

AGENDA  
SELECT BOARD  
August 9, 2022  
7:00 p.m.  
Town Building & Zoom

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

Join Zoom Meeting  
<https://us06web.zoom.us/j/88061063800?pwd=VnRkS1NjNUltRmJic1ZsTmtWQitRQT09>

Meeting ID: 880 6106 3800  
Passcode: 356529

1. Public Comment
2. Board Members Comments
3. Town Administrator's Report
4. Appointments
  - Steven Walsh to the position of Call Fire Lieutenant through June 30, 2023
  - David Korn to the Green Advisory Committee as an At-Large Member through June 30, 2023
5. Discussion and Possible Vote
  - Permits for the Assabet Craft Beer & Food Truck Festival at First Parish Church – Saturday, September 3rd, 12n–4 p.m. – Hector Constantzos
  - Permit for the Lake Boon Water Carnival – Saturday, September 3rd 9:30 a.m. – 4:30 p.m. – David Gray, Lake Boon Association
  - Joint Board Discussion – Planning Board & Economic Development and Industrial Committee to discuss:
    - Review current charge of EDIC
    - Discuss amendments to charge for EDIC
    - Goals and Reporting Structure
  - Review and Discuss Comcast Contract in advance of Public Hearing on August 23<sup>rd</sup> – Jonathan Daisy, Stow TV Director
6. Meeting minutes
  - July 26, 2022
7. Correspondence
8. Adjournment

Posted Friday, 8/5/2022  
1 p.m.

# **APPOINTMENTS**



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

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

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

I am pleased to recommend Steven Walsh to be appointed as a Call Fire Lieutenant.

Steven comes highly recommended by the Fire Chief, Fire Captain, and Assistant Town Administrator. He has been working in the fire business since 2015 and has a great understanding of all facets of public safety.

Steven is eager to take on the additional responsibility and is already planning out his schedule with his day-job.

I think Steven will be a very positive addition to the Fire command staff and I respectfully ask for your ratification of the recommendation.

*Denise M Dembkojski*



# STOW FIRE DEPARTMENT

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

**John P Benoit**  
*Fire Chief*

August 4, 2022

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

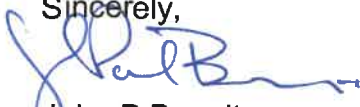
Dear Denise,

I respectfully recommend your consideration of Steven Walsh for appointment to Call Lieutenant for the Stow Fire Department. Steven along with three other members have completed the promotional process as outlined in the departments General Order # 400-04, "Promotional Process".

Steven Walsh has been an active call firefighter-EMT /apparatus operator of the Stow Fire Department since April 2019. He brings with him a wealth of institutional knowledge, customer service, communication skills as well as a passion for leadership. I recognize Steven as a leader of the organization and recognize great potential for him and those he will guide with this promotion.

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

Sincerely,



John P Benoit

*Life Safety ~ First Priority*

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



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

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

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

I would like to recommend David Korn to fill the vacant, At-Large Member spot on the Green Advisory Committee. As you can see from the enclosed materials, Dave has robust experience in the area of energy efficiency and it's no wonder why Arnie encouraged him to apply for the vacant seat.

Dave's knowledge and experience will be a tremendous asset to the already productive Green Advisory Committee and I respectfully ask for your ratification of the recommendation.

*Denise M Dembkoski*



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

## NOTICE OF VACANCY

### STOW GREEN ADVISORY COMMITTEE

One At-Large Community member appointed by the Select Board

**Duties:** The Stow Green Advisory Committee was formed to assist the Select Board and the Town Administrator in developing programs and projects to foster energy conservation, energy efficiency, renewable energy generation and sustainable planning. The committee is composed of nine members with representation from the Select Board, Planning Board, Zoning Board of Appeals, Conservation Commission, Economic Development and Industrial Commission, two members appointed by the Energy Manager, and two at-large community members appointed by the Select Board.

**Qualifications:** Registered voter in Stow. Preference given to applicants who can demonstrate knowledge of energy conservation, sustainability, environmental and climate impacts. Must be available to attend the majority of scheduled meetings.

**Term:** One-year appointment by the Select Board, ending on June 30, 2023

**Application:** Letters of application will be accepted by the Select Board's Office until the position is filled. If you are interested, please contact the Select Board Office at [selectboard@stow-ma.gov](mailto:selectboard@stow-ma.gov) or 978-897-4515.

Posted July 1, 2022

## Denise Dembkoski

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**From:** selectboard  
**Sent:** Tuesday, August 2, 2022 8:42 AM  
**To:** Denise Dembkoski  
**Subject:** FW: At-large seat for the Stow Green Advisory Committee  
**Attachments:** DKorn\_Resume for Stow.docx

**From:** David Korn <dkorn@ridgelineanalytics.com>  
**Sent:** Monday, August 1, 2022 5:52 PM  
**To:** selectboard <selectboard@stow-ma.gov>  
**Cc:** Arnie Epstein <arnold.epstein@comcast.net>  
**Subject:** At-large seat for the Stow Green Advisory Committee

Dear Select Board Members,

Arnold Epstein invited me to apply for the at-large seat for the Stow Green Advisory Committee. I am very interested in joining the committee and believe that my skills and experience could help the committee in its efforts to increase the energy efficiency of town resources and lower the town's carbon foot print. I have attached a copy of a company-style resume. Please let me know if you have any questions.

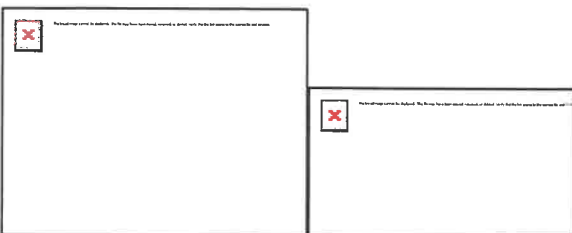
Regards,

Dave

Town resident

133 Crescent Street

**David Korn, P.E., C.E.M. | Vice President**  
Ridgeline Energy Analytics, Inc.  
Cell: 978-590-5842  
Main: 857-600-8995  
[dkorn@ridgelineanalytics.com](mailto:dkorn@ridgelineanalytics.com)  
[ridgelineanalytics.com](http://ridgelineanalytics.com)



## David Korn, P.E., CEM Vice President and Senior Engineer

### Professional Experience and Qualifications

David Korn, P.E., is Vice President and Co-Founder of Ridgeline Energy Analytics. He is a Senior Engineer whose work ranges from evaluating utility efficiency programs, to auditing and metering electricity usage in buildings and building systems, to evaluating new technologies in the field and in controlled measurement situations. Previously he was Vice President of measurement and engineering at The Cadmus Group where he supervised 90 engineers and technicians (2011-2018). He oversaw an engineering laboratory that tested the energy efficiency of products and systems. David led teams that developed metering technologies for commercial and residential load analysis. He helped set voluntary energy efficiency standards for equipment, including water coolers, air conditioners, heat pumps, roof-top units, dehumidifiers, computers, and battery charging systems.

His areas of expertise include:

- Evaluating the performance of residential and commercial HVAC systems.
- Metering HVAC systems including inverter driven heat pumps.
- Supporting evaluations of non-wire alternatives for grid-constrained areas
- Performing energy audits of residential, multi-family and commercial buildings
- Conducting stock assessments in support of potential studies of efficiency potential
- Evaluating conservation voltage reduction in grid systems
- Metering electrical loads of commercial, multi-family and industrial buildings and equipment
- Conducting impact evaluations of efficiency programs
- Analyzing capital recovery of efficiency equipment investments
- Conducting commercial and industrial energy surveys and assessment in support of energy performance contracting projects

### Education and Certifications

- B.S., Mechanical Engineering, concentration in Energy Systems, Cornell University
- Graduate studies: Environmental Engineering and Aquatic Science, Cornell University
- Professional Engineer in Mechanical Engineering, Oregon #90609PE
- Certified Energy Manager, Association of Energy Engineers
- National Fire Protection Safety Training (meter installation and safety)

### Recent Projects (2018 – 2022)

#### Massachusetts Program Administrators and Guidehouse (2020 – present) Phases 5&6 of the residential baseline study and load shape research analysis

Ridgeline performs extensive residential field work to provide data on the saturation, consumption, peak demand, and key explanatory variables for all major electric and gas appliances, electric vehicles, mechanical equipment, and electronics in Massachusetts homes. These data provide the foundation for updating the TRM, informing future energy efficiency and demand response potential studies, and designing programs for the next cycle.



### **Efficiency Maine Trust: Pilot Study of Grid Tied Hydronic Heat Pumps with Thermal Storage water heaters (2022-2023)**

While hydronic heat pumps have been installed in several hundred locations in the US and Canada, this project contains several unique and novel elements:

- It incorporates thermal storage to hold a comfortable temperature for 4-5 hours during cold Maine outdoor winter temperatures without drawing power from the heat pump or boost elements.
- It requires complete replacement of fossil fuels where other pilots have allowed some use of fossil fuels
- It is intended to respond to wind power pricing. This requires a Demonstration SCADA Device (DSD) system controls heat pumps and resistive heating to take advantage of low-cost power and allows the system to coast during periods of high electricity prices.

### **Efficiency Maine Trust: Pilot Study of CO<sub>2</sub>-based split heat pump water heaters (2021-2022)**

Efficiency Maine Trust contracted with Ridgeline to install and monitor split heat pump water heaters in commercial and industrial facilities where heat recovery can aid in the efficiency of water heating. Ridgeline installed units in a kelp processing plant, a brewery, a biomedical research institution's data center and in a college dormitory. The units are achieving high efficiencies (COP) and reliably providing 150F water.

### **Northeast Energy Efficiency Partnership: Field Validation of Variable Refrigerant Flow System Performance in Cold Climates (2021 – 2022)**

Ridgeline is performing field validation work on variable refrigerant flow systems in four sites in the northeast. We are continuously metering the performance of VRF systems using a variety of techniques including Coriolis mass flow meters, ultrasonic flow meters, enthalpy changes in outdoor units, and enthalpy changes at the indoor units.

### **Efficiency Maine Trust, Whole Home Heat Pump Installation Pilot (2021 – 2023)**

Switching existing homes from fossil fuels to heat pumps is a challenge. Mobile homes are an even greater challenge. Working closely with heat pump manufacturers, distributors and contractors, Ridgeline successfully replaced fossil fuel heating in 20 mobile and site-built homes. This pilot forges a path for future electrification.

### **Confidential Funder of ESAs: independent Engineering Support for Energy Service Agreement Projects (2018-present)**

Mr. Korn is serving as an independent engineering consultant to a Confidential Client, a funder of energy service agreements (ESAs). Ridgeline helps develop new projects and performs in-depth M&V on completed projects. The projects include hospitals, college campuses, and commercial buildings throughout the country. David Korn has evaluated over \$30M of projects including roughly \$25M of LED projects. A key role in these projects is establishing defensible M&V procedures.

**Confidential commercial client.** Mr. Korn is assisting a funder of energy efficiency projects in securing payment from a receiver of an energy efficiency project. The situation is especially complicated because it involves the site receiving services, the installer of the equipment, and the financier of the project.

### **Confidential Bank**

Mr. Korn helped assess the bankability of a proposed \$9M project for solar and on-building wind power to be installed on hospitals. He provided an independent engineering report that modeled anticipated savings. Mr. Korn found that the anticipated generation was 10% of that claimed.

### **Confidential Banks: Independent Engineering Reports**

David Korn has provided independent engineering reports for projects exceeding \$20M.

### **Confidential Funder of HVAC Efficiency Projects**

Mr. Korn evaluated the method used to establish demand (kW) savings for roughly \$18M of cooling technology and helping navigate a disagreement with the utility on calculations for temperatures lower than agreed peak conditions.

### **Efficiency Maine Trust Commercial Lighting Program Evaluation**

For the Efficiency Maine Trust, the funder of all efficiency programs in Maine, Mr. Korn led a review of LED lighting systems in 95 facilities. Part of the work included establishing savings by metering run times for 10 months in 2019 and 2020.

### **Evaluation of Underperforming Solar PV Installation in Melrose MA**

For a large developer of solar projects Mr. Korn is leading a diagnosis of a system that has underperformed investment expectations for the last years. Investigations including AC metering, DC metering, examination of array wiring, and examination of inverter wiring.

## **Relevant Experience**

### ***Residential Studies and Projects***

- While at a previous employer he led the MA and RI ductless heat pump study, the largest of its kind. He is currently leading a heat pump in 124 homes in Maine.
- For the Efficiency Maine Trust,
- Oversaw studies of residential HVAC including ductless heat pumps in Vermont, New York, Illinois, and other locations. His studies included innovative metering of refrigerant pressures and temperatures, both as spot quality checks and as long term logged measurements.
- After evaluating installations of residential air conditioners, Mr. Korn supported development of a quality installation (QI) program that aligns with Air Conditioning Contractors of America committee specifications. He helped the EPA develop pilot QI programs in Texas and California and is an expert in current QI programs.

### ***Commercial Studies and Projects***

- For the energy conservation potential of projects in hospitals, manufacturing facilities, college campuses, and municipal buildings, Mr. Korn has monitored electrical loads of equipment and buildings, wrote equipment specifications, analyzed capital recovery, and supervised construction. He audited millions of square feet of office and industrial facilities.
- For utilities in Canada and the US, Mr. Korn led examinations and savings evaluations of conservation voltage reduction projects. Analysis included using machine learning techniques to discern savings on the grid.

- For the Massachusetts School Building Authority Mr. Korn evaluated the post occupancy of 7 new schools examining lighting, HVAC, and BMS systems.

### ***Energy Auditing and Efficiency Projects***

- For NY utilities Mr. Korn has led metering and evaluation of dozens of lighting projects comprising millions of square feet. Investigations include metering of light levels, operating hours and electrical power draw. Data was used to develop a coincidence factor to assess the impact on peak electricity demand (kW).
- For the Efficiency Maine Trust Mr. Korn led an assessment of commercial lighting practices auditing 75 facilities across the state. The study was used in the State's 2017 triennial plan to fund future programs.
- For utilities in Canada and the US Mr. Korn has led examination and savings evaluation of conservation voltage reduction projects. Analysis included using machine learning techniques to discern savings on the grid.
- For the energy conservation potential of projects in hospitals, manufacturing facilities, college campuses, and municipal buildings, Mr. Korn has monitored electrical loads of equipment and buildings, wrote equipment specifications, analyzed capital recovery, and supervised construction. He audited millions of square feet of office and industrial facilities.
- For an east coast utility Mr. Korn designed an evaluation procedure for evaluating the use of electrical vehicle charging stations.
- For the Massachusetts School Building Authority Mr. Korn evaluated the post occupancy of 7 new schools examining lighting, HVAC, and BMS systems.
- After evaluating installations of residential air conditioners, Mr. Korn supported development of a quality installation (QI) program that aligns with Air Conditioning Contractors of America committee specifications. He helped the EPA develop pilot QI programs in Texas and California and is an expert in current QI programs.
- He led the MA and RI ductless heat pump study, the largest of its kind. The study included innovative means for logging BTUs of heating and cooling continuously in the field.
- Mr. Korn has metered loads in residential homes using metering systems based on Home Energy Management Systems (HEMS). One project was for a load constrained area served by limited feeders. Project geographies include the northeast, the northern mid-west and the southeast.

### ***Evaluation Projects***

For utilities across the United States, Mr. Korn has led impact evaluations of commercial buildings and equipment. Programs and measures he has evaluated include:

- Lighting
- Conservation Voltage Reduction (CVR)
- Water heating equipment
- Ductless heat pumps
- High efficiency boilers, boiler pumps, and controls
- DCV and economizers in C&I HVAC
- Commercial refrigeration
- Industrial processes
- Commissioning, LEED, and retro-commissioning programs

- Variable speed drives
- Chillers
- Industrial transformers

### Professional Memberships and Associations

- International Performance Measurement and Verification Protocol; Technical Committee for Measurement and Verification Standards, Subcommittee on Statistics and Uncertainty
- American Society of Heating, Refrigerating and Air-Conditioning Engineers
- Association of Energy Engineers (New England chapter)

### Selected Recent Publications and Presentations

**Korn, David.** Kicking off Guidance for the Northeast. NEEP M&V 2.0 Workshop: Evolving the Paradigms For M&V. November 7, 2018.

Evo, Uncertainty Assessment for IPMVP - Release of A New IPMVP, Application Guide, April 2018. *Mr. Korn Is A Co-Author*

**Korn, David,** J. Walczyk, and A. Jackson. Evaluating Cold Climate Heat Pumps: Understanding How and Where Cold Climate Heat Pumps Can Displace Less Efficient Heating Sources. IEPEC Annual Conference, August 8, 2017.

**Korn, David.** Examining Technologies and Selected Results. Northeast Energy Efficiency Partnership Regional EM&V Forum Webinar on Non-intrusive load metering: Advances and Opportunities, July 31, 2017.

**Korn, David,** A. Jackson. Cold Climate ASHP Evaluation. NEEP Air Source Heat Pump Workshop, June 2017.

**Korn, David,** A. Jackson. et al **Ductless Mini-Split Heat Pump Impact Evaluation, December 2016.** <https://ma-eeac.org/wp-content/uploads/Ductless-Mini-Split-Heat-Pump-Impact-Evaluation.pdf>

**Korn, David** and J. Walczyk, Interaction of Cold Weather Ductless Heat Pumps and Primary Fossil Systems, ACEEE Summer Study, 2016.

**Korn, David** and J. Walczyk, Exactly What Is a Full Load Cooling Hour and Does Size Really Matter? ACEEE Summer Study, 2016.

### Professional Memberships and Associations

- International Performance Measurement and Verification Protocol; Technical Committee for Measurement and Verification Standards, Subcommittee on Statistics and Uncertainty
- American Society of Heating, Refrigerating and Air-Conditioning Engineers
- Association of Energy Engineers (New England chapter)

## **Chronology**

<b>Ridgeline Energy Analytics, Inc., Stow, MA</b>	2019 - present
<b>The Cadmus Group, Waltham, MA</b>	1993-2018
Vice President for Engineering and Measurement, Energy Services Division	2011-2018
Principal	2006-2010
<b>J. Cortell and Associates, Waltham, MA</b>	1989-1992
Environmental Engineer	
<b>Proctor Academy, Andover NH; Mathematics Instructor</b>	1986-1987
<b>TEMCO Energy Management, Stoneham, MA; Energy Engineer</b>	1983-1985

# **DISCUSSION & POSSIBLE VOTE**

Permits for the Assabet Craft  
Beer & Food Truck Festival

Saturday, September 3, 2022

12 noon - 4 p.m.

Hector Constantzos



# Town of Stow

## Special Event Permit

This is to certify that, on Tuesday, August 9, 2022, the Select Board voted:

That Hector Constantzos, as a representative of the First Parish Church of Stow and Acton, is granted permission to hold the Assabet Craft Beer & Food Truck Festival on Saturday, September 3, 2022, beginning at 12:00 p.m. (noon) to approximately 4 p.m. as described in the application materials, and contingent upon the following:

- 1) That arrangements are made with the Police and Fire Departments for the appropriate number of detail personnel (*contact Chief Michael Sallese at the Stow Police Department at 978-897-4545 and Chief JP Benoit at the Stow Fire Department at 978-897-4537*);
- 2) That a certificate of general liability insurance naming the Town of Stow as additional insured be provided to the Select Board office prior to the event;
- 3) That any signs, tents, platforms, staging, structures, and electrical work be permitted and inspected by the Building Department prior to the event (*contact the Building Department at 978-897-2193*);
- 4) That if portable restroom facilities are used, the contract be provided to the Board of Health prior to the event. (Note: Per Code of Massachusetts Regulations Title 521 Sec 30.1.2, at least 5% but not less than one accessible toilet unit shall be installed and identified by the International Symbol of Accessibility);
- 5) That any snacks are prepackaged, or a permit has been obtained from the Board of Health, and;
- 6) That the organizers participate in any public safety meeting required for the event and all requirements discussed at the meeting are met;
- 7) These stipulations, made upon approval, have been met:
  - o The event will fully comply with the Public Safety Plan;
  - o TIPS and Crowd Manager certifications for event volunteers have been provided;
  - o Permits for Mobile Food Units (food trucks) from Nashoba Associated Boards of Health have been provided.

### SELECT BOARD

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Megan Birch-McMichael, Chair

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Ellen S. Sturgis, Clerk

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Cortni Frecha

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Ingeborg Hegemann Clark



# LICENSE ALCOHOLIC BEVERAGES



THE LICENSING BOARD OF  
THE TOWN OF STOW  
MASSACHUSETTS

HEREBY GRANTS A

## SPECIAL ONE-DAY

**License to Expose, Keep for Sale, and to Sell  
Wines and Malt Beverages**

*To Be Consumed On the Premises*

**FIRST PARISH CHURCH OF STOW ACTON**

Hector Constantzos, Event Manager  
353 Great Road, Stow, MA

This SPECIAL ONE-DAY License is for the sale of wines and malt beverages only, to be drunk on the premises under Chapter 138, Section 14, of the Liquor Control Act.

**For the: ASSABET CRAFT BEER & FOOD TRUCK FESTIVAL  
SATURDAY, SEPTEMBER 3, 2022  
12:00PM – 4:00PM**

By order of the Select Board  
This 9<sup>th</sup> day of August 2022.

License Number: 2022-01-OneDay

The Hours during which Alcoholic Beverages may be sold are from: 12:00pm to 4:00pm ONLY

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

**THIS LICENSE EXPIRES SEPTEMBER 3, 2022 AT 4:01PM**

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



# TOWN OF STOW

## Special Event Permit Application

Permit fee is \$0 for non-profit organizations and \$50 for for-profit organizations.

### Applicant and Sponsoring Organization Information

Name of Organization / Sponsor: First Parish Church Stow Acton  Non-Profit  Profit

Address: 353 Great Rd City: Stow State: MA Zip: 01775

Tax ID #: 04-6058081 Applicant name: Hector Constantzos

Phone: 978-807-9647 Email: hconstantzos@gmail.com

Web Site: fpc-stow-acton.org

Event Manager: Hector Constantzos Contact Info: 978-807-9647

Other Contact person/s: \_\_\_\_\_ Contact Info: \_\_\_\_\_

### Event Information

Event Type:  Run/Walk\*  Rally  Parade  School Event  
 Concert  Festival  Political Event  Food Truck

Other (specify) \_\_\_\_\_

Event Title: Assabet Craft Beer & Food Truck Festival

Start Date & Time(s): 9/3 12 PM End Date & Times(s): 9/3 4 PM Rain Date & Time(s): none

Estimated Attendance: # 200-500 Admission Fee: \$5-\$10 Donation

Open to the Public:  Yes  No

Requested Location:  Community Park  Center Park  Pompo Field

*Check all that apply*  Pine Bluff  Pompositicut Community Center  Town Forest

Street (specify): \_\_\_\_\_

Other (specify): \_\_\_\_\_

Set Up Date/Time: \_\_\_\_\_ Break Down Date/Time: \_\_\_\_\_

\* A route map is required at time of submission for a walk/run

## Event Details

Please indicate whether the following items pertain to your event.

YES	NO	
<input checked="" type="radio"/>	<input type="radio"/>	Food Concession and/or Food Preparation
<input type="radio"/>	<input type="radio"/>	Please specify method: <input type="radio"/> Propane Gas <input type="radio"/> Electric <input type="radio"/> Charcoal <input checked="" type="radio"/> Catered Other: _____
<input checked="" type="radio"/>	<input type="radio"/>	Alcohol served – <i>Requires approval from the Select Board</i>
<input type="radio"/>	<input checked="" type="radio"/>	First Aid Facility(ies) and Ambulance (s)
<input type="radio"/>	<input checked="" type="radio"/>	Banner(s) and/or Sign(s)– <i>requires prior approval</i>
<input type="radio"/>	<input checked="" type="radio"/>	Street Closure(s) - <i>list streets:</i> _____
<input type="radio"/>	<input checked="" type="radio"/>	Amplified Sound - <i>If yes please indicate Start Time _____ End Time _____</i> <i>The Town of Stow will require additional information on this item and may require an Entertainment License be applied for and acquired.</i>
<input type="radio"/>	<input checked="" type="radio"/>	Will your event have Pyrotechnics? - <i>requires prior approval of the Fire Department</i>
<input type="radio"/>	<input checked="" type="radio"/>	Will your event have animals? <i>If yes, specify:</i> _____
<input type="radio"/>	<input checked="" type="radio"/>	Will your event require lights? <i>If so, specify hours:</i> _____
<input type="radio"/>	<input checked="" type="radio"/>	Will you set up table(s) and/or chair(s)? <i>Approximate number?</i> <u>5</u>
<input type="radio"/>	<input checked="" type="radio"/>	Fencing, Barrier(s) and/or Barricade(s), Traffic Cones
<input type="radio"/>	<input checked="" type="radio"/>	Does your event require electricity? <i>Source:</i> _____
<input type="radio"/>	<input checked="" type="radio"/>	Booth(s) Exhibit(s), Display(s) and/or Enclosure(s)
<input type="radio"/>	<input checked="" type="radio"/>	Canopy (ies) and or Tent(s) - <i>describe dimensions:</i> <u>10x10 &amp; 10x20 Pop Ups</u>
<input type="radio"/>	<input checked="" type="radio"/>	Scaffolding, Bleacher(s), Platform(s), Grandstand(s) or related structure(s)
<input type="radio"/>	<input checked="" type="radio"/>	Container(s) and/or Dumpster(s)
<input type="radio"/>	<input checked="" type="radio"/>	Toilet(s) – <i>approximate number/vendor:</i> _____
<input type="radio"/>	<input checked="" type="radio"/>	Will you be holding a raffle at your event? <i>Describe:</i> _____
<input type="radio"/>	<input checked="" type="radio"/>	Vehicle(s) and/or Trailer(s) - <i>approximate number:</i> _____
<input type="radio"/>	<input checked="" type="radio"/>	Sleeping Trailer(s) and/or other accommodations
<input type="radio"/>	<input checked="" type="radio"/>	Stage(s) - <i>indicate dimension:</i> _____
<input type="radio"/>	<input checked="" type="radio"/>	Entertainment - <i>describe:</i> _____
<input type="radio"/>	<input checked="" type="radio"/>	Amusement Rides - <i>list and describe:</i> _____
<input checked="" type="radio"/>	<input type="radio"/>	Inflatable Device(s) - <i>list and describe:</i> <u><del>A booby trap</del> <del>LOUSE</del></u>

## Other Permits

Please note that all components of the event are subject to approval by the Select Board and may also require approval by and/or permit(s) from other Town departments. It is the responsibility of the applicant to secure all necessary Town of Stow permits, and to submit any payment required for permits.

## Insurance Requirements

Evidence of Insurance will be required before final permit approval. Please provide a Certificate of Insurance, which shows a minimum of \$1,000,000.00 in Commercial General Liability Insurance and a Policy Endorsement, which indemnifies and holds harmless the Town of Stow, and all of its agencies and departments. The Town of Stow shall be named as an additional insured for the date/event. Some events may require a higher limit of insurance. Permittee must list the aforementioned parties as additional insured on their Certificate of Insurance. Each event is evaluated on its risk exposure. Any and all damages resulting from the event are the responsibility of the permittee and the permittee will work through designated staff to determine the most appropriate means for repair. The Town of Stow is not responsible for any accidents or damages to persons or property resulting from the issuance of this permit.

## Affidavit of Applicant

My signature below indicates that everything I have stated in this application is correct to the best of my knowledge. I have read, understand and agree to abide by the policies, rules and regulations of the Town of Stow as they pertain to the requested usage. The permit, if granted is not transferable and is revocable at any time at the absolute discretion of the Select Board (or designee). All programs and facilities of the Town of Stow are open to all citizens regardless of race, sex, age, color, religion, national origin or disability.

Signature of Applicant: Hector Constantzoc Date: Aug 31 2022  
 Printed Name: Hector Constantzoc Fee Paid: - 0 -

# SPECIAL ONE-DAY ALCOHOLIC BEVERAGES LICENSE APPLICATION

FEE: \$75.00 non-refundable



APPLICATION DATE: \_\_\_\_\_

**MGL, CHAPTER 138, SECTION 14:** The Local Licensing Authorities may issue special licenses for the sale of Wine and Malt Beverages to any enterprise; however, Special License for the sale of All Alcoholic Beverages may ONLY be issued to Non-Profit Organizations (proof of non-profit status is required).

SPECIAL ONE-DAY LICENSEES MUST PURCHASE ALCOHOLIC BEVERAGES FROM A LICENSED SUPPLIER. SPECIAL LICENSEES CANNOT PURCHASE ALCOHOLIC BEVERAGES FROM A PACKAGE STORE AND CANNOT ACCEPT DONATIONS OF ALCOHOLIC BEVERAGES FROM ANYONE.

See: <https://www.mass.gov/doc/authorized-sources-of-alcohol-for-1-day-licenses/download> for a complete list.

ALL ALCOHOL (non-profit only, submit proof of status)

WINE/MALT ONLY

Name of Applicant and/or Organization Applying (name to appear on license):

First Parish Church of Stow Acton

Address: 353 Great Rd, Stow, MA 01775

Applicant's Cell: 978-807-9647

Organization Phone: 978-897-4514

Applicant's Email: hconstantzos@gmail.c

Organization Email: office@fpc-stow-acto

1. Name of Event: Assabet Craft Beer & Food Truck Festival

Event Date: Sept 3, 2022

Rain Date: N/A

Hours of Event (from/to): 12:00 PM - 4:00 PM

2. Event Location (name and address): FPC Stow Acton, 353 Great Rd, Stow, MA  
(Please attach proof of permission to use this facility, if applicable)

Where in building? Campus

3. Details:  Inside  Outside # of People Expected: 200-500 Age Range: All ages

4. Name(s) of person(s) who will be serving alcohol to guests:  
Amory's Tomb Brewery, Bull Spit Brewery, Stirling Street Brewing

Bartenders and/or servers of alcohol, beer and/or wine must have completed in the past three years an appropriate Massachusetts Alcoholic Beverages Server Training program. Attach identification and proof of alcohol server training for EACH individual who will serve, sell, deliver, and/or dispense alcoholic beverages on behalf of your event.

5. Please describe the manner in which alcohol will be served to your guests to insure compliance with existing laws (check IDs, table service/bar, etc.) and specify the manner by which service of such beverages, if minors are in attendance, will be controlled. Minors are not allowed within the area where alcoholic beverages are dispensed.

Please see attached plans with details

**TOWN OF STOW LIABILITY DISCLAIMER FOR SPECIAL ONE-DAY LICENSE**

By exercising the privileges of this Special One-Day License in serving persons with alcoholic beverages, the Licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this Special One-Day License will be deemed to be acknowledgment that you are aware of this potential liability.

You are encouraged to discuss the risks associated with exercising your privileges of this Special One-Day License and the appropriate precautions to avoid injuries, damage and liability to others with your legal advisor.

The Town of Stow and the Select Board (SB) acting as the Local Licensing Authority shall not be liable to the Licensee or to others if injury or damage shall result from the exercise of this Special One-Day License.

By signing this form, the Applicant acknowledges that they understand and will comply with all applicable liquor regulations set forth by the Alcoholic Beverages Control Commission (ABCC) and the Local Licensing Authority (SB) of the Town of Stow.

Signature of Applicant: Hector Constantzos

Date: Aug 1, 2022

Printed Name: Hector Constantzos

**REQUIRED FORMS TO SUBMIT WITH APPLICATION:**

- o Completed license application for a Special One-Day Liquor License
- o Proof of non-profit status (for One-Day All Alcohol License only)
- o Cash or check fee of \$75.00 (check payable to Town of Stow)
- o Certificate of Liability Insurance (valid copy)
- o CORI application for Event Manager
- o TIPS certifications (or MA approved program) and a list of names of all certified individuals with their training certification expiration dates (training within the last 3 years.)
- o Proof of permission to use facility where event is being held including statement of approval given for the sale/service of alcohol and the occupancy number for location
- o Floor plan (8.5x11 paper) of the event area showing the location and manner in which alcoholic beverages will be served/sold, consumed, delivered, and/or dispensed (for public facilities only)
- o Explanation of event (if there is an event flyer or invitation please attach it)

Return ALL PAPERWORK to the Select Board Office at least thirty (30) days prior to your event.  
Applications received within 30 days may not receive approval in time.

All applications must be reviewed before being placed on the Select Board's agenda.  
 The Select Board usually meets the second and fourth Tuesday of each month.

**IF ALL INFORMATION IS NOT SUBMITTED PRIOR TO THE SELECT BOARD MEETING, FINAL APPROVAL IS CONTINGENT UPON RECEIPT OF ALL REQUIRED DOCUMENTS.**

**Please note:**

If this license is for an event on Town property, authorization and other insurance requirements apply.  
 If this is for a SPECIAL EVENT, a separate application and a 45-day notice is needed.  
 Special Event permit regulations can be found on the Select Board webpage:  
<https://www.stow-ma.gov/select-board/pages/event-permit>

<b><u>For Office Use Only:</u></b>	<b><u>Approval Recommended:</u></b>	<b><u>Not Recommended:</u></b>	<b><u>Comments/Conditions:</u></b>
Police Chief	_____	_____	_____
Fire Chief	_____	_____	_____
Building Inspector	_____	_____	_____

## Joyce Sampson

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**From:** Chief Michael Sallese  
**Sent:** Tuesday, August 2, 2022 12:50 PM  
**To:** Joyce Sampson  
**Cc:** Hector Constantzos; Denise Dembkoski  
**Subject:** Assabet Beer and Food Truck

Hi,

I spoke to Allen Quinn from Amory, Becca Higgins from Bull Spit, and Sterling Street Brewery that all servers are TIPS certified for the event.

Thank you,

*Michael Sallese, Chief of Police  
Stow Police Department  
305 Great Road  
Stow, MA 01775  
978-897-4545*

## Joyce Sampson

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**From:** Cyndie Colosi  
**Sent:** Wednesday, June 15, 2022 2:48 PM  
**To:** selectboard  
**Subject:** RE: Assabet Craft Beer & Food Truck Festival

Thank you Joyce,

I have talked with Hector about the food permits and food trucks and he is aware of the protocol and contacted Bridgette.

I have also forwarded this to Nashoba ( Brigette specifically) so they are in the loop.

Thank you,  
Cyndie

*Cyndie Colosi*  
Executive Assistant  
Stow Board of Health  
380 Great Road  
Stow, MA 01775  
978-897-4592

*Please be advised that the Secretary of the Commonwealth has determined that all email messages and attached content sent from and to this email address are public records unless qualified as an exemption under the Massachusetts Public Records Law (MGLc.4, §7(26)).*

**From:** selectboard <selectboard@stow-ma.gov>  
**Sent:** Wednesday, June 15, 2022 2:30 PM  
**To:** Cyndie Colosi <health@stow-ma.gov>  
**Subject:** FW: Assabet Craft Beer & Food Truck Festival

**From:** selectboard <[selectboard@stow-ma.gov](mailto:selectboard@stow-ma.gov)>  
**Sent:** Thursday, May 26, 2022 1:46 PM  
**To:** Chief Michael Sallese <[policechief@stow-ma.gov](mailto:policechief@stow-ma.gov)>; JP Benoit <[firechief@stow-ma.gov](mailto:firechief@stow-ma.gov)>; Cyndie Colosi <[health@stow-ma.gov](mailto:health@stow-ma.gov)>; Steve Nadeau <[highway@stow-ma.gov](mailto:highway@stow-ma.gov)>; Frank Ramsbottom <[building@stow-ma.gov](mailto:building@stow-ma.gov)>; Kathy Sferra <[conservation@stow-ma.gov](mailto:conservation@stow-ma.gov)>; Jesse Steadman <[planning@stow-ma.gov](mailto:planning@stow-ma.gov)>  
**Cc:** selectboard <[selectboard@stow-ma.gov](mailto:selectboard@stow-ma.gov)>  
**Subject:** FW: Assabet Craft Beer & Food Truck Festival

Hello,

# Assabet Craft Beer & Food Truck Festival



## Location:

- First Parish Church of Stow & Acton (FPC)  
353 Great Road, Stow 01775  
978-897-8149

## Schedule:

- Saturday, September 3, 2022  
12:00 PM – 4:00 PM  
Rain or shine

## Purpose:

- A fundraiser for FPC (tax ID: 04-6058081)
- An opportunity to highlight the craft beers available in our local area
- A family friendly event for FPC to interact with the local community

## Contacts:

Name	Cell Phone	Email	Notes
Hector Constantzos	978-807-9647	<a href="mailto:hconstantzos@gmail.com">hconstantzos@gmail.com</a>	Event Manager
Neil Saunders	978-844-8350	<a href="mailto:neilsaund@verizon.net">neilsaund@verizon.net</a>	Organizer
Dave Sansone	978-340-0784	<a href="mailto:davesansone@msn.com">davesansone@msn.com</a>	Organizer
Scott Feldhusen	508-425-1292	<a href="mailto:scottnmf@gmail.com">scottnmf@gmail.com</a>	Organizer
Margaret Tucker	978-496-4464	<a href="mailto:mstucker@mac.com">mstucker@mac.com</a>	Organizer
Rebecca Stadolnik	978-337-6290	<a href="mailto:rstadolnik@gmail.com">rstadolnik@gmail.com</a>	FPC Safety Person

Attendance: Our goal is to attract 200-500 people.

## Licensing and Permits:

- FPC will apply to the Town of Stow for a one-day liquor license
  - To serve wine, cider, and beer only
- FPC will also apply for an Event Permit
- All alcohol will be poured and served by the Brewers
- Will also have TiPS and Crowd Manager Certified volunteers on hand *Pending*
  - Volunteers will not pour or serve alcohol
- Food trucks will each apply to the Nashoba Board of Health for a food permit *Pending*

## Insurance:

- The congregation's insurance will be the hosting policy
- All vendors will provide their insurance information to be coordinated with the congregation's insurance provider

## Admission and Drink Tickets:

- General Admission:



- Adults: suggested donation of \$5-\$10 per person
- Children 12 and under: no donation
- Alcohol \$5 per drink
- We will accept cash or credit cards for payment

#### Alcohol and Drinks:

- IDs will be checked by TiPS certified volunteers when drink tickets are sold
- Wrist bands will be issued to all attendees aged 21 and over who are purchasing drink tickets
- No alcohol will be served to anyone without a ticket and a wristband
- Individuals will be served no more than 2 drinks at a time
- All alcohol will be poured and served by employees of the individual breweries only
- Only beer, wine, and cider will be served
- Alcohol will be served in these quantities
  - Beer: 10 oz
  - Wine: 5 oz
  - Cider: 10 oz
- There will be TiPS certified volunteers roving around the FPC grounds serving as monitors
- Consumption will be confined to a marked outdoor area
- Water, soft drinks, and non-alcoholic refreshments will be sold by the food trucks

#### Food:

- Food will be provided by the food trucks
- Food will be paid for at the food trucks
- The food vendors will not serve any alcohol
- Each vendor will apply to the Nashoba Board of Health for their own permit
- Tables will be setup in the pavement area in front of the Church for seating
- People will also be able to picnic in the grass area in front

#### Vendors:

- Vendors selling arts and crafts will be available
- They will be setup on the grass along Commons Rd and facing towards the building
- They will not be selling any food or drinks
- They will provide their own tables/tents

#### Music:

- No music will be provided

#### Safety:

- Safety is coordinated with the Town of Stow Safety planners
  - Stow Police Chief
  - Stow Fire Chief

- Stow Building Commissioner
- We will schedule a walk through with the Police Chief, Fire Chief, and Building Commissioner within two weeks of the event
- We are requesting one detail officer from the Stow Police Department
- Stow Police Department will make Common Road a one-way street
- We will have First Aid CPR volunteers available
- We have a megaphone on hand in the event we need to make an announcement outside for the crowds

#### Crowd Control:

- A pedestrian lane will be marked with sawhorses and caution tape along Common Road for people waiting in line to enter the festival
- The front of the church, east parking, and lower parking areas will be defined as an alcohol zone (see site plan)
  - No alcohol will be allowed outside of this area
- Entrance and exit of the area will be restricted to the west end of the driveway in front of the sanctuary
  - It will be easily accessible for all levels of abilities
- The area will be defined in a way that is easy to see, but also easily removed in the case of an emergency
  - We will have volunteers posted to monitor the enclosed area
  - Signs will be posted “No Alcohol Beyond This Point”
  - We will also close off access to the Stow Town Park
- Indoors
  - If we need to allow crowds indoors for inclement weather, we will have 1 crowd manager certified person per 100 people inside to ensure safety

#### Parking:

- Handicapped Parking will be in the spots on the west side of the building (between the church and the library)
- Drivers will be directed to additional parking at
  - Stow Town Building
  - the old Fire Station
  - along Hartley Road
  - Hale Middle School
  - Requested permission from Grace of God Tabernacle to use their parking
- Volunteers will be available on Common Road to direct people to additional locations

#### Bathrooms:

- All bathrooms in the church on the 1<sup>st</sup> floor will be available for use
- The septic system will be emptied before the event

#### Trash:

- Volunteers will collect trash and bring it to two available dumpsters throughout the festival
- Special containers will also be set up for any recyclable items, such as plastic cups
- The dumpsters will be emptied the next weekday

Volunteers:

- We will have TiPS certified volunteers to check IDs and monitor the crowd
- We will also have Crowd Control certified volunteers
- We will recruit all the necessary volunteers for setup, breakdown, parking, ticket sales, ID checks, guest services, kids' games, etc.

Marketing:

- FPC's External Publicity Coordinator will send press releases, articles, event listings, and other information about the Festival to all local media outlets
- The Festival has its own Facebook and Instagram accounts as well as a strong presence on other social networking sites
- Posters and flyers will be posted in all nearby towns for at least a month before the Festival

## Addendum

### Craft Beers, Wine, Cider, & Other Available Drinks:

- Amory's Tomb Brewing (Maynard)
- Bull Spit Brewing (Lancaster)
  - Plus wine and cider
- Sterling Street Brewery (Clinton)
- Soft drinks and water available from the Food Trucks

### Food:

- Lala's Neapolitan-ish Pizza
- Kith & Kin (including gluten-free and vegetarian)
- New City Microcreamery





### Children:

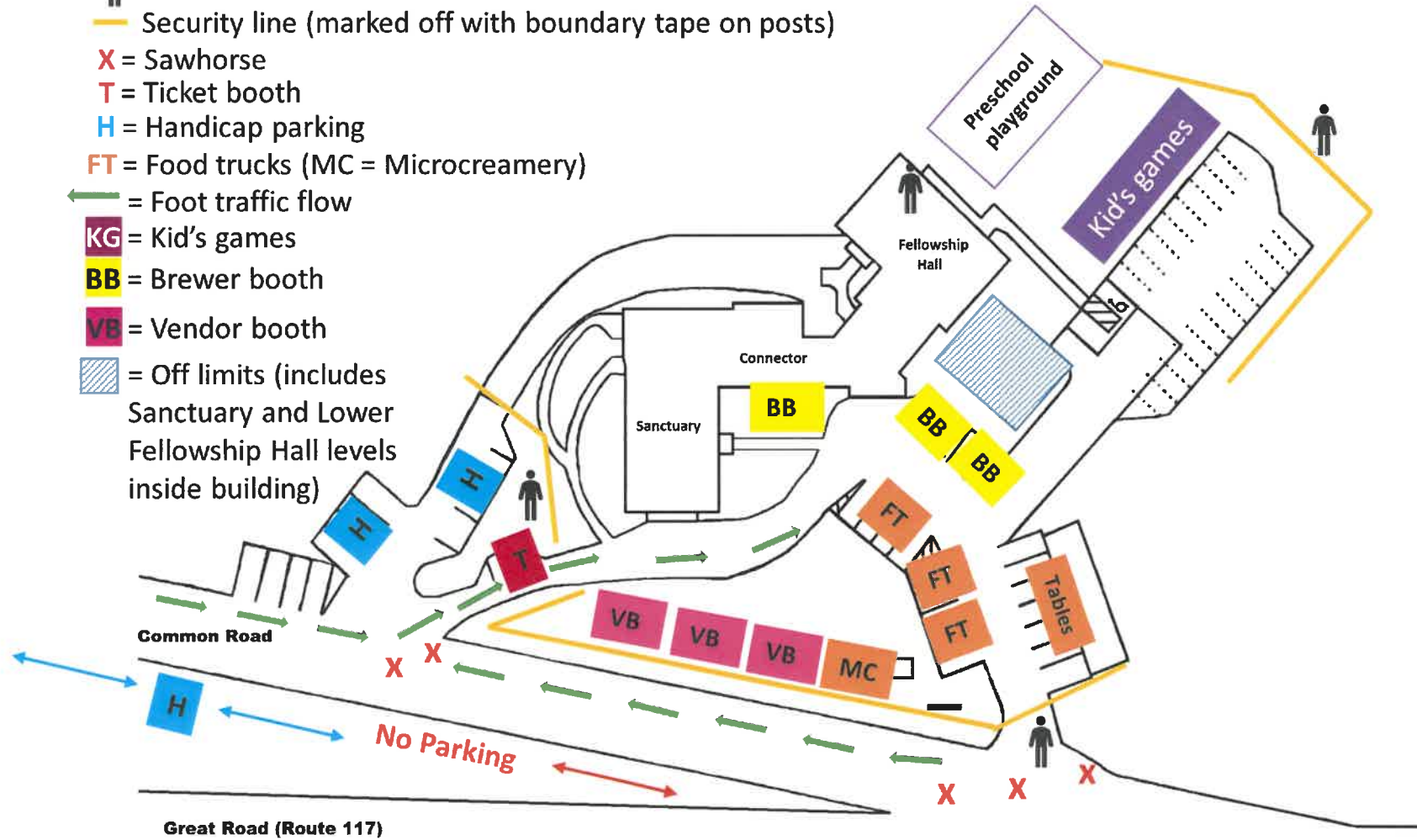
- Games (including cornhole)
- Face painting

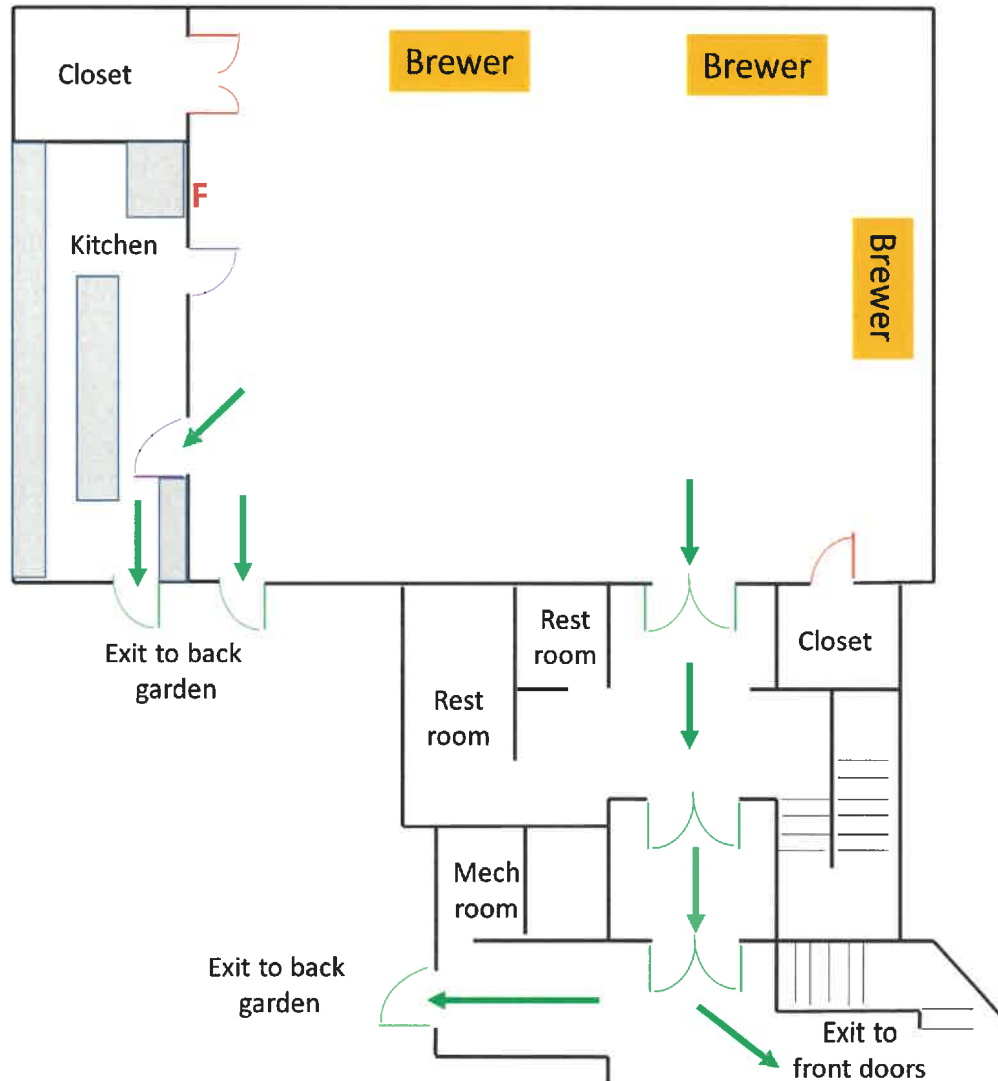
# Assabet Craft Beer & Food Truck Festival

## First Parish Church of Stow and Acton Campus Map

### Key

-  Crowd monitor
-  Security line (marked off with boundary tape on posts)
- X** = Sawhorse
- T** = Ticket booth
- H** = Handicap parking
- FT** = Food trucks (MC = Microcreamery)
-  = Foot traffic flow
- KG** = Kid's games
- BB** = Brewer booth
- VB** = Vendor booth
-  = Off limits (includes Sanctuary and Lower Fellowship Hall levels inside building)





**Key**

**F** = Fire extinguisher

← = Path of egress

**Fellowship Hall Capacity**

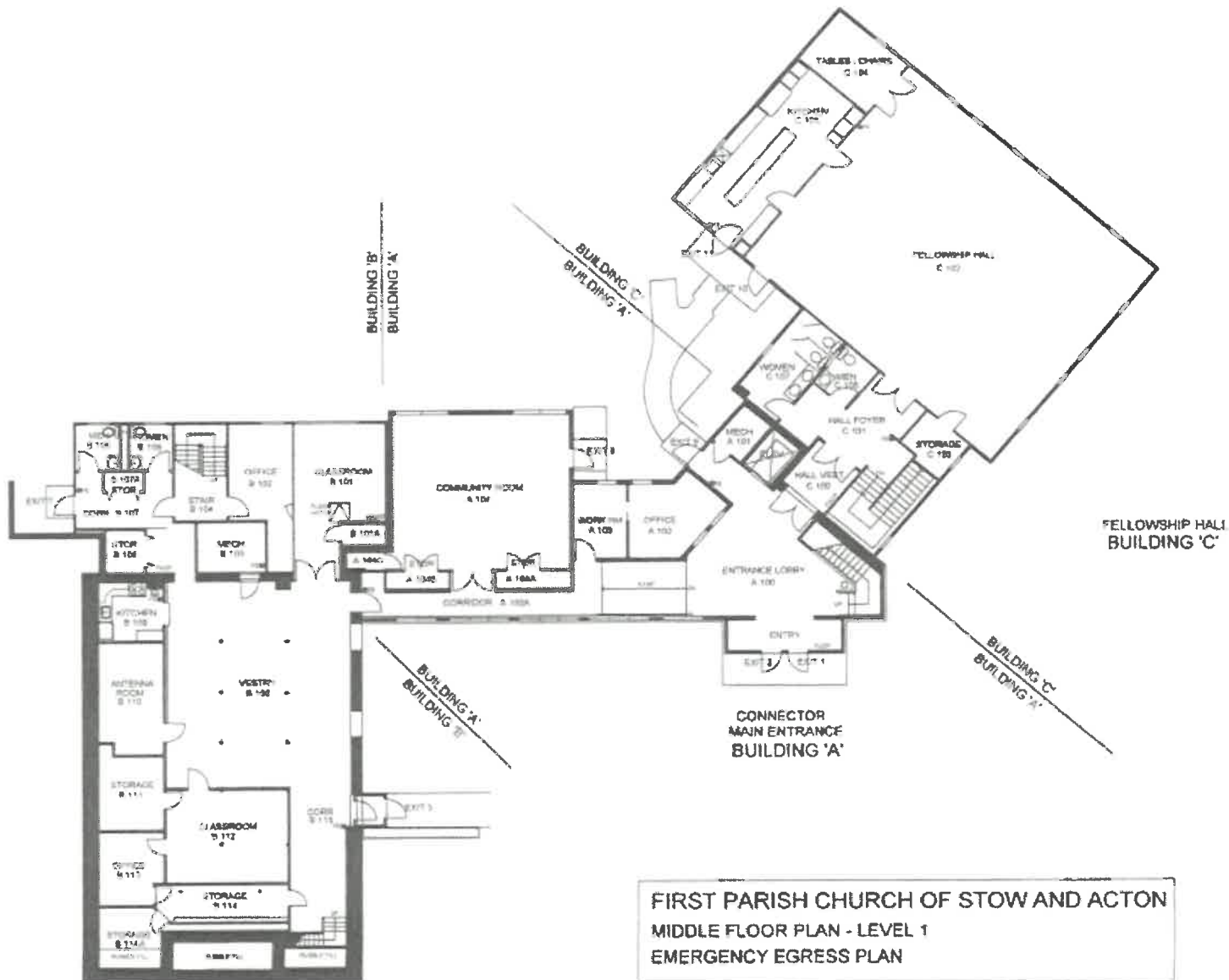
- Standing = 298
- Chairs = 200
- Tables & Chairs = 100

**Community Room Capacity**

- Standing = 84
- Chairs = 60
- Tables & Chairs = 28

**Vestry Capacity**

- Standing = 138
- Chairs = 80
- Tables & Chairs = 46



PARISH CHURCH AND ANNEX  
BUILDING 'B'

FIRST PARISH CHURCH OF STOW AND ACTON  
MIDDLE FLOOR PLAN - LEVEL 1  
EMERGENCY EGRESS PLAN

Fire Extinguisher symbol: ⊗

## Joyce Sampson

---

**From:** Chief Michael Sallese  
**Sent:** Tuesday, July 26, 2022 8:51 AM  
**To:** selectboard  
**Cc:** Denise Dembkoski  
**Subject:** First Parish Church Festival  
**Attachments:** Assabet Festival Public Safety Plan.pdf

Hi,

The First Parish Church will be submitting an event application soon for their beer and food truck festival. Public Safety officials have met with the organizers and have developed our plan and recommendations. I have attached the operation plan and recommend to the Board when they vote on the event to add in public safety recommendations.

If anything, further is needed please let me know.

Thank you,

*Michael Sallese, Chief of Police  
Stow Police Department  
305 Great Road  
Stow, MA 01775  
978-897-4545*





**Town of Stow  
POLICE DEPARTMENT**

305 Great Road  
Stow, Massachusetts 01775

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

Michael Sallese  
Chief of Police

**STOW POLICE DEPARTMENT  
OPERATIONAL PLAN**

**305 GREAT ROAD  
STOW, MA 01775  
978-897-4545**

**TRAFFIC/SAFETY PLAN**

Prepared by Chief Sallese, Fire Chief Benoit, Building Commissioner Ramsbottom, Hector Constantzos, Neil Saunders, Rebecca Stadolnik, Dave Sansone, Scott Feldhusen

**Assabet Craft Beer & Food Truck Festival**  
**September 3, 2022**

The First Parish Church (FPC) of Stow and Acton are hosting a fundraiser on September 3, 2022 from Noon to 4pm (rain or shine) at 353 Great Road, Stow. This fundraiser is planned as a family friendly event for members of the community to interact with the local church. The fundraiser also is an opportunity to highlight craft beers (alcohol) and local food trucks.

**Participants:**

- The goal for the event is to attract between 500-750 people. FPC plans on having many volunteers on site to assist with this event.

**Pre-Event Permits Obtained by FPC:**

- Liquor License from Board of Selectmen

**Pre-Event Permits Obtained by Vendors:**

- Liquor License for Brewers who will be serving at event from ABCC
- Food Permit for Food Trucks who will be serving at event from Board of Health

**Pre-Event Insurance:**

- FPC will be the hosting policy
- All vendors will provide their insurance coverage to FPC prior to event

### **Pre-Event Department Meetings:**

- FPC will meet with Public Safety Coordinators prior to event to address concerns by each department, such departments shall include but are not limited to:
  - Fire Department
  - Board of Health
  - Building Department
  - Police Department
- Pre-Event Walkthrough required with the Fire Chief and Building Commissioner

### **Details:**

- One Detail Officer is required for this event.

### **Event Day Parking/Road Closures:**

- Road Closures
  - Common Road from Great Road to just east of Library
  - Barriers will be dropped off by the Stow Highway Department Friday
  - Detail officer will put Road Closed Barriers up at Noon and will take down at 4pm
- Stow Police will Close Road on Waze and Google Maps in that area during time of event
- No Parking Signs will be posted by Stow Police on Friday Evening
  - South side of Common Road from Great Road to End of FPC Property
  - Crescent St from Great Road to Library Hill Road
  - Crescent St from Library Hill Road to Old Highway Barn
  - Great Road West Bound from Old High Rock Church to Common Road
  - East Side of Hartley Road
  - Ministers Way
- Parking Areas
  - Town Building
  - Old Fire Department
  - Center School (both front and rear)
  - Hartley Road (South side away from school against wall)
  - Old High Rock Church (FPC Event Parking signs to be posted to keep park open)
  - Limited Parking at Old Highway at Crescent St
  - Limited Parking at Stow Police Station (Ten spaces)
  - Handicap Parking
    - All Posted Handicap Spaces
    - South Side of Common Road from Great Road to Closure will be posted for Handicap by Stow Police
- Detail Officer and FPC Volunteers to help direct people to parking areas
- On-duty Patrol Officers will monitor the area for any traffic issues and relay information to the Detail officer who if needed to will notify volunteers/coordinator

### **Entrance/Admission:**

- Entrance to Fair will be a single point entrance on the closed portion of the FPC Parking lot
- General Admission:
  - Adults: suggested donation of \$5-\$10 per person
  - Children 12 and under: no donation
- Alcohol Tickets will be available here, further described below under **Alcohol Section**
- Payment for tickets will be cash or credit card.
  - FPC will be responsible for the security of their money. Unless requested by the coordinator Detail Officer will not be providing money security. If requested, Detail Officer will only offer security and will not carry, hold, touch or take into custody any money or receipts.

### **Music/Noise Control:**

- If complaints are made to the Police Department, Dispatch will advise the Detail Officer of the complaint. Detail Officer will make the reasonable judgment if the music/noise is too loud. If the Detail Officer determines the music is unreasonable for a Saturday Afternoon then the Officer will inform the coordinator who will have the music turned down.
- All music should be completed by the end of the event/or shortly there after.

### **Food:**

- Most food will be provided by Food trucks
- Food Truck Parking Location will be in line with the recommendations set up by the Stow Fire Department
- Vendors responsible for security of their transactions
  - Stow Police will NOT be providing money drop security
- Each food vendor and FPC will adhere to the rules and regulations under Massachusetts Law, Town of Stow, and the Stow Board of Health.

### **Alcohol and Drinks:**

- All alcohol Vendors will be set up and serving on FPC Property, within marked area
- All alcohol servers will be TIPS Certified
- The following vendors will be serving alcohol as defined in Massachusetts General Law C138, s1:
  - Amory's Tomb Brewing from Maynard (State License Number FB-LIC-000192)
  - Bull Spit Brewing from Lancaster (State License Number FB-LIC-000251)

- Sterling Street Brewery from Clinton (State License Number FB-LIC-000290)
- \$5 per drink ticket for a 10 oz beer, 5 oz wine, or a 10 oz cider
  - Tickets and wristbands will be sold at the entrance to the Festival
- Payment for tickets will be cash or credit card.
  - FPC will be responsible for the security of their money. Unless requested by the coordinator Detail Officer will not be providing money security. If requested, Detail Officer will only offer security and will not carry, hold, touch or take into custody any money or receipts.
- Volunteers to Check ID's
  - All Volunteers Checking ID's must be TIPS- Trained
  - Patrons confirmed over 21 will be given wrist bands
    - Volunteers who question an ID may contact Detail Officer for assistance
- NO ALCOHOL TO ANYONE UNDER 21
- NO ALCOHOL TO ANYONE WITHOUT A WRISTBAND
- Volunteers/Monitors that are helping with keeping people safe during their allotted time will be sober and not drinking alcohol.
- Volunteers observing any patron seen giving alcohol and/or wrist bands to under age individuals will notify the detail officer.

*Detail officer will investigate and use discretion guided by the policy and procedure of the Stow Police Department when handling alcohol violations. Anyone found giving alcohol and/or wrist bands to under age individuals will be documented by the detail officer even if no charges are filed.*

- Volunteers will look for signs of intoxicated patrons and will report those individuals to the organizer and detail officer.

*Detail officer will use discretion guided by the policy and procedure of the Stow Police Department when handling an over intoxicated individual. Anyone removed (ie placed into protective custody, transported to the hospital, or taken by a friend or family) will be documented by the detail officer in a written report.*

- Consumption Area for Alcoholic Beverages
  - The area inside the FPC and the surrounding property owned by the FPC are available, as this will be the licensed areas.
  - No alcoholic beverages are allowed on any public way (which include but are not limited to Common Rd, Great Road, Library Hill Road, Crescent St ) or any public land (which include but are not limited to Lower Common, Library, sidewalks, High Rock Parking Lot, Community Park) as per Town of Stow By-Law Article 6 Section 25.

- Clearly marked signs posted at the edge of the FPC Property and near the trail to High Rock parking area will be posted by the organizer or designee which state “**No Alcohol Beyond this Point**”

**Crowd Control:**

- All organizers, alcohol monitors be certified as Crowd Mangers

<https://www.mass.gov/service-details/crowd-managers>

- All entrances/exits to buildings as per the recommendations of the Stow Fire Department and Stow Building Department
- Any use of fencing to contain an area will be under the recommendations of the Stow Fire and Building Departments
- All Volunteers will be reminded to dial 911 in any emergency

**Patrol Cars:**

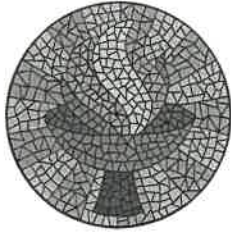
- Detail Officer will take a fully marked police vehicle to this detail

**Notifications:**

*One week prior, one day, and the morning of the event, Stow Police Department will Facebook, Twitter the event with potential traffic delays to public.*

**Contacts:**

<b>Name</b>	<b>Cell Phone</b>	<b>Email</b>	<b>Notes</b>
Hector Constantzos	978-807-9647	<a href="mailto:hconstantzos@gmail.com">hconstantzos@gmail.com</a>	Event Manager
Neil Saunders	978-844-8350	<a href="mailto:neilsaund@verizon.net">neilsaund@verizon.net</a>	Organizer
Dave Sansone	978-340-0784	<a href="mailto:davesansone@msn.com">davesansone@msn.com</a>	Organizer
Scott Feldhusen	508-425-1292	<a href="mailto:scottnmf@gmail.com">scottnmf@gmail.com</a>	Organizer
Margaret Tucker	978-496-4464	<a href="mailto:mstucker@mac.com">mstucker@mac.com</a>	Organizer
Rebecca Stadolnik	978-337-6290	<a href="mailto:rstadolnik@gmail.com">rstadolnik@gmail.com</a>	FPC Safety Person



## FIRST PARISH CHURCH OF STOW AND ACTON

353 Great Road, Stow, Massachusetts 01775

[www.fpc-stow-acton.org](http://www.fpc-stow-acton.org) • (978) 897-8149

Rev. Dr. Cynthia L. Landrum, Minister

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June 30, 2022

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

To Whom It May Concern:

This letter confirms that in fall of 2020, the Board of First Parish Church of Stow and Acton approved the concept of a group of church volunteers holding a Beerfest on our church grounds as a fundraiser for the church. While planning continued, the pandemic delayed actual conduct of the fundraiser. In February of 2021, the Board reconfirmed that the Beerfest committee could hold a fundraiser at our church with a potential target date of September 2022.

The Board continues to meet with the Beerfest committee and supports their efforts to conduct this unique fundraiser on the church grounds.

Let me know if you have any questions.

Sincerely,

Sharon Brownfield  
President, Board of Trustees

CC: The Rev. Dr. Cynthia Landrum, Minister  
Hector Constantzos  
Neil Saunders  
Dave Sansone



*Commonwealth of Massachusetts*  
*Executive Office of Public Safety and Security*  
*Department of Fire Services*  
*Office of the State Fire Marshal*



**Certificate of Completion**

*This certifies that*

Constantzos Hector

*Successfully completed the Crowd Manager Training Program*

*In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager*

Date issued: February 26, 2020

Expires: February 26, 2023

Certificate #: eU0EGpSDkklzWln

**Peter Ostroskey**

State Fire Marshal

# Certificate of Completion

This Certificate of Completion of  
**eTIPS Concessions 3.0**  
For coursework completed on February 21, 2020  
provided by Health Communications, Inc.  
is hereby granted to:

**Hector Constantzos**

Certification to be sent to:

**34 Meeting House Ln Apt 316  
Stow MA, 01775-2140 USA**



HEALTH COMMUNICATIONS INC.



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.



**CERTIFICATE OF LIABILITY INSURANCE** ISSUE DATE (MM/DD/YYYY)  
08/02/2022

**PRODUCER** 800-236-4252  
 MARKEL SERVICE INCORPORATED  
 P O BOX 906  
 PEWAUKEE, WI 53072-0906

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**INSURED** **Event Date:** 09/03/2022  
 FIRST PARISH CHURCH OF STOW AND ACTON  
 HECTOR CONSTANTZOS  
 353 GREAT RD  
 Stow, MA 01775-2100

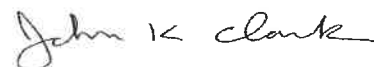
**INSURERS AFFORDING COVERAGE**  
**INSURER A:** Markel American Insurance Company  
**HONOREE(S)**

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE ABOVE NAMED INSURED FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HOST LIQUOR INCL. <input checked="" type="checkbox"/> TPPD GENERAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	[REDACTED]	09/03/2022	09/03/2022	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$1,000,000
					MED EXP (Any one person)	Excluded
					PERSONAL INJURY	\$1,000,000
					GENERAL AGGREGATE	\$1,000,000
					DAMAGE TO RNTD PROP	\$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Each Accident)	
					BODILY INJURY (Per Person)	
					BODILY INJURY (Per Accident)	
					PROPERTY DAMAGE (Per Accident)	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY-EA ACCIDENT	
					OTHER THAN EA ACC	
					AUTO ONLY: AGG	
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	
					AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU	OTHER
					E.L. EACH ACCIDENT	
					E.L. DISEASE-EA EMPLOYEE	
					E.L. DISEASE-POLICY LIMT	
	OTHER					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 The Certificate Holder is included as an insured under the Hosting Facility Liability Coverage, but only in respects to claims arising out of the negligence of the Named Insured.  
 If the event continues past 12:00 a.m., at the location named on Declarations Page, such continuation shall be considered as the event date. Event includes set up and break down and the scheduled rehearsal or rehearsal dinner scheduled within 48 hours of the event if the event is a wedding. Set up and break down means decoration and removal of decoration at the event location that occurs no more than 24 hours prior to the event and 24 hours after the event.

**CERTIFICATE HOLDER**  
 FIRST PARISH CHURCH OF STOW AND ACTON  
 353 GREAT RD  
 Stow MA 01775

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
**AUTHORIZED REPRESENTATIVE**  




# MARKEL AMERICAN INSURANCE COMPANY

P.O. Box 906, Pewaukee, Wisconsin 53072-0906

(800) 236-2862 [www.markelamerican.com](http://www.markelamerican.com)

## Special Event Liability Insurance Policy Declarations Page

<b>Policy Number:</b> [REDACTED]	<b>Date of Issue:</b> 08/02/2022	<b>Event Date:</b> 09/03/2022
<b>Policy Period:</b>	09/03/2022	
<b>Named Insured:</b>	FIRST PARISH CHURCH OF STOW AND ACTON	
<b>Mailing Address:</b>	HECTOR CONSTANTZOS 353 GREAT RD Stow, MA 01775-2100	
<b>Honoree(s):</b>		
<b>Insured Event:</b>	Business or Organization Event	
<b>Policy Premium:</b>	\$263	
<b>Surcharges and Taxes</b>	\$0.00	
<b>Multi Policy Discount</b>	Not Applicable	
<b>Total:</b>	\$263.00	
<b>Event Location 1:</b>	FIRST PARISH CHURCH OF STOW AND ACTON 353 GREAT RD Stow MA 01775	
Hosting Facility Insured Extension: <input checked="" type="checkbox"/> <i>(coverage applies if box checked)</i>		
<b>Event Location 2:</b>		
Hosting Facility Insured Extension: <input type="checkbox"/> <i>(coverage applies if box checked)</i>		
<b>Event Location 3:</b>		
Hosting Facility Insured Extension: <input type="checkbox"/> <i>(coverage applies if box checked)</i>		
<b>Policy Coverage</b>	<b>Limit:</b>	<b>Deductible:</b>
General Aggregate	\$1,000,000	\$0
Each Occurrence	\$1,000,000	\$0
Property Damage	Included	\$1,000
<b>Administered by:</b>	MARKEL SERVICE INCORPORATED P O BOX 906 PEWAUKEE, WI 53072-0906	
Agency 90700 - 0000004 800-236-4252		
For Policy Questions Call Toll Free:	800-236-4252	
For Claims Call Toll Free:	800-236-3113	
<b>Policy Form(s):</b>	EVL100-0708,EVL129-0904,,MIL1214MA-0917,	
<b>Countersignature (if required):</b>		

Forms and endorsements made a part of this policy at inception are those which numbers are entered above.  
EVL102-0708

Permits for the  
Lake Boon Water Carnival  
Saturday, September 3, 2022  
9:30 a.m. – 4:30 p.m.

David Gray,  
Lake Boon Association



# Town of Stow

## Special Event Permit

This is to certify that, on Tuesday, August 9, 2022, the Select Board voted:

That David Gray, as a representative of the Lake Boon Association, is granted permission to hold the Lake Boon Water Carnival on Saturday, September 3, 2022, beginning at 9:30 a.m. to approximately 4:30 p.m. as described in the application materials, and contingent upon the following:

- 1) That arrangements are made with the Police and Fire Departments for the appropriate number of detail personnel (*contact Chief Michael Sallese at the Stow Police Department at 978-897-4545 and Chief JP Benoit at the Stow Fire Department at 978-897-4537*);
- 2) That a certificate of general liability insurance naming the Town of Stow as additional insured be provided to the Select Board office prior to the event;
- 3) That any signs, tents, platforms, staging, structures, and electrical work be permitted and inspected by the Building Department prior to the event (*contact the Building Department at 978-897-2193*);
- 4) That if portable restroom facilities are used, the contract be provided to the Board of Health prior to the event. (Note: Per Code of Massachusetts Regulations Title 521 Sec 30.1.2, at least 5% but not less than one accessible toilet unit shall be installed and identified by the International Symbol of Accessibility);
- 5) That any snacks are prepackaged, or a permit has been obtained from the Board of Health, and;
- 6) That the organizers participate in any public safety meeting required for the event and all requirements discussed at the meeting are met;
- 7) These stipulations, made upon approval, have been met:
  - A Temporary Food Establishment Permit has been provided;
  - No amplified music during Lake Boon quiet hours.

### SELECT BOARD

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Megan Birch-McMichael, Chair

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Ellen S. Sturgis, Clerk

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Cortni Frecha

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Ingeborg Hegemann Clark



# TOWN OF STOW

## Special Event Permit Application

Permit fee is \$0 for non-profit organizations and \$50 for for-profit organizations.

### Applicant and Sponsoring Organization Information

Name of Organization / Sponsor: Lake Boon Association  Non-Profit  Profit  
Address: 178 Barton Rd City: Stow State: MA Zip: 01775  
Tax ID #: 22-2907604 Applicant name: David Gray  
Phone: 781 856 5158 Email: grayscale@earthlink.net  
Web Site: www.lakeboon.ort  
Event Manager: David Siewierski Contact Info: 978 875 0154 siewierski@darkhold.com  
Other Contact person/s: \_\_\_\_\_ Contact Info: \_\_\_\_\_

### Event Information

Event Type:  Run/Walk\*  Rally  Parade  School Event  
 Concert  Festival  Political Event  Food Truck

Other (specify) \_\_\_\_\_

Event Title: Annual Lake Boon Association Water Carnival

Start Date & Time(s): 9/3/22 9:30am End Date & Times(s): 9/3/22 4:30pm Rain Date & Time(s): \_\_\_\_\_

Estimated Attendance: # 100 Admission Fee: 0

Open to the Public:  Yes  No

Requested Location:  Community Park  Center Park  Pompo Field

Check all that apply  Pine Bluffs  Pompositicut Community Center  Town Forest

Street (specify): \_\_\_\_\_

Other (specify): \_\_\_\_\_

Set Up Date/Time: 9/3/22 9:00am Break Down Date/Time: 9/3/22 5:00

\* A route map is required at time of submission for a walk/run

## Event Details

Please indicate whether the following items pertain to your event.

YES	NO	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Food Concession and/or Food Preparation
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Please specify method: <input checked="" type="checkbox"/> Propane Gas <input type="checkbox"/> Electric <input type="checkbox"/> Charcoal <input type="checkbox"/> Catered Other: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alcohol served – Requires approval from the Select Board
<input type="checkbox"/>	<input checked="" type="checkbox"/>	First Aid Facility(ies) and Ambulance (s)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Banner(s) and/or Sign(s) – requires prior approval
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Street Closure(s) - list streets: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Amplified Sound - If yes please indicate Start Time _____ End Time _____ The Town of Stow will require additional information on this item and may require an Entertainment License be applied for and acquired.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will your event have Pyrotechnics? - requires prior approval of the Fire Department
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will your event have animals? If yes, specify: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will your event require lights? If so, specify hours: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will you set up table(s) and/or chair(s)? Approximate number? <u>4 tables</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fencing, Barrier(s) and/or Barricade(s), Traffic Cones
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does your event require electricity? Source: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Booth(s) Exhibit(s), Display(s) and/or Enclosure(s)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Canopy (ies) and or Tent(s) - describe dimensions: <u>2 x 12' x 12' shade canopies</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Scaffolding, Bleacher(s), Platform(s), Grandstand(s) or related structure(s)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Container(s) and/or Dumpster(s)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Toilet(s) – approximate number/vendor: <u>Pine Bluffs - existing permanent</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will you be holding a raffle at your event? Describe: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Vehicle(s) and/or Trailer(s) - approximate number: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sleeping Trailer(s) and/or other accommodations
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stage(s) - indicate dimension: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Entertainment - describe: <u>Magician or similar for children</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Amusement Rides - list and describe: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Inflatable Device(s) - list and describe: _____

## Other Permits

Please note that all components of the event are subject to approval by the Select Board and may also require approval by and/or permit(s) from other Town departments. It is the responsibility of the applicant to secure all necessary Town of Stow permits, and to submit any payment required for permits.

## Insurance Requirements

Evidence of Insurance will be required before final permit approval. Please provide a Certificate of Insurance, which shows a minimum of \$1,000,000.00 in Commercial General Liability Insurance and a Policy Endorsement, which indemnifies and holds harmless the Town of Stow, and all of its agencies and departments. The Town of Stow shall be named as an additional insured for the date/event. Some events may require a higher limit of insurance. Permittee must list the aforementioned parties as additional insured on their Certificate of Insurance. Each event is evaluated on its risk exposure. Any and all damages resulting from the event are the responsibility of the permittee and the permittee will work through designated staff to determine the most appropriate means for repair. The Town of Stow is not responsible for any accidents or damages to persons or property resulting from the issuance of this permit.

## Affidavit of Applicant

My signature below indicates that everything I have stated in this application is correct to the best of my knowledge. I have read, understand and agree to abide by the policies, rules and regulations of the Town of Stow as they pertain to the requested usage. The permit, if granted is not transferable and is revocable at any time at the absolute discretion of the Select Board (or designee). All programs and facilities of the Town of Stow are open to all citizens regardless of race, sex, age, color, religion, national origin or disability.

Signature of Applicant: David Gray Date: 7-30-2022

Printed Name: David Gray Fee Paid: \_\_\_\_\_

**Pine Bluffs Recreation Area  
LBA Water Carnival Layout  
Sept 3, 2022**

**Parking**

**Field Events**

**Entertainment**

**Lunch  
Service**

**Swimming &  
Beach Events**

Go

**Subject:** RE: Lake Boon Water Carnival this Sept  
**From:** Chief Michael Sallese <policechief@stow-ma.gov>  
**Date:** 7/26/2022, 7:51 AM  
**To:** David Gray <grayscale@earthlink.net>  
**CC:** David Siewierski <siewierski@darkhold.com>, selectboard <selectboard@stow-ma.gov>

Hi David,

As in years past the Stow Police will be able to have the Patrol Boat on the water to assist the public during the Water Carnival on Labor Day Weekend. I have already been speaking with Officer Beckwith who is the Lake Boon Patrol Officer, he is aware of the weekend events and will be out on the lake during the event times.

If you need anything further, please let me know.

Fingers crossed for good weather. Thank you,

*Michael Sallese, Chief of Police*  
*Stow Police Department*  
*305 Great Road*  
*Stow, MA 01775*  
*978-897-4545*

**From:** David Gray <grayscale@earthlink.net>  
**Sent:** Monday, July 25, 2022 12:38 PM  
**To:** Chief Michael Sallese <policechief@stow-ma.gov>  
**Cc:** David Siewierski <siewierski@darkhold.com>  
**Subject:** Lake Boon Water Carnival this Sept

Dear chief Sallese,

The Lake Boon Association will be holding its annual Water Carnival, Labor Day weekend, Sept 2-4. In the past Stow Police have patrolled during at least the first two events. We would appreciate it if you can continue to provide similar presence on the lake for these events this year.

1. "Lighting of the Lake/Music Boat" is scheduled for Sept 2nd, Friday night 7:30 - 11:00 pm beginning from the 1-2 basin narrows and going around the first (northern) basin first. A number of residents in their boats follow the music boat slowly around the perimeter of the lake.
2. Canoe races will be held Sept 4th, Saturday morning 9:30 - 11:00 am, running between Pine Point and the town beach. This is not during quiet hours so boaters are requested to stay clear of this path.
3. The Boat Parade will be held Sept 4th, Sunday afternoon 2:15 - 4:30 pm during quiet hours, beginning at the basin 1 narrows buoy and moving slowly around the perimeter of the lake.

With the new Town administration, we are being asked to obtain a response from your department early for the new town event permitting.

Thank you for your consideration.

David Gray  
Lake Boon Association  
c 781 856 5158



## Joyce Sampson

---

**From:** Captain Barry Evers  
**Sent:** Friday, August 5, 2022 9:33 AM  
**To:** Joyce Sampson  
**Subject:** Re: Lake Boon Assoc Water Carnival Permit Application

Hi Joyce,

The Fire Department will be providing a Fire/EMS presence on the lake during the event. Our boat will be on the water assisting Stow Police with public safety.

Please contact me with any questions.

Barry Evers  
Captain  
Stow Fire Department  
978-897-4537



Life Safety ~ First Priority

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**From:** Joyce Sampson <jsampson@stow-ma.gov>  
**Sent:** Thursday, August 4, 2022 3:06 PM  
**To:** Captain Barry Evers <c1fire@stow-ma.gov>  
**Subject:** FW: Lake Boon Assoc Water Carnival Permit Application

Hi Captain,

Do you have any comments or concerns for the annual Lake Boon Water Carnival? The Select Board will be reviewing and issuing a permit on Tuesday for the Saturday event at Pine Bluff. Thank you!

Best regards,  
Joyce

**From:** Joyce Sampson  
**Sent:** Monday, August 1, 2022 10:12 AM

**Subject:** Statement #826787 for Stow Recreation Department  
**From:** "Stow Recreation" <noreply@receipts.myrecdepartment.com>  
**Date:** 7/25/2022, 3:13 PM  
**To:** "grayscale@earthlink.net" <grayscale@earthlink.net>  
**CC:** "Stow Recreation" <recreation@stow-ma.gov>



**Stow Recreation Department**

509 Great Rd., Stow, MA 01775 • P: 978-637-2984 • F: (978) 897-0486  
 recreation@stow-ma.gov • <http://stowma.myrec.com/>

Invoice: 826787 • Date: 07/25/2022 • Invoice Total: \$0.00

**Lake Boon Association (David Gray)**  
 12 PINE POINT RD  
 STOW, MA 01775  
 (781) 856-5158 • grayscale@earthlink.net

Item	Fee	Adjust	Paid	Balance
Lake Boon Water Carnival Permit #: 1998 for David Gray	\$0.00	\$0.00	\$0.00	\$0.00
Forms & Links <a href="#">Stow facilities permit and policies</a>		Location Pine Bluff		
Dates Saturday, September 03, 2022 Total Days: 1 Rental Fee: \$0.00 Flat	Times 08:00 AM - 05:00 PM Total Hours: 9.00 Fee: \$0.00	Location Pine Bluff - Pine Bluff Beach		

Subtotal	Adjustments	Total Cost	Total Paid	Total Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Created on 7/25/2022 3:13:43 PM by Laura Greenough  
 Sent on 7/25/2022 3:13:49 PM (65fa5ae2-5e33-48e4-85e9-ac74391ad5de)

## Joyce Sampson

---

**From:** David Gray <grayscale@earthlink.net>  
**Sent:** Monday, August 1, 2022 10:16 AM  
**To:** Joyce Sampson  
**Cc:** David Siewierski  
**Subject:** Re: Lake Boon Assoc Water Carnival Permit Application

That is correct; there is no music entertainment planned for that Saturday.

However, there will be our usual "Lighting of the Lake" with residents' luminaries placed along their shore lines and music boat with band touring the lake the night before, Sept 2nd from 7:30 - 10:30 pm--see the request for Police patrol during this event. Many residents have extra guests for the occasion and look forward to the music boat coming past their waterfront. Because it moves through the lake no one is subject to it continuously.

Dave



On 8/1/2022 9:53 AM, Joyce Sampson wrote:

Hello,  
We would just like to clarify that the entertainment is a magician or similar, and no music?

I am sending the application to the appropriate departments today, and I am tentatively scheduling this for the Tuesday, August 9<sup>th</sup> Select Board meeting.

No apology needed, but thank you!

Best regards,  
*Joyce*

**From:** David Gray <[grayscale@earthlink.net](mailto:grayscale@earthlink.net)>  
**Sent:** Friday, July 29, 2022 10:55 PM  
**To:** Joyce Sampson <[jsampson@stow-ma.gov](mailto:jsampson@stow-ma.gov)>  
**Cc:** selectboard <[selectboard@stow-ma.gov](mailto:selectboard@stow-ma.gov)>; David Siewierski <[siewierski@darkhold.com](mailto:siewierski@darkhold.com)>  
**Subject:** Lake Boon Assoc Water Carnival Permit Application

Hello Joyce,

Apologies for the later than requested submission timing. Attached are the permit application documents for the Lake Boon Association Annual Water Carnival to be held Sept 3rd of Labor Day Weekend. Of course our swimming events may be cancelled and replaced with more land-based activities if hazardous algae conditions are present at that time. Please let us know when this will come before the Select Board.

Regards,

David Gray  
Lake Boon Association Treasurer  
m 781 856 5158

On 7/14/2022 10:40 AM, Joyce Sampson wrote:

Hello,  
The Select Board approved the Special Event Permit Regulations at Tuesday's meeting. I have attached the file for your convenience.

The information is similar to what I emailed to you last year; this packet now includes all the information and requirements in one document with a 2-page application.

Please reach out with any questions. Thank you!

Best regards,  
*Joyce*

Joyce Sampson | Executive Assistant  
Town Administrator & Select Board Office  
Town of Stow | 380 Great Road | Stow, MA 01775  
978-897-4515 | [www.stow-ma.gov](http://www.stow-ma.gov)

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[Follow us on Twitter](#)

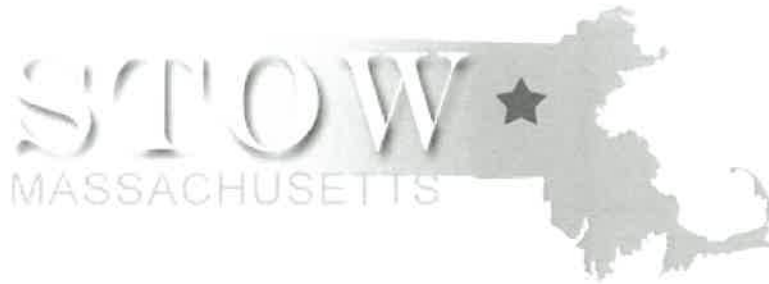
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# Joint Board Discussion with the Planning Board and the Economic Development and Industrial Committee (EDIC)

- Review Current Charge of EDIC
- Discuss Amendments to the Charge for EDIC
- Goals and Reporting Structure



Published on *Stow MA* (<https://www.stow-ma.gov>)

[Home](#) > [Boards](#) > Economic Development and Industrial Commission

## Economic Development and Industrial Commission

### Mission

The Stow Economic Development Committee will support new and existing businesses, identify needs and action steps to further opportunities in Stow, and work with residents to better understand the most appropriate types of business development. To accomplish these goals the Economic Development Committee will welcome new businesses to Stow by streamlining the understanding of local regulations, act as liaison between business interests and the Town government and develop baseline information and studies on Stow's evolving economic condition.

### Staff Contacts:

Jesse Steadman  
Malcolm Ragan

**Phone:**  
(978) 897-5098

### Address

380 Great Road  
Stow, MA 01775  
United States  
See map: [Google Maps](#)

### When:

2nd and 4th Thursday each month

### Time:

5:30 pm

## Commission Members

Name	Term Expires	Title
Tom Farnsworth	2024	Chair
Kevin Whalen	2026	

**Establishment of/Appointments to the Economic Development and Industrial Commission (EDIC)**

The Board called all applicants forward and spoke with each applicant regarding their interest in serving on the EDIC and noted the experience and skill that each might contribute.

*Mr. Salvie moved, and Mr. Burke seconded, to establish the Economic Development and Industrial Commission, with the following duties and purpose and it was passed unanimously.*

**VOTED: (5-0) In favor (Mr. Burke, Mr. Hawkes, Mr. Kern, Mr. Ryan and Mr. Salvie.)**

The Economic Development and Industrial Commission (EDIC) performs functions, consistent with M.G.L. Chapter 40, Section 8A. Initial goals of the EDIC will include working towards broadening economic development potential of the community by engaging various business owners in communicating business interests to Town Boards and Committees, evaluating policy and planning initiatives, and promoting Stow's economic development potential. Members of the EDIC will work closely with town committees involved in business, industrial and commercial planning efforts, as well as offer input and guidance on economic development prospects throughout Stow.

*Mr. Salvie also moved, and Mr. Burke again seconded, to appoint the following, all members of EDIC who are residents or business owners in the Town of Stow, as Special Municipal Employees who will serve the following terms:*

Mannie Afonso, for a 1-year term, ending June 30, 2015

Andrew Bluestein, for a 2-year term, ending June 30, 2016

Robert Collings, for a 3-year term, ending June 30, 2017

Richard Eckel, for a 4-year term, ending June 30, 2018

Thomas Farnsworth, for a 5-year term, ending June 30, 2019

Serena Domolky Howlett, for a 1-year term, ending June 30, 2015

Kevin Whalen for a 2-year term, ending June 30, 2016

*It was passed unanimously.*

**VOTED: (5-0) In favor (Mr. Burke, Mr. Hawkes, Mr. Kern, Mr. Ryan and Mr. Salvie.)**

Note: Terms are arranged so that the terms of approximately one fifth of the members will expire each year, and their successors shall be appointed for terms of five years each.

## Denise Dembkoski

---

**From:** Lori Clark <loriclark@icloud.com>  
**Sent:** Wednesday, July 20, 2022 10:59 AM  
**To:** Denise Dembkoski  
**Subject:** Re: EDIC

Hi Denise,

That timing should work for us. I will look to have the PB provide input. I would like to attend, but need to check our agenda on the 9th. Do you think it would be possible to schedule this discussion at a specific time so we could juggle our agenda?

Lori

On Jul 20, 2022, at 10:06 AM, Denise Dembkoski <[townadministrator@stow-ma.gov](mailto:townadministrator@stow-ma.gov)> wrote:

Hello Lori,

Megan would like to add a discussion on the EDIC to the SB August 9<sup>th</sup> agenda. She would like input from you and/or the PB on if you feel there is a need for an EDIC and what their role should be. Additionally, she would like to know how you see the PB and EDIC working together.

If you will be able to either attend their meeting on the 9<sup>th</sup> or provide feedback from the PB by August 4<sup>th</sup>, please let me know. Otherwise, she will push it off to the following August meeting. Once we know when it will be scheduled, I've been asked to invite the remaining members of the EDIC to participate in the discussion.

Please note that Bob Collings was not reappointed and Serena Howlett has resigned.

Please let me know at your earliest convenience if the August 9<sup>th</sup> date will work.

Any questions, please let me know. Thanks!

Very truly yours,

*Denise*

Denise M. Dembkoski  
Town Administrator  
Town of Stow  
380 Great Road  
Stow, MA 01775  
(978) 897-2927

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## Denise Dembkoski

---

**From:** Denise Dembkoski  
**Sent:** Friday, July 29, 2022 11:33 AM  
**To:** Thomas Farnsworth (Tnefarns@comcast.net)  
**Cc:** kevin.whalen@comcast.net; Mary Bradt Mintz; jengero@kw.com  
**Subject:** Future of EDIC Discussion

Good Morning Tom,

The Select Board Chair has added time on their agenda for Tuesday, August 9<sup>th</sup> to discuss the EDIC. To discuss what the charge should be for the committee and what the goals of the committee are. The Planning Board has been invited to participate in this discussion, as well.

I would like to extend the invite to you, and the members of your committee to participate in that discussion and weigh in on what you feel the purpose of the committee is and/or should be.

Please let me know if you have any questions. If so, please reply only to me, as replying all will violate the Open Meeting Law. Also, please note that Bob and Serena are no longer members of the committee.

Thank you.

Very truly yours,

*Denise*

Denise M. Dembkoski  
Town Administrator  
Town of Stow  
380 Great Road  
Stow, MA 01775  
(978) 897-2927

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# Review and Discuss Comcast Contract in Advance of the Public Hearing on August 23, 2022

Jonathan Daisy, Stow TV Director  
will be present to discuss changes.

**Summary  
Of  
Proposed  
Cable Television Renewal License  
From Town of Stow  
To  
Comcast of Massachusetts III  
Prepared by Special Cable Counsel  
William H. Solomon  
(August 3, 2022)**

- # License Term – Ten (10) years. November 1, 2022 – October 31, 2032
- # Comcast Cable Subscribers as of December 31, 2021 – 919 (Verizon Cable Subscribers – 907).
- # PEG Access Annual Support – 4.75% of Gross Annual Revenues. (See Section 6.4 of the Renewal License.) (Same as paid under current License from 2017 – 2022.)
- # Capital Support for PEG Access: Ninety-Five Thousand Dollars (\$95,000) paid as ten (10) payments of \$9,500 per year on or before January 1<sup>st</sup> of each year beginning on January 1, 2023. (On a per subscriber basis this PEG Capital payment is materially above the average Comcast PEG Capital payment.)
- # PEG Access Channels/High Definition PEG Access Channel - The Licensee shall, within twelve (12) months of the Effective Date, purchase, install and operate standard definition serial digital interface (SD/SDI) equipment at the PEG Access video return hub for each of the two (2) SD PEG Access Channels and high definition interface equipment for one (1) HD PEG Access Channel. No such equipment shall be purchased or installed if such SDI and/or or HD equipment is already present and operational as needed. The Licensee shall provide the Town with an invoice for the cost of the project, which shall not exceed Fifteen Thousand Two Hundred Eighty-Two Dollars (\$15,282). The Licensee shall own, maintain and repair and/or, if necessary, replace, said equipment for the entire term of this Renewal License.
- # PEG Access Video Origination/Cablecasting – all PEG Access Programming originating or aggregated during the term of this Renewal License at the Town Building (380 Great Road, Stow) (the “Video Return Line Hub”) shall be transmitted by the Town and/or Access Provider over the PEG Access video return lines provided and made available by the Licensee to the Town and the Access Provider, without charge, the Licensee-owned Headend or hubsite. At Licensee-owned Headend or hub-site, said PEG Access Programming shall be retransmitted in the downstream direction on the appropriate Licensee-owned Subscriber Network downstream PEG Access Channel.

# Town of Stow-Comcast PEG Access Remote Video Return Origination Location Decommission Agreement – In exchange for an upfront “buyout” payment to the Town of Thirty Thousand Dollars (\$30,000), the new Renewal License no longer requires the Licensee to connect the following buildings to the Town Building for PEG Access video return:

- (2) Town Hall: 375 Great Road;
- (3) Police Station: 305 Great Road;
- (4) Fire Station: 16 Crescent Street;
- (5) Library: 19 Crescent Street;
- (6) Hale School: 55 Hartley Road;
- (7) Center School: 403 Great Road;
- (8) Pompositicut School: 511 Great Road

Note – these locations are currently either: (i) not active PEG Access video return sites; (ii) not needed for video return or (iii) served by separate video return capacity/capability.

# Cable Service Availability – Cable service is, as we understand it, available to all Stow residents. The Cable System shall be extended , at the Licensee’s sole cost and expense, to any and all areas of the Town containing thirty (30) dwelling units or more per aerial mile; forty-five (45) dwelling units or more per underground mile, provided that useable underground conduit exists and/or is made available to the Licensee; or sixty (60) dwelling units or more per underground mile of Cable System plant where there is no underground conduit available or made available for use by the Licensee. (All being pro-rated for distances less than or greater than a mile.) Note – the density requirement for underground plant where the useable conduit exists and/or is made available to the Licensee (45 dwelling units per mile) is new to this License. Under the current license there was only one standard where the construction is underground, of 60 dwelling units per mile. (In most instances, underground conduit is available or made available for Comcast, and thus the lower 45 dwelling unit requirement will be applicable going forward.)

# Standard Installation – The “drop distance” for a “aerial installation” remains 150 feet.

# PEG Interactive Program Guide Side Letter (to be forwarded under separate cover) – One of the first of its kind in the Commonwealth of Massachusetts with respect to the level of commitment by Comcast regarding future discussion regarding the use of the Comcast Interactive Program Guide for PEG Access programming:

The purpose of this letter is to outline Comcast's agreement to engage in future discussions with the Issuing Authority relative to public, educational and governmental ("PEG") access programming advancements. In light of PEG access programming discussions during the renewal license negotiation, Comcast will commit to the following:

**PEG PROGRAMMING ON INTERACTIVE PROGRAMMING GUIDE**

Comcast agrees that Comcast representatives will meet with the Issuing Authority or its designee(s) upon written request of the Issuing Authority prior to the sixth (6th) anniversary of the Effective Date of the 2022 Stow Renewal to discuss the economic and technical feasibility and placement of Stow PEG access channel programming schedule information on the Comcast Stow cable television system Interactive Programming Guide.

- # Senior Discount Side Letter – Comcast will voluntarily provide a senior discount to financially eligible seniors. The discount will be \$2.00 off of Comcast's monthly "Extra" Service Level or that the equivalent Digital Level of Service (or that Digital Level of Service which most closely resembles Digital Starter). While this discount is certainly modest (and increasingly so with the passage of time), it reflects the senior discount amount provided by Comcast throughout the Commonwealth in those Massachusetts communities that receive senior discounts. To qualify for the senior discount, Subscribers must be age sixty-five (65) or older, Head(s) of Household and income eligible as set out in the side letter.

Please note that the Senior Discount will reflect two (2) additional options for financial qualification which are not generally included in cable company senior discount letters, more specifically: Massachusetts Fuel Assistance; and 3(b) Property Tax Elderly Asset/Income Abatement Relief under M.G.L. Chapter 59, Section 5.

**NOTICE OF PUBLIC HEARING  
TOWN OF STOW  
SELECT BOARD  
AS CABLE TELEVISION ISSUING AUTHORITY  
REGARDING  
THE RENEWAL OF CABLE TELEVISION LICENSE  
OF  
COMCAST OF MASSACHUSETTS III, INC.**

**Tuesday, August 23, 2022 at 7:00 P.M.  
Stow Town Building (Warren Room)  
380 Great Road, Stow, MA  
(This Meeting Will Also Be Held Virtually Via Zoom)**

The Select Board, as the Cable Television License Issuing Authority, will consider and vote on a proposed Renewal Cable Television License for Comcast of Massachusetts III, Inc. on Tuesday, August 23, 2022 at 7:00 P.M. at the Stow Town Building, Warren Room, 380 Great Road, Stow, MA, pursuant to Section 626(h) of the Cable Act (47 USC Section 546(h)). The public is invited to attend and provide comment, if any.

A copy of the proposed Renewal License is available for review and/or download at <https://www.stow-ma.gov/select-board> and is available at and from the office of the Select Board during regular Town Office business hours.

Instructions for accessing the Select Board meeting remotely via Zoom will be provided on the Select Board web-site, available at least 48 hours prior to the start of the meeting at <https://www.stow-ma.gov/select-board> or by contacting the Select Board Office at 978-897-4515 or [selectboard@stow-ma.gov](mailto:selectboard@stow-ma.gov).

**SELECT BOARD  
TOWN OF STOW**

August 10, 2022

-Town of Stow-Comcast PEG Access Remote Video Return Origination Location  
Decommission Agreement-

***AGREEMENT BETWEEN THE TOWN OF STOW, MA  
AND COMCAST OF MASSACHUSTTS III, INC.***

Whereas, this Agreement is between Comcast of Massachusetts III, Inc. and the Select Board of the Town of Stow (“the Issuing Authority”), in its role as statutory Issuing Authority, regarding the below referenced PEG Access Remote Video Return Origination Locations and PEG Access Video Return therefrom, as more fully delineated below; and

Whereas, Comcast and the Issuing Authority have agreed upon terms regarding PEG Access video return and cablecasting from the PEG Access origination locations listed on Exhibit 4, (2) – (8) of Cable Television Renewal License dated November 1, 2012 (the 2012 Renewal License) (hereinafter referred to as the “Remote Video Return Locations”), or more specifically the decommission thereof; and

Whereas, this Agreement shall be effective concurrently with the execution of the Stow Cable Television Renewal License, with an Effective Date of November 1, 2022 (the “2022 Renewal License”).

NOW THEREFORE, the Issuing Authority and Comcast mutually agree as follows:

**Article 1: Cable-Related Fund Payment**

- (a) Comcast shall provide a one-time payment to the Town of Stow in the amount of Thirty Thousand Dollars (\$30,000) for PEG Access capital-related purposes within ninety (90) days of the execution of the 2022 Renewal License in consideration of Issuing Authority’s agreement on the decommission of the Remote Video Return Locations and PEG Access cablecasting therefrom as set out herein.
- (b) Comcast hereby agrees that it shall not pass through to the Issuing Authority, the Town of Stow and/or Comcast’s Stow subscribers the cost of said Thirty Thousand Dollars (\$30,000) payment referenced above.
- (c) Upon decommission of the Remote Video Return Locations and PEG Access Cablecasting therefrom, Comcast shall ensure that current maintenance costs for the Remote Video Return Locations and PEG Access cablecasting therefrom shall be adjusted in Comcast cable rates in the Town of Stow in accordance with applicable laws and/or regulations to reflect the decommissioning thereof.

**Article 2: Future Obligations**

Comcast shall continue to operate, maintain and repair the Remote Video Return Locations and PEG Access cablecasting therefrom until October 31, 2023 or such earlier date as the Town of Stow informs Comcast, in writing, that the transition will occur (“Transition Date”). Subject to the provisions herein, the Issuing Authority agrees that after the Transition Date, Comcast shall have no further responsibility for operating or maintaining the Remote Video Return Locations and associated PEG Access video return lines to the

-Town of Stow-Comcast PEG Access Remote Video Return Origination Location  
Decommission Agreement-

Stow Town Building (380 Great Road) and said Remote Video Return Locations and video return lines may be decommissioned for any and all uses by the Town. Until the Transition Date, Comcast shall continue to operate and maintain the Remote Video Return Locations and associated PEG Access video return lines that are in use by the Town and/or its designee(s), in accordance with applicable FCC standards for a cable system, taking into account the availability of replacement parts, if applicable.

**[SIGNATURE PAGE FOLLOWS]**



-Town of Stow-Comcast PEG Access Remote Video Return Origination Location  
Decommission Agreement-

**SIGNATURE PAGE**

This Agreement is hereby entered into to by the Select Board, as Issuing Authority of the Town of Stow and Comcast of Massachusetts III, Inc.

**TOWN OF STOW**

By its:  
Select Board

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

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

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

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

**Approved as to legal form:**

\_\_\_\_\_  
William H. Solomon  
Special Cable Counsel

**COMCAST OF MASSACHUSETTS III,  
INC.**

By:

\_\_\_\_\_  
Anthony Bowling  
Senior Vice President  
Greater Boston Region

**CABLE TELEVISION  
RENEWAL LICENSE  
(Non-Exclusive)**

**GRANTED TO**

**Comcast of Massachusetts III, Inc.**

**Granted By**

**SELECT BOARD**

**TOWN OF STOW  
MASSACHUSETTS**

**Renewal Term  
November 1, 2022 – October 31, 2032**

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## **RENEWAL LICENSE**

### **INTRODUCTION**

WHEREAS, Comcast of Massachusetts III, Inc., is the duly authorized holder of a renewal license to operate a cable television system in the Town of Stow, Massachusetts (hereinafter the "Town"), said license having commenced on October 31, 2012;

WHEREAS, Licensee filed a timely written request for a renewal of its license by letter in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, The Select Board as Issuing Authority finds that Licensee has complied with the terms of its previous license;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with Licensee for the construction and continued operation and maintenance of its Cable System on the terms and conditions set forth herein; and

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this non-exclusive Renewal License is issued upon the following terms and conditions:

## **ARTICLE 1**

### **DEFINITIONS**

#### **SECTION 1.1 – DEFINITIONS**

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall be always mandatory and not merely directory.

(a) Access - shall mean the right or ability of any Stow resident and/or any Persons affiliated with a Stow institution to use designated Public, Education and Government (“PEG”) access facilities and equipment and/or PEG Access Channels of the Cable Television System, subject to the conditions and procedures established for such use by the Town and/or its designee.

(b) Access Provider or PEG Access Designee – shall mean any entity designated in writing by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment, facilities and channels for the production and broadcast of PEG Access programming on the Cable Television System, in accordance with this Renewal License and 47 U.S.C. 531, including, but not limited to the Town itself and/or an access corporation or entity, as determined by the Issuing Authority.

(c) Affiliate or Affiliated Person – When used in relation to any Person, shall mean another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(d) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(e) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(f) Cable Service or Service – shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(g) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Stow, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the Town, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(h) Downstream Channel – A channel over which signals travel from the Cable System Headend or hub-site to an authorized recipient of Programming.

(i) DTC – shall mean the Massachusetts Department of Telecommunications and Cable established by Chapter 25C, Section 7 of the Massachusetts General Laws ("M.G.L.") and Chapter 19 of the Acts of 2007 or its successor.

(j) Drop – shall mean the coaxial cable or fiber that connects a home or building to the feeder cable of the Subscriber Network.

(k) Educational Access Channel: A specific channel on the Cable System owned and made available by the Licensee to the Issuing Authority, the Stow Public Schools and/or the Access Provider, as determined by the Issuing Authority, to present non-commercial educational programming and information to the public.

(l) Effective Date – shall mean November 1, 2022.

(m) FCC – shall mean the Federal Communications Commission or any successor governmental entity.



(n) Franchise Fee – shall mean the payments to be made by Licensee to the Town of Stow and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(o) Government Access Channel – A specific channel on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Provider, as determined by the Issuing Authority, for the presentation of government-related and other non-commercial programming and/or information to the public.

(p) Gross Annual Revenues – shall mean the revenues received by the Licensee and/or its Affiliates derived from the operation of the Cable System to provide Cable Service in the Town, accrued in accordance with generally accepted accounting principles (GAAP) in the United States, and shall include, without limitation: the revenues derived from the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar charges; all digital Cable Service revenues; fees paid on all Subscriber fees (“Fee-on-Fee”); all Commercial Subscriber Cable Service revenues (including bulk account revenues); Pay Cable, Premium Services and Pay-Per-View revenues; video on demand Cable Services; converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; fees paid for channels designated for commercial use; home shopping revenues; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues for purposes herein shall be deemed to include the pro-rata portion of the advertising revenues accrued by such Affiliate or other Person for use of the Cable System in the Town for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly from or in connection with the operation of the Cable System to the extent that said revenue is derived through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(q) Headend – shall mean the electronic control center of the Cable System containing equipment that receives, amplifies, filters, processes and converts incoming signals for distribution over the Cable System.

(r) **High Definition (“HD”) PEG Access Channel** – shall mean a PEG Access Channel in the high definition format for digital television transmissions with video transmitted in an aspect ratio and with a resolution determined by the Licensee in its sole discretion within the range that the Licensee utilizes for other similar Programming channels.

(s) **Issuing Authority** – shall mean the Select Board of the Town of Stow, Massachusetts, or the lawful designee thereof.

(t) **Licensee** – shall mean Comcast of Massachusetts III, Inc. or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(u) **License Fee** – shall mean the payments to be made by Licensee to the Town of Stow and the Commonwealth of Massachusetts, which shall have the meaning as set forth in M.G.L. c. 166A, § 9.

(v) **Normal Business Hours** – shall mean those hours during which most similar businesses in Stow are open to serve customers. In all cases, Normal Business Hours must include some evening hours and at least one night per week and/or some weekend hours.

(w) **Outlet** – shall mean an interior receptacle that connects a television set to the Cable Television System.

(x) **Pay Cable or Premium Services** – shall mean programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(y) **Pay-Per-View** – shall mean programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(z) **PEG** – The acronym for “public, educational and governmental”.

(aa) **PEG Access Channel** – A video channel which the Licensee owns and is made available for use by the Town and/or its designee(s) without charge for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(ab) **PEG Access User** – shall mean a Person utilizing the Cable Television System, including any related facilities for purposes of production and/or transmission of PEG Access Programming, as opposed to utilization solely as a Subscriber.

(ac) **PEG Access Programming** – shall mean non-commercial programming produced by any Stow residents or organizations, schools or government entities and the use of designated channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(ad) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority or Town.

(ae) Prime Rate – shall mean the prime rate of interest as reported by the Federal Reserve or its successor, however, if a prime rate is reported by the Federal Reserve Bank of Boston it shall be the “Prime Rate” for purposes of this Renewal License.

(af) Public, Educational and Governmental (PEG) Access Channel – shall mean a video channel which the Licensee shall make available to the Town of Stow and designees of the Town of Stow, including Access Users without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional, similar organizations and others.

(ag) Public Access Channel – A specific channel on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Provider, as determined by the Issuing Authority, for use by Stow residents and organizations and others wishing to present non-commercial programming to the public.

(ah) Public Buildings – shall mean those buildings owned or leased by the Issuing Authority for municipal government purposes, and shall not include buildings owned by the Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(ai) Renewal License or License – shall mean this Renewal License and any amendments or modifications in accordance with the terms herein.

(aj) Standard Definition (SD) PEG Access Channels – shall mean a PEG Access Channel in the standard definition display format for digital television transmissions.

(ak) Standard Installation – shall mean the installation which can be completed using a Drop of up to one hundred fifty feet (150’) aerial or one hundred fifty feet (150’) feet underground.

(al) State – The Commonwealth of Massachusetts.

(am) Subscriber – shall mean any Person, firm, corporation or other entity who or which contracts with the Licensee for or lawfully receives, Cable Service provided by the Licensee.

(an) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(ao) Town – shall mean the Town of Stow, Massachusetts.

(ap) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Cable Services, but not including Drop Cable(s) to Subscriber’s residences.

(aq) Video Programming or Programming – shall mean programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

**ARTICLE 2  
GRANT OF RENEWAL LICENSE**

**SECTION 2.1 - GRANT OF RENEWAL LICENSE**

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Massachusetts III, Inc., a Delaware Corporation, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Stow.

(b) This Renewal License is granted under and in compliance with the Cable Act and M.G.L. c. 166A, and in compliance with all rules and regulations of the FCC and the DTC in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

**SECTION 2.2 - TERM: NON-EXCLUSIVITY**

This non-exclusive Renewal License shall be for a period of ten (10) years, commencing on November 1, 2022 through midnight October 31, 2032.

**SECTION 2.3 - RENEWAL**

(a) In accordance with the provisions of federal law, M.G.L. c. 166A, § 13 and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Licensee and the Issuing Authority and shall contain such terms as Licensee and the Issuing Authority may then agree.

**SECTION 2.4 - RESERVATION OF AUTHORITY**

Nothing in this Renewal License shall (a) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description; (b) be construed as a waiver of any codes or bylaws/regulations of general applicability and not specific to the Cable Television

System, Licensee, or this License; or (c) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. In the event of any conflict between this License and any Town bylaw or regulation that is not generally applicable, this License shall control. In the event of any conflict between this License and any Town bylaw or regulation which is generally applicable, the bylaw or regulation shall control, subject to challenge as to legality of the bylaw or regulation. Nothing in this Section 2.4 shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town bylaw or regulation.

**SECTION 2.5 - NON-EXCLUSIVITY OF LICENSE**

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Stow; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall negotiate, in good faith, equitable amendments to this Renewal License within a reasonable time.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event an application for a new cable television license is filed with the Issuing Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall serve a copy of such application upon the Licensee by certified mail or via nationally recognized overnight courier services within a reasonable time thereafter.

(e) In the event that the Licensee believes that in the future another Licensee which has been granted a cable television license in the Town, has been provided relief by the Issuing Authority from a material obligation(s) of its license, which may include amendments to the license, that causes said other cable television license to be more favorable or less burdensome than this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that such relief causes said other cable license to be favorable or less burdensome than this Renewal License. Should the Licensee demonstrate that any such relief causes said other cable television license to be more favorable or less burdensome than the Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

## **SECTION 2.6 – POLICE AND REGULATORY POWERS**

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town and its right to adopt and enforce generally applicable by-laws in the lawful exercise of its police powers to the extent permitted by applicable law, with respect to the safety and welfare of the public. The Licensee shall comply with all applicable federal and State laws and regulation, and Town bylaws and lawful regulations, provided such Town bylaws and regulations are not specific to this License, the Licensee and/or Cable System. Nothing in this Section 2.6 shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town by-law or regulation.

## **SECTION 2.7 – REMOVAL OR ABANDONMENT**

Upon termination of this Renewal License by passage of time or otherwise, unless (1) the Licensee has its license renewed for another term or (2) the ownership of the Cable Television System is transferred to another Person with written approval by the Issuing Authority in accordance with applicable law and pursuant to Section 2.8 below or (3) unless otherwise operating under the terms of this Renewal License as allowed by applicable law, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition as is reasonably possible and as soon as reasonably possible. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned. Upon written request of the Licensee, the Issuing Authority may waive this requirement for good cause shown. Notwithstanding the foregoing, under 47 USC Sec. 541(b)(3)(C) the Issuing Authority may not order the Licensee or any affiliate thereof (i) to discontinue the provision of a telecommunications service, or (ii) to discontinue the operation of a cable system, to the extent such cable system is used for the provision of a telecommunications service, by reason of the failure of the Licensee or its affiliate to obtain a cable franchise or cable franchise renewal with respect to the provision of such telecommunications service.

## **SECTION 2.8 – TRANSFER OF THE RENEWAL LICENSE**

(a) Pursuant to M.G.L. c. 166A, Section 7, as may be amended from time to time, neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the FCC and/or the DTC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application. A transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under this Renewal



License, unless otherwise provided by applicable federal or State law. An “affiliated company” is any Person or entity who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person or entity.

(b) Pursuant to applicable State and federal law, as may be amended, in considering a request to transfer control of the Renewal License, the Issuing Authority shall consider the transferee's financial capability, management experience, technical expertise and legal ability to operate a Cable System under the existing license and may consider any other criteria allowable under applicable law or regulation.

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

(d) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required by applicable law, of the application and FCC Form 394 requesting such transfer or assignment consent.

(e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120-day period is extended in writing by mutual agreement of the parties pursuant to applicable law.

(f) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

## **SECTION 2.9 – EFFECT OF UNAUTHORIZED TRANSFER ACTION**

(a) Any transfer of the Cable System without the Licensee and the transferee complying with Section 2.8 above shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

**ARTICLE 3  
SYSTEM SPECIFICATIONS AND CONSTRUCTION**

**SECTION 3.1 - AREA TO BE SERVED**

The Licensee shall make its Cable Services available to all residents of the Town provided that the Licensee is able to obtain any necessary easements, permits and/or permission from owners of property and multiple dwelling units. The Licensee shall make its best efforts to obtain any necessary easements or permission from owners of property in the Town in order to make Cable Service available to all residents. The Licensee shall promptly apply for all necessary permits. Said Cable Services shall be made available and fully activated to requesting dwelling units no later than ninety (90) days after all necessary permits are obtained, subject to Section 13.2, Force Majeure.

**SECTION 3.2 – LINE EXTENSION POLICY**

Consistent with Section 3.1 above, the Cable System shall be extended , at the Licensee’s sole cost and expense, to any and all areas of the Town containing thirty (30) dwelling units or more per aerial mile; forty-five (45) dwelling units or more per underground mile, provided that useable underground conduit exists and/or is made available to the Licensee; or sixty (60) dwelling units or more per underground mile of Cable System plant where there is no underground conduit available or made available for use by the Licensee. (All being pro-rated for distances less than or greater than a mile.) The Licensee shall promptly apply for all necessary permits. Said Cable Services shall be made available and fully activated to requesting dwelling units no later than ninety (90) days after all necessary permits are obtained, subject to Section 13.2, Force Majeure.

**SECTION 3.3 – RESIDENTIAL SUBDIVISIONS**

Provided Licensee has at least ninety (90) days prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation so long as such additional time does not result in additional cost to the project developer or the Town. The Issuing Authority, or its designee, shall exercise reasonable

efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Licensee. The Developer shall be responsible for the digging and back-filling of all trenches.

### **SECTION 3.4 – INSTALLATION CHARGES**

Any dwelling unit within one hundred fifty feet (150') aerial or one hundred fifty feet (150') underground from the feeder cable shall be entitled to a Standard Installation rate, unless the sub-surface of an underground installation is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). All other installations are considered non-standard installations. For aerial installations more than one hundred fifty feet (150'), the first one hundred fifty feet (150') shall be at the Standard Installation rate. For underground installations more than one hundred fifty feet (150'), not involving a hard surface, the first one hundred fifty feet (150') shall be at the Standard Installation rate.

### **SECTION 3.5 – SUBSCRIBER NETWORK**

Licensee shall continue to own, operate and maintain the Cable Television System, to a minimum bandwidth of 750MHz and carrying video channels in the downstream direction to Stow Subscribers.

### **SECTION 3.6 – LOCATION OF THE CABLE TELEVISION SYSTEM**

The Licensee shall own, operate and maintain the Cable Television System within the Town. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable and legally enforceable State and local laws and regulations.

### **SECTION 3.7 - PARENTAL CONTROL CAPABILITY**

(a) Pursuant to applicable law, upon request, Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and Licensee may charge Subscriber for use of said box.

### **SECTION 3.8 - EMERGENCY ALERT OVERRIDE CAPACITY**

Licensee shall comply with the FCC's Emergency Alert System ("EAS") regulations and any applicable laws and regulations of the Commonwealth of Massachusetts in order that emergency messages are distributed over the Cable System.

### **SECTION 3.9 - SYSTEM TECHNICAL SPECIFICATIONS**

The Cable System shall conform to the FCC technical specifications. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

### **SECTION 3.10 - FREE DROPS AND MONTHLY BASIC CABLE SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

(a) Licensee shall continue to maintain the existing Drop, Outlet and Basic Cable Service, at no charge to the Town, to each Public Building, public school, police and fire stations, public libraries and other Public Buildings as listed in **Exhibit 3.10** attached hereto.

(b) Upon written request by the Issuing Authority, Licensee shall provide one (1) Drop, Outlet and Basic Cable Service as referenced in Section 3.6(a) above, at no charge to any new Public Buildings and other Town owned Public Buildings, along its Cable System route. The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to receive such a Drop or Outlet, prior to any such installation. There shall be no costs to the Town or any designated institution for said installation along the cable route and the provision of monthly Cable Service, and related maintenance.

(c) All internal wiring, other than required to install the Drop and Outlet required by this Section 3.6 shall be owned and maintained by the Issuing Authority or its designee, and the Licensee shall not own or be responsible for such internal wiring.

(d) Nothing in this Section shall require Licensee to move existing or install additional Drops or Outlets at no charge to those existing buildings included in Exhibit 3.6, or to move existing or install additional Drops or Outlets to buildings in which Drops or Outlets are hereinafter installed pursuant to subsection (b) above, except that after the reconstruction, expansion or replacement of a Public Building, the Licensee shall install a Drop and Outlet and provide said Cable Service as referenced in subsection (a) above to the reconstructed, expanded or new Public Building.

(e) Nothing in this Section 3.1 shall limit the authority or rights of the Licensee with respect to the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order") regarding the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise (license), as applicable.

**ARTICLE 4  
TECHNOLOGICAL AND SAFETY STANDARDS**

**SECTION 4.1 - SYSTEM MAINTENANCE**

(a) In installing, operating and maintaining equipment, cable and wires, Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws of general applicability, codes and regulations, including but not limited to OSHA regulations, the Massachusetts Electrical Code, the National Electrical Safety Code, the National Electrical Code, and the rules and regulations of the FCC, the rules and regulations of the DTC, any other applicable Massachusetts laws and regulations, generally applicable Town bylaws and regulations, and all applicable land use restrictions as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

**SECTION 4.2 - REPAIRS AND RESTORATION**

Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense

of such work shall be paid by Licensee upon written demand by the Issuing Authority. However, prior to such repair or restoration the Town should submit a written estimate to Licensee of the actual cost of said repair or restoration.

### **SECTION 4.3 – UNDERGROUND FACILITIES**

(a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies, the Licensee shall likewise place its facilities underground at no cost to the Town.

(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement sub-grade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law. In the event the Town develops an undergrounding project for which it plans to utilize Town funds to reimburse utilities for the cost of said undergrounding, it shall notify the Licensee of such and discuss with the Licensee how the Licensee may be eligible for such funding consistent with equitable principles and applicable law.

(d) Nothing in this Section shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

### **SECTION 4.4 - TREE TRIMMING**

Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Licensee, in accordance with M.G.L. c. 87 and any Town bylaws and regulations.



#### **SECTION 4.5 – STRAND MAPS**

Upon written request, the Licensee shall file with the Issuing Authority strand maps of the Cable System plant installed. Upon written request said strand maps shall also be provided in electronic format if they exist in said electronic format. The Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains.

#### **SECTION 4.6 - BUILDING MOVES**

(a) In accordance with applicable laws, Licensee shall, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). Licensee shall be given not less than thirty (30) days advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne by the Person(s) holding the building move permit, unless otherwise required by applicable law or regulation.

#### **SECTION 4.7 - DIG SAFE**

Licensee shall comply with all applicable “dig safe” provisions pursuant to M.G.L. c. 82, §40.

#### **SECTION 4.8 - DISCONNECTION AND RELOCATION**

(a) Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement.

#### **SECTION 4.9 - EMERGENCY REMOVAL OF PLANT**

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Town to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability.

(b) The Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement.

#### **SECTION 4.10 – REMOVAL AND RELOCATION**

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

#### **SECTION 4.11 RIGHT TO INSPECTION**

The Issuing Authority and/or its designee(s) shall have the right, at its sole cost and expense, to inspect the plant and equipment of the Licensee in the Town at reasonable times and under reasonable circumstances for the purpose of determining compliance with the requirements of this License. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable written notice to the Licensee. The Licensee shall have a representative present during such inspections.

#### **SECTION 4.12 – PRIVATE PROPERTY**

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

**SECTION 4.13 – PEDESTALS**

In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable Town, regulations and/or by-laws.

**SECTION 4.14 – SERVICE INTERRUPTIONS**

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing, constructing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours' notice to all affected Subscribers.

**ARTICLE 5  
PROGRAMMING**

**SECTION 5.1 - BASIC CABLE SERVICE**

Licensee shall make available a Basic Cable Service tier to all Subscribers in the Town pursuant to applicable statute or regulation.

**SECTION 5.2 - PROGRAMMING**

(a) Pursuant to 47 U.S.C. 544, Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit 5.2**. Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Licensee.

(b) Licensee shall comply with 76.1603(c)(3)(i)(b) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes. (See Exhibit 9.4)

**SECTION 5.3 - REMOTE CONTROLS**

Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Licensee, if any, and allow the use of remotes. Licensee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

**SECTION 5.4 - STEREO TV TRANSMISSIONS**

All broadcast and cablecast signals that are transmitted to Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

**SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE**

Pursuant to 47 U.S.C. 532 (Section 612 of the Cable Act), Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee. Rates for use of commercial access channels shall be negotiated between Licensee and the commercial user in accordance with federal law.

**SECTION 5.6 – CONTINUITY OF SERVICES**

It shall be the right of all Subscribers to receive Cable Service insofar as Subscribers honor their financial and other obligations to the Licensee; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Cable Service interruptions or as a result of Cable System or equipment failures. When necessary, if non-routine Cable Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance if practical.

**SECTION 5.7 – COMMERCIAL ESTABLISHMENTS**

The Licensee shall make Cable Service available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for installation, any required line extension, and monthly subscription costs as established by the Licensee.

**ARTICLE 6  
PEG ACCESS CHANNELS AND SUPPORT**

**SECTION 6.1 - PEG ACCESS CHANNELS**

(a) Use of Cable System video channels for Public, Educational and Governmental (“PEG”) Access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. The PEG Access channels shall, other than provided in Section 6.1(c) below, be used exclusively as and/or for PEG Access channels and PEG Access Programming. The Licensee shall not exercise editorial control over public, educational, or governmental use of channel capacity except to the extent allowed by applicable law. The Issuing Authority and Town shall not exercise editorial control over public use of the public access channel capacity except to the extent allowed by applicable law. The Issuing Authority and/or its designee shall be responsible for developing, implementing, interpreting and enforcing rules for the PEG Access Channel and PEG Access operations in accordance with applicable law. The PEG Channels shall be provided on the Basic Cable Service tier to the extent said tier is required pursuant to applicable law or regulations or otherwise provided by the Licensee or in the lawful absence of such Basic Cable Service tier, on such other most subscribed tier of Cable Service as maybe offered by the Licensee in accordance with applicable law.

(b) Licensee shall continue to make available the two (2) Public, Educational, and Government (“PEG”) Access Channels originating in the Town in Standard Definition format to be used for PEG Access programming by the Issuing Authority and/or its PEG Access Designee(s). Subject to the requirements of Section 6.3(b), the Licensee shall make available one (1) High Definition (HD) Access Channel for PEG Access purposes. Said HD PEG Access Channel shall be made available within twelve (12) months of the Effective Date.

(c) In the event the Issuing Authority, its designee(s) or other PEG Access User elects not to program a PEG Access Channel for a period of one hundred twenty (120) days or more, the Licensee may thereafter use such channel capacity that is not being used for PEG Access purposes,

subject to the right of the Issuing Authority to reclaim said channel capacity for its PEG Access use or the PEG Access use of its designee(s) or other Access Users.

(d) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Town, the public schools, the PEG Access Designee, any organizations serving the Town and/or PEG Access users.

(e) The PEG Access Channels may not be used to cablecast for-profit or commercial programs.

(f) The Licensee shall not change a PEG Access channel location, without a minimum of thirty (30) days advance written notice to the Issuing Authority.

(g) The Licensee shall monitor the PEG Access Channels for technical quality consistent with the FCC Technical Standards and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. However, the Licensee is not responsible for the production quality of PEG Access Programming productions.

## **SECTION 6.2 – PEG ACCESS PROVIDER**

(a) The Access Provider shall provide services to PEG Access users and the Town as follows:

- (1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.1, above;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.5 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, outreach, referral and other support services to PEG Access users, members, volunteers and community;
- (8) Assist users in the production of Video Programming of interest to Subscribers and issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

### **SECTION 6.3 – PEG ACCESS CABLECASTING**

(a) In order that the Town and/or its Access Provider can cablecast its PEG Access Programming over the Licensee's downstream PEG Access Channels provided pursuant to Section 6.1 above, all PEG Access Programming originating or aggregated during the term of this Renewal License at the Town Building (380 Great Road, Stow) (hereinafter also referred to as the "Video Return Line Hub") shall be transmitted to the Licensee-owned Headend or hub-site on a Licensee-provided and owned fiber-based video return line made available by the Licensee without charge to the Town or Access Provider for their use. At Licensee-owned Headend or hub-site, said PEG Access Programming shall be retransmitted in the downstream direction on the appropriate Licensee-owned Subscriber Network downstream PEG Access Channel.

(b) Subject to payment by the Town or its Access Provider as set out herein, the Licensee shall, within twelve (12) months of the Effective Date, purchase, install and operate standard definition serial digital interface (SD/SDI) equipment at the PEG Access video return hub for each of the two (2) SD PEG Access Channels and high definition interface equipment for one (1) HD PEG Access Channel. No such equipment shall be purchased or installed if such SDI and/or or HD equipment is already present and operational as needed. Said equipment shall be used for transport of said PEG Access signal(s) to Comcast's headend facility to enable the Issuing Authority, its designee(s) and/or the Access Provider to cablecast their PEG Access Programming over the Subscriber Network PEG Access Downstream Channels. The Licensee shall provide the Town with an invoice for the cost of the project, which shall not exceed Fifteen Thousand Two Hundred Eighty-Two Dollars (\$15,282). The Licensee shall own, maintain and repair and/or, if necessary, replace, said equipment for the entire term of this Renewal License.

(c) The Licensee shall be responsible for all necessary inspections and performance tests of the video return lines in accordance with applicable law and regulation for a Cable System. The Licensee shall provide, maintain, operate and repair all equipment necessary to receive and transmit PEG Access programming and PEG Access Channels as described in this Section 6.3 above, including necessary transmission, switching and/or processing equipment located at its hub-site



and/or Headend in order to switch upstream signals carrying PEG Access Programming from the Video Return Line Hub to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(d) The demarcation point between Licensee's equipment and the Town's and/or Access Provider's equipment shall with respect to the PEG Access Channels be at the input of the Licensee owned equipment used for video signal transport. The Licensee shall own, maintain, repair and/or, if necessary, replace said video signal transport equipment.

(g) There shall be no charge to the Town, its Issuing Authority, the Access Provider or Access users for the provision of PEG Access origination, video return or cablecasting, as required by or provided pursuant to this Section 6.3.

(h) The Licensee and the Issuing Authority shall work together in good faith with respect to any difficulties that arise regarding the transmission, switching and/or cablecasting of PEG Access Programming, pursuant to this Section 6.3.

#### **SECTION 6.4 – PEG ACCESS ANNUAL SUPPORT**

(a) The Licensee shall provide payments to the Issuing Authority and/or its PEG Access Designee for Public, Educational and Government Access and cable-related purposes in an amount equal to four and three-quarters percent (4.75%) of Gross Annual Revenues (the "PEG Access Annual Support"). Said payments shall be made as provided herein on the following quarterly basis: (i) on or before May 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of January, February and March; (ii) on or before August 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15<sup>th</sup> of each year for the previous three (3) month period of July, August and September; and (iv) on or before February 15<sup>th</sup> of each year for the previous three (3) month period of October, November and December. The first four and three-quarters percent (4.75%) quarterly payment shall be made on or before February 15, 2023 for the period from the Effective Date through December 31, 2022. The final such four and three-quarters percent (4.75%) payment shall be made on or before February 15, 2033 for the previous period from October 1, 2032 through October 31, 2032.

(b) The Licensee shall file with each of the payments pursuant to this Section 6.4, a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the Gross Annual Revenue as defined in Section 1.1(p), for each three (3) month reporting period. Said statement shall list general categories comprising Gross Annual Revenues as defined in Section 1.1(p).

(c) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at the rate of two percent (2%) above the Prime Rate.

**SECTION 6.5– PEG ACCESS CAPITAL FUNDING**

(a) The Licensee shall provide capital funding to the Issuing Authority or its PEG Access Designee for capital costs for public, educational or governmental (PEG) access facilities (the “PEG Access Capital Funding”) in the amount of Ninety-Five Thousand Dollars (\$95,000) on or before the below referenced dates, as follows:

January 1, 2023:	\$9,500
January 1, 2024:	\$9,500
January 1, 2025:	\$9,500
January 1, 2026:	\$9,500
January 1, 2027:	\$9,500
January 1, 2028:	\$9,500
January 1, 2029:	\$9,500
January 1, 2030:	\$9,500
January 1, 2031:	\$9,500
January 1, 2032:	\$9,500

(b) The Town and/or its Access Designee shall own all PEG Access facilities and equipment purchased with the PEG Access Capital Funding provided pursuant to this Section 6.5. The Licensee shall have no obligation for maintenance, repair or replacement of such PEG Access facilities and equipment.

(c) The PEG Access Capital Funding provided herein by the Licensee shall not be counted toward: (i) the PEG Access Annual Support provided by the Licensee pursuant to Section 6.4 above; or (ii) the License Fee payment payable pursuant to Section 7.1 below.

(d) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at the rate of two percent (2%) above the Prime Rate. Any payment pursuant to this Section 6.5(d) shall be within the exclusion to the term “franchise fee” for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

#### **SECTION 6.6 - NON-COMMERCIAL PROGRAMMING**

The Issuing Authority and its designee(s) shall not use the designated PEG access channels, equipment, or other facilities to provide for-profit commercial Programming. Nothing in this Section 6.6 shall prohibit the Issuing Authority or its designee from having memberships, sponsorships, underwriting or acknowledgements (such as the underwriting and acknowledgments displayed by the Public Broadcasting System), to the extent not otherwise prohibited by applicable law or regulations.

#### **SECTION 6.7 – INTERCONNECTION WITH COMPETING CABLE LICENSE**

In the event a cable license is issued by the Issuing Authority to a competing Licensee, the Issuing Authority shall not authorize or require the competing licensee to connect its facilities or cable system to Licensee’s current Cable System for purposes of obtaining PEG Access Programming from the Licensee’s PEG access channels without the prior written consent of Licensee.

## **ARTICLE 7**

### **FRANCHISE FEES AND LICENSE FEES**

#### **SECTION 7.1 – LICENSE FEE PAYMENTS**

Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such other amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this Section 7.1, shall be calculated in compliance with applicable law(s).

#### **SECTION 7.2 – FRANCHISE FEE**

In accordance with Section 622(b) of the Cable Act, the Licensee shall not be liable for a total Franchise Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of Gross Annual Revenues. Said five percent (5%) shall include the following: (i) the PEG Access Annual Support pursuant to Section 6.4, above; and (ii) any License Fee(s) that may be payable to the Town and to the State pursuant to Massachusetts General Laws Chapter 166A, Section 9, and Section 7.1 above, provided, however, that said five percent (5%) shall not include the PEG Access Capital Funding pursuant to Section 6.5 above and any other exclusions to the definition of Franchise Fee provided in Section 622(g)(2) of the Cable Act.

#### **SECTION 7.3 – PAYMENT**

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, no later than March 15th of each year, unless provided for otherwise under applicable law.

#### **SECTION 7.4 – OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

(a) The Franchise Fee and License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the Franchise Fee and License Fee

payments which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges of general applicability shall be used as offsets or credits against the Franchise Fee or Franchise Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit the authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

#### **SECTION 7.5 – LATE PAYMENT**

In the event that the payments required pursuant to this Article 7 are not tendered to the Town on or before the dates fixed herein by or pursuant to Section 7.3 above or applicable law, interest due on such fee payment shall accrue from the date due at the rate of two percent (2%) above the Prime Rate. Any payment pursuant to this Section 7.5 shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

#### **SECTION 7.6 – RECOMPUTATION**

(a) Tender or acceptance of any payment, including any payment of a Franchise Fee or License Fee or any payment required in Article 6 of this Renewal License shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under Article 6 or Article 7. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall commence in no event later than two (2) years after the subject payment has been tendered.

(b) If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have thirty (30) business days after a written request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any

such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional Franchise Fee, License Fee or any payment required in Article 6 of this Renewal License is owed to the Town, the Licensee shall pay said amount, plus interest, to the Town or its designated Access Provider within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at two percent (2%) above the Prime Rate during the period that such additional amount is owed.

#### **SECTION 7.7 – AFFILIATES USE OF SYSTEM**

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from the provisions of this Renewal License.

#### **SECTION 7.8 – METHOD OF PAYMENT**

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and provided to the Issuing Authority, unless the Licensee is otherwise notified in writing by the Issuing Authority.

**ARTICLE 8  
RATES AND CHARGES**

**SECTION 8.1 - RATES AND CHARGES**

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law.

(b) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all Cable Service offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto, including any changes thereto.

(c) At the time of initial solicitation or installation of Cable Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the Effective Date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq.

(d) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other license/franchise requirements, may be passed through to the Subscribers in accordance with federal law.

**SECTION 8.2 – RATE REGULATION**

The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

**SECTION 8.3 – CREDIT FOR SERVICE INTERRUPTION**

In accordance with applicable law, in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

## **ARTICLE 9**

### **CUSTOMER SERVICE, SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

#### **SECTION 9.1 – CUSTOMER SERVICE OFFICE**

The Licensee shall continue to operate a full-time customer service office that is reasonably convenient to Stow for, among other things, the payment of bills and the return and/or exchange of Subscriber equipment. Said customer service office shall be open for walk-in business during Normal Business Hours.

#### **SECTION 9.2 – TELEPHONE ACCESS**

(a) The Licensee's main customer service call center shall have a publicly listed local or toll-free telephone number for Stow Subscribers, unless required otherwise by applicable law.

(b) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions (as defined in §76.309(c)(4)(ii) telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standard shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), a Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

#### **SECTION 9.3 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME**

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) business days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than (9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber complaint or request for service received after Normal Business Hours shall be acted upon the next business day.



(c) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations; and/or (ii) an outage as described in section 9.2 (d) below.

(d) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within twenty-one (21) days of receiving a request from a Subscriber to do so.

#### **SECTION 9.4 – FCC CUSTOMER SERVICE OBLIGATIONS**

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 9.4**.

#### **SECTION 9.5 – BUSINESS PRACTICE STANDARDS**

The Licensee shall provide the Issuing Authority and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 9.5**, as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Service, Rates and Charges;
- (iii) Form of Bill;
- (iv) Advance Billing, Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

## **SECTION 9.6 – COMPLAINT RESOLUTION PROCEDURES**

(a) The Licensee shall establish a procedure for resolution of complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Cable Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. Thereafter, if the Subscriber chooses to participate in further processing of the complaint, the Subscriber shall meet jointly with the Issuing Authority or its designee(s) and an authorized representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate multiple complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of complaints.

## **SECTION 9.7 – EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees and/or contractors entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to visibly display an employee or contractor

identification card issued by the Licensee or contractor, respectively, and bearing a picture of said employee or contractor.

**SECTION 9.8 – PROTECTION OF SUBSCRIBER PRIVACY**

(a) The Licensee shall comply with all applicable federal and State laws and regulations regarding privacy, monitoring, information with respect to Cable Service viewing habits, subscription information or decisions, personally identifying information and the collection and distribution thereof, including, but not limited to the provisions of Section 631 of the Cable Act (47 U.S.C. 551), as may be amended.

(b) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

**SECTION 9.9 – RESPECT FOR PRIVATE PROPERTY**

Nothing herein shall be construed as authorizing access or entry onto private property, or any other property by the Licensee, where such right to access or entry is not otherwise provided by law, the Subscriber Services Agreement or this License.

**ARTICLE 10  
INSURANCE AND BONDS**

**SECTION 10.1 – INSURANCE**

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, as obtained and renewed, copies of the certificates of insurance for the following policies:

(a) A commercial general liability insurance policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agent and employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance, operation or removal of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for personal injury, broad form property damage, products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence.

(c) Workers Compensation in the minimum amount of the statutory limit.

(d) The Licensee shall carry excess liability, written on an occurrence basis, in the minimum amount of Five Million Dollars (\$5,000,000) umbrella form over all other insurance required by this Section 10.1.

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

(i) Such insurance shall commence no later than the Effective Date of the Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.

(v) The Licensee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the Town may immediately suspend operations under the Renewal License.

(vi) The Licensee shall be responsible for all deductibles.

(vii) The Town, its Issuing Authority, other officials, and employees shall be named as "additional insureds" on all required liability insurance policies.

(viii) Neither this Section 10.1, nor the provision of insurance or insurance proceeds pursuant to this Section 10.1, shall limit the liability of the Licensee pursuant to this Renewal License.

(ix) The Licensee shall provide the Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of the policies. The Licensee shall timely notify the Issuing Authority in the event of cancellation or reduction in the coverage amount. Said notice may be by electronic mail (e-mail).

## **SECTION 10.2 – PERFORMANCE BOND**

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License, a faithful performance bond running to the Town and in a form satisfactory to the Issuing Authority (however, the Issuing Authority shall not unreasonably deem a bond's form to be unsatisfactory), with good and sufficient surety licensed to do business in the Commonwealth of Massachusetts in the sum of Fifty Thousand Dollars (\$50,000). Said bond shall be upon the terms and conditions specified in M.G.L. 166A § 5(K) and the faithful performance and discharge of all material obligations imposed by the Renewal License, subject to the provisions of 12.1 and 12.2 below.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more material provisions of

this Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 12.1 below. The Licensee shall timely notify the Issuing Authority in the event of cancellation, material change or reduction in the coverage amount of the performance bond. Said notice may be by electronic mail (e-mail).

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town pursuant to the terms and conditions of such bond. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the sum of Fifty Thousand Dollars (\$50,000) required herein. Neither this section, nor any bond accepted pursuant thereto, nor any damages recovered there under shall limit the liability of the Licensee under the Renewal License.

(d) The performance bond required herein shall contain an explicit endorsement stating that such performance bond is intended to cover the liability assumed by the Licensee under the terms of the Renewal License.

### **SECTION 10.3 – INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the acts and/or omissions of the Licensee, its employees, officers, contractors and subcontractors, or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, property damage or personal injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System. Indemnified expenses shall include reasonable attorneys' fees and costs incurred from the time the Licensee receives written notice of its obligation to indemnify hold harmless and defend the Town for a specific claim up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify, hold harmless and defend the Town after receipt of a claim for which indemnification is sought. The Licensee is not required to indemnify the Town for attorney fees and costs incurred prior to the above referenced written notice being provided to the Licensee. In the event of a legal action, the Issuing Authority or its designee shall promptly forward a copy of the legal complaint served upon the Town.

**ARTICLE 11  
ADMINISTRATION AND REGULATION**

**SECTION 11.1 – REGULATORY AUTHORITY**

The Issuing Authority and/or its designee(s) shall have authority for the day to day regulation of the Cable System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License.

**SECTION 11.2 – PERFORMANCE EVALUATION HEARINGS**

The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing no more than once per year. Nothing in this Section 11.2 shall limit any rights that the Issuing Authority may have to conduct additional hearings and/or the Licensee's attendance at such hearing. The Issuing Authority shall provide Licensee with the results of its performance evaluation in writing within sixty (60) days after the conclusion of such hearing.

**SECTION 11.3 – NONDISCRIMINATION**

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License.

**SECTION 11.4 – JURISDICTION/VENUE**

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

## **ARTICLE 12**

### **DETERMINATION OF BREACH - LICENSE REVOCATION**

#### **SECTION 12.1 – DETERMINATION OF BREACH/NOTICE AND OPPORTUNITY TO CURE**

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot in the reasonable opinion of the Issuing Authority be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at thirty (30) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that: (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within forty-five (45) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it, including, but not limited to:

(i) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;



- (ii) commence an action at law for monetary damages
- (iii) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein;
- (iv) declare the Renewal License to be revoked subject to Section 12.2 below and applicable law; and
- (v) invoke any other lawful remedy available to the Town.

(e) In the event that the Issuing Authority fails to issue a written determination within forty-five (45) days after the public hearing pursuant to Section 12.1(d) above, then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

#### **SECTION 12.2 – REVOCATION OF THE RENEWAL LICENSE**

To the extent permitted by applicable law and subject to the provisions of Section 12.1 above, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

#### **SECTION 12.3 – NON-EXCLUSIVITY OF REMEDY**

No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

#### **SECTION 12.4 – NO WAIVER-CUMULATIVE REMEDIES**

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Town or of the Licensee under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall not affect the exercise of such right or remedy or any other

right or remedy by the Town or the Licensee at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

**ARTICLE 13  
REPORTS, AUDITS AND PERFORMANCE TESTS**

**SECTION 13.1 – GENERAL**

(a) Upon the written request of the Issuing Authority, the Licensee shall timely submit to the Town any information which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. If it is agreed by the parties that such information is proprietary, then any obligation pursuant to Section 13.1(a) is not applicable. In the event of a disagreement the Licensee shall have all rights available under applicable law to challenge or appeal the determination of the Town to the appropriate appellate entities.

**SECTION 13.2 – FINANCIAL REPORTS**

(a) Upon written request by the Issuing Authority and in accordance with applicable law, after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with the DTC Form 200 showing a balance sheet sworn to by the Licensee's authorized financial representative. Said forms shall contain such financial information as required by State and/or federal law.

(b) The Licensee shall also provide any other reports required by State and/or federal law that are required to be provided to the Issuing Authority.

**SECTION 13.3 – CABLE SYSTEM INFORMATION**

Upon written request by the Issuing Authority, the Licensee shall file annually with the Issuing Authority a report of the number of Basic Service Subscribers.

**SECTION 13.4 – SUBSCRIBER COMPLAINT REPORTS**

In accordance with the regulations of the DTC, the Licensee shall submit a completed copy of the DTC Form 500, a copy of which is attached hereto as **Exhibit 13.4**, to the Issuing Authority or its designee(s).

**SECTION 13.5 – QUALITY OF SERVICE**

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a written notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

**SECTION 13.6 – DUAL FILINGS**

If requested, in writing, the Licensee and the Issuing Authority shall provide to one another copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 12.1 above.

**SECTION 13.7 – INVESTIGATION**

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

**ARTICLE 14  
MISCELLANEOUS**

**SECTION 14.1 – SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

**SECTION 14.2 – FORCE MAJEURE**

If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event beyond the reasonable control of the Licensee or the Town.

**SECTION 14.3 – ACTS OR OMISSIONS OF AFFILIATES**

During the term of the Renewal License, the Licensee shall be liable for the acts or omissions of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance, operation or removal of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

**SECTION 14.4 – NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail or overnight courier service in the business thereof to the following address or such other address as the Issuing Authority may specify in writing to Licensee.

Town of Stow  
Attn: Select Board  
Stow Town Building  
380 Great Road  
Stow, MA 01775

with a copy to:

Town of Stow  
Attn: Cable Advisory Committee  
Stow Town Building  
380 Great Road  
Stow, MA 01775

(b) Every notice served upon Licensee shall be delivered or sent by certified mail or overnight courier service in the business thereof to the following address or such other address as Licensee may specify in writing to the Issuing Authority.

Comcast Cable Communications, Inc.  
Attn: Government Relations  
5 Omni Way  
Chelmsford, MA 02540

with a copy to:

Comcast Cable Communications, Inc.  
Attn: Vice President, Government Relations  
676 Island Pond Road  
Manchester, NH 03109

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

**SECTION 14.5 – RENEWAL LICENSE EXHIBITS**

The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorporated by reference and expressly made a part of this Renewal License.

**SECTION 14.6 – ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.

**SECTION 14.7 – CAPTIONS**

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such sections shall not affect the meaning or interpretation of the Renewal License.

**SECTION 14.8 – WARRANTIES**

Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

(a) The Licensee is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;

(b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(c) This Renewal License is enforceable against Licensee in accordance with the provisions herein; and

(d) There is no action or proceedings pending or threatened against Licensee which would interfere with performance of this Renewal License.

#### **SECTION 14.9- INCORPORATION BY REFERENCE**

(a) All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to M.G.L. c. 166A, and the rules and regulations of the FCC and the DTC, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. However, no such general laws, rules, regulations and codes, as amended, may alter the obligations, interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

#### **SECTION 14.10 – NO RECOURSE AGAINST THE ISSUING AUTHORITY**

Pursuant to Section 635A(a - d) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief.

#### **SECTION 14.11 – TOWN'S RIGHT OF INTERVENTION**

The Town hereby reserves to itself, and the Licensee acknowledges, the Town's right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this Section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

#### **SECTION 14.12 – TERM**

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

#### **SECTION 14.13 – APPLICABILITY OF RENEWAL LICENSE**

All of the provisions in this Renewal License shall apply to the Town, Licensee, and their respective successors and assigns.



**SECTION 14.14 - NO THIRD PARTY BENEFICIARIES**

Nothing in this Renewal License is intended to confer third-party beneficiary status on any member of the public, entity or non-signatory party to enforce the terms of this Renewal License.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

**WITNESS OUR HANDS AND OFFICIAL SEAL, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

**TOWN OF STOW**

By its:  
Select Board

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

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

\_\_\_\_\_  
Ingebog Hegemann Clark

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

**Approved as to legal form:**

\_\_\_\_\_  
William H. Solomon  
Special Cable Counsel

**COMCAST OF MASSACHUSETTS III, INC.**

By:

\_\_\_\_\_  
Anthony M. Bowling  
Senior Vice President  
Greater Boston Region

**EXHIBIT 3.10**

**CABLE DROPS TO PUBLIC BUILDINGS AND SCHOOLS**

**Public Buildings**

- (i) Town Building, 380 Great Road
- (ii) Town Hall, 375 Great Road
- (iii) Police Department, 305 Great Road
- (iv) Fire Station, 16 Crescent Street
- (v) Randall Library, 19 Crescent Street
- (vi) Municipal Garage, 88 South Acton Road
- (vii) Council on Aging, 380 Great Road
- (viii) Senior Center, 511 Great Road
- (ix) West School Museum, corner of Harvard Rd and Hiley Brook Rd.
- (x) Town Beach House, Pine Bluffs Swimming Beach
- (xi) Town Recreation Facility, Old Bolton Road
- (xii) PEG Access Studio at the Town Building, 380 Great Road

**School Buildings**

- (i) Hale School, 55 Hartley Road
- (ii) Center School, 403 Great Road
- (iii) Pompositicut School, 511 Great Road

**EXHIBIT 5.2  
PROGRAMMING**

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

## **EXHIBIT 9.4 FCC CUSTOMER SERVICE OBLIGATIONS**

### **TITLE 47--TELECOMMUNICATION CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION**

#### **PART 76--CABLE TELEVISION SERVICE**

##### **Subpart H--General Operating Requirements**

##### **Sec. 76.309 Customer Service Obligations**

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this Section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards. (b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this Section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this Section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this Section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep

the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this Section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

## **EXHIBIT 9.5**

### **BILLING AND TERMINATION OF SERVICE**

#### **207 CMR 10.00**

##### **10.01: Billing Practices Notice**

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

##### **10.02: Services, Rates and Charges Notice**

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

##### **10.03: Form of Bill**

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
  - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
  - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
  - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
  - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
  - (e) the amount of the bill for the current billing period, separate from any prior balance due;

- (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
  - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
  - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
  - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

**10.04: Advance Billing and Issuance of Bill**

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

**10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service**

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
  - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
  - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
  - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

**10.06: Charges for Disconnection or Downgrading of Service**

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
  - (a) A subscriber requests total disconnection from cable service; or
  - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.



**10.07: Billing Disputes**

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

**10.08: Security Deposits**

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

**EXHIBIT 13.4**

**FORM 500**

*Please see attached.*

## Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Address:

Contact:

Phone:

E-Mail:

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		
Appointment/Service call					
Billing					
Customer Service					
Defective Notice					
Equipment					
Installation					
Reception					
Service Interruption					
Unable to Contact					
Failure to Respond to Original Complaint					
Other:					

## Form 500 Service Interruption Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Address:

Contact:

Phone:

E-Mail:

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 Begin	Average Resolution Time: (see Code Key above)	Estimated # of Subscribers Affected

# MINUTES

Select Board Meeting Minutes  
Tuesday, July 26, 2022  
Stow Town Building & Zoom

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

Present via Zoom: Ellen Sturgis

Chair Birch-McMichael called the meeting to order at 7 p.m. The Chair said that the meeting is being recorded, and participants via Zoom are to use the “hands up” function for public comment.

Chair Birch-McMichael has become aware of a false narrative created with no factual backup as to why the Board and Committee Code of Conduct item has been put back on the agenda; the Chair put it back at the request of a board member. Ms. Frecha had sent a markup of the policy and there was not time to add the document to this meeting for discussion. The Chair removed the item from the agenda.

Chair Birch-McMichael has received emails suggesting that not every member of every board should be painted with the same wide brush stroke. The Chair said the hope was that a blanket policy would allow for self-correction for board members that were misbehaving. In the absence of the policy the Select Board still has tools, including executive session and public censure, at their disposal. Uncivil behavior towards staff members or other board members, elected or appointed, will not be tolerated.

Public comment is for items not on tonight’s agenda. The Chair will not allow for disparaging comments about people. She reminded people that they can email Select Board members, the Select Board office, and the Town Administrator via the website; members are open to hearing feedback.

Chair Birch-McMichael said that they do not legislate this Board through Facebook or other forms of social media. It is a tool that is not equitable to this Board as not everyone has access to it. The Chair requested that if people have issues that they contact the Board or the office directly via email.

**Public Comment:**

Town Clerk Linda Hathaway was present via Zoom and reminded residents that the state has sent out the vote by mail applications. Please remember to indicate which party’s ballot you want to have sent to you. If this is not indicated you will not get a ballot by mail. Early voting will start on August 27th for those who want to vote in person prior to election day.

**Board Member Comments:** None

**Town Administrator (TA) Report**

- As of July 21st there are 18 positive Covid-19 cases in town which is a 6.74% positivity rate.
- On Saturday, July 16th the Lt. Governor, acting as the Governor, signed an extension to the Open Meeting Law remote meeting legislation which will allow for fully remote meetings through March 31, 2023.
- The Town Beach has been closed for swimming until further notice due to algae blooms. The Nashoba Associated Boards of Health conducted a visual inspection today at Lake Boon. The information is posted on the Town’s website.

- Regarding the Bose campus and the Masters Academy, there are many rumors and much speculation. It is all still in process and when the TA has information she will present it.

#### **Appointment of Call Firefighter – Jonathan Foster**

Fire Captain Barry Evers said that Mr. Foster has a lot of fire and EMS experience through work with other fire departments. Mr. Foster was present via Zoom and added that he began in 2003 in Ashland. He recently graduated from paramedic school.

*Board member Frecha moved to appoint Jonathan Foster to the position of Call Firefighter/EMT through June 30, 2023.*

*Board member Hegemann seconded the motion and it passed unanimously by roll call vote.*

#### **Appointment of Full-time Firefighter/EMT – Matthew McNulty**

Fire Captain Barry Evers said that Mr. McNulty was a recruit in 2017 and has been a very active member of the call department. He was recently appointed as the EMS coordinator for the department. Mr. McNulty said he is grateful for the opportunity. Mr. McNulty's grandfather William Duggan, a retired Maynard police detective, was present and pinned the badge on his grandson.

*Board member Frecha moved to appoint Matthew McNulty to the position of Full-time Firefighter/EMT through June 30, 2023.*

*Board member Hegemann seconded the motion and it passed unanimously by a roll call vote.*

#### **State Primary and Special Town Election Warrants**

Town Clerk Linda Hathaway was present via Zoom and said that to meet legal requirements, the Select Board signs the warrants and the Constable will post them in the appropriate places.

*Board member Frecha moved to approve and sign the State Primary and Special Town Election Warrants, as presented at this meeting.*

*Board member Hegemann seconded the motion and it passed unanimously by a roll call vote.*

#### **Assign Police Officers for September 6, 2022 Election**

*Board member Frecha moved to assign one (1) police officer for the September 6, 2022 election.*

*Board member Hegemann seconded the motion and it passed unanimously by a roll call vote.*

#### **Police Detail at Elections – Chapter 92 Section 72 of the Act of 2022**

The Massachusetts VOTES Act of 2022 states that the Select Board decides the number of police detail officers needed at each election. This vote will redelegate authority back to the Police Chief, who will work in collaboration with the Town Clerk to determine the number of officers needed at elections.

*Board member Frecha moved to delegate authority given to the Select Board in Chapter 92, Section 72 of the act of 2022, to detail a sufficient number of police officers or constables for each building that contains polling places for one or more precincts at every election therein to preserve order and to protect the election officers and supervisors from interference with their duties and to aid in enforcing the laws relating to elections, to the Chief of Police.*

*Board member Hegemann seconded the motion and it passed unanimously by a roll call vote.*

### **Update to Police Department Policy 1.15 - Handling Juveniles**

Police Chief Michael Sallese explained that this update to the existing policy has updated guidance on how officers will be handling juveniles including de-escalation techniques and alternatives to the juvenile justice system. Chief Sallese said “You can’t arrest your way out of every problem, so we have to have alternatives...”

*Board member Frecha moved to approve the updated Police Department Policy 1.15, Handling Juveniles, as presented at this meeting.*

*Board member Hegemann seconded the motion and it passed unanimously by a roll call vote.*

### **Common Victualler License – Mug & Muffin**

The TA said the application has been reviewed and everything is in order, and the Board of Health has issued a food permit. Mr. David Hill was present and said he is the owner of the Stow Brook Gulf business and is opening the Mug & Muffin now that the previous coffee shop has closed after 20 years. He hopes to provide better, faster, and less expensive service. He plans to open on Monday, August 1<sup>st</sup> with hours of 5 a.m. to 2 p.m. initially, with the hopes of eventually staying open until 6 p.m.

*Board member Frecha moved to approve and sign a Common Victualler license for Stow Brook Gulf d/b/a Mug & Muffin, located at 626 Great Road in Stow.*

*Board member Hegemann seconded the motion and it passed unanimously by a roll call vote.*

### **Green Advisory Committee Proposal**

Arnold “Arnie” Epstein, Chair of the Green Advisory Committee (GAC) and Sharon Brownfield, Vice-Chair of the GAC were present via Zoom.

Chair Birch-McMichael said there will not be a vote on this tonight as she wants the Capital Planning Committee and the Finance Committee to weigh in on this, as this would have a financial impact.

The proposal is asking that new municipal buildings not employ fossil fuels for heating or hot water, with exceptions considered for backup and emergency uses or where elimination of fossil fuels is not feasible or practicable, and that major renovations of existing municipal buildings would eliminate or significantly reduce the use of fossil fuels where practical. The Town should “lead by example” as it plans for major additions of new housing and retrofits to existing housing.

Green Communities grants are available for all-electric municipal construction. Stow has received \$388,000 to date in Green Community grants for municipal building retrofits of the Police Station, the Town Building and the Highway Department office.

The proposal included suggested wording for a Policy to Not Employ Fossil Fuels for New Municipal Buildings, Major Renovations, or HVAC Upgrades.

Building Commissioner Frank Ramsbottom was present via Zoom and said that if adopted this policy would apply to the renovations of the Randall Library.

The Board members discussed the policy and had positive things to say about the proposal, and will discuss this further at a future meeting.



### **Permit for 2022 Ride to Defeat ALS Bike Ride**

This is an annual event to benefit the ALS (Amyotrophic Lateral Sclerosis) Association.

*Board member Frecha moved, with the approval of Public Safety officials, to approve the use of Stow public ways for the 2022 Ride to Defeat ALS Bike Ride on Sunday, September 18, 2022.*

*Board member Hegemann seconded the motion and it passed unanimously by a roll call vote.*

### **Board and Committee Code of Conduct Policy**

This item was removed from the agenda by Chair Birch-McMichael at the beginning of the meeting.

### **Designate as Special Municipal Employees - Randall Library Building Exterior Design Committee**

This vote was to correct a clerical error in a prior vote and corrected the name of the committee.

*Board member Frecha moved to designate the Randall Library Building Exterior Design Committee as Special Municipal Employees pursuant to Mass. General Law c.268A. Members must agree to comply with State Ethics and Open Meeting Law requirements.*

*Board member Hegemann seconded the motion and it passed unanimously by a roll call vote.*

### **Meeting Minutes**

*Board member Frecha moved to accept the meeting minutes of the July 12, 2022 meeting as drafted.*

*Board member Hegemann seconded the motion and it passed unanimously by a roll call vote.*

### **Correspondence**

Ms. Sturgis asked that all the emails that come to the Select Board email be included in the correspondence.

Ms. Frecha spoke about the Planning Board request for comments on The Cottages at Wandering Pond. The TA said if the Select Board has specific comments it can be scheduled on an agenda.

### **Adjournment**

*At 7:58 p.m. Board member Frecha moved to adjourn. Board member Hegemann seconded the motion and it passed unanimously by a roll call vote.*

Respectfully submitted,

*Joyce Sampson*

Executive Assistant

### **Documents used at this meeting:**

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