

# Water Supply District of Acton

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ACTON, MASSACHUSETTS 01720

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## Board of Water Commissioners & Finance Committee

### Meeting Agenda

**Monday, February 10<sup>th</sup>, 2025 @ 7:00 PM**

**Due to the COVID-19 Pandemic, meetings are being held virtually via Zoom**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83731162182>

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Webinar ID: 837 3116 2182

International numbers available: <https://us02web.zoom.us/j/kqOGXTxaA>

- **Comments from the public**
- **Approve minutes from the meeting of 1/27**
- **Appoint one Commissioner to sign warrants while conducting meetings virtually**

### **OLD BUSINESS:**

- Per- and Polyfluoroalkyl Substances (PFAS)
  - Current sample data, if available
  - Discussion of Additional PFAS Upgrades
  - MDL Update
- Review Draft Budget for FY '26 and proposed articles for 2025 Annual District Meeting Warrant
- MWRA MetroWest Expansion

### **NEW BUSINESS:**

- Update on Investments from Boston Financial
- 2nd Quarter Financial Update
- Discussion of rate increase to support FY'26 Budget
- Request for Service Outside of District Boundary

*Any agenda item(s) which did not come to the attention of the Board of Water Commissioners 48 hours prior to this meeting and were not reasonably anticipated.*

Board of Water Commissioners

Meeting Agenda

Monday, January 27, 2025 @ 7:00 PM

**AGENDA**

- Comments from the public
- Approve minutes from the meeting of 1/13
- Appoint one Commissioner to sign warrants while conducting meetings virtually

OLD BUSINESS:

- Per- and Polyfluoroalkyl Substances (PFAS)
  - Current sample data, if available
  - Discussion of Additional PFAS Upgrades
- Review Draft Budget for FY '26 and proposed articles for 2025 Annual District Meeting Warrant
- Discuss Commissioners' Annual report
- Discussion of Power Purchase Options

NEW BUSINESS:

- Review Powdermill Place Water Connection Agreement
- Assignment of Lease at 104 Powdermill Road Rear

Present at Tonight's Meeting:

Commissioners: Barry Rosen (Chair), Erika Amir Lin, Stephen Stuntz

Finance Committee: John Petersen

District Manager: Matt Mostoller

District Treasurer: Christine McCarthy

Environmental Compliance Manager: Katy Orciuch

## **START OF MINUTES**

Mr. Rosen opened the meeting at 7:01 pm.

### **Comments from the public**

None at this time.

### **Approve minutes from the meeting of 1/13**

Mr. Stuntz motioned to approve the minutes of 1/13/25. Mr. Rosen seconded, and it was unanimously approved via a roll call vote, Ms. Amir Lin, Mr. Stuntz, Mr. Rosen.

### **Appoint one Commissioner to sign warrants while conducting meetings virtually**

Mr. Rosen motioned to appoint Ms. Amir Lin to sign warrants until the next regularly scheduled meeting. Mr. Stuntz seconded, and it was unanimously approved via a roll call vote, Ms. Amir Lin, Mr. Stuntz, Mr. Rosen.

### **OLD BUSINESS:**

#### **Per- and Polyfluoroalkyl Substances (PFAS)**

##### **Current sample data, if available**

Mr. Mostoller reported to the board that no sample results are yet available. All three plants are in operation. January sampling will be conducted this week, with results available in February.

##### **Discussion of Additional PFAS Upgrades**

Mr. Mostoller has been in contact with the vessel manufacturer to nail down firm dates for delivery. The manufacturer doesn't believe they can be shipped sooner. Mr. Mostoller reported that the Bedrock Wells are on track for commission in May or June. This will ultimately depend on how MassDEP handles the approval process. There was a kickoff meeting with the instrumentation and controls contractor. Wright Pierce is set to work on both projects and will integrate both into the District's existing SCADA system network. The team on this project is going to begin work this week.

Originally South Acton was supposed to come online in late spring or early summer, but Mr. Mostoller warned this could be pushed to late summer or early fall. That is also the time Center Acton was slated to start so both projects have converged in timelines. The initial plan was to stagger the start dates which is becoming more of a challenge. The District will work with the contractors and engineers to artificially stagger the projects again, likely by asking one or both of the contractors to pause work at some point.



Mr. Mostoller informed the board that the PFAS Litigation has an upcoming filing date for the TYCO/BASF settlement on April 8<sup>th</sup>. Mr. Mostoller and Ms. McCarthy are both preparing for it. The initial escalator numbers from the Dupont/3M case have come in and are under review. Mr. Mostoller then informed the board that a future meeting will likely require an executive session because of the new CERCLA designation for PFOS and PFOA, which may broaden potential local responsibility.

Mr. Stuntz asked Mr. Mostoller about a Kelley's Corner Update. Mr. Mostoller informed Mr. Stuntz that the project is complete but there is an item under new business that concerns that area of Acton.

Mr. John Petersen asked if there is any insight into what might happen on the Federal level for PFAS MCL's. Mr. Mostoller had little speculation to offer but reminded everyone that even if the Federal government changes their regulatory limits, the District is still obligated to meet the state's regulations.

#### **Review Draft Budget for FY '26 and proposed articles for 2025 Annual District Meeting Warrant**

Mr. Mostoller presented another draft budget for FY '26. The only change from this draft and the last is an additional \$3,000 to the audit line item. The District solicited proposals and received no responses. Mr. Mostoller informed the board that the February 10<sup>th</sup> meeting will be a joint meeting with the Finance Committee where they can vote to recommend and approve the budget.

Moving on to the warrant articles, these have not undergone any changes since the last meeting. The only item in need of discussion is the \$100,000 borrowing for filter media. The reasoning behind this article is that if the District ran into a pressing need to fund a media replacement during FY '26, this would enable authorization. Mr. Mostoller added that due to project delays it is unlikely they will need media replacement in FY '26.

#### **Discuss Commissioners' Annual report**

Mr. Stuntz and Ms. Amir Lin were satisfied with the Commissioners' Annual Report. Mr. Rosen pointed out two small typographical errors.

Mr. Stuntz motioned to accept the Commissioners' Annual Report as drafted and to allow staff to make minor formatting or typographical changes to the report. Ms. Amir Lin seconded, and it was unanimously approved via a roll call vote, Ms. Amir Lin, Mr. Stuntz, Mr. Rosen.

## Discussion of Power Purchase Options

Ms. Orciuch shared a presentation with the board delving into the Districts power purchase options. Ms. Orciuch reported that she has been working with a non-profit consultant who helps municipalities find the best power options. Ms. Orciuch then reviewed the current account's set up, North and Center Acton are enrolled in the Acton Power basic plan which is about 27% green energy, South Acton is enrolled directly with Eversource and has similar renewable levels. The rest of the District accounts are enrolled in Acton Power Standard which has a higher renewable source level. South Acton also has solar credits.

Ms. Orciuch then reviewed the changes the District could make to their power purchase plans. The District could switch to Constellation and have increased savings. Ms. Orciuch then reviewed her calculations for the South Acton solar array, the cost savings with other power plans and their balance of renewable energy sources.

Mr. Rosen commented that Constellation looks like a better deal. Mr. Rosen wondered if South Acton would be able to enter in with Constellation at this time also. Mr. Mostoller added that the Town of Acton also uses Constellation for their power purchase opposed to enrolling in the Acton Power Choice program.

Ms. Amir Lin shared her thoughts, saying she also favored entering an agreement with Constellation, even though it is a slightly lower mix of renewables, the cost savings are clear. She added that if the District could enter into a 6-month agreement with the option to leave that would be an ideal trial run.

Mr. Stuntz agreed that it would be ideal to lock in for something longer than a month but shorter than a year. Mr. Rosen then commented on increased power expense when the new PFAS plants come online, and that he would be interested in getting all the plants and even headquarters in with Constellation.

The board then discussed this topic, highlighting the financial need for savings, and that the plants could be set to a lower renewable mix for cost savings, while the rest of the portfolio could be kept on the higher renewable mix plan. Mr. Mostoller thanked Ms. Orciuch for her work on this.

Mr. Petersen commented that the Finance Committee would be in favor of any cost saving measures to give the budget a break, and he agreed with Ms. Amir Lin's earlier point of mixing plans across the entire portfolio so as the whole the District can remain committed to renewables.



Mr. Mostoller and the board then briefly discussed the volatility of the energy market, and Mr. Mostoller asked the board for their guidance. Mr. Rosen recommended that they direct staff to try and aim for a plan with a good amount of green energy as long as there are still cost savings at the remaining facilities. Mr. Mostoller interpreted this as guidance to maximize savings while incorporating green energy as feasible to achieve a stable rate.

## **NEW BUSINESS:**

### **Review Powdermill Place Water Connection Agreement**

Mr. Mostoller informed the board that there is an update to this project, which has been in some form of negotiation for at least 9 years. The developer has stated that they are at the point where they would like to move forward with the permanent water connection as they make improvements in the public right of way. Mr. Mostoller expects the District to take in about \$1.3 million in fees from this project. One of the negotiation points is to allow the developer to deduct some costs to do work in the public right of way from the fees. The District has been trying to get the developer to install a new water main in that area to improve the service to the proposed development. The District has proposed an alternative to replacement of cleaning and lining the existing main with a similar process used in a previous projects. There is also ancillary work in the area that needs to be done, and Mr. Mostoller noted that cleaning and lining will not fix everything with that main, but will be more reliable. Mr. Mostoller reported that he met with Maynard because of the nearby terminus. Overall, there are several moving parts to this project, the costliest being the cleaning and lining and then the ancillary work.

Mr. Mostoller informed the board there is an ongoing discussion with the developer, and the current understanding is only a loose agreement, but Mr. Mostoller has laid out the rationale for work and to get the developer to perform and pay for the work.

Mr. Mostoller then asked the board to discuss the topic, noting there may be concerns about escalating costs of work and scope creep.

Mr. Stuntz commented that this kind of agreement should be carefully verified because it depends on a lot of trust. Ms. Amir Lin agreed with Mr. Stuntz that this is a project they should keep an eye on. She commented that she's pleased that Wright Pierce will provide oversight, but thought a legal review of the agreement would be helpful.

Mr. Mostoller commented that if the commissioners are on board with the project, they may authorize Mr. Mostoller and Mr. Holland to continue negotiations and finalize the agreement, or they can continue a dialogue with the board. He added that the developer is

looking to get this done quickly as vertical construction requires fire suppression in closer proximity than currently exists at the site.

Mr. Rosen expressed similar concerns to the other commissioners, and said he would like to see a more binding agreement written by the District.

Mr. Stuntz motioned for the board to direct Mr. Mostoller and Mr. Holland to draft an agreement for the Powdermill Place Water Connection. Ms. Amir Lin seconded the motion.

The board then discussed the open motion, the process, and timeline that they can accommodate.

Mr. Rosen amended the motion, that should Mr. Mostoller and Mr. Holland reach an agreement they believe is in the District's interests, that the board delegate Mr. Mostoller to sign for the commissioners. Ms. Amir Lin seconded the amended motion, and Mr. Stuntz accepted the amendment. The amended motion passed unanimously via a roll call vote, Mr. Stuntz, Ms. Amir Lin, Mr. Rosen.

#### **Assignment of Lease at 104 Powdermill Road Rear**

Mr. Mostoller reminded the board that after nearly 11 years of negotiations, the board signed a lease with Baldco in August 2024 for the ongoing use of the AM radio towers at 104 Powdermill Road Rear. Baldco reached out requesting the lease be transferred to Money Matters Radio as the actual corporate entity operating the radio station. The lease as written does allow for a transfer, Mr. Mostoller confirmed he is in contact with the same representative, but there was some concern about the language of the lease and how that transfer could happen.

Ms. Amir Lin motioned for the lease between Baldco Inc and the District regarding 104 Powdermill Road Rear be transferred to Money Matters Radio Inc and that the Board authorize the District Manager, Matthew Mostoller, and District Counsel, Spencer Holland to facilitate this assignment including signing on behalf of the Commissioners. Mr. Stuntz seconded the motion, and it was unanimously approved via a roll call vote, Ms. Amir Lin, Mr. Stuntz, Mr. Rosen.

Mr. Mostoller then had two additional items of New Business that were not anticipated.

The first new additional item regarded a water main break that happened Thursday January 23rd at 2:30 pm. Shut off was done by 4 pm, and this occurred on the Route 2 East bound ramp where Mass. Ave goes past Roche Brothers down to Piper Road. This section is served by an old water main that was not part of the Kelley's Corner improvement project, and the break was about 300 feet from the new main. The difficult location created a lot of



traffic, and the low temperatures led to some equipment failures and general slow progress. The break happened on a hydrant branch, which increased complication and made it a big replacement. Also, the crew had to wait for about 4 hours for the gas company to arrive on site to mark out the gas line, and because this is in MassDOT's jurisdiction, paving had to be completed before the road could be reopened. Mr. Mostoller extended his thanks to the crew for their work on this difficult break, and for coordinating with MassDOT. Mr. Mostoller also thanked the Acton Police Department and Highway Department for their assistance.

Mr. Rosen asked if this break caused any discoloration in the water. Mr. Mostoller affirmed that yes, they have been getting calls about discolored water related to the break.

Ms. Amir Lin asked if this break is a consequence of Kelley's Corner work. Mr. Mostoller replied it's possible, the break could have been caused by air in the line from the Kelley's Corner work, as they had many difficulties burping the air from the pipes in that location. Mr. Mostoller added that the cold temperatures could have also had a hand in causing the break.

As the last additional item of new business, Mr. Mostoller informed the board that Ms. Orciuch will be leaving the Acton Water District and returning to the Cambridge Water Department. He thanked Ms. Orciuch for all her work, especially on the District's solar credits and energy portfolio. Ms. Orciuch thanked Mr. Mostoller, the board, and the rest of the team in the district.

Mr. Stuntz motioned to adjourn the meeting. Ms. Amir Lin seconded, and it was unanimously approved via a roll call vote, Ms. Amir Lin, Mr. Stuntz, Mr. Rosen.

**Meeting Closed at 8:25 pm**



Acton Water District - PWS 2002000  
Summary of Treated Water Per- and Polyfluoroalkyl Substances (PFAS) 2025

Sample Date	Sample Location			
	Clapp/Whitcomb WTP	Central Acton WTP	North Acton WTP	South Acton WTP
January 23, 2025	Not Sampled	11.8	Not Sampled	15
January 27, 2025	Not Sampled	Not Sampled	ND	Not Sampled

Notes:  
WTP = Water Treatment Plant  
Units are in parts per trillion (ppt) or ng/L  
ND = below method detection limit  
Not Sampled = PFAS samples are not collected at each WTP on the same date or when a WTP is not producing water for consumption  
Results provided are the sum of 6 PFAS Compounds - PFOA, PFOS, PFNA, PFHxS, PFHpA, and PFDA  
Exceeds Massachusetts Department of Environmental Protection (MassDEP) Maximum Contaminant Level (MCL) of 20 ppt or ng/L  
All treated water data is shared with consumers to be transparent. Not all of the data presented here will meet MassDEP data acceptance standards.

## FY 26 Budget Draft

	Actual FY 23	Budget FY 24	Actual FY 24	Budget FY 25	2nd Qtr Actual FY 25	%	FY 25 Projection (as of end of 2nd Qtr)	FY 26 Proposed	% increase/decrease from approved FY 25 Budget
<b>EXPENSES</b>									
Audit/Accounting	16,000	20,000	15,800	22,500	16,000.00	71%	16,000	28,000	24%
Auto Maint & Fuel	38,197	52,000	35,039	53,560	26,891.80	50%	53,560.00	75,000	40%
Short Term Debt	215,986	-	383,554	184,273	258,638.81	140%	1,202,796	-	-100%
Long Term Debt	1,661,539	2,752,416	2,137,481	2,164,711	211,869.41	10%	961,915	2,255,740	4%
Chemicals	101,504	160,000	128,371	168,000	71,652.93	43%	168,000	184,800	10%
DEP Withdrawal	5,121	5,000	4,967	5,000	4,791.15	98%	5,000	5,000	0%
Employee Education	9,627	17,500	10,899	17,500	4,703.79	27%	17,500	17,500	0%
Engineering	30,319	60,000	18,893	60,000	26,670.45	44%	60,000	60,000	0%
Health/Life Insurance Active	236,718	267,896	104,922	258,418	130,864.59	51%	258,418	295,601	14%
Health/Life Insurance Retiree	-	108,899	100,187	115,847	53,675.04	46%	115,847	131,121	13%
Information Reports	34,130	50,000	38,163	30,000	2,556.31	9%	30,000	40,000	33%
Insurance	97,644	118,800	98,781	133,056	111,843.50	84%	113,157	141,650	6%
Laboratory Analysis	83,991	100,000	80,371	85,000	35,095.50	41%	85,000	85,000	0%
Legal	55,170	75,000	74,992	100,500	34,004.90	34%	100,500	110,000	9%
Lights/Power/Fuel	454,572	600,000	581,743	600,000	292,211.08	49%	600,000	600,000	0%
Maintenance & Operations	466,116	420,000	407,534	608,000	201,760.35	33%	608,000	750,000	23%
Media Replacement	-	-	-	-	-	0%	-	100,000	100%
NAWIP PFAS Filter Lease	-	-	-	335,750	154,483.00	46%	335,750	322,000	-4%
Middlesex Retirement	288,240	330,838	330,838	354,740	354,740.00	100%	354,740	397,791	12%
Meters	75,000	125,000	121,245	125,000	105,489.39	84%	125,000	400,000	220%
Office Supplies & Postage	82,576	96,000	63,362	62,000	18,216.09	29%	62,000	50,000	-19%
Software Subscriptions/ IT Maintenance	-	-	-	60,000	30,475.41	51%	60,000	125,000	108%
Telephone	-	-	-	21,000	9,916.87	47%	21,000	21,000	0%
Reserve Fund	100,000	100,000	89,506	100,000	-	0%	100,000	100,000	0%
Salaries & Wages	1,552,117	1,727,988	1,430,640	1,633,565	716,550.70	44%	1,633,565	1,675,000	3%
Vehicle	-	-	-	-	-	0%	-	60,000	100%
<b>Total</b>	<b>5,604,567</b>	<b>7,187,338</b>	<b>6,257,288</b>	<b>7,298,420</b>	<b>2,873,101.07</b>	<b>39%</b>	<b>7,087,748</b>	<b>8,030,202</b>	<b>10%</b>
<b>REVENUE</b>									
Water Revenue	3,070,585	3,084,795	2,887,849	4,052,399	2,599,412.75	64%	4,499,777	4,602,230	
Service Fee	538,005	544,500	537,645	534,000	268,905.00	50%	534,000	534,000	
Debt Fee	2,152,020	2,752,629	2,486,668	2,349,600	1,183,182.00	50%	2,349,600	2,260,600	
<b>Total Water Revenue</b>	<b>5,760,610</b>	<b>6,381,924</b>	<b>5,912,162</b>	<b>6,935,999</b>	<b>4,051,499.75</b>	<b>58%</b>	<b>7,383,377</b>	<b>7,396,830</b>	
Fire Protection Sprinklers	40,931	41,000	42,326	41,000	42,337.96	103%	41,000	41,000	
Rent/Lease	655,092	493,570	545,337	115,000	65,692.28	57%	115,000	115,000	
Solar Field lease revenue	-	-	-	385,000	-	0%	385,000	385,000	
Repairs/installation	57,314	50,000	32,118	50,000	11,817.54	24%	50,000	50,000	
Cross Connection	18,285	21,000	25,145	21,000	14,990.50	71%	21,000	21,000	
Demand Fees	263,000	300,000	35,800	200,000	39,600.00	20%	150,000	250,000	
Mitigation Fees	66,776	100,000	17,402	100,000	9,595.00	10%	75,000	-	
New Services Meter Installation RF	-	-	15,392	100,000	7,363.13	7%	25,000	-	
<b>Total Other Revenue</b>	<b>1,101,398</b>	<b>1,005,570</b>	<b>713,520</b>	<b>1,012,000</b>	<b>191,396.41</b>	<b>19%</b>	<b>862,000</b>	<b>862,000</b>	
<b>Total</b>	<b>6,862,008</b>	<b>7,387,494</b>	<b>6,625,682</b>	<b>7,947,999</b>	<b>4,242,896.16</b>	<b>53%</b>	<b>8,245,377</b>	<b>8,258,830</b>	
<b>Revenue Estimate FY 25</b>									
July billing	1,856,335		Actual					\$ 228,627.31	potential revenue surplus
October billing	2,277,022		Actual						
January billing	1,737,442		Actual						
April billing	1,500,020		Projected						
Fire Protection	41,000								
Repairs/Misc	50,000								
Cross Conn	21,000								
Rent	115,000								
Solar Lease revenue	385,000								
New Service Meter Revenue	25,000								
Mitigation	75,000								
Demand	150,000								
Projected Income	8,232,819								
Units	8,900								
Services	6,864								
6/30/2024 Free Cash	45,895								
Appropriations	-								
Free Cash Balance	45,895								
12/31/2024 Grace Unappropriated	547,139								
Filter M&O	-								
Wells	100,000								
Grace Balance	447,139								
<b>3% rate increase</b>	<b>4,468,184.22</b>	<b>4,602,230.75</b>							
<b>FY 2025</b>									
	<b>July Actual</b>	<b>October Actual</b>	<b>January projected</b>	<b>April projected</b>	<b>Total</b>				
Service Fee	134,310	134,595	134,310	134,310	537,525				
Debt Fee	590,964	592,218	590,964	590,964	2,365,110				
Debt fee = \$66.00/unit per qtr									
Service fee = \$15/ unit per qtr									
FY 2025 Debt fee projected to be \$63.50 per unit/per qtr based on 8,900 units									

DRAFT



COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.



To the Clerk of the Water Supply District of Acton, GREETINGS:

You are directed to notify the inhabitants of the Town of Acton who are qualified to vote in elections and town affairs, to assemble at their precinct:

*All Precincts voting at Blanchard Auditorium  
R.J. Grey Junior High School  
16 Charter Road  
Acton, Massachusetts*

On Tuesday, April 29, 2025  
Between 7:00 A.M. and 8:00 P.M.

Then and there to bring their votes on one ballot for the following officers:

**Commissioner for three years**

You are further directed to notify the legal voters of the Town of Acton, as aforesaid, to assemble at:

**Acton Memorial Library  
486 Main Street  
Acton, Massachusetts 01720**

**On Wednesday, March 19, 2025  
6:00 P.M.**

**Then and there to act on the following Articles:**

**Article 1.** To fix salaries of the elected officials.

**Article 2.** To act on the reports of the Commissioners, the Treasurer, and other officers and committees of the District.

**Article 3.** To see if the District will vote to authorize the Treasurer, with the approval of the Commissioners, to borrow in anticipation of the revenue of the fiscal year beginning July 1, 2025 in accordance with the provisions of General Laws, Chapter 44, Section 4, and to renew any note or notes as may be given for a period of less than one year, in accordance with the provisions of the General Laws, Chapter 44, Section 17, or to take any other action relative thereto.

**Article 4.** To see what sums of money the District will vote to raise and appropriate to defray the usual expenses of the District.

**Article 5.** To see if the District will vote, pursuant to General Laws, Chapter 44, Section 53E½, to establish a \$100,000 limitation on expenditures from the revolving fund captioned "District Revolving Fund for Mitigation," or to take any other action relative thereto.

**Article 6.** To see if the District will vote, pursuant to General Laws, Chapter 44, Section 53E½, to establish a \$100,000 limitation on expenditures from the revolving fund captioned "District Revolving Fund for New Service Meter Installations," or to take any other action relative thereto.

**Article 7.** To see if the District will vote to transfer from Grace Stabilization Fund (W.R. Grace settlement) the sum of \$100,000 to clean and rehabilitate existing wells throughout the District, or to take any other action relative thereto.

**Article 8.** To see if the District will vote to transfer from Surplus Revenue the sum of \$20,000 for the purpose of replacing old water mains, renewing old water services, and replacing old fire hydrants, or to take any other action relative thereto.

**Article 9.** To see if the District will vote to transfer from Surplus Revenue the sum of \$20,000 for the purpose of repairing emergency water main breaks, or to take any other action relative thereto.

**Article 10.** To see if the District will vote to authorize the Treasurer, with the approval of the Commissioners, to borrow the sum of \$100,000 for the replacement of filtration media at the District's water treatment plants, or to take any other action relative thereto during the 2026 Fiscal Year.

**Article 11.** To see if the District will vote to authorize the Treasurer, with the approval of the Commissioners, to transfer the following unexpended balances remaining after the completion of projects authorized by vote of the District, for the acquisition of a new general service vehicle, or to take any other action relative thereto:

- A. Unissued balance in the sum of \$23,070.06 from Article 14 of the Annual Meeting of 2024.



- B. Unissued balance in the sum of \$2,443 from Article 15 of the Annual Meeting of 2024.
- C. Unissued balance in the sum of \$529.92 from Article 12 of the Annual District Meeting of 2021.
- D. Unissued balance in the sum of \$53.98 from Article 12 of the Annual District Meeting of 2011.

**Article 12.** To see if the District will vote to authorize the Commissioners to enter into a long-term written lease, for an initial term not to exceed twenty (20) years, for use of a cell tower on a portion of the land owned by the District located at and known as 211 Main Street, which lease shall provide the most favorable annual lease payments and other terms received in response to a request for proposal issued by the District, and subject to other terms, conditions and limitations as the Commissioners shall deem necessary and appropriate, or to take any other action relative thereto.

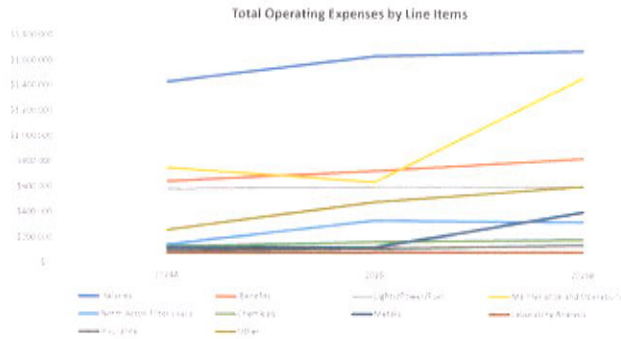
Hereof fail not and make due returns of this Warrant with your doings thereon to the Water Commissioners on or before the time of holding of said meeting.

Given under our hand this \_\_\_\_\_ day of February in the year two thousand and twenty-five.

Erika Amir-Lin  
Barry Rosen  
Stephen C. Stuntz, Water Commissioners

A true copy. ATTEST:

William T. Stanford  
District Clerk



#### Observations

By far, M&O spending has grown the most in \$ over the three years 2024-2026

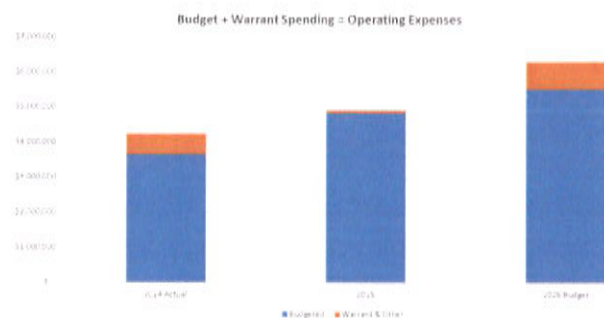
Meter spending will be elevated for multiple years and will be treated as an operating expense

Two Year Change	Change 2024 - 2026	
	Dollars	Percent
Salaries	\$ 244,360	17%
Benefits	\$ 179,219	28%
Lights/Power/Fuel	\$ 18,257	3%
Maintenance and Operations	\$ 709,079	94%
North Acton Filter Lease	\$ 178,821	125%
Chemicals	\$ 56,429	44%
Meters	\$ 278,755	230%
Laboratory Analysis	\$ 4,629	6%
Insurance	\$ 42,869	43%
Other	\$ 341,384	130%
	<b>\$ 2,053,802</b>	<b>48%</b>

	2024Δ	2025	2026B	24-25	25-26	24-26
Salaries	\$ 1,430,640	\$ 1,633,563	\$ 1,675,000	14%	3%	17%
Benefits	\$ 645,294	\$ 729,005	\$ 824,513	13%	13%	28%
Lights/Power/Fuel	\$ 581,743	\$ 600,000	\$ 600,000	3%	0%	3%
Maintenance and Operations	\$ 753,271	\$ 640,337	\$ 1,462,350	-15%	128%	94%
North Acton Filter Lease	\$ 143,179	\$ 335,750	\$ 322,000	134%	-4%	125%
Chemicals	\$ 128,371	\$ 168,000	\$ 184,800	31%	10%	44%
Meters	\$ 121,245	\$ 125,000	\$ 400,000	3%	220%	230%
Laboratory Analysis	\$ 80,371	\$ 85,000	\$ 85,000	6%	0%	6%
Insurance	\$ 98,781	\$ 113,157	\$ 141,650	15%	25%	43%
Other	\$ 262,115	\$ 482,156	\$ 603,499	84%	25%	130%
	<b>\$ 4,245,010</b>	<b>\$ 4,911,970</b>	<b>\$ 6,298,812</b>	<b>16%</b>	<b>28%</b>	<b>48%</b>

	24-26 \$	24-26 %
Salaries	\$ 244,360	17%
Benefits	\$ 179,219	28%
Lights/Power/Fuel	\$ 18,257	3%
Maintenance and Operations	\$ 709,079	94%
North Acton Filter Lease	\$ 178,821	125%
Chemicals	\$ 56,429	44%
Meters	\$ 278,755	230%
Laboratory Analysis	\$ 4,629	6%
Insurance	\$ 42,869	43%
Other	\$ 341,384	130%
	<b>\$ 2,053,802</b>	<b>48%</b>





#### Observations

Budgeted operating expenses is not the total operating expenses incurred by AWD.  
Warrant spending using flow cash, tapping into the Grace fund, etc. are used to pay.  
In the three years 21-26 warrant spending has accounted for 2% to 14% of total operating expenses.  
When warrant spending is included, operating expenses grow 16% in 2025 and 28% in 2026.  
Looking only at budgeted expenses, growth was 32% in 2025 and 14% in 2026.  
Looking at combined budgeted and warrant spending, operating expenses are accelerating.

Operating Expenses	2024 Actual	2025	2026 Budget			
Budgeted	\$ 3,646,747	\$ 4,823,037	\$ 5,511,462	32%	14%	51%
Warrant & Other	\$ 598,263	\$ 88,933	\$ 787,350			
Total	\$ 4,245,010	\$ 4,911,970	\$ 6,298,812	16%	28%	48%
Warrant as % Total	14%	2%	12%			

## **INTERGOVERNMENTAL AGREEMENT FOR SHARED CONSULTING SERVICES**

THIS AGREEMENT is by and among the **WATER SUPPLY DISTRICT OF ACTON**, a Massachusetts governmental entity, with an address of 693 Massachusetts Avenue, Acton, Massachusetts ("Acton Water District"), the **TOWN OF MAYNARD**, a Massachusetts municipal corporation, with an address of 195 Main Street, Maynard, Massachusetts ("Maynard"), the **TOWN OF CONCORD**, a Massachusetts municipal corporation, with an address of 22 Monument Square, Concord, Massachusetts ("Concord"), and the **TOWN OF [ ]**, a Massachusetts municipal corporation, with an address of [ ], Massachusetts ("[ ]"). The Acton Water District, Maynard, Concord, and [ ] are together the "Parties" and individually a "Party." The Parties other than the Town of Maynard are together the "Contributing Parties" and individually a "Contributing Party."

**WHEREAS**, the Parties are each empowered by law to retain consulting services for various public works projects, including analysis of public water supply alternatives available to the Parties, which is a proper municipal function and service; and

**WHEREAS**, the Parties have separately explored the possibility of connecting to the Massachusetts Water Resources Authority ("MWRA") system for the provision of public water supply; and

**WHEREAS**, the Parties acknowledge that they have similar interests in conducting an in-depth cost and financial analysis to assess the viability of connecting to the MWRA system and that retaining consulting services on behalf of the Parties would bolster the efficacy of the analysis and minimize consulting fees for the Parties; and

**WHEREAS**, Maynard has received a model for providing comprehensive Cost Allocation Analysis and Technical Memorandum to identify the financial feasibility of prospective new members in the MetroWest area connecting to the MWRA system ("Shared Consulting Services"); and

**WHEREAS**, the Parties find that it is in their best interest to procure the services of a qualified expert to provide a comprehensive Cost Allocation Analysis and Technical Memorandum to them so they are better informed about the financial impacts of connecting to the MWRA; and

**WHEREAS**, the Parties have authority to enter into this Agreement pursuant to G. L. c. 40, § 4A, to perform jointly activities or undertakings which any one of the Parties is authorized by law to perform; and

**WHEREAS**, the Contributing Parties desire to authorize Maynard to enter a contract with the chosen expert to deliver the Shared Consulting Services to the parties with the cost for such Shared Consulting Services to be paid by Maynard to the expert and thereafter divided equally among all the Parties; and



**WHEREAS**, the Parties intend that this Agreement shall set forth the terms and conditions of having the expert perform the Shared Consulting Services for the benefit of all the Parties, including the maximum financial liability of the Parties, in accordance with G. L. c. 40, §4 A;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

1. Term. The term of this Agreement shall commence on [ ] [ ], 202[ ] and shall continue until the Contributing Parties have paid in full an invoice labeled “Final Invoice” from Maynard to the Contributing Parties for the Shared Consulting Services, provided that in no event shall the term of this Agreement exceed twenty five years or such other maximum term for an intergovernmental agreement set forth in G. L. c. 40, § 4A if later amended.
2. Lead Municipality. During the term of this Agreement, Maynard, shall act as the Lead Municipality and shall perform or provide the following tasks:
  - a. Issue Request for Proposals for a qualified expert to provide consulting services described in Exhibit A;
  - b. Enter into a contract with the qualified expert to provide said services described in Exhibit A: Shared Consulting Services (“Contract”) ;
  - c. Manage the qualified expert’s Contract;
  - d. Receive invoices from the qualified expert and make payments in a timely manner for services rendered;
  - e. Administer the collection, accounting and the use of funds provided by the Parties to fund the qualified expert Contract;
  - f. Provide overall program oversight and related administration; and
  - g. Provide conflict resolution in accordance with this Agreement.
3. Participation in Reviewing Proposals. Maynard shall provide copies of the proposed scope of services to the Parties who shall provide written comments within fourteen business days. Thereafter, Maynard shall solicit proposals. Once responsive proposals are received, each Party shall appoint one person to assist Maynard in the review of proposals and selection of the qualified expert.
4. Contract with qualified expert. Maynard shall enter into a contract with a qualified expert after the Contributing Parties have reviewed and approved the terms and conditions of the Contract in a written notice to Maynard. The Contract shall contain language acknowledging that the Contributing Parties are intended third-party beneficiaries to the Contract, and as such have the right to enforce the terms and

conditions of the Contract. The Contract shall also include a “not-to-exceed” amount for the total cost of the Shared Consulting Services, including reimbursable out-of-pocket expenses incurred by qualified expert in connection with the Shared Consulting Services.

5. Funding Structure and Payments. For all work associated with the Contract, qualified expert shall bill Maynard directly and Maynard shall pay the invoices pursuant to the terms and conditions of the Contract. Upon Maynard’s payment to the qualified expert, Maynard shall divide the amount paid equally among the Parties, including Maynard, and shall send invoices to the Contributing Parties for reimbursement to Maynard of the Contributing Parties’ respective equal shares of the amount paid by Maynard to the qualified expert, pursuant to the Fee Structure, attached as Exhibit B. The invoices from Maynard to the Contributing Parties shall include a copy of the applicable invoice from the qualified expert to Maynard, evidence of Maynard’s payment of the invoice from the qualified expert, and such other reasonable backup as the Contributing Parties may request. Each Contributing Party receiving an invoice for reimbursement from Maynard shall remit payment to Maynard within thirty (30) days following receipt of such invoice unless such Contributing Party provides Maynard with a written notice before the expiration of such thirty (30) day period contesting in good faith the inclusion of a cost under the terms and conditions of the Contract or this Agreement. Payment for supplemental services and for additional hours in excess of the allotted hours shall be invoiced outside this Agreement.

6. Indemnification. Notwithstanding the final sentence of G.L. c. 40, § 4A, each of the Parties shall indemnify and hold harmless Maynard and each and all of its officials, officers, employees, agents, servants and representatives from and against any claim arising from or in connection with the performance by the qualified expert of its duties under the Contract including, without limitation, any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission or intentional misconduct by the qualified expert’s employees while in or performing services for the Parties, provided however, that nothing herein shall be construed to limit any Party’s, including Maynard’s rights of indemnification against qualified expert. For avoidance of doubt this Indemnification shall in no way be construed as providing indemnification of the qualified expert under any circumstances by any of the Contributing Parties.

7. Liability. Pursuant to G. L. c. 40, § 4A, each Party shall be liable for the acts and omissions of its own employees and not for the employees of the others in the performance of this Agreement, and to the extent provided by G. L. c. 258. By entering into this Agreement, none of the Parties has waived or abrogated any governmental immunity or limitation of damages which may be extended to them by operation of law.

8. Maximum Financial Liability. Pursuant to G. L. c. 40, § 4A, this Agreement sets forth the maximum extent of each Party’s financial liability, which is an equal share of the cost of the Shared Consulting Services, pursuant to the Fee Structure, attached as Exhibit B.



9. Financial Safeguards. Pursuant to G. L. c. 40, § 4A, each Contributing Party shall, upon paying in full an invoice labeled “Final Invoice” from Maynard for the Shared Consulting Services, provide to the other Parties a report or statement of all sums paid to Maynard for the Shared Consulting Services. The Parties acknowledge that each Party shall receive from the qualified expert copies of all invoices sent to Maynard for the Shared Consulting Services, as required by Section 5. Maynard shall maintain separate, accurate and comprehensive records of all services performed under the Contract, and all contributions received from the Contributing Parties.

10. Termination. The Parties may withdraw from and terminate this Agreement with the provision of at least [#] months prior written notice to Maynard. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. Upon such termination, Maynard shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Party for payment within thirty (30) days thereafter. In the event a party terminates prior to the completion of the qualified expert’s work, once the contract with qualified expert is executed, that shall be a liability of the parties and notwithstanding any notice of termination, the terminating party shall be responsible for those amounts set forth in the contract with qualified expert.

11. Cooperation. The Parties acknowledge and agree that, for the qualified expert to perform the Shared Consulting Services, qualified expert will require that the Parties provide the qualified expert with various documents, records, information, and access to personnel. The Parties agree to cooperate in good faith with the qualified expert in furnishing, within commercially reasonable timeframes, the materials and personnel access necessary for the qualified expert to perform the Shared Consulting Services, subject to any reasonable operational limitations and conditions.

12. Addition of Parties. Following the Effective Date, the Parties may, by unanimous written consent, allow one or more additional municipal entities to join this Agreement (a “New Party”), provided that, as a precondition to the New Party joining this Agreement, the New Party shall make a one-time catch-up payment to each of the existing Parties in an amount equal to a fraction, the numerator of which is (a) the total cost of the Shared Consulting Services to date, divided by the new number of Parties expressly including the New Party, and the denominator of which is (b) the number of existing Parties excluding the New Party. By way of example only, if the total cost of Shared Consulting Services at the time of the addition of a New Party is \$60,000 and there are five existing Parties, then the New Party would be required to make a catch-up payment of \$2,000 to each of the five existing Parties. Upon the unanimous written consent of the existing Parties and the payment by the New Party to the existing Parties required under this Section, the New Party shall thereafter be deemed a Party under this Agreement.

13. No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

14. Severability. If any provision of this Agreement is held by a court of appropriate jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when

applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

15. Amendment. The provisions, terms, and conditions of this Agreement shall be modified only by written amendments executed by all of the Parties.

16. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the Party waiving such obligation or condition. Forbearance or indulgence by a Party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that Party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

17. Assignment. No Party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other Parties.

18. Venue. Any action filed in court hereunder shall be filed in the courts of Middlesex County, Commonwealth of Massachusetts.

19. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

20. Headings. The article, section, and paragraph headings provided in this Agreement are for convenience only, are not part of this Agreement and shall not affect the interpretation of this Agreement.

21. Execution and Counterparts. A signed email or facsimile copy of this Agreement, or a signed portable document format (.pdf) copy of this Agreement, shall be binding upon the Parties as fully and to the same extent as an original signed copy. This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any Party may execute this Agreement by signing one or more counterparts.

22. Complete Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Parties concerning the subject matter hereof. Each Party acknowledges that it has not relied on any representations by any other Party or by anyone acting or purporting to act for another Party or for whose actions the any other Party is responsible, other than the express, written representations set forth herein.

23. Notices. With the exception of invoices sent in accordance with Section 5 of this Agreement, all notices required or permitted by this Agreement shall be in writing and shall be sent by certified mail, postage prepaid, or reputable overnight courier, and addressed as follows:



If intended for Maynard:

Select Board  
Town of Maynard  
195 Main Street  
Maynard, MA 01754

If intended for Acton Water District:

District Manager  
Acton Water District  
693 Massachusetts Avenue  
Acton, MA 01720

If intended for Town of Concord:

Town Manager  
22 Monument Square  
Concord, MA 01742

If intended for [ ]:

[ ]  
[ ]  
[ ]  
[ ]

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the Parties have set their hands and seals on the day and year first above written.

TOWN OF MAYNARD

WATER SUPPLY DISTRICT OF ACTON

By: \_\_\_\_\_  
[Name], [Title] of the Maynard Select Board  
Duly authorized by vote of the Maynard  
Select Board on [\_\_\_\_], 202[\_\_]

By: \_\_\_\_\_  
Matthew Mostoller, District Manager  
Duly authorized by vote of the  
Commissioners of the Water Supply District  
of Acton on [\_\_\_\_], 202[\_\_]

TOWN OF CONCORD

TOWN OF [\_\_\_\_\_]

By: \_\_\_\_\_  
Kerry A. Lafleur, Town Manager,  
Duly authorized by vote of the Concord  
Select Board on [\_\_\_\_], 202[\_\_]

By: \_\_\_\_\_  
[Name], [Title] of the [\_\_\_\_] Select  
Board  
Duly authorized by vote of the [\_\_\_\_]  
Select Board on [\_\_\_\_], 202[\_\_]

Acknowledged:

Qualified expert Consulting Services Inc.

By: \_\_\_\_\_  
Name:  
Title:



FY 2025 Budget vs. Actual as of 12.31.2024								
	Actual FY 23	Budget FY 24	Actual FY 24	Budget FY 25	1st Qtr Actual FY 25	2nd Qtr Actual FY 25	%	Variance to Annual Budget
EXPENSES								Projections
Audit/Accounting	16,000	20,000	15,800	22,500	14,500.00	16,000.00	71%	(8,000) 16,000
Auto Maint & Fuel	38,197	52,000	35,039	53,560	12,461.89	26,891.80	50%	(41,098) 53,560.00
Short Term Debt	215,986	-	383,554	184,273	182,138.94	258,638.81	140%	(2,134) 1,202,796
Long Term Debt	1,661,539	2,752,416	2,137,481	2,164,711	227,454.41	211,869.41	10%	(1,937,257) 961,915
Chemicals	101,504	160,000	128,371	168,000	23,053.35	71,652.93	43%	(144,947) 168,000
DEP Withdrawal	5,121	5,000	4,967	5,000	-	4,791.15	96%	(5,000) 5,000
Employee Education	9,627	17,500	10,899	17,500	1,722.98	4,703.79	27%	(15,777) 17,500
Engineering	30,319	60,000	18,893	60,000	24,530.35	26,670.45	44%	(35,470) 60,000
Health/Life Insurance Active	236,718	267,896	104,922	258,418	41,840.15	130,864.59	51%	(216,578) 258,418
Health/Life Insurance Retiree	-	108,899	100,187	115,847	26,837.52	53,675.04	46%	(89,009) 115,847
Information Reports	34,130	50,000	38,163	30,000	1,905.00	2,556.31	9%	(28,095) 30,000
Insurance	97,644	118,800	98,781	133,056	111,660.50	111,843.50	84%	(21,396) 113,157
Laboratory Analysis	83,991	100,000	80,371	85,000	12,063.50	35,095.50	41%	(72,937) 85,000
Legal	55,170	75,000	74,992	100,500	8,203.00	34,004.90	34%	(92,297) 100,500
Lights/Power/Fuel	454,572	600,000	581,743	600,000	43,184.35	292,211.08	49%	(556,816) 600,000
Maintenance & Operations	466,116	420,000	407,534	608,000	101,554.96	201,760.35	33%	(506,445) 608,000
NAWTP PFAS Filter Lease	-	-	-	335,750	50,387.00	154,483.00	46%	(285,363) 335,750
Middlesex Retirement	288,240	330,838	330,838	354,740	354,740.00	354,740.00	100%	- 354,740
Meters	75,000	125,000	121,245	125,000	31,431.02	105,489.39	84%	(93,569) 125,000
Office Supplies & Postage	82,576	96,000	63,362	62,000	10,157.33	18,216.09	29%	(51,843) 62,000
Software Subscriptions/ IT Maintenance	-	-	-	60,000	21,686.35	30,475.41	51%	(38,314) 60,000
Telephone	-	-	-	21,000	4,671.59	9,916.87	47%	(16,328) 21,000
Reserve Fund	100,000	100,000	89,506	100,000	-	-	0%	(100,000) 100,000
Salaries & Wages	1,552,117	1,727,988	1,430,640	1,633,565	353,729.55	716,550.70	44%	(1,279,835) 1,633,565
<b>Total</b>	<b>5,604,567</b>	<b>7,187,338</b>	<b>6,257,288</b>	<b>7,298,420</b>	<b>1,659,913.74</b>	<b>2,873,101.07</b>	<b>39%</b>	<b>(4,425,319) 7,087,748</b>
REVENUE								
Water Revenue	3,070,585	3,084,795	2,887,849	4,052,399	1,055,507.81	2,599,412.75	64%	(2,996,891) 4,499,777
Service Fee	538,005	544,500	537,645	534,000	134,310.00	268,905.00	50%	(399,690) 534,000
Debt Fee	2,152,020	2,752,629	2,486,668	2,349,600	590,964.00	1,183,182.00	50%	(1,758,636) 2,349,600
<b>Total Water Revenue</b>	<b>5,760,610</b>	<b>6,381,924</b>	<b>5,912,162</b>	<b>6,935,999</b>	<b>1,780,781.81</b>	<b>4,051,499.75</b>	<b>58%</b>	<b>(5,155,217) 7,383,377</b>
Fire Protection Sprinklers	40,931	41,000	42,326	41,000	32,475.74	42,337.96	103%	(8,524) 41,000
Rent/Lease	655,092	493,570	545,337	115,000	33,192.68	65,692.28	57%	(81,807) 115,000
Solar Field lease revenue	-	-	-	385,000	-	-	0%	(385,000) 385,000
Repairs/Installation	57,314	50,000	32,118	50,000	6,093.33	11,817.54	24%	(43,907) 50,000
Cross Connection	18,285	21,000	25,145	21,000	14,185.37	14,990.50	71%	(6,815) 21,000
Demand Fees	263,000	300,000	35,800	200,000	24,800.00	39,600.00	20%	(175,200) 150,000
Mitigation Fees	66,776	100,000	17,402	100,000	3,875.00	9,595.00	10%	(96,125) 75,000
New Services Meter Installation RF	-	-	15,392	100,000	1,822.73	7,363.13	7%	(98,177) 25,000
<b>Total Other Revenue</b>	<b>1,101,398</b>	<b>1,005,570</b>	<b>713,520</b>	<b>1,012,000</b>	<b>116,444.85</b>	<b>191,396.41</b>	<b>19%</b>	<b>(895,555) 862,000</b>
<b>Total</b>	<b>6,862,008</b>	<b>7,387,494</b>	<b>6,625,682</b>	<b>7,947,999</b>	<b>1,897,226.66</b>	<b>4,242,896.16</b>	<b>53%</b>	<b>(6,050,772) 8,245,377</b>

**Water Rates effective July 1, 2025**  
**(proposed 3% increase over FY 25 rates)**

Rates are per Unit	FY 25		FY 26 Proposed	
	Summer	Winter	Summer	Winter
Service Charge	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Debt Fee	\$ 66.00	\$ 66.00	\$ 63.50	\$ 63.50
Between 0 and 300 cu ft	\$ -	\$ -	\$ -	\$ -
If greater than 300 cu ft:				
All usage up to 1500 cu ft	\$ 0.074	\$ 0.062	0.076	0.064
Between 1501 and 3000 cu ft	\$ 0.093	\$ 0.080	0.096	0.082
Between 3001 and 4500 cu ft	\$ 0.110	\$ 0.098	0.113	0.101
Between 4501 and 6000 cu ft	\$ 0.128	\$ 0.116	0.132	0.119
Greater than 6000 cu ft	\$ 0.146	\$ 0.134	0.150	0.138
Municipal Rate per cu ft	\$ 0.080	\$ 0.080	0.082	0.082

**Debt Fee**

The Acton Water District has borrowed money to fund large capital improvements to the system, such as treatment plants and land acquisitions. In order to collect the amount of money needed to pay the annual debt service on these loans, the District charges a Debt Fee to each unit. The below calculations are based on 8,900 units. The debt fee in effect for the July 1<sup>st</sup> billing is \$63.50 per unit, per quarter and funds the annual debt service on the projects listed below:

Project	Total Debt	Interest Rate	Principal	Interest	Fees	Total Cost	Cost per Unit/ per Quarter
North Acton Water Treatment Plant	\$6.0 Million	4.00%	\$ 300,000.00	\$ 50,550.00	\$ -	\$ 350,550.00	\$ 9.85
South Acton Water Treatment Plant	\$13.47 Million	2.00%	\$ 675,614.00	\$ 149,134.00	\$ 11,185.00	\$ 835,933.00	\$ 23.48
Center Acton Water Treatment Plant	\$11.796 Million	1.50%	\$ 518,799.00	\$ 161,757.00	\$ 16,176.00	\$ 696,732.00	\$ 19.57
NAWTP PFAS	\$ 684,000.00	0.00%	\$ 69,000.00			\$ 69,000.00	\$ 2.00
Kelley's Corner & 549 Main Street	\$2.7 million	5.00%	\$ 185,000.00	\$ 118,525.00	\$ -	\$ 303,525.00	\$ 8.60
Totals:			\$ 1,748,413.00	\$ 479,966.00	\$ 27,361.00	\$ 2,255,740.00	\$ 63.50

As more projects are funded through borrowing, the Debt Fee will increase. As projects are paid off, the Debt Fee will decrease.

## Matt Mostoller

---

**From:** Steven Silverstein <ssilverstein@townofmaynard.net>  
**Sent:** Thursday, February 6, 2025 4:12 PM  
**To:** Matt Mostoller  
**Subject:** RE: Maynard commercial request for water

You don't often get email from ssilverstein@townofmaynard.net. [Learn why this is important](#)

Hi Matt,

Anticipated water demand is 30,800 gallons per day (for 280 bedrooms).

Timeline from the developer's end would be asap. Obviously, it is contingent on how quickly we could connect intermunicipal infrastructure and in parallel conduct all appropriate permitting on our end (without any hitches, this could occur in as short as 120 days if I'm not mistaken).

Noted about the Beijing school.

-Steve

**From:** Matt Mostoller <Matt@actonwater.com>  
**Sent:** Wednesday, February 5, 2025 5:07 PM  
**To:** Steven Silverstein <ssilverstein@townofmaynard.net>  
**Subject:** RE: Maynard commercial request for water

You don't often get email from matt@actonwater.com. [Learn why this is important](#)

Steven,

Thank you for reaching out. I will bring the request up with my Board on Monday night during a regularly scheduled meeting. I will share with you that the Board denied a similar request for the Beijing School property in October. The purpose of Monday's discussion will be to take a high-level temperature of the Board and whether they want to engage with this proposal. Do you have a general timeline and/or anticipated water demand?

Thank you for reaching out,

Matt

**Matthew Mostoller**  
District Manager  
Water Supply District of Acton  
693 Massachusetts Avenue  
P.O. Box 953 Acton, MA 01720  
P 978-263-9107 F 978-264-0148

Follow us on Facebook and Twitter!





**From:** Steven Silverstein <[ssilverstein@townofmaynard.net](mailto:ssilverstein@townofmaynard.net)>

**Sent:** Wednesday, February 5, 2025 12:20 PM

**To:** Matt Mostoller <[Matt@actonwater.com](mailto:Matt@actonwater.com)>

**Subject:** Maynard commercial request for water

You don't often get email from [ssilverstein@townofmaynard.net](mailto:ssilverstein@townofmaynard.net). [Learn why this is important](#)

Dear Matt,

My name is Steve and I'm the Director of Municipal Services for the Town of Maynard.

Mill & Main—the corporation that owns the mill in the center of town—is exploring the possibility of converting some of its property from commercial to residential. Maynard doesn't have the capacity to allow them to do this at the scale they envision.

The Mill ownership requested Maynard Town Hall to reach out to Acton Water to see if there is any interest in sitting down with them and discussing the possibility of having them connect to you.

Is that something that your water district would entertain at this point? If so, I'll send you an email intro to the mill guys or I could help schedule a call.

Best,  
Steve

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