



The West Boylston Water District

Meeting Date and Time: Monday December 15, 2025; 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

Heather Isaacs presented the Water Use Charges, Profit and Loss, Balance Sheet and Aged Receivable reports through November 2025. Mrs. Isaacs noted that depreciation entries were pending for January. No further questions.

Mr. Muscente motioned to provide a \$3000.00 end of year bonus for Superintendent Michael Coveney as well \$25 gift cards and (2) extra paid days off for the remaining staff; Mr. Bryngelson seconded the motion, all voted in favor; motion carried.

ITEM 2: SUPERINTENDENT'S REPORT No further question or comments on any item. See attached.

ITEM 3: OLD BUSINESS-

Pleasant Valley filtration plant and DeP Sanitary Survey Discussions- Mr. Ohl notified the Board that funding request for one grant was officially submitted. Mr. Muscente questioned how long it may take to receive word on acceptance; Mr. Ohl thinks the funding will be awarded in January.

Mr. Ohl notified the Board that no draft of the Administrative Consent Order from Mass DeP has been received yet, but he would be looking for language that implies removing a water source and other issues from the latest Sanitary Survey. One of these items may be tank issues. Mr. Coveney noted that one tank was recently rehabilitated and all tanks are on a five-year maintenance schedule where they are thoroughly inspected and the bottom sediment is removed. Phone call with DeP notes that staff with limited experience are looking for recommendations made from these companies be taken as requirements; Mr. Coveney questioned the reasoning, noting that the companies making the recommendations stand to benefit financially. Discussion regarding existing maintenance schedule and lack of precise content of reporting lead to Mr. Coveney recommending a third inspection be done by the builder of the tanks. Mr. Coveney also confirmed per Mr. Szczurko's question that water quality sampling did not indicate biofilm presence, which some of the vague reporting is confusing for staining. Mr. Ohl outlined an aggressive timeframe for inspections to be done and minor upgrades to the tanks be completed and the building of a treatment plant initiated.

Bowen/Franklin Sts. Water Main Replacement- Mr. Ohl presented a contract for engineering costs for the replacement of the water main on Bowen, Prospect (partial) and Franklin (partial) streets for \$122,000.00. Mr. Mard questioned whether soil condition would affect costs; Mr. Ohl ensured that soil probes are included in the cost; Mr. Coveney anticipates minimal ledge and ground water, and the testing would affect the design. Mr. Ohl noted that final costs for planning were pending. The Board will review the proposal and discuss at next meeting.

Branded Realty West Boylston Street Project- Mr. Coveney anticipates that permitting is still ongoing with the State. All services have been cut and capped for demolition and site work.

Shrewsbury Street Page Fuller Project – Mr. Coveney noted that building #1 is complete and all meters in; buildings #2 and #3 are under construction.

ITEM 4: NEW BUSINESS-

CEI Engineering Contract – Mr. Coveney entered support of the contract into the record, Board tabled discussion and vote.

PFA's Settlement- Mr. Bryngelson made a motion to rescind the 11/17/25 vote to accept full payment from 3M; Mr. Muscente seconded the motion; all voted in favor, motion carried and vote rescinded. Mr. Muscente made a motion to accept annual payment on the settlement; Mr. Bryngelson seconded, all voted in favor; motion carried.

ITEM 5: Approval of Meeting Minutes

Mr. Mard motioned to approve the November 17, 2025 meeting minutes as presented, Mr. Muscente seconded the motion; all voted in favor, motion carried.

ITEM 6: Future Agenda Items- Discussion of 2026 Board elections will be added to the December agenda

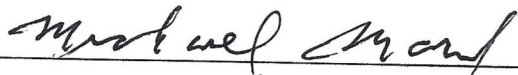

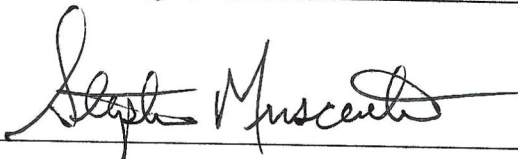
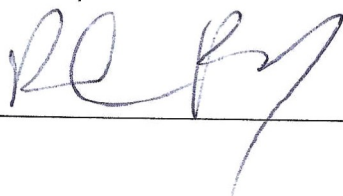
Mr. Bryngelson made a motion to adjourn; Mr. Mard seconded the motion; all voted in favor. Motion carried. Mr. Szczurko adjourned the meeting at 6:23pm. Next meeting scheduled for January 12, 2026 at 5:00pm.

Meeting Minutes of the West Boylston Water District

December 15, 2025

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

Date of Approval: January 12, 2026



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

Board of Water Commissioners

December 10, 2025

Board/Committee Name

Date of Notice

183 Worcester St, West Boylston

WBWD OFFICE

Meeting Place

Conference Rm. No.

December 15, 2025

Monday 5:00 p.m.

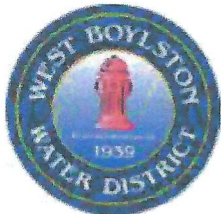
Robert Bryngelson

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 & DeP Sanitary Survey – Mike Ohl – CEI, Branded Realty project, Bowen/Franklin Main Replacement
- 5:45 P.M. NEW BUSINESS
- 5:50 P.M. READING/APPROVAL OF MINUTES –11/17/25 meeting minutes reading and approval
- 5:55 P.M. FUTURE AGENDA ITEMS
- 6:00 P.M. CLOSE MEETING

[illegible]

W.B. Water District
Monthly Water Charges
FY26

	FY26 Actual	FY26 Budget	FY26 variance	months	AR Balance	FY25 Actual	FY25 Budget	FY25 variance	AR Balance
Jul-25	207,955.43	221,500.00	-13,544.57	April, May, June	\$147,000.00	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	\$163,000.00	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	\$152,000.00	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	\$206,500.00	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	\$199,000.00	179,039.31	185,000.00	-5,960.69	\$102,000.00
Dec-25		169,500.00		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	1,124,359.39	2,205,000.00	70,359.79			2,098,198.52	1,998,000.00	100,698.52	

West Boylston Water-Profit & Loss Budget vs. Actual

July through November 2025

Accrual Basis

	Jul - Nov 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4175 · Interest Charges				
4250 · Water Charges & Services	7,940.56	3,350.00	4,590.56	237.0%
4251 · Worcester Corporate Water Chrg	-3,538.04	0.00	-3,538.04	100.0%
4250 · Water Charges & Services - Other	1,126,055.29	1,054,000.00	72,055.29	106.8%
Total 4250 · Water Charges & Services	1,122,517.25	1,054,000.00	68,517.25	106.5%
4260 · User Fee	50,000.00	20,000.00	30,000.00	250.0%
4261 · Back Flow	7,050.00	500.00	6,550.00	1,410.0%
4262 · Fire Line	13,306.80	13,082.00	224.80	101.7%
4270 · Merchandise & Jobbing	0.00	0.00	0.00	0.0%
4275 · Meters	0.00	0.00	0.00	0.0%
4276 · 2nd meter	0.00	0.00	0.00	0.0%
4275 · Meters - Other	4,000.00	1,500.00	2,500.00	266.7%
Total 4275 · Meters	4,000.00	1,500.00	2,500.00	266.7%
4320 · Rental Income	65,261.28	67,492.00	-2,230.72	96.7%
4820 · Investment Income				
4821 · Net investment income	15,710.82	0.00	15,710.82	100.0%
4822 · Accrued interest paid	0.44			
4820 · Investment Income - Other	16,454.84	20,500.00	-4,045.16	80.3%
Total 4820 · Investment Income	32,166.10	20,500.00	11,666.10	156.9%
4840 · Miscellaneous Revenue				
4845 · PFAS Settlement Income	69,123.08			
4840 · Miscellaneous Revenue - Other	7,267.60	3,300.00	3,967.60	220.2%
Total 4840 · Miscellaneous Revenue	76,390.68	3,300.00	73,090.68	2,314.9%
Total Income	1,378,632.67	1,183,724.00	194,908.67	116.5%
Cost of Goods Sold				
50000 · Cost of Goods Sold	0.00	0.00	0.00	0.0%
Total COGS	0.00	0.00	0.00	0.0%
Gross Profit	1,378,632.67	1,183,724.00	194,908.67	116.5%
Expense				
5000 · Operation & Maintenance				
5130A · Salaries & Employee Benefits				
5130 · Admin & Salaries				
5143 · Overtime Wages	11,115.54	15,605.00	-4,489.46	71.2%
5130 · Admin & Salaries - Other	160,612.21	173,411.67	-12,799.46	92.6%
Total 5130 · Admin & Salaries	171,727.75	189,016.67	-17,288.92	90.9%
5131 · Superintendent's Salary	48,857.60	50,037.06	-1,179.46	97.6%
5132 · Commissioners Salaries	0.00	0.00	0.00	0.0%
5133 · Moderator Salary	0.00	0.00	0.00	0.0%
5134 · Payroll Processing Expense	677.26	812.50	-135.24	83.4%
5135 · Worcester Retirement System	118,614.00	118,614.00	0.00	100.0%
5136A · Health Insurance				
5136 · Employee's	35,482.25	64,133.33	-28,651.08	55.3%
5137 · Retiree's	5,647.52	7,589.58	-1,942.06	74.4%
Total 5136A · Health Insurance	41,129.77	71,722.91	-30,593.14	57.3%
5138 · Life Insurance	253.80	270.00	-16.20	94.0%
5139 · Uniforms	3,186.11	2,275.00	911.11	140.0%
5140 · Workers' Comp Insurance	9,722.65	9,723.00	-0.35	100.0%
5141 · Employee Training	3,322.72	2,500.00	822.72	132.9%
5142 · Payroll Taxes	3,230.37	3,541.67	-311.30	91.2%
5130A · Salaries & Employee Benefits - Other	0.00	0.00	0.00	0.0%
Total 5130A · Salaries & Employee Benefits	400,722.03	448,512.81	-47,790.78	89.3%
5210 · Heating	2,448.16	2,450.00	-1.84	99.9%
5215 · Telephone	4,457.19	4,625.83	-168.64	96.4%

West Boylston Water-Profit & Loss Budget vs. Actual

July through November 2025

Accrual Basis

	Jul - Nov 25	Budget	\$ Over Budget	% of Budget
5220 · Electricity				
5221 · Beaman Street	46.54	62.00	-15.46	75.1%
5222 · Lawrence Street	225.98	250.00	-24.02	90.4%
5223 · Lee Street	8,053.28	10,500.00	-2,446.72	76.7%
5224 · Prospect Street	34.75	62.00	-27.25	56.0%
5225 · Temple Street	8,691.48	8,350.00	341.48	104.1%
5226 · Thomas Street	8,134.26	9,300.00	-1,165.74	87.5%
5227 · West Boylston Street	6,931.84	7,500.00	-568.16	92.4%
5228 · Western Avenue	1,439.61	1,875.00	-435.39	76.8%
5229 · Worcester Street	757.39	1,050.00	-292.61	72.1%
5229A · Laurel Street	554.11	1,250.00	-695.89	44.3%
Total 5220 · Electricity	34,869.24	40,199.00	-5,329.76	86.7%
5230 · Legal & Accounting				
5231 · Audit Expenses	0.00	0.00	0.00	0.0%
5232 · Accounting Expense	1,182.00	2,500.00	-1,318.00	47.3%
5233 · Legal Expense	270.00	10,400.00	-10,130.00	2.6%
5234 · Consulting Expense				
5234D · Lee Street	0.00	0.00	0.00	0.0%
5234 · Consulting Expense - Other	27,890.00	41,666.65	-13,776.65	66.9%
Total 5234 · Consulting Expense	27,890.00	41,666.65	-13,776.65	66.9%
Total 5230 · Legal & Accounting	29,342.00	54,566.65	-25,224.65	53.8%
5240 · Auto & Truck Expense				
5241 · Gasoline & Oil	4,663.29	7,500.00	-2,836.71	62.2%
5242 · Repairs & Maintenance	884.82	4,166.67	-3,281.85	21.2%
5240 · Auto & Truck Expense - Other	0.00	0.00	0.00	0.0%
Total 5240 · Auto & Truck Expense	5,548.11	11,666.67	-6,118.56	47.6%
5300 · Property and Liability Insurance				
5420 · Office Expense	24,606.35	26,153.00	-1,546.65	94.1%
5421 · Office Supplies				
5422 · Postage	1,358.20	1,500.00	-141.80	90.5%
5420 · Office Expense - Other	2,505.00	3,125.00	-620.00	80.2%
	0.00	0.00	0.00	0.0%
Total 5420 · Office Expense	3,863.20	4,625.00	-761.80	83.5%
5423 · Computer/Tech				
5430 · Pump Station Supplies	14,137.00	10,354.17	3,782.83	136.5%
5435 · Water Quality Control Expense	848.54	2,500.00	-1,651.46	33.9%
5440 · Water Treatment Chemicals	5,040.73	6,250.00	-1,209.27	80.7%
5500 · Tools	43,452.80	37,500.00	5,952.80	115.9%
	2,372.54	1,675.00	697.54	141.6%
5600 · Repairs & Maintenance				
5601 · Equipment Repairs	9,245.68	10,416.67	-1,170.99	88.8%
5602 · Facility Repairs	563.28	10,416.67	-9,853.39	5.4%
Total 5600 · Repairs & Maintenance	9,808.96	20,833.34	-11,024.38	47.1%
5625 · Property Maintenance				
5790 · State & District Expense	1,583.74	10,416.67	-8,832.93	15.2%
5791 · GIS Projects	7,842.15	7,287.50	554.65	107.6%
5795 · DEP Primacy Fees	3,420.00	3,500.00	-80.00	97.7%
5840 · Serv & Distr. Improve.	0.00	0.00	0.00	0.0%
5840E- Emergency Repair Costs	3,798.00	0.00	3,798.00	100.0%
5840 · Serv & Distr. Improve. - Other	70,180.69	66,750.00	3,430.69	105.1%
Total 5840 · Serv & Distr. Improve.	73,978.69	66,750.00	7,228.69	110.8%
5950 · District Improvements				
5951 · District Improvements (Capital)				
5951H · Oakdale WTP 2021-22	0.00	0.00	0.00	0.0%
Total 5951 · District Improvements (Capital)	0.00	0.00	0.00	0.0%
5950 · District Improvements - Other				
	28,376.17	20,900.00	7,476.17	135.8%
Total 5950 · District Improvements	28,376.17	20,900.00	7,476.17	135.8%
Total 5000 · Operation & Maintenance	696,717.60	780,765.64	-84,048.04	89.2%
Total Expense	696,717.60	780,765.64	-84,048.04	89.2%
Net Ordinary Income	681,915.07	402,958.36	278,956.71	169.2%

West Boylston Water-Profit & Loss Budget vs. Actual

July through November 2025

Accrual Basis

	Jul - Nov 25	Budget	\$ Over Budget	% of Budget
Other Income/Expense				
Other Income				
8400 · Insurance Reimbursement				
8410 · Lighting Strike Expenses				
Total 8400 · Insurance Reimbursement	0.00	0.00	0.00	0.0%
Total Other Income	0.00	0.00	0.00	0.0%
Total Other Income	0.00	0.00	0.00	0.0%
Other Expense				
8000 · Interest Expense				
8050 · DSRF Earnings	0.00	0.00	0.00	0.0%
8060 · Contract Assistance	0.00	0.00	0.00	0.0%
8000 · Interest Expense - Other	81,317.10	81,317.50	-0.40	100.0%
Total 8000 · Interest Expense	81,317.10	81,317.50	-0.40	100.0%
Total Other Expense	81,317.10	81,317.50	-0.40	100.0%
Total 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	600,597.97	321,640.86	278,957.11	186.7%

Balance Sheet

As of November 30, 2025

	Nov 30, 25
ASSETS	
Current Assets	
Checking/Savings	
1000 · Cash-Checking & Savings	1,990,849.95
1025 · Cash on Hand	125.00
Total Checking/Savings	1,990,974.95
Accounts Receivable	
1201 · User Charges	486,664.38
Total Accounts Receivable	486,664.38
Other Current Assets	
1159 · Investments	2,326,688.07
1499 · Undeposited Funds	33,322.60
Total Other Current Assets	2,360,010.67
Total Current Assets	4,837,650.00
Fixed Assets	
1998 · Capital Assets - Depreciable	14,017,565.46
1999 · Capital Assets - Nondepreciable	131,305.00
Total Fixed Assets	14,148,870.46
Other Assets	
2860 · Deferred Outflows of Resources	191,615.00
Total Other Assets	191,615.00
TOTAL ASSETS	19,178,135.46
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	50,814.40
Total Accounts Payable	50,814.40
Other Current Liabilities	
2100 · Payroll Withholdings	693.85
2430 · Accrued Vacation Pay	23,529.34
Total Other Current Liabilities	24,223.19
Total Current Liabilities	75,037.59
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	11,668,867.44
Total Liabilities	11,743,905.03

	<u>Nov 30, 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	1,778,119.57
Net Income	<u>600,597.97</u>
Total Equity	<u>7,434,230.43</u>
TOTAL LIABILITIES & EQUITY	<u><u>19,178,135.46</u></u>



West Boylston Water District

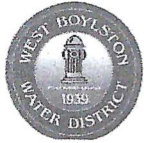
Aged Receivables

As of 11/30/2025

Service	0-30 days	31-60 days	61-90 days	91-120 days	> 120 days	Balance
Grand Total						
WATER USAGE	52796.29	32309.62	15927.00	-358.79	53568.28	154242.40
WATER USAGE Interest	1964.15	1577.03	1004.13	1008.07	9022.84	14576.22
WATER USAGE Penalty	570.00	180.00	310.00	0.00	1482.71	2542.71
WATER USAGE Misc	0.20	0.00	0.20	0.00	-500.00	-499.60
FIRELINES	100.00	50.00	0.00	0.00	0.00	150.00
FIRELINES Interest	6.78	0.00	0.00	1.72	0.00	8.50
BKFLOW	0.00	0.00	0.00	0.00	150.00	150.00
SPCL READ	0.00	0.00	0.00	40.00	0.00	40.00
TURN OFF FEE	0.00	0.00	0.00	0.00	352.50	352.50
TURN OFF FEE Interes	5.23	5.16	5.08	5.00	213.62	234.09
	55442.65	34121.81	17246.41	696.00	64289.95	171796.82

Number of Accounts in Each Column:	410	303	184	107	127
---	-----	-----	-----	-----	-----

Total Number of Outstanding Accounts: 476



West Boylston Water District

To: Board of Water Commissioners
From: Michael Coveney
Date: 12/15/2025
Re: Superintendents Report

-
- 1.) 2025 Project Update:
 1. Gates Brook Place – 80 Units West Boylston St & Pierce St – Approved
 2. CSX Railroad – Beaman St & Hartwell St RR Bridges to be raised – Both bridges are currently closed and under construction to be raised.
 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: On 12/9/25 at 10:30pm there was a service break at 62 Maple St. Service was replaced from main to curb and water was restored. On 12/10/25 there was a main break in the DCR easement on Beaman St. The main was shut down and repairs will be done this week. Both breaks occurred in below freezing temps and the crew did a great job with the work.
 - 4.) Lee St Project: The replacement booster pump system has arrived and is being stored for the winter at our office. This will be installed when the warmer weather arrives as we did not want to schedule a shut down for the area in the winter due to the possibility of residents using water for home heating.
 - 5.) Pending ACO from MassDEP: Mike Ohi from CEI is here to discuss future steps with feasibility study, alternatives and grant programs for Mn treatment.
 - 6.) Sanitary Survey Report: MassDEP has issued their response and will not be removing the tank deficiencies from the report. They will allow us to revisit the inspections with another tank inspector however, with some conditions.
 - 7.) Oakdale WTF: Roberts Filter Group has inspected the filters and will be issuing a report soon. According to the technicians who did the inspection, the filters are still in good condition but there did seem to be some excess material that has accumulated on top of the media and may need to be removed.
-



COMPREHENSIVE
ENVIRONMENTAL
INCORPORATED

COPY

41 Main Street
Bolton, MA 01740
508.281.5160

December 15, 2025

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 **\$122,000** 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	\$24,000.00 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	\$122,000.00	

¹ Allowance of \$10,000 for survey subconsultant (to be invoiced at actual cost)

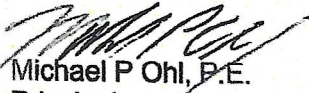
² Final Paving work is anticipated to be done in Spring/Summer 2027.

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. Ohi, P.E.
Principal

Attachments: Standard Terms and Conditions

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

Date

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.

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

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

Page 3 of 4

**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

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

Page 4 of 4

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.