55 Walkers Brook Drive, Suite 100, Reading, MA 01867
Tel: 978.532.1900

July 22, 2026

Mr. Ben Pirri
[redacted]

Re: Proposal for Carlisle Town Center Wastewater Connection Feasibility Study

Dear Mr. Pirri:

Weston & Sampson Engineers, Inc., (The Consultant) is pleased to provide the following scope of services to conduct a wastewater connection feasibility study for the Gleason Public Library and Ferns public bathrooms located in the Town Center of Carlisle, Massachusetts (The Project).

Background

The Town of Carlisle does not have a municipal wastewater collection system, leaving public buildings and residences dependent on individual septic systems for wastewater treatment. Several existing septic systems are near failure and will require replacement in the near future.

It is our understanding that the Carlisle School Wastewater Treatment Facility (WWTF), constructed in 2006 with a design capacity of approximately 13,500 gallons per day (gpd), currently operates below its capacity limit. This available capacity may present an opportunity to expand sewer service without constructing on-site septic systems or a new WWTF for select buildings in the Town Center.

Project Objectives

The proposed project seeks to evaluate options to connect the Gleason Public Library and the Ferns public restrooms to the Carlisle School WWTF in Phase 1. Phase 2 will include other select buildings in the Town Center, including but not limited to the Gleason Public Library, Village Court, Town Hall, Police, Fire and the Ferns to the Carlisle School WWTF. Phase 3 will look into other private connections assuming Phases 1 and 2 are feasible.

Scope of Work

Task 1: Project Management

Weston & Sampson and Ben Pirri (The Owner) will work closely together to ensure that adequate project resources are available, and key milestones are met to ensure a successful project. The Consultant will submit monthly progress reports documenting the project activities and financials to the Owner. The Consultant will attend one (1) meeting to discuss progress, results, and other project issues as necessary throughout the project duration.

Task 2: Project Kick-off Meeting/Site Visit/Document Review

The Consultant agrees to perform the following tasks prior to and during the investigation/reporting phase of the Project:

1. Attend one (1) kick-off meeting with the Owner to discuss Project specifics.
2. Attend one (1) site visit to view existing conditions of the project site.
3. Attend as many as two (2) public meetings.
4. Review record drawings and any relevant information provided by the Owner or the Town of Carlisle.

Task 3: Feasibility Study: Wastewater Connection to the Carlisle School Wastewater Treatment Facility

The Consultant will evaluate options to connect the Town Center properties wastewater flows to the Carlisle School WWTF. This will include the following:

- Low pressure force main
- Gravity sewers
- Pump station(s) and
- Other upgrades to existing infrastructure necessary.

The Consultant will use existing available elevation data and incorporate into the proposed wastewater collection system to ensure feasibility of construction. This does not include field instrument survey or GPS level elevation confirmation.

In addition, and as a part of this effort, the Consultant shall also determine the current treatment capacity of the existing WWTF at the Carlisle School and projected estimated peak design wastewater flows for Phases 1, 2 and 3. This information will be used to determine the ability of the WWTF to treat the additional estimated peak design flows associated with each phase of the Project. The Consultant will also evaluate options to potentially increase available capacity at the existing WWTF. This does not include a percolation test at the WWTF site and assumes soils are suitable for expansion.

The planning level construction cost estimate for the phased work describe above shall be compiled for the option(s) proven to be most feasible.

The Consultant will provide a brief letter report outlining the results of the feasibility study.

Please note that the Consultant's effort for the Owner's connection to the existing WWTF does not include engineering design or any applicable local, state and federal permitting or approvals.

Task 4: Grant Research:

The Consultant will research current available state and federal grant opportunities to potentially fund this project. This task does not include the cost for preparing and submitting any available applications.

Project Schedule

This letter proposal will commence upon acceptance by the Owner and be completed within one hundred and twenty (120) days of the acceptance date in the signature line below.

Compensation

For services performed under this agreement, the Owner agrees to pay the Consultant a not to exceed fee of $55,700 for the scope of services described herein. Fees for this project shall be billed monthly as they accrue based upon the services performed as a percent of the total lump sum fee. The Owner agrees to make payment to the Consultant within one hundred (30) days of the invoice date.

If you agree with this proposal and wish to retain us to provide the proposed services, please sign and return a copy of this proposal and the attached General Terms and Conditions to us as authorization to proceed with performance of the services. If you have any questions, please contact me at (978) 852-1927.

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.

Patrick M. Cotton
Senior Associate

Attachment

Carlisle Town Center Wastewater Connection Feasibility Study

Accepted by:

Ben Pirri	Weston & Sampson
Date	

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WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated July 22, 2026 is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.

2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Credit card payments by the OWNER shall not be allowed by WESTON & SAMPSON. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefor, the amounts due WESTON & SAMPSON will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.

3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON's officers, directors, employees, agents or independent professional associates, or any of them, and any causes arising from or related to the COVID-19 pandemic, shall not exceed the greater of $50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.

4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.

5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste or viruses, including COVID-19, in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is

based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. OWNER shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site or exposure of any parties to the COVID-19 virus.

6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.

7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:

    a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.

    b. Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both general and special considerations relating to the Project.

    c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.

    d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.

    e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.

    f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

    g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.

    h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.

    i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.

    j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.

8. The obligation to provide further services under this Agreement may be terminated by either party upon

thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON's independent consultants, and for the services necessary to affect termination.

9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.

10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON's independent consultants, and OWNER shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON's independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.

11. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.

12. WESTON & SAMPSON and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings. The parties may engage in remote mediation if in-person mediation is not possible or practicable due to the COVID-19 pandemic, or if mutually agreed upon between the parties.

13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.

14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.

15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.

16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not

subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

18. The parties to this contract recognize their obligations under the Massachusetts Data Security Law and Regulations, G. L. c. 93H and 93I and 201 CMR 17.00, to safeguard “personal information” as defined below. Both parties hereby represent that they have adopted the required Written Information Security Program, have taken the other steps required to safeguard personal information and are in full compliance with the law. The parties agree that in furtherance of their legal obligations, they will not transmit, communicate or otherwise provide to each other any personal information, unless it is necessary to comply with their obligations under this Agreement. The parties also agree that when it is not necessary for them to transmit, communicate or otherwise provide to each other any personal information as part of their obligations hereunder, they will take active steps to prevent such transmission, communication, or transfer. For purposes of this Agreement, “personal information” means a Massachusetts residents first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident’s financial account.

19. If delays or failures of performance of WESTON & SAMPSON are caused by occurrences beyond the reasonable control of WESTON & SAMPSON, WESTON & SAMPSON shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER’s failure to provide data in OWNER’s possession or provide necessary comments in connection with any required reports prepared by WESTON & SAMPSON, or any other causes which are beyond the reasonable control of WESTON & SAMPSON. WESTON & SAMPSON’s scheduled completion date shall be adjusted to account for any force majeure delay and WESTON & SAMPSON shall be compensated for all costs incurred in connection with or arising from a force majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

20. Interpretation of Construction Documents
The parties agree that should WESTON & SAMPSON’s services not include construction phase services, the OWNER shall be solely responsible for interpreting any construction contract documents and for observing any associated construction work in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar tasks at a similar site and under similar circumstances and conditions, including with respect to discovery and correcting or mitigating errors, inconsistencies, or omissions in such contract documents. If, under the foregoing circumstances, the OWNER authorizes deviations from the documents prepared by WESTON & SAMPSON, the OWNER shall not bring any claim against WESTON & SAMPSON and shall indemnify and hold WESTON & SAMPSON, its agents, and employees from and against claims, losses, damages, and expenses, including defense costs and the time of WESTON & SAMPSON, to the extent such claim, loss, damage, or expense arises out of or results in whole or in part from such deviations.

Approved by:

_____
Ben Pirri (OWNER)

_____
Signature Date

_____
Printed Name and Title

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