

AGENDA
SELECT BOARD
November 23, 2021
7:00 p.m.
Town Building & Zoom

The public may attend the Select Board meetings in-person or may continue to participate via remote Zoom access. Until further notice, all visitors are required to wear a mask regardless of vaccination status.

Join Zoom Meeting


<https://zoom.us/j/97315616425?pwd=UnoxeFJhZjBldWJQYWlITlVmQUxOdz09>

Meeting ID: 973 1561 6425

Passcode: 775293

1. Public input
2. Board Members comments
3. Recognition
4. Town Administrator's Report
5. Discussion and Possible Vote
 - Police Department Commendation Policy – Chief Sallese
 - Covid Vaccination Policy Update
 - 2022 Common Victualer renewals
 1. 29 Culinary, LLC, dba Nan's Market, 271 Great Road
 2. Stow LLC, dba Dunkin Donuts, Stow Plaza
 - Class II license renewals
 1. Car Lot Express, 92 Great Road
 2. Chapel Partners, Inc, 102 Great Road
 3. Dover Speed Shop LLC, 370 Hudson Road
 4. Hudson Road Automotive, 383 Hudson Road
 5. Import Export of Boston, 8 Whitman Street
 6. Patterson Auto Body, Inc, 18 Great Road
 7. YOLO MOTO Co., 92 Great Road
 - Approve and Sign the Stow Acres South Course Purchase and Sale Agreement and Vote to Sign the final Conservation Restriction when finalized by the State
6. Strategic Planning
 - Continued policy discussion, if any
 - Continued Workplan and Goals, if any
7. Meeting Minutes
 - November 9, 2021
8. Correspondence
9. Executive Session
 - Pursuant to MGL c. 30A, sec. 21(a)(3) for the purpose of reviewing Executive Session minutes and also pursuant to MGL c. 30A, sec.21 (a) (2), to conduct strategy sessions in preparation for negotiations with John P. Benoit, for the position of Fire Chief.
10. Adjournment

Posted Friday, 11/19/2021

 1:30 p.m.

DISCUSSION & POSSIBLE VOTE

Police Department Commendation Policy

Commendation

POLICY & PROCEDURE NO. 9.04	DATE: _____
	EFFECTIVE DATE: _____
MASSACHUSETTS POLICE ACCREDITATION STANDARDS REFERENCED:	REVISION DATE: _____

POLICY

As essential as it is for a police department to have an effective internal disciplinary process, it is equally important to have a positive program of awarding commendations for outstanding duty performance. This is the means by which deserving officers/dispatchers or civilian employees can receive official recognition for their accomplishments.

- A. Any meritorious act or action performed by an officer/dispatcher or civilian employee which is considered to be above and beyond the performance of routine duty, shall be reported in writing to the Chief of Police by any Officer/Dispatcher concerned, with their recommendation for commendation. A meritorious act or action may be reported to the department and forwarded to the Chief by a citizen.
- B. The following categories of acts or actions will be considered for commendation:
 - 1. The personal display of extraordinary courage and valor in the performance of police duty.
 - 2. The exemplary performance of meritorious police service to the community.
 - 3. The performance of outstanding and exceptional service to the Stow Police Department.
- C. **LETTER OF COMMENDATION:** The basic award of the department is a Letter of Commendation, written on a standard Stow Police Department letterhead, signed by the Chief of Police and outlining the reasons for the award.
- D. **RIBBON OF COMMENDATION:** A "Ribbon of Commendation" is awarded for superlative and distinguished performance of police duty. Each recipient of a "Ribbon of Commendation" shall receive a ribbon insignia to be displayed on their uniform

denoting their award. A “Letter of Commendation” accompanies a “Ribbon of Commendation” and sets forth the circumstances and the basis for the award. A “Ribbon of Commendation” can be issued for “Service to the Department”, “Service to the Community”, and “Valor”.



- E. **MEDAL OF COMMENDATION:** Is an award given to those individuals who perform exceptional acts or actions above the normal call of duty. A recipient of a “Medal of Commendation” will be awarded a commemorative medal for their distinguished service. They will also receive a ribbon insignia for display on their uniform representing their medal award and a “Letter of Commendation” detailing the circumstances of the award. A “Medal of Commendation” can be awarded for “Service to the Department”, Service to the Community”, or “Valor”.



- F. **MEDAL OF HONOR:** The “Medal of Honor” is the highest award given by this department. It is bestowed upon an employee who sacrifices his or her life in the protection of the lives of others. This award is presented posthumously to the surviving family of the fallen officer.



- G. All official commendations will be noted on the police log, posted on the department bulletin board and a copy placed in the commended officer’s/dispatcher’s personnel file.
- H. **CITIZEN COMMENDATION:** When appropriate, signed by the Chief of Police, may be awarded to a citizen who has performed a commendable and laudable act or action which has been of aid and assistance to the Stow Police Department or to an officer in the performance of police duty.

2022 Common Victualer Renewals

THE COMMONWEALTH OF MASSACHUSETTS

**TOWN OF STOW
SELECT BOARD**

THIS IS TO CERTIFY THAT 29 CULINARY, LLC d/b/a NAN'S MARKET
IS HEREBY GRANTED

A COMMON VICTUALLER'S LICENSE

in the Town of Stow at 271 Great Road and at that place only and expires December 31st, 2022,
unless sooner suspended or revoked for violation of the laws of the Commonwealth of
Massachusetts respecting the licensing of common victuallers. This license is issued in conformity
with the authority granted to the licensing authorities by General Laws, Chapter 140, and
amendments thereto.

Approved by: Select Board

Year: 2022
Fee: \$25.00
Issued: 11/23/2021
License # 25

**POST THIS LICENSE IN A CONSPICUOUS PLACE
THIS LICENSE MAY NOT BE SOLD, ASSIGNED, OR TRANSFERRED**



TOWN OF STOW

380 Great Road
Stow, MA 01775
www.stow-ma.gov



COMMON VICTUALER LICENSE APPLICATION/RENEWAL

Mackey Last name Jordan First name Christopher Middle name

Nans Rustic Kitchen & Market
Business name (Corp or d/b/a)

271 Great Rd. Stow, MA 01775
Business address (Street and Number)

Mailing address (if different from above)

978-616-4100 Telephone FAX Jordan@NansMarket.com Email address

83 -- 2996151 Taxpayer Identification Number -- or -- Social Security Number

Clearly describe the business for which the license is required:

Takeout Market and Grocery

[Signature]
Signature of Applicant

11-8-21
Date

APPROVED BY THE SELECT BOARD

Date: _____



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111
www.mass.gov/dia

FORM MUST BE FILLED
OUT COMPLETELY

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: 29 Culinary, LLC (News Market)

Address: 271 Grant rd.

City/State/Zip: Stow, MA 01776 Phone #: 978-616-4100

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 22 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☒ Retail
6. ☒ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: The Hartford Insurance Company of the Midwest

Insurer's Address: 3600 Wigena Blvd.

City/State/Zip: San Antonio TX 78251

Policy # or Self-ins. Lic. # 76 W66 AK9CRB Expiration Date: 3-15-2022

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature] Date: 11-8-21

Phone #: 707-304-2638

Official use only. Do not write in this area, to be completed by city or town official

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ Phone #: _____



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE IN INFORMATION PAGE

INSURER: Hartford Insurance Company of the Midwest

NCCI Company Number: 20605

Audit Period: ANNUAL

Policy Effective Date: 03/15/21

Policy Expiration Date: 03/15/22

Policy Number: 76 WEG AK9CRB

Endorsement Number: 2

Effective Date: 09/07/21

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: 29 CULINARY LLC
271 GREAT RD
STOW MA 01775

FEIN Number: 83-2996151

Producer Name: AUTOMATIC DATA PROCESSING INS AGCY **Producer Code:** 76250717

It is agreed that the policy is amended as follows:

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford. If you are enrolled in repetitive EFT draws from your bank account, changes in premium will change future draw amounts.

In consideration of no change in premium, it is agreed that:

Policy is amended to add the following Named Insured(s) and DBA(s) (if applicable):

29 CULINARY LLC
Mans Rustic Kitchen and Market

29 CULINARY LLC
Mans Rustic Kitchen and Market

29 CULINARY LLC

Policy is amended to delete the following Named Insured(s) and DBA(s) (if applicable):

29 CULINARY LLC
TWENTY-NINE RUSTIC MEDITER

29 CULINARY LLC

Policy is amended to delete the following DBA(s):

TWENTY-NINE RUSTIC MEDITER

Countersigned by

Susan S. Castaneda

Authorized Representative

THE COMMONWEALTH OF MASSACHUSETTS

**TOWN OF STOW
SELECT BOARD**

THIS IS TO CERTIFY THAT STOW LLC d/b/a DUNKIN DONUTS
IS HEREBY GRANTED

A COMMON VICTUALLER'S LICENSE

in the Town of Stow at 117 Great Road and at that place only and expires December 31st, 2022,
unless sooner suspended or revoked for violation of the laws of the Commonwealth of
Massachusetts respecting the licensing of common victuallers. This license is issued in conformity
with the authority granted to the licensing authorities by General Laws, Chapter 140, and
amendments thereto.

Approved by: Select Board

Year: 2022
Fee: \$25.00
Issued: 11/23/2021
License # 8

**POST THIS LICENSE IN A CONSPICUOUS PLACE
THIS LICENSE MAY NOT BE SOLD, ASSIGNED, OR TRANSFERRED**



TOWN OF STOW

380 Great Road
Stow, MA 01775
www.stow-ma.gov

COMMON VICTUALER LICENSE APPLICATION/RENEWAL

Last name

First name

Middle name

STOW, LLC DBA DUNKIN DONUTS

Business name (Corp or d/b/a)

STOW SHOPPING CENTER, RT 117

Business address (Street and Number)

NGP MANAGEMENT, 3 PLUFF AVE, N READING MA 01864

Mailing address (if different from above)

978-897-9843

Telephone

978-664-4160

FAX

FGALLAGHER@SCRIVANOS.COM

Email address

37 --- 1436413

Taxpayer Identification Number

-- or --

Social Security Number

Clearly describe the business for which the license is required:

DONUTS, COFFEE, FOOD

Signature of Applicant

Date

11/8/21

APPROVED BY THE SELECT BOARD

Date:



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111
www.mass.gov/dia

FORM MUST BE FILLED
OUT COMPLETELY

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: STOW, LLC DBA DUNKIN DONUTS

Address: RT 117

City/State/Zip: STOW MA 01775

Phone #: 978-897-9843

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 10 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☒ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: HARTFORD CASUALTY INSURANCE COMPANY

Insurer's Address:

City/State/Zip:

Policy # or Self-ins. Lic. #: 08WECAM1B3W

Expiration Date: 8/1/2022

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature] Date: 11/8/21

Phone #: 978-898-1200

Official use only. Do not write in this area, to be completed by city or town official

City or Town: Permit/License #

Issuing Authority (circle one):
1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other

Contact Person: Phone #:

www.mass.gov/dia

Class II License Renewals



Town of Stow
Office of the
Town Administrator

380 Great Road
Stow, MA 01775
Tel: 978-897-2927

Denise M. Dembkoski
Town Administrator
townadministrator@stow-ma.gov

Dolores Hamilton
Assistant Town Administrator
assttownadmin@stow-ma.gov

To: Select Board

From: Denise M. Dembkoski, Town Administrator

Re: Car Lot Express Class II License

Date: November 16, 2021

With Oleksii Savchenko's Class II License renewal for Car Lot Express at 92 Great Road, he submitted a letter requesting an increase in vehicles which can be sold at his lot (see attached). When the license was issued in August, the SB granted him five (5) cars in the showroom, five (5) cars in the garage, and sixty (60) cars outside in the lot, which could be for sale at any one time. Mr. Savchenko is now requesting his outside capacity to 80 vehicles.

At the time of the original license, Board members encouraged him to come back at renewal time for any increase, however, in my opinion, such a change is not appropriate during the renewal period. At this time, you could re-allocate where he can store the vehicles (ie. all seventy (70) vehicles could be outside), but I believe increasing the capacity would stretch beyond the renewal capacity.

I would recommend that after the renewals are completed, the Board schedule time on an upcoming agenda to review and act upon Mr. Savchenko's request. I would add, however, that I do believe the site has been dramatically improved with Mr. Savchenko's business and would encourage the Board to consider granting the increase in vehicles to eighty (80) outside, with ten (10) inside.

Selectboard Members,

I attended two Selectboard meetings (July 27 and August 10) at which the transfer of the existing Class II (used car license) for 102 Great Rd was discussed.

At the second meeting , although the transfer was approved, the number of vehicles was reduced from the previously approved "over 100 vehicles" allowance, down to just 60 outside vehicles.

Although I tried to convey the hardship and limitation this reduction creates for my business (I cannot sell inventory I do not have on the lot) , the license approval went forward with this restriction.

Prior to the closing of the meeting , I believe there was both discussion and general agreement among the Board members that upon the "renewal" of my license , the topic of allowed inventory would be revisited ...and perhaps increased.

I would very much appreciate this consideration from the Board.

In support of this request , I'd like to call attention to the dramatically different condition of the property in general , and specifically the used car areas of the property , in how well they are organized/ arranged, the types/ worth of vehicles being stored/displayed, and the overall improvement in visual impact and professionalism demonstrated at the site.

Although we are now heading into the winter months (a traditionally slow vehicle sales period) , it would help me tremendously to understand that I could increase my outside inventory to 80 vehicles . This would allow me to try to acquire vehicles over the next 90 days, and with some economic luck , be ready for a good spring season.

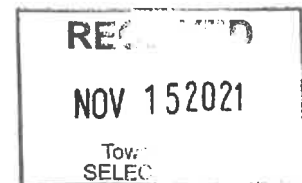
I would appreciate your consideration of this request. Thank you.

Sincerely ,

Alex Savchenko

Car Lot Express inc.

92 Great rd, Stow, MA



THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF STOW

This is to Certify that



OLEKSII SAVCHENKO
CAR LOT EXPRESS, INC.
92 GREAT ROAD, UNITS 1 & 3
STOW, MA

IS HEREBY GRANTED A

USED CAR DEALER'S LICENSE - CLASS II
TO BUY AND SELL SECOND-HAND MOTOR VEHICLES

In accordance with the provisions of Chapter 140 of the General Laws with amendments thereto **Oleksii Savchenko, Car Lot Express, Inc.** is licensed to buy and sell second-hand motor vehicles at **92 Great Road, Units 1 & 3, Stow, MA 01775** on premises described as follows:

EXTRACTS FROM GENERAL LAWS, CHAPTER 140, AS AMENDED

Class 2. Any person whose principal business is the buying or selling of second-hand motor vehicles may be granted a used car dealer's license, provided, however, that such person maintains or demonstrates access to repair facilities sufficient to enable him to satisfy the warranty repair obligations imposed by section seven N1/4 of chapter ninety. A used car dealer shall remain liable for all warranty repairs made and other obligations imposed by said section seven N1/4 of said chapter ninety. The registrar of motor vehicles shall promulgate rules and regulations defining sufficient repair facilities for the holder of a used car dealer's license. Also see section 57 and 59

Conditions:

- Five (5) cars in the Showroom
- Five (5) cars in the Garage
- Sixty (60) cars outside in the Lot
- A specific layout of how cars will be spaced shall be developed and approved by public safety before any operations begin
- Deliveries only on the days and hours of operation, but not on Sunday

Hours of Operation:

Monday – Saturday: 9:00am to 8:00pm

Sunday – By appointment only

Hours of operation for mechanical work are 8 a.m. to 8 p.m. Monday through Saturday

License# 2022-32

By order of the Select Board this 23rd day of November 2021:

THIS LICENSE EXPIRES JANUARY 1, 2023

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES

THE COMMONWEALTH OF MASSACHUSETTS
Town of Stow

RECEIVED

NOV 15 2021

Town of Stow
SELECT BOARD

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE OR
ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a Class I, Class II, Class III (circle one) license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? CAR LOT EXPRESS

Business address of concern: 92 GREAT RD. STOW, MA, 01775

Phonenumber: 617. 981. 1498 Email: CAR LOT EXPRESS @ gmail.com

2. Is the above concerned an individual, co partnership, an association or a corporation? CORPORATION.

3. If an individual, state full name and residential address:

4. If a co-partnership, state full names and residential addresses of the persons composing it:

Name	Address	City, State, Zip

5. If an association or a corporation, state full names and residential addresses and title of the principal officers:

Title	Name	Address	City, State, Zip
President:	OLEKSII SAVCHENKO	10AK RIDGE DR, #1	Maynard, MA, 01754
Treasurer:	OLEKSII SAVCHENKO	Same	same
Secretary:	OLEKSII SAVCHENKO	Same	same

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? YES

If so, is your principal business the buying and selling of second hand motor vehicles? YES

Is your principal business that of a motor vehicle junk dealer? NO

7. Give a complete description of all the premises to be used for the purpose of carrying on the business:

PARKING LOT - FOR STORAGE AND DISPLAY OF VEHICLES
OFFICE - FOR PAPERWORK PROCESSING, DISPLAY OF VEHICLES
GARAGE - FOR VEHICLES RECONDITIONING.

8. Are you a recognized agent of a motor vehicle manufacturer? NO

If so, state name of manufacturer: _____

9. Have you a signed contract as required by Section 58, Class I? NO.

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof?

If so, what city or town? STOW

Did you receive a license? YES For what year? 2021

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? NO

12. Is this your principal business? YES

13. Do you have repair facilities on the premise? YES

If not, do you have access to repair facilities sufficient to enable you to satisfy the warranty repair obligations of the so-called "Lemon Law"? _____

Provide Name, address and telephone number of the facility that will do repairs.

KAVKAZ AUTO REPAIR, 92 GREAT RD, STOW, MA, 617.319.5159

14. Will you be selling and storing vehicles on the premise? YES

If not, where will the vehicles be stored? _____

15. Will you be selling to the public or just to other car dealers? PUBLIC, DEALERS

***Please provide a copy of a bond or equivalent proof of financial responsibility.**

*In accordance with MGL, Chapter 140, §58(c)(1) a used car dealer must obtain a bond, or equivalent proof of financial responsibility ..., and continue in effect a surety bond or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority in the amount of \$25,000 executed by a surety company authorized by the insurance department to transact business in the commonwealth.

Sign your name in full _____

Duly authorized to represent the concern herein mentioned

Residence 1 OAK Ridge dr. #1, Maynard, MA, 01754


Important

EVERY QUESTION MUST BE ANSWERED WITH
FULL INFORMATION, AND FALSE STATEMENTS
HEREIN MAY RESULT IN THE REJECTION OF
YOUR APPLICATION OR THE SUBSEQUENT
REVOCATION OF YOUR LICENSE IF ISSUED

Note: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)

REPAIR FACILITY CONFIRMATION.

CAR LOT EXPRESS INC. has access to a repair facility on premises at **92 Great rd., Stow, MA, 01775** to satisfy warranty repair obligations.


CarLotExpress inc
92 GREAT rd, STOW, MA, 01775



11/01/2021

Issued Through:

A.A. Dority Company, Inc.

CONTINUATION CERTIFICATE

The **NGM Insurance Company**, hereinafter called the Company,
hereby continues in force its **MA Used Car Dealer, Bond Number 566682**

in the sum of **Twenty-Five Thousand dollars (\$25,000.00)**

on behalf of

Car Lot Express Inc.

located at

92 Great Rd.
Stow, MA 01775

in favor of **Town of Stow, MA**

for the term beginning **December 31, 2021** and ending on **December 31, 2022**, subject to all
covenants and conditions of said bond.

This Continuation is executed upon the express condition that the Company's liability shall
not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

In witness whereof, the Company has caused this instrument to be signed by its duly
authorized Attorney-in-Fact and its Corporate Seal to be hereto affixed this day, November 10,
2021

NGM Insurance Company

By: 

Jeffrey W. Crawford

Attorney-in-Fact

Producer: A.A. Dority Company, Inc.

226 Lowell Street; Suite B-4

Wilmington, MA 01887

617-523-2935

Fax: 617-523-1707



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
Lafayette City Center
2 Avenue de Lafayette, Boston, MA 02111-1750
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: CAR LOT EXPRES INC

Address: 92 GREAT RD

City/State/Zip: STOW, MA 01775

Phone #: 617-981-1498

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 2 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☒ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: MARKEL INSURANCE COMPANY

Insurer's Address: 10275 WEST HIGGINS ROAD, SUITE 750

City/State/Zip: ROSEMONT, IL 60018

Policy # or Self-ins. Lic. # MWC0188689-01

Expiration Date: 06/30/2021

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under § 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____

Date: _____

Phone #: _____

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (check one):

1. ☐ Board of Health 2. ☐ Building Department 3. ☐ City/Town Clerk 4. ☐ Licensing Board
5. ☐ Selectmen's Office 6. ☐ Other _____

Contact Person: _____ Phone #: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ALD Insurance Agency Inc. 60A Brighton Avenue Allston, MA 02134	CONTACT NAME: Victoria Sharapova	
	PHONE: 617-787-7877 FAX: 617-787-7876 E-MAIL: comm@aldinsurance.com ADDRESS: comm@aldinsurance.com	
INSURED Car Lot Express Inc 92 Great Rd Stow, MA 01775	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: MARKEL INSURANCE COMPANY	22616
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N nN N/A	MWC0188689-01	06/30/2021	06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Massachusetts Department of Transportation - RMV Division 25 Newport Ave Extension Quincy, MA 02171	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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Town of Stow
Office of the
Town Administrator

380 Great Road
Stow, MA 01775
Tel: 978-897-2927

Denise M. Dembkoski
Town Administrator
townadministrator@stow-ma.gov

Dolores Hamilton
Assistant Town Administrator
assttownadmin@stow-ma.gov

To: Select Board

From: Denise M. Dembkoski, Town Administrator

Re: Chapel Partners, Inc. Class II License

Date: November 16, 2021

After receiving numerous inquiries from abutters, I reached out to obtain a legal opinion regarding Chapel Partners, Inc. (Richard Presti) and their Class II License for 102 Great Road.

It is the opinion of one of our general attorneys that Chapel Partners, Inc. may not qualify for a Class II license. The opinion states:

"It is my opinion that the owner of the property may not qualify for a Class II license because the licensed business does not appear to be his "principal business" as required by G.L. c. 140, §59. Although the term "principal business" is not defined in the statute, in my opinion, the use of this phrase requires that the sale of used motor vehicles be the first and most important part of the person's business. See, <https://www.dictionary.com/browse/principal> (definition of "principal"). Thus, in Pierce v. Hutchinson, 241 Mass. 557 (1922), the Supreme Judicial Court found that an individual's principal business was not that of selling automobiles where he was primarily engaged in operating three grocery stores and a farm and he devoted little time to the sale of vehicles. Likewise, in Allen v. R.K. Associates, Inc., 18 Mass.L.Rptr. 175 (Mass.Super. 2004), a Justice of the Superior Court interpreted the term principal business as referring to the part of a person's business pursuits that account for the largest percentage of their overall business activities.

In this matter, it does not appear that the property owner is in the business of selling motor vehicles. Rather, it appears that he is in the business of leasing the property to others. In fact, you state that the owner has never sold a car, or if he has, very few. In my opinion, the mere leasing of property to others who sell motor vehicles does not qualify as being in the principal business of motor vehicle sales for purposes of the statute.

In 2002, however, the Legislature expanded the class of persons who could qualify for Class II licenses to include "any other person who displays second hand motor vehicles not owned by him pursuant to an agreement in which he receives compensation, whether solely for displaying the vehicles, upon the sale of each vehicle, or otherwise". G.L. c. 140, §58(c) (emphasis added). This phrase has been interpreted by MassDOT as applying to individuals who receives direct compensation from the sale of vehicles by others, such as in a consignment arrangement (see attached memorandum).

In this matter, it is not clear whether the owner receives compensation from the sale of vehicles by his tenants. In my opinion, if the rent paid for use of the property is calculated based on the amount of revenue the tenant receives as a result of the sale of automobiles, then the owner of the property may be receiving compensation from the sale of such vehicles. If, however, the tenants pay a predetermined amount of rent, regardless of what revenue they receive from selling vehicles, then the owner is merely leasing the property to them, in my opinion.

Because the property owner has received a Class II license for a number of years, he is entitled to a statement of reasons for non-renewal. Roslindale Motor Sales, Inc. v. Police Com'r of Boston, 405 Mass. 79 (1989). Therefore, prior to making a decision as to whether or not to renew the license, I recommend that the Board convene a hearing to ascertain whether and to what extent the sale of used motor vehicles is the property owner's principal business."

I recommend the Select Board renew the Chapel Partners, Inc. license for a period of three (3) months, through March 31, 2022, while we go through the process to ascertain the validity of the license. After the first of the year, we will schedule a hearing with Mr. Presti and his attorney, if he so chooses, to review his business and lease arrangements, or to review any counter arguments Mr. Presti may have on the matter. Additionally, if the Board wishes, I would invite our counsel to be present at that hearing, as well.

RECEIVED

MAY 10 2004

TOWN OF BARNSTABLE
LICENSING AUTHORITY

Memorandum

To: Municipal Licensing Authorities of Motor Vehicle Dealers

From: William E. McVey, Deputy General Counsel

Date: May 2004

Re: Issues Relating to Class 2 Dealers under G.L. 140, Section 58

1. Purpose

The primary purpose of this Memorandum is to provide information to Cities and Towns about the amendments relative to Class 2 dealers that were made to G.L. c. 140, §58 by Chapter 422 of the Acts of 2002 (a copy of which is enclosed). The Legislature amended Section 58 to require Class 2 dealers to post and maintain a bond (or, if permitted, equivalent proof of financial responsibility, e.g., certificate of deposit or letter of credit) with the municipal licensing authority in the amount of \$25,000. The amendments also authorize the licensing of two additional types of businesses engaged in used vehicle sales. The amendment became effective almost a year ago, on March 24, 2003, but some municipalities may be unaware of it and some other issues remain to be clarified.

2. Bond Requirement

The bond requirement is only applicable to Class 2 dealers. It is not applicable to a Class 1 dealer who buys and sells used vehicles and it is not applicable to a Class 3 dealer who sells used vehicles. The bond is for the benefit of a person who purchases a vehicle from the Class 2 licensee and suffers a financial loss. The list of intended beneficiaries is contained within the Act. The bonding requirement modifies the municipal licensing process for Class 2 dealers (and affects the dealer's ability to retain the license). It also affects the RMV, since the agency is prohibited from knowingly issuing or renewing Dealer Plates if it becomes aware that a Class 2 dealer lacks the legally required bond. The RMV will revoke the General Registration and Dealer Plates when it becomes aware the dealer does not have a bond or when it is informed by a municipality that it has revoked a Class 2 license. The RMV has become aware that some municipalities are not enforcing the bond requirement and have been licensing Class 2 dealers without a bond. A municipality that fails to enforce the bond requirement faces potential liability from claimants under the bond.

3. Dealers Subject to Bond Requirement

All Class 2 dealer-licensees (no exceptions) renewing or obtaining a new license in 2004 (and in future years) are subject to the bonding requirement of \$25,000. This is true even if the dealer is not selling vehicles covered by the warranty requirements of G.L. c.90, §7N ¼. G.L. c.140, §58 (c)(1) states:

The person shall obtain a bond, or equivalent proof of financial responsibility as described in paragraph (5), and continue in effect a surety bond or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority in the amount of \$25,000 executed by a surety company authorized by the insurance department to transact business in the commonwealth.

The law prohibits a city or town licensing authority from issuing or renewing a Class 2 license unless it is satisfied that a bond or the equivalent meeting the requirements of the law is in effect during the term under which the license shall be issued or renewed. Note also that if a dealer has more than one location in a City or Town and goes by a different name at the other location(s), the dealer needs a separate bond for each location

at which it uses a different name. If a dealer has locations in more than one City or Town, separate bonds must be obtained for each municipality.

4. **Bond Issue Clarifications**

Two issues needing clarification have recently been raised as to the bond/equivalent requirement.

(a) **Certificates of Deposit and Letters of Credit:** The first has to do with the place where certificates of deposit or irrevocable letters of credit may be deposited. Section 58 (c)(1) states, in part:

In lieu of the bond required by this section, the municipal licensing authority may allow the dealer to deposit collateral in the form of a certificate of deposit or irrevocable letter of credit, as authorized by the banking laws of the commonwealth.... The collateral may be deposited with or executed through any authorized state depository designated by the commissioner....

The statute does not define "authorized state depository" but the Massachusetts Commissioner of Banks has issued an opinion to the Registrar, dated March 5, 2004, stating that "the definition covers any state or federally chartered bank or credit union with a banking office in the Commonwealth which has federal deposit insurance." The Commissioner has recommended that if a "Certificate of Deposit" is used, it should be titled:

"Commonwealth of Massachusetts, name of municipality, In Trust for (dealer) under Massachusetts General Laws chapter 140, section 58"

The Commissioner also recommends that an assignment should be executed, and that a municipality wishing to do so should contact the State Treasurer's Office to discuss the mechanics of that option. The Treasurer's Office is familiar with Certificates of Deposit and other alternative collateral since that office holds such collateral for certain licensees of the Commissioner of Banks.

(b) **Filing the Bond with Licensing Authorities:** The second issue relates to the manner in which the bond should be filed and filled out. The original of the bond needs to be filed with the City or Town when an initial Class 2 license is issued. On renewal, the licensing authority should insist on either a new original bond with power of attorney attached or an original continuation certificate showing that the existing bond is valid through the end of the next license period. Bonds may be written for more than one year so a municipality should be sure the bond covers the whole period during which the Class 2 license will be in effect. The amended statute does not specify the manner in which the bond should be filled out. However, a bond should clearly identify the parties and the purpose of the bond. For example:

Town of Willingboro, as obligee for the benefit of a person who purchases a vehicle from (name of dealer) and suffers a loss as defined by G.L. 140, Section 58.

5. **Class 2 Licensee Definition Expanded**

The definition of a Class 2 dealer was expanded to include two additional categories of used vehicle sellers that were not previously required to obtain a Class 2 license. A Class 2 licensee had always been defined as a person whose principal business is the buying or selling of second hand motor vehicles. The amended law allows a license to be issued even though it is not the applicant's principal business or he/she is not actually a seller. G.L. c. 140, §58 (c) now reads, in part:

(c) Class 2. A person whose principal business is the buying or selling of second hand motor vehicles, a person who purchases and displays second hand motor vehicles for resale in retail transactions, and any other person who displays second hand motor vehicles not owned by him pursuant to an agreement in which he receives compensation, whether solely for displaying the vehicles, upon the sale of each vehicle, or otherwise, may be granted a used car dealer's license

6. **Comment on the Expanded Definition of Class 2 Licensee**

(i) "... a person who purchases and displays second hand motor vehicles for resale in retail transactions."

This seller is a dealer of motor vehicles at retail even though it may not be his/her principal business and buys vehicles in order to sell them at retail to make a profit. A person who is selling or negotiating the casual sale of his/her own vehicle (one registered to him/her or to a spouse, another relative, a friend, etc.) is not required to obtain a Class 2 license, in the view of the RMV. Nor is a company that leases

vehicles for the use of its employees and then allows the employee to purchase the vehicle at the expiration of the lease. This provision may be applicable to a local garage or other business that purchases vehicles at auction (or from other sources) and repairs or reconditions them and offers them for sale. Any vehicles this licensee sells to a consumer will be subject to the state-mandated warranty protection of G.L. c.90, §7N¼, and the dealer must maintain or demonstrate access to repair facilities sufficient to enable him/her to satisfy the warranty repair obligations imposed by that section. The licensee must comply with the Consumer Protection Act, G.L. 93A and the Regulations of the Attorney General, and must post the required warranty notices on vehicles offered for sale. As a Class 2 licensee, this dealer is also required to maintain a Used Vehicle Record Book pursuant to G.L. 140, §62. The "authorized officers" identified in G.L. c.140, §66 (State Police, Attorney General, Chief of Police, Police Commissioner in Boston, the Selectmen of a Town, or police officers authorized by said officials) "may at any time enter upon any premises used by any person licensed under section fifty-nine for the purpose of carrying on his licensed business, ascertain how he conducts the same and examine all second hand motor vehicles or parts thereof kept or stored in or upon the premises, and all books, papers and inventories relating thereto."

(ii) "...any other person who displays second hand motor vehicles not owned by him pursuant to an agreement in which he receives compensation, whether solely for displaying the vehicles, upon the sale of each vehicle, or otherwise." This is a person who does not own the vehicles he displays on his property but he receives compensation for the display or the sale from the vehicle's owner. These are usually consignment sales and they should only involve privately owned vehicles. RMV regulations prohibit the holder of a dealer plate from offering vehicles for sale anywhere other than the licensed premises of the dealer (except for sales at recognized automobile auction facilities or at combined-dealer special sale events). Therefore, a dealer who has been issued Dealer Plates may not display other dealer's vehicles on his/her own lot or display his own vehicles on other dealers' lots. However, any licensed Class 2 dealer who has received Dealer Plates from the RMV may display vehicles for sale on the dealer's lot that are owned by a private party and held for consignment, but the vehicle must be entered in the dealer's Used Vehicle Record Book as a consignment vehicle. (The dealer cannot, however, attach its own Dealer Plate to allow a test drive of the consigned vehicle because the dealer does not own the vehicle. If a test drive is contemplated, the vehicle's owner may opt to leave his/her own valid registration plates on the vehicle if the owner's liability insurance will cover a test drive). The record keeping and inspection requirements as contained in 6.(i) (above) are applicable here also.

7. Local Review Needed Municipalities are urged to review the Class 2 licenses they have issued in 2004 to ensure that the bond requirement has been met for each license.

8. A Note About Licensees Working From Home
The RMV is aware that some municipalities have been issuing Class 2 licenses even though the applicant is doing business from his/her home. Class 2 licensees almost always apply to the RMV for Dealer Plates. The process is that the RMV asks the State Police to perform a site visit to determine if the dealer has a facility that is appropriate for the issuance of such plates. After the visit, the Trooper makes a report and recommendation to the RMV. If the licensed premises do not comply with the relevant provisions of G.L. c.90 and the Regulations of the Registrar at 540 CMR 18.00, the application for plates will be denied.

Definition of "Dealer." M.G.L. c. 90, 1, defines a "dealer" as: "any person who is engaged principally and substantially in the business of buying, selling or exchanging motor vehicles or trailers or motor vehicle bodies who maintains a facility dedicated to carrying out said business...." (Emphasis added). An applicant for General Registration Dealer Plates must be principally and substantially engaged in the business and have the required dedicated facility. Even a dealer who sells solely on a "wholesale basis" (although no such Class 2 license category exists) must have the required dedicated facility. The RMV will not issue Dealer Plates to an applicant if his/her business is located within the personal living

quarters of a residential building, whether or not the dealer or someone else actually resides there, or whether no one resides there. The law regarding the issuance of dealer plates is clear and plates will not be issued even if the municipality has issued a dealer's license for that location.

Further, the regulations at 540 CMR 18.02(2)(a) were adopted under the Registrar's authority and contain the requirements that a dealer must meet to receive or retain Dealer Plates. These requirements indicate the nature of the required "facility." Generally, the following are relevant to a used vehicle dealer:

- > The dealer's business is situated within a permanent building or permanently affixed structure, including an office trailer, owned or leased by the dealer for his exclusive use and located at the address of record noted on the dealer's license issued under the provisions of M.G.L. 140, §59. Except for a dealer who exchanges vehicles or trailers solely on a wholesale basis, the dealer shall be open to the public.
- > The building, structure or office trailer must have adequate office space to conduct the business.
- > If more than one business is located within the same building or structure, the dealer shall maintain a separate and exclusive entrance, unless the multiple businesses are owned or controlled by the same principals.
- > Subject to local law, and except for a dealer who exchanges vehicles or trailers solely on a wholesale basis, the dealer shall display a permanently affixed exterior sign of sufficient size and design, to give the general public notice of the name and nature of the business.
- > The dealer must have a display area/lot to display the vehicles being offered for sale unless the dealer exchanges vehicles or trailers solely on a wholesale basis.

9. Summary

Personal living quarters cannot be the site of a Class 2 dealer's business because the law requires a dealer to maintain a facility dedicated to carrying out that business and that facility must be used exclusively for the dealer's business. It is possible that a dealer may have premises either attached to or detached from a residential building that could be deemed suitable by the RMV. The State Police site inspection may help to determine suitability. The premises would have to be separate and distinct from any personal living quarters (e.g., it would have to be a secure facility with solid floor-to-ceiling walls, adequate office space to conduct the business, direct access from the outside of the building, not be used or shared with any other person or with any portion of personal living quarters and be licensed by the municipality at that location). The licensee must post and maintain reasonable business hours so that State and local police can accomplish the required facility and record book checks when required.

10. New License Application in Draft Stage G.L. 140, §59 states, in part: "...application for license shall be made in such form as shall be approved by the registrar of motor vehicles..." The RMV is drafting a proposed new version of an *Application for a License as a Motor Vehicle Dealer*. The purpose is to update and standardize the *Application* to include significantly more information about the applicant (including background information on all principals) so that licensing authorities are better informed before issuing or renewing a license. The RMV is willing to receive and discuss suggestions for the proposed new *Application* that local licensing officials may wish to provide. Please email me with your suggestions at: william.mcvey@state.ma.us or write to me at the above address.

Thank you. If you have any questions about this Memorandum you may email or write. You may also call me at: 617-351-9950.

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF STOW

This is to Certify that



**RICHARD PRESTI
CHAPEL PARTNERS, INC
84-92 GREAT ROAD
STOW, MA**

IS HEREBY GRANTED A
USED CAR DEALER'S LICENSE - CLASS II
TO BUY AND SELL SECOND-HAND MOTOR VEHICLES

In accordance with the provisions of Chapter 140 of the General Laws with amendments thereto **Richard Presti, Chapel Partners, Inc.** is licensed to buy and sell second-hand motor vehicles at **84-92 Great Road, Stow, MA 01775** on premises described as follows:

EXTRACTS FROM GENERAL LAWS, CHAPTER 140, AS AMENDED

Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license; provided, however, that such person maintains or demonstrates access to repair facilities sufficient to enable him to satisfy the warranty repair obligations imposed by section seven N1/4 of chapter ninety. A used car dealer shall remain liable for all warranty repairs made and other obligations imposed by said section seven N1/4 of said chapter ninety. The registrar of motor vehicles shall promulgate rules and regulations defining sufficient repair facilities for the holder of a used car dealer's license. Also see section 57 and 59.

Premises:

Entire paved portion of 84-92 Great Road from area between Western boundary, Route 117 on North, building on East; plus portion of main building for mechanical repairs. Includes sales building.

Assessors Map R-29 Parcel 85A

Assessors Map R-29 Parcel 83

Conditions:

Outside storage/display for 50 vehicles

By order of the Select Board
this 23rd day of November 2021.

License # 2022-29

THIS LICENSE EXPIRES APRIL 1, 2022

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES

THE COMMONWEALTH OF MASSACHUSETTS
Town of Stow

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE OR
ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a Class I, Class II, Class III (circle one) license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? Chapel Partners, Inc.

Business address of concern: 102 Great Rd, Stow, MA

Phone number: 978-264-9991 Email: rich.presti@gmail.com

2. Is the above concerned an individual, co partnership, an association or a corporation? corp.

3. If an individual, state full name and residential address:

4. If a co-partnership, state full names and residential addresses of the persons composing it:

Name	Address	City, State, Zip

5. If an association or a corporation, state full names and residential addresses and title of the principal officers:

Title	Name	Address	City, State, Zip
President:	Richard Presti	585 Mass Ave	Acton, MA 01720
Treasurer:	Richard Presti	585 Mass Ave	Acton, MA 01720
Secretary:	Joseph Presti	12 Emies Drive	Littleton, MA 01760

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? yes

If so, is your principal business the buying and selling of second hand motor vehicles? yes

Is your principal business that of a motor vehicle junk dealer? no

7. Give a complete description of all the premises to be used for the purpose of carrying on the business:

Used car/lot located at 102 Great Rd, Stow (previously and continuously) used as a vehicle (new + used) storage, sales, repair, facility for over 50 years, as well as other equipment/vehicles (buses, trucks, farm equip, etc. Includes onsite sales/display for over 100 vehicles.

8. Are you a recognized agent of a motor vehicle manufacturer? no

If so, state name of manufacturer: _____

9. Have you a signed contract as required by Section 58, Class I? no

(CHAPEL)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? yes

If so, what city or town? Stow

Did you receive a license? yes For what year? 2008-2021

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? no

12. Is this your principal business? no

13. Do you have repair facilities on the premise? no

If not, do you have access to repair facilities sufficient to enable you to satisfy the warranty repair obligations of the so-called "Lemon Law"? yes

Provide Name, address and telephone number of the facility that will do repairs.

Kazkar - 99 GREAT RD - UNIT 3

14. Will you be selling and storing vehicles on the premise? yes

If not, where will the vehicles be stored? _____

15. Will you be selling to the public or just to other car dealers? public

***Please provide a copy of a bond or equivalent proof of financial responsibility.**

*In accordance with MGL, Chapter 140, §58(c)(1) a used car dealer must obtain a bond, or equivalent proof of financial responsibility, and continue in effect a surety bond or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority in the amount of \$25,000 executed by a surety company authorized by the insurance department to transact business in the commonwealth.

Sign your name in full Richard Rust

fully authorized to represent the concern herein mentioned

Residence SUDBURY

Important

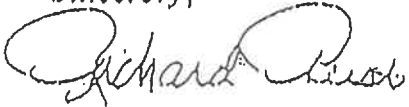
EVERY QUESTION MUST BE ANSWERED WITH
FULL INFORMATION, AND FALSE STATEMENTS
HEREIN MAY RESULT IN THE REJECTION OF
YOUR APPLICATION OR THE SUBSEQUENT
REVOCATION OF YOUR LICENSE IF ISSUED

Note: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)

Dear Phoebe Haberkorn,

The property was originally a Buick Dealership. As owner, I have access to areas of the building that were previously the repair shop facilities.

Sincerely,

A handwritten signature in dark ink, appearing to read "Richard Presti". The signature is fluid and cursive, with the first name "Richard" being more prominent than the last name "Presti".

Richard Presti

Presti Family Limited Partnership

SECOND HAND MOTOR VEHICLE DEALER BOND
(Minn. Gen. Laws Ann. 140, § 68(c))

(Minn. Gen. Laws Ann. 190, § 08(c))

Bond No. 61201553

Effective Date: January 1st, 2011

Chapel Partners, Inc.

Effective Date: January 1st, 2011

Principal, and WESTERN SURETY COMPANY, a corporation authorized to do surety business in the Commonwealth of Massachusetts, as Surety, are held and firmly bound unto persons who purchase a vehicle from the Principal and who suffer loss on account of a breach of the condition of this bond described below, in the sum of one hundred TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), for the payment of which well and truly we bind ourselves and our legal representatives, jointly by these presents.

WHEREAS the Principal is

WHEREAS the Principal is a second hand motor vehicle dealer and is required to furnish a bond or equivalent proof of financial responsibility pursuant to Mass. Gen. Laws Ann. 140, § 58(c)(1).

NOTWITHSTANDING, the condition of this obligation is such that if the Principal shall pay the amount of actual damages, not to exceed the amount of this bond, to any person who purchases a vehicle from the Principal and who suffers loss on account of: (a) the Principal's default or nonpayment of valid bank drafts, including checks drawn on the Principal for the purchase of motor vehicles; (b) the Principal's failure to deliver, in conjunction with the sale of a motor vehicle, a valid motor vehicle title certificate free and clear of any prior owner's interests and all liens except as stated by or expressly assumed in writing by the buyer of the vehicle; (c) the fact that the motor vehicle purchased from the Principal was a stolen vehicle; (d) the Principal's failure to disclose the vehicle's actual mileage at the time of sale; (e) the Principal's unfair and deceptive acts or practices, misrepresentations, failure to disclose material facts or failure to issue a warranty claim or arbitration order in a retail transaction; or (f) the Principal's failure to pay off a lien on a vehicle included in as part of a transaction to purchase a vehicle when the Principal had assumed the obligation to pay off such lien, then this obligation to be void; otherwise to remain in full force and effect.

...and shall be conclusive and binding on the obligor and his heirs, assigns and assigns, and shall be enforceable in full force and effect.

and shall be continuous and may be cancelled by the Surety by giving thirty (30) days' written notice of cancellation to the municipal licensing authority at
 100 Green Rd, Stow, MA 01775

First Class U. S. Mail.

Adjö! Önskar... ..

at this 14th day of November 2011

Chapel Partners, Inc

Principia

By: James H. Hall James H. Hall

WESTERN SURETY COMPANY, Surety

By:

Paul T. Bruffat, Senior Vice President

٢٠٠٣ / ١١١١

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruff of South Dakota, its regularly elected Senior Vice President Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for any and all purposes as Surety and as its act and deed, the following bond.

and Second Hand Motor Vehicle Dealer

and with bond number 61201553

and appt. Partners, Inc

and the principal penalty amount not to exceed \$ 25,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company, as adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint any agent or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal, if necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Senior Vice President with the corporate seal affixed this 11th day of November 2011.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruff

Paul T. Bruff, Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA }

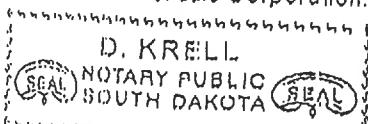
On this 11th day of November 2011

Paul T. Bruff at

and

L. Nelson

being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be a voluntary act and deed of said Corporation.



My Commission Expires November 30, 2012

D. Krell

Notary Public
D. Krell

[Exit](#)

Confirmation

Payments made before 5pm (CDT) will be posted to your account the next business day. Payments made after 5pm (CDT) may not be posted to your account for up to two business days.

Please keep a record of your Confirmation Number, or [print this page](#) for your records.

Confirmation Number **CNASUR001319475**

Payment Details

Description CNA Surety
Bond/Policy

Payment Amount \$625.00

Payment Date 11/03/2020

Status PROCESSED

Bond/Policy # 61201553

Writing Company 0601 - Western Surety Company

Payment Method

Payer Name Richard Presti

Card Number *9508

Card Type Visa

Approval Code 00480D

Confirmation Email rich.presti@gmail.com

Billing Address

Address 1 585 Massachusetts Avenue

City Acton

State MA

Zip Code 01720



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111
www.mass.gov/dia

FORM MUST BE FILLED
OUT COMPLETELY

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Chapel Partners Inc.

Address: 585 Mass Ave

City/State/Zip: Acton, MA 01726 Phone #: _____

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 2 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☒ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☒ Other PRIMARILY REAL ESTATE

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Norfolk & Dedham Mutual Fire Insurance Company

Insurer's Address: 222 Ames Street, Dedham, MA 02026

City/State/Zip: Dedham, MA 02026

Policy # or Self-ins. Lic. # WE214357A Expiration Date: 11/9/22

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL, c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: Richard Rust Date: 11/2/21

Phone #: 978-264-9991

Official use only. Do not write in this area, to be completed by city or town official

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ Phone #: _____

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
INSURANCE POLICY --- INFORMATION PAGE

INSURER:
NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY
222 AMES STREET
DEDHAM, MA 02026

POLICY NO: WE214357A
NEW BUSINESS
NCCI Company No: 21059
Account No:
FEIN: 04-2987366

ITEM 1. NAMED INSURED AND MAILING ADDRESS:
CHAPEL PARTNERS, INC
585 MASSACHUSETTS AVE
ACTON, MA 01720

AGENT NAME AND ADDRESS:
PGIA INC DBA BOYNTON
INSURANCE AGENCY
72 RIVER PARK STREET
NEEDHAM, MA 02494

AGENT NO.: 20272

LEGAL ENTITY: CORPORATION

OTHER WORKPLACES NOT SHOWN ABOVE: (See Workers Compensation Classification Schedule)

ITEM 2. POLICY PERIOD: From: 11/09/2021 To: 11/09/2022

Effective 12:01 A.M. Standard Time at the Insured's mailing address.

ITEM 3. COVERAGE:

- A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:

MA

- B. Employers' Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of liability under Part Two are:

Bodily Injury by Accident:	\$	500,000	each accident
Bodily Injury by Disease:	\$	500,000	policy limit
Bodily Injury by Disease:	\$	500,000	each employee

- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

SEE ENDORSEMENT WC 20 03 06 B

- D. This Policy includes these Endorsements and Schedules:
See Schedule of Forms and Endorsements.

ITEM 4. PREMIUM: The premium for this Policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the Workers Compensation Classification Schedule is subject to verification and change by audit.

Minimum Premium: \$	274	Total Estimated Annual Premium: \$	815
Audit Period: ANNUAL		Additional / Return Premium:	

Comments :

Issued At:

Date: 11/09/2021

Countersigned by _____

§ 46Q

and of each applicant for an employment agency license; but in no event shall any employment agency be inspected less frequently than once every six months. The commissioner may suspend or revoke the license of any employment agency if it fails to furnish information required under this section, or if such agency or any of its employees hinders or interferes with such duly authorized agent or inspector while in the performance of his duties as hereinbefore provided. The commissioner or any such agent or inspector may make a record of such information, and may require each agency to furnish quarterly, on a form supplied by the department of labor and workforce development, any or all such information.

[No change in balance of section.]

History—

Amended by 1998, 161, § 487, approved with emergency preamble, July 2, 1998.
Editorial Note—

The 1998 amendment, in the first paragraph, substituted "workforce development" for "industries".

§ 46R. Penalties; Information Secured Pursuant to §§ 46A to 46Q Confidential.

Research References—

Cause of Action by Employment Agency to Recover Placement Fee. 4 COA2d 653.

SALE OF SECOND HAND MOTOR VEHICLES

§ 57. License; When Required; Report of Sales.

CASE NOTES

Any person engaged in business of buying, selling, exchanging or assembling second-hand motor vehicles or parts must secure

license. *Commonwealth v Tremblay* (2000) 48 Mass App 454, 792 NE2d 34.

§ 58. Classes of Licenses.

(a) Licenses granted under sections 59 and 59A shall be classified in accordance with subsections (b) to (d), inclusive.

(b) *Class 1.* Any person who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicles made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose principal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter applicable to holders of licenses of Class 2, except subsection (c), and to rules and regulations made under those provisions; and provided further, that such dealer maintains or demonstrates access to repair facilities sufficient to enable him to satisfy the warranty repair obligations imposed by section 7N1/4 of chapter 90, and shall remain liable for all warranty repairs

§ 58

SUPPLEMENT TO CHAPTERS 138-140E

C. 140

made and other obligations imposed by said section 7N1/4 of said chapter 90.

(c) *Class 2.* A person whose principal business is the buying or selling of second hand motor vehicles, a person who purchases and displays second hand motor vehicles for resale in retail transactions, and any other person who displays second hand motor vehicles not owned by him pursuant to an agreement in which he receives compensation, whether solely for displaying the vehicles, upon the sale of each vehicle, or otherwise, may be granted a used car dealer's license and shall be subject to the following conditions:

(1) The person shall obtain a bond, or equivalent proof of financial responsibility as described in paragraph (5), and continue in effect a surety bond or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority in the amount of \$25,000 executed by a surety company authorized by the insurance department to transact business in the commonwealth. The bond or its equivalent shall be for the benefit of a person who purchases a vehicle from a Class 2 licensee, and who suffers loss on account of—

(i) the dealer's default or nonpayment of valid bank drafts, including checks drawn by the dealer for the purchase of motor vehicles;

(ii) the dealer's failure to deliver, in conjunction with the sale of a motor vehicle, a valid motor vehicle title certificate free and clear of any prior owner's interests and all liens except a lien created by or expressly assumed in writing by the buyer of the vehicle;

(iii) the fact that the motor vehicle purchased from the dealer was a stolen vehicle;

(iv) the dealer's failure to disclose the vehicle's actual mileage at the time of sale;

(v) the dealer's unfair and deceptive acts or practices, misrepresentations, failure to disclose material facts or failure to honor a warranty claim or arbitration order in a retail transaction; or

(vi) the dealer's failure to pay off a lien on a vehicle traded in as part of a transaction to purchase a vehicle when the dealer had assumed the obligation to pay off the lien.

(2) Recovery against the bond or its equivalent may be made by any person who obtains a final judgment in a court of competent jurisdiction against the dealer for an act or omission on which the bond is conditioned if the act or omission occurred during the term of the bond. Every bond shall also provide that no suit may be maintained to enforce any liability on the bond unless brought within 1 year after the event giving rise to the cause of action.

(3) The bond or its equivalent shall cover only those acts and omissions described in clauses (i) to (vi), inclusive, of paragraph (1). The surety on a bond shall not be liable for total claims in excess of the bond amount, regardless of the number of claims made against the bond or the number of years the bond remained in force.

(4) A separate bond shall be required for each different name under which the dealer conducts his business and for each city or town in which the dealer has a place of business.

Editorial Note—

The 2003 amendment, effective July 31, 2003, substituted “\$200” for “one hundred dollars”.

CASE NOTES

Superior Court judge properly found that town's board of selectmen committed error in denying applicant “class 2” used car dealer's license on ground that proposed site was unsuitable, because board's decision was not supported by substantial evidence. *Ludwig v Town of Dedham* (2000) 48 Mass App 502, 754 NE2d 731.

Board of Alderman properly denied plaintiff's application for renewal of used car dealer license, and thus summary judgment was properly entered against plaintiff in action alleging violation of 42 USC § 1983, where plaintiff had repeatedly violated 15-car limit (2001, CA1 Mass) 244 F3d 246.

§ 61. [1919, 259, § 4.] Repealed by 1996, § 429, approved, Dec 5, 1996, effective March 3, 1997

Editorial Note—

Former ALM GL c 140 § 61, was entitled: Vehicles or Parts to Be Kept for Four Days; Exception.

§ 62. Record Book; Contents.

CASE NOTES

Class 3 motor vehicle junk licensee is required to record transactions in record book kept on premises, listing names and addresses of parties to purchase, sale or other transaction together with identifying numbers of vehicles, and parts. *Commonwealth v Tremblay* (2000) 48 Mass App 454, 722 NE2d 34. Administrative inspections conducted by state police officers of premises operated by holder of class 3 motor vehicle junk license was in keeping with Fourth Amendment even if officers suspected that stolen cars were on lot; conviction of defendant of failing to keep required records affirmed. *Commonwealth v Tremblay* (2000) 48 Mass App 454, 722 NE2d 34.

§ 64. [1919, 259, § 10; 1919, 350, §§ 111, 115; 1961, 45, § 1.] Repealed by 1996, § 429, approved, Dec 5, 1996, effective March 3, 1997.

Editorial Note—

Former ALM GL c 140 § 64, was entitled: Waiver of Four Day Retention Requirement.

§ 66. Certain Authorities May Enter Licensed Premises; Examination.

CASE NOTES

Certain designated officers may, without search warrant, conduct inspections to enforce duties of licensees. *Commonwealth v Tremblay* (2000) 48 Mass App 454, 722 NE2d 34. Administrative inspections conducted by state police officers of premises operated by holder of class 3 motor vehicle junk license was in keeping with Fourth Amendment even if officers suspected that stolen cars were on

lot; conviction of defendant of failing to keep required records affirmed. *Commonwealth v Tremblay* (2000) 48 Mass App 454, 722 NE2d 34.

Board of Alderman properly denied plaintiff's application for renewal of used car dealer license, and thus summary judgment was properly entered against plaintiff in action alleging violation of 42 USC § 1983, where plaintiff had repeatedly violated 15-car limit imposed by his license, stating in first year it issued, there was no evidence that remaining

§ 67. Penalty for Refusal to Allow Entry of Examination.

CASE NOTES

Violation of statutory provisions regulating recordkeeping requirements imposed on holders of Class 3 motor vehicle junk license is punishable by fine, prison term, or both, and is grounds for revocation of license. *Commonwealth v Tremblay* (2000) 48 Mass App 454, 722 NE2d 34.

§ 67A. Removal of Registration Number Plates and Vehicle Identification Plates from Vehicles to Be Junked.

Any person licensed under section 54 or 59 shall comply with subsection (a) of section 20E of chapter 90D. The registrar may notify the licensing authority which issued the license to any person who has failed to comply with the provisions of this section of such failure and said authority shall suspend or revoke such license and shall not thereafter reinstate, renew or issue any such license to such person without the written consent of the registrar.

History—

Amended by 2000, § 423, approved Jan 12, 2001, effective April 12, 2001.

Editorial Note—

The 2000 amendment, substituted the first sentence for one which read: “Any person licensed under section fifty-four or fifty-nine shall, before junking or authorizing the junking of any motor vehicle, remove therefrom the registration number plates and the vehicle identification plates, and forward them forthwith to the registrar of motor vehicles.”

CASE NOTES

Violation of statutory provisions regulating recordkeeping requirements imposed on holders of Class 3 motor vehicle junk license is punishable by fine, prison term, or both, and is grounds for revocation of license. *Commonwealth v Tremblay* (2000) 48 Mass App 454, 722 NE2d 34.

§ 68. Penalty for Doing Business without License.

CASE NOTES

Violation of statutory provisions regulating recordkeeping requirements imposed on holders of Class 3 motor vehicle junk license is punishable by fine, prison term, or both, and is grounds for revocation of license. *Commonwealth v Tremblay* (2000) 48 Mass App 454, 722 NE2d 34.

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF STOW

This is to Certify that



**JARED SPENCE
DOVER SPEED SHOP LLC
370 HUDSON ROAD
STOW, MA**

IS HEREBY GRANTED A

**USED CAR DEALER'S LICENSE - CLASS II
TO BUY AND SELL SECOND-HAND MOTOR VEHICLES**

In accordance with the provisions of Chapter 140 of the General Laws with amendments thereto **Jared Spence, Dover Speed Shop LLC** is licensed to buy and sell second-hand motor vehicles at **370 Hudson Rd, Stow, MA 01775** on premises described as follows:

EXTRACTS FROM GENERAL LAWS, CHAPTER 140, AS AMENDED

Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license; provided, however, that such person maintains or demonstrates access to repair facilities sufficient to enable him to satisfy the warranty repair obligations imposed by section seven N1/4 of chapter ninety. A used car dealer shall remain liable for all warranty repairs made and other obligations imposed by said section seven N1/4 of said chapter ninety. The registrar of motor vehicles shall promulgate rules and regulations defining sufficient repair facilities for the holder of a used car dealer's license. Also see section 57 and 59.

Conditions:

Continued compliance with the ZBA Special Permit dated 06/30/1989.

No more than 10 (ten) vehicles on site for sale, including 6 (six) cars stored outside at any one time;

No use of the premises for the advertisement of cars.

Hours of Operation:

Monday – Saturday: 8:00am to 5:00pm - which entails no transportation of cars, no work on cars including cleaning, and no customer visits other during those hours of operation.

By order of the Select Board
this 23rd day of November 2021.

License # 2022-34

THIS LICENSE EXPIRES JANUARY 1, 2023

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES

THE COMMONWEALTH OF MASSACHUSETTS
Town of Stow

REC'D

NOV 15 2021

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE OR
ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a Class I, Class II, Class III (circle one) license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? DOVER SPEED SHOP, LLC

Business address of concern: 370 HUDSON RD, STOW, MA 01775

Phone number: 339. 216. 0856 Email: JSPENCE@DOVER SPEED.COM

2. Is the above concerned an individual, co partnership, an association or a corporation? CORPORATION

3. If an individual, state full name and residential address:

4. If a co-partnership, state full names and residential addresses of the persons composing it:

Name	Address	City, State, Zip

5. If an association or a corporation, state full names and residential addresses and title of the principal officers:

Title	Name	Address	City, State, Zip
President:	JARED SPENCE	71 KENDALL AVE	FRAMINGHAM MA 01702
Treasurer:	ANTON MELCHIONDA	140 FARM ST	DOVER, MA 02030
Secretary:			

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? YES

If so, is your principal business the buying and selling of second hand motor vehicles? YES

Is your principal business that of a motor vehicle junk dealer? NO

7. Give a complete description of all the premises to be used for the purpose of carrying on the business:

DOVER SPEED SHOP LLC IS AN ONLINE BUSINESS BUYING AND SELLING CLASSIC CARS. PREMISES ARE USED TO STORE 10 VEHICLES ON SITE. NO ADVERTISING ON SITE. OFFICE USED TO CONDUCT ONLINE SALES. OCCASIONAL IN PERSON CAR SHOWINGS.

8. Are you a recognized agent of a motor vehicle manufacturer? NO

If so, state name of manufacturer: _____

9. Have you a signed contract as required by Section 58, Class I? NO

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof?

If so, what city or town? NO

Did you receive a license? _____ For what year? _____

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? NO

12. Is this your principal business? YES

13. Do you have repair facilities on the premise? YES

If not, do you have access to repair facilities sufficient to enable you to satisfy the warranty repair obligations of the so-called "Lemon Law"? _____

Provide Name, address and telephone number of the facility that will do repairs.

MC RACING, 370 HUDSON RD, STOW 978.562.9400

14. Will you be selling and storing vehicles on the premise? YES

If not, where will the vehicles be stored? _____

15. Will you be selling to the public or just to other car dealers? PUBLIC

***Please provide a copy of a bond or equivalent proof of financial responsibility.**

*In accordance with MGL, Chapter 140, §58(c)(1) a used car dealer must obtain a bond, or equivalent proof of financial responsibility ...,and continue in effect a surety bond or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority in the amount of \$25,000 executed by a surety company authorized by the insurance department to transact business in the commonwealth.

Sign your name in full

James Spence

Duly authorized to represent the concern herein mentioned

Residence

71 KENDALL AVE FRAMINGHAM MA 01702

Important

**EVERY QUESTION MUST BE ANSWERED WITH
FULL INFORMATION, AND FALSE STATEMENTS
HEREIN MAY RESULT IN THE REJECTION OF
YOUR APPLICATION OR THE SUBSEQUENT
REVOCATION OF YOUR LICENSE IF ISSUED**

Note: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)

Dover Speed Shop, LLC
370 Hudson Rd
Stow, MA 01775

11/15/21

To Whom It May Concern:

Dover Speed Shop LLC specializes in the business of buying and selling classic vehicles. Dover Speed Shop LLC would like to address that we have access to the repair facility at MC Racing.

MC racing is a repair shop with certified mechanics on the premises that are able to satisfy any and all warranty repair obligations and/or safety repairs.

MC Racing
Owner: Maurizio Cerasoli

A handwritten signature in black ink, appearing to read 'Maurizio Cerasoli', written over a light blue horizontal line.

Dover Speed Shop, LLC
Owner: Jared Spence

A handwritten signature in black ink, appearing to read 'Jared Spence', written over a light blue horizontal line.

MASSACHUSETTS USED CAR DEALER'S BOND

Bond No. BLNH573802

Effective Date 04/15/2021

KNOW ALL MEN BY THESE PRESENTS, that we,
Dover Speed Shop LLC

370 Hudson Road Stow, MA 01775

The Hanover Insurance Company, as Principal, and
as Surety, are held and firmly bound unto
Town of Stow

as Obligor, for the benefit of all natural persons who suffer loss as defined by Chapter 140, Section 58 of the General Laws as amended by
Chapter 422 of the Acts of 2002, by reason of purchase of a motor vehicle from the said Principal, in the sum of twenty-five thousand
(\$25,000) for the payment of which well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents

WHEREAS, the Principal is a Dealer having an established place of business at 370 Hudson Road, Stow, MA 01775
in the Commonwealth of Massachusetts, and is required to furnish a bond in accordance with Chapter 140, Section 58.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully observe the provisions of Chapter 140,
Section 58 as amended by Chapter 422 of the Acts of 2002, then this obligation shall be void and of no effect; otherwise it shall remain in full
force and virtue. The aggregate liability of the Surety shall in no event exceed the amount of this bond regardless of the number of claims
against the bond or the number of years the bond remains in force.

PROVIDED, that recovery against this bond may be made only by a person who obtains a final judgment in a court of competent jurisdiction
against the Principal for an act or omission on which this bond is conditioned, if the act or omission occurred during the term of this bond. No
suit may be maintained to enforce any liability on this bond unless brought within one (1) year after the event giving rise to the cause of
action. Notice of any suit under this bond must be made in writing to the Obligor (written acknowledgement of receipt of said notice by the
Obligor to be prima facie evidence of compliance with this requirement of notice). This bond shall cover only those acts and omissions as
defined by Chapter 140, Section 58 of the General Laws as amended by Chapter 422 of the Acts of 2002.

This bond shall be continuous and may be cancelled by the Surety by giving sixty (60) days notice in writing by certified mail to the Obligor
and bond shall be deemed canceled.

Dated this 15th day of April, 2021.

Dover Speed Shop LLC, Principal

By: [Signature]

The Hanover Insurance Company, Surety

By: [Signature]

Daniel Fiscus, Attorney-in-Fact



**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Daniel Fiscus

Of Brown & Brown of MA, Dedham, MA

each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Used Car Dealer Bond

in the amount of: \$25,000.00

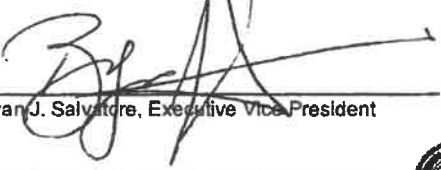
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 19th day of July, 2018.

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**


Bryan J. Salvatore, Executive Vice President

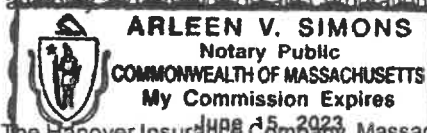
**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**


James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.



On this 19th day of July, 2018 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 15th day of April 2021

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**


Carrick A. Bligh, Vice President

CERTIFIED COPY



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111
www.mass.gov/dia

FORM MUST BE FILLED
OUT COMPLETELY

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: DOVER SPEED SHOP LLC

Address: 370 HUDSON RD, STOW, MA 01775

City/State/Zip: STOW, MA 01775

Phone #: 339.216.0856

Are you an employer? Check the appropriate box:

1. ☐ I am a employer with _____ employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☒ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☒ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information:

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # _____

Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: James Spence

Date: 11/15/21

Phone #: 339.216.0856

Official use only. Do not write in this area, to be completed by city or town official

City or Town: _____

Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____

Phone #: _____

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF STOW

This is to Certify that



**JARED SPENCE
DOVER SPEED SHOP LLC
370 HUDSON ROAD
STOW, MA**

IS HEREBY GRANTED A

**USED CAR DEALER'S LICENSE - CLASS II
TO BUY AND SELL SECOND-HAND MOTOR VEHICLES**

In accordance with the provisions of Chapter 140 of the General Laws with amendments thereto **Jared Spence, Dover Speed Shop LLC** is licensed to buy and sell second-hand motor vehicles at **370 Hudson Rd, Stow, MA 01775** on premises described as follows:

EXTRACTS FROM GENERAL LAWS, CHAPTER 140, AS AMENDED

Class 2 Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license; provided, however, that such person maintains or demonstrates access to repair facilities sufficient to enable him to satisfy the warranty repair obligations imposed by section seven N1/4 of chapter ninety. A used car dealer shall remain liable for all warranty repairs made and other obligations imposed by said section seven N1/4 of said chapter ninety. The registrar of motor vehicles shall promulgate rules and regulations defining sufficient repair facilities for the holder of a used car dealer's license. Also see section 57 and 59.

Conditions:

Continued compliance with the ZBA Special Permit dated 06/30/1989;

No more than 10 (ten) vehicles on site for sale, including 6 (six) cars stored outside at any one time;

No use of the premises for the advertisement of cars

Hours of Operation:

Monday - Saturday: 8:00am to 5:00pm - which entails no transportation of cars, no work on cars including cleaning, and no customer visits other during those hours of operation.

By order of the Select Board
this 8th day of June 2021





THIS LICENSE EXPIRES JANUARY 1, 2022

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES

**TOWN OF STOW,
BUSINESS CERTIFICATE**



In conformity with the provisions of Chapter One Hundred and Ten, Section Five of the Massachusetts General Laws, as amended, an application has been made and a Certificate of Business issued under the name or title of:

DOVER SPEED SHOP, LLC

Name of Business

370 Hudson Road, Stow Massachusetts

Location of Business

JARED SPENCE, MANAGER

Business Owner

This certificate is valid for four (4) years after the date of issue and is renewable every four (4) years thereafter under the provisions of Chapter 337 of the Acts of 1985, Chapter 110, Section 5 of the Massachusetts General Laws.

A copy of the application is on file in the Town Clerk's Office for public inspection during usual office hours.

A True Copy.

Attest:

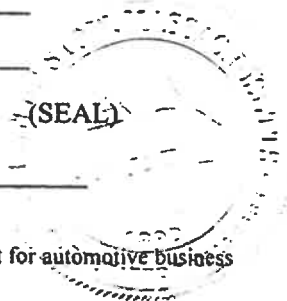
Kendra E. Hathaway
Town Clerk of Stow

Date of Issue: July 13, 2021

Date of Expiration: July 13, 2025

Book: V Page: 572

Date of Original Filing, if Renewal: n/a



Note: Property is located in a Residential District with Special Permit for automotive business

A business certificate records the name of the business and business owner with the town for consumer protection purposes. A business certificate is neither a license nor a permit to do business. Owners must conform to the town zoning requirements and permitting/licensing requirements with other town departments and state agencies.

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF STOW

This is to Certify that



**BGL AUTOMOTIVE CORP.
HUDSON ROAD AUTOMOTIVE
383 HUDSON ROAD
STOW, MA**

IS HEREBY GRANTED A

**USED CAR DEALER'S LICENSE - CLASS II
TO BUY AND SELL SECOND-HAND MOTOR VEHICLES**

In accordance with the provisions of Chapter 140 of the General Laws with amendments thereto **BGL Automotive Corp., Hudson Road Automotive** is licensed to buy and sell second-hand motor vehicles at **383 Hudson Rd, Stow, MA 01775** on premises described as follows:

EXTRACTS FROM GENERAL LAWS, CHAPTER 140, AS AMENDED

Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license; provided, however, that such person maintains or demonstrates access to repair facilities sufficient to enable him to satisfy the warranty repair obligations imposed by section seven N1/4 of chapter ninety. A used car dealer shall remain liable for all warranty repairs made and other obligations imposed by said section seven N1/4 of said chapter ninety. The registrar of motor vehicles shall promulgate rules and regulations defining sufficient repair facilities for the holder of a used car dealer's license. Also see section 57 and 59.

Premises:

Three bay auto repair shop

By order of the Select Board
this 23rd day of November 2021.

License # 2022-31

THIS LICENSE EXPIRES JANUARY 1, 2023

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES

THE COMMONWEALTH OF MASSACHUSETTS
Town of Stow

RECEIVED

NOV 16 2021

Town of Stow
SELECT BOARD

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE OR
ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a Class I, Class II, Class III (circle one) license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? Hudson Road Automotive

Business address of concern:

383 Hudson Road

Stow, MA 01775

Phonenumber: 978-568-0475

Email: hudsonrdauto@gmail.com

2. Is the above concerned an individual, co partnership, an association or a corporation? corp

3. If an individual, state full name and residential address:

N/A

4. If a co-partnership, state full names and residential addresses of the persons composing it:

N/A

Name	Address	City, State, Zip

5. If an association or a corporation, state full names and residential addresses and title of the principal officers:

Title	Name	Address	City, State, Zip
President:	Gerald Looney	28 Gov. Peabody Rd	Billerica MA 01824
Treasurer:	Tonya Looney	"	"
Secretary:	Gerald Looney	"	"

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? yes

If so, is your principal business the buying and selling of second hand motor vehicles? yes

Is your principal business that of a motor vehicle junk dealer? no

7. Give a complete description of all the premises to be used for the purpose of carrying on the business:

3 Bay auto repair facility on 1 acre of land known as Hudson Road Automotive

8. Are you a recognized agent of a motor vehicle manufacturer? NO

If so, state name of manufacturer: /

9. Have you a signed contract as required by Section 58, Class I? NO

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? yes

If so, what city or town? STOW, MA

Did you receive a license? yes For what year? 2012-2021

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? NO

12. Is this your principal business? yes - Auto service & sales

13. Do you have repair facilities on the premise? yes

If not, do you have access to repair facilities sufficient to enable you to satisfy the warranty repair obligations of the so-called "Lemon Law"? /

Provide Name, address and telephone number of the facility that will do repairs.

14. Will you be selling and storing vehicles on the premise? yes

If not, where will the vehicles be stored? /

15. Will you be selling to the public or just to other car dealers? public

***Please provide a copy of a bond or equivalent proof of financial responsibility.**

*In accordance with MGL, Chapter 140, §58(c)(1) a used car dealer must obtain a bond, or equivalent proof of financial responsibility ..., and continue in effect a surety bond or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority in the amount of \$25,000 executed by a surety company authorized by the insurance department to transact business in the commonwealth.

Sign your name in full [Signature]

Duly authorized to represent the concern herein mentioned

Residence 28 Gov. Peabody Rd. Billerica MA 01821

Important
EVERY QUESTION MUST BE ANSWERED WITH
FULL INFORMATION, AND FALSE STATEMENTS
HEREIN MAY RESULT IN THE REJECTION OF
YOUR APPLICATION OR THE SUBSEQUENT
REVOCATION OF YOUR LICENSE IF ISSUED

Note: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)

November 10, 2021

To whom it may concern,

I, Gerald Looney, representing Hudson Road Automotive, have access to a 3-bay automotive repair facility to satisfy the warranty obligations on used vehicles sold.

Gerald Looney

A handwritten signature in dark ink, appearing to read 'Gerald Looney', with a horizontal line extending to the right.

Hudson Road Automotive
383 Hudson Road
Stow, MA 01775



Western Surety Company

SECOND HAND MOTOR VEHICLE DEALER BOND

(Mass. Gen. Laws Ann. 140, § 58(c))

Bond No. ... 71239929

KNOW ALL PERSONS BY THESE PRESENTS:

Effective Date: March 6, 2012

That we, BGL Automotive Corp. dba Hudson Road Auto, as Principal, and WESTERN SURETY COMPANY, a corporation authorized to do surety business in the Commonwealth of Massachusetts, as Surety, are held and firmly bound unto persons who purchase a vehicle from the Principal and who suffer loss on account of a breach of the condition of this bond described below, in the sum of not to exceed TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), for the payment of which well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

WHEREAS, the Principal is a second hand motor vehicle dealer and is required to furnish a bond or equivalent proof of financial responsibility pursuant to Mass. Gen. Laws Ann. 140, § 58(c)(1).

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay the amount of actual damages, not to exceed the amount of this bond, to any person who purchases a vehicle from the Principal and who suffers loss on account of: (a) the Principal's default or nonpayment of valid bank drafts, including checks drawn by the Principal for the purchase of motor vehicles; (b) the Principal's failure to deliver, in conjunction with the sale of a motor vehicle, a valid motor vehicle title certificate free and clear of any prior owner's interests and all liens, except a lien created by or expressly assumed in writing by the buyer of the vehicle; (c) the fact that the motor vehicle purchased from the Principal was a stolen vehicle; (d) the Principal's failure to disclose the vehicle's actual mileage at the time of sale; (e) the Principal's unfair and deceptive acts or practices, misrepresentations, failure to disclose material facts or failure to honor a warranty claim or arbitration order in a retail transaction; or (f) the Principal's failure to pay off a lien on a vehicle traded in as part of a transaction to purchase a vehicle when the Principal had assumed the obligation to pay off the lien, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, that recovery against this bond may be made only by a person who obtains a final judgment in a court of competent jurisdiction against the Principal for an act or omission on which this bond is conditioned, if the act or omission occurred during the term of this bond. No suit may be maintained to enforce any liability on this bond unless brought within one (1) year after the event giving rise to the cause of action. This bond shall cover only those acts and omissions described above. The Surety shall not be liable for total claims in excess of the bond amount, regardless of the number of claims made against this bond or the number of years this bond remains in force.

This bond shall be continuous and may be cancelled by the Surety by giving thirty (30) days' written notice of cancellation to the municipal licensing authority at TOWN OF STOW, 380 Great Road, Town Hall, Stow, MA 01775

by First Class U.S. Mail.

Address

Dated this 6th day of March, 2012



Form F0333-7-2003

BGL Automotive Corp. dba
Hudson Road Auto, Principal

By: _____

WESTERN SURETY COMPANY, Surety

By: Paul T. Bruffat

Paul T. Bruffat, Senior Vice President



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111
www.mass.gov/dia

FORM MUST BE FILLED
OUT COMPLETELY

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Hudson Road Automotive

Address: 383 Hudson Road

City/State/Zip: Stow, MA 01775 Phone #: 978-568-0475

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 2 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☒ Other Auto Service & Sales

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information:

Insurance Company Name: WOC GUARD Insurance Company

Insurer's Address: PO Box Aft, 39 Public Square, Wilkes-Barre PA 18703-0020

City/State/Zip: _____

Policy # or Self-ins. Lic. # BGWC 275968 Expiration Date: 2/17/2022

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL, c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____ Date: 11/10/2021

Phone #: 978-568-0475

Official use only. Do not write in this area, to be completed by city or town official

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ Phone #: _____

Policy Information Page

[1] Named Insured and Mailing Address

BGL Automotive Corp
 DBA/TA Hudson Road Auto
 383 Hudson Rd
 Stow, MA 01775

Agency

H.H. WARREN INSURANCE AGENCY INC.
 22 Gleasondale Road
 P.O. Box 263
 Stow, MA 01775
 Agency Code: MAHWA10

Federal Employer's ID XX-XXX5607

Insured is Corporation

Risk ID Number 946807

Additional Names of Insured

(N2) Hudson Road Auto

[2] Policy Period

From February 17, 2021 to February 17, 2022, 12:01 AM, standard time at the insured's mailing address.

[3] Coverage

- A. Workers' Compensation Insurance - **Part One** of this policy applies to the Workers' Compensation Law of the following states: Massachusetts
- B. Employer's Liability Insurance - **Part Two** of this policy applies to work in each of the states listed in item [3]A. The limits of our liability under Part Two are:

Bodily Injury by Accident - each accident	\$1,000,000
Bodily Injury by Disease - each employee	\$1,000,000
Bodily Injury by Disease - policy limit	\$1,000,000
- C. Other States Insurance - Part Three of this policy applies to all states, except any state listed in item [3]A. and the states of North Dakota, Ohio, Washington, and Wyoming.
- D. This policy includes these endorsements and schedules:
 See Extension of Information Page - Schedule of Forms

[4] Premium

The Premium Basis and, therefore, the premium will be determined by our Manual of Rules, Classifications, Rates, and Rating Plans. All required information is subject to verification and change by audit. (Continued on another page)

Total Estimated Policy Premium	\$ 3,959
Total Surcharges/Assessments	\$ \$123.00
Total Estimated Cost	\$ \$4,082.00

INTERNAL USE XX

MGA : BGWC275968

Date : 01/13/2021

MANOTE

Page 1 - 1

Information Page
 WC 000001A

Issuing Office: P.O. Box AH, 39 Public Square, Wilkes-Barre, PA 18703-0020 • www.guard.com



CON20108A13C0AA-003691.04.10.000000

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF STOW

This is to Certify that



**BRYAN ANTHONY
IMPORT EXPORT OF BOSTON
8 WHITMAN STREET
STOW, MA**

IS HEREBY GRANTED A

**USED CAR DEALER'S LICENSE - CLASS II
TO BUY AND SELL SECOND-HAND MOTOR VEHICLES**

In accordance with the provisions of Chapter 140 of the General Laws with amendments thereto **Bryan Anthony, Import Export of Boston** is licensed to buy and sell second-hand motor vehicles at **8 Whitman St, Stow, MA 01775** on premises described as follows:

EXTRACTS FROM GENERAL LAWS, CHAPTER 140, AS AMENDED

Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license, provided, however, that such person maintains or demonstrates access to repair facilities sufficient to enable him to satisfy the warranty repair obligations imposed by section seven N1/4 of chapter ninety. A used car dealer shall remain liable for all warranty repairs made and other obligations imposed by said section seven N1/4 of said chapter ninety. The registrar of motor vehicles shall promulgate rules and regulations defining sufficient repair facilities for the holder of a used car dealer's license. Also see section 57 and 59.

Premises:

Driveway, lot, garage, and office.

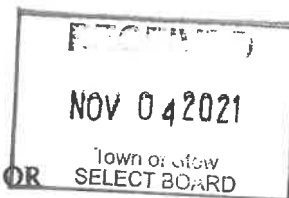
By order of the Select Board
this 23rd day of November 2021.

License # 2022-15

THIS LICENSE EXPIRES JANUARY 1, 2023

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES

THE COMMONWEALTH OF MASSACHUSETTS
Town of Stow



APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE OR
ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a Class I, Class II, Class III (circle one) license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? Import Export of Boston

Business address of concern: 8 Whitman Street Stow MA 01775

Phone number: 978-621-2471 Email: ba000000@aol.com

2. Is the above concerned an individual, co partnership, an association or a corporation? Individual

3. If an individual, state full name and residential address:

4. If a co-partnership, state full names and residential addresses of the persons composing it:

Name	Address	City, State, Zip

5. If an association or a corporation, state full names and residential addresses and title of the principal officers:

Title	Name	Address	City, State, Zip
President:			
Treasurer:			
Secretary:			

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? Yes

If so, is your principal business the buying and selling of second hand motor vehicles? X

Is your principal business that of a motor vehicle junk dealer? _____

7. Give a complete description of all the premises to be used for the purpose of carrying on the business:

House and Lot

8. Are you a recognized agent of a motor vehicle manufacturer? No

If so, state name of manufacturer: _____

9. Have you a signed contract as required by Section 58, Class I? No

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof?

If so, what city or town? Stow

Did you receive a license? Yes For what year? 1975 ON

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? No

12. Is this your principal business? Yes

13. Do you have repair facilities on the premise? No

If not, do you have access to repair facilities sufficient to enable you to satisfy the warranty repair obligations of the so-called "Lemon Law"? Yes

Provide Name, address and telephone number of the facility that will do repairs.

Willards Auto Service Leominster MA 978-840-2855

14. Will you be selling and storing vehicles on the premise? Yes

If not, where will the vehicles be stored? _____

15. Will you be selling to the public or just to other car dealers? Both

***Please provide a copy of a bond or equivalent proof of financial responsibility.**

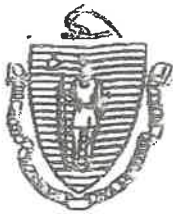
***In accordance with MGL, Chapter 140, §58(c){1} a used car dealer must obtain a bond, or equivalent proof of financial responsibility, and continue in effect a surety bond or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority in the amount of \$25,000 executed by a surety company authorized by the insurance department to transact business in the commonwealth.**

Sign your name in full Bryan Anthony
Duly authorized to represent the concern herein mentioned

Residence 8 Whitman Street Stow MA

Important
EVERY QUESTION MUST BE ANSWERED WITH
FULL INFORMATION, AND FALSE STATEMENTS
HEREIN MAY RESULT IN THE REJECTION OF
YOUR APPLICATION OR THE SUBSEQUENT
REVOCATION OF YOUR LICENSE IF ISSUED

Note: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111
www.mass.gov/dia

FORM MUST BE FILLED
OUT COMPLETELY

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Import Export of Boston

Address: 8 Whitman Street

City/State/Zip: Stow MA 01775

Phone #: 978-621-2471

Are you an employer? Check the appropriate box:

1. ☐ I am an employer with _____ employees (full and/or part-time).*
2. ☒ I am a sole proprietor or partnership and have no employees working for me in any capacity.
[No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]*
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☒ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☒ Other

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # _____

Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL, c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____

Date: 11-03-2021

Phone #: 978-621-2471

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____

Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____

Phone #: _____

A.A. DORITY COMPANY, INC.

226 LOWELL STREET, SUITE B-4, WILMINGTON, MA 01887
TEL: 617-523-2935 FAX: 617-523-1707 www.aadorty.com

This invoice is due and payable as of the date of charge unless satisfactory cancellation evidence has been furnished.

10/15/2021

Renewal

TAX ID# 04-2006385

Surety Bonds Since 1899

Invoice No. DATE OF CHARGE

BOND DESCRIPTION

565086

12/31/2021

Bryan Anthony DBA Import Export of Boston

(\$25,000.00) MA Used Car Dealer

12/31/2021 - 12/31/2022

Town of Stow, MA

NGM Bond No. S-245715

\$250.00

Bryan Anthony, Owner
Import Export of Boston
8 Whitman Street
Stow, MA 01755

You must be a current member of MIADA to receive bond discount.

*Returned Check
will incur a \$30 Fee*

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF STOW

This is to Certify that



**FRANK PATTERSON
PATTERSON AUTO BODY, INC
18 GREAT ROAD
STOW, MA**

• IS HEREBY GRANTED A
USED CAR DEALER'S LICENSE - CLASS II
TO BUY AND SELL SECOND-HAND MOTOR VEHICLES

In accordance with the provisions of Chapter 140 of the General Laws with amendments thereto **Frank Patterson, Patterson Auto Body, Inc.** is licensed to buy and sell second-hand motor vehicles at **18 Great Road, Stow, MA 01775** on premises described as follows:

EXTRACTS FROM GENERAL LAWS, CHAPTER 140, AS AMENDED

Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license; provided, however, that such person maintains or demonstrates access to repair facilities sufficient to enable him to satisfy the warranty repair obligations imposed by section seven N1/4 of chapter ninety. A used car dealer shall remain liable for all warranty repairs made and other obligations imposed by said section seven N1/4 of said chapter ninety. The registrar of motor vehicles shall promulgate rules and regulations defining sufficient repair facilities for the holder of a used car dealer's license. Also see section 57 and 59.

Conditions:

No more than 3 (three) vehicles on site for sale at any one time.

By order of the Select Board
this 23rd day of November 2021.

License # 2022-14

THIS LICENSE EXPIRES JANUARY 1, 2023

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES

THE COMMONWEALTH OF MASSACHUSETTS
Town of Stow



APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE OR
ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a Class I, Class II, Class III (circle one) license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern?

Patterson Auto Body, Inc.

Business address of concern:

18 Great Road Stow 01775

Phone number: 978 897 5568

Email: frank@pattersonsautobody.com

2. Is the above concerned an individual, co partnership, an association or a corporation?

Corp

3. If an individual, state full name and residential address:

4. If a co-partnership, state full names and residential addresses of the persons composing it:

Name	Address	City, State, Zip

5. If an association or a corporation, state full names and residential addresses and title of the principal officers:

Title	Name	Address	City, State, Zip
President:	Frank Patterson Jr	284 Long Hill Rd Bolton, MA	Bolton MA 01740
Treasurer:	Susan Patterson	284 Longhill Rd	Bolton, MA 01740
Secretary:	Frank Patterson Jr	"	"

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? NO

If so, is your principal business the buying and selling of second hand motor vehicles? NO

Is your principal business that of a motor vehicle junk dealer? NO

7. Give a complete description of all the premises to be used for the purpose of carrying on the business:

Auto Body Repair

Bldg 1 holds 15 cars

Bldg 2 holds 1 car

8. Are you a recognized agent of a motor vehicle manufacturer? NO

If so, state name of manufacturer: _____

9. Have you a signed contract as required by Section 58, Class I? _____

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? NO

If so, what city or town? _____

Did you receive a license? _____ For what year? _____

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? NO

12. Is this your principal business? NO

13. Do you have repair facilities on the premise? yes

If not, do you have access to repair facilities sufficient to enable you to satisfy the warranty repair obligations of the so-called "Lemon Law"? _____

Provide Name, address and telephone number of the facility that will do repairs.

14. Will you be selling and storing vehicles on the premise? yes

If not, where will the vehicles be stored? _____

15. Will you be selling to the public or just to other car dealers? public

***Please provide a copy of a bond or equivalent proof of financial responsibility.**

*In accordance with MGL, Chapter 140, §58(c)(1) a used car dealer must obtain a bond, or equivalent proof of financial responsibility ..., and continue in effect a surety bond or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority in the amount of \$25,000 executed by a surety company authorized by the insurance department to transact business in the commonwealth.

Sign your name in full *[Signature]*
Duly authorized to represent the concern herein mentioned

Residence 284 Lunshill Road Botton, MA 01740

Important
EVERY QUESTION MUST BE ANSWERED WITH
FULL INFORMATION, AND FALSE STATEMENTS
HEREIN MAY RESULT IN THE REJECTION OF
YOUR APPLICATION OR THE SUBSEQUENT
REVOCATION OF YOUR LICENSE IF ISSUED

Note: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)

Issued Through:

A.A. Dority Company, Inc.

CONTINUATION CERTIFICATE

The **NGM Insurance Company**, hereinafter called the Company,
hereby continues in force its **MA Used Car Dealer, Bond Number 255132**

in the sum of **Twenty-Five Thousand dollars (\$25,000.00)**

on behalf of

Patterson Auto Body, Inc.

located at

18 Great Road
Stow, MA 01775

in favor of **Town of Stow, MA**

for the term beginning **December 31, 2021** and ending on **December 31, 2022**, subject to all
covenants and conditions of said bond.

This Continuation is executed upon the express condition that the Company's liability shall
not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

In witness whereof, the Company has caused this instrument to be signed by its duly
authorized Attorney-in-Fact and its Corporate Seal to be hereto affixed this day, October 25, 2021

NGM Insurance Company

By: 

Katie E. Connor

Attorney-in-Fact

Producer:

A.A. Dority Company, Inc.

226 Lowell Street, Suite B-4

Wilmington, MA 01887

617-523-2935

Fax: 617-523-1707

PATTERSON
Highly
WRECK • AMENDED
AUTO BODY

WWW.PATTERSONSAUTOBODY.COM
18 GREAT RD., STONIA MA 01775
(978) 897-5568

The body shop at Patterson's Autobody is where vehicles are placed during realignment and reassembly.

- The bodyshop contains a computer-driven laser measuring system that helps to exactly align bodywork. Alignment can be compared with the original factory specifications so that repairs can be made an exact match with the original.
- Frame machines raise and support vehicles that are being worked on allowing mechanics to straighten bends in the vehicle frames resulting from an accident. To work on multiple tasks at the same time Patterson's Autobody has five different frame machines that can hold vehicles that are all currently under repair.
- Patterson Autobody has two state-of-the-art paint booths that include cross-draft air flow and a bake oven.
- The brightly lit paint booth provides enough white lighting to make a perfect paint color match.



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111
www.mass.gov/dia

FORM MUST BE FILLED
OUT COMPLETELY

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Patterson Auto Body Inc.

Address: 18 Great Road

City/State/Zip: Stow MA 01775 Phone #: 978 897 5568

Are you an employer? Check the appropriate box:

1. ☒ I am a employer with 14 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]*
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☒ Other Auto Body Repair

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Am Guard Insurance Company

Insurer's Address: 39 Public Square

City/State/Zip: Wilkes Barre PA 18703-0200

Policy # or Self-ins. Lic. # PAWC 128767 Expiration Date: 4/15/2022

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL, c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature]

Date: 11/1/21

Phone #: 978 897 5568

Official use only. Do not write in this area, to be completed by city or town official

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____

Phone #: _____

Policy Information Page

[1] Named Insured and Mailing Address

PATTERSON AUTO BODY, INC.
18 Great Rd
Stow, MA 01775

Agency

H.H. WARREN INSURANCE AGENCY INC.
22 Gleasondale Road
P.O. Box 263
Stow, MA 01775
Agency Code: MAHWA10

Federal Employer's ID XX-XXX2561
Risk ID Number 318707

Insured is Corporation

[2] Policy Period

From April 15, 2021 to April 15, 2022, 12:01 AM, standard time at the insured's mailing address.

[3] Coverage

- A. Workers' Compensation Insurance - **Part One** of this policy applies to the Workers' Compensation Law of the following states: Massachusetts
- B. Employer's Liability Insurance - **Part Two** of this policy applies to work in each of the states listed in item [3]A. The limits of our liability under Part Two are:
- | | |
|---|-------------|
| Bodily Injury by Accident - each accident | \$1,000,000 |
| Bodily Injury by Disease - each employee | \$1,000,000 |
| Bodily Injury by Disease - policy limit | \$1,000,000 |
- C. Other States Insurance - Part Three of this policy applies to all states, except any state listed in item [3]A. and the states of North Dakota, Ohio, Washington, and Wyoming.
- D. This policy includes these endorsements and schedules:
See Extension of Information Page - Schedule of Forms

[4] Premium

The Premium Basis and, therefore, the premium will be determined by our Manual of Rules, Classifications, Rates, and Rating Plans. All required information is subject to verification and change by audit. (Continued on another page)

Total Estimated Policy Premium	\$	8,829
Total Surcharges/Assessments	\$	\$297.00
Total Estimated Cost	\$	\$9,126.00

INTERNAL USE XX
MGA : PAWC232159
Date : 03/11/2021
MANOTE

Page - 1 -

Information Page
WC 000001A

Issuing Office: P.O. Box AH, 39 Public Square, Wilkes-Barre, PA 18703-0020 • www.guard.com

CDN44374A13C0AA.003712.04.09.000000



THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF STOW

This is to Certify that



**AUSTIN SWINNEY
YOLO MOTO CO
92 GREAT ROAD, UNIT 2
STOW, MA**

IS HEREBY GRANTED A

**USED CAR DEALER'S LICENSE - CLASS II
TO BUY AND SELL SECOND-HAND MOTOR VEHICLES**

In accordance with the provisions of Chapter 140 of the General Laws with amendments thereto **Austin Swinney, YOLO MOTO CO** is licensed to buy and sell second-hand motor vehicles at **92 Great Road, Unit 2, Stow, MA 01775** on premises described as follows:

EXTRACTS FROM GENERAL LAWS, CHAPTER 140, AS AMENDED

Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license; provided, however, that such person maintains or demonstrates access to repair facilities sufficient to enable him to satisfy the warranty repair obligations imposed by section seven N1/4 of chapter ninety. A used car dealer shall remain liable for all warranty repairs made and other obligations imposed by said section seven N1/4 of said chapter ninety. The registrar of motor vehicles shall promulgate rules and regulations defining sufficient repair facilities for the holder of a used car dealer's license. Also see section 57 and 59.

Conditions:

- No more than four (4) cars outside and eight (8) cars inside
- A specific layout of how cars will be spaced shall be developed and approved by public safety before any operations begin
- Deliveries only on the days and hours of operation, but not on Sunday

Hours of Operation:

Monday – Friday: 12:00pm to 7:00pm

Saturday – 9:00am to 7:00pm

Sunday – By appointment only

Hours of operation for mechanical work are 8 a.m. to 5 p.m. Monday through Saturday

License # 2022-35

By order of the Select Board this 23rd day of November 2021.

THIS LICENSE EXPIRES JANUARY 1, 2023

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES

THE COMMONWEALTH OF MASSACHUSETTS
Town of Stow

RECEIVED

NOV 16 2021

TOWN OF STOW
SELECT BOARD

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE OR
ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a Class I, Class II, Class III (circle one) license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? YOLO MOTO CO

Business address of concern: 92 Great Rd Unit 2

Phone number: 781 502 6317 Email: austin@yolomoto.co

2. Is the above concerned an individual, co partnership, an association or a corporation? corp

3. If an individual, state full name and residential address:

4. If a co-partnership, state full names and residential addresses of the persons composing it:

Name	Address	City, State, Zip
Austin Swinney	17 Chestnut St	Stoneham MA 02180

5. If an association or a corporation, state full names and residential addresses and title of the principal officers:

Title	Name	Address	City, State, Zip
President:	Austin Swinney	17 Chestnut St	Stoneham, MA 02180
Treasurer:	Austin Swinney	17 Chestnut St	Stoneham, Ma 02180
Secretary:	Austin Swinney	17 Chestnut St	Stoneham, MA 02180

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? Yes

If so, is your principal business the buying and selling of second hand motor vehicles? Yes

Is your principal business that of a motor vehicle junk dealer? NO

7. Give a complete description of all the premises to be used for the purpose of carrying on the business:

1600 sq feet of space in "unit 2" at the rear of the building.
And 10 outdoor parking spaces adjacent to unit 2.

8. Are you a recognized agent of a motor vehicle manufacturer? NO

If so, state name of manufacturer: _____

9. Have you a signed contract as required by Section 58, Class I? _____

X

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof?

If so, what city or town? STOW

Did you receive a license? YES For what year? 2021

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? NO

12. Is this your principal business? Yes

13. Do you have repair facilities on the premise? Yes

If not, do you have access to repair facilities sufficient to enable you to satisfy the warranty repair obligations of the so-called "Lemon Law"? _____

Provide Name, address and telephone number of the facility that will do repairs.

14. Will you be selling and storing vehicles on the premise? Yes

If not, where will the vehicles be stored? _____

15. Will you be selling to the public or just to other car dealers? public

***Please provide a copy of a bond or equivalent proof of financial responsibility.**

*In accordance with MGL, Chapter 140, §58(c)(1) a used car dealer must obtain a bond, or equivalent proof of financial responsibilityand continue in effect a surety bond or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority in the amount of \$25,000 executed by a surety company authorized by the insurance department to transact business in the commonwealth.

Sign your name in full _____

Duly authorized to represent the concern herein mentioned

Residence 17 Chestnut St, Stoneham, MA

Important
EVERY QUESTION MUST BE ANSWERED WITH
FULL INFORMATION, AND FALSE STATEMENTS
HEREIN MAY RESULT IN THE REJECTION OF
YOUR APPLICATION OR THE SUBSEQUENT
REVOCATION OF YOUR LICENSE IF ISSUED

Note: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)



YOLO MOTO CO
92 Great Road, Unit 2
Stow, MA 01775

November 14, 2021

Town of Stow
Select Board
Stow Town Building
380 Great Road
Stow, MA 01775

Dear Town of Stow Select Board,

I have and maintain a garage at 92 Great Road Unit 2 for the purpose of satisfying warranty repair obligations.

Sincerely,

A handwritten signature in dark ink, appearing to read "Austin Swinney", with a long horizontal flourish extending to the right.

Austin Swinney, Owner, YOLO MOTO CO



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111
www.mass.gov/dia

FORM MUST BE FILLED
OUT COMPLETELY

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: YOLO MOTO CO

Address: 92 Great Rd Unit 2

City/State/Zip: STOW, MA 01775 Phone #: 781 502 6317

Are you an employer? Check the appropriate box:

1. ☐ I am a employer with _____ employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☒ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☒ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information:

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # _____

Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL, c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____

Date: 11-14-21

Phone #: 781 502 6317

Official use only. Do not write in this area, to be completed by city or town official

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____

Phone #: _____



Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the principal and Western Surety Company, that instead of as originally written:

The Principal's name has been changed.

From:

Austin Swinney dba Yolo Moto Co

To:

YOLO MOTO CO

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Bond _____, except as hereinabove set forth.

This Rider becomes effective on the 6th day of July, 2021, at twelve and one minute o'clock a.m., standard time.

Attached to and forming part of Bond No. 65503368
issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota,
to YOLO MOTO CO

Signed this 6th day of July, 2021.

By Paul T. Bruflat
Paul T. Bruflat, Vice President



Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Second Hand Motor Vehicle Dealer

bond with bond number 65503368

for YOLO MOTO CO

as Principal in the penalty amount not to exceed: \$ 25,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 6th day of July

2021

ATTEST



P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY

By



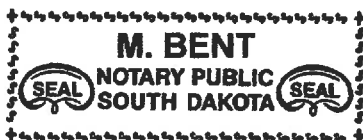
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 6th day of July, 2021, before me, a Notary Public, personally appeared
Paul T. Bruflat and P. Leitheiser

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires March 2, 2026

Notary Public



To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Approve and Sign the Stow
Acres South Course Purchase
and Sale Agreement
for a Conservation Restriction on
approximately 151 acres

AGREEMENT OF PURCHASE AND SALE

BY AND BETWEEN

STOW HOLDINGS LLC

AS SELLER,

AND

TOWN OF STOW,

AS PURCHASER

Date: November 23, 2021

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this “**Agreement**”) is made and entered into as of this 23rd day of November, 2021 (the “**Effective Date**”) by and between **STOW HOLDINGS LLC**, a Massachusetts limited liability company (“**Seller**”), and the **TOWN OF STOW**, Massachusetts municipality (“**Purchaser**”).

In consideration of the mutual promises, covenants and agreements hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

ARTICLE I.

Sale of Conservation Restriction

1.1 Sale of Conservation Restriction. Seller hereby agrees to sell, assign and convey to Purchaser and Purchaser agrees to purchase from Seller a perpetual conservation restriction pursuant to G.L. c. 184, §§ 31-33 (the “**Conservation Restriction**”) on that certain parcel of land, commonly known as the “South Course,” containing 151 acres, more or less, shown as “Parcel F” on a plan entitled “Plan of Land in Stow, Massachusetts,” dated January 2002, prepared by Acton Survey & Engineering, Inc. (the “**2002 Plan**”), recorded with the Middlesex South District Registry of Deeds as Plan 76 of 2002 (Sheet 4 of 4) (the “**Property**”), and being a portion of those premises described in a deed dated April 22, 2016 recorded with the Middlesex South District Registry of Deeds in Book 67309, Page 266. The Conservation Restriction shall be in substantially the form attached hereto as **Exhibit A**. Purchaser acknowledges receipt from Seller of plan of land of the Property dated as of October 18, 2021, prepared by Stamski and McNary, Inc. (the “**Survey**”).

ARTICLE II.

Purchase Price; Deposit

2.1 Purchase Price. The purchase price for the Conservation Restriction shall be ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00) (the “**Purchase Price**”), of which One Thousand and No/100 Dollars (\$1,000.00) shall be paid within five (5) days of the Effective Date (the “**Deposit**”) together with the making of a gift from the Seller to the Purchaser and The Stow Conservation Trust, Inc. for their public charitable and conservation purposes, the value of which shall be the difference between the value of the unencumbered Property and the value of the Property subject to this Conservation Restriction, less the Purchase Price, in accordance with 26 U.S.C. § 170(h). The balance of the Purchase Price, as adjusted by all prorations as provided for herein, shall be paid to Seller by Purchaser at Closing, by wire transfer of immediately available federal funds.

2.2 Deposit. (a) Within five (5) Business Days after the Effective Date, Purchaser will deposit the Deposit with Title Company as Escrow Agent in a federally-insured non-interest bearing bank account.

(b) The Deposit shall be applied to the Purchase Price at Closing or, if the Closing does not take place, shall be disbursed as otherwise provided herein. Escrow Agent's obligation to return the Deposit to the party entitled thereto under the terms of this Agreement, as and when provided herein, shall survive the termination of this Agreement.

(c) In the event that this Agreement is terminated for any reason other than Purchaser's default under Section 13.2, the Deposit shall be returned to Purchaser within five (5) business days of said termination, regardless of whether the return of said Deposit is stated elsewhere in this Agreement. The foregoing obligation shall survive the termination of this Agreement and constitute a "Surviving Termination Obligation" hereunder.

ARTICLE III.

Title Company

3.1 Title Company. Marsh, Moriarty, Ontell & Golder, P.C., as agent for Chicago Title Insurance Company (the "**Title Company**") is executing this Agreement to acknowledge Title Company's responsibilities and rights hereunder. Any amendment to this Agreement which alters the Title Company's responsibilities and/or rights hereunder not executed by the Title Company shall be effective as to the parties thereto, but shall not be binding upon the Title Company. The Title Company shall accept any funds deposited into escrow with the Title Company pursuant to this Agreement with the understanding of the parties that the Title Company is not a party to this Agreement except to the extent of its specific responsibilities and rights hereunder, and does not assume or have any liability for the performance or non-performance of Purchaser or Seller hereunder. Additional provisions with respect to the Title Company are set forth in Article XVI and Exhibit D.

ARTICLE IV.

Closing, Prorations and Closing Costs

4.1 Closing. The closing of the purchase and sale of the Conservation Restriction shall occur on December 27, 2021 or such earlier date as may be agreed to by both Seller and Purchaser (as the same may be extended in accordance with this Agreement, the "**Closing Date**"). The parties shall not conduct an "in person" Closing. Rather, the Closing shall be held through escrow, with each party delivering all closing documents to the offices of the Title Company, or at such other place agreed to by Seller and Purchaser. "**Closing**" shall be deemed to have occurred when Title Company has been instructed by both parties to record the Conservation Restriction (as hereinafter defined) and disburse the adjusted Purchase Price to Seller. Time is hereby made of the essence.

4.2. Prorations. All matters involving prorations or adjustments to be made in connection with Closing and not specifically provided for in some other provision of this

Agreement shall be adjusted in accordance with this Section 4.2. Except as otherwise set forth herein, all items to be prorated pursuant to this Section 4.2 shall be prorated as of midnight of the day immediately preceding the Closing Date, with Purchaser to be treated as the owner of the Conservation Restriction, for purposes of prorations on and after the Closing Date. The provisions of this Section 4.2 shall survive the Closing.

4.2.1. Taxes. Notwithstanding the grant of the Conservation Restriction by Seller to Purchaser and The Stow Conservation Trust, Inc., Seller, as the owner of the underlying fee interest in the Property, shall continue to be responsible for payment of all real estate taxes and assessments. All taxes due and payable at the Closing Date shall be paid at the time of Closing. Pursuant to M.G.L. c. 64D, § 1, no deed excise stamp tax is due or payable with respect to the transaction contemplated hereby.

4.2.2. Insurance. There shall be no proration of Seller's insurance premiums or assignment of Seller's insurance policies. Purchaser shall obtain any insurance coverage deemed necessary or appropriate by Purchaser.

4.2.3. Utilities. The parties acknowledge that there are no utilities serving the Conservation Restriction and that Seller may continue to maintain its utilities as provided in the Conservation Restriction.

4.2.4. Calculations. All prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the day of the Closing and based upon the actual number of days in the month and a three hundred sixty five (365) day year.

4.3. Closing Costs. Seller shall pay (a) the fees of any counsel representing Seller in connection with this transaction; (b) all State, County and local fees payable upon the transfer of the Conservation Restriction to Purchaser (other than the fees for recording the Conservation Restriction (as defined below)); (c) the cost of the Survey, including the cost of any changes requested by Purchaser to the Survey; (d) the cost of preparation of a so-called Baseline Documentation Report, and (e) one-half of any escrow fee charged by the Title Company. Purchaser shall pay (i) the fees of any counsel representing Purchaser in connection with this transaction; (ii) the cost of Purchaser's title policy (the "**Title Policy**"), including any endorsements requested by Purchaser to the Title Policy; (iii) one-half of any escrow fee charged by the Title Company; and (iv) the fees for recording the Conservation Restriction. Any other costs or expenses incident to this transaction and the closing thereof not expressly provided for above shall be allocated between and paid by the parties in accordance with custom and practice in the Commonwealth of Massachusetts, and to the extent applicable, the Real Estate Bar Association for Massachusetts (formerly the Massachusetts Conveyancer's Association).

The provisions of this Article IV shall survive the Closing

ARTICLE V.

Purchaser's Right of Inspection; Inspection Period; Uniform Procurement Act

5.1. Right to Evaluate. From the Effective Date until 5:00 p.m. (local time at the Property) on December 1, 2021 (the “**Inspection Period**”), Purchaser and its agents shall have the right between the hours of 9:00 a.m. EST and 5:00 p.m. EST (with notice given to Seller at least forty-eight (48) hours’ in advance, which may be notice solely by electronic mail) and subject to Seller’s right of possession and the rights of possession of any other occupant of the Property, at Purchaser’s sole cost and expense and at Purchaser’s and its agents’ sole risk, to perform inspections and tests of the Property and to perform such other analyses, inquiries and investigations as Purchaser shall deem necessary or appropriate, including, without limitation, appraisals, engineering studies, environmental studies and underwriting analyses; provided, however, that in no event shall Purchaser or its agents or representatives conduct any physical testing, drilling, boring, sampling or removal of, on or through the surface of the Property (or any part or portion thereof) including, without limitation, any ground borings or invasive testing of the Improvements (collectively, “**Physical Testing**”). Purchaser may, at its option, by sending written notice to Seller on or before December 1, 2021, elect to terminate this Agreement if it is not satisfied with the condition of the Property. In the event Purchaser elects to terminate this Agreement as aforesaid, the Deposit shall be returned to Purchaser and this Agreement shall terminate and be of no further force and effect other than the Surviving Termination Obligations. Nothing herein shall impair Purchaser’s termination rights under Section 5.5. After making such tests and inspections, Purchaser agrees to promptly restore the Property to substantially the same condition in which the Property was found prior to such tests and inspections (which obligation shall be a Surviving Termination Obligation). Prior to Purchaser entering the Property to conduct the inspections and tests described above, Purchaser shall obtain and maintain, at Purchaser’s sole cost and expense, and shall deliver to Seller evidence of, the following insurance coverage, and shall cause each of its agents and contractors to obtain and maintain, and, upon request of Seller, shall deliver to Seller evidence of, the following insurance coverage: commercial liability insurance, from an insurer reasonably acceptable to Seller, in the amount of One Million and No/100 Dollars (\$1,000,000.00) combined single limit for personal injury and property damage per occurrence (\$2,000,000.00, in the aggregate), together with umbrella coverage of at least Two Million and No/100 Dollars (\$2,000,000.00), such policy to name Seller and its mortgage lender, as identified by Seller to Purchaser, as additional insured parties, which insurance shall provide coverage against any claim for personal liability or property damage caused by Purchaser or its agents, employees or contractors in connection with such inspections and tests. Seller shall have the right, in its discretion, to accompany Purchaser and/or its agents during any inspection.

5.2. Inspection Obligations and Indemnity. In connection with its inspections, Purchaser and its contractors shall: (a) not unreasonably disturb Seller’s or any other occupant’s use of the Property; (b) not interfere with the operation and maintenance of the Property; (c) not damage any part of the Property or any personal property owned or held by Seller; (d) not injure or otherwise cause bodily harm to Seller, its agents, contractors and employees; (e) promptly pay when due the costs of all tests, investigations and examinations done with regard to the Property; (f) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; and (g) restore any damage caused to any improvements and the surface of the Property as a result

of the exercise of the rights granted herein to substantially the same condition in which the Property was found before any such inspection or tests were undertaken. Purchaser shall, and does hereby agree, to the extent permitted by law, to indemnify, defend and hold the Seller, its partners, agents and their respective successors and assigns, harmless from and against any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including but not limited to attorneys' fees) to the extent arising out of Purchaser's or Purchaser's agents' actions taken in, on or about the Property in the exercise of the inspection right granted pursuant to Section 5.1, including, without limitation, Purchaser's obligations pursuant to this Section 5.2; provided, however, in no event shall Purchaser be liable for any diminution in value of the Property or for any other cost, expense, or liability resulting from the discovery of any pre-existing conditions (including, without limitation, any Hazardous Materials) on or under the Property, or be obligated to defend, indemnify or hold harmless any of the above-named indemnitees for their own negligence or willful misconduct. This Section 5.2 shall survive the Closing and/or any termination of this Agreement.

5.3. Seller Deliveries. To the extent not previously delivered to Purchaser, Seller shall deliver to Purchaser all of the items specified on Exhibit B attached hereto (the “**Documents**”), within three (3) business days after the Effective Date to the extent such items are in Seller's possession or under its reasonable control. Seller makes no representations or warranties of any kind regarding the accuracy, thoroughness or completeness of or conclusions drawn in the information contained in the Documents, if any, relating to the Property, provided, however, that Seller represents and warrants that it has no actual knowledge (as defined in Section 7.2) that same are materially incomplete, inaccurate or untrue. Further, if Seller has not delivered to Purchaser any of the Documents within such three (3) business day period, it will constitute Seller's deemed representation and warranty that, to Seller's knowledge, Seller does not have such Documents within its possession or under its reasonable control. Seller has no obligation to deliver or make available to Purchaser Seller's internal memoranda, attorney-client privileged materials, internal appraisals, economic evaluations of the Property, nor any reports regarding the Property prepared by Seller or its affiliates solely for internal use or for the information of the investors in Seller.

5.4. Independent Examination. Purchaser hereby acknowledges that, except as provided in Section 7.1, Purchaser is relying upon its own independent examination of the Property and all matters relating thereto and not upon the Documents and/or any statements of Seller or of any officer, director, employee, agent, broker, manager or attorney of Seller with respect to acquiring the Conservation Restriction. Seller shall not be deemed to have represented or warranted the completeness or accuracy of any studies, investigations and reports heretofore or hereafter furnished to Purchaser (but nothing in the foregoing limits the terms of Section 5.3). The provisions of this Section 5.4 shall survive Closing and/or termination of this Agreement.

5.5. Termination Right. Notwithstanding anything in this Agreement that may be expressed or implied to the contrary, in the event that Purchaser determines, in Purchaser's sole and absolute discretion, that it does not desire, for any or no reason, to acquire the Conservation Restriction (including, without limitation, if it is not satisfied with the title to the Conservation Restriction, whether or not the exception(s) with which it is not satisfied is a Permitted Exception), Purchaser shall provide written notice (the “**Termination Notice**”) to Seller before the end of the Inspection Period, and, subject to the Surviving Termination Obligations, the Deposit shall be

returned to Purchaser and this Agreement shall terminate and thereupon neither party shall have any further rights or obligations to the other hereunder. If Purchaser shall fail to timely provide the Termination Notice to Seller on or before the expiration of the Inspection Period, time being of the essence, the termination right described in this Section 5.5 shall be immediately null and void and of no further force or effect and Purchaser shall be deemed to have elected to proceed with this Agreement pursuant to its terms and to be satisfied with its inspections and examination of the Property. Purchaser's failure to provide the Termination Notice on or before the end of the Inspection Period shall constitute Purchaser's waiver of the herein-described termination right (that is, the termination right contained in this Section 5.5; for the purpose of clarity, it is not a waiver of any termination rights set forth elsewhere in this Agreement that remain in force and effect at that time in accordance with their terms). Notwithstanding any provision of this Agreement, this is an "all or none" transaction and Purchaser has no right to terminate this Agreement as to merely a portion of the Conservation Restriction, as opposed to the entire Conservation Restriction.

5.6 Uniform Procurement Act. Seller acknowledges that Purchaser is obligated to comply with the requirements established by M.G.L. c. 30B (the "**Uniform Procurement Act**") in connection with Purchaser's acquisition of the Conservation Restriction. Purchaser covenants to use its best commercially reasonable efforts to cause the requirements of the Uniform Procurement Act to be satisfied on or before the Closing Date.

ARTICLE VI.

Title and Survey Matters

6.1. Title.

(a) It shall be a condition to Purchaser's obligation to close that title to the Conservation Restriction shall be good, insurable and marketable, subject only to the Permitted Exceptions. Purchaser shall obtain, at Purchaser's expense, from the Title Company, an ALTA owner's title insurance commitment (the "**Commitment**") covering the Conservation Restriction. If Purchaser has objections to the title to the Conservation Restriction (including any objections based on lack of access to a public way), or to Survey matters, Purchaser shall, no later than the that date which is five (5) days prior to the expiration of the Inspection Period (that is, by 5:00 p.m. on December 10, 2021) deliver to Seller copies of the Commitment, any Survey, copies of any title exception documents, and a letter in writing specifying those title matters identified in the Commitment or on the Survey which Purchaser disapproves (the "**Title/Survey Objections**"). Notwithstanding anything herein to the contrary, Purchaser may not object to (and the following shall constitute part of the Permitted Exceptions): (a) applicable zoning, subdivision, building and other laws and regulations; (b) liens for non-delinquent taxes, assessments and governmental charges not yet due and payable; or (c) all matters, whether or not of record, that arise out of the actions of Purchaser or Purchaser's agents, employees, representatives, consultants, contractors, attorneys, and board or commission members, and others with a reasonable business purpose to know (with Purchaser, the "**Purchaser Parties**") entering the Property under this Agreement. Seller shall have the right, but not the obligation (except for Voluntary Liens, defined below), to Remove (as defined below) any Title/Survey Objections. Within three (3) business days after receipt of Purchaser's Title/Survey Objections, Seller shall notify Purchaser in writing whether

Seller elects to attempt to Remove such Title/Survey Objections (and Seller's failure to send such a notice to Purchaser within such 3-business day period shall be deemed an election not to Remove such Title/Survey Objections).

(b) If Seller elects or is deemed to elect not to Remove any Title/Survey Objections, Purchaser shall notify Seller in writing prior to the expiration of the Inspection Period whether Purchaser elects either to (i) proceed to the Closing notwithstanding Seller's election or deemed election not to Remove all such Title/Survey Objections, and without reduction of the Purchase Price, and in such event all Title/Survey Objections that Seller has elected or is deemed to have elected not to Remove shall be Permitted Exceptions; or (ii) terminate this Agreement by sending written notice thereof to Seller, and upon delivery of such notice of termination, the Deposit shall be returned to Purchaser and this Agreement shall terminate and thereafter neither party hereto shall have any further rights, obligations or liabilities hereunder except for the Surviving Termination Obligations. If Purchaser fails to respond one way or the other prior to the expiration of said Inspection Period, Purchaser shall be deemed to have elected to proceed under clause (ii) of this Section 6.1(b) (to be clear, if the Inspection Period has not yet expired, then Purchaser still has its Inspection Period termination rights under Section 5.5). If Seller elects to Remove any Title/Survey Objections, and provided that Purchaser shall not have previously terminated this Agreement pursuant to its terms, Seller shall have until the date of Closing to use good faith efforts to attempt to Remove the same, and Removal of same shall be a condition to Purchaser's obligation to close (to be clear, the Deposit shall be returned to Purchaser unless Purchaser affirmatively elects to continue to Closing, without a reduction in the Purchase Price). "**Remove**", "**Removed**" and "**Removal**", with respect to any exception to title, shall mean that Seller causes the Title Company to (a) remove or omit the same from Purchaser's Title Policy, or (b) affirmatively insure over the same as an exception to the Purchaser's Title Policy, provided that such affirmative insurance is (i) not expressly excluded from being available to Purchaser's successors and assigns and Purchaser's lenders, (ii) is reasonably acceptable to Purchaser, and (iii) provided without any additional cost or liability to Purchaser.

Purchaser and Seller hereby agree that "**Permitted Exceptions**" shall mean the following: (1) any exception, exclusion from coverage or other matter shown in the Commitment or the Survey (or if there is no Survey, then all matters that an ALTA "as-built" survey would show) or otherwise of record as of (i) as to title, the date of the Commitment, and (ii) as to Survey, as of the date of the Survey, but, in each case, only to the extent that (x) the matter was not identified in writing to Seller as a Title/Survey Objection within said applicable time period or (y) Purchaser objected to same but Seller has not agreed to Remove pursuant to the foregoing objection and response process and yet Purchaser elects to go forward with the transaction, in which event, as discussed above, there shall be no reduction in Purchase Price due to such matter (to be clear, in all events Seller must Remove Voluntary Liens, defined below), (2) any title or survey matter that Seller has elected to Remove but despite good faith efforts is not able to Remove by the Closing and yet Purchaser elects to go forward with the transaction (without a reduction in Purchase Price, as discussed above), (3) the Final Subdivision Plan (as defined below) and (4) any matters deemed to be Permitted Exceptions in accordance with Section 6.1(a) above and/or Section 6.1(c) below.

(c) Following the expiration of the Inspection Period, Purchaser may, at or prior to Closing, notify Seller in writing of any additional objections to any matters which are not

Permitted Exceptions, which are first disclosed on an update to the Commitment and which have a material adverse effect on the value of the Conservation Restriction or Purchaser's anticipated use thereof, including, without limitations, those matters set forth in Section 10.2.9 (the "**Second Objection Letter**"). With respect to any such objections to title set forth in such Second Objection Letter, Purchaser shall have the option to deliver Seller written notice of Purchaser's objection thereto, and Seller shall have the same option to elect to Remove such objections and, if Seller elects not to Remove any of the same on or before the date that is three (3) business days after Seller's receipt of Purchaser's objection thereto (and, in any event, prior to Closing), Purchaser shall have the same option to proceed to Closing and accept title subject to such objections (in such event all such objections that Seller has elected or is deemed to have elected not to Remove shall be Permitted Exceptions) or to terminate this Agreement as those objections made by Purchaser in said Second Objection Letter by delivery of written notice to Seller within three (3) business days after Seller's response (or deemed response) to the Second Objection Letter.

(d) Notwithstanding the foregoing, at or prior to the Closing, Seller shall be obligated to deliver, at its sole cost and expense, a subordination agreement (each, a "**Subordination Agreement**") with respect to each mortgage and monetary lien granted by written instrument executed by Seller that encumber the Conservation Restriction, regardless of whether or not Purchaser has objected to such liens pursuant to this Section 6.1 ("**Voluntary Liens**"). If, despite using good faith efforts, Seller is unable to deliver the Subordination Agreement to Purchaser at Closing, Purchaser shall have the right to terminate this Agreement and receive a refund of the Deposit, whereupon the parties shall be without further obligations hereunder other than the Surviving Termination Obligations.

(e) Notwithstanding anything to the contrary herein, Seller shall have the right, by delivery of written notice to Purchaser on or before the Closing Date, to adjourn the Closing Date by up to thirty (30) days for purposes of Removing (or attempting to Remove) any Title/Survey Objection that Seller has elected to Remove or otherwise fulfilling (or attempting to fulfill) its obligations under this Section 6.1, and during such extended time Seller shall continue using good faith efforts to effectuate such Removal.

(f) Notwithstanding anything in this Agreement to the contrary, nothing herein shall impair Purchaser's ability to terminate this Agreement for any or no reason (including, without limitation, any or no reason with respect to title or survey) by written notice delivered to Seller prior to the expiration of the Inspection Period, in Purchaser's sole and absolute discretion.

ARTICLE VII.

Representations and Warranties of the Seller

7.1. **Seller's Representations.** Seller represents and warrants to Purchaser that the following matters are true and correct as of the Effective Date and Seller shall recertify these

representations and warranties as of the Closing Date by virtue of its delivery of the Seller's Bring-Down Certificate (defined below in this Agreement).

(a) Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Massachusetts.

(b) Seller is the sole fee owner of the Property and it has not granted any rights of first refusal or rights of first or last offer, or options, or other pre-emptive rights that would adversely affect Seller's ability to consummate the transaction provided in this Agreement or be binding on Seller following the Closing.

(c) This Agreement has been duly authorized, executed and delivered by Seller, is the legal, valid and binding obligation of Seller, and no person whose consent is required for Seller's execution of this Agreement or for Seller to fulfill its obligations hereunder is under any legal disability that will adversely affect the enforceability of this Agreement.

(d) This Agreement does not, to Seller's actual knowledge, violate any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject.

(e) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by Seller.

(f) All documents to be executed by Seller which are to be delivered at Closing, will, at the time of Closing, (a) be duly authorized, executed and delivered by Seller (it being acknowledged that a Conservation Restriction signed under a power of attorney will not be satisfactory), (b) be legal, valid and binding obligations of Seller, and (c) not violate, to Seller's actual knowledge, any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject.

(g) Seller has not entered into leases, licenses, or other occupancy agreements which would be binding on Purchaser after Closing.

(h) To Seller's actual knowledge, as of the Effective Date, Seller has received no written notice that any investigation, action or proceeding is pending or threatened, which (i) questions the validity of this Agreement or any action taken or to be taken pursuant hereto, or (ii) involves condemnation or eminent domain proceedings against the Property or any material portion thereof.

(i) To Seller's actual knowledge, as of the Effective Date, Seller has not received any written notice from any governmental authority alleging that the Property is in material violation of any applicable law which violation remains uncured.

(j) Seller is not a "foreign person" within the meaning of Section 1445 of the United States Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(k) There is no legal action, suit or other legal or administrative proceeding pending before any court or administrative agency relating to the Property, and, to Seller's knowledge, there is no threatened legal action, suit or other legal or administrative proceeding relating to the Property or relating to Seller and which, in each case, could materially affect Seller's ability to perform its obligations under this Agreement.

7.2. Seller's Knowledge. For purposes of this Agreement and any document delivered at Closing, whenever the phrases "to the best of Seller's knowledge", or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to the current, actual, conscious knowledge only, and not any implied, imputed or constructive knowledge, without any independent investigation having been made or any implied duty to investigate, of Peter Brown, and Seller represents that the foregoing is the individual with the primary responsibility for overseeing the operation and sale of the Property. Such individual shall have no personal liability hereunder.

7.3. Limitations on Representations/Waiver. Seller will promptly notify Purchaser of any material change in facts (or discovery of facts which Seller did not know existed as of the effective date of this Agreement) which arise after the Effective Date hereof and prior to the Closing which make Seller unable to recertify (via the Seller Bring-Down Certificate) such representations and warranties as of the Closing (including, a recertification of a representation or warranty that is to Seller's knowledge, because now Seller does have contrary knowledge), and unless Seller shall rectify the cause of such change or otherwise cure the adverse effect of such change by the original or extended time for Closing hereunder, Purchaser shall have the option of terminating this Agreement by notifying the Seller thereof in writing prior to the Closing, in which event this Agreement shall be null and void and without recourse to the parties hereto except for the Surviving Termination Obligations. Except as may be otherwise provided in Section 13.1, Seller shall have no liability for such change in facts (or discovery of facts that previously existed but Seller did not know about). If only Purchaser (not Seller) has actual knowledge of the applicable material change in facts, then Purchaser shall not have any termination right under this Section 7.3 on account thereof unless Purchaser informs Seller of such material change in facts on or before ten (10) days after obtaining actual knowledge of such material change, in which event the provisions set forth above in this Section 7.3 shall apply, just as though it were Seller who brought the matter to Purchaser's attention and not the other way around. Seller may elect to extend the Closing for up to thirty (30) additional days to use its commercially reasonable efforts to resolve any such matter. The inaccuracy or inconsistency of Seller's representations and warranties shall be deemed material for purposes of the foregoing and for all other purposes under this Agreement, including, without limitation, Section 10.2.1, only if such representations and warranties have a material adverse effect on the value of the Conservation Restriction (after taking into account any cure Seller may effect or protection that Seller may provide to Purchaser against such material and adverse effect) or on Purchaser's contemplated use of the Conservation Restriction, or pose a risk of Purchaser incurring a material liability due to such matter post-Closing; the word "material" as used in the preceding sentence shall mean any decrease in value by \$10,000.00 or liability, cost or loss reasonably expected to exceed \$1,000.00. Notwithstanding anything to the contrary herein: (a) except as may be otherwise provided in Section 13.1, Purchaser's sole remedy with respect to any misrepresentation or breach of a representation or warranty under this Agreement, in whole or in part, that is known to Purchaser prior to Closing

shall be to terminate this Agreement in accordance with this Section 7.3 and obtain a full refund of its Deposit, and (b) if Purchaser has actual knowledge of a misrepresentation or breach of a representation or warranty prior to Closing and Purchaser nonetheless proceeds with the Closing hereunder, then Purchaser shall not have any right to bring any action against Seller based on such misrepresentation or breach following the Closing.

7.4. Survival. The express representations and warranties of Seller made in this Agreement shall not merge into any instrument or conveyance delivered at the Closing; provided, however, that any action, suit or proceeding with respect to the truth, accuracy or completeness of such representations and warranties shall be commenced, if at all, on or before the date which is nine (9) months after the date of the Closing and, if not commenced on or before such date, thereafter such representations and warranties shall be void and of no force or effect. The provisions of this Section 7.4 shall survive the Closing. Any claim which Purchaser may have at any time against Seller for a breach of any such representation or warranty, whether such breach is known or unknown, which is not specifically asserted by written notice to Seller within such nine (9) month period shall not be valid or effective, and Seller shall have no liability with respect thereto. Notwithstanding any provision herein to the contrary, in no event shall Seller have any liability for breach of any representation, warranty, indemnity or covenant set forth in this Agreement or in any closing document in excess of Seventy-Five Thousand and No/100 Dollars (\$75,000.00), in the aggregate.

ARTICLE VIII.

Representations and Warranties of Purchaser

8.1. Purchaser represents and warrants to Seller that the following matters are true and correct as of the Effective Date and Purchaser shall be deemed to recertify such matters as of the Closing Date:

(a) Purchaser is a Massachusetts municipality, duly organized, validly existing and in good standing under the laws of Commonwealth of Massachusetts.

(b) This Agreement has been duly authorized, executed and delivered by Purchaser, is the legal, valid and binding obligation of Purchaser, and no person whose consent is required for Purchaser's execution of this Agreement or for Purchaser to fulfill its obligations hereunder is under any legal disability that will adversely affect the enforceability of this Agreement.

(c) This Agreement does not, to Purchaser's actual knowledge, violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject.

(d) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by Purchaser.

(e) All documents to be executed by Purchaser which are to be delivered at Closing, will, at the time of Closing, (a) be duly authorized, executed and delivered by Purchaser (it being

acknowledged that a deed signed under a power of attorney will not be satisfactory), (b) be legal, valid and binding obligations of Purchaser and (c) not violate, to Purchaser's actual knowledge, any provision of any agreement or judicial order pertaining to the Conservation Restriction to which Purchaser is a party or to which Purchaser is subject.

For purposes of this Agreement and any document delivered at Closing, whenever the phrases "to Purchaser's knowledge", or the "knowledge" of Purchaser or words of similar import are used, they shall be deemed to refer to the current, actual, conscious knowledge only, and not any implied, imputed or constructive knowledge, without any independent investigation having been made or any implied duty to investigate, of Denise Demboski, the Town Administrator. Such individual shall have no personal liability hereunder.

8.2. Survival.

(a) The express representations and warranties of Purchaser made in this Agreement shall not merge into any instrument or conveyance delivered at the Closing; provided, however, that any action suit or proceeding with respect to the truth, accuracy or completeness of such representations and warranties shall be commenced, if at all, on or before the date which is nine (9) months after the date of the Closing and, if not commenced on or before such date, thereafter such representations and warranties shall be void and of no force or effect.

(b) Notwithstanding anything to the contrary herein: (a) except as may be otherwise provided in Section 13.2, Seller's sole remedy with respect to any misrepresentation or breach of a representation or warranty under this Agreement, in whole or in part, that is known to Seller prior to Closing shall be to terminate this Agreement, and (b) if Seller has actual knowledge of a misrepresentation or breach of a representation or warranty prior to Closing and Seller nonetheless proceeds with the Closing hereunder, then Seller shall not have any right to bring any action against Purchaser based on such misrepresentation or breach following the Closing.

8.3. Purchaser's Acknowledgment. Purchaser acknowledges and agrees that, except as expressly provided in Section 7.1 of this Agreement, Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including, without limitation, the Americans with Disabilities Act and any rules and regulations promulgated thereunder or in connection therewith. Further, Seller has not made, does not make and specifically disclaims any representations regarding the presence, existence or absence of Hazardous Materials (as defined below), toxic substance or other environmental matters. Purchaser further acknowledges and agrees that, except as expressly provided in Section 7.1, having been given the opportunity to inspect the Property, Purchaser is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller. Purchaser further acknowledges and agrees that, except as expressly set forth in Section 7.1, any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information. **Purchaser further acknowledges and agrees that, except as expressly provided**

in Section 7.1 of this Agreement, and as a material inducement to the execution and delivery of this Agreement by Seller, the sale of the Conservation Restriction as provided for herein is made on an “AS IS, WHERE IS” CONDITION AND BASIS “WITH ALL FAULTS.” Purchaser acknowledges, represents and warrants that Purchaser is not in a significantly disparate bargaining position with respect to Seller in connection with the transaction contemplated by this Agreement; that Purchaser freely and fairly agreed to this acknowledgment as part of the negotiations for the transaction contemplated by this Agreement. “**Hazardous Materials**” shall mean any substance which is or contains: (i) any “hazardous substance” as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.) or any regulations promulgated thereunder (commonly known as “CERCLA”), or the Superfund Amendments and Reauthorization Act (commonly known as “SARA”); (ii) any -hazardous waste” as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) or regulations promulgated thereunder; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. Section 2601 et. seq.); (iv) gasoline, diesel fuel or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or nonfriable; (vi) polychlorinated biphenyls; (vii) radon gas; (viii) mold, mildew, fungus or other potentially dangerous organisms; (ix) any putrescible or non-putrescible solid, semisolid, liquid or gaseous waste of any type; and (x) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders or decrees now or hereafter enacted, promulgated, or amended, of the United States, the states (including without limitation, “Hazardous Material” as defined in Massachusetts General Laws Chapter 21E, Section 2), the counties, the towns or any other political subdivisions in which the Conservation Restriction is located and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Conservation Restriction, the Conservation Restriction or the use of the Conservation Restriction relating to pollution, the protection or regulation of human health, natural resources or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or waste into the environment (including ambient air, surface water, ground water or land or soil) or which are prohibited by 7 U.S.C. Section 136 et seq. or 42 U.S.C. Section 300f et seq.

8.3. Purchaser's Release. Purchaser on behalf of itself and its successors and assigns waives its right to recover from, and forever releases and discharges, Seller, Seller's direct and indirect members, Seller's affiliates and their respective officers, owners, shareholders, trustees, employees, agents, accountants, lawyers and other professionals, and their respective heirs, successors, personal representatives and assigns from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (i) the physical condition of the Property, (ii) the condition of title to the Conservation Restriction, (iii) the presence on, under or about the Property of any mold or hazardous or regulated substance, or (iv) any other condition of the Property; provided, however, the foregoing release does not release Seller for liability for any breach of the representations and warranties of Seller set forth in Section 7.1 of this Agreement. The release set forth in this Section 8.3 includes, without limitation, claims of which Purchaser is presently unaware or which Purchaser does not presently suspect to exist which, if known by Purchaser, would materially

affect Purchaser's release to Seller. The terms and provisions of this Section 8.3 shall survive Closing and/or termination of this Agreement. To be clear, the foregoing is a *release* of Seller and those associated with Seller, and is *not* an agreement to indemnify such parties if third parties (including the government) bring a claim against Seller or any of such parties based on any of the matters as to which Purchaser is giving this release.

ARTICLE IX.

Intentionally Omitted

ARTICLE X.

Closing Conditions

10.1. Conditions to Obligations of Seller. The obligations of Seller under this Agreement to sell the Conservation Restriction and consummate the other transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date except to the extent that any of such conditions may be waived by Seller in writing at Closing.

10.1.1. Representations, Warranties and Covenants of Purchaser. All representations and warranties of Purchaser in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties were made anew as of the Closing Date. Any changes to such representations disclosed by Purchaser shall be acceptable to Seller, and Purchaser shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by Purchaser prior to the Closing Date.

10.1.2. Intentionally Deleted.

10.1.3. Uniform Procurement Act. All requirements of the Uniform Procurement Act with respect to acquisition of the Conservation Restriction, if applicable, shall have been satisfied, as evidenced by publication of the so-called "uniqueness determination" in the Central Register at least thirty (30) days prior to Closing and no objections having been filed. Purchaser has filed a uniqueness determination, which was published on October 27, 2021. In the event of the filing of an objection within said thirty (30) day period, Purchaser will use commercially reasonable efforts, acting with due diligence, to oppose said objection, and closing under this Agreement shall be delayed for the period in which the Purchaser is pursuing said objection, provided, however, no longer than December 29, 2021.

10.2. Conditions to Obligations of Purchaser. The obligations of Purchaser under this Agreement to purchase the Conservation Restriction and consummate the other transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date, except as otherwise provided below or to the extent that any of such conditions may be waived by Purchaser in writing at Closing.

10.2.1. Representations, Warranties and Covenants of Seller. All representations and warranties of Seller in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties were made anew as of the Closing Date. To be clear, the foregoing is merely a condition to Purchaser's obligation to close. Any changes to such representations disclosed by Seller shall be acceptable to Purchaser, and Seller shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by Seller prior to the Closing Date.

10.2.2. Intentionally Deleted.

10.2.3. Uniform Procurement Act. All requirements of the Uniform Procurement Act with respect to acquisition of the Conservation Restriction, if applicable, shall have been satisfied, as described above.

10.2.4. Relocation Waiver. Seller shall have waived any rights Seller may have to relocation benefits under the provisions of M.G.L. c. 79A, if any.

10.2.5. Possession of the Conservation Restriction. Delivery by Seller of possession of the Conservation Restriction in substantially the same condition the Conservation Restriction was in as of the Effective Date, and free and clear of tenants and other occupants.

10.2.6. Hazardous Materials. There shall have been no release or verified threat of release of any Hazardous Materials in violation of applicable law between the date of this Agreement and the Closing.

10.2.7. Title to Conservation Restriction. The Seller shall deliver title to the Conservation Restriction in the condition required herein, subject to Permitted Exceptions and free of Voluntary Liens (or with a Subordination Agreement having been obtained with respect thereto).

10.2.8. Ongoing Obligations. After expiration of the Inspection Period, there shall be no new Order of Conditions, environmental order, permit, approval or license binding on the Conservation Restriction that requires any expenditure of funds or places on Purchaser any material obligations or liabilities.

10.3. Failure/Waiver of Conditions Precedent. The conditions to Closing described in this Article X are for the benefit of the parties in whose favor such conditions run. Each party shall be entitled to waive any or all of the conditions precedent which are intended to run to its benefit and to proceed with the Closing under this Agreement notwithstanding the failure of any such condition precedent. If any party shall proceed with the Closing despite the failure of any conditions precedent, then the applicable party in whose favor such condition ran shall be deemed to have waived and released any rights or remedies which it might have with respect to such failure. If any condition set forth in Section 10.2 is not satisfied as of the Closing Date, then Purchaser shall promptly deliver a written notice thereof to Seller and Seller shall have the right to cause

such condition to be satisfied and shall be entitled to a reasonable extension of the Closing Date (not to exceed thirty (30) days) for purposes of the same. Subject to the foregoing cure right, as applicable, in the event any of the conditions set forth in this Article X are neither waived nor fulfilled as of Closing, the party for whose benefit the applicable condition exists may terminate this Agreement and exercise such rights and remedies, if any, that such party may have pursuant to the terms of Article XIII. If this Agreement is terminated as a result of the failure of any condition set forth in this Article X that is not also a default hereunder, then after such termination, neither party shall have any further rights or obligations hereunder for which the failure of a condition set for in this Article X has occurred, except for the Surviving Termination Obligations (including the return of the Deposit). This Section 10.3 shall survive the Closing.

ARTICLE XI.

Closing

11.1. Purchaser's Closing Obligations. Purchaser, at its sole cost and expense, shall deliver or cause to be delivered to Seller at Closing the following, duly executed by Purchaser and acknowledged, as applicable:

11.1.1. The remainder of the Purchase Price, after all adjustments are made at the Closing as herein provided, by wire transfer, which amount shall be received in escrow by the Title Company at or before 10:00 a.m. Boston, Massachusetts time.

11.1.2. A settlement statement showing the Purchase Price and all prorations and adjustments made by the parties in accordance with the terms and conditions of this Agreement, which settlement statement shall be in a form and substance reasonably satisfactory to Seller and Purchaser (the “**Settlement Statement**”).

11.1.3. A certificate duly executed by Purchaser certifying that all of the representations and warranties of Purchaser set forth in Section 8.1 of this Agreement are true and correct in all material respects and remade on and as of the Closing Date.

11.1.4. Any additional documents that the Title Company may reasonably require Purchaser to deliver for the proper consummation of the transaction contemplated by this Agreement, provided, however, that Purchaser shall not be required to execute any such additional document that imposes any additional obligation or liability on Purchaser.

11.2. Seller's Closing Obligations. Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser the following, duly executed by Seller and acknowledged, as applicable:

11.2.1. The Conservation Restriction.

11.2.2. A certificate substantially in the form attached hereto as Exhibit C (“**Non-Foreign Entity Certificate**”) certifying that Seller is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

11.2.3. A certificate duly executed by Seller certifying that all of the representations and warranties of Seller set forth in Section 7.1 of this Agreement are true and correct in all material respects and remade on and as of the Closing Date (“Seller’s Bring-Down Certificate”); provided, however, that (subject to the provisions of Section 7.3) if any of such representations and warranties have changed since the Effective Date, then Seller shall revise such representations and warranties to conform to the changed circumstances and shall set forth such changed representations and warranties in such certificate. Seller acknowledges that, if Seller shall deliver a Seller’s Bring-Down Certificate that fails to recertify one or more of such representations or warranties or that revises such representations and warranties, then Purchaser shall have the rights and remedies set forth in Section 7.3.

11.2.4. A customary title affidavit reasonably acceptable to Seller and such evidence or documents as may be reasonably required by the Title Company relating to and sufficient to delete any exceptions for the status and capacity of Seller and the authority of the individuals who are executing the various documents on behalf of Seller in connection with the sale of the Conservation Restriction

11.2.5. Intentionally deleted.

11.2.6. Any additional documents that the Title Company may reasonably require Seller to deliver for the proper consummation of the transaction contemplated by this Agreement, provided, however, that Seller shall not be required to execute any such additional document that imposes any additional obligation or liability on Seller.

11.2.7. A Disclosure of Beneficial Interest in Real Estate form, as required by M.G.L. c. 7C, §38.

11.2.8. If required by the Title Company, a 1099S form.

11.2.9. A signed Settlement Statement.

ARTICLE XII.

Risk of Loss

12.1. Condemnation and Casualty. If, prior to the Closing Date, all or any portion of the Conservation Restriction is taken by condemnation or eminent domain, or is the subject of a pending taking which has not been consummated, or is destroyed or damaged by fire or other casualty (a “**Casualty**”), Seller shall notify Purchaser of such fact promptly after Seller obtains knowledge thereof. If such condemnation or casualty is “**Material**” (as hereinafter defined), Purchaser shall have the option to terminate this Agreement upon notice to Seller given not later than ten (10) business days after receipt of Seller’s notice, and if necessary to effectuate the foregoing the Closing Date shall be deemed extended to the second (2nd) business day following such ten (10) business day period. If this Agreement is so terminated, then neither Seller nor Purchaser shall have any further rights or obligations to the other hereunder except with respect to

the Deposit and the other Surviving Termination Obligations. If this Agreement is not terminated, Seller shall not be obligated to repair any damage or destruction but (a) Seller shall assign, without recourse, and turn over to Purchaser all of the insurance proceeds or condemnation proceeds, as applicable, (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such Casualty or condemnation, and (b) the parties shall proceed to Closing pursuant to the terms hereof without abatement of the Purchase Price except for a Purchase Price credit in the amount of the applicable insurance deductible.

12.2. Condemnation Not Material. If the condemnation is not Material, then the Closing shall occur without abatement of the Purchase Price and Seller shall assign, without recourse, all awards or any rights to collect awards to Purchaser on the Closing Date.

12.3. Casualty Not Material. If the Casualty is not Material, then the Closing shall occur without abatement of the Purchase Price except for a Purchase Price credit in the amount of the applicable deductible and any damage from such Casualty not covered by the insurance proceeds and Seller shall not be obligated to repair such damage or destruction and Seller shall assign, without recourse, and turn over to Purchaser all of the insurance proceeds net of any reasonable (i) costs of repairs, and (ii) collection costs (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such Casualty and credit the Purchase Price with the amount of any applicable insurance deductible.

12.4. Materiality. For purposes of this Article XII, with respect to a taking by condemnation or eminent domain, the term “**Material**” shall mean a taking that is not by or on behalf of Purchaser and that (i) causes the value of the Conservation Restriction to decrease by greater than \$10,000.00, as reasonably estimated by a neutral third party appraiser or qualified consultant, or (ii) without implying that the following would not also qualify under subpart (i) above, results in the loss of, or material impediment to access to the Conservation Restriction or the use the Conservation Restriction for the purposes set forth herein. For purposes of this Article XII, with respect to a Casualty, the term “**Material**” shall mean any Casualty such that the cost to make such repairs as are necessary to cause the Conservation Restriction to be in a reasonably safe condition, as reasonably estimated by a neutral third party engineer, is in excess of \$10,000.00.

ARTICLE XIII.

Default

13.1. Default by Seller. In the event of the material default of Seller, which continues for a period of ten (10) business days following Purchaser’s written notice thereof to Seller (or, if the cure requires a longer period of time, then such longer period of time as may be required, not to exceed thirty (30) days); provided, however, that there shall be no cure period for deliberate failure to close on the Closing Date), Purchaser may elect, as the sole and exclusive remedy of Purchaser, to (a) terminate this Agreement and receive back the Deposit, and in addition Seller shall reimburse Purchaser for an amount equal to the amount of all documented, out-of-pocket costs and expenses (including reasonable attorneys’ fees of Town Counsel) paid by Purchaser to unaffiliated third parties in performing due diligence and enforcing its rights under this Agreement, which amount shall in no event exceed Twenty-Five Thousand and No/100 Dollars (\$25,000.00),

and in the event Purchaser so terminates this Agreement, Seller shall not have any other liability whatsoever to Purchaser hereunder except with respect to the Surviving Termination Obligations (including the return of the Deposit), unless the default of Seller constitutes intentional fraud or Seller has conveyed the Conservation Restriction to another party in violation of the terms of this Agreement, in which event Purchaser shall be entitled to (a) liquidated damages in the amount of \$10,000.00 or (b) enforce specific performance of Seller's obligations, provided that Purchaser files a specific performance action against Seller within ninety (90) days of the scheduled Closing Date. Notwithstanding the foregoing, nothing contained herein shall limit Purchaser's remedies at law or in equity, as to the Surviving Termination Obligations. A default shall not be considered "material" if the remedy of termination would be unjust or unfair in light of the limited magnitude or consequence of the default.

13.2. Default by Purchaser. In the event of the material default of Purchaser, which continues for a period of ten (10) business days following Seller's written notice thereof to Purchaser (or, if the cure requires a longer period of time, then such longer period of time as may be required, not to exceed thirty (30) days); provided, however, that there shall be no cure period for deliberate failure to close on the Closing Date, then Seller shall have the right to terminate this Agreement and, without limiting the foregoing termination right, Seller shall be entitled to receive and retain the Deposit as its sole and exclusive remedy at law and equity. In the event that Seller elects to terminate this Agreement due to Purchaser's default, then this Agreement shall be terminated and, except for Seller retention of the Deposit, neither Seller nor Purchaser shall have any further rights or obligations hereunder except with respect to the Surviving Termination Obligations. A default shall not be considered "material" if the remedy of termination would be unjust or unfair in light of the limited magnitude or consequence of the default.

ARTICLE XIV.

Brokers

Purchaser and Seller each represents and warrants to the other that it has not dealt with any person or entity entitled to a brokerage commission, finder's fee or other compensation with respect to the transaction contemplated hereby. Purchaser hereby agrees, to the extent permitted by law, to indemnify, defend, and hold Seller harmless from and against any losses, damages, costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by Seller by reason of any breach or inaccuracy of the Purchaser's representations and warranties contained in this Article XIV. Seller hereby agrees to indemnify, defend, and hold Purchaser harmless from and against any losses, damages, costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by Purchaser by reason of any breach or inaccuracy of Seller's representations and warranties contained in this Article XIV. Seller and Purchaser agree that it is their specific intent that no broker shall be a party to or a third party beneficiary of this Agreement, that no broker shall have any rights or cause of action hereunder, and further that the consent of a broker shall not be necessary to any agreement, amendment, or document with respect to the transaction contemplated by this Agreement. The provisions of this Article XIV shall survive the Closing and/or termination of this Agreement.

ARTICLE XV.

Confidentiality

15.1. Intentionally Deleted.

15.2. Post-Closing Publication. Notwithstanding the foregoing, following Closing, Purchaser and Seller shall each have the right (upon prior written notice to the other) to announce the sale and acquisition of the Conservation Restriction in newspapers and real estate trade publications (including “tombstones”) publicizing the purchase. The provisions of this Section 15.2 shall survive Closing.

ARTICLE XVI.

Miscellaneous

16.1. Notices. All notices, demands, requests or other communications required to be given or which may be given hereunder shall be in writing and shall be sent by (a) national overnight delivery service, or (b) e-mail transmission (provided that such notice shall also be sent out no later than the next business day after such e-mail transmission by national overnight delivery service or personal delivery if receipt of such e-mail transmission is not confirmed by a party or its legal counsel) (to be clear, for purposes of meeting any deadline for giving of notices, or beginning a time period for the response to a notice, the email delivery shall be sufficient to meet such deadline, or begin the running of such time period, provided the notice is also sent out the next business day as described above), or (c) personal delivery, addressed as follows:

To Purchaser:	Town of Stow Stow Town Hall 380 Great Road Stow, MA 01775 Attn: Town Administrator Email: townadministrator@stow-ma.gov
With a copy to:	Katharine Lord Klein, Esq. KP Law, P.C. 101 Arch Street, 12 th Floor Boston, MA 02110 Email: kklein@k-plaw.com
To Seller:	Stow Holdings LLC 258 Andover Street Georgetown, Massachusetts 01833 Attn: Peter Brown Email: peterb@blackswancountryclub.com

With a copy to: Nutter, McClennen & Fish, LLP
155 Seaport Boulevard
Boston, MA 02210-2604
Attn: Mark W. McCarthy, Esq.
Email: mmccarthy@nutter.com

To Title Company: Marsh, Moriarty, Ontell & Golder, P.C., as agent
for Chicago Title Insurance Company
99 Rosewood Drive, Suite 220
Danvers, MA 01923
Attn: Jeffrey L. Ontell, Esq.
Email: jontell@mmoglaw.com

16.2. Governing Law. This Agreement shall be governed by and construed in accordance with the internal, substantive laws of the Commonwealth of Massachusetts, and any disputes shall be brought within the courts of said state (or, if applicable, a federal court within said state), without regard to the conflict of laws principles thereof.

16.3. Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

16.4. Effective Date. This Agreement shall be effective upon delivery of this Agreement fully executed by Seller and Purchaser, which date shall be deemed the Effective Date hereof. Either party may request that the other party promptly execute a memorandum specifying the Effective Date.

16.5. Business Days. If any date herein set forth for the performance of any obligations of Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or Federal holiday for which financial institutions or post offices are generally closed in the state where the Conservation Restriction is located, or the Registry of Deeds in the county where the Conservation Restriction is located is closed.

16.6. Counterparts, Etc. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one fully executed original Agreement, binding upon the parties hereto, notwithstanding that all of the parties hereto may not be signatories to the same counterpart. Additionally, telecopied, DocuSigned or e-mailed signatures may be used in place of original signatures on this Agreement. Seller and Purchaser intend to be bound by the signatures on the telecopied, DocuSigned or e-mailed document, are aware that the other party will rely on the telecopied, DocuSigned or e-

mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

16.7. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Whenever reference is made in this Agreement to Seller or Purchaser, such reference shall include the successors and assigns of such party under this Agreement.

16.8. Assignment. Purchaser shall not have the right to assign this Agreement without Seller's prior written consent, which consent may be given or withheld in Seller's sole and absolute discretion. Purchaser shall in no event, at any time, be released from any of its obligations or liabilities hereunder as a result of any assignment.

16.9. Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement.

16.10. Entire Agreement. This Agreement and the Exhibits attached hereto contain the final and entire agreement between the parties hereto with respect to the sale and purchase of the Conservation Restriction and are intended to be an integration of all prior negotiations and understandings. Purchaser, Seller and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. No change or modifications to this Agreement shall be valid unless the same is in writing and signed by the parties hereto. Each party reserves the right to waive any of the terms or conditions of this Agreement which are for their respective benefit and to consummate the transaction contemplated by this Agreement in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver must be in writing signed by the party for whose benefit the provision is being waived.

16.11. Severability. If any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16.12. Survival. Except for those rights and obligations under this Agreement which by their terms expressly survive the termination of this Agreement (collectively, the “**Surviving Termination Obligations**”), the provisions of this Agreement shall not survive after the conveyance of title and payment of the Purchase Price but be merged therein. Every obligation under this Agreement that by its nature is to be performed post-Closing shall survive the Closing, even if not expressly stated elsewhere in this Agreement.

16.13. Exhibits. Exhibit A through Exhibit D, inclusive, attached hereto are incorporated herein by reference.

16.14. Time. Time is of the essence in the performance of each of the parties' respective obligations contained herein.

16.15. Limitation of Liability. The obligations of Seller are binding only on Seller's interest in the Conservation Restriction and the proceeds therefrom and shall not be personally binding upon, nor shall any resort be had to, any other assets of Seller nor the private properties of any of the partners, officers, directors, shareholders or beneficiaries of Seller, or of any partners, officers, directors, shareholders or beneficiaries of any partners of Seller, or of any of Seller's employees or agents. All documents executed by Seller shall be deemed to contain (even if not expressly stated) the foregoing exculpation. In no event shall either party be liable for any indirect, consequential, special, and/or punitive damages.

16.16. Intentionally Omitted.

16.17. Escrow Agreement.

16.17.1. Instructions. Purchaser and Seller each shall promptly deposit a copy of this Agreement executed by such party (or either of them shall deposit a copy executed by both Purchaser and Seller) with the Title Company, and, upon receipt of this Agreement (executed by Purchaser and Seller), the Title Company shall immediately execute this Agreement where provided below. The parties agree to execute the Title Company's standard form of escrow agreement if so requested by the Title Company, subject to such changes as the Title Company and the parties hereto may agree (each acting reasonably), and to the extent, if any, that such escrow agreement gives the Title Company greater rights and protections than are set forth in **Exhibit D** hereto, the provisions of such escrow agreement shall control. This Agreement and **Exhibit D**, and such Title Company standard form of escrow agreement if applicable, together with such further instructions, if any, as the parties shall provide to the Title Company by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of the Title Company hereunder are not acceptable to the Title Company, or if the Title Company requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as counsel for Purchaser and Seller shall mutually reasonably approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Purchaser.

16.17.2. Real Estate Reporting Person. The Title Company is hereby designated the "real estate reporting person" for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by the Title Company shall so provide. Upon the consummation of the transaction contemplated by this Agreement, the Title Company shall file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation. Seller and Purchaser shall promptly furnish their federal tax identification numbers to the Title Company and shall otherwise reasonably cooperate with the Title Company in connection with the Title Company's duties as real estate reporting person.

16.18. No Recording. Neither this Agreement nor any memorandum or short form hereof shall be recorded or filed in any public land or other public records of any jurisdiction, by either party and any attempt to do so may be treated by the other party as a breach of this Agreement.

16.19. Waiver of Trial by Jury. The respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute, emergency or otherwise.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the date set forth above.

SELLER:

STOW HOLDINGS LLC

By: 

Name: Peter Brown

Title: Manager

PURCHASER:

TOWN OF STOW,
By its Select Board

Ellen S. Sturgis, Chair

Megan Birch-McMichael, Clerk

Zack Burns

Cortni Frecha

James H. Salvie

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the date set forth above.

SELLER:

STOW HOLDINGS LLC

By: _____

Name:

Title:

PURCHASER:

TOWN OF STOW,
By its Select Board

Ellen S. Sturgis, Chair

Megan Birch-McMichael, Clerk

Zack Burns

Cortni Frecha

James H. Salvie

TITLE COMPANY JOINDER

The Title Company hereby executes this Agreement for the sole purpose of acknowledging its responsibilities hereunder and to evidence its consent to serve as the Title Company in accordance with the terms of this Agreement.

TITLE COMPANY:

MARSH, MORIARTY, ONTELL & GOLDER,
P.C., as agent for Chicago Title Insurance Company

By:  _____

Jeffrey L. Ontell

Date: November 18, 2021

LIST OF EXHIBITS

- Exhibit A - Form of Conservation Restriction
- Exhibit B - Due Diligence Documents to be Delivered by Seller
- Exhibit C - Form of Non-Foreign Entity Certificate
- Exhibit D - Additional Escrow Provisions

EXHIBIT A

Form of Conservation Restriction

GRANTOR: Stow Holdings LLC
GRANTEES: Town of Stow Conservation
Commission and The Stow Conservation Trust Inc.
ADDRESS OF PREMISES: 58 Randall Road, Stow,
Massachusetts
FOR GRANTOR'S TITLE SEE: Middlesex County
(South) Registry of Deeds at Book 67309, page 266.

CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

Stow Holdings LLC, a Massachusetts limited liability company with a principal place of business located at 258 Andover Street, Georgetown, Massachusetts, being the sole owner of the Premises as defined herein, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with QUITCLAIM COVENANTS to the Town of Stow, a Massachusetts municipal corporation with a principal place of business located at 380 Great Road, Stow, MA 01775, acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, and its permitted successors and assigns ("Primary Grantee"), and The Stow Conservation Trust, Inc., a Massachusetts nonprofit corporation with a principle place of business located at 188 West Acton Road, Stow, MA 01775, and its permitted successors and assigns ("Secondary Grantee") (together, "Grantees"), for \$1,500,000 consideration, and for charitable consideration, the value of which shall be the difference between the value of the unencumbered Premises and the value of the Premises subject to this Conservation Restriction, less the stated monetary consideration, in accordance with 26 U.S.C. Section 170(h), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on a parcel of land located in Stow, Massachusetts, containing approximately 151.0541 acres ("Premises"), which Premises is more particularly described in Exhibit A and shown in the reduced copy of a survey plan of land in Exhibit B, both of which are incorporated herein and attached hereto. As used herein, the terms "Grantee" and "Grantees" shall refer to the Primary Grantee and the Secondary Grantee collectively.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction are to ensure that the Premises will be maintained in perpetuity in its scenic and open condition for active and passive outdoor recreational use, including use as a golf course, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

The Conservation Restriction was acquired using, in part, Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws, which funds were authorized for such purposes by a vote of the Stow Town Meeting on May 22, 2021, and a copy of the Town Meeting Vote authorizing the use of such funds for such purpose is attached hereto as Exhibit C.

The Conservation Values protected by this Conservation Restriction include the following:

- Open Space. The Premises contributes to the protection of the scenic and natural character of Stow and the protection of the Premises will enhance the open space value of these and nearby lands. The South Course of the Stow Acres Country Club (the “Golf Course”) is located on the Premises and is designed to follow the natural topography and features of the Premises.
- Public Access. Public access to the Premises will be allowed for walking, hiking, jogging, sledding, bicycling, bird-watching, cross-country skiing, and snowshoeing on the public trails as described herein and for public use of the Golf Course as described herein.
- Water Quality and Wetlands Protection. The Premises includes an intermittent stream and associated wetlands that are a tributary to the Assabet River, as well as a broad swath of shoreline along the Assabet River and Elizabeth Brook, accordingly, conservation of the Premises will preserve water quality in these waterbodies. Wetlands and floodplains on the Premises provide valuable habitat for a diverse array of wildlife species as well as the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the General Laws.)
- Wildlife Habitat Protection. Parts of the Premises contain forested upland and wetland wildlife habitat that are part of a larger matrix of public and private open space that afford good north-south wildlife migration corridors.
- Mitigation of Climate Change Impacts. Conservation of the Premises will help mitigate the impacts of climate change including maintaining flood storage along riparian corridors and avoiding the impacts of development such as stormwater runoff, habitat loss, and topsoil removal, and maintaining north-south habitat connectivity between Elizabeth Brook and the Assabet River.
- Consistency with Local Governmental Conservation Policy. The 2016 Town of Stow Open Space and Recreation Plan recognizes the Premises as a high priority for preservation for open space, wildlife habitat, and recreation. The use of the Premises as described herein

for outdoor recreation by the general public is consistent with the definition of conservation purposes set forth in 26 U.S.C. Section 170(h).

- Protection of Scenic Resources and Vistas. The Golf Course provides scenic and aesthetic value to Stow residents and the public generally by providing an open, pastoral view from public ways, particularly Randall Road, including, but not limited to features such as existing stone walls, expansive vistas and rolling hills. Protection of the Premises will preserve the scenic character and vista landscape.

III. PROHIBITED AND PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises except as otherwise provided in Paragraph III.B.

- (1) Structures and Improvements. Constructing, placing or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
- (2) Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit or otherwise altering the topography of the Premises;
- (3) Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
- (4) Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
- (5) Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, or archaeological conservation, or ecosystem function;
- (6) Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, and any successor list as mutually agreed to by Grantor and Grantee;
- (7) Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized

watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises.

- (8) Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantees' intention to maintain the entire Premises under unified ownership.
- (9) Use of the Premises for Developing Other Land. Using the Premises towards building or development requirements on any other parcel;
- (10) Adverse Impacts to Stone Walls and Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
- (11) Residential or Industrial Uses. Using the Premises for residential or industrial purposes.
- (12) Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material. The Permitted Acts and Uses set forth below have been drafted to be consistent with the Conservation Values, that is, to facilitate the preservation and continued use of the Premises as open space for use by the public as a golf course and for passive outdoor recreation on the designated trail areas in perpetuity.

- (1) Golf Course. The Premises consists of the Golf Course and the following activities shall be specifically allowed with respect to the continued operation of the Golf Course on the Premises, as hereinafter defined.
 - a. Maintenance, Repair, Replacement and Other Minor Work. Performing minor work necessary or convenient for the continued operation of the golf course, including, but not limited to, mowing, cutting, raking, hole cup relocation, nourishment of sand traps, seeding, repair or maintenance of damaged structures and features, aeration, and use of fertilizers, and other routine work (as well as importation of sand, loam, sod or other non-hazardous materials required to perform such work) as necessary to maintain the golf course on the Premises and using any equipment necessary, within:
 - i. the existing tee boxes, fairways, practice range, practice green, sand traps, rough, and greens of the golf course as documented in the Baseline Report (see Paragraph XIV); and

- ii. the proposed relocated tee boxes, fairways, sand traps, rough, and greens as required for the relocation of the driving range as shown on Exhibit B as the Driving Range Relocation Area.
 - b. Golf Course Alterations and Other Major Work. With the prior written approval of the Grantees, altering the Golf Course as documented in the Baseline Report and within the Driving Range Relocation Area, as shown on Exhibit B, as desired for the continued operation of the Golf Course. Such alterations may include excavating, filling, constructing and/or relocating holes, fairways, tees, greens, sand traps, cart paths, and signage, dredging man-made ponds and streams.
 - c. Use of Golf Carts and Hand-Pulled Carts. Golf carts or hand-pulled carts may be used consistent with the use of the Golf Course.
 - d. Incidental Equipment & Structures. The use, maintenance, repair, replacement, or construction of equipment and structures in support of and incidental to the maintenance and use of the Golf Course, including but not limited to, signs, benches, direction markers, distance markers, litter baskets, tee markers, hole cups, flags, flagpoles, out of bounds markers, ball washers with towels, sand trap rakes, water coolers, temporary tents for golf tournaments or special events to be kept in place for no more than three days, and sight-pervious fences or screens to protect neighboring properties from errant golf balls, and the construction, use, maintenance, repair, and replacement of no more than three (3) lightning shelters of up to 900 square feet in the aggregate, within the Golf Course, or within the Building Envelopes designated on Exhibit B. With the prior approval of Grantees, such cutting, excavation, filling and building as necessary to permit the construction, maintenance, repair, replacement, relocation or re-construction of such equipment and lightning shelters in a new or different location within the Golf Course or Building Envelopes.
 - e. Rules and Regulations. Grantor may develop reasonable rules and regulations, governing use of the golf course by the public, including, but not limited to, times during which the Premises will be available for such use by the public, standards for appropriate conduct on the Premises, fees for playing golf and the use of the golf course's facilities, and restrictions on public access to certain areas of the Premises as appropriate.
- (2) Motorized Vehicles. The Permitted Acts and Uses in this Section III.B shall include the right to use such motorized vehicles and equipment as are necessary or convenient for their exercise.
- (3) Management of Vegetation and Trees.
- a. Maintaining vegetation, including pruning, trimming, cutting, and mowing and removing trees smaller than 18" d.b.h., brush, shrubs, and other vegetation, all to prevent, control and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises, as documented in the Baseline Report. Removal of larger trees may be permitted with the prior written notice and approval of the Grantees.
 - b. The planting of native trees and shrubs, selective pruning or cutting of limbs of existing trees, shrubs and brush or other vegetation, mowing of grass, application of fertilizers,

pesticides, and herbicides, and other routine maintenance, or to maintain the condition of the Premises as documented in the Baseline Documentation Report.

- (4) Non-native, Nuisance, or Invasive Species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.
- (5) Natural Habitat and Ecosystem Improvement. With prior written notice to the Grantees for measures that will alter less than 5,000 square feet, or with prior written approval of the Grantees for measures that will alter more than 5,000 square feet, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including selective planting of native trees, shrubs, and other vegetation.
- (6) Installation and Maintenance of New or Existing Irrigation System. Maintenance of the existing irrigation system and related water and utility lines, the recycling of water for irrigation systems, and, with prior written notice to the Grantees, the installation of a new irrigation system and related water and utility lines, and other necessary infrastructure, so long as the surface is restored to the extent practicable to its prior condition after such installation and maintenance and the work is performed so as to minimize the impact on the Conservation Values.
- (7) Installation and Maintenance of New or Existing Drainage System. Maintenance, repair, and replacement of the existing drainage systems and, with prior written notice to the Grantees, the relocation of the existing drainage systems or the installation of new drainage systems and other necessary infrastructure, so long as the surface is restored to the extent practicable to its prior condition after such installation and maintenance and the work is performed so as to minimize the impact on the Conservation Values.
- (8) Composting and Storage. Stockpiling, storage for removal, composting or mulching, in one location approved in writing by the Grantees and not to exceed one-half ($\frac{1}{2}$) acre, of soil, branches, grass clippings, tree and brush clippings and limbs, rocks, stumps, and similar biodegradable materials originating on the Premises and removed in the normal course of maintenance of the Premises, as well as sand, loam, sod or other non-hazardous materials imported onto the Premises for use on the Premises.
- (9) Trails and Cart Paths.
 - a. Maintenance and Use. Conducting routine maintenance of unpaved trails and paved or unpaved golf cart paths for use by golf carts, maintenance vehicles, equipment, and other trail users, or in the case of emergency or as explicitly allowed herein, for use by vehicles, including widening trail corridors up to six (6) feet in width overall.
 - b. New Trails. With prior written approval of the Grantees, constructing new trails and cart paths relocating existing trails and cart paths, provided that any construction or relocation results in trails and cart paths that conform with the width limitations above, including the construction of the public access trails as shown on Exhibit D.

- c. Trail Features. With prior written approval of the Grantees, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features.
- (10) Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, the use of the Premises as a golf club and golf course, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises.
- (11) Work Necessary in Case of Emergency. Nothing herein shall be interpreted to limit the ability of the Grantor to take immediate action to prevent or mitigate significant damage to the Premises, public health and safety, or to prevent a deleterious impact to the Conservation Values in the event of an emergency, which shall be in the Grantor's sole discretion and judgment. Grantor may perform such work as is reasonably necessary to prevent or mitigate said emergency circumstances, provided notice of such actions is provided to Grantees as soon as reasonably practical thereafter.
- (12) Passive Outdoor Recreation Appurtenances. With prior written notice to the Grantees, the construction, use, maintenance, repair, and replacement of appurtenances and minor structures to support and accommodate public passive outdoor recreational use of the public trails as shown on Exhibit D, including but not limited to interpretive signs, kiosks, waste receptacles, water fountains, restrooms, and benches, provided no such appurtenance or structure exceeds a footprint of 500 square feet. If the Premises should cease to be used as a golf course, with the prior approval of the Grantees, the right to demolish, remove, repair, remodel or replace existing structures for use in connection with public outdoor passive and active recreational activities or other use consistent with the purposes of this Conservation Restriction
- (13) Repair and Maintenance of Existing Stone Walls. Repair and maintenance of existing stone walls and the creation of permanent trail openings of no more than six (6) feet in width. With prior written approval of the Grantees, making temporary breaks in existing stone walls as necessary for temporary access to portions of the Premises, so long as they are reconstructed to their prior condition as soon as possible.
- (14) Outdoor Passive Recreational and Educational Activities. Golfing, fishing, canoeing, and other non-motorized boating, swimming, hunting and trapping, hiking, horseback riding, cross-country skiing, snowshoeing, ice-skating, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities;
- (15) Forest Management.

- a. Permitted Activities. Should the Premises cease to be used as a golf course, conducting sound silvicultural uses of the Premises, including the right to harvest forest products (as such term may be defined from time to time in Section 1 of Chapter 61 of the Massachusetts General Laws, or successor law) or conduct other forest management activities, reestablish historic woods roads and establish new woods roads, and the use of motorized vehicles, all as necessary to conduct such activities (“Forestry Activities”), provided that any Forestry Activities are carried out pursuant to a Forest Stewardship Plan (as defined below). All Forestry Activities shall avoid any stone structures or historical and cultural resources and shall be reasonably required to prevent any damage thereto. All cutting operations shall be supervised by a licensed forester.
 - b. Requirement of a Forest Stewardship Plan. Before any Forestry Activities occur on the Premises, Grantor shall submit a Forest Stewardship Plan to the Grantees, the Massachusetts Department of Conservation and Recreation (“DCR”) or appropriate successor agency, and to any other required state agencies for their approval. The Forest Stewardship Plan shall:
 - i. Be prepared by a forester licensed through DCR and shall follow the “Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans” (as such guidelines may be amended by DCR or its successor agency) and such statutes, regulations and directions in effect at the time of the approval of said Forest Stewardship Plan; and
 - ii. Include provisions designed to comply with the recommended activities and guidelines and required best management practices established in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts, Amherst & DCR; 2013) and subsequent versions as may be approved by the Forestry Bureau (“Forestry BMPs”); and
 - iii. Address how the Forest Stewardship Plan complies with this Paragraph III.B.15 and
 - iv. Be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional Forestry Activities are desired.
- (16) Agricultural Activities.
- a. Permitted Activities. The following activities are permitted within the Golf Course and existing cleared areas. “Agricultural Activities” are collectively defined as “Animal Husbandry” and “Horticulture,” defined below:
 - i. Animal Husbandry. Raising animals, including but not limited to dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, and bees, for the purpose of using, consuming, or selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived therefrom for use, consumption, or market.

- ii. Horticulture. Raising fruits, vegetables, berries, nuts, and other foods for human consumption, feed for animals, flowers, trees, nursery or greenhouse products, and ornamental plants and shrubs, all for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a Forest Stewardship Plan designed to improve the quantity and quality of a continuous crop for the purpose of using, consuming, or selling these products in the regular course of business; or when primarily and directly used in a related manner which is incidental to those uses and represents a customary and necessary use in raising such products and preparing them for use, consumption, or market.
- b. Requirement to Follow Best Agricultural Practices. Agricultural Activities shall be conducted in a manner consistent with generally accepted best management practices for sustainable farming as those practices may be identified from time to time by appropriate governmental or educational institutions such as the USDA Natural Resources Conservation Service (NRCS), UMass Extension, Northeast Organic Farming Association (NOFA), Massachusetts Department of Agricultural Resources, and the like, (collectively, “Best Agricultural Practices”) and in a manner that promotes healthy soils and healthy soil practices, as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws (“Healthy Soils and Practices”), and in a manner that does not hinder the ability of future generations to engage in Agricultural Activities on the Premises;
- c. Requirement for a Farm Conservation Plan. Agricultural Activities shall require a farm conservation plan, such as an NRCS Conservation Plan (“Farm Conservation Plan”), prepared for the Premises, and approved in writing by the Grantee. The Farm Conservation Plan shall be developed in accordance with generally-accepted Best Agricultural Practices, and shall, at a minimum, address the following:
 - i. establish wetland buffers and/or filter strips to prevent adverse impacts to the water quality of existing wetlands and waterways;
 - ii. in the event animal husbandry activities are proposed, establish and govern the type and number of each type of animal unit permitted on the Premises, and analyze the pasturage potential of the Premises and establish and govern the cycling of pasturage, and any other measures necessary to ensure the carrying capacity of the Premises is not exceeded in order to protect water quality, prevent soil erosion, and otherwise protect the Conservation Values; and
 - iii. describe how Agricultural Activities will maximize soil and water conservation, and promote Healthy Soils and Practices.
- d. Agricultural Structures and Improvements. Constructing and maintaining structures and improvements to conduct Agricultural Activities, provided:

- i. The total footprint (as defined herein) of all permanent structures and any temporary structures (as defined below) that have a roof shall not exceed two percent (2%) of the total area of the Premises in the aggregate. For the purposes of this Conservation Restriction, the term “footprint” shall mean that measurement encompassing the enclosed ground floor area, as measured from the exterior, at the point of contact with the ground.
 - ii. Grantor must obtain prior written approval from the Grantee for the following improvements:
 1. Wells, including but not limited to artesian wells, and any irrigation structures that require subsurface installation.
 2. All permanent structures for agricultural purposes, as defined in the Massachusetts Building Code.
 - iii. The following improvements are permitted without prior approval from the Grantee:
 1. Temporary Structures. Constructing, using, maintaining, repairing, and/or replacing temporary structures and improvements directly related to or in support of Agricultural Activities, including, but not limited to, fencing, hayracks, “run-in” shelters or other three-sided shelters, hoop houses (also known as “high tunnels”), and the like. For the purposes of this Conservation Restriction, the term “temporary” shall mean any improvement without a foundation that can be constructed or removed without significant disturbance of the soil;
 - e. Agri-tourism. The use of the Premises for “Agri-tourism” activities, which activities shall be defined as ancillary commercial activities and events that support the financial viability of the use of the Premises for Agricultural Activities, which activities shall be limited to farm-based entertainment such as harvest festivals and farm-based education addressing the subjects of sustainable agriculture, food production and nutrition, and/or environmental conservation and ecology; with prior approval of the Grantee, Grantor may host unrelated educational activities such as painting or yoga classes, and the like, and up to four (4) recreational events, weddings, or similar types or scale of events per year, provided that said events shall be incidental and subordinate to the primary use of the Premises for Agricultural Activities.
- (17) Green Energy. With prior written approval of the Grantees, constructing energy producing structures and associated transmission lines that produce negligible or no pollution or carbon emissions (“Green Energy Structures”) to supply power for any Permitted Acts and Uses on the Premises. In addition to the terms of Paragraph III.E., when considering whether to grant approval, the Grantees will take into consideration the energy needs related to the relevant Permitted Act(s) and Use(s). While it is agreed that some power may be fed back into the public power grid during high production periods, such Green Energy Structures shall be limited to a capacity not higher than that necessary to meet, or exceed

by up to 20% at the time of installation, the power requirements of the Permitted Acts and Uses;

- (18) Subdivision for Conservation Purposes. Consistent with the Conservation Values and with the prior written approval of the Grantees, the right to subdivide the Premises for the purpose of conveying portions of the Premises to conservation entities.
- (19) Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee.
- (20) Beaver Management. Activities associated with management of beavers including, but not limited to, trapping, dam breaching or removal, hazard tree removal, and restoration of areas altered by beavers.
- (21) North Course Support. The Golf Course is associated with the operation of an additional golf course on an adjacent lot known as the "North Course." The Grantor may continue to use all facilities on the Premises to support the operation of the North Course, including, but not limited to, the club house, parking lots, and the maintenance facilities. Grantor further reserves the right to grant such easements, licenses, leases, or other rights on the Premises as necessary or convenient to support the golf operations of the North Course, subject to prior approval of the Grantees.
- (22) Special Use Areas.

The Grantor reserves the right to conduct or permit the following activities and uses only within the Building Envelope Areas shown on Exhibit B in addition to the Permitted Acts and Uses described in Paragraph III.B., and otherwise subject to this Conservation Restriction:

- a. Golf Course Core Envelope
 - i. Using, maintaining, repairing, renovating, and replacing the following:
 - 1. A clubhouse including, but not limited to, pro shop, office, restrooms, changing rooms, golf cart storage facility, restaurant, bar, common area, lounge, patio or social gathering area and any related facilities. The clubhouse interior may be used for other, non-golf-related activities consistent with this Conservation Restriction, including but not limited to support for passive outdoor recreation and nature-based, cultural or educational activities, weddings, social events, whether public or private in nature. The clubhouse footprint may be expanded by no more than 25,000 square feet;

2. Maintenance facilities, which may be expanded over the existing footprint by no more than 15,000 square feet in the aggregate;
 3. A golf cart storage structure, which may be expanded over the existing footprint by no more than 10,000 s.f.;
 4. A wireless tower of no more than 100 feet in height in the approximate location shown on Exhibit B together with its accessory equipment and structures;
 5. Shrubs, flower beds, trees, grass, and other ornamental landscaping features;
 6. Retaining walls, and walkways from parking lots to the clubhouse and other structures;
 7. Ancillary structures up to a total of 10,000 s.f.;
 8. Paved or unpaved driveway and lot for parking of not more than 600 vehicles;
 9. Utilities and utility infrastructure, including, but not limited to, septic systems and water infrastructure; and
 10. A pavilion, tent or other structure for the hosting of events of no more than 10,000 square feet.
- ii. Within the Golf Course Core Envelope as shown on Exhibit B, the following activities shall be allowed:
 1. storage of gasoline, diesel fuel, oil hydraulic fluid, or any other materials,
 2. storage of liquids or substances for use in operation or maintenance of machinery or tools;
 3. all filling of machinery or tools with fuel, oil, or other substances, including but not limited to golf carts, lawnmowers, hedge trimmers, weed-whackers, leaf-blowers and saws;
 4. all maintenance, repair and cleaning of machinery or tools, including but not limited to golf carts, lawnmowers, hedge trimmers, weed-whackers, leaf-blowers and saws; and
 5. such other routine maintenance activities as are normally incidental to the maintenance of a golf course and existing buildings.
 - iii. Within the Golf Course Core Envelope, the Grantor reserves the right to continue to operate the accessory operations of the Golf Course, including, but not limited to, a restaurant, golf league, pro shop, event space which hosts weddings and other functions, golf school, and other such social events and activities as are customary to the operation of a golf course and country club.
- b. Driving Range Relocation Area
 - i. Within the Driving Range Relocation Area as shown on Exhibit B, work associated with and necessary or convenient for relocation of the tee boxes, greens, nets, sand traps, paved or unpaved golf cart paths, and fairway reconfiguration for relocation of the driving range, including cutting and removal of trees and other vegetation, excavation, cut and fill of earth materials, and use of light machinery, equipment and other tools.

- ii. Using, maintaining, repairing, replacing, renovating and constructing a structure or structures to support the operation of the driving range and the golf school of up to 10,000 s.f. in the aggregate.
 - iii. Using, maintaining, repairing, replacing, renovating and constructing nets surrounding the driving range, provided that prior to the construction or replacement of the nets, the Grantor shall confer with the Grantees with respect to selection of netting materials and minimization of impacts on wildlife, to the extent feasible.
 - iv. Utilities and utility infrastructure, including, but not limited to, septic systems and water infrastructure.
 - v. Following the relocation, the operation of a driving range and associated fairways within this envelope.
- c. **Septic Envelope**
 - i. Within the Septic Envelope as shown on Exhibit B, the construction, use, maintenance, repair, replacement, and renovation of an underground septic system or systems and subsurface lines associated with the septic system, which shall be located, constructed, operated and maintained in compliance with all federal, state and local laws, to serve the clubhouse, maintenance building and other permitted structures and uses on the Premises. The septic system may not be located outside the Septic Envelope unless a qualified professional certifies in writing that there is no feasible location for any such improvement within the Septic Envelope, such a finding not to consider financial feasibility, and the Grantees approves of any such septic improvements to be located outside of the Septic Envelope and further provided that any of these septic improvements serves only the permitted structures and uses located within the Golf Course Core Envelope and Driving Range Relocation Area. Construction, maintenance, repair or renovation work associated with said septic system shall be performed so as to minimize the impact on the Conservation Values protected by this Conservation Restriction, and following any such work the surface shall be restored to the extent practicable to its prior condition.
- d. **Drainage Easement Envelope**
 - i. Within the Drainage Easement, as shown on Exhibit B, the Grantor and others with the right to do so as set forth in that certain Easement Agreement by and between SCC Associates, Inc. and Stow Woodlands LLC dated January 24, 2002 and recorded in the Registry in Book 34653, Page 299, shall have the right to construct, use, maintain, repair, replace, and renovate that certain underground drainage structure which drains into the pond between the fourteenth and sixteenth hole.

D. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

E. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Reserved Right requiring a permit, license or other approval from a public agency does not imply that the Grantees or the Commonwealth take any position as to whether such permit, license, or other approval should be issued.

F. Notice and Approval.

1. Notifying Grantees. Whenever notice to or approval by Grantees is required, Grantor shall notify or request approval from Grantees, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses or approvals;
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantees to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantees' approval is required, the Secondary Grantee, within thirty (30) days of receipt of Grantor's request, shall notify the Primary Grantee of the Secondary Grantee's decision. Within sixty (60) days of the Primary Grantee's receipt of Grantor's request, the Primary Grantee shall either affirm, amend or reverse the decision of the Secondary Grantee, shall notify the Secondary Grantee thereof in writing, and shall issue its decision to the Grantor in writing. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no decision is received from the Secondary Grantee within thirty (30) days, the Primary Grantee shall proceed to issue its decision within sixty (60) days of Grantor's request. Grantees' approval shall not be unreasonably withheld provided that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values.
3. Resubmittal. Grantees' failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantees, and their duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief

1. **Enforcement.** The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory and other equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantees will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantees for the enforcement of this Conservation Restriction.
2. **Notice and Cure.** In the event that the Grantees determine that a violation of this Conservation Restriction has occurred and intend to exercise any of the rights described herein, the Grantees shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time, if Grantor has not halted the violation and remedied any damage caused thereby, Grantees may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the property authorities of such violation.
3. **Reimbursement of Costs and Expenses of Enforcement.** Grantor covenants and agrees to reimburse to Grantees all reasonable costs and expenses (including reasonable attorneys' fees) incurred by the Grantees in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided, however, that such costs and expenses shall not be duplicative as between the Primary and Secondary Grantee. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a licensed professional land surveyor and to have the boundaries permanently marked.
4. **Coordination between Primary and Secondary Grantee.** Whenever there is a question of whether there is a violation of this Conservation Restriction, or how to proceed in addressing the violation, the Primary Grantee shall consult with the Secondary Grantee. The Primary Grantee shall then determine whether there is a violation and how to proceed in addressing that violation. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no response is received from the Secondary Grantee

within thirty (30) days, the Primary Grantee shall notify Grantor and proceed as provided in Paragraph IV.B.2.

C. Non-Waiver.

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantees. Any election by the Grantees as to the manner and timing of their right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantees do not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantees to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to wrongful acts of third persons, fire, flood, weather and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. Notwithstanding the foregoing, nothing herein shall preclude Grantor's or Grantees' rights to pursue any third party for damages to the Premises for vandalism, trespass, or any other violation of this Conservation Restriction. In the event of any such occurrence, the Grantor and Grantees will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

A. Entry Onto and Use of the Premises

The Grantor grants to the public a perpetual right to pass and repass over and through the Premises by non-motorized means for pedestrian, horseback riding, bicycling and other nonmotorized recreational use only on the Public Trail, such Public Trail described herein and as generally shown on Exhibit D attached hereto, or as further modified or constructed pursuant to Paragraph V.B and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime trail-oriented, passive recreation. Such agreement by Grantor is subject to the Grantor's and Grantees' right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and the Conservation Values. Such rules may include temporary closures or limitations to said public access. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B. The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction.

The Grantees may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for the purposes described in the Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantees hereto benefit from exculpation from liability to the extent provided in such section.

B. Public Trails

The Grantor and Grantees have agreed to the locations of the Public Trail as shown on Exhibit D. The location of these Public Trails may be modified by mutual written agreement of the Grantor and Grantees.

C. Maintenance of Public Trails

The Primary Grantee shall maintain the public trails on the Premises shown on Exhibit D. If Primary Grantee fails to maintain the public trails on the Premises shown on Exhibit D, Secondary Grantee and/or Grantor shall have the right, but not the obligation, to maintain the public trails.

D. Indemnification

Primary Grantee covenants and agrees, at its sole cost and expense, to indemnify, defend (at trial and appellate levels and with attorneys, consultants and experts reasonably acceptable to Grantor) and hold the Grantor, its employees, members, and agents harmless against and from any and all liens, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys', consultants' and experts' fees and disbursements incurred in investigating, defending against, settling or prosecuting any claim, litigation or proceeding) which may at any time be imposed upon, incurred by or asserted or awarded against such the Grantor, its employees, members, and agents or the Premises and, arising directly or indirectly from or out of the public use of the Premises pursuant to this paragraph.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor's and Grantees' Right to Recover Proceeds.

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantees, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph IV.C, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantees shall use their share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantees' Receipt of Property Right.

Grantor and Grantees agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantees, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the conveyance, bears to the value of the unrestricted Premises. The proportionate value of the Grantees' property right is as of the Effective Date (See Paragraph XII) and will be determined by an appraisal. Such proportionate value of the Grantees' property right shall remain constant.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantees shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantees shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantees in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantees shall use their share of any proceeds in a manner consistent with Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden.

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments.

The Grantees are authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of its successors and assigns, appoints the Grantees its attorney-in-fact to execute, acknowledge and deliver any

such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit.

The benefits of this Conservation Restriction shall run to the Grantees, shall be in gross and shall not be assignable by the Grantees, except when all of the following conditions are met:

- a. The Grantee requires that the Purposes continue to be carried out;
- b. The assignee is not an owner of the fee in the Premises;
- c. The assignee, at the time of the assignment, qualifies under 26 U.S.C. 170(h), as amended, and regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
- d. The assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer.

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantees not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or register in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantees shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantees agree that they will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment.

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. Affect this Conservation Restriction's perpetual duration;
2. Be inconsistent with or materially impair the Purposes;
3. Affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. Affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws; or
5. Create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantees, of the economic impact of the proposed amendment; or
6. Alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment); or
7. Cause the provisions of this Paragraph XI to be less restrictive; or
8. Cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive.

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by the Grantees and Grantor, approved by the Town of Stow, and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts

General Laws have been obtained, and it has been recorded in the Middlesex (South) Registry of Deeds or applicable land court registry district.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication (“Notices”) that either party desires or is required to give to the other shall be in writing. Such notices shall be served by electronic mail and, if no confirmation of receipt is received within three (3) business days, a second copy of the Notices shall be sent by either certified mail or nationally recognized delivery service (such as FedEx, DHL, or UPS), signature required, addressed as follows:

To Grantor: Stow Holdings LLC
258 Andover Street
Georgetown, MA 01833
peterb@blackswancountryclub.com

To Grantees: Conservation Director
Town of Stow Conservation Commission
380 Great Road
Stow, MA 01775
conservation@stow-ma.gov

President
Stow Conservation Trust
P.O. Box 397
Stow, MA 01775
Stowconservationtrust.info@gmail.com

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction.

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability.

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement.

This instrument sets forth the entire agreement of the Grantor and Grantees with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods, roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantees with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premises change as allowed over time. Notwithstanding the foregoing, the parties may use any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights.

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. No Surety Interest.

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

C. Prior Encumbrances.

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

E. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor Stow Holdings LLC

Grantee Acceptance, Stow Conservation Trust, Inc.

Grantee Acceptance, Town of Stow Conservation Commission

Approval by Select Board

Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Plan of Premises

Exhibit C: Town Meeting Vote Authorizing the Use of CPA Funds

Exhibit D: Public Access Trail Corridor Map

WITNESS my hand and seal this ____ day of _____, 2021,

Peter Brown
Stow Holdings LLC, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared Peter Brown, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

WITNESS my hand and seal this ____ day of _____, 2021,

John R. Swansburg
Stow Holdings LLC, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared John R. Swansburg, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT BY STOW CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Stow, Massachusetts, hereby certify that at a public meeting duly held on November 16, 2021, the Conservation Commission voted to approve in the public interest and accept the foregoing Conservation Restriction from Stow Holdings LLC pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby approve in the public interest and accept the foregoing Conservation Restriction.

STOW CONSERVATION COMMISSION:

Serena Furman, Chair

Ingeborg Hegemann Clark

Jeffrey Saunders

Matt Styckiewicz

Liza Mattison

Douglas Morse

Holly Clack

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT BY STOW CONSERVATION TRUST, INC.

This Conservation Restriction from Stow Holdings LLC was accepted by Stow Conservation Trust, Inc. this _____ day of _____, 2021.

By: _____
Robert Wilber

Its: President, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared Robert Wilber, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF SELECT BOARD OF TOWN OF STOW

We, the undersigned, being a majority of the Select Board of the Town of Stow, hereby certify that at a public meeting duly held on _____, 2021, the Select Board voted to approve the foregoing Conservation Restriction from Stow Holdings LLC to the Town of Stow, acting by and through its Conservation Commission, and The Stow Conservation Trust, Inc., in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

SELECT BOARD:

Ellen Sturgis, Chair

Megan Birch-McMichael

James Salvie

Cortni Frecha

Zach Burns

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Stow Holdings LLC to the Town of Stow, acting by and through its Conservation Commission, and The Stow Conservation Trust, Inc., has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2021

Kathleen A. Theoharides
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared Kathleen A. Theoharides, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

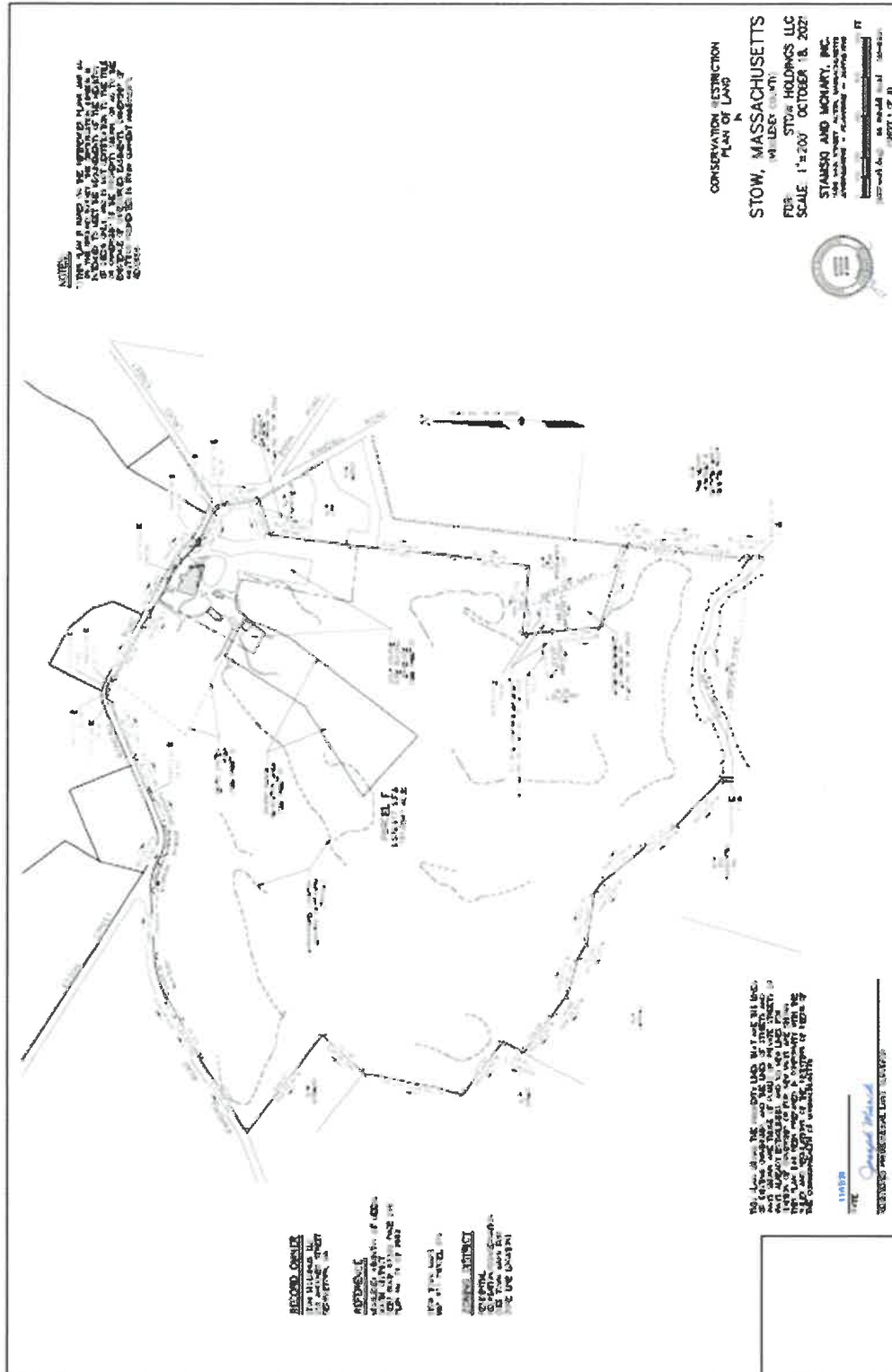
Notary Public
My Commission Expires:

EXHIBIT A

Description of the Premises

The land in Stow, Middlesex County, Massachusetts, containing 151 acres +/-, shown as Parcel F on a plan of land titled "Conservation Restriction Plan of Land in Stow, Massachusetts, Sheets 1 and 2," dated October 18, 2021, by Stamski and McNary, Inc, 1000 Main Street, Acton, signed and stamped by Joseph March, Land Surveyor, and recorded at Book _____, Page _____ in the Middlesex South Registry of Deeds.

Exhibit B



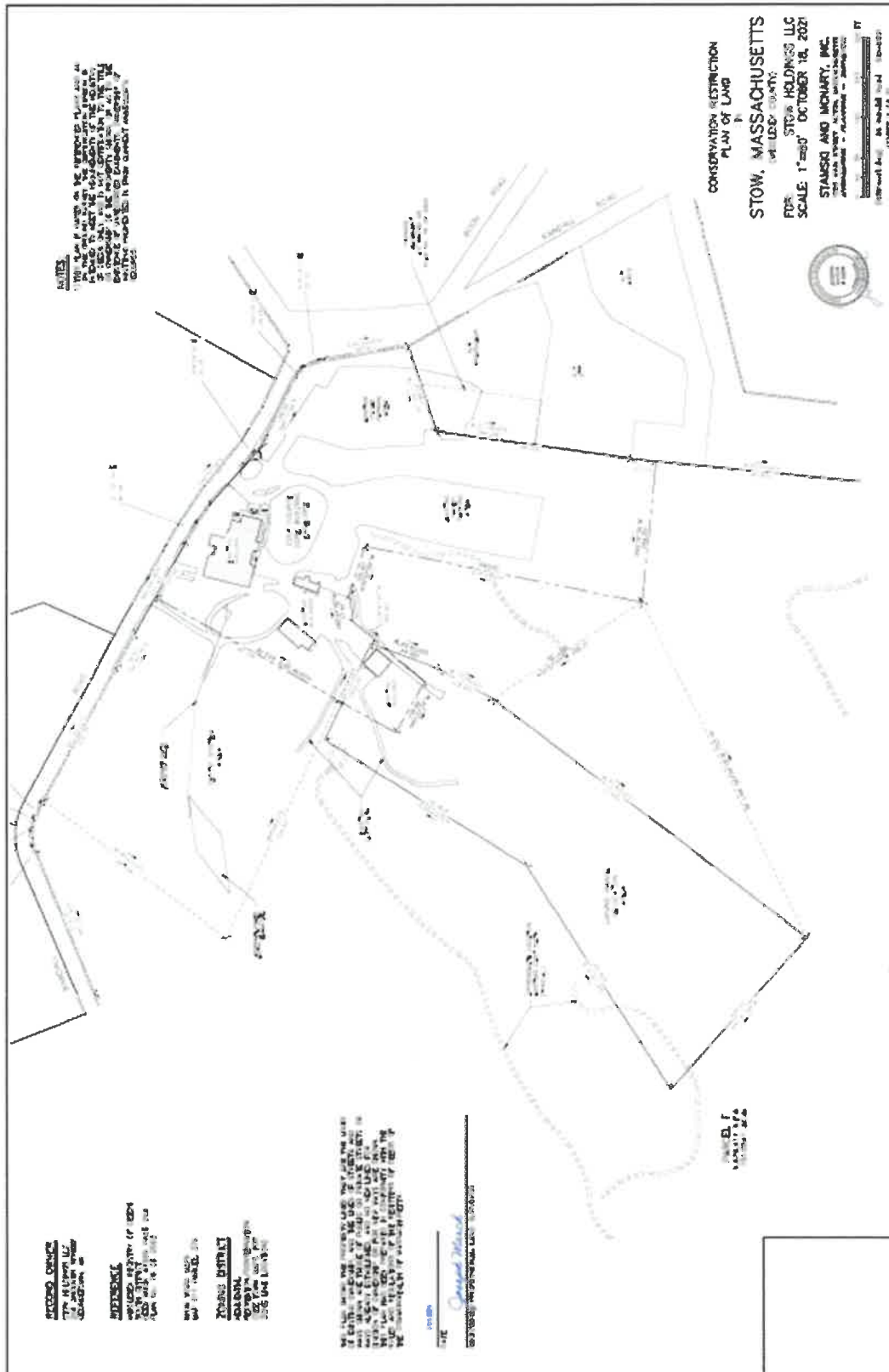


Exhibit C



Town of Stow OFFICE OF THE TOWN CLERK

Town Building - 380 Great Road
Stow, Massachusetts 01775-2127
Tel. (978) 897-5034
FAX (978) 897-4534

September 23, 2021

To Whom It May Concern:

The following is a true copy of action taken at the annual town meeting held in The Center School, Stow, on May 22, 2021.

ARTICLE 54. Stow Acres Conservation Restriction Purchase

On motion of Selectman James Salvie, it was voted 178 in favor and 6 opposed to approve Article 54 as printed in the warrant and further that the purchase of said conservation restriction on the South Course be contingent on approval of the purchase of portions of land at the North Course of Stow Acres at a subsequent Town Meeting.

As printed in the warrant...

To see if the Town will vote to act by and through its Conservation Commission, in accordance with Chapter 40, Section 8C, to acquire a conservation restriction for recreational, conservation and agricultural purposes on land presently owned by Stow Holdings, LLC, said land being known as the South Course of Stow Acres, Randall Road, consisting of 151 acres, more or less, and being shown as Assessors' Map R11, Parcel 37A, such conservation restriction to be co-held with the Stow Conservation Trust, and recorded at the Middlesex South Registry of Deeds; and for this purpose to appropriate and transfer One Million Five Hundred Thousand Dollars (\$1,500,000) from the Community Preservation Fund Unreserved Fund Balance, in accordance with the provisions of Mass. General Laws Ch. 44B, the Community Preservation Act, which monies may include necessary and incidental expenses for appraisals, surveys, engineering, consulting and legal services; and to authorize the Conservation Commission to negotiate, execute, prepare and file all documents or applications, receive gifts and grants, and undertake all actions necessary or appropriate for such purpose, including applying for, obtaining and accepting any funding available from the Commonwealth in connection with the so-called Self-Help Act and LAND grant program (MGL Chapter 132A, Section 11), and all rules and regulations, policies or guidelines thereunder; or any other relevant state or federal land acquisition grant programs; or take any other action relative thereto.

A true copy. Attest:

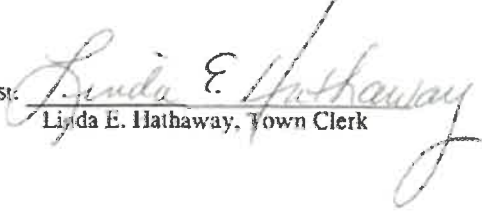

Linda E. Hathaway, Town Clerk

Exhibit D

Stow Acres South Course Conservation Restriction

Exhibit D

Public Access Trail Corridor Map



Public Access Trail Corridor

11/15/21

EXHIBIT B

Due Diligence Documents to be Delivered by Seller

None

EXHIBIT C

NON-FOREIGN ENTITY CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Stow Holdings LLC ("Transferor"), the undersigned hereby certifies on behalf of Transferor:

1. Transferor is/is not a "disregarded entity" as defined under the Internal Revenue Code and Income Tax Regulations.
2. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
3. Transferor's U.S. employer identification number is [_____].
4. Transferor's office address is:

Transferor understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made within this certification could be punished by fine, imprisonment, or both.

Under penalties of perjury the undersigned declares that he has examined this certification and that to the best of his knowledge and belief it is true, correct and complete, and the undersigned further declares that he has the authority to sign this document on behalf of Transferor.

[Signature Page Follows Immediately]

Dated: _____, 2021

STOW HOLDINGS LLC

By: _____

Name:

Title:

EXHIBIT D

Additional Escrow Provisions

By executing the Agreement to which this **Exhibit D** is attached, Purchaser and Seller hereby acknowledge and agree that:

(a) The Title Company shall incur no liability whatsoever in connection with its good faith performance under Article III and Section 16.17 of the Agreement or this **Exhibit D**, and do hereby jointly and severally release and waive any claims Purchaser or Seller may have against the Title Company, which may result from its performance in good faith of its function under this Agreement, including but not limited to, a delay in the electronic wire transfer of funds. The Title Company shall be liable only for loss or damage caused directly by its acts of negligence while performing as the Title Company under this Agreement.

(b) The Title Company undertakes to perform only those duties which are expressly set forth in the Agreement, and Purchaser and Seller acknowledge that these duties are purely ministerial in nature.

(c) The Title Company shall be entitled to rely upon the authenticity of any signature and the genuineness and validity of any writing received by the Title Company relating to this Agreement. The Title Company may rely upon any oral identification of a party notifying the Title Company orally as to matters relating to this Agreement if such oral notification is permitted thereunder. The Title Company is not responsible for the nature, content, validity or enforceability of any of the escrow documents except for those documents prepared by the Title Company.

(d) In the event of any disagreement between the parties hereto resulting in conflicting instructions to, or adverse claims or demands upon the Title Company with respect to the release of any escrow funds or any escrow documents, the Title Company may refuse to comply with any such instruction, claim or demand so long as such disagreement shall continue and in so refusing the Title Company shall not release any escrow funds or any escrow documents. The Title Company shall not be, or become liable in any way for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands and it shall be entitled to continue to refrain from acting until such conflicting instructions or adverse claims or demands (i) shall have been adjusted by agreement and it shall have been notified in writing thereof by the parties hereto; or (ii) shall have finally been determined in a court of competent jurisdiction. In the alternative, the Title Company may, but shall not be obligated to, file a suit in interpleader for a declaratory judgment for the purpose of having the respective rights of the claimants adjudicated and may deliver to the court any escrow funds or any escrow documents.

(e) The Title Company shall be entitled to receive reimbursement as the Title Company of documented reasonable attorneys' fees and other documented out-of-pocket expenses incurred by it in the performance of its duties under this Agreement, which shall be paid in equal amounts by Purchaser and Seller. If the Title Company's duties and responsibilities are increased beyond those contemplated within this Agreement, additional compensation will be allowed as agreed

upon in writing by all of the parties hereto. Such additional compensation shall be shared equally by Purchaser and Seller.

(f) The Title Company may at its sole discretion resign by giving (30) days written notice thereof to the parties hereto. The parties shall furnish to the Title Company written instructions for the release of any escrow funds or any escrow documents. If the Title Company shall not have received such written instructions within such thirty (30) day period, the Title Company may petition any court of competent jurisdiction for the appointment of a successor escrow agent and upon such appointment deliver any escrow funds and any escrow documents to such successor. Costs and fees incurred by the Title Company may, at the option of the Title Company, be deducted from any funds held pursuant hereto. The Title Company neither approves nor disapproves of this transaction, nor does it recommend for or against, nor does it have an opinion as to the legality or validity of this transaction.

(g) If any escrow funds are at any time attached, garnished, or levied upon under any court order or if the payment or delivery of any escrow funds is stayed or enjoined by any court order, or if any order, judgment or decree shall be made or entered by any court affecting escrow funds, the Title Company is authorized, in its sole discretion, to rely upon and comply with the order, writ, judgment or decree. The Title Company shall not be liable to any of the parties or to any other person firm or corporation by reason of such compliance even though the order, writ, judgment or decree may be subsequently reversed modified, annulled, set aside or vacated.

(h) Upon making disposition of any escrow funds in accordance with this Agreement, the Title Company shall be deemed fully released and discharged from any and all duties and obligations under this Agreement, without the need that any other documentation be executed by Seller or Purchaser.

(i) The Title Company shall not be responsible for the validity, sufficiency, collectability, or legal effect of any instrument deposited with Title Company.

(j) Purchaser and Seller are aware that the Federal Deposit Insurance Corporation ("FDIC") coverages apply only to a cumulative maximum amount of \$100,000 for each individual deposit for all of depositor's accounts at the same or related institution. The parties hereto further understand that certain banking instruments such as, but not limited to, repurchase agreements and letters of credit are not covered at all by FDIC insurance. Further the parties hereto understand that the Title Company assumes no responsibility for, nor will the parties hereto hold the Title Company liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed \$100,000 and that the excess amount is not insured by the Federal Deposit Insurance Corporation or that FDIC insurance is not available on certain types of bank instruments.

STRATEGIC PLANNING

MINUTES

Select Board Meeting Minutes
Tuesday, November 9, 2021
Stow Town Building & Zoom

Present in the Warren Room: Chair Ellen Sturgis, Megan Birch-McMichael, Zack Burns, Town Administrator Denise Dembkoski

Present via Zoom: James Salvie

Absent: Cortni Frecha.

Chair Sturgis called the meeting to order at 7 p.m.

Public Input: None.

Board Member Comments

Chair Sturgis: Thank you to everyone who attended and helped at the Special Town Meeting. Special thanks to Linda Hathaway, Deb Seith, David Walrath, and Denise. Congratulations to our newest Fire Academy graduates: Firefighters Richard Falcione, Timothy Benoit, and Cameron Bower. The Nashoba Rotary Club is holding a drive-through lunch for Veterans on Thursday at the First Parish Church.

Board member Birch-McMichael: The Nashoba Boards of Health is hosting a clinic for Nashoba elementary school students at the Nashoba Regional High School on November 12 and December 3 from 3-6 p.m.

Board member Salvie: Mark Roberts and his dog “Mocha” finished their trek across Massachusetts on Sunday in Provincetown. They raised over \$100,000 for hunger.

Recognition

Dorothy Sonnichsen was present via Zoom.

Chair Sturgis read a Certificate of Appreciation for Dorothy Sonnichsen, who is stepping down after 41 years of volunteer service as Trustee, and Treasurer, of the Randall Relief Fund, the Town Fund, and the Town Farm Fund. She was also a member of the Stow Cultural Council from 2004-2010.

Appointments

John Paul “JP” Benoit to the position of Fire Chief, Emergency Management Officer, and Forest Warden

Board member Burns moved to appoint John Paul “JP” Benoit to the position of Fire Chief, Emergency Management Officer and Forest Warden through June 30, 2024, contingent upon successful contract negotiations. Board member Birch-McMichael seconded the motion and it passed unanimously.

Stephen Laaper to the position of Call Firefighter/EMT to the Stow Fire Department

Board member Burns moved to appoint Stephen Laaper to the position of Call Firefighter/EMT to the Stow Fire Department through June 30, 2022. Board member Birch-McMichael seconded the motion and it passed unanimously.

John Kennedy to the position of Call Firefighter/EMT to the Stow Fire Department

Board member Burns moved to appoint John Kennedy to the position of Call Firefighter/EMT to the Stow Fire Department through June 30, 2022. Board member Birch-McMichael seconded the motion and it passed unanimously.

Town Administrator (TA) Report

- The TA thanked the 300 voters who attended the Special Town Meeting, and also Linda Hathaway and Deb Seith and their team, Jonathan Daisy and his Stow TV crew, IT Director Ron Eld, and Kathy Sferra and Jesse Steadman for their presentations at Town Meeting.
- Assistant TA Dolore Hamilton is working on a mandatory vaccination requirement policy in response to OSHA's new requirements.
- There is a public forum on the Library Building Project on Thursday, November 18th at 7 p.m. The forum will be recorded and replayed for those who cannot attend. This is one of several forums to be held.
- Speaker pro tem Hogan has secured \$300,000 for water cisterns to be installed for firefighting operations; this was secured through the state's ARPA funds.
- Covid cases are on the rise in Stow. Please take all necessary precautions.
- Chair Sturgis asked about the vacancy for a resident to serve on the Traffic Safety Advisory Committee. The preference per the posting is for someone with an engineering background.

Public Hearing - Tax Classification Hearing

Chair Sturgis read the public hearing notice into the record:

The Select Board will hold a public hearing on Tuesday, November 9, 2021 at 7:15 pm in the Town Building, 380 Great Road, Stow, MA on the issue of tax classification. The purpose of the hearing is to allow taxpayers the opportunity to present their views on whether or not Residential, Commercial, Industrial, Open Space, and Personal Property should be taxed with one rate for all property classes, or to use different tax rates for different property classes. The hearing will include a presentation by the Board of Assessors outlining the options available under Chapter 40, Section 56 of the Massachusetts General Laws. At the conclusion of the public hearing the Select Board shall determine whether or not tax classification shall be applied for the Fiscal Year 2022 tax rate. Currently the Town taxes at a single tax rate for all property classes. All concerned taxpayers are encouraged to attend via Zoom to present their views orally or submit them in writing to the office. If there are questions about the hearing, please contact the Assessors' Office at 897-4597.

Board member Burns moved to open the Tax Classification Public Hearing. Board member Birch-McMichael seconded the motion and it passed unanimously by a roll call vote: Salvie -aye, Burns -aye, Birch-McMichael -aye, Sturgis -aye.

Principal Assessor Kristen Fox was in attendance and went through the Board of Assessors Fiscal Year 2022 Classification Presentation. Ms. Fox reminded everyone that any and all tax rates discussed are subject to approval by the Department of Revenue. Selecting a minimum residential factor of less than 1 would shift the tax burden to the commercial classes of property.

Board member Burns moved to close the Tax Classification Public Hearing. Board member Birch-McMichael seconded the motion and it passed unanimously by a roll call vote: Salvie -aye, Burns -aye, Birch-McMichael -aye, Sturgis -aye.

Based on information from the Board of Assessors, Board member Burns moved that the Town of Stow adopt a minimum residential factor of 1, to keep a single tax rate for fiscal year 2022, taxing all property classes at one rate. Board member Birch-McMichael seconded the motion and it passed unanimously.

Meeting Minutes

Board member Salvie asked that a sentence on page 2 be amended, as described in the motion.

Board member Burns moved to accept the meeting minutes of the October 26, 2021 meeting with amendments, specifically after the sentence "Board member Salvie expressed his dislike for the process but saying he will vote for it" to add in "because of its de minimis value." Board member Birch-McMichael seconded the motion and it passed unanimously.

Public Hearing – Hudson Light & Power Pole Petitions

Chair Sturgis read the public hearing notice into the record:

Notice is hereby given, in accordance with MGL Chapter 166, section 22, that the Select Board will conduct a public hearing regarding a pole locations request by Hudson Light and Power Department to locate utility poles as follows: HILEY BROOK RD., STOW – locate one (1) pole at a point approximately 110 ft. Southwest of existing pole #5 to serve the new construction at 38 Hiley Brook Rd. GREAT RD., STOW – locate one (1) pole at a point approximately 125 ft. West of existing pole #152 to reduce the overall span of overhead conductors and retain height compliance over the roadway. Also, that permission be and hereby is granted to each of said petitioners to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes. The public hearing will be held on Tuesday, November 9, 2021 at or after 7:30 p.m. at the Stow Town Building, 380 Great Road, Stow, MA. The public may attend the meeting in-person or may continue to participate via remote Zoom access.

Board member Burns moved to open the Pole Petitions Public Hearing. Board member Birch-McMichael seconded the motion and it passed unanimously by a roll call vote: Salvie -aye, Burns -aye, Birch-McMichael -aye, Sturgis -aye.

Chris Monsini of Hudson Light & Power (HL&P) was present via Zoom to explain the need for the 2 new poles. There is new construction of a single-family home at 38 Hiley Brook Road which requires a pole so HL&P can provide service. On Great Road the span between poles 152 and 153 is about 225 feet. HL&P prefers a span of under 150 feet. A new pole is needed at this location to reduce the span.

Verizon is listed on the petitions but did not sign. Mr. Monsini spoke with Terry Dolan at Verizon and they do not have any issues. This is a HL&P pole set and maintenance area, Verizon would just be attaching to the pole.

Mike Teliszewski, 41 Hiley Brook Rd, said that at the Site Plan approval process (for 38 Hiley Brook Road) there was no indication that a new pole would be needed. The plan was to place an underground line from pole #6. There is a 60 foot deep no-cut buffer and he wants to make sure that no more trees are coming down along the road or that the driveway or the road is not made wider for this pole.

Board member Burns moved that the Public Hearing for installations of poles at Great Road and Hiley Brook Road be closed. Board member Birch-McMichael seconded the motion and it passed unanimously by a roll call vote: Salvie -aye, Burns -aye, Birch-McMichael -aye, Sturgis -aye.

Board member Burns moved that the Board approve and sign the applications by Hudson Light & Power to install new poles at Great Road and at Hiley Brook Road as indicated in the Order for Joint or Identical Pole Location for each site, received by the Select Board office October 28, 2021, conditioned that the application is not inconsistent with the site plans at either 38 or 41 Hiley Brook Road. Board member Birch-McMichael seconded the motion and it passed unanimously.

Accept Donations on Behalf of the Hallock Point Purchase

The Town Administrator reported on the breakdown of the final project costs, and once these donations are accepted the project can be closed out.

Board member Burns moved that the Select Board vote to accept donations on behalf of the Hallock Point purchase, specifically: \$33,255 from Stow Conservation Trust, with \$10,000 going toward the land stewardship and \$22,255 toward the purchase of the property, and up to \$80,000 from the Lake Boon Association for the purchase of the property and to cover legal expenses. Board member Birch-McMichael seconded the motion and it passed unanimously.

Police Department Policies

Chief Michael Sallese presented two policies for review and discussion. The first policy, U and T Visa Certification, is to assist victims of serious crimes who are deemed to be without lawful immigration status and who come forward to work with the police. The second policy is part of the new police reform bill.

Abby Morgan was present via Zoom and thanked the Chief and the Select Board for these policies.

Board member Burns moved that the Select Board approve the U and T Visa Certification Policy 9.02, as presented by Chief Michael Sallese. Select Board member Birch-McMichael seconded the motion and it passed unanimously.

The Board discussed clarifying language in the Reporting Abuse, Excessive Force, or Misconduct policy regarding the Chief Executive Officer and investigations, and if the term CEO should be changed to Town Administrator.

Board member Burns moved that the Select Board approve the Reporting Abuse, Excessive Force, or Misconduct by Law Enforcement Personnel Policy 9.03, as presented by Chief Michael Sallese, with one modification under Section 5 (V). A. 3, Chief Executive Officer shall be replaced by Town Administrator. Board member Birch-McMichael seconded the motion and it passed unanimously.

Personnel Policies

Assistant Town Administrator Dolores Hamilton was present via Zoom to discuss three new personnel policies. After discussion the Board made minor changes, as follows:

- Personnel Records Law Policy: add to the second page language to indicate “Although most information in the personnel file is confidential, some information is subject to public record such as name, job title, job description, wage or salary information, and resume with private information redacted.”
- Domestic Violence Leave Policy: change the “c” to “Town” on the second page.
- Personnel Request Policy: under “Applicability” replace “and appointed” with “employee.”

Board member Burns moved that the Select Board vote to approve the Personnel Records Law Policy, as presented by Assistant Town Administrator/HR Director Dolores Hamilton including the additional language as presented by Ms. Hamilton. Board member Birch-McMichael seconded the motion and it passed unanimously.

Board member Burns moved that the Select Board vote to approve the Domestic Violence Leave Policy, as presented by Assistant Town Administrator/HR Director Dolores Hamilton with such scrivener’s error being fixed. Board member Birch-McMichael seconded the motion and it passed unanimously.

Board member Burns moved that the Select Board approve the Personnel Request Policy & Form Policy, as presented by Assistant Town Administrator/HR Director Dolores Hamilton with a modification to remove “and appointed” from the Applicability section of the policy. Board member Birch-McMichael seconded the motion and it passed unanimously.

Discuss use of American Recovery Plan Act (ARPA) funds

The Town has received half of its funding. The Town Administrator has retained a consultant, to be paid with ARPA funds, to assist Stow will following all federal spending and reporting requirements. Funds must be committed by December 31, 2024 and spent by December 31, 2026.

Letter of Support for SEHC for Plantation II Project

Board member Salvie recused himself from this discussion and vote.

The Board reviewed a letter of support for the Stow Elderly Housing Corporation's (SEHC) application to the MA Department of Housing and Community Development. The Plantation II project will add 37 affordable elderly housing units to the Plantation complex, and 50 existing units at Plantation I will be updated.

Board member Burns moved that the Select Board vote to approve the letter of support for SEHC for the Plantation II project and authorize the Chair to sign it. Board member Birch-McMichael seconded the motion and it passed 3-1 with Board member Salvie abstaining.

Strategic Planning

The Board will be meeting on December 7th with the Capital Planning Committee and the Finance Committee. Immediately following, the Board will meet for Select Board goals and planning.

Correspondence

Chair Sturgis said the Board received another letter from Ms. Dorothy Granat regarding the policy for Class II licenses; the policy has been reviewed by Town Counsel.

Adjournment

At 8:59 p.m. Board member Burns moved to adjourn. Board member Birch-McMichael seconded the motion and it passed unanimously.

Respectfully submitted,

Joyce Sampson

Executive Assistant

Documents used at this meeting:

Documents can be found in the Select Board's Office in the meeting folder.

CORRESPONDENCE

From: Ellen Sturgis
Sent: Thursday, November 18, 2021 4:22 PM
To: Jamie Eldridge, Senator; Kate Hogan, Rep
Cc: selectboard
Subject: Fitchburg Line Commuter Rail service

Dear Senator Eldridge & Rep. Hogan,

I have been hearing from an increasing number of Stow residents about their disappointment that commuter rail service continues to be limited. As you know, we pay into the MBTA system, even though we have no direct service.

The specific complaint is around the number of trains running, now that business is increasing and therefore commuting is increasing into the City. The MBTA has chosen to only run trains hourly and all are local so that it takes around an hour to get from South Acton to Boston. Senator Eldridge, I know, has been a train commuter and is aware of the difference of taking a local vs express. The result is that most of the commuters I have spoken with are now driving into town. Not good for traffic, not good for the environment.

I am writing also to the MBTA as well as the MBTA Advisory Board, for which I serve as Stow's representative. I hope you can both use your considerable influence to see what can be improved as far as MBTA services.

Regards,

Ellen Sturgis, Chair

Ellen Sturgis, Stow Selectboard
esturgis@stow-ma.gov
978-460-0883 cell

From: Richard Presti <rich.presti@gmail.com>
Sent: Thursday, November 18, 2021 11:16 AM
To: selectboard
Subject: Stow Selectboard

Selectboard Members,

I am formally requesting that Selectboard member Burns recuse himself from both involvement and voting on any matters that concern the 84-102 Great Rd property , any of it's tenants , or me going forward.

This request is based on the lack of objectivity and unmitigated bias demonstrated at the August 10, 2021 Selectboard meeting , wherein he announced **prior** to the matter being brought up for formal discussion by the Board, that his vote would be **negative** , regarding the transfer of a Class II License for my new tenant.

By all appearances , this was not a momentary lapse in judgement , as the aggressive tone and prejudicial manner actually extended throughout **two consecutive** Selectboard meetings, and ultimately resulted in him voting as he had promised **before** hearing the facts...against the license transfer.

In my opinion, this undermined and compromised the spirit , intent, and standards of the Selectboard process....open and honest public conversation resulting in an **objective and fair determination**.

Based on this previous experience, I am requesting that Mr Burns recuse himself from any matters relating to my property, my tenants or me.

Thank you.

--
Richard Presti
585 Massachusetts Ave.
Acton, MA 01720

Phone: 978-264-9991
Fax: 978-264-9992

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From: Claudia Dragun <cadragun@gmail.com>
Sent: Thursday, November 18, 2021 10:14 AM
To: info@linearretail.com
Cc: Hogan, Kate - Rep. (HOU); Eldridge, James (SEN); selectboard
Subject: Water situation in Stow Shopping Plaza

Hello,

I've lived in Stow for almost 20 years and shop weekly at your plaza. Over the years I've continued to be dismayed -- disgusted, actually -- in the lack of a solution to the water situation there. It seems there should be motivation for Linear to fix it so businesses won't leave and more will set up shop -- but you haven't budged.

It seems Linear has been holding the town hostage for far too long. Please sell the plaza if that's what it will take to find an owner who wants to make positive changes for the businesses in Stow. I'm also calling on our elected officials to work with you to find a solution once and for all.

Thank you,
Claudia
Stow, MA

CORRESPONDENCE

Additional correspondence on file in the office:

- Email from Abby Morgan re: Police Policies for 11/9/2021 meeting
- Email from Dorothy Granat dated 11/9/2021 to amend her 11/3/2021 email
- Comcast notice of price changes + emergency/trouble reporting procedures
- ZBA Notice of Public Hearing for 126 North Shore Dr
- ZBA Notice of Public Hearing for 4 Kirkland Dr
- ZBA Notice of Public Hearing for 84-102 Great Rd
- ZBA Notice & Decision for 206 Barton Rd (Sp Permit)
- ZBA Notice & Decision for 206 Barton Rd (Variance)
- ZBA Notice & Decision for 99 Pine Point Rd
- ZBA Notice & Decision for 36 Crescent St