

AGENDA
BOARD OF SELECTMEN
December 14, 2010
7:00 p.m.
Town Building

Public Input

Chairman's Comments

Town Administrator's Report

Meeting Minutes

Visitors

7:10 p.m. Interim Loan Note for Harvard Acres Loan Program – Treasurer-Collector Pam Landry

7:15 p.m. Appointment to Registrars of Voters

7:20 p.m. HL&P Dept Update – Stow rep Ed Brown and HL&P Board members

7:40 p.m. Hazard Mitigation Plan – Fire Chief/Emergency Management Officer Mike McLaughlin

7:50 p.m. Water for Fire House from New Elementary School

8:00 p.m. Appointment of Public Safety Dispatcher

8:05 p.m. Appointment of Police Officer

8:10 p.m. Retirement of Police Chief

Discussion

Annual license renewals: Class II/Used Auto, Common Victualer, and Liquor

Pedestrian Walkway Public Forum Update

Track Road Public Forum #1 Update

Ch 61A Boxboro Road Land in Foreclosure

Liaison Reports, if any

Correspondence

Adjournment

Posted 12/9/10

Motions for Dec 14, 2010 Selectmen's meeting

Loan for Harvard Acres Wells

See attached 6-part vote. Jim, as Clerk, you must sign an additional page. Selectmen, you have two pages to sign.

Appointment to Registrar of Voters

I move to appoint Robert Walrath as a Registrar of Voters, to fill the remainder of an unexpired three-year term, ending on June 30, 2011.

Approval of Hazard Mitigation Plan

See attached sheet entitled Certificate of Adoption – Hazard Mitigation Plan.

Appointment of Public Safety Dispatcher

As recommended by the Dispatcher Search Committee, I move to appoint Samantha Howard as a full-time Public Safety Dispatcher to replace Sherry Morton-Pelly, effective immediately.

Appointment of Police Officer

As recommended by Police Officer Search Committee, I move to appoint _____ as a full-time Police Officer to replace Thomas Maskalenko, effective immediately.

Annual License Renewals

See individual votes for licensees.

COPY

No. 1

United States of America
The Commonwealth of Massachusetts

\$1,000,000

TOWN OF STOW
COMMUNITY WATER WELL LOAN PROGRAM
INTERIM LOAN NOTE

DEC 9 2010

PRINCIPAL AMOUNT: One Million Dollars

The Town of Stow, Massachusetts (the "Borrower"), for value received, promises to pay to the Massachusetts Water Pollution Abatement Trust (the "Trust"), upon presentation and surrender hereof, the Principal Amount specified above, or such lesser amount as shall have been advanced from time to time to the Borrower on account of this note in accordance with the Loan Agreement hereinafter referred to, on the Maturity Date specified above or, if earlier or later, the Closing Date for the permanent Loan determined in accordance with the Loan Agreement, at the principal corporate trust office of U.S. Bank National Association, in the City of Boston, Massachusetts. The date and amount of each advance made on account of this note shall be endorsed on the Schedule of Advances on the reverse hereof by an authorized officer of the Trust. No interest shall accrue and be payable on the Principal Amount of this note.

This note is issued pursuant to Chapter 29C, Chapter 44 and Chapter 111, Section 127B½ of the General Laws, as amended and Section 128 of Chapter 359 of the Massachusetts Acts of 2010 for the purpose of financing costs of a community water well loan program in anticipation of the proceeds of a loan to the Borrower under and pursuant to Loan Agreement No. DWWP-10-01 dated as of November 19, 2010 between the Trust and the Borrower (the "Loan Agreement"). This note shall mature on the Closing Date (as defined in the Loan Agreement) and is a general obligation of the Borrower and the full faith and credit of the Borrower are pledged to the payment of the principal of this note.

Dated: December 15, 2010

TOWN OF STOW, MASSACHUSETTS

Countersigned:

By _____
Treasurer

Selectmen

Susan,
This is a copy of
the documents we will (SEAL)
be signing at the
Selectmen's meeting.
Thanks, Pam

(Please Note: The following statements are an essential part of the permanent note record. Read them carefully before signing this certificate. Advise Edwards Angell Palmer & Dodge LLP of any inaccuracy.)

Town of Stow, Massachusetts

\$1,000,000 Community Water Well Loan Program Interim Loan Note

CERTIFICATE

We, the Selectmen and the Treasurer of the Town of Stow, Massachusetts, certify that we have signed the \$1,000,000 zero percent Interim Loan Note (the "Note") of the Town dated December 15, 2010 and payable on the Closing Date. The Note bears the Town seal, which is also affixed to this certificate.

We further certify that Loan Agreement No. DWWP-10-01 with the Massachusetts Water Pollution Abatement Trust (the "Trust") dated as of November 19, 2010 providing for the Interim Loan evidenced by the Note has been signed by the Treasurer and a majority of the members of the Board of Selectmen, and that Project Approval Certificate and Regulatory Agreement No. DWWP-10-01 with the Department of Environmental Protection dated as of November 15, 2010 relating to the Project financed by the Note has been signed by the Town Administrator and we hereby confirm those Agreements. Capitalized terms used in this certificate and not otherwise defined shall have the same meanings given those terms in the Loan Agreement and Chapter 29C of the General Laws (the "Enabling Act"). The Loan Agreement and the Project Approval Certificate and Regulatory Agreement are sometimes referred to collectively in this certificate as the "Agreements".

We, the Selectmen and the Treasurer, also certify as follows:

1. Authority. The Note is issued pursuant to the Enabling Act, Section 128 of the Massachusetts Acts of 2010, Chapter 111, Section 127B½ of the and Chapter 44, Section 8(5) (collectively, the "Applicable Acts") and a vote of the Town passed November 8, 2010 (Article 1), which authorized a total borrowing of \$1,000,000.

Execution of the Agreements was further authorized, ratified, approved and confirmed by a vote of the Selectmen passed December __, 2010 (the "Selectmen's Vote").

2. Other Debt. No other debt has been incurred under that vote of the Town.

3. Representations under Section 2 of the Loan Agreement.

(i) The Town is a Local Governmental Unit as defined in the Enabling Act with full legal right and authority under the Applicable Acts to authorize, execute and deliver the

Agreements, to execute, issue and deliver the Note, to undertake the Project, and to carry out and consummate all transactions contemplated by the foregoing.

(ii) The Town has duly and validly authorized the execution and delivery of the Agreements and the Note and all approvals, consents and other governmental proceedings necessary for the execution and delivery of any of the foregoing or required to make them the legally binding obligations of the Town that they purport to be in accordance with their terms have been obtained or made.

(iii) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body is pending or, to our knowledge, threatened seeking to restrain or enjoin the execution or delivery or performance of any of the Agreements or the Note or the carrying out of the Project; or contesting or adversely affecting the validity of the Agreements or the Note or the power of the Town to assess and collect taxes, rates and charges to pay the Loan Repayments; and neither the corporate existence of the Town nor the title to office of any of us or any other Authorized Officer of the Town executing the Agreements or the Note is being contested.

(iv) The authorization, execution and delivery of each of the Agreements and the Note, and performance of each of them, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Town is a party or by which it or any of its properties is bound.

(v) The Loan Agreement, the Interim Loan and the Note are valid obligations of the Town, for the payment of which its full faith and credit are pledged, enforceable in accordance with their terms and the terms of the Applicable Acts, and payable as to principal, premium, if any, and interest (to the extent not paid from other sources) from taxes which may be levied upon all taxable property within the territorial boundaries of the Town, subject only to the limit imposed by Chapter 59, Section 21C of the Massachusetts General Laws.

4. No Default. As of this date, no Event of Default or Default, as applicable, and no event which with the passage of time or the giving of notice may become or may be declared to be an Event of Default or a Default, has happened and is continuing under either of the Agreements.

5. Loan Questionnaire. The statements and information set forth in the Loan Questionnaire submitted by the Town to the Trust in connection with the Interim Loan are true and correct in all material respects on this date as if made on this date.

6. Use of Project and Interim Loan Proceeds.

(a) Reimbursement. The proceeds of the Interim Loan and the Note may be used, in part, to reimburse the Town for capital expenditures previously made. Any such expenditures were made pursuant to G.L. c. 44, §20A and the rules and regulations of the State Director of Accounts and any such expenditure was documented by a "Report of Advance of Funds in Lieu of Borrowing" filed with the Director. Any such expenditures were made within 18 months prior to this date. At the time of the filing of any report

referred to above the Town reasonably expected to reimburse the expenditures with the proceeds of a borrowing.

(b) Prior Bonds or Notes. No proceeds of the Interim Loan or the Note will be used to pay or retire any bonds, notes or other evidence of indebtedness previously issued by the Town.

(c) Use of Proceeds. The proceeds of the Interim Loan and the Note will be used by the Town to fund a Community Water Well Program pursuant to Section 128 of Chapter 359 of the Acts of 2010. The Town will requisition funds from the Trust pursuant to the Loan Agreement only to the extent the Town has entered into an agreement or agreements with owners of residential property relating to the construction and placement into service of water wells and treatment and storage facilities and distribution pipes associated therewith on such residential property to be financed with such funds pursuant to the Massachusetts General Laws and Section 128 of Chapter 359 of the Acts of 2010.

We, the Selectmen, the Treasurer and the Town Clerk, further certify as follows:

(a) Authorization, Execution and Delivery of Documents. The Loan Agreement, the Project Approval Certificate and Regulatory Agreement and the Note have been duly authorized, executed and delivered. None of those instruments has been amended or supplemented since its date (except such amendments or supplements which have been approved by the Trust or the Department, as applicable) or repealed and each such instrument remains in full force and effect as of this date.

(b) Open Meeting Law. Except for the town meeting called pursuant to G.L. c.39, §10, all proceedings essential to the issue of the Note and deliberations of a quorum relating thereto have been taken at a meeting or meetings open to the public; notice of each such meeting was filed in my office and publicly posted in the time and manner set forth in the Massachusetts General Laws, as amended, in effect at the time of each such meeting (Chapter 39, §23B for proceedings occurring prior to July 1, 2010 and Chapter 30A, §§18-25 for proceedings occurring on or after July 1, 2010); no deliberations, decision or vote in connection with the Note were taken in executive session and no vote was taken by secret ballot; and the official record of each such meeting was made available to the public and remains available to the public as set forth in G.L. c.39, §23B or c.30A, §§18-25, as applicable.

(c) Signatures and Incumbency. The signatures of the Treasurer, the Town Clerk and the Selectmen as appearing below are the genuine signatures of the persons who held those offices when the Agreements and the Note were signed and when they were delivered. The appointment of the Town Administrator as an Authorized Officer is hereby confirmed.

(d) Proceedings. No proceeding essential to the execution, delivery or issue of the Agreements and the Note has been repealed or amended except as stated in

paragraph (1) above, and no proceedings have been taken relating to the Agreements and the Note other than those certified to Edwards Angell Palmer & Dodge LLP.

(e) Bylaws. The bylaws or votes described below are the only bylaws or standing votes of the Town affecting the authorization, sale or issue of the Note, or the authorization, execution or delivery of the Agreements, and there has been no change therein affecting those matters in any way except as may be indicated below:

General By-laws of the Town of Stow as certified on May 17, 2005.

(f) Home Rule. The Town has not amended its home rule charter adopted May 13, 1991 except for the amendments passed on June 11, 1996 and May 17, 2005 and the Town has not amended or repealed any special law relating to the Town through the use of home rule procedures except by adoption of the charter.

(g) Selectmen's Vote. Attached hereto is a true copy of the Selectmen's Vote, which has not been amended or repealed and remains in full force and effect on this date.

(h) No Referendum. No petition for a referendum has been filed with respect to any of the proceedings essential to the authorization, sale or issue of the Note or the authorization, execution or delivery of the Agreements.

(i) Development Districts. The Town has not established any development districts pursuant to G.L. c.40Q.

Dated: _____
(Date of delivery of the Note -
to be left blank until delivery)

Selectmen

Treasurer

Town Clerk

(Town Seal)

I, the Clerk of the Board of Selectmen of the Town of Stow, Massachusetts, certify that at a meeting of the board held December __, 2010, of which meeting all members of the board were duly notified and at which a quorum was present, the following vote was passed, all of which appears upon the official record of the board in my custody:

- VOTED:
- (1) That the Town shall issue a bond or bonds in an aggregate principal amount not to exceed \$1,000,000 (the "Bonds") pursuant to Section 128 of Chapter 359 of the Massachusetts Acts of 2010 and Chapters 29C, 44 and 111 of the General Laws and a vote of the Town passed November 8, 2010 (Article 1), which authorized a total borrowing of \$1,000,000 for construction of drinking water wells and other drinking water treatment and storage and distribution facilities (the "Project");
 - (2) that in anticipation of the issuance of the Bonds the Treasurer is authorized to issue an interim loan note or notes (the "Notes") from time to time in an aggregate principal amount not to exceed \$1,000,000;
 - (3) that each Bond or Note shall be issued as a single registered security, and sold to the Massachusetts Water Pollution Abatement Trust (the "Trust") at a price determined pursuant to the Loan Agreement;
 - (4) that the Treasurer is authorized to determine the date, the form, the maximum interest rate and the principal maturities of each Bond and Note, and to execute a Loan Agreement (or Agreements) with the Trust with respect to the sale of the Bonds and Notes, such date, form and maturities and the specific interest rate or rates of the Bonds and Notes to be approved by a majority of the Board of Selectmen and the Treasurer and evidenced by their execution of the Bonds or Notes;
 - (5) that all action taken to date by the Town and its officers and agents to carry out the Project and its financing, including the execution of any loan commitment or agreement by the Treasurer, are hereby ratified, approved and confirmed; and
 - (6) that the Treasurer and the other appropriate Town officials are each hereby authorized to take any and all actions necessary and convenient to carry out the provisions of this vote, including execution and delivery of the Loan Agreement(s) and the Project Regulatory Agreement(s) relating to the Project.

I further certify that the vote was taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the

municipal building that the office of the Town Clerk is located, at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the Bonds or Note were taken in executive session, all in accordance with G.L. c.30A, §§18-25 as amended.

Dated: December __, 2010

Clerk of the Board of Selectmen

BOS111 12538742.1

Stow Selectmen's Office

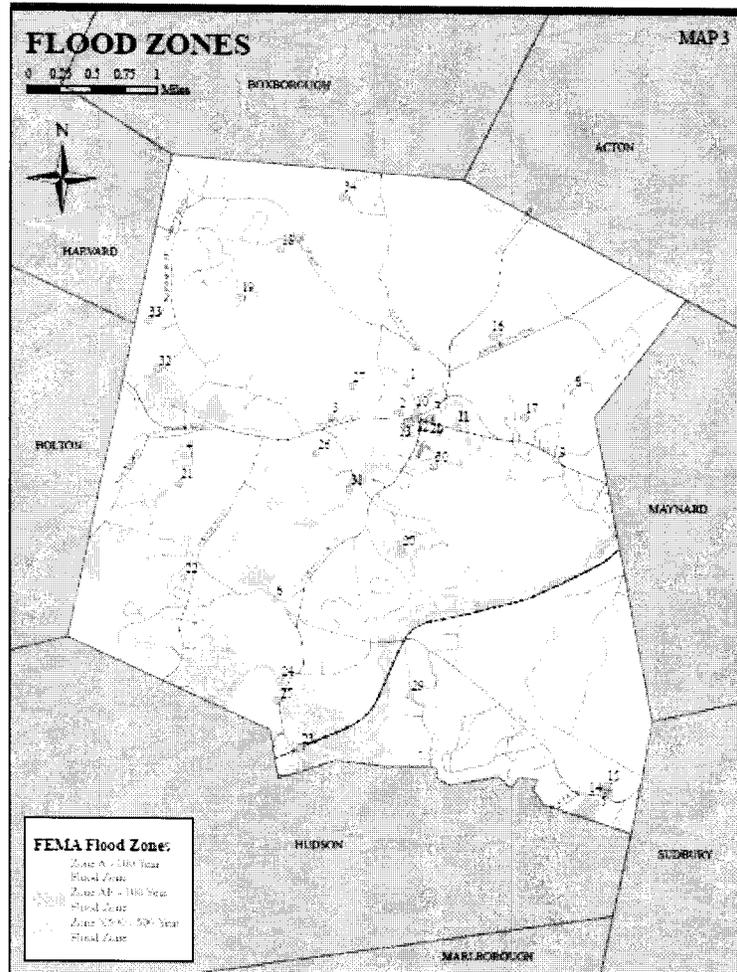
From: Weathers, Pamela [weathers@wpi.edu]
Sent: Friday, December 10, 2010 3:55 PM
To: Selectmen@stow-ma.gov
Subject: appointment of a Registrar of Voters
Importance: High

Dear Selectmen,

I am writing on behalf of the Stow Democratic Town Committee which voted to nominate Bob Walrath for your consideration as a Registrar of Voters. We hope that you will consider appointing him to that position so that he is able to assist our Town Clerk in that capacity.

Regards,
Pam Weathers
Co-Chair
Stow Democratic Town Committee

TOWN OF STOW HAZARD MITIGATION PLAN



April 26, 2010
DRAFT for MEMA and FEMA Review

STOW HAZARD MITIGATION PLAN

TABLE OF CONTENTS

I.	Introduction	1
	Planning Requirements under the Federal Disaster Mitigation Act	
	What is Hazard Mitigation?	
II.	Community Profile	3
	Overview	
	Existing Land Use	
	Potential Future Land Use	
III.	Public Participation.....	7
	Stow's Participation in the Regional Committee	
	The Local Multiple Hazard Community Planning Team	
	Public Meeting	
IV.	Overview of Hazards and Vulnerabilities	9
	Overview of Hazards and Impacts	
	Critical Facilities Infrastructure in Hazard Areas	
	Potential Damages to Existing Development	
	Potential Impacts to Future Development	
V.	Hazards and Existing Mitigation Measures.....	23
	Flood-Related Hazards	
	Wind-Related Hazards	
	Winter-Related Hazards	
	Fire-Related Hazards	
	Geologic Hazards	
	Existing Multi-Hazard Mitigation Measures	
	Compilation of Existing Mitigation	
VI.	Hazard Mitigation Goals and Objectives	35
VII.	Potential Mitigation Measures	37
	What is Hazard Mitigation?	
	Identification of Potential Mitigation Measures	
	High Priority Mitigation Measures	
	Medium Priority Mitigation Measures	
	Other Potential Mitigation Measures	
	Measures to Ensure Continued Compliance with NFIP Requirements	
	Potential Mitigation Summary Table	
VIII.	Regional and Inter-Community Considerations	45
	Regional Partners	
	Regional Facilities within Stow	
	Inter-Community Considerations	
IX.	Plan Adoption and Maintenance.....	47
	Plan Adoption	
	Plan Maintenance	
	Implementation Schedule	
	Integration of the Plans with Other Planning Initiatives	
X.	Resources.....	49

STOW HAZARD MITIGATION PLAN

LIST OF TABLES

Table 1:	Stow Characteristics from 2000 Census	3
Table 2:	Existing Land Use in Stow, 1999.....	4
Table 3:	Buildout Impacts in Stow, MAPC Analysis	5
Table 4:	Attendance at Local Multiple Hazard Planning Team Meetings	8
Table 5:	Attendance at the March 11, 2008 Board of Selectmen’s Meeting	8
Table 6:	Frequency and Severity of Natural Hazards in the State	9
Table 7:	Disaster and Emergency Declarations for Middlesex County	10
Table 8:	Flood Insurance Policies and Claims in Stow.....	11
Table 9:	Relationship of Critical Facilities and Selected Hazard Types in Stow.....	15
Table 10:	Estimated Damage in Stow from a Category 2 or 4 Hurricane.....	18
Table 11:	Estimated Damage in Stow from a Magnitude 5.0 and 7.0 Earthquake	19
Table 12:	Estimated Damages from Flooding in Stow	20
Table 13:	Relationship of Potential Development in Hazard Areas in Stow	21
Table 14:	Existing Natural Hazard Mitigation Measures in Stow	32
Table 15:	Potential Mitigation Measures in Stow	42

APPENDICES

Appendix A:	Natural Hazards Maps.....	51
Appendix B:	Meeting Agendas for Metro Boston North/West Regional Hazard Mitigation Community Planning Team and the Local Multiple Hazard Community Planning Team.....	59
Appendix C:	Documentation of the Public Meeting	65
Appendix D:	Documentation of Plan Adoption by the Board of Selectmen.....	67

STOW HAZARD MITIGATION PLAN

ACKNOWLEDGEMENTS AND CREDITS

This plan was prepared for the Town of Stow by the Metropolitan Area Planning Council (MAPC) under the direction of the Massachusetts Emergency Management Agency (MEMA) and the Massachusetts Department of Conservation and Recreation (DCR). The plan was funded by the Federal Emergency Management Agency's (FEMA) Pre-Disaster Mitigation (PDM) Grant Program.

MAPC Officers

President:	Jay Ash
Vice President:	Michelle Ciccolo
Secretary:	Marilyn Contreas
Treasurer:	Grace Shepard
Executive Director:	Marc D. Draisen

Credits

Project Manager:	Martin Pillsbury
Lead Project Planner:	Christine Wallace, P.E.
Mapping/GIS services:	Allan Bishop and Susan Brunton

Massachusetts Emergency Management Agency

Director:	Don Boyce
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Department of Conservation and Recreation

Commissioner:	Richard Sullivan
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Town of Stow Fire Department

Chief:	Mike McLaughlin
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STOW HAZARD MITIGATION PLAN

I. INTRODUCTION

Planning Requirements under the Federal Disaster Mitigation Act

The Federal Disaster Mitigation Act, passed in 2000, requires that after November 1, 2004, all municipalities that wish to continue to be eligible to receive Federal Emergency Management Agency (FEMA) funding for hazard mitigation grants, must adopt a local multi-hazard mitigation plan. This planning requirement does not affect disaster assistance funding.

Massachusetts has taken a regional approach and has encouraged the regional planning agencies to apply for grants to prepare plans for groups of their member communities. The Metropolitan Area Planning Council (MAPC) received a grant from the Federal Emergency Management Agency (FEMA) under the Pre-Disaster Mitigation (PDM) Program, to assist the Town of Stow and 22 other communities develop their local Hazard Mitigation Plans. The local Hazard Mitigation Plans produced under this grant are designed to meet the requirements of the Disaster Mitigation Act for each community.

What is Hazard Mitigation?

Natural hazard mitigation planning is the process of figuring out how to reduce or eliminate the loss of life and property damage resulting from natural hazards such as floods, earthquakes, and hurricanes. Hazard mitigation means to permanently reduce or alleviate the losses of life, injuries, and property damage resulting from natural hazards through long-term strategies. These long-term strategies can include planning, policy changes, programs, projects, and other activities.

**CERTIFICATE OF ADOPTION
TOWN OF STOW, MASSACHUSETTS
BOARD OF SELECTMEN
A RESOLUTION ADOPTING THE TOWN OF STOW
HAZARD MITIGATION PLAN**

WHEREAS, the Town of Stow established a Town of Stow Committee to prepare the Hazard Mitigation plan; and

WHEREAS, the Town of Stow Hazard Mitigation Plan contains several potential future projects to mitigate potential impacts from natural hazards in the Town of Stow, and

WHEREAS, a duly-noticed public meeting was held by the Board of Selectmen on December 14, 2010, and

NOW, THEREFORE BE IT RESOLVED that the Town of Stow Board of Selectmen adopts the Hazard Mitigation Plan, in accordance with M.G.L. c. 40 and the Town of Stow's local by-laws.

ADOPTED AND SIGNED this December 14, 2010

BOARD OF SELECTMEN

Stephen M. Dungan

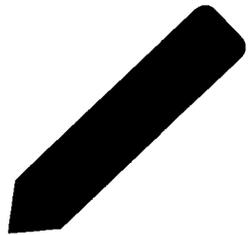
Charles Kern

Thomas E. Ryan III

James K. Salvie, Clerk

Laura Y. Spear, Chair

ATTEST



Memo

To: Board of Selectmen
From: Planning Board
CC: Building Department, Conservation Commission, Board of Health
Date: December 10, 2010
Re: 2011 License Renewals

Thank you for the opportunity to comment on the Board of Selectmen's 2011 License renewals.

At its meeting of December 7, 2010, the Planning Board reviewed the list you provided and offer the following comments:

In general, the Planning Board would like to understand the process and criteria for issuance and renewal of licenses.

Class II, Used Auto

- 102 Great Road (Chapel Hill Partners and Omega Motors Sports)
The Board questions why two licenses are issued to the same property. It is our understanding that Omega Motors Sports is an active business and it is not clear as to whether the Chapel Hill Partners is an active business. The Board questions whether a license should be renewed if the business is not active.
- 270 Great Road
The Planning Board understands that there is, or has been, a used auto business at a residence at 270 Great Road (across from Stow Away Inn), and wonder if a Class II License exists.

Common Victualer/Liquor Licenses

- Delta Epsilon, Inc., dba Stow House of Pizza
There are a number of issues of non-compliance with the Planning Board Special Permit for this site. Of specific concern is lighting which is a major nuisance and safety issue.
- Page Family Limited Partnership, dba Butternut Farm Golf Club
There are a number of non-compliance issues with the Planning Board Special Permit for this site that have been ongoing for many years.

Stow Selectmen's Office

From: Stow Selectmen's Office [selectmen@stow-ma.gov]
Sent: Friday, December 10, 2010 2:14 PM
To: Karen Kelleher; Tom Ryan; Steve Dungan; Laura Spear; James Salvie; Charlie Kern
Cc: Steve Quinn; Bill Wrigley; Craig Martin
Subject: RE: Selectmen's renewal of licenses for 2011 -- comments by 12/8, please

Hi Karen,
Thanks very much. This is exactly what the Selectmen were hoping to know before the meeting to renew licenses.

Would it be possible for you to comment on the following, as well?

- Has the Planning Board informed the licensees of its concerns?
- Has the Planning Board or Zoning Enforcement Agent issued written notice of the violations to the businesses?
- Are the businesses taking steps to correct the problems?

Thank you again.
Susan

Susan McLaughlin
Phoebe Haberkorn
Selectmen's Office
Town of Stow
978-897-4515

-----Original Message-----

From: Karen Kelleher [mailto:planning@stow-ma.gov]
Sent: Friday, December 10, 2010 1:18 PM
To: Tom Ryan; Susan McLaughlin; Steve Dungan; Laura Spear; James Salvie; Charlie Kern
Subject: RE: Selectmen's renewal of licenses for 2011 -- comments by 12/8, please

Hi Susan,
See attached memo from the Planning Board. Sorry I was unable to get it to you by your December 8th deadline.

Karen Kelleher
Planning Coordinator
Town of Stow
380 Great Road
Stow, MA 01775
978-897-5098
978-897-2321 (Fax)
www.stow-ma.gov

-----Original Message-----

From: Stow Selectmen's Office [mailto:selectmen@stow-ma.gov]
Sent: Friday, December 03, 2010 12:33 PM
To: Town Clerk; Terri Cole; Steve Quinn; Pat Perry; Pam Landry; Mike McLaughlin; Mike Clayton; Mark Trefry; Kay Desmond; Karen Kelleher; Jack Wallace; Dotty Wilbur; Cyndie Colosi; Craig Martin
Cc: Bill Wrigley; Charles Kern; Jim Salvie; Laura Spear; Steve Dungan; Tom Ryan

12/10/2010

Subject: Selectmen's renewal of licences for 2011 -- comments by 12/8, please

Hi everyone,

In response to a request for input into the Board of Selectmen's decisions regarding licensees, your department or board is invited to comment on the upcoming renewals of liquor, common victualer, and used car licenses for 2011.

Attached is a list of licensees for your review.

If you would like to comment, please send your input by next Wednesday, December 8, so it can be considered before the December 14 Board meeting. The Board will approve licenses at the December 14 meeting.

Thank you very much.
Susan

Susan McLaughlin
Phoebe Haberkorn
Selectmen's Office
Town of Stow
978-897-4515