

AGENDA  
BOARD OF SELECTMEN  
January 12, 2021  
7:00 p.m.  
Town Building & Zoom

Join Zoom Meeting  
<https://zoom.us/j/93814220066>

Meeting ID: 938 1422 0066

1. Public input
2. Chairman's comments
3. Recognition
  - Certificate for retiring library page Rosemary Bawn
4. Appointments:
  - Appointment of Barry Evers to the position of Call Fire Lieutenant
  - Appointment of Jonathan Gray to the position of Call Fire Lieutenant
5. Public Hearing  
7:15 PM - Ken's Liquor Shoppe liquor license transfer
6. Discussion and Possible Vote
  - Accept Donation to Cemetery Committee
  - Finalist Candidates for Police Chief: Richard Briggs, Edward Lee, and Michael Sallese
  - Discuss dates for Annual Town Meeting and Annual Town Election and open the warrant for 2021 Annual Town Meeting
  - Discussion and Approval of Policies:
    - Harassment Policy
    - Workplace Violence Policy
    - Anti-Fraud Policy
7. Town Administrator's Report
8. Liaison reports
9. Meeting minutes
  - February 25, 2020 – Executive Session
  - June 6, 2020
  - June 18, 2020 – Executive Session
  - June 26, 2020
  - June 29, 2020
  - December 8, 2020
10. Correspondence
11. Signatures Needed
  - A majority of Board members need to sign the State House Note being issued for the PFAS project
12. Adjournment

Posted Friday, 1/8/2021

# **RECOGNITION**

**COMMONWEALTH OF MASSACHUSETTS  
TOWN OF STOW**

**A Certificate of Appreciation to Rosemary Bawn**

On this 12<sup>th</sup> day of January 2021, the Stow Board of Selectmen hereby expresses its sincere appreciation to Rosemary Bawn for 25 years of service to the Town of Stow as Library Page for Randall Library.

Rosemary has always worked behind the scenes, often early in the morning, returning books to the shelves in Randall Library. She's a quiet person, and takes pride in her work. She may have gone unrecognized because she hasn't worked behind the desk, but her efforts have kept the library shelves well stocked and in perfect order. She is a gem to the Randall Library and to the Town of Stow, a talented artist and phenomenal quilter, and a dyed-in-the-wool Red Sox fan.

On behalf of the entire Town, the Board of Selectmen wishes Rosemary an enjoyable retirement filled with good health, happiness, enjoyment of family, and time to devote to her quilting, and her favorite baseball team.

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

\_\_\_\_\_  
Cortni Frecha, Clerk

\_\_\_\_\_  
Thomas E. Ryan III, Chair

\_\_\_\_\_  
James H. Salvie

\_\_\_\_\_  
Ellen Sturgis

# **APPOINTMENTS**



# STOW FIRE DEPARTMENT

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

**Joseph Landry**  
*Fire Chief*

January 7, 2021

Denise Dembkoski  
Stow Town Administrator  
380 Great Rd  
Stow, MA 01775

Dear Denise,

I respectfully recommend your consideration of Barry Evers and Jonathan Gray for appointment to Call Lieutenant for the Stow Fire Department. Both Barry and Jonathan along with two other members have completed the promotional process as outlined in the departments General Order # 400-04, "Promotional Process".

Barry Evers has been an active member of the Stow Fire Department since 2001. He is currently a Full-Time Firefighter/EMT and has previously held the position of Call Lieutenant. Barry brings with him a wealth of institutional knowledge as well as a passion for leadership which is evident by his development and oversight of our current Firefighter Cadet program. I recognize Barry as a current informal leader of the organization and recognize great potential for him and those he will guide with this promotion.

Jonathan Gray has also been a long-standing member of the organization. Jon was appointed as a Call Firefighter in 2005 at just 16 years old. For a short period between 2015 and 2017, Jon moved away and separated from the department. Since his return, he has attended the Massachusetts Fire Academy, Fire Officer 1 (2 weeks, full-time) program to better prepare himself for this opportunity. Although Jon has not held previous leadership roles within the organization, I do feel that he is a well-respected, active member and has the ability and knowledge to support and develop the members of Stow Fire.

I appreciate your consideration of both members for Call Lieutenant, please feel free to contact me if you would like any further information.

Sincerely,

Joseph Landry

7:15pm

# **PUBLIC HEARING**

developmental screenings for all 3 & 4 year old children who live in Bolton, Lancaster, and Stow. This screening is a brief assessment of developmental milestones. Appointments are required. Please call the location you wish to attend. Bolton - Florence Sawyer/Emerson School, 50 Mechanic St., contact Melissa Clericuzio @ (978) 779-0539 x5106. Stow - Center School, 403 Great Rd., contact Diane Kilcoyne @ (978) 897-0290 x6113. Lancaster - Mar Rowlandson School, 103 Hollywood Dr., contact Jen Frommer @ (978) 368-8482 x1103

For meeting links, call Linda Milton @ 978-779-0539 x3012. Or, visit [www.nrsd.net](http://www.nrsd.net) under Pupil Personnel Services/Early Childhood/Integrated Preschool for details on virtual meeting links.

### ~~OUT OF TOWN~~

#### WBN ADDRESSES NEGOTIATING OUTCOMES

WBN (Women's Business Network) meets via Zoom, Thursday evening Jan. 14, to discuss Negotiating Outcomes in Business and Life with Megan Marini, Personal Coach and Business Consultant. The event begins at 7:15 with networking, followed by brief announcements and 'round the room introductions.' WBN is a local, volunteer run networking group of 55 women in small businesses, professional practices, non-profits and the arts who meet monthly for mutual support, education & networking. For more information or to get the Zoom link for the meeting, contact Deb Oliva <[dboliva@charter.net](mailto:dboliva@charter.net)> (617) 543-1208. or [www.wbn-ma.org](http://www.wbn-ma.org) for membership info.

**Please send Calendar event announcements,  
IN PARAGRAPH FORM (no outlines or flyers)  
to [calendar@stowindependent.com](mailto:calendar@stowindependent.com) or [calendar@boltonindependent.com](mailto:calendar@boltonindependent.com)**

**DEADLINE is Friday 5 pm for Wednesday's paper  
as space allows. Publication is NOT GUARANTEED.**

**Please keep entries BRIEF.**



#### Town of Stow BOARD OF SELECTMEN

380 Great Road Stow, Massachusetts 01775-1122  
(978) 897-4515 [selectmen@stow-ma.gov](mailto:selectmen@stow-ma.gov) Fax (978) 897-4631

#### LICENSING BOARD FOR THE TOWN OF STOW (Board of Selectmen)

Notice is hereby given under Chapter 138 of the General Laws that Ken's Liquor Shoppe, Inc., 8 Hudson Road, Stow, has applied for a transfer of liquor license to AL & BC, Inc., 8 Hickory Lane, Hudson, MA 01749.

A public hearing will be held on the license transfer application on Tuesday, January 12, 2021 at 7:15 p.m. in the Stow Town Building, 380 Great Road, Stow, MA, with attendance via Zoom suggested.

Thomas E. Ryan, III  
Chairman, Board of Selectmen

Join Zoom Meeting  
<https://zoom.us/j/93814220066>  
Meeting ID: 938 1422 0066

Posted 12/15/2020

Print 1x, The Stow Independent, 12/23/2020 issue

# Fletcher Tilton<sup>PC</sup>

Attorneys at law

November 13, 2020

VIA HAND DELIVERY

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

Re: All Alcoholic Beverages License No. 00006-PK-1246  
Transfer from Ken's Liquor Shoppe, Inc. to AL & BC, Inc.

Dear Sir/Madam:

Enclosed please find the following in connection with the All Alcoholic Beverages License Transfer Application as referenced above:

1. DOR Certificate of Good Standing of Ken's Liquor Shoppe, Inc.,
2. DUA Certificate of Compliance of Ken's Liquor Shoppe, Inc.,
3. Transfer Application,
4. Articles of Organization of AL & BC, Inc.,
5. CORI Authorization form for Anthony L. Buscemi (principal and manager),
6. CORI Authorization for Janet E. Buscemi (principal),
7. Asset Purchase Agreement,
8. Proof of Citizenship in the form of a Birth Certificate for Anthony L. Buscemi,
9. Vote of the Corporate Board of AL & BC, Inc.,
10. Bank Statement for Source of Cash Contribution,
11. Copy of Lease,
12. Floor Plan,
13. Monetary Transmittal Form, and
14. Payment Receipt as to \$200 Fee paid online.

If you have any questions or need anything further, please feel free to contact me.

Very truly yours,

  
**Kerry A. Gorham**  
Fletcher Tilton PC  
The Guaranty Building  
370 Main Street, 11th Floor  
Worcester, MA 01608  
Tel. 508.459.8036  
Email [kgorham@fletchertilton.com](mailto:kgorham@fletchertilton.com)

Enclosure

**FletcherTilton.com**

Client Files/39490/0004/03767751.DOC

WORCESTER | FRAMINGHAM | BOSTON | PROVIDENCE | CAPE COD



# LICENSE

## ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF

The Town of Stow.....

MASSACHUSETTS

HEREBY GRANTS A

### RETAIL PACKAGE GOODS STORE

License to Expose, Keep for Sale, and to Sell

**All Kinds of Alcoholic Beverages**

**Not To Be Drunk On the Premises**

To Ken's Liqueur Shoppe, Inc......

on the following described premises

one floor building with display  
and sales room, storeroom and  
cooler area.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31st, 2020., unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this 10<sup>th</sup> day of December 2019..

The Hours during which Alcoholic Beverages may be sold are

From see attached.....

Town of Stow.....

Regulations Governing.....

the Sale of Alcoholic.....

Beverages dated.....

October 2014.....

Robert Frecha  
LOB

Denald M. Lawler

LICENSING BOARD

license # 00006 - PK - 1246

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



KENS LIQUOR SHOPPE INC  
PO BOX 266  
STOW MA 01775-0266

### ***Why did I receive this notice?***

The Commissioner of Revenue certifies that, as of the date of this certificate, KENS LIQUOR SHOPPE INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

### ***What if I have questions?***

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### ***Visit us online!***

Visit [mass.gov/dor](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker  
GOVERNOR  
Karyn E. Polito  
LT. GOVERNOR



270246766

Rosalin Acosta  
SECRETARY  
Richard A. Jeffers  
DIRECTOR

KEN S LIQUOR SHOPPE INC  
PO Box 266  
Stow, MA 01775-0266

EAN: 09225860  
October 05, 2020

Certificate Id:41543

The Department of Unemployment Assistance certifies that as of 10/5/2020 ,KEN S LIQUOR SHOPPE INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
 www.mass.gov/abcc

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

**1. TRANSACTION INFORMATION**

- Transfer of License
- Alteration of Premises
- Change of Location
- Management/Operating Agreement
- Pledge of Inventory
- Pledge of License
- Pledge of Stock
- Other
- Change of Class
- Change of Category
- Change of License Type  
(§12 ONLY, e.g. "club" to "restaurant")

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Applicant is purchasing the business of the current license holder.

**2. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="Off-Premises-15"/>	<input type="text" value="§15 Package Store"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

**3. BUSINESS ENTITY INFORMATION**

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number  FEIN

Entity Name

DBA  Manager of Record

Street Address

Phone  Email

Add'l Phone  Website

**4. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

liquor store - 2,400 sq ft - 1 floor - display area and storage area separated by a partial wall plus a 24'x16' walk-in cooler and a bathroom - see floor plan

Total Sq. Footage	<input type="text" value="2,400"/>	Seating Capacity	<input type="text" value="n/a"/>	Occupancy Number	<input type="text"/>
Number of Entrances	<input type="text" value="2"/>	Number of Exits	<input type="text" value="2"/>	Number of Floors	<input type="text" value="1"/>

**APPLICATION FOR A TRANSFER OF LICENSE**

**5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST**

Transferor Entity Name  By what means is the license being transferred?

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Larry W. Manosh	President, Treasurer, Secretary & Director	100%
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST**

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLC Members, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:  
**On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers** - At least 50% must be US citizens;  
**Off Premises(Liquor Store) Directors or LLC Managers** - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
<b>Anthony L. Buscemi</b>	8 Hickory Lane, Hudson, MA 01749	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President & Director	50%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<b>Janet E. Buscemi</b>	8 Hickory Lane, Hudson, MA 01749	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

**APPLICATION FOR A TRANSFER OF LICENSE**

**6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)**

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached?  Yes  No

**CRIMINAL HISTORY**

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

Yes  No

**6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Buscemi's Townline Convenience	off premises	000600020	Acton
Buscemi's Convenience	off premises	054800024	Hudson

**6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	
Anthony L. Buscemi	beer and wine		

## APPLICATION FOR A TRANSFER OF LICENSE

### 6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation
11/24/2007	Buscemi's Convenience	Hudson	1 day susp. for service of under age customer

### 7. CORPORATE STRUCTURE

Entity Legal Structure

Date of Incorporation

State of Incorporation

Is the Corporation publicly traded?  Yes  No

### 8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes  No

### 9. APPLICATION CONTACT

The application contact is the person who the licensing authorities should contact regarding this application.

Name:

Phone:

Title:

Email:

**APPLICATION FOR A TRANSFER OF LICENSE**

**10. FINANCIAL DISCLOSURE**

A. Purchase Price for Real Estate	<input type="text"/>
B. Purchase Price for Business Assets	\$300,000.00
C. Other* (Please specify)	<input type="text"/>
D. Total Cost	\$300,000.00

\*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

**SOURCE OF CASH CONTRIBUTION**

Please provide documentation of available funds. (E.g. Bank or other Financial Institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Janet E. Buscemi Revocable Trust	\$15,000.00 deposit
Janet E. Buscemi Revocable Trust	\$45,000.00 balance of down payment at closing
<b>Total</b>	<b>\$60,000.00</b>

**SOURCE OF FINANCING**

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Avidia Bank	\$240,000.00	commercial loan	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

**FINANCIAL INFORMATION**

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

personal funds of principals

**11. PLEDGE INFORMATION**

Please provide signed pledge documentation.

Are you seeking approval for a pledge?  Yes  No

Please indicate what you are seeking to pledge (check all that apply)  License  Stock  Inventory

To whom is the pledge being made?



## 12. MANAGER APPLICATION

### A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name  Date of Birth  SSN

Residential Address

Email  Phone

Please indicate how many hours per week you intend to be on the licensed premises

### B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?\*  Yes  No \*Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?  Yes  No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

### C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
		Principal		

### D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action?  Yes  No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
11/24/2007	054800024	MA	Hudson	1 day suspension - service of under age customer

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature

*Anthony J. Buscemi*

Date

11/13/2020

**13. MANAGEMENT AGREEMENT**

Are you requesting approval to utilize a management company through a management agreement?

Yes  No

If yes, please fill out section 13.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

**IMPORTANT NOTE:** A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

**13A. MANAGEMENT ENTITY**

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

**CRIMINAL HISTORY**

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

Yes  No

If yes, attach an affidavit providing the details of any and all convictions.

**13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES**

**LICENSE**

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

**13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

**13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

**13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

**13F. TERMS OF AGREEMENT**

- a. Does the agreement provide for termination by the licensee? Yes  No
- b. Will the licensee retain control of the business finances? Yes  No
- c. Does the management entity handle the payroll for the business? Yes  No

d. Management Term Begin Date  e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

**ABCC Licensee Officer/LLC Manager**

**Management Agreement Entity Officer/LLC Manager**

Signature:

Signature:

Title:

Title:

Date:

Date:

## ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

As to the 1 day suspension noted under 6C. and 12D., this has already been vetted on prior applications by the principals. Also, the local authorities performed subsequent favorable compliance checks.

**APPLICANT'S STATEMENT**

I, Anthony L. Buscemi the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory  
of AL & BC, Inc.  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

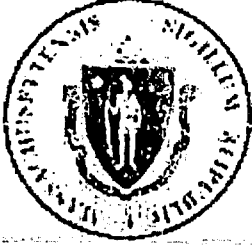
I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: *Anthony L. Buscemi*

Date: 11/13/2020

Title: President



**The Commonwealth of Massachusetts  
William Francis Galvin**

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division  
One Ashburton Place, 17th floor  
Boston, MA 02108-1512  
Telephone: (617) 727-9640

**Articles of Organization**

(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001428892

**ARTICLE I**

The exact name of the corporation is:

AL & BC, INC.

**ARTICLE II**

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

**ARTICLE III**

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	10,000	\$0.00	1,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

**ARTICLE IV**

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

**ARTICLE V**

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

**ARTICLE VI**

Other lawful provisions, and if there are no provisions, this article may be left blank.

A. NO SHAREHOLDER OF THE CORPORATION SHALL SELL, ASSIGN, PLEDGE OR OTHERWISE TRANSFER (COLLECTIVELY, "TRANSFER") ANY OF THE SHARES OF STOCK OF THE CORPORATION, OR ANY RIGHT OR INTEREST THEREIN, WHETHER VOLUNTARILY OR BY OPERATION OF LAW, OR BY GIFT OR OTHERWISE, EXCEPT BY A TRANSFER WHICH MEETS THE FOLLOWING REQUIREMENTS: 1. IF ANY SHAREHOLDER (THE "SELLING SHAREHOLDER") PROPOSES TO TRANSFER ANY SHARES OF STOCK OF THE CORPORATION (THE "OFFERED SHARES"), THEN THE SELLING SHAREHOLDER SHALL FIRST GIVE WRITTEN NOTICE OF THE PROPOSED TRANSFER (THE "TRANSFER NOTICE") TO THE CORPORATION. THE TRANSFER NOTICE SHALL NAME THE PROPOSED TRANSFEREE AND STATE THE NUMBER OF OFFERED SHARES, THE PRICE PER SHARE, AND ALL OTHER MATERIAL TERMS AND CONDITIONS OF THE TRANSFER. 2. FOR THIRTY (30) DAYS FOLLOWING ITS RECEIPT OF SUCH TRANSFER NOTICE, THE CORPORATION SHALL HAVE THE OPTION TO PURCHASE ALL, OR ANY LESSER PART OF THE OFFERED SHARES, AT THE "AGREEMENT PRICE" AS SUCH TERM IS DEFINED BELOW. IN THE EVENT THE CORPORATION ELECTS TO PURCHASE ALL OF THE OFFERED SHARES, IT SHALL GIVE WRITTEN NOTICE OF ITS ELECTION TO THE SELLING SHAREHOLDER WITHIN SUCH THIRTY (30) DAY PERIOD, AND THE SETTLEMENT OF THE SALE OF SUCH OFFERED SHARES SHALL BE MADE AS PROVIDED BELOW. 3. IF THE CORPORATION DOES NOT ELECT TO ACQUIRE ALL OF THE OFFERED SHARES, THE CORPORATION SHALL, WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THE TRANSFER NOTICE, GIVE WRITTEN NOTICE OF ITS DECISION TO THE HOLDERS OF STOCK OF THE CORPORATION, OTHER THAN THE SELLING SHAREHOLDER ("ELIGIBLE SHAREHOLDERS"). SUCH NOTICE SHALL STATE THE NUMBER OF OFFERED SHARES AVAILABLE FOR PURCHASE. EACH ELIGIBLE SHAREHOLDER SHALL BE ENTITLED TO PURCHASE AT THE "AGREEMENT PRICE" THAT PROPORTION OF THE OFFERED SHARES AVAILABLE FOR PURCHASE AS THE NUMBER OF SHARES OF COMMON STOCK OWNED BY HIM BEARS TO THE TOTAL NUMBER OF ISSUED AND OUTSTANDING SHARES OF STOCK OF THE CORPORATION THEN OWNED BY ALL ELIGIBLE SHAREHOLDERS. WITHIN THIRTY (30) DAYS AFTER MAILING OF SUCH NOTICE TO THE ELIGIBLE SHAREHOLDERS, EACH ELIGIBLE SHAREHOLDER SHALL GIVE WRITTEN NOTICE TO THE CORPORATION AND THE SELLING SHAREHOLDER STATING HOW MANY SHARES OF HIS PRO RATA ALLOTMENT HE WILL PURCHASE, AND HOW MANY ADDITIONAL SHARES HE WILL PURCHASE IF ADDITIONAL OFFERED SHARES ARE MADE AVAILABLE. IF AN ELIGIBLE SHAREHOLDER FAILS TO RESPOND IN WRITING WITHIN THIS THIRTY (30) DAY PERIOD TO THE NOTICE GIVEN BY THE CORPORATION, THE RIGHT OF SUCH ELIGIBLE SHAREHOLDER TO ACQUIRE HIS PROPORTIONATE PART OF THE OFFERED SHARES OF THE SELLING SHAREHOLDER SHALL TERMINATE. IF ONE OR MORE ELIGIBLE SHAREHOLDERS DO NOT ELECT TO ACQUIRE HIS FULL PRO RATA SHARES OF THE OFFERED SHARES AVAILABLE, THESE OFFERED SHARES SHALL BE ALLOCATED TO EACH OTHER ELIGIBLE SHAREHOLDER IN THE SAME PROPORTION AS THE ELIGIBLE SHAREHOLDER'S HOLDINGS OF STOCK BEARS TO THE AGGREGATE OF ALL ELIGIBLE SHAREHOLDERS' HOLDINGS OF COMMON STOCK. IF ANY ELIGIBLE SHAREHOLDER IS THEREBY GIVEN THE RIGHT TO PURCHASE A GREATER NUMBER OF OFFERED SHARES THAN HE HAS SUBSCRIBED FOR, THE EXCESS SHALL BE REALLOCATED TO THE OTHER ELIGIBLE SHAREHOLDERS ON THE SAME PROPORTIONATE BASIS DESCRIBED ABOVE. THE CORPORATION SHALL ALLOCATE AND REALLOCATE THE SHARES AVAILABLE ACCORDING TO THIS PROCEDURE, BUT IT SHALL HAVE DISCRETION TO ALLOCATE AMOUNTS OF LESS THAN 100 SHARES AS IT SEES FIT IN ITS SOLE DISCRETION. ALL ALLOCATIONS AND REALLOCATIONS PURSUANT TO THIS SUBSECTION MUST BE COMPLETED WITHIN FOURTEEN (14) DAYS AFTER THE END OF THE THIRTY (30) DAY PERIOD REFERRED TO ABOVE. 4. IF THE CORPORATION AND/OR ELIGIBLE SHAREHOLDERS ELECT TO ACQUIRE ALL, BUT NOT LESS THAN ALL, OF THE OFFERED SHARES, THE CORPORATION SHALL SO NOTIFY THE SELLING SHAREHOLDER AND SETTLEMENT SHALL BE MADE AT THE PRINCIPAL OFFICE OF THE CORPORATION IN CASH WITHIN 30 DAYS AFTER THE CORPORATION PROVIDES NOTICE TO THE SELLING SHAREHOLDER ACCORDING TO THE TERMS OF SUB-SECTION 2 OR 3 ABOVE, OR AS PROVIDED IN AN AGREEMENT AMONG THE SHAREHOLDERS; PROVIDED; HOWEVER, THAT IF THE TERMS OF PAYMENT SET FORTH IN THE TRANSFER NOTICE WERE OTHER THAN CASH AGAINST DELIVERY O

F SUCH CONSIDERATION, THE CORPORATION AND/OR THE ELIGIBLE SHAREHOLDERS MAY ELECT TO PAY FOR THE OFFERED SHARES ON THE SAME TERMS AND CONDITIONS SET FORTH IN THE TRANSFER NOTICE. 5. THE AGREEMENT PRICE SHALL BE THE FAIR MARKET VALUE OF THE SHARES OF THE OFFERED SHARES AS DETERMINED BY THE INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT ("CPA") REGULARLY EMPLOYED BY THE CORPORATION, OR IF THE CORPORATION HAS NO REGULARLY EMPLOYED CPA, A CPA SELECTED BY THE CORPORATION FOR THIS PURPOSE. THIS VALUATION SHALL BE DETERMINED UNDER THE SAME METHODS AS WOULD BE USED FOR DETERMINING THE ESTATE TAX VALUE OF THE OFFERED STOCK IF THE SELLING SHAREHOLDER HAD DIED ON THE DATE THE OFFER WAS DEEMED MADE, IGNORING ANY ALTERNATE VALUATION DATE OR SPECIAL USE VALUATION. THE CORPORATION SHALL PROVIDE SUCH DATA AS THE CPA DEEMS NECESSARY OR USEFUL TO MAKE SUCH DETERMINATION OF THE FAIR MARKET VALUE OF THE OFFERED STOCK. 6. IF THE CORPORATION AND/OR THE ELIGIBLE SHAREHOLDERS DO NOT ELECT TO ACQUIRE ALL OF THE OFFERED SHARES, THE SELLING SHAREHOLDER MAY, WITHIN THE 90-DAY PERIOD FOLLOWING THE EXPIRATION OF THE OPTION RIGHTS GRANTED TO THE CORPORATION AND THE ELIGIBLE SHAREHOLDERS, TRANSFER THE OFFERED SHARES TO THE PROPOSED TRANSFEREE OR ANY OTHER PURCHASER, PROVIDED THAT THIS SALE SHALL NOT BE ON TERMS AND CONDITIONS MORE FAVORABLE TO THE PURCHASER THAN THOSE CONTAINED IN THE TRANSFER NOTICE. NOTWITHSTANDING ANY OF THE ABOVE, ALL OFFERED SHARES TRANSFERRED PURSUANT TO THIS SECTION SHALL BE SUBJECT TO THE PROVISIONS OF THIS SECTION IN THE SAME MANNER AND TO THE SAME EXTENT AS BEFORE THE TRANSFER. B. THE FOLLOWING TRANSACTIONS SHALL BE EXEMPT FROM THE PROVISIONS OF PARAGRAPH A ABOVE: 1. A SHAREHOLDER'S TRANSFER OF ANY OR ALL OF HIS SHARES EITHER DURING HIS LIFETIME OR ON DEATH BY WILL OR INTESTACY TO HIS IMMEDIATE FAMILY OR TO A TRUST THE BENEFICIARIES OF WHICH ARE EXCLUSIVELY ONE OR MORE OF THE SHAREHOLDER AND A MEMBER OR MEMBERS OF THE SHAREHOLDER'S IMMEDIATE FAMILY. "IMMEDIATE FAMILY" SHALL MEAN SPOUSE AND LINEAL DESCENDANTS; 2. A SHAREHOLDER'S TRANSFER OF ANY OR ALL OF ITS SHARES PURSUANT TO AND IN ACCORDANCE WITH THE TERMS OF ANY MERGER, CONSOLIDATION, SHARE EXCHANGE, RECLASSIFICATION OF SHARES OR CAPITAL REORGANIZATION OF THE CORPORATE SHAREHOLDER, OR PURSUANT TO A SALE OF SUBSTANTIALLY ALL OF THE STOCK OR ASSETS OF A CORPORATE SHAREHOLDER; 3. A TRANSFER PURSUANT TO AN AGREEMENT AMONG THE SHAREHOLDERS PROVIDING FOR STOCK TRANSFER AGREEMENTS BETWEEN THE SHAREHOLDERS AND/OR THE CORPORATION; 4. A TRANSFER TO A PERSON WHO IS ALREADY A SHAREHOLDER OF THE CORPORATION; 5. A TRANSFER TO THE GUARDIAN OR CONSERVATOR OF THE SHAREHOLDER; OR, 6. ANY TRANSFER PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT FILED BY THE CORPORATION WITH THE SECURITIES AND EXCHANGE COMMISSION. C. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, A SHAREHOLDER OF THE CORPORATION SHALL BE DEEMED TO HAVE GIVEN A TRANSFER NOTICE TO THE CORPORATION AND TO HAVE OFFERED TO SELL ALL OF THE SHARES OF STOCK OF THE CORPORATION THEN HELD BY SUCH SHAREHOLDER: 1. IF SUCH SHAREHOLDER DIES AND AS A RESULT ANY TRANSFER OF STOCK IS TO BE MADE OTHER THAN AS PERMITTED BY SUBSECTION (F)(1) ABOVE; 2. IF SUCH SHAREHOLDER APPLIES FOR OR CONSENTS TO THE APPOINTMENT OF A CUSTODIAN, RECEIVER, TRUSTEE OR LIQUIDATOR OF ANY OF HIS PROPERTIES; 3. IF SUCH SHAREHOLDER ADMITS IN WRITING HIS INABILITY TO PAY HIS DEBTS AS THEY MATURE; 4. IF THERE IS A DISSOLUTION, TERMINATION OF EXISTENCE, LIQUIDATION, INSOLVENCY OR BUSINESS FAILURE OF THE SHAREHOLDER; 5. IF THERE IS A COMPOSITION OR AN ASSIGNMENT OR TRUST MORTGAGE FOR THE BENEFIT OF CREDITORS BY THE SHAREHOLDER; 6. UPON THE COMMENCEMENT BY OR AGAINST THE SHAREHOLDER OF ANY PROCEEDING UNDER THE UNITED STATES BANKRUPTCY CODE OR ANY OTHER FEDERAL OR STATE BANKRUPTCY, REORGANIZATION, RECEIVERSHIP, INSOLVENCY OR OTHER SIMILAR LAW AFFECTING THE RIGHTS OF CREDITORS GENERALLY; OR, 7. IF THAT SHAREHOLDER'S SHARES ARE SUBJECT TO (I) ATTACHMENT OR EXECUTION OF A JUDGMENT OR (II) ANY OTHER TRANSFER BY COURT ORDER, OPERATION OF LAW, BY GIFT OR OTHER



RWISE WITHOUT CONSIDERATION. D. IF ANY OFFER IS DEEMED TO HAVE BEEN MADE UNDER SUB-PARAGRAPH C ABOVE, THE CORPORATION AND/OR THE ELIGIBLE SHAREHOLDERS MAY ELECT TO PURCHASE ALL OR ANY PORTION OF SUCH OFFERED SHARES AT THE "AGREEMENT PRICE" AS SUCH TERM IS DEFINED ABOVE. E. THE CORPORATION MAY ASSIGN ITS RIGHTS TO PURCHASE SHARES OF STOCK IN ANY PARTICULAR TRANSACTION UNDER THIS SECTION TO ONE OR MORE PERSONS OR ENTITIES. F. ANY SALE OR TRANSFER, OR PURPORTED SALE OR TRANSFER, OF SECURITIES OF THE CORPORATION SHALL BE NULL AND VOID UNLESS THE TERMS, CONDITIONS AND PROVISIONS OF THIS SECTION ARE STRICTLY OBSERVED AND FOLLOWED. G. THE FOLLOWING LEGEND SHALL BE NOTED CONSPICUOUSLY ON THE FRONT OR BACK OF CERTIFICATES REPRESENTING SHARES OF STOCK OF THE CORPORATION AND SHALL BE CONTAINED IN THE INFORMATION STATEMENT REQUIRED BY SECTION 6.26(B) OF THE MASSACHUSETTS BUSINESS CORPORATION ACT, AS AMENDED FROM TIME TO TIME, FOR UNCERTIFICATED SHARES OF STOCK OF THE CORPORATION: "THE SHARES REPRESENTED BY THIS CERTIFICATE OR DESCRIBED IN THIS INFORMATION STATEMENT ARE SUBJECT TO A RIGHT OF FIRST REFUSAL IN FAVOR OF THE CORPORATION AND ITS OTHER SHAREHOLDERS, AS PROVIDED IN THE BYLAWS OF THE CORPORATION, A COPY OF WHICH CAN BE OBTAINED FROM THE SECRETARY OF THE CORPORATION."

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

**ARTICLE VII**

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing.

Later Effective Date: Time:

**ARTICLE VIII**

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: ANTHONY L. BUSCEMI  
 No. and Street: 8 HICKORY LANE  
 City or Town: HUDSON State: MA Zip: 01749 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

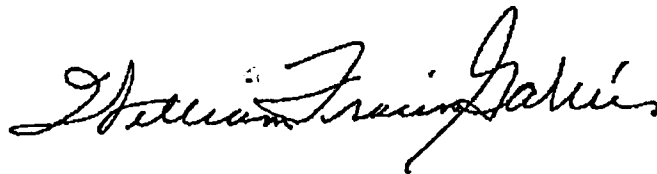
Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ANTHONY L BUSCEMI	8 HICKORY LANE HUDSON, MA 01749 USA
TREASURER	JANET E BUSCEMI	8 HICKORY LANE HUDSON, MA 01749 USA
SECRETARY	JANET E BUSCEMI	8 HICKORY LANE HUDSON, MA 01749 USA
DIRECTOR	BRIAN C BUSCEMI	31 EATON DRIVE HUDSON, MA 01749 USA



THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

March 04, 2020 09:40 AM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

## ASSET PURCHASE AGREEMENT

AGREEMENT made this 16th day of July, 2020, by and between **Ken's Liquor Shoppe, Inc.** with a business address of 8 Hudson Road, Stow, MA 01775 (hereinafter referred to as the "Seller") and **AL & BC Inc.**, a duly organized Massachusetts Corporation, with a principal place of business of 8 Hickory Lane Hudson, MA 01749 (hereinafter collectively referred to as the "Buyer").

WHEREAS, the Seller owns and operates a retail liquor store, operating under the name of "**Ken's Liquor Shoppe**" which business is located at 8 Hudson Road, Stow, MA 01775 (the "Business"); and

WHEREAS, Seller desires to sell to the Buyer and the Buyer desires to purchase from the Seller, the Business upon the terms and conditions hereinafter set forth.

In consideration of the covenants and agreements hereinafter set forth, the parties have agreed and by these terms do hereby agree as follows:

1. SALE OF CERTAIN ASSETS. The Seller agrees to sell and the Buyer agrees to buy the following assets of the Business (the "assets"):

(a) Personal Property and Equipment. All personal property, furniture and equipment now owned by the Seller, and used or usable in connection with the Business, including without limiting the generality of the foregoing, all furniture, fixtures and equipment, said personal property being more particularly described in the list attached hereto and marked **Exhibit "A"** (the "Personal Property and Equipment").

(b) Inventory. The re-saleable liquor inventory of the Business as hereinafter described on **Exhibit "B"**.

(c) Business and Good Will. The Buyer shall be given all rights of the Seller to the business, including its customer list, and goodwill of the Seller and all of Seller's right to use the name "Ken's Liquor Shoppe".

(d) Transfer of Licenses. To the extent that they are transferable the Seller shall transfer to the Buyer all of the licenses currently used by the Seller in the operation of the Business.

(e) Business name "Ken's Liquor Shoppe"

(f) Contact Information. All telephone numbers, email addresses, websites, social media, and any other type of public contact information numbers and/or sites shall be transferred in conjunction with this sale.

The Personal Property and re-saleable inventory shall be transferred by a general Bill of Sale of the Seller conveying, free from all claims, liens and encumbrances, all of the assets to be sold pursuant to the terms hereof.

2. EXCLUSIONS. The following items of personal property are excluded from this sale:

- (a) Money either in the bank in the name of the Seller or on the premises at the time of closing;
- (b)

3. PURCHASE PRICE.

(a) For said Bill of Sale, conveyance and transfer, the Buyer, or its nominee, shall pay the total sum of **Three Hundred Thousand and 00/100 (\$300,000.00) Dollars** as follows:

(i) Fifteen Thousand and 00/100 (\$15,000.00) Dollars shall be paid upon the execution hereof, the receipt of which is hereby acknowledged by the Seller and is to be held by the Seller's attorney in an escrow account; and

(ii) Two Hundred Eighty-Five Thousand (\$285,000.00) Dollars on the day of closing.

(b) Other Adjustments. Adjustments shall be made at the time of the closing for the following: license fees; security deposits; utility deposits; lottery tickets, cigarettes, cigars, and other tobacco products and for all prepaid contracts and all other matters customarily adjusted at a closing for the sale of a business. **No adjustment shall be made for the liquor inventory.**

4. REPRESENTATIONS AND COVENANTS OF SELLER. The Seller warrants, represents and covenants the following:

(a) The Seller is a Massachusetts corporation in good standing.

(b) As of the date of closing, the Seller will be the owner and will have good and marketable title to all assets being sold, free and clear from all encumbrances.

(c) The Seller has not entered into any contract to sell or mortgage the Business or any portion thereof other than with the Buyer.

(d) As of the date of closing there will be no litigation or other proceedings pending known or threatened against the Seller.

(e) The Bill of Sale and instruments of assignment to be delivered at the closing will transfer to the Buyer all of the Personal Property used by the Seller at the location of the Business except with regard to any Personal Property otherwise noted on Exhibit A as EXCLUDED attached hereto.

(f) The Bill of Sale will state that this conveyance and transfer is free and clear from all encumbrances and will contain the usual warranties of title which will survive the closing.

(g) The Business will be conducted up to the date of the closing in accordance with all laws, rules and regulations of the town, state and federal governments.

(h) No judgments, taxes or liens will be outstanding at the time of closing against the Seller or against the Business.

(i) The assets of the Business shall at the time of closing be in the same condition as they now are, reasonable use and wear thereof excepted.

(j) The Seller has paid or will pay prior to closing all taxes, including social security, withholding, sales taxes, meals taxes, cigarette taxes and unemployment taxes relating to the operation of the Business and due and payable by it to the town, state and federal governments prior to the closing date and shall be responsible at closing for providing the appropriate certificate(s) from the Commonwealth of Massachusetts evidencing the same..

5. ASSUMPTION OF LIABILITIES.

None

6. CLOSING. The closing shall take place at Fetcher Tilton PC 370 Main Street, 11<sup>th</sup> Floor, Worcester, Massachusetts 01608, Massachusetts on the later of September 3, 2020, or upon approval of the liquor license by the Massachusetts Alcohol Beverage Control Commission and the Town of Stow.

At the closing, and as a condition precedent to the payment of the purchase price provided for in Paragraph 3 hereof, the Seller shall deliver to the Buyer the following documents:

(a) A Bill of Sale conveying good title to the Personal Property with the usual warranties of title in accordance with this agreement, free from all encumbrances.

(b) A Certificate of Good Standing and Legal Existence issued by the Secretary of State's Office of the Commonwealth of Massachusetts.

(c) A vote of all of the issued and outstanding shares of the stock of the Seller entitled to vote, authorizing the sale of the Business to the Buyer.

(d) Any other documents reasonably required by the Buyer's counsel in order to effectuate the transfer contemplated herein.

(e) Signed non-compete Agreement.

(f) A Certificate of Tax Good Standing issued with respect to Seller by the Massachusetts Department of Revenue, or a Certificate of Excise Tax Lien Waiver issued with respect to Seller by the Massachusetts Department of Revenue, pursuant to G.L. c. 62C, Section 52.

(g) Releases of any and all outstanding security interest(s) in or to assets being conveyed to the Buyer; Seller shall convey at closing the Assets free and clear from any liens and/or encumbrances.

7. COVENANT NOT TO COMPETE. The Seller and Larry Manosh individually shall execute a Covenant Not to Compete at the closing pursuant to which the Seller and Larry W. Manosh shall agree not to engage directly or indirectly in any business that competes with the current business operation which is the subject of this agreement for a period of ten (10) years.

8. RISK OF LOSS. The Seller assumes all risks of destruction, loss or damage due to fire or other casualty up to the date of closing. If the destruction, loss or damage is such that the Business is substantially interrupted or curtailed, or if the amount of the damage is reasonably estimated to exceed the sum of Ten Thousand and 00/100 (\$10,000.00) Dollars, then the Buyer shall have the option to terminate this Agreement, and all payments made hereunder



shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto. If the destruction, loss or damage is such that the Business is neither interrupted nor curtailed, the purchase price shall be adjusted by mutual agreement of the Buyer and Seller at the closing to reflect such destruction, loss or damage. If, prior to Closing, the building that is used as a location for the SELLER'S business is damaged or destroyed, then BUYER may rescind this Agreement in the manner provided above unless arrangements for repair satisfactory to all parties involved are made prior to Closing.

9. SURVIVAL OF REPRESENTATIONS. All representations, warranties, and agreements made by the Seller in this agreement or pursuant hereto, except as otherwise expressly stated, shall survive for a period of eighteen (18) months after the closing.

10. INDEMNIFICATION. The Seller agrees to indemnify and save harmless the Buyer against any loss, costs and expenses, including reasonable attorney's fees, which the Buyer may incur or sustain by reason of any claims made against the Buyer for any obligation incurred by the Seller for which the Buyer becomes liable.

The Buyer agrees to indemnify and save harmless the Seller against any loss, costs and expenses including reasonable attorney's fees, which Seller may have or sustain by reason of any claims made against the Seller which are the obligation of the Buyer.

11. EXTENSION OF TIME OF PERFORMANCE. If the Seller shall be unable to give title or to make delivery as above stipulated, the Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time

for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days.

12. DEPOSIT. All deposits made hereunder shall be held in escrow by Atty. William E. O'Neil, Jr., attorney for the Seller, and duly accounted for at closing.

13. BUYER'S DEFAULT. In the event of default of the Buyer hereunder, any deposit paid by the Buyer hereunder shall be retained by the Seller as liquidated damages, which shall be the sole remedy at law and in equity for the Seller.

14. BROKER.

Intentionally deleted.

Each party represents that they have not represented by, or introduced to the other by a broker, agent, or sales person acting on their behalf.

15. CONDITIONS OF SALE. This Agreement is subject to the following:

(a) The transfer from Seller or the direct procurement by Buyer from appropriate authorities, of all necessary licenses, permits and approvals for the operation of a liquor store retail as it is currently being operated.

16. USE OF PURCHASE MONEY TO CLEAR TITLE. To enable the Seller to make conveyance and transfer as herein provided, the Seller may at the time of delivery of the Bill of Sale and other instruments of transfer, use the purchase money or any portion thereof, to clear title of any or all encumbrances; PROVIDED, that all instruments so procured are recorded simultaneously, or reasonably thereafter, with the delivery of said Bill of Sale.

17. NOTICES. All notices required hereunder shall be in writing by the party of the party's attorney and shall be deemed to have been given (a) when delivered by hand, or (b) when

mailed by registered or certified mail, return receipt requested, all charges prepaid, or (c) when received via overnight delivery service, or (d) when received via facsimile transmission, (e) via email with a confirmed receipt, with original notice postmarked on the date of such transmission, addressed:

for Seller: William E. O'Neil, Jr.  
Philbin & O'Neil LLC  
43 High Street  
Clinton, MA 01510  
(978) 365-4587 Phone  
(978) 368-8411 Fax

for Buyer: Christopher P. Yates, Esq.  
Fetcher Tilton PC  
370 Main Street, 11<sup>th</sup> Floor  
Worcester, MA 01608  
Tel. 508-532-3524  
Fax: 508-532-3124  
Email: cyates@fletchertilton.com

18. BENEFIT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives, provided that neither party shall assign any of its rights hereunder without the prior written consent of the other.

19. ENTIRE AGREEMENT MODIFICATION. This Agreement is to take effect as a sealed instrument and sets forth the entire agreement between the parties relative to the subject matters hereof and may be cancelled or modified only by a written instrument executed by the parties.

20. MASSACHUSETTS CONTRACT. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and may be executed in any number of

counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument.

**Additional provisions:**

This Agreement is contingent upon the simultaneous transfer of the real estate located at 8 Hudson Road, Stow, Massachusetts 01775 to the Buyer, or Buyer's nominee, as evidenced by a Purchase and sale Agreement of even date.

Each party shall not, either during the term of this Agreement or thereafter, reveal or disclose to any person outside the Parties, without the other Party's prior authorization, whether by private communication, public address, publication or otherwise, any trade secrets of either Party not already lawfully available to the public, or any marketing technique or cost method, or any investor or client list, whether or not supplied by each respective Party or by others in the employ of each Party.

For the purpose of this contract facsimile and electronic signatures shall have the same force and effect as originals.

**Seller's Conduct before Closing Date. Before the Closing Date, the Seller:**

- i. shall conduct its business and operations in the same manner Seller has been conducting the business prior to the date of this agreement;
- ii. shall maintain all of its properties and assets in their current working order, and repair (ordinary wear and tear excepted);
- iii. shall perform its obligations under all agreements binding upon it and shall not enter into no contract or incur any commitment for the Business extending beyond the closing date without Buyer's written consent, which consent shall not be unreasonably withheld;
- iv. shall continue in effect the Insurance Policies (or similar coverage);
- v. shall use best efforts to preserve the Business including to keep available the service of present employees of the Business and maintain and preserve the good will of the suppliers, customers, and others having business relations with it;
- vi. shall not enter into any compromise or settlement of any litigation, proceeding or governmental investigation relating to its properties or business; and
- ii. shall not directly or indirectly, in any way, contact, initiate, enter into, or conduct any discussions or negotiations, or enter into any agreements, whether written or oral, with any person or entity with respect to the sale of any of the Business's

Assets with any other entity or a sale of any of the other Assets prior to the closing date hereinbefore set forth.

In order to help finance the acquisition of said Premises, the BUYER shall apply for a commercial financing loan of Two Hundred Forty Thousand and 00/100 Dollars (\$240,000.00) at prevailing rates, terms, and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before August 5, 2020, the BUYER may terminate this Agreement by written notice to the SELLER, prior to the expiration of such time, whereupon any payments made under this Agreement shall be refunded and this Agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a completed mortgage loan application conforming to the foregoing provisions within three business days of the execution of this agreement.

Subject to the successful transfer under the terms of a Purchase and Sale Agreement relative to 8 Hudson Road of even date.

Signed as a sealed instrument on the date first above written.

Seller:  
Ken's Liquor Shoppe, Inc.

By: Larry W. Manosh  
Larry W. Manosh  
Its President and Treasurer

Buyer:

By: Anthony L. Buscemi  
Anthony L. Buscemi,  
Its: President

By: Janet E. Buscemi  
Janet E. Buscemi  
Its; Treasurer

EXHIBIT A

LIST OF PERSONAL PROPERTY, FURNITURE, AND EQUIPMENT

Ice Maker  
Cash Registers  
Lap top computer  
Display wine racks  
Display shelving  
Inventory shelving  
Miscellaneous chairs

*JWM*

**EXHIBIT B**

*Sum*

**RE-SALEABLE INVENTORY**

<b>All beer, wine, and liquor on hand at the time of closing Together with all mixes and other beverages, candy, snacks and cigarettes</b>	<b>\$ 100,000.00</b>
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**CORPORATE VOTE**

The Board of Directors or LLC Managers of

AL & BC, Inc.

Entity Name

duly voted to apply to the Licensing Authority of

Stow

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Jul 16, 2020

Date of Meeting

For the following transactions (Check all that apply):

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/  
Directors/LLC Managers
- Change of Ownership Interest  
(LLC Members/LLP Partners,  
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

"VOTED: To authorize

Anthony L. Buscemi, President

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Anthony L. Buscemi

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

For Corporations ONLY

A true copy attest,

*Anthony L. Buscemi*  
Corporate Officer /LLC Manager Signature

*Janet E. Buscemi*  
Corporation Clerk's Signature

Anthony L. Buscemi, President  
(Print Name)

Janet E. Buscemi, Secretary  
(Print Name)



## LEASE

THIS INDENTURE OF LEASE is made as of the Execution Date as stated between the Landlord and the Tenant named in Section 1.

### WITNESSETH:

That Landlord, for and in consideration of the Basic Rent, Basic Annual Rent, and any Additional Rent hereinafter reserved and payable by Tenant, and of the covenants, agreements and conditions to be performed and observed by Tenant, does hereby demise and lease to Tenant, and Tenant does hereby hire and lease from Landlord the Demised Premises hereinafter described subject to mortgages and other matters of record and upon and subject to the covenants, agreements and conditions of this Lease for the term hereinafter stated.

### 1. REFERENCE DATA

Each reference in this Lease to any of the following terms and/or titles shall incorporate the data stated in this Section for that term or title.

- 1.1 Execution Date: November 13, 2020
- 1.2 Landlord: Buscemi Holdings, LLC
- 1.3 Landlord's Address: 8 Hickory Lane  
Hudson, MA 01749
- 1.4 Tenant: AL & BC, Inc.
- 1.5 Tenant's Address: 8 Hickory Lane  
Hudson, MA 01749
- 1.6 Demised Premises: The building located at 8 Hudson Road, Stow, Massachusetts (the "Building"), and the real property on which the Building is located, together with all appurtenant rights.
- 1.7 Initial Term: Ten (10) years.
- 1.8 Lease Term: The period from the date of Commencement Date through the Termination Date. The Term shall include any extension thereof that is expressly provided for by this Lease and that is effected strictly in accordance with this Lease. Prior to the exercise by Tenant of its election to extend the Initial Term, the expression "the Term of this Lease" or any equivalent expression shall mean the Initial Term; after the exercise by Tenant of the aforesaid election, the expression "the Term of

this Lease" or any equivalent expression shall mean the Initial Term, as extended.

- 1.9 Commencement Date: Concurrent with Landlord's purchase of the Demised Premises.
- 1.10 Termination Date: Ten (10) Years from Commencement Date.
- 1.11 Rent Commencement Date: The Commencement Date.
- 1.12 Basic Annual Rent: \$18,000.00 in monthly installments of \$1,500.00.
- 1.13 Option Term: Two (2) successive periods of five (5) years each (the "Option Term" or "Renewal Term") as set forth below.
- 1.14 Base Rent for Option Term: Provided that (a) Tenant actually occupies all of the Premises originally demised under this Lease and any space added to the Premises, and (b) no Event of Default exists or would exist but for the passage of time in the giving of notice, or both, Tenant may exercise each option for a Renewal Term (as hereinafter defined), Renewal Option by Tenant delivering written notice to Landlord at least nine (9) months prior to the then-current expiration date of the Lease Term ("Tenant's Renewal Notice"). Time is of the essence in the exercise of a Renewal Option. In the event that Tenant fails to give Tenant's Renewal Notice to Landlord within 5 business days after written notice of such failure by Landlord, this Lease shall automatically terminate at the end of the Lease Term, and Tenant shall have no further option to extend the Lease after the Initial Term.

The Base Rent (the "Renewal Rental Rate") for the Renewal Term shall be the fair market rental value for comparable space in comparable Buildings in the general vicinity of the Building (with respect to age, use, quality and location, but in no event less than the annual Base Rent in effect during the last Lease Year of the Initial Term). Simultaneous with the delivery of Tenant's Renewal Notice, Landlord shall provide Tenant with Landlord's good faith estimate ("Landlord's FMV Notice") of such Renewal Rental Rate. Tenant shall have fifteen (15) business days from its receipt of Landlord's FMV Notice to notify Landlord whether Tenant accepts or rejects Landlord's determination of the Renewal Rental Rate. If Tenant is unwilling to accept Landlord's determination of the Renewal Rental Rate as set forth in Landlord's FMV Notice, and if the parties are unable to reach agreement thereon within thirty (30) days after the delivery of Tenant's notice to Landlord rejecting such rental determination, Tenant may prior to the end of such 30-day period, rescind its election to seek a renewal by notice to Landlord, and the Lease shall terminate at the end of the Lease Term. If Tenant has not so rescinded, then Landlord and Tenant

shall each prepare (with or without the assistance of third-party professionals) a written report or statement summarizing his or her respective conclusion as to the Renewal Rental Rate. Landlord and Tenant shall simultaneously exchange such reports; provided, however, that if one (1) party has not submitted such a report within forty-five (45) days after Landlord receives Tenant's Renewal Notice, then the determination set forth in the other party's report shall be final and binding upon the parties. If these determinations differ by more than ten percent (10%), then Landlord and Tenant shall mutually select a real estate professional with at least ten (10) years' continuous experience in the business of appraising or marketing commercial real estate in the Worcester, Massachusetts area (the "Final Professional") to resolve the dispute as to the Renewal Rental Rate. If Landlord and Tenant cannot agree upon the designation of the Final Professional within thirty (30) days of the exchange of the first valuation reports, either party may apply to the American Arbitration Association, the Greater Boston Real Estate Board, or any successor thereto for the designation of a Final Professional. Within ten (10) days of the selection of the Final Professional, Landlord and Tenant shall each submit to the Final Professional a copy of their respective determination of the Renewal Rental Rate. The Final Professional shall not perform his or her own valuation but rather shall, within thirty (30) days after such submissions, select the submission which is closest to the determination of the Renewal Rental Rate which the Final Professional would have made acting alone. The Final Professional shall give notice of his or her selection to Landlord and Tenant and such decision shall be final and binding upon Landlord and Tenant. Each party shall pay the fees and expenses of its own professionals and counsel, if any, in connection with any proceeding under this paragraph, and the losing party shall pay the fees and expenses of the Final Professional.

Landlord and Tenant shall execute an amendment to this Lease within thirty (30) days after the determination of Base Rent for each Renewal Term, which amendment shall set forth the extended Lease Term and such Base Rent for the Renewal Term. Except for the change in the rate of Base Rent, the Tenant during the Renewal Term shall be subject to all of the terms and conditions of this Lease, provided, however, that Tenant shall have no further extension rights once it has exercised or waived its fourth Renewal Option, and the Premises shall be delivered in their then "as is" condition at the time such Renewal Term commences.

1.15 Security Deposit: \$0.00

2. **DEMISED PREMISES**

2.1. Demised Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to and with the benefit of the terms and provisions of this Lease the Demised Premises described in Section 1.6.

### 3. TERM

Tenant shall have and hold the Demised Premises commencing on the Commencement Date and ending on the Termination Date as stated in Section 1.10 or on such earlier date upon which the Lease Term may expire or to be terminated pursuant to any conditions or other provisions of this Lease or pursuant to law. The "Commencement Date" shall be the same date as the Execution Date of this Lease.

### 4. OPTION TERMS

Landlord grants Tenant the option to extend the Term, subject to and with the benefit of the terms and provisions of this Lease the Demised Premises and as further described in Sections 1.13 and 1.14.

### 5. BASIC RENT

5.1 General. All sums of money or charges required to be paid by Tenant under this Lease, whether or not the same are designated "Basic Rent", "Basic Annual Rent" or "Additional Rent" or otherwise shall for all purposes hereunder be deemed and shall be paid by Tenant as rent. Tenant's obligation to pay Basic Rent and other rent shall commence on the Rent Commencement Date as further described in Section 1.11.

5.2 Basic Annual Rent. Tenant shall pay to Landlord or, if Landlord shall so direct in writing, to Landlord's agent or nominee throughout the Term at Landlord's address or at such place as Landlord may by notice in writing to Tenant from time to time direct Basic Annual Rent at the annual rate as specified in section 1.12, payable without set-off or deduction, except only as may hereinafter be provided, in monthly installments as specified in Section 1.12 in advance on the first day of each calendar month (and pro rata for portion of a month at the commencement or termination of this Lease), subject to adjustments as hereinafter provided. Rent for the first month shall be paid on execution hereof.

### 6. ADDITIONAL RENT

#### 6.1 Taxes.

6.1.1 Tax Payment. Tenant shall pay to the Landlord as Additional Rent the entire amount of Taxes upon the Demised Premises for any Tax Period during the Term or any Option Term of this Lease. The phrase "Tax Period" means the real estate tax period (July 1 to June 30) from time to time in effect as applicable to the municipality in which the Demised Premises are located. At Tenant's option, the Tenant will pay said Taxes directly to the taxing authority at least ten (10) days prior to the time such

payments must be paid to avoid late payment penalties and/or interest. In the event Tenant pays any Taxes directly, Tenant shall provide Landlord with a copy of any receipted bills promptly after payment of the same.

6.1.2 Taxes Defined. The term "Taxes" means all real estate taxes; assessments; license fees; water assessments, rents and use charges; sewer assessments, rents and use charges; vault rents or charges; and all other governmental charges and impositions of every kind or nature, general and special, ordinary and extraordinary, unforeseen as well as foreseen, including without limitation assessments for public improvements or benefits, which shall, with respect to the Term be laid, assessed, levied, confirmed or imposed upon or become due or payable or a lien upon the Demised Premises or the interest of either the Landlord or the Tenant in the improvements or personal property or fixtures on the Demised Premises or on the owners or occupants thereof, including without limitation, Tenant's signs (but excluding income, estate and inheritance taxes). Without limiting the generality of the foregoing, if during the Term or Option Term the present system of taxation of real property is changed so that there is assessed on Landlord a capital levy or other tax on the gross rents received with respect to the Demised Premises or a governmental, or other local income, franchise, excise or similar tax, assessment, levy or charge (distinct from any now in effect) measured by or based, in whole or in part, upon any such gross rents, or however otherwise measured, or is a so-called sales or excise tax is payable on rentals, then all of such taxes, assessments, levies or charges shall be deemed to be included within the term "Taxes". Tenant's liability with respect to Taxes shall apply to Taxes assessed or which become a lien upon the Demised Premises during the Term or Option Term, prorated for the Tax Period in which the Term or Option Term begins or expires. With respect to betterment assessments, Landlord shall be deemed to have elected to pay the same over the longest period permitted by law, and Tenant's obligation with regard to betterment assessments shall be based upon each such current installment of assessment during the Term and pro rata for the portion of a year, together with interest thereon charged by the municipality or other taxing authority.

6.1.3 Abatements. Tenant may, at its expense, apply for an abatement of any Taxes and retain any abatement received, and Landlord agrees to cooperate in the same.

## 6.2 Operating Costs.

6.2.1 Operating Costs Payment. Tenant shall pay to Landlord, as Additional Rent, Landlord's Operating Costs, as defined in Section 6.2.2 (or at Landlord's option Tenant shall pay any or all of said Operating Costs, directly, whether contracted for by Landlord or Tenant), during the Term or any Option Term of this Lease.

The Tenant shall be responsible for all Operating Costs associated with the Demised Premises in accordance with Paragraphs 6.2.1 and 6.2.2.

**6.2.2 Operating Costs Defined.** As used herein, Operating costs shall mean all costs and expenses incurred by Landlord in connection with the operation and maintenance of the Demised Premises including, without limitation (i) repairs, maintenance, lighting, water, heat, natural gas, HVAC repair and maintenance, annual fire suppression system inspections and maintenance, sprinkler maintenance, fire safety, security and telephone fire lines (including but not limited to annual inspections, annual maintenance, annual testing and any regulatory and/or insurance mandated upgrades or modifications) maintenance of grounds, snow removal, rubbish removal, landscaping; and (ii) replacement to or of the roof, foundation, sprinkler system, HVAC systems and exterior walls and capital items which are primarily for the purpose of reducing operating expenses or which may be required by a governmental authority, amortized over the reasonable life of the capital items with the reasonable life and other services with the amortization schedule being determined by Landlord in accordance with generally accepted accounting principles; insurance with respect to the Demised Premises including but not limited to fire insurance, which may include "special coverage" or "all risk" endorsements (including with Tenant's consent "differences in condition", flood and earthquake coverage and "change in building code requirements" endorsements) in an amount not less than the full replacement cost thereof, sprinkler leakage insurance and such other insurance as is customarily carried on comparable types of property or may from time to time be required by lending institutions. Operating Expenses shall not include capital items except as specifically provided above. In the event that Tenant elects to perform itself, or enter into contracts for plowing and sanding of the parking areas and walkways, and landscaping and maintenance of the grounds of the Premises, Tenant shall notify Landlord, provide the name of the contractor that will perform such services, and, provided that such services are performed to the same level as were then being performed by Landlord, such cost shall be excluded from Operating Expenses. The landscaping charges incurred by Landlord prior to the Commencement Date shall not be included as Operating Expenses.

**6.2.3 Annual Statements.** Within a reasonable time after the end of each calendar year, but, in no event, later than one hundred twenty (120) days after the end of each calendar year. Landlord shall render to Tenant a statement, showing in reasonable detail (a) for the calendar year just ended (i) the amount of Taxes, (ii) the amount of Operating Expenses and (b) for the then current calendar year, the amount of estimated Operating Expenses and estimated Taxes, determined by Landlord. If the total amount of Taxes or Operating Expenses or both paid by Tenant in any calendar year exceeds the actual Taxes or Operating Expenses for such year, then such excess shall be credited by Landlord against the monthly installments of Additional Rent next falling due or refunded to Tenant upon the expiration or termination of this Lease. If, however, the total amount of Taxes or Operating Expenses or both paid by Tenant in any calendar year is less than the actual amount of Taxes or Operating Expenses for such year, Tenant shall pay the difference to Landlord within thirty (30) days of receipt by Tenant or Landlord's statement.

**6.2.4 Accounting Periods.** Landlord shall have the right from time to time to change the periods of accounting hereunder to any other annual period than a

calendar year, and upon any such change, all items referred to in this Article for periods partially within and partially without the accounting periods shall be appropriately apportioned, and any items which are not determinable at the time of a statement shall be included therein on the basis of Landlord's estimate and Landlord shall render promptly after determination a supplemental statement, and appropriate adjustment shall be made accordingly thereto.

## **7. SERVICES AND UTILITIES**

Tenant shall, at its sole cost and expense, make all arrangements for and pay for all utilities and services furnished to the Demised Premises, whether or not used by Tenant, including without limitation, natural gas, electricity, telephone and similar services, and for all connection charges, and Tenant shall make its own arrangements for such utilities without obligation of Landlord to do so.

## **8. USE AND MAINTENANCE**

**8.1 Permitted Use.** Tenant shall use the Demised Premises, to the extent permitted by applicable law, solely for the following purposes: Warehousing/Office and Distributorships dealing with commercial and industrial supplies, and any other use permitted as of right or upon the issuance of a special permit in accordance with the City of Gardner Zoning Act. Tenant shall provide full time responsible employees to supervise the conduct of Tenant's business.

**8.2 Maintenance by Tenant.** Tenant covenants throughout the Term of this Lease, at Tenant's sole cost and expense, to maintain the Demised Premises in good clean order, repair and condition and all appurtenances thereto and all mechanical and utility systems, subject in all events to those obligations under taken by Landlord and charged to Tenant in accordance with Section 6.2 of this Lease. When used in this Article, the term "repairs" shall include replacements or renewals, when necessary, and all such repairs made by the Tenant shall be at least equal in quality and class to the original work. Tenant shall also replace any glass which may be damaged or broken with glass of the same quality. Tenant acknowledges that Landlord shall have no maintenance, repair or service obligations of any kind with respect to the Demised Premises, except as provided in Section 12.1 below. Tenant shall store all trash and garbage in securely closed containers within the Demised Premises; and shall be responsible for the regular (and reasonably frequent) removal thereof. Tenant shall not burn any trash of any kind in or about the Demised Premises. Tenant shall take whatever measures are necessary to insure that floor load limitations are not exceeded in the Demised Premises. Business machines and mechanical equipment shall be placed and maintained by Tenant at Tenant's expense in settings sufficient in Landlord's reasonable judgment to absorb and prevent vibration, noise and annoyance. Proper placement of all machines and equipment in the Demised Premises shall be Tenant's responsibility.

**8.3 Maintenance and Repair of the Premises.** During the Term, Tenant shall keep the Premises (excluding replacement of the roof, foundation, sprinkler system,

HVAC systems and exterior walls), including all heating, plumbing, hot water, ventilating, electrical, air condition, and make all repairs, and do all other work necessary for the foregoing purposes whether the same may be ordinary or extraordinary, foreseen or unforeseen. Tenant shall utilize the heating, ventilating, and air-conditioning system, and the plumbing, hot water, mechanical and other systems in a commercially reasonable manner. The parties agree that the cost of replacement of any such item shall be paid by the Landlord and included on an amortized basis in Operating Expenses in accordance with the provisions of this Lease. Notwithstanding the foregoing, Landlord agrees that the roof, foundation, sprinkler system, exterior walls, and the heating, air-conditioning and ventilation systems, and all the plumbing, hot water, mechanical and other systems, will be in good operating order as the date of Commencement of Lease.

8.4 Interruption of Services. In no event shall Landlord be liable for any interruption of or failure in the supply of any utilities or services to the Demised Premises, nor shall any such interruption or failure entitle Tenant to an abatement of rent, reduction of any other payments hereunder or a right to terminate this Lease.

8.5 Compliance with Laws. Tenant covenants throughout the Term, at Tenant's expense, to comply with, and cause the Demised Premises to be maintained in conformity with, and not in violation of, all laws and ordinances and the orders, rules, regulations and requirements of the federal, state and local governments and appropriate departments, commission, boards, bureaus, agencies and offices thereof, and the orders, rules, regulations and requirements of the water, sewer, electrical or other inspection departments of the municipality in which the Demised Premises are located, or the Board of Fire Underwriters (or any other body now or thereafter constituted exercising similar functions). Tenant shall observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time enforced with reference to the Demised Premises. Without limiting the generality of the foregoing, Tenant shall make all repairs, alterations, additions or replacements to the Demised Premises required by any law or ordinance or any order or regulation of any public authority because of such use; and pay all state, federal and local taxes assessed against the leasehold interest hereunder or personal property of any kind owned by or placed in the Demised Premises. The Tenant, at its sole expenses, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease, or for the making of repairs, alterations, improvements or additions, and the Landlord, where necessary, will join with the Tenant in applying for all such permits or licenses. The Tenant shall pay all costs, expenses, claims, fines, penalties, and damages that may be imposed because of its failure to comply with this section and shall indemnify the Landlord from all liability arising from each noncompliance. If Tenant receives notice of any violation of law, ordinance, order or regulation applicable to the Demised Premises, it shall give prompt notice thereof to the Landlord.

Without limiting the generality of this Section 8.5, Tenant shall be responsible for compliance of the Demised Premises with the American with Disabilities Act of 1990 as amended and the regulations and accessibility guidelines issued pursuant thereto (collectively, the ADA Requirements) required by the Tenant's use of the Demised



Premises. Tenant's compliance obligation shall include Tenant's obligation to make, at its own cost, alterations and improvements required from time to time to the Demised Premises in order to comply with the ADA Requirements, all subject to compliance with the other provisions of this Lease dealing with alterations and improvements.

8.6 Hazardous Material. Except in accordance with all applicable laws and regulations, Tenant shall not use, maintain, store, generate, allow or bring on the Demised Premises, or transport or dispose of on or from the Demised Premises (whether through the septic, sewer or other waste disposal system serving the Demised Premises or into the ground by removal off-site or otherwise) any Hazardous Waste, Hazardous Material, Oil or radioactive material. Without limiting said obligations of Tenant, Tenant shall save the Landlord, its officers, directors, and stockholders, and any successor of Landlord, harmless and indemnified with respect to any loss, cost, damage or expenses (including reasonable attorneys fees) arising from Tenant's failure to comply with said obligations during the Term or Option Term hereof and during any period when the Tenant or any of its assigns or sublessee or any of those claiming under it is occupying the Demised Premises or any part thereof, including without limitation the costs of all fines or penalties imposed by any governmental authority and the costs of any clean-up activities on the Demised Premises or the Demised Premises required by any governmental authority in connection therewith. The provisions of this Section shall survive any termination of this Lease. As used in this Section 8, the terms "Hazardous Waste", Hazardous Material" and "Oil" shall be defined as provided in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E of the General Laws of Massachusetts, and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time.

8.7 Nuisance; Waste or Overloading. Tenant shall not use nor suffer or permit the use of any person of the Demised Premises and its appurtenant rights for any purpose or in any manner, which may constitute a nuisance or be offensive or which could cause injury or damage to the Demised Premises.

Tenant agrees not to injure, overload, deface or otherwise harm the Demised Premises; not commit any nuisance; nor burn any trash or refuse within the Demised Premises nor make any use of the Demised Premises which is improper, offensive or contrary to any law or ordinance or which will invalidate or increase the cost of any of Landlord's (or Tenant's) insurance (Tenant to pay the cost of any such increased insurance premium); nor discriminate upon the basis of race, color, religion, sex or national origin in the transfer, lease or rental (if permitted hereby) or in the use and occupancy of the Demised Premises; nor use any advertising medium that may constitute a nuisance, such as loud-speakers, sound amplifiers, phonographs or radio or television broadcasts in a manner to be heard outside the Building; nor sell or display merchandise on, or store or dispose of trash or refuse on, or solicit in or otherwise obstruct the driveways, walks, parking areas and other areas on the Demised Premises; nor make, allow or suffer any waste.

8.8 Alteration or Additions. Except as permitted under Section 9.3, Tenant shall not make any structural alterations or additions on or to the Demised Premises (except only the installation of fixtures in the Building necessary for the conduct of its business) without on each occasion obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld and then only pursuant to plans and specifications approved by Landlord in advance. Tenant agrees that, at Landlord's election, all installations, alterations and additions shall be deemed to be part of the Demised Premises.

## 9. **CONDITION OF DEMISED PREMISES**

9.1 Occupancy. By occupying the Demised Premises, Tenant shall be deemed to accept the same.

### 9.2 Tenant's Work.

9.2.1 Standards. Any and all remodeling and installation work required by Tenant ("Tenant's Work"), shall be done by Tenant at its own expense, but only in accordance with plans and specifications which have been approved in writing by Landlord, which approval shall not be unreasonably withheld. Tenant shall provide all necessary safety appliances in connection with Tenant's Work. All building materials installed by Tenant in the Demised Premises shall be new or otherwise of good quality and shall at Landlord's election be deemed a part of the Demised Premises. All trade fixtures installed in the Demised Premises by Tenant shall remain the property of Tenant. All of Tenant's Work shall be done only in accordance with all applicable municipal regulations and ordinances and such work shall not weaken the safety or structure of the Building or decrease its fair market value.

9.2.2 Costs and Insurance. Tenant shall pay promptly when due the entire cost of any work to the Demised Premises undertaken by Tenant and to bond against or discharge any liens for labor or materials within ten (10) days after written request by Landlord; if Tenant fails to so discharge any lien and Landlord does so at its expense, Tenant shall reimburse Landlord for said expenses within fifteen (15) days after rendition of a bill therefore; to procure all necessary permits before undertaking such work; and to do all such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements; and to indemnify and hold harmless the Landlord from all injury, loss or damage to any person or property occasioned by or growing out of such work. Tenant shall require contractors employed by the Tenant to carry Workers' Compensation insurance in accordance with statutory requirements and comprehensive public liability insurance and property damage insurance covering such contractors on or about the Demises Premises in amounts in no event less than, with regard to public liability insurance, Two Million Dollars (\$2,000,000.00) and with regard to property damage insurance Five Hundred Thousand Dollars (\$500,000.00) (all such insurance to be written in companies approved by Landlord and insuring Landlord and Tenant as well as contractors) hereof and in such

other reasonable amounts as Landlord shall require, and to submit certificates evidencing such coverage to Landlord prior to commencement of such work.

## 10. INDEMNIFICATION

10.1 Property At Tenant's Risk. Tenant agrees that all of the furnishings, fixtures, equipment, effects and property of Tenant and of all persons claiming by, through or under Tenant on the Demised Premises shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or borne by Landlord.

10.2 Indemnity and Insurance. Tenant shall save Landlord harmless, and will exonerate, defend and indemnify Landlord, from and against any and all claims, damages, liabilities or penalties ("Losses") asserted by or on behalf of any person, firm, corporation or public authority except Losses caused by the negligence of Landlord or Image Mail Management, Inc. or its agents or Losses waived pursuant to Section 10.3:

(a) On account of or based upon any injury to person, or loss of or damage to property, sustained or occurring on the Demised Premises on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever;

(b) On account of or based upon (including monies due on account of) any work, except for Landlord's restoration under Section 12.1, whatsoever done on the Demised Premises during the Term of this Lease and during the period of time, if any, prior to the Commencement Date that Tenant may have been given access to the Demised Premises.

Tenant shall procure and maintain in responsible companies qualified to do business in Massachusetts and in good standing therein, insuring Landlord as well as Tenant, and covering the Demised Premises, comprehensive general liability and property damage insurance with limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit, Workers' Compensation Insurance or insurance required by similar employee benefit acts as well as employer's liability insurance having a minimum per occurrence limit of Two Hundred Fifty Thousand Dollars (\$250,000.00) against all claims which may be brought for personal injury or death of Tenant's employees, and fire and casualty insurance with extended coverage endorsements (including vandalism and malicious mischief) on all of Tenant's equipment, fixtures and other property and to deposit promptly with Landlord certificates for such insurance, and all renewals thereof, bearing the endorsement that the policies will not be cancelled or coverage reduced until after twenty (20) days written notice to Landlord.

10.3 Waiver of Subrogation. Landlord and Tenant hereby waive any and all rights of recovery which they might otherwise have against each other, their agents, employees and other persons for whom Landlord and Tenant may be responsible for any

loss or damage to Landlord's or Tenant's property or improvements in the Demised Premises which are covered by any policy of insurance maintained or required to be maintained by Landlord or Tenant (or, if Landlord or Tenant does not maintain insurance and is not required to maintain insurance, then from casualties covered by fire and broad form extended coverage, including vandalism and malicious mischief) even though the loss or damage results from the negligence, willful act or default under the terms of this Lease by the other party, its agents, employees, contractors, or other persons for whom the other party may be responsible. Each policy of insurance maintained by Landlord or Tenant with respect to the Demised Premises or with respect to Landlord's or Tenant's property or improvements therein shall include provisions by which the insurance carrier(s) (a) waive(s) all the rights of subrogation against the other party (and against all those for whom the other party may be legally responsible) on account of any loss payable under the policy and (b) agree(s) that the policy will not be invalidated because the insured (in writing and prior the occurrence of any loss under the policy) has waived part or all of its right(s) of recovery against any party on account of any loss or damage covered by the policy. If Landlord or Tenant is unable to procure the including of either of the clauses described in the next preceding sentence, it shall name the other as an additional insured in the policy.

10.4 Cost of Enforcement. Landlord and Tenant shall pay on demand each other's expenses, including attorneys' fees, incurred in successfully enforcing any obligation under this Lease or in curing any default under this Lease, and if any payment of rent is made more than fifteen (15) days after the date the same is due, Tenant shall pay interest thereon at the prime lending rate ("Default Interest") from the due date thereof, which interest shall be immediately due and payable as further Additional Rent.

## 11. ASSIGNMENTS; SUBLETTING

Tenant agrees, except as otherwise permitted herein, not to assign this Lease or sublet all or any part of the Demised Premises or permit occupation of the whole or any part thereof by another, without first notifying Landlord of all of the terms thereof and requesting Landlord's approval, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, any assignment or sublet to an affiliate subsidiary or successor by merger or the purchase of substantially all of the assets of the Tenant shall not require Landlord's consent. Tenant agrees to reimburse Landlord promptly for reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to assignment or subletting. No permitted assignment shall in any event be effective unless such assignee shall agree, by written agreement directed to the Landlord, to assume and perform all the Tenant's obligations under this Lease in accordance with the terms hereof, and no sublease shall be effective until such sublessee shall agree, by written agreement directed to the Landlord, not to violate the terms of this Lease. Landlord's consent to an assignment or sublease shall not operate as a waiver in any subsequent instance.

## 12. CASUALTY AND TAKING

**12.1 Casualty and Taking.** If the Demised Premises are damaged by fire or other casualty or taken by eminent domain in a manner that precludes Tenant's use of the Demised Premises for the permitted uses for a period in excess of ninety (90) days, Landlord or Tenant may, at its option, terminate this lease within sixty (60) days of said damage giving the Tenant thirty (30) days written notice of termination. In the absence of such termination, the Landlord shall put the Demised Premises, or in case of a taking, what may remain thereof into proper condition for use and occupancy, subject to applicable zoning and building laws or ordinances then in existence and provided further that Landlord shall not be responsible for any delay in such repair or reconstruction which may result from any cause beyond its control. In addition to its right to seek compliance with the Landlord's obligation to restore, Tenant shall have the right to terminate this Lease if Landlord fails to commence to restore the structural portion of the Demised Premises within one hundred twenty (120) days following such fire, casualty or taking, and thereafter prosecute the same to completion with due diligence, such termination right to be exercised by written notice to Landlord within thirty (30) days after such right accrues. There shall be abatement of rent payable during the time in which the Demised Premises are untenable unless Tenant shall procure and maintain at its expense so-called "Business Interruption Insurance" in order to pay the rent in case of such a loss or damage to the Demised Premises. Tenant shall, at its own expense, repair or replace such of its fixtures, furniture, improvements and equipment as may be required as a result of such damage or taking. (As used herein "substantial portion" means in excess of twenty-five percent (25%) thereof).

**12.2 Landlord Reserves Award.** Landlord reserves and excepts all rights to awards for damages to the Demised Premises and the leasehold hereby created, or hereafter accruing by reason of any exercise of the right of eminent domain, or by reason of anything lawfully done in pursuance of any public or other authority. In order to confirm the same, Tenant grants to Landlord all of Tenant's rights to such awards and shall execute and deliver such further instruments or assignment thereof as Landlord may from time to time request.

### **13. ACCESS TO LANDLORD**

Upon reasonable notice and at reasonable times as determined by the Tenant, the Landlord or its representatives may enter the Demised Premises during Tenant's usual business hours for purposes of inspecting the Demised Premises, performing any work which the Landlord elects to undertake or made necessary by reason of the Tenant's default under the terms of this Lease, exhibiting the leased premises for sale, lease, or mortgage financing, or posting notices of non-responsibility under any mechanic's lien laws. Landlord or Landlord's agents may in an emergency enter by a master key or may forcibly enter the same, without rendering Landlord or such agent liable therefore, if during such entry Landlord or Landlord's agents shall accord reasonable care to Tenant's property and without in any manner affecting the obligations and covenants of this Lease.

### **14. COVENANT OF QUIET ENJOYMENT**

The Tenant, upon the payment of the rent herein reserved and upon the performance of all the terms and conditions of this Lease, shall at all times during the Term or Option Term of this Lease peaceably enjoy the Demised Premises without interference from the Landlord or from any person claiming under Landlord, except for matters now of record and except for covenants, agreements, terms, provisions and conditions of this Lease.

## 15. DEFAULT

### 15.1 Events of Default.

15.1.1 In the event that (a) Tenant shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or (b) Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected (or be actively in the process of being corrected), within twenty (20) days of written notice thereof; or (c) a receiver, trustee, assignee or any other or similar officer or person shall be appointed to take charge of all or any part of the property of Tenant or the property of any guarantor hereunder; or (d) any assignment shall be made by Tenant or such guarantor for the benefit of Tenant's or such guarantor's creditors; or (e) if any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors is proposed by Tenant; or (f) Tenant's leasehold interest shall be taken on execution or other process of law; or (g) a petition is filed by Tenant or such guarantor for an order for relief or for reorganization under any provision of the Bankruptcy Code as then in force and effect or (h) a default by Landlord in the terms and conditions of a loan provided to Landlord by the United States Business Administration then, and in any of such events, Landlord lawfully may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter and without demand or notice and with or without process of law enter into and upon the Demised Premises or any part thereof in the name of the whole or mail a notice of termination addressed to Tenant and expel Tenant and those claiming through or under Tenant and remove its and their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or any other preceding breach of covenant, and upon such entry or mailing as aforesaid this Lease shall terminate.

15.1.2 If there is more than one individual or entity named as Tenant, the word "Tenant" as used in this Section shall mean any of such individuals or entities.

15.2 Current Damages. No termination or repossession provided for in Section 15.1 shall relieve Tenant (or any guarantor of Tenant's obligations hereunder) of its liabilities and obligations hereunder or under any separate instrument of guarantee, all of which shall survive such termination or repossession. In the event of any such termination or repossession, Tenant shall pay Landlord, in advance, on the first day of each month (and pro rata for the fraction of any month) for what would have been the entire balance of the Term, one-twelfth of the Annual Rental (defined below) for the

Demised Premises, less the proceeds (if any) or any reletting of the Demised Premises which remain after deducting Landlord's expenses in connection with such reletting. Such expenses shall include, without limitation, removal, storage and remodeling costs, the cost of painting, repairing and refurbishing the Demised Premises, and attorneys' and brokers' fees. The Annual Rental for the Demised Premises shall be the total of (i) the applicable Basic Annual Rent, (ii) the applicable Additional Rent (iii) any additional insurance coverage maintained with respect to the Demised Premises, while the Demised Premises remain vacant, if the increases are attributable to the vacancy of the Demised Premises, (iv) the cost of any repairs to the Demised Premises which become necessary during the vacancy of the Demised Premises and which would have been required of Tenant under this Lease if this Lease had not been terminated, (v) the cost of any repairs of the Demised Premises which, notwithstanding they become necessary because of the acts of some other person(s), would probably not have become necessary if the Demised Premises had not been vacant, and (vi) the value of all other obligations of Tenant hereunder not otherwise provided for herein.

15.3 Final Damages. At any time after any such termination or repossession, whether or not Landlord has collected any Current Damages, Landlord shall be entitled to recover from Tenant and Tenant shall pay to Landlord, on demand, as liquidated Final Damages in lieu of all accrued, unpaid Current Damages and all Current Damages accruing beyond the date of the demand (or, if earlier, the date to which Tenant shall have paid Current Damages) a sum equal to the amount by which the annual Rental (as defined in Section 15.2 above) payable from the date of such demand for what would have been the balance of the Term shall exceed the fair net rental value of the Demised Premises for the same period, determined as at the beginning of that period.

15.4 Remedies Cumulative. Any and all rights and remedies which Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all such rights and remedies may be exercised at the same time insofar as permitted by law. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease, or to a decree compelling specific performance of any such covenants, conditions and provisions. All money payments due from Tenant hereunder and not deemed to be Basic Annual Rent shall be deemed to be Additional Rent for all purposes of this Lease including without limitation this Section 15 and Section 16.1, and Landlord's right with respect to nonpayment of Additional Rent shall be the same as with respect to nonpayment of Basic Annual Rent. Tenant shall remain liable for all expenses hereunder relating to the last calendar or fiscal year or part thereof notwithstanding that the Term has expired and Tenant has vacated the Demised Premises prior to the determination of the amount so payable.

15.5 Landlord's Right to Cure. Following three (3) days' prior written notice to Tenant, Landlord shall have the right, but not obligation, to cure any default by Tenant under this Lease, including the right to make any payment of money to perform any other act. Whenever Landlord so elects, all costs and expenses incurred by Landlord, including

reasonable attorneys' fees, in curing a default shall be paid by Tenant to Landlord on demand together with Default Interest; provided however that no notice to Tenant shall be required in cases of emergency or to protect the real estate or Landlord's interest therein or prevent injury to persons or property. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

15.6 Waivers of Breach. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease, shall not be deemed a waiver of such violation. No consent or waiver, express or implied, by Landlord to or of any breach of any agreement or duty shall be construed as a waiver of, or consent to any other breach of the same or any other agreement or duty. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord.

## 16. SURRENDER

16.1 Yield-up. Tenant shall at the expiration of the Term, Option Term or earlier termination of this Lease remove all trade fixtures and personal property and, if requested by Landlord, all partitions and improvements made or installed by Tenant, this covenant to survive the expiration or other termination of this Lease; repair any damage caused by such removal; and remove all Tenant's signs wherever located and to surrender all keys to the Demised Premises and yield up the Demised Premises (except for such partitions and improvements as Landlord shall request Tenant to remove) broom-clean and in the same good order and repair in which Tenant is obligated to keep and maintain the Demised Premises by applicable provisions of this Lease. Any property not so removed shall be deemed abandoned and after ten (10) days written notice to Tenant may be removed and disposed of by Landlord in such manner as Landlord shall determine, and Tenant shall pay Landlord the entire cost and expense incurred by Landlord in effecting such removal and disposition and in making any incidental repairs and replacements to the Demised Premises.

16.2 Surrender; Keys. No act or thing done by Landlord during the term hereby demised shall be deemed an acceptance of a surrender of the Demised Premises, and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys of the Demised Premises prior to the termination of this Lease. The delivery of keys to an employee of Landlord or of Landlord's agents shall not operate as a termination of this Lease or a surrender of the Demised Premises

16.3 Holdover. In the event that Tenant or anyone claiming by, through or under Tenant remains in occupancy of the Demised Premises after the expiration of the Term of this Lease, Tenant shall be a Tenant at sufferance bound by all terms and conditions of this Lease and shall be liable to Landlord for rent equal to 150% of the Basic Annual Rent in effect at the end of the Term during the period of holding over, and also for all damages sustained by Landlord on account of such holding over providing



written notice of such damages is provided to Tenant prior to or during the holdover periods. The provisions of this Section shall not operate as a waiver of any right of re-entry provided for in this Lease.

**17. MECHANIC'S LIENS**

Notice is hereby given that Landlord shall not be liable for any labor or materials furnished, or to be furnished, to the Tenant and that no mechanic's liens or other liens for any such labor or materials shall attach to or affect the reversionary or other estate or interest of Landlord in and to the Demised Premises. Tenant further agrees to indemnify and hold harmless Landlord against any and all costs it may suffer on account of the same.

**18. LANDLORD'S ACCESS**

Intentionally Omitted (See Section 13).

**19. NET LEASE**

Intentionally Omitted.

**20. NOTICE OF LEASE**

Tenant agrees that it will not record this Lease, but at the request of either party, the parties will execute a statutory notice of lease setting forth the names of the parties, the description of the Demised Premises and a statement of the Term of this Lease.

**21. ESTOPPEL CERTIFICATE**

Tenant agrees from time to time, within five (5) days after written request by Landlord, to execute, acknowledge and deliver to Landlord and/or to any mortgagee or prospective purchaser a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications that the same is in full force and effect as modified and stating the modifications and, if there are any defenses, offsets or counterclaims, setting them forth in reasonable detail), and that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Basic Annual Rent and any Additional Rent and to perform its other covenants under this Lease, and that there are no uncured defaults of Landlord or Tenant under this Lease, and the dates to which the Basic Annual Rent and any Additional Rent have been paid. Any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of the Demised Premises or any prospective assignee of any such mortgages.

**21. RIGHTS OF MORTGAGEE AND SUBORDINATION**

Notwithstanding anything to the contrary set forth herein, this Lease is in all respects automatically subject and subordinate to the Landlord's mortgagee for the Demised Premises. In no event will the mortgagees have any liability to Landlord or Tenant unless a mortgagee enters into a written agreement to the contrary. This Lease shall be subordinate to any mortgage (at the option of the holder of the applicable mortgage) placed upon the Demised Premises or any part thereof, regardless of the time when any such mortgage is placed. The provisions of this Section shall be self-operative, but Tenant hereby designates Landlord as Tenant's attorney-in-fact irrevocable to execute and deliver such confirmatory instruments of subordination and/or attornment of any mortgage may require.

No holder of a mortgage shall be liable either as mortgagee or as assignee to perform, or be liable in damages for failure to perform, any of the obligations of Landlord unless and until such holder shall have acquired indefeasible title to the Demised Premises (the word "mortgage", as used herein, includes mortgages, deeds of trust and all similar instruments, and modifications, extensions, renewals and replacements thereof, and any and all assignments of the Landlord's interest in this Lease given as collateral security for any obligations of Landlord). If in connection with financing for the Demised Premises, a bank or other institutional lender shall request reasonable modifications in this Lease as a condition to such financing, Tenant will not unreasonably withhold or condition its consent thereto, provided that such modifications do not increase the obligations of Tenant hereunder or materially adversely affect the leasehold interest hereby created. Notwithstanding the foregoing, Tenant shall, within ten (10) days after request of Landlord, execute such subordination or attornment and subordination agreements as Landlord designates in confirmation of such subordination.

## 22. NOTICES

22.1 Landlord and Tenant. Any notice from Landlord to Tenant or from Tenant to Landlord shall be deemed duly served if actually delivered or if mailed by registered or certified mail, return receipt requested, addressed, if to Tenant, at the address as Tenant shall have last designated by notice in writing to Landlord, and, if to Landlord, to Landlord's Address with a copy mailed in the same manner to Landlord's Attorney set forth in Section 1.17 or to such other address as Landlord shall have last designated by notice in writing to Tenant. Notwithstanding the foregoing, notice to Tenant of default shall be deemed duly served in mailed as aforesaid, such service to be complete upon acceptance of said letter by Tenant or on the date the post office shows that the letter was refused by Tenant, or if served by a Constable or Deputy Sheriff in the same manner in which service of process is made. Until further notice to Tenant, rent payments hereunder shall be made at Landlord's Address.

22.2 Mortgagee. At any time after Landlord gives notice to Tenant of the imposition of this Section 22.2, no claim by Tenant of any default by Landlord hereunder shall be valid unless Tenant shall, simultaneously with notice to Landlord thereof, send a copy of such notice to Landlord's mortgagee and afford such mortgagee a reasonable opportunity to cure such alleged default (provided that Landlord shall have furnished

Tenant with the name and address of Landlord's mortgagee), and Landlord shall never be deemed to be in default under this Lease unless Landlord fails to commence to cure a claimed failure of performance within thirty (30) days after written notice from Tenant, setting forth the claimed failure of performance.

## 23. MISCELLANEOUS PROVISIONS

23.1 No Accord and Satisfaction. No acceptance by Landlord of a less sum than the Basic Annual Rent, Additional Rent, or any other charge then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

23.2 Brokerage. Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease.

23.3 Acts of God. In any case where either party hereto is required to do any act (other than Tenant's obligation to make money payments), delays caused by or resulting from Acts of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations, or other causes beyond such party's reasonable control shall not be counted in determining the time during which such act shall be completed, whether such time be designated by a fixed date, a fixed time or a "reasonable time". Such time shall be deemed to be extended by the period of such delay.

23.4 Warranties. It is agreed that no warranties or representations, either express or implied of law or in fact, have been made by Landlord, except only as specifically herein stated.

23.5 Submission of Lease. The submission of this Lease or a summary of some or all of its provisions for examination does not constitute a reservation of or option for the Demised Premises, or an offer to lease, it being understood and agreed that this Lease shall not bind Landlord in any manner whatsoever until it has been delivered to and executed by Tenant and approved and executed by Landlord. Employees and agents of the Landlord have no authority to make or agree to make a lease or any other agreement in connection herewith.

23.6 Standard of Landlord's Consent. Wherever any consent of Landlord is required under this Lease, unless a different standard is specifically recited, such consent may be given or withheld in Landlord's sole discretion.

23.7 Bind and Inure; Limitation of Landlord's Liability. The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the

benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns (but, with respect to Tenant, subject to applicable prohibition against assignment and subletting) except that only the original Landlord named herein shall be liable for any obligations (if any) accruing before the beginning of the Term. The following provisions shall apply to the original Landlord named herein and each successive owner of the Demised Premises: each shall be liable only for obligations accruing during the period of its ownership; each shall have the right to transfer any Security Deposit to its grantee or transferee, and upon any such transfer, the transferor shall be deemed released; the obligations of each shall be binding only upon the assets which comprise the Demised Premises and not upon any other assets; none shall ever be personally liable for any claim, obligation or judgment or ever be liable for consequential or exemplary damages.

**23.8 Applicable Law and Construction.** This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. If any term of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such terms to persons or circumstances other than those as to which it is invalid or unenforceable to the fullest extent permitted by law. There are no oral or written agreements between Landlord and Tenant affecting this Lease. This Lease may be amended only by instruments in writing executed by Landlord and Tenant. This Lease supersedes any and all agreements, either oral or in writing, between the parties hereto with regard to the Demised Premises and contains all the covenants, agreements, other obligations between the said parties with regard to the Demised Premises. Landlord shall not be deemed, in any way or for any purpose, to have become, by the execution of this Lease or any action taken hereunder, a partner of Tenant in its business or otherwise a joint venturer or a member of any enterprise with Tenant. The titles of the Section contained herein are for convenience only and shall not be considered in construing this Lease. If there be more than one Tenant, the obligations imposed by this Lease upon Tenant shall be joint and several. This Lease shall not be construed against one party as having been prepared by such a party.

**23.9 Rules and Regulations.**

**23.10.1** Tenant shall conform to all uniform rules and regulations which the Landlord may reasonably make in the management and use of the Demised Premises and which are not inconsistent with the rights granted to Tenant herein.

**23.10.2** Tenant acknowledges that the Demised Premises, are non-smoking per local regulations and Landlord's rules and regulations. Any and all smoking must be conducted outside the building in the area to be designated as the "Smoking Area".

**23.11 Signs.**

23.11.1 All interior and exterior signage will be the sole responsibility of the Tenant. No signs, billboards, posters or advertising material of any type or description shall be erected or kept on or in the Demised Premises without the prior written consent and approval of Landlord which shall not be unreasonably withheld, provided, however, that the same conform with all applicable laws and regulations.

23.11.2 Landlord may require any permitted signage to be limited to a single sign post located at the Demised Premises and that it otherwise conform with all applicable laws and regulations.

23.11.3 Any and all interior and exterior signage shall be completed by Tenant in accordance with Section 9.2 hereof and at Tenant's sole cost and expense, said expenses including but not limited to the permitting process, installation and maintenance costs.

[The remainder of this page is intentionally left blank; signature page to follow.]

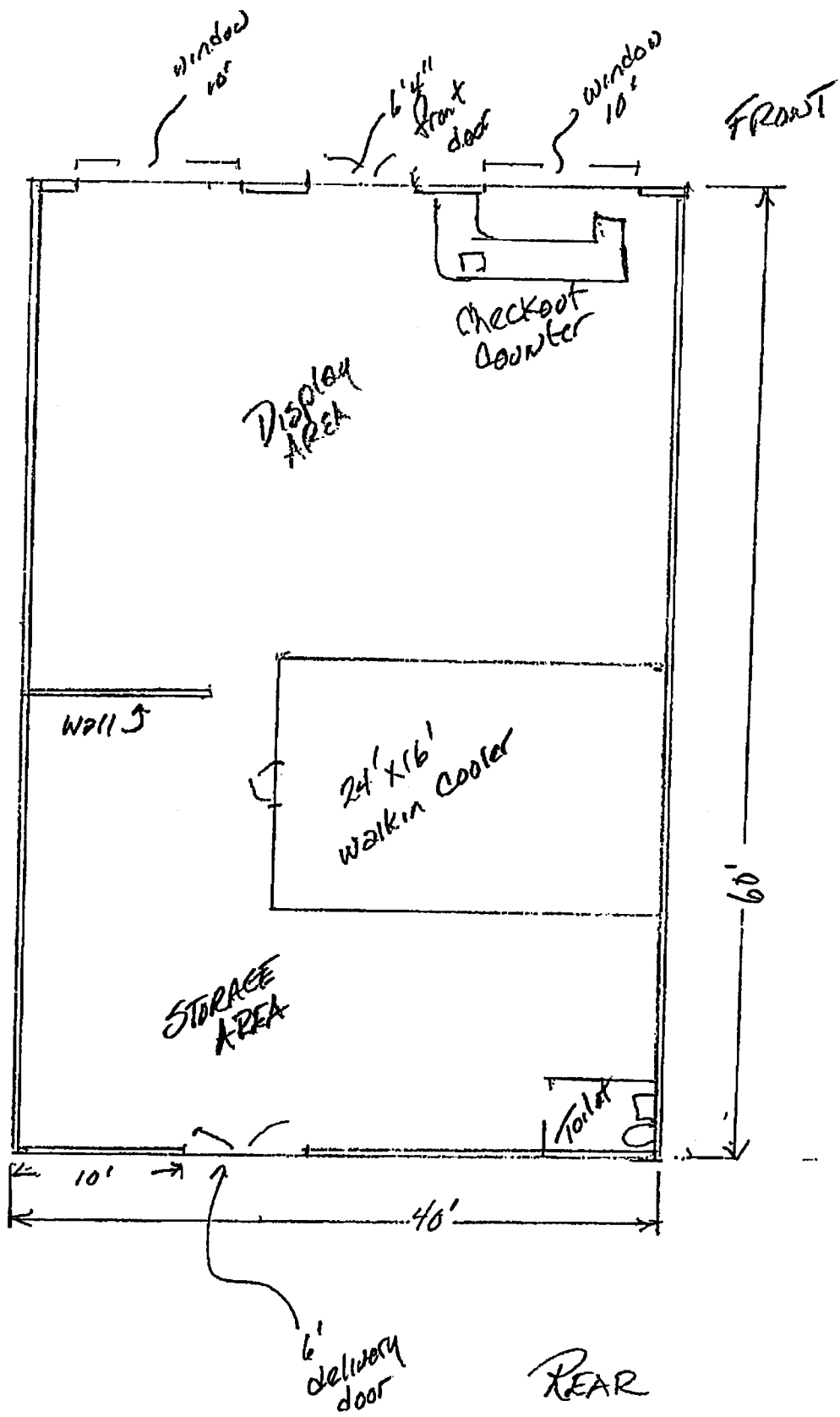
WITNESS the execution hereof in two or more counterparts and under seal as of the execution dates.

LANDLORD:  
BUSCEMI HOLDINGS, LLC

By: *Anthony L. Buscemi*  
Name: Anthony L. Buscemi  
Its: Manager

TENANT:  
AL & BC, Inc.

By: *Anthony L. Buscemi*  
Name: Anthony L. Buscemi  
Its: President





The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
 www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A TRANSFER OF LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> New License                                   | <input type="checkbox"/> Change of Location   | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input checked="" type="checkbox"/> Transfer of License                | <input type="checkbox"/> Alteration of Licensed Premises  | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)  | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input type="checkbox"/> Change of Manager                             | <input type="checkbox"/> Change Corporate Name  | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Change of Hours                              |
|  | <input type="checkbox"/> Other <input type="text"/>   |   | <input type="checkbox"/> Change of DBA                                |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS  
 TRANSMITTAL FORM ALONG WITH  
 COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

Alcoholic Beverages Control Commission  
 95 Fourth Street, Suite 3  
 Chelsea, MA 02150-2358



## Payment Confirmation

**YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT**

Your account has been billed for the following transaction. You will receive a receipt via email.



**Transaction Processed Successfully.**

**INVOICE #: 91751785-b9dd-421b-9081-6ddef78c4390**

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	00006-PK-1246	\$200.00
		\$200.00

**Total Convenience Fee: \$4.70**

**Date Paid: 11/13/2020 10:07:46 AM EDT**

**Total Amount Paid: \$204.70**

### Payment On Behalf Of

**License Number or Business Name:**  
00006-PK-1246

**Fee Type:**  
FILING FEES-RETAIL

### Billing Information

**First Name:**  
Renee

**Last Name:**  
Tierney

**Address:**  
370 Main Street, 11th Floor

**City:**  
Worcester

**State:**  
MA

**Zip Code:**  
01608

**Email Address:**  
kgorham@fletcherilton.com

# **DISCUSSION & POSSIBLE VOTE**

Cemetery Committee  
Town of Stow Building  
380 Great Road  
Stow, MA, 01775

11/11/2020

Dear Sirs,

I am enclosing a check for \$100 for the cemetery perpetual care account. This is in appreciation for the excellent work G. H. has performed in maintaining my cemetery plot 116A in the Brookside Cemetery.

*William W Shrader*

William W. Shrader  
144 Harvard Road  
Stow, MA 01775  
[shrader@prodigy.net](mailto:shrader@prodigy.net)  
978-897-3058

Cemetery Committee VOTED TO APPROVE DONATION  
DEC 9, 2020 AT THE DAC. COMMITTEE MONTHLY MEETING.

# **Discussion and Vote on Police Chief**

# **Discussion of Town Meetings Dates**

I am proposing we reschedule the 2021 Annual Town Meeting to a Saturday. By holding the meeting on a Saturday, it will allow us better flexibility to have an outdoor component, which I think is imperative again this year.

I have reached out the Legislature to see if there are plans to implement regulations, similar to last year, that would allow the Town Meeting Date to change with only a vote of the BOS. Should there not be legislation this year allowing that, the Moderator would need to convene Town Meeting on Monday, May 3, 2021 only to adjourn to the later date.

I am proposing we keep the election planned for Saturday, May 8<sup>th</sup> and look to reschedule Town Meeting to one of the following Saturdays: May 15<sup>th</sup>, May 22<sup>nd</sup>, or June 12<sup>th</sup>

# **Discussion and Approval of Policies**



# **TOWN OF STOW**

## **HARASSMENT AND SEXUAL HARASSMENT**

### **POLICY**

*Adopted by the Board of Selectmen on XXXXX XX, 2021*

### **POLICY**

It is the goal of the Town of Stow (“Town”) to promote a workplace that is free of discriminatory harassment (“harassment”) of any type, including sexual harassment. Discriminatory harassment consists of any unwelcome conduct that is personally offensive, whether verbal or physical, which is based on a characteristic protected by law and which otherwise fails to respect the rights of others. All Town employees are responsible for insuring that the work place is free from all forms of harassment. This policy applies to all employees and officers of the Town. Supervisory and managerial employees must not condone acts of harassment by their subordinate employees, by other Town employees, by regular visitors to Town offices, or by employees of our vendors and contractors. Harassment of employees occurring in the workplace, or in other settings in which employees may find themselves in connection with their employment, is unlawful and will not be tolerated. Retaliation against persons complaining about harassment or sexual harassment, or retaliation against individuals for cooperating with an investigation of a harassment complaint, is also unlawful and prohibited by this policy. Harassment in retaliation for formal or informal participation in filing an internal or external complaint of discrimination, or otherwise raising a concern regarding discrimination, will also not be tolerated.

### **HARASSMENT DEFINED**

1. **Harassment in General.** Harassment is unwelcome verbal or physical conduct, directed at an individual based upon age, race, color, national origin, sex, religion, sexual orientation, genetics, active military or veteran status, ancestry, handicap (disability) or participation in discrimination complaint-related activities which disrupts or interferes with another’s work performance, or which creates an intimidating, offensive, or hostile environment.
2. **Examples of Harassment.** Harassment includes the use of insulting epithets, slurs, derogatory comments, or nicknames; the display of insulting or offensive objects, cartoons, pictures, slogans, demeaning gestures or symbols; intimidation through physical violence or threats of violence; and preferential treatment of certain employees based on membership in a particular class.
3. **Sexual Harassment.** In Massachusetts, the legal definition for sexual harassment is this:  
  
“sexual harassment means sexual advances, requests for sexual favors, and verbal, or physical conduct of a sexual nature when:



- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with the individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating or humiliating to any person may also constitute sexual harassment.

4. Examples of Sexual Harassment. Sexual harassment is a type of harassment, which refers to any unwelcome sexual attention, sexual advances, requests for sexual favors, and other unwelcome sexual verbal, visual, or physical conduct to which an individual may be subjected. While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct, which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances, including the severity of the conduct and its pervasiveness:
  - Unwelcome sexual advances – whether they involve physical touching or not;
  - Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comments on an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
  - Displaying sexually suggestive objects, pictures, cartoons;
  - Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
  - Inquiries into one's sexual experiences; and
  - Discussion of one's sexual activities.

5. Dispelling common myths about harassers and victims:

Contrary to popular belief, sexual harassment is not limited to prohibited behavior by a male employee toward a female employee or by a supervisory employee toward a nonsupervisory employee. Sexual harassment can be found in any of the following less "traditional" situations:

1. A man as well as a woman may be a victim of sexual harassment, and a woman as well as a man may be the harasser.
2. The harasser does not have to be the victim's supervisor. He or she may be a

supervisory employee who does not directly supervise the victim, a co-worker, or in some circumstances, a non-employee such as a member of the public who uses Town facilities.

3. The victim does not have to be the opposite sex of the harasser.
4. The victim does not have to be the person at whom the unwelcome sexual conduct is directed; the victim may be someone who is affected by such conduct even though it is directed by another person. For example, the sexual harassment of one employee may create an intimidating, hostile, humiliating, or offensive work environment for a coworker, or may interfere with the coworker's work performance. In addition, consensual sexual behavior in the office between two employees may be offensive to a third employee or result in favoritism that harms the third employee.
5. Sexual harassment does not depend on the victim's suffering an economic injury, such as losing a promotion, as a result of the harasser's conduct. As the examples of improper conduct listed above show, sexual harassment can occur whenever unwelcome conduct of a sexual nature creates an intimidating, hostile, humiliating, or offensive work environment.

### **PREVENTION OF HARASSMENT**

Supervisors and co-workers can avoid harassing behavior by treating the workplace as a professional environment and by using common sense. If any employee or manager would not feel comfortable making or hearing a particular comment about a family member, a friend or any individual of their own race, national origin, religion, etc., the employee or manager should not make the comment in question to another person.

Prevention efforts include, but are not limited to: informing employees of this policy on an annual basis, training employees regularly, communicating the sanctions imposed for violating this policy, and providing a reporting hierarchy within which to report incidents of harassment without fear of reprisal. Because the Town of Stow takes allegations of harassment seriously, the Town will respond promptly to complaints of harassment. Where it is determined that inappropriate conduct has occurred, the Town will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

### **EMPLOYEE RESPONSIBILITIES**

Each employee of the Town of Stow is personally responsible for ensuring that his or her conduct does not sexually harass any other employee or non-employee in the workplace. Each employee is responsible for cooperating in any investigation of alleged sexual harassment if requested to do so by the person conducting the investigation.

### **SUPERVISOR AND MANAGER RESPONSIBILITIES**

It is the responsibility of each supervisor and manager to strictly enforce the terms of this policy. Supervisors, managers, or Department Heads who become aware of incidents of

sexual harassment in their departments, even in the absence of a formal complaint, should take appropriate actions to eliminate the conduct. Supervisors and managers may seek further information and guidance from the Human Resources Department.

## **PERSONS COVERED**

This policy prohibits harassment by, or directed to, all employees (including but not limited to non-supervisory, supervisory, management and executive personnel), volunteers, applicants for employment, contractors for the Town, visitors and all others on Town property.

## **WAYS OF DEALING WITH HARASSMENT**

### **Self-help**

If an individual believes that he or she is being sexually harassed, the most immediate goal is to stop the offensive conduct. Individuals should:

- Promptly and firmly confront whoever is doing the harassing.
- State that their conduct offends, intimidates, and/or embarrasses you.
- Describe how the harassment negatively affects your work.
- Request that he or she stop the conduct immediately.
- Say things like: "Please don't touch me. I don't like it. It makes me uncomfortable." "I don't think jokes like that are funny. Please don't tell them when I am in the room." "I'd like it a lot better if you'd comment on the quality of my work rather than on the way I look.", "My name is \_\_\_\_\_, not 'honey'."

If practical, bring a witness with you for this discussion. After the discussion, write a summary of the conversation, including the date and name of anyone who accompanied you.

In all instances where an individual believes that he or she has been sexually harassed, it is helpful, but not necessary, to write down a description of the offensive conduct, the date or dates on which it took place, and the names of anyone who witnessed the conduct or heard offensive remarks.

### **Seeking Guidance**

In some instances, confronting the harasser directly may be too intimidating or uncomfortable, particularly when the harasser is an immediate supervisor. An individual who wants to discuss their situation may contact the Town Administrator for more information about sexual harassment and the complaint procedure in order to decide whether to make a complaint.

### **Formal Complaint**

1. An individual who believes that they have been subjected to sexual harassment has a right to file a formal complaint with his/her supervisor or, if appropriate, the Town Administrator. This may be done orally or in writing. The supervisor and/or the Town

Administrator will conduct an investigation in a fair and expeditious manner.

2. A complaint may be made verbally or in writing. The Town may require that a verbal complaint be reduced to writing with the assistance of the Town Administrator, or other person designated by the Town.
3. Any supervisor, manager or other employee who becomes aware of harassment prohibited by this policy must report it **immediately** to the Town Administrator, or other person designated by the Town.

### **INVESTIGATION**

1. All complaints of harassment will be investigated promptly and impartially by the Town Administrator or by another qualified individual selected by the Town Administrator, including but not limited to the Selectmen, Police Chief, Town Counsel, or outside parties.
2. An individual conducting an investigation into a complaint of harassment will keep information confidential to the extent possible without compromising the investigation, and disseminate it on a “need to know” basis only. Others involved in the investigation in any capacity must also respect the privacy of those involved by keeping information learned during the course of the investigation confidential.
3. Ordinarily, as circumstances permit, the Town’s investigation will include private interviews with appropriate individuals, such as the complainant, the employee alleged to have committed harassment, and with witnesses, if any.
4. As soon as practicable after the completion of the investigation, the official responsible for conducting the investigation will, to the extent appropriate, advise the employee who brought the harassment complaint and the employee accused of harassment of the results of the investigation.
5. If either employee is dissatisfied with the handling or result of the investigation, the employee should bring the matter immediately to the Town Administrator, preferably in writing, stating the reasons for that dissatisfaction.

### **CORRECTIVE ACTION**

In the event that allegations of harassment are substantiated after investigation, the Town will take prompt and effective action to ensure that the offending conduct has ceased and, if necessary under the circumstances, will implement affirmative measures to ensure that such conduct does not recur. Additionally, persons found to have engaged in harassment prohibited by this policy will be subject to disciplinary action up to and including discharge from employment. This policy shall not limit the authority of the Town to take disciplinary action against an employee who engages in inappropriate conduct, regardless of whether it satisfies the definition of harassment or sexual harassment under this policy.

## **RETALIAITON PROHIBITED**

No one who brings a harassment complaint in good faith will be subject to any adverse employment action for doing so, regardless of whether the complaint is ultimately determined to have merit. Any employee, including supervisors and managers, who retaliate against an employee for making a complaint of harassment will be subject to disciplinary action, which may include termination of employment. Retaliation should be reported to the Town Administrator using the procedure set forth in this policy for complaints of harassment.

Employees should be aware that knowingly making false accusations will be considered misconduct, and could subject the employee to civil suit by the target of the false accusations.

## **APPEALS PROCESS**

Employees who believe they have been unfairly disciplined may appeal the decision to the Town Administrator. This request for review must be put in writing to the Town Administrator, and must be received within one calendar week of the Department Head's decision. If an employee is appealing a decision made by the Town Administrator, they may appeal the decision to the Board of Selectmen, and must be received within one calendar week of the Town Administrator's decision.

## **UNION GRIEVANCES**

Town employees who are union members may elect to file a grievance under their collective bargaining agreement.

## **STATE AND FEDERAL REMEDIES**

In addition to the above, if you believe you have been subjected to harassment of any type, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of these agencies requires that claims be filed within 300 days from the alleged incident or of when the complainant became aware of the incident.

**A. The United States Equal Employment Opportunity Commission ("EEOC")**

One Congress Street, 10<sup>th</sup> Floor  
Boston, MA 02114  
(617) 565 -3200

**B. The Massachusetts Commission Against Discrimination ("MCAD")**

Boston Office:  
One Ashburton Place, Room 601  
Boston, MA 02108

Springfield Office:  
424 Dwight Street, Room 220  
Springfield, MA 01103

(617) 994-6000

(413) 739 – 2145

Employees are also encouraged to call the Town's Employee Assistance Program ("EAP"), a confidential counseling service offered to employees and their immediate family members.

The EAP may be accessed by calling 1-800-451-1834 and is available 24 hours a day, 7 days a week.



# Town of Stow

380 Great Road  
Stow, MA 01775

## HARASSMENT AND SEXUAL HARASSMENT POLICY Acknowledgement of Receipt

Print Name: \_\_\_\_\_

Department: \_\_\_\_\_

Job Title: \_\_\_\_\_

---

By signing my name below, I am acknowledging that I have received, read, had the opportunity to ask questions about, and have been advised that I am responsible for complying with the Town of Stow's *Harassment and Sexual Harassment Policy*. I understand this signature sheet will be placed in my personnel file.

I understand that I will be held responsible for complying with the provisions of this policy and understand that any actions which are found to violate the terms of this policy may result in disciplinary action\*, up to and including termination of employment.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*\* This policy is applicable to all employees of the Town of Stow.  
For those employees covered by Collective Bargaining Agreements, the provisions of the CBA, which are subject to negotiation prevail over the language in this policy (i.e. discipline).*



## **TOWN OF STOW**

# **WORKPLACE VIOLENCE POLICY**

*Adopted by the Board of Selectmen on XXXX*

### **PURPOSE**

The Town of Stow intends to provide a professional environment that is free of violence, threats of violence, harassment, intimidation or other disruptive behavior by establishing preventative measures, providing training and education, providing assistance and support to those who have been exposed to workplace violence, and holding those responsible for workplace violence. It is intended that all management tools be employed to accomplish the goal of avoiding or at the very least reducing the effect of workplace violence on the victim(s) and providing consequences to those who commit workplace violence. Management will utilize available resources such as the Town's Employee Assistance Program (EAP), Human Resource Connections, law enforcement, and all applicable personnel policies and procedures to accomplish this goal.

### **POLICY**

The Town maintains a zero-tolerance policy toward workplace violence, or the threat of violence, by or against any of its employees, elected or appointed officials, volunteers working for the Town, customers, the general public, and/or anyone who conducts business with the Town.

The best way to prevent workplace violence is to raise the awareness of Department Heads and employees, and encourage early reporting and resolution of problem behavior before it escalates into violence. All employees are responsible for helping maintain a violence-free workplace. To that end, each employee is required to govern themselves accordingly. In addition, any employee experiencing or witnessing an inappropriate behavior under this policy is strongly encouraged to report it to their immediate supervisor and/or the Town Administrator.

Should an employee commit a violation of this policy and it is determined in the investigation that the employee did in fact, commit the violation, they may be mandated to training or referred to the EAP. In these cases, failure by the employee to keep the initial appointment with the EAP and follow through with the prescribed program may result in disciplinary action, including termination.

### **DEFINITIONS**

**Workplace violence** is any act committed by or against an employee or other affected individual within the context of that individual's involvement with the Town, that creates a hostile work



environment and negatively affects the individual, either physically or psychologically and includes, but is not limited to harassment, stalking, coercion, intimidation, threats, physical attack, or property damage.

An **employee or other affected individual** refers to any individual who serves in the capacity of an elected official, appointed member to a board, commission or committee, volunteer working for the Town, employee of the Town, consultant or contractor retained by the Town, or visitor who is engaged in some form of business or activity with the Town.

**Harassment** is behavior that intimidates, disturbs, upsets or threatens a person.

**Intimidation** is an act intended to frighten, coerce or induce duress or fear.

A **threat** is the expression of an intent to cause physical or mental harm regardless of whether the person communicating the threat has the present ability to carry out the threat and regardless of whether the threat is contingent, conditional or future. A threat of violence includes, but is not limited to any act of physical aggression, any verbal or written statements, harassing telephone calls, harassing email, text or social media messages, gestures, expressions, or behaviors such as stalking that could be perceived as an intention to cause physical or mental harm to any employee or other affected individual.

**Physical attack** is intentional, unwanted hostile physical contact with another person such as, but not limited to, hitting, fighting, pushing, shoving, and sexual assault, assault with a weapon or other device used as a weapon, or throwing objects.

**Property damage** is intentional damage to property, which includes property owned by the Town, elected officials, appointed board, commission, or committee members, employees, volunteers, visitors, vendors, consultants, or contractors.

**Weapons** are defined to include all devices that are intended to threaten, inflict harm, injury or death to an individual, such as, but are not necessarily limited to, firearms, knives, throwing devices, chemical and inert sprays or agents, stun guns, clubs, or types of devices that are designed to discharge some type of projectile, as well as any other type of device used to inflict injury to another individual, or to threaten to do so.

**Workplace Violence Takes Several Forms:**

- ***Violence by strangers*** – involves verbal threats, threatening behavior or physical assaults by an assailant who has no legitimate business relationship with the Town.
- ***Violence by customers*** – the assailant who is doing business with the Town.
- ***Violence by co-workers*** – the assailant has some employment related involvement with the workplace such as former employee, co-worker, Administrator, or board member.

- ***Violence by personal relationship*** – including spouse, partner, former spouse, former partner, friend, acquaintance.

## **PREVENTION OF WORKPLACE VIOLENCE**

The Town subscribes to the concept of a safe work environment and supports the prevention of workplace violence. Prevention efforts include, but are not limited to informing employees of this policy, instructing employees regarding the dangers of workplace violence, communicating the sanctions imposed for violating this policy, and providing a reporting hierarchy within to report incidents of violence without fear of reprisal.

### **Procedure for Reporting Threat:**

Each incident of policy violation, whether the incident is committed by another employee or an external individual such as a customer, vendor, or citizen, must be reported to the Department Head and Town Administrator. The Town Administrator will work with the Department Head, and the Chief of Police to assess and investigate the incident and determine the appropriate action to be taken. The Town Administrator, when appropriate, will inform the victim of his/her right to have the Police Department notified.

In critical incidents in which serious threat or injury occurs, emergency responders such as Police, Fire, and/or Ambulance personnel must be promptly notified. As necessitated by the seriousness of the incident, the Town Administrator may assemble a Response Team that consists of staff from the affected Department, Town Administrator, Police, Town Counsel/ Labor Counsel, and may include the Employee Assistance Program, and others as deemed necessary.

The Response Team is responsible for establishing the protocol in the event of a threat or violent incident that may include but is not limited to:

- Evaluating the potential violence problem(s);
- Assessing an employee's fitness for duty (through mental health professionals);
- Establishing a plan for the protection of co-workers and other potential targets;
- Coordinating with affected parties such as victims, families, employees, media, or law enforcement personnel;
- Referring victims to appropriate assistance and community service programs; and
- Assuring that immediate (within 24 hours) and on-going counseling is available to traumatized individuals.

Any employee who acts in good faith by reporting real or implied violent behavior will not be subjected to any form of retaliation or harassment. Any action of this type resulting from a report of violence must be reported to the appropriate management staff for investigation and decision regarding proper action.

Employees who report incidents of workplace violence may request to do so confidentially. Such requests will be honored to the degree reasonable under the circumstances; however, there is no guarantee of complete confidentiality. The Town shall be sensitive to the employee's request. Information will be released only on a need-to-know basis in order to thoroughly investigate and resolve the matter. The identity of the individual making the report will be protected as much as is practical.

It is a violation of this policy to engage in any act of workplace violence. Any employee who has been determined to be in violation of this policy will be subject to disciplinary action up to and including termination and, depending upon the violent act, may be subject to criminal sanctions.

Should an employee commit a violation of this policy and it is determined in the investigation that the employee did in fact commit the violation, they may be mandated to training or referred to the EAP. In these cases, failure by the employee to keep the initial appointment with the EAP and follow through with the prescribed program may result in disciplinary action, including termination.

Should an employee become the victim of an incident of workplace violence, the Department Head or Town Administrator may offer additional referral services to assist in coping with any effects of the incident.

### **AUTHORIZED EXCEPTIONS TO WEAPONS**

An employee may only possess a weapon during the course of working hours under the following circumstances:

1. Used by a sworn police officer of the Stow Police Department in the line of duty.
2. Required as a part of the employee's job duties with the Town of Stow.
3. In compliance with Massachusetts General Laws and specific written authorization by the Board of Selectmen and the Town Administrator where the employee has a demonstrated need to possess a weapon while at work. Prior to an authorization being granted, the Chief of Police will be notified in writing as to the request. If a request is granted, the Chief of Police will be notified in writing and consulted prior to final authorization.

This permission will be granted for a specific period of time and will be subject to reassessment on a periodic basis as determined by the Board of Selectmen and the Town Administrator.

4. Authorizations are to be filed in the employee's personnel file.

**Violations:**

Any violation of this policy will result in disciplinary measures, up to and including termination. Employees are strongly encouraged to immediately report any violation of this policy to his or her immediate supervisor or the Town Administrator.

All reported violations of this policy will be investigated by the Town and/or the appropriate authority.

**Inspections:**

Town property furnished to anyone covered by this policy is subject to inspection with or without notice. This includes, but is not limited to, desks, telephones, cell phones, computers, lockers, vehicles, etc. The Town also reserves the right to enter or inspect work areas.

**Questions:**

If you have any questions regarding this policy, please contact the Town Administrator.



# *Town of Stow*

*380 Great Road*

*Stow, MA 01775*

## **Workplace Violence Policy Acknowledgement of Receipt**

Print Name: \_\_\_\_\_

Department: \_\_\_\_\_

Job Title: \_\_\_\_\_

---

By signing my name below, I am acknowledging that I have received, read, had the opportunity to ask questions about, and have been advised that I am responsible for complying with the Town of Stow's ***Workplace Violence Policy***. I understand this signature sheet will be placed in my personnel file.

I understand that I will be held responsible for complying with the provisions of this policy and understand that any actions which are found to violate the terms of this policy may result in disciplinary action\*, up to and including termination of employment.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*\* This policy is applicable to all employees of the Town of Stow.  
For those employees covered by Collective Bargaining Agreements, the provisions of the CBA, which are subject to negotiation prevail over the language in this policy (i.e. discipline).*

## Anti-Fraud Policy

After I spent time researching and drafting a new policy, I stumbled upon minutes from last January when a similar policy was approved by the Board. The only documentation I can find is the draft version, and from what I can tell it was never posted or distributed to employees. I would like to Board to approve this updated version which will go out to all employees.



## **TOWN OF STOW ANTI-FRAUD POLICY**

*Adopted by the Board of Selectmen on XXXX*

### **I. INTRODUCTION**

The Town of Stow recognizes the importance of protecting the Town and its operations, citizens, taxpayers, employees and assets against financial risks and unethical activities. It is the policy of the Town of Stow to institute and clearly communicate a fraud prevention policy in an effort to prevent and deter all forms of fraud that could threaten the security of our assets and our reputation.

The Town of Stow has a ***Zero Tolerance*** policy with regard to fraud and are committed to undertake the following steps as part of their anti-fraud policy:

- ***Education***
- ***Prevention***
- ***Detection***
- ***Investigation***
- ***Corrective Action***

#### **A. Education**

The most effective way to reach most employees is through education. Actively fighting fraud means implementing policies and procedures that prevent and detect fraud. The Town's goal is to establish and maintain an environment of fairness, ethics and honesty. To maintain such an environment requires the active assistance of every employee, every day.

#### **B. Definition of Fraud**

Fraud is defined as a deception deliberately practiced to secure unlawful gain. The term includes such acts as: bribery, deception, embezzlement, extortion, false representation, forgery, the concealment of material facts, the misappropriation of money or assets and collusion or conspiracy to commit any or all of the above acts.

#### **C. Reporting of Fraud**

The Town recognizes that allegations and concerns about fraudulent activity should be reported to the Town Administrator or his/her designee through the established chain of command (department heads, foreman). All employees are encouraged to report any concerns they have or information provided to them about a possible fraudulent act. The Town Administrator has the primary responsibility for the investigation of all suspected fraudulent acts as defined in the policy. All cases of suspected fraud will be investigated and appropriate action will be taken.

#### **D. Applicability**

This Policy applies to all employees and elected or appointed officials, Town, full, part-time and temporary, all Town Board members, Town Committee members and Town Commission members, here and after, referred to as Employees.

Fraud, as defined by this policy, includes any misuse or attempt to misuse a Town asset for personal gain or purposes unrelated to Town business. It may include, but is not limited to:

##### **Misappropriation of Assets**

- Forgery, alteration or misappropriation of cash, checks, bank drafts, promissory notes, securities or any other financial document
- Unauthorized use or disposition of funds or property
- Falsifying timesheets or payroll records
- Falsifying travel expenses and/or utilizing Town funds to pay for personal expenses or for personal benefit
- Theft
- Embezzlement
- Fictitious reporting of receipt of funds
- Falsification of expenses and invoices
- The use or assigning of A Town employee on other than Town business.
- Actions which cause the Town's financial reports and/ or records to be inaccurate

##### **Profiteering**

- Offering, giving, soliciting and/ or accepting an inducement or reward that may improperly influence the action of an employee of the Town.

#### **E. Related Policies**

This is a Town policy that is designed to augment Chapter 268A - "The Conflict of Interest Law". It is not intended to replace or preclude it in any way.

This policy will be administered in accordance with Massachusetts General Laws, Chapter 149 Section 185 "*Retaliation against employees reporting violations of law or risks to public health, safety or environment; remedies*".

## **II. GENERAL POLICY AND RESPONSIBILITIES**

The Town Administrator or his/her designee is responsible to investigate any suspected acts of fraud or misappropriation of property. An objective investigation will be conducted of any person, group or organization reasonably believed to have committed fraud, regardless of: position, job title, and length of service or relationship with the Town.



Department Heads are responsible for instituting and maintaining programs and controls to prevent, deter and detect fraud.

All employees, upon discovery of any violation of this policy, are encouraged to notify the Town Administrator or his/her designee of the violation through the normal chain of command. If the Town Administrator determines that corrective action may be provided for internally within the department, the Department Head will notify the Town Administrator as to the steps taken to correct the violation.

The Town Administrator or his/her designee has the primary responsibility for overseeing the investigation of all suspected fraudulent acts as defined in this policy. The Town Administrator will involve such individuals, but not limited to: the Board of Selectmen, Town Accountant, Town Treasurer, Town Law Enforcement, Legal Counsel and others deemed appropriate.

Upon conclusion of the investigation, the results will be reported to the Town Administrator or his/her designee. If there are reasonable grounds to believe that a fraud may have occurred, then the Town Administrator will report the incident(s) to the appropriate authorities. Whatever action is taken by such appropriate authorities will not preclude the Town taking disciplinary action where it believes discipline is warranted. Every reasonable effort will be pursued to recover Town assets.

**A. Procedures for Reporting**

Any employee, who reasonably believes that fraud has occurred, is encouraged to notify the Town Administrator or his/her designee. In cases where an employee reasonably believes the Town Administrator is involved, the employee is encouraged to notify the Town Accountant. If it is reasonably believed that the Town Accountant is also involved, then the employee is encouraged to notify the Police Chief.

**B. Investigation**

Once notification or discovery of a suspected fraud has occurred, then the Town Administrator or his/her designee will immediately investigate the suspected fraud. The Town Administrator will make every reasonable effort to maintain confidentiality. If the suspected fraud involves the Town Administrator is involved in the report of fraud, then the investigation will be conducted by the Town Accountant. If the suspected fraud involves both the Town Administrator and the Town Accountant, then the investigation will be conducted by the Police Chief and the appropriate authorities.

**C. Security of Evidence**

Once a suspected fraud is reported, immediate action to prevent the theft, alteration, or destruction of relevant records shall be initiated. The records will be adequately secured until the investigation is complete.

#### **D. Confidentiality**

All participants and all persons questioned in a fraud investigation will keep the details and results of the investigation confidential so as not to violate an individual's expectation of privacy.

#### **E. Personnel Actions**

If a suspicion of fraud is substantiated by the investigation, then the Town Administrator or his/her designee shall take disciplinary action, up to and including dismissal and appropriate legal measures. Such disciplinary action may be taken independent of any findings and conclusions reached by any appropriate authority to which the fraud allegations are reported.

If an allegation is made predicated upon the reasonable belief that a violation has occurred, but it is not confirmed by the investigation, then no action will be taken against the originator. If however, the allegation is made and predicated without the reasonable belief that a violation has occurred, then appropriate disciplinary action may be taken against the individual making the false allegation up to and including termination.

#### **F. Whistle-Blower Protection**

No person covered by this policy acting honestly and in good faith in attempting to comply with its provisions shall:

- be dismissed or threatened with dismissal;
- be suspended or threatened with suspension;
- be subject to any discipline or any other retribution
- be intimidated or coerced.

Any person violating these whistle blower protections will be subject to disciplinary action, up to and including dismissal.

# Town of Stow

380 Great Road  
Stow, MA 01775

## ANTI-FRAUD POLICY Acknowledgement of Receipt

Print Name: \_\_\_\_\_

Department: \_\_\_\_\_

Job Title: \_\_\_\_\_

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By signing my name below, I am acknowledging that I have received, read, had the opportunity to ask questions about, and have been advised that I am responsible for complying with the Town of Stow's Anti-Fraud Policy. I understand this signature sheet will be placed in my personnel file.

I understand that I will be held responsible for complying with the provisions of this policy and understand that any actions which are found to violate the terms of this policy may result in disciplinary action\*, up to and including termination of employment.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*\* This policy is applicable to all employees of the Town of Stow.  
For those employees covered by Collective Bargaining Agreements, the provisions of the CBA, which are subject to negotiation prevail over the language in this policy (i.e. discipline).*

# MINUTES

**Minutes  
Board of Selectmen Meeting  
Town Administrator Candidate Interviews  
Stow Town Building  
June 6, 2020**

Physically present at this meeting in the Warren Room were James Salvie, Chair, Brian Burke, Thomas Ryan and Cortni Frecha.

Also present physically was Town Administrator William Wrigley. Mr. Salvie called the meeting to order at 9:30 a.m.

**Discussion of Questions and Process**

Mr. Salvie briefly explained the procedure planned for the day.

**Interviews with Finalist Candidates for Town Administrator Position**

Denise Dembkoski and Kellie Hebert were interviewed in the morning. Tom Guerino was interviewed in the afternoon. Each interview lasted approximately one hour, and the Board took a one-hour lunch break.

Mr. Salvie asked the Selectmen to come prepared with candidate rankings to Tuesday's meeting, June 9<sup>th</sup>, at which time they would deliberate on the interviews that occurred today.

**Adjournment**

*At 1:30 p.m. Mr. Burke moved to adjourn. Mr. Ryan seconded the motion and it was passed unanimously.*

Respectfully submitted,

Maureen McKeon, Executive Assistant

YouTube link: <https://www.youtube.com/watch?v=izbb8zHQCY8>

**Documents used at this meeting. Items can be found in the Selectmen's Office filed with meeting folder:**

Candidate scoring sheets

**Stow Board of Selectmen  
Town Building  
June 26, 2020**

Present in-person was Chair, James Salvie and Town Administrator William Wrigley, Selectmen present virtually were Tom Ryan, Cortni Frecha, and Brian Burke

At 6pm Mr. Salvie called the meeting to order.

**Chairman's Comments**

Mr. Salvie noted that the Council on Aging would be closed on Thursday, July 2<sup>nd</sup> and Monday, July 6<sup>th</sup>, in addition to the 3<sup>rd</sup> (observed day for the 4<sup>th</sup>). Constituents have been notified.

**Meeting Minutes**

There is one set of minutes from June 23<sup>rd</sup> and Mr. Salvie asked if anyone had any comments on them. Mr. Ryan stated that he thought, on page 2, where it says "handicapped attendees" it should be changed to *handicapped access*.

*Hearing no other amendments, Mr. Ryan made a motion to accept the minutes of June 23, 2020 as amended, Seconded by Mr. Burke. Roll Call Vote: Unanimous in favor*

**Town Administrator's FY-21 1/12 Budget**

Even though they voted a 1/12 budget, the DOR had informed the Town that the budget must be higher than 1/12 of the FY20 budget, it must be equal to or larger than \$2,834,105.57. As a result the TA plugged the difference that was needed as the minimum required spending. All other funding was dumped into the Nashoba Regional School District (approximately \$600,000).

*Mr. Ryan made a motion to approve the Town Administrator's amended 1/12 budget in the amount of \$2,834,105, seconded by Ms. Frecha. Mr. Salvie asked if there were any other comments. Mr. Ryan asked if the vote should include language in case the DOR comes back again regarding the amount. The Board discussed a friendly amendment of "to approve the budget approved by the Town Administrator in the amount of \$2,834,105 or whatever amount is necessary to satisfy the requirements of the DOR for a FY21 1/12 budget. Mr. Ryan accepted the friendly amendment and Ms. Frecha accepted the friendly amendment. Mr. Salvie asked if there was any further discussion; hearing none, he called for a Roll Call Vote: Ms. Frecha – aye, Mr. Burke – aye, Mr. Ryan – aye, and the Chair votes aye – Unanimously approved.*

Having no other business, Mr. Salvie asked for a motion to adjourn at 6:10pm. Mr. Burke made the motion, seconded by Ms. Frecha – unanimously approved on a roll call vote.

**Respectfully submitted,**

*Denise M. Demboski  
Town Administrator*

**Stow Board of Selectmen  
Town Building  
June 29, 2020**

Present were Selectmen, James Salvie, Cortni Frecha, Tom Ryan, Megan Birch-McMichael, and Ellen Sturgis. Also present was Administrative Assistant Maureen Trunfio.

At 7pm Mr. Salvie called the meeting to order.

**Annual Board reorganization – vote for Chair and Clerk**

Mr. Salvie welcomed the two new Board members, Ellen Sturgis and Megan Birch-McMichael and noted that the board was socially distanced and wearing masks.

There are only two positions on the Board, the Chair and the Clerk. The Clerk functions as the Vice Chair, as needed and takes notes and minutes in the absence of the Administrative Assistant. Mr. Salvie asked for nominations.

*Ms. Frecha nominated Tom Ryan to be Chair of the Board, seconded by Ms. Sturgis. Mr. Salvie asked if there were any other nominations, hearing none, he called for a vote. The Board voted unanimous in favor.*

Mr. Salvie then asked Mr. Ryan if he would like to take over the duties of running the meeting. Mr. Ryan declined and stated that Mr. Salvie was doing a fine job. Mr. Salvie then opened up the floor for nominations of Clerk.

*Mr. Ryan nominated Cortni Frecha, seconded by Ms. Sturgis. Mr. Salvie asked if there were any other nominations, hearing none, he called for a vote. The Board voted unanimous in favor.*

Mr. Salvie then turned the meeting over to Mr. Ryan to see if he wanted to say anything or address the Board as the incoming Chair. Mr. Ryan stated that he would like to see if there could be a meeting set up for the following week to finalize Town Meeting business regarding the articles and if there was anything the Board needed to do for Town Meeting.

Additionally, he will follow up with Bill to see where the negotiations stand with the new Town Administrator. Mr. Salvie stated that he has been involved and the negotiations are going well and are just taking a bit of time because it is a busy time of year for both towns. Mr. Ryan asked the Board members if they are available on the 7<sup>th</sup>, 8<sup>th</sup>, or 9<sup>th</sup>. The Board selected the 8<sup>th</sup> of July to meet. He will ask Maureen to send out the list of pending items and if there isn't anything pressing, they can cancel and reconvene prior to town meeting. The next regularly scheduled meeting will be the 14<sup>th</sup> and he will look to schedule an Executive Session to bring the new Board members up to speed on any pending matters covered by Executive Session.

Mr. Salvie mentioned that when the contract with the new town administrator is signed, the two candidates that did not get the job, deserve a letter, which Maureen can write up or a phone call, and as the Chair at the time, Mr. Salvie offered to make that call. Mr. Ryan accepted the offer.

Ms. Sturgis thanked Mr. Salvie for Chairing the Board over the previous year and that it was a very tough year. Mr. Salvie appreciated the sentiment and thanked Ms. Sturgis. Ms. Frecha echoed the statement and thanked Mr. Salvie for being the Chair.

*On a motion by Ms. Frecha, seconded by Ms. Sturgis, the meeting adjourned at 7:16pm.*

**Respectfully submitted,**

*Denise M. Dembkoski*

*Town Administrator*

**Board of Selectmen Meeting Minutes  
December 8, 2020, 7 pm  
Stow Town Building & Via Zoom**

Physically present at this meeting in Stow Town Building were board members:

Thomas Ryan, Chair  
Ellen Sturgis  
Jim Salvie

Present virtually Via Zoom were board members: Cortni Frecha and Megan Birch McMichael

Also Denise Dembkoski, Town Administrator

Mr. Ryan called the meeting to order at 7 p.m.

**Public Input:** There were no comments.

**Chairman's comments:** Mr. Ryan said that the Stow Police wanted to remind everyone of the winter parking ban which begins December 1<sup>st</sup> and prohibits parking on streets between 1 am and 6 am. He noted that the Fire Department will be escorting Santa around Stow on December 13<sup>th</sup>, however due to the pandemic there would be no stops. The schedule is in the newspaper and live tracking will be available. Mr. Ryan noted that former Administrative Assistant to the Board of Selectmen Susan McLaughlin had recently passed away. He concluded by noting that it has been a very difficult year for the Town and Board with the challenges of Covid-19, the retirement of the former Town Administrator and hiring of another, as well as a complex election, and a scandal involving the former police chief. He thanked his colleagues on the Board, the Town Administrator, and all employees and volunteers and thanked the residents for their patience. He said that he hoped for a better 2021. Other members of the Board also took the opportunity to thank the Town's many employees and volunteers .

**Appointments:**

**1. Appointment of Greg Troxel as a Perambulation alternate:** Ms. Sturgis encouraged the Board to appoint Greg Troxel as an alternate so that he can assist with perambulation. She noted that he has been helping with this since at least 2006.

*Mr. Salvie moved to appoint Greg Troxel as Perambulation Alternate for the Selectmen's 2020-2021 perambulation of town boundaries, Ms. Sturgis seconded and the motion was approved unanimously (5-0) on a roll call vote.*

**2. Appointment of Gregory Boutwell to the position of per diem snow plow driver/laborer:** Ms. Dembkoski said that the Superintendent of Streets has made the recommendation to appoint Gregory Boutwell which she supports. Ms. Sturgis suggested authorizing the Town Administrator to make this type of appointments. Ms. Dembkoski said that the charter states that the Selectmen appoint Highway



and Police. She said she thought the Board could authorize her to appoint per diems. In this case, however, the candidate is also being appointed as a laborer.

*Mr. Salvie moved to appoint Gregory Boutwell to the position of per diem snow plow driver/laborer. Ms. Sturgis seconded and the motion was approved unanimously (5-0) on a roll call vote.*

*Mr. Salvie moved to authorize the Town Administrator to hire a per diem laborers for the Town of Stow Highway Department on their behalf through the end of March 2021. Ms. Sturgis seconded and the motion was approved unanimously (5-0) on a roll call vote.*

**Town Hall Restoration Committee: Discussion of a Possible Easement:** Doug Hyde, Asst. Facilities Director, appeared on behalf of the Committee, noting that he had provided a packet of information to the Board for their review. He said the focus of the discussion is the Selectmen's opinion on granting an easement or entering into agreements for location of equipment for the HVAC systems. He noted the proximity of the Town Hall to the property lines and that an easement had already been granted by the abutting property for the accessibility ramp. It is unknown at this time exactly what pieces of equipment will be needed or where they will go. He noted that the Committee has more work to do on this and has not yet reached out to the abutting landowner, but they want to know if the Board is willing to enter into an easement. Ms. Dembkoski showed photos of possible locations for the equipment shed. The Board clarified that the Committee was discussing a voluntary easement and not a taking. Mr. Hyde indicated that the easement might be approximately 20'x20'. There was consensus on the Board that discussions with the homeowner would be appropriate and agreement that a vote was not needed at this time.

**New Common Victualler License: 29 Culinary, LLC d/b/a Nan's Market, 271 Great Road:** Ms. Dembkoski noted that Nan's market has opened at 271 Great Road. There was some confusion about licensing and what was needed. The business owner has provided an application and meets the requirements. She recommends approving a license through December 31, 2021.

*Mr. Salvie moved to approve a Common Victualler license for Nan's Market at 271 Great Road, for the remainder of 2020 and through December 31, 2021, Ms. Sturgis seconded and the vote was approved unanimously (5-0) on a roll call vote.*

**Minuteman Athletic Complex School Debt Authorization request:** Ms. Dembkoski noted that the Board needs to decide how to proceed with this. She said that the cost is expected to be about \$18k in the first year and will decrease over 10 years. In order to take negative action it would require a special town meeting in January. If the Board takes no action, the borrowing will approved by default. After discussion by the Board regarding the challenge of holding a special town meeting in winter during the pandemic, there was agreement to take no action and allow the borrowing to move forward.

**2021 Liquor License Renewals:** Mr. Ryan listed the names and addresses of all the licenses up for renewal. Ms. Dembkoski said that they have all met the requirements and passed required background checks. There was discussion of whether businesses are required to be TIPS certified.

Certification is required, but it is not a part of the license renewal process. It was suggested that this might be requested in the future. It was also suggested that the Town should formalize policies around issuance of liquor licenses, one day licenses, etc. as a future workplan item.

*Mr. Salvie moved to renew the Town's 2021 Liquor Licenses for the following businesses, and approve the release of said licenses only upon a satisfactory inspection by the Building Department. Ms. Sturgis seconded the motion and it was approved unanimously (5-0) on a roll call vote.*

1. Stow Food & Beverage LLC (Stow Acres), 58 Randall Rd – On-Premises – All Alcohol
2. J. Melone & Sons d/b/a Stowaway Golf, 121 White Pond Rd – On Premises – Wine & Malt
3. Nickrosz Spirits, Inc. d/b/a Colonial Spirits of Stow, 117 Great Rd – Package Store – All Alcohol
4. Ken's Liquor Shoppe, Inc, 8 Hudson St – Package Store – All Alcohol
5. Robert Page III LLC d/b/a Butternut Farm Golf Club, 115 Wheeler Rd – On-Premises – All Alcohol
6. Wedgewood Country Club of Stow Inc. d/b/a Wedgewood Pines Country Club, 215 Harvard Rd - On-Premises – All Alcohol
7. J. Salamone Enterprises, Inc. d/b/a Russell's Convenience Store of Stow, 390 Great Road – Package Store – Wine & Malt
8. The Air Field Café, Inc. d/b/a Nancy's Air Field Café, 302 Boxboro Rd - On-Premises – All Alcohol
9. Red River Rock, Inc. d/b/a Red Ginger Restaurant, 117 Great Road - On-Premises – All Alcohol

It was suggested by Ms. Sturgis that license fees might be reduced for businesses that had been required to close due to Covid-19. The matter was discussed briefly and it was agreed to bring this back at a meeting in January for further discussion and that whatever is done it should not be an administrative burden.

**Presentation of the Finalists for the Chief of Police Position/Timeline/Public Interview Process:** Ms. Dembkoski summarized the process of reviewing applications from the original 31 candidates to 13 who submitted written responses to questions. The Screening Committee interviewed five candidates and have agreed unanimously on 3 names to put forward to the Board. The Screening Committee did not rank the candidates but is presenting them in alphabetical order. They are:

- Richard Briggs - Lieutenant, Ashland Police Department
- Edward Lee - Former Chief, Hopkinton Police Department
- Michael Sallese - Acting Chief/Detective Sergeant, Stow Police Department

The Board discussed the process for interviewing finalists and agreed to hold a Saturday interview session on January 9<sup>th</sup> from 8 am-1 pm at the Community Center. Interviews will be 50 minutes each. Voting would occur at the subsequent meeting. Ms. Dembkoski will provide the questions asked previously. She suggested that the Board meet from 8-9 am prior to the interviews and discuss the questions. It was clarified that the interviews will be in open session for individuals that wish to listen on Zoom. There will be no public input, however residents can submit questions to Ms. Dembkoski. Ms. Dembkoski said she would try to schedule them in alphabetical order.

**Education Incentive Program: Proposal to Grandfather Current Employees and Eliminate Incentive Going Forward:** Ms. Dembkoski presented a proposal to eliminate the Education Incentive for staff and grandfather all current employees working for the Town. She had distributed a copy of the list of employees and amounts to the Board and explained her rationale for making this change. She noted that the program was adopted by Town Meeting but can be changed by the Board of Selectmen. She feels that the position descriptions and compensation should reflect the educational levels that are required for each position and that this pay should be part of the base pay that each employee receives. As positions come open this would be evaluated, but existing employees would continue to receive the Educational Incentive. A larger discussion will be a review of the Compensation Study done by the Collins Center.

The Board discussed the origin and rationale for the program which began in 2001, and its initial connection to the incentives offered in the Quinn bill. Ms. Dembkoski noted that the Finance Committee is favor of this for transparency reasons.

*Mr. Salvie moved to grandfather all current employees in the Town's Educational Incentive Program, and to eliminate this program going forward. Ms. Sturgis seconded. The vote was unanimously in favor (5-0) on a roll call vote.*

**Executive/Administrative Assistant position:** Ms. Dembkoski noted that Executive/Administrative position needs be filled. She said that she would like clarification of who supervises the person. She recommended that she supervise the new hire and he/she provide support to the Board through her. She would like to see more streamlining with regard to communication. She noted that the Board has a revised job description. She would like to post it tomorrow with the range in the Town Meeting warrant. It was clarified that the title changed to Executive Assistant in the last year. In response to questions by the Board she noted that the description includes a section on confidentiality which she will review again, and that she will confirm that it is an exempt position under Fair Labor Standards guidelines. She will also make sure that minutes is part of the job description, though she may have them do the minutes from the tape.

*Mr. Salvie moved that the Selectmen support the recommendations of the Town Administrator and authorize her to post the Executive Assistant position as discussed and to assume supervisory and managerial responsibility for the Executive Assistant. Ms. Sturgis seconded and the motion was approved unanimously (5-0) on a roll call vote.*

**Town Administrator's Report:** Ms. Dembkoski said that Nan's market has had a hold up on their license. She is waiting to hear from the ABCC and if they approve it she would like them to move forward quickly. She asked the Board to sign with the caveat that the license will not be issued unless ABCC approves.

She noted that in the past the Board approved a handful of budgets – Town Reports, Property and Casualty, Workers Comp, Weights and Measures, She will fold these into her budget going forward.

She has been in touch with Senator Eldredge's office regarding the plan to tour Lower Village. It was agreed that a Monday would be best. She will follow up with the Senator and with Rep Hogan and try to schedule this in January.

She noted that there have been 25 COVID-19 cases in last 14 days in Stow. The state is rolling back to Phase 3, Step 1 as of next Sunday. She encouraged people to take note of these changes.

Finally, she asked the Board for guidance on correspondence. What should be included in the packets, what can be sent by email, and what is really desired? It was agreed that she should use her discretion. True correspondence (vs. agendas, meeting announcements, etc.) should be in the packet. She encouraged the Board to let her know if they want more information.

### **Liaison reports**

- Ms. Frecha noted that the Community Preservation Committee met and is currently in the process of reviewing applications. They are meeting with the Community Preservation Coalition to discuss bonding. She thought it might be helpful at some point to talk about priorities with the Board.
- Ms. Birch McMichael said that the School Committee is meeting tomorrow and will be discussing a hybrid model for the high school depending on Covid numbers. Tri-Town is tomorrow. She and Denise will not be attending. The Town Hall Restoration Committee has presented a proposal to CPC. The Planning Board will be hearing a project at Stow House of Pizza next week.
- Ms. Sturgis noted that Minuteman has produced a great video tour. She will send around a link. Also, MAPC is sponsoring a training on pooled testing for large groups. Denise will be attending to learn more.
- Mr. Salvie noted that Complete Streets met this week and reviewed the initial conceptual designs for Track Road. He said that the Library Building Committee is working on an RFR and he has encouraged them to talk to Denise about procurement. He mentioned that he went to a 495 Metrowest Partnership meeting at which the MBTA made a presentation on their service reductions. He urged skepticism about a post-pandemic return to the prior level of service and noted the importance of a viable mass transit system.
- Mr. Ryan noted that the Fire Dept has been doing a lot of mutual aid. He noted that the Fire Dept did an after action report after a prior storm and that things worked better in the most recent storm. Highway is still cleaning up from the last storm. He wished Steve Nadeau a happy one year anniversary. The Police Dept is considering doing another Citizen's Police Academy via Zoom. The BOH meets Thursday.

**Meeting Minutes - November 24, 2020:** Ms. Sturgis said that she sent an email with a correction to make clear that Sen. Eldredge was trying lead the tour at Lower Village, not Rep. Hogan.

Ms. Demboski indicated that there are 8-9 meetings without approved minutes. They are working on that. Kathy Sferra has offered to do the minutes for meetings until the new Assistant is hired. Only two dept heads volunteered.

*Mr. Salvie moved to accept the meeting minutes of the November 24, 2020 meeting with amendments. Ms. Sturgis seconded and the motion was approved unanimously (5-0) on roll call vote.*

Ms. Sturgis noted the recent court decision regarding the former police chief. She wanted it on the agenda to express concern that he was let off too easily. She asked about doing a press release or letter. She felt that the Board should comment, as well as clarify that the Town doesn't have a say in his pension. It was agreed that residents who have questions should direct them to the Town Administrator who can prepare a response with regard to common themes and possibly post it to the website.

**Correspondence:** Ms. Birch McMichael brought up the letter from the Bolton Selectmen to the School Committee. She doesn't want to be in the middle but wants to acknowledge we have seen it.

**Adjournment:** *At 9:13 Mr. Salvie moved to adjourn, Ms. Sturgis seconded. The motion was approved unanimously (5-0) on a roll call vote.*

Respectfully submitted

Kathy Sferra

**Materials Used at Meeting**

Draft Minutes from 11-24-2020

Meeting Packet:

- Packet of Information regarding Ed Incentive Program
- Packet of Information regarding Police Chief Finalists
- Draft Executive/Administrative Assistant Job Description
- Packet of Information about Town Hall Project
- Application Information for Licenses

# **CORRESPONDENCE**



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

Central Regional Office • 8 New Bond Street, Worcester MA 01606 • 508-792-7650

Charles D. Baker  
Governor

Kathleen Theoharides  
Secretary

Karyn E. Poito  
Lieutenant Governor

Martin Suuberg  
Commissioner

December 21, 2020

Town of Stow  
380 Great Road  
Stow, MA 01775-2127

RE: Former Fire Station  
16 Crescent Street  
Stow, MA  
RTN 2-0021075

Attention: Thomas Ryan, Chair  
Board of Selectman

**NOTICE OF RESPONSIBILITY**  
**M.G.L. C. 21E, 310 CMR 40.0000**

Dear Mr. Ryan:

The Massachusetts Department of Environmental Protection, Bureau of Waste Site Cleanup (MassDEP) has information that you (as used in this notice, "you" refers to the Town of Stow, Massachusetts) own the property located at 16 Crescent Street, Stow, Massachusetts (the "Site"). MassDEP has determined that this property, or portions thereof, is a disposal site which requires a response action. The cleanup of disposal sites is governed by the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E and the Massachusetts Contingency Plan, (the MCP), 310 CMR 40.0000.

The Department of Environmental Protection (MassDEP or the Department) was notified on August 14, 2019 that per- and polyfluorinated alkyl substances (PFAS) had been detected in the public water supplies used by the Hale Middle and Stow Center Schools. Subsequently, sampling of the Town of Stow's public water supply for the Stow municipal buildings and private drinking water wells for surrounding local residences detected PFAS compounds. In an effort to determine the potential source of a release of PFAS detected in the public water supply wells, MassDEP installed two (2) overburden monitoring wells and collected groundwater samples at the former fire station located at 16 Crescent Street. PFAS compounds are an ingredient of aqueous film-forming foam (AFFF) used in firefighting. Concentrations of PFAS compounds were detected up to 598.3 nanograms per liter (ng/l) from shallow groundwater samples taken at the former fire station property, exceeding applicable Reportable Concentrations (RCGW-1).

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-5751.  
TTY# MassRelay Service 1-800-439-2370  
MassDEP Website: [www.mass.gov/dep](http://www.mass.gov/dep)

## **NOTICE OF RESPONSIBILITY**

2

Town of Stow.  
RTN 2-0021075

On December 27, 2019, MassDEP promulgated groundwater and soil Reportable Concentrations and Method 1 Risk Characterization cleanup standards for a sum total of six (6) PFAS compounds under the Massachusetts Contingency Plan (MCP), 310 CMR 40.0000. The applicable groundwater Reportable Concentration (RCGW-1) and GW-1 Method 1 Risk Characterization cleanup standard is 20 ng/l for the total sum of perfluorodecanoic acid (PFDA), perfluoroheptanoic acid (PFHpA), perfluorohexanesulfonic acid (PFHxAS), perfluorononanoic acid (PFNA), perfluorooctanesulfonic acid (PFOS), and perfluorooctanoic acid (PFOA), collectively "PFAS 6". MassDEP's Bureau of Water Resources has also promulgated a drinking water standard for public water supply systems of 20 ng/l for PFAS 6.

MassDEP's sampling results at the former fire station indicate that a release of PFAS 6 to groundwater, exceeding RCGW-1 within 500 ft. of private wells, has occurred at the Site. Pursuant to 310 CMR 40.0006, detections of PFAS in public and private water supply wells are considered a Condition of Substantial Release Migration (SRM). Such conditions require notification to MassDEP within 72 hours of knowledge and the performance of Immediate Response Actions (IRA), pursuant to 310 CMR 40.0313(4)(d) and 40.0412(2). MassDEP has assigned Release Tracking Number (RTN) 2-0021075 to this release and IRA condition.

The purpose of this notice is to inform you that MassDEP, based on the available information, considers you a party with potential liability for response action costs and damages under M.G.L. c. 21E, §5 for this disposal site. This liability is "strict" meaning it is not based on fault, but solely on your status as owner of the Site. It is also joint and several, meaning that each person who falls within one of the categories in §5 may be held liable for all response action costs incurred at the disposal site, regardless of the existence of any other liable parties. In light of this information, MassDEP wishes to ensure that you are aware of your rights and responsibilities under the M.G.L. c. 21E, and the MCP. This notice and the attached summary are intended to provide you with information about liability under Chapter 21E to assist you in deciding what actions to take in response to the conditions that are present at this disposal site.

## **RELEASE/SITE INFORMATION**

### **MassDEP Investigations**

On August 14, 2019, the Nashoba Regional School District informed MassDEP that 37 ng/l of PFAS 6 was detected in the public supply well (PWS 2286005-1G) of the Hale Middle School, and 19 ng/l PFAS 6 was detected in the Stow Center School public water supply well (PWS 2286007-02G). In response to the detection of PFAS in the school wells, MassDEP began sampling private drinking water wells within 500 ft. of the school properties. Iterative sampling was expanded to continue sampling drinking water wells within 500 ft. of each location where PFAS was subsequently detected. MassDEP has sampled 107 residential private wells with PFAS compounds ranging from non-detect up to 791 ng/l. Forty-eight (48) residential private wells exceed the 20 ng/l PFAS6 groundwater cleanup standard. PFAS compounds were also detected at a concentration of 63 ng/l in the "Stow municipal buildings" public drinking water supply well (PWS 2296022-01G) which serves the Town Hall complex, Stow Public Library, a residence, a day care facility, and a church.



## **NOTICE OF RESPONSIBILITY**

Town of Stow.  
RTN 2-0021075

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On January 30, 2020, MassDEP's contractor Corporate Environmental Advisors installed two (2) monitoring wells, MW-1 and MW-3, at the former fire station property to assess groundwater conditions at the site. On February 18, 2020, Corporate Environmental Advisors (CEA) collected groundwater samples, under the direction of MassDEP, from both monitoring wells, located on the property. The samples were analyzed for PFAS via EPA Method 537 Modified using Isotope Dilution. The results of the groundwater monitoring well testing found a total concentration of 598.3 ng/l PFAS6 in monitoring well MW-1 and 74.8 ng/l in monitoring well MW-3 at the former fire station property.

MassDEP has been providing bottled water to 67 residences and has installed 15 point-of-entry treatment (POET) systems at all residences with PFAS detections to mitigate Critical Exposure Pathways, pursuant to 310 CMR 40.0414. Laboratory analytical reports for sampling at the former fire station property and residential well sampling may be reviewed through the Massachusetts Energy & Environmental Affairs Data Portal at <https://eeaonline.eea.state.ma.us/Portal/#!/search/wastesite>.

### **NECESSARY RESPONSE ACTIONS AND APPLICABLE DEADLINES**

Pursuant to 310 CMR 40.0420, you are required to perform the following actions:

1. **Within 14 days of this Notice**, you must engage or employ a Licensed Site Professional (LSP) to oversee and conduct response actions at the Site; and, contact MassDEP to proposed a verbal IRA Plan for MassDEP approval. The verbal IRA Plan must include:
  - a. Identification and a schedule for immediate sampling of any private or public supply well that has not previously been sampled within 500 feet of any other private well where PFAS has been previously detected.
  - b. A schedule for ongoing residential sampling, and plan for provision of bottled water and/or POET installation to mitigate CEPs.
2. **Within 60 days of the date of this Notice**, you must submit to MassDEP a Release Notification Form (Transmittal Form BWSC-103) and a written IRA Plan, prepared in accordance with 310 CMR 40.0424 and subject to MassDEP approval.

Please be advised that the date of this Notice is considered to be the date of release/threat of release notification. This date will be the baseline for calculating compliance with deadlines contained within the MCP.

Unless otherwise provided by MassDEP, responsible parties have one year from the initial date notice of a release/threat of release is provided to MassDEP pursuant to 310 CMR 40.0300 or from the date MassDEP issues a Notice of Responsibility, whichever occurs earlier, to file with MassDEP one of the following submittals: (1) a completed Tier Classification Submittal; or (2) a Permanent Solution Statement; or if applicable, (3) a Downgradient Property Status Submittal. The deadline for these submittals for this disposal site is **December 21, 2021**.

**NOTICE OF RESPONSIBILITY**

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Town of Stow.  
RTN 2-0021075

The MCP requires responsible parties and any other person undertaking response actions at a disposal site to perform Immediate Response Actions in response to releases/threats of release, Imminent Hazards and Conditions of Substantial Release Migration. Such persons must continue to evaluate the need for Immediate Response Actions and notify MassDEP immediately if such a need exists.

**PROCEDURES TO FOLLOW TO UNDERTAKE RESPONSE ACTIONS**

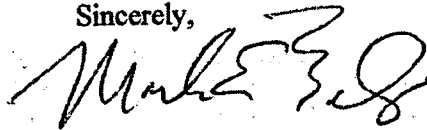
MassDEP encourages parties having liability under M.G.L. c. 21E to take prompt action in response to releases and threats of release of oil and hazardous materials. By taking prompt action, liable parties may significantly lower cleanup costs and avoid the imposition of, or reduce the amount of, certain permit and/or annual compliance assurance fees payable under 310 CMR 4.00.

You must continue to employ or engage a Licensed Site Professional (LSP) to manage, supervise or perform all response actions that you intend to undertake at this disposal site. You may obtain a list of the names and addresses of LSPs by visiting <http://www.mass.gov/eea/agencies/lsp>, by contacting the Board of Registration of Hazardous Waste Site Cleanup Professionals by telephone at (617) 556-1091, or in person or by mail at One Winter Street, 3<sup>rd</sup> Floor, Boston, Massachusetts 02108.

All submittals for this Disposal Site that require an LSP Opinion must be submitted through eDEP, MassDEP's electronic document and form submittal repository. For more information on electronic submittal of forms and reports, please visit MassDEP's website, <http://www.mass.gov/eea/agencies/massdep/service/online/edep-online-filing.html>.

MassDEP appreciates your cooperation in this matter. If you have any questions, please contact Michael LeBlanc at the letterhead address or at 508-767-2830. MassDEP requests that you inform your LSP of this Notice.

Sincerely,



Mark E. Baldi,  
Deputy Regional Director  
Bureau of Waste Site Cleanup

MEB/MRL

Enclosures: Summary of Liability under Chapter 21E, Summary of Fees,

cc: Stow Board of Health  
Craig Martin, P.E., Building Commissioner, Town of Stow  
Mary Jude Pigsley, Regional Director, DEP-CERO  
Paul Locke, Asst. Commissioner, BWSC, DEP-Boston  
Michael LeBlanc, Section Chief, Site Mgt. & Compliance Assistance, BWSC, DEP-CERO  
Paul Vigeant, Branch Chief, Site Mgt. & Compliance Assistance, BWSC, DEP-CERO

**NOTICE OF RESPONSIBILITY**

**Town of Stow.**

**RTN 2-0021075**

**Nashoba Regional School District**

**Database Entry [ NOR/ISSUED ]**

**File**

## SUMMARY OF LIABILITY UNDER CHAPTER 21E

As stated in the Notice of Responsibility accompanying this Summary, the MassDEP has reason to believe that you are a Potentially Responsible Party ("PRP") with potential liability under M.G.L. c. 21E, Section 5, for response action costs and damages to natural resources caused by the release and/or threat of release. The MassDEP has identified you as a PRP because it believes you fall within one or more of the following categories of persons made potentially liable by Subsection 5(a):

- any current owner or operator of a site from or at which there is or has been a release or threat of release of oil and/or hazardous material;
- any person who owned or operated a site at the time hazardous material was stored or disposed of;
- any person who arranged for the transport, disposal, storage or treatment of hazardous material to or at a site;
- any person who transported hazardous material to a transport, disposal, storage or treatment site from which there is or has been a release or threat of release of such material; and
- any person who otherwise caused or is legally responsible for a release or threat of release of oil or hazardous material at a site.

For purposes of the MCP, you are considered a Responsible Party ("RP") with actual liability under Chapter 21E if you fall within one of these categories unless you (1) are entitled to a defense under Section 5 or other applicable law, and (2) have reasonably incurred cleanup costs in an amount equal to or greater than any applicable cap on liability under Subsection 5(d).

This liability is "strict," meaning it is not based on fault, but solely on your status as an owner, operator, generator, transporter or disposer. It is also joint and several, meaning that each person who falls within one of these categories may be held liable for all response action costs incurred at the site, regardless of the existence of any other liable parties.

Section 5 provides a few narrowly drawn defenses to liability, including a defense for releases and damages caused by an act of God, an act of war or an act by a third party other than an employee, agent or person with whom the party has a contractual relationship (*see* Subsection 5(c)); a defense for certain owners of residential property at which the owner maintains a permanent residence (*see* Subsection 5(h)); and a defense for certain public utilities and agencies of the Commonwealth which own a right-of-way that is a site (*see* Subsection 5(j)).

You may voluntarily undertake response actions under the MCP without having your liability under Chapter 21E formally adjudicated by the MassDEP. If you do not take the necessary response actions, or fail to perform them in an appropriate and timely manner, the MassDEP is authorized by Chapter 21E to perform the necessary work.

By taking the necessary response actions, you can avoid liability for response action costs incurred by the MassDEP in performing these actions. If you are a RP and you fail to perform necessary response actions at the site, you may be held liable for up to three (3) times all response action costs incurred by the MassDEP and sanctions may be imposed on you for failure to perform response actions required by the MCP.

Response action costs include, without limitation, the cost of direct hours spent by MassDEP employees arranging for response actions or overseeing work performed by persons other than the MassDEP or its contractors, expenses incurred by the MassDEP in support of those direct hours, and payments to the MassDEP's contractors (for more detail on cost liability, *see* 310 CMR 40.1200: Cost Recovery). The MassDEP may also assess interest on costs incurred at the rate of twelve percent (12%), compounded annually.

Any liability to the Commonwealth under Chapter 21E constitutes a debt to the Commonwealth. To secure payment of this debt, the MassDEP may place liens on all of your property in the Commonwealth under M.G.L. c. 21E, Section 13. To recover this debt, the Commonwealth may foreclose on these liens or the Attorney General may bring legal action against you.

In addition to your potential liability for response action costs and damages to natural resources caused by the release, civil and criminal liability may also be imposed by a court of competent jurisdiction under M.G.L. c. 21E, Section 11, and civil administrative penalties may be assessed by the MassDEP under M.G.L. c. 21A, Section 16, for each violation of Chapter 21E, the MCP or any order, permit or approval issued there under.

If you are an RP and you have reason to believe that your performance of the necessary response actions is beyond your technical, financial or legal ability, you should promptly notify the MassDEP in writing of your inability in accordance with Chapter 21E, Subsection 5(e), and 310 CMR 40.0172. If you assert and demonstrate in compliance therewith that performing or paying for such response action is beyond your ability, Subsection 5(e) provides you with a limited defense to an action by the Commonwealth for recovery of two to three times the MassDEP's response action costs and 310 CMR 40.0172 provides you with a limited defense to the MassDEP's assessment of civil administrative penalties.

### **THIRD PARTY LIABILITY**

You should be aware that you might have claims against third parties for damages, including claims for contribution or reimbursement for the costs of cleanup. Such claims do not exist indefinitely but are governed by laws that establish the time allowed for bringing litigation. The MassDEP encourages you to take any action necessary to protect any such claims you may have against third parties.

In addition, per M.G.L. c.21E (6) and 40.0101, MassDEP requires that you investigate the cause of this incident and take necessary actions where possible to prevent a recurrence and/or mitigate the extent of future releases. Such requirements may include, without limitation, but without duplication of requirements prescribed in other programs of the Department, the preparation of contingency plans, the acquisition, construction, maintenance and operation of equipment, facilities and resources for the monitoring, prevention and control of releases, and the staffing and training of personnel regarding the prevention and control of releases of oil or hazardous material.

No disposal site will be deemed to have had all the necessary and required response actions taken for it unless and until all substantial hazards presented by the release/threat of release have been eliminated and a level of no significant risk exists or has been achieved in compliance with M.G.L. c. 21E and the MCP.

### **FINANCIAL INABILITY TO PERFORM RESPONSE ACTIONS**

If you are unable to perform the Response Action(s) because you have reason to believe that performing the Response Actions are beyond your financial ability, you should so inform the Department in writing, in accordance with the requirements of 310 CMR 40.0172 (1), (3) and (4). The Department has Guidance available for assisting you in applying for a Department Determination of Financial Inability to Perform Response Actions. Please call (617) 348-4055 to obtain the necessary information.

Please be advised that, should the Department determine the Response Actions are beyond your financial ability, such determination does not constitute an express or implied release from liability under c. 21E, nor does it extinguish any obligation you may have to take or arrange for the Response Actions necessary to achieve a permanent solution at the above referenced site.

### **MASSDEP FEES AND DEADLINES**

A fee of \$1,470.00 is assessed if a Permanent Solution is filed 120 days after release notification, but before Tier Classification. Therefore, if all remediation work has been completed, you are encouraged to have the Permanent Solution submitted promptly to avoid the fee.

The MassDEP encourages parties having liability under M.G.L. c. 21E to take prompt action in response to releases and threats of release of oil and hazardous materials. By taking prompt action, liable parties may significantly lower cleanup costs and avoid the imposition of, or reduce the amount of, certain annual compliance assurance fees payable under 310 CMR 4.00 (e.g., no annual compliance assurance fee is due for Permanent Solution Statements submitted to the MassDEP within 120 days of the initial date of release notification).

BOS



# Town of Stow Conservation Commission

380 Great Road  
Stow, Massachusetts 01775-0261  
(978) 897-8615 FAX (978) 897-4534  
email: [conservation@stow-ma.gov](mailto:conservation@stow-ma.gov)



## STOW CONSERVATION COMMISSION NOTICE OF PUBLIC HEARING

The **Stow Conservation Commission** will hold a public hearing via Zoom web conferencing **Tuesday February 2, 2021 at 8:00 pm** to consider the **Abbreviated Notice of Resource Area Delineation (ANRAD)** filed by **Bruce Wheeler; Athens Street LLC, and Goshen Lane, LLC**. The applicant is requesting confirmation of wetland resource area delineations under the Wetlands Protection Act and Town of Stow Wetlands Protection Bylaw on the following parcels located off Hudson Road and Maple Street in the vicinity of Athens Lane: Map R2, Parcels 1A, 3, 4, 5, 6, 18, 19 and 20-7. A copy of the ANRAD and plans are on file at the Office of the Conservation Commission and posted on the Town website at [www.stow-ma.gov](http://www.stow-ma.gov). Call-in instructions will be posted on the agenda and website.

Jeff Saunders, Chair  
Stow Conservation Commission

*Printed in the January 20, 2021 Stow Independent*

Please print the above legal notice in the January 20, 2021 edition of the Stow Independent and bill as indicated below:

Stow Conservation Commission  
380 Great Road  
Stow, MA 01775  
978-897-8615  
[conservation@stow-ma.gov](mailto:conservation@stow-ma.gov)



Town of Stow  
**BOARD OF APPEALS**  
380 Great Road  
Stow, Massachusetts 01775-2127  
978-897-2784



January 4, 2021

**NOTICE and DECISION**  
**21 Kirkland Drive**  
**SPECIAL PERMIT**

**Applicant:** Donald and Nancy Patton

**Owner:** Patton Realty Trust 2017

**Address:** 21 Kirkland Drive  
Stow, MA 01775

**Premises Affected:**

21 Kirkland Drive, Stow, MA shown on Stow Property Map Sheet R-5 as Parcel No. 73 containing 41,379+/- sq. ft.

**Property Deed:** Middlesex Registry of Deeds Book 71898 Page 182

**Special Permit Requested:**

A special permit is sought under G.L.c.40A, s.6 and Stow Zoning Bylaw Section 3.9 (Non-Conforming Uses and Structures), to allow construction of a building addition on a pre-existing, non-conforming lot.

At a duly posted public hearing held online via the Zoom Web Conferencing on January 4, 2021 the following information and facts were considered:

1. The Applicant proposes to construct an addition to an existing single family dwelling comprising of a sunroom, master bedroom, master bathroom, laundry and walk in closet, as shown on the following plans:
  - Plot Plan for 21 Kirkland Drive, dated December 4, 2020, prepared by Foresite Engineering
  - Architectural Plan, dated December 2020, prepared by Thorne Design Build LLC
  - Proposed Elevations Plan, dated December 2020, prepared by Thorne Design Build LLC
2. The lot is pre-existing, non-conforming as to lot size and frontage requirements of the present Zoning Bylaw.
3. The proposed addition conforms to the front, side and rear yard setback requirements of the present Zoning Bylaw.

January 4, 2021

Zoning Board of Appeals Special Permit Decision – 21 Kirkland Drive, Stow, Massachusetts  
Volume III Page 831

4. The proposed addition conforms to the requirements of the present Zoning Bylaw, and does not intensify any existing nonconformities or result in any additional non-conformities.
5. The Board makes the following mandatory findings as required by Section 9.2.6 of the Zoning Bylaw:  
The Board finds the proposed use and development, as conditioned herein:
  - a. is in harmony with the purpose and intent of the Zoning Bylaw;
  - b. will not be detrimental or injurious to abutting properties or ways, the neighborhood, community amenities or the Town of Stow;
  - c. is appropriate for the site for which the petition is submitted and is related harmoniously to the terrain and to the use, scale and proportions of existing and proposed BUILDINGS in the immediate vicinity that have functional or visual relationship to the proposed use;
  - d. includes sufficient mitigating measures for any adverse effects noted in reports from town boards and agencies, reports from consultants and public hearings;
  - e. will result in no pollution or contamination of the GROUND WATER, a GROUND WATER recharge area, a well, pond, stream, watercourse or inland wetland;
  - f. will result in no significant effect on the "level of service" (LOS) of the town roads or intersections of these roads;
  - g. will result in no significant effect on level of service for any service provided by the Town;
  - h. will result in no redirection of existing surface water runoff such that there would be material impact on abutting parcels or downstream properties;
  - i. will result in no transport by air or water of erodible material beyond the boundary line of the LOT;
  - j. will provide adequate provision for pedestrian traffic; and
  - k. will comply with requirements of Site Plan Approval and all other applicable requirements of this Bylaw.

Pursuant to Massachusetts General Laws Chapter 40A, after referring to the application for Special Permit, the following decision has been made by the Stow Board of Appeals as hereby certified after the public hearing.

The Board, by vote of the five members present, **VOTES TO GRANT A SPECIAL PERMIT** to allow construction of an addition to a single family dwelling, subject to the following conditions:

1. The proposed construction shall result in no pollution or contamination of the GROUND WATER, a GROUND WATER recharge area, a well, pond, stream, watercourse or inland wetland.
2. The proposed construction shall result in no redirection of existing surface water runoff such that there would be material impact on abutting parcels or downstream properties;
3. The proposed construction shall result in no transport by air or water of erodible material beyond the boundary line of the LOT.
4. The design and construction shall be essentially in conformance with documents and plans on file with the Board.



5. The proposed construction shall comply with conditions set by other Town Departments, Boards and Commissions is required.
6. The proposed construction shall comply with all applicable requirements of the Zoning Bylaw.
7. Exterior construction activity shall take place only between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday (excluding holidays), and 8:00 a.m. to 12:00 p.m. Saturdays unless specific approval is granted by the Building Commissioner.

The Board has complied with all statutory requirements in the granting of this Special Permit.

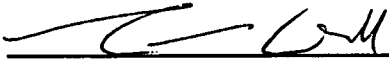
Two copies of this decision, together with copies of the application for special permit, site plans, other plans and records, have been filed with the Town Clerk. A detailed record of the proceedings, setting forth the reasons for the decision, shall be filed within fourteen (14) days with the Town Clerk and shall be a public record. Copies of this decision have been or will be mailed to all parties, persons and boards as required by Chapter 40A, Sections 11 and 15.

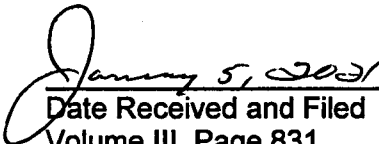
This Special Permit shall lapse with two (2) years of recording unless substantial use or construction has commenced or in the case of a permit for construction or reconstruction, if construction has not begun by such date, except for good cause (Massachusetts General Laws Chapter 40A, Section 9).

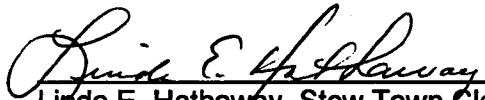
This Special Permit shall not take effect until a copy of the decision has been recorded, at the owner's expense, in the Registry of Deeds and duly indexed or noted on the owner's certificate of title. A copy of the recorded decision, certified by the Registry, or notification by the owner of the recording including recording information, shall be furnished to the Board of Appeals, Town Clerk and Building Inspector.

Any appeal from this decision shall be made pursuant to Massachusetts General Laws Chapter 40A, Section 17 and must be filed within twenty (20) days after the decision has been filed with the Town Clerk.

Signed on behalf of and with the permission of the Zoning Board of Appeals.

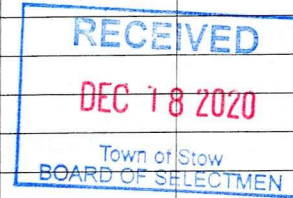
  
\_\_\_\_\_  
Ernest E. Dodd  
Zoning Board of Appeals Clerk

  
\_\_\_\_\_  
Date Received and Filed  
Volume III, Page 831

  
\_\_\_\_\_  
Linda E. Hathaway, Stow Town Clerk



Building Department  
380 Great Road  
Stow, MA 01775



Board of Assessors  
Board of Health  
Board of Selectmen  
Conservation Commission  
Fire Department  
Historical Commission  
Planning Board  
Town Clerk  
Street Numbers

October 2020 Building Permits

Permit #	Date	Applicant	Scope of work	Value	Fee	Contractor
2020-194	10/2/2020	Dan Warila Jr. 156 Walcott Street	HVAC Sheetmetal	\$5,000.00	\$50.00	Chaves Heating & AC 11984
2020-195 R-15, #6	10/6/2020	Richard Moyse 8 Circuit Drive	Porch Repair	\$5,000.00	\$50.00	homeowner
2020-196 R-7, #35	10/6/2020	Minuteman Airfield 302 Boxboro Road	Hanger Demising Wall	\$2,500.00	\$50.00	owner
2020-197 R-30, #18	10/6/2020	Diane Branscomb 40 Samuel Prescott Drive	Strip & Re-Roof	\$13,980.00	\$140.00	Eric Weaver 101078/174691
2020-198 R-6, #135	10/6/2020	Lawrence McNulty 50 Peabody Drive	Floor Repair - Kitchen, Bath, Basement, Garage	\$5,000.00	\$50.00	homeowner
2020-199 R-11, #6	10/6/2020	Stephanie Durand 156 Hudson Road	Replace Front Entry	\$17,000.00	\$170.00	Lizett Frias 106141/182638
2020-200 R-14, #5A-26	10/13/2020	Liz Carroll 24 Robert Road	18' X 36' In Ground Pool	\$42,000.00	\$420.00	Patrick Ellsworth 098871/107016
2020-201 U-11, #39-2	10/14/2020	Brian Perreault 30 Deerfield Lane	4.0kW Roof Top Solar	\$8,000.00	\$80.00	Tesla - Daniel Kelley Fonzi 101687/168572
2020-202 R-6, #27	10/14/2020	Tom Starkey 111 Adams Drive	Replace 18 Windows	\$12,380.00	\$124.00	Dennis Gullotti 112299/188132

2020-203	10/14/2020	Kathy Kane	Deck Rail Replacement	\$3,600.00	\$50.00	Saulo Stewart
R-11, #25B-9		111 Randall Road				092120/152555
2020-204	10/14/2020	Bill Shrader	Strip & Re-Roof	\$15,000.00	\$150.00	Jose Mizhirumbay
R-9, #35		144 Harvard Road				106153/194281
2020-205	10/14/2020	Bob Gillen	Strip & Re-Roof	\$6,683.00	\$67.00	John Normandie
R-31, #48-7		28 Militia Circle				061982/181413
2020-206	10/14/2020	Bob Smart	Wood Stove	\$5,000.00	\$50.00	homeowner
R-17, #1A-2		122 Crescent Street				
2020-207	10/15/2020	Shawn King	Strip & Re-Roof	\$9,238.00	\$100.00	Tim Womer
R-20, #12		280 West Acton Road				095193/174770
2020-208	10/15/2020	Mark Dragonetti	Replace 1 Window & 1 Door	\$5,850.00	\$60.00	John Dudley
R-5, #75		9 Kirkland Drive				093790/157108
2020-209	10/15/2020	Chadd Bailey	Wood Burning Insert	\$5,600.00	\$56.00	Steven Lincourt
R-15, #32		16 Pine Ridge Road				099248/155783
2020-210	10/19/2020	Thomas Johnson	Replace Deck Rails	\$3,500.00	\$50.00	Saulo Stewart
R-4, #28-4C		18 Zander Way				092120/152555
2020-211	10/19/2020	Kenneth Duchi	Strip & Re-Roof	\$6,000.00	\$60.00	Eric Weaver
R-2, #7		209 Hudson Road				101078/174691
2020-212	10/19/2020	Tom Chevalier	Add Master Bath	\$32,000.00	\$320.00	Nicolas Gottwald
R-18, #35		83 Boxboro Road				10739/193308
2020-213	10/22/2020	Jessica Farruggia	Shed	\$24,268.00	\$240.00	Michael Fritz
R-8, #9A		86 Taylor Road				HIC 192914
2020-214	10/22/2020	Wayne Collette	24' X 24' Detached Garage	\$59,150.00	\$591.00	Charles Brothers
R-10, #48		68 Hudson Road				070753/103793
2020-215	10/22/2020	Daniel Getts	Renovate 3rd Floor, Add Half Bath	\$27,500.00	\$275.00	homeowner
R-1, #3		6 Billadell Road				

2020-216	44126	Wendy & Alex Enzmann	10 Windows, Slider & Bay Window	\$14,900.00	\$149.00	Paul Nutile
R-6, #109		471 Taylor Road				080626/181960
2020-217	44126	Mike & Jill Sutt	Strip & Re-Roof	\$25,000.00	\$250.00	Shawn MaGee
R-6, #115		425 Taylor Road				105983/173850
2020-218	44126	Eric & Paula Bachtell	Strip & Re-Roof	\$11,175.00	\$112.00	Elmer Solano
R-6, #117-4		4 Fieldstone Drive				106176/188496
2020-219	10/22/2020	Kristin D'Innocenzo	Replace Windows	\$15,000.00	\$150.00	Robert Colburn
R-11, #52		159 Randall Road				065650/120256
2020-220	10/22/2020	Robert Bell	Replace Siding & 23 Windows	\$70,250.00	\$703.00	Timothy O'Sullivan
R-2, #23-1		103 Maple Street				098135/184728
2020-221	10/22/2020	William Seiverts	Install New Woodstove	\$610.00	\$50.00	Steven Lincourt
U-8, #16		428 Gleasondale Road				CSL 099248
2020-222	10/22/2020	Zucco / Dooley	Re-Side House, Replace Windows & Replace 1 Storm Door	\$32,915.00	\$330.00	Paul Nutile
R-30, #55		69 Red Acre Road				080626/181960
2020-223	10/23/2020	Eric VonStetton	Handicap Bathroom	\$34,765.00	\$340.00	John Aucoin
R-2, #20-13		198 Maple Street				056469/103093
2020-224	10/26/2020	BOSE Corp.	Temporary Tent		\$50.00	Baystate Tent
		688 Great Road				
2020-225	10/29/2020	Margaret Perreault	Attic Insulation	\$3,905.00	\$50.00	Richard Taglienti
U-11, #39-2		30 Deerfield Lane				017053/139124
2020-226	10/29/2020	James Powers	Remodel Bath, Replace Kitchen Floor	\$10,200.00	\$100.00	homeowner
R-16, #4		102 Gleasondale Road				
2020-227	10/29/2020	Karen Soeltz	Remodel 2 Bathrooms	\$60,800.00	\$608.00	Tim Cresta
R-1, #18		32 Mitchell Road				105658/190118
2020-228	10/29/2020	Brian Carey	Remodel Master Bath	\$7,500.00	\$75.00	Brian Heath
R-14, #6-A-4		126 Whitman Street				079025/142687

2020-229	10/29/2020	Tanya Virnelli	Strip & Re-Roof	\$27,425.00	\$275.00	Erik Hammar
R-16, #31		59 Gleasondale Road				99691/130275
2020-230	10/29/2020	Brandee Henderson	Repair Front Entry - Columns & Stairs	\$8,322.00	\$90.00	Luke Reisner
U-7, #37		10 Marlboro Road				104966/110550
			TOTAL:	\$637,016.00	\$6,535.00	



**Building Department**  
**380 Great Road**  
**Stow, MA 01775**



Board of Assessors  
 Board of Health  
 Board of Selectmen  
 Conservation Commission  
 Fire Department  
 Historical Commission  
 Planning Board  
 Town Clerk  
 Street Numbers

November 2020 Building Permits

Permit #	Date	Applicant	Scope of work	Value	Fee	Contractor
2020-231 R-4, #20-3	11/2/2020	Will O'Brien 14 Delaney Street	Bathroom Remodel	\$10,000.00	\$100.00	Bill Kreidermacher 062557/162248
2020-232 R-8, #8A-1	11/3/2020	Laurie Burnett 76 Taylor Road	Strip & Re-Roof	\$9,500.00	\$99.00	Christian B. Garcia 114030/191828
2020-233 R-11, #25-1	11/4/2020	Jason Schwartz 34 Edson Street	7' X 13' Plunge Spa	\$30,000.00	\$300.00	Ed Snyder 8602/110288
2020-234 R-15, #26	11/4/2020	Li Sum 30 Timberedge Road	New Vinyl Siding	\$14,500.00	\$145.00	Cesar Cortez 112555/192506
2020-235 R-9, #4	11/4/2020	Stow Garden Center 575 Great Road	Tent		\$50.00	Stow Garden Center
2020-236 R-1, #31-2	11/4/2020	Randy Carpenter 2 Jillian Lane	Pellet Stove in Basement	\$5,000.00	\$50.00	homeowner
2020-237 R-13, #1	11/4/2020	Andrew Martin / Honey Pot Orch Off Sudbury Road	40' X 90' Pole Barn	\$13,000.00	\$130.00	Andrew Martin
2020-238 R-2, #20-13	11/4/2020	Eric VonStetten 198 Maple Street	Solar Panels & Batteries	\$41,920.00	\$419.20	Peter Barbosa 077725/182869
2020-239 R-30, #3	11/4/2020	Susan Choyce 20 Red Acre Road	Replace 3 Windows	\$18,571.00	\$190.00	Jaime Morin 90125/170810

2020-240	11/4/2020	Phillip Deneault 28 Laws Lane	Woodstove Insert	\$5,944.00	\$59.00	Steve Uncourt 099248/155783
R-16, #7						
2020-241	11/4/2020	Leslie Patterson 71 Taylor Road	42 Replacement Windows	\$43,260.00	\$433.00	Leonardo Parreira 084348/181214
R-18, #6						
2020-242	11/4/2020	Shirley Rothwell 214 Barton Road	Strip & Re-Roof	\$21,435.00	\$220.00	Jeff Connors 110763/146389
U-2, #32						
2020-243	11/4/2020	Valerie Scrabella 168 Old Bolton Road	Partial Re-Roof	\$4,000.00	\$50.00	homeowner
R-3, #40A						
2020-244	11/4/2020	Eric Anderson 17 Kerrington Way	Replace 3 Entry Doors	\$10,000.00	\$100.00	Daniel French 110454/183742
R-9, #76-3						
2020-245	11/4/2020	Scott Cumming 169 South Acton Road	Strip & Re-Roof	\$7,500.00	\$75.00	Shawn Magee 105983/173850
R-31, #60						
2020-246	11/4/2020	Peter Bagdikian 13 Evelyn Road	Insulate Existing House - Blown-In + Extras	\$20,000.00	\$200.00	HomeWorks Energy / Adam Glenn 106148/181138
R-15, #118						
2020-247	11/4/2020	Alice DeLuca 26 Crescent Street	Wood Burning Insert	\$5,182.00	\$50.00	homeowner
U-10, #11						
2020-248	11/6/2020	Eric Peterson 98 Adams Drive	Woodstove Insert	\$5,700.00	\$50.00	Steven Uncourt 099248/155783
R-6, #52						
2020-249	11/6/2020	Pilar Doten 3 McIntosh Drive	Basement & Bath Remodel	\$42,000.00	\$420.00	Joel Soares 105157/159814
R-10, #65A-1						
2020-250	11/16/2020	David Wells 12 Barton Road	Deck Extension w/ Stairs	\$19,625.00	\$200.00	Timothy Cresta 105658/190118
R-24, #23-1						
2020-251	11/16/2020	Thomas Yu 30 Cortland Drive	Finish Basement	\$68,612.00	\$690.00	Peter Monaghan 047809/137943
R-10, #65A-69						
2020-252	11/16/2020	Linda Minkoff 316 Red Acre Road	Remove Mudroom & Add Screen Porch	\$40,000.00	\$400.00	Richard O'Neill 8523/103397
R-31, #34A						



2020-253	44153	Marco Coppola	Garage & 2nd Floor Addition	\$50,000.00	\$500.00	homeowner
R-11, #20		230 Hudson Road	FOUNDATION ONLY			
2020-254	11/18/2020	Aleksey Baykov	Replace Columns in Garage	\$3,500.00	\$50.00	Michael Albert
R-6, #23		143 Kirkland Drive				185258 HIC
2020-255	11/18/2020	Michele Liguori	Replace 3 Skylights	\$4,448.00	\$50.00	Robert Belle
R-18, #21		208 Boxboro Road				98660/154084
2020-256	11/18/2020	David Baird	Demo Deck	\$3,500.00	\$50.00	Jerry Mazzola
U-1, #7		26 Pine Point Road				088937/154869
2020-257	11/18/2020	David Feakes	Main Bath Remodel	\$18,275.00	\$183.00	John Aucoin
R-7, #41A-6		47 Hickory Lane				056469/103093
2020-258	11/18/2020	Daryn Dow	Strip & Re-Roof	\$10,383.00	\$104.00	John Normandie
R-8, #23		151 Taylor Road				061982/181413
2020-259	11/18/2020	Louis Sartori	HVAC Sheetmetal	\$12,000.00	\$120.00	Alexis Hung
		11 Fairway Drive				12540
2020-260	11/18/2020	Ruth Delmonico	Trim Repair - Replace Roof on Barn and Pool House	\$50,000.00	\$500.00	David Monteiro
R-7, #19		309 Taylor Road				073103/127844
2020-261	11/18/2020	David Hartnagel	Remove Bearing Wall	\$11,500.00	\$115.00	Jason Foley
R-17, #16		53 Packard Road				79022/156314
2020-262	11/18/2020	Brendan Lee	Strip & Re-Roof	\$13,000.00	\$130.00	Robert LaBelle
R-24, #22-4		211 Sudbury Road				98666/154084
2020-263	11/18/2020	Kathy Torilli	Replace 22 Windows	\$45,211.00	\$453.00	Jaime Morin
R-9, #24		30 Partridge Lane				90125/170810
2020-264	11/18/2020	David Quinn	Demo Garage & Breezeway,	\$108,980.00	\$1,090.00	Carl Dumas
R-30, #44		129 Red Acre Road	Construct Living Space			042144/113869
2020-265	11/18/2020	James Raffa	HVAC Sheetmetal	\$1,500.00	\$50.00	Jorge's Company
R-10, #64G		23 Arbor Glen Drive				14086

2020-266	11/23/2020	Matthew Harger	8.7 kW Roof Top Solar	\$26,149.50	\$260.00	Robert Tobin / Steven Coldwell
R-29, #32		9 Elaine Ave/				074317/187590
2020-267	11/30/2020	Brian Murphy	12' X 16' Deck & Sliding Glass Door	\$25,076.00	\$251.00	John Aucoin
R-2, #9		203 Hudson Road				056469/103093
2020-268	11/30/2020	J. Melone & Sons, Inc.	35' X 25' Buffer Tank / Alto-Flo Steel Building	\$20,500.00	\$210.00	J. Melone & Sons
R-29, #70		77 White Pond Road				
2020-269	11/30/2020	Jeff Proudfoot	Replace 9 Windows	\$12,965.00	\$130.00	Richard Taglienti
R-6, #59		136 Kirkland Drive				017053/139124
2020-270	11/30/2020	Jonathan Bransfield	Demolish 2 Barns & 1 Dwelling	\$5,000.00	\$50.00	Jonathan Bransfield
R-29, #72-73		63/65 White Pond Road				
2020-271	11/30/2020	Scott Prince	HVAC Sheetmetal	\$20,000.00	\$200.00	Nashoba Air, Inc.
		22 North Shore Drive				166274
			TOTAL:	\$877,736.50	\$8,926.20	



December 16, 2020

Board of Selectmen  
Town of Stow  
380 Great Road  
Stow, MA 01775

**Re: Programming Changes & Municipal Emergency Reporting Procedures**

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about Xfinity TV services. Accordingly, please note the following which is being provided to customers via bill message:

*On December 8, 2020, the following channel changes occurred: Sportsman HD was added to More Sports & Entertainment; Discovery Life HD was added to Digital Preferred; Jewish Broadcasting Service (JBS) HD, CSPAN2 HD and CSPAN3 HD was added to Sports & News and Expanded Basic; and EWTN HD and TBN HD was added to Limited Basic. Channels require HD Technology Fee and X1 TV or compatible customer owned device.*

Also, in our effort to better assist our municipal customers, attached are the emergency reporting procedures for certain outside plant and service problems. Please note the emergency reporting procedure information **IS NOT** for public dissemination

Should you have any questions please do not hesitate to contact me at [Gregory\\_Franks@cable.comcast.com](mailto:Gregory_Franks@cable.comcast.com).

Very truly yours,

*Greg Franks*

Greg Franks, Sr. Manager  
Government Affairs

## **MUNICIPAL - EMERGENCY/TROUBLE REPORTING PROCEDURES**

In the event that any municipal building experiences problems with downed cable drops, signal transport issues with I-NET or Video Return Lines, Public, Education and Government (PEG) Access channels or to have our technical or construction staff on-site during an emergency, please follow the steps detailed below:

### **MUNICIPAL - EMERGENCY/TROUBLE REPORTING PROCEDURES**

*(Please note the XOC telephone number listed below **IS NOT** for public dissemination)*

- **STEP 1** Call **1-877-359-1821** (24/7 – XOC)
- **STEP 2** Select **Option # 1** - Municipalities, Utilities, Police & Fire
- **STEP 3** Prompted for Reason for call:
  - Option # 1 - Down Wires (will be prompted to enter zip code)
  - Option # 2 – Pole hits, pole transfers or all other Municipal Issues
- **STEP 4** Speak with Rep. and **obtain job reference #**

The above steps will put you in touch with our Excellence Operations Center (XOC), 24-hours a day, and seven days a week. **Once again, please note this telephone # IS NOT for public dissemination.**



December 22, 2020

Board of Selectmen  
Town of Stow  
380 Great Road  
Stow, MA 01775



**Re: Regional Sports Networks**

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services.

As you are aware, many sporting events and broadcasts were put on hold this year between April and June due to the pandemic. As we shared in September, we have been working hard to recover the fees regional sports networks charged us during that period to pass back savings to our customers.

We are currently notifying customers in your community of an additional courtesy adjustment related to these fees. This adjustment reflects what has been committed to us by the regional sports networks in your area. We will continue to work to recover additional funds where possible and we stay committed to giving our customers 100% of what we receive.

For more information, visit [www.xfinity.com/sportsadjustments](http://www.xfinity.com/sportsadjustments) however should you have additional questions, please do not hesitate to contact me at [Gregory\\_Franks@cable.comcast.com](mailto:Gregory_Franks@cable.comcast.com).

Very truly yours,

*Greg Franks*

Greg Franks, Sr. Manager  
Government Affairs

**Phoebe Haberkorn**

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**From:** Connors, Niall S [niall.s.connors@verizon.com]  
**Sent:** Tuesday, December 29, 2020 4:53 PM  
**To:** undisclosed-recipients:  
**Subject:** Verizon Fios TV - LFA Notification -- Hearst Television  
**Attachments:** Customer Notice\_Hearst Television.pdf

Dear Municipal Official:

This is to inform you that we are negotiating with Hearst Television to reach a new content agreement. There is a chance that Hearst Television may go dark effective December 31, 2020 at midnight. This programming will be removed from the Fios<sup>®</sup> TV channel lineup if we are unable to reach a new agreement. For a full list of channels affected, go to [verizon.com/hearst](https://www.verizon.com/hearst) to learn more.

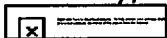
Verizon began notifying subscribers of this possibility through the Fios<sup>®</sup> TV Message Center on or around December 29, 2020. A sample customer notice is attached.

We're working hard to come to a fair agreement with Hearst Television before our current agreement expires on December 31, 2020. We hope that Hearst Television will not remove its channels from our channel lineup.

Access to the Fios<sup>®</sup> TV channel lineup is available 24/7 online at [verizon.com/fiostvchannels](https://www.verizon.com/fiostvchannels).

We realize that our customers have other alternatives for entertainment and our goal is to offer the best choice and value in the industry. Verizon appreciates the opportunity to conduct business in your community. Should you or your staff have any questions, please contact me.

Sincerely,



**Niall Connors**

Franchise Service Manager  
Fios Video Franchising  
Verizon Consumer Group

O 857 415 5123  
M 781 715 7058  
6 Bowdoin Square  
Floor 10  
Boston, MA 02114

**Phoebe Haberkorn**

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**From:** Connors, Niall S [niall.s.connors@verizon.com]  
**Sent:** Friday, January 01, 2021 9:16 AM  
**To:** undisclosed-recipients:  
**Subject:** Verizon Fios TV - LFA Notification - MGM HD - Contract Expired  
**Attachments:** Customer Notice\_MGM HD.pdf

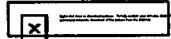
Dear Municipal Official:

This is to inform you that we have been unable to reach an agreement with MGM HD at this time. Our contract with MGM HD expired on December 31, 2020, and effective January 1, 2021, MGM HD was removed from the Fios® TV channel lineup. Verizon began notifying subscribers through the Fios® TV Message Center on or around January 1, 2021. A sample customer notice is attached.

Access to the Fios® TV channel lineup is available 24/7 online at [verizon.com/fiostvchannels](https://www.verizon.com/fiostvchannels).

We realize that our customers have other alternatives for entertainment and our goal is to offer the best choice and value in the industry. Verizon appreciates the opportunity to conduct business in your community. Should you or your staff have any questions, please contact me.

Sincerely,



**Niall Connors**

Franchise Service Manager  
Fios Video Franchising  
Verizon Consumer Group

O 857 415 5123  
M 781 715 7058  
6 Bowdoin Square  
Floor 10  
Boston, MA 02114