland Ave

South St



Yankee-Division Hwy

Greendale Ave

Hunnewell St

Central Ave

Webster St

Attachment E – Eversource Schedule



Attachment F - Terms and Conditions – Distribution Service  
(Electric tariff No. 3D)

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**I. GENERAL**

**A. Provisions**

The following terms and conditions shall be a part of each Rate Schedule of Eversource Energy now or hereafter in effect except as they may be expressly modified by contract or a particular Rate Schedule, or superseded by order or regulations of the Massachusetts Department of Public Utilities ("M.D.P.U."). If there is a conflict between the orders or regulations of the M.D.P.U. and these Terms and Conditions, the orders or regulations of the M.D.P.U. shall govern. The headings used in these Terms and Conditions are for convenience only and shall not be construed to be part of, or otherwise to affect, these Terms and Conditions.

**B. Definitions**

"Cambridge" shall mean the service area identified in Appendix C of these Terms and Conditions.

"Competitive Supplier" shall mean any entity licensed by the M.D.P.U. to sell electricity to retail Customers in Massachusetts, with the following exceptions: (1) a Distribution Company providing Basic Service to its distribution Customers, and (2) a municipal light department that is acting as a Distribution Company.

"Customer" shall mean any person, partnership, corporation, or any other entity, whether public or private, who obtains Distribution Service at a Customer Delivery Point and who is a Customer of record of the Company.

"Customer Delivery Point" shall mean the Company's meter or a point designated by the Company located on the Customer's premises.

"Basic Service" shall mean the service provided by the Distribution Company to a Customer who is not receiving either Generation Service from a Competitive Supplier, in accordance with the provisions set forth in the Company's Basic Service tariff, on file with the M.D.P.U.

"Distribution Company" or "Company" shall mean NSTAR Electric Company d/b/a Eversource Energy.

"Distribution Service" shall mean the delivery of electricity to Customers by the Distribution Company.

"Eastern Massachusetts" shall mean the territory consisting of the Greater Boston, Cambridge, and South Shore, Cape Cod & Martha's Vineyard service areas.

"Generation Service" shall mean the sale of electricity, including ancillary services such as the provision of reserves, to a Customer by a Competitive Supplier.

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**Issued by: Douglas W. Foley  
President**

**Filed: October 31, 2024  
Effective: January 1, 2025**

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**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

“Greater Boston” shall mean the service area identified in Appendix C of these Terms and Conditions.

"M.D.P.U." shall mean the Massachusetts Department of Public Utilities.

“South Shore, Cape Cod & Martha’s Vineyard Division” shall mean the service area identified in Appendix C of these Terms and Conditions.

“Station Service Power” shall mean the electric energy used for the heating, lighting, air-conditioning, and office equipment needs of the buildings on a generating facility’s site, and for operating the electric equipment that is on the generating facility’s site.

"Terms and Conditions" shall mean these Terms and Conditions for Distribution Service.

“Transmission Voltage” shall mean station service supplied by facilities rated at 69,000 volts or higher.

“Western Massachusetts” shall mean the territory consisting of the towns listed in Appendix C of these Terms and Conditions.

C. Other Provisions

If for any reason a Customer does not have a registered Competitive Supplier, the Company will provide Basic Service to the Customer.

**II. DISTRIBUTION SERVICE**

A. Rates and Tariffs

1. Schedule of Rates

The Company furnishes its various services under tariffs and/or contracts ("Schedule of Rates") promulgated in accordance with the provisions of G.L. c. 164, and M.D.P.U. decisions, orders, and regulations. Such Schedule of Rates, which includes these Terms and Conditions, is available for public inspection on the Company’s website.

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**Issued by: Douglas W. Foley**  
**President**

**Filed: October 31, 2024**  
**Effective: January 1, 2025**

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**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

2. Amendments; Conflicts

The Schedule of Rates may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided in G.L. c. 164, §§ 93, 94. When effective, all such revisions, amendments, supplements, or replacements will appropriately supersede the existing Schedule of Rates. If there is a conflict between the express terms of any Rate Schedule or contract approved by the M.D.P.U. and these Terms and Conditions, the express terms of the Rate Schedule or contract shall govern.

3. Modification by Company

No agent or employee of the Company is authorized to modify any provision or rate contained in the Schedule of Rates or to bind the Company to perform in any manner contrary thereto. Any modification to the Schedule of Rates or any promise contrary thereto shall be in writing, duly executed by an authorized officer of the Company, subject in all cases to applicable statutes and to the orders and regulations of the M.D.P.U., and available for public inspection on the Company's website.

4. Selection of Correct Rate

The Company shall provide notice regarding its applicable rate schedules annually to all Customers. The Company shall advise each new residential Customer of the least expensive rate available for Distribution Service based on information in the Company's records. Each new non-residential Customer shall be advised of the least expensive rate for Distribution Service based on available information in the Company's existing records or as a result of a field inspection by the Company when the Customer provides information that is inconsistent with the Company's records. Upon receipt of adequate information concerning rates, selection of the rate is the responsibility of the Customer. Each Customer is responsible for accurately describing their electrical needs and equipment and updating the Company as changes occur. Each Customer is entitled to change from one applicable Distribution Service rate schedule to another upon written application to the Company. Any Customer who has changed from one Distribution Service rate to another may not change again within one (1) year or any longer period as specified in the tariff under which the Customer is receiving distribution service. A change in rate that is requested by the Customer will not necessarily produce a retroactive billing adjustment.

5. Conditions for Station Service Accounts that may be exempt from retail rate tariffs

- a. Generator's station service delivery must be supplied via a Transmission Voltage connection;
- b. Generator must produce power for sale at wholesale rates authorized by the Federal

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

Energy Regulatory Commission (“FERC”) (i.e., have FERC market based rates authorization, FERC cost of service rates, or other rates authorized by FERC) and the particular unit must be modeled in the ISO-NE settlement system. Generator cannot be a Qualifying Facility or Net Metering Facility selling its net electrical output to the Company under the Power Purchase or Net Metering schedules;

- c. Generator must be accepted as a market participant under ISO-NE Market Rules;
- d. Generator must procure Station Service Power from an entity other than the Company or a state-licensed competitive retail supplier (i.e., buys power from ISO-NE, or a FERC-authorized wholesale entity other than the Company);
- e. Generator must establish a station service load asset in the ISO-NE settlement system to represent the station service load associated with a generator unit that is modeled in the ISO-NE settlement system.

**B. Obtaining Service from the Company**

**1. Applying for Service**

Application for Distribution, Basic Service, or any other service offered by the Company will be received through any agent or any duly authorized representative of the Company.

**2. Method of Application**

The Company may accept oral application by a prospective Customer for residential service, except as noted in Section II.3, below. All applicants must be of legal age or an emancipated minor to contract for service with the Company. The Company reserves the right to verify the identity of the Customer and the accuracy of the information provided. Landlord Customers are required to provide a contact telephone number and non-post office box contact mail address as a condition for service. Application for non-residential service may, at the Company's option, be in writing on forms provided by the Company and payment of a deposit shall be made if applicable and in accordance with 220 C.M.R. § 26.00.

When a written application for non-residential service is required, such service shall not commence until the Company has received written application, except that service may temporarily be provided for an interim period not to exceed ten (10) working days pending the receipt of a duly executed written application for service. No agent or employee of the Company is authorized to modify orally any provisions of such written application or to bind the Company to any promise or representation contrary thereto except in writing by a duly authorized Company representative.

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3. Written Application

In the event that an oral application for service is received by the Company from an applicant not currently a Customer of Record for a location where service is scheduled to be disconnected for non-payment or is currently disconnected for non-payment, the Company may request that application be made in writing to any agent or duly authorized representative of the Company as a precondition for service. The Company reserves the right to refuse service, at any location, to an applicant who is indebted to the Company for any service furnished to such applicant. However, the Company shall commence service if the applicant has agreed to a reasonable payment plan.

4. Description of Service Offered

Upon receipt of an application from a prospective Customer setting forth the location of the premises to be served, the extent of the service to be required, and any other pertinent information requested by the Company, the Company will provide the information required pursuant to Section II.4 and will also advise the Customer of the type and character of the service it will furnish, of the applicable schedule under which service will be provided, of the point at which service will be delivered and, if requested, of the location of the Company's metering and related equipment.

5. Term of Customer's Obligation to Company

Each Customer shall be liable for service taken until such time as the Customer requests termination of Distribution Service and a final meter reading is recorded by the Company. The bill rendered by the Company based on such final meter reading shall be payable upon receipt. Such meter reading and final bill shall not be unduly delayed by the Company or the Customer may not be liable for payment of bills attributable to such undue delay. In the event that the Customer of Record hinders the Company's access to the meter or fails to give notice of termination of Distribution Service to the Company, the Customer of Record shall continue to be liable for service provided until the Company either disconnects the meter or a new party becomes a Customer of the Company at such service location. The Customer shall be liable for all costs incurred by the Company when the Customer prevents access to the Company's equipment.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

6. Continuation of Service at Rental Property

On an annual basis, the Company shall notify each Customer that any owner of rental property within the Company's service territory may have service transferred automatically into the owner's name in the event that the Customer of record (tenant) moves out and a new Customer has not applied for Distribution Service. Otherwise, the automatic transfer of service will not occur unless a tenant moves out and the Company has a form signed by the owner or other written authorization on file. The signed form or other written authorization shall be effective without renewal until revoked by the owner. The Company may at its option terminate the service unless authorization from the owner has been received.

7. Seasonal Residential Service (M.D.P.U. Approval Required)

Only the owner of the premises to be served may be the Customer of record unless the tenant provides a signed lease or other evidence demonstrating occupancy for at least a six-month period. Once accepted by the Company as Customer of record, the applicant shall assume all obligations set forth herein with respect to the service.

C. Security Deposits

1. Non-Residential Accounts

Subject to law and the applicable regulations of the M.D.P.U., security deposits may only be required from new non-residential accounts; or from non-residential accounts for service of a similar character, at any location, under any name, if this service has been properly terminated during the last eighteen months due to non-payment; or if a non-residential account has failed to pay during the same eighteen-month period at least two bills, not reasonably in dispute, within forty-five days from the date of receipt of each such bill. The maximum amount of any security deposit required shall not exceed the equivalent of two months' average use, or the use for any one month, whichever is greater. If actual use information is not available, the Company, with the aid of the Customer, shall estimate an average twelve months' consumption upon which to base the amount of the security deposit in accordance with 220 C.M.R. § 26.03.

2. Termination of Service

The Company may terminate any non-residential Customer's Distribution Service if a security deposit authorized by Section II.1, above, is not made in accordance with the provisions outlined in 220 C.M.R. § 26.08.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

3. Refund of Deposit; Interest

The security deposit, plus any accrued interest not previously credited to the account, shall be refunded without request if the Customer has paid all bills for use for any twenty-four month period from the date of deposit and without leaving such bills unpaid for more than forty-five days of their receipt. Interest will accrue on all deposits paid by check, cash, or money order and held over six months at a rate equivalent to the rate paid on a two-year United States Treasury note for the preceding calendar year, or as otherwise determined by 220 C.M.R. § 26.09.

D. Service Supplied

1. Delivery Point and Metering Installation

The Company shall furnish and install, at locations it designates, one or more meters for the purpose of measuring the electricity delivered. The Company may at any time change any meter it installed. Except as specifically provided by a given rate, all rates in the Schedule of Rates are predicated on service to a Customer at a single Customer Delivery Point and metering installation. Where service is supplied to an account at more than one delivery point or metering installation, each single point of delivery or metering installation shall be considered to be a separate account for purposes of applying the Schedule of Rates, except (1) if a Customer is served through multiple Customer Delivery Points or metering installations for the Company's own convenience, or (2) if otherwise approved by the M.D.P.U., or (3) if the Customer applies to the Company and the use is found to comply with the availability clauses in the Schedule of Rates.

Should a Customer or a Competitive Supplier request a new meter or request that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested meter or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or Competitive Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and will be maintained by the Company. The Company shall complete installation of the meter or communication device within thirty (30) days of receiving a written request from the Customer or Competitive Supplier. The Company shall bill the Customer or Competitive Supplier upon installation. Any non-approved external device found attached to any Company meter, which does not interfere with any of its functions, will be solely the responsibility of the Customer and/or Competitive Supplier.

2. Conditions for Customer Payment

The Company reserves the right to reject any application for Distribution Service if the amount or nature of the service applied for, or the distance of the premises to be served from existing suitable transmission or distribution facilities, or the difficulty of access thereto is such that the estimated

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

income from the service applied for is insufficient to yield a reasonable return to the Company, unless such application is accompanied by a cash payment or a guarantee of a stipulated revenue for a definite period of time, or both, at the option of the Company, satisfactory to the Company in the exercise of reasonable judgment. The Company will provide a cost estimate for the requested service based on current policies for the line and service extension, as stated in Appendix B. A written cost estimate, sufficient to justify all expenses to be charged to the Customer, shall be provided to the Customer upon request.

3. Unusual Load Characteristics

The Company may, in the exercise of reasonable judgment, refuse to supply service to loads having unusual characteristics that might adversely affect the quality of service supplied to other Customers, the public safety, or the safety of the Company's personnel. In lieu of such refusal, the Company may require a Customer to install any necessary operating and safety equipment in accordance with requirements and specifications of the Company provided such installation does not conflict with applicable electrical code, and Federal, State or Municipal law.

4. Temporary Use

Where Distribution Service under the Schedule of Rates is to be used for temporary purposes only, the Customer may be required to pay the cost of installation and removal of equipment required to render service in addition to payments for electricity. Payment of such costs of installation and removal of equipment shall be required in advance of any construction by the Company. If any such installation presents unusual difficulties as to metering the service supplied, the Company may estimate consumption for purposes of applying the Schedule of Rates. Unless otherwise approved by the Company in writing, temporary service shall be defined as installations intended for removal within a period not to exceed twelve months.

5. Power Factor

Except as may otherwise be provided in a specific rate, a Customer taking service is expected to maintain a power factor of not less than 90 percent. The Company may require any Customer not satisfying this power factor requirement to furnish, install, and maintain, at no cost to the Company, such corrective equipment as the Company may deem necessary under the circumstances. Alternatively, the Company may elect to install such corrective equipment at the Customer's expense.

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E. Billing and Metering

1. Billing Period Defined

The basis of all charges is the billing period, defined as the time period between two consecutive regular monthly meter readings or estimates of such monthly meter readings. The standard billing period is thirty (30) days. In the event that a period between bills is less than twenty-five (25) days or more than thirty-five (35) days, billing will be prorated by the Company to reflect a thirty (30)-day billing period. Bills will be rendered once each billing period unless otherwise approved by the M.D.P.U.

2. Bills; Time of Payment

Unless otherwise specified, bills of the Company are payable upon receipt and may be paid at any authorized collector or agent. Bills shall be deemed paid when valid payment is received. Bills shall be deemed rendered and other notices duly given when delivered electronically to the Customer or at their mailing address, or to the premises supplied, or the last known address of the Customer. The address and telephone number of the M.D.P.U.'s Consumer Division shall appear on each residential bill rendered by the Company or the Competitive Supplier.

3. Past Due Bills

Any bill rendered to a residential Customer on a monthly basis for which valid payment has not been received within either forty-five (45) days from the date rendered, or for a period of time greater than has elapsed between the rendering of such bill and the rendering of the most recent previous bill, whichever period is greater, shall be considered past due.

4. Interest on Past Due Non-Residential Accounts

A Distribution Service (including Customers taking Standard Complete Billing Service as defined below) or Basic Service bill rendered to a non-residential Customer on a monthly basis for which valid payment has not been received within twenty-five (25) days from the date rendered shall be considered past due and bear interest on any unpaid balance, including any outstanding interest charges. Such interest rate shall be at a rate no higher than the rate paid on two-year United States Treasury notes for the preceding twelve (12) months ending December 31 of any year, plus ten (10) percent, *i.e.* 1000 basis points, or as otherwise determined by 220 C.M.R. § 26.10. Such interest charge shall be paid from the date thereof until the date of payment with the exception that any electric service bills rendered to the Federal Government, Commonwealth of Massachusetts, or any agency, city, town, county or political subdivision thereof shall not bear such interest charge until fifty-five (55) days shall have elapsed from the date of such bill.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

5. Billing for Generation Service

The Company shall provide a single bill, reflecting unbundled charges for electric service, to Customers who receive Basic Service.

The Company shall offer two billing service options to Customers receiving Generation Service from Competitive Suppliers: (1) Standard Complete Billing Service; and (2) Standard Passthrough Billing Service, as set forth in the Terms and Conditions for Competitive Suppliers, §8.

A bill for customers receiving Generation Services from Competitive Suppliers rendered under Standard Complete Billing Service shall be subject to past due interest charges as set forth in II.0E.4 above for Basic Service bills. Such interest charges shall be deemed as receivables for Competitive Suppliers and recoverable by the Company under the Purchase of Receivables provisions in the Terms and Conditions for Competitive Suppliers.

6. Generation Source

The Company shall reasonably accommodate a change from Basic Service or Generation Service to a new Competitive Supplier in accordance with the Terms and Conditions for Competitive Suppliers, and shall accommodate a change to Basic Service in accordance with the tariffs on file and approved by the M.D.P.U..

7. Actual Meter Readings; Estimates

The Company shall make an actual meter reading at least every other billing period. At the request of a Customer's Competitive Supplier, the Company shall make an actual meter reading every billing period. If a meter is not scheduled to be read in a particular month, or if the Company is unable to read the meter when scheduled for any of the reasons set forth in 220 C.M.R. § 25.02, or if the meter for any reason fails to register the correct amount of electricity supplied or the correct demand of any Customer for a period of time, the Company shall make a reasonable estimate of the consumption of electricity during those months when the meter is not read, based on available data, and such estimated bills shall be payable as rendered.

8. Optional Customer Meter Readings

Any Customer who would otherwise receive an estimated bill pursuant to Section II.7, above, may elect to receive a bill based on a Customer meter reading by reading his/her meter on the date prescribed by the Company and calling the appropriate telephone number provided by the Company to report the reading. However, only Company readings are considered actual readings in accordance with 220 C.M.R. § 25.02.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

9. Access to Meters

A properly identified and authorized representative of the Company shall have the right to gain access at all reasonable times and intervals for the purpose of reading, installing, examining, testing, repairing, replacing, or removing the Company's meters, meter reading devices, wires, or other electrical equipment and appliances, or of discontinuing service, in accordance with the applicable General Laws, M.D.P.U. regulations, and Company policy in effect from time to time, and the Customer shall not prevent or hinder the Company's access.

10. Diversion and Meter Tampering

If a Customer receives unmetered service as the result of any tampering with the meter or other Company equipment, the Company shall take appropriate corrective action including, but not limited to, making changes in the meter or other equipment and rebilling the Customer. The Customer may be held responsible to the Company for any use of electricity that occurs beyond the point of the meter installation as well as all appropriate corrective actions taken by the Company.

11. Returned Check Fee

The Company may assess a returned check fee pursuant to Section II.J, below, to any Customer whose check made payable to the Company is dishonored by any bank when presented for payment by the Company. Receipt of a check or payment instrument that is subsequently dishonored shall not be considered valid payment.

12. Collection of Taxes

The Company shall collect all sales, excise, or other taxes imposed by governmental authorities with respect to the delivery of electricity or sale of electricity under Basic Service. The Customer shall be responsible for identifying and requesting any exemption from the collection of the tax by filing appropriate documentation with the Company.

F. Discontinuance of Service

1. Grounds for Discontinuance

The Company may discontinue Distribution Service and/or remove its equipment from any Customer's premises if the Customer has provided the Company with materially incorrect information or fails to comply with the provisions of the Schedule of Rates or any supplementary or other agreement entered into with the Company, subject to any applicable billing and termination procedures of the M.D.P.U.. The Company may also discontinue Distribution Service and remove its equipment from the Customer's premises in case of violation of any applicable General Laws,

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

local ordinances or bylaws, or government regulations. The Company may assess an Account Restoration Charge pursuant to Section II.J, below, upon such discontinuance of service. Payment of any Account Restoration Charge may be required as a precondition to restoration of service.

2. Discontinuance for Unsafe Installation

The Company reserves the right to disconnect its Distribution Service at any time without notice, or to refuse to connect its service, if to its knowledge or in its judgment the Customer's installation is unsafe or defective or will become unsafe imminently. Distribution Service may not be resumed until the local wiring inspector approves the installation. The Company shall make a reasonable effort to notify each Customer prior to such discontinuance of Distribution Service, and in any event shall provide written notice to the Customer of the reason for discontinuance of service and the actions required for resumption of service.

3. Customer Notice of Termination

The Customer shall be responsible for all charges for service furnished by the Company under the applicable rates as filed from time to time with the M.D.P.U. from the time service is started until it is finally terminated. A Customer who gives at least three (3) business days notice of termination will not be held responsible for charges for service furnished after the requested termination date unless, through fault or neglect of such Customer, the Company is unable to terminate the service, or the Customer is a landlord and the Company is required to comply with the billing and termination regulations of the M.D.P.U.

G. Customer's Installation

1. Permits

The Company shall make application within a reasonable time period for any necessary locations or street permits required by public authorities for the Company's lines, poles, and other apparatus. The Company shall make Distribution Service available within a reasonable time after such permits are granted. The applicant for Distribution Service shall obtain all other permits, inspections, reports, easements, and other necessary approvals and submit them in writing to the Company. The Company shall not be required to commence or continue service unless and until the Customer has complied with all valid requirements of any governmental authority and any Company requirement approved by the M.D.P.U. regarding the use of electricity on the premises (e.g., certificate, permit, license, or right-of-way). The subsequent termination of any valid regulatory or Company requirements for such Distribution Service shall terminate any contract then existing for such service without any liability on the Company for breach of such contract or failure to furnish Distribution Service.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

2. Notice of Equipment Changes

The Customer shall notify the Company in writing before making any significant change in the Customer's electrical equipment if the change could affect the capacity or other characteristics of the Company's facilities required to serve the Customer. The Customer shall be liable for any damage to the Company's facilities caused by any addition or change if made without prior notification to the Company. The Company shall make available information on its website pertaining to general types of additions or changes to the Customer's electrical equipment that could affect the capacity or other characteristics of the Company's facilities.

3. Separate Service

The Company shall not be required to install a separate service or meter for a garage, barn, or other out-building if located such that the garage, barn, or other out-building may readily be supplied through a service and meter in the main premises.

4. Standards for Interconnection

The Customer's installation shall conform to the requirements of the Company's Standards for Interconnection and/or such further requirements as the Company may promulgate from time to time, as appropriate and as approved by the M.D.P.U.. Copies of such requirements are available from the Company. Where the Customer has apparatus for the generation of electricity, the Company shall respond to the Customer's notice of intent to interconnect within 45 days of receipt of the notice; provided, however, that in no event shall the wiring be configured to allow interconnection with the Company's service unless the Customer has obtained the Company's prior written consent in each case.

5. Suitability of Equipment

All of the Customer's apparatus shall be suitable for operation with the service supplied by the Company. The Customer shall not use the service supplied for any purpose, or with any apparatus, that would cause a disturbance to any part of the Company's system sufficient to impair the service rendered by the Company to its other Customers.

6. Distribution Service from Outside Service Territory

In accordance with St. 1997, c. 164, § 193 (G.L. c. 164, § 1B(a)), a Customer may not receive Distribution Service from an entity other than the Company with the exclusive obligation to serve within the Customer's service territory without, in each case, obtaining the prior written consent of the Company, and complying with all applicable safety and siting requirements.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

H. Company's Installation

1. Information and Requirements for Distribution Service

Upon request the Company shall furnish to any person detailed information on the method and manner of making service connections. Such detailed information may include a copy of the Company's Information and Requirements Booklet, a description of the service available, connections necessary between the Company's facilities and the Customer's premises, location of entrance facilities and metering equipment, and Customer and Company responsibilities for installation of facilities.

2. Interference with Company Property

All meters, services, and other electric equipment owned by the Company, regardless of location, shall be and will remain the property of the Company; and no one other than an employee or authorized agent of the Company shall be permitted to remove, operate, or maintain such property. The Customer shall not interfere with or alter the meter, seals or other property used in connection with the rendering of service or permit the same to be done by any person other than the authorized agents or employees of the Company. The Customer shall be responsible for all damage to or loss of such property unless occasioned by circumstances beyond the Customer's control. Such property shall be installed at points most convenient for the Company's access and service and in conformance with public regulations in force from time to time. The costs of relocating such property shall be borne by the Customer when done at the Customer's request, for the Customer's convenience, or if necessary, to remedy any violation of law or regulation caused by the Customer.

3. Protection of Company's Equipment

The Customer shall furnish and maintain, at no cost to the Company, the necessary space, housing, fencing, barriers, and foundations for the protection of the equipment to be installed upon the Customer's premises, whether such equipment is furnished by the Customer or the Company. If the Customer refuses, the Company may at its option charge the Customer for furnishing and maintaining the necessary protection of the equipment. Such space, housing, fencing, barriers and foundations shall be in conformity with applicable laws and regulations and subject to the Company's specifications and approval.

4. Meter Accuracy

The Company shall maintain the accuracy of all metering equipment installed pursuant hereto by regular testing and calibration in accordance with recognized standards. A meter which does not vary more than 2 percent above or below the recognized comparative standard shall be considered accurate. After a thorough investigation by the Company, a Customer may ask the Company to

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

test the accuracy of any of its metering equipment installed upon the Customer's premises. Any such test shall be conducted according to the standards as established in G.L. c. 164, § 120. Subsequent requests for testing the said meter shall be subject to individual review by the Company. The Company may, at its option, and with proper pre-notification to Customers assess a fee for any subsequent testing pursuant to G.L. c. 164, § 120. If the meter does not register accurately upon subsequent testing, the assessed fee will be returned to the Customer.

5. Unauthorized Use or Unsafe Conditions

If the Company finds an unauthorized use of electricity, the Company may make such changes in its meters, appliances, or other equipment or take such other corrective action as may be appropriate to ensure only the authorized use of the equipment and the Company's installation, and also to ensure the safety of the general public. Upon finding an unauthorized use of electricity, the Company may terminate the service and assess reasonable estimated service charges as well as all costs incurred in correcting the condition. Nothing in this paragraph shall be deemed to constitute a waiver of any other rights of redress which may be available to the Company or the Customer, or to limit in any way any legal recourse which may be open to the Company including, without limitation, G.L. c. 164, § 127 and 127A.

6. Underground Surcharge

In the event that a municipality within which the Company furnishes Distribution Service votes to adopt a bylaw or ordinance forbidding new installation of overhead transmission or distribution facilities or requiring removal of existing facilities, the Company may charge its Customers within such a municipality a differential in rates or a billing surcharge, as appropriate, in accordance with G.L. c. 166, §§ 22D, 22L, 22M and relevant Company policies approved by the M.D.P.U..

I. Company Liability

1. Curtailement or Interruption of Service

Whenever the Company reasonably believes the integrity of the Company's system or the supply of electricity to be threatened by conditions on its system or upon the systems with which it is directly or indirectly interconnected, the Company may, in the exercise of reasonable judgment, curtail or interrupt electric service or reduce voltage and such action shall not be construed to constitute a default nor shall the Company be liable therefor in any respect. The Company will use efforts reasonable under the circumstances to overcome the cause of such curtailment, interruption or reduction and to resume full performance.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

2. Force Majeure

The Company shall be excused from performing under the Schedule of Rates and shall not be liable in damages or otherwise if and to the extent that it shall be unable to do so or prevented from doing so by statute or regulation or by action of any court or public authority having or purporting to have jurisdiction in the premises; or by loss, diminution or impairment of electrical supply from its generating plants or suppliers or the systems of others with which it is interconnected; or by a break or fault in its transmission or distribution system; failure or improper operation of transformers, switches or other equipment necessary for electric distribution; or by reason of storm, flood, fire, earthquake, explosion, civil disturbance, labor dispute, act of God or public enemy, failure of any supplier to perform, restraint by any court or regulatory agency, or any other intervening cause, whether or not similar thereto; the Company shall use efforts reasonable under the circumstances to overcome such cause and to resume full performance.

3. Limitation of Liability

Unless there is negligence on the part of the Company, the Company shall not be liable for damage to the person or property of the Customer or any other persons resulting from the use of electricity or the presence of the Company's appliances and equipment on the Customer's premises. In any event, for non-residential Customers served under general service rates, the Company shall not be liable in contract, in tort (including negligence and M.G.L.c.93A), strict liability or otherwise for any special, indirect, or consequential damages whatsoever including, but not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment, overtime, business interruption, spoilage of goods, claims of Customers of the Customer or other economic harm.

J. Schedule of Charges

The Company reserves the right to impose reasonable fees and charges pursuant to the various provisions of these Terms and Conditions. Said fees and charges shall be set forth in Appendix A to these Terms and Conditions, as on file with the M.D.P.U..

K. Line Extension Policy

The Company's line extension policy is included in Appendix B.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**Appendix B - Line Extension Policy**  
**Individual Residential**

**I. Applicability**

This Policy applies to single family residential Line Extensions. Upon Application for electric service under residential rate schedules by one or more Line Extension Customer, the Company will install, own, operate, and maintain a Line Extension in accordance with the several provisions of this Policy.

The Line Extension Customer shall be obligated to furnish to the Company reasonable security and assurances that the premises will be serviced on a permanent basis prior to construction of any Line Extension, and nothing contained herein shall be construed to mean that the Company will extend its lines subject to the following provisions under any and all conditions.

This Policy does not apply to temporary services as defined in the Company's Information and Requirements for Electric Service booklet or where otherwise defined within the Terms and Conditions.

**II. Definitions**

When used within this Policy, the following terms shall have the meaning stated herein:

“Application” shall mean a writing in form and substance acceptable to the Company wherein the Company is requested to extend its facilities in accordance with the several provisions of this Policy.

“Line Extension” shall mean an extension of the Company's single-phase overhead or underground electric distribution facilities within its franchise territory.

“Line Extension Customer” or “Customer” shall mean the owner or owners of the premises to be served by a Line Extension which is the subject of this Policy.

“Overhead Line Extension” shall mean an overhead extension of at least one wooden pole and a section of wire from the Company's existing overhead electric distribution system.

“Public Ways” shall mean streets, roads, and ways that are defined by metes and bounds, are recorded as such in the Registry of Deeds, and are available for use by the general public. Such ways may be owned by the state or a municipality, or they may be privately owned by a Customer or group of Customers. Similarly defined and recorded rights-of-ways located on or across Private Property may also be acceptable for the purpose of the Company to install, own, and maintain a Line Extension.

“Private Property” is normally referred to as the “Customer's Property.” Traveled ways, access roads, and roads that are not defined with metes and bounds, and are not recorded as such, are considered Private Property.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**Schedule of Fees and Charges**  
**(February 1, 2025)**

Late Payment Charge Interest Rate (Annual)	14.37%
Returned Check Fee	\$10.00
Account Restoration Charge (Meter)	\$102.00
Account Restoration Charge (Pole)	\$123.00
Account Restoration Charge (Manhole)	\$180.00
Warrant Fee	\$240.00
Sales Tax Abatement	\$31.00

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**Issued by: Douglas W. Foley**  
**President**

**Filed: October 31, 2024**  
**Effective: January 1, 2025**

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**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

“Single-Phase Line Extension Agreement” shall mean an agreement in form and substance which outlines the Customer’s and Company’s rights and responsibilities with respect to the Line Extensions covered by this Policy.

“Standards for Overhead Construction” shall refer to the Company’s construction standards, as amended from time to time, to reflect the Company’s requirements for construction of overhead facilities.

“Standards for Underground Construction” shall refer to the Company’s construction standards, as amended from time to time, to reflect the Company’s requirements for construction of underground residential facilities.

“One-Pole Policy” shall refer to the Company’s policy of providing up to one wooden pole and 150 feet of secondary wire along a Public Way at no charge to serve a residential Customer where an existing Company-owned pole line exists.

“Underground Line Extensions” shall mean an underground extension along a Public Way from the Company’s existing electric distribution system.

**III. Construction of Facilities**

**A. Line Extensions on Public Ways**

**1. Overhead Line Extensions**

- a. Design - The Company shall design such Overhead Line Extensions on Public Ways.
- b. Installation - The Company shall install such Overhead Line Extensions as defined under the terms of the One-Pole Policy on all state and municipally owned Public Ways.

Installation of additional facilities that may be required will be at the Customer’s expense. In privately owned Public Ways, the Line Extension Customer may install the Overhead Line Extension only as designed by the Company and constructed in accordance with the Company’s Standards for Overhead Construction.

- c. Ownership - The Company shall own such Overhead Line Extensions on all state and municipally owned Public Ways. In privately owned Public Ways, where the Line Extension Customer has installed the Overhead Line Extensions as designed by the Company and has constructed such line in accordance with the Company’s

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Standards for Overhead Construction, ownership of such line shall be transferred to the Company prior to being energized.

- d. Maintenance - The Company shall maintain such Overhead Line Extension on all state and municipally owned Public ways.

The Company will maintain an Overhead Line Extension installed by the Line Extension Customer on privately owned Public Ways only where the Line Extension Customer has transferred ownership of the facilities to the Company in accordance with Section c above.

- e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, in or along state and municipally owned Public Ways shall be performed by the Company, and will be considered a component of the cost of the Overhead Line Extension.

All tree trimming, removal of existing facilities, and blasting, where required, in or along privately owned Public Ways shall be the responsibility of the Customer, except that tree trimming, removal of existing facilities, and blasting may be performed by the Company at the Line Extension Customer's expense where the Overhead Line Extension in a privately owned Public Way is installed by the Company.

2. Underground Line Extensions

- a. Design - The Company shall design such Underground Line Extensions in Public Ways.

- b. Installation - The Company shall install such Underground Line Extensions in all state and municipally owned Public Ways.

In privately owned Public Ways, the Line Extension Customer may install the Underground Line Extensions only as designed by the Company and constructed in accordance with the Company's Standards for Underground Construction.

- c. Ownership - The Company shall own such Underground Line Extensions in all state and municipally owned Public ways.

In privately owned Public Ways, where the Line Extension Customer has installed the Underground Line Extensions as designed by the Company and has constructed such line in accordance with the Company's Standards for Underground Construction, ownership of such line shall be transferred to the Company

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following the Company's inspection and acceptance and prior to being energized.

- d. Maintenance - The Company shall maintain such Underground Line Extensions on all state and municipally owned Public Ways.

The Company will maintain an Underground Line Extension installed by the Line Extension Customer on privately owned Public Ways installed by the Line Extension Customer only where the Line Extension Customer has transferred ownership of the facilities to the Company in accordance with Section c above.

- e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, in or along state and municipally owned Public Ways shall be performed by the Company, and will be considered a component of the cost of the Underground Line Extension.

All tree trimming, removal of existing facilities, and blasting, where required, in or along privately owned Public Ways shall be the responsibility of the Customer, except that tree trimming, removal of existing facilities, and blasting may be performed by the Company at the Customer's expense where the Underground Line Extension along a privately owned Public Way is installed by the Company.

**B. Line Extensions on Private Property**

**1. Overhead Line Extensions**

Where a Company-owned overhead pole line exists on a Public Way or on Private Property the following shall apply:

- a. Design - The Company shall design all Overhead Line Extensions on Private Property.
- b. Installation - The Company shall install such Overhead Line Extensions on Private Property. This construction will be paid for by the Customer or property owner. In the Cambridge and South Shore, Cape Cod & Martha's Vineyard service areas, the Customer may elect to install the Overhead Line Extension at their expense.

The Company has the right to extend from its facilities on Private Property to provide electric service to additional Customers.

- c. Ownership - All Line Extensions on the Customer's Property shall be the personal property of the Company whether or not built with the aid of funds contributed by the Customer.

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On Private Property, where the Customer has installed facilities in accordance with the Company's Standards for Overhead Construction, ownership of such facilities shall be transferred to the Company following inspection and acceptance by the Company and prior to being energized.

- d. Maintenance - Where the Company owns an Overhead Line Extension on Private Property, the Company shall maintain such Overhead Line Extension.

The Company will maintain an Overhead Line Extension on Private Property installed by the Line Extension Customer only where the Line Extension Customer has transferred ownership of the facilities to the Company in accordance with Section c above.

In the event that during the course of maintenance, repair or restoration work by the Company on Customer property, the Company incurs costs and expenses in investigating and assessing environmental conditions existing at the Customer property and not caused by the Company, or in implementing a Utility Related Abatement Measure under applicable law, such costs and expenses shall be charged to the Customer. Moreover, all legal responsibility related to the existing environmental conditions, including but not limited to any requisite notification, assessment and/or remediation, shall be the sole responsibility of the Customer.

- e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, on the Customer's Property shall be the responsibility of the Customer. The Company will perform incidental tree trimming in order to maintain service to the Customer, once the Service pole line has been installed on the Customer's Property.

2. Underground Line Extensions

- a. Design - The Company shall design such Underground Line Extensions.
- b. Installation – The Company will, at the Customer's expense, install the necessary primary cable to the first terminating facility. All other construction beyond two feet on Private Property will be the responsibility of the Customer. In the Cambridge and South Shore, Cape Cod & Martha's Vineyard service areas, the Customer shall install such underground services; provided, however, where the Customer receives service at primary voltage, the installations shall be built to conform to the Company's construction standards.

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- c. Ownership - The Customer shall turn ownership of the primary conduit system and cable, excluding the service conduit and cable, to the Company following inspection and acceptance of the primary conduit system by the Company.
- d. Maintenance - The Company shall maintain all equipment it owns on Private Property.

In the event that during the course of maintenance, repair or restoration work by the Company on Customer property, the Company incurs costs and expenses in investigating and assessing environmental conditions existing at the Customer property and not caused by the Company, or in implementing a Utility Related Abatement Measure under applicable law, such costs and expenses shall be charged to the Customer. Moreover, all legal responsibility related to the existing environmental conditions, including but not limited to any requisite notification, assessment and/or remediation, shall be the sole responsibility of the Customer.

- e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, on the Customer's Property shall be the responsibility of the Customer.

**IV. Customer Responsibilities**

At the time the Application for Service is made that requires an Overhead or Underground Line Extension, the Customer shall be responsible for the following:

- A. Easements - Furnish to the Company, without expense to it, satisfactory permanent easement rights of way for the installation, operation and maintenance of the Line Extension as the Company may deem necessary in a form acceptable to the Company.
- B. Plans - Provide the Company with a complete set of plans clearly showing all recorded rights of ways, defined by metes and bounds and recorded as such in the Registry of Deeds, as the Company may deem necessary.
- C. Other Documents - Enter into a Single-Phase Line Extension Agreement in accordance with this Policy.
- D. Compliance - Construct such installations to meet or exceed all applicable laws, regulations and codes, and ensure that the Line Extension has received all required approvals prior to the line being energized by the Company.
- E. Information and Requirements for Electric Service Booklet - In addition to the provisions set forth within this Policy, service to the Customer is subject to the Company's printed Information and

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Requirements for Electric Service.

- F. Permits and Approvals - The Customer shall be responsible for obtaining any required permits and approvals prior to the start of construction.

**V. Payment Required**

- A. Estimated Cost of Construction – The Cost of Construction shall mean the Company’s estimated cost of the Line Extension, determined by application of the Company’s current cost schedule of new construction installation costs. Constructed facilities jointly owned with other utilities will be adjusted accordingly.
- B. Charge Formula - Where the Company is required to construct an Overhead or Underground Line Extension along the Public Way with a Cost of Construction that exceeds the cost to construct one wooden pole and 150 feet of secondary wire, the customer shall pay such excess costs, if any, and the Tax Liability Charge. For all construction beyond the allowances stated in this Line Extension Policy, the Customer will be required to contribute the excess costs.
- C. Tax Liability Charge - The Customer will be responsible for payment of the Tax Liability Charge to the Company, which represents the recovery of any tax liabilities that result from collection of the Customer’s Contribution pursuant to the IRS Tax Code revision of 1986.

**VI. Construction Moratorium**

The Company is willing to provide service installations on a year-round basis, subject to restrictions imposed by municipalities or under applicable laws, regulations, ordinances, bylaws, permits or approvals.

**VII. Line Extension Agreement**

The Company may require the Customer to sign an agreement setting forth the terms of this Policy and any other terms that the Company deems are reasonably necessary in connection with the installation of the Line Extension, provided that such terms are not inconsistent with the terms expressed in this Policy. The Company, at its sole discretion, may refuse the request for a Line Extension if the appropriate rights, permits and easements cannot be obtained or if applicable laws, regulations, codes, ordinances and bylaws and utility standards cannot be satisfied.

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**Appendix B - Line Extension Policy  
Residential Development**

**I. Applicability**

This Policy applies to Line Extensions necessary to serve residential real estate developments. The Company will install, own, operate, and maintain an electric distribution system (“System”) in accordance with the several provisions of this Policy.

The Developer shall be obligated to furnish to the Company reasonable security and assurances that the premises will be serviced on a permanent basis prior to construction of any Line Extension, and nothing contained herein shall be construed to mean that the Company will extend its lines subject to the following provisions under any and all conditions.

**II. Definitions**

When used within this Policy, the following terms shall have the meaning stated herein:

“Application” shall mean a writing in form and substance acceptable to the Company wherein the Company is requested to extend its facilities in accordance with the several provisions of this Policy.

“Developer” shall mean the agent or agents of the real estate development to be served by a Line Extension which is the subject of this Policy. Such agent or agents shall be authorized to enter into a Line Extension Agreement with the Company.

“Development” shall mean more than one lot in a residential real estate tract along privately owned Public Ways whether or not such privately owned Public Way is to remain private or become municipally or state owned at some future date.

“Line Extension” shall mean an extension of the Company’s overhead or underground electric distribution facilities within its franchise territory.

“Non-Electrical Facilities” shall refer to, but not be limited to, the transformer foundations, vaults, manholes, hand-holes and duct systems installed with appropriate pull lines ready for the installation of primary and secondary cables and associated equipment.

“Overhead Line Extension” shall mean an extension of at least one wooden pole and a section of wire from the Company’s existing overhead electric distribution system.

“Overhead and Underground Line Extension Agreement” shall mean an agreement in form and substance which outlines the Developer’s and the Company’s rights and responsibilities with respect to a line extension.

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“Public Ways” shall mean streets, roads, and ways that are defined by metes and bounds, are recorded as such in the Registry of Deeds, and are available for use by the general public. Such ways may be owned by the state or a municipality, or they may be privately owned by a Customer or group of Customers. Similarly defined and recorded rights-of-ways located on or across private property may also be acceptable for the purpose of the Company to install, own, and maintain a Line Extension.

“Private Property” is normally referred to as the “Customer’s property”, and the Line Extension on the Customer’s property may also be referred to as the “Service” to the Customer’s home. Traveled ways, access roads, and roads that are not defined with metes and bounds, and are not recorded as such, are considered Private Property.

“Standards for Overhead Construction” shall refer to the Company’s construction standards, as amended from time to time, to reflect the Company’s requirements for construction of overhead facilities.

“Standards for Underground Construction” shall refer to the Company’s construction standards, as amended from time to time, to reflect the Company’s requirements for construction of underground residential facilities.

“Underground Line Extension” shall mean an underground extension along a Public Way from the Company’s existing electric distribution system.

**III. Construction of Facilities**

**A. Line Extensions on Public Ways**

**1. Overhead Line Extensions**

- a. Design - The Company shall design such Overhead Line Extensions on Public Ways.
- b. Installation - When the Company has been requested to install overhead facilities to serve an Overhead Line Extension for a Development, the Company will install all facilities on all Public Ways. The Company will install facilities necessary to furnish electric service at secondary voltage to each lot within the Development, including, but not limited to, Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company’s sole reasonable judgment, to serve the Development.

In Developments in the Cambridge and South Shore, Cape Cod & Martha’s Vineyard service areas where the Developer is allowed to and has elected to install

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overhead facilities, the Developer, at its cost, shall employ a qualified contractor, approved in advance by the Company, to install all primary and secondary wires, poles, guys, anchors, and their associated appurtenances in accordance with the Company's material and construction specifications for Overhead Construction. The Company will install facilities necessary to furnish electric service at secondary voltage to each lot within the Development, including, but not limited to, Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Development. The Developer shall grant directly to the Company a warranty that all of the Developer's materials and workmanship meet the Company specifications and shall be free from defects in materials and workmanship for a period of five (5) years from the date the System is ready to be energized.

- c. Ownership - All Overhead Line Extension on Public Ways shall become the property of the Company whether or not built with a contribution-in-aid-of-construction from the Developer.

In Developments in the Cambridge and South Shore, Cape Cod & Martha's Vineyard service areas where the Developer is allowed to and has elected to install overhead facilities, and the Developer, at his cost, has elected to employ a qualified contractor, approved in advance by the Company, to install all primary and secondary wires, poles guys and anchors and their associated appurtenances, ownership of such line shall be transferred to the Company following inspection and acceptance by the Company prior to being energized.

- d. Maintenance - The Company shall maintain such Overhead Line Extensions on all Public Ways where owned by the Company.
- e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required to serve the Development, in or along state and municipally owned Public Ways shall be performed by the Company, and will be considered a component of the cost of the Overhead Line Extension.

Initial tree trimming, removal of existing facilities, and blasting, where required, in or along privately owned Public Ways in the Cambridge and South Shore, Cape Cod & Martha's Vineyard service areas shall be the responsibility of the Developer. Where the Developer has elected to install overhead facilities, and has transferred ownership and maintenance responsibilities to the Company, and the Company has accepted ownership and maintenance responsibilities for the Overhead Line Extension, trimming will be performed by the Company.

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2. Underground Line Extensions
- a. Design - The Company shall design such Underground Line Extensions in Public Ways.
  - b. Installation - The Company will install all facilities on state and municipally owned Public Ways. The Company will install facilities necessary to furnish electric service at secondary voltage to each lot within the Development, including, but not limited to, line extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Development.

For all underground installations within new Developments, the Developer, at his cost, shall employ a qualified contractor, approved by the Company, to perform the excavation and backfilling for the cable and conduit system, and shall furnish the Non-Electrical portion of the System in accordance with Company specifications for Underground Construction. The Developer shall grant directly to the Company a warranty that all of the Developer's materials and workmanship meet the Company specifications and shall be free from defects in materials and workmanship for a period of five (5) years from the date the System is energized.

Where the Company has been requested to install underground facilities to serve an Underground Line Extension, the Company shall provide and install the primary and secondary cables and associated devices and appurtenances in facilities supplied by the Developer.

Where the Developer in the Cambridge and South Shore, Cape Cod & Martha's Vineyard service areas is allowed to and has elected to install underground facilities, the Developer will:

- (1) Obtain the primary and secondary cable and associated devices and appurtenances from the Company; or
- (2) Purchase the primary and secondary cable and associated devices and appurtenances in accordance with Company specifications.

The Developer will employ a qualified contractor, approved in advance by the Company, to install and terminate such primary and secondary cable in the Developer's facilities in accordance with the Company material and construction specifications contained in the Standards for Underground Construction.

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- c. Ownership - The Company shall own such Underground Line Extensions in all state and municipally owned Public ways.

Following inspection and acceptance of the installed facilities by the Company, the Developer shall transfer title of the installed facilities to the Company at no cost to the Company free of all encumbrances.

- d. Maintenance - The Company shall maintain such Underground Line Extensions in all state and municipally owned Public Ways.

The Company will maintain an Underground Line Extension within privately owned Public Ways where the Developer has installed such facilities only after the Developer has transferred ownership of such facilities to the Company in accordance with Section c above.

- e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, in or along state and municipally owned Public Ways shall be performed by the Company, and will be considered a component of the cost of the Underground Line Extension.

**B. Line Extensions on Private Property**

**1. Overhead Line Extensions**

- a. Design - The Company shall design such overhead Services from Company facilities to each lot in accordance with the Standards for Overhead Construction.
- b. Installation - The Company shall supply and install such overhead services from Company facilities to each lot in accordance with the Company's Standards for Overhead Construction.
- c. Ownership - The Company shall own such overhead services from Company facilities to each lot.
- d. Maintenance - The Company shall maintain such overhead services from Company facilities to each lot.

In the event that during the course of maintenance, repair or restoration work by the Company on Customer property, the Company incurs costs and expenses in investigating and assessing environmental conditions existing at the Customer property and not caused by the Company, or in implementing a Utility Related

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Abatement Measure under applicable law, such costs and expenses shall be charged to the Customer. Moreover, all legal responsibility related to the existing environmental conditions, including but not limited to any requisite notification, assessment and/or remediation, shall be the sole responsibility of the Customer.

- e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, on the Customer's property shall be the responsibility of the Customer. The Company will perform incidental tree trimming in order to maintain service to the Customer, once the Service pole line has been installed on the Customer's Property.

2. Underground Line Extensions

- a. Design – The Company shall design such underground services.
- b. Installation - The Company will, at the Developer's expense, install the necessary primary cable to the first terminating facility. All other construction beyond two feet on Private Property will be the responsibility of the Developer.

In the Cambridge and South Shore, Cape Cod & Martha's Vineyard service areas, the Developer shall install such underground services; provided, however, where the Customer receives service at primary voltage, the installations shall be built to conform to the Company's construction standards. The Developer or lot owner shall ensure that all such installations meet all applicable laws, regulations, ordinances, bylaws and codes, and shall receive all required approvals prior to the line being energized by the Company.

- c. Ownership - The Developer shall turn ownership of the primary conduit system and cable, excluding the service conduit and cable, to the Company following inspection and acceptance of the primary conduit system by the Company.
- d. Maintenance - The Company shall maintain all equipment it owns on Private Property.

In the event that during the course of maintenance, repair or restoration work by the Company on Customer property, the Company incurs costs and expenses in investigating and assessing environmental conditions existing at the Customer property and not caused by the Company, or in implementing a Utility Related Abatement Measure under applicable law, such costs and expenses shall be charged to the Customer. Moreover, all legal responsibility related to the existing environmental conditions, including but not limited to any requisite notification,

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assessment and/or remediation, shall be the sole responsibility of the Customer.

- e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, on the Customer's property shall be the responsibility of the Customer.

**IV. Developer Responsibilities**

The Developer shall be responsible for the following:

- A. Easements - The Developer will obtain and furnish, without charge to the Company, clear title to all easements in grant form and substance satisfactory to the Company for locating and maintaining the System along Public Ways or on Private Property. In the event any lots are sold prior to the granting or proper receipt of easements by the Company, no work will be done by the Company until the Developer obtains such easements for and at no cost to the Company. The Company will prepare the easement form for the Developer.
- B. Plans - The Developer shall furnish the Company with a plan of the proposed Development ("Development Plan"). Such Development Plan shall be furnished at no cost to the Company, shall have been properly approved by the municipality and shall have been properly recorded and/or registered at the appropriate Registry of Deeds prior to the start of any construction by the Company. Such Development plan shall show all development boundaries, lots, and lot boundaries as well as the traveled ways and the location and boundaries of any structure, facility or improvement (whether existing or planned) within said Development and the locations of all areas and structures which are to be furnished with individual electric service by the Company.
- C. Other Documents - The Developer shall provide documentation of all waivers to existing municipal by-laws.
- D. Compliance - The Developer shall design and construct such installations to meet or exceed all applicable laws, regulations and codes, and ensure that the Line Extension has received all required approvals prior to the line being energized by the Company.

Electric wires and cables and other utility and communications facilities may be installed in the same trench line or in common duct banks, if appropriate, under conditions mutually acceptable to the utilities involved and in conformance with all applicable laws, regulations and codes and utility specifications.

- E. Information and Requirements for Electric Service Booklet - In addition to the provisions set forth within this Policy, service to the Customer is subject to the requirements set forth within the Company's printed Information and Requirements for Electric Service.

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- F. Permits and Approvals - The Developer shall have taken any and all requisite action and obtained any and all requisite permits and approvals (including, without limitation, thereto, zoning and subdivision approval and any environmental permits and approvals) from all local, state and federal authorities asserting jurisdiction over the project.
- G. Other - Outdoor lighting may be installed after consultation and acceptance by local authorities in accordance with the Company's applicable Street and Security Lighting Schedules or Contracts, provided the Developer will provide the trenching, backfilling, duct, and any other Non-Electric Facilities where required by the Company.
- H. Coordination Between the Parties - In order to insure an economical and expeditious installation of underground electric distributions facilities, the Developer shall arrange a meeting or meetings of their trenching and electrical contractors, the Company construction coordinator, field constructions supervisors of other utilities, and representatives of any municipal departments having jurisdiction over or otherwise concerned with construction in the Development. The meeting shall be held prior to the start of construction. The Company shall make all connections between its facilities and the facilities of others. The Company shall make the final decision as to the electric requirements of an electric distributions system in any Development. The Developer and the Company shall enter into an agreement embodying the substance of the foregoing plan before it is binding on the parties, such agreement to contain any minor changes as may be necessitated by the nature, terrain, and location of the Development.
- V. **Payment Required**
- A. Revenue - For the purposes of this Policy, the term "Revenue" shall mean the estimated distribution revenue expected to be collected by the Company from the residential customers taking permanent service under the Line Extension pursuant to the terms of the Company's generally available rate schedules for retail delivery service, excluding revenue attributable to the Company's Transition Charges, Transmission Charges, Supplier Services Charges, Energy Efficiency Charge, and Renewables Charge, and other reconciling charges as listed in the Company's Summary of Electric Service Delivery Rates.
- B. Estimated Cost of Construction - The Cost of Construction shall mean the estimated cost of facilities provided by the Company to furnish electric service at secondary voltage to each lot within the Development, including, but not limited to, the cost of any Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Development determined by application of the Company's current cost schedule of new construction installation costs. Constructed facilities jointly owned with other utilities will be adjusted accordingly.

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- C. Charge Formula - The total Developer contribution shall be determined as follows:

For all Overhead Developments:

the Cost of Construction for the System provided by the Company in accordance with the applicable section of this Policy; plus

the Tax Liability Charge applicable to the excess Company costs, if any, (see Section V.E below); plus

where the Developer elects to install overhead facilities in the Development:

The Tax Liability Charge applicable to the Developer's cost of the primary and secondary wire, poles, guys, and anchors and their associated devices and appurtenances, which are to be owned and maintained by the Company, in accordance with this Policy.

For all Underground Developments:

the excess Cost of Construction for the System, if any, provided by the Company in accordance with the applicable section of this Policy; plus

the Tax Liability Charge applicable to such excess Company costs, if any; plus

Where the Developer elects to install underground facilities:

The Tax Liability Charge applicable to the Developer's cost to install the Company supplied primary and secondary cable; plus the Tax Liability Charge on the estimated costs or value of all facilities installed by the Developer which is to be owned and maintained by the Company, in accordance with this Policy.

or,

The Tax Liability Charge applicable to the Developer's cost to install the Developer-supplied primary and secondary cable; plus the Tax Liability Charge on the estimated costs or value of all facilities installed by the Developer which are to be owned and maintained by the Company, in accordance with this Policy.

- D. Refund - A portion of the amounts paid by the Developer to the Company as a contribution-in-aid-of- construction may be refunded by the Company to the Developer as hereinafter set forth. However, in no event shall the aggregate amount of any such refund to the Developer exceed the amount of the contribution-in-aid-of-construction for the specific System. In addition, the

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Company shall not pay interest on any contribution-in-aid-of-construction, whether or not subsequently refunded to the Developer.

Subject to the foregoing, in the event that the Line Extension is located within a way that is accepted by the municipality as a Public Way, the Company shall refund the Developer an amount equal to 4.4 times the annual Revenues (subject to the conditions of the first paragraph of this section) estimated by the Company to be received by the Company.

No other refunds will be made at any time.

The Company reserves the right to withhold any refunds that would otherwise be due to the Developer under this Policy until any outstanding balances that are due the Company for any reason are paid in full.

- E. Taxes - The Customer will be responsible for payment of the Tax Liability Charge to the Company, which represents the recovery of any tax liabilities that result from collection of the Customer's contribution-in-aid-of-construction pursuant to the IRS Tax Code revision of 1986.
- F. Method of Payment - The Total Contribution shall be paid to the Company in available funds, in full and in advance of construction work to be performed by the Company.

**VI. Construction Moratorium**

The Company is willing to provide service installations on a year-round basis, subject to restrictions imposed by municipalities or under applicable laws, regulations, ordinances, bylaws, permits or approvals.

**VII. Line Extension Agreement**

The Company may require the Developer to sign an agreement setting forth the terms of this Policy and any other terms that the Company deems are reasonably necessary in connection with the installation of the Line Extension, provided that such terms are not inconsistent with the terms expressed in this Policy. The Company, at its sole discretion, may refuse the request for a Line Extension if the appropriate permits and easements cannot be obtained or if applicable laws, regulations, codes, ordinances and bylaws and utility standards cannot be satisfied.

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**Appendix B - Line Extension Policy**  
**Commercial - Industrial**

**I. Applicability**

This Policy applies to single-phase or three-phase Line Extensions necessary to serve all Commercial and Industrial Customers (herein referred to as the “Customer”), including Commercial and Industrial developments. The Company will install, own, operate, and maintain an electric distribution system (“System”) in accordance with the several provisions of this Policy.

The Customer shall be obligated to furnish to the Company reasonable security and assurances that the premises will be serviced on a permanent basis prior to construction of any Line Extension, and nothing contained herein shall be construed to mean that the Company will extend its lines subject to the following provisions under any and all conditions.

**II. Definitions**

When used within this Policy, the following terms shall have the meaning stated herein:

“Application” shall mean a writing in form and substance acceptable to the Company wherein the Company is requested to extend its facilities in accordance with the several provisions of this Policy.

“Individual Customer” shall refer to an individual commercial or industrial Customer served by a Line Extension.

“Developer” shall mean the agent or agents of the non-residential real estate development to be served by a Line Extension which is the subject of this Policy. Such agent or agents shall be authorized to enter into a Line Extension Agreement with the Company.

“Development” shall mean a non-residential real estate development such as privately owned parcels of land, shopping complexes, condominiums, apartment buildings, schools, churches, mobile home parks, townhouses, public buildings and other commercial or industrial developments.

“Line Extension” shall mean an extension of the Company’s overhead or underground electric distribution facilities within its franchise territory.

“Non-Electrical Facilities” shall refer to but not be limited to the transformer foundations, vaults, manholes, hand-holes and duct systems installed with appropriate pull lines ready for the installation of primary and secondary cables and associated equipment.

“Overhead Line Extension” shall mean an extension of at least one wooden pole and a section of wire from

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the Company's existing overhead System.

"Overhead and Underground Line Extension Agreement" shall mean an agreement in form and substance which outlines the Company's and the Individual Customer's or Developer's rights and responsibilities.

"Private Property" is normally referred to as the "Customer's Property" and shall include Developments as described herein. For Line Extensions to Individual Customers, the Line Extension on the Customer's property may also be referred to as the "service" to the Individual Customer's facility. When referring to Developments, Private Property shall mean a parcel or tract of land owned by an individual or group of Customers. Additionally, traveled ways, access roads, and roads that are not defined by metes and bounds or recorded as such in the Registry of Deeds are considered Private Property.

"Public Ways" shall mean streets, roads, and ways that are recorded in the Registry of Deeds, defined by metes and bounds, and are available for use by the general public. Such ways may be owned by the state or a municipality, or they may be privately owned by Customer(s). Similarly defined and recorded rights-of-ways located on or across Private Property may also be acceptable for the purpose of the Company to install, own, and maintain a Line Extension.

"Standards for Overhead Construction" shall refer to the Company's construction standards, as amended from time to time, to reflect the Company's requirements for construction of overhead facilities.

"Standards for Underground Construction" shall refer to the Company's construction standards, as amended from time to time, to reflect the Company's requirements for construction of underground facilities.

"Underground Line Extension" shall mean an underground extension from the Company's existing electric distribution system.

**III. Construction of Facilities**

**A. Line Extensions on Public Ways**

**1. Overhead Line Extensions**

- a. Design - The Company shall design such Overhead Line Extensions on Public Ways.
- b. Installation - When the Company has been requested to install overhead facilities to serve an Overhead Line Extension for an Individual Customer or a Development, the Company will install all facilities within Public Ways. The Company will install facilities necessary to furnish electric service to the Individual Customer or each lot within the Development, including, but not limited

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to, Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Individual Customer or Development.

- c. Ownership - All Overhead Line Extensions on Public Ways shall become the property of the Company whether or not built with a contribution-in-aid-of-construction from an Individual Customer or Developer.
- d. Maintenance - The Company shall maintain such Overhead Line Extensions on all Public Ways.
- e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, in or along state and municipally owned Public Ways, where required to serve an Individual Customer or Development, shall be performed by the Company, and will be considered a component of the cost of the Overhead Line Extension.

2. **Underground Line Extensions**

- a. Design - The Company shall design such Underground Line Extensions within Public Ways.
- b. Installation - The Company will install all facilities within state and municipally owned Public Ways.
- c. Ownership - The Company shall own such Underground Line Extensions within the state and municipally owned Public Ways.
- d. Maintenance - The Company shall maintain such Underground Line Extensions within state and municipally owned Public Ways.
- e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, in or along state and municipally owned Public Ways, where required to serve an Individual Customer or Development, shall be performed by the Company, and will be considered a component of the cost of the Overhead Line Extension.

B. **Line Extensions on Private Property**

1. **Overhead Line Extensions**

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**Issued by: Douglas W. Foley**  
**President**

**Filed: October 31, 2024**  
**Effective: January 1, 2025**

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**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

- a. Design - The Company shall design such Overhead Line Extensions from Company facilities to serve an Individual Customer or to serve each lot within the Development.
- b. Installation - The Company may install such Overhead Line Extension from Company facilities to serve the individual Customer or, within the Development, to serve each lot in accordance with the Company's Standards for Overhead Construction. The Company will install facilities necessary to furnish electric service to serve the Individual Customer or each lot within the Development, including, but not limited to, Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Individual Customer or the Development.

An Individual Customer or Developer in the Cambridge and South Shore, Cape Code & Martha's Vineyard service area may elect to install overhead facilities. Such Individual Customer or Developer, at its cost, shall employ a qualified contractor, approved in advance by the Company, to install all primary and secondary wires, poles, guys and anchors and their associated appurtenances in accordance with the Company's material and construction specifications for Overhead Construction.

- c. Ownership - The Company shall own such overhead services from Company facilities to serve the Individual Customer or each lot within the Development in accordance with the Company's Standards for Overhead Construction.

Where the Individual Customer or Developer in the Cambridge and South Shore, Cape Code & Martha's Vineyard service areas has elected to install overhead facilities, and the Individual Customer or Developer, at its cost, has elected to install all primary wires, poles, guys and anchors and their associated appurtenances, ownership of such line must be transferred to the Company following the Company's inspection and acceptance prior to being energized. Where such line is transferred to the Company, the Developer shall grant directly to the Company a warranty that all of the Developer materials and workmanship meet the Company specifications and shall be free from defects in materials and workmanship for a period of five (5) years from the date the System is energized.

- d. Maintenance - The Company shall maintain such overhead services from Company facilities to serve the Individual Customer or to each lot where (i) the Company has installed such overhead services or (ii) the Individual Customer or Developer has installed such overhead service and transferred such service to the Company in accordance with the requirements of Section c above.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

In the event that during the course of maintenance, repair or restoration work by the Company on Customer property, the Company incurs costs and expenses in investigating and assessing environmental conditions existing at the Customer property and not caused by the Company, or in implementing a Utility Related Abatement Measure under applicable law, such costs and expenses shall be charged to the Customer. Moreover, all legal responsibility related to the existing environmental conditions, including but not limited to any requisite notification, assessment and/or remediation, shall be the sole responsibility of the Customer.

- e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, on the Individual Customer's property or in the Development, shall be the responsibility of the Customer or Developer.

2. Underground Line Extensions

- a. Design - The Company shall design such Underground Line Extensions from Company facilities to serve an Individual Customer or to serve each lot within the Development whether installed by the Company or by the Individual Customer or Developer.
- b. Installation - For all underground installations on Private Property or within new Developments, the Individual Customer or Developer, at its cost, shall employ a qualified contractor to install the Non-Electrical Facilities portion of the system and to perform the necessary excavation and backfilling in accordance with Company's Standards for Underground Construction. The Company will install facilities necessary to furnish electric service to serve the Individual Customer or the Development, including, but not limited to, Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Individual Customer or Development.

Where the Company has been requested to install underground facilities to serve an Individual Customer or to serve a Development, the Company shall provide and install the primary cables and associated devices and appurtenances in the Non-Electric Facilities supplied by the Individual Customer or Developer.

An Individual Customer or Developer in the Cambridge and South Shore, Cape Code & Martha's Vineyard service areas who has elected to install underground facilities will:

- (1) Obtain the primary cable and associated devices and appurtenances from

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

the Company; or

- (2) Purchase the primary cable and associated devices and appurtenances, in accordance with Company specifications.

and

- (3) Such Individual Customer or Developer will employ a qualified contractor, approved in advance by the Company, to install and terminate such primary cable in the Individual Customer or Developer's facilities in accordance with the Company material and construction specifications contained in the Standards for Underground Construction.

Where the Individual Customer receives service at primary voltage, the Company will install all Company-owned facilities on Private Property. The Individual Customer will have responsibility for the installation of all Customer-owned facilities.

- c. Ownership - The Individual Customer or Developer shall turn ownership of the primary conduit system and cable, excluding the service conduit and cable, to the Company following inspection and acceptance of the primary conduit system by the Company. The Company shall own such underground facilities where (i) the Company has installed the facilities or (ii) the Individual Customer or Developer has installed the facilities in accordance with Section b above and has transferred title of the installed facilities to the Company following inspection and acceptance by the Company and at no cost to the Company free of all encumbrances.

Where the Individual Customer receives service at Primary Voltage, the Company may own certain facilities or portions of facilities necessary to terminate, control and meter its primary distribution system circuits feeding the Individual Customer.

- d. Maintenance - The Company will maintain Underground Facilities where (i) the Company has installed such facilities, or (ii) the Customer or Developer has installed such facilities as designed by the Company and has constructed such facilities in accordance with the Company's Standards for Underground Construction, and the Individual Customer or Developer has transferred ownership of the facilities to the Company in accordance with Section c above.

Where the Individual Customer or Developer has not transferred ownership of the underground facilities to the Company, the Individual Customer or Developer shall be responsible for maintaining such facilities. The Individual Customer or

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

Developer shall maintain all secondary facilities on private property at the Customer's expense.

The Company shall maintain all Company-owned equipment. In the event that during the course of maintenance, repair or restoration work by the Company on Customer property, the Company incurs costs and expenses in investigating and assessing environmental conditions existing at the Customer property and not caused by the Company, or in implementing a Utility Related Abatement Measure under applicable law, such costs and expenses shall be charged to the Customer. Moreover, all legal responsibility related to the existing environmental conditions, including but not limited to any requisite notification, assessment and/or remediation, shall be the sole responsibility of the Customer.

- e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, on the Individual Customer's property or in the Development shall be performed by the Individual Customer or the Developer.

**IV. Individual Customer or Developer Responsibilities**

The Individual Customer or Developer shall be responsible for the following:

- A. Easements - The Individual Customer or Developer will obtain and furnish, without charge to the Company, clear title to all easements in grant form and substance satisfactory to the Company for locating and maintaining the System on private property, including but not limited to the right to trim trees as the Company may deem necessary. The initial trim is to be performed by the Individual Customer or Developer. In the event any lots are sold prior to the granting or proper receiving of easements to the Company, no work will be done by the Company until the Individual Customer or Developer obtains such easements for and at no cost to the Company. The Company will prepare the easement form for the Individual Customer or Developer.
- B. Plans - The Individual Customer shall provide the Company with a complete set of plans clearly showing all recorded rights of way, defined by metes and bounds and recorded as such in the Registry of Deeds, as the Company may deem necessary.
- C. The Developer shall furnish the Company with a plan of the proposed Development ("Development Plan"). Such Development Plan shall be furnished at no cost to the Company, shall have been properly approved by the municipality and shall have been properly recorded and/or registered at the appropriate Registry of Deeds prior to the start of any construction by the Company. Such Development Plan shall show all development boundaries, lots and lot boundaries as well as the traveled ways and the location and boundaries of any structure, facility or improvement (whether

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

existing or planned) within said Development and the locations of all areas and structures which are to be individually furnished electric service by the Company.

- D. Code Compliance - The Developer or Individual Customer shall design and construct such installations to meet or exceed all applicable laws, regulations and codes, and ensure that the Line Extension has received all required approvals prior to the line being energized by the Company.
- E. Electric wires and cables and other utility and communications facilities may be installed in the same trench line or in common duct banks, if appropriate, under conditions mutually acceptable to the utilities involved and in conformance with all applicable laws, regulations and codes and utility specifications.
- F. Information and Requirements for Electric Service Booklet - In addition to the provisions set forth within this Policy, service to the Individual Customer or Developer is subject to the requirements set forth within the Company's printed Information and Requirements for Electric Service.
- G. Permits and Approvals - The Individual Customer or Developer shall have taken any and all requisite action and obtained any and all requisite permits and approvals (including, without limitation, thereto, zoning and land use or subdivision approval and any environmental permits and approvals) from all local, state and federal authorities asserting jurisdiction over the project.
- V. **Payment Required**
- A. Revenue - For the purposes of this Policy, the term "Revenue" shall mean the estimated distribution revenue expected to be collected by the Company from the commercial and industrial customer(s) taking permanent service under the Line Extension pursuant to the terms of the Company's generally available rate schedules for retail delivery service, excluding revenue attributable to the Company's Transition Charges, Transmission Charges, Supplier Services Charges, Energy Efficiency Charge, and Renewables Charge, and other reconciling charges as listed in the Company's Summary Rate Schedule.
- B. Estimated Cost of Construction - The Cost of Construction shall mean the estimated cost of facilities provided by the Company to furnish electric service to the Individual Customer or each lot within the Development. This includes but is not limited to, the cost of any Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Development. The cost will be determined by applying the Company's current cost schedule of new construction installation costs. Constructed facilities jointly owned with other utilities will be adjusted accordingly.
- C. Charge Formula – For line extensions in the Public Way, the Individual Customer or Developer will pay to the Company a Contribution equal to the sum of (1) the Company's Cost of Construction

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

in excess, if any, of 4.4 times the estimated annual Revenue and (2) the Tax Liability Charge. For all construction beyond the allowances specified in this tariff, the Individual or Customer or Developer will be required to contribute the excess costs.

- D. Taxes - The Company may be subject to tax liabilities on any contributions-in-aid-of-construction or material and labor supplied by the Individual Customer or Developer pursuant to the IRS Tax Code revision of 1986. This Tax Liability Charge, if any, shall be paid in full by the Customer prior to the start of any construction.
- E. Method of Payment - The Contribution, shall be paid to the Company in good funds, in full and in advance of construction work to be performed by the Company.
- F. Refunds – The Customer has the option to request the Company to perform a one-time recalculation of the Contribution using actual distribution revenue to determine if a refund of all or a portion of the original payment is warranted. The request for the one-time review may be made at any time one to three years after commencement of delivery of electricity. In no event shall the aggregate amount of any such refund to the Customer exceed the amount of the Contribution. In addition, the Company shall no pay interest on any Contribution, whether or not subsequently refunded to the Customer.

**VI. Construction Moratorium**

The Company is willing to provide service installations on a year-round basis, subject to restrictions imposed by municipalities or under applicable laws, regulations, ordinances, bylaws, permits or approvals.

**VII. Line Extension Agreement**

The Company may require the Individual Customer or Developer to sign an agreement setting forth the terms of this Policy and any other terms that the Company deems are reasonably necessary in connection with the installation of the Line Extension, provided that such terms are not inconsistent with the terms expressed in this Policy. The Company, at its sole discretion, may refuse the request for a Line Extension if the appropriate rights, permits and easements cannot be obtained or if applicable laws, regulations, codes, bylaws, ordinances and utility standards cannot be satisfied.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**Eastern Massachusetts Towns**

Greater Boston Service Area		Cambridge Service Area	South Shore, Cape Cod & Martha's Vineyard Service Area	
Acton	Millis	Cambridge	Acushnet	Marshfield
Arlington	Milton		Aquinnah	Mashpee
Ashland	Natick		Barnstable	Mattapoisett
Bedford	Needham		Bourne	New Bedford
Bellingham	Newton		Brewster	Oak Bluffs
Boston	Norfolk		Carver	Orleans
Brookline	Sharon		Chatham	Pembroke (East of Route 3)
Burlington	Sherborn		Chilmark	Plymouth
Canton	Somerville		Dartmouth	Plympton
Carlisle	Stoneham		Dennis	Provincetown
Chelsea	Sudbury		Duxbury	Rochester
Dedham	Walpole		Eastham	Sandwich
Dover	Waltham		Edgartown	Scituate (Humarock Section)
Framingham	Watertown		Fairhaven	Tisbury
Holliston	Wayland		Falmouth	Truro
Hopkinton	Weston		Freetown	Wareham
Lexington	Westwood			Wellfleet
Lincoln	Winchester		Harwich	Westport (Eastern Peninsula)
Maynard	Woburn		Kingston	West Tisbury
Medfield			Lakeville (part)	Yarmouth
Medway		Marion		

**Issued by: Douglas W. Foley**  
**President**

**Filed: October 31, 2024**  
**Effective: January 1, 2025**

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**Western Massachusetts Towns**

Adams	Hadley	Savoy
Agawam	Hancock	Shelburne
Amherst	Hatfield	Shutesbury
Ashfield	Hinsdale	South Hadley
Becket	Holyoke	Southampton
Belchertown	Huntington	Southwick
Bernardston	Lanesborough	Springfield
Blandford	Lenox	Sunderland
Buckland	Leverett	Tolland
Cheshire	Leyden	Tyringham
Chester	Ludlow	Washington
Chesterfield	Middlefield	West Springfield
Chicopee	Montague	Westfield
Colrain	Montgomery	Westhampton
Conway	New Ashford	Whately
Cummington	Northampton	Wilbraham
Dalton	Northfield	Windsor
Deerfield	Otis	Worthington
Longmeadow	Pelham	
East Longmeadow	Peru	
Easthampton	Pittsfield	
Erving	Plainfield	
Gill	Richmond	
Granville	Russell	
Greenfield	Sandisfield	

**STAFF SUMMARY**

**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director  
**DATE:** May 21, 2025  
**SUBJECT:** Intermediate High Pipeline Improvements, CP2,  
Rehabilitation of Sections 24 and 25 Water Mains  
Albanese D&S, Inc.  
Contract 6956, Change Order 11




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**COMMITTEE:** Water Policy & Oversight

Martin E. McGowan, Director, Construction  
Alireza Kowsari, Construction Coordinator  
Preparer/Title

INFORMATION  
 VOTE

  
David W. Coppes, P.E.  
Chief Operating Officer

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**RECOMMENDATION:**

To authorize the Executive Director, on behalf of the Authority, to approve Change Order 11 to Contract 6956, Intermediate High Pipeline Improvements, CP2, Rehabilitation of Sections 24 and 25 Water Mains, with Albanese D&S, Inc. for a not-to-exceed amount of \$750,000, increasing the contract amount from \$21,196,845.02 to \$21,946,845.02, with no increase in contract term.

Further, to authorize the Executive Director to approve additional change orders as may be needed to Contract 6956 in an amount not to exceed the aggregate of \$500,000 in accordance with the Management Policies and Procedures of the Board of Directors.

**DISCUSSION:**

Contract 6956 includes replacement and hydraulic pipe size increase from 16 to 20 inches of 5,900 linear feet for Section 25 and the cleaning and lining rehabilitation of 3,300 linear feet of Section 24, along with replacement of revenue Meters 2 and 40 (both serving Watertown). The majority of this work is located in Watertown with minor work in Newton at the crossing of the Charles River. This project also reroutes approximately 3,000 feet of Section 25 from Common Street in Watertown to Bellevue Road, Russell Avenue and Mount Auburn Street. The Massachusetts Department of Transportation (MassDOT) has an on-going roadway reconstruction project on Mount Auburn Street in Watertown. Due to long lead times and supply chain delays, the Authority pre-purchased the pipe materials needed for the portion of work on Mount Auburn Street to allow the Contractor to start this work immediately and meet MassDOT's tight paving schedule.

**This Change Order**

Change Order 11 consists of the following item:

The Contractor is required to furnish and install approximately 3,000 feet of new 20-inch ductile iron pipe on Russell Avenue and Bellevue Road in Watertown as part of the new alignment of Section 25. The contract requires the installation of temporary pavement, permanent trench patch and full width mill and overlay as pavement restoration after the installation of the new water main. In addition to MWRA’s new pipeline, the Contractor was also required to relocate some municipal utilities including water, sewer and drain. Further disturbance to the roadways was caused when the Contractor encountered additional municipal sewer and drains that were not properly identified on the available as-built drawings. This significantly expanded the scope of municipal utility work that was completed in a previous change order. This is in addition to the gas mains that were relocated by others prior to construction. All of these utility relocations created additional trenches beyond those created for the new pipeline. This significantly disturbed the existing pavement on these two narrow residential streets.

MWRA staff met with Watertown’s City Engineer and determined that the size and quantity of trenches would result in structurally inferior roadways. To ensure the long-term integrity of these streets, the Contractor must reconstruct the roadway subbase prior to installing the full width overlay pavement. This requires temporarily removing the existing frames and covers, pulverizing the top 12 inches and regrading the existing roadway, installing a three-inch asphalt base course, and restoring the frames and covers.

Given that similar requests have been made in other communities in recent years, staff will closely evaluate pavement restoration requirements in future pipeline projects. This evaluation will include the existing condition of the roadway along with expected disturbances from the pipeline installation, as well as utility relocations necessary to complete the work. If significant portions of the roadway subbase will be compromised, the contract scope will include full depth restoration.



Additional Drain Relocation on Russell Avenue



Numerous Trenches on Bellevue Road

This item was identified by MWRA staff as an unforeseen condition. MWRA staff, the Consultant, and the Contractor have agreed to a not-to-exceed amount of \$750,000 for this work. The Contractor has not yet begun this work.

**CONTRACT SUMMARY:**

	<b>Amount</b>	<b>Time</b>	<b>Dated</b>
Original Contract:	\$18,673,000.00	912 Days	07/20/23
<b>CHANGE ORDERS</b>			
Change Order 1*	\$15,300.58	0 Days	05/15/24
Change Order 2*	\$24,248.68	0 Days	07/17/24
Change Order 3*	\$879,438.26	0 Days	08/15/24
Change Order 4*	\$23,667.63	0 Days	08/26/24
Change Order 5	\$767,676.47	0 Days	10/23/24
Change Order 6*	\$22,849.20	0 Days	12/11/24
Change Order 7*	\$105,061.14	0 Days	01/06/25
Change Order 8*	\$24,357.26	0 Days	01/30/25
Change Order 9*	\$616,825.72	0 Days	03/31/25
Change Order 10*	\$44,420.08	0 Days	05/07/25
Change Order 11	<u>\$750,000.00</u>	<u>0 Days</u>	Pending
Total Change Orders:	\$3,273,845.02	0 Days	
Adjusted Contract:	\$21,946,845.02	912 Days	

\*Approved under delegated authority

If Change Order 11 is approved, the cumulative value of all change orders will be \$3,273,845.02 or 17.5% of the original contract. Work on this contract is 85% complete.

**BUDGET/FISCAL IMPACTS:**

The FY25 CIP includes \$20,042,075 of which \$19,246,873 is for Contract 6956 and \$795,202 is for the Pre-purchase Contract 6956A. Including this change order for \$750,000, the adjusted project total will be \$22,742,047.02 or \$2,699,972.02 over the amount in the CIP. This difference will be absorbed in the five-year CIP spending Cap.

**MBE/WBE PARTICIPATION:**

The MBE and WBE participation requirements for this project were established at 7.24% and 3.6%, respectively. The Contractor has been notified that these requirements are still expected to be met.

**STAFF SUMMARY**



**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director  
**DATE:** May 21, 2025  
**SUBJECT:** Organizational Changes in the Operations Division

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**COMMITTEE:** Personnel and Compensation

X  INFORMATION  
  VOTE

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**RECOMMENDATION:**

For Information Only. This staff summary outlines proposed organizational changes within the Operations Division in advance of the upcoming retirement of David Coppes, the Chief Operating Officer. These changes are intended to strengthen existing Divisional functionality by optimizing staff technical abilities, leadership skills and experience of current Operations staff while continuing to prepare staff for future leadership roles. There are two related staff summaries requiring approval by the Board that are also being presented at this Board meeting (a Position Control Register Amendment to create a Deputy Chief Operating Officer position and the appointment of Ms. Kathleen Murtagh as the Chief Operating Officer).

**DISCUSSION:**

In 2000, MWRA consolidated the functions of the then separate Water and Wastewater Divisions into a single, centralized Operations Division. At the same time, MWRA created a Chief Operating Officer (COO) position to direct the Operations Division. The Division is responsible for all water and wastewater operations and service delivery, planning, design and construction and start-up of capital construction projects.

The consolidated Operations Division model has been quite successful and effective in providing high quality service, cost effectiveness, consistency of policies, programs and day-to-day and long-term, critical decision-making as well as assuring uniform accountability across the Operations units.

A Chief Operating Officer has led the Division since 2000, though there have been a number of Division reorganizations as COO's and other senior Operations managers have retired or resigned. Those Division reorganizations have thoughtfully contemplated the strengths of the Chief Operating Officer and senior Operations Division managers and have effectively capitalized on those to maximize the Division's overall performance.

In the past, the structure has, at times, had one Deputy Chief Operating Officer and at other times two Deputy Chief Operating Officers. The position of Chief Engineer was created in 2010; and that position has reported either directly to the Chief Operating Officer or through one of the two Deputy Chief Operating Officers when there were two Deputy COO's in place. Under the two-deputy structure, one deputy was responsible for operations, engineering and construction and the other was responsible for programs, policy and planning.

Consistent with that approach, staff evaluated the current organizational structure (shown on Attachment A) and the skills and experience of senior Operations Division managers and are proposing two organizational changes, which are detailed below. Staff also propose to keep the current reporting structure of the Chief Engineer reporting directly to the Chief Operating Officer. Staff believe that Ms. Murtagh's experience in both the private and public sector will lend a fresh perspective to the Engineering and Construction Group that can result in more efficiencies and increased productivity in the overall Capital Program.

Also new since the last Operations Division restructuring was the approval by the Board of a redundancy plan for the Metropolitan Tunnel System utilizing the Boston Harbor Project as the Management Model, effectively creating a new Authority Division (Metropolitan Tunnel Redundancy Program). Related, the Board approved Ms. Kathleen Murtagh as the Director, Metropolitan Tunnel Redundancy, reporting directly to the Executive Director. Since then Ms. Murtagh has stood up the Metropolitan Tunnel Redundancy Program: the preliminary design and environmental review are complete, the final design is underway and staffing continues to grow with the program's growth. Next steps will include advancing final design, procuring an owner's representative and construction manager and preparing the first construction package for early enabling work.

In the current one deputy structure, the Deputy Chief Operating Officer's focus is on master planning, strategic initiatives, sustainability, environmental and regulatory coordination, water and wastewater quality testing and reporting, industrial pre-treatment, and Operations budget. Mr. Coppes' extensive background in operations lent itself to the one deputy model. Similarly, from 2000 to 2010, again under the one deputy model, the Deputy Chief Operating Officer was focused on operations and engineering. In between, the two-deputy model was employed to take advantage of staff's skills in both the planning and regulatory side as well as the operations and engineering side.

The proposed re-organization is outlined in more detail below and is shown on Attachment B.

Staff are recommending two changes to the current Operations Division Organization.

Create a Deputy Chief Operating Officer, Operations Position:

The first proposal is a return to the two-deputy structure by establishing a Deputy Chief Operating Officer, Operations, to oversee all water and wastewater functions. Staff believe this model best complements Ms. Murtagh's extensive experience, exemplary engineering skills and leadership abilities by adding a high level Director with greater operations experience. It would also provide MWRA with the most effective day-to-day management, while also better preparing MWRA for emergency events. It would also enhance the career path and reinforce the Authority's focus on long-term succession planning within the organization. This position is recommended to the Board in the related Position Control Register Amendment staff summary and, if approved, would be posted internal only. There are several highly qualified and skilled potential internal applicants whose skills would complement Ms. Murtagh's and Ms. Weidman's (the current Deputy Chief Operating Officer).

Change the Reporting Structure Metropolitan Tunnel Redundancy Program to report to the Chief Operating Officer:

The second recommended change is to have Ms. Murtagh continue to directly oversee the

Metropolitan Tunnel Program, instead of having it report directly to the Executive Director as it does today. Related, Ms. Murtagh anticipates posting a Metropolitan Tunnel Director, Program Management position (non-union grade 16) consistent with the staffing plan approved by the Board in December 2023. However, Ms. Murtagh believes that MWRA will not need to contemplate immediately backfilling her role as Tunnel Director, should her appointment as COO be approved.

Of note, is that the Chief Engineer would continue to report to the Chief Operating Officer.

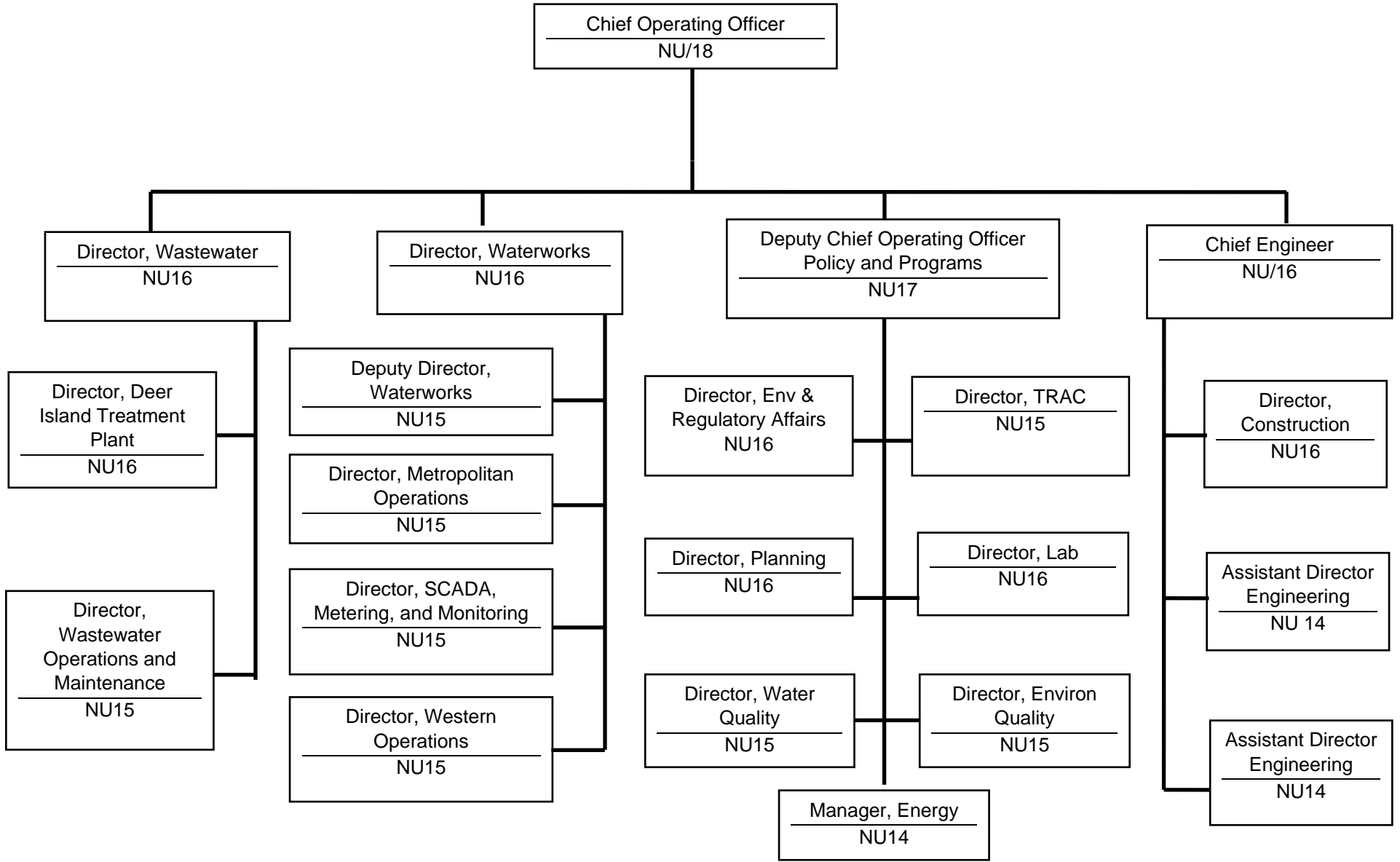
Staff anticipate returning to the Board with additional proposals or recommendations on the Operations Division structure and programs after Ms. Murtagh, along with the two Deputy Chief Operating Officers, have had an opportunity to review the Division's structure, functions and programs.

**ATTACHMENT:**

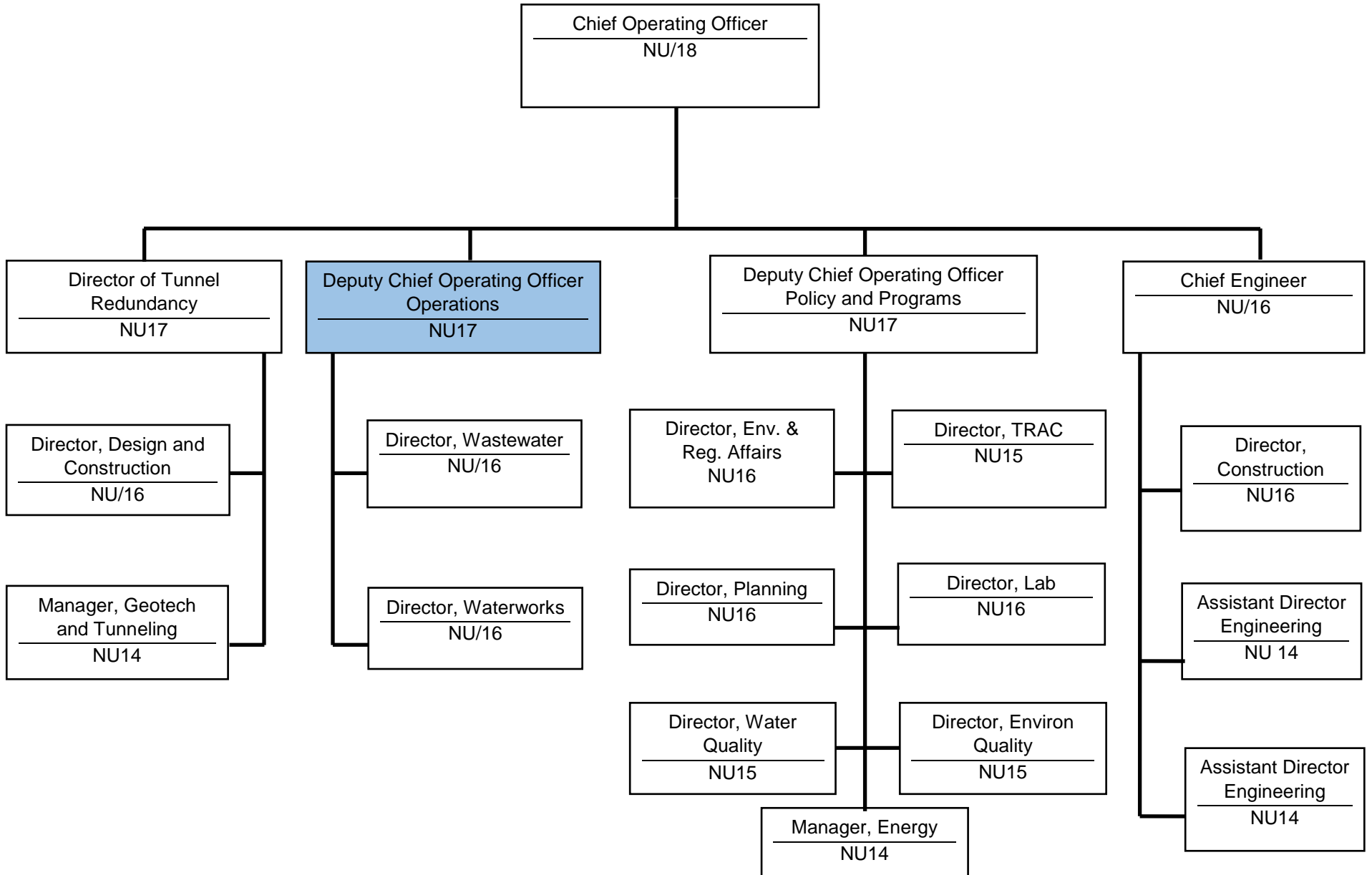
Attachment A: Current Operations Organization Chart

Attachment B: Proposed Operations Organization Chart

**Attachment A  
Current Operations Division  
Organization Chart  
May 2025**



**Attachment B  
Proposed Operations Division  
Re-Organization Chart  
May 2025**



**STAFF SUMMARY**

**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director  
**DATE:** May 21, 2025  
**SUBJECT:** Appointment of Chief Operating Officer



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**COMMITTEE:** Personnel and Compensation

       INFORMATION  
  X   VOTE

*Related to the recommendation of Ms. Kathleen Murtagh as the Chief Operating Officer, staff are recommending certain Operations Division organizational changes. One of those changes is the creation of a Deputy Chief Operating Officer, Operations, to complement the existing Deputy Chief Operating Officer whose focus is programs, policy and planning. That recommended change is included in the Position Control Register Amendments Staff Summary. In addition, it is recommended that the Chief Engineer continue to report directly to the Chief Operating Officer and the Metropolitan Tunnel Redundancy Program, which currently reports to the Executive Director, also report to the Chief Operating Officer.*

**RECOMMENDATION:**

To approve the appointment of Ms. Kathleen M. Murtagh to the position of Chief Operating Officer (Non-Union Grade 18) at annual salary of \$248,000 and to authorize the Executive Director, on behalf of the Authority, to enter into an employment contract with Kathleen M. Murtagh to provide her services to the Authority for a three-year period, commencing on a date to be determined by the Executive Director.

**DISCUSSION:**

In 2000, MWRA re-organized to create the Operations Division combining the then separate functions of the Water and Wastewater Divisions into a single, centralized Operations Division. The Chief Operating Officer directs Operations and is responsible for all water and wastewater operations and service delivery, planning, design and construction and start-up of capital construction projects. This successful model provides leadership within the operating areas to achieve high quality service, cost effectiveness, consistency and accountability.

David Coppes has been the Chief Operating Officer since 2018. The position will become vacant upon Mr. Coppes' retirement in July 2025 and Ms. Kathleen Murtagh is recommended to fill this position.

Ms. Murtagh brings over 35 years of geotechnical engineering and leadership experience as well as extensive experience managing large, complex projects. That experience includes designing and building water and wastewater infrastructure projects, including tunnels, pipelines, tanks and water and wastewater plants, giving her a broad understanding of water and wastewater

systems and operations. Her early career included work on the Boston Harbor Project and for over 35 years her focus has included the design, construction and rehabilitation of water and wastewater facilities throughout the United States. Those projects ranged from construction of new large water treatment plants for New York City and in Texas; the expansion and rehabilitation of regional water and wastewater treatments plants in Massachusetts, Rhode Island, Connecticut, New York and New Jersey; and large diameter conveyance and transmission systems in North Carolina, Georgia, Michigan and Illinois.

Ms. Murtagh is MWRA's first and only Director of Tunnel Redundancy, a position created in 2018 to oversee the design, construction, engineering and procurement tasks associated with the Metropolitan Tunnel Redundancy Project. This critical water project will address the lack of redundancy for the City Tunnel (1950); City Tunnel Extension (1963) and Dorchester Tunnel (1976) by providing provide reliable, high quality redundancy to the Metropolitan Water System that will benefit future generations. Ms. Murtagh was recruited to fill this critical role largely because of her extraordinary leadership skills, exceptional management skills, extensive knowledge and experience, decision-making ability and problem solving skills. Since taking this role, Ms. Murtagh has built a highly qualified team while advancing the project to final design. Her work has also included extensive community and stakeholder outreach.

Prior to joining MWRA, Ms. Murtagh worked at CDM Smith in positions of increasing responsibility, including as a geotechnical engineer, project manager, group manager, technical services manager, quality manager, discipline leader, principal, associate and vice president, where she worked on, managed, oversaw or directed a broad range of civil engineering projects and staff. Prior to her employment at CDM Smith, Ms. Murtagh worked as a Geotechnical Engineer at Haley and Aldrich, Inc.

Ms. Murtagh has served in multiple staff management roles overseeing up to 30 technical staff throughout the eastern US. Her responsibilities have included overseeing all aspects of hiring, performance management/appraisals, work distribution, utilization, training, and quality management. In her role as the Division Quality Manager for a group of approximately 60 geotechnical professional staff, she established quality procedures and standards for calculation and field logs, reports, technical specification, and document management. She also established and lead CDM Smith's in-house Geotechnical Loss Prevention Training Programs (a.k.a. risk management training) for over a decade.

On two critical occasions, MWRA has relied on Ms. Murtagh's experience, leadership and expertise to respond to significant water system operational impacts. In response to the May 2010 Shaft 5 water break, MWRA's largest water supply interruption, MWRA relied on Ms. Murtagh for expert guidance on the geotechnical aspects of pipeline designs, soil structure interaction, dewatering and risk management. This guidance was a critical component of MWRA's response.

In 2024, a private geothermal well contractor drilled into the Dorchester Tunnel. MWRA's response to this incident was successful because of staff expertise, regular system preventative maintenance, drilling and training, long-term emergency response planning and community partnerships. MWRA staff quickly responded to this incident to maintain critical water supply while evaluating and developing a repair. Ms. Murtagh's experience, expertise and network proved an invaluable piece of that response as she successfully oversaw the repair design and implementation.

While Ms. Murtagh has not worked directly in day-to-day water and wastewater operations, her experience and expertise in designing and building water and wastewater projects related to tunnels, pipelines, buildings, retaining structures, water and wastewater treatment plants and geothermal systems give her significant foundational knowledge and understanding of how those systems operate. That, combined with her keen intellect, will enable her to get up to speed very quickly on MWRA's day-to-day water and wastewater operations. Her extensive design and construction experience will also provide a valuable new perspective on MWRA's Capital Improvement Program.

Ms. Murtagh also brings experience in staff professional development, including establishing career path and core-training curriculum, at a timely moment as MWRA continues to emphasize professional skills and capabilities development, mentorship and career path development as key long-term components of long-term succession planning.

Ms. Murtagh is highly regarded by her colleagues in senior management for her conceptual and strategic planning skills and for her leadership on the critical tunnel redundancy and emergency response work.

Ms. Murtagh also served on the Massachusetts Department of Transportation (MassDOT) Board of Directors from 2018 to 2023. She holds a Bachelor's degree in Civil Engineering from the University of New Hampshire and a Master's degree in Civil Engineering from Virginia Polytechnic Institute and State University. Ms. Murtagh is a registered Professional Engineer in Massachusetts.

The proposed employment contract is for a three-year term. Ms. Murtagh will be subject to annual performance reviews by the Executive Director. Extensions of the term of the contract and salary adjustments will be subject to Executive Director recommendation and Board approval. The contract will not include a car allowance. Among other employment benefits, Ms. Murtagh will be entitled to five weeks of annual vacation time.

**BUDGET/FISCAL IMPACTS:** There are sufficient funds for this position in the FY25 Approved and FY26 Draft Final Current Expense Budgets. Ms. Murtagh will not receive the 2% salary adjustment for non-union managers that the Board authorized commencing the first pay period of FY26.

**ATTACHMENTS:**

Resume of Kathleen M. Murtagh  
Position Description  
Organization Chart

## Kathleen M. Murtagh, P.E.

Ms. Murtagh has over 35 years of engineering experience in a broad range of civil engineering projects. She has experience in projects related to tunnels, pipelines, water and wastewater treatment plants, buildings, retaining structures, landfills, tanks, waterfront structures, recreational facilities, and geothermal systems. She has served as the program manager, project manager, engineer of record, and technical reviewer responsible for design and construction of numerous projects.

### Professional Experience

#### **Director, Tunnel Redundancy Program**

**Massachusetts Water Resources Authority, Boston, MA. June 2018 – present**

Ms. Murtagh is responsible for MWRA's Metropolitan Tunnel Redundancy Program, which includes the construction of approximately 15 miles of new deep rock tunnels to provide redundancy to the existing City Tunnel, City Tunnel Extension and Dorchester Tunnel. This Program is critical to ensure reliable water service to metropolitan Boston. Ms. Murtagh directs all aspects of the Tunnel Program management including budgeting, planning, design, construction, procurement, outreach, and communications. She communicates and maintains relationships with all key stakeholders for the Program. She also manages the Tunnel Department staff and coordinates activities with other MWRA divisions and departments to ensure the goals, objectives and strategies of the Program are achieved.

Under Ms. Murtagh's leadership, the Tunnel Program has successfully advanced from concept design, through preliminary design and environmental reviews and into final design. A detailed Program schedule has been established with critical path activities progressing accordingly. Community outreach and stakeholder engagement has been robust.

#### **Vice President**

**CDM Smith, Boston MA. July 1997 – May 2018**

Through her career at CDM Smith, Ms. Murtagh served in several roles with progressively increased responsibility including geotechnical engineer, project manager, group manager, technical services manager, quality manager, discipline leader, principal, associate and vice president. She served as the project manager and geotechnical engineer of record on numerous projects related to water and wastewater treatment plants, tunnels, pipelines, tanks, buildings, retaining structures, landfills, and waterfront structures throughout the US. Most of her experience involved the design and construction of new and rehabilitation of existing water and wastewater infrastructure. Her expertise was often sought after to solve complex design and construction issues including executing challenging construction projects at facilities while maintaining essential operations. Ms. Murtagh's experience extends to alternative delivery methods including design build and construction management at risk.

Ms. Murtagh served as the geotechnical discipline leader where she establish staff career path and core training curriculum. She served as the geotechnical division quality manager where she established quality management and risk management programs and training.

In addition, she was instrumental in establishing a new professional recruiting, hiring, and onboarding program for the geotechnical division.

### **Geotechnical Engineer**

**Haley & Aldrich, Boston, MA. June 1990 – June 1997**

Ms. Murtagh served as the field engineer and project engineer on a variety of projects. Ms. Murtagh's experience included determining foundation design requirements and evaluating geotechnical aspects of site development for a variety of projects. She has extensive experience with designing and installing temporary excavation support systems; deep excavations; design and construction of retaining walls; trenchless pipe installation methods; and many types of deep and shallow foundations, including piles, drilled shafts, and spread footing foundations.

### **Education**

**M.S. - Civil Engineering**, Virginia Polytechnic Institute and State University, 1989

**B.S. - Civil Engineering**, University of New Hampshire, 1988

### **Registration**

**Professional Engineer:** Massachusetts

### **Boards**

**Board of Directors**, Massachusetts Department of Transportation, December 2018 – June 2023

**Advisory Board Member**, University of New Hampshire, Civil and Environmental Engineering Department, August 2021 - present

### **Professional Activities**

**Boston Society of Civil Engineers**, Member since 1990

Past Chair for the Geo-Institute Executive Committee

Past Nominating Committee Member

**American Society of Civil Engineers**, Member since 1990

**American Water Works Association**, Member since 2018

**Underground Construction Association**, Member since 2018

**Soil and Rock America (SARA) Conference**, Organizing Committee Member 2003

**North American Tunneling Conference**, Organizing Committee Member, 2020-2024

**MWRA  
POSITION DESCRIPTION**

**POSITION:** Chief Operating Officer

**DIVISION:** Executive Office

**DEPARTMENT:** Office of Executive Director

**BASIC PURPOSE:**

Directs MWRA operating and engineering activities of the following departments; Engineering and Construction, Wastewater Operations, Metropolitan Maintenance, Water Operation and Maintenance, SCADA, Operations Engineering, Western Operations, Wastewater Treatment, Tunnel Redundancy, Facilities Management and Policy & Administration.

**SUPERVISION RECEIVED:**

Reports directly to and acts under the supervision of the Executive Director.

**SUPERVISION EXERCISED:**

Exercises supervision of approximately 950 operations positions.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Directs the efficient operation and maintenance of MWRA facilities to meet the MWRA service mission, as a best practice utility, of providing adequate quantities of safe high quality drinking water, collecting and treating wastewater and meeting the highest standard of all regulatory requirements and customer expectations.
- Directs the efficient and cost-effective planning and execution of capital investment programs and projects to maintain and improve MWRA facilities.
- Directs the stewardship of MWRA physical and plant assets, including asset operating and maintenance conditions.
- Directs MWRA emergency preparations and response regarding the system.
- Oversees the development of materials prepared for presentation to MWRA's Board of Directors, Advisory Board and outside entities.
- Develops programs and policies and undertakes special assignments and projects within the operations area under the supervision and guidance of the Executive Director.

- Directs the impacts of MWRA operations and construction on community water/sewer systems, through coordination with community system managers and the Advisory Board Operations Committee.
- Works collegially with and ensures coordination with other MWRA divisions and departments and advances the goals, objectives and strategies of the MWRA business plan.
- Leads and directs the goals and commitments of MWRA in the areas of customer service, diversity and affirmative action, economy and efficiency, health and safety, emergency response and security, and integrity and public trust.
- Manages the Department in a manner that is consistent with MWRA's goals of Diversity, Equity, and Inclusion.

**SECONDARY DUTIES:**

- Performs related duties as required.

**MINIMUM QUALIFICATIONS:**

Education and Experience:

- (A) A Bachelor's degree in sanitary, civil or mechanical engineering or related field is required. Advanced degree or other significant post-graduate educational experience in an engineering discipline is preferred; and
- (B) At least ten (10) years of demonstrated success in progressively responsible management positions in operations, maintenance and/or construction functions relating to water/wastewater service delivery; and
- (C) Other combinations of educational and professional credentials and senior operations-management-construction experience in the water/wastewater sector will also be considered.

Necessary Knowledge, Skills and Abilities:

- (A) Expert familiarity and management competence in the operation, maintenance and construction of water and wastewater facilities and systems.
- (B) Ability to provide technical leadership to subordinate employees in the areas under supervision and inspire confidence in customers and the general public.
- (C) Excellent interpersonal, oral and written communications skills required.

### **SPECIAL REQUIREMENTS:**

A valid Massachusetts Class D Motor Vehicle Operators License.

Registered Massachusetts Professional Engineer license is required.

Must be available for on-call assignments and to respond to emergencies on a 24/7 basis. An MWRA domicile vehicle may be provided.

### **TOOLS AND EQUIPMENT USED:**

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

### **PHYSICAL DEMANDS:**

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

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

There are no requirements that weight be lifted or force be exerted in the performance of this job. Specific vision abilities required by this job include close vision, and the ability to adjust focus.

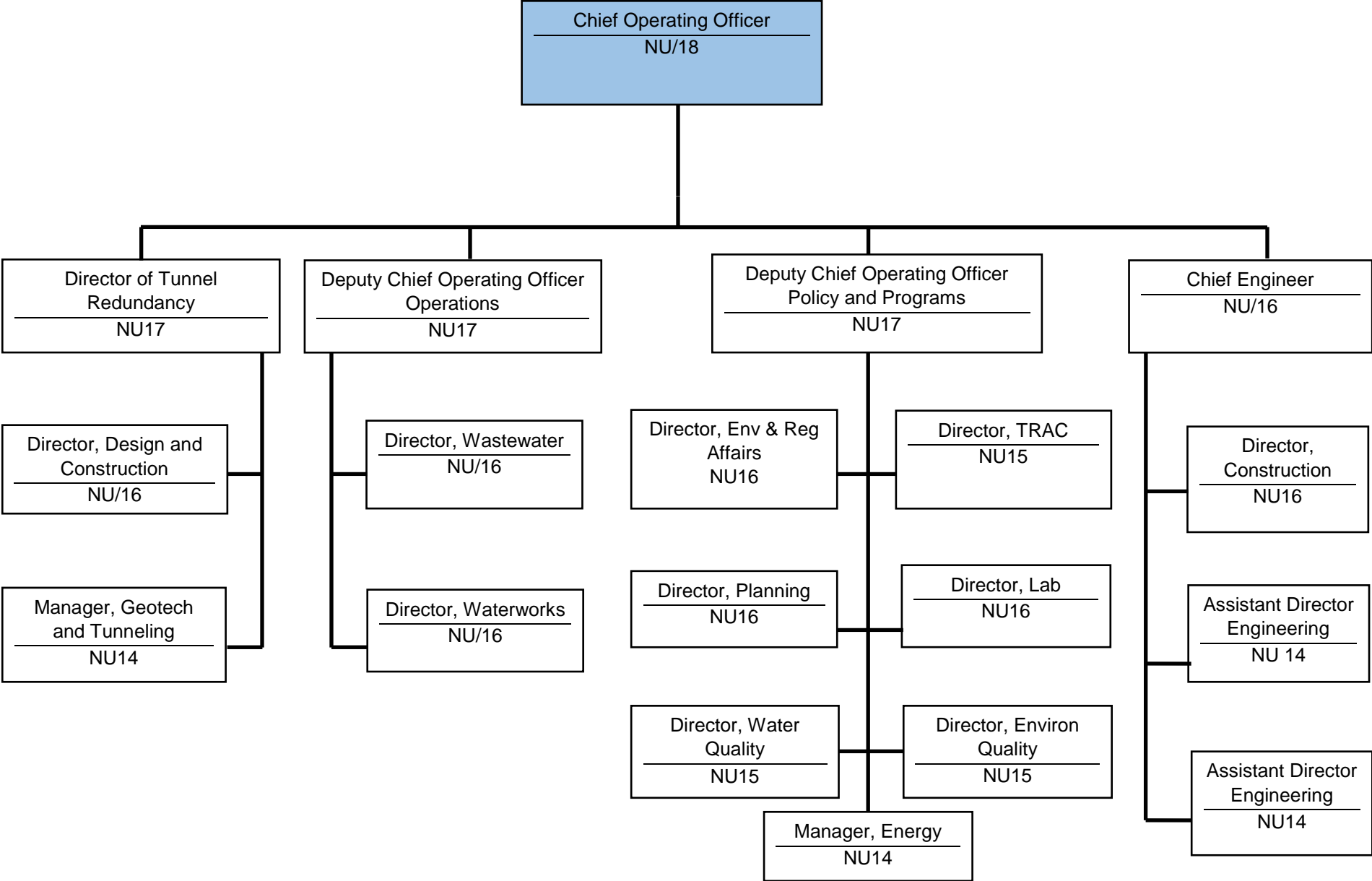
### **WORK ENVIRONMENT:**

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

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

**May 2025**

**Operations Division  
Organization Chart  
May 2025**



**STAFF SUMMARY**

**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director  
**DATE:** May 21, 2025  
**SUBJECT:** Appointment of Deputy Director, Deer Island Maintenance  
Operations Division




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COMMITTEE: Personnel & Compensation

     INFORMATION  
  X   VOTE

David F. Duest, Director, Deer Island Treatment Plant  
Stephen D. Cullen, Director, Wastewater  
Wendy Chu, Director, Human Resources  
Preparer/Title

  
David W. Coppes, P.E.  
Chief Operating Officer

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**RECOMMENDATION:**

To approve the appointment of Mr. Timothy J. Jonah to the position of Deputy Director, Maintenance (Non-Union, Grade 15) at Deer Island at the recommended annual salary of \$173,251 commencing on a date to be determined by the Executive Director.

**DISCUSSION:**

The position of Deputy Director, Maintenance at Deer Island became vacant upon the retirement of the incumbent. The Deputy Director, Maintenance position reports to the Director of the Deer Island Treatment Plant. This position is responsible for the asset management and the maintenance programs of the Deer Island Treatment Plant facilities and equipment, directing the work of 140 staff, including the trades groups, planners and schedulers and condition monitoring groups. Trades groups at Deer Island include HVAC technicians, electricians, plumbers, mechanics, instrumentation specialists, machinists, welders, building and grounds staff, facilities staff, and heavy equipment operators. The maintenance program of the now 30-year old Deer Island Treatment Plant is a critically important function that must be directly managed on a short-term and long-term basis in conjunction with the Capital Engineering group.

**Selection Process**

The position was posted internally. Two qualified candidates were identified and referred for interviews. The candidates were interviewed by the Director of the Deer Island Treatment Plant, the Director of Wastewater and the Chief Diversity and Equity Officer. Upon completion of the interviews, Mr. Timothy Jonah was unanimously chosen as the best candidate for the position based upon his education and experience, coupled with his knowledge of the industry, and understanding of the position requirements and priorities as demonstrated during the interview.

Mr. Jonah currently holds the position of Asset Manager, which he has held since July 2015. This position is responsible for overseeing the planning, sourcing and kitting of materials, and scheduling of over 38,000 preventative, predictive, condition-based, and corrective maintenance work orders per year for the maintenance department at Deer Island. As Asset Manager, Mr. Jonah

led a team of technical staff on the upgrade and implementation of the Maximo maintenance system for the Operations Division and expanded its usage throughout the MWRA. He assisted in the development of the maintenance department current expense budget and the Deer Island capital replacement program. Mr. Jonah has extensive experience in reliability centered maintenance (RCM) being one of the MWRA's original RCM facilitators and has extensive knowledge of the Deer Island's Facility Asset Management Program. Mr. Jonah's team prepares the Orange and Yellow Notebook pages for Deer Island Maintenance and has updated the performance metrics during his time as Asset Manager. Mr. Jonah has 30 years of experience in maintenance at MWRA and has held positions of increasing responsibility.

Mr. Jonah has developed and implemented a number of maintenance improvements and initiatives that have resulted in cost savings and improved equipment performance. One recent improvement involved working with the MWRA Energy Team to install variable frequency drives on Deer Island Residuals complex service water booster pumps resulting in a 47% reduction in annual energy consumption and a rebate from the utility company. His broad asset management and maintenance knowledge and extensive experience make him uniquely qualified to fill this important position.

Mr. Jonah holds a Bachelor of Science in Operations Management and a Master of Business Administration, both from Bridgewater State University, both of which he earned while working at MWRA full time. He is a Certified RCM Facilitator, a Certified Vibration Analyst Level 1, and he holds a Grade 4 Municipal Wastewater Operator's license. He is a member of MWRA's Emergency Response Team, is 40-hour HAZWOPER (Hazardous Waste Operator) certified and 24-hour First Responder certified, and regularly plays an active role in Deer Island's Emergency Operations Center.

**BUDGET/FISCAL IMPACT:**

There are sufficient funds for this position in the FY25 Approved and FY26 Draft Final Current Expense Budgets.

**ATTACHMENTS:**

Resume of Timothy J. Jonah  
Position Description  
Organization Chart

# TIMOTHY J. JONAH

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## SUMMARY OF QUALIFICATIONS

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- 30 years of maintaining mechanical systems for industrial laboratories, office space and wastewater treatment plant in a campus setting.
  - Contributor to Facilities Asset Management Program (FAMP) and Reliability Centered Maintenance (RCM) programs creating and implementing best maintenance practices maximizing asset life cycles.
  - Ability to analyze workforce, identify training needs improving workforce efficiency and effectiveness.
- Extensive knowledge of public procurement policies, processes and regulations.
  - Collaborate with Management and Procurement staff estimating, writing critical memos, requisitions, sole-sources, specifications, reviewing bid solicitations, writing approval Memos and Staff Summaries.
  - Write specifications, project management and acceptance for Chapter 30 and 149 materials and services.
- MA EMT-B and OSHA certified in industrial Haz-Mat mitigation and emergency medical response.

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## KEY ACCOMPLISHMENTS / PROJECTS

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- Key Projects:
  - Ch. 30 Contract S607 Reline Sodium Hypochlorite West Day Tank 1 at DITP.
  - Ch. 30 Contract S548 Various Insulation Repairs DITP.
- Implementation of Maximo 7.6 at the Clinton Advanced Wastewater Treatment Plant.
- Development of Maintenance Standard Operating Procedures and Job-Aids for Maximo.
- Member of management team overseeing \$60m Primary and Secondary Clarifier rehabilitation project.
- Oversaw project initiation, sourcing and engineering approvals for DITP Grit Classifier modifications.
- Captain for Deer Island Treatment Plant's Emergency Response Team (ERT) for Haz-Mat and medical response.

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## PROFESSIONAL EXPERIENCE

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### **MASSACHUSETTS WATER RESOURCES AUTHORITY, BOSTON, MA**

#### **Assets Manager-MWRA Wastewater Collection and Treatment**

July 2015 – Present

- Interview, hire, evaluate and exercise supervision of 1 Work Coordination Center Manager, 6 Planning & Scheduling Coordinators & 1 Work Order Coordinators.
- Oversee planning, material sourcing and acquisition and scheduling of over 38,000 Preventive, Predictive, Condition-Based, and Corrective Maintenance work orders per-year for over 140 maintenance trade-staff.
- Assist in development and monitor DITP's yearly maintenance budget for materials and services of \$17.4m.
- Work in conjunction with the DITP's Deputy Director of Maintenance to implement best maintenance practices.
- Act on behalf of DITP's Deputy Director of Maintenance in his and the Maintenance Manager's absence.
- Work with Clinton Management staff on the oversight of Preventative, Corrective and Service Work Orders as well as the continued implementation of Maximo at the Clinton Advanced Wastewater Treatment Plant.
- Meet with Planning and Scheduling Coordinators and other end users across MWRA to determine Maximo defects, enhancements or new requirements, then work with IT / MIS to develop and implement solutions.
- Responsible to develop and implement overall asset management program across MWRA including; enterprise asset management, metric development, condition monitoring and Reliability Centered Maintenance programs
- Assist IT / MIS with SAP (Crystal) Reports in gathering requirements, development and approvals.
- Co-Project Manager of Maximo 5.2 to 7.6 Upgrade (Completed 2018). Project highlights and responsibilities:
  - Combine two Maximo instances into a single Instance and add 4 new sites (7 sites total at Project end).
  - Migrate external Small Asset Tracking Systems for Lab, IT and Property Pass Assets into Maximo 7.6.
  - Define and approve requirements Calibration, Purchasing, Scheduler and Spatial/GIS functionality.
  - Reconfiguration of Maximo Asset Management workflows for consist use of Maximo across MWRA.
  - Increase use of Capital and Current Expense Vendor Service Contract Management in Maximo 7.6.
  - Assist MWRA IT / MIS and Maximo consultant in the redesign of Employee, Item Number, Process Information (Run Hours), Purchasing, Storeroom information and Vehicle Mileage Interfaces.

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#### **Acting Area Manager Residuals-Deer Island Maintenance**

March 2014 – June 2014

- Provide Direct Leadership and Management oversight for 2 Unit Supervisors and 15 trade-staff personnel.

**Planning & Scheduling Coordinator-Deer Island Work Coordination** June 2006 – July 2015

- Working with Maximo, computerized maintenance management system (CMMS) ver. 5.2 in collaboration with DITP staff managing QA/QC, Preventive, Predictive, Condition-Based and Corrective Maintenance.
- Enter data, monitor backlog, staffing requirements, trade-staff capabilities, and prepare work schedules based on priorities, available personnel, skill-sets and materials to meet internal goals and industry benchmarks.
- Assist Area, Assets Manager and Unit Supervisors with developing CEB and CIP budgets for DITP Liquid Train.
- Coordinate and implement Reliability Center Maintenance (RCM) in the field and in Maximo.
- Direct 3 Unit Supervisors and 20 trade staff in the absence of the Area Manager.

**HVAC Specialist-Deer Island Maintenance** April 1995 – July 2006

- Assisted with start-up of the DITP's HVAC, Refrigerant carrying equipment and Energy Management Systems.
- Perform various repairs and preventive maintenance on refrigerant and non-refrigerant equipment.

**BAY COLONY ASSOCIATES, DORCHESTER, MA****Sergeant / Supervisor – Armed Security Officer** October 2014 – Present

- Supervise staff of up to 4 armed and / or unarmed security officers depending on shift staffing.
- Maintain a presence and perform directed patrol of campus consisting of a hotel, candy house, and bowling center to deter and prevent crime.
- Act as the Director of Safety / Security in the absence of the Director of Safety / Security making schedules and processing payroll.

**E D U C A T I O N**

**Master's in Business Administration (MBA), Business Management, 3.35 GPA** 2015  
Bridgewater State University, Bridgewater, MA

**Bachelor of Science, Operations Management (Cum Laude)** 2009  
Bridgewater State College, Bridgewater, MA

**Oil Burner Technician Certificate** 1996  
New England Fuel Institute, Watertown, MA

**Refrigeration Technician Certificate (Dean's List)** 1993  
Northeast Institute of Industrial Technology, Boston, MA

**L I C E N S E S A N D C E R T I F I C A T I O N S**

- Massachusetts Grade 4 Wastewater Certification
- Massachusetts Oil Burner Technician, Refrigeration Technician with EPA Certification in Refrigerant Recovery
- ISO 18436-2 Level I Vibration Certification
- Massachusetts Certified EMT-Basic and CPR/AED Certified, OSHA 24 - Hour Haz-Mat First Responder
- OSHA 40 - Hour Haz-Mat Worker, OSHA 10 - Hour Construction Safety Training
- FAA Private Pilot - Single Engine Land with a Complex (Retractable Landing Gear) endorsement

**P R O F E S S I O N A L A F F I L I A T I O N S**

- 2015 - Present Northeast Maximo Users Group (NeMUG).
- 2012 - 2015 Cathedral Ledge Resort, Bartlett, NH Board of Directors - Member.
- 1996 - 2009 Metropolitan Yacht Club, Braintree, MA Board of Trustees - Trustee.

**C O M M U N I T Y A C T I V I T I E S**

- 2002 - 2017 Town of Rockland volunteering as an auxiliary police officer.

**P R E S E N T A T I O N S / R E S E A R C H**

- 2015: "Challenges Combining the MWRA's Multi-Org, Multi-Site Instance of Maximo 5.2 to a Single Org, Multi-Site Instance of Maximo 7.6," T. Jonah, New England Maximo Users Group (NEMUG).

**MWRA  
POSITION DESCRIPTION**

**POSITION:** Deputy Director, Maintenance

**PCR#:** 2915013

**DIVISION:** Operations

**DEPARTMENT:** Deer Island Directors Office

**BASIC PURPOSE:**

Directs and manages the efficient, cost-effective maintenance programs that services the Deer Island Wastewater Treatment Plant. Manages and provides the maintenance staff with necessary resources and support while contributing to the mission of the Authority.

**SUPERVISION RECEIVED:**

Works under the direct supervision of the Director of Deer Island.

**SUPERVISION EXERCISED:**

Exercises close supervision over the Manager, Maintenance (Deer Island) and Assets Manager and provides direction and supervisory support to a number of Area Managers and a Facilities Manager within the Maintenance Department.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Manages all aspects of the Maintenance program for Deer Island relative to preventive, corrective and emergency maintenance activities with special emphasis on predictive maintenance, equipment availability goals, including the development of staffing requirements and oversight of staff performance.
- Coordinates with the Operations group to ensure that maintenance work is properly prioritized. Works with all Deer Island Department Managers to ensure the success of the plant mission.
- Directs the continual upgrading and improvement of the computerized maintenance management program and maintenance service contracts.
- Directs and continuously improves upon the Reliability Centered Maintenance (RCM) program.
- Works with the Capital Engineering group to develop long-range maintenance

strategies and the capital improvement plan and special projects.

- Directs the maintenance department's safety program, enforces safety procedures instituted by the MWRA, maximizes employee training and involvement, supports the plant-wide safety program and makes safety inspections a part of daily business within the Maintenance Department. Serves as a member of the Deer Island Safety Board and Safety Committee.
- Directs and implements all work rules to ensure consistency and uniformity in accordance with established Authority policies and procedures.
- Responsible for ensuring all equipment, facilities, and staff are prepared to meet all regulatory requirements including but not limited to the NPDES, Title V Air Permit, Storm water Permits, Insurance requirements and Hazardous Material Handling Permits issued by United States Environmental Protection Agency (EPA), Massachusetts Department of Environmental Protection (DEP, Coast Guard or other regulatory or support agencies. Ensures all building systems and occupancy permits are up to date.
- Directs Safety, Security, and/or Emergency situations (collaborating with Security and Occupational Health and Safety departments as needed) that require investigation and/or Senior Management attention including all drills, inspection and/or introduction of new processes.
- Develops current and capital expense budgeting requirements including material, contract services, training, staffing and rehabilitation/replacement contracts, reviewing all variances as budgeting years progress.
- Reviews and approves staff recommendations regarding any proposed modifications to plant and facilities receiving all necessary approvals prior to implementing.
- Works with Division and Authority-wide managers to obtain and provide service as required.
- Provides opportunities for technical, supervisory and managerial training and other educational opportunities for all maintenance employees. Encourages staff to take advantage of MWRA training programs to promote succession planning.
- Reviews and approves reports and budgets prepared by staff.
- Provides technical project and/or contract summaries to be presented to the Board of Directors for funding approval.
- Oversees successful administration of collective bargaining agreement provisions and serves as Step I Grievance Hearing Officer. Hears disciplinary actions. Serves

on the management negotiation committee when selected for collective bargaining contract renewals.

- Reviews employee performance according to Authority procedures.
- Manages the Department in a manner that is consistent with MWRA's goals of Diversity, Equity, and Inclusion.

**SECONDARY DUTIES:**

- Leads the Plant's Emergency Operations Center when required.
- Performs other related duties as required.

**MINIMUM QUALIFICATIONS:**

Education and Experience:

- A. A Bachelor's degree in business, plant management, environmental, chemical, civil or mechanical engineering or a related field; and
- B. At least ten (10) years of wastewater/water treatment maintenance experience, of which at least five (5) years must be in the management of a large maintenance workforce with multiple supervisory levels; and
- C. Proven knowledge of maintenance strategies including but not limited to Reliability Centered Maintenance, Condition Monitoring (Oil, Vibration and Acoustic Ultra Sonic Analysis and Laser Alignment). Total Productive Maintenance and/or Original Equipment Manufacturer processes; or
- D. Any equivalent combination of education and experience.

Necessary Knowledge, Skills and Abilities:

- (A) Excellent working knowledge of the systems and equipment associated with a large wastewater treatment facility including safety programs.
- (B) Working knowledge of computerized maintenance management systems and procedures and computerized maintenance management and inventory control systems.
- (C) Familiarity with personal computers and associated software programs.

- (D) Experience in a unionized diverse work environment required.
- (E) Excellent interpersonal, written and oral communications skills.
- (F) Demonstrated ability to plan, organize, direct, train and assign duties to subordinates.

**SPECIAL REQUIREMENTS:**

- (A) A valid Massachusetts Class D motor vehicle Operator's license.
- (B) At least a Grade 4 Massachusetts Wastewater Treatment Plant Operator's license; higher grade wastewater license is preferred.
- (C) Professional Engineer's license preferred.
- (D) Required to be part of an on-call rotation for emergencies and severe weather events 24 hours per day, 7 days per week using a domicile vehicle.

**TOOLS AND EQUIPMENT USED:**

Office machines 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 the job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the essential functions 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 regularly is required to stand or talk or hear. The employee is occasionally required to walk, sit, climb or balance, stoop, kneel, crouch, or crawl. The employee must frequently lift and/or move up to 10 pounds, occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, depth perception, and the ability to adjust focus.

**WORK ENVIRONMENT:**

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

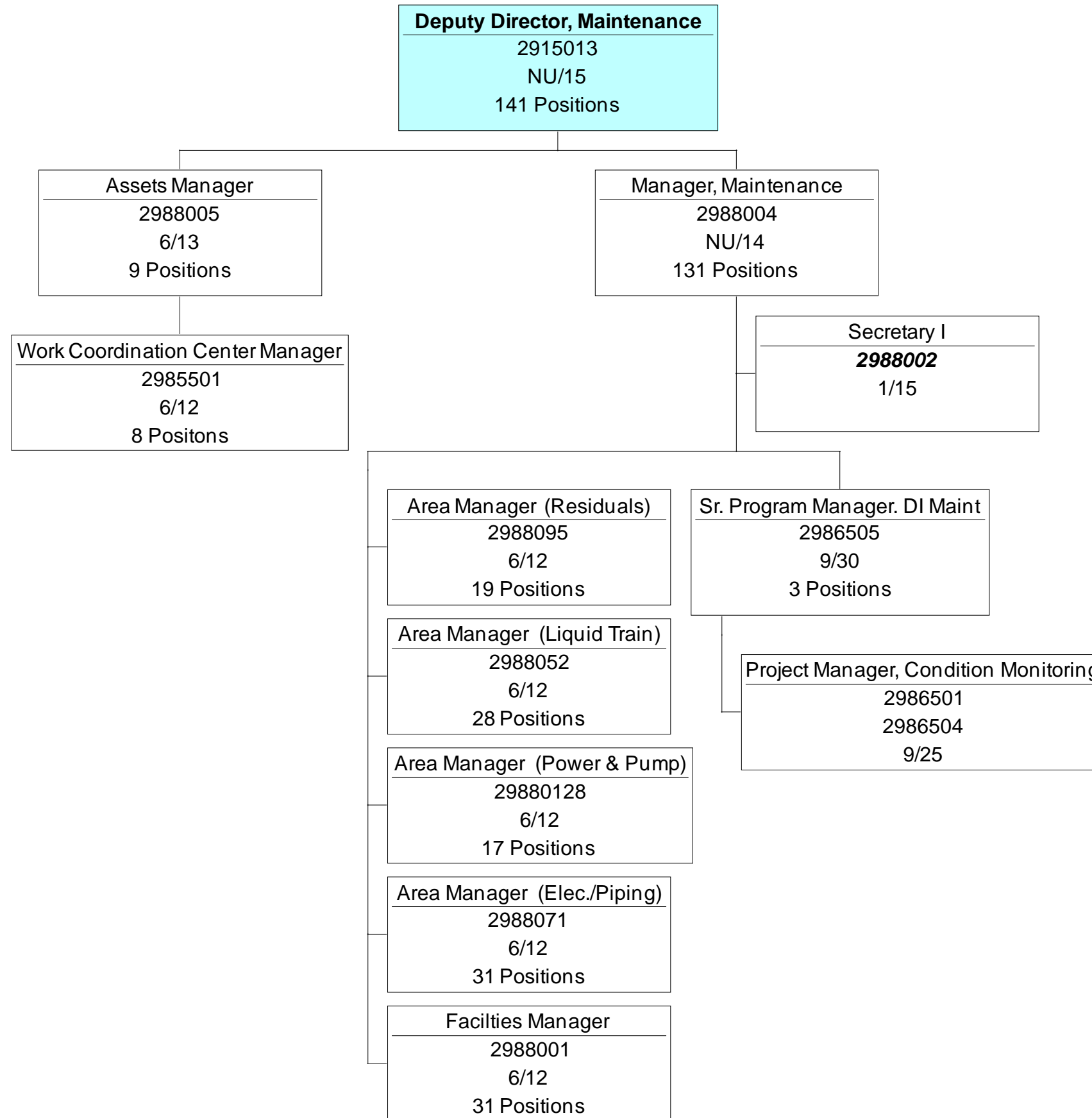
While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee works near moving mechanical parts is occasionally

exposed to wet and/or humid conditions. The employee is occasionally exposed to fumes and airborne particles, toxic or caustic chemicals, and risk of electric shock.

The noise level in the work environment is moderately quiet.

**March 2025**

Operations-Wastewater Treatment  
**Deer Island - Maintenance**  
Through April 29, 2025



**STAFF SUMMARY**

**TO:** Board of Directors  
**FROM:** Frederick A. Laskey, Executive Director  
**DATE:** May 21, 2025  
**SUBJECT:** Appointment of Manager, Workplace Investigations




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**COMMITTEE:** Personnel & Compensation

       INFORMATION  
  X   VOTE

Wendy Chu, Director, Human Resources  
Preparer/Title

  
Michele S. Gillen  
Director, Administration

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**RECOMMENDATION:**

To approve the appointment of Ms. Shari Ariail to the position of Manager, Workplace Investigations (Non-Union, Grade 14) in the Administration Division, at an annual salary of \$146,250.00, commencing on a date to be determined by the Executive Director.

**DISCUSSION:**

The Manager, Workplace Investigations serves as the Authority’s lead investigator for all employee workplace investigations, including but not limited to employee misconduct, rule or policy violations, workplace discrimination or harassment, and any other unprofessional or inappropriate workplace behavior. The position (previously called Manager, Human Resources Operations) became vacant upon the resignation of the incumbent in October 2024. It is one of six non-union manager positions that report directly to the Director of Human Resources.

**SELECTION PROCESS:**

This position was posted internally and externally. The Authority received 131 applications for the position. Eight external candidates were referred for an interview. The selection committee was comprised of the Director of Human Resources, the Associate General Counsel, Labor & Employment, and the Associate Special Assistant for Affirmative Action and Compliance.

Ms. Shari Ariail is the recommended candidate for this position based on her experience, knowledge, skills, and abilities.

Mr. Ariail is an experienced attorney and has practiced in the areas of labor, employment, and civil rights law for almost her entire legal career (approximately 35 years). In all of her legal positions, she has conducted investigative work in some capacity, whether conducting investigations, reviewing and/or advising on clients’ investigations, or preparing cases for litigation. During the course of her career, she has conducted hundreds of workplace investigations, approximately 90% of which involved allegations of discrimination, harassment,

sexual harassment, and/or retaliation.

Among her past professional experience are four years as a Senior Civil Rights Investigator for the U.S. Department of Justice and over two years as a Civil Rights Attorney for the U.S. Department of Education. She has also worked in private practice for large, global law firms, as well as smaller boutique firms, that specialize in labor and employment law. Through these experiences, Ms. Ariail has developed a thorough knowledge of anti-discrimination laws, a strong understanding of industry best practices for conducting workplace investigations, and the critical thinking skills needed to analyze and assess evidence and draw conclusions based on such evidence.

Ms. Ariail holds a Bachelor of Arts degree in Psychology and Politics from Brandeis University and a Juris Doctor from Case Western Reserve University School of Law. She is a member of the Association of Workplace Investigators, Boston Chapter and admitted to practice in Massachusetts and Washington.

**BUDGET/FISCAL IMPACTS:**

There are sufficient funds for this position in the Administration Division's FY25 Approved and FY26 Draft Final Current Expense Budgets.

**ATTACHMENTS:**

- Resume of Shari Ariail
- Position Description
- Organization Chart

# SHARI B. ARIAIL

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## EARLY CASE ASSESSMENTS / INVESTIGATIONS / LITIGATION

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### PROFESSIONAL EXPERIENCE

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#### EMPLOYMENT ATTORNEY

Little Mendelson, May 2023–Mar 2025

- Collaborate with highly skilled team of attorneys and legal professionals to develop litigation strategy; and build case defenses and themes in huge variety of state and federal discrimination lawsuits implicating ADA, Title VII, and ADEA; and array of breach of contract matters involving restrictive covenants, wrongful termination and negligence claims.
- First team member to evaluate factual allegations in the complaint, draft answer, identify and review pertinent documents, interview relevant witnesses and draft early case evaluations.

#### LABOR AND EMPLOYMENT ATTORNEY

Long, DiPietro, and Gonzalez, LLC, March 2022–April 2023

- Represent school districts in all aspects of employment matters, government investigations, labor disputes, and arbitrations. Draft policies and procedures, opinion and termination letters; and review and update employer handbooks with focus on discrimination policies and grievance procedures.
- Corroborated on arbitration brief with successful upholding of superintendent's decision to terminate long-term principal for failure to initiate investigation after student allegations of sexual harassment by teacher.
- Partnered with attorney general's office to resolve investigation of school hazing, bullying and harassment based on race and religion.

#### CIVIL RIGHTS ATTORNEY

Intelligence Federal for US Department of Education, December 2019–February 2022

- Perform high level analysis of civil rights investigations and Resolution Agreements to ensure compliance with federal antidiscrimination laws and regulations. Monitor school districts to ensure implementation of Resolution Agreements and provide technical and strategic advice to resolve problems.
- Develop surveys and tools to conduct on-site monitoring of violations of Americans with Disability Act with ease and efficiency with goal of removing architectural barriers to accessibility on college campuses and K-12 schools.
- Accomplishment: Member of team of attorneys and architects who evaluated two 40-year-old school playgrounds for extensive ADA violations. Playgrounds are now compliant and useable for children with mobility disabilities.
- Successfully investigated complaints involving rights of LGBT inmates to be free from sexual assaults and harassment; rights of the incarcerated to wear caps and head scarves; and obtain religious literature; rights of deaf and hard of hearing to obtain sign language interpreters when receiving medical care; rights of persons who are blind or low vision to braille signage in public accommodations; the rights of individuals to use service animals in public transportation and

places of public accommodations; the rights of children with disabilities to be free from discrimination in public schools and day care centers.

### **CONSTRUCTION LITIGATION PART-TIME E-DISCOVERY CONSULTANT (Second Job during COVID)**

Shannon and Associates, June 2020–Dec 2020

- Collaborated with partners and team of e-discovery attorneys to defend and prosecute claims against national architectural firm highly for breach of contract, delays, and professional negligence arising out of the construction of the Boston University bridge.
- Performed extensive background research to educate team regarding the unusual steel bridge at the crux of the claims.

### **SENIOR CIVIL RIGHTS INVESTIGATOR**

FSA for Department of Justice, January 2016–December 2019

- Conducted over 50 complex compliance and pre-litigation investigations implicating federal antidiscrimination statutes with favorable resolutions through meticulous garnering of facts; in-depth review of documents; thorough interviews of fact and expert witnesses; and focused legal research and analysis.
- Draft consent decrees and monitor implementation.
- Collaborated with team of attorneys, paralegals and experts to conduct investigation of racial steering in HUD subsidized housing. Participated in the legal research, analysis and drafting of 30-page legal memorandum resulting in successful authorization to file suit.
- Analyzed corporate and government policies and procedures to ensure compliance with federal statutes and regulations. Developed systems for DOJ to monitor compliance; appraise content of training programs; and assess internal complaint processes for gaps.
- Managed civil rights complaint process including hotline, and written grievances. Maintained data base to track patterns of discrimination.
- Performed extensive review and analysis of medical records of medical care providers and large medical centers to identify areas of noncompliance with the Americans with Disabilities Act with respect to policies affecting the deaf and hard of hearing.

### **LITIGATION ATTORNEY**

Of Counsel, Wong Fleming, April 2013–2020

- Successfully litigated employment cases from start to finish in the areas of wrongful termination; discrimination and retaliation; breach of contract; defamation; breach of duty of loyalty and restrictive covenants; non-solicitation agreements; trade secrets; deceptive trade practices; unemployment insurance and computer theft.
- Defended small manufacturer accused of violations of state wage and hour laws and Fair Labor Standards Act by performing extensive legal research and analysis resulting in 50% reduction in penalties and damages to employer.
- Defended church in breach of contract brought by an architect for payment of professional services rendered resulting in successful settlement after focused research revealed the architect committed misrepresentations about his license and services.

### **CONSTRUCTION LITIGATION ATTORNEY**

Major, Lindsey & Africa for Weinberg Wheeler Hudgins Gunn & Dial, December 2014–Sept 2015

- Provided e-discovery and litigation support including extensive deposition preparation in multi-jurisdiction, multi-million-dollar construction litigation case brought against Fortune 500 company involving claims of breach of contract, fraud and professional negligence. Developed

- trial themes and strategies based on noncompliance with SOX which became basis for Motion to Compel financial documents deemed privileged by opposing counsel.
- Aggressive pre-trial work resulted in generous settlement for corporate client against well-funded, renown adversary and the defeat of numerous counterclaims.

### **E-DISCOVERY PROJECT ATTORNEY**

Trustpoint International, The Partners Group, Beacon Legal, July 2012–June 2014

- Provided litigation and e-discovery support to top law firms for projects involving securities fraud; white collar government investigations; construction; products liability (defective drug); mass torts; personal injury; commercial contracts; RICO and insurance fraud; technology contracts; patent infringement; mortgage fraud and banking. Collaborated with partners, drafted legal memos and developed theories and strategies for depositions. Utilized Relativity, Concordance, Eclipse, Convergence and Summation for document review.

### **EMPLOYMENT LITIGATION ATTORNEY**

Law Offices of Grant and Grant, Tacoma, WA, 1996–1998

- Represented plaintiffs in wide array of employment discrimination and wrongful termination cases from intake through settlement.
- Through aggressive and thoughtful collaboration with victim pre-suit, discovered hundreds of sexually explicit e-mails in a gender discrimination/hostile work environment case resulting in a successful settlement through mediation.
- Defended high-profile police department in multi-million-dollar race, sex, national origin discrimination dispute with favorable settlement through aggressive and focused discovery.

### **CRIMINAL DEFENSE AND PERSONAL INJURY ATTORNEY**

Brouner & Associates, Kent, WA 1996

- Managed caseload of personal injury claims including slip and falls and automobile torts from inception through all phases of discovery and settlement.
- Represented defendants for assortment of misdemeanors from arraignment through trial or plea-bargain negotiations. 1 jury trial for DUI.

### **PERSONAL INJURY ATTORNEY**

Law Offices of Mark E. Salomone, Springfield, MA 1992–1995

- Successfully represented plaintiffs in negligence claims involving automobile and trucking accidents, premises and product liability claims from client interview to mediation, arbitration, settlement or trial. Second Chair: 1 trial with high low settlement before jury verdict. Successfully prosecuted premise liability cases involving slip and falls on staircases, on wood floors, in unplowed parking lots. Successfully settled a nursing negligence matter involving a newborn at major New England Medical Center.
- Argued hundreds of workers' compensation cases before administrative judges with a 95% success rate through thorough pre-trial planning and utilization and analysis of medical records.

### **LITIGATION ATTORNEY**

Paul Nyer and Associates, Framingham, MA 1991–1992

- Handled all facets of discovery and trial preparation of personal injury, breach of contract, discrimination and ERISA claims. Researched and drafted complaints, interrogatories, production requests, admissions, subpoenas and jury instructions. Prepared witnesses for deposition and trial.

- Investigated and assembled a complex personal injury claim involving substandard employer safety practices causing plaintiff to fall off the roof of an automobile assembly plant resulting in a million-dollar settlement. Through aggressive and detailed discovery, unearthed hundreds of OSHA violations.
- Second Chair in the trial of a breach of contract with a \$100,000.00 jury verdict.

### **CRIMINAL DEFENSE ATTORNEY**

Law Offices of David Court, Frankfurt, Germany 1990–1991

- Successfully defended American soldiers stationed in Germany at courts-martial for misdemeanors and felony offenses from arraignment through trial. Second chair, 8+ trials, First chair, 5+ trials.
- Represented servicemen and federal employees at administrative hearings for disciplinary issues, work performance reviews, demotions and wrongful termination, successfully revoking adverse employments actions and preventing discharges from military or civilian position.

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### **OTHER PROFESSIONAL EXPERIENCE AND ACTIVITIES**

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**Mentor for Case Western University Law School students:** 2023–present

**Massachusetts Mock Trial:** Volunteer Judge 2023

**Feed the Hungry Volunteer**

**Volunteer Attorney,** Unemployment Law Project, Seattle WA 1996–1997

**Assistant English Teacher,** Gausschule, Bremerhaven, Germany, 1999–2000

**Editor, Carpool Conversations** (online children’s newspaper), 2010–2012

Member of DOJ Staff Support Committee, Emergency Response Team and Diversity Team

Member of Association of Workplace Investigators. (AWI), Boston Chapter

US Government Security Clearance

#### **Presentations**

The Language of Disabilities: Littler Affinity Conference June 2024

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### **EDUCATION AND ADMISSIONS**

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Case Western Reserve University School of Law, Cleveland, Juris Doctor, 1988

Brandeis University, Waltham, MA, B.A. Politics and Psychology 1985

**Massachusetts;** United States District Court District of Massachusetts

**Washington;** United States District Court, Western District of Washington

**MWRA**  
**POSITION DESCRIPTION**

**POSITION:** Manager, Workplace Investigations

**DIVISION:** Administration

**DEPARTMENT:** Human Resources (HR)

**BASIC PURPOSE:**

Serves as lead investigator on all workplace employee investigations, including but not limited to allegations or complaints of employee misconduct, rule or policy violations, workplace discrimination or harassment, and other unprofessional or inappropriate workplace behavior. Makes post-investigative findings, conclusions, and recommendations. Responsible for devising and enforcing corrective actions as needed. Workforce is comprised of approximately 1000 employees in 5 collective bargaining units covering administrative, professional, trades, scientist, and engineering positions.

**SUPERVISION RECEIVED:**

Works under the general supervision of the Director of Human Resources. Dotted line reporting relationship to the Chief Diversity and Equity Officer (Special Assistant for Affirmative Action and Compliance).

**SUPERVISION EXERCISED:**

Supervises the Employee Relations Specialist. Exercises functional supervision over other staff in the Human Resources (HR) Department and Affirmative Action & Compliance Unit (AACU) as required for projects, initiatives, or investigations.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Serves as primary investigator on workplace investigations involving alleged inappropriate behavior and employment policy violations which may result in disciplinary action, using best practice investigative procedures. Partners with the AACU to conduct thorough and timely workplace investigations of allegations of discrimination, harassment, sexual harassment, and/or retaliation based on an employee's protected class or activity (e.g., gender, race, religion, etc.) in violation of Massachusetts Water Resources Authority (MWRA) policies.
- Collects and evaluates evidence, including witness interviews and statements, timesheets, payroll records, GPS and other vehicle data, video surveillance, and other relevant records. Develops sound defensible investigative plans and conclusions. Drafts investigation reports, including findings of fact and analysis of policy violations and

compliance. Presents findings and makes recommendations to Director of Human Resources, Chief Diversity and Equity Officer, legal counsel, and/or senior management as appropriate relative to disciplinary actions and other corrective actions to resolve and remediate complaints.

- Oversees workplace investigations conducted by other staff.
- Collaborates with staff in HR, AACU, and the Law Division to ensure that the Authority complies with requirements of collective bargaining agreements and relevant labor laws throughout the investigation process, maintaining records, and communication in an appropriately confidential manner.
- Participates in meetings with management staff to discuss discipline and other confidential personnel matters.
- Manages investigative caseloads and investigative records. Prepares and maintains documentation related to workplace investigations, including but not limited to witness statements, interview summaries, and investigation reports.
- Identifies areas in which employees require training to ensure compliance with MWRA policies, collective bargaining agreements, rules and procedures, as well as state and federal laws related to the workplace. Coordinates with Training Unit to facilitate trainings as needed.
- Testifies on behalf of or otherwise represents the Authority in legal and/or administrative proceedings regarding investigations and related disciplinary action.
- Under the direction of the Director, Human Resources, develops and implements HR goals, objectives and long-term strategies related to investigations, nondiscrimination, harassment prevention, and other workplace conduct concerns.
- Manages the communication and implementation of new employment-based rules, regulations, and guidance with HR staff as assigned.
- Conducts regular reviews of MWRA employment policies and drafts revisions and new policies as needed.
- Oversees the investigations department budget, contracts, and financial transactions.
- Assists with labor relations, employment, compensation, and benefits matters as needed.
- Assists Law Division with litigation and labor relations as needed.
- Manages the department in a manner that is consistent with MWRA's goals of Diversity,

Equity, and Inclusion.

**SECONDARY DUTIES:**

- Performs other duties as required.

**MINIMUM QUALIFICATIONS:**

Education and Experience:

- (A) A Bachelor's degree in public administration, human resources, business administration or a related field (Juris Doctor preferred); and
- (B) Strong understanding of labor and employee relations, personnel administration, and grievance administration as acquired through at least seven (7) years of experience conducting workplace investigations related to discrimination, harassment, sexual harassment, retaliation, violations of workplace policies, and/or employee misconduct (preferably in the public sector in a unionized environment), a minimum of which 3 years are supervisory or managerial; or
- (C) Any equivalent combination of education or experience.

**SPECIAL REQUIREMENTS:**

Ability to provide evening and weekend coverage on a rotating basis.

A valid Massachusetts Class D Motor Vehicle Operators' License.

**NECESSARY KNOWLEDGE, SKILLS AND ABILITIES:**

- (A) Demonstrated ability to work effectively as part of a team and to function independently with minimal supervision.
- (B) Thorough knowledge of relevant state and federal personnel laws, practices, and regulations, including M.G.L. c. 151B and corresponding federal laws (e.g., Title VII, Americans with Disabilities Act (ADA), Age Discrimination in Employment Act (ADEA), Pregnant Workers Fairness Act (PWFA), etc.).
- (C) Proficiency with computer software, such as MS Office Suite and videoconference applications.
- (D) Excellent interpersonal, managerial, oral and written communication skills, including narrative report-writing experience.
- (E) Ability to maintain confidentiality and exercise discretion while handling highly sensitive

matters.

- (F) Demonstrated ability to conduct workplace investigations, preferably in a unionized work environment.
- (G) Ability to mediate employee concerns and enforce personnel rules and regulations in an impartial manner.
- (H) Strong critical thinking skills to analyze and assess evidence and draw conclusions based thereupon.
- (I) Thorough knowledge of best practices for workplace investigations.

**PREFERRED KNOWLEDGE, SKILLS AND ABILITIES:**

- (A) Thorough knowledge of Massachusetts labor laws, including M.G.L. c. 150E.
- (B) Thorough knowledge of best practices for drafting and revising employment policies.

**TOOLS AND EQUIPMENT USED:**

Office equipment 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 frequently required to reach with hands and arms. The employee regularly is required to talk or hear. The employee is occasionally required to walk; stand; climb or balance; stoop, kneel, crouch, or crawl; or sit.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

**WORK ENVIRONMENT:**

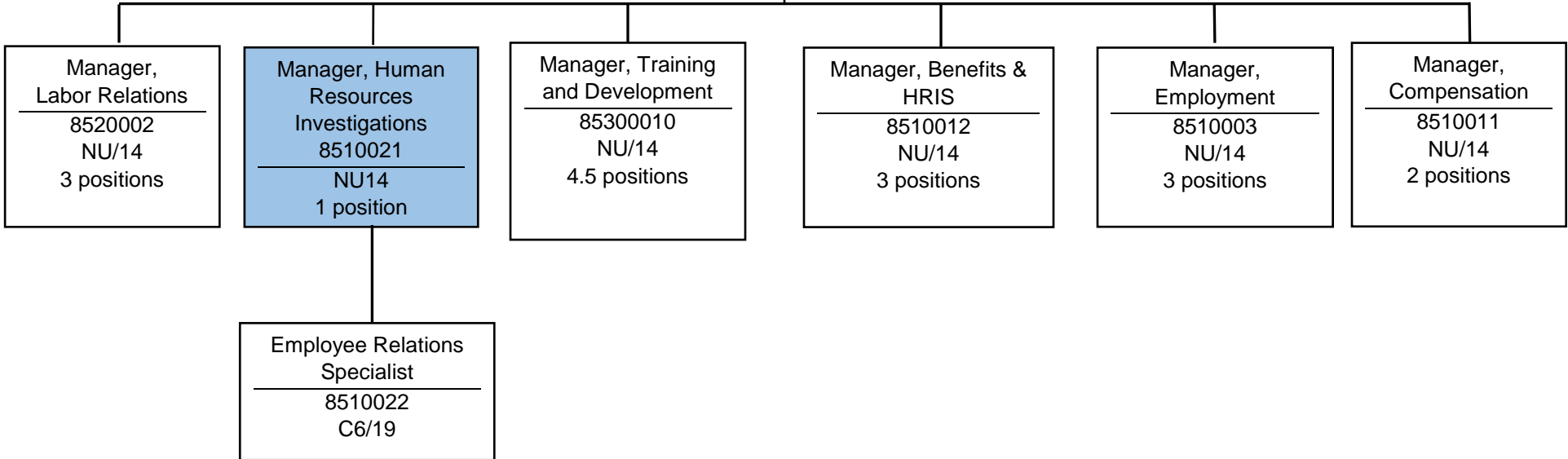
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee regularly works in an office environment.

The noise level in the work environment is usually a moderately quiet office setting. This position may be eligible for up to 50% telework.

**November 2024**

**Administration Division  
Human Resources Department  
Org chart May 2025**

Director, Human Resources  
8510001  
NU/16  
21.5 positions



**STAFF SUMMARY**

**TO:** Board of Director  
**FROM:** Frederick A Laskey, Executive Director  
**DATE:** May 21, 2025  
**SUBJECT:** May 2025 PCR Amendments




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**COMMITTEE:** Personnel and Compensation

       INFORMATION  
  X   VOTE

Wendy Chu, Director of Human Resources  
Preparer/Title

  
Michele S. Gillen  
Director, Administration

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**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 2025 PCR Amendments**

There are two PCR Amendments this month.

Organizational Changes:

1. Creation of a new position in the Operations Division of Deputy Chief Operating Officer, Operations (Non-Union, Grade 17). This position will oversee and manage all of the Authority's water and wastewater functions, including the operation and maintenance of water and wastewater infrastructure, security and emergency response preparedness, and adherence to regulations governing discharges and water quality standards.
2. Creation of a new position in the Operations Division, Environmental and Regulatory Affairs Department of Project Manager, Environmental Compliance (Unit 9, Grade 25) to better meet staffing needs.

**BUDGET/FISCAL IMPACT:**

The maximum annualized budget impact of the PCR amendments will be a cost of \$359,900. Staff will ensure that the costs associated with the PCR amendments will not result in spending over the approved FY25 Wages and Salaries budget. Appropriate funding will be requested in the FY26 Draft Final Wages & Salaries budget.

**ATTACHMENTS:**

Job Descriptions

**MASSACHUSETTS WATER RESOURCES AUTHORITY  
POSITION CONTROL REGISTER AMENDMENTS  
FISCAL YEAR 2025**

<b>PCR AMENDMENTS REQUIRING BOARD APPROVAL - February 12, 2025</b>																	
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		
XXX	Operations Director's Office TBD	N/A	N/A	N/A	N/A	N/A	Deputy Chief Operating Officer, Operations	NU	17	\$0	\$164,630	-	\$228,081	\$164,630	-	\$228,081	Creation of a management level position to better meet staffing needs.
XXX	Operations Env. & Reg. Affairs TBD	N/A	N/A	N/A	N/A	N/A	Project Manager, Environmental Compliance	U9	25	\$0	\$94,279	-	\$131,819	\$94,279	-	\$131,819	Creation of a bargaining unit position to better meet staffing needs.
<b>BOARD TOTAL =</b>					2						<b>TOTAL:</b>		\$258,909 - \$359,900				

**MWRA  
POSITION DESCRIPTION**

**NEW**

**POSITION:** Deputy Chief Operating Officer, Operations

**DIVISION:** Operations

**BASIC PURPOSE:**

Directs the water and wastewater functions, activities and programs of the Authority.

**SUPERVISION RECEIVED:**

Works under the general supervision of the Chief Operating Officer.

**SUPERVISION EXERCISED:**

Directly supervises and manages staff responsible for the operation and maintenance of the Authority's water and wastewater infrastructure. Responsible for adherence to all local, state and federal regulations governing discharges and water quality standards.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Directs and manages the Authority's drinking water and wastewater operations. These include: maintenance, water pumping and distribution, water treatment and transmission, wastewater operations and treatment, pipeline maintenance, and operations technical support.
- Oversees MWRA physical and plant assets. Develops and implements systems and programs that properly maintain the Authority's operating and maintenance conditions. Promotes a positive working environment of the workforce by maintaining an active "field" presence.
- Works with MWRA's Occupational Health and Safety Department to implement and maintain operational safety activities and programs that affect the MWRA workforce, its customers and the general public. Assumes responsibility for security and emergency preparations and response regarding the system.
- Develops program and policy recommendations and undertakes special assignments and projects within the operations area under the supervision and guidance of the Chief Operating Officer and/or Executive Director.

- Manages the impacts of MWRA operations and construction on community water/sewer systems, through coordination with community system managers and the Advisory Board Operations Committee.
- Participates in the review and approval of Task Orders issued under Operations Division contracts.
- Participates with senior managers and Labor Relations staff in the development of collective bargaining strategies. Supports, as needed, the implementation of collective bargaining agreements. Fosters productive labor/management relationships.
- Works collegially with other MWRA divisions and departments to ensure the goals, objectives and strategies of the MWRA business plan are achieved.
- Manages the Division in a manner that is consistent with MWRA's goals of Diversity, Equity, and Inclusion.
- Acts as Chief Operating Officer in his/her absence.

**SECONDARY DUTIES:**

- Performs related duties as required.

**MINIMUM QUALIFICATIONS:**

Education and Experience:

- (A) A Bachelor's degree in sanitary, civil or mechanical engineering, business, management or associated field is required. Advanced degree or other significant post-graduate educational experience in an engineering discipline is preferred; and
- (B) Detailed understanding of water and wastewater operations, plants and programs, operating and maintenance systems, and construction and engineering as acquired through at least twelve (12) years demonstrated success in progressively responsible management positions in operations, maintenance, engineering design, or technical planning relating to water/wastewater service delivery and major water/wastewater facilities; or
- (C) Any equivalent combination of education or experience.

Necessary Knowledge, Skills and Abilities:

- (A) Knowledge of principles and practices of engineering.

- (B) Expert familiarity and management competence in the planning, regulation and operation of water and wastewater facilities and systems.
- (C) Demonstrated analytical, writing and organizational skills.
- (D) Ability to work with personnel at various organizational levels, to balance competing priorities and to manage personnel and resources as required.
- (E) Ability to provide technical leadership to subordinate employees, as well as the proven ability to inspire confidence in customers and the general public.
- (F) Excellent oral, written and verbal communication skills required.

**SPECIAL REQUIREMENTS:**

A valid Massachusetts Class D Motor Vehicle Operators License.

Any of the following licenses: Massachusetts Wastewater Treatment Plant Operators license Grade VI, Water Treatment Grade 2 license or Water Distribution Grade 4 license.

**TOOLS AND EQUIPMENT USED:**

Office machines 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 sit, talk or hear. The employee is regularly required to use hands to finger, handle, feel or operate objects, including office equipment, or controls and reach with hands and arms. The employee frequently is required to stand and walk.

There are no requirements that weight be lifted or force be exerted in the performance of this job. Specific vision abilities required by this job include close vision, and the ability to adjust focus.

**WORK ENVIRONMENT:**

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

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

**May 2025**

**MWRA  
POSITION DESCRIPTION**



**POSITION:** Project Manager, Environmental Compliance  
**DIVISION:** Operations  
**DEPARTMENT:** Environmental and Regulatory Affairs

**BASIC PURPOSE:**

Evaluates local, state, and federal environmental regulations and permit requirements related to MWRA operations. This job also provides technical assistance in the oversight and implementation of operating procedures for water and wastewater expansion, and in the development and implementation of MWRA's Combined Sewer Overflow (CSO) Program.

**SUPERVISION RECEIVED:**

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

**SUPERVISION EXERCISED:**

May oversee contracts and direct the work of contract employees and/or interns as needed.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Manages and reviews environmental permitting of substantial difficulty and importance, requiring exercise of independent judgement and ability to ensure that MWRA construction projects comply with all environmental regulations. Provides oversight to consultants working on environmental permitting for the MWRA.
- Provides guidance for consideration in operational decisions based on research of local, state and federal requirements. Specifically including, but not limited to, the federal and state Clean Water and Clean Air Act, Massachusetts Contingency Plan (MCP) regulations, Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Toxic Substances Control Act (TSCA), the Emergency Planning and Community Right-to-Know Act (EPCRA), and state and federal Underground Storage Tank (UST) regulations.
- Assists with the assessment and abatement design and oversight for removal of contaminated building materials including PCBs, lead paint and asbestos under the EPA TSCA and the Massachusetts and EPA hazardous waste regulations.
- Assists with the oversight of contaminated soil and groundwater management under the MCP, hazardous waste regulations, and Clean Water Act requirements on MWRA construction projects.

- Assists with demonstrating compliance with Federal and Massachusetts air pollution control regulations including EPA Title V permit requirements.
- Assists with demonstrating compliance with the Massachusetts UST regulatory permit requirements.
- Assists in the development and implementation of an Updated CSO Control Plan for CSOs discharging to the Charles River and Mystic River/Alewife Brook watersheds, including review of water quality and hydraulic modeling, and the development of a Use Attainability Analysis for the watersheds and development of future Water Quality Standards Variances. Evaluates the planning, evaluation, and development of new projects to ensure compliance with any local, state, or federal requirements/policies.
- Monitors environmental compliance with permits and approvals issued for MWRA construction projects; provides technical information and assistance.
- Maintains on-going contact with professional and community groups regarding environmental and mitigation compliance, initiates outreach projects to increase public awareness and participation to promote the Authority's long-term goals and policies, including enhancing outreach to Environmental Justice populations in MWRA's service area.
- Assists senior managers in providing reporting recommendations under the Massachusetts Contingency Plan requirements.
- Provides technical assistance in support of water and wastewater expansion efforts.
- Prepares reports, technical presentations, answers to inquiries, and letters for the Department Director.
- Tracks permits for MWRA projects, including reporting requirements, due dates, and responsible parties. Keeps MWRA staff abreast of impending deadlines.
- Performs special projects as directed in response to external and internal requests.

## **SECONDARY DUTIES:**

- Performs related duties as required.

## **MINIMUM QUALIFICATIONS:**

### Education and Experience:

- A Bachelor's degree in environmental science, public policy, public administration, environmental engineering or related field. A Master's degree is preferred; and
- At least five (5) years of experience in water resources analysis, construction permitting, environmental impact assessment, water resource planning, report writing, or interpreting or applying environmental regulations; or
- Any equivalent combination of education or experience.

### Necessary Knowledge, Skills and Abilities:

- Knowledge of water and wastewater treatment systems, watershed management, and environmental regulations and requirements including one or more of the following: the

Massachusetts Environmental Policy Act, the Wetlands Protection Act, federal and state Clean Waters Act, federal and state Clean Air Act, and storm water permits.

- Excellent computer skills in Oracle and MS Office Suite.
- Demonstrated abilities to work as part of a team, to develop and maintain productive working relationships with external parties, and to function independently with minimal supervision.
- Excellent written and communication skills as well as good interpersonal and organizational skills.
- Strong analytical skills.

#### **SPECIAL REQUIREMENTS:**

A valid Massachusetts Class D Motor Vehicle license.

#### **TOOLS AND EQUIPMENT USED:**

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

#### **PHYSICAL DEMANDS:**

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

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

There are no requirements that weight be lifted or force be exerted in performance of this job, although the employee may have the opportunity to participate in field activities that involve lifting weight (e.g. water, sediment or other environmental samples) or exerting force. Specific vision requirements required by this job include close vision, distance vision, depth perception, and the ability to adjust focus.

#### **WORK ENVIRONMENT:**

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

While performing the duties of this job, the employee regularly works in an office environment. The noise level in the work environment is a moderately quiet office setting.

May 2025

**STAFF SUMMARY**

**TO:** Board of Directors  
**FROM:** Frederick A Laskey, Executive Director  
**DATE:** May 21, 2025  
**SUBJECT:** Recommendations for Non-Union Pay Equity Adjustments




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**COMMITTEE:** Personnel and Compensation

       INFORMATION  
  X   VOTE

Wendy Chu, Director of Human Resources  
Preparer/Title

  
Michele S. Gillen  
Director, Administration

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**RECOMMENDATION:**

To accept the recommendations of the Pay Equity Working Group and approve the salary adjustments summarized in Attachment A: List of Recommended Salary Adjustments, commencing on a date determined by the Executive Director.

**DISCUSSION:**

The Massachusetts Equal Pay Act (MEPA) went into effect July 1, 2018. MEPA clarifies the already existing requirement that employers pay employees doing comparable work at the same rate of pay without distinction by gender. MEPA defines “comparable work” as any work that requires substantially similar skill, effort and responsibility, and is performed under similar working conditions.

A job description or job title standing alone does not determine what work is comparable. Rather, jobs as actually performed in the workplace must be compared. The law provides that even if a male employee and a female employee have different job titles, if those jobs are “comparable,” as defined by the law, an employee of one gender may not receive lesser wages than an employee of a different gender unless permitted by certain factors set forth in the law.

Massachusetts employers are permitted to pay employees at different rates for comparable work only when based on a limited number of factors such as a seniority system and/or education, training, or experience related to the job. MEPA also prohibits an employer from retaliating against an employee who files a complaint or reports a violation of the law.

MEPA provides an affirmative defense to liability for employers if, within the previous three years and prior to the commencement of the employee action, the employer has completed a good-faith self-evaluation of its pay practices and has demonstrated that reasonable progress has been made toward eliminating any wage differentials potentially based on gender identified by the self-evaluation.

In 2018, MWRA contracted with the law firm Hirsch Roberts Weinstein LLP (the Consultant) to work on the self-evaluation process for all MWRA positions and personnel. An internal team of staff from Operations, Law, Human Resources, and Affirmative Action worked with the

Consultant to develop pay equity job groupings, place positions within the groupings, and analyze the compensation of incumbents in each position within the groupings. Using tools and resources provided by the Consultant, individual pay levels were compared with one another based on the applicable MEPA factors of seniority, education, training, and experience. This project was completed in two (2) parts – the Non-Union manager review was completed in 2019 and the Bargaining Unit review was completed in 2022. In March 2019, the Board approved 15 pay equity adjustments for Non-Union Managers and in November 2022, the Board approved 9 pay equity adjustments for Bargaining Unit staff.

As MEPA allows employers an affirmative defense to liability if a good-faith self-evaluation of its pay practices has been completed within three years of the commencement of any employee action and to ensure that MWRA employees are paid equitably, the MWRA sought to re-assess its compensation for Non-Union managers in 2024. A Pay Equity Working Group comprised of staff from Administration, Law, Human Resources, and Affirmative Action was convened to do the re-assessment, which is now complete.

In January 2025, the MWRA contracted with the Edward J. Collins, Jr. Center for Public Management at the University of Massachusetts (the Collins Center) to review the pay equity analysis for Non-Union managers conducted by the Pay Equity Working Group. In April 2025, the Collins Center completed its review of the pay equity analysis and concurred with the assessments and recommendations of the Working Group.

In total, there are 10 recommendations for salary adjustments out of a possible 69 Non-Union Manager employees. These adjustments, in total, have an annual cost of \$45,616 and represent 0.48% of the total annual payroll of the Non-Union group. Five (5) of the recommended salary adjustments are to remediate potential gender-based pay differentials under MEPA and five (5) are recommended to address internal equity issues observed within the respective job groupings.

Attachment A provides a summary of the recommended salary adjustments.

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

The annualized budget impact of these salary adjustments will be a maximum cost of \$45,616. Staff will ensure that the cost associated with these salary adjustments will not result in spending over the approved FY25 Wages and Salaries budget.

#### **ATTACHMENTS:**

Attachment A: List of Recommended Salary Adjustments

Attachment B: The Collins Center Report

Appendix A

List or Recommended Salary Adjustments

May 2025

Job Grouping	Name	Job Title	Gender	Current Base Compensation	Proposed Salary Adjustment	Proposed Base Compensation	Justification
5	Tomeka Cribb	Associate Special Assistant for Affirmative Action	F	\$143,520	\$2,717	\$146,237	Pay equity
7	Paul Fentross	Business Applications Manager	M	\$156,859	\$5,881	\$162,740	Internal equity
7	Renata Thomas	Business Relationship Manager	F	\$149,939	\$5,881	\$155,820	Pay equity
12	Daniel Keough	Manager, Maintenance DI	M	\$166,472	\$635	\$167,107	Internal equity
12	Lisa Wong	Manager, Process Control	F	\$163,441	\$3,666	\$167,107	Pay equity
12	Robert McDonald	Superintendent, Clinton	M	\$153,399	\$9,106	\$162,505	Internal equity
12	William Carter	Manager, Maintenance Chelsea	M	\$162,651	\$4,456	\$167,107	Internal equity
12	Billy Krukowski	Manager, Western Maintenance	M	\$161,537	\$5,570	\$167,107	Internal equity
16	Matthew Dam	Director, TRAC	M	\$169,546	\$3,705	\$173,251	Pay equity
30	Paula Weadick	Director, MIS	F	\$193,432	\$3,999	\$197,431	Pay equity
	<b>Grand TOTAL</b>				<b>\$45,616</b>		



## **MEMORANDUM**

### **MASSACHUSETTS WATER RESOURCES AUTHORITY**

### **NON-UNION MANAGER PAY EQUITY REVIEW**

#### **INTRODUCTION**

The Massachusetts Water Resources Authority (MWRA) engaged the services of the Collins Center for Public Management (Collins Center) to review contemplated pay adjustments for certain non-union managers through the lens of pay equity both across gender and within classification equity groups.

The MWRA engaged the services of a consultant in 2018 to conduct a two-phase agency wide pay equity review, the results of which were issued in 2019 (for non-union managers) and 2022 (for employees covered by collective bargaining agreements). The review resulted in 26 pay adjustments.

Because of turnover in staff, addition of new staff and changes in roles and responsibilities, the MWRA conducted an internal review of the classification of all non-union positions to ensure pay equity across classifications groups and grades for implementation. MWRA intends to conduct a similar updated review of bargaining unit positions at a later date.

The MWRA then engaged the services of the Collins Center to review the internal recommendations for implementation to provide an objective, non-bias review prior to implementation. The results of the review are this Memorandum.

#### **METHODOLOGY**

The Collins Center received extensive, detailed documentation from the MWRA that included:

- Records from the previous study
- Spreadsheets detailing current classification and compensation of all non-union positions
- Spreadsheets detailing the various classification and pay equity groups and grades proposed
- Details supporting the decisions made on adjustments to pay, pay equity groups, and grades for the reviewed positions and individuals

The Collins Center coalesced the information gathered and conducted a review to verify the methodology, application of best pay equity practices, and implementation recommendations.

#### **FRAMEWORK OF REVIEW**

Two types of pay equity have been reviewed, Gender Pay Equity, and Internal Pay Equity.

Pay Equity related to gender is guided by statute. Pay equity laws were created to address gaps in wages by gender. While pay equity laws do not *require* an evaluation, the fact that the MWRA conducted a comprehensive evaluation shows an affirmative effort and commitment to fair and equitable compensation for comparable work.

Comparable work does not need to be the exact same work, but work that is similarly situated, with similar levels of work, type of work and minimum requirements to do the work, such as education and experience.

Internal pay equity can be gender pay equity, but it is not defined as such. Internal equity in pay is typically within a classification with the same pay band or range. Issues of fairness arise when internal equity is reviewed, including pay compression, stagnation, and recruitment of new employees at higher rates which impacts existing employees with years of service with an organization.

The MWRA addressed both types of pay equity in a meticulous manner. The following factors were reviewed:

Factors used for the evaluation of position requirements for gender pay equity analysis in accordance with those used in the reports issued in 2019 and 2022:

- Job knowledge
- Relevant work experience
- Management/supervisory experience
- Licenses, trainings and certifications required
- Physical effort
- Mental effort
- Supervision received
- Scope of responsibility
- Confidentiality
- Impact of errors in judgment
- People responsibility
- Physical environment
- Hazards
- Shift, schedule, on-call

Factors used for the evaluation of internal equity within group and grade:

- Gender
- Hours per week
- Rate of pay
- Classification Grade
- Years in Current Position
- Prior MWRA Experience
- Total MWRA Experience
- Total Experience
- Education and Certification
- Pay of direct reports
- Target Rate
- Gap in pay to others
- Type of Prior Work

## **DISCUSSION**

The work conducted by the MWRA was to review the non-union managers pay, in three review categories.

1. Non-union Employees/positions filled since the original study issued in 2019
2. Internal equity review of employees/positions evaluated in the original study issues in 2019
3. Internal equity review for positions impacted by compression, recruitment, and other factors

The MWRA reviewed three recently created positions, the Energy Manager, Chief of Staff and Deputy Director of Procurement were evaluated using the methodology used by the prior consultant and are consistent with the evaluative tool. Oftentimes classifying and determining pay for vacant or new positions is easier and more objective than those with current employees because it is clear about the position and the needs, not about an individual. The pay rates were set when the positions were created. The Collins Center concurs with the assessment.

The MWRA reviewed the equity groups for all the non-union manager positions and recommended that the following thirteen positions be moved to different pay equity groups. The review considered all the factors listed above and moved these positions to the equity group that best aligns with the existing organizational structure. The pay rates for the incumbents of these positions did not change. The Collins Center concurs with the assessment.

- |   |  |
|---|--|
| • Director of Security                  | • Director, Procurement                          |
| • Budget Director                       | • Purchasing Manager                             |
| • Director, Internal Audit              | • Director of Environmental & Regulatory Affairs |
| • Asst. Director, Internal Audit        | • Deputy Director of Waterworks                  |
| • Deputy Director, Finance/Treasurer    | • Manager, Geotech and Tunneling                 |
| • Budget Manager                        |  |
| • Director of Intergovernmental Affairs |  |

The MWRA reviewed the internal equity of the non-union manager positions and recommend adjustments to the following ten positions. As mentioned above, the internal equity is not necessarily about gender, it is about fairness within a group, grade and pay range. The factors used in evaluating gender pay equity and internal pay equity are similar but different. Gender pay equity addresses the job description, classification and compensation ranges of the position, whereas internal group or compensation pay equity addresses the specific pay of the person holding the position and where they should fall in a pay range.

- |                                  |                                     |
|----------------------------------|-------------------------------------|
| • Director of MIS                | • Director, TRAC                    |
| • Business Relationships Manager | • Manager, Process Control          |
| • Manager, Maintenance Chelsea   | • Business Application Manager      |
| • Manager, Maintenance DI        | • Superintendent, Clinton           |
| • Manager, Maintenance Western   | • Associate Special Assistant, AACU |

The MWRA meticulously applied the same analysis to all ten positions, considering the same factors for each, which as listed above included, but were not limited to time in position, salary compression, pay of subordinates, certifications and education. A key factor in the MWRA evaluation was longevity, or time in position. A number of the individuals in this group were promoted into the positions after the previous study was conducted. The adjustments recommended by the MWRA are to address the internal equity issues of long-serving employee salary in relationship to where their pay is in a classification or pay grade

as well as in relationship to their employees. The Collins Center concurs with the assessment and recommendation on these ten positions.

### **RECOMMENDATIONS MOVING FORWARD**

The MWRA is about to begin a comprehensive classification and compensation review of all non-union managerial positions. While the internal equity adjustments are sound, and warranted, a comprehensive review of the structure and the compensation policies will be critical for the MWRA moving forward.

The current system intertwines positions with people holding the positions. It is recommended the MWRA conduct the classification and compensation review and adopt policies relating to compensation within grade or group. Policies about merit pay, performance evaluation, longevity and compression should be developed and be part of the compensation strategy for the organization.



COMMONWEALTH OF MASSACHUSETTS  
**THE GENERAL COURT**  
STATE HOUSE, BOSTON 02133-1053

April 25, 2025

Secretary Rebecca Tepper  
Executive Office of Energy and Environmental Affairs  
Chair, Massachusetts Water Resources Authority (MWRA) Board of Directors

***Re: Equity for the Quabbin region***

Dear Secretary Tepper and Members of the MWRA Board of Directors,

We write with concern regarding the MWRA Advisory Board's March 21 correspondence to the MWRA Board of Directors related to S.546 / H.1042 - *An Act relative to the Quabbin watershed and regional equity*.

**Discussion at the April 16 meeting**

We regret the decision of the MWRA Board of Directors to place this letter — voted on by only 18 of the Advisory Board's 51 members — on its meeting agenda, as well as to discuss the Quabbin Reservoir Communities System Expansion Evaluation without any outreach to the legislators who have led this effort or to the affected watershed communities. We all should have been provided notice and an opportunity to participate in this discussion about our work and the districts we represent.

**Seeking collaboration**

We first filed this legislation in January 2023. Before we filed the legislation, we wrote to MWRA Executive Director Fred Laskey to provide advance notice and the full text of the legislation we planned to file.

After the legislation was filed, we were grateful that Secretary Rebecca Tepper agreed to visit the Quabbin Reservoir and meet with us about this legislation. We were also grateful that Secretary Tepper supported the MWRA Board of Directors' vote to undertake the Quabbin Reservoir Communities System Expansion Evaluation which we viewed as a good faith effort to begin the work envisioned in our legislation.

We met with MWRA leadership again in March 2024 to discuss the Quabbin Reservoir Communities System Expansion Evaluation. During the March 2024 meeting, we offered to provide contact information for the municipalities being studied and to proactively reach out to these municipalities to encourage their cooperation with MWRA to facilitate the study.

MWRA did not accept those offers. When Quabbin watershed municipalities received outreach from MWRA regarding the study, they largely believed MWRA's plan was to extract more water from their communities. Accordingly, we were disappointed, but not surprised, when we requested an update from MWRA in October 2024 and learned that MWRA had heard from just four of the 12 municipalities in the study area, with only one providing the information MWRA requested.

We worked with MWRA to set up a remote meeting with officials from all 12 municipalities in the study area in November 2024. That meeting was deeply worrisome and injurious as the communities were told — essentially — that it would be significantly cost prohibitive to provide them with Quabbin water or other local potable water alternatives and that MWRA's infrastructure in western Massachusetts does not have the capacity to allow for service expansion.

Many municipalities subsequently expressed significant frustration that the draft study was “irrelevant,” “insufficient,” and “flawed.” (See examples from [Pelham](#), [New Salem](#), and [Orange](#).) For example, the draft system expansion study does not examine costs for expansion of the Chicopee Valley Aqueduct or the water treatment facilities that support it, leading some to point out that it is not a system expansion study at all.

This is a marked contrast to the past, present, and likely future initiatives of and communications from the MWRA to eastern Massachusetts municipalities, which includes:

- Broadly waiving the cost of admission for five years to join the MWRA water system;
- Building new tunnels via the Metro Tunnel project to ensure redundancy to the water system — a clear benefit to current and future MWRA water customers; and
- Using information from the South Shore study to expand to further residential and commercial development.

Then, in April 2025, we read the MWRA Advisory Board's [correspondence](#) to the MWRA Board of Directors with outrage, and wondered, quite honestly, whether it was intended to provoke another Shays Rebellion.

### **MWRA Advisory Board's letter**

The Advisory Board's letter values “fairness.” We agree that fairness and all its component parts outlined in the letter are critical. We simply have a very different perspective.

Given that the vast majority of the members of the MWRA Board of Directors and Advisory Board hail from inside of I-495, we wonder how the Advisory Board could possibly attempt to define “balance” with any seriousness. Eighty-seven years ago the state disincorporated and flooded four towns in western Massachusetts expressly so that eastern Massachusetts could have access to potable water — an invaluable resource for economic growth and public health. We have heard Quabbin water described as priceless by eastern Massachusetts stakeholders, and the economic growth it has unlocked in eastern Massachusetts may, in fact, be priceless, yet western Massachusetts towns are begrudged modest sums to help them survive the eternal fracture and freezing of their economies.

The letter’s take on stewardship is similarly concerning and patronizing. The Quabbin watershed is both publicly and privately held. We recognize the critical work of the MWRA and Department of Conservation and Recreation. Yet it’s important to underscore the work and sacrifice required of watershed communities to comply with the *Clean Water Act* — the result of which is the world-class and pristine water sent east every day. In every watershed community, town government is engaged, largely through volunteers — from conservation commissions to planning boards to public health inspectors, and more. Without the efforts of these Towns to maintain conservation and development restrictions on municipal and private land, the watershed would be compromised.

It’s an equal measure of demeaning and insulting for the Advisory Board to disregard the importance of these efforts.

The letter’s final argument about sustainability does not consider the sustainability of Quabbin watershed municipalities. The municipalities in the Quabbin region are not in a sustainable financial position; they are in a financial death-spiral. The majority of their land is non-taxable, they have a fraught clean water future, they currently have no ability to build housing or develop economically — and they have diminishing ability to keep their schools open and fund first responder services.

We are not asking for a “blank check.” We are asking for the MWRA to work with us to right historic wrongs, to provide equitable access to one of Massachusetts’ most valuable resources — water — and to ensure that all regions of the Commonwealth have the opportunity to grow and thrive.

Thank you for your consideration of our concerns. We would be grateful for the opportunity to join an MWRA Board of Directors meeting to discuss this issue further.

Sincerely,

Jo Comerford  
**State Senator**  
*Hampshire, Franklin, Worcester district*

Aaron Saunders  
**State Representative**  
*7th Hampden District*

cc:

Maura Healey, Governor  
Kim Driscoll, Lieutenant Governor  
Fred Laskey, Executive Director, MWRA  
Sean Navin, Director of Public Affairs, MWRA  
Richard Raiche, Chair, MWRA Advisory Board  
Matthew Romero, Executive Director, MWRA Advisory Board  
Jennifer Wolowicz, Member, MWRA Board of Directors