

Water Supply District of Acton

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Board of Water Commissioners

Meeting Agenda

Monday, July 29, 2024 @ 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:

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Webinar ID: 852 2792 1193

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- **Comments from the public**
- **Approve minutes from the meetings of 7/15**
- **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
- Kelley's Corner Project
- Update on 549 Main Street
 - Conservation Restriction Status
- Update on Baldco
 - Approve Lease

NEW BUSINESS:

- Discussion of Cell Tower Leases – Great Hill and Nagog Hill Tank sites
- Discussion of State Housing Goals related to Water Resource Concerns

EXECUTIVE SESSION: To consider the purchase, exchange, lease of real property as an open meeting may have a detrimental effect on the negotiating position of the District.

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.

Agenda posted on 7/25/2024 12:22 PM

Joint Meeting of the Board of Water Commissioners and District Finance Committee

Meeting Agenda

Monday, July 15, 2024 @ 7:00 PM

AGENDA

- Comments from the public
- Approve minutes from the meetings of 6/13 and 6/24
- 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
 - Approve SAWTP PFAS System Notice of Award to Baystate Regional Contractors, Inc. of Yarmouth, MA
 - Approve CAWTP PFAS System Notice of Award to WES Construction Corp. of Halifax, MA
- Bottled Water Rebate Update
- Update on 549 Main Street
- Conservation Restriction Status
- Preview Event June 27th
- Update on Flume Rebate Program

NEW BUSINESS:

- Order of Taking for Baldco Property
- Renewal of General Obligation Bond Anticipation Notes of the District dated July 25, 2024
- End of Fiscal Year Transfers
- Staffing Update

In attendance

Board of Commissioners: Barry Rosen, Erika Amir Lin

Finance Committee: Ron Parenti, John Petersen

District Manager: Matt Mostoller

District Treasurer: Christine McCarthy

Environmental Manager: Alexandra Wahlstrom

Members of the Public: Alissa Nicol

START OF MINUTES

Mr. Rosen opened the meeting of the Acton Water District Board of Commissioners at 7:00.

Mr. Petersen opened the meeting of the Acton Water District Finance Committee at 7:02.

Comments from the public

Ms. Alissa Nicol commented on an inaccurate website listing that was included in the reading of the virtual meeting script.

Approve minutes from the meetings of 6/13 and 6/24

Ms. Amir Lin motioned to approve the minutes of 6/13/24. Mr. Rosen seconded, and it was approved via a roll call vote, Ms. Amir Lin, Mr. Rosen.

Ms. Amir Lin motioned to approve the minutes of 6/24/24. Mr. Rosen seconded, and it was approved via a roll call vote, Ms. Amir Lin, Mr. Rosen.

Appoint one Commissioner to sign warrants while conducting meetings virtually

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

OLD BUSINESS:

Per- and Polyfluoroalkyl Substances (PFAS)

Current sample data, if available

Mr. Mostoller informed the board that the July 5th PFAS update email was sent to the list of recipients. June sampling results are as follows, Center Acton 8.4 ppt, South Acton 13.1 ppt, North Acton below detection limits. July sampling will be conducted this week.

Mr. Petersen asked from where samples are collected. Mr. Mostoller explained that they are taken from the sample tap 100 ft from where water leaves the treatment plant as recommended in state regulations. Mr. Petersen asked about the sample size; Ms. Wahlstrom replied that two samples of 250 ml are collected.

Discussion of Additional PFAS Upgrades

Mr. Mostoller informed the board that they continue to make progress with the South Acton Project. They recently met with the engineers to determine the color of the building exterior. The building color will be sandstone with brown doors to complement the existing brick and metal at the South Acton Plant. They continue to make progress with the GAC vessels. There has been a design issue for South Acton as the connection points were designed for a different style GAC vessel; the engineers are currently working to remedy this design issue. Both projects have received authorization to award.

Approve SAWTP PFAS System Notice of Award to Baystate Regional Contractors, Inc. of Yarmouth, MA

Ms. Amir Lin motioned to approve SAWTP PFAS System Notice of Award to Baystate Regional Contractors, Inc. of Yarmouth, MA. Mr. Rosen seconded, and it was approved via a roll call vote, Ms. Amir Lin, Mr. Rosen.

Approve CAWTP PFAS System Notice of Award to WES Construction Corp. of Halifax, MA

Ms. Amir Lin motioned to approve CAWTP PFAS System Notice of Award to WES Construction Corp. of Halifax, MA. Mr. Rosen seconded, and it was approved via a roll call vote, Ms. Amir Lin, Mr. Rosen.

Mr. Mostoller informed the board that once awarded they are hoping to break ground on both projects sometime in August. Mr. Mostoller did note some existing delays in starting because of the need for the Special District Meeting.

Bottled Water Rebate Update

Ms. McCarthy updated the board on the Bottled Water Rebate. The June 2024 rebates totaled \$7,365. Of the total, \$6,045 was on bill credits for 149 customers, and the remaining \$730 will be disbursed to 16 tenants via checks sent directly to them. In the last quarter the rebate program added 3 people but 6 left the program for a net total of 165 participants. Mr. Rosen asked what the total was in the previous quarter, Ms. McCarthy informed him it was 168. Mr. Petersen asked a question about how the water is being provided which Mr. Rosen clarified that the program is not offering water but money for purchasing bottled water.

Update on 549 Main Street

Conservation Restriction Status

Mr. Mostoller announced that on July 11th they received the Conservation Restriction with the signature of the Secretary of Environmental Affairs. Town Counsel is now working on the closing which they expect to hold in 1-2 weeks. The next step will be finalizing the land management plan, which should be completed soon, then the funds from the Community Preservation Act will be transferred to the District. Mr. Mostoller reminded the board that this is on top of the funds they already received from the MVP grant.

Mr. Mostoller informed the board that they also received verbal confirmation that the Drinking Water Supply grant funds will be released before the end of the month. The District is also in conversation with the Town regarding public use.

Mr. Rosen asked if the Selectboard gave their approval for the necessary items, which Mr. Mostoller affirmed they did approve. Ms. Wahlstrom informed the board that the base for signage was installed today, later this week the front of the sign will be installed, and later in the summer the rear portion will be installed. This delay is due to a backorder of the necessary display panel.

Preview Event June 27th

Mr. Mostoller reviewed this event with the board. Three abutters were in attendance as well as Alissa Nicol for the Acton Exchange. Mr. Mostoller noted the lower turnout was likely due to the extreme heat of the day. Abutters in attendance were thrilled to hear about the project and the opportunity for pedestrian connections.

Ms. Alissa Nicol asked the board what the announcement of public access will look like and where that information will be shared. Mr. Mostoller replied that public access is waiting to make sure the trails are more available, open, and properly marked. There are some rules and regulation information signs that need to be installed, but the announcement will likely be in several public meetings of relevant bodies and boards, as well as on social media.

Ms. Amir Lin asked if the Town is going to assign a land steward to the property. Mr. Mostoller replied that this is currently under discussion and the goal is to have a land steward for the property.

Update on Flume Rebate Program

Ms. Wahlstrom updated the Board on the Flume Rebate Program. The rebate was offered for 80 devices in total. 71 of those have been installed and connected, 7 were returned mostly due to discomfort with the data sharing. 2 devices were purchased but were not installed or connected. The agreement had a 30-day installation period and once that passed the two accounts were charged for the discount received on those devices so that

those devices may be given to those on the waiting list. One device is still not connected due to network connectivity issues, this person is working with Flume to resolve this. Of the devices returned, 5 have already been purchased by those on the waitlist. The waitlist currently has 71 people.

Mr. Rosen commented that Flume previously agreed to honor the existing price through the end of 2024 if offered to additional devices. He asked if they have received any data supporting an extension or expansion of the program.

Ms. Wahlstrom informed Mr. Rosen that Flume sent out a survey for those participating at the end of June. Ms. Wahlstrom then reviewed preliminary feedback which highlighted that 85% of respondents felt Flume made them more aware of their water use, and 50% said Flume helped change their water consumption behaviors. 55% of respondents feel Flume positively influenced their view of the District, 25% remained neutral, and some did not change their view. Overall satisfaction was 96%. 75% said the rebate motivated them to participate.

Mr. Petersen shared his experience as a Flume user, noting it miscategorized some items because of differences in shower heads, and the delay in reporting. Ms. Amir Lin commented that a multi-family unit Flume user told her that it assisted them in finding a leak in their home. Ms. Wahlstrom responded that multi-family units were not subsidized so the District does not have direct access to those devices.

Mr. Mostoller commented that the board can wait another month or two for more results to come in and evaluate if the District would like to expand the program. Mr. Rosen asked about how the District is monitoring the program, to which Ms. Wahlstrom explained through access of the Flume Portal. The Board then reviewed information about Flume ownership after the study will conclude, and Flume's business model.

NEW BUSINESS:

Order of Taking for Baldco Property

Mr. Mostoller introduced this item and the relevant information included in the packet. He highlighted the timeline of the draft Order of Taking that is necessary 30 years prior to closing, and the necessary letter of intent to the property owner.

Mr. Rosen motioned that the commissioners as authorized by and on behalf of the Water Supply District of Acton take by eminent domain for the purpose of protection and conservation of ground water aquifers and recharge areas for water supply, well protection, and development, watershed protection purposes, and for all things pertinent to its duties as a water district, those certain parcels of property known as 104 Powder Mill

Road Rear, and 36 Knox Trail Acton, consisting of approximately 18.27 acres more or less, as described in Article 16 of the Official Warrant of the Annual Meeting, as unanimously voted on March 15th, 2023, and pursuant to that authority and the authority granted to the district in its enabling act by the Massachusetts General Laws to execute an Order of Taking, and to award to the owner of said property, Baldco Incorporated, for the taking, damages in the amount of \$142,000 based on the sellers agreement, and the appraised value of the property taken, as determined by appraisal dated January 31, 2020.

Ms. Amir Lin seconded the motion. The Commissioners opened discussion on the motion. Ms. Amir Lin asked about the timeline, to which Mr. Mostoller reviewed the expected closing timeline.

The motion was approved via a roll call vote, Ms. Amir Lin, Mr. Rosen.

Renewal of General Obligation Bond Anticipation Notes of the District dated July 25, 2024

Ms. McCarthy updated the board on the Renewal of the General Obligation Bond Anticipated Notes (BAN) which were originally issued in July 2024. The sale took place on Thursday, July 11th and they had only one bidder. The District received an interest rate of 5.05% for a three-month BAN which will be dated July 25, 2024 and will mature on October 25, 2024. The District did not receive a premium on the BAN. Ms. McCarthy then informed the board that the District should receive the reimbursements for both projects from the Clean Water Trust prior to the maturity date. Ms. McCarthy then informed the board she will need them to provide signatures this week for this BAN so she may upload the Note and related documents to Gateway for certification by the Bureau of Accounts.

End of Fiscal Year Transfers

Mr. Mostoller informed the board that they anticipate going over budget on the legal line item. This is because they had two attorneys representing the District, and with the Special District Counsel they had three attorneys. This is also due to significant legal work on property transactions that the District had this year. Mr. Mostoller is requesting the board approve a transfer of \$6,400 from the reserve fund to cover this overage.

The Finance Committee then discussed this request. Mr. Parenti commented on the relatively small amount of this transfer.

Mr. Parenti motioned to recommend an end of fiscal year transfer of \$6,400 from the reserve fund to the legal line item. Which was seconded by Mr. Petersen and approved via a roll call vote, Mr. Parenti, Mr. Petersen.

The Board of Commissioners then discussed this item, reviewing its place in the larger budget.

Mr. Rosen Motioned to transfer \$6,400 from the reserve fund to legal. Ms. Amir Lin seconded, and it was approved via a roll call vote, Ms. Amir Lin, Mr. Rosen.

Mr. Rosen asked Ms. McCarthy for the cost of lights, power and fuel, to which she provided the end of year figures.

Staffing Update

Mr. Mostoller informed the board that this week will be Ms. Wahlstrom's last week with the District as she is moving on to a new career opportunity with MassDEP. Mr. Mostoller thanked Ms. Wahlstrom for her work with the District and noted that she will be greatly missed. They have begun advertising the position and have kicked off recruitment efforts. Due to existing staff shortages and shifts in the workload they have reorganized the roles into multiple potential positions, Project Engineer, Environmental Manager, and Environmental Analyst. Until positions are filled the team is working to cover the shortages as best they can.

The commissioners thanked Ms. Wahlstrom for her work and wished her the best in her new position. Ms. Wahlstrom thanked the Board and the District for their support.

Mr. Petersen echoed these sentiments and asked Mr. Mostoller to expound on the three positions they are advertising and the recruitment efforts.

Mr. Mostoller explained that usually when they recruit for this type of position the District has asked for 8-10 years of experience. However, due to recent low response the District has lowered that threshold to between 5-8 years' experience or less for the analyst position. The Project Engineer position is new. Several years ago, the District hired a consultant to review their job descriptions, and these changes are informed by that report's findings. They are looking at this as an opportunity to recalibrate technical roles.

Mr. Petersen asked if they considered shifting some of the workload to support firms. Mr. Mostoller responded that because these roles are highly involved in daily operations there is likely too much oversight needed to send this work out to support firms. The Board continued to discuss staffing shortages. Mr. Mostoller informed the Board that next Tuesday the District will host 50 emerging water professionals at North and Center Acton treatment plants through an event with the Mass Water Works and New England Water Works Associations. He is hoping to gauge interest for these positions at this event. Mr.

Petersen asked about competition in the industry for these positions, which Mr. Mostoller briefly explained.

In other new business, Mr. Mostoller informed the board that last Friday night the District had a disruptive water main break. At 9:30 pm they noticed a drop in the level at the Great Hill Tank, and increased flow at the treatment plants. They got a call from dispatch and quickly shut down the break at Alcott St. Only 5 homes were impacted, and given the hour of the night, weather forecast, and the delayed response from other utilities they decided to perform the repair in the morning. The repair took about 12 hours to complete. They were in direct contact with the affected residents. Mr. Mostoller warned that there would be discolored water due to the repair work and wanted to inform the board as they have gotten some calls and social media posts from the public about the discoloration. The repair work replaced about 10 feet of pipe and a hydrant branch.

Mr. Petersen asked if old age caused the pipe to break. Mr. Mostoller affirmed that it seems age did cause the pipe to break, which is common in the area because that section of town has old pipe. Mr. Mostoller then reviewed similar repair work in that neighborhood in 2016, 2020 and 2021. He informed the board that this neighborhood presents an opportunity for the District to invest in new or rehabilitated pipes to combat these breaks. When Mr. Petersen asked about a price estimate for this kind of project, Mr. Mostoller declined, saying there are too many variables to even predict what the cost may be. The Board extended their thanks for the update and to the District crew for responding to the issue.

Mr. Petersen asked the board to consider a standing agenda item at the end of their meetings to allow those in attendance to propose future agenda items. The Board discussed the feasibility of this type of suggestion, noting they already make themselves available for people to contact should they have an item for the agenda. The Board also noted that most often the agenda items are standard, however, non-standard items are typically not even known until the week before the meeting. After a brief discussion the board agreed to revisit this idea when all the commissioners are present.

Mr. Parenti motioned to adjourn the meeting of the Finance Committee, which Mr. Petersen seconded, and it was approved. Mr. Petersen, Mr. Parenti. The Finance Committee meeting closed at 8:13.

Ms. Amir Lin motioned to adjourn the Board of Commissioners meeting. Mr. Rosen seconded, and it was approved, Ms. Amir Lin, Mr. Rosen. The Board of Commissioners Meeting closed at 8:13 pm.

Meeting Closed at 8:13 pm.

Acton Water District - PWS 20020000
Summary of Treated Water Per- and Polyfluoroalkyl Substances (PFAS) 2024

Sample Date	Sample Location			
	Clapp/Whitcomb WTP	Central Acton WTP	North Acton WTP	South Acton WTP
January 11, 2024	Not Sampled	Not Sampled	16.9	15.1
January 25, 2024	Not Sampled	6.4	Not Sampled	Not Sampled
February 7, 2024	Not Sampled	6.5	Not Sampled	14.4
March 6, 2024	Not Sampled	6.2	Not Sampled	11.6
March 27, 2024	Not Sampled	Not Sampled	16.1	Not Sampled
April 5, 2024	Not Sampled	Not Sampled	20.7	14.7
April 24, 2024	Not Sampled	5	Not Sampled	Not Sampled
May 14, 2024	Not Sampled	6	Not Sampled	11.3
June 17, 2024	Not Sampled	8.4	ND	13.1
July 16, 2024	Not Sampled	8.5	ND	13.7

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.

LEASE AGREEMENT

This Agreement is between the Water Supply District of Acton, a municipal corporation, having offices at 693 Massachusetts Avenue, Acton, Middlesex County, Massachusetts (hereinafter referred to as Lessor) and BALDCO, Inc., a Massachusetts Corporation, having its principal office at 144 Gould Street, Suite 210 Needham, MA 02494 (hereinafter referred to as Tenant).

Lessor and Tenant for the considerations hereinafter named, agree as follows:

1. Lessor hereby leases to Tenant, on a nonexclusive basis, property located off of Knox Trail in Acton, MA , as follows: Lot Y, containing 17.9 acres, more or less; L.C.C. 25398J (Lot 30), containing 16,087 square feet and; that certain portion of an area of approximately two acres, cross-hatched on the plan attached hereto as Exhibit "A," being a portion of the well buffer area for Assabet Well No. 3 for hosting Tenant's five AM radio station towers, guy/utility wires, underground cables and conduits and appurtenances (hereinafter referred to as the "Tower Array"), together with a nonexclusive easement right of way for ingress and egress, seven days a week, twenty-four hours a day, on foot or motor vehicle, including trucks, and a nonexclusive easement for the installation and maintenance of the Tower Array, and under or along said property all as and shown on Exhibit "A" (hereinafter referred to as the "Property").

This Lease Agreement shall be for a term of twenty (20) years, beginning on August 15, 2024. The annual rent for the initial first year shall be Ten Thousand Two Hundred Dollars (\$10,200.00) to be paid in monthly installments of \$850.00 on the 15th day of each month ("Monthly Rent") to Lessor or to such other person, firm or place as Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. While Tenant intends to make each payment due hereunder on or before its due date, in the event Tenant fails to make a payment within ten (10) days after its due date, Lessor will give Tenant written notice of such nonpayment and Tenant will immediately make such payment. No action may be maintained by Lessor against Tenant for such nonpayment unless Tenant has failed to make payment within ten (10) days after receipt of such written notice from Lessor.

Notwithstanding anything to the contrary contained herein and provided that Tenant faithfully performs all of the terms and conditions of this Lease, and no default by Tenant occurs hereunder beyond any applicable notice and cure period, Lessor hereby agrees that Tenant shall be entitled to an abatement of Monthly Rent (the "Abatement") during the first 24 (twenty-four) full calendar months of the Term (the "Abatement Period"). The total amount of Monthly Rent abated during the Abatement Period shall be referred to as the "Abated Rent." During the Abatement Period, Tenant remains responsible for the payment of all of its other monetary obligations and performance of Tenant's non-monetary obligations under this Lease Agreement. In the event Tenant defaults at any time during the Term and fails to cure such default within any grace or cure periods set forth in this Lease Agreement, at Lessor's option, all Abated Rent shall immediately become due and payable and, as a part of the recovery set forth in Paragraph 17 of this Lease Agreement, Lessor shall be entitled to the immediate recovery, as of the day prior to such termination, of the Abated Rent.

Tenant and Lessor agree to confer no later than one year prior to the expiration of the Lease and discuss terms for a long-term lease extension. The parties further agree that one year prior to the end of the initial term, on or before August 14, 2043, either may terminate this Lease Agreement with 60 days written notice to the other party. If neither party exercises their termination right, on or before, August 14, 2043 then the parties agree that the Lease Agreement will renew for an additional 20 year term on similar terms and conditions and with Water District voter approval. Nothing hereunder obligates either party to extend this Lease or enter into a new or different lease upon expiration of this Lease.

2. Monthly Rent shall increase by 3% each year of the Term, compounded, beginning on August 15, 2026 and each subsequent year throughout the Term of the Lease Agreement. An annual rent schedule is attached hereto as Exhibit "B" and incorporated herein by reference.

3. Tenant has the right to use the Property for the purpose of maintaining and operating its existing towers, radio antenna, transmitter building and all equipment therein which supports both the towers, the antennae which shall include the guy wires, in-ground wiring, and security fencing on the Property as partially shown on Exhibit "C." Lessor will not lease the Property to any third party for any other purpose. Without interfering with the Tenant's use, Lessor shall have the right to access the Property for all purposes related to its duties as a water

district and Massachusetts Public Water Supplier, including, but not limited to, uses related to environmental monitoring, installation of test wells and taking samples.

It is understood and agreed that Tenant's ability to use the Property is contingent upon its continued holding of all of the certificates, permits, licenses and other approvals that may be required by any federal, state and local authorities.

4. Tenant shall indemnify and hold Lessor harmless against any claim of liability or loss for personal injury or property damage resulting from or arising out of the use and occupancy of the Property by Tenant, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of Lessor, its servants or agents. Lessor shall indemnify and hold Tenant harmless as allowed by law against any claim of liability or loss for personal injury or property damage resulting from or arising out of the use and occupancy of the Property by Lessor, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the negligent acts or omissions of Tenant, its servants or agents.

During the term of this lease, Tenant, at its sole cost and expense, and for the mutual benefit of Lessor and Tenant, shall carry and maintain the following types of insurance in the amounts specified:

(i) Fire and extended coverage insurance covering the Property for risks now or hereafter embraced by "Extended coverage," so called, in amounts sufficient to prevent Lessor or Tenant from becoming a coinsurer under the terms of the applicable policies.

(ii) Comprehensive public liability insurance, including personal and property damage, insuring Lessor and Tenant against liability for injury to persons or property occurring in or about the leased premises or arising out of the ownership, maintenance, use or occupancy thereof. The liability under such insurance shall not be less than \$1,000,000.00 for any one person injured or killed and not less than \$3,000,000.00 for personal property damage per accident.

(iii) Rent or rental value insurance against loss of rent or rental value due to fire, including extended coverage endorsement, in an amount equal to the annual rent for the leased premises plus the estimated amount of real estate taxes payable by Tenant, if any.

All policies of insurance (except liability insurance) shall provide by endorsement that any loss shall be payable to Lessor or Tenant as their respective interests may appear. Each

year the Tenant shall provide a current certificate evidencing the required insurance confirming that the District is named as an Additional Insured on Tenant's General Liability policy.

5. Tenant shall pay as additional rent any and all real estate taxes levied against the leased Property and the improvements constructed thereon by Tenant, which increased taxes are directly attributable to the Tenant's use and occupancy of said premises. No taxes assessed under the provisions of M.G.L., Chapter 59, Section 2B shall be a lien upon the real estate of the Lessor, but interest of the Tenant may be sold or taken by the tax collector of the Town of Acton for nonpayment of such tax in the manner provided by law and as otherwise set forth in said Chapter 59, Section 2B.

6. Provided Tenant is not in the cure period, nor in default of its non-monetary obligations under this Lease Agreement and Tenant shall have paid rents and sums due and payable to Lessor by Tenant under this Lease Agreement and that the bond for removal and plan for decommissioning of the Tower Array, described in paragraph 7, is in place, then Tenant shall have the right to terminate this Lease Agreement (a) on the annual anniversary of the effective date of this Lease Agreement, provided that six (6) months' prior written notice is given Lessor or (b) any time after the 5th year of the initial term by providing no less than 60 days written notice to Lessor. If in the reasonable opinion of the Commissioners, the Tenant, its agents, servants or employees have caused the public water supply to become endangered or polluted, directly or indirectly, Lessor will promptly notify Tenant and provide Tenant with sufficient facts in support of the opinion. The parties will then discuss an appropriate timeframe to resolve the issue(s) to the satisfaction of the Lessor, but no more than 30 days from the date of the notice, unless otherwise agreed. If pollution is deemed irreconcilable, Lessor shall have the right to terminate this lease upon ninety (90) days notice to the Tenant and such termination shall not give rise to a claim for damages at law or equity, provided, however, that Tenant shall be entitled to a pro rate of the annual rent on a monthly basis for the unexpired term of the Agreement after termination as herein set forth and said proration of rent shall be deemed liquidated damages and the sole remedy of the Tenant.

7. Tenant may, at any time, and upon expiration, termination or assignment of this Lease shall, remove and decommission its Tower Array including, but not limited to all of Tenant's improvements, fixtures, facilities, underground wiring, control buildings, control boxes and computer monitoring hardware, machinery and equipment related to or associated or

connected with the Tower Array. In addition, Tenant shall restore the Property to a reasonable and safe condition, including, but not limited to removal of all concrete and other debris, fill in holes and level the property. Six months prior to the expiration, termination or assignment of the Lease, Tenant shall present a removal and decommissioning plan for the Tower Array to Lessor for Lessor's information and approval, which approval shall not be unreasonably withheld. The decommissioning plan shall include the removal of all physical material related to the Tower Array in its entirety and restoration of the surface of the land. The removal and decommissioning shall be at Lessee's expense and shall be completed within one year after the Term of the Lease; Lessee shall continue to pay rent at the then current rate during this period. Tenant shall have rights of access to the Property to complete the removal and decommissioning in accordance with the decommissioning plan. All equipment, materials or other Lessee's property or its contractors, agents, employees and representatives property shall be removed from the Property; any equipment, materials or other property of Lessee, its contractors, agents, employees and representatives, left on or about the Property following the termination or expiration of the Term (including any Restoration Period) will be disposed of in any manner by Lessor in Lessor's sole discretion; the costs incurred by Lessor in such removal shall be reimbursed by Tenant.

Upon execution of this Lease, Tenant shall provide a bond for a minimum of twenty years or other security instrument guaranteeing the Tenant's performance of its removal decommissioning and restoration obligations detailed herein. Such bond shall be renewable by Tenant.

8. Should Lessor, at any time during the term of this Lease Agreement, decide to subdivide, sell or change the status of the Property or its property contiguous thereto, it shall immediately notify Tenant in writing. Any subdivision, sale or change, however, shall be subject and subordinate to the terms of this Lease Agreement and Tenant's rights hereunder. If tenant sells the radio station and all of its equipment to another radio broadcaster, the terms of this lease will be assigned to the buyer which shall assume all responsibility for the Lease. Such assignment shall be subject to consent and agreement by the District, which consent shall not be unreasonably withheld.

9. Lessor warrants and covenants that Lessor is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Lease Agreement.

Lessor further covenants that Tenant, on paying the rent and performing the covenants, shall peaceably and quietly have, hold and enjoy the Property. Any breach of these warranties and covenants which preclude Tenant's use of said Property for its intended purpose shall entitle Tenant to terminate this Lease Agreement and/or pursue any other remedies available under this Lease Agreement, at law, and/or equity. For Lessor's authority, see vote of the District in Article 16 at the March 15, 2023 Annual Meeting, attached hereto as Exhibit "D."

10. It is agreed and understood that this Lease Agreement contains all the agreements, promises and understandings between Lessor and Tenant and that no oral agreements, promises or understandings shall be binding upon either Lessor or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease Agreement shall be void and ineffective unless made in writing signed by the parties.

11. This Lease Agreement and the performance thereunder shall be governed, interpreted, construed, and regulated by the laws of the Commonwealth of Massachusetts.

12. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

Lessor:
Water Supply District of Acton
P.O. Box 953
Acton, MA 01720
Attn: District Manager

Tenant:
BALDCO, Inc.
13 Park Drive
Waterford, CT 06385

13. This Lease Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties hereto.

14. Tenant's property shall include all of Tenant's personal property, equipment trade fixtures, business equipment, machinery and all installations made by Tenant which are used by or placed upon the Property by the Tenant, whether such property is owned or leased by Tenant

and whether or not such property may be considered fixtures under applicable law. Lessor waives any lien rights it may have concerning Tenant's equipment which is deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Lessor's consent.

15. Any claims relating to the condition of the Property, including, but not limited to Tenant's obligation, if any, to maintain or repair the Property or to make improvements or alterations or to remove or restore such items, must be presented in writing by Lessor to Tenant within sixty (60) days (which time is of the essence) after expiration or termination of the Lease Agreement or such claims shall be irrevocably waived.

16. So long as Tenant complies with each and every term of the Lease and complies with all applicable laws, regulations and local ordinances, Tenant shall have the right to sublet or license the Property or any portion thereof with Lessor's consent, which consent shall not unreasonably be withheld. A copy of any subletting or licensing agreements will be provided to Lessor for its information prior to its consent. Tenant may not assign, or otherwise transfer all or any part of its interest in this Lease Agreement or in the Property without the prior written consent of Lessor, such consent not to be unreasonably withheld or delayed. If Tenant sells the radio station and all of its equipment to another radio broadcaster, this Lease may be assigned subject to written consent and agreement by the District, which consent shall not be unreasonably withheld. Any such assignment shall require a new bond or other surety insuring the cost of the removal of Tenant's Radio Array as further described in paragraph 7.

17. In the event Tenant fails to comply with any of the provisions of this Lease Agreement or to perform any of its obligations hereunder, including the payment of rent, Lessor shall give Tenant written notice of such breach or nonpayment of rent, and Tenant shall have ten (10) days after receipt of such written notice from Lessor to cure a monetary default and thirty (30) days after written notice to cure a nonmonetary default. No action may be maintained by Lessor against Tenant for such breach unless Tenant has failed to cure same within the applicable cure period. Notwithstanding the foregoing, in the event of a default by Tenant beyond the applicable cure period, Lessor will have the right to recover as damages from Tenant: (a) any amounts owing from Tenant to Lessor as of the date of the default together with interest on the overdue amount from the date when the same was payable until the date paid at a rate equal to the highest lawful rate of interest that Lessor may charge to Tenant, (b) all of Lessor's

expenses, including reasonable legal fees, incurred in recovering possession of the Premises and collecting the sums due from Tenant hereunder, and (c) liquidated damages equal to twelve (12) months of rent as then existing and the Lessor will have no further recourse of any type or kind, both in law and equity, against the Tenant. Lessor will also have the right to perform any obligation as to which a Tenant default has arisen, without being deemed to have cured such Tenant default and without liability to Tenant, and Tenant will reimburse Lessor for any cost and expense thus incurred promptly upon demand as damages hereunder.

18. In addition to the rights of termination given to both Lessor and Tenant in paragraph ten of , this Lease Agreement may be terminated without further liability on ninety (90) days prior written notice as follows: (i) by Tenant upon a default; or (ii) by Lessor upon a default of any covenant or term hereof by Tenant, which default is not cured within ninety (90) days of receipt of written notice of default; or (iii) by Tenant if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Tenant's equipment; or (iv) by Tenant if Tenant is unable to occupy and utilize the premises due to an action by the FCC; or (v) by Tenant if Tenant determines that the Property is not appropriate for its operations for technological reasons.

19. If the premises or Tenant's equipment is damaged, destroyed, or condemned or transferred in lieu of consideration, Tenant may elect to terminate the Lease Agreement as of the date of the damage or destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than ninety (90) days following the date of such damage or destruction, condemnation or transfer in lieu of such damage or destruction, condemnation or transfer in lieu of condemnation. If the Tenant chooses not to terminate this Lease Agreement, rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the premises.

20. Tenant agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Property in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or

regulation. To the extent permitted by law, Lessor and Tenant each agree to defend, indemnify, and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph.

As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive termination of the Lease Agreement.

21. If any provision of this Lease Agreement is invalid or unenforceable with respect to any party, the remainder of this Lease Agreement or the application of such provision to persons other than those to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. This Lease Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals this _____ day of _____ 2024.

WITNESS: Water Supply District of Acton

By its Commissioners:

WITNESS: Baldco, Inc.

Its President duly authorized

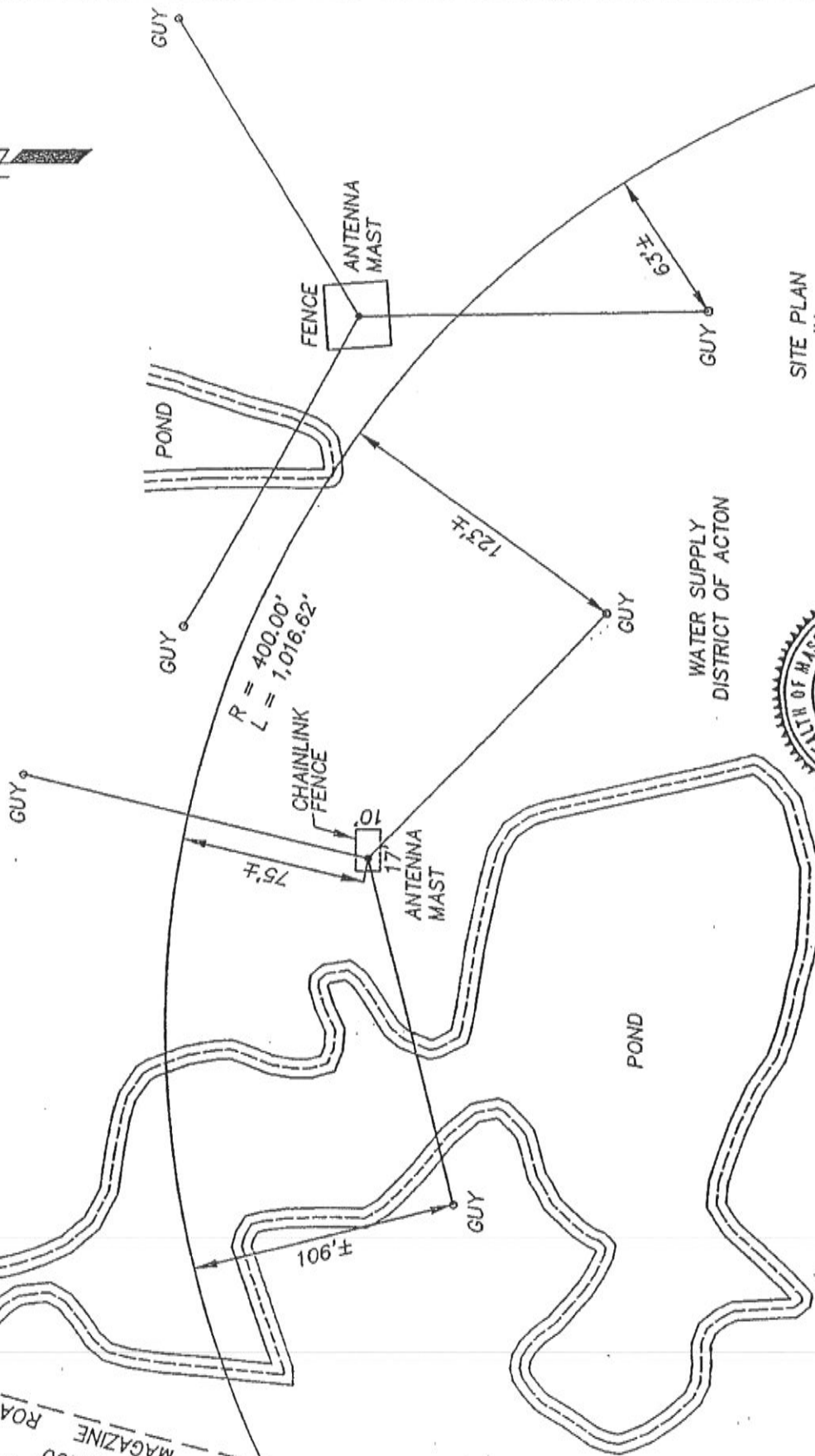
Attest _____

FILE NO. 2163

Year	Payment
1*	\$ 10,200.00
2*	\$ 10,200.00
3	\$ 10,200.00
4	\$ 10,506.00
5	\$ 10,821.18
6	\$ 11,145.82
7	\$ 11,480.19
8	\$ 11,824.60
9	\$ 12,179.33
10	\$ 12,544.71
11	\$ 12,921.05
12	\$ 13,308.69
13	\$ 13,707.95
14	\$ 14,119.19
15	\$ 14,542.76
16	\$ 14,979.04
17	\$ 15,428.42
18	\$ 15,891.27
19	\$ 16,368.01
20	\$ 16,859.05
*Rent waived per lease terms	

N/F ORCHARD HOUSE REALTY CORP

196.60'
MAGAZINE ROAD



SITE PLAN
IN
ACTON, MASS.
SEPTEMBER 14, 1998 SCALE 1" = 60'
PREPARED BY
P.N. ASSOCIATES, INC.
FRAMINGHAM, MASS.



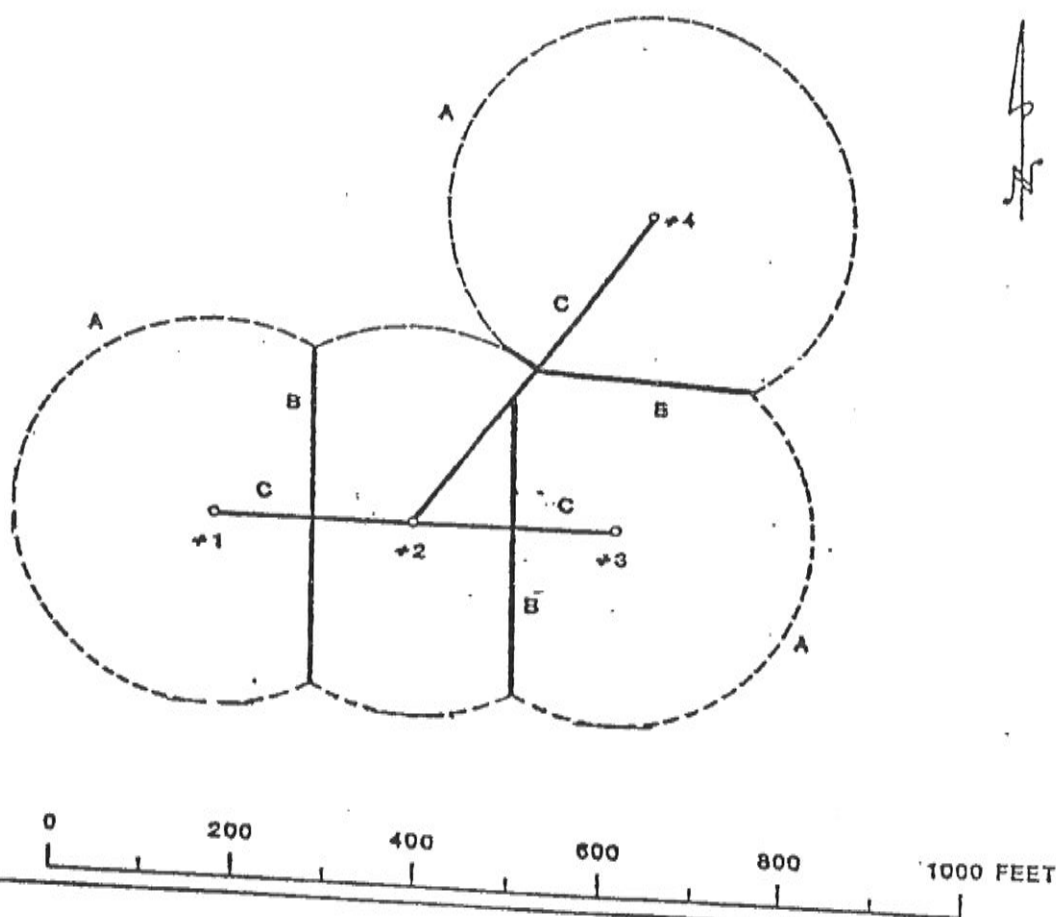
NOTE: THE PURPOSE OF THIS PLAN IS TO CONFIRM AND
ILLUSTRATE THE APPROXIMATE LOCATION OF GUY WIRES AND
ANTENNA MAST AS SHOWN ON PLAN 343 OF 1993

The antenna system consists of four lightweight, guyed vertical sections. Each section is triangular in shape, 18 inches wide, and 199 feet tall. Each section is surrounded by a buried ground system consisting of 0.102 inch diameter copper wires that extend from the base of each section like spokes of a bicycle wheel. The copper wires will be covered by approximately six inches of soil.

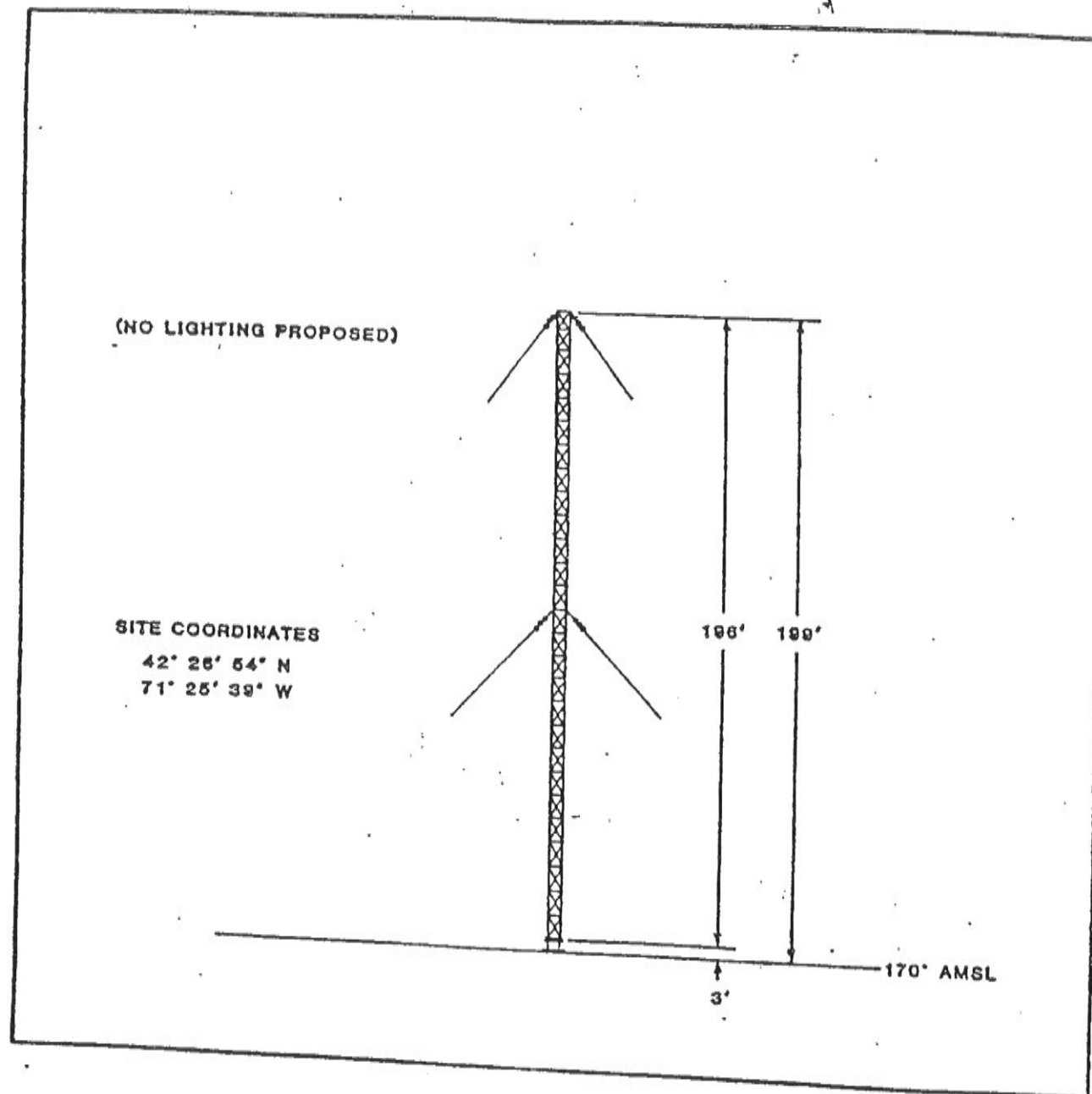
A - EXTENT OF GROUND RADIALS. 120 EVENLY SPACED, BURIED RADIALS, EACH 220 FEET IN LENGTH, WILL BE EMPLOYED FOR EACH TOWER.

B - 2 INCH WIDE COPPER STRAP TO WHICH RADIALS WILL BE BONDED.

C - 2 INCH WIDE COPPER STRAP BETWEEN BASES (COPPER STRAPS WILL BE BONDED AT POINTS WHERE THEY CROSS)



Arrangement Of Antenna And Ground System



Antenna Element

Minutes of March 15, 2023 Annual District Meeting

Held at
R.J. Grey Junior High School
16 Charter Road
Acton, Massachusetts 01720
6:00 PM.

Article 1. To fix salaries of the elected officials.

Unanimously Approved

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

Unanimously Approved

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, 2023 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.

Unanimously Approved

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

Unanimously Approved

Article 5. To see if the District will vote, pursuant to Massachusetts General Laws c.44, §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.

Unanimously Approved

Article 6. To see if the District will vote to transfer from Grace Stabilization Fund (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.

Approved by a 2/3rds Vote

Article 7. To see if the District will vote to transfer from Surplus Revenue the sum of \$100,000 to clean and rehabilitate existing wells throughout the District or to take any other action relative thereto.

Unanimously Approved

— Exhibit D —

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.

Unanimously Approved

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.

Unanimously Approved

Article 10. To see if the District will vote to transfer from Surplus Revenue 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.

Unanimously Approved

Article 11. To see if the District will vote to transfer from Surplus Revenue the sum of \$150,000 to Lights, Power, and Fuel for additional utility costs or to take any other action relative thereto.

Unanimously Approved

Article 12. To see if the District will appropriate \$400,000 or any other amount, to pay costs of improvements to the District's water system and water mains in Acton, as well as costs of a Lead Service Line Inventory and Replacement Plan; to determine whether this amount shall be raised by transfer from available funds, borrowing, which may include the borrowing of funds through the Massachusetts Clean Water Trust, or any combination thereof, or to take any other action relative thereto.

Approved by a 2/3rds Vote

Article 13. To see if the District will vote to transfer from Surplus Revenue the sum of \$25,104 to the Article 97 Stabilization Fund or to take any other action relative thereto.

Unanimously Approved

Article 14. To see if the District will vote to appropriate the sum of \$100,000 to fund the Mitigation Revolving Fund or take any other action relative thereto.

Unanimously Approved

Article 15. To see if the District will vote to transfer from the Other Post Employment Benefits Liability Trust Fund (OPEB) to Surplus Revenue the sum of \$84,325 to fund health insurance benefits for retirees to take any other action relative thereto.

Unanimously Approved to Amend the Article

Article 15 AMENDED. Amendment was made by John Petersen of 6 Jackson Drive. To see if the District will vote to transfer from the Other Post Employment Benefits Liability Trust Fund (OPEB) to the General Fund the sum of \$84,325 to fund health insurance benefits for retirees to take any other action relative thereto.

Amended Article Approved by a 2/3rds Vote

Article 16. To see if the District will vote to appropriate the sum of \$180,000 to acquire by purchase, gift, eminent domain, or otherwise, a parcel of land at 104 Powder Mill Road Rear and 36 Knox Trail owned by or formerly owned by Baldco Inc. containing a combined 18.27 acres of land, more or less, as shown in deeds recorded in Middlesex Registry (South) of Deeds in Book 28877, Page 294; Plan 343 of 1993 and Land Court Book 0119, Page 147, Plan No. 25398J, and to enter into a long term lease with Baldco, Inc. to lease back the land to maintain its existing radio towers; said land being acquired for the purposes of protecting the groundwater aquifers and recharge areas for District water supply wells, and conserving the land for watershed protection purposes, and for all things pertinent to its duties as a water district per its enabling act, Chapter 326 of the Acts of 1912, as amended, and under the provisions of Chapter 40 and Chapter 79 of the General Laws; to determine whether this appropriation shall be raised by borrowing or otherwise; or to take any other action relative thereto.

Approved by a 2/3rds Vote

Article 17. To see if the District will vote to appropriate the sum of \$2,400,000 for costs associated with construction of bedrock wells at 549 Main Street; to determine whether this amount shall be raised by borrowing or otherwise, which may include the borrowing of funds through the Massachusetts Clean Water Trust; or to take any other action relative thereto.

Approved by a 2/3rds Vote

Article 18. To see if the District will vote to appropriate the sum of \$4,900,000 to acquire by purchase, gift, eminent domain, or otherwise, a parcel of land at 549 Main Street, Acton, MA owned by or formerly owned by The Brewster Conant Trust - 2017, or its nominee and containing a combined 56.85 acres of land as described in the deed recorded in Book 74052, Page 584 and shown as Parcel 2A in a plan recorded in Book 25911, Page 35, and in Plan 1168 of 1995, all recorded in Middlesex Registry (South) of Deeds, and to grant a Conservation Restriction on the same land to the Town of Acton or other entity, said land being acquired for the purposes of protecting the groundwater aquifers and recharge areas for water supply wells, and conserving the land for watershed protection purposes, and for all things pertinent to its duties as a water district per its enabling act, Chapter 326 of the Acts of 1912, as amended, and under the provisions of Chapter 40 and Chapter 79 of the General Laws; and to determine whether this appropriation shall be raised by borrowing or otherwise. The Water Commissioners are authorized to apply for funds from any private or public grant or aid programs that may be available to defray costs of this project, which funds, if any, shall reduce the amount authorized to be borrowed for this purpose; or to take any other action relative thereto.

Approved by a 2/3rds Vote

Article 19. To see if the District will vote to appropriate the sum of \$8,700,000 for costs associated with construction of modifications to the permanent infrastructure at the South Acton Treatment Plant to accommodate installation of a PFAS treatment system; to determine whether this amount shall be raised by borrowing or otherwise, which may include the borrowing of funds through the Massachusetts Clean Water Trust; or to take any other action relative thereto.

Approved by a 2/3rds Vote

Article 20. To see if the District will vote to appropriate the sum of \$5,420,000 for costs associated with construction of modifications to the permanent infrastructure at the Central Acton Treatment Plant to accommodate installation of a PFAS treatment system; to determine whether this amount shall be raised by borrowing or otherwise, which may include the borrowing of funds through the Massachusetts Clean Water Trust; or to take any other action relative thereto.

Approved by a 2/3rds Vote

Article 21. To see if the District will vote to appropriate the sum of \$955,000 for costs associated with backwash upgrades at the Clapp/Whitcomb treatment plant; to determine whether this amount shall be raised by borrowing or otherwise, which may include the borrowing of funds through the Massachusetts Clean Water Trust; or to take any other action relative thereto.

Approved by a 2/3rds Vote

Article 22. To see if the District will vote to amend the District Bylaws, pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53E½, Revolving Funds, as most recently amended by Section 86 of Chapter 218 of the Acts of 2016, the Municipal Modernization Act, by inserting the following section entitled "District Revolving Fund for New Service Meter Installations" or take any other action relative thereto.

"District Revolving Fund for New Service Meter Installations

1. Purpose. This bylaw establishes and authorizes a revolving fund for use by the District in connection with new service meter installation fees, charges or other receipts. The fund will be credited with all fees charged for new service meter installations. Expenditures will be authorized by the District Manager and will not exceed \$100,000. This revolving fund is established under and governed by Massachusetts General Laws Chapter 44, Section 53E½.

2. Expenditure Limitations. The revolving fund is established and authorized by this bylaw subject to the following limitations:

- No liability shall be incurred in excess of the available balance of the fund.
- The total amount spent during a fiscal year shall not exceed the amount authorized by District Meeting on or before July 1 of that fiscal year, or any increased amount of that authorization that is later approved during that fiscal year by the Water Commissioners.

3. Interest. Interest earned on monies credited to a revolving fund established by this bylaw shall be credited to the General Fund.

4. Procedures and Reports. Except as provided in Massachusetts General Laws Chapter 44, Section 53E½ and this bylaw, the laws, charter provisions, bylaws, rules, regulations, policies or procedures that govern the receipt and custody of District monies and the expenditure and payment of District funds shall apply to the use of a revolving fund established and authorized by this bylaw. The District Treasurer shall include a statement on the collections credited to

each fund, the encumbrances and expenditures charged to the fund and the balance available for expenditure in the regular report the District Treasurer provides."

Unanimously Approved

Article 23. 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 New Service Meter Installations," or to take any other action relative thereto.

Unanimously Approved

Article 24. To see if the District will vote to appropriate the sum of \$25,000 from free cash to fund the District Revolving Fund for New Service Meter Installations or to take any other action relative thereto.

Unanimously Approved

Article 25. Non-Binding Resolution: Water Rate Study To determine whether the Annual Meeting shall request that the Acton Water District, as part of its next 5-yearly Master Plan update or through another timely mechanism, commission an external expert study of options for structuring future water rates, with the goal of generating sufficient revenue to cover operations, maintenance, and debt service, while strongly encouraging water conservation and keeping water affordable for low-income Acton residents.

Unanimously Approved

Motion to dissolve the meeting at 7:56 PM was seconded and unanimously approved.

