

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

August 6, 2025
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 July 9, 2025.

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

Item #3 **MOTION- VOTE REQUESTED**

Resolution Authorizing the Overflow Stormwater Grants (“OSG”) Program

1. The Trust hereby approves the establishment of a program (the “OSG Program”) to provide assistance in the form of grants (including, without limitation, an additional subsidy equivalent to a loan at an interest rate of zero percent and principal forgiveness, as provided in Section 6(c) of the Enabling Act), to assist Eligible Borrowers with respect to water pollution abatement projects under G.L. c.29C which are communities with populations of not more than 10,000 and/or are disadvantaged communities (“Recipients”) with planning and/or design projects that are in support of construction projects intended for combined sewer overflow (CSO) correction, sanitary sewer overflow (SSO) correction, and/or management of stormwater and subsurface drainage water.
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 OSG Program description and documentation (including without limitation grant agreements) to solicit proposals for grant assistance from the OSG Program and to deliver such certifications, agreements and notices and perform all such further steps and actions as necessary or convenient to effect implementation of the OSG Program.

Item #4 **MOTION- VOTE REQUESTED**

Approval of Overflow Stormwater Grant Commitment and Grant Agreement

<u>PRA No.</u>	<u>Recipient</u>	<u>Amount</u>
CWO-25-11	Marion	\$61,000

Item #5

MOTION- VOTE REQUESTED

Approval of Asset Management Program Grant Agreements

<u>PRA No.</u>	<u>Recipient</u>	<u>Amount</u>
CWA-24-30	Bedford	\$129,000
CWA-24-87	Blackstone	\$33,500
CWA-24-45	Lynnfield	\$70,701

Item #6

MOTION- VOTE REQUESTED

Approval of Cybersecurity Improvement Program Grant Commitments and Grant Agreements

<u>PRA No.</u>	<u>Recipient</u>	<u>Amount</u>
DWC-25-27	Erving	\$15,000
DWC-25-26	Hudson	\$47,670

Item #7

MOTION- VOTE REQUESTED

Approval of Community Septic Management Program Commitments

<u>PAC No.</u>	<u>Borrower</u>	<u>Amount</u>	<u>Interest Rate</u>
CW-25-14	Easton	\$500,000	2%
CW-25-12	Plymouth	\$400,000	2%

Item #8

MOTION- VOTE REQUESTED

Approval of Community Septic Management Program Loans and Financing Agreements

<u>PRA No.</u>	<u>Borrower</u>	<u>Amount</u>	<u>Interest Rate</u>
CWT-25-14	Easton	\$500,000	2%
CWT-25-12	Plymouth	\$400,000	2%

Item #9

MOTION- VOTE REQUESTED

Approval of the Clean Water Loans and Financing Agreements

<u>PRA No.</u>	<u>Borrower</u>	<u>Amount</u>	<u>Interest Rate</u>
CWP-24-74	New Bedford	\$15,614,498	2%
CWP-24-74-A	New Bedford	\$1,900,502	2%
CW-24-81	Provincetown	\$848,000	1.5% ¹
CWP-24-54	Quincy	\$6,320,205	1.5% ¹

Item #10

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>
DWEC-24-53	Dedham-Westwood Water District	\$15,550,000	0% ²
DWPLC-24-65	New Bedford	\$20,503,811	0% ³

¹ Housing Choice Loan

² PFAS Remediation Loan

³ Lead Service Line Replacement Loan

Item #11

MOTION- VOTE REQUESTED

Approval of School Water Improvement Grant

<u>Grant No.</u>	<u>Grantee</u>	<u>Grant Amount</u>
SWIG-25-17	The Saints Academy	\$3,000

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, August 6, 2025 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, c.2 of the Acts of 2023, and c.2 of the Acts of 2025.

Those who would like to attend the meeting, please e-mail 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.

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 July 9, 2025*

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

July 9, 2025
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

James MacDonald, First Deputy Treasurer, Office of the State Treasurer
Susan Perez, Executive Director, MCWT
Nate Keenan, Department Director, MCWT
My Tran, Treasurer, MCWT
William Kalivas, Treasury Specialist, MCWT
Nicole Munchbach, Assistant Controller, MCWT
Sunkarie Konteh, Accountant, MCWT
Pamela Booker, Accountant, MCWT
Iden Abdulrahman, Accountant, MCWT
Jonathan Maple, Senior Policy Analyst, MCWT
Joshua Derouen, Program Manager, MCWT
Kailyn Fellmeth, Senior Program Associate, MCWT
Aidan O'Keefe, Program Associate, MCWT
Ray LeConte, Program Associate, MCWT
Esther Omole, Program Associate, MCWT
Rachel Stanton, Investor Relations and Communications Graphic
Designer, MCWT
Sadie Rooney, Intern, MCWT
Lillian Krcmar, Intern, MCWT
Andrew Napolitano, Director of Communications, Office of the State
Treasurer
Greg Devine, Section Chief, MassDEP
Lilla Dick, Section Chief, MassDEP
Jennifer Pederson, Executive Director, Massachusetts Water Works
Association
Michelle Bulger, Senior Assistant General Counsel, BWSC

CALL TO ORDER: The meeting was called to order by Treasurer Goldberg at 1:30 p.m.

Item #1

MOTION- VOTE

Acceptance and approval of minutes of the meetings held on June 11, 2025 and June 25, 2025.

The motion was made by Ms. Baskin and seconded by Treasurer Goldberg and voted unanimously in favor of acceptance and approval of the minutes of the meetings of the Board held on June 11, 2025 and June 25, 2025.

Item #2

REPORT OF THE EXECUTIVE COMMITTEE

EPA Allotments Update

Ms. Perez reported that the Trust had received its 2025 allotments from EPA. The Trust is continuing to meet with its working group on capacity as well as considering other programmatic changes.

Survey Update

Ms. Perez added that the Trust conducted a survey, as reported during the most recent Executive Committee meeting, that recorded over 90% approval of the service provided from applicants. Communities requested improvements in communication. The Trust will present an improved communications plan at an upcoming meeting.

MOTION- VOTE

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

Ms. Perez gave a presentation on the Fiscal Year (FY) 2026 administrative budget.

The main components of the administrative budget are MassDEP payroll and contract expenses funded through administrative funds and federal grant funds as well as the Trust's payroll and administrative expenses funded through administrative funds. Revenues are generated from administrative fees charged to borrowers, federal grants, and state match funds.

The FY2025 budget shows a deficit that will be funded with the Trust Administrative Fund. The Trust also budgeted a deficit for FY2025. Preliminary results indicate that the results for FY2025 will not be a deficit due to timing of contract expenses and staffing budgeted positions. We will present a FY2025 budget to actual results at a meeting in the fall.

Ms. Baskin said that consistently unfilled positions at MassDEP are due to the Executive Office of Administration and Finance's cap on the number of positions that can be filled.

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

Approval of the Fiscal Year 2026 Budget

1. That the Board of Trustees approves the Trust's fiscal year 2026 budget request, distributed to the Board, for funds from the Administrative Fund for the costs of administering its programs paid through the MCWT's Expendable Trust and the Department of Environmental Protection's Expendable Trust.
2. That the Board of Trustees approves the Trust's fiscal year 2026 budget request of the Department of Environmental Protection, distributed to the Board, for funds from the Clean Water and Drinking Water administrative grant funds and set-aside funds for the administration of the state revolving fund.

Item #4

MOTION- VOTE

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

Mr. Keenan said that most of the proposed changes are to make the Terms and Conditions more user-friendly and list the most up-to-date federal requirements.

One change is a separate Schedule D to the Financing Agreement for projects that are Buy America Build America (BABA) compliant. These requirements, which were included in previous Terms and Conditions, apply only to specific loans and the requirement is being added as a schedule only to the projects it applies to.

The new Terms and Conditions also reference a loan closing date in the Schedule C rather than listing the closing date in the Schedule A as well, which can create confusion when draft debt schedules are updated for borrowers.

There was a delay in preparing these revisions due to clarifications from the EPA.

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

Updates to the Financing Agreement Terms and Conditions for Process Improvements and to Comply with New USEPA Grant Terms and Conditions

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 (defined therein) 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 #5

MOTION- VOTE

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

Mr. Maple explained how this loan is to be issued to a private water supplier that is a private, mobile home community that is looking to rebuild a water distribution system. Following recent changes to the Trust's private borrower policy, the borrower will have to provide guarantees similar to what the Trust receives from municipal borrowers and similar to what this borrower would receive in the private market.

The Trust's financial advisor conducted a risk assessment with metrics that shows Pine Valley Plantation Cooperative Corporation to be a high-risk borrower. Among the requirements included in the term sheet is a requirement that once the Interim Loan is closed, the Corporation must deposit an amount equal to twice the projected maximum annual debt service on the Loan into a reserve held in a bank where there is a deposit account control agreement (DACA) in favor of the Trust. The Corporation will also not be allowed to incur additional debt without the consent of the Trust.

The Trust is also working with another private borrower, Aquarion Water Company, to ensure an updated security guarantee is in place before any disbursements are made.

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

Approval of Term Sheet and Loan Commitment to Pine Valley Plantation Cooperative Corporation

1. That pursuant to the Trust's *Policy on Loans to Private Entities* and the recommendation of the Executive Committee, the Trust hereby approves (a) the term sheet (the "Term Sheet") with Pine Valley Plantation Cooperative Corporation (the "Borrower") and (b) a loan commitment (the "Loan Commitment") to the Borrower for eligible costs under G.L. C.29C, §6 of the following Drinking Water Project in the following principal amount and interest rate and otherwise on the terms set forth in the Term Sheet:

<u>PAC Number</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Loan Forgiveness</u>
DW-24-59	\$6,014,514	0%	13.2%

2. That the Board of Trustees hereby delegates to the Executive Director (the "Authorized Officer") authority to do all things necessary or desirable to implement this vote, including without limitation, executing and delivering the Term Sheet and the Loan Commitment in substantially the form previously approved by the Trust, with such changes, not inconsistent with this vote, as the Authorized Officer executing the same approves, with such

execution by the Authorized Officer being conclusive evidence of such approval.

Item #6

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 Asset Management Program Grant Agreements

<u>PRA No.</u>	<u>Recipient</u>	<u>Amount</u>
CWA-24-48	Needham	\$96,087
CWA-24-37	Newton	\$150,000
DWA-24-39	Weston	\$118,448
CWA-24-19	Williamstown	\$150,000

Item #7

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 Community Septic Management Program Commitment

<u>PAC No.</u>	<u>Borrower</u>	<u>Amount</u>	<u>Interest Rate</u>
CW-25-10	Sharon	\$500,000	2%

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 Loan and Financing Agreement

<u>PRA No.</u>	<u>Borrower</u>	<u>Amount</u>	<u>Interest Rate</u>
CWT-25-10	Sharon	\$500,000	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 the Clean Water Loans and Financing Agreements

<u>PRA No.</u>	<u>Borrower</u>	<u>Amount</u>	<u>Interest Rate</u>
CW-24-39	Boston Water and Sewer Commission	\$20,607,618	1.5% ¹
CW-24-39-A	Boston Water and Sewer Commission	\$2,935,690	1.5% ¹
CWP-24-40	Revere	\$2,616,233	1.5% ¹
CWP-24-86	Saugus	\$2,330,234	2%

¹ Housing Choice Loan

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 the Drinking Water Loans and Financing Agreements

<u>PRA No.</u>	<u>Borrower</u>	<u>Amount</u>	<u>Interest Rate</u>
DWPEC-24-63	Auburn Water District	\$11,730,000	0% ²
DWEC-24-96	Franklin	\$15,000,000	0% ²
DWPEC-24-51	Middleborough	\$15,000,000	0% ²
DWP-24-48	Norwood	\$13,976,950	2%
DWEC-24-72	Shrewsbury	\$15,000,000	0% ²
DWEC-24-88	South Grafton Water District	\$4,200,000	0% ²
DWPEC-24-91	Stoughton	\$4,440,000	0% ²
DWPEC-24-52	Uxbridge	\$14,900,000	0% ²

Item #11

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 School Water Improvement Grants

<u>Grant No.</u>	<u>Grantee</u>	<u>Grant Amount</u>
SWIG-25-13	Community Action Inc.	\$6,000
SWIG-25-14	John E. Boyd Center	\$3,000
SWIG-25-15	Cadence Academy Preschool	\$6,000
SWIG-25-16	Immaculate Conception School	\$12,000

OTHER BUSINESS: None

ADJOURN: The motion was made by Mr. Yontar and seconded by Ms. Baskin and voted unanimously in favor of adjourning the meeting at 1:57 p.m.

LIST OF DOCUMENTS AND EXHIBITS USED:

1. Minutes, June 11, 2025
2. Minutes, June 25, 2025
3. Fiscal Year 2026 Budget
4. Fiscal Year 2026 DEP Contract Expense Details
5. Fiscal Year 2026 DEP Contract Descriptions
6. Revised Terms and Conditions to the Massachusetts Clean Water Trust Financing Agreement
7. Pine Valley Cooperative Corporation Management Analysis
8. Pine Valley Cooperative Corporation Term Sheet
9. Pine Valley Cooperative Corporation Management Decision Letter
10. Project Descriptions

² PFAS Remediation Loan

***Location: Remote:** Notice is hereby given that the Wednesday, July 9, 2025 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, c.2 of the Acts of 2023, and c.2 of the Acts of 2025.

Those who would like to attend the meeting, please e-mail 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.

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



Item #2: *(No Reference Documents)*



***Item #3: Resolution Authorizing the Overflow
Stormwater Grants (“OSG”) Program***

Grant No: _____

Date: _____

Grantee: _____

Grant Amount: _____

GRANT AGREEMENT
(Overflow Stormwater Grant Program)

This Grant Agreement (this “Agreement”) is entered into by and between the Massachusetts Clean Water Trust (together with its successors and assigns, the “Trust”), an instrumentality of The Commonwealth of Massachusetts (the “Commonwealth”) and the grantee listed above, a political subdivision or public instrumentality (together with its successors and assigns, the “Grantee”).

WHEREAS, in accordance with the Enabling Act the Massachusetts Department of Environmental Protection (the “Department”) has issued a Project Approval Certificate to the Trust approving the Project (as defined in Section 2.2) and the costs thereof to be funded by the Trust and, in connection therewith, the Grantee and the Department are executing and delivering, simultaneously with the execution and delivery of this Agreement, one or more Project Regulatory Agreements pertaining to the eligible activities as approved by the Department for the Project.

WHEREAS, the Trust is willing to extend financial assistance in the form of a grant (the “Grant”) to the Grantee on the terms and conditions stated herein;

WHEREAS, the Grantee will agree to adopt and implement the Project to the satisfaction of the Department; and

WHEREAS, the Grantee is willing to accept the Grant and its obligations hereunder on the terms stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

ARTICLE I - REPRESENTATIONS OF THE GRANTEE

Recognizing that the Trust is relying hereon, the Grantee represents, as of the date of this Agreement, as follows:

- (a) *Organization; Power, Etc.* The Grantee is an Eligible Borrower with respect to water pollution abatement project (as defined in the Enabling Act) with full legal right and authority to authorize, execute, and deliver this Agreement, to receive the Grant, to undertake and implement the Project and to carry out and consummate all transactions contemplated by the foregoing;

- (b) *Authority.* The Grantee has duly and validly authorized the execution and delivery of this Agreement, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Grantee that it purports to be, in accordance with its terms, have been obtained or made.
- (c) *No Litigation.* 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 Grantee (as identified on Schedule A) executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of the Project or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Grantee nor the title to office of any Authorized Officer of the Grantee executing this Agreement, is being contested.
- (d) *No Conflicts.* The authorization, execution and delivery of this Agreement, and performance thereof, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.
- (e) *Binding Agreement.* This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (f) *Information Submitted.* All information, reports, and other documents and data submitted to the Trust in connection with this Agreement (including without limitation the Application) were, at the time the same were furnished, and are, as of the date hereof, complete and correct in all material respects.
- (g) *Ratification.* By executing this Agreement, the Grantee affirms and ratifies all statements, representations and written documents that it has submitted to the Trust in connection with this Agreement (including, without limitation, the Application).

ARTICLE II - THE GRANT

2.1 **Grant Amount and Expiration Date**

- (a) *Grant Amount.* The Trust agrees to make and the Grantee agrees to accept, on the terms and conditions stated in this Agreement, a Grant, in the maximum amount specified on Schedule A hereto.
- (b) *Expiration Date.* The Grant, and the obligation of the Trust to disburse the Grant, or any portion thereof, shall expire on the date (the "Expiration Date") specified on Schedule A hereto. No portion of the Grant will be disbursed by the Trust after the

Expiration Date. The Trust, in its sole discretion, may approve extensions of the Expiration Date.

2.2 Project

- (a) *Grant Purpose.* The Grant has been made solely to finance planning and/or design activities that are in support of construction projects intended for combined sewer overflow correction, sanitary sewer overflow correction, and/or management of stormwater and subsurface drainage water as more fully described on Schedule B (the “Project”).
- (b) *Project Schedule.* The Grant will be disbursed by the Trust no more frequently than monthly during the active project phase. The Department and the Grantee have established the payment request schedule set forth in Schedule C. Project completion will be evaluated by the Department.

ARTICLE III - CONDITIONS OF FUNDING

3.1 General Conditions

Prior to the execution and delivery of this Agreement, the Trust shall receive a duly executed Grant Questionnaire. The Grant Questionnaire shall be supplied by the Trust with this Agreement to collect necessary financial information for the purpose of grant disbursement.

3.2 Conditions to Disbursements

The obligations of the Trust to approve or make any disbursement of the Grant is subject to the satisfaction of each of the following conditions on or before the date of such disbursement (all documents, certificates and other evidence of such conditions are to be satisfactory to the Trust in its discretion):

- (a) *Continuing Representations and Warranties.* That the representations and warranties of the Grantee contained in this Agreement be true and correct on and as of the date of such disbursement as though made on and as of such date.
- (b) *Compliance with Agreement.* That Grantee is in material compliance with this Agreement.
- (c) *Additional Documents.* That the Grantee provides the Trust with such additional documents as the Trust may reasonably request.

3.3 Grant Disbursements

Subject to Section 4.2, the Trust shall make disbursements of the Grant no more frequently than monthly.

- (a) Disbursements shall be in an amount that is approved by the Department as eligible costs and is accounted for by consultant/supplier invoices, and cash contribution records.
- (b) Monthly disbursements are contingent on the Grantee submitting monthly progress reports in form and detail acceptable to the Department. Failure to submit such reports may place a hold on future disbursements from the Trust until the Department confirms to the Trust that reporting for the Grantee is up to date.
- (c) The final disbursement shall be in an amount that, together with the amounts previously disbursed, will not exceed the Grant amount. Upon completion of the Project, the Grantee shall file a Project Completion Certificate with the Department as described in the Project Regulatory Agreement. The final disbursement shall not be made until the Department approves Project completion, as evidenced by the Department's filing of a certification with the Trust that the Project has been completed and complies with program requirements.

ARTICLE IV - AFFIRMATIVE COVENANTS

4.1 Generally

Unless otherwise agreed to in writing by the Trust, while this Agreement is in effect, the Grantee shall duly observe each of the affirmative covenants contained in this Article IV.

4.2 Use of Disbursements.

The Grantee shall expend the Grant funds only for eligible costs of the Project as determined by the Department. The Trust shall have no obligation to disburse or expend any amounts for the Project in excess of the Grant. The Grantee represents that the Project funded by the Grant planning and/or design activities that are in support of construction projects intended for combined sewer overflow correction, sanitary sewer overflow correction, and/or management of stormwater and subsurface drainage water.

4.3 Additional Project Funding

The Grantee shall ensure that adequate funding is in place to complete the Project and will obtain loans or funds or receive binding commitments for supplemental funding in an amount needed to ensure completion of the Project.

4.4 Compliance

The Grantee's implementation of the Project and expenditure of the Grant, including the procurement of related contracts, shall comply with all applicable requirements of federal, state and local laws, ordinances, bylaws, rules and regulations. The Grantee acknowledges that the Overflow and Stormwater Grants Program is funded in significant part with federal grant funding (i.e. the Grant constitutes a subaward, and the Grantee is a subrecipient, of federal grant aid awarded to the Trust by the United States Environmental Protection Agency under Federal Award

Identification Number (FAIN) 25000524 dated September 24, 2024) and, accordingly, compliance may include the following:

- (a) *Single Audit.* The Grantee acknowledges that by accepting the Grant 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 Grantee further acknowledges that the Project financed under this Grant Agreement may be designated by the Trust as a project to which the SAA shall apply. In such event, the Grantee 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 the Project is so designated, for so long as the Grant Agreement shall be outstanding the Grantee shall maintain all records and accounts pertaining to the Grant and the Project for such period and as otherwise required by the applicable Federal Act and applicable regulations of the Massachusetts Department of Environmental Protection (the “Department”) 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 and such regulations or as otherwise reasonably requested by the Trust or the Department. The Grantee shall permit the Trust or any party designated by it upon reasonable prior notice to the Grantee to examine, visit and inspect the Project and to inspect and make copies of any accounts, books and records of the Grantee pertaining to the Project or the Grant.
- (b) *Davis-Bacon.* The Grantee 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). The Grantee shall be responsible for monitoring compliance of contractors and subcontractors concerning federal wage rates under the Davis-Bacon Act requirements. In this regard, the Grantee 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.
- (c) *American Iron and Steel.* The Grantee 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 Grantee 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 Grantee has requested and obtained a waiver of the American Iron and Steel Requirement from the United States Environmental Protection Agency 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. For purposes of this section, (i) “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 and

- (ii) “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.
- (d) *Signage.* The Grantee agrees to comply with the signage guidelines described in the United States Environmental Protection Agency’s June 3, 2015 memorandum, *Guidelines for Enhancing Public Awareness of SRF Assistance Agreements*¹ with respect to enhancing public awareness of United States Environmental Protection Agency assistance agreements nationwide.
- (e) *Excluded or Disqualified Contractors and Subcontractors.* The Grantee certifies that it is not ‘excluded’ or ‘disqualified’ (as such terms are defined in 2 CFR Part 180). The Grantee 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.
- (f) *Disadvantaged Business Enterprises.* The Grantee agrees (A) to make the Six Good Faith Efforts whenever procuring construction, equipment, services and supplies with proceeds of the Grant 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.
- (g) *Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment.* The Grantee acknowledges that by accepting the Grant it may be a sub-recipient of federal financial assistance for purposes of 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

¹ See <https://www.epa.gov/cwsrf/enhancing-public-awareness-srf-assistance-agreements>

Grantee further acknowledges that the Project financed under this Grant Agreement may be designated by the Trust as a project to which the Prohibition shall apply. In such event, the Grantee agrees that proceeds of the Grant under this Grantee 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 defined in the aforementioned Section 889) as a substantial or essential component of any system, or as critical technology as part of any system. As defined in said Section 889, “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 other-wise connected to, the government of the People’s Republic of China. The Grantee further agrees that to the extent the Prohibition applies to the Project, it will include a condition in each construction contract for the Project that the contractor will (i) comply with the Prohibition and (b) 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 Grantee acknowledges that there is no exhaustive list of components and services that fall under the Prohibition.

- (h) *Reporting Requirements.* The Grantee agrees to provide the Trust access to its books and records in order to permit the Trust to verify compliance with all applicable requirements of federal, state and local laws, ordinances, bylaws, rules and regulations.
- (i) *Cybersecurity.* The Grantee acknowledges that the EPA must ensure that any connections between the Grantee’s network or information system and EPA networks used by the Grantee to transfer data with respect to the Grant, are secure. For this purpose, a “connection” is defined as a dedicated persistent interface between the EPA 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 Grantee’s connections, as so defined, do not go through the Environmental Information Exchange Network or EPA’s Central Data Exchange, the Grantee 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 Grantee into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

- (j) *Flow Down Requirements.* The Grantee agrees to the following requirements with respect to the Grant and the Project, and to pass down such requirements to its contractors, their sub-contractors and to each lower tier transaction:
- (i) Compliance with the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d *et seq.* and all other federal statutes and regulations prohibiting discrimination in federal financial assistance programs, as applicable.
 - (ii) Reporting subawards and executive compensation under the Federal Funding Accountability and Transparency Act, as applicable to the Grant.
 - (iii) Compliance with the limitations applicable to the federal funding of individual consultant fees. The salary rate (excluding overhead) paid from the Grant to individual consultants retained by Grantee or by a Grantee's contractors or sub-contractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay such in accordance with its normal travel reimbursement practices). Agreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR Part 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.10.
 - (iv) Compliance with the Environmental Protection Agency's prohibition on paying management fees or similar charges in excess of the direct costs and approved indirect costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs. Management fees or similar charges may not be used to improve or expand the scope of the Project, except to the extent authorized as a direct cost of carrying out the scope of work.
 - (v) Compliance with the general procurement standards set forth in 2 CFR Part 200 including those requiring competition when the Grantee acquires goods and services from contractors (including consultants) and subaward procurement requirements in 2 CFR 200.317 through 2 CFR 200.327.

- (vi) Compliance with all applicable federal cross-cutting authorities (see Schedule D hereto for a non-exhaustive list of such authorities).

ARTICLE V - TERMINATION AND REMEDIES

5.1 Termination of the Grant by the Trust

- (a) *Termination of the Grant by the Trust.* The Trust, in its sole discretion, may terminate this Agreement and cease making disbursements of the Grant:
 - (i) If, with respect to any disbursement request, the Department has determined that the Grantee has (i) not incurred eligible costs, (ii) the Project is not in compliance with applicable rules and regulations, or (iii) the Grantee will not be able to complete the Project by the Expiration Date;
 - (ii) if the Grantee has materially breached any term of this Agreement or that the Grantee has failed to strictly comply with any applicable state or federal regulation applicable to the Project and/or the Grant;
 - (iii) if any representation or warranty made by the Grantee in the Application, any request for disbursement, this Agreement, any certification, or other supporting documentation thereunder shall prove to have been incorrect in any material respect at the time made;
 - (iv) if the Grantee shall cease operations, on a voluntary or involuntary basis, of the drinking water system for which the Project is being completed;
 - (v) in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate Trust action inconsistent with performing its obligations under this Agreement.
- (b) *Notice of Termination.* The Trust shall provide the Grantee with written notice of termination of the Grant as provided in subsection (a), setting forth the reason(s) for termination. The termination of the Grant and this Agreement shall be effective as of the date such notice of termination is sent by the Trust.

5.2 Termination of the Grant by the Grantee

The Grantee may terminate the Grant by written notification to the Trust, setting forth the reasons for such termination and the effective date.

5.3 Termination on Final Disbursement

This Agreement shall terminate upon receipt by the Grantee of the final disbursement as described under Section 3.3(c).

5.4 Effect of Termination; Reimbursement of Disbursements

Upon termination of the Grant and this Agreement, the Trust shall have no further obligation to make disbursements. Upon termination of the Grant and this Agreement pursuant to Sections 5.1(a)(i)-(iv) or Section 5.2, the Grantee shall reimburse the Trust for all disbursements of the Grant on a schedule to be negotiated in good faith between the Trust and the Grantee, but in no event more than three (3) years from the date of such termination.

ARTICLE VI - MISCELLANEOUS

6.1 Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered to the intended recipient at the "Address for Notices" specified in Schedule A; or, as to any party, at such other address as shall be designated by such party in a notice to each other party. Receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

6.2 No Waiver

No failure or forbearance on the part of the Trust to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the Trust of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.

6.3 Governing Law

This Agreement shall be construed under, and governed by, the laws of the Commonwealth. The Grantee agrees to bring any Federal or State legal proceedings arising under this Agreement in which the Trust is a party in a court of competent jurisdiction within the Commonwealth. This section shall not be construed to limit any other legal rights of the parties.

6.4 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee and the Trust and their respective successors and assigns, except that the Grantee may not assign or transfer its rights or obligations hereunder without the prior written consent of the Trust.

6.5 Complete Agreement; Waivers and Amendments

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Grantee and the Trust unless otherwise specified in this Agreement. The parties understand and agree that this Agreement supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.

6.6 Headings

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

6.7 Severability

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

6.8 Schedules, Exhibits and Attachments; Counterparts

Each Schedule and Exhibit and each other attachment hereto and referred to herein is an integral part of this Agreement. Moreover, this Agreement may be executed in several counterparts, each of which shall be deemed to be an original.

6.9 No Third Party Beneficiary

This Agreement is exclusively between the Trust on the one hand and the Grantee on the other, and does not nor is intended to create any privity of contract with any other party not a party hereto, nor to imply a contract in law or fact. Any funds disbursed by the Trust are intended to finance the Project. Any approvals given by the Trust or the Department to the Grantee are solely for the benefit of the Trust. The Trust is not obligated to disburse grant funds on any contract, or otherwise, between the Grantee and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Grantee. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the Trust and the Grantee.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be duly executed as of the day and year first above written.

MASSACHUSETTS CLEAN WATER TRUST

By: _____
Authorized Officer

[GRANTEE]

By: _____

Authorized Officers

SCHEDULE A

1. Grant No.: _____
2. Grantee: _____
3. Grant Amount: \$ _____
4. Grant Agreement Date: ____/____/____
5. Unique Entity ID Number: _____
6. Period of Performance: The period of performance for the Overflow and Stormwater Grants Program begins on the date of execution by all parties of the Grant Agreement and ends on _____.
7. Authorized Officers:
 - a. of the Trust: The Executive Director of the Trust
 - b. of the Department: [*to be provided by DEP*]
 - c. of the Grantee: _____
8. Addresses for Notices:
 - a. To the Trust:
Massachusetts Clean Water Trust
One Center Plaza
Boston, Massachusetts 02108
 - b. To the Department:
Department of Environmental Protection
One Winter Street, Sixth Floor
Boston, Massachusetts 02108
Attention: Commissioner
 - c. To the Grantee:

SCHEDULE B

Description of Project

SCHEDULE C

Funding Plan

Disbursements of the Grant are expected to be made on the following schedule, subject to, among other things, approval by the Department.

[Insert Payment Schedule from Exhibit B to Project Regulatory Agreement]

SCHEDULE D

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

- 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.*
- Farmland Protection Policy Act, 7 U.S.C. 4201 *et seq.*
- Fish and Wildlife Coordination Act, 16 U.S.C. 661 *et seq.*
- 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*
- Native American Graves Protection and Repatriation Act, 25 U.S.C. 32



Items #4 through #10: Project Descriptions

Project Descriptions for August 6, 2025

Board of Trustees Meeting

Overflow Stormwater Grant (OSG) Commitment and Agreement

Marion CWO-25-11

290 Delano Road Drainage Improvements-Design

The project includes the design of drainage improvements to the existing Delano Road drainage infrastructure to remediate the stormwater runoff and flooding based on the results of a previous hydrologic/hydraulic analysis of the Delano Road drainage infrastructure.

Asset Management Planning Agreements

Bedford CWA-24-30

Bedford Stormwater Asset Management Plan

The project will implement an asset management program to coordinate and track asset maintenance activities across all departments, prioritize capital improvements objectively and holistically, and align infrastructure-related levels of service with the vision and mission of the Town.

Blackstone CWA-24-87

Blackstone Water System Asset Management

The project is to further develop an Asset Management system for drinking water, stormwater, and wastewater systems. The town's main goal is to organize and digitize paper records and create a document index while conforming to the Level of Service for the utility. Additional work will be done to improve the existing drinking water and stormwater system GIS. The stormwater GIS improvements will aim to satisfy all requirements of the MS4 permit.

Lynnfield CWA-24-45

Lynnfield Asset Management Inventory and Planning

The project objectives are to: 1. Expand and complete an asset inventory of key stormwater features, confirm accurate spatial data for them and organize their attribute data according to a consistent schema. 2. Initiate development of a comprehensive Asset Management Program (AMP) to create a long-term process for identifying, monitoring and prioritizing the procurement, operation, maintenance and replacement of assets. This project will result in a sustainable AMP that will help preserve institutional knowledge.

Cybersecurity Improvement Grant Commitments and Agreements

Erving DWC-25-27

Cybersecurity Improvement Grant Program

Hudson DWC-25-26

Cybersecurity Improvement Grant Program

Community Septic Management Program Commitments**Easton CW-25-14**

Septic Loan Round 13

Septic system repair and replacement at various locations around Easton

Plymouth CW-25-12

Community Septic Management Loan Program

Community Septic Management Loan Program

Community Septic Management Program Agreements**Easton CWT-25-14**

Septic Loan Round 13

Septic system repair and replacement at various locations around Easton

Plymouth CWT-25-12

Community Septic Management Loan Program

Community Septic Management Loan Program

Clean Water Agreements**New Bedford CWP-24-74**

Wastewater Collection System Improvements

The project involves improvements to the wastewater collection system and includes three contracts: Contract 1 - Phase 3 Coggeshall Street Sewer Separation, Contract 2 - Illicit Discharge Removal Program, and Contract 3 - Phase 1 Interceptor and Collector Sewer Rehabilitation Program.

New Bedford CWP-24-74-A

Wastewater Collection System Improvements

The project involves improvements to the wastewater collection system and includes three contracts: Contract 1 - Phase 3 Coggeshall Street Sewer Separation, Contract 2 - Illicit Discharge Removal Program, and Contract 3 - Phase 1 Interceptor and Collector Sewer Rehabilitation Program.

Provincetown CW-24-81

Jerome Smith Pump Station

The project includes construction of an intermediate pump station to pump flow from a new satellite treatment facility located at the existing Route 6/Jerome Smith soccer field to the existing WWTF, via a proposed new force main. The intermediate pump station will include submersible pumps and will be designed to cover the wide range of anticipated flows.

Quincy CWP-24-54**FY25 Sewer & Drain Improvements**

The project implements recommendations found in 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 to address water quality concerns. The city continues to screen for illicit discharges, conduct catchment investigations, and evaluate potential sources of illicit discharges throughout the city. This project includes sewer improvements for the CY2025 construction season as required to meet the obligations of the City's Consent Decree.

Drinking Water Agreements**Dedham-Westwood Water District DWEC-24-53****DWWD - White Lodge WTP PFAS Treatment**

The project involves the construction of a permanent treatment system consisting of two bag filters and two pairs of 12-foot diameter pressure vessels containing ion exchange resin. The vessels will be housed in an addition to the existing White Lodge WTP. The intent of the proposed treatment system is to remove PFAS from the treatment plant effluent water, providing the DWWD with safe drinking water.

New Bedford DWPLC-24-65**Lead Service Line Replacement Program - Phase III**

This project involves the removal and replacement of approximately 2,000 lead service lines (LSLs) throughout the city of New Bedford's water distribution system. The work will also include replacement of water mains where they are determined to be in poor condition or where many services are to be replaced along an older water main. It is anticipated that the project will remove all remaining lead services in the City's water distribution system.



Item #11: (No Reference Documents)