

AGENDA  
SELECT BOARD  
January 10, 2023  
7:00 p.m.  
Town Building & Zoom

**The public may attend the Select Board meetings in person or may participate via remote Zoom access.**

Join Zoom Meeting

<https://us06web.zoom.us/j/84431870752?pwd=M1RDcnFaU2ZUMEhtQkRxUW41WUI4Zz09>

Meeting ID: 844 3187 0752

Passcode: 25964081

1. Public Comment
2. Board Member Comments
3. Recognition
  - Certificate for Eagle Scout Andrew Sears
4. Town Administrator's Report
5. Appointments
  - Brian Hatch to the position of Interim Highway Superintendent effective January 21, 2023
6. Discussion and Possible Vote
  - Discuss dates for Annual Town Meeting and Annual Town Election and open the warrant for 2023 Annual Town Meeting
  - Green Advisory Committee to discuss the following:
    - Committee Annual Update
    - Climate Action Plan outline and schedule
    - Opt-in Energy Code for Annual Town Meeting Warrant
  - Joint Board Meeting with the Planning Board:
    - Meet with Green International who will present design alternatives at Hudson/Great Road Intersection
    - Comprehensive Plan timeline and responsibilities
    - Town Meeting warrant articles/general workplan priorities
  - Execute the Deed Acceptance and Retained Rights Agreement for Stow Acres North Course
  - Execute the Deed Acceptance for 0 Great Road
  - Authorize and Sign Bond Anticipation Note Renewal (PFAS)
  - Accept donations:
    - For the Fire Department - \$550
    - For the Police Department - \$500
    - For Animal Control - \$1,000
7. Meeting minutes
  - December 13, 2022
8. Correspondence
9. Adjournment

Correspondence Received:

Posted Friday, 1/6/2023  
12 PM

1/4/2023 from the Town Administrator; Follow-up to Items from December 13 meeting

12/31/2022 from Cynthia Perkins; Resignation from the Housing Authority  
12/28/2022 from Dan James; Progress on Lake Boon Dam  
12/27/2022 from Gaia Cloutier, Klein Horning LLP; Stow Elderly Housing Corp.  
12/20/2022 from Allan Fierce; Stow back in Level 2 – Significant Drought  
12/8/2022 from Dorothy Granat; legal

12/23/2022 from Conservation Commission; Notice of 1/17/2023 Public Hearing, Notice of Intent for installation of three public water supply wells

1/5/2023 from Niall S Connors of Verizon; LFA Notice – Yahoo! Finance  
12/20/2022 from Niall S Connors of Verizon; Justice Central Customer Notice  
12/15/2022 from Niall S Connors of Verizon; LFA Notice – Cox Media Group (CMG) Content Negotiations

Posted Friday, 1/6/2023  
12 PM

# **RECOGNITION**

Recognition

Certificate for Eagle Scout  
Andrew Sears



Town of Stow  
**SELECT BOARD**

Stow Town Building  
380 Great Road  
Stow, Massachusetts 01775  
(978) 897-4515 selectboard@stow-ma.gov

January 10, 2023

Eagle Scout Andrew Sears  
18 Cranberry Circle  
Stow, MA 01775

Dear Andrew,

The Select Board of the Town of Stow congratulates you on achieving the rank of Eagle Scout, the highest rank of the Boy Scouts of America.

As an exemplary scout who has performed a number of services for his community, the Board would like to acknowledge your accomplishments and express its best wishes for your continued success and involvement with the community.

Achieving Eagle Scout status is an accomplishment of which you can be extremely proud. The Board is confident that your experience as a Boy Scout will serve you well in your future endeavors.

Sincerely,

For the Select Board

# ***Certificate of Achievement***

***Presented to***

***Andrew Sears***

***in recognition of your achievement of attaining the rank of Eagle Scout***

***“CONGRATULATIONS Andrew on achieving your goal!!***

***We are PROUD to have you as a member of our community and appreciate the service project you completed in 2022, refurbishing the gazebo at Hale Middle School. You worked with the school principal, local hardware stores, and fellow scouts to obtain materials, and then power wash, clean, and sand the structure before staining it and restoring the dedication plaque. The renewed gazebo is now in better condition and available for outdoor activities in the school community.***

***We wish you the Best of Luck in the future!”***

***Stow Select Board***

***Megan Birch-McMichael, Chair***



***Ellen Sturgis, Clerk***

***Cortni Frecha***

***Ingeborg Hegemann Clark***

***January 10, 2023***

***Hector Constantzos***

# **APPOINTMENTS**

# Appointment

Brian Hatch to the position of  
Interim Highway Superintendent  
effective 1/21/2023





Denise M. Dembkoski  
Town Administrator  
[townadministrator@stow-ma.gov](mailto:townadministrator@stow-ma.gov)

***Town of Stow***  
*Office of the*  
***Town Administrator***

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

I am pleased to recommend Brian Hatch to be named Interim Highway Superintendent effective January 21, 2023. With Steve Nadeau's retirement taking effect on Friday, January 20, 2023, making this interim appointment will allow time to evaluate the position and the department to determine how best to move forward.

I respectfully ask for your ratification of this recommendation

*Denise M Dembkoski*

# **DISCUSSION & POSSIBLE VOTE**

Discuss dates for Annual Town  
Meeting and Annual Town  
Election

Open the Warrant for 2023  
Annual Town Meeting

## Town Meeting & Annual Election Dates

### TA Proposal

In a transition year, the new Governor has 5 additional weeks to finalize the state budget – which would bring us to early March.

My recommendation is to have the Annual Town Meeting on Saturday, May 13<sup>th</sup> with the Town Election on Saturday, May 20<sup>th</sup>. (Last year we were May 14<sup>th</sup> and May 21<sup>st</sup> respectively)

Town Election – Saturday, May 20, 2023, Polls open 10am to 4pm

Open the Warrant today, January 10, 2023, and close the Warrant on Monday, April 3, 2023

# Green Advisory Committee

- Committee annual update
- Climate Action Plan outline and schedule
- Opt-in Energy Code for Annual Town Meeting Warrant

**Stow Green Advisory Committee**  
**Update to the Select Board**  
**01/10/2023**

Green Advisory Committee (GAC)

- Committee
  - Arnie Epstein, Chair
  - Sharon Brownfield, Vice Chair
  - Carol Lynn, Clerk, Representative to the Select Board
  - John Colonna-Romano (JCR), Planning Board
  - Andy DeMore, Zoning Board of Appeals
  - Dave Korn, Resident at Large.
  - Tom Porcher, Conservation Commission
  - John Sangermano, Resident at Large
  - Open, EDIC
  
- Committee meets on first and third Thursday at 7pm
- Monthly meeting with Town Administrator (Chair, Vice Chair, Clerk)

Key Activities to Date

Climate Action Plan (CAP) Development

- Primary focus of committee
- Presentation to follow

Sponsoring warrant article for spring 2023 Town Meeting to adopt Specialized Building Energy Code

- To help align Stow with state greenhouse gas targets
- Presentation to follow

Proposed policy to Select Board for fossil fuel free new municipal buildings.

- Presented to Select Board on 7/26/22
- Finance Committee is supportive of proposed policy
- Material provided to Capital Planning for their next meeting

Outreach

- GAC flyers at SpringFest and Randall Library (during September climate week)
- Two virtual meetings with Town Boards, Committees, and Departments to introduce GAC
- One virtual meeting with residents to introduce GAC (hosted by Sustainable Stow and Randall Library)
- Conducted resident survey on climate awareness in December 2022
- Continued outreach in three phases
  - 1-Engagement (meeting with town committees and departments)
  - 2-Assessment and feedback (starting with a general survey focused on residents)
  - 3-Communication, Engagement, Approval, and Implementation (ongoing education and town projects).

Stow Green Advisory Committee  
Update to the Select Board  
01/10/2023

Funding

- Critical for encouraging existing homeowners and businesses to convert to all-electric heating and hot water, and electric vehicles
  - Includes investigation of funding received by other towns
- Received \$5,000 Green Communities grant to support purchase of hybrid police cruiser
- Working with Town Procurement/Grants Administrator for funding opportunities
- Working with Hudson Light & Power to improve residential and municipal incentives
- Anticipate funding opportunities in 2023 from federal Inflation Reduction Act (IRA) and new state administration

Working with Hudson Light & Power (HLPD)

- Established formal liaison between GAC and HLPD
- Worked with HLPD to.
  - Provide a financial incentive to developers for building energy efficient, all-electric homes - \$2,250 per home
  - Double annual rebate to \$30,000 for municipal energy efficiency measures
- Supporting Plantation Apartments' request for incentives for multi-unit EV charging stations.
- Discussions on future directions – utility scale storage, increased demand for electricity

Continued discussions regarding all-electric housing with other Stow town committees and developers of Athens Lane and Stow Acres developments

Green Advisory Funding Article passed at 2022 Town Meeting

EnergizeStow website

- Gained approval for development and funding of a Stow MassEnergize website for outreach and tracking climate actions.
- Purchased software and education (\$1,000) for 4 administrators (two with GAC and two with Sustainable Stow)
- Began website development
- Target beta in mid-spring, launch late Spring (potentially at SpringFest)

## Summary of Results from Climate Action Survey

A survey of Stow town residents was conducted in November 2022 by the Green Advisory Committee to assess residents' concerns about climate change and their investments in energy efficiencies. Three hundred and six residents responded to the survey reflecting a cross-section of Stow residents. A summary of the results is highlighted below. A more detail analysis of the results will be forthcoming.

### General Attitude

Forty-eight percent of the respondents were concerned or extremely concerned about climate change and its effects on Stow and their family while only 18% were not concerned.

Respondents were concerned about the drought and extreme weather. Comments mentioned the lack of snow, the potential for more ticks and other disease bearing insects as well as water quality in our lakes and ponds.

There were a couple of comments where respondents felt these changes were part of the natural cycle of weather and that there was an imbedded assumption that the questions assumed that "odd" weather was climate-induced instead of the normal variability over time.

### Personal Actions

Most respondents had made some investment in energy efficiencies for their home including

- weatherizing their home (78%),
- making their yard more environmentally friendly (62%),
- using electric lawn equipment (52%)
- owning or planning to buy an electric vehicle or a hybrid (52%)

Thirty percent of the respondent considered a heat pump hot water heater while only 19% considered home battery storage. Many commented that they had installed solar panels. Other actions respondents have taken were to compost, move to a plant-based diet ,and use rain barrel.

The decision to make environmental investments were done generally for more practical reason as opposed to reducing carbon emissions. Clearly, money was a factor in most decisions. As one respondent said

*Come on... While I have electric lawn tools, I did NOT buy them to reduce my 'greenhouse emissions'. I bought them for convenience. If I weatherize my house, it's due to wanting to save money, not to reduce my greenhouse emissions. If I choose to have an environmentally 'friendly' yard, it's due to the desire to not waste money on fertilizer,*



*weed killer, et al. And maybe help the pollinators. But NOT due to greenhouse emissions*

The major barrier was cost. Respondents mention the high price of electric vehicles. Some respondents wanted more information (27%) while an equal number were planning to adopt some of these changes (27%). For 23% percent they didn't feel it was needed and another 11% felt it didn't fit or work for their homes. About 2% rented and could not install any of the energy efficiencies mentioned.

Over half of the respondents had or were planning to have an energy audit done by either Hudson Light and Power (HLPD) or MassSave. Thirty-seven percent had not had an energy audit completed. Several comments indicated that the respondents didn't know that HLPD conducted audits.

### Community Actions

Of the list of possible actions, the town could take or encourage, respondents felt that the following actions were the highest priority:

- Provide more options for recycling materials (yard waste, toxic/hazardous waste, electronics, other) (52%)
- Encourage existing homes and buildings to become more energy efficient (e.g., better insulation, LED lighting, etc.) (49%)
- Encourage all new construction to be energy efficient and all electric. (48%)
- Ensure that low- and moderate-income households can access all energy efficient, and climate resilient options made available to town residents. (46%)

Most of the other actions were rated somewhat of a priority including provide energy efficiency and weatherization training and resources for homeowners and landlords (40%) and promote public transportation (40%). Clearly not a priority was to create infrastructure for climate adaptation (such as providing cooling centers on hot days. (7%)

Some comments expressed concern about the electric grid and its capacity to support all electric homes and transportation. One respondent complained about approving large developments which taxed our resources. Another needed help in sorting through the changing environment for incentives and rebates.

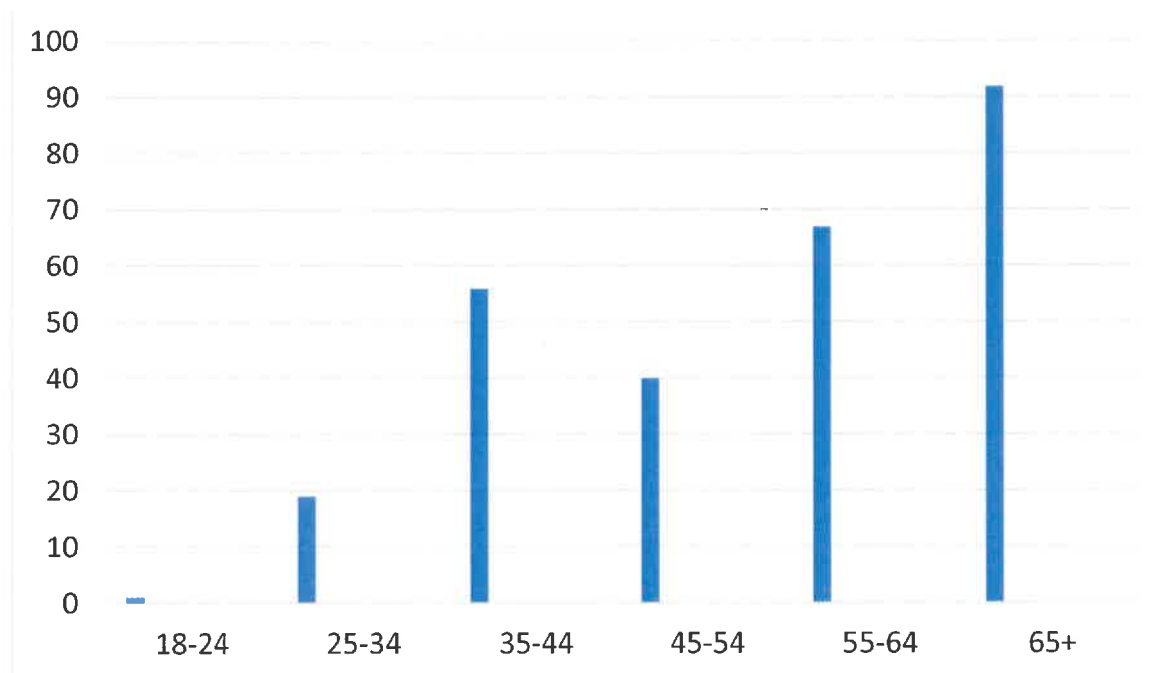
Half of the respondents would be interested in more information about changes you could make on your home while 32% were interested in information about transportation alternatives.

At the conclusion of the survey, 46 respondents indicated they would be interested in volunteering on initiatives or actions based on the Climate Action Plan while another 56 said they would be willing to serve on a panel to review the Climate Action Plan.

## Demographics

Ninety-two percent of the respondents live in single family homes while 5% owned a condo and about 1.5% rented. Other living arrangements included renting a townhouse or single-family home and living on a farm.

Age of the respondents ranged from one who was 18-24 to 92 who were 65 or older. The distribution of ages is illustrated in the chart below.



## Community Action Prioritization

The following chart and comments are from the Climate Action Survey conducted in November 2022. Three hundred and four residents responded. While not all answered every question, the results give the Green Advisory Committee a sense of what the town residents feel is most important for the town to address in the coming years in response to climate change. Note: 287 people responded to the question while 19 skipped it.

### Question: How much of a priority should these actions be for the town of Stow?

	NOT SURE-	NOT A PRIORITY-	SOMEWHAT OF A PRIORITY-	HIGH PRIORITY-	TOTAL
- Encourage existing homes and buildings to become more energy efficient (e.g., better insulation, LED lighting, etc.).	1.07% 3	13.93% 39	36.43% 102	48.57% 136	280
- Improve bike and pedestrian accessibility around town.	2.13% 6	28.01% 79	35.46% 100	34.40% 97	282
- Encourage more installation of rooftop solar.	4.27% 12	20.64% 58	36.65% 103	38.43% 108	281
- Protect natural resources, plant more trees, and increase green space throughout town.	0.71% 2	20.85% 59	34.63% 98	43.82% 124	283
- Encourage electric vehicle ownership.	2.15% 6	30.82% 86	32.62% 91	34.41% 96	279
- Install public charging stations.	2.49% 7	29.54% 83	34.52% 97	33.45% 94	281
- Reduce the use of natural gas, oil and propane for heating, hot water and appliances.	1.79% 5	25.81% 72	32.26% 90	40.14% 112	279
- Provide more options for recycling materials (yard waste, toxic/hazardous waste, electronics, other).	1.42% 4	13.52% 38	33.45% 94	51.60% 145	281
-	5.36% 15	35.36% 99	22.86% 64	36.43% 102	280

Adopt a single use plastic bag ban.					
-	6.88%	29.35%	35.14%	28.62%	
Pilot a composting program in town.	19	81	97	79	276
-	6.74%	44.68%	35.82%	12.77%	
Create infrastructure for climate adaptation (such as providing cooling centers on hot days).	19	126	101	36	282
-	3.18%	22.61%	26.15%	48.06%	
Encourage all new construction to be energy efficient and all electric.	9	64	74	136	283
-	3.19%	21.99%	38.30%	36.52%	
Deploy solar power and energy storage at critical facilities (such as schools) to ensure power during grid outages.	9	62	108	103	282
-	5.00%	22.50%	40.36%	32.14%	
Provide energy efficiency and weatherization training and resources for homeowners, and landlords.	14	63	113	90	280
-	5.67%	36.52%	40.07%	17.73%	
Promote public transportation.	16	103	113	50	282
-	4.64%	18.21%	31.07%	46.07%	
Ensure that low and moderate income households can access all energy efficient and climate resilient options made available to town residents.	13	51	87	129	280

## **Comments on Priorities**

“Protected bike lanes would be amazing. Green space and conservation land are top priorities. No need to keep building houses. I question the wholesale promotion of electric power without considering where it’s coming from or where batteries go when they are no longer usable.”

“Strategically acquire/protect lands to: 1) increase connectivity of protected lands to accommodate wildlife movement in response to climate impacts, 2) store flood waters from increasing extreme precipitation events, 3) store and sequester carbon. In addition, it would be very impactful to establish a municipal tree nursery - perhaps "staffed" in part with Stow Boy Scouts and Girl Scouts, and perhaps located at Stow Acres, for stepped-up tree planting initiative throughout Stow on public and private lands.”

"Encourage all new construction to be energy efficient and all electric. I'm 100% behind energy efficient, but I'm unsure about all electric. I'm not sure if our infrastructure is set up to handle everyone being 100% electric. I'm also unsure about putting all of our eggs in one basket.”

“I'd love it if there was some really easy way to keep track of what the situation is with incentives and costs and availability and all, without having to make a long appointment with an annoying salesman every time I think about it. I can do math very well, but I don't want to have to waste a lot of time doing research and being frustrated every time I think, "oh, what's the situation with that at this point?"

“Encouraging is good, but spending town money on any of these items is not.”

“Stop approving giant developments that deplete our limited resources.”

“Explore offering land for community solar projects, which are a more efficient way to generate solar power. Water conservation should also be a priority. Can we limit installation of lawn irrigation?”

“Cost is a huge factor for everyone also full Reliance on the electric grid will overburden those sources of electricity...”

“Electric school buses and police cars.”

“all electric homes are too expensive to operate. The electrical grid cant support the town going all electric. That will cause lots of brown outs causing people to by personal generators.”

“Although Green Energy Technology is tempting, it is not efficient or effective enough to replace our current energy options. Requiring green energy for new construction or trying to reduce fossil fuels for heat and hot water will be disastrous!”

“Town vehicles needing to be replaced should make electric vehicles a priority if possible.”

“Most electric car owners like us, I assume, can plug in at home. But it would be great to have charges for visitors. Unfortunately, rooftop solar power doesn't work on all houses. We've inquired a few times, and our roof doesn't face the right way! Power outages are a HUGE problem related to climate change. We still

haven't installed a generator due to cost and pragmatics (gasoline v. natural gas availability for whole house units)”

“YES, EV charging stations!!! What have we been waiting for? YES, recycling opportunities in town (or join with Maynard/Acton) What we need are businesses, a redeveloped town center, and public water for business area. We have more than enough green space and protected lands.”

“More rooftop photovoltaics plus more trees sometimes contradict each other, as in my yard on Harvard road.”

“I strongly support programs to improve local pedestrian infrastructure, such as sidewalks and separated bike lanes. Also, developing a greener, more resilient local energy infrastructure will be critical both in moderating climate change and dealing with its impacts. Of your options, this includes the solar on existing public infrastructure and ev charging stations for vehicles to make that an easier decision for residence considering electric cars.”

## **Stow Climate Action Plan - Schedule, Outline, Examples**

### **Summary**

- Climate Action Plan focuses on aligning Stow with statewide GHG emissions reduction limits for 2030 (longer term GHG limits will be addressed in future update)
- Plan is structured with introductory material intended for all audiences followed by more detailed actions.
- Plan is organized into sectors that account for primary sources of GHG emissions as well as Natural Solutions and Resilience
- Draft plan in March. Publish plan in July

### **Schedule**

- Draft Plan - March
  - Includes all sections in the Plan Outline
  - Incorporates input from initial resident survey and town boards, committees, and departments.
  - Solicit comments through May
- Publish plan - July
  - Plan approved by Select Board
- Moving Forward
  - Green Advisory Committee will oversee plan implementation
    - Periodic progress reports
    - Periodic plan updates
    - Support for implementing plan actions and identifying funding

## Plan Outline

- **Introductory Material**
  - Community profile
  - Climate impacts
  - Action to date
  - Greenhouse gas emissions, targets, and primary strategy
  - Ensuring equity
- **Plan Elements**
  - Overview of each sector of the plan including
    - Goal
    - Climate Considerations
    - Actions to date
    - Priority Actions
    - Indicators of Success
- **Sectors included in the plan**
  - Buildings
  - Transportation
  - Energy
  - Natural Solutions
  - Resilience
- **Action Implementation**
  - For each Priority Action identified in the Plan Elements there is a section which includes
    - Description
    - Champion
    - Implementation Tasks
    - Potential Financial Resources
    - Challenges
    - Equity Considerations
    - Tracking Progress
    - Engaging with the Community
- **Appendices**
  - Separate documents including detailed information not included in the Plan itself. For example,
    - Survey results
    - Derivation of metrics for Indicators of Success



## **Example sections**

- Example 1 - Stow Greenhouse Gas Emissions, Targets, and High Level Strategy (Introductory material)
- Example 2 - Buildings (Plan Elements section)

# Stow Greenhouse Gas Emissions, Targets, and High Level Strategy

## Version 0.1

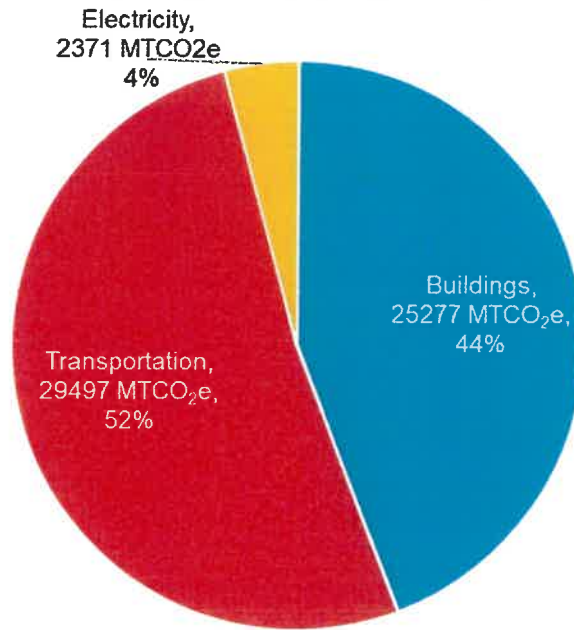
The Stow Climate Action Plan establishes greenhouse gas emissions reduction targets that align the town with the statewide targets signed into law in March 2021<sup>1</sup>. The state law establishes greenhouse gas limits to be met every five years up to 2050 when “net zero”<sup>2</sup> emissions are achieved. The focus of the Stow Climate Action Plan is the state’s greenhouse gas limits for 2030, when greenhouse gas emissions must be 50% below the state’s 1990 baseline<sup>3</sup>.

2030 was selected as the focus of the Climate Action Plan because it is close enough to enable concrete strategies to be selected and adopted. At this time, looking beyond 2030 is viewed as being too speculative and will be left for a future update.

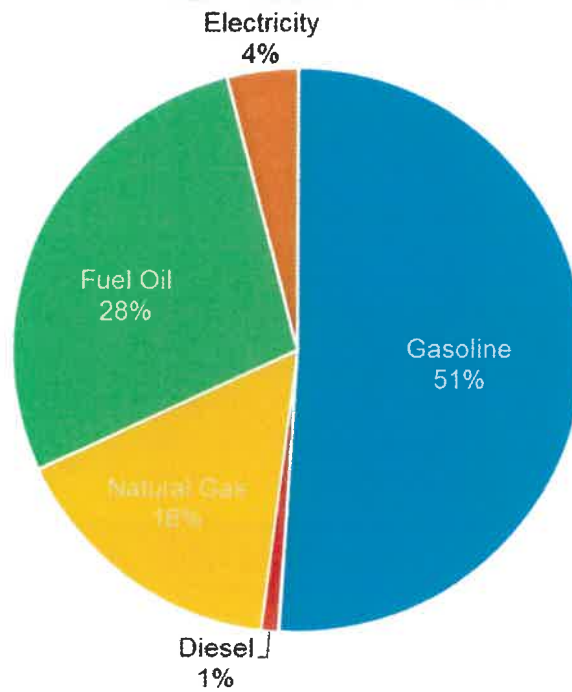
### Stow’s Baseline Greenhouse Gas Inventory

A greenhouse gas inventory is an accounting of all sources of greenhouse gas emissions in a region<sup>4</sup>. With the support of MAPC (Metropolitan Area Planning Council), a greenhouse gas emissions inventory was developed for Stow. The inventory was done in 2020. At that time the most recent data available was for 2017 and this will be the “baseline” year for Stow against which our greenhouse gas emissions reductions are measured<sup>5</sup>. To meet the state’s 2030 greenhouse gas emissions targets, emissions in Stow should be reduced by 36% to align with the state’s 2030 emissions targets.

Total Stow greenhouse gas emissions in 2017 were 57.145 MT CO<sub>2</sub>e<sup>6</sup>. The two pie charts below show Stow’s baseline greenhouse gas emissions emissions by sector and by fuel. The two sectors which account for the majority of Stow’s greenhouse gas emissions are transportation and buildings. When viewed by fuel, the combustion of gasoline for transportation and the combustion of fuel oil and natural gas for building heating, hot water, and appliances are the major contributors to the town’s emissions.



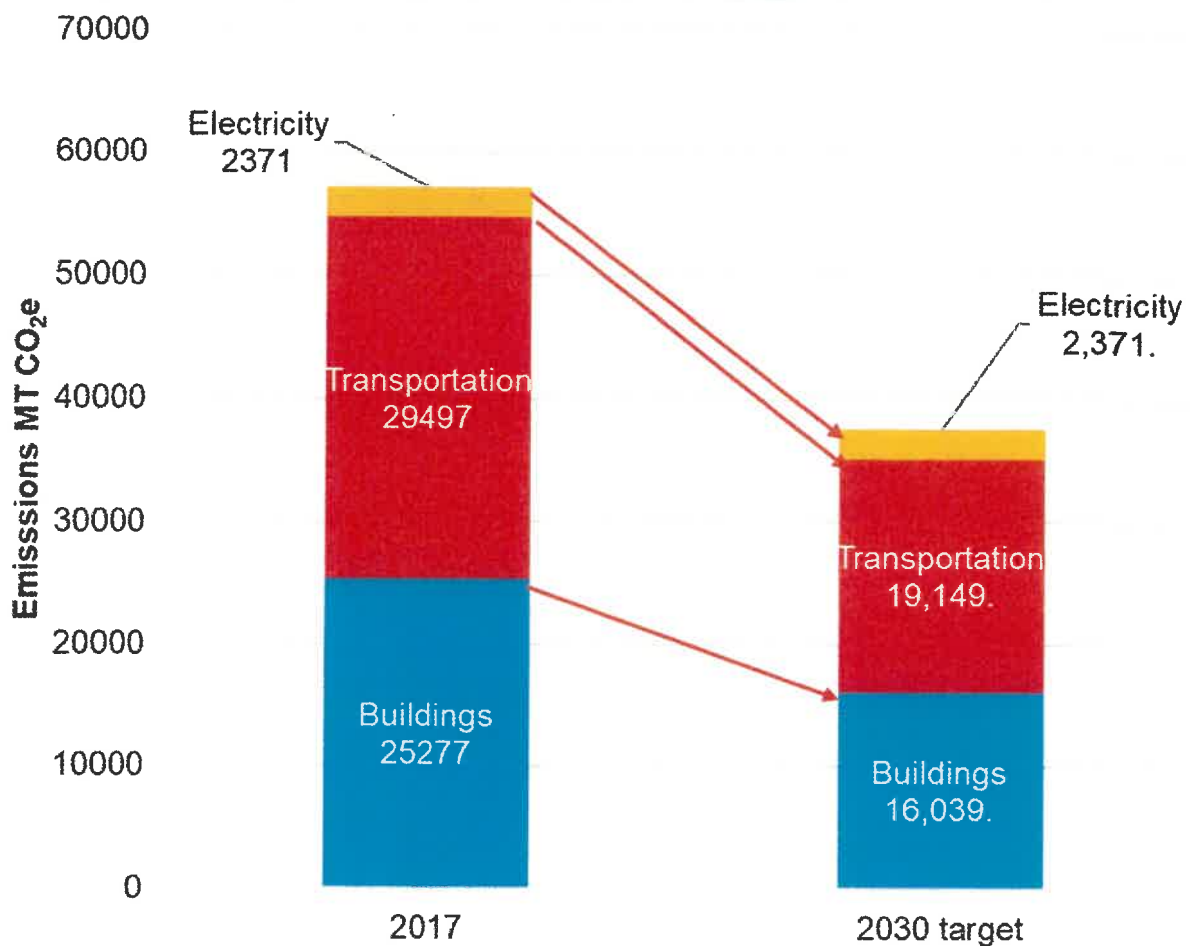
**Stow 2017 Greenhouse Gas Emissions by Sector**



**Stow 2017 Greenhouse Gas Emissions by Fuel**

## 2030 Targets for Greenhouse Gas Emissions

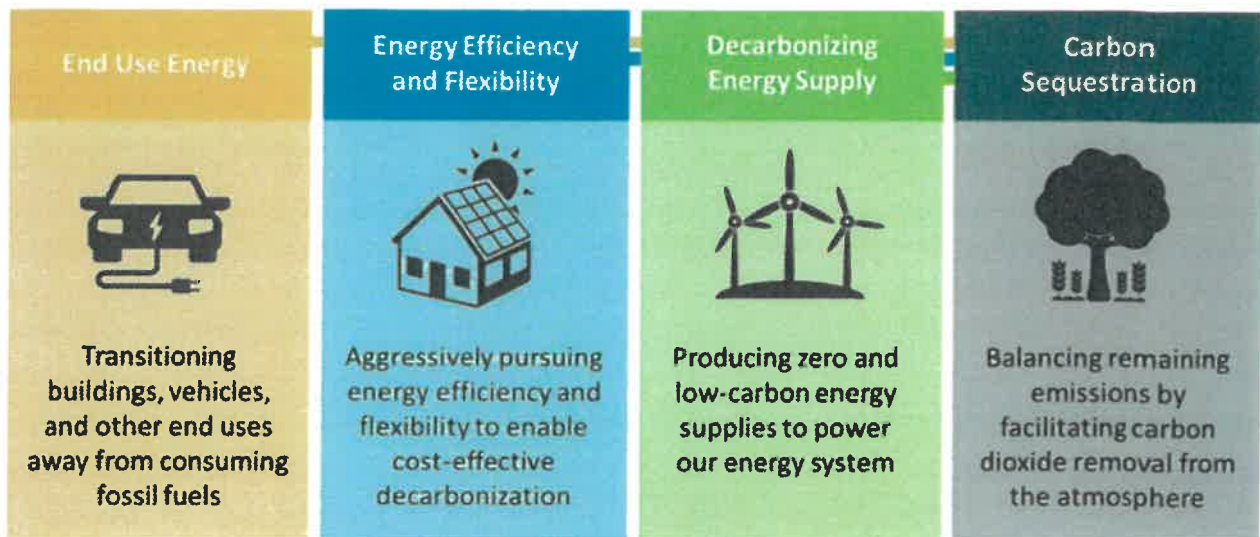
To establish the emissions targets for Stow in 2030, the statewide values for 2017 and targets for 2030 are used. The emissions targets for Stow in 2030 are calculated to be the same percent reduction as the state as a whole between 2017 and 2030. These results are shown in the illustration below for both total greenhouse gas emissions and emissions for the major sectors - transportation and buildings<sup>8</sup>



**Stow Emissions Reductions to 2030**

## High Level Strategy for 2030

The figure below illustrates the state's key "Pillars of Decarbonization" which contribute to achieving the goal of Net-Zero greenhouse gas emissions in 2050.



**Massachusetts Key Pillars of Decarbonization<sup>9</sup>**

To achieve the greenhouse gas emissions reduction targets for 2030, we will focus on the first three of these pillars<sup>10</sup> which can be summarized as switching from fossil fuels to clean electricity for our major sources of greenhouse gas emissions.

For transportation, this means a key to achieving the target is switching from internal combustion engine vehicles to electric or plug-in hybrid vehicles. Vehicles which are powered by electric motors are not only much more efficient than those using gasoline, they also generate dramatically lower greenhouse gas emissions when the electricity comes from sources that don't themselves generate greenhouse gas (e.g., wind, solar, hydropower, nuclear).

Similarly, for buildings, switching from fuel oil or natural gas for heating, hot water and appliances to electricity is both more efficient and dramatically lowers greenhouse gas emissions. As will be described in the Buildings section of the plan, the largest energy use is for heating. Switching all or most heating from fossil fuel furnaces and boilers to efficient electric heat pumps lowers the cost of heating and cooling while reducing emissions.

# Endnotes

1. An Act Creating A Next-Generation Roadmap for Massachusetts Climate Policy:  
<https://malegislature.gov/Laws/SessionLaws/Acts/2021/Chapter8>
2. Net zero greenhouse gas emissions means that any residual emissions are offset by “negative emissions” (e.g., carbon removal from the atmosphere from forests).
3. Stow does not have a greenhouse gas emissions inventory for 1990. Stow’s baseline greenhouse gas inventory is based on data from 2017. To align with the state targets, the state’s 2017 emissions are used to establish the reduction needed from our 2017 baseline year. This results in an emissions reduction of 36% in 2030.
4. The greenhouse gas inventory accounts for greenhouse emissions generated in a region as well as greenhouse gas emissions from electric use. It does not include emissions from sources outside the region but used within the region. Examples include the emissions associated with the production of goods manufactured outside the region (e.g., household items used in Stow but manufactured elsewhere) or food produced outside Stow but purchased in Stow). The greenhouse gas emissions associated with these items are assigned to the region where they were produced.
5. To align with the state targets, the state’s 2017 emissions are used to establish the reduction needed from our 2017 baseline year. This results in an emissions reduction of 36% in 2030.
6. MT CO<sub>2</sub>e means metric tons of carbon dioxide equivalent. The term CO<sub>2</sub>e is used because not all greenhouse gas emissions are carbon dioxide. To account for greenhouse gas from other sources (e.g. methane and nitrous oxide), these emissions are converted to the equivalent warming potential of carbon dioxide.
7. Greenhouse gas emissions from electricity are broken out as a separate sector in this pie chart. Nearly all use of electricity in Stow is in buildings (e.g., lighting, appliances, electronics, air conditioning and space heating)
8. The state has an overall emissions reduction target from 2017 to 2030 of 36%. This includes a reduction of 37% in the building sector and 35% in the transportation sector and the Stow targets for these two sectors are the same. However, the Stow target does not reflect the state’s emissions reduction in the electric sector. This is because the electricity from our utility, Hudson Light & Power, already exceeds the state’s targets for emissions from the generation of electricity in 2030..
9. Massachusetts Clean Energy and Climate Plan for 2025 and 2030 (page 6):  
<https://www.mass.gov/doc/clean-energy-and-climate-plan-for-2025-and-2030/download>
10. As will be discussed in the Natural Solutions section of the plan, carbon sequestration in our town forests and other natural land is key to meeting our overall goal of Net-Zero emissions by 2050. But in keeping with the state’s greenhouse gas accounting, only reductions in greenhouse gas emissions are accounted for in the 2030 target.

# Buildings

# DRAFT

## Description

This section discusses the climate change considerations for buildings in Stow, including residential, municipal, and commercial. The Stow Emissions Inventory gathered GHG emissions data from buildings in 2017 and is used as a basis for this discussion. Buildings in Stow can be divided into three main categories: residential, commercial/industrial (C&I) and municipal. The proportions of building emissions for each of the building types is shown in the pie chart in Figure Buildings.1. The chart shows that residential buildings are the largest building contributor for GHG emissions. These building categories also have different characteristics. For example, commercial/industrial buildings primarily use natural gas while the majority of homes use fuel oil. Buildings can be further subdivided into new and existing buildings. These categories can be important because they are regulated and funded differently. For example, new residential buildings are generally more efficient because they are constructed to updated building codes, and they can be constructed with heat pumps usually at little or no additional cost. Existing buildings need to be weatherized with additional insulation and converted to heat pumps which generally costs more than new construction.

### Emissions From Existing Building Types (MT CO<sub>2</sub>e)

Percent of Emissions from Buildings

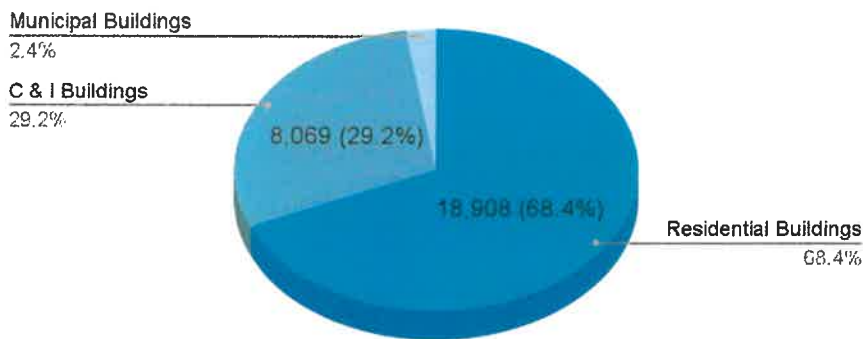


Figure Buildings.1

The Stow emissions inventory determined energy sources used across all building types. The proportion of emission from each energy type is shown in the chart in Figure Buildings.2. Fuel oil is primarily used for residential home heating and emits more than twice as much as natural gas use.

### Existing Buildings GHG Emissions by fuel type (MT CO2e)

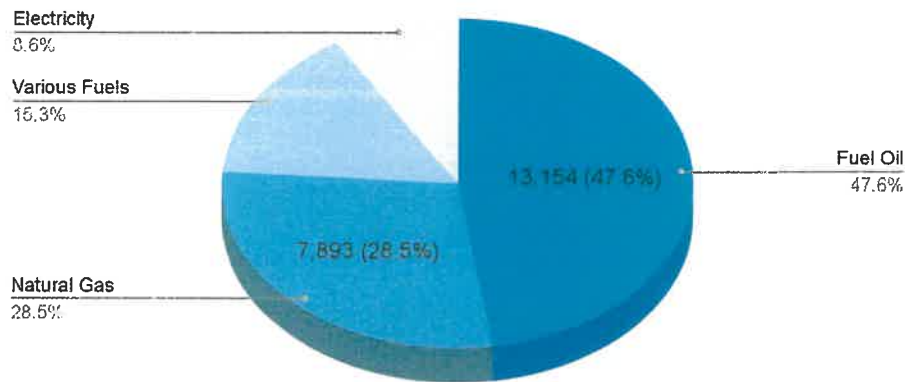


Figure Buildings.2

The primary approach to reduce the GHG emissions from the buildings sector is the use of heat pumps for heating, cooling and hot water heating along with building weatherization to reduce energy used for heating and cooling. This approach takes advantage of the low carbon electricity available in Stow from Hudson Light and Power. Because Hudson Light and Power offers relatively low rates, heat pumps cost far less than oil and propane heating sources to operate.

### Goal

To reduce the GHG emissions from buildings by 37% by 2030 relative to the 2017 baseline in order to align Stow with the statewide 2030 building emissions target.

### Climate Impacts/Considerations

Buildings make a major contribution to the total GHG emissions from the Town of Stow. There are several considerations that drive the approach to reduce GHG emissions from buildings:

- Stow obtains electricity from Hudson Light and Power which has one of the lowest rates in the state and has long term contracts with over 80% fossil fuel free generation.
- Each sub-sector of buildings has different requirements and needs different approaches. For example, new residential construction requires a different approach to reducing GHG emissions than existing residential homes. For example, focused programs could encourage developers to build new residences with heat pumps and conduct programs for existing homes to convert to heat pumps.
- The primary contributor to GHG emissions is from residential buildings (see baseline below).
- Fuel oil is the major source of emissions from existing buildings (47.6% of buildings emissions) with natural gas emissions the second largest (28.5% of emissions).



## Baseline

The Stow emissions inventory provides a baseline of emissions from buildings. This baseline will be used to measure progress into the future. The GHG inventory provides the following emission amounts by building type:

Building Type	Total Emissions (MT CO <sub>2</sub> e)	Percent of Building Emissions	Percent of Total Emissions
Residential	18,908	68.5%	33.1%
Commercial/Industrial	8,069	29.1%	14.1%
Municipal	670	2.4%	1.2%

## Actions to-date

- 2017-2021 - During this timeframe the Stow Town Building, Police station, Highway department office, Randall library and the Cemetery department have been fully or partially converted to heat pumps. Stow received \$388,000 in Green Communities grants to support this work.
- 2019 - The HeatSmart program was conducted to promote heat pump conversion in residential buildings - 193 households requested a site visit and 53 households had heat pumps installed.
- 2020 - Stow Town emissions inventory based on 2017 data was completed
- 2021 - Stow achieves Green Communities target of a 20% reduction in energy use for municipal buildings.
- 2022 - Hudson Light and Power offers incentive rebate for construction of all electric homes

## Priority Actions

Based on the climate impacts and considerations from the list above and given the baseline emissions described, the general approach is to promote the conversion of buildings to heat pumps to leverage the low rate and clean electricity provided by Hudson Light and Power and to promote increased energy efficiency. Given this approach, the following priority actions need to be taken.

Action	GHG Reduction	Resilience
Increase electrification and energy efficiency in existing residential buildings	++	+
Promote energy efficient, all-electric new construction	++	+
Improve electrification and energy efficiency in municipal, commercial and industrial buildings	++	+
Create and track metrics to determine progress	+	N/A

### Indicators of Success

Given that our primary focus is on electrifying buildings and the use of heat pumps to reduce the reliance on fossil fuels, the indicators of success focus on the reduction of GHG emissions and the number of heat pump conversions completed.

The rate of activity taken to accomplish GHG emission targets is expected to ramp up over time. The early years will account for a smaller amount of improvement, and later years will increase the rate of approaching the target.

Indicator	Baseline Data	2030 Target
Buildings GHG emissions	27,647 MT CO <sub>2</sub> e	17,417 MT CO <sub>2</sub> e (37% reduction)
Number of buildings utilizing heat pumps for space heating and cooling	Small	~1000 <sup>1</sup>

<sup>1</sup> This number is an overall indicator of progress towards reducing GHG emissions. The actual reduction will depend on related factors such as for an existing residence retrofit how much the heat pump replaces the existing fossil fuel system emissions. More detailed metrics will be described in the task blueprint section.

## Stow Green Advisory Committee

# Adopt the Specialized Building Energy Code at Spring Town Meeting

1

1

## Stow Green Advisory Committee

### What:

- Support the adoption of the state's new Specialized Building Energy Code at Spring Town Meeting.
- The Green Advisory Committee is sponsoring the article for the adoption of the Specialized Building Energy Code

2

2

## Stow Green Advisory Committee

### Why:

- Encourage energy efficient, all-electric new construction
  - Lower construction and operating cost
  - No impact on additions or renovations for existing homes and buildings
- Help Stow meet the state's target for reduction of greenhouse gas emissions

3

3

## Stow Green Advisory Committee

### Why now:

- Buildings are half of Stow's greenhouse gas emissions
- Ensure new construction minimizes added emissions
- Enable Stow to become a Green Communities Climate Leader

4

4

## Stow Green Advisory Committee

### Current Stow building energy code:

- Stretch Energy Code
  - Adopted at Town Meeting in 2015 when Stow was designated a Green Community

### Two new MA building energy codes<sup>1</sup>:

1. *Updated Stretch Energy Code (Updated Code)*
  - For Green Communities like Stow **automatically goes into effect** fully July 2024 without any action
2. *Specialized Opt-In Energy Code (Specialized Code)*
  - Stow can **choose to adopt** at Town Meeting to go into effect January 2024

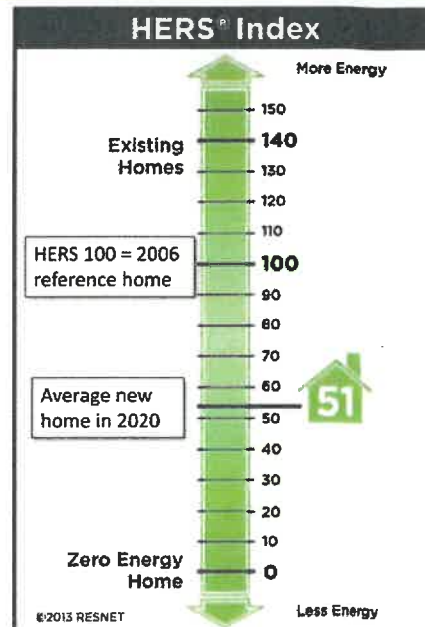
1. See <https://www.mass.gov/info-details/stretch-energy-code-development-2022>

## Stow Green Advisory Committee

### Comparing Codes: Energy Efficiency Measure

#### HERS Index (Home Energy Rating System)

- Used in Mass Energy Code since 2006
- Lower is better



# Stow Green Advisory Committee

## Comparing Codes for Residential Construction

- Both new codes require new homes to be much more energy efficient.
- Specialized Code encourages all-electric new construction.
  - For all-electric construction, Specialized Code is the **same** as Updated Code
  - With fossil fuels, Specialized Code includes **added requirements**<sup>2</sup>
    - Solar
    - Wiring for future conversion to all-electric

Energy Code	Fossil Fuel	All-Electric
<b>Current Code</b>	HERS 55	HERS 60
<b>Updated Code</b>	HERS 42 or Passive House <sup>1</sup>	HERS 45 or Passive House <sup>1</sup>
<b>Specialized Code</b>	HERS 42 or Passive House <sup>1</sup> plus <sup>2</sup> <ul style="list-style-type: none"> <li>• Solar PV</li> <li>• Wiring for conversion to all-electric</li> </ul>	HERS 45 or Passive House <sup>1</sup>

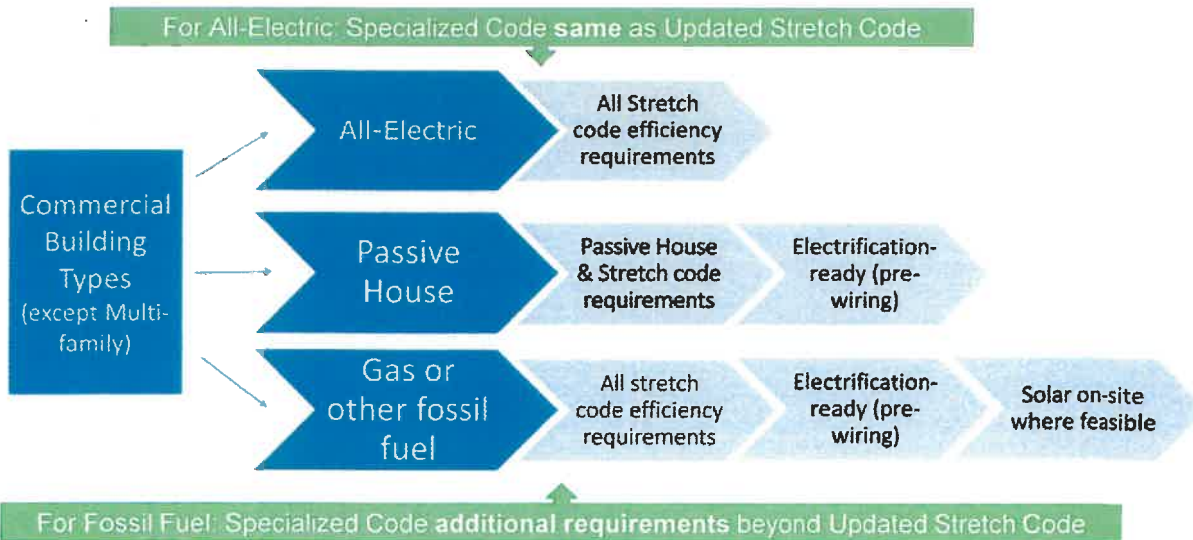
1 Passive House is an alternative building energy standard that results in ultra-low energy use.

2
 

- Additional requirements apply to new homes and not alterations.
- Solar not required for Passive House or if shaded.
- Homes over 4,000 sq ft must be all-electric or zero energy

# Stow Green Advisory Committee

## Comparing Codes for Commercial Construction



## Stow Green Advisory Committee

### **Construction costs for all-electric buildings are comparable to or lower than for fossil fuels<sup>1</sup>**

- Heat pump replaces central A/C and furnace
- Building envelope requirements tighter for fossil fuels
- Added requirements for solar and pre-wiring for conversion to all-electric when using fossil fuels
- Financial incentives for building all-electric
  - From Hudson Light & Power for residential construction
  - From Green Communities for municipal construction

1. DOER Summary of Stretch Code Study Energy Efficiency Analysis: <https://www.mass.gov/doc/summary-of-stretch-code-study-energy-efficiency-analysis-feb-2022/download>

9

9

## Stow Green Advisory Committee

### **Stow is well positioned to adopt the Specialized Code with:**

- One of the lowest electric rates in the state
- Some of the cleanest electricity in the state

### **Compared to gas/oil fueled homes, new all-electric buildings in Stow will have:**

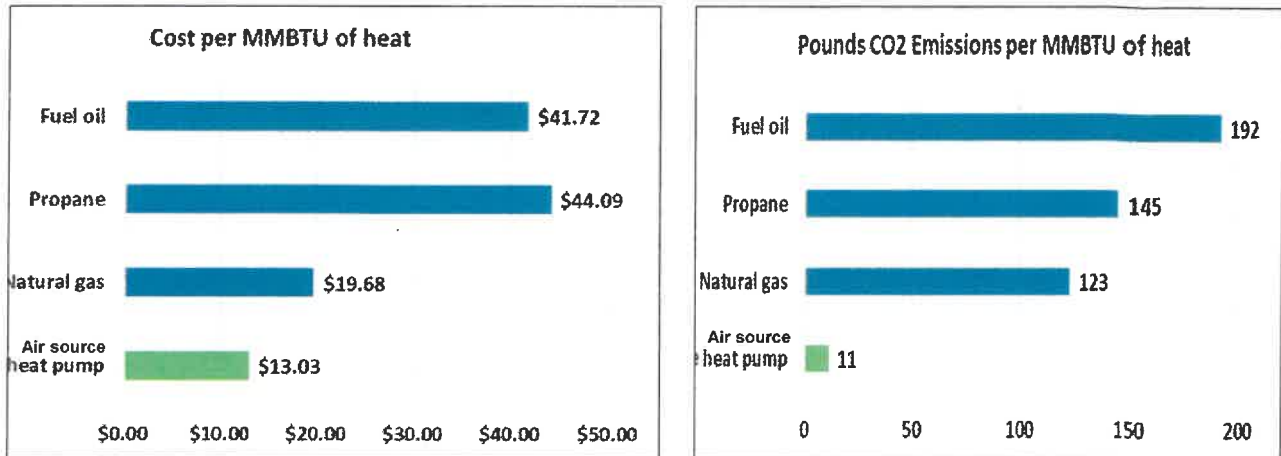
- Lower heat and hot water bills
- Lower greenhouse gas emissions
- Cleaner building environment

10

10

## Stow Green Advisory Committee

### Operating Cost and Greenhouse Gas Comparison



Costs: fuel oil - \$5/gallon, propane - \$4/gallon, gas - \$1.87/therm, electricity - \$0.12/kWh  
 Efficiencies: fuel oil – 85%, propane – 95%, gas – 95%, air-source heat pump – 270%

11

11

## Stow Green Advisory Committee

### Green Communities Climate Leader:

- Planned introduction in 2023<sup>1</sup>
- Requires community to adopt the Specialized Code
  - Additional requirements being finalized
- Qualifies community for additional incentives and grants
  - Beyond those currently available to a Green Community.

1. <https://www.mass.gov/doc/climate-leaders-program-framework/download>

12

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## Stow Green Advisory Committee

Thank you

We are asking for your support for the adoption of  
the Specialized Building Energy Code at Spring  
Town Meeting

13

# Joint Board Meeting with the Planning Board

- Meet with Green International
  - Design alternatives at Hudson/Great Road intersection
- Comprehensive Plan timeline and responsibilities
- Town Meeting warrant articles/ general workplan priorities



## GREEN INTERNATIONAL AFFILIATES, INC.

100 AMES POND DRIVE, SUITE 200 TEWKSBURY, MA 01876

T: (978) 923-0400 | F: (978) 399-0033 | WWW.GREENINTL.COM

### MEMORANDUM

**To:** Valerie Oorthuys, Planning Director  
**Cc:** Malcolm Ragan, Assistant Planner  
**From:** Thomas Bigelow, P.E.; Green International Affiliates, Inc. (Green)  
**Date:** October 28, 2022  
**Project Name:** Great Road (Route 117) & Hudson Road Intersection Improvements  
**Project Number:** Green Project No. 22094  
**Subject:** Great Road & Hudson Road Intersection Improvements – Design Basis Memorandum

The subject project is located at the intersection of Great Road (Route 117) and Hudson Road in the Town of Stow. The proposed improvements include the installation of a new traffic signal system, pavement milling and overlay, roadway box-widening in select areas and pedestrian improvements. The project limits are anticipated to extend 800-feet along Great Road (400-feet either side of the intersection) and 400 feet along Hudson Road. Great Road (Route 117) is a principal arterial roadway that runs west-to-east and connects the Town of Stow to Interstate 495. Hudson Road is an urban collector roadway that serves mainly residential properties to the south of Great Road. Signalization of the intersection is proposed due to existing capacity and safety concerns at the intersection and to accommodate vehicular trips from new residential developments proposed off Hudson Road.

We have prepared this memorandum to accompany a conceptual design that has been prepared in accordance with MassDOT design standards and in accordance with the traffic analysis performed by Green for this intersection. Green has developed a recommended alternative design as well as two additional alternative designs for the Town's review.

The following design references have been used in preparing the design:

#### State

- MassDOT 2006 Project Development & Design Guide (PDDG)
- MassDOT Massachusetts Amendments to the 2009 Manual on Uniform Traffic Control Devices and the Standard Municipal Traffic Code
- MassDOT 2017 Construction Standard Details
- MassDOT Notes on Walks and Wheelchair Ramps for Designers and Construction Engineers (3/2012)
- MassDOT 1990 Standard Drawings for Signs and Supports
- MassDOT 1968 Standard Drawings for Traffic Signals and Highway Lighting
- Massachusetts Architectural Access Board Regulations

#### National Standards

- 2018 AASHTO A Policy on Geometric Design of Highways and Streets (7<sup>th</sup> Edition)
- 2011 AASHTO Roadside Design Guide
- 2010 Highway Capacity Manual
- 2009 Manual On Uniform Traffic Control Devices (MUTCD)
- ADA Accessibility Guidelines for Buildings and Facilities (ADAAG)
- Public Rights of Way Accessibility Guidelines (PROWAG)
- Traffic Engineering Handbook

- Public Rights of Way Accessibility Guidelines (PROWAG)
- Traffic Engineering Handbook

### Design Vehicle

Great Road is classified as an arterial roadway and Hudson Road is classified as a collector roadway. Per the MassDOT PDDG, roadways with these functional classifications should accommodate a WB-50 tractor trailer unit. The proposed geometry in the conceptual designs was developed to accommodate a WB-50 design vehicle and the Town of Stow's fire apparatus for all turning movements between Hudson Road and Great Road. A WB-50 vehicle can be accommodated for all turning movements without encroaching into lanes of opposite travel. Larger vehicles, such as a WB-67, can navigate the intersection; however, some encroachment is anticipated. This is considered acceptable as it matches the existing condition and larger design vehicles are not commonly present at the intersection.

### Roadway Design

A roadway cross section for all alternatives was determined in accordance with the MassDOT PDDG. Under existing conditions, Great Road's cross section includes 12-foot to 13-foot travel lanes, and 1-foot to 2-foot shoulders. Hudson Road has 11-foot travel lanes and 4-foot shoulders. In the preferred alternative (Alternative 3), the proposed cross section includes 11-foot lanes and 4-foot shoulders for both roadways to allow for bicycle use of the shoulder. In Alternative 1 and 2 discussed below, 11-foot travel lanes and 2-foot shoulders were used on Great Road to accommodate a left turn lane and to limit impacts. Eleven (11) foot travel lanes and 4-foot shoulders were used on Hudson Road. For all alternatives, sidewalks are proposed on the south side of Great Road, both east and west of the intersection, and extend down Hudson Road on both sides of the roadway. The sidewalk on the west side of Hudson Road will terminate at the existing mid-block crossing location. The sidewalk on the east side of Hudson Road will terminate at the entrance to the Buscemi Holdings, LLC property. All proposed sidewalks will have a width of 5-feet and will have a grass buffer with a minimum width of 3-feet.

Impacts to utilities, right-of-way, pedestrian facilities, environmental resource areas, and traffic operations were evaluated for each alternative. Each alternative proposes to maintain the "country" drainage that is present under existing conditions, to reconstruct the driveway aprons within the project limits, and to provide ADA compliant pedestrian curb ramps at all crossing locations. Alternatives 1 and 2 propose to provide a left turn lane for Great Road westbound traffic for movements onto Hudson Road. However, the addition of a left turn lane on Great Road proved to be unwarranted based on the traffic analysis and these alternatives proved to be infeasible for reasons discussed below. Alternative 3, which is Green's recommended alternative design, does not provide a left turn lane on Great Road westbound and proposes to implement a right turn lane on Hudson Road. Below is a summary of each alternative and the design standards used in developing the designs.

#### **Alternative 1**

Alternative 1 proposes a left turn lane on Great Road (Route 117) westbound. Due to the intersection's proximity to the bridge, the largest turn pocket than can be developed is 25-feet long, which is enough storage for 1 vehicle. Due to the required taper length of 240-feet to develop the turn lane per MassDOT design guidance, Hudson Road will need to be realigned to the west to create adequate distance between the intersection and the bridge in order to minimize impacts to the bridge. The realignment of Hudson Road requires full depth reconstruction. This alternative will result in pavement marking modifications across the bridge and will also require modifications to the bridge in the form of roadway widening on the south side.

This alternative proves to be infeasible due to the impacts required on the bridge as well as the full depth reconstruction required on Hudson Road as a result of the realignment. Also as a result of the realignment, the proposed sidewalk on the west side of Hudson Road will need to be constructed outside of the right-of-way heading south to the existing mid-block crossing and will directly impact a 36" tree and a 24" tree. Utility poles on Great Road are not impacted in this design. A location to treat stormwater from the additional impervious area will need to be identified.

### ***Alternative 2***

Alternative 2, similar to Alternative 1, proposes a left turn lane on Great Road westbound. However, this alternative proposes to widen Great Road by 4-feet to the north to reduce the required taper length to develop the left turn lane. Due to the intersection's proximity to the bridge, the largest turn pocket than can be developed is 25-feet long, which is enough storage for 1 vehicle. Due to the required taper length of 120-feet to develop the turn lane per MassDOT design guidance, Hudson Road will need to be realigned to the west to create adequate distance between the intersection and the bridge in order to minimize impacts at the bridge. This alternative will result in pavement marking modifications across the bridge but will not require any modifications to the bridge itself as seen in Alternative 1. The bridge is within MassDOT Jurisdiction; therefore, the new pavement markings will require a MassDOT Access Permit. The guardrail on the north side of Great Road (Route 117) will need to be reset and modifications may be needed to the bridge rail transition section of the guardrail. This alternative proves to be infeasible due to the striping modifications required on the bridge, the impacts to the bridge rail transition, the utility pole relocations due to the widening required to the north on Great Road and the full depth reconstruction on Hudson Road. Additionally, the proposed sidewalk on the west side of Hudson Road will need to be constructed outside of the right-of-way heading south to the existing mid-block crossing and will directly impact a 36" tree and a 24" tree. A location to treat stormwater from the additional impervious area will need to be identified.

### ***Alternative 3***

Alternative 3, Green's recommended design, proposes one travel lane in each direction on Great Road with no westbound turn lane. Based on our traffic analysis, a lead green phase for westbound traffic will provide left turning vehicles an opportunity to complete their turn movement while resulting in an acceptable Level of Service (LOS). A LOS table for this alternative has been provided in Tables 1 and 2. The existing roadway alignments and crown lines for both Great Road and Hudson Road will be retained, and the pavement will be milled and overlaid within the project limits. Approximately 90-feet of box widening in the eastbound lane of Great Road west of the intersection will be required in order to fully accommodate 11-foot lanes and 4-foot shoulders. Minor box widening will also be required around the radii of both the intersection corners between Hudson Road and Great Road to provide adequate pavement width for WB-50 turning vehicles. The existing edge of pavement on the north side of Great Road will be retained and as a result, the existing guardrail and utility poles will be retained as well. This alternative proposes a right turn lane with 50-feet of storage on Hudson Road to fully utilize the existing pavement width. This right turn lane could be eliminated during the Final Design stage. Eliminating the right turn lane will not have detrimental effects to the final condition LOS and will reduce the length of the pedestrian crossing. No utility impacts are anticipated on Hudson Road as a result of the implementation of the right turn lane. A proposed sidewalk can be accommodated on the west side of Hudson Road with minimal permanent right-of-way impacts. The sidewalk extension does result in a 1550 SF increase in impervious area compared to the existing condition. This increase is may be found to be negligible and is significantly smaller impervious area increase when compared to the other alternatives. Treatment and detention for the additional impervious may not be

required by the Conservation Commission if the additional impervious does not increase peak rates at the outfall to Elizabeth Brook.

**Traffic Signal Design**

The proposed traffic signal design includes constructing one traffic signal at the Great Road (Route 117)/ Hudson Road intersection. The proposed traffic signal will be coordinated with the existing traffic signal located at Great Road (Route 117) at Harvest Drive.

**Operational Analysis**

To reflect the new operations, the signal phasing sequence and timings were adjusted to optimize traffic signal operations and traffic flow through the signalized system. The preferred alternative proposes a lead phase for the westbound direction to allow some left-turning vehicles to complete their turns before eastbound traffic is released. Updated Level of Service (LOS) analyses were completed for the proposed traffic signal system. The results of the LOS analyses are shown in Tables 1 and 2 below. The LOS analyses reports are attached to this memo.

*Table 1 – Summary of Level of Service Analysis – AM Peak Hour*

	2020 Existing Conditions					2029 No-Build Conditions					2029 Build Conditions				
	Delay (S)	LOS	V/C	50th Q (FT)	95th Q (FT)	Delay (S)	LOS	V/C	50th Q (FT)	95th Q (FT)	Delay (S)	LOS	V/C	50th Q (FT)	95th Q (FT)
<b>AM Peak Hour</b>															
<b>Great Road (Route 117) at Hudson Road</b>															
Great Road EB T	0.0	A	0.00	-	0	0.0	A	0.00	-	0	10.5	B	0.56	112	216
Great Road EB R															
Great Road WB L	9.2	A	0.119	-	10	9.3	A	0.14	-	13	4.7	A	0.46	36	78
Great Road WB T															
Hudson Road NB L	29.6	D	0.674	-	120	43.0	E	0.809	-	180	26.3	C	0.28	21	49
Hudson Road NB R											1.8	A	0.25	0	26
<i>Overall Intersection</i>	-	-	-	-	-	-	-	-	-	-	7.8	A	-	-	-
<b>Abbreviations:</b>						<b>Notes:</b>									
EB = Eastbound	L = Left	S = Seconds	Delay = Average delay per vehicle (measured in seconds)												
WB = Westbound	T = Through	FT = Feet	50th Q = 50th percentile queue length, assumes 25 feet per vehicle												
NB = Northbound	R = Right	LOS = Level of Service	95th Q = 95th percentile queue length, assumes 25 feet per vehicle												
SB = Southbound	=	v/c = Volume-to-Capacity Ratio													

*Table 2 – Summary of Level of Service Analysis – PM Peak Hour*

	2020 Existing Conditions					2029 No-Build Conditions					2029 Build Conditions				
	Delay (S)	LOS	V/C	50th Q (FT)	95th Q (FT)	Delay (S)	LOS	V/C	50th Q (FT)	95th Q (FT)	Delay (S)	LOS	V/C	50th Q (FT)	95th Q (FT)
<b>PM Peak Hour</b>															
<b>Great Road (Route 117) at Hudson Road</b>															
Great Road EB T	0.0	A	0.00	-	0	0.0	A	0.00	-	0	6.5	A	0.35	73	135
Great Road EB R															
Great Road WB L	9.0	A	0.24	-	25	9.5	A	0.29	-	30	32.1	C	1	134	503
Great Road WB T															
Hudson Road NB L	78.6	F	0.90	-	193	245.7	F	1.28	-	380	38.0	D	0.4	33	69
Hudson Road NB R											1.3				
<i>Overall Intersection</i>	-	-	-	-	-	-	-	-	-	-	21.8	C	-	-	-
<b>Abbreviations:</b>								<b>Notes:</b>							
EB = Eastbound    L = Left      S = Seconds								Delay = Average delay per vehicle (measured in seconds)							
WB                    = T =								50th Q = 50th percentile queue length, assumes 25 feet per vehicle							
Westbound        Through								95th Q = 95th percentile queue length, assumes 25 feet per vehicle							
NB                    = R = Right    LOS = Level of Service															
Northbound															
SB =								v/c = Volume-to-Capacity Ratio							
Southbound															

The intersection capacity analyses indicate the following:

- A proposed traffic signal is expected to improve the LOS, delay, and queue on the northbound approach for both the weekday morning and afternoon peak hours.
- A proposed traffic signal is expected to increase the LOS, delay, and queue at the eastbound and westbound approach since vehicles traveling along Great Road would be required to stop during the Hudson Road phase. These approaches are expected to operate at LOS 'C' or better for both the weekday morning and afternoon peak hours, which is generally considered an acceptable LOS for traffic signals.
- With the installation of a proposed traffic signal, the weekday morning peak hour LOS for the intersection is expected to be an 'A' and the weekday afternoon peak hour LOS for the intersection is expected to be a 'C.'

**Traffic Signal Equipment**

The proposed traffic signal layout includes a dual mast arm for all approaches as well as a supplemental 10-foot traffic signal post for the northbound approach. Pedestrian signal heads with associated APS equipment are proposed for the crosswalk on the northbound approach. An advanced transportation controller (ATC) and cabinet are proposed to facilitate traffic signal operations. GPS synchronization devices are included at both the proposed traffic signal at Hudson Road and the existing traffic signal at Harvest Drive for coordination. A new controller may be required at the Harvest Drive intersection if it is determined that the existing controller is not capable of supporting a GPS device.

### Sidewalk Extension

We evaluated the feasibility of extending the existing sidewalk along the west side of Hudson Road. The sidewalk extension would extend approximately 320-feet along Hudson Road and would terminate at the existing mid-block crossing in front of the Stow Villages property. In Alternative 3, a 5-foot sidewalk with a 3-foot grass buffer can be accommodated within the existing right of way, except at the corner of Great Road and Hudson Road. Due to the expanded pavement area required to accommodate a WB-50 vehicle, the proposed sidewalk will require approximately 35 SF of permanent rights on the Koop Realty, LLC property at 636 Great Road. Temporary rights will be required on both the Koop Realty, LLC property and the Stow Villages, LLC property for the purposes of construction. The proposed sidewalk will require the removal of two shrubs which are currently within the right-of-way. It may also require the removal of a 24-inch diameter tree, which is currently outside of the right-of-way and a 36-inch diameter tree which is currently inside the right-of-way. These trees are outside of the proposed sidewalk area, however, the excavation required for the sidewalk installation may damage the root systems of these trees thus potentially requiring complete removal of the tree itself. We do not anticipate the removal of these trees to trigger MEPA review or other state or local permits. No utility impacts are anticipated; however, there will be a conflict with the proposed sidewalk and an existing catch basin within the driveway of the Kopp Realty, LLC property. We reviewed an alternative sidewalk configuration at this location to avoid the catch basin (See Alternative 3, Figure 2). We determined that the alternative design will require a permanent taking on the Koop Realty, LLC property. We recommend proceeding with this alternative design if the costs associated with the permanent taking are minimal. If costs to acquire the rights are excessive, it will be more feasible to relocate this drainage structure out of the pedestrian path. The existing sidewalk on the east side of Hudson Road will be replaced to follow the new roadway geometry and will terminate at the bridge and at the Buscemi Holdings, LLC property on Hudson Road. This sidewalk is currently outside of the existing right-of-way and will require both permanent and temporary rights to construct. No existing easement for this sidewalk was found in the property research we conducted at the Registry of Deeds. The existing sidewalk on the south side of Great Road west of the intersection will be retained and replaced in-kind if impacted by construction. No permanent or temporary easements are anticipated west of the intersection.

### Commercial Driveway Access Control

We have evaluated the feasibility of combining the driveway openings on the Leontine, LLC property and the Buscemi Holdings, LLC property on Hudson Road. Based on the site evaluation for the Town's preferred location of this driveway, a combined driveway will be a costly addition to the project. A combined driveway at this location will require ledge removal and extensive grading between the two properties. Impacts to the existing retaining wall between the two properties are anticipated. Impacts to the existing guy wire and light pole on the Leontine, LLC property are anticipated. Coordination with Hudson Light and Power will be required. An alternative driveway reconfiguration is presented in Alternative 3, Figure 1 that proposes to close off the liquor store driveway entrance closest to the gas station. This will provide separation between the two properties and will improve operations within the Buscemi Holdings, LLC property parking lot. Costs associated with the closing of this driveway will be minimal and impacts will be minimal in comparison to combining the two driveways.



### Recommendation and Cost Estimate

We recommend the Town proceed with the design presented in Alternative 3. This design presents the lowest overall project cost and the fewest impacts to existing utilities, infrastructure, right-of-way, environmental resource areas and traffic operations. It achieves the project goal of installing a signalized intersection while providing a Level of Service of C for operations at the intersection.

We have prepared a preliminary itemized cost estimate for all anticipated items. The pay items utilize the MassDOT Standard Nomenclature for pay items and Standard Specifications for measurement and payment. The unit prices are based on MassDOT's weighted average unit bid prices for the prior 6 months. A contingency of 30% has been added to the estimated cost which is commensurate with this design stage. The total estimated cost of this project is \$750,000.00.

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## **LEVEL OF SERVICE ANALYSIS REPORTS**

HCM 6th TWSC  
 10: Hudson Road & Great Road (Route 117)

2022 Existing - AM

10/05/2022

Intersection

Int Delay, s/veh 7.5

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↔			↔	↔	
Traffic Vol, veh/h	464	66	110	253	42	198
Future Vol, veh/h	464	66	110	253	42	198
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	89	89	94	94	85	85
Heavy Vehicles, %	6	5	2	7	5	2
Mvmt Flow	521	74	117	269	49	233

Major/Minor	Major1	Major2	Minor1	Minor2	Minor3
Conflicting Flow All	0	0	595	0	1061
Stage 1	-	-	-	-	558
Stage 2	-	-	-	-	503
Critical Hdwy	-	-	4.12	-	6.45
Critical Hdwy Stg 1	-	-	-	-	5.45
Critical Hdwy Stg 2	-	-	-	-	5.45
Follow-up Hdwy	-	-	2.218	-	3.545
Pot Cap-1 Maneuver	-	-	981	-	245
Stage 1	-	-	-	-	567
Stage 2	-	-	-	-	601
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	981	-	211
Mov Cap-2 Maneuver	-	-	-	-	211
Stage 1	-	-	-	-	567
Stage 2	-	-	-	-	517

Approach	EB	WB	NB
HCM Control Delay, s	0	2.8	29.6
HCM LOS			D

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	419	-	-	981	-
HCM Lane V/C Ratio	0.674	-	-	0.119	-
HCM Control Delay (s)	29.6	-	-	9.2	0
HCM Lane LOS	D	-	-	A	A
HCM 95th %tile Q(veh)	4.8	-	-	0.4	-

HCM 6th TWSC  
 10: Hudson Road & Great Road (Route 117)

2022 Existing - PM  
 10/05/2022

Intersection

Int Delay, s/veh 13.4

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↔		↔		↔	
Traffic Vol, veh/h	309	61	258	529	53	150
Future Vol, veh/h	309	61	258	529	53	150
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	90	90	93	93
Heavy Vehicles, %	1	2	1	1	0	0
Mvmt Flow	322	64	287	588	57	161

Major/Minor	Major1	Major2	Minor1	Minor2	Minor3
Conflicting Flow All	0	0	386	0	1516
Stage 1	-	-	-	-	354
Stage 2	-	-	-	-	1162
Critical Hdwy	-	-	4.11	-	6.4
Critical Hdwy Stg 1	-	-	-	-	5.4
Critical Hdwy Stg 2	-	-	-	-	5.4
Follow-up Hdwy	-	-	2.209	-	3.5
Pot Cap-1 Maneuver	-	-	1178	-	133
Stage 1	-	-	-	-	715
Stage 2	-	-	-	-	300
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1178	-	85
Mov Cap-2 Maneuver	-	-	-	-	85
Stage 1	-	-	-	-	715
Stage 2	-	-	-	-	191

Approach	EB	WB	NB
HCM Control Delay, s	0	3	78.6
HCM LOS			F

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	242	-	-	1178	-
HCM Lane V/C Ratio	0.902	-	-	0.243	-
HCM Control Delay (s)	78.6	-	-	9	0
HCM Lane LOS	F	-	-	A	A
HCM 95th %tile Q(veh)	7.7	-	-	1	-

HCM 6th TWSC  
 10: Hudson Road & Great Road (Route 117)

2029 No Build - AM  
 10/05/2022

Intersection						
Int Delay, s/veh	11.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↔		↔		↔	
Traffic Vol, veh/h	475	74	126	259	58	236
Future Vol, veh/h	475	74	126	259	58	236
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	516	80	137	282	63	257

Major/Minor	Major1	Major2	Minor1	Minor2	Minor3
Conflicting Flow All	0	0	596	0	1112
Stage 1	-	-	-	-	556
Stage 2	-	-	-	-	556
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	980	-	231
Stage 1	-	-	-	-	574
Stage 2	-	-	-	-	574
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	980	-	193
Mov Cap-2 Maneuver	-	-	-	-	193
Stage 1	-	-	-	-	574
Stage 2	-	-	-	-	479

Approach	EB	WB	NB
HCM Control Delay, s	0	3	43
HCM LOS			E

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	395	-	-	980	-
HCM Lane V/C Ratio	0.809	-	-	0.14	-
HCM Control Delay (s)	43	-	-	9.3	0
HCM Lane LOS	E	-	-	A	A
HCM 95th %tile Q(veh)	7.2	-	-	0.5	-

HCM 6th TWSC  
 10: Hudson Road & Great Road (Route 117)

2029 No Build - PM  
 10/05/2022

Intersection						
Int Delay, s/veh	41.7					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↗			↖	↘	↙
Traffic Vol, veh/h	317	80	300	542	64	175
Future Vol, veh/h	317	80	300	542	64	175
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	345	87	326	589	70	190

Major/Minor	Major1	Major2	Minor1	Minor2	Minor3
Conflicting Flow All	0	0	432	0	1630 389
Stage 1	-	-	-	-	389 -
Stage 2	-	-	-	-	1241 -
Critical Hdwy	-	-	4.12	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.218	-	3.518 3.318
Pot Cap-1 Maneuver	-	-	1128	-	112 659
Stage 1	-	-	-	-	685 -
Stage 2	-	-	-	-	273 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1128	-	~ 64 659
Mov Cap-2 Maneuver	-	-	-	-	~ 64 -
Stage 1	-	-	-	-	685 -
Stage 2	-	-	-	-	156 -

Approach	EB	WB	NB
HCM Control Delay, s	0	3.4	245.7
HCM LOS			F

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	189	-	-	1128	-
HCM Lane V/C Ratio	1.375	-	-	0.289	-
HCM Control Delay (s)	245.7	-	-	9.5	0
HCM Lane LOS	F	-	-	A	A
HCM 95th %tile Q(veh)	15.2	-	-	1.2	-

Notes  
 ~: Volume exceeds capacity    \$: Delay exceeds 300s    +: Computation Not Defined    \*: All major volume in platoon

Lanes, Volumes, Timings  
 10: Hudson Road & Great Road (Route 117)

2029 Build - AM  
 10/05/2022

	→	↘	↙	←	↖	↗
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↔			↔	↖	↗
Traffic Volume (vph)	475	74	126	259	58	236
Future Volume (vph)	475	74	126	259	58	236
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%			0%	0%	
Storage Length (ft)		0	100		0	50
Storage Lanes		0	0		1	1
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor						
Fr <sub>t</sub>	0.982					0.850
Fit Protected				0.984	0.950	
Satd. Flow (prot)	1829	0	0	1833	1770	1583
Fit Permitted				0.620	0.950	
Satd. Flow (perm)	1829	0	0	1155	1770	1583
Right Turn on Red		Yes				Yes
Satd. Flow (RTOR)	17					257
Link Speed (mph)	30			30	30	
Link Distance (ft)	681			225	380	
Travel Time (s)	15.5			5.1	8.6	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Adj. Flow (vph)	516	80	137	282	63	257
Shared Lane Traffic (%)						
Lane Group Flow (vph)	596	0	0	419	63	257
Turn Type	NA		pm+pt	NA	Prot	Perm
Protected Phases	2		1	6	4	
Permitted Phases			6			2
Total Split (s)	32.0		8.0	40.0	20.0	32.0
Total Lost Time (s)	4.0			4.0	4.0	4.0
Act Effct Green (s)	34.9			44.4	7.6	34.9
Actuated g/C Ratio	0.58			0.74	0.13	0.58
v/c Ratio	0.56			0.46	0.28	0.25
Control Delay	10.5			4.7	26.3	1.8
Queue Delay	0.0			0.0	0.0	0.0
Total Delay	10.5			4.7	26.3	1.8
LOS	B			A	C	A
Approach Delay	10.5			4.7	6.6	
Approach LOS	B			A	A	
Queue Length 50th (ft)	112			36	21	0
Queue Length 95th (ft)	216			78	49	26
Internal Link Dist (ft)	601			145	300	





Lanes, Volumes, Timings  
 10: Hudson Road & Great Road (Route 117)

2029 Build - PM  
 10/05/2022

	→	↘	↙	←	↖	↗
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↔			↔	↔	↔
Traffic Volume (vph)	317	80	300	542	64	175
Future Volume (vph)	317	80	300	542	64	175
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%			0%	0%	
Storage Length (ft)		0	100		0	50
Storage Lanes		0	0		1	1
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor						
Fr <sub>t</sub>	0.973					0.850
Fit Protected				0.982	0.950	
Satd. Flow (prot)	1812	0	0	1829	1770	1583
Fit Permitted				0.609	0.950	
Satd. Flow (perm)	1812	0	0	1134	1770	1583
Right Turn on Red		Yes				Yes
Satd. Flow (RTOR)	28					190
Link Speed (mph)	30			30	30	
Link Distance (ft)	681			225	380	
Travel Time (s)	15.5			5.1	8.6	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Adj. Flow (vph)	345	87	326	589	70	190
Shared Lane Traffic (%)						
Lane Group Flow (vph)	432	0	0	915	70	190
Turn Type	NA		pm+pt	NA	Prot	Perm
Protected Phases	2		1	6	4	
Permitted Phases			6			2
Total Split (s)	52.0		8.0	60.0	20.0	52.0
Total Lost Time (s)	4.0			4.0	4.0	4.0
Act Effct Green (s)	54.0			63.5	8.5	54.0
Actuated g/C Ratio	0.68			0.79	0.11	0.68
v/c Ratio	0.35			0.97	0.37	0.17
Control Delay	6.5			32.1	38.0	1.3
Queue Delay	0.0			0.0	0.0	0.0
Total Delay	6.5			32.1	38.0	1.3
LOS	A			C	D	A
Approach Delay	6.5			32.1	11.2	
Approach LOS	A			C	B	
Queue Length 50th (ft)	73			134	33	0
Queue Length 95th (ft)	135			#503	69	21
Internal Link Dist (ft)	601			145	300	

Lanes, Volumes, Timings  
 10: Hudson Road & Great Road (Route 117)

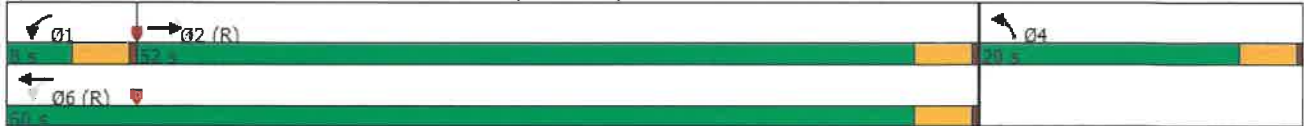
10/05/2022

	→	↘	↙	←	↖	↗
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Turn Bay Length (ft)						50
Base Capacity (vph)	1231			947	354	1129
Starvation Cap Reductn	0			0	0	0
Spillback Cap Reductn	0			0	0	0
Storage Cap Reductn	0			0	0	0
Reduced v/c Ratio	0.35			0.97	0.20	0.17

Intersection Summary

Area Type: Other  
 Cycle Length: 80  
 Actuated Cycle Length: 80  
 Offset: 0 (0%), Referenced to phase 2:EBT and 6:WBTL, Start of Green  
 Control Type: Actuated-Coordinated  
 Maximum v/c Ratio: 0.97  
 Intersection Signal Delay: 21.8  
 Intersection LOS: C  
 Intersection Capacity Utilization 80.2%  
 ICU Level of Service D  
 Analysis Period (min) 15  
 # 95th percentile volume exceeds capacity, queue may be longer.  
 Queue shown is maximum after two cycles.

Splits and Phases: 10: Hudson Road & Great Road (Route 117)



## **ALTERNATIVE 1**

N/F  
LEE D. HERON AND  
DIANA L. MCKENNA  
BOOK 68717 PAGE 327  
PARCEL ID 9-3  
615 GREAT ROAD

N/F  
LIONS CLUB OF STOW  
BOOK 13525 PAGE 286  
PARCEL ID 9-2  
0 GREAT ROAD

MW /4FTHEIGHT

PROP 2-FOOT SHOULDERS (TYP)  
PROP 11-TRAVEL LANES (TYP)

PROP MILL AND  
OVERLAY (TYP)

PROP STRIPING  
ON BRIDGE

LIMIT OF WORK

LOCATION LINE OF 1950 COUNTY RELOCATION

**GREAT ROAD (ROUTE 117)**  
(PUBLIC-80' WIDE)

PROP BITUMINOUS CONCRETE  
SIDEWALK (TYP)

REMOVE TREE

LOCATION LINE OF 1950 COUNTY RELOCATION

PROP LEFT  
TURN LANE

LOCATION LINE OF 1952  
SHLO NO. 3999

PROP REALIGNMENT  
OF HUDSON ROAD

INCREASED RIGHT OF WAY IMPACTS  
FOR PROP SIDEWALK

PROP FULL DEPTH RECONSTRUCTION  
HUDSON ROAD

REMOVE TREE

3-FOOT GRASS STRIP (TYP)

5-FOOT SIDEWALK

N/F  
KOOP REALTY, LLC  
BOOK 71924 PAGE 358  
PARCEL ID 10-54  
639 GREAT ROAD

5-FOOT SHOULDERS

LIMIT OF WORK

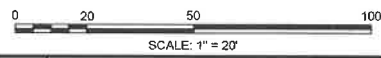
LOCATION LINE OF 1955 COUNTY LAYOUT

**HUDSON ROAD**  
(PUBLIC-50' WIDE)



LOCATION LINE OF 1955 COUNTY LAYOUT

N/F  
LEONTINE, LLC  
BOOK 60534 PAGE 307  
PARCEL ID 10-41  
526 GREAT ROAD

ELIZABETH BROOK



NO.	DATE	REVISIONS

PROJECT:	<b>STOW GREAT ROAD/ HUDSON ROAD</b>	
DESIGN SUBMISSION:	<b>CONCEPTUAL PLAN</b>	
DRAWING TITLE:	<b>ALTERNATIVE 1</b>	
PREPARED FOR:	 <b>TOWN OF STOW PLANNING DEPARTMENT</b> 380 GREAT ROAD STOW, MA 01775	
PREPARED BY:	 <b>GREEN INTERNATIONAL AFFILIATES, INC.</b> TRANSPORTATION   STRUCTURAL   WATER RESOURCES   CIVIL/SITE 100 AMES POND DRIVE, SUITE 200, TEWKSBURY, MA 01976 978.923.0402   www.greenintl.com	
SCALE: AS NOTED	DESIGNED BY: SS	SHEET NO. <b>1</b> OF <b>1</b>
DATE: 8/02/2022	DRAWN BY: AJ	
PROJECT NO. 22094	CHECKED BY: TB	

## **ALTERNATIVE 2**

DRK

N/F  
LEE D. HERON AND  
DIANA L. MCKENNA  
BOOK 66717 PAGE 327  
PARCEL ID 9-3  
615 GREAT ROAD

N/F  
LIONS CLUB OF STOW  
BOOK 13525 PAGE 286  
PARCEL ID 9-2  
6 GREAT ROAD

N/F  
LEDITIME, LLC  
BOOK 60334 PAGE 307  
PARCEL ID 10-41  
626 GREAT ROAD

N/F  
KOOP REALTY, LLC  
BOOK 71924 PAGE 358  
PARCEL ID 10-64  
635 GREAT ROAD

PROP 2-FOOT SHOULDERS (TYP)  
PROP 11-TRAVEL LANES (TYP)

PROP 4-FOOT WIDENING  
TO THE NORTH

PROP MILL AND  
OVERLAY (TYP)

CONFLICT WITH UTILITY POLE

LIMIT OF WORK

PROP STRIPING  
ON BRIDGE

**GREAT ROAD (ROUTE 117)**  
(PUBLIC-60' WIDE)

LOCATION LINE OF 1950 COUNTY RELOCATION

LOCATION LINE OF 1950 COUNTY RELOCATION

LOCATION LINE OF 1952  
SHLO NO. 3999

PROP BITUMINOUS CONCRETE  
SIDEWALK (TYP)

REMOVE TREE

PROP LEFT  
TURN LANE

PROP REALIGNMENT  
OF HUDSON ROAD

INCREASED RIGHT OF WAY IMPACTS  
FOR PROP SIDEWALK

REMOVE TREE

3-FOOT GRASS STRIP (TYP)

PROP FULL DEPTH RECONSTRUCTION  
HUDSON ROAD

5-FOOT SIDEWALK

5-FOOT SHOULDERS

LIMIT OF WORK

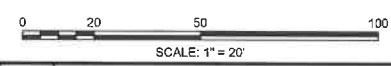
LOCATION LINE OF 1945 COUNTY LAYOUT

**HUDSON ROAD**  
(PUBLIC-60' WIDE)



LOCATION LINE OF 1955 COUNTY LAYOUT

ELIZABETH BROOK

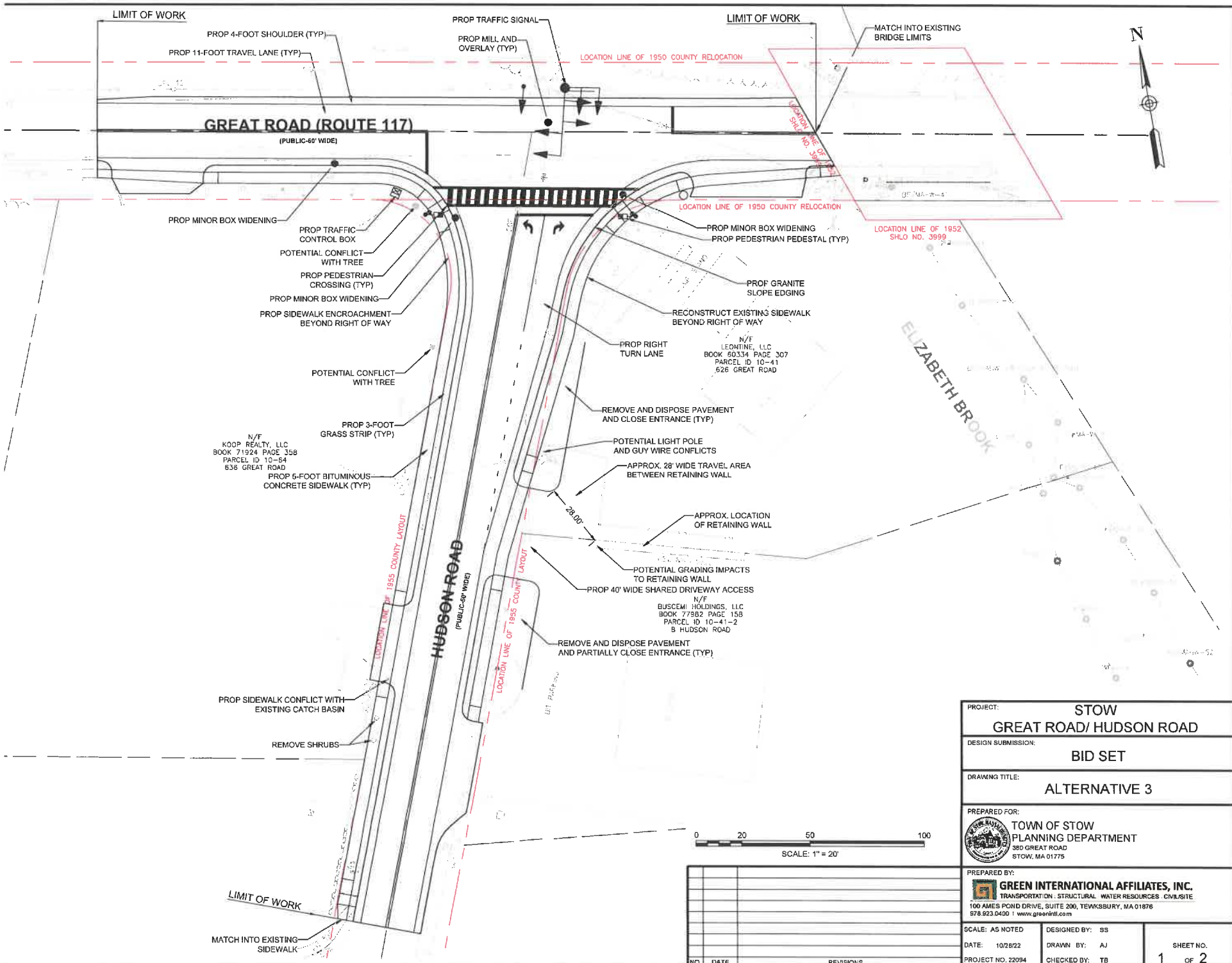
BUSCE  
BOOK  
PARC  
8



NO.	DATE	REVISIONS

PROJECT: <b>STOW GREAT ROAD/ HUDSON ROAD</b>		
DESIGN SUBMISSION: <b>CONCEPTUAL PLAN</b>		
DRAWING TITLE: <b>ALTERNATIVE 2</b>		
PREPARED FOR:  <b>TOWN OF STOW PLANNING DEPARTMENT</b> 380 GREAT ROAD STOW, MA 01775		
PREPARED BY:  <b>GREEN INTERNATIONAL AFFILIATES, INC.</b> TRANSPORTATION STRUCTURAL WATER RESOURCES CIVIL/SITE 100 AMES POND DRIVE, SUITE 200, TEWKSBURY, MA 01876 978.923.0400   www.greenintl.com		
SCALE: AS NOTED	DESIGNED BY: SS	SHEET NO. <b>1 OF 1</b>
DATE: 9/02/2022	DRAWN BY: AJ	
PROJECT NO. 22094	CHECKED BY: TB	

## **ALTERNATIVE 3**



PROJECT:		STOW GREAT ROAD/ HUDSON ROAD	
DESIGN SUBMISSION:		BID SET	
DRAWING TITLE:		ALTERNATIVE 3	
PREPARED FOR:		 <b>TOWN OF STOW</b> PLANNING DEPARTMENT 360 GREAT ROAD STOW, MA 01775	
PREPARED BY:		 <b>GREEN INTERNATIONAL AFFILIATES, INC.</b> TRANSPORTATION, STRUCTURAL, WATER RESOURCES, CIVIL/SITE 100 AMES POND DRIVE, SUITE 200, TEWKSBURY, MA 01878 978.923.0400   www.greenintl.com	
SCALE: AS NOTED	DESIGNED BY: SS	SHEET NO. <b>1</b> OF <b>2</b>	
DATE: 10/26/22	DRAWN BY: AJ		
PROJECT NO. 22094	CHECKED BY: TB		
NO. DATE		REVISIONS	



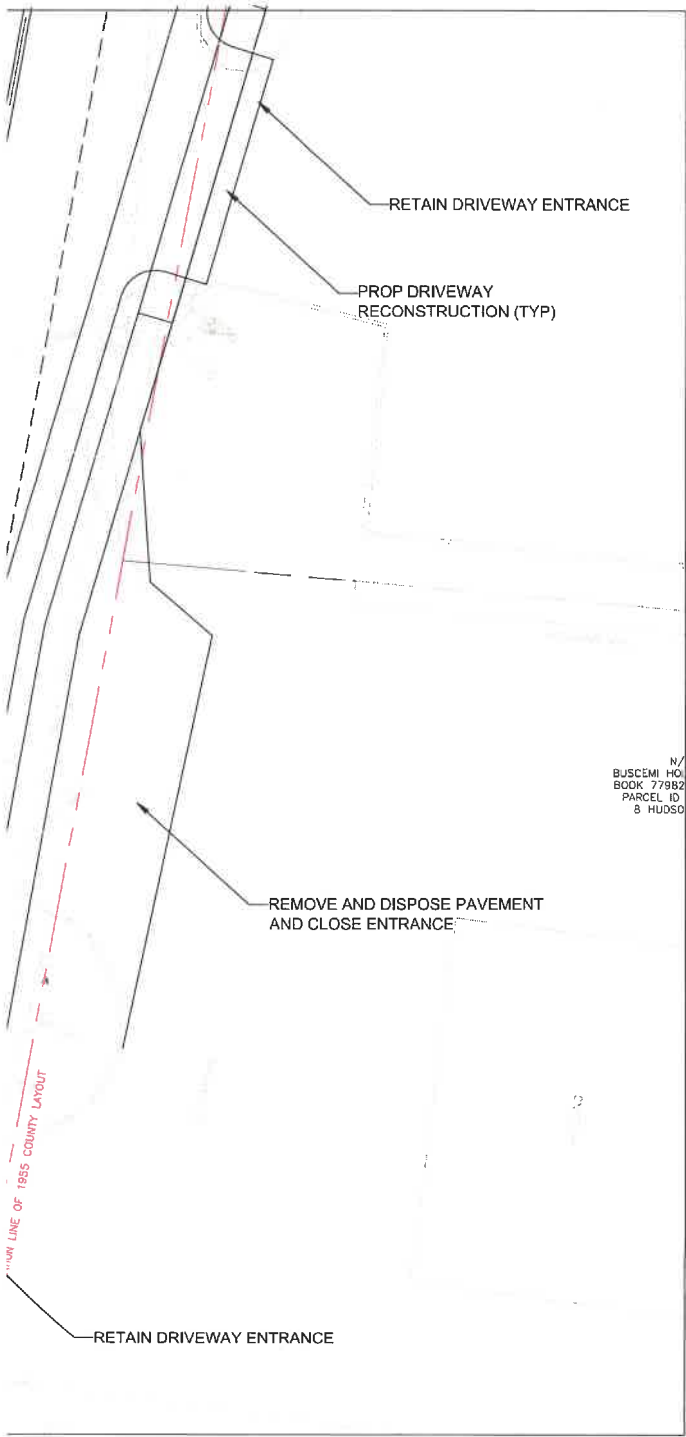


FIGURE 1

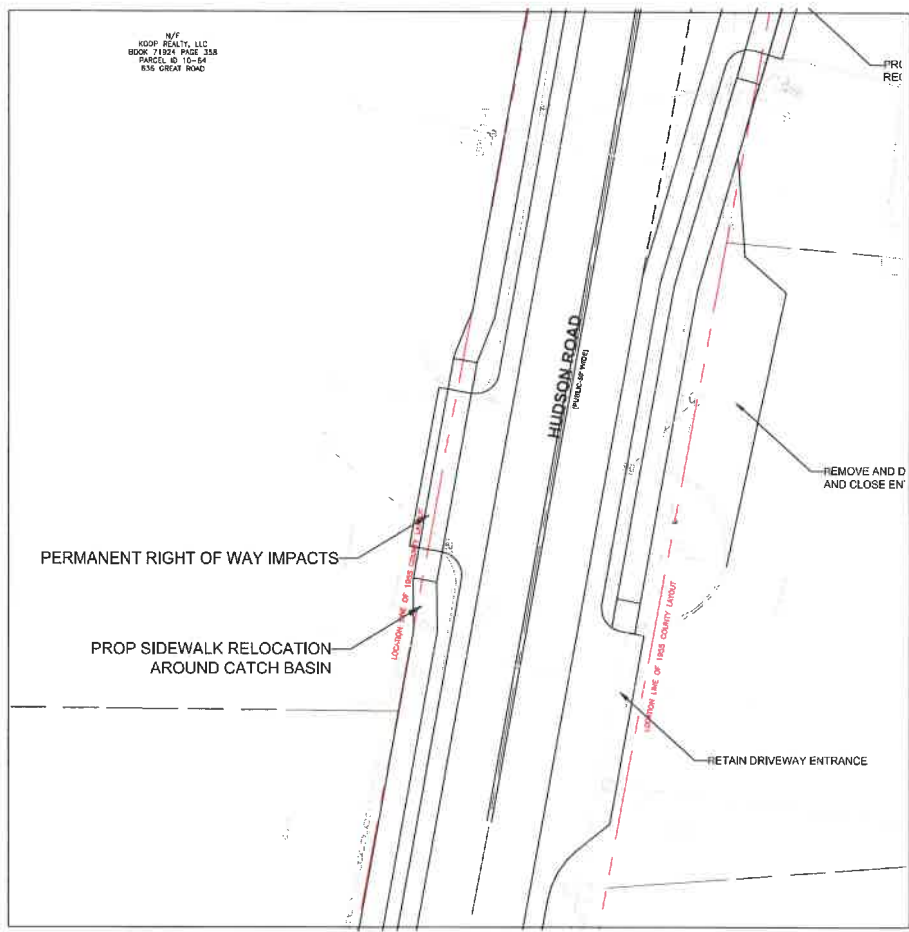
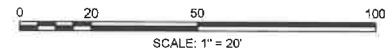




FIGURE 2



NO.	DATE	REVISIONS



PROJECT:		STOW GREAT ROAD/ HUDSON ROAD	
DESIGN SUBMISSION:		BID SET	
DRAWING TITLE:		ALTERNATIVE 3	
PREPARED FOR:		 <b>TOWN OF STOW</b> PLANNING DEPARTMENT 380 GREAT ROAD STOW, MA 01775	
PREPARED BY:		 <b>GREEN INTERNATIONAL AFFILIATES, INC.</b> TRANSPORTATION · STRUCTURAL · WATER RESOURCES · CIVIL/SITE 100 AMES POND DRIVE, SUITE 200, TEMKSBUURY, MA 01876 978.923.0400   www.greenintl.com	
SCALE: AS NOTED	DESIGNED BY: SS	SHEET NO.	
DATE: 10/28/22	DRAWN BY: AJ	2 OF 2	
PROJECT NO. 22094	CHECKED BY: TB		

## **COST ESTIMATE**

**Great Road/Hudson Road Improvements  
Stow, MA  
Town of Stow  
ENGINEER'S ESTIMATE - Conceptual**

Prepared by: Green International Affiliates



Date: 10/28/2022

Green Project No: 22094.00

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
100.	1	LS	SCHEDULE OF OPERATIONS - FIXED PRICE \$	\$34,000.00	\$34,000.00
104.	2	EA	TREE REMOVED - DIAMETER 24 INCHES AND OVER	\$3,500.00	\$7,000.00
120.	330	CY	EARTH EXCAVATION	\$50.00	\$16,500.00
121.	35	CY	CLASS A ROCK EXCAVATION	\$150.00	\$5,250.00
151.	130	CY	GRAVEL BORROW	\$65.00	\$8,450.00
170.	825	SY	FINE GRADING AND COMPACTING	\$8.50	\$7,012.50
402.	20	CY	DENSE GRADED CRUSHED STONE FOR SUB-BASE	\$85.00	\$1,700.00
415.3	2625	SY	PAVEMENT MICROMILLING	\$36.00	\$94,500.00
450.23	340	TON	SUPERPAVE SURFACE COURSE - 12.5 (SSC - 12.5)	\$130.00	\$44,200.00
510.	120	FT	GRANITE EDGING TYPE SA	\$50.00	\$6,000.00
697.1	4	EA	SILT SACK	\$250.00	\$1,000.00
701.2	40	SY	CEMENT CONCRETE PEDESTRIAN CURB RAMP	\$105.00	\$4,200.00
702.	100	TON	HOT MIX ASPHALT SIDEWALK OR DRIVEWAY	\$245.00	\$24,500.00
740.	6	MO	ENGINEERS FIELD OFFICE AND EQUIPMENT (TYPE A)	\$3,800.00	\$22,800.00
748.	1	LS	MOBILIZATION	\$15,000.00	\$15,000.00
751.	75	CY	LOAM BORROW	\$85.00	\$6,375.00
765.	660	SY	SEEDING	\$4.00	\$2,640.00
804.3	400	FT	3 INCH ELECTRICAL CONDUIT TYPE NM - PLASTIC -(UL)	\$66.00	\$26,400.00
811.31	4	EA	PULL BOX 12 X 12 INCHES - SD2.031	\$1,350.00	\$5,400.00
815.1	1	LS	TRAFFIC CONTROL SIGNAL LOCATION NO. 1	\$145,000.00	\$145,000.00
816.01	1	LS	TRAFFIC SIGNAL RECONSTRUCTION LOCATION NO. 1	\$30,000.00	\$30,000.00
866.106	1400	FT	6 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)	\$1.50	\$2,100.00
866.112	350	FT	12 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)	\$5.50	\$1,925.00
867.106	900	FT	6 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC)	\$1.50	\$1,350.00

**SUBTOTAL:** \$513,302.50  
 30% Contingency & Inflation: \$153,991.00  
 10% Construction & Engineering: \$51,330.00  
 6% Police Details: \$30,798.00  
**TOTAL:** \$750,000.00

# Memo

**To:** Select Board  
**From:** Planning Board  
**Date:** December 6, 2022  
**Re:** Planning Board Updates

The Planning Board would like to provide the following updates and considerations for discussion at the December 13, 2022 Joint Boards meeting:

## 2023 Workplan Priorities

Over the past few months, the Planning Board has reviewed a draft workplan, including the following high priority items in addition to the zoning amendments described further below:

<b>Community Development Initiatives</b>	<b>Description</b>	<b>Short Term Steps for Planning Board</b>
<i>Comprehensive Plan Update</i>	Full revision of existing 2010 Master Plan	<ul style="list-style-type: none"><li>• Continue development of Community Engagement Guidelines</li><li>• Community outreach regarding Comprehensive Plan framework to guide charge of Committee</li><li>• Request Select Board appoint Comprehensive Plan Committee after initial Planning Board outreach regarding framework</li></ul>
<i>Lower Village Water Feasibility Study</i>	Support ongoing study to determine the estimated costs of siting, permitting, treating, and distributing public water to Lower Village businesses.	<ul style="list-style-type: none"><li>• Participation in public meeting in Spring/early summer</li></ul>
<i>Stow Acres</i>	Climate Resilience Master Plan and Comprehensive Permit	<ul style="list-style-type: none"><li>• Potential Planning Department assistance with Comprehensive Permit process</li></ul>

		<ul style="list-style-type: none"> <li>• Ongoing Working Group meetings</li> </ul>
<i>Hudson Road/ Route 117 Intersection Improvements</i>	Design and engineering of intersection signalization	<ul style="list-style-type: none"> <li>• Conduct public outreach on concept plans</li> <li>• Reapply for MassWorks grant in June '23</li> </ul>
<i>Compliance with MBTA Communities</i>	Adoption of zoning bylaw to allow multifamily housing by right or through Site Plan Approval in accordance with M.G.L. Ch.40A §3A	<ul style="list-style-type: none"> <li>• Creation of Action Plan to achieve interim compliance</li> </ul>

**Stow Charter Review Comments**

Last month, the Planning Board provided comments to the Charter Review Committee. A number of these comments relate to the Select Board’s responsibilities and duties around the Comprehensive Plan process and the Board would like to ensure alignment around these items. Please see the attached memo as sent to the Charter Review Committee.

**Anticipated Town Meeting Warrant Articles**

*Lower Village Business District*

A complete draft of the proposed Lower Village Business District is available and reflects the Board’s vision of the Lower Village as a vibrant, welcoming community center. The zoning changes provide flexible design standards, allowance of mixed use development through Special Permit, and pedestrian oriented site planning.

The Board has contracted with consultants to provide visual examples of the type of development the bylaw would allow. Public outreach and engagement around the zoning change is intended to resume in January and continue through April. Announcements and updates on this process will continue to be posted to the Town’s website [through this link](#).

*Active Adult Neighborhood Overlay District*

Since the adoption of amendments to the Active Adult Neighborhood (AAN) Overlay District in October 2021, two items have been brought to the Board’s attention which will be further reviewed and considered: the need to include Map R2 Parcel 20-7 within the district, and the allowance of attached garages. These items will be reviewed based on the following history:

1. A longstanding map error was recently brought to the Planning Department’s attention and showed that Parcel 20-7 is within the Residential District, but not within the AAN Overlay as had been assumed. Inclusion of the parcel within the ANN

Overlay would allow the applicant of the Athens Lane development to provide an approximately 250 foot buffer to the west of the development between proposed housing and the Hale/Corzine properties. Exclusion of the parcel would result in a greatly diminished buffer.

2. During the bylaw development phase, the Athens Lane applicant requested the Board revise the Rules and Regulations for AANs to allow for attached garages. The Rules and Regulations were amended, however the Planning Department overlooked the prohibition on attached garages which remained in the zoning bylaw, which cannot be waived.

#### *Phased Growth Bylaw*

The Board is considering the removal of the Phased Growth bylaw, Section 8.6 of the Zoning Bylaw. This bylaw was initially adopted in 1988 during a period of rapid growth for the Town, although the rate of development in Stow has not triggered the need for phasing of growth as outlined in the bylaw. In addition, the inclusion of a Phased Growth bylaw has previously disqualified the Town from Housing Choice Designation, which would allow Stow to become eligible for capital grants through the Department of Housing and Community Development.

#### *Wireless Service Facility Overlay District*

The Planning Board has received a request from representatives of Verizon Wireless to amend the existing overlay district to include additional parcels in the district and to review the height requirements and setbacks to residential buildings and schools. The Board is currently reviewing whether to entertain this request.

**Execute the Deed Acceptance  
and Retained Rights Agreement  
for Stow Acres North Course**

## QUITCLAIM DEED

STOW HOLDINGS LLC, a Massachusetts limited liability company with an address of 258 Andover Street, Georgetown, Massachusetts 01833 (the “Grantor”), for consideration of Eight Hundred Thousand and No/100 Dollars (\$800,000.00), the receipt and sufficiency of which hereby are acknowledged, hereby GRANTS unto the TOWN OF STOW, a municipality organized under the laws of the Commonwealth of Massachusetts with an address of 380 Great Road, Stow, Massachusetts 01775 (the “Grantee”), acting by and through its Conservation Commission pursuant to G.L. c. 40, §8C for passive recreation and open space purposes, with QUITCLAIM COVENANTS, certain land with improvements thereon situated in Stow, Middlesex County, Massachusetts, as more particularly described on the attached Exhibit A.

Said premises are conveyed subject to and with the benefit of all easements, rights, restrictions, liens, agreements and other matters of record insofar as the same are still in force and applicable.

Grantor is not classified for the current taxable year as a corporation for federal income tax purposes.

Being a portion of the land acquired by Grantor by deed dated April 22, 2016 and recorded with the Middlesex County South District Registry of Deeds in Book 67309, Page 266.

**No deed stamps are owed pursuant to G.L. c. 64D, §1.**

The Grantor certifies compliance with the provisions of G.L. c. 59, §72A and G.L. c. 7C, §38.

Attached hereto and incorporated herein is a certified copy of the Town Meeting vote authorizing the acquisition of the aforesaid property.

[remainder of page left blank; signature page follows]



Executed under seal this \_\_\_\_ day of January, 2023.

**GRANTOR:**

STOW HOLDINGS LLC,  
a Massachusetts limited liability company

By: \_\_\_\_\_  
Name: John R. Swansburg  
Its: Manager and Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS )

) ss:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of January, 2023, before me, the undersigned notary public, personally appeared JOHN R. SWANSBURG, as Manager and Authorized Signatory of Stow Holdings LLC who proved to me through satisfactory evidence of identification, which was a driver’s license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as Manager and Authorized Signatory of Stow Holdings LLC, as the voluntary act of said limited liability company.

\_\_\_\_\_  
Notary Public  
My commission expires:

[Affix Notarial Seal]

EXHIBIT A

Legal Description

**Parcel 1:**

Certain land located in the Town of Stow, County of Middlesex, Commonwealth of Massachusetts and shown as Lot G1, containing 24.5227 acres, more or less, as reflected on a plan entitled "Locus Plan in Stow, Massachusetts" dated October 27, 2022, prepared by Stamski and McNary, Inc., and recorded with the Middlesex County South District Registry of Deeds as Plan 862 of 2022.

APPROVAL OF DEED ACCEPTANCE

On this 10th day of January, 2023, the Town of Stow, acting by and through its Select Board, pursuant to the vote taken under Article 5 of the October 30, 2021 Special Town Meeting, and every other authority appertaining, hereby approves the acceptance of the foregoing Deed from Stow Holdings LLC by the Stow Conservation Commission.

TOWN OF STOW,  
By Its Select Board

\_\_\_\_\_  
Megan Birch-McMichael, Chair

\_\_\_\_\_  
Ellen S. Sturgis, Clerk

\_\_\_\_\_  
Cortni Frecha, Member

\_\_\_\_\_  
Ingeborg Hegemann Clark, Member

\_\_\_\_\_  
Hector Constantzos, Member

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_\_ day of January, 2023, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, member of the Stow Select Board, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Stow.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

ACCEPTANCE BY CONSERVATION COMMISSION

On this \_\_\_\_\_ day of January, 2023, the Town of Stow, acting by and through its Conservation Commission pursuant to the provisions of G.L. c. 40, §8C and the vote taken under Article 5 of the October 30, 2021 Special Town Meeting, hereby accepts the care, custody, management and control of property located off Randall Road, Stow, for open space and passive recreation purposes.

TOWN OF STOW,  
By its Conservation Commission

\_\_\_\_\_  
Serena Furman, Chair

\_\_\_\_\_  
Matthew Styckiewicz, Member

\_\_\_\_\_  
Liza Mattison, Member

\_\_\_\_\_  
Holly Clack, Member

\_\_\_\_\_  
Jeffrey Saunders, Member

\_\_\_\_\_  
Doug Morse, Member

\_\_\_\_\_  
Ingeborg Hegemann Clark, Member

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_\_ day of January, 2023, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as member of the Conservation Commission of the Town of Stow.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## QUITCLAIM DEED

STOW HOLDINGS LLC, a Massachusetts limited liability company with an address of 258 Andover Street, Georgetown, Massachusetts 01833 (the “Grantor”), for consideration of Two Million Seven Hundred Thirty-Five Thousand and No/100 Dollars (\$2,735,000.00), the receipt and sufficiency of which hereby are acknowledged, hereby GRANTS unto the TOWN OF STOW, a municipality organized under the laws of the Commonwealth of Massachusetts with an address of 380 Great Road, Stow, Massachusetts 01775 (the “Grantee”), acting by and through its Recreation Commission pursuant to G.L. c. 45, §3 for active recreation and park purposes, with QUITCLAIM COVENANTS, certain land with improvements thereon situated in Stow, Middlesex County, Massachusetts, as more particularly described on the attached Exhibit A.

Said premises are conveyed subject to and with the benefit of all easements, rights, restrictions, liens, agreements and other matters of record insofar as the same are still in force and applicable.

Grantor is not classified for the current taxable year as a corporation for federal income tax purposes.

Being a portion of the land acquired by Grantor by deed dated April 22, 2016 and recorded with the Middlesex County South District Registry of Deeds in Book 67309, Page 266.

**No deed stamps are owed pursuant to G.L. c. 64D, §1.**

The Grantor certifies compliance with the provisions of G.L. c. 59, §72A and G.L. c. 7C, §38.

Attached hereto and incorporated herein is a certified copy of the Town Meeting vote authorizing the acquisition of the aforesaid property.

[remainder of page left blank; signature page follows]

Land located off Randall Road, Stow, Massachusetts

Executed under seal this \_\_\_\_ day of January, 2023.

**GRANTOR:**

STOW HOLDINGS LLC,  
a Massachusetts limited liability company

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

Name: John R. Swansburg

Its: Manager and Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS )

) ss:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of January, 2023, before me, the undersigned notary public, personally appeared JOHN R. SWANSBURG, as Manager and Authorized Signatory of Stow Holdings LLC who proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as Manager and Authorized Signatory of Stow Holdings LLC, as the voluntary act of said limited liability company.

\_\_\_\_\_  
Notary Public

My commission expires:

[Affix Notarial Seal]

EXHIBIT A

Legal Description

**Parcel 1:**

Certain land located in the Town of Stow, County of Middlesex, Commonwealth of Massachusetts and shown as Lot G3, containing 83.3942 acres, more or less, as reflected on a plan entitled "Locus Plan in Stow, Massachusetts" dated October 27, 2022, prepared by Stamski and McNary, Inc., and recorded with the Middlesex County South District Registry of Deeds as Plan 862 of 2022.

**Parcel 2:**

Certain land located in the Town of Stow, County of Middlesex, Commonwealth of Massachusetts and shown as Parcel D, containing 1.7651 acres, more or less, as reflected on a plan entitled "Locus Plan in Stow, Massachusetts" dated October 27, 2022, prepared by Stamski and McNary, Inc., and recorded with the Middlesex County South District Registry of Deeds as Plan 862 of 2022.

APPROVAL OF DEED ACCEPTANCE

On this 10th day of January, 2023, the Town of Stow, acting by and through its Select Board, pursuant to the vote taken under Article 5 of the October 30, 2021 Special Town Meeting, and every other authority appertaining, hereby approves the acceptance of the foregoing Deed from Stow Holdings LLC by the Stow Recreation Commission.

TOWN OF STOW,  
By Its Select Board

\_\_\_\_\_  
Megan Birch-McMichael, Chair

\_\_\_\_\_  
Ellen S. Sturgis, Clerk

\_\_\_\_\_  
Cortni Frecha, Member

\_\_\_\_\_  
Ingeborg Hegemann Clark, Member

\_\_\_\_\_  
Hector Constantzos, Member

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_\_ day of January, 2023, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, member of the Stow Select Board, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Stow.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



ACCEPTANCE BY RECREATION COMMISSION

On this \_\_\_\_ day of January, 2023, the Town of Stow, acting by and through its Recreation Commission pursuant to the provisions of G.L. c. 45, §3 and the vote taken under Article 5 of the October 31, 2021 Special Town Meeting, hereby accepts the care, custody, management and control of property located off Randall Road, Stow, for active recreation and parks purposes.

TOWN OF STOW,  
By its Recreation Commission

\_\_\_\_\_  
Michael Busch, Chair

\_\_\_\_\_  
Samantha Altieri, Member

\_\_\_\_\_  
Dan Nicholson, Member

\_\_\_\_\_  
Alison Lamkin, Member

\_\_\_\_\_  
Mark Dexter, Member

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_ day of January, 2023, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as member of the Recreation Commission of the Town of Stow.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## **RETAINED RIGHTS AGREEMENT**

This Retained Rights Agreement (this "Agreement") is entered into as of this \_\_\_\_ day of January, 2023 (the "Effective Date"), by and between the **Town of Stow, Massachusetts** ("Lessor"), acting by and through its Select Board, and **Stow Holdings LLC**, a Massachusetts limited liability company ("Lessee") (collectively "party" or "parties").

### **RECITALS**

WHEREAS, Lessor is the owner of the following land (the "Land"), and described in deeds from Lessee to Lessor recorded concurrently herewith;

**Parcel 1:**

Certain land located in the Town of Stow, County of Middlesex, Commonwealth of Massachusetts and shown as Lot G1, containing 24.5227 acres, more or less, as reflected on a plan entitled "Locus Plan in Stow, Massachusetts" dated October 27, 2022, prepared by Stamski and McNary, Inc., and recorded with the Middlesex County South District Registry of Deeds as Plan 862 of 2022.

**Parcel 2:**

Certain land located in the Town of Stow, County of Middlesex, Commonwealth of Massachusetts and shown as Lot G3, containing 83.3492 acres, more or less, as reflected on a plan entitled "Locus Plan in Stow, Massachusetts" dated October 27, 2022, prepared by Stamski and McNary, Inc., and recorded with the Middlesex County South District Registry of Deeds as Plan 862 of 2022.

**Parcel 3:**

Certain land located in the Town of Stow, County of Middlesex, Commonwealth of Massachusetts and shown as Parcel D, containing 1.7651 acres, more or less, as reflected on a plan entitled "Locus Plan in Stow, Massachusetts" dated October 27, 2022, prepared by Stamski and McNary, Inc., and recorded with the Middlesex County South District Registry of Deeds as Plan 862 of 2022.

WHEREAS, Lessee desires to lease portions of the Land from the Lessor, as more particularly described herein; and,

WHEREAS, Lessor agrees, pursuant to the vote under Article 5 of the October 30, 2021 Special Town Meeting, to lease portions of the Land to the Lessee, on the terms and conditions contained herein.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Agreement.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor three (3) parcels of the Land, and the improvements located thereon, the first parcel containing approximately 58.75 acres (the "Golf Course Parcel"), the second parcel containing approximately 10.91 acres (the "Driving Range Parcel") and the third parcel containing approximately 15.16 acres, comprising the 13.04 acre parcel reflected on the Seller Occupancy Plan (being the 11<sup>th</sup> and 12<sup>th</sup> holes of the current North Course), together with the 1.76 acre parcel and the 0.36 parcel reflected on the Seller Occupancy Plan (the "Additional Golf Holes Parcel," together with the Golf Course Parcel and the Driving Range Parcel, the "Premises"), all as shown on a sketch plan entitled "Stow Acres North Seller Occupancy Plan," dated June 14, 2022 (the "Seller Occupancy Plan"), attached hereto as Exhibit A, and incorporated herein, subject to such minor adjustments as may be agreed upon between the Lessor and the Lessee. The Land less the Premises shall be referred to herein as the "Remaining Land." The Golf Course Parcel shall be used for the purpose of managing, operating and maintaining a nine (9) hole golf course; the Driving Range Parcel shall be used for the purpose of managing, operating and maintaining a driving range and a parking area (the "Parking Area"), and the Additional Golf Holes Parcel shall be used for the purpose of managing, operating and maintaining several golf holes, being part of an 18-hole golf course, and for uses accessory thereto (the "Permitted Uses"), and for making such improvements as may be appropriate for the Permitted Uses (the "Improvements"). In addition, Lessee has the non-exclusive right to use the access road located immediately east of the Driving Range Parcel, as shown on Exhibit A as "Access Road" for vehicular passage (the "Access Road"), which Access Road shall be maintained by Lessor at its sole expense. Lessee may install and relocate golf holes, including without limitation, tees, fairways, greens, sand traps and water hazards, and may maintain, repair, restore and replace existing appurtenant buildings and structures to the Permitted Uses, with Lessor's consent, such consent not to be unreasonably withheld, delayed or conditioned, subject to Lessee's obligations to restore the Premises as provided and in accordance with Section 11 hereof. Lessee shall not use the Premises for any purpose other than the Permitted Uses. Lessor, at Lessor's risk, may use those portions of the Golf Course Parcel mutually agreed upon by the parties, but expressly excluding the Core Use Areas, as defined below (the "Lessor Reserved Rights Area") for the purpose of open space and recreation, provided that Lessor shall not interfere with Lessee's Permitted Use of the Premises or increase Lessee's obligations or reduce or impair Lessee's rights under this Agreement. As used herein, the term "Core Use Areas" means the areas of the Golf Course Parcel following the natural path from tee to fairway to green throughout the Golf Course Parcel. In addition, Lessor, at Lessor's risk, reserves a non-exclusive public access right for passive and active recreational purposes daily between sunrise and sunset (the "Permitted Public Use") through the Golf Course Parcel, shown as the "Public Access Area" on the plan attached as Exhibit A (the "Public Access Area"). Lessor shall maintain the Public Access Area at its sole cost, and shall also have the right to pave same at Lessor's sole cost. Lessor shall, to the extent permitted by law,

indemnify, defend and hold Lessee harmless with respect to any loss, cost, damage or liability incurred by Lessee in connection with the use by Lessor of the Lessor Reserved Rights Area, or the use by Lessor or the public of the Public Access Area (except if such loss, cost, damage or liability is the result of Lessee's gross negligence or willful misconduct), and this obligation shall survive the expiration or termination of this Agreement.

The Premises are delivered to Lessee, and Lessee accepts the same, in their present condition, "AS IS," it being agreed that Lessor has made no representations or warranties of any kind with respect thereto, except as set forth herein, and that, except to the extent expressly provided in this Agreement, Lessor shall have no obligation to secure, maintain, improve, remove snow and ice from, or make any repairs or improvements to the Premises, and/or the Land, except as expressly provided in this Agreement.

2. **Term.**

2.1 **Term.** The term of this Agreement (the "**Term**") for the Golf Course Parcel shall commence on the Effective Date written above and shall continue for a period of ten (10) years, unless sooner terminated in accordance with the terms of this Agreement. The term of this Agreement for the Driving Range Parcel shall commence on the Effective Date written above and shall continue for a period of five (5) years, unless sooner terminated in accordance with the terms of this Agreement, or pursuant to the terms of a Purchase and Sale Agreement dated July 12, 2022 between the Lessor and the Lessee. The term of this Agreement for the Additional Golf Holes Parcel shall commence on the Effective Date written above and shall continue for a period of one (1) year, unless sooner terminated in accordance with the terms of this Agreement.

2.2 **Lessor's Right to Terminate.** Lessor shall have the right to terminate this Agreement, upon thirty (30) days' prior written notice to Lessee for any default of the terms of this Agreement beyond any applicable notice, grace and cure periods, as set forth in Section 8.

3. **Rent.** Lessee shall pay as rent for the Premises the amount of One Million Dollars (\$1,000,000.00), which sum has been credited by Lessor to Lessee in connection with the purchase by Lessor of the Land; Lessor therefore acknowledges payment in full of the Rent due hereunder. As additional consideration hereunder, during the term of this Agreement, Lessee agrees to the following ("**Lessee's Tax Consideration**"): (1) mow the Remaining Land, as may be reasonably requested by Lessor from time to time in writing, but not more frequently than four (4) times a year; (2) permit the public on a non-exclusive basis to park in the parking lot at the Driving Range Parcel in order to enter and use the Public Access Area, the Remaining Land and the property known as the South Course, across Randall Road, for the Permitted Public Use; and (3) permit and assist the Lessor to hold up to five (5) fundraising golf tournaments (each a "**Fundraising Event**," and collectively the "**Fundraising Events**") at the Premises over the term of this Agreement, i.e., 10 years, and to contribute to the fundraiser such goods and services as may be mutually agreed upon by the

parties. The details with respect to the Fundraising Events shall be subject to mutual agreement of the parties hereto, and shall be subject to Lessee's customary requirements with respect to events similar to the Fundraising Events.

Lessor shall, to the extent permitted by law, indemnify, defend and hold Lessee harmless with respect to any loss, costs, damage or liability incurred by Lessee in connection with the use of the Driving Range Parking Lot by the public or the Fundraising Events (in each case except if such loss, cost, damage or liability is the result of Lessee's gross negligence or willful misconduct), and this obligation shall survive the expiration or termination of this Agreement.

4. **Taxes.** Lessee shall be responsible for and shall pay, before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, all of the following, if applicable: assessments, personal property taxes, charges, fees, excises, levies, license and permit fees and all other governmental charges of any kind and nature which may be assessed, levied, imposed upon, or become due for or relating to the Premises and any improvements thereto, and/or Lessee's use of the Premises or any part thereof (the "Governmental Charges"); provided, however, that there shall be no real estate taxes payable by Lessee hereunder with respect to the Land and the Improvements, it being agreed by the parties that the estimated real estate taxes for the Property for the Term have been satisfied via (i) a \$65,000 reduction of the purchase price paid by Lessor to Lessee upon Lessor's acquisition of fee title to the land of which the Premises form a part, and (ii) the services/benefits to be provided by Lessee to Lessor in connection with Lessee's Tax Consideration pursuant to Section 3 hereof. To the extent required by applicable law, Lessor and Lessee shall reasonably cooperate with respect to any necessary agreement pertaining to payment in lieu of taxes. Lessee shall have the right in its own name to contest the validity or amount, in whole or in part, of the Governmental Charges by appropriate proceedings timely instituted, provided that Lessee takes all actions (including prompt payment or bonding of the charges notwithstanding any contest by Lessee) to stay or prevent the imposition of a lien on or any official or judicial sale of the Premises or any part thereof by reason of nonpayment of any imposition. In addition to any other rights and remedies available to Lessor, Lessee shall defend, indemnify and hold harmless Lessor from any costs and expenses related to any such contest, and Lessee shall promptly pay any valid final adjudication enforcing any such imposition on the Premises. The obligations of this Section shall survive the expiration or termination of this Agreement.

5. **Material Alterations.**

5.1 ***Approved Plans.*** Lessee shall not make any material alterations or changes to the Premises, including the Improvements, (i) other than as reflected on the plan attached hereto as Exhibit A with respect to the creation of a new hole on the Additional Golf Holes Parcel, and/or (ii) unless Lessee has submitted detailed plans and specifications showing such changes and such other information as Lessor may reasonably request (upon Lessor's approval thereof, the "Approved Plans") to Lessor at least forty-five (45) days prior to undertaking the same and has obtained Lessor's prior written consent thereof, not to be unreasonably withheld, conditioned or delayed. If Lessor fails to approve or disapprove the

plans within said forty-five (45) day period, said plans and specifications shall be deemed to be approved so long as the notice to Lessor expressly states that approval will be deemed to have occurred within said forty-five (45) day period unless Lessor disapproves. If Lessor disapproves any portion of the submitted plan, such disapproval shall be in writing and shall specify the basis for disapproval in reasonable detail, together with reasonable proposed modifications as shall render the plans reasonably acceptable to Lessor. Lessee shall submit modifications to the Approved Plans for Lessor's prior written consent. If Lessor fails to approve or disapprove such changes within forty-five (45) days after Lessor's receipt, said changes shall be deemed to be approved. Once approved by Lessor, Lessee shall not make any material changes to the Approved Plans without Lessor's consent, which consent shall not be unreasonably withheld, conditioned or delayed. The review and approval by Lessor under this Agreement shall be in addition to any other approvals required under all Applicable Laws (defined herein). The Approved Plans shall be updated during the course of construction to reflect approved changes. Notwithstanding any other provision contained herein, no prior approval of Lessor shall be necessary for the Lessee to inspect, maintain, repair, alter, improve, upgrade and/or replace any Improvements unless it involves a material change to the Premises. Notwithstanding any other provision of this Agreement, Lessee may not construct any new buildings or structures, and may not make any alterations or changes to the Premises in derogation of the conservation values of the Premises. This review and approval process with respect to Approved Plans is in addition to and not a limitation of any other regulatory processes required by a Governmental Authority or as a condition of obtaining a Governmental Approval.

**5.2 Governmental Approvals.** Lessee shall obtain, at its sole cost and expense, from applicable federal, state, and/or local agencies, boards, commissions and other regulatory bodies (the "Governmental Authorities") any and all licenses, permits, approvals or other relief necessary or appropriate for the use of the Premises for the Permitted Uses, including without limitation, applications for construction permits, if necessary (collectively referred to as "Governmental Approvals"). Lessee shall submit to the applicable Governmental Authorities all required applications to obtain Governmental Approvals for Lessee's use under this Agreement and Lessor agrees to cooperate in good faith to assist Lessee with such applications (including signing any such applications promptly upon request) at Lessee's sole cost and expense, but Lessee acknowledges that Lessor has no control over and cannot guarantee that permits required from municipal boards or officers within its statutory or regulatory authority will be granted or that fees will be waived or reduced. Lessee shall obtain all applicable Governmental Approvals prior to the construction of the Improvements, and shall provide Lessor with written copies of all applications made and permits obtained in the approval process of the Improvements.

**5.3 Compliance.** Lessee and Lessee Parties shall at all times exercise reasonable care and conduct themselves in accordance with all applicable federal, state, and local laws, bylaws, rules, and regulations (the "Applicable Laws"), but shall have the right, with prior notice to Lessor, to contest the validity or applicability of any Applicable Laws to the Premises. Lessee and the other Lessee Parties shall also observe the reasonable requests of Lessor, including, but not limited to, when entering and exiting the Premises, and in its

storage of equipment and materials at the Premises. Lessee and Lessee Parties shall not obstruct access to the Land, and shall not unreasonably interfere with or disrupt the use of the Land or with operations therein by Lessor or others entitled thereto. In addition to any other right of access provided to Lessor in this Agreement, Lessor shall from time to time, upon two (2) Business Days' notice, have access to inspect the Premises during the Term, provided that Lessor shall comply with Lessee's reasonable safety requirements during any visit to the Premises and shall not unreasonably interfere with Lessee's Permitted Use of the Premises. Notwithstanding the foregoing, in the event of an emergency, Lessor may enter the Premises without the need to provide the aforesaid notice, but Lessor shall in such event provide notice to Lessee as soon as practicable.

5.4 **Alterations.** Lessee shall obtain Lessor's prior written consent which will not be unreasonably withheld, conditioned or delayed, prior to making any material alterations, changes, or additions to the Approved Plans, the Premises and/or other Improvements. Lessee shall follow the review and approval procedures and standards set forth above to obtain Lessor's consent.

5.5 **Damage; Restoration.** If Lessee and/or its agents, employees, contractors, subcontractors, sublessees, invitees and others acting by or through Lessee (with Lessee, the "Lessee Parties") damage the Remaining Land and/or any improvements thereon, Lessee shall promptly repair and restore the same at its sole cost and expense with or without any notice from Lessor to the same condition that existed prior to said damage. In the event Lessee fails to perform such repair or restoration, Lessor shall have right (but not the obligation), following thirty (30) days' notice to Lessee, to cause such repairs or restorations to be made, and Lessee shall forthwith upon demand pay over to Lessor all of the costs and expenses, including reasonable attorneys' fees, incurred by Lessor in connection therewith, failing which Lessee shall be in material breach of this Agreement and Lessor may exercise any rights and remedies it has under this Agreement.

5.6 **Contact.** Both Lessee and Lessor shall provide each other with the name, telephone number and email address of a primary contact and a secondary contact, one of which shall be reachable and responsive in the event of an emergency, twenty-four (24) hours per day, seven (7) days per week. Lessee shall also reasonably cooperate with Lessor with respect to public safety matters, including access needed for fire protection and safety personnel.

5.7 **Mechanics' Liens.** Lessee shall not permit any mechanics' liens arising out of Lessee's use of the Premises and/or the Improvements made pursuant to this Agreement to be filed against the Premises or the Remaining Land. Lessee shall, within sixty (60) days after it receives notice of the lien, provide a bond or other security approved by Lessor, with such approval not to be unreasonably withheld or delayed, or otherwise remove such lien from the Premises, the Remaining Land and/or the Improvements pursuant to Applicable Laws.

6. **Lessor's Representations, Warranties and Covenants.** Lessor hereby represents and covenants as follows:

6.1 **Lessor's Authority.** Lessor is the sole owner of the Land and the Premises and has the right and authority to sign this Agreement and to grant Lessee the rights granted in this Agreement. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

6.2 **Negative Covenant.** Neither Lessor's nor any Lessor Party's use of the Premises will interfere with Lessee's rights under this Agreement other than in a *de minimis* manner or will increase Lessee's obligations or decrease Lessee's rights under this Agreement. Lessor shall not grant, convey, assign or provide any easement, license, permit, lease or other right for access across the Premises to any third party that will interfere with Lessee's rights under this Agreement other than in a *de minimis* manner or which would increase Lessee's obligations or decrease Lessee's rights under this Agreement.

6.3 **No Litigation.** To Lessor's actual knowledge, without duty of inquiry, no litigation, actions, claims, or other legal or administrative proceedings are pending or, to the best of Lessor's knowledge, threatened or anticipated, with respect to, or which could affect, the Premises. If Lessor learns that any such litigation, action, claim, or proceeding is threatened or has been instituted, Lessor shall promptly deliver written notice thereof to Lessee.

6.4 Any references in this Agreement to Lessor's "knowledge," "actual knowledge," or the "best of Lessor's knowledge," and words of similar import shall mean the actual knowledge of the Town Administrator as and when made, and not the knowledge of any of the other Lessor Parties or anyone else.

## 7. **Lessee's Use of the Premises.**

7.1 **Utilities.** Lessee shall be responsible, at its sole cost and expense, for installing and providing utilities to serve the Improvements to the extent Lessee deems same necessary or convenient. Lessee shall pay, or shall cause to be paid, directly to the utility provider, all charges by any public authority or public utility for electricity and other services supplied or rendered to the Premises, whether called charge, rate, tax, betterment, assessment, fee or otherwise and whether such charges are made directly to Lessee or through or in the name of Lessor ("Utility Charges"). During the Term, Lessee covenants and agrees to hold Lessor harmless from any costs, fees and/or charges incurred in connection herewith, and to pay on demand any and all costs incurred by Lessor for utilities and similar services relating to the Premises. Lessor makes no representation or warranty that existing sources of supply, distribution points or utilities are adequate or sufficient to supply the Improvements.

7.2 **Maintenance.** Except as otherwise expressly provided in this Agreement, Lessee shall be responsible for maintaining the Premises and Improvements in a good, safe, and clean condition and order, all at its sole cost and expense. Lessor, at its sole expense, shall be responsible for maintaining the Access Road and the Public Access Area and any other improvements made by Lessor in a good, safe, and clean condition and order. Lessee shall not commit or permit any of the other Lessee Parties to commit waste to the Premises. Lessor shall not commit or permit any of the other Lessor Parties to commit waste to the



Premises. Lessee acknowledges and agrees that, except as expressly set forth herein, Lessor shall have no obligation to maintain the Land, including the Premises, including, without limitation, removing snow and ice therefrom, for the safety or security thereof, or for any loss or damage to the Improvements thereon from vandalism or other cause other than as a direct result of Lessor's gross negligence or willful misconduct.

### 7.3 *Hazardous Materials.*

(a) Lessee agrees to comply with all Applicable Laws, including, without limitation, those regulating, relating to or imposing liability or standards of conduct concerning the protection of or discharge of materials into the environment, including without limitation, Hazardous Materials, as now or may at any time hereafter be in effect, including without limitation, Massachusetts General Laws, Chapter 21E; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (collectively, the "Environmental Laws"). "Hazardous Materials" means any oil, hazardous, toxic or radioactive materials, substances or waste, as defined in federal, state, or local law regulating or addressing the generation, storage, use, or transportation of such materials, including, but not limited to, the Environmental Laws.

(b) Lessee agrees that neither Lessee nor any of the other Lessee Parties will use, generate, bring upon, store or dispose of any Hazardous Material on, under, about or within the Premises or anywhere on the Land in violation of any of Environmental Laws. Lessee shall make all reasonable efforts to inform Lessor in writing of any Hazardous Materials to be present or brought upon the Land by Lessee or any Lessee Party, and shall provide updates if any of the information changes during the Term of this Agreement.

(c) Lessee shall defend, indemnify, and hold harmless Lessor and the other Lessor Parties from any and all liabilities and costs (including any and all sums paid for settlement of claims, litigation, expenses, attorneys' fees, consultant and expert fees) of whatever kind or nature, resulting from the failure of any of the Lessee Parties to comply with any of the Environmental Laws and/or any Hazardous Materials on or about the Land which are in any way caused by or related to the acts or omissions of any of the Lessee Parties. Lessee shall assume, at its sole cost and expense, any and all duties, responsibilities, and liabilities related to the investigation, clean up, and monitoring of Hazardous Materials, and pay all costs, losses, damages, penalties, sanctions, forfeitures and/or fines arising or related to non-compliance with Environmental Laws to the extent caused by the actions, omissions, negligence or willful misconduct of Lessee or any of the other Lessee Parties on or about the Premises or the Remaining Land. Lessor reserves the right to access the Premises for purposes of verifying compliance with these Hazardous Materials requirements and to take such measures as may be necessary or convenient to undertake any remediation if Lessee fails to undertake the same. Nothing herein shall waive or impair any other rights and remedies available to Lessor for Lessee's failure to comply with the provisions of this Section.

(d) The indemnifications and/or covenants of this Section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of property conditions or any clean-up, remedial, removal or restoration work required by any Governmental Authority.

(e) The provisions of this Section shall survive the expiration or termination of this Agreement.

#### 7.4 *Insurance.*

(a) Lessee covenants and agrees that, from and after the Effective Date and through the expiration or earlier termination of this Agreement, it will maintain, at its sole cost and expense the following insurance, in the amounts and form specified:

(i) Commercial general liability insurance (including Broad Form Property Damage and Contractual Liabilities or reasonable equivalent thereto) covering Lessee's use of the Premises and the Land and the Improvements against claims for bodily injury or death, property damage and products liability (including completed operations coverage). Such insurance is to be written on an occurrence basis (not a claims made basis) and to be in amounts of not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate for each policy year.

(ii) Umbrella Liability insurance coverage on a "following form" basis with limits of not less than \$5,000,000 per occurrence and in the aggregate.

(iii) All contractors and subcontractors to be engaged by Lessee during all portions of the Term shall provide Lessee with certificates of insurance verifying the existence of appropriate insurance coverage (including Workers Compensation coverage) prior to the commencement of any work.

(b) The following conditions shall apply to the insurance policies required herein:

(i) All insurance shall commence no later than the Effective Date, provided, however, that no work of any kind shall commence on the Premises and neither Lessee nor any of the other Lessee Parties shall enter the Premises until such insurance has been obtained and Lessee has provided Lessor with a copy of the insurance policy naming Lessor as an additional insured and meeting the other requirements set forth herein.

(ii) All insurance of Lessee shall be primary with respect to any insurance maintained by Lessor with respect to claims resulting from Lessee's negligence and shall not call on Lessor's insurance for contributions. All insurance shall be issued through valid and enforceable policies issued by insurers authorized to transact insurance business in the Commonwealth of Massachusetts and having an A or better

financial rating from a recognized insurance accreditation institution (such as A.M. Best Company).

(iii) All insurance policies and certificates, except those related to Lessee's property insurance for replacement of Lessee's property, shall include a provision requiring thirty (30) days' written notice to Lessor of any non-renewal or cancellation of any required coverage that is not replaced. Lessee shall provide Lessor with notice of any replacement policy. Lessee shall provide certificates of such insurance on the Effective Date and each anniversary thereof and at such other times as Lessor may reasonably request. Lessor's receipt, review or acceptance of such certificates shall in no way limit or relieve Lessee of its obligation to maintain insurance as set forth in this Agreement.

(iv) Lessee's failure to obtain, procure or maintain the required insurance shall constitute a material breach of this Agreement and Lessor may, if Lessee has not cured such breach within twenty (20) days after written notice from Lessor, in its reasonable discretion take unilateral action to suspend the rights of Lessee to operate pursuant to this Agreement until said breach is corrected.

(v) Lessor shall have the right to require Lessee to increase the limits of the insurance required hereunder when, during the Term of this Agreement (but no more than once every three (3) years), minimum limits of liability insurance commonly and customarily carried on properties comparable to the Land located in the county by responsible owners are more or less generally increased.

#### **7.5 Indemnification.**

(a) Lessee shall defend, indemnify and hold harmless Lessor and the other Lessor Parties from and against any and all claims, suits, actions, legal or administrative proceedings, damages, liabilities, demands, injury, loss, costs or expenses (including reasonable attorneys' fees), consultants' fees and court costs ("Claims") arising out of: (i) the failure of Lessee or any of the other Lessee Parties to comply with the terms of this Agreement or with any Applicable Laws or lawful direction now or hereafter in force of any public authority; (ii) any negligent act or omission or intentional misconduct on the part of the Lessee; (iii) any personal injury or property damage resulting from the use of the Improvements now or hereafter installed or placed on the Premises; and (iv) Lessee's breach of its obligations under Section 7.3 hereof, including all costs and expenses incurred by Lessor in connection with any cleanup, remediation, removal or restoration work required by any federal, state or local governmental authority. However, Lessee shall not be obligated to indemnify Lessor to the extent such claim, expense, or liability is caused by the gross negligence or willful misconduct of any of the Lessor Parties. This obligation is in addition to, and not a limitation of, any other right or remedy available to the Lessor under this Agreement and at law.

(b) Lessor shall, to the extent permitted by law, defend, indemnify and hold

harmless Lessee and the other Lessee Parties from and against any and all Claims arising out of: (i) the failure of Lessor or any of the other Lessor Parties to comply with the terms of this Agreement or with any Applicable Laws or lawful direction now or hereafter in force of any public authority; and (ii) any negligent act or omission or intentional misconduct on the part of the Lessor. However, Lessor shall not be obligated to indemnify Lessee to the extent such claim, expense, or liability is caused by the gross negligence or willful misconduct of any of the Lessee Parties. This obligation is in addition to, and not a limitation of, any other right or remedy available to the Lessee under this Agreement and at law.

(c) To the maximum extent permissible by law, Lessee agrees to use and occupy the Premises at Lessee's own risk, and Lessor shall have no responsibility or liability for any injury, loss or damage to any of the Lessee Parties or to their personal property unless caused by the direct gross negligence or willful misconduct of any of the Lessor Parties.

(d) The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to Lessor which would exist at common law or under any other provision of this Agreement, and the extent of the obligation of indemnification shall not be limited by any provision of insurance required under this Agreement. This Agreement is made on the express condition that Lessor shall not be liable for, or suffer loss by reason of, any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Premises, specifically including any damage or injury to the person or property of Lessee or any of the Lessee Parties, from whatever cause, in any way connected with the condition, use, occupational safety or occupancy of the Premises, except to the extent caused directly by the negligence or willful misconduct of Lessor or any of the Lessor Parties or the breach of Lessor's obligations under this Agreement.

(e) The provisions of this Section shall survive termination or expiration of this Agreement.

## 8. **Assignment.**

8.1 ***Prohibition on Assignments.*** Except as permitted under this Section 8, Lessee shall not assign, sublease or otherwise transfer this Agreement or any of its rights hereunder without Lessor's prior written consent, which consent may be denied in Lessor's sole discretion. When assignable, this Agreement shall be binding upon, shall inure to the benefit of, and may be performed by, the Lessee or its assignees, except that no assignment, pledge or other transfer of this Agreement by Lessee shall operate to release Lessee from any of its obligations under this Agreement unless Lessor (or its successors or assigns) consents in writing to the assignment, pledge or other transfer and expressly releases Lessee from its obligations thereunder.

8.2 ***Permitted Assignments.*** Notwithstanding the foregoing or anything expressed or implied in this Agreement to the contrary, Lessee shall have the right, without Lessor's

prior written consent, to assign this Agreement (a) to a purchaser of all or substantially all of the assets of Lessee; (b) to an affiliate of Lessee; or (c) in connection with a merger of Lessee with another person or any other transaction resulting in a direct or indirect change of control of Lessee; provided that such purchaser, affiliate or person (i) survives such merger or transaction, as applicable, (i) agrees in writing to be bound by the terms of this Agreement (if the entity constituting the initial named Lessee shall have changed in connection with such transaction), (ii) reasonably meets or exceeds the creditworthiness of the initial named Lessee, (iii) such transferee or assignee, or a designee of such transferee or assignee is qualified to perform the obligations of Lessee under this Agreement, (iv) such assignment shall not operate to release Lessee from any of its obligations under this Agreement unless Lessor expressly releases Lessee from its obligations hereunder, and (v) all of Lessor's reasonable costs and expenses (including reasonable attorneys' fees), if any, shall have been paid by Lessee or its assignee in connection with such assignment.

## 9. **Default.**

9.1 ***Lessee Default.*** Lessee shall be in default under this Agreement if: (1) Lessee shall have failed to perform its material obligations hereunder (other than any default that can be cured by the payment of money) and such failure shall have continued for thirty (30) days after written notice from Lessor (or if such failure is not reasonably capable of being cured within thirty (30) days, if Lessee shall not have commenced to cure such failure within such thirty (30) day period or shall not have diligently prosecuted the cure to completion; or (2) Lessee shall have failed to comply with any obligation under this Agreement that can be cured by the payment of money alone, including, without limitation, Lessee's failure to pay taxes and/or maintain the insurance required hereunder and such failure shall have continued for a period of fifteen (15) days after written notice from Lessor.

9.2 ***Remedies Upon Lessee's Default.*** If Lessee shall be in default after the expiration of the cure period, then Lessor shall be entitled, at its election, in addition to any other rights and remedies provided in this Agreement or available at law or in equity, to terminate this Agreement upon thirty (30) days written notice to Lessee, reenter the Premises and take possession thereof. If Lessor elects to terminate this Agreement, then all rights and obligations of the parties shall terminate, except the Lessor shall have the right to sue for and collect all rents and other amounts with respect to which Lessee shall be in default, and all direct damages to Lessor by reason of such default, and Lessee shall surrender the Premises to Lessor. Upon any such termination of this Agreement, Lessee shall (a) upon written request of Lessor, execute and record a release of Lessee's right, title and interest in and to the Premises and the Agreement, and (b) restore the Premises, as set forth in Section 11.

9.3 ***Remedies Upon Lessor's Default.*** If Lessor shall at any time fail to perform any of its material obligations hereunder and such failure shall continue for a period of thirty (30) days after written notice to Lessor (or if such failure is not reasonably capable of being cured within thirty (30) days, if Lessor shall not have commenced to cure such failure within

such thirty (30) day period or shall not have diligently prosecuted the cure to completion), then Lessee shall be entitled to exercise concurrently or successively any one or more of the following rights: (1) to bring suit for the specific performance hereof and/or for the collection of all amounts and direct damages then due Lessee on account of such default, without terminating this Agreement; or (2) to terminate this Agreement upon thirty (30) days written notice to Lessor, without waiving Lessee's rights to damages for Lessor's failure to perform its obligations hereunder.

9.4 **Consequential Damages.** Neither party shall be liable to the other party for consequential, incidental, punitive, exemplary or indirect damages, lost profits or revenues or other business interruption damages, whether or not such liability is claimed in contract, equity, tort, strict liability or indemnity, by statute or otherwise.

10. **Destruction or Condemnation.**

10.1 **Taking.** If the entire or any material portion of the Premises are condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than ninety (90) days following the date of such condemnation or transfer in lieu of condemnation. If Lessee elects to terminate the Agreement, then Lessee and Lessor shall be relieved of any further obligations and duties to each other under this Agreement from and after the date of said termination. If Lessor or Lessee receives notice of any condemnation, it will promptly notify the other and will provide a copy of the notice. Unless terminated by Lessee as provided herein, this Agreement shall continue in full force and effect as to any part of the Premises that has not been the subject of the condemnation or casualty.

10.2 **Disbursement.** For any taking of the entire Premises, all sums, including damages and interest, awarded by the condemning authority shall be paid and distributed to Lessee and Lessor in accordance with their respective interests under this Agreement. In determining their respective interests:

- (a) The interest of Lessor shall be based on the value of Lessor's interest in the Premises (but excluding any of Lessee's interest in Lessee's Improvements on the Premises), and its interests under the Agreement, taking into account the amounts paid or due to be paid by Lessee hereunder for the remaining Term of this Agreement and all other terms and provisions of this Agreement; and
- (b) The interest of Lessee shall be based on the value of Lessee's interest in the Premises (determined at the time of the taking), including the then-value of Lessee's Improvements and any cost or loss that Lessee may sustain in the removal and/or relocation of any said Improvements.

10.3 **Casualty.** In the event that any of the Lessee's Improvements are damaged by fire or other casualty, Lessee may repair or restore the Improvements within a reasonable period of time. If the Improvements are substantially damaged during the last two (2) years of the Term for the Golf Course Parcel, then Lessee, at its option, may terminate this Lease by notice to Lessor no later than ninety (90) days after the date the damage occurred.

11. **Covenant of Quiet Enjoyment.** Lessor covenants that Lessor is the lawful owner of the Premises and has full right and power to lease the same. Lessor agrees that, so long as Lessee is not in default under this Agreement beyond any applicable cure period, Lessee shall peacefully and quietly hold, possess and enjoy the Premises for the Term of this Agreement, without hindrance or molestation. Lessor shall not enter into any agreements, easements, restrictions or other similar instruments, affecting the Premises without the prior written consent of Lessee, which consent shall not be unreasonably withheld, conditioned or delayed.

12. **Surrender.** Lessee shall, within sixty (60) days from the expiration or earlier termination of the applicable Term related to each portion of the Premises, i.e., the Additional Golf Holes Parcel, the Driving Range Parcel and the Golf Course Parcel, remove the golf-related improvements from the Premises, including, but not limited to, netting at the Driving Range Parcel, sandtraps and putting greens, and shall loam and seed disturbed areas of the Premises (the "**Surrender Obligations**"), except to the extent otherwise agreed to by Lessor and Lessee. The buildings shall remain, unless otherwise agreed by Lessor and Lessee. Notwithstanding anything to the foregoing contained herein, upon expiration or termination of the Term, Lessee shall not be obligated to remove any improvements or have any restoration obligation with respect to improvements made by Lessor, including but not limited to the Public Access Area. If Lessee fails to comply with the terms of this Section and to restore the Premises in the manner or within the time set forth herein, then Lessor may do so, in which case Lessee shall reimburse Lessor for any and all reasonable, out-of-pocket costs of removal and restoration incurred by Lessor.

13. **General Provisions.**

13.1 ***Entire Agreement/Amendments.*** This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

13.2 ***Severability.*** If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that the material purposes of this Agreement and the benefits to the parties can still be accomplished.

13.3 **Successors and Assigns.** This Agreement, including all rights created herein, shall be binding on and inure to the benefit of the successors and assigns of the parties for the Term of this Agreement.

13.4 **Notices.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

If to Lessor:

Town of Stow  
380 Great Road  
Stow, MA 01775  
Attn: Town Administrator

If to Lessee:

Stow Holdings LLC  
258 Andover Street  
Georgetown, MA 01833  
Attn: Peter Brown

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

13.5 **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and any disputes shall be brought in the court of the County in which the Premises are located.

13.6 **Notice of Agreement.** Lessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit B will be recorded by Lessee in the official records of the Registry of Deeds for Middlesex County, Massachusetts.

13.7 **Relationship of the Parties.** This Agreement shall not be interpreted to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other party.

13.8 **Estoppel Certificates.** From time to time, each party, within thirty (30) days after written request from the other party, shall execute and deliver an estoppel certificate certifying as to the status of the Agreement and each party's performance hereunder.

13.9 **Exhibits.** All Exhibits attached hereto form material parts of this Agreement.

13.10 **Counterparts; Electronic Transmission.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original. This Agreement may be executed and delivered by facsimile, pdf, and/or electronic signature and transmission.



13.11 **Further Acts and Assurances; Approvals.** Each party hereby agrees that it shall execute such additional commercially reasonable documents or instruments, and shall undertake such actions, as are necessary and appropriate to effectuate the intent of this Agreement or as may be reasonably requested by the other party. No approval required under this Agreement shall be unreasonably withheld, conditioned, or delayed.

13.12 **Force Majeure.** Notwithstanding any other provision of this Agreement, if Lessee's performance of any obligation under this Agreement that cannot be cured by a payment of money is interfered with, delayed, restricted, or prevented, in whole or in part, by reason of an event of Force Majeure, Lessee's performance of the affected obligation, to the extent and for the duration of the interference, delay, restriction, or prevention, and the term of this Agreement and any other relevant time periods shall continue and be extended for the same duration.

13.13 **Business Days.** A "business day" shall mean any day that is not a Saturday, Sunday, or a holiday in the Commonwealth of Massachusetts. Any payment or other obligation which is due to be performed on or before a day which is not a business day may be performed on or before the next business day following the date provided herein.

13.14 **Additional Provisions Regarding Lessor's Obligations.** Notwithstanding anything to the contrary in this Agreement:

(a) Lessor shall not be required to execute documents or instruments subsequent to the execution of this Agreement that will materially or unreasonably increase Lessor's risk or obligations under this Agreement, or result in the waiver of any of Lessor's rights or remedies under this Agreement or at law or in equity, all as determined by Lessor, or require Lessor to give a legal opinion, or to make a statement of fact of which Lessor's chief executive does not have actual knowledge or would require Lessor to undertake an inquiry in order to obtain such knowledge.

(b) Any requirement that Lessor cooperate with or assist Lessee or take any action shall require only reasonable cooperation and reasonable assistance, and shall not require Lessor to improperly interfere with or improperly influence the independent legislative, regulatory, licensing, taxing, permitting or judicial functions of any official, department, board, committee, body or commission of Lessor, or require Lessor to incur any expense unless such expense is paid or reimbursed by Lessee.

(c) Lessor does not waive any of the rights, remedies, defenses and immunities afforded Lessor, as a municipality, under G.L. c. 258, all of which rights, remedies, defenses and immunities Lessor hereby reserves.

(d) The parties agree that the Improvements and the Premises are not subject to taxation under G.L. c. 59. Nothing in this Agreement shall interfere with the Lessor's Assessor in the evaluation, calculation, assessment and collection of taxes of personal property

in accordance with applicable laws and regulations, including said Assessor's determination to consider the Improvements real property or personal property for the purpose of taxation.

13.15 **Lessor Access.** Lessor shall have the right to enter the Premises upon giving Lessee at least three (3) business days' notice for the purpose of inspecting the Premises and/or the Improvements thereon to ensure compliance with the terms of this Agreement (except in the event of an emergency, when notice shall be given as soon as practicable) provided that Lessor shall enter at Lessor's sole risk and shall not interfere unreasonably with the rights of Lessee and/or the other Lessee Parties. Nothing herein shall affect the rights of Town boards, commissions, and/or officials, in their regulatory capacity, from entering the Premises for matters with their jurisdictions.

13.16 **Prevailing Party.** In any litigation between the parties arising out of this Agreement, or in connection with any other actions taken or notices delivered in relation to a default by any party to this Agreement, the non-prevailing party shall pay to the prevailing party the prevailing party's reasonable attorneys' fees and costs incurred in connection with the enforcement of the terms of this Agreement.

13.17 **Survival.** Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive.

13.18 **Lessor Parties; Lessee Parties.** The term "Lessor Parties" shall mean all employees, representatives, agents, contractors, boards, commissions and officers of the Lessor. The term "Lessee Parties" shall mean all employees, representatives, agents, contractors, managers and members of the Lessee.

[Signature Page Follows]

**IN WITNESS HEREOF**, the parties have executed this Agreement as of the date first above written.

**Town of Stow, MA**

**Stow Holdings LLC**

**By its Select Board**

\_\_\_\_\_  
Megan Birch-McMichael

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

Name: Peter I. Brown

Title: Manager and Authorized Signatory

\_\_\_\_\_  
Ellen S. Sturgis

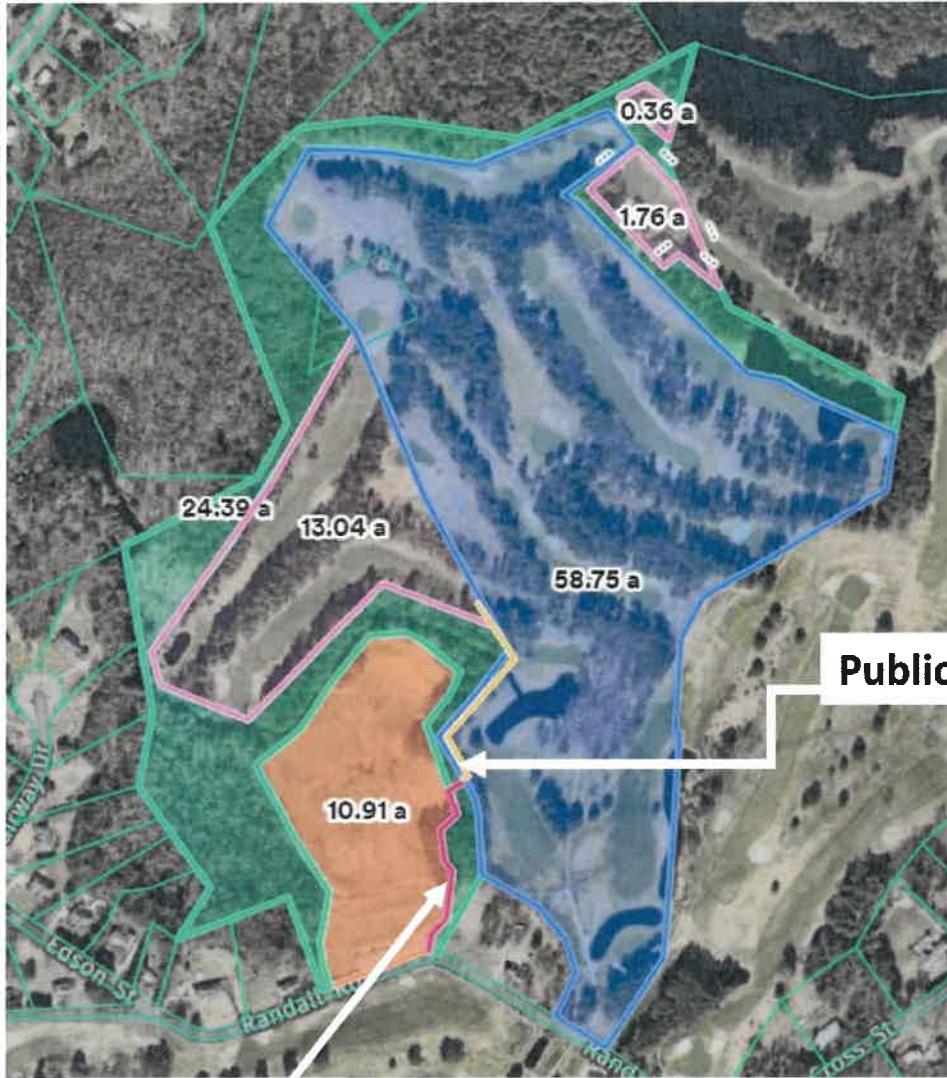
\_\_\_\_\_  
Cortni Frecha

\_\_\_\_\_  
Ingeborg Hegemann Clark




\_\_\_\_\_  
Hector Constantzos

EXHIBIT A

SELLER OCCUPANCY PLAN DATED JUNE 14, 2022



Access Road

-  "Golf Course Parcel"
-  "Driving Range Parcel"
-  "Additional Golf Holes Parcels" (3)

## MEMORANDUM OF AGREEMENT

In accordance with G.L. c. 183, §4, notice is hereby given of that certain Retained Rights Agreement dated as of the \_\_\_\_ day of January, 2023 (the "Agreement"), by and between the **Town of Stow**, a Massachusetts municipal corporation acting by and through its Select Board, having an address of 380 Great Road, Stow, MA 01775 ("Lessor"), and **Stow Holdings LLC**, a Massachusetts limited liability company, having an address of 258 Andover Street, Georgetown, MA 01833 ("Lessee").

The premises leased to Lessee consists of approximately 84.82 acres (the "Premises"), shown on the Seller Occupancy Plan dated as of June 14, 2022, attached hereto as **Exhibit A** (the "Premises"), being a portion of the property conveyed by Lessee to Lessor by Quitclaim Deeds of even date herewith, recorded in the Middlesex County South Registry of Deeds concurrently with this Memorandum of Agreement.

The term of the Agreement shall commence January 13, 2023, and continue for a period of ten (10) years as to the Golf Course Parcel, unless sooner terminated by the terms of the Agreement; continue for a period of five (5) years as to the Driving Range Parcel, unless sooner terminated by the terms of the Agreement; and continue for a period of one (1) year as to the Additional Golf Hole Parcels, unless sooner terminated by the terms of the Agreement.

[Remainder of Page Intentionally Blank; Signature Page Follows]

Executed by Lessor and Lessee as of the date and year above written.

**Town of Stow, MA**

**Stow Holdings LLC**

**By its Select Board**

\_\_\_\_\_  
Megan Birch-McMichael

\_\_\_\_\_  
Ellen S. Sturgis

\_\_\_\_\_  
Cortni Frecha

\_\_\_\_\_  
Ingeborg Hegemann Clark

\_\_\_\_\_  
Hector Constantzos

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

Name: Peter I. Brown

Title: Manager and Authorized  
Signatory

---

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_ day of January, 2023, before me, the undersigned notary public, personally appeared \_\_\_\_\_, member of the Stow Select Board, as aforesaid, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Stow as the voluntary act of the Town of Stow.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

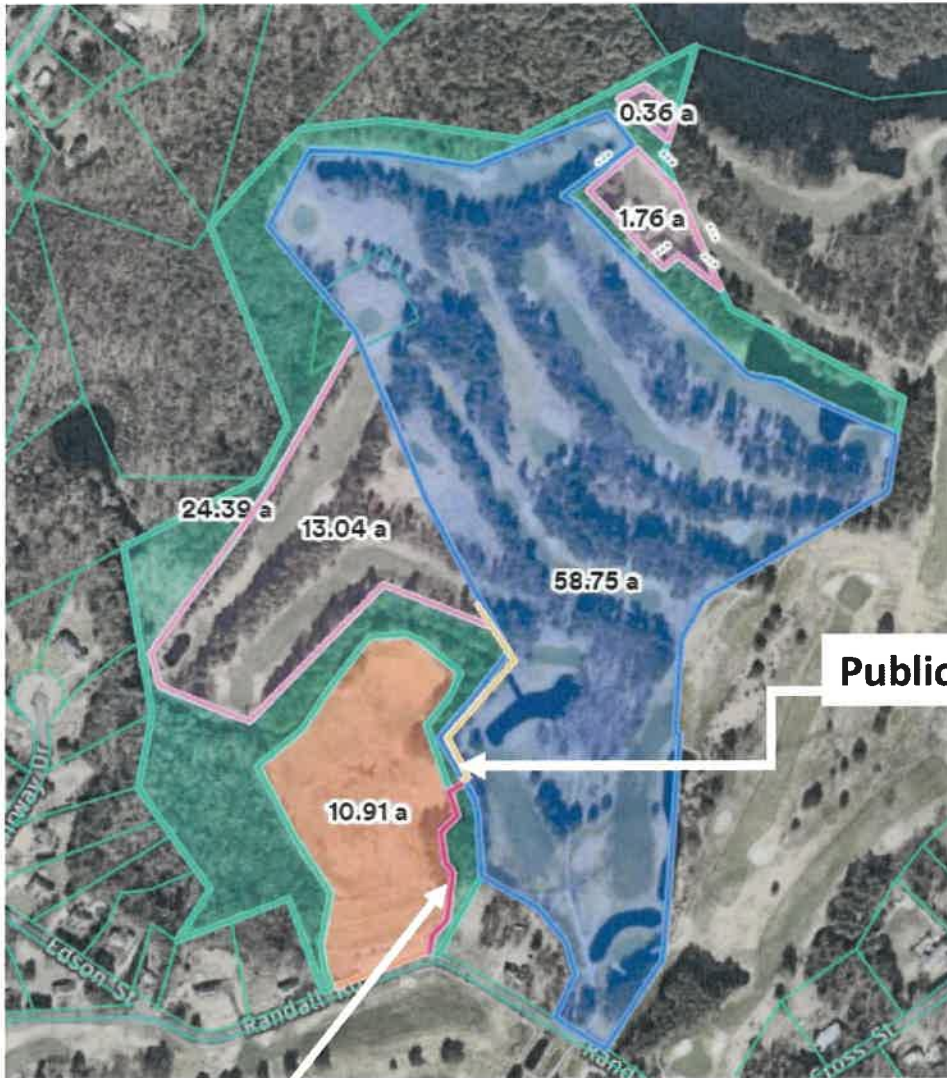
\_\_\_\_\_, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared Peter I. Brown, as Manager and Authorized Signatory of Stow Holdings LLC and, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Stow Holdings LLC, as the voluntary act of said limited liability company.

\_\_\_\_\_  
Notary Public  
My Commission Expires:




EXHIBIT A

SELLER OCCUPANCY PLAN DATED JUNE 14, 2022



Access Road

Public Access

-  "Golf Course Parcel"
-  "Driving Range Parcel"
-  "Additional Golf Holes Parcels" (3)



**Execute the Deed Acceptance  
for 0 Great Road**

## QUITCLAIM DEED

Habitech, Inc., a Massachusetts corporation with a usual place of business at 148 Park Street, North Reading, Middlesex County, Massachusetts, 01864 for consideration paid and in full consideration of less than One Hundred (\$100.00) Dollars, grants to the Town of Stow, a municipal corporation with a usual place of business at 380 Great Road, Stow, Middlesex County, Massachusetts, 01775

With QUITCLAIM COVENANTS

That certain parcel of land in Stow, Middlesex County, Massachusetts, being shown as Parcel A on a plan entitled, "Definitive Subdivision Plan of Land in Stow, Mass. For Habitech, Inc.", 148 Park Street, No. Reading, MA 01864, Scale: 1"=40', Revised 7/8/98, Bill Boston Survey, Inc., P.O. Box 384, West Groton, Mass. 01472, recorded with the Middlesex South District Registry of Deeds as Plan No. 1360 of 1998, and to which plan reference may be had for a more particular description of said Parcel A.

Said Parcel A contains 49,111 square feet of land, more or less, according to said plan.

Said Parcel A is conveyed together with the perpetual right and easement to pass and repass by foot only, over and upon that certain strip of land, ten (10') feet wide, running parallel with and adjacent to the westerly boundary line of Lot 3 on the aforesaid plan and being shown as "Pedestrian Walkway Easement" on the plan entitled, "Plan of Easement, Lane's End, Stow, Massachusetts", Prepared for: Habitech Inc., Date: August, 2002, by Acton Survey & Engineering, Inc., recorded with the Middlesex South District Registry of Deeds as Plan No. 783 of 2003, for the purpose of access, by foot only, from Lane's End to Great Road, as more particularly reserved in a deed from Habitech, Inc. to Gregory R. Bebernitz, et ux, dated August 15, 2003, recorded with said Deeds in Book 40509, Page 400.

Said Parcel A is conveyed subject to easements, rights, restrictions and agreements of record, if any there be, insofar as the same are now in force and applicable, including but not limited to the provisions of that certain deed from Habitech, Inc. to Gregory R. Bebernitz, et ux, dated August 15, 2003, recorded with said Deeds in Book 40509, Page 400.

Parcel A, Lanes End and Great Road, Stow, MA

Parcel A is being conveyed to the Town of Stow in accordance with that certain Decision and Certificate of Action of the Town of Stow Planning Board dated March 31, 2020, recorded with said Deeds in Book 81103, Page 119. ,

Being a portion of the premises conveyed to the Grantor by deed dated December 12, 1996, recorded with said Deeds in Book 26900, Page 543.

This conveyance does not constitute a transfer of all or substantially all of the assets of Habitech, Inc., and is made in the ordinary course of business.

[Signatures follow on next pages]

IN WITNESS WHEREOF, the said Habitech, Inc., has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by D. Bruce Wheeler, Vice President of Habitech, Inc. hereunto duly authorized this 22 day of December, 2022.

HABITECH, INC.

For Authority, See Vote  
recorded with the Middlesex South  
Registry of Deeds in Book 19599, Page 481

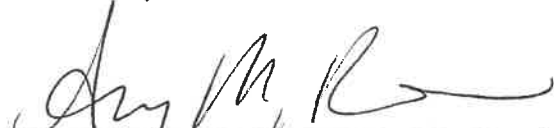
By   
D. Bruce Wheeler, Vice President

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

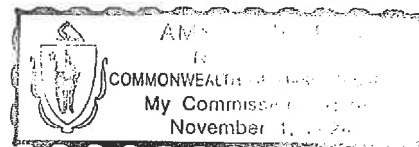
December 22, 2022

Then personally appeared before me, the undersigned notary public, D. Bruce Wheeler, Vice President as aforesaid, proved to me through satisfactory evidence of identification, which was a MA driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, as Vice President of Habitech, Inc., as aforesaid, for its stated purpose.



Notary Public

My Commission Expires:



Acceptance by Town of Stow

Pursuant to the vote taken under Article 50 of the May 22, 2021 Annual/~~Special~~ Town Meeting, a certified copy of which is attached hereto, the Town of Stow, acting by and through its Select Board, hereby accepts the aforesaid deed from Habitech, Inc.

Town of Stow,  
By its Select Board

\_\_\_\_\_  
Megan Birch-McMichael, Chair

\_\_\_\_\_  
Ellen S. Sturgis, Clerk

\_\_\_\_\_  
Cortni Frecha, Member

\_\_\_\_\_  
Ingeborg Hegemann Clark, Member

\_\_\_\_\_  
Hector Constantzos, Member

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

\_\_\_\_\_, 2023

Then personally appeared before me, the undersigned notary public, Megan Birch McMichael, member of the Town of Stow Select Board, as aforesaid, proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily, as aforesaid, for its stated purpose.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Authorize and Sign Bond  
Anticipation Note Renewal  
(PFAS)



54 Canal Street  
Suite 320  
Boston, MA 02114

617-619-4407 Direct  
617-619-4411 Fax

January 4, 2023

Brad Brightman, Treasurer/Collector  
Town Hall  
380 Great Road  
Stow, MA 01775

**Tess Murphy**

Tess.Murphy@hilltopsecurities.com

RE: \$290,000 General Obligation Bond Anticipation Notes

Dear Mr. Brightman:

Enclosed please find the documents we prepared for your borrowing. Please void out the next Note from your Book of Notes and enter that voided Note number on the Note and Clerk Certificate that we have prepared for you, where indicated. I have provided a copy of all the paperwork that you may retain for your records.

After the Note and paperwork have been signed and sealed, please upload the documents to the DOR Gateway for certification. The DOR's Note certification process has changed as of September 7, 2021. Should you have any questions regarding the new process, we will be happy to walk you through it.

Please ensure you have uploaded the following documents to the DOR Gateway no later than January 17<sup>th</sup> for the Note closing January 20, 2023:

1. **The Note** (enclosed, **to be signed by you as the Treasurer, a majority of the Board of Selectmen**, and signed and sealed by the Town Clerk)
2. Certified copy of the votes (not enclosed, must be provided by the Town)
3. **Completed Clerk Certificate** (enclosed, **to be signed by you as the Treasurer, a majority of the Board of Selectmen**, and signed and sealed by the Town Clerk)
4. Municipal Purpose Loan Worksheet (enclosed)

Once uploaded to the DOR Gateway, please send items 1-4 above to the following address, for guaranteed delivery by January 19<sup>th</sup>:

**Newburyport Bank  
Attention: Loan Servicing – Municipal  
21 Storey Avenue  
Newburyport, MA 01950**

Please note that we have also included a pre-stamped envelope addressed to the Hilltop Securities office at 54 Canal Street, Boston, MA for the following documents:

5. 8038-G IRS Forms (3 copies, enclosed, to be signed by you as the Treasurer)

Please call me at 617-619-4407 or Taylor Erickson at 617-619-4417 with any questions or concerns you may have.

Sincerely,

Tess Murphy

No. 653-1

The sum of 290,000 dollars 00 cents

\$290,000.00

COMMONWEALTH OF MASSACHUSETTS  
TOWN OF STOW  
GENERAL OBLIGATION BOND ANTICIPATION NOTE  
RENEWAL MONEY

COPY

Date of Issue: January 20, 2023

For value received, the inhabitants of the Town of Stow, Massachusetts by their Treasurer hereto duly authorized by Ch. 44, Section 7 of the Massachusetts General Laws, as amended, and duly authorized by a vote of said Town approved on July 11, 2020 and May 22, 2021, promise to pay to Newburyport Five Cents Savings Bank or order at Newburyport Five Cents Savings Bank the sum of

TWO HUNDRED NINETY THOUSAND DOLLARS  
(\$290,000.00)

COPY

on January 19, 2024 with interest at the rate of 4.62 per cent per annum, payable in full on maturity.

SIGN HERE

Countersigned and approved:

Treasurer

COPY

I certify that this note was countersigned and approved by the Selectmen in my presence

SIGN HERE

Town Clerk

Date

(Seal)

Selectmen and a majority thereof

COPY

Seal here

The Commonwealth of Massachusetts  
Department of Revenue, Boston

I hereby certify that this note appears to have been duly issued in accordance with the provisions of Chapter 44 of the Massachusetts General Laws per the attached Director of Accounts Approval Letter.

COPY

COPY



# The Commonwealth of Massachusetts Certificate of Town Clerk

Note Number(s): 653-1

COPY

## Town Treasurer's Record

### Town of Stow, MA

1. Date of Town Meetings Authorizing Loan July 11, 2020 & May 22, 2021
2. Purpose of Loan PFAS Remediation Expenses & Additional PFAS Remediation Expenses  
*Note: Attach a Municipal Purpose Loan Form for lines 1 to 7 for all multiple purpose loans.*
3. Total Amount of Loan Authorized See attached MPL
4. Amount of Previous New Issues of this Loan See attached MPL
5. Paydowns on this Issue (if required) See attached MPL
6. Amount of this Issue (Renewal Money) See attached MPL
7. Balance of this Loan Unissued See attached MPL  
*Note: Amount Authorized minus Previous New Issues minus This Issue (Renewal Money) equals Unissued Balance.*
8. Issue Date January 20, 2023 Date Due January 19, 2024
9. Payable to Newburyport Five Cents Savings Bank
10. Payable at Newburyport Five Cents Savings Bank
11. Rate of Interest 4.62% At Maturity  
(Annually, semi-annually or at maturity)
12. Signed by \_\_\_\_\_, Town Treasurer

COPY

TO THE DIRECTOR OF ACCOUNTS: THIS CONSTITUTES OUR AUTHORIZATION TO DELIVER THE NOTE(S), WHEN CERTIFIED, TO THE PURCHASER(S) SPECIFIED ON LINE 9 ABOVE.

COUNTERSIGNED AND APPROVED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Selectmen  
and a  
majority  
thereof

In the presence of: \_\_\_\_\_, Town Clerk  (complete right side)

(Revised: December 2003)

COPY

**MUNICIPAL PURPOSE LOAN**

**Town of Stow, Massachusetts**

**\$290,000** General Obligation Bond Anticipation Notes  
 Sale Date: 1/4/2023  
 Dated Date: 1/20/2023  
 Delivery Date: 1/20/2023  
 Due Date: 1/19/2024  
 Bank Qualified: Yes



Purpose	Vote Date(s)	Reference	Article Number	Amount Authorized	Previous Issues	Paydowns	Renewal This Issue	New This Issue	Total This Issue	Balance Unissued	Original Issue Date	Prorata Interest	Prorata Premium
PFAS Remediation Expenses	7/11/2020	Ch. 44, s. 7	60	\$250,000	\$150,000	\$100,000	\$150,000	\$0	\$150,000	\$0	1/21/2021	\$6,910.75	\$0.00
Additional PFAS Remediation Expenses	5/22/2021	Ch. 44, s. 7	57	\$175,000	\$140,000	\$35,000	\$140,000	\$0	\$140,000	\$0	1/21/2022	\$6,450.03	\$0.00
<b>Totals</b>				<b>\$425,000</b>	<b>\$290,000</b>	<b>\$135,000</b>	<b>\$290,000</b>	<b>\$0</b>	<b>\$290,000</b>	<b>\$0</b>		<b>\$13,360.78</b>	<b>\$0.00</b>

# Town of Stow, Massachusetts

## \$290,000 General Obligation Bond Anticipation Notes

**Sale Date:** 1/4/2023  
**Dated Date:** 1/20/2023  
**Delivery Date:** 1/20/2023  
**Due Date:** 1/19/2024  
**Days Per Year:** 360  
**Day Count:** 359  
**Bank Qualified:** Yes  
**Rating:** None



Bidder	Underwriter	Principal	Coupon Rate	Premium	Interest	Net Interest	NIC	Prorata Premium	Prorata Interest	Award	Reoffering Yield
Newburyport Five Cents Savings Bank		\$290,000	4.62%	\$0.00	\$13,360.78	\$13,360.78	4.6200%	\$0.00	\$13,360.78	\$290,000	NRO
<b>Award Totals</b>											
				\$0.00	\$13,360.78	\$13,360.78		\$0.00	\$13,360.78	\$290,000	

Weighted Average Net Interest Cost: 4.6200%

## Accept Donations:

- For the Fire Department - \$550
- For the Police Department - \$500
- For Animal Control - \$1,000



# Morgan Stanley

1300 Thames Street Wharf, 4th Floor  
Baltimore, MD 21231  
Attn: Banking and Cash Services



0000031 01 MB 0.512 01 TR 00001 MSDDNPL1



STOW FIRE DEPARTMENT  
511 GREAT ROAD  
STOW, MA 01775

Pursuant to client instructions, we have issued to you the attached check in the amount of \$500.00. Please direct any inquiries concerning this transaction to our Customer Interaction Center at 1-800-869-3326.

E  
000031 MSDDNPL1 000031  
S

Check Date:	12/22/22
Check Number:	300659773
Payable to:	STOW FIRE DEPARTMENT
Transaction Type:	Normal Distribution
Gross Amount:	\$500.00
Federal Tax Withholding:	\$0.00
State Tax Withholding:	\$0.00
Net Amount of Check:	\$500.00

Memo: Charitable Donation- Peter Rhoads

PLEASE DETACH AND RETAIN THIS PORTION FOR YOUR RECORDS

DO NOT ACCEPT THIS DOCUMENT UNLESS A BLUE AND BROWN SECURITY BACKGROUND IS PRESENT. THE BACK OF THIS DOCUMENT CONTAINS A HEAT SENSITIVE SECURITY STRIP.

## Morgan Stanley

Wells Fargo Bank, N A

300659773

1300 Thames Street Wharf, 4th Floor  
Baltimore, MD 21231  
Attn: Banking and Cash Services

86-156/31

MS ACCOUNT NUMBER:

DATE: 12/22/22

FROM AN ACCOUNT HOLDER OF MORGAN STANLEY

PAY FIVE HUNDRED DOLLARS AND 00 CENTS

\$ \*\*500.00

TO THE ORDER OF STOW FIRE DEPARTMENT  
511 GREAT ROAD  
STOW, MA 01775

Funds are Guaranteed

*Morgan Stanley Smith Barney LLC*  
VOID 180 DAYS AFTER ISSUE DATE

Memo: Charitable Donation- Peter Rhoads





# STOW FIRE DEPARTMENT

511 Great Road  
Stow, Massachusetts 01775  
Phone (978) 897-4537  
Fax (978) 461-1400  
Firechief@stow-ma.gov

**John P Benoit**  
Fire Chief

January 3, 2023


Received Donation

MARTHA A. CHIARCHIARO  
WILLIAM J. CHIARCHIARO II  
79 EDGEHILL RD.  
STOW, MA 01775

5-7017/2110

8056

DATE 12/27/22

PAY TO THE ORDER OF Stow Fire Department \$ 50.00  
Fifty 00/100 DOLLARS  Security Features Included. Details on Back.

**Citizens**

MEMO Donation Mar a Chiara MP



*Life Safety ~ First Priority*

*The Stow Fire Department is founded upon the core values of mutual trust, pride in service, integrity and diversity.*

# Morgan Stanley

1300 Thames Street Wharf, 4th Floor  
Baltimore, MD 21231  
Attn: Banking and Cash Services

0000030 01 MB 0.512 01 TR 00001 MSDDNPL1  
[Barcode]

STOW POLICE DEPARTMENT  
305 GREAT ROAD  
STOW, MA 01775

Pursuant to client instructions, we have issued to you the attached check in the amount of \$500.00. Please direct any inquiries concerning this transaction to our Customer Interaction Center at 1-800-869-3326.

Check Date: 12/22/22  
Check Number: 300659772  
Payable to: STOW POLICE DEPARTMENT  
Transaction Type: Normal Distribution  
Gross Amount: \$500.00  
Federal Tax Withholding: \$0.00  
State Tax Withholding: \$0.00  
Net Amount of Check: \$500.00

Memo: Charitable Donation- Peter Rhoads

PLEASE DETACH AND RETAIN THIS PORTION FOR YOUR RECORDS

DO NOT ACCEPT THIS DOCUMENT UNLESS A BLUE AND BROWN SECURITY BACKGROUND IS PRESENT. THE BACK OF THIS DOCUMENT CONTAINS A HEAT SENSITIVE SECURITY STRIP.

## Morgan Stanley

1300 Thames Street Wharf, 4th Floor  
Baltimore, MD 21231  
Attn: Banking and Cash Services

Wells Fargo Bank, N.A.

300659772

68-168/631

MS ACCOUNT NUMBER: [REDACTED]

DATE: 12/22/22

FROM AN ACCOUNT HOLDER OF MORGAN STANLEY

PAY FIVE HUNDRED DOLLARS AND 00 CENTS

\$ \*\*500.00

TO THE ORDER OF STOW POLICE DEPARTMENT  
305 GREAT ROAD  
STOW, MA 01775

Funds are Guaranteed

*Morgan Stanley Smith Barney LLC*  
VOID 180 DAYS AFTER ISSUE DATE

Memo: Charitable Donation- Peter Rhoads



# Morgan Stanley

1300 Thames Street Wharf, 4th Floor  
Baltimore, MD 21231  
Attn: Banking and Cash Services

0000024 01 MB 0.512 01 TR 00001 MSDDNPL1

STOW ANIMAL CONTROL  
305 GREAT ROAD  
STOW, MA 01775

Pursuant to client instructions, we have issued to you the attached check in the amount of \$1,000.00. Please direct any inquiries concerning this transaction to our Customer Interaction Center at 1-800-869-3326.

Check Date:	12/22/22
Check Number:	300659724
Payable to:	STOW ANIMAL CONTROL
Transaction Type:	Normal Distribution
Gross Amount:	\$1,000.00
Federal Tax Withholding:	\$0.00
State Tax Withholding:	\$0.00
Net Amount of Check:	\$1,000.00

Memo: Charitable Donation- Peter Rhoads

2455-50-510-48-48300-0000  
Acc gift acct.

PLEASE DETACH AND RETAIN THIS PORTION FOR YOUR RECORDS

DO NOT ACCEPT THIS DOCUMENT UNLESS A BLUE AND BROWN SECURITY BACKGROUND IS PRESENT. THE BACK OF THIS DOCUMENT CONTAINS A HEAT SENSITIVE SECURITY STRIP.

## Morgan Stanley

Wells Fargo Bank, N.A.

1300 Thames Street Wharf, 4th Floor  
Baltimore, MD 21231  
Attn: Banking and Cash Services

300659724

66-156/531

MS ACCOUNT NUMBER: [REDACTED]

DATE: 12/22/22

FROM AN ACCOUNT HOLDER OF MORGAN STANLEY

PAY ONE THOUSAND DOLLARS AND 00 CENTS

\$ 1,000.00

TO THE ORDER OF STOW ANIMAL CONTROL  
305 GREAT ROAD  
STOW, MA 01775

Funds are Guaranteed

*Morgan Stanley Smith Barney LLC*

VOID 180 DAYS AFTER ISSUE DATE

Memo: Charitable Donation- Peter Rhoads





# MINUTES

Select Board Meeting Minutes  
Tuesday, December 13, 2022  
Stow Town Building & Zoom

Present in the Warren Room: Megan Birch-McMichael, Ellen Sturgis, Cortni Frecha, Ingeborg Hegemann Clark, Hector Constantzos, and Town Administrator Denise Dembkoski

Chair Birch-McMichael called the meeting to order at 7 p.m. and noted that the meeting is being recorded and will be on Stow TV. This is the last meeting of 2022. Participants via Zoom are to use the “hands up” function for public comment, which is limited to items not on the agenda.

**Public Comment** – none.

**Appointments**

Brian Hatch to the position of Acting Highway Superintendent

As previously announced, Highway Superintendent Steve Nadeau is retiring in January, but he will be on vacation as of this Friday until his retirement. For continuity of service Assistant Superintendent Brian Hatch is being recommended as the Acting Superintendent until Mr. Nadeau’s actual retirement. The plan is to make Mr. Hatch the Interim Superintendent next month.

Brian Hatch was present via Zoom and said he appreciates the opportunity and has served in this role once before. He has been with the town for 26 years and will do what needs to be done for the town. After the unanimous vote, Mr. Hatch thanked the Board for their support.

*Board member Constantzos moved to appoint Brian Hatch as Acting Highway Superintendent effective December 17, 2022 and until a permanent Highway Superintendent has been hired.*

*Board member Frecha seconded the motion and it passed unanimously.*

Debie Maher and Charles Streff to the Stow Cultural Council

*Board member Constantzos moved to reappoint Debie Maher to the Stow Cultural Council for the remainder of a three-year term expiring June 30, 2025.*

*Board member Frecha seconded the motion and it passed unanimously.*

*Board member Constantzos moved to reappoint Charles Streff to the Stow Cultural Council for the remainder of a three-year term expiring June 30, 2025.*

*Board member Frecha seconded the motion and it passed unanimously.*

Mark Dexter to the Recreation Commission

Mark Dexter was present via Zoom and said he wants an opportunity to give back to the town and feels that this is a good fit for him. He is from a small town and is a former soccer coach. He said his family heard about Camp Stow before they moved to town last year and they enrolled the children immediately because the camp’s reputation was so good.

*Board member Constantzos moved to appoint Mark Dexter to the Recreation Commission to serve the remainder of a one-year term expiring June 30, 2023.*

*Board member Frecha seconded the motion and it passed unanimously.*

### **Litigation Update with Attorney William Hewig**

Attorney Hewig gave a year-end review and an update on four active litigation cases. Most of the litigation involves zoning or Board of Health appeals where they mainly take a passive role. Active cases are:

In *Perisho v. the Stow Board of Health/Habitat*, the abutters appealed the September 2021 summary judgment motion which the court had granted. The case is in appeals court and appeal briefs are due in February 2023.

*Town of Stow v. Howard Stein-Hudson Associates (HSH)* is the big piece of litigation and is an active case going back a number of years. There is a pre-trial conference ordered for March 2023. Their hope is that this goes to mediation and an award is made to the town that would be satisfactory and would sufficiently represent the losses. The value of the claim is \$1 million.

*Fisher v. Stow Zoning Board of Appeals* is a zoning case that is back in land court. The town does not have an interest in either party, but they are involved because the zoning board made the decision.

*Black Oak Builders, LLC v. Stow Planning Board* is an appeal of the Planning Board's decision granting an Erosion Control Special Permit and Site Plan Approval. There is very little activity in this case to date.

Pending non-litigation legal matters: Stow Acres (North) acquisition; 33 Elm Ridge Road (Affordable Housing Unit); Great Road property donation; and the dissolution of the Housing Authority. Spring Hill Estates and the Lake Boon dam removal project are two pending enforcement actions.

Recently closed cases: *Collings Foundation et al v. Stow Zoning Board of Appeals*; the *Habitat for Humanity Project* (2 cases); and the *Plantation I and II Project* (4 cases).

Other projects and reviews: Regional Police Task Force Policy; Uber Vendor Services Agreement; Board and Committee Code of Conduct; and the Library Design Services Contract.

### **Joint Board Meeting with the Planning Board**

Planning Board Chair Lori Clark was present via Zoom, and discussed a proposed change that the Planning Board sent to the Charter Review Committee (CRC). The Planning Board would like Section 3.2 (b)(3) of the Charter removed because the statement that the Select Board is responsible for "the maintenance and revision of any master plan developed" conflicts with MA General Law (MGL) Chapter 41, Section 81D. Ms. Clark clarified that the Planning Board is not saying that the Select Board input into the master plan is not valuable.

Debbie Woods was present via Zoom. Ms. Woods clarified that any comments she makes here is as the Chair of the CRC, not as an associate member of the Planning Board. The CRC's question is "What language do you want?" The hope is that these two boards will come up with a single request.

The Board discussed Section 3.2(b)(3) being removed from the powers and duties, and then Section 7.7(c) is where the shared responsibilities would remain and where the joint collaboration is identified. The Board discussed retaining the appointing authority versus a joint appointment.

*Board member Hegemann moved that the Select Board take the Planning Board's recommendation to remove the sentence about the Select Board being responsible for the maintenance and revision of any master plan developed [Charter Section 3.2(b)(3)], and while the Planning Board is the local body with*

*statutory authority to create and approve comprehensive plans, any revisions shall be coordinated with the Select Board.*

*Board member Frecha seconded the motion and it passed 4-0-1, with Ms. Sturgis abstaining.*

Planning Board Chair Clark asked that if the Select Board is to remain the appointing authority for a master plan committee, that they add in language that states they would coordinate or at least get input from the Planning Board. Chair Birch-McMichael asked for a motion that the Select Board remains the appointing authority, and includes added language for consultation and coordination with the Planning Board. A Board member said, and the others agreed, that this is for Section 3.2(d).

*Board member Hegemann moved that there be language included to have consultation and coordination with the Planning Board. Board member Frecha seconded the motion.*

The Select Board began to vote, until Ms. Dembkoski asked for clarification on the correct section of the Charter. The correct section for appointments to a master plan committee is 7.7(c), not 3.2(d).

*Board member Constantzos moved that the Select Board ask the Charter Review Committee to revise Section 7.7(c) to add wording that the Select Board coordinate with the Planning Board for the appointments for the appointed positions.*

*Ms. Hegemann seconded the motion and it passed unanimously.*

The additional agenda topics of “Comprehensive Plan Timeline and Responsibilities” and “Town Meeting Warrant Articles/General Workplan Priorities” have been postponed until the Select Board meeting on January 10, 2023. The Planning Board memo addressed to the Select Board regarding Planning Board Updates will be added to the January 10, 2023 agenda.

### **Economic Development & Industrial Commission (EDIC) Mission Statement - continued**

Planning Director Valerie Oorthuys submitted, on behalf of the Planning Board, some minor edits to the mission statement which were more grammatical corrections than changes. Once the mission statement is approved, the next step will be creating goals for the EDIC. The Select Board has discussed EDIC goals at prior meetings, and the Planning Board brainstormed some goals which were included in Ms. Oorthuys’ memo. Ms. Sturgis noted that the EDIC has been focused on Lower Village and there are other business areas in town, and that they should report to the Select Board who have the ‘big picture’ view. Ms. Dembkoski said there has been a blurred line because the EDIC had assistance from Planning Board staff and the Planning Board has been driving some of the Lower Village conversation, and so the EDIC felt that they answer to the Planning Board.

The EDIC should gather information and be a liaison; they do not have the authority to present and promise things to businesses. They should be advocates for business owners while balancing the best interests of the Town. For example, they can advocate for a bylaw change if it would be beneficial to the business and the Town, but they are not decision makers. Ms. Frecha said that the reporting structure is not clear in the statement. The Board further discussed, and agreed that, the reporting structure should not be in the mission statement. By virtue of the fact that the Select Board is the appointing authority, the EDIC reports to the Select Board.

Chair Birch-McMichael said that the second sentence needs an “I” in the acronym to make it “EDIC”.

*Board member Constantzos moved to approve the mission statement for the EDIC, based on the jointly crafted version discussed at this meeting, with the change that the Select Board has proposed. Board member Frecha seconded the motion, and it passed unanimously.*

### **Board Member Comments**

Ms. Sturgis said the Randall Library is having a \$2 a book sale, and they are not taking any more books. Mr. Constantzos reminded everyone of the NASJA Light in the Darkness lantern workshop on December 21 at 5 p.m. at the Randall Library.

### **Town Administrator (TA) Report**

- As of December 8, there are 6 positive COVID-19 cases in town which is a 4.05% positivity rate. There are at-home tests available at Town Building, and the supply will be replenished at the COA and the library soon.
- The state certified our FY23 tax rate at \$18.13 per thousand. Bills will be mailed out soon.
- The Traffic Safety Advisory Committee (TSAC) met last week and a number of Gleasondale residents were in attendance. The TSAC is putting forward two pilot programs to address the traffic on Marlboro Road. With the funding that the Select Board approved through ARPA for traffic safety, the TSAC was able to purchase a new traffic counter. This has been used to collect data without any new measures in the area, and the next steps are to collect data for pilot program one, then two. The TSAC will meet with the neighborhood again, then come before the Select Board with a permanent traffic recommendation. This is a way of addressing some of the truck traffic on Marlboro Road in town without having to go through the required joint town approval process with Hudson.
- The TA is on a MWRA (MA Water Resources Authority) task force that is undertaking a feasibility study of expanding into the Metro West area. Stow is the only town on the task force that is a fully private well community. Maynard is hoping to join the MWRA, which could benefit Stow, but it will be at least 10 years before the MWRA brings water into the area. This is hypothetical but the TA wanted everyone to be aware that there are conversations happening about this topic.
- The annual wreath laying at Brookside Cemetery is Sunday, December 18 at 12 noon. Plain wreaths can be donated and left at 453 Great Road. Residents are encouraged to join the ceremony.
- The TA thanked and recognized the police department for the Opioid Awareness Panel last week. We received money from the National Opioid Settlement and part of receiving those funds is to invest in prevention, treatment, and education. This is the first of many forums that will be held.
- The TA thanked the fire department for giving a lesson on how to use Narcan. We will be installing Narcan in all town buildings in alarmed boxes near the defibrillators.

### **Stow Acres Project Gift Account**

Ms. Demboski said we are scheduled to close on Stow Acres on January 13, 2023. Stow Conservation Trust is partnering with us and the gift account would allow us to take in the funds and pay them out as part of the closing.

*Board member Constantzos moved to open a gift account for the Stow Acres Project and accept up to \$100,000 in donations from the Stow Conservation Trust to be deposited in said account. Board member Frecha seconded the motion and it passed unanimously.*

### **2023 Liquor License Renewals**

Ms. Sturgis asked about the Select Board's requirement of having managers TIPS certified. This has been requested from all of the license holders and the office should have all certifications by the end of the year. Ms. Demboski said that many of our license holders are seasonal businesses and we have requested TIPS certification from the managers of those locations, and when staff returns in the spring the businesses will turn in the required certifications. The Board had voted at the beginning of the year to require certification from the manager and from any employees who sell alcohol.

Ms. Sturgis asked about the box on the ABCC form that asks for information if a premise is not open for business; Stowaway has been closed for several years. The Board will have the office ask Stowaway what their plans are going forward.

*Board member Constantzos moved to renew the Town's 2023 Liquor Licenses for the following businesses, provided all taxes have been paid and all necessary documents have been received, and for all on-premises licensees, an inspection by the Fire Department/Building Commissioner has been completed and signed:*

- *29 Culinary LLC d/b/a Nan's Market, 271 Great Road, Package Store, Wine & Malt;*
- *AL & BC Inc., 8 Hudson Street, Package Store, All Alcohol;*
- *Honey Pot Hill Orchards LLC, 138 Sudbury Road, Farmer Winery Pouring Permit & Common Victualer;*
- *J. Melone & Sons d/b/a Stowaway Golf, 121 White Pond Road, On Premises Wine & Malt*
- *J. Salamone Enterprises, Inc. d/b/a Russell's Convenience Store of Stow, 390 Great Road, Package Store Wine & Malt;*
- *Nickrosz Spirits, Inc. d/b/a Colonial Spirits of Stow, 117 Great Road – Package Store – All Alcohol;*
- *Red River Rock, Inc. d/b/a Red Ginger Restaurant, 117 Great Road - On-Premises – All Alcohol;*
- *Robert Page III LLC d/b/a Butternut Farm Golf Club, 115 Wheeler Road – On-Premises – All Alcohol;*
- *Stow Food & Beverage LLC d/b/a Stow Acres Country Club, 58 Randall Road – On-Premises – All Alcohol;*
- *The Air Field Café, Inc. d/b/a Nancy's Air Field Café, 302 Boxboro Road - On-Premises – All Alcohol;*
- *Wedgewood Country Club of Stow Inc. d/b/a Wedgewood Pines Country Club, 215 Harvard Road - On-Premises – All Alcohol*

*Board member Frecha seconded the motion and it passed unanimously.*

### **2023 Class II License Renewal**

*Board member Constantzos moved to renew the Town's Class II Licenses for the following businesses for 2023, provided all taxes have been paid and all necessary documents received:*

*Great Road Fuels, 368 Great Road*

*Board member Frecha seconded the motion and it passed unanimously.*

### **2023 Common Victualer License Renewal**

*Board member Constantzos moved to renew the Town's Common Victualer Licenses for the following businesses for 2023, provided all taxes have been paid and all necessary documents received:*

*Stow Café, 118 Great Road*

*Board member Frecha seconded the motion and it passed unanimously.*

### **Meeting Minutes**

*Board member Constantzos moved to accept the meeting minutes of the November 15, 2022 meeting.*

*Board member Frecha seconded the motion and it passed unanimously.*

*Board member Constantzos moved to accept the meeting minutes of the November 22, 2022 meeting as drafted. Board member Frecha seconded the motion and it passed unanimously.*

### **Correspondence**

Ms. Hegemann asked about the email requesting textile bins and asked what needs to be done. Ms. Dembkoski said this falls under the Board of Health and that bins had been removed in town because they became dumping grounds. Ms. Dembkoski thinks the BOH is not in favor of bringing a bin back to town, and she has spoken with Cyndie Colosi in the BOH office about having a designated day, perhaps quarterly, where we would facilitate a collection. Regulations are still being fine-tuned about textiles.

Chair Birch-McMichael will attend the Eagle Scout Court of Honor on Sunday, January 15, 2023.

Ms. Frecha asked about the letter from the Gleasondale Village Steering Committee. Ms. Dembkoski said the office advised them it falls under the Traffic Safety Advisory Committee (TSAC), and most of the members of the steering committee were at the recent TSAC meeting.

The Board will put the topic of Anti-Hate Statements on a future agenda.

The Stow Green Advisory Committee (SGAC) information in the correspondence is in preparation for when the SGAC comes before the Select Board at a January meeting.

### **Adjournment**

*At 9 p.m. Board member Constantzos moved to adjourn. Board member Frecha 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.*