



The West Boylston Water District

Meeting Date and Time: Monday January 12, 2026; 5:00pm

Members Present: Stanley Szczurko Jr., Robert Bryngelson, Jr., Michael Mard, Stephen Muscente

Also Present: Michael Coveney, Heather Isaacs, Michael Ohl

Mr. Szczurko called the meeting to order at 5:04 and notified the participants that the meeting would be audio recorded.

ITEM 1: TREASURER'S REPORT- all reports attached

Heather Isaacs presented the Water Use Charges, Profit and Loss, Balance Sheet and Aged Receivable reports through December 2025. Mrs. Isaacs is aiming to start the free cash certification process this month. Mr. Szczurko inquired if Mass. DeP would be looking for free cash certifications- Mrs. Isaacs said that DeP would not be looking for this. No further questions.

ITEM 2: SUPERINTENDENT'S REPORT See attached.

- 1.) Mr. Coveney added that the Hartwell Street bridge would be replaced by CSX Railroad next year.
- 2.) No further questions or comments
- 3.) Mr. Coveney noted that Worcester had approximately 16 breaks in December.
- 4.) No further questions or comments
- 5.) No further questions or comments
- 6.) No further questions or comments

ITEM 3: OLD BUSINESS-

Pleasant Valley filtration plant and DeP Sanitary Survey Discussions- Mr. Ohl notified the Board that the anticipated Advisory Consent Order (ACO) from the Commonwealth had been received and the District had 90 days to enter into a binding agreement with the State. Mr. Ohl felt the time allotted for the conceptual study was reasonable and the ACO would be adjusted after complete. Noted that no hard dates given for design/build of a new treatment facility. Mr. Ohl also noted that no language was included that would indicate removing a water source from the District. Mr. Coveney advised that a managerial audit that would cost more than the fee fined, which will be a one time cost, and Mass DeP is agreeable to this. Mr. Muscente asked when the District should submit the conceptual study and how soon Mass DeP was expecting; Mr. Ohl is pleased that the timeline is not set and was not rushed. Mr. Szczurko questioned whether language pertaining to an interconnection with Worcester was included; it was not and was pending the conceptual study. Mr. Ohl indicated the study will weigh the pros and cons of each option but felt purchasing water from Worcester would be exceedingly more expensive. Mr. Coveney feels an emergency inter-connection may be feasible. Mr. Ohl feels that unforeseen water quality issues would ensue should Worcester water be procured for West Boylston use. Mr. Ohl is keeping an eye on other grant applications submitted. Mr. Mard made a motion to approve signing the Consent Order; Mr. Bryngelson seconded the motion. All voted in favor, motion carried.

ITEM 4: NEW BUSINESS-

Bowen/Franklin Sts. Water Main Replacement- Mr. Ohl presented the proposal for engineering and design services for the replacement of water mains in the Bowen St/Franklin St areas. Noted that estimated planning services increased slightly. Mr. Ohl clarified design meeting expectations and on site observation services for Mr. Szczurko and confirmed that estimates are conservative and budget conscious. Mr. Coveney noted that Lee Street used about 50% of the on site observer budget.

Mr. Muscente made a motion to approve the contract; Mr. Mard seconded the motion. All voted in favor, motion carried.

Upcoming Board Elections: Mr. Mard has pulled his nomination papers to be included on the 2026 ballot for service through 2029. Mr. LaMountain is considering stepping down. Discussion around providing virtual options for flexibility in order for Mr. LaMountain to remain.

Vehicle Maintenance: Mr. Szczurko questioned the condition of some of the District vehicles; Mr. Coveney has maintenance on some of the steel on the bodies of the older trucks scheduled for the summer.

ITEM 5: Approval of Meeting Minutes

Mr. Muscnete motioned to approve the December 16, 2025 meeting minutes with the date typo corrected, Mr. Bryngelson seconded the motion; all voted in favor, motion carried.

ITEM 6: Future Agenda Items- Further discussion of virtual meeting options to accommodate Mr. LaMountain.

Mr. Mard made a motion to adjourn; Mr. Muscente seconded the motion; all voted in favor. Motion carried. Mr. Szczurko adjourned the meeting at 6:13pm. Next meeting scheduled for February 23 2026 at 5:00pm.

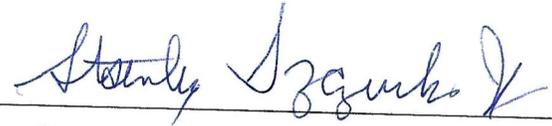
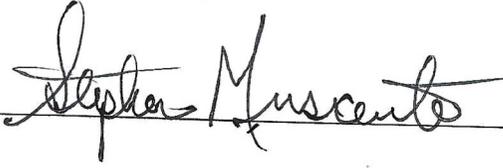
Meeting Minutes of the West Boylston Water District

January 12, 2026

Members Present: Stanley Szczurko, Jr., Robert Bryngelson, Jr., James LaMountain, Michael Mard, Stephen Muscente

Date of Approval: March 2, 2026





MEETING POSTING
IN ACCORDANCE WITH THE PROVISIONS OF MGL 30A §§ 18-25

Board of Water Commissioners

January 8, 2026

Board/Committee Name

Date of Notice

183 Worcester St, West Boylston

WBWD OFFICE

Meeting Place

Conference Rm. No.

January 12, 2026

Monday 5:00 p.m.

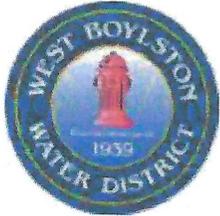
Robert Bryngelson

Date/Time of Meeting

Clerk of Board or Bd. Member Signature

Meeting canceled/Postponed to: _____

Date of cancelation/Postponement _____



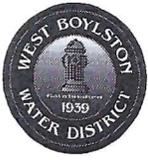
Agenda

- 5:00 PM CONVENE MEETING
- 5:05 PM TREASURER'S REPORT – Review of Profit & Loss, Balance Sheet and Water Income
- 5:20 PM SUPERINTENDENT'S REPORT – Mike Coveney; Updates on repairs, maintenance and issues of wells, properties and equipment; updates on system repairs/maintenance/issues.
- 5:30 PM OLD BUSINESS – Pleasant Valley Well Manganese – Mass DEP ACOP – CEI
- 5:45 P.M. NEW BUSINESS – Bowen/Franklin St Water Main Engineering Proposal - CEI
- 5:50 P.M. READING/APPROVAL OF MINUTES –12/13/25 meeting minutes reading and approval
- 5:55 P.M. FUTURE AGENDA ITEMS
- 6:00 P.M. CLOSE MEETING

W.B. Water District
 Monthly Water Charges
 FY26

	FY26			months	FY25			
	FY26 Actual	FY26 Budget	variance		FY25 Actual	FY25 Budget	variance	
Jul-25	207,955.43	221,500.00	-13,544.57	April, May, June	208,865.84	205,500.00	3,365.84	\$109,000.00
Aug-25	205,609.55	195,000.00	10,609.95	May, June, July	185,140.77	181,000.00	4,140.77	\$99,000.00
Sep-25	211,776.04	198,500.00	13,276.04	June, July, Aug	174,225.16	185,500.00	-10,774.84	\$110,000.00
Oct-25	289,747.11	247,500.00	42,247.11	July, Aug, Sept	246,638.02	220,000.00	26,638.02	\$113,000.00
Nov-25	209,271.26	191,500.00	17,771.26	Aug, Sept, Oct	179,039.31	185,000.00	-5,960.69	\$102,000.00
Dec-25	175,972.96	169,500.00	6,472.26	Sept, Oct, Nov	162,220.50	143,500.00	18,720.50	\$105,000.00
Jan-26		190,000.00		Oct, Nov, Dec	190,839.08	173,500.00	17,339.08	\$117,000.00
Feb-26		150,000.00		Nov, Dec, Jan	143,843.27	132,500.00	11,343.27	\$113,000.00
Mar-26		150,000.00		Dec, Jan, Feb	145,825.79	124,500.00	21,325.79	\$84,000.00
Apr-26		183,500.00		Jan, Feb, Mar	176,439.58	165,500.00	10,939.58	\$99,000.00
May-26		150,500.00		Feb, Mar, April	138,694.36	137,500.00	1,194.36	\$85,000.00
Jun-26		157,500.00		Mar, April, May	146,426.84	144,000.00	2,426.84	\$124,000.00

Totals 1,300,332.35 2,205,000.00 76,832.05 2,098,198.52 1,998,000.00 100,698.52



West Boylston Water District

Aged Receivables

As of 12/31/2025

Service	0-30 days	31-60 days	61-90 days	91-120 days	> 120 days	Balance
Grand Total						
WATER USAGE	36466.84	24340.91	16.22	26438.81	51528.28	138791.06
WATER USAGE Interest	1841.60	1657.13	1191.53	849.01	9426.77	14966.04
WATER USAGE Penalty	150.00	480.00	0.00	170.00	1557.02	2357.02
WATER USAGE Misc	0.20	0.00	0.00	0.20	-250.00	-249.60
FIRELINES	0.00	50.00	0.00	50.00	0.00	100.00
FIRELINES Interest	1.54	6.78	0.00	0.00	1.72	10.04
NO INT ACCTS	63.30	0.00	0.00	0.00	0.00	63.30
BKFLOW	0.00	0.00	0.00	0.00	150.00	150.00
SPCL READ	210.00	0.00	0.00	0.00	0.00	210.00
TURN OFF FEE	0.00	0.00	0.00	0.00	352.50	352.50
TURN OFF FEE Interes	5.31	5.23	5.16	5.08	218.62	239.40
	38738.79	26540.05	1212.91	27513.10	62984.91	156989.76

Number of Accounts in Each Column:

402	277	138	165	121
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Total Number of Outstanding Accounts:

449

West Boylston Water-Profit & Loss Budget vs. Actual

July through December 2025

Accrual Basis

Ordinary Income/Expense	Jul - Dec 25	Budget	\$ Over Budget	% of Budget
Income				
4175 · Interest Charges	9,847.50	4,000.00	5,847.50	246.2%
4250 · Water Charges & Services				
4251 · Worcester Corporate Water Chrg	-3,538.04	0.00	-3,538.04	100.0%
4250 · Water Charges & Services - Other	1,302,691.55	1,223,500.00	79,191.55	106.5%
Total 4250 · Water Charges & Services	1,299,153.51	1,223,500.00	75,653.51	106.2%
4260 · User Fee	50,000.00	20,000.00	30,000.00	250.0%
4261 · Back Flow	6,975.00	500.00	6,475.00	1,395.0%
4262 · Fire Line	13,831.80	13,606.00	225.80	101.7%
4270 · Merchandise & Jobbing	0.00	0.00	0.00	0.0%
4275 · Meters	7,000.00	1,500.00	5,500.00	466.7%
4320 · Rental Income	78,408.32	81,283.00	-2,874.68	96.5%
4820 · Investment Income				
4821 · Net investment income	15,710.82	0.00	15,710.82	100.0%
4822 · Accrued interest paid	0.00	0.00	0.00	0.0%
4820 · Investment Income - Other	20,669.67	24,600.00	-3,930.33	84.0%
Total 4820 · Investment Income	36,380.49	24,600.00	11,780.49	147.9%
4840 · Miscellaneous Revenue				
4845 · PFAS Settlement Income	69,123.08	0.00	69,123.08	0.0%
4840 · Miscellaneous Revenue - Other	7,883.80	3,960.00	3,923.80	199.1%
Total 4840 · Miscellaneous Revenue	77,006.88	3,960.00	73,046.88	1,944.6%
Total Income	1,578,603.50	1,372,949.00	205,654.50	115.0%
Cost of Goods Sold	0.00	0.00	0.00	0.0%
Gross Profit	1,578,603.50	1,372,949.00	205,654.50	115.0%
Expense				
5000 · Operation & Maintenance				
5130A · Salaries & Employee Benefits				
5130 · Admin & Salaries				
5143 · Overtime Wages	16,323.38	18,726.00	-2,402.62	87.2%
5130 · Admin & Salaries - Other	189,755.89	208,094.00	-18,338.11	91.2%
Total 5130 · Admin & Salaries	206,079.27	226,820.00	-20,740.73	90.9%
5131 · Superintendent's Salary	60,740.80	60,044.48	696.32	101.2%
5132 · Commissioners Salaries	2,500.00	2,500.00	0.00	100.0%
5133 · Moderator Salary	0.00	0.00	0.00	0.0%
5134 · Payroll Processing Expense	806.78	975.00	-168.22	82.7%
5135 · Worcester Retirement System	118,614.00	118,614.00	0.00	100.0%
5136A · Health Insurance				
5136 · Employee's	54,706.05	76,960.00	-22,253.95	71.1%
5137 · Retiree's	8,471.28	9,107.50	-636.22	93.0%
Total 5136A · Health Insurance	63,177.33	86,067.50	-22,890.17	73.4%
5138 · Life Insurance	340.20	324.00	16.20	105.0%
5139 · Uniforms	3,276.67	2,650.00	626.67	123.6%
5140 · Workers' Comp Insurance	9,916.65	9,723.00	193.65	102.0%
5141 · Employee Training	3,749.72	3,000.00	749.72	125.0%
5142 · Payroll Taxes	3,935.22	4,250.00	-314.78	92.6%
5130A · Salaries & Employee Benefits - Other	74.42	0.00	74.42	100.0%
Total 5130A · Salaries & Employee Benefits	473,211.06	514,967.98	-41,756.92	91.9%
5210 · Heating	2,964.61	3,550.00	-585.39	83.5%
5215 · Telephone	5,313.41	5,551.00	-237.59	95.7%

West Boylston Water-Profit & Loss Budget vs. Actual

July through December 2025

Accrual Basis

	Jul - Dec 25	Budget	\$ Over Budget	% of Budget
5220 · Electricity				
5221 · Beaman Street	46.54	76.00	-29.46	61.2%
5222 · Lawrence Street	225.98	330.00	-104.02	68.5%
5223 · Lee Street	8,053.28	12,750.00	-4,696.72	63.2%
5224 · Prospect Street	34.75	76.00	-41.25	45.7%
5225 · Temple Street	8,691.48	10,000.00	-1,308.52	86.9%
5226 · Thomas Street	8,134.26	11,100.00	-2,965.74	73.3%
5227 · West Boylston Street	6,931.84	9,000.00	-2,068.16	77.0%
5228 · Western Avenue	1,439.61	2,250.00	-810.39	64.0%
5229 · Worcester Street	757.39	1,275.00	-517.61	59.4%
5229A · Laurel Street	554.11	1,500.00	-945.89	36.9%
Total 5220 · Electricity	34,869.24	48,357.00	-13,487.76	72.1%
5230 · Legal & Accounting				
5231 · Audit Expenses	0.00	0.00	0.00	0.0%
5232 · Accounting Expense	1,462.00	3,000.00	-1,538.00	48.7%
5233 · Legal Expense	270.00	12,500.00	-12,230.00	2.2%
5234 · Consulting Expense	33,890.00	50,000.00	-16,110.00	67.8%
Total 5230 · Legal & Accounting	35,622.00	65,500.00	-29,878.00	54.4%
5240 · Auto & Truck Expense				
5241 · Gasoline & Oil	6,491.87	9,000.00	-2,508.13	72.1%
5242 · Repairs & Maintenance	2,911.69	5,000.00	-2,088.31	58.2%
5240 · Auto & Truck Expense - Other	0.00	0.00	0.00	0.0%
Total 5240 · Auto & Truck Expense	9,403.56	14,000.00	-4,596.44	67.2%
5300 · Property and Liability Insuranc	24,606.35	26,153.00	-1,546.65	94.1%
5420 · Office Expense				
5421 · Office Supplies	1,358.20	1,800.00	-441.80	75.5%
5422 · Postage	2,930.00	3,750.00	-820.00	78.1%
5420 · Office Expense - Other	0.00	0.00	0.00	0.0%
Total 5420 · Office Expense	4,288.20	5,550.00	-1,261.80	77.3%
5423 · Computer/Tech	17,178.26	12,425.00	4,753.26	138.3%
5430 · Pump Station Supplies	848.54	3,000.00	-2,151.46	28.3%
5435 · Water Quality Control Expense	7,915.23	7,500.00	415.23	105.5%
5440 · Water Treatment Chemicals	51,263.95	45,000.00	6,263.95	113.9%
5500 · Tools	2,445.60	2,000.00	445.60	122.3%
5600 · Repairs & Maintenance				
5601 · Equipment Repairs	12,748.35	12,500.00	248.35	102.0%
5602 · Facility Repairs	1,122.79	12,500.00	-11,377.21	9.0%
Total 5600 · Repairs & Maintenance	13,871.14	25,000.00	-11,128.86	55.5%
5625 · Property Maintenance	3,315.08	12,500.00	-9,184.92	26.5%
5790 · State & District Expense	7,863.83	8,745.00	-881.17	89.9%
5791 · GIS Projects	3,420.00	3,500.00	-80.00	97.7%
5795 · DEP Primacy Fees	1,874.81	1,868.00	6.81	100.4%
5840 · Serv & Distr. Improve.				
5840E- Emergency Repair Costs	25,783.00	0.00	25,783.00	100.0%
5840 · Serv & Distr. Improve. - Other	83,285.16	80,000.00	3,285.16	104.1%
Total 5840 · Serv & Distr. Improve.	109,068.16	80,000.00	29,068.16	136.3%
5950 · District Improvements	28,376.17	25,100.00	3,276.17	113.1%
Total 5000 · Operation & Maintenance	837,719.20	910,266.98	-72,547.78	92.0%
Total Expense	837,719.20	910,266.98	-72,547.78	92.0%
Net Ordinary Income	740,884.30	462,682.02	278,202.28	160.1%
Other Income/Expense				
Other Income	0.00	0.00	0.00	0.0%
Other Expense	81,317.10	81,317.50	-0.40	100.0%
Net Other Income	-81,317.10	-81,317.50	0.40	100.0%
Net Income	659,567.20	381,364.52	278,202.68	172.9%

West Boylston Water District
Balance Sheet
 As of December 31, 2025

	<u>Dec 31, 25</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Cash-Checking & Savings	2,104,701.72
1025 · Cash on Hand	125.00
Total Checking/Savings	<u>2,104,826.72</u>
Accounts Receivable	
1201 · User Charges	492,352.03
Total Accounts Receivable	<u>492,352.03</u>
Other Current Assets	
1159 · Investments	2,326,688.07
1499 · Undeposited Funds	873.60
Total Other Current Assets	<u>2,327,561.67</u>
Total Current Assets	<u>4,924,740.42</u>
Fixed Assets	
1998 · Capital Assets - Depreciable	14,017,565.46
1999 · Capital Assets - Nondepreciable	131,305.00
Total Fixed Assets	<u>14,148,870.46</u>
Other Assets	
2860 · Deferred Outflows of Resources	191,615.00
Total Other Assets	<u>191,615.00</u>
TOTAL ASSETS	<u><u>19,265,225.88</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	79,714.47
Total Accounts Payable	<u>79,714.47</u>
Other Current Liabilities	
2100 · Payroll Withholdings	-10.03
2430 · Accrued Vacation Pay	23,529.34
Total Other Current Liabilities	<u>23,519.31</u>
Total Current Liabilities	<u>103,233.78</u>
Long Term Liabilities	
1750 · Deferred Inflows of Resources	66,887.00
2600 · N/P - DEP (SRF Funding)	9,441,988.44
2800 · Other Post Employment Benefits	1,080,197.00
2850 · Net Pension Liability	1,079,795.00
Total Long Term Liabilities	<u>11,668,867.44</u>
Total Liabilities	<u>11,772,101.22</u>

	<u>Dec 31, 25</u>
Equity	
3301 · Reserved for Wells/Cap. Project	1,181,223.03
3775 · Investment in PP&E-District	3,874,289.86
3900 · Retained Earnings	1,778,044.57
Net Income	659,567.20
Total Equity	<u>7,493,124.66</u>
TOTAL LIABILITIES & EQUITY	<u><u>19,265,225.88</u></u>



West Boylston Water District

To: Board of Water Commissioners
From: Michael Coveney
Date: 1/12/2026
Re: Superintendents Report

1.) 2026 Project Update:

1. Gates Brook Place – 80 Units West Boylston St & Pierce St – Land clearing has been started for this project
2. CSX Railroad – Beaman St & Hartwell St RR Bridges to be raised – Both bridges are currently closed and under construction to be raised. New water main has been installed and tested at Hartwell St RR Bridge.
3. Shrewsbury St/Hartwell St commercial buildings development –the largest and final of the three buildings has connected to the 16” main.

2.) Ripple Fiber Optic: Installation of the Fiber Optic cable underground has been paused for the winter season. Overhead installation will continue.

3.) Service & Distribution: There have been five Main Breaks recently
12/10/25 – 10:00pm – Beaman St – DCR Field 10” main blowout
12/16/25 – 8:30am – 216 Maple St - 8” main blowout
12/31/25 – 4:00pm – 11 Bowles Ave – 2” main blowout
12/31/25 – 5:30pm – 185 Shrewsbury St – 8” main blowout
01/10/26 – 8:00am – 60 Woodland St – 8” main collar leak

These breaks occurred in below freezing temps and the crew did a great job with the work. There have been 5 main breaks in the past month alone. We usually only have about 6 main breaks/year. We are hoping for some rest from these!

4.) Draft ACO from MassDEP: This to be discussed under OLD Business.

5.) Tank Inspections: We responded to DEP with our decision to have the Tanks re-inspected under their conditions. I have contacted DN Tanks and we are waiting for their response.

6.) Bowen/Franklin St main replacement: The proposal for engineering and design was presented at the last meeting in December. To be discussed under New Business.

7.)



COMPREHENSIVE
ENVIRONMENTAL
INCORPORATED

41 Main Street
Bolton, MA 01740
508.281.5160

December 15, 2025 (rev January 12, 2026)

Michael D. Coveney, Superintendent
West Boylston Water District
183 Worcester Street
West Boylston, MA 01583

**RE: Proposal for Design and Construction Engineering Services
Bowen Street Water Main Replacement**

Dear Mr. Coveney,

Comprehensive Environmental Inc. (CEI) is pleased to submit this scope, task schedule and proposed fee to the West Boylston Water District (District) for professional consulting services associated with the Bowen Street Water Main Replacement. Generally, the project consists of replacing the existing 6" AC water main on Bowen Street (approximately 1,700 ft) and replacing the existing 8" AC high pressure water main on Franklin Street (approximately 500 ft from Prospect Street to Bowen Street), both to be replaced with ductile iron water mains. The project will include the removal of an abandoned pressure reducing valve (PRV) on Prospect Street that formerly connected the high service zone and the low service zone.

CEI will provide the following detailed scope of services:

Planning Services

- Provide the services of a professional surveyor licensed in MA to survey the extent of the project on Bowen Street (entire length), Franklin Street (Prospect Street to Bowen Street) and a portion of Prospect Street (around existing PRV).
- Coordinate with the District and Digsafe for location of existing utilities.
- Perform geoprobes at approximately 100 foot intervals along the proposed water main alignment, in order to quantify the extent of rock or boulders, for public bidding purposes. Estimate assumes driller scheduled for 1 day on site to perform this work.

Design Services

- Design and layout of the proposed new ductile iron water main including valves, hydrant, appurtenances and service connections.
- Design and layout for the removal and/or abandonment of underground vault and PRV located on Prospect Street, including piping modifications as necessary to remove the existing interconnection between the high service and low service water mains.
- Attend 2 design meetings and coordination with the District.
- Develop plans and specifications suitable for public bidding.
- Develop a construction cost estimate.

Bid Phase Services

- Advertise for public bidding
 - Engineer to prepare and submit advertisement to the Central Register.

- Engineer to prepare advertisement for Local Newspaper of the District's selection, for the District to submit.
- Prepare and distribute bid documents for prospective bidders.
- Attend and conduct pre-bid conference.
- Respond to bidders' questions and prepare addenda as necessary.
- Conduct bid openings and review/evaluate bids, including the project specific Contractor Qualifications.

Construction Phase Services

- Review of shop drawings by a Registered Professional Engineer.
- Administer the construction contract, including periodic progress meetings and review/approval of periodic payment applications from the contractor and response to requests for information (RFIs).
- Review change order proposals and make appropriate recommendations to the District relative to scope and reasonable costs.
- Review and approval of Contractor's record drawings.
- Provide project closeout services, including preparation and monitoring of the construction punchlist and preparation of the closeout documentation.
- Provide as-built plans with tie card measurements for the District's future reference.

Construction Phase On-site Resident Observation Services

- Provide the services of a field resident on a part time basis, up to 240 hours, as required to monitor the construction progress, and to verify that requirements of the construction contract are being satisfied.

Assumptions

- Construction phase services based upon anticipated construction duration of 8 months, with actual onsite time limited to 4 months.

Price Proposal and Schedule

We expect to complete these above services for a lump sum fee of **\$125,250** as detailed below and within the time frames noted. Any modifications to the scope of work presented above, and resulting cost changes, will be discussed with the Water District prior to implementation.

Task/Phase	Est Engineering Fee	Time Frame
Planning Services	\$27,250.00 ¹	Winter 2025/2026
Design Services	\$26,000.00	Spring 2026
Bid Phase Services	\$9,000.00	Spring 2026
Construction Phase Services	\$27,000.00	Summer/Fall 2026 ²
Onsite Field Representation (part-time)	\$36,000.00	Summer/Fall 2026 ²
Total	\$125,250.00	

¹ Updated to reflect quote of \$13,250 for survey subconsultant (to be invoiced at actual cost)

² Final Paving work is anticipated to be done in Spring/Summer 2027.

Our construction phase services are based upon an anticipated construction time period of 100 onsite days (excluding final pavement) for the Contractor. If the construction time period is extended, CEI can provide additional construction phase services as follows, upon the written request and approval of the District.

- Extended Construction Phase Services (other than Onsite Field Representative) can be provided for an estimated fee of \$6,000 per month with actual costs to be invoiced based upon actual time and materials.
- Onsite Field representative Services can be provided in excess of the 240 hours, based upon the hourly rate of \$145 and to be invoiced based upon actual time and materials.

If this agreement meets with your approval, please indicate your acceptance by signing below and returning one copy to me. Please contact Michael Carmasine of my staff at (508) 281-5179 or mcarmasine@ceiengineers.com if you have any questions. CEI appreciates the opportunity to work with the District on this important project.

Sincerely,
COMPREHENSIVE ENVIRONMENTAL INC.



Michael P Ohl, P.E.
Principal

Attachments: Standard Terms and Conditions

ACCEPTED BY:
Board of Water Commissioners
West Boylston Water District, Massachusetts

_____	_____
	Date

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**Standard Terms and Conditions for Engineering and Consulting
COMPREHENSIVE ENVIRONMENTAL INC.**

These Terms and Conditions, together with Consultant's (hereinafter called CEI) Scope of Work, make up the Agreement between CEI and the West Boylston Water District, the CLIENT named in the Scope of Work.

1. Independent Consultant

Performance by the Consultant (CEI) pursuant hereto shall be in the status of an independent Consultant, and CEI shall not be an agent of the Client. All persons serving under this Agreement shall be agents or employees of the CEI, and shall not be considered employees of the Client. No employees or agents of CEI shall be entitled to benefits afforded to Client employees. All services rendered by CEI shall be conducted by duly qualified personnel.

2. Scope of Services

CEI shall provide professional design and engineering services for the Client in all aspects of the project to which this Agreement applies, shall serve as the Client's professional design, consulting and engineering representative for the project and shall give professional consultation and advice to the Client during the performance of services herein described in the Scope of Work attached to this Standard Terms and Conditions.

3. Standard of Care

CEI will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. The foregoing standard of care is in lieu of all other standards and warranties, express or implied, including warranties of marketability or fitness for a particular purpose. Client will notify CEI with reasonable specificity of any deficiencies in the services within 30 days of discovery but in no event later than 120 days after substantial completion of the services, and Client will give CEI a reasonable opportunity to correct the deficiencies.

4. Payment

The Client agrees to pay CEI in accordance with the payment terms provided in the Scope of Services. Subcontract and Other Direct Costs will be billed at actual invoiced price plus 8% for General Administration. Invoices for services and reimbursable expenses may be submitted monthly. Invoices shall be considered past due if not paid within 30 days after invoice date. For Past Due accounts, CEI may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service upon 10 days written notice. Retainers shall be created on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the

event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorney's fee.

Any change in the Scope of Services or alteration or modification of the work to be performed shall be expressly authorized and approved by the Client in writing. In the event of any such approval, and authorization by the Client, the Contract Price as shown in the attached Scope of work shall be altered as mutually agreed upon by the Client and CEI.

5. Schedule of Performance

The services of CEI are to commence as soon as practicable after the execution of the Agreement. The services shall be undertaken in accordance with the Scope of Work.

If, however, without fault of CEI, the performance of all or any part of the work is suspended, delayed or interrupted by an act of the Client, by the Client's failure to act within a time specified or by any occurrence beyond CEI's control, then an equitable adjustment will be made by the Client.

6. Personnel

CEI represents that in the performance of its obligations hereunder, it will perform in accordance with generally accepted engineering practices. CEI shall provide the Client with the names and contact numbers of the Principal-in-Charge, and the Project Manager. Client will provide CEI with a single Point of Contact (POC). Changes to either the Client's POC or CEI's main POC shall be communicated to the other as soon as possible but not to exceed 10 business days.

7. Hazardous Materials and Geotechnical Conditions

The Client acknowledges that the services may entail risk of personal injury and property damage (including cross contamination) that cannot be avoided, even with the exercise of due care. The Client also acknowledges that the environmental and geotechnical conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due professional care. CEI, therefore, cannot guarantee specific results such as the identification of all contamination or other geotechnical or environmental conditions or problems and their resolution.

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8. Utility Clearance

The Client will provide CEI information that identifies the location of buried utilities in the areas of the project. CEI will direct or specify that reasonable precautions be taken during field explorations or construction to avoid any damage to the utilities noted. However, the Client agrees to defend, indemnify, and save CEI harmless from any claim or damage in the event of damage or injury arising from damage or interference with subterranean structures or utilities which result from inaccuracies or omissions in plans or directions which have been furnished to CEI by others.

9. Documents and Information

All documents, data, calculations and work papers prepared or furnished by CEI are instruments of service and will remain CEI's property. Designs, reports, data and other work product delivery to Client are for Client use only, for the limited purposes disclosed to CEI. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and Client agrees to indemnify and defend CEI against any liabilities resulting therefrom.

10. Responsibilities of the Client

The Client will designate an authorized representative to act as contact. The Client agrees to perform the following services in support of and as complementary to the undertakings of the CEI:

- A. Provide all available information as to the requirements of the Project.
- B. Place at CEI's disposal all available information pertinent to the Project, including previous reports and other relevant data.
- C. Furnish to CEI existing available data prepared by others for the Client, if any, such as information related to hazardous materials or other environmental or geotechnical conditions at the sites, information and/or plans related to underground services, conduits, pipes, tanks and other facilities and obstructions at the sites, property boundaries, easement, right-of-way, topographic and utility surveys and property descriptions, zoning and deed restrictions and other special data. CEI is entitled to reasonably rely on this information and documentation.
- D. The Client agrees to furnish CEI with the right-of-entry on the land or represents and warrants, if the site is not owned by the Client, that permission has been granted to make site reconnaissance, survey, borings, and other exploration pursuant to the Scope of Services.

CEI will take reasonable precautions to minimize damage to the land from use of equipment but has not included in the fee the cost for restoration of any resulting damage.

- E. Furnish the CEI in a timely manner with copies of pertinent correspondence relating to the Project.

11. Site Restoration

Although CEI will act to limit damage to landscaping, paving, systems and structures at the site, Client acknowledges that some damage may occur even with the exercise of due care, and Client agrees to compensate CEI for any restoration it is asked to perform unless otherwise indicated in the proposed Scope of Work.

12. Lab Tests and Samples

CEI is entitled to rely on the results of laboratory tests using generally accepted methodologies. CEI may dispose of samples in accordance with applicable laws 30 days after submitting test results to Client unless Client requests in writing for them to be held longer or to be returned to Client, in which case Client will compensate CEI for storage beyond 30 days and/or shipping. Should any of these samples be found to be contaminated by hazardous substances or suspected hazardous substances, it is the Client's responsibility to arrange and pay for lawful disposal.

13. Limits on CEI's Responsibility

CEI will not be responsible for the acts or omissions of Contractors or others at the site, except for its own Subconsultants and employees. CEI will not supervise, direct or have control over or the authority to stop any Contractor's work, nor shall CEI's professional activities nor the presence of CEI or its employees and Subcontractors be construed to imply that CEI has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of Contractors to comply with contracts, plans, specifications or laws. Any opinions by CEI of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guaranty that actual costs will be consistent with the estimates.

14. Confidentiality: Subpoenas

Information about this Agreement and CEI's services, and information Client provides to CEI regarding Client business and the site, will be maintained in confidence and will not be disclosed to others without Client consent, except as CEI reasonably believes is

**Standard Terms and Conditions for Engineering and Consulting
COMPREHENSIVE ENVIRONMENTAL INC.**

necessary (a) to perform its services, (b) to comply with professional standards to protect public health, safety and the environment, and (c) to comply with laws and court orders. CEI will make reasonable efforts to give Client prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties without a breach of duty will not be considered confidential. Client will reimburse CEI for responding to any subpoena or governmental inquiry or audit related to the services, at CEI's standard rates then in effect.

15. Insurance

During performance of the services, CEI will maintain workers compensation, commercial general liability, automobile liability, professional liability, and CEI's environmental liability insurance in the following minimum amounts:

- (a) Workers Compensation – Statutory
- (b) General Liability – \$2,000,000 aggregate, \$1,000,000 per occurrence
- (c) Automobile Liability – \$1,000,000 per occurrence and aggregate
- (d) CEI's Environmental Liability (Professional Errors and Omissions and CEI's Pollution Liability) – \$2,000,000 aggregate, \$1,000,000 per occurrence.

CEI will furnish certificates of such insurance upon request. CEI will purchase project specific insurance at Client request provided it is commercially available and Client pays the premium.

16. Risk Allocation

In recognition of the relative risks, rewards, and benefits of the project to both the Client and CEI, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, CEI's and CEI's employees and agents total aggregate liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000, or the amount of CEI's fee (whichever is greater). Such causes, include, but are not limited to CEI's negligence, errors, and omissions. Higher limits are available at an additional fee if agreed to in writing prior to commencing services.

This limitation of liability applies to all injuries, damages, claims, losses, expenses and defense costs, whether based in contract, negligence, strict liability, statutory, warranty, trespass, indemnity, misrepresentation or any other theory of liability,

except intentional misconduct, collectively hereinafter "Claim". Any claim will be deemed waived unless received by CEI within three years of substantial completion of the services or, if shorter, the applicable statute of limitations period. CEI will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages. CEI will not be liable to Client or the site owner for injuries or deaths suffered by CEI's or its Subcontractors' employees.

17. Disputes

All disputes between Client and CEI shall be subject to non-binding mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice. The mediation shall be administered by the American Arbitration Association in accordance with their most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

18. Severability

If any portion of these "Standard Conditions for Engagement" or of the Proposal for Services for this project shall for any reason be deemed invalid or unenforceable, such a determination shall not affect the other provisions of the Proposal of these Standard Conditions shall be construed in all respects as though such invalid or unenforceable provision or provisions were omitted.

19. Miscellaneous

This Agreement shall be governed by Massachusetts law. The above terms and conditions regarding Limitation of Liability and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause. Any amendment to this Agreement must be in writing and signed by both parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by Client. These Terms and Conditions shall govern over any inconsistent terms in the Scope of work. If these Terms and Conditions have been provided to Client, Client verbal authorization to commence services constitutes Client acceptance of them. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it

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is enforceable. Headings in these Terms and Conditions are for convenience only and do not form a part of the agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties. CEI is an Equal Opportunity/Affirmative Action Employer.