

AGENDA
SELECT BOARD
June 27, 2023
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/83577779390?pwd=THFxZi8vZDU4V0ZzeU92MXhwLzNQZz09>

Meeting ID: 835 7777 9390

Passcode: 55313397

1. Public Comment
2. Recognition
 - Fire Lieutenant Erick Benoit – Lifesaving measures on November 30, 2022
 - Firefighter Benjamin Glover - Lifesaving measures on November 30, 2022
 - Firefighter/EMT Matthew McNulty - Lifesaving measures on November 30, 2022
 - Firefighter/EMT Rachel Vroegindewey - Lifesaving measures on November 30, 2022
3. Board Member Comments
4. Town Administrator’s Report
5. Appointments
 - Kellie Barhight to the position of Police Lieutenant through June 30, 2024
 - David Soar to the position of Call Firefighter/EMT through June 30, 2024

Public Hearing – 7:15 p.m.

Liquor License Transfer from Nancy’s Airfield Café, 302 Boxboro Road to Fourth & Field, Melissa Simon

6. Discussion and Possible Vote
 - Common Victualler License for Fourth & Field, 302 Boxboro Road
 - Annual July 1 appointments
 - Sign Middlesex County Mutual Aid Agreement – Chief Michael Sallèse
 - G.L c.268A, §19 Disclosure from Fire Chief John Paul Benoit
 - G.L c.268A, §19 Disclosure from John Toole for Capital Planning Committee
 - Review and Sign Updated Covenant for Elizabeth Brook Apartments – Atty. Rita Schwantes
 - Review Draft Open Space and Recreation Plan
 - Sign Annual Warrant and Inter-Municipal Agreement for Animal Control Services with Boxboro
 - Review Personnel Policies
 - Health Savings Account Policy
 - Small Necessities Leave Act (SNLA)
 - Family Medical Leave Act
 - Sign BAN renewal for Lower Village Traffic Improvements
7. Meeting Minutes
 - June 13, 2023
8. Board Correspondence & Updates
9. Adjournment

Correspondence Received:

6/8/23 from Fire Chief John Paul Benoit; G.L c.268A, §23(b)(3) Disclosure of Appearance of Conflict of Interest
6/20/23 from Valerie Oorthuys; email to Jordan Mackey regarding Event Permit requirements
6/21/23 from Mass Dept of Agricultural Resources; Hemp License Safety Notification for A. DiPietro
6/12/23 from Board of Appeals; Notice of Public Hearing July 10, 2023 at 7:15 p.m., 73 Kingland Road
6/14/23 from Board of Appeals; Notice of Public Hearing July 10, 2023 at 7:40 p.m., 19 Crescent Street
6/15/23 from Conservation Commission; Notice of Public Hearing Jul 5, 2023 at 7:45 p.m., 16 Pine Point Road
6/16/23 from Board of Appeals, Plantation I and II (Elizabeth Brook Apts) Decision on Insubstantial Modification
6/20/23 from Comcast; Starz monthly price increase

Posted Friday, 6/23/2023
2 p.m.

RECOGNITION



**Stow Fire Rescue
Record of Exceptional Performance**

Employee's Name: Lieutenant Erick Benoit

Date Prepared: 06/7/23

Initiator of commendation: Captain Barry Evers

Description and date of exceptional performance: On November 30, 2022, the Stow Fire Department was called to 183 Red Acre Rd. for a report of a male party choking. When crews arrived on scene, CPR was immediately initiated. The crew was able to restore a heart rate and respiration to the patient.

Supervisor's comments: The patient's life was greatly dependent on the efforts taken when Lieutenant Benoit initially arrived on the scene. It was essential for him to start patient care and collaborate with his partner to arrange incoming resources to contribute to a successful conclusion.

Supervisor's signature

Fire Chief

Town Administrator



**Stow Fire Rescue
Record of Exceptional Performance**

Employee's Name: Firefighter Benjamin Glover

Date Prepared: 06/7/23

Initiator of commendation: Captain Barry Evers

Description and date of exceptional performance: On November 30, 2022, the Stow Fire Department was called to 183 Red Acre Rd. for a report of a male party choking. When crews arrived on scene, CPR was immediately initiated. The crew was able to restore a heart rate and respiration to the patient.

Supervisor's comments: Firefighter Glover arrived on scene and assisted the rescue crew with resuscitation attempts. His actions made a significant difference in the outcome.

Supervisor's signature

Fire Chief

Town Administrator



**Stow Fire Rescue
Record of Exceptional Performance**

Employee's Name: Firefighter/EMT Matthew McNulty

Date Prepared: 06/7/23

Initiator of commendation: Captain Barry Evers

Description and date of exceptional performance: On November 30, 2022, the Stow Fire Department was called to 183 Red Acre Rd. for a report of a male party choking. When crews arrived on scene, CPR was immediately initiated. The crew was able to restore a heart rate and respiration to the patient.

Supervisor's comments: The patient's life was greatly dependent on the efforts taken when Firefighter/EMT McNulty initially arrived on the scene. It was essential for him to start patient care and collaborate with his partner to arrange incoming resources to contribute to a successful conclusion.

Supervisor's signature

Fire Chief

Town Administrator



**Stow Fire Rescue
Record of Exceptional Performance**

Employee's Name: Firefighter/EMT Rachel Vroegindewey

Date Prepared: 06/7/23

Initiator of commendation: Captain Barry Evers

Description and date of exceptional performance: On November 30, 2022, the Stow Fire Department was called to 183 Red Acre Rd. for a report of a male party choking. When crews arrived on scene, CPR was immediately initiated. The crew was able to restore a heart rate and respiration to the patient.

Supervisor's comments: Firefighter/EMT Vroegindewey arrived on scene and assisted the rescue crew with resuscitation attempts. Her actions made a significant difference in the outcome.

Supervisor's signature

BE

Fire Chief

JHR

Town Administrator

Rosemarie

APPOINTMENTS



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

Town of Stow
Office of the
Town Administrator

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

I am pleased to recommend Kellie Barhight to the position of Lieutenant for the Police Department. Kellie has more than 20 years' experience working in law enforcement. She did remarkably well on the Assessment Center and had a phenomenal interview with the Screening Committee. Kellie is extremely knowledgeable on police procedures, she is very community oriented in the Town she works for, and has many certifications that will benefit the Stow Police Department. In addition to her full-time job, Kellie has worked for many years as a Training Officer for the Municipal Police Training Academy.

Kellie has a great personality and will be a tremendous support to the Chief, while being available to mentor and work with all members of the Department.

I am thrilled to be recommending Kellie Barhight and respectfully ask for your ratification of this recommendation.

Denise M Dembkoski



Town of Stow POLICE DEPARTMENT

305 Great Road
Stow, Massachusetts 01775
(978) 897-4545
FAX (978) 897-3692



Michael Sallese
Chief of Police

June 12, 2023

Select Board
380 Great Road
Stow, MA 01775

RE: Recommendation for Hiring Kellie Barhight for Lieutenant

On May 11, 2023, Lt. Darren Thraen retired from the Stow Police Department after 31 years of service. This created a vacancy for the position of Lieutenant. Lt. Thraen notified the Town in December of 2022 that he was retiring, which enabled the Town Administrator and I to start the hiring process early on.

A hiring committee was formed in January, which was made up of both Town of Stow staff and residents. The hiring committee was composed of myself, the Town Administrator, Assistant Town Administrator, Abby Morgan, President of Nashoba Area Social Justice Alliance, and Bob Frederick, a resident and retired businessman.

The committee agreed that the first steps would be setting the criteria of the potential candidates. This included setting the standard on existing training, experience, and knowledge. To help ensure that candidates met these criteria, a consulting firm who has experience with hiring upper-level police managers was brought in. This firm was hired to complete a written test, as well as scenario-based assessments.

The Lieutenant posting was advertised starting at the end of January and was open to the end of February. This posting produced 13 applicants. The Committee reviewed the resumes and invited 5 applicants to take the written test. The written test was completed at the Stow Community Center on April 8, 2023, and the assessment center was conducted on April 22, 2023.

From there, the top three were then invited in to interview with the hiring committee. Interviews were held on May 2, 2023, and each interview was approximately an hour long. At the end of the interviews, one clear leader presented themselves, Kellie Barhight.

Kellie has been a police officer for over 23 years and is currently working in Ayer as a Sergeant. She brings experience as a Lead Detective with over 14 years' experience, numerous certifications, including experience with police accreditation and as an instructor for the Municipal Police Training Council. She has a Bachelor of Arts in Criminal Justice and a Masters Degree in Public Administration. Kellie is also certified in mental health crisis response, and is a member of a regional Critical Incident Stress Management team. The combination of Kellie's

experience, education, and training will make her a great addition to the Stow Police Department.

Kellie is a community-oriented officer and looks forward to meeting the employees and residents of Stow. She believes in being a visible Lieutenant and plans to be part of meetings and events in Stow that benefit not only the department, but the Town overall. Kellie came by the department on May 15th and was able to meet and visit with the staff.

Once Kellie was selected, I then completed the following required background check from the Police Officer Standards and Training Commission (POST);

- Fingerprinting
- KQ: Driver History
- BOP: MA Criminal History
- Q5: MA Suicide Check
- QWA: CJIS/NCIC Wanted/Missing Person/Vehicle
- WMS: MA Warrants
- SX: MA Sex Offender
- DQ: Out-of-State Driver's License
- BOPFI: MA License to Carry (LTC)/Firearms Identification Card (FID)
- FSI: MA Firearms Ownership
- QH/QR: Criminal History NCIC/III (AFIS-R)
- Coplink
- R3: MA Driver's License
- NDI – National Decertification index

I found nothing that is a disqualifier for Kellie to be appointed for the Town of Stow. I also completed an in person background check with her current employer. Chief Gill of the Ayer Police Department stated that Kellie was at the top of the Sergeants exam, that she is a big asset to the department, and has many skills that she brings with her. Chief Gill reported that replacing her will be a tough process due to all the involvement she has with the department and the community. I then spoke to five of Kellie neighbors. All reported that her and her family are always welcoming, a wonderful part of the community, and all could not say enough positive things about Kellie.

As required by law, Kellie completed both a psychological screening, as well as a physical assessment Neither exam revealed any problems or characteristics that would interfere with Kellie's ability to be a police officer.

Now that all background information and required exams have concluded, I respectfully ask the Board to appoint Kellie Barhight to the open position of Police Lieutenant, with a start date pending the Town Administrator's approval.

Respectfully submitted,



Michael Sallese, Chief of Police

Stow Police Department



Denise M. Dembkoski
Town Administrator

townadministrator@stow-ma.gov

Town of Stow
Office of the
Town Administrator

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

I am pleased to recommend David Soar to the position of Call Firefighter/EMT for the Fire Department. David is recently retired as the Chief of Weston, and was a former Stow Fire Chief, who I have personally worked with on the ALS ambulance committee. David will be a tremendous asset to the department and will bring with him years of experience, knowledge, and training.

I respectfully ask for your ratification of this recommendation.

Denise M Dembkoski



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

June 8, 2023

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

Denise,

I respectfully request your recommendation to appoint David Soar to the Position of Call Firefighter/EMT with the Stow Fire Department. As a past Stow Fire Chief, David has great understanding of the fire department and its operations. David has recently retired from Weston Fire Department and wishes to continue his service with Stow as a Call Firefighter/EMT. David experience with our operation will afford him the opportunity to fill a much-needed void in our Per-Diem staffing as well as a call firefighter/EMT.

Please let me know if you require any other information regarding this candidate.

Respectfully,

John P Benoit
Fire Chief

PUBLIC HEARING

7:15pm

Liquor License Transfer
From Nancy's Airfield Café to
Fourth & Field
302 Boxboro Road



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

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

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

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



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

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

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

We are applying for a transfer of liquor license at Nancy's Airfield Cafe in Stow. Nancy's was a farm to table cafe for nearly 36 years, located on Minute Man Airfield. We would like to continue on Nancy's Farm to Table vision- now with a casual dining experience open for breakfast, lunch and dinner.

2. LICENSE CLASSIFICATION INFORMATION

| ON/OFF-PREMISES | TYPE | CATEGORY | CLASS |
|-----------------|-----------------|-------------------------|--------|
| On-Premises-12 | \$12 Restaurant | All Alcoholic Beverages | Annual |

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

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

Fourth & Field is a farm to table casual dining family style restaurant. There are 2 main rooms, one with a small bar and tables and one with only tables overlooking minute man airfield. There is seating outside on the patio as well.

| | | | | | |
|---------------------|-----------------------------------|------------------|---------------------------------|------------------|-----------------------------------|
| Total Sq. Footage | <input type="text" value="1798"/> | Seating Capacity | <input type="text" value="71"/> | Occupancy Number | <input type="text" value="1510"/> |
| Number of Entrances | <input type="text" value="1"/> | Number of Exits | <input type="text" value="3"/> | Number of Floors | <input type="text" value="1"/> |

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

| Name of Principal | Title/Position | Percentage of Ownership |
|---|--|-----------------------------------|
| <input type="text" value="Nancy R. McPherson"/> | <input type="text" value="President"/> | <input type="text" value="100%"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

| | | | |
|---|---|---|---|
| Name of Principal | Residential Address | SSN | DOB |
| <input type="text" value="Melissa Simon"/> | <input type="text" value="Wren, MA 02464"/> | <input type="text"/> | <input type="text"/> |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager US Citizen | MA Resident |
| <input type="text" value="Manager/Member"/> | <input type="text" value="60%"/> | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB |
| <input type="text" value="Thomas Riley"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager US Citizen | MA Resident |
| <input type="text" value="Member"/> | <input type="text" value="40%"/> | <input type="radio"/> Yes <input checked="" type="radio"/> No | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager US Citizen | MA Resident |
| <input type="text"/> | <input type="text"/> | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager US Citizen | MA Resident |
| <input type="text"/> | <input type="text"/> | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |

APPLICATION FOR A TRANSFER OF LICENSE

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

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

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

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

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

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

| Name | License Type | License Name | Municipality |
|------|--------------|--------------|--------------|
| | | | |
| | | | |
| | | | |

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

| Name | License Type | License Name | Municipality |
|------|--------------|--------------|--------------|
| | | | |
| | | | |
| | | | |

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure

Date of Incorporation

State of Incorporation

Is the Corporation publicly traded? Yes No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Lease Ending Date

Will the Landlord receive revenue based on percentage of alcohol sales? Yes No

9. APPLICATION CONTACT

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

Name:

Phone:

Title:

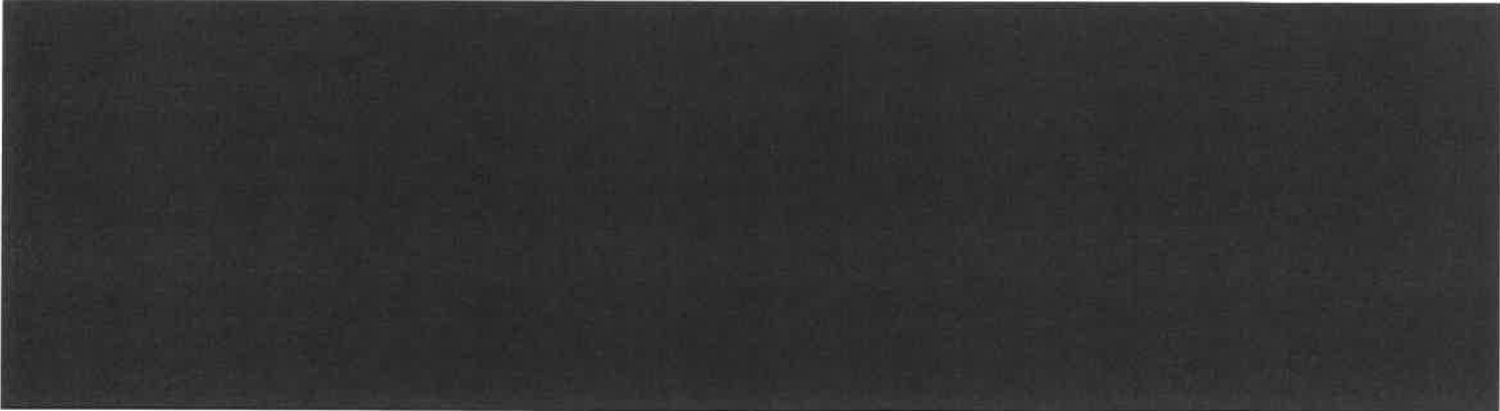
Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

| | |
|---------------------------------------|---------|
| A. Purchase Price for Real Estate | |
| B. Purchase Price for Business Assets | 100,000 |
| C. Other* (Please specify) | |
| D. Total Cost | 100,000 |

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



SOURCE OF FINANCING

Please provide signed financing documentation.

| Name of Lender | Amount | Type of Financing | Is the lender a licensee pursuant to M.G.L. Ch. 138. |
|----------------|--------|-------------------|--|
| | | | <input type="radio"/> Yes <input type="radio"/> No |
| | | | <input type="radio"/> Yes <input type="radio"/> No |
| | | | <input type="radio"/> Yes <input type="radio"/> No |
| | | | <input type="radio"/> Yes <input type="radio"/> No |

FINANCIAL INFORMATION

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

Savings from both Members and partners. No financial institution.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

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

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

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

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

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

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

| Date | Municipality | Charge | Disposition |
|------|--------------|--------|-------------|
| | | | |
| | | | |
| | | | |

C. EMPLOYMENT INFORMATION

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

| Start Date | End Date | Position | Employer | Supervisor Name |
|------------|----------|-------------------|-----------------------|-----------------|
| 9/2019 | 3/2020 | Human Resources | Navy Yard Hospitality | CharlieLarner |
| 2011 | 2019 | Bartender/Manager | Raw Restaurant Group | CharlieLarner |
| | | | | |
| | | | | |

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature Date

13. MANAGEMENT AGREEMENT

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

Yes No

If yes, please fill out section 13.

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

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

13A. MANAGEMENT ENTITY

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

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

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

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

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

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

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

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

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

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

CRIMINAL HISTORY

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

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

Yes No

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

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

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

| Name | License Type | License Name | Municipality |
|------|--------------|--------------|--------------|
| | | | |
| | | | |
| | | | |

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

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

| Name | License Type | License Name | Municipality |
|------|--------------|--------------|--------------|
| | | | |
| | | | |
| | | | |

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

| Licensee Name | License Type | Municipality | Date(s) of Agreement |
|---------------|--------------|--------------|----------------------|
| | | | |
| | | | |
| | | | |

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

13F. TERMS OF AGREEMENT

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

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

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

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

ABCC Licensee Officer/LLC Manager

Signature:
 Title:
 Date:

Management Agreement Entity Officer/LLC Manager

Signature:
 Title:
 Date:

ADDITIONAL INFORMATION

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

APPLICANT'S STATEMENT

I, the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory
of
Name of the Entity/Corporation

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

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

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

Signature:

Date:

Title:

CORPORATE VOTE

The Board of Directors or LLC Managers of
Entity Name
duly voted to apply to the Licensing Authority of and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize
Name of Person

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

"VOTED: To appoint
Name of Liquor License Manager

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

A true copy attest,

For Corporations ONLY

A true copy attest,

Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature

(Print Name)

(Print Name)

ADDENDUM A

6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)

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

| | | | | |
|-----------------------|-------------------------|---|--|--|
| Entity Name | | Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed) | | |
| | | | | |
| Name of Principal | Residential Address | SSN | DOB | |
| | | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
| | | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB | |
| | | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
| | | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB | |
| | | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
| | | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB | |
| | | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
| | | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB | |
| | | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
| | | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB | |
| | | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
| | | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB | |
| | | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
| | | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

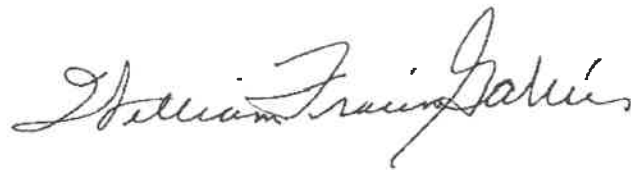
Yes No

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

February 17, 2023 01:28 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001638066

The date of filing of the original certificate of organization: 2/17/2023

1.a. Exact name of the limited liability company: FOURTH & FIELD LLC

1.b. The exact name of the limited liability company as amended, is: FOURTH & FIELD LLC

2a. Location of its principal office:

No. and Street: 302 BOXBORO ROAD
302 BOXBORO ROAD
City or Town: STOW State: MA Zip: 01775 Country: USA

3. As amended, the general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: [REDACTED]
No. and Street: [REDACTED]
City or Town: [REDACTED] State: MA Zip: 02464 Country: USA

6. The name and business address of each manager, if any:

| Title | Individual Name First, Middle, Last, Suffix | Address (no PO Box) Address, City or Town, State, Zip Code |
|---------|--|---|
| MANAGER | MELISSA M SIMON | [REDACTED] |

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

| Title | Individual Name First, Middle, Last, Suffix | Address (no PO Box) Address, City or Town, State, Zip Code |
|-------|--|---|
| | | |

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

| Title | Individual Name First, Middle, Last, Suffix | Address (no PO Box) Address, City or Town, State, Zip Code |
|---------------|--|---|
| REAL PROPERTY | MELISSA M SIMON | 14 PENNSYLVANIA AVE NEWTON, MA 02464 USA |

9. Additional matters:

10. State the amendments to the certificate:

THE LLC WILL BE MANAGER-MANAGED AND MELISSA M SIMON IS ELECTED AS THE SOLE MANAGER. THEREFORE, MELISSA M SIMON IS REMOVED FROM ARTICLE 7.

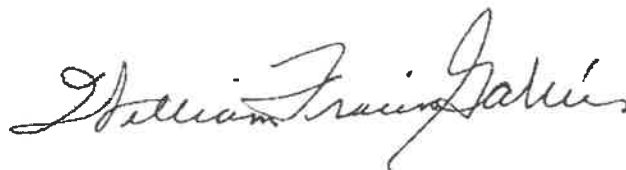
11. The amendment certificate shall be effective when filed unless a later effective date is specified:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 26 Day of May, 2023,
MELISSA M SIMON , Signature of Authorized Signatory.**

THE COMMONWEALTH OF MASSACHUSETTS

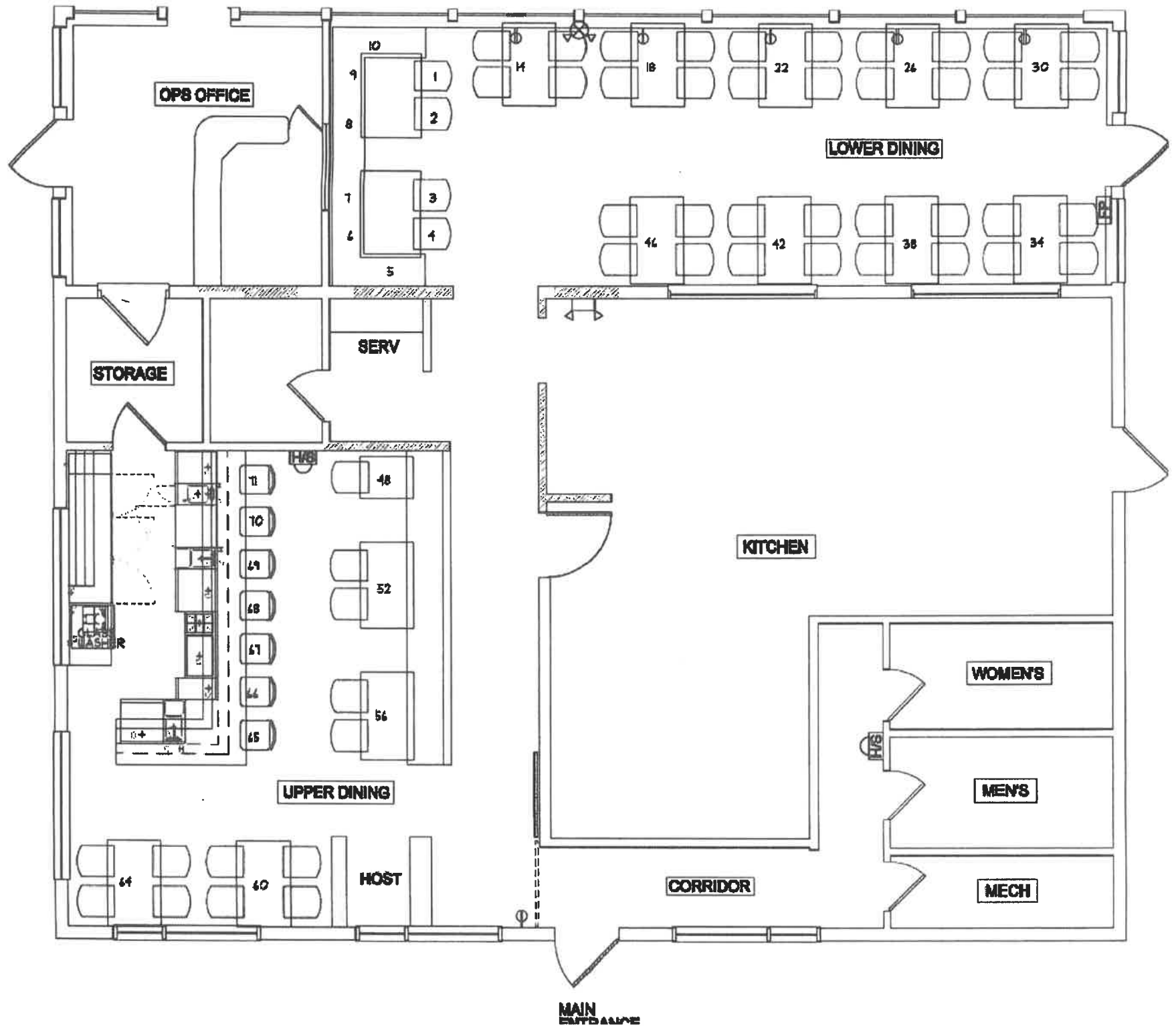
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

May 26, 2023 10:04 AM

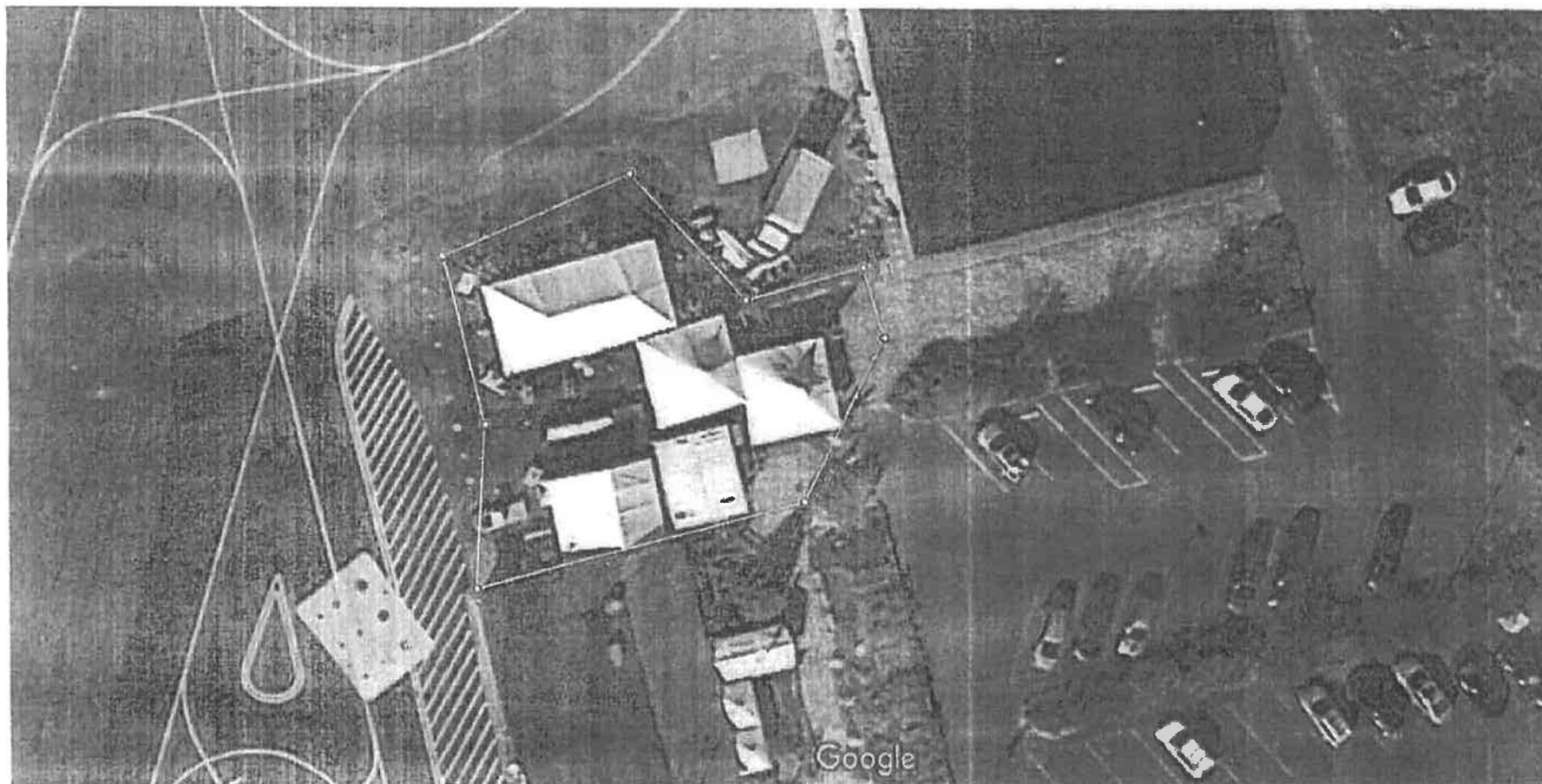
A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



TOTAL SEATS = 11



Map data ©2023 , Map data ©2023 20 ft

Measure distance
Total area: 5,587.38 ft² (519.08 m²)
Total distance: 315.16 ft (96.06 m)

11, at

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lunch-

us for
David
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show.

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Street
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a visit!

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and more

~~OUT OF TOWN~~

“HOW TO TALK TO KIDS ABOUT GUN VIOLENCE”

Join the Discovery Museum online to hear Drs. Patricia Crain de Galarce, Neena McConnico, and Anthony Rao—specialists in child behavior, trauma, and exposure to violence—discuss how to answer children’s questions about gun violence and manage our own fears as we try to keep them safe. **Wednesday, June 7, 7pm to 8pm**, live via Zoom webinar. Free with advance registration, which is required, at <http://bit.ly/DMSpeakerSeries>. The event will be live captioned. Certificate of attendance is available upon request to events@discoveryaction.org.

WOMEN'S BUSINESS NETWORK HOSTS ANNUAL POTLUCK

The WBN (Women's Business Network) Annual Potluck is on **Thursday, June 8** at 6:30pm at the Virginia Thurston Healing Garden, 145 Bolton Rd. in Harvard. You must RSVP for this event to: Deb Oliva at dboliva@charter.net. Tell us what you're bringing, or if it's an appetizer, main course, salad, or dessert. WBN members: No charge; Guests: \$10. WBN is a local, volunteer run networking group of women in small businesses, professional practices, non-profits and the arts who meet monthly for mutual support, education & networking.

HUDSON ART & FRAMING EVENT

Hudson Art & Framing will celebrate 30 years of community and business at its store in the heart of Hudson, at 18 Main St., on **Thursday, June 15**, from 5 to 7:30 p.m. (This event is free and open to the public.)

For more information call 978-875-0538 or send email to Suzy Becker at suzy@suzybecker.com.

LICENSING BOARD FOR THE TOWN OF STOW (Select Board)

Notice is hereby given under Chapter 138 of the General Laws that Nancy's Airfield Café, 302 Boxboro Road, Stow, has applied for a transfer of liquor license to Fourth & Field, manager Melissa Simon, 14 Pennsylvania Avenue, Newton, MA 02464.

A public hearing will be held on the license transfer application on Tuesday, June 27, 2023 at 7:15 p.m. in the Stow Town Building, 380 Great Road, Stow, MA, with attendance in person or via Zoom.

Stow Select Board

Join Zoom Meeting

<https://us06web.zoom.us/j/83577779390?pwd=THFxZi8vZDU4V0ZzeU92MXhwLzNQZz09>

Meeting ID: 835 7777 9390

Passcode: 55313397

Posted 6/2/2023

Print *ix*, *The Stow Independent*, 6/7/2023 issue



ACCOUNT ENDING - 42007

Amex EveryDay® Card

CARD MEMBER

BRIAN MALONE

| DATE | DESCRIPTION | AMOUNT |
|--------|---|----------|
| Apr 20 | NCOURT-DP FLORIDA 955A COBB PLACE BLVD KENNESAW GA 30144 (678) 255-4019 http://www.ncourt.com | \$204.70 |
| | NCOURT *MAABCC BOSTON MA Will appear on your May 2, 2023 statement as NCOURT *MAABCC BOSTON MA CARD BRIAN MALONE MEMBERSHIP REWARDS POINTS 1X on Other purchases 205 ADDITIONAL INFORMATION 698F0433-0559667639E58A 02114 ONLINE PAYMENT | |



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: March 24, 2022

To Whom It May Concern :

I hereby certify that according to the records of this office,

THE AIR FIELD CAFE, INC.

is a domestic corporation organized on **January 30, 2002** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 22030321470

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: tad

**DISCUSSION &
POSSIBLE VOTE**

Common Victualler License for
Fourth & Field, 302 Boxboro
Road



**TOWN OF STOW, MASSACHUSETTS
COMMON VICTUALER LICENSE APPLICATION**

To The License Board of the Town of Stow:

The undersigned respectfully petitions that he/she be granted a Common Victualer's License upon the premises situated at:



Business Information: *Fernan; Feid*

Name: *Melissa Simma* d/b/a _____

Address: *302 Boxboro Road*

Town: *Stow* State/Zip: *MA 01775*

Telephone: *978-897-3934* Cell Phone: *617-448-4001*

Email: *info@fernandfeid.com*

Name of Manager: *Melissa Simma*

Zoning Board Special Permit #: Business Permit #: _____

Owner Information: (if different from above)

Name: *Melissa Simma*



Email: *Melissa M. Simma52@gmail.com*

Type of Establishment: (check one)

Restaurant

Seating Capacity *71*

Coffee Shop _____

Days & Hours of Operation: *Wed / Thurs 4-9*

Other _____ (Describe)

Fri/Sat 11-9 Sun 9-3

Holder of Liquor License: Yes _____ No *NOT yet*

The issuance of a license herein is based in part from the presentation contained in the application, and any misrepresentation may be cause for revocation by the licensing authority.

Applicant must provide a copy of inspection certificates from the building inspector, health agent & fire department when picking up their license.

I hereby swear under the pains and penalties of perjury that the information I have given is true to the best of my knowledge and belief.

Signature: MSM **Date:** 6/15/23

Pursuant to MGL Ch. 62C, Sec. 49A: I certify under the pains and penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns and paid all State taxes required under law.

Signature of Applicant: MSM

Signature of Corporate Officer (if a Corporation): _____

Federal ID or Soc. Sec. #: 92-2781393

A Certificate of Insurance showing evidence that the applicant has Workers' Compensation Insurance and General Liability Insurance must be included with this completed application.

No Common Victualer License will be approved until the applicant addresses all issues and/or concerns to the satisfaction of the Select Board, and no CVL will be issued until all required inspections have been conducted, permits granted, and final approvals given by the Building Department, Health Agent and Fire Department.

APPROVED BY THE SELECT BOARD

DATE: _____



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 Lafayette City Center
 2 Avenue de Lafayette, Boston, MA 02111-1750
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers
Applicant Information **Please Print Legibly**

Name (Business/Organization/Individual): Fourth & Field LLC

Address: 302 Boxboro Road

City/State/Zip: Stow, MA 01775 Phone #: _____

| | | | |
|--|--|--|--|
| Are you an employer? Check the appropriate box: 1. <input checked="" type="checkbox"/> I am a employer with <u>15-20</u> employees (full and/or part-time).* 2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required.] 3. <input type="checkbox"/> I am a homeowner doing all work myself. [No workers' comp. insurance required.] † | | 4. <input type="checkbox"/> I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance. ‡ 5. <input type="checkbox"/> We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(4), and we have no employees. [No workers' comp. insurance required.] | Type of project (required): 6. <input type="checkbox"/> New construction 7. <input type="checkbox"/> Remodeling 8. <input type="checkbox"/> Demolition 9. <input type="checkbox"/> Building addition 10. <input type="checkbox"/> Electrical repairs or additions 11. <input type="checkbox"/> Plumbing repairs or additions 12. <input type="checkbox"/> Roof repairs 13. <input type="checkbox"/> Other _____ |
|--|--|--|--|

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
 † Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.
 ‡ Contractors that check this box must attached an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy and job site information.

Insurance Company Name: LJM Insurance Agency Inc

Policy # or Self-ins. Lic. #: 307 Union Ave Expiration Date: _____

Job Site Address: Frammingham MA City/State/Zip: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date). Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.

Signature: M. Sma Date: 01/15/23

Phone #: 617-448-4001

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (check one):
 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Electrical Inspector 5. Plumbing Inspector 6. Other _____

Contact Person: _____ Phone #: _____

Annual July 1 Appointments



**Town of Stow
SELECT BOARD**

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

Paid Positions requiring reappointment from July 1-August 31, 2023:

Call Firefighters/EMTs

Sean Duddy
Joshua Mondragon

Apprentice Firefighters

Juan Duran
Darwin Fajardo

Paid positions requiring annual reappointment July 1, 2023- June 30, 2024:

Assistant Town Administrator/Human Resources Director

Dolores Hamilton

Emergency Management Officer

Fire Chief John Paul Benoit

Select Board and Town Administrator Executive Assistant

Joyce Sampson

Town Counsel

KP Law, P.C.

Tree Warden (annual from July 1, per Town Charter)

Bruce E. Fletcher

Fire Department:

Firefighters – full-time

John Paul Benoit, Full-Time Chief
Barry Evers, Full-Time Captain
Mark Guerin, Full-Time Firefighter/EMT, Call Lieutenant
Erick Benoit, Full-Time Firefighter/EMT, Call Lieutenant
Rachel Vroegindewey, Full-Time Firefighter/EMT
Matthew McNulty, Full-Time Firefighter/EMT

Call Lieutenant

Ryan Boyd, Call Lieutenant
Jonathan Gray, Call Lieutenant
Steven Walsh, Call Lieutenant

Call Firefighters/EMTs

Jonathan Beharrell
Timothy Benoit
Kristina Ellis
Richard Falcioni
Camden Herlihy
Todd Jakubek
Bryan Kiley
Stephen Laaper
Timothy Landry
Yuris Mangolds
Michael Murphy
Matthew Olson
Susan Siewierski
David Soar
Jack Stafford
Judson Swinimer

Call Firefighters

Kevin Benoit
Scott Dwinells
Thomas Fitzsimmons
David Frost
Benjamin Glover
Timothy Gray
Jeffery Hill
Paul May
Jonathan McDowell
Gregg Silverio

Emergency Medical Technicians

Olivia Liang

Police Department:**Full Time Officers**

Michael Sallese, Chief of Police
Cassandra Scott, Sergeant
David Goguen, Sergeant
Robert Nelson, Patrol Officer

Christopher Kusz, Detective
Luke Dezago, Prosecutor
Brendan Fitzpatrick, Detective
Brandon Murphy, Patrol Officer
Jacob Champoux, Patrol Officer
Troy Paradise, Patrol Officer

Full Time Dispatchers/Special Officers

John Fantasia, Dispatcher Supervisor/Special Officer
Jon Butler, Dispatcher/Special Officer
Gabriel Lopez, Dispatcher
Sean Marques, Dispatcher

Part-Time Dispatcher

Laurel Brazao, Per Diem on-call

Per Diem Special Officers

William Bosworth, Special Officer (on-call)
Darren Thraen, Special Officer (on-call)
John Connors, Special Officer (on-call)
Jeffrey Beckwith, Special Officer/Lake Boon Officer (on-call)

Miscellaneous Appointments:

Street Numbering – Town Clerk's office

Declined Reappointment:

Paul Tavalone - Constable



Town of Stow **SELECT BOARD**

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Volunteer Board/Committee Appointments, Terms Beginning July 1, 2023

The following people have been serving on the board/committee listed and have indicated a willingness to be reappointed:

Liz Painter – Agricultural Committee – 3-year term

Serena Furman – Conservation Commission – 3-year term

Matthew Styckiewicz – Conservation Commission – 3-year term

David Korn – Green Advisory Committee Member-at-Large – 1-year term

John Sangermano – Green Advisory Committee Member at Large – 1-year term

Barbara Clancy – Historical Commission – 3-year term

Robert Norton – Historical Commission – 3-year term

Arnold Epstein – Hudson Light & Power Board, Stow Representative – 1-year term

Daniel Tereau – Lake Boon Commission – 3-year term

Alyson Toole -Montachusett Area Regional Transport (MART) Representative – 1-year term

Michael Kopczynski - Municipal Affordable Housing Trust (SMAHT) - 2-year term

Cathy Leonard - Municipal Affordable Housing Trust (SMAHT) - 2-year term

Quince Papanastassiou - Municipal Affordable Housing Trust (SMAHT) - 2-year term

Laurie Burnett – Open Space Committee – 3-year term

Margaret Costello – Open Space Committee – 3-year term

Samantha Altieri – Recreation Commission – 1-year term

Michael Busch – Recreation Commission – 1-year term

Mark Dexter – Recreation Commission – 1-year term

Alison Lamkin – Recreation Commission – 1-year term

Dan Nicholson – Recreation Commission – 1-year term

Wes Fisher – Registrar of Voters – 3-year term

Jeff Smith – Trustee, Randall Relief Fund, Randall Town Fund, Town Farm Fund – 3-year term

Patricia Bolton – Veterans Graves Committee – 1-year term

Leonard Golder – Zoning Board of Appeals Associate Member – 5-year term

Select Board – Fence Viewers – 1-year term



Town of Stow
SELECT BOARD

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

Volunteer Board/Committee Appointments, Terms Beginning July 1, 2023

The following people have been serving on the board/committee listed and have **declined** reappointment:

Chet Jacobs – Cemetery Committee

Carol Lynn – Green Advisory Committee Select Board appointee

Carole-Ann Baer – SpringFest Organizing Committee

Jackie Spataro – SpringFest Organizing Committee

Martha Monroe – Veterans Graves Committee

Tom Zavorski – Veterans Graves Committee

Mark Jones – Zoning Board of Appeals

William Byron – Zoning Board of Appeals Associate

Sign Middlesex County
Mutual Aid Agreement

Chief Michael Sallese



Massachusetts **Interagency Mutual Aid Agreement**

***Sponsored by: Middlesex Chiefs of
Police Association***

The signatory Municipal Police Departments of the Commonwealth of Massachusetts and contiguous communities, all acting through their respective Chiefs of Police and other authorized signatories, referred hereinafter collectively as “the Parties,” witness:

WHEREAS, the Parties to this agreement (“Agreement”) recognize that, in certain situations the ability of police officers to exercise sworn police powers outside of the territorial limits of the municipality where such officers are regularly employed may be desirable and necessary in order to preserve officer safety and protect the lives, safety, and property of the public of each participating community; and

WHEREAS, Chapter 40, Section 8G, of the Massachusetts General Laws, duly accepted by each of the Parties, authorizes cities and towns that have accepted its provisions to enter into agreements with other cities and towns to provide mutual aid and support; and

WHEREAS, each Party desires to enter into an agreement that sets forth mutually agreeable terms and conditions for the furnishing of law enforcement mutual aid for the exercise of police authority by police officers of each Party within the territorial limits of each other Party;

NOW THEREFORE, the Parties hereto mutually agree as follows:

Section 1.0 Purpose & Authority

This Agreement constitutes an agreement by, between, and among the Parties to establish a strategic working partnership to address public safety concerns including but not limited to: providing mutual aid for the member police departments because of terrorist or enemy action; natural disaster; unusual occurrence, including but not limited to fire, flood, storm, earthquake, landslide, aircraft accident, search or rescue operations; other natural or man-caused incidents requiring exceptional police action; school or workplace violence; riot; mob action; civil disturbance; demonstration; urban insurgency; impaired driving; drug distribution; electronic & cybercrime; combating violent street gangs and associations; as well as any law enforcement operations that require more sophisticated investigation on a regionalized basis or any situation threatening the peace and tranquility in the Parties’ jurisdictions.

In order to address these public safety concerns, the Parties hereby agree to have sworn police officers from each department empowered to operate with full police powers, including the power of arrest, in each signatory community, as authorized under M.G.L. c. 40, § 8G. This type of agreement allows sworn police officers from each signatory community to cross into the geographical jurisdiction of any other

signatory community to carry out official police business under the authority of M.G.L. c. 37, § 13; M.G.L. c. 40, § 8G; M.G.L. c. 41, §§ 95, 98, 98A, 99; and similar statutes. Such extraterritorial exercise of police powers is authorized under this Agreement in both mutual-aid-request and self-activation situations, as defined herein. Nothing in this Agreement is intended to be construed to limit the lawful authority of police officers to make arrests or exercise police powers outside of this Agreement.

Section 2.0 Definitions

For purposes of this Agreement, the following terms shall be defined as set forth below:

- a. Chief of Police: A Party's chief law enforcement officer; includes functional equivalent of Chief of Police, whether denominated "Director," "Commissioner," "Superintendent," or similar title.
- b. Commanding Officer: A Party's Chief of Police, designee of the Chief of Police, or Police Officer in charge of a shift
- c. Official Request: A request for police assistance or for the exercise of Police Powers made by one Party of one or more other Parties under the terms of this Agreement
- d. Party: City, town, or other political subdivision that has executed this Agreement through its Chief of Police and/or other authorized signatory. A Party may be located within, or be contiguous to, the Commonwealth of Massachusetts. The Parties are listed in Attachment A, which may be revised from time to time as Parties join and withdraw from this Agreement.¹
- e. Police Officer: On-duty sworn municipal police officer regularly employed as such by or in any Party; for purposes of this Agreement, Chiefs of Police shall be the only Police Officers considered on-duty at all times.
- f. Police Powers: All police powers granted by municipalities to Police Officers regularly employed as such, including but not limited to the power of arrest
- g. Receiving Party: A Party receiving police assistance or in which one or more Police Officer(s) regularly employed as such by another Party is exercising Police Powers in accordance with this Agreement
- h. Self-Activation: The exercise of Police Powers within the territorial limits of any Party by any Police Officer regularly employed as such by any other Party under the terms of this Agreement in the absence of an Official Request

¹ Absence of a Party from Attachment A will not vitiate its status as a Party as long as this Agreement has been signed on its behalf and it has not withdrawn from this Agreement as provided herein.

- i. Sending Party: A Party that provides police assistance under the terms of this Agreement or that regularly employs one or more Police Officers who exercise Police Powers within the territorial limits of any other Party under the terms of this Agreement

Section 3.0 Term of Agreement

It is the intent of the Parties to conduct this partnership on a continuing basis and to hold periodic reviews as the Parties determine and deem necessary to ensure that the agreement is meeting the mutual aid wants and needs of all the Parties hereto. To this end, this Agreement shall be effective as the date of signature by the Parties and shall remain in effect thereafter until terminated. This Agreement will be maintained by the Secretary of the Middlesex Chiefs of Police Association or his or her designee.

Section 4.0 Termination of Agreement

Any Party may unilaterally withdraw from this Agreement at any time upon thirty (30) days prior written notice to all Parties.

Section 5.0 Amendment of Agreement

This Agreement may be amended from time to time only by a specific writing duly executed by all the Parties.

Section 6.0 Obligations and Responsibilities

6.01 Authority of Officers. The police powers, rights, privileges and immunities of any Police Officer employed by a Party to this Agreement shall extend within the territorial limits of each other Party to this Agreement while such Police Officer operates within the territorial limits of a Receiving Party in accordance with this Agreement, either pursuant to an Official Request or Self-Activation.

Operating within the territorial limits of a Receiving Party in accordance with this Agreement shall not cause a Police Officer to be considered for any purpose to be an employee of the Receiving Party. All employment rights, compensation, and benefits, including but not limited to the provisions of M.G.L. c. 41, § 111F and/or M.G.L. c. 32 § 94, shall remain the responsibility of the Sending Party. Notwithstanding the foregoing, any Party may be reimbursed in accordance with this Agreement and shall be entitled to the liability and indemnification protections as outlined herein.

Any citizen or other complaints or investigatory or disciplinary action arising out of the conduct of any Police Officer acting pursuant to this Agreement shall be treated as if the Officer had been operating within the territorial limits of the Sending Party at the time of the incident(s) or conduct at issue, unless otherwise agreed upon by the Sending Party and the Receiving Party.

6.02 Command and Control. When exercising Police Powers pursuant to this Agreement, Police Officers shall report as soon practically possible to the Commanding Officer of the Receiving Party (either in person or by radio or other alternative electronic device), and shall be under the direction and control of said Commanding Officer during the duration of the operation, event or incident in connection with which the Police Officer is exercising Police Powers.

The Commanding Officer of the Sending Party may recall the Police Officers and equipment of the Sending Municipality at the Commanding Officer's sole discretion.

6.03 Official Request. Any Party or its designee may request assistance from any other Party for any valid law-enforcement purpose, including but not limited to the purposes set forth above in Section 1.0 (Purpose & Authority) and as detailed below in Section 6.04 (Self-Activation). Any Official Request should include all pertinent information such as the nature, location, and expected duration of the event or situation giving rise to the Official Request; the number of Police Officers requested, including specialty requirements; the type of equipment and logistical support needed; the location to which Police Officers should report; and the name of the supervising officer or Commanding Officer to whom Police Officers should report. This Agreement is not intended to impose any obligation on any Party to respond to any Official Request.

6.04 Self-Activation. A Police Officer who observes or becomes aware of any violation of law within the territorial limits of any Party (including the Sending Party), may exercise Police Powers within the territorial limits of any Party for the purpose of preventing harm to the public; preventing loss or damage to property; engaging and stopping unlawful behavior; investigating possible criminal violations; increasing the capability of all Parties to protect the lives, safety, and property of people in the area; detaining offenders pending arrival of a Police Officer of the Receiving Party; enforcing or investigating any traffic-related incident or violation, whether or not it was originally observed in territorial limits of the Sending Party; and fresh-and-continued pursuit or exigent circumstances as otherwise authorized by law.

6.05 Notification to Receiving Party of Exercise of Police Powers. Whenever Police Powers are exercised by a Police Officer in a Receiving Party pursuant to this Agreement, the Commanding Officer of the Receiving Party shall be notified promptly, given the circumstances, by the Police Officer exercising the Police Powers so that arrangements can be made for any arrestee to be transported to the appropriate police headquarters to undergo the required administrative booking process in the jurisdiction where the arrest occurred or other appropriate administrative action may be taken. Such notification is intended to ensure that the Police Officer has properly recorded all of the facts and circumstances of the arrest or other police action, the appropriate biographical data of any involved persons, and the documentation necessary for the effective prosecution of any criminal defendant in a court of proper jurisdiction.

6.06 Powers of Police Officers. The powers of all the Police Officers operating under this Agreement shall remain in full force and effect for the duration of this Agreement unless any of the following should occur:

- ❖ Separation of service from the employing agency;
- ❖ The Chief of Police or designee of the Sending Party imposes a restriction on the Police Officer's authority to exercise Police Powers in accordance with this Agreement.

6.07 Costs and Expenses. Each Party to this Agreement shall assume and be responsible for paying all of its own personnel costs, including, but not limited to, the salaries, overtime premiums, and disability benefits payable to its own Police Officers, and all of its own equipment costs, including, but not limited to, damage to or loss of its own equipment, and use of fuel, ammunition and other expendable supplies; provided, however, that the Receiving Party, if an Official Request has been made, shall reimburse the Sending Party for such payments to the extent there is insurance coverage available to do so and/or any Federal or State grant funds and/or emergency funds (e.g., in the event of a natural disaster) available to do so.

Section 7.0 Liability and Indemnification

Each Party to this agreement agrees to assume its own defense and hold each other Party, its agents, servants, and employees harmless from all suits and claims brought by third parties arising out of any act or omission committed by that Party or its Police Officers.

Section 8.0 Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns and the public body or bodies succeeding to the respective interests of the Parties.

Section 9.0 Section Headings

The headings of the Sections set forth herein are for convenience of reference only and are not part of this Agreement and shall be disregarded in constituting or interpreting any of the provisions of this Agreement.

Section 10.0 Execution of Counterparts

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 11.0 Stability of Agreement

This Agreement is to be construed in accordance with the laws of the Commonwealth of Massachusetts and the Ordinances/Bylaws of the Parties. This Agreement, along with any referred to Attachment(s), embodies the entire agreement between the Parties hereto, and each Party acknowledges that there are no inducements, promises, terms, conditions or obligations made or entered into other than those contained herein.

Section 12.0 Invalidity

If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining terms and provisions shall not be affected and shall remain in full force and effect.

Section 13.0 Non-Waiver

The failure of any Party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce any such provisions.

Section 14.0 Legal Advice

The Parties acknowledge that each has had the opportunity to fully discuss and review the terms of the Agreement with an attorney. Each Party further acknowledges that it has carefully read the Agreement, understands its meaning and intent, and freely and voluntarily assents to all of the terms and conditions hereof, and signs the Agreement of his or her own free will.

Section 15.0 Signatories

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused it to be effective as to each Party as of the latest date set forth in the signature block for that Party,

City/Town of _____

By: _____
Name:
Title: Chief of Police
Duly Authorized

Date

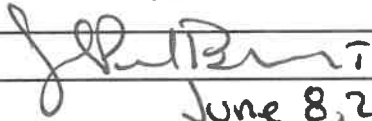
By: _____
Name:
Title: [Mayor/Manager/Board of Selectmen]
Duly Authorized

Date

G.L c.268A, §19 Disclosure from
Fire Chief John Paul Benoit

**DISCLOSURE BY NON-ELECTED MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST
AND DETERMINATION BY APPOINTING AUTHORITY
AS REQUIRED BY G. L. c. 268A, § 19**

| | |
|---|---|
| | MUNICIPAL EMPLOYEE INFORMATION |
| Name: | John Paul Benoit |
| Title or Position: | Fire Chief |
| Municipal Agency: | Stow Fire Department |
| Agency Address: | 511 Great Road Stow, MA 01775 |
| Office Phone: | (978) 897-4537 |
| Office E-mail: | firechief@stow-ma.gov |
| | My duties require me to participate in a particular matter, and I may not participate because of a financial interest that I am disclosing here. I request a determination from my appointing authority about how I should proceed. |
| | PARTICULAR MATTER |
| Particular matter E.g., a judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, or finding. | Please describe the particular matter. |
| Your required participation in the particular matter: E.g., approval, disapproval, decision, recommendation, rendering advice, investigation, other. | Please describe the task you are required to perform with respect to the particular matter. |
| | FINANCIAL INTEREST IN THE PARTICULAR MATTER |
| Write an X by all that apply. | <input type="checkbox"/> I have a financial interest in the matter. <input checked="" type="checkbox"/> My immediate family member has a financial interest in the matter. <input type="checkbox"/> My business partner has a financial interest in the matter. <input type="checkbox"/> I am an officer, director, trustee, partner or employee of a business organization, and the business organization has a financial interest in the matter. <input type="checkbox"/> I am negotiating or have made an arrangement concerning future employment with a person or organization, and the person or organization has a financial interest in the matter. |
| Financial interest in the matter | Please explain the financial interest and include a dollar amount if you know it. |

| | |
|---------------------|--|
| | As a Direct Supervisor of the Full-Time Firefighter/EMT's my job is to manage, coordinate direct and evaluate employees. In addition I am responsible for the selection of proper strategies and implementation of appropriate tactics in the mitigation of emergencies. I enforce department rules, regulations and standard operating guideline for all employees of the Stow Fire Department. |
| Employee signature: |  |
| Date: | June 8, 2023 |

DETERMINATION BY APPOINTING OFFICIAL

| APPOINTING AUTHORITY INFORMATION | |
|---|---|
| Name of Appointing Authority: | |
| Title or Position: | |
| Agency/Department: | |
| Agency Address: | |
| Office Phone: | |
| Office E-mail | |
| DETERMINATION | |
| Determination by appointing authority: | As appointing official, as required by G.L. c. 268A, § 19, I have reviewed the particular matter and the financial interest identified above by a municipal employee. I have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee. |
| Appointing Authority signature: | |
| Date: | |
| Comment: | |


Attach additional pages if necessary.

The appointing authority shall keep this Disclosure and Determination as a public record.

G.L c.268A, §19 Disclosure from
John Toole for Capital Planning
Committee

**DISCLOSURE BY NON-ELECTED MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST
AND DETERMINATION BY APPOINTING AUTHORITY
AS REQUIRED BY G. L. c. 268A, § 19**

| | |
|---|---|
| | MUNICIPAL EMPLOYEE INFORMATION |
| Name: | John C. Toole |
| Title or Position: | Selectboard Member |
| Municipal Agency: | Selectboard # Capital Planning |
| Agency Address: | Stow Town Building 380 Great Road Stow, MA 01775 |
| Office Phone: | 978-897-4515 |
| Office E-mail: | selectboard@stow-ma.gov |
| | My duties require me to participate in a particular matter, and I may not participate because of a financial interest that I am disclosing here. I request a determination from my appointing authority about how I should proceed. |
| | PARTICULAR MATTER |
| Particular matter E.g., a judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, or finding. | Please describe the particular matter. My wife is employed by The Town of Stow as the Director of The Council On Aging. As a Selectboard Member financial matters may come before me which could directly impact my wife. I will verbally and physically recuse myself from any any all discussion and votes as they pertain to my wife and her department. |
| Your required participation in the particular matter: E.g., approval, disapproval, decision, recommendation, rendering advice, investigation, other. | Please describe the task you are required to perform with respect to the particular matter. My wife is employed by The Town of Stow as the Director of The Council On Aging. As a Selectboard Member financial matters may come before me which could directly impact my wife. I will verbally and physically recuse myself from any any all discussion and votes as they pertain to my wife and her department. |

| FINANCIAL INTEREST IN THE PARTICULAR MATTER | |
|---|---|
| Write an X by all that apply. | <input type="checkbox"/> I have a financial interest in the matter. <input checked="" type="checkbox"/> My immediate family member has a financial interest in the matter. <input type="checkbox"/> My business partner has a financial interest in the matter. <input type="checkbox"/> I am an officer, director, trustee, partner or employee of a business organization, and the business organization has a financial interest in the matter. <input type="checkbox"/> I am negotiating or have made an arrangement concerning future employment with a person or organization, and the person or organization has a financial interest in the matter. |
| Financial interest in the matter | Please explain the financial interest and include a dollar amount if you know it. My wife's annual salary and compensation packet. |
| Employee signature: |  |
| Date: | 6/22/23 |

DETERMINATION BY APPOINTING OFFICIAL

| APPOINTING AUTHORITY INFORMATION | |
|----------------------------------|--|
| Name of Appointing Authority: | |
| Title or Position: | |
| Agency/Department: | |
| Agency Address: | |
| Office Phone: | |
| Office E-mail | |

| DETERMINATION | |
|---|---|
| Determination by appointing authority: | As appointing official, as required by G.L. c. 268A, § 19, I have reviewed the particular matter and the financial interest identified above by a municipal employee. I have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee. |
| Appointing Authority signature: | |
| Date: | |
| Comment: | |

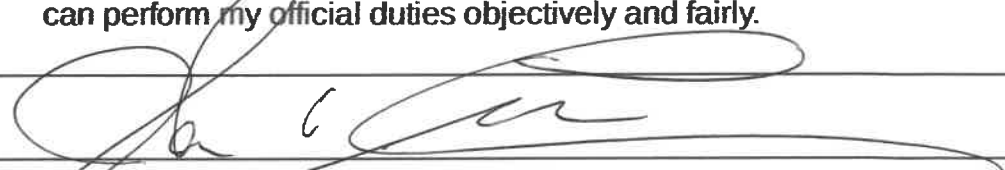
Attach additional pages if necessary.

The appointing authority shall keep this Disclosure and Determination as a public record.

Form revised February, 2012

**DISCLOSURE OF APPEARANCE OF CONFLICT OF INTEREST
AS REQUIRED BY G. L. c. 268A, § 23(b)(3)**

| | |
|---|---|
| | PUBLIC EMPLOYEE INFORMATION |
| Name of public employee: | John C. Toole |
| Title or Position: | Selectboard Member, Capital Planning Committee Member |
| Agency/Department: | Selectboard, Capital Planning Committee |
| Agency address: | Stow Town Building 380 Great Road Stow, MA 01775 |
| Office Phone: | 978-897-4515 for Selectboard and Capital Planning Committee |
| Office E-mail: | selectboard@stow-ma.gov |
| | <p>In my capacity as a state, county or municipal employee, I am expected to take certain actions in the performance of my official duties. Under the circumstances, a reasonable person could conclude that a person or organization could unduly enjoy my favor or improperly influence me when I perform my official duties, or that I am likely to act or fail to act as a result of kinship, rank, position or undue influence of a party or person.</p> <p>I am filing this disclosure to disclose the facts about this relationship or affiliation and to dispel the appearance of a conflict of interest.</p> |
| | APPEARANCE OF FAVORITISM OR INFLUENCE |
| Describe the issue that is coming before you for action or decision. | I could be asked to offer my opinion on policy issues pertaining to general personnel issues. |
| What responsibility do you have for taking action or making a decision? | I am a voting member of both the Selectboard, and the Capital Planning Committee. |
| Explain your relationship or affiliation | My wife is the Director of the Council on Aging for The Town of Stow. |

| | |
|---|--|
| liation to the person or organization. | |
| How do your official actions or decision matter to the person or organization? | My wife is the Director of The Council On Aging for the Town of Stow |
| Optional: Additional facts – e.g., why there is a low risk of undue favoritism or improper influence. | If any decisions that would directly effect my wife I would recuse myself of the relevant proceedings. |
| If you cannot confirm this statement, you should recuse yourself. | WRITE AN X TO CONFIRM THE STATEMENT BELOW. <input checked="" type="checkbox"/> Taking into account the facts that I have disclosed above, I feel that I can perform my official duties objectively and fairly. |
| Employee signature: |  |
| Date: | 6/22/23 |

Attach additional pages if necessary.

Not elected to your public position – file with your appointing authority.

Elected state or county employees – file with the State Ethics Commission.

Members of the General Court – file with the House or Senate clerk or the State Ethics Commission.

Elected municipal employee – file with the City Clerk or Town Clerk.

Elected regional school committee member – file with the clerk or secretary of the committee.

Review and Sign Updated
Covenant for Elizabeth Brook
Apartments

– Atty. Rita Schwantes

COVENANT
ELIZABETH BROOK APARTMENTS

Whereas, the Stow Zoning Board of Appeals approved the 50-unit affordable housing project then known as “Plantation Apartments” (the “Original 50 Unit” project)¹ through a Comprehensive Permit granted to the Stow Elderly Housing Corporation (“SEHC”) and recorded in the Middlesex Registry of Deeds at Book 14739, Page 11 (the “Original 50 Unit Decision”); and

Whereas, in conjunction with the Original 50 Unit Decision, an “Approval with Covenant Contract” was entered into by SEHC and the Town of Stow, by and through its Board of Selectmen and recorded in the Middlesex Registry of Deeds at Book 14739, Page 32 (the “Original Covenant”); and

Whereas, the Original Covenant addressed through conditions certain matters of public health and safety relating to the Original 50 Unit project and access thereto; and

Whereas, the Original 50 Unit project was constructed on property off of Great Road, accessed through Johnston Way, and continues to be inhabited; and

Whereas, on January 11, 2019, the Zoning Board of Appeals granted SEHC a Comprehensive Permit for construction of an additional 37 units of affordable housing, in part on land covered by the Original Covenant and in part on abutting land (the “37 Unit Decision”) and granted certain modifications to the Original 50 Unit Decision; and

Whereas, on July 24, 2020, the Zoning Board of Appeals issued a further amended decision for the Original 50 Unit project (the “Amended 50 Unit Decision”) and amended decision for the new 37 unit project (the “Amended 37 Unit Decision”); and

Whereas SEHC, revised its development plan to combine the Original 50 Unit project and 37 Unit project into a single project and to reconfigure the land into a new consolidated lot shown as Lot 1 on that certain plan prepared by Dillis & Roy Civil Design Group entitled, “Plan of Land in Stow, Massachusetts”, dated January 20, 2023, consisting of one sheet, to be recorded with the Registry before this Covenant is recorded with the Registry. The combined project located on the new Lot 1 consists of the Original 50 Unit component (with existing 50 units), the 38 Unit component (with 37 new units to be constructed) and the existing single family house at 252 Great Road, making a grand total of 88 units.

Whereas, on January 30, 2023, the Zoning Board of Appeals issued a further combined and amended decision for Elizabeth Brook Apartments with the single family house on a single lot (the “Combined Decision”) and granted an insubstantial change request for the Combined Decision on May 1, 2023 to include the single-family house as an affordable property. These 88 affordable housing units are collectively known as “Elizabeth Brook Apartments”; and

¹As described further in the recitals, the Original 50 Unit project has been combined with the additional 37 unit project to be built and combined with the existing single-family house, and collectively the projects will be known as “Elizabeth Brook Apartments.”

Whereas, matters of public health and safety relating to the combined project warrant a new and replacement Covenant pertaining to the Original 50 Unit component of the project and the expansion to cover the 37 Unit component of the project and single family house, as documented in this Covenant, which is made, in part, in reliance of the findings of the Zoning Board of Appeals in the Combined Decision;

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

1. This Covenant (“Covenant”) is binding upon SEHC and all other entities owning, constructing, and managing the 50 Unit and 38 Unit components of the project, including all subject real property, buildings, and infrastructure, which real property is shown on that certain plan prepared by Dillis & Roy Civil Design Group entitled, “Plan of Land in Stow, Massachusetts”, dated January 20, 2023, consisting of one sheet, and recorded with the Registry as Plan _____ of _____ as Lot 1 (the “Land”) [the forgoing blanks will be filled in before recording this Covenant with the Registry].

2. The Select Board, the Assessors Department, the Treasurer Collector, Fire Department, and the Planning Department shall be informed in writing of any changes to the ownership and/or management of the 50 Unit and/or 38 Unit components.

3. Pursuant to Paragraph 39F of the Combined Decision, the owner of the project shall also enter into an Operations and Maintenance Plan (“O & M Plan”). The O & M Plan shall address, at a minimum: stormwater management; wastewater treatment and disposal; the wells, Johnston Way and the access driveway from Johnston Way to the 37 Unit component of the project; landscaping; cisterns; and other project infrastructure. The owner shall be responsible for maintenance and repair of project infrastructure.
 - a. The O & M plan shall specifically provide, with respect to maintenance of the Stormwater Management System, to include but not limited to:
 - i. Yearly clearing of infiltration basin of unwanted growth and silting;
 - ii. Clearing of debris from catch basins;
 - iii. Maintenance as required of any check dams along Johnson Way.

 - b. The O & M plan shall specifically provide, with respect to Johnston Way and the access driveway to the 37 Unit component of the project:
 - i. Maintenance and repair of roadway surface, roadway markings, and signage
 - ii. Snowplowing

 - c. Cisterns. In accordance with Paragraph 55 of the Combined Decision, the owner is responsible for the maintenance, repair, and sustained operation of all cisterns on the project site. Such maintenance shall include:
 - i. All fittings shall be regularly inspected, maintained and repaired, subject to any requirements of, and compatibility with Fire Department specifications.
 - ii. The Stow Fire Department shall have access to fill the cistern(s).

- iii. Clearance of the area around the cistern(s) shall be maintained to ensure access by the Stow Fire Department. This includes removal of snow.
 - iv. Any maintenance actions required limiting access to the water in the cistern(s) shall be coordinated with the Stow Fire Department and completed within a time negotiated with the Stow Fire Department.
4. Wastewater Treatment Facility. In accordance with Paragraphs 56 and 59 of the Combined Decision, the owner is responsible for operation and maintenance of the wastewater treatment facility to be constructed for service to both components of the project. All maintenance and testing program reports shall be copied to the Stow Board of Health.
5. All roadways, walkways and parking areas in the project shall be kept free of any obstructions or barriers (other than those temporary in nature installed for purposes of safety) in order to allow access by fire and emergency vehicles to all buildings.
6. The Town shall at no time be responsible for the maintenance of, or repairs to any part of the project, or to the way(s) and easement areas serving the project; or any infrastructure or utilities associated with the project.
7. Johnston Way. In accordance with Paragraph 44 of the Combined Decision, the owner shall bear and have the responsibilities and obligations for the repair, maintenance, reconstruction and snowplowing so as to provide continuous year-round access for vehicle traffic for the convenience of owners of the lots, and to provide continuous year-round access for all emergency, fire, rescue, police, moving, construction and maintenance vehicles.
8. In accordance with Paragraph 46 of the Combined Decision, Johnston Way shall not be presented to Town Meeting for acceptance as a public way.
9. All terms and conditions of the Combined Decision shall be considered a part of this Covenant and enforceable hereunder as if more fully set forth herein.
10. In the event of conflict between the Combined Decision and this Covenant, the Combined Decision shall prevail.
11. This Covenant shall be binding on the executors, administrators, devisees, heirs, successors and assigns of the undersigned and all successors in interest, and shall operate as a restriction on land. This Covenant may only be amended by writing executed by the Select Board and the undersigned entities or their successors in interest.
12. It is the intention of the undersigned and it is hereby understood and agreed that this contract shall constitute a covenant running with the Land subject to the Combined Decision.

13. Notwithstanding any other provision herein, the terms herein are enforceable by the Town separately and independently of all rights of enforcement with respect to the Combined Decision.
14. The Original Covenant (including any prior covenant made for the benefit of the Town of Stow through the Select Board with regard to the Land), is replaced in its entirety by this Covenant and in all events, the Original Covenant (and any such prior covenant) shall have no further force or effect.
15. It is understood and agreed that remedies at law are inadequate for the enforcement of these provisions, and that the Town of Stow, by and through its Select Board, may seek temporary or permanent equitable relief without a showing of immediate or irreparable harm in order to enforce any of these provisions.
16. This Covenant may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.
17. Nothing in this Covenant shall affect or supersede the Restrictive Covenant that encumbers the same property for the benefit of the Abutters, dated [], recorded at Book [], Page [] in the Middlesex South Registry of Deeds.

Review Open Space and Recreation Plan Draft

Why an Open Space & Recreation Plan?

- Vision & Priorities for Land Conservation & Recreation in Stow
- Serve as Blueprint for Local Efforts
- Coordinate Activities of Town Boards
- Guide Town Partnerships with Nonprofits and Other Agencies
- Eligibility for State Grants
(most recent plan expired 3/23)

What Do We Mean by “Open Space” ?

Open Space = Protected Conservation and Recreation Land

- Owned and Maintained by Governmental Agency (Town, State, Federal)
- OR by Conservation Nonprofit (e.g. Stow Conservation Trust, Sudbury Valley Trustees)
- OR protected by a permanent, legally enforceable Conservation or Agricultural Restriction
- OR protected by conditions of permit and homeowners association (e.g. subdivision open space)

Approximately 4450 of Stow's 11,584 acres are protected open space – or roughly 38% of the Town

How We Updated the Plan

- Open Space and Recreation Plan Working Group Created by Conservation and Recreation Departments
- Reviewed and Updated Data in the 2016 Plan
- Reviewed Plans for Surrounding Towns/State Plans & Initiatives
- Reviewed Local/Regional Population and Development Trends
- Resident Survey
- Mapping Support from Planning Department
- Updated Needs, Recommendations and Actions
- Compliant with EOEEA Guidelines
- Public Forum & Comment Period



What You Told Us

- Resident Survey – 2022
- Online and Paper – Distributed via Website, Social Media, COA, Library
- Signs at Conservation Areas
- ~400 Responses

Open Space
and Recreation
Plan

2022 Survey Results



Residents' Survey – 2022

Outdoor Recreation Participation Rates in Stow

| High | Medium | Low |
|--|---|---|
| <ul style="list-style-type: none">• Informal Individual or Group Exercise – 65%• Use Parks/Playgrounds/Picnic Areas – 64%• Dog Walking on Conservation Land – 46%• Bird Watching/Wildlife Watching Nature Study-44% | <ul style="list-style-type: none">• Recreational Boating – 28%• Community/Youth League Sports – 27%• School Sponsored Recreation Activities/Team Sports – 26% | <ul style="list-style-type: none">• Camp Stow (16%)• Adult League Activities (6%)• Rec Commission Programs (13%)• Competitive Events (12%)• Private/Formal Instruction(14%)• Hunting & Trapping (4%) |

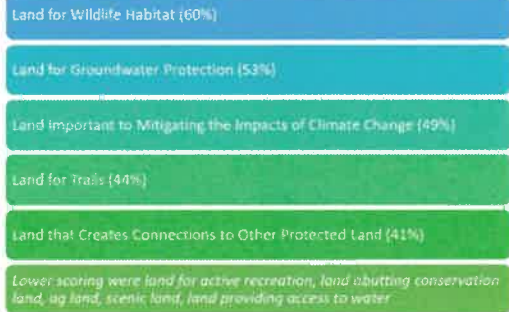
Residents' Survey – 2022

Favorite Conservation and Recreation Areas



Residents' Survey – 2022

What Kind of Land Should be Prioritized for Future Acquisition?



Residents' Survey – 2022

Facilities that Residents would like to see more of...

| Most Desired Additional Facilities (most to least) | | Least Desired Additional Facilities |
|--|---------------------------------|-------------------------------------|
| Sidewalks (267) | Ice Skating (124) | Lawn Games (Bocce, etc.) (87) |
| Farmers Market (237) | Dog Park (123) | Frisbee Golf (75) |
| Paved Bike Trails (226) | Neighborhood Pocket Parks (123) | Tennis Courts (68) |
| Bike Lanes Along Roads (218) | Formal Playground (113) | Formal Playing Fields (67) |
| Indoor Swimming Pool (200) | Picnic Area (113) | Community Gardens (64) |
| Walking/Hiking Trails, including accessible trails (158) | Unpaved Bike Trails (112) | Skateboard Park (57) |
| Public Access to Waterbodies (144) | Informal Nature Play (110) | Camping Facilities (56) |
| Splash/Spray Park (140) | Expanded Community Center (110) | Basketball Courts (52) |
| Outdoor Performance Space (140) | Teen Center (109) | Horseback Riding (29) |
| Walking/Running Track (125) | Pickleball (90) | Golf (14) |

What Has Changed Since the Last Plan?

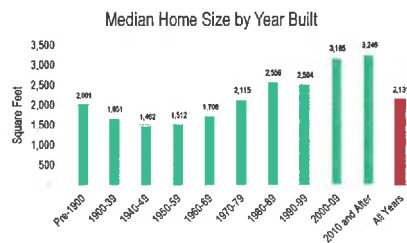
- Relatively Slow Period of Population Growth

| | |
|--------|--------------|
| – 2000 | 5,902 |
| – 2010 | 6,590 (+688) |
| – 2020 | 7,159 (+569) |



But some large projects on the horizon that are likely to increase our rate of growth...

And house sizes and prices have increased dramatically, increasing affordability challenges



What Has Changed Since the Last Plan?

- Households with individuals 65+ have continued to increase dramatically

- More than 1 in 5 Stow residents is over 60
- 30% of households have an individual 65 or over

- The percentage of households with an individual 18 or younger is also growing faster than regional/state averages

- 45% of households have an individual 18 or younger. The statewide average is 29% and declining.



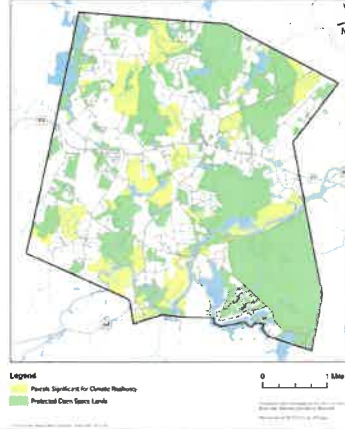
Pulte Homes
Arbor Glen
 From The Upper 300's
 Active Adult Living
 877-785-8362
 www.pulte.com
 COMING SOON!

Key Open Space & Rec Plan Recommendations

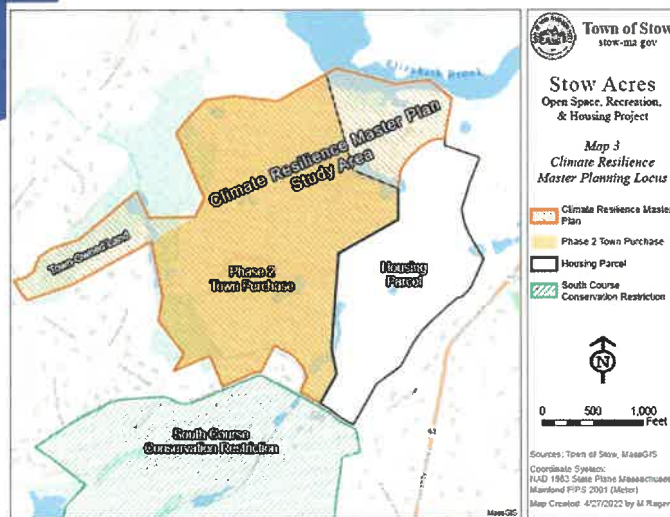
Protect high priority parcels identified in the Plan

- Protect agricultural lands & maintain viability of farms
- Protect forest lands
- Protect land in underserved area of SW Stow and provide recreational opportunities
- Protect lands important for climate resilience
- Protect key portions of remaining high-risk golf courses

Stow - Unprotected Parcels Significant for Climate Resiliency



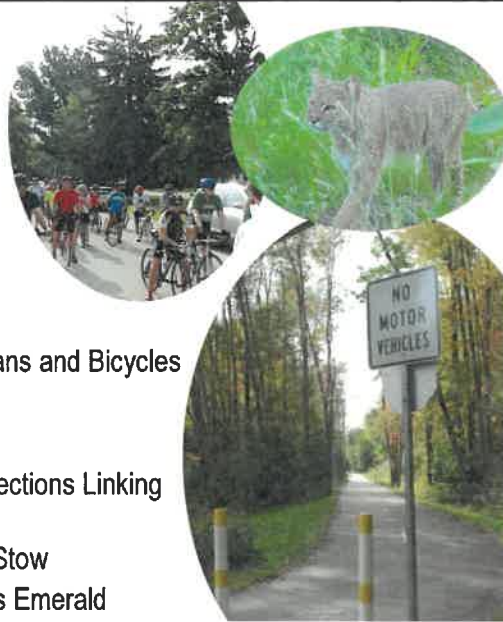
Complete Stow Acres Climate Resilience Master Plan



Link Existing
Conservation and
Recreation Lands

Expand Walking &
Cycling
Opportunities

- Complete Streets – Pedestrians and Bicycles
- Assabet River Rail Trail
- Mass Central Rail Trail
- Complete High Priority Connections Linking Conserved Lands
- Develop a Bicycle Study for Stow
- Complete and Expand Stow's Emerald Necklace



Enhance All
Persons
Accessibility



Improve
Access to
Water-Based
Recreation



Continued
Support for
Active
Recreation
Facilities



Education & Stewardship

- Education on Community and Fiscal Importance of Protecting Open Space and its Role in Mitigating the Impacts of Climate Change
- Continue Strong Land Stewardship Efforts on Existing Protected Lands



In Summary

Much will
Continue...

- ✓ Protect Key Parcels
- ✓ Track Road
- ✓ Continue to Implement Emerald Necklace Vision
- ✓ Continued Efforts to Enhance Accessibility
- ✓ Focus on Southwest Stow – Underserved Area
- ✓ High Priority Invasive Species Projects



New Actions and Focus Areas

- Evaluate Remaining Golf Courses
- Integrate adjacent open space into Lower Village Planning
- Stow Acres North Course Master Plan – conservation and recreation
- Focus on specific gaps in trail network
- Sidewalks and footpaths, bicycle paths
- Create single “all trails” map of Stow
- Climate and Resilience – Integrate Open Space and Recreation Plan with Master/Comprehensive Plan and Climate Action Plan

Next Steps

- Review & Incorporate Public Comments
- Finalize Plan
- State Approval
- Distribute Plan
- Plan Implementation & Coordination with Other Boards, including Master/Comprehensive Plan



Sign Annual Warrant and
Inter-Municipal Agreement
for Animal Control Services



Town of Stow
Office of the
Town Administrator

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

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

Dolores Hamilton
Assistant Town Administrator
assttownadmin@stow-ma.gov

To: Select Board
From: Denise M. Dembkoski, Town Administrator
Re: Animal Control IMA with Boxborough
Date: June 22, 2023

I am respectfully asking the Board to approve the Inter-Municipal Agreement with Boxborough for Animal Control Services. However, I would like to make the Board aware of ongoing concerns I have with the agreement and with the Town of Boxborough.

Since my arrival in Stow, I have had concerns over the terms of the agreement and have been trying to get further information about it. With the frequent turnover rate of the Town Administrator and Police Chief of Boxborough, I was unable to get any answers or even a meeting until this past February.

In February, Chief Sallese and I met with representatives from Boxborough and also from Littleton, as Boxborough has a separate IMA for their ACO services. The three towns split the costs, but we have separate agreements, which is issue #1 for me. At that meeting, I expressed concern for the amount we were paying towards a vehicle (\$10,000/year), lack of information from Boxborough, and I wanted to discuss that our current ACO does work in some other towns and would like to consider one IMA to encompass everyone. When the meeting ended, the Chief and I felt like no one else had any concerns, nor could they understand why I was so adamant on getting more clarity on it.

Since that meeting, I reached out three times to the Town of Boxborough to follow-up on the agreement, so that we could review and discuss it before the time came to approve it. I received no response until June 8th when I was told the agreement would be sent over shortly. The agreement came the next day (Friday afternoon), with a note that the Boxborough SB were voting on the agreement on Monday, the 12th.

This is the 3rd year that I have been fighting for a more information on this agreement and to meet and discuss it. Thankfully, the Town of Littleton has become just as frustrated and has also asked for a meeting. Boxborough has agreed (in concept) to having a meeting to discuss the terms of the agreement and potentially changing the host community.

At this time, I feel as though our hands are tied, and I don't want to jeopardize the tremendous work Phyllis does for us, so I am asking you to approve this and want to ensure that rectifying this agreement is a priority for me.



Town of Stow
SELECT BOARD

Stow Town Building
380 Great Road
Stow, Massachusetts 01775
978-897-4515 selectboard@stow-ma.gov

To Phyllis Tower, Animal Control Officer of Stow:

In the name of the commonwealth of Massachusetts, you are hereby required to proceed forthwith to seek out, catch and confine all dogs within said town not duly licensed, collared or harnessed, and tagged, according to the provisions of Chapter 140 of the General Laws, and you are further required to make and enter complaint against the owner or keeper of every such dog, and to kill or cause to be killed only by the administration of barbiturates in a manner deemed acceptable by the American Veterinary Medical Association Guidelines on Euthanasia, except by gunshot in case of emergency, each dog which after being detained for a period of 7 days, shall not then have been duly licensed, collared or harnessed, and tagged, except that any dog not found to be diseased may be made available for adoption for not less than \$3, and you shall keep an account of any such adoption and forthwith pay over the money to the Town Treasurer. Before delivery of any dog so adopted you shall require the purchaser to show identification and to register and procure a license and tag for such dog from the town clerk of the town where the dog is to be kept, in accordance with the provisions of Section 137 of said Chapter 140 of the General Laws.

Hereof fail not, and make due return of this warrant with your doings therein, on or before the first day of October next, on or before the first day of January next, and on or before the first of April next, and at the expiration of your term of office, stating the number of dogs caught, confined and/or killed, or adopted, and the name of the owners or keepers thereof, and whether all unlicensed dogs in said town have been caught, confined and/or killed, or adopted, and the names of persons against whom complaints have been made under the provisions of said Chapter 140, and whether complaints have been made and entered against all the persons who have failed to comply with the provisions of said Chapter 140.

Given under my hand as voted by the Select Board on the 27th day of June in the year 2023, and effective for one year starting July 1, 2023.

Cortni Frecha
Chair, Select Board

INTERMUNICIPAL AGREEMENT
ANIMAL CONTROL SERVICES

This Inter-Municipal Agreement (the “Agreement”) is entered into pursuant to M.G.L. c.40, § 4A, on the last day of execution below (the Effective Date), by and between the Town of Boxborough, a municipal corporation with a principal office at Town Hall, 29 Middle Road, Boxborough, MA 01719 (“Boxborough”) and the Town of Stow, a municipal corporation with a principal office at Town Hall, 380 Great Road, Stow, MA 01775 (“Stow”).

Whereas, Stow is seeking the services of an Animal Control Officer (“ACO”) on an as-needed basis from 8:00 AM to 6:00 PM, Sunday – Saturday; and

Whereas, Stow seeks services of an ACO on an emergency basis to handle aggressive and injured animals from 6:00 PM to 8:00 AM, Sunday – Saturday; and

Whereas, subject to the terms of this Inter-Municipal Agreement, Boxborough is willing to provide its ACO to perform certain ACO Services for Stow.

NOW THEREFORE the Towns agree as follows:

Term

1. The Term of this Agreement shall be from July 1, 2023, through June 30, 2024, subject to appropriation of funding by Stow.
2. The Agreement may be further extended or modified upon written Agreement of the Boxborough Town Administrator and the Stow Town Administrator and as approved by the respective Boards of Selectmen.
3. The Initial Term and all Extension Terms shall be collectively referred to as the Term.
4. The Agreement may be terminated for convenience by either party as provided below.

Boxborough’s Commitment to Provide ACO Services to Stow

5. **Basic Services**: Boxborough shall provide routine ACO services to Stow as defined under Scope of Services below on an as-needed basis seven days a week from 8:00 AM to 6:00 PM.
6. **Emergency Services**: For an additional cost during the Term, Boxborough shall provide ACO services on an emergency basis to Stow to handle aggressive and injured animals seven days a week from 6:00 PM to 8:00 AM.

Stow’s Financial Commitment to Pay Boxborough for Animal Control Services

7. In consideration for the basic services provided under this Agreement, Stow shall pay Boxborough one-third (1/3) of the total cost of the Animal Control Officer, including wages, fringe benefits,

expenses and an administration fee which covers county retirement, workers compensation, payroll administration, supplies, veterinary expenses, and kennel lease, the total of which is broken down as follows:

| | |
|---|---------------------|
| Annual Wages (2080 hours @ \$27.37/hour) | \$56,929.60 |
| \$26.60 (Step 6) x 2.9% COLA = \$27.37 | |
| Medicare (1.45% x \$56,929.60) | \$826.48 |
| Estimated Medicare on additional compensation (1.45% x \$8,512.74) | \$123.44 |
| Health insurance family plan | \$26,451.00 |
| Vehicle purchase, maintenance and insurance | \$10,000.00 |
| Cell phone (@ \$98/month plus iPad) | \$1,176.00 |
| Administration fee (10% x \$56,929.60) | \$5,692.96 |
| | \$101,199.48 |

Stow's share of the annual expenses for the basic services provided under this Agreement for the period July 1, 2023 through June 30, 2024 shall be Thirty-Three Thousand Seven Hundred and Thirty-Three Dollars and Sixteen Cents (\$33,733.16), to be paid in twelve monthly installments of Two Thousand Eight Hundred and Eleven Dollars and Ten Cents (\$2,811.10).

8. In consideration for the emergency services provided under this Agreement, Stow shall pay Boxborough the sum of \$41.06 per hour, with a four-hour minimum per call, for the period July 1, 2023 through June 30, 2024.
9. Unless otherwise agreed in writing by the Boxborough Town Administrator and the Stow Town Administrator, Boxborough's Accountant will invoice Stow on a monthly basis, and Stow's Treasurer shall pay each such invoice within thirty (30) days of the invoice date.
10. Stow warrants and represents that it has appropriated funds for and sufficient to cover Stow's financial commitment to pay Boxborough for the shared services and any related costs and expenses under this Agreement.
11. For each Extended Term, Stow warrants and represents that it shall either (a) appropriate funds for and sufficient to cover Stow's financial commitment to pay Boxborough for the shared services and any related costs and expenses under this Agreement, or (b) notify Boxborough in writing at least thirty days prior to the commencement of the Extended Term that Stow has not made such an appropriation in which case this Agreement shall be null and void and of no further force or effect.

Fees, Licensing and Fines

12. Dog owner shall be responsible for paying the following fees directly to Boxborough:
 - a) \$10 Dog Pick-up fee
 - b) \$50 Dog picked up not displaying a valid license
 - c) \$40 Dog kenneling per day
13. Dog owner shall be responsible for paying licensing and fines directly to Stow.

14. In the event of non-payment, abandoned animal or unknown animal, Stow will be responsible for unpaid fees, which will be added to the monthly invoice.

Record Keeping

15. ACO shall keep accurate and comprehensive records of services performed under this Agreement.

Personnel

16. During the Term, Boxborough shall employ and pay all benefits for the ACO.
17. The ACO while engaged in performing ACO Services in Stow under this Agreement shall be deemed to be engaged in the service and employment of Boxborough, notwithstanding such service, activity or undertaking is being performed in or for Stow.

Rights and Indemnities

18. By entering into this Agreement, Boxborough and Stow have not waived any governmental immunity or limitation of damages that may be extended to them by operation of law. Boxborough and Stow are the sole and exclusive beneficiaries of the Agreement. No third-party rights, express or implied, are created by this Agreement. The provisions of this paragraph shall survive termination of the Agreement.
19. Notwithstanding the preceding paragraph, to the maximum extent permitted by law, both Boxborough and Stow agree that with respect to incidents which occur in their own town, they will defend, indemnify, and hold each other harmless from and against any and all claims or causes of action for injury, loss, damage, liability, costs or expenses (including reasonable attorneys' fees and court costs) arising out of any occurrences in each parties' respective towns which are related to Animal Control Officer Services provided in their own town under this Agreement. The provisions of this paragraph shall survive termination of the Agreement.

Procedure to Request Services

20. If available, Stow Police shall provide initial response to all animal complaints in Stow and determine if ACO services are required.
21. If Stow Police have determined that ACO services are required, they shall request such services by calling Boxborough's Public Safety Dispatch at 978-264-1740.
22. Although rabid animals fall under the jurisdiction of the Stow Animal Inspector, and are not subject to the terms of this Agreement, Boxborough's Public Safety Dispatch will provide communications coordination for both the ACO and the Animal Inspector. For tracking and operational purposes, Stow Police shall request Animal Inspector services for rabid animals by calling Boxborough's Public Safety Dispatch at 978-264-1740.

Scope of ACO Services

- 23.** ACO Services under this Agreement shall include the following:
- a) Catching stray and/or injured dogs.
 - b) Seeking treatment for ill/injured impounded dogs as necessary.
 - c) Responding to complaints regarding stray or injured animals.
 - d) Working with shelters and networking agencies to assist in the safe, legal and healthy transfer of impounded animals.
 - e) Working with the Stow Police department to further investigate charges of animal cruelty as stipulated and explained in Massachusetts General Law.
 - f) Verifying rabies and licensing status of impounded dogs.
 - g) Prosecuting violators of Stow's animal control bylaws.
 - h) Checking dead animals for microchip. Stow shall be responsible for final disposition.
 - i) Transporting injured dogs to veterinarian. Dog owner shall be responsible for cost. If no known owner, Stow shall be responsible for cost.
 - j) Providing advice and information to residents regarding pest control options.
 - k) ACO shall pick up destroyed animals and arrange with Stow's Animal Inspector for testing if necessary. Stow shall be responsible for paying the testing fees and for final disposition of destroyed animals.
- 24.** The ACO shall have enforcement jurisdiction in Stow under and concerning all applicable laws, bylaws, rules and regulations as may from time to time be in effect during the Term hereof.
- 25.** ACO shall attend dog hearings as requested.
- 26.** Stow Police should destroy severely injured dogs if possible and safe to do so.
- 27.** Stow Police should destroy rabid animals if possible and safe to do so.
- 28.** This Scope of Services may be amended from time to time with the mutual written agreement of both Towns.

Administration

- 29.** The Boxborough Town Administrator and the Stow Town Administrator shall administer this Agreement. They, and/or the respective Chiefs of Police shall meet and/or confer periodically to address matters of policy, operations and logistics as from time to time may arise under this Agreement.

30. The Boxborough Police Chief shall provide primary supervision of the ACO.

31. Stow shall be responsible for providing the ACO with the most recently updated list of all active dog licenses and rabies vaccination information.

Termination

32. Either Boxborough or Stow, by votes of their Boards of Selectmen, may terminate this Agreement at any time on sixty (60) days advance written notice to the other, after which time this Agreement shall be null and void and of no further force or effect except (a) as to payments owed for services provided prior to termination, and (b) as otherwise expressly set forth with respect to survival of paragraphs 19 and 20 above.

Notices

33. All notices required under this Agreement shall be deemed made when provided by hand, sent by certified mail, or sent by overnight mail or courier service to, as applicable, (a) the Boxborough Town Administrator, Town Hall, 29 Middle Road, Boxborough, MA 01719, with a copy to the Boxborough Select Board at the same address, and (b) the Stow Town Administrator, Town Hall, 380 Great Road, Stow, MA 01775, with a copy to the Boxborough Select Board at the same address.

Assignment

34. This Agreement shall not be assigned or transferred by either party, without the express written consent of the other party given with the same formalities as are required for the execution of this Agreement.

Entire Agreement

35. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2023.

Michael C. Johns, Boxborough Town Administrator

Denise Dembkoski, Stow Town Administrator

APPROVED BY: Select Board of
the Town of Boxborough

APPROVED BY: Select Board of the Town of Stow

Kristin Hilberg, Chair

Cortni Frecha, Chair

Priya Sundaram, Clerk

Megan Birch-McMichael, Clerk

Wesley I. Fowlks

Hector Constantzos

David McKiernan

Ingeborg Hegemann Clark

John Toole

Review Personnel Policies

- Health Savings Account Policy
- Small Necessities Leave Act (SNLA)
 - Family Medical Leave Act



Town of Stow
Office of the
Town Administrator

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

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

Dolores Hamilton
Assistant Town Administrator
assttownadmin@stow-ma.gov

To: Select Board

From: Denise M. Dembkoski, Town Administrator

Re: Personnel Policies

Date: June 22, 2023

I am respectfully asking the Board to approve the enclosed Personnel Policies.

The Health Savings Account Policy is time sensitive as the new plan year begins July 1st. This spells out when funding for those in the high deductible insurance plan are paid out. The practice has been to pay it all on July 1st and if someone were to leave employment, no funds were recovered. This new policy splits the payments into two (2) lump sums, one in July and one in January, so if someone left employment in the first six (6) months of the fiscal year, they would only receive half of the annual installment. We currently only have five (5) employees in these high deductible plans, but in the last few years we have made annual payments when employees left with more than six month to go.

The Small Necessity Leave Act and Family Medial Leave Act are standard policies that outline leave protections for employees and what accrued time they are able to use for each. The language for both is standard in both the municipal world and business world, in general.

Dolores worked with the employee policy review committee to put these forth for adoption and they were sent out to employees for review.

Health Savings Account Policy



Effective Date: 7/1/2023

POLICY SCOPE:

The Town of Stow offers a high deductible health plan with a Health Savings Account to all benefit eligible employees.

APPLICABILITY:

This policy applies to full-time and part time employees who work twenty (20) hours or more for the Town of Stow. Employees governed by a collective bargaining agreement are subject only to those provisions of this policy not specifically regulated by law or agreement.

DEFINITION:

Health Savings Account (HSA) is a tax-advantaged medical type of savings account that lets you set aside money on a pre-tax basis to pay for qualified medical expenses. While you can use the funds in an HSA at any time to pay for qualified medical expenses, you may contribute to an HSA only if you have a **High Deductible Health Plan (HSAQ)**. By using untaxed dollars in an HSA to pay for deductibles, copayments, coinsurance, and some other expenses, you may be able to lower your overall health care costs. The money in an HSA belongs to you, the employee, and rolls over into the next year.

High Deductible Health Plan (HDHP) is a health plan with a higher deductible and lower premium than a traditional health plan. Except for preventive care, you must meet the annual deductible before the plan pays benefits. You pay nothing for preventive care services received from an in-network provider.

POLICY DESCRIPTION:

The Town of Stow offers High Deductible Health Plans at a lower premium than the traditional plans. As an incentive for employees to join a lower premium plan, the town contributes \$1000.00 to an employee's HSA when subscribed to an individual health plan. The town contributes \$2000 to an employee's HSA if they subscribe to a family plan.

PROCEDURE:

New employees may sign up for a high deductible health plan, will be enrolled in the HSA after one (1) month of employment and the contribution will be prorated to the number of months worked in the current fiscal year. The town will contribute up to \$1000 for an individual plan and up to \$2000 for a family plan. These amounts are subject to change.

Current employees may sign up for a high deductible health plan each year during open enrollment which typically runs from mid-April to mid-May. The town will contribute \$1000 for an individual plan and \$2000 for a family plan to your HSA. Half of the payment will be made in July and the second half of the payment will be paid in January of each fiscal year. The Town's contribution counts toward your annual contribution. These amounts are subject to change.

The amount you can contribute is regulated by the IRS. IRS limits depend on the type of plan an employee has (family vs individual) and the age of the employee. Employees who are over 55 are allowed by the IRS to contribute \$1,000 more than the annual contribution limits for the respective calendar years. You can make additional voluntary tax-deductible contributions into your HSA, up to an allowable amount determined by IRS rules. The IRS limits the amount you can contribute in a calendar year. Your HSA dollars earn tax-free interest. The IRS adjusts the limits each tax year.

You may allow the contributions in your HSA to grow over time, like a savings account. The HSA is portable – you may take the HSA with you if you leave the Federal government or switch to another plan.

The Town of Stow uses Health Equity as our third-party administrator for our HSA. You can find more information on their website at: <https://healthequity.com/learn/hsa>.

Small Necessities Leave Act (SNLA)



Effective Date: 7/1/2023

POLICY SCOPE:

In accordance with M.G.L Ch. 149, §52D, the Small Necessities Leave Act of 1998, the Town of Stow will allow eligible employees to take leave for certain family obligations pursuant to state law under the Act.

APPLICABILITY:

This policy applies to all full and part-time employees of the Town of Stow employed by the Town for twelve (12) months and worked a minimum of 1,250 hours. Employees governed by a collective bargaining agreement are subject only to those provisions of this policy not specifically regulated by law or agreement.

DEFINITION:

School: any public or private elementary school or secondary school, Head Start Programs, and licensed day care facilities.

Elderly relative: a person at least 60 years old, related by blood or marriage to the employee.

POLICY DESCRIPTION:

Eligible employees may take up to twenty-four (24) hours leave per year under this Act for the following types of situations:

- To participate in school activities related to the educational advancement of the employee's child.
- To accompany the employee's child to medical or dental appointments, such as check-ups and vaccinations.
- To accompany an elderly relative of the employee to medical, dental, or other appointments related to professional care, i.e., nursing or group homes.

SNLA Leave may be taken in half hour increments. The Town of Stow requires employees to use paid vacation or personal leave time for these absences. Sick leave may be utilized only when appropriate as outlined in the Sick Leave Policy. If the employee does not have any available leave time, time taken under the SNLA will be unpaid time.

Department Heads and the Human Resource Department will track Small Necessities Leave. Request for leave must be made via use of the Request for Leave Form.

PROCEDURE:

Employees are required to give seven (7) days' notice of the leave, whenever possible. Minimum notice for this leave is one (1) day. Supervisors may require certification of the reasons for this leave. Approval of this leave may be given or denied based upon workload, staffing, scheduling, or other work-related circumstances.

RESOURCES:

M.G.L. c. 149 § 52D(b) Small Necessities Leave Act.

Family and Medical Leave Act



Effective Date: 7/1/2023

POLICY SCOPE:

The Town of Stow complies with the Family and Medical Leave Act of 1993 (FMLA) and will grant up to 12 weeks of leave during a 12-month period to eligible employees (or up to 26 weeks of military caregiver leave). This policy provides employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

APPLICABILITY:

All full or part-time employees who have worked at least twelve (12) months for the Town of Stow and have actually worked at least 1,250 hours for the Town over the twelve (12) months preceding the date the leave would commence.

DEFINITIONS:

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. This can include conditions with short-term, chronic, long-term, or permanent periods of incapacity. After three full consecutive days of incapacitation, the employee invokes the protection of FMLA.

Spouse means a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a common law or same-sex marriage. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States if the marriage could have been entered into in at least one state.

Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents "in law."

Qualifying exigency includes short-notice deployment, military events and activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Covered active duty for members of a regular component of the Armed Forces, means duty during deployment of the member with the Armed Forces to a foreign country. For a member of the Reserve components of the Armed Forces, means duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

The next of kin of a covered service member is the nearest blood relative, other than the covered service member's spouse, parent or child in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

Covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation, or therapy, or is in outpatient status or on the temporary disability retired list for a serious injury or illness.

Serious injury or illness is one that is incurred by a service member in the line of duty on active duty that may cause the service member to be medically unfit to perform the duties of his or her office, grade, rank, or rating. A serious injury or illness also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.

POLICY DESCRIPTION:

An eligible employee can take up to 12 weeks of FMLA leave during any 12-month period. The Town of Stow will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Town of Stow will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

Reasons for Leave:

To qualify as FMLA leave under this policy, the leave must be for one of the following reasons:

- Birth of a child or placement of a child with the employee for adoption or foster care.
- To care for a spouse, child or parent who has a serious health condition.
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job.
- For any qualifying exigency arising out of the fact that a spouse, child, or parent is a military member on covered active duty or on call to covered active-duty status.
- To care for a covered service member with a serious injury or illness.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave during a single 12-month period. For this military caregiver leave, the Town of Stow will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

Eligible spouses who both work for the Town of Stow may only take a combined total of 12 weeks of leave for the birth of a child, adoption, or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition. Both may only take a combined total of 26 weeks of leave to care for a covered injured or ill service member (if each spouse is a parent, spouse, child or next of kin of the service member).

Intermittent Leave or a Reduced Work Schedule

Employees may take FMLA leave in one consecutive block of time, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member) in a 12-month period.

The Town of Stow may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member, a spouse, child or parent who has a serious health condition, is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the Town of Stow and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the Town of Stow's operations.

PROCEDURE:

To Request a Leave of Absence under this Policy:

Employee Notice Requirement

All employees requesting FMLA leave must provide verbal or written notice of the need for leave to the department manager or HR manager.

When the need for the leave is foreseeable, the employee must provide the Town of Stow with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave fewer than 30 days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the Town of Stow's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Within five business days after the employee has provided this notice, the HR manager will complete and provide the employee with a Notice of Eligibility and Rights and request a medical certification or other supporting documentation as necessary.

Designation of FMLA Leave

Within five business days after the employee has submitted the required certification or other documentation, the HR manager will complete and provide the employee with a written response to the employee's request for FMLA leave using the FMLA Designation Notice.

Employee Status and Benefits During Leave

The Town of Stow will continue an employee's health benefits during the leave period at the same level and under the same conditions as if the employee was continuously at work.

While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of insurance premiums. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the accounting department by the 15th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

The Town of Stow will provide 15 days' notification prior to the employee's loss of coverage.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the Town of Stow will require the employee to reimburse the Town of Stow the amount it paid for the employee's health insurance premium during the leave period.

If the employee contributes to a life insurance, dental or disability plan, the Town of Stow will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the Town of Stow may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the Town of Stow will discontinue coverage during the leave. If the Town of Stow maintains coverage, the Town of Stow may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition, they may use all paid sick leave. Sick leave may run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leaves for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. An employee who is taking leave for the adoption or foster care of a child may use paid sick leave.

An employee who is using FMLA to care for a spouse, child or parent who has a serious health condition, may use all vacation or personal leave.

An employee who is using military FMLA leave for a qualifying exigency caregiver leave may use all paid vacation or personal leave.

Employees Returning to Work from FMLA Leave

An employee returning from Family Medical Leave will be placed in the same position or an equivalent one, with equivalent pay, benefits, and other terms of employment. Reinstatement may be denied if:

- The employee fails to provide a fitness-for-duty certificate following a leave for the employee's own serious health condition as required by this policy.
- The employee would have been laid off if leave had not been taken.
- The employee tells the Town/Supervisor that he/she is not coming back to work.
- The employee fraudulently obtained the leave.

Employees may refer to the Family Medical Leave Act of 1993 for definitions and further information regarding the Leave and entitlements.

The Town Administrator may deny Family Medical Leave to "key" personnel in accordance with the law.
*For purposes of tracking eligibility for Family Medical leave, the Town defines this 12-month period as a rolling calendar year (commencing the first day of leave for the next 12-month period).

Sign BAN renewal for Lower Village Traffic Improvements



UNIBANK FISCAL ADVISORY SERVICES, INC.
A SUBSIDIARY OF UNIBANK

MUNICIPAL NOTE SALE INFORMATION

Issuer: Town of Stow, MA
Amount: \$204,000.00
Dated: 7/7/2023
Due: 7/5/2024
Contact Name: Brad Brightman
Title: Treasurer
Phone: (978) 897-2834

Sale Information

Day: Thursday
Date: June 22, 2023
Time: 11:00 AM

Type:
BAN

Bank Qualified:
Yes 2017

New/Renewal:
Renewal

Tax Status:
TAX-EXEMPT

Paying Agent:
Purchasing Bank

Disclosure:
No

Project Description:
Lower Village Traffic Improvements

Certification:
Bureau

Award Basis:
Lowest NIC

Legal Opinion:
No

Right to Prepay:
No

Interest Basis:
30/360
No. Of Days: 358

CUSIP:
Optional

Rating:
Note: No
Current Bond: AAA

Bid Basis:
Par/Premium X
Minimum Premium:

Bid Limits:
All or none X Split ___
Minimum Amount:

Additional Info:

Bid Specifics:
Registered or DTC Book-Entry

RESULTS

| BIDDER | AMOUNT | RATE | DATE/TIME | PREMIUM | NIC | AWARD | REOFFER |
|-------------------------------------|--------|--------|--------------------|---------|----------|--------------|---------|
| Newburyport Five Cents Savings Bank | ALL | 4.870% | 6/22/2023 09:14 AM | \$0.00 | 4.870000 | \$204,000.00 | NR |
| UniBank For Savings | ALL | 4.950% | 6/22/2023 10:49 AM | | 4.950000 | | |
| Leader Bank | ALL | 5.000% | 6/22/2023 09:55 AM | | 5.000000 | | |

***=Underwriter**

UniBank Fiscal Advisory Services, Inc. (UFASI) is a subsidiary of UniBank for Savings (UniBank) and any bid submitted by UniBank is in keeping with its own investment goals and is not submitted by or on behalf of UFASI.

If a bidder on the Notes intends to reoffer the Notes to the public, such bidder agrees, by submitting a bid, to abide by the so-called "hold the price" rule under the United States Treasury Department's Issue Price Regulations that became effective on June 7, 2017.

To the best of the Issuer's knowledge and belief, interest on the Notes is excluded from gross income for Federal income tax purposes, and interest on the notes is also exempt from Massachusetts personal income taxes. The Issuer expects to designate the notes as "qualified tax-exempt obligations" for Federal income tax purposes. It should be noted, however, that the Issuer has not engaged the services of bond counsel or any other counsel to render a legal opinion with respect to the treatment for Federal or Massachusetts income tax purposes of interest on the Notes.

MINUTES

Select Board Meeting Minutes

Tuesday, June 13, 2023

Stow Town Building & Zoom

Present in the Warren Room: Cortni Frecha, Ingeborg Hegemann Clark, Hector Constantzos, John “JT” Toole, and Town Administrator Denise Dembkoski

Absent: Megan Birch-McMichael

Chair Frecha called the meeting to order at 7 p.m. and said the meeting is being recorded.

Public Comment

Comments are limited to items not on the agenda. Speakers should state their name and address, and limit comments to two minutes or less.

Lenny Golder, 67 Old Bolton Road, was present in the Warren Room. He asked about appointments that are to be made at the Select Board’s June 27 meeting. Ms. Dembkoski said that reappointments are on the June 27 agenda and then vacancies will be posted. Applications for new appointments go through her office and she makes recommendations to the Select Board.

Board Member Comments

Mr. Toole commended our public safety officials for the incredible job they did during the microburst on Barton Road last week. The microburst caused a lot of damage and their quick response and coordination with public utilities quickly made the area much safer for everyone in the neighborhood. He also commended Ms. Dembkoski who was involved with the communications and coordination.

Mr. Constantzos commended the SpringFest Committee for pulling together an extraordinary event. Mr. Constantzos noted that Juneteenth is Monday and encouraged residents to learn more about its significance in our country’s history.

Town Administrator (TA) Report

- The TA acknowledged the Fire Department for its handling of increased calls over the last few months, and specifically on Friday, June 2 when there were multiple emergency calls.
- The TA congratulated the Stow Police Department who won the food drive that was held on Saturday, June 3 by collecting more than 1,500 pounds of donations. It was a friendly competition between Stow, Bolton, and Lancaster; the other towns collected about 800 pounds.
- The TA thanked the Revitalize Randall folks for putting on a great Ice Cream Social on Friday night. It was a fun night for everyone who attended.
- The TA thanked everyone who worked behind the scenes for SpringFest, specifically Maura Hyland and Jackie Spataro. Even with the weather that day, everyone had a great time.
- Municipal Buildings will be closed Monday, June 19 for the Juneteenth holiday, and also on Monday, July 3 and Tuesday, July 4 for Independence Day. July 3 is not a holiday but a majority of the employees are taking the day off. There will be a few people working on July 3 but the building will be closed to the public for safety reasons. The TA will be off the week of July 3, 2023.

Nashoba Regional High School Building Project Update

Superintendent Kirk Downing was present via Zoom, to present Board Briefs 6 and 7.

The estimated taxpayer share of the building project will be \$178.6 million, which aligns with the anticipated amount that was reported in November. The total project cost estimate is \$241.7 million and the MSBA estimated maximum reimbursement is \$63.1 million. There is a public forum tomorrow night. Comparing the two Board Briefs shows how the conceptual design evolves over time.

Mr. Toole asked about solar to reduce the ongoing annual costs to run the buildings and to keep the maintenance levels down. Mr. Downing said one element of the project is a geothermal system.

Mr. Constantzos asked if the districts will still be paying for a current building and also the new building project. Mr. Downing said that will be covered in detail at the forum tomorrow night but did give a quick preview, saying some debts will be coming off the books before the new debt goes on.

Event Permit for 9/11 Heroes Run at American Heritage Museum

Kerri Lannan, Event Manager for the Travis Manion Foundation (TMF), and Hunter Chaney, Collings Foundation Director of Marketing and Communications were present via Zoom.

Ms. Lannan gave an overview of the event and the non-profit foundation. 1stLt Travis Manion, USMC, was fatally wounded on April 29, 2007 in Iraq. Before his final deployment, he told his family “If not me, then who?” which described his sense of duty and service to his country. The event on September 9 is a 5K run to raise money for the foundation. Among its projects, the TMF hosts Character Does Matter presentations for youth, and partners and hosts expeditions for Gold Star families.

John Colonna-Romano, 233 Boxboro Road, was present in the Warren Room and asked if this is included in any of the types of events in the agreement between the Town and the museum, and if there would be any noise making activities that would disrupt the neighbors. He added that it sounds like a good event. Mr. Chaney said they do not anticipate doing any tank driving but if there is a want and a need they will do it that weekend.

Board member Constantzos moved to approve a Special Event Permit for the Trevor Manion Foundation (TMF) 9/11 Heroes Run, to be held at the American Heritage Museum on Saturday, September 9, 2023 starting at 7:30 AM. Board member Toole seconded the motion and it passed unanimously.

Green Advisory Committee – Municipal Fossil Fuel Policy

Arnie Epstein, Chair of the Stow Green Advisory Committee (SGAC) was present in the Warren Room. SGAC is proposing a policy in which the preferred approach is fossil-free design for new and renovated municipal buildings, with exceptions for backup and emergency uses or where elimination of fossil fuels is not feasible or practical. The policy was originally proposed to the Select Board on July 23, 2022, and since then the Finance Committee and Capital Planning Committee have reviewed the policy and support it. The policy can prepare Stow to meet a MA law requiring that statewide greenhouse gas emissions be reduced by 50% by 2030 and achieve net zero by 2050. The SGAC thinks the town can lead by example in addressing its buildings, as the SGAC encourages others to do the same.

The Board members had a discussion regarding other fossil-free energy options, such as solar or wind power. Ms. Hegemann noted that electricity is not completely innocent but this is a good first step. Ms. Demboski said this would become a Select Board policy, which the Board could change at any time.

Board member Constantzos moved to approve the Municipal Fossil Fuel Policy for the Town of Stow as presented by the Green Advisory Committee at this meeting.

Board member Toole seconded the motion and it passed unanimously.

Board of Health – Outdoor Water Use Restrictions for Private Wells Draft

Mary McDowell, chair of the Board of Health (BOH), was present via Zoom.

On May 18 the BOH approved a draft of its outdoor water use restrictions, which is not enforceable as it is still a draft. The BOH will publish a summary and seek public input during an upcoming meeting.

Ms. Hegemann suggested an aquifer map so people can see the source of their well water.

Mr. Constantzos suggested that the language in section 2 (Purpose) and section 4B (Definitions-Drought Conditions) be matched up to avoid confusion as to who declares drought conditions.

Ms. Dembkoski offered to create a link on the town website with a separate email to solicit public feedback and collect comments for the BOH's public comment period. The BOH will come before the Select Board at a future meeting with the final draft.

Select Board Committee Assignments

Ms. Dembkoski gave an overview of each committee and how often it meets.

Board member Constantzos moved to make the following appointments:

- *John Toole as the Select Board appointee to the Capital Planning Committee, for a two-year term expiring June 30, 2025;*
- *Ingeborg Hegemann Clark as the Select Board appointee to the Complete Streets Committee, for a three-year term expiring June 30, 2026;*
- *Hector Constantzos as the Select Board appointee to the Green Advisory Committee, for a one-year term expiring June 30, 2024;*
- *Cortni Frecha as the Select Board appointee to the Local Access Channel Advisory Committee, for the remainder of a two-year term expiring June 30, 2024;*
- *Denise M. Dembkoski as the Select Board alternate to the Metropolitan Area Planning Council (MAPC), for a three-year term expiring June 30, 2026;*
- *Denise M. Dembkoski as the Select Board representative to the Minuteman Advisory Group on Interlocal coordination (MAGIC), for a one-year term expiring June 30, 2024;*
- *Cortni Frecha as the Select Board appointee to the Stow Municipal Affordable Housing Trust (SMAHT), for a two-year term expiring June 30, 2025; and*
- *Hector Constantzos as the Select Board representative to the Massachusetts Bay Transportation Authority (MBTA) Advisory Committee.*

Board member Toole seconded the motion and it passed unanimously.

Settlement Agreement with Howard Stein Hudson Regarding Lower Village

The Select Board was happy to report that the Town has agreed to settle its lawsuit against the engineering firm of Howard Stein Hudson (HSH) over the design and management of the Lower Village Reconstruction Project. Neither party admits liability, and HSH will pay the Town \$1 million.

The Select Board thanked former Town Planner Jesse Steadman, Town Planning Director Valerie Oorthuys (who was the Assistant Planner for Mr. Steadman), the Town Administrator, Rick Holland of KP Law, Green International Affiliates, and Places Associates for their assistance.

Any questions concerning the settlement should be directed to the Town Administrator's office.

Board member Constantzos moved to ratify and sign the settlement agreement with Howard Stein Hudson regarding Stow's Lower Village.

Board member Toole seconded the motion and it passed unanimously.

Police Local 206 Union Contract

The Board thanked Ms. Dembkoski for her written summary and her efforts in negotiating the contract. When asked if the police chief was involved, Ms. Dembkoski said the negotiations were conducted with the union by her and Asst. Town Administrator/HR Director Dolores Hamilton. It is advised by labor attorneys that department heads that oversee union employees are not involved in negotiations. The police chief has reviewed and approved all the changes. This is a one-year agreement, and a new contract could be ready by fall, but will be ready by July 1 of next year.

Board member Constantzos moved to approve and authorize the Town Administrator to sign the Police Local 206 Union Contract as presented at this meeting.

Board member Toole seconded the motion and it passed unanimously.

Fiscal Year 2023 Year-End Transfers

Ms. Dembkoski gave an overview of the transfers. The largest transfer needed is to cover the snow and ice deficit of \$55,000. Most of the money being transferred from salary and wage accounts is due to vacancies in those departments.

Board member Constantzos moved to approve the Fiscal Year 2023 year-end transfers, as presented by the Town Administrator.

Board member Toole seconded the motion and it passed unanimously.

Meeting Minutes

Board member Constantzos moved to accept the meeting minutes of the May 23, 2023 meeting as drafted. Board member Toole seconded the motion and it passed unanimously.

Correspondence

There was an email from Rita DiStefano-French regarding the Quilts for Valor program which gives handmade quilts to veterans. Ms. Dembkoski said the Fire Chief would like to bring back the Stow Veteran's Day breakfast, and they are working on coordinating the breakfast on Saturday, November 11 with the quilt presentations.

Mr. Constantzos commented on the email from Arnie Epstein regarding SGAC's support of the library renovation and the efforts to make the building "green." Ms. Dembkoski gave a quick update on the status of the library project and said there is a Library Renovation Project Page on the town's website.

Mr. Toole asked about the email regarding the fence at Stow Community Park. It is pending the procurement process for a fence replacement.

Adjournment

At 8:32 p.m. Board member Constantzos moved to adjourn. Board member Toole seconded the motion and it passed unanimously.

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.