

AGENDA
SELECT BOARD
December 12, 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/84431870752?pwd=M1RDcnFaU2ZUMEhtQkRxUW41WUI4Zz09>

Meeting ID: 844 3187 0752

Passcode: 25964081

1. Public Comment
2. Board Member Comments
3. Town Administrator's Report
4. Appointments:
 - Assignment of Gabriel "Gabe" Lopez to the position of Dispatch Supervisor through June 30, 2024
5. **Public Hearing** - The Select Board, as the Cable Television License Issuing Authority, will consider and vote on a proposed Renewal Cable Television License for Verizon New England, Inc. on Tuesday, December 12, 2023 at **7:15 PM** at the Stow Town Building, Warren Room, 380 Great Road, Stow, MA, pursuant to Section 626(h) of the Cable Act (47 USC Section 546(h)). The public is invited to attend and provide comment, if any.
6. Discussion and Possible Vote
 - One Day Liquor License: St. Isidore Church, 429 Great Rd, Saturday, January 6, 2024 from 6 to 8 p.m.
 - 2024 Common Victualler Renewals
 1. Delta Epsilon, Inc., d/b/a Stow House of Pizza, 156 Great Road
 2. Honey Pot Hill Orchards LLC, 138 Sudbury Road
 3. Stow Café, 118 Great Road
 - 2024 Class II license renewals:
 1. Great Road Fuels, Inc, 368 Great Road
 - 2024 Liquor License Renewals
 1. J. Melone & Sons d/b/a Stowaway Golf, 121 White Pond Road – On Premises – Wine & Malt
 2. 29 Culinary LLC d/b/a Nan's Market, 271 Great Road – Package Store – Wine & Malt
 3. AL & BC Inc., DBA Buscemi's Liquors of Stow, 8 Hudson Road – Package Store – All Alcohol
 4. Fourth & Field, LLC, 302 Boxboro Road – On-Premises – All Alcohol
 5. Honey Pot Hill Orchards LLC, 138 Sudbury Road – Farmer Winery Pouring Permit
 6. J. Salamone Enterprises, Inc. d/b/a Russell's Convenience Store, 390 Great Road – Package Store– Wine & Malt
 7. Nickrosz Spirits, Inc. d/b/a Colonial Spirits of Stow, 117 Great Road – Package Store – All Alcohol
 8. Red River Rock, Inc. d/b/a Red Ginger Restaurant, 117 Great Road - On-Premises – All Alcohol
 9. Robert Page III LLC d/b/a Butternut Farm Golf Club, 115 Wheeler Road – On-Premises – All Alcohol
 10. Stow Food & Beverage LLC d/b/a Stow Acres Country Club, 58 Randall Road – On-Premises– All Alcohol
 11. Wedgewood Country Club of Stow Inc. d/b/a Wedgewood Pines Country Club, 215 Harvard Road - On-Premises – All Alcohol
 - Request for Menorah lighting – Lenny Golder
 - Draft Flag Policy
 - Authorize & Sign the MIIA Health Benefits Trust Agreement

7. Meeting minutes
 - o November 14, 2023
 - o November 28, 2023
8. Board Correspondence & Updates
9. Adjournment

Correspondence received:

12/5/23 from Planning Board; Continued Special Permit Violations – Stow House of Pizza

12/5/23 from Planning Board; Recording of Meetings Policy

11/30/23 from Conservation Commission; Public Hearing Notice for 12/19/23 at 7:45p; 28 Davis Road

12/4/23 from GZA GeoEnvironmental, Inc.; Private Drinking Water Well Analytical Results, Various Properties in Hudson and Stow

Posted Friday, 12/8/2023
9:15 a.m.

APPOINTMENT

Gabriel “Gabe” Lopez
to the position of
Dispatch Supervisor
through June 30, 2024



Town of Stow POLICE DEPARTMENT

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



Michael Sallese
Chief of Police

December 6, 2023

Select Board
380 Great Road
Stow, MA 01775

RE: Recommendation for Gabriel Lopez as Dispatch Supervisor

On November 28, 2023, the Select Board promoted John Fantasia from Dispatch Supervisor to Patrol Officer. This left an opening for the assignment of Dispatch Supervisor. The Dispatch Supervisor is a mid-level supervisory position in a professional Dispatching role within the Stow Police and Fire Department for the Town of Stow. They work under the supervision of the Administrative Body (Chief of Police, Fire Chief, and Town Administrator) and superior law enforcement and fire officers. The Dispatch Supervisor reviews work methods and results through reports, personal interactions, inspections, and discussions. Responsible for operational supervision duties in the Communication Center. Supervises dispatchers in the performance of call answering, dispatching, and all other duties. Ensure compliance with the Police and Fire Department policies, as well as the policies of the Communication Department. Maintain personnel administrative and performance appraisal systems. Oversee training of all dispatch personnel. Oversee staff scheduling on a regular and overtime basis. Performs all work as a dispatcher. Performs other management and special duties as assigned by the Administrative Body.

The Administrative Body is recommending that Gabriel "Gabe" Lopez be promoted to the position of Dispatch Supervisor. Gabe has been with the Stow Police Department since 2019 and has been dispatching for over 6 years. He is self-motivated, skilled, and is committed to the community. Gabe has taken it upon himself to find training, which not only helps him become a better dispatcher, but also helps the department and community. Some of these trainings include, Dispatch Supervisor, Communications Center Supervisor, R.A.D. Instructor, De-Escalation, and Firefighter Safety.

In 2023, Gabe was given a Letter of Commendation for his actions in handling a 911 call for a report of a person down on Warren Road. He quickly assessed the severity of the call, remained calm, and was able to provide the caller with additional assistance.

The Administrative Body respectfully requests that the Board approve Gabriel Lopez as Dispatch Supervisor as per the Collective Bargaining Agreement between the Town of Stow and Local 206a. His dedication and experience will continue to be an asset to the police and fire department and to the Town of Stow.

On behalf of the Administrative Body,

Michael Sallese, Chief of Police

Stow Police Department

PUBLIC HEARING

Public Hearing
7:15 p.m.

Renewal of the Cable Television
License for Verizon, New England, Inc.

Jonathan Daisy, Stow TV Director

Information for the Public Hearing

At or after 7:15 p.m. the Chair should read the Public Hearing Notice:

The Select Board, as the Cable Television License Issuing Authority, will hold a public hearing on Tuesday, December 12, 2023 at 7:15 p.m. at the Stow Town Building (Warren Room), 380 Great Road, Stow, MA, pursuant to 207 C.M.R. 3.05 and Section 626(h) of the Cable Act (47 USC Section 546(h)), regarding the renewal of the cable television license of Verizon New England Inc. Information regarding Remote Participation will be available on the posted agenda for the Select Board meeting which will be available at least 48 hours prior to the meeting at <https://www.stow-ma.gov/select-board>, as well as on the Town Building bulletin board.

The public is invited to attend or join and pose questions and/or provide comments.

Any applications, reports, statements and/or amendments, including a copy of the Renewal License as proposed and/or agreed upon by the parties at that time will be available for review, download and/or reproduction at a reasonable fee from the Office of the Select Board by e-mailing the office at jsampson@stow-ma.gov or telephoning (978) 897-4515.

Posted in Stow Independent November 22 and November 29, 2023

Once read, the Chair should ask for a motion to enter the Public Hearing by **roll call vote**.

The Chair should ask Jonathan Daisy to introduce the topic.

The Chair should ask for questions/comments from the Select Board members.

The Chair should then ask for questions/comments from the public in attendance in person or via Zoom. Please ask that speakers identify themselves with name and address.

Once everyone speaks, the Select Board members should make their final comments.

The Chair should ask for a motion to close the Public Hearing, by **roll call vote**.

If the Public Hearing is closed, the Select Board may vote according to the motion presented to them or choose another motion.

**TOWN OF STOW
SELECT BOARD
NOTICE OF PUBLIC HEARING
REGARDING
THE RENEWAL OF CABLE TELEVISION LICENSE
OF
VERIZON NEW ENGLAND INC.**

**Tuesday, December 12, 2023 at 7:15 P.M.
Stow Town Building (Warren Room)
380 Great Road, Stow, MA
(This Hearing Will Also Be Available for Remote Participation
by Video Conference (Zoom and Telephone Platform))**

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**SELECT BOARD
TOWN OF STOW**

_____, 2023
_____, 2023

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND INC.**

SELECT BOARD

**TOWN OF STOW,
MASSACHUSETTS**

DECEMBER 12, 2023

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SIGNATURE PAGE

EXHIBIT

EXHIBIT A – PUBLIC (MUNICIPAL AND SCHOOL BUILDINGS) TO BE PROVIDED
CABLE SERVICE UPON WRITTEN REQUEST OF THE ISSUING
AUTHORITY (SUBJECT TO SECTION 3.3)

THIS CABLE TELEVISION RENEWAL LICENSE AGREEMENT (this “License”) is entered into by and between the Select Board of the Town of Stow (the “Town”), as Issuing Authority for the grant of cable television license(s) pursuant to M.G.L. Chapter 166A, and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the “Licensee”).

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Section 602(10) of the Communications Act, and is authorized to grant one or more nonexclusive cable licenses pursuant to M.G.L. Chapter 166A;

WHEREAS, the Issuing Authority granted to Licensee effective June 24, 2008, a nonexclusive first Renewal License to install, maintain, extend, and operate a Cable System in the Town for a term of five (5) years (the “Final License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the Final License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Town which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the Final License and the terms of such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the Final License and applicable law;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the Final License to operate a Cable System in the Town; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and Licensee have agreed on the terms for a renewal License under which Licensee will continue to operate its Cable System in the Town.

NOW, THEREFORE, in consideration of the Issuing Authority’s grant of a renewal License to Licensee, Licensee’s promise to continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this License. For the purpose of this License, the following words, terms, phrases and their derivations shall have the meanings

given herein. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel which the Licensee shall make available to the Town of Stow and/or the PEG Access Designee without charge for non-commercial public, educational, or governmental use for the transmission of Video Programming as directed by the Issuing Authority or its PEG Access Designee and in accordance with the terms of this License.

1.2. *Affiliate*: When used in relation to any Person, another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

1.3. *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals as well as the PEG Access Channels required by this License.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable or its successor.

1.5. *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602(6) of the Communications Act, 47 U.S.C. § 522(6), meaning the one-way transmission to Subscribers of Video Programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

1.6. *Cable System or System*: Shall be defined herein as it is defined under Section 602(7) of the Communications Act, 47 U.S.C. § 522(7), meaning a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple Subscribers within the Town, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Communications Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602(4) of the Communications Act, 47 U.S.C. § 522(4).

1.8. *CMR*: The Code of Massachusetts Regulations.

1.9. *Commercial Subscriber*: A commercial, non-residential Subscriber.

1.10. *Communications Act*: The Communications Act of 1934, as amended.

1.11. *Complaint*: Shall be defined herein as it is defined by the Cable Division's Order Adopting Revised Form 500 (June 11, 1999), meaning any written or verbal contact with the Licensee in connection with Cable Service in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

1.12. *Converter*: A device capable of unscrambling coded video signals distributed over the Cable System.

1.13. *Educational Access Channel*: An Access Channel provided to the Town pursuant to the terms and conditions of this License and available for the non-commercial use of the local public schools in the Town and/or of the PEG Access Designee.

1.14. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.15. *Force Majeure*: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes, labor disturbances or lockouts; unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Issuing Authority, the Town or the Licensee, and unreasonable work delays.

1.16. *Franchise Fee*: Shall have the meaning set forth in Section 622(g) of the Communications Act (47 U.S.C. §542(g)).

1.17. *FTTP Network*: The network constructed and operated by the Licensee and having the meaning set forth in the recitals of this License.

1.18. *Government Access Channel*: An Access Channel made available by the Licensee to the Town pursuant to the terms and conditions of this License for the use of the Issuing Authority and/or the PEG Access Designee to present non-commercial governmental programming.

1.19. *Gross Revenue*: All revenue, determined in accordance with United States Generally Accepted Accounting Principles ("GAAP") which is derived by the Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: fees, charges and payments collected from Subscribers (including Commercial Subscribers) for Cable Services, including, without limitation, Basic and premium Cable Service, video-on-demand Cable Service and pay-per-view Cable Service; installation, reconnection, downgrade, upgrade and similar charges; revenue received from rentals or sales to Subscribers of Converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; fees from third parties for Leased Access Channel programming; revenue that the Licensee receives from home shopping channels for the use of the

Cable System to sell merchandise as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; advertising revenue as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; and all fees imposed on the Licensee by this License and applicable law that are passed through and paid by Subscribers (including the License Fee, the PEG Access Support and the PEG Grant) as long as the Issuing Authority provides evidence that the PEG Grant of the other cable provider(s) in the Town is included in their respective gross revenue. Gross Revenue shall include revenue of an Affiliate only to the extent that such Affiliate revenue relates to the operation of the Cable System to provide Cable Service in the Town, and not the revenue of any such Affiliate that are not related thereto. In no event shall revenue of an Affiliate be Gross Revenue to the Licensee if such revenue is otherwise subject to Franchise Fees and paid to the Issuing Authority. If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, nothing herein shall prevent the Licensee from allocating a greater amount of the combined revenue to Cable Services than is otherwise provided pursuant to GAAP; provided, however, that Gross Revenue shall not include:

1.19.1. Revenue received by any Affiliate or other Person in exchange for supplying goods or services used by Licensee to provide Cable Service over the Cable System, except to the extent that such revenue are derived from the operation of the Cable System to provide Cable Service in the Town;

1.19.2. Bad debts written off by Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.19.3. Refunds, rebates or discounts made to Subscribers

1.19.4. Any revenue classified as Non-Cable Service revenue under federal or State law, including, without limitation, revenue received from Telecommunication Services; revenue received from Information Services, including without limitation, Internet access service, electronic mail service, electronic bulletin board service, or similar online computer services; and directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing.

1.19.5. Any revenue of Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.19.6. Revenue from the sale of Cable Service on the Cable System to a reseller, when the reseller is required by law to pay (and does pay) Franchise Fees and other license fees to the Town on the resale of the Cable Service. Nothing under this section is intended to limit the rights of the Town pursuant to Section 622(h) of the Communications Act (47 U.S.C. § 542(h));

1.19.7. Any tax of general applicability imposed by a town, State, federal or any other governmental entity and required to be collected from Subscribers by the Licensee and remitted to the taxing entity (including, but not limited to, sales/use taxes);

1.19.8. Any revenue foregone as a result of the Licensee's provision of free or reduced cost Cable Service as required by this License to any Person, including without limitation, employees of the Licensee and public institutions or other institutions as required or permitted herein and to other customers which are exempt, as required or allowed by the Town; provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.19.9. Revenue from the sales of capital assets or sales of surplus equipment; and

1.19.10. Program launch fees.

1.20. *High-Definition (HD) PEG Access Channel*: A PEG Access Channel in the high-definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p or 1080i.

1.21. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

1.22. *Internet Access Service*: Dial-up or broadband access service that enables access the Internet.

1.23. *Issuing Authority*: The Select Board of the Town of Stow, Massachusetts.

1.24. *Leased Access Channel*: A Channel that the Licensee designates for commercial use pursuant to Section 612 of the Communications Act.

1.25. *License Fee*: The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 9 of M.G.L. Chapter 166A.

1.26. *Licensee*: Verizon New England Inc., and its lawful and permitted successors, assigns and transferees.

1.27. *M.G.L. Chapter 166A*: Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.28. *Non-Cable Services*: Any service that does not constitute Cable Service(s), including, but not limited to, Information Services and Telecommunications Services.

1.29. *PEG*: Public, educational, and governmental.

1.30. *PEG Access Channel*: An Access Channel that the Licensee provides to the Town for non-commercial use pursuant to the terms and conditions of this License, and managed by the Issuing Authority and/or the PEG Access Designee.

1.31. *PEG Access Designee*: Any entity designated in writing by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming, including, but not limited to, any Access Corporation.

1.32. *PEG Access Programming*: Non-commercial Video Programming transmitted on the PEG Access Channel(s) pursuant to the terms of this License, and applicable laws.

1.33. *Person*: Any corporation, partnership, limited partnership, association, trust, organization, joint stock company, other business entity, individual, or governmental entity.

1.34. *Prime Rate*: The prime rate of interest as published in the Wall Street Journal.

1.35. *Public Access Channel*: An Access Channel made available to the Town pursuant to the terms and conditions of this License and available for the use by the residents in the Town and managed by the Issuing Authority and/or its PEG Access Designee.

1.36. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including public utility easements, and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town.

1.37. *Service Area*: The entire existing territorial limits of the Town.

1.38. *Standard Definition (“SD”) PEG Access Channel*: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in 4:3 aspect ratio with a resolution of 480i.

1.39. *State*: The Commonwealth of Massachusetts.

1.40. *Subscriber*: A Person who lawfully receives Cable Service in the Town.

1.41. *Telecommunications Facilities*: The Licensee’s existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.42. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).

1.43. *Title II*: Title II of the Communications Act.

1.44. *Title VI*: Title VI of the Communications Act.

1.45. *Town*: The Town of Stow, Massachusetts.

1.46. *Video Programming*: Shall be defined herein as it is defined under Section 602(20) of the Communications Act, 47 U.S.C. § 522(20).

1.47. *Video Service Provider or VSP*: Any entity using the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the Town, regardless of the transmission method, facilities or technologies used.

2. GRANT OF LICENSE AUTHORITY

2.1. *Grant of Authority*: Subject to the terms and conditions of this License and pursuant to M.G.L. Chapter 166A, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System in, under, over and along the Public Rights-of-Way within the Town and subsequent additions thereto, in order to provide Cable Service. This License grants no authority for the Licensee to use the Public Rights-of-Way within the Town for any other purpose(s) unless otherwise provided herein. The Licensee's FTTP Network is subject to M.G.L. c. 166 and as such is subject to regulation by the Town consistent with that law. The Licensee shall adhere to all applicable local bylaws and lawful regulations of the Town regarding Public Rights-of-Way and public works matters, including rights-of-way management requirements with regard to public safety, aesthetics, pole attachments and other legitimate municipal concerns. Nothing in this Section 2.1 shall be deemed to prohibit the right of the Licensee to challenge the legality of such local bylaws, regulations and requirements, or the right of the Issuing Authority to oppose any such challenge. Consistent with and subject to the Licensee's existing authority to operate in the Public Rights-of-Way, grant of this License does not establish priority for use over other present or future permit holders or the Town's own use of Public Rights-of-Way. Any disputes between the Licensee and other parties regarding use of the Public Rights-of-Way shall be resolved in accordance with applicable law and regulations.

2.2. *Issuing Authority Does Not Regulate Telecommunications*: The parties recognize that the Licensee's FTTP Network is constructed, operated and maintained as an upgrade to and/or an extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the Town over such Telecommunications Facilities is restricted by federal and State law, and the Town does not and will not assert jurisdiction over the Licensee's FTTP Network in contravention of those limitations. Therefore, the Issuing Authority's regulatory authority under Title VI is not applicable to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is constructed, installed, maintained and operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services.

2.3. *Term*: The term of this License shall be for a period of five (5) years, commencing on December 12, 2023 (the "Effective Date"), and shall expire at midnight on December 11, 2028, unless the License is earlier terminated by the Licensee pursuant to the terms of Section 2.4 or 2.5 of this License or revoked by the Issuing Authority as provided herein.

2.4. *Termination Generally:* Notwithstanding any provision herein to the contrary, Licensee may terminate this License upon two hundred seventy (270) days' written notice to the Issuing Authority. Licensee shall not provide the notice of termination sooner than the beginning of the 28th month following the Effective Date. In the event that Licensee provides a notice of termination to the Issuing Authority, it shall so notify its Subscribers at a time and in a manner as determined by Licensee in its sole discretion.

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1. If the Issuing Authority enters into any cable franchise, cable license or similar agreement with a VSP to provide Video Programming services to residential subscribers in the Town with terms or conditions materially less burdensome than those imposed by this License, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing Authority's receipt of Licensee's written notice thereof, commence negotiations to modify this License to provide that this License is not on terms or conditions materially more burdensome than the terms in any such cable franchise, cable license or similar agreement. Any modification of the License pursuant to the terms of this Section shall not trigger the requirements of 207 CMR 3.07. The PEG Access Support, as provided in Section 5.4, will not be subject to modification under this Section 2.5.1 or 2.5.2.

2.5.2. Licensee's notice pursuant to Section 2.5.1 shall specify the cable franchise, cable license or similar agreement and the materially less burdensome terms or conditions as set out in Section 2.5.1 above. Licensee shall respond to reasonable information requests from the Town, as may be necessary to review the same.

2.5.3. In the event the parties do not, subject to the criteria above, reach mutually acceptable agreement on a modification as set out above, Licensee shall in its sole discretion, have the option of exercising any of the following actions:

a. commencing License renewal proceedings in accordance with 47 U.S.C. 546 with the License term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Licensee's written notice to seek relief hereunder;

b. terminating the License in no less than thirty-six (36) months from written notice to the Issuing Authority;

c. if agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

d. if agreed to by both parties, submitting the matter to mediation by a mutually-acceptable mediator.

2.5.4. Modification of the PEG Access Support under this License shall, as applicable, be in accordance with the terms and conditions set forth in Section 5.4 hereunder. As stated above, PEG Access Support is not subject to modification under Section 2.5.1.

2.6. *Grant Not Exclusive:* This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this License. The issuance of additional cable license(s) shall be subject to applicable federal laws, M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

2.7. *License Subject to Applicable Federal and State Law:* This License is subject to and shall be governed by all applicable provisions of federal and State law(s) and regulations as they may be amended, including but not limited to Title VI and M.G.L. Chapter 166A.

2.8. *No Waiver:*

2.8.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this License, M.G.L. Chapter 166A or any other applicable law, bylaw or lawful regulation shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse the Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2. The failure of the Licensee on one or more occasions to exercise a right under this License or applicable law, or to require performance under this License, shall not be deemed to constitute a waiver of such right or of performance of this License, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing.

2.9. *Construction of License:*

2.9.1. The provisions of this License shall be liberally construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.10. *Police Powers:* Nothing in this License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers. However, if the reasonable, necessary and lawful exercise of the Town's police powers causes the Licensee's provision of Cable Service in the Town to be commercially impracticable, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate such commercial impracticability. If the parties cannot reach agreement on the above-referenced modification to this License, then, at the Licensee's option, the parties shall submit the matter to binding arbitration.

2.11. *Transfer of the License:*

2.11.1. Subject to Section 617 of the Communications Act, M.G.L. Chapter 166A and Section 2.11.2 below, the Licensee shall not transfer this License without the prior consent of the Issuing Authority, provided that such consent shall not be arbitrarily or unreasonably withheld, delayed or conditioned. Such consent shall be given only after a public hearing upon a written application therefore on forms prescribed by the Cable Division and/or the FCC. Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and one (1) copy of the application on FCC Form 394 requesting such transfer request. The Issuing Authority shall have one hundred twenty (120) days, or such other time frame that may be established by applicable law or as otherwise agreed to by the parties in accordance with applicable law, from the filing of the completed Form 394 to take final action on it. If the Issuing Authority has not taken final action within such one hundred twenty (120) day period, then the application shall be deemed approved, unless said one hundred twenty (120) day period is extended by mutual consent of the parties.

2.11.2. The Licensee shall not be required to obtain the Issuing Authority's consent to transfer this License in connection with any transaction that does not constitute a transfer of control under applicable State laws and regulations, including, without limitation, the following: (i) (A) a transfer of an ownership or other interest in the Licensee to the parent of the Licensee or to another Affiliate of the Licensee; (B) transfer or assignment of this License or control thereof to the parent of the Licensee or to another Affiliate of the Licensee; (C) any action which is the result of a merger of the parent of the Licensee; or (D) any action which is the result of a merger of another Affiliate of the Licensee; or (ii) in connection with a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License or the Cable System in order to secure indebtedness; provided, however, that to the extent that any of the foregoing transactions are determined to constitute a transfer of control pursuant to 207 CMR 4.01, then such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00, et. seq.).

2.11.3. Pursuant to 207 CMR 4.04, as may be amended, and applicable federal law, in considering a request to transfer control of this License, the Issuing Authority may consider only the transferee's management experience, technical expertise, financial capability and legal ability to operate the Cable System under this License, and any other criteria allowable under applicable law and/or regulation.

2.11.4. The consent or approval of the Issuing Authority to a transfer of this License shall not constitute a waiver or release of the rights of the Town under this License.

2.11.5. In the event that this License is transferred, the transferee shall be subject to all of the terms and conditions contained in this License.

2.12. *Compliance with Federal and State Privacy Laws:* Licensee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and State privacy laws and regulations. The parties agree that, during the term hereof, Licensee shall not be subject to any local laws or bylaws which conflict with such applicable federal and/or State privacy laws, or which would impose additional or distinct requirements upon

Licensee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or State privacy laws.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area:*

3.1.1. *Service Area:* Subject to the issuance of all necessary permits by the Town, the Licensee shall continue to offer Cable Service to all residential households in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from Licensee's inability to obtain authority to access rights-of-way in the Town; (D) in developments or buildings that are subject to claimed exclusive arrangements with other cable providers; (E) in developments, buildings or other residential dwelling units that Licensee cannot obtain permission to access under reasonable terms and conditions after good faith negotiation, as determined in good faith by Licensee; and (F) in developments, buildings or other residential dwelling units where Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis; (G) in areas where the occupied residential household density does not meet the density requirement set forth in Section 3.1.2; and (H) in areas where the Licensee determines, in good faith, that providing such service is not commercially reasonable.

3.1.2. *Density Requirement:* Subject to Section 3.1.1, the Licensee shall make Cable Services available to residential dwelling units in all areas of the Town where there are thirty (30) residential dwelling units per aerial mile from the nearest FTTP Network trunk or feeder line and/or sixty (60) residential dwelling units per underground mile from the nearest FTTP Network trunk or feeder line.

3.2. *Availability of Cable Service:* The Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the Town in conformance with Section 3.1. In the areas in which the Licensee shall provide Cable Service, the Licensee shall be required to connect, at the Licensee's expense, all residential dwelling units that are within one hundred fifty (150) feet of the Licensee's FTTP Network. The Licensee shall be allowed to recover, from a Subscriber who requests such connection, actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet, and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3. *Cable Service to Public Buildings:* Subject to Section 3.1 and the applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), as such 621 Order may be in effect and/or amended during the term of this License, if requested in writing by the Issuing Authority, Licensee shall provide in a reasonable amount of time and after notifying the Issuing Authority of the process by which it shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under a cable license, one Cable Service drop, an outlet, and monthly Basic Service along its activated Cable System route in the Town at no cost to public buildings in the Town. The current list of public buildings is set forth in **Exhibit A**. The parties agree that the exercise of any conditional obligations set forth in this Section 3.3 shall not constitute a modification or amendment of the License within the meaning of 207 CMR 3.07.

4. SYSTEM FACILITIES

4.1. *System Characteristics:* The Licensee's Cable System shall meet or exceed the following requirements and/or have at least the following characteristics:

4.1.1. The Cable System shall be operated with a digital carrier passband of between 50 and 860 MHz.

4.1.2. The Cable System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.1.3. The Cable System shall comply with applicable FCC technical standards, as such standards may be amended from time to time.

4.1.4. The Cable System shall conform in all material respects to the following standards to the extent applicable: Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Cable Division and the FCC.

4.2. *Emergency Alert System:* The Licensee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and any applicable State and local EAS Plans in order that emergency messages may be distributed over the Cable System.

4.3. *Parental Control Capability:* The Licensee shall comply with all applicable requirements of federal law(s) governing Subscribers' capability to control the reception of any Channels being received on their television sets.

5. PEG ACCESS SERVICES AND SUPPORT

5.1. *PEG Access Channels:*

5.1.1. The Licensee shall continue to make available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, capacity for two (2) SD PEG Access Channels on its Basic Service Tier. In accordance with Section 5.1.2 below, the Issuing Authority may also request one (1) HD PEG Access Channel for a total of three (3) PEG Access Channels.

5.1.2. In addition to the two (2) SD PEG Access Channels referenced above, the Licensee shall make one (1) HD PEG Access Channel available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, as follows: Starting on the Effective Date of this License, the Issuing Authority may make a written request for such an HD PEG Access Channel to the Licensee. Upon receipt of the Issuing Authority's written request, the Licensee shall make such an HD PEG Access Channel available to the Issuing Authority within two hundred seventy (270) days of the Licensee's receipt of such written notice from the Issuing Authority. The Issuing Authority shall include in its written notice a statement of whether the programming of such HD PEG Access Channel shall either be a simulcast of existing SD PEG Access Channel programming in HD or distinct programming. The Issuing Authority or

the PEG Access Designee may subsequently change the programming on the HD PEG Access Channel from an SD PEG Access Channel simulcast in HD to distinct programming, or from distinct programming to an SD PEG Access Channel simulcast in HD, upon one hundred eighty (180) days prior written notice from the Issuing Authority to the Licensee which change shall not occur more than once during the License term. To the extent permitted by law, the Licensee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD PEG Access Channel programming of any type.

5.1.3. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format with a resolution consistent with the definition of “High Definition” above. The Issuing Authority expressly acknowledges that an HD PEG Access Channel may not be available at all times during the term of this License on Licensee’s Basic Service Tier and that in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

5.1.4. The Issuing Authority hereby authorizes the Licensee to transmit PEG Access programming within the Town’s jurisdictional boundaries and outside the Town’s jurisdictional boundaries to other areas that are served out of the same central offices of the Licensee as those that serve the Town. The Licensee reserves the right to make or change PEG Access Channel assignments in its sole discretion, subject to applicable law and regulations. If a PEG Access Channel provided under this Article is not being utilized by the Issuing Authority and/or the PEG Access Designee, other than due to Force Majeure, the Licensee may utilize such PEG Access Channel by providing at least ninety (90) days advance written notice to the Issuing Authority, but only in the event that the Issuing Authority or the PEG Access Designee does not commence use of said PEG Access Channel within said ninety (90) day notice period. In the event that the Issuing Authority and/or the PEG Access Designee determines to use such PEG Access Channel capacity for PEG Access purposes, the Issuing Authority shall have the right to utilize such PEG Access Channel by providing at least ninety (90) days advance written notice to the Licensee.

5.2. *PEG Interconnection and Cablecasting:*

5.2.1. The Licensee shall continue to connect to equipment owned by the Town and/or the PEG Access Designee located at 380 Great Road, Stow, MA (the “PEG Interconnection Site”). The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the Town’s PEG Access Designee, shall be required to pay Licensee for all direct or reasonably related costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or its PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is caused by the Town or its PEG Access Designee and initiated by the Issuing Authority or its PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or its PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to Licensee’s prior disclosure of such costs and prior express written consent to same by the Issuing Authority or its PEG Access Designee. Any upgrade or change referenced in subsections (i) and

(iv) above required in order for PEG Access Channel cablecasting or PEG Access Channel programming as provided to Subscribers to meet a requirement of applicable law or regulation, including with respect to video or audio quality, shall not be deemed to be “initiated” by the Issuing Authority or its PEG Access Designee.

5.2.2. The demarcation point between the Licensee’s signal processing equipment (which the Licensee shall own, install and maintain) and the Town's and/or PEG Access Designee’s PEG access equipment shall be at the output of the Town's and/or PEG Access Designee’s signal processing equipment at the PEG Interconnection Site. The Town and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG Access Programming up to the demarcation point and for providing that all PEG Access Programming is inserted on the appropriate upstream PEG Access Channel. All PEG Access Programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Licensee in stereo cablecast by Licensee in stereo. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Town or its PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town’s side of the demarcation point and used to generate or administer any PEG Access signals, except as necessary to implement the Licensee’s responsibilities specified herein. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues.

5.2.3. The Licensee shall provide, install, maintain, repair and replace all equipment necessary to receive and transmit all such PEG programming and all PEG Access Channels as described in Section 5.2.1 above to Subscribers, including any amplification, optical conversion, receiving, cable system headend, processing, and transmitting equipment needed.

5.2.4. The Licensee shall monitor the PEG Access Channels for technical quality consistent with applicable FCC technical standards, as such standards may be amended from time to time, and shall ensure that they are maintained at standards the same or better than those which apply to the Cable System’s commercial channels of similar format and resolution, provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions, nor for any deficiencies in the source signal it receives from any party over which the Licensee has no control.

5.3. *PEG Grant:* Licensee shall pay to the Issuing Authority, or to its PEG Access Designee if requested in writing by the Issuing Authority, a PEG grant in the total amount of Seventy-Five Thousand Dollars (\$75,000.00) to be used for PEG Access Channel capital funding purposes (the “PEG Grant”), as follows:

5.3.1. Within forty-five days of the Effective Date, Licensee shall pay to the Issuing Authority the sum of Twenty-Five Thousand Dollars (\$25,000.00). Licensee shall make two (2) additional payments to the Issuing Authority in the amount of Twenty-Five Thousand Dollars (\$25,000.00) each on the first and second anniversaries of the Effective Date, respectively. The Issuing Authority and/or PEG Access Designee, as determined by the Issuing Authority, shall own all facilities and equipment purchased with the PEG Grant. The Issuing Authority and/or PEG Access Designee shall own all facilities and equipment purchased with the

PEG Grant. The Licensee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG Grant.

5.3.2. Licensee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the PEG Grant remittances within ninety (90) days following the PEG Grant payment date for which such payments were applicable. Any such refund shall be requested in writing by Licensee and shall include an itemized account of the basis of the refund requested. The PEG Grant shall not be counted against either the PEG Access Support payment required by Section 5.4, or any License Fee required by Section 6.1.

5.4. *PEG Access Support:*

5.4.1. The Licensee shall provide annual funding to the Issuing Authority for PEG Access Channel operating support or other PEG Access Channel costs and expenses (“PEG Access Support”) in the amount equal to Four and Three-Quarters percent (4.75%) of annual Gross Revenue as defined above, subject to the limitation in Section 6.2. If the Town issues or renews any cable license after the Effective Date that provides for a lower percentage of PEG Access Support, then the Licensee’s percentage of PEG Access Support payments shall be reduced to match such lower percentage over that same time period. The Issuing Authority shall place Licensee’s PEG Access Support payments in a restricted account for cable related purposes in the nature of a grant account and not into the general fund, which account will be under the Issuing Authority’s control.

5.4.2. The PEG Access Support payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Each such quarterly payment shall be accompanied by a Gross Revenue report documenting, in reasonable detail, the Gross Revenue as defined above. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, and shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances, within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of the PEG Access Support payment, the period for determining Gross Revenue shall be the preceding calendar quarter.

5.4.3. In no case shall said Four and Three-Quarters percent (4.75%) payments include: (i) the PEG Grant; (ii) costs of PEG Access channel, interconnection and cablecasting obligations required by Sections 5.1 and 5.2 above; or (iii) any other fees or payments required by applicable law, except as provided in Section 6.2, below; provided however, that said Four and Three-Quarters percent (4.75%) payments shall be a Franchise Fee, and subject to the five percent (5%) cap on Franchise Fees pursuant to Section 622(h) of the Communications Act (47 U.S.C. §542(b)).

5.5. *Late Payments:* In the event that any of the PEG Grant, the PEG Access Support and/or the License Fee payments is or are not paid on or before the due date set forth in this License for such payments, then interest shall accrue from the due date until the date paid at the rate of one percent (1%) per annum above the Prime Rate, compounded annually.

5.6. *Censorship:* The Licensee, the Issuing Authority and the PEG Access Designee shall comply with applicable laws regarding program censorship or any other control of the content of the PEG Access Programming on the Cable System.

5.7. *PEG Operational Rules:* The Issuing Authority and/or the PEG Access Designee shall establish rules and regulations that require all local producers and users of any of the PEG Access facilities or Channels to assume individual responsibility for any program-based liability including but not limited to liability for copyright infringement or defamation. The Access Designee shall establish rules and regulations for use of PEG Access facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531) and this License.

5.8. *Listing of PEG Access Channels On Licensee's Electronic Program Guide:* If the Licensee lists PEG Access Channel program content titles on its electronic program guide in any other municipality in the State (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss with the Issuing Authority or its PEG Access Designee, the technical feasibility and commercial reasonability of listing the Town's PEG Access Channel program content titles on the Licensee's electronic program guide and the provision thereof by the Licensee; however, the Licensee shall not be required by this Section to list the Town's PEG Access Channel program content titles on its electronic program guide.

5.9. *PEG Access Video-On-Demand:* If the Licensee provides any other municipality in the State with PEG Access Channel programming "video-on-demand" (VOD) (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss with the Issuing Authority, the technical feasibility and commercial reasonability of providing, and the provision of, PEG Access Channel programming VOD in the Town; however, the Licensee shall not be required by this Section to provide PEG Access Channel programming VOD in the Town.

5.10. *Non-Commercial Programming:* The Issuing Authority and PEG Access Designee shall not use the PEG Access Channels to provide for-profit commercial programming. Nothing in this Section shall prohibit the Issuing Authority or its PEG Access Designee from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation.

5.11. *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this License and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

6. LICENSE FEES

6.1. *License Fee:* Pursuant to Section 9 of M.G.L. Chapter 166A, the Licensee shall pay to the Town, throughout the term of this License, a license fee equal to fifty cents (\$.50) per Subscriber per year (the "License Fee"), or such other amount as may in the future be designated by applicable State law.

6.2. *Maximum Franchise Fee Obligation:* The Licensee shall not be liable for a total Franchise Fee, pursuant to this License and applicable law in excess of five percent (5%) of annual Gross Revenue (as defined above).

6.3. *Payment Information:* In determining the License Fee, the number of Subscribers shall be measured as of December 31st of the preceding calendar year. The License Fee shall be paid no later than March 15th of each year during the term of this License.

6.4. *Limitation on Actions:* The period of limitation for recovery of any payment obligation under this License shall be three (3) years from the date on which payment by Licensee is due.

6.5. *Recomputation and Audit:* Tender or acceptance of any payment made pursuant to Article 5 and/or 6 herein shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums, including interest payable under Section 5.7 above. If the Issuing Authority has reason to believe that any such payment is incorrect, it may notify the Licensee thereof in writing within one hundred eighty (180) days after receiving such payment. Licensee shall then have ninety (90) business days after receipt of such notice to provide the Town with additional information documenting the accuracy of such payment. In the event that the Issuing Authority does not reasonably believe that such documentation supports the accuracy of such payment, then the Issuing Authority may conduct an audit of such payment, provided that the Issuing Authority shall be limited to one audit for any two (2) year period of this License or such shorter period of time that may remain after the expiration of the initial two (2) year period of this License, which audit shall be subject to Section 6.4 above. If, after such audit and recomputation, the Issuing Authority determines that an additional fee is owed to the Town, then the Licensee shall be provided with a reasonable opportunity to review the results of such audit and to dispute any audit results, and shall pay any undisputed amounts within thirty (30) business days after completion of such review, together with any applicable late charges calculated pursuant to Section 5.7 above. The Town shall have the right to pursue any disputed amount not paid by Licensee in accordance with the enforcement provisions set forth in Article 13 of this License.

6.6. *Method of Payment:* The PEG Grant, the PEG Access Support and the License Fee shall be made payable to the Town and provided to the Issuing Authority, unless the Licensee is otherwise notified in writing by the Issuing Authority.

6.7. *Other Payment Obligations and Exclusions:*

6.7.1. Unless otherwise required by applicable law, the License Fee and Franchise Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Licensee or any Affiliate shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee or Franchise Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliate.

6.7.2. In accordance with Section 622(h) of the Communications Act (47 U.S.C. §542(h)), nothing in the Communications Act or this License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by any such Person with respect to any such Cable Service or other communications service shall not exceed five percent (5%) of such Person's gross revenue derived in such period from the provision of such service over the Cable System.

6.8. *Affiliates Use of System:* Use of the Cable System by any Affiliates of the Licensee shall be in compliance with applicable State and/or federal laws and this License.

7. CUSTOMER SERVICE

7.1. *Standards:* The Licensee shall comply with the FCC's cable television customer service and notice regulations codified at 47 C.F.R. § 76.309(c), 47 C.F.R. § 76.1602, and 47 C.F.R. § 76.1603, as amended, and the billing and termination of service provisions contained in 207 CMR § 10.00, as amended; provided, however, that Licensee may satisfy the requirements of 47 C.F.R. § 76.309(c)(1)(v) through its website. Measurement of the telephone availability standards in 47 C.F.R. § 76.309(c)(1)(ii) shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting.

7.2. *Bill Payment Location:* The Licensee shall have a location reasonably convenient to the Town that shall be open during normal business hours and accessible to Subscribers to make bill payments. (Normal business hours are those hours during which Licensee's retail locations in the community are open to serve customers and absent such a retail location, then those hours most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.)

7.3. *Outage Credits:* In the event all Cable Service is interrupted for twenty-four (24) or more hours, Licensee will grant affected Subscribers a pro rata credit or rebate.

7.4. *Denial of Service:* Subject to applicable laws and regulations, nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, refusal to provide credit history information or refusal to allow the Licensee to validate the identity, credit history and credit worthiness via an external credit agency, or failure to abide by the Licensee's terms and conditions of service.

8. REPORTS AND RECORDS

8.1. *Open Books and Records:* Upon at least thirty (30) business days written notice to the Licensee, the Issuing Authority or its designee shall have the right to inspect the

Licensee's books and records pertaining to the Licensee's provision of Cable Service in the Town as is reasonably necessary to ensure compliance with the terms of this License at an office of the Licensee in the Commonwealth of Massachusetts during its regular corporate business hours and on a reasonable and non-disruptive basis. Such notice shall specifically reference the section or subsection of this License which is under review, so that the Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. The Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Licensee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Town. If the Licensee believes that the requested information is proprietary or confidential, the Licensee shall provide the following information to the Issuing Authority: (i) specific identification of the information; and (ii) a statement attesting to the reason(s) the Licensee believes the information is confidential. The Issuing Authority shall take reasonable steps consistent with applicable law to protect the proprietary and confidential nature of any books, records, maps, plans or other documents requested by the Issuing Authority that are provided pursuant to this License to the extent they are designated as such by the Licensee. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2. *Copying of Books and Records:* The Town shall have the right to copy any such books and records, at the Town's expense, subject to the Licensee's obligations pursuant to Section 8.1 above, except to the extent that the Town's review as the Issuing Authority is prohibited pursuant to applicable law.

8.3. *Records Required:* The Licensee shall at all times maintain complete and accurate books and records of its business and operations under and in connection with the License. Said records shall include:

8.3.1. Records of all written Complaints for a period of three (3) years after receipt by the Licensee.

8.3.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.3.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by the Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

8.3.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by the Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

8.3.5. A map showing the area of coverage for the provisioning of Cable Services.

8.4. *Dual Filings*: Upon written request of the Issuing Authority, the Licensee shall provide a copy of any documents or forms filed by the Licensee with the FCC and/or the DTC that materially pertain to the Licensee's Cable System in the Town.

8.5. *Proof of Performance Tests*: Upon written request of the Issuing Authority, the Licensee shall provide copies of proof of performance tests required by applicable law.

8.6. *Annual Performance Review*: The Issuing Authority or its designee may, at its discretion but not more than once per twelve-month period, hold a performance evaluation session. The purpose of such evaluation session shall be to review the Licensee's compliance with the terms and conditions of this License. The Issuing Authority shall provide the Licensee with thirty (30) days advance written notice of such evaluation session. The Issuing Authority shall provide the Licensee with a written report with respect to the Licensee's compliance within sixty (60) days after the conclusion of such evaluation session.

8.7. *Quality of Service*: If there exists credible evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of the Licensee's Cable Services in the Town, then after notice to the Licensee and an opportunity to cure, the Issuing Authority shall have the right to require the Licensee to test, analyze and report in writing on the performance of the Cable System.

9. INSURANCE AND INDEMNIFICATION

9.1. *Insurance*:

9.1.1. Licensee shall maintain in full force and effect, at its own cost and expense (including all deductibles) during the term of this License, the following insurance coverage:

9.1.1.1. Commercial General Liability Insurance in the amount of six million dollars (\$6,000,000) per occurrence for property damage and bodily injury and six million dollars (\$6,000,000) general aggregate. Such insurance shall cover the construction, operation, maintenance and removal of the Cable System, and the conduct of Licensee's Cable Service operations and business in the Town.

9.1.1.2. Commercial Automobile Liability Insurance covering all owned, non-owned, hired and/or rented motor vehicles in the amount of six million dollars (\$6,000,000) combined single limit each accident for bodily injury and property damage coverage.

9.1.1.3. Workers' Compensation Insurance in compliance with the statutory requirements of the state(s) of operation and Employers' Liability Insurance in the following amounts: (A) \$100,000 Bodily Injury by Accident; (B) \$100,000 Bodily Injury by Disease-each employee; and \$500,000 disease-policy limit.

9.1.2. The Town shall be included as an additional insured as their interests may appear under this License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

9.1.3. Upon receipt of notice from its insurer(s), Licensee shall provide the Town with thirty (30) days' prior written notice of cancellation of any required coverage.

9.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of Massachusetts, with an A.M. Best Financial Strength rating of A-VII or better.

9.1.5. Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

9.1.6. All insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contribution.

9.1.7. The Licensee shall require that every one of its contractors and their subcontractors carry in full force and effect, substantially the same insurance with substantially the same amounts as required of Licensee herein.

9.1.8. Neither this Section 9.1, nor the provision of insurance or insurance proceeds pursuant to this Section 9.1, shall limit the liability of the Licensee or its obligation to indemnify the Town pursuant to this License.

9.2. *Indemnification:*

9.2.1. The Licensee shall, at its sole cost and expense, defend, indemnify and hold harmless the Issuing Authority, the Town, including its officials, boards, commissions, committees, agents and/or employees, against all claims for damage, suits, causes of action, proceedings and judgments, including for damage to Persons or property, real and personal, due to the actions of the Licensee, its employees, officers or agents arising out of the installation, maintenance and/or operation of the Cable System under this License. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred by the Town up to such time that the Licensee assumes defense of any action hereunder. The Town shall give the Licensee timely written notice of its obligation to defend, indemnify and hold harmless the Town, provided that in any event the Town shall provide the Licensee with such written notice within a period of time that allows the Licensee to take action to avoid entry of a default judgment and does not prejudice the Licensee's ability to defend the claim or action.

9.2.2. With respect to the Licensee's indemnification obligations set forth in Section 9.2.1, the Licensee shall, at its own expense, provide the defense of any claims, suits, causes of action or proceedings brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to applicable professional ethics and responsibility laws and standards and the consent of the Town, which consent shall not unreasonably be withheld. The Licensee shall, subject to the consent of the Issuing Authority as described herein, have the right to defend, settle or compromise any claim or action arising hereunder, and the Licensee shall have

the authority to decide the appropriateness and amount of any such settlement, so long as the settlement includes a full release of the Town with respect to the claim giving rise to Licensee's indemnification obligation. In the event that the Town does not consent to the terms of any such settlement or compromise, the Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such settlement. Nothing herein shall be deemed to prevent the Issuing Authority from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense.

9.3. *Performance Bond:* The Licensee shall maintain, without charge to the Town, throughout the term of the License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of fifty thousand dollars (\$50,000). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this License. The performance bond shall be effective throughout the term of this License and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance and/or operation of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Article 11 below. Said bond shall be a continuing obligation of this License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the License or from the exercise of any privilege herein granted. In the event that a performance bond provided pursuant to this License is not renewed or cancelled, the Licensee shall provide a new performance bond pursuant to this Section 9.3 within thirty (30) days of such failure to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of the Licensee to file a replacement bond or replacement security for its obligations under this License, shall constitute a loss to the Town recoverable under the bond. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the License. Recourse by the Issuing Authority of remedies available under this Section 9.3 shall not be exclusive of other lawful remedies available to the Town at law and equity.

10. RENEWAL OF LICENSE

The Issuing Authority and the Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this License shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546, and M.G.L. Chapter 166A. The Issuing Authority shall notify the Licensee of any ascertainment proceedings conducted pursuant to Section 626 of the Communications Act, and shall provide the Licensee with a copy of the record of such proceeding.

11. ENFORCEMENT AND TERMINATION OF LICENSE

11.1. *Notice of Violation:* If at any time the Issuing Authority believes that the Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with the Licensee. If these discussions do not lead to resolution of the problem

in a reasonable time, the Issuing Authority shall then notify the Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”).

11.2. *The Licensee’s Right to Cure or Respond:* The Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond in writing to the Issuing Authority, if the Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance, continue such efforts until said noncompliance is cured as soon as reasonably possible, and notify the Issuing Authority at no more than twenty-one (21) day intervals as to the Licensee’s efforts and progress to remedy such noncompliance. Upon a jointly agreed upon cure of any noncompliance by the Issuing Authority and the Licensee, the Issuing Authority shall provide the Licensee with written confirmation that such cure has been effected.

11.3. *Public Hearing:* In the event that the Licensee fails to respond to the Noncompliance Notice pursuant to the procedures set forth in Section 11.2 above, and/or if the Issuing Authority otherwise seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide the Licensee at least thirty (30) days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing and whether revocation of this License is a possible consequence. At any designated public hearing where revocation of this License is not a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence. At any designated public hearing where revocation of this License is a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence, and shall also have the right to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record shall be made of such hearing where revocation of the License is a possible consequence. Within thirty (30) days of the close of either type of above hearing, the Issuing Authority shall issue a written determination of its findings.

11.4. *Enforcement:* In the event the Issuing Authority, after the public hearing set forth in Section 11.3 above, determines that the Licensee is in default of any provision of this License, the Issuing Authority may:

11.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

11.4.2. Commence an action at law for monetary damages or seek other equitable relief;

11.4.3. Submit a claim against an appropriate part of the performance bond pursuant to Section 9.3 above;

11.4.4. In the case of a substantial noncompliance of a material provision of this License, seek to revoke this License in accordance with Section 11.5; or

11.4.5. Invoke any other lawful remedy available to the Town.

11.5. *Revocation:* In the event that the Issuing Authority determines that it will revoke this License pursuant to Section 11.4 above, the Licensee may appeal such written determination of the Issuing Authority to an appropriate court or to the Cable Division, which shall, to the extent allowed by applicable law, have the power to review the decision of the Issuing Authority consistent with applicable law and regulation. The Licensee shall be entitled to such relief as the DTC and/or court finds appropriate, subject to the Town's right(s) of appeal under applicable law. Such appeal must be taken within sixty (60) days of the Licensee's receipt of the written determination of the Issuing Authority. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License.

12. MISCELLANEOUS PROVISIONS

12.1. *Actions of Parties:* In any action by the Issuing Authority or the Licensee that is taken pursuant to the terms of this License, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required by either party under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.2. *Jurisdiction:* Jurisdiction and venue over any dispute, action or suit arising out of this License shall be in a federal or State court of appropriate venue and subject matter jurisdiction located in the State, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute.

12.3. *Binding Acceptance:* This License shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations contained in Article 9 – Insurance and Indemnification and Article 10 – Performance Bond - herein shall survive the revocation, termination or expiration date hereof.

12.4. *Preemption:* In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this License, such provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision herein that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

12.5. *Force Majeure:* If by reason of Force Majeure, either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be held in default under, or in noncompliance with, the provisions of the License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults were caused

by a Force Majeure, provided that the party takes reasonable steps under the circumstances to comply with the obligations of the License to the maximum extent possible without endangering the health or safety of the Licensee's employees or property, or the health or safety of the Town or the public, or their property. In the event that any such delay in performance or failure to perform affects only part of the party's capacity to perform, the party shall perform to the maximum extent it is able to do so in as expeditious a manner as possible under the circumstances.

12.6. *Acts or Omissions of Affiliates:* During the term of this License, the Licensee shall be liable for the acts or omissions of its Affiliates to the extent arising out of any such Affiliate's operation of the Cable System to provide Cable Services in the Town.

12.7. *Warranties:* Each party hereto warrants, represents and acknowledges to the other party that, as of the Effective Date, such party has the requisite power and authority under applicable law and its organizational documents, if any, and is authorized and has secured all consents which are required to be obtained as of the Effective Date, to enter into and be legally bound by the terms of this License.

12.8. *Delivery of Payments:* Licensee may use electronic funds transfer to make any payments to the Town or Issuing Authority required under this License. Said electronic transfer must be in the form, including necessary explanatory information and documentation, and to the account, all as reasonably required by the Town or Issuing Authority.

12.9. *Notices:* Unless otherwise expressly stated herein, notices required under this License shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to the Licensee shall be to:

Verizon New England Inc.
6 Bowdoin Square
10th Floor
Boston, MA 02114
Attention: Niall Connors, Franchise Service Manager

With a copy to:

Verizon
1300 I St. NW
Suite 500 East
Washington, DC 20005
Attention: Tonya Rutherford, VP and Deputy General Counsel

Notices to the Issuing Authority shall be to:

Town of Stow
Town Building
380 Great Road
Stow, MA 01775-2127
Attention: Select Board

With a copy to:

Local Access Channel Advisory Committee
Town of Stow
Town Building
380 Great Road
Stow, MA 01775-2127

12.10. *Entire Agreement:* This License and the Exhibit hereto constitute the entire agreement between the Licensee and the Issuing Authority, and supersede all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof and can be amended or modified only by a written instrument executed by both parties except as otherwise provided herein.

12.11. *Captions:* The captions and headings of articles and sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of this License. Such captions shall not affect the meaning or interpretation of this License.

12.12. *Severability:* If any section, subsection, sentence, paragraph, term or provision hereof is determined to be illegal, invalid, unconstitutional or unenforceable by any court of competent jurisdiction or by any State or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this License.

12.13. *Recitals:* The recitals set forth in this License are incorporated into the body of this License as if they had been originally set forth herein.

12.14. *No Recourse Against Issuing Authority:* Pursuant to Section 635A(a) of the Communications Act (47 U.S.C. §555(a)), the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, members, employees or agents, other than injunctive relief or declaratory relief, arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this License.

12.15. *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of this License or any other action to forbid or disallow the Licensee from providing Cable Services, shall the Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of the Licensee's FTTP Network including, without limitation, the Cable System and any capacity

used for Cable Service or otherwise, to the Town or any third party. The Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow the Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this License.

12.16. *Interpretation:* The Issuing Authority and the Licensee each acknowledge that it has received independent legal advice in entering into this License. In the event that a dispute arises over the meaning or application of any term(s) of this License, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the License.

12.17. *No Third-Party Beneficiaries:* The provisions of this License are for the benefit of the Licensee and the Issuing Authority and not for any other Person.

12.18. *Counterparts:* This License may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this License may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this License.

SIGNATURE PAGE FOLLOWS

AGREED TO THIS 12th DAY OF DECEMBER, 2023.

TOWN OF STOW
By its Select Board:

VERIZON NEW ENGLAND INC.

Cortni Frecha, Chair

By: _____
Kevin M. Service, Vice President

Megan Birch-McMichael

Ingeborg Hegemann Clark

Hector Constantzos

John Toole

Approved as to legal form:

Approved as to form:

William H. Solomon
Special Cable Counsel

Pamela N. Goldstein
Verizon Law Department

EXHIBIT

**EXHIBIT A – PUBLIC (MUNICIPAL AND SCHOOL) BUILDINGS TO BE
PROVIDED CABLE SERVICE UPON WRITTEN REQUEST OF THE
ISSUING AUTHORITY (SUBJECT TO SECTION 3.3)**

EXHIBIT A
PUBLIC (MUNICIPAL AND SCHOOL BUILDINGS)
TO BE PROVIDED CABLE SERVICE
UPON WRITTEN REQUEST OF THE ISSUING AUTHORITY
(SUBJECT TO SECTION 3.3)

- (1) Hale Middle School: 55 Hartley Road
- (2) Center School: 403 Great Road
- (3) Pompositicut School: 511 Great Road
- (4) Town Building: 380 Great Road
- (5) Town Hall: 375 Great Road
- (6) Police Department: 305 Great Road
- (7) Fire Station: 16 Crescent Street
- (8) Randall Library: 19 Crescent Street
- (9) Town Barn: 88 South Acton Road
- (10) Town Beach House: Pine Bluffs Swimming Beach
- (11) West School Museum: Corner of Harvard Road and Hiley Brook Road
- (12) Municipal Garage: 380 Great Road
- (13) The Council on Aging: 509 Great Road
- (14) Senior Center: 509 Great Road

** And any other public buildings designated by the Issuing Authority

DISCUSSION & POSSIBLE VOTE

One Day Liquor License

St. Isidore Church
429 Great Road

Bridgett Sadler

Saturday, January 6, 2024
from 6 p.m. to 8 p.m.

The application was circulated to appropriate staff.

Items Pending:

- Certificate of Liquor Liability Insurance
- Board of Health requirements, if any

LICENSE ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF THE TOWN OF STOW, MASSACHUSETTS
HEREBY GRANTS A

SPECIAL ONE-DAY

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

*To Be Consumed On the Premises
Per Liquor Control Act Chapter 138, Section 14*

**ST. ISIDORE CHURCH
Bridgett Sadler, Event Manager
429 Great Road, Stow, MA**

**Saturday, January 6, 2024
6:00 PM – 8:00 PM**

- All servers must be TIPS certified
- Minimum of two certified Crowd Managers
- ID checked with every drink
- Adhere to all Fire Department and Board of Health Regulations

**By order of the Select Board
This 12th day of December 2023:**

License Number: 2024-01-OneDay

The Hours during which Alcoholic Beverages may be served are from: 6 PM to 8 PM ONLY

THIS LICENSE EXPIRES JANUARY 6, 2024 AT 8:01 PM

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

SPECIAL ONE-DAY ALCOHOLIC BEVERAGES LICENSE APPLICATION

FEE: \$75.00 non-refundable



APPLICATION DATE: 12/5/23

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

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

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

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

[X] WINE/MALT ONLY

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

St. Isidore Church - Bridgett Sadler

Address: 429 Great Rd. Stow, MA 01775

Applicant's Cell: _____

Organization Phone: 978-263-4305

Applicant's Email: bridgettS@avcatholic.org

Organization Email: frjeff@avcatholic.org

1. Name of Event: Holiday Potluck Dinner

Event Date: Saturday, January 6, 2024 Rain Date: N/A

Hours of Event (from/to): 6pm - 8pm

2. Event Location (name and address): St. Isidore Church 429 Great Rd. Stow, MA

(Please attach proof of permission to use this facility, if applicable)

Where in building? Church Hall / Basement

3. Details: [X] Inside [] Outside # of People Expected: 150 Age Range: 0-99

4. Name(s) of person(s) who will be serving alcohol to guests:

Bridgett Sadler

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

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

Bartender will check IDs and serve beer or wine ~~and~~ behind a bar away from food service and guest tables.

TOWN OF STOW LIABILITY DISCLAIMER FOR SPECIAL ONE-DAY LICENSE

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

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

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

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

Signature of Applicant: Bridgett Sadler

Date: 12/15/2023

Printed Name: Bridgett Sadler

REQUIRED FORMS TO SUBMIT WITH APPLICATION:

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

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

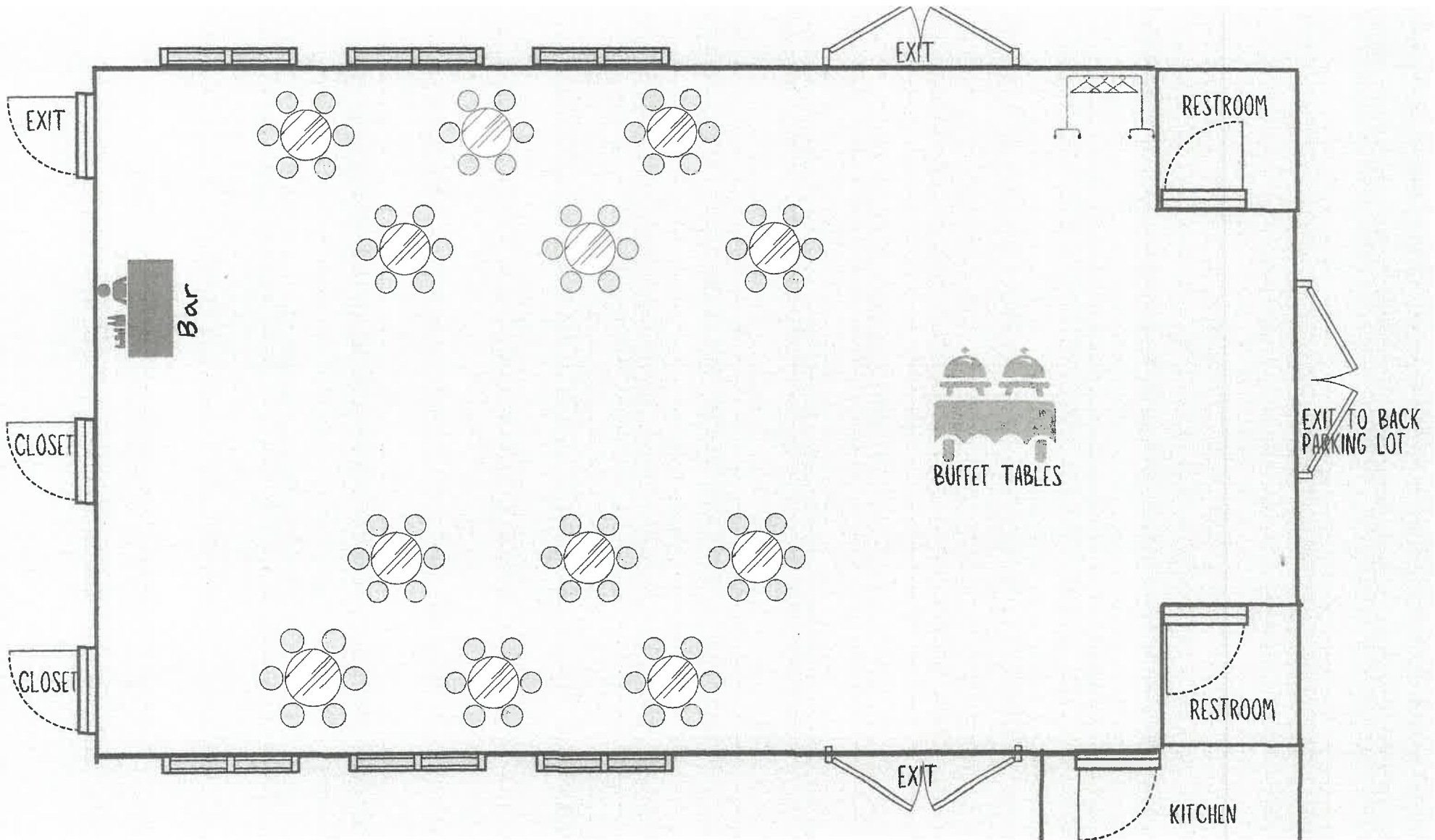
All applications must be reviewed before being placed on the Select Board's agenda.
 The Select Board usually meets the second and fourth Tuesday of each month.

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

Please note:

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

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





Holiday Rabble
Drawing
&
POTLUCK DINNER

Let's come together for a heartwarming evening filled with delicious food and good company. It's time to share the joy of the holiday season!

BRING A DISH TO SHARE!

TO RSVP PLEASE VISIT:

<http://avcatholic.org>

SATURDAY

6
JAN

6PM-8 PM

ST. ISIDORE CHURCH



<http://avcatholic.org>

2024 Common Virtualizer License Renewals

Delta Epsilon, Inc. DBA Stow House of Pizza

See attached documents for further details.

Documents received:

- ✓ License Renewal Form, signed
- ✓ Fee
- ✓ CORI Form with ID
- ✓ Workers Compensation Affidavit
- ✓ Workers Compensation Declaration

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF STOW SELECT BOARD

THIS IS TO CERTIFY THAT
DELTA EPSILON, INC. d/b/a STOW HOUSE OF PIZZA
IS HEREBY GRANTED

A COMMON VICTUALLER'S LICENSE

in the Town of Stow at 156 Great Road and at that place only and expires March 31, 2024, unless sooner suspended or revoked for violation of the laws of the Commonwealth of Massachusetts respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws, Chapter 140, and amendments thereto.

Approved by the Select Board:

Year: 2024
Fee: \$40.00
Issued: 12/12/2023
License # 14

**POST THIS LICENSE IN A CONSPICUOUS PLACE
THIS LICENSE MAY NOT BE SOLD, ASSIGNED, OR TRANSFERRED**

*RECOMMENDED by the
TOWN ADMINISTRATOR*

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF STOW SELECT BOARD

THIS IS TO CERTIFY THAT
DELTA EPSILON, INC. d/b/a STOW HOUSE OF PIZZA
IS HEREBY GRANTED

A COMMON VICTUALLER'S LICENSE

in the Town of Stow at 156 Great Road and at that place only and expires December 31, 2024, unless sooner suspended or revoked for violation of the laws of the Commonwealth of Massachusetts respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws, Chapter 140, and amendments thereto.

Approved by the Select Board:

Year: 2024
Fee: \$40.00
Issued: 12/12/2023
License # 14

**POST THIS LICENSE IN A CONSPICUOUS PLACE
THIS LICENSE MAY NOT BE SOLD, ASSIGNED, OR TRANSFERRED**



Stow Select Board
 380 Great Road, Stow, MA 01775
 978-897-4515 | www.stow-ma.gov

COMMON VICTUALER LICENSE APPLICATION / RENEWAL
please print all information clearly

Business Information:

Stow House of Pizza
 Business name DBA (if applicable)

156 Great Rd Stow, MA, 01775
 Business address (Street and Number)

978-897-0704
 Business Telephone Email address

Dionisios Asprogiannis
 Name of Manager Cell Number

Owner Information (if different from above):

Kostas Asprogiannis
 Owner name Telephone number

18 Field St
 Owner address (Street and Number) Maynard, MA, 01754
City, State, Zip

Type of Establishment (check one):

Restaurant Coffee Shop Other describe "other": Pizza

Seating capacity 18 Days & Hours of Operation: 11-9

Holder of Liquor License: Yes No

*For new applicants and/or those also holding a Liquor License: Applicants must provide a copy of inspection certificates from the Building Inspector, Health Agent, and Fire Department before receiving their license.
 For new applicants: provide a copy of your Business Certificate issued by the Town Clerk.*

0433 ... 67518
 Taxpayer Identification Number -- or -- Social Security Number

I certify under the pains and penalties of perjury that the information I have given is true to the best of my knowledge and belief, and pursuant to MGL Ch.40 §57, I have no unpaid taxes or fees due to the Town of Stow, and pursuant to MGL Ch. 62C §49A, I have filed all state tax returns and paid all state taxes required by law.

[Signature]
 Signature of Applicant

11/16/23
 Date

 Signature of Corporate Officer (if a Corporation)

 Date

Any misrepresentation on this application may be cause for revocation by the Licensing Authority.



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

To: Select Board

From: Denise M. Dembkoski, Town Administrator

Re: Stow House of Pizza

Date: December 6, 2023

I am recommending the Select Board approve a 3-month Common Victualler License for Stow House of Pizza. Stow House has been in violation of their Special Permit through the Planning Board and has fines levied against them. After many attempts to meet with them to address this situation, I finally had an opportunity to speak with their engineer on Tuesday, the 5th.

Legally we can withhold their license to serve food due to the outstanding fines, but our desire is not to jeopardize their business, nor collect the fees, we just want them to be in compliance with their Special Permit.

After speaking with the engineer, Rich Harrington, I am respectfully asking the Board to grant a 3-month period for Stow House to come into compliance with the Planning Board. Should that not happen, we would schedule a formal public hearing to discuss the status of their CV license in regards to the special permit fines.

Representatives from Stow House are scheduled to be on our meeting tonight. I would encourage the Board to relay how important it is that they bring their site into compliance. This has been an on-going issue for a few years and it needs to be resolved.

Denise Dembkoski

From: Denise Dembkoski
Sent: Tuesday, December 5, 2023 4:02 PM
To: Richard J. Harrington
Cc: Valerie Oorthuys; Dionisios Asprogiannis
Subject: RE: Attendance Needed at Select Board Meeting December 12, 2023

Hello Rich,

We do have the licenses scheduled for early on in the meeting, but there's no specific time. I would expect the matter to be done well before 8pm, but there are no guarantees.

Based on our conversation today, I will ask my Board to renew Stow House's Common Victualler License for 3 months until the end of March to allow the special permit to be brought into compliance. However, if during that three month time, there is no progress on the matter, they will call a formal public hearing to discuss the status of the future of the license.

Our goal is to work with the Asprogiannis family. We do not want to impact their license and our goal is not to collect on the fines, we just want the permit brought into compliance. Unfortunately, after months of being unresponsive, we had no choice than to take this route.

I cannot stress the importance of getting this done by the end of March. In all candor Rich, if you are not able to devote the time needed to produce a CAD designed Site Plan, you should consider recommending another firm who can get this project finished.

Please keep us posted on the status of the permit and reach out with any questions you may have.

Very truly yours,

Denise

Denise M. Dembkoski
Town Administrator

From: Valerie Oorthuys <planning@stow-ma.gov>
Sent: Tuesday, December 5, 2023 2:17 PM
To: Richard J. Harrington <rjharrington4@gmail.com>; Dionisios Asprogiannis <asprogiannis1@icloud.com>; phabekorn@stow-ma.gov; Denise Dembkoski <townadministrator@stow-ma.gov>
Subject: RE: Attendance Needed at Select Board Meeting December 12, 2023

Hi Rich,

Thank you for taking the time to come in to discuss Stow House of Pizza. I'm writing to recap a few items covered this morning. It is in your clients' best interest to attend next week's Select Board meeting regarding the renewal of the Common Victualler license. As stated in the meeting, from the Planning Board's perspective the first step is to come into compliance with the existing Special Permit for the site, which will require providing an updated Site Plan to the Planning Board in accordance with the decisions of June 2, 2021 and June 27, 2023. After a modified Site Plan is approved by the Planning Board and all conditions of the permit met, our office would allow the site work to commence. Please note there may be other approvals required from other Departments prior to construction. Once the site work is complete

and in compliance with the Special Permits, we will be happy to discuss further expansion or site work your client would like to take on.

Please let me know if there are any questions.
Thank you,
Valerie

From: Richard J. Harrington <rjharrington4@gmail.com>
Sent: Tuesday, December 5, 2023 11:33 AM
To: Dionisios Asprogiannis <asprogiannis1@icloud.com>; phabekorn@stow-ma.gov; Denise Dembkoski <townadministrator@stow-ma.gov>; Valerie Oorthuys <planning@stow-ma.gov>
Subject: Re: Attendance Needed at Select Board Meeting December 12, 2023

Hello Denise & Phoebe,

It was a pleasure meeting both of you this morning to discuss the upcoming Select Board Meeting beginning at 7pm on the 12th.

In regards to the Agenda time slot, is it possible to be heard right at 7pm?. The reason being is that I also have a meeting with the Concord PB for an affordable housing project on the same night. This way, I can request a later time with the Concord PB for 8pm.

On Tue, Dec 5, 2023 at 10:16 AM Richard J. Harrington <rjharrington4@gmail.com> wrote:

Hello Denise,

The purpose of this email is to request a meeting with your office, for this week, prior to the Select Board on the 12th, to review and discuss the attached photos and most recent mitigation plan presented to the PB following the adoption of the Lower Village District regulations. As can be observed from the photos, there has been no interruption of the use and availability of the paved parking spaces to serve the pizza shop, in-front of the building. The spaces have been in existence since a Site Plan from 1986.

Regards,

On Mon, Dec 4, 2023 at 12:05 PM Dionisios Asprogiannis <asprogiannis1@icloud.com> wrote:

Sent from my iPhone

Begin forwarded message:

From: Phoebe Haberkorn <phaberkorn@stow-ma.gov>
Date: December 4, 2023 at 11:30:29 AM EST
To: Dionisios Asprogiannis <asprogiannis1@icloud.com>
Cc: Denise Dembkoski <townadministrator@stow-ma.gov>
Subject: Attendance Needed at Select Board Meeting December 12, 2023

Prior attempts to reach you have been unsuccessful (email from the Town Administrator on 10/4/2023, and mailed letter from the Town Administrator on 10/12/2023) Therefore, the Select Board request your attendance at their meeting on Tuesday, December 12, 2023, at 7pm to discuss the status of Stow House of Pizza's Common Victualler License with regards to the

Denise Dembkoski

From: Phoebe Haberkorn
Sent: Monday, December 4, 2023 11:30 AM
To: Dionisios Asprogiannis
Cc: Denise Dembkoski
Subject: Attendance Needed at Select Board Meeting December 12, 2023

Prior attempts to reach you have been unsuccessful (email from the Town Administrator on 10/4/2023, and mailed letter from the Town Administrator on 10/12/2023) Therefore, the Select Board request your attendance at their meeting on Tuesday, December 12, 2023, at 7pm to discuss the status of Stow House of Pizza's Common Victualler License with regards to the outstanding balance you owe the town for the violations of your Special Permit with the Planning Board. Should the Select Board not renew your CV license, you will be unable to serve food after January 1, 2024.

Your attendance at this meeting is imperative. Attendance may be in-person, at 380 Great Road, 2nd Floor Meeting Room or virtually via Zoom at <https://us06web.zoom.us/j/84431870752?pwd=M1RDcnFaU2ZUMEhtQkRxUW41WUI4Zz09>

If you have any questions, please let me know.

Very truly yours,

Denise

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

** Please be advised, my updated work schedule is Monday thru Thursday. **

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[Follow us on Twitter](#)

Denise Dembkoski

From: Denise Dembkoski
Sent: Wednesday, October 4, 2023 3:12 PM
To: asprogiannis1@icloud.com
Subject: Violations of the Special Permits

Good Afternoon Kostas and Dennis Asprogiannis,

I am writing in response to the continued violations of the Special Permits dated June 2, 2021 and June 27, 2023 at 148-156 Great Road. The Planning Board has granted extensions to the deadline of the submittal of a Site Plan in accordance with those permits, the most recent of which passed on August 31, 2023.

While the Building Commissioner continues to issue fines related to these violations, it is in our shared interest to offer any assistance to bring your site into compliance. With that goal in mind, I would like to invite you to a meeting to discuss your plans for achieving compliance with the Town.

Please let me know when in the next two weeks you are both available to discuss with myself, Frank Ramsbottom, Valerie Oorthuys, and Karen Kelleher.

If you have any questions please let me know. Otherwise, I look forward to hearing from you regarding your availability to meet.

Thank you.

Very truly yours,

Denise

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

** Please be advised, my updated work schedule is Monday thru Thursday. **

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[Follow us on Twitter](#)



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

October 12, 2023

Kostas and Dennis Asprogiannis
Stow House of Pizza
156 Great Road
Stow, MA 01775

Dear Kostas and Dennis Asprogiannis,

I am sending this letter, as attempts to reach you via email have been unsuccessful. I am writing in response to the continued violations of the Special Permits dated June 2, 2021, and June 27, 2023, at 148-156 Great Road. The Planning Board has granted extensions to the deadline of the submittal of a Site Plan in accordance with those permits, the most recent of which passed on August 31, 2023.

While the Building Commissioner continues to issue fines related to these violations, it is in our shared interest to offer any assistance to bring your site into compliance. With that goal in mind, I would like to invite you to a meeting to discuss your plans for achieving compliance with the Town.

Please let me know when in the next two weeks you are both available to discuss this matter with myself, Frank Ramsbottom, Valerie Oorthuys, and Karen Kelleher. If we do not hear from you, we will have to schedule a public meeting before the Select Board, as the local licensing authority.

If you have any questions please let me know. Otherwise, I look forward to hearing from you regarding your availability to meet. I can be reached at 978-897-2927 or townadministrator@stow-ma.gov.

Very truly yours,

Denise M. Dembkoski
Town Administrator

Honey Pot Hill Orchards LLC

All documents have been received and reviewed, and have met all requirements:

- ✓ License Renewal Form, signed
- ✓ Fee
- ✓ CORI Form with ID
- ✓ Workers Compensation Affidavit
- ✓ Workers Compensation Declaration



Stow Select Board
380 Great Road, Stow, MA 01775
978-897-4515 | www.stow-ma.gov

NOV 29 2023

COMMON VICTUALER LICENSE APPLICATION / RENEWAL
please print all information clearly

Business Information:

Honey Pot Hill Orchards NL DBA (if applicable)

138 Sudbury Road Stow MA 01775
Business address (Street and Number)

978-897-5662-5666 chelicie@honeypothill.com
Business Telephone Email address

Chelicie Martin Cell Number

Owner Information (if different from above):

Andrew MARTIN Telephone number

101 Sudbury Road Stow MA 01775
Owner address (Street and Number) City, State, Zip

Type of Establishment (check one):

Restaurant ___ Coffee Shop ___ Other describe "other": farm

Seating capacity _____ Days & Hours of Operation: 9-6 daily july -dec

Holder of Liquor License: Yes No ___

For new applicants and/or those also holding a Liquor License: Applicants must provide a copy of inspection certificates from the Building Inspector, Health Agent, and Fire Department before receiving their license. For new applicants: provide a copy of your Business Certificate issued by the Town Clerk.

04 -- 2609391 -- or -- _____
Taxpayer Identification Number Social Security Number

I certify under the pains and penalties of perjury that the information I have given is true to the best of my knowledge and belief, and pursuant to MGL Ch.40 §57, I have no unpaid taxes or fees due to the Town of Stow, and pursuant to MGL Ch. 62C §49A, I have filed all state tax returns and paid all state taxes required by law.

Chelicie Martin 11-28-23
Signature of Applicant Date

Signature of Corporate Officer (if a Corporation) Date

Any misrepresentation on this application may be cause for revocation by the Licensing Authority.

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF STOW SELECT BOARD

THIS IS TO CERTIFY THAT
HONEY POT HILL ORCHARDS LLC
IS HEREBY GRANTED

A COMMON VICTUALLER'S LICENSE

in the Town of Stow at 138 Sudbury Road and at that place only and expires December 31, 2024, unless sooner suspended or revoked for violation of the laws of the Commonwealth of Massachusetts respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws, Chapter 140, and amendments thereto.

Approved by the Select Board:

Year: 2024
Fee: \$40.00
Issued: 12/12/2023
License # 27

**POST THIS LICENSE IN A CONSPICUOUS PLACE
THIS LICENSE MAY NOT BE SOLD, ASSIGNED, OR TRANSFERRED**

Stow Café

All documents have been received and reviewed, and have met all requirements:

- ✓ License Renewal Form, signed
- ✓ Fee
- ✓ CORI Form with ID
- ✓ Workers Compensation Affidavit
- ✓ Workers Compensation Declaration

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF STOW SELECT BOARD

THIS IS TO CERTIFY THAT
STOW CAFE
IS HEREBY GRANTED

A COMMON VICTUALLER'S LICENSE

in the Town of Stow at 118 Great Road and at that place only and expires December 31, 2024, unless sooner suspended or revoked for violation of the laws of the Commonwealth of Massachusetts respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws, Chapter 140, and amendments thereto.

Approved by the Select Board:

Year: 2024
Fee: \$40.00
Issued: 12/12/2023
License # 11

**POST THIS LICENSE IN A CONSPICUOUS PLACE
THIS LICENSE MAY NOT BE SOLD, ASSIGNED, OR TRANSFERRED**



Stow Select Board
 380 Great Road, Stow, MA 01775
 978-897-4515 | www.stow-ma.gov

NOV 20 2023

COMMON VICTUALER LICENSE APPLICATION / RENEWAL
please print all information clearly

Business Information:

STOW CAFE
 Business name DBA (if applicable)

118 Great Rd
 Business address (Street and Number)

978 897 9330 STOWCAFE@AOL.COM
 Business Telephone Email address

MAXIMIANO FERNANDES _____
 Name of Manager Cell Number

Owner Information (if different from above):

 Owner name Telephone number

 Owner address (Street and Number) City, State, Zip

Type of Establishment (check one):

Restaurant Coffee Shop _____ Other _____ describe "other": _____

Seating capacity 45 Days & Hours of Operation: 7 DAYS 7AM to 2PM

Holder of Liquor License: Yes _____ No

For new applicants and/or those also holding a Liquor License: Applicants must provide a copy of inspection certificates from the Building Inspector, Health Agent, and Fire Department before receiving their license.
For new applicants: provide a copy of your Business Certificate issued by the Town Clerk.

88 --- 2361019 _____
 Taxpayer Identification Number -- or -- Social Security Number

I certify under the pains and penalties of perjury that the information I have given is true to the best of my knowledge and belief, and pursuant to MGL Ch.40 §57, I have no unpaid taxes or fees due to the Town of Stow, and pursuant to MGL Ch. 62C §49A, I have filed all state tax returns and paid all state taxes required by law.

[Signature] _____ 11/25/23
 Signature of Applicant Date

 Signature of Corporate Officer (if a Corporation) Date

Any misrepresentation on this application may be cause for revocation by the Licensing Authority.

2024 Class II License Renewals

Great Road Fuels, Inc.

All documents have been received and reviewed, and these have met all requirements:

- ✓ License Renewal Form, signed
- ✓ Fee
- ✓ \$25K bond
- ✓ Access to Repairs
- ✓ CORI Form
- ✓ Workers Compensation Affidavit
- ✓ Workers Compensation Declaration

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF STOW

This is to Certify that



**GREAT ROAD FUELS INC
368 GREAT ROAD
STOW, MA**

IS HEREBY GRANTED A
**USED CAR DEALER'S LICENSE – CLASS II
TO BUY AND SELL SECOND-HAND MOTOR VEHICLES**

In accordance with the provisions of Chapter 140 of the General Laws with amendments thereto **Great Road Fuels Inc.** is licensed to buy and sell second-hand motor vehicles at **368 Great Road, Stow, MA 01775** on premises described as follows:

EXTRACTS FROM GENERAL LAWS, CHAPTER 140, AS AMENDED

Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license; provided, however, that such person maintains or demonstrates access to repair facilities sufficient to enable him to satisfy the warranty repair obligations imposed by section seven N1/4 of chapter ninety. A used car dealer shall remain liable for all warranty repairs made and other obligations imposed by said section seven N1/4 of said chapter ninety. The registrar of motor vehicles shall promulgate rules and regulations defining sufficient repair facilities for the holder of a used car dealer's license. Also see section 57 and 59.

Conditions:

No more than 3 (three) vehicles on site for sale at any one time;
No advertising

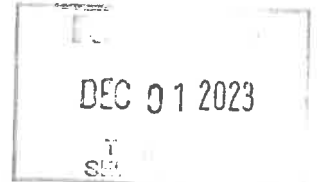
By order of the Select Board
this 12th day of December 2023.

License # 2024-22

THIS LICENSE EXPIRES JANUARY 1, 2025
THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES

THE COMMONWEALTH OF MASSACHUSETTS
Town of Stow

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE OR
ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF



I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a Class I, Class II, Class III (circle one) license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? GREAT ROAD FUELS INC

368 Great Road
Stow, MA 01775

Business address of concern: _____

Phone number: 978-8976902 Email: GREATROADFO@GMAIL.COM

2. Is the above concerned an individual, co partnership, an association or a corporation? YES

3. If an individual, state full name and residential address:

RUBENS DOS SANTOS 22 GROVE HILL RD C-2 STOW MA 01775

4. If a co-partnership, state full names and residential addresses of the persons composing it:

Name	Address	City, State, Zip
<u>RUBENS DOS SANTOS</u>	<u>22 GROVE HILL RD C-2</u>	<u>STOW MA 01775</u>

5. If an association or a corporation, state full names and residential addresses and title of the principal officers:

Title	Name	Address	City, State, Zip
President:	<u>RUBENS DOS SANTOS</u>	<u>22 GROVE HILL RD</u>	<u>STOW, MA</u>
Treasurer:	<u>RUBENS DOS SANTOS</u>	<u>22 GROVE HILL RD</u>	<u>01775</u>
Secretary:	<u>RUBENS DOS SANTOS</u>	<u>C-2</u>	<u>01775</u>

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? YES

If so, is your principal business the buying and selling of second hand motor vehicles? YES

Is your principal business that of a motor vehicle junk dealer? NO

7. Give a complete description of all the premises to be used for the purpose of carrying on the business:

SELL GAS, INSPECTION MA STICKER, CAR REPAIR

8. Are you a recognized agent of a motor vehicle manufacturer? YES ^{RS}

If so, state name of manufacturer: _____

9. Have you a signed contract as required by Section 58, Class I? NO

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof?

If so, what city or town? NO

Did you receive a license? NO For what year? NO

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? NO

12. Is this your principal business? YES

13. Do you have repair facilities on the premise? NO

If not, do you have access to repair facilities sufficient to enable you to satisfy the warranty repair obligations of the so-called "Lemon Law"? NO

Provide Name, address and telephone number of the facility that will do repairs.

14. Will you be selling and storing vehicles on the premise? NO

If not, where will the vehicles be stored? NO

15. Will you be selling to the public or just to other car dealers? NO

***Please provide a copy of a bond or equivalent proof of financial responsibility.**

*In accordance with MGL, Chapter 140, §58(c)(1) a used car dealer must obtain a bond, or equivalent proof of financial responsibility ..., and continue in effect a surety bond or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority in the amount of \$25,000 executed by a surety company authorized by the insurance department to transact business in the commonwealth.

Sign your name in full

RUBENS DOS SANTOS

Duly authorized to represent the concern herein mentioned

Residence

22 GROVE Hill Rd C-2 STOW MA 01775

Important

EVERY QUESTION MUST BE ANSWERED WITH FULL INFORMATION, AND FALSE STATEMENTS HEREIN MAY RESULT IN THE REJECTION OF YOUR APPLICATION OR THE SUBSEQUENT REVOCATION OF YOUR LICENSE IF ISSUED

Note: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)

2024 Liquor License Renewals

Town of Stow, Massachusetts
Regulations Governing the Sale of Alcoholic Beverages

Restaurants: Liquor may be sold or served between the hours of 8:00 A.M. and 1:00 A.M. the following day.

Exceptions:

- On Saturdays, no liquor may be sold or served after the hour of 1:00 A.M. of the following Sunday.
- On Sundays, liquor may be sold or served between the hours of 10:00 A.M. and 1:00 A.M. of the following day.
- Liquor may be sold or served on all holidays between the hours of 8:00 A.M. and 1:00 A.M. of the following day, except on Memorial Day and Christmas Day. Liquor may be sold only between the hours of 12:00 noon and 1:00 A.M. of the following day on Memorial Day and Christmas Day.
- On December 31, sales or service may continue until 2:00 A.M. January 1 provided New Year's Day falls on a secular day. However, if January 1 falls on a Sunday, sales or service may continue only until 1:00 A.M.
- On July 3, sales or service may continue until 2:00 A.M. July 4. However, if July 4 falls on a Sunday, sales or service may continue only until 1:00 A.M.
- On Election Day and Primary Day, license holders may open and close at the regular hours.
- All liquor shall be removed from the tables and bars and disposed of within thirty (30) minutes after closing hour.

Package Stores: Monday through Saturday, stores may not open earlier than 8:00 A.M. and may not remain open later than 11:00 P.M. Stores may open at 10:00 A.M. on Sundays, per Acts of 2014, Chapter 182.

Exceptions:

- May remain open until 11:30 P.M. on any business day which immediately precedes a holiday.
- May be open the usual hours on all holidays except Memorial Day, Thanksgiving, and Christmas Day, on which days stores must remain closed all day.
- On Election Day and Primary Day, stores may open and close at the regular hours.

All Businesses: All outside sign lights must be extinguished at the closing hour. Your cooperation is requested as failure to comply with the above regulations may mean the suspension or revocation of your license.

STOW BOARD OF SELECTMEN
October 2014

RENEWAL CERTIFICATION 2024

CITY/TOWN: STOW

A. LICENSEES WHO FAILED TO RENEW FOR 2024:

LICENSE #:	LICENSEE CORPORATE NAME AND ADDRESS:
00015-RS-1246	The Airfield Cafe Inc., 302 Boxboro Road, Stow, MA 01775

B. LICENSEES DISAPPROVED BY THE CITY/TOWN FOR 2024:

LICENSE #:	LICENSEE CORPORATE NAME AND ADDRESS:

We hereby certify that the premises described in 2024 renewal applications for the above mentioned municipality are now occupied, used, or controlled by the licensee and will be on January 1, 2024. The renewal applications have been approved by the Local Licensing Authorities and forwarded to the ABCC.

The Local Licensing Authorities

J. Melone & Sons, Inc. DBA Stowaway Golf Course

All documents have been received and reviewed:

- ✓ ABCC 2024 Retail License Renewal Form
- ✓ Fee
- ✓ CORI Form with ID
- ✓ TIPS Certification
- ✓ Workers Compensation Affidavit
- ✓ Workers Compensation Declaration

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LICENSE ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF

The...TOWN...of...STOW.....

MASSACHUSETTS

HEREBY GRANTS A

GENERAL ON PREMISE LICENSE

License to Expose, Keep for Sale, and to Sell

Wines and Malt Beverages

To Be Drunk On the Premises

To J. Melone & Sons, Inc.....

d/b/a Stowaway Golf Course.....

on the following described premises

20' x 40' building, consisting of one room on one floor.....

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31st, 20.24..., unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this...twelfth.....day of...December.....20 23.....

The Hours during which Alcoholic Beverages may be sold are

From See attached.....

Town of Stow Regulations.....

Governing the Sale of Alcoholic.....

Beverages dated October 2014.....

License# 00004-RS-1246

Select Board

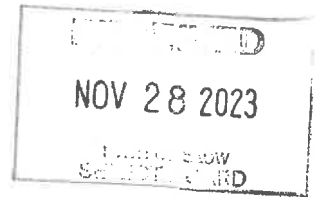
LICENSING BOARD

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



Jean M. Lorizio, Esq.
Commission Chairman

**Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358**



**2024
Retail License Renewal**

License Number: 00004-RS-1246	Municipality: STOW
License Name : J Melone And Sons Inc	License Class: Annual
DBA : Stowaway Golf Course	License Type: Restaurant
Premise Address: 121 White Pond Road Stow, MA 01775	License Category: Wines and Malt
Manager: Peter Melone	

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Peter E. Melone

Signature

November, 20, 2023

Peter E. Melone

Printed Name

Owner- Manager

Title

Additional Information:

[Empty box for additional information]

Please complete and return this form to the Local Licensing Authority.



TELEPHONE: (617)727-3040

FAX: (617)727-1258

<http://www.mass.gov/aboc>

29 Culinary LLC

DBA Nan's Market

All documents have been received and reviewed,
and have met all requirements:

- ✓ ABCC 2024 License Renewal Form
- ✓ Fee
- ✓ CORI Form with ID
- ✓ TIPS Certification
- ✓ Workers Compensation Affidavit
- ✓ Workers Compensation Declaration

© 2013 H&W

LICENSE ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF

The TOWN of STOW

MASSACHUSETTS

HEREBY GRANTS A

RETAIL PACKAGE GOODS STORE

License to Expose, Keep for Sale, and to Sell

Wines and Malt Beverages

Not To Be Drunk On the Premises

To 29 Culinary, LLC

d/b/a Nan's Market, 271 Great Road, Stow

on the following described premises

4200 sq.ft. retail space at 271 Great Road in Stow, MA. The space consists of

1000 sq ft retail space to house a beer and wine selection (specializing in organic and biodynamic wines). The main floor has 5 total rooms, and an upstairs office.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31st, 2024, unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this twelfth day of December 2023

The Hours during which Alcoholic Beverages may be sold are

From See attached

Town of Stow Regulations

Governing the Sale of

Alcoholic Beverages

dated October 2014.

License # 89940-PK-1246

Select Board

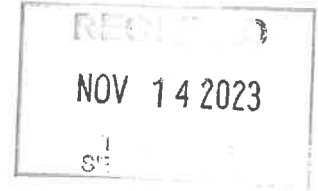
LICENSING BOARD

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



Jean M. Lorizio, Esq.
Commission Chairman

**Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358**



**2024
Retail License Renewal**

License Number: 89940-PK-1246

Municipality: STOW

License Name : 29 Culinary LLC

License Class: Annual

DBA : Nan'S Market

License Type: Package Store

Premise Address: 271 Great Road Stow, MA 01775

License Category: Wines and Malt

Manager: Jordan Mackey

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).



Signature

November, 1st 2023

Jordan Mackey

Printed Name

Managing Member

Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.



AL & BC Inc.

DBA Buscemi's Liquors of Stow

All documents have been received and reviewed,
and have met all requirements:

- ✓ ABCC 2024 Retail License Renewal Form
- ✓ Fee
- ✓ CORI Form with ID
- ✓ TIPS Certification
- ✓ Workers Compensation Affidavit
- ✓ Workers Compensation Declaration

01/20/14 GJES:KASD
All Rights Reserved

LICENSE ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF

The TOWN of STOW

MASSACHUSETTS

HEREBY GRANTS A

RETAIL PACKAGE GOODS STORE

License to Expose, Keep for Sale, and to Sell

All Kinds of Alcoholic Beverages

Not To Be Drunk On the Premises

To AL & BC, Inc

8 Hudson Road, Stow, MA

on the following described premises

2,400 sq. ft. - 1 floor - display area and storage area separated by a partial

wall, plus a 24' x 16' walk-in cooler and a bathroom

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31st, 2024, unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this twelfth day of December 20 23

The Hours during which Alcoholic Beverages may be sold are

From See attached

Town of Stow Regulations

Governing the Sale of

Alcoholic Beverages

dated October 2014.

License # 00006-PK-1246

Select Board

LICENSING BOARD

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



Jean M. Lorizio, Esq.
Commission Chairman

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

NOV 29 2023

2024
Retail License Renewal

License Number: 90017-PK-1246

Municipality: STOW

License Name : AL & BC Inc.

License Class: Annual

DBA : *Buscemi's Liquors of Stow*

License Type: Package Store

Premise Address: 8 Hudson Road Stow, MA 01775

License Category: All Alcoholic Beverages

Manager: Anthony L. Buscemi

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Anthony Buscemi
Signature

Anthony Buscemi
Printed Name

November, 24th, 2023

owner
Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.

Fourth & Field, LLC

All documents have been received and reviewed, and have met all requirements:

- ✓ ABCC 2024 Retail License Renewal Form
- ✓ Fee
- ✓ CORI Form with ID
- ✓ TIPS Certification
- ✓ Workers Compensation Affidavit
- ✓ Workers Compensation Declaration

**LICENSE
ALCOHOLIC BEVERAGES
THE LICENSING BOARD OF**

The TOWN of STOW

**MASSACHUSETTS
HEREBY GRANTS A**

**GENERAL ON PREMISE LICENSE
License to Expose, Keep for Sale, and to Sell
All Kinds of Alcoholic Beverages
To Be Drunk On the Premises**

To Fourth & Field, LLC
302 Boxboro Road

on the following described premises

Restaurant is one level with 2 main rooms, one with a bar and tables and one
with all tables overlooking Minuteman Airfield. There is an outdoor seating
patio, terrace, and function tent area where food and beverages may be served.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31st, 20.24..., unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this twelfth day of December 20 23

The Hours during which Alcoholic Beverages may be sold are

From See attached
Town of Stow Regulations
Governing the Sale of Alcoholic
Beverages dated October 2014

License# 07740-RS-1246

Select Board

LICENSING BOARD

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

THE COMMONWEALTH OF MASSACHUSETTS
ALCOHOLIC BEVERAGES CONTROL COMMISSION

95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

NOV 29 2023

Retail License Renewal

Renewal For (Year)

License Number	<input type="text" value="07740-RS-1246"/>	Municipality	<input type="text" value="Stow, MA"/>
License Name	<input type="text" value="Fourth Field, LLC"/>	License Class	<input type="text" value="On-Premise-12"/>
DBA	<input type="text" value="Fourth Field, LLC"/>	License Type	<input type="text" value="S12 Restaurant"/>
Premises Address	<input type="text" value="302 BOXBOLD ROAD, STOW MA"/>	License Category	<input type="text" value="All Alcoholic Beverages"/>
Manager Name	<input type="text" value="Melissa Simon"/>		

I hereby certify and under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type and category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Signature of Authorized Party

Date

Printed Name of Signer

Email Address

Please complete and return this form to the Local Licensing Authority.

Additional Information / Corrections

Honey Pot Hill Orchards LLC

All documents have been received and reviewed, and have met all requirements:

- ✓ ABCC 2024 License Renewal Form
- ✓ Fee
- ✓ CORI Form with ID
- ✓ TIPS Certification
- ✓ Workers Compensation Affidavit
- ✓ Workers Compensation Declaration

LICENSE ALCOHOLIC BEVERAGES



THE LICENSING BOARD OF
THE TOWN OF STOW
MASSACHUSETTS

HEREBY GRANTS A

FARMER WINERY POURING PERMIT

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

To Be Consumed On the Premises

HONEY POT HILL ORCHARDS LLC
Chelcie Martin, Manager
138 Sudbury Road, Stow, MA

On the following described premises: 40 x 60 Tented area with a 13,500 sq. ft. outdoor area. The entire area will be roped off with one entrance and one exit. The licensed area will be on parcel 12-2.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 Section 19C(n) of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires **December 31, 2024**, unless earlier suspended, cancelled or revoked. The hours during which Alcoholic Beverages may be sold are under Chapter 138, Section 15. Also see rules and regulations and amendments thereto of the Stow Licensing Authority.

By order of the Select Board
this 12th day of December 2023.

License Number: 06129-PP-1246

The Hours during which Alcoholic Beverages may be sold are from:

July & August on Fridays and Saturdays from 11am to 8:30pm; September through November on Saturdays, Sundays, and Columbus Day from 11am to 7pm.

THIS LICENSE EXPIRES DECEMBER 31, 2024

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



Jean M. Lorizio, Esq.
Commission Chairman

**Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358**

**2024
Retail License Renewal**

License Number: 06129-PP-1246

Municipality: STOW

License Name : HONEY POT HILL ORCHARDS LLC

License Class: Annual

DBA :

License Type: Farmer Series Pouring Permit - 19H

Premise Address: 138 Sudbury Road Stow, MA 01775

License Category: Wines and Malt

Manager: Chelcie Martin

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Chelcie Martin
Signature

November, 6 2023

Chelcie Martin
Printed Name

Secretary
Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.



J. Salamone Enterprises, Inc. DBA Russell's Convenience Store

All documents have been received and reviewed, and have met all requirements:

- ✓ ABCC 2024 Retail License Renewal Form
- ✓ Fee
- ✓ CORI Form with ID
- ✓ TIPS Certification
- ✓ Workers Compensation Affidavit
- ✓ Workers Compensation Declaration

GOES 383

LICENSE ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF

The TOWN of STOW

MASSACHUSETTS

HEREBY GRANTS A

RETAIL PACKAGE GOODS STORE

License to Expose, Keep for Sale, and to Sell

Wines and Malt Beverages

Not To Be Drunk On the Premises

To J. Salamone Enterprises, Inc.

d/b/a Russell's Convenience Store

on the following described premises

40' x 60' concrete block building, Front door entrance, back exit (R) side rear

One floor level and basement

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31st, 2024, unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this twelfth day of December 2023

The Hours during which Alcoholic Beverages may be sold are

From See attached

Town of Stow Regulations

Governing the Sale of

Alcoholic Beverages

dated October 2014.

License # 88875-PK-1246

Select Board

LICENSING BOARD

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



Jean M. Lorizio, Esq.
Commission Chairman

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

NOV 29 2023

2024
Retail License Renewal

License Number: 88875-PK-1246 Municipality: STOW
License Name : J. Salamone Enterprises, Inc. License Class: Annual
DBA : Russell'S Convenience Store License Type: Package Store
Premise Address: 390 Great Road Stow, MA 01775 License Category: Wines and Malt
Manager: Jamie Peter Salamone

I hereby certify and swear under penalties of perjury that:

- 1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
- 2. The renewed license is of the same class, type, category as listed above;
- 3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
- 4. The premises are now open for business (if not, explain below).

Jamie Salamone
Signature

Jamie Salamone
Printed Name

November, 27, 2023
CEO
Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.



Nickrosz Spirits, Inc. DBA Colonial Spirits of Stow

All documents have been received and reviewed,
and have met all requirements:

- ✓ ABCC 2024 Retail License Renewal Form
- ✓ Fee
- ✓ CORI Form with ID
- ✓ TIPS Certification
- ✓ Workers Compensation Affidavit
- ✓ Workers Compensation Declaration

LICENSE ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF

The.....TOWN.....of.....STOW.....

MASSACHUSETTS

HEREBY GRANTS A

RETAIL PACKAGE GOODS STORE

License to Expose, Keep for Sale, and to Sell

All Kinds of Alcoholic Beverages

Not To Be Drunk On the Premises

To. Nickrosz Spirits, Inc.
.....
d/b/a Colonial Spirits of Stow
.....

on the following described premises
Stow Shopping Center: One customer entrance and sales room in front,
.....
delivery entrance and storeroom in rear, adjacent to Shaw's Market
.....

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31st, 20.24..., unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this.....twelfth.....day of December.....20.23

The Hours during which Alcoholic Beverages may be sold are
From See attached.....
Town of Stow Regulations
Governing the Sale of
Alcoholic Beverages
dated October 2014.
.....

License # 00005-PK-1246

Select Board

LICENSING BOARD

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



Jean M. Lorizio, Esq.
Commission Chairman

**Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358**

NOV 21 2023

**2024
Retail License Renewal**

License Number: 00005-PK-1246

Municipality: STOW

License Name : Nickrosz Spirits Inc.

License Class: Annual

DBA : Colonial Spirits Of Stow

License Type: Package Store

Premise Address: 117 Great Road Stow, MA 01775

License Category: All Alcoholic Beverages

Manager: Mary Lou Terreri

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Mary Lou Terreri
Signature

MARY LOU TERRERI
Printed Name

November, 21, 2023

Store Manager
Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.



Red River Rock, Inc. DBA Red Ginger Restaurant

All documents have been received and reviewed, and have met all requirements:

- ✓ ABCC 2024 Retail License Renewal Form
- ✓ Fee
- ✓ CORI Form with ID
- ✓ TIPS Certification
- ✓ Workers Compensation Affidavit
- ✓ Workers Compensation Declaration

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LICENSE
ALCOHOLIC BEVERAGES
THE LICENSING BOARD OF

The TOWN of STOW

MASSACHUSETTS
HEREBY GRANTS A

GENERAL ON PREMISE LICENSE
License to Expose, Keep for Sale, and to Sell
All Kinds of Alcoholic Beverages
To Be Drunk On the Premises

To Red River Rock, Inc
d/b/a Red Ginger Restaurant

on the following described premises
First floor consisting of approximately 5,275 sq. ft. containing a dining room
and kitchen area. Entrance in front and egress in rear of building.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 188 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31st, 20.24..., unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this twelfth day of December 20 23

The Hours during which Alcoholic Beverages may be sold are

From See attached
Town of Stow Regulations
Governing the Sale of Alcoholic
Beverages dated October 2014

License# 03610-RS-1246

Select Board

LICENSING BOARD

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



Jean M. Lorizio, Esq.
Commission Chairman

**Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358**

NOV 14 2023

**2024
Retail License Renewal**

License Number: 03610-RS-1246	Municipality: STOW
License Name : Red River Rock, Inc.	License Class: Annual
DBA : Red Ginger Restaurant	License Type: Restaurant
Premise Address: 117 Great Road Stow, MA 01775	License Category: All Alcoholic Beverages
Manager: Rong Bin Zeng	

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Rong Bin Zeng
Signature

RONG BIN ZENG
Printed Name

November, 13th 2023
President
Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.

Robert Page III, LLC

DBA Butternut Farm Gold Club

All documents have been received and reviewed, and have met all requirements:

- ✓ ABCC 2024 Retail License Renewal Form
- ✓ Fee
- ✓ CORI Form with ID
- ✓ TIPS Certification
- ✓ Workers Compensation Affidavit
- ✓ Workers Compensation Declaration

**LICENSE
ALCOHOLIC BEVERAGES
THE LICENSING BOARD OF**

The...TOWN...of...STOW.....

**MASSACHUSETTS
HEREBY GRANTS A**

**GENERAL ON PREMISE LICENSE
License to Expose, Keep for Sale, and to Sell
All Kinds of Alcoholic Beverages
To Be Drunk On the Premises**

To...Robert Page III LLC.....
d/b/a Butternut Farm Golf Club.....

on the following described premises
Two - story clubhouse, located on a golf course. First floor grill room bar,
second floor function bar.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31st, 20.24..., unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this...twelfth.....day of...December..... 20.23....

The Hours during which Alcoholic Beverages may be sold are

From See attached
Town of Stow Regulations
Governing the Sale of Alcoholic Beverages dated October 2014

License# 00009-GP-1246

Select Board

LICENSING BOARD

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



Jean M. Lorizio, Esq.
Commission Chairman

**Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358**

**2024
Retail License Renewal**

License Number: 00009-GP-1246

Municipality: STOW

License Name : Robert Page Iii LLC

License Class: Annual

DBA : Butternut Farm Golf Club

License Type: General On-Premises

Premise Address: 115 Wheeler Road Stow, MA 01775

License Category: All Alcoholic Beverages

Manager: Robert Page

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Robert Page III
Signature

Robert Page III
Printed Name

November, 11, 7, 2023

OWNER
Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.



Stow Food & Beverage LLC DBA Stow Acres Country Club

All documents have been received and reviewed, and have met all requirements:

- ✓ ABCC 2024 Retail License Renewal Form
- ✓ Fee
- ✓ CORI Form with ID
- ✓ TIPS Certification
- ✓ Workers Compensation Affidavit
- ✓ Workers Compensation Declaration

**LICENSE
ALCOHOLIC BEVERAGES
THE LICENSING BOARD OF**

The TOWN of STOW

**MASSACHUSETTS
HEREBY GRANTS A**

**GENERAL ON PREMISE LICENSE
License to Expose, Keep for Sale, and to Sell
All Kinds of Alcoholic Beverages
To Be Drunk On the Premises**

To Stow Food & Beverage LLC
d/b/a Stow Acres Country Club

on the following described premises

Two-story building consisting of a total of 20,000 sq. ft. The following areas include the licensed areas:
first floor area (1,500 sq. ft.) that consists of the grill room and golfers lounge, outdoor patio (900 sq. ft.),
second floor area (4,000 sq. ft.) that consists of a function room, and the grounds of the north and south golf courses.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31st, 20.24..., unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this twelfth day of December 20 23

The Hours during which Alcoholic Beverages may be sold are

From See attached
Town of Stow Regulations
Governing the Sale of Alcoholic
Beverages dated October 2014

License# 00003-RS-1246

Select Board

LICENSING BOARD

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



Jean M. Lorizio, Esq.
Commission Chairman

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

NOV 27 2023

2024
Retail License Renewal

License Number: 00003-RS-1246

Municipality: STOW

License Name : Stow Food And Beverage LLC

License Class: Annual

DBA : Stow Acres Country Club

License Type: Restaurant

Premise Address: 58 Randall Road Stow, MA 01775

License Category: All Alcoholic Beverages

Manager: David E Carlson

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).



Signature

DAVID E CARLSON

Printed Name

November, 13, 2023

GENERAL MANAGER

Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.

Wedgewood Country Club of Stow, Inc. DBA Wedgewood Pines Country Club

All documents have been received and reviewed, and have met all requirements:

- ✓ ABCC 2024 Retail License Renewal Form
- ✓ Fee
- ✓ CORI Form with ID
- ✓ TIPS Certification
- ✓ Workers Compensation Affidavit
- ✓ Workers Compensation Declaration

LICENSE ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF

The TOWN of STOW

MASSACHUSETTS

HEREBY GRANTS A

GENERAL ON PREMISE LICENSE

License to Expose, Keep for Sale, and to Sell

All Kinds of Alcoholic Beverages

To Be Drunk On the Premises

To Wedgewood Country Club of Stow, Inc
d/b/a Wedgewood Pines Country Club

on the following described premises

18,000 sq. ft. clubhouse function hall to seat 200+ guests, offices, kitchen,
storage rooms, meeting rooms, lounge, steam and sauna rooms

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31st, 20.24., unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this twelfth day of December 20 23

The Hours during which Alcoholic Beverages may be sold are

From See attached
Town of Stow Regulations
Governing the Sale of Alcoholic
Beverages dated October 2014

License# 00013-CL-1246

Select Board

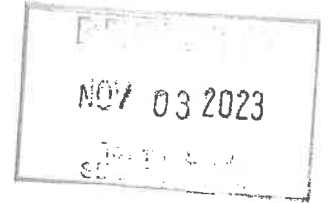
LICENSING BOARD

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



Jean M. Lorizio, Esq.
Commission Chairman

**Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358**

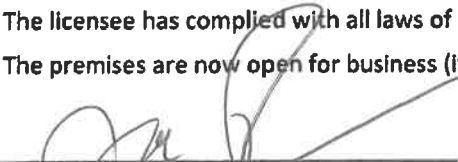


**2024
Retail License Renewal**

License Number: 00013-CL-1246	Municipality: STOW
License Name : Wedgewood Country Club Of Stow Inc	License Class: Annual
DBA : Wedgewood Pines Country Club	License Type: Club
Premise Address: 215 Harvard Road Stow, MA 01775	License Category: All Alcoholic Beverages
Manager: Joseph Pittorino	

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).



 Signature
 JOE PITTORINO

 Printed Name

November, 1, 2023

 Treasurer

 Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.



Request for Menorah Lighting from Len Golder

Denise Demboski

From: leonard golder <leonardhgolder@yahoo.com>
Sent: Thursday, December 7, 2023 12:49 PM
To: Denise Demboski
Subject: Request to being on the Dec 12 Agenda

Hi Denise

I'm requesting to be placed on the Select board agenda for it's meeting on December 12

The item I want to present is to allow a Menorah lighting at the Town Common or the Community Park for the early evening of December 14

The Menorah will be provided by a local group and the ceremony will be brief, open to the public with everyone welcome

Given the short timeline ,Hanukah ends on December 15, it's necessary to request at this meeting and I don't anticipate a large gathering

Other surrounding towns allow for Menorah lightings I think it would be appropriate for Stow to do so as well,especially given the inclusionary policy on it's web site

Len Golder

Tel 978. 875. 4241

Draft Flag Policy



Town of Stow

Flag Policy

Adopted XX

1. PURPOSE

To establish guidelines for the display of (1) flags of governments recognized by the Federal Government (2) Official U.S. Military and POW/MIA flags and (3) other flags on flag poles owned and maintained by the Town of Stow.

2. POLICY GUIDELINES

2.1 Policy

It is the policy of the Town of Stow that all flags be displayed in conformance with Federal and State policies and laws. This includes, but is not limited to, the Federal "Our Flag" publication and Massachusetts General Law Chapter 2 Section 6 and Section 6A.

2.2 Eligible Flags and Order of Precedence

Only the United States, Commonwealth of Massachusetts, and official flags of the U.S. Military and POW/MIA flags may be flown on any Town-owned flagpole. Outdoor flags will be flown on town flag poles in the following order of precedence: first, the United States flag; second, the Commonwealth of Massachusetts flag; and third, official flags of the U.S. Military and POW/MIA.

2.3 Federal, State, and Local Proclamation of Special Occasion

Flags flown on town flag poles shall be displayed in accordance with the standards referenced above in Sections 2.1 and 2.2. The President of the United States, Governor of Massachusetts, or the Select Board may order flags to be lowered to half-staff including, but not limited to flags of the United States and the Commonwealth of Massachusetts in the observance of a specific event or circumstance, or to honor the death of a Town employee killed in the line of duty.

2.4 Other Flags

The Town's flag poles are not intended to serve as a forum for free expression by the public. The only flags permitted on Town-owned flag poles are those set forth in Section 2.2., and all other flags are prohibited from being flown on any and all Town of Stow flag poles.

3. APPLICABILITY

This policy is applicable to all Town-owned flag poles.

Authorize & Sign the MIIA
Health Benefits Trust Agreement



Massachusetts Interlocal Insurance Association
3 Center Plaza, 6th Floor
Boston, MA 02110
617-426-7272 or 800-882-1498
www.emiia.org

MIIA Health Benefits Trust Agreement

Town of Stow

MIIA Health Benefits Trust**Agreement**

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MIIA Health Benefits Trust Agreement

This Massachusetts Interlocal Insurance Association, Inc., Health Benefits Trust Agreement (the "Agreement"), dated as of **July 1, 1992**, is made by and among Participating Governmental Units of the Commonwealth of Massachusetts which are now or hereafter parties signatory to this Agreement and listed in Appendix A hereof, as may be amended from time to time, and those Trustees listed in Appendix B hereof, as may be amended from time to time.

WITNESSETH:

All capitalized terms in these Recitals shall have the meanings set forth in Section 1.01 of this Agreement.

WHEREAS, certain Participating Governmental Units desire to pool together to provide health benefits to their employees and retirees by self-insuring for employee and retiree health benefits for the purpose of controlling the cost of the health benefits provided to those employees and retirees and their dependents; and

WHEREAS, Massachusetts General Laws Chapter 32B, Section 12 authorizes governmental units to pool together for the purpose of providing employee health benefits; and

WHEREAS, Contributions will be paid from time to time by Participating Governmental Units to the Trustees, which Contributions will be held by the Trustees in trust for the exclusive benefits of the Participating Governmental Units, their employees and retirees in the Trust, and from which Contributions the Trustees will pay health benefits to Subscribers and Qualified Dependents; and

WHEREAS, the Participating Governmental Units desire the Trustees to collect, receive, hold, invest, reinvest, manage, dispose of, distribute and otherwise administer the Contributions paid hereunder by each Participating Governmental Unit for Coverage and to pay health benefits to Subscribers and Qualified Dependents on behalf of each Participating Governmental Unit, and the Trustees have indicated their willingness to do so, all pursuant to the terms of this Agreement; and

WHEREAS, the Trustees and the Participating Governmental Units desire to establish the terms and conditions under which the Trust shall be operated;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged by each party, one to the other, the Participating Governmental Units do hereby give and assign in trust the sums of money paid from time to time by the Participating Governmental Units and all income and profits therefrom to the Trustees for the purposes set forth in this Agreement and the

Trustees hereby accept the trusts herein contained and the sums of money paid from time to time by the Participating Governmental Units to the Trustees for the purposes set forth in this Agreement and declare that they will administer, manage, collect, receive, dispose of and distribute such Trust property for the benefit of the Participating Governmental Units as hereinafter provided, all parties agreeing to abide by the terms and covenants contained in this Agreement, as follows:

ARTICLE I
DEFINITIONS

1.01 Definitions

The terms defined in this Section and in the preambles hereto (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Agreement and of any amendment or supplement hereto shall have the respective meanings specified in this Section 1.01 or said preambles.

"Administrator" means that person or entity employed or appointed by the Trustees to be responsible for the daily activities of the Trust.

"Agreement" means this Health Benefits Trust Agreement, as set forth herein and as amended or restated from time to time.

"Assessment" means the amount charged to Participating Governmental Units pursuant to Section 7.03 of this Agreement to satisfy any deficit in the Trust in any Trust Year.

"Contact Person" means the person designated by each Participating Governmental Unit to be responsible for contacts with the Trust in accordance with Section 3.04(e) hereof.

"Contribution" means that sum or sums of money determined by the Trustees pursuant to Section 8.01 or 8.02 hereof and charged to each Participating Governmental Unit for the coverage provided hereunder to each Subscriber of that Participating Governmental Unit. When used in this Agreement, "Contribution" shall be deemed to refer to the total Contribution payable by each Participating Governmental Unit, or to any component thereof, as the context requires.

"Coverage" means the health benefits provided to Subscribers and Qualified Dependents pursuant to and in accordance with this Agreement and the Plan Document.

"Effective Date" means the date set forth in Section 11.08 hereof.

"Entry Fee" means the fee payable by a Participating Governmental Unit upon the approval by the Board of Trustees of its Application for participation in the Trust.

"General Fund" means the fund established by the Treasurer in the name of the Trustees pursuant to Section 7.02 in which the monies of the Trust are held and managed in accordance with the terms hereof.

"Participating Governmental Unit" means any "governmental unit" as that term is defined in M. G. L. c. 32B, §2(f) which (i) has been accepted into the Trust by the Trustees, (ii) executes the Additional Signature Page to this Agreement, and (iii) pays the Entry Fee required by Section 3.03 hereof.

"Plan Document" means that document, as amended from time to time, which sets forth the health benefits available to Subscribers and Qualified Dependents as Coverage.

"Plan Year" means a fixed period of Coverage during which the Plan Document schedule of benefits is in effect. The "Plan Year" may extend for twelve (12) months or may extend for a longer or shorter period. In any event, the length of the Plan Year shall be set by the Trustees.

"Qualified Dependent" means any dependent of a Subscriber, provided the dependent is eligible for Coverage under the Plan Document and under M. G. L. c. 32B, §2(b).

"Subscriber" means any person so designated by a Participating Governmental Unit pursuant to §3.06 hereof, and who is eligible to participate in that Participating Governmental Unit's insurance program pursuant to M. G. L. c. 32B.

"Trust" means the Massachusetts Interlocal Insurance Association, Inc. Health Benefits Trust established by this Agreement.

"Trustee" means each person serving as a trustee hereunder from time to time pursuant to Article II hereof.

1.02 Interpretation

The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. Headings or titles to Articles, Sections, and other subdivisions of this Agreement are for convenience only and shall be given no effect, meaning or construction whatsoever and shall not define or limit any provision of this Agreement.

ARTICLE II
TRUSTEES

2.01 Composition of Board of Trustees

The Trust shall be administered by a Board of Trustees consisting of seven (7) members. The members of the Massachusetts Interlocal Insurance Association, Inc. ("MIIA") Board of Directors shall serve as the initial Trustees of the Trust. The Executive Director (or Acting Executive Director) of the Massachusetts Municipal Association shall at all times serve as one of the seven (7) Trustees. The term of three (3) of the other six (6) initial Trustees shall extend until the conclusion of the Annual Meeting of the Trustees next following the end of the Trust's first year of existence. The term of the remaining three (3) initial Trustees shall extend until the conclusion of the Annual Meeting next following the end of the Trust's second year of existence. Each member of said MIIA Board of Directors shall signify his or her acceptance of the responsibilities of Trustee by executing this Agreement or an additional signature page thereto.

At the Annual Meeting which follows the end of the Trust's first year of existence, the Trustees shall nominate and elect to the Board of Trustees three (3) individuals. It is the intent of this Trust that those three (3) individuals should be representatives of Participating Governmental Units who are willing and able to serve as Trustees. In the event that the Trustees are unable to find three (3) representative of Participating Governmental Units who are willing and able to serve as Trustees, the Trustees shall nominate and elect to serve as Trustees such other individuals as the Trustees deem suited for such office.

At the Annual Meeting which follows the end of the Trust's second year of existence, the Trustees shall nominate and elect as Trustees three (3) other individuals. The term of office of the Trustees (other than the initial Trustees, and other than the Executive Director (or Acting Executive Director) of the Massachusetts Municipal Association who shall serve as a permanent member of the Board of Trustees) shall be for three (3) years.

No Trustee shall be employed by or have any financial interest in any company providing services to the Trust, other than MIIA.

2.02 Chairman of the Board of Trustees

The President (or acting President) of the MIIA board of Directors shall serve as the initial Chairman (or acting Chairman) of the Trustees, thereafter the Chairman of the Board of Trustees shall be elected at the Board's Annual Meeting. The Executive Director

Town of Stow

(or Acting Executive Director) of the Massachusetts Municipal Association shall serve as Secretary of the Trustees.

2.03 Procedure for Nomination and Election of Trustees

No later than sixty (60) days prior to the Annual Meeting date scheduled by the Trustees, the Secretary shall appoint a nominating committee composed of the Chairman and two (2) other Trustees. No later than thirty (30) days prior to the Annual Meeting, the nominating committee shall mail to all Trustees a report nominating as Trustee, for each position to be filled, at least one (1) person willing and able to serve as Trustee and indicating that, if a Trustee wishes to nominate another person to serve as Trustee, such nomination must be received in writing by the Secretary at least twelve (12) days prior to the Annual Meeting. At that meeting the Trustees in attendance shall elect by ballot the Trustees from those nominated in the nominating committee's report and those nominated as aforesaid by a Trustee. The nominee(s) receiving the greatest number of votes shall be deemed elected as Trustees, shall commence their terms at the conclusion of the meeting, and shall serve for the duration of their terms and until their successors are duly elected.

2.04 Resignation of a Trustee

Any Trustee may resign by providing the Chairman of the Trustees with written notification which indicates the date upon which his or her resignation shall take effect. A Trustee's resignation from the MIA Board of Directors shall also be deemed to be a resignation as a Trustee.

2.05 Removal of a Trustee

A Trustee may be removed for cause by a two-thirds ($\frac{2}{3}$) vote of the Trustees taken at a meeting of the Trustees. No such vote shall be taken unless the subject Trustee has been provided at least one week's notice that a motion for his or her removal would be raised, along with a summary of the reasons therefor.

2.06 Substitute Trustees

In the event a Trustee resigns, is removed, or is otherwise unable to serve, the Trustees may appoint a substitute Trustee to serve until such time as a new member has been elected.

A Trustee shall, upon leaving office for any reason, forthwith turn over and deliver to the principal office of the Trust any and all records, books, documents or other property in his possession or under his control which belong to the Trust.

2.07 Committees and Task Forces

The Board of Trustees may from time to time establish one or more committees or task forces which shall serve for the period specified by the Board. The members of such a committee shall be appointed by the Secretary subject to the approval of the Board and may include individuals who are not Trustees.

The Board of Trustees may delegate to such committee or task force whatever powers and duties the Board deems appropriate excepting those powers and duties specified herein for which a two-thirds ($\frac{2}{3}$) vote of the Trustees is required.

ARTICLE III
PARTICIPATING GOVERNMENT UNITS

3.01 Eligibility

Eligibility for participation in the Trust shall be limited to Massachusetts "governmental units", as that term is defined in M. G. L. c. 32B, §2(f). In order to be eligible cities and towns must be members of the Massachusetts Municipal Association. Counties, regional school districts and other "governmental units" will be eligible if at least one member municipality holds membership in the Massachusetts Municipal Association.

3.02 Application for Participation

A governmental unit which wishes to participate in the Trust must submit an application therefor to the Board of Trustees. Such application shall be submitted in the form stipulated by the Trustees and shall include all information requested by the Trustees or by the Trust's Administrator. Said application shall be accompanied by a resolution, in substantially the form set forth in Appendix C, duly adopted by the governing body of the prospective Participating Governmental Unit.

Upon approval of the Application by the Board of Trustees and execution of this Agreement by the Participating Governmental Unit, the Participating Governmental Unit shall be bound by all terms and conditions hereof and of the Plan Document, including the payment of installments of its Contribution when due. The Participating Governmental Unit will also be required at that time to pay a one-time entry fee.

3.03 Entry Fee

A governmental unit which desires to participate in the Trust will be required to pay to the Trust a one-time Entry Fee in an amount which shall from time to time be set by

the Trustees. The Entry Fee is intended partially to defray the start-up costs associated with the development of this Trust.

3.04 Obligations, Duties and Liabilities of Participating Governmental Units

- (a) Each Participating Governmental Unit agrees to fulfill all obligations and duties established by this Agreement. The Termination or Cancellation of any Participating Governmental Unit pursuant to this Article shall not affect the obligations and duties of a Participating Governmental Unit under this Agreement.
- (b) Each Participating Governmental Unit is liable under this Agreement for the payment of contributions when due.
- (c) Each Participating Governmental Unit hereby agrees to provide appropriations for the payment of any sum assessed by the Trustees in accordance with this Agreement.
- (d) Each Participating Governmental Unit agrees that it will cooperate fully with the Administrator and any agent or employee of the Trust in relation to the purpose and powers of the Trust, including, but not limited to, underwriting matters, plan administration, cost containment and managed care. Each Participating Governmental Unit further agrees that it will communicate benefit information to Subscribers in a timely manner upon the request of the Administrator or its agent.
- (e) Each Participating Governmental Unit agrees to designate a Contact Person to be responsible for all contacts with the Trust. The Trustees and the Administrator shall not be required to contact any other individual except the Contact Person in dealing with a Participating Governmental Unit. Any notice to or any agreements with a Contact Person shall be binding upon the Participating Governmental Unit. Each Participating Governmental Unit reserves the right to change its Contact Person from time to time by giving written notice to the Trustees and the Administrator.
- (f) Each Participating Governmental Unit shall furnish to the Trustees such underwriting information as may be required by the Trustees at least sixty (60) days prior to the end of each Plan Year.
- (g) Each Participating Governmental Unit hereby acknowledges and agrees that this Agreement may be amended, altered or modified pursuant to Article IX hereof. Each Participating Governmental Unit agrees to be bound by the decision of the Trustees with respect to any coverages, limitations or exclusions contained in the Plan Document, as such may be amended from time to time by the Trustees.
- (h) Each Participating Governmental Unit hereby acknowledges and agrees that, in the event that payment of its claims is suspended by the Trust or in the event that its participation in the Trust is canceled or terminated for any reason, it will provide

written notice of such suspension or termination to the members of its Insurance Advisory Committee as soon as practicable.

3.05 Cancellation and Termination of Participation

Membership of a Participating Governmental Unit shall continue until it ceases under one of the following provisions:

(a) Cancellation.

The Board of Trustees may vote to suspend payment of the claims of any Participating Governmental Unit which has not paid its Contribution (or any component thereof) within seven (7) days of the due date for payment of said contribution. Moreover any Participating Governmental Unit that has not paid its contribution within seven (7) days of the due date for payment of said contribution shall, from that date until payment is actually received by the Trust, be charged interest at the rate of eighteen percent (18%) per annum. The membership of any Participating Governmental Unit shall be automatically canceled, without prior notice or the necessity of any action by the Trustees, for non-payment of Contributions or any component thereof. Automatic cancellation shall occur on the date 30 days following the date on which any Contribution is due and payable. The Board of Trustees may, however, in lieu of cancellation, take such other action as it deems appropriate to correct a payment delinquency. The membership of a Participating Governmental Unit will also be canceled if it allows its membership in the Massachusetts Municipal Association to lapse (or, in the case of a regional school district, a county, or other "governmental unit", if all of the member municipalities allow their membership to lapse). In such case cancellation shall be effective on the first day of the month after the date on which the Participating Governmental Unit's membership in the Massachusetts Municipal Association expires (or, in the case of a regional school district, a county, or other "governmental unit", on the first day of the month after the date on which the MMA membership of the last member city or town expires).

(b) Termination by Participating Governmental Unit.

- (i) Except as provided in subparagraph (ii) below, a Participating Governmental Unit may terminate its membership in the Trust as of the end of any Plan Year by giving written notice to the Trustees at least sixty (60) days prior to the expiration of the Plan Year.
- (ii) A Participating Governmental Unit may not terminate membership in the Trust as of a date earlier than the date two years following the Effective Date. Execution of this Agreement by the Participating Governmental Unit obligates the Participating Governmental Unit to pay Contributions for two consecutive years commencing with the Effective Date.

(c) Liability of Trust for Coverage after Termination or Cancellation.

- (i) The Trust shall have no liability for Coverage after the date of Cancellation or Termination, except as provided in the Plan Document.
- (ii) No amounts held by the Trust shall be returned to a Participating Governmental Unit following Termination or Cancellation unless approved by the Trustees.

(d) Liability of Participating Governmental Units after Termination or Cancellation.

- (i) After Termination or Cancellation, the Participating Governmental Unit shall remain liable for all Contributions due and payable by the Participating Governmental Unit for the Plan Year in which the Termination or Cancellation occurs. Moreover, if the Termination or Cancellation occurs within the two-year period immediately following the Effective Date, the Participating Governmental Unit shall be liable for all Contributions for which it would have been responsible for those two (2) Plan Years if the Termination or Cancellation had not occurred.
- (ii) After Termination or Cancellation, the Participating Governmental Unit shall remain liable for any Assessment made by the Trustees pursuant to Section 7.03 hereof for any Plan Year during which the Participating Governmental Unit participated in the Trust. Moreover, if the Termination or Cancellation occurs within the first two (2) Plan Years of a Participating Governmental Unit's participation in the Trust, the Participating Governmental Unit shall be liable for any Assessment made by the Trustees which is attributable to those two (2) Plan Years.

3.06 Subscribers

Coverage shall be provided to each individual:

- (i) who is eligible pursuant to M. G. L.. c. 32B to participate in a Participating Governmental Unit's insurance program, and
- (ii) who is designated as a Subscriber by the Participating Governmental Unit.

Coverage shall be provided to the qualified Dependents of those Subscribers who subscribe for "family" coverage. The eligibility of dependents shall be determined by the Participating Governmental Units in accordance with the standards set forth in M. G. L.. c. 32B, §2(b) and the Plan Document.

ARTICLE IV
ACCEPTANCE OF TRUST

4.01 Acceptance

The Trustees hereby accept the trusts imposed upon them by this Agreement and agree to perform said trusts in accordance with the terms and conditions of this Agreement. The Trustees shall hold legal title to all property of the Trust and shall have absolute and exclusive power and control over the management and conduct of the business of the Trust.

4.02 Future Trustees

Whenever any change shall occur in the membership of the Board of Trustees, the legal title to property hereby created by this Trust shall automatically pass to those duly appointed Trustees. Each future Trustee appointed in accordance with this Agreement shall accept the office of Trustee and the terms and conditions of this Agreement in writing.

4.03 Trustees' Duties and Obligations

The Trustees shall discharge their duties and obligations under this Agreement solely in the interests of the Participating Governmental Units, with the care, skill, prudence and diligence that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

In performing his or her duties, each Trustee shall be entitled to rely upon information, opinions, records or other reports prepared by, or under the supervision of (i) one or more employees or agents of the Trust whom the Trustee reasonably believes to be reliable and competent in the matters presented, or (ii) legal counsel, public accountants, actuaries, physicians or other persons as to matters which the Trustee reasonably believes to be within such person's professional or expert competence, or (iii) a duly constituted sub-committee of the Trustees upon which a particular Trustee does not serve, as to matters within that sub-committee's delegated authority, which sub-committee the Trustee reasonably believes to merit confidence. However, the Trustee shall not be considered to be acting in good faith if he or she has personal knowledge concerning the matter in question that would cause such reliance to be unwarranted.

The Trustees may adopt By Laws for the management and control of the Trust, so long as such By Laws are not inconsistent or in conflict with the terms and provisions of this Agreement. The By Laws may be amended by the Trustees from time to time in the manner specified in the By Laws.

4.04 Liability of Trustees

- (a) The Trustees shall not be liable for errors of judgment either in holding property originally conveyed to them or in acquiring and afterwards holding additional property, in the performance of their duties hereunder, nor for any act or omission to act, performed or omitted by them, in the execution of the trusts created hereunder.
- (b) Every act done, power exercised or obligation assumed by the Trustees, pursuant to the provisions of this Agreement, or in carrying out the trusts herein contained, shall be held to be done, exercised or assumed by them as Trustees and not as individuals, and any person or corporation contracting with the Trustees, shall look only to the Trust and available property of the Trust for payment under such contract, or for the payment of any debt, mortgage, judgment or decree or the payment of any money that may otherwise become due or payable on account of the trusts herein provided for, and any other obligation arising out of this Agreement in whole or in part, and neither the Trustees nor the Participating Governmental Units, present or future, shall be personally or individually liable therefor.
- (c) Notwithstanding the provisions of (a) and (b) above, a Trustee shall be liable in connection with the performance of his or her duties hereunder if he or she has not acted (i) in good faith and (ii) in a manner he or she reasonably believes to be in the best interests of the Trust.

4.05 Indemnification

- (a) The Trust shall indemnify: (i) each member of the Board of Trustees and the estate, executor, administrator, personal representatives, heirs, legatees and devisees of any such person; and (ii) every officer and employee of the Trust and the estate executor, administrator, personal representative, heirs, legatees or devisees of such person (collectively, the "indemnities") against all judgments, including interest, fines, amounts paid or agreed upon in settlement, reasonable costs and expenses including attorneys' fees and any other liabilities that may be incurred as a result of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, prosecuted or threatened to be prosecuted, for or on account of any act performed or omitted or obligation entered into if done or omitted in good faith and within what he or she reasonably believed to be the scope of his or her employment of authority and for a purpose which he or she reasonably believed to be in the best

interest of the Trust. In addition, with respect to any criminal actions or proceedings, an indemnity shall be entitled to indemnification if the actor, in addition, had no reasonable cause to believe that the conduct was unlawful. If any such claim, action, suit or proceeding is compromised or settled, no indemnity shall have a right to indemnification unless the settlement is with the prior and express approval of the Board of Trustees or such other persons as may be authorized to make determinations with respect to indemnification pursuant to paragraph (d) of this Section.

- (b) Such indemnification shall not depend upon whether or not such person is a member of the Board of Trustees at the time that such claim, action, suit or proceeding is begun, prosecuted or threatened, nor on whether the liability to be indemnified was incurred or the act or omission occurred prior to the adoption of this Section.
- (c) The right of indemnification hereunder shall not be exclusive of other rights such person or Board may have as a matter of law or otherwise.
- (d) In each instance in which a question of indemnification hereunder arises, determination in the first instance of the right to indemnification hereunder, and of the time, manner and amount of payment thereof, shall be made by a majority vote of a quorum of the Board of Trustees; provided, however, that no member of the Board of Trustees seeking indemnification hereunder as a result of the same occurrence shall participate in the determination. In the event that a majority of the members of the Board of Trustees are seeking indemnification hereunder as a result of the same occurrence or the number of Board of Trustees members eligible to vote does not constitute a quorum, such determination in the first instance shall be made by independent legal counsel retained by the Trust for the purpose of making the determination. Nothing in this paragraph is intended to make an adverse determination finally binding upon the prospective indemnity or to preclude any prospective indemnity from requesting a reconsideration of an adverse determination based on additional evidence or from instituting legal proceedings to enforce a right of indemnification under this Section.
- (e) The indemnification provided for in this Section shall be deemed to be an expense of the Trust to which all of the Participating Governmental Units shall contribute.
- (f) The indemnification provided by this Section shall be secondary to any benefits to which the indemnity may be entitled to receive from any applicable insurance policy providing Directors and Officers, Errors and Omissions or other applicable insurance coverages which have been procured by the Trust or for which the Trust

paid the required premium. The indemnification provided by this Section shall be primary over any indemnification provided by a Trustee at his or her own expense.

(g)

- (i) Notwithstanding any other provision of this Section to the contrary, a prospective indemnity may seek, and the Trust may pay, advance indemnification prior to the rendering of a final determination of entitlement to indemnification pursuant to the provisions of paragraph (d) of this Section. Any award of such advance indemnification by the Trust shall be discretionary and subject to the provisions of this Section.
- (ii) In each instance where a question of advance indemnification hereunder arises, determination of the right to indemnification and of any conditions or restriction attached thereto shall be made by a majority vote of a quorum of the Board of Trustees; provided, however, that no member of the Board of Trustees seeking indemnification hereunder shall participate in the determination. In the event that a majority of the members of the Board of Trustees are seeking indemnification as a result of the same occurrence or the number of members of the Board of Trustees eligible to vote does not constitute a quorum, such determination shall be made by independent legal counsel retained by the Trust for the purpose of making the determination.
- (iii) Any determination of advance indemnification shall be discretionary and may provide for the time, manner and amounts advanced hereunder and shall include limitations on the rate of payment and the total amount to be advanced. The Trustees may, but shall not be required to, condition any such advances upon the granting of such security as they deem appropriate.
- (iv) Any advance authorized hereunder shall be conditioned upon an undertaking by the indemnity to repay such payments if he or she shall be adjudicated to be not entitled to indemnification; provided that the Trustees may accept such an undertaking without reference to the financial ability of the indemnity to make repayment.

ARTICLE V
OPERATION OF THE TRUSTEES

5.01 Office

The principal office of the Trust shall be located at the offices of the Massachusetts Interlocal Insurance Association, wherever those offices shall from time to time be located. At such principal office there shall be maintained the books, reports and records pertaining to the Trust and its administration.

5.02 Meetings

There shall be an annual meeting of the Trustees on a day and at a place designated by the Trustees. Written notice of the time and place of the annual meeting shall be given to each Trustee at least seven days in advance of the meeting. At the annual meeting, the Trustees shall transact such business as may come before them.

The Trustees shall hold such other meetings as are necessary to accomplish the purposes of the Trust. Such meetings shall be scheduled by the Chairman of the Board. Written notice of the time and place of such meetings shall be given to each Trustee at least seven days in advance of the meeting.

The Contact Person for each Participating Governmental Unit shall be notified of each meeting and shall have the right to attend and participate in, but not to vote at, such meetings.

5.03 Voting

An affirmative vote of two-thirds ($\frac{2}{3}$) of all Trustees shall be required to:

- (a) remove a Trustee pursuant to Section 2.04 of this Agreement; or
- (b) amend this Agreement pursuant to Section 9.01 of this Agreement.

All other matters may be decided by a majority vote of those Trustees in attendance at a meeting at which a quorum of the Board is present.

5.04 Quorum

A quorum of the Board of Trustees shall consist of greater than fifty percent (50%) of the Trustees.

ARTICLE VI
PURPOSE OF THE TRUST; POWERS OF TRUSTEES

6.01 Purpose of the Trust

The purpose of the Trust is to provide health care benefits to the Subscribers, who are the employees and retirees of the Participating Governmental Units, and their dependents.

6.02 Powers of Trustees

The Trustees shall have the power to control and manage the trust and its General Fund and to perform such acts, enter into such contracts, engage in such proceedings, and generally to exercise any and all rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or advisable to administer the Trust and the General Fund or to carry out the purposes of this Agreement. Any determination made by the Trustees in the exercise of these powers shall be binding upon all Participating Governmental Units. In addition to the powers set forth elsewhere in this Agreement, the powers of the Trustees, in connection with their managing and controlling the Trust and its General Fund, shall include, but shall not be limited to, the following:

- (a) To enter into an administrative services or other contract with one or more insurance companies, nonprofit hospital, medical or dental service corporations organized under chapter one hundred and seventy-six A, chapter one hundred and seventy-six B, or chapter one hundred and seventy-six E of the Massachusetts General Laws, or with one or more health care organizations or health maintenance organizations, or with one or more third-party administrators or other entities to organize, arrange, or provide for the delivery or payment of health care coverage or services (including dental services), whereby the funds for the payment of claims of eligible persons, including appropriate service charges of the insurance carrier, third party administrator or other intermediary, shall be furnished by the Trustees from the General Fund for the payment by such intermediary to the health care vendors or persons entitled to such payments in accordance with the terms and provisions of said contract.
- (b) To purchase contracts of insurance or reinsurance through such broker or brokers as the Trustees may choose and to pay premiums on such policies.
- (c) To receive, hold, manage, invest and reinvest all monies which at any time form part of the trust, whether principal or income.

- (d) To borrow or raise money for the purposes of the Trust, in such amount, and upon such terms and conditions as the Trustees shall deem advisable, subject to applicable law and statutes; and for any sum so borrowed to issue the promissory note of the Trust, and to secure the repayment thereof by creating a security interest in all or any part of the Trust or the General Fund; and no person lending such money shall be obligated to see that the money lent is applied to Trust purposes or to inquire into the validity, expedience or propriety of any such borrowing.
- (e) To hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.
- (f) To employ suitable agents, advisors and counsel as the Trustees may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and counsel, and to charge the expense thereof to the Trust. The Trustees are entitled to rely upon and may act upon the opinion or advice of any attorney approved by the Trustees in the exercise of reasonable care. The Trustees shall not be responsible for any loss or damage resulting from any action or non-action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in the By Laws or the written minutes of the Trustees' meetings.
- (g) To hire employees or independent contractors as the Trustees may deem necessary or advisable to render the services required and permitted for the proper operation of the Trust, and to charge the expense thereof to the Trust.
- (h) To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the title, powers, discretions, rights and duties conferred or imposed upon the Trustees hereunder, by the By Laws or by law.
- (i) To construe and interpret this Agreement, the Plan Document and other documents related to the purposes or the Trust.
- (j) To receive from Participating Governmental Units and other relevant sources, such information as shall be necessary for the proper administration of the Trust.
- (k) To maintain bank accounts for the administration of the Trust and the General Fund and to authorize certain Trustees, the Administrator, or other appropriate persons to make payments from any appropriate account for purposes of the Trust.
- (l) To receive and review reports of the financial condition and of the receipts and disbursements of the Trust and the General Fund.
- (m) To adopt By Laws, rules regulations, formulas, actuarial tables, forms, and procedures by resolution from time to time as they deem advisable and appropriate for the proper administration of the Trust, including participation criteria, provided the same are consistent with the terms of this Agreement.

- (n) To purchase as a general administrative expense of the Trust so-called director's liability insurance and other insurance for the benefit of the Trust and/or the protection of the Trustees, Trust officers, employees, or agents against any losses by reason of errors or omissions or breach of fiduciary duty or negligence.
- (o) To enter into any and all contracts and agreements for carrying out the terms of this Agreement and for the administration and operation of the Trust and to do all acts as they, in their discretion, may deem necessary or advisable, and such contracts and agreements and acts shall be binding and conclusive on the Participating Governmental Units and the Subscribers. Except as otherwise directed by the Trustees, all such contracts and agreements, or other legal documents herein authorized, shall be executed by the Secretary.
- (p) To receive Contributions or payments from any source whatsoever but such Contributions or payments may not be utilized for any purpose unrelated to the coverages herein provided or properly authorized expenses.
- (q) To pay or contest any benefit sought by a Subscriber or Participating Governmental Unit by negotiation, compromise, arbitration, or otherwise.
- (r) To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.
- (s) To establish the type and scope of Coverage available to Participating Governmental Units and the Contribution rates for such Coverage.
- (t) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper in connection with the administration of the Trust, although the power to do such acts is not specifically set forth herein.

6.03 Bonds

The Trustees may require that a fidelity bond be furnished as to all persons handling money for or on behalf of the Trustees and the Trust, including but not limited to individual Trustees, and the Administrator. The premium and other costs associated with such bonds shall be a proper administrative expense of the Trust.

ARTICLE VII
ESTABLISHMENT AND OPERATION OF THE GENERAL FUND

7.01 Appointment of Treasurer

The Trustees shall appoint a Treasurer to hold all Contributions and other funds of the Trust as provided in this Article VII and in Article VIII hereof.

7.02 Establishment of General Fund

The Trustees shall direct the Treasurer to establish a General Fund, which shall be an interest bearing account in the name of the Trustees and which shall consist of all income of the Trust.

The Treasurer, with the authorization of the Trustees, shall establish one or more checking accounts, which may be interest or non-interest-bearing accounts. Such checking account or checking accounts shall be funded solely from the General Fund and the Trustees may authorize the Administrator to draw on such checking accounts for the payment of health benefits to Subscribers and Qualified Dependents and for administrative expenses of the Trust.

All benefit payments to or on behalf of Subscribers pursuant to and in accordance with the Plan Document and all administrative expenses of the Trust, including, but not limited to, service fees, fees of the Administrator, self-insurance bond costs, insurance premium costs, attorneys' fees, accountants' fees, taxes, compensation and expense reimbursements, as determined by the Trustees, shall be paid by the Administrator from the General Fund, as authorized and directed by the Trustees.

7.03 Reconciliation and Assessments

The Board shall determine, based upon the advice of the Administrator, within six (6) months of the last day of the Plan Year, a reconciliation of the General Fund balance for that Plan Year. In establishing the reconciled balance, the Board shall include a factor to represent the cost of the run-out of claims which were incurred as of the last day of the Plan Year but which have not been paid as of the reconciliation date.

In the event that the reconciliation shows a General Fund surplus, the Trustees will be responsible for determining its disposition.

In the event that the reconciliation shows a General Fund deficit, or in the event that the Trustees at any other time conclude that the General Fund is in a deficit situation, the Trustees may, in their sole discretion, assess the Participating Governmental Units (including Governmental Units that have terminated their participation in the Trust or have

been canceled) in amounts sufficient to resolve that deficit. The proportionate share of each Governmental Unit in any such assessment shall be based on each unit's average monthly enrollment during the period in which the deficit was incurred.

7.04 Administrator

The Massachusetts Interlocal Insurance Association, Inc. ("MIIA") shall serve as Administrator of the Trust pursuant to the terms of a separate Administrative Services Agreement. The Administrative Services Agreement shall provide for MIIA to be compensated for its duties as Administrator.

7.05 Annual Audit

The Trustees shall have an audit of the General Fund performed by a Certified Public Accounting firm within six (6) months of the last day of each Plan Year.

ARTICLE VIII
CONTRIBUTIONS

8.01 Setting of Contribution Rates

The Trustees shall determine the monthly rates for Contributions to be paid by or on behalf of the Subscribers of each Participating Governmental Unit. Those rates shall be set such that the aggregate of Contributions to the General Fund may be expected to satisfy the funding requirements of the Trust. In establishing the funding requirements of the Trust and setting the monthly rates for Contributions for the Subscribers of the Participating Governmental Units, the Trustees shall utilize the services of whatever actuaries and/or other consultants they deem appropriate.

8.02 Cost-Plus Participants

Notwithstanding the provisions of Section 8.01 or of any other provision of this Agreement, the Trustees may in their discretion allow a Participating Governmental Unit to participate in the Trust on an entirely self-funded basis. In such case the Participating Governmental Unit shall be individually responsible for the payment of all claims of its Subscribers as well as for the costs of all administrative services provided by the Trust. The Trustees, with the assistance of such actuaries or other consultants as they deem appropriate, shall devise monthly Contribution rates for such Unit which are calculated to satisfy the projected claims expense and administrative expenses of the Participating Governmental Unit. A Participating Governmental Unit that participates in the Trust on an

entirely self-funded basis will be individually responsible for all claims expenses and other expenses attributable to its participation. It will be responsible for contracting with a reinsurer for reinsurance in amounts that the Trustees deem adequate to insure the viability of said Participating Governmental Unit's account. Upon approval of its Application for participation by the Trustees it shall be required to submit to the Trust a Working Fund Deposit which equals the Board's estimate of one month of the Participating Governmental Unit's claims expense plus administrative expenses. At the time of the General Fund reconciliation described at Section 7.03, the Trustees shall perform a separate reconciliation of the account of any Participating Governmental Unit that participates on an entirely self-funded basis and the expenses of such Participating Governmental Unit shall not be included in the reconciliation of the General Fund. Such Participating Governmental Unit shall not share in a General Fund surplus nor shall it be assessed for a General Fund deficit. Any such Participating Governmental Unit shall, however, be subject to assessment at any time if the Trustees determine in their discretion that an assessment is necessary for the viability of such Participating Governmental Unit's account. Upon termination of its participation in the Trust or upon termination of the Trust, a Participating Governmental Unit that participates on a self-funded basis shall be individually responsible for the payment of all run-out claims attributable to its Subscribers as well as for such administrative expenses associated with the payment of those claims as are determined by the Trustees. In the event that, after payment of all such run-out claims and administrative expenses, a surplus remains attributable to such Participating Governmental Unit's account, the Trustees shall refund such surplus to the Participating Governmental Unit.

8.03 Deposit of Contributions

The Treasurer shall deposit all Contributions in the General Fund.

ARTICLE IX
AMENDMENTS

9.01 Amendment of Agreement

The terms and provisions of this Agreement may be amended at any time by a two-thirds ($\frac{2}{3}$) vote of all of the Trustees. All of the Participating Governmental Units shall be notified of a proposed amendment within five (5) days of the Trustees' vote. Said amendment or amendments shall become effective twenty-five (25) days after the Trustees' vote unless at least one-third ($\frac{1}{3}$) of the Participating Governmental Units notify the Administrator in writing that they object to said amendment or amendments within such period.

ARTICLE X
TERMINATION

10.01 Term of the Trust

The Trust shall continue unless and until terminated pursuant to law or by an instrument in writing signed by two-thirds ($\frac{2}{3}$) of the Participating Governmental Units or by two-thirds ($\frac{2}{3}$) of the Trustees.

10.02 Termination of the Trust

In the event of termination of the Trust, the Participating Governmental Units covenant and agree to make any provision for payment of claims against the Trust as may be required by the Trustees, including the deposit with the Trustees of funds, surety bonds, or such other guarantees of payment as deemed required and sufficient by the Trustees. Upon termination, the Trustees shall continue to serve as Trustees to wind up the affairs of the Trust, including providing for all outstanding obligations, and each Participating Governmental Unit shall be entitled to receive distribution of its pro rata share of any remaining funds, the calculation of such distribution to be determined by the Trustees.

ARTICLE XI
MISCELLANEOUS

11.01 Title to the Trust

Title to the Trust shall be vested in and remain exclusively in the Trustees to carry out the purposes hereunder and no Participating Governmental Unit or any official, employee, or agent of any Participating Governmental Unit nor any individual shall have any right, title, or interest in the Trust nor any right to Contribution payments made or to be made thereto, nor any claim against any Participating Governmental Unit on account thereof, except to the extent of the right of Participating Governmental Units to receive their pro rata share of any excess funds as provided hereunder.

No Participating Governmental Unit may assign any right, claim or interest it may have under this Agreement.

11.02 Execution of Documents

The Trustees may authorize any Trustee of the Administrator to execute any notice, certificate or other written instrument relating to the Trust (except an instrument of amendment or termination) and all persons, partnerships, corporations, or associations may

rely upon such notice or instrument so executed as having been duly authorized and as binding on the Trust and the Trustees.

11.03 Notice

All notices, requests, demands, and other communications related to this Agreement, unless otherwise so provided herein, shall be in writing and shall be deemed to be duly given when sent by first-class mail, postage prepaid, or when personally delivered by hand, or when transmitted by facsimile, cable, telex, or telegraph, at such addresses as have been last provided to the Trust. The initial address for such notices, requests, demands, or other communications to the Trustees and each Participating Governmental Unit shall be provided to the Administrator.

The parties hereto shall notify the Administrator as to any change in address.

11.04 Construction

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

11.05 Counterparts

This Agreement may be executed in any number of counterparts (each of which shall be deemed an original), by the Trustees and by the governing authority of each Participating Governmental Unit, by a counterpart signature page in the form attached hereto, which, together with this Agreement and all other duly executed signature pages, shall constitute the complete agreement among all the parties hereto.

11.06 General Representations of Participating Governmental Units

(a) Each Participating Governmental Unit represents that: (i) it is a body corporate and politic; (ii) it has duly accepted the provisions of M. G. L. c. 32B in accordance with Section 10 thereof; (iii) it has the power to enter into this Agreement and any other documents in connection herewith and the transactions contemplated hereunder and thereunder; (iv) the party executing the additional signature page to this Agreement on behalf of it has full power and authority to execute the same and any documents executed in connection herewith; and (v) this Agreement has been duly and validly executed and is a valid and binding agreement on the Participating Governmental Unit, enforceable in accordance with its terms.

11.07 Severability of Invalid Provisions

If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, then such provision

or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and the remaining parts of this Agreement shall be construed so as to give practical realization to the purposes intended to be achieved by the parties as if such invalid or illegal or unenforceable provision had never been contained herein.

11.08 Effectiveness

This Agreement shall be effective from and after July 1, 1992.

IN WITNESS WHEREOF, the Trustees have executed this MIA Health Benefits Trust Agreement.

WITNESS:

William A. Kinnahan

John C. Blute
Chairman

Stephen Kunkle

Duranne C. Noble

Wayne P. Maynard

Rebecca S. Stappert

MIIA Health Benefits Trust Agreement

Additional Signature Page

Participating Governmental Unit: Town of Stow

The above-referenced Participating Governmental Unit hereby accepts and agrees to be bound by the terms of the MIIA HEALTH BENEFITS TRUST AGREEMENT, dated July 1, 2024.

By: _____
Chairman

By: _____
Member

By: _____
Member

By: _____
Member

By: _____
Member

By: _____
Member

Date: _____

Approved as to availability of funds:

Approved as to form:

Treasurer

Counsel

APPENDIX A
Participating Governmental Units

<u>Name</u>	<u>Name</u>
City of Amesbury	Farmington River Regional Schools
The Amherst/Pelham Trust	Town of Florida
Town of Avon	Town of Foxborough
Ayer Shirley Regional School District	Town of Freetown
Town of Barre	Freetown Lakeville Regional Schools
Town of Becket	Town of Georgetown
Town of Berkley	Town of Granville
Berkshire Regional Planning Commission	Greater Lawrence Sanitary District
Town of Berlin	Town of Hamilton
Berlin Boylston Regional School District	Hampden County Retirement Board
Town of Blackstone	Town of Hardwick
Blackstone Millville Regional School District	Haverhill Retirement Board
Town of Boxford	Town of Hinsdale
Town of Boylston	Town of Hopedale
Town of <Member name>	Town of Huntington
Bristol County	Town of Ipswich
Town of Brookfield	Town of Lee
Byfield Water District	Leicester Water Supply District
Town of Chelmsford	Town of Lincoln
Town of Clarksburg	Town of Littleton
Town of Cohasset	Town of Ludlow
Town of Dalton	Town of Lunenburg
Dalton Fire District	Lunenburg Water District
Town of Dartmouth	Lynnfield Center Water District
Dighton Rehoboth Regional School District	Lynnfield Water District
Town of Dracut	Manchester by the Sea
Dracut Water Supply District	Town of Mansfield
Town of Dunstable	Masconomet Regional School District
Town of East Brookfield	Town of Maynard
Town of Egremont	Town of Medfield

Town of Essex		Town of Mendon	
Town of Merrimac		Town of Sandwich	
Middlesex County Sheriff's Office		Town of Saugus	
Town of Middleton		Town of Scituate	
Town of Millbury		Seekonk Water District	
Town of Millville		Town of Sherborn	
Town of Monson		Town of Shirley	
Town of Monterey		Shirley Water District	
Town of Montgomery		Town of Southbridge	
Town of Nahant		Southwick Tolland Granville Regional School District	
Nashoba Regional School District		Southeastern MA Dispatch District	
Town of Newbury		Town of Spencer	
City of Newburyport		Town of Sterling	
Town of Norfolk		Town of Sturbridge	
City of North Adams		Sudbury Water District	
Town of North Attleborough		Suffolk County Sheriff's Department	
Northern Middlesex Council of Governments		Town of Sunderland	
Town of Norwell		Town of Swansea	
Oxford Rochdale Sewer District		Swansea Water District	
Palmer Fire & Water District		City of Taunton	
Pathfinder Vocational Technical School		Town of Templeton	
City of Peabody		The Education Cooperative	
Town of Petersham		Three Rivers Fire District	
Pilgrim Area Collaborative		Town of Tolland	
City of Pittsfield		Town of Topsfield	
Town of Princeton		Town of Townsend	
Quaboag Regional School District		Triton Regional School District	
Ralph C. Mahar Regional School District		Town of Upton	
Raynham Center Water District		Town of Wales	
Town of Reading		Town of Walpole	
Town of Richmond		Town of Warren	
Town of Rockport		Water Supply District of Acton	
Town of Rowley		Town of West Brookfield	
Town of Royalston		Town of West Newbury	
Town of Rutland		Town of Winchendon	

Salem Beverly Water Board			City of Woburn	
			Town of Worthington	

APPENDIX B

Trustees as of July 1, 1992

Geoffrey Beckwith, Secretary
 William A. Kennedy, Jr.
 Stephen Kulik
 Wayne Marquis, Chairman
 Suzanne E. Noble
 Reginald Stapczynski

Trustees as of July 1, 2020

Paul Cohen, Chairman	Town Manager for Town of Chelmsford
Geoffrey Beckwith, Secretary	President of the MA Municipal Association
Greg Federspiel	Town Administrator for Manchester by the Sea
William Keegan	Town Manager for Town of Foxborough
Diane Kennedy	Selectman for Town of Cohasset
Kevin Dumas	Town Manager for Town of Mansfield

APPENDIX C

Form of Resolution
Town of Stow

RESOLUTION NO. _____

BY: THE GOVERNING BODY OF THE TOWN OF STOW

A RESOLUTION
ENTITLED

A RESOLUTION authorizing and empowering the Town of Stow. to participate in the MIIA Health Benefits Trust; approving, and authorizing and directing the execution and delivery of, the MIIA Health Benefits Trust Agreement dated as of January 1, 2020 by and among the Trust and those governmental units participating in the Trust; authorizing and directing all officials, employees and agents of the Town of Stow to take any and all action necessary or appropriate to effect the participation of the Town of Stow in the Trust; making certain findings in connection with the participation of the Town of Stow in the Trust; and generally relating to the participation of the Town of Stow in the MIIA Health Benefits Trust.

RECITALS

1. Political subdivisions of the Commonwealth of Massachusetts (collectively, "Governmental Units"), including the Town of Stow, are authorized by M.G.L. c. 32B (the "Statute"), to pool together for the purpose of purchasing health insurance or self-insuring health risks.

2. Pursuant to the authority granted in the Statute, certain Governmental Units, including the Town of Stow, have determined that it is necessary and desirable to pool together for the purpose of providing health benefits to their employees retirees and their dependents, all for the public purpose of controlling the cost of providing health benefits to employees, retirees and their dependents.

3. The Town of Stow has determined that it is in their best interest to participate in the MIIA Health Benefits Trust (the "Trust") and to adopt this resolution.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF STOW.

SECTION 1. The participation of the Town of Stow in the MIIA Health Benefits Trust is hereby approved.

SECTION 2. The Trust Agreement, in substantially the form attached hereto as Exhibit A, is hereby approved and Town of Stow is hereby authorized and directed to execute and deliver to the Trust the Trust Agreement in substantially the form attached hereto as Exhibit A with such changes as Town of Stow may approve, such approval to be evidenced conclusively by the execution and delivery of the Trust Agreement.

SECTION 3. All officials, employees and agents of the Town of Stow are hereby authorized and directed to take any and all action necessary or appropriate to affect the participation of the Town of Stow in the Trust and to execute and deliver all documents, instruments, certificates, and opinions necessary or appropriate in connection therewith.

SECTION 4. The Recitals to this resolution are hereby declared to be, and shall at all times and for all purposes be deemed to be, the findings of the Town of Stow in connection with its decision to participate in the Trust, to make premium payments, provided for in the Trust Agreement, and execute and deliver the Trust Agreement.

SECTION 5. This resolution shall become effective immediately upon its adoption.

TOWN OF STOW

[SEAL]

[Chairman]

Member

Member

Member

Member

Member

ATTEST

Administrator/Secretary/Clerk

Date of Adoption: _____

REFERENCE TO APPENDIX C IS IN SECTION 3.02

MINUTES

November 14, 2023

November 28, 2023

Select Board Meeting Minutes
Tuesday, November 14, 2023
Stow Town Building & Zoom

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

Absent: Ingeborg Hegemann Clark

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

Public Comment - none

Board Member Comments

Mr. Constantzos acknowledged that November is Native American Heritage Month.

Ms. Frecha said the Wreaths for Veterans group is inviting residents to the 4th Annual Laying of Wreaths for Veterans on Saturday, December 16 at 11 a.m. in Brookside Cemetery. The goal is to have a wreath for each of the 400 veterans laid to rest in Stow. Non-decorated wreaths can be dropped off on the bench at 453 Great Road on or before Thursday, December 14, or ordered from the Boy Scouts' website at troop1stow.net.

Mr. Toole acknowledged the breakfast for veterans held on Veterans Day and thanked everyone involved. He said the most moving part was the Quilts of Valor presentation of a quilt to each veteran.

Town Administrator (TA) Report

- There is now a clothing and textile recycling bin at Pompo, for items in any condition as long as they are clean, dry, and bagged. We may get a second or a larger bin as it is being filled each week.
- The school project will receive an increased amount per square foot from the MSBA (MA School Building Authority) due to inflation. At this time the new amount is not known, but the MSBA did vote to increase it.
- The Gleasondale Bridge is expected to be completed on Friday, with paving being done this week. There will be some minor work around the bridge for a canoe launch.
- The TA recognized the Police Department, specifically Chief Sallese and Phoenix Dwyer, for their work to obtain a federal grant which supports agencies seeking accreditation. The \$139,278 grant will be used towards equipment for accreditation such as evidence and gun lockers, cameras, policy management software, personnel costs associated with being a part of the accreditation team, and a specialized accreditation conference for all members of the team.
- The TA recognized the Rotary Club and the Fire Department for their work on the breakfast for veterans. There were about 35 veterans in attendance with their families, along with town officials, state officials, and the Quilts of Valor group. It was a beautiful and overwhelming presentation. Pictures can be found on the town's Facebook page.
- Next Wednesday, November 22, is Assistant TA/HR Director Dolores Hamilton's last day with us. She is going to another community and it will be a huge loss for us here.
- Town Building and municipal buildings will be closed on Thursday, November 23 and Friday, November 24 for the Thanksgiving holiday. The TA hopes everyone has a happy and healthy Thanksgiving.

Appointment to Highway Department

Jon DeVries was present via Zoom. Mr. DeVries thanked the Board for considering him for the role.

Ms. Birch-McMichael moved to appoint Jon DeVries to the position of Laborer for the Stow Highway Department. Mr. Constantzos seconded the motion and it passed unanimously.

Meeting Minutes

Ms. Birch-McMichael moved to accept the meeting minutes of the October 24, 2023 meeting as drafted. Mr. Constantzos seconded the motion and it passed unanimously.

Ms. Birch-McMichael moved to accept the meeting minutes of the October 30, 2023 meeting as drafted. Mr. Constantzos seconded the motion and it passed 3-0-1 with Chair Frecha abstaining.

Authorize Change of Employee Health Plan

Mr. Toole recused himself from this discussion and vote.

After an increase of 13.75% for this current fiscal year, the Minuteman Nashoba Health Group (MNHG) is also expecting a large increase for the upcoming year. MNHG is trying to make up for years of underfunding its plans. Nine of the 13 communities with MNHG are looking to leave, and as a result MNHG will not be able to sustain a group trust and would face an approximate \$5M deficit. If they dissolve as a trust, the deficit will be apportioned to the 13 entities based on enrollment and participation. This would result in an article in next year's town meeting to cover the deficit cost.

A few months ago, administration brought on a health insurance consultant to research what options are available for Stow, and the plan being recommended is through MIIA. It has the same plan design, deductibles, and copayments. Although it does not need to be negotiated, the unions were brought into the discussion and are receptive to the change. All of our insurance, property and casualty and health insurance, will now be through MIIA which is an MMA (MA Municipal Association) subsidiary.

Ms. Birch-McMichael moved to authorize a change to the employee health plan from the Minuteman Nashoba Health Group (MNHG) to the Massachusetts Interlocal Insurance Agency (MIIA) effective for FY 2025.

Mr. Constantzos seconded the motion and it passed unanimously (3-0).

Mr. Toole returned to the meeting at 7:17 p.m.

FY24 Tax Classification Public Hearing – 7:15 p.m.

Chair Frecha read the public hearing notice:

The Select Board will hold a public hearing on Tuesday, November 14, 2023 at 7:15 p.m. in the Town Building, 380 Great Road, Stow, MA on the issue of tax classification. The purpose of the hearing is to allow taxpayers the opportunity to present their views on whether or not Residential, Commercial, Industrial, Open Space, and Personal Property should be taxed with one rate for all property classes, or to use different tax rates for different property classes.

The hearing will include a presentation by the Board of Assessors outlining the options available under Chapter 40, Section 56 of the Massachusetts General Laws. At the conclusion of the public hearing the Select Board shall determine whether or not tax classification shall be applied for the Fiscal Year 2024 tax rate. Currently the Town taxes at a single tax rate for all property classes.

All concerned taxpayers are encouraged to attend, either in person or via Zoom, to present their views orally or submit them in writing to the office.

Ms. Birch-McMichael moved to enter into a public hearing on the Fiscal Year 2024 Tax Classification. Mr. Constantzos seconded the motion and it passed unanimously by roll call vote.

Principal Assessor Kristin Fox was present via Zoom. Ms. Fox reminded everyone that any and all tax rates discussed are still subject to approval by the Department of Revenue. Ms. Fox explained that the Select Board can maintain a single tax rate or adopt a split tax rate, and she explained three additional options of a small commercial exemption, an open space discount, or a residential exemption that the Select Board can grant.

A residential tax rate of 1 would yield a single tax rate; selecting a minimum residential factor of less than 1 would shift the tax burden to the CIP classes (Commercial, Industrial, and Personal properties). Historically Stow has chosen a minimum residential factor of 1.

Charlie Hartford, 95 Taylor Road, said that a rate change would be counterintuitive due to the small percentage of commercial and industrial zoned land.

Tom Ryan, 453 Great Road (and Board of Assessors member) said we have been going the wrong way with commercial and industrial for years, and are now at about 95% residential. If we raise the taxes on just businesses and switch the rate, we will probably drive what little businesses we have out of town.

Len Golder, member of the Board of Assessors, said he agrees with Mr. Ryan and said that there is not enough business to separate it into two classifications.

Steve Quirk, 18 Center Place, said we need to help businesses as much as we can.

Ms. Birch-McMichael moved that the public hearing on the Fiscal Year 2024 Tax Classification be closed. Mr. Constantzos seconded the motion and it passed unanimously by roll call vote.

Ms. Birch-McMichael moved, based on information from the Board of Assessors, that the Town of Stow adopt a minimum residential factor of 1, to keep a single tax rate for fiscal year 2024, taxing all property classes at one rate.

Mr. Constantzos seconded the motion and it passed unanimously.

Draft of Recording of Meetings Policy

The Board discussed transparency, and how part of being on a board or committee means full transparency. If virtual meetings are continued then people should be able to see them. As a Select Board they can only recommend, in the interest of full transparency, that other elected boards follow this policy. The Board discussed ad hoc committees and whether they should record meetings. The Board discussed adding the recording of meetings to the motion when creating a new committee. There are approximately 25 Zoom accounts in use and multiple Owl recording devices available for recording purposes. For meetings that are only via Zoom, there is an option to record the meeting, which can then be uploaded for viewing. The Board discussed creating a bylaw from this policy.

Ms. Birch-McMichael moved to approve the Recording of Meetings Policy with the following amendment: in section 2 to be renamed "all other Boards and Committees and Ad Hoc Committees..." Mr. Constantzos seconded the motion and it passed unanimously.

PERSONNEL POLICIES

Asst TA Hamilton had convened a Policy Committee comprised of Kristen Fox (Principal Assessor), Tina McAndrew (Library Director), and Kathy Sferra (Conservation Director) to review policies. All the draft policies were sent out to all employees on October 31 asking for feedback, questions, or comments.

Draft of Remote Work Policy

As a result of the pandemic, many job seekers want a flexible schedule. This policy will assist with recruitment as it could set a regular schedule that includes remote work, and is an employee benefit that is of no cost to the Town. It is a very specific policy and many positions will not qualify. Discussion ensued about the requirements in section B but no changes were made.

Ms. Birch-McMichael moved to approve the Remote Work Policy as presented at this meeting.

Mr. Constantzos seconded the motion and it passed unanimously.

Criminal Offender Record Information (CORI) Policy

A short discussion ensued about this policy. Regarding volunteers, those that work with vulnerable populations are required to have a CORI check. These are done every three years, except for summer seasonal employees who are CORI checked annually if they return the next summer.

Ms. Birch-McMichael moved to approve the Criminal Offender Record Information (CORI) Policy as presented at this meeting.

Mr. Constantzos seconded the motion and it passed unanimously.

Compensatory Policy for Exempt Employees

The Town is not obligated to offer comp time to exempt employees, but different practices have been used over the years. This is a starting point to standardize the process. There are some allowances and some flexibility depending on the situation. After discussing the requirement of using comp time within three months of its accrual, the Board added "...or at the discretion of the Town Administrator" to the Procedures section on page two. Ms. Demboski asked to amend the first page by removing the last sentence of the second paragraph under Policy Description.

Mr. Toole recused himself three minutes into the discussion at 8:12 p.m. and returned at 8:20 p.m.

Ms. Birch-McMichael moved to approve the Compensatory Policy for Exempt Employees with the amendments as discussed.

Mr. Constantzos seconded the motion and it passed unanimously (3-0).

Compensatory Policy for Non-Exempt Employees

This policy is for hourly employees who are not covered under a union contract.

Ms. Birch-McMichael moved to approve the Compensatory Policy for Non-Exempt Employees as presented at this meeting.

Mr. Constantzos seconded the motion and it passed unanimously.

Inclement Weather Policy

This is to clarify the process because employees were following different procedures for inclement weather days; this will provide a fair and consistent procedure.

*Ms. Birch-McMichael moved to approve the Inclement Weather Policy as presented at this meeting.
Mr. Constantzos seconded the motion and it passed unanimously.*

Religious Accommodation Policy

Discussion ensued about safety and legality. The Board revised the policy scope to include "... undue hardship, danger, or liability for employees or residents in the Town of Stow."

Ms. Birch-McMichael moved to approve the Religious Accommodation Policy with amendments as discussed at this meeting.

Mr. Constantzos seconded the motion and it passed unanimously.

Nepotism Policy

Mr. Toole recused himself at 8:34 p.m.

The Board changed the first sentence of the Policy Description to be: "...only if the following conditions apply."

Ms. Birch-McMichael moved to approve the Nepotism Policy with the amendment discussed at this meeting.

Mr. Constantzos seconded the motion and it passed unanimously (3-0).

Mr. Toole returned to the meeting at 8:38 p.m.

Small Jet Expansion at Hanscom Field (continued discussion) - tabled

Board Correspondence & Updates

Mr. Toole noted that reference to MGL 32B was included in the letter from the MSA (MA Select Board Association) to Lt. Gov. Kim Driscoll. The letter was in response to the administration asking for feedback on how to improve operations in municipalities.

Mr. Constantzos asked about the letter from Stantec regarding the feasibility study for public water in Lower Village. The TA said this is phase one of the overall study, and this initial report is their test well report based on testing at two town-owned locations. There is more work to be done for the study.

Adjournment

At 8:48 p.m. Ms. Birch-McMichael moved to adjourn.

Mr. 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 Office in the meeting folder.

Select Board Meeting Minutes
Tuesday, November 28, 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 Demboski

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

Public Comment - none

Board Member Comments - none

Town Administrator (TA) Report

- The Board and Committee Code of Conduct was sent out and the office has received 38 signed acknowledgement forms and 61 have not been returned. The TA will send a reminder email to those who have not signed the form.
- The bid for the library project has come in well over budget. The Library Building Committee 2.0 met with the design team and they will revisit the design to see where additional costs can be cut. The TA will issue a press release to provide more specifics to advise the public.
- Town Building will close at 1 p.m. on Thursday, November 30 to accommodate work on the water system as part of the DEP requirements and the PFAS situation. This last step will take 3-4 hours and we cannot operate a public facility with employees with no water.

Police Department Appointments – John Fantasia and Brandon Murphy

Police Chief Michael Sallese and John Fantasia were present in the Warren Room, and Brandon Murphy was present via Zoom.

Chief Sallese said that John Fantasia has worked for the police department for over 20 years as a reserve officer, a dispatcher, and as a dispatch supervisor. With a recent vacancy in the department, and after a successful interview process, it is time to move him up to be a patrol officer.

Mr. Toole moved to appoint John Fantasia to the position of Patrol Officer for the Stow Police Department through June 30, 2024.

Ms. Birch-McMichael seconded the motion and it passed unanimously.

There is an opening for a prosecutor, which is the officer that is the liaison between the court and the police department and handles all the court paperwork. Chief Sallese recommended Brandon Murphy.

Mr. Toole moved to assign Brandon Murphy to the position of Prosecutor for the Stow Police Department through June 30, 2024.

Ms. Birch-McMichael seconded the motion and it passed unanimously.

Police Department Policy Updates

7.11 Exposure Control

In 2013, former Police Chief Bosworth issued an order to assign a Department Infectious Control Officer, who is the liaison between the department and individuals that come in contact with

something infectious. The officer is trained in the protocols needed for this role and can gather and document information in case an officer becomes sick in the future from exposure. The policy has been updated and now includes language that is the accreditation standard.

Mr. Toole moved to approve Police Department Policy 7.11 Exposure Control, as presented by Police Chief Michael Sallese.

Ms. Birch-McMichael seconded the motion and it passed unanimously.

9.06 Eliminate the Purchase by the Stow PD of Single-Use Plastic Bottles

This is modeled on Governor Healey's Executive Order 619 and does not prevent or limit the officers in any way from buying water bottles. This limits the purchase by the department.

Mr. Toole moved to approve Police Department Policy 9.06 Eliminating the Purchase by the Stow Police Department of Single-Use Plastic Bottles, as presented by Police Chief Michael Sallese.

Ms. Birch-McMichael seconded the motion and it passed unanimously.

Common Victualler License Renewals for 2024

Ms. Dembkoski said that all paperwork is in order and they are in compliance. The TA recommends approval of the renewals.

Mr. Toole extended his appreciation to DDK for their community service to the Council on Aging.

Mr. Toole moved to renew the Town's Common Victualler Licenses for the following businesses for 2024:

29 Culinary LLC, dba Nan's Market, 271 Great Road

DDK Coffee Shop, 626 Great Road

Ms. Birch-McMichael seconded the motion and it passed unanimously.

Class II Used Car License Renewals 2024

Ms. Dembkoski said that all paperwork is in order and they are in compliance. The TA recommends approval of the renewals.

Mr. Toole moved to renew the Town's Class II Licenses for the following businesses for 2024:

Car Lot Express, 92 Great Road, Units 1 & 3

Dover Speed Shop LLC, 370 Hudson Road

BGL Automotive Corp., dba Hudson Road Auto, Inc., 383 Hudson Road

Patterson Auto Body, Inc., 18 Great Road

Ms. Birch-McMichael seconded the motion and it passed unanimously.

Stow TV Request

Stow TV Executive Director Jonathan Daisy was present in the Warren Room.

The connection between the Town Building, Town Hall, the library, the police station, and the two schools was cut when Center School was renovated. In our contract renewal with Comcast, they paid \$30k to buy out and not be responsible for the connection. The money will be used to upgrade the connection to fiber and connect the Town Building to Center School and Hale School. It is a 24-line system that holds a lot of data and can be used for video broadcasting, security cameras, and communication between buildings, among other things. There could be some capital funding in the

upcoming Verizon contract renewal which could be used for the second phase and extend the fiber down the road to other sites. Regarding the use of telephone poles in this process, companies are required to leave space on telephone poles for municipal fire alarms. The Board needs to grant access to this fire alarm space for the installation of the fiber.

Mr. Toole moved to allow Stow TV to use municipal fire alarm space to run fiber from the Town Building to Center and Hale schools, and further, to authorize the Town Administrator to work with HL&P and Verizon for approval. Ms. Birch-McMichael seconded the motion and it passed unanimously.

Small Jet Expansion at Hanscom Field – (continued discussion)

Ms. Hegemann said an environmental impact report will be issued this winter or spring and she recommended that this item be tabled until they have more information from the report.

Ms. Birch McMichael would like a clear objective as to what is expected from the Select Board when this topic is discussed in the future. The Board tabled further discussion.

Accept Donations from Peter Rhoads

Mr. Rhoads makes these donations every year and they are greatly appreciated. The donations are put in each department's gift account and there is no stipulation as to how the funds are spent.

Mr. Toole moved to accept the donations from Peter Rhoads for Town departments listed below:

\$500 for the Fire Department

\$500 for the Police Department

\$1,000 for Animal Control

Ms. Birch-McMichael seconded the motion and it was approved unanimously.

Board Correspondence & Updates

Mr. Constantzos commented on the email regarding the use of the registered trademark names YouTube and Zoom in the Recording of Meetings Policy. These are the accounts that the Town uses and the instructions in the policy should be clear and concise. Discussion ensued about the issue that some people in the audience may not want to be recorded; it was suggested that they could send a letter or an email to the Board. The TA said when it goes to Town Meeting as a bylaw then the residents can decide the level of transparency that they want.

Mr. Constantzos commented on the email received from Xfinity regarding price increases.

Adjournment

At 7:50 p.m. Mr. Toole moved to adjourn. Ms. Birch McMichael 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 Office in the meeting folder.