

AGENDA
BOARD OF SELECTMEN
February 9, 2021
7:00 p.m.
Town Building & Zoom

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 Order imposing strict limitation on the number of people that may gather in one place. This meeting of the Board of Selectmen will take place without any public present, but we will make every effort to ensure the public can adequately access the non-executive session proceedings in real time via Zoom.

Join Zoom Meeting

<https://zoom.us/j/99115047606?pwd=ZzhLYitBck5GalZWUkNvMGsvRlg5QT09>

Meeting ID: 991 1504 7606

Passcode: 515529

1. Public input
2. Chairman's comments
3. Appointments:
 - Appointment of Office Luke DeZago to the position of Police Prosecutor
 - Promotion of Darren Thraen to the position of Police Lieutenant
4. Discussion and Possible Vote
 - Lighting for Autism Awareness Month (April) – Kevin Whalen
 - Approve Board of Selectmen 2020 Annual Report
 - Discussion of Covenant for Plantation Apartments/Stow Elderly Housing Corporation – Mark Jones, ZBA Chair
 - Authorize deficit spending of the FY 2021 Snow and Ice Account, pursuant to MGL Chapter 44, section 31D
5. Town Administrator Report & Overview of Preliminary FY-2022 Budget
6. Liaison reports
7. Meeting minutes
 - Minutes from January 26, 2021
 - Executive Session Minutes from January 26, 2021
8. Correspondence
9. Adjournment

Posted Thursday, 2/4/2021
4:45pm

APPOINTMENTS



Town of Stow
POLICE DEPARTMENT
305 Great Road
Stow, Massachusetts 01775

(978) 897-4545
FAX (978) 897-3692

Michael Sallese
Chief of Police

January 28, 2021

Denise M. Dembkoski, Town Administrator
Town of Stow
380 Great Road
Stow, MA 01775

RE: Letter for Appointment for Police Prosecutor

As you are aware Officer Sean Collins has resigned from his appointed title and responsibilities of Police Prosecutor which he was appointed on August 1, 2019 by the Selectboard. His resignation to this position was accepted by me on January 26, 2021. This assignment is an important role which connects our department to the court system, victims, and attorneys in our cases.

Currently I have assigned Officer Luke Dezago to this position. Come this April of 2021, Luke will be entering into his seventh year of service as a full time police officer for the Town of Stow. On May 27th, 2020, I assigned Luke to the position of Assistant Prosecutor where he was then able to build and foster relationship with the Concord District Court, its members, and other outside agencies that mutually work with the court system and our police department such as the Adult and Juvenile Court Diversion Program, Advocates, and others. During his time as Assistant Prosecutor he was trained, mentored and guided by me and the then Prosecutor Collins. Shortly after taking the Assistant Prosecutor position, Luke was thrust into the position of interim full time prosecutor for the Town of Stow in prosecutor Collins absence. He has continued in this position as interim full time prosecutor through present.

During his time he was conducting and completing all work there assigned of the Full Time Prosecutor for the Town of Stow. Luke took it upon himself to organize and innovating an older system to meet the current needs of our department, community, and court system. He has received praise from the Clerk Magistrate of the Concord District Court, and has been welcomed into their court "family".

I am requesting Luke Dezago be appointed to the position of Police Prosecutor by the Selectboard. As stated over the past several months he has demonstrated initiative in taking over the position. He has shown me that he has the ability to assess and work independently. He has taken the opportunity to re-vamp the process so that our files are more up to date and accurate than before. He will bring a fresh and professional approach to the position.

I have attached Luke's resume for your review.

Respectfully Submitted,

Michael Sallese
Chief of Police

Luke A. DeZago Education

Westfield State University

Undergraduate Student

- Bachelors of Science, Criminal Justice • Minors: Psychology, Art • GPA: 3.635 / 4.0 • Magna Cum Laude • Dean's List 6 / 8 Semesters

Westfield MA

September 2009 – May 2013

University of Massachusetts Lowell

Graduate Student

- Masters Degree, Criminal Justice • Graduate Certificate in Leadership & Policy Development

Lowell MA

January 2021 – Present

Professional Experience

Stow Police Department

Full-Time Police Officer / Assistant Prosecutor

- Swiftly provided medical attention for victims of accidents and crime
- Pursued every opportunity for growth and knowledge in my occupation
- Upheld and maintained laws set forth by the Commonwealth Of Massachusetts
- Engaged myself in the community of both my town and surrounding jurisdictions
- Effectively and efficiently worked with all members of my department and community
- Provided clear and concise instruction to members of an investigation and all those involved
- Prepared study guides and information booklets for various incidents an officer may encounter
- Participated in specialized trainings and in-services to further my education as well as gain certifications
- Engage with court officials, defense attorneys, district attorneys, and outside agencies / services on judicial matters
- Prepare and submit all court documents, paperwork, and legal matters to court system and needed outside agencies

Stow MA

April 2015 - Present

Hubbardston Police Department

Full-Time Police Officer

- *See Stow Police Department Description*

Hubbardston MA

June 2014 – April 2015

Worcester Police Department

Full-Time Police Academy Cadet

- Worcester Police Academy (Full Time – 25 week Municipal Police Training Council certified)
- Recipient of The Outstanding Academic Achievement Award for graduating first in academy class with a GPA of 98.05 / 100

Worcester MA

October 2013 – April 2014

Internship

- Participated in undercover sting operations
- Photographed victims to document injuries for police reports
- Trained with the K-9 Unit, reinforcing drug tracking with the dogs
- Investigated crime scenes including rapes and break-ins to determine points of entry
- Trained a member of the Crime Scene Unit on Photoshop for creating and editing official images
- Aided victims of crime by providing emotional support and collecting information to assist in resolving crime
- Assisted in drug busts by conducting surveillance, recording transactions and performing property searches
- Patrolled grounds of DCU Center post-concert to perform crowd control, confiscate contraband, and search vehicles for drugs
- Accumulated experience gathering blood samples, diagnosing rape scenes, and dusting for finger prints to acquire evidence for use in court proceedings

May 2012 – August 2012

Leadership Experience

Westfield State University

Orientation leader

- Presentable, prepared, and timely for every session conducted within the program
- Established orientation schedule for over 100 students that focused on the priorities and goals of the program
- Developed community and bonds whilst safely and successfully orienting new parents and students into Westfield State University
- Effectively adapted to unforeseen dilemmas and incidents whilst working efficiently and effectively with groups of up to 60 members

Westfield MA

June 2010 – December 2010

Residential Assistant

- Counseled and educated students with serious criminal concerns including rape, drug addiction, and alcohol abuse
- Educated students on professional etiquette, conflict resolution, peer mediation, safety tips, and procedures for life in college
- Enforced and upheld University student conduct regulations for the entire campus writing detailed reports for judicial use and sanctioning
- Attended professional development seminars on suicide prevention, diversity training, counseling techniques and handling sensitive matters

August 2010 – May 2012

Athletics Department Intramural Board

- Supervised 10 student staff and addressed performance issues. Overseeing and ensure compliance with rules and regulations
- Facilitated group meetings encouraging the generation of new ideas, reviewing rule changes, addressing sportsmanship issues and codes of conduct

January 2013 – May 2013

Intramural Athletics - [Flag Football, Volleyball, Softball, Ultimate Frisbee, Etc.]

September 2009 – May 2013

Varsity Football

August 2009 – November 2011

Luke A. DeZago

Certifications / Trainings

License to Carry Class A – No Restrictions	November 2013
CPR (Cardiopulmonary Resuscitation)	February 2014
N.A.E.M.T (National Association of Emergency Medical Technicians)	March 2014
CJIS & NCIC (Criminal Justice Information Services & National Crime Info Center)	April 2014
F.E.M.A (Federal Emergency Management Agencies) ICS-100&IS.0700.a	April 2014
Basic Training Course for Police Officers (Worcester Police Academy)	April 2014
TASER (Conducted Electrical Weapon Model X26/P)	June 2014
A.R.I.D.E (Advanced Roadside Impairment Driving Enforcement)	December 2014
Police Interactions W/ Persons W/ Mental Illness	February 2015
M.P.I (Municipal Police Institute) Human Trafficking	February 2015
M.P.I (Municipal Police Institute) Legal Updates 2014-15	February 2015
Naloxone (Certified to Administer Naloxone)	February 2015
M.P.I (Municipal Police Institute) Bullying, Suicide and the Police	February 2015
M.P.I (Municipal Police Institute) Reducing Excessive Force Claims	March 2015
M.P.I (Municipal Police Institute) Officer Safety Roadway Stops & Details	March 2015
Reducing Police Vehicle Collisions	March 2015
Safe Vehicle Operations in Inclement Weather	March 2015
Suicide Prevention Instructor	March 2015
Public Safety Tele-communicator 1, 6 th Edition	July 2015
Vista Palace Dispatch Certification	August 2015
DVSN / DVVAP (Domestic Violence Network / Advocate) Training *40Hour	October 2015
Street Crimes Training (Pat McCarthy)	November 2015
Massachusetts Environmental Police Boater Safety Course	June 2016
SCHEFT's Complete Domestic Violence response	October 2016
L.E.A.D.S+T (Law Enforcement Active De-escalation Strategies Plus Tactical Options)	November 2016
Powerphones's Non-Emergency Call Handling	May 2017
Powerphones's Stress Identification and Management	November 2017
SCHEFT's Law Enforcement Liability Training	February 2018
Department of Fire Services Homemade Explosives & Post Blast Training	February 2018
Powerphone's Hostage Negotiations	March 2018
Interview & Interrogation with Forensic Statement Analysis	August 2019
Firearms Legal Update	October 2019
Powerphone's Disasters and the Dispatcher	January 2020
National Cyber Crime Conference	July 2020
M.P.I (Municipal Police Institute) Communication & De-escalation	November 2020
MPTC – Fair & Implicit Policing for Patrol Officers & Supervisors Course	November 2020



**Town of Stow
POLICE DEPARTMENT**

305 Great Road
Stow, Massachusetts 01775

(978) 897-4545
FAX (978) 897-3692

Michael Sallese
Chief of Police

February 3, 2021

Denise M. Dembkoski, Town Administrator
Town of Stow
380 Great Road
Stow, MA 01775

RE: Letter for Appointment for Police Lieutenant

As you are aware with the recent movement within the Stow Police Department there are gaps in supervisor and roles and responsibilities. One of these gaps is with the position of the Lieutenant. Since the sudden departure of the former Chief, Sgt. Darren Thraen has shown the department how he can lead and supervise.

The Lieutenant is the executive officer of the department who is outside of the union. This position has many roles including active patrol and response to calls for service. The Lieutenant is responsible for completing internal affairs complaints and overseeing the operations of the department. The Lieutenant is also the next in charge from the Chief and one of the many responsibilities is ensuring the rules and regulations from the Chief are carried out, and have the authority of Chief during their absence. Even more now than ever the role of the Lieutenant has been expanded to align the department during the police reform currently going on. Among some of the duties will be to exercise authority over administrative and operational matters as defined or assigned by the Chief of Police. Oversee and direct the planning, implementation, management, and evaluation of public safety and security training as well as accreditation. Establish and implement a culture of training and staff development throughout the department by assessing current training and development needs, enhancing current effective programs, and identifying new and innovative initiatives to ensure high levels of performance. Lead the accreditation team, utilizing current local, state, and national policies and best practices to ensure that Stow personnel are in compliance with applicable accreditation and compliance standards Possess a demonstrated commitment to providing leadership in building equitable, diverse, and inclusive environments across the department and the Town of Stow

Sgt. Thraen has been with the Town of Stow since 1991 starting as a Stow Police Dispatcher, moving up to Patrol Officer/ DARE Officer, then being promoted to the rank of Sergeant. As the Senior Sergeant, Darren has been responsible for coordinating training, scheduling, fleet maintenance, State Equipment certification. He acted as Acting Police Chief after Chief Marino resignation April-May 2020, he supervises seven patrol officers, prepare work schedules, assign patrol shifts and road detail work assignments, train staff in proper police procedure, prepare, review and approve written police reports, involved in hiring process for new employees, assist

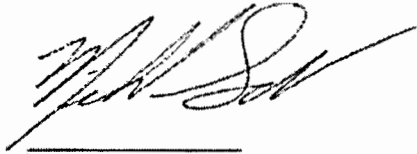
with department payroll, Domestic Violence Services Network liaison for Stow Police Department, Member of Central Middlesex Assessment for Safety Team.

Sgt. Thraen has also been assigned to investigate internal complaints against officers and has applied our policies and procedures to those complaints. I have also assigned Sgt. Thraen to start the certification and accreditation process.

I am requesting Darren Thraen be appointed to the position of Lieutenant by the Selectboard. Over the past year Darren has been an indispensable ally to the department. He has been a stable, and constant role model to other employees during our year of transition. Darren has the respect of the department members and will be a great asset in filling this much needed position.

I have attached Darren's resume and the Lieutenant's job description for your review.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Michael Salles", written over a horizontal line.

Michael Salles
Chief of Police

Darren Thraen

Objective

Police Sergeant who possesses a high level of Integrity, strong work ethic, seeking the position of Lieutenant in the Town of Stow to enhance my professional, management and interpersonal skills.

Profile

- Over twenty-eight years of law enforcement experience in the Town of Stow
- Leader with proven ability to remain calm in high pressure situations
- Excellent at solving problems independently while accepting advise from peers and supervisors
- Outstanding written and verbal communication skills
- Experienced at guiding and influencing others to maintain law and order
- Skilled at resolving conflicts and diffusing hostility
- Ehtisham for working in this community
- Demonstrates ability to use discretion wisely and make positive impressions in the community

Experience

Police Sergeant, Town of Stow, MA 2012 to present

Veteran police sergeant with over 9 years of supervisory experience devoted to the Town of Stow. Motivated leader with strong organizational skills. Manage tasks and assignments with accuracy and efficiency. Excellent communication and management skills, proactive and organized with passionate commitment to community policing.

- Acted as Acting Police Chief after Chief Marino resignation April-May 2020
- Supervise seven patrols officers
- Prepare work schedules, assign patrol shifts and road detail work assignments
- Train staff in proper police procedure
- Prepare, review and approve written police reports
- Involved in hiring process for new employees
- Assist with department payroll
- Oversee maintenance for police station, cruisers, police boat and ATV
- Massachusetts Instant Record Check Systems (MIRCS) Issue MA license to carry firearms
- Domestic Violence Services Network liaison for Stow Police Department
- Member of Central Middlesex Assessment for Safety Team

Police Officer, Town of Stow, MA 1993-2012

Patrol the Town of Stow and respond to dispatched calls to enforce laws and ensure public safety. Enforce vehicle operation, parking laws and to direct traffic. Answer calls involving fires, medical emergencies, accidents and various misdemeanors and felonies. Make arrests and issue citations. Gather information as a responding officer on criminal calls, prepare relevant reports to pass onto the detectives and assist in detective case preparation. Complete detailed reports of incidents, arrests and accidents. Testify in court, attend training sessions.

- D.A.R.E. Officer for fifth and eighth grade students. Educate students on health effects of drugs, alcohol and tobacco.
- Council on Aging liaison for the police department. A resource of information to provide support to Stow's elder population. Helping the senior's stay safe in the community.
- Commendation for my contribution in the Delaney Wildlife Area rescue, 2011
- Leader of successful multi-departmental search for a suicidal Stow youth, 2011
- Nominated for the prestigious "George L. Hanna" Award for Bravery for my contribution in rescuing a pilot from a burning plane at Minuteman Airport, 2001
- Commendation for my efforts in the arrest of a suspect of the ET&L B&E, 1999
- Physical Fitness Award, Massachusetts Criminal Justice Training Council, 1993
- Police Academy class rank 3rd/48. Massachusetts Criminal Justice Training council, 1993

Dispatcher, Town of Stow, MA 1991-1993

Dispatcher for the police and fire departments. Dispatch police and fire apparatus in emergency. Accomplished problem solver with excellent listening and communication skills with advanced knowledge of in-house computer systems.

- Receive emergency and non-emergency calls including 911 calls from the public
- Process and evaluate information received, prioritizes calls.
- Utilize technology such as computers, radio systems, telephones fax machines and other communication equipment.
- Knowledge of geography for the Town of Stow and surrounding communities.

Education

Northeastern University, Boston, Massachusetts 1996
Bachelor of Science- Criminal Justice

Massachusetts Criminal Justice Training Council, Needham, Massachusetts 1993
Academy Certified Police Officer

Normandale Community College, Bloomington, Minnesota 1983
Associates Degree- Applied Science in Law Enforcement



Town of Stow
POLICE DEPARTMENT
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Michael Sallèse
Chief of Police

Police Lieutenant – Job Description

A. GENERAL DUTIES AND RESPONSIBILITIES

1. Ensure compliance with all laws, which the department or its officers have authority to enforce.
2. Assist the Chief of Police in organizing, directing and controlling all resources of the department to preserve the peace, protect persons and property and ensure compliance with all the laws of the Commonwealth.
3. Participate or direct daily duties (Staff, Patrol & Support) to be performed by officers and non-sworn employees as defined by the order of the Chief of Police.
4. Have the authority to assign, detail or transfer any member or employee of the department to or from any unit or assignment whenever he shall deem such action to be in the best interest of efficiency, discipline or morale of the department subject to the approval of the Chief of Police.
5. Appointed In-Command of the Stow Police Department during absences of the Chief of Police.
6. Have authority to promulgate directives of the department and issue on his own authority - orders, written or oral, not inconsistent with his powers, duties and responsibilities.
7. Have authority to plan, execute, and modify police programs designed to prevent and repress crime, to apprehend and prosecute offenders and to recover property.

8. Conduct all internal affairs investigations of departmental personnel, and report the results of said investigations to the Chief of Police.
9. Be responsible for planning and coordinating agency responses to unusual occurrences and special operations with the approval of the Chief of Police.
10. Conduct an annual analysis of incidents of force used by personnel of this department, which shall be forwarded to the Chief of Police.
11. The Lieutenant/ Executive Officer shall be responsible for public information functions. These duties and responsibilities may include but are not limited to:
 - a. Coordinating and controlling activities involving the news media;
 - b. Preparing and disseminating information to the community, the media and other criminal justice agencies;
 - c. Being available at major crime scenes, special events and unusual occurrences;
 - d. Coordinating and authorizing the release of information about victims, witnesses and suspects;
 - e. Coordinating and authorizing the release of information concerning confidential agency investigations and operations, and,
 - f. To act as department spokesman as required.
12. To exercise authority over administrative and operational matters as defined or assigned by the Chief of Police.
13. Oversee and direct the planning, implementation, management, and evaluation of public safety and security training as well as accreditation
14. Establish and implement a culture of training and staff development throughout the department by assessing current training and development needs, enhancing current effective programs, and identifying new and innovative initiatives to ensure high levels of performance

15. Lead the accreditation team, utilizing current local, state, and national policies and best practices to ensure that Stow personnel are in compliance with applicable accreditation and compliance standards
16. Possess a demonstrated commitment to providing leadership in building equitable, diverse, and inclusive environments across the department and the Town of Stow.

B. SKILLS/EXPERIENCE/TRAINING REQUIRED:

1. Duties require broad knowledge of public and police administration and operations with ten years of progressively responsible related experience, several of which are spent in a supervisory capacity.
2. Thorough knowledge of and the ability to apply principles and practices of short and long term planning, staffing, directing, coordinating, delegating, and reporting in the operation of a municipal police department.
3. Thorough knowledge of police administration, modern police methods and procedures related to patrol, traffic, investigation, and communications.
4. In-depth knowledge of the rules and regulations and policies and procedures of the department, state laws, and town by-laws.
5. Considerable knowledge of the jurisdiction and nature of other local law enforcement agencies.
6. Ability to command the operations of personnel and equipment effectively and with good judgment under life threatening and other major emergency situations.
7. Ability to effectively communicate verbally and in writing to a variety of constituencies and to foster and promote harmonious relationships.

C. SUPERVISORY RESPONSIBILITY:

1. Responsible for a staff consisting of sergeants, patrol officers, reserve police officers, dispatchers, detainee watch personnel and animal control officer.

D. WORKING CONDITIONS AND PHYSICAL DEMANDS:

1. Frequent periods are spent in non-office environments at a variety of locations within the town.

2. Regular periods spent outside requiring exposure to weather conditions.
3. Frequent periods spent standing or walking with an occasional requirement to climb or sustain uncomfortable physical positions.
4. Travel by vehicle within the town and to out of town locations is required.
5. Ability to work effectively and efficiently under conditions involving high stress levels and life threatening situations.

The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties

"External and internal applicants, as well as position incumbents who become disabled, as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.

**DISCUSSION &
POSSIBLE VOTE**

AP 28-82 AM 10:15 073RE **10:00

BK 14739 P6032

20/10

APPROVAL WITH COVENANT CONTRACT

Know all men by these presents that whereas the undersigned Stow Elderly Housing Corp., a duly organized Massachusetts non-profit corporation, with a usual place of business at 284 Red Acre Road, Stow, Massachusetts (hereafter "SEHC") submitted for approval to the Stow Board of Appeals (acting behalf of the Stow Planning Board pursuant to M.C.L. c.4 Section 20-23) a definitive plan of a certain subdivision entitled "Plantation Apartments" dated September 16, 1982, has requested the Board of Appeals to approve such plan pursuant to a Decision of the Board to grant the SEHC a Comprehensive Permit dated May 5, 1982, a copy of which is recorded hereon (hereafter the "Decision"); and

WHEREAS, said Decision of the Board of Appeals requires SEHC to covenant with the Town of Stow, acting through its Board of Selectmen, to comply with certain obligations with regard to the subdivision shown on the aforementioned definitive subdivision plan and set forth in said Decision;

NOW THEREFORE, in consideration of the Stow Board of Appeals approving said plan to be recorded herewith, and in consideration of the waiver by said Board of Appeals of a bond or other security for the construction of ways or other services and improvements required by the Decision, the SEHC, its successors and assigns, covenants and agrees with the Town of Stow, acting and through its Board of Selectmen, as follows:

1. That SEHC shall construct, maintain and repair a system of drainage shown on the foregoing plan located within the subdivision portrayed on such plan, in accordance with said Decision.

2. That SEHC shall maintain the roadway shown on the foregoing plan located within the subdivision portrayed on such plan, including snowplowing, repair work and screening as required in said Decision.

3. That SEHC shall construct the roadway shown on the foregoing plan and install utilities therein in the manner shown on such plan and set forth in said Decision.

4. That SEHC shall install and maintain a 5,000 gallon tank and dry hydrant in good repair as required by the Decision.

5. That Lots 1, 2 and C as shown on such plan shall

9-30
SEE PLAN IN RECORD BOOK - 14739 P 007

6. That no buildings shall be constructed on said lots except as provided for in said Decision and the plans.

7. That no building will be occupied or occupancy permit requested or issued until the construction of said roadway and utilities has been completed, inspected and approved in accordance with the usual procedures for subdivision roads and as set forth in said Decision. This provision may be released in whole or in part by the Board of Selectmen in the event that SEHC provides security adequate in form and amount under M.G.L. c.41, s.81U, and sufficient to secure the construction of said subdivision improvements.

8. That "no parking" signs notifying violators that they will be towed will be erected and maintained along the entire course of the roadway, and that such restriction will be enforced.

9. That the roadway is not being constructed in accordance with the usual requirements for a subdivision in the Town of Stow, and it is understood and agreed that the Town is in no way obligated to accept the way as a public way, and is in fact prohibited from doing so under the present General By-Laws of the Town, nor is any Board hereby recommending the way for acceptance as constructed.

10. That all roadways, walkways and parking areas shall be kept free from any obstructions or barriers (other than those temporary in nature erected for safety reasons) in order to allow access by fire and emergency vehicles to all buildings.

11. That all other terms and conditions of said Decision shall be considered a part of this covenant and enforceable hereunder as if more fully set forth herein.

12. That access over the right-of-way from Great Road is legally in full force and effect, and exists over Lots 1, 2 and C shown on said definitive plan to which SEHC has or is acquiring title in fee simple.

This agreement shall be binding upon the executors, administrators, devisees, heirs, successors and assigns of the undersigned, and shall operate as a restriction on said land.

It is the intention of the undersigned and it is hereby understood and agreed that this contract shall constitute a

BK 14739 P6034

Daniel P. O'Brien, Jr., the lots included in the aforesaid subdivision, and that there are no mortgages of record or otherwise on any of said land which shall constitute a lien superior to the restriction imposed by this covenant. This Covenant shall not be recorded until title in fee simple to Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 has been taken by SEHC. This Covenant shall be recorded prior to any mortgage granted in connection with such transfer.

It is understood and agreed that remedies at law are adequate for the enforcement of these provisions, and that the Stow Board of Selectmen, acting by and through its Board of Selectmen, may grant temporary or permanent equitable relief without a showing of immediate or irreparable harm in order to enforce any of the provisions.

Nothing herein shall be deemed to prohibit a mortgage on the land shown on said definitive plan in accordance with the provisions of the Subdivision Control Law, M.G.L. c.41, s.81U.

IN WITNESS WHEREOF the undersigned SEHC does hereunto set its hand and seal this 16th day of September, 1982.

STOW ELDERLY HOUSING CORP.

By:

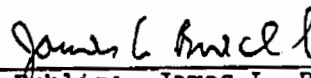

J. Bruce Ayer, its President
284 Red Acre Road, Stow, MA

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

September 16, 1982

Then personally appeared the above-named J. Bruce Ayer, being the President of the Stow Elderly Housing Corporation and acknowledged the foregoing instrument to be the free act and deed of the Stow Elderly Housing Corp., before me


Notary Public: James L. Bruce
My Commission Expires 1/20/89

SUCCESSOR COVENANT – PLANTATION I APARTMENTS

Whereas, the Stow Zoning Board of Appeals approved the 50-unit affordable housing project “Plantation Apartments” (“Plantation I Apartments”) through a Comprehensive Permit granted to the Stow Elderly Housing Corporation (“SEHC”) and recorded in the Middlesex Registry of Deeds at Book 14739, Page 11 (the “Original Plantation I Decision”); and

Whereas, in conjunction with the Original Plantation I Decision, an “Approval with Covenant Contract” was entered into by SEHC and the Town of Stow, by and through its Board of Selectmen and recorded in the Middlesex Registry of Deeds at Book 14739, Page 32 (the “Original Covenant”); and

Whereas, the Original Covenant addressed through conditions certain matters of public health and safety relating to the Plantation I project and access thereto; and

Whereas, the Plantation I project was constructed on property off of Great Road, accessed through Johnston Way, and continues to be inhabited; and

Whereas, on January 11, 2019, the Zoning Board of Appeals granted SEHC a Comprehensive Permit for construction of an additional 37 units of affordable housing, in part on land covered by the Original Covenant and in part on abutting land, an expansion known as “Plantation II Apartments”, and granted certain modifications to the Original Plantation I Decision;

Whereas, on July 24, 2020, the Zoning Board of Appeals issued a further amended decision for the Plantation I project (the “Amended Plantation I Decision”) and amended decision for the Plantation II project (the “Amended Plantation II Decision”);

Whereas, matters of public health and safety relating to the Plantation I and II projects warrant a Successor Covenant pertaining to the Plantation I project as documented in this Successor Covenant, and a separate Covenant pertaining to the Plantation II project, which are made, in part, in reliance of the findings of the Zoning Board of Appeals in the Amended Plantation I Decision and the Amended Plantation II Decision;

THEREFORE, SEHC, its successors and assigns, covenants and agrees with the Town of Stow, acting by and through its Board of Selectmen, as follows:

1. This Successor Covenant (also referred to herein as this “Covenant”) is binding upon SEHC, Plantation Apartments Limited Partnership, and all other entities owning, constructing, and managing the Plantation I project, including all subject real property, buildings, and infrastructure, which real property is shown on that certain Plan of Land in Stow, Massachusetts prepared by Ducharme & Dillis Civil Design Group, Inc. and dated as of September 23, 2019, and recorded with the Registry as Plan 59 of 2020 as Parcel B-1 and B-3 (the “Land”).
2. The Board of Selectmen, the Assessors Department, Fire Department, and the Planning Department shall be informed in writing of any changes to the ownership and/or management of the Plantation I and/or Plantation II development.
3. In accordance with Paragraph 26 of the Amended Plantation I Decision, the owner of the Plantation I project and the owner of the Plantation II project shall enter into contractual

agreement(s), acceptable in form to Town Counsel and naming the Town of Stow as a beneficiary, whereby each accepts joint and several responsibility and liability for the performance and cost of: the maintenance and snow clearance for the shared portion of Johnston Way; the maintenance of the fire protection water cisterns; compliance with all maintenance and regulatory requirements for the sewer treatment facility shared by the Plantation I project and Plantation II project. Upon execution, such contractual agreement shall be provided to the Zoning Board of Appeal and to the Board of Selectmen of the Town of Stow.

4. In accordance with Paragraph 26 of the Amended Plantation I Decision, the owner of the Plantation I project and the owner of the Plantation II project shall execute and record permanent easements, in forms satisfactory to Town Counsel, consistent with the installation, operation, and maintenance of all utilities as follows: an easement granted by the owners of Plantation I to the owners of Plantation II allowing the installation, operation, and maintenance of water service equipment within and across the Plantation I locus connecting the Plantation II well to the Plantation II project; an easement granted by the owners of Plantation II to the owners of Plantation I allowing the installation, operation, and maintenance of all elements of the shared wastewater treatment facility location on the Plantation I locus; and easements in Johnston Way allowing Plantation II to improve and use Johnston Way for passage to and from the Plantation II project, and for the installation, maintenance, and repair of utilities serving the Plantation II project.
5. Pursuant to Paragraph 19F of the Amended Plantation I Decision, the owner of the Plantation I project and Plantation II project shall also enter into an Operations and Maintenance Plan ("O & M Plan"). The O & M Plan shall address, with respect to Plantation I and Plantation II, at a minimum: stormwater management; wastewater treatment and disposal; Johnston Way and the access driveway from Johnston Way to the Plantation II site; landscaping; cisterns; and other project infrastructure. The owners of Plantation I and II shall have joint and several responsibility for maintenance and repair of common facilities.
 - a. The O & M plan shall specifically provide, with respect to maintenance of the Stormwater Management System, to include but not limited to:
 - i. Yearly clearing of infiltration basin of unwanted growth and silting;
 - ii. Clearing of debris from catch basins;
 - iii. Maintenance as required of any check dams along Johnson Way.
 - b. The O & M plan shall specifically provide, with respect to Johnston Way and the access driveway to the Plantation II:
 - i. Maintenance and repair of roadway surface, roadway markings, and signage
 - ii. Snowplowing
 - c. Cisterns. In accordance with Paragraph 28 of the Amended Plantation I Decision, the owners of Plantation I and Plantation II are jointly and severally responsible for the maintenance, repair, and sustained operation of all cisterns on the Plantation I and

Plantation II sites, including both existing and to be constructed. Such maintenance shall include:

- i. All fittings shall be regularly inspected, maintained and repaired, subject to any requirements of, and compatibility with Fire Department specifications.
 - ii. The Stow Fire Department shall have access to fill the cistern.
 - iii. Clearance of the area around the cistern shall be maintained to ensure access by the Stow Fire Department. This includes removal of snow.
 - iv. Any maintenance actions required limiting access to the water in the cistern shall be coordinated with the Stow Fire Department and completed within a time negotiated with the Stow Fire Department.
6. **Wastewater Treatment Facility.** In accordance with Paragraphs 29 and 32 of the Amended Plantation I Decision, the owners of Plantation I and Plantation II are jointly and severally responsible for operation and maintenance of the wastewater treatment facility to be constructed for service to both projects. All maintenance and testing program reports shall be copied to the Stow Board of Health.
 7. **Decommissioning of existing septic system serving Plantation I.** In accordance with Paragraph 31 of the Amended Plantation I Decision, prior to the issuance of any occupancy permit for Plantation II, SEHC shall provide documentation to the Planning Department as agent for the Zoning Board of Appeals, and to the Stow Board of Health, that the existing septic system has been decommissioned pursuant to the requirements and standards of the Massachusetts Department of Environmental Protection.
 8. **Other Common Facilities.** In accordance with Paragraph 31 of the Amended Plantation I Decision, the owners of Plantation I and Plantation II are jointly and severally responsible for maintenance and repairs to all other common facilities and common areas serving both projects, to be constructed in conjunction with the Amended Plantation I Decision, including but not limited to access roads and driveways, utilities, and signs.
 9. All roadways, walkways and parking areas in the Plantation I project shall be kept free of any obstructions or barriers (other than those temporary in nature installed for purposes of safety) in order to allow access by fire and emergency vehicles to all buildings.
 10. The Town shall at no time be responsible for the maintenance of, or repairs to any part of the Plantation I project, or to the way(s) and easement areas serving the project; or any infrastructure or utilities associated with the project.
 11. **Johnston Way.** In accordance with Paragraph 21 of the Amended Plantation I Decision, the owners of Plantation I and II shall bear and have joint and several responsibilities and obligations for the repair, maintenance, reconstruction and snowplowing so as to provide continuous year-round access for vehicle traffic for the convenience of owners of the lots, and to provide continuous year-round access for all emergency, fire, rescue, police, moving, construction and maintenance vehicles.

12. In accordance with Paragraph 22 of the Amended Plantation I Decision, Johnston Way shall not be presented to Town Meeting for acceptance as a public way.
13. Any damage to Great Road at the entrance to Johnston Way caused by construction vehicles and/or activity relating to project construction shall be repaired by SEHC. If such damage is not repaired, the Town shall repair the damage with costs to SEHC.
14. All terms and conditions of the Amended Plantation I Decision shall be considered a part of this Covenant and enforceable hereunder as if more fully set forth herein.
15. In the event of conflict between the Amended Plantation I Decision and this Covenant, the Amended Plantation I Decision shall prevail.
16. This Covenant shall be binding on the executors, administrators, devisees, heirs, successors and assigns of the undersigned and all successors in interest, and shall operate as a restriction on land. This Covenant may only be amended by writing executed by the Board of Selectmen and the undersigned entities or their successors in interest.
17. It is the intention of the undersigned and it is hereby understood and agreed that this contract shall constitute a covenant running with the Land subject to the Amended Plantation I Decision and the Amended Plantation II Decision.
18. Notwithstanding any other provision herein, the terms herein are enforceable by the Town separately and independently of all rights of enforcement with respect to the Amended Plantation I Decision and the Amended Plantation II Decision.
19. The Original Covenant, is replaced in its entirety by this Covenant and in all events, the Original Covenant shall have no further force or effect.
20. It is understood and agreed that remedies at law are inadequate for the enforcement of these provisions, and that the Town of Stow, by and through its Board of Selectmen, may seek temporary or permanent equitable relief without a showing of immediate or irreparable harm in order to enforce any of these provisions.
21. This Covenant may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

THE TOWN OF STOW RECORD OF VOTE

The following members of the Select Board vote to adopt this Successor Covenant Contract:

COVENANT – PLANTATION II APARTMENTS

Whereas, the Stow Zoning Board of Appeals approved the 50-unit affordable housing project “Plantation Apartments” (“Plantation I Apartments”) through a Comprehensive Permit granted to the Stow Elderly Housing Corporation (“SEHC”) and recorded in the Middlesex Registry of Deeds at Book 14739, Page 11 (the “Original Plantation I Decision”); and

Whereas, in conjunction with the Original Plantation I Decision, an “Approval with Covenant Contract” was entered into by SEHC and the Town of Stow, by and through its Board of Selectmen and recorded in the Middlesex Registry of Deeds at Book 14739, Page 32 (the “Original Covenant”); and

Whereas, the Original Covenant addressed through conditions certain matters of public health and safety relating to the Plantation I project and access thereto; and

Whereas, the Plantation I project was constructed on property off of Great Road, accessed through Johnston Way, and continues to be inhabited; and

Whereas, on January 11, 2019, the Zoning Board of Appeals granted SEHC a Comprehensive Permit for construction of an additional 37 units of affordable housing, in part on land covered by the Original Covenant and in part on abutting land, an expansion known as “Plantation II Apartments”, and granted certain modifications to the Original Plantation I Decision;

Whereas, on July 24, 2020, the Zoning Board of Appeals issued a further amended decision for the Plantation I project (the “Amended Plantation I Decision”) and amended decision for the Plantation II project (the “Amended Plantation II Decision”);

Whereas, matters of public health and safety relating to the Plantation I and II projects warrant a separate Successor Covenant pertaining to the Plantation I project, and this new Covenant pertaining to the Plantation II project, which are made, in part, in reliance of the findings of the Zoning Board of Appeals in the Amended Plantation I Decision and the Amended Plantation II Decision;

THEREFORE, SEHC, Plantation Apartments II, LLC, and their successors and assigns, covenants and agrees with the Town of Stow, acting by and through its Board of Selectmen, as follows:

1. This Covenant (also referred to herein as “Covenant”) is binding upon SEHC, Plantation Apartments II LLC, and all other entities owning, constructing, and managing the Plantation II project, including all subject real property, buildings, and infrastructure, which real property is shown on that certain Plan of Land in Stow, Massachusetts prepared by Ducharme & Dillis Civil Design Group, Inc. and dated as of September 23, 2019, and recorded with the Registry as Plan 59 of 2020 as Parcel A and A-1 (the “Land”).
2. The Board of Selectmen, the Assessors Department, Fire Department, and the Planning Department shall be informed in writing of any changes to the ownership and/or management of the Plantation I and/or Plantation II development.

3. In accordance with Paragraph 49 of the Amended Plantation II Decision, the owner of the Plantation I project and the owner of the Plantation II project shall enter into contractual agreement(s), acceptable in form to Town Counsel and naming the Town of Stow as a beneficiary, whereby each accepts joint and several responsibility and liability for the performance and cost of: the maintenance and snow clearance for the shared portion of Johnston Way; the maintenance of the fire protection water cisterns; compliance with all maintenance and regulatory requirements for the sewer treatment facility shared by the Plantation I project and Plantation II project. Upon execution, such contractual agreement shall be provided to the Zoning Board of Appeal and to the Board of Selectmen of the Town of Stow.
4. In accordance with Paragraph 49 of the Amended Plantation II Decision, the owner of the Plantation I project and the owner of the Plantation II project shall execute and record permanent easements, in forms satisfactory to Town Counsel, consistent with the installation, operation, and maintenance of all utilities as follows: an easement granted by the owners of Plantation I to the owners of Plantation II allowing the installation, operation, and maintenance of water service equipment within and across the Plantation I locus connecting the Plantation II well to the Plantation II project; an easement granted by the owners of Plantation II to the owners of Plantation I allowing the installation, operation, and maintenance of all elements of the shared wastewater treatment facility location on the Plantation I locus; and easements in Johnston Way allowing Plantation II to improve and use Johnston Way for passage to and from the Plantation II project, and for the installation, maintenance, and repair of utilities serving the Plantation II project.
5. Pursuant to paragraph 39F of the Amended Plantation II Decision, the owner of the Plantation I project and Plantation II project shall also enter into an Operations and Maintenance Plan ("O & M Plan"). The O & M Plan shall address, with respect to Plantation I and Plantation II, at a minimum: stormwater management; wastewater treatment and disposal; Johnston Way and the access driveway from Johnston Way to the Plantation II site; landscaping; cisterns; and other project infrastructure. The owners of Plantation I and II shall have joint and several responsibility for maintenance and repair of common facilities.
 - a. The O & M plan shall specifically provide, with respect to maintenance of the Stormwater Management System, to include but not limited to:
 - i. Yearly clearing of infiltration basin of unwanted growth and silting;
 - ii. Clearing of debris from catch basins;
 - iii. Maintenance as required of any check dams along Johnson Way.
 - b. The O & M plan shall specifically provide, with respect to Johnston Way and the access driveway to the Plantation II:
 - i. Maintenance and repair of roadway surface, roadway markings, and signage
 - ii. Snowplowing

- c. **Cisterns.** In accordance with Paragraph 54 of the Amended Plantation II Decision, the owners of Plantation I and Plantation II are jointly and severally responsible for the maintenance, repair, and sustained operation of all cisterns on the Plantation I and Plantation II sites, including both existing and to be constructed. Such maintenance shall include:
- i. All fittings shall be regularly inspected, maintained and repaired, subject to any requirements of, and compatibility with Fire Department specifications.
 - ii. The Stow Fire Department shall have access to fill the cistern.
 - iii. Clearance of the area around the cistern shall be maintained to ensure access by the Stow Fire Department. This includes removal of snow.
 - iv. Any maintenance actions required limiting access to the water in the cistern shall be coordinated with the Stow Fire Department and completed within a time negotiated with the Stow Fire Department.
6. **Wastewater Treatment Facility.** In accordance with Paragraphs 55 and 58 of the Amended Plantation II Decision, the owners of Plantation I and Plantation II are jointly and severally responsible for operation and maintenance of the wastewater treatment facility to be constructed for service to both projects. All maintenance and testing program reports shall be copied to the Stow Board of Health.
7. **Decommissioning of existing septic system serving Plantation I.** In accordance with Paragraph 57 of the Amended Plantation II Decision, prior to the issuance of any occupancy permit for Plantation II, SEHC shall provide documentation to the Planning Department as agent for the Zoning Board of Appeals, and to the Stow Board of Health, that the existing septic system has been decommissioned pursuant to the requirements and standards of the Massachusetts Department of Environmental Protection.
8. **Other Common Facilities.** In accordance with Paragraph 56 of the Amended Plantation II Decision, the owners of Plantation I and Plantation II are jointly and severally responsible for maintenance and repairs to all other common facilities and common areas serving both projects, to be constructed in conjunction with the Amended Plantation II Decision, including but not limited to access roads and driveways, utilities, and signs.
9. All roadways, walkways and parking areas in the Plantation II project shall be kept free of any obstructions or barriers (other than those temporary in nature installed for purposes of safety) in order to allow access by fire and emergency vehicles to all buildings.
10. The Town shall at no time be responsible for the maintenance of, or repairs to any part of the Plantation II project, or to the way(s) and easement areas serving the project; or any infrastructure or utilities associated with the project.
11. **Johnston Way.** In accordance with Paragraph 44 of the Amended Plantation II Decision, the owners of Plantation I and II shall bear and have joint and several responsibilities and obligations for the repair, maintenance, reconstruction and snowplowing so as to provide

continuous year-round access for vehicle traffic for the convenience of owners of the lots, and to provide continuous year-round access for all emergency, fire, rescue, police, moving construction and maintenance vehicles.

12. In accordance with Paragraph 45 of the Amended Plantation II Decision, Johnston Way shall not be presented to Town Meeting for acceptance as a public way.
13. Any damage to Great Road at the entrance to Johnston Way caused by construction vehicles and/or activity relating to project construction shall be repaired by SEHC. If such damage is not repaired, the Town shall repair the damage with costs to SEHC.
14. All terms and conditions of the Amended Plantation II Decision shall be considered a part of this Covenant and enforceable hereunder as if more fully set forth herein.
15. In the event of conflict between the Amended Plantation II Decision and this Covenant, the Amended Plantation II Decision shall prevail.
16. This Covenant shall be binding on the executors, administrators, devisees, heirs, successors and assigns of the undersigned and all successors in interest, and shall operate as a restriction on land. This Covenant may only be amended by writing executed by the Board of Selectmen and the undersigned entities or their successors in interest.
17. It is the intention of the undersigned and it is hereby understood and agreed that this contract shall constitute a covenant running with the Land subject to the Amended Plantation I Decision and the Amended Plantation II Decision.
18. Notwithstanding any other provision herein, the terms herein are enforceable by the Town separately and independently of all rights of enforcement with respect to the Amended Plantation I Decision and the Amended Plantation II Decision.
19. It is understood and agreed that remedies at law are inadequate for the enforcement of these provisions, and that the Town of Stow, by and through its Board of Selectmen, may seek temporary or permanent equitable relief without a showing of immediate or irreparable harm in order to enforce any of these provisions.
20. This Covenant may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

THE TOWN OF STOW RECORD OF VOTE

The following members of the Select Board vote to adopt this Covenant:

**Board of Selectmen Meeting Minutes
January 26, 2021, 7 pm
Stow Town Building & Via Zoom**

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

Thomas Ryan, Chair
Megan Birch-McMichael
Ellen Sturgis

Also Denise Dembkoski, Town Administrator

Board members present remotely via Zoom: Jim Salvie, Cortni Frecha

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

Public Input: Ross Perry was present and commented that he would like to see the Selectboard work with the Board of Health to put a plan in place to use the Medical Reserve Corps to administer COVID vaccines. He noted a large number of residents are at the highest risk. He noted that Chief Landry has concerns, but he feels these can be addressed, so that when the vaccine is ready we are ready. Tom noted that there have been conversations already involving the Board of Health and Town Administrator. Ross asked for an update at the next meeting.

Chairman's comments: Tom congratulated President Joe Biden and Vice President Kamala Harris on their election. He also noted that dog licenses are available and census forms are coming soon. He noted the recent Board of Health article in the paper looking for MRC volunteers and encouraged people to offer to help.

Library Report/Update with Director Tina McAndrews

Tina McAndrews, Library Director, was present and updated the Board on library operations. She explained how the library is operating during COVID with pickups of library materials and virtual programming. She noted that they have created a dedicated young adult space and are culling the collection to gain space. They are updating facilities including the HVAC system and have added outdoor seating. She noted recently received grants and said that she is working on updating the Library's strategic plan. She also noted the Building Committee that is looking at the facility and thanked the staff for their work. She also noted that she is hoping to establish a partnership with the Council on Aging regarding outreach. Members of the Board and the Library Trustees thanked Tina for her hard work, good communication, and the many programs that she has kept running during COVID. Tina concluded by welcoming suggestions from the community.

Acceptance of Donated Land for Conservation Purposes at Map R1, Parcel 27A, Spring Hill Estates Open Space, off Walcott Street and Acceptance of Access Easement.

Acceptance of Donated Land for Conservation Purposes at Map R5, Parcel 22, Harvard Acres Open Space, off Conant Drive AND acceptance of pedestrian easement across Map R5, Parcel 24

Kathy Sferra, Conservation Coordinator, was present and explained the history of the two parcels that are proposed for donation to the Conservation Commission. The Commission has voted unanimously to accept both parcels. She displayed a map of the Harvard Acres parcel noting its proximity to other town and state owned lands, the location of the access, and explained that the Association had worked with the subdivision residents to obtain their support. Cortni Frecha noted that she had visited the Harvard Acres parcel when she was on the Conservation Commission and thought it was quite lovely.

Ellen Sturgis moved that the Board of Selectmen approve the acceptance of donated land for conservation purposes at Map R1, Parcel 27A, Spring Hill Estates Open Space, Off Walcott Street and acceptance of access easement. Megan Birch McMichael seconded, and the motion was approved unanimously (5-0) on a roll call vote.

Ellen Sturgis moved that the Board of Selectmen approve the acceptance of donated land for conservation purposes at Map R5, Parcel 22, Harvard Acres Open Space off Conant Drive and acceptance of pedestrian easement across Map R5, Parcel 24. Megan Birch McMichael seconded, and the motion was approved unanimously (5-0) on a roll call vote.

Dissolve the Police Chief Search Committee

Denise said the committee has voted to approve all minutes and has recommended that they dissolve. *Ellen Sturgis moved that the Selectmen discontinue to the Police Chief Search Committee following the successful selection and hiring of a new Police Chief. Megan Birch McMichael seconded, and the motion was approved unanimously (5-0) on a roll call vote. Tom thanked Megan, Chief Landry, Chief Galvin from Berlin, Zack Burns, and Steve Nadeau for their service to the Town and thanked Denise for chairing the Committee.*

Discussion of Selectmen and Town Administrator Workplan and Goals

Chairman Ryan noted that this was the beginning of a discussion on this topic and that the goal for tonight was to talk about process and format for the workplan. He noted that Denise had provided some examples from other communities. Board members noted the examples that they liked best, with the consensus begin the Boxboro, Paxton, and Wayland were the most straightforward. The Board would like Denise to do a first draft of the workplan. Each board member was asked to offer up one or two items for possible inclusion. It was agreed to try to bring this to the second meeting in February or first meeting in March as schedule permits. Following approval of the Town Administrator's workplan, the Board may also want to take up setting goals and/or a workplan for itself. Denise said that she envisioned that the workplan would be an annual exercise around budget season.

Town Administrator's Report:

- There will be a Public Forum on the future of Stow Acres golf course on Feb 10th at 7:30 pm. More information will be coming this week.
- The Town Administrator Search Committee has not been dissolved. Denise noted that they will need to meet and finalize their minutes.
- COVID Vaccines – Denise noted that the town is actively working on a plan. The Governor's office expects 165 sites to be available for vaccinations, including retail pharmacy sites. The state is not getting as many vaccines as expected. The state is encouraging people to go on their web site and use it to sign up. There is no current plan for municipalities to get vaccines. The requirements for administration of vaccines are more strict than for flu shots, with significantly more accounting.

Liaison reports

- Mr. Salvie – Capital Planning is starting to review approximately \$1m in capital projects proposed. Fin Com is also gearing up and beginning to arrange meetings with department heads.
- Ms. Frecha – The Community Preservation Committee is still working to fully understand bonding and evaluating a couple of large projects. Conservation Commission just had a preapplication meeting about the Lake Boon Dam.
- Ms. Birch McMichael - The walk in Lower Village occurred this week, and the Town Hall Restoration Committee is still working on their plans.
- Ms. Sturgis – COA staff received COVID vaccinations in conjunction with Plantation Apartments. Minuteman has a budget meeting tonight. Stow's enrollment there has gone from 19 students to 40. The MAPC Legislative Breakfast is next Thursday morning. She attended the MMA conference. The theme was diversity and bringing new people into municipal volunteerism. She is interested in following up on this. Denise thought this could be a board goal.
- Mr. Ryan – noted that Board of Health knows that we are committed to helping them out due to the stresses of the COVID situation.

Meeting Minutes

- January 9, 2021 – *Ellen Sturgis moved acceptance of the meeting minutes of the January 9, 2021 meeting as written. Megan Birch McMichael seconded and the motion was approved unanimously (5-0) on a roll call vote.*
- January 12, 2021 – *The Board made minor corrections to the minutes for clarification and to fix typos. Ellen Sturgis moved acceptance of the meeting minutes of the January 12, 2021 meeting as amended. Megan Birch McMichael seconded, and the motion was approved unanimously (5-0) on a roll call vote.*

Meghan Birch McMichael thanked Denise and Kathy Sferra for excellent minutes.

Correspondence

Board of Selectmen Meeting Minutes

1-26-2021

Approved _____

Tom noted the letter from the Audit Advisory Committee. He expects this to be on a future agenda. Denise noted that the person appointed intends to resign, Fin Comm is working on identifying a replacement. The vacancy is jointly filled between Selectboard and Finance Committee.

Ellen Sturgis noted the letter on the bonding issues relating to CPA. She would also like to be on record as opposing bonding.

Executive Session

Ellen Sturgis moved to convene in Executive Session, pursuant to MGL Chapter 30A, section 21(a)(2) to conduct strategy sessions in preparation for negotiations with Michael Sallese, for the position of Police Chief, and to conduct negotiations with appointed Chief Sallese, and to adjourn thereafter. Megan Birch McMichael seconded. The motion was approved unanimously on a roll call vote (5-0).

Respectfully submitted

Kathy Sferra

Materials Used at Meeting

Draft Minutes

Meeting Packet

CORRESPONDENCE



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

February 3, 2021

NOTICE OF PUBLIC HEARING

This meeting will be held online via the Zoom Web Conferencing service.

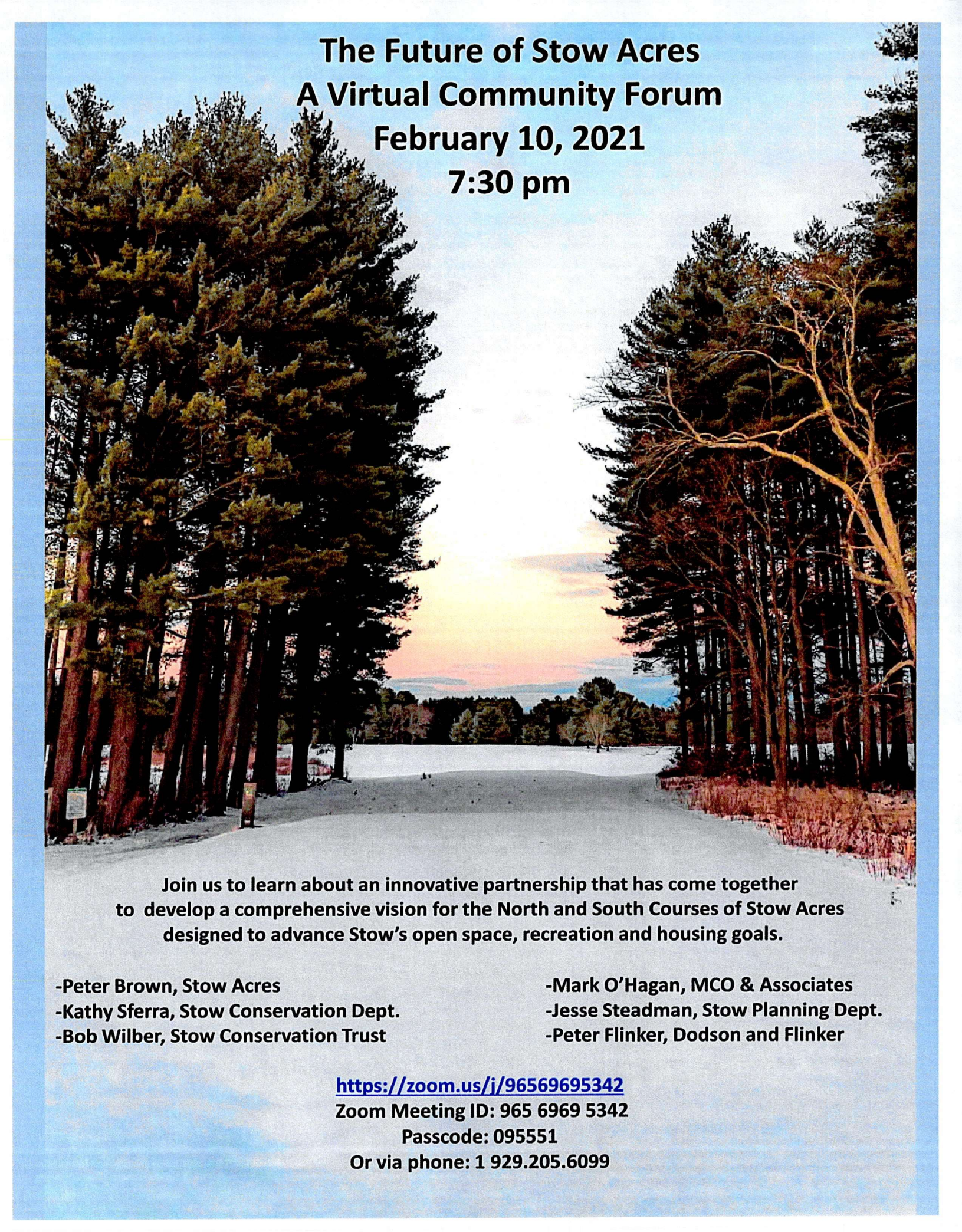
To join the meeting, go to: <https://zoom.us/j/91238959548>

Pass Code 476173

For Audio only: Dial 1 646 558 8656, when prompted enter Meeting ID: 912 3895 9548

The Stow Board of Appeals will hold a public hearing on **Monday, March 1, 2021 at 7:40 p.m.** via the Zoom Web Conferencing service to hear the applications filed by **David and Sharyn Kelly** for a Special Permit under Section 3.9 (Non-Conforming Uses and Structures) of the Zoning Bylaw to allow **an expansion of an existing dwelling at 147 Red Acre Road**. The property contains 77,536+ sq. ft. and is shown on Stow Property Map R30 as Parcel 33. The Petition for Special Permit is on file with Town Clerk and may be viewed on the Town website at <https://www.stow-ma.gov/zoning-board-appeals>

Mark Jones Chair



**The Future of Stow Acres
A Virtual Community Forum
February 10, 2021
7:30 pm**

Join us to learn about an innovative partnership that has come together to develop a comprehensive vision for the North and South Courses of Stow Acres designed to advance Stow's open space, recreation and housing goals.

**-Peter Brown, Stow Acres
-Kathy Sferra, Stow Conservation Dept.
-Bob Wilber, Stow Conservation Trust**

**-Mark O'Hagan, MCO & Associates
-Jesse Steadman, Stow Planning Dept.
-Peter Flinker, Dodson and Flinker**

<https://zoom.us/j/96569695342>

Zoom Meeting ID: 965 6969 5342

Passcode: 095551

Or via phone: 1 929.205.6099

The Future of Stow Acres – A Virtual Public Forum – Feb 10th @ 7:30 pm via Zoom

Please join us for an upcoming Virtual Public Forum on the future of Stow Acres on February 10th at 7:30 pm via Zoom. Led by the well-respected landscape architecture firm Dodson and Flinker, Inc., a five-member planning team (including representatives of Stow Conservation Trust, the Stow Conservation and Planning Departments, the local development firm MCO & Associates, and Stow Acres Country Club) has embarked on an intensive, multi-disciplinary effort to create a shared vision for the future of the North and South courses of Stow Acres.

Time is of the essence. Faced with the potential for incremental development of nearly 300 acres at Stow Acres, which could dramatically change the character of our community, we have come together to work collaboratively to identify those portions of the property that are most appropriate for development, and those areas that are most critical to conserve. We have also worked to develop a phasing plan for this effort to ensure that this vision can be realized in a manner that meets the financial needs of the property owner, while being affordable for the Town.

Over the last several months, we have reviewed various town plans to identify the environmental, recreational, and cultural resources and opportunities of the Stow Acres property. The contours of a vision for Stow Acres have begun to take shape and we are excited to share the various benefits that may be realized with residents and Town officials. Three core opportunities have materialized:

1. Large scale conservation and ecological restoration of the most sensitive areas of the site, including protection of the Assabet River and Elizabeth Brook corridors;
2. Maintaining and creating recreation opportunities, including continued golf, municipal playing fields, and a publicly accessible multiuse trail network;
3. A diversified housing component that provides a full range of housing opportunities designed with a traditional New England architecture – and which can help the town meet its housing affordability goals.

After this initial public forum on February 10th, we will be reaching out to various stakeholders, including Town Boards and Committees, neighborhood groups, and others to better understand specific comments and concerns associated with the approach and implementation of a comprehensive plan for the site.

We will also be posting more information including graphics from the Forum on the town website. Please feel free to reach out to any one of us if you would like more information or have comments.

Thank you,

-Peter Brown, Stow Acres

-Kathy Sferra, Stow Conservation Dept.

-Bob Wilber, Stow Conservation Trust

-Mark O'Hagan, MCO & Associates

-Jesse Steadman, Stow Planning Dept.

-Peter Flinker, Dodson and Flinker

<https://zoom.us/j/96569695342>

Zoom Meeting ID: 965 6969 5342; Passcode: 095551

Or via phone: 1 929.205.6099



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

January 2021 Building Permits

Permit #	Date	Applicant	Scope of work	Value	Fee	Contractor
2021-1	1/4/2021	Martin Meyer	Replace 4 Windows	\$12,267.00	\$123.00	Jaime Morin
R-16, #29-5		25 Brookmill Road				90125/170810
2021-2	1/4/2021	Scott Alving	Replace 21 Windows	\$29,889.00	\$300.00	Ted Dow
U-5, #39		84 North Shore Drive				097225/168616
2021-3	1/13/2021	Kevin Cunningham	Remodel Garage to Entertainment Room	\$60,000.00	\$600.00	Duffy McNulty
U-5, #13A		27 Hale Road				076727/130883
2021-4	1/13/2021	Ashwin Bihari	HVAC Sheetmetal	\$2,500.00	\$50.00	J.A. Healy & Sons
		14 Fox Court				1992
2021-5	1/14/2021	Annette Stetson	Strip & Re-Roof	\$6,888.00	\$70.00	John Normandie
R-18, #31		143 Boxboro Road				061982/181413
2021-6	1/20/2021	Phillip Casey	Strip & Re-Roof	\$11,000.00	\$110.00	Steven Hiou
R-1, #98		323 Hudson Road				103080/197821
2021-7	1/20/2021	Jim Deluco	2nd Floor Bathroom Remodel	\$34,000.00	\$340.00	Jason Foley
U-8, #24-12		41 Forest Road				79022/156314
2021-8	1/28/2021	Samuel Hurwitz	64' X 30' Garage	\$100,000.00	\$1,000.00	homeowner
U-2, #58		156 Barton Road				
2021-9	1/29/2021	Matthew Bagshaw	HVAC Sheetmetal	\$3,000.00	\$50.00	TAG Chimney Division
		34 Lakewood Drive				

2021-10	1/29/2021	Richard Pawlak	Living Room Bump-Out - Remodel Kitchen & Bath	\$94,000.00	\$940.00	Troy Hebert
R-11, #51-11		19 Seven Star Lane				071812/128990
2021-11	1/29/2021	Jun Fan	Demo Deck, Add Family Room	\$61,500.00	\$615.00	John J. Cronin Jr.
U-10, #10-2		22 Russet Lane				102398/187718
			TOTAL:	\$415,044.00	\$4,198.00	

Phoebe Haberkorn

From: Connors, Niall S [niall.s.connors@verizon.com]
Sent: Friday, January 22, 2021 1:26 PM
To: selectmen@stow-ma.gov; lgoldberg@k-plaw.com
Subject: Verizon Form 500
Attachments: Verizon Fios TV 2020 Outage_Stow.pdf; Verizon Fios TV 2020 MA Form 500_Stow.pdf

BY ELECTRONIC MAIL

January 22, 2021

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

Subject: Annual Complaint Filing

Dear Honorable Selectmen:

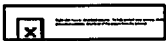
Pursuant to M.G.L. c. 166A, §10, Verizon New England, Inc. ("Verizon New England") is required to file with the Department of Telecommunications and Cable and Issuing Authorities an annual report on complaints received regarding our Fios TV service. The report reflects complaints received by Verizon during the previous year ending December 31. The Department of Telecommunications and Cable has adopted Form 500 as the prescribed form for complying with this annual reporting requirement. Please find attached Verizon New England's 2020 Form 500 for the Town of Stow. Should you or your staff have any questions, please contact me at 857-415-5123.

Sincerely,



Niall Connors
Franchise Service Manager

cc: KP Law



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

Form 500 Service Interruption Data - Paper Filing

City/Town: STOW

Cable Company: Verizon New England, Inc.
 Address: 6 Bowdoin Square, Boston, MA 02114
 Contact: Niall Connors
 Phone: 857 415-5123
 E-Mail: niall.s.connors@verizon.com

Filing Year: 2020

Number of Subscribers: 986

Average Resolution Time: <1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> > 30 Days



Date Service Interruption Began	Average Resolution Time: (see Code Key above)	Estimated # of Subscribers Affected
1/8/2020	1	1097
3/13/2020	2	560
4/23/2020	1	249
4/23/2020	2	1070
5/5/2020	1	1063
5/14/2020	1	1064
5/25/2020	2	1062
5/30/2020	1	1060
6/23/2020	1	1052
8/3/2020	1	257
8/17/2020	1	1031
9/12/2020	1	1022
10/17/2020	1	162
11/7/2020	1	77
11/7/2020	1	26



Form 500 Complaint Data - Paper Filing

City/Town: Stow
 Filing Year: 2020
 Number of Subscribers: 986

Cable Company: Verizon New England Inc.
 Address: 6 Bowdoin Square, Boston, MA 02114
 Contact: Niall Connors
 Phone: 857 415-5123
 E-Mail: niall.s.connors@verizon.com

Average Resolution Time: <1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> >30 Days
 Manner of Resolution: A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing	0	0	0	0	0
Appointment/Service call	0	0	0	0	0
Billing	0	0	0	0	0
Customer Service	0	0	0	0	0
Defective Notice	0	0	0	0	0
Equipment	27	2	24	3	0
Installation	0	0	0	0	0
Reception	0	0	0	0	0
Service Interruption	4	1	4	0	0
Unable to Contact	0	0	0	0	0
Failure to Respond to Original Complaint	0	0	0	0	0
Other:	0	0	0	0	0



January 29, 2021

Via UPS

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



Dear Chairman and Members of the Board:

Pursuant to G.L. Ch. 166A, Section 10, Comcast is pleased to provide a copy of its Form 500 for YE2020. The Form 500 contains information on customer video service related issues in your community and how Comcast responded, including the time taken to resolve these complaints. For the Form 500, the Massachusetts Department of Telecommunications and Cable defines a complaint as:

Any written or verbal contact with a cable operator in connection with subscription in which a person expresses dissatisfaction with an act, omission, product or service that is (1) within the operator's control, and (2) requires a corrective measure on the part of the operator.

Comcast also has provided a copy of the enclosed Form 500 to the Department of Telecommunications and Cable.

Please do not hesitate to contact me at Gregory_Franks@comcast.com should you have any questions.

Very truly yours,

Greg Franks

Greg Franks, Sr. Manager
Government Affairs

cc: Department of Telecommunications and Cable



Form 500 Complaint Data

Code Key: Avg. Resolution Time

<1> Less than 1 Day <2> 1-3 Days <3> 4-7 Days <4> 8-14 Days
 <5> 15-30 Days <6> >30 Days

Code Key: Manner of Resolution

A. Resolved to the satisfaction of both parties.
 B. Resolved, customer dissatisfied. C. Not Resolved.

Town	STOW
Year	2020
Subscribers	988

Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.

		Total Complaints	Avg Resolution Time (see code above)	A.	B.	C.
Advertising/Marketing		0	0	0	0	0
Appointment Service Call		0	0	0	0	0
Billing		0	0	0	0	0
Customer Service		1	0	1	0	0
Equipment		0	0	0	0	0
Installation		0	0	0	0	0
Other: Damage	Damage	0	0	0	0	0
Other: Programming		0	0	0	0	0
Reception		0	0	0	0	0
Service Interruption		0	0	0	0	0

Form 500 Service Interruption Data

Code Key: Duration of Service Interruption

<1> Less than 1 Day <2> 1-3 Days <3> 4-7 Days <4> 8-14 Days <5> 15-30 Days <6> >30 Days

Town	Year	Date of Service Interruption	Subscribers	Duration of Service Interruption (see Code Key above)
Stow	2020	6/6/2020 8:57:00 PM	988	2
Stow		6/22/2020 1:07:00 AM		1
Stow		12/19/2020 5:54:00 AM		1
Stow		12/18/2020 5:15:00 PM		1
Stow		9/1/2020 8:20:00 AM		1
Stow		6/6/2020 8:57:00 PM		2
Stow		5/17/2020 6:00:00 PM		1
Stow		1/26/2020 8:59:00 PM		1
Stow		6/20/2020 9:19:00 PM		1
Stow		6/8/2020 10:19:00 PM		1