

# Water Supply District of Acton

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## Board of Water Commissioners

### Meeting Agenda

**Monday, August 11, 2025 @ 7:00 PM**

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

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- **Comments from the public**
- **Approve minutes from the meeting of 7/21**
- **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
- RFP for Nagog Hill Tank Cell Tower Lease

#### **NEW BUSINESS:**

- Discuss Customer Request for Eliminating Fixed Debt Fee
- AT&T Request for Reduced Rent at Great Hill Cell Tower
- Outdoor Water Use Restrictions Effective 7/26/25-8/8/25
- Annual Review of District Manager

**EXECUTIVE SESSION:** To conduct strategy sessions for contract negotiations with nonunion personnel.

*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, July 21, 2025 @ 7:00 PM

- Comments from the public
- Approve minutes from the meeting of 7/7
- 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
- Annual Audit

NEW BUSINESS:

- Discussion of Public Hours of District Office
- Route 2 Main Break
- OPEB Trust Roll Forward Report

**Present at Tonight's Meeting:**

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

Finance Committee: John Petersen

District Manager: Matthew Mostoller

Treasurer/Collector: Christine McCarthy

Deputy District Manager: Corey Godfrey

Public: Ron Parenti, Kim Kastens

## **START OF MINUTES**

Mr. Stuntz opened the meeting at 7:00.

### **Comments from the public**

None at this time.

### **Approve minutes from the meeting of 7/7**

Mr. Rosen motioned to approve the minutes of 7/7/25. Ms. Lin seconded, and the motion was unanimously approved via a roll call vote, Ms. Lin, Mr. Rosen, Mr. Stuntz.

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

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

### **OLD BUSINESS:**

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

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

Mr. Mostoller reported no new sample data; July sample results will be ready for the next meeting.

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

Mr. Mostoller reported to the board that both projects are making progress. This week they are selecting the interior paint for the Center Acton building. They will also have a coordinating meeting regarding the startup of the Bedrock Wells. There is still no response from MassDEP regarding the previous request on an early activation.

On the South Acton project, they are waiting for the concrete to cure and have worked through the backlog of clarifications and changes to the design to reflect what the District needs for operational ease, and things that would not have worked in the field.

### **Annual Audit**

Ms. McCarthy reported that the annual audit is going well. The only potential delay is due to some reporting from the retirement system that is not yet available. The auditors have been informed, and they will compile what they can. They did receive federal reimbursements from the Clean Water Trust for both the South and Center projects. The

auditors reported that they don't think this will affect FY 25 since the funds were received after June 30<sup>th</sup> and they go by the date received. Because of this, this will most likely trigger a single audit for FY 26.

## **NEW BUSINESS:**

### **Discussion of Public Hours of District Office**

Mr. Mostoller wanted to bring this topic before the board to gauge their thoughts. Currently the front office hours are 7:30 a.m. to 4:00 p.m. Since Covid, however, Mr. Mostoller has noticed a decline in foot traffic and phone calls, many of which are now being made digitally via the WaterSmart portal, or via email. Overall, their in-person contact with customers is very low.

The Town of Acton, seeing similar trends, recently reduced their public-facing hours. Mr. Mostoller commented that if the District decided to pursue a similar reduction it may result in better staffing for those public facing hours. Mr. Mostoller wanted to bring this idea to the board for discussion.

Mr. Stuntz asked how the Town's hours have changed. Mr. Mostoller did not have the exact times, but the Town did roll back their late hours on Tuesday evenings. Mr. Mostoller commented that this would just be a change of public-facing hours, management staff, and operations would still have their own schedule.

Mr. Rosen asked how many people they see at the office on average before 9:00 a.m. Mr. Mostoller responded that when he started working for the District it was not uncommon for people to be waiting outside at 7:30 a.m. however, they do not see that anymore. Mr. Mostoller responded that he would be amazed if they had 2-3 people arrive before 9 a.m. and that 9:30 or 10:00 to 2:30 tends to be the busiest.

Ms. Lin asked if there's a time of day when they get more calls. Mr. Mostoller said the only busy time for calls is if there's a problem with the system, like a water main break or a public notice being sent to customers. Mr. Mostoller added that project discussions, final reading processes, and other activities are often entirely virtual now.

Ms. Lin asked if Mr. Mostoller has any suggested targets for where he thinks reductions may work best. Mr. Mostoller responded that at minimum, starting at 8 or 8:30 would work, and possibly ending at 3:00 instead of 4:00 in the afternoon, as he's seen very little, if any, foot traffic in the 3:00 hour.

Ms. Lin asked if Mr. Mostoller's thoughts on this include any seasonality, to which he replied, no.

Mr. Stunz commented that he would be comfortable with a reasonable reduction in hours. Mr. Rosen agreed that he doesn't see a problem with making a reasonable change that would not impact when customers are already choosing to visit the office.

Mr. Mostoller added that the District will continue to be 24/7 and we always have someone on call so this alteration in public hours will not affect their immediate response structure. It primarily comes down to customer bill payment and occasionally helping people with rebate applications or the senior discount.

Ms. Lin asked if there would be cost savings associated with this change. Mr. Mostoller responded that there could be cost savings on the administrative staff, but if the consensus was that the board was interested, Mr. Mostoller and Ms. McCarthy would look more closely at how a reduction could impact costs. A possible reduction would be to reduce the FTE from 2 to 1.5, while looking at core business functions, and how much time is spent on that versus customer service.

Mr. John Petersen commented that for the Town's hours adjustment they can extend the end of the day to accommodate later working hours. He also added that they could preserve the 7:30 start for 1 or two days in case people need to visit before work. Mr. Petersen also commented that he would be comfortable with not opening on Fridays as long as whatever changes either increased productivity or provided cost savings.

### **Route 2 Main Break**

Mr. Mostoller reported on the recent Route 2 water main break. They received a phone call in the afternoon about low water pressure and went out driving around the neighborhood to look for the problem. They eventually found the break between the travel lanes on Route 2 during rush hour. They were able to shut down the area and begin excavating. Due to reduced manpower because of staff vacations, and the time sensitivity of working in a high traffic area, Mr. Mostoller brought in a contractor to work alongside District personnel, which is a rare occurrence. Around 2:30 a.m. they made the difficult decision to stop work and regroup as they had only just found the water main at 10 feet deep, and they were experiencing conflict with the traffic signals in the area.

The District worked with MassDOT to remove the traffic signals to continue working safely, they filled in the site and made plans to return Sunday evening. They waited until 8:00pm to close the area and brought in the contractor again because they knew at this depth the contractor would be able to provide a safer and more efficient work site. Mr. Mostoller commented that typically water mains are 4.5 to 7 feet deep, so this main at 10 feet deep was very unusual.

Between the staff overtime on that break and the contractor work, this event will be a significant investment in water main emergency repair. Ultimately, they ended up replacing 26 feet of water main. Typically, when the District experiences a break, they have a small crack that they can resolve with a wrap around, or they can do 2 to 4 feet of section replacement. The 26 feet of replacement is a very catastrophic scale and constitutes a very high cost early on in a tight fiscal year.

Later that day they had another break on private property, and another break in the vicinity of Route 2, but unrelated to the Route 2 break. Crews worked very hard to make repairs very quickly. Mr. Mostoller thanked the crew for their hard work on these issues.

Mr. Mostoller acknowledged the relative lack of water main improvement planning while the District has been using its resources to address PFAS. The District has been evaluating where they are seeing more frequent breaks and looking where those locations may overlap with other upcoming projects from the Town of Acton or MassDOT.

Mr. Mostoller then shared his screen to show a segment of road where MassDOT has a proposed crossover project for 2030. The map stretched from Piper Road to Taylor Road. Mr. Mostoller proposed that if MassDOT is expected to work in that area, it makes sense for the District to use that opportunity to do a relining, rehabilitation, or replacement of the water main in that location either before or in conjunction with the MassDOT project.

Mr. Mostoller added that from Mass Ave where the Kelly's Corner improvements end, to the middle of the intersection, MassDOT has proposed new turning lanes. This area covers 1,900 feet of water main.

Similar to what the District has done for Kelly's Corner, Mr. Mostoller would like the District to consider how they can join up with the MassDOT work and either make improvements or see if the state is willing to include any costs for water mains. Ideally this would prevent disruptions while improving District infrastructure.

With the recent Route 2 break, the tie card for that section had listed a 6-foot depth. It's possible that the extra four feet of elevation came from other projects and improvements. That is yet another reason to advocate for joint work between organizations with infrastructure in the same area. Mr. Mostoller asked for the District to reach out to their legislative delegation to get better outcomes on these objectives.

Mr. Stuntz asked if they would like a letter to Senator Eldridge, to which Mr. Mostoller affirmed and added it would be good to put on their radar. Recently MassDOT did an outreach session in Acton in June which was well attended. Mr. Mostoller has been in contact with some people from MassDOT in recent weeks. His perspective from those

conversations is that they are reluctant to add a specific utility to projects, but they did see the havoc from these recent breaks in the area.

Mr. Mostoller continued to explain the limits of what the District can do on its own, and how they are often playing whack-a-mole with issues as they arise. He acknowledged the role of the Master Plan in planning, but the District cannot be everywhere at once.

Mr. Stuntz asked how many gallons they think this Route 2 break cost them. Mr. Mostoller responded that they are still working on the final numbers, but early estimate would be between ½ to 1 million gallons of water, partially due to the half hour it took to shut it down, and the nature of the break.

The board was in agreement with Mr. Mostoller's suggestion.

Mr. Petersen asked what kind of data they collect for water main breaks. Mr. Mostoller explained that they look at the age of the pipe, material, size, depth, kind of break, soil conditions, if the break was tied to a known event. With this Route 2 break, vibrations from the nearby paving could have contributed to the failure. Mr. Petersen asked what happens with that collected data. Mr. Mostoller explained it's kept in a spreadsheet that is used to inform the Master Plan Update. Mr. Petersen asked if they collect information about the cost of the incident. Mr. Mostoller explained they don't usually collect that, but they have a general idea especially when there's a large impact event. He explained most water main breaks have minimal additional cost to the District when they're repaired in house.

Mr. Mostoller and the board discussed who they would send a letter to in the delegation.

### **OPEB Trust Roll Forward Report**

Ms. McCarthy reported to the board that OPEB is 95% funded in FY 25. This is much better than FY 24 where it was funded 76%. The pause from withdrawing seems to be working in their favor. They are considering how to plan for FY 27.

Mr. Petersen commented that he was pleased to see OPEB in good condition and asked what the current number of retirees covered is. Ms. McCarthy did not have the exact number on hand but said it's around 15, and there were no changes.

Mr. Petersen commented that he was very impressed with the exact precision applied to the change in the discount rate.

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

**Meeting Closed at 7:40 p.m.**

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
February 26, 2025	Not Sampled	Not Sampled	ND	14.3
March 10, 2025	Not Sampled	10	ND	15.5
April 28, 2025	Not Sampled	11.7	ND	17.4
May 7, 2025	Not Sampled	13.3	ND	12.2
June 16, 2025	Not Sampled	10.3	ND	17.8
July 21, 2025	Not Sampled	14.5	ND	18.6

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

For Space on Land

at 287 Nagog Hill Road, Acton, Massachusetts

for a Wireless Communications Facility

This LEASE AGREEMENT (this “Lease”) is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Water Supply District of Acton, a Massachusetts municipal corporation, with an address of 693 Massachusetts Avenue, Acton, Massachusetts (“Landlord”), and TOWERCO VI, LLC, a Delaware limited liability company and duly licensed personal wireless service provider, with an address of 5000 Valleystone Drive, Cary, North Carolina (“Tenant”).

1. PREMISES: The leased premises consists of approximately two thousand five hundred (2,500) square feet of land (the “Premises”) at the real property located at and known as 287 Nagog Hill Road, Acton, Massachusetts (the “Property”). A legal description of the Property is attached hereto as Exhibit A. A plan showing the location of the Premises is attached hereto as Exhibit B. Tenant acknowledges that a water tank (the “Water Tank”) is located on the Property, as shown on Exhibit B. Subject to the terms and conditions set forth herein, Tenant hereby leases the Premises from Landlord, together with the non-exclusive right over, under and along a right of way across a portion of the Property, as described in Exhibit B attached hereto, (a) for ingress and egress, on foot or motor vehicles, and (b) for the installation and maintenance of utility wires, cables, conduits and pipes, all subject to the terms and conditions set forth herein.

2. PERMITTED USE: The Premises may only be used by Tenant, and any subtenants and licensees permitted herein, for the transmission and receipt of wireless communication signals, as well as the construction, maintenance, and operation of towers, antennas, and other facilities necessary for such use (collectively, the “Facility”), subject to full compliance with all applicable laws. Tenant shall ensure that the use of the Facility by Tenant and any subtenants and licensees permitted herein does not interfere with the Town of Acton communication systems, including those utilized by the Town of Acton police and fire departments.

3. TERM: The initial term of this Lease (the "Term") shall be five (5) years (sixty (60) full calendar months) commencing on the first day of the month following the date Tenant is granted a building permit for the construction of the Facility by the governmental agency charged with issuing such permits (the "Commencement Date"). Tenant shall have the right to extend the Term for up to three (3) consecutive periods of five (5) years upon written notice delivered to Landlord at least twelve (12) full calendar months prior to then-existing expiration date of the Term. Tenant shall be entitled to terminate this Lease any time prior to the expiration of the Term upon ninety (90) days' prior written notice demonstrating to Landlord's reasonable satisfaction that Tenant's local, state or federal license to operate has been revoked or has expired through no fault of Tenant or that other adverse government action outside of Tenant's control prevents Tenant from commencing or continuing to operate its equipment and provide service to its customers.

4. RENT: The initial annual rent to be paid by Tenant to Landlord is Thirty Six Thousand Dollars (\$36,000), payable in equal monthly installments of Three Thousand Dollars (\$3000), in advance, on or before the first day of each calendar month during the Term. On each anniversary of the Commencement Date during the Term, the annual rent shall be increased by two percent (2%) of the annual rent in effect for the prior year. Tenant's rental obligation hereunder is absolute, without any right to withhold or deduct for any claimed offset or breach on Landlord's part. Tenant agrees that if any monthly installment of rent or any other sum due herein is not paid within five (5) days following written notice to Tenant of its failure to pay, a late charge shall be imposed in an amount equal to five percent (5%) of the unpaid amount; provided, however, that after Landlord shall have given Tenant notice of such failure to pay when due two (2) times during any twelve (12) month period, a late charge shall thereafter be paid upon any amount not paid when due without the necessity of Landlord providing Tenant with any notice of same. The amount of the late charge to be paid by Tenant shall be reassessed and added to Tenant's obligation for each successive monthly period until paid. The provisions of this Section shall in no way relieve Tenant of the obligation to pay the monthly installments of rent or other payments on or before the date on which they are due, nor do the terms of this Section in any way affect Landlord's remedies otherwise provided herein in the event said monthly installments of rent or other payment is unpaid after date due.

5. UTILITIES AND SITE ACCESS: As a material inducement to Landlord entering this Lease, Tenant agrees that Tenant shall, at Tenant's sole cost and expense, install underground electrical improvements, in the areas designated on Exhibit B, necessary to supply the Facility with electricity, and in connection with this work, Tenant shall extend the underground electrical improvements to the Water Tank as shown on Exhibit B. Landlord hereby authorizes Tenant, at Tenant's sole expense, to perform excavation for electrical improvements and otherwise perform site work subject to Landlord's prior review and approval of the work, which approval shall not be unreasonably withheld, conditioned, or delayed. If permitted by the local utility company servicing the Premises, Tenant shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by the Facility. During any power interruption at the Premises, Tenant shall be permitted to install, maintain, and provide access to and use of, as necessary, a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in locations approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. Tenant shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises, provided that any such conduits or related appurtenances do not interfere with access to or operation of the Water Tank.

6. TAXES: Tenant shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property that result from Tenant's use of the Premises or the installation, maintenance and operation of the Facility, and any sales tax imposed on the rent (except to the extent that Tenant is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located).

Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which Tenant is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment.

7. ALTERATIONS: Before commencing any work at the Premises or Property to perform the initial construction or installation of the Facility or related equipment, the required initial electrical improvements, or perform any Material Change, as defined below, Tenant

shall furnish the following to Landlord for Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed: (i) sealed engineering drawings signed by a licensed professional engineer; and (ii) unless waived by Landlord in writing, an updated structural analysis of the Facility. If Landlord has not approved these requirements within forty-five (45) days from submission by Tenant, subject to extension as Landlord may require, the submission shall be deemed approved. As used herein, a "Material Change" shall mean any change, modification, alteration or addition which materially impacts the structural integrity of the Facility or changes the visual aesthetics of the Facility. Any other work performed at the Facility, which is performed in ordinary due course for a wireless tower facility (installation or modification of equipment) shall not require Landlord's prior consent or approval. The Facility and related equipment shall remain Tenant's property, subject to Tenant's compliance with the provisions of this Lease and Landlord's remedies in the event of Tenant's default as specified herein.

8. MAINTENANCE: Tenant shall, at Tenant's sole cost and expense, maintain the Facility and all of Tenant's equipment at the Premises in good repair.

9. CO-LOCATION: Tenant shall have the right, with the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed, to license or sublease a portion of the Facility, for the permitted use set forth in Section 2, to qualified wireless carriers, provided that, during the period of any third-party use of the Facility, Tenant shall be required to pay Landlord, as additional rent, co-location rent in the amount of Six Hundred Dollars (\$600) per month for each additional Major wireless carrier of the Facility and Three Hundred Dollars (\$300) per month for each user other than a Major wireless carrier of the Facility.

10. ASSIGNMENT: Tenant may assign this Lease, without Landlord's consent, to Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. As to other parties, this Lease may not be sold, assigned, or transferred without the written consent of the Landlord, which consent will not be unreasonably withheld, delayed, or conditioned. Upon request by Landlord, the assignee or transferee shall provide Landlord with documentation evidencing that such assignee or transferee has the financial ability to perform all of Tenant's obligations hereunder. No

change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder.

11. **LIABILITY INSURANCE:** Tenant shall, at Tenant's expense, obtain and keep in force during the Term, including any extensions thereof, a policy of commercial general liability for bodily injury and property damage insurance, insuring Tenant and including Landlord as an additional insured on a primary and non-contributory basis, against any claim of liability arising out of the use or occupancy of the Premises. Such insurance shall further provide coverage of two million dollars (\$2,000,000) combined single limit each occurrence. Coverage will be subject to review and reasonable increase at the request of Landlord every five (5) years.

Certificates of such insurance shall be delivered to Landlord at the Commencement Date, and certificates of renewals or replacements thereafter shall be furnished to Landlord no later than ten (10) days prior the expiration date of each such insurance policy. Upon receipt of notice from its insurer, Tenant shall use its best efforts to provide Landlord with thirty (30) days' prior written notice of cancellation or non-renewal of such policy.

12. **INDEMNIFICATION:** Tenant agrees to indemnify, hold harmless and defend Landlord from and against any and all liability, loss, damage or expense, including reasonable attorney's fees, caused by Tenant's activities at the Property, including but not limited to Tenant's construction, installation, maintenance and repair of the Facility and related equipment, damage to the Water Tank from Tenant's activities or action, contamination Tenant causes to the public water supply, injury or damage to Tenant's employees, contractors or other third parties or to Tenant's property caused by Tenant, except to the extent occasioned by the negligence or willful misconduct of the Landlord or its employees, PROVIDED THAT this provision shall not apply to the extent that coverage is afforded by either Tenant's or Landlord's general liability insurance carrier; and PROVIDED FURTHER THAT Landlord and Tenant shall each instruct their respective insurers to waive any right of recovery by way of subrogation arising from an insurer's payment of a covered loss.

13. **SURETY REQUIREMENTS:** Tenant shall provide a bond, evidence of insurance coverage, or other surety satisfactory to Landlord in the amount of Seventy Five Thousand

Dollars (\$75,000) to secure Tenant's performance of its obligations hereunder, including but not limited to its obligations not to impair the structural integrity of the Water Tank, not to contaminate the public water supply and to remove all its equipment at the termination of the Lease.

14. TENANT'S OBLIGATIONS UPON TERMINATION OF LEASE: Tenant at the termination of the Lease term shall peaceably surrender the Premises and shall remove the Facility and all other equipment from the Premises and restore the Premises to the condition it was in prior to the Commencement Date within sixty (60) days following said termination.

15. ENVIRONMENTAL: Tenant shall not use, store, or dispose of hazardous materials, as defined by federal statute, M.G.L. Chapter 21E, and federal and state regulations, in violation of any applicable law. Tenant will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to its use and occupancy of the Premises, unless such conditions or concerns are caused by the specific activities of Landlord in the Premises with Landlord being responsible for activity formerly conducted on the Property prior to the Commencement Date.

16. TENANT'S DEFAULT AND LANDLORD'S REMEDIES: This Lease is made on the condition that if Tenant should neglect or fail to pay the rent due hereunder within ten (10) days after receipt by Tenant of notice from Landlord of such nonpayment, or if the Tenant shall neglect or fail to perform or observe any of the other terms, provisions, conditions or covenants herein contained and on the Tenant's part to be performed or observed for a period of thirty (30) days after receipt by the Tenant of notice of such neglect or failure; provided that Tenant shall have such extended period as may be required beyond thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Tenant commences the cure within the initial thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, or if any assignment shall be made of the Tenant's property for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of all or any part of the Tenant's property by a Court of competent jurisdiction, or if a petition is filed by the Tenant

under any bankruptcy laws for relief or composition of its debts, or if the Tenant is declared bankrupt then, and in any of said cases, the Landlord lawfully may immediately or at any time thereafter and without demand or notice enter upon the Premises or any part thereof in the name of the whole and repossess the same, including all equipment and trade fixtures therein or annexed thereto, as of the Landlord's former estate and expel the Tenant and those claiming through or under the Tenant and remove its effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or proceeding breach of covenants, and upon or before such entry, may terminate this Lease; and the Tenant covenants in case of such termination to pay and be liable for, on the days originally fixed for the payment thereof, amounts equal to the several installments of rent and other charges reserved as would under the terms of this Lease become due for the remainder of the then current Term if this Lease had not been terminated or if Landlord had not entered or reentered as aforesaid, and Tenant covenants to pay and be liable for all losses and damages suffered by reason of such termination, including, but not limited to, the reasonable documented costs of legal counsel retained by the Landlord and all reasonable documented expenses of the Landlord for enforcement hereunder. In addition to the foregoing, if any payment of rent or other amount due herein shall not be paid when due, Landlord may impose, at its election, interest on the overdue amount from the date when the same was payable until the date paid at a rate equal to the lesser of (a) eighteen percent (18%) per annum, or (b) the highest lawful rate of interest that Landlord may charge to Tenant without violating any applicable law. Such interest shall constitute additional rent payable hereunder. In addition to all other legal and equitable remedies, Landlord shall have the right to remove the Facility and other equipment at Tenant's expense, and the right to declare the Facility and other equipment abandoned and take ownership thereof, all without liability to Landlord. Landlord shall also have the right to declare any surety forfeited and to apply same to any reasonable documented expenses Landlord incurs on account of Tenant's default.

17. NOTICES: Any notices required hereunder shall be in writing and served by in-hand delivery, certified mail, return-receipt requested, in the case of Landlord, to:

Water Supply District of Acton  
693 Massachusetts Avenue, P.O. Box 953  
Acton, MA 01720

Attn: District Manager

and, in the case of Tenant, to:

TowerCo VI, LLC

5000 Vallestone Drive

Cary, North Carolina 27519

Attn: Property Management

Site ID #: MA0086

18. APPLICABLE LAW AND VENUE: This Lease shall be interpreted in all respects according to the law of the Commonwealth of Massachusetts. Any judicial proceeding relating to this Lease or any of the parties' rights or obligations hereunder shall be brought only in the Massachusetts Trial Court: Superior Court Department, Middlesex County or District Court Department, the United States Federal Courts for the District of Massachusetts or the United States Supreme Court.

19. QUIET ENJOYMENT. Subject to the express provisions of this Lease, Landlord covenants that Tenant, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

20. MISCELLANEOUS: This Lease represents the full and complete agreement and understanding of the parties; all prior and contemporaneous agreements are merged herein. Any modifications of the terms of this Lease shall only be effective if in writing and signed by the duly- authorized representatives of both Landlord and Tenant. This Lease shall be binding upon and shall inure to the benefit of the parties' respective representatives, successors, transferees and assigns. The captions contained herein are for convenience only, do not form a part of the Lease and shall have no legal effect.

[Signatures on the following page]



WITNESS our hands and seals the date above written.

LANDLORD

WATER SUPPLY DISTRICT OF ACTON,  
by its Board of Water Commissioners

By: \_\_\_\_\_

Name: Matthew Mostoller

Title: District Manager, as authorized by vote of the Board of Water Commissioners on  
August 11, 2025

Date:

TENANT

By: \_\_\_\_\_

Name:

Title:

Date:

## EXHIBIT A

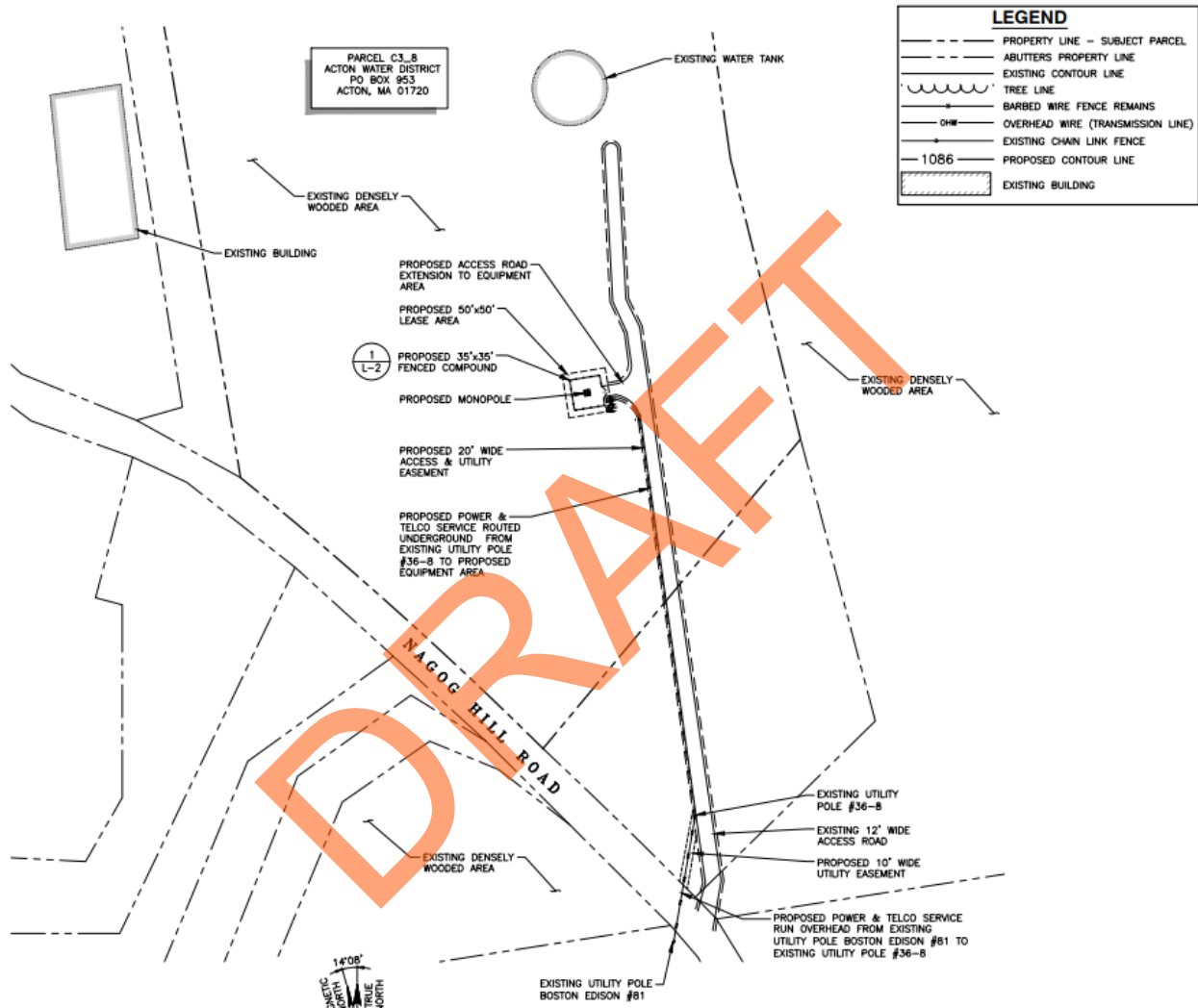
### DESCRIPTION OF THE PROPERTY

The land in Acton, Massachusetts, shown as “Parcel of Land to be Acquired” on a plan entitled “Proposed Location 3 M G Reservoir, Water Supply District of Acton, Acton, Mass.” dated September 1973, prepared by Dufresne-Henry Engineering Corp., and recorded with the Middlesex South Registry of Deeds as Plan 87 of 1974, containing approximately 26.5 acres of land, according to said plan.

DRAFT

## EXHIBIT B

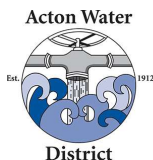
### PLAN OF THE PREMISES, THE WATER TANK, AND SURROUNDING IMPROVEMENTS



## Matt Mostoller

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**From:** Acton Water District [REDACTED]  
**Sent:** Friday, August 8, 2025 11:31 AM  
**To:** Matt Mostoller  
**Subject:** Level 2 Water Use Restriction in Effect [test]



Dear April,

Effective August 8th, the Acton Water District will reduce the current Level 3 Water Use restrictions to Level 2. This change allows for nonessential outdoor water use two days per week, before 7AM or after 7PM. Outdoor water use days have been assigned geographically, with each quadrant permitted to use water outdoors on one weekday and one weekend day. To find your watering days using our interactive map or address search tool, please visit <https://www.actonwater.com/conservation/outdoor-water-restrictions>.

Watering of lawns, gardens, and ornamental plantings using a hand held spring-loaded hose nozzle is not subject to mandatory restrictions, nor is watering with harvested rainwater, a private well, or other privately owned water source. No outdoor water use is permitted on Mondays. Violations will be subject to a fine of up to \$200 per incident.

This adjustment is based on the District's Water Management Act Permit, which requires monitoring of the stream gage on Nashoba Brook in North Acton. The gage has remained above the 7-day low flow threshold of 0.57 cubic feet per second (cu ft/s) for seven consecutive days, allowing for eased restrictions. If the stream gage falls below 0.57 cu ft/s for three consecutive days, Level 3 restrictions (one day per week outdoor water use) will be reinstated. If this occurs, updates will be shared via our website, WaterSmart program, and social media (@ActonWater on Facebook and Twitter).

We appreciate your ongoing cooperation and efforts to use Acton's water resources wisely.

Thanks for caring about your water use,  
Matthew Mostoller  
Acton Water District