

# **MASSACHUSETTS WATER RESOURCES AUTHORITY**



## **INFILTRATION / INFLOW LOCAL FINANCIAL ASSISTANCE PROGRAM**

### **PROGRAM GUIDELINES FOR SEWER PROJECTS**

**Updated July 2009**

MASSACHUSETTS WATER RESOURCES AUTHORITY  
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## SECTION 1 - INTRODUCTION

### 1.1 Establishment of Massachusetts Water Resources Authority's Infiltration / Inflow Local Financial Assistance Program

The Massachusetts Water Resources Authority (MWRA) Board of Directors, by their vote on August 19, 1992, established the MWRA Infiltration / Inflow (I/I) Local Financial Assistance Program and authorized an initial two-year program budget of \$25 million. The Board of Directors approved additional funds for the program as follows: June 28, 1995 - \$38.75 million for Phase 2; June 24, 1998 - \$37 million for Phase 3; June 13, 2001 - \$40 million for Phase 4; June 23, 2004 - \$40 million for Phase 5; June 28, 2006 - \$40 million for Phase 6; and June 24, 2009 - \$40 million for Phase 7. Through Phase 7, MWRA's total program commitment for funding local I/I reduction projects is \$260.75 million.

### 1.2 Purpose

The purpose of the MWRA I/I Local Financial Assistance Program is to provide incentives in the form of grants and interest-free loans to MWRA's 43 sewer member communities in order to effect modifications to community-owned collection systems that will permanently reduce infiltration and/or inflow tributary to MWRA treatment facilities. The priority of the MWRA I/I Local Financial Assistance Program is the reduction of storm related (and/or tidal) inflow to relieve hydraulic peaks in the collection and treatment systems, thereby reducing surcharging, raw sewage overflows and operational costs. Projects intended to reduce groundwater infiltration are also eligible for financial assistance. While the Program's major objective is funding I/I reduction construction projects, planning and design costs required to implement an I/I reduction construction project are also eligible for financial assistance. Lists of eligible and ineligible project costs are provided in Sections 2.7 and 2.8, respectively.

### 1.3 Term of the Program and Sunset Provisions

Funding distributions under the I/I Local Financial Assistance Program (including Phases 1 through 7) have been approved through fiscal year 2018 (June 30, 2018) except as amended by the grant portion sunset dates noted in subsections (a) and (b) below. Any grant portion funds remaining unused after the applicable sunset date will be removed from the community allocation and total program budget. The loan portion, as allocated under all phases, will remain available throughout the term of the program.

Sunset provisions are noted below:

- (a) If an eligible community fails to take advantage of its total allocation under Phase 4 of the I/I Local Financial Assistance Program by June 30, 2010, the community will relinquish the undistributed funds associated with the 45 percent grant portion as allocated within Phase 4.
  
- (b) If an eligible community fails to take advantage of its total allocation under Phase 5

of the I/I Local Financial Assistance Program by June 30, 2012, the community will relinquish the undistributed funds associated with the 45 percent grant portion as allocated within Phase 5.

The MWRA Board of Directors will review the relative merits of the overall program annually. In the event that the Program is concluded prior to the current term, all financial assistance commitments made prior to the conclusion of the Program shall be fulfilled under the conditions established in each Financial Assistance and Loan Agreement.

#### 1.4 Definitions and Abbreviations

A listing of relevant definitions and abbreviations are presented as APPENDIX A and APPENDIX B, respectively.

## SECTION 2 - FINANCIAL ASSISTANCE APPLICATION AND DISTRIBUTION OF FUNDS

### 2.1 Overview

Binding commitments to provide financial assistance for local I/I reduction projects will be issued by the MWRA's Executive Director or Treasurer in the form of a "Financial Assistance Agreement". An offer for financial assistance will be made by the MWRA following the review of a "Financial Assistance Application" and the determination by the Authority that the project is eligible for financial assistance. The filing of a Financial Assistance Application by a community will not constitute a binding commitment by the MWRA to provide financial assistance. A Financial Assistance Agreement may be executed at the discretion of the MWRA subject to the availability of Program funds. Financial Assistance Agreements will be executed with communities and project funds will be distributed on quarterly funding distribution dates. **The distribution dates will be on or about February 15, May 15, August 15 and November 15 of each year.** To be eligible to execute a Financial Assistance Agreement on a particular funding distribution date, the community must have submitted a Financial Assistance Application in sufficient time to be reviewed and approved by MWRA staff one month prior to the proposed funding distribution date. The community must certify that implementation of the project has begun or will begin within ninety (90) calendar days of execution of the agreement. Financial Assistance Applications may be approved by the MWRA if the proposed project will reduce (or lead to the reduction of) I/I entering the regional collection system tributary to the MWRA-owned Deer Island Treatment Facility.

### 2.2 Application for Financial Assistance

Each MWRA community may apply for funding under the I/I Local Financial Assistance Program by submitting one or more "Financial Assistance Applications" to:

Massachusetts Water Resources Authority  
Charlestown Navy Yard  
100 First Avenue  
Boston, MA 02129  
Attn: Planning, Community Support Program

A sample Financial Assistance Application is provided as Attachment 1. Electronic copies of the Application can be obtained from the Authority's web site at [www.mwra.com](http://www.mwra.com). The applicant should provide as complete information as possible about the proposed project. MWRA staff are available to assist in completing the application. The information provided will be reviewed by MWRA staff to determine if the project is a viable I/I reduction project and assess eligible project costs. Once a proposed project has been approved and an award amount designated, the MWRA and community will cooperatively schedule the execution of a Financial Assistance Agreement on one of the quarterly funding distribution dates detailed above.

### 2.3 Initiation Date for Eligible Project Costs

The initial date for determining community project costs that are eligible to receive funding under the I/I Local Financial Assistance Program is January 1, 1995. All costs incurred for I/I reduction work performed within MWRA service area communities on or after January 1, 1995, regardless of the beginning date of the project, will be considered for eligibility during review of a community's Financial Assistance Application. Eligible and ineligible project costs are outlined in Sections 2.7 and 2.8, respectively.

### 2.4 Financial Assistance Allocation Per Community

The \$40 million additional Phase 7 budget is allocated among the forty-three sewer service area communities based upon their percent share of the Authority's final FY10 wholesale sewer charges. In addition, previously unused funds from Phases 3 / 4 / 5 / 6 have been rolled over into Phase 7. The rollover funds remain allocated to those communities for which they were originally allocated. I/I funding awarded to any community shall, in no case, exceed that community's total program allocation. Each community's allocated grant portion of funds is subject to the sunset provision dates detailed in Section 1.3. Each community's total allocation and funds distributed are listed on the FUNDING SUMMARY table on the following page. Note that the FUNDING SUMMARY table is updated after each quarter funding distribution and is posted on the Community Support page on MWRA's web site [www.mwra.com](http://www.mwra.com).

### 2.5 Maximum Financial Assistance Award Amount Per Project

All project information submitted as part of the Financial Assistance Application shall be used by the Authority to determine the portion of the total project cost eligible under the I/I Local Financial Assistance Program. Based on the determined eligible project cost, an "Award Amount" will be established for each project. The financial assistance Award Amount for each community project shall, in no case, exceed the lesser of:

- (1) the total project cost determined by MWRA to be eligible for financial assistance; or,
- (2) the Total Community Financial Assistance Allocation established in Section 2.4.

### 2.6 Financial Assistance Grant / Loan Apportionment

For Phase 7 I/I Local Financial Assistance Program funding (total of \$40 million), as well as Phase 3 / 4 / 5 / 6 rollover funds, forty-five percent (45%) of the total Award Amount will be provided as a grant and fifty-five percent (55%) will be provided as an interest-free loan. Communities will need to exhaust their rollover funds remaining from Phases 3 / 4 / 5 / 6 prior to becoming eligible for distribution of Phase 7 funds. The interest-free loan portion will be repaid to the MWRA in five equal payments, over a five-year period, beginning one year from the original quarterly funding distribution date (as established in Section 2.9). The loan can be repaid over a shorter period, if the community so desires. Loan repayment details are presented in Section 4.

**MWRA I/I LOCAL FINANCIAL ASSISTANCE PROGRAM  
FUNDING SUMMARY AS OF MAY 2011**

Community	Total Allocations (Phases 1/2/3/4/5/6/7)	Total Distributions (Phases 1/2/3/4/5/6/7)	Percent Distributed	Funds Remaining
Arlington	\$4,893,000	\$4,707,400	96%	\$185,600
Ashland	\$1,126,500	\$930,500	83%	\$196,000
Bedford	\$1,999,600	\$1,691,600	85%	\$308,000
Belmont	\$2,992,100	\$1,974,999	66%	\$1,017,101
Boston	\$74,278,200	\$58,761,001	79%	\$15,517,199
Braintree	\$4,581,000	\$2,483,127	54%	\$2,097,873
Brookline	\$7,400,200	\$4,730,200	64%	\$2,670,000
Burlington	\$2,845,800	\$2,538,300	89%	\$307,500
Cambridge	\$13,547,100	\$9,777,055	72%	\$3,770,045
Canton	\$2,353,900	\$1,645,900	70%	\$708,000
Chelsea	\$3,605,100	\$3,605,100	100%	\$0
Dedham	\$3,441,000	\$3,441,000	100%	\$0
Everett	\$4,525,500	\$3,141,500	69%	\$1,384,000
Framingham	\$7,015,000	\$4,230,395	60%	\$2,784,605
Hingham	\$885,500	\$589,500	67%	\$296,000
Holbrook	\$920,600	\$496,600	54%	\$424,000
Lexington	\$4,159,300	\$4,159,300	100%	\$0
Malden	\$6,725,900	\$4,593,900	68%	\$2,132,000
Medford	\$6,914,600	\$4,794,600	69%	\$2,120,000
Melrose	\$3,385,300	\$2,845,300	84%	\$540,000
Milton	\$3,251,500	\$3,251,500	100%	\$0
Natick	\$3,194,600	\$1,912,700	60%	\$1,281,900
Needham	\$3,746,600	\$2,490,350	66%	\$1,256,250
Newton	\$11,925,400	\$10,519,400	88%	\$1,406,000
Norwood	\$3,939,400	\$3,355,399	85%	\$584,001
Quincy	\$11,125,000	\$9,373,000	84%	\$1,752,000
Randolph	\$3,370,800	\$2,810,900	83%	\$559,900
Reading	\$2,520,100	\$2,116,100	84%	\$404,000
Revere	\$5,502,900	\$5,502,900	100%	\$0
Somerville	\$8,767,800	\$5,723,790	65%	\$3,044,010
Stoneham	\$2,867,900	\$2,867,900	100%	\$0
Stoughton	\$2,696,900	\$2,636,400	98%	\$60,500
Wakefield	\$3,396,900	\$2,850,000	84%	\$546,900
Walpole	\$2,083,000	\$1,759,000	84%	\$324,000
Waltham	\$7,808,400	\$7,808,400	100%	\$0
Watertown	\$3,653,800	\$2,041,800	56%	\$1,612,000
Wellesley	\$3,275,700	\$2,487,547	76%	\$788,153
Westwood	\$1,425,300	\$1,039,300	73%	\$386,000
Weymouth	\$6,505,900	\$4,712,400	72%	\$1,793,500
Wilmington	\$1,388,000	\$1,388,000	100%	\$0
Winchester	\$2,424,000	\$1,731,000	71%	\$693,000
Winthrop	\$1,926,400	\$1,264,800	66%	\$661,600
Woburn	\$6,358,500	\$6,358,500	100%	\$0
<b>Totals</b>	<b>\$260,750,000</b>	<b>\$207,138,363</b>	<b>79%</b>	<b>\$53,611,637</b>

## 2.7 Eligible Project Costs

I/I financial assistance awarded by the Authority shall be for the purpose of determining, removing, and assuring elimination of infiltration or inflow entering the regional collection system tributary to the MWRA-owned Deer Island Treatment Facility. MWRA uses DEP's Guidelines for Performing I/I Analyses and Sewer System Evaluation Surveys, revised January 1993 as its standard manual of practice. Projects that are not in strict accordance with DEP's I/I Guidelines may be eligible for funding if the applicant can demonstrate that undertaking the project is reasonable. Costs that are necessary for the effective reduction or removal of infiltration or inflow and eligible under the I/I Local Financial Assistance Program include, but are not limited to:

(a) Construction, reconstruction, rehabilitation, alteration, remodeling or other improvements to sewerage facilities, storm drain facilities, plumbing and service laterals which will effect I/I reduction and activities incidental thereto including but not limited to:

1. Pipeline replacement;
2. Sliplining;
3. Inversion lining;
4. Joint testing and sealing;
5. Service lateral repair and replacement;
6. Manhole replacement;
7. Manhole rehabilitation / sealing;
8. Manhole cover and frame replacement;
9. Installation of manhole inflow prevention devices;
10. Manhole cover raising to prevent inflow;
11. Construction or extension of small diameter storm drains for collection of private source inflow;
12. A portion of a storm drain construction or extension project that is attributable to I/I reduction;
13. Rerouting of catch basins or area drains;
14. Removal and/or rerouting of sump pump discharges;
15. Rerouting of roof and area drainage; and,
16. Repair/rerouting of cross connections.

(b) Engineering services in connection with the inspection of eligible construction / rehabilitation to ensure that work is accomplished in accordance with design drawings and specifications and applicable State laws and activities incidental thereto, including but not limited to:

1. Resident inspection; and,
2. Contract / construction administration.

(c) Engineering services in connection with the preparation of plans, specifications, public bidding documents and other materials for which the subsequent construction / rehabilitation will effect I/I reduction and activities incidental thereto, including but not limited to:

1. Engineering design services;
2. Surveying; and,
3. Subsurface exploration.

(d) Engineering and contractor services for facilities planning and/or other planning activities in connection with identification and/or quantification of infiltration and inflow sources and activities incidental thereto, including but not limited to:

1. I/I analyses;
2. Sewer system evaluation surveys;
3. Physical inspections;
4. Building inspections for the purpose of identifying private inflow sources;
5. Rainfall simulation techniques including smoke testing and dyed water tracing / flooding;
6. Internal television inspection;
7. Light sewer cleaning necessary to facilitate internal television inspection and/or sewer rehabilitation as long as the total cost of cleaning and debris disposal does not exceed ten percent (10%) of the eligible project cost; and,
8. Heavy sewer cleaning necessary to facilitate sewer rehabilitation as long as the total cost of cleaning and debris disposal does not exceed ten percent (10%) of the eligible project cost.

(e) Purchase of materials to be used to eliminate or reduce infiltration and inflow, including but not limited to:

1. Manhole covers and frames;
2. Manhole inflow prevention devices;
3. Sewer and/or storm drain pipe and appurtenances; and,
4. Chemical grouts or sealants.

(f) I/I reduction projects in combined sewer areas that permanently remove the I/I from the collection system and do not allow the I/I to be rerouted to a downstream sewer tributary to the MWRA-owned Deer Island Treatment Facility.

(g) Post rehabilitation certification and activities incidental thereto.

(h) Direct labor and approved overhead costs for force account work associated with planning, design, or construction of I/I identification and/or removal.

(i) Police details associated with eligible project work.

(j) Establishment of a Massachusetts Municipal Depository Trust (MMDT) account used

solely for the deposit / withdrawal / tracking of financial assistance funds.

(k) Bond counsel services in connection with Loan Agreement review and Sewer Bond / Opinion of Bond Counsel preparation.

## 2.8 Ineligible Project Costs

Costs which are ineligible under the I/I Local Financial Assistance Program shall include, but are not limited to:

(a) Costs in excess of the approved financial assistance Award Amount, except as modified by an executed Financial Assistance Increase Amendment (see Section 2.10).

(b) Costs for services outside the scope of the approved project, except as modified by a revised project scope of services.

(c) Ordinary operating expenses of public works departments, sewer commissions, or local government.

(d) Costs for all sewer cleaning (including both light and heavy cleaning) and testing and debris disposal that is in excess of ten percent (10%) of the eligible project cost.

(e) Any and all costs associated with the testing and disposal of hazardous materials.

(f) Costs for projects which remove I/I from a sewer subsystem but reroute the I/I to a downstream sewer (projects of this type may include separation in upstream areas of combined sewer systems).

(g) Costs incurred under third party agreements, absent specific contract language that conveys the applicable terms and conditions of the Financial Assistance Agreement to the third party (see Section 3.2).

(h) Costs for which payment has been or will be received under any other state or federal grant or loan funding assistance program.

(i) Costs of area-wide or basin planning not directly related to the project.

(j) Costs for the preparation of an MWRA Financial Assistance Application or preparation of funding applications for any other agency.

(k) Costs for development of, or revisions to, sewer use ordinances, sewer use rules and regulations, or sewer user charge systems.

(l) Costs for the development or printing of operation and maintenance manuals.

- (m) Costs for the purchase and/or installation of permanent flow monitoring equipment in sewer systems.
- (n) Costs for the purchase of sewer cleaning and/or TV inspection equipment.
- (o) Charges for the use of vehicles or equipment owned by the applicant.
- (p) Costs for obtaining permits or licenses.
- (q) Bonus payments to contractors for completion of construction earlier than the contracted completion date.
- (r) Personal injury compensation, claims related to wrongful deaths, or property damages arising out of the project, however determined.
- (s) Costs of equipment or material procured in violation of state or federal law.
- (t) Fines and penalties.
- (u) Costs for the purchase of real property.

## 2.9 Commitment and Distribution of Funds

Throughout the term of the Program, Financial Assistance and Loan Agreements will be executed on (or about) the following quarterly funding distribution dates: February 15, May 15, August 15 and November 15. Financial Assistance and Loan Agreements will be executed by the MWRA's Executive Director or Treasurer on behalf of the Authority and an appropriate representative of the community who has been authorized to act as the municipality's agent. Documentation of this authorization will be made part of the executed Financial Assistance Agreement. The Loan Agreement will incorporate an opinion from the community's bond counsel stating that the loan portion of the financial assistance is a valid general obligation of the municipality. The community must also certify that all actions required by the municipality to expend the financial assistance funds have been obtained; that all permits, easements, and all other project requirements and approvals have been obtained; and that implementation of the project has begun or will begin within ninety (90) calendar days of execution of the agreement.

The Financial Assistance Agreement will contain a number of additional project specific terms and conditions that the municipality will agree to upon execution of the agreement. Following execution of the Financial Assistance and Loan Agreements, MWRA will have the entire financial assistance Award Amount transferred into a Massachusetts Municipal Depository Trust (MMDT) account designated and arranged by the community. **All financial assistance funds, together with the earnings (including all accrued interest) from the MMDT account, shall be applied to the cost of approved community I/I reduction projects.**

## 2.10 Increase to an Existing Financial Assistance Award Amount

For each financial assistance award, the Award Amount shall only be increased through execution of a "Financial Assistance Increase Amendment". If a community seeks additional MWRA funding for unanticipated additional costs to an ongoing project, a second Financial Assistance Application must be submitted to the Authority. The second Financial Assistance Application must include additional project information that details the estimated additional project costs. The second Financial Assistance Application will be reviewed and, if the additional project costs are determined to be eligible, additional funding will be committed to the community through execution of a Financial Assistance Increase Amendment on one of the quarterly funding distribution dates identified in Section 2.9, above. A Financial Assistance Increase Amendment shall, in no case, increase funding above the total Program Financial Assistance Allocation established in Section 2.4. The execution of a Financial Assistance Increase Amendment will not change the original repayment schedule. The repayment portion of the increase amount will be spread evenly over the remaining repayments as established under the original Financial Assistance Agreement.

## 2.11 Multiple Financial Assistance Distributions

If a community seeks additional MWRA funding for additional eligible project costs on a previously funded project, a separate Financial Assistance Application may be submitted to the MWRA. Financial assistance for additional community projects will be provided through execution of a separate Financial Assistance Agreement rather than a Financial Assistance Increase Amendment. Communities may receive financial assistance through the execution of multiple Financial Assistance Agreements as long as the total Financial Assistance Allocation (established in Section 2.4) is not exceeded. The repayment amount and schedule established in an initial Financial Assistance Agreement shall not be modified due to the execution of a second (or multiple) Financial Assistance Agreement. The repayment amount and schedule for each Financial Assistance Agreement shall be established independently.

## 2.12 Limitation on Financial Assistance Award

The award of financial assistance by MWRA shall not constitute a commitment for approval of financial assistance for subsequent projects or additional work under the initial project. If a project is initiated prior to execution of a Financial Assistance Agreement, or if the project's Award Amount is exceeded prior to execution of a Financial Assistance Increase Amendment, the applicant proceeds at its own risk. However, all costs incurred for community I/I identification / reduction projects on or after January 1, 1995 will be considered for eligibility under the I/I Local Financial Assistance Program, even if the project is underway prior to submittal of the Financial Assistance Application.

### 2.13 Interaction With Other MWRA Funding Programs, the State Revolving Fund, and Other Programs of Assistance

All costs for which payment has been or will be received under MWRA's CSO Program (including the SOP funding program) and the State Revolving Fund (SRF) or any other state, federal, or other program of assistance shall not be considered an "eligible" cost under the MWRA I/I Local Financial Assistance Program. However, a community's acquisition of other grant or loan funds that are not requested for eligibility under the MWRA I/I Local Financial Assistance Program, shall not adversely influence the award of MWRA financial assistance.

### 2.14 Massachusetts Municipal Depository Trust (MMDT) Account and Use of Earned Interest

The applicant is required to establish a Massachusetts Municipal Depository Trust (MMDT) account for the program. The MWRA will deposit the financial assistance funds into the MMDT account. The financial assistance funds must remain separated from other community funds and accounts. No other community funds may be deposited to this account. **Funds must be drawn from the MMDT account to pay project expenses, or to reimburse other municipal accounts that have been used to pay project expenses. The MMDT account must be drawn down in parallel with project expenses throughout the life of the project. Investment reports from the account shall be furnished to MWRA on a regular basis. All interest earned on the financial assistance funds shall be used by the community to cover eligible project costs or additional phases of the community's I/I reduction program, as approved by MWRA.**

## **SECTION 3 - FINANCIAL ASSISTANCE AGREEMENT**

### **3.1 Overview**

Following review of a community's Financial Assistance Application, the Authority will determine the eligible project cost and establish the project Award Amount. Once the Award Amount is determined, the Authority will draft a Financial Assistance Agreement. Prior to the distribution of funds to any community under the Program, both the MWRA and the community will be required to execute a Financial Assistance Agreement. The Financial Assistance Agreement will stipulate all applicable terms and conditions of the grant and loan funding provided by the Authority for the community's I/I reduction project, including, but not limited to: project scope of work (Attachment A of the Agreement); project schedule (Attachment B of the Agreement); documentation that the community representative who executes the agreement is authorized to act as the municipality's agent (Attachment C of the Agreement); project inspection, reporting, audit, and closeout provisions; and project specific special conditions. The applicant shall signify its acceptance of the terms and conditions through execution of the Financial Assistance Agreement.

Appended to the Financial Assistance Agreement will be a separate Loan Agreement. The Loan Agreement shall include: (1) the loan repayment amount and schedule, (2) an opinion from the community's bond counsel stating that the loan is a valid general obligation of the municipality, and (3) a Sewer Bond prepared by the community's bond counsel and executed by authorized community representatives.

The Financial Assistance and Loan Agreements will not be executed by the Authority until such time as a draft Sewer Bond and Opinion of the Community's Bond Counsel have been received by the Authority. Financial assistance funds will not be distributed by the Authority until such time as the original Sewer Bond and Opinion of the Community's Bond Counsel have been received by the Authority.

### **3.2 Assignment of Agreement Requirements to a Third Party**

For cost efficiencies, some portion of local projects may be performed under an agreement with a separate agency (third party). Examples of this type of arrangement include I/I reduction work contained in contracts performed by Massachusetts Highway, Turnpike Authority, DCR, MBTA, BRA, Boston Public Works, etc. Absent specific contract language, the third party would not generally be subject to the terms and conditions of the Financial Assistance Agreement. If the applicant demonstrates to the MWRA that an agreement exists between the local community / commission and the third party that conveys the applicable terms and conditions of the Financial Assistance Agreement to the third party, then the costs for the I/I reduction work will be considered for eligibility. If no such agreement exists, then project costs incurred under third party agreements will be considered ineligible.

## SECTION 4 - LOAN REPAYMENT REQUIREMENTS

### 4.1 Repayment of Interest-Free Loan

For Phase 7 I/I Local Financial Assistance Program funding (total of \$40 million), as well as Phase 3 / 4 / 5 / 6 rollover funds, forty-five percent (45%) of the total Award Amount will be provided as a grant and fifty-five percent (55%) will be provided as an interest-free loan. Communities will need to exhaust their rollover funds remaining from Phases 3 / 4 / 5 / 6 prior to becoming eligible for distribution of Phase 7 funds. The interest-free loan portion will be repaid to the MWRA in five equal payments, over a five-year period, beginning one year from the original quarterly funding distribution date (as established in Section 2.9). Each loan repayment will be due to the MWRA annually on the quarterly distribution date. The loan can be repaid over a shorter period, if the community so desires. The loan repayment requirements shall apply to funds awarded under all Financial Assistance Agreements and Financial Assistance Increase Amendments.

Forty-five (45) days prior to each annual loan repayment date, MWRA will send the designated community representative an invoice that will include the following:

- (a) the repayment terms which will be 45 days from the invoice date;
- (b) the loan repayment due date;
- (c) the annual loan repayment amount;
- (d) a description of the charge (including original distribution date);
- (e) the MWRA remit address for checks and wires; and,
- (f) the contact number and contact person within the MWRA Treasury Department to call with questions on repayment procedures.

The loan may be repaid early, in less than five years, if the community so desires. Payments should continue to be made on the anniversary date of the loan, but the amount can be increased if the community wishes to pay off the loan early. If a community wishes to pay an amount in advance of the anniversary date and prior to receiving an invoice, identifying correspondence sent under certified mail should accompany the payment in order for the MWRA Treasury Department to properly credit the remaining balance due the proper account. All payments should be clearly identified on the remittance copy of the invoice, especially if the amount paid differs from the amount of the invoice.

## **SECTION 5 - EXPENDITURE VERIFICATION REQUIREMENTS, PROJECT INSPECTION, PROJECT CLOSEOUT, AND AUDIT PROVISIONS**

### **5.1 Expenditure Verification Requirements**

The community shall submit progress reports to the MWRA that outline the overall progress of the project, the progress of key project tasks, and the financial status of the project relative to the initial project budget. The MWRA will provide standardized forms for progress reporting. Progress reports will be submitted to a designated MWRA Project Manager who will be the key Authority contact person for all community inquiries regarding the I/I Local Financial Assistance Program. To enable the Authority to track project expenditures, the community shall append to each progress report appropriate backup information that will document the costs specific to the funded project. Appropriate cost backup information shall include, but not be limited to, consultant and/or contractor invoices, purchase orders, force account time sheets, etc. The frequency for progress reporting shall be established cooperatively between MWRA's Project Manager and the community / consultant based on the project cost, duration and schedule. As a guideline, project reporting will generally be performed on a semi-annual basis.

### **5.2 Project Inspection**

A community receiving funding under the I/I Local Financial Assistance Program shall make the project site and all project records available to MWRA staff for review during the course of the project. MWRA staff will periodically monitor the progress of work for which MWRA financial assistance has been provided. The intent of these periodic inspections will be to insure that the project is: (1) proceeding substantially as defined in the Scope of Work and Project Schedule detailed in the executed Financial Assistance Agreement; and (2) proceeding in a manner which will produce the quantitative I/I reduction result which the community estimated would be achieved in the Financial Assistance Application. Appropriate wording that will allow Authority staff access to the project site and project records shall be included in the Financial Assistance Agreement and project contracts related to performance of work for which the community is receiving financial assistance funding.

### **5.3 Project Closeout Provisions**

Upon completion of the project, the community shall notify the MWRA that the project is complete and shall certify that all work included in the Scope of Work, as defined in the executed Financial Assistance Agreement, has been completed and performed in accordance with said Agreement. The community shall submit to the Authority a standard project closeout package (outline provided by the MWRA) that includes a summary of all project expenditures and identifies the final project cost. Prior to project closeout, the Authority will work cooperatively with the community to make every effort to expend the total project financial assistance Award Amount on project related (or other approved I/I reduction) expenditures. To ensure that the total project financial assistance Award Amount is expended, the Authority will consider allowing: (1) an increase in the quantity of existing eligible items in the project Scope of Work, (2) additions to the project Scope of Work, or (3) the transfer of unused funding to a second funded project which has additional eligible project costs that were not already funded

under a separate Financial Assistance Agreement.

If the final eligible project cost equals or exceeds the project financial assistance Award Amount, no revision to the grant portion of the financial assistance need be made during project closeout. If the final eligible project cost is less than the project financial assistance Award Amount, a revision to the grant portion of the financial assistance must be made during project closeout. The difference between the financial assistance Award Amount and the final project closeout eligible cost will be calculated and defined as the project "Shortage Amount". The community must repay the grant portion of the project Shortage Amount to the MWRA. The existence of a project shortage will not affect the loan repayment amount or schedule in any way.

Repayment of the grant portion of the project Shortage Amount shall be made simultaneously with the next scheduled loan repayment following the project closeout. The MWRA will provide the community a separate invoice for this payment forty-five (45) days prior to the next loan repayment date.

#### 5.4 Project Audit Provisions

The community, the community's engineer(s), and the community's contractor(s) shall maintain books, records, documents, and other evidence directly related to the performance on all work receiving funding under the Financial Assistance Agreement in accordance with generally accepted professional practice and appropriate accounting procedures and practices. The community, the community's engineer(s), and the community's contractor(s) shall also maintain the financial information and data used by the engineer(s) and contractor(s) in the preparation or support of the cost submission and a copy of the cost summary submitted to the community. The MWRA shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours, upon ten (10) days notice and at the Authority's expense. The community, the community's engineer(s), and the community's contractor(s) shall provide proper facilities for such access and inspection. All documents shall be kept for at least seven (7) years after the final payment to the engineer(s) or contractor(s), or at least seven (7) years after closeout of the project, whichever is later.

The community shall agree to include the wording of the above paragraph in all contracts and subcontracts related to performance of work for which the community is receiving MWRA financial assistance funding.

Audits conducted by the MWRA, or its duly authorized representatives, shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the MWRA. Such audits shall be conducted at the expense of the Authority upon ten (10) days notice to the community.

If requested, the community agrees to provide the MWRA with a copy of the community's annual audited financial statements within a reasonable time after the issuance thereof, together with a certificate of the community stating that the community is in compliance with its obligations under this agreement.

## **SECTION 6 - EQUAL EMPLOYMENT OPPORTUNITY, ANTIDISCRIMINATION, AND AFFIRMATIVE ACTION GOALS**

### 6.1 Overview

The community shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap status or national origin. The community, the community's engineer(s), and the community's contractor(s) shall comply with all applicable laws and regulations pertaining to nondiscrimination, equal opportunity and affirmative action, including without limitation, executive orders and rules and regulations of federal and state agencies of competent jurisdiction. As detailed below, the community shall make positive efforts to use minority-owned business enterprises (MBE) and woman-owned business enterprises (WBE) for professional services, non-professional services and construction related work that has received funding under the I/I Local Financial Assistance Program. The community shall also require all construction contractors and subcontractors to make positive efforts to meet the percentage goal for minority employee work force hours and woman employee work force hours, as detailed below.

For the purpose of establishing MBE/WBE participation goals and minority/woman employee work force hour goals for projects receiving funding under the I/I Local Financial Assistance Program, all eligible project costs should be designated to one of the following four categories of work:

- (a) Professional Services (see Section 6.2);
- (b) Non-professional Services (see Section 6.3);
- (c) Construction (see Section 6.4); and,
- (d) Force Account Work (see Section 6.5).

The goals for MBE/WBE participation and minority/woman employee work force hour percentage are specific to the category of work being performed. The goals for each category of work are detailed below.

### 6.2 Goals for Professional Services

A community that receives MWRA I/I Local Financial Assistance Program funds for a project under the Professional Services category of work should make positive efforts to achieve a goal of 7.18 percent participation of Minority-owned Business Enterprise(s) and 5.77 percent participation of Woman-owned Business Enterprise(s) within project contracts. At a minimum, the community should allow MBEs and WBEs the maximum feasible opportunity to compete for subagreements to be performed under the project. The community will not be required to include the MWRA's MBE/WBE Compliance Forms or the MWRA's Requirements for Minority and Woman Business Enterprise and Equal Employment Opportunity Consultant Services Forms within its professional service contracts.

The community shall agree to include the wording of the above paragraph in all contracts and subcontracts related to performance of work for which the community is receiving MWRA financial assistance funding.

### 6.3 Goals for Non-Professional Services

A community that receives MWRA I/I Local Financial Assistance Program funds for a project under the Non-Professional Services category of work should make positive efforts to achieve a goal of 5.61 percent participation of Minority-owned Business Enterprise(s) and a goal of 4.88 percent participation of Woman-owned Business Enterprise(s) within project contracts. At a minimum, the community should allow MBEs and WBEs the maximum feasible opportunity to compete for subagreements to be performed under the project. The community will not be required to include the MWRA's Supplemental Provisions for Equal Employment Opportunity, Antidiscrimination and Affirmative Action Forms within its construction contracts/specifications or non-professional service contracts.

The community shall agree to include the wording of the above paragraph in all contracts and subcontracts related to performance of work for which the community is receiving MWRA financial assistance funding.

### 6.4 Goals for Construction

A community that receives MWRA I/I Local Financial Assistance Program funds for a project under the Construction category of work should make positive efforts to achieve: (1) a minority employee work force hour goal of 10.00 percent, (2) a woman employee work force hour goal of 6.90 percent, (3) a goal of 7.24 percent participation of Minority-owned Business Enterprise(s), and (4) a goal of 3.60 percent participation of Woman-owned Business Enterprise(s) within project contracts. At a minimum, the community should allow MBEs and WBEs the maximum feasible opportunity to compete for subagreements to be performed under the project. The community will not be required to include the MWRA's Supplemental Provisions for Equal Employment Opportunity, Antidiscrimination and Affirmative Action Forms within its construction contracts/specifications or non-professional service contracts.

The community shall agree to include the wording of the above paragraph in all contracts and subcontracts related to performance of work for which the community is receiving MWRA financial assistance funding.

### 6.5 Force Account Work

For the MWRA I/I Local Financial Assistance Program, no specific work force goal is established for the Force Account category of work. Each community should make positive efforts to achieve significant minority employee work force hours and woman employee work force hours.

## **SECTION 7 - INSTRUCTIONS FOR COMPLETING FINANCIAL ASSISTANCE APPLICATION**

### 7.1 Application Instructions

Each MWRA service area community may apply to the Authority for funding under the I/I Local Financial Assistance Program by completing and filing the required application form. The Authority shall review each submitted application to determine the adequacy, accuracy and completeness of the information contained therein. The Authority may request that the applicant provide additional project information and/or attend a meeting to review project details.

The MWRA I/I Local Financial Assistance Program Financial Assistance Application is presented as Attachment 1. All questions within the application must be answered completely and accurately. The application and all supporting documentation should be submitted to:

Massachusetts Water Resources Authority  
Charlestown Navy Yard  
100 First Avenue  
Boston, MA 02129  
Attn: Planning, Community Support Program

An electronic version of the application may be obtained from the Authority's web site at [www.mwra.com](http://www.mwra.com) or by contacting the MWRA Community Support Program. A discussion of each section of the Financial Assistance Application is presented below.

#### **Section 1 - Financial Assistance Requested**

This section is self-explanatory.

#### **Section 2 - Project Description**

The applicant should provide as complete and detailed information as possible on the proposed project. The information provided will be reviewed by MWRA staff to determine if the project is a viable I/I identification/reduction project and assess eligible project costs. It is important that the project proponent state the estimated infiltration and/or inflow reduction anticipated from completion of the project construction phase. Included in Section 15 of the Financial Assistance Application is a form that requests the community's estimate of peak and annual average infiltration and/or inflow reduction that may be achieved following the construction phase of the project. Submittal of this information will allow the MWRA to provide the community with information that may be helpful in analyzing the project's potential cost benefit. This form may be submitted with the application or prior to the submittal of the full application so that the community may review the results of the Authority's cost benefit information. For more detailed information, see the narrative of Section 15 - Estimated I/I Reduction and Potential Cost Benefit of I/I Removal.

### **Section 3 - Documentation of Project Need**

Identify records which document the project's need, including, but not limited to: report recommendations (Facility Plans, I/I Reports, Sewer System Evaluation Surveys); physical surveys and internal TV inspections; and/or flow records from metering, pump station records, or other pertinent DPW maintenance records.

### **Section 4 - Project Schedule**

The application must contain a realistic schedule outlining important milestones in the planning, design, or construction phases of the project. The estimated project start date must be included.

### **Section 5 - Map of Project**

The application should be accompanied by a project map, denoting the collection system and/or general plan of the proposed project site. If no map or plan is submitted with the application, an appropriate explanation must be provided.

### **Section 6 - Project Funding**

The applicant must identify if one hundred (100) percent of the proposed project funding will come from the MWRA I/I Local Financial Assistance Program or if a portion of the project funds will come from other funding sources. If additional funds are required to perform the project, the applicant must identify such funds in this section of the application. Documentation of the availability of the additional funds should be included with the application or, if the additional funding is anticipated through a future action, the anticipated availability date of the additional funds should be provided.

### **Section 7 - Summary of Costs**

In the space provided (or as an attachment) list each project phase (i.e. Planning, Design, Construction, Construction Services, etc.). Under each phase list the major tasks of work required to complete the project. For each major task provide an estimate of the total cost and eligible cost under the appropriate heading. Major tasks may include those listed as eligible project costs in Section 2.7 of the Program Guidelines or other costs that may or may not be eligible for financial assistance funding. At the bottom of the Summary of Costs section, provide the date of the cost estimate, the appropriate Engineering News Record (ENR) Construction Cost Index, and the name of the person or firm who developed the cost estimate. Engineering costs should be broken down into the major engineering tasks as outlined in a standard engineering agreement. The following information should be provided for each engineering task: staff labor category, staff hours, hourly rates, direct labor costs, indirect labor costs, other direct costs and/or expenses, etc. For ease of preparation, an EPA 5700-41 cost form or similar cost spreadsheet form may be submitted. Construction costs should be documented through an engineering cost estimate or bid tabulation, if available.

### **Section 8 - Interdependent Projects**

The application must note whether financing has been received or is being requested for this project, or a separate phase of the project, from a state grant, the State Revolving Fund (SRF) program, or any other federal, state or other funding program. The applicant must specify interdependent projects or portions of projects. For example, if the applicant is performing the design phase of a project under State grant or SRF funding, and MWRA financial assistance is being requested for the construction phase, then the construction phase is dependent on completion of the design.

### **Section 9 - Intermunicipal Projects**

If the project will serve two or more municipalities, or one community's project extends into another community, the applicant must explain the circumstances. State whether the municipalities have, or propose to have, an intermunicipal agreement or other legally binding documents covering financing, construction, and/or operation of the proposed improvements. If not, detail historic cooperative service relationships between the parties.

### **Section 10 - Project Permits and Certificates**

The applicant should specify permits and/or certificates that have been obtained or may be required prior to initiation of the proposed project. A list of permits and certificates, that may be applicable, is provided in the application. Additional permits and/or certificates may be required that are not shown on the list provided.

### **Section 11 - Construction Plans, Specifications, and Bidding Documents**

For proposed construction projects and equipment/material purchases, the applicant should outline the status of the plan, specification, and bidding document preparation, and the time schedule for completion. If these documents are not required for the project, an explanation must be included in this section.

### **Section 12 - Engineering Agreement**

For all proposed projects, the applicant should outline the status of an engineering agreement and time schedule for its completion. If no engineering agreement is required for the project, an explanation must be included in this section.

### **Section 13 - Force Account Work**

If the applicant proposes to perform any funding eligible portion of the project (planning, design, construction services, or construction activities) using its own staff (City, Town, or Commission employees), a description of the proposed activities must be provided. The use of the applicant's own employees is defined as "force account work".

Overhead costs associated with force account work may be approved if documentation of the overhead calculation is provided to the Authority. Charges for the use of vehicles or equipment owned by the applicant and community staff time utilized in obtaining permits or licenses are ineligible.

#### **Section 14 - Other Project Information**

The applicant is encouraged to provide any other additional information that may enable the Authority to determine that the project is a viable I/I identification/reduction project and assess eligible project costs.

#### **Section 15 - Estimated I/I Reduction and Potential Cost Benefit of I/I Removal**

The applicant should provide as complete information as possible on the estimated infiltration and/or inflow reduction that is anticipated to be achieved when the construction phase of the project is concluded. For projects that will reduce groundwater infiltration, the peak month infiltration reduction and average annual infiltration reduction should be estimated. For projects that will reduce stormwater inflow, the design storm peak hour inflow rate reduction, design storm inflow volume reduction, and average annual inflow reduction should be estimated. The "design storm" is defined (by DEP) as a storm with a one year return period, a one hour peak rainfall intensity of about 0.87 inches, and a six hour cumulative rainfall of about 1.72 inches (see DEP's Guidelines for Performing I/I Analyses and Sewer System Evaluation Surveys, revised January 1993).

If the applicant can not estimate the average annual infiltration or average annual inflow reduction, MWRA staff can provide an estimate by prorating the peak month infiltration reduction, the design storm peak hour inflow rate reduction, or the design storm inflow volume reduction based on historical wastewater metering system flow data.

Using the I/I reduction estimates, Authority staff will run the MWRA wholesale rate model for the preceding fiscal year. The dollar value of the rate reduction that would have been realized by the applicant if the estimated flow reduction had taken place in the previous year will be estimated. MWRA staff will provide the results of the rate model analysis to the community. This information may be helpful in analyzing the project's potential cost benefit. As a standard, the analysis will be performed holding all other MWRA service area community flows constant. However, if requested by the applicant, rate model runs can be made to simulate the net affect other community potential flow reductions may have on the applicant's wholesale sewer rate.

The applicant may submit the I/I reduction information with the financial assistance application. However, at the applicant's discretion, the I/I reduction information form may be submitted to the MWRA prior to the submittal of the full application. This would allow the community to review the results of the Authority's wholesale rate analysis and use the information as a decision making tool when evaluating one or more I/I projects. For more information on this process, the applicant is encouraged to contact MWRA Community Support Program staff.

## **APPENDIX A - DEFINITION OF TERMS**

**Authority:** The Massachusetts Water Resources Authority.

**Board of Directors:** The Board of Directors of the Massachusetts Water Resources Authority.

**Combined Sewer:** A sewer intended to serve as both a sanitary sewer and a storm drain.

**Cost-effective:** The cost of removing infiltration or inflow is less than the cost for transporting and treating these flows.

**Defect:** A specific source of infiltration/inflow.

**Dyed Water Tracing / Flooding:** The insertion of colored water into the sewer to confirm a suspect inflow source or to identify the exact location of indirect cross connections between storm drains and sanitary sewers.

**Excessive Infiltration / Inflow:** The quantity of infiltration or inflow that can be shown to be cost-effective to remove from the collection system.

**Executive Director:** The Executive Director of the Massachusetts Water Resources Authority.

**Financial Assistance:** Monies provided to public entities.

**Grants:** Monies provided to public entities that do not require repayment.

**Groundwater Migration:** The tendency for groundwater to continue to enter a collection system through additional defects following the rehabilitation of defects that were known to be leaking previously.

**Infiltration:** Extraneous water entering a sewer system from the ground through sources such as defective pipes, pipe joints, connections, and manhole walls. Infiltration does not include, and is distinguished from, inflow.

**Infiltration / Inflow:** The quantity of water from both infiltration and inflow without distinguishing the source.

**Inflow:** Extraneous water discharged into a sewer system from sources such as sump pumps, roof leaders, cellar drains, foundation drains, surface drains, drains from springs and swampy areas, manhole covers, catch basins, cross-connections from storm drains, cooling water discharges, etc. Inflow does not include, and is distinguished from, infiltration.

**Infiltration / Inflow Analysis:** Initial planning phase study. The study goal is to quantify infiltration and inflow in a sewage collection system.

**Infiltration / Inflow Reduction:** The removal of infiltration and/or inflow from the collection system.

**Infiltration / Inflow Rehabilitation:** Construction associated with the removal of infiltration and/or inflow from the collection system.

**Light Sewer Cleaning:** A minimal amount of sewer cleaning often performed prior to internal TV inspection (usually one or two passes with a hydraulic cleaning machine).

**Loan:** Monies provided to public entities that are required to be repaid over a specified time period.

**Sanitary Flow:** The component of wastewater that includes domestic, commercial, institutional, and industrial sewage flow. Specifically excludes infiltration / inflow.

**Sanitary Sewer:** A sewer intended to carry only sanitary flow.

**Service Area Communities:** All municipalities, sewer districts and commissions served by the MWRA's Deer Island Treatment Facility.

**Service Lateral:** The sewer pipe from a building to the public sewer.

**Sewer System Evaluation Survey:** Second phase planning study following an Infiltration / Inflow Analysis. The survey goal is to identify specific infiltration and inflow sources and provide recommendations for rehabilitation.

**Smoke Testing:** The introduction of smoke in the sewer system, under the pressure of one or more blowers, which causes the smoke to fill the sewer system and escape from plumbing vent pipes and all other direct connections to the sewer system, such as catch basins or roof leaders.

**Storm Drain:** A drain (or sewer) intended to carry only storm water, surface runoff, street wash water, and drainage. Specifically intended to exclude sanitary flow.

**Treasurer:** The Treasurer of the Massachusetts Water Resources Authority.

**TV Inspection:** Internal inspection of a sewer by pulling a television camera through the pipeline and viewing the physical condition on a TV monitor. Generally, a videotape / DVD record is made of each inspection.

**Wastewater:** The entire flow carried by sewers including: sanitary flow, infiltration, and inflow.

## **APPENDIX B - ABBREVIATIONS**

BRA: Boston Redevelopment Authority

CEA: Cost Effective Analysis

CSO: Combined Sewer Overflow

CZM: Coastal Zone Management

DCR: Department of Conservation and Recreation

DEP: Massachusetts Department of Environmental Protection

EIR: Environmental Impact Report

ENF: Environmental Notification Form

ENR: Engineering News Record

EPA: United States Environmental Protection Agency

gpd: gallons per day

I/I: Infiltration / Inflow

MBE: Minority-owned Business Enterprise

mgd: million gallons per day

MMDT: Massachusetts Municipal Depository Trust

MWRA: Massachusetts Water Resources Authority

MBTA: Massachusetts Bay Transit Authority

O&M: Operation and Maintenance

SOP: System Optimization Plan (under MWRA's CSO Program)

SRF: State Revolving Fund

SSES: Sewer System Evaluation Survey

WBE: Woman-owned Business Enterprise