



Water Supply District of Acton

693 MASSACHUSETTS AVENUE
P.O. BOX 953
ACTON, MASSACHUSETTS 01720

TELEPHONE (978) 263-9107

FAX (978) 264-0148

Board of Water Commissioners

Meeting Agenda

Monday, January 27, 2020 @ 7:00 PM

- **Comments from Citizens**
- **Approve minutes of January 13th meeting**

OLD BUSINESS:

- Review & approve FY '21 Budget & Warrant
 - The District's Annual Meeting will be held on Wednesday, March 18th @ 7 PM at the Acton Public Safety Facility
- Commissioners' 2019 Annual Report

NEW BUSINESS:

- Amendment to the "Option to Lease" with EDF Renewables for proposed solar arrays

Board of Water Commissioners
Meeting Minutes
Acton Water District
693 Massachusetts Avenue, Acton MA
Monday, January 13, 2020

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AGENDA

- A. Comments from Citizens
- B. Approve Minutes of December 2nd Meeting

C. OLD BUSINESS:

- 1. Review of FY '21 DRAFT Budget & Proposed Warrant Articles
- 2. Commissioners' 2019 Annual Report

D. NEW BUSINESS:

- 1. Water Management Act Permit Renewal Order to Complete (OTC)
- 2. Request from Green Acton
 - Clarification and request to publicize web content related to the procedure for submitting an article for the Annual Meeting Warrant

Present at Tonight's Meeting:

Commissioners: Stephen Stuntz (Chair), Erika Amir-Lin, Barry Rosen
District Manager: Chris Allen
District Treasurer: Mary Jo Bates
District Counsel: Mary Bassett
Environmental Manager: Matthew Mostoller
Commissioners Secretary: Lynn Protasowicki
Finance Committee: Chuck Bradley (via phone)
District Moderator: Dick O'Brien
Green Acton: Kim Kastens

The Board of Water Commissioners' meeting was called to order at 7:30PM on Monday, January 13, 2020 at the Acton Water District office by Mr. Stephen Stuntz.

A. Comments from Citizens:

Kim Kastens of Green Acton had two comments:

- 1. Thanked the Commissioners for moving the Acton Water District meetings so that they do not coincide with the Town of Acton Board of Selectmen meeting nights.
- 2. Mentioned that Green Acton will be hosting a public talk on "How Healthy Are Our Local Rivers?" by guest speaker Alison Field-Juma on January 22nd at the Acton Senior Center.

B. Approve Minutes of December 2nd Meeting:

Ms. Amir-Lin motioned to approve the minutes of December 2, 2019. Mr. Stuntz seconded, and it was approved by a vote of 2 Ayes and 1 Abstention.

C. OLD BUSINESS:

- 1. Review of FY '21 DRAFT Budget & Proposed Warrant Articles.

-Review of the DRAFT FY '21 Budget:

Included in tonight's packets to the Commissioners is a copy of the FY '21 DRAFT budget that includes six-month actuals. Mr. Allen mentioned that nothing else has changed on this budget since the last review of it at the December 2nd open meeting.

-Review of the proposed Warrant Articles for 2020 Annual Meeting:

Mr. Allen stated that there were some additions to the Warrant Articles since the last time the Commissioners reviewed these articles.

Article #14 regarding the utility easement expansion from 20' to 30' for Central Acton Water Treatment Plant new utilities and Post Office Square (private way). Will have a survey done of 8 Post Office Square for formal plan to show property owner. The Article has an appropriation of \$50,000 to cover any costs associated with acquisition or assessment.

Article #8: the purchase of a new service truck for \$100,000.

Kim Kastens asked about Article #16 regarding the WR Grace Receipt Reserved for Appropriation account to a Stabilization Fund. Mr. Rosen stated that we are asking for voter approval to take the WR Grace Receipt Reserved for Appropriation account and move it into a Stabilization Fund. By changing the account to a stabilization fund it allows the District to invest it per Prudent Person law vs restrictions on the state Legal List of investments. This fund will still be restricted in what we can use the money for. It's literally just transferring the accounting purpose. Ms. Bates stated that the night of the Annual Meeting a dollar amount will be put in the warrant articles so that everyone will know the exact amount being transferred.

Mr. Rosen moved to close the Warrant for the 2020 Annual Water District meeting. Ms. Amir-Lin seconded, and it was unanimously approved.

2. Commissioners' 2019 Annual Report.

Mr. Stuntz asked the other Commissioners if they had any questions on the 2019 Annual Report that he wrote. Mr. Rosen stated that he sent some edits to Mr. Allen. Ms. Amir-Lin had an edit and handed to Mr. Stuntz. Otherwise no other comments.

Other Old Business:

1. Mr. Allen requested to change the meeting start time from 7:30 PM to 7:00 PM.

Ms. Amir-Lin motioned to move the meeting start time from 7:30 PM to 7:00 PM. Mr. Rosen seconded the motion, and it was unanimously approved.

D. NEW BUSINESS:

1. Water Management Act Permit Renewal Order to Complete (OTC).

Mr. Allen informed the Commissioners that the Water Management Act Permit Renewal Order to Completed was received on December 13, 2019. He stated also that enclosed in tonight's packets to the Commissioners is the final water needs forecast for the Acton Water District from the Massachusetts Department of Conservation and Recreation's Office of Water Resources (OWR) which was originally filed in 2015 and a summary of the permit renewal. The data in in this final water needs forecast has not changed since 2014. 23K gallons to mitigate. He mentioned that the District plans to file for an extension because we will want to add the potential new Bedrock source at 549 Main Street.

Mr. Rosen mentioned that he shared the population numbers that came from this final water needs forecast with the WRAC as they were requesting that information.

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Mr. Mostoller mentioned that if we think the 2015 data is out of date, we can request new ones. We can petition the DCR to do the water needs forecast again. Ms. Amir-Lin inquired as to what other options for stream gauges to get new data. Mr. Mostoller stated there is one on the Concord River. Comparison looking back at Nashoba Brook gauge vs Concord River gauge using these parameters. Pay to have new gauge started and then we are on the hook to fund that but then we have no historical data for if there are issues.

Mr. Allen stated that they will continue to work on this and keep the Board apprised of progress and any changes.

2. Request from Green Acton.

Ms. Kastens stated that a brief conservation took place with a few citizens after last year's District Annual meeting regarding how citizens can add a Citizens Petition to the District Warrant. She brought this topic up during one of the previous District open meetings and is just doing a follow-up to that. She mentioned that Counselor Bassett did some research and found that there is an existing state law. Ms. Kastens is asking that the Commissioners please clarify some details and publicize related materials on the District website. At the end of information in packet there is a list of things to go into the document. Enclosed is a document from Green Acton asking for clarification on the process of submitting an article for the District's Annual Meeting Warrant by Citizens' Petition. She mentioned that at this month's Board of Selectmen meeting this same issue was raised and how can citizens bring forward a petition and have access to Town Counsel for advice to get text vetted and to make sure wording is legal. The Selectmen did not decide. Although it is not allowed to use Town Counsel, however if citizen ask and there is timing then town counsel can help. They just don't want costs spiraling out of control when requesting Town Counsel's advice. She is suggesting that whatever wording is used in Town's citizen petition information that the District use the same.

Ms. Kastens stated that Green Acton is not asking for a by-law just asking for information be put on the District website that explains how a citizen's petition works. The Town of Acton is preparing a similar document to have posted on their website.

Ms. Amir-Lin encourages water takers to bring to any open meeting their concerns/questions before a petition is created. Mr. Stuntz agrees with this. And stated that in his 30+ years of being a Commissioner he has never seen a petition for the Water District. He would hope that if water takers have issues that they would come directly to the Board with their questions/concerns.

Ms. Amir-Lin asked Ms. Kastens if Green Acton was looking to have this completed before the upcoming District Annual Meeting. Ms. Kastens said no rush but its good governance to have available and that she would ideally like to see this completed by 2021 Annual Meeting.

Other New Business:

1. Mr. Rosen would like to add to the February 10th Commissioners' meeting Mr. Ron Parenti's request to discuss the District's involvement in the Town of Acton's future wastewater treatment planning.

2. Mr. Allen informed the Board that he'd processed the paperwork to shift Primary Treatment Operator's duties and designation from himself to Andrew Peterson, General Foreman.

Ms. Amir-Lin motioned to adjourn the open meeting at 8:35 PM. Mr. Rosen seconded, and it was unanimously approved.

FY 2021 Budget and Estimated Revenue

	Actual FY 2019	Budget FY 2020	6 month actual	Budget FY 2021
EXPENSES				
Accounting	1,800	2,000	800	2,000
Audit	16,000	16,000	16,000	16,000
Auto Maint & Fuel	50,000	50,000	21,866	50,000
Backflow/Cross Conn	468	1,000	118	1,000
Short Term Debt	-	350,000	330,786	500,000
Long Term Debt	1,526,093	1,512,816	411,080	1,490,908
Chemicals	75,000	75,000	30,154	75,000
Computer Maintenance	14,866	16,000	13,133	16,000
DEP Withdrawal	5,066	6,500	4,624	6,500
Employee Education	15,203	17,500	8,516	17,500
Engineering	55,000	55,000	25,601	55,000
Health/Life Insurance	342,935	397,000	175,083	412,880
Hydrants	10,000	10,000	4,097	10,000
Information Reports	31,476	45,000	27,313	45,000
Insurance	81,253	86,000	85,692	89,000
Laboratory Analysis	50,000	50,000	21,064	60,000
Legal	40,000	40,000	21,613	40,000
Lights/Power/Fuel	405,000	375,000	179,915	390,000
Maintenance & Operations	629,377	325,500	140,529	335,000
Middlesex Retirement	218,063	247,600	243,164	256,971
Meters	57,401	75,000	7,119	75,000
Office Supplies	13,797	20,000	4,785	20,000
OPEB Expense	100,000	100,000	-	0
Paving	47,339	50,000	24,090	50,000
Petty Cash	600	1,000	300	1,000
Postage	18,519	20,000	4,854	20,000
Reserve Fund	-	100,000	-	100,000
Salaries & Wages	1,301,768	1,460,000	701,440	1,505,000
Telephone	18,145	20,000	8,402	20,000
Total	5,125,169	5,523,916	2,512,138	5,659,759
REVENUE				
Water Revenue	2,586,470	2,747,932	1,765,092	2,728,159
Service Fee	517,500	522,000	261,300	522,000
Debt Fee	1,823,200	1,983,600	991,800	1,983,600
Total Water Revenue	4,927,170	5,253,532	3,018,192	5,233,759
Fire Protection Sprinklers	40,212	40,000	40,067	40,000
Rent/Lease	121,342	112,000	56,020	112,000
Repairs/Installation	58,338	50,000	31,857	50,000
Cross Connection	24,436	22,000	12,737	24,000
Demand Fees	191,035	200,000	418,850	200,000
Mitigation Fees	71,319	0	84,307	0
Total Other Revenue	506,682	424,000	643,838	426,000
Total	5,433,852	5,677,532	3,662,030	5,659,759

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FY 2021 Budget Total	5,649,759			
Warrant Articles	Free Cash	Mitigation	Grace	
Carbon Replacement	65,000			
Residuals Management	100,000			
Clean Rehab Wells	75,000			
Replace Old Mains	30,000			
Emergency Main Breaks	30,000			
Treatment M&O			125,000	
Filter Cartridge Replacement	85,000			
Mitigation Revolving Fund		100,000		
New Truck	100,000			
Returns to Free Cash/Grace	0		0	
Total	485,000	100,000	125,000	
		Total all appropriations	6,359,759	
	Free Cash	Mitigation	Grace	
Current Balance	870,376	92,646	2,238,631	MKT
Balance after appropriations	385,376	-7,354	2,113,631	
Funding needed from Revenue			5,649,759	
REVENUE:	FY 2019 Actual	FY 2020 Projected	FY 2021 Projected	
Water Rates	2,586,469	2,747,932	2,747,932	
Service Fee	517,500	522,000	522,000	
Debt Service Fee	1,823,200	1,983,600	1,983,600	
Total Water Revenue	4,927,169	5,253,532	5,253,532	
Fire Protection Sprinklers	40,212	40,000	40,000	
Rent/Lease	121,342	112,000	112,000	
Repairs/Installation	58,338	50,000	50,000	
Cross Connection	24,436	24,000	24,000	
Demand Fees	191,035	418,500	200,000	
Total Revenue	5,362,532	5,898,032	5,679,532	
Potential Surplus to add to Free Cash FY 20		474,116		
	Potential Surplus to add to Free Cash FY 21		29,773	29,773

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Services	6,784		
Units	8,700		
	per unit per quarter		
Debt Fee	57.00	1,983,600	
Service Fee	15.00	522,000	
Revenue Projections FY 20	Through 12/31	3,662,033	
	Jan	1,244,129	
	Apr	1,128,070	
	Cross Connect	10,600	
	Repairs	30,000	
	Demands	29,600	
	Rent 6 months	56,000	
		6,160,432	
	\$ Billed		
	1,702,857	October 19	
	1,391,932	July 19	
	1,093,670	April 19	
	1,094,665	January 19	
	5,283,124		
Potential impacts FY 21	Solar Lease Revenue	300,000	SMART Block ??
	Lights Power & Fuel	-160,000	

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ORIGINAL

OPTION TO LEASE AGREEMENT

THIS OPTION TO LEASE AGREEMENT ("**Agreement**") is dated February 21, 2018 ("**Effective Date**") and is between the Water Supply District of Acton, MA, a Massachusetts municipal entity ("**Water District**"), and Global Resource Options, Inc., a Delaware corporation and a solar developer ("**groSolar**").

1. **Property.** The Water District owns and controls: (A) the real property, improvements thereon, and related appurtenant rights located at 16 Knox Trail and 284 High Street, Acton, MA (the "**Knox Trail Site**") and (B) the real property, improvements thereon, and related appurtenant rights located at 28, 44, 52 (.85 acre), 52 (1.51 acre), 56, 60, 61 and 64 Lawsbrook Road, Acton, MA (the "**Lawsbrook Site**"; the Knox Trail Site and the Lawsbrook Site, each, a "**Site**").

2. **Option to Lease.** In consideration of \$4,000 ("**Option Payment**") and the covenants of groSolar in this Agreement, during the "**Option Term**" (defined below), the Water District hereby grants groSolar the exclusive right and option (the "**Option**") to lease each of the Knox Trail Site and the Lawsbrook Site pursuant to a lease for the applicable Site mutually agreed by the Water District and groSolar (each a "**Lease**"), for the purpose of developing, installing, constructing, interconnecting, operating, maintaining, and removing a solar, photovoltaic generation facility and energy storage facility (collectively, an "**Energy Plant**") on such Site. groSolar shall pay the Option Payment to the Water District within 30 days after receipt of this Agreement signed by the Water District and an IRS Form W-9 completed and signed by the Water District. During the Option Term, the Water District and groSolar will engage in good faith negotiations of a Lease for each Site that will include provisions substantially similar to the draft revised lease attached as **Attachment A**.

3. **Option Term.** The Option shall be effective during the period ("**Option Term**") beginning the Effective Date and ending on the earliest of: (A) the second anniversary of the Effective Date; (B) for either Site, the date the Water District and groSolar execute and deliver a Lease for such Site; or (C) the date either party breaches this Agreement and fails to cure the breach within 60 days after notice of breach is delivered to the breaching party.

4. **Exercise of Option; Notice.** groSolar may exercise the Option to lease a Site by delivering written notice of exercise to the Water District at any time during the Option Term. The written notice shall include a description of the portion of the applicable Site that groSolar intends to lease. Any notices or communication required or contemplated in this Agreement shall be made in writing and transmitted electronically, in person, via an established overnight courier (e.g. FedEx, DHL, or UPS), or by first-class mail, addressed to a party at the address specified below such party's signature on the signature page of this Agreement.

5. **Due Diligence.**

(a) **Standard Site Diligence.** Subject to requirements as to "Environmental Diligence" under Section 5(b), during the Option Term, groSolar shall have the right to perform investigations of, and diligence on, each Site (including surveying, geotechnical testing, and other Site investigatory work), on condition that (i) groSolar will seek pre-approval from the Water District for each on-Site investigation of a Site, which approval will not be unreasonably withheld, conditioned, or delayed, and (ii) prior to disturbing the soil or conducting subsurface testing on either Site as part of such diligence, groSolar will provide the Water District with a detailed scope of such work, including a

description of the area(s) on a Site in which such soil disturbance or subsurface testing is proposed, the nature of the testing, and the quantities of disturbances, as applicable.

(b) *Environmental Site Diligence.* groSolar may conduct investigation of each Site to determine the Site's environmental characteristics and conformity to the requirements of applicable environmental laws (collectively, "**Environmental Diligence**") only in accordance with this Section 5(b). groSolar shall have the right to conduct a Phase I Environmental Site Assessment of each Site, in accordance with ASTM 1527-13, *Standard Practice for Environmental Site Assessment, Phase I Environmental Site Assessment Process.* groSolar shall not undertake any other Environmental Diligence of a Site, including any Phase II Environmental Site Assessment of a Site and testing of environmental media from the Site, unless the Water District first has reviewed and approved the scope of such additional Environmental Diligence. Environmental Diligence is required to secure financing for the Energy Plant on each Site.


6. **Miscellaneous.** (A) This Agreement will be governed by the laws of the Commonwealth of Massachusetts, excluding its conflicts of laws principles. (B) During the Option Term, the Water District will not alienate either Site in whole or in part. (C) During the Option Term, the Water District will not, and will not permit any other person to, construct improvements on either Site, or use either Site, in each case in a manner that would conflict or interfere with the installation or operation of an Energy Plant on the Site; provided, however that this provision does not prevent or limit the following "**Authorized Activities**": (i) existing environmental monitoring and mitigation activities of the Environmental Protection Agency on a Site, or (ii) the construction of a structure by contractor de maximis, Inc. on the Knox Trail Site in the area designated by the Water District to groSolar. (D) During the Option Term, groSolar will not interfere with the Authorized Activities. (E) During the Option Term, groSolar will maintain general liability insurance naming the Water District as additional insured consistent with the insurance coverage evidenced by the Certificate of Insurance attached hereto as **Attachment B.**

IN WITNESS WHEREOF, each of the Water District and groSolar hereby confirms that it is duly authorized to execute and deliver this Agreement and has caused its duly authorized representative to execute and deliver this Agreement on its behalf as of the Effective Date.

WATER SUPPLY DISTRICT OF ACTON, MA

GLOBAL RESOURCE OPTIONS, INC.

By: 

By: 

Name: Chris Allen

Name: Marylou A. Gifford

Title: District Manager

Title: Sr. Vice President

Address: 693 Massachusetts Avenue
P.O. Box 953
Acton, MA 01720
Attn: Chris Allen,
District Manager
Email:

Address: 205 Billings Farm Road,
Building #4
White River Junction, VT 05001
Attn: Peter Bay,
Project Developer
Email:

ATTACHMENT A - Form of Draft Lease, with Mark-Ups
ATTACHMENT B - Certificate of Insurance



January 16, 2020

Attn: Christopher Allen
Water Supply District of Acton, MA
693 Massachusetts Avenue
Acton, MA 01720

Re: First Amendment ("Amendment") of the Option to Lease Agreement dated February 21, 2018 ("Option Agreement") between the Water Supply District of Acton, MA ("Water District") and Global Resource Options, Inc., for real property located at 16 Knox Trail and 284 High Street, Acton, MA (the "Knox Trail Site") and at 28, 44, 52 (.85 acre), 52 (1.51 acre), 56, 60, 61 and 64 Lawsbrook Road, Acton, MA (the "Lawsbrook Site"; the Knox Trail Site and the Lawsbrook Site, each a "Site").

Dear Mr. Allen:

By this First Amendment ("**Amendment**"), the undersigned agree to amend the Option Agreement referred to above as provided in this Amendment. If you agree to the terms of this Amendment, please countersign and return this Amendment. Thank you very much for your consideration.

1. **Terminology.** Capitalized words used in this Amendment have the meanings assigned to them in the Option Agreement.
2. **Change of Name.** As of the date of this Amendment, the corporate name of the option holder, formerly Global Resource Options, Inc., has been changed to **EDF Renewables Distributed Solutions, Inc. ("EDF")**. Other than the change to its name, the EDF remains the same legal entity without change in ownership, tax identification number, or corporate form.
3. **Change to Option Term.** Article 3 of the Option Agreement is amended and restated to increase the Option Term from two years to three years. As amended by this Amendment, Article 3 reads in its entirety as follows:

Option Term. The Option shall be effective during the period ("Option Term") beginning the Effective Date and ending on the earliest of: (A) the third anniversary of the Effective Date; (B) for either Site, the date the Water District and EDF execute and deliver a Lease for such Site; or (c) the date either party breaches this Agreement and

|||
COLUMBIA, MD
9175 Guilford Road
Suite 202
Columbia, NH 21046

|||
WEST LEBANON, NH
5 Commerce Avenue
West Lebanon, NH 03784

|||
RUTLAND, VT
67 Merchants Row
Rutland, VT 05701

800.374.4494
info@edf-re.com
www.edf-re.com/distributed_solutions

fails to cure the breach within 60 days after notice of the breach is delivered to the breaching party.

4. **Consideration.** In consideration for the amendment of the Option Agreement, EDF agrees to pay to the Water District, within twenty (20) days after receiving from the Water District a countersigned copy of this letter, Two Thousand Dollars (\$2,000).
5. **No Other Changes.** Except as provided in this Amendment, the Option Agreement remains unchanged, and the Option Agreement, as amended by this Amendment, remains in full force and effect, and binds the Water District and EDF.

Sincerely,

EDF Renewables Distributed Solutions, Inc.
FKA Global Resource Options, Inc.

By: _____
Name: _____
Title: _____

Accepted and Agreed as provided above:

Water Supply District of Acton, MA

By: _____
Name: _____
Title: _____

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:

Precinct 1, 2 & 6 - Conant School, 80 Taylor Rd.
Precinct 3, 4 & 5 - Blanchard Auditorium, Junior High School, 16 Charter Rd.
Acton, Massachusetts

On Tuesday, March 31, 2020
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
District Clerk for three years

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

Acton Public Safety Facility
371 Main Street
Acton, Massachusetts

On Wednesday, March 18, 2020
7:00 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, 2020 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 Massachusetts General Laws c.44, §53E½ as most recently amended by §86 of Chapter 218 of the Acts of 2016, 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 to transfer from Receipt Reserve for Appropriation Account (W.R. Grace settlement) the sum of \$125,000 for the maintenance and repair of the various treatment facilities including, but not limited to, media replacement in the filtration tanks, aeration tower repair, and replacement of packing material, or to take any other action relative thereto.

Article 7. To see if the District will vote to transfer from Surplus Revenue the sum of \$75,000 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 \$30,000 for the purpose of replacing old water mains, renewing old water services, 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 \$30,000 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 transfer from Surplus Revenue the sum of \$65,000 for the replacement of the granular activated carbon media at the Clapp and Whitcomb well sites on Massachusetts Avenue in Acton or to take any other action relative thereto.

Article 11. To see if the District will vote to transfer from Surplus Revenue the sum of \$85,000 for the replacement of filter cartridges at the North Acton Water Treatment Plant to take any other action relative thereto.

Article 12. To see if the District will vote to transfer from Surplus Revenue the sum of \$100,000 for the removal filtration residuals at the North Acton Water Treatment Plant or to take any other action relative thereto.

Article 13. To see if the District will vote to transfer from Surplus Revenue the sum of \$100,000.00 for purchase of a general service vehicle and for approval to sell or trade the District's 2007 Ford F-350 service truck or to take any other action relative thereto.

Article 14. To see if the District will vote to transfer from Surplus Revenue the sum of \$100,000 for the purpose of exploration and permitting of a new Bedrock source or take any other action relative thereto.

Article 15. To see if the District will vote to authorize the Commissioners to enter into a long-term written lease, with two 5-year options to extend, for a total term of thirty (30) years, for use of a ground-mount solar photovoltaic system and associated equipment and materials on land owned by the District located at Knox Trail and Lawsbrook Road in Acton. The written leases will include the most favorable annual lease payment and power purchase agreement terms received in response to a request for proposal issued by the District and will provide for electric power supply to the District's wells and treatment facilities. The lease and power purchase agreement shall include other terms, conditions and limitations as the Commissioners shall deem necessary and proper to protect the public water supply or to take any other action relative thereto.

Article 16. To see if the District will vote to authorize the Commissioners to renew, extend or enter into new long-term written lease, for a period of twenty (20) years, for continued placement and maintenance of part of an existing structure, used as a radio communication tower and for the existing guy/utility wires and underground cables and conduit in support of that structure, on land owned by the District located off of Knox Trail in Acton. The written lease will include the most favorable annual lease payment and shall include other terms, conditions and limitations as the Commissioners shall deem necessary and proper to protect the public water supply or to take any other action relative thereto.

Article 17. To see if the District will vote to transfer from Surplus revenue the sum of \$50,000 to acquire by purchase, gift, eminent domain, or otherwise, all necessary utility easements needed in support of the project upgrades and infrastructure work at the Conant II well site and the central Acton treatment plant as follows:

1. An expanded access and utility easement under that certain private road commonly known as Post Office Square, owned by Acton Technology Park Real Estate Trust, and shown as Technology Drive on a Plan of Land recorded in Plan Bk. 01984, Pg. 1544.
2. An expanded and modified access and utility easement to the District's existing easement recorded in Bk. 28286, Pg. 458, with plan recorded in Plan Bk. 25911, Pg. 35.
3. A small easement off the parcel identified in Bk. 68673 Pg. 454, 533 Main St.
4. A small easement off the parcel identified in Bk. 64784 Pg. 264, 6 Post Office Sq.

and to take any other action necessary to secure easements in support of the project or to take any other action relative thereto.

Article 18. To see if the District will vote to establish a stabilization fund pursuant to G.L. Ch. 40, sec. 5B for the purpose of funding new construction, extraordinary maintenance or repairs throughout the water supply system as requested by the Board of Commissioners and to authorize the Commissioners to fund that stabilization fund with the entire balance of District funds in the WR Grace Receipt Reserved for Appropriation Account (WR Grace Fund) effective for fiscal year beginning on July 1, 2020 or to take any other action relative thereto.

[2/3's vote needed]

Article 19. To see if the District will vote to establish a stabilization fund pursuant G.L. Ch. 40, sec. 5B for the purpose of dedicating a certain percentage of the rental revenues derived from the District solar leases on Knox Trail and Lawsbrook Road as required by state law, statutes and regulations, effective for fiscal year beginning on July 1, 2020 or take any other action relative thereto.

[2/3's vote needed]

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 27th day of January in the year two thousand and twenty.

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

A true copy. ATTEST:

William T. Stanford
District Clerk