

**MEETING OF THE MASSACHUSETTS  
CLEAN WATER TRUST  
BOARD OF TRUSTEES**

**Annual Meeting**

January 17, 2024  
1:00 PM

**Location: Remote\***

**NOTICE & AGENDA**

**CALL TO ORDER**

Item #1 **MOTION- VOTE REQUESTED**  
Acceptance and approval of minutes of the meeting held on December 6, 2023.

Item #2 **REPORT OF THE EXECUTIVE COMMITTEE**

Item #3 **MOTION- VOTE REQUESTED**  
*Election of Vice-Chair*  
That the Board of Trustees elects the following individual as the Vice-Chair of the Board of Trustees, in accordance with the provisions of the By-Laws:

<b><u>OFFICE</u></b>	<b><u>NAME</u></b>	<b><u>NOMINATED BY</u></b>
Vice Chair	Matthew Gorzkowicz	State Treasurer

Item #4 **MOTION- VOTE REQUESTED**  
*Appointment of Officers and members of the Executive Committee*  
That the Board of Trustees appoints and confirms the following individuals as officers of the Massachusetts Clean Water Trust and, as such officers, as members of the Executive Committee, in accordance with the provisions of the By-Laws, which individuals have been nominated as such officers by the Trustees listed next to their names:

<b><u>OFFICE</u></b>	<b><u>NAME</u></b>	<b><u>NOMINATED BY</u></b>
Executive Director	Sue Perez	State Treasurer
Director of Finance and Administration	Timur Yontar	Secretary, Executive Office for Administration and Finance
Director of Program Development	Maria Pinaud	Commissioner, Department of Environmental Protection
Deputy Director of Program Development	Timothy Jones	Commissioner, Department of Environmental Protection

Item #5

**MOTION- VOTE REQUESTED**

***Appointment of Officers***

That the Board of Trustees appoints and confirms the following individuals as officers of the Massachusetts Clean Water Trust, in accordance with the provisions of the By-Laws, which individuals have been nominated as such officers by the Trustees listed next to their names:

<b><u>OFFICE</u></b>	<b><u>NAME</u></b>	<b><u>NOMINATED BY</u></b>
Controller	Sally Peacock	State Treasurer
Deputy Director	Nate Keenan	State Treasurer
Treasurer	My Tran	State Treasurer

**[The Board will take a break for a meeting of the Audit Committee following the approval of minutes, report of the executive committee, and the election of officers]**

Item #6

**MOTION- VOTE REQUESTED**

***Recess for Audit Committee Meeting***

That the Board of Trustees votes to take a temporary recess to allow for the attendance by the Trustees at the meeting of the Audit Committee for the purpose of receiving a report from the Trust's Auditor, CLA.

**Upon reconvening following the meeting of the Audit Committee, the following items will be considered by the Board:**

Item #7

**MOTION- VOTE REQUESTED**

***Fiscal Year 2023 Audit Results***

That the Board of Trustees votes to accept the Fiscal Year 2023 financial statements and the Report of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and Government Auditing Standards (Single Audit) for FY 2023.

Item #8

**MOTION- VOTE REQUESTED**

***Approval of revised Standard Terms & Conditions to Financing Agreement***

1. That the revised standard Terms and Conditions (the “Terms & Conditions”) to the Trust’s standard form of Financing Agreement, are hereby approved in substantially the form presented at or prior to this meeting, with such additions, deletions and other changes thereto, not inconsistent with the Master Trust Agreement dated as of January 1, 2015 between the Trust and U.S. Bank Trust Company, National Association, as Master Trustee (as amended, the “Master Trust Agreement”) as the Authorized Officers executing and delivering Financing Agreements incorporating such Terms & Conditions may approve, such execution and delivery to be conclusive evidence of approval and ratification of all such changes (with all capitalized terms used and not otherwise defined in this vote having the meanings given such terms in the Master Trust Agreement).
2. That the Terms & Conditions approved in Paragraph 1 are further approved for use in financings heretofore approved by the Trust and in place of the standard terms and conditions to financing agreement approved at the time of the original vote of the Trust approving the terms of such financings (the “Original Votes”), in each case to the extent not inconsistent with the Original Votes.
3. That the Board of Trustees hereby delegates to the Executive Director authority to do all things necessary to incorporate the Terms & Conditions into the Trust’s programs for financings, including making such non-substantive changes and corrections to the standard form or Financing Agreement or Terms & Conditions as necessary or convenient for the efficient and effective administration of the Trust’s programs for financings.

Item #9

**MOTION- VOTE REQUESTED**

***Approval of Asset Management Program Grant Commitments***

<b><u>PAC No.</u></b>	<b><u>Recipient</u></b>	<b><u>Amount</u></b>
<b>DW-23-137</b>	<b>Peabody</b>	<b>\$90,000</b>
<b>CW-23-50</b>	<b>Ware</b>	<b>\$105,000</b>

Item #10

**MOTION- VOTE REQUESTED**

***Approval of Asset Management Program Grant Commitments and Grant Agreements***

<b><u>PRA No.</u></b>	<b><u>Recipient</u></b>	<b><u>Amount</u></b>
<b>CWA-23-38</b>	<b>Braintree</b>	<b>\$102,200</b>
<b>CWA-23-40</b>	<b>Holbrook</b>	<b>\$150,000</b>
<b>CWA-23-43</b>	<b>Southampton</b>	<b>\$84,000</b>
<b>DWA-23-133</b>	<b>Sudbury Water District</b>	<b>\$150,000</b>

Item #11

**MOTION- VOTE REQUESTED**

*Approval of Lead Service Line Planning Program Grant Commitments and Grant Agreements*

<u>PRA No.</u>	<u>Recipient</u>	<u>Amount</u>
DWL-23-146	Chelsea	\$682,650
DWL-23-156	Lancaster	\$163,900

Item #12

**MOTION- VOTE REQUESTED**

*Approval of Clean Water Commitments*

<u>PAC No.</u>	<u>Borrower</u>	<u>Amount</u>	<u>Interest Rate</u>
CW-23-53	Barnstable	\$30,900,000	1.5% <sup>1</sup>
CW-23-54	Barnstable	\$2,851,000	1.5% <sup>1</sup>
CW-23-15	Billerica	\$22,000,000	1.5% <sup>1</sup>
CW-23-29	Brockton	\$4,500,000	1.5% <sup>1</sup>
CW-23-30	Brockton	\$2,700,000	1.5% <sup>1</sup>
CW-23-42	Chatham	\$5,300,000	2%
CW-23-25	Fall River	\$2,925,000	2%
CW-23-34	Fitchburg	\$25,980,000	2%
CW-23-19	Harwich	\$49,876,300	2%
CW-23-14	Haverhill	\$1,900,000	2%
CW-23-58	Haverhill	\$6,954,200	2%
CW-23-51	Holyoke	\$10,500,000	2%
CW-23-33	Kingston	\$9,400,000	2%
CW-23-52	Lowell	\$28,610,000	1.5% <sup>1</sup>
CW-23-18	Marshfield	\$8,100,000	2%
CW-23-27	Mashpee	\$6,187,000	2%
CW-23-60	MWRA	\$1,000,000	2%
CW-23-61	MWRA	\$1,000,000	2%
CW-23-24	New Bedford	\$4,200,000	2%
CW-23-26	New Bedford	\$9,340,000	2%
CW-23-48	Quincy	\$10,000,000	1.5% <sup>1</sup>
CW-23-57	Revere	\$1,000,000	2%
CW-23-47	Saugus	\$3,453,789	2%
CW-23-22	Shrewsbury	\$9,760,000	2%
CW-23-62	Shutesbury	\$150,000	0% <sup>2</sup>
CW-23-31	Somerset	\$5,500,000	2%
CW-20-35	South Essex Sewerage District	\$21,650,000 <sup>3</sup>	2%
CW-23-21	Upper Blackstone Clean Water	\$20,000,000	2%
CW-23-56	Wareham	\$16,000,000	2%
CW-23-16	Wellfleet	\$450,000	2%
CW-23-17	Wellfleet	\$4,600,000	2%
CW-23-20	Worcester	\$6,200,000	1.5% <sup>1</sup>
CW-23-03	Yarmouth	\$50,000,000	2%

<sup>1</sup> Housing Choice Loan

<sup>2</sup> PFAS Remediation Loan

<sup>3</sup> Third Revision. Previous PAC amount was \$16,650,000.

Item #13

**MOTION- VOTE REQUESTED**

*Approval of Drinking Water Commitments*

<b><u>PAC No.</u></b>	<b><u>Borrower</u></b>	<b><u>Amount</u></b>	<b><u>Interest Rate</u></b>
DW-23-151	Braintree	\$10,000,000	0% <sup>2</sup>
DW-23-135	East Brookfield	\$8,080,000	2%
DW-23-118	Foxborough	\$14,000,000	2%
DW-23-130	Harvard	\$4,850,000	2%
DW-23-152	Holbrook	\$3,200,000	0% <sup>2</sup>
DW-23-117	Hopedale	\$4,500,000	2%
DW-23-136	Littleton	\$15,000,000	1.5% <sup>1</sup>
DW-23-141	MWRA	\$1,000,000	2%
DW-23-142	MWRA	\$1,000,000	2%
DW-23-148	MWRA	\$5,882,850	2%
DW-23-149	MWRA	\$7,117,150	2%
DW-23-155	New Bedford	\$15,000,000	2%
DW-23-153	Randolph	\$6,800,000	0% <sup>2</sup>
DW-23-143	Raynham Center Water District	\$15,000,000	2%
DW-23-125	Scituate	\$15,000,000	2%
DW-23-123	Sharon	\$15,000,000	2%
DW-23-140	Springfield Water and Sewer Commission	\$15,000,000	2%
DW-23-138	Sudbury Water District	\$5,825,000	1.5% <sup>1</sup>
DW-23-126	Water Supply District of Acton	\$8,700,000	1.5% <sup>1</sup>
DW-23-127	Water Supply District of Acton	\$7,800,000	1.5% <sup>1</sup>
DW-23-119	Webster	\$15,000,000	2%
DW-23-124	West Bridgewater	\$3,163,200	2%
DW-23-129	Westborough	\$8,735,000	2%
DW-23-110	Winchendon	\$9,560,000	2%

Item #14

**MOTION- VOTE REQUESTED**

*Approval of the Clean Water Loans and Financing Agreements*

<b><u>PRA No.</u></b>	<b><u>Borrower</u></b>	<b><u>Amount</u></b>	<b><u>Interest Rate</u></b>
CW-23-60	MWRA	\$1,000,000	2%
CW-23-61	MWRA	\$1,000,000	2%
CW-22-46	Nahant	\$7,992,142 <sup>4</sup>	2%
CWPEC-23-62	Shutesbury	\$150,000	0% <sup>2</sup>
CWP-20-35	South Essex Sewerage District	\$21,650,000 <sup>5</sup>	2%

<sup>4</sup> First Revision. Previous PRA amount was \$1,191,582.

<sup>5</sup> Second Revision. Previous PRA amount was \$16,650,000.

Item #15

**MOTION- VOTE REQUESTED**

*Approval of the Drinking Water Loans and Financing Agreements*

<u>PRA No.</u>	<u>Borrower</u>	<u>Amount</u>	<u>Interest Rate</u>
DWLC-23-105	Andover	\$1,800,000	0% <sup>6</sup>
DWLC-22-50	Boston Water and Sewer Commission	\$4,698,888 <sup>7</sup>	0% <sup>6</sup>
DWPEC-23-151	Braintree	\$10,000,000	0% <sup>2</sup>
DWPEC-23-152	Holbrook	\$3,200,000	0% <sup>2</sup>
DW-23-142	MWRA	\$1,000,000	2%
DW-23-148	MWRA	\$5,882,850	2%
DW-23-149	MWRA	\$7,117,150	2%
DWP-23-155	New Bedford	\$15,000,000	2%
DWPEC-23-153	Randolph	\$6,800,000	0% <sup>2</sup>

Item #16

**MOTION- VOTE REQUESTED**

*Approval of School Water Improvement Grants*

<u>Grant No.</u>	<u>Grantee</u>	<u>Grant Amount</u>
SWIG-24-01	Blessed Stephen Bellesini OSA Academy, Inc	\$6,000
SWIG-24-02	Emerging Academy LLC	\$3,000
SWIG-24-03	Nahant Public Schools	\$3,000
SWIG-24-04	St Anthony School	\$9,000
SWIG-24-05	St James-St John School	\$9,000
SWIG-24-06	Temple Shalom - William & Charlotte Bloomberg Jewish Community Center	\$3,000

Item #17

**MOTION- VOTE REQUESTED**

*Authorization of Loan Forgiveness for 2022 Projects*

That the Board hereby approves principal forgiveness for Loans to the Borrowers, for the 2022 Clean Water Projects and 2022 Drinking Water Projects, in the amounts, all as listed in Schedules 1 and 2; subject to the availability of funds therefor and to the terms and conditions of the Financing Agreements.

<sup>6</sup> Lead Service Line Replacement Loan

<sup>7</sup> Second Revision. Previous PRA amount was \$2,473,572.

Item #18

**MOTION- VOTE REQUESTED**

***Resolution Authorizing the Public Water System Cybersecurity Improvement Grant Program***

1. The Trust hereby approves the establishment of a program (the “Program”) to provide assistance in the form of grants small public water systems and to public water systems in disadvantaged communities to finance projects intended to mitigate vulnerability of such systems’ operational technology to cyberattacks and to strengthen such systems’ overall cybersecurity posture (as determined by the Department of Environmental Protection).
2. The Trust authorizes and directs the Executive Director, and such other officers of the Trust as the Executive Director may delegate, to develop such additional Program description and documentation, to cooperate with the Department of Environmental Protection to solicit grant proposals from eligible recipients, to enter into grant agreements with successful applicants, and to perform all such further actions as necessary or convenient to implement and administer the Program.

**OTHER BUSINESS**

*(Items not reasonably anticipated by the Chair 48 hours in advance of the meeting)*

**ADJOURN**

**\*Location: Remote:** Notice is hereby given that the Wednesday, January 17, 2024 meeting of the Massachusetts Clean Water Trust’s Board of Trustees will be held through remote participation in accordance with M.G.L.c.30A, §20, as modified by c.20 of the Acts of 2021, c.22 of the Acts of 2022, and c.2 of the Acts of 2023.

Those who would like to attend the meeting, please e-mail [masswatertrust@tre.state.ma.us](mailto:masswatertrust@tre.state.ma.us) to request meeting information. Information to access the meeting will be available through the duration of the meeting. However, we encourage participants to request the information by 5:00 PM the day before the meeting.

To ensure that the audio is clear to all attendees, unless you are actively participating in the meeting, please mute your audio. If you have technical difficulties joining the meeting, please email [masswatertrust@tre.state.ma.us](mailto:masswatertrust@tre.state.ma.us).

**Please Note:** There will be no physical meeting at the offices of the Massachusetts Clean Water Trust.



**Item #1: *Minutes of the Meeting Held on December 6,  
2023***



**MEETING OF THE MASSACHUSETTS  
CLEAN WATER TRUST  
BOARD OF TRUSTEES**

December 6, 2023  
1:30 PM

**Location: Remote\***

**Minutes**

**Attendees:** State Treasurer Deborah Goldberg, Chair  
Kathleen Baskin, Assistant Commissioner, MassDEP, Designee  
Timur Yontar, Capital Budget Director, Executive Office for  
Administration & Finance, Designee

**Also Present:** Susan Perez, Executive Director, MCWT  
Nate Keenan, Deputy Director, MCWT  
My Tran, Treasurer, MCWT  
Sally Peacock, Controller, MCWT  
Nicole Munchbach, Accountant, MCWT  
Pam Booker, Accountant, MCWT  
Sunkarie Konteh, Accountant, MCWT  
Julian Honey, Program Associate, MCWT  
Kailyn Fellmeth, Program Associate, MCWT  
Josh Derouen, Senior Program Associate, MCWT  
Rachel Stanton, Investor Relations and Communications Graphic  
Designer, Trust  
Jonathan Maple, Senior Policy Analyst, MCWT  
Kathryn Armour, Data Analyst, MCWT  
Greg Devine, Section Chief, MassDEP  
Jennifer Pederson, Executive Director, MWWA  
Emily Kowtoniuk, Legislative Director, Office of the State Treasurer  
Andrew Napolitano, Director of Communications, Office of the State  
Treasurer

**CALL TO ORDER:** The meeting was called to order by Treasurer Goldberg at 1:32 p.m.

Item #1      **MOTION- VOTE**

**Acceptance and approval of minutes of the meeting held on November 1, 2023.**

The motion was made by Mr. Yontar and second by Ms. Baskin and voted unanimously in favor of acceptance and approval of the minutes of the meeting of the Board held on November 1, 2023.

Item #2      **REPORT OF THE EXECUTIVE COMMITTEE**  
**Series 25 Bond Deal**

Ms. Perez stated the Trust closed the Series 25 bond deal, which offered new money bonds and Series 2023 refunding bonds.

The Trust received over \$2.5 billion in orders for approximately \$400 million in bonds. This allowed the Trust to adjust its pricing and obtain the best value possible. There were orders placed by 59 institutional investors and 27 Massachusetts investors, in addition to over 13 million retail orders placed by individuals. The magnitude of orders allowed for an additional price adjustment, resulting in a gross savings of \$25 million.

Treasurer Goldberg congratulated Trust staff for the success of the Investor Conference in November and the role it had in promoting the Series 25 Bond Deal.

### **2024 Draft Intended Use Plans**

Ms. Perez noted that the draft 2024 Intended Use Plans (IUP) have been compiled and will be published in the coming weeks. As in recent years, the amount of financing being offered on the IUPs is considerable. There is approximately \$1 billion in Clean Water (CW) projects and approximately \$477 million in Drinking Water (DW) projects scheduled to be financed.

### **Lead Service Line Grant Allotment**

Ms. Perez stated that MassDEP resurveyed public water suppliers that had not previously completed the Drinking Water Infrastructure Needs Survey and Assessment (DWINSA) in hopes of increasing Massachusetts' Bipartisan Infrastructure Law Lead Service Line Grant allotment. The new DWINSA results were submitted to EPA for consideration.

Item #3

### **MOTION- VOTE**

The motion was made by Mr. Yontar and seconded by Ms. Baskin.

Ms. Perez stated that in any given year, the CW State Revolving Fund (SRF) IUP capacity allows all project priority list (PPL) projects to be financed. However, capacity limits lead to over half of all DWSRF projects going unfinanced. Transferring grant funds from the CWSRF to the DWSRF helps increase overall DWSRF capacity and the number of projects that are financed. There is minimal impact on the CWSRF capacity.

If approved, DWSRF capacity will increase by \$104 million. Funds in the DWSRF are leveraged. Each transfer is a meaningful addition to the DWSRF's long-term capacity.

The motion was voted unanimously in favor of acceptance and approval of the following:

### ***Authorization of a Permanent Transfer of Clean Water SRF Grants funds to Drinking Water SRF Grant funds in the amount of \$21,916,640***

1. That, pursuant to and as further implementation of the Funds Transfer Program approved by the Board on January 8, 2014, the Board hereby re-affirms and approves the Executive Director's authority to make such transfers between the Clean Water SRF and the Drinking Water SRF as she determines to be necessary in an amount not to exceed 33% of the Drinking Water Grant, including the permanent transfers listed below:

<b>Transfer From</b>	<b>Transfer To</b>	<b>Amount</b>
Clean Water Base Grant	Drinking Water Base Grant	\$3,498,660
Clean Water Supplement Grant	Drinking Water Supplemental Grant	\$14,917,980
Clean Water Emerging Contaminants Grant	Drinking Water Emerging Contaminants Grant	\$3,500,000

2. That the Executive Director is further authorized to take all necessary steps to effectuate such transfer, including executing and delivering all letters, certificates, and other instruments and documents necessary or desirable in connection therewith and obtaining any necessary opinions of counsel.

Item #4

**MOTION- VOTE**

The motion was made by Mr. Yontar and seconded by Ms. Baskin.

Ms. Perez said that the Asset Management Planning (AMP) Grant Program was launched in 2019. The first round funded \$1.9 million in projects. The program has seen increased demand.

The draft 2024 IUP are to list 69 AMP projects totaling approximately \$8.4 million in grant funds. Including 2024 projects, the AMP Grant Program has financed 201 projects, totaling approximately \$21.6 million in grants awarded.

The motion was voted unanimously in favor of acceptance and approval of the following:

***Authorize up to \$8,412,000 for the Asset Management Grant Program for the 2024 IUP Solicitation***

The Trust designates up to \$8,412,000, from the unrestricted funds on deposit in the Equity Funds under the Master Trust Agreement, to offer a continuation of the Asset Management Grant Program on the 2024 IUP Solicitation.

Item #5

**MOTION- VOTE**

The motion was made by Mr. Yontar and seconded by Ms. Baskin.

Mr. Maple stated that the Fair Share Objectives (FSOs) are a procurement requirement for borrowers and grantees with contracts over \$250,000. FSOs ensure that percentages of contracts entered into by borrowers through the Financing Agreement with the SRFs are qualified Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs).

In 2019, the Trust procured an availability analysis to comply with the EPA's FSO requirements. The Trust then began working to renegotiate and reissue its own FSOs.

However, on October 1, 2019, the EPA issued RAIN-2019-G10, waiving the FSO requirements set forth under 40 CFR Part 33, Subpart D. Because the EPA waived the requirements, a December 2019 meeting of the Executive Committee affirmed that the Trust would maintain its existing FSOs.

Earlier this year, the EPA issued RAIN-2023-GO2, which partially rescinds RAIN-2019-G10 and reinstates FSO requirements. These changes must be implemented no more than 120 days after acceptance of a financial assistance award received on or after October 1, 2023.

Keen Independent Research (KIR), the firm that conducted the availability assessment in 2019, provided analysis of the current capacity of DBEs to participate in SRF projects. KIR recommended the inclusion of multiple adjustment factors to set the Trust's new FSOs. However, the 2019 analysis from KIR recommended FSOs that are lower than the Trust's current MBE and WBE engagement.

MassDEP and the Trust reevaluated disbursement data from 2019-2022 and confirmed that DBE and WBE participation exceeds the existing FSOs. However, the Trust and MassDEP agreed retaining the existing FSOs would further the purpose of the EPA FSO program.

The Trust and MassDEP met with Mr. Wells, the Fair Share Objectives (FSO) coordinator for EPA Region 1, on November 12<sup>th</sup>. Mr. Wells stated the Trust may resubmit its 2016 FSOs.

The motion was voted unanimously in favor of acceptance and approval of the following:

***Authorize Fair Share Objectives (FSO)***

1. That the Board of Trustees of the Trust approves the submission by the Massachusetts Department of Environmental Protection ("MassDEP"), on behalf of MassDEP and the Trust, of the following fair share objectives required by the Disadvantaged Business Enterprise Rule of the Environmental Protection Agency("EPA"):

Minority Business Enterprises – 4.2%

Women Business Enterprises – 4.5%

2. That the Board of Trustees of the Trust authorizes the Executive Director of the Trust to takes such steps and to sign such documents, if any, that she deems necessary, on behalf of the Trust, to facilitate the submission of such fair share objectives to EPA.
3. That the Board of Trustees of the Trust designates MassDEP as the lead agency to negotiate the final fair share objectives to be used in connection with financial assistance provided by the Trust to eligible borrowers, subject to prior approval by the Executive Committee of any changes negotiated by MassDEP to the herein approved fair share objectives.

Item #6

**MOTION- VOTE**

The motion was made by Ms. Baskin and seconded by Mr. Yontar and voted unanimously in favor of acceptance and approval of the following:

***Approval of Asset Management Program Grant Commitments and Grant Agreements***

<b><u>PAC No.</u></b>	<b><u>Recipient</u></b>	<b><u>Amount</u></b>
DWA-23-115	Chester	\$68,100
CWA-23-44	Concord	\$107,970
DWA-23-120	Douglas	\$84,000
CWA-23-41	Dover	\$99,000
CWA-23-45	Everett	\$120,042
DWA-23-132	Fitchburg	\$61,200
CWA-23-35	Hadley	\$72,000
CWA-23-12	Hudson	\$31,800
CWA-23-46	Lawrence	\$129,000
CWA-23-37	Littleton	\$109,500
CWA-23-55	New Bedford	\$150,000
CWA-23-39	Rockland	\$150,000
DWA-23-114	Russell	\$90,600
CWA-23-23	Sturbridge	\$150,000
CWA-23-32	Winchendon	\$81,375

Item #7

**MOTION- VOTE**

The motion was made by Mr. Yontar and seconded by Ms. Baskin and voted unanimously in favor of acceptance and approval of the following:

***Approval of Lead Service Line Planning Program Grant Commitments and Grant Agreements***

<b><u>PRA No.</u></b>	<b><u>Recipient</u></b>	<b><u>Amount</u></b>
DWL-23-147	Groveland	\$147,885
DWL-23-145	North Chelmsford Water District	\$475,000

Item #8

**MOTION- VOTE**

The motion was made by Mr. Yontar and seconded by Ms. Baskin and voted unanimously in favor of acceptance and approval of the following:

***Approval of Community Septic Management Program Commitment***

<b><u>PAC No.</u></b>	<b><u>Borrower</u></b>	<b><u>Amount</u></b>	<b><u>Interest Rate</u></b>
CW-23-59	Plymouth	\$400,000	2%

Item #9

**MOTION- VOTE**

The motion was made by Ms. Baskin and seconded by Mr. Yontar and voted unanimously in favor of acceptance and approval of the following:

***Approval of Clean Water Commitments***

<b><u>PAC No.</u></b>	<b><u>Borrower</u></b>	<b><u>Amount</u></b>	<b><u>Interest Rate</u></b>
CW-23-11	Barnstable	\$1,125,000	1.5% <sup>1</sup>
CW-22-33	Chatham	\$3,605,672 <sup>2</sup>	0% <sup>3</sup>
CW-22-67	Fairhaven	\$70,000,000 <sup>4</sup>	2%
CW-23-55	New Bedford	\$111,500	2%
CW-22-63	New Bedford	\$29,525,807 <sup>5</sup>	2%
CW-23-36	Revere	\$10,000,000	1.5% <sup>1</sup>

Item #10

**MOTION- VOTE**

The motion was made by Mr. Yontar and seconded by Ms. Baskin and voted unanimously in favor of acceptance and approval of the following:

***Approval of Drinking Water Commitments***

<b><u>PAC No.</u></b>	<b><u>Borrower</u></b>	<b><u>Amount</u></b>	<b><u>Interest Rate</u></b>
DW-23-121	Franklin	\$6,500,000	1.5% <sup>1</sup>
DW-23-131	Lynnfield Center Water District	\$15,000,000	2%
DW-22-02	Mansfield	\$7,154,920 <sup>6</sup>	0% <sup>7</sup>
DW-23-122	Stoughton	\$5,279,500	1.5% <sup>1</sup>
DW-23-116	Woburn	\$15,000,000	2%

Item #11

**MOTION- VOTE**

The motion was made by Mr. Yontar and seconded by Ms. Baskin and voted unanimously in favor of acceptance and approval of the following:

***Approval of Community Septic Management Program Loan and Financing Agreement***

<b><u>PAC No.</u></b>	<b><u>Borrower</u></b>	<b><u>Amount</u></b>	<b><u>Interest Rate</u></b>
CWT-23-59	Plymouth	\$400,000	2%

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<sup>1</sup> Housing Choice Loan

<sup>2</sup> First Revision. Previous PAC amount was \$2,826,500.

<sup>3</sup> Nutrient Enrichment Reduction Loan

<sup>4</sup> First Revision. Previous PAC amount was \$67,219,862.

<sup>5</sup> First Revision. Previous PAC amount was \$28,840,000.

<sup>6</sup> First Revision. Previous PAC amount was \$6,999,694.

<sup>7</sup> PFAS Remediation Loan

Item #12 **MOTION- VOTE**

The motion was made by Ms. Baskin and seconded by Mr. Yontar and voted unanimously in favor of acceptance and approval of the following:

***Approval of the Clean Water Loans and Financing Agreements***

<b><u>PRA No.</u></b>	<b><u>Borrower</u></b>	<b><u>Amount</u></b>	<b><u>Interest Rate</u></b>
<b>CW-22-30</b>	<b>Chatham</b>	<b>\$15,754,810</b>	<b>0%<sup>3</sup></b>
<b>CW-22-33</b>	<b>Chatham</b>	<b>\$3,605,672</b>	<b>0%<sup>3</sup></b>
<b>CWP-22-67</b>	<b>Fairhaven</b>	<b>\$65,151,891</b>	<b>2%</b>
<b>CWP-22-67-A</b>	<b>Fairhaven</b>	<b>\$4,848,109</b>	<b>2%</b>
<b>CWA-23-55</b>	<b>New Bedford</b>	<b>\$111,500</b>	<b>2%</b>
<b>CWP-22-63</b>	<b>New Bedford</b>	<b>\$26,860,307</b>	<b>2%</b>
<b>CWP-22-63-A</b>	<b>New Bedford</b>	<b>\$2,665,500</b>	<b>2%</b>
<b>CWP-22-71</b>	<b>New Bedford</b>	<b>\$11,800,950</b>	<b>2%</b>
<b>CWP-22-71-A</b>	<b>New Bedford</b>	<b>\$730,000</b>	<b>2%</b>
<b>CWP-22-32</b>	<b>Oak Bluffs</b>	<b>\$26,000,000</b>	<b>2%</b>
<b>CW-22-40</b>	<b>Revere</b>	<b>\$1,200,000</b>	<b>2%</b>

Item #13 **MOTION- VOTE**

The motion was made by Mr. Yontar and seconded by Ms. Baskin and voted unanimously in favor of acceptance and approval of the following:

***Approval of the Drinking Water Loans and Financing Agreements***

<b><u>PRA No.</u></b>	<b><u>Borrower</u></b>	<b><u>Amount</u></b>	<b><u>Interest Rate</u></b>
<b>DWPEC-22-23</b>	<b>Abington</b>	<b>\$7,297,686</b>	<b>0%<sup>7</sup></b>
<b>DWPEC-22-02-A</b>	<b>Mansfield</b>	<b>\$155,226</b>	<b>0%<sup>7</sup></b>
<b>DWP-22-46</b>	<b>New Bedford</b>	<b>\$10,000,000</b>	<b>2%</b>
<b>DWPEC-22-67</b>	<b>Rockland</b>	<b>\$7,297,686</b>	<b>0%<sup>7</sup></b>
<b>DWP-22-43-A</b>	<b>Somerset</b>	<b>\$2,616,965</b>	<b>2%</b>

**OTHER BUSINESS:** None.

**ADJOURN:** The Motion was made by Ms. Baskin and seconded by Mr. Yontar and voted unanimously in favor of adjourning the meeting at 1:54 p.m.

**LIST OF DOCUMENTS AND EXHIBITS USED:**

1. Minutes November 1, 2023
2. Project Descriptions

**\*Location: Remote:** Notice is hereby given that the Wednesday, December 6, 2023 meeting of the Massachusetts Clean Water Trust's Board of Trustees will be held through remote participation in accordance with M.G.L.c.30A, §20, as modified by c.20 of the Acts of 2021, c.22 of the Acts of 2022, and c.2 of the Acts of 2023.

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<sup>3</sup> Nutrient Enrichment Reduction Loan

<sup>7</sup> PFAS Remediation Loan

Those who would like to attend the meeting, please e-mail [masswatertrust@tre.state.ma.us](mailto:masswatertrust@tre.state.ma.us) to request meeting information. Information to access the meeting will be available through the duration of the meeting. However, we encourage participants to request the information by 5:00 PM the day before the meeting.

To ensure that the audio is clear to all attendees, unless you are actively participating in the meeting, please mute your audio. If you have technical difficulties joining the meeting, please email [masswatertrust@tre.state.ma.us](mailto:masswatertrust@tre.state.ma.us).

**Please Note:** There will be no physical meeting at the offices of the Massachusetts Clean Water Trust.





**Items #2 through #5 (*No Reference Documents*)**



**Item #6: *Recess for Audit Committee Meeting (Switch to the Audit Committee Meeting Packet)***



**Item #7 (*No Reference Documents*)**



***Item #8: Approval of revised Standard Terms & Conditions to Financing Agreement***

TERMS AND CONDITIONS  
TO THE  
MASSACHUSETTS CLEAN WATER TRUST  
FINANCING AGREEMENT

The following Terms and Conditions are a part of and incorporated into each Financing Agreement (“Financing Agreement”) entered into by and between the Massachusetts Clean Water Trust (together with its successors and assigns, the “Trust”) and each Borrower pursuant to which the Trust provides financial assistance.

**Section 1. Definitions.** All capitalized, undefined terms used in these Terms and Conditions and in the Financing Agreement shall have the same meanings given such terms in Section 1 of the Enabling Act and words importing the singular number shall include the plural number and vice versa. In addition, the following words and phrases shall have the following meanings:

“Additional Security” means any additional or special security for the Loan made by the Trust, and any moneys, revenues, property, or rights pledged, transferred, or otherwise made available to secure repayment of such Loan, including any security agreement, resolution, indenture, trust agreement, pledge, deed, mortgage, or other instrument of security, all as described in Schedule D of the Financing Agreement;

“Administrative Fee” means the fee for the administrative expenses of the Trust relating to the Loan made by the Trust calculated as set forth in Schedule A of the Financing Agreement and payable on the Repayment Dates and in the amounts set forth in Schedule C of the Financing Agreement (as such schedule may be amended from time to time in accordance herewith);

“Applicable Authority” means the general or special laws of the Commonwealth or other governing instrument of the Borrower, identified in Schedule A of the Financing Agreement;

“Application” means an application submitted by the Borrower to the Trust and the Department for financial assistance for all or any part of the Costs of the Project, as more fully described in the related Project Approval Certificate;

“Authorized Officer” means the officer or officers of the Borrower, the Trust or the Department, as the case may be, identified in Schedule A of the Financing Agreement;

“Bonds” means the bonds, if any, issued by the Trust that fund or are secured, in part, by the Loan made by the Trust and payments to be made by the Borrower under the Financing Agreement, all as more fully described in the Master Trust Agreement and the applicable Supplemental Master Trust Agreement;

“Borrower” has the meaning given such term in the Financing Agreement.

“Business Day” means any day other than a Saturday, a Sunday or any other day on which banks doing business in the Commonwealth are authorized or required to be closed for business;

“Closing Date” is the closing date for the Loan as described in in Section 6 hereof;

“Code” means the Internal Revenue Code of 1986, as amended, and all Treasury Regulations promulgated thereunder to the extent applicable to the Loan or the Bonds;

“Commonwealth” has the meaning given such term in the Financing Agreement.

“Continuing Disclosure Agreement” means the agreement, if any, between the Borrower and the Trust or, as applicable, the trustee under any Borrower’s bond resolution or trust agreement, as it may be amended from time to time, under which the Borrower agrees for the benefit of the owners of the Bonds to provide annual reports and notices of certain events in order to assist the underwriters of the Bonds to comply with the provisions of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended;

“Department” means the Department of Environmental Protection of the Commonwealth, or any body, agency, officer, or other instrumentality of the Commonwealth that shall hereafter succeed to the powers, duties, and functions of the Department as they relate to the purposes of the Trust under the Enabling Act;

“DEP Regulations” means the regulations of the Department applicable to the Program appearing in 310 CMR 44.00 or 310 CMR 45.00, as applicable, in each case as such regulations may be amended from time to time;

“Discount Rate” means a rate of interest equal to the “Bond Buyer 20 Bond Index” rate on the date of the Department’s determination that certain costs of the Project are ineligible for financial assistance, pursuant to section 4(c) hereof;

“Drinking Water Revolving Fund” means the fund established and set up on the books of the Commonwealth in accordance with Section 2QQ of Chapter 29 of the General Laws of the Commonwealth;

“Eligible Borrower” has the meaning given such term in the Enabling Act;

“Enabling Act” means Chapter 29C of the General Laws, as amended from time to time, under which the Trust is organized and established for the purpose of assisting Eligible Borrowers in the Commonwealth to initiate, acquire, construct, improve, maintain and operate Water Pollution Abatement Projects and Drinking Water Projects;

“EPA” means the United States Environmental Protection Agency;

“Event of Default” means any of the events or circumstances specified in Section 9(a) hereof;

“Federal Act” means, as applicable, (i) Title VI of the Federal Water Pollution Control Act (Pub. L. 92-500, commonly known as the Clean Water Act), as amended by the Federal Clean Water Act of 1987 (Pub. L. 100-4), as the same may be further amended from time to time, and all regulations of the EPA applicable thereto as amended from time to time; or (ii) Title XIV of the Federal Public Health Service Act (commonly known as the Safe Drinking Water Act), as amended by the Safe Drinking Water Act Amendments of 1996 (Pub. L. 104-182), as the same may be further amended from time to time, and all regulations of the EPA applicable thereto as amended from time to time;

“Federal Capitalization Grant” means amounts provided to the Trust under one or more agreements between the Trust and the United States of America acting by and through the EPA to be applied in accordance with the applicable Federal Act to fund Loans made by the Trust:

“Financing Documents” means, collectively, the Financing Agreement, each related Project Regulatory Agreement, the Local Governmental Obligations or other evidence of indebtedness, the Interim Loan Note, if any, and every other document executed by the Borrower and delivered to the Trust in connection with the Loan or any Interim Loan and any Additional Security therefor.

“Fiscal Year” means the period beginning on July 1 in any year and ending on June 30 in the next succeeding year;

“Initial Obligation Amount” means the amount set forth as the Initial Obligation Amount in Schedule C to the Financing Agreement;

“Interest Rate” means the rate so designated and set forth in Schedule A of the Financing Agreement;

“Interim Loan” shall have the meaning given such term in Section 10 hereof;

“Interim Loan Interest Rate” means the rate, if any, so designated and set forth in Schedule A of the Financing Agreement;

“Interim Loan Note” shall have the meaning given such term in Section 10 hereof;

“Iron and Steel Products” means the following products made primarily of iron or Steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural Steel, reinforced precast concrete, and construction materials;

“Loan” has the meaning given such term in the Financing Agreement;

“Local Bond Counsel” means an attorney or firm of attorneys (who may be counsel to any party under the Financing Agreement) of nationally recognized standing in connection with the issuance of obligations similar to the Local Governmental Obligations, selected by the Borrower and satisfactory to the Trust;

“Local Governmental Obligations” has the meaning given such term in the Financing Agreement;

“Master Trust Agreement” means the Master Trustee Agreement dated as of January 1, 2015 between the Trust and U.S. Bank National Association, as Master Trustee (the “Master Trustee”), as amended;

“Origination Fee” means the fee for the expenses of the Trust relating to the origination of the Loan made by the Trust, payable in the amount and on the Payment Date set forth in Schedule C of the Financing Agreement (as such schedule may be amended from time to time in accordance herewith);

“Payment Dates” means January 15 and July 15 of each year (commencing on the first such date indicated on Schedule C of the Financing Agreement) or, if any such day is not a Business Day, the next succeeding Business Day;

“Payments” means the payments to be made by the Borrower in repayment of the Loan and the interest, if any, payable thereon, which payments shall be made on the Payment Dates and in the amounts set forth in Schedule C of the Financing Agreement (as such schedule may be amended from time to time in accordance herewith);

“Participating Members” means all cities, towns, districts, commissions or other political subdivisions or instrumentalities of the Commonwealth, if any, which are members of the Borrower or which, by law, contract or otherwise, are service recipients of a System;

“Prepayments” means all payments made by or for the account of the Borrower which reduce or eliminate the principal balance due on the Loan by reason of the prepayment of all or any part of the principal prior to the due date thereof;

“Principal Obligation” means, at any time of calculation, the aggregate unpaid principal amount of the Loan, which shall equal the Initial Obligation Amount less all Payments and all Prepayments on account of the principal amount thereof then or theretofore made or provided for by or for the account of the Borrower and received by or for the account of the Trust;

“Program” means the financial assistance program of the Trust established pursuant to the Enabling Act as more fully described in the Master Trust Agreement;

“Project” means each of the Water Pollution Abatement (including, without limitation, any Title 5 Project) or Drinking Water Projects of the Borrower identified in Schedule A of the Financing Agreement and more fully described in the applicable Project Approval Certificate, as the same may be amended from time to time as provided in the related Project Regulatory Agreement;

“Project Account” means the portion allocable to the Project of the Project Fund established pursuant to the Master Trust Agreement;

“Project Approval Certificate” means a certificate issued by the Department in accordance with the Enabling Act and the DEP Regulations approving a Project and the costs



thereof to be financed or refinanced by the Loan, as more fully described in Schedule A of the Financing Agreement;

“Project Completion Certificate” means the Project Completion Certificate delivered by the Borrower pursuant to the applicable Project Regulatory Agreement;

“Project Cost” or “Costs” means any cost of a Project approved by the Department pursuant to the Enabling Act, the applicable Federal Act and/or the DEP Regulations for payment or reimbursement from proceeds of the Loan or an Interim Loan, as applicable, as more fully described in the applicable Project Regulatory Agreement;

“Project Regulatory Agreement” means an agreement between the Department and an Eligible Borrower, executed and delivered to the Trust by such Borrower concurrently with the execution and delivery of the Financing Agreement associated with a Loan made to finance a Project approved by the Department; that contains provisions relating to the Department’s regulation and supervision of the Project in accordance with 301 CMR 45.00;

“Steel” means an alloy that includes at least fifty-percent (50%) iron, between two-hundredths percent (0.02%) and two percent (2%) carbon, and may include other elements;

“Supplemental Master Trust Agreement” means any of the supplements to the Master Trust Agreement providing for the issue of Bonds by the Trust;

“System” shall mean the water pollution abatement facilities or drinking water facilities under the control of the Borrower, as identified, if applicable, in Schedule A of the Financing Agreement, and all improvements and additions thereto including, without limitation, the Project;

“Title 5 Project” means a Project for which the Borrower has developed, or been requested by its Participating Members to administer, a community septic management program, constituting a Water Pollution Abatement Project within the meaning of the Enabling Act, to assist eligible homeowners to upgrade failing septic systems and otherwise to comply with the requirements of 310 CMR 15.00 *et seq.* (“Title 5”) through underlying betterment agreements with such homeowners; and

“Water Pollution Abatement Revolving Fund” means the fund established and set up on the books of the Commonwealth in accordance with Section 2L of Chapter 29 of the General Laws of the Commonwealth.

## **Section 2. Representations.**

(a) The Borrower represents and warrants to the Trust as follows:

(i) The Borrower is a Local Governmental Unit or other Eligible Borrower, as defined in the Enabling Act, with full legal right and authority under the Enabling Act and the Applicable Authority to authorize, execute, and deliver the Financing Documents,

to undertake each Project, to operate its System, if any, and to carry out and consummate all transactions contemplated by the foregoing;

(ii) The Borrower and, to the extent required by the Enabling Act or the Applicable Authority, each Participating Member thereof, if any, has duly and validly authorized the execution, delivery and adoption, as applicable, of the Financing Documents, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of any of the foregoing or required to make them the legally binding obligations of the Borrower that they purport to be, in accordance with their terms, have been obtained or made;

(iii) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the Trust and the Department, is pending or, to the knowledge of the Authorized Officers of the Borrower executing the Financing Agreement, threatened (1) seeking to restrain or enjoin the execution, delivery and adoption, as applicable, of the Financing Documents, or the construction or operation of any Project or (2) contesting or affecting the validity of the Financing Documents, or the power of the Borrower and, to the extent provided by law, each Participating Member thereof, if any, to pledge and apply any revenues or to assess and collect, as applicable, betterments, taxes, rates and charges to pay such Payments and all other costs and expenses of any Project and the System, if any; and neither the corporate existence of the Borrower nor the title to office of any Authorized Officer of the Borrower executing the Financing Documents is being contested;

(iv) The authorization, execution, delivery and adoption, as applicable, of the Financing Documents, and performance of each thereof, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Borrower is a party or by which it or any of its properties is bound; and

(v) The Financing Agreement, the Loan, the Interim Loan, if any, and any Additional Security are, and when executed and delivered the Local Governmental Obligations, or other evidence of indebtedness, if any, will be, (1) valid general obligations of the Borrower, for the payment of which its full faith and credit are and will be pledged, enforceable in accordance with their terms and the terms of the Enabling Act and the Applicable Authority, and payable as to principal, premium, if any, and interest (to the extent not paid from other sources) from (a) taxes which may be levied upon all taxable property within the territorial boundaries of the Borrower, subject only to the limit imposed by Chapter 59, Section 21C of the General Laws of the Commonwealth to the extent applicable to the Local Governmental Obligations, provided that taxes levied on certain taxable property located within a development district, if any, established by the Borrower pursuant to Chapter 40Q of the General Laws may be restricted and unavailable to pay debt service on the Local Governmental Obligations or (b) sums which may be annually apportioned and assessed by the Borrower on its Participating Members pursuant to the Applicable Authority, or (2) valid obligations of the Borrower, enforceable in accordance with their terms and the terms of the Enabling Act and the Applicable Authority, payable from any Additional Security and secured by a valid

pledge of and lien on and perfected security interest in such Additional Security, all to the extent provided therein and in Schedule D to the Financing Agreement.

(b) The Trust represents and warrants to the Borrower as follows:

(i) The Trust has the full legal right and authority under the Enabling Act to authorize, execute and deliver the Financing Agreement;

(ii) The Trust has duly and validly authorized the execution of the Financing Agreement; and all approvals, consents, and governmental proceedings necessary to make the execution and delivery of the Financing Agreement the legally binding obligation of the Trust have been obtained or completed;

(iii) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body is pending or, to the knowledge of the Authorized Officers of the Trust executing the Financing Agreement, threatened seeking to restrain or enjoin the execution and delivery of the Financing Agreement, or contesting or affecting the validity thereof or hereof; and neither the existence of the Trust nor the title to office of any Trustee of the Trust or any Authorized Officer of the Trust executing the Financing Agreement is being contested;

(iv) The authorization, execution and delivery of the Financing Agreement, and performance thereof, will not constitute a breach of, or a default under, any law, resolution, agreement, indenture or other instrument to which the Trust is a party or by which it is bound; and

(v) The Financing Agreement is a valid obligation of the Trust, enforceable in accordance with its terms and the terms of the Enabling Act.

### **Section 3. The Loan.**

(a) On the terms and conditions provided herein, in the Financing Agreement, and in the Project Regulatory Agreement, the Trust hereby agrees to make and disburse the Loan to the Borrower and the Borrower agrees to accept the Loan in an aggregate amount equal to the Initial Obligation Amount; provided, however, that if the Project Regulatory Agreement is revoked or otherwise terminated by the Department for any reason prior to the disbursement of proceeds of the Loan to the Borrower, then the obligation of the Trust to make and disburse the Loan to the Borrower, including without limitation the obligation of the Trust to make and disburse any Interim Loan, shall be null and void and the Financing Agreement shall terminate. For purposes of compliance with provisions of the applicable Federal Act restricting the use of moneys within the Water Pollution Abatement Revolving Fund and the Drinking Water Revolving Fund, any Local Governmental Obligations purchased to evidence the Borrower's repayment obligations under a Loan shall be deemed to be held for the credit of the Water Pollution Abatement Revolving Fund or Drinking Water Revolving Fund, as applicable.

(b) In addition to the conditions provided in Section 6 hereof, the Borrower acknowledges that the obligation of the Trust to make the Loan and to disburse the proceeds thereof to the Borrower in whole or in part as provided in Section 7 hereof is conditional upon

the receipt by the Trust on or before such date of moneys available to the Trust for such purpose in amounts sufficient to fund the amount of the Loan to be disbursed on such date. Subject to compliance with the applicable Federal Act, the Enabling Act and the Master Trust Agreement, the Trust shall draw upon and apply such lawfully available funds as promptly as practicable and as lawfully permitted and shall deposit or cause the Master Trustee to deposit the amounts so received or so much thereof as the Trust shall direct in the Project Accounts at the times and in the amounts directed by the Trust until the aggregate amount so deposited equals the Initial Obligation Amount (or such lesser amount). Amounts deposited in the Project Accounts shall be applied as provided herein and in the Master Trust Agreement.

(c) The Borrower agrees to issue and deliver the Local Governmental Obligations, or other evidence of indebtedness, to the Trust on the Closing Date in aggregate principal amount equal to the Initial Obligation Amount. Subject to Section 11 hereof, the Local Governmental Obligations, or other evidence of indebtedness, shall be issued in such form as shall be approved by the Trust and shall be payable on the Payment Dates and in the aggregate amounts as to principal and interest corresponding to the Payments required under the Financing Agreement. Except as otherwise provided in Section 4 hereof, the Principal Obligation, and the corresponding principal amount of the Local Governmental Obligations, or other evidence of indebtedness, shall mature and bear interest in the amounts for each Payment specified in Schedule C of the Financing Agreement.

(d) Each Payment made by or for the account of the Borrower under the Financing Agreement shall satisfy the corresponding obligation of the Borrower to pay the principal and interest, if any, then due on the Local Governmental Obligations, or other evidence of indebtedness, as the same becomes due on the applicable payment dates therefor, and each payment of principal and interest made by the Borrower on the Local Governmental Obligations, or other evidence of indebtedness, shall satisfy the obligation of the Borrower to pay the corresponding Payment on the Loan then due under the Financing Agreement.

#### **Section 4. Payments.**

(a) Except as otherwise provided in this Section 4, Payments on account of the Principal Obligation and interest thereon, if any, shall be payable by the Borrower, on the Payment Dates and in the amounts set forth in Schedule C of the Financing Agreement. In addition to such Payments, the Borrower shall pay to the Trust the Administrative Fee and the Origination Fee on the Payment Dates and in the amounts set forth in Schedule C of the Financing Agreement, which fees shall be subject to annual appropriation by the Borrower. The Trust and the Borrower acknowledge and agree that the schedule of Payments set forth in Schedule C of the Financing Agreement results in the Loan being the financial equivalent of a loan to the Borrower at an interest rate not in excess of two percent (2%) for a term of not in excess of 20 years.

(b) The Trust shall provide the Borrower with written notice of each Payment, Administrative Fee and the Origination Fee due under the Financing Agreement not less than ten (10) Business Days in advance of the applicable Payment Date (provided failure by the Trust to provide such notice or any defect therein shall not diminish the obligation of the Borrower to pay such Payment, Administrative Fee and the Origination Fee in the amounts and at the time

provided herein). On or prior to each Payment Date, the Borrower shall pay to the Master Trustee for the account of the Trust, by wire transfer to such account or otherwise in such manner as the Trust may from time to time designate to the Borrower, (i) the Payment then due as set forth in Schedule C of the Financing Agreement, as such schedule may be amended from time to time as provided in this Section 4, and (ii) the Administrative Fee due on such Payment Date set forth in said Schedule C and (iii) on the first Payment Date, the Origination Fee then due on the Loan set forth in said Schedule C. Except as otherwise provided in Section 9(e) hereof, all payments made by the Borrower under the Financing Agreement shall be applied, *first*, to the interest, if any, on the Loan then due and payable, *second*, to the principal amount of the Loan then due and payable, *third*, to the Administrative Fee then due and payable and, *fourth*, to the Origination Fee then due and payable. Any portion of a Payment or Administrative Fee or Origination Fee not paid in full when due shall bear interest under the Financing Agreement until paid at twelve percent (12%) per annum.

(c) The Borrower acknowledges that the Department, in the exercise of its audit procedures under each Project Regulatory Agreement, may reclassify certain Project Costs paid by the Trust from the Loan or Interim Loan, as ineligible for financial assistance under Section 6 of the Enabling Act. In such event, unless the Borrower shall elect to repay such amount as hereinafter provided, on and after the date of such determination by the Department, a portion of the Principal Obligation (determined on a Pro-Rata Basis as hereinafter defined), equal to the amount of such ineligible Project Costs, shall bear interest at the Discount Rate at the time of such determination. As used in this subsection (c), the term “Pro-Rata Basis” means the portion of each payment allocable to the principal amount of the Loan or Interim Loan, as applicable, payable under the Financing Agreement subsequent to the date of a determination by the Department as described in this subsection (c) as is equal, as nearly as practicable, to the ratio by which the amount of ineligible Project Costs paid by the Trust from the Loan or Interim Loan bears to the total Principal Obligation or total principal amount of the Interim Loan, as applicable, then outstanding. Upon any such occurrence the Trust shall recalculate the payments thereafter payable with respect to the Loan or Interim Loan, as applicable, shall certify such amounts to the Borrower and shall amend Schedule C of the Financing Agreement to reflect the increased payments thereafter payable under the Financing Agreement, and shall surrender the Local Governmental Obligations, Interim Loan Notes or other evidence of indebtedness, as applicable, to the Borrower in exchange for an amended or substitute instrument, reflecting such change in payments. Notwithstanding the foregoing, within thirty (30) Business Days of receipt by the Borrower from the Department or the Trust of written notice that an amount of Project Costs paid by the Trust from the Loan or Interim Loan has been determined by the Department pursuant to the applicable Project Regulatory Agreement to be ineligible for financial assistance under Section 6 of the Enabling Act, the Borrower may (and shall upon demand of the Department with respect to any such amount determined by the Department to be ineligible for funding under the applicable Federal Act) repay such amount to the Trust for redeposit in the applicable account, and the amount so repaid shall be deemed to not have been disbursed by the Trust from the Loan or Interim Loan Account for ineligible Project Costs for purposes of this subsection (c).

(d) The Borrower further acknowledges that the Department, in the exercise of its rights under the Project Regulatory Agreement, may terminate the Project Regulatory Agreement after disbursement of some or all of the amount of the Loan or Interim Loan to the Borrower. In

such event, the obligation of the Trust to disburse additional amounts of the Loan or Interim Loan to the Borrower shall terminate and the Borrower shall repay to the Trust the amount theretofore disbursed within thirty (30) days of receipt by the Borrower from the Trust of written notice that the Project Regulatory Agreement has been terminated by the Department and, until so repaid, such amount shall bear interest at the Interest Rate (if disbursed from the Loan) or Interim Loan Interest Rate, if any (if disbursed from the Interim Loan).

(e) Notwithstanding any provision of the Financing Agreement to the contrary, the Borrower and the Trust acknowledge and agree that Schedule C of the Financing Agreement incorporates a schedule of Payments calculated based on the assumption that the Closing Date will be the date indicated in Schedule A of the Financing Agreement. If the Closing Date is different from the date indicated in said Schedule A, the Trust will amend Schedule C to the Financing Agreement (and deliver to the Borrower a copy thereof together with the notice of change in the Closing Date the Trust is required to provide to the Borrower pursuant to Section 6(a) hereof) to adjust the Payments to take into account the actual Closing Date and the accrual of interest on the Loan from such date.

(f) Notwithstanding anything in the Financing Agreement or in the Project Regulatory Agreement to the contrary, all amounts received by the Borrower in payment or prepayment of the obligations of homeowners under the underlying betterment agreements made in connection with a Title 5 Project financed by a Loan or Interim Loan shall be applied by the Borrower either (i) to assist eligible homeowners to upgrade failing septic systems and otherwise to comply with Title 5 through additional betterment agreements with homeowners, or (ii) to pay or provide for all or a portion of the Payments due on the Loan, or payments of principal or interest due on the related Interim Loan, as the case may be, under the Financing Agreement.

## **Section 5. Prepayments.**

(a) The Principal Obligation shall not be subject to prepayment at the option of the Borrower prior to maturity without the prior written consent of the Trust.

(b) The Principal Obligation, and the corresponding principal amount of the Loan, shall be subject to prepayment in part to the extent of any balance remaining in a Project Account upon the receipt by the Trust of the applicable Project Completion Certificate as provided in Section 7(d) hereof at a prepayment price equal to (i) the Principal Obligation so prepaid plus interest, if any, accrued thereon to the prepayment date, plus (ii) an amount equal to all costs of the Trust incurred in connection with such prepayment (including without limitation trustee's fees and expenses, reasonable attorney's fees, and costs, if any, of any corresponding redemption of Bonds, if applicable).

(c) The Principal Obligation, and the corresponding principal amount of the Loan, shall be subject to prepayment at the request of the Trust in whole or in part upon not less than thirty (30) days' notice to the Borrower to the extent of any balance remaining in a Project Account upon a date designated by the Trust, which date shall be not earlier than twenty (20) months or later than twenty-four (24) months following the Closing Date, at a prepayment price equal to the Principal Obligation so prepaid plus interest, if any, accrued thereon to the prepayment date. In the event that the Project is not yet complete due to extenuating



circumstances, the Borrower may submit to the Trust a written request for extension providing a compelling and detailed description of all of the relevant facts and circumstances. The Trust may, in its sole and absolute discretion, provide an extension to a date not later than thirty-six (36) Months following the Closing Date.

(d) Unless the Trust shall otherwise agree, any balance in a Project Account, and any Prepayment under the Financing Agreement of less than all of the Principal Obligation, shall be applied pro rata to each scheduled Payment allocable to the principal of the Loan. Upon any prepayment of the Loan in part, the Trust shall amend the schedule of Payments set forth in Schedule C to the Financing Agreement to reflect such prepayment.

## **Section 6. Closing.**

(a) In addition to the conditions provided in Section 3 of these Terms and Conditions, the obligation of the Trust to make and fund the Loan is expressly conditional upon the receipt by the Trust on or before the Closing Date (which date shall be the date set forth in Schedule A of the Financing Agreement or such earlier or later date as may be designated by the Trust by written notice delivered to the Borrower not less than twenty (20) days prior to such earlier date or, if the Closing Date is to be a later date, not less than twenty (20) days prior to the date set forth in Schedule A of the Financing Agreement) of the following, each in form and substance satisfactory to the Trust:

(i) Copies, certified by an Authorized Officer of the Borrower, of all governmental or corporate proceedings of the Borrower authorizing the Loan and the issuance of the Local Governmental Obligations or other evidence of indebtedness and the execution and delivery or adoption, as applicable, of the Financing Documents;

(ii) A certificate or certificates of Authorized Officers of the Borrower confirming as of the Closing Date the representations and warranties of the Borrower in Section 2 hereof;

(iii) A certificate of Authorized Officers of the Borrower as to the due authorization, execution, delivery and adoption, as applicable, of the Financing Documents related to the Loan, and to the effect that (x) none of the foregoing instruments have been amended or supplemented since their date (except such amendments or supplements which have been approved by the Trust or the Department, as applicable, or which under the terms of the applicable instrument may be executed and delivered or adopted by the Borrower without the consent of the Trust or the Department) or repealed and that each such instrument remains in full force and effect as of the Closing Date, and (y) as of the Closing Date, no Event of Default or Default, as applicable, and no event which with the passage of time or the giving of notice may become or may be declared to be an Event of Default or a Default, shall have happened and shall be continuing under such Financing Documents;

(iv) An opinion of Local Bond Counsel to the effect that the Financing Documents related to the Loan, and the execution, delivery and adoption thereof, as applicable, have been duly authorized by the Borrower in accordance with the Applicable

Authority; such Financing Agreement and each Project Regulatory Agreement and any Additional Security have been duly and validly executed and delivered by the Borrower, as applicable, and each constitutes a valid and binding obligation of the Borrower enforceable in accordance with its terms; the Local Governmental Obligations, or other evidence of indebtedness, and any Additional Security have been duly and validly executed by or on behalf of the Borrower and delivered to or upon the order of the Trust in accordance with the Financing Agreement and the Applicable Authority; and the Local Governmental Obligations, or other evidence of indebtedness, and any Additional Security constitute, as applicable, (1) valid and binding general obligations of the Borrower enforceable in accordance with their terms and payable as to principal, premium, if any, and interest (to the extent not paid from other sources) from (a) taxes which may be levied upon all taxable property within the territorial boundaries of the Borrower, subject only to the limit imposed by Chapter 59, Section 21C of the General Laws of the Commonwealth to the extent applicable to the Local Governmental Obligations, provided that taxes levied on certain taxable property located within a development district, if any, established by the Borrower pursuant to Chapter 40Q of the General Laws may be restricted and unavailable to pay debt service on the Local Governmental Obligations or (b) sums which may be annually apportioned and assessed by the Borrower on its Participating Members pursuant to the Applicable Authority, or (2) valid and binding obligations of the Borrower enforceable in accordance with their terms and the terms of any Additional Security and entitled to the benefits thereof and the Applicable Authority (in rendering the foregoing opinion, such counsel may take an exception on account of bankruptcy, insolvency and other laws affecting creditors' rights generally and to the exercise of judicial discretion in accordance with general equitable principles);

(v) The Local Governmental Obligations, or other evidence of indebtedness, in such denominations and registered to such registered owners, as the Trust shall designate pursuant to Section 11 hereof;

(vi) To the extent required under Section 8(f) hereof, a Continuing Disclosure Agreement, duly executed by the Borrower, in form and substance satisfactory to the Trust; and

(vii) Such further instruments, certificates and opinions as the Trust or its counsel may reasonably request to confirm, as of the Closing Date, the truth and accuracy of the statements made herein and in each Application by the Borrower and compliance, as of the Closing Date, by the Borrower with the provisions hereof and of each Project Regulatory Agreement, the Enabling Act, the Applicable Authority, and the applicable Federal Act.

(b) In addition to any other conditions expressly provided herein, the obligation of the Borrower to accept the Loan and issue the Local Governmental Obligations or other evidence of indebtedness, to the Trust on the Closing Date is expressly conditioned upon the delivery to the Borrower or to the Master Trustee, if applicable, on or before the Closing Date of the following,



each to be in form and substance satisfactory to the Borrower and to be made available to the Borrower upon its request:

(i) Copies, certified by an Authorized Officer of the Trust, of all governmental proceedings of the Trust authorizing the Loan and the execution and delivery of the Financing Agreement;

(ii) A certificate or certificates of an Authorized Officer of the Trust confirming as of the Closing Date the representations and warranties of the Trust in Section 2 hereof; and

(iii) An opinion or opinions of counsel to the Trust (who may also be counsel to the Borrower) to the effect that the Trust is duly created and validly existing under the Enabling Act and has the right and power thereunder to execute the Financing Agreement and to make the Loan; the Financing Agreement and the execution and delivery thereof by the Trust have been duly and lawfully authorized by the Trust; and that the Financing Agreement has been duly and lawfully executed and delivered by the Trust, is in full force and effect and is valid and binding on the Trust and enforceable in accordance with its terms (subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally and to the exercise of judicial discretion in accordance with general equitable principles).

#### **Section 7. Disbursement of Proceeds.**

(a) On the Closing Date the Trust shall credit to the payment of the principal of the Interim Loan, if any, such portion of the proceeds of the Loan as shall be necessary to pay such principal in full (subject to Section 10(e)). Any proceeds of the Loan remaining after such payment of principal of the Interim Loan, if any, shall be deposited in the Project Account and applied by the Trust to finance or refinance Costs of the Project as provided herein, in the related Project Regulatory Agreement and in the Master Trust Agreement. Only amounts on deposit in the Project Account representing moneys of the Trust deposited therein as provided in the Financing Agreement and the Master Trust Agreement shall be available to pay Costs of the Project. Amounts in the Project Account shall be invested by the Trust, and all earnings on investment or deposit of amounts in the Project Account shall be applied by the Trust as provided in the Master Trust Agreement. The Borrower shall have no interest in such earnings.

(b) So long as no Event of Default shall have happened and be continuing hereunder or under the Financing Agreement, but subject to Section 3(b) and Section 10 of these Terms and Conditions, within a reasonable period of time from receipt by the Trust of one or more requisitions in form satisfactory to the Trust signed by an Authorized Officer of the Borrower and approved by the Department as provided in the applicable Project Regulatory Agreement, the Trust shall disburse or direct the Master Trustee to disburse to or for the account of the Borrower as directed in such requisitions the amount or amounts set forth therein and approved by the Department solely to finance or, to the extent provided in the applicable Project Regulatory Agreement, refinance Costs of the applicable Project.

(c) Notwithstanding anything herein or in any Project Regulatory Agreement to the contrary, if all or any portion of the Project Costs financed under the Financing Agreement shall have been paid by the Borrower from the proceeds of outstanding notes or other temporary indebtedness issued or incurred in anticipation of the Loan, any amount paid to the Borrower pursuant to this Section 7 in reimbursement for such Costs shall be held and applied by the Borrower (unless otherwise approved by the Trust) solely to pay or provide for the principal of such notes or other indebtedness when due in accordance with the Enabling Act and the Applicable Authority. The Borrower acknowledges that the Trust shall have no responsibility for the holding, investment or application of any amounts paid to or for the account of the Borrower for such purpose. Notwithstanding anything herein to the contrary, if on the Closing Date any Interim Loan shall be outstanding and unpaid under Section 10 of the Financing Agreement, the Trust shall apply to the payment of the principal of the Interim Loan such portion of the proceeds of the Loan as shall be necessary to pay such principal in full (subject to Section 10(e)).

(d) Upon receipt by the Trust of the Project Completion Certificate for a Project described in the related Project Regulatory Agreement, any balance remaining on deposit in the applicable Project Account not then payable to or for the account of the Borrower in accordance with the Project Completion Certificate shall be applied at the direction of the Borrower with the prior approval of the Trust to (i) additional Costs of the applicable Project upon amendment of the definition thereof approved by the Department or (ii) the prepayment of the Principal Obligation as provided in Section 5(b) hereof.

(e) Notwithstanding anything herein or in any Project Regulatory Agreement to the contrary, the Trust shall not be required to deposit in each Project Account established in accordance with the Financing Agreement an amount in the aggregate in excess of the eligible Costs of the applicable Project to be financed or refinanced by the Loan as set forth in the applicable Project Approval Certificate and the related Project Regulatory Agreement. In addition, the Trust shall not be required to make any deposits to a Project Account or to direct the Master Trustee to disburse therefrom any amount to or for the account of the Borrower while an Event of Default shall have occurred and be continuing hereunder or under the Financing Agreement or, if directed by the Department, while a Default (as defined in the related Project Regulatory Agreement) shall have occurred and be continuing under the related Project Regulatory Agreement. If an Event of Default shall have occurred and be continuing hereunder or under the Financing Agreement, the Trust may apply amounts on deposit in any Project Account to remedy such default as provided in Section 9(b) hereof and the amount available under the Financing Agreement for Project Costs will be correspondingly reduced.

**Section 8. Particular Covenants of the Borrower.** The Borrower covenants and agrees as follows:

(a) The Borrower is duly authorized under the Enabling Act, the Applicable Authority and all other applicable law to authorize the execution, delivery and adoption, as applicable, of the Financing Documents, to accept the Loan, to undertake each Project and to perform and consummate all transactions contemplated by the foregoing. For so long as the Loan or the Local Governmental Obligations shall be outstanding, the Borrower shall comply with the provisions of the Financing Documents and all provisions of law applicable to the Loan,

any Interim Loan, each Project, any Additional Security, and the Local Governmental Obligations, or other evidence of indebtedness, including without limitation the Enabling Act, the Applicable Authority, the applicable Federal Act and the DEP Regulations, and shall take all actions necessary to fulfill its obligations under the Financing Agreement and under any of the foregoing.

(b) At the date hereof, at the date of delivery of any Interim Loan and at the Closing Date, no mortgage, pledge, lien, security interest or other encumbrance exists or will exist in or upon, or is or will be otherwise outstanding with respect to (1) any Project or the System, if any, or any part thereof or (2) all or any part of, as applicable, the betterments, rates, charges or other revenues derived by the Borrower from its ownership and operation thereof or (3) any Additional Security. For so long as the Loan, the Local Governmental Obligations or any Interim Loan shall be outstanding, without the prior written consent of the Trust, the Borrower shall not mortgage, pledge, grant any lien on or security interest in or otherwise encumber or permit the encumbrance of, any Project or the System, if any, or, as applicable, the betterments, rates, charges or other revenues derived by the Borrower from its ownership and operation thereof or any part thereof or any Additional Security unless simultaneously therewith the Borrower shall grant to the Trust to further secure its obligations under the Financing Agreement and the Local Governmental Obligations, or other evidence of indebtedness, a mortgage, pledge, lien on or security interest in such property superior to such new encumbrance.

(c) The Borrower shall apply the proceeds of the Loan and any Interim Loan solely to the payment or reimbursement of Project Costs, or to the refinancing of the same as provided in each Project Regulatory Agreement, or as otherwise provided herein and in each Project Regulatory Agreement.

(d) The Borrower acknowledges that by accepting the Loan or any Interim Loan it may be a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996 (the "SAA"). The Borrower further acknowledges that a Project financed or refinanced under the Financing Agreement may be designated by the Trust as a project to which the SAA shall apply. In such event, the Borrower shall conduct a single audit of its use of federal financial assistance for the Project in accordance with the reporting requirements of Office of Management and Budget Circular A-133. Whether or not a Project is so designated, for so long as the Loan, any Interim Loan or the Local Governmental Obligations shall be outstanding the Borrower shall maintain all records and accounts pertaining to the Loan, any Interim Loan, the Local Governmental Obligations, each Project and the System, if any, for such period and as otherwise required by the applicable Federal Act, the DEP Regulations and each Project Regulatory Agreement and shall furnish to the Trust and the Department all reports thereon at the times and in the form required by the applicable Federal Act, the DEP Regulations and each Project Regulatory Agreement or as otherwise reasonably requested by the Trust or the Department. The Borrower shall permit the Trust or any party designated by it upon reasonable prior notice to the Borrower to examine, visit and inspect each Project and the System, if any, and to inspect and make copies of any accounts, books and records of the Borrower pertaining to the Project, the System, if any, the Loan, any Interim Loan or the Local Governmental Obligations.

(e) If any Event of Default described in clause (i) of subsection 9(a) hereof shall occur and be continuing, the Borrower shall promptly upon request of the Trust provide such information to the Trust as shall be necessary for the Trust to exercise the rights provided in Section 11 of the Enabling Act with respect to the Local Aid Distributions of the Borrower and, as applicable, any Participating Member thereof and any parent governmental unit of the Borrower and any such Participating Member. In addition, the Borrower shall provide written notice to the Trust if at any time while the Loan or any Interim Loan is outstanding any Participating Member of the Borrower shall fail to pay to the Borrower all or any part of any assessment levied by the Borrower on account of any payment and such failure shall not be cured within ten (10) Business Days of the due date of such assessment, such notice to be provided to the Trust no later than the close of business on the Business Day next preceding the expiration of such grace period.

(f) The Trust shall provide written notice to the Borrower if at any time the Borrower shall constitute an obligated person with respect to the Bonds within the meaning of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Thereafter, for so long as the Borrower shall constitute an obligated person, the Borrower will comply with and carry out all of the provisions of the Continuing Disclosure Agreement applicable to it and the Local Governmental Obligations. The Trust shall have no liability to the owners of the Bonds or any other person with respect to such disclosure matters. Notwithstanding any other provision of the Financing Agreement, failure of the Borrower to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default under the Financing Agreement; provided, however, that the Trust may (and at the request of the owners of at least 25% in aggregate principal amount of the Bonds outstanding shall), or any owner (including a beneficial owner) of the Bonds may, take such actions as may be necessary or appropriate, including seeking mandate or specific performance by court order, to cause the Borrower to comply with its obligations under this clause (f).

(g) (i) With respect to a Project for construction that is not a Title 5 Project, the Borrower agrees to comply with the prevailing wage rate requirements of the so-called “Davis-Bacon Act” made applicable by Section 513 of the Clean Water Act (33 U.S.C. 1372) or Section 1450(e) of the Safe Drinking Water Act (42 U.S.C. 300j-9(e)), as applicable. The Borrower shall be responsible for monitoring compliance of contractors and subcontractors concerning federal wage rates under the Davis-Bacon Act requirements. In this regard, the Borrower agrees to incorporate wage rate determinations into contract solicitations, include required contract terms into all construction contracts and subcontracts in excess of \$2,000, review subcontracts for compliance, review certified payrolls, conduct employee interviews and complete any other actions required to determine such compliance, all using forms approved by the Department.

(ii) With respect to a Clean Water Project for a treatment works (other than a Title 5 Project) or a Drinking Water Project for public water systems, the Borrower agrees to comply with the requirements of Section 436 of Pub. L. 113-76 (the “American Iron and Steel Requirement”), except as described below. The Borrower acknowledges and agrees that the American Iron and Steel Requirement includes, among others, the requirement that all of the Iron and Steel Products used in the Project are to be produced in the United States unless (A) the Borrower has requested and obtained a waiver of the

American Iron and Steel Requirement from the EPA with respect to the Project or (B) the Department has advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

(iii) With respect to a Clean Water Project for repair, replacement or expansion of a treatment works, the Borrower agrees (A) to develop and implement a fiscal sustainability plan applicable to the Project that includes: an inventory of critical assets that are a part of the treatment works; an evaluation of the condition and performance of inventoried assets or asset groupings; a certification that the Borrower has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing and, as necessary, replacing the treatment works and a plan for funding such activities; and (B) to certify, as a condition of the final disbursement of the proceeds of the Loan or any Interim Loan, that the Borrower has developed and implemented a plan that meets the requirements under clause (A).

(iv) The Borrower certifies that it is not ‘excluded’ or ‘disqualified’ (as such terms are defined in 2 CFR Part 180). The Borrower covenants to comply with 2 CFR Part 180, Subpart C and to require its contractors to comply with said Subpart C, including to pass down the requirement of such compliance to its subcontractors and to each lower tier transaction.

(v) The Borrower agrees (A) to make the Six Good Faith Efforts whenever procuring construction, equipment, services and supplies with proceeds of the Loan and to retain records of such compliance. For this purpose, the “Six Good Faith Efforts” means: (1) ensure Disadvantaged Business Enterprises (as defined in 40 CFR 33.103, “DBEs”) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities (e.g., placing DBEs on solicitation lists and soliciting them whenever they are potential sources); (2) make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process (including, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date); (3) consider in the contracting process whether firms competing for large contracts could subcontract with DBEs (e.g., dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process); (4) encourage contracting with a consortium of DBEs when a contract is too large for one DBE firm to handle individually; (5) use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce; and (6) if the prime contractor awards subcontracts, require the prime contractor to take the steps (1) through (5) of this definition.

(vi) If the Borrower (A) is subject to, or chooses to follow, competitive bidding requirements and (B) the Borrower has received one or more Loans from the Trust in with a combined total of more than \$250,000 in any one fiscal year, then the Borrower agrees to create and maintain a bidders list as described in 40 CFR 33.501.



(vii) The Borrower acknowledges that the EPA must ensure that any connections between the Borrower's network or information system and EPA networks used by the Borrower to transfer data under the Financing Agreement, are secure. For this purpose, a "connection" is defined as a dedicated persistent interface between the Borrower's information technology ("IT") system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the Borrower's connections, as so defined, do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the Borrower agrees to contact the EPA project officer and work with the designated EPA regional/headquarters information security officer to ensure that the connections meet EPA security requirements, including entering into interconnection service agreements, as appropriate. This covenant does not apply to manual entry of data by the Borrower into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(h) The Borrower shall comply with (A) the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102; Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 95-500; and all Executive Orders and regulations promulgated under the foregoing; and (B) all other applicable federal cross-cutting authorities (see Schedule I hereto for a non-exhaustive list of such authorities). In addition, the Borrower specifically acknowledges that the Project must undergo a state environmental review process that conforms generally to the National Environmental Policy Act of 1969, as amended (NEPA), as provided in the Project Regulatory Agreement.

(i) The Borrower will maintain accounts with respect to the Project according to generally accepted accounting principles as issued by the Governmental Accounting Standards Board (GASB), including the standards relating to the reporting of infrastructure assets pursuant to GASB Statement No. 34, or any successor thereto.

(j) The Borrower acknowledges that by accepting the Loan or any Interim Loan the Project shall be subject to the prohibition on certain telecommunications and video surveillance services or equipment set forth in Section 889 of Pub. L. 115-232 and 2 CFR 200.216 (the "Prohibition"). The Borrower agrees that proceeds of the Loan or any Interim Loan under this Financing Agreement shall not be used to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, system or service that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. For purposes of this Section 8(j), "covered telecommunications equipment or services" means any of the following: (A) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (B) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (C) telecommunications or video surveillance services provided by such entities or using such equipment; or (D) telecommunications or video surveillance equipment or services

produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China. The Borrower further agrees that it will include a condition in each construction contract for the Project that the contractor will: (i) comply with the Prohibition; and (ii) pass down the requirement to comply with the Prohibition in any subcontract or other lower tier contract with respect to such Project. Certain equipment, systems or services subject to the Prohibition are recorded in the United States' System for Award Management, however, the Borrower acknowledges that there is no exhaustive list of components and services that fall under the Prohibition.

(k) The Borrower acknowledges that by accepting the Loan or any Interim Loan the Project shall be subject to the Build America, Buy America Requirements (defined below). The Borrower shall: (1) comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58) which the Borrower understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Borrower has requested and obtained a waiver from the cognizant Federal agency pertaining to the Project (i.e. the Federal agency contributing the greatest amount of Federal funds to the Project) or the Project is otherwise covered by a general applicability waiver or (ii) the EPA and all of the contributing Federal agencies (if any) have otherwise advised the Borrower in writing that the Build America, Buy America Requirements are not applicable to the Project; and (2) comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or the Commonwealth), such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (x) each contract and subcontract related to the Project is subject to audit by appropriate federal and Commonwealth entities and (y) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of the maturity of the Loan or Local Governmental Obligations or any Interim Loan, termination and/or repayment of other types of financial assistance, and/or other remedial actions. To the extent the Project is subject to the Build America, Buy America Requirements, the Borrower acknowledges and agrees that each construction contract related to the Project shall contain a clause requiring compliance with such requirements, substantially as follows:

*"The [Contractor] acknowledges to and for the benefit of [Borrower] ("Owner") and the Massachusetts Clean Water Trust (the "Funding Authority") that it understands the goods and services under this [Agreement] are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this [Agreement]. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding*

*Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this [Agreement], any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this [Agreement] necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority."*

(l) For construction Projects, the Borrower agrees to comply with signage requirements consistent with EPA guidance as follows:

(i) *Investing in America Emblem.* The Borrower will ensure that a sign is placed at construction sites supported in whole or in part by Loan displaying the official *Investing in America* emblem and must identify the Project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act," as applicable. Construction is defined at 40 CFR 33.103 as "erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply." The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. The Borrower will ensure compliance with the guidelines and design specifications provided by EPA for using the official *Investing in America* emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

(ii) *Procuring Signs.* Consistent with Section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, the Borrower is encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, the Borrower is encouraged to translate the



language on signs (excluding the official *Investing in America* emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

(iii) *Public or Media Events.* The Borrower is encouraged to notify the EPA of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

(m) The Borrower represents that it has complied, and will continue to comply, with the Federal Flood Risk Management Standard defined by Executive Order No. 11988, as amended by Executive Order No. 13960, and made applicable to the Project by Executive Order 14030 (*i.e.* it has determined whether the Project is located in or will affect a floodplain; if so, it has prepared a floodplain assessment and sought alternate locations; if there is no practical alternative location, it has documented the mitigating measures or design modifications taken to reduce the threat to the floodplain from Project and has informed the Project-area community as to the need for the Project to be located where it is).

(n) The Borrower acknowledges and agrees that the Commonwealth, directly and through its instrumentality, the Trust, reserves its rights to assert claims and causes of action against, and to recover funds from, third parties (including without limitation product manufacturers) that caused or contributed to or are otherwise liable for per- and poly-fluoroalkyl substances (PFAS) contamination impacting the drinking water, groundwater, surface waters or environment in the Commonwealth in any manner. Nothing in these Terms and Conditions or in the Financing Agreement is intended to impede the Borrower's independent rights to pursue any such claims or causes of action.

(o) ~~(n)~~ For so long as the Loan or any Interim Loan or Local Governmental Obligations shall be outstanding, the Borrower shall duly observe and comply with each of the additional covenants and conditions set forth in Schedule D of the Financing Agreement.

## **Section 9. Defaults and Remedies.**

(a) The occurrence of any of the following events shall constitute, and is herein defined to be, an Event of Default under the Financing Agreement and the Local Governmental Obligations, or other evidence of indebtedness:

(i) if the Borrower shall fail to pay when due all or any part of any payment of principal of or interest on the Loan, any Interim Loan or the Local Governmental Obligations, or other evidence of indebtedness;

(ii) if the Borrower shall fail to pay when due any installment of the Administrative Fee payable under the Financing Agreement or the Origination Fee or any portion thereof and such failure shall continue for a period of thirty (30) days after written notice thereof shall be given to the Borrower by the Trust;

(iii) if the Borrower shall fail to perform and observe any covenant, agreement or condition on its part provided in the Financing Agreement or in the Local Governmental Obligations, or other evidence of indebtedness, or in any Additional Security, which failure is not addressed in another clause of this Section 9(a), and such failure shall continue for a period of thirty (30) days after written notice thereof shall be given to the Borrower by the Trust; provided if such failure cannot be remedied within such thirty (30) day period, it shall not constitute an Event of Default under the Financing Agreement if corrective action satisfactory to the Trust is instituted by the Borrower within such period and diligently pursued until the failure is remedied;

(iv) if any representation or warranty made by or on behalf of the Borrower in the Financing Agreement or in any Application or in any Additional Security shall prove to have been incorrect or to be misleading in any material respect as and when made;

(v) if (x) an order, judgment or decree is entered by a court of competent jurisdiction (a) appointing a receiver, trustee, or liquidator for the Borrower or the whole or any substantial part of any Project or the System, if any, (b) granting relief in involuntary proceedings with respect to the Borrower under the federal bankruptcy act, or (c) assuming custody or control of the Borrower or of the whole or any substantial part of any Project or the System, if any, under the provision of any law for the relief of debtors, and the order, judgment or decree is not set aside or stayed within sixty (60) days from the date of entry of the order, judgment or decree or (y) the Borrower (a) admits in writing its inability to pay its debts generally as they become due, (b) commences voluntary proceedings in bankruptcy or seeking a composition of indebtedness, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a receiver of the whole or any substantial part of any Project or the System, if any, or (e) consents to the assumption by any court of competent jurisdiction under any law for the relief of debtors of custody or control of the Borrower or of the whole or any substantial part of any Project or the System, if any, or (z) legislation shall be enacted by the Commonwealth (a) appointing a receiver or trustee for the Borrower or the whole or any substantial part of any Project or the System, if any, or (b) assuming custody or control of the Borrower or of the whole or any substantial part of any Project or the System, if any, or (c) providing for a moratorium upon the payment of the principal of or interest on the Loan, any Interim Loan or the Local Governmental Obligations;

(vi) if the Borrower shall fail to pay when due (whether at maturity or upon redemption or otherwise) any principal of or interest on any indebtedness of the Borrower for borrowed money, other than the Loan, any Interim Loan, the Local Governmental Obligations and indebtedness described in Chapter 40D of the General Laws of the Commonwealth;

(vii) if an 'event of default' (however defined) shall occur in any Additional Security (giving effect to all applicable grace and cure periods, if any, set forth in such Additional Security); and

(viii) if a Default shall occur under a Project Regulatory Agreement (as defined therein) and the Department shall request that the Trust declare an Event of Default under the Financing Agreement.

(b) In addition to its other remedies provided herein, if an Event of Default specified in clause (i) or clause (v) of subsection 9(a) hereof shall occur and be continuing, the Trust may proceed to enforce its rights under the Financing Agreement and under the Local Governmental Obligations, or other evidence of indebtedness, by exercise of the following remedies in such order of priority as the Trust shall determine in its discretion:

(i) if any Payments shall be due and unpaid under the Financing Agreement, the Trust may exercise the rights provided in Section 11 of the Enabling Act with respect to the Local Aid Distributions of the Borrower and, as applicable, any Participating Member thereof and any parent governmental unit of the Borrower and any such Participating Member;

(ii) if any payments of principal of or interest on the Loan or any Interim Loan shall be due and unpaid under the Financing Agreement, the Trust may apply to such default any or all undisbursed amounts allocable to the Loan, the Interim Loan, if any, or any other loan or interim loan made by the Trust to the Borrower; or

(iii) by notice to the Borrower the Trust may declare the principal of the Loan and any Interim Loan and all payments on account of principal or interest payable thereon, and the corresponding principal amount of the Local Governmental Obligations, to be immediately due and payable and, upon such declaration, the Principal Obligation, principal of any Interim Loan and all interest, if any, accrued thereon shall be and become immediately due and payable, anything herein or in the Local Governmental Obligations, or other evidence of indebtedness, to the contrary notwithstanding.

(c) If an Event of Default specified in clause (~~viii~~viii) of subsection 9(a) shall occur and be continuing, the Trust shall, if directed by the Department, exercise on behalf of the Department any and all remedies available to the Department upon a Default under the applicable Project Regulatory Agreement.

(d) Notwithstanding anything herein to the contrary, if any Event of Default under the Financing Agreement or in any Additional Security shall occur and be continuing, the Trust may proceed to protect its rights under the Financing Agreement, and may seek to compel compliance by the Borrower with the terms and provisions hereof and of the Local Governmental Obligations, or other evidence of indebtedness and of any Additional Security, by suit or suits in equity or at law, for the specific performance of any covenant, term or condition hereof or thereof, or in aid of the execution of any power granted herein or therein, and, except as herein limited, may exercise any other right or remedy upon such default as may be granted to the Trust under the Additional Security, if any, or under the Enabling Act, the Applicable Authority, or under any other applicable provision of law.

(e) During the continuance of an Event of Default, the Trust shall apply all amounts received upon the exercise of its rights and remedies under the Financing Agreement as follows and in the following order:

(i) to the payment of the reasonable and proper charges (including attorneys' fees) of the Trust and the Department incurred in the exercise of any right or remedy under the Financing Agreement or under any Project Regulatory Agreement;

(ii) to the payment and satisfaction of all interest then due and unpaid under the Financing Agreement upon any defaulted Payments as provided in Section 4(b) hereof and any defaulted payments of interest (if any) on any Interim Loan;

(iii) to the payment and satisfaction of all Payments then due and unpaid under the Financing Agreement, as such Payments may be adjusted as provided in Section 4 hereof, and to the payment and satisfaction of all payments on account of principal and interest, if any, on any Interim Loan then due and unpaid under the Financing Agreement and, in either case, if the amount available is not sufficient to pay such payments then due and payable, *first* to the payment of the portion of such payments due and unpaid representing interest and *second* to the portion of such payments due and unpaid representing the principal and, in either case, ratably in order of the due dates thereof;

(iv) to the reimbursement to the applicable account of any amounts withdrawn therefrom as provided in clause (ii) of subsection 9(b);

(v) *first*, to the payment and satisfaction of all interest then due and unpaid under the Financing Agreement upon any due and unpaid Administrative Fees as provided in Section 4(b) hereof, and, *second*, to the payment and satisfaction of all Administrative Fees then due and unpaid under the Financing Agreement; and

(vi) *first*, to the payment and satisfaction of all interest then due and unpaid under the Financing Agreement upon any due and unpaid Origination Fee as provided in Section 4(b) hereof, and, *second*, to the payment and satisfaction of the Origination Fee or the portion thereof then due and unpaid under the Financing Agreement.

(f) No remedy conferred upon or reserved to the Trust is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Financing Agreement or in any Additional Security or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient.

#### **Section 10. Interim Financing; Principal Forgiveness.**

(a) Subject to the availability to the Trust of moneys for such purpose and the provisions of Section 3(a) hereto, if the Closing Date set forth in Schedule A of the Financing Agreement is more than forty five (45) days subsequent to the date of execution and delivery of the Financing Agreement by the Trust, the Trust (upon not less than ten (10) Business Days prior

notice from the Borrower) agrees to provide interim financing (an “Interim Loan”) to the Borrower to pay or provide for all or any part of the eligible Costs of any Project (i) incurred by the Borrower on and after the date of execution and delivery by the Borrower of the Financing Agreement or (ii) incurred by the Borrower prior to the date of its execution and delivery of the Financing Agreement and either (x) paid by the Borrower from the proceeds of notes or other obligations issued by the Borrower in anticipation of the Loan, or (y) paid by the Borrower from other moneys available to the Borrower under a valid declaration of official intent to reimburse such payment from the proceeds of the Loan. The Interim Loan shall be evidenced by a note (the “Interim Loan Note”) issued by the Borrower to the Trust pursuant to the Applicable Authority in form and substance satisfactory to the Trust and otherwise as hereinafter provided.

(b) The Interim Loan Note shall be dated the date of its execution and delivery by the Borrower, shall mature and be payable on the Closing Date (subject to renewal at the option of the Trust to one or more dates not later than three (3) years subsequent to such date of execution and delivery or, if later, the expected completion date of the applicable Projects as determined by the Department), shall be in principal amount equal to the aggregate amount of proceeds thereof from time to time disbursed to or for the account of the Borrower and shall be in such maximum aggregate principal amount as shall be requested by the Borrower not exceeding the lesser of (i) the aggregate eligible Costs of each Project which have been or are expected to be expended at or prior to the maturity date of the Interim Loan Note (as set forth in the applicable Project Regulatory Agreement) and (ii) the Initial Obligation Amount set forth in Schedule C of the Financing Agreement (or such lesser amount as shall equal the total eligible Costs of the Projects approved by the Department at the date of the Interim Loan Note). The principal amount of the Interim Loan Note from time to time outstanding shall bear interest from the date or dates of disbursement thereof to or for the account of the Borrower until repaid at the Interim Loan Interest Rate set forth in Schedule A of the Financing Agreement, calculated on the basis of actual days and a 365/366 day year, payable at maturity.

(c) Upon execution and delivery by the Borrower of the Interim Loan Note, the Trust shall, subject to the availability to the Trust of moneys for such purpose, disburse amounts (representing proceeds of the Interim Loan) pursuant to requisitions for payment or reimbursement of Costs of the applicable Project submitted to the Trust by the Borrower. For purposes of this Section 10, all provisions of Section 7(a), (c) and (e) hereof applicable to the Project Account and the requisition and disbursement therefrom of proceeds of the Loan, shall be equally applicable (to the extent not inconsistent herewith) to the requisition and disbursement of proceeds of the Interim Loan. Notwithstanding the foregoing, as more fully described in Section 4(c) and (d), the Borrower acknowledges that the Department, in the exercise of its rights under the Project Regulatory Agreement, may reclassify certain Project Costs as ineligible and/or terminate the Project Regulatory Agreement and in such events the Trust may have no further obligation to disburse proceeds of the Interim Loan and the Borrower may be obligated to repay all or a portion of disbursements previously made.

(d) Notwithstanding anything herein to the contrary, the obligation of the Trust to make and fund the Interim Loan is expressly conditional upon the receipt by the Trust of the following, each in form and substance satisfactory to the Trust:

(i) A certificate or certificates of Authorized Officers of the Borrower as to the due authorization, execution, delivery and adoption, as applicable, of the Financing Agreement, any Additional Security, the Project Regulatory Agreement and the Interim Loan Note, and confirming as of the date of execution and delivery of the Interim Loan Note the representations and warranties of the Borrower in Section 2 hereof applicable to the Interim Loan, and to the further effect that (x) none of the foregoing instruments have been amended or supplemented since their date (except such amendments or supplements which have been approved by the Trust or the Department, as applicable, or which under the terms of the applicable instrument may be executed and delivered or adopted by the Borrower without the consent of the Trust or the Department) or repealed and that each such instrument remains in full force and effect as of such date, and (y) as of such date, no Event of Default or Default, as applicable, and no event which with the passage of time or the giving of notice may become or may be declared to be an Event of Default or a Default, shall have happened and shall be continuing under the Financing Agreement or any Project Regulatory Agreement;

(ii) The Interim Loan Note duly executed by Authorized Officers of the Borrower;

(iii) An opinion of Local Bond Counsel to the effect that the Financing Agreement, each Project Regulatory Agreement, any Additional Security, and the Interim Loan Note have been duly authorized, executed and delivered by the Borrower in accordance with the Applicable Authority and each constitutes a valid and binding obligation of the Borrower enforceable in accordance with its terms and the terms of the Enabling Act and the Applicable Authority; the Interim Loan Note has been duly and validly executed by or on behalf of the Borrower and delivered to or upon the order of the Trust in accordance with the Financing Agreement and the Applicable Authority; and the Interim Loan Note constitutes (1) a valid and binding general obligation of the Borrower enforceable in accordance with its terms and payable as to principal, premium, if any, and interest (to the extent not paid from other sources) from (a) taxes which may be levied upon all taxable property within the territorial boundaries of the Borrower, subject only to the limit imposed by Chapter 59, Section 21C of the General Laws of the Commonwealth to the extent applicable to the Interim Loan Note, provided that taxes levied on certain taxable property located within a development district, if any, established by the Borrower pursuant to Chapter 40Q of the General Laws may be restricted and unavailable to pay debt service on the Interim Loan Note or (b) sums which may be annually apportioned and assessed by the Borrower on its Participating Members pursuant to the Applicable Authority, or (2) a general or special obligation of the Borrower (as provided in any Additional Security) payable from any Additional Security and any other moneys, funds and accounts provided in the Financing Agreement and secured by a valid pledge of and lien on and perfected security interest in any such Additional Security (in rendering the foregoing opinion, such counsel may take an exception on account of bankruptcy, insolvency and other laws affecting creditors' rights generally and to the exercise of judicial discretion in accordance with general equitable principles); and



(iv) An Interim Loan Origination Fee, in an amount equal to one-tenth of one percent (.1%) of the maximum aggregate principal amount of the Interim Loan Note, but not less than \$500 or more than \$1,000, as stated in Schedule A.

(e) *Principal Forgiveness.* Schedule B contains or will contain the provisions related to any principal forgiveness for which Loan and the Interim Loan qualifies (if any). Except as described in Schedule B, principal forgiveness will be applied to reduce or retire the Interim Loan Note upon completion of the Project. Notwithstanding anything herein to the contrary, Schedule B may be amended by the Trust from time to time upon notice to the Borrower (i) to reflect any change to the amount, if any, of principal forgiveness expected to be applied to the Loan or the Interim Loan, (ii) to comply with any additional conditions or restrictions applicable to the Trust and/or the Borrower resulting from the source(s) of funds used by the Trust to provide such principal forgiveness and (iii) to make such other changes as the Trust, in its sole reasonable discretion, deems advisable to permit the orderly administration of principal forgiveness.

#### **Section 11. Assignment, Transfer and Exchange.**

(a) The Borrower acknowledges that the Trust may pledge and assign the Financing Agreement or all or part of its rights under the Financing Agreement, and the right, title and interest of the Trust in and to all or part of the Loan, the Local Governmental Obligations and Payments thereunder and under the Financing Agreement or any Additional Security to the Master Trustee in accordance with the Master Trust Agreement and in connection with any such assignment may transfer to the Master Trustee the Loan, the Local Governmental Obligations and any or all Payments and the Local Governmental Obligations attributable thereto, and the Borrower by its execution and delivery of the Financing Agreement expressly consents to any such assignment and transfer.

(b) In connection with any assignment by the Trust provided herein, the Borrower further agrees to deliver the Local Governmental Obligations, or other evidence of indebtedness, to the Trust on the Closing Date, or on any date thereafter when the Local Governmental Obligations, or other evidence of indebtedness, may be assigned, exchanged or transferred in accordance with its terms and the terms of the Financing Agreement, in such denominations, registered to such owners, in one or more series, and otherwise in such form and tenor as the Trust may request to evidence the Loan made, and the Payments payable, under the Financing Agreement, separately or as a whole, or in part one or in part the other, or in any combination thereof, provided that the aggregate principal amount payable on the Local Governmental Obligations, or other evidence of indebtedness, shall not exceed the Principal Obligation payable under the Financing Agreement on the Loan plus interest, if any, accrued and to accrue thereon as provided therein and herein.

(c) Except as hereinabove provided, so long as any Event of Default shall not have occurred under the Financing Agreement and be continuing, the Trust shall not assign the Financing Agreement or the Loan made hereby, or transfer or sell the Local Governmental Obligations], without the prior written approval of the Borrower.

(d) The Borrower may not assign the Financing Agreement or the Loan or the Local Governmental Obligations, or any of its rights or obligations under the Financing Agreement or hereunder, without the express prior written consent of the Trust.

**Section 12. Action by Parties.** Where the Financing Agreement shall provide for any direction, consent, approval or other action to be taken or made by the Borrower, the Trust or the Department hereunder or under the Financing Agreement, such direction, consent, approval or other action shall be sufficiently taken or made for all purposes of the Financing Agreement if taken or made by Authorized Officers of the Borrower, the Trust or the Department, as the case may be.

**Section 13. Notices.** All notices, consents, certificates and other communications under the Financing Agreement shall be sufficiently given when delivered by hand or courier or sent by signed electronic mail or registered or certified mail, postage prepaid, addressed to the Addresses for Notice set forth in Schedule A of the Financing Agreement or to such further or different address as any of the parties to the Financing Agreement or the Department may designate in writing to the other notice parties indicated in said Schedule A.

**Section 14. Severability.** In the event any provision of the Financing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 15. No Right of Set-Off.** By their execution and delivery of the Financing Agreement, the Trust and the Borrower agree that, except as otherwise provided in the Financing Agreement, neither the Trust nor the Borrower shall have any right to set-off and apply any amount at any time held, and other indebtedness at any time owing, by the Trust to or for the account of the Borrower, or by the Borrower to or for the account of the Trust, as applicable, against any and all of the obligations of the Borrower or the Trust, as applicable, now or hereinafter existing on the Local Governmental Obligations, or other evidence of indebtedness, or otherwise under the Financing Agreement.

**Section 16. Amendment of Financing Agreement and Other Instruments.** Except as expressly provided herein or in the Financing Agreement with respect to the amendment of Schedule A, Schedule B, Schedule C and Schedule D of the Financing Agreement, the Financing Agreement and the Local Governmental Obligations, or other evidence of indebtedness, may not be amended, modified or changed in any respect except in writing signed by the parties to the Financing Agreement. No such amendment, modification or change of the Financing Agreement which, in the reasonable opinion of the Department (expressed in a certificate of an Authorized Officer of the Department delivered to the Trust prior to the execution and delivery of such amendment, modification and change by the Trust), materially and adversely affects the rights and obligations of the Department under any Project Regulatory Agreement, shall be effective until the Department shall have consented in writing thereto. The Trust shall deliver a copy of any such proposed amendment, modification or change of the Financing Agreement to the Department at least ten (10) days prior to the execution and delivery thereof by the Trust.



## **Section 17. Term.**

(a) The term of the Financing Agreement shall be from the date of execution and delivery thereof by the parties to the Financing Agreement until all payments on account of principal of and interest on the Loan and any Interim Loan, all Administrative Fees and the Origination Fee payable under the Financing Agreement shall have been paid in full or provision for the payment thereof shall have been duly provided for in accordance with this Section 17.

(b) Notwithstanding anything in subsection 17(a) to the contrary, prior to the payment of all payments on account of principal of and interest on the Loan and any Interim Loan payable under the Financing Agreement at the times and in the manner provided herein, the Borrower may defease its obligations under the Financing Agreement and under the Local Governmental Obligations, or other evidence of indebtedness, and upon such defeasance shall be discharged from its obligations, covenants and agreements under the Financing Agreement and under the Local Governmental Obligations, or other evidence of indebtedness, if the Borrower shall deposit with the Trust (in the case of payments related to any Interim Loan) or the Master Trustee for the account of the Trust (in the case of Payments related to the Loan) either moneys in an amount sufficient, or Defeasance Obligations (as defined in the Master Trust Agreement), the principal installments of and/or interest on which when due, without reinvestment, will provide moneys which, together with the moneys, if any, deposited with the Trust or the Master Trustee, as the case may be, at the same time, will be sufficient, to pay (i) all payments on account of principal of and interest on the Loan and any Interim Loan payable under the Financing Agreement at the times and in the amounts provided herein on the scheduled Payment Dates therefor, (ii) all Administrative Fees payable to the Trust under the Financing Agreement accrued to such date of deposit, (iii) the Origination Fee or any portion thereof that has not previously been paid to the Trust and (iv) any and all other amounts incurred or reasonably expected to be incurred by the Trust in effecting such defeasance.

**Section 18. Financing Loans with Proceeds of Bonds, Pledging Loans to Bonds; Additional Borrower Requirements.** Notwithstanding anything in Section 10 hereof to the contrary, at the sole option of the Trust, upon not less than ten (10) days' prior notice to the Borrower, the Trust may finance any Loan with proceeds of Bonds issued by the Trust and pledge such Loan as security for such Bonds, provided that no such pledge and financing shall increase or otherwise adversely affect the obligations of the Borrower by changing the payment terms of the Loan or the interest thereon or the security therefor, without the prior written consent of the Borrower. Upon such a pledge and financing of a Loan by the Trust a Borrower may have to comply with certain additional requirements, including, without limitation:

- (i) to update its Loan Questionnaire by completing and signing a Verification Form;
- (ii) to sign such other documents as determined by bond counsel for such Bonds to be necessary and appropriate; and
- (iii) to make such certifications as determined by bond counsel for such Bonds to be necessary and appropriate, including: (1) that it will not take, or permit to be taken, any action or actions that would cause any Bond, to which a Loan or a Local

Governmental Obligation is pledged, to be an “arbitrage bond” within the meaning of Section 148 of the Code or a “private activity bond” within the meaning of Section 141(a) of the Code or that would cause any such Bond to be “federally guaranteed” within the meaning of Section 149(b) of the Code, or that would otherwise cause any amounts payable with respect to such Bonds to become included in the gross income of a holder of such Bonds for federal income tax purposes; and (2) that it will take all actions, maintain all records and accounts, and make all reports requested by the Trust or required by any provision of applicable law or the Project Regulatory Agreement, necessary to comply with, or necessary to permit the Trust to comply with, the provisions of Section 148(f) of the Code.

**Section 19. Execution in Counterparts; Electronic Signatures.** The Financing Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Electronic signatures shall be deemed original signatures for purposes of the Financing Agreement and all matters related thereto, with such electronic signatures having the same legal effect as original signatures. The parties to the Financing Agreement agree that the Financing Agreement, any amendment thereto or any other document necessary for the consummation of the transaction contemplated by the Financing Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with applicable law and as so accepted, executed or agreed, will be binding on all parties to the Financing Agreement.

**Section 20. Applicable Law.** The Financing Agreement, including these Terms and Conditions and all schedules to the Financing Agreement, shall be governed by and construed in accordance with the laws of the Commonwealth.

**Section 21. Further Assurances.** The Borrower shall, at the request of the Trust, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, covenants and agreements granted or made or intended to be granted or made by the Financing Agreement and the Local Governmental Obligations, or other evidence of indebtedness.

**Section 22. Prior Financing Agreements.** Except as otherwise provided herein, the Financing Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter of the financing of the Project and the Financing Agreement, including these Terms and Conditions and constitutes the entire agreement between the parties in respect to the Financing Agreement and hereof.

## CROSS-CUTTING FEDERAL AUTHORITIES

The following list of cross-cutting federal authorities is provided for reference only; additional applicable federal cross-cutting authorities may exist. While the Super-Cross Cutters apply in all circumstances, certain of the Other Cross-Cutting Authorities listed may not apply in all circumstances.

Super Cross-Cutters

- Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d *et seq.*
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794
- The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 95-500

Other Cross-Cutting Authorities

- Executive Order 11246 (1965) – *Equal Employment Opportunity*, as amended
- Archeological and Historic Preservation Act, 54 U.S.C. 312502
- Clean Air Act, 42 U.S.C. 7506(c)
- Coastal Barriers Resources Act, 16 U.S.C. 3501 *et seq.*
- Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*
- Endangered Species Act of 1973, 16 U.S.C. 1531 *et seq.*
- Executive Order 12898 (1994) – *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*
- Farmland Protection Policy Act, 7 U.S.C. 4201 *et seq.*
- Fish and Wildlife Coordination Act, 16 U.S.C. 661 *et seq.*
- Executive Order 14030 (2021) – *Climate-Related Financial Risk* (reinstating Executive Order 13690 (2015) – *Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input*, amending Executive Order 11988 (1977) – *Floodplain Management*)
- Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801 *et seq.*
- Marine Mammal Protection Act of 1972, Pub. L. 92-522.
- Migratory Bird Treaty Act, 16 U.S.C. 703 *et seq.*
- National Historic Preservation Act, 54 U.S.C. 300101 *et seq.*
- Executive Order 11990 (1977) – *Protection of Wetlands*
- Safe Drinking Water Act, 42 U.S.C. 300f *et seq.*
- Wild and Scenic Rivers Act, 16 U.S.C. 1271 *et seq.*
- Executive Order 11593 (1971) – *Protection and Enhancement of the Cultural Environment*



**Items #9 through #15: *Project Descriptions***

## **Project Descriptions for January 17, 2024**

### **Board of Trustees Meeting**

#### **Asset Management Planning Commitments**

##### **Peabody DW-23-137**

###### Peabody Water Asset Management

The Project will build out and refine data in the City's water GIS to better represent recent records to locate above ground infrastructure such as hydrants and valves.

##### **Ware CW-23-50**

###### Town of Ware Wastewater Asset Management Plan

The Project is to expand upon the Town's horizontal asset mapping efforts to develop a comprehensive Asset Management Plan (AMP) that includes vertical assets at one sewer pumping station and the Town's wastewater treatment plant, as well as horizontal assets within the sewer collection system.

#### **Asset Management Planning Commitments and Agreements**

##### **Braintree CWA-23-38**

###### Sewer Pump Station & Stormwater Culvert Evaluation

The Project will assess the condition and maintenance needs of the Town's 60 stormwater culverts. Data from the assessment will be used to create a recommended maintenance plan and estimate costs. Environmental Partners will also perform a rate analysis to incorporate O&M costs into future stormwater rates. The sewer project will evaluate the condition and performance of the Town's 11 wastewater pump stations. Data from the evaluation will be used to create a capital plan with recommended actions and estimated costs to improve pump station efficiency, performance, safety, reliability, and capacity. According to the Clean Water Trust's calculation for the 2022 IUP, Braintree is a Tier 1 Affordability community.

##### **Holbrook CWA-23-40**

###### Holbrook Sewer & Stormwater Asset Management Plan

The Project is to complete an asset inventory of the Town's existing Sewer and Stormwater Infrastructure to understand the utilities' existing condition, network connectivity and maintenance needs with the goal of better management of the Town's infrastructure. Having updated information is critical for the Town to make assessments on repairs and rehabilitation projects and will also assist in financial planning for the Town's Department of Public Works (DPW) staff for capital improvements. Having a robust Asset Management Plan (AMP) will be a critical resource as the community deals with aging infrastructure, changing climates and environmental needs now and in the future.

##### **Southampton CWA-23-43**

###### Town of Southampton Stormwater Management Plan

The Project is to conduct a Town-wide inventory and mapping effort of Southampton's approximately 140 culverts to identify and prioritize those culverts that are most in need of proactive mitigation. The AMP will allow the Town of Southampton to better understand the condition of the existing stormwater infrastructure, create a risk-based AMP and capital improvement planning methodology and establish a stormwater GIS database.

### **Sudbury Water District DWA-23-133**

#### **Sudbury Water System Asset Management Plan**

The Project will enhance the District's Asset Management Platform to include key network structures/vertical assets for its system with the goal of managing assets through their Asset Management Platform (PeopleGIS) as they currently do for their pipes, valves and hydrants. By tying these assets into the platform, the District can manage these assets through its work order system, ultimately leading to better service for its customer base. With the Asset Management Planning document, the District will also realize cost savings through timely maintenance and proper long-term capital planning.

### **Lead Service Line Planning Program Commitments and Agreements**

#### **Chelsea DWL-23-146**

##### **Lead Service Line Investigation**

The City of Chelsea proposes to perform confirmatory curb stop test pits between November 2023 and July 2024 as the most efficient means of identifying remaining lead services and confirming copper services on both sides of the property line. This rapid accumulation of data for the existing water service inventory will allow the City to more efficiently use funds in future lead service replacement phases.

#### **Lancaster DWL-23-156**

##### **Service Line Inventory and LSL Replacement Plan**

The project proposes to complete the LSL Inventory, the Replacement Plan based on the inventory results, and SRF Grant Administration. The inventory and replacement plan will be completed and submitted. according to Massachusetts Department of Environmental Protection (MassDEP) requirements.

### **Clean Water Commitments**

#### **Barnstable CW-23-53**

##### **Centerville Village Sewer Expansion**

The Project will expand the municipal sewer system within the Centerville River Watershed to address nitrogen loading to the Centerville River and pond protection of Wequaquet Lake consistent with the Town's Comprehensive Wastewater Management Plan (CWMP).

#### **Barnstable CW-23-54**

##### **2023 Wastewater Pump Station Improvements**

The Project will upgrade the Town of Barnstable's existing Old Colony, Bay Shore Road, Ocean Street, and Gosnold Street wastewater pumping stations to improve reliability, energy efficiency and resiliency.

**Billerica CW-23-15****Sewer Contract 37**

This Project includes two sewer extensions and the construction of two pump stations in the Webb Brook Watershed Area (Contract 37) delineated as Sewer Needs Area 4 and in the South Billerica area (Sewer Contract 38) delineated as Sewer Needs Area 6 in the Town's CWMP. The objective of these sewer extension projects is to alleviate existing and potential short- and long-term problems with on-site wastewater disposal systems in specific delineated sections of the Town of Billerica.

**Brockton CW-23-29****Cashman Road Sewer**

The Project includes open cut and trenchless pipe installation of prioritized areas in the City's wastewater collection system to address sources of exfiltration, infiltration and inflow, and sections of undersized pipe. The objective is to reduce flows at the AWRP, allowing for more capacity for Brockton residents and surrounding communities, prevent exceedances of the City's NPDES permit for the AWRP flows, lower maintenance costs of effected pumping and treatment facilities, reduce sanitary sewer overflows (SSOs), provide system redundancy, and improve water quality of surrounding watersheds.

**Brockton CW-23-30****Sewer System Rehabilitation Phase 3**

The Project includes up to 10 miles of preparatory cleaning of existing sewer pipe, internal television inspection, cured-in-place (CIP) sewer pipe lining, and rehabilitation of manholes. The work also includes all restoration, bypass pumping, miscellaneous work and cleanup. Sewer reaches and sewer manholes selected for this project have been identified based on the 2017 sewer flow monitoring program and will be prioritized based on the City's on-going sewer infiltration investigations.

**Chatham CW-23-42****WPCF Sludge Processing Upgrades**

The Project includes upgrades to the solids processing facilities, including adding a belt filter press and associated equipment, upgrading a sludge holding tank and adding an additional blower. This project will further the wastewater management strategies set forth in the Town's Comprehensive Wastewater Management Plan (CWMP), allowing the facility to continue to process sludge as collection systems are expanded both in Chatham and in the neighboring Town of Harwich. This project will provide critical improvements to allow the WPCF to increase its sludge processing capacity as collection systems are expanded throughout the Town.

**Fall River CW-23-25****Ferry Street Pump Station Rehabilitation**

The Project includes the rehabilitation of existing drywell, wet well, and generator building structures. The project also includes replacement of a standby generator, and all electrical equipment and controls. A permanent emergency bypass will be installed. Constructed in 1965, the City's Ferry Street Sewer Pump Station is nearing the end of its service life.

**Fitchburg CW-23-34****CSO 032, 045, 083 Separation/Rehabilitation**

The CSO 032, 045, 083 Separation/Rehabilitation Project involves the separation of an estimated 21,800 linear feet (LF) of combined sewers, the separation of 2 combination manholes, and the closure of 3 CSO regulators (CSO 032, 045, and 083) that have discharged a combined estimated 39.1 million gallons of untreated combined sewage into the North Nashua River between 2015 and 2021. The project also includes approximately 24,100 LF of trenchless rehabilitation of sanitary sewers to reduce infiltration/inflow upstream of the 3 regulators. The project will also include green infrastructure, when applicable, and includes stormwater improvements for the 2070 10-year, 24-hour storm event.

**Harwich CW-23-19****Harwich Phase 3 Sewer Extension**

The Harwich 2023 Phase 3 Sewer Project will allow the town to continue implementing their approved Comprehensive Wastewater Management Plan (CWMP). This project will continue the sewer implementation called for in the CWMP to address nitrogen loading from septic systems by implementing a wastewater collection system to serve watersheds that impact coastal estuaries. This project will address a portion of the Pleasant Bay Watershed including Muddy Creek Upper and Lower, Round Cove, and Pleasant Bay.

**Haverhill CW-23-14****Pump Station Upgrades**

The Project will implement recommendations of the City's 2016 Wastewater Pumping Station Evaluation and Capital Improvement Plan. The project will replace deficient and aging infrastructure to reduce the risk of failure and potential sewer overflows.

**Haverhill CW-23-58****Haverhill MA Locke Street Sewer Separation Phase 1**

The Project is the first phase of a project separating approximately 3,500 LF of combined sewers in the Town's Locke Street area, by installing new drainage pipe, disconnecting catch basins from the sanitary sewer and connecting them to the separate storm sewer, and rehabilitating existing sewers and manholes, as necessary. This project is part of Haverhill's 2017 Integrated FLTCP and 2016 Consent Decree and will reduce the volume and frequency of combined sewer overflow (CSO) discharges from the three CSO regulators within the Locke Street Area to the Little River and Merrimack River.

**Holyoke CW-23-51****River Terrace Sewer Separation Project - Phase 1**

The Project consists of the separation of combined sewers in the River Terrace Basin (CSO-21) to eliminate combined sewer overflows discharging to the Connecticut River from CSO-21 outfall. Work includes construction of 12,000-feet of new sanitary sewers and storm drains, and 10,000-feet of existing sewer lining. This project will result in a significant improvement in the water quality of the Connecticut River downstream of CSO-21 outfall. The project is consistent with the City's CSO Long-Term Control Plan and is being required by a Partial Consent Decree issued by the U.S. Department of Justice.



**Kingston CW-23-33****Effluent Recharge Site No. 3 & Sewer Expansion**

The Project consists of the construction of a new force main connection and effluent discharge. The Town is upgrading the capacity of their WWTF to accept flow up to 700,000 gpd. Effluent Recharge Site No. 3 was identified by the Town and approved by MassDEP to receive this new flow. An existing force main will be redirected to a distribution structure where effluent will flow to six leaching areas for recharge. Upgrading the WWTF will allow the Town to convert the privately owned WWTP at Town and Country Estates into a pumping station and install 3,600 LF of 4" force main to tie into the Town's existing gravity sewer system.

**Lowell CW-23-52****Duck Island WWTF Phase 3 Upgrade**

The Project includes important upgrades to Lowell Duck Island Wastewater Treatment Facility including: chemical addition facilities to meet the pending effluent phosphorus limit of 1.08 mg/l outlined in the most recent NPDES Permit; new centrifuge dewatering facilities and upgrades of ancillary facilities for sludge pumping, blending, and polymer feed; new scum well pumping, mixings, and dewatering equipment; replacement of aeration diffusers and piping in the aeration basins; replacement of the primary sludge de-gritting system; replacement of the gravity thickener mechanism; new bisulfite storage and feed facility; and, a second standby generator to allow full WWTF Operations during a power outage.

**Marshfield CW-23-18****Plymouth Ave Pump Station Upgrades**

The Project includes a full rehabilitation of the Plymouth Ave Pump Station, force main, wet well, HVAC system, electrical system, and roof system. Many of the components are beyond their intended useful life and need immediate replacement in order to maintain reliable sewer service in the area. The upgrades include concrete repair work in the wet well, replacement of the existing 50 HP dry pit pumps, piping and valves, replacement of the undersized generator, replacement of the outdated HVAC and electrical systems and replacement of the existing asphalt roofing system.

**Mashpee CW-23-27****Phase 1 Mashpee Treatment and Collection System**

The Project consists of construction of a new collection system as recommended by the state approved 2015 Mashpee Watershed Nitrogen Management Plan to address nitrogen impacts to the Mashpee River watershed and the Pomponesett Bay. The collection system will convey flow to the Mashpee Water Resource Recovery Facility.

### **Massachusetts Water Resources Authority CW-23-60**

#### **DITP Asset Protection Phase 3**

Contract No. 7110 HVAC Equipment Replacement - Replacement of various Heating, Ventilation and Cooling units through the treatment plant. Replacements include fan coil units, air handling units, chiller systems, the WWTP central HVAC control system, and 29 existing fume hoods in the Laboratory. Contract Nos. 7059/7420 Switchgear and NMPS MCC Replacements - Replacement of various electrical low voltage distribution equipment that provides power to critical pumping stations and laboratory processes. Contract No. 7051 Fire Alarm Replacement - Replacement of the central fire detection and alarm system throughout the treatment plant. This project will ensure that the plant continues to meet its discharge permit requirements by replacing obsolete equipment and systems. Some of the contracts are expected to result in decreased required maintenance and/or lower operating costs. All equipment is at the end of its useful life.

### **Massachusetts Water Resources Authority CW-23-61**

#### **DITP Clarifier #2**

The Massachusetts Water Resources Authority's project is needed to correct deficiencies noted during the first Primary & Secondary Clarifier project. Project will include the replacement of systems such as: influent gates that are not providing adequate isolation; effluent launders and aeration systems that are in need of repair/replacement; and concrete corrosion in primary clarifiers above the water line that require repair and coating to prevent future corrosion. The sludge removal system in primary tanks and aeration/recirculation systems in secondary tanks need to be rehabilitated as well. The Authority will not be able to meet its discharge permit without this upgrade.

### **New Bedford CW-23-24**

#### **Buttonwood Brook Improvements**

The Project consists of improvements around Buttonwood Brook that include the construction of green infrastructure and structural BMPs along Kempton Street and Brownell Avenue, constructed wetlands at the Buttonwood Park Zoo and Community Center, and a culvert replacement at Hawthorn Street. Implementation of this project will result in improved water quality in the Buttonwood Brook and reduced flooding at Fuller Parkway and at the intersection of Brownell Avenue and Hawthorn Street.

### **New Bedford CW-23-26**

#### **Sassaquin Pond Water Quality Improvements**

The Project consists of water quality improvements within the area tributary to Sassaquin Pond, located at the north end of the City of New Bedford. The pond has historically poor water quality and is subject to algal blooms. This project will directly abate the issues addressed in an existing court order and improve water quality in the pond.

### **Quincy CW-23-48**

#### **FY24 Sewer & Drain Improvements**

The Project consists of various sewer improvements as well as repairs to the City's drainage that reflect recommendations from the past SSES reports as well as findings from the City's ongoing and continuous effort to improve their sewer collection system and water quality. In addition to SSES and I/I based projects, the City has been advancing their MS4 obligations under the MS4 Permit and the EPA Consent Decree (Attachment C) to address water quality concerns.

**Revere CW-23-57****Phase 15 Field Investigations**

The Phase 15 Investigations - 1/1 and IDDE Project is a continuation of the City's ongoing efforts to identify sources of inflow, infiltration, illicit connections and deficiencies in the City's wastewater system. This investigation program will include IDDE, CCTV of drains and sewers throughout the City, dye testing, smoke testing, wastewater and stormwater pump station inspections, and inspections of private homes and businesses to identify sources of inflow from sump pumps, roof leaders, roof drains, driveway drains, yard drains and other miscellaneous sources of inflow. The findings in these investigations will be incorporated into the City's future construction projects to address the detected deficiencies.

**Saugus CW-23-47****Comprehensive Sewer System Rehabilitation- 3A**

The Project includes comprehensive sewer system rehabilitation in Subsystem 3A in Saugus. Construction will include the rehabilitation of pipelines, manholes and service laterals necessary to eliminate I/I from the system. Approximately 16,500 feet of 8-inch and 5,550 feet of 10-inch pipe have been identified as being in need of CIPP in subsystem 3A to eliminate I/I. Also included in this project will be the installation of a lining system to improve the quality of the service to mainline connection. There are approximately 410 of this type of connection in Subsystem 3A. Approximately 174 manholes have also been identified and are in need of rehabilitation. Each manhole will be lined using the latest standards.

**Shrewsbury CW-23-22****Rolfe & Maple Ave PS Upgrade and FM Replacement**

The Project involves the upgrade of Rolfe Avenue and Maple Avenue Pump Stations and Force Main Replacement. The purpose of these improvements is to restore useful life of the stations and force main, improve operator safety, and improve system reliability.

**Shutesbury CW-23-62****Shutesbury Fire Dept. Immediate Response Action**

Implementation of an Immediate Response Action to address a release of PFAS to the environment that is impacting private wells in neighboring residential properties.

**Somerset CW-23-31****Somerset Wastewater Pump Station Upgrades**

The Project consists of upgrades to five wastewater pump stations in Somerset. These stations were built in the 1960's and 1970's and are past their useful service life. Upgrades to these facilities, highlighted in the Town's CWMP, include but are not limited to, replacement and installation of submersible pumps, repairs to wet well sections, new valve vaults, new force main bypass pump/pig launch connection, new concrete pads with NEMA 12 steel enclosure for pump controls, new electrical equipment, generator, generator fuel tanks, quick connects, new level and instrumentation equipment, new ventilation and odor control, and connection of pump station monitoring and alarm signals to the Town's remote alarm network.

**South Essex Sewerage District CW-20-35****Primary Clarifier Concrete Restoration**

SESD operates a regional WWTF that was originally constructed in 1972 and upgraded in the 1990s. Average daily flows at the WWTF are approximately 30 MGD, with a peak capacity of 99 MGD. The WWTF discharges effluent to Salem Sound. The primary treatment process consists of 7 underground cast-in-place concrete tanks with precast concrete roofs. The concrete surface in the headspace of the tanks has corroded over the years and has reached a point where the issue needs to be addressed. If this issue is not addressed, there is a risk that the primary clarifiers could structurally fail. The goal of this project is to restore the impacted concrete within all 7 primary clarifiers to ensure long term structural reliability of the tanks.

**Upper Blackstone Clean Water CW-23-21****Standby Power for Resiliency**

The Project includes the construction of new facilities to provide standby power for the entire WWTF, including new standby generators and related elements such as switchgear and electrical conduit, as well as additional renewable energy sources to provide resiliency, currently being evaluated for inclusion.

**Wareham CW-23-56****WPCF Improvements - Phase 2**

The Project consists of upgrades to the Wareham WPCF to continue to treat existing and future flows that are anticipated as a result of growth within the community and for nutrient management. Upgrading these processes is critical to the continued functioning of the facility and will allow for further expansion of the collection system and potentially bringing many failing septic systems into the centralized wastewater treatment system.

**Wellfleet CW-23-16****Wellfleet Enhanced I&A Septic System Program**

The Project focuses on a new generation of enhanced innovative and alternative (EIA) septic systems that achieve effluent quality of less than 10 mg nitrogen/liter. According to the Targeted Watershed Plan, EIA systems could provide a cost effective, decentralized, and sustainable solution for 59% of the required nitrogen loading reductions. The operation, maintenance and monitoring of the EIA systems would be managed by a Responsible Management Entity (RME). The Wellfleet Targeted Watershed Plan recommends a hybrid of conventional and non-conventional nutrient reduction technologies and strategies to achieve the water quality thresholds throughout the Wellfleet Harbor estuarine system.

**Wellfleet CW-23-17****95 Lawrence Wastewater Treatment and Collection Sy**

The 95 Lawrence Road Project includes a new neighborhood scale wastewater treatment plant, designed to reduce nitrogen in the Duck Creek sub-watershed of Wellfleet Harbor. The wastewater treatment plant will serve the proposed 95 Lawrence Road affordable housing project, 3 existing municipal buildings (the Police station, Fire Station and Wellfleet Elementary School) and existing abutting residential properties. The project is part of the MEP Threshold Compliance Approach to restore the water quality in Wellfleet Harbor, as outlined in the Wellfleet Targeted Watershed Management Plan.

**Worcester CW-23-20****Lake Avenue Pump Station Improvements**

The Project consists of removal and replacement of existing sewage pumps, and their corresponding suction piping, valves, and pipe supports, relocation of equipment not rated for submersible conditions to prevent damage due to flooding, reconfiguration of force mains and modification of backup float system and installing separate cellular dialing system. These upgrades will improve the response time during an emergency, reduce the frequency and severity of SSOs into the adjacent lake, and reduce the maintenance frequency and corresponding cost.

**Yarmouth CW-23-03****Phase I - WRRF and Collection System**

The Project implements Phase 1 of Yarmouth's CWMP that includes: construction of Water Resource Recovery Facility, construction of effluent recharge site and collection system with sewerage (approximately 78,000 linear ft) and pumping stations along Rte. 28, from the Barnstable town line to the Bass River, along with sewerage on South Shore Drive. The construction of the new WRRF and collection system in Phase 1 will begin to reduce nitrogen loading in the nitrogen-sensitive Bass River, Parkers River, and Lewis Bay watersheds. These watersheds require a large reduction in nitrogen based on the MEP reports and TMDLs. Phase 1 will also help protect municipal drinking water wells from contamination by reducing on-site septic systems.

## **Drinking Water Commitments**

### **Braintree DW-23-151**

#### **Tri-Town Regional Water Treatment Plant**

The proposed Tri-Town Regional Water Treatment Plant (TTRWTP) project would create a regional facility to replace the existing Braintree WTP and Randolph/Holbrook WTP. The new regional facility would eliminate redundancies of having two individual plants and their associated capital and operation and maintenance costs. The new Tri-Town WTP will help protect public health by reducing bacteria, carcinogenic compounds, and disinfectant byproducts present in the current systems. The water treatment process would be as follows:

- Polymer and PACL addition for coagulation of raw water
- Dissolved air floatation (DAF) for removal of larger, coagulated solids
- Granular activated carbon (GAC) filtration for removal of per- and polyfluoroalkyl substances (PFAS) and smaller, finer solids
- Chlorine addition for disinfection and pH adjustment for corrosion control

The new TTRWTP will incorporate improved treatment technology in order to provide high quality finished water and to maintain distribution system residuals. The regional facility, with a design capacity of 12.5 MGD, would meet all current and anticipated drinking water standards, and would also improve the aesthetic quality of drinking water for Braintree, Randolph, and Holbrook.

### **East Brookfield DW-23-135**

#### **West Street Fe and Mn WTP**

The Project is to provide treatment to the sole wellfield in town to remove iron and manganese that is required under an administrative consent order.

### **Foxborough DW-23-118**

#### **Chestnut Street WTP Improvements**

The Project consists of system improvements to add treatment of per- and poly-fluoroalkyl substances (PFAS) at the Chestnut Street Water Treatment Plant.

### **Harvard DW-23-130**

#### **Harvard-Devens Water System Interconnection**

The Project includes construction of an interconnection between the Town of Harvard and the Devens water distribution systems, including installation of approximately 8,500 linear feet. (1.6 miles) of new 12-inch ductile iron water main and appurtenances and construction of a meter building with booster pumps.

**Holbrook DW-23-152****Tri-Town Regional Water Treatment Plant**

The proposed Tri-Town Regional Water Treatment Plant (TTRWTP) project would create a regional facility to replace the existing Braintree WTP and Randolph/Holbrook WTP. The new regional facility would eliminate redundancies of having two individual plants and their associated capital and operation and maintenance costs. The new Tri-Town WTP will help protect public health by reducing bacteria, carcinogenic compounds, and disinfectant byproducts present in the current systems. The water treatment process would be as follows:

- Polymer and PACL addition for coagulation of raw water
- Dissolved air floatation (DAF) for removal of larger, coagulated solids
- Granular activated carbon (GAC) filtration for removal of per- and polyfluoroalkyl substances (PFAS) and smaller, finer solids
- Chlorine addition for disinfection and pH adjustment for corrosion control

The new TTRWTP will incorporate improved treatment technology in order to provide high quality finished water and to maintain distribution system residuals. The regional facility, with a design capacity of 12.5 MGD, would meet all current and anticipated drinking water standards, and would also improve the aesthetic quality of drinking water for Braintree, Randolph, and Holbrook.

**Hopedale DW-23-117****Greene Street WTP PFAS Treatment**

The Project consists of adding PFAS treatment to the WTP that includes construction of two 10-foot diameter pressure vessels containing granular activated carbon (GAC), an additional 8-foot diameter greensand filter, and a sodium thiosulfate system for de-chlorination. A new truck pad will be constructed as well for simpler chemical delivery.

**Littleton DW-23-136****Water Supply Main Extension Littleton/Boxborough**

The Project will develop a new water supply well at 153 Taylor St. The new well should supply ~0.5MGD. The new well will pump to the new LELWD WTP & provide additional water to the existing customers of Littleton and proposed 18 PWSs in Boxborough that are impacted by PFAS, sodium, chloride, & perchlorate. The work includes drilling & construction of the new groundwater well & associated pump station, a new raw water main to convey water from the new well to the new WTP, and a new finished water main extending from the existing Littleton main in Whitcomb Ave and continuing south ~4.5 miles to the Codman Hill Condominiums PWS#2037001 in Boxborough.

**Massachusetts Water Resources Authority DW-23-141****CP-2 NEH Improvements**

The Project consists of the installing up to 6,700 linear feet of new 24-inch ductile iron pipe to interconnect Section 83 (in the vicinity of Meter 183) to Section 45 (in the vicinity of Meter 47).

**Massachusetts Water Resources Authority DW-23-142**

## Section 23, 24, 47 Water Mains Rehab

The Massachusetts Water Resources Authority seeks to rehabilitate three water mains designated as Sections 23, 24 and 47 under contract 6392. The water mains serve the communities of Boston and Watertown. Section 23 and section 24 are 124-year-old cast iron pipes, Section 47 is a 103-year-old cast iron main. The goal of this project is to improve the condition, hydraulic capacity and reliability of the existing water mains, avoid potential service disruption as a result of breaks and leaks, and improve hydraulic and operating deficiencies in the distribution system.

**Massachusetts Water Resources Authority DW-23-148**

## Weston Aqueduct Supply Main Rehabilitation

The Weston Aqueduct Supply Main 3 (WASM 3) is an existing 10-mile, 56-inch to 60-inch diameter, steel water main that supplies the communities of Waltham, Watertown, Belmont, Arlington, Lexington, Bedford and Winchester. In addition, the pipe conveys flow to the MWRA's Intermediate High, Northern High and Northern Extra High pressure systems. The pipe was built in the 1920's and is in need of repair due to frequent leaks and aging valves and appurtenances. It serves as a primary means of backup supply within the MWRA's distribution system in the event of a failure along the City Tunnel and City Tunnel Extension.

**Massachusetts Water Resources Authority DW-23-149**

## Northern Intermediate High Section 89 Replacement

This construction project will replace approximately 10,500 feet of 48-inch PCCP water main, Section 89, in Stoneham, Winchester, and Woburn, the abandonment of Section 29 in Stoneham, and the replacement of valves and appurtenances for approximately 9000 feet of 36-inch Ductile Iron water main in Woburn. Replacement of the older PCCP pipeline in Section 89 (identified as having a significant risk of catastrophic failure) will ensure that this service area has a redundant means of water supply.

**New Bedford DW-23-155**

## Quittacas Water Treatment Plant Upgrades

The City of New Bedford's Quittacas Water Treatment Plant (QWTP) Upgrades project is the second phase of the QWTP upgrades. The QWTP was constructed in the 1970's and no major upgrade has been completed since. Phase 1 was just completed and included upgrades to the electrical distribution system. This phase includes upgrades to the remaining major equipment such as the HVAC system, SCADA, and process areas to ensure the plant continues to function safely and properly.



### **Randolph DW-23-153**

#### **Tri-Town Regional Water Treatment Plant**

The proposed Tri-Town Regional Water Treatment Plant (TTRWTP) project would create a regional facility to replace the existing Braintree WTP and Randolph/Holbrook WTP. The new regional facility would eliminate redundancies of having two individual plants and their associated capital and operation and maintenance costs. The new Tri-Town WTP will help protect public health by reducing bacteria, carcinogenic compounds, and disinfectant byproducts present in the current systems. The water treatment process would be as follows:

- Polymer and PACL addition for coagulation of raw water
- Dissolved air floatation (DAF) for removal of larger, coagulated solids
- Granular activated carbon (GAC) filtration for removal of per- and polyfluoroalkyl substances (PFAS) and smaller, finer solids
- Chlorine addition for disinfection and pH adjustment for corrosion control

The new TTRWTP will incorporate improved treatment technology in order to provide high quality finished water and to maintain distribution system residuals. The regional facility, with a design capacity of 12.5 MGD, would meet all current and anticipated drinking water standards, and would also improve the aesthetic quality of drinking water for Braintree, Randolph, and Holbrook.

### **Raynham Center Water District DW-23-143**

#### **PFAS Water Treatment Plants**

The Project includes the construction of two PFAS water treatment plants, one at the Lake Nip site and one at the Gushee Pond site.

### **Scituate DW-23-125**

#### **Surface Water Treatment Plant**

The Project includes the construction of a new water treatment facility in accordance with the Administrative Consent Order (ACO) received in August 2020. The new water treatment facility will include plate settler clarification, dual media filter treatment, new emergency back-up power, intake piping, interconnection piping and appurtenances. The completed project will improve drinking water quality by reducing high manganese and iron concentrations and eliminate microbiological contaminations and discoloration.

### **Sharon DW-23-123**

#### **Wells 2 & 4 Water Treatment Plant**

The Project consists of the construction of a permanent treatment facility to reduce PFAS6 and manganese levels in the finished water from Wells 2 & 4.

### **Springfield Water And Sewer Commission DW-23-140**

#### **Replacement of Water Treatment Plant – Phase 2B**

The Project consists of the construction of a water treatment plant with new treatment processes including coagulation, flocculation, Dissolved Air Flotation (DAF) and filtration to replace the existing direct filtration and slow sand filtration processes. The DAF as a clarification process will increase removal of natural organic matter to achieve compliance with Disinfection Byproduct (DBP) maximum contaminant levels (MCLs).

**Sudbury Water District DW-23-138****East Street WTP PFAS Treatment**

The Project includes construction of a permanent treatment facility consisting of two 10-foot diameter Granular Activated Carbon pressure vessels and four 6-foot diameter ion exchange resin vessels. The vessels will be housed in a building adjacent to the East Street WTP.

**Water Supply District of Acton DW-23-126****PFAS Treatment at South Acton WTP**

The Project includes the construction of a building addition at the existing South Acton WTP site to house the equipment needed for PFAS removal. Treatment will include Granular Activated Carbon and/or Ion Exchange. The completed project will improve drinking water quality by reducing high PFAS concentrations.

**Water Supply District of Acton DW-23-127****PFAS Treatment at Central Acton WTP**

The Project includes PFAS treatment including the construction of a building addition at the existing Central Acton WTP site to house the equipment needed for PFAS removal. Treatment will include Granular Activated Carbon and/or Ion Exchange, and the connection of two bedrock wells to the Central Acton WTP to reduce the PFAS concentration by blending the two new sources with the existing Conant sources at the CAWTP.

**Webster DW-23-119****PFAS Water Treatment Plants**

The Project consists of the construction of two new PFAS water treatment plants and a meter system upgrade project. The WTPs will remove PFAS to below regulatory limits from both the Memorial Beach and Bigelow Well Sites. The proposed new WTP at the Bigelow site will also remove manganese to below regulatory limits. Two replacement wells will also be installed to improve system redundancy. The water meter upgrade project will significantly reduce the Town's unaccounted for water (UAW).

**West Bridgewater DW-23-124****West Bridgewater Long Term PFAS Compliance**

The Project consists of the construction of a PFAS treatment modification to the Manley Street Water Treatment Facility to comply with the PFAS6 MCL.

**Westborough DW-23-129****Oak Street WTP PFAS Improvements**

The Project includes the construction of a treatment process at the Oak Street Water Treatment Plant (WTP) for the removal of elevated concentrations of perfluoroalkyl substances (PFAS) from two groundwater wells, one of which is above the Massachusetts Maximum Contaminant Limit. The treatment process will consist of two trains of two, twelve-foot diameter pressure vessels in lead/lag configuration, each filled with 20,000 pounds of granular activated carbon (GAC). Based on rapid small scale column testing, GAC will remove PFAS for an extended period to non-detectable concentrations of PFAS. The treatment process will be installed in an extension to the existing Oak Street WTP and involve other minor upgrades to the existing facility.

**Winchendon DW-23-110****Water Transmission Main Replacement**

The Project includes the construction of approximately 21,000 linear feet of new 12" ductile iron water transmission main in Winchendon and Ashburnham. The Project also includes installation of 2 water meter vaults, 2 bridge crossings, and 1 culvert crossing. The Project will replace the existing water main that was installed in the early 1950's and has a history of excessive breaks. The existing water main is the sole transmission water main providing water to the Town of Winchendon and many residents within the Town of Ashburnham.

**Clean Water Agreements****Massachusetts Water Resources Authority CW-23-60****DITP Asset Protection Phase 3 Contract No. 7110 HVAC Equipment Replacement**

Replacement of various Heating, Ventilation and Cooling units through the treatment plant. Replacements include fan coil units, air handling units, chiller systems, the WWTP central HVAC control system, and 29 existing fume hoods in the Laboratory.

**Contract Nos. 7059/7420 Switchgear and NMPS MCC Replacements**

Replacement of various electrical low voltage distribution equipment that provides power to critical pumping stations and laboratory processes.

**Contract No. 7051 Fire Alarm Replacement**

Replacement of the central fire detection and alarm system throughout the treatment plant. This project will ensure that the plant continues to meet its discharge permit requirements by replacing obsolete equipment and systems. Some of the contracts are expected to result in decreased required maintenance and/or lower operating costs. All equipment is at the end of its useful life.

**Massachusetts Water Resources Authority CW-23-61****DITP Clarifier #2**

The Massachusetts Water Resources Authority's project is needed to correct deficiencies noted during the first Primary & Secondary Clarifier project. Project will include the replacement of systems such as: influent gates that are not providing adequate isolation; effluent launders and aeration systems that are in need of repair/replacement; and concrete corrosion in primary clarifiers above the water line that require repair and coating to prevent future corrosion. The sludge removal system in primary tanks and aeration/recirculation systems in secondary tanks need to be rehabilitated as well. The Authority will not be able to meet its discharge permit without this upgrade.

**Nahant CW-22-46****Sewer Collection System Repair & Replacement 2022**

The Town of Nahant seeks to upgrade the wastewater collection system to be more reliable, resilient, energy efficient, and cost-efficient. The sewer system repair and replacement work is required to prevent sanitary sewer overflows, reduce inflow/infiltration to the sewer system and build a more reliable and resilient wastewater system for the Town. The proposed work includes: Lowlands Pump Station Upgrades, Willow Road Force Main Replacement, Lowlands Pump Station Force Main Causeway Section Replacement, and Gravity Sewer Collection System Repairs.

**Shutesbury CWPEC-23-62****Shutesbury Fire Dept. Immediate Response Action**

Implementation of an Immediate Response Action to address a release of PFAS to the environment that is impacting private wells in neighboring residential properties.

**South Essex Sewerage District CWP-20-35****Primary Clarifier Concrete Restoration**

SESD operates a regional WWTF that was originally constructed in 1972 and upgraded in the 1990s. Average daily flows at the WWTF are approximately 30 MGD, with a peak capacity of 99 MGD. The WWTF discharges effluent to Salem Sound. The primary treatment process consists of 7 underground cast-in-place concrete tanks with precast concrete roofs. The concrete surface in the headspace of the tanks has corroded over the years and has reached a point where the issue needs to be addressed. If this issue is not addressed, there is a risk that the primary clarifiers could structurally fail. The goal of this project is to restore the impacted concrete within all 7 primary clarifiers to ensure long term structural reliability of the tanks.

**Drinking Water Agreements****Andover DWLC-23-105****Lead Service Line Replacement**

The Project will replace approximately 300 Lead Service Lines within the water distribution system. In April 2022 MassDEP issued ACO 00012844 which requires the Town investigate a minimum of 400 water service lines of unknown material per year and replace a minimum of 25 LSLs per year. Based on extrapolation of early data from the inspection program, an additional 156 service lines are expected to be found to be lead service line containing material. Between 154 existing LSLs in the Town's inventory and expected future LSLs of 156, 300 LSLs are estimated to be replaced.

**Boston Water And Sewer Commission DWLC-22-50****Elimination of Lead Water Services in Boston**

The Boston Water and Sewer Commission seeks to eliminate lead water services in both the public way and private property. The Commission has an ongoing lead water service replacement program which was initiated in response to the exceedance of the lead action level in 2020.

### **Braintree DWPEC-23-151**

#### **Tri-Town Regional Water Treatment Plant**

The proposed Tri-Town Regional Water Treatment Plant (TTRWTP) project would create a regional facility to replace the existing Braintree WTP and Randolph/Holbrook WTP. The new regional facility would eliminate redundancies of having two individual plants and their associated capital and operation and maintenance costs. The new Tri-Town WTP will help protect public health by reducing bacteria, carcinogenic compounds, and disinfectant byproducts present in the current systems. The water treatment process would be as follows:

- Polymer and PACL addition for coagulation of raw water
- Dissolved air floatation (DAF) for removal of larger, coagulated solids
- Granular activated carbon (GAC) filtration for removal of per- and polyfluoroalkyl substances (PFAS) and smaller, finer solids
- Chlorine addition for disinfection and pH adjustment for corrosion control

The new TTRWTP will incorporate improved treatment technology in order to provide high quality finished water and to maintain distribution system residuals. The regional facility, with a design capacity of 12.5 MGD, would meet all current and anticipated drinking water standards, and would also improve the aesthetic quality of drinking water for Braintree, Randolph, and Holbrook.

### **Holbrook DWPEC-23-152**

#### **Tri-Town Regional Water Treatment Plant**

The proposed Tri-Town Regional Water Treatment Plant (TTRWTP) project would create a regional facility to replace the existing Braintree WTP and Randolph/Holbrook WTP. The new regional facility would eliminate redundancies of having two individual plants and their associated capital and operation and maintenance costs. The new Tri-Town WTP will help protect public health by reducing bacteria, carcinogenic compounds, and disinfectant byproducts present in the current systems. The water treatment process would be as follows:

- Polymer and PACL addition for coagulation of raw water
- Dissolved air floatation (DAF) for removal of larger, coagulated solids
- Granular activated carbon (GAC) filtration for removal of per- and polyfluoroalkyl substances (PFAS) and smaller, finer solids
- Chlorine addition for disinfection and pH adjustment for corrosion control

The new TTRWTP will incorporate improved treatment technology in order to provide high quality finished water and to maintain distribution system residuals. The regional facility, with a design capacity of 12.5 MGD, would meet all current and anticipated drinking water standards, and would also improve the aesthetic quality of drinking water for Braintree, Randolph, and Holbrook.

### **Massachusetts Water Resources Authority DW-23-142**

#### **Section 23, 24, 47 Water Mains Rehab**

The Massachusetts Water Resources Authority seeks to rehabilitate three water mains designated as Sections 23, 24 and 47 under contract 6392. The water mains serve the communities of Boston and Watertown. Section 23 and section 24 are 124-year-old cast iron pipes, Section 47 is a 103-year-old cast iron main. The goal of this project is to improve the condition, hydraulic capacity and reliability of the existing water mains, avoid potential service disruption as a result of breaks and leaks, and improve hydraulic and operating deficiencies in the distribution system.

### **Massachusetts Water Resources Authority DW-23-148**

#### **Weston Aqueduct Supply Main Rehabilitation**

The Weston Aqueduct Supply Main 3 (WASM 3) is an existing 10-mile, 56-inch to 60-inch diameter, steel water main that supplies the communities of Waltham, Watertown, Belmont, Arlington, Lexington, Bedford and Winchester. In addition, the pipe conveys flow to the MWRA's Intermediate High, Northern High and Northern Extra High pressure systems. The pipe was built in the 1920's and is in need of repair due to frequent leaks and aging valves and appurtenances. It serves as a primary means of backup supply within the MWRA's distribution system in the event of a failure along the City Tunnel and City Tunnel Extension.

### **Massachusetts Water Resources Authority DW-23-149**

#### **Northern Intermediate High Section 89 Replacement**

This construction project will replace approximately 10,500 feet of 48-inch PCCP water main, Section 89, in Stoneham, Winchester, and Woburn, the abandonment of Section 29 in Stoneham, and the replacement of valves and appurtenances for approximately 9000 feet of 36-inch Ductile Iron water main in Woburn. Replacement of the older PCCP pipeline in Section 89 (identified as having a significant risk of catastrophic failure) will ensure that this service area has a redundant means of water supply.

### **New Bedford DWP-23-155**

#### **Quittacas Water Treatment Plant Upgrades**

The City of New Bedford's Quittacas Water Treatment Plant (QWTP) Upgrades project is the second phase of the QWTP upgrades. The QWTP was constructed in the 1970's and no major upgrade has been completed since. Phase 1 was just completed and included upgrades to the electrical distribution system. This phase includes upgrades to the remaining major equipment such as the HVAC system, SCADA, and process areas to ensure the plant continues to function safely and properly.

### **Randolph DWPEC-23-153**

#### **Tri-Town Regional Water Treatment Plant**

The proposed Tri-Town Regional Water Treatment Plant (TTRWTP) project would create a regional facility to replace the existing Braintree WTP and Randolph/Holbrook WTP. The new regional facility would eliminate redundancies of having two individual plants and their associated capital and operation and maintenance costs. The new Tri-Town WTP will help protect public health by reducing bacteria, carcinogenic compounds, and disinfectant byproducts present in the current systems. The water treatment process would be as follows:

- Polymer and PACL addition for coagulation of raw water
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- Granular activated carbon (GAC) filtration for removal of per- and polyfluoroalkyl substances (PFAS) and smaller, finer solids
- Chlorine addition for disinfection and pH adjustment for corrosion control

The new TTRWTP will incorporate improved treatment technology in order to provide high quality finished water and to maintain distribution system residuals. The regional facility, with a design capacity of 12.5 MGD, would meet all current and anticipated drinking water standards, and would also improve the aesthetic quality of drinking water for Braintree, Randolph, and Holbrook.



**Item #16 (*No Reference Documents*)**



***Item #17: Authorization of Loan Forgiveness for 2022  
Projects***



**Massachusetts Clean Water Trust**  
**Loan Forgiveness for the 2022 IUP Projects**  
**Schedule 1 - Clean Water SRF Loan Forgiveness**

<b>Loan Number</b>	<b>Borrower</b>	<b>Loan Amount</b>	<b>Loan Forgiveness</b>	<b>Project Title</b>
CW-22-30	Chatham	\$ 15,754,810	3,150,962	Chatham Stage Harbor (1C-5/1E-2) Sewer Extension
CW-22-33	Chatham	3,605,672	721,134	Chatham Mill Pond Pumping Station Upgrade 2022
CWP-22-67	Fairhaven	65,151,891	10,815,214	Wastewater Treatment Facility Upgrades Project
CWP-22-67-A	Fairhaven	4,848,109	804,786	Wastewater Treatment Facility Upgrades Project
CWP-22-59	Falmouth	27,202,218	6,338,117	Falmouth WWTF TASA Improvements
CWP-22-59-A	Falmouth	4,063,000	946,679	Falmouth WWTF TASA Improvements
CW-22-46	Nahant	7,992,142	799,214	Sewer Collection System Repair & Replacement 2022
CWP-22-63	New Bedford	26,860,307	5,345,201	Pumping Station Improvements (R)
CWP-22-63-A	New Bedford	2,665,500	530,435	Pumping Station Improvements (R)
CWP-22-71	New Bedford	11,800,950	2,348,389	Wastewater Treatment Plant Improvements
CWP-22-71-A	New Bedford	730,000	145,270	Wastewater Treatment Plant Improvements
CWP-22-32	Oak Bluffs	26,000,000	4,316,000	Oak Bluffs WWTF ENR Upgrade Project
		<b>\$ 196,674,599</b>	<b>36,261,401.04</b>	

**Massachusetts Clean Water Trust**  
**Loan Forgiveness for the 2022 IUP Projects**  
**Schedule 2 - Drinking Water SRF Loan Forgiveness**

<b>Loan Number</b>	<b>Borrower</b>	<b>Loan Amount</b>	<b>Total Loan Forgiveness</b>	<b>Project Title</b>
DWP-22-46	New Bedford	10,000,000	3,980,000	Quittacas Water Treatment Plant Upgrades
DWP-22-43-A	Somerset	2,616,965	868,832	Booster Pump Station & High Service Area Rehab
DWPEC-22-23	Abington	7,297,686	2,787,716	Hannigan and Myers Avenue WTP PFAS Treatment
DWPEC-22-67	Rockland	7,297,686	2,787,716	Hannigan and Myers Avenue WTP PFAS Treatment
DWLC-22-50*	Boston Water & Sewer Comm	4,698,888	1,879,555	Elimination of Lead Water Service Lines in Boston
DWLC-23-105	Andover	1,800,000	720,000	Lead Water Service Line Replacement
DWP-22-41	Barnstable Fire District	6,983,405	2,206,756	Water Filtration Plant Construction - Wells 2 & 5
<b>Total</b>		<b>\$ 40,694,630</b>	<b>\$ 15,230,575</b>	

\*Amended loan amount. Total replaces amount approved at October 2023 Board Meeting.



**Item #18 (*No Reference Documents*)**