



The West Boylston Water District

Meeting Date and Time: January 13, 2020; 5:00pm

Members Present: Robert Bryngelson, Jr., Stanley Szczurko, Jr., James LaMountain, Gary Flynn, Michael Mard

Also Present: Michael Coveney, Heather Isaacs, Lori Renzoni, Robert Lopez, Michael Carmasine, Michael Ohl

Mr. Szczurko called the meeting to order at 5:00pm.

ITEM 1: TREASURER'S REPORT given by Heather Isaacs, Treasurer. *See attachments.*

Monthly Water Charges: Water charges for month of December 2019 provided income over budget by over \$24,000.00; AR balance better at \$79,000.00. Mrs. Isaacs advised that AR balances will look higher from now on due to more pumping/price increases. No further questions on this report.

Profit & Loss (P&L) Budget vs. Actual through December 2019. Mrs. Isaacs noted that Income accounts remain over projected budget by \$179,000.00. Expense accounts: most remain on or under budget, leaving the overall expenses under budget by \$193,000.00. No further questions on this report.

Balance Sheet through December 2019. Mrs. Isaacs noted that current cash assets (checking/savings/investments) total \$729,000.00; Mrs. Isaacs updated deferred outflows as report was issued. Total assets are approximately \$5.9 million. Liabilities Mrs. Isaacs reviewed current fixed and long-term liabilities, including pension liabilities. No further questions on this schedule.

ITEM 2: OLD BUSINESS (*see attached*)

A: Oakdale Treatment Plant:

Michael Carmasine and Michael Ohl of Comprehensive Environmental, Inc. (CEI) gave overview of pilot study results as finding Green Sand Plus pressure process most reliable. Proposed process outlined (attached). Two proposed site layouts presented (attached). The floor layout of the building identical for both site plans (Concept plan M-1)

Site Plan A includes two lined settling basins. The overall up-front cost is lower than site plan B, the cost would begin to rise after 5 years for maintenance/removal of waste from basins. CEI estimates approximately 1.1 acres would be needed for this plan. Process flow for this site plan outlined in G-2 (attached).

Site Plan B includes a retention tank with removal of waste via sewer lines without a pump and easier day to day operation. Cost of disposal pending. Less land would be needed for this site plan. Mr. Ohl feels that abutter Mass. Dept. of Conservation & Recreation would prefer this plan. CEI estimates approximately .8 acre needed for this plan. Process flow for this site plan outlined in G-1 (attached).

Conceptual design considerations attached with presentation of construction options and residuals handling. Mr. Ohl still recommends visiting other similar treatment plant sites. Sample buildings design photos presented (attached).

Schedule reviewed; everything on schedule per Mass DeP expectations and loan requirements.

Discussion of Site Plan A v Site Plan B. Solar option visited but overall benefit unknown. WBWB and CEI will start investigating options outlined in "Next Steps" portion of presented update before further discussion and decision.

B: Tank Repairs

Mr. Coveney reports no new information on quotes/repairs for Lawrence water tank #1.

C: New Truck Bid

Mr. Coveney reports will be moving forward to start bid process in February.

ITEM 3: SUPERINTENDENT'S REPORT (see attachments)

Additional comments/questions:

- 1.) See new business.
- 2.) No further questions/comments.
- 3.) No further questions/comments.
- 4.) The Brossi defense entails that the town was prejudiced because they wanted to purchase the land.
- 5.) Draft for Request for Proposals (RFP) attached.
- 6.) Board will wait to award contract after deed is legally recorded.
- 7.) Board to finalize dates. See old business.

ITEM 4: New Business

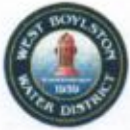
- 1.) **RFP:** The Board approved the draft for RFP for engineering services for design through construction of the Oakdale Treatment plant with revisions. The RFP will be published in February by Resilient Civil Engineering.
- 2.) **Easement Deed:** The Board voted and unanimously approved and signed the agreement (attached). The easement deed will be registered with the Worcester County of Deeds the week of January 13, 2020.

ITEM 5: APPROVAL OF MEETING MINUTES

Mr. LaMountain moved to accept the December 16, 2019 meeting minutes; Mr. Mard seconded the motion; all voted in favor.

Mr. Bryngelson moved to adjourn the meeting; Mr. Flynn seconded the motion; Mr. Szczurko adjourned the meeting at 6:39pm.


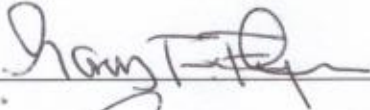
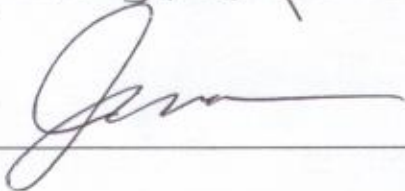
Next meeting scheduled for February 24, 2020; 5:00pm.



Meeting Minutes: West Boylston Water District; **January 13, 2019**

Members Present: Robert Bryngelson, Jr., Stanley Szczurko, Jr., James LaMountain,
Gary Flynn, Michael Mard

Date of Approval _____



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

WEST BOYLSTON WATER DISTRICT

January 8, 2019

Board/Committee Name

Date of Notice

183 WORCESTER STREET

COMMISSIONER'S ROOM

Meeting Place

Conference Rm. No.



January 13, 2020
Monday 5:00 p.m.

Robert Bryngelson

Date/Time of Meeting

Clerk of Board or Bd. Member Signature

Meeting canceled/Postponed to: _____

Date of cancellation/Postponement _____

Notices and agendas are to be posted 48 hours in advance of the meetings excluding Saturdays, Sundays, and legal holidays. Please note the hours of the Town Clerk's Office to ensure that your posting has satisfied this requirement.

List of the topics that the chair reasonably anticipates will be discussed at the meeting below and submit to the Town Clerk. Use additional sheets if required.

Agenda

- 5:00 PM CONVENE MEETING
- 5:05 PM TREASURER'S REPORT – Heather Isaacs
- 5:20 PM SUPERINTENDENT'S REPORT – Mike Coveney
- 5:30 P.M. NEW BUSINESS
- 6:00 P.M. OLD BUSINESS- Oakdale Treatment Plant update with Comprehensive Environmental, Inc.
- 6:05 P.M. READING/APPROVAL OF MINUTES
- 6:10 P.M. ANY OTHER BUSINESS NOT REASONABLY ANTICIPATED
- 6:15 P.M. CLOSE MEETING

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W.B. Water District
Monthly Water Charges
FY20

	FY20 Actual	FY20 Budget	FY20 variance	months	AR Balance	FY19 actual	FY19 budget	FY18 actual	Fluctuation From PY	FY17 Actual Billing	FY16 actual billing
Jul-19	126,127.48	120,000.00	6,127.48	April, May, June	69,000.00	109,532.03	100,000.00	101,981.91	16,595.45	102,821.50	105,821.34
Aug-19	121,789.40	115,000.00	6,789.40	May, June, July	71,000.00	101,967.21	95,000.00	89,695.33	19,822.19	102,939.03	100,339.83
Sep-19	119,201.74	105,000.00	14,201.74	June, July, August	70,000.00	94,176.51	85,000.00	85,240.70	25,025.23	95,905.51	79,181.53
Oct-19	170,949.19	150,000.00	20,949.19	July, August, Sept	98,000.00	133,628.56	120,000.00	111,425.00	37,320.63	126,013.92	121,033.02
Nov-19	124,692.78	109,000.00	15,692.78	Aug, Sept, Oct	94,000.00	94,941.47	96,000.00	101,502.56	29,751.31	99,420.46	97,844.64
Dec-19	107,646.72	83,000.00	24,646.72	Sept, Oct, Nov	79,000.00	82,395.21	72,000.00	76,104.88	25,251.51	69,940.71	76,862.25
Jan-20		97,000.00	(97,000.00)	Oct, Nov, Dec		99,423.05	80,000.00	100,641.15	(99,423.05)	82,719.32	82,141.07
Feb-20		77,000.00	(77,000.00)	Nov, Dec, Jan		77,997.60	72,000.00	78,228.28	(77,997.60)	73,931.58	75,227.47
Mar-20		80,000.00	(80,000.00)	Dec, Jan, Feb		76,808.01	65,000.00	70,771.33	(76,808.01)	68,705.01	65,506.41
Apr-20		97,000.00	(97,000.00)	Jan, Feb, Mar		94,592.31	82,000.00	91,216.87	(94,592.31)	82,275.33	84,777.96
May-20		82,000.00	(82,000.00)	Feb, Mar, April		78,388.11	68,000.00	75,155.54	(78,388.11)	70,327.02	68,509.98
Jun-20		85,000.00	(85,000.00)	Mar, April, May		77,973.85	65,000.00	73,394.50	(77,973.85)	68,501.62	70,285.63
Totals		1,200,000.00				\$1,121,823.92	\$ 1,000,000.00	1,055,358.05	(351,416.61)	1,043,501.01	1,027,531.13

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Accrual Basis

West Boylston Water District

Profit & Loss Budget vs. Actual

July through December 2019

	Jul - Dec 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4175 - Interest Charges	3,866.29	3,300.00	566.29	117.2%
4250 - Water Charges & Services				
4251 - Worcester Corporate Water Chrg	-3,848.00	-2,276.00	-1,572.00	169.1%
4250 - Water Charges & Services - Other	766,509.36	615,000.00	151,509.36	124.6%
Total 4250 - Water Charges & Services	762,661.36	612,724.00	149,937.36	124.5%
4260 - User Fee	54,000.00	25,200.00	28,800.00	214.3%
4261 - Back Flow	180.00	4,800.00	-4,620.00	3.8%
4262 - Fire Line	12,137.08	12,470.00	-332.92	97.3%
4270 - Merchandise & Jobbing	0.00	701.65	-701.65	0.0%
4275 - Meters	2,400.00	2,000.00	400.00	120.0%
4320 - Rental Income	57,911.33	56,676.78	1,234.55	102.2%
4820 - Investment Income				
4821 - Net Investment Income	9,613.64	6,959.17	2,654.47	138.1%
4820 - Investment Income - Other	1,487.08	1,999.98	-512.90	74.4%
Total 4820 - Investment Income	11,100.72	8,959.15	2,141.57	123.9%
4840 - Miscellaneous Revenue	5,100.69	3,300.00	1,800.69	154.6%
Total Income	909,357.47	730,131.58	179,225.89	124.5%
Gross Profit	909,357.47	730,131.58	179,225.89	124.5%
Expense				
5000 - Operation & Maintenance				
5130A - Salaries & Employee Benefits				
5130 - Admin & Salaries	6,758.57	10,371.59	-3,613.02	65.2%
5143 - Overtime Wages	151,406.04	148,145.20	3,260.84	102.2%
5130 - Admin & Salaries - Other				
Total 5130 - Admin & Salaries	158,164.61	158,516.79	-352.18	99.8%
5131 - Superintendent's Salary	49,455.20	51,105.91	-1,650.71	96.8%
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	601.60	606.15	-4.55	99.2%
5135 - Worcester Retirement System	65,426.00	65,426.00	0.00	100.0%
5136A - Health Insurance				
5136 - Employee's	46,986.59	46,558.98	427.61	100.9%
5137 - Retiree's	7,175.82	8,608.50	-1,432.68	83.4%
Total 5136A - Health Insurance	54,162.41	55,167.48	-1,005.07	98.2%

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Accrual Basis

West Boylston Water District

Profit & Loss Budget vs. Actual

July through December 2019

	Jul - Dec 19	Budget	\$ Over Budget	% of Budget
5138 · Life Insurance	297.00	356.46	-59.46	83.3%
5139 · Uniforms	3,484.72	3,149.42	335.30	110.6%
5140 · Workers' Comp Insurance	7,514.00	7,391.19	122.81	101.7%
5141 · Employee Training	707.94	875.00	-167.06	80.9%
5142 · Payroll Taxes	3,088.50	3,400.01	-311.51	90.8%
5130A · Salaries & Employee Benefits - Other	0.00	130.95	-130.95	0.0%
Total 5130A · Salaries & Employee Benefits	345,401.98	348,625.36	-3,223.38	99.1%
5210 · Heating	1,380.40	955.00	425.40	144.5%
5215 · Telephone	4,961.24	5,395.02	-433.78	92.0%
5220 · Electricity				
5221 · Beaman Street	42.75	75.50	-32.75	56.6%
5222 · Lawrence Street	76.24	228.00	-151.76	33.4%
5223 · Lee Street	8,913.71	9,750.00	-836.29	91.4%
5224 · Prospect Street	70.55	190.00	-119.45	37.1%
5225 · Temple Street	23,548.68	22,250.00	1,298.68	105.8%
5226 · Thomas Street	1,884.13	2,225.00	-340.87	84.7%
5227 · West Boylston Street	7,168.17	6,150.00	1,018.17	116.6%
5228 · Western Avenue	1,260.03	1,950.00	-689.97	64.6%
5229 · Worcester Street	945.34	1,240.00	-294.66	76.2%
5229A · Laurel Street	546.44	715.00	-168.56	76.4%
Total 5220 · Electricity	44,456.04	44,773.50	-317.46	99.3%
5230 · Legal & Accounting				
5231 · Audit Expenses	0.00	0.00	0.00	0.0%
5232 · Accounting Expense	1,592.00	5,150.00	-3,558.00	30.9%
5233 · Legal Expense	8,550.00	9,000.00	-450.00	95.0%
5234 · Consulting Expense	61,922.73	75,000.00	-13,077.27	82.6%
Total 5230 · Legal & Accounting	72,064.73	89,150.00	-17,085.27	80.8%
5240 · Auto & Truck Expense				
5241 · Gasoline & Oil	4,196.00	6,000.00	-1,804.00	69.9%
5242 · Repairs & Maintenance	2,181.47	3,000.00	-818.53	72.7%
5240 · Auto & Truck Expense - Other	0.00	55,000.00	-55,000.00	0.0%
Total 5240 · Auto & Truck Expense	6,377.47	64,000.00	-57,622.53	10.0%
5300 · Property and Liability Insurance				
5420 · Office Expense	12,167.00	10,821.00	1,346.00	112.4%
5421 · Office Supplies	1,803.89	1,900.00	-96.11	94.9%
5422 · Postage	1,957.35	2,950.00	-992.65	66.4%
Total 5420 · Office Expense	3,761.24	4,850.00	-1,088.76	77.6%

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Accrual Basis

West Boylston Water District

Profit & Loss Budget vs. Actual

July through December 2019

	Jul - Dec 19	Budget	\$ Over Budget	% of Budget
5423 - Computer/Tech	2,383.02	3,500.00	-1,116.98	68.1%
5430 - Pump Station Supplies	920.29	2,499.98	-1,579.69	36.8%
5435 - Water Quality Control Expense	4,133.41	3,500.00	633.41	118.1%
5440 - Water Treatment Chemicals	22,858.29	23,600.00	-741.71	96.9%
5500 - Tools	815.19	2,500.00	-1,684.81	32.6%
5600 - Repairs & Maintenance				
5601 - Equipment Repairs	3,746.20	5,000.00	-1,253.80	74.9%
5602 - Facility Repairs	2,854.39	4,999.99	-2,145.60	57.1%
Total 5600 - Repairs & Maintenance	6,600.59	9,999.99	-3,399.40	66.0%
5625 - Property Maintenance	871.06	5,000.00	-4,128.94	17.4%
5790 - State & District Expense	3,928.55	3,000.00	928.55	131.0%
5791 - GIS Projects	0.00	0.00	0.00	0.0%
5795 - DEP Primacy Fees	1,610.91	1,607.00	3.91	100.2%
5840 - Serv & Distr. Improve.				
5840E- Emergency Repair Costs	6,310.00	0.00	6,310.00	100.0%
5840 - Serv & Distr. Improve. - Other	53,675.16	89,000.00	-35,324.84	60.3%
Total 5840 - Serv & Distr. Improve.	59,985.16	89,000.00	-29,014.84	67.4%
5950 - District Improvements				
5950C - Well Exploration (\$35K)	16,357.28			
5950E - Well Cleaning	4,480.00	34,823.40	-34,823.40	0.0%
5951 - District Improvements (Capital)	0.00	61,500.00	-61,500.00	0.0%
5950 - District Improvements - Other	0.00			
Total 5950 - District Improvements	20,837.28	96,323.40	-75,486.12	21.6%
Total 5000 - Operation & Maintenance	615,513.85	809,100.25	-193,586.40	76.1%
5195 - Bad Debt Expense	120.00			
Total Expense	615,633.85	809,100.25	-193,466.40	76.1%
Net Ordinary Income	293,723.62	-78,968.67	372,692.29	-371.9%
Other Income/Expense				
Other Income	0.00	0.00	0.00	0.0%
8400 - Insurance Reimbursement				
Total Other Income	0.00	0.00	0.00	0.0%

West Boylston Water District Profit & Loss Budget vs. Actual July through December 2019

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Accrual Basis

	Jul - Dec 19	Budget	\$ Over Budget	% of Budget
Other Expense				
8000 - Interest Expense	0.00	1,535.73	-1,535.73	0.0%
8050 - DSRF Earnings	0.00	0.00	0.00	0.0%
8060 - Contract Assistance	9,146.37	3,780.00	5,366.37	242.0%
8000 - Interest Expense - Other				
Total 8000 - Interest Expense	9,146.37	5,315.73	3,830.64	172.1%
Total Other Expense	9,146.37	5,315.73	3,830.64	172.1%
Net Other Income	-9,146.37	-5,315.73	-3,830.64	172.1%
Net Income	284,577.25	-84,284.40	368,861.65	-337.6%

West Boylston Water District

Balance Sheet

As of December 31, 2019

	Dec 31, 19
ASSETS	
Current Assets	
Checking/Savings	
1000 · Cash-Checking & Savings	471,185.60
1020 · Petty Cash	125.00
1025 · Cash on Hand	125.00
1050 · Clinton Savings Capital Account	258,342.41
Total Checking/Savings	729,778.01
Accounts Receivable	
1201 · User Charges	282,377.39
Total Accounts Receivable	282,377.39
Other Current Assets	
1159 · Investments	1,140,652.18
1499 · Undeposited Funds	76.20
Total Other Current Assets	1,140,728.38
Total Current Assets	2,152,883.78
Fixed Assets	
1998 · Capital Assets - Depreciable	3,392,723.44
1999 · Capital Assets - Nondepreciable	316,996.42
Total Fixed Assets	3,709,719.86
Other Assets	
2860 · Deferred Outflows of Resources	96,920.00
Total Other Assets	96,920.00
TOTAL ASSETS	5,959,523.64
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	16,398.67
Total Accounts Payable	16,398.67
Other Current Liabilities	
2100 · Payroll Withholdings	1,006.58
2430 · Accrued Vacation Pay	18,434.80
Total Other Current Liabilities	19,441.38
Total Current Liabilities	35,840.05
Long Term Liabilities	
1750 · Deferred Inflows of Resources	69,040.00
2600 · N/P - DEP (SRF Funding)	517,180.30
2800 · Other Post Employment Benefits	1,080,197.00
2850 · Net Pension Liability	829,002.00
Total Long Term Liabilities	2,495,419.30
Total Liabilities	2,531,259.35

West Boylston Water District

Balance Sheet

As of December 31, 2019

	Dec 31, 19
Equity	
3300 · Reserved for office renovations	2,444.75
3301 · Reserved for Well Exploration	847,688.22
3775 · Investment in PP&E-District	3,220,993.96
3900 · Retained Earnings	-927,439.89
Net Income	284,577.25
Total Equity	3,428,264.29
TOTAL LIABILITIES & EQUITY	5,959,523.64

UPDATE ON OAKDALE WELL TREATMENT PLANT

Highlights of Events/Work to Date

- ACO signed June 2019
- Piloting conducted March to July 2019 (report issued in Sept 2019)
- Select Board Meeting held June 2019 (regarding concept of WTP site and land acquisition)
- PEF submitted August 2019 (anticipate DEP issuance of draft IUP momentarily)

Conceptual Design Considerations

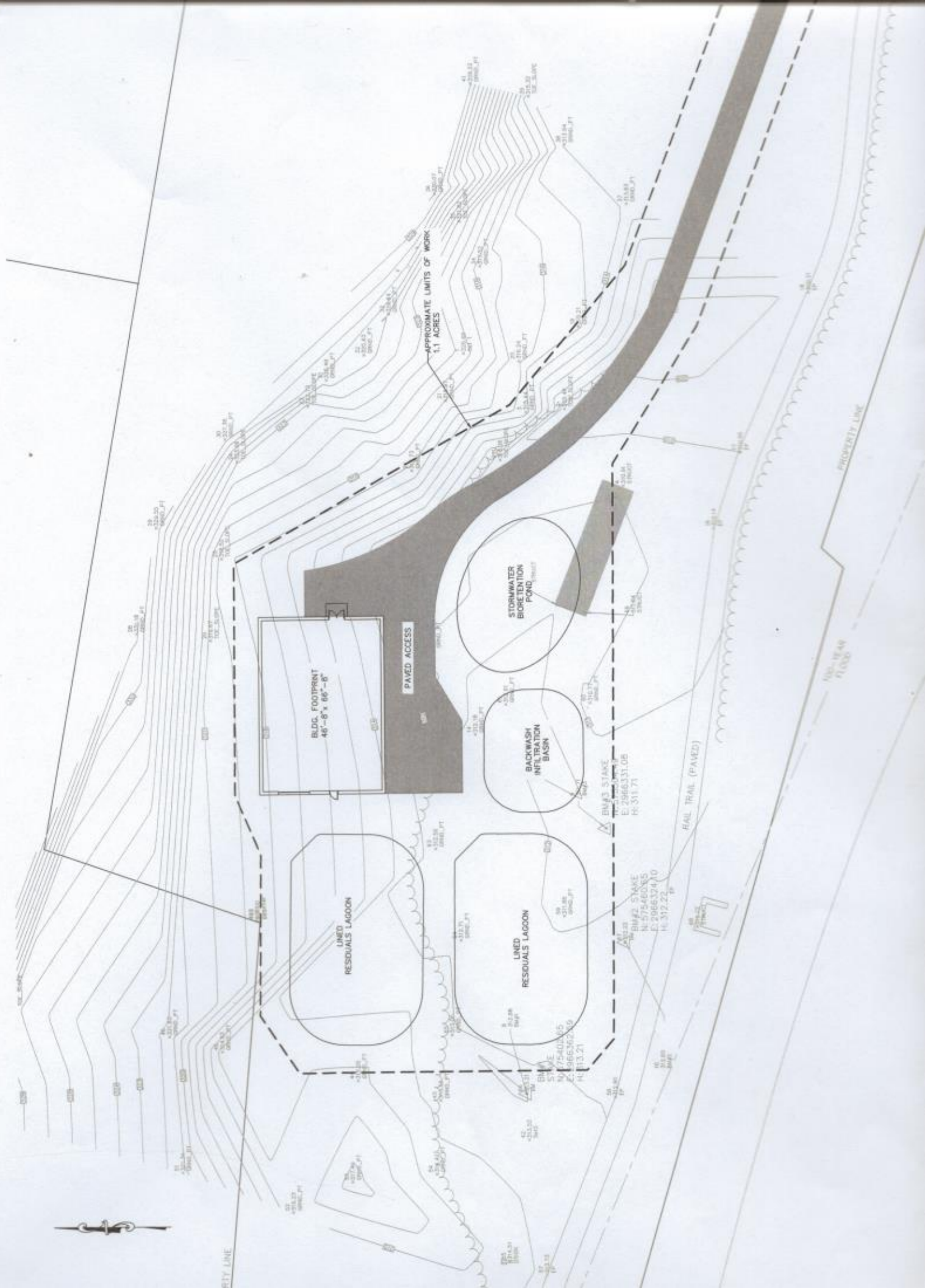
- Proposed WTP Capacity (1000 gpm per rated capacity of well)
- Proposed Process Layout
 - 3 filters (conservative loading rate, allowing for BW and for increasing Fe/Mn levels)
 - KOH feed system remains at PS (rehab) to minimize tanker truck access
 - NaOCl feed system at new WTP
- Building Construction Type (see photos)
 - Salt-box style roof for process reasons
 - Masonry Building with Brick Veneer
 - Masonry Building with Split Face CMU Veneer
 - Pre-engineered Metal Building with Slab Foundation (possible vinyl siding)
 - Estimate \$1M for Bldg Construction (out of \$4M overall Construction Cost Estimate)
 - Split face CMU vs Brick Veneer roughly saves 5% or \$50,000
 - Pre-engineered Metal Bldg vs Brick Veneer roughly saves 10% or \$100,000
- Backwash Residuals Handling
 - Options and Capital Cost vs O&M Cost and Other Considerations
 - Onsite Handling in Lagoons (\$150K capital, periodic cleanout, aesthetics)
 - Discharge to Sewer (\$230K to \$290K depending upon gravity/pumped, \$40K annual)
- Tour of other facilities in Central MA

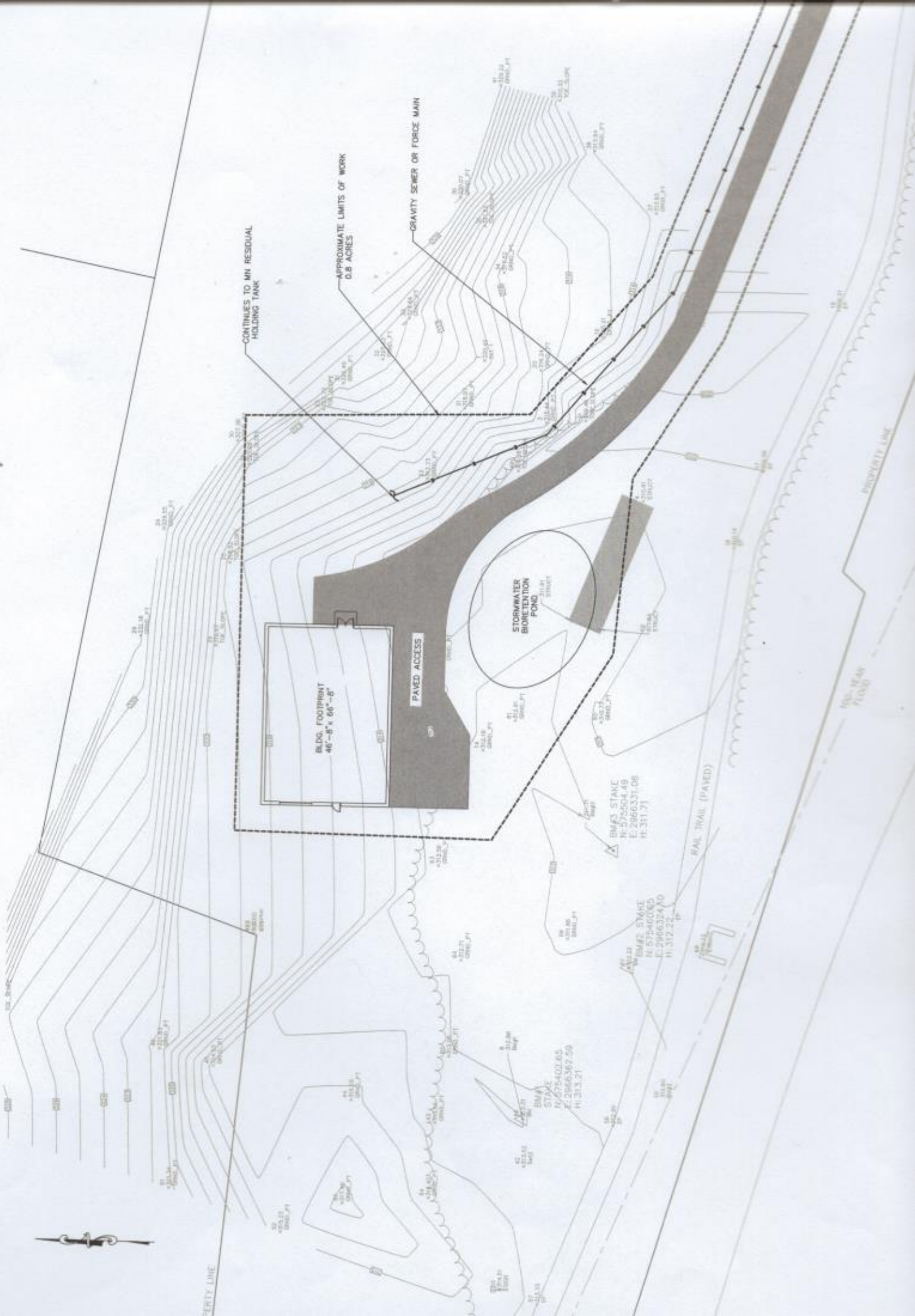
Overall Schedule Considerations

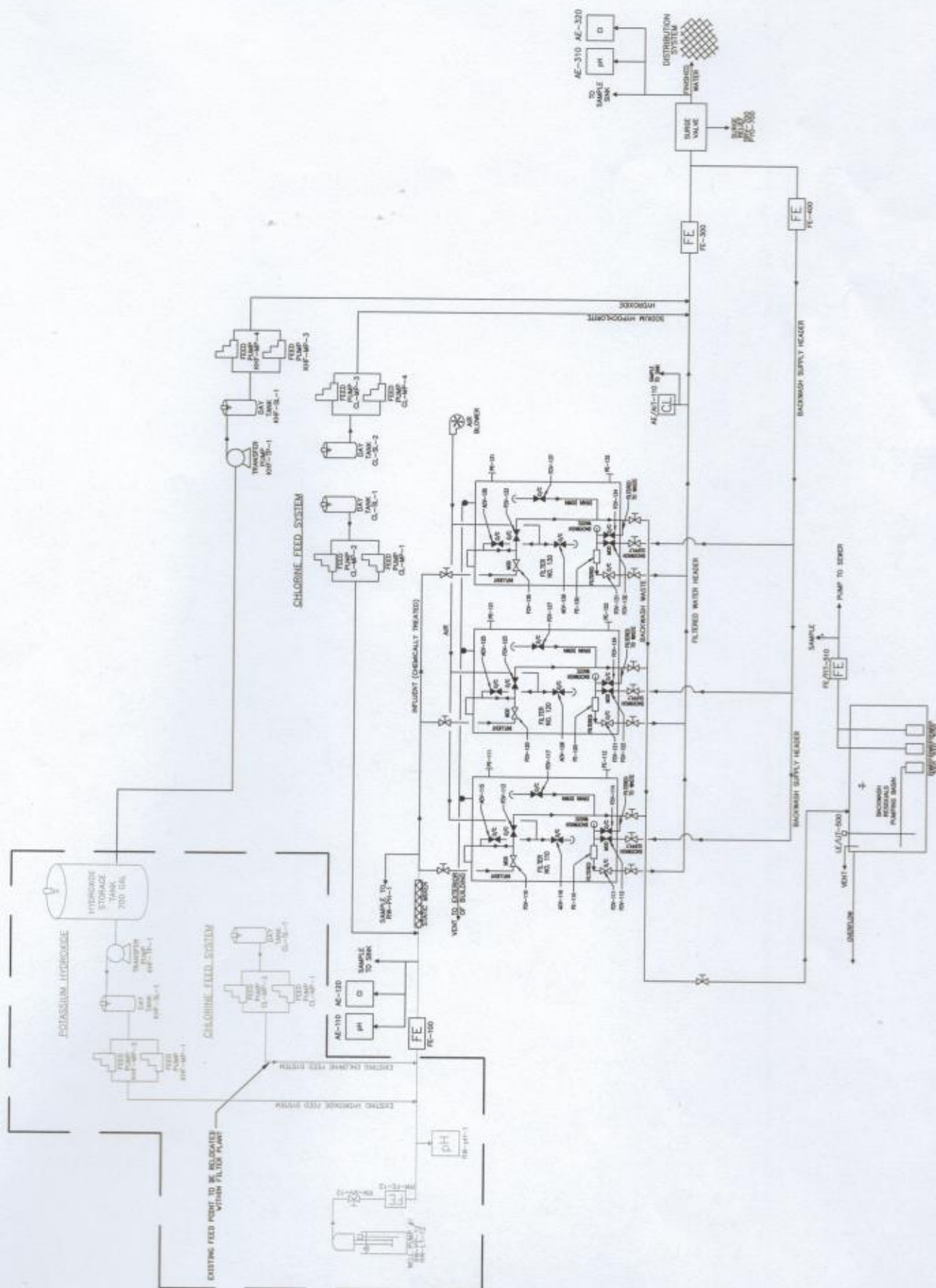
- ACO Requirements
 - Design Complete by December 31, 2020
 - Facility online by December 31, 2022
- SRF Requirements
 - Draft IUP expected momentarily
 - Appropriation required by June 30, 2020
 - Application (including plan and specs) required by October 15, 2020

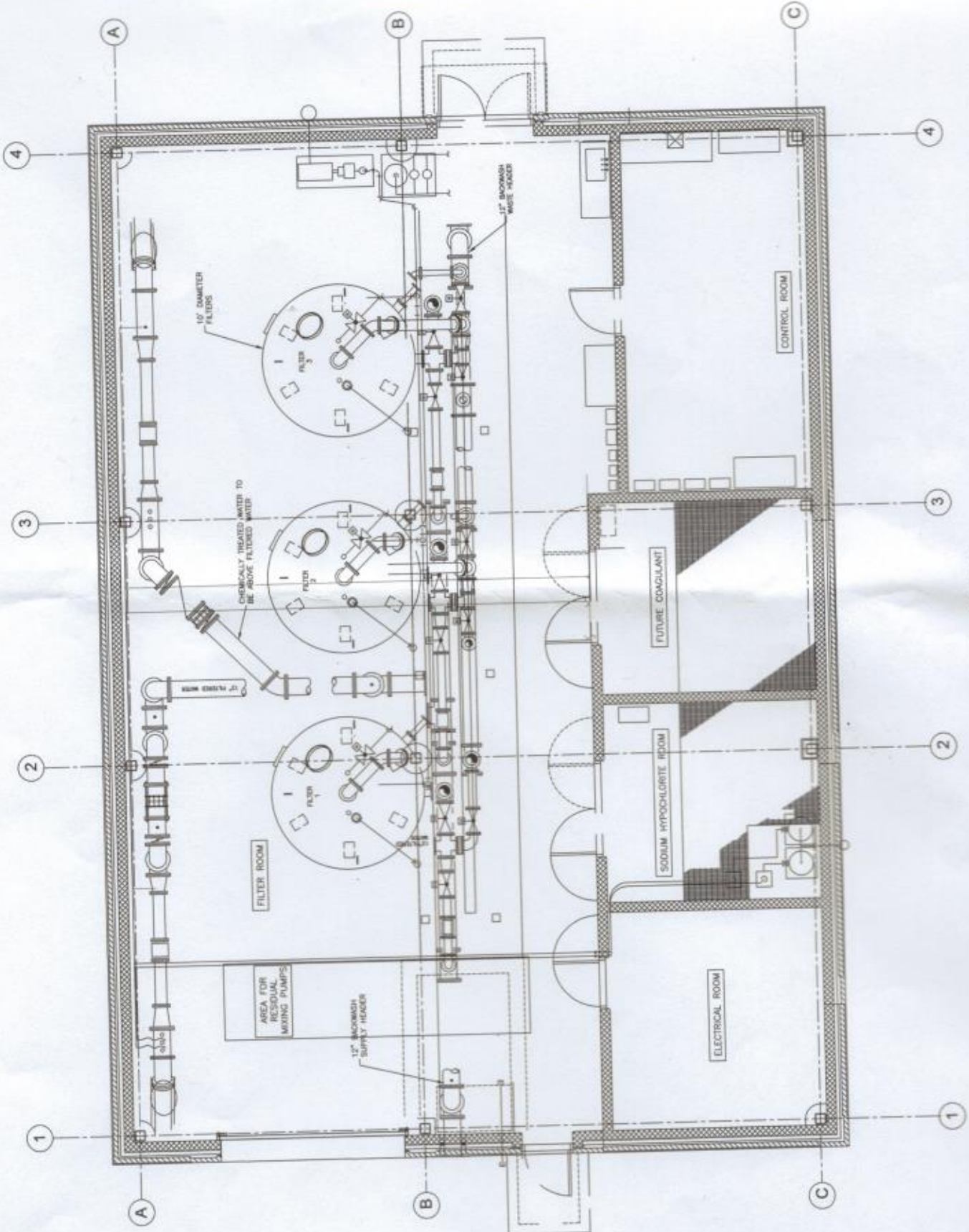
Next Steps

- Sewer System Capacity Verification
 - Estimate 12,000 gal/day (average) assuming BW every other day (worst case)
 - Flow rate can be metered slowly overnight (i.e. 35 gpm over 6 hr period)
- Finalize Conceptual Design Report (submit to DEP with piloting results)
- Land Acquisition and Removal of Box Containers (firefighting practice)
- Preliminary Discussions with Interested Parties (DCR and Wachusett Greenways)
- Appropriation
- Design and preparation of Construction Documents









Scale: 1/4"=1'

SAMPLE PHOTOS FOR VARIOUS BUILDING TYPES FOR IRON/MANGANESE TREATMENT PLANT



Pre-engineered Metal Building (PEMB)



PEMB with Vinyl Siding

SAMPLE PHOTOS FOR VARIOUS BUILDING TYPES FOR IRON/MANGANESE TREATMENT PLANT



CMU with Split Face Veneer



CMU with Brick Veneer

SAMPLE PHOTOS FOR VARIOUS BUILDING TYPES FOR IRON/MANGANESE TREATMENT PLANT



Pre-engineered Metal Building (PEMB)



PEMB with Vinyl Siding



West Boylston Water District

To: Board of Water Commissioners
From: Mike Coveney
Date: 1/13/2020
Re: Superintendents Report

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- 1.) New Well at PV: We are still working with our attorney and DCAMM on the final steps for the easement registration. DCAMM has requested that DCR counsel approve the changes to the language also. See email. I think the board should consider signing this document at the meeting today.
 - 2.) North Main St: I am working closely with our consultants CEI to finalize the plans and specifications for this project to be able to go out for bids this winter. I will have additional updates at a future meeting.
 - 3.) Oakdale Treatment Conceptual Design: Our engineer CEI is attending this meeting to present the Conceptual Design of the Oakdale Well Treatment Plant based on the information obtained from the pilot study.
 - 4.) Brossi Trial: I attended the trial on January 7th and was called to give testimony as a witness by the Town's attorney. The Judge has given both sides of this case another 30 days to present their closing arguments and then it was indicated that he would need another 30 days to decide on the case.
 - 5.) Oakdale Treatment Design RFP: Our consultant Kristen Berger has completed a draft RFP for the Board to review.
 - 6.) PV Well #2 Bids: Our consultant NGI has drafted a bid tabulation and letter of recommendation to award the contract to install the new well. We will need to discuss this under Old/New Business.
 - 7.) Meeting with Selectmen: Nancy Lucier has indicated that the next few dates to meet with the Selectmen would be on Jan. 22, Feb. 5, or Feb 19.

West Boylston Water District

Request for Qualifications

Professional Engineering Services for Oakdale Well Water Treatment Facility

January 2020

Contact:

**Michael Coveney, Superintendent
West Boylston Water District
183 Worcester St
West Boylston, MA 01583
Office: (508) 835-3025
mcoveney@westboylstonwater.org**

1.0 Introduction

The West Boylston Water District (District) invites proposals from qualified firms for professional engineering services associated with design through construction phases of Oakdale Well Water Treatment Facility (Project). Qualified firms are requested to submit their proposals to the West Boylston Water District, 183 Worcester St, West Boylston, MA 01583, in accordance with the instructions contained within this Request for Qualifications (RFQ).

The following dates have been established for the procurement:

- RFQ release date: XXX
- Pre-proposal meeting and site visit: XXX at 10:00 a.m.
- Questions due: XXX
- Proposals due: XXX at 2:00 p.m.
- Interviews, if needed: XXXX
- Anticipated selection of firm: XXXX

2.0 Submission Deadline and Instructions

The District will accept proposals delivered in person or by mail. All proposals must be received by the date and time stated in Section 1.0 to be considered. Proposals submitted by fax or by electronic mail will not be considered. All proposals must be submitted to:

Board of Water Commissioners
West Boylston Water District
183 Worcester Street
West Boylston, MA 01583

Qualified persons or firms are requested to submit proposals in sealed envelopes marked as shown below with the applicant's name and address on the front. Applicants should provide one (1) signed original proposal and eight (8) copies and a flash drive with a PDF copy.

Qualification submittals shall be labeled with the project information:

Qualifications
Professional Engineering Services for
Oakdale Well Water Treatment Facility

There is a price component to this proposal. Price proposals are to be submitted in a separate sealed and marked envelope:

Price Proposal
Professional Engineering Services for
Oakdale Well Water Treatment Facility

The District may cancel this RFQ or reject in whole or in part any and all proposals, if they determine that cancellation or rejection serves the best interest of the District.

Proposals must be signed as follows: a) if the bidder is an individual, by her/him personally; b) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and c) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

No proposals will be accepted after the time and date noted. Late delivery of materials due to any type of delivery system shall be cause for rejection. If on the date and time of the submittal deadline the District is closed due to an uncontrolled event such as fire, snow, ice, wind or building evacuation, the submittal deadline will be postponed until 2:00 p.m. on the next normal business day.

3.0 Questions, Addenda or Proposal Modifications

Questions concerning this RFQ must be submitted in writing to Mr. Michael Coveney at mcoveney@westboylstonwater.org. All questions/ inquiries must be received by close of business on the date noted in Section 1.0, in order to be considered. Written responses will be emailed to those firms who have requested copies of this RFQ.

If any changes are made to this RFQ, an addendum will be emailed to those firms who have requested copies of this RFQ. It is the sole responsibility of the bidder to ascertain the existence of any addenda and/or modifications issued by the District.

The District accepts no liability for and will provide no accommodations to bidders who fail to check for amendments and/or modifications to this RFQ and subsequently submit inadequate or incorrect responses. Bidders may not alter (manually or electronically) the RFQ language or any RFQ component files. Modifications to the body of the RFQ, Scope of Work, terms and conditions, or which change the intent of this RFQ are prohibited and may disqualify a response.

All proposals submitted in response to this RFQ shall remain firm for sixty (60) days following the submittal deadline. It is anticipated that the contract will be awarded within thirty (30) days after the submittal deadline.

Bidders are not to communicate directly with any employee of the District, except as specified in this RFQ, and no other individual employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFQ.

4.0 Pre-Proposal Meeting and Site Visit

There will be a pre-proposal meeting and site visit on the date stated in Section 1.0. The meeting will be held at the West Boylston Water District, 183 Worcester St, West Boylston, MA 01583 and be followed by the opportunity to visit the existing Oakdale Well Pump Station.

5.0 General Project Description and Background

The Oakdale Well is currently pumped and treated for corrosion control at the Oakdale Well Pump Station and Treatment Facility. The well is typically pumped at a rate of 400 to 450 gallons per minute (gpm). The facility houses the pumping and chemical feed treatment systems. The gravel packed well is pumped using a Goulds 10RJLO model pump with 50 HP motor. Chemical injection includes blended phosphate for sequestering, sodium hypochlorite (NaOCl) for disinfection and potassium hydroxide (KOH) for pH adjustment and corrosion control.

Elevated levels of manganese in the water from the Oakdale Well prompted MassDEP to issue an Administrative Consent Order (ACO) requiring the District implement manganese removal treatment.

The proposed iron and manganese removal water treatment facility is intended to be constructed behind/adjacent to the existing facility and to have a maximum capacity of 1 MGD. Water treatment pilot testing was conducted by Blueleaf, Inc. A copy of the pilot report will be provided upon request. Based on the results of the pilot testing, the District has selected pressure filtration with GreensandPlus media for the iron and manganese removal process to be used in the full-scale treatment facility. The preliminary design was completed by Comprehensive Environmental Inc. A copy of the preliminary design report will be provided upon request.

A Project Evaluation Form (PEF) was submitted in August 2019 to the MassDEP and the Trust for consideration to receive funding through the state revolving fund (SRF) program. The District anticipates that this project will receive funding through the SRF program. The District is under an Administrative Consent Order (ACO) with the MassDEP to implement this treatment facility. The Engineer must provide the District with final draft design documents for review by September 1, 2020. The Engineer must submit permit applications with the final design documents and SRF application to applicable regulatory agencies by October 15, 2020.

6.0 Project Approach

The Respondent shall provide a detailed description of their Project Approach and Scope of Work to be provided for the fee included in the separate Price Proposal. The District encourages Respondents to offer services that have added value to the completion of the Project beyond the minimum effort needed to complete the work and to include those services as separate tasks within the price proposal. Respondents shall include engineering services for design, permitting, bid and construction phases.

The Project design components shall include but not be limited to the following:

- A. New iron and manganese Water Treatment Facility with primary process using pressure filtration with GreensandPlus media.
- B. The selected engineering firm shall work with the District's SCADA programmer, Northeast System Controls, to incorporate the proposal facility with the existing SCADA system. Northeast System Controls will be retained by the District to complete the

programming for the overall Water Treatment Facility and integration with the system wide SCADA. The Respondent shall include design of Water Treatment Facility operations, loop descriptions, in their scope. Control panels and instrumentation are also to be included in the facility design.

Site survey and soil exploration of the existing site and proposed site are not available and shall be the responsibility of the Engineer.

The following is a general outline of the required basic services. The District encourages Respondents to offer services that have added value to the completion of the Project beyond the basic services listed below. The added value services should be shown as separate tasks in the price proposal.

1) Design and Permitting Services

1.1 Conduct initial kick-off meeting with District staff to review the project scope, establish operational and design criteria, discuss project concerns, clarify specific standards and requirements of District, and to ensure that particular issues are properly addressed during the project.

1.2 Conduct a topographical and planimetric survey and develop base plans of the affected area, to include 2 foot contours, existing structures and utilities, existing utility easements, limits of right-of-ways, location of wetlands and other features of the work area.

1.3. Based on the preliminary design already completed, prepare draft (75%) design documents, in accordance with applicable American Water Works Association (AWWA) standards and MassDEP requirements. The draft specifications shall be prepared in CSI format and shall include boiler plate requirement, bid sections and technical specifications as required for public bidding. Plans shall be prepared in AutoCAD format. Specifications shall include the requirements of the DWSRF Program.

1.4. Prepare a construction cost estimate for the project including contingencies based on the design documents and the construction costs anticipated at the time the design is completed.

1.5. Coordinate with local officials, public and private utilities, and state and local agencies as necessary. Submit permit applications along with applicable design documents to the affected utilities and agencies for their review and comment. Meet with utility representatives, if necessary, to ensure a coordinated construction process. Conduct a meeting with representatives of the Drinking Water Program of the MassDEP Central Region Office to review the design prior to permit application submittal. Permit applications required for completion of the Project shall include at a minimum the MassDEP Approval to Construct a Water Treatment Facility, Notice of Intent, submittal to DCR and permit notifications with respect to SRF program requirements.

1.6. Provide two (2) sets of draft design documents and PDF copy, with construction cost estimate, for District's review at the 75-percent completion point.

1.7. Attend design meeting with District staff for review and comment of the 75% design submittal.

1.8. Prepare final (100%) design documents including drawings and specifications in accordance with current applicable standards and District requirements. Drawings including plans, sections and details shall be prepared at appropriate scales in AutoCAD format with the technical specifications in CSI format.

1.9. Prepare a final construction cost estimate for the project including contingencies based on the design documents and construction costs anticipated at the time the design is completed.

1.10. Provide two (2) sets of final design documents and PDF copy, with construction cost estimates, to District for final review.

1.11. Upon final review and approval of the final design documents, incorporate District comments and prepare final "ready-for-bid" contract documents, fully suitable for construction. The completed documents shall bear the signatures and stamps of Massachusetts Registered Professional Engineers and Architect.

1.12. Prepare and submit the DWSRF Construction Application including Plans and Specifications Checklist and request approval to bid the documents.

2) Bid Phase Services

2.1. Provide two (2) paper sets of contract bid documents to the District. Distribute electronic sets and/or paper sets (at the request of bidders) of contract bid documents to sub-bidders and general bidders and maintain list of plan holders. Additionally, provide electronic sets (PDF) of the contract bid documents and drawings to District on flash drive.

2.2. Prepare text and advertise the contract for public bidding. Submit advertisement to the Central Register. Provide advertisement language for the District to submit to the local newspaper and COMMBUYS.

2.3. Address questions from prospective bidders, and prepare addenda to the bid documents, as required.

2.4. Conduct pre-bid conference and record minutes and questions.

2.5. Attend the bid openings (sub-bid and general bid) and assist the District with the bid opening process.

2.6. Tabulate bids, provide review and analysis of the bid results, review contractor qualifications and financial ability, and provide a written recommendation for the award of the contract.

2.7. Prepare and submit the DWSRF Part B package to request approval to award the contract.

2.8. Prepare and facilitate contracts for execution by District and selected contractor.

3) Construction Phase Services

3.1. Prepare conformed set (posted set) of contract documents and provide 2 sets to District along with PDF copy.

3.2. Conduct Pre-Construction Meeting and record meeting minutes.

3.3. Provide on-site inspection services. Include in the price proposal, the number of hours, hourly rate and expenses proposed for the on-site resident. The intent is to have the resident on-site part-time during key points as required by the Engineer to ensure the work is conducted in accordance with the design documents and regulatory requirements. Key points include but are not limited to observation of subgrade and reinforcing and conduits/pipes below or within floors, concrete placements, portions of the work that will be concealed at the end of the day, select points during construction of the building structure, installation of filters and filter internals, installation of process and mechanical/electrical equipment and components. Engineer shall coordinate with the Contractor to keep informed of the progression of work to be on-site at the times that the Engineer requires. Provide inspection reports for days the resident engineer is on-site. Respondents shall include an estimate of the minimum number of on-site hours required to provide the required assurances. Respondents shall identify the individual to provide the on-site inspection services and include resume. Price proposal shall include the hourly rate along with the estimated number of on-site hours.

3.4. Maintain project files of submittals.

3.5. Review construction shop drawings, equipment O&M manuals and other information submitted by the Contractor for compliance with the design concept and the requirements of the Contract Documents, such data to be recommended for approval, returned for revision, rejected or distributed for information.

3.6. Attend monthly formal progress meetings, weekly project status meetings, and other on-site coordination conferences and record meeting minutes.

3.7. Prepare a monthly project summary detailing the following items:

3.7.1. A listing of work performed during the month and a listing of anticipated work during the next two months. Information shall be broken down by Tasks and Subtasks.

- 3.7.2. Provide cash flow projections (baseline vs. actual and projected). Invoices for the period covered in the report, will not be paid until the monthly report is delivered to and approved by District.
- 3.8. Review Contractor's monthly payment requests and provide recommendations for payment based on work progress.
- 3.9 Prepare and submit monthly DWSRF drawdown requests.
- 3.10. Provide interpretation of Contract Documents.
- 3.11. Prepare responses to Requests for Information (RFIs).
- 3.12. Consider and evaluate the Contractor's suggestions for modifications to the Contract Documents and report recommendations to District.
- 3.13. Review Contractor's as-built red line drawings for accuracy and completeness. Provide stamped record drawings in hard copy/electronic format.
- 3.14. Electronic documents shall be submitted to the District in native format (AutoCAD, Word, Excel, etc.) and PDF format.
- 3.15. Assist in the review, preparation and administration of change orders and claims.
- 3.16. Prepare and provide 2 hard copies and PDF copy of an overall Facility Operation & Maintenance Manual. The O&M Manual shall address, but not be limited to, safety aspects during operation, maintenance, and cleaning; suggested sequence of operation; operational strategies of chemical feed and associated control equipment; truck unloading, pump and equipment maintenance and operations and meet compliance with MassDEP requirements. O&M manual shall include forms recommended by the Engineer for operation of the facility.
- 3.17. Develop and maintain punch-list and assist with closeout documentation.
- 3.18. Contract documents shall include provisions for the Contractor to complete a startup and demonstration to test all equipment and to prove that the facility successfully treats the water. Engineer shall be involved during this process. Engineer shall be responsible for certification to the District and MassDEP that the facility was constructed in accordance with the design documents and MassDEP requirements; certification shall include a summary of startup, checklist showing equipment, alarm and operations testing. Testing shall include both normal operation and how the facility responds to equipment malfunctions and/or failures. Contractor shall provide training on individual pieces of equipment and Engineer shall provide training on the overall operation of the facility.

3.19. Prepare and provide Massachusetts State Building Code Construction Control Documents (initial, periodic and final).

3.20. Provide the services of a materials testing company for soils and concrete testing during construction. In the price proposal, identify these services as a separate task. Estimate test quantities based on the preliminary design and list all assumptions.

7.0 Minimum Qualifications

Each applicant must demonstrate that it meets the following minimum qualifications:

- A. Minimum of five years' experience in public projects of a similar nature for the principals assigned, specifically including work with water treatment facilities having iron and manganese removal using pressure filtration. In documenting this qualification, the applicant should describe the professional background of the firm and the extent of previous experience of firm personnel or consultants to be assigned to the project and identify the anticipated role that each will play in the project.
- B. Possess all necessary current licenses and registrations, either within the firm or through independent consultants, to qualify to perform the function of the engineer designer of the projects.
- C. Provide evidence of insurance for general liability, automobile, worker's compensation (statutory) and professional services liability, as required.
- D. Response to the proposal sections identified in the following Section.

8.0 Proposal Requirements

Qualification packages must contain the following information:

- A. Description of the Firm
 - Description of the primary firm including subconsultants and experience working together as a team.
- B. Project Approach
 - Describe the firms approach to completion of this Project.
 - Provide proposed schedule for completion. The District is under an Administrative Consent Order (ACO) with the MassDEP to implement this treatment facility. The Engineer must provide the District with final draft design documents for review by September 1, 2020. The Engineer must submit permit applications with the final design documents and SRF application to applicable regulatory agencies by October 15, 2020.
- C. Project Team and Key Staff

- Description of project team and key staff to include previous experience of team members, role on this project and organizational chart. Resumes for each member of the project team are to be provided.
- On-site inspector shall be identified in the proposal and resume provided. On-site inspector shall have a minimum of 3-years experience with the construction of water treatment facilities, fulfilling the role of on-site inspector for the construction of at least one water treatment facility.

D. Location of Where the Work will be Completed

- Identify the location where the work will be completed and proximity to the District. Include the primary office location(s) of all project team members.

E. Team Availability and Commitment to Project

- Estimate the percentage of time of key project team members dedicated to this project and their commitment/workload dedicated to other projects.

F. Similar Project Experience

- Descriptions of similar project experience (iron and/or manganese removal using pressure filtration); include project name, name of the organization for whom the work was performed, size of facility, primary treatment process utilized.
- For each project identify the engineer's fee at start of project and final fee at end of project. Provide explanation for cost increases.
- For each project, identify the project start date and completion date and state if the project was completed on schedule or required additional time. Provide explanation for time extensions.
- For each project, identify the construction cost estimate used for project appropriation prior to bid, bid cost, final cost, change order percentage. Provide explanation for change order costs.

G. References

- Provide contact information (name, address, telephone number) for three (3) references. Include project name, name of the organization for whom the work was performed, contract fee, date of completion, description of services performed and identify the project team members involved.
- References shall be provided for projects on which the project team members were involved including the on-site inspector.

H. Attachments

- Include copy of insurance certificate.
- Certificate of Non-Collusion
- Tax Certification
- Designer Selection Board Application Form:
<https://www.mass.gov/service-details/dsb-forms>

Price Proposal packages must contain the following information:

- A. Identify proposed price for each key task/phase along with the total project fee. Include separate task for on-site inspection services and provide billing rate along with realistic estimated number of hours required for this task as specified.
- B. Provide rate schedule for project team members.
- C. Price proposal shall include all labor, materials, travel and deliverables.

9.0 Review of Proposals and Selection

The District reserves the right to reject any and all proposals or parts of proposals; to waive any defects, information, and minor irregularities; to accept exceptions to these specifications; and to award contracts or to cancel this Request for Qualifications if it is in the District's best interest to do so. The District will review proposals and may elect to shortlist firms for interviews. Responding firms will be notified of the results of the initial screening process.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

Name of Business

TAX CERTIFICATION

Pursuant to M.G.L. Chapter 62C, Sec. 49A, and M.G.L. Ch. 151A, Section 19A, the undersigned acting on behalf of the Contractor, certifies under the penalty of perjury that, to the best of the under sign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support*.

**Signature of Individual

***Contractor's Social Security Number

Or Corporate Contractor Federal Identification Number _____

By: _____

Date: _____

Corporate Officer

(Mandatory, if applicable)

*The provision in the Attestation of relating to child support applies only when the Contractor is an individual.

**Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, section 49A.

Mike Coveney

From: Holland, Spencer B. <sholland@MirickOConnell.com>
Sent: Monday, January 13, 2020 4:10 PM
To: 'Mike Coveney'
Subject: RE: WBWD Easement - Ch214 of 2018

Hi, Mike –

I still have not heard back from Tom LaRosa of DCR. I highly doubt that he will have any changes to the proposed final agreement, as he has deferred to Carol Kemp on the approval of the agreement since being looped into this matter. I did mention in my latest email to Tom that the commissioners have a meeting tonight.

If you do decide to proceed with execution before getting the official green light from DCR, be sure to have the commissioners sign two sets of the easement agreement, since DCAMM will want to keep one original in its files. Let me know if you have any questions.

Best,
Spencer



SPENCER B. HOLLAND

Associate

Mirick, O'Connell, DeMallie & Lougee, LLP
175 Federal Street, Suite 1220 | Boston | MA | 02110-2210
t 617.391.2165 | f 617.206.9470
sholland@mirickoconnell.com | Bio



Please visit our website: www.mirickoconnell.com

From: Mike Coveney <mccoveney@westboylistonwater.org>
Sent: Monday, January 13, 2020 11:42 AM
To: Holland, Spencer B. <sholland@MirickOConnell.com>
Subject: RE: WBWD Easement - Ch214 of 2018

This Message originated outside of Mirick O'Connell.

Spencer, that is good news! Thanks for the update. I will wait to hear from you later today.
Mike

From: Holland, Spencer B. <sholland@MirickOConnell.com>
Sent: Monday, January 13, 2020 11:25 AM

To: 'Mike Coveney' <mcoveney@westboylstonwater.org>
Cc: Madaus, Stephen F. <smadaus@mirickoconnell.com>
Subject: RE: WBWD Easement - Ch214 of 2018

Hi, Mike –

The good news is that Carol Kemp resurfaced and has approved the form of the easement agreement after a couple additional requests and revisions. I am attaching in both PDF and Word formats the agreement as Carol has approved it.

In her most recent email last Thursday, Carol asked that Tom LaRosa, the general counsel for DCR, also express his approval of the final form. I have not heard back from Tom but emailed him this morning asking for an update. I will let you know this afternoon whether this version also has DCR's approval. If so, then we can proceed with having the commissioners execute the agreement.

Best,
Spencer



SPENCER B. HOLLAND

Associate

Mirick, O'Connell, DeMallie & Lougee, LLP
175 Federal Street, Suite 1220 | Boston | MA | 02110-2210
t 617.391.2165 | f 617.206.9470
sholland@mirickoconnell.com | Bio



Please visit our website: www.mirickoconnell.com

From: Mike Coveney <mcoveney@westboylstonwater.org>
Sent: Monday, January 13, 2020 11:15 AM
To: Holland, Spencer B. <sholland@MirickOConnell.com>
Cc: Madaus, Stephen F. <smadaus@mirickoconnell.com>
Subject: RE: WBWD Easement - Ch214 of 2018

This Message originated outside of Mirick O'Connell.

Spencer, any updates? We have a board meeting today at 5pm. Thanks.

From: Mike Coveney <mcoveney@westboylstonwater.org>
Sent: Wednesday, December 18, 2019 2:21 PM
To: 'Holland, Spencer B.' <sholland@MirickOConnell.com>
Cc: 'Madaus, Stephen F.' <smadaus@mirickoconnell.com>
Subject: RE: WBWD Easement - Ch214 of 2018

Spencer,

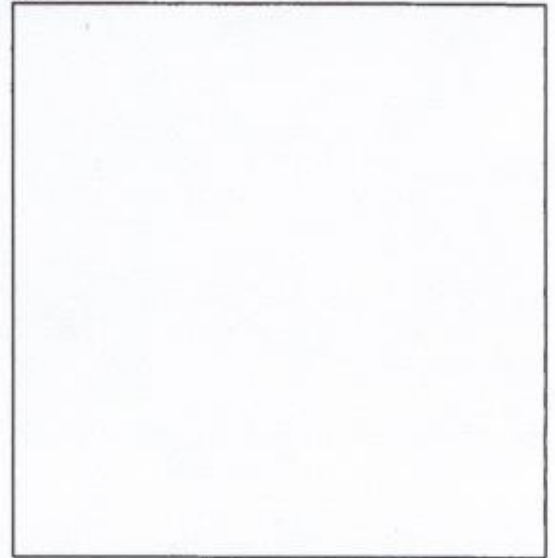
Worcester South District Registry of Deeds Electronically Recorded Document

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Recording Information

Document Number	: 9413
Document Type	: AGR
Recorded Date	: January 29, 2020
Recorded Time	: 11:30:42 AM
Recorded Book and Page	: 61811 / 25
Number of Pages(including cover sheet)	: 13
Receipt Number	: 1202712
Recording Fee	: \$105.00

Worcester South District Registry of Deeds
Kathryn A. Toomey, Register
90 Front St
Worcester, MA 01608
(508) 798-7717



AGREEMENT FOR RELOCATION OF EASEMENT

This Agreement for Relocation of Easement (this "Agreement") is dated this 24th day of January, 2020 (the "Effective Date"), and is by and between **THE COMMONWEALTH OF MASSACHUSETTS**, acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance, having an address of One Ashburton Place, Boston, Massachusetts 02108 (the "Commonwealth"), acting in consultation with and on behalf of the Commissioner of its Department of Conservation and Recreation ("DCR"), and the **WEST BOYLSTON WATER DISTRICT**, a Massachusetts municipal water corporation established by Chapter 352 of the Acts of 1933, as amended, having a mailing address of 183 Worcester Street, West Boylston, Massachusetts 01583 (the "Water District"), pursuant to Chapter 214 of the Acts of 2018 (the "Act").

WHEREAS, pursuant to that certain instrument dated February 26, 1970, and recorded with the Worcester District Registry of Deeds (the "Registry") in Book 5018, Page 313, the Commonwealth, acting through its Metropolitan District Commission, granted an easement to the Water District, as more particularly shown on a plan dated January 30, 1970, recorded with the Registry in Plan Book 334, Plan 63 (the "Original Easement");

WHEREAS, the Act provides for the modification and relocation of the Original Easement for the purposes of locating, constructing, operating and maintaining a second well or well field and piping, pump stations and other appurtenances associated with a public water supply, including driveway access to the well and pump station and a pipe connection to the municipal water system to serve the West Boylston public water supply system;

WHEREAS, the Act further provides that the area of the modified and relocated easement (the "Relocated Easement") shall be not exceed the area of the Original Easement; and

WHEREAS, the plan entitled "Easement Plan of Land Temple Street, Town of West Boylston, Worcester County Massachusetts," prepared by the Andrysick Land Surveying, dated August 12, 2019, and recorded with the Registry in Plan Book 947, Page 77 (the "Plan"), complies with the requirements of the Act and confirms that the area of the Relocated Easement is equal to the area of the Original Easement and contains 1.797 acres, more or less

Property address: Temple Street, West Boylston, Massachusetts

NOW, THEREFORE, pursuant to the Act, and in consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

1. Recitals. The recitals set forth above are true and complete and are incorporated in this Agreement by reference.

2. Grant of Easement. The Commonwealth hereby grants to the Water District, without covenants, the following easements, all of which together shall collectively constitute the Relocated Easement, which shall be used solely for the purposes of locating, constructing, operating and maintaining a second well or well field and piping, pump stations and other appurtenances associated with a public water supply, including driveway access to the well and pump station and a pipe connection to the municipal water system to serve the West Boylston public water supply system, with each portion of the Relocated Easement limited to the following uses solely in furtherance thereof:

a. Easement Area Consisting of Parcel 1A. The perpetual right and easement to construct, inspect, repair, renew, replace, operate and forever maintain a twelve- (12) inch water main for the conveyance of water in, through and under the land shown as Parcel 1A on the Plan, as more particularly bounded and described in Exhibit A attached hereto, together with driveway access and the right to use said land for all purposes for which ways are commonly used, and for the installation of subsurface utilities appurtenant to the general purpose described above.

b. Easement Area Consisting of Parcel 2A. The perpetual right and easement to construct, inspect, repair, renew, replace, operate and forever maintain gravel-packed wells and pumping stations for water supply purposes in, through and under the land shown as Parcel 2A on the Plan, as more particularly bounded and described in Exhibit A attached hereto.

c. Easement Area Consisting of Parcel 3A. The perpetual right and easement to construct, inspect, repair, renew, replace, operate and forever maintain facilities for the drainage of surface water in connection with the exercise of the easement granted in Parcel 2A in, through and under the land shown as Parcel 3A on the Plan, as more particularly bounded and described in Exhibit A attached hereto.

3. Release of Original Easement. The Water District hereby releases to the Commonwealth all of the Water District's right, title and interest in and to those portions of land subject to the Original Easement and not subject to the Relocated Easement. The terms of the Original Easement are hereby modified as provided herein.

4. Non-Exclusive. The Commonwealth reserves the right to use Parcel 1A, Parcel 2A, and Parcel 3A for all purposes that do not interfere with the Water District's use of the Relocated Easement.

5. ENF Compliance. The Water District agrees that all activities performed pursuant to this Agreement shall comply with (a) the conditions contained in the Environmental Notification Form submitted on behalf of the Water District relating to the Relocated Easement, and (b) the conditions contained in the Certificate of the Secretary of Energy and Environmental

Affairs on the Environmental Notification Form dated July 11, 2019, relating to the Relocated Easement.

6. Termination. The Relocated Easement shall be used only for the purposes described above, and in accordance with Section 2 of the Act. If the Relocated Easement ceases to be used for such purposes then the Relocated Easement shall extinguish and the rights of the Water District hereunder shall revert to the Commonwealth to the care and custody of DCR effective upon the date specified in a notice executed by the Commissioner of the Division of Capital Asset Management and Maintenance (or successor) and recorded in the chain of title to the Relocated Easement reciting that the Relocated Easement is no longer being used for the purposes described herein by the Water District and is therefore extinguished. The Commonwealth shall not record such a notice without first giving written notice to the Water District alleging such non-use and affording the Water District an opportunity of at least one hundred eighty (180) days to object to the allegation of non-use or to cure such non-use. Upon extinguishment all right, title and interest in the Relocated Easement shall revert to the Commonwealth and shall be assigned to the care, custody and control of DCR. Notwithstanding Section 7 of Chapter 184A or any other general or special law to the contrary, the Commonwealth's reversionary interest in the Relocated Easement under this section shall be permanent and any further disposition of any right, title or interest in the Relocated Easement shall be subject to Sections 32 to 37, inclusive, of Chapter 7C of the General Laws and the prior approval of the General Court. Upon termination of the Relocated Easement, at the option of the Commonwealth, the Water District shall remove its facilities installed in the Relocated Easement within one hundred eighty (180) days after such termination.

7. Maintenance. The appurtenances that are installed, constructed and maintained by the Water District within the Relocated Easement shall at all times be and remain the property of the Water District, and shall be maintained and serviced exclusively by the Water District. The Water District agrees that any capital improvements by the Water District within the Relocated Easement shall be subject to the approval of, and carried out pursuant to a permit obtained from, DCR which shall not unreasonably be withheld, conditioned or delayed. Such work will be carried out in such a manner as not to materially interfere with the access by the Commonwealth and the public to the Commonwealth's property outside the Relocated Easement. The Water District shall give DCR prior written notice of the need for a permit for construction work relating to capital improvements within the Relocated Easement as specified in Section 12 of this Agreement and shall cooperate with DCR in minimizing the Water District's interference with the Commonwealth's and the public's use of the Commonwealth's property. The Water District shall maintain alternate access to the Commonwealth's property, if necessary, at all times during the period of any such work. Notwithstanding the foregoing or anything else contained in this Agreement, the Water District may perform any routine maintenance, service and repairs relating to the Relocated Easement without obtaining any additional permits from DCR.

8. Restoration. The Water District agrees that if the surface of the Relocated Easement is disturbed at any time and from time-to-time by the Water District or any party acting on behalf of the Water District (which disturbances shall not include improvements or alterations to the Relocated Easement made pursuant to this Agreement), then the Water District,

at its sole cost and expense, within a reasonable time thereafter, shall repair and restore the surface of the Relocated Easement to the condition which existed prior to any such disturbance.

9. Compliance. The Water District shall comply with all applicable codes, rules, regulations and laws in its use of the Relocated Easement. Without limiting any of the Water District's obligations under this or any other section of this Agreement, the Water District agrees that it shall not cause or permit any hazardous materials to be used, generated, stored or disposed of on, under or about, or transported to or from the Relocated Easement except in accordance with applicable laws. For the purposes of these easements, "hazardous materials" shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances", "hazardous waste", "hazardous materials", or "oil" in any federal or state statute concerning hazardous materials now or hereafter enacted, including all regulations adopted or publications promulgated thereunder. The Water District assumes full liability and responsibility for any deviation from or violation of this provision. If the Water District's use of the Relocated Easement results in the need for a response action under applicable laws, the Water District shall give immediate telephone notice to the Commonwealth by calling DCR's Chief Engineer at 617-626-1340 or such future number as DCR may require upon prior written notice to the Water District. Without limiting any other provision of this Agreement, completion of any such response action shall be the sole responsibility of the Water District, shall be performed in accordance with applicable laws at the Water District's sole expense, and shall not be performed without the prior approval of the Commonwealth unless an emergency situation exists and approval cannot be obtained. The Commonwealth reserves the right to supervise the Water District's contractor(s) implementing any such response action, and all submittals required to be made to any regulatory agency must be reviewed and approved by the Commonwealth.

10. Disclaimers. The Water District accepts the Relocated Easement in its "as-is, where-is" condition without any representations or warranties, express or implied, of the Commonwealth. The Commonwealth is under no obligation to make repairs, renovations or alterations to the Relocated Easement or to the Commonwealth's land affected by the Relocated Easement.

11. Assumption of Risk. The Water District agrees that the Water District shall enter upon and use the Relocated Easement at the Water District's own risk and that the Water District accepts complete liability for the acts, omissions and negligence of the Water District and its officers, agents, contractors, employees and invitees while present upon the Relocated Easement or while exercising the Water District's rights hereunder. To the extent permitted by law, the Commonwealth shall have no liability to the Water District or its officers, agents, contractors, employees or invitees for any injury, death, loss or damage caused by any act of the Water District or its invitees, officers, agents, contractors, employees or members of the general public. The Water District shall have complete liability for the acts, omissions and negligence of the Water District and its officers, agents, contractors, employees, and invitees while present upon the Relocated Easement or while exercising the Water District's rights hereunder. To the extent permitted by law, the Water District shall indemnify the Commonwealth and its employees and agents and save them harmless from and against any and all injury, loss, claim, action, damage, or liability relating to the Relocated Easement and arising out of any act, failure to act, or negligence of the Water District, its officers, agents, contractors, employers or invitees. This indemnity and hold harmless provision, to the extent that such a provision is permitted by law,

shall include indemnity against all costs, expenses and liabilities, including reasonable attorneys' fees, in connection with any such injury, loss or damage or any such claim, or any proceeding brought thereon or in defense thereof.

12. Notices. Except in cases of emergency and for maintenance and repairs as set forth below, all notices to the Commonwealth or the Water District hereunder shall be in writing, signed by a duly authorized representative of the party giving the notice and shall be given by hand delivery (including courier, Federal Express or other delivery service requiring a signature) or mailed by United States Certified Mail, postage prepaid, return receipt requested, at the addresses set forth in the first paragraph of this Agreement or as otherwise specified by one party to the other by like notice. Such notices shall be effective upon receipt. Requests for permits from DCR for non-emergency capital improvements shall be made in writing at least ten (10) days in advance of the need for the permit to the following addresses:

Department of Conservation and Recreation
Attn: Chief Engineer
251 Causeway Street, Suite 600
Boston, MA 02114
Phone: 617-626-1340

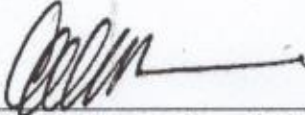
and

Department of Conservation and Recreation
Attn: General Counsel
251 Causeway Street, Suite 600
Boston, MA 02114

or as otherwise directed by written notice to the Water District subsequent to the date of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Commonwealth of Massachusetts has caused this Agreement for Relocation of Easement to be signed, sealed, acknowledged and delivered in its name and behalf by Carol W. Gladstone, the duly appointed and authorized Commissioner of the Division of Capital Asset Management and Maintenance on this 24th day of January, 2020.



Carol W. Gladstone, Commissioner
Division of Capital Asset Management
and Maintenance of the
Commonwealth of Massachusetts

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 24th day of January, 2020, before me, the undersigned notary public, Carol W. Gladstone, personally appeared, proved to me through satisfactory evidence of identification which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Commissioner of the Division of Capital Asset Management and Maintenance of the Commonwealth of Massachusetts, as the voluntary act of the said Commonwealth.

(official signature and seal of notary public)

Laura A. Donovan

Notary Public

Printed Name: Laura A. Donovan

My Commission Expires: 3/9/2023

Laura A. Donovan
Notary Public
My Commission Expires March 9, 2023
Commonwealth of Massachusetts



IN WITNESS WHEREOF, the West Boylston Water District has caused this Agreement for Relocation of Easement to be signed, sealed, acknowledged and delivered in its name and behalf by its Board of Water Commissioners on this 13th day of January, 2020.

WEST BOYLSTON WATER DISTRICT

By its Board of Water Commissioners

Robert Bryngleson, Jr.
Robert Bryngleson, Jr.

Gary Flynn
Gary Flynn

James LaMountain
James LaMountain

Michael H. Mard
Michael H. Mard

Stanley Szczurko, Jr.
Stanley Szczurko, Jr.

Dated: 01/13, 2020

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 13th day of January, 2020, before me, the undersigned notary public, Stanley Szczurko, Jr. as a member of the Board of Water Commissioners of the West Boylston Water District, personally appeared, proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the voluntary act of the West Boylston Water District.

Elaine S. Novia
Notary Public
Printed Name: Elaine S. Novia
My Commission Expires: 02-28-2025 [Seal]



ELAINE S. NOVIA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 28, 2025

EXHIBIT A

Parcel 1A

BEGINNING at a corner on the easterly side of Temple Street;

THENCE S 73° 50' 25" E 89.46 feet to a point;

THENCE S 67° 10' 33" E 53.78 feet to a point;

THENCE S 57° 01' 39" E 67.41 feet to a point;

THENCE S 63° 13' 34" E 54.33 feet to a point;

THENCE S 61° 54' 14" E 75.39 feet to a point;

THENCE S 65° 33' 38" E 242.52 feet to a point;

THENCE N 84° 58' 03" E 41.70 feet to a point;

THENCE N 69° 24' 07" E 20.03 feet to a point;

THENCE N 59° 13' 04" E 45.57 feet to a point;

THENCE N 49° 55' 25" E 68.34 feet to a point;

THENCE N 46° 39' 08" E 50.69 feet to a point;

THENCE N 33° 06' 19" E 211.20 feet to a point;

THENCE N 27° 52' 28" E 55.00 feet to a point;

THENCE N 11° 11' 38" W 25.00 feet to a point;

THENCE N 39° 35' 36" E 20.00 feet to a point;

THENCE N 30° 54' 45" W 24.00 feet to a point;

THENCE N 41° 33' 36" W 96.75 feet to a point;

THENCE N 19° 23' 38" W 31.30 feet to a point;

THENCE N 9° 11' 56" E 30.62 feet to a point;

THENCE N 39° 01' 37" E 67.80 feet to a point;

THENCE N 28° 15' 01" E 66.14 feet to a point;

THENCE N 1° 05' 35" E 23.27 feet to a point;

THENCE N 28° 15' 01" E 9.00 feet to a point;

THENCE N 51° 15' 19" E 59.21 feet to a point;

THENCE N 35° 01' 43" E 101.11 feet to a point;

THENCE N 00° 59' 22" W 86.38 feet to a point;

THENCE N 34° 26' 49" W 28.18 feet to a point;

THENCE N 56° 50' 46" W 45.00 feet to a point;

THENCE N 70° 43' 23" W 27.86 feet to a point;

THENCE N 43° 48' 19" W 15.08 feet to a point;

THENCE N 16° 54' 28" W 17.00 feet to a point;

THENCE N 28° 10' 54" W 47.37 feet to a point;

THENCE N 8° 26' 45" W 84.96 feet to a point;

THENCE N 13° 00' 02" E 17.76 feet to a point;

THENCE N 14° 48' 34" W 10.23 feet to a point;

THENCE N 13° 33' 35" E 8.07 feet to a point;

THENCE N 57° 23' 23" E 29.79 feet to a point of curvature at Parcel 3A;

THENCE easterly by a curve having a radius of 40.00 feet, an arc distance of 27.58 feet to a point of tangency;

THENCE S 84° 40' 00" E 78.41 feet to a point at Parcel 2A, the last two courses being by Parcel 3A;

THENCE S 8° 00' 00" E 20.55 feet by Parcel 2A to a point;

THENCE N 84° 40' 00" W 96.95 feet to a point;

THENCE S 43° 10' 17" W 18.18 feet to a point;

THENCE S 13° 00' 02" W 27.46 feet to a point;
THENCE S 8° 26' 45" E 77.69 feet to a point;
THENCE S 28° 10' 54" E 43.92 feet to a point;
THENCE S 44° 23' 44" E 23.97 feet to a point;
THENCE S 56° 50' 46" E 70.70 feet to a point;
THENCE S 34° 26' 49" E 38.15 feet to a point;
THENCE S 00° 59' 22" E 98.89 feet to a point;
THENCE S 35° 01' 43" W 170.12 feet to a point;
THENCE S 28° 15' 01" W 88.27 feet to a point;
THENCE S 39° 01' 37" W 73.56 feet to a point;
THENCE S 9° 11' 56" W 10.14 feet to a concrete bound;
THENCE S 19° 23' 38" E 22.28 feet to a point;
THENCE S 41° 33' 36" E 88.03 feet to a point;
THENCE N 48° 26' 24" E 15.00 feet to a point;
THENCE S 41° 33' 36" E 8.56 feet to a point;
THENCE S 48° 26' 24" W 15.36 feet to a point;
THENCE S 30° 54' 45" E 48.87 feet to a point;
THENCE S 27° 52' 28" W 99.09 feet to a point;
THENCE S 33° 06' 19" W 214.49 feet to a point;
THENCE S 46° 39' 08" W 53.64 feet to a point;
THENCE S 49° 55' 25" W 70.53 feet to a point;
THENCE S 59° 13' 04" W 48.98 feet to a point;
THENCE S 69° 24' 07" W 24.55 feet to a point;

THENCE S 84° 58' 03" W 49.63 feet to a point;
THENCE S 44° 39' 41" W 202.87 feet to a point in the easterly line of Temple Street;
THENCE N 45° 20' 19" W 20.00 feet by the easterly line of Temple Street to a point;
THENCE N 44° 39' 41" E 195.47 feet to a point;
THENCE N 65° 33' 38" W 227.15 feet to a point;
THENCE N 61° 54' 14" W 75.80 feet to a point;
THENCE N 63° 13' 34" W 55.18 feet to a point;
THENCE N 57° 01' 39" W 66.71 feet to a point;
THENCE N 67° 10' 33" W 50.84 feet to a point;
THENCE N 73° 50' 25" W 56.85 feet to a point in the easterly line of Temple Street;
THENCE N 41° 22' 54" W 37.27 feet by the easterly line of Temple Street to the point of beginning.

CONTAINING 48,834 square feet.

Parcel 2A

BEGINNING at a concrete bound at Parcel 1A;
THENCE N 8° 00' 00" W 98.83 feet by Parcel 1A and Parcel 3A to a concrete bound;
THENCE N 63° 13' 02" E 232.37 feet to a concrete bound;
THENCE N 63° 13' 02" E 40.00 feet to a point;
THENCE S 26° 46' 58" E 42.00 feet to a point;
THENCE S 63° 13' 02" W 40.00 feet to a concrete bound;
THENCE S 63° 13' 02" W 157.47 feet to a concrete bound;
THENCE S 36° 23' 14" E 80.86 feet to a concrete bound;
THENCE S 54° 30' 48" W 79.93 feet to a concrete bound;
THENCE N 36° 57' 25" W 16.49 feet to a concrete bound;