

AGENDA
SELECT BOARD
May 10, 2022
7:00 p.m.
Town Building & Zoom

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

Join Zoom Meeting

<https://us06web.zoom.us/j/88061063800?pwd=VnRkS1NjNUltRmJic1ZsTmtWQitRQT09>

Meeting ID: 880 6106 3800

Passcode: 356529

1. Public input
2. Board Members comments
3. Recognition
 - Certificate for Eagle Scout Christian Eld
 - Certificate for Eagle Scout Matthew Ervin
 - Certificate for Eagle Scout Liam Hall
4. Appointments
 - Promotion of Ryan Boyd to Call Fire Lieutenant
5. Town Administrator's Report
6. Discussion and Possible Vote
 - Steve Nadeau, Highway Superintendent to discuss his Road Management Plan
 - Mike Kopczynski to discuss SMAHT's Red Acre Road Community Preservation Article
 - Review & Sign Masters Academy, Inc. Development Agreement
 - 2022 Annual Town Meeting Discussion and Article Votes, if any
7. Meeting minutes
 - Special Session April 26, 2022
 - Regular Session April 26, 2022
8. Correspondence
9. Adjournment

Posted Friday, 5/6/2022



2p.m.

RECOGNITION

Certificate of Achievement

Presented to

Christian Eld

in recognition of your achievement of attaining the rank of Eagle Scout

“CONGRATULATIONS Christian on achieving your goal!!

We are PROUD to have you as a member of our community and appreciate the service project you completed at Stow Community Gardens in 2020. You coordinated with the Conservation Commission and Land Steward in designing and building a kiosk that faces the Tuttle Lane side of the gardens. The kiosk provides a general orientation to the area and a trail map that will be particularly useful once the trail leading back through the Kunelius parcel to the Red Acre Woodlands is open.

We wish you the Best of Luck in the future!”

Stow Select Board

Ellen S. Sturgis, Chair

Cortni Frecha



Megan Birch-McMichael, Clerk

James H. Salvie

May 10, 2022

Certificate of Achievement

Presented to

Matthew Ervin

in recognition of your achievement of attaining the rank of Eagle Scout

“CONGRATULATIONS Matthew on achieving your goal!!

We are PROUD to have you as a member of our community and appreciate your service project, which was completed in 2020. You constructed a 30-foot boardwalk extension to an existing boardwalk on Conservation land between Hale School and Center School, turning a wet and muddy area into a walkable path for the community, also suitable for student athletes using the path for their training.

We wish you the Best of Luck in the future!”

Stow Select Board

Ellen S. Sturgis, Chair

Cortni Frecha



Megan Birch-McMichael, Clerk

James H. Salvie

May 10, 2022

Certificate of Achievement

Presented to

Liam Hall

in recognition of your achievement of attaining the rank of Eagle Scout

“CONGRATULATIONS Liam on achieving your goal!!

We are PROUD to have you as a member of our community and appreciate the service project you completed at Small Farm in 2020. The project involved designing and building a trailhead kiosk to serve as a focal point at the head of the Conservation walking trail. The kiosk map shows Carver Hill and Small Farm in relation to nearby open space, and depicts the short Small Farm trail loop in detail.

We wish you the Best of Luck in the future!”

Stow Select Board

Ellen S. Sturgis, Chair

Cortni Frecha



Megan Birch-McMichael, Clerk

James H. Salvie

May 10, 2022

APPOINTMENT



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

Town of Stow
Office of the
Town Administrator

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

I am pleased to recommend Ryan Boyd to be appointed as a Call Lieutenant.

Ryan comes highly recommended by the Fire Chief, lives in Stow, and has responded to more than 80 calls this fiscal year alone, as a call firefighter.

Ryan is dedicated to the Stow Fire Department and has the respect of the department and command staff and has proven himself as a true asset to the department.

I respectfully ask for your ratification of the recommendation.

Denise M Dembkoški



STOW FIRE DEPARTMENT

511 Great Road
Stow, Massachusetts 01775
Phone (978) 897-4537
Fax (978) 461-1400
Firechief@stow-ma.gov

John P Benoit
Fire Chief

May 5, 2022

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


Dear Denise,

I respectfully recommend your consideration of Ryan Boyd for appointment to Call Lieutenant for the Stow Fire Department. Ryan along with three other members have completed the promotional process as outlined in the departments General Order # 400-04, "Promotional Process".

Ryan Boyd has been an active call firefighter /apparatus operator of the Stow Fire Department since 2019. He is currently working on EMT Certification to provide additional support to the community. Ryan, prior to being appointed to the Fire Department was a Full Time Police Officer in Sudbury and Manchester NH. For the past seven years Ryan has been operating his own Contracting Company here in Stow. He brings with him a wealth of institutional knowledge, customer service, diversity experience as well as a passion for leadership. I recognize Ryan as a leader of the organization and recognize great potential for him and those he will guide with this promotion.

I appreciate your consideration of Ryan Boyd for Call Lieutenant, please feel free to contact me if you would like any further information.

Sincerely,



John P Benoit

Life Safety ~ First Priority

The Stow Fire Department is founded upon the core values of mutual trust, pride in service, integrity and diversity.

DISCUSSION & POSSIBLE VOTE

Road Management Plan
Steve Nadeau
Highway Superintendent

FIVE YEAR PAVING PLAN

YEAR PAVED	STREET NAME	TREATMENT	FUNDING	SAFE TO DIG
UNDER MORATORIUM FOR DIGGING				
OCT 2019	GREAT ROAD / Deerfield to Common		CH90	OCT 2024
OCT 2019	GREAT ROAD / White Pond to Deerfield		CH90	OCT 2024
OCT 2019	GREAT ROAD / Lower Village		CH90	OCT 2024
JUNE 2020	STATE ROAD		CH90	JUNE 2025
JULY 2020	PACKARD ROAD		CH90	JULY 2025
UNDER MORATORIUM FOR DIGGING				
AUG 2021	HUDSON ROAD / Great Rd to Cranberry		CH90	AUG 2026
AUG 2021	HUDSON ROAD / Mitchell to Sandy Brook		CH90	AUG 2026
AUG 2021	OCTOBER LANE		TOWN MTG	OCT 2026
OCT 2021	GREAT ROAD / Intersection of Old Bolton		CH90	OCT 2026
OCT 2021	GREAT ROAD / Harvard to Wheeler		CH90	OCT 2026
PLANNED				
2022	FARM ROAD	*** MILL & PAVE ***	TOWN MTG	
2022	WEST ACTON ROAD / Crescent to S. Acton	*** TRENCH REPAIR - NOT WHOLE ROAD ***	CH90	
2022	GREAT ROAD / Bose Complex to Harvard	*** CAPE SEAL ***	CH90	
2022	CRESCENT STREET / Great Road to West Acton	*** CAPE SEAL ***	WRAP	
2022	DELANEY STREET	*** MILL & PAVE ***	CH90	
SURFACE TREATMENTS				
2022	Lane's End	CRACKSEAL	WRAP	
2022	Deerfield Lane	CRACKSEAL	WRAP	
2022	Elm Ridge Road	CRACKSEAL	WRAP	
2022	Great Road	CRACKSEAL	WRAP	
2022	Gleasondale Road / Westbound	CRACKSEAL	WRAP	
2022	Gleasondale Road / Eastbound * #265 to Circuit Drive *	CRACKSEAL	WRAP	
2022	State Road	CRACKSEAL	WRAP	
PLANNED				
2023	TREATY ELM LANE Mill/Pave	*** MILL & PAVE ***	TOWN MTG	
2023	GLEASONDALE ROAD / Randall Road to Town Line (Hudson)	*** MILL & PAVE ***	CH90	
2023	GREAT ROAD / Bose Complex to Town Line (Bolton)	*** FOG SEAL ***	CH90	

FIVE YEAR PAVING PLAN

	PLANNED			
2024	APPLE BLOSSOM LANE Mill/Pave	*** MILL & PAVE ***	TOWN MTG	
2024	TAYLOR ROAD / Maura to Elliot Mill/Pave	*** MILL & PAVE ***	CH90	
2024	GREAT ROAD / White Pond to Town Line (Maynard)	*** CAPE SEAL ***	CH90	
2024	WEST ACTON / Brandymeade to Town Line (Acton)	COLD IN PLACE	CH90	
	PLANNED			
2025	EVELYN ROAD Mill/Pave	*** MILL & PAVE ***	TOWN MTG	
2025	HUDSON ROAD / Cranberry to Sandy Brook	*** Mill/pave Sections / Cape Seal ***	CH90	
	PLANNED			
2026	BROOK MILL ROAD Mill/Pave	*** MILL & PAVE ***	TOWN MTG	
2026	MIDDLEMOST WAY	*** MILL & PAVE ***	TOWN MTG	
2026	HUDSON ROAD / Mitchell to Town Line	*** CAPE SEAL ***	CH90	

Pavement Management Toolbox:

(In order of invasiveness)

1. **Crack Sealing** - Crack sealing is the placement of a sealant material into cracks of an existing pavement surface to prevent excess water and moisture from penetrating the asphalt. This is a preventative measure to keep the road from deteriorating further. Crack Sealing can be done as a standalone treatment or in conjunction with other treatments listed below.

Determining Factors: Crack sealing is done when moderate cracking is beginning to show on the roadways' surface. Crack sealing can be used for cracks wider than 1/8 of an inch, including block, edge, longitudinal, reflective, thermal or transverse cracking. Pavement experiencing alligator cracking may not be a candidate for crack sealing, as the alligator cracks indicate failures requiring repair beyond crack sealing. Potholes and cracks wider than 1 1/2 inches also should not be crack sealed. If the pavement is a candidate for crack sealing, that treatment should be performed in the spring or fall when cracks are neither completely open (as they are in winter) nor closed (as they are in summer). Most manufacturers recommend a minimum pavement temperature of 40 degrees Fahrenheit.

2. **Fog Seal** - A fog seal is a thin liquid layer applied to the surface of a paved road in relatively good condition. The intent of this treatment is to seal the pavement, rejuvenate, restore the wearing surface and provide resistance to deterioration due to the weather and sun. Subsequent to a Fog Seal the cracks are sealed with a liquid asphalt sealer. This treatment will extend the life of the pavement. This is classified as preventive maintenance.

Determining Factors: As asphalt pavement is subjected to traffic loads and ages; it oxidizes and cracks develop in the surface due in part to the pavement becoming more brittle. Oxidation is one of the reasons asphalt concrete pavement fades in color from the deep, rich black color everyone remembers from when the road was constructed or last resurfaced. Fog seal applications serve to seal narrow cracks, slightly restore lost flexibility to the pavement surface, provide a deep, rich black pavement surface color, and most importantly help preserve the underlying pavement structure. On existing asphalt pavement, fog seals are typically applied on either an intermittent or cyclical basis. Location, weather, traffic loading, and pavement conditions are factors used to determine if a fog seal application is appropriate. Roadways selected for fog seal treatment are commonly those which have minor cracking, faded color, and where a fog seal would help extend the pavement life until resurfacing becomes necessary. Roadways chosen for cyclical fog seal applications would typically be treated every three to five years.

3. **Chip Seal** - Chip sealing is a two-step process which includes first an application of asphalt emulsion and then a layer of crushed rock to an existing asphalt pavement surface. A chip seal gets its name from the "chips" or small crushed rock placed on the surface. Asphalt emulsions used in chip seal applications contain globules of paving asphalt, water, an "emulsifying agent" or surfactant, polymer, and sometimes a "rejuvenator." Soap is a common form of a surfactant. In washing clothes or dishes, the surfactant helps remove the dirt and suspend the dirt particles in the wash water. Similarly, in asphalt emulsions, the surfactant keeps the paving asphalt globules in suspension until it is applied to the pavement surface when the water in the asphalt emulsion starts to evaporate. The chips (small crushed rocks) are immediately applied after the asphalt emulsion is applied to the pavement surface. The polymer in the asphalt emulsion is a "hardener" which serves to improve the adhesion to the crushed rock and to the

pavement surface. A “rejuvenator” is an asphalt or additive which when applied to the existing pavement will slightly soften the pavement it is applied to creating a better bond.

Determining Factors: Chip seals are placed under one of three scenarios, as a “wearing course” meaning vehicles drive directly upon it; as part of a “cape seal” meaning a chip seal is first placed, then covered by slurry seal or microsurfacing; or as an “interlayer” meaning a layer between underlying asphalt pavement and a new asphalt or rubberized asphalt surface.

As asphalt pavement is subjected to traffic loads and as it ages, it oxidizes, becomes more brittle and cracking develops in the pavement structure. A chip seal serves to seal the narrow cracks, help bind together cracked pavement, provide a wearing (driving) surface, and protect the underlying pavement structure. Chip seals used as interlayers serve to retard reflective cracking which develops from the bottom of the pavement structure towards the top. Chip seals are typically applied on an intermittent or one-time basis. Location, weather, traffic loading, and pavement conditions are factors used to determine if a chip seal application is appropriate. Roadways selected for chip seal treatments are commonly those which have moderate block (or “alligator”) cracking which is not spalling (or “popping out”), no rutting, an acceptable ride quality, and in which a chip seal would help extend the pavement life until resurfacing or rehabilitation can be performed. Roadways chosen for cyclical chip seal applications would typically be treated every seven to ten years.

4. **Microsurfacing** - A Microsurface is a thin layer (3/8”) preventative maintenance treatment applied to an existing paved surface in either one or two layers. This treatment adds a tough wearing coat that will seal and protect the existing pavement and give it a new friction course. Crack sealing is applied to the pavement prior to Microsurfacing. For the work some of the cast iron structures in the street will be adjusted to final grade prior to application if deemed necessary. Minor pothole patching and other pavement repairs are done prior to installation of this treatment. This treatment is done in two applications. The second application will usually occur the day after the first application.

Determining Factors: surfacing is applied in order to help preserve and protect the underlying pavement structure and provide a new driving surface. Roads chosen for microsurfacing application generally have low to moderate distress and narrow crack width. Microsurfacing is typically applied on an intermittent, project-specific basis. Location, weather, traffic loading, and pavement conditions are factors used to determine if a microsurfacing application is appropriate. Roadways selected for microsurfacing treatment are commonly those which have slight to moderate distress, no rutting, and generally narrow crack widths, and in which a microsurfacing treatment would help extend the pavement life until resurfacing becomes necessary. Roadways chosen for cyclical microsurfacing applications would typically be treated every five to seven years.

5. **Cape Seal** - A complete Cape seal application is done in several steps. After roads are leveled with a thin coat of asphalt (if necessary) a full width coating of rubberized chip seal material is applied. The chip seal has a surface that can be driven on for a short time and it is rougher than standard asphalt. It has some loose chips. About a week after chip seal, the roads will receive a Microsurface coating. The finished micro surfaced road will be very similar to a standard paved surface. The “Cape seal” term describes the complete multi-layer treatment.

Determining Factors: Cape seal serves to seal and bond the cracks in the existing pavement. The slurry seal or microsurfacing serves to improve the chip retention and smoothness of the driving surface. Cape seals are typically applied on an intermittent, project-specific basis. Location,

weather, traffic loading, and pavement conditions are factors used to determine if a cape seal application is appropriate. Roadways selected for cape seal treatments are commonly those which have moderate distress, limited or no rutting, moderate crack widths, and in which a cape seal treatment would help extend the pavement life until rehabilitation or reconstruction can be performed. Typically, cape seals are applied in residential streets where a chip seal would create a rougher surface.

6. **Overlay** - The intent of this treatment is to leave the existing pavement structure intact. All of the cast iron structures (manholes, catch basins water and gas gates) will be reset to meet the new pavement elevation. A bonding agent is sprayed on the pavement and approximately 1.5 to 2 inches of new pavement installed. Minor pothole patching and other pavement repairs are done prior to installation of this treatment. This treatment adds strength to the road surface.

Determining Factors: Asphalt overlay, also known as resurfacing, is a feasible and cost-efficient option for repairing minor surface damages to your pavement such as small cracks, rutting, depressions caused by large vehicles, some water damage, potholes, and so on. The basic concept of the asphalt overlay process involves simply placing a new layer of asphalt aggregate on top of the existing asphalt that's showing signs of disrepair. In some cases, the existing asphalt might require some milling prior to installing the new layer, especially if there's been water damage or water drainage issues that result in standing water. Before applying the new layer of asphalt, you need to ensure that all excess water has been properly removed or drained. Otherwise, you'll have to deal with potentially more significant and costly water damage and internal asphalt erosion in the future at which point complete asphalt removal and replacement might be necessary. Lifespan of 7 to 10 years.

7. **Mill and Overlay** - The existing pavement has 0.5 to 2 inches of the surface ground off. This treatment removes the existing deteriorated wearing surface and leaves the substructure intact. Then the installation of new pavement follows the Overlay description above. It is not uncommon for two layers to be installed after milling of the pavement.

Determining Factors: A road is an ideal candidate for Mill and Overlay typically when the pavement may be exhibiting minor to moderate surface distress (cracking, bleeding, raveling, oxidation). Surface leveling should be completed as needed. Full depth patching may be required in areas of advanced deterioration. Structure adjustments may be considered to damaged structures. Studies by local professional organization, Bay State Roads (UMASS College of Engineering) show that changes in asphalt chemical composition now suggests 7-10 years lifespan.

8. **Cold-In-Place Recycling** - Cold-in-place recycling is a preservation technique for reusing the existing road material to create a new roadway surface. The old road is ground up, mixed with some additives, and immediately placed back down on the road. Additives are based off a specific mix design created in a lab, and typically no new asphalt mix is required for this treatment. After one week a wearing surface will be put on top of the new road, typically a microsurface treatment and it will look very similar to a typical paved surface. All structures (catch basins, manholes, and water and gas gates) will have to be reset for this treatment.

Determining Factors: Cold-In-Place Recycling is useful in treating a wide range of distresses and failures such as: raveling, potholes, bleeding, skid resistance, rutting, corrugation, shoving, fatigue, edge, and block cracking. It can improve the ride quality caused by bumps, swells, sags,

and depressions. CIR can be performed relatively quickly which reduces user delay. Brittleness of aged existing pavement is enhanced, and it can provide improved rutting resistance in the pavement life. Extensive laboratory research has shown that CIR is effective in improving performance of the pavement while also reducing overall cost. CIR is limited to applications where underlying soil structures are adequate. It addresses issues restores old pavements to a like new condition while also being environmentally friendly. Rebuilds road base, can last up to 25 years depending on final surfaces treatments used.

9. **Full-Depth Reclamation** - This treatment is intended for a roadway that has outlived its useful life. It is considered to be the most aggressive resurfacing treatment. The entire pavement structure is completely pulverized to depth of 14" to 20". Most of the pulverized material is reused as a subbase for the asphalt paving. Additional material may be required to be blended in the subbase to meet specifications. After the subbase is installed a minimum of 4" of asphalt is installed in multiple layers.

Determining Factors: The advantages of a full-depth reclamation are considerable compared to remove and replace reconstruction. It provides the benefit of being equal or better in performance while also minimizing the consumption of fuel and natural resources. FDR treats all types of failures to the highest severity. It eliminates ruts, rough areas, and potholes. It also eliminates alligator, transverse, longitudinal, and reflection cracking. In addition, FDR restores the grade contours to allow for better surface drainage. FDR can be performed in place of traditional remove and replace reconstruction. FDR takes cold in-place recycling to the next level by grinding up the old pavement and using it as a stronger foundation for the new roadway. This is beneficial in cases where reconstruction is necessary in order to increase the structural capacity of the roadway due to increased vehicle traffic. Base should last 15-30 years, if constructed properly; the road surface will depend on the surface treatment used.

SMAHT's Red Acre Road
Community Preservation Article
Mike Kopczynski

Review and Sign
Masters Academy, Inc.
Development Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is entered into this _____ day of _____, 2022, by and between the **Town of Stow**, acting by and through its Select Board, having an address of Stow Town Building, 380 Great Road, Stow, MA 01775 (the “Town”), and **The Masters Academy, Inc.**, a Massachusetts corporation having an address of _____ (“MAI”).

RECITALS

WHEREAS, in early 2021, the Bose Corporation notified the Town of its intention to vacate its Stow Campus located at 688 Great Road, Stow, MA 01775 (the “Property”). The Property, depicted on Assessors Map R-3, Lot 16, consists of 81.5 acres, is located in the Industrial Zoning District, and was utilized by the Bose Corporation as an Office and Research & Development Facility.

WHEREAS, in September 2021, MAI and the Bose Corporation entered into a purchase and sale agreement for the Property.

WHEREAS, MAI (not affiliated with an identically named academy in Orlando, Florida), proposed to develop a for-profit, grades 6-12 boarding academy at the Property, with a particular focus on sports and athletics (the “Academy”).

WHEREAS, MAI proposes to structure the Academy around a 5-hour day of a typical academic curriculum, followed by 4 hours of specialty instruction in sports or one of up to 35 majors across different topics, such as arts, technology, and business.

WHEREAS, the Town’s Zoning Bylaws did not permit private schools, colleges, and dance/music academies in the Industrial Zoning District, including the use proposed by MAI.

WHEREAS, at a Special Town Meeting held on October 30, 2021, the residents of the Town voted to amend the Town’s Zoning Bylaws to allow private schools, colleges, and dance/music academies in the Industrial Zoning District by special permit. This Zoning Bylaw Amendment (Article 8 of the October 30, 2021 Special Town Meeting) was approved by the Office of the Attorney General on April 13, 2022. See Case # 10421.

WHEREAS, in accordance with the amendments adopted by Town Meeting on October 30, 2021, and Section 3.10, Footnote 14 (“Table of Principal Uses”) of the Town’s Zoning Bylaws: “A special permit for Private Schools and Colleges, Dance and Music Studios located in the Industrial District shall reference an executed Development Agreement negotiated by and between the Applicant and the Select Board. The execution of said Development Agreement is a condition precedent to Special Permit approval by the Planning Board.”

WHEREAS, it is the intention of the Town and MAI for this Agreement to serve as the Development Agreement required by the Town’s Zoning Bylaws.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

A. CORPORATION STATUS

1. MAI agrees and warrants that, for so long as it owns and operates the Academy at the Property, it will remain a for-profit entity.
2. In the unlikely event that MAI decides to convert its corporate status from a “for-profit entity” to a “non-profit entity:”
 - a. MAI shall provide written notice to the Town at least ninety (90) days prior to filing any application, request, notice, form, or other document with the Corporation Division of the Secretary of the Commonwealth’s Office seeking to change its corporate status from for-profit entity to non-profit entity.
 - b. MAI shall, in conjunction with the written notice contemplated herein, provide the Town with a draft “Payment in Lieu of Tax Agreement” (“PILOT Agreement”) relative to the Academy and Property.
 - c. The Town, by and through its Select Board, shall consider the draft PILOT Agreement at its next regularly scheduled public meeting.
 - d. Upon mutual agreement and execution of a PILOT Agreement, MAI may then seek to convert its corporate status from for-profit entity to non-profit entity.

B. USE OF STOW COMMUNITY PARK

1. The Town agrees to negotiate and execute a separate license agreement with MAI for the use and improvement of the Stow Community Park, 60 Old Bolton Road, Stow, MA 01775 (Map R-3, Lot 18) (the “Community Park”), including, but not limited to, the two (2) baseball fields, two (2) basketball courts, and two (2) tennis courts at the Community Park.
2. The separate license agreement for the use and improvement of the Community Park shall also include a “preferred user” schedule, wherein MAI can use the facilities at the Community Park for purposes related to its program when the facilities are not otherwise scheduled for use by the Town’s Recreation Department.
3. The Town and MAI agree that the separate license agreement contemplated by this section shall be contingent on the assent and approval of the Director of the Stow Recreation Department.

C. AREA IMPROVEMENTS

1. MAI agrees to make all improvements, at its own expense, to the sidewalks on Harvest Drive and Old Bolton Road, including the following:
 - a. Widening of the sidewalk along Harvest Road to meet MA Architectural Access Board (MAAB) requirements for compliance with the Americans with Disabilities Act, beginning at the intersection of Route 117 and Harvest Drive, north to its terminus at the MAI parking lot entrance;
 - b. Installation of a paved, MAAB compliant sidewalk along the south side of Old Bolton Road, beginning at the terminus of the existing sidewalk along Old Bolton Road, located approximately 150' feet south and west of the Old Bolton Road / Great Road intersection, running west to the entrance to Stow Community Park.
 - c. The location and detail of the above noted pedestrian improvements shall be shown on the Plans submitted to the Planning Board, as part of the Special Permit Application.
2. MAI agrees to install a Rectangular Rapid Flashing Beacon (RRFB) or similar device, at Harvest Drive, at its own expense. The location and detail of the proposed RRFB shall be shown on the Plans submitted to the Planning Board, as part of the Special Permit Application.
3. MAI may choose to provide a fee in lieu of constructing the improvements associated with Section C (1)(2). In the event MAI elects to provide a fee in lieu of the pedestrian improvements, MAI shall submit to the Town plans stamped by an engineer licensed to do business in the state of Massachusetts, together with a construction estimate for the proposed work. The Town, by and through its Select Board, may require that the estimate is peer reviewed by a qualified engineer, agreed upon by the Town and MAI, for the purpose of confirming the accuracy of the estimate and the adequacy of the work proposed. Upon confirmation of the adequacy of the plans and estimate, MAI shall provide the Town with a fee in lieu equaling 150% of the cost of the estimated work, due to the higher costs for municipalities to bid, administer and oversee for the work. The Town, by and through its Select Board may elect within thirty (30) days of receipt of said confirmation of estimate, to accept that amount of funds from MAI as a gift. If the Town elects to accept the gift of funds from MAI, MAI shall be relieved of any obligation under this section to make any area improvements.

D. SCHOLARSHIPS AND FUNDRAISERS

1. MAI agrees to provide one (1) full day tuition scholarship to a resident of the Town of Stow per academic year. MAI and the Town shall collaborate and agree on the recipient of the scholarship as provided for in this subsection.

2. MAI agrees to provide five (5) scholarships every calendar year to residents of the Town of Stow for one (1) week of summer day sports camp. The Town shall determine and notify MAI of the recipients of the scholarships as provided for in this subsection.
3. MAI agrees to permit the Town, or its designees, to host two (2) fundraisers per calendar year at the Property at a mutually agreeable date and time. The Town, or its designees, shall have access to the MAI's cafeteria and meeting rooms. MAI further agrees to provide, at its sole expense, food service and staff to support the fundraisers contemplated by this subsection.

E. USE OF ACADEMY PROPERTY

1. MAI agrees to provide access to the Property and the Academy to the residents of the Town of Stow for passive recreational use. MAI and the Town agree to collaborate and adopt a policy on said passive recreational uses. Said policy shall be updated, from time to time, as the parties deem appropriate. Nothing in this section shall limit MAI's authority to control or regulate access to the Property or its Academy.
2. MAI agrees to grant to the Town a separate and recordable easement for the purpose of providing emergency access to a proposed residential development abutting the Property to the south, and shown as two distinct parcels of land on the Stow Assessors Map R-2, parcels 4 and 5. Included in the terms of the easement shall be the right for the Town (or any developer) to install and maintain a "breakaway" gate so as to provide public safety vehicles an alternative route for accessing the proposed residential development abutting said parcels to the south of MAI.

F. REPRESENTATIONS AND WARRANTIES

1. MAI represents that the following representations and warranties are true and accurate as of this date:
 - a. MAI is a duly organized corporation in good standing under the laws of the Commonwealth of Massachusetts, and has the power and authority to enter into and perform its obligation under this Agreement, and every other agreement or instrument entered into or to be entered into by it pursuant to this Agreement.
 - b. MAI has the power, authority, and legal right to enter into and perform this Agreement, and each other document entered into or to be entered into by it pursuant to this Agreement, and the execution, delivery and performance hereof and thereof:
 - i. Have been duly authorized;

- ii. Have the requisite approval of all governmental bodies;
 - iii. Will not violate any judgment, order, law or regulation applicable to MAI or any provisions of the MAI's organizational documents; and
 - iv. Do not conflict with, constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon any assets of the MAI under any agreement or instrument to which MAI is a party or by which the MAI or its assets may be bound or affected.
- c. MAI represents that, to the best of its knowledge, there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition of the MAI, or the ability of the MAI to perform its obligations under this Agreement, or under any other documents entered into by the MAI pursuant to this Agreement.
- d. MAI has made or will make its independent investigation and inquiry into all matters relevant to its entering into and performing its obligations under the Agreement without reliance on any statement or representation of the Town, except as expressly set forth herein.
- e. MAI acknowledges and represents that, by executing this Agreement, the Town is not obligated or required to grant any permit, special permit, variance, waiver, or request under any local, state, or federal statute, by-law, or regulation.

G. GENERAL PROVISIONS

1. Limitation on Damages. Notwithstanding anything in this Agreement to the contrary, neither party shall be liable to the other for any consequential, incidental, or punitive damages.
2. No Partnership. Nothing contained under this Agreement shall be construed to create a partnership or joint venture between the Town and MAI, or to make the Town an associate in any way of MAI in the conduct of the MAI's business, nor shall the Town be liable for any debts incurred by MAI in the conduct of the MIA's business.
3. Attorneys' Fees. In any litigation between the parties arising out of this Agreement, or in connection with any other actions taken or notices delivered in relation to a default by any party to this Agreement, the non-prevailing party shall

pay to the prevailing party the prevailing party's reasonable attorneys' fees and costs incurred in connection with the enforcement of the terms of this Agreement.

4. Headings and Captions for Convenience Only. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.
5. Severability. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remaining terms, covenants, conditions and provisions shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
6. Amendments. No amendment to or modification or other alteration of this Agreement shall be valid or binding upon the parties unless made in writing and signed by the parties.
7. Governing Law. This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts.

[Signature Pages to Follow]

Executed as a document under seal on this 10th day of May, 2022.

TOWN OF STOW,

By Its Select Board

Ellen S. Sturgis, Chair

Megan Birch-McMichael, Clerk

Cortni Frecha, Member

James H. Salvie, Member

[Vacant]

Executed as a document under seal on this _____ day of _____, 2022.

THE MASTERS ACADEMY, INC.

By: _____

2022 Annual Town Meeting
Discussion and Article Votes,
if any

MINUTES

Select Board Meeting Minutes
Tuesday, April 26, 2022 – 6 p.m.
Stow Town Building & Zoom

Present in the Warren Room: Chair Ellen Sturgis, Cortni Frecha, James Salvie, and Town Administrator Denise Demboski

Present via Zoom: Megan Birch-McMichael

At 6 p.m. Chair Sturgis called the meeting to order.

Chair Sturgis said that the Select Board decided to waive its right to an executive session and will hold negotiations with Masters Academy, Inc. (MAI) in open session. Peter Masters was present via Zoom.

The Board reviewed the draft Development Agreement Proposal for the Masters Academy:

- 1) “By choosing the for profit alternative, MAI will insure the community that in addition to keeping the existing facility on the town’s tax role, and paying the present taxes as the MAI facility is being constructed, MAI will also make a commitment to pay real estate taxes on additional buildings planned for the campus. MAI’s preliminary estimate of the future improvements indicate that 35-40 million dollars of additional improvements will result in significant increased revenue to the Town.
- 2) MAI, will make a commitment that for so long as it owns and operates the facility, it will (i) remain a for profit entity; or (ii) in the unlikely event MAI decided to convert to a nonprofit entity then MAI would agree to execute a PILOT agreement with the town.
- 3) MAI is requesting to use and at its sole cost and expense maintain the Town’s existing fields and tennis courts abutting the MAI campus. In this situation, MAI would request the option of improving the fields with a synthetic turf surface and possibly installing a dome over the tennis courts. Also, MAI would expect to have a “preferred user” schedule with the Town’s recreation department wherein MAI could use the fields for purposes related to its programs when the fields are not otherwise scheduled for use by the Town’s recreation department.
- 4) MAI will agree to make the suggested improvements on Harvest Drive sidewalks, Old Bolton Road Sidewalks and install a flashing pedestrian signal at Harvest Drive. To the extent that the Town deems the funds MAI has determined are necessary to complete the improvements could be better used for another public works project, then MAI will provide the Town with those funds.
- 5) MAI is committed to providing a full day tuition scholarship on a revolving basis to a resident of Stow. (MAI and Town of Stow to collaborate on recipient).

- 6) MAI is committed to providing 5 Stow resident campers, one free week of summer day sports camps for Stow residents (Town of Stow to determine recipients).
- 7) MAI is committed to providing access to its campus for the residents of Stow to use same for passive recreation.
- 8) MAI will grant access, by way of a recorded easement to the Town for the purpose of providing an emergency access to the proposed residential development abutting MAI's campus. Included in the easement will be the right for the Town (or the developer) to install and maintain a so called "breakaway" gate thereby insuring that public safety vehicles have an alternate way of accessing the residential new housing development.
- 9) MAI is committed to hosting two fund raisers for the Town of Stow a year with access to our cafeteria and meeting rooms. MAI provide food service and staffing at MAI's expense."

Board members made several comments on the draft. Board member Salvie asked for clarification on item 2, that if MAI converts to a non-profit they will execute a PILOT (payment in lieu of taxes) agreement with the Town. Regarding item 3, Board member Salvie asked that MAI add that they would not turf the field for a specific number of years, and not within the first year.

Ted Meekma, a consultant for the project, was present via Zoom and said that there are benefits to having turf fields; they are now safer and healthier and shouldn't be controversial.

The Town Administrator noted that those fields are under the care, control, and custody of the Recreation Committee and this Board could tentatively agree pending a final discussion with that committee. Board member Frecha clarified that the Town's Recreation Department's schedule would have priority over the Masters Academy for use of those fields. Chair Sturgis asked about item 7, which allows for passive recreation by residents, and if there will be time limitations. She commended them for the scholarship programs and for offering a location for fundraisers.

The Town Administrator recommends the agreement pending town counsel review. The Board felt they were ready to have town counsel review the draft and prepare it to be signed.

Board Member Salvie moved that the Select Board agree to the tentative 9-point concept draft agreement presented by Masters Academy, after discussion and upon recommendation by the Town Administrator. Board member Frecha seconded the motion and it passed unanimously on a roll call vote: Salvie -aye, Frecha -aye, Birch-McMichael -aye, Sturgis -aye.

Board member Salvie moved to adjourn at 6:17 p.m. Board member Frecha seconded the motion and it passed unanimously.

Respectfully submitted,

Joyce Sampson

Executive Assistant

Select Board Meeting Minutes
Tuesday, April 26, 2022
Stow Town Building & Zoom

Present in the Warren Room: Chair Ellen Sturgis, Cortni Frecha, James Salvie, and Town Administrator Denise Dembkoski

Present via Zoom: Megan Birch-McMichael

Chair Sturgis called the meeting to order at 7 p.m. and noted that if there is a vote that is not unanimous she will ask for a roll call vote. She also advised everyone participating in the meeting remotely that Stow TV is recording this meeting. Anyone speaking during Public Input should state their name and address, and limit comments to two minutes or less.

Public Input: None.

Board Member Comments:

- Congratulations to the Randall Library Friends for a successful book sale.
- The Council On Aging is still looking for Bridges Together volunteers to work with the 4th graders.
- The Annual Town Meeting is Saturday, May 14th at 9 a.m. at Hale Middle School.

Recognition for Eagle Scouts – Ethan Henry and Drew Abrutyn

Chair Sturgis said many Courts of Honor were postponed due to the coronavirus and the Board is now catching up on recognitions now that the Courts of Honor are being scheduled.

I move to recognize Boy Scouts Ethan Henry and Drew Abrutyn for achieving the rank of Eagle Scout, and to sign the letters and proclamations, to be presented at their joint recognition ceremony on Saturday, May 7, 2022.

Certificate of Appreciation – Chris and Laura Spear

Board members shared their appreciation for all the Spears have done for the Town. They are moving from Stow and it will be a loss for the Town.

Board member Frecha moved that the Select Board vote to approve and sign a certificate of appreciation for Chris and Laura Spear. Board member Salvie seconded the motion and it passed unanimously.

Town Administrator (TA) Report

- Tomorrow evening is Candidates' Night, a live public forum hosted by the Stow Independent and Stow TV from 7-9 p.m. More information is on the Town's website.
- Covid cases in Town are at 16, which is a 3.39% positivity rate. Per the CDC, if you are eligible and have not received a booster you are no longer considered to be fully vaccinated.
- Last week was Administrative Professionals Week and the TA acknowledge and thanked all the administrative staff that works for the Town.
- The tank is scheduled to be removed the former Great Road Firearms this week.

- Superintendent Downing is confident that the School Committee will make Tuesday, September 6th a professional development day which means the Town can hold the Primary and Special Election at Center School in the cafeteria.

Open Space Deed for Joanne Drive Subdivision

Conservation Director Kathy Sferra was present via Zoom.

The three parcels of open land total approximately 28 acres; one of the parcels is wetlands and abuts the town-owned Kane land, and the largest parcel has a trail that leads to a bluff overlooking the Assabet River. The Conservation Commission has accepted and signed the deed and it now needs the same from the Select Board.

Board member Frecha moved to accept and sign the open space deed for the Joanne Drive Subdivision, as presented at this meeting. Board member Salvie seconded the motion and it passed unanimously.

Joint Board Meeting with Planning Board – MBTA Communities

Lori Clark, Chair of the Planning Board, and other Planning Board members were present via Zoom. Town Planner Jesse Steadman and Assistant Town Planner Malcolm Ragan were present via Zoom.

Ms. Clark said the joint meeting is to educate everyone on the state proposal for MBTA communities, and part of the requirement of the proposal is a specific presentation to the Select Board.

Mr. Ragan gave an overview of the new multi-family zoning requirements for MBTA communities. Stow has already been designated as such by the state. The key takeaways are that compliance is not optional; the new requirement is for cities and towns to create a zoning district allowing multi-family housing by right, without special permit requirements, and the municipality must allow a gross density of 15 units per acre. Stow would be disqualified from substantial infrastructure grant funding if no district is created, and possibly other state funding. Interim compliance steps include this presentation, and a short community information form which the Planning Department will submit to the state by the May 2nd deadline. In the Timeline for Compliance, municipalities must adopt a zoning amendment by December 31, 2024. The new requirements do not include any production mandate or requirement to build new units, it only requires multi-family by-right zoning, not housing production. All the information is available at mass.gov/mbtacomunities.

Select Board members and Planning Board members discussed the potential impact on Stow and on Lower Village. Mr. Steadman said the Planning Board approved a letter to DHCD (Department of Housing and Community Development), with a copy to our legislative delegation, regarding concerns that the Planning Board has with this Housing Choice Initiative.

MVP Grant for Stow Acres

Conservation Director Kathy Sferra was present via Zoom.

The Town's grant application to the state's Municipal Vulnerability Preparedness Program (MVP) is due next week; a letter of support was submitted to the Board for approval. This will be one of a dozen letters of support, including letters from both of Stow's legislators and the Conservation Commission. The application is seeking year one funding for the acquisition of the portion of the North Course that Town Meeting voted to buy last fall, and year two funding for a Climate Resilience Master Plan. The

plan will include the Stow Acres parcel, about 20 acres of the development parcel that abuts Elizabeth Brook, and a 12-acre parcel that the Conservation Commission already owns that abuts Stow Acres. It is not looking at just one piece of the property; there is a vision that includes recreational sports for people of all ages in addition to restoring wetlands and conservation.

Board member Frecha moved to approve, and authorize the Chair to sign, the letter of support for the Stow Acres Municipal Vulnerability Preparedness (MVP) Action Grant proposal, as presented by the Conservation Director. Board member Salvie seconded the motion and it passed unanimously.

2022 Annual Town Meeting Warrant

The Board reviewed the Warrant and decided to discuss and vote on only a few of the articles. Vin Antil, Community Preservation Committee (CPC) Chair, was present via Zoom.

Article 44. Renovations to the Randall Library

Article 45. To Supplement Prior Borrowing Votes to Permit the Application of Sale Premium to Pay Project Costs for the Renovations for the Randall Library

Article 46. Repurpose Previously Allocated Funds

Chair Sturgis moved that the Select Board vote to support Articles 44, 45, and 46 related to the renovations of the Randall Library. Board member Frecha seconded the motion and it passed unanimously.

Article 43. Funding Support for Stow Town Hall Restoration

Mr. Antil said if the Select Board votes to not support this article, he is thinking of having it tabled on Town Meeting floor.

Chair Sturgis moved that the Select Board not support Article 43. Select Board member Salvie seconded the motion for discussion. The motion failed on a 2-2 roll call vote: Birch-McMichael -aye; Sturgis -aye; Salvie -nay; Frecha -nay.

Board member Salvie moved that the Select Board support Article 43. Board member Frecha seconded the motion. The motion failed on a 2-2 roll call vote: Salvie -aye; Frecha -aye; Sturgis -nay; Birch-McMichael -nay.

Board member Birch-McMichael asked that the Board take no position on this article. The recorded vote of 2-2 for each motion essentially established that the Select Board took no position on Article 43.

Article 42. Stow Municipal Affordable Trust, Red Acre Road Community Housing

Chair Sturgis asked the Board members if they had enough information on this to vote on it. Board member Salvie said he supports it, but the Town provided a subsidy by providing the land, and he is surprised that the CPC is putting another \$1.1 million towards this. Mr. Antil said that it was presented to the CPC as being important to attract a developer by showing that the Town was supporting this project. Chair Sturgis will ask SMAHT to attend the next meeting to provide more details.

Article 3. Wage and Salary Schedules for Fiscal Year 2023

Article 4. General Budget for Fiscal Year 2023

Article 56. Amend General Bylaw Article 11 – Personnel Administration

Board member Frecha moved that the Select Board support Articles 3, 4, and 56. Board member Salvie seconded the motion and it passed unanimously.

Article 41. National Guard/Reserve Tax Relief

This is a new tax relief article, and the Board discussed it and decided to hold on this article pending more information.

Article 48. Creation of a Capital Stabilization Fund

The Town Administrator said this is a funding mechanism and a way to start saving money that is dedicated to capital-related projects such as infrastructure, equipment, vehicles, or to pay debt services on capital projects.

Board member Salvie moved that the Select Board vote to support Article 48. Board member Frecha seconded the motion and it passed unanimously.

Article 50. Legal Services

Board member Salvie moved that the Select Board vote to support Article 50. Board member Frecha seconded the motion and it passed unanimously.

Board member Frecha moved to accept the warrant for the May 14, 2022 Annual Town Meeting, dated April 26, 2022. Board member Salvie seconded the motion and it passed unanimously.

Meeting Minutes

Board member Frecha moved to accept the minutes of the April 12, 2022 meeting as drafted. Board member Salvie seconded the motion and it passed unanimously.

Correspondence: No comments.

Adjournment

At 8:58 p.m. Board member Frecha moved to adjourn. Board member Salvie seconded the motion and it passed unanimously.

Respectfully submitted,

Joyce Sampson

Executive Assistant

Documents used at this meeting:

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