

AGENDA
SELECT BOARD
July 25, 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. Board Member Comments
3. Town Administrator's Report
4. Appointments
 - o Jonathan Foster as a Call Firefighter/EMT through June 30, 2024
5. Discussion and Possible Vote
 - o Approve the Employment Contract for Kellie Barhight, Police Lieutenant
 - o Event Permit for the Ride to Defeat ALS, Sunday, September 17, 2023 – Myke Farricker
 - o Approve the Order of Layout of a Portion of Box Mill Road
 - o Distribution of Cemetery Committee tasks
 - Authorize spending of Perpetual Care Funds
 - Authorize signing of Cemetery Deeds
 - Other tasks, as required
 - o Discuss future Economic Development & Industrial Committee
 - o Discuss Select Board Workshop to establish goals and FY24 priorities
 - o Discuss proposed policy on rotation of Chair for Town Committees
6. Meeting minutes
 - o July 11, 2023
7. Board Correspondence & Updates
8. Adjournment

Correspondence received:

7/13/23 from Denise Demboski; Pompo Commercial Kitchen
7/7/23 from MA Dept of Agricultural Resources; Hemp License Safety Notification
7/14/23 from Douglas Morse; Resignation from Conservation Commission
7/15/23 Conservation Commission Notice of Public Hearing, 8/1/23, 16 Pine Point Road
7/15/23 Conservation Commission Notice of Public Hearing, 8/1/23, 59 Conant Drive
7/15/23 Conservation Commission Notice of Public Hearing, 8/1/23, 509 Great Road
7/18/23 Planning Board Notice of Public Hearing, 8/15/23, 501 Gleasondale Road
7/18/23 Planning Board Notice of Public Hearing, 8/15/23, 63 & 65 White Pond Road

Posted Friday, 7/21/2023
8:55 a.m.

APPOINTMENT

Jonathan Foster

Call Firefighter/EMT through June 30, 2024

(His name was not on the annual
reappointment list.)

DISCUSSION & POSSIBLE VOTE

**Approve Employment Contract
for
Kellie Barhight, Police Lieutenant**



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: K. Barhight Contract

Date: July 17, 2023

Enclosed is the negotiated contract with Kellie Barhight for the position of Police Lieutenant. Myself, the Chief, and Dolores met with Kellie to discuss the terms of her employment and agreed, pending SB ratification, on this contract. Most of the language contained within mirrors the Chief's contract and all funding for the contract is currently within the parameters of the approved FY24 Police Department Budget.

We have negotiated the start date for Lt. Barhight to be September 8, 2023, as that will provide ample time to wrap up her duties in the community she is coming from.

I respectfully ask for your support in approving this contract. If you have any questions, please let me know.

Thank you.

EMPLOYMENT CONTRACT BETWEEN

TOWN OF STOW, MASSACHUSETTS

AND

LIEUTENANT KELLIE ANN BARHIGHT

This Agreement pursuant to M.G.L. c. 41, §1080 is made and entered into by and between the Town of Stow, a municipal corporation of the Commonwealth of Massachusetts, with a usual place of business at Town Building, Stow, Massachusetts, acting by and through its appointing authority (hereinafter the "town"), who acts in their representative capacity only and without any personal liability, and Lieutenant Kellie Ann Barhight ("Lt,"),

Whereas, the Town desires to employ the services of the Lt. in the administration of Police Department of the Town; and

Whereas, the Lt. wishes to perform the duties of the position of the Lieutenant as provided herein and

Whereas, both the Town and Lt. agree that it is appropriate to enter into this Agreement in order to provide for the salary, fringe benefits, and other conditions of employment, including but not limited to, reimbursement of expenses incurred in the performance of their duties or office, conditions of discipline, termination, dismissal, and reappointment, performance standards and leave for its Lieutenant; and

Whereas, the Town desires to accept employment as Lt., and to undertake to execute the duties and responsibilities of that position;

Now, therefore, the Town does hereby appoint Kellie Barhight to the position of Police Lieutenant in accordance with all applicable general laws, by-laws of the Town, and special acts, and, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. APPOINTMENT AND TERM

The Town hereby appoints Kellie Barhight to the position of Police Lieutenant, and the Lt. accepts such appointment in accordance with the terms and conditions of this Agreement. The term of this appointment is for 3 years, commencing September 8, 2023, and ending June 30, 2026, unless terminated sooner under the provisions of this Agreement.

2. DUTIES

The duties of the Lt. shall include all duties outlined in the attached job description and any duties so order by the Chief of Police. Such duties shall include, but not be limited to, being the second in command within the department and responsible for performing professional, administrative, technical, and management duties within Standard Operating Procedures of the department and in compliance with applicable Massachusetts General Laws and Town by-laws. Assumes the powers, duties, and responsibilities of the Chief in their absence. The Lt. shall devote their entire time to the performance of the official duties and shall not engage in outside employment without the prior approval of the Town Administrator.

3. COMPENSATION

Effective at the execution of this contract from September 8, 2023, Lt annual salary shall be \$108,534.20, which is Grade 8, Step 5, of the FY 24 Wage and Salary schedule, prorated to start date.

Beginning July 1, 2024, and on each succeeding year of this Contract, the Lieutenant shall receive the same annual COLA increase in salary approved by the Town Administrator for Department Heads / Non-Collective Bargaining Unit Employees. Additionally, the Lt. shall follow the step schedule in the Personnel Bylaw for positions in Grade 8.

The Town will provide an accreditation manager stipend of \$1,500.00 per year. Upon achieving accreditation status, you will receive a one-time payment of \$2,000.00.

For the first year of employment, the Town will provide a clothing allowance of \$2,200.00. The clothing allowance will be \$1,200.00 per year thereafter.

4. HOURS OF WORK

Your normal work schedule will be Monday to Friday, two (2) day shifts and three (3) evening shifts with flexibility for department needs, or for evening meetings and programs at the approval of the Chief. This schedule may be changed upon mutual agreement of both parties.

5. ADDITIONAL BENEFITS

The following additional benefits shall accrue:

- a) **Vacation Leave:** shall receive twenty (20) days of paid vacation per fiscal year, accrued as earned. This leave shall be pro-rated for any portion of a fiscal year actually worked. Vacations must be taken in the next fiscal year after the one in which they accrue, unused vacation may be carried over up to twenty (20) days of earned vacation, into the following fiscal year if Lt. is unable to take such vacation time in the year in which it is earned. No more than forty (40) days can be on the books at any one time. Vacation leave shall be scheduled by the Lt. with the

approval of the Chief of Police so as not conflict with the needs of the Town. Unused vacation shall be paid in full to the Lt. upon termination.

- b) **Sick Leave:** Employee shall receive fifteen (15) days of sick leave per calendar year, to accumulate at the rate of one and one-quarter (1 ¼) days per month as of the last day of each month in the first year, to a maximum of 180 days.
- c) **Personal leave:** The Lt. shall be entitled to 4 personal days per fiscal year to be taken at the Lt.'s discretion with the permission of the Chief. Personal days may not be carried over and no payout will be issued for any unused personal days.
- d) **Holiday Pay:** The Lt. shall have all town-recognized holidays off. If the Lt. is on-duty at any time on a Town-recognized holiday, the Lt. shall receive compensation time off at the rate of hour for hour on another workday at the approval of the Chief.
- e) **Bereavement Leave:** In the event of a death in the Lt.'s family, they will be eligible for five (5) days of bereavement related to the death of a spouse, child, or grandchild, and up to three (3) days of bereavement related to the death of a parent, grandparent, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, niece, or nephew. Additional bereavement leave may be granted at the discretion of the Chief.
- f) **Longevity pay:** The Lt. will not be eligible for longevity pay.
- g) **Insurance:** The Lt. shall be eligible to obtain health, dental, and life insurance with the same coverage and cost as other town employees under Massachusetts General Laws c. 32B.
- h) **Injured on duty:** As a sworn police officer, the Lt. shall be eligible for injured on duty benefits as provided by G.L. c. 41, § 111F. At the Town's request, the Lt. will attend and cooperate fully with an evaluation by a physician designated by the Town to determine eligibility for benefits under G.L. c. 41, § 111F or to otherwise determine fitness for duty.
- i) **Overtime:** The Lt. will be offered shift overtime after local 206 has refused. The Lt. is limited to 8 hours of shift overtime each week; this does not include emergency response to incidents.
- j) **Compensatory Time:** It is recognized that the Lt. must devote a great deal of time outside of normal office hours to conduct the business of the Town. The Lt., therefore, shall be allowed to take compensatory time off and alter the Lt's schedule as approved by the Chief during said normal office hours, and at such times that will least adversely impact Department operations. Prior to any time accrued or used, permission must be granted by the chief. The maximum amount

of time accrued during a fiscal year is 80 hours. Unused time will be lost and no payout will be allowed.

- k) **Private Details:** The Lt. may work details provided that all such detail work shall occur outside the Lt.'s regularly scheduled hours of work. Detail pay shall be made to the Lt. by the Town in accordance with established procedure and shall not be made directly to the Lt. by the entity requesting the detail. The Lt. will be offered after Local 206 has refused.
- l) **Education Incentive:** The Lt. is not eligible for compensation toward an advanced degree in Law Enforcement or Public Administration field.
- m) **Retirement:** As a sworn police officer, the Lt. shall be entitled to retirement benefits under G.L. c. 32.
- n) **Discharge:** It is agreed that the Lt. can be discharged only for cause, upon proper notice and after a due process hearing before the Select Board at which the Lt. shall have the right to be represented by counsel and to present evidence and witnesses in their own behalf.

6. INDEMNIFICATION & INSURANCE

- a) **Indemnification.** The Town agrees to defend, save harmless and indemnify the Lt. against any complaint, claim, demand, suit, or judgment, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of the Lt. duties as Police Lt. of the Town. This provision shall survive any termination of this agreement with respect to acts or omissions while serving as the Lt.
- b) **Professional liability insurance.** The Town agrees to furnish at its own expense, professional liability insurance for the Lt. with liability limits of not less than one million (\$1,000,000.00) dollars.

7. DEATH DURING TERM OF EMPLOYMENT

In the event of the Lt.'s death during the term of this Contract, or any extension thereof, the Town shall pay to the Lt.'s spouse all the compensation which would otherwise be payable to the Lt. up to the date of the Lt.'s death including, but not limited to accrued, but unused leave days. In the event that the Lt.'s spouse does not survive the Lt, or the Lt does not have a spouse at the time of their death, then the Town shall pay to the Lt.'s then living children to be divided equally, all the compensation which would otherwise be payable to the Lt. up to the date of the Lt.'s death including, but not limited to accrued, but unused leave days, in shares as may nearly be of equal value.

8. DUES, SUBSCRIPTIONS & PROFESSIONAL DEVELOPMENT

The Town agrees to pay for the reasonable registration, travel, and sustenance expenses of the Lt. for courses, institutes, and seminars that are necessary for his professional development and for the good of the Town, subject to the availability of an appropriation, and with permission from the Chief.

The Board recognizes and encourages the Lt. to join professional organizations that are typically affiliated with municipal government and public safety. Should the Lt. attend seminars, conferences, or workshops sponsored by such professional organizations, time spent as such conferences shall not be deducted from vacation leave. For attendance at any professional development over one (1) day's duration, the Lt. will notify the Chief for permission prior to attending.

9. PERFORMANCE EVALUATIONS

a) Annually, the Chief of Police, Lt. and Town Administrator shall jointly develop specific goals and objectives that are necessary for the proper operation and welfare of the Police Department and shall further jointly establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

b) The Chief of Police shall review and evaluate the performance of the Lt. of on a formal basis at least once annually under the terms and conditions of this Contract. Said review and evaluation shall include, but not be limited to – (1) the Lt.'s progress and performance on the annual goals and objectives as described above in this section; (2) budgetary/financial administration; (3) personnel administration; (4) supervisor/leadership; (5) staff development; (6) public relations; (7) employee and labor relations; (8) policy execution; (9) interaction with the Chief of Police as well as other governmental officials, departments, boards and committees and (10) Community engagement.

c) Such review and evaluation of performance of the Lt. shall be done in conformity with the specific performance goals, objectives and criteria established by the above method. The Chief of Police shall provide the Lt. with a written evaluation report after each formal review and evaluation and shall provide the Lt. with an opportunity to discuss the Lt.'s review and evaluation. If the Lt. disputes any portion of the evaluation, then the Lt. shall be permitted to memorialize this dispute in writing, detailing the nature of the dispute, and such document shall be attached to and incorporated into the evaluation form, and become a part of the Lt.'s personnel file.

10. RESIGNATION

Voluntary Resignation: In the event the Lt. voluntarily resign or retire before the expiration date of this Agreement, in which case she shall give the Chief at least sixty (60) days written notice prior to the effective date of resignation, unless the parties agree otherwise in writing. Pay and

benefits shall cease on the effective date of the resignation, unless sooner terminated under the provisions of this Agreement, subject to any rights and obligations under state or federal law with respect to retirement benefits and the continuation of group health care benefits at Lt. expense as provided by law.

11. DISCIPLINE, DISCHARGE & NON-REAPPOINTMENT

It is agreed that the Lt. may be disciplined, discharged, or not reappointed only for just cause, upon proper notice and only after a hearing conducted by, and by majority vote ($\frac{3}{5}$) of, the Select Board and consistent with the terms included in this section and in accordance with the Open Meeting Law.

- a) The Lt. shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing.
- b) The term “proper notice” as it appears in this section means that written notice of the hearing must be given to the Lt. at least ten (10) business days prior to the date of the hearing and must set forth the following: (i) the date, time, and location of the hearing; (ii) the reason for the hearing; (iii) the charges alleged and the evidence in support thereof in such specificity so that the Lt. may understand and prepare their defense; and (iv) the range of discipline considered.
- c) The subject matter to be presented at the hearing shall be only those charges as were specifically detailed in the written notice to the Lt.
- d) During the hearing, the Lt. shall have the right to be represented by a representative of their choosing, to question, confront and cross-examine witnesses, to introduce evidence and to conduct oral arguments.
- e) In its decision, the Select Board shall consider only those facts which were presented at the hearing and shall make its findings of fact based upon a preponderance of the evidence presented.
- f) The principles of progressive discipline will apply, and the Town recognizes its obligation to provide the Lt. with performance evaluations.

With respect to any such proceedings instituted under this section, the following rights of appeal shall apply:

- a) The Lt. may appeal any discipline or discharge to a panel of arbitrators consisting of three (3) persons or a single arbitrator. If the Lt. chooses a panel of arbitrators, the three (3) persons shall be chosen as follows: one by the Town, one by the Lt., and one by the two so chosen. A majority of the three (3) member panel shall be sufficient to uphold or to reverse the decision.

Any arbitration shall be subject to the Labor Arbitration Rules of the American Arbitration Association with the costs to be shared equally by the parties.

- b) The Lt. may appeal any decision upheld by the arbitrator(s) to: (i) the district court wherein the Lt resides; or (ii) any superior court having jurisdiction. Each of the aforementioned courts shall have jurisdiction of any petition for writ of mandamus for reinstatement of the Lt. if he/she alleges that he/she has been improperly suspended or discharged.
- c) In the event of the suspension or discharge of the Lt., if the arbitrator (s), or the district court for the judicial district wherein the Lt resides, or the superior court shall reverse a suspension or discharge and order that the Lt be reinstated to duty, the Lt shall be entitled to back pay, benefits, and counsel fees.

12. POLITICAL ACTIVITIES

The Department upholds the values of Peele's 9 Principles of "Fair and Impartial Policing." To maintain those values and the department's impartiality, the Lt. agrees that their role in political activities shall be limited to private vote. During their tenure as the Lt., the Lt. agrees to NOT participate in public fundraisers for individuals campaigning for public office or the election/re-election process. This includes public appearances at "fundraising events", named endorsement, private financial support, or written nomination. This agreement does not prohibit the Lt. from a working professional relationship with elected officials in the performance of their daily duties that come with executing the mission of the Department.

13. NO REDUCTION OF BENEFITS

The Town agrees that the Town shall not at any time during this Contract reduce the salary, compensation, or other benefits of the Lt., except to the extent that such reduction is evenly applied across-the-board for all non-union employees in the Town.

14. MISCELLANEOUS PROVISIONS

- a) This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.
- b) If any provision of this Contract is declared or found to be illegal, unenforceable, or void by a court of competent jurisdiction, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.
- c) For any clause of this Contract which provides that a certain benefit to the Lt. shall be subject to appropriation, the Town understands and acknowledges that it shall be responsible to budget and support any such appropriation and the terms of this Contract at any and all town meetings.

- d) No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both Parties.
- e) The Parties executing this Contract agree that the recitals herein constitute the entire agreement between the parties. No other agreement, including any other written, oral, or other agreement, will be considered to exist or to bind the parties to this Agreement. No representative of any party to this Contract, had, or has any authority to make any representation or promise not contained in this Contract, and each of the parties to this Contract acknowledges that such party has not executed this Contract in reliance upon any such representation or promise.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the _____ day of _____, 2023.

On Behalf of the Select Board
Stow Town Administrator

Lieutenant

Denise M. Dembkoski


Kellie A. Barhight

Special Event Permit
Ride to Defeat ALS
Sunday, September 17, 2023

Myke Farricker, Event Manager

The application was circulated to appropriate staff.

Chief Sallese has prepared a Police Dept. Traffic Plan.

Pending item:

- Updated Certificate of Insurance to be submitted in August



Town of Stow

Special Event Permit

For: Sunday, September 17, 2023

Myke Farricker, as a representative of the Amyotrophic Lateral Sclerosis Association, is granted permission to hold the Ride to defeat ALS on Sunday, September 17, 2023, as described in the application materials, and contingent upon the following:

- 1) That arrangements have been made with the Police and Fire Departments for the appropriate number of detail personnel;
- 2) That a certificate of general liability insurance naming the Town of Stow as additional insured be provided to the Select Board office prior to the event;
- 3) That any signs, tents, platforms, staging, structures, and electrical work be permitted and inspected by the Building Department prior to the event;
- 4) That if portable restroom facilities are used, the contract be provided to the Board of Health prior to the event and comply with Massachusetts Regulations Title 521 Sec 30.1.2;
- 5) That any snacks are prepackaged, or a permit has been obtained from the Board of Health, and;
- 6) That the organizers participate in any public safety meeting required for the event and all requirements discussed at the meeting are met;
- 7) These stipulations, made upon approval, have been met:

As approved by the Select Board on July 25, 2023:

Cortni Frecha, Chair

Megan Birch-McMichael, Clerk

Ingeborg Hegemann Clark

Hector Constantzos

John Toole



TOWN OF STOW

Special Event Permit Application

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

Applicant and Sponsoring Organization Information

Amyotrophic Lateral Sclerosis Assc

Name of Organization / Sponsor: _____ Non-Profit Profit

524 Boston Post Road Wayland MA 01778

Address: _____ City: _____ State: _____ Zip: _____

13-3271855 Myke Farricker

Tax ID #: _____ Applicant name: _____

508-320-1102 mykefarricker@gmail.com

Phone: _____ Email: _____

Web Site: <https://donate.ma.als.org/event/2023-MykeFarrickerr>

Event Manager: _____ Contact Info: _____

Other Contact person/s: _____ Contact Info: _____

Event Information

Event Type: Run/Walk* Rally Parade School Event

Concert Festival Political Event Food Truck

Fundraising Bike ride

Other (specify) _____

Ride to Defeat ALS

Event Title: _____

Start Date & Time(s): 9/17/23 7am End Date & Times(s): 9/17/23 3 pm Rain Date & Time(s): Same

Estimated Attendance: # 200 Admission Fee: \$250

Open to the Public: Yes No

Requested Location: Community Park Center Park Pompo Field

Check all that apply Pine Bluff Pompositicut Community Center Town Forest

Street (specify): See map for Stow streets the bikers will ride on

Other (specify): _____

Set Up Date/Time: 9/16/23 Noon Break Down Date/Time: 9/17/23 6 pm

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

Event Details

Please indicate whether the following items pertain to your event.

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

Other Permits

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

Insurance Requirements

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

Affidavit of Applicant

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

Signature of Applicant: Myke Farnicker Date: 7/12/23

Printed Name: Myke Farnicker Fee Paid: _____

Joyce Sampson

From: Myke Farricker <mykefarricker@gmail.com>
Sent: Wednesday, July 12, 2023 1:41 PM
To: selectboard
Subject: Re: 2023 Ride to Defeat ALS - Sunday, September 17th
Attachments: Stow Ride to Defeat ALS 9-17-23 Permit Application(1).pdf

Phoebe - Attached is the completed permit application for the Ride to Defeat ALS, the fundraising bike ride which is taking place on Sunday September 17, 2023. **None of the items on the second page of the application pertain to the ride.** We will just be riding through Stow as we have done for the last 20+ years. Thank you again for all your help, and let me know if you need anything else.

Take care,

Myke Farricker, General Manager, Longfellow Health Clubs, Wayland & Natick, MA

| | | |
|--|---|--------------|
| Longfellow Tennis & Health Club, Wayland | 524 Boston Post Road, Wayland, MA 01778 | 508.358.7355 |
| Longfellow Health Club, Natick | 203 Oak St, Natick, MA 01760 | 508.653.4633 |
| Longfellow Tennis Club, Natick | 16 Michigan Drive, Natick, MA 01760 | 508.653.4606 |



Longfellow Health Clubs - Recipient of the First Annual "Sustainable Business of the Year Award" from the Sustainable Business Network of Massachusetts in 2015

Longfellow Health Clubs - designated as one of the "Top Places to Work in Massachusetts" by the Boston Globe in 2012

Longfellow Health Clubs - Recipient of the "Outstanding Community Service Award" at the 2011 International Health and Racquet Sports Association's Annual Convention

www.longfellowhealthclubs.com

Find us on Facebook: www.facebook.com/Longfellowclubs

On Fri, Jun 30, 2023 at 12:04 PM selectboard <selectboard@stow-ma.gov> wrote:

Hi Myke,

Joyce Sampson

From: Myke Farricker <mykefarricker@gmail.com>
Sent: Thursday, June 29, 2023 5:28 PM
To: selectboard; Joyce Sampson
Subject: 2023 Ride to Defeat ALS - Sunday, September 17th
Attachments: 2022_Ride_to_Defeat_ALS_-_50_Mile_v3.pdf; 2022_Ride_to_Defeat_ALS_-_100_KM_v4.pdf; Stow 2022 Cert of Insurance Ride to Defeat ALS.pdf

Phoebe and Joyce - Hello again! Hope you're both doing well. It's that time of year again. I'm writing to request a permit for this year's 2023 Ride to Defeat ALS bike ride (formerly known as the Positive Spin for ALS) to raise money for research and patient care for those afflicted with ALS, or Lou Gehrig's disease. Over the past 28 years of our ride, we've raised over \$3.5 million in donations.

Here is the information for the ride -

- It will take place on Sunday, September 17th.
- Our ride is sponsored and insured again this year by the National ALS Association.
- It begins and ends at The Longfellow Tennis & Health Club, 524 Boston Post Road in Wayland, with starting times of 7:00 a.m.(100 KM), 8:00 am (50 miles), 9:00 am (25 miles), and 10:00 am (10 miles).
- I've attached the 2022 cue sheets and maps for the 50 mile and 100 KM rides - these are the exact same routes as this year's 2023 ride. When those 2023 ride maps and cue sheets are created, I will send them to you.
- I've also attached a copy of the Certificate of Insurance for the Town of Stow through April 2023. I know this Certificate of Insurance only runs through April. We are getting new Certificates of Insurance at the beginning of August, and I will send those to you as soon as I get them.
- I apologize that I don't have this year's cue sheets, road maps, and Certificate of Insurance yet. I will have them soon and will get them to you as soon as I can. I wanted to at least start the process with you and give you the date of the event to get on your calendar.

The riders in the 50 miles and 100 KM rides will be the riders coming through Stow. By the time they get to Stow, they will be spaced out in groups of 1-3 riders usually. So there shouldn't be a big group of riders coming through Stow at any one time.

We will be putting up road signs in the ground again this year as we have done in all the past years. We will be putting the signs up the day before the ride, Saturday, September 16th, and we will take all the signs down at the end of the day of the ride, Sunday, September 17th. The signs will be put on metal stakes into the ground - we will not be attaching any signs to any trees or poles.

Thank you for your help again this year and in the previous years. Everyone in Stow has been such a big supporter of the ride over the years. Please let me know if you need anything else from me, and if I need to send this permit request to anyone else in the Town of Stow government. And please let me know that you have received this permit request. Thank you.

Hope all is well.

Take care,

Myke Farricker
Co-Chair of the 2023 Ride to Defeat ALS Bike Ride (formerly known as the Positive Spin for ALS)



**Town of Stow
POLICE DEPARTMENT**

305 Great Road
Stow, Massachusetts 01775

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

Michael Sallèse
Chief of Police

**STOW POLICE DEPARTMENT
OPERATIONAL PLAN
305 GREAT ROAD
STOW, MA 01775
978-897-4545**

TRAFFIC PLAN
Prepared by Chief Sallèse

2023 Ride To Defeat ALS

Sunday September 17, 2023

On September 17, 2023 the Massachusetts Chapter of the National ALS Association is having their annual Ride to Defeat ALS. The Stow Police Department has developed a traffic plan to help ensure a safe race for all. Officers will be given a copy of this traffic plan and assigned positions by the Officer in Charge.

Officers will be cognizant of the ride coming through town with the increased traffic due to fall activities throughout town.

- It will take place on Sunday, September 17th.
- The ride is sponsored and insured again this year by the Massachusetts Chapter of the National ALS Association.
- It begins and ends at The Longfellow Club in Wayland, with starting times of 7:00 a.m.
- Attached are the sheets for the 50mile and 100km rides, as well as a copy of the Certificate of Insurance prior to the ride for the Town of Stow which are the only rides that will be coming through the Town of Stow.

Pre-Event Meeting at 6:45am the day of the race at the Stow Police Department, Day Shift Officers will be given a copy of the map and their assignments to assist if needed.

Pre-Race Preparations

Stow Police Department will Facebook and Twitter Race, route and other traffic delays to public.

Signs:

Road signs will be placed in the ground the day before the ride Saturday September 16th, the signs will be taken down by the end of the day on Sunday September 17 by the organizers. The signs will be metal spikes that will be placed in the ground.

***Maps of the races will be printed and placed in dispatch for officers to know the route.*

50 mile ride and 100 km ride

-100 Km ride starts at 7:00AM leaving the Longfellow club in Wayland

-50 Mile ride starts at 8:00AM leaving the Longfellow club in Wayland

- Both rides once they arrive in Stow will small groups of riders varying from groups of 1-3 riders.

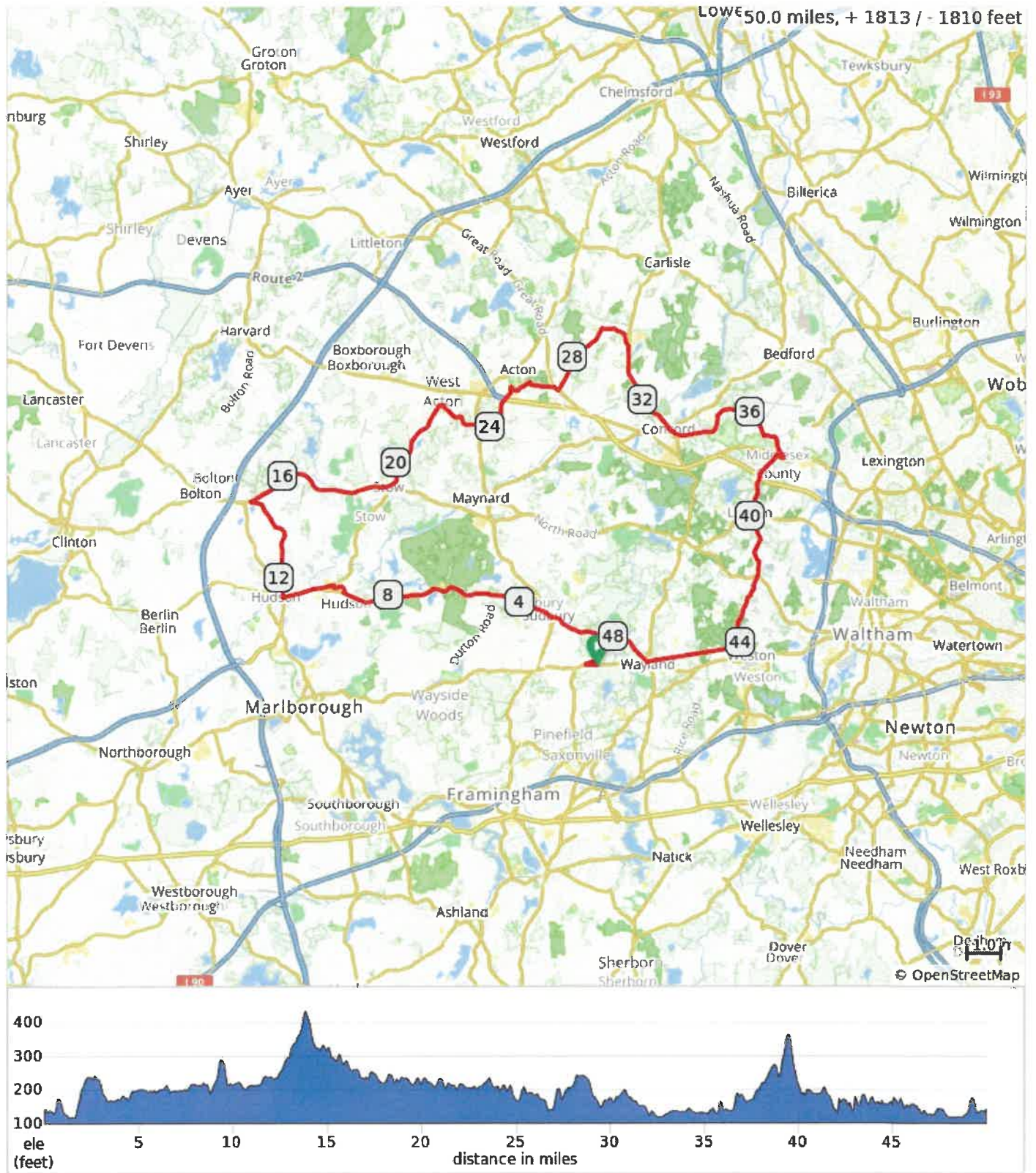
Patrol 1- monitor the flow of traffic once the ride enters Stow.

Patrol 2- monitor the flow of traffic once the ride enters Stow. Patrol 2 is also responsible for travelling the route and assisting the riders in the event there are any services required.

Details: there are no details scheduled for this event

Notifications: notifications will be made to the public through the Stow Police Departments Facebook/Twitter pages.

2022 Ride to Defeat ALS - 50 Mile v3



2022 Ride to Defeat ALS - 50 Mile v3

| Dist | Type | Note |
|------|------|-------------------------------------|
| 0.0 | | Start of route |
| 0.0 | | R onto Minuteman Road |
| 0.0 | | R onto Boston Post Road, US 20 |
| 0.4 | | Sharp R onto Old County Road |
| 1.1 | | Keep R onto River Road |
| 1.2 | | Sharp L onto River Road |
| 1.2 | | Keep L onto Water Row |
| 1.5 | | Keep R onto Water Row |
| 1.5 | | Sharp L onto Water Row |
| 1.5 | | Make a U-turn onto Water Row |
| 1.5 | | Keep L onto Old Sudbury Road, MA 27 |
| 5.0 | | Keep R onto Hudson Road |
| 5.0 | | Sharp R onto Hudson Road |

5.0 miles. +228/-170 feet

| Dist | Type | Note |
|------|------|---------------------------------|
| 6.6 | | Keep R onto Sudbury Road |
| 6.7 | | Sharp L onto Sudbury Road |
| 6.7 | | Make a U-turn onto Sudbury Road |
| 6.7 | | Slight L onto State Road |
| 9.4 | | R onto Orchard Drive |
| 9.9 | | R onto Wilkins Street, MA 62 |
| 9.9 | | R |
| 11.5 | | R onto Broad Street |
| 11.5 | | Continue onto Manning Street |
| 13.2 | | Keep L onto Long Hill Road |
| 13.3 | | Sharp L onto Long Hill Road |
| 13.3 | | L onto Long Hill Road |
| 14.8 | | R onto Main Street, MA 117 |
| 16.8 | | Keep R onto Great Road, MA 117 |

11.8 miles. +453/-411 feet

| Dist | Type | Note |
|------|------|---------------------------------------|
| 17.4 | | Sharp L onto Great Road, MA 117 |
| 17.4 | | Make a U-turn onto Great Road, MA 117 |
| 19.2 | | Keep L onto Crescent Street |
| 19.5 | | Keep L onto West Acton Road |
| 19.7 | | Continue onto West Acton Road |
| 22.0 | | Keep L onto Willow Street |
| 22.1 | | Sharp L onto Willow Street |
| 22.1 | | Make a U-turn onto Willow Street |
| 22.1 | | R onto Summer Street |
| 22.3 | | R onto Central Street |
| 23.6 | | Slight R onto Main Street, MA 27 |
| 23.7 | | L onto School Street |

6.8 miles. +179/-209 feet

| Dist | Type | Note |
|------|------|----------------------------------|
| 24.1 | | L onto Piper Road |
| 25.3 | | Keep R onto Taylor Road |
| 25.4 | | Sharp L onto Taylor Road |
| 25.4 | | R onto Minot Avenue |
| 26.1 | | R onto Concord Road |
| 26.8 | | R onto Great Road, MA 2A, MA 119 |
| 27.0 | | L onto Pope Road |
| 28.2 | | Keep R onto Pope Road |
| 28.2 | | Sharp R onto Pope Road |
| 28.2 | | Make a U-turn onto Pope Road |
| 29.2 | | R onto Spencer Brook Road |
| 29.6 | | Continue onto Westford Road |
| 30.2 | | Keep R onto Westford Road |
| 30.3 | | Sharp L onto Westford Road |

6.6 miles. +251/-276 feet

| Dist | Type | Note |
|------|------|--------------------------------|
| 30.3 | → | R onto Lowell Road |
| 32.2 | ↖ | Keep L onto Lowell Road |
| 32.3 | ↗ | Sharp R onto Lowell Road |
| 32.3 | ↻ | Make a U-turn onto Lowell Road |
| 32.7 | → | R |
| 32.7 | ← | L |
| 32.8 | ← | L onto Keyes Road |
| 32.8 | → | R onto Lowell Road |
| 33.2 | ↗ | Slight R onto Lexington Road |
| 33.3 | ↑ | Continue onto Lexington Road |
| 34.4 | ↖ | Keep L onto Old Bedford Road |
| 34.9 | → | R onto Virginia Road |
| 35.4 | ↖ | Keep L onto Virginia Road |
| 35.5 | ↗ | Sharp R onto Virginia Road |

5.2 miles. +85/-121 feet

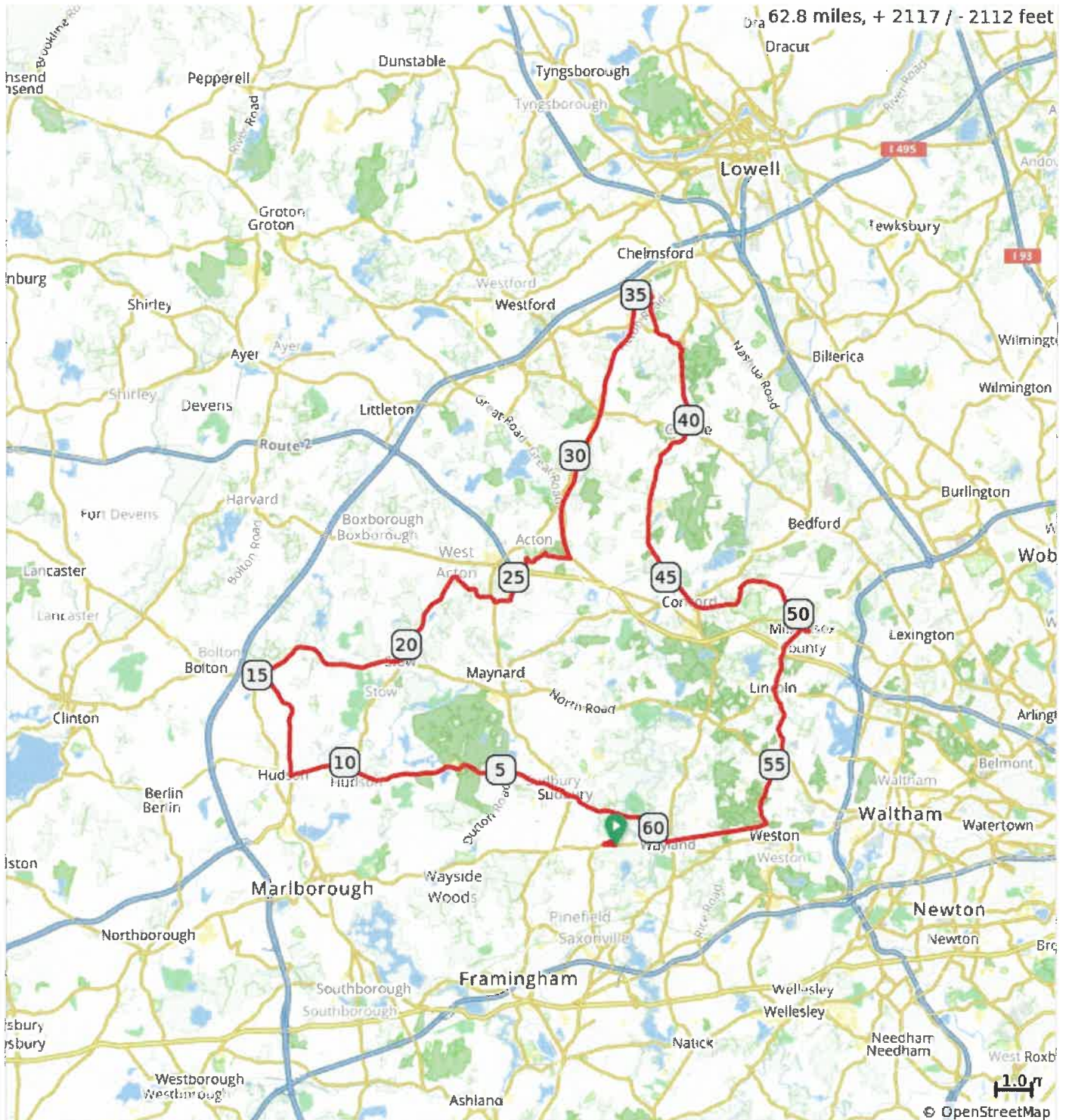
| Dist | Type | Note |
|------|------|---|
| 41.6 | ↖ | Sharp L onto Weston Road |
| 41.6 | ↻ | Make a U-turn onto Weston Road |
| 43.6 | ↖ | Slight L onto Concord Road |
| 43.9 | ↖ | Keep L onto Concord Road |
| 44.0 | → | R onto Mass Central Rail Trail -- Wayside |
| 46.8 | → | R onto Cochituate Road, MA 27, MA 126 |
| 48.5 | ↖ | Sharp L onto Water Row |
| 48.8 | ↗ | Keep R onto Water Row |
| 48.8 | ↗ | Slight R onto River Road |
| 49.6 | ← | L onto Boston Post Road, US 20 |
| 50.0 | ← | L onto Minuteman Road |
| 50.0 | 📍 | End of route |

8.5 miles. +258/-294 feet

| Dist | Type | Note |
|------|------|---------------------------------------|
| 35.5 | ↻ | Make a U-turn onto Virginia Road |
| 37.0 | ↗ | Keep R onto Old Bedford Road |
| 37.7 | ↗ | Keep R |
| 37.7 | ↗ | Slight R onto North Great Road, MA 2A |
| 37.9 | ← | L onto Bedford Road |
| 39.8 | ← | L onto Weston Road |
| 40.2 | ↗ | Keep R onto Weston Road |
| 40.3 | ↖ | Sharp L onto Weston Road |
| 40.4 | ↗ | Keep R onto Weston Road |
| 40.7 | ↖ | Sharp L onto Weston Road |
| 40.7 | ↻ | Make a U-turn onto Weston Road |
| 40.7 | ↗ | Slight R onto Weston Road |
| 41.4 | ↗ | Keep R onto Weston Road |

6.0 miles. +360/-301 feet

2022 Ride to Defeat ALS - 100 KM v4



2022 Ride to Defeat ALS - 100 KM v4

| Dist | Type | Note |
|------|------|---------------------------------------|
| 0.0 | | Start of route |
| 0.0 | | R onto Minuteman Road |
| 0.1 | | R onto Boston Post Road, US 20 |
| 0.4 | | Sharp R onto Old County Road |
| 1.2 | | Keep L onto Water Row |
| 1.5 | | Slight L onto Old Sudbury Road, MA 27 |
| 6.0 | | Sharp L |
| 6.0 | | L |
| 6.3 | | R |
| 6.3 | | L onto Hudson Road |
| 6.9 | | Keep R onto Sudbury Road |
| 7.0 | | Sharp L onto Sudbury Road |
| 7.0 | | Make a U-turn onto Sudbury Road |

7.0 miles. +262/-206 feet

| Dist | Type | Note |
|------|------|------------------------------|
| 7.0 | | Slight L onto State Road |
| 9.7 | | R onto Orchard Drive |
| 10.2 | | R onto Wilkins Street, MA 62 |
| 10.2 | | L |
| 11.7 | | R onto Broad Street |
| 11.8 | | Continue onto Manning Street |
| 13.6 | | L onto Long Hill Road |
| 15.0 | | R onto Main Street, MA 117 |
| 18.1 | | R onto Orchard Drive |
| 18.1 | | L |
| 18.2 | | L |
| 18.2 | | R onto Great Road, MA 117 |
| 19.4 | | Keep L onto Crescent Street |
| 19.7 | | Keep R onto Crescent Street |
| 19.7 | | Sharp L onto Crescent Street |

12.7 miles. +528/-510 feet

| Dist | Type | Note |
|------|------|------------------------------------|
| 19.8 | | Keep L onto West Acton Road |
| 20.0 | | Continue onto West Acton Road |
| 20.2 | | Make a U-turn onto West Acton Road |
| 20.2 | | Sharp L onto West Acton Road |
| 22.2 | | Keep L onto Willow Street |
| 22.4 | | Sharp L onto Willow Street |
| 22.4 | | R onto Summer Street |
| 22.5 | | R onto Central Street |
| 23.4 | | Keep R onto Central Street |
| 23.5 | | Sharp R onto Central Street |
| 23.8 | | Keep R onto Central Street |
| 23.8 | | Sharp L onto Central Street |
| 23.8 | | Make a U-turn onto Central Street |

4.1 miles. +131/-111 feet

| Dist | Type | Note |
|------|------|---------------------------------------|
| 23.9 | | Slight R onto Main Street, MA 27 |
| 23.9 | | L onto School Street |
| 24.4 | | L onto Piper Road |
| 25.6 | | Keep R onto Taylor Road |
| 25.7 | | Sharp L onto Taylor Road |
| 25.7 | | Make a U-turn onto Taylor Road |
| 25.7 | | R onto Minot Avenue |
| 26.4 | | R onto Concord Road |
| 27.0 | | Keep L onto Concord Road |
| 27.1 | | Sharp R onto Concord Road |
| 27.1 | | Make a U-turn onto Concord Road |
| 27.1 | | Sharp L onto Bruce Freeman Rail Trail |
| 29.9 | | R onto Bruce Freeman Rail Trail |

6.0 miles. +140/-196 feet

| Dist | Type | Note |
|------|------|---|
| 30.9 | ↑ | Continue onto Bruce Freeman Rail Trail |
| 33.3 | ↑ | Continue onto Bruce Freeman Rail Trail |
| 34.0 | ↗ | Keep R onto Bruce Freeman Rail Trail |
| 34.2 | ↘ | Sharp R onto Bruce Freeman Rail Trail |
| 34.2 | ↻ | Make a U-turn onto Bruce Freeman Rail Trail |
| 34.7 | ↗ | Keep R onto Bruce Freeman Rail Trail |
| 34.8 | ↘ | Sharp R onto Bruce Freeman Rail Trail |
| 34.8 | ↻ | Make a U-turn onto Bruce Freeman Rail Trail |
| 35.4 | ↙ | Sharp L onto High Street |
| 35.4 | ↘ | Sharp R onto Bruce Freeman Rail Trail |

5.5 miles. +91/-86 feet

| Dist | Type | Note |
|------|------|--------------------------------------|
| 43.1 | ↻ | Make a U-turn onto Lowell Road |
| 45.0 | ↙ | Keep L onto Lowell Road |
| 45.1 | ↘ | Sharp R onto Lowell Road |
| 45.9 | ↗ | Slight R onto Lexington Road |
| 46.1 | ↑ | Continue onto Lexington Road |
| 47.2 | ↙ | Keep L onto Old Bedford Road |
| 47.7 | ← | L onto Virginia Road |
| 49.4 | ↗ | Keep R onto Virginia Road |
| 49.5 | ↘ | Sharp R onto Virginia Road |
| 49.5 | ↻ | Make a U-turn onto Virginia Road |
| 49.8 | ↗ | Keep R onto Old Bedford Road |
| 50.5 | ↘ | Sharp R onto North Great Road, MA 2A |

7.4 miles. +209/-199 feet

| Dist | Type | Note |
|------|------|---|
| 35.4 | → | R onto High Street |
| 35.5 | → | R onto Locust Road |
| 35.9 | ↗ | Slight R onto Locust Road |
| 35.9 | ↗ | Slight R onto Byam Road |
| 35.9 | ← | L onto Barton Hill Road |
| 36.9 | ↙ | Sharp L onto Proctor Road |
| 37.9 | ↘ | Sharp R onto Lowell Street |
| 38.0 | ↗ | Keep R onto Lowell Street |
| 38.2 | ↙ | Sharp L onto Lowell Street |
| 38.2 | ↻ | Make a U-turn onto Lowell Street |
| 40.2 | ↑ | At roundabout, take exit 1 onto Westford Road, MA 225 |
| 40.2 | ↙ | Keep L onto Concord Street |
| 43.0 | ↗ | Keep R onto Lowell Road |
| 43.1 | ↙ | Sharp L onto Lowell Road |

7.7 miles. +330/-338 feet

| Dist | Type | Note |
|------|------|---|
| 50.7 | ← | L onto Bedford Road |
| 52.6 | ← | L onto Weston Road |
| 53.4 | ↗ | Slight R onto Weston Road |
| 54.5 | ↗ | Keep R onto Lincoln Street |
| 54.6 | ↙ | Sharp L onto Lincoln Street |
| 54.6 | ↻ | Make a U-turn onto Lincoln Street |
| 56.3 | ↙ | Slight L onto Concord Road |
| 56.7 | ↙ | Keep L onto Concord Road |
| 56.7 | → | R onto Mass Central Rail Trail -- Wayside |
| 59.5 | → | R onto Cochituate Road, MA 27, MA 126 |
| 60.9 | ↗ | Keep R onto Old Sudbury Road, MA 27 |
| 61.2 | ↘ | Sharp R onto Old Sudbury Road, MA 27 |
| 61.3 | ↙ | Sharp L onto Water Row |

10.8 miles. +424/-512 feet

| Dist | Type | Note |
|------|------|--------------------------------|
| 61.6 | ↗ | Keep R onto Water Row |
| 61.6 | ↗ | Slight R onto River Road |
| 62.4 | ← | L onto Boston Post Road, US 20 |
| 62.7 | ← | L onto Minuteman Road |
| 62.8 | 📍 | End of route |

1.5 miles. +62/-43 feet

Approve the Order of Layout of a Portion of Box Mill Road

Memo

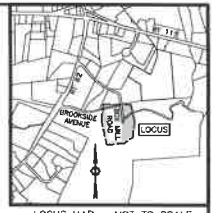
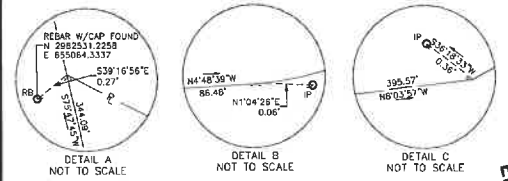
To: Select Board
Cc: Denise Dembkoski, Town Administrator
From: Planning Board
Date: July 19, 2023
Re: Layout of a Portion of Box Mill Road as a Town Way

At their meeting of July 18, 2023, the Planning Board reviewed the layout alteration plan of Box Mill Road as requested by the Select Board, in accordance with M.G.L. Ch.41 §81G and §81I. The Board voted as follows:

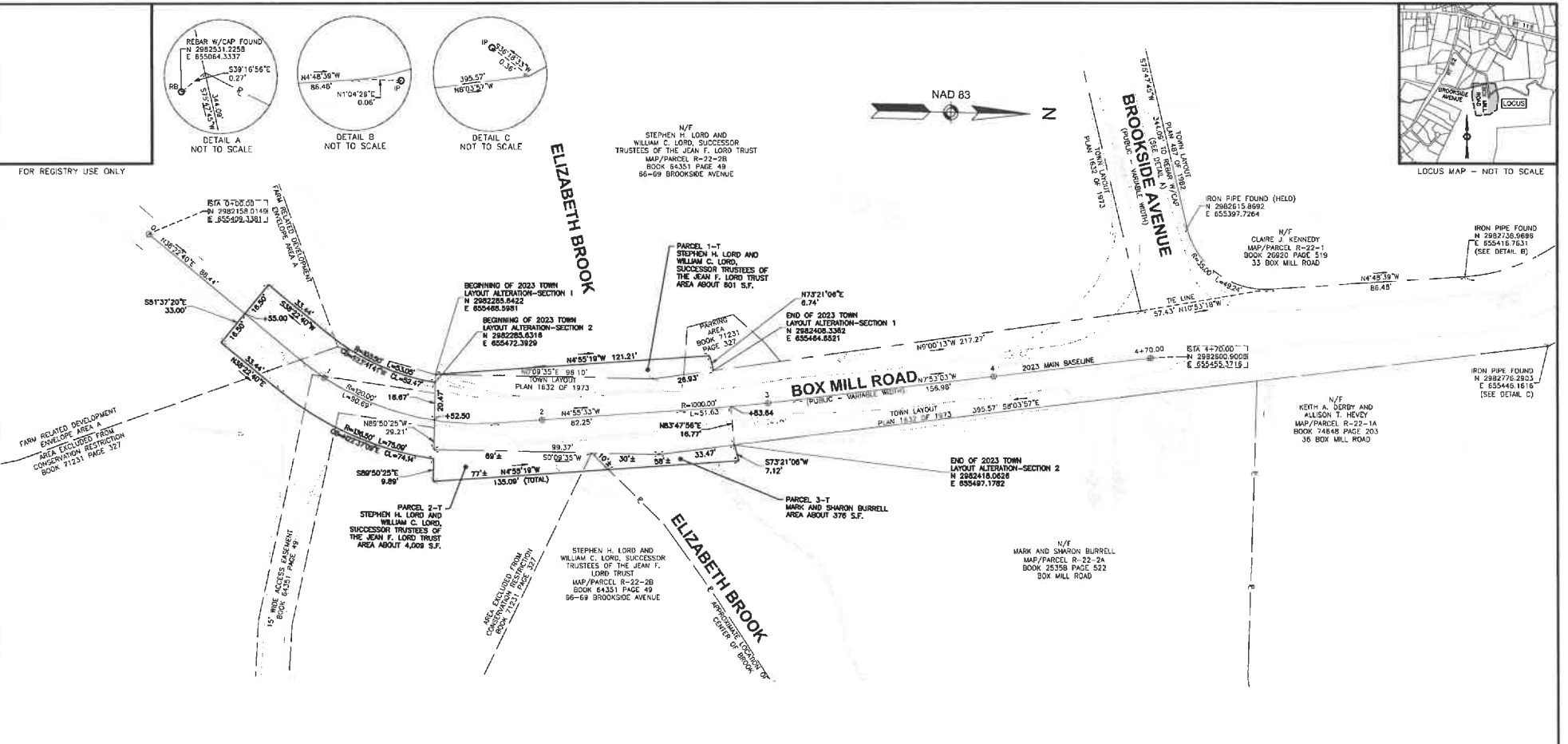
Karen Kelleher moved that the Planning Board approve the layout alteration of Box Mill Road as shown on a plan entitled "Layout Plan of Land, Box Mill Road Over Elizabeth Brook, Stow, Massachusetts", dated June 26, 2023, prepared by Green International Affiliates, Inc. John Colonna-Romano seconded.

Roll Call Vote: Lori Clark – **Yea**; Karen Kelleher- **Yea**; John Colonna-Romano- **Yea**; Margaret Costello- **Yea**; Nancy Arsenault- **Yea**.

During their discussion the Planning Board agreed that while they support the plan, the Town should continue to look for ways to encourage the placement of utilities underground.



FOR REGISTRY USE ONLY



- PLAN REFERENCES**
- PLAN OF THE RELOCATION OF A PORTION OF CLEASONDALE ROAD, STOW, AS ORDERED BY THE COUNTY COMMISSIONERS, DATED 1967, SCALE: 1"=40', FILED AS PLAN No. 178 OF 1967 AT MIDDLESEX COUNTY REGISTRY OF DEEDS
 - PLAN OF LAND IN STOW, MA, PREPARED FOR: ROBERT F. & MARJORIE C. KEAN, DATED AUGUST 25, 1973, SCALE: 1"=50', FILED AS PLAN No. 1298 OF 1973 AT MIDDLESEX COUNTY REGISTRY OF DEEDS
 - PLAN OF LAND STOW, MA, PREPARED FOR: ESTATE OF CHARLES E. D. FLETCHER, DATED SEPTEMBER 10, 1973, SCALE: 1"=100', FILED AS PLAN No. 1631 OF 1973 AT MIDDLESEX COUNTY REGISTRY OF DEEDS
 - PLAN OF LAND IN STOW, MA, PREPARED FOR: ESTATE OF CHARLES E. D. FLETCHER, DATED JULY 1, 1973, SCALE: 1"=100', FILED AS PLAN No. 1632 OF 1973 AT MIDDLESEX COUNTY REGISTRY OF DEEDS
 - PLAN OF LAND STOW, MA, PREPARED FOR: JOHN A. & CLAIRE J. KENNEDY, DATED MARCH 3, 1982, SCALE: 1"=80', FILED AS PLAN No. 487 OF 1982 AT MIDDLESEX COUNTY REGISTRY OF DEEDS
 - PLAN OF LAND IN STOW, MA, PREPARED FOR: CHARLES H. & JEAN F. LORD, DATED DEC. 12, 1994, SCALE: 1"=100', FILED AS PLAN No. 137 OF 1995 AT MIDDLESEX COUNTY REGISTRY OF DEEDS
 - PLAN OF LAND ON BOX MILL ROAD STOW, MA, PREPARED FOR: ROBERT F. DERBY, DATED SEPTEMBER 23, 2013, SCALE: 1"=80', FILED AS PLAN No. 308 OF 2014 AT MIDDLESEX COUNTY REGISTRY OF DEEDS
 - CONSERVATION RESTRICTION PLAN, BOX MILL ROAD, STOW, MA, PREPARED FOR: TOWN OF STOW AND STOW CONSERVATION TRUST, DATED MAY 24, 2018, SCALE: 1"=120', FILED AS PLAN No. 530 OF 2018 AT MIDDLESEX COUNTY REGISTRY OF DEEDS

LEGEND

| | |
|----|---------------------|
| IP | IRON PIPE |
| L | LENGTH OF CURVE |
| NF | NONVOR FORMERLY |
| R | RADIUS OF CURVATURE |
| RB | REBAR |

- GENERAL NOTES**
- THE RIGHT OF WAY LINES SHOWN ON THIS PLAN ARE THE DIRECT RESULT OF AN INSTRUMENT SURVEY PERFORMED ON THE GROUND BY GREEN INTERNATIONAL AFFILIATES, INC. BETWEEN MAY 17, 2022 AND MAY 19, 2022. PRIVATE PROPERTY LINES HAVE NOT BEEN SURVEYED. THEY ARE COMPILED FROM PLANS AND DEEDS OF RECORD AND SHOULD BE CONSIDERED APPROXIMATE.
 - BEARINGS ARE BASED ON MASSACHUSETTS STATE PLANE COORDINATE SYSTEM MAINLAND ZONE (NAD 83).
 - THE PURPOSE OF THIS PLAN IS TO DEFINE THE PROPOSED 2023 TOWN LAYOUT FOR BOX MILL ROAD TO BE ACCEPTED BY THE TOWN OF STOW.

THE CERTIFICATIONS SHOWN HEREON ARE INTENDED TO MEET REGISTRY OF DEEDS REQUIREMENTS AND ARE NOT A CERTIFICATION TO TITLE OR OWNERSHIP OF PROPERTY SHOWN. OWNERS OF ADJOINING PROPERTIES ARE ACCORDING TO CURRENT TOWN ASSESSOR'S RECORDS.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.



JUNE 26, 2023
DATE
PATRICK J. SCHOLLARD, P.L.S. #48438

LAYOUT PLAN OF LAND
BOX MILL ROAD OVER ELIZABETH BROOK
STOW, MASSACHUSETTS
PREPARED FOR THE TOWN OF STOW, MA

| | |
|---|------------------------|
| GREEN INTERNATIONAL AFFILIATES, INC. TRANSPORTATION STRUCTURAL WATER RESOURCES CIVILISTE 100 Ames Pond Drive, Suite 200, Taunton, MA 01864 www.greenintl.com | |
| SCALE: 1" = 20' | PROJECT NO. 21067.0221 |
| DATE: JUNE 26, 2023 | SHEET NO. 1 OF 1 |



Town of Stow Select Board

380 Great Road
Stow, MA 01775
Tel: 978-897-4515
selectboard@stow-ma.gov

ORDER OF LAYOUT OF A PORTION OF BOX MILL ROAD

Whereas the Select Board of the Town of Stow, acting pursuant to G.L. c. 82, §§21-24, having deemed that common convenience and necessity require the acceptance of a portion of Box Mill Road as a Town way, hereby lays out a portion of Box Mill Road as a public way, all as shown on the plan referenced below, and

Whereas the boundaries of the layout of a portion of Box Mill Road are shown on a plan entitled "Layout Plan of Land, Box Mill Road Over Elizabeth Brook, Stow, Massachusetts", dated June 26, 2023, prepared by Green International Affiliates, Inc., which plan was referred to the Planning Board and which plan is hereby adopted as a part of this order, and all land lying within the layout of a portion of Box Mill Road is hereby laid out as a public way.

The aforementioned plan is hereby forwarded to the Town Clerk for filing and the foregoing layouts are hereby reported to the Town for acceptance.

Adopted: July 25, 2023.

TOWN OF STOW
By its Select Board

Filed in the office of the

Town Clerk, _____, 2023.
Town Clerk, Attest

Distribution of Cemetery Committee Tasks

- Authorize spending of Perpetual Care Funds
- Authorize signing of Cemetery Deeds
- Other tasks, as required



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: Cemetery Committee

Date: July 13, 2023

I am respectfully asking the Board to take some necessary votes to continue the operations of the Cemetery Department. We were expecting the Cemetery Committee to be down to one member mid-July, after the Committee took a formal vote to ask the SB to ratify their wishes. Unfortunately, Chet Jacobs asked to not be reappointed, prior to the Committee taking this vote. Therefore, the remaining Committee member, and Chair, Glenn Hammill is putting the request forward, that I support.

We are asking the Board to vote to authorize the Superintendent of Streets, with guidance from the Cemetery Supervisor, to spend Perpetual Care Funds, in the spirit of their intended purpose. Additionally, we are asking the Board to authorize myself and the Assistant Town Administrator, to sign cemetery deeds on behalf of the Town. I would also ask that the Board authorize the Town Administrator to oversee any other business that falls under the Cemetery Committee's authority.

As you know since my arrival, I have been working towards a formal consolidation of the Highway Department and Cemetery Department. The staff from both now fall under the Superintendent of Streets, they are all members of the same labor union, they are all in the same facility, and at the Special Town Meeting and Special Election, I will be asking the voters to approve the formal consolidation of Highway and Cemetery into a Department of Public Works.

We still have the vacancy for the Cemetery Committee posted, so until we have volunteers step forward or Town Meeting/Election approves the consolidation, I am asking for your support of this request, so we can continue cemetery operations.

Thank you.

Denise Dembkoski

From: Glenn Hammill <ghammill66@gmail.com>
Sent: Monday, July 10, 2023 6:50 PM
To: Denise Dembkoski
Cc: GH Gledhill; Steve "Mac" McDonald; Brian Hatch; Dolores Hamilton
Subject: Re: Cemetery Committee

To all concerned parties-

As the chair of Stows Cemetery Committee I am sorry to say that Chet Jacobs has announced his retirement from the committee. I would first like to thank Chet for stepping up to join the committee when we were in need of a new member, Chet joined myself and former member Kenny Banks at a time when large decisions about cemetery business were looming. The merger with Highway, "Green" burials and our future expansion into the former Derby land needed Chet and Kenny's strong ideals to bring these and other projects to completion and I thank them for their dedication to the town.

With Kenny and Chet stepping down this leaves the town with a committee with not enough members, therefore, moving forward, the Cemetery Committee would like the Highway Superintendent, with guidance from the Cemetery Superintendent, to be responsible for the allocation of "Perpetual Care" funds to finance future cemetery needs as they see fit. The committee also agrees that the Town Administrator or Assistant Town Administrator should be tasked with the signing of all new burial deeds.

As the Cemetery Committee comes to a close I would be remiss if I did not share what an honor it has been to work with Robb "GH" Gledhill. In my time as a cemetery worker and then committee member I have been witness to the love, dedication and care "GH" has given to our towns cemeteries. His methods may be unorthodox, but no one can question his devotion to the land and those buried beneath it in our little town.

My time in the Cemetery Committee has brought me closer to the town I call home and closer to some of the fine people who keep it running. Thank you.

Glenn Hammill
Stow Cemetery Committee, Chair.

Sent from my iPad

On Jul 10, 2023, at 8:49 AM, Denise Dembkoski <townadministrator@stow-ma.gov> wrote:

Good Morning --

Chet Jacobs informed the Select Board he did not wish to be reappointed as of July 1st, therefore, there is no need for a Cemetery Committee meeting, since there is currently no cemetery committee – only Glenn remains. At the July 25th SB meeting, I will ask the Board to authorize Brian Hatch, in consultation with GH to spend Perpetual Care funds and to authorize myself and/or Dolores to sign the Cemetery Deeds.

Glenn, if you, as the Chair and sole member wish to put something to that effect in writing to me, I can add it to the packet to show the Board that was the intention of the committee.

If anyone has any questions, please let me know.

Discuss future Economic
Development & Industrial
Committee

Economic Development & Industrial Commission

This commission was established with seven members, each to serve a five-year term. Terms were staggered so that:

- 1 term would expire 6/30/2024
- 2 terms would expire 6/30/2025
- 2 terms would expire 6/30/2026
- 1 term would expire 6/30/2027
- 1 term would expire 6/30/2028

Approved Mission Statement

As an advisory committee, the Stow Economic Development and Industrial Committee (EDIC) shall support new and existing businesses, identify needs, and action steps to further business opportunities within the Stow community. The EDIC shall work with Stow Boards and Commissions, Stow businesses, and residents to balance Stow's small town character with business development within the town. To achieve these goals the EDIC shall develop baseline business information and studies on Stow's evolving economic condition as well as provide liaison and/or advocacy between the town of Stow government and business interests within the community.

Approved EDIC Goals

- 1) Coordination, creation, and evaluation of a Needs Survey;
- 2) Create a Stow Business Forum meeting for the purpose of bringing together Stow business owners to get real-time feedback on issues they may face or topics of concern.

Discuss Select Board Workshop to Establish Goals and FY24 Priorities

Discuss Proposed Policy on Rotation of Chair for Town Committees

MINUTES

Select Board Meeting Minutes
Tuesday, July 11, 2023
Stow Town Building & Zoom

Present in the Warren Room: Cortni Frecha, Megan Birch-McMichael, Ingeborg Hegemann Clark, Hector Constantzos, John "JT" Toole, and Town Administrator Denise Dembkoski

Chair Frecha called the meeting to order at 7 p.m.

Public Comment - none

Recognition

Police Chief Michael Sallese was present in the Warren Room.

Chief Sallese has written Letters of Commendation for Detective Brendan Fitzpatrick and Officer Jacob Champoux for their actions on May 17, 2023. Det. Fitzpatrick and Officer Champoux developed a plan with Advocates (the department's behavioral health advisors) and executed the plan to assist a resident having a mental health crisis. This incident took place over several hours. Their adept management of the situation was a direct result of the integration of a mental health clinician to the department about eight months ago. Chief Sallese also said that the family sent a letter to him praising the actions of the two members of his department for achieving "an uneventful completion to a challenging encounter." Chief Sallese said that "uneventful" means there was no use of force.

Appointment

Appoint Jonathan Butler to the position of full-time Patrol Officer

Chief Sallese said the police department has been short staffed for a long time and the 2023 Annual Town Meeting approved the addition of a full-time officer. The Chief saw an opportunity to do an internal hiring and promote from within the department. Three candidates applied and Mr. Butler was the top candidate. Mr. Butler has been an integral member of the department for 20 years.

Board member Birch-McMichael moved to appoint Jonathan Butler as a Police Patrol Officer for the Town of Stow Police Department for a one-year probationary period and subject to reappointment thereafter.

Board member Constantzos seconded the motion and it passed unanimously.

Mr. Butler thanked his wife and two daughters for their support over the years and said that he is very excited about the opportunity. He thanked his coworkers, which included the many members of the police department that were present in the Warren Room.

Officer Butler was sworn in by Town Clerk Linda Hathaway.

Board Member Comments

Mr. Constantzos recently toured Minute Man Arc in Concord and wanted to acknowledge the programs and services available to residents of Stow and other towns, which includes a house they run in Stow for people with challenging abilities. (Minute Man Arc improves the lives of children and adults with disabilities by increasing lifelong independence, personal choice, and self-advocacy.)

Town Administrator (TA) Report

- The TA recognized and thanked Karen Kelleher, who retired for a second time from the town. Recently she was the Zoning Board administrator. The zoning work has been transitioned to the planning department. Ms. Kelleher will continue to be a member of the Planning Board, and with her wealth of knowledge she is a huge asset to the Town.
- The MWRA (MA Water Resource Authority) study to bring MWRA water to MetroWest has a current estimate into the tens of billions of dollars. It would be at least a 25- to 30-year process.
- The warrant closes on August 1 for the September 18 Special Town Meeting.
- Ms. Dembkoski has been elected president of the Small Town Administrators Association (STAM) which represents towns with populations of 12,000 or less. *(Congratulations, Denise!)*

Appointments (continued)

Appoint Maureen Mazzone to the NRSD Audit Advisory Committee

Maureen Mazzone and Finance Committee (FC) members Kevin Gross and Brian Patuto were present via Zoom. (There was not a quorum of the Finance Committee.)

Ms. Mazzone was a member of the NRSD School Committee and served as its representative to the Audit Advisory Committee. Ms. Mazzone would now like to be appointed as the Stow representative to that committee. Ms. Mazzone has a background as an auditor and a risk control specialist.

Board member Birch-McMichael moved, in conjunction with the Finance Committee, to appoint Maureen Mazzone to the NRSD Audit Advisory Committee for a term expiring June 30, 2024.

Board member Constantzos seconded the motion and it passed unanimously by roll call vote:

Finance Committee: Mr. Gross (FC) -aye; Mr. Patuto (FC) -aye;

Select Board: Mr. Toole -aye; Ms. Hegemann Clark-aye; Mr. Constantzos -aye; Ms. Birch-McMichael -aye; and Ms. Frecha -aye.

Reappoint Kelly Lawlor to the Cultural Council

Ms. Dembkoski said that Cultural Council appointments have been staggered throughout the year; this reappointment and those following will become part of the standard reappointment process with a term expiring at the end of June.

Board member Birch-McMichael moved to reappoint Kelly Lawlor to the Stow Cultural Council, for a three-year term expiring June 30, 2026.

Board member Constantzos seconded the motion and it passed unanimously.

Fiscal 2023 Year End Transfers

Ms. Dembkoski was pleased to report that there are no final transfers to be made for fiscal year 2023.

Permit for Bike for the Woods, Sunday, August 20, 2023

Jim Salvie was present in the Warren Room.

Mr. Salvie said the Bike for the Woods is a family-friendly charity bike ride benefitting the Stow Conservation Trust and has occurred annually for over 20 years. The routes are 5, 14, 37 and 65 miles and although many miles are in Stow all but the 5-mile route continue into other towns. Pre-made

food and coffee will be supplied and no food permit is required by the Board of Health. The insurance certificate will be submitted to the Town once the policy is renewed on August 1, 2023.

*Board member Birch-McMichael moved to grant a permit for Bike for the Woods for Sunday, August 20, 2023 from 8 AM to 2 PM, pending receipt of Certificate of Insurance when it is available.
Board member Constantzos seconded the motion and it passed unanimously.*

Assabet Craft Beer and Food Truck Festival – Saturday, September 2, 2023

Mr. Constantzos recused himself from the discussion and the vote.

Event Manager Scott Feldhusen, Neil Saunders, and Dave Sansone were present in the Warren Room.

This is a fundraiser for the First Parish Church. Last year was the first festival and it was attended by over 1,200 people, exceeding the expectations of the organizers. This year it will be bigger and better and they will have music. Ms. Birch-McMichael, saying she attended last year and it was phenomenal, asked if there would be more food trucks as the lines were long last year. There will be an additional truck this year and the vendors will have food ready to sell when the event begins, as the organizers now know to anticipate a large crowd. Also, folks from the church will be doing cookies. If it rains heavily patrons can eat inside, and the brewers will also move inside.

Board member Birch-McMichael moved to approve a Special Event Permit for the Assabet Craft Beer & Food Truck Festival, to be held at First Parish Church on Saturday, September 2, 2023 from 12 noon until 4 PM, pending receipt of all required documentation.

Board member Toole seconded the motion and it passed unanimously (4-0).

Board member Birch-McMichael moved to approve a One-Day Liquor License for the Assabet Craft Beer & Food Truck Festival, to serve beer from four breweries in delineated areas at First Parish Church on Saturday, September 2, 2023 from 12 noon until 4 PM, pending all required documentation.

Board member Toole seconded the motion and it passed unanimously (4-0).

Board member Birch-McMichael moved to approve an Entertainment License for the Assabet Craft Beer & Food Truck Festival, to be held at First Parish Church on Saturday, September 2, 2023 from 12 noon until 4 PM.

Board member Toole seconded the motion and it passed unanimously (4-0).

Mr. Constantzos returned to the meeting.

Public Hearing - In Person Early Voting/Vote By Mail for Special Town Election in September

Town Clerk Linda Hathaway was present in the Warren Room.

Board member Birch-McMichael moved to open the public hearing for In Person Early Voting/Vote by Mail for the September Special Town Election.

Board member Constantzos seconded the motion and it passed unanimously by roll call vote:

Mr. Toole -aye; Ms. Hegemann Clark -aye; Mr. Constantzos -aye; Ms. Birch-McMichael -aye; Ms. Frecha -aye.

Ms. Hathaway recommended that the Board opt-out of Vote By Mail because of the volume and the cost. In addition, there is a 12-step process that her office must follow for vote by mail. Ms. Hathaway recommended that the Select Board opt-in to In-Person Early Voting, which would be in Town Building on Monday, September 18 from 9 a.m. to 3 p.m., and Tuesday September 19 and Wednesday September 20 from 9 a.m. to 8 p.m. Ms. Hathaway reviewed statistics from the May town election; 153 people turned out for early voting out of a total of 433 voters. Absentee voting will still be an option for those who will be out of town on election day, and for those with a physical disability or a religious belief that would not allow them to participate on a Saturday. Details on absentee ballots are available from the Town Clerk's office.

Kate West, 8 High Street, was present via Zoom. She feels that mail-in voting helps to get people involved in the civic process. She is an election volunteer, and hopes that everyone comes out to vote.

Board member Birch-McMichael moved that the public hearing for In Person Early Voting/Vote by Mail for the September Special Town Election be closed.

Board member Constantzos seconded the motion and it passed unanimously by roll call vote:

Mr. Toole -aye; Ms. Hegemann Clark-aye; Mr. Constantzos -aye; Ms. Birch-McMichael -aye; Ms. Frecha -aye.

Board member Birch-McMichael moved to approve the option of In Person Early Voting in Stow for the September 2023 Special Town Election.

Board member Constantzos seconded the motion and it passed unanimously by roll call vote:

Mr. Toole -aye; Ms. Hegemann Clark -aye; Mr. Constantzos -aye; Ms. Birch-McMichael -aye; Ms. Frecha -aye.

Board member Birch-McMichael moved to opt-out of Vote by Mail in Stow for the September 2023 Special Town Election.

Board member Constantzos seconded the motion and it passed unanimously by roll call vote:

Mr. Toole -aye; Ms. Hegemann Clark -aye; Mr. Constantzos -aye; Ms. Birch-McMichael -aye; Ms. Frecha -aye.

Lay Out a Portion of Box Mill Road as a Public Way

The replacement of the Box Mill Bridge is a collaboration with MassDOT (MA Department of Transportation). Easements are being finalized and offer letters have been sent to the two properties that are involved. The shape and curvature of the road is changing slightly, and a portion that is a private way needs to become a public way. When the replacement of the bridge itself is being done, a temporary bridge will be installed. Tonight, the Select Board needs to vote on the layout and turn it over to the Planning Board for comment. Then the Select Board will approve the Order of Layout at a future meeting. There will be another vote at the special town meeting to clarify some of the layout alterations, then the project will be advertised in mid-September. Construction is on target to start at the beginning of next year.

Board member Birch-McMichael moved that the Select Board vote its intention to lay out a portion of Box Mill Road as a public way, all as shown on a plan entitled "Layout Plan of Land, Box Mill Road Over Elizabeth Brook, Stow, Massachusetts", dated June 26, 2023, prepared by Green International Affiliates, Inc., which plan is on file with the Town Clerk, and to forward this vote and the plan to the Planning Board for its comments and recommendations pursuant to G.L. c. 41, §§81G and 81I.

Board member Constantzos seconded the motion and it passed unanimously.

Potential Policy for the Use of the Commercial Kitchen at Pompo Community Center

Mr. Toole has heard from four residents who want the opportunity to use the commercial kitchen at Pompo and thinks the Board should set up a policy for the use of the kitchen during off-hours.

Ms. Hegemann said when a policy was prepared for the use of the community room at Pompo, there was much discussion and debate about the use of the kitchen when renting the community room. She asked that this current policy be reviewed if the Board will be working on a new policy for the kitchen to avoid any conflict between the policies.

Discussion ensued, with Board members and the TA bringing up the following:

- The need for liability insurance;
- Will the renters need to be ServSafe Food Handler certified;
- Will a ServSafe Food Manager need to be onsite during each use;
- Who would schedule the use of the kitchen;
- Rules for clean-up and maintenance, and will a custodian be needed;
- Safety issues that could arise from someone being there alone;
- What would the specific hours be, who gets priority, how much would be charged;
- Who authorizes the necessary contract and verifies all the paperwork is in order;
- Access to the kitchen gives someone access to the entire facility;
- Having a sample policy as a starting point.

Any policy being drafted by the Select Board must be done in an open meeting. Ms. Dembkoski suggested members come with ideas and details of what they would like in the policy when this is scheduled as an agenda item.

Letter of Support for the Open Space and Recreation Plan

Board members did not offer any edits to the letter. Ms. Dembkoski said we have recently received conditional approval of the Open Space and Recreation Plan from the state through 2030. Ms. Hegemann said the approval process is not easy and this reflects the great work done by the Conservation Department.

Board member Birch-McMichael moved that the Select Board approve and sign the letter of support for the Open space and Recreation Plan.

Board member Constantzos seconded the motion and it passed unanimously.

Meeting Minutes

Mr. Constantzos wanted to clarify for the record that the term listed on the June 27, 2023 meeting agenda for the Lieutenant's appointment did not match the motion. He mentioned that he obtained an explanation from Chief Sallese but did not elaborate further. Ms. Dembkoski said that between the time the agenda was posted and the day of the meeting, it was determined that the appointment should be for three years to match the contract term of three years. Also, it is the motion that carries not what is listed on the agenda; the vote is the legal appointment.

Board Correspondence & Updates

Board members had no comments on correspondence.

Adjournment

At 8:23 p.m. Board member Birch-McMichael moved to adjourn. Board member Constantzos 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.