



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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ADMINISTRATION, FINANCE & AUDIT COMMITTEE MEETING

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

to be held on

Wednesday, December 18, 2013

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

Time: 10:00 a.m.

AGENDA

A. Information

1. Update on New FEMA Flood Maps
2. Delegated Authority Report – November 2013
3. FY14 Financial Update and Summary as of November 2013

B. Approvals

1. Transmittal of the Proposed Fiscal Year 2015 Capital Improvement Program to MWRA Advisory Board
2. Assignment and Assumption of Contract OP-154, Purchase and Supply of Electric Energy for MWRA Profile Accounts, and Contract OP-227, Purchase and Supply of Electric Power to Interval Accounts, from Hess Corporation to Hess Energy Marketing, LLC; and Approval of Amendment 1 to Contract OP-154 and Contract OP-227

C. Contract Awards

1. Network Storage: Hub Technical Services, Inc., State Blanket Contract ITC47
2. Security Guard Services for Various MWRA Facilities: AlliedBarton Security Services LLC, Contract EXE-033
3. Janitorial Services at the Chelsea Facility: SJ Services, Inc., Contract WRA-3754Q3

MASSACHUSETTS WATER RESOURCES AUTHORITY

Meeting of the
Administration, Finance and Audit Committee

November 13, 2013

A meeting of the Administration, Finance and Audit Committee was held on November 13, 2013 at the Authority headquarters in Charlestown. Chairman Foti presided. Present from the Board were Messrs. Carroll, Cotter, Flanagan, Pappastergion, Vitale and Walsh; Mr. Barrera joined the meeting in progress. Among those present from the Authority staff were Fred Laskey, Steve Remsberg, Mike Hornbrook, Steve Estes-Smargiassi, Tom Durkin, Lisa Marx, Carl Leone, Rachel Madden, Rick Adams, Bob Donnelly, Emily Dallman, Andrea Murphy, Russ Murray and Bonnie Hale. The meeting was called to order at 10:15 a.m.

Information

Staff gave presentations highlighting various portions of the following two information items, and there was question and answer:

- First Quarter FY14 Orange Notebook
- Update on the 2013 MWRA Water and Wastewater Master Plan.

Delegated Authority Report – October 2013

There was question and answer on a couple of items contained in the report. (Mr. Barrera joined the meeting during the discussion.)

Staff provided summaries of the following two items and there was general discussion and question and answer:

- FY14 Financial Update and Summary as of October 2013
- Workers' Compensation Program Review.

Contract Awards

*Dental Insurance: Dental Service of Massachusetts, Inc. d/b/a Delta Dental of Massachusetts, Contract A591

There was question and answer on the components of the proposed contract containing an increase in the annual benefit from \$1,000 to \$1,250. The Committee recommended approval of the contract award (ref. agenda item B.1)

* Approved as recommended at November 13, 2013 Board of Directors meeting.

*Annual Maintenance of the Maximo System: IBM Corporation

There was a brief discussion of the terms of the maintenance contract. The Committee recommended approval of the contract award (ref. agenda item B.2).

The meeting adjourned at 11:30 a.m.

* Approved as recommended at November 13, 2013 Board of Directors meeting.

STAFF SUMMARY

TO: Board of Directors
FROM: Frederick A. Laskey, Executive Director 
DATE: December 18, 2013
SUBJECT: Update on New Draft FEMA Flood Maps for MWRA Coastal Facilities

COMMITTEE: Administration, Finance & Audit

X INFORMATION
 VOTE

Derek Barnes, Project Manager
Daniel Nvule, Senior Program Manager
Stephen Estes-Smargiassi, Director, Planning
Preparer/Title


Michael J. Hornbrook
Chief Operating Officer

At the October 16, 2013 meeting, staff presented the Board with an evaluation of the potential for flooding of MWRA's coastal and near-coastal facilities. It was noted that the analysis was based on the then current FEMA flood maps, and that it was anticipated that FEMA would be releasing updated maps sometime in November for public comment. FEMA released the maps on November 15, 2013. Based upon staff's preliminary review of the potential impacts of the changes, 12 MWRA facilities will see no change in flood elevation; 11 other facilities will see flood elevation increases generally ranging from one to three feet. Of these 11, four facilities indicate flooding potential where none was shown previously, and two others that had previously shown likely flooding will see deeper flooding. Staff are continuing to review the maps and will comment to FEMA on any inconsistencies that are identified.

RECOMMENDATION:

For information only.

DISCUSSION:

As discussed in October, as part of MWRA's overall emergency preparedness efforts, staff have undertaken a number of steps so that all parts of the agency would be ready to respond to a severe weather event such as a major hurricane. These efforts include preparation of emergency response plans, training and drilling staff on those actions, and evaluating MWRA's response after each major event.

In addition, over the years staff have been engaged in work related to global climate change and its likely impact to MWRA's water and sewer systems. The devastation caused by Hurricane Sandy in the New York and New Jersey areas last year, refocused staff's short-term attention to evaluating the ability of MWRA's coastal facilities to withstand such a storm were it to make landfall in the Boston area, examining:

- What are the most vulnerable facilities?
- How vulnerable are they and what are the potential service impacts?

- What can be done in the short-term or long-term to eliminate or mitigate the vulnerability?

The analysis used two primary benchmarks for evaluation of each facility:

- The 100-year storm surge elevation from the Federal Emergency Management Agency (FEMA) maps; and
- The 100-year storm surge, plus an additional 2.5 feet to account for potential sea level rise.

The analysis presented in October was based on the then current FEMA flood maps and the staff summary noted that it was anticipated that FEMA would be releasing updated flood maps for public comment sometime in November. FEMA has released preliminary updated flood hazard maps for Middlesex, Suffolk, and Plymouth Counties. Staff have examined these maps to determine the impact on the vulnerabilities that were identified with the old data.

Staff were unable to re-examine seven wastewater facilities located in Quincy or Weymouth as the maps for Norfolk County are not yet available. These facilities are:

- Braintree-Weymouth Replacement Pump Station
- Houghs Neck Pump Station
- Intermediate Pump Station
- Nut Island Headworks
- Pelletizing Plant
- Quincy Pump Station
- Squantum Pump Station

The twelve facilities below showed no change in their level of vulnerability as the Draft FEMA maps showed no change in flood elevation. Those with a star are vulnerable to flooding under the two benchmarks listed above (100-year storm and 100-year plus 2.5 feet), using both the old and new maps.

- Chelsea Administration Facility*
- Chelsea Maintenance Facility *
- Alewife Brook Pump Station, Somerville*
- Caruso Pump Station, East Boston
- Chelsea Creek Headworks*
- Chelsea Creek Screenhouse*
- Cottage Farm CSO Facility, Cambridge
- Hingham Pump Station
- Mystic River Gatehouse, Somerville*
- Somerville Marginal CSO Facility
- Somerville Marginal CSO Sampling Building
- Ward Street Headworks, Boston

Eleven wastewater facilities showed changes in flood elevation between the old and new draft flood maps. All but one of those had flood elevations changes ranging from one foot to three feet higher. One facility, the Prison Point CSO Facility, had flood elevations either four or six feet higher¹, but the facility itself still is above both the new 100-year flood elevation and the 100-year plus 2.5 feet benchmark.

The table below shows the change in flood level at each location based on the new draft FEMA maps, and it indicates how the new draft flood maps change the determinations presented in October. “New flood” indicates that facility did not flood at that benchmark before, but now does. “Deeper flood” indicates that facility did flood at that benchmark, and now is shown as having a deeper flood. “No flooding” means no flooding at that benchmark. These evaluations should be considered preliminary as the maps are only draft and staff’s review is on-going. At some locations staff need to take a closer look at how the wave action is modeled on the new maps to determine if there is any impact – frequently, designs for protection are at a more detailed level than can be determined from a review of the maps, and at some locations staff will need to review the maps with FEMA staff to evaluate site-specific conditions at a facility.

Facility Name	FEMA Elevation Increase (ft)	Flooding Change	
		100-year	100-year plus 2.5
Prison Point CSO Facility, Cambridge	6 ¹	No flooding	
Charlestown Navy Yard Facility	3	New flood	Deeper flood
Alford Street Facility, Boston	3	Deeper flood	Deeper flood
DeLauri Pump Station, Boston	3	No flooding	New flood
Little Mystic Channel CSO Facility, Boston	3	No flooding	
Columbus Park Headworks, Boston	2	No flooding	
Deer Island Treatment Facility	1	No flooding ²	
South Boston CSO Pump Station	1	New flood	Deeper flood
South Boston CSO Tunnel Ventilation Building	1	Deeper flood	Deeper flood
Union Park Detention & Treatment Facility, Boston	1	New flood	Deeper flood
Wiggins Pump Station, Boston	1	No flooding	May flood ²

The three facility rehabilitation projects that are currently in design are not affected by the draft maps. Neither Alewife Pumping Station, Chelsea Screenhouse, nor Chelsea Headworks had a change in flood elevation.

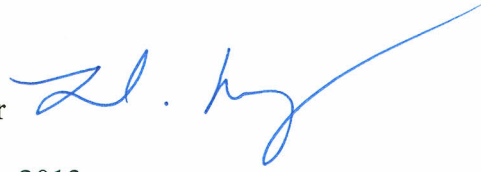
1 There are some potential data issues for this facility as the 100-year surge elevation for the same body of water is specified as six feet on the Middlesex side of the border and four feet on the Suffolk side. To be conservative, a higher number was chosen for the preliminary review presented here. The eventual elevation is moot since even the higher value is below the flooding elevation for that facility.

2 Staff are still in the process of taking a more detailed look at the new FEMA map data for these facilities.

Staff will continue to review the maps, and determine what comments may be appropriate to make to FEMA. When the maps are finalized, the new elevations will be incorporated into any emergency response plan changes and future facility rehabilitation designs. Staff also plan on providing an update to the Board on any changes to facility assessments when the maps for Norfolk County become available.

STAFF SUMMARY

TO: Board of Directors
FROM: Frederick A. Laskey, Executive Director
DATE: December 18, 2013
SUBJECT: Delegated Authority Report – November 2013



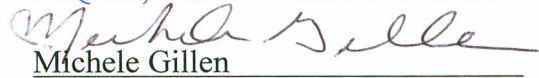
COMMITTEE: Administration, Finance & Audit

X INFORMATION
VOTE



Rachel C. Madden
Director, Administration & Finance

Barbie Aylward, Administrator A & F
Joanne Gover, Admin. Systems Coordinator
Preparer/Title



Michele Gillen
Deputy Director, Administration & Finance

RECOMMENDATION:

For information only. Attached is a listing of actions taken by the Executive Director under delegated authority for the period November 1 through November 30, 2013 .

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 \$25,000; and
- Amendments to the Position Control Register, if applicable.

BACKGROUND:

The Board of Directors' Management Policies and Procedures, as amended by the Board's vote on October 14, 2009, delegate authority to the Executive Director to approve the following:

Construction Contract Awards:

Up to \$1 million if the award is to the lowest bidder; or up to \$500,000 if the award is to other than the lowest bidder.

Change Orders:

Up to 25% of the original contract amount or \$250,000, 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 \$100,000 and one year with a firm; or up to \$50,000 and one year with an individual.

Non-Professional Service Contract Awards:

Up to \$250,000 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 \$1 million if the award is to the lowest bidder; or up to \$500,000 if the award is to other than the lowest bidder.

Amendments:

Up to 25% of the original contract amount or \$250,000, whichever is less, and for a term not exceeding an aggregate of six 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 NOVEMBER 1 - 30, 2013

DATE OF AWARD	TITLE AND EXPLANATION	CONTRACT	AMENDMENT/CO	COMPANY	FINANCIAL IMPACT
11/04/13	HULTMAN AQUEDUCT INTERCONNECTIONS Reduce pipe and joint repairs; Delete fire watch and manufacturer's representative allowances	6205	3	BARLETTA ENGINEERING DIVISION, INC.	(\$99,324.15)
11/04/13	PRIMARY AND SECONDARY CLARIFIER W3H FLUSHING SYSTEM DEER ISLAND TREATMENT PLANT Verify locations of buried electrical conduits and repair damage to existing electrical conduits using 3D Imaging and Electro-Magnetic Field (EMF) services and equipment	7374	2	DELTA CONTROL ENGINEERING, INC. d/b/a HARDING & SMITH	\$34,265.00
11/04/13	DEER ISLAND TREATMENT PLANT - LIGHTING IMPROVEMENTS PLAN, PHASE 5 Award of Energy Efficient Contract to NSTAR prequalified vendor for lighting improvements in the Centrifuge Building and Module 3 Digester for a term of 90 calendar days. Rebate totalling \$32,530 will be received from NSTAR upon project completion, resulting in a simple payback period of 7 years	5527	AWARD	RISE ENGINEERING	\$99,767.00
11/04/13	WATERTOWN SECTION REHABILITATION, WALTHAM AND WATERTOWN Realign 10-feet of existing 30-inch Ductile Iron pipe upstream of the existing 30-inch Butterfly Valve on Newton Street in Waltham; Perform additional concrete removal and replacement work on Pleasant Street in Watertown; Relocate newly installed sewer manhole and furnish and install a PVC sewer pipe to Building No. 55 on Newton Street in Waltham; Remove 11-feet of an existing 12-inch Clay Drain Pipe on River Street in Waltham and replace with 12-inch Ductile Iron Pipe	7222	2	J. D'AMICO, INC.	\$110,891.14
11/15/13	AIR COMPRESSOR SYSTEM SERVICE Award of contract to lowest responsive bidder for the annual inspection and testing, semi-annual preventive maintenance, emergency and non-emergency repair services for the air compressor systems located at various MWRA Facilities for a term of 730 calendar days	OP-221	AWARD	COOLING & HEATING SPECIALISTS, INC.	\$127,700.00
11/27/13	BLUE HILLS COVERED STORAGE DESIGN/BUILD PROJECT Decrease Local Police Detail and Fire Department Blast Monitoring Bid Item Allowances	6216	4	BARLETTA HEAVY DIVISION, INC.	(\$115,430.90)
11/26/13	INSTALLATION OF ENERGY-EFFICIENT LED EXTERIOR LIGHTING AT SOUTHBOROUGH Award of Energy Efficient Contract to NSTAR prequalified vendor for the installation of Energy-Efficient LED Exterior Lighting at Southborough Facility for a term of 90 calendar days. Rebate totalling \$13,400 will be received from NSTAR upon project completion, resulting in a simple payback period of 4.7 years	OP-230	AWARD	HORIZON SOLUTIONS LLC	\$40,140.00
11/27/13	OVERHEAD DOOR MAINTENANCE SERVICES DEER ISLAND TREATMENT PLANT Award of contract to lowest responsive bidder for scheduled testing and maintenance services, corrective and emergency repairs on 99 overhead doors located in 23 different buildings at the Deer Island Treatment Plant for a term of 730 calendar days	5522	AWARD	SAFEWAY OVERHEAD CRANE	\$91,838.00

PURCHASING DELEGATED AUTHORITY ITEMS - November 1 - 30, 2013

DATE OF AWARD	TITLE AND EXPLANATION	CONTRACT #	AMENDMENT	COMPANY	FINANCIAL IMPACT
11/4/13	ONE REPLACEMENT WOOD CHIPPER Award of a purchase order to the lowest responsive bidder, for one new replacement wood chipper. Field Operations has three chippers used to maintain easements, right-of-ways, and aqueducts, and to clear these and other facility sites of trees downed during storms. WRA-015 is the oldest unit of the three and the clutch and knives need to be replaced. Because of the overall age of the unit, Fleet Services has determined that it is no longer economically practical to continue to maintain and repair and recommends replacement	WRA-3720Q		SHELTER TREE, INC.	\$29,430.00
11/4/13	ONE REPLACEMENT HEADWORKS SCREEN POD Award of a purchase order to the lowest responsive bidder, for one replacement headworks screen pod. Grit settles to the bottom of the grit channels and is collected in grit pods, and screening (floating matter, such as pieces of cloth, paper, wood, hair, fiber, kitchen refuse, etc.) get trapped on climber screens and then collected in screen pods. There are 12 screen pods in total at the three remote headworks, Chelsea Creek, Columbus Park, and Ward Street. These facilities are on track for major rehabilitation, but construction is not expected to be completed for several years. All three utilize the same screen pods, so to minimize down time, staff recommends that MWRA purchase one spare replacement screen pod	WRA-3673		WESTECH ENGINEERING, INC.	\$48,650.00
11/4/13	TWO REPLACEMENT PORTABLE CENTRIFUGAL PUMPS Award of a purchase order to the lowest responsive bidder, for two replacement portable centrifugal pumps. Dri-prime pumps are automatic, self-priming pumps, with no moving parts in the priming system. These pumps are typically wheel-mounted and plated for over-the-road use to ensure optimum mobility. WRA-160 is a 34-year old pump assigned to Pipeline Maintenance. The volute is worn and pitted, the impeller needs to be replaced, and the unit can no longer pump to its full capacity. Fleet Services had determined that it is no longer cost effective to continue maintenance and repair and recommends replacement	WRA-3729Q		XYLEM DEWATERING SOLUTIONS, INC.	\$70,720.00
11/6/13	ONE NEW ARTICULATING MATERIAL HANDLER Award of a purchase order to the lowest responsive bidder, for one new articulating material handler for the Clinton Wastewater Treatment Plant. To facilitate all of the day-to-day tasks staff are required to perform in maintaining and operating the facility and its grounds, staff rely on a 17 year-old backhoe/loader. The body of the machine is beginning to rot, both seats are worn beyond repair, the roof has been patched several times to stop leaks, the backhoe bucket needs to be replaced and the pivot arm needs repair. The biggest shortcoming of the existing unit, beyond its physical condition, is its limited reach. It lacks the long and high reach necessary to access the activated sludge tank area and the horizontal reach necessary to off-load heavy palleted materials. Staff recommend that, instead of replacing the backhoe in-kind, MWRA purchase a new articulating material handler	WRA-3724		SUNBELT RENTALS, INC.	\$90,165.00
11/6/13	TWO NEW DUMP TRUCKS Award of a purchase order to the lowest responsive bidder, for two new dump trucks. A 1995 Ford dump truck is one of two six-wheel dump trucks assigned to Field Operations' Western Grounds Maintenance Unit in Southborough for aqueduct maintenance. The dump body is rotting and the brakes and head gasket need to be replaced. A 2001 Chevrolet dump truck, is one of two six-wheel dump trucks assigned to the Deer Island Treatment Plant and used mostly for plowing and sanding. The entire undercarriage is rotted. Fleet Services had determined that it is no longer economically practical to continue to maintain and repair these older trucks and recommends replacement	WRA-3718		BOSTON FREIGHTLINER, INC.	\$266,850.00
11/15/13	RENEWAL OF AUTO CAD SUBSCRIPTION Approval of purchase order for the maintenance and support of AutoCAD. The AutoCAD agreement provides for a consolidated renewal of all AutoCAD products and software licenses; standard software updates, online technical assistance, enhancements to the products and flexible licensing, for the period of December 13, 2013 through December 12, 2014	GS-35F-4543G		DLT SOLUTIONS INC.	\$31,654.50
11/15/13	25 REPLACEMENT TELOG WASTEWATER METER LOGGER BOARDS Award of a sole source purchase order for 25 replacement Telog wastewater meter logger boards. The Flodar wastewater meter logger boards are failing and resulting in a loss of meter data. Currently four meters are out of service because the boards are no longer being manufactured and cannot be purchased individually. Telog Instruments, Inc., has agreed to set up a special manufacturing run if MWRA places an order of at least 25 boards.			TELOG INSTRUMENTS, INC.	\$40,000.00
11/15/13	FLOW TESTING SERVICES FOR MWRA'S REVENUE WATER METERS Award of a three year purchase order contract, to the lowest responsive bidder, for flow testing services for MWRA's revenue water meters. As an integral part of MWRA's quality control, staff recommend the services under this contract to independently verify the accuracy of MWRA's revenue meters at most of its 190 meter locations. Testing performed under this contract, is in accordance with accepted American Water Works Association standards, will help to verify that all MWRA's revenue water meters are functioning properly and calibrated accurately, resulting in reliable calculations of rate charges	WRA-3669		ADS ENVIRONMENTAL SERVICES	\$246,877.36
11/15/13	SUPPLY AND DELIVERY OF ULTRA-LOW SULFUR, #2 DIESEL FUEL Award of a purchase order for the supply and delivery of 168,000 gallons of ultra-low sulfur, #2 diesel fuel for the Deer Island Thermal/Power Plant to Global Montello Group, in accordance with pricing established under State Blanket Contract ENE32	ENE32		GLOBAL MONTELLO GROUP	\$507,444.00
11/22/13	PREVENTATIVE MAINTENANCE FOR THE DEPARTMENT OF LABORATORY SERVICES' METALS INSTRUMENTS Award of a sole source purchase order for an instrument maintenance agreement for the Department of Laboratory Services' metals instruments at Deer Island. The Department of Laboratory Services currently has five operating metals instruments at its Central Laboratory. Each year since the initial maintenance agreement expired, MWRA has renewed the agreements with the original vendor on a sole-source basis to ensure that the highest quality maintenance service, parts availability, and overall customer service is provided			PERKIN ELMER, INC.	\$43,509.36
11/26/13	WIRELESS NETWORK SURVEY AND ACCESS POINT INSTALLATION Award of a purchase order to the lowest responsive bidder, for Vehicle Maintenance Management (VMM) and Close Circuit Television (CCTV) Inspection Truck areas. Wireless access points connect wireless clients to a wired Ethernet network and centralize all Wi-Fi clients on a local network. The new CCTV inspection truck is configured to download the information captured during inspections to the MWRA network. Since the CCTV inspection truck bay does not have access to a wireless network, the connection has to be done manually. With this installation, the information captured in the trucks will start downloading automatically once the trucks enter the wireless signal perimeter	WRA-3737Q SC ITT50		TOTAL COMMUNICATIONS, INC.	\$29,557.85

PURCHASING DELEGATED AUTHORITY ITEMS - November 1 - 30, 2013

DATE OF AWARD	TITLE AND EXPLANATION	CONTRACT #	AMENDMENT	COMPANY	FINANCIAL IMPACT
11/26/13	<p>TEN PORTABLE VENT BLOWERS</p> <p>Award of a purchase order to the lowest responsive bidder, for 10 portable vent blowers for the Deer Island Treatment Plant. The Deer Island Treatment Plant currently has four large mobile ventilation units (MVUs) that are used to ventilate hydrogen sulfide gas for the covered primary clarifiers. Approximately three to four years ago, staff began to supplement the use of MVU trailers with smaller, portable air blowers that are dramatically less costly. There are currently 24 of these portable blowers. Staff are considering declaring the four MVU's surplus but as part of that process, staff recommend MWRA purchase and additional 10 portable blowers.</p>	WRA-3743Q		CRONI-COOK & ASSOCIATES, INC.	\$29,655.00
11/26/13	<p>SUPPLY OF CLASS I BITUMINOUS CONCRETE PAVEMENT (HOT MIX)</p> <p>Award of a purchase order to the lowest responsive bidder, for the term of one year, for the supply of Class I bituminous concrete (hot mix). Valve replacement and leak repair work requires excavation around pipe: much of this excavation work takes place in paved roadways. Upon completion of the excavation, repair/replacement work, and backfilling, MWRA is required to restore the pavement to its original condition by repaving with bituminous asphalt, often referred to as "hot mix"</p>	WRA-3662		M. SUSI HMA LLC	\$62,085.00
11/26/13	<p>PLUMBING SUPPLIES</p> <p>Award of a purchase order to the lowest responsive bidder, for plumbing supplies for the Deer Island Treatment Plant. The Deer Island Treatment Plant utilizes ten thickened primary sludge pumps. Staff will soon complete the process of swapping out all ten original plunger-type pumps to progressive cavity pumps. Staff will need to purchase some associated plumbing supplies to complete the installation. These plumbing supplies include glass-lined pipe, elbows, tees, caps, clamps, and other appurtenant supplies</p>	WRA-3675		F.W. WEBB COMPANY	\$82,280.00
11/26/13	<p>18 DRIVE ASSEMBLIES FOR THE PRIMARY SLUDGE PUMPS</p> <p>Award of a purchase order to the lowest responsive bidder, for 18 drive assemblies for the primary sludge pumps at the Deer Island Treatment Plant. There are 72 primary sludge pumps on Deer Island, 18 in each of Primary Galleries A, B, C, and D, each pump has a drive assembly. The original drives were installed under the Boston Harbor Project and are almost 19 years old. The manufacturer no longer supports them, and since maintenance and repair are becoming increasingly more frequent, a decision was made to begin the process of completely replacing all of the drive assemblies</p>	WRA-3744		MOTION INDUSTRIES, INC.	\$100,620.00
11/26/13	<p>ONE NEW REPLACEMENT CRANE</p> <p>Award of a purchase order to the lowest responsive bidder, for one new replacement crane for the Deer Island Treatment Plant. The Deer Island Treatment Plant consists of a vast sprawling campus of buildings and systems. Day-to-day maintenance activities frequently require staff to replace equipment or move apparatus around the island utilizing a large 34-year-old Grove crane. Despite regular maintenance over the years, a determination has been made that the crane is now beyond its useful life</p>	WRA-3721		SHAWMUT EQUIPMENT COMPANY	\$352,000.00

POSITION CONTROL REGISTER (PCR) LOCATION CHANGES NOVEMBER 2013

<u>DATE OF CHANGE</u>	<u>POSITION TITLE</u>	<u>CURRENT PCR#</u>	<u>CURRENT COST CENTER</u>	<u>NEW PCR #</u>	<u>NEW COST CENTER</u>	<u>REASON FOR CHANGE</u>
11/2/2013	Facilities Specialist	5410005	Facilities Maint - Metro	29880163	Trade Labor Maintenance	To meet Trade Labor Maintenance staffing needs.
11/30/2013	Facilities Specialist	3383045	Pipe Maintenance - Water	5410036	Facility Maint - Metro	To consolidate masonry function.
11/30/2013	Trades Foreman	3383032	Pipe Maintenance - Water	5410035	Facility Maint - Metro	To consolidate masonry function.

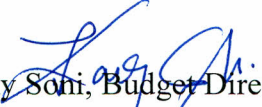
STAFF SUMMARY

TO: Board of Directors
FROM: Frederick A. Laskey, Executive Director
DATE: December 18, 2013
SUBJECT: FY14 Financial Update and Summary



COMMITTEE: Administration, Finance & Audit

INFORMATION
 VOTE


 Kathy Soni, Budget Director
David Whelan, Budget Manager
 Preparer/Title


Rachel C. Madden
 Director, Administration and Finance

RECOMMENDATION:

For information only. This staff summary provides a financial update and variance highlights through November 2013, comparing actual spending to the budget.

DISCUSSION:

Total year-to-date expenses are lower than budget by \$5.0 million or 1.8% and total revenues are over budget by \$1.1 million or 0.4% for a net variance of \$6.1 million.

The expense variances by major categories are represented in the table below:

	FY14 Budget (November)	FY14 Actual (November)	\$ Variance	% Variance
Direct Expenses	\$84.7	\$85.2	\$0.6	0.7%
Indirect Expenses	\$22.0	\$21.8	-\$0.1	-0.7%
Debt Service	\$165.4	\$160.0	-\$5.4	-3.3%
Total	\$272.1	\$267.1	-\$5.0	-1.8%

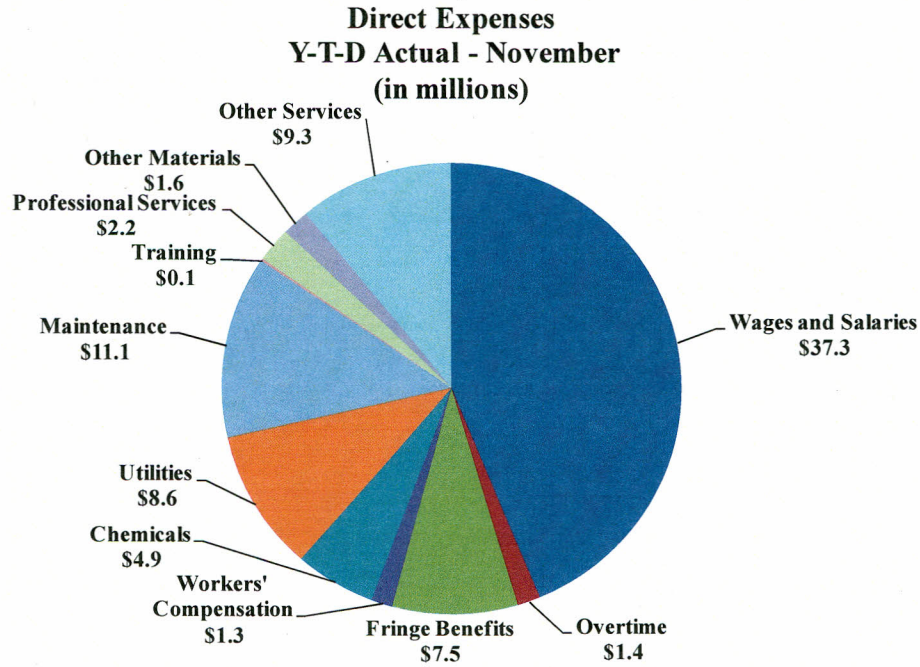
The largest variance year-to-date is the debt service expense which is below budget by \$5.4 million due to the continued favorable short-term rate environment. Indirect expenses are below budget by \$147,000 due primarily to lower insurance expenses. This underspending is offset by higher direct expenses of \$584,000 mainly due to maintenance, workers' compensation, and utilities. The majority of higher than budgeted direct expense spending is related to timing.

After the first six months of actual expenses, staff intend to once again deposit any favorable debt service savings into the approved defeasance account.

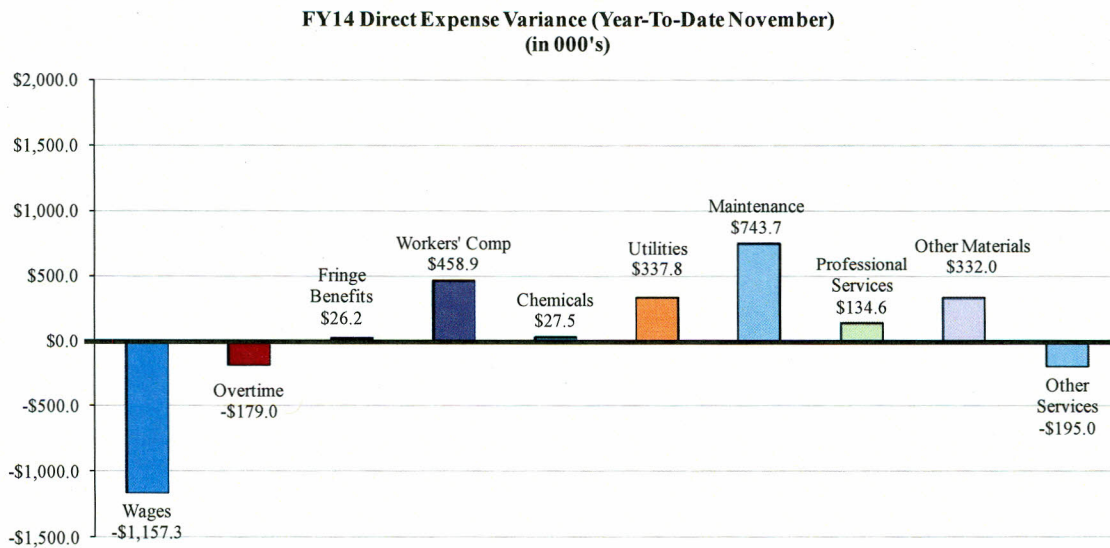
Please refer to Attachment 1 for a more detailed comparison by line item.

Direct Expenses

Direct expenses total \$85.2 million, \$584,000 or 0.7% higher than budget.



The overspending on direct expenses is related to maintenance, workers' compensation, utilities, other materials, and professional services. The overspending was offset by lower than budgeted spending for wages and salaries, other services, and overtime.



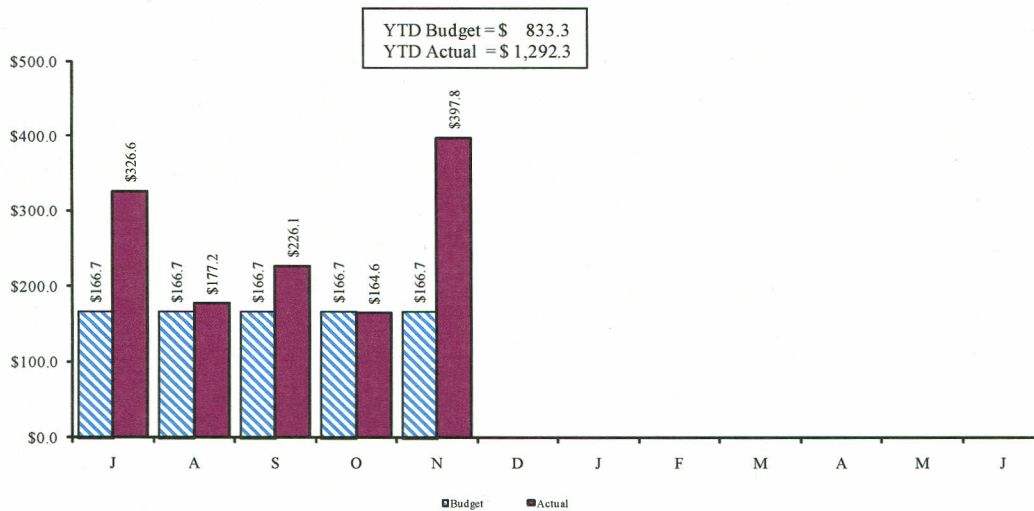
Maintenance

Maintenance is overspent by \$744,000 or 7.2% year-to-date. Material purchases are greater than budgeted by \$1.1 million and services are underspent by \$368,000. The majority of the variance is timing related for projects scheduled for FY13 completed in FY14 such as the Manhole Rehabilitation project, various parts purchases in Field Operations, and unplanned projects for the Steam Turbine Generator and replacement of the Combustion Turbine Generator hydraulic pump and valve replacement at Deer Island offset by the Steam Turbine Generator inspection/overhaul, which is now planned for the Spring.

Workers' Compensation

Workers' Compensation expenses are higher than budget by \$459,000 or 55.1%. To date, actual medical expenses are \$413,000 higher than budget. During November, actual spending including the reserves exceeded the budget by \$231,000.

FY14 Workers' Compensation Spending (Year-To-Date November)
(in thousands)



# of Open Claims-Lost Time	76	69	67	63	60						
# of Open Claims-Medical Only	25	27	22	27	24						

Utilities

Utilities are over budget by \$338,000 or 4.1% primarily due to the timing of a diesel fuel purchase of \$521,000 at Deer Island budgeted in March, purchased in November and favorable pricing offset by lower electricity of \$122,000 and lower water of \$53,000.

Other Materials

Other Materials are over budget by \$332,000 or 25.4% mainly due to unbudgeted purchase of gas detection equipment and the timing of work clothes, postage, and computer hardware expenses.

Professional Services

Professional Services are over budget by \$135,000 or 6.7% mainly due to higher than budgeted as-needed engineering expenses offset by lower than budgeted legal, and lab and testing expenses.

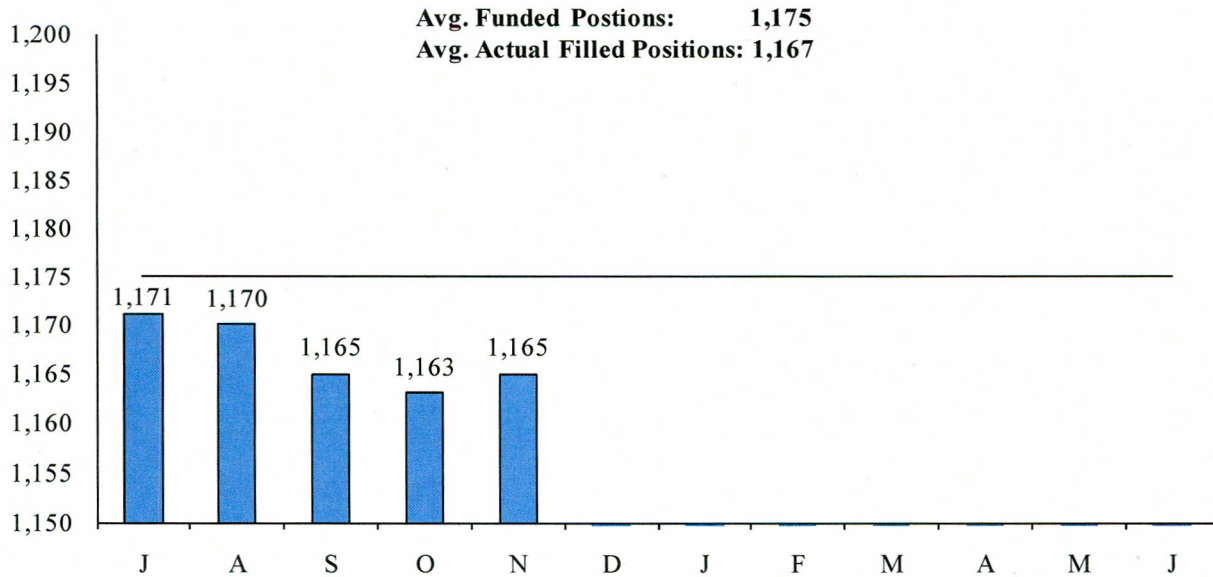
Chemicals

Chemicals are overspent by \$28,000 or 0.6% mainly due to higher than budgeted spending for hypochlorite of \$170,000 and Hydrogen Peroxide of \$117,000 due to lower flows requiring increased dosing offset by lower than budgeted spending for Nytrazyme of \$175,000 due to system improvements by the Town of Framingham which have resulted in lower hydrogen sulfide levels in the Framingham Extension Relief Sewer and activated carbon of \$112,000 mainly due to timing.

Wages and Salaries

Wages and Salaries are underspent by \$1.2 million or 3.0% mainly as a result of lower than budgeted filled positions, the salary mix differential between staff retiring at higher rates and new hires coming on board at lower rates, offset by higher than budgeted use of accrued leave time. The average actual filled positions were 1,167, 8 positions lower than the 1,175 positions funded. Additionally, MWRA currently has 6 temporary employees.

FY14 MWRA Headcount Trend



Other Services

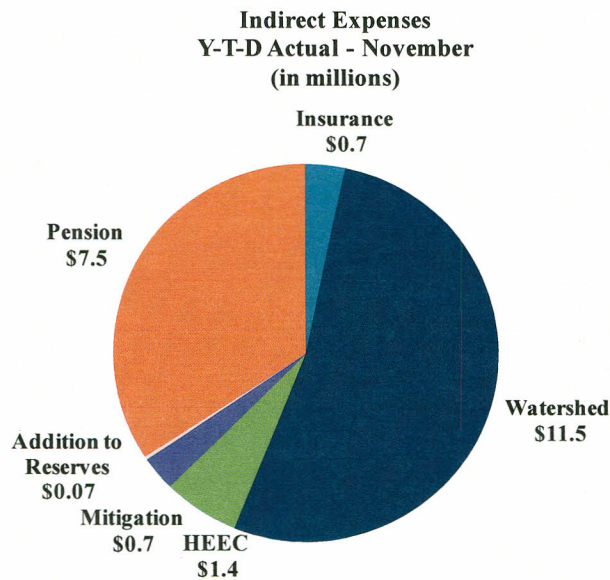
Other Services are underspent by \$195,000 or 2.0% year-to-date. The majority of the variance is due to lower than budgeted sludge quantities. Sludge quantities year-to-date are approximately 6% lower, 98.9 tons per day versus 105.5 budgeted. This underspending is offset by higher than budgeted spending for membership/dues due to timing, space/lease rentals due to building improvements, and police details due to higher than projected need.

Overtime

Overtime is underspent by \$179,000 or 11.6% year-to-date at both Deer Island and Field Operations due to lower than budgeted wet weather events.

Indirect Expenses

Indirect expenses total \$21.8 million, \$147,000 or 0.7% lower than budget.

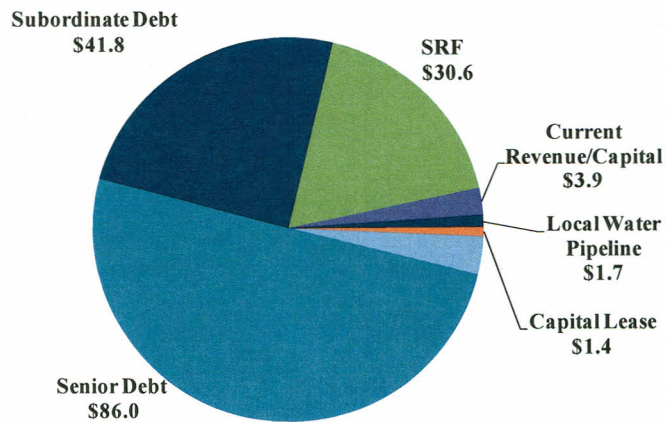


The majority of the year-to-date underspending on Indirect Expenses is for lower insurance expenses of \$158,000, mostly related to claims.

Debt Service Expenses

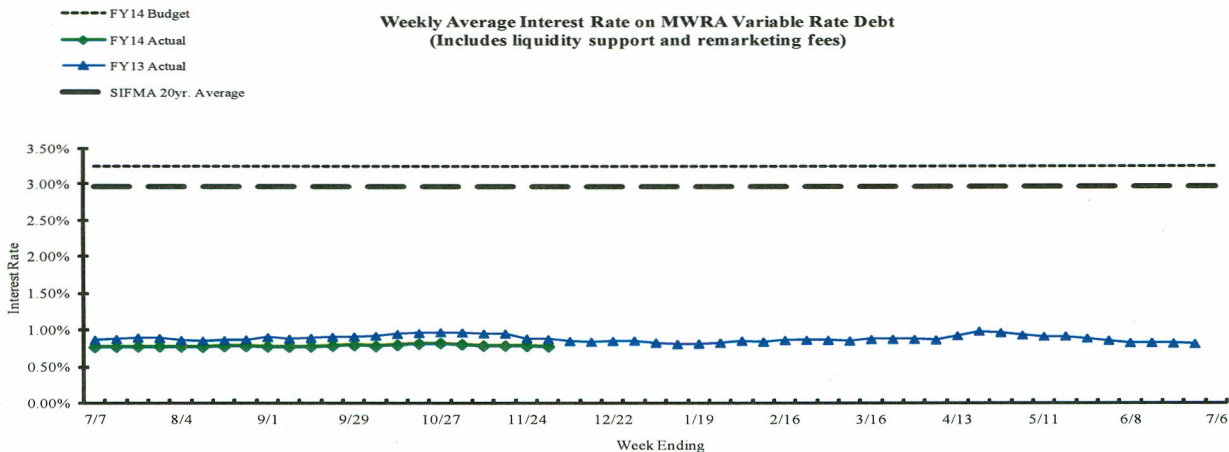
Debt Service expenses include the principal and interest payment for fixed debt, the variable subordinate debt, and the State Revolving Fund (SRF) obligation, the commercial paper program for the local water pipeline projects, current revenue for capital, and the Chelsea facility lease payment.

**Debt Expenses
Y-T-D Actual- November
(in millions)**



Debt Service expenses through November totaled \$160.0 million which is \$5.4 million or 3.3% lower than budgeted levels due to favorable short-term interest rates.

The graph below reflects the variable rate trend by month over the past year in comparison with FY13 Actuals and the FY14 Budget for the same period.



Revenue

Year-to-date revenue for FY14 totals \$281.1 million which is \$1.1 million or 0.4% higher than budget due to higher non-rate revenue of \$1.3 million offset by lower Investment Income of \$264,000 due to lower than budgeted long-term rates.

The higher non-rate Revenue is mainly due to higher energy revenue of \$656,000 due to the timing and higher Demand Response and Renewable Portfolio Standard (RPS) sales, \$186,000 for the sale of unbudgeted emergency water for the Town of Hudson, \$155,000 for the sale of

surplus equipment, the timing of Fore River Railroad and Rutland Holden reimbursement of \$59,000 and \$24,000 respectively, and approximately \$254,000 for a variety of vendor rebates and other smaller items.

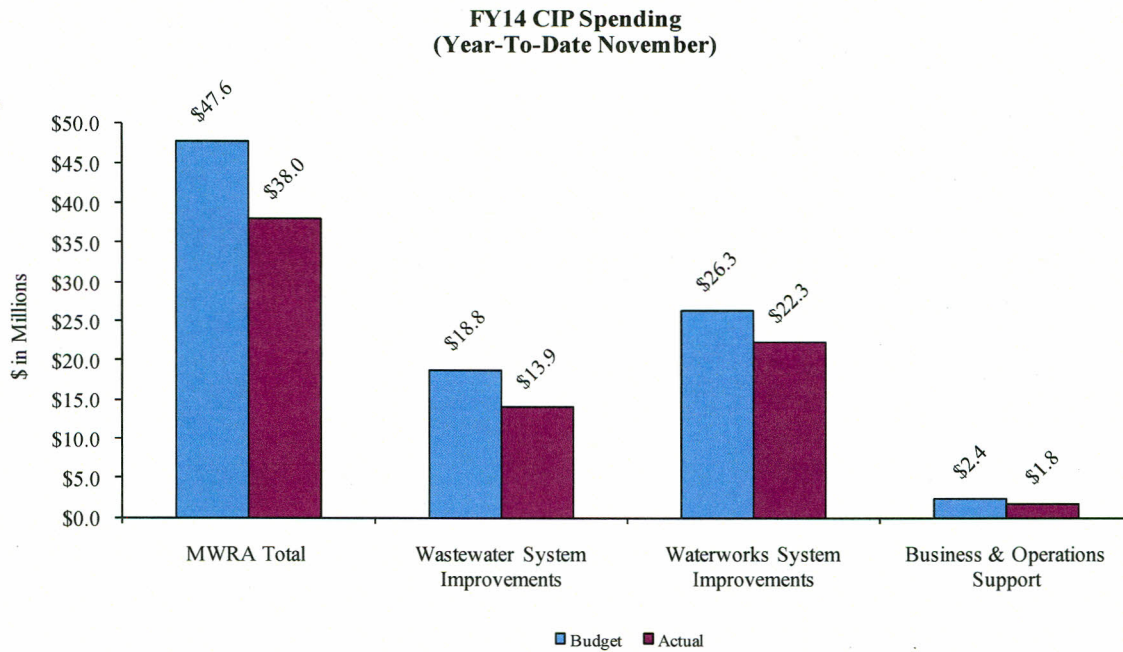
Please refer to Attachment 2 for a more detailed comparison by line item.

FY14 Capital Improvement Program

Spending year-to-date in FY14 totals \$38.0 million, \$9.6 million or 20.1% lower than budget. After accounting for programs which are not directly under MWRA's control, most notably the Inflow and Infiltration (I/I) program, the Local Water Pipeline program, and the community managed Combined Sewer Overflow (CSOs) projects, the underspending is \$8.1 million or 24.5%.

Underspending was reported in all programs: Wastewater of \$4.9 million, Waterworks of \$4.0 million, and Business and Operations Support of \$665,000.

Spending By Program:



\$ in Millions	Budget	Actuals	\$ Var.	% Var.
Wastewater System Improvements				
Interception & Pumping	1.9	1.4	-0.5	-27.4%
Treatment	4.8	5.1	0.3	6.5%
Residuals	0.1	0.1	-0.1	-66.1%
CSO	11.7	4.5	-7.2	-61.5%
Other	0.3	2.9	2.6	920.6%
Total Wastewater System Improvements	\$18.8	\$13.9	-\$4.9	-26.0%
Waterworks System Improvements				
Drinking Water Quality Improvements	17.0	12.9	-4.1	-24.1%
Transmission	3.5	2.4	-1.0	-29.5%
Distribution & Pumping	3.8	2.3	-1.4	-38.2%
Other	2.1	4.7	2.5	118.2%
Total Waterworks System Improvements	\$26.3	\$22.3	-\$4.0	-15.3%
Business & Operations Support	\$2.4	\$1.8	-\$0.7	-27.4%
Total MWRA	\$47.6	\$38.0	-\$9.6	-20.1%

The main reasons for FY14 underspending were:

1. **Combined Sewer Overflow (CSOs)** of \$7.2 million – primarily due to the Cambridge Sewer Separation payment of \$6.7 million which is lower than originally estimated, North Dorchester Bay of \$307,000 mainly due to lower than projected design/resident inspection work, and the Alewife Brook Gate and Siphon design project of \$200,000.
2. **Drinking Water Quality Improvements** of \$4.1 million – mainly for lower than budgeted spending for the Spot Pond Covered Storage Tank of \$3.1 million mainly for site issues and timing of equipment purchases, Quabbin Water Treatment Plant of \$740,000 due to delay in the delivery of equipment purchases such as the butterfly valves and the UV unit, and Carroll Water Treatment Plant of \$325,000 mainly due to design delays for modifications to existing maintenance facilities. Offset by overspending on Blue Hills Covered Storage of \$112,000 for FY13 work invoiced in FY14.
3. **Water Distribution and Pumping** of \$1.4 million – mainly for lower spending on Northern Intermediate High of \$679,000 primarily due to schedule shift of Gillis Pump Station Improvements and lower than anticipated design services for Section 89 & 29 Redundancy, Southern Spine Distribution Mains of \$289,000 due to the completion of Section 21, 43, & 22 Design Project below budget, Lynnfield Pipeline of \$193,000 due to timing of final work, Valve Replacement of \$125,000 due to timing of equipment purchases, and Weston Aqueduct Supply Mains of \$107,000.
4. **Water Transmission** of \$1.0 million – mainly for lower than budgeted spending for Hultman Rehabilitation of \$515,000 and Watershed Land Acquisition of \$273,000 due to timing. Additional underspending on other projects totaled approximately \$206,000.
5. **Wastewater Interception and Pumping** of \$527,000 – primarily due to Nut Island Headworks Electric and Gas Conveyance construction of \$569,000 due to award being less than budget and Chelsea Creek Headworks design of \$53,000 due to delays. Offset by overspending on Prison Point HVAC Upgrade of \$101,000 due to contractor progress.

The underspending was offset by overspending for the Community Financial Assistance Programs:

1. **Wastewater Other** of \$2.6 million – primarily due to Inflow and Infiltration (I/I) community requests for grants and loans being greater than budgeted.
2. **Waterworks Other** of \$2.5 million – primarily due to Local Water Pipeline Assistance Program community requests for grants being greater than budgeted.

Please refer to Attachment 3 for additional details.

Construction Fund Balance

The construction fund balance was at \$89 million as of November 2013. Commercial Paper availability was at \$206 million to fund construction projects.

- Attachment 1 – Variance Summary November 2013
- Attachment 2 – Current Expense Variance Explanations
- Attachment 3 – Capital Improvement Program Variance Explanations

ATTACHMENT 1

	November 2013 Year-to-Date					
	Period 5 YTD Budget	Period 5 YTD Actual	Period 5 YTD Variance	%	FY14 Approved	% Expended
EXPENSES						
WAGES AND SALARIES	\$ 38,458,346	\$ 37,301,046	\$ (1,157,300)	-3.0%	\$ 94,874,284	39.3%
OVERTIME	1,538,729	1,359,682	(179,047)	-11.6%	3,580,025	38.0%
FRINGE BENEFITS	7,507,476	7,533,713	26,237	0.3%	18,063,825	41.7%
WORKERS' COMPENSATION	833,333	1,292,254	458,921	55.1%	2,000,000	64.6%
CHEMICALS	4,823,637	4,851,175	27,538	0.6%	10,671,225	45.5%
ENERGY AND UTILITIES	8,266,147	8,603,970	337,823	4.1%	22,760,588	37.8%
MAINTENANCE	10,324,691	11,068,372	743,681	7.2%	27,761,580	39.9%
TRAINING AND MEETINGS	77,439	131,496	54,057	69.8%	330,917	39.7%
PROFESSIONAL SERVICES	2,016,253	2,150,817	134,564	6.7%	6,083,402	35.4%
OTHER MATERIALS	1,307,632	1,639,604	331,972	25.4%	5,969,470	27.5%
OTHER SERVICES	9,510,902	9,316,111	(194,791)	-2.0%	22,278,700	41.8%
TOTAL DIRECT EXPENSES	\$ 84,664,585	\$ 85,248,240	\$ 583,657	0.7%	\$ 214,374,016	39.8%
INSURANCE	\$ 885,762	\$ 728,139	\$ (157,623)	-17.8%	\$ 2,093,618	34.8%
WATERSHED/PILOT	11,513,968	11,518,195	4,227	0.0%	27,214,833	42.3%
BEC _o PAYMENT	1,400,025	1,399,450	(575)	0.0%	3,346,854	41.8%
MITIGATION	662,876	653,785	(9,091)	-1.4%	1,566,797	41.7%
ADDITIONS TO RESERVES	71,629	71,629	-	0.0%	169,304	42.3%
RETIREMENT FUND	7,455,103	7,470,927	15,824	0.2%	12,431,515	60.1%
TOTAL INDIRECT EXPENSES	\$ 21,989,363	\$ 21,842,125	\$ (147,238)	-0.7%	\$ 46,822,921	46.6%
STATE REVOLVING FUND	\$ 30,569,726	\$ 30,569,726	\$ -	0.0%	\$ 75,960,616	40.2%
SENIOR DEBT	86,027,602	86,027,602	-	0.0%	204,471,302	42.1%
CORD FUND	-	-	-	---	132,238	0.0%
CURRENT REVENUE/CAPITAL	3,892,308	3,892,308	-	0.0%	9,200,000	42.3%
SUBORDINATE MWRA DEBT	41,801,396	41,801,396	-	0.0%	100,117,241	41.8%
LOCAL WATER PIPELINE CP	1,746,382	1,746,382	-	0.0%	4,127,810	42.3%
CAPITAL LEASE	1,361,064	1,361,064	-	0.0%	3,217,060	42.3%
VARIABLE DEBT	-	(5,433,169)	(5,433,169)	---	-	0.0%
DEFEASANCE ACCOUNT	-	-	-	---	-	---
TOTAL DEBT SERVICE	\$ 165,398,477	\$ 159,965,308	\$ (5,433,169)	-3.3%	\$ 397,226,267	40.3%
TOTAL EXPENSES	\$ 272,052,425	\$ 267,055,673	\$ (4,996,750)	-1.8%	\$ 658,423,204	40.6%
REVENUE & INCOME						
RATE REVENUE	\$ 265,997,346	\$ 265,997,346	\$ -	0.0%	\$ 628,721,000	42.3%
OTHER USER CHARGES	3,686,791	3,639,518	(47,273)	-1.3%	8,127,379	44.8%
OTHER REVENUE	3,427,808	4,809,139	1,381,331	40.3%	6,444,291	74.6%
RATE STABILIZATION	1,480,769	1,480,769	-	0.0%	3,500,000	42.3%
INVESTMENT INCOME	5,431,724	5,167,505	(264,219)	-4.9%	11,630,534	44.4%
TOTAL REVENUE & INCOME	\$ 280,024,438	\$ 281,094,277	\$ 1,069,839	0.4%	\$ 658,423,204	42.7%

ATTACHMENT 2
Current Expense Variance Explanations

Total MWRA	FY14 Budget YTD November	FY14 Actuals YTD November	FY14 YTD Actual vs. FY14 Budget		Explanations
			\$	%	
Direct Expenses					
Wages & Salaries	38,458,346	37,301,046	(1,157,300)	-3.0%	Underspending is due to lower headcount, the salary mix differential between staff retiring at higher rates and new hires coming on board at lower rates, offset by higher than budgeted use of accrued leave time. At the end of November the average filled positions year-to-date was 1,167, 8 positions less than the 1,175 funded positions.
Overtime	1,538,729	1,359,682	(179,047)	-11.6%	Lower than budgeted wet weather events at both Deer Island and Field Operations.
Fringe Benefits	7,507,476	7,533,713	26,237	0.3%	Primarily at budgeted levels.
Worker's Compensation	833,333	1,292,254	458,921	55.1%	Overspending primarily due to medical expenses being \$413k higher than budget.
Chemicals	4,823,637	4,851,175	27,538	0.6%	Overspending for Sodium Hypochlorite of \$170k, Hydrogen Peroxide of \$117k and Soda Ash of \$53k, offset by underspending for Nitrazyme of \$175k and Activated Carbon of \$112k.
Utilities	8,266,147	8,603,970	337,823	4.1%	Overspending due to timing of a diesel fuel purchase of \$521k at Deer Island due to favorable pricing offset by lower electricity of \$122k and lower water of \$53k.
Maintenance	10,324,691	11,068,372	743,681	7.2%	Material purchases are greater than budgeted by \$1.1 million and services are underspent by \$368k. The majority of the variance is timing related for projects scheduled for FY13 completed in FY14 such as the Manhole Rehabilitation project, various parts purchases in Field Operations, and unplanned projects for the Steam Turbine Generator and replacement of the Combustion Turbine Generator hydraulic pump and valve replacement at Deer Island offset by the Steam Turbine Generator inspection/overhaul which is now planned for the Spring.
Training & Meetings	77,439	131,496	54,057	69.8%	Higher spending primarily due to timing.

ATTACHMENT 2
Current Expense Variance Explanations

Total MWRA	FY14 Budget YTD November	FY14 Actuals YTD November	FY14 YTD Actual vs. FY14 Budget		Explanations
			\$	%	
Professional Services	2,016,253	2,150,817	134,564	6.7%	Higher spending for Engineering of \$92k offset by lower spending for Legal of \$23k and Lab & Testing of \$11k.
Other Materials	1,307,632	1,639,604	331,972	25.4%	Higher spending for Health/Safety of \$107k for unbudgeted gas detection equipment, Work Clothes of \$100k, Postage of \$48k, and Computer Hardware of \$45k primarily due to timing.
Other Services	9,510,902	9,316,111	(194,791)	-2.0%	Underspending for Sludge Pelletization of \$315k due to lower than budgeted sludge quantities (y-t-d 98.9 tpd vs. 105.5 tpd budgeted) offset by higher spending for membership/dues, space/lease rentals, and police details.
Total Direct Expenses	84,664,585	85,248,240	583,655	0.7%	
Indirect Expenses					
Insurance	885,762	728,139	(157,623)	-17.8%	Lower spending for Claims of \$151k and Premiums of \$7k.
Watershed/PILOT	11,513,968	11,518,195	4,227	0.0%	
HEEC Payment	1,400,025	1,399,450	(575)	0.0%	
Mitigation	662,876	653,785	(9,091)	-1.4%	
Addition to Reserves	71,629	71,629	-	0.0%	
Pension Expense	7,455,103	7,470,927	15,824	0.2%	
Post Employee Benefits	-	-	-		
Total Indirect Expenses	21,989,363	21,842,125	(147,238)	-0.7%	
Debt Service					
Debt Service	165,398,477	159,965,308	(5,433,169)	-3.3%	Variance is due to continued favorable short-term interest rates.
Debt Service Assistance	-	-	-		
Total Debt Service Expenses	165,398,477	159,965,308	(5,433,169)	-3.3%	
Total Expenses	272,052,425	267,055,673	(4,996,749)	-1.8%	

**ATTACHMENT 2
Current Expense Variance Explanations**

Total MWRA	FY14 Budget YTD November	FY14 Actuals YTD November	FY14 YTD Actual vs. FY14 Budget		Explanations
			\$	%	
Revenue & Income					
Rate Revenue	265,997,346	265,997,346	-	0.0%	
Other User Charges	3,686,791	3,639,518	(47,273)	-1.3%	
Other Revenue	3,427,808	4,809,139	1,381,331	40.3%	Higher non-rate Revenue is mainly due to higher energy revenue of \$656k mainly due to the timing and higher Demand Response and Renewable Portfolio (RPS) sales, \$186k for the sale of unbudgeted emergency water for the Town of Hudson, \$155k for the sale of surplus equipment, the timing of Fore River Railroad and Rutland Holden reimbursement of \$59k and \$24k respectively, and approximately \$254k for a variety of vendor rebates and other smaller items.
Rate Stabilization	1,480,769	1,480,769	-	0.0%	
Investment Income	5,431,724	5,167,505	(264,219)	-4.9%	Lower Investment Income due to lower than budgeted long-term rates.
Total Revenue	280,024,438	281,094,277	1,069,839	0.4%	
Net Revenue in Excess of Expenses	7,972,013	14,038,604	6,066,588		

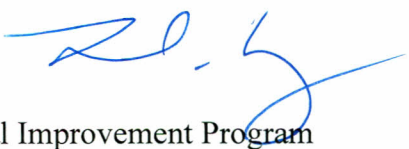
ATTACHMENT 3
Capital Improvement Program Variance Explanations

	FY14 Budget YTD November	FY14 Actuals YTD November	YTD Actuals vs. Budget		Explanations
			\$	%	
Interception & Pumping (I&P)	\$1,920	\$1,394	(\$527)	-27.4%	Underspending mainly due to award less than budget on Nut Island Electrical & Grit/Screens Conveyance - Construction contract of \$569,000 and a schedule shift on the Chelsea Creek Headworks Upgrade - Design/Construction Administration contract.
Treatment	\$4,777	\$5,086	\$309	6.5%	Overspending due to Digester Modifications 1 and 2 Pipe Replacement of \$821,000 and Expansion Joint Repair Construction 2 of \$351,000 due to work scheduled for FY13 performed in FY14, Electrical Equipment Upgrades Construction 4 of \$190,000 and Process Information Control Systems (PICS) of \$109,000 due to timing. Offset by underspending on North Main Pump Station VFD Replacement Construction of \$720,000 and Centrifuge Back drive Replacement of \$232,000 due to timing of equipment delivery, and Roof Replacement Phase 3 of \$216,000 due to schedule change.
Residuals	\$148	\$50	(\$98)	-66.1%	
CSO	\$11,660	\$4,489	(\$7,172)	-	Underspending on Cambridge Sewer Separation of \$6.6M due to lower than anticipated expenditures for contracts 8B and 9 and less than anticipated design services to-date on North Dorchester Bay Outfall of \$222,000 and MWR003 Gate & Siphon of \$129,000.
Other Wastewater	\$283	\$2,887	\$2,604	-	Overspending on Infiltration and Inflow (I/I) due to community requests for grants and loans being greater than budgeted.
Total Wastewater	\$18,789	\$13,906	(\$4,883)	-26.0%	
Drinking Water Quality Improvements	\$16,979	\$12,879	(\$4,100)	-24.1%	Underspending for Spot Pond Storage Facility of \$3.1M mainly for site issues and timing of equipment purchases, Quabbin Water Treatment Plant of \$740,000 mainly for Ultraviolet Disinfection Construction due to schedule shifts and delay in butterfly valve and UV unit purchase and Carroll Water Treatment Plant of \$325,000 mainly for Existing Facility Modifications, CP7 - Design due to schedule shift.

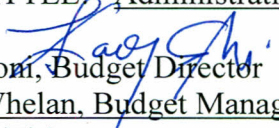

ATTACHMENT 3
Capital Improvement Program Variance Explanations

	FY14 Budget YTD November	FY14 Actuals YTD November	YTD Actuals vs. Budget		Explanations
			\$	%	
Transmission	\$3,454	\$2,434	(\$1,020)	-29.5%	Underspending for MetroWest Supply Tunnel of \$515,000 mainly due to timing of final work, Watershed Land of \$273,000 due to the timing of land acquisitions, and Long-Term Redundancy for the Sudbury Aqueduct MEPA Review of \$207,000.
Distribution & Pumping	\$3,770	\$2,329	(\$1,441)	-38.2%	Underspending on Northern Intermediate High Redundancy & Storage of \$679,000 mainly due to schedule shift for Gillis Pump Station Improvements and less than anticipated design services due to change in pipe alignment for Sections 89 and 29 Redundancy, Southern Spine Distribution Mains of \$289,000 due to the completion of Sections 21, 43 & 22 Design below budget, Lynnfield Pipeline of \$193,000 due to timing of final construction work, and Valve Replacement of \$125,000 due to timing of equipment purchases. Also, Weston Aqueduct Supply Mains of \$107,000 mainly due award lower than budget for WASM3 Design/Construction Administration/Resident Inspection of \$513,000 partially offset by greater than anticipated contractor progress on Watertown Section Rehabilitation of \$513,000.
Other Waterworks	\$2,138	\$4,666	\$2,528	118.2%	Overspending on Local Water Pipeline Assistance Program due to community requests for loans being greater than budgeted by \$2.6M.
Total Waterworks	\$26,342	\$22,309	(\$4,033)	-15.3%	
Business & Operations Support	\$2,429	\$1,764	(\$665)	-27.4%	Underspending on Centralized Equipment Purchase of \$510,000 due to timing of security equipment and vehicle purchases and Alternative Energy Initiatives of \$571,000 mainly due to the Deer Island Wind Turbine repairs being funded via warranty and lower than projected as-needed technical assistance. Offset by overspending of MIS-related projects of \$569,000 due to progress of IT Strategic Plan implementation.
Total MWRA	\$47,559	\$37,980	(\$9,580)	-20.1%	

STAFF SUMMARY

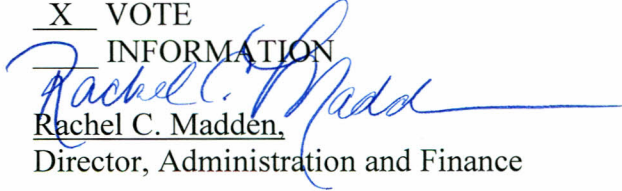
TO: Board of Directors
FROM: Frederick A. Laskey, Executive Director 
DATE: December 18, 2013
SUBJECT: Transmittal of the FY15 Proposed Capital Improvement Program

COMMITTEE: Administration, Finance & Audit


Kathy Som, Budget Director
David Whelan, Budget Manager 
Preparer/Title

VOTE

INFORMATION


Rachel C. Madden,
Director, Administration and Finance

RECOMMENDATION:

To approve the transmittal of the FY15 Proposed Capital Improvement Program (CIP) to the Advisory Board for its 60-day review and comment period.

DISCUSSION:

Last year during the development of the FY14 Capital Improvement Program (CIP), the MWRA established the five-year Spending Cap for the FY14-18 period at a historically low level of \$791.7 million, which is approximately \$350 million less than the average of the prior two cap periods. Recognizing that controlling capital spending is an important component of the MWRA's long standing multi-year rates management strategy, staff took into consideration a variety of factors when establishing future projected spending levels: the on-going economic challenges facing our communities and ratepayers; the Authority's goal to pay down its daunting outstanding debt of \$5.7 billion; the evolving nature of the CIP program from major new construction initiatives to more asset protection and water redundancy projects; operational capacity; and the Advisory Board recommendations.

The FY15 Proposed CIP reaffirms MWRA's commitment to controlling costs as the Cap at \$787.1 million basically remains at the FY14 level. The Proposed CIP includes the latest cost estimates, revised schedules, and new projects based on the recently updated Master Plan.

Going forward, asset protection and long-term water redundancy initiatives will be the main focus of the Authority's CIP as well as the completion of the court mandated Combined Sewer Overflow (CSO) program. Some of the major projects with significant spending in the FY14-18 timeframe include projects already in construction such as the Spot Pond Covered Storage Tanks, the Deer Island Scum Skimmer replacement, the Cambridge Sewer Separation, as well as planned projects such as the Wachusett Aqueduct Pump Station construction, Chelsea Creek Headworks rehabilitation, the Northern Intermediate High and Southern Extra High redundancy initiatives and a number of asset protection projects at Deer Island.

MWRA also reaffirms its commitment to the Community Assistance Financial Programs, both for the Water Local Pipeline Assistance and the Sewer Infiltration/Inflow (I/I) Program. However, it is important to note that no new phases were added to the I/I Program at this stage as the Advisory Board recently has taken up the overview and potential expansion of this program with the communities. At the last Advisory Board Operations Committee meeting the committee voted to add two more Phases to the program. The Authority will consider the Advisory Board recommendation and include additional funding in the Final FY15 budget. At that time the issue of exclusion of the Community Assistance Programs from the Cap will be considered.

The Five-Year Spending Cap

MWRA established its first five-year Cap in FY03 covering the FY04-08 period. The intent of the Cap was to create a ceiling or not to exceed amount for spending over a five-year period. The goal of the Cap is to control spending while still ensuring an adequate level of investment to support the core operational needs of the Authority.

Each year, actual spending is compared to the Base-Line Cap. The Cap allows annual spending to vary by +/- 20% from the Base-Line Cap as long as the total five-year spending does not exceed the Base-Line Cap.

FY14-18 Base-Line Cap

The FY14 Final CIP established the FY14-18 Base-Line Cap at \$791.7 million with the following breakdown.

FY14-18 Base-Line Cap		FY14	FY15	FY16	FY17	FY18	Total FY14-18
	Projected Expenditures	\$142.5	\$147.6	\$149.3	\$141.8	\$136.8	\$718.0
Contingency	7.6	9.5	10.1	9.8	9.3	46.1	
Inflation on Unawarded Construction	0.8	4.2	8.4	11.1	13.5	37.9	
Less: Chicopee Valley Aqueduct Projects	(5.0)	(2.2)	(1.4)	(1.3)	(0.4)	(10.3)	
FY14-18 Base-Line Cap	\$145.8	\$159.1	\$166.4	\$161.3	\$159.1	\$791.7	

Based on the FY15 Proposed CIP, the five-year Cap is now at \$787.1 million, with some cash flow changes between the years based on the latest cost estimates and updated schedules. The FY14-18 Cap based on the FY15 Proposed CIP complies with both the overall and annual Cap requirements.

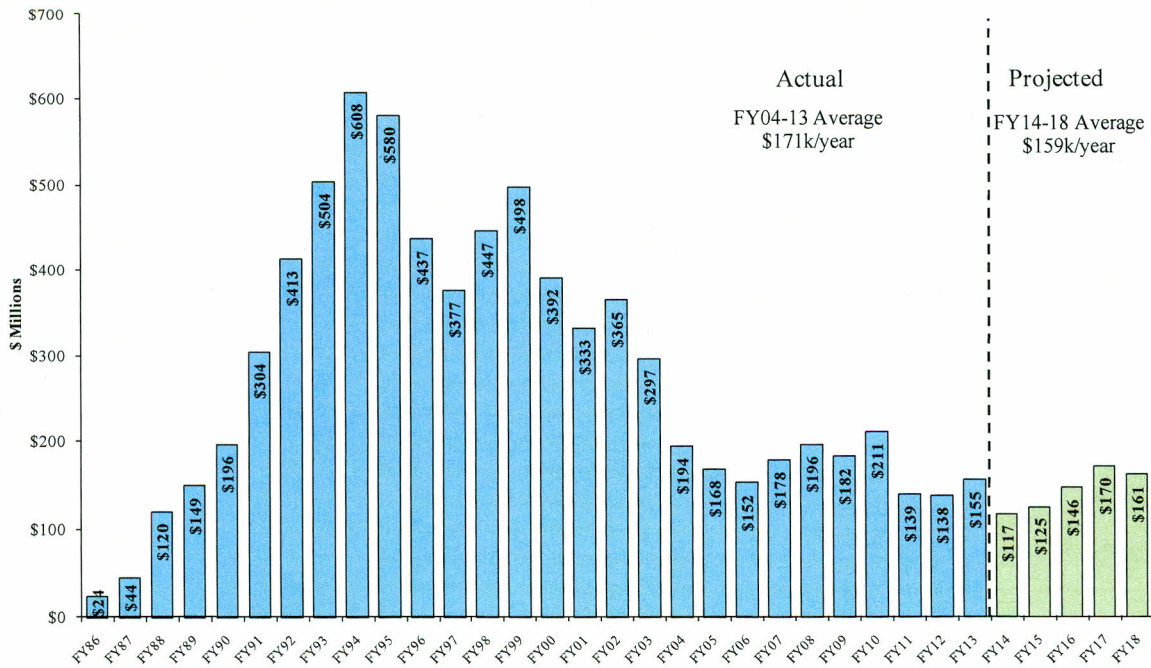
FY15 Proposed Cap FY14-18 Comparison

FY15 Proposed		FY14	FY15	FY16	FY17	FY18	Total FY14-18
	Projected Expenditures		\$117.0	\$124.6	\$145.9	\$170.3	\$161.0
Contingency		5.9	7.5	9.9	11.8	11.0	46.2
Inflation on Unawarded Construction		0.0	1.0	4.8	9.9	12.7	28.3
Less: Chicopee Valley Aqueduct Projects		(4.7)	(1.0)	(0.2)	(0.2)	(0.2)	(6.2)
FY15 Proposed FY14-18 Cap		\$118.2	\$132.2	\$160.4	\$191.8	\$184.5	\$787.1

FY15 Proposed vs FY14-18 Base-Line Cap		FY14	FY15	FY16	FY17	FY18	Total FY14-18
	Projected Expenditures		(\$25.5)	(\$22.9)	(\$3.4)	\$28.5	\$24.2
Contingency		(1.6)	(2.0)	(0.1)	2.1	1.8	0.1
Inflation on Unawarded Construction		(0.8)	(3.2)	(3.6)	(1.2)	(0.8)	(9.6)
Less: Chicopee Valley Aqueduct Projects		0.3	1.2	1.2	1.1	0.2	4.1
Proposed FY15 Final FY14-18 Cap		(\$27.5)	(\$26.9)	(\$5.9)	\$30.4	\$25.4	(\$4.6)
FY14-18 Cap (% Change)		-18.9%	-16.9%	-3.6%	18.9%	16.0%	-0.6%

Historical Spending

The chart below captures the historical CIP spending through FY13 and projects spending to FY18 based on the FY15 Proposed CIP.



Changing Nature of the Capital Program - Shift from Mandated Projects

Since 1985, nearly 80% of the Authority’s spending has been on court mandated projects. Going forward, the majority of spending will support Asset Protection, Water System Redundancy, Pipeline Replacement and Rehabilitation, and continued support for Community Assistance programs. Asset Protection and Water System Redundancy spending is projected to rise from past levels and currently accounts for 53.5% and 28.0% of FY14-18 capital expenditures respectively, a total of nearly \$585.7 million of the \$718.8 million projected to be spent over the 5-year period.

	FY09-13	FY14-18	FY19-23
Asset Protection	\$ 252.0	\$ 384.7	\$ 602.2
Carroll WTP	39.4	20.3	1.9
Water Redundancy	138.4	201.0	454.8
CSO	316.5	54.9	1.3
Other	80.1	58.0	(29.4)
Total	\$ 826.4	\$ 718.8	\$ 1,030.8
Asset Protection	30.5%	53.5%	58.4%
Carroll WTP	4.8%	2.8%	0.2%
Water Redundancy	16.7%	28.0%	44.1%
CSO	38.3%	7.6%	0.1%
Other	9.7%	8.1%	-2.9%
Total	100.0%	100.0%	100.0%

FY15 Proposed CIP

The FY15 Proposed projects total CIP spending of \$2.0 billion starting in FY14.

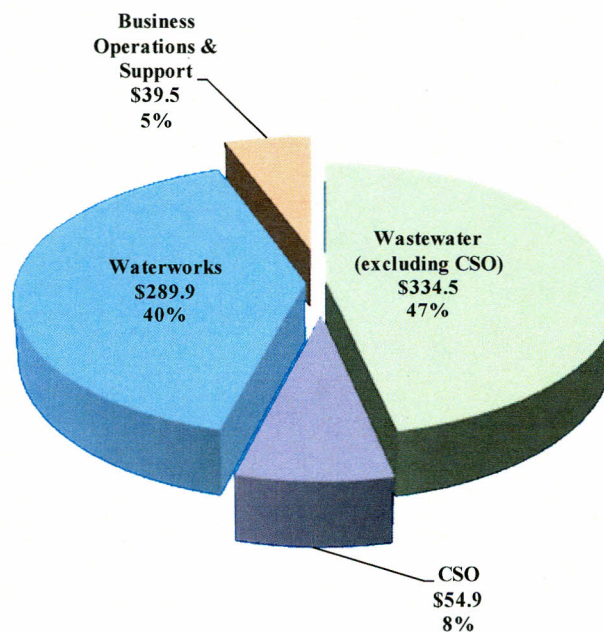
	Projected Spending	Total FY14-18	Total FY19-23	Beyond 23
Wastewater System Improvements	\$1,022.9	\$389.4	\$525.7	\$107.8
Interception & Pumping	350.0	115.1	205.7	29.3
Treatment	518.9	206.5	264.8	47.5
Residuals	103.5	11.1	58.6	33.8
CSO	56.1	54.9	1.3	-
Other Wastewater	(5.6)	1.8	(4.7)	(2.7)
Waterworks System Improvements	\$958.5	\$289.9	\$498.2	\$170.3
Drinking Water Quality Improvements	62.9	61.0	1.9	-
Transmission	442.5	95.5	235.1	111.9
Distribution & Pumping	559.5	126.5	300.8	132.3
Other Waterworks	(106.4)	7.0	(39.6)	(73.8)
Business & Operations Support	46.4	\$39.5	\$6.8	-
Total MWRA	\$2,027.8	\$718.8	\$1,030.8	\$278.2

FY14-18 Proposed CIP Expenditures

Spending during the FY14-18 timeframe is projected to be \$718.8 million. Yearly cash-flows for the proposed Cap period are shown below:

	FY14	FY15	FY16	FY17	FY18	Total FY14-18	Beyond FY18
Wastewater System Improvements	\$62.4	\$73.1	\$80.1	\$91.4	\$82.3	\$389.4	\$633.5
Interception & Pumping	7.2	13.0	27.0	31.8	36.1	115.1	235.0
Treatment	23.8	41.3	47.7	54.8	38.9	206.5	312.4
Residuals	0.5	0.1	1.7	3.9	4.9	11.1	92.4
CSO	31.7	19.1	3.3	0.0	0.8	54.9	1.3
Other Wastewater	(0.8)	(0.4)	0.5	0.9	1.6	1.8	(7.4)
Waterworks System Improvements	\$48.4	\$41.8	\$55.6	\$70.0	\$74.1	\$289.9	\$668.6
Drinking Water Quality Improvements	35.3	17.4	5.6	2.0	0.7	61.0	1.9
Transmission	6.1	18.1	25.6	28.0	17.8	95.5	347.0
Distribution & Pumping	8.1	7.6	22.9	37.9	49.9	126.5	433.0
Other Waterworks	(1.2)	(1.3)	1.6	2.1	5.8	7.0	(113.4)
Business & Operations Support	6.3	9.8	10.1	8.8	4.5	\$39.5	6.8
Total MWRA	\$117.0	\$124.6	\$145.9	\$170.3	\$161.0	\$718.8	\$1,308.9

The graph below illustrates a breakdown of the major program spending for the FY14-18 timeframe.



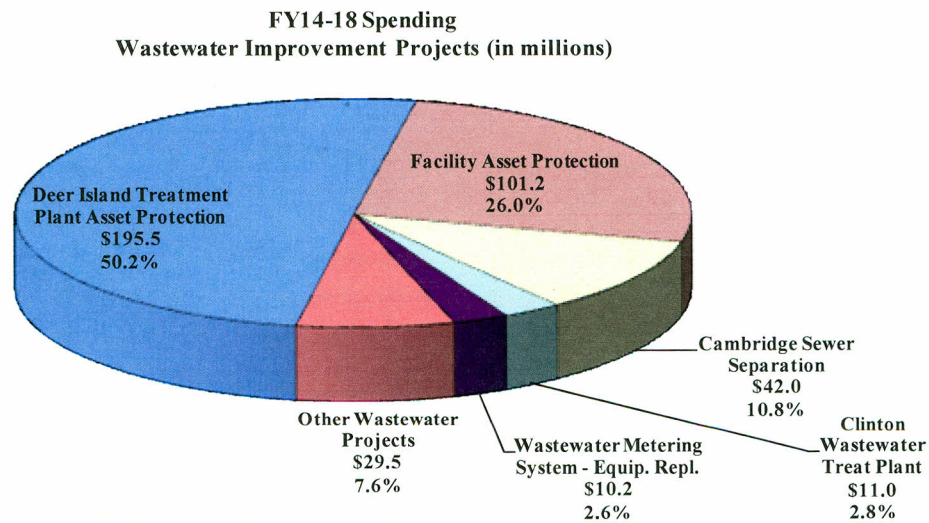
Please refer to Attachment C for a more detailed project listing and projected cash flows.

Top 10 Projects in the FY14-FY18 Cap Period

It is important to emphasize that the majority of spending within the Wastewater and Waterworks programs is concentrated in several larger projects with significant spending in the FY14-18 timeframe. These projects are either currently under construction or soon to be awarded. The top 5 projects for the Wastewater program total \$359.9 million for FY14-18 period and represent 92.4% of the \$389.4 million total program.

Wastewater Program

The breakdown of the \$389.4 million Wastewater program by major project is illustrated on the graph below:



The FY14-18 sub-phases of projects with spending greater than \$20 million along with a brief description of the scope of work are included below:

Chelsea Headworks Construction - \$42.1 million (\$53.7 million total construction cost). This major rehabilitation project includes replacement/upgrade to the screens, grit collection system, grit and handling systems, odor control systems, HVAC, mechanical, plumbing and instrumentation. Solids handling systems will be automated and the building's egress and fire suppressions systems will also be upgraded.

Cambridge Sewer Separation CSO Control Program Design and Construction- \$42.0 million (\$92.4 million total construction costs, \$50.5 already spent). This project encompasses the wastewater system improvements implemented by the City of Cambridge to control CSO discharges to the Alewife Brook. Completed work includes the CAM004 Stormwater Outfall and Wetland Basin, Interceptor Connection Relief and Floatables Controls, and Sewer Separation at Outfall CAM400. Remaining work involves three construction contracts to separate combined sewers in a 211-acre area upstream of Outfall CAM004 in the Huron Avenue

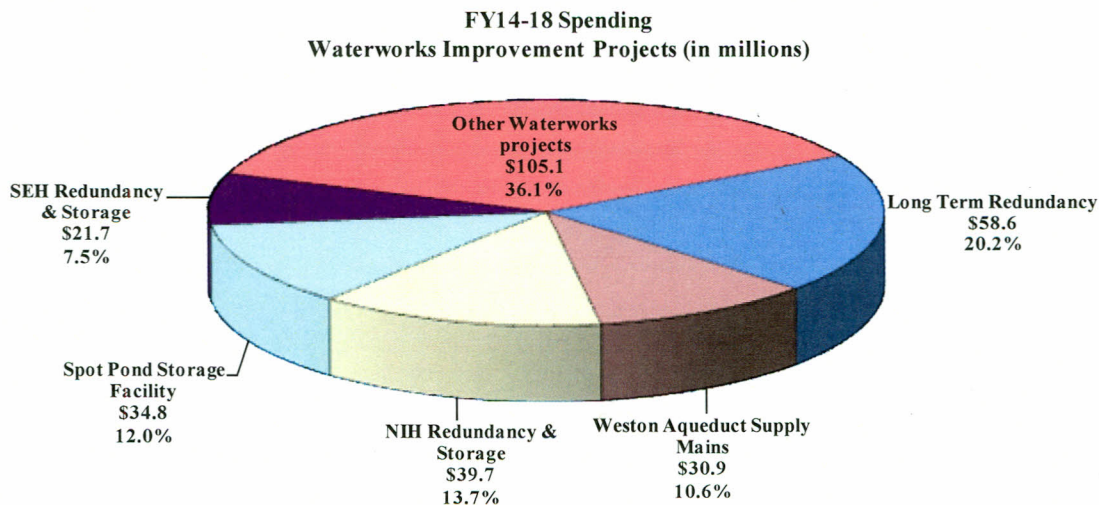
and Concord Avenue neighborhoods, east of Fresh Pond Parkway. Cambridge's contracts 8A and 8B are well underway, and Cambridge plans to award Contract 9 in January 2014. The contracts will redirect stormwater removed from the system to the wetland basin and will culminate in the closing of Outfall CAM004. All work is scheduled to be complete by December 2015 in compliance with Schedule Seven of the Federal District Court Order.

Deer Island Scum Skimmer Replacement - \$20.2 million - This is an asset protection replacement project which proposes to replace degraded carbon steel tip tubes and drive mechanisms for 40 Primary Clarifier tanks and 54 Secondary Clarifier tanks with stainless steel components to improve the system reliability and overall maintenance.

Water program

Similarly, the top 5 projects for the Waterworks program total \$185.6 million for FY14-18 and represent 63.9% of the \$290.7 million total program.

The breakdown of the \$290.7 million program by major project is illustrated on the graph below:



Wachusett Aqueduct Pump Station Construction - \$47.0 million - This is a redundancy project for construction of a 240 mgd emergency pump station which will provide redundancy for the Cosgrove Tunnel by pumping raw water from the Wachusett Aqueduct to the Carroll Water Treatment Plant. This project, along with the completion of the on-going Hultman Aqueduct rehabilitation and interconnections project, will provide fully treated water transmission redundancy from the Wachusett Reservoir to the beginning of the metropolitan distribution system in Weston.

Spot Pond Storage Facilities - \$34.8 million (\$59.3 million total construction cost) - This project is for the construction of a 20 million-gallon drinking water storage facility and redundant pump station in Stoneham. The underground, concrete tanks will provide drinking

water storage for MWRA's Low Service area. Additionally, this project will provide system redundancy for 21 communities in the Northern Intermediate High and Northern High service areas currently served by the Gillis Pump Station.

Northern Intermediate High (NIH) Section 89 & 29 Redundancy Construction Phases 1 & 2 - \$19.0 million and \$12.1 million respectively (total construction cost \$22.0 million and \$22.4 million) - This is a redundancy project for the MWRA's Northern Intermediate High service area. Currently, this area is primarily supplied by a single 48-inch diameter pipeline, the Gillis Pump Station, and water distribution storage from the Bear Hill Tank. This project proposes a new seven mile redundant pipeline under two construction phases and will provide uninterrupted water supply to the service area in the event of a failure of the existing single supply pipe and to allow the existing pipe to be removed from service for inspection, maintenance, and repair.

FY15 Proposed CIP Compared to the FY14 Final CIP by Program

The FY15 Proposed CIP represents updated spending and schedules for projects contained in the FY14 Final CIP and new spending on nine wastewater projects, three of which were selected from the Master Plan. The majority of the new projects are related to the co-digestion initiative at Deer Island whereby food waste would be added to the digesters thus producing more methane and consequently, more electricity. This initiative is driven by a new regulatory effort by the Department of Environmental Protection (DEP) to require producers of food waste to have it treated instead of landfilled. The proposed projects related to the co-digestion initiative will be constructed only if the Pilot program substantiates the viability and profitability of a full scale operation.

The FY15 Proposed CIP increased by \$87.4 million above the FY14 Final CIP approved by the Board of Directors in June 2013, with most of the additional spending in years outside of the current Cap period.

	FY14 Final	FY15 Proposed	\$ Change	% Change	FY14-18 \$ Change	FY14-18 % Change
Wastewater Systems Improvements	\$ 2,685.1	\$ 2,758.9	\$ 73.8	2.7%	\$ 20.4	5.5%
Waterworks System Improvements	\$ 2,821.0	\$ 2,833.9	\$ 13.0	0.5%	\$ (16.4)	-5.4%
Business and Operations Support	\$ 122.4	\$ 123.0	\$ 0.6	0.5%	\$ (3.1)	-7.5%
Total MWRA without contingency	\$ 5,628.5	\$ 5,715.9	\$ 87.4	1.6%	\$ 0.9	0.1%

The majority of the increase from the FY14 Final CIP is attributable to the inclusion of nine new project requests totaling \$51.9 million, updated inflation assumptions, scope changes, and updated cost estimates totaling approximately \$35.5 million.

The table on the following page details some of the major changes between the FY14 Final CIP and the FY15 Proposed CIP.

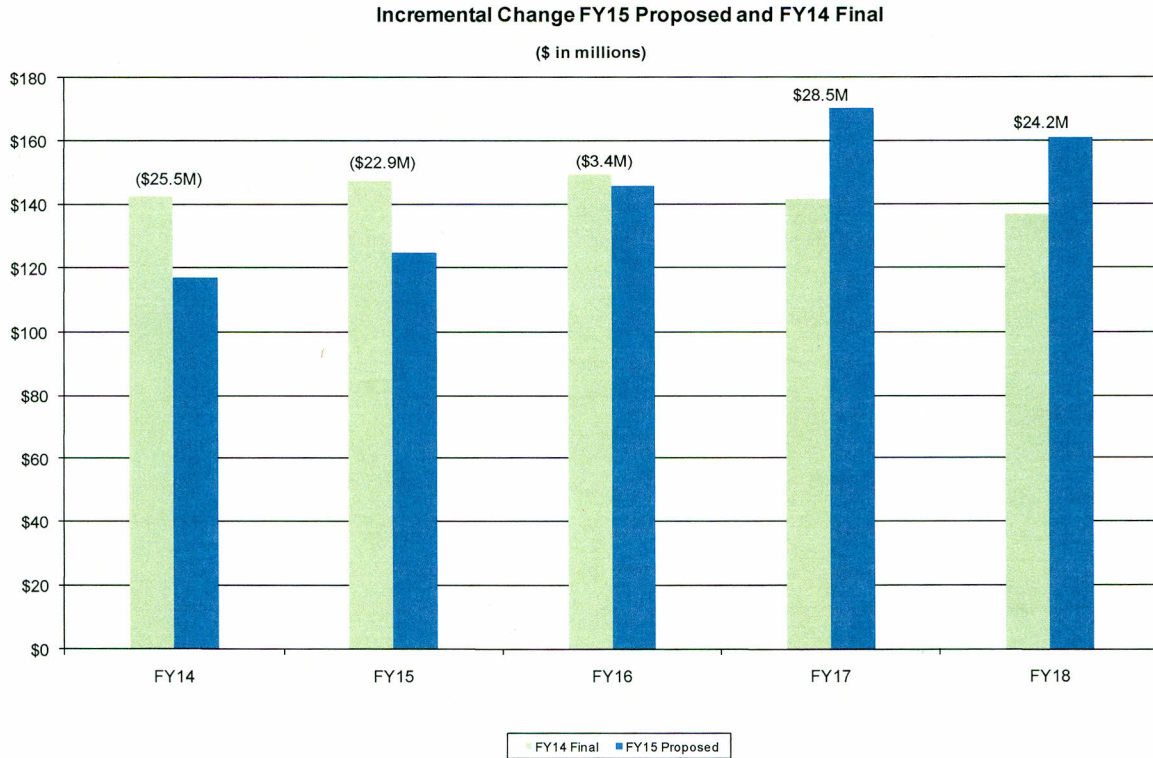
Comparison of Major Changes FY15 Proposed and FY14 Final CIP

Project	FY14 Final	FY15 Proposed	Total Project Level Overall Impact	FY14-18 Impact	Beyond Cap	Notes
DITP Gas Modifications Design	\$0.0	\$2.0	\$2.0	\$1.1	\$0.9	New FY15 project
DITP Gas Modifications Construction	\$0.0	\$8.0	\$8.0	\$0.7	\$7.3	New FY15 project
DITP Combined Heat and Power Design	\$0.0	\$4.0	\$4.0	\$2.0	\$2.0	New FY15 project
DITP Combined Heat and Power Construction	\$0.0	\$21.0	\$21.0	\$0.0	\$21.0	New FY15 project
Prison Point Rehabilitation Construction	\$0.0	\$4.2	\$4.2	\$2.2	\$2.0	New FY15 project
Cottage Farm Construction	\$0.0	\$2.1	\$2.1	\$2.1	\$0.0	New FY15 project
Cottage Farm Construction 2	\$0.0	\$7.4	\$7.4	\$3.9	\$3.5	New FY15 project
Co-Digestion Design - Pilot	\$0.0	\$0.8	\$0.8	\$0.6	\$0.2	New FY15 project
Co-Digestion Construction - Pilot	\$0.0	\$2.5	\$2.5	\$1.7	\$0.8	New FY15 project
WASM 3 MEPA/Design/CA/RI	\$33.0	\$15.5	-\$17.5	-\$8.1	-\$9.4	Lower bid award
NI Grit/Screen Conveyance Design	\$8.0	\$4.7	-\$3.3	-\$3.3	\$0.0	Lower bid award
Cambridge Sewer Separation	\$85.8	\$92.4	\$6.6	\$6.6	\$0.0	Updated cost estimates for design and construction.
North Main Pump Station and Winthrop Terminal Facility Butterfly Valve Replacements	\$10.0	\$14.6	\$4.6	\$4.6	\$0.0	Updated cost estimates
Cryo Chiller Replacement	\$1.1	\$2.2	\$1.1	\$1.1	\$0.0	Updated cost estimates
Schedule Shifts			\$0.0	-\$35.1	\$35.1	Schedule Changes
Sub-total	\$137.9	\$181.3	\$43.4	-\$20.0	\$63.4	
All other Changes	\$0.0	\$44.0	\$44.0	\$20.0	\$24.0	Updated cost estimates, inflation, etc.
TOTAL	\$137.9	\$225.3	\$87.4	\$0.0	\$87.4	

The highlighted items represent new projects added in the FY15 Proposed cycle.

Please refer to Attachment B for more detail on FY15 new projects.

The chart below shows the incremental change between the FY14 Final CIP and the FY15 Proposed CIP by fiscal year.



Please refer to Attachment D for detailed changes at the project level for the FY14-18 Cap and potential spending beyond FY18.

Major Planned Contract Awards for Fiscal Year 2015:

In Fiscal Year 2015, 24 contracts totaling \$99.0 million are projected to be awarded. The largest ten projected contract awards are listed below and account for nearly 89% of expected awards:

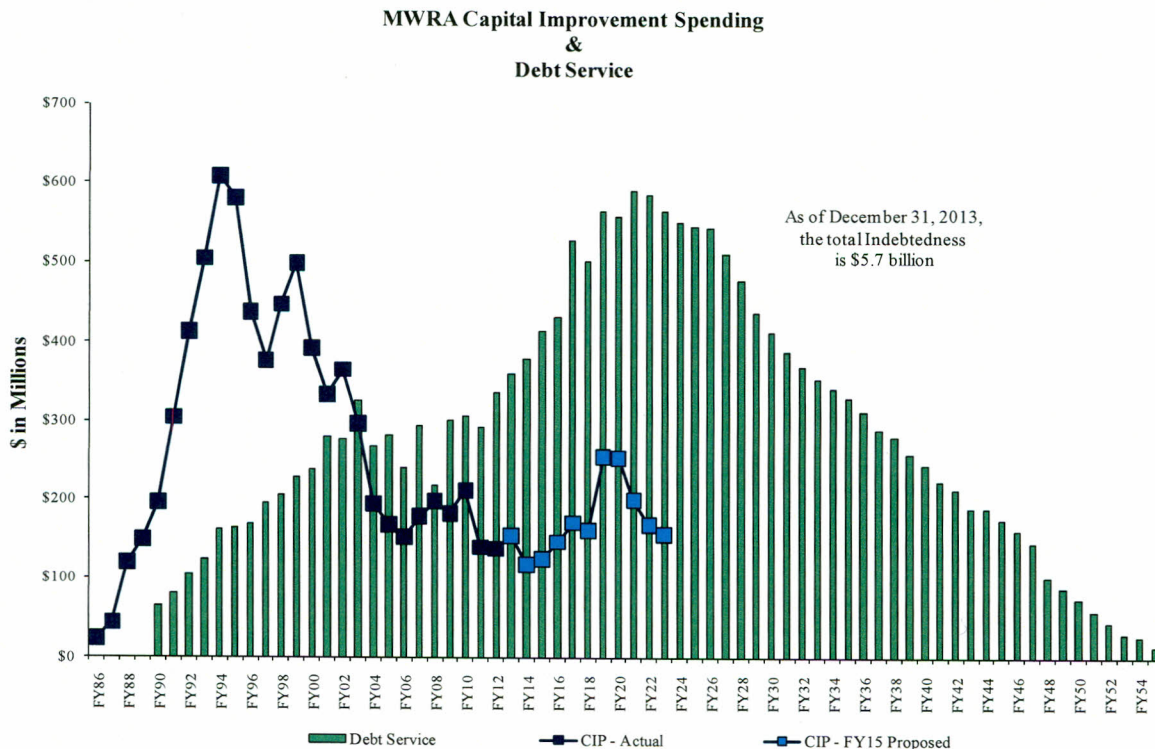
Project	Subphase	NTP	FY15 Proposed Budget
Long Term Redundancy	Wachusett Aqueduct Pump Station	Aug-14	\$ 47.0
Facility Asset Protection	Alewife Brook Pump Station Rehabilitation - Construction.	Jan-15	9.3
Weston Aqued. Supply Mains	Sect 36/W11/S 9-All Valve	Oct-14	8.9
DI Treatment Plant Asset Protection	Sodium Hypo Pipe Replacement - Construction	Jan-15	8.0
DI Treatment Plant Asset Protection	Winthrop Terminal Facility VFD Replacement - Construction	Jun-15	4.1
Facility Asset Protection	Chelsea Screenhouse Upgrades	Jan-15	3.3
Facility Asset Protection	Caruso Pump Station Improvements - Construction	Jan-15	2.4
MWR003 Gate & Siphon	Construction 2	Aug-14	1.9
Facility Asset Protection	Cottage Farm Design/CA/RI	Sep-14	1.9
DI Treatment Plant Asset Protection	Cryogenics Plant-Equipment Replacement-Design	Dec-14	1.6

24 Contract Awards Planned **\$ 88.3**

MWRA Capital Improvement Spending versus Debt Service

The following graph was updated with the FY14 Proposed CIP spending and debt service projections to illustrate the relationship between the MWRA's CIP and debt service.

As of December 31, 2013, MWRA's total debt will be \$5.7 billion which results in significant increases in debt service obligations in the upcoming years. The Authority's debt service obligation as a percent of total expenses has increased from 36% in 1990 to 60% in the FY14 Final Current Expense Budget.



Based on the FY14 Budget, through FY23, the Rate Revenue Requirement increases an average of \$24 million per year of which over 70% or approximately \$17 million annually is related to capital expenses.

Contingency

Contingency for each fiscal year is incorporated into the CIP to fund the uncertainties inherent to construction. The contingency budget is calculated as a percentage of budgeted expenditure outlays. Specifically, contingency is 7% for non-tunnel projects and 15% for tunnel projects. The total contingency budget in the FY15 Proposed CIP is \$147.5 million, with \$46.2 million during FY14-18.

Future Risks

Below is a list of projects which may change the budget put forth for FY15 due to the fact that the preferred option for execution is not decided at this time:

- Residual Processing/Asset management;
- Sudbury Aqueduct – tunnel vs. surface pipeline;
- North Metropolitan Trunk Sewer Rehabilitation complexity;
- Chelsea Creek Headworks Rehabilitation; and
- New regulatory mandates

CIP Review and Adoption Process

Staff will transmit the FY15 Proposed Capital Improvement Program to the Advisory Board in January 2014. The Advisory Board will have 60 days from the transmittal of the FY15 Proposed CIP to review the budget and prepare comments and recommendations. During the review period, Advisory Board and MWRA staff will continue to meet and discuss the changes to the capital budget. The Advisory Board will transmit its comments and recommendations to MWRA in the spring after their review. Staff will prepare draft responses to the Advisory Board's recommendations for discussion at the budget hearing. In June, staff will present the FY15 Final CIP to the Board for adoption.

ATTACHMENTS:

- A. FY15 Proposed Five-Year CIP by Major Program Category
- B. New Capital Projects Added to the FY15 Proposed CIP
- C. FY15 Proposed Project Level Expenditure Forecast
- D. Comparison of the FY15 Proposed CIP and Changes from the FY14 Final CIP

ATTACHMENT A
FY15 PROPOSED FIVE-YEAR CIP BY MAJOR PROGRAM CATEGORY

CAPITAL IMPROVEMENT PROGRAM
EXPENDITURE FORECAST FY2014-2018

(\$000)

	Total Contract Amount	Project Payments Thru FY13	Balance as of 6/30/13	FY14	QI FY15	QII FY15	QIII FY15	QIV FY15	FY15	FY16	FY17	FY18	5-Year Total FY14-18
Wastewater System Improvements	2,758,903	1,736,001	1,022,903	62,358	14,878	16,622	21,221	20,386	73,107	80,136	91,443	82,329	389,373
Waterworks System Improvements	2,833,943	1,874,675	959,269	48,382	6,876	11,391	13,912	9,800	41,979	55,844	70,191	74,297	290,693
Business & Operations Support	123,048	77,442	45,606	6,264	2,310	2,041	2,195	3,004	9,550	9,947	8,638	4,373	38,772
Contingency	147,485		147,485	5,927	1,527	1,780	2,011	2,134	7,452	9,940	11,827	11,040	46,185
Total MWRA w/ Contingency	5,863,379	3,688,118	2,175,261	122,931	25,591	31,834	39,339	35,324	132,088	155,867	182,099	172,039	⁽¹⁾ 765,023

⁽¹⁾ Please note the five-year total (FY14-18) of \$765.0 million includes \$46.2 million in contingency funds. The spending without contingency is \$718.8 million.

⁽²⁾ To reconcile to the FY14-18 Cap, the effect of the overall Cap inflation of \$28.3 million needs to be added to the \$765.0 million and then offset with the Chicopee Valley Aqueduct expenses of \$6.2 million for a FY14-18 Cap total of \$787.1 million for the Metropolitan System.

**ATTACHMENT B
New Capital Projects Added to the FY15 Proposed CIP**

Program	Project	Subphase	Total Contract Amount	FY14	FY15	FY16	FY17	FY18	FY14-18	Beyond FY18	Total Expenditures
Treatment	DITP Asset Protection	DI Gas Distribution System Modifications Design	\$2,000,000			\$166,667	\$666,666	250,000	\$1,083,333	\$916,667	\$2,000,000
Treatment	DITP Asset Protection	DI Gas Distribution System Modifications Construction	\$8,000,000					666,667	\$666,667	\$7,333,333	\$8,000,000
Treatment	DITP Asset Protection	Combined Heat and Power Facility Design	\$4,000,000			\$250,000	1,000,000	750,000	\$2,000,000	\$2,000,000	\$4,000,000
Treatment	DITP Asset Protection	Combined Heat and Power Facility Construction	\$21,000,000						\$0	\$21,000,000	\$21,000,000
Treatment	DITP Asset Protection	Co-Digestion Design/ESDC/REI - Pilot	\$750,000			\$100,000	200,000	300,000	\$600,000	\$150,000	\$750,000
Treatment	DITP Asset Protection	Co-Digestion Construction - Pilot	\$2,500,000					1,667,000	\$1,667,000	\$833,000	\$2,500,000
Interception & Pumping	Facility Asset Protection	Prison Point Rehabilitation Construction	\$4,202,400				820,733	1,400,800	\$2,221,533	\$1,980,867	\$4,202,400
Interception & Pumping	Facility Asset Protection	Cottage Farm Construction 1 (PCB)	\$2,101,200				1,225,700	875,500	\$2,101,200	\$0	\$2,101,200
Interception & Pumping	Facility Asset Protection	Cottage Farm Construction 2	\$7,354,200					3,881,383	\$3,881,383	\$3,472,817	\$7,354,200
Summary:											
Total Wastewater Projects			\$51,907,800	\$0	\$0	\$516,667	\$3,913,099	\$9,791,350	\$14,221,116	\$37,686,684	\$51,907,800
Total Projects			\$51,907,800	\$0	\$0	\$516,667	\$3,913,099	\$9,791,350	\$14,221,116	\$37,686,684	\$51,907,800

**ATTACHMENT C
FY15 PROPOSED EXPENDITURE FORECAST AT PROJECT LEVEL**

Program / Project	Total Contract Amount	Payments through FY13	Remaining Balance	FY14 - FY18	FY19 - FY23	Beyond FY23
Total MWRA	5,715,894,229	3,688,117,050	2,027,777,180	718,840,349	1,030,771,308	278,165,512
Wastewater	2,758,903,381	1,736,000,644	1,022,902,737	389,373,742	525,706,328	107,822,676
Interception & Pumping	870,574,354	520,540,063	350,034,291	115,076,580	205,672,798	29,284,908
102 Quincy Pump Facilities	25,907,202	25,907,203	0			
104 Braintree-Weymouth Relief Facilities	232,453,932	227,703,932	4,750,000	309,146	4,440,854	
105 New Neponset Valley Relief Sewer	30,300,303	30,300,303	0			
106 Wellesley Extension Replacement	64,358,543	64,358,543	0			
107 Framingham Extension Relief Sewer	47,855,986	47,855,986	0			
127 Cummingsville Replacement Sewer	8,998,768	8,998,767	0			
130 Siphon Structure Rehabilitation	6,519,979	939,770	5,580,209	47,900	5,532,309	
131 Upper Neponset Valley Sewer System	54,174,078	54,174,078	0			
132 Corrosion & Odor Control	16,345,847	3,001,406	13,344,441	1,000,000	12,344,442	
136 West Roxbury Tunnel	11,313,573	10,313,573	1,000,000		1,000,000	
137 Wastewater Central Monitoring	20,482,201	19,782,201	700,000	524,997	175,003	
139 South System Relief Project	4,939,244	3,439,244	1,500,000		1,500,000	
141 Wastewater Process Optimization	10,359,951	1,205,179	9,154,772	1,828,787	5,793,803	1,532,182
142 Wastewater Meter System - Equip. Replacement	26,337,912	5,137,912	21,200,000	10,200,000		11,000,000

**ATTACHMENT C
FY15 PROPOSED EXPENDITURE FORECAST AT PROJECT LEVEL**

Program / Project	Total Contract Amount	Payments through FY13	Remaining Balance	FY14 - FY18	FY19 - FY23	Beyond FY23
143 Regional I/I Management Planning	168,987	168,987	0			
145 Facility Asset Protection	304,307,848	17,252,979	287,054,868	101,165,750	169,136,387	16,752,726
146 Deer Island Cross Harbor Tunnel	5,000,000	0	5,000,000		5,000,000	
147 Randolph Trunk Sewer Relief	750,000	0	750,000		750,000	
Treatment	703,611,724	184,722,770	518,888,953	206,538,143	264,813,823	47,536,985
182 DI Primary and Secondary Treatment	(957,878)	(957,878)	0			
200 DI Plant Optimization	33,426,679	33,426,679	0			
206 DI Treatment Plant Asset Protection	651,662,091	147,500,575	504,161,516	195,521,377	261,103,152	47,536,985
210 Clinton Wastewater Treatment Plant	17,253,158	2,525,720	14,727,438	11,016,766	3,710,671	
211 Laboratory Services	2,227,674	2,227,674	0			
Residuals	168,020,224	64,535,816	103,484,409	11,090,468	58,643,940	33,750,000
261 Residuals	63,810,848	63,810,848	0			
271 Residuals Asset Protection	104,209,377	724,968	103,484,409	11,090,468	58,643,940	33,750,000
CSO	893,831,218	837,706,314	56,124,904	54,863,237	1,261,665	
CSO MWRA Managed	433,010,435	429,878,466	3,131,969	3,131,969		
339 North Dorchester Bay	221,630,330	221,620,594	9,735	9,735		
347 East Boston Branch Sewer Relief	85,638,310	85,645,995	(7,685)	(7,685)		
348 BOS019 Storage Conduit	14,287,581	14,287,581	0			
349 Chelsea Trunk Sewer	29,779,319	29,779,319	0			

ATTACHMENT C
FY15 PROPOSED EXPENDITURE FORECAST AT PROJECT LEVEL

Program / Project	Total Contract Amount	Payments through FY13	Remaining Balance	FY14 - FY18	FY19 - FY23	Beyond FY23
350 Union Park Detention Treatment Facility	49,583,406	49,583,406	0			
353 Upgrade Existing CSO Facilities	22,385,200	22,385,200	0			
354 Hydraulic Relief Projects	2,294,549	2,294,549	0			
355 MWR003 Gate & Siphon	3,778,664	648,745	3,129,919	3,129,919		
357 Charles River CSO Controls	3,633,077	3,633,077	0			
CSO Community Managed	410,510,564	358,463,436	52,047,128	52,047,126		
340 Dorchester Bay Sewer Separation (Fox Point)	54,168,552	54,152,295	16,256	16,256		
341 Dorchester Bay Sewer Separation (Commercial Pt.)	64,829,613	61,147,150	3,682,463	3,682,462		
342 Neponset River Sewer Separation	2,444,394	2,444,394	0			
343 Constitution Beach Sewer Separation	3,768,888	3,768,888	0			
344 Stony Brook Sewer Separation	44,332,539	44,198,384	134,155	134,155		
346 Cambridge Sewer Separation	92,440,374	50,484,204	41,956,169	41,956,170		
351 BWSC Floatables Controls	932,979	932,979	0			
352 Cambridge Floatables Control	1,086,925	1,086,925	0			
356 Fort Point Channel Sewer Separation	12,006,708	12,006,708	0			
358 Morrissey Boulevard Drain	32,814,545	32,346,787	467,758	467,758		
359 Reserved Channel Sewer Separation	65,088,914	60,039,901	5,049,013	5,049,012		
360 Brookline Sewer Separation	26,652,473	25,997,364	655,109	655,109		
361 Bulfinch Triangle Sewer Separation	9,943,660	9,857,456	86,204	86,204		

**ATTACHMENT C
FY15 PROPOSED EXPENDITURE FORECAST AT PROJECT LEVEL**

Program / Project	Total Contract Amount	Payments through FY13	Remaining Balance	FY14 - FY18	FY19 - FY23	Beyond FY23
CSO Planning & Support	50,310,219	49,364,412	945,807	(315,858)	1,261,665	
Other Wastewater	122,865,861	128,495,680	(5,629,819)	1,805,314	(4,685,898)	(2,749,217)
128 I/I Local Financial Assistance	122,584,985	128,214,804	(5,629,819)	1,805,314	(4,685,898)	(2,749,217)
138 Sewerage System Mapping Upgrade	280,876	280,876	0			
Waterworks	2,833,943,285	1,874,674,563	959,268,722	290,694,002	498,231,866	170,342,836
Drinking Water Quality Improvements	658,147,750	595,207,527	62,940,223	61,048,223	1,892,000	
542 Carroll Water Treatment Plant	433,433,983	411,208,515	22,225,468	20,333,468	1,892,000	
543 Quabbin Water Treatment Plant	18,147,188	12,768,242	5,378,947	5,378,948		
544 Norumbega Covered Storage	106,674,146	106,674,146	0			
545 Blue Hills Covered Storage	40,546,671	39,962,823	583,848	583,848		
550 Spot Pond Storage Facility	59,345,761	24,593,801	34,751,960	34,751,959		
Transmission	1,197,515,763	755,038,156	442,477,607	95,488,235	235,130,432	111,858,935
597 Winsor Station Pipeline	27,433,503	1,395,591	26,037,912	17,182,111	8,855,801	
601 Sluice Gate Rehabilitation	9,158,411	9,158,411	0			
604 MetroWest Tunnel	708,688,962	695,398,508	13,290,454	5,180,435	8,110,019	
615 Chicopee Valley Aqueduct Redundancy	8,666,292	8,666,292	0			

**ATTACHMENT C
FY15 PROPOSED EXPENDITURE FORECAST AT PROJECT LEVEL**

Program / Project	Total Contract Amount	Payments through FY13	Remaining Balance	FY14 - FY18	FY19 - FY23	Beyond FY23
616 Quabbin Transmission System	13,572,242	7,202,464	6,369,778	3,869,778	2,500,000	
617 Sudbury/Weston Aqueduct Repairs	4,339,548	659,948	3,679,599	1,581,599	2,098,000	
620 Wachusett Reservoir Spillway Improvements	9,287,460	9,287,461	0			
621 Watershed Land	24,000,000	17,342,400	6,657,600	6,657,600		
623 Dam Projects	5,540,300	3,085,182	2,455,118	2,412,258	42,855	
625 Long Term Redundancy	386,829,045	2,841,899	383,987,146	58,604,455	213,523,757	111,858,935
Distribution And Pumping	929,367,670	372,703,577	556,664,094	123,620,625	300,792,791	132,250,665
618 Northern High NW Transmission Section 70	1,000,000	0	1,000,000	1,000,000		
677 Valve Replacement	22,540,300	12,016,378	10,523,922	3,427,133	7,096,785	
678 Boston Low Service - Pipe & Valve Rehab	23,690,864	23,690,863	0			
683 Heath Hill Road Pipe Replacement	19,358,036	19,358,036	0			
689 James L. Gillis Pump Station	33,419,006	33,419,007	0			
692 Northern High Service - Section 27 Improvement	1,071,382	123,646	947,736	177,506	770,230	
693 NHS - Revere & Malden Pipeline Improvements	48,987,955	26,832,740	22,155,215	12,813,534	9,341,682	
702 New Connect Mains - Shaft 7 to WASM 3	33,909,118	10,960,807	22,948,311	6,112,341	16,835,965	
704 Rehab of Other Pump Stations	55,057,852	30,057,852	25,000,000		18,750,000	6,250,000
706 NHS-Connecting Mains from Section 91	2,360,194	2,360,194	0			
708 Northern Extra High Service - New Pipelines	7,776,433	3,632,119	4,144,314	1,206,114	2,938,200	
712 Cathodic Protection of Distribution Mains	1,635,971	140,913	1,495,058	498,353	747,530	249,177

**ATTACHMENT C
FY15 PROPOSED EXPENDITURE FORECAST AT PROJECT LEVEL**

Program / Project	Total Contract Amount	Payments through FY13	Remaining Balance	FY14 - FY18	FY19 - FY23	Beyond FY23
713 Spot Pond Supply Mains Rehab	66,396,816	60,982,000	5,414,816	3,187,517	2,227,299	
714 Southern Extra High - Sections 41 & 42	3,657,243	3,657,243	0			
719 Chestnut Hill Connecting Mains	31,731,335	17,486,675	14,244,660	805,000	8,031,454	5,408,206
720 Warren Cottage Line Rehab	1,204,822	1,204,821	0			
721 South Spine Distribution Mains	74,081,840	36,691,648	37,390,192	398,560	4,000,371	32,991,261
722 NIH Redundancy & Storage	88,504,621	5,974,364	82,530,257	39,698,005	42,832,252	
723 Northern Low Service Rehab - Section 8	22,963,864	2,320,986	20,642,878	754,088	19,888,783	
725 Hydraulic Model Update	598,358	598,358	0			
727 SEH Redundancy & Storage	96,143,364	6,756,970	89,386,394	21,691,547	14,539,219	53,155,628
730 Weston Aqueduct Supply Mains	274,952,873	66,043,294	208,909,579	30,894,595	143,818,591	34,196,393
731 Lynnfield Pipeline	5,977,854	5,677,522	300,332	300,332		
732 Walnut St. & Fisher Hill Pipeline Rehab	2,717,140	2,717,141	0			
735 Section 80 Rehabilitation	9,630,430	0	9,630,430	656,000	8,974,430	
Other Waterworks	48,912,102	151,725,303	(102,813,201)	10,536,918	(39,583,357)	(73,766,764)
753 Central Monitoring System	19,392,423	15,803,729	3,588,694	3,588,694		
763 Distribution System Facilities Mapping	1,798,919	1,036,368	762,551	762,551		
764 Local Water Infrastructure Rehab	7,487,762	7,487,762	0			
765 Local Water Pipeline Assistance Program	-	126,859,241	(126,859,241)	(4,708,326)	(47,519,152)	(74,631,764)

**ATTACHMENT C
FY15 PROPOSED EXPENDITURE FORECAST AT PROJECT LEVEL**

Program / Project	Total Contract Amount	Payments through FY13	Remaining Balance	FY14 - FY18	FY19 - FY23	Beyond FY23
766 Waterworks Facility Asset Protection	20,232,998	538,203	19,694,795	10,894,000	7,935,795	865,000
Business & Operations Support	123,047,563	77,441,842	45,605,720	38,772,605	6,833,114	
881 Equipment Purchase	19,892,939	12,107,328	7,785,610	6,861,610	924,000	
925 Technical Assistance	1,200,000	0	1,200,000	1,200,000		
930 MWRA Facility - Chelsea	9,813,633	9,813,633	0			
931 Business Systems Plan	24,480,106	24,451,230	28,876	28,876		
932 Environmental Remediation	1,478,802	1,478,802	0			
933 Capital Maintenance Planning & Development	15,812,717	10,124,225	5,688,493	5,688,492		
934 MWRA Facilities Management & Planning	2,150,535	370,533	1,780,002		1,780,002	
935 Alternative Energy Initiatives	25,682,240	17,196,804	8,485,435	4,867,075	3,618,360	
940 Application Improvement Program	10,050,000	73,125	9,976,875	9,794,709	182,166	
942 Information Security Program	1,292,950	535,190	757,760	757,760		
944 Information Technology Management Program	922,640	0	922,640	922,640		
946 IT Infrastructure Program	10,271,000	1,290,971	8,980,029	8,651,442	328,586	

**Comparison of the FY15 Proposed CIP and Changes from the FY14
Final CIP**

Program and Project	FY14 Final				FY15 Proposed				Change from FY14 Final			
	Total Budget Amount	FY14-18	FY19-23	Beyond 23	Total Budget Amount	FY14-18	FY19-23	Beyond 23	Total Budget Amount	FY14-18	FY19-23	Beyond 23
Total MWRA	5,628,539	717,958	1,072,185	149,016	5,715,894	718,840	1,030,771	278,165	87,355	883	(41,413)	129,149
Wastewater	2,685,135	368,930	500,147	74,374	2,758,903	389,374	525,706	107,823	73,768	20,444	25,559	33,449
Interception & Pumping	846,541	118,371	180,439	26,816	870,574	115,077	205,673	29,285	24,034	(3,294)	25,233	2,469
102 Quincy Pump Facilities	25,907	-	-	-	25,907	-	-	-	-	-	-	-
104 Braintree-Weymouth Relief Facilities	233,869	1,364	4,441	-	232,454	309	4,441	-	(1,415)	(1,055)	-	-
105 New Neponset Valley Relief Sewer	30,300	-	-	-	30,300	-	-	-	-	-	-	-
106 Wellesley Extension Replacement Sewer	64,359	-	-	-	64,359	-	-	-	-	-	-	-
107 Framingham Extension Relief Sewer	47,856	-	-	-	47,856	-	-	-	-	-	-	-
127 Cummingsville Replacement Sewer	8,999	-	-	-	8,999	-	-	-	-	-	-	-
130 Siphon Structure Rehabilitation	5,603	4,581	82	-	6,520	48	5,532	-	917	(4,533)	5,450	-
131 Upper Neponset Valley Sewer	54,174	-	-	-	54,174	-	-	-	-	-	-	-
132 Corrosion & Odor Control	16,260	1,000	12,259	-	16,346	1,000	12,344	-	86	-	85	-
134 Ashland Extension Sewer	-	-	-	-	-	-	-	-	-	-	-	-
135 System Master Plan Interceptors	-	-	-	-	-	-	-	-	-	-	-	-
136 West Roxbury Tunnel	11,314	-	1,000	-	11,314	-	1,000	-	-	-	-	-
137 Wastewater Central Monitoring	20,482	700	-	-	20,482	525	175	-	-	(175)	175	-
139 South System Relief Project	4,939	-	1,500	-	4,939	-	1,500	-	-	-	-	-
140 Neponset Valley Relief Sewer	-	-	-	-	-	-	-	-	-	-	-	-
141 Wastewater Process Optimization	10,328	2,542	5,845	698	10,360	1,829	5,794	1,533	32	(713)	(51)	835
142 Wastewater Meter System-Equipment	26,438	5,531	7,692	8,077	26,338	10,200	-	11,000	(100)	4,669	(7,692)	2,923
143 Regional I/I Management Planning	169	-	-	-	169	-	-	-	-	-	-	-
145 Facility Asset Protection	279,794	102,653	141,870	18,042	304,308	101,166	169,136	16,753	24,514	(1,487)	27,266	(1,289)
146 D.I. Cross Harbor Tunnel Inspection	5,000	-	5,000	-	5,000	-	5,000	-	-	-	-	-
147 Randolph Trunk Sewer Relief	750	-	750	-	750	-	750	-	-	-	-	-
Treatment	659,597	199,138	225,271	46,757	703,612	206,538	264,814	47,537	44,015	7,400	39,543	780
182 DI Primary and Secondary	-	-	-	-	(958)	-	-	-	(958)	-	-	-
200 DI Plant Optimization	33,456	-	-	-	33,427	-	-	-	(29)	-	-	-
206 DI Treatment Plant Asset Protection	606,848	188,385	221,677	46,757	651,662	195,521	261,103	47,537	44,814	7,136	39,426	780
210 Clinton Wastewater Treat Plant	17,059	10,753	3,594	-	17,253	11,017	3,711	-	194	264	117	-
211 Laboratory Services	2,235	-	-	-	2,228	-	-	-	(7)	-	-	-
Residuals	168,020	1,549	98,237	3,672	168,020	11,090	58,644	33,750	-	9,542	(39,593)	30,078
261 Residuals	63,811	-	-	-	63,811	-	-	-	-	-	-	-
271 Residuals Asset Protection	104,209	1,549	98,237	3,672	104,209	11,090	58,644	33,750	-	9,541	(39,593)	30,078

ATTACHMENT D
Comparison of the FY15 Proposed CIP and Changes from the FY14
Final CIP

Program and Project	FY14 Final			
	Total Budget Amount	FY14-18	FY19-23	Beyond 23
CSO	888,111	48,066	1,271	63
340 Dorchester Bay Sewer Separation (Fox Point)	54,169	16	-	-
341 Dorchester Bay Sewer Separation (Commercial Point)	64,776	3,628	-	-
342 Neponset River Sewer Separation	2,444	-	-	-
343 Constitution Beach Sewer Separation	3,769	-	-	-
344 Stony Brook Sewer Separation	44,333	-	-	-
346 Cambridge Sewer Separation	85,834	35,349	-	-
351 BWSC Floatables Controls	933	-	-	-
352 Cambridge Floatables Control	1,087	-	-	-
356 Fort Point Channel Sewer Separation	12,007	-	-	-
358 Morrissey Boulevard Drain	32,815	468	-	-
359 Reserved Channel Sewer Separation	64,809	4,769	-	-
360 Brookline Sewer Separation	25,977	(20)	-	-
361 Bulfinch Triangle Sewer Separation	9,944	86	-	-
339 North Dorchester Bay	223,060	807	250	63
347 East Boston Branch Sewer Relief	85,874	-	-	-
348 BOS019 Storage Conduit	14,288	-	-	-
349 Chelsea Trunk Sewer	29,779	-	-	-
350 Union Park Detention Treatment Facility	49,583	-	-	-
353 Upgrade Existing CSO Facilities	22,385	-	-	-
354 Hydraulic Relief Projects	2,295	-	-	-
355 MWR003 Gate & Siphon	4,005	3,278	-	-
357 Charles River CSO Controls	3,633	-	-	-
324 CSO Support	50,315	(315)	1,021	-
Other Wastewater	122,866	1,806	(5,072)	(2,934)
128 I/I Local Financial Assistance	122,585	1,806	(5,072)	(2,934)
138 Sewerage System Mapping Upgrade	281	-	-	-
Total Waterworks	2,820,956	307,134	568,048	74,642
Drinking Water Quality	657,172	57,311	79	-
542 Carroll Water Treatment Plant	433,253	21,026	79	-
543 Quabbin Water Treatment Plant	17,393	5,035	-	-
544 Norumbega Covered Storage	106,674	-	-	-
545 Blue Hills Covered Storage	40,704	600	-	-
550 Spot Pond Storage Facility	59,149	30,650	-	-

FY15 Proposed			
Total Budget Amount	FY14-18	FY19-23	Beyond 23
893,831	54,863	1,262	-
54,169	16	-	-
64,830	3,682	-	-
2,444	-	-	-
3,769	-	-	-
44,333	134	-	-
92,440	41,956	-	-
933	-	-	-
1,087	-	-	-
12,007	-	-	-
32,815	468	-	-
65,089	5,049	-	-
26,652	655	-	-
9,944	86	-	-
221,630	10	-	-
85,638	(8)	-	-
14,288	-	-	-
29,779	-	-	-
49,583	-	-	-
22,385	-	-	-
2,295	-	-	-
3,779	3,130	-	-
3,633	-	-	-
50,310	(316)	1,262	-
122,866	1,805	(4,686)	(2,749)
122,585	1,805	(4,686)	(2,749)
281	-	-	-
2,833,943	290,694	498,232	170,343
658,148	61,048	1,892	-
433,434	20,333	1,892	-
18,147	5,379	-	-
106,674	-	-	-
40,547	584	-	-
59,346	34,752	-	-

Change from FY14 Final			
Total Budget Amount	FY14-18	FY19-23	Beyond 23
5,720	6,797	(10)	(63)
-	-	-	-
54	54	-	-
-	-	-	-
-	-	-	-
-	134	-	-
6,606	6,607	-	-
-	-	-	-
-	-	-	-
-	-	-	-
280	280	-	-
675	675	-	-
-	-	-	-
(1,430)	(797)	(250)	(63)
(236)	(8)	-	-
-	-	-	-
-	-	-	-
-	-	-	-
(226)	(148)	-	-
-	-	-	-
(5)	(1)	241	-
-	-	386	185
-	(1)	386	185
-	-	-	-
12,987	(16,440)	(69,816)	95,702
976	3,737	1,813	-
181	(693)	1,813	-
754	344	-	-
-	-	-	-
(157)	(16)	-	-
197	4,102	-	-

ATTACHMENT D
Comparison of the FY15 Proposed CIP and Changes from the FY14
Final CIP

Program and Project	FY14 Final			
	Total Budget Amount	FY14-18	FY19-23	Beyond 23
Transmission	1,185,972	80,007	231,353	118,737
597 Winsor Station Pipeline	27,256	5,007	20,778	-
601 Sluice Gate Rehabilitation	9,158	-	-	-
604 MetroWest Tunnel	708,786	7,697	5,660	-
615 Chicopee Valley Aqueduct Redundancy	8,666	-	-	-
616 Quabbin Transmission System	13,516	3,261	3,130	-
617 Sudbury/Weston Aqueduct Repairs	4,327	3,667	-	-
620 Wachusett Reservoir Spillway Improvement	9,287	-	-	-
621 Watershed Land	24,000	6,000	-	-
622 Cosgrove/Wachusett Redundancy	-	-	-	-
623 Dam Projects	5,540	2,328	43	-
625 Long Term Redundancy	375,435	52,047	201,742	118,737
Distribution & Pumping	931,433	153,475	296,471	108,726
618 Northern High NW Tran Sections 70 & 71	1,000	1,000	-	-
677 Valve Replacement	22,311	3,131	7,163	-
678 Boston Low Service-Pipe & Valve Rehabilitation	23,691	-	-	-
683 Heath Hill Road Pipe Replacement	19,358	-	-	-
689 James L. Gillis Pump Station Rehabilitation	33,419	-	-	-
692 NHS - Section 27 Improvements	1,043	178	742	-
693 NHS - Revere & Malden Pipeline Improvement	48,622	12,604	9,185	-
702 New Connect Mains-Shaft 7 to WASM 3	33,351	10,824	11,559	-
704 Rehabilitation of Other Pump Stations	55,058	-	15,073	9,927
706 NHS-Connecting Mains from Section 91	2,360	-	-	-
708 Northern Extra High Service New Pipelines	7,653	1,198	2,815	-
712 Cathodic Protection Of Distribution Mains	1,591	725	725	-
713 Spot Pond Supply Mains Rehabilitation	66,243	2,975	2,288	-
714 Southern Extra High Sections 41 & 42	3,657	-	-	-
719 Chestnut Hill Connecting Mains	31,301	837	7,701	5,277
720 Warren Cottage Line Rehabilitation	1,205	-	-	-
721 South Spine Distribution Mains	73,568	1,158	12,137	23,333
722 NIH Redundancy & Storage	84,956	42,079	36,748	-
723 Northern Low Service Rehabilitation Section 8	22,440	754	19,365	-
724 Northern High Service - Pipeline Rehabilitation	-	-	-	-
725 Hydraulic Model Update	598	-	-	-
727 Southern Extra High Redundancy & Storage	93,460	26,521	8,566	51,550
730 Weston Aqueduct Supply Mains	286,418	48,742	153,700	18,640
731 Lynnfield Pipeline	6,073	113	-	-

FY15 Proposed			
Total Budget Amount	FY14-18	FY19-23	Beyond 23
1,197,516	95,488	235,130	111,859
27,434	17,182	8,856	-
9,158	-	-	-
708,689	5,180	8,110	-
8,666	-	-	-
13,572	3,870	2,500	-
4,340	1,582	2,098	-
9,287	-	-	-
24,000	6,658	-	-
-	-	-	-
5,540	2,412	43	-
386,829	58,604	213,524	111,859
929,368	123,621	300,793	132,251
1,000	1,000	-	-
22,540	3,427	7,097	-
23,691	-	-	-
19,358	-	-	-
33,419	-	-	-
1,071	178	770	-
48,988	12,814	9,342	-
33,909	6,112	16,836	-
55,058	-	18,750	6,250
2,360	-	-	-
7,776	1,206	2,938	-
1,636	498	748	249
66,397	3,188	2,227	-
3,657	-	-	-
31,731	805	8,031	5,408
1,205	-	-	-
74,082	399	4,000	32,992
88,505	39,698	42,832	-
22,964	754	19,889	-
-	-	-	-
598	-	-	-
96,143	21,692	14,539	53,156
274,953	30,895	143,819	34,196
5,978	300	-	-

Change from FY14 Final			
Total Budget Amount	FY14-18	FY19-23	Beyond 23
11,544	15,481	3,777	(6,878)
178	12,175	(11,922)	-
-	-	-	-
(97)	(2,517)	2,450	-
-	-	-	-
56	609	(630)	-
13	(2,085)	2,098	-
-	-	-	-
-	658	-	-
-	-	-	-
-	84	-	-
11,394	6,557	11,782	(6,878)
(2,065)	(29,854)	4,322	23,524
-	-	-	-
229	296	(66)	-
-	-	-	-
-	-	-	-
-	-	-	-
28	-	28	-
366	210	157	-
558	(4,712)	5,277	-
-	-	3,677	(3,677)
-	-	-	-
123	8	123	-
45	(227)	23	249
154	213	(61)	-
-	-	-	-
430	(32)	330	131
-	-	-	-
514	(759)	(8,137)	9,659
3,549	(2,381)	6,084	-
524	-	524	-
-	-	-	-
-	-	-	-
2,683	(4,829)	5,973	1,606
(11,465)	(17,847)	(9,881)	15,556
(95)	187	-	-


ATTACHMENT D
Comparison of the FY15 Proposed CIP and Changes from the FY14
Final CIP

Program and Project	FY14 Final			
	Total Budget Amount	FY14-18	FY19-23	Beyond 23
732 Walnut St. & Fisher Hill Pipeline Rehabilitation	2,717	-	-	-
733 NHS Pipeline Rehabilitation 13-18 & 48	-	-	-	-
734 Southern Extra High Pipelines-Sections 30, 39,40, & 44	-	-	-	-
735 Section 80 Rehabilitation	9,340	636	8,704	-
Other	46,380	16,341	40,145	(152,822)
753 Central Monitoring System	16,992	1,129	-	-
763 Distribution Systems Facilities Mapping	1,799	763	-	-
764 Local Water Infrastructure Rehabilitation Assistance Program	7,488	-	-	-
765 Local Water Pipeline Improvement Loan Program	-	2,927	32,969	(153,687)
766 Waterworks Facility Asset Protection	20,101	11,522	7,176	865
Business & Operations Support	122,448	41,895	3,990	-
881 Equipment Purchase	18,483	7,019	-	-
925 Technical Assistance	1,200	1,200	-	-
930 MWRA Facility - Chelsea	9,814	-	-	-
931 Business Systems Plan	24,475	12	-	-
932 Environmental Remediation	1,479	-	-	-
933 Capital Maintenance Planning	15,701	5,646	-	-
934 MWRA Facilities Management	2,151	1,780	-	-
935 Alternative Energy Initiatives	28,230	6,965	3,652	-
940 Applicat Improv Program	9,150	8,986	159	-
942 Info Security Program ISP	1,293	792	-	-
944 Info Tech Mgmt Program	1,493	1,493	-	-
946 IT Infrastructure Program	8,980	8,002	179	-

FY15 Proposed			
Total Budget Amount	FY14-18	FY19-23	Beyond 23
2,717	-	-	-
-	-	-	-
-	-	-	-
9,630	656	8,974	-
48,912	10,537	(39,583)	(73,767)
19,392	3,589	-	-
1,799	763	-	-
7,488	-	-	-
-	(4,708)	(47,519)	(74,632)
20,233	10,894	7,936	865
123,048	38,773	6,833	-
19,893	6,862	924	-
1,200	1,200	-	-
9,814	-	-	-
24,480	29	-	-
1,479	-	-	-
15,813	5,688	-	-
2,151	-	1,780	-
25,682	4,867	3,618	-
10,050	9,795	182	-
1,293	758	-	-
923	923	-	-
10,271	8,651	329	-

Change from FY14 Final			
Total Budget Amount	FY14-18	FY19-23	Beyond 23
-	-	-	-
-	-	-	-
-	-	-	-
290	20	270	-
2,532	(5,804)	(79,728)	79,056
2,400	2,460	-	-
-	-	-	-
-	-	-	-
-	(7,635)	(80,488)	79,055
132	(628)	760	-
600	(3,122)	2,843	-
1,410	(157)	924	-
-	-	-	-
-	-	-	-
5	17	-	-
-	-	-	-
112	42	-	-
-	(1,780)	1,780	-
(2,548)	(2,098)	(34)	-
900	809	23	-
-	(34)	-	-
(570)	(570)	-	-
1,291	649	150	-

STAFF SUMMARY

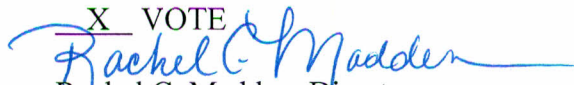
TO: Board of Directors
FROM: Frederick A. Laskey, Executive Director 
DATE: December 18, 2013
SUBJECT: Assignment and Assumption of Contract OP-154, Purchase and Supply of Electric Energy for MWRA Profile Accounts, and Contract OP-227, Purchase and Supply of Electric Power to Interval Accounts, from Hess Corporation to Hess Energy Marketing, LLC; and
Amendment 1 to Contract OP-154
Amendment 1 to Contract OP-227

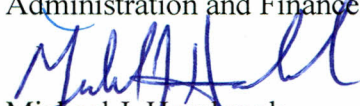
COMMITTEE: Administration, Finance & Audit

John Sabino, Contracts Manager
Kristen Patneau, Program Manager, Energy Management
Preparer/Title

 INFORMATION

 X VOTE


Rachel C. Madden, Director
Administration and Finance


Michael J. Hornbrook
Chief Operating Officer

A recent acquisition involving Hess Corporation and Direct Energy, effective November 1, 2013, requires that two existing energy supply contracts originally awarded to Hess Corporation (Contracts OP-154 and OP-227) be assigned to and assumed by a new wholly owned subsidiary of Direct Energy, Hess Energy Marketing, LLC. This staff summary recommends the approval of the assignment for both contracts, and further recommends that the Board authorize the Executive Director, on behalf of the Authority, to approve Amendment 1 to Contract OP-154 and Amendment 1 to Contract OP-227, which will incorporate into the contracts a financial guarantee from the parent of Direct Energy, Centrica plc.

RECOMMENDATION:

To approve the assignment and assumption of Contract OP-154 and Contract OP-227 from Hess Corporation to a new wholly owned subsidiary of Direct Energy, Hess Energy Marketing, LLC, and further, to authorize the Executive Director, on behalf of the Authority to approve Amendment 1 to Contract OP-154 and Amendment 1 to Contract OP-227, incorporating the parental Guaranty from Centrica plc as part of the terms and conditions of both contracts, with no increase in price or contract term.

DISCUSSION:

MWRA executed Contract OP-154 with Hess Corporation in February 2012 for a 36-month supply of electric power to 43 small non-time-of-use accounts, known as “Profile” accounts (e.g., CSO facilities, pump stations and the Charlestown Navy Yard), representing an approximate annual consumption of 5,700,000 kWh, or 4% of MWRA’s total purchased load.

MWRA executed Contract OP-227 with Hess Corporation in October 2013 for a 24-month supply of electric power to 27 large field operations and facility management time-of-use accounts, known as the “Interval” accounts (e.g., Carroll Water Treatment Plant, Nut Island Headworks, and Clinton Treatment Plant), representing an approximate annual consumption of 46,000,000 kWh, or 28% of MWRA’s total purchased load.

On November 1, 2013, Direct Energy completed a transaction to acquire Hess Energy Marketing. Pursuant to this transaction, Hess Corporation will transfer and assign its rights and obligations under its existing contracts to a new wholly owned subsidiary, Hess Energy Marketing, LLC. MWRA’s written consent to assign the contracts is required by the terms of both supply contracts.

Staff do not believe that the supply of electric power under Contracts OP-154 and OP-227 will be impacted by this acquisition as Direct Energy is one of the largest commercial retail energy suppliers in North America. All terms, conditions, price, liabilities, and performance obligations of the original contracts will remain in full force and effect. Further, the terms and conditions of the two contracts expressly provide that, the Supplier, or a Guarantor for the Supplier, possess an investment grade credit rating of its long-term Senior Unsecured Debt, or, alternatively, provide a financial guarantee from a firm with investment grade debt. Since Direct Energy and Hess Energy Marketing, LLC have no outstanding debt, a guarantee will be provided by their parent company, Centrica plc, a public limited company that presently carries an A- credit rating from Standard & Poor’s. Therefore, staff recommend that the Board approve the assignment of Contract OP-154 and Contract OP-227 to Hess Energy Marketing, LLC.

Amendment 1 to Contract OP-154 and Amendment 1 to Contract OP-227 will incorporate the parental Guaranty from Centrica plc as part of the terms and conditions.

BUDGET/FISCAL IMPACT:

Amendment 1 to Contract OP-154 and Amendment 1 to Contract OP-227 will have no budgetary impact.

MBE/WBE PARTICIPATION:

There are no M/WBE participation requirements for either Contract OP-154 or for Contract OP-227 because of limited opportunities for subcontracting.

STAFF SUMMARY

TO: Board of Directors
FROM: Frederick A. Laskey, Executive Director
DATE: December 18, 2013
SUBJECT: Purchase Order for Data Storage
Hub Technical Services, Inc.
WRA-3776Q
State Blanket Contract ITC47



COMMITTEE: Administration, Finance & Audit

Janice Watts/Buyer
Russell J. Murray, Jr., MIS Director
Ken Carlson, Operations Manager
Preparer/Title

INFORMATION

VOTE


Rachel C. Madden

Director, Administration & Finance


Michele S. Gillen

Deputy Director, A&F

RECOMMENDATION:

To approve the award of a purchase order for data storage, software, hardware, installation, integration, migration and support services to Hub Technical Services, Inc., and authorize the Executive Director, on behalf of the Authority, to execute said purchase order in the bid amount of \$575,070.92 under State Blanket Contract ITC47.

DISCUSSION:

On March 14, 2012, the Board of Directors was presented the MIS Five-Year Strategic Plan to ensure alignment of business goals, objectives, processes and technology within the Authority. Data Management is one of the primary projects included in the IT Infrastructure Program outlined in that strategic plan.

As part of the Data Management Project, MIS will consolidate all of its direct attached and Storage Area Network into one single unified platform. This will allow for projected data growth, simplify administration and improve fault tolerance while reducing power consumption and supporting MIS "green" initiatives.

In 2007, MIS implemented a Storage Area Network (SAN), HP EVA 6000 at the Chelsea Data Center under which all the direct attached storage for Exchange, Blackberry and File Servers, were consolidated. In 2008, a second pair of SANs, HP 4100, were implemented to support the Enterprise Resource Planning Application and in 2010 a third SAN, NetApp 2200, was

implemented to provide storage and fail over for the Deer Island Data Center. With the increase in demand for new applications and more data, the existing SANs are incapable of providing the needed capacity and Input/Output response times required to meet the future needs of the Authority.

This procurement of HP's 3PAR 7400 Storage Unit will provide MWRA with a high performance storage architecture which allows for advanced data management. This architecture optimizes performance through the use of its wide striping technology. Wide striping places small chunks of data across all of the drives in a system to harness their collective throughput. Additionally, its Dynamic Optimization software ensures the chunks of data are on the right tier of storage. Wide striping places frequently accessed data on the most responsive tier of storage while moving infrequently accessed data to slower drives. In addition to replacing aging technology, this purchase will further consolidate storage from other MIS servers and applications which are now moving to the VMware Virtualization Platform. Also included in this procurement is a second SAN which will be installed at Deer Island to support application development, testing and disaster recovery.

This purchase will more than double the available raw space and quadruple the speed (Input/Output per Second) ensuring MWRA's ability to keep up with current technologies and meet the additional storage and Input/Output requirements. Furthermore, this purchase provides a single unified storage management platform reducing the administrative overhead.

Procurement Process

In order to procure these goods and services, staff accessed the State Blanket Contract ITC47. Under this contract, eleven prequalified vendors were directly solicited under WRA3776-Q. Two bids were received and publicly opened on November 1, 2013. AdvizeX Technologies bid the EMC VNX5600 at \$470,022.73 and Hub Technical Services bid the HP 3PAR StoreServ 7400 at \$575,070.92. On the surface it seems that the lowest response from AdvizeX was the winner. However, after review and evaluation of their submission, our technical staff deemed the bid unresponsive due to the following reasons:

1. The quote proposed disk controller technology that was developed in the 1990's and is in the process of being retired by the Original Equipment Manufacturer (OEM) in comparison to disk controller technology developed in 2012 with an unknown end of life.
2. The OEM's best practices recommend and the bid requested that each unit be equipped with high performance solid state disk drives for the best Input/Output (I/O) performance. None have been quoted.
3. Bid requested a 4 controller solution to provide higher performance, redundancy and resiliency. AdvizeX quoted a 2 controller solution. In the AdvizeX proposed configuration, if you lose a controller then you are in a seriously degraded mode and cache coherency will be shut off. Simply put, you may lose data. In the MWRA specified configuration, if you lose 1 or 2 controllers you are still in a highly available mode with cache written to the remaining controllers with no loss of performance or data.

4. The quote proposed a 12% reduction in total capacity with a 33% reduction in the number of drives which would impede I/O performance.
5. Bid requested the necessary Brocade fiber channel equipment and cabling to connect the storage to the servers. Those are not included in AdvizeX's quote.

Based on the information provided above, MIS and Procurement staff believe that there is significant evidence showing that the lowest bid does not meet the "specified or equal" threshold and therefore the AdvizeX bid is deemed non responsive. MIS and Procurement staff estimated that AdvizeX's bid with the above items included would result in a final bid price that would be at least 10% more than the Hub Technical Services bid.

Vendor Name	Amount
Hub Technical Services, Inc.	\$575,070.92
AdvizeX Technologies	\$470,022.73 (Non Responsive)

The final breakdown of the cost for this procurement is as follows:

Hardware: \$410,939.62
 Installation Services: \$50,257.80
 Maintenance: \$113,873.50

After review and analysis of two bids submitted, staff recommends that this contract be awarded to Hub Technical Services, Inc., as the only responsive bidder.


BUDGET/FISCAL IMPACT:

Sufficient funds for this procurement are included in the FY14 Capital Improvement Program, under the IT Infrastructure Project #7203.

MBE/WBE PARTICIPATION:

Hub Technical Services, Inc. is not a certified Minority- or Women-owned business.

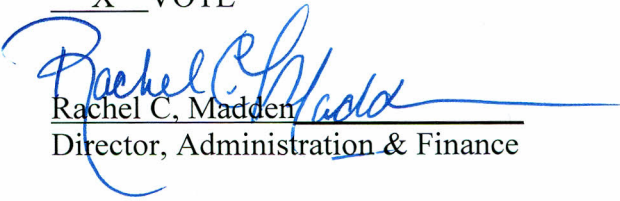
STAFF SUMMARY

TO: Board of Directors
FROM: Frederick A. Laskey, Executive Director 
DATE: December 18, 2013
SUBJECT: Security Guard Services for Various MWRA Facilities
AlliedBarton Security Services LLC
Contract EXE-033 Award


COMMITTEE: Administration, Finance & Audit

 INFORMATION

 X VOTE


Rachel C. Madden
Director, Administration & Finance

Donald Martel
Security Administrator

Marcis Kempe 
Director, Office of Emergency
Preparedness

RECOMMENDATION:

To approve the award of a contract to AlliedBarton Security Services LLC to provide security guard services to the MWRA for the Deer Island Treatment Plant, Chelsea Facility, Charlestown Navy Yard, and the Carroll Water Treatment Plant facilities; and to authorize the Executive Director, on behalf of the MWRA, to execute a contract with AlliedBarton Security Services LLC in an amount not to exceed \$5,664,094.25 for a period of 1096 calendar days from the Notice to Proceed date with an option to renew for two additional one year periods, subject to further Board approval.

DISCUSSION:

This contract will provide 24/7 site security guards and monitoring services at the Deer Island Treatment Plant, Chelsea Facility, and Carroll Water Treatment Plant and 20 hours per week at Charlestown Navy Yard. These security services include stationary guard coverage and mobile patrols, enforcement of site badging systems, monitoring of security surveillance system for remote locations, and reporting security and fire related incidents. This contract will replace the existing contract MWRA No. EXE-025 with U.S. Security Associates, Inc., which was approved by the Board on June 27, 2007 and expires on February 4, 2014.

At Deer Island, security services are necessary to control access to the plant site and to provide security for the treatment plant. This agreement directs the contractor to provide staff monitoring of security cameras and other electronic alarms (including fire) and to support public safety

operations during fires and other emergencies. Security staff at the Chelsea Facility provides on-site security, access control and protection of MWRA property. Security staff at the Chelsea Facility are also responsible for monitoring access control alarms and video surveillance for remote critical water and wastewater collections sites. Security staff are necessary at the Carroll Plant to enforce access control, provide on-site security of MWRA property, and assist in all security incidents and other emergencies including supporting public safety operations during fires; and at CNY for limited coverage (4 p.m. to 8 p.m. weekdays only) to provide controlled access for MWRA employees and cleaning staff. The Agreement provides for supervisory personnel at Deer Island, Carroll Plant and the Chelsea Facility to report directly to the Contractor's Account Manager, who has overall supervisory responsibility for security guard supervision at all facilities (including the sole guard at CNY).

Procurement Process

MWRA procured these services using an RFQ/P procurement process. The proposals were first evaluated for compliance with Threshold Requirements relating to the firms' financial stability and capacity to perform a contract of this size. Those found to have met the Threshold Requirements had their proposals further evaluated against three Evaluation Criteria, which were assigned the following points: Cost (40); Technical Approach, Capacity Organization and Management Approach (40); and Qualifications, Experience, Past Performance and Key Personnel (20). The RFQ/P also requested supporting information verifying the firm's relevant experience in performing contracts for clients similar to MWRA in size and technical needs and in providing comprehensive training for guard staff.

The project was publicly advertised on November 6, 2013, and on November 26, 2013, seven firms submitted Statements of Qualifications and Proposals. The Committee met on December 5, 2013, to score and rank proposals. Upon detailed review of financial statements, two firms, Alliance Detective and Security Services, Inc. and Arrow Security Company, Inc., failed to meet the Threshold Requirement of financial stability (based on the firm's strength and/or size and capacity) sufficient to manage this relatively large contract; and the Selection Committee did not consider these proposals further.

The remaining five proposals were reviewed in depth, and scored using each of the three Evaluation Criteria. The proposals, including prices, are listed below, ranked by the Selection Committee's order of preference. Discussion of each firm follows.

<u>Firm</u>	<u>Total Score</u>	<u>Final Points</u>	<u>Order of Preference*</u> <u>Ranking</u>	<u>Price</u>
AlliedBarton	330	5	1	**\$5,664,094.25
U.S. Security Associates, Inc.	323	8	2	\$5,474,091.14
Northeast Security	291	13	3	\$5,746,278.59
G4S Secure Solutions	300	14	4	\$5,949,837.25
Madison Security Group, Inc.	226	20	5	\$6,436,190.00

* Order of Preference represents the sum of the individual Selection Committee members' rankings where the firm receiving the highest number of points is assigned a "1 "; the firm receiving the next highest number of points is assigned a "2", and so on.

**Corrected price in the respective bidders' bid prices as is permitted under the MWRA's non-professional services procurement process.

AlliedBarton Security Services, a national security firm with a strong local presence, was first-ranked by the Selection Committee on the strength of its experience and the depth of its training programs. Additionally, the firm clearly had the most direct experience in guarding critical infrastructure sites and complex mechanical facilities using remote intrusion detection and video surveillance. Some of the firm's past and existing security clients include: District of Columbia Water & Sewer Authority; Miami-Dade Water & Sewer; and the Arizona Salt River Project; as well as other large commercial facilities, such as: the Prudential Tower and the John Hancock Building; TD Boston Garden; and Novartis Pharmaceuticals. The firm also demonstrated its commitment to both developing and maintaining a well-trained workforce (as detailed below), and provided incentives and benefits designed to encourage staff retention.

AlliedBarton Security Services operates an extensive in-house training program for new hires that is equipped to deal with contract start ups and transitions similar to the complexity of the MWRA contract. In addition to standard guard services training, this program covers useful special topics including Terrorism Awareness, Bomb Threats, Access Control and Workplace Violence and includes advanced topics for supervisory personnel. AlliedBarton Security Services also proposed to use a detailed transition plan coordinated with MWRA to facilitate a smooth and orderly transition of security services from the current security services provider. Finally, AlliedBarton's proposed Year 1 annual spending (minus one-time purchases for vehicles and equipment of \$146,000), will be \$1.75 million. That amount, which includes an additional training component not in the existing contract, is comparable in price to current annual spending of \$1.66 million.

U.S. Security Associates, Inc., the incumbent, had a good record of past performance and was scored a close second to Allied Barton. However, its depth of relevant experience, and its proposed project team though good, were not as strong as AlliedBarton's. The Selection Committee's consensus was that, despite US Security Associates having the lower cost proposal, Allied Barton provided quality, capacity and organizational resources that were worth the cost differential.

The Selection Committee scoring of Northeast Security as third reflects its higher cost, less relevant experience guarding critical infrastructure and comparatively less comprehensive training program.

G4S, ranked fourth, also had strong qualifications and a detailed proposal but the Selection Committee members' vote reflected the firm's high price and lack of utility/critical infrastructure experience.

Madison Security Group, Inc.'s cost proposal was significantly higher than the other prospective bidders and after carefully reviewing what the firm was offering in terms of training and experience with critical infrastructure clients, the Selection Committee ranked the firm in fifth place.

BUDGET/FISCAL IMPACT:

Funding for these services will be provided from the Current Expense Budget. The FY14 CEB includes \$1,758,295 for Guard Services and spending is currently within budget for the fiscal year to date. The first year cost of the AlliedBarton Security Services proposal is \$1,750,830, which will occur in FY14. The FY14 overspending will be included in the year-end CEB projections.

MBE/WBE PARTICIPATION:

Due to the scope of work, no MBE/WBE subcontractor requirements were established for this contract.

STAFF SUMMARY

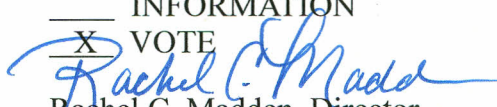
TO: Board of Directors
FROM: Frederick A. Laskey, Executive Director
DATE: December 18, 2013
SUBJECT: Janitorial Services at the Chelsea Facility
SJ Services, Inc.
Contract WRA- 3754Q



COMMITTEE: Administration, Finance & Audit

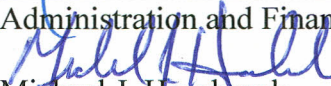
INFORMATION

VOTE


Rachel C. Madden, Director
Administration and Finance

Mary Flynn, Manager, Facilities Management
Michele S. Gillen, Deputy Director, Administration and Finance
Preparer/Title

MSG


Michael J. Hornbrook
Chief Operating Officer

RECOMMENDATION:

To approve the award Contract WRA-3754Q, Janitorial Services at the Chelsea Facility, to SJ Services, Inc., and to authorize the Executive Director, on behalf of the Authority, to execute said contract in an amount not to exceed \$422,500, for a contract term of three years.

DISCUSSION:

The Chelsea Facility, which consists of the main Administration Building and a Maintenance Building (shown in the pictures below), is in operation 24 hours per day, 365 days per year.



Chelsea Administration Building



Chelsea Maintenance Building

In total, both buildings house approximately 545 employees who work in Engineering and Construction, MIS, Toxic Reduction and Control (TRAC), the Water Quality Lab, Water and Wastewater Operations (including the Operations Control Centers) and Maintenance, Library Services, Fleet Services, Warehousing, Technical Inspection, Metering, Payroll, Facility Maintenance, and Mail Services.

For safe, clean, and efficient management of these facilities, MWRA requires a contract for janitorial services. These services include routine daily cleaning of both buildings, including office space, laboratory areas, computer rooms, kitchen areas, bathrooms and locker rooms, stairways, etc. The contract also includes periodic carpet cleaning (previously bid separately and not included in past janitorial contracts).

The contract includes all necessary labor, equipment, materials, and supplies, with the exception of paper products and hand soap, which MWRA procures separately. The contractor is required to implement and manage a comprehensive janitorial program intended to protect and maintain the facilities and provide a healthy, clean environment for MWRA staff and visitors.

As has been the past practice, the contractor will be required to continue using “Green Seal Certified” products to minimize the use of hazardous cleaning products and, in accordance with the Commonwealth’s “sustainability program,” will work with MWRA staff to maintain the paper and cardboard recycling program.

It should be noted that the award of a contract for janitorial services at the Deer Island Treatment Plant is the subject of a separate staff summary being presented at this meeting.

Procurement Process

Purchasing staff solicited bids from three firms listed as approved contractors on the Commonwealth of Massachusetts’ janitorial contract (Massachusetts State Contract #FAC 67) to perform janitorial services at the Chelsea Facility for a contract term of three years. In addition to being listed on the State Contract, two of the three firms solicited have bid on previous janitorial services contracts for the Chelsea Facility and, as such, are familiar with these buildings.

On December 4, 2013, pricing submittals were received from three bidders with the following results:

VENDOR	BID PRICE
SJ Services, Inc.	\$422,500.00
AMPM Facility Services	\$430,680.00
American Cleaning Company	\$527,550.18

The contract requires payment of prevailing wage rates established by the Division of Occupational Safety for the metropolitan Boston area. Bidders were required to submit annual prices for all three years with award based on the lowest total bid price for the entire three-year contract term.

SJ Services submitted the lowest of the three responsive bids received. For purposes of comparison, under the current contract with AMPM Facility Services, which is set to expire on January 21, 2014, MWRA is paying a yearly rate of \$134,784 for janitorial services, which did not include carpet cleaning. The total price for carpet cleaning is \$53,500 (\$17,850 per year). Staff have begun replacing some of the carpeting at Chelsea with carpet tiles. Staff included an estimate of 600 hours of carpet cleaning services per year. The number of hours is an estimate only; MWRA will only pay for actual carpet cleaning services provided.

SJ Services bid price for the first year of the contract (not including the carpet cleaning) is \$120,000, which reflects a decrease of \$14,784 from the current contract. SJ Services' contract price will be \$123,000 for year two and \$126,000 for year three.

Staff spoke with the SJ Services' president to discuss the bid proposal in detail. As a result of that discussion, staff have concluded that the bid price is reasonable, complete, and includes the payment of prevailing wage rates, as required. SJ Services has extensive experience in providing janitorial services for other large public agencies and currently holds the soon-to-expire janitorial contract on Deer Island. MWRA staff have been satisfied with SJ Services' performance on that contract.

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

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

BUDGET/FISCAL IMPACT:

The Operations Division's FY14 Current Expense Budget contains sufficient funding for the first year of this contract. Appropriate funding will be included in subsequent Proposed CEB requests for the remaining term of the contract.

MBE/WBE PARTICIPATION:

SJ Services is not a certified Minority- or Women-owned business.



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

WASTEWATER POLICY & OVERSIGHT COMMITTEE MEETING

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

to be held on

Wednesday, December 18, 2013

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

Time: Immediately following AF&A Comm.

AGENDA

A. Information

1. Progress of BWSC-Implemented CSO Projects and Projected Financial Assistance through June 2014

B. Approvals

1. Approval of Two New Members of the Wastewater Advisory Committee

C. Contract Awards

1. Janitorial Services – Deer Island Treatment Plant: AMPM Facility Services, Bid WRA-3708

D. Contract Amendments/Change Orders

1. Digester Sludge Overflow Piping and Plug Valve Replacement, Deer Island Treatment Plant: Walsh Construction Company, Contract 7055, Change Order 9
2. Boiler and Water Heater Service: Cooling and Heating Specialists, Inc., Contract OP-169, Change Order 2

MASSACHUSETTS WATER RESOURCES AUTHORITY

Meeting of the
Wastewater Policy and Oversight Committee

November 13, 2013

A meeting of the Wastewater Policy and Oversight Committee was held on November 13, 2013 at the Authority headquarters in Charlestown. Chairman Walsh presided. Present from the Board were Messrs. Barrera, Carroll, Cotter, Flanagan, Foti, Pappastergion and Vitale. Among those present from the Authority staff were Fred Laskey, Steve Remsberg, Carolyn Fiore, Betsy Reilley, Mike Hornbrook, Dan O'Brien and Bonnie Hale. The meeting was called to order at 11:30 a.m.

Information

Changes to Number of Industrial Permit Holders and Impacts on Charges

Staff provided a review of the last ten years of permits issued, the charges collected, and specific permit/industry types where reductions have occurred and why.

2012 Deer Island Outfall Monitoring Overview

This item and an accompanying presentation was referred to the full Board.

Approvals

*Memorandum of Understanding and Financial Agreement with the City of Cambridge for Implementation of CSO Projects, Amendment 11 and Progress of Cambridge-Implemented CSO Projects and Projected Financial Assistance through March 2014

The Committee recommended approval of Amendment 11 (ref. agenda item B.1).

Contract Awards

*Harbor and Outfall Monitoring 2014-2017: Battelle, Inc., Contract OP-216A; Normandeau Associates, Inc., Contract OP-216B

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

* Approved as recommended at November 13, 2013 Board of Directors meeting.

*Cooperative Research Project with Provincetown Center for Coastal Studies to Conduct Water Quality Monitoring in Cape Cod Bay: Contract OP-222

The Committee recommended approval of the contract award (ref. agenda item C.2).

*Agency-Wide Technical Assistance Consulting Services: Dewberry Engineers Inc., Contract 7436; Fay, Spofford & Thorndike, LLC, Contract 7437; Hazen and Sawyer, P.C., Contract 7456

Mr. Laskey reviewed the background of this contract and questions raised by Board members when it was previously on the agenda and postponed. After review, it is now proposed as a one year contract instead of three to give staff a chance to step back and see how it will work in practice. The Committee recommended approval of the contract award (ref. agenda item C.3).

*Supply and Delivery of Sodium Hypochlorite to the Deer Island Treatment Plant: JCI Jones Chemicals, Inc., Bid WRA-3709

The Committee recommended approval of the contract award (ref. agenda item C.4).

Contract Amendments/Change Orders

*Supply and Delivery of Polymer to the Deer Island Treatment Plant: Polydyne, Inc., WRA-3373, Amendment 1

The Committee recommended approval of Amendment 1 (ref. agenda item D.1).

*Thermal and Hydro Power Plant Maintenance, Deer Island Treatment Plant: O'Connor Constructors, Inc., Contract S500, Change Order 5

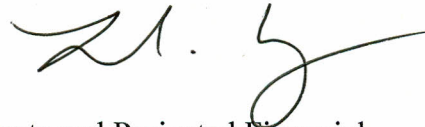
The Committee recommended approval of Change Order 5 (ref. agenda item D.2).

The meeting adjourned at 11:55 a.m.

* Approved as recommended at November 13, 2013 Board of Directors meeting.

STAFF SUMMARY

TO: Board of Directors
FROM: Frederick A. Laskey, Executive Director
DATE: December 18, 2013
SUBJECT: Progress of BWSC Implemented CSO Projects and Projected Financial Assistance through June 2014




COMMITTEE: Wastewater Policy & Oversight

Jae R. Kim, P.E., Chief Engineer
David A. Kubiak, P.E., Sr. Program Manager
Preparer/Title

X INFORMATION

 VOTE



Michael J. Hornbrook
Chief Operating Officer

RECOMMENDATION:

For information only. This staff summary presents the status of projects in the Long-Term CSO Control Plan that are funded by MWRA and implemented by the Boston Water and Sewer Commission (BWSC). Staff plan to transfer \$1,657,902.60 into the BWSC CSO account for anticipated eligible costs through June 2014, bringing the total amount of MWRA funds transferred to the BWSC CSO account to \$282,663,413.76.

DISCUSSION:

Under the Memorandum of Understanding and Financial Assistance Agreement between MWRA and BWSC for the Implementation of CSO Control Projects (the "MOU" and the "FAA"), BWSC is responsible for implementing nine of the 35 projects in MWRA's Long-Term CSO Control Plan. In addition, BWSC has completed improvements to relieve a portion of its Lower Dorchester Brook Sewer to reduce CSO discharges to BWSC's Dorchester Brook Conduit and Fort Point Channel in accordance with the terms and conditions of Amendment 9 to the MOU and FAA approved by the Board on June 4, 2008.

The MOU provides a framework within which BWSC and MWRA cooperate in the management of the CSO projects. The FAA is the funding mechanism by which MWRA funds are made available to BWSC to pay eligible design and construction costs. The MOU and FAA were originally executed in 1996. The total award amount in the agreements increased with the execution of Amendment 13 on December 27, 2012, to \$289,451,416.24.

Staff are closely tracking the eligibility of actual costs incurred by BWSC as it continues to design and construct the Reserved Channel Sewer Separation project, the last major effort under the MOU/FAA. If actual eligible costs exceed the estimated eligible amounts in the MOU/FAA (e.g., due to change orders or claims), staff will seek Board approval to amend the agreements and total award amount. In addition, in a letter dated November 12, 2013, BWSC requested to add sewer separation infrastructure (primarily new storm drains) to certain streets within the MWRA-established Reserved Channel sewer separation area to increase inflow removal to meet

targeted CSO reduction requirements. Staff are reviewing the request and will seek Board approval for any additional work that is cost effective and warranted in meeting the required long-term levels of CSO control.

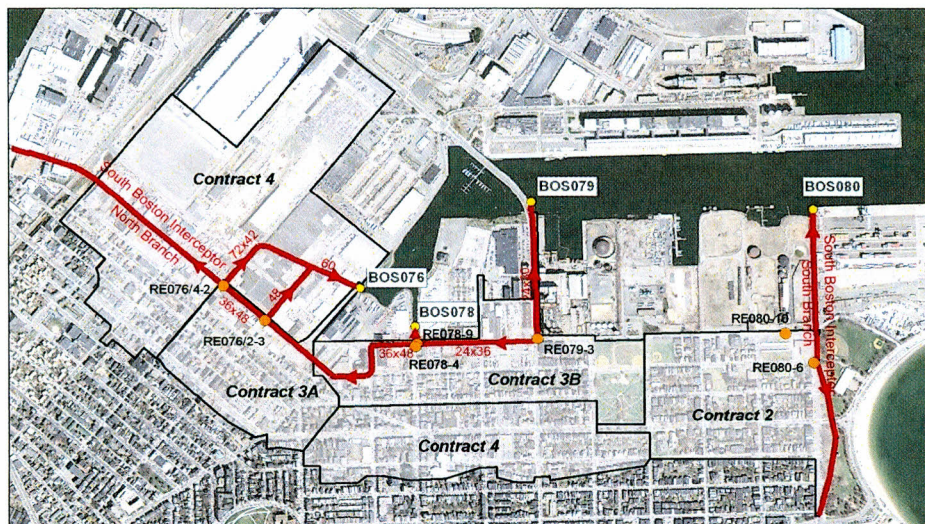
Progress of Work

BWSC continues to make significant progress toward completing the CSO projects it is responsible for implementing on schedules that comply with milestones in Schedule Seven of the Federal Court Order in the Boston Harbor Case. From 1996 through December 2013, BWSC has spent approximately \$282.2 million for eligible CSO work. BWSC has completed or substantially completed 8 of 9 projects: the South Dorchester Bay, Stony Brook, Neponset River, Constitution Beach, Fort Point Channel and Bulfinch Triangle sewer separation projects, the Morrissey Boulevard Storm Drain project and the floatables control project. BWSC also completed the Lower Dorchester Brook Sewer CSO regulator relocation and sewer separation project. Together these projects involved the installation of more than 245,000 linear feet (46 miles) of new storm drain and allowed the closing of CSO outfalls to the Neponset River and Tenean, Malibu, Savin Hill and Constitution beaches. Described below is the progress of CSO work BWSC continues to perform that is eligible for MWRA funding.

Reserved Channel Sewer Separation

BWSC continues to make scheduled progress with its nine construction contracts within the \$64.1 million Reserved Channel Sewer Separation project (see Figure 1 and Table 1. Contracts 1, 2, 3A and 7 are substantially complete, contracts 3B and 4 are well underway, and contracts 5 and 6 are scheduled to be awarded soon. BWSC plans to complete all work associated with the Reserved Channel sewer separation project by December 2015, in compliance with Schedule Seven.

Figure 1: Reserved Channel Sewer Separation Project Area and Contracts



**Table 1: Reserved Channel Sewer Separation Contracts
Description and Status**

BWSC Contract	Description	Eligible Cost Estimate	Status
1	Restoration of four outfalls: 076, 078, 079 and 080. Also includes tidegate installation and culvert installation.	\$4,215,423	Substantially complete
2	Installation of approximately 3,690 linear feet of 4 to 20 inch water pipe, 13,050 linear feet of 10 to 66 inch sewer and drain pipe, 63 four to six foot diameter manholes, 27 special manholes, 12 catch basins, and 3,500 linear feet of minor drain.	\$5,874,700	Substantially complete
3A	Installation of approximately 9,220 linear feet of 4 to 16 inch water pipe, 12,380 linear feet of 8 to 84 inch sewer and drain, 80 four to seven foot diameter manholes, 6 special manholes, 22 catch basins, and 5,300 linear feet of minor drain.	\$11,145,304	Substantially complete
3B	Installation of approximately 10,840 linear feet of 12 to 72 inch storm drain, 4,350 linear feet of 12 to 72 inch replacement sanitary sewer, replacement of 10,700 linear feet of 4 to 20 inch water pipe, 90 four to six foot diameter manhole, 9 special manholes, 6 catch basins, and 5,000 linear feet of minor drain.	\$9,628,535	85% complete
4	Installation of approximately 12,200 linear feet of 12 to 48 inch storm drain, 1,700 linear feet of 12 to 24 inch replacement sanitary sewer pipe, replacement of 9,700 linear feet of 8 to 16 inch water pipe, 104 four to six foot diameter manholes, one catch basin, and 5,400 linear feet of minor drain.	\$7,396,630	65% complete
5	Sewer cleaning and lining.	Ineligible	To be awarded Winter 2014
6	Downspout disconnections.	\$900,000	To be awarded Winter 2014
7	Permanent pavement restoration of approximately 16,000 linear feet of roadway.	\$1,135,425	Completed
8	Permanent pavement restoration of approximately 37,500 linear feet of roadway.	\$5,421,856	35% complete

South Dorchester Bay Sewer Separation

BWSC substantially completed the South Dorchester Bay sewer separation project in 2007, eliminating CSO discharges to the Commercial Point and Fox Point CSO treatment facilities and the beaches of South Dorchester Bay. Confirmation from BWSC that CSOs were eliminated allowed MWRA to decommission the two facilities in November 2007. Since then, BWSC has continued to locate and remove private inflow sources, primarily by disconnecting downspouts, to further reduce the amount of stormwater in the sewer system and meet the sewer system performance objectives in the MOU and FAA.

For several years, MWRA's CIP has included funds for additional work to adequately relieve the separated sewer system and control the potential for system flooding with the CSO relief points now eliminated. Approximately \$5.4 million of the \$118.9 million budget in MWRA's FY14 CIP for the South Dorchester Bay sewer separation project is allocated for this purpose.

BWSC issued the Notice to Proceed in November 2010 for a design contract to identify and recommend the removal of additional inflow sources and prepare associated construction documents. From early recommendations, BWSC has removed inflow sources with its own staff and awarded a construction contract in April 2013 to remove or redirect stormwater connections at 17 locations. The contract is scheduled to be substantially complete this spring. In the meantime, BWSC's consultant continues to locate and recommend additional inflow sources for removal.

MWRA Oversight and Funding

The FAA establishes eligible and ineligible costs. Generally, all reasonable force account and contract costs incurred by BWSC as a direct result of implementing eligible portions of the CSO projects are funded. The FAA calls for MWRA to disburse grant funds to BWSC semiannually, based on a documented, detailed estimate of project costs for the projected six-month period. MWRA's review and acceptance of the cost estimate is required prior to disbursement of funds to the BWSC CSO account.

Staff review the scope and costs of engineering and construction contracts issued by BWSC, as well as BWSC's change orders and amendments. Staff also routinely review the progress of the BWSC projects and expenditures. Monthly meetings are held with BWSC to coordinate activities and resolve any critical issues. BWSC submits monthly reports that describe actual work progress and the force account and contract-related expenditures for each project.

MWRA's Internal Audit Department (IAD) routinely reviews BWSC's compliance with the terms and conditions of the FAA. IAD's latest audit, completed in June 2013, reviewed the engineering, construction and force account costs for calendar year 2012. The audit found that 87% of BWSC's recorded force account work in 2012 was eligible for MWRA funding, based on an analysis of consultant and contractor eligible and ineligible costs that year. From this same analysis, IAD also determined that there was no outstanding issue with any of the consultant and contractor invoices.

Funding and Expenditures through December 2013

Since execution of the MOU and FAA in 1996, MWRA has transferred a total of \$281,005,511.17 into BWSC's CSO account to cover eligible design and construction costs through December 2013. In addition, the account has accumulated \$1,761,554.92 in interest, which BWSC has used to pay eligible project costs in accordance with the terms of the FAA. Total estimated eligible cost incurred by BWSC through December 2013 is estimated to be \$282,212,058.68. Total balance in the CSO account is estimated to be \$554,504.10 as of December 31, 2013. This balance primarily includes funds previously transferred for Reserved Channel Contract 6, the only remaining eligible contract, which BWSC had planned to award earlier this year. BWSC advertised Contract 6 on December 4, 2013 and plans award the contract in early 2014.

Funding for First Half of Calendar Year 2014

Staff plan to transfer \$1,657,902.60 into the BWSC account to cover the anticipated eligible expenditures through June 2014. Table 2 on the following page shows the MWRA funds

transfers to the BWSC CSO account, including the pending transfer by MOU/FAA project and phase. Including the pending transfer, the total amount of MWRA funds transferred into the BWSC CSO account is \$282,663,413.76, which is 98% of the MOU/FAA total award amount of \$289,451,416.24. Staff expect to make additional transfers to the BWSC CSO account totaling \$6.8 million through December 2016 (the termination date of the MOU/FAA with BWSC) to cover the remaining eligible costs to complete the Reserved Channel sewer separation project and additional the inflow removal associated with the South Dorchester Bay sewer separation project.

Table 2: Pending and Total Funding of BWSC Projects and Comparison to Approved CIP and MOU/FAA Award Amounts

Project	Phase	Project Budget (FY14 CIP)	MOU/FAA	MWRA Funding Jan-Jun 2014	Total MWRA Funding thru Jun 2014	Status*
South Dorchester Bay Sewer Separation (Fox Point area)	Engineering	\$ 11,414,412	\$ 54,187,456	\$ -	\$ 11,425,649	Complete
	Construction	42,754,139			\$ 42,754,376	
South Dorchester Bay Sewer Separation (Commercial Point area)	Engineering	17,664,846	\$ 64,781,012		\$ 16,679,640	Substantially
	Construction	47,110,806			\$ 44,509,415	Complete
Neponset River Sewer Separation	Engineering	469,614	\$ 2,444,394		\$ 469,614	Complete
	Construction	1,974,781			\$ 1,974,781	
Constitution Beach Sewer Separation	Engineering	673,278	\$ 3,768,888		\$ 673,278	Complete
	Construction	3,095,610			\$ 3,095,610	
Stony Brook Sewer Separation	Engineering	10,137,127	\$ 44,332,716		\$ 10,178,049	Complete
	Construction	34,195,412			\$ 34,061,256	
Floatables Control	Engineering	554,979	\$ 933,333	-	\$ 554,979	Complete
	Construction	378,000			\$ 378,000	
Fort Point Channel Sewer Separation	Engineering	1,868,273	\$ 9,977,175	-	\$ 1,868,274	Complete
	Construction	8,108,435			\$ 8,108,435	
Regulator RE070/11-2 Relocation and Sewer Separation	Engineering	-	\$ 2,030,000	-	\$ -	Complete
	Construction	2,030,000			\$ 2,030,000	
Morrissey Boulevard Drain	Engineering	4,494,099	\$ 32,904,545	-	\$ 4,026,143	Complete
	Construction	28,320,446			\$ 28,320,646	
Reserved Channel Sewer Separation	Engineering	14,377,594	\$ 64,105,782	976,690.45	\$ 13,608,051	Design/
	Construction	50,430,935		681,212.15	\$ 48,089,762	Construction
Bulfinch Triangle Sewer Separation	Engineering	1,323,150	\$ 9,986,115	-	\$ 1,236,947	Complete
	Construction	8,620,510			\$ 8,620,510	
TOTAL BY PHASE	Engineering	62,977,372		976,690.45	\$ 60,720,622	
	Construction	227,019,074		681,212.15	\$ 221,942,792	
TOTAL		\$289,996,446	\$ 289,451,416	\$ 1,657,902.60	\$282,663,414	

*Substantially complete projects may incur additional eligible costs associated with water quality monitoring, additional inflow removal, construction claims, and/or final contract closeout.


BUDGET/FISCAL IMPACT:

The FY14 CIP includes \$289,996,446 for the BWSC-implemented CSO projects. The total award amount of the BWSC MOU/FAA is \$289,451,416. Reserved Channel Contract 2 received \$2.3 million of stimulus funding based on the American Recovery and Reinvestment Act of 2009.

MBE/WBE PARTICIPATION:

For the BWSC-implemented projects funded by MWRA, MBE/WBE participation requirements are included in compliance with DEP SRF requirements and as required by BWSC policy.

STAFF SUMMARY

TO: Board of Directors
FROM: Frederick A. Laskey, Executive Director 
DATE: December 18, 2013
SUBJECT: Approval of Two New Members of the Wastewater Advisory Committee

COMMITTEE: Wastewater Policy & Oversight

 INFORMATION
 X VOTE

Wendy S. Leo, Program Manager, Marine Data
Preparer/Title 

Kevin A. McCluskey
Director, Public Affairs 

RECOMMENDATION:

To approve the addition of two new members, Mr. Wayne Chouinard and Mr. Elie Saroufim, to the Wastewater Advisory Committee.

DISCUSSION:

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

WAC elects its chairman and employs an Executive Director (selected by WAC's membership with the concurrence and approval of MWRA's Public Affairs Department). WAC's current chairman is Stephen Greene and WAC's current Executive Director is Andreae Downs.

The current Agreement between WAC and MWRA for FY14, which was approved by the Board on June 5, 2013, provides that WAC shall have a maximum of twenty members approved by MWRA's Board of Directors; the Agreement prohibits alternates or designees.

The current ten members on WAC are: Mary Adelstein, citizen advocate; Craig Allen, Commonwealth Research Group, Inc.; Zhanna Davidovitz, Massachusetts Institute of Technology; Stephen Greene (WAC Chairman), Howland-Greene Consultants; Bill Katz, citizen (retired from Industry); Tabor Keally, Neponset River Watershed Association; Karen Lachmayr, Harvard University; Beth Miller, independent engineer; Martin Pillsbury, Metropolitan Area Planning Council; Vincent Spada, SEA Consultants

In accordance with the current Agreement, WAC unanimously nominated the following individuals for membership at its last meeting:

Wayne Chouinard


Mr. Chouinard is an engineer for the Town of Arlington's Department of Public Works, where he works on sewer and stormwater projects, and environmental and permitting matters. He also has worked as a consultant on stormwater and wastewater management issues, and wetland permitting. Mr. Chouinard holds licenses as a Civil Engineer, Project Management Professional, Soil Scientist, Soil Evaluator, and a Title 5 Inspector. In addition, he volunteers his time working with several other community organizations, including the Charles River Water Quality Commission, Natick Design Review Board, Natick Town Meeting, Charles River Watershed Association, and others.

Elie Saroufim

Mr. Saroufim is Special Projects Coordinator for Boston Water and Sewer, where he works on interdepartmental projects that fall outside any specific category of daily operations. Mr. Saroufim received a Bachelor of Science degree in Operations Management from the University of Massachusetts, Boston. In addition, he studied film and acting at New York University's Tisch Program and Early Childhood Education at Wheelock College. His current position at BWSC allows him to work closely with the Communications Department in resolving emerging issues. In fall 2014, Mr. Saroufim plans to start a graduate program in Civil Engineering for Environmental Issues at Northeastern University, in addition to his responsibilities at BWSC.

STAFF SUMMARY

TO: Board of Directors
FROM: Frederick A. Laskey, Executive Director
DATE: December 18, 2013
SUBJECT: Janitorial Services at the Deer Island Treatment Plant
AMPM Facility Services
Contract WRA-3708



COMMITTEE: Wastewater Policy & Oversight

 INFORMATION

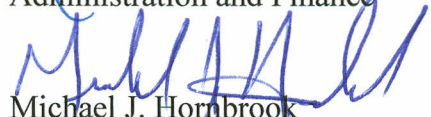
VOTE



Rachel C. Madden, Director
Administration and Finance

Daniel K. O'Brien, P.E., Director, Deer Island WWTP
Gerard L. Gallinaro, Deputy Director, Maintenance, DI
Michele S. Gillen, Deputy Director, Administration and Finance
Preparer/Title

msg



Michael J. Hornbrook
Chief Operating Officer

RECOMMENDATION:

To approve the award of Contract WRA-3708, Janitorial Services at the Deer Island Treatment Plant, to AMPM Facility Services, and to authorize the Executive Director, on behalf of the Authority, to execute said contract in an amount not to exceed \$1,358,660, for a contract term of three years.

DISCUSSION:

MWRA has been contracting janitorial and window cleaning services at the Deer Island Treatment Plant for the past 16 years. The current contract will expire on January 22, 2014.

Deer Island consists of approximately 229,414 square feet of usable space in 14 buildings. The facilities covered under this contract (see attachment) requiring daily janitorial services include computer rooms, laboratories, warehouse space, offices, common-use areas (e.g., kitchenettes, conference rooms, hallways, etc.) locker rooms, shower rooms, lavatories, control rooms, and workshops.



In addition, the contract includes periodic cleaning of the exterior windows and skylights, which requires special equipment (mechanical lifts) and safety procedures.

The contract includes all necessary labor, equipment, materials, and supplies, with the exception of paper products and hand soap, which MWRA procures separately. The contractor is required to implement and manage a comprehensive janitorial program intended to protect and maintain the facilities and provide a healthy, clean environment for MWRA staff and visitors.

As has been the past practice, the contractor will be required to continue using “Green Seal Certified” products to minimize the use of hazardous cleaning products and, in accordance with the Commonwealth’s “sustainability program,” will work with MWRA staff to maintain the paper and cardboard recycling program.

It should be noted that the award of a contract for janitorial services at the Chelsea Facility is the subject of a separate staff summary being presented at this meeting.

Procurement Process

Purchasing staff solicited bids from three firms listed as approved contractors on the Commonwealth of Massachusetts janitorial contract (Massachusetts State Contract #FAC67) to perform janitorial services at Deer Island for a contract term of three years. In addition to being listed on the State contract, the three firms solicited have bid on previous janitorial services contracts at Deer Island and, as such, are familiar with the Deer Island facility.

On October 25, 2013, pricing submittals were received from three bidders with the following results:

VENDOR	BID PRICE
AMPM Facility Services	\$1,358,660.00
SJ Services, Inc.	\$1,456,356.00
DTZ	\$1,700,739.56

The contract requires payment of prevailing wage rates established by the Division of Occupational Safety for the metropolitan Boston area. Bidders were required to submit annual bid prices for all three years with award based on the lowest total bid price for the entire three-year contract term.

AMPM Facility Services submitted the lowest of the three responsive bids received. Under the current contract with SJ Services, Inc., which will expire on January 22, 2014, MWRA is paying an annual rate of \$464,832 for similar services. AMPM’s bid price for year one of the new contract is \$443,557, which reflects a decrease of \$21,275 from SJ Services’ current one-year contract price. AMPM’s bid price will be \$453,774 for year two and \$461,329 for year three.

AMPM Facility Services has extensive experience in providing janitorial services for other large public agencies, such as Somerville Public Works and the Boston Police Department. In addition, AMPM is the current janitorial contractor for MWRA’s Chelsea Facility and for Fulton Properties, which includes MWRA’s offices in the Charlestown Navy Yard. MWRA staff have been satisfied with AMPM Facility Services’ performance under its current contract.

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

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

BUDGET/FISCAL IMPACT:

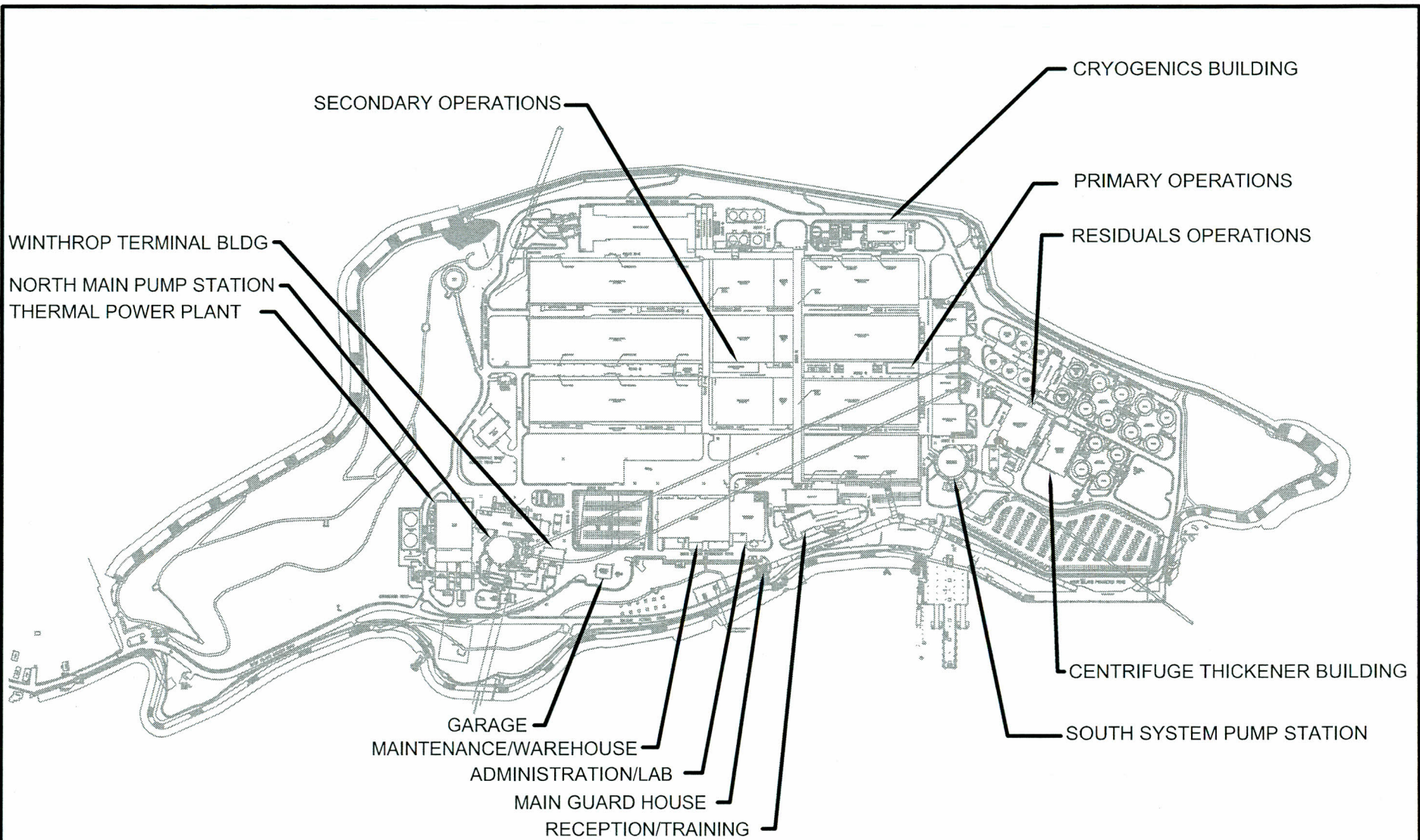
The Operations Division's FY14 Current Expense Budget included sufficient funding for the first year of this contract. Appropriate funding also will be included in subsequent Proposed CEB requests for the remaining term of the contract.


MBE/WBE PARTICIPATION:

AMPM Facility Services is not a certified Minority- or Women-owned business.

ATTACHMENT:

Locus Map of the Deer Island Treatment Plant Showing Facilities to be Covered under Contract WRA-3708



CONTRACT NO. WRA-3708	CONTR. PKG. NO.	 MASSACHUSETTS WATER RESOURCES AUTHORITY DEER ISLAND TREATMENT PLANT	DWG. NO. EXHIBIT E
PROJECT NO.	SPEC SECTION NO.		
DATE: NOVEMBER 2013	DESIGNED BY: J.LONG	JANITORIAL SERVICES DITP	OF
	DRAWN BY: K.A.		
SCALE:	CHECKED BY: J.LONG		
	APPROVED BY: J.LONG		

STAFF SUMMARY

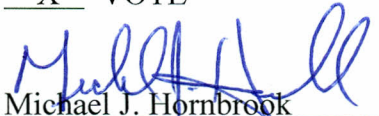
TO: Board of Directors
FROM: Frederick A. Laskey, Executive Director
DATE: December 18, 2013
SUBJECT: Digester Sludge Overflow Piping and Plug Valve Replacement
Deer Island Treatment Plant
Walsh Construction Company
Contract 7055, Change Order 9



COMMITTEE: Wastewater Policy & Oversight

INFORMATION
 VOTE

Daniel K. O'Brien, P.E., Director, Deer Island WWTP
Richard J. Adams, Manager, Engineering Services
Martin E. McGowan, Construction Coordinator
Preparer/Title



Michael J. Hornbrook
Chief Operating Officer

RECOMMENDATION:

To authorize the Executive Director, on behalf of the Authority, to approve Change Order 9 to Contract 7055, Digester Sludge Overflow Piping and Plug Valve Replacement, Deer Island Treatment Plant, with Walsh Construction Company, for a lump sum amount of \$44,593.71, increasing the contract amount from \$6,311,279.23 to \$6,355,872.94, with no increase in contract term.

DISCUSSION:

Under Contract 7055, the Contractor replaced approximately 1,500 feet of damaged glass-lined piping and 350 plug valves in Digester Modules 1 and 2 and the sludge/gas storage tanks at the Deer Island Treatment Plant. The new plug valves are glass-lined because they are less susceptible to struvite build-up and corrosion. In addition, new pinch valves were added at the base of the digesters and the sludge/gas storage tanks to allow staff to isolate each individual digester or tank for maintenance. The Contractor cleaned all remaining material from inside the digesters and one storage tank (a second tank was deleted from the contract and credited under Change Order 8) following MWRA staff's initial purging and draining operation prior to installing the new valves and piping. The Contractor also installed a new high-pressure plant water flushing system at all twelve digesters for flushing the insides of the digester sludge overflow boxes, and a small section of overflow pipe was replaced in Module 3, Digester 4 due to corrosion.

AECOM, the Design Engineer, has verified that glass-lining manufacturers today utilize a higher quality process, which significantly reduces the number of defects or "holidays" in the pipe. Staff believe that this reduction in holidays, along with the introduction of a flushing system, will significantly reduce corrosion and will provide a more reliable system that can more easily be isolated and maintained.

The work under this contract is 100% complete; Substantial Completion was achieved on August 23, 2013. Change Order 9 will be the final change order before closeout of this contract.

This Change Order

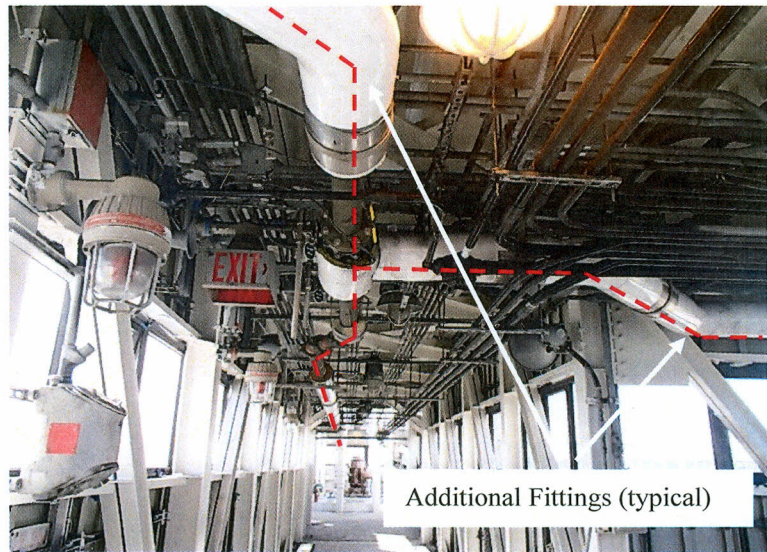
Change Order 9 consists of the following item:

Furnish and Install Pipe Fittings and Supports; Relocate/Modify Existing Interferences

\$44,593.71

As discussed above, the contract documents required the Contractor to furnish and install a new high-pressure plant water flushing system on top of all twelve digesters to allow flushing inside of the digested sludge overflow boxes. The high-pressure flushing water is directed at the two digested sludge overflow pipes located in each overflow box to prevent and clear blockages in these lines. The new flushing water piping system was designed to be routed from the galleries, through the stair towers, up to the catwalk system that provides access to each digester. The existing Boston Harbor Project as-built drawings, which were given to the Design Consultant, AECOM, and utilized as the basis of the design, did not accurately depict all of the actual existing structures and equipment, or their precise locations in the catwalks (one catwalk is shown in the picture above) and overflow boxes.

Due to these unanticipated interferences and conflicts, which included process piping, valve operators, deck grating, work platforms, the fire alarm system, page/party speakers, gas monitoring detectors, conduits, and electrical pull boxes, the Contractor could not install the new pipeline exactly as indicated on the contract drawings. Instead, the pipe routing had to be altered (see arrows in photos above) to avoid these interferences and additional pipe fittings and pipe supports were required.



The approved Proposed Change Order for this item has been identified by MWRA staff as an unforeseen condition. MWRA staff and the Contractor had difficulty negotiating the actual value of the materials and extra costs involved to reroute this pipeline. MWRA staff and the Contractor have recently agreed to a lump sum amount of \$44,593.71 for this additional work with no increase in contract term. The Contractor proceeded with this work at its own risk in order to proceed with the remainder of the contract work.

CONTRACT SUMMARY:

	<u>Amount</u>	<u>Time</u>	<u>Dated</u>
Original Contract:	\$5,997,200.00	730 Days	08/03/11
Change Orders:			
Change Order 1*	\$1,914.53	0 Days	06/18/12
Change Order 2*	(\$65,380.53)	0 Days	09/24/12
Change Order 3*	\$211,935.04	0 Days	11/08/12
Change Order 4*	\$17,759.41	0 Days	02/25/13
Change Order 5	\$142,518.85	0 Days	03/18/13
Change Order 6*	\$0.00	60 Days	09/10/13
Change Order 7*	\$226,282.67	0 Days	11/14/13
Change Order 8*	(\$220,950.74)	0 Days	Pending
Change Order 9	<u>\$44,593.71</u>	<u>0 Days</u>	Pending
Total of Change Orders:	\$358,672.94	60 Days	
Adjusted Contract:	\$6,355,872.94	790 Days	

*Approved under delegated authority

If Change Order 9 is approved, the cumulative total value of all changes orders to this contract will be \$358,672.94 or 5.6% of the original contract amount. Work on this contract is 100% complete.

BUDGET/FISCAL IMPACT:

The FY14 CIP contains a budget of \$6,345,947.31 for Contract 7055. Including this change order for \$44,593.71, the adjusted subphase total is \$6,355,872.94 or \$9,925.63 over budget.

MBE/WBE PARTICIPATION:

The MBE/WBE participation requirements for this project are 5.3% and 4.40%, respectively, and will remain unchanged by this change order.

STAFF SUMMARY

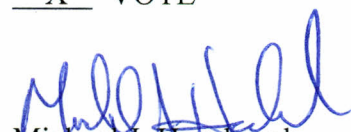
TO: Board of Directors
FROM: Frederick A. Laskey, Executive Director
DATE: December 18, 2013
SUBJECT: Boiler and Water Heater Service
Cooling & Heating Specialists, Inc.
Contract OP-169, Change Order 2



COMMITTEE: Wastewater Policy & Oversight

 INFORMATION
 X VOTE

M. Altaf Bhatti, Project Engineer
Brian L. Kubaska, P. E., Sr. Program Manager
Stephen D. Cullen, Director, WW Operations & Maintenance
Preparer/Title



Michael J. Hornbrook
Chief Operating Officer

RECOMMENDATION:

To authorize the Executive Director, on behalf of the Authority, to approve Change Order 2 to Contract OP-169, Boiler and Water Heater Service, with Cooling & Heating Specialists, Inc., for a net lump sum credit amount of (\$89,896.01), decreasing the contract amount from \$391,597 to \$301,700.99, with no increase in contract term.

DISCUSSION:

Contract OP-169, which expired on November 29, 2013, provided annual preventive maintenance services, and non-emergency and emergency repair services, for boilers and water heaters located at various MWRA facilities, including four headworks facilities, ten wastewater pumping stations, five combined sewer overflow facilities, the Chelsea Screen House, six water pumping stations, and the two Chelsea Facility buildings. MWRA has been contracting these services for more than 16 years.

To ensure that annual preventive maintenance services on the heating boilers would be performed prior to the start of the 2013-2014 heating season, a decision was made to procure a replacement contract prior to the current contract's expiration date. A new contract, Contract OP-217, was awarded to Cooling & Heating Specialists, Inc. under delegated authority, and a Notice to Proceed was issued on September 24, 2013. No further charges were incurred on Contract OP-169 since the Notice to Proceed was issued on the new contract.

This Change Order

Change Order 2, which will be the final balancing change order under this contract, consists of the following item:

One Increase and Eleven Decreases in Unit Price and Allowance Items (\$89,896.01)

This final item is comprised of an increase in the estimated quantity of one unit price bid item (Non-Emergency Service Hours) in the amount of \$15,219, and decreases in the estimated quantities of other six unit price bid items and five allowance items totaling (\$105,115.01) to reflect the actual quantities used during the contract term as further explained below and also detailed in the attached table.

The lone increase was related to the conversion of an oil burner at the Intermediate Pump Station in Weymouth to natural gas. MWRA has been working to take advantage of the environmental benefits and substantial cost savings in using natural gas to heat its facilities instead of oil where possible. The Intermediate Pump Station was identified as a facility that could quickly be converted to a natural gas burner, given the availability of gas lines already in the facility. Staff made the decision to move forward with this work as quickly as possible in preparation for the upcoming heating season. The estimated conversion cost of approximately \$58,500 represented a substantial environmental and economical value when measured against the estimated annual fuel cost savings of \$135,000 per year. The estimated quantities of unit priced bid items and allowance items were established based upon reasonable assumptions and previous contract history. At the time, staff anticipated that adequate service hours remained in the contract to carry through to end of the contract. However, a greater-than-anticipated need for equipment repairs during the remaining term of the contract resulted in a small overrun of staff's original estimate of non-emergency service hours.

CONTRACT SUMMARY:

	AMOUNT	TIME	DATED
Original Contract	\$323,077.00	730 Days	11/30/11
CHANGE ORDERS			
Change Order 1*	\$68,520.00	0 Days	12/10/12
Change Order 2	<u>(\$89,896.01)</u>	<u>0 Days</u>	Pending
Total Change Orders	<u>(\$21,376.01)</u>	<u>0 Days</u>	
Adjusted Contract	\$301,700.99	730 Days	

* Approved under delegated authority

If Change Order 2 is approved, the cumulative value of all change orders to this contract will total (\$21,376.01) or (6.6%) of the original contract amount.

BUDGET/FISCAL IMPACT:

Change Order 2 is for a lump sum credit amount of (\$89,896.01) and will have no budgetary impact.

MBE/WBE PARTICIPATION:

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

ATTACHMENT:

Table of Adjustments in Unit Price and Allowance Items

Contract OP-169, Change Order 2

Table of Adjustments in Unit Price and Allowance Items

Bid Item	Original Quantity	Unit Price/ Allowance Amount	Previous Quantity Adjustments	Increase/ Decrease This Change Order	Total Increase/ Decrease This Change Order	Reasons for Overruns/Underruns
20 Perform Two Boiler Preventive Maintenance (PM) Services at Commonwealth Ave. Pump Station	2 PM Services	\$442/PM service	None	(1 PM Service)	-\$442.00	Only one PM service was performed because the boiler at this facility was replaced during the first year of the contract and it required only one scheduled preventive maintenance service.
32 Perform Eight Water Heater Preventive Maintenance Services on Four Water Heaters at MWRA's Chelsea Facility	8 PM Services	\$250/PM service	None	(4 PM Services)	-\$1,000.00	The four water heaters were serviced per the contract during the first contract year. However, during the second year, one of the two boilers in the Chelsea Administration Building failed and was replaced with a larger water heater that supplied hot water for the entire building eliminating the need for the smaller unit that was no longer being used. The two water heaters in the Maintenance Building were performing without issue. To save cost, a decision was made not to perform preventive maintenance on the new water heater or the other three water heaters during the second year of the contract.
34 Perform Two Water Heater Preventive Maintenance Services on One Water Heater at Commercial Point CSO Facility	2 PM Services	\$186/PM Service	None	(2 PM Services)	-\$372.00	These services were not required as this facility is no-longer being operated by MWRA for CSO treatment.
35 Perform Two Water Heater Preventive Maintenance Services on One Water Heater at Fox Point CSO Main Building	2 PM Services	\$186/PM	None	(2 PM Services)	-\$372.00	These services were not required as this facility is no-longer being operated by MWRA for CSO treatment and does not require hot water for staff use during storm events.

Bid Item	Original Quantity	Unit Price/ Allowance Amount	Previous Quantity Adjustments	Increase/ Decrease This Change Order	Total Increase/ Decrease This Change Order	Reasons for Overruns/Underruns
36 Perform Four Water Heater Preventive Maintenance Services on Two Water Heaters at Fox Point CSO	4 PM Services	\$186/PM	None	(4 PM Services)	-\$744.00	These services were not required as this facility is no-longer being operated by MWRA for CSO treatment and does not require hot water for staff use during storm events.
37 On-Site Non-Emergency Repair Services and On-Site Emergency Repair Service between the Hours of 7:00 am and 3:00 pm, Monday thru Friday, Excluding Authority observed Holidays	1,200 hours	\$89/hour	None	171 hours	\$15,219.00	As explained in the staff summary, the conversion of the IPS boiler from oil to gas expended a significant amount of unanticipated service hours, resulting in an overrun of 171 hours.
39 On-Site Non-Emergency Repair Services and On-Site Emergency Repair Services between the Hours of 3:00 pm and 7:00 am, Monday thru Friday and at all times on Saturdays, Sundays, and Authority-observed Holidays	150 hours	\$133.50/ hour	None	(35 hours)	-\$4,672.50	The actual number of emergency hours required was less than estimated.
40 Manufacturer's Authorized Representative Services	\$30,000/ allowance	N/A	None	-\$25,020.00	-\$25,020.00	The actual amount of manufacturer's authorized representative services was less than estimated.
41 Water Treatment Chemicals and Glycol	\$35,000/ allowance	N/A	None	-\$31,542.99	-\$31,542.99	Fewer water treatment chemicals and glycol were needed than originally estimated.

Bid Item	Original Quantity	Unit Price/ Allowance Amount	Previous Quantity Adjustments	Increase/ Decrease This Change Order	Total Increase/ Decrease This Change Order	Reasons for Overruns/Underruns
42 Mark-up on Water Treatment Chemicals and Glycol	\$7,000/ allowance	N/A	None	-\$6,308.59	-\$6,308.59	See Bid Item 40 above
Replacement Parts	\$117,100/ allowance	N/A	\$57,100.00	-\$28,867.44	-\$28,867.44	Due to the replacement of: a water heater at the Chelsea Facility, a fuel pump at Newton Pumping Station, a boiler at Commonwealth Ave. Pumping Station, and an oil burner at Chelsea Headworks, along with the conversion from an oil burner to a gas burner at the IPS, Bid Item 42 was previously increased by \$57,100 under Change Order 1. However, the full estimated adjusted amount was not required during the remaining term of the contract.
43 Mark-up on Replacement Parts	\$12,000/ allowance	N/A	\$11,420.00	-\$5,773.49	-\$5,773.49	See Bid Item 42 above
Total Net Credit Amount					-\$89,896.01	



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

WATER POLICY AND OVERSIGHT COMMITTEE MEETING

Chair: A. Pappastergion

Vice-Chair: B. Swett

Committee Members:

J. Barrera

J. Carroll

J. Foti

H. Vitale

J. Walsh

J. Wolowicz

to be held on

Wednesday, December 18, 2013

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

Time: Immediately following Wastewater Comm.

AGENDA

A. Approvals

1. Emergency Water Supply Agreement with the Town of Hudson
2. Emergency Water Supply Agreement with the Town of Ashland

MASSACHUSETTS WATER RESOURCES AUTHORITY

Meeting of the
Water Policy and Oversight Committee

November 13, 2013

A meeting of the Water Policy and Oversight Committee was held on November 13, 2013 at the Authority headquarters in Charlestown. Chairman Pappastergion presided. Present from the Board were Messrs. Barrera, Carroll, Cotter, Flanagan, Foti, Vitale and Walsh. Among those present from the Authority staff were Fred Laskey, Steve Remsberg, Steve Estes-Smargiassi, Joshua Das and Bonnie Hale. The meeting was called to order at 11L55 a.m.

Information


Update on Lead and Copper Rule Compliance - 2013

Staff reviewed the results of the calendar year 2013 sampling, and there was general discussion and question and answer.

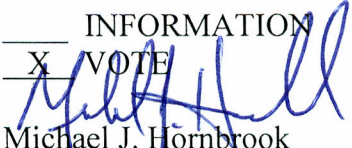
The meeting adjourned at 12:05 p.m.

* Approved as recommended at November 13, 2013 Board of Directors meeting.

STAFF SUMMARY

TO: Board of Directors
FROM: Frederick A. Laskey, Executive Director 
DATE: December 18, 2013
SUBJECT: Emergency Water Supply Agreement with the Town of Hudson

COMMITTEE: Water Policy & Oversight

 INFORMATION
 VOTE

Michael J. Hornbrook
Chief Operating Officer

Pamela Heidell, Policy and Planning Manager
Preparer/Title

RECOMMENDATION:

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

DISCUSSION:

Overview

On November 5, 2013, the Town of Hudson expressed a continuing need to take MWRA water through Hudson's interconnection with Marlborough, and requested a six-month emergency water supply agreement in accordance with MWRA Policy OP.05, *Emergency Water Supply Withdrawals*. This is the second six-month emergency water withdrawal period for Hudson; in June 2013, the Board approved the first six-month Emergency Water Supply Agreement. Hudson's need for emergency withdrawals from MWRA results from a local source shortfall due to its Cranberry Bog Well and the Kane Well being temporarily off-line due to water quality issues.

In addition to the Cranberry Bog and Kane wells, Hudson's water sources include Chestnut Street Wells 1, 2, and 3, and Gates Pond. The capacity of the Chestnut Street Wells and Gates Pond is not sufficient to meet the Town's demand, particularly since Gates Pond is below full capacity due to the current deficit in rainfall and the Chestnut Street wells are not operating at full capacity. Withdrawals from MWRA for June-December are projected to average approximately 0.5 mgd and the need continues. Consequently, Hudson has requested a second six-month Emergency Water Supply Agreement with MWRA for the period January 3, 2014 to July 2, 2014, at a withdrawal rate of an average of 0.5 mgd. Hudson receives MWRA water through an emergency eight-inch, metered interconnection with Marlborough located on the Hudson/Marlborough line.

Both the Cranberry Bog Well and the Kane Well are the subjects of a long-term corrective action plan and a DEP Administrative Consent Order issued on June 14, 2013, extending until December 31, 2014. Hudson's long-term corrective action plan includes the construction of transmission mains from both the Cranberry Bog Well and the Kane Well to Hudson's Chestnut Street Filtration Plant, along with instrumentation and process modifications at the treatment plant. The Administrative Consent Order requires that the Kane Well remain off-line until the transmission main and treatment facility upgrades have been constructed and approved for operation by DEP. It also requires monthly water quality monitoring of the Cranberry Bog well and requires Hudson to take the Cranberry Bog well off-line for evaluation if the levels of iron and manganese exceed secondary maximum contaminant levels. Water quality monitoring of the Cranberry Bog Well has indicated continued exceedences and has caused the well to remain off-line.

In accordance with MWRA Policy OP.05, a second six-month emergency water supply withdrawal period entails a premium charge of 10% of the prevailing rate, as well as a charge based on 110% of 1/3 of the annual payment associated with the asset value contribution amortized with interest over 15 years. Operational details and arrangements between Hudson and Marlborough were put in place pursuant to an inter-municipal agreement between Hudson and Marlborough, which was executed in July 2013 for a six-month period. Hudson approved a new Agreement on December 2, 2013 and Marlborough is expected to approve the new Agreement, pending receipt of proof of MWRA's Board approval of the Emergency Supply Agreement for January 2, 2013 to July 2, 2014.

The MWRA Advisory Board approved the Emergency Water Supply Agreement at its November 21, 2013 meeting subject to the following conditions:

- Hudson is allowed to activate a second emergency water supply connection to the MWRA Waterworks system, via the City of Marlborough, for a six-month period, with a start date in January 2014 through July 3, 2014; and
- Hudson will abide by the rules stipulated under MWRA Emergency Water Supply Withdrawals Policy (OP.05), including payment of a 10% premium charge of MWRA's prevailing rate plus 110% of the annual payment associated with the asset value contribution payment (entrance fee equivalent) amortized with interest over 15 years.

Emergency Water Supply Approval Criteria (Policy OP.05)

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

- *There must be no negative impact on MWRA system and member communities.* Hudson's withdrawal would have no negative impact on MWRA's system. Water will continue to be supplied via Marlborough's connection to MWRA, which is not constrained.

- *A long-term plan to remedy supply deficiencies must be developed.* As noted above, the Town has developed a long-term corrective action plan that includes the design and construction of transmission mains for both the Cranberry Bog Well and Kane Well and instrumentation and process modifications to its existing Chestnut Street Greensand Filtration Plant so that the water pumped from Kane Well and Cranberry Bog Well can be treated to address water quality concerns. Hudson's Administrative Consent Order with DEP includes a series of milestones for development of bid specifications, permitting, and construction. Hudson has met its milestones to date, including the construction of a transmission main from Kane Well to the Chestnut Filtration Plant, the ongoing design of a transmission main from Cranberry Bog to the treatment plant, and the piloting of treatment modifications. Hudson has indicated that there is no need at the present time to join MWRA, as the Town is actively addressing its water quality issues and is also expecting a decline in water demand in 2014, with the imminent closing of the largest manufacturing plant in Hudson.
- *DEP must declare that an emergency exists.* In this instance, DEP did not issue a Declaration of Emergency, but instead amended an existing Administrative Consent Order to refer to the emergency purchase of water. In the Consent Order, MassDEP acknowledges Marlborough's purchase of a portion of its water from MWRA and Hudson's "... purchase from Marlborough as an emergency source for the duration of the ACO..." The Administrative Consent Order also indicates that for the duration of the Consent Order, Hudson is provided temporary relief from the requirements of the Interbasin Transfer Act. The Administrative Consent Order between DEP and Hudson is included as an Attachment to MWRA's Emergency Agreement with Hudson.
- *The applicant community does not use MWRA water supply as a chronic emergency back-up supply without equitable contribution for the fair asset value of the MWRA waterworks system.* The proposed Emergency Water Supply Agreement covers the period January 3, 2014 to July 2, 2014. Should Hudson desire emergency withdrawals beyond the six-month period indicated in the Agreement, approvals from the Advisory Board and the Board of Directors will be required for any subsequent six-month Emergency Water Supply Agreement. Terms of the second emergency water supply agreement include a provision that MWRA will bill Hudson for a net asset value payment equal to 110% of 1/3 of the annual payment associated with the asset value contribution amortized with interest over 15 years.

Pursuant to OP.05, a community requesting an emergency water supply withdrawal must also submit a detailed description of water conservation and water accountability programs undertaken. Hudson maintained a water ban through September 2013, performed both leak surveys and repairs, and maintains an ongoing program of public education and distribution of water-saving devices, thus fulfilling its water conservation and water accountability requirements.

Contents of Emergency Water Supply Agreement

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

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

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

BUDGET/FISCAL IMPACT:

Pursuant to OP.05, water taken for the second emergency withdrawals is charged at the prevailing rate plus a 10% premium charge on that rate plus 110% of 1/3 of the annual payment associated with the asset value contribution payment amortized with interest over 15 years.

MWRA will review monthly use information to determine and assess the surcharge amounts. For the past five months, Hudson has provided timely reports on its water supply withdrawals from MWRA. For the July-November 2013 period, Hudson withdrew approximately 75 million gallons from MWRA. Water sold to Hudson from July-November 2013 assessed at the prevailing rate results in approximately \$235,000 in water revenue; the 10% surcharge for July-November water withdrawals results in approximately \$23,500 in additional revenue. If Hudson's withdrawals average 0.5 mgd for the July-December period, and similarly average 0.5 mgd for the next six-month emergency withdrawal period, the table below provides an estimate of potential payments MWRA might receive from Hudson.

Withdrawal Period	Potential Withdrawal	Charges		
		Water Billed at Prevailing Rate	10% Surcharge	Asset Value Contribution
July-December 2013	90 mg	\$284,000	\$28,400	None for 1 st 6 mo.
Jan-June 2014	90 mg	\$284,000	\$28,400	\$40,829
Total 12 months	180 mg	\$568,000	\$56,800	\$40,829
Grand Total = \$665,629				

ATTACHMENTS:

Draft Emergency Water Supply Agreement
Copy of DEP Administrative Consent Order

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

Parties.

This Emergency Water Supply Agreement (“Agreement”) is entered into by and between the Massachusetts Water Resources Authority (“MWRA”), and the Town of Hudson (“Hudson”) hereinafter jointly referred to as the “Parties,” and documents the agreement and understanding of the Parties regarding the arrangement whereby MWRA will supply water to Hudson through an interconnection that Hudson has with Marlborough, an MWRA served water community and whereby Hudson will purchase a portion of its water supply from the MWRA through Marlborough on an as-needed, emergency basis for a period not exceeding six months ending on July 2, 2014.

Recitals.

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

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

AGREEMENT

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

1. Hudson will activate its emergency interconnection with Marlborough for a period up to six months ending on July 2, 2014 in accordance with the terms of this Agreement, subject to termination in accordance with numbered paragraph 11 below.
2. Hudson may take water from the emergency interconnection at an average rate of 0.5 million gallons per day over the six month period. Any increase beyond the stated limits on water use will require a revision to the Emergency Water Supply Agreement.
3. The transfer of water from the MWRA through Marlborough to Hudson shall not extend beyond a period of six months, unless Hudson submits an application for an additional emergency water supply withdrawal and the MWRA's Board of Directors and Advisory Board approve the additional emergency water supply withdrawal. In considering withdrawals beyond six months, the MWRA will consider Hudson's efforts to implement its long range corrective action plan and to comply with the DEP Administrative Consent Order.
4. During the six month term of this Agreement, Hudson shall institute and continue all practicable conservation measures including, but not limited to, a water conservation public education program; 100% metering; leak detection surveys and rehabilitation programs; conservation pricing for water services; and a local by-law governing outdoor water use with appropriate enforcement measures such as fines and water shutoff for non-compliance. Hudson shall actively administer and enforce such local by-law.
6. Hudson shall submit to MWRA a monthly report on water use, and the status of the emergency.
7. Hudson shall comply with all the conditions of any DEP Administrative Consent Order.
8. During the term of this Agreement, the MWRA shall bill Marlborough for both the total volume of water used by Hudson, as metered by Marlborough, and will bill Hudson directly for the 10% surcharge on prevailing rate mandated by the Policy. Marlborough shall bill Hudson for water used in accordance with the terms of the inter-municipal agreement between the parties. Hudson shall remit its payments to Marlborough for the total volume of water used in accordance with the terms of the inter-municipal agreement between the parties. Hudson will remit its payments for the 10% surcharge to MWRA directly.
9. MWRA shall bill Hudson directly for the net asset value payment as required by the Policy for this Emergency Water Supply Agreement Period 2 (January 3, 2014-July 2, 2014). The charge will be 110% of 1/3 of the annual payment associated with the asset value contribution payment (entrance fee equivalent) amortized with interest over 15 years.

10. The parties agree that the emergency withdrawal authorized under this Agreement is not appropriate for or intended to provide a permanent water supply to Hudson. Any request by Hudson for a permanent partial water supply from MWRA shall require full consideration of all alternatives, including effective water conservation and leak detection, and shall be subject to all approvals required under Section 8 (d) of Chapter 372 of the Acts of 1984, MWRA policies, and under applicable state law and regulations.
11. Any dispute arising between the MWRA and Hudson under the terms of this Agreement shall be resolved in accordance with the dispute resolution process set forth at 360 C.M.R. 1.00.
12. The term of this Agreement shall extend from January 3, 2014 to July 2, 2014. During the term, MWRA reserves the right to terminate this Agreement at any time due to unforeseen circumstances such as inadequate supply, insufficient hydraulic capacity and other conditions related to the safe supply of existing users and operational requirements of the MWRA's waterworks system.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on this _____ day of _____, 2013 by their duly authorized representatives.

MASSACHUSETTS WATER
RESOURCES AUTHORITY

By:

Frederick A. Laskey
Executive Director

TOWN OF HUDSON

By:

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

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

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

- A. Respondent currently obtains its water from five wells (Chestnut Street Wells #1, #2, and #3, Kane Well, and Cranberry Bog Well), and one surface water source, Gates Pond.
- B. Respondent has a Water Management Act withdrawal permit, #9P21414102 (“Permit”) that allows HWD to withdraw up to 0.95 million gallons per day (MGD) from Chestnut Street Wells #2 and #3.
- C. Respondent has a Water Management Act withdrawal registration, #21414102 (“Registration”) that allows HWD to withdraw up to 2.0 MGD from Chestnut Street Well #1, Kane Well, Cranberry Bog Well, and Gates Pond.
- D. On February 28, 2008, the Hudson Board of Health requested assistance from MassDEP with resolving discolored water complaints from HWD customers from the Sconset Village residential neighborhood.
- E. On April 4, 2008, MassDEP received a letter from Respondent attributing the cause of the discolored water to a high concentration of iron in the water from the Cranberry Bog Well and a high concentration of manganese in the water from the Kane Well. Respondent outlined corrective actions it would take in the fall of 2008 to resolve the discolored water issue which included taking the wells off-line, having them cleaned and redeveloped, flushing the water system, and monitoring iron and manganese levels while flushing.
- F. The secondary maximum contaminant level “SMCL” for iron is of 0.3 mg/L and 0.05 mg/L for manganese in accordance with 310 CMR 22:07D(1). Respondent reported to MassDEP iron concentrations from sampling conducted from the Cranberry Bog Well on January 8, 2008 of 1.3 mg/L and manganese levels of 0.12 mg/L. For the Kane Well, Respondent reported to MassDEP iron concentrations from sampling conducted on July 10, 2007 of 1.5 mg/L and manganese concentrations of 0.81 mg/L. Reporting sampling data from Respondent of both these wells for iron and manganese have shown concentrations in excess of the SMCL’s.

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

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

III. DISPOSITION AND ORDER

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

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

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

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

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

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

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

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

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

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

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

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

17. Force Majeure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[No Further Text Appears On This Page]

26. The undersigned certify that they are full authorized to enter into the terms and conditions of this Consent Order and to legally bind the party on whose behalf they are signing this Consent Order.

27. This Consent Order shall become effective on the date that it is executed by MassDEP.

**Consented To:
Town Of Hudson**

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

Date: _____


Federal Employer Identification No.: _____

**Issued By:
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

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

Date: _____

STAFF SUMMARY

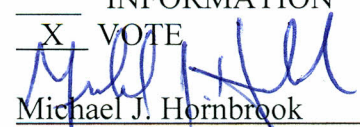
TO: Board of Directors
FROM: Frederick A. Laskey, Executive Director 
DATE: December 18, 2013
SUBJECT: Emergency Water Supply Agreement with the Town of Ashland

COMMITTEE: Water Policy & Oversight

Pamela Heidell, Policy and Planning Manager
Preparer/Title

 INFORMATION

 X VOTE


Michael J. Hornbrook
Chief Operating Officer

RECOMMENDATION:

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

DISCUSSION:

Overview

In late November 2013, the Town of Ashland informed MWRA that that its wells were not sufficient to meet demand due to lower-than-normal precipitation and low groundwater levels at the Town's wells and so requested an emergency water supply withdrawal from MWRA in accordance with MWRA Policy OP.05, *Emergency Water Supply Withdrawals*. MWRA water would be taken through an interconnection with the Town of Southborough at the Ashland/Southborough Town line. This is the second six-month emergency withdrawal period for Ashland; a prior six-month emergency withdrawal request was approved for the period December 2007 through May 2008.

Ashland relies on five wells in a well field (the Howe Street well field) adjacent to the Hopkinton State Reservoir. The reservoir elevation impacts the elevation of the groundwater in the well field. Currently, the elevation of the Hopkinton Reservoir is below normal and Ashland reported that due to the eight to ten inches reduction from normal precipitation levels this fall, the Town continues to have concerns about water levels. When reservoir levels drop, it affects the wells to the point that two of the five wells may "lock-out" as the groundwater drops below the pumps. Ashland has taken steps to curtail demand, including limiting the amount of water that Ashland supplies to Hopkinton via its Howe Street Treatment Plant, leak detection and repair, and active enforcement and implementation of a State of Water Supply Conservation in the Town.

Ashland has requested a maximum day withdrawal from MWRA of .75 mgd, and anticipates that average day withdrawals from MWRA, when MWRA water is required, will be approximately 200,000 gallons per day.

In accordance with OP.05, *Emergency Water Supply Withdrawals*, a second six-month emergency withdrawal period entails a premium charge of 10% of the prevailing rate, as well as a charge based on 110% of 1/3 of the annual payment associated with the asset value contribution amortized with interest over 15 years. The operational details and arrangements between Ashland and Southborough will be in place, and a current inter-municipal agreement between the Towns will govern terms for the sale.

The MWRA Advisory Board approved the Emergency Withdrawal at a Special Meeting on December 4, 2013, subject to the following conditions:

- Ashland is allowed to activate a second emergency water supply connection to MWRA's waterworks system, via the Town of Southborough, for a six-month period, with a start date on December 18, 2013; and
- Ashland will abide by the rules stipulated under MWRA's *Emergency Water Supply Withdrawals* Policy (Policy OP.05), including payment of a 10% premium charge of the MWRA's prevailing rate plus 110% of the annual payment associated with the asset value contribution payment (entrance fee equivalent) amortized with interest over 15 years.

Emergency Water Supply Approval Criteria (Policy OP.05)

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

- *There must be no negative impact on MWRA's system and member communities.* Ashland's withdrawal would have no negative impact on the MWRA system. Water would be supplied via Southborough, which has a connection to MWRA that is not constrained. Ashland and Southborough have conducted pump tests to ensure that Southborough may comfortably wheel MWRA water to Ashland via Southborough's distribution system.
- *A long-term plan to remedy supply deficiencies must be developed.* The Town is developing a plan to diversify its water sources. In August 2007, the Town submitted an Environmental Notification Form (ENF) for the construction of a dedicated 10,000 linear feet, 12-inch water main extension from a Town of Southborough pump station to a connection with the Town of Ashland's distribution system. The ENF was withdrawn, but Ashland continues to evaluate water supply options. Ashland has submitted a grant to the Department of Housing and Community Development's MassWorks Infrastructure Program for funding for the construction of a connection to MWRA. The Town also continues to evaluate local supply options.
- *DEP must declare that an emergency exists.* On November 27, 2013, DEP issued an Emergency Declaration (see copy attached). DEP's written Declaration will be included as an Attachment to MWRA's emergency agreement with Ashland. DEP's Emergency Declaration extends until May 27, 2014. Should Ashland desire MWRA water beyond May 27, the DEP Declaration will need to be extended.

- *The applicant community does not use MWRA water supply as a chronic emergency back-up supply without equitable contribution for the fair asset value of the MWRA waterworks system.* The proposed emergency water supply agreement covers the period December 18, 2013 to June 17, 2014. Should Ashland desire emergency withdrawals beyond the six-month period indicated in the Agreement, approvals from the Advisory Board and the Board of Directors will be required for any subsequent six-month Emergency Water Supply Agreement. Terms of the second emergency water supply agreement include a provision that MWRA will bill Ashland for a net asset value payment equal to 110% of 1/3 of the annual payment associated with the asset value contribution amortized with interest over 15 years.
- *The Community must submit a detailed description of water conservation and water accountability programs undertaken.* The Town is working on a number of conservation programs that include:
 - Leak detection;
 - Annual calibration of meters;
 - Ongoing implementation of a 15-year meter replacement program identifying older meters and developing a system for monitoring meter age;
 - Declaration of State of Water Supply Conservation. All outdoor water use has been banned since November 5, 2013;
 - Conservation Pricing, including an increasing rate structure and analysis of effectiveness and adjustments as necessary;
 - Public education; and
 - The availability of conservation kits for all residents

Contents of Emergency Water Supply Agreement

The Agreement limits water withdrawals to a maximum rate of .75 mgd. Pursuant to the Agreement, all withdrawals must be metered.

The Agreement also requires Ashland to adhere to all conditions and requirements contained in the DEP Declaration of Water Supply Emergency. Ashland is also required to submit to MWRA copies of any reports required to be submitted to DEP in compliance with the Declaration of Water Supply Emergency.

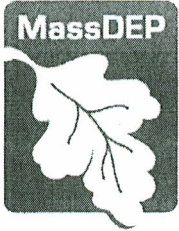
The Agreement reflects MWRA's charges for emergency withdrawals, including a premium charge added to the prevailing rate, as well as an asset value contribution, as noted and addressed further below.

BUDGET/FISCAL IMPACT:

Pursuant to OP.05, water taken for the second emergency withdrawals is charged at the prevailing rate plus a 10% premium charge on that rate plus 110% of 1/3 of the annual payment associated with the asset value contribution payment amortized with interest over 15 years. MWRA will review monthly use information to determine and assess the surcharge amounts. At this time, it cannot be projected how long low groundwater levels will persist and compromise Ashland's ability to use all three of its wells. Therefore, the amount of revenue MWRA will receive cannot be projected at this time.

ATTACHMENTS:

Copy of DEP Declaration of Water Supply Emergency
Draft Ashland Emergency Water Supply Agreement



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Northeast Regional Office • 205B Lowell Street, Wilmington MA 01887 • 978-694-3200

DEVAL L. PATRICK
Governor

RICHARD K. SULLIVAN JR.
Secretary

KENNETH L. KIMMELL
Commissioner

November 27, 2013

Anthony Schiavi, Town Manager
Town of Ashland
101 Main Street
Ashland, Massachusetts 01721

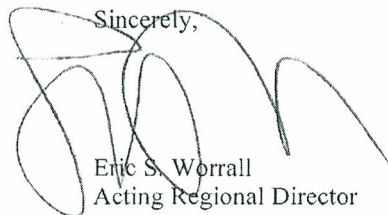
RE: Ashland
Ashland Water & Sewer Division
WMA Permit # 9P231401402
PWS ID # 3014000
Emergency Declaration
UAO-NE-13-F001

Dear Mr. Schiavi:

On November 25, 2013, the Town of Ashland (the Town) submitted a petition pursuant to M.G.L. c. 21G, § 15 requesting an Emergency Declaration under the provisions of the Water Management Act, M.G.L. c. 21G. The Town has cited to low groundwater levels in the Town's Howe Street wells as the basis for the petition for an Emergency Declaration and the need to activate emergency connections with surrounding towns on a temporary basis until the groundwater has recharged to a safe level. Attached is the Department of Environmental Protection (MassDEP), Declaration of State of Water Supply Emergency, UAO-NE-13-F001.

If you have any questions regarding this letter, please contact Melissa Privetera at (978) 694-3403.

Sincerely,



Eric S. Worrall
Acting Regional Director

CERTIFIED MAIL: 70112970000317991793

Y:\DWP Archive\NERO\Ashland-3014000-Enforcement-2013-11-27

cc: David Manugian, DPW Dir., Ashland Water & Sewer Div., 20 Ponderosa Rd., Ashland, MA 01721
Ashland Board of Health, 101 Main St. Ashland, MA 01721
MassDEP DWP/Boston Office
e-cc: Duane LeVangie, MassDEP/Boston Office
H. Zisch, MassDEP OGC-NERO

6. The Town has three active wells at Howe Street which draw from groundwater below Hopkinton Reservoir. Two of the wells have been previously locked due to a pre-existing low groundwater elevation.
7. According to information provided by the Town, the recent lack of rain preceding the date of issue of this Order have resulted in a low water level in Hopkinton Reservoir. As of November 25, 2013, the Town reported in its petition that the water elevation in the reservoir is 292 feet above sea level, approximately six (6) feet below the reservoir spillway elevation.
8. The water elevation in the reservoir impacts the elevation of groundwater in the Howe Street wellfield. Under present conditions, groundwater is only four to six feet above the well intake according to information provided to MassDEP by the Town.
9. Additionally, the Town has instituted a ban on all outdoor water use since November 5, 2013 in an effort to limit its water demand.
10. Pursuant to the Water Management Act, M.G.L. c.21G, § 15, MassDEP may declare a state of water emergency, if it finds that there exists or impends a water supply shortage of a dimension that endangers the public health, safety or welfare.
11. The Water Management Act, M.G.L. c.21G, § 15, authorizes any water system to petition MassDEP for a Declaration of a State of Water Supply Emergency if it finds that there exists or impends a water supply shortage of a dimension which endangers the public health, safety or welfare. In response to such a petition and pursuant to this statutory section, MassDEP may require the water supplier to submit for its review and approval a plan for restraining the use of water by whatever means it deems appropriate and feasible. The Declaration of a State of Water Supply Emergency shall be in effect for no more than six months in the aggregate in any twelve month period, unless MassDEP determines that a longer state of emergency is required to protect the public health.
12. Pursuant to the Water Management Act, M.G.L. c.21G, § 17, MassDEP may issue orders during a state of water emergency declared under M.G.L. c.21G, § 15 to, among other things, establish priorities for the distribution of any water or quantity of water use, to permit any person engaged in the operation of a water supply system to cease the distribution of water, to distribute water to certain users as specified by MassDEP, and to require the implementation of specific water conservation measures.

Determination and Order

13. For the reasons set forth above and pursuant to the Water Management Act, M.G.L. c.21G, § 15, MassDEP hereby determines that a water supply emergency exists or impends a water supply shortage of a dimension that endangers the public health, safety or welfare of the citizens of Ashland. Unless extended by MassDEP, this Emergency Declaration shall remain in effect until May 27, 2014.

14. By issuing this Emergency Declaration, MassDEP hereby grants the Town authority to obtain water from its emergency connection with Southborough, an MWRA community. The Town shall comply with the requirements of the MWRA governing emergency use of connections with an MWRA community.
15. The Town shall comply with all the remaining terms and conditions of its Water Withdrawal Permit # 9P231401402 that remain unchanged by this Order. On or before April 1, 2014, the Town shall submit a report documenting all actions taken by the Town to comply with its Water Withdrawal Permit.
16. The Town shall continue its restrictions on nonessential outside water use for the duration of this emergency declaration. At a minimum, these restrictions shall include restrictions requiring the use of hand held hoses only and limiting the hours for outdoor watering to exclude the hours between 9 a.m. through 5 p.m., when evapotranspiration is typically highest. Notwithstanding the foregoing, irrigation of public parks and recreational fields by means of automatic sprinklers equipped with moisture sensors or similar technology may also be permitted outside the hours of 9 a.m. through 5 p.m. For purposes of this Emergency Declaration, the term nonessential outside water use is defined to include those uses that do not have health or safety impacts, are not required by regulation, and are not needed to meet the core functions of a business or other organization. The Town shall have the authority to enforce these regulations through the assessment of penalties or the imposition of fines. The Town shall publish a notice in the local newspaper informing the public of these restrictions and submit a copy of the public notice to MassDEP within 10 days. On April 15, 2014, the Town shall reissue the public notice informing the consumers of the restrictions on nonessential outside water use and submit a copy to MassDEP within 10 days.
17. On or before May 1, 2014, the Town shall submit to MassDEP a report documenting all efforts taken by the Town to implement and enforce the restrictions on nonessential outside water use required herein including all actions taken by the Town to inform the public of the restrictions and to enforce the restrictions including the assessment of penalties or imposition of fines. The report shall describe water use trends over the period of the emergency and describe progress and the status of all other conservation programs being implemented by the Town. The Town shall submit copies of all materials and notices prepared to inform the public of the need to conserve water and comply with the restrictions on nonessential outside water use.
18. If the Town fails to comply with the provisions of this Declaration, MassDEP may assess a civil administrative penalty as provided in M.G.L. c.21A, § 16 and M.G.L. c.21G, § 14. MassDEP may also seek civil judicial penalties as provided in M.G.L. c.21G, sec. 14. Each day of continued violation shall constitute a separate offense. In addition, MassDEP may ask the Attorney General to bring an action in the superior court to compel compliance with this Declaration.

Appeal Rights

Respondent is hereby notified that it has a right to an adjudicatory hearing on this Order. Pursuant to M.G.L. c. 21G, § 12 and 310 CMR 36.40(1) and effective twenty-two days after the Order is received by the Respondent, Respondent shall be deemed to have waived its right to an adjudicatory hearing on this order unless Respondent files with MassDEP (i.e. MassDEP receives), a written notice of claim for an adjudicatory appeal that clearly and concisely states every point of fact and law Respondent intends to raise as grounds for the appeal, the relief sought, and any additional information required by applicable law. The request must be mailed to:

Commonwealth of Massachusetts
MassDEP-Office of Appeals and Dispute Resolution
One Winter Street
Boston, MA 02211

And a copy sent to:

Heidi M. Zisch, Counsel
MassDEP-Office of General Counsel
Northeast Regional Office
205B Lowell Street
Wilmington, MA 01887

The appeal must be accompanied by a valid check made payable to Commonwealth of Massachusetts in the amount of \$100.00 for the required filing fee. The filing fee must be mailed to:

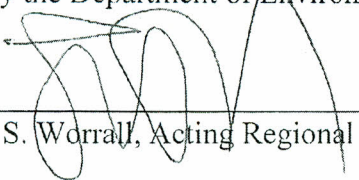
Commonwealth of Massachusetts
MassDEP-Office of Appeals and Dispute Resolution
P.O. Box 4062
Boston, MA 02211

The filing fee is not required if the appellant is a city, town, county, or district of the Commonwealth of Massachusetts or a municipal housing authority.

Failure to pay the filing fee as required is grounds for dismissal of the request for hearing.

Waiver of filing fee: Upon a showing of undue financial hardship, MassDEP may waive the adjudicatory hearing filing fee. A person who believes that payment of the \$100.00 filing fee would be an undue financial hardship must file, together with the request for adjudicatory hearing as provided above, an affidavit setting forth the facts the appellant believes constitute the undue financial hardship.

Issued by the Department of Environmental Protection this twenty-seventh day of November 2013.

By  _____
Eric S. Worrall, Acting Regional Director

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

Parties.

This Emergency Water Supply Agreement (“Agreement”) is entered into by and between the Massachusetts Water Resources Authority (“MWRA”), and the Town of Ashland (“Ashland”) hereinafter jointly referred to as the “Parties,” and documents the agreement and understanding of the Parties regarding the arrangement whereby MWRA will supply water to Ashland through an interconnection that Ashland has with Southborough, an MWRA served water community and whereby Ashland will purchase a portion of its water supply from the MWRA through Southborough on an as-needed, emergency basis for a period not exceeding six months ending on June 17, 2014.

Recitals.

- R.1. The MWRA was created by the Massachusetts legislature in December, 1984 to operate, regulate, finance, and modernize the waterworks and sewerage systems servicing the greater metropolitan Boston area. Operating pursuant to the terms of Section 8(d) of its Enabling Act, chapter 372 of the Acts of 1984 (the “Act”), and pursuant to the Policies and Procedures for Emergency Water Supply Connections of its Board of Directors, the MWRA may enter into arrangements to provide emergency supplies of water to any local body of the Commonwealth, provided certain conditions are met.
- R.2. Ashland is a duly constituted municipal corporation of the Commonwealth of Massachusetts (“Commonwealth”).
- R.3. Southborough is supplied by the MWRA and Ashland has an emergency interconnection through Southborough to the MWRA water supply system.
- R.4. Ashland relies on three wells in a well field (the Howe Street well field) adjacent to the Hopkinton State Reservoir. The reservoir elevation impacts the elevation of the groundwater in the well field. The elevation of Hopkinton Reservoir has dropped significantly below normal and has adversely affected Ashland’s wells and ability to meet water demands.
- R.5. On November 27, 2013 The Town of Ashland, in a letter to MWRA, notified MWRA that the due to lower than normal precipitation and low groundwater levels at the Town’s wells, it had concerns about water levels and an emergency connection would give the Town the tools it needed to ensure a safe and adequate supply.

- R.6 On November 27, 2013, the MA Department of Environmental Protection (MassDEP) issued a Declaration of Water Supply Emergency to Ashland, to remain in effect until June 1, 2014. The Declaration of Water Supply Emergency is included as Attachment A to this Agreement.
- R.7 From December 12, 2007 to June 05, 2008, an Emergency Water Supply Agreement between MWRA and the Town of Ashland was in effect. This was the first six-month emergency withdrawal period for Ashland. Ashland's November 27, 2013 request to MWRA for an emergency water supply withdrawal constitutes the second six-month emergency withdrawal period.
- R.8. On October 11, 2006, the MWRA's Board of Directors adopted a revised Policy for Emergency Water Supply Withdrawals, OP#.05 (the "Policy") which includes criteria and a process for approving requests for emergency withdrawals.
- R.9. Ashland has applied to the MWRA to use emergency interconnections to the MWRA system through Southborough to supplement Ashland's local water supply sources on an as-needed basis.
- R.10. The MWRA has determined that it can supply Ashland with an emergency water supply for a period not exceeding six months under this Agreement without jeopardizing its ability to supply its member communities and without exceeding the safe yield of its water supply system.
- R.11. Ashland must comply with all applicable legal and regulatory requirements.
- R.12. Pursuant to MWRA Policy, this Agreement is considered an Emergency Water Supply Agreement Period Two, since a previous Emergency Water Supply Agreement was in effect between December 12, 2007 and June 5, 2008.

AGREEMENT

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

1. Ashland will activate its emergency interconnection with Southborough for a period up to six months ending on June 17, 2014 in accordance with the terms of this Agreement, subject to termination in accordance with numbered paragraph 11 below.
2. Ashland may take water from the emergency interconnection at a maximum rate of 1.0 million gallons per day over the six month period. Any increase beyond the stated limit on water use will require a revision to the Emergency Water Supply Agreement.
3. The transfer of water from the MWRA through Southborough to Ashland shall not extend beyond a period of six months, unless Ashland submits an application for an additional emergency water supply withdrawal and the MWRA's Board of Directors and Advisory Board approve the additional emergency water supply withdrawal. Any

withdrawals beyond June 1, 2014 will also require an extension of DEP's Water Supply Emergency Declaration. In considering withdrawals beyond six months, the MWRA will consider Ashland's efforts to reduce consumption, to implement its long range plans and comply with DEP orders, and to implement a water conservation program and water supply protection measures.

4. During the six month term of this Agreement, Ashland shall institute and continue all practicable conservation measures including, but not limited to, a water conservation public education program; 100% metering; leak detection surveys and rehabilitation programs; conservation pricing for water services; and a local by-law governing outdoor water use with appropriate enforcement measures such as fines and water shut-off for non-compliance. Ashland shall actively administer and enforce such local by-law.
6. Ashland shall submit to MWRA a monthly report on water use, and the status of the emergency.
7. Ashland shall comply with all the conditions of any DEP Declaration of Water Supply Emergency. In addition, Ashland shall submit copies to MWRA of any reports required to be submitted to DEP in compliance with the Declaration of Water Supply Emergency.
8. During the term of this Agreement, the MWRA shall bill Southborough for both the total volume of water used by Ashland, as metered by Southborough, and will bill Ashland directly for the 10% surcharge on prevailing rate mandated by the Policy. Southborough shall bill Ashland for water used in accordance with the terms of the inter-municipal agreement between the parties. Ashland shall remit its payments to Southborough for the total volume of water used in accordance with the terms of the inter-municipal agreement between the parties. Ashland will remit its payments for the 10% surcharge to MWRA directly.
9. MWRA shall bill Ashland directly for the net asset value payment as required by the Policy for this Emergency Water Supply Agreement Period 2 (December 18, 2013-June 17, 2014). The charge will be 110% of 1/3 of the annual payment associated with the asset value contribution payment (entrance fee equivalent) amortized with interest over 15 years.
10. The parties agree that the emergency withdrawal authorized under this Agreement is not appropriate for or intended to provide a permanent water supply to Ashland. Any request by Ashland for a permanent partial water supply from MWRA shall require full consideration of all alternatives, including effective water conservation and leak detection, and shall be subject to all approvals required under Section 8 (d) of Chapter 372 of the Acts of 1984, MWRA policies, and under applicable state law and regulations.
10. Any dispute arising between the MWRA and Ashland under the terms of this Agreement shall be resolved in accordance with the dispute resolution process set forth at 360 C.M.R. 1.00.

11. The term of this Agreement shall extend from December 18, 2013 to June 17, 2014. During the term, MWRA reserves the right to terminate this Agreement at any time due to unforeseen circumstances such as inadequate supply, insufficient hydraulic capacity and other conditions related to the safe supply of existing users and operational requirements of the MWRA's waterworks system.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on this _____ day of _____, 2013 by their duly authorized representatives.

MASSACHUSETTS WATER
RESOURCES AUTHORITY

By:

Frederick A. Laskey
Executive Director

TOWN OF ASHLAND

By:

Anthony Schiavi
Town Manager



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

PERSONNEL & COMPENSATION COMMITTEE MEETING

Chair: K. Cotter
Vice-Chair: J. Wolowicz
Committee Members:

J. Barrera
J. Carroll
P. Flanagan
J. Foti
A. Pappastergion
H. Vitale
J. Walsh

to be held on

Wednesday, December 18, 2013

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

Time: Immediately following Water Comm.

A. Approvals

1. PCR Amendments – December 2013
2. Extension of Employment Contract, Senior Laboratory Technician, Department of Laboratory Services, Deer Island

MASSACHUSETTS WATER RESOURCES AUTHORITY

Meeting of the
Personnel and Compensation Committee

November 13, 2013

A meeting of the Personnel and Compensation Committee was held on November 13, 2013 at the Authority headquarters in Charlestown. Vice-Chairman Cotter presided. Present from the Board were Messrs. Barrera, Carroll, Flanagan, Foti, Pappastergion, Vitale and Walsh. Among those present from the Authority staff were Fred Laskey, Steve Remsberg, and Bonnie Hale. The meeting was called to order at 12:05 p.m.

Approvals

*Appointment of Senior Program Manager, Engineering and Construction


The Committee recommended approval of the appointment of William G. Sullivan to the above position (ref. agenda item A.1).

The meeting adjourned at 12:07 p.m.

* Approved as recommended at November 13, 2013 Board of Directors meeting.

STAFF SUMMARY

TO: Board of Directors
FROM: Frederick A. Laskey, Executive Director
DATE: December 18, 2013
SUBJECT: December PCR Amendments



COMMITTEE: Personnel and Compensation

 INFORMATION

 X VOTE

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


Rachel C. Madden
Director, Administration & Finance

RECOMMENDATION:

To approve the amendments to the Position Control Register (PCR) included in the attached chart¹.

DISCUSSION:

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

These amendments include:

1. Title and grade change to two filled positions (Payroll Administrative Assistant to Payroll Coordinator) in the Payroll Unit, A & F Division as a result of a union agreement.
2. Title and grade change to a filled position (Payroll Administrative Assistant to Sr. Payroll Coordinator) in the Payroll Unit, A & F Division as a result of a union agreement.
3. Title change to a vacant position (Assistant Manager, Contract Administration to Administrative Manager) in the Operations Administration Unit, Operations Division in order to address staffing needs.
4. Title change to a vacant position (Database Analyst/Programmer to Systems Analyst/Programmer III) in the MIS Department, A & F Division to address current information technology needs.

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

Four amendments require approval by the Personnel and Compensation Committee. One amendment requires approval by the Board after review by Personnel and Compensation Committee.

BUDGET/FISCAL IMPACT:

The annualized budget impact of these PCR amendments will result in savings of approximately \$2,416.

ATTACHMENTS:

New/Old Job Descriptions

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

PCR AMENDMENTS REQUIRING PERSONNEL & COMPENSATION COMMITTEE APPROVAL - December 18, 2013

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
P3	Administration & Finance Controller 4310019	F	T,G	Payroll Administrative Assistant	1	18	Payroll Coordinator	1	19	\$61,460	\$64,831 - \$64,831	\$3,371 - \$3,371	Union Settlement
P4	Administration & Finance Controller 4310024	F	T,G	Payroll Administrative Assistant	1	18	Payroll Coordinator	1	19	\$61,460	\$64,831 - \$64,831	\$3,371 - \$3,371	Union Settlement
P5	Operations Operations Administration 5210008	V	T, G	Assistant Manager, Contract Administration	6	11	Administrative Manager	6	9	\$89,691	\$74,040 - \$74,040	-\$15,651 - -\$15,651	To meet the staffing needs of the Construction Administration Unit.
P6	Administration & Finance MIS 8610010	V	T	Database Analyst/ Programmer	6	11	Systems Analyst Programmer III	6	11	N/A	N/A - N/A	\$0 - \$0	To meet the information technology needs of the department
PERSONNEL & COMP COMMITTEE TOTAL=					4		TOTAL					-\$8,909 - -\$8,909	

PCR AMENDMENTS REQUIRING BOARD APPROVAL - December, 2013

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
B6	Administration & Finance Controller 4310026	F	T,G	Payroll Administrative Assistant	1	18	Sr. Payroll Coordinator	1	20	\$61,460	\$67,953 - \$67,953	\$6,493 - \$6,493	Union Settlement
BOARD TOTAL =					1		SUBTOTAL:					\$6,493 - \$6,493	
GRAND TOTAL =					5		TOTAL ESTIMATED COSTS:					-\$2,416 - -\$2,416	

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

OLD

**MWRA
POSITION DESCRIPTION**

POSITION: Payroll Administrative Assistant

PCR#:

DIVISION: Finance

DEPARTMENT: Controller

BASIC PURPOSE:

Provides administrative support to Payroll Department for processing payroll transactions in accordance with MWRA policies and procedures.

SUPERVISION RECEIVED:

Works under the general supervision of the Payroll Administrator, Operations.

SUPERVISION EXERCISED:

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Oversees timekeeping and payroll processing and audits data for compliance and accuracy.
- Maintains payroll personnel records.
- Acts as the on-site Payroll/HR contact and answers employee payroll and benefit questions.
- Assists in the dissemination and implementation of administrative policies and procedures.
- Handles all routine administrative functions including but not limited to answering telephones, recording internal and external messages, and opening and sorting the mail.
- Prepares letters, memos, reports, correspondence and performs other clerical duties including basic bookkeeping and maintaining files.

- Assists with the preparation, compilation, collation and disbursement of various reports, projects, etc as requested.

SECONDARY DUTIES:

- Performs related duties as required.

MINIMUM QUALIFICATIONS:

- (A) A two (2) year degree in Accounting, Business Administration or a related field preferred: and
- (B) Understanding of a variety of administrative functions as acquired through three(3) to five(5) years experience in payroll and office administration. One (1) year experience in a supervisory position is preferred: or
- (C) Any equivalent combination of education or experience.

Necessary Knowledge, Skills and Abilities:

- (A) Proficiency in Microsoft Word and Excel required.
- (B) Ability to successfully type 30 WPM.
- (C) Excellent communication and interpersonal skills are required.

SPECIAL REQUIREMENTS:

None

TOOLS AND EQUIPMENT USED:

Office equipment as normally associated with the use of telephone, personal computers including word processing and other software, copy 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 essential duties.

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

The employee must frequently lift and/or move up to 5 pounds and occasionally lift and/or move more than 10 pounds. Specific vision abilities required by this job include close vision, and the ability to adjust focus.

WORK ENVIRONMENT;

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

While performing the duties of this job, the employee works in an office environment where the noise level is low and moderately quiet.

March 2010

MWRA
POSITION DESCRIPTION

NEW

POSITION: Payroll Coordinator

PCR#:

DIVISION: Finance

DEPARTMENT: Controller

BASIC PURPOSE:

Provides administrative support to Payroll Department for processing payroll transactions in accordance with MWRA policies and procedures.

SUPERVISION RECEIVED:

Works under the general supervision of the Deputy Payroll Manager.

SUPERVISION EXERCISED:

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Oversees timekeeping and payroll processing and audits data for compliance and accuracy.
- Maintains payroll personnel records.
- Acts as the on-site Payroll/HR contact and answers employee payroll and benefit questions.
- Assists in the dissemination and implementation of administrative policies and procedures.
- Handles all routine administrative functions including but not limited to answering telephones, recording internal and external messages, and opening and sorting the mail.

- Prepares letters, memos, reports, correspondence and performs other clerical duties including basic bookkeeping and maintaining files.
- Assists with the preparation, compilation, collation and disbursement of various reports, projects, etc as requested.

SECONDARY DUTIES:

- Performs related duties as required.

MINIMUM QUALIFICATIONS:

- (A) A two (2) year degree in Accounting, Business Administration or a related field preferred: and
- (B) Understanding of a variety of administrative functions as acquired through three(3) to five(5) years experience in payroll and office administration. One (1) year experience in a supervisory position is preferred: or
- (C) Any equivalent combination of education or experience.

Necessary Knowledge, Skills and Abilities:

- (A) Proficiency in Microsoft Word and Excel required.
- (B) Ability to successfully type 30 WPM.
- (C) Excellent communication and interpersonal skills are required.

SPECIAL REQUIREMENTS:

None

TOOLS AND EQUIPMENT USED:

Office equipment as normally associated with the use of telephone, personal computers including word processing and other software, copy 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 essential duties.

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

The employee must frequently lift and/or move up to 5 pounds and occasionally lift and/or move more than 10 pounds. Specific vision abilities required by this job include close vision, and the ability to adjust focus.

WORK ENVIRONMENT;

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

While performing the duties of this job, the employee works in an office environment where the noise level is low and moderately quiet.

November 2013



MWRA
POSITION DESCRIPTION

POSITION: Assistant Manager, Contract Administration
PCR#: 5210008
DIVISION: Sewerage
DEPARTMENT: Director's Office

BASIC PURPOSE:

Assists the Manager of Contract Administration in the oversight and management of all administrative aspects of the division's construction, professional and non-professional services contracts. Develops, implements and oversees administrative policies and procedures to ensure divisional compliance with Authority policies as well as applicable federal and state laws. Oversees the administration budget of almost \$500 million in CIP and CEB contracts.

SUPERVISION RECEIVED:

Works under the general supervision of the Manager of Contract Administration.

SUPERVISION EXERCISED:

Exercises close supervision of a staff of eight (8).

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Develops policies and procedures for the procurement, tracking, administration and management of professional, design and construction contracts.
- Directs the development of automated data systems for contract and procurement tracking logs, contract reporting and change order management.
- Negotiates professional service consultant contracts in administrative areas.
- Manages staff who review contract amendments and change orders and participates in the closeout and final payment of contracts.

- Assists in the defense of contract claims and in dispute resolution procedures.
- Conducts performance audits of divisional consultant and contractors as required.
- Directs the administrative oversight of the Authority's \$25 million Infiltration/Inflow Local Assistance Grant/Loan Program for user communities.
- Directs division's accounts payable function for all CIP invoices.
- Assists division managers with all stages of contract development
- Reviews provisions, consults with appropriate MWRA staff in other divisions and ensures compliance in legal, financial and affirmative action areas.
- Represents the division, as delegated, on various committees related to administrative issues (i.e., Authority-wide Business Procedures Review Committee and Direct Labor Hourly Rate Cap Committee).
- Advises Deputy Director of the division on complex, sole-source or critical needs procurement.
- Advises senior management on procurement/contract related matters.
- Conducts employee performance reviews in accordance with MWRA policies.

SECONDARY DUTIES:

- Performs related duties as required.

MINIMUM QUALIFICATIONS:

Education and Experience:

- (A) Administrative and analytical skills and knowledge of business and management procedures as normally attained through a four (4) year college program in business administration or related field. An advanced degree preferred; and
- (B) Knowledge of procurement, contract management/administration processes and management and administrative systems as acquired through four (4) to seven (7) years of contract administration or management experience, preferably in a public sector environment; or

(C) Any equivalent combination of education or experience.

Necessary Knowledge, Skills and Abilities:

(A) Knowledge of and experience with Massachusetts construction regulations, MGL Chapters 149 & 30.

(B) Knowledge of and experience with personal computers and software applications such as MS Word and Excel.

(C) Excellent interpersonal, written and oral communication skills.

SPECIAL REQUIREMENTS:

None.

TOOLS AND EQUIPMENT USED:

Office machines including: multiple-line telephone, personal computer, including word processing and other software, photocopier, 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 duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, including office equipment, or controls and reach with hands and arms. The employee frequently is required to sit and talk or hear. The employee is occasionally required to stand and walk.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, and the ability to adjust.

WORK ENVIRONMENT:

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

The employee regularly works in an office environment. The noise level in the work environment is moderately quiet in office settings.

August, 1999

NEW

MWRA
POSITION DESCRIPTION

POSITION: Administrative Manager

PCR#:

DIVISION: Operations, Administration and Finance

DEPARTMENT: Environmental Quality, Technical Services/DI, Directors
Office/DI, Human Resources, Engineering and Construction

BASIC PURPOSE:

Manages all financial and administrative processes including budget and financial analysis and planning, contract administration, accounting, accounts payables, procurement, personnel, and payroll. Assists with development, production, and distribution of documents and publications. Coordinates specific department programs. Provides a range of possible duties, but will not necessarily perform all the duties listed below.

SUPERVISION RECEIVED:

Works under the general supervision of the departmental Director, Manager, Program Manager, Project Manager or Manager, Contract Administration.

SUPERVISION EXERCISED:

Exercises supervision over administrative support personnel in the department on projects and processes.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Manages the preparation of annual budgets (CEB and CIP) and APPOs. Provides information and assistance to the section managers in budget preparation and trains managers in new policies and procedures.
- Coordinates the activities of administrative support personnel in the performance of a range of department and division wide tasks. Such coordination includes technical support, coaching and training. Provides coordination of support staff that includes prioritizing work assignment and coordinating the assignment of support staff to special projects, as appropriate.

- Assists in the management of the contract administration process for major contracts. Duties include tracking data, analyzing costs, developing systems, reviewing invoices, preparing and tracking accruals, coordinating with the Procurement department, providing assistance on processing amendments and change orders and issuing status reports.
- Manages accounting processes for department including accounts payable, reporting and accruals.
- Manages personnel and payroll function for department with projected staffing of employees. Duties include overseeing PMRS and hiring processes, personnel tracking, payroll administration and implementation of union contract provisions.
- Generates or oversees production of administrative reports required by MWRA divisions, external agencies and the Advisory Board.
- Manages the production of reports and public relations documents. Duties may include technical writing or graphics preparation.
- Coordinates the Sick Leave Oversight Program. Serves as liaison between Human Resources and Operations in regards to sick leave. Prepares and distributes sick leave usage reports for Operations Managers. Reviews completed sick leave reports prepared by Operations Managers. Works in close coordination with Human Resources to monitor the use of sick time by employees on documentation requirements (e.g., determining whether the employee provided satisfactory medical documentation, and coordinating any necessary follow-up).
- Audits written time submissions from operational staff assigned to all shifts in order to ensure that staff are applying time appropriate to use such as leave time, meal breaks, compensatory time, overtime and stand-by.

SECONDARY DUTIES:

- Performs related duties as required.

MINIMUM QUALIFICATIONS:

Education and Experience:

- (A) A four (4) year college program in accounting, business administration, public administration or related field; and
- (B) Understanding of budget, personnel, procurement, accounting, contract, permits or grant administration principles and other administrative areas as acquired by five (5) to seven (7) years in finance and administration of which a minimum of one (1) year must be in a

supervisory capacity; or

- (C) Any equivalent combination of education and experience.

Necessary Knowledge, Skills and Abilities:

- (A) Familiarity with the use of computerized information systems is required.
- (B) Proficient in MS Office Suite including Word, and Excel required.
- (C) Experience in Public Sector recommended.
- (D) In depth knowledge of the Chapter 30 and Chapter 149 State Bidding Laws as well as extensive knowledge of MWRA procurement with respect to administration such as Service Supply, Professional, Non-Professional and Construction contracts required for position at Deer Island.
- (E) Excellent interpersonal, verbal and written communications skills required.

SPECIAL REQUIREMENTS:

None.

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, tools or controls and reach with hands and arms. The employee frequently is required to sit and talk or hear. The employee is occasionally required to walk; stand; climb or balance; stoop, kneel, crouch, or crawl; taste or smell.

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

WORK ENVIRONMENT:

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

While performing the duties of this job, the employee regularly works in an office environment. The noise level in the work environment is moderately quiet.

November 2013

MWRA
POSITION DESCRIPTION

OLD

JOB TITLE: Database Analyst Programmer

DEPARTMENT: MIS

DIVISION: Administration & Finance

BASIC PURPOSE:

Primary technical lead in support of assigned applications including, senior level programming, systems project management, application maintenance and database integrity. Defines and develops new functionality, database structures, application interfaces and the critically shared data elements through a comprehensive understanding of the MWRA's business functions.

SUPERVISION RECEIVED:

Works under the general supervision of the Data Resources Manager.

SUPERVISION EXERCISED:

Exercises close supervision of assigned project staff and technical resources.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assures the quality and integrity of the production version of assigned applications in compliance with SDM and Change Control Procedures.
- Manages new release and maintenance support activities provided by the assigned applications vendor.
- Identifies new business functions and defines information technology solutions to address the new functions.
- Defines the logical and physical organization of assigned application related data which support targeted business functions.
- Develops database definition and program code required to implement new modules, reports, and interfaces with other systems.

- Coordinates and executes quality assurance and system acceptance procedures.
- Validates the content of data structures for data security and data accuracy.
- Manages assigned technical staff resources and combined user and MIS implementation task forces.
- Analyzes and specifies the operational requirements of assigned applications.
- Participates in the identification and evaluation of the storage medium organization techniques and access methods.

SECONDARY DUTIES:

Performs related duties as required.

DESIRED MINIMUM QUALIFICATIONS:

- (A) A four (4) year college program in computer science or related field. Advance degree preferred.
- (B) Six (6) to eight (8) years of experience with assigned systems and/or environmental software, preferably with vendor supplied packages. Expertise in minicomputer/server application and database programming.
- (C) Any equivalent combination of education and/or experience.

Necessary Knowledge, Skills and Abilities:

- (A) Knowledge of information system design and programming.
- (B) Proficiency with the following required: 3rd and 4th generation languages, Oracle Discover, Crystal Reports, Oracle DBMS, and SQL.
- (C) Proficiency with several of the following preferred: Pretreatment Information Management Systems (IPS), Black and Veatch Legacy PIMS, Beckman Lab Manager, LabWare LIMS, SAMS, Crystal Enterprise XI and GIS. Experience in SQL Server, J2EE, ASP.NET, and Power Builder development methodology is preferred .
- (D) Demonstrated experience in project management techniques and the ability to establish

effective relationships with users.

SPECIAL REQUIREMENTS:

None

TOOLS AND EQUIPMENT USED:

Office equipment as normally associated with the use of telephone, personal computers including word processing and other software, copy 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 essential functions.

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

The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision and color vision, and the ability to adjust focus.

WORK ENVIRONMENT:

The work 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 various field settings and in an office environment.

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

June 2008

NEW

**MWRA
POSITION DESCRIPTION**

POSITION: Systems Analyst/Programmer III

PCR#:

DIVISION: Administration & Finance

DEPARTMENT: Management Information System (MIS)

BASIC PURPOSE:

This position is responsible for analyzing, designing, developing, testing, implementing and maintaining, software applications. This position is also responsible for the post implementation support including incident, performance, capacity, continuity and problem management activities. The Systems Analyst/Programmer III is responsible for the preparation, and maintenance of system documentation to be used by the IT staff and user community.

The Systems Analyst/Programmer III also serves as a team lead for assigned projects, maintains and upgrades project plans and schedules and ensures IT testing is scheduled and documented

SUPERVISION RECEIVED:

Works under the general supervision of the group supervisor. On specific IT projects may be supervised by a team lead or project manager.

SUPERVISION EXERCISED:

Exercises supervision of assigned vendor resources and IT project team.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Application Development

- Reviews application design prior to buy or build decision to ensure service levels can be met and recommend any performance enhancements prior to implementation.
- Codes, configures, implements, maintains and supports, new and upgrades to software applications (in-house and third party software) and interfaces to ensure processes and functionality of the applications comply with the organization's requirements, processes and standards.

- Develops and maintains technical documentation for applications as follows:
 - Design Model - Description of the system design. Comprised of a variety of work products, potentially including a deployment model, an object model, a physical data model (PDM), a security threat model, a system overview document, and a user interface model.
 - Source Code – The program code for the system.
 - Regression Test Suite - Collection of test cases, and the code to run them in the appropriate order. The regression test suite will include a wide range of tests, including acceptance tests, unit tests, system tests, etc.
 - Installation Scripts - Code for installing the system into pre- and post-production environments.
 - Release Notes - Summarize the things to know pertaining to the current release of the system.
 - Operations Procedure - Procedures and supporting information to operate the system once it is in production including continuity and disaster recovery procedures.
 - Support Reference- Used by support staff, such as trouble shooting guides, contact information for the development team, which enables them to support end users
- Responsible for developing a release package for all systems changes when transitioning to the production environments.

Post Implementation Support

- Supports the resolution of incidents and problems with software application functionality.
- Researches and corrects problems with the system applications code during production processing in an efficient and timely manner ensuring system recovery and integrity.
- Is available to execute and carry out IT Continuity and Disaster Recovery Plans
- Is a Technical Member of the Change Advisory Board (CAB) as needed.
- Serves as team lead for assigned projects and updates/maintains project plans and schedules as required.

Mentoring & Professionalism

- Maintains professional interaction with the application development staff, user and extended IT community (i.e. project teams) to ensure adequate system functionality, promote team participation and encourage user confidence in the Application Development Staff's quality of service.

- Provides assistance to Systems Analysts/Programmer I and II personnel ensuring that all technical design work, coding and testing are done in a manner that meets or exceeds design and testing requirements and standards.

SECONDARY DUTIES:

- Performs related duties as required.

MINIMUM QUALIFICATIONS:

Education and Experience:

- (A) A four (4) year college program in management science, engineering management, computer science or related fields; and
- (B) Five (5) to seven (7) years experience supporting enterprise wide applications as well as tier two applications.
- (C) Any equivalent combination of education or experience.

Necessary Knowledge, Skills and Abilities:

- (A) Extensive knowledge of programming languages, troubleshooting techniques, database structures, triggers and procedures, application server platforms, middleware and operating systems.
- (B) Knowledge of the following is desirable: MS .Net, J2EE, Crystal Reporting, ORACLE 11i, SQL Server and PL/SQL.

SPECIAL REQUIREMENTS:

- Information Technology Infrastructure Library (ITIL) Foundation Certification is required or the ability to obtain within 6 months.
- Formal training or certification in programming methodologies and System Development Life Cycle methodologies

TOOLS AND EQUIPMENT USED:

Office equipment as normally associated with the use of telephone, personal computers including word processing and other software, copy 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 essential functions.

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

The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision and color vision, and the ability to adjust focus.

WORK ENVIRONMENT:

The work 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 various field settings and in an office environment. The employee regularly works near moving mechanical parts, and is occasionally exposed to risk of vibration.

The noise level in the work environment is very loud in field settings, moderately loud at other work locations and moderately quiet at office settings.

October 2013

MWRA
POSITION DESCRIPTION

NEW

POSITION: Sr. Payroll Coordinator

PCR#:

DIVISION: Administration and Finance

DEPARTMENT: Controller

BASIC PURPOSE:

Provides coordination and support to Payroll Department for processing payroll transactions in accordance with MWRA policies and procedures. Provides task-specific guidance and instruction to Payroll Coordinators as needed.

SUPERVISION RECEIVED:

Works under the general supervision of the Deputy Payroll Manager.

SUPERVISION EXERCISED:

Assigns payroll tasks to Payroll Coordinators as needed.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assigns payroll tasks to Payroll Coordinators to include data entry of manual timesheets, review of electronic timesheets and effecting corrections to submitted timesheets.
- Oversees timekeeping and payroll processing and audits data for compliance and accuracy.
- Maintains payroll personnel records.
- Acts as the on-site Payroll/HR contact and answers employee payroll and benefit questions.
- Assists in the dissemination and implementation of administrative policies and procedures.
- Handles all routine office functions including but not limited to answering telephones, recording internal and external messages, and opening and sorting the mail.

- Prepares letters, memos, reports, correspondence and performs other clerical duties including basic bookkeeping and maintaining files.
- Assists with the preparation, compilation, collation and disbursement of various reports, projects, etc as requested.

SECONDARY DUTIES:

- Performs related duties as required.

MINIMUM QUALIFICATIONS:

- (A) A two (2) year degree in Accounting, Business Administration or a related field preferred: and
- (B) Understanding of a variety of administrative functions as acquired through five (5) to seven (7) years experience in payroll and office administration. One (1) year experience in a supervisory position is preferred: or
- (C) Any equivalent combination of education or experience.

Necessary Knowledge, Skills and Abilities:

- (A) Proficiency in Microsoft Word and Excel required.
- (B) Ability to successfully type 30 WPM.
- (C) Excellent communication and interpersonal skills are required.

SPECIAL REQUIREMENTS:

None

TOOLS AND EQUIPMENT USED:

Office equipment as normally associated with the use of telephone, personal computers including word processing and other software, copy 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 essential duties.

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

The employee must frequently lift and/or move up to 5 pounds and occasionally lift and/or move more than 10 pounds. Specific vision abilities required by this job include close vision, and the ability to adjust focus.

WORK ENVIRONMENT;

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

While performing the duties of this job, the employee works in an office environment where the noise level is low and moderately quiet.

November 2013

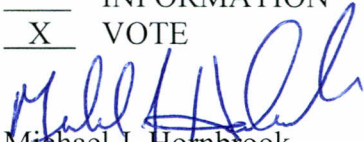
STAFF SUMMARY

TO: Board of Directors
FROM: Frederick A. Laskey, Executive Director
DATE: December 18, 2013
SUBJECT: Extension of Employment Contract
Senior Laboratory Technician, Department of Laboratory Services, Deer Island

COMMITTEE: Personnel & Compensation

Robert G. Donnelly, Director, Human Resources
Michael F. Delaney, Director, Dept. of Lab. Services
Preparer/Title

 INFORMATION
 X VOTE


Michael J. Hornbrook
Chief Operating Officer

RECOMMENDATION:

To approve the extension of an employment contract for Mr. Marcelo Machado, Senior Laboratory Technician in the Department of Laboratory Services, Deer Island, for a period of one year, from January 31, 2014 to January 30, 2015, with an increase in hourly rate from \$18.00 to \$18.36 (to be effective one year from his date of hire, commencing the week of April 14, 2014), for an annual compensation amount not to exceed \$38,045.

DISCUSSION:

The Department of Laboratory Services has a continuing need for contract staff to assist with both seasonal workload increases and the additional work required by the current Deer Island Treatment Plant's National Pollutant Discharge Elimination System (NPDES) permit. The new NPDES permit to be issued in the future may or may not require as much laboratory work as present, giving rise to uncertainty concerning future staffing needs in the Department of Laboratory Services. For this reason, creation of a full-time position is not warranted at this time.

Mr. Marcelo Machado has been a contract employee at MWRA since April 16, 2013 performing routine lab testing and field sampling. He performs prescribed procedures on water and wastewater samples, including assisting scientists, compiling and preparing data, and operating and performing basic maintenance on laboratory equipment. Mr. Machado now has seven months of direct relevant experience and during that time he has become trained and certified on a variety of chemistry tests and has become an integral part of the Laboratory team.

BUDGET/FISCAL IMPACT:

There are sufficient funds available for this position in the Department of Laboratory Services' FY14 CEB. The recommended 2% increase, which will be effective one year after Mr. Machado's date of hire in April 2014, is consistent with the contract rates of other contract Lab staff with similar experience.



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

BOARD OF DIRECTORS' MEETING

to be held on

Wednesday, December 18, 2013

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

Time: 1:00 p.m.

AGENDA

I. APPROVAL OF MINUTES

II. REPORT OF THE CHAIR

III. REPORT OF THE EXECUTIVE DIRECTOR

IV. BOARD ACTIONS

A. Approvals

1. Transmittal of the Proposed Fiscal Year 2015 Capital Improvement Program to MWRA Advisory Board (ref. AF&A B.1)
2. Assignment and Assumption of Contract OP-154, Purchase and Supply of Electric Energy for MWRA Profile Accounts, and Contract OP-227, Purchase and Supply of Electric Power to Interval Accounts, from Hess Corporation to Hess Energy Marketing, LLC; and Approval of Amendment 1 to Contract OP-154 and Contract OP-227 (ref. AF&A B.2)
3. Approval of Two New Members of the Wastewater Advisory Committee (ref. WW B.1)
4. Emergency Water Supply Agreement with the Town of Hudson (ref. W A.1)

5. Emergency Water Supply Agreement with the Town of Ashland (ref. W A.2)
6. PCR Amendments – December 2013 (ref. P&C A.1)
7. Extension of Employment Contract, Senior Laboratory Technician, Department of Laboratory Services, Deer Island (ref. P&C A.2)

B. Contract Awards

1. Network Storage: Hub Technical Services, Inc., State Blanket Contract ITC47 (ref. AF&A C.1)
2. Security Guard Services for Various MWRA Facilities: AlliedBarton Security Services LLC, Contract EXE-033 (ref. AF&A C.2)
3. Janitorial Services at the Chelsea Facility: SJ Services, Inc., Contract WRA- 3754Q3 (ref. AF&A C.3)
4. Janitorial Services – Deer Island Treatment Plant: AMPM Facility Services, Bid WRA-3708 (ref. WW C.1)

C. Contract Amendments/Change Orders

1. Digester Sludge Overflow Piping and Plug Valve Replacement, Deer Island Treatment Plant: Walsh Construction Company, Contract 7055, Change Order 9 (ref. WW D.1)
2. Boiler and Water Heater Service: Cooling and Heating Specialists, Inc., Contract OP-169, Change Order 2 (ref. WW D.2)

V. CORRESPONDENCE TO THE BOARD

VI. OTHER BUSINESS

VII. EXECUTIVE SESSION

- A. Annual Release of Executive Session Minutes
- B. Real Estate:
 1. Watershed Land Acquisition
- C. Litigation:
 1. Cost Recovery Action – May 1, 2010 Water Main Break
 2. Proposed Workers' Compensation Settlement

VIII. ADJOURNMENT

MASSACHUSETTS WATER RESOURCES AUTHORITY

Meeting of the Board of Directors

November 13, 2013

A meeting of the Board of Directors of the Massachusetts Water Resources Authority was held on November 13, 2013 at the Authority headquarters in Charlestown. Vice-Chair Carroll presided at the outset; Chairman Sullivan joined the meeting in progress. Present from the Board were Messrs. Barrera, Cotter, Flanagan, Foti, Pappastergion, Swett, Vitale and Walsh. Ms. Wolowicz was absent. Among those present from the Authority staff were Frederick Laskey, Executive Director, Steven Remsberg, General Counsel, Michael Hornbrook, Chief Operating Officer, Rachel Madden, Director of Administration and Finance, Elizabeth Reilley, Director, Environmental Quality, Kenneth Keay, Program Manager, Water Quality, Wendy Leo, Program Manager, Marine Data, and Bonnie Hale, Assistant Secretary. The meeting was called to order at 1:00 p.m.

APPROVAL OF MINUTES

Upon a motion duly made and seconded, it was

Voted to approve the minutes of the Board of Directors' meeting of October 16, 2013, as presented and filed with the records of the meeting.

BOARD ACTIONS

APPROVALS

Memorandum of Understanding and Financial Agreement with the City of Cambridge for Implementation of CSO Projects, Amendment 11 and Progress of Cambridge-Implemented CSO Projects and Projected Financial Assistance through March 2014

Upon a motion duly made and seconded, it was

Voted to authorize the Executive Director, on behalf of the Authority, to execute Amendment 11 to the *Memorandum of Understanding and Financial Agreement with the City of Cambridge for Implementation of CSO Projects*, increasing the award amount by \$14,026,449 from \$79,377,337 to \$93,403,787 and extending the term of the agreement by 12 months from December 31, 2015 to December 31, 2016.

Appointment of Senior Program Manager, Engineering and Construction

Upon a motion duly made and seconded, it was

Voted to approve the Executive Director's recommendation to appoint William G. Sullivan to the position of Senior Program Manager, Engineering and Construction Department, Operations Division (Unit 9/Grade30) at an annual salary of \$112,540.89 to be effective on the date November 16, 2013.

CONTRACT AWARDS

DRAFT

Dental Insurance: Dental Service of Massachusetts, Inc., d/b/a Delta Dental of Massachusetts, Contract A591

Upon a motion duly made and seconded, it was

Voted to approve the recommendation of the Consultant Selection Committee to select Dental Service of Massachusetts, Inc., d/b/a Delta Dental of Massachusetts to provide dental insurance to eligible employees, as presented and filed with the records of the meeting, and to authorize the Executive Director, on behalf of the Authority, to execute Contract A591 with Dental Service of Massachusetts, Inc. in an amount not to exceed \$320,000.00 for a term of twelve months from January 1, 2014 through December 31, 2014. Further, options to renew the contract for up to three additional twelve-month periods may be approved by the Board of Directors.

Annual Maintenance of the Maximo System: IBM Corporation

Upon a motion duly made and seconded, it was

Voted to approve the award of a sole source purchase order for the renewal of the annual maintenance agreement for the Maximo System to IBM Corporation, and to authorize the Executive Director, on behalf of the Authority, to execute and deliver said purchase order in the amount of \$150,010.54 for the service period of January 1, 2014 through December 31, 2014.

Harbor and Outfall Monitoring 2014-2017: Battelle, Inc., Contract OP-216A; Normandeu Associates, Inc., Contract OP-216B

Upon a motion duly made and seconded, it was

Voted to approve the recommendation of the Consultant Selection Committee to select two separate firms to provide Harbor and Outfall Monitoring services from 2014 to 2017 and to authorize the Executive Director, on behalf of the Authority, to execute two separate contracts as follows: (1) Contract OP-216A with Battelle in an amount not to exceed \$2,114,619.08 for a term of 48 months from the Notice to Proceed; and (2) Contract OP-216B with Normandeu Associates, Inc. in an amount not to exceed \$1,315,527.21 for a term of 46 months from the Notice to Proceed.

Cooperative Research Project with Provincetown Center for Coastal Studies to Conduct Water Quality Monitoring in Cape Cod Bay, Contract OP-222

Upon a motion duly made and seconded, it was

Voted to approve the award of Contract No. OP-222, a sole-source contract for a Cooperative Research Project to Conduct Water Quality Monitoring in Cape Cod Bay, to the Provincetown Center for Coastal Studies and to authorize the Executive Director, on behalf of the Authority, to execute and deliver said contract in the amount of \$329,718.00 for a term of three years from the Notice to Proceed.

Agency-Wide Technical Assistance Consulting Services: Dewberry Engineers Inc., Contract 7436; Fay, Spofford & Thorndike, LLC, Contract 7437; Hazen and Sawyer, P.C., Contract 7456

Upon a motion duly made and seconded, it was

Voted to approve the recommendation of the Consultant Selection Committee to select three separate firms, Dewberry Engineers, Inc., Fay, Spofford & Thorndike, LLC, and Hazen and Sawyer, P.C., to provide agency-wide technical consulting services and to authorize the Executive Director, on behalf of the Authority, to execute Contract 7436 with Dewberry Engineers, Inc., Contract 7437 with Fay, Spofford & Thorndike, LLC, and Contract 7456 with Hazen and Sawyer, P.C., each in an amount not to exceed \$550,000.00 and for a term of one year from the Notice to Proceed.

Supply and Delivery of Sodium Hypochlorite to the Deer Island Treatment Plant: JCI Jones Chemicals, Inc., Bid WRA-3709

Upon a motion duly made and seconded, it was

Voted to approve the award of Purchase Order Contract WRA-3709 for the supply and delivery of sodium hypochlorite to the Deer Island Treatment Plant to the lowest eligible and responsible bidder, JCI Jones Chemicals, Inc., and to authorize the Executive Director, on behalf of the Authority, to execute and deliver said contract in an amount not to exceed \$1,138,060.00 for a term of one year from November 17, 2013 through November 16, 2014.

CONTRACT AMENDMENTS/CHANGE ORDERS

Supply and Delivery of Polymer to the Deer Island Treatment Plant: Polydyne, Inc., WRA-3373, Amendment 1

Upon a motion duly made and seconded, it was

Voted to authorize the Executive Director, on behalf of the Authority, to approve Amendment No. 1 to Purchase Order Contract No. WRA-3373 with

Polydyne, Inc., Supply and Delivery of Polymer to the Deer Island Treatment Plant extending the contract term by two years in accordance with the option included in the original procurement from February 22, 2014 through February 22, 2016 and to increase the amount by \$737,100.00 at the same unit bid price.

Thermal and Hydro Power Plant Maintenance, Deer Island Treatment Plant: O'Connor Constructors, Inc., Contract S500, Change Order 5

Upon a motion duly made and seconded, it was

Voted to authorize the Executive Director, on behalf of the Authority, to approve Change Order No. 5 to increase the amount of Contract No. S500 with O'Connor Constructors, Inc., Thermal and Hydro Power Plant Maintenance, Deer Island Treatment Plant, in an amount not to exceed \$75,925.00 and to extend the term by 120 calendar days from December 13, 2013 to April 12, 2014.

OTHER BUSINESS

2012 Deer Island Outfall Monitoring Overview

Staff from the Environmental Quality Department gave a presentation highlighting the results of MWRA's monitoring of the environmental effects of the effluent discharges from the Deer Island Treatment Plant for calendar year 2012.

(Mr. Sullivan joined the meeting during the above presentation, and chaired the remainder of the meeting.)

REPORT OF THE CHAIR

Annual Meeting: Election and Appointment of MWRA Officers and Committee Assignments

Upon a motion duly made and seconded, it was

Voted to: (1) designate this November 13, 2013 meeting as the Annual Meeting which, as provided in the Authority's by-laws, will be deemed a special meeting of the Board for the purpose of election of officers; (2) elect John Carroll as Vice-Chairman of the Board; and (3) appoint Joseph Foti as Secretary of the Board

and Bonnie Hale and Rose Marie Convery as Assistant Secretaries; Thomas Durkin as Treasurer and Matthew Horan and Kathy Soni as Assistant Treasurers; and (4) ratify the appointment of Board members to standing Committees, as presented and filed with the records of the meeting. New Committee Chairs will be appointed approximately every two years.

EXECUTIVE SESSION

It was moved to enter executive session to discuss litigation and collective bargaining.

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

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

DRAFT

Voted to enter executive session to discuss strategy with respect to litigation and collective bargaining, in that such discussion in open session may have a detrimental effect on the litigating and bargaining positions of the Authority.

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

* * * *

EXECUTIVE SESSION

* * * *

The meeting returned to open session and adjourned at 1:55 p.m.