

AGENDA  
SELECT BOARD  
April 11, 2023  
7:00 p.m.  
Town Building & Zoom

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

Join Zoom Meeting

<https://us06web.zoom.us/j/84431870752?pwd=M1RDCnFaU2ZUMEhtQkRxUW41WUI4Zz09>

Meeting ID: 844 3187 0752

Passcode: 25964081

1. Public Comment
2. Board Member Comments
3. Town Administrator's Report
4. Recognition: National Library Week Proclamation
5. Discussion and Possible Vote
  - FY24 State Budget Update with Sen. Jamie Eldridge and Rep. Kate Hogan
  - Nashoba Regional High School Building Project Update
  - Planning Board to present zoning articles being presented to Town Meeting
  - Permits for Hidden Cultures: Community Art Show Opening, Wednesday, May 3, 2023 5:30p-7:30p at Randall Library – Abby Morgan, NASJA
    - One Day Liquor License
    - Event Permit
  - Review and Sign new Elizabeth Brook Apartments Covenant (formerly Plantation Apartments) – Atty. Rita Schwantes
  - Middlesex County Retirement Request for Acceptance of Chapter 269
  - Approve and Sign the Fire Local 3262 Union Contract
  - Approve and Sign the Town Administrator's FY24 – FY26 Contract
  - FY2024 Budget Discussion
  - Annual Town Meeting Warrant Review
6. Meeting minutes
  - March 28, 2023
7. Correspondence
8. Adjournment

Correspondence received:

3/30/23 from Nancy McPherson; My Retirement

3/29/23 from Valerie Oorthuys, in response to

3/29/23 from Laurel and Steve Cohen; Lower Village zoning changes

4/2/23 from Leigh Hilderbrandt; Concerns About Current Draft of Proposed Bylaws for LVBD

3/27/23 from Daryl McKay; Lake Boon Dam Questions

4/6/23 from Dan James; Follow-up to 1/31/23 Weston & Sampson Presentation

4/6/23 from Bob Collings; Meeting 4/11/2023

3/27/23 from Niall Connors of Verizon; Verizon New England DTC Forms 200, 400 and Condensed Financials

Posted Friday, 4/7/2023 – 11:30 a.m.

# RECOGNITION

# National Library Week Proclamation



## *Select Board*

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

### **PROCLAMATION NATIONAL LIBRARY WEEK**

**April 23 – 29, 2023**

**WHEREAS**, libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life;

**WHEREAS**, libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

**WHEREAS**, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

**WHEREAS**, libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships;

**WHEREAS**, libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs;

**WHEREAS**, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

**WHEREAS**, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

**WHEREAS**, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

**NOW, THEREFORE**, be it resolved that the Select Board does hereby proclaim April 23-29, 2023, as

### **National Library Week**

in the Town of Stow and that all residents are encouraged to visit the Randall Library and to explore the wealth of resources available

*Signed this day, the 11<sup>th</sup> of April 2023 by  
Members of the Select Board of Stow, Massachusetts*

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**PROCLAMATION REQUEST FORM**

**Requestor Name:** Kathleen Pavelchek/Maureen Busch

**Organization/Group:** Randall Library Friends/Randall Library Trustees

**Phone Number:** (Kathleen Pavelchek)

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

**Address:** Stow, MA 01775

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

National Library Week observed each April to honor the contributions libraries make to their communities.

Library staff and Friends will highlight the variety of resources and services at Randall Library during the week.

**Will there be activities or events planned to celebrate this proclamation? If so, please provide**

**details:** Signage and displays at the library. Friends will host special events during the week.

"Beyond the Books" column in Stow Independent will feature National Library Week celebration.

**Requested Title of Proclamation:** National Library Week

**Requested Date of Proclamation:** April 11, 2023

**Names and dates of event to be recognized:** National Library Week April 23-29, 2023

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

Friend will mail fundraising letter during the week. Funds raised will support Randall Library programming, events, and services.

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

WHEREAS, **(see attached)** \_\_\_\_\_

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

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

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

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 Building, emailed to you, or delivered by mail?**

Will accept at meeting, if Board wishes to make presentation; otherwise will pick up at Town Building

\_\_\_\_\_

**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.

# **DISCUSSION & POSSIBLE VOTE**

FY24 State Budget Update with  
Sen. Jamie Eldridge and  
Rep. Kate Hogan



# Nashoba Regional High School Building Project Update



## School Building Committee

### School Administration

Kirk Downing, Superintendent of Schools  
Laura Friend, Asst Superintendent of Schools  
Ross Mulkerin, Dir. of Business and Operations  
Robert Frieswick, Dir. of Facilities  
Kathleen Boynton, High School Principal  
Joseph McCarthy, Educator

### Bolton

Amy Cohen, School Committee Member  
Bob Czekanski, Town of Bolton Selectboard  
Stacey Dupuis, Resident  
Don Lowe, Town Administrator

### Lancaster

Joseph Gleason, School Committee Member,  
Committee Chairperson  
Maura Bailey, Educator/Resident  
Kim Earley, Educator/Resident  
Ken Frommer, Resident  
Tania Rich, Athletic Director/Resident

### Stow

Christopher Buck, Finance Committee  
David Hartnagle, Resident  
Kristen Kendall, Resident  
Leah Vivirito, School Committee Member

## Visit Us:

### [Nashoba Regional School Building Committee Website](#)

Nashoba Regional School  
Building Committee  
Website



Use your smartphone camera to read this code and access the site.

<https://sites.google.com/nrshs/nrshs-building-project/home>

## Follow Us:

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@NRHSbc



[Instagram](#)

@NRHSbc



[Facebook](#)

Nashoba RSD Building Project



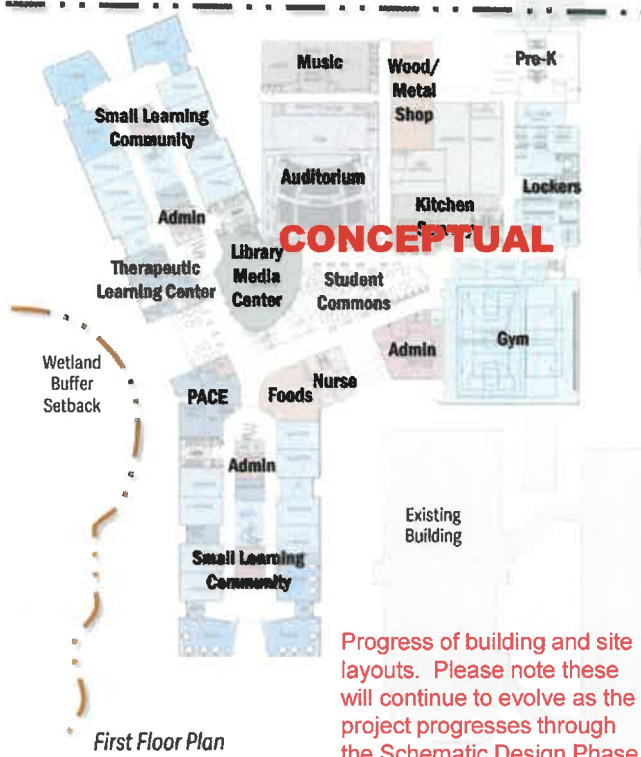
## NRHS Building Project

**Board Brief No. 4  
March 17, 2023**

**School Building Committee  
March 09, 2023 Meeting**

# Building Design Development

Gas Easement Setback



Progress of building and site layouts. Please note these will continue to evolve as the project progresses through the Schematic Design Phase and future phases.

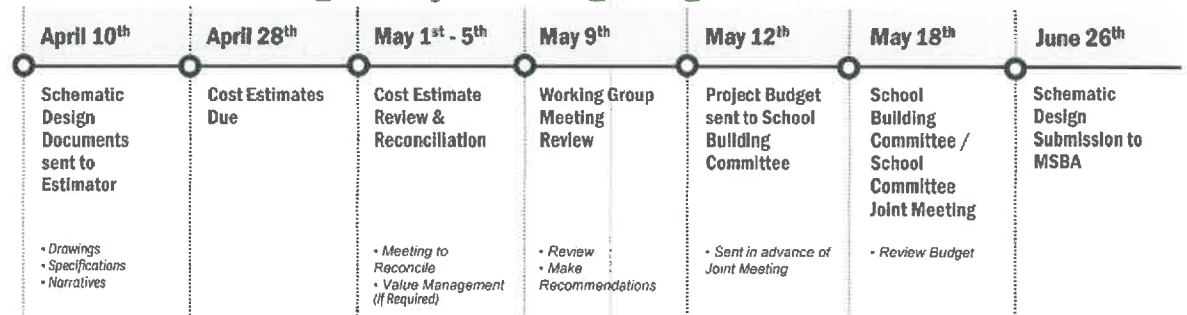
## MSBA Reimbursement Considerations

- The Massachusetts School Building Authority (MSBA) contributes partial funding for the construction of the new school.
- The MSBA has categories of costs considered for partial reimbursement (eligible or ineligible).
- Various caps on MSBA participation are applied to eligible costs categories:
  - Site cap is 10% of the building cost
  - Building cost per square foot cap is \$393/sf.
  - Fixtures, furniture, equipment & technology cap is \$2,400/student
  - Other miscellaneous small caps that create additional ineligibility are:
    - Designer and OPM fee participation cap
    - Construction change orders and owner's contingencies cap
    - Square footage cap in excess of MSBA space summary guidelines for but not limited to: auditorium space, gymnasium space, administration space
- While the MSBA caps the percentage and costs per the above values, the current costs for building a typical high school are:
  - Site cost is 20% of the building cost
  - Building cost is \$790/sf (today's dollars)
  - Fixtures, furniture, equipment and technology are \$4,000/student (today's dollars)

## MSBA Reimbursement Rate Considerations

- The total reimbursement rate is the base reimbursement rate plus any MSBA discretionary incentive points.
- The MSBA will reimburse the District on eligible costs at the total reimbursement rate per agreement with the MSBA and the District.
- The effective reimbursement rate percentage is the total amount reimbursed by the MSBA divided by the total project cost, which is calculated at the final audit at the end of project.
- The NRHS base reimbursement rate is 49.53%; NRHS anticipates an additional 3.56% through incentive points. The estimated total reimbursement rate of eligible costs is currently 53.09%.
- As with all school projects partially funded by the MSBA, after considering the ineligible cost categories and various caps:
  - The effective reimbursement rate will be lower than the total reimbursement rate.
  - For NRHS, based on the Preferred Schematic Report conceptual estimate, the tentative effective reimbursement rate is approximately 26%, however there is a lot of data in the SD that will impact this rate and the known effective rate will be calculated at final audit.
- For the Schematic Design Project Budgeting Schedule see below.

## Schematic Design Project Budgeting Schedule



**NOTE: May 22<sup>nd</sup> - Public Forum # 7 - Project Funding**

Planning Board to Discuss  
Zoning Articles Being Presented  
to Town Meeting

# Memo

**To:** Select Board  
**From:** Planning Board  
**Date:** April 6, 2023  
**Re:** Discussion of Zoning Articles for Annual Town Meeting

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The Planning Board would like to provide the Select Board with a brief update related to the zoning articles included in the Warrant for Annual Town Meeting, as previously discussed at the Joint Boards meeting of December 13, 2022. A copy of the memo provided at that time is attached.

## **2023 Town Meeting Warrant Articles**

1. Lower Village Business District Adoption  
The creation of a Lower Village Business District is intended to revitalize Stow's primary business area to become a walkable, vibrant village center. The zoning changes provide flexible design standards, allowance of mixed-use development through Special Permit, and pedestrian-oriented site planning. The bylaw directs the long-term development of Lower Village and provides greater influence over the look and feel of Lower Village.
2. Active Adult Neighborhood Overlay Amendments  
Proposed amendments seek to correct two mistakes brought to the Planning Board's attention to include a parcel within the Overlay District and to allow attached garages. Without these amendments, the proposed subdivision off Athens Street, titled 'Cottages at Wandering Pond' would still move forward with the same number of units, however it would result in a substantially reduced buffer to the Hale/Corzine property and an increase in impervious surface due to the inclusion of detached garages. These amendments would allow the site layout proposed, which the Conservation Commission and Planning Board find more desirable.
3. Phased Growth Deletion  
The Board is recommending deletion of the Phasing of Growth bylaw, as it would not hold up to legal review, has never resulted in slowing the rate of development in Stow, and blocks the Town from accessing specific grant funds through the State. Although the Phasing of Growth bylaw was adopted in 1988 during a period of rapid growth, even the largest housing developments in Stow have not triggered the need for phasing of growth as outlined in the bylaw. The Planning Board recognizes there are large developments on the horizon, yet as a Comprehensive Permit, the developer of Stow Acres could reasonably request a waiver from this bylaw and Active Adult Neighborhoods such as The Cottages at Wandering Pond off Athens Street are already exempted under the current Zoning Bylaw. The inclusion of a Phased Growth

bylaw has previously disqualified Stow from Housing Choice Designation, which would allow Stow to become eligible for capital grants through the Department of Housing and Community Development.

4. Registered Marijuana Establishment Overlay Amendments

While not discussed during the December 2022 Joint Boards meeting, the Planning Board recommends amending the Registered Marijuana Establishment Overlay to align with changes to the State's numbering of their regulations and changes to the State's language used to describe use of medicinal marijuana. In addition, the article clarifies the types of establishments allowed in Town, as one section of the Zoning Bylaw inaccurately states that Independent Testing Laboratories, Product Manufacturers, and Research Facilities are prohibited, in conflict with the Special Town Election held in November 2018. These are all non-substantive changes, as allowed uses are not altered.

Planning Board  
 380 Great Road  
 Stow, MA 01775  
 Tel: 978-897-5098  
 Fax: 978-897-2321



# Memo

**To:** Select Board  
**From:** Planning Board  
**Date:** December 6, 2022  
**Re:** Planning Board Updates

The Planning Board would like to provide the following updates and considerations for discussion at the December 13, 2022 Joint Boards meeting:

## 2023 Workplan Priorities

Over the past few months, the Planning Board has reviewed a draft workplan, including the following high priority items in addition to the zoning amendments described further below:

Community Development Initiatives	Description	Short Term Steps for Planning Board
<i>Comprehensive Plan Update</i>	Full revision of existing 2010 Master Plan	<ul style="list-style-type: none"> <li>• Continue development of Community Engagement Guidelines</li> <li>• Community outreach regarding Comprehensive Plan framework to guide charge of Committee</li> <li>• Request Select Board appoint Comprehensive Plan Committee after initial Planning Board outreach regarding framework</li> </ul>
<i>Lower Village Water Feasibility Study</i>	Support ongoing study to determine the estimated costs of siting, permitting, treating, and distributing public water to Lower Village businesses.	<ul style="list-style-type: none"> <li>• Participation in public meeting in Spring/early summer</li> </ul>
<i>Stow Acres</i>	Climate Resilience Master Plan and Comprehensive Permit	<ul style="list-style-type: none"> <li>• Potential Planning Department assistance with Comprehensive Permit process</li> </ul>

		<ul style="list-style-type: none"> <li>• Ongoing Working Group meetings</li> </ul>
<i>Hudson Road/ Route 117 Intersection Improvements</i>	Design and engineering of intersection signalization	<ul style="list-style-type: none"> <li>• Conduct public outreach on concept plans</li> <li>• Reapply for MassWorks grant in June '23</li> </ul>
<i>Compliance with MBTA Communities</i>	Adoption of zoning bylaw to allow multifamily housing by right or through Site Plan Approval in accordance with M.G.L. Ch.40A §3A	<ul style="list-style-type: none"> <li>• Creation of Action Plan to achieve interim compliance</li> </ul>

**Stow Charter Review Comments**

Last month, the Planning Board provided comments to the Charter Review Committee. A number of these comments relate to the Select Board’s responsibilities and duties around the Comprehensive Plan process and the Board would like to ensure alignment around these items. Please see the attached memo as sent to the Charter Review Committee.

**Anticipated Town Meeting Warrant Articles**

*Lower Village Business District*

A complete draft of the proposed Lower Village Business District is available and reflects the Board’s vision of the Lower Village as a vibrant, welcoming community center. The zoning changes provide flexible design standards, allowance of mixed use development through Special Permit, and pedestrian oriented site planning.

The Board has contracted with consultants to provide visual examples of the type of development the bylaw would allow. Public outreach and engagement around the zoning change is intended to resume in January and continue through April. Announcements and updates on this process will continue to be posted to the Town’s website [through this link](#).

*Active Adult Neighborhood Overlay District*

Since the adoption of amendments to the Active Adult Neighborhood (AAN) Overlay District in October 2021, two items have been brought to the Board’s attention which will be further reviewed and considered: the need to include Map R2 Parcel 20-7 within the district, and the allowance of attached garages. These items will be reviewed based on the following history:

1. A longstanding map error was recently brought to the Planning Department’s attention and showed that Parcel 20-7 is within the Residential District, but not within the AAN Overlay as had been assumed. Inclusion of the parcel within the ANN



Overlay would allow the applicant of the Athens Lane development to provide an approximately 250 foot buffer to the west of the development between proposed housing and the Hale/Corzine properties. Exclusion of the parcel would result in a greatly diminished buffer.

2. During the bylaw development phase, the Athens Lane applicant requested the Board revise the Rules and Regulations for AANs to allow for attached garages. The Rules and Regulations were amended, however the Planning Department overlooked the prohibition on attached garages which remained in the zoning bylaw, which cannot be waived.

#### *Phased Growth Bylaw*

The Board is considering the removal of the Phased Growth bylaw, Section 8.6 of the Zoning Bylaw. This bylaw was initially adopted in 1988 during a period of rapid growth for the Town, although the rate of development in Stow has not triggered the need for phasing of growth as outlined in the bylaw. In addition, the inclusion of a Phased Growth bylaw has previously disqualified the Town from Housing Choice Designation, which would allow Stow to become eligible for capital grants through the Department of Housing and Community Development.

#### *Wireless Service Facility Overlay District*

The Planning Board has received a request from representatives of Verizon Wireless to amend the existing overlay district to include additional parcels in the district and to review the height requirements and setbacks to residential buildings and schools. The Board is currently reviewing whether to entertain this request.

# Permits for Hidden Cultures: Community Art Show Opening May 3, 2023, 5:30 p.m.-7:30 p.m.

- One Day Liquor License
- Event Permit

The application was circulated to appropriate staff.

- Board of Health approval is still pending.
- Chief JP Benoit and Building Commissioner Frank Ramsbottom met with the Event Coordinator and said they will have a Crowd Control Manager for the event and will limit it to 50 people inside at any time.
- All insurance and certifications have been provided.

# L I C E N S E A L C O H O L I C B E V E R A G E S



THE LICENSING BOARD OF  
THE TOWN OF STOW  
MASSACHUSETTS

HEREBY GRANTS A

## **SPECIAL ONE-DAY**

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

*To Be Consumed On the Premises*

### **RANDALL LIBRARY**

**Abby Morgan, NASJA Event Manager  
19 Crescent Street, Stow, MA**

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

**For the: NASHOBA AREA SOCIAL JUSTICE ALLIANCE (NASJA)  
HIDDEN CULTURES: COMMUNITY ART SHOW OPENING  
WEDNESDAY, MAY 3, 2023 - 5:30 PM – 7:30 PM**

By order of the Select Board  
This 11<sup>th</sup> day of April 2023.

License Number: 2023-01-OneDay

The Hours during which Alcoholic Beverages may be sold are from: 5:30pm to 7:30pm ONLY.

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

**THIS LICENSE EXPIRES MAY 3, 2023 AT 7:31PM**

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



# Town of Stow

## Special Event Permit

This is to certify that, on Tuesday, April 11, 2023, the Select Board voted:

That Abby Morgan, as a representative of the Nashoba Area Social Justice Alliance (NASJA), is granted permission to hold the Hidden Cultures Art Show Opening on Wednesday, May 3, 2023, beginning at 5:30 p.m. to approximately 7:30 p.m. as described in the application materials, and contingent upon the following:

- 1) That arrangements have been made with the Police and Fire Departments for the appropriate number of detail personnel;
- 2) That a certificate of general liability insurance naming the Town of Stow as additional insured be provided to the Select Board office prior to the event;
- 3) That any signs, tents, platforms, staging, structures, and electrical work be permitted and inspected by the Building Department prior to the event (*contact the Building Department at 978-897-2193*);
- 4) That if portable restroom facilities are used, the contract be provided to the Board of Health prior to the event. (Note: Per Code of Massachusetts Regulations Title 521 Sec 30.1.2, at least 5% but not less than one accessible toilet unit shall be installed and identified by the International Symbol of Accessibility);
- 5) That any snacks are prepackaged, or a permit has been obtained from the Board of Health, and;
- 6) That the organizers participate in any public safety meeting required for the event and all requirements discussed at the meeting are met;
- 7) That the Library Board of Trustees approve of this event.
- 8) These stipulations, made upon approval, have been met:

### SELECT BOARD

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Megan Birch-McMichael, Chair

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Ellen S. Sturgis, Clerk

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Cortni Frecha

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Ingeborg Hegemann Clark

---

Hector Constantzos



# Hidden Cultures

**Show Opening**  
**Wed, May 3rd, 5:30 - 7:30pm**

**Show Up:**  
**May 1st - June 2nd**

**Hidden Cultures** explores the complex experiences in our communities, highlighting histories and cultures that have gone underrepresented and bringing them out in the open.

**Other Important Dates:**

Applications Due: April 1st  
Acceptance Notification by April 15th  
Drop off: April 18th - 28th

Hang Art Show: April 29th  
Take Down Show/Pick up Artwork: June 3rd

<https://www.nashobaareasja.org/artshow>

# SPECIAL ONE-DAY ALCOHOLIC BEVERAGES LICENSE APPLICATION

FEE: \$75.00 non-refundable



APPLICATION DATE: 3/20/2023

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

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

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

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

WINE/MALT ONLY

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

Nashoba Area Social Justice Alliance c/o Abby Morgan

Address: \_\_\_\_\_, Stow

Applicant's Cell: \_\_\_\_\_ Organization Phone: \_\_\_\_\_

Applicant's Email: \_\_\_\_\_ Organization Email: NashobaAreaSJA@gmail.com

1. Name of Event: Hidden Cultures Art Show Opening

Event Date: Wed, May 3, 2023 Rain Date: n/a

Hours of Event (from/to): 5:30 pm to 7:30 pm

2. Event Location (name and address): Randall Library  
(Please attach proof of permission to use this facility, if applicable)

Where in building? Second floor and rooftop patio

3. Details:  Inside  Outside # of People Expected: 50-100 Age Range: All

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

Jamie Muldoon + John Muldoon  
of Clover Road Brewing Company

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

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

~~to be served at the bar~~ See Plan attached.

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

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

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

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

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

Signature of Applicant: 

Date: 3/20/2023

Printed Name: Abigail CB Morgan

**REQUIRED FORMS TO SUBMIT WITH APPLICATION:**

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

**Return ALL PAPERWORK to the Select Board Office at least thirty (30) days prior to your event.**

Applications received within 30 days may not receive approval in time.

All applications must be reviewed before being placed on the Select Board's agenda.

The Select Board usually meets the second and fourth Tuesday of each month.

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

**Please note:**

If this license is for an event on Town property, authorization and other insurance requirements apply.

If this is for a SPECIAL EVENT, a separate application and a 45-day notice is needed.

Special Event permit regulations can be found on the Select Board webpage:

<https://www.stow-ma.gov/select-board/pages/event-permit>

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



# TOWN OF STOW

## Special Event Permit Application

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

### Applicant and Sponsoring Organization Information

Name of Organization / Sponsor: Nashoba Area Social Justice Alliance  Non-Profit  Profit

Address: \_\_\_\_\_ City: Stow State: MA Zip: 01775

Tax ID #: N/A Applicant name: Abigail Morgan

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Web Site: www.nashobaareasja.org

Event Manager: Abigail Morgan Contact Info: see above

Other Contact person/s: Anna-Celestya Carr Contact Info: \_\_\_\_\_

### Event Information

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

Other (specify) Art Show Opening

Event Title: Hidden Cultures: Community Art Show Opening

Start Date & Time(s): 5/3 5:30 End Date & Times(s): 5/3 7:30pm Rain Date & Time(s): none

Estimated Attendance: # 50-100 Admission Fee: none

Open to the Public:  Yes  No

Requested Location:  Community Park  Center Park  Pompo Field

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

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

Other (specify): Pandall Library

Set Up Date/Time: 5/3 5pm Break Down Date/Time: 5/3 7:30-8pm

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



## Event Details

Please indicate whether the following items pertain to your event.

YES	NO	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Food Concession and/or Food Preparation
<input type="checkbox"/>	<input type="checkbox"/>	Please specify method: <input type="radio"/> Propane Gas <input type="radio"/> Electric <input type="radio"/> Charcoal <input type="radio"/> Catered Other: <u>Pre packaged</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alcohol served - <i>Requires approval from the Select Board</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	First Aid Facility(ies) and Ambulance (s)
<input type="checkbox"/>	<input type="checkbox"/>	Banner(s) and/or Sign(s) - <i>requires prior approval</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Street Closure(s) - <i>list streets:</i> _____
<input type="checkbox"/>	<input type="checkbox"/>	Amplified Sound - <i>If yes please indicate Start Time <u>5:30 pm</u> End Time <u>7:30 pm</u></i> <i>The Town of Stow will require additional information on this item and may require an Entertainment License be applied for and acquired.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will your event have Pyrotechnics? - <i>requires prior approval of the Fire Department</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will your event have animals? <i>If yes, specify:</i> _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will your event require lights? <i>If so, specify hours:</i> _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will you set up table(s) and/or chair(s)? <i>Approximate number?</i> <u>4 tables?</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fencing, Barrier(s) and/or Barricade(s), Traffic Cones
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does your event require electricity? <i>Source:</i> <u>Pandale Library</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Booth(s) Exhibit(s), Display(s) and/or Enclosure(s)
<input type="checkbox"/>	<input type="checkbox"/>	Canopy (ies) and or Tent(s) - <i>describe dimensions:</i> _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Scaffolding, Bleacher(s), Platform(s), Grandstand(s) or related structure(s)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Container(s) and/or Dumpster(s)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Toilet(s) - <i>approximate number/vendor:</i> <u>In Library</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will you be holding a raffle at your event? <i>Describe:</i> _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Vehicle(s) and/or Trailer(s) - <i>approximate number:</i> _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sleeping Trailer(s) and/or other accommodations
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stage(s) - <i>indicate dimension:</i> _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Entertainment - <i>describe:</i> <u>live music</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Amusement Rides - <i>list and describe:</i> _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Inflatable Device(s) - <i>list and describe:</i> _____

## Other Permits

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

## Insurance Requirements

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

## Affidavit of Applicant

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

Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Fee Paid: \_\_\_\_\_

*Abigail CB Morgan*

3/23/2033

Abigail CB Morgan

\$50.00



**Town of Stow**  
Randall Library  
Stow, Massachusetts 01775  
(978) 897-8572  
randalllibrary@gmail.com

March 9, 2023

Select Board  
380 Great Road  
Stow, MA 01775

RE: NASJA's 3<sup>rd</sup> annual social justice community art show: Hidden Cultures

The Trustees of the Randall Library and I are writing to show our support of the proposed Hidden Cultures Art Show that NASJA would like to hold at Randall Library on Wednesday, May 3 from 5:30-7:30pm.

In order to support this effort, the Library will close at 5pm the day of the event in accordance with the Alcoholic Beverages Policy adopted by the Trustees in 2014 which states that during events sponsored by the Trustees alcohol may only be served when the Library is closed to the general public. I am requesting that an agenda item be added to the Select Board meeting in April so that they may vote to allow the Library to host this event.

Respectfully Submitted,

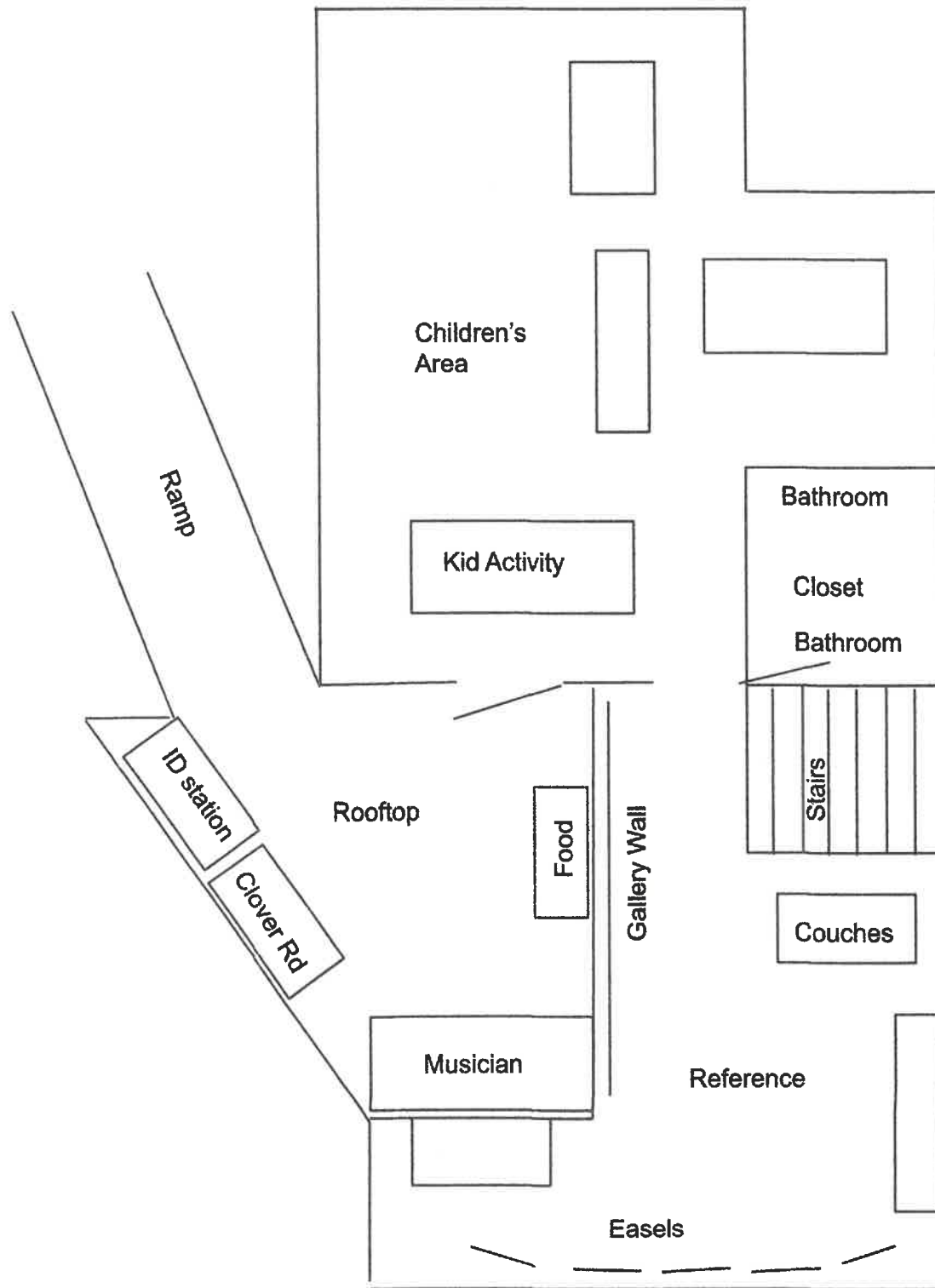
Maureen Busch, Chair, Randall Library Trustees

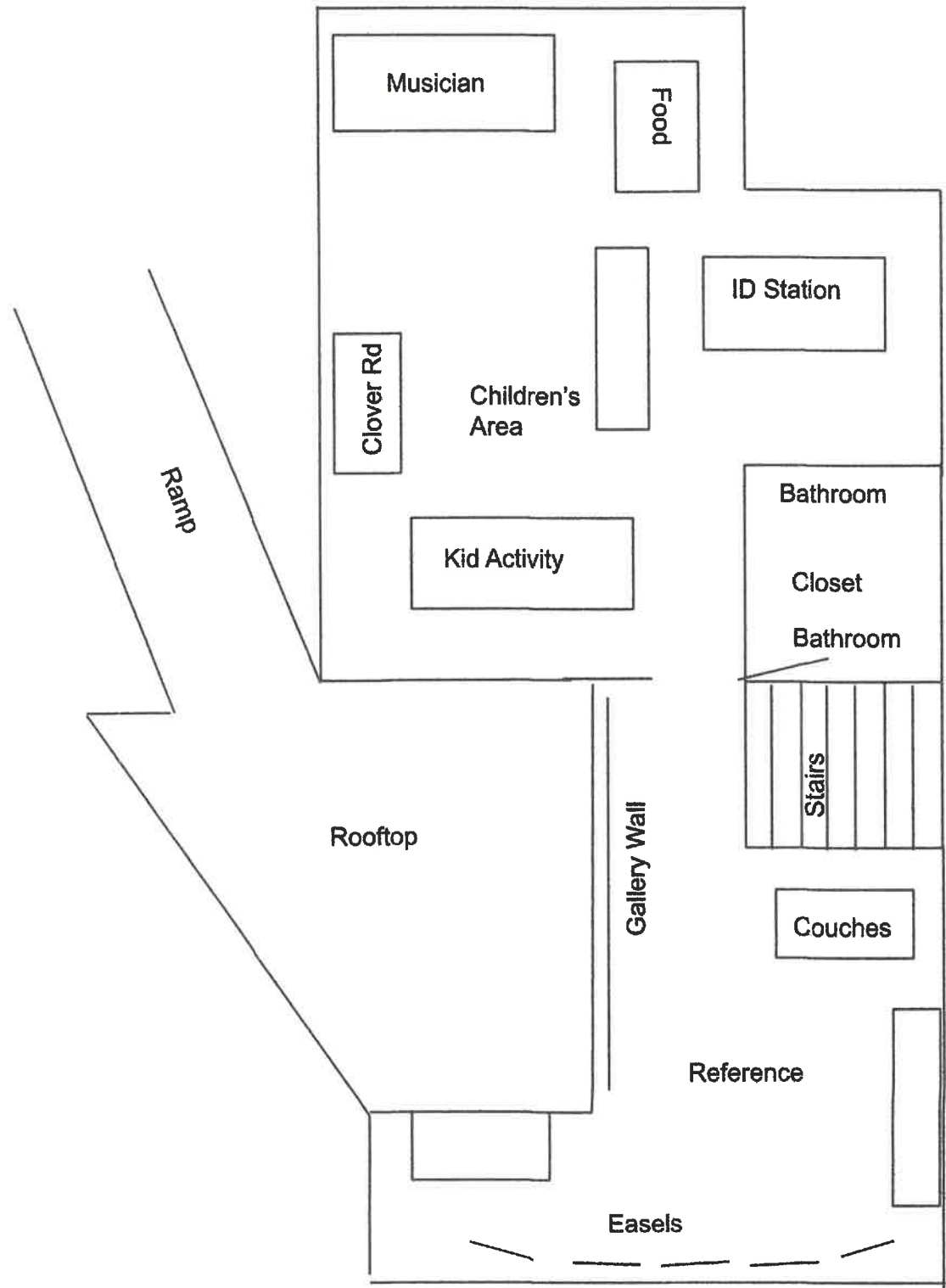
Tina McAndrew, Director, Randall Library

Event Plan  
for  
Hidden Cultures  
Art Show Opening

May 3rd 2023  
5:30 - 7:30 pm

Hosted by NASJA, with  
support by  
Stow Cultural Council  
and  
Randall Library





**Bad Weather Event Plan  
for  
Hidden Cultures  
Art Show Opening**

**May 3rd 2023  
5:30 - 7:30 pm**

**Hosted by NASJA, with  
support by  
Stow Cultural Council  
and  
Randall Library**



**Art Show opening at Library**  
Permit #: 2389  
Purpose: Art Show opening at Library

**Applicant:**

Abby Morgan

STOW MA 01775

**Created By:** Joyce Sampson

**Created On:** 3/24/2023 8:58:08 AM

**Applicant Phone**

**Location**

Historic Town Hall - 16 Crescent St. Parking Lot

**Date**

Wed, May 03, 2023

**Times**

05:00 PM - 08:00 PM

**Art Show Opening Plan**  
May 3rd, 2023  
At Randall Library  
Hosted by NASJA  
Supported by Stow Cultural Council

**Event Summary:**

Hidden Cultures is an open-submission, multidisciplinary community art show, showcasing local artists for the month of May 2023. The theme is inspired by the Stow Cultural Council's programs of the same name, and is funded by a grant from the Stow Cultural Council and NASJA's General Fund. Art is a powerful medium for communication, and this show offers participants the opportunity to engage in discussions around social justice themes. Hidden Cultures explores the complex experiences in our communities, highlighting histories and cultures that have gone underrepresented and bringing them out into the open.

The show opening on Wednesday, May 3rd from 5:30 - 7:30 pm will celebrate the artists and their work, inviting community members of all ages to meet the artists and explore the artwork in a festive atmosphere. We will provide a complementary art activity appropriate for young children, along with small snacks for all participants. There will be live music by local musician Ian Kaloyanides. We have partnered with Clover Road Brewing Company, and NASJA will provide one complimentary 4 oz tasting pour of beer or malt beverages for all attendants aged 21+. Participants can then purchase full 16 oz pours directly from Clover Road. NASJA will check IDs and provide bracelets and drink tickets for legal aged attendants before any alcohol is consumed.

**Location and Layout:**

As with our 2022 show, Generation: Growth, the artwork will be hung upstairs on the gallery wall and on easels in the Reference section of Randall Library. If the weather is cooperative, Clover Road, the musician, and the food will all be outdoors on the rooftop patio (see Art Show Blueprint). In the event of bad weather, we will either provide tents to cover the rooftop, or move everything indoors on the second floor (see Bad Weather Art Show Blueprint).

**Licensing, Insurance, and Safety:**

- Event organizer Abby Morgan submitted her CORI to Joyce Sampson on March 13th.
- Randall Library Director Tina McAndrew and Board of Trustees Chair Maureen Busch sent a letter of support to the Select Board on March 10th. See copy of letter attached.
- NASJA applied for a one-day event insurance policy with Markel insurance on March 20th. The policy covers \$1 million per occurrence / \$2 million aggregate, including alcohol coverage, and lists the Town of Stow as an insured party. Policy number is MEL00000711693. See copy of policy attached.
- Clover Road Brewing Company owners Jonathan and Jamie Muldoon will handle and serve all their beers and malt beverages. Jonathan's TIPS Certification expires 3/20/2026. See copy of the certification attached.
- NASJA reached out to Stow PD on March 17th about safety concerns and as of Wednesday, March 22nd, not received a response. - Talked to Chief on Thurs 3/23

**Review and Sign the new  
Elizabeth Brook Apartments  
Covenant  
(formerly Plantation Apartments)**

March 1, 2023

**Via US Mail and E-mail**

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

**Re: Stow Elderly Housing Corp.  
Request for New Covenant for Elizabeth Brook Apartments (formerly Plantation  
Apartments)**

Dear Members of the Select Board:

Stow Elderly Housing Corp. (the "Applicant") is pleased to report that it is combining its existing 50-unit rental development for low-income elderly located at 22 Johnston Way, Stow, Massachusetts (the "Original Project") with its new proposed 37-unit rental development for low-income elderly to be located at 18 Johnston Way and the existing single-family home located on the same land with an address of 252 Great Road. The Applicant applied to the Stow Zoning Board of Appeals for a modified M.G.L. 40B Comprehensive Permit for the combined developments which was issued by the ZBA on February 6, 2023 (the "Combined Decision"). The Applicant now applies to you for approval of a new covenant covering the combined development.

The Applicant's Original Project was permitted pursuant to the Town of Stow Zoning Board of Appeals Decision, dated September 21, 1982, filed with the Town Clerk of Stow May 5, 1982, and recorded with the Middlesex, South, Registry of Deeds (the "Registry") at Book 14739, Page 11 (the "1982 ZBA Decision"). In accordance with the 1982 ZBA Decision, the Applicant covenanted and agreed with the Town of Stow, acting through its Board of Selectmen, in that certain Approval with Covenant Contract, dated September 16, 1982 and recorded with the Registry at Book 14739, Page 032 (the "1982 Covenant") to construct the Original Project as provided for in the 1982 ZBA Decision.

The Applicant requests that the Board agree to replace the 1982 Covenant to conform with the Combined Decision. A proposed Covenant is enclosed.

We would appreciate your execution and filing with the Town Clerk of the Amendment as soon as possible.



If you have any questions about this request or need additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Rita M. Schwantes" followed by a stylized flourish.

Rita M. Schwantes

617-224-0620 (direct)

[rschwantes@kleinhornig.com](mailto:rschwantes@kleinhornig.com)

Enclosure

cc: Stow Zoning Board of Appeals  
Stow Planning Department  
Amy E. Kwesell, Esq.

COVENANT  
ELIZABETH BROOK APARTMENTS

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

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

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

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

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

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

Whereas SEHC, revised its development plan to combine the Original 50 Unit project and 37 Unit project into a single project and to reconfigure the land into a new consolidated lot shown as Lot 1 on that certain plan prepared by Dillis & Roy Civil Design Group entitled, “Plan of Land in Stow, Massachusetts”, dated January 20, 2023, consisting of one sheet, to be recorded with the Registry before this Covenant is recorded with the Registry. The combined project located on the new Lot 1 consists of the Original 50 Unit component (with existing 50 units), the 37 Unit component (with 37 units to be constructed) and the existing single family house at 252 Great Road, making a grand total of 88 units. The 87 affordable multi-family housing units are collectively known as “Elizabeth Brook Apartments”; and

Whereas, on January 30, 2023, the Zoning Board of Appeals issued a further combined and amended decision for Elizabeth Brook Apartments with the single family house on a single lot (the “Combined Decision”); and

Whereas, matters of public health and safety relating to the combined project warrant a new and replacement Covenant pertaining to the Original 50 Unit component of the project and the

---

<sup>1</sup>As described further in the recitals, the Original 50 Unit project has been combined with the additional 37 unit project to be built and collectively the projects will be known as “Elizabeth Brook Apartments.”

expansion to cover the 37 Unit component of the project and single family house, as documented in this Covenant, which is made, in part, in reliance of the findings of the Zoning Board of Appeals in the Combined Decision;

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

1. This Covenant (“Covenant”) is binding upon SEHC and all other entities owning, constructing, and managing the 50 Unit and 37 Unit components of the project, including all subject real property, buildings, and infrastructure, which real property is shown on that certain plan prepared by Dillis & Roy Civil Design Group entitled, “Plan of Land in Stow, Massachusetts”, dated January 20, 2023, consisting of one sheet, and recorded with the Registry as Plan \_\_\_\_\_ of \_\_\_\_\_ as Lot 1 (the “Land”) [the forgoing blanks will be filled in before recording this Covenant with the Registry].
2. The Select Board, the Assessors Department, the Treasurer Collector, Fire Department, and the Planning Department shall be informed in writing of any changes to the ownership and/or management of the 50 Unit and/or 37 Unit components.
3. Pursuant to Paragraph 39F of the Combined Decision, the owner of the project shall also enter into an Operations and Maintenance Plan (“O & M Plan”). The O & M Plan shall address, at a minimum: stormwater management; wastewater treatment and disposal; the wells, Johnston Way and the access driveway from Johnston Way to the 37 Unit component of the project; landscaping; cisterns; and other project infrastructure. The owner shall be responsible for maintenance and repair of project infrastructure.
  - a. The O & M plan shall specifically provide, with respect to maintenance of the Stormwater Management System, to include but not limited to:
    - i. Yearly clearing of infiltration basin of unwanted growth and silting;
    - ii. Clearing of debris from catch basins;
    - iii. Maintenance as required of any check dams along Johnson Way.
  - b. The O & M plan shall specifically provide, with respect to Johnston Way and the access driveway to the 37 Unit component of the project:
    - i. Maintenance and repair of roadway surface, roadway markings, and signage
    - ii. Snowplowing
  - c. Cisterns. In accordance with Paragraph 55 of the Combined Decision, the owner is responsible for the maintenance, repair, and sustained operation of all cisterns on the project site. Such maintenance shall include:
    - i. All fittings shall be regularly inspected, maintained and repaired, subject to any requirements of, and compatibility with Fire Department specifications.
    - ii. The Stow Fire Department shall have access to fill the cistern(s).

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

13. Notwithstanding any other provision herein, the terms herein are enforceable by the Town separately and independently of all rights of enforcement with respect to the Combined Decision.
14. The Original Covenant (including any prior covenant made for the benefit of the Town of Stow through the Select Board with regard to the Land), is replaced in its entirety by this Covenant and in all events, the Original Covenant (and any such prior covenant) shall have no further force or effect.
15. It is understood and agreed that remedies at law are inadequate for the enforcement of these provisions, and that the Town of Stow, by and through its Select Board, may seek temporary or permanent equitable relief without a showing of immediate or irreparable harm in order to enforce any of these provisions.
16. This Covenant may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.



**Middlesex County Retirement  
Request for Acceptance of  
Chapter 269**

Middlesex Retirement COLA increases

<u>Town</u>	<u>Expected date</u>	<u>Expected/known result</u>
Ayer	March	Probably yes
Holliston	6-Mar	voted yes
Ashland	Mid March	Probably yes
Westford	Unknown	Unknown
Wilmington	March	voted yes
Pepperell	March	Probably yes
Burlington	Unknown	Probably yes
Littleton	13-Mar	voted yes
Carlisle	14-Mar	Probably yes
Dracut	14-Mar	Unknown
Billrica	6-Mar	Voted Yes
Hudson	6-Feb	Voted yes
Stow	11-Apr	Unknown
Townsend	22-Feb	Probably yes
Tewsbury	21-Mar	voted yes
Acton	20-Mar	Unknown
Sherborn	16-Mar	Probably yes
Sudbury	Unknown	Unknown
Bedford	April/May	Unknown
Chelmsford	13-Mar	voted yes
Boxborough	27-Feb	voted yes
Tyngsborough	27-Feb	Voted yes
Weston		Unknown

12 out of the 31 Municipalities in Middlesex County Retirement have voted to accept the increase





*Commonwealth of Massachusetts*  
**MIDDLESEX COUNTY RETIREMENT SYSTEM**  
25 LINNELL CIRCLE • P.O. BOX 160 • BILLERICA, MA 01865  
WWW.MIDDLESEXRETIREMENT.ORG

*Over 100 Years of Public Service*

CHAIRMAN  
THOMAS F. GIBSON, ESQ.

BRIAN P. CURTIN

JOSEPH W. KEARNS

JOHN BROWN

ROBERT W. HEALY

Chief Administrative Officer  
LISA MALONEY, ESQ.

DATE: February 13, 2023  
TO: Select Boards  
FROM: Thomas Gibson, Chair  
Middlesex County Retirement Board  
RE: Approval of One-Time COLA Adjustment for Retirees

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The Middlesex County Retirement Board is respectfully requesting the Select Boards of municipalities within the Middlesex County Retirement System to accept Chapter 269 of the Acts of 2022 (“the Act”), a local option which allows a one-time increase to the Cost of Living Adjustment (COLA) granted to retirees in FY 2023, from 3% to 5% of the System’s \$16,000 COLA base.

Acceptance of the Act is conditioned upon approval by the Middlesex County Retirement Board **and** by two-thirds of the System’s Select Boards prior to June 30, 2023. The Middlesex County Retirement Board voted to accept the Act on December 14, 2022.

As of January 1, 2022, the date of the System’s last valuation, there were 6,284 retired members and beneficiaries of the System, receiving an average gross monthly retirement allowance of \$2,445.00, or \$29,340 annually. If approved, the one-time increase of 2% to the COLA percentage for FY 2023 would result in an additional annual COLA payment of \$320 for retirees and beneficiaries whose pensions exceed \$16,000 (from the previously granted \$480/year to \$800/year). The approximately 2,500 retirees and beneficiaries receiving less than \$16,000 annually

TEL: 800-258-3805 • 978-439-3000 • FAX: 978-439-3050  
EMAIL: MRS@MIDDLESEXRETIREMENT.ORG

would receive proportionately less. Weighing heavily in the Board's acceptance of the Act was the CPI-W based COLA granted to Social Security recipients in 2022 (5.9%) and 2023 (8.7%).

The System's Actuary, The Segal Group, estimates that acceptance of the COLA adjustment will increase the System's July 1, 2022, unfunded liability by 1.0%. Various options to fund the COLA adjustment were discussed with Town Administrators/Managers at a special meeting of the Board held on January 23, 2023. On February 8, 2023, the Board voted to begin funding the COLA adjustment in FY 2026, should it be approved by two-thirds of the Select Boards.

To assist in the Select Boards' review, enclosed please find the Act, a memorandum from the Public Employee Retirement Administration Commission, the actuary's report setting forth the revised funding schedule, and a listing of the number of impacted retirees and beneficiaries by municipality.

The Board respectfully requests that Select Boards vote to accept Chapter 269 of the Acts of 2022 on or before June 30, 2023, and to timely notify the Middlesex County Retirement System of any action taken on this request by email to [mrs@middlesexretirement.org](mailto:mrs@middlesexretirement.org).

Thank you for your consideration and attention to this important matter.



Thomas F. Gibson, Chair  
Middlesex County Retirement Board

Enc.

Chapter 269 of the Acts of 2022

PERAC Memorandum #29/2022

February 1, 2023 Segal Report of Cost of One-Time FY23 COLA Increase

Number of Retired Participants by Municipality

# Chapter 269

## AN ACT RELATIVE TO COST-OF-LIVING ADJUSTMENTS FOR RETIREES

*Whereas*, The deferred operation of this act would tend to defeat its purpose, which is to provide for increased cost-of-living adjustments for retirees, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

SECTION 1. (a) (1) Notwithstanding section 103 of chapter 32 of the General Laws or any other general or special law to the contrary, the retirement board of any system that has accepted said section 103 may elect to establish a cost-of-living adjustment increase of not less than 3 per cent and not greater than 5 per cent on the base amount provided for in said section 103 for fiscal year 2023.

(2) The sum of the dollar amount of the cost-of-living increase on the base amount, together with the amount of retirement allowance, pension or annuity to which the cost-of-living increase is applied, shall become the fixed retirement allowance, pension or annuity for all future purposes, including the application of subsequent cost-of-living adjustments in future years.

(b) A retirement board may grant a cost-of-living increase of not less than 3 per cent and not greater than 5 per cent on the base amount for fiscal year 2023 at any time during the fiscal year.

(c) This section shall take effect for the members of a retirement system by a majority vote of the board of such system and upon local acceptance: (i) of the city council upon recommendation of the mayor in a city, (ii) of the city council upon recommendation of the city manager in a city having a Plan D or Plan E charter, (iii) of the chief executive officer, as defined in section 7 of chapter 4 of the General Laws, in a town, (iv) of the county commissioners in a county and (v) by vote of the governing board, commission or committee in a district or other political subdivision of the commonwealth. For any retirement system comprising more than 1 political subdivision of the commonwealth, this section shall be effective by a majority vote of the board of such system and upon the acceptance of two-thirds of cities and towns within the system by approval of: (i) the city council upon recommendation of the mayor in a city, (ii) the city council upon recommendation of the city manager in a city having a Plan D or Plan E charter, and (iii) the chief executive officer, as defined in section 7 of chapter 4 of the General Laws, in a town.

SECTION 2. This act shall take effect on July 1, 2022.

*Approved, November 16, 2022.*

## MEMORANDUM

TO: All Retirement Boards

FROM: John W. Parsons, Esq., Executive Director 

RE: 5% Local COLA option

DATE: November 18, 2022

On November 16, 2022, the Governor signed Chapter 269 of the Acts of 2022 into law. This act provides the local retirement systems with a local option to increase the Cost of Living Adjustment ("COLA") for Fiscal Year 2023 to up to 5 percent on the base amount specified pursuant to G.L. c. 32, § 103. The approval of the increase can occur at any time during the fiscal year and will take effect as of July 1, 2022.

The local approval mechanism is different than traditional COLA increases and COLA base increases. In order for a system to adopt a COLA increase pursuant to this act, **the retirement board must vote for the increased amount and then it must also receive local approval.**

For purposes of this act, local approval means:

- In a city, the mayor must recommend the increase to the city council and the council must vote in favor.
- In a city having a Plan D or Plan E charter, the city manager must recommend the increase to the city council and the council must vote in favor.
- In a town, the chief executive officer<sup>1</sup> - the select board in nearly all cases - must vote in favor to accept the increase rather than the town meeting as is the case for COLA base increases.
- In a district, or other political subdivision, the governing board, commission or committee must vote in favor to accept the COLA increase.

<sup>1</sup> As defined in G.L. c. 4, § 7, "chief executive officer", when used in connection with the operation of municipal governments shall include the mayor in a city and the select board in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.



MEMORANDUM - Page Two

TO: All Retirement Boards  
FROM: John W. Parsons, Esq., Executive Director  
RE: 5% Local COLA option  
DATE: November 18, 2022

- In a regional system, two-thirds of the cities and towns within the system must approve the increase. This is done in the same fashion as stated above for municipalities: in a city, by the city council upon recommendation by the mayor or, in a city with a Plan D or Plan E charter, the city manager; or, in a town, by approval of the chief executive officer (likely the select board) as defined by G.L. c. 4, § 7.
- In a county, the county commissioners, who normally do not have a role in COLAs nor COLA base increases, must vote to accept **and** two-thirds of the cities and towns within the system must approve the increase in the same manner as stated above for regional systems.

Though many local systems are comprised of multiple units such as housing authorities and districts, the two-thirds language only applies to regional and county systems as the approval specified in the statute only refers to cities and towns as voting political subdivisions.

Section 2 of the act provides that a COLA increase pursuant to this act is retroactive to July 1, 2022. Any COLA increase, in addition to any COLA previously adopted for FY 23, will become part of the fixed amount of a retirees' retirement allowance in the same manner as all COLAs granted pursuant to section 103.

PERAC has already received questions about estimating the cost of the enhanced COLA. PERAC Actuary John Boorack has provided the following formula for a conservative full-cost estimate, not a one-year estimate, to assist boards in their planning:

$$(0.2) \times (\text{COLA base}) \times (\# \text{ of retirees/beneficiaries})$$

If you have any questions about this memo, please contact PERAC's General Counsel, Judith Corrigan, at (617) 591-8904 or at [judith.a.corrigan@mass.gov](mailto:judith.a.corrigan@mass.gov).



116 Huntington Avenue  
Suite 901  
Boston, MA 02116-5744  
segalco.com

February 1, 2023

Middlesex County Retirement Board  
Middlesex County Retirement System  
25 Linnell Circle  
Billerica, MA 01865

**Re: Cost of Increasing the July 1, 2022 COLA from 3% to 5% - Updated**

Dear Board Members:

As requested, we have updated our December 12, 2022 estimate of the cost of increasing the July 1, 2022 Cost of Living Adjustment (COLA) from 3% to 5% with the current base of \$16,000 for the Middlesex County Retirement System to show an additional payment schedule. Note that this cost estimate is a one-time increase in the annual COLA percentage, which is projected to be 3% for 2023 and thereafter. In our December 12, 2022 letter we assumed the additional cost would first be reflected in the fiscal 2029 appropriation. In this letter, we are also showing the impact of paying the additional cost beginning with either the fiscal 2024 appropriation, the fiscal 2025 appropriation, or the fiscal 2026 appropriation. The estimates in this report are based on the January 1, 2022 Actuarial Valuation and Review of the Middlesex County Retirement System and do not reflect any experience gains or losses after that date.

Increasing the July 1, 2022 COLA from 3% to 5% increases the July 1, 2022 unfunded liability (UAL) by \$16,886,571, or 1.0%, from \$1,623,820,534 to \$1,640,707,105.

The funding schedule included in the January 1, 2022 actuarial valuation report fully funds the actuarial accrued liability of the Middlesex County Retirement System by fiscal 2036 with total payments increasing 6.5% per year from fiscal 2024 through fiscal 2028, with the amortization payment on the unfunded liability increasing 4% thereafter.

We have incorporated the additional cost of increasing the July 1, 2022 COLA to 5% into the funding schedule in four different ways:

- by keeping the current appropriations through fiscal 2028 and then extending the 6.5% annual increases an additional year to fiscal 2029, resulting in the additional cost being added to the fiscal 2029 through fiscal 2036 appropriations;
- by amortizing the additional liability in payments that increase 4% per year, which are added to the current appropriations for fiscal 2024 through fiscal 2036;
- by amortizing the additional liability in payments that increase 4% per year, which are added to the current appropriations for fiscal 2025 through fiscal 2036; and
- by amortizing the additional liability in payments that increase 4% per year, which are added to the current appropriations for fiscal 2026 through fiscal 2036.

The additional appropriations for each are shown in the following table.

<b>Actuarially Determined Contribution – 5% COLA on July 1, 2022</b>						
<b>Fiscal Year Ended June 30,</b>	<b>Actuarially Determined Contribution – 3% COLA on July 1, 2022 (Current)</b>	<b>Increase in Actuarially Determined Contribution - Additional UAL Payments beginning in Fiscal 2029</b>	<b>Increase in Actuarially Determined Contribution - Additional UAL Payments beginning in Fiscal 2024</b>	<b>Increase in Actuarially Determined Contribution - Additional UAL Payments beginning in Fiscal 2025</b>	<b>Increase in Actuarially Determined Contribution - Additional UAL Payments beginning in Fiscal 2026</b>	
2023	\$156,350,175	\$0	\$0	\$0	\$0	\$0
2024	166,512,936	0	1,683,209	0	0	0
2025	177,336,277	0	1,750,537	1,926,703	0	0
2026	188,863,135	0	1,820,559	2,003,771	2,220,679	2,220,679
2027	201,139,239	0	1,893,381	2,083,922	2,309,507	2,309,507
2028	214,213,290	0	1,969,116	2,167,279	2,401,887	2,401,887
2029	224,656,628	3,480,526	2,047,881	2,253,970	2,497,962	2,497,962
2030	233,517,648	3,763,380	2,129,796	2,344,129	2,597,881	2,597,881
2031	242,728,122	3,913,914	2,214,988	2,437,894	2,701,796	2,701,796
2032	252,301,828	4,070,472	2,303,588	2,535,409	2,809,868	2,809,868
2033	262,253,102	4,233,290	2,395,731	2,636,826	2,922,263	2,922,263
2034	272,596,834	4,402,621	2,491,560	2,742,299	3,039,153	3,039,153
2035	283,348,504	4,578,727	2,591,223	2,851,991	3,160,719	3,160,719
2036	294,524,210	4,761,876	2,694,872	2,966,070	3,287,148	3,287,148

These cost estimates are based on the assumptions used in the most recent actuarial valuation of the Middlesex County Retirement System. To the extent there is adverse experience, employer contributions will increase and the cost related the increased COLA may be different than expected. For example, if members live longer than assumed under the current mortality table assumption, the cost of increasing the COLA will be higher than shown.

Please refer to our January 1, 2022 Actuarial Valuation and Review dated August 8, 2022 for the data, assumptions and plan of benefits underlying these calculations and for a discussion of the risks that may affect the System.

This report was prepared in accordance with generally accepted actuarial principles and practices at the request of the Board to assist in administering the Retirement System.

The measurements shown in this actuarial valuation may not be applicable for other purposes. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that


anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period); and changes in plan provisions or applicable law.


Segal valuation results are based on proprietary actuarial modeling software. The actuarial valuation models generate a comprehensive set of liability and cost calculations that are presented to meet regulatory, legislative and client requirements. Deterministic cost projections are based on a proprietary forecasting model. Our Actuarial Technology and Systems unit, comprised of both actuaries and programmers, is responsible for the initial development and maintenance of these models. The models have a modular structure that allows for a high degree of accuracy, flexibility and user control. The client team programs the assumptions and the plan provisions, validates the models, and reviews test lives and results, under the supervision of the responsible actuary.

The actuarial calculations were directed under the supervision of Bridget P. Orr, ASA, MAAA, EA. She is a member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein. To the best of her knowledge, the information supplied in this actuarial valuation is complete and accurate. The assumptions used in this actuarial valuation were selected by the Board based upon her analysis and recommendations. In her opinion, the assumptions are reasonable and take into account the experience of the Middlesex County Retirement System and reasonable expectations.

Please let us know if you have any questions or need any additional information.

Sincerely,

  
Kathleen A. Riley, FSA, MAAA, EA  
Senior Vice President and Chief Actuary

  
Bridget P. Orr, ASA, FCA, MAAA, EA  
Consulting Actuary



**Retired Participants as of Valuation Date January  
1, 2022**

<b>Unit</b>	<b>Retirees</b>
Town of Acton	192
Town of Ashby	10
Town of Ashland	149
Town of Ayer	82
Town of Bedford	217
Town of Billerica	477
Town of Boxborough	47
Town of Burlington	396
Town of Carlisle	55
Town of Chelmsford	449
Town of Dracut	269
Town of Dunstable	10
Town of Groton	68
Town of Holliston	131
Town of Hopkinton	140
Town of Hudson	245
Town of Lincoln	119
Town of Littleton	128
Town of North Reading	195
Town of Pepperell	68
Town of Sherborn	53
Town of Shirley	45
Town of Stow	46
Town of Sudbury	231
Town of Tewksbury	335
Town of Townsend	33
Town of Tyngsborough	101
Town of Wayland	249
Town of Westford	284
Town of Weston	271
Town of Wilmington	299
<b>Total Town Retirees:</b>	<b>5,394</b>
<b>Total MCRS Retirees:</b>	<b>6,284</b>

**Approve and Sign the  
Fire Local 3262 Union Contract**

Agreement Between  
The Town of Stow, Massachusetts

&

The Stow Professional Firefighters Association,  
Local 3262

International Association of Firefighters, AFL-  
CIO

July 1, 2023 through June 30, 2026

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## Article I- Recognition

The town of Stow recognizes the Local as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment subjective to negotiation pursuant to the General Laws of the Commonwealth of Massachusetts in the following collective bargaining unit:

All permanent full time professional Firefighters, Fire Lieutenants, and Fire Captains employed by the town of Stow.

## Article 2- Due Deduction & Agency Fee

### Section 1

Subject to applicable law as set forth in the General Laws of the Commonwealth of Massachusetts, Chapter 180, Section 17A, the Town shall deduct Local dues or initiation fees (as certified by the Local to the Town in writing) for each of its employees with the unit covered by this Agreement who, individually, in writing authorize such deduction, (in the form attached hereto as Appendix A) and forward the full amount thus deducted to the Secretary-Treasurer of the Local or this authorized agent

### Section 2 Dues

By the tenth (10th) day of the succeeding month, the Town shall remit such deductions to the Treasure of the Local together with a list of employees who have had said dues deducted.

### Section 3

The Town will incur no liability for loss of dues monies after depositing the same addressed as directed to the Local in the United States Mail

### Section 4 Membership

Although membership in the local is not mandatory for Stow full-time Fire Department employees, benefits gained by the Local are accorded all employees represented, therefor, all non-local full-time employees eligible for membership must agree in wiring as a condition of employment to contribute an agency service fee to the local with shall equal an amount which is proportionately commensurate pursuant with the cost of collective bargaining and contract administration pursuant to Chapter 180 Chapter 17G, and Chapter 150E, Section 12 of the General Laws. Such agency fee shall be handled in the same manner as Local dues, described above in this article.

## Section 5

The local shall indemnify and save the Town harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken by the Town for the purpose of complying with this Article or in reliance of any assignment furnished to the town.

## Article 3- Non-Discrimination

### Section 1

Neither the Town nor the Local shall discriminate against any employee because of such employee's race, color, religion, sex, age, or national origin.

### Section 2

It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee in his right to join, assist, or refrain from joining or assisting any labor organization

### Section 3

Neither the Town nor the Local shall interfere with restrain, coerce, intimidate or otherwise discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Local, or non-membership or non-participation in such activity

## Article 4- Responsible Local & Town Relationship

The Town and the Local recognize that it is in the best interest of both parties, the employee, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Town and the Local and their respective representatives at all levels will apply the terms of this contract fairly and in accord with its intent and meaning and consistent with the Local's status as exclusive bargaining representative of all employees covered by this contract.

Each party shall bring to the attention of all employees covered by this contract, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to ensure adherence to this purpose.

## Article 5- Management Rights

## Section 1

The Town is a public body established under and with the powers provided by the General Laws of the Commonwealth of Massachusetts and nothing in this agreement shall derogate from the powers and responsibilities of the Town under the General Laws or rules and regulations of the Commonwealth. The Town, its Select Board, and the Fire Chief, reserve and retain, whether exercised or not, those rights, powers and duties they now have or may be granted or have conferred upon them by the General Laws of the Commonwealth together with all non-statutory rights, powers and authority to manage and direct the employees of the Town's Fire Department. Except as specifically abridged or modified by a term of this agreement, the exercise of the aforesaid Town's rights shall be final and binding and not subject to the grievance-arbitration provisions of this agreement.

## Section 2

The Local agrees that the Town has complete authority over the policies and administration of the Fire Department in the town and may continue to take action it deems appropriate in the management of said department including but not necessarily limited to the right to hire, promise, transfer and assign employees and to suspend demote discharge, or take other disciplinary action against employees for just cause to relieve employees from duties because of lack of work, funds, or other legitimate reasons to maintain the efficiency of the operations entrusted to them to determine and maintain equitable standards of performance, to require the observance of reasonable rules and regulation and to determine the method, means, works schedules and personnel by which such operations are to be conducted including ordering into work, assisting other town departments as needed, or contracting out, provided that such rights shall not be exercised in violation of other sections of this Agreement.

As the Chief operating officer of the Department, the Fire Chief shall be the first line of authority over union members on issues involving administration of this contract

# Article 6- Grievance Procedure

## Section 1

Any dispute arising in connection with wages, hours or work and other conditions of employment, or out of the interpretation or application of the provisions set forth in the agreement may be presented for consideration by this local

## Section 2

The parties agree that any grievance that may arise during the life of the agreement will be discussed promptly and the parties will diligently cooperate in an effort to adjust said grievance at the earliest possible time

### Section 3

Any grievance must be filed within fourteen (14) calendar days of the event upon which the grievance is based or from the date the employee should have had the knowledge of the event or shall be deemed null and void.

### Section 4 Steps

Step 1: Filed in writing with the Chief, who shall hear the grievance within fourteen (14) calendar days and shall answer within five (5) working days following the conclusion of the hearing. This shall not preclude oral discussions or informal conferences between the Chief and the employee.

Step 2: Filed in writing with the Select Board/Town Administrator within five (5) days after the answer is due at step 1. The Select Board or its designee shall hear the grievances as represented by the aggrieved employee(s) with no more than two (2) local representatives if the employee(s) so desire(s), within fourteen (14) calendar days following receipt of the grievance and shall answer the grievance within five (5) working days following the conclusion of the hearing.

Step 3: Submitted to arbitration by either party (Local or Town but not an individual employee) within twenty (20) working days after the answer of the Select Board is due and written notice of said submission shall be given the other party by delivery in hand or by main, postage prepaid. The arbitration proceeding shall be conducted, and the arbitrator shall be selected according to the rules and regulation of the American Arbitration Association. A source other than the individual recommended by the American Arbitration Association may be selected to hear the grievance as long as both parties mutually agree to the individual selected.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and arguments.

Any employee who files a grievance involving a discharge, demotion or suspension which is governed by the laws administered by a Retirement Board may elect to submit the grievance to arbitration for a final and binding decision. The employee shall make this election in writing prior to the initiation of Step 3 of the grievance procedure and said election shall be final.

The arbitrator shall not add, subtract from or alter any provisions of this Agreement, nor shall he establish any new terms or conditions of employment.



Notwithstanding any contrary provisions, the arbitrator shall be without power or authority to make a decision which:

- a) Is violate or inconsistent with any term or provision of this agreement or applicable law.
- b) Exceeds his jurisdiction and authority under law and this agreement.
- c) Involves an incident, which occurred or failed to occur prior to the execution of this agreement.
- d) Involved any matter which by law, or under the terms of this agreement, is within the exclusive authority of the Town.

## Section 5

The costs and expense of arbitration shall be shared equally by the parties.

## Section 6

A grievance shall be deemed waived and settled on the basis of the Town's answer unless such grievance is submitted to each of the steps within the posted time limits provided.

# Article 7- No-Strike Clause

## Section 1

No employee covered by this agreement shall engage in, induce or encourage any strike (whether sympathetic, economic or otherwise), work stoppage, slowdown or withholding of services in the form of a sick-out or otherwise. The local agrees that neither it nor any officers or agents will call, institute, authorize, participate in, sanction, or ratify any such strike, work stoppage, slowdown, withholding of services or sickout

## Section 2

Should any employee or group of employees covered by this agreement engage in any strike, work stoppage, slowdown, withholding of services, or sick-out, the local shall forthwith disavow any strike, work stoppage, slowdown, withholding of services, or sick-out and shall refuse to recognize any picket line established in connection therewith.

## Section 3

In consideration of the performance by the Local of this obligation under sections 1 and 2 of this article, there shall be no liability on the part of the local nor its officers or agents for any monetary damages resulting from the unauthorized breach of the agreement as contained in this article by individual members of the local.

## Section 4

The Town may impose disciplinary action including discharge upon any and all of the employees involved in a violation of this article; provided, however, that an issue of fact as to whether an individual has engaged in such activity may be the subject of the grievance-arbitration procedures set out herein.

## Section 5

The town agrees that, during the term of this agreement, it will not lock out any employees covered by this agreement.

# Article 8- Seniority

## Section 1

Seniority shall be considered the length of a full-time employee's continuous service in his/her permanent classification within the Fire Department of the Town of Stow

## Section 2

In the event that more than one firefighter/EMT is hired at one time, seniority will be based on the order of appointment by the Town of Stow Select Board.

# Article 9- Layoff

## Section 1

If the town finds it necessary to lay off employees, the procedures set forth in this article will apply.

## Section 2

A "Layoff" is hereby defined as a complete termination of employment for economic or other legitimate non-disciplinary reasons.

The local will be notified whenever possible for (4) weeks in advance of any layoff and, insofar as practicable of the number, names and job classification (rank) of those employees who are affected.

## Section 3

If a layoff is necessary, the least senior full-time employee covered by this agreement shall be laid off first.

### Section 4

The town will give each employee who is laid off either two (2) weeks advance notice or in lieu of such notice, two (2) weeks' pay.

### Section 5

In addition to termination allowance as provided above, an employee who is laid off will receive a payment in lieu of any vacation which he may have earned but not used at the time of the layoff. If an employee who has been laid off and who has received payment in lieu of vacation is re-hired in the same fiscal year, he shall not be entitled to a vacation with pay in that fiscal year.

### Section 6

If an employee who is laid off and has received a termination allowance is re-hired and if the number of weeks upon which the termination allowance is computed is greater than the number of weeks since the date of the layoff, the amount of the allowance applicable to the excess number of weeks shall be regarded as an advance to the employee, and the employee shall repay such amount to the Town through weekly payroll deductions at the rate of at least 10% of his basic weekly wage.

### Section 7

In re-hiring in any job classification the town will offer re-employment to those former employees who have been laid off in that job classification in the inverse order in which said employees were laid off.

### Section 8

There shall be no obligation to offer re-employment to any employee who has been laid off more than one year.

### Section 9

The offer of re-employment shall be sufficient if made by certified or registered mail addressed to the laid-off employee at his last address of record with the Fire Chief as shown by the records of the Town. Any such laid-off employee must respond and be available for re-employment within seventeen (17) days from the date of the mailing of the offer, otherwise the laid-off employee shall be deemed to have refused re-employment and the town's obligation under this article is satisfied.

## Section 10

Any employee recalled within one year of his/her date of layoff will return to at least her/her former classification and pay step with no loss of benefits for the time served up to the time of layoff.

## Section 11

Any laid off employee may revert to call status with the Stow Fire Department.

# Article 10- Physical Examination

## Section 1

Physical examinations shall be required every three (3) years on a schedule to be established by the Fire Chief. The expense of the physical shall be paid by the Town, and the examinations are to be performed by a qualified physician of the Town's choice. The minimum examination must be in accordance with the standards of the Town of Stow Fire Department. The employees hereby authorize the Town to have unlimited access to the results of such examinations and to any medical records pertaining thereto and will sign an authorization or release as may be necessary to allow the Town access thereto. Except as necessary for consideration of appointment, re-appointment, or dismissal any such information or reports received will be considered confidential and not available to third parties. Should the examination results be substandard, the employee shall be sent for a Fit-for-Duty exam at the Town's expense.

## Section 2

The Fire Chief reserves the right to take appropriate action against any employee where their physical condition is substandard for the job classification (i.e. unable to climb a ladder, or out of breath carrying equipment), yet is a correctable condition. Employee shall be sent for a Fit-for-Duty exam at the Town's expense and put on a corrective action plan.

# Article 11- Holidays

## Section 1

All full-time employees shall be entitled to twelve (12) paid holidays in each year, namely: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day,

Memorial Day, Independence Day, Juneteenth, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. If full time employees are scheduled to work Monday through Friday, then section 4 shall apply. If full time employees are scheduled to work seven days a week Juneteenth, Independence Day, Veterans Day, Christmas Day, and New Years Day shall be considered to be June 19th, July 4th, November 11th, December 25th, and January 1st respectively, and all other holidays shall be considered to be the date established by the State.

## Section 2

Every employee covered by this agreement shall be entitled to these days off, with pay, at the regular hourly rate for the number of hours normally scheduled on the designated day.

## Section 3

Holiday benefits are effective immediately upon employment for new permanent employees.

## Section 4

Any holiday that is not staffed and a full time employee is ordered to work, that employee shall be eligible to work entire shift regardless

## Section 5

For employees not scheduled on a particular holiday, be granted ten (hours) for a weekend holiday, and twelve (12) hours for a weekday holiday of compensatory time off, at the mutual agreement of the department and the employee, in lieu of payment.

## Section 6

Holiday pay shall not be considered as time worked toward the calculation of overtime pay.

## Section 7

The holiday will be defined as the twelve (12) hours on a weekday on the date of the holiday, or ten (ten) hours for a weekend on the same calendar date. Any shift worked during this time will be paid at time and 1/2.

# ARTICLE 12- Safety & Health

## Section 1

The Town will continue to make reasonable provisions for the safety and health of its employees who will be expected to cooperate with the Select Board.

## Section 2

Safety is a concern to the Town and the Local. The Town and the Local mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees to provide for their own safety and that of their fellow employees and the general public.

## Section 3

Standard Operating Guideline 200-03, Exposure Control & Reporting shall be incorporated into this contract to ensure the health and safety of all bargaining members of this unit regarding bio-hazard exposures and the contraction of diseases related to their work environment.

# ARTICLE 13- Overtime

## Section 1

Overtime compensation shall be at the rate of one and one-half (1-1/2) times an employee's regular hourly rate of pay and shall be paid for any time worked in excess of forty (40) hours per week, with the following exceptions:

- A. All "call-backs" shall be compensated at the overtime rate. A "call-back" shall be defined as any authorized time worked outside of an employee's scheduled work week, with the exception of time worked as coverage of regular shifts. Time worked on coverage of regular shifts shall be considered part of the regular work week and shall be compensated at the overtime rate only after forty (40) hours has been worked in a week. All call backs shall be compensated at a minimum of two hours with the exception of Box Alarms which will be compensated at three hours. The officer in charge will determine whether to release the employee at any time period prior to the employee working the full two hours.

- B. Any open shift that a full time employee has been ordered to work shall be compensated at a rate of one and one-half the employee's regular rate regardless of the number of hours already worked.

## Section 2

Overtime opportunities or extra shifts shall be offered first to full-time employees on the basis of a rotation list kept for that purpose jointly by both parties. Said list shall be posted and overtime shall be distributed as equitably as possible. Such overtime is subject to budgetary limitations as voted by Town Meeting. In the event of a shortage of funds, call personnel may fill any shift. Records shall be kept of overtime worked.

If no full-time employee is readily available, the overtime opportunity or shift may be offered to call personnel. In times of emergency or fiscal stress, the Fire Chief may take other action with regard to filling open shifts.

Such overtime opportunities shall include, but not be limited to, the following: fire watch details that are continuations of calls that are initiated during the regular work day; other unanticipated fire watch details; emergency repair work on the fire alarm system or emergency stand-by for the fire alarm system; certain specialized maintenance or repair details; dispatch duty when paid by the Fire Department.

Excluded from this section shall be those incidents when call personnel are normally given the first opportunity to work, whether compensated or not, such as the following: after-hours fire and ambulance calls or coverage; coverage of ambulance shifts on holidays, such as Christmas, Thanksgiving and New Year's Eve.

Any paid detail arranged through the Town of Stow Fire Department will be first offered to members of this bargaining unit.

## Section 3

There shall be no pyramiding of overtime, nor shall absence due to vacation, sickness, or other form of granted leave, be counted as time worked for the computation of overtime.

## Section 4

Employees are guaranteed a minimum of two hour pay for any call back at a rate of pay of time and one-half their regular pay, if they meet the provisions of Section 1. Any time worked in excess of one hour will be rounded to the closest half-hour for calculating callback pay.

# ARTICLE 14- Sick Pay

## Section 1

Each full-time employee shall be credited with 18.75 days of paid sick leave annually, available after the first full month of employment and every year thereafter on the anniversary date of employment. Sick leave not used in any year shall be cumulative to a total of up to 1500 days.

For accrual purposes only a day has been defined as eight (8) hours

## Section 2

Sick pay will not apply on either a holiday or a vacation day when compensation is already being paid.

## Section 3

Any sick leave of duration of more than three (3) consecutive work days, if the Chief, so requests, shall be substantiated by a doctor's certificate at the employee's expense. When circumstances reasonably warrant the same, the Chief may in their discretion require a medical examination for any employee who reports his/her inability to report for duty because of illness or injury, this required examination shall be at the expense of the Town by a physician designated by the Chief. The results of said physical exam shall be used to determine the validity of the use of sick leave. Invalidated sick leave payments shall be repaid from future wages or accrued vacation leave. The invalid use of sick leave may result in disciplinary action.

## Section 4 Light Duty

Sick leave shall accumulate while an employee is in full pay status, except that such leave shall not accumulate during the period an employee is on injury-on-duty leave pursuant to General Laws Chapter 41, Section 111F.

Subject to the conditions set forth in this article, upon mutual agreement between the injured member, the Town Administrator and the Fire Chief a member may return to work under a light duty status. This status will only be allowed if the Chief determines there is suitable work available for which the employee is qualified to perform. Light duty can be retracted at any time by one of the three contributors to the decision.

Any member of this bargaining unit injured off-duty, will have the option to return to work under a light duty status after all accrued sick time has been used, and with an



applicable doctor's note. Upon mutual agreement between the out-of-work member, the Town Administrator and the Fire Chief a member may return to work under a light duty status. This status will only be allowed if the Chief determines there is suitable work available for which the employee is qualified to perform. Light duty can be retracted at any time by one of the three contributors to the decision.

It is understood that there is not light duty work that will regularly consume a 40 hour week.

Should union members run out of accrued time, while still injured/sick, the union and the Town agree to discuss options, on a case-by-case basis, through a side agreement.

### Section 5

Accumulated sick leave may be used for the following reasons: an employee's personal illness or doctor's appointment, maternity, paternity or to take care of an employee's family (defined as spouse, child and parents) including an illness or to attend a doctor's appointment. When sick time is taken the Employee must inform the Chief or designee if the time taken is for members of the employee's family or for use of the employee.

### Section 6 Pregnancy

Any member of this bargaining unit who becomes pregnant, and with an applicable doctor's note is unable to fulfill the requirement of a full-time Firefighter/EMT, will have the option to be transferred to light duty status upon mutual agreement between the pregnant member, the Town Administrator, and the Fire Chief. This status will only be allowed if the Chief determines there is suitable work available for which the employee is qualified and able to perform. Light duty can be retracted at any time by one of the three contributors to the decision.

It is understood that there is not light duty work that will regularly consume a 40 hour week.

Should union members run out of accrued time, while pregnant, the union and the Town agree to discuss options, on a case-by-case basis, through a side agreement.

## ARTICLE 15- Vacation

### Section 1: Vacation & Personal Time Off

All full-time employees covered by this Agreement shall be entitled to vacation leave based on length of continuous Town service as follows:

Duration of Continuous Service

Accrual Rate

One month through five years	1 day monthly /12 days annually
After five (5) years	1 ½ days monthly / 18 days annually
After ten (10) years	2 days monthly / 24 days annually
After twenty (20) years	2 1/2 days monthly / 25 days annually

For accrual purposes only a day has been defined as eight (8) hours

Up to 2 days per year of accrued vacation leave will be considered 'personal time', and shall be exempt from the advance notice requirements of Section 2.e. of this article.

## Section 2 Miscellaneous Provisions

- a. Eligibility is determined by the anniversary date of employment.
- b. The maximum number of hours carried, as accrued vacation leave into a new fiscal year is limited to the number of hours accrued during the prior fiscal year.
- c. If a holiday occurs while an employee is on vacation, that day will not be deducted from vacation leave.
- d. If an employee becomes ill on vacation, vacation leave continues to apply.
- E. Each department head shall schedule the vacations of employees within the department so as to cause the least inter-ference with the work, while giving preference to those employees with maximum seniority. Employees shall give department heads two (2) working days' notice for vacation time up to two (2) days duration. For three (3) or more days, advance notice of five (5) working days is required.
- f. A terminated employee shall be paid for all vacation leave accrued but not taken as of the date of his/her termination.
- g. Removed – effective 7/1/2023.
- h. Vacation leave expended prior to its accrual within the fiscal year will be reimbursed to the town if an employee separates service for any reason.

# ARTICLE 16- Wages & Stipends

## Section 1 Wages

July 1st, 2023- 2% Base Adjustment + 3% COLA

July 1st, 2024- 2%

July 1st, 2025- 3%

The compensation of the full-time members employed by the Town shall be paid in accordance with the following schedule:

**Firefighter/EMT**

	<i>Minimum</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>
<i>FY24</i>	28.23	29.12	30.52	31.79	33.04
<i>FY25</i>	28.79	29.71	31.13	32.42	33.70
<i>FY26</i>	29.66	30.60	32.06	33.39	34.71

**Captain**

*Annual adjustment to 20% above the top step Firefighter/EMT Salary*

	<i>Minimum</i>	<i>Step1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>
<i>FY24</i>	-	-	-	-	39.65
<i>FY25</i>	-	-	-	-	40.44
<i>FY26</i>	-	-	-	-	41.65

Employees shall be moved up to the next higher step on the expiration of each succeeding year of service.

- a. Compensation at one and one half the regular hourly rate shall be paid for attendance at department drills. Compensation for training outside the Stow Fire Department will be upon approval of the Fire Chief.

**Section 2 Longevity Stipend**

Any employee who has served as a full time member of the Fire Department for five (5) years or more shall receive a longevity benefit of \$250.00 per each year served beyond five (5) years to a maximum of \$750.00.

Six (6)Years of continuous service                      \$250.00

Seven (7) Years	\$500.00
Eight (8)Years	\$750.00

### Section 3 Promotions & Position Classifications

When an employee is promoted into a new position, their new pay rate will be determined as follows:

(1) Identify the person's present pay rate.

(2) Increase that rate by one step. If the person is at their top step in their former position, then add the step increment value (the step increment value is the amount of the difference between each step in the former position).

(3) By definition, a promotion must increase a person's pay to at least the figure identified in paragraph (2).

To find the proper pay rate in the new position, select the lowest rate in the new pay scale that is not less than the figure derived in paragraph (2).

### Section 4 Shift Swapping

The practice of swapping shifts with other employees is a privilege that will be allowed at the sole discretion of Management. Management at any time with advance notice may terminate the practice. All swaps require the prior approval of the Fire Chief. Swapped shifts shall in no way affect any employee's pay rate or total earned income. All swaps shall be paid back in the work period established by the Fire Chief. A formal log of all swaps shall be kept for official records.

## ARTICLE 17- Education Incentive

### Section 1 Town of Stow Educational Incentive Program

Removed - effective 7/1/2023.

### Section 2 Fire Service Training

Each Full-time Employee shall be entitled to attend fire-related classes approved by the Fire Chief.

## Section 3 EMT-B License Renewal Reimbursement

Each Full-Time EMT shall be reimbursed for the cost of his/her National and or Massachusetts recertification. Article XVII Section 3 does not include the cost of training leading up to the recertification.

# ARTICLE 18 Uniforms

## Section 1

All full time employees on duty shall dress according to year-round standards set forth by the Fire Chief. Failure to meet these standards may result in disciplinary action, at the discretion of the Fire Chief. The Chief may consult the Local prior to setting the standard.

## Section 2

New full time employees will be issued a set of uniforms upon the commencement of employment. This issue will include two long sleeve shirts, two short sleeve shirts, two pairs of pants, a belt and shoes. A new employee will not be eligible for the clothing allowance in section 3 until the beginning of the following fiscal year.

## Section 3

The Department will provide up to \$800 annually per full time member for the maintenance and replacement of all necessary uniform items. The replacement of such uniforms will be as necessary at the sole discretion of the Fire Chief. All items shall remain the property of the Town and shall be returned upon termination of full time employment.

## Section 4

The Town agrees to pay for the replacement of any prescription eyeglasses, contacts, watches or hearing aids owned by the employee which are damaged in the line of duty. Employees must make the Chief or Commanding Officer aware of the damage as quickly as possible after the damage occurs. Invoices for reimbursement shall be submitted to the Chief.

## Section 5

The Chief alone is responsible for establishing standard uniform and equipment requirements and for determining whether a request for clothing or equipment purchase meets the established standard uniform and equipment requirements. This can include but not limited to Station uniform, Class A uniform, fire and EMS equipment.

## ARTICLE 19- Travel Expense

### Section 1

The Town shall reimburse an employee for the use of his/her private automobile for official town business at the rate set by the IRS when such use is authorized by the Fire Chief.

## ARTICLE 20- Injury Leave

### Section 1

The provisions for injury leave shall remain in accordance with the Massachusetts General Laws Chapter 41, Section 111F.

### Section 2

Any employee who claims to have been injured in the course of his employment and/or as a result of his employment shall report each such injury to his/her supervisor immediately, unless said employee is not physically able to do so.

In the event that the employee is not physically able to report said injury immediately, he/she shall make said report as soon as possible. Each such employee shall, in addition, submit to a medical examination by a physician selected by the Town for the purposes of determining the nature and extent of his/her injury.

The Town may require additional physical examinations, as it deems appropriate during an employee's disability and absence from work. In the event that the physician selected by the Town determines that an employee is no longer disabled and is able to return to work, said employee shall be required to return to work.

## ARTICLE 21- Miscellaneous

### Section 1 Contractual Conflicts

In the event any Federal or State law conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of this Agreement shall continue in full force and effect.

### Section 2 Union Business

One employee designated by the Local will be granted reasonable time off to conduct Local business, subject to the needs of the Department as determined by the Chief. Such time off shall be without pay and not exceed five (5) days per contractual year but shall be considered as time worked for the purpose of determining step increases, if any, and other benefits due said employee. The Local further agrees that the Town shall not be required to pay time and one-half to any employee required to fill in for said employee during his absence due to Local business. No Local representative on duty shall suffer a loss in pay while attending any joint Local-Town meeting.

- A) The Town of Stow shall provide space for a bulletin board to be located at a mutually agreeable location in the Fire Station to be used by the Union for posting of notices concerning Union business and activity.
- B) The Town of Stow also agrees to provide suitable space in the fire station for union meetings.

### Section 3 Contract Opening

Any provision of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement. In the absence of such mutual consent, the parties agree that this contract represents the full agreement of the parties on all matters which were negotiated or which could have been subjects of negotiation. No such amendment shall bind the parties hereto unless made and executed in writing by the parties hereto.

### Section 4 Leave of Absence

Leaves of absence without pay may be granted by the Chief and Town Administrator for any reasonable purpose for a limited period, not to exceed three (3) months. Thereafter, such leaves may be extended or renewed up to a maximum total period of one year. All such leaves shall be subject to the review and approval of the Chief and Town Administrator

### Section 5 Military Leave

All present employees who are in the National Guard or in the Armed Forces Reserve will be paid the difference between their regular pay and their military pay for any time spent on temporary duty. Employees hired after the effective date of this agreement who voluntarily join either the National Guard or the Reserve shall not be entitled to the difference between their regular pay and their military pay for any time spent on temporary duty. Any military leave shall not be considered a part of, nor shall it affect in any way, any employee's regular vacation.

### Section 6 Bereavement Leave

An absence with pay, to the extent necessary but not to exceed five (5) days, is granted in case of death of an immediate member of an employee's family (spouse, child, father, mother, sister,

brother, grandchildren, or grandparents.) An absence with pay of three (3) days is granted in case of death of an employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law. Any additional bereavement leave may be granted at the discretion of the Assistant Town Administrator/HR Director

## Section 7 Grooming

All employees covered by this Agreement, when on duty, shall be neat and clean-shaven and shall be attired in Department approved apparel.

## Section 8 Non-Municipal Work

Any employment outside the Town of Stow Fire Department shall not interfere with the employee's regularly scheduled tours of duty. Such interference may result in disciplinary action.

## Section 9 Conduct

It shall be the responsibility of each full-time employee to perform the activities that are required to maintain his/her EMT status at the highest level of service, which the Stow Fire/EMS provides. Such level of service, as established by the Fire Chief, will be provided in writing to the full-time firefighters. Failure to maintain such status will result in termination. Compensation to be as established by departmental policy.

## Section 10 Posting of Work Schedule

The work schedule for full-time employees shall be posted in an accessible location no less than one (1) month in advance. No emergency changes shall be made to said schedule without written notification to the members of the changes and the reasons for the changes.

## Section 11 Firefighting Academy Requirement

All full-time permanent Firefighter/EMTs hired after April 1st, 2022 will be expected to attend the Massachusetts Fire Academy Recruit Program; Unless the call/volunteer equivalent was obtained prior to the date of hire.

If needed, the decision of when the new hire will attend the Massachusetts Fire Academy recruit program will be made solely by the Town and will be contingent upon and subject to sufficient availability of the budget funds as determined by the Fire Chief and Town Administrator.

Continued employment of all full-time permanent Firefighter/EMTs hired after April 1st, 2022 in the Stow Fire Department will be dependent upon obtaining a Pro-Board firefighter I/II certification after completion of the above listed training program.



Any reasonable costs charged by the Massachusetts Firefighting academy or Massachusetts Fire Academy Trust fund to attend the recruit program or complete the pro-board certification will be paid by the town

## Section 12 Accidental Death Policy

All employees covered by this agreement, shall receive the benefits outlined in the Town of Stow Police/Fire Accidental Death Insurance policy.

**Chubb (Cabot Risk Strategies) Policy #9907-19-85, effective 7/1/22**

## Section 13 Private Details

Any member under this agreement working shall be paid a minimum of 4 hours of pay at the rate of \$60 per hour for all private details in FY24, \$62 per hour for all private details in FY25, and \$64 per hour for all private details in FY26. For this section "Private" shall be defined as compensated with non-municipal funds. The employee shall be compensated with a four (4) hour minimum for work performed in the A.M. and a four (4) hour minimum for work performed in the P.M., provided that no employee shall be paid more than eight (8) hours on such detail unless the time was actually worked. Private details beyond the eight (8) hours in one day and details on Sunday and Holidays will be paid at time and one-half of the detail rate.

## Section 14 Court Time

Any member required to appear in court as part of his or her duties, at a time other than his or her scheduled shift shall be paid at the overtime rate for the time spent in court and normal travel time from home to court and court to home. The member shall be paid a minimum of four (4) hours. If the member is scheduled to work he or she will report to work prior to court and return to work when released by the court.

## Section 15 Promotional Eligibility

Years of service requirements for promotion to high ranks shall be:

- a) Lieutenant- two (2) years of continuous experience as a permanent firefighter in the department
- b) Captain- five (5) years of permanent experience with Stow Fire Department and the rank of Lieutenant

Years of service requirements must be met prior to the examination.

## Section 16 Structural Firefighting Gear

Each member of this bargaining unit shall be issued two sets of structural firefighting gear.

# ARTICLE 22- Stability of Agreement

## Section 1

The failure of the Town or the Local to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or the Local to future performance of any such term or condition, and the obligations of the Local or of the Town to such future performance shall continue in full force and effect.

## Section 2

The provisions of this Agreement supersede any conflicting or inconsistent rule, or other regulation promulgated by the Department. In the event any mandatory statute(s) (as distinguished from permissive statutes) relating to the members of the Fire Department provides or sets forth benefits or terms in excess of or more advantageous to the employees than the benefits or terms of this Agreement, the provisions of such statute(s), to the extent not forbidden by law, shall prevail. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous to the employees than those provided or set forth in any statute(s), the provisions of this Agreement shall prevail to the extent permitted by law.

# ARTICLE 23- Terms of Agreement

## Section 1

This Agreement shall be effective July 1, 2023 shall expire June 30, 2026.

IN WITNESS WHEREOF, the Agreement has been executed this

6<sup>th</sup> Day of April, 2023

FOR THE TOWN OF STOW

\_\_\_\_\_


FOR THE INTERNATIONAL


ASSOCIATION OF FIREFIGHTERS

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

Approve and Sign the  
Town Administrator's  
FY24 – FY26 Contract

**TOWN OF STOW**  
**EMPLOYMENT AGREEMENT WITH TOWN ADMINISTRATOR**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2023, between the Town of Stow, acting by and through its Select Board (“Board”) and Denise M. Dembkoski of Billerica Massachusetts (“Town Administrator”).

In consideration of the mutual promises and the covenants set forth herein, the Board and the Town Administrator hereby agree to the following terms and conditions as a contract of employment:

**1. Authority, Powers and Duties**

The Board agrees to employ the Town Administrator and the Town Administrator agrees to serve in accordance with and subject to the provisions of the Home Rule Charter of Stow, Article IV, Section 4-1 through and including Section 4-5, the express terms and conditions of which are incorporated herein by reference, as the same may be from time to time amended ("the Charter"). The duties of the Town Administrator shall be as defined and provided for in said sections, or as may otherwise be determined by the Board in accordance with said Charter or bylaws enacted pursuant thereto.

**2. Term**

a. The term of this Agreement shall be commencing on July 1, 2023 and ending on June 30, 2026.

b. This term shall be subject to renewal, extension, suspension or termination by the Board in accordance with the provisions of Article IV, Section 4-5 of the Charter and this Agreement. Any actions taken by the Board pursuant to Section 4-5 shall set forth the reason or reasons for such action, said reasons shall meet the standard of good cause.

c. The Board and the Town Administrator shall notify each other in writing of their intent to renew this Agreement no later than six months prior to the end date of this Agreement, December 31, 2025. Provided that each party has notified the other of their desire to negotiate a successor Agreement, both parties will endeavor to reach an agreement on a successor Agreement no less than three months prior to the end of this Agreement, June 30, 2026.

In the event either party desires not to renew this Agreement, such party shall provide the other with a notice of such intention at least one hundred and twenty (120) working days prior to the expiration of this Agreement. In the event that the Board so elects not to renew this Agreement, the Town Administrator shall be paid severance pay for either the period which the Town Administrator remains unemployed as a Town Administrator or three months, whichever is less, provided, however, that in the event this Agreement is not renewed due to gross misconduct by the Town Administrator, the Town shall have no obligation to pay the severance sum provided for in this paragraph. This provision shall remain in force and effect beyond the termination of this Agreement. If the Town Administrator elects not to renew this Agreement, no severance pay will be owed (except unused vacation pay up to a maximum of 30 days). In either event, the Town Administrator also agrees to provide customary and usual technical assistance to the successor Town Administrator for a reasonable period of time. It is expected that approximately sixty (60) to ninety (90) days of management support will be needed beyond the Town Administrator's termination date.

d. The Town Administrator may, at her option, and by a minimum of sixty (60) days written notice to the Board, unilaterally terminate this agreement. The Board may, at its discretion, shorten or waive such requirement. In this event, the Town Administrator will provide the customary and usual technical assistance to the successor referenced in the preceding paragraph. Also in this event, no severance pay will be owed (except unused vacation pay up to a maximum of 30 days).

### 3. Compensation

a. The Town Administrator shall receive an annual salary subject to town meeting appropriation, payable in equal installments and on such dates as customary for all salaried employees of Stow, subject to all withholding of taxes and other deductions as required by law or agreed to by the Town Administrator. The annual salary for each fiscal year of the contract shall be as follows:

FY24 - \$175,000	FY25 - \$180,000	FY26 - \$185,000
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b. Except as herein provided, the Town Administrator shall receive all benefits provided for other salaried employees of Stow including, but not necessarily limited to, health benefits, life insurance, vacation, sick days, retirement and other fringe benefits as are provided for by the Personnel Administration Bylaw of the Town of Stow.

c. The Town Administrator is entitled to four (4) days of full pay bereavement leave related to the death of a close member of her family including her spouse, parent, sister, brother-in-law, nephew or niece. In addition, she shall be eligible for one (1) day of bereavement leave for other family members. Full bereavement leave benefits are available upon the first day of employment.

d. Beginning on July 1, 2023, the Town Administrator shall be entitled to one hundred and sixty (160) hours of vacation and thirty-two (32) hours personal time annually, said days, when taken, shall be deducted from any vacation days that the Town Administrator may otherwise accrue in accordance with the Personnel Administration Bylaw.

e. The Town Administrator is provided with a \$2,500 annual automobile allowance to be paid out over the regular payroll cycle and taxable as a fringe benefit. There will be no mileage reimbursement provided.

f. The Town Administrator is provided with a \$2,000 annual cell phone allowance paid out over the regular payroll cycle and taxable as a fringe benefit. There will be no additional reimbursement for cell phone usage.

g. The Board recognizes and encourages the Administrator to join professional organizations that are typically affiliated with municipal government. The Board agrees to budget and pay for professional dues and subscriptions of the Administrator for such organizations.

The Board shall reimburse the Administrator for all reasonable and proper expenses incurred while attending approved conferences. The Board also agrees that the Administrator will be allowed to attend courses, institutes, and seminars that are necessary for her professional development and she will be reimbursed for any reasonable and proper expenses incurred while attending such events, subject to appropriation. The Board agrees that Ms. Dembkoski also be allowed to attend courses to maintain her Massachusetts Certified Collector and Treasurer

certification.

The maximum amount of money that the Town will pay per year for the total expenses associated with professional development shall be four thousand dollars (\$4,000).

h. For purposes related to the Fair Labor Standards Act, the Town Administrator shall be defined as an “exempt employee”.

#### **4. Work Schedule**

a. The Town Administrator’s basic work schedule will be a 40-hour week Monday through Thursday, not including evening meetings (including but not limited to Select Board meetings), and 24/7 emergency access. The Town Administrator will not work on Fridays, unless needed for an unforeseen situation.

#### **5. Holidays**

a. Should a holiday fall on a Friday, the Town Administrator shall be entitled to either the preceding Thursday or the following Monday off in observance of the holiday.

#### **6. Termination, Removal or Suspension**

a. The Town Administrator shall be subject to the termination of employment at any time during the term of this Agreement or any extension or renewal thereof in accordance with the provisions of Section 4-5 of Article IV of the Charter and the provisions set forth above.

b. Unless and until this Agreement or any extension or renewal thereof is so terminated, or terminated by the Town Administrator as set-forth above, the Town Administrator shall continue to serve for terms of three years at the pleasure of the Select Board in accordance with the provisions of the Charter.

c. In addition to the provisions for the termination of this Agreement by the Town Administrator as set-forth above, the Town Administrator may indicate her intention not to renew or extend this Agreement by giving written notice thereof to the Board dated and received at least six months prior to June 30, 2026, i.e. before December 31, 2025, and at least six months prior the termination date of any subsequent extension or renewal of this Agreement. In this event, the Town Administrator agrees to provide management support services as expressed in paragraph 2c above.

By a majority vote of the full Board, this Agreement may be terminated subject to Article IV, Section 4-5 of the Town Charter. In the event the Town Administrator is terminated by the Select Board, the Town will pay the Town Administrator six months of salary and any unused vacation time. Provided, however, that in the event that the Town Administrator is terminated for criminal conduct, gross negligence or willful misconduct, or failure to abide by the terms of this Agreement, the Town shall have no obligation to pay the termination costs identified in this Agreement. This article shall remain in force and effect beyond the termination date of this Agreement.

#### **6. General Provisions**

a. This Agreement shall constitute the entire agreement between the Stow Select Board and the Town Administrator and shall only be amended, changed or modified in writing and

executed by both parties.

b. This Agreement shall be interpreted and construed in accordance with the laws of Massachusetts and in such manner as to be consistent with the provisions of the Charter. In the event that any provision, or portion thereof, of this Agreement is found to be inconsistent with said Charter, or otherwise invalid or unenforceable, then such provisions or portion thereof shall be deemed severable, and the remainder of this Agreement shall remain in full force and effect.

c. All monetary provisions of this Agreement are subject to appropriation by Town Meeting.

d. The Town Administrator may accept speaking, writing, lecturing, teaching or other paid engagements of a professional nature as she sees fit, provided they do not interfere with the performance and discharge of her duties and responsibilities as town Administrator. Any such engagements, activities, or work must be approved in advance by the Select Board, whose approval will not be unreasonably delayed or denied, and shall not be in violation of the Massachusetts Conflict of Interest Law, M.G.L. c. 268A.

e. To the extent allowed by M.G.L. c. 258, the Select Board agree that it shall defend, hold harmless, and indemnify the Town Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the Town Administrator in her official capacity as Town Administrator provided the incident occurred while the Town Administrator was acting within the scope of her employment and in good faith. Except that in no case will the individual Board members be considered personally liable for indemnifying the Town Administrator against such demands, claims, suits, actions and legal proceedings.

Executed on the date first written above.

Town Administrator: \_\_\_\_\_

Denise M. Demboski

Employer: TOWN OF STOW, Acting by and through its SELECT BOARD

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



# FY24 Budget Discussion



***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: FY24 Budget Review

Date: April 6, 2023

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Please find my proposed budget which will be going forward to Town Meeting. In addition, I have included my recommended use of Free Cash for FY24 and the recommendation I made to Capital Planning for the FY24 Capital Plan.

I look forward to discussing these with you and answering any questions you may have.

Thank you.

# FY2023 Free Cash

\$1,876,404.00

ATM	Transfer to CAPITAL STABILIZATION	\$75,000.00
ATM	Transfer to STABILIZATION	\$200,000.00
ATM	Transfer to OPEB	\$235,000.00
ATM	Transfer to Opioids	\$10,000.00
ATM	Capital	\$583,298.00

Total Free Cash to be Used: \$1,103,298.00

<b>Department</b>	<b>Request Title</b>	<b>FY2024 Capital</b>	<b>Funding Mechanism</b>
Highway	Cemetery Truck Replacement	\$95,000	Free Cash
Highway	Militia Circle Mill & Pave	\$75,000	Free Cash
Highway	Wheeler Road Bridge Repair	\$70,000	Free Cash
Police	Police Responder Pickup Truck	\$90,000	Free Cash
Facilities	Replacement of police cell toilets	\$12,000	Free Cash
Facilities	Painting of Town Building	\$25,000	Free Cash
Facilities	Keyless Entry at Pompo	\$15,000	Free Cash
School	Hale Interior Doors	\$100,000	Free Cash
School	Hale Auditorium Compressor Replacement	\$66,298	Free Cash
School	Hale & Center PFAS Filter Upgrade	\$35,000	Free Cash
		\$583,298.00	
Highway	Replacement of Large 6-Wheel Dump Truck (S-7)	\$265,000	Borrowing
Fire	Replacement of Ambulance Rescue 16	\$436,800	Borrowing
Facilities	Town Building Water System Repairs and Upgrades	\$750,000	Borrowing
		\$1,451,800.00	

**TOWN OF STOW  
2023 ANNUAL TOWN MEETING  
FY24 BUDGET TO TOWN MEETING**

	<b>FY 2023 VOTED BUDGET</b>	<b>2023 ATM FY 2024 BUDGET REQUESTED</b>	<b>% CHANGE OVER PRIOR YR</b>	<b>FY 2024 BUDGET TOWN ADMINISTRATOR RECOMMEND</b>	<b>% CHANGE OVER PRIOR YR</b>
<b>INCOME USED FOR OPERATIONS</b>					
PROPERTY TAX	31,160,990.96	34,779,959.00	11.61%	34,779,959.00	11.61%
STATE AID	517,077.00	527,784.00	2.07%	527,784.00	2.07%
STATE AID - SCHOOL BUILDING ASSISTANCE	0.00	0.00	0.00%	0.00	0.00%
LOCAL RECEIPTS	1,617,669.00	1,691,600.00	4.57%	1,691,600.00	4.57%
TRANSFER FROM OTHER FUNDS	205,215.00	200,930.00	-2.09%	200,930.00	-2.09%
FREE CASH	0.00	0.00	0.00%	0.00	0.00%
STABILIZATION FUND	0.00	0.00	0.00%	0.00	0.00%
OVERLAY SURPLUS FUNDS	0.00	0.00	0.00%	0.00	0.00%
CARRYOVER ARTICLES	0.00	0.00	0.00%	0.00	0.00%
<b>INCOME USED FOR CAPITAL OUTLAYS</b>					
PROPERTY TAX			0.00%		0.00%
FREE CASH FOR OPEB	235,000.00	235,000.00	0.00%	235,000.00	0.00%
FREE CASH - FOR CAPITAL ARTICLES	823,500.00	559,398.00	-32.07%	559,398.00	-32.07%
FREE CASH - FOR OPIOIDS	0.00	10,000.00	100.00%	10,000.00	100.00%
OVERLAY SURPLUS FUNDS FOR CAPITAL ARTICLES	0.00		0.00%		0.00%
FREE CASH FOR STABILIZATION	275,000.00	275,000.00	0.00%	275,000.00	0.00%
CARRYOVER ARTICLES	0.00		0.00%		0.00%
BORROW	0.00		0.00%		0.00%
<b>TOTAL INCOME</b>	<b>34,834,451.96</b>	<b>38,279,671.00</b>	<b>9.89%</b>	<b>38,279,671.00</b>	<b>9.89%</b>

**TOWN OF STOW  
2023 ANNUAL TOWN MEETING  
FY24 BUDGET TO TOWN MEETING**

	FY 2023 VOTED BUDGET	2023 ATM FY 2024 BUDGET REQUESTED	% CHANGE OVER PRIOR YR	FY 2024 BUDGET TOWN ADMINISTRATOR RECOMMEND	% CHANGE OVER PRIOR YR
<b>EXPENDITURES</b>					
GENERAL MUNICIPAL BUDGET TOTAL	8,563,539.00	9,128,653.81	6.60%	9,303,366.00	8.64%
NASHOBA REG SCH DIST ASSESSMENT	18,535,962.00	18,535,962.00	0.00%	19,059,502.00	2.82%
MINUTEMAN VOC TECH ASSESSMENT	2,145,103.00	2,576,739.00	20.12%	2,574,524.00	20.02%
DEBT SERVICE	2,164,020.00	2,164,020.00	0.00%	2,173,737.00	0.45%
SPECIAL ARTICLES- RAISE & APPROPRIATE	474,100.00	671,733.00	41.69%	671,733.00	41.69%
SPECIAL ARTICLES - APPROPRIATE & TRANSFER	715,215.00	715,730.00	0.07%	715,730.00	0.07%
CAPITAL ARTICLES	823,500.00	559,398.00	-32.07%	559,398.00	-32.07%
TAX RECAP ITEMS	1,413,012.96	1,496,549.90	5.91%	1,496,549.90	5.91%
<b>TOTAL EXPENDITURES</b>	<b>34,834,451.96</b>	<b>35,848,785.71</b>	<b>2.91%</b>	<b>36,554,539.90</b>	<b>4.94%</b>
<b>BUDGET SURPLUS (DEFICIT)</b>	<b>0.00</b>	<b>2,430,885.29</b>	<b>100.00%</b>	<b>1,725,131.10</b>	<b>100.00%</b>
<b>PROPERTY TAX REVENUES</b>					
PROP 2 1/2 LEVY LIMIT	29,894,404.00	31,011,216.00	3.74%	31,011,216.00	3.74%
AMENDED NEW GROWTH	17,997.00	0.00	-100.00%	0.00	-100.00%
2.5% INCREASE	747,810.00	775,280.00	3.67%	775,280.00	3.67%
NEW GROWTH	351,005.00	250,000.00	-28.78%	250,000.00	-28.78%
<b>OVERRIDE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00%</b>
<b>PROP 2 1/2 LEVY LIMIT</b>	<b>31,011,216.00</b>	<b>32,036,496.00</b>	<b>3.31%</b>	<b>32,036,496.00</b>	<b>3.31%</b>

**TOWN OF STOW  
2023 ANNUAL TOWN MEETING  
FY24 BUDGET TO TOWN MEETING**

	FY 2023 VOTED BUDGET	2023 ATM FY 2024 BUDGET REQUESTED	% CHANGE OVER PRIOR YR	FY 2024 BUDGET TOWN ADMINISTRATOR RECOMMEND	% CHANGE OVER PRIOR YR
ADD: DEBT EXCLUSIONS	1,912,942.00	1,931,676.00	0.98%	1,931,676.00	0.98%
DEBT EXCLUSION - NRSD/MINUTEMAN	590,713.00	811,787.00	37.42%	811,787.00	37.42%
<b>MAXIMUM ALLOWABLE</b>	33,514,871.00	34,779,959.00	3.77%	34,779,959.00	3.77%
DEDUCT: UNUSED LEVY CAPACITY	(2,353,880.04)		-100.00%		-100.00%
<b>TAX LEVY RAISED</b>	31,160,990.96	34,779,959.00	11.61%	34,779,959.00	11.61%
<b>PROPERTY TAX USED FOR CAPITAL OUTLAY</b>	0.00	0.00	0.00%	0.00	0.00%
<b>PROPERTY TAX USED FOR OPERATIONS</b>	31,160,990.96	34,779,959.00	11.61%	34,779,959.00	11.61%
<b>STATE AID</b>					
LOSS TAXES - STATE OWNED LAND	0.00		0.00%		0.00%
LOSS TAXES - VETS, BLIND, SURVIVING SPOUSE & ELDER	11,683.00	10,197.00	-12.72%	10,197.00	-12.72%
CHAPTER 70	0.00		0.00%		0.00%
UNRESTRICTED GENERAL GOVERNMENT AID	487,654.00	497,407.00	2.00%	497,407.00	2.00%
ADDITIONAL LOCAL AID	0.00		0.00%		0.00%
STATE AID HIGHWAY FUND CH. 81	0.00		0.00%		0.00%
MUNICIPAL STABILIZATION AID	0.00		0.00%		0.00%
VETERANS BENEFITS	17,740.00	20,180.00	13.75%	20,180.00	13.75%
PUBLIC LIBRARIES	14,928.00	16,331.00	9.40%	16,331.00	9.40%
<b>GROSS STATE AID</b>	532,005.00	544,115.00	2.28%	544,115.00	2.28%
DEDUCT: CHERRY SHEET OFFSETS	(14,928.00)	(16,331.00)	9.40%	(16,331.00)	9.40%
<b>NET STATE AID</b>	517,077.00	527,784.00	2.07%	527,784.00	2.07%

**TOWN OF STOW  
2023 ANNUAL TOWN MEETING  
FY24 BUDGET TO TOWN MEETING**

	<b>FY 2023 VOTED BUDGET</b>	<b>2023 ATM FY 2024 BUDGET REQUESTED</b>	<b>% CHANGE OVER PRIOR YR</b>	<b>FY 2024 BUDGET TOWN ADMINISTRATOR RECOMMEND</b>	<b>% CHANGE OVER PRIOR YR</b>
<b>STATE AID -SCHOOL BUILDING ASSISTANCE</b>	0.00	0.00	0.00%	0.00	0.00%
<b>LOCAL RECEIPTS</b>					
MOTOR VEHICLE EXCISE REV	1,030,869.00	1,100,000.00	6.71%	1,100,000.00	6.71%
OTHER EXCISE	2,500.00	2,500.00	0.00%	2,500.00	0.00%
PENALTY & INT ON TAX & EXCISE	45,000.00	45,000.00	0.00%	45,000.00	0.00%
PAYMENT IN LIEU OF TAXES	100,000.00	105,000.00	5.00%	105,000.00	5.00%
CHARGES FOR SERVICES - AMBULANCE FEES	185,000.00	190,000.00	2.70%	190,000.00	2.70%
FEES	85,000.00	85,000.00	0.00%	85,000.00	0.00%
RENTALS	200.00	200.00	0.00%	200.00	0.00%
DEPT REVENUE - LIBRARY	100.00	0.00	-100.00%	0.00	-100.00%
DEPT REVENUE - CEMETERY	7,500.00	8,000.00	6.67%	8,000.00	6.67%
DEPT REVENUE - OTHER	500.00	500.00	0.00%	500.00	0.00%
LICENSES AND PERMITS	125,000.00	130,000.00	4.00%	130,000.00	4.00%
FINES	3,900.00	3,900.00	0.00%	3,900.00	0.00%
INTEREST ON EARNINGS	11,000.00	11,500.00	4.55%	11,500.00	4.55%
SUPPLEMENTAL TAXES	0.00	0.00	0.00%	0.00	0.00%
ROLLBACK TAXES	0.00	0.00	0.00%	0.00	0.00%
MISCELLANEOUS NON-RECURRING	21,100.00	10,000.00	-52.61%	10,000.00	-52.61%
<b>TOTAL LOCAL RECEIPTS</b>	<b>1,617,669.00</b>	<b>1,691,600.00</b>	<b>4.57%</b>	<b>1,691,600.00</b>	<b>4.57%</b>



**TOWN OF STOW  
2023 ANNUAL TOWN MEETING  
FY24 BUDGET TO TOWN MEETING**

	FY 2023 VOTED BUDGET	2023 ATM FY 2024 BUDGET REQUESTED	% CHANGE OVER PRIOR YR	FY 2024 BUDGET TOWN ADMINISTRATOR RECOMMEND	% CHANGE OVER PRIOR YR
<b>TRANSFER FROM OTHER FUNDS</b>					
PEG ACCESS AND CABLE RELATED FUND	146,870.00	147,585.00	0.49%	147,585.00	0.49%
COMMUNITY PRESERVATION COMMITTEE	45,000.00	40,000.00	-11.11%	40,000.00	-11.11%
WETLANDS PROTECTION FUND	3,020.00	3,020.00	0.00%	3,020.00	0.00%
CONSERVATION LAND MAINTENANCE	10,325.00	10,325.00	0.00%	10,325.00	0.00%
REAPPROPRIATE UNEXPENDED CAPITAL FUNDS	0.00		0.00%		0.00%
SALE OF CEMETERY LOTS	0.00		0.00%		0.00%
<b>TOTAL TRANSFER FROM OTHER FUNDS</b>	<b>205,215.00</b>	<b>200,930.00</b>	<b>-2.09%</b>	<b>200,930.00</b>	<b>-2.09%</b>
<b>FREE CASH USED FOR OPERATIONS</b>					
HOUSING MANAGEMENT SERVICES	0.00	0.00	0.00%	0.00	0.00%
FREE CASH FOR FY21 DEFICITS	0.00	0.00	0.00%	0.00	0.00%
FREE CASH - TO REDUCE TAX RATE	0.00	0.00	0.00%	0.00	0.00%
FREE CASH - FOR SNOW AND ICE ACCOUNT	0.00	0.00	0.00%	0.00	0.00%
<b>TOTAL FREE CASH USED FOR OPERATIONS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00%</b>
<b>FREE CASH USED</b>					
OPEB TRUST FUND	235,000.00	235,000.00	0.00%	235,000.00	0.00%
STABILIZATION	200,000.00	200,000.00	0.00%	200,000.00	0.00%
CAPITAL STABILIZATION	75,000.00	75,000.00	0.00%	75,000.00	0.00%
OTHER CAPITAL	823,500.00	559,398.00	-32.07%	559,398.00	-32.07%
<b>TOTAL FREE CASH USED FOR OPERATIONS</b>	<b>1,333,500.00</b>	<b>1,069,398.00</b>	<b>-19.81%</b>	<b>1,069,398.00</b>	<b>-19.81%</b>

**TOWN OF STOW  
2023 ANNUAL TOWN MEETING  
FY24 BUDGET TO TOWN MEETING**

	FY 2023 VOTED BUDGET	2023 ATM FY 2024 BUDGET REQUESTED	% CHANGE OVER PRIOR YR	FY 2024 BUDGET TOWN ADMINISTRATOR RECOMMEND	% CHANGE OVER PRIOR YR
<b>GENERAL BUDGET EXPENDITURES</b>					
<b>GENERAL GOVERNMENT</b>					
<b>MODERATOR</b>					
MODERATOR'S SALARY	45.00	0.00	-100.00%	0.00	-100.00%
MODERATOR'S EXPENSES	46.00	250.00	443.48%	250.00	443.48%
<b>MODERATOR EXPENSES</b>	<b>91.00</b>	<b>250.00</b>	<b>174.73%</b>	<b>250.00</b>	<b>174.73%</b>
<b>TOWN ADMINISTRATOR</b>					
SELECTMEN'S OFFICE WAGES	89,598.00	91,603.50	2.24%	91,604.00	2.24%
SELECTMEN'S OFFICE EXPENSES	9,450.00	9,450.00	0.00%	9,450.00	0.00%
TOWN ADMINISTRATOR SALARY	150,328.00	154,838.36	3.00%	175,000.00	16.41%
ASSISTANT TOWN ADMINISTRATOR/HR DIRECTOR WAGE	91,709.00	94,468.95	3.01%	94,469.00	3.01%
TOWN ADMINISTRATOR OFFICE WAGES	2,500.00	3,000.00	20.00%	4,500.00	80.00%
PROCUREMENT WAGES	0.00	0.00	0.00%	62,500.00	100.00%
PERSONNEL EXPENSES	5,000.00	5,500.00	10.00%	5,500.00	10.00%
TOWN ADMINISTRATOR EXPENSES	11,250.00	11,250.00	0.00%	11,750.00	4.44%
<b>TOWN ADMINISTRATOR TOTAL</b>	<b>359,835.00</b>	<b>370,110.81</b>	<b>2.86%</b>	<b>454,773.00</b>	<b>26.38%</b>
<b>FINANCE COMMITTEE</b>					
FINANCE COMMITTEE WAGES	1,000.00	0.00	-100.00%	0.00	-100.00%
RESERVE FUND	80,000.00	80,000.00	0.00%	80,000.00	0.00%
FINANCE COMMITTEE EXPENSES	1,000.00	1,000.00	0.00%	1,000.00	0.00%
<b>FINANCE COMMITTEE TOTAL</b>	<b>82,000.00</b>	<b>81,000.00</b>	<b>-1.22%</b>	<b>81,000.00</b>	<b>-1.22%</b>

**TOWN OF STOW  
2023 ANNUAL TOWN MEETING  
FY24 BUDGET TO TOWN MEETING**

	FY 2023 VOTED BUDGET	2023 ATM FY 2024 BUDGET REQUESTED	% CHANGE OVER PRIOR YR	FY 2024 BUDGET TOWN ADMINISTRATOR RECOMMEND	% CHANGE OVER PRIOR YR
<b>TOWN ACCOUNTANT</b>					
ACCOUNTANT'S SALARY	69,680.00	71,770.00	3.00%	71,770.00	3.00%
ACCOUNTANT'S OFFICE WAGES	500.00	500.00	0.00%	500.00	0.00%
ACCOUNTANT'S EXPENSES	2,125.00	2,150.00	1.18%	2,150.00	1.18%
<b>TOWN ACCOUNTANT TOTAL</b>	<b>72,305.00</b>	<b>74,420.00</b>	<b>2.93%</b>	<b>74,420.00</b>	<b>2.93%</b>
<b>ASSESSORS</b>					
PRINCIPAL ASSESSOR WAGES	93,542.00	96,589.00	3.26%	96,589.00	3.26%
ASSESSORS' CLERICAL WAGES	98,790.00	103,384.00	4.65%	103,384.00	4.65%
ASSESSORS' EXPENSES	15,630.00	16,630.00	6.40%	16,630.00	6.40%
<b>ASSESSORS' TOTAL</b>	<b>207,962.00</b>	<b>216,603.00</b>	<b>4.16%</b>	<b>216,603.00</b>	<b>4.16%</b>
<b>TREASURER-COLLECTOR</b>					
TREASURER-COLLECTOR SALARY	90,745.00	93,122.00	2.62%	93,122.00	2.62%
TREAS-COLLECTOR CLERICAL WAGES	98,340.00	104,683.00	6.45%	104,683.00	6.45%
TREASURER-COLLECTOR EXPENSES	54,655.00	55,902.12	2.28%	56,282.00	2.98%
<b>TREASURER-COLLECTOR TOTAL</b>	<b>243,740.00</b>	<b>253,707.12</b>	<b>4.09%</b>	<b>254,087.00</b>	<b>4.25%</b>
<b>INFORMATION TECHNOLOGY</b>					
IT WAGES	45,832.00	45,836.58	0.01%	47,176.00	2.93%
IT EXPENSES	187,876.00	249,680.00	32.90%	285,000.00	51.70%
<b>IT TOTAL</b>	<b>233,708.00</b>	<b>295,516.58</b>	<b>26.45%</b>	<b>332,176.00</b>	<b>42.13%</b>

**TOWN OF STOW  
2023 ANNUAL TOWN MEETING  
FY24 BUDGET TO TOWN MEETING**

	FY 2023 VOTED BUDGET	2023 ATM FY 2024 BUDGET REQUESTED	% CHANGE OVER PRIOR YR	FY 2024 BUDGET TOWN ADMINISTRATOR RECOMMEND	% CHANGE OVER PRIOR YR
<b>TOWN CLERK</b>					
TOWN CLERK'S SALARY	94,426.00	97,583.94	3.34%	97,584.00	3.34%
TOWN CLERK'S OTHER WAGES	65,409.00	67,003.86	2.44%	67,004.00	2.44%
TOWN CLERK ELECTION WAGES	28,124.00	28,124.00	0.00%	21,000.00	-25.33%
TOWN CLERK EXPENSES	29,043.00	29,118.00	0.26%	29,234.00	0.66%
<b>TOWN CLERK TOTAL</b>	<b>217,002.00</b>	<b>221,829.80</b>	<b>2.22%</b>	<b>214,822.00</b>	<b>-1.00%</b>
<b>CONSERVATION COMMISSION</b>					
CONSERVATION DIRECTOR	93,902.00	97,009.23	3.31%	97,010.00	3.31%
CONSER COMMISSN CLERICAL WAGES	55,794.00	63,068.89	13.04%	57,363.00	2.81%
CONSER COMMISSION EXPENSES	5,000.00	5,000.00	0.00%	8,600.00	72.00%
<b>CONSERVATION COMMISSION TOTAL</b>	<b>154,696.00</b>	<b>165,078.12</b>	<b>6.71%</b>	<b>162,973.00</b>	<b>5.35%</b>
<b>PLANNING BOARD</b>					
TOWN PLANNER	102,344.00	92,104.32	-10.01%	92,105.00	-10.00%
PLANNING BOARD CLERICAL WAGES	86,503.00	108,265.19	25.16%	111,966.00	29.44%
PLANNING BOARD EXPENSES	5,250.00	11,300.00	115.24%	11,300.00	115.24%
<b>PLANNING BOARD TOTAL</b>	<b>194,097.00</b>	<b>211,669.51</b>	<b>9.05%</b>	<b>215,371.00</b>	<b>10.96%</b>
<b>BOARD OF APPEALS</b>					
BOARD OF APPEALS CLERICAL WAGES	29,390.00	29,890.00	1.70%	0.00	-100.00%
BOARD OF APPEALS EXPENSES	4,250.00	4,250.00	0.00%	0.00	-100.00%
<b>BOARD OF APPEALS TOTAL</b>	<b>33,640.00</b>	<b>34,140.00</b>	<b>1.49%</b>	<b>0.00</b>	<b>-100.00%</b>

**TOWN OF STOW  
2023 ANNUAL TOWN MEETING  
FY24 BUDGET TO TOWN MEETING**

	FY 2023 VOTED BUDGET	2023 ATM FY 2024 BUDGET REQUESTED	% CHANGE OVER PRIOR YR	FY 2024 BUDGET TOWN ADMINISTRATOR RECOMMEND	% CHANGE OVER PRIOR YR
<b>MUNICIPAL BUILDING</b>					
MUNI BUILDING & PROPERTY WAGES	176,298.00	182,085.11	3.28%	183,648.00	4.17%
MUNI BUILDNG & PROPRTY EXPENSE	172,910.00	178,031.30	2.96%	220,176.00	27.34%
<b>MUNICIPAL BUILDING TOTAL</b>	<b>349,208.00</b>	<b>360,116.41</b>	<b>3.12%</b>	<b>403,824.00</b>	<b>15.64%</b>
<b>OTHER GENERAL GOVERNMENT</b>					
TOWN REPORTS EXPENSES	7,500.00	7,500.00	0.00%	7,500.00	0.00%
CAPITAL PROGRAM COMMITT EXPENS	0.00		0.00%		0.00%
<b>OTHER GENERAL GOVERNMENT TOTAL</b>	<b>7,500.00</b>	<b>7,500.00</b>	<b>0.00%</b>	<b>7,500.00</b>	<b>0.00%</b>
<b>TOTAL GENERAL GOVERNMENT</b>	<b>2,155,784.00</b>	<b>2,291,941.35</b>	<b>6.32%</b>	<b>2,417,799.00</b>	<b>12.15%</b>
<b>PUBLIC SAFETY</b>					
<b>POLICE DEPT</b>					
POLICE CHIEF SALARY	135,460.00	139,523.00	3.00%	139,523.00	3.00%
POLICE & DISPATCH WAGES	1,471,873.00	1,564,355.00	6.28%	1,568,362.00	6.56%
POLICE & DISPATCH EXPENSES	122,300.00	124,625.00	1.90%	109,425.00	-10.53%
<b>POLICE DEPT TOTAL</b>	<b>1,729,633.00</b>	<b>1,828,503.00</b>	<b>5.72%</b>	<b>1,817,310.00</b>	<b>5.07%</b>

**TOWN OF STOW  
2023 ANNUAL TOWN MEETING  
FY24 BUDGET TO TOWN MEETING**

	FY 2023 VOTED BUDGET	2023 ATM FY 2024 BUDGET REQUESTED	% CHANGE OVER PRIOR YR	FY 2024 BUDGET TOWN ADMINISTRATOR RECOMMEND	% CHANGE OVER PRIOR YR
<b>FIRE AND EMS</b>					
FIRE CHIEF'S SALARY	107,120.00	110,333.60	3.00%	110,334.00	3.00%
FIRE AND EMS WAGES	719,454.00	882,469.47	22.66%	859,251.00	19.43%
FIRE AND EMS EXPENSES	82,400.00	87,240.00	5.87%	89,090.00	8.12%
<b>FIRE AND EMS TOTAL</b>	<b>908,974.00</b>	<b>1,080,043.07</b>	<b>18.82%</b>	<b>1,058,675.00</b>	<b>16.47%</b>
<b>BUILDING INSPECTOR</b>					
BUILDING INSPECTOR WAGES	103,748.00	106,899.07	3.04%	106,899.00	3.04%
BUILDING DEPARTMENT CLERICAL WAGES	63,642.00	67,463.30	6.00%	67,463.00	6.00%
BUILDING INSPECTOR EXPENSES	8,745.00	8,245.00	-5.72%	8,945.00	2.29%
<b>BUILDING INSPECTOR TOTAL</b>	<b>176,135.00</b>	<b>182,607.37</b>	<b>3.67%</b>	<b>183,307.00</b>	<b>4.07%</b>
<b>TOTAL PUBLIC SAFETY</b>	<b>2,814,742.00</b>	<b>3,091,153.44</b>	<b>9.82%</b>	<b>3,059,292.00</b>	<b>8.69%</b>
<b>PUBLIC WORKS AND FACILITIES</b>					
<b>HIGHWAYS AND GROUNDS</b>					
SUPT OF STREETS SALARY	125,218.00	129,018.00	3.03%	111,749.00	-10.76%
HIGHWAYS & GROUNDS WAGES	685,000.00	751,765.84	9.75%	735,110.00	7.32%
HIGHWAYS & GROUNDS EXPENSES	178,000.00	192,000.00	7.87%	179,050.00	0.59%
SNOW AND ICE REMOVAL EXPENSE	200,000.00	200,000.00	0.00%	200,000.00	0.00%
<b>HIGHWAYS &amp; GROUNDS TOTAL</b>	<b>1,188,218.00</b>	<b>1,272,783.84</b>	<b>7.12%</b>	<b>1,225,909.00</b>	<b>3.17%</b>
<b>MUNICIPAL LIGHTING</b>	<b>7,000.00</b>	<b>7,000.00</b>	<b>0.00%</b>	<b>7,000.00</b>	<b>0.00%</b>
<b>GASOLINE &amp; DIESEL FUEL EXPENSE</b>	<b>76,000.00</b>	<b>98,261.00</b>	<b>29.29%</b>	<b>98,261.00</b>	<b>29.29%</b>

**TOWN OF STOW  
2023 ANNUAL TOWN MEETING  
FY24 BUDGET TO TOWN MEETING**

	FY 2023 VOTED BUDGET	2023 ATM FY 2024 BUDGET REQUESTED	% CHANGE OVER PRIOR YR	FY 2024 BUDGET TOWN ADMINISTRATOR RECOMMEND	% CHANGE OVER PRIOR YR
<b>CEMETERY DEPT</b>					
CEMETERY SUPERINTENDENT	81,933.00	87,527.00	6.83%	87,527.00	6.83%
CEMETERY SALARY AND WAGES	9,000.00	11,000.00	22.22%	4,000.00	-55.56%
CEMETERY EXPENSES	5,600.00	5,600.00	0.00%	4,800.00	-14.29%
<b>CEMETERY DEPT TOTAL</b>	<b>96,533.00</b>	<b>104,127.00</b>	<b>7.87%</b>	<b>96,327.00</b>	<b>-0.21%</b>
<b>TOTAL PUBLIC WORK &amp; FACILITIES</b>	<b>1,367,751.00</b>	<b>1,482,171.84</b>	<b>8.37%</b>	<b>1,427,497.00</b>	<b>4.37%</b>
<b>HUMAN SERVICES</b>					
<b>HEALTH DEPT</b>					
HEALTH OFFICE ADMINISTRATOR	68,699.00	72,462.00	5.48%	72,462.00	5.48%
HEALTH DEPARTMENT WAGES	15,747.00	19,928.00	26.55%	20,435.00	29.77%
HEALTH DEPARTMENT EXPENSES	74,341.00	77,289.83	3.97%	77,290.00	3.97%
<b>HEALTH DEPT TOTAL</b>	<b>158,787.00</b>	<b>169,679.83</b>	<b>6.86%</b>	<b>170,187.00</b>	<b>7.18%</b>
<b>COUNCIL ON AGING</b>					
EXECUTIVE DIRECTOR'S SALARY	94,476.00	96,938.50	2.61%	96,939.00	2.61%
COUNCIL ON AGING WAGES	213,690.00	237,420.30	11.11%	237,420.00	11.10%
COUNCIL ON AGING EXPENSES	12,497.00	12,497.00	0.00%	12,497.00	0.00%
<b>COUNCIL ON AGING TOTAL</b>	<b>320,663.00</b>	<b>346,855.80</b>	<b>8.17%</b>	<b>346,856.00</b>	<b>8.17%</b>

**TOWN OF STOW  
2023 ANNUAL TOWN MEETING  
FY24 BUDGET TO TOWN MEETING**

	FY 2023 VOTED BUDGET	2023 ATM FY 2024 BUDGET REQUESTED	% CHANGE OVER PRIOR YR	FY 2024 BUDGET TOWN ADMINISTRATOR RECOMMEND	% CHANGE OVER PRIOR YR
<b>VETERANS DEPT</b>					
VETERANS' AGENT SALARY	2,370.00	2,441.13	3.00%	2,442.00	3.04%
VETERANS' AGENT EXPENSES	300.00	300.00	0.00%	300.00	0.00%
<b>VETERANS DEPT TOTAL</b>	<b>2,670.00</b>	<b>2,741.13</b>	<b>2.66%</b>	<b>2,742.00</b>	<b>2.70%</b>
<b>TOTAL HUMAN SERVICES</b>	<b>482,120.00</b>	<b>519,276.76</b>	<b>7.71%</b>	<b>519,785.00</b>	<b>7.81%</b>
<b>CULTURE AND RECREATION</b>					
<b>LIBRARY DEPT</b>					
LIBRARY DIRECTOR'S SALARY	95,472.00	95,472.00	0.00%	94,415.00	-1.11%
LIBRARY WAGES	170,819.00	170,819.22	0.00%	141,212.00	-17.33%
LIBRARY EXPENSES	85,226.00	87,797.00	3.02%	78,000.00	-8.48%
<b>LIBRARY TOTAL</b>	<b>351,517.00</b>	<b>354,088.22</b>	<b>0.73%</b>	<b>313,627.00</b>	<b>-10.78%</b>
<b>RECREATION COMMISSION</b>					
RECREATION DIRECTOR	88,192.00	90,854.40	3.02%	90,855.00	3.02%
RECREATION WAGES	14,000.00	14,400.80	2.86%	14,744.00	5.31%
RECREATION EXPENSES	24,500.00	24,500.00	0.00%	24,500.00	0.00%
<b>RECREATION TOTAL</b>	<b>126,692.00</b>	<b>129,755.20</b>	<b>2.42%</b>	<b>130,099.00</b>	<b>2.69%</b>
<b>LAKE BOON COMMISSION</b>					
LAKE BOON COMMISSION EXPENSES	7,733.00	3,067.00	-60.34%	3,067.00	-60.34%
<b>LAKE BOON COMMISSION TOTAL</b>	<b>7,733.00</b>	<b>3,067.00</b>	<b>-60.34%</b>	<b>3,067.00</b>	<b>-60.34%</b>



**TOWN OF STOW  
2023 ANNUAL TOWN MEETING  
FY24 BUDGET TO TOWN MEETING**

	FY 2023 VOTED BUDGET	2023 ATM FY 2024 BUDGET REQUESTED	% CHANGE OVER PRIOR YR	FY 2024 BUDGET TOWN ADMINISTRATOR RECOMMEND	% CHANGE OVER PRIOR YR
HISTORICAL COMMISSION EXPENSES	1,200.00	1,200.00	0.00%	1,200.00	0.00%
MEMORIAL DAY EXPENSES	900.00	900.00	0.00%	1,000.00	11.11%
LIGHTING OF CLOCK EXPENSES	100.00	100.00	0.00%		-100.00%
<b>TOTAL CULTURE AND RECREATION</b>	<b>488,142.00</b>	<b>489,110.42</b>	<b>0.20%</b>	<b>448,993.00</b>	<b>-8.02%</b>
<b>TOWN WIDE EXPENSES</b>					
GROUP INSURANCE	1,050,000.00	1,050,000.00	0.00%	1,215,000.00	15.71%
INSURANCE & BONDS	190,000.00	190,000.00	0.00%	200,000.00	5.26%
TELEPHONE	15,000.00	15,000.00	0.00%	15,000.00	0.00%
<b>TOTAL TOWN WIDE EXPENSES</b>	<b>1,255,000.00</b>	<b>1,255,000.00</b>	<b>0.00%</b>	<b>1,430,000.00</b>	<b>13.94%</b>
<b>GENERAL MUNICIPAL BUDGET TOTAL</b>	<b>8,563,539.00</b>	<b>9,128,653.81</b>	<b>6.60%</b>	<b>9,303,366.00</b>	<b>8.64%</b>
<b>EDUCATION</b>					
<b>SCHOOL DISTRICTS</b>					
OTHER VOCATIONAL EDUCATION EXP	0.00	0.00	0.00%	0.00	0.00%
NASHOBA REG SCH DIST ASSESSMENT	18,535,962.00	18,535,962.00	0.00%	19,059,502.00	2.82%
MINUTEMAN VOC TECH ASSESSMENT	2,145,103.00	2,576,739.00	20.12%	2,574,524.00	20.02%
<b>DISTRICT ASSESSMENTS</b>	<b>20,681,065.00</b>	<b>21,112,701.00</b>	<b>2.09%</b>	<b>21,634,026.00</b>	<b>4.61%</b>
<b>TOTAL EDUCATION</b>	<b>20,681,065.00</b>	<b>21,112,701.00</b>	<b>2.09%</b>	<b>21,634,026.00</b>	<b>4.61%</b>

**TOWN OF STOW  
2023 ANNUAL TOWN MEETING  
FY24 BUDGET TO TOWN MEETING**

	FY 2023 VOTED BUDGET	2023 ATM FY 2024 BUDGET REQUESTED	% CHANGE OVER PRIOR YR	FY 2024 BUDGET TOWN ADMINISTRATOR RECOMMEND	% CHANGE OVER PRIOR YR
<b>DEBT SERVICE</b>					
<b>PRINCIPAL</b>					
MATURING PRIN LONG-TERM DEBT	1,242,000.00	1,242,000.00	0.00%	1,287,000.00	3.62%
MATUR PRIN/LONG-TRM DBT/NON-EXEMPT	206,211.00	206,211.00	0.00%	206,296.00	0.04%
<b>MATURING PRINCIPAL</b>	<b>1,448,211.00</b>	<b>1,448,211.00</b>	<b>0.00%</b>	<b>1,493,296.00</b>	<b>3.11%</b>
<b>INTEREST</b>					
INT ON LONG-TERM DEBT-BONDS	687,911.00	687,911.00	0.00%	644,676.00	-6.28%
INT LONG-TERM DEBT/NON-EXEMPT	26,898.00	26,898.00	0.00%	34,765.00	29.25%
INT ON TEMPORARY LOANS-REVENUE	1,000.00	1,000.00	0.00%	1,000.00	0.00%
<b>INTEREST ON MATURING DEBT</b>	<b>715,809.00</b>	<b>715,809.00</b>	<b>0.00%</b>	<b>680,441.00</b>	<b>-4.94%</b>
<b>TOTAL DEBT SERVICE</b>	<b>2,164,020.00</b>	<b>2,164,020.00</b>	<b>0.00%</b>	<b>2,173,737.00</b>	<b>0.45%</b>
<b>TOTAL BUDGET REQUEST</b>	<b>31,408,624.00</b>	<b>32,405,374.81</b>	<b>3.17%</b>	<b>33,111,129.00</b>	<b>5.42%</b>

**TOWN OF STOW  
2023 ANNUAL TOWN MEETING  
FY24 BUDGET TO TOWN MEETING**

	FY 2023 VOTED BUDGET	2023 ATM FY 2024 BUDGET REQUESTED	% CHANGE OVER PRIOR YR	FY 2024 BUDGET TOWN ADMINISTRATOR RECOMMEND	% CHANGE OVER PRIOR YR
<b>SPECIAL ARTICLES - RAISE AND APPROPRIATE</b>					
LEGAL SERVICES	100,000.00	100,000.00	0.00%	100,000.00	0.00%
LAND COURT-TAX TITLE FORECLOSURE	2,000.00	0.00	-100.00%	0.00	-100.00%
SELECTMEN'S SMALL PURCHASES	3,000.00	3,000.00	0.00%	3,000.00	0.00%
AUDIT TOWN'S FINANCIAL RECORDS	15,000.00	25,000.00	66.67%	25,000.00	66.67%
WEIGHTS AND MEASURES	1,000.00	3,500.00	250.00%	3,500.00	250.00%
PLANNING BOARD - ENGIN/CONSULT/MASTER PLAN	10,000.00	15,000.00	50.00%	15,000.00	50.00%
CONSERVATION TRUST FUND	5,000.00	5,000.00	0.00%	5,000.00	0.00%
PROF ASSIST-PROPERTY VALUATION	12,000.00	12,000.00	0.00%	12,000.00	0.00%
BINDING AND REPAIRING TOWN RECORDS	2,000.00	0.00	-100.00%	0.00	-100.00%
CULTURAL COUNCIL	1,500.00	1,500.00	0.00%	1,500.00	0.00%
ROAD MACHINERY EXPENSES	80,000.00	90,000.00	12.50%	90,000.00	12.50%
REPAIR PRIVATE WAYS	15,000.00	15,000.00	0.00%	15,000.00	0.00%
WATER OPERATOR	50,000.00	50,000.00	0.00%	50,000.00	0.00%
HAZARDOUS WASTE COLLECTION DAY	5,000.00	5,000.00	0.00%	5,000.00	0.00%
MUNICIPAL SOLID WASTE CONTAINER	500.00	500.00	0.00%	500.00	0.00%
EDUCATIONAL INCENTIVE PROGRAM	0.00		0.00%	0.00	0.00%
EMERGENCY NOTIFICATION SYSTEM	3,000.00	6,000.00	100.00%	6,000.00	100.00%
WATER HOLE MAINTENANCE	5,000.00	5,000.00	0.00%	5,000.00	0.00%
MUNICIPAL PARKING LOT MAINTENANCE	10,000.00	10,000.00	0.00%	10,000.00	0.00%
VETERANS BENEFITS	10,000.00	20,000.00	100.00%	20,000.00	100.00%
HOLIDAY DECORATION FUND	7,000.00	7,000.00	0.00%	7,000.00	0.00%
HIGHWAY ENGINEERING	4,000.00	4,000.00	0.00%	4,000.00	0.00%
LAKE BOON WATER QUALITY REMEDIATION	9,500.00	14,033.00	47.72%	14,033.00	47.72%
PLANNING - KANE LAND	0.00	35,000.00	100.00%	35,000.00	100.00%
CEMETERY SHED	0.00	9,500.00	100.00%	9,500.00	100.00%
SPRINGFEST	0.00	6,000.00	100.00%	6,000.00	100.00%
LAKE BOON SAFETY BOAT PATROL	5,000.00	0.00	-100.00%	0.00	-100.00%
MS4 PERMIT REQUIREMENTS	40,000.00	50,000.00	25.00%	50,000.00	25.00%
PLANNING BOARD - COMPREHENSIVE PLAN CONSULTAN	0.00	100,000.00	100.00%	100,000.00	100.00%
HIGHWAY EQUIPMENT	16,500.00		-100.00%	0.00	-100.00%
CEMETERY SURVEY WORK	0.00	8,000.00	100.00%	8,000.00	100.00%

**TOWN OF STOW  
2023 ANNUAL TOWN MEETING  
FY24 BUDGET TO TOWN MEETING**

	FY 2023 VOTED BUDGET	2023 ATM FY 2024 BUDGET REQUESTED	% CHANGE OVER PRIOR YR	FY 2024 BUDGET TOWN ADMINISTRATOR RECOMMEND	% CHANGE OVER PRIOR YR
ONLINE PERMIT AND LICENSE FEES	6,000.00	0.00	-100.00%	0.00	-100.00%
CLEARGOV BUDGETING SOFTWARE	20,000.00	18,000.00	-10.00%	18,000.00	-10.00%
CONTRIBUTION TO OAR -ASSABET RIVER CLEANUP	1,600.00		-100.00%	0.00	-100.00%
FIRE PPE	6,000.00	6,000.00	0.00%	6,000.00	0.00%
GREEN ADVISORY FUNDING	15,000.00	14,400.00	-4.00%	14,400.00	-4.00%
UNEMPLOYMENT COMPENSATION	5,000.00	5,000.00	0.00%	5,000.00	0.00%
CEMETERY EQUIPMENT	8,500.00	9,800.00	15.29%	9,800.00	15.29%
HISTORICAL COMMISSION	0.00	10,000.00	100.00%	10,000.00	100.00%
SIDEWALK FUND	0.00	8,500.00	100.00%	8,500.00	100.00%
<b>SPECIAL ARTICLES - RAISE AND APPROPRIATE</b>	<b>474,100.00</b>	<b>671,733.00</b>	<b>41.69%</b>	<b>671,733.00</b>	<b>41.69%</b>
<b>SPECIAL ARTICLES - APPROPRIATE &amp; TRANSFER</b>					
CONSERVATION LAND MAINT TO TRUST	10,325.00	6,182.00	-40.13%	6,182.00	-40.13%
CONS COMM-WET ACT EXP	3,020.00	1,963.00	-35.00%	1,963.00	-35.00%
FREE CASH TO OPEB	235,000.00	235,000.00	0.00%	235,000.00	0.00%
OVERLAY SURPLUS TO OPEB	0.00	0.00	0.00%	0.00	0.00%
PEG	146,870.00	147,585.00	0.49%	147,585.00	0.49%
COMMUNITY PRESERVATION COMMITTEE ADMIN	45,000.00	40,000.00	-11.11%	40,000.00	-11.11%
FREE CASH TO STABILIZATION	200,000.00	200,000.00	0.00%	200,000.00	0.00%
FREE CASH TO CAPITAL STABILIZATION	75,000.00	75,000.00	0.00%	75,000.00	0.00%
FREE CASH TO OPIOID SETTLEMENT	0.00	10,000.00	100.00%	10,000.00	100.00%
<b>SPECIAL ARTICLES-APPROPRIATE &amp; TRANSFER</b>	<b>715,215.00</b>	<b>715,730.00</b>	<b>0.07%</b>	<b>715,730.00</b>	<b>0.07%</b>

**TOWN OF STOW  
2023 ANNUAL TOWN MEETING  
FY24 BUDGET TO TOWN MEETING**

	FY 2023 VOTED BUDGET	2023 ATM FY 2024 BUDGET REQUESTED	% CHANGE OVER PRIOR YR	FY 2024 BUDGET TOWN ADMINISTRATOR RECOMMEND	% CHANGE OVER PRIOR YR
<b>CAPITAL ARTICLES</b>					
CEMETERY TRUCK REPLACEMENT		95,000.00	100.00%	95,000.00	100.00%
MILITIA CIRCLE MILL & PAVE		75,000.00	100.00%	75,000.00	100.00%
WHEELER ROAD BRIDGE REPAIR		70,000.00	100.00%	70,000.00	100.00%
POLICE RESPONDER PICKUP TRUCK		66,100.00	100.00%	90,000.00	100.00%
REPLACEMENT OF POLICE CELL TOILETS		12,000.00	100.00%	12,000.00	100.00%
PAINTING OF TOWN BUILDING		25,000.00	100.00%	25,000.00	100.00%
KEYLESS ENTRY AT POMPO		15,000.00	100.00%	15,000.00	100.00%
HALE INTERIOR DOORS		100,000.00	100.00%	100,000.00	100.00%
HALE AUDITORIUM COMPRESSOR REPLACEMENT		66,298.00	100.00%	66,298.00	100.00%
HALE & CENTER PFAS FILTER UPGRADE		35,000.00	100.00%	35,000.00	100.00%
<b>TOTAL CAPITAL ARTICLES</b>	<b>823,500.00</b>	<b>559,398.00</b>	<b>-32.07%</b>	<b>583,298.00</b>	<b>-29.17%</b>
<b>COUNTY RETIREMENT</b>	<b>1,147,938.00</b>	<b>1,205,334.90</b>	<b>5.00%</b>	<b>1,205,334.90</b>	<b>5.00%</b>
<b>STATE AND COUNTY CHARGES</b>					
SPECIAL EDUCATION	0.00		0.00%		0.00%
MOSQUITO CONTROL PROJECTS	56,192.00	56,034.00	-0.28%	56,034.00	-0.28%
METRO AIR POLLUTION CONTRL DIST	2,585.00	2,624.00	1.51%	2,624.00	1.51%
ENERGY CONSERVATION ASSESSMENT	0.00		0.00%		0.00%
METRO AREA PLANNING COUNCIL	4,007.00	4,091.00	2.10%	4,091.00	2.10%
MBTA	10,736.00	2,626.00	-75.54%	2,626.00	-75.54%
REGIONAL TRANSIT	39,472.00	49,000.00	24.14%	49,000.00	24.14%
COUNTY TAX	0.00		0.00%		0.00%
RMV NON-RENEWAL SURCHARGE	1,280.00	1,840.00	43.75%	1,840.00	43.75%
<b>TOTAL INTERGOVERNMENTAL</b>	<b>114,272.00</b>	<b>116,215.00</b>	<b>1.70%</b>	<b>116,215.00</b>	<b>1.70%</b>
<b>ALLOWANCE FOR ABATEMENTS &amp; EXEMPT</b>	<b>150,802.96</b>	<b>175,000.00</b>	<b>16.05%</b>	<b>175,000.00</b>	<b>16.05%</b>
<b>TOTAL TAX RECAP ITEMS</b>	<b>1,413,012.96</b>	<b>1,496,549.90</b>	<b>5.91%</b>	<b>1,496,549.90</b>	<b>5.91%</b>

# Annual Town Meeting Warrant Review

# MINUTES

**Select Board Meeting Minutes**  
**Tuesday, March 28, 2023**  
**Stow Town Building & Zoom**

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

Present via Zoom: Hector Constantzos

Chair Birch-McMichael called the meeting to order at 7 p.m. Public Comment is limited to items not on the agenda, and anyone speaking should state their name and address.

**Public Comment**

Mark Forgues, 39 Adams Drive and 9 White Pond Road, spoke about the presentation scheduled later tonight at the Planning Board meeting, which will be attended by the Select Board. Mr. Forgues said that the information is not ready to go to the upcoming town meeting.

**Board Member Comments - none**

**Town Administrator (TA) Report**

- As of March 23, there are less than five (5) COVID-19 cases in Stow for a positivity rate of 7.35% which is calculated from 68 tests conducted in the last two weeks with five being positive.
- Nomination papers are available from the Town Clerk's office for all elected positions and must be picked up by 5 p.m. tomorrow, March 29, and returned by 5 p.m. on Friday, March 31, 2023.
- Melissa and Kevin Whalen will "Light It Up Blue" at Pompo on April 2 to show support for all those who fight, struggle, and support friends, families, and loved ones with ASD (Autism Spectrum Disorder). There will not be an event this year.

**Appointments to Master/Comprehensive Planning Committee**

Candidates Laurie Burnett and Charlie Hartford were present in the Warren Room. There were three candidates but one withdrew.

Ms. Burnett said she lived in Stow in the mid-1990s and her family moved back to Stow to raise their three children. She looks forward to listening to residents and creating a vision for what we want for our future. She is a lifelong learner with experience in needs and strengths assessment.

Mr. Hartford said his family has lived in Stow since the spring of 1991, and moved here as it was a nice community to raise their two children. This is his first time volunteering since the early 1990s and he now has the time to be on a committee. He is experienced at pulling results from data.

*Board member Frecha moved to appoint Laurie Burnett as a Member At Large of the Master/Comprehensive Planning Committee, to serve an indefinite term.*

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



*Board member Frecha moved to appoint Charlie Hartford as a Member At Large of the Master/Comprehensive Planning Committee, to serve an indefinite term.  
Board member Sturgis seconded the motion and it passed unanimously by a roll call vote.*

#### **Event Permit for the Stow Town Clean-Up**

*Board member Frecha moved to permit Jennifer Henderson and other volunteers to use the Lower Common on Saturday, April 22, 2023 between 8 a.m. and 12 noon to distribute trash collection bags and protective gear, for the annual Stow Town Clean Up, and to waive the requirement of an insurance certificate.  
Board member Sturgis seconded the motion and it passed unanimously by a roll call vote.*

#### **Deficit Spending for Snow & Ice Account**

Ms. Demboski said the town has exceeded the \$200,000 appropriated for this account, and she will have a final total at the next meeting.

*Board member Frecha moved, pursuant to Mass General Law Chapter 44, section 31D, to allow deficit spending of the fiscal year 2023 Snow & Ice account.  
Board member Sturgis seconded the motion and it passed unanimously by a roll call vote.*

#### **Meeting Minutes**

*Board member Frecha moved to accept the meeting minutes of the March 14, 2023 meeting as written.  
Board member Sturgis seconded the motion and it passed unanimously by a roll call vote.*

#### **Correspondence – no comments**

#### **Join the Planning Board Meeting**

*At 7:25 p.m. Board member Frecha moved to pause this meeting in order to join the Planning Board meeting, and to reconvene following completion of the Select Board's business with the Planning Board.  
Board member Sturgis seconded the motion and it passed unanimously by a roll call vote.*

At 9:02 p.m. the Select Board left the Planning Board meeting and reconvened.

The Board briefly discussed the citizen petition to allow food drive-throughs in the business district, and the presentation for the possibilities in Lower Village. The Planning Board is on the next Select Board agenda to discuss zoning articles being presented to Town Meeting.

#### **Adjournment**

*At 9:20 p.m. Board member Frecha moved to adjourn.  
Board member Constantzos seconded the motion and it passed unanimously by a roll call vote.*

Respectfully submitted,

*Joyce Sampson,* Executive Assistant

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

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