

AGENDA
SELECT BOARD
February 13, 2024
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. Town Administrator's Report
4. Appointments
 - Nick Whalen to the position of Equipment Operator for the Highway Department
 - Jamie Higgins to the position of Laborer for the Highway Department
 - Stacen Goldman to the Town Hall Building Re-Use Committee through June 30, 2025
 - Jonathan Daisy to the Town Hall Building Re-Use Committee through June 30, 2025
5. Discussion and Possible Vote
 - 2024 Annual Election Discussion
 - Slate of Candidates
 - Review & Approve Select Board 2023 Annual Report
 - Dissolve the Gleasondale Local Historic District Study Committee
 - Approve the Conservation Restriction on Hallock Point
 - Request for endorsement of the Small Town Administrators of MA (STAM) legislative priorities
6. Meeting minutes
 - January 23, 2024
7. Board Correspondence & Updates
8. Adjournment

Correspondence Received:

Draft Climate Action Plan review

2/8/24 Update on 238 West Acton Road

1/22/24 from Dan Tereau; Regarding Lake Boon

1/25/24 from Maureen Mazzone; NRSD Audit Advisory – FY22 Audit Summary

1/30/24 from Laurie Elliott/Minuteman; Preliminary Assessments

1/30/24 from Gary Bernklow; Trailer Request for Stow Scouts at Pompositticut Community Center

1/31/24 from Kate West; Boy Scouts Use of Land

1/23/24 from Board of Appeals; Notice of Public Hearing 2/5/24 – 110 Adams Drive

1/30/24 from Planning Department; Planning Board Notice of Decision – 108 and 118 Great Road

2/5/24 from Niall Connors of Verizon; LFA Notice – Longhorn Network

2/7/24 from Kerry Morris of Comcast/Xfinity; Form 500 & Annual Notice Filing

Posted Friday, 2/9/2024
10:20 a.m.

APPOINTMENTS

Nick Whalen
to the position of Equipment Operator
for the Highway Department



Town of Stow
Office of the
Town Administrator

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

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

I am pleased to recommend Nick Whalen to the position of full-time Equipment Operator in the Highway Department. Nick worked for the town from 2020 to 2022, leaving for a brief time to explore other opportunities and gain experience as an Equipment Operator in another town. We rehired him last September as a Driver/Laborer. The Equipment Operator position has since opened up and while there were two excellent internal candidates, Nick has the operator experience that matches this position. He is a hard worker, has a positive attitude, and is very passionate about his job.

Nick has a strong knowledge of equipment operations and the safety aspects that go along with that.

I respectfully ask for your ratification of the recommendation.

Respectfully submitted,

Denise M Dembkoski

Jamie Higgins
to the position of Laborer for the
Highway Department



Denise M. Dembko
Town Administrator
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 Jamie Higgins to the position of full-time Highway Laborer. Jamie has worked for the Town's facilities department for the last several years. During his time here, he has shown tremendous growth. Over the years, Jamie has stepped up to fill in hours whenever the department was short staffed. Jamie is a hard worker and always handles his tasks with a pleasant demeanor and positive attitude.

The expectation would be that once he receives his CDL, he would be promoted to a Laborer/Driver.

Jamie is eager to learn about public works, and I think he will fit in well with the crew. He is excited about this position and looks forward to establishing a career with this opportunity. I respectfully ask for your ratification of the recommendation.

Respectfully submitted,

**Stacen Goldman
Jonathan Daisy**

**to the Town Hall Building Re-Use
Committee through June 30, 2025**



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

Town of Stow
Office of the
Town Administrator

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

I would like to recommend Stacen Goldman and Jonathan Daisy to the Town Hall Building Re-Use Committee. Both residents will bring a unique and thoughtful perspective to the committee. Their backgrounds and knowledge of the town and town hall will make them great assets on this Committee and I respectfully ask for your ratification of the recommendation.

Respectfully submitted,

Denise M Dembkoski

Joyce Sampson

From: Stow MA via Stow MA <cmsmailer@civicplus.com>
Sent: Wednesday, January 17, 2024 3:36 PM
To: selectboard
Subject: Form submission from: Board and Committee Volunteer Application

Submitted on Wednesday, January 17, 2024 - 3:35pm
Submitted by anonymous user:
Submitted values are:

Today's Date: January 17, 2024

Title:
First Name: Stacen
Last Name: Goldman
Street Address:
Address Line 2:
Email Address:
Telephone Number:
Are you a Registered Voter in the Town of Stow? Yes
Which vacancy are you applying for? Town Hall re-use committee
Have you attended any meetings of this committee? No
Experience: I am currently a member of Stow Historical Commission. I have a BA and an MA in History and have over a decade of experience working in Historic Preservation and History Museums. I have served as the Executive Director of a Historical Preservation-focused historical society, and have worked for the Framingham History Center, which is the steward of Framingham's Historic Village Hall, a similar building to Stow's Town Hall.
Goals: I hope to help the town develop a vision for the future of this important historic structure, and to play my part in making a place that truly serves members of the town.
Share:
Upload resume for further information (optional):

The results of this submission may be viewed at:
<https://www.stow-ma.gov/node/161266/submission/6406>

Joyce Sampson

From: stowma via stowma <cmsmailer@civicplus.com>
Sent: Tuesday, February 6, 2024 6:48 AM
To: selectboard
Subject: Form submission from: Board and Committee Volunteer Application

Submitted on Tuesday, February 6, 2024 - 6:47am

Submitted by anonymous user: 

Submitted values are:

Today's Date: February 6, 2024

Title:

First Name: Jonathan

Last Name: Daisy

Street Address: [REDACTED]

Address Line 2:

Email Address: [REDACTED]

Telephone Number:

Are you a Registered Voter in the Town of Stow? Yes

Which vacancy are you applying for? Town Hall Building Reuse Committee

Have you attended any meetings of this committee? No

Experience: I'm a resident of Stow for over 25 years and have had numerous experiences within the building, as a citizen as well as in my duties as the director of Stow TV. I'm very familiar with the layout of the space and the many ways it's been used.

Goals: To learn about the possible uses for an old historical town building, and the ways it can be preserved as well as altered to serve the town in what will hopefully be many different ways, for many different people and groups.

Share: I admit to seeing the space as possibly useful to Stow TV, as a potential studio and performance space that is very well laid out in its' current state for that purpose. But I'm open to seeing all options, including a possible museum and even being replaced entirely.

Upload resume for further information (optional):

The results of this submission may be viewed at:

<https://www.stow-ma.gov/node/161266/submission/6546>



Town of Stow

Select Board

380 Great Road
Stow, MA 01775

Tel: 978-897-4515

selectboard@stow-ma.gov

Town Hall Building Reuse Committee

Created January 9, 2024

Appointing Authority:	Select Board
Number of Voting Members:	Seven (7)
Non-Voting Ex-Officio:	Town Administrator or designee
Non-Voting Associates:	No more than three (3)
Term:	Through June 30, 2025

Voting Composition:

One (1) Member of the Select Board
One (1) Member of the Finance Committee
Residents At-Large (5)

Purpose:

The purpose of this committee is to consider a comprehensive analysis of potential re-uses for the historic Town Hall at 375 Great Road. The analysis should include future uses by the municipality, including possible rental opportunities, as well as the potential benefits of disposing of the property. The Committee will provide a comprehensive recommendation to the Select Board for its consideration.

Charge:

The Committee shall conduct a municipal needs assessment and develop a conceptual plan for reuse of the building. The committee shall also conduct a market- analysis of the property.

The Committee shall actively seek the input and advice of various Stow Boards, Committees and Department Heads as it considers proposing future uses for these facilities.

The Committee shall evaluate and consider adaptive reuse plans by peer communities as templates as it considers proposing future uses for the facility.

The Committee shall engage the public and solicit public input. Public participation could be in the form of an electronic public survey, stakeholder interviews, and public forums.

Working through the Town Administrator's Office, the Committee may engage the advice and counsel of professional advisors as needed.

The committee shall issue a written report to the Select Board by December 1, 2024, if practicable.

Application: The Select Board will accept applications until the positions are filled.

If you are interested, please use the application form on the Town of Stow website (www.stow-ma.gov), found on the Board and Committee Vacancies page. Questions may be directed to the Select Board office at selectboard@stow-ma.gov or by calling 978-897-4515.

Posted January 11, 2024

DISCUSSION & POSSIBLE VOTE

2024 Annual Election Discussion

Slate of Candidates

Stow Annual Election 2024 –

The following offices to be elected at the annual town election on Saturday, May 18, 2024, at Center School, 403 Great Road, from 10 a.m. – 4 p.m.:

Select Board: Two - three year terms

Board of Assessors: One - three year term

Board of Health: One - three year term

Nashoba Regional School District Committee: One - three year term

Stow Housing Authority: One- five year term

Randall Library Trustee: Two - three year terms

Planning Board: One – five year term

Review & Approve Select Board 2023 Annual Report

Select Board Draft 2023 Annual Report

The Stow Select Board is comprised of five volunteer members who have been elected by their fellow townspeople. In Stow, it serves as the chief executive officer of the town, and its chief policymaking agency, keeping the will of the voters and the overall good of the town first and foremost. The Board meets regularly on the second and fourth Tuesdays each month, and meetings are open to all interested citizens. Meetings are broadcast on the town's community cable channels and the Stow TV YouTube channel, and have been available via Zoom since the onset of the COVID 19 pandemic. Townspeople are encouraged to follow the Board's work on the town's behalf and stay informed about the many important issues affecting Stow and its many neighborhoods. The Select Board is committed to providing transparency, engagement and respectful debate in all its dealings for and with residents and individuals coming before the Board.

In January, Select Board members Hector Constantzos, Cortni Frecha, Ingeborg Hegemann, Ellen Sturgis, and Chair Megan Birch-McMichael resumed meetings after a holiday break, but later that month, Ellen Sturgis tendered her resignation, to be effective in May. At the Annual Town Election, John "JT" Toole was elected to serve the remaining year of her three-year term, and Megan Birch-McMichael was re-elected for a second term. At the re-organization meeting, Cortni Frecha was voted in as Chair for the year ahead.

Though the Board concerned itself with many of the usual tasks – setting a date for Annual Town Meeting and opening the warrant among others- the new year seemed to bring with it a sense of change and re-evaluation, as people sought to establish a "new normal" after the rigors of the Covid 19 pandemic, and several new major projects for the town appeared on the horizon. As if underscoring this theme, the Board appointed members to the Master/Comprehensive Planning Committee, established to review, consider, and envision the long-term physical development of Stow.

The first of the proposed projects, a re-design of the Hudson Road/route 117 intersection, involved a joint boards meeting of the Select Board and the Planning Board in January. Members heard the details of three proposed options and voted to support the one calling for installation of a traffic light at the intersection with a "lead green" phase but no designated left turn lane for westbound traffic. While this project unfortunately did not receive funding in 2023, the Town plans to reapply for state funding in 2024.

The Select Board also held a special meeting in January to hear a presentation by the engineering firm Weston & Sampson for the reconstruction of the Lake Boon Dam. Several deficiencies of the dam were identified in 2017, and this two-phase plan aims to improve the structure and safety of the dam. Phase I construction was slated to begin in December 2023, but has had to be delayed until 2024.

Another development early in the year was the completion of the second phase of the Stow Acres Country Club land acquisition. This purchase of 109 acres, strongly supported by the Select Board, is part of a larger, comprehensive project initiated in 2020 to create housing, open space, and recreation options that align with Stow's priorities as a community. In October, the Select Board granted a permit for a Fall Festival at Stow Acres, coordinated by the Conservation and

Recreation departments to acquaint residents with the property and stimulate suggestions for recreational uses.

Following its approval at the 2022 Annual Town Meeting, the Randall Library building renovation project also seemed to be picking up steam as the year began, with additional appointments to the design and planning committees made by the Select Board, and an Owner's Project Manager and designer in place. However, as the year went on, increased construction costs and higher-than-expected bids made it necessary for the project to request additional funding at a Special Town Meeting in September. In anticipation of starting the renovation, the Library moved its operations to the basement of the Town Building in October. Library services were maintained even as the planning committees continued to review and revise building plans, in hopes of reducing costs without jeopardizing the overall scope of the project.

However, the project of greatest impact to the town, and its regional school partners Bolton and Lancaster, came in the form of the school district's request to build a new Nashoba Regional High School. The impetus for this project began in 2018 with the school district's statement of interest to the Massachusetts School Building Authority (MSBA) to conduct a feasibility study to repair, renovate, or replace the 60-plus year-old high school. With MSBA approval in 2019, the district conducted the feasibility study, which concluded that the best option was to build a new high school. In March of this year, the Select Board heard a building project update from Supt. Kirk Downing, and at special town meetings in September, all three towns voted to approve the borrowing necessary to fund the \$241,714,926 project, of which Stow's share is \$62,199,293.

In October, the Traffic Safety Advisory Committee asked the Board to support a change to the traffic pattern for Common Road, using input from a public hearing. The Board voted in favor of the recommendation to change Common Road to a one-way street westbound, west of the intersection with 117 but still allowing two-way traffic at the easternmost entrance to the First Parish Church parking area. This change will go into effect when Randall Library is reopened.

Bearing these projects in mind as they discussed goals and a workplan for the year ahead, the Select Board identified the need to work with the town to anticipate and manage large projects so residents aren't taken by surprise. With so many changes in progress, the need to reassess or recalibrate "What is Stow" formed a central point of discussion.

The theme of change continued with the opening of two new local businesses this year. The DDK Coffee Shop opened on the corner of Hudson Road and 117, in place of the Mug & Muffin. And at Minute Man Airfield, Fourth & Field restaurant and bar opened in the fall, replacing Nancy McPherson's longstanding Air Field Café. Both establishments were welcomed to the business community in town.

The Board received its annual visit from Sen. Jamie Eldridge and Rep. Kate Hogan in April this year. The two legislators gave an overview of state budget features and funding for fiscal 2024, highlighting a 7% increase in Chapter 70 funds for Nashoba, and a 2% unrestricted increase for Stow. Rep. Hogan cited other funds secured for particular projects, including \$100,000 for PFAS, \$300,000 for six of 11 cisterns, with commitment for the remainder, \$500,000 for Stow

Acres, and \$75,000 for the Wheeler Road bridge. The Board thanked both legislators for all their efforts on behalf of Stow during the year.

In June the Town was able to settle a lawsuit begun in 2019 against Howard Stein Hudson over Lower Village reconstruction. The Town was awarded more than \$1 million in the settlement, which was facilitated by Town Administrator Denise Dembkoski. In other business, the Select Board continued the review of policies with the objective of streamlining and updating procedures. At various times, the Board approved a Buy Recycled Policy, a Flag Policy, a Proclamation Policy, and a number of Personnel policies for employees. The Board also voted to approve a Code of Conduct for boards and committees which was circulated to all Town board and committee members. In addition, they approved a Municipal Fossil Fuel Policy put forth by the Stow Green Advisory Committee, to establish a preference for fossil-free design for new and renovated buildings. And, after soliciting input from residents, the Board approved Anti-Hate and Anti-Racism statements for the Town.

With public safety in mind, the Select Board approved the installation of fire protection cisterns at three locations in town to provide reliable sources of water for firefighting. These installations were supported by American Rescue Plan Act (ARPA) funding, secured through the state and the efforts of Rep. Kate Hogan.

Public health and safety were also in focus when the Select Board accepted a gift of ten Narcan cabinets from the Stow Community Chest. These cabinets were to be installed in municipal buildings to supplement other emergency equipment.

During the year, the Board took time for numerous recognitions, starting with Black History Month in February and World Wetlands Day February 2. They went on to recognize March as Women's History Month and April as National Arab American History Month. Also in April, autism awareness was highlighted with "Light It Up Blue" at the Pompositticut Community Center. In addition, the Board approved a proclamation in observance of National Library Week from April 23-29. May was noted as Mental Health Awareness Month and Asian American, Native Hawaiian and Pacific Islander Heritage Month. May was also recognized as Jewish-American Heritage Month, and the Board voted to adopt the International Holocaust Remembrance Alliance (IHRA) definition of antisemitism for the Town of Stow. National Hispanic Heritage Month was recognized from September 15-October 15, and National Friends of Libraries Week from October 15-21, honoring the local nonprofit service group Randall Library Friends Association for their work in the community. November was recognized as Native American Heritage Month.

A number of individuals received recognition during the year as well. Two Eagle Scouts were congratulated and commended for their achievements and contributions to the community. In May, the Board noted the retirement of Lt. Darren Thraen, after 31 years of service in the Stow Police Department. Lt. Thraen was thanked for his dedication to the town and its residents throughout his career. In August, the Board joined other local and state officials in honoring two Stow residents for their heroic actions when an airplane came down in their yard near Minute Man Airfield. Tye and Julie Morancy were commended for assisting the pilot and passengers

prior to the arrival of public safety responders. The Morancys received recognitions from the Police and Fire Departments as well as the Select Board, and were presented with a Massachusetts House of Representatives Citation from Rep. Kate Hogan. As the year closed, the Board acknowledged and expressed appreciation for residents who passed away during the year who had been volunteers for the town: Edward A. Brown, Ronald A. Hill, Gerald A. Horne, Richard A. Mortenson, Michael G. Rosenbaum, James V. Sauta, Clifton C. Smith, Constance G. Schwarzkopf, Edmund G. Tarnuzzer, Jr., and C. Anthony “Tony” Todesco.

On a positive note, in June the Board appointed Kellie Barhight to serve as Police Lieutenant following the retirement of Lt. Darren Thraen. With more than 20 years in law enforcement and a thorough knowledge of police procedures, Kellie arrived with great enthusiasm and willingness to support her new colleagues and the town of Stow.

In August, Brian Hatch was promoted to Superintendent of Streets, after serving in the Highway Department for 26 years and as Acting Superintendent since January. His knowledge, experience, and dedication will all contribute to stability of operations in the department.

In reviewing another year of Town Administrator Denise Dembkoski’s leadership, the Board expressed appreciation for her ability to look at the whole problem – “the big picture” – and present multiple solutions to complex issues, with both positives and negatives for each option, to help the Board in their decisionmaking. Her skills in communication, open-mindedness, high standards, involvement in projects, and ability to manage conflicts, have made her a “team player” with the Select Board, as they work together toward common goals for the town.

The Select Board has also appreciated the work of staff members in the Town Administrator and Select Board office. Executive Assistant Joyce Sampson and Department Assistant Phoebe Haberkorn work to keep the office functioning smoothly behind the scenes. Joyce prepares packets and minutes for the Board and handles communications with other boards and residents, while Phoebe focuses on appointments, licensing, and the Town Report.

In addition, the Board would like to thank all the Town’s employees, and all the volunteer board and committee members for their willingness to give their time and efforts for the good of Stow and its residents. Without them the Town would not function. Stow is fortunate to have so many dedicated and community-minded individuals, and the Board encourages all those with an interest to explore the opportunities available through town government. Alongside these individuals, the Select Board will continue to work for the benefit of all residents and taxpayers of Stow.

Respectfully submitted,

Cortni Frecha, Chair
Megan Birch-McMichael, Clerk
Ingeborg Hegemann Clark
Hector Constantzos
John “JT” Toole

Dissolve the Gleasondale Local Historic District Study Committee

Memo

To: Select Board
From: Valerie Oorthuys, Planning Director
Date: January 17, 2024
Re: Request to Dissolve Gleasondale Local Historic District Study Committee

The purpose of this memo is to formally request the dissolution of the Gleasondale Local Historic District Study Committee.

On November 12, 2019, at the request of Gleasondale Village residents, the Select Board voted to establish the Committee in order to review the architectural and historical integrity of the Gleasondale Village through research and development of local regulations in accordance with M.G.L. Chapter 40C. A Local Historic District allows for the creation of a locally appointed Historic District Commission to review proposed changes to exterior architectural features visible from a public way. Because a Commission may opt to exempt features from review, the Gleasondale Local Historic District Committee members conducted extensive public outreach to review which features are most important to residents to preserve. Through a survey, forum, and follow up discussions taking place between 2019- 2022, the Committee found that residents of Gleasondale Village preferred to offer guidelines to homeowners rather than propose strict requirements whereby exterior renovations and construction would be subject to compliance with standards in a Local Historic District Bylaw.

Members of the Gleasondale Local Historic District Study Committee have made clear their interest in pursuing alternative means of preserving the historic character of the Village, such as through the adoption of Demolition Delay Bylaws or the establishment of a National Register District. To that end, please consider dissolving the Committee, as the goal of the members is no longer aligned with the stated purpose.

Approve the Conservation Restriction on Hallock Point



Town of Stow Conservation Commission

380 Great Road
Stow, Massachusetts 01775
(978) 897-8615
FAX (978) 897-4534
conservation@stow-ma.gov

TO: Stow Select Board

FROM: Kathy Sferra, Conservation Director
Jacquie Goring, Conservation Assistant

RE: Hallock Point Conservation Restriction

DATE: January 31, 2024

At your February 13, 2024 meeting, we are requesting that you vote to accept and execute the Hallock Point Conservation Restriction which is being conveyed to Stow Conservation Trust (SCT).

As background, the Stow Conservation Commission acquired this land in 2021. As Community Preservation Funds were used in conjunction with the acquisition, we are required by statute to convey a permanent Conservation Restriction (CR) to a third-party holder. In this case, the Stow Conservation Trust also participated financially in the project and has agreed to hold the CR. The CR has been through a (lengthy) state review process, has been approved by the Conservation Commission, and is now ready for Select Board approval and signature, SCT final signature, EOE final signature, and recording. Completion of this CR will close out the CPA project. A copy of the entire Conservation Restriction document is attached.

GRANTOR: Town of Stow
GRANTEE: Stow Conservation Trust, Inc.
ADDRESS OF PREMISES: 0 Sudbury Road, Stow,
Massachusetts
FOR GRANTOR'S TITLE SEE: Middlesex Southern
District Registry of Deeds at Book 78245, Page
381.

CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

The Town of Stow, acting by and through its duly authorized Select Board, and acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, with an address at 380 Great Road, Stow, Massachusetts, 01775, being the sole owner of the Premises as defined herein, for its successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants, with QUITCLAIM COVENANTS, to The Stow Conservation Trust, Inc., a Massachusetts nonprofit corporation, with an address of P.O. Box 397, Stow, Massachusetts, and its permitted successors and assigns (“Grantee”), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in the Town of Stow, Middlesex County, Massachusetts containing 10.56 acres more or less, (“Premises”), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of survey plans in Exhibit B-1 and B-2, all of which are incorporated herein and attached hereto.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction (“Purposes”) are to ensure that the Premises will be maintained in perpetuity for conservation purposes in its natural, scenic, and undeveloped condition and available for outdoor recreational use, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

The fee interest in the Premises was acquired utilizing, in part, Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws, which funds were authorized for such purposes by a vote of the Stow Annual Town Meeting held on May 22, 2021, and an attested copy of the Town Meeting Vote authorizing the use of such funds for such purpose is attached hereto as Exhibit C (the “CPA Vote”). Pursuant to Section 12(b) of Chapter 44B of the Massachusetts General Laws, and pursuant to the CPA Vote, the fee interest in the Premises, and therefore the management of the Premises, is under the care, custody, and control of the Conservation Commission of the Town of Stow.

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

- Open Space. The Premises contributes to the protection of the scenic and natural character of the Town of Stow, and the protection of the Premises will enhance the open space values of these and nearby lands, including trails for passive recreational use. The Premises abuts land already conserved, including the Marlborough-Sudbury State Forest owned by the Massachusetts Department of Conservation and Recreation, the Assabet River National Wildlife Refuge owned by the U.S. Fish and Wildlife Service, and Lake Boon, a Great Pond as defined below. The Premises also includes and abuts a small boat ramp owned by the Town of Stow's Conservation Commission that provides public access to Lake Boon.
- Public Access. This Conservation Restriction ensures permanent public access to the Premises for passive and active outdoor recreation, nature study and education subject to reasonable rules and regulations adopted by Grantor. Trails on the Premises will connect to existing trails on the Assabet River National Wildlife Refuge and Marlborough-Sudbury State Forest.
- Water Quality. Protection of the Premises will prevent the construction of five large homes on this peninsula on Lake Boon, which would contribute septic system and surface water pollution to this sensitive water resource body and detract from the conservation of this scenic and wildlife-rich section of Lake Boon.
- Wetlands. Bordering Vegetated Wetlands, Bank and Bordering Land Subject to Flooding associated with Lake Boon on the Premises provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).
- Protection of Scenic Resources and Vistas. The Premises provides scenic and aesthetic value to Stow residents and the public generally by providing a natural, forested view of the shoreline from Lake Boon. Protection of the Premises will preserve the scenic character and vista landscape.
- Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy. Preservation of the Premises will advance the goals of the 2016 Stow Open Space and Recreation Plan, which specifically include: protection of areas for passive recreation; protection of surface and groundwater resources; protection of parcels with scenic significance; protection of areas that link and connect existing conservation lands; and protection of important natural habitats and wildlife corridors. The plan also gives priority to expanding public access to Lake Boon.

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety, which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;

10. Residential or Industrial Uses. Using the Premises for residential or industrial purposes; and
11. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A, the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, maintain public access trails and views of Lake Boon, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises;
4. Natural Habitat and Ecosystem Improvement. With prior written notice to the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species, including planting native trees, shrubs, and other vegetation;
5. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
6. Trails. The marking, clearing, and maintenance of trails for passive recreational use of the Premises by the public, including the construction of boardwalks or bridges or the installation of culverts, provided that the width of trails is no more than five (5)

feet. Prior notice shall be provided to Grantee of any planned trail construction that will require boardwalks, bridges or culverts;

7. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
8. Motorized Vehicles. Using motorized vehicles by persons with mobility impairments, for land stewardship activities, or as necessary to carry out other uses and activities permitted in this Paragraph III.B;
9. Road Maintenance: Within the layout of Hallock Point Road (a private way), the maintenance, reconstruction or improvement of the roadway by the Town of Stow Highway Department or adjacent property owners and the use of the road and of motorized vehicles thereon for all purposes for which streets and ways are commonly used;
10. Outdoor Passive Recreational and Educational Activities. Canoeing and other motorized and nonmotorized boating; fishing, swimming, mountain biking, hiking, horseback riding, cross-country skiing, snowshoeing, ice-skating, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities as may be permitted by Grantor in accordance with Town of Stow Conservation Land Regulations;
11. Poles and Power Lines: The use, maintenance and/or removal of two existing utility poles located on the Premises;
12. Public Access Amenities: Construction and maintenance of picnic tables and or benches for the enjoyment and appreciation of the Premises and maintenance of the existing boat landing along the shoreline of Lake Boon near the tip of Hallock Point not to exceed 12' in width along the shoreline;
13. Existing Sudbury Road Great Pond Access Boat Ramp: Maintenance, improvement, and vehicular use of an existing public access boat ramp located on the Premises that provides public access to a Great Pond, as such resource area is defined by the Commonwealth, and parking of vehicles on the portion of the Premises that is adjacent to Sudbury Road in conjunction with the use of said boat ramp. Grantor and Grantee agree that maintenance, improvement, or relocation of the boat ramp shall not be subject to the terms of this Conservation Restriction so long as said activities are located within the area shown as "Boat Ramp Envelope Area" on the sketch plan in Exhibit B-3 which is attached hereto and included by reference herein; and

14. Forest Management.

- a. Permitted Activities. Conducting sound silvicultural uses of the Premises, including the right to harvest forest products (as such term may be defined from time to time in Section 1 of Chapter 61 of the Massachusetts General Laws, or successor law) or conduct other forest management activities, reestablish historic woods roads and establish new woods roads, and the use of motorized vehicles, all as necessary to conduct such activities (“Forestry Activities”), provided that any Forestry Activities are carried out pursuant to a Forest Stewardship Plan (as defined below). All Forestry Activities shall avoid any stone structures or historical and cultural resources and shall be reasonably required to prevent any damage thereto. All cutting operations shall be supervised by a licensed forester.
- b. Requirement of a Forest Stewardship Plan. Before any Forestry Activities occur on the Premises, Grantor shall submit a Forest Stewardship Plan to the Grantee, the Massachusetts Department of Conservation and Recreation (“DCR”) or appropriate successor agency, and to any other required state agencies for their approval. The Forest Stewardship Plan shall:
 - i. be prepared by a forester licensed through DCR and shall follow the “Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans” (as such guidelines may be amended by DCR or its successor agency) and such statutes, regulations and directions in effect at the time of the approval of said Forest Stewardship Plan; and
 - ii. include provisions designed to comply with the recommended activities and guidelines and required best management practices established in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts, Amherst & DCR; 2013) and subsequent versions as may be approved by the Massachusetts Bureau of Forest Fire Control and Forestry (“Forestry BMPs”); and
 - iii. address how the Forest Stewardship Plan complies with this Paragraph III.B.14; and
 - iv. be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional Forestry Activities are desired.

C. Site Restoration

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

D. Compliance with Permits, Regulations, Laws

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

E. Notice and Approval.

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals; and
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
3. Approval. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same request for approval for a second sixty (60) day review period. Subject to any applicable law or regulation, failure of the Grantee to respond in writing within the second sixty (60) day period shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after notice, the requested activity is not prohibited herein, and the activity will not impair the Conservation Values or Purposes of this Conservation Restriction.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

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

B. Legal and Injunctive Relief.

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, including without limitation, compensation for interim losses (i.e., ecological and public use service losses that occur from the date of the violation until the date of restoration) and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor and Grantee shall equally split the costs of a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver.

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this

Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

The Grantor hereby grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as permitted in Paragraph III.B.10, provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises. The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. Any public use that is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or

successor official (“Secretary”), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor’s and Grantee’s Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee’s Receipt of Property Right

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted property. Such proportionate value of the Grantee’s property shall remain constant. Any proceeds, however, will be divided between the Grantee and Grantor in a manner proportionate to their total respective financial contributions to the purchase of the underlying fee interest and the Conservation Restriction, which is 6.28% from the Grantee and 93.72% from the Grantor. The monetary value of the Grantee’s property right based on this formula will be determined as of the date of termination, release, or extinguishment.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest, and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days, execute and deliver to the Grantor any document, including an estoppel certificate, that certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws;
4. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment;
5. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment);
6. cause the provisions of this Paragraph XI to be less restrictive; or
7. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive.

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Stow and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts

General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Conservation Director
Stow Conservation Commission
Town Building
380 Great Road
Stow, MA 01775

To Grantee: President
Stow Conservation Trust, Inc.
P.O. Box 397
Stow, MA 01775

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in the Hallock Point Baseline Documentation Report (“Baseline Report”) prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. No Surety Interest

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

C. Executory Limitation

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee’s rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction

shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

D. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises, including two existing shoreline access easements for Lots 1A and 7A on Hallock Point Road shown as Easement A and Easement B on a plan of land recorded at the Middlesex South Registry of Deeds at Plan 506 of 2021, and including a shed easement associated with 25 Hallock Point Road shown as Easement C on said plan.

E. The following signature pages are included in this Grant:

Grantor – Town of Stow Select Board
Grantor – Town of Stow Conservation Commission
Grantee Acceptance – Stow Conservation Trust, Inc.
Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

F. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises
Exhibit B-1: Reduced Copy of Recorded Plan of Premises
Exhibit B-2: Reduced Copy of Recorded Plan Showing Areas Excluded from Premises
Exhibit B-3: Boat Ramp Envelope Map
Exhibit C: Attested Copy of Stow Town Meeting Vote Authorizing the Use of CPA Funds

GRANT AND APPROVAL OF TOWN OF STOW SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of Stow, Massachusetts, hereby certify that at a public meeting duly held on _____, 2024, the Select Board voted to approve in the public interest and grant the foregoing Conservation Restriction to The Stow Conservation Trust, Inc. pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws and do hereby approve in the public interest and grant the foregoing Conservation Restriction.

TOWN OF STOW SELECT BOARD

Megan Birch-McMichael

Hector Constanzos

Cortni Frecha

Ingeborg Hegemann Clark

John Toole

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Select Board Member.

Notary Public
My Commission Expires:

GRANT AND APPROVAL OF TOWN OF STOW CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Stow, Massachusetts, hereby certify that at a public meeting duly held on 1/30/2024, 2024, the Conservation Commission voted to approve and grant the foregoing Conservation Restriction to The Stow Conservation Trust, Inc. pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby approve in the public interest and grant the foregoing Conservation Restriction.

TOWN OF STOW CONSERVATION
COMMISSION:

Serena Furman

Serena Furman

Matt Stykiewicz

Matt Stykiewicz

Holly Clark

Holly Clark

Ingeborg Hegemann Clark

Liza Mattison

Liza Mattison

Jeff Saunders

Jeff Saunders

Stephanie Lynch

Stephanie Lynch

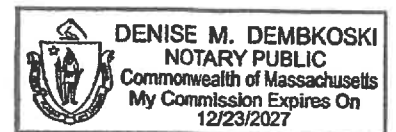
COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this 5th day of February, 2024, before me, the undersigned notary public, personally appeared Matthew Stykiewicz, and proved to me through satisfactory evidence of identification which was personally known to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Denise M. Demboski
Notary Public

My Commission Expires



ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from the Town of Stow, acting by and through its Select Board and its Conservation Commission, was accepted by The Stow Conservation Trust, Inc. this _____ day of _____, 2024.

By: _____
Susan J. Crane

Its: Vice President, duly authorized

Eve Donahue
Its: Treasurer, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from the Town of Stow, acting by and through its Select Board and its Conservation Commission, to The Stow Conservation Trust, Inc. has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2024

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS
SUFFOLK, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description of Premises

The land in Stow, Middlesex County, Commonwealth of Massachusetts, situated on the westerly side of Sudbury Road and being shown as “Lot 1,” “Lot 2,” “Lot 3,” Lot “4,” “Lot 5,” Lot 6,” “Lot 7,” “Parcel X” and Grantor’s right, title and interest in Hallocks Point Road, as shown on a plan entitled “Definitive Plan ‘Hallocks Point’ Hallocks Point Road, Stow, Massachusetts, Prepared For: Robert Dawes LLC,” dated September 17, 2018, with a latest revision date of July 30, 2019, prepared by Meisner Brem Corporation, and recorded on September 27, 2019 at the Middlesex Southern District Registry of Deeds as Plan No. 802 of 2019, a reduced copy of which is contained in Exhibit B-1 of this Conservation Restriction.

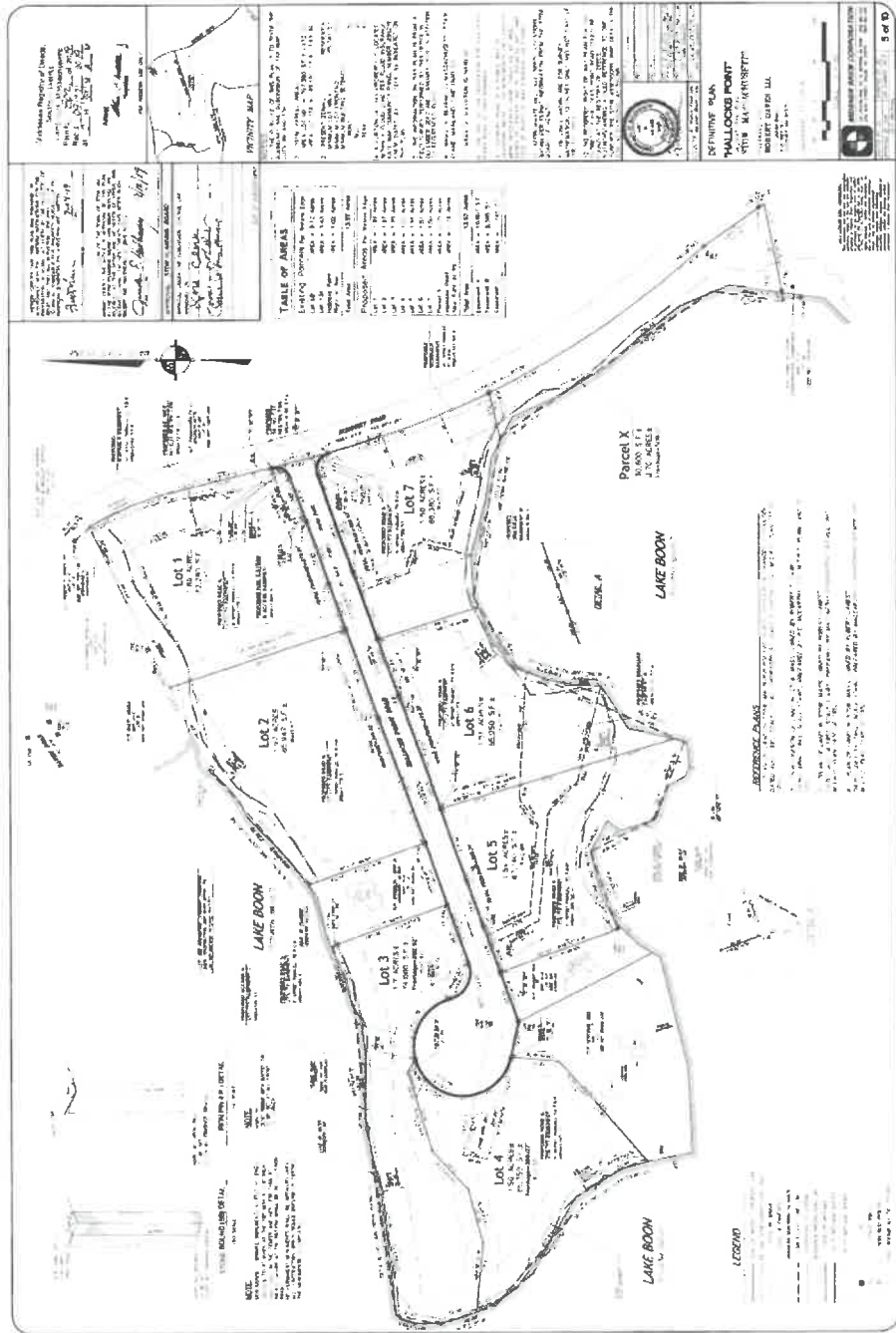
Excepting and reserving from the aforesaid premises “Lot 1A,” containing 1.508 acres, more or less, and “Lot 7A,” containing 1.502 acres, more or less, as shown on a plan entitled “Plan of Land on Hallock Point Road & Sudbury Road in Stow, Massachusetts,” dated June 22, 2021, prepared by Foresite Engineering, and recorded on July 13, 2021 at the Middlesex Southern District Registry of Deeds as Plan No. 506 of 2021 (the “Plan”), a reduced copy of which is contained in Exhibit B-2 of this Conservation Restriction.

The land shown on Exhibit B-3 as “Boat Ramp Envelope Area” is part of the Premises subject to this Conservation Restriction.

Reference is hereby made to the aforesaid plans for a more particular description of the granted Premises. For Grantor’s Title, see deed recorded at Middlesex Southern District Registry of Deeds at Book 78245, Page 381, on July 14, 2021.

EXHIBIT B-1

Reduced Copy of Recorded Plan of Premises. Original Recorded as Plan number 802 of 2019.



802 of 2019

EXHIBIT B-2

Reduced Copy of Recorded Plan Showing Areas Excluded from Premises: Lot 1A and Lot 7A.
Original Recorded as Plan number 506 of 2021.



EXHIBIT B-3

Sketch Plan adapted from Plan 802 of 2019, and showing Boat Ramp Envelope Area

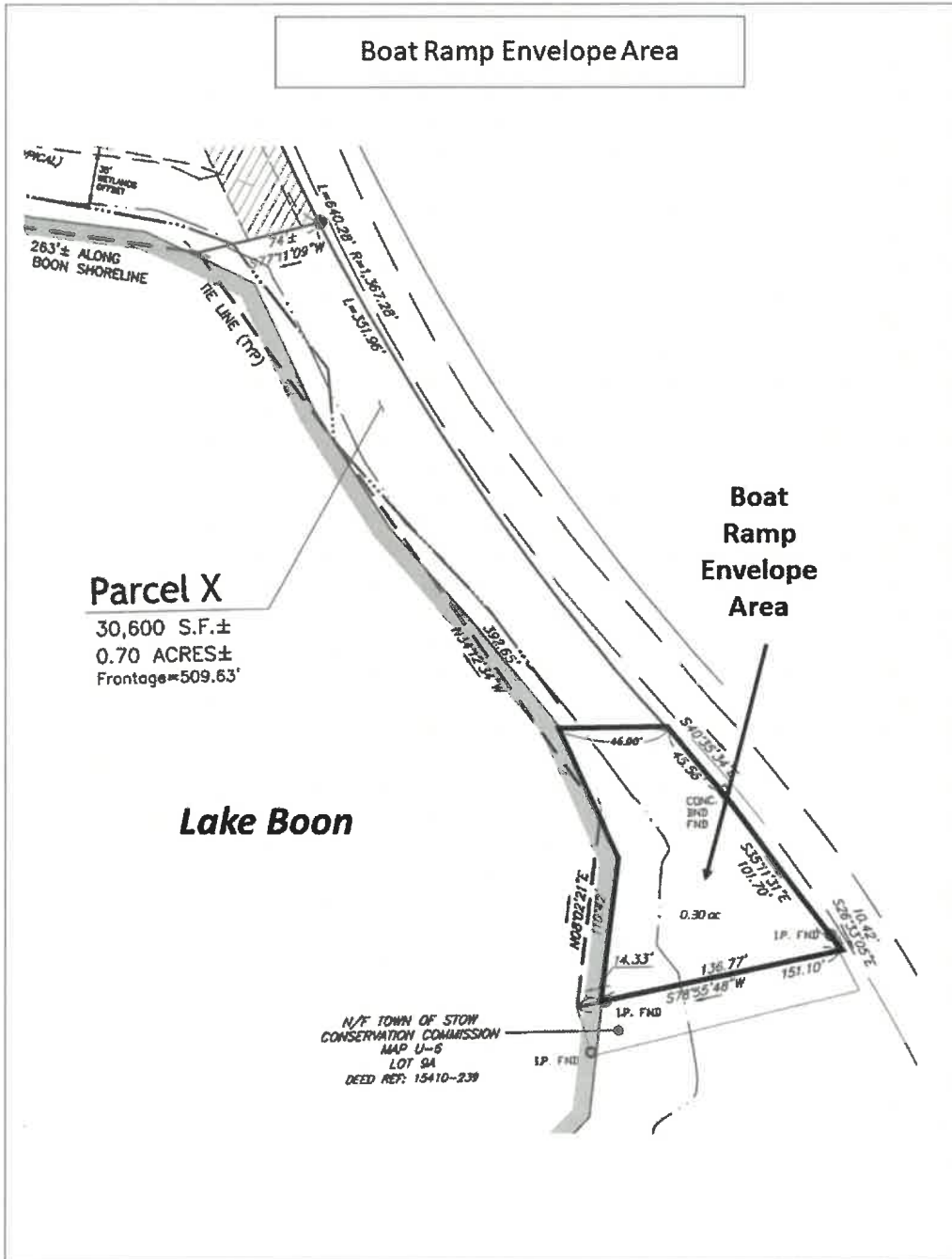


EXHIBIT C

Attested Copy of Stow Town Meeting Vote Authorizing the Use of CPA Funds



Town of Stow
OFFICE OF THE TOWN CLERK
Town Building - 380 Great Road
Stow, Massachusetts 01775-2127
(978) 897-4514 x 1
FAX (978) 897-4534

July 6, 2021

To Whom It May Concern:

The following is a true copy of action taken at the annual town meeting held at The Center School, Stow, on May 22, 2021.

ARTICLE 51. Hallock Point Chapter 61 Purchase

On motion of Selectman Thomas E. Ryan, III, the Town voted 203 in favor and 11 opposed to acquire by purchase or as otherwise provided by the General Laws, including, but not limited to, the exercise by the Town of its statutory right of first refusal under MGL Chapter 61, Section 8, and to raise and appropriate or otherwise expend the sum of one million and twenty thousand dollars (\$1,020,000), or any lesser sum for approximately 13.5 +/- acres of land on Sudbury Road and Hallock Point Road, Stow, shown on Assessors' Map Sheet U6, Parcels 13A and 9B, for the purposes of 1) conservation and passive recreation, and 2) limited residential development, so long as areas designated for these separate purposes shall be clearly identified and delineated. Please see concept plan in Appendix C and on file with the Town Clerk;

and further, to authorize the expenditure of up to four hundred thousand dollars (\$400,000) from the Community Preservation Unreserved Fund Balance to acquire approximately 10.5 +/- acres of said land for conservation and passive recreation in accordance with the provisions of MGL Chapter 44B, the Community Preservation Act, said land to be placed under the care, custody and control of the Conservation Commission in accordance with MGL Chapter 40, Section 8C, and to expend a portion of said funds for the costs associated therewith, including legal, title, appraisal, engineering, and other costs or fees incidental thereto;

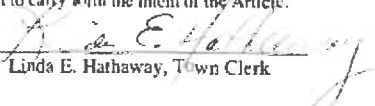
and further, to authorize the Treasurer, with the approval of the Selectmen, to borrow, transfer from available funds, or receive from gifts and/or grants, the balance of the funds for this acquisition, and further, to authorize the conveyance of any conservation restrictions or easements required by MGL Chapter 44B and/or to further of the purpose and intent of this acquisition,

and further to authorize the Board of Selectmen to enter into such agreements, execute such documents and apply for and solicit grants or receive gifts as may be available for reimbursement to the Town for these purposes;

and further to sell approximately 3 acres of said land and any necessary easements for the development of two single family houses, in accordance with Chapters 30B as applicable, the proceeds of any conveyances to be used to reimburse the Town for the costs of this acquisition; or take any other action relative thereto.

And to further authorize the Board of Selectmen to convey a fee interest or easement to or enter into a boundary line agreement with the owner of contiguous property located at 25 Hallock Point Road if deemed reasonably necessary by the Board of Selectmen to carry forth the intent of the Article.

A true copy. Attest:


Linda E. Hathaway, Town Clerk

Request for Endorsement of the Small Town Administrators of MA (STAM) Legislative Priorities



Town of Stow
Office of the
Town Administrator

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

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

Erin Mulcahy
Assistant Town Administrator
assttownadmin@stow-ma.gov

To: Select Board

From: Denise M. Dembkoski, Town Administrator

Re: Small Town Administrator of Mass (STAM) Legislative Priorities

Date: February 1, 2024

As the current President of STAM, I am presenting you with the 2024 Legislative Priorities of our group.

These priorities represent the key focuses for small towns in Massachusetts as selected by our membership. Of course, there are more priorities, but focusing on these key areas as a collective has already paid dividends with efforts like the Municipal Empowerment Act.

I am asking the Board to formally support these priorities, so Stow can join in with the other 100 communities in STAM to present a powerful voice for impactful small-town change.

I would be happy to discuss any of these in more detail. Thank you for your consideration.



2024 LEGISLATIVE PRIORITIES

More than 100 Chief Administrative Officers representing communities with populations of 12,000 or less join with the Town of STOW to advocate for legislative action that will strengthen our communities and positively impact residents' lives. We call upon our legislative leaders to sponsor and support legislation that aligns with the priorities presented below:

STAM members listed addressing crumbling Infrastructure as their top legislative priority

- Permanently change the **CHAPTER 90 FORMULA**, enhancing the weighting of road miles and increasing annual funding to \$330 million to improve roads, bridges, and water systems
- Create and fund a **MUNICIPAL BUILDING ASSISTANCE AUTHORITY**

Regional school support and sustainable approaches to education remain a top priority

- Reform the **EDUCATION FUNDING FORMULAS** to provide more support for regional school districts in rural communities, which now find themselves having to choose between good schools and adequate municipal services
- Create meaningful incentives for districts looking to create **SUSTAINABLE PATHWAYS** to extra-regionalization in the face of declining enrollment, and increased costs for personnel and transportation

Members continually cite common-sense reductions in procurement burdens

- Increase state **PROCUREMENT THRESHOLDS** to reduce administrative and cost burdens on small towns with limited budgets and vendor choices
- **IMPROVE PREVAILING WAGE LAWS** by providing exemptions and rural factors that would allow small towns to complete necessary projects and engage local small businesses

Small towns also consistently advocate for legislative changes with a big "small-town" impact

- Reform the state-owned land **PAYMENT IN LIEU OF TAXES (PILOT)** to create more equity for towns constrained by necessary land preservation
- Provide **STAFFING AND SUPPORT** for the Office of Rural Affairs and other proactive support for the Rural Policy Advisory Commission
- Reduce or provide more proactive supports to remedy the **ADMINISTRATIVE BURDENS** that prevent small towns from pursuing and receiving state grants

MINUTES

Select Board Meeting Minutes
Tuesday, January 23, 2024
Stow Town Building & Zoom

Present in the Warren Room: Cortni Frecha, Megan Birch-McMichael, Hector Constantzos, John "JT" Toole, and Assistant Town Administrator/HR Director Erin Mulcahy

Present via Zoom: Ingeborg Hegemann Clark

Chair Frecha called the meeting to order at 7 p.m.

Public Comment

Chair Frecha stated that comments are limited to items not on the agenda; speakers should state their name and address, and limit comments to two minutes or less.

Mary Schofield said she attended the last Board meeting about flooding on her property, and the next day her basement flooded for a second time. Ms. Schofield said this is due to the blocked culvert under West Acton Road and requested that this be put on the agenda for the next meeting.

Board Member Comments

Ms. Birch-McMichael explained how the Board is required to run the meetings per MA General Law, and that they could not respond to Ms. Schofield at the prior Select Board meeting. Only agenda items can be discussed in detail. Ms. Birch-McMichael said there is correspondence about this issue and that it may be discussed later in the meeting during the correspondence section of the agenda.

Mr. Toole suggested a public hearing on culverts and getting all the parties that need to be involved at that one meeting.

Mr. Constantzos attended the induction of the Holocaust Memorial Rail Car at the American Heritage Museum. It was a moving and timely event as this Saturday, January 27 is International Holocaust Remembrance Day. He encouraged people to visit the memorial at the museum.

Town Administrator (TA) Report

Ms. Mulcahy provided Town Administrator Denise Dembkoski's report:

- Meetings with department heads are in progress to discuss budgets and capital requests.
- The Randall Library received the \$500,000 Green Communities Grant for decarbonization of the library as part of the overall renovation project. This was a very competitive grant and the TA thanked Arnie Epstein for his assistance with the application.
- The MART shuttle service will begin in Stow on Monday, February 5. The full schedule will be posted on the website, on our social media sites, and in the monthly newsletter.

Boy Scout Request for Permanent Parking at Pompositticut Community Center

Ms. Birch-McMichael recused herself from the discussion.

Gary Bernklow, Assistant Scoutmaster for Troop 1 Stow, was present in the Warren Room.

Mr. Bernklow said he also represents the Troop Chartering Organization which charters four scout units in town which all meet regularly at the Pompo Community Center. The scouting unit has over 112

years of history with the town. They are requesting the use of dedicated parking spaces in the Pompo lot for their equipment trailers that are used at their weekly meetings.

COA Director Alyson Toole said that the long parking spaces are still used daily by the COA vans as they return and leave the center. The carport is for overnight storage of the vans. Ms. Toole said that there are numerous groups, including non-profits, that would like to have dedicated parking in the lot and dedicated storage space inside the building but this is not done.

Board members discussed the request and said it would be using taxpayer municipal property for a private not for profit purpose, even though this non-profit serves the community. If this were allowed the Board would have to set up a policy and a rental agreement. Also, it is assumed that part of the rental agreement for renting a room inside includes use of the outside area for parking. The lot is full for many events at Pompo. The Board did not make a decision on this request and tabled the item.

Ms. Birch-McMichael returned to the meeting at 7:30 p.m.

Appointments

Appointment of Americans with Disabilities (ADA) Coordinator

The title of ADA Coordinator follows the Building Commissioner position and the name needs to be changed to the current Commissioner, Frank Ramsbottom.

Mr. Constantzos moved to appoint Building Commissioner Frank Ramsbottom as the Americans with Disabilities (ADA) Coordinator for the Town of Stow.

Ms. Birch-McMichael seconded the motion and it passed unanimously by roll call vote.

Appointment of Police Junior Detective

Lt. Kellie Barhight and Officer John Fantasia were present in the Warren Room.

There has been some movement of personnel in the department, and there are two officers interested in the open position of Junior Detective. A three-month trial period will be assigned to each officer and when both trials are completed, Lt. Barhight, the Sergeant in charge of detectives, and the current Senior Detective will select the person for the position.

Mr. Constantzos moved to approve the assignment of John Fantasia as a Junior Detective for the Stow Police Department through May 1, 2024.

Ms. Birch-McMichael seconded the motion and it passed unanimously by roll call vote.

Traffic Safety Advisory Committee (TSAC) Request for a Safety Zone

Fire Chief JP Benoit, Chair of TSAC, and Police Chief Michael Sallèse, a member of TSAC, were present in the Warren Room.

Chief Benoit said that since its formation, TSAC has heard safety concerns about Sudbury Road in the area of Pine Bluff Recreation Area. They began to research this a year ago and after investigating this issue, TSAC is requesting a Safety Zone which is set by the state at a 20 MPH speed limit.

Chief Sallèse said that because the area is not thickly settled, to switch the speed limit from 35 MPH to 25 MPH would require a complete traffic study of the area and then approval from MassDOT (MA Dept of Transportation). He said there would be new signage and tools to educate the public and that his

department educates before enforcing. Town Clerk Linda Hathaway asked if the Traffic Rules and Orders will be amended.

Frank Bemis, 310 Sudbury Road, lives across from Pine Bluff and said the traffic speed increases every year. He has witnessed vehicles passing the school bus when its red lights are flashing, and many near misses when vehicles are entering and exiting Pine Bluff.

*Mr. Constantzos moved to approve the request by the Traffic Safety Advisory Committee (TSAC) to install a safety zone on Sudbury Road in accord with the plan presented at this meeting.
Ms. Birch-McMichael seconded the motion and it passed unanimously by roll call vote.*

Election Matters and Authorize Warrant for State Presidential Primary March 5, 2024

Vote By Mail cards were sent out and are being returned to the Town Clerk's office. The last day to register to vote or make changes is Saturday, February 24. In Person Early Voting for the Presidential Primary will be Saturday, February 24 and Monday, February 26 through Friday, March 1 in the Whitney Room on the first floor of Town Building. Additional information regarding the election and voting is on the Town Clerk's Meeting and Elections page on the town's website. Election day is Tuesday, March 5 with voting at The Center School, the State Primary is Tuesday, September 3, and the Presidential Election is Tuesday, November 5, 2024. Once the Warrant for the Presidential Primary is signed by the Select Board, the Constable will post it at Town Building and seven (7) places in town.

*Mr. Constantzos moved that the Board authorize and sign the March 5, 2024 Presidential Primary Warrant, as presented by the Town Clerk on January 23, 2024.
Ms. Birch-McMichael seconded the motion and it passed unanimously by roll call vote.*

Donation of a Carport from the Friends of the Council on Aging

The Friends of the Council on Aging donated a carport and this vote will formally accept the donation. The Town used ARPA funds for the sitework and the installation. This was a long process and thanks go out to Bill Byron and Charlie Aronson of the COA Board, Alyson Toole and Dave Ashman of the COA, Doug Hyde and the Facilities Department, and to the Highway Department.

*Mr. Constantzos moved to accept the donation of a carport from the Friends of the Council on Aging.
Ms. Birch-McMichael seconded the motion and it passed unanimously by roll call vote.*

Evaluation Form for the Town Administrator's Review

Chair Frecha wanted to start a conversation about the evaluation form as the review will be earlier than in past years due to the terms of the TA's contract. In a recent MMA workshop that the Chair attended, the idea of having fewer grading options was discussed. The current form used in Stow has five options, and the three that are most needed are below average, average, and above average. This would necessitate more elaboration in the comments.

The Board discussed how they cannot speak to the Town Administrator's interactions with her staff. Some Board members were fine with not having this on the review as there is a hierarchy, and some suggested a comment period to get feedback from staff through the HR Director, or to meet with staff directly. One of the main reasons that the Asst TA/HR Director position was created is so that employees have a place to go to discuss issues. The Board will check with the MMA to see if they have

any advice in this area and will also get input from Ms. Dembkoski. The Board tabled this discussion until they receive more information.

Select Board Representation on the Town Hall Building Reuse Committee

After discussion, the Board decided that Mr. Toole could best represent the Board on this committee.

Mr. Constantzos moved to appoint John Toole to represent the Select Board on the Town Hall Building Reuse Committee.

Ms. Birch-McMichael seconded the motion and it passed unanimously by roll call vote.

Meeting Minutes

Mr. Constantzos moved to accept the meeting minutes of the January 9, 2024 meeting as drafted.

Ms. Birch-McMichael seconded the motion and it passed unanimously by roll call vote.

Board Correspondence & Updates

The Board discussed the emails regarding the culvert on West Acton Road. Chair Frecha said that the highway crew has been out a few times to clear the culvert.

An inspection of all the culverts in town was performed by an engineering firm last year and the final report was delivered on May 2, 2023; this report stated that this culvert was in good order.

Ms. Mulcahy will reach out to the homeowners tomorrow.

Adjournment

At 8:58 p.m. Mr. Constantzos moved to adjourn. Ms. Birch-McMichael seconded the motion and it passed unanimously by roll call vote.

Respectfully submitted,

Joyce Sampson

Executive Assistant

Documents used at this meeting:

Documents can be found in the Select Board Office in the meeting folder.