

AGENDA  
SELECT BOARD  
February 28, 2023  
7:00 p.m.  
Town Building & Zoom

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

Join Zoom Meeting

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

Meeting ID: 835 7777 9390

Passcode: 55313397

1. Public Comment
2. Board Member Comments
3. Town Administrator's Report
4. Appointments
5. **Public Hearing – 7:15 p.m.**
  - Pole Hearing for pole installations at the intersection of Great Road and Johnson Way – Derek Scott, Hudson Light & Power
6. Discussion and Possible Vote
  - Review Draft Animal Policies
    - Service Animals in the Workplace
    - Therapy Animals in the Workplace
  - Review Draft Proclamation Policy from KP Law
  - Review Draft Anti-Hate & Anti-Racism Statements
  - Discussion on Town Administrator and Planning Director's meeting with Linear Retail
  - Select Board Master/Comprehensive Plan Committee member selection
  - Review proposed changes to the Nashoba Regional School District Agreement
7. Meeting minutes
  - February 14, 2023
8. Correspondence
9. Adjournment

Correspondence Received:

2/14/2023 from Denise Demboski; Intention to Seek Renewal of Employment Agreement

1/11/2023 from Kristen Fox to Jonathan Bransfield; 63 and 65 White Pond Rd

1/30/2023 from Zoning Board of Appeals; Notice of Decision, Plantation Apartments I and II

2/10/2023 from Valerie Oorthuys to Derek Houle; 108-119 Great Road

2/15/2023 from Linda Hathaway; Election Information

2/20/2023 from Conservation Commission; Notice of Public Hearing 3/7/2023 Linear Retail Properties, LLC

2/14/2023 from Greg Franks of Comcast; Channel Lineup Changes; Form 500 for YE 2022; Annual Notice

2/15/2023 from Niall S Connors of Verizon; LFA Notice - Mexicanal

Posted Friday, 2/24/2023  
11 a.m.

# **PUBLIC HEARING**

Public Hearing  
7:15 p.m.

Pole Installations

Derek Scott,  
Hudson Light and Power

## Information For The Public Hearing On Pole Locations

### Public Hearing at 7:15 p.m.

The Chair should read the Public Hearing Notice:

*Notice is hereby given, in accordance with MGL Chapter 166, section 22, that the Select Board will conduct a public hearing regarding a Petition for Sole Pole Relocations request by Hudson Light and Power Department to relocate utility poles as follows:*

*GREAT ROAD, STOW – Install new Pole #47 ½ as a Mainline Pole and Pole 47 ½-PB as a Push Brace. These poles will be located on the southern side of Great Road at the intersection of Johnson Way and Great Road on western side. Their purpose is to provide a take off and support for a new 3 phase line that is required for Plantation Apt construction.*

*Also for permission to the petitioner to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as said petitioner may desire for distributing purposes.*

*The public hearing will be held on Tuesday, February 28, 2023, at or after 7:15 p.m. at the Stow Town Building, 380 Great Road, Stow, MA. The public may attend the meeting in-person or may participate via remote Zoom access.*

*Posted 2/7/2023*

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

The Chair should introduce the HL&P representative and let them explain the petition.

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 Board should make their final comments/questions.

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

The Chair should ask for a motion on the petition by **roll call vote**.



Town of Stow  
**SELECT BOARD**

Stow Town Building  
380 Great Road  
Stow, MA 01775  
978-897-4515 | [selectboard@stow-ma.gov](mailto:selectboard@stow-ma.gov)

**Notice of Public Hearing**

Notice is hereby given, in accordance with MGL Chapter 166, section 22, that the Select Board will conduct a public hearing regarding a Petition for Sole Pole Relocations request by Hudson Light and Power Department to relocate utility poles as follows:

GREAT ROAD, STOW – Install new Pole #47 ½ as a Mainline Pole and Pole 47 ½-PB as a Push Brace. These poles will be located on the southern side of Great Road at the intersection of Johnson Way and Great Road on western side. Their purpose is to provide a take off and support for a new 3 phase line that is required for Plantation Apt construction.

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**The public hearing will be held on Tuesday, February 28, 2023, at or after 7:15 p.m. at the Stow Town Building, 380 Great Road, Stow, MA.** The public may attend the meeting in-person or may participate via remote Zoom access.

Join Zoom Meeting:

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


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Posted 2/7/2023

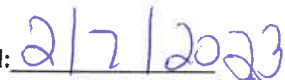
**ABUTTERS LIST  
NEW POLE LOCATION  
VARIOUS MAP PARCELS**

MAP/PARCEL	PROPERTY LOCATION	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	STATE	ZIP CODE	DEED BOOK	DEED PAGE
00U-11 000011	256 GREAT RD	MAHON KEITH H	JEANNE M MAHON	256 GREAT RD	STOW	MA	01775	23465	345
00U-11 000014	260 GREAT RD	LEMOINE, D. PETER	LEMOINE-PENA, MARAY C.	260 GREAT RD	STOW	MA	01775	69161	311
00U-11 000015	268 GREAT RD #270	HNATIO, DANIEL & JEFFREY, & MA	DANIEL LAWRENCE HNATIO REV TRUST	268 GREAT RD	STOW	MA	01775	12282	46
00U-11 000016	272 GREAT RD	MACDONALD JAMES G		8 PARKER ST	MAYNARD	MA	01754	59547	66
00U-11 000017	274 GREAT RD	ANDERSON JAMES J	NANCY ANDERSON	274 GREAT RD	STOW	MA	01775	12142	538
00U-11 000019	271 GREAT RD	PHILLIPS HERITAGE LLC		200 BARTON RD	STOW	MA	01775	66554	592
00U-11 000020	259 GREAT RD	DEXTER, MARK	DEXTER, DANA	259 GREAT RD	STOW	MA	01775	9959	25
00U-11 000021	245 GREAT RD	PAUL J DEVELLIS		245 GREAT RD	STOW	MA	01775	15882	293
00U-11 000022	159 CRESCENT ST	CLEARY SARAH		159 CRESCENT ST	STOW	MA	01775	43232	237
00U-11 000023	155 CRESCENT ST	BAKSHI, RAY	KULIG, RACHEL	155 CRESCENT ST	STOW	MA	01775	44517	357
00U-11 0009-5	15 DEVINCENT DR	REYNOLDS, GREGORY O. & NIVENE	GREGORY O. & NIVENEHAL H. REYNOLDS	15 DEVINCENT DRIVE	STOW	MA	01775	61147	334
00U-11 0012-1	11 JOHNSTON WY	VANGAASBEEK, CHET	FEINSTEIN, WENDY	11 JOHNSTON WY	STOW	MA	01775	29236	68
00U-11 10A-A1	252 GREAT RD	PLANTATION APARTMENTS II LLC	STOW ELDERLY HOUSING CORP	22 JOHNSTON WAY	STOW	MA	01775	65826	96
00U-11 13-1B3	22 JOHNSTON WY	PLANTATION APARTMENTS LP		PO BOX 52427	ATLANTA	GA	30355	44383	35

Certified by the Stow Board of Assessors:



Date Certified or Re-Certified:



## Joyce Sampson

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**From:** JP Benoit  
**Sent:** Thursday, February 23, 2023 3:42 PM  
**To:** Joyce Sampson  
**Subject:** RE: Select Board Public Hearing 2/28/2023 - Hudson Light & Power

Joyce,

I apologies for the delay, I had reached out to HL& P for a better location of the new poles. I have a safety concern of site lines pulling out of Johnston Way.

*John P Benoit*  
Fire Chief  
Stow Fire Department  
511 Great Road  
Stow, MA 01775  
[firechief@stow-ma.gov](mailto:firechief@stow-ma.gov)

978-216-0866 Office

### *Life Safety ~ First Priority*

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**From:** Joyce Sampson <[jsampson@stow-ma.gov](mailto:jsampson@stow-ma.gov)>  
**Sent:** Thursday, February 23, 2023 10:04 AM  
**To:** License & Hearing Distribution List <[License\\_Hearing\\_Notices@stow-ma.gov](mailto:License_Hearing_Notices@stow-ma.gov)>  
**Subject:** FW: Select Board Public Hearing 2/28/2023 - Hudson Light & Power

Hello,

I have received a few emails, but if you have comments and have not replied, please do so by 2 p.m. today.

Thank you!

Best regards,  
*Joyce*

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

## Joyce Sampson

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**From:** Joyce Sampson  
**Sent:** Thursday, February 23, 2023 9:58 AM  
**To:** selectboard  
**Subject:** FW: Select Board Public Hearing 2/28/2023 - Hudson Light & Power

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**From:** Valerie Oorthuys <planning@stow-ma.gov>  
**Sent:** Wednesday, February 22, 2023 4:19 PM  
**To:** Joyce Sampson <jsampson@stow-ma.gov>  
**Subject:** RE: Select Board Public Hearing 2/28/2023 - Hudson Light & Power

Hi Joyce,

The Planning Board reviewed the pole petition request for Johnston Way at their meeting last night. They'd like to note their goals around utility placement include minimizing the number of poles wherever feasible, utilizing existing poles wherever feasible, and to move onsite utilities underground. The Board would ask that HL&P provide the Select Board some explanation of their proposed pole locations to better understand the rationale.

Thank you,  
Valerie

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**From:** Joyce Sampson <[jsampson@stow-ma.gov](mailto:jsampson@stow-ma.gov)>  
**Sent:** Tuesday, February 7, 2023 2:17 PM  
**To:** License & Hearing Distribution List <[License\\_Hearing\\_Notices@stow-ma.gov](mailto:License_Hearing_Notices@stow-ma.gov)>  
**Subject:** Select Board Public Hearing 2/28/2023 - Hudson Light & Power

Hello,  
Attached is a pole petition request from Hudson Light & Power. The public hearing has been scheduled for Tuesday, February 28 at 7:15 p.m. during a regularly scheduled Select Board meeting.

Please send any questions or comments by Wednesday, February 22, 2023. Thank you!

Best regards,  
*Joyce*

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

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[Follow us on Twitter](#)



PETITION FOR SOLE POLE RELOCATIONS

Hudson, MA

February 6, 2023

To the Board of Selectmen of Stow, Massachusetts.

Hudson Light and Power Department requests permission to relocate poles, wires cables and fixtures, including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used by your petitioner, along and across the following public way or ways:

**GREAT ROAD, STOW – Install new Pole # 47 ½ as a Mainline Pole and Pole 47 ½-PB as a Push Brace. These poles will be located located on the southern side of Great Road at the intersection of Johnson Way and Great Road on western side. Their purpose is to provide a take off and support for a new 3 phase line that is required for Plantation Apt construction.**

Wherefore it prays that, after due notice and hearing as provided by law, the petitioner be granted sole locations for and permission to erect and maintain poles, wires and cables, together with anchors, guys and other such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked - HLPD No. 1. Dated **February 6, 2023**.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as said petitioner may desire for distributing purposes.

Your petitioner agrees to reserve space for one crossarm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

HUDSON LIGHT AND POWER DEPARTMENT:

By:   
Derek Scott

## ORDER FOR SOLE POLE LOCATIONS

In the Board of Selectmen of the Town of Stow, Massachusetts.  
Notice having been given and a public hearing held, as provided by law,

### IT IS HEREBY ORDERED:

That the Hudson Light and Power Department be and it is hereby granted sole locations for and permission to erect and maintain poles, and its wires and cables to be placed thereon, together with anchors, guys and other such sustaining and protecting fixtures as said petitioner may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said petitioners dated the 6th day of February, 2023.

All construction under this order shall be in accordance with the following conditions: Poles shall be of sound timber and reasonably straight, and shall be set substantially at points indicated upon the plan marked HLPD No.1. Dated February 6, 2023 filed with said petition. There may be attached to said poles by said HUDSON LIGHT AND POWER DEPARTMENT such wires, cables and fixtures as are necessary in its business, and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 12 feet from the ground elsewhere.

The following are the public ways or parts of ways along which the poles above referred to may be erected, and the number of poles, which may be erected thereon under this order:

Also that permission be and hereby is granted to said petitioner to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioner may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Stow, Massachusetts held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Board of Selectmen Clerk

We hereby certify that on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock PM, at Stow, Massachusetts, a public hearing was held on the petition of the Hudson Light and Power Department for permission to erect the poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the petitioner is permitted to erect poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

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

\_\_\_\_\_  
Selectmen of the Town of Stow, Massachusetts

### CERTIFICATE

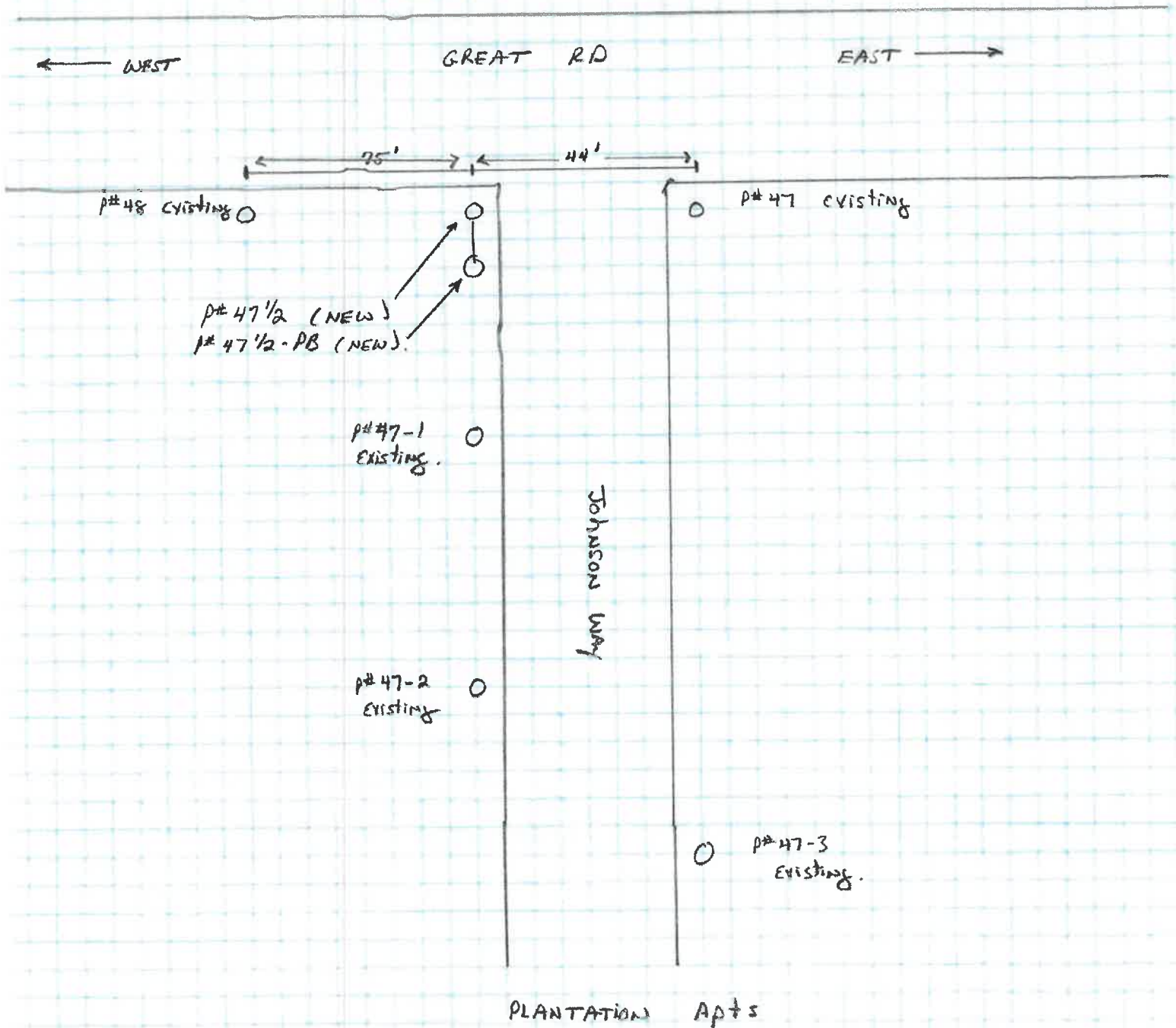
I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Stow, Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and recorded with the records of location orders of said Town, Book \_\_\_\_\_, Page \_\_\_\_\_. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

\_\_\_\_\_  
Town Clerk

PLAN H&PD #1  
FEB. 6, 2023

P#47 1/2 IS NEEDED TO PROVIDE NEW TAKE OFF OF  
3 PHASE WIRE, P#47 1/2 - PB IS A PUSH BRACE USED TO COUNTER  
ACT WEIGHT OF NEW WIRE THIS IS TO PROVIDE 3PHASE TO  
CONSTRUCTION AT PLANTATION APTS.



# **DISCUSSION & POSSIBLE VOTE**

# Review Draft Animal Policies

- Service Animals in the Workplace
- Therapy Animals in the Workplace



**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](mailto:townadministrator@stow-ma.gov)

Dolores Hamilton  
Assistant Town Administrator  
[assttownadmin@stow-ma.gov](mailto:assttownadmin@stow-ma.gov)

To: Select Board

From: Denise M. Dembkoski, Town Administrator

Re: Animals in the Workplace Policies

Date: February 17, 2023

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In an effort to continue to review our policies and business practices, we are putting forth these two policies on Animals in the Workplace. As most of you know, the Council on Aging, working through the Board of Health, has had a dog on the premises for years. When Alyson approached us about bringing her new dog Juneau into work, we decided it was time to update and formalize the policy.

Dolores worked with the Board of Health to put together these policies, which would cover both service animals and therapy animals. (The BOH recommended there be two separate and distinct policies.) The BOH reviewed these policies at their meeting on February 16, 2023, with Dolores and our Animal Control Officer and have approved them.

We are seeking the Board's support of these policies to implement them as of March 1, 2023.



## **Service Animals in the Workplace**



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2/xx/2023

### **POLICY SCOPE:**

The Town of Stow, in conjunction with the Board of Health, is committed to providing a safe and healthy environment for all, including residents, visitors, consultants, contractors, employees, and volunteers in municipal buildings. In keeping with this commitment, the Town does not permit employees to bring household pets to work. The purpose of this policy is to create guidance on service animals in our municipal buildings.

### **APPLICABILITY:**

This policy applies to all employees and volunteers of the Town of Stow and visitors to any town owned buildings. This policy recognizes that some people have service animals that assist them in activities of daily living. Employees governed by a collective bargaining agreement are subject only to those provisions of this policy not specifically regulated by law or agreement.

### **DEFINITION:**

**Service Animal** is an animal that has been trained to do work or perform tasks for an individual with a disability, including physical, sensory, mental, psychological, intellectual, or other mental disabilities as defined by the Americans with Disabilities Act (ADA). Service animals are trained to help an individual person who has a disability. Service animals can go to restaurants, shops, hospitals, schools and hotels.

### **POLICY DESCRIPTION:**

An employee who requires the help of a service animal that is individually trained to do work or perform tasks for the benefit of an individual with a disability will be permitted to bring a service animal to the office, provided that the animal's presence does not create a danger to others and does not impose an undue hardship upon the Town. The Town complies with all federal, state, and local laws to provide reasonable accommodations for people with disabilities. In compliance with the provisions of the Americans with Disabilities Act (ADA), individuals with disabilities shall be permitted to be accompanied by their service animal in all unrestricted areas of Town buildings, and may attend any class, meeting, or other event. Exceptions may apply in certain areas of certain buildings.

### **PROCEDURE:**

#### **Service Animals**

1. An Employee who has a disability and is requesting a reasonable accommodation for a service animal must contact the Human Resources (HR) department and provide the proper documentation.



## DRAFT

2. Current documentation that the animal is clean, properly vaccinated, free of parasites, fleas, and ticks consistent with public health requirements.
3. All service animals must be licensed in compliance with local laws and must also be vaccinated against rabies and other diseases typically found in that animal. The service animal must wear a tag displaying its rabies vaccine status and a license tag.
4. All service animals must have documentation on file with the HR department. If not on file, the handler must be prepared to present all documentation to the HR department or the Board of Health upon entering a public building.
5. Documentation to be provided will include license, rabies vaccine including documentation of all vaccines, and proof of an insurance policy that covers the service animal.
6. Service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents them from using these devices, in which case the individual must maintain control of the animal through voice, signal or other effective controls.
7. The service animal's handler must be always in complete control of the service animal. The care and supervision of a service animal is solely the responsibility of its handler. The animal must be:
  - a. Trained and not disrupt any program or activity
  - b. Odor free, free of fleas and ticks
  - c. Friendly, not bark, hiss, growl, bite, or threaten anyone
  - d. Housebroken and not urinate or defecate in a building
8. If the handler fails or is unable to take effective action to control the service animal, or the service animal consistently behaves inappropriately, acts out of control, or behaves poorly causing a disruption, or is unclean, and/or not housebroken, the service animal must leave the premises.
9. All documentation must be updated at least annually.

### **Service Animals**

The owner of the animal is completely and solely liable for any injuries or any damage to personal property caused by the animal. The Town of Stow will require the owner of the animal to maintain a liability insurance policy covering damage or injuries caused by the animal while in a municipal building.

1. The Town of Stow shall not be liable for loss of, or injury to, any service animal brought into municipal buildings.
2. The owner of the animal must be prepared to provide to the Town/Board of Health a current copy of a health certificate from a licensed veterinarian stating that the animal is properly vaccinated and is free of internal and external parasites, a current rabies vaccination certificate (for animals for which rabies vaccination is required by law), along with proof of licensing in the town in which the animal resides at least annually.

**DRAFT**

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**Town of Stow**

## **Therapy Animals in the Workplace**



2/xx/2023

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### **POLICY SCOPE:**

The Town of Stow, in conjunction with the Board of Health, is committed to providing a safe and healthy environment for all, including residents, visitors, consultants, contractors, employees, and volunteers in municipal buildings. In keeping with this commitment, the Town does not permit employees to bring household pets to work. The purpose of this policy is to create guidance on Therapy Animals in our municipal buildings.

### **APPLICABILITY:**

This policy applies to all employees and volunteers of the Town of Stow and visitors to any town owned buildings. This policy recognizes therapy animals who may be part of a program to benefit attendees. Employees governed by a collective bargaining agreement are subject only to those provisions of this policy not specifically regulated by law or agreement.

### **DEFINITION:**

**Therapy Animal** is an animal who, with their handler, are trained and certified to provide psychological or physiological therapy to individuals other than their handler. They work as a team with their owners to volunteer in settings such as daycare centers, schools, hospitals, libraries, and senior facilities. Unlike service dogs, therapy animals are encouraged to interact with people while they are on duty and are not allowed in restaurants, cafeterias, and may be limited to certain areas of a building.

### **POLICY DESCRIPTION:**

A certified therapy animal may be allowed in municipal buildings with its handler, provided that the animal's presence does not create a danger to others and does not impose an undue hardship upon the Town. The therapy animal must comply with all federal, state, and local laws, including vaccinations and be licensed in home town. Their handler must be in possession of proof of registration for presenting upon request prior to entering any town building.

### **PROCEDURE:**

#### **Therapy Animals:**

1. All therapy animals must be registered and approved by the HR department.
2. The therapy animal must be:
  - a. Trained and not disrupt any program or activity
  - b. Odor free, free of fleas and ticks
  - c. Friendly, not bark, hiss, growl, bite, or threaten anyone

## DRAFT

- d. Housebroken and not urinate or defecate in a building.
3. Proof of training, including a copy training certification. Therapy dogs must be trained, the training requires is Canine Good Citizen and Companion Obedience Foundation Skills Course, and evaluation of an American Kennel Club evaluation, however, other trainings may be approved by the HR department.
4. All therapy animals must be licensed in compliance with local laws, and must also be vaccinated against rabies and other diseases typically found in that animal and must wear a tag displaying its rabies vaccinated status as well as it's license.
5. The handler must provide current documentation that the animal is licensed, current with vaccinations, free of parasites and have a clean bill of health from a veterinarian.
6. When the therapy animal is on the premises, a notice will be posted saying that a certified animal is on the premises/in the building.
7. Therapy animals are not allowed in food preparation areas or other areas that may be unsafe for the animal or the handler.
8. The therapy animal must:
  - a. have an indiscriminating love for the people he/she meets
  - b. have a willingness and must like meeting new people
  - c. be trained and not disruptive to programs
  - d. have a calm, gentle, friendly, and happy demeanor
  - e. have a high tolerance for physical discomfort
  - f. not get easily scared by loud noises and sudden movements
  - g. not make excessive noise, growl, bite or threaten others
  - h. be housebroken
  - i. have all vaccinations annually
  - j. be licensed by the City or Town Clerk in the community the dog resides
  - k. Must not jump on people
9. The owner of the animal is completely and solely liable for any injuries or any damage to personal property caused by the animal. The Town of Stow will require the owner of the animal to maintain a liability insurance policy, usually a homeowner's pet policy, covering damage or injuries caused by the animal while in a municipal building.
10. The Town of Stow shall not be liable for loss of, or injury to, the therapy animal brought into municipal buildings.
11. The owner of the animal must be prepared to provide to the HR Department a current copy of a health certificate from a licensed veterinarian stating that the animal is properly vaccinated and is free of internal and external parasites, a current rabies vaccination certificate (for animals for which rabies vaccination is required by law), along with proof of licensing in the town in which the animal resides at least annually.

Review Draft  
Proclamation Policy  
from KP Law

**DRAFT**

## **TOWN OF STOW SELECT BOARD POLICY ON PROCLAMATIONS**

### **STATEMENT OF PURPOSE**

A proclamation is an official declaration or announcement issued by the Town of Stow's Select Board to recognize, honor, or commemorate certain people, events, activities, organizations, and issues. The goal of a proclamation is to recognize and celebrate the extraordinary achievements of local citizens and non-profit organizations, to honor occasions of importance and significance, and to increase public awareness of issues to improve the well-being of the citizens of Stow.

Whether to place a request for a proclamation on the Select Board's agenda, and whether the issue a proclamation that is adopted and communicated by the Town of Stow, lies solely within the discretion of the Select Board or the Town Administrator as its designee. Such decision is intended to communicate a message to the public on behalf of the Town, and as such it will be government speech for which the usual constraints of the First Amendment will not apply. In adopting this policy, the Select Board does not intend to open up a forum for public expression on any particular topic.

The Town encourages local and state individuals and organizations to coordinate their efforts with other similar groups before submitting a proclamation request, to ensure proclamations are not duplicative. These public service proclamations are strictly honorary, are not legally binding, and are not intended to be issued for conferences, birthdays, retirements, weddings, or anniversaries.

Proclamations will not be issued except in accordance with the Town's Policy on Proclamations (the "Policy"), which may be amended from time to time by the Select Board in the same manner in which it was adopted.

### **GUIDELINES**

The issuance of a proclamation will comply with the following guidelines. Proclamations generally must have Town-wide significance and demonstrate relevancy to the Town of Stow.

Proclamations generally may be issued for the following purposes:

1. Memorializing special or exemplary events or days, including certain times of celebration, recognition, or mourning.
2. Recognizing retirements from the Town of Stow following twenty-five or more years of continuous service, whether in an employment or volunteer capacity.
3. Supporting local arts and cultural celebrations.
4. Recognizing unique or especially successful local school-related activities, including without limitation, those for academics, athletics, or music.
5. Honoring local nonprofit service groups for their work in the community.

## **DRAFT**

6. Recognizing individuals for outstanding achievements in or for contributions to the community.
7. Supporting public awareness campaigns that have the potential to enhance public health, safety, or wellness.
8. Recognizing other exceptional events, activities, and/or people.

Proclamations generally will not be issued for the following:

1. Groups or individuals from outside the Town of Stow. This includes requests from national, international, or out-of-state organizations, unless a local chapter or office located in the Town of Stow is associated with the request.
2. Matters of a political, ideological, or religious nature.
3. Events or activities that do not benefit and/or relate to the Town of Stow.
4. Events, campaigns, or activities that are contrary to or in opposition to adopted Town policies, plans, regulations, or bylaws.
5. Personal activities that are not of a general public interest, including without limitation, deaths, family reunions, birthdays, anniversaries, groundbreaking, business events, etc.
6. Requests that are duplicative or redundant, particularly where a copy of the original proclamation may be provided instead.
7. Advertisements or commercial promotions.

### **PROCEDURE**

All proclamation requests must be submitted in writing using the attached form at least fourteen (14) business days prior to a regular Select Board meeting. Submission of a proclamation request does not guarantee its issuance. The Select Board will have the discretion to affirm, modify, or deny any proclamation request, consistent with this Policy.

Individual(s) or organization(s) seeking a proclamation must accompany their request with:

1. The contact person's first and last name, address, telephone number, and e-mail address;
2. A brief history with an overview of the person, event, activity, organization, or issue for which a proclamation is sought;
3. Whether funds are to be raised for the event, and who will benefit from the event, if applicable;
4. The proposed name and text of a draft proclamation, which may be approved, modified, or rejected by the Select Board in its discretion;
5. The day, week, and month, when the requested event is to be proclaimed; and
6. Whether the requestor would like the proclamation to be mailed, held for pick-up, or presented during a Select Board meeting.

Upon receipt of a completed application, the Town Administrator or her/his designee shall transmit the proclamation request to the Chair of the Select Board, who may, but is not required to, place the matter on an upcoming Select Board agenda. The Board is under no obligation to consider proclamation requests or to place such requests on its agenda.

## **DRAFT**

If the request for a proclamation is approved by the Select Board, the Board may delegate its preparation and finalization to the Town Administrator or her/his designee. A proclamation may be sent directly to the requestor, held for pick-up at Town Hall, or may be presented publicly at a Select Board meeting, at the sole discretion of the Select Board, depending on timing and the available time and space on the Select Board's agenda.

DRAFT

**DRAFT**

**PROCLAMATION REQUEST FORM**

**Requestor Name:** \_\_\_\_\_

**Organization/Group:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Background of the person, event, organization, issue, or activity:**

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

**Requested Title of Proclamation:** \_\_\_\_\_

**Requested Date of Proclamation:** \_\_\_\_\_

**Names and dates of event to be recognized:** \_\_\_\_\_

**Whether funds are being raised or who will benefit from an event:** \_\_\_\_\_

\_\_\_\_\_

**Suggested Text of Proclamation: (OR ATTACH DRAFT PROCLAMATION TO THIS FORM)**

WHEREAS, \_\_\_\_\_

WHEREAS, \_\_\_\_\_

WHEREAS, \_\_\_\_\_

WHEREAS, \_\_\_\_\_



**DRAFT**

NOW, THEREFORE, THE SELECT BOARD OF THE TOWN OF STOW HEREBY  
PROCLAIMS \_\_\_\_\_

---

**Is the proclamation desired to be presented at a Select Board meeting, picked up in person at Town Hall, emailed to you, or delivered by mail?**

---

**Policy Reminder:** Requests are honored at the Select Board's discretion. The Board reserves the right to approve or decline any proclamation request, or edit any draft language. Requests for proclamations to be presented at Select Board are also approved at the discretion of the Board.

DRAFT

# Review Draft Anti-Hate & Anti-Racism Statements



**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](mailto:townadministrator@stow-ma.gov)

Dolores Hamilton  
Assistant Town Administrator  
[assttownadmin@stow-ma.gov](mailto:assttownadmin@stow-ma.gov)

To: Select Board

From: Denise M. Dembkoski, Town Administrator

*one*

Re: Anti-Hate and Anti-Racism Statements

Date: February 21, 2023

---

Several months ago, the Board discussed drafting an Anti-Hate Statement. I have put together the attached two statement drafts, one for Anti-Hate and one for Anti-Racism. The Anti-Racism statement is based mainly statements received from other Towns. The Anti-Hate Statement is a broad statement standing against all forms of hate.

I thought these two documents might be a good starting point for you to use for this discussion.



# **Town of Stow Select Board Anti-Hate Statement**

*Adopted XXXX*

The Select Board firmly stands against all acts of hatred and all forms of isms that include, but are not limited to racism, sexism, ageism, ableism, classism, colorism, and ethnocentrism in our Town, across our nation, and our globe. We believe in the fair treatment of all human beings regardless of age, education level, race, ethnicity, gender expression and identity, nationality, national origin, creed, accent, physical and mental ability, political and religious stance, sex, sexual orientation, marital status, socioeconomic status, veteran status, profession, and other human differences.

We unequivocally and unapologetically condemn the divisive forces of hate, inequities and injustice against all persons, families, and communities. This includes all acts of bias, disrespect, discrimination, verbal and physical abuse, harassment, threats, defacing of property, violence, and the creation of environments of fear against any person, group, community, or population.

Together, we say to those who are victims of such acts, “We see you; we hear you; we stand with you.”



# Town of Stow Select Board Anti-Racism Statement

*Adopted XXXX*

Racism is not new in America, but the last decade has renewed a focus on race in our country. Actions have ranged from protests to community conversations to new laws being enacted and everything in between.

They were sparked at the national level by high profile killings of black men and women, but these atrocities occurred on a foundation of centuries of decisions and actions that have been deeply embedded into our laws and culture. Conflicts over policies including desegregation, voting rights, redlining, criminal justice, and education have contributed to the racial tension we see today. We share the responsibility to learn about the history of race in America, to challenge ourselves to identify and correct areas of inequity, and to help address injustices so that we can dismantle racism within all aspects of our community.

## **The Select Board recognizes and acknowledges several facts:**

- We know from the direct experiences of our friends and neighbors that racism has and does occur in Stow even though most of our residents condemn these acts.
- We know that many forms of racism are subtle and unconscious.
- We know that many forms of racism are systemic, often set by state and federal policies beyond our control.
- We know that Black, Hispanic, Asian, and Indigenous people are underrepresented in regional municipal workforces.
- We know, despite the complexity and discomfort, that racism must be addressed proactively: it cannot be ignored if we wish to build a stronger community.

Acknowledgment of facts must be backed by action if they are to have meaning. We are proud of recent actions, including the Board's proclamations for Black History Month, Pride Month, and Native American Heritage Month and the formation of the employee Diversity, Equity, and Inclusion group and their awareness activities. The Select Board believes a workplace that attracts and retains diverse personnel will allow it to serve its citizenry more creatively, strategically, and productively and supporting the employee DEI program will ensure these objectives, goals, and priorities are maintained. While these steps are important, we know that there is more to do.

The Stow Select Board commits to continuously improving all town policies and procedures to address these challenges head on. We commit to a culture where everyone is welcome and everyone can thrive, regardless of their race. We also acknowledge that racism is often connected to a person's gender, age, sexuality, religious beliefs, class, or ability, and that our policies should account for those relations.

The Select Board does not act alone: Anti-Racism work must be carried out by the community. Policy is shaped by many hard-working volunteers and staff members. We encourage residents to continue this conversation, provide feedback, and serve on town boards and committees. Together we will continue building a town we are proud to call home.

## Statements of other Towns

### West Tisbury:

The Select Board of the Town of West Tisbury recognizes and values diversity as a vital characteristic of the town. Yet, this moment calls on us to state unequivocally that we stand in solidarity with Black, Brown, Indigenous, and all People of Color against racial injustice and for racial equity.

The Select Board celebrates the diversity of the community it serves and the individuals it employs, embracing the differences in race, color, religious creed, national origin, ancestry, gender, age, economic status, disability, gender identity and sexual orientation.

The Select Board believes it has a responsibility to capitalize on the strength emanating from these differences and has a duty to ensure its employees, citizens, business associates and the members of the general public are treated with dignity and respect in all of their duties and dealings with the Town of West Tisbury.

The Select Board believes a workplace that attracts and retains diverse personnel will allow it to serve its citizenry more creatively, strategically, and productively. A successful inclusion and diversity program will ensure these objectives, goals, and priorities are maintained.

We take our commitment to inclusivity seriously by:

- Committing to Equal Opportunity Employment;
- Practicing a Community Policing Model;
- Providing Translation on our website;

Still, we can do more. We can be better. There can be no complacency. No “good enough.” To that end, we pledge:

- To listen carefully and engage in conversations about race and white privilege by acknowledging the systematic racism in our culture.
- To increase our broader understanding by requiring cultural competency, trauma and anti-racism and anti-bias training for all staff members.
- To further develop and promote equitable hiring policies and leadership cultivation at all levels of our organization.
- This is our commitment and our pledge. To listen, to engage and to be mindful in creating and maintaining a level of service that respects every person.

### **Weston:**

It is the policy of the Town of Weston that all human beings have the right to be treated with dignity and respect and given humane consideration regardless of age, gender, race, religion, national origin, sexual orientation, gender identity or expression, physical or mental ability, or other individual characteristics protected by the Constitutions and laws of the Commonwealth of Massachusetts and the United States. This Weston Human Rights Policy shall be publicly posted on a permanent basis on the Town website, in Town Hall, at the central office of the Weston Public Schools, at each Weston public school, at the Weston Public Library, and at the Weston Police Department

Human Rights Policy: “It is the policy of the Town of Weston that all human beings have the right to be treated with dignity and respect and given humane consideration regardless of age, gender, race, religion, national origin, sexual orientation, gender identity or expression, physical or mental ability, or other individual characteristics protected by the Constitutions and laws of the Commonwealth of Massachusetts and the United States. ”

### **Maynard:**

Racism is not new in America, but the last decade has renewed a focus on race in our country. Actions have ranged from protests to community conversations to new laws being enacted and everything in between.

They were sparked at the national level by high profile killings of black men and women, but these atrocities occurred on a foundation of centuries of decisions and actions that have been deeply embedded into our laws and culture. Conflicts over policies including desegregation, voting rights, redlining, criminal justice, and education have contributed to the racial tension we see today. We share the responsibility to learn about the history of race in America, to challenge ourselves to identify and correct areas of inequity, and to help address injustices so that we can dismantle racism within all aspects of our community.

The Select Board acknowledges several facts:

We know that conversations about race make people uncomfortable. However, we also know from the direct experiences of our friends and neighbors that racism has and does occur in Maynard even though a large majority of our residents condemn these acts.

We know that many forms of racism are subtle and unconscious.

We know that many forms of racism are systemic, often set by state and federal policies beyond our control.

We know that Black, Hispanic, Asian, and Indigenous people can be underrepresented in regional municipal workforces.

We know, despite the complexity and discomfort, that racism must be addressed proactively: it cannot be ignored if we wish to build a stronger community.

Acknowledgment of facts must be backed by action if they are to have meaning. We are proud of recent actions, including the formation of the Human Relations Committee to promote human rights, the creation of a policy to prevent town resources being used to enforce federal immigration law, and the designation of Indigenous Peoples Day in place of Columbus Day. While these steps are important, we know that there is more to do.

The Maynard Select Board commits to continuously improving all town policies and procedures to address these challenges head on. We commit to a culture where everyone is welcome and everyone can thrive, regardless of their race. We also acknowledge that racism is often connected to a person's gender, age, sexuality, religious beliefs, class, or ability, and that our policies should account for those relations.

The Select Board does not act alone: Anti-Racism work must be carried out by the community. Policy is shaped by many hard-working volunteers and staff members. We encourage residents to continue this conversation, provide feedback, and serve on town boards and committees. Together we will continue building a town we are proud to call home.



# Recap of Town Administrator and Planning Director's meeting with Linear Retail

Select Board  
Master/Comprehensive Plan  
Committee Member

held in accordance with Section 2-5(a) during the year following the year in which it is appointed.

- (c) **Master Plan Committee:** The Master Plan shall be reviewed at the direction of the Planning Board every five years, and a Master Plan Committee shall be appointed two years before the next update is due. The Board of Selectmen shall appoint a special committee of seven members comprised of a member of the Board of Selectmen, the Planning Board, the Board of Health, the Conservation Commission, and the Finance Committee and two Stow voters at large, who are not members of the above named boards.

The appointed committee shall present a final report to the Planning Board and said report shall include a Master Plan or updates to any existing Master Plan as required by Chapter 41 of the General Laws. The committee shall be discharged six months after the Master Plan or Master Plan updates have been presented to the Planning Board.

- (d) If the Board of Selectmen so approves, any review committee appointed hereunder may retain counsel to assist in its review and expend such funds as may be appropriated.

Section 7-8: Procedures Governing Multiple Member Bodies

- (a) **Meetings-** All multiple member bodies shall meet regularly at such times and places within the town as they may by their own rules prescribe. Except in cases of emergency, special meetings of any multiple member body shall be held on the call, by notice to each member at least forty-eight hours in advance of the time set, of the respective chairman or by one-third of the members thereof. A copy of said notice shall also be posted on the town bulletin board. Special meetings of any multiple member body shall also be called within ten days after the date of the filing with the town clerk of a petition signed by at least fifty voters and which states the purpose or purposes for which the meeting is to be called. Except as authorized by law, all meetings of all multiple member bodies shall be open and public.
- (b) **Agendas -** At least one business day before any meeting of a multiple member body is to be held, an agenda containing all items which are scheduled to come before the multiple member body at the meeting shall be posted on the town bulletin board. No action taken on a matter not included in the posted agenda shall be effective unless the multiple member body first adopts by a separate vote a resolution declaring that an emergency exists and that the particular matter must be acted upon at that meeting for the immediate preservation of the peace, health, safety or convenience of the town.
- (c) **Rules and Minutes -** Each multiple member body shall determine its own rules and order of business unless otherwise provided by this charter or by bylaw and shall provide for the keeping of minutes of their proceedings. These rules and minutes shall be public records, and copies of approved rules and minutes shall be delivered within thirty days to, and kept available in, the office of the town clerk for the convenience and review of the public.
- (d) **Voting -** Except on procedural matters all votes of all multiple member bodies shall be taken by a call of the roll and the ayes and nays shall be recorded by name in the minutes provided, however, if the vote is unanimous only that fact need be recorded.

# Review Proposed Changes to the Nashoba Regional School District Agreement

To: Nashoba Regional School District – School Committee  
From: Regional Agreement Amendment Advisory Committee (RAAAC):  
Leah Vivirito (Stow), Kathy Konno (Stow), Ellen Sturgis (Stow), Sharon Poch (Lancaster), Jen Fletcher (Lancaster), Lorraine Romasco (Bolton), and Brian Boyle (Bolton)  
Cc: Town Administrators and Select Boards in Bolton, Lancaster, and Stow  
Date: February 5, 2023  
Re: **Summary of Proposed Changes to the Regional Agreement**

---

## Background

In 2019, the expansion of the School Committee from eight to eleven members – which was required by the Constitution’s one person/one vote principle – triggered a need to review and amend the Regional Agreement. Due mainly to the pandemic and changes in District administration, the work of formally reviewing the agreement was postponed until 2021.

In October 2021, the School Committee and member towns created a Regional Agreement Amendment Advisory Committee (RAAAC). The RAAAC was designed to have the following membership: three members of the School Committee; three town officials, consisting of one from each member town from either the Select Board or Finance/Advisory Committee; and three community members, one from each town with preference given to School Council members.

The overall charge of the RAAAC was to review the agreement for updates and changes, and to bring it up-to-date with applicable laws and regulations since it was last amended in 2003. Over the past fifteen months, the RAAAC met eleven times to discuss potential changes to the Regional Agreement.<sup>1</sup> In addition to meeting among ourselves, the RAAAC also met or consulted with District administration and representatives from the Department of Elementary and Secondary Education (DESE).

Both the current Regional Agreement and the RAAAC’s proposed version are attached to this cover letter. The table below summarizes the recommended changes to the agreement. Because the new version has been edited and reorganized, a simple redline comparison is not helpful.

Before getting to the proposed changes, a brief note on the process. The RAAAC is an *advisory* committee that reports its recommendations to the School Committee. The RAAAC’s proposed version is now being placed before the School Committee for discussion and deliberation. Ultimately the School Committee is responsible for finalizing the document and submitting it to DESE for approval. Then, after obtaining DESE’s approval, the revised Regional Agreement can be placed on the warrants in the three member towns for approval at Annual Town Meetings. Per the current Regional Agreement, in order for the amended version to take effect, a “majority vote in each of the towns comprising the District” must approve it.

---

<sup>1</sup> The RAAAC’s agendas, meeting materials, minutes, and video recordings are available online: [https://www.nrsd.net/school\\_committee/subcommittees\\_advisory\\_meeting\\_agendas/regional\\_agreement\\_amendment\\_advisory\\_committee](https://www.nrsd.net/school_committee/subcommittees_advisory_meeting_agendas/regional_agreement_amendment_advisory_committee)

Topic	Current Version (2003)	RAAAC Proposed Version (2023)
School Committee Membership	<p><b>Section 1.(A)</b>                      “The committee shall consist of eight members: three from the town of Lancaster, three from the town of Stow and two from the town of Bolton.”</p>	<p><b>Sections II.A-B</b>                      Specifies that the committee “presently consists” of eleven members, and requires that the number of members be reviewed every 10 years, following the federal decennial census, to stay compliant with the one person/one vote principle. If it is determined that compliance with the one person/one vote principle requires a change in the number of committee members, such change shall be proposed as an amendment to the regional agreement.</p>
School Committee Vacancy	<p><b>Section 1.(B)</b>                      Provides that any vacancy will be jointly filled by “the selectman and the remaining members of the committee from the town involved”.</p>	<p><b>Section II.E</b>                      Preserves the same general method of filling a vacancy but provides additional detail regarding timing and notice requirements.</p>
Organization of the Committee	<p><b>Section 10.(A)</b>                      Provides that the committee will organize and choose its officers within 10 days after members are selected/elected.</p>	<p><b>Section III</b>                      Provides that the committee will organize in June, and includes statutory requirements around the selection of committee officers (e.g., voting by ballot for chair and vice-chair)..</p>
School Committee Powers & Duties	<p>Current version does not specify the legal sources of powers and duties.</p>	<p><b>Section IV.A-B</b>                      Specifies that the committee is the governing board of the District, and cites to the relevant M.G.L. provisions that confer and define powers and duties. Also sets forth the <a href="#">duties that are included in the committee’s policy manual</a>.</p>
Location of Schools	<p><b>Section 2.(A)</b>                      “The Regional District schools serving students from all district towns shall be located as near as feasible to the geographic and population centers of the District, except that any new school constructed for the purpose of accommodating pupils primarily from a particular member town shall be located in that town.”</p>	<p><b>Section V.A</b>                      “Any school serving students from multiple District towns shall be located as near as feasible to the geographic centers of the population said school serves. Any new school constructed for the purpose of accommodating students primarily from a particular member town shall be located in that town.”</p> <p>The intent is to provide some additional flexibility about the siting of schools that serve more than one town.</p>
Emergency Building Use	<p>Current version does not address this.</p>	<p><b>Section V.D</b>                      “In the case of an emergency situation (e.g., a flood) in a building in one member town when students and staff need to be moved for any time period, the students and staff will be moved to another school building in that member town. If moving to another school building in the member town is not feasible, the Superintendent or their designee shall have authority to move the students to another building on a temporary basis. Any move that exceeds thirty days must be approved by the Committee.”</p>



Topic	Current Version (2003)	RAAAC Proposed Version (2023)
District Budget	<p><b>Section 8</b> Current version requires the committee to adopt and present a budget on or before March 15th.</p> <p>Current version does not address Proposition 2½.</p>	<p><b>Section VI</b> Preserves the requirement that the committee adopt a budget by March 15th.</p> <p>Regarding Proposition 2½, the proposed version provides: “In accordance with M.G.L. c. 71, § 16B and regulations promulgated by the Department of Elementary and Secondary Education, and giving due consideration to the financial constraints imposed upon the member towns by M.G.L. c. 59, § 21C (‘Proposition 2½’), the Committee shall annually prepare and adopt a District budget.”</p> <p>The intent is to formalize the need for the committee to give due consideration to Prop 2½ in the development of its budget.</p>
District Budget (continued)	<p><b>Section 8</b> Other than specifying March 15th as an annual deadline, the current version does not specify any mechanism or process for sharing budgetary information before March 15th.</p>	<p><b>Section VI</b> “Prior to the public hearing on the proposed budget, the Committee shall convene a financial roundtable with representatives from the District and representatives designated by the member towns for the purpose of sharing financial circumstances and the proposed annual budget”</p> <p>The intent is to reflect the need for budgetary information-sharing.</p>
Apportionment of Operating Costs	<p><b>Section 4.(D)</b> “Operating costs shall be apportioned among the member towns on the basis of the average of the previous five (5) years’ enrollment as of October 1 of each of the preceding years[.]”</p>	<p><b>Section VII.B</b> The proposal would not change current practice, but clarifies that the student enrollment numbers to be used are the “foundation enrollment” numbers that are certified by DESE.</p>
Apportionment of Capital Costs	<p><b>Section 4.(C)I.</b> “Capital costs...in connection with any particular District school shall be apportioned on the basis of each member town’s pupil enrollment in such school.”</p>	<p><b>Section VII.C.2</b> Capital costs related to the high school “shall be apportioned on the basis of each member town’s student enrollment in said school on October 1.”</p> <p>The intent here is to use actual pupil headcounts rather than “foundation enrollment.”</p> <p>Capital costs for a leased (town-owned) building “will be the responsibility of such member town.”</p>
Incurring of Debt	<p><b>Section 4.(C).2-3</b> Under the current agreement, if indebtedness is for capital costs/improvements at a school that serves students from one member town (e.g., one of the elementary schools), the incurring of such indebtedness “shall be by vote of the voters of the member town so served, at an annual or special</p>	<p><b>Section VIII</b> This section gives the District broad authority to incur debt, in accordance with M.G.L. c. 71 §§ 16(d) and (n), with respect to region-wide assets (e.g., the high school). In sum, §16(d) says that if a school committee wants to incur debt for region-wide capital projects: (1) the committee has vote to authorize the</p>

Topic	Current Version (2003)	RAAAC Proposed Version (2023)
	town meeting, and said indebtedness shall be incurred by the member town so served and not the Regional School District.”	<p>debt, (2) the committee must send notice to the Select Boards within 7 days of the authorization vote, (3) within 60 days the authorization, any member town may hold a town meeting for the purpose of expressing disapproval of the amount of debt authorized, and (4) if a majority votes against the debt, the debt shall not be incurred.</p> <p>By contrast, for town-owned assets, or for future capital projects designed to serve students from one member town, the agreement preserves the current requirement that indebtedness “shall be by vote of the voters of the member town so served, at an annual or special town meeting, and said indebtedness shall be incurred by the member town so served and not the District.”</p>
Transportation	<p><b>Section 5</b> The current version specifies the general rule that “students in pre-kindergarten through grade eight shall attend schools in their town of residence[.]”</p>	<p><b>Section IX</b> This section now simply provides that transportation is a District responsibility, the costs of which “shall be apportioned to the member towns as an operating cost.”</p> <p>The purpose was to give the committee greater flexibility over transportation management.</p>
Excess and Deficiency Fund	Current version does not address this.	<p><b>Section X</b> Provides that the District will maintain an E&amp;D Fund in accordance with M.G.L.</p>
Audits and Audit Advisory Committee	<p><b>Section 11</b> Current version provides for the existence of an Audit Advisory Committee to review the district’s financial reporting process and annual audits.</p>	<p><b>Section XI</b> The proposed version: (a) mandates an annual audit and requires the report to be shared with Select Boards and TAs, (b) requires a forensic audit every five years “and at other times at the discretion of the Committee by majority vote”, (c) preserves the role of the Audit Advisory Committee.</p>
Amendments to the Regional Agreement	<p><b>Section 7</b> Amendments may be initiated by the SC or by the petition of 10% of voters across the member towns. Amendment must be approved “by majority vote in each of the towns comprising the District.”</p>	<p><b>Section XII</b> Amendments (other than admission/withdrawal to the District, which are dealt with separately) may be initiated by a two-thirds vote of the SC, or by the petition of 10% of voters of any one of the member towns. Amendments must be approved by majority vote in each of the member towns and by DESE.</p>
Withdrawal from the District	<p><b>Section 6.(B)</b> The current version permits a town to withdraw by majority vote at a town meeting, but only if a majority of the SC members not from the withdrawing town agree. The withdrawing town remains liable for outstanding indebtedness of the District.</p>	<p><b>Section XIII</b> In the proposed version, a town must first take a vote to express its desire to withdraw. If that vote passes, it would trigger the need to amend the Regional Agreement (plus several other formal requirements, like the submission of a Longer Range Education Plan by the withdrawing town).</p>



Topic	Current Version (2003)	RAAAC Proposed Version (2023)
		<p>Additionally, a request to withdraw would only become effective after the newly amended Regional Agreement is approved by the SC, approved by DESE, and “is approved by majority vote at an annual or special town meeting in the town seeking to withdraw and in a majority of each of the other member towns”.</p> <p>These changes acknowledge that the withdrawal of a member town is a fundamental change in the overall arrangement which should require a full review of the Regional Agreement, and should require approval by all three member towns.</p>
Admission to the District	<p><b>Section 6.(A)</b> Current version allows for a town to be admitted by majority vote of the SC and if the new town’s voters accept the Regional Agreement.</p>	<p><b>Section XIV</b> The proposed version requires a new town to submit a Long Range Education Plan to the SC, which may then seek approval from DESE to admit the town. Then, assuming DESE approves, the SC would have to formulate an amendment to the Regional Agreement that includes, among other things, buy-in payments by the new town for capital costs that have previously been incurred by the member towns. The amended regional agreement (admitting the new town) would have to be approved by majority vote in the town seeking admission and in all of the other member towns.</p>

# **Nashoba Regional School District Agreement**



**Bolton**

**Lancaster**

**Stow**

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**NASHOBA REGIONAL SCHOOL DISTRICT AGREEMENT**  
(1994, Amended 2003, Amended 2023)

**General Information**

This agreement is formed pursuant to Chapter 71, Sections 14-16I of the Massachusetts General Laws (“M.G.L.”) for the purposes of forming the Nashoba Regional School District (the “District”) among the towns of Bolton, Lancaster, and Stow (the “member towns”).

Consistent with M.G.L. c. 71, § 16I, if any provision of this Agreement is found to be invalid, the remainder of this Agreement shall not be affected thereby.

**Governance**

**Section I. TYPE OF DISTRICT**

The District is a regional school academic district and shall provide educational programs for public school students who reside in the members towns and who are attending grades pre-kindergarten (pre-k) through grade twelve (12).

**Section II. THE REGIONAL SCHOOL DISTRICT COMMITTEE**

- A. **Composition.** The powers and duties of the District shall be vested in and exercised by a District school committee (“the Committee”). The Committee presently consists of eleven (11) members: three (3) from the town of Bolton, four (4) from the town of Lancaster, and four (4) from the town of Stow.
  
- B. **Ten-Year Population Review.** The population of each member town shall be determined every ten (10) years using the federal decennial census. The census will then be reviewed by the Committee to determine if the number of Committee members from each member town is in compliance with the one person/one vote principle. If population changes in any member towns require an adjustment in the number of members to be elected to the Committee, such adjustment shall be proposed as an amendment to this Agreement pursuant to Section XII below.
  
- C. **Election.** At the annual town election, registered voters in each member town shall elect the Committee member(s) from their town. Each Committee member must throughout their term reside in the town which the member represents, and upon their removal from such town their seat on the Committee shall be deemed vacant.
  
- D. **Term.** Each Committee member is elected for a term of three (3) years. Said term will begin at the annual organizational meeting held in June as outlined in Section III.A. Each three year term will conclude at the time that the next term begins.

- E. Vacancy. When a vacancy on the Committee occurs between elections for any reason, the Select Board of the member town involved and the remaining members of the Committee from that town share the responsibility for filling it. The Committee will notify the Select Board within 30 days of the vacancy's occurrence. The Town Select Board will officially and publicly announce the vacancy. After two weeks' notice, so that voters of the town may have the opportunity to state their candidacy in writing to the Select Board, and within a month of the vacancy's announcement, the Select Board and Committee members of the member town will meet to fill the vacancy by ballot vote. To be elected, a candidate must receive a majority of the votes of the officials entitled to vote. The person elected will fill the seat on the committee until the next town election, at which time a member will be elected to serve the remainder of the term, if any.

### Section III. ORGANIZATION OF THE COMMITTEE

- A. Organizational Meeting: Every June, the Committee will conduct an organizational meeting to elect from its membership a chairperson and a vice chairperson by ballot vote. Both the chairperson and vice chairperson will hold their respective offices for a term of one year or until a successor is elected. The Superintendent of Schools will call to order this annual organizational meeting and conduct the election of a chairperson. The election will proceed as follows: Nominations for the office of chairperson will be made from the floor by another member of the Committee without the need to be seconded. The chairperson will be elected by a majority ballot vote of the members present and voting. If no nominee receives a majority vote, the election will be declared null and void and nominations will be reopened, and a new election shall be taken by ballot until the Committee successfully elects a chair by a majority ballot vote. Upon election, the elected chairperson will preside, calling for the election of a vice chairperson using the same procedures. The Committee will also appoint a secretary and a treasurer who may be the same person but need not be members of the Committee, per M.G.L. c. 71, § 16A. Following election and appointment of officers at its organizational meeting, the Committee may proceed into such regular or special business as scheduled on the agenda.
- B. Quorum: A majority of the committee members, excluding vacancies, will constitute a quorum. A number smaller than a quorum can adjourn a meeting.
- C. Officer Vacancy. Any vacancy in the office of chairperson and vice chairperson that occurs between the annual organizational meetings will be filled by a member elected by the Committee according to the procedure outlined in Section IIIA. The election will follow the procedures above and occur no later than 60 days after the creation of the vacancy. Any vacancy in the office of secretary or treasurer that occurs between the annual organizational meetings will be filled by a member appointed by the Committee according to the procedure outlined in Section IIIA. The appointment will follow the procedures above and occur no later than 60 days after the creation of the vacancy.

Section IV. POWERS AND DUTIES OF THE COMMITTEE

- A. Powers. The Committee is the governing board of the District. The Committee has autonomous authority, within limitations established by law, to carry out the educational policies of the state. The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this Agreement, and such other additional powers and duties as are specified in MGL Chapter 71, Section 14 to 16L, inclusive, and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general law or in any applicable special law.
- B. Duties. The duties of the Committee include but are not limited to:
1. Legislative policymaking. The Committee is responsible for the development of policy as guides for administrative action and for employing a Superintendent who will implement its policies.
  2. Appraisal. The Committee is responsible for evaluating the effectiveness of its policies and their implementation.
  3. Provision of financial resources. The Committee is responsible for adoption of a budget that will enable the school system to carry out the Committee's policies.
  4. Public relations. The Committee is responsible for providing adequate and direct means for keeping the local citizenry informed about the schools and for keeping itself and the school staff informed about the needs and wishes of the public.
  5. Educational planning and evaluation. The Committee is responsible for establishing educational goals and policies that will guide the Committee and staff for the administration and continuing improvement of the educational programs provided by the School District.
  6. Appointment of Superintendent. The Superintendent shall be appointed by vote of the Committee and shall directly report to the Committee as provided by law and perform all the duties that are prescribed by law and such other duties, not inconsistent therewith, as a majority of the Committee may direct.
  7. Review of Regional Agreement. At least every five years, the Committee will undertake a formal review of the terms of this Agreement. Proposals for amendments to this Agreement will be processed consistent with Section XI.

## **School Buildings**

### **Section V. BUILDING LOCATIONS AND LEASES**

- A. **Location of Schools.** Any school serving students from multiple District towns shall be located as near as feasible to the geographic centers of the population said school serves. Any new school constructed for the purpose of accommodating students primarily from a particular member town shall be located in that town.
- B. **District Central Office.** The Committee shall establish and maintain within the District a central office for the transaction of its business. Such central office currently is located in the Emerson School building in Bolton, as described in Section V.C.
- C. **Leases.** The Town of Bolton is hereby authorized to lease to the District all the premises and buildings presently known as the Emerson School (including the 1952 + 1972 sections) and the Florence Sawyer School. The Town of Lancaster is hereby authorized to lease to the District all the premises and buildings presently known as the Mary Rowlandson Elementary School and the Luther Burbank Middle School. The Town of Stow is hereby authorized to lease to the District all the premises and buildings presently known as the Hale School and the Center School.

Each of the leases authorized above shall be for a term not in excess of twenty (20) years. Each of the leases shall contain a provision for the extension of the term thereof for an additional term not in excess of twenty (20) years, renewable at any time during the term, at the option of the Committee. The terms of each lease commenced on July 1, 1994 and were extended on July 1, 2006 to the year 2026. Each of the leases shall contain provisions authorizing the District to insure, repair, improve, alter, or remodel any of the leased buildings. [The District will have general charge and superintendence of the leased school buildings.](#)

In the event of withdrawal of any of the member towns from the District, the leases of that withdrawing town shall be terminated at the time of such withdrawal, except with respect to the lease governing the District's central office. Each lease involving a member town shall be on such other terms as may be determined by the Select Board thereof and the Committee, who shall execute the lease for the member town and the District, respectively.

New school facilities not owned by the District and built by member towns shall be subject to the leasing terms as outlined above. When facilities are no longer used for educational purposes as determined by a vote of the Committee, the lease for that facility is terminated.

- D. **Emergency Building Use.** In the case of an emergency situation (e.g., a flood) in a building in one member town when students and staff need to be moved for any time period, the students and staff will be moved to another school building in that member town. If moving to another school building in the member town is not feasible, the Superintendent or their designee shall

have authority to move the students to another building on a temporary basis. Any move that exceeds thirty days must be approved by the Committee.

## **Budget Preparations and Related Matters**

### **Section VI. DISTRICT BUDGET**

In accordance with M.G.L. c. 71, § 16B and regulations promulgated by the Department of Elementary and Secondary Education, and giving due consideration to the financial constraints imposed upon the member towns by M.G.L. c. 59, § 21C ("Proposition 2½"), the Committee shall annually prepare and adopt a District budget.

Consistent with M.G.L. c. 71, § 38N, the Committee shall hold a public hearing and adopt by a 2/3rds vote its proposed annual budget by March 15 for the upcoming fiscal year.

Prior to the public hearing on the proposed budget, the Committee shall convene a financial roundtable with representatives from the District and representatives designated by the member towns for the purpose of sharing financial circumstances and the proposed annual budget.

The apportionment of costs appearing in the budget will be calculated consistent with Section VII of this Agreement. The District's budget shall be voted at the member towns' annual town meetings. An affirmative vote of two of the three member towns is required to pass the District's budget.

### **Section VII. APPORTIONMENT OF COSTS INCURRED BY THE DISTRICT**

- A. **Classification of Costs.** For the purpose of apportioning costs assessed by the District to the member towns, costs shall be divided into two categories: operating costs and capital costs.
- B. **Operating Costs.** Operating costs shall include all costs not included in capital costs, as defined in Section VII.C below. Without limiting the generality of the preceding sentence, the following shall be classified as operating costs: salaries; wages; supplies; textbooks; ordinary repairs and maintenance; interest on temporary notes issued by the District in anticipation of revenue; and other costs incurred in the day-to-day operation of District schools.

**Assessment of Operating Costs.** Pursuant to M.G.L. c. 70, § 6 and 603 CMR 41.01, for each fiscal year, the assessment of operating costs for each member town will be the sum of the following: (a) the member's required local contribution to the District as determined by the Commissioner of Elementary and Secondary Education; (b) the member's share of that portion of the District's net school spending, as defined by M.G.L. c. 70, § 2, that exceeds the total required local contributions for all members; and (c) the member's share of costs for transportation and all other expenditures (exclusive of capital costs as defined under Section VII.C below) that are not included in the District's net school spending.

A member's share of (b) and (c) above will be calculated on the basis of "foundation enrollment" as defined in M.G.L. c. 70, § 2 based upon a five-year rolling average. That is, for any fiscal year, a member will pay the same percentage of (b) and (c) above as that member's foundation enrollment for the preceding five years when the foundation enrollment figures for those five years are averaged.



**C. Capital Costs.** Capital costs shall include capital outlay appearing in the 7000 DESE function codes. Without limiting the generality of the preceding sentence, the following shall be classified as capital costs: the costs of acquiring land; the costs of constructing, reconstructing, and adding to buildings; the costs of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the costs of the original equipment and furnishings for such buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions and related premises in operating condition. Capital costs also include principal and interest debt service. Instructional capital expenditures which qualify under net school spending are not included under capital costs and instead are included as an operating cost. For purposes of this Agreement, capital costs shall be defined as costing \$10,000 or greater.

**Commented [PLM1]:** On 2/10/23, M. Griffin said: District shouldn't define capital as \$10,000 or greater, because it's inconsistent with what financial reporting requires (i.e., more than \$5,000, as provided in school finance reporting requirements/chart of accounts); also, framing it like this creates uncertainty as to the allocation of costs for capital expenses between \$5,000 and \$9,999 -- i.e., it leaves district without means of apportioning capital costs between \$5,000 and \$9,999.

1. **Capital Plans.** The District shall develop a five-year capital plan for each school building that will be provided to each member town by January 1. This plan shall include: capital item descriptions, estimated costs, and the projected useful life.
2. **Assessment of Capital Costs for the High School.** Capital costs (including debt service on bonds or notes issued by the District to finance capital costs) related to the high school shall be apportioned on the basis of each member town's student enrollment in said school on October 1. If there is no enrollment in such school on the aforesaid October 1, the apportionment of capital costs with respect thereto shall be made on the basis of the estimated student enrollment from each member town in such school on the aforesaid date had there been any enrollment; such estimate to be made by the Committee.
3. **Assessment of Capital Costs for Other District-Owned Assets.** Capital costs (including debt service on bonds or notes issued by the District to finance capital costs) related to other District-owned buildings and capital assets shall be apportioned in the same manner as operating costs per Section VII.B above.
4. **Capital Costs for Leased Buildings:** Capital costs (including debt service on bonds or notes issued by the member town to finance capital costs) related to a building owned by one member town will be the sole responsibility of such member town.
5. **Payment of Apportioned Costs.** Payments of one-quarter of each member town's total apportioned costs to the District, including indebtedness, shall be made on the first day of each February, May, August, and November.

Section VIII. INCURRING OF DEBT

- A. Power to Incur Debt. Except as provided by Section VIII.C below, the District may borrow under M.G.L. c. 71, §16(d) and any other applicable general or special law now or hereafter in effect. No debt may be incurred until authorized in accordance with M.G.L. c. 71, §16(d) or pursuant to the provisions of any other applicable general or special law now or hereafter in effect. The Committee may, by a vote of two-thirds of all of its members, require that the approval of any particular authorized issue of indebtedness shall be by the registered voters of the member towns pursuant to the provisions of M.G.L. c. 71, §16(n) rather than pursuant to the provisions of M.G.L. c. 71, §16(d).
- B. Notice of Debt Authorization. Pursuant to M.G.L. c. 71, §16(d), not later than seven (7) days after the date on which the Committee authorizes the incurring of debt (other than temporary debt in anticipation of revenue to be received from any other source), the Committee shall cause written notice of the date of said authorization, and the general purposes for authorizing such debt, to be given to the Select Board of each participating town.
- C. Debt for Capital Costs in One Member Town. Incurring of indebtedness for capital costs for school property and facilities to serve students from one member town shall be by vote of the voters of the member town so served, at an annual or special town meeting, and said indebtedness shall be incurred by the member town so served and not the District.

Section IX. TRANSPORTATION

Transportation of students to and from school shall be provided by the District and the cost thereof, after deduction of any state transportation reimbursement, shall be apportioned to the member towns as an operating cost.

Section X. EXCESS AND DEFICIENCY FUND

The District will maintain a so-called "Excess and Deficiency Fund" which shall be administered consistent with directives from the Department of Revenue and with the terms of M.G.L. c. 71, § 16B½.

Section XI. AUDITS AND AUDIT ADVISORY COMMITTEE

- A. Mandated Annual Audit. Pursuant to M.G.L. c. 71, § 16A, the Committee shall solicit proposals and contract with an independent public accountant to perform an annual financial audit and make management recommendations, and shall receive the audit report in public session. Copies of the audit report shall be provided within 10 days to the director of accounts, Select Boards, and Town Administrators.
- B. Five-Year Forensic Audit. The Committee shall solicit proposals and contract with an independent public accountant to perform a forensic financial audit of the District's financial affairs and operations every five (5) years and at other times at the discretion of the Committee by majority vote.

C. Audit Advisory Committee.

1. Membership. The Committee shall create an Audit Advisory Committee consisting of four (4) voting members: one (1) from each member town appointed jointly by the Select Board and Finance Committee of that member town, and one (1) voting member appointed by the Committee, who shall not be a member of the District's administration. Each member must be independent of the financial reporting system of the District and should possess a reasonable level of financial literacy. The Audit Advisory Committee shall review the District's reporting process and audit(s), both financial and compliance.
2. Powers and Duties. The Audit Advisory Committee shall:
  - a. Establish an understanding of the District's financial reporting system through meetings and interviews with the District's management and individual interviews with members of the District's financial reporting department. The Audit Advisory Committee will also have the authority to request financial reports from the business office of the District showing detailed financial transactions, actual expenditures against budgets, summaries of all "off budget" financial operations, all liabilities incurred or anticipated, and balances of all bank accounts.
  - b. Recommend to the Committee the hiring of the accounting firm that audits the financial affairs of the District. The Audit Advisory Committee will recommend the scope of any audits performed, may meet with the auditors throughout the auditing process, and will receive any reports prepared by auditors when available to the District and Committee.
  - c. Recommend to the Committee each year the amount of money required for auditing activities, and will recommend to the Committee expenditures from the auditing budget line item.
  - d. Report annually, after receiving the annual audit, or at other times it may deem appropriate, to the full Committee on the adequacy of the financial reporting system, outcomes of the annual audit, and its recommendations for any changes in procedures. In addition, the Audit Advisory Committee will conduct, at least annually, a public session designed to inform the citizens of the member towns about the District's financial health.

## **Amendment Procedures and Changes in District Membership**

### **Section XII. AMENDMENTS**

- A. **Procedure.** Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section XIII), and except a proposal for amendment providing for the admittance of a new member (which shall be acted on as provided in Section XIV) may be initiated either by a two-thirds vote of all members of the Committee, or by a petition signed by 10 percent of the registered voters of any one of the member towns. In either case, such proposed amendment must be approved by majority vote at an annual or special town meeting in each of the member towns in the District and by the Commissioner of Elementary and Secondary Education (Commissioner).
- B. **Limitation.** No amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness of the District which are then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District consistent with the terms of this Agreement, and nothing in this section shall prevent the reapportionment, resulting from said admission of a new town, of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

### **Section XIII. WITHDRAWAL OF TOWNS FROM THE DISTRICT**

In the event that a member town decides to seek to withdraw from the District, the following procedures and requirements will apply.

- A. **Vote Expressing Desire to Withdraw.** Any member town seeking to withdraw from the District shall, by vote at an annual or special town meeting, request the Committee to formulate an amendment to this Agreement setting forth the terms under which the town may withdraw from the District. No withdrawal will take effect on other than July 1 of a given year, and the vote spoken of in the preceding sentence, as well as the notification to the District consistent with paragraph B below, as well as the submittal of a long-range education plan consistent with paragraph C below, must all occur no less than two (2) fiscal years prior to the desired date of withdrawal. Approval of the Commissioner must occur by the preceding December 31<sup>st</sup> for the withdrawal to be in effect the following July 1, consistent with 603 CMR 41.03.
- B. **Notice.** The clerk of the town seeking to withdraw shall, within seven (7) days of the vote, notify the Committee chairperson as well as the District's superintendent in writing that the town has voted to request the Committee to formulate an amendment to the Agreement setting forth the terms for withdrawal. The clerk will provide a certified copy of the vote with the notification.
- C. **Long-Range Education Plan.** No less than two (2) full years prior to the desired date of withdrawal, the town seeking to withdraw, in addition to the other requirements set forth in paragraph A above, will submit to the Commissioner of Elementary and Secondary Education and to the District a "Long-Range Education Plan" consistent with 603 CMR 41.02(2). The Long-Range Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected

enrollments; an inventory of all educational facilities under the jurisdiction of the District; the proposed administrative structure; the fiscal ramifications of withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.

- D. Requirements. In addition to other terms and requirements which the Committee may include in the amendment, the town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the town's share of the indebtedness of the District which is outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District; (3) other continued liabilities like OPEB, pensions, legal costs, etc.; and (4) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.
- E. Approval of Withdrawal. A request to withdraw shall become effective only if the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner on or before December 31<sup>st</sup> of the preceding year consistent with 603 CMR 41.03, and is approved by majority vote at an annual or special town meeting in the town seeking to withdraw and in a majority of each of the other member towns, and the withdrawal can become effective no less than one full year after the completion of these requirements.

#### Section XIV. ADMISSION OF TOWNS TO THE DISTRICT

- A. Additional towns may apply for admission to the District, although no admission will occur on a date other than July 1 of a given year. Towns applying for admission must submit to the Committee and Commissioner a Long-Range Education Plan consistent with 603 CMR 41.02(2). The Committee will then formulate an amendment to this Agreement, setting forth the terms upon which the new member will be admitted. Without limitation, such terms will include "buy-in" payments by the new town to reflect capital costs that have previously been incurred by the member towns, and an ongoing assessment for existing debt service. No admission of a new town will occur unless the amendment to the Agreement is approved by majority vote of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual or special town meeting in the town seeking admission and in each of the other member towns. Approval of the Commissioner must occur by the preceding December 31<sup>st</sup> consistent with 603 CMR 41.03. No admission of a new town will become effective less than one full fiscal year after the completion of these requirements.

FINAL PAGE:

RECORDING OF EACH TOWN'S MEETING VOTE AND DATE

SIGNATURE OF COMMISSIONER OF EDUCATION AND DATE

# MINUTES

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

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

Chair Birch-McMichael called the meeting to order at 7 p.m.

**Public Comment**

Debbie Woods was present in the Warren Room and said she supports hybrid and remote work situations, and now that COVID-19 is winding down she asked that the Board review the employee policy to see if working remotely is addressed and is fair and equitable across departments.

Leigh Hilderbrandt, 196 Great Road, was present via Zoom and said she sent a letter to the Select Board and the Planning Board about boundaries for the Lower Village Business District, and that there was a land court judgment regarding a property that was next to 194 Great Road.

**Board Member Comments**

Ms. Frecha is on LACAC (Local Access Channel Advisory Committee) and said Stow TV is now streaming in HD (high definition). More information is available on their webpage on [www.stow-ma.gov](http://www.stow-ma.gov).

Mr. Constantzos commended the Fire Department and other town agencies who came out to the Meeting House building when the sprinkler system malfunctioned during the deep freeze and emptied out and flooded the lobby.

Mr. Constantzos shared his thoughts about the human cost of the earthquake in Turkey and Syria, with over 35,000 dead and thousands more displaced.

Mr. Constantzos acknowledged NASJA's stand against Asian-American racism which was a result of recent hate crimes that happened earlier this month.

Ms. Sturgis reported that the Regional Agreement Amendment Advisory Committee has finished their work and its recommendations are going to the School Committee. She asked if this Board should have a presentation before it is placed on the warrant for town meeting. The Board was invited today to the School Committee meeting to hear an overview and have questions answered.

Ms. Sturgis noted the passing of resident Tony Todesco who owned One Main Street Florist, saying that he was a true artist. Ms. Frecha added that Tony did the seasonal arrangements in Town Building since it opened and said his beautiful work was sculptural and considered all of the elements of art.

**Town Administrator (TA) Report**

- As of February 9, there are 14 COVID-19 cases in town, which is an almost 16% positivity rate. At-home testing kits are available in the Town Building lobby, the Board of Health office, the Library, and at the Council On Aging.
- The school budget is being presented to the Finance Committees on February 28 via Zoom. The TA asked that her budget presentation to this Board be pushed to the March 14 meeting.



- At the request of Linear Plaza, Planning Director Valerie Oorthuys and the TA are meeting with their representatives next week about their concerns, which include drive-throughs at the plaza.
- The Open Meeting Law (OML) provision for remote meetings is set to expire. There is pending legislation to extend the current provisions through June, 2024. She will keep everyone posted.
- Regarding the OML, the TA reminded boards to not conduct business via email; everything must be discussed in a posted open meeting. Also, there are many boards without minutes posted timely on the website. The Town Clerk is looking to put together an OML seminar.

## **Appointments**

### **Robert Webster to the Board of Registrars**

Robert Webster was present via Zoom. Mr. Webster comes highly recommended by the Town Clerk's office and helped out at the election last year. Mr. Webster said he and his family have lived in Stow since 2006 and said it is a wonderful community where they have raised their two children. His children are older now and he wants to give back with public service.

*Board member Constantzos moved to appoint Robert Webster to the Board of Registrars, to complete the remainder of an unexpired three-year term expiring June 30, 2024.*

*Board member Frecha seconded the motion and it passed unanimously.*

### **Daniel Gesell to the position of Laborer for the Highway Department**

Daniel Gesell was present via Zoom. Ms. Dembkoski said that Dan has a lot of varied experience and will be a great fit for the Highway Department.

*Board member Constantzos moved to appoint Daniel Gesell to the position of Laborer for the Stow Highway Department. Board member Frecha seconded the motion and it passed unanimously.*

## **Donation from Stow Community Chest**

Police Chief Michael Sallese was present in the Warren Room, and Fire Chief JP Benoit and Adrienne Hoey from the Stow Community Chest<sup>1</sup> were present via Zoom.

In speaking with the police chief and the fire chief, a need for Narcan cabinets to be placed next to the AED cabinets in town buildings was identified and the Stow Community Chest purchased 10 cabinets at a cost of approximately \$80 per cabinet.

Ms. Hoey said they were very interested in supporting this important project. She said they hope they "just gather dust" and are never used, but they are there if needed. The Fire Department will monitor the expiration dates of the Narcan.

Chief Benoit said they fully support the police chief in this effort to keep the public safe, and this life-saving measure is a good addition to everything that has been done for the safety of the community.

*Board member Constantzos moved to accept the donation from Stow Community Chest of 10 Narcan cabinets to be placed in municipal buildings.*

*Board member Frecha seconded the motion and it passed unanimously.*

<sup>1</sup> The Stow Community Chest is a 501(c)(3) charitable organization which raises and allocates money to various organizations that provide social service, healthcare, and human services to Stow residents.

## **2023 Annual Election**

Town Clerk Linda Hathaway was present in the Warren Room.

Chair Birch-McMichael recused herself as she will be on the ballot for reelection to the Select Board.

Ms. Sturgis presided over the 2023 Election agenda items.

### Slate of Candidates

*Board member Constantzos moved to approve the following slate of candidates on the ballot for the 2023 Annual Town Election, scheduled for Saturday, May 20, 2023:*

*Board of Assessors - One 3-year term*

*Board of Health - One 3-year term*

*Nashoba Regional School Committee - Two 3-year terms*

*Planning Board - One 5-year term*

*Trustee, Randall Library - Two 3-year terms*

*Trustee, Randall Library - One 3-year unexpired term, expiring May 2025*

*Select Board - One 3-year term*

*Select Board - One 3-year unexpired term, expiring May 2024*

*Board member Frecha seconded the motion and it passed unanimously 4-0.*

### Public Hearing on 2023 Election Options

Ms. Hathaway reported that vote by mail is a very expensive 12-step process and she shared data which reflected that it did not increase voter turnout in Stow in 2022. Ms. Hathaway recommended, and the Board of Registrars voted the same at their January 3, 2023 meeting, that the Select Board opt-out of vote by mail and opt-in to early voting for the Annual Town Election. Voting by absentee ballot will remain an option to those who qualify.

Katherine West, 8 High Street, was present via Zoom. She has been an election volunteer for many years and said she would like to see vote by mail continue to provide more options to voters.

*Board member Constantzos moved to opt-in to In Person Early Voting in Stow for the Annual Town Election of 2023 with the hours of Monday, May 15 from 9 a.m. to 3 p.m., Tuesday, May 16 from 9 a.m. to 8 p.m., and Wednesday, May 17 from 9 a.m. to 3 p.m.*

*Board member Frecha seconded the motion and it passed unanimously 4-0.*

*Board member Constantzos moved to opt-out of Vote by Mail in Stow for the Annual Town Election of 2023. Board member Frecha seconded the motion and it passed unanimously 4-0.*

Chair Birch-McMichael returned to the meeting.

Ms. Hathaway said nomination papers will be ready tomorrow, Wednesday, February 15, and candidates will only need 39 signatures. The Town Clerk office will be closed next week.

### **ARPA Funding**

The Board discussed the reallocation of the \$100,000 that had been allocated for community projects. It was suggested that the \$100,000 be rolled into the unallocated balance of \$294,000, which is being held to close-out existing ARPA funded projects which are coming in higher than estimated. There may also be an opportunity to apply some of the funds to capital items.

*Board member Constantzos moved to roll the \$100,000 into the revenue loss category of ARPA funds for the projects and purposes described at this meeting.*

*Board member Frecha seconded the motion and it passed unanimously.*

### **Select Board 2022 Annual Report**

The Board praised Office Assistant Phoebe Haberkorn's draft of the Annual Report. Mr. Constantzos asked that the Hometown Heroes project presented by the Girls Scouts be included in the report in the paragraph featuring recognition.

*Board member Constantzos moved to approve the Select Board 2022 Annual Report as amended.*

*Board member Frecha seconded the motion and it passed unanimously.*

### **Buy Recycled Policy**

The town is seeking to qualify for the Sustainable Materials Recovery Program through DEP (Department of Environmental Protection). One of the action items is to adopt a Buy Recycled Policy. If implemented tonight by the Board, we would qualify for the full Recycled Dividend Program which can be applied against recycling and composting programs.

*Board member Constantzos moved to approve the Buy Recycled Policy as presented at this meeting.*

*Board member Frecha seconded the motion and it passed unanimously.*

### **Meeting Minutes**

*Board member Constantzos moved to accept the meeting minutes of the January 24, 2023 meeting as drafted. Board member Frecha seconded the motion and it passed unanimously.*

*Board member Constantzos moved to accept the meeting minutes of the January 31, 2023 meeting as drafted. Board member Frecha seconded the motion and it passed unanimously.*

**Correspondence** - The Select Board reviewed correspondence.

### **Executive Session**

*At 8:15 p.m. Board member Constantzos moved to move into Executive Session Pursuant to MGL Chapter 30A, section 21(a) (3) for the purpose of discussing strategy with respect to litigation if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body; and Section 21 (a) (7) to review Executive Session minutes per MGL Chapter 30A, sections 22(f), (g) for the meeting on October 12, 2022, and to adjourn thereafter.*

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

Respectfully submitted,

*Joyce Sampson*

Executive Assistant

### **Documents used at this meeting:**

*Documents can be found in the Select Board's Office in the meeting folder.*