



**AGENDA**  
**Maynard Board of Selectmen Meeting**  
**Tuesday, August 16, 2016**  
**Town Building – Michael J. Gianotis Meeting Room**  
**(No. 201)**  
**Regular Meeting Time: 6:30 pm**

(All public meetings may be recorded, broadcast and or videotaped)

**Call to order (6:30 pm)**

1. **Executive Session** – To deliberate with respect to Collective Bargaining

**Pledge of Allegiance**

2. **Public Comment**

3. **Acceptance of Minutes**

a) August 2, 2016

4. **Correspondence**

- a) Police monthly report, June & July 2016
- b) Fire Department monthly report, July 2016
- c) Council on Aging monthly report, July 2016
- d) Conservation Commission meeting notice, August 16, 2016
- e) MassDOT- letter, update on Sudbury St. bridge 2/2/16
- f) Letter to Distinctive Acton Homes – 129 Acton St, August 4, 2016
- g) Letter from resident – John Duro
- h) Letter from Maynard Charitable Corp. – Thank you, BOS & DPW

5. **Consent Agenda**

- a) Cultural Council – Molly Bergin term June 30 2019
- b) Arbor Day Proclamation

6. **Special Permit – Block Party: Nichole Karlon**

7. **Cemetery Deed # 2030 request for approval**

8. **One Day Permit request: Liquor License & Entertainment - Maynard Cultural Council:**

9. **Discuss Livery License – Jay’s Transportation – Chief DuBois**

10. **7:15 pm Public Hearing: 2 Rice Road**

**AGENDA**  
**Maynard Board of Selectmen's Meeting**  
**August 16, 2016**

- 11. 129 Parker Street - Memorandum of Agreement Discussion & Public Comment**
- 12. Affordable Housing Trust Committee**
- 13. Ratification of Public Employees LIUNA Local 272 Agreement**
- 14. Town Administrator Report**
- 15. Chairman's Report**
- 16. Board Member Reports**
- 17. Adjournment (8:30)**

Respectfully submitted,



**Kevin Sweet, Town Administrator**

Next meeting date(s):

Regular Meeting – Sept 6, 2016

**THIS AGENDA IS SUBJECT TO CHANGE**



OFFICE OF THE  
**BOARD OF SELECTMEN**  
**TOWN OF MAYNARD**

MUNICIPAL BUILDING  
195 MAIN STREET

MAYNARD, MASSACHUSETTS 01754

Tel: 978-897-1301 Fax: 978-897-8457

**Selectmen's  
Meeting Minutes  
Tuesday, August 2, 2016  
Room 201, Town Hall  
Time: 7:00 pm**

**Present: Chairman, Chris DiSilva, Selectman Jason Kreil, Selectman David Gavin, Selectman Terrence Donovan, Selectman Tim Egan, Town Administrator Kevin Sweet, and Administrative Assistant Becky Mosca.**

**(This public meeting was recorded).**

**Public Comments:** Vic Tomyl, resident commented that the BOS scheduled the Special Town Meeting on Rosh Hashanah. Chair agreed and let Vic know the Board would be rescheduling the date.

Kathy Belishe, resident commented on the ARRT in the Acton Street area, the clear cutting of the trees and the past traffic study for that area.

Thomas Hesbach resident commented on Mill & Main, lack of communication from Saracen and no feedback on what they plan to do to fix the noise from the fans and motors.

Keith Desy resident commented on ARRT, (Acton Street) Clear cutting of trees, lost his privacy, want the trees replaced, upset that it was cut so wide, more than the 14 feet.

Chet Pawlowski resident commented on the ARRT (Acton Street) that about a year ago a mailing was sent out to all the abutters. Why didn't it happen this time, when the work started now? TA commented that at that time no one came forward to put in the requests. Chet Pawlowski commented no one had any idea what things would look like and now want buffers to give privacy.

Frank Dentino resident comment on the ARRT (Acton Street) area regarding the size of the trees that came down.

**Acceptance of Minute July 5, 19 and 26, 2016**

**A motion was made** by Selectman DiSilva to accept and approve the minutes of July 5, 2016 as shown. Second by Selectman Egan. Vote 4-0-1 (Selectman Kreil). Motion approved.

**A motion was made** by Selectman DiSilva to accept and approve the minutes of July 19, 2016 as corrected. Second by Selectman Donovan. Vote 5-0. Motion approved.

**A motion was made** by Selectman DiSilva to accept and approve the minutes of July 26, 2016 as shown. Second by Selectman Gavin. Vote 5-0. Motion approved.

**List of Correspondences (mail to the Selectmen's Office for July 19, 2016). A-I**

**A motion was made** by Selectman DiSilva to accept the list of correspondences A-I as shown. Second by Selectman Egan. Vote 5-0. Motion approved.

Selectman Donovan asked if TA could clarify the total dollars Capital improvement in lieu of payments if they keep up with the work on the property. Month of June 2016.

**Junk Dealer License: Raspberry Beret, 8 Nason Street**

- a) Junk Dealer license request for Raspberry Beret, 8 Nason Street, owner, Rachel Bankey

**A motion was made** by Selectman DiSilva to accept and approve the new business request for Junk Dealer License, name of business Raspberry Beret at 8 Nason Street, owner Rachel Bankey, Maynard, MA. Second by Selectman Donovan. Vote 5-0. Motion approved

Selectman Gavin asked about her business, Rachael Bankey in business for 10 years. This past 1-1/2 has lived in Maynard and finally made plans to open a shop here in Maynard. Board welcomes her to Maynard.

**Livery License; Jay's Transportation:**

- a) Jay's Transportation, 28 Driscoll Ave, owner Jasmani Oller

**A motion was made** by Selectman DiSilva to accept and approve the new business request for Livery License business name Jay's Transportation at 28 Driscoll Ave, owner Jasmani Oller, Maynard, MA. Second by Selectman Egan. Vote 4-0-1 (Selectman Kreil abstained). Motion approved

**7:15 PM Public Hearing: The issuance of Orders of Taking for Cutting Drive, Dettling Road and Vose Hill Road**

**Legal Notice**

On Tuesday, August 2, 2016 at 7:15 PM, in the Michael J. Gianotis room 201, the Maynard Board of Selectmen will hold a Taking Hearing with respect to Cutting Drive, Dettling Road, and Vose Hill Road, as all are shown on a plan entitled "Definitive Subdivision Plan of Vose Hill Farms – Maynard, Mass", prepared by Colburn Engineering, Inc., dated June 3, 1985, recorded with the Middlesex Registry of Deeds as Plan 188 of 1986. The purpose of the Hearing will be to vote on the issuance of Orders of Taking for Cutting Drive, Dettling Road, and Vose Hill Road for the purpose of accepting them as public ways.

**A motion was made** by Selectman DiSilva Move to accept and approve the decision of the order of taking eminent Domain Taking of Cutting Drive, date of this meeting Tuesday, August 2, 2016 Pursuant to the authority granted by General Laws, Chapter 82 section 7, the Board of Selectmen has voted to adopt the order of Taking as approved by Article S-8 at the 2016 Annual/Special Town Meeting on May 16, 2016 by eminent domain of the land consisting of Cutting Drive, as shown on the attached “Definitive Subdivision Plan of Vose Hill Farms – Maynard, Mass”. The purpose of the Order of Taking is to adopt the roadway as a Public Way. The Board of Selectmen has moved to award damages as follows: The Board has determined that land consisting of Cutting Drive is of nominal value, accordingly, \$0.00 have been awarded as damages under this order. Second by Selectman Kreil. Vote 4-0-1 (Selectman Gavin Abstained). Motion approved

**A motion was made** by Selectman DiSilva Move to accept and approve the decision of the order of taking eminent Domain Taking of Dettling Road, date of this meeting Tuesday, August 2, 2016 Pursuant to the authority granted by General Laws, Chapter 82 section 7, the Board of Selectmen has voted to adopt the order of Taking as approved by Article S-8 at the 2016 Annual/Special Town Meeting on May 16, 2016 by eminent domain of the land consisting of Dettling Road, as shown on the attached “Definitive Subdivision Plan of Vose Hill Farms – Maynard, Mass”. The purpose of the Order of Taking is to adopt the roadway as a Public Way. The Board of Selectmen has moved to award damages as follows: The Board has determined that land consisting of Dettling Road is of nominal value, accordingly, \$0.00 have been awarded as damages under this order. Second by Selectman Kreil. Vote 4-0-1 (Selectman Gavin Abstained). Motion approved

**A motion was made** by Selectman DiSilva Move to accept and approve the new decision of the order of taking eminent Domain Taking of Vose Hill Road, date of this meeting Tuesday, August 2, 2016 Pursuant to the authority granted by General Laws, Chapter 82 section 7, the Board of Selectmen has voted to adopt the order of Taking as approved by Article S-8 at the 2016 Annual/Special Town Meeting on May 16, 2016 by eminent domain of the land consisting of Vose Hill Road, as shown on the attached “Definitive Subdivision Plan of Vose Hill Farms – Maynard, Mass”. The purpose of the Order of Taking is to adopt the roadway as a Public Way. The Board of Selectmen has moved to award damages as follows: The Board has determined that land consisting of Vose Hill Road is of nominal value, accordingly, \$0.00 have been awarded as damages under this order. Second by Selectman Kreil. Vote 4-0-1 (Selectman Gavin). Motion approved

**A motion was made** by Selectman DiSilva to close hearing at 7:37 pm. Second by Selectman Donovan. Vote 5-0. Motion approved.

### **Mill & Main Noise Follow Up**

Discussion with TA of status at the Mill concern with the direct communication and frustration with this issue. Mass DEP will be out this Friday along with our Board of Health agent. Testing to be done this Friday.

Richard Casner, Saracen Properties – Update as of August 2, 2016 as of last week the best course of action was to do test and availability of test motors was late September. Therefore, we did not want to wait so we went ahead and ordered a quiet motor – it is a six-week period for delivery.

Chair – what has been the communication back to the neighbors and Town of Maynard?

What is the sense of urgency? It is disappointing for the neighbors and Town.

BOS member, Is there a plan B if this motor does not work. Richard, no.

Communication needs to be addresses to not only the Town and the residents in that area.

T. Hesbach had follow up questions

1) Want a baseline

2) If the quieter motors are put in but it takes more fans to run – it is the fans that make the noise then it will not change the noise level.

**A motion was made by** Selectman DiSilva to authorize the Town Administrator to work with Town Counsel to gather the necessary evidence to support the filing of appropriate legal action to force As Clock Tower LLC or any other entity necessary to come into compliance with 310 CMR 7.10U (the state Noise regulations). Further, that Town Council should take appropriate steps to file the necessary complaints to enforce it. Second by Selectman Donovan. Vote 5-0. Motion approved

### **129 Acton Street Request and Discussion**

Discussion amongst Board the desire to continue with this request for changing the development agreement from May 6, 2015. Board had no desire to make any changes at this time. Developer made request at the July 16, 2016 meeting to change a den room and add a closet for storage. Which then could be used as a bedroom. Note units have attic space and no basements.

**A motion was made by** Selectman Gavin to not amend the executed May 6, 2015 Development Agreement for 129 Acton Street and to authorize the Town Administrator to send a letter to Developer. Second by Selectman Donovan. Vote 5-0. Motion approved.

### **Coolidge School Re-Use Discussion**

Discussion amongst Board / TA next steps for Coolidge School

### **Mandatory Water Use Restriction**

**A motion was made by** Selectman DiSilva to authorize the Town Administrator the authority to implement additional water restrictions in Town if the need arises, with notice given to the BOS of such action. Second by Selectman Gavin. Vote 4-1 (Selectman Kreil). Motion approved

### **Special Town Meeting Date**

Due to the Jewish Holiday of Rosh Hashanah, recommend cancelling the scheduled Special Town Meeting date of October 3, 2016 and rescheduling the meeting to Wednesday, October 5, 2016.

**A motion was made by** Selectman DiSilva to hereby cancel the Special Town Meeting scheduled for Monday, October 3, 2016 and to set the date of Special Town meeting for Wednesday, October 5, 2016 at 7:00 pm Fowler School Auditorium, with cost of Special Town meeting to be borne by the

Developer of 129 Parker Street known as Capital Group. Second by Selectman Donovan. Vote 5-0.  
Motion approved

**Town Administrator Report;**

Transportation – CrossTown Connect has received a federal 5310 grant for last mile connections. This is comparable to funding Rep. Hogan fought for and Maynard/Acton will receive for the South Acton to Maynard shuttle pilot program. The pilot should begin in September and the federally funded initiate in October or November.

COA – published their newsletter Saturday.

85 Main Street – issue resolved the tenant has moved out and the property owner scheduling the contractors to go in there this week to clean up the space.

Cultural district designation application officially submitted

NFP – Executive Session at the next board meeting on 8/16/16 request to have at 6:30 pm  
Health Insurance options for the future for Town of Maynard.

**Chair Report;**

Comments heard from the (2) Chiefs Fire & Police, they do not like the traffic changes with the cones and tape for the bike lanes.

**Board Member Reports**

**Selectman Egan;**

Have we heard anything on adding a Planning Board member to the CPC? TA commented that the town policy for CPC does not allow us (BOS) to just appoint a new member for the Planning Board. We will need to do a reversion as article at Town Meeting.

**Selectmen Donovan;**

Commented on the comment Kathy Belishe made regarding the traffic study for the Acton Street area. Now that they have, the new housing and businesses in that area is might be a good time to add on the agenda to talk about and make some recommendations.

Has heard more negative feedback on the Complete Street pilot project – no for Maynard.

**Executive Session**

Mill & Main – baseline noise needs to be done to move forward. Hope that we have another meeting as we had at the Library with neighbors, Mill & Main, Town Employees and MassDEP. Thinks the measurements should be done in open public way so the residents can see and watch the process. TA feels it should be done by professionals as the will be conducted up on the roof of the Mill. DiSilva commented it is a liability to have extra people up the roof.

**Selectman Gavin;**

The livery businesses going on without licenses here in town. TA commented we send out notices when we find out. We do not have a policy to fine those businesses.

Hope that other BOS members read the COA newsletter, read the ATA message, very positive message.

**Selectman Kreil;**

TA can you provide the current board with the Town Water permit – 2009. TA will send out to BOS members.

Heard feedback on the Clear cut of trees for the ARRT and pilot program for the bike lanes, not very positive for keeping in Maynard.

**Executive Session – To Deliberate with respect to Collective Bargaining  
Roll Call;**

Gavin	Yea
Egan	Yes
DiSilva	Yea
Donovan	Yea
Kreil	Yea

After the Executive Session, the meeting will not reconvene.

**A motion** to adjourn the meeting was made by Selectman DiSilva. Second by Selectman Gavin. Vote 5-0. Motion approved

Time: \_\_\_\_\_ pm

Approved: \_\_\_\_\_

Date:

\_\_\_\_\_  
Selectman, Jason Kreil, Clerk

Initials: BJM



## **Maynard Police Department**

Chief Mark W. Dubois

To: Board of Selectmen

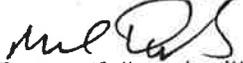
### Monthly Report – JUNE 2016

I attended the first Police Chief and Commander Leadership Academy at Endicott College from June 1 to 3. It was a joint effort between the Municipal Police Training Committee and Endicott College to provide police administrator's quality training that addressed administrative level issues and simultaneously provide useful information beyond theoretical concepts. Some of the topics were "Creating a Vision of Leadership", "Principles and Practices of Innovation", "Strategic Planning" and "Developing Leadership Driven Planning and Strategy". It was well received by all the police administrators in attendance and Lt Noble is registered to attend the next session in August.

On June 20<sup>th</sup> I was reappointed to the Governor's Council to Address Sexual Assault and Domestic Violence. I am currently on a committee to recommend best practices for high risk teams and high risk officer assessments. We meet monthly at the Parole Board in Natick and quarterly at the State House.

June 31<sup>st</sup> was Officer Todd Fletcher's last day working for Maynard Police Department. He decided to lateral transfer to Milford Police Department. Officer Fletcher worked for three years in Maynard and was a valuable employee. He did an excellent job and we are sorry to see him transfer. We all wish him the best with his new position.

Attached are the police department statistics for June 2016

  
Respectfully submitted,

Mark Dubois

### Call Reason Breakdown

<u>Call Reason</u>	<u>Self</u>	<u>Disp</u>	<u>Total</u>
Unknown	0	1	1
911 Call/Abandoned/Hang up	0	11	11
Alarm - Smoke Detector	0	11	11
Alarm - Business	0	12	12
Alarm - Residential	0	2	2
Alarm - Carbon Monoxide	0	2	2
Animal Complaint	1	39	40
Area check	537	0	537
Assault	0	1	1
Assist Citizen	0	21	21
Assist Police Dept.	0	3	3
Assist Other Agency	1	5	6
B & E (Motor Vehicle)	0	1	1
B & E (Past)	0	1	1
Box Plug Out	0	29	29
Box Plug In	0	15	15
By-Law Violation	0	1	1
Prisoner Cell Checks	0	20	20
Building Check	230	1	231
Cruiser Maintenance	6	0	6
Court Paperwork Received	0	20	20
DIRECTED PATROL	3	0	3
Disturbance	0	15	15
Disabled MV	2	2	4
Domestic	0	6	6
Escort / Transport	3	4	7
Explosion/Fire Works	0	2	2
Family Matter	0	12	12
Alarm - Box	0	3	3
Fire, Brush	0	2	2
Fire, Other	0	7	7
Follow Up Investigation	17	12	29
Fraud	0	3	3
Odor of Natural Gas	0	2	2
General Service	1	16	17
Harassing / Harassing Calls	0	10	10
Hazard	0	5	5
ID Check	0	4	4
Investigation	1	1	2
Juvenile Offenses	0	6	6
Larceny	0	5	5
Locked Out	0	1	1
Medical Emergency	1	83	84
Missing Person	0	2	2
Mutual Aid - EMS	0	11	11
Mutual Aid - Fire	0	4	4
Mutual Aid - Police	1	1	2
MV Accident w/ no injury	0	6	6
MV Accident w/Injury	0	1	1
MV Acc. Property Damage Only	0	4	4
MV Complaint	2	19	21
MV Accident Hit & Run	0	5	5
MV Stop	252	0	252
Noise Complaint	1	14	15
Notification	2	2	4
Open door	2	0	2
Serve Paperwork	3	7	10
Parking Complaint	6	2	8
Personnel Entry	0	6	6
Property Release	0	5	5
Property Damage	0	4	4

**Maynard Police Department  
Dispatch Analysis**

Found / Lost Property	1	13	14
Prisoner Released	1	7	8
PRISONER TRANSPORT	0	10	10
Private Tow/Repossession	0	4	4
Radar Enforcement	150	0	150
Serve Restraining Order	2	3	5
Restraining Order Violation	0	1	1
Section 12/Psych.Emergency	0	6	6
Sex Offenses	0	1	1
Suicide / Threat	0	2	2
Serve Summons	0	1	1
Suspicious Person	3	6	9
Suspicious Activity	1	19	20
Suspicious Vehicle	4	4	8
Traffic Enforcement	72	0	72
Traffic Control	4	0	4
Trespassing	0	1	1
Traffic Hazard	1	2	3
Trouble Alarm	0	16	16
Test Call	0	3	3
Undesirable	0	6	6
Vandalism	0	4	4
Serve Warrant	5	3	8
Water Problem	0	3	3
Well Being Check	0	14	14
Wire Down/Tree Down	0	7	7
<b>TOTAL</b>	<b>1316</b>	<b>626</b>	<b>1942</b>

**Case Assignment Breakdown**

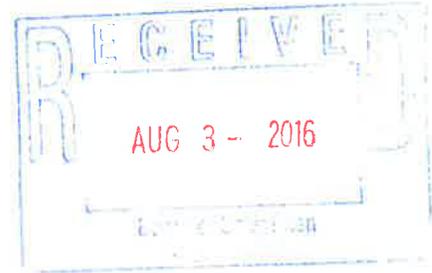
<u>Type Of Case</u>	<u>Total</u>
Incidents	100
Accidents	14
Arrests	21
Citations	68
EMS	0
Field Interviews	0
Fire Incidents	0
<b>TOTAL</b>	<b>203</b>

**Percent of Calls Where Case Num. Assigned:**

**TOWN OF MAYNARD  
ANIMAL CONTROL SUMMARY REPORT  
JUNE 2016**

<b>TOTAL NUMBER CALLS HANDLED</b>	<b>76</b>
# Complaint Calls	2
# Lost Dog Calls	
# Lost Cat Calls	3
# Other Cat related calls	3
# Animal / Wildlife Calls	11
# Miscellaneous Calls	42
	<b>6</b>
	1/Cat w/4 kittens-delvd to Apple Country
	1/injured Hawk - delivered to Tuft's Grafton
<b>TOTAL # ANIMALS PICKED UP</b>	
Total # dogs not licensed	
Total # dogs not claimed	
# still in dog officer custody	
#surrendered to Humane Shelter	
<b>TOTAL # HUMAN BITE CALLS</b>	1
<b>TOTAL # ANIMAL -&gt; ANIMAL BITE</b>	1
10 Day Quarantine Order -Human Bite	<b>Issued: 1 / Released 1</b>
10 Day Quarantine Order -Animal Bite	<b>Issued: 1 / Released 3</b>
45 Day/6 Month Quarantine Orders	<b>Issued: 0 / Released 1</b>
<b>TOTAL # CITATIONS ISSUED</b>	
# No license citations	
# Leash Law/Dog not under owner control	
# Other Offense	
# Court summons processed	
<b># DEAD ANIMALS PICKED UP ACO/DISPOSE</b>	

Submitted by:  
Jennifer Condon  
Animal Control Inspector/Officer



## **Maynard Police Department**

Chief Mark W. Dubois

To: Board of Selectmen

### Monthly Report – JULY 2016

We began the hiring process to fill one patrol officer position in July. It resulted in a panel interview on July 18<sup>th</sup>. The unanimous decision was to offer Mirella Ruggiero the position. Mirella has worked for the Town for over two years as one of the original public safety dispatchers. She will be attending the Reading Police Academy starting in September and the entire department is excited to see her transition into the police officer role.

We held our first Junior Police Academy the week of July 18<sup>th</sup> and by all accounts it was a great success. School Resource Officer/Detective Chris Sweeney and Officer Trista Manchuso dedicated a lot of time to ensure the program success. We had 22 cadets who experienced a little of what an actual police academy is like. They learned some formal aspects of policing such as saluting and marching in formation as well as practical topics like CPR/First Aid, Criminal law, and self defense. We are looking forward to holding a class again next summer.

I had the unique opportunity to attend the White House on July 22<sup>nd</sup> for a briefing on the President's Task Force on 21<sup>st</sup> Century Policing. This is in response to a report that was published in 2015 and focused on the best practices of policing that were categorized into six major topics. The briefing lasted about 7 hours long and the highlight was a visit and presentation by President Obama. It was well worth attending and its also good to know that many agencies in Massachusetts, including Maynard are already doing many of the recommended best practices from the report.

Attached are the police department statistics for July 2016

Respectfully submitted,

Mark Dubois

### Call Reason Breakdown

<u>Call Reason</u>	<u>Self</u>	<u>Disp</u>	<u>Total</u>
911 Call/Abandoned/Hang up	0	7	7
Abandoned MV	0	1	1
Alarm - Smoke Detector	0	14	14
Alarm - Business	0	14	14
Alarm - Residential	0	2	2
Animal Complaint	1	42	43
Area check	549	1	550
Assist Citizen	1	9	10
Assist Other Agency	2	5	7
Attempt to locate	4	0	4
B & E (Past)	0	3	3
Box Plug Out	0	21	21
Box Plug In	0	9	9
Prisoner Cell Checks	0	18	18
Building Check	258	0	258
Cruiser Maintenance	6	0	6
Court Paperwork Received	0	13	13
Civil Dispute	0	5	5
DIRECTED PATROL	5	0	5
Disturbance	0	8	8
Disabled MV	3	5	8
Domestic	0	3	3
Dumping, Illegal	0	1	1
Electrical/Wiring Problem	0	2	2
Escort / Transport	0	3	3
Explosion/Fire Works	0	15	15
Family Matter	0	7	7
Alarm - Box	0	5	5
Fire, Brush	0	3	3
Fire, Vehicle	0	1	1
Fire, Structure	0	1	1
Fire, Other	0	7	7
Field Interview	2	0	2
Follow Up Investigation	17	16	33
Fraud	0	3	3
Forgery/Uttering/Counterfeit	0	1	1
Odor of Natural Gas	0	6	6
General Service	7	22	29
Harassing / Harassing Calls	0	10	10
Hazard	0	6	6
ID Check	0	4	4
Identity Theft	0	1	1
Investigation	0	1	1
Juvenile Offenses	0	1	1
Larceny	0	4	4
Locked Out	0	2	2
Medical Emergency	0	68	68
Mutual Aid - EMS	0	7	7
Mutual Aid - Fire	0	4	4
Mutual Aid - Police	0	3	3
MV Accident w/ no injury	1	8	9
MV Accident w/Injury	0	1	1
MV Acc. Property Damage Only	0	2	2
MV Complaint	1	14	15
MV Accident Hit & Run	1	4	5
MV Stop	257	0	257
Noise Complaint	0	7	7
Notification	0	1	1
Open door	1	3	4
Serve Paperwork	3	3	6
Parking Complaint	8	5	13

**Maynard Police Department  
Dispatch Analysis**

Personnel Entry	0	6	6
Property Release	0	5	5
Property Damage	1	4	5
Found / Lost Property	0	19	19
Prisoner Released	1	8	9
PRISONER TRANSPORT	0	6	6
Private Tow/Repossession	0	3	3
Radar Enforcement	121	0	121
Serve Restraining Order	1	0	1
Restraining Order Violation	0	1	1
Section 12/Psych.Emergency	0	5	5
Shoplifting	0	3	3
Suicide / Threat	0	1	1
Serve Summons	9	1	10
Suspicious Person	1	10	11
Suspicious Activity	1	18	19
Suspicious Vehicle	4	5	9
Threatening to Commit a Crime	0	1	1
Traffic Enforcement	54	0	54
Traffic Hazard	0	4	4
Trouble Alarm	0	22	22
Test Call	0	4	4
Undesirable	0	3	3
Vandalism	0	1	1
Serve Warrant	6	3	9
Water Problem	0	3	3
Well Being Check	0	11	11
Wire Down/Tree Down	1	18	19
<b>TOTAL</b>	<b>1327</b>	<b>597</b>	<b>1924</b>

**Case Assignment Breakdown**

<u>Type Of Case</u>	<u>Total</u>
Incidents	88
Accidents	10
Arrests	22
Citations	59
EMS	0
Field Interviews	0
Fire Incidents	0
<b>TOTAL</b>	<b>179</b>

Percent of Calls Where Case Num. Assigned:

TOWN OF MAYNARD  
ANIMAL CONTROL SUMMARY REPORT  
JULY 2016

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**TOTAL NUMBER CALLS HANDLED 33**

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# Complaint Calls  
# Lost Dog Calls 1  
# Lost Cat Calls  
# Other Cat related calls  
# Animal / Wildlife Calls 2  
# Miscellaneous Calls 18

**TOTAL # ANIMALS PICKED UP 3-K9**

1  
(OUT OF TOWN OWNER)  
Total # dogs not licensed  
Total # dogs not claimed  
# still in dog officer custody  
#surrendered to Humane Shelter 2

**TOTAL # HUMAN BITE CALLS 1**

**TOTAL # ANIMAL -> ANIMAL BITE 1**

10 Day Quarantine Order -Human Bite **Issued: 1 / Released 1**  
10 Day Quarantine Order -Animal Bite **Issued: 1 / Released 1**  
45 Day/6 Month Quarantine Orders **Issued: 1 / Released 0**

**TOTAL # CITATIONS ISSUED**

# No license citations  
# Leash Law/Dog not under owner control  
# Other Offense  
# Court summons processed

**# ANIMALS SENT TO STATE LAB FOR TESTING 2**  
**(BATS - NEGATIVE RESULTS)**

Submitted by:  
Jennifer Condon  
Animal Control Inspector/Officer



# MAYNARD FIRE DEPARTMENT

Fire Chief  
Anthony Stowers

## Monthly Report

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### JULY 2016

#### FIRE RESPONSE AND OTHER FIRE DEPARTMENT ACTIVITIES

Number of requests for emergency service from July 1, to July 31, was 163 resulting in over 300 emergency responses and a total of 690 additional documented, activities or service requests for the month. The requests break down for the month break down as follows:

Fire and Emergency Incidents:	163
In-house Training Classes/other training:	48
Fire Safety Inspections-Pre-fire Plans other Fire prevention	129
Administrative/Other:	402
Station/Vehicle Maintenance	111
Total activities for February:	853

#### TRAINING ACTIVITIES

All shifts have been involved with the training of our new probationary firefighters. All together members completed over 136 hours of on-shift training this month in a variety of topics such as Recruit Training, Emergency Medical Recertification, driver/operator, Fire Safety Surveys, Leadership Development, Ice Rescue Operations, RIT, Fitness and hydrant operations, and building familiarity with walks through multiple buildings among other topics.

#### SHIFT PROJECTS AND ACTIVITIES

This month we continued our annual hose testing process.

All groups have been involved in continuing maintenance of our cache of fire suppression hand tools

This month Maynard Fire, along with Stow Fire, Acton Fire and Maynard Police, conducted the annual "Safety Day" as part of the Middlesex County Sheriffs Camp.

Maynard Fire personnel assisted Maynard Police in their first annual camp for kids.

#### ACTIONS OF NOTE:

*It is the mission of the Maynard Fire Department to protect the lives and property of the citizens and visitors of Maynard from disasters both natural and man-made, with compassion, motivation, teamwork, commitment and quality fire protection and education.*

We are still seeing a large increase in emergency requests for service compared to the same time last year; in fact the numbers from January through July of this year represent an 11.5% increase in emergency incidents from the same time period last year! This is a significant increase and based on what we've seen and should be considered a trend.

We had two minor building fires this month that were quickly brought under control. We have also responded mutual aid to other communities because of extensive brush fires.

This month has also been extremely busy with inspections, permit requests and acceptance tests on Fire Alarm systems as we transition to radio box technology.

Angela Lawless completed ALICE training to assist in school safety programs. She joins Captain Kiley as an ALICE trained professional ready to assist in school safety. This month, multiple firefighters helped out with making safety kits for school teachers to use in an emergency!

All members have worked on completing the state Ethics Training and Sexual Harassment review.

We have been extremely busy working with local business's transitioning to Radio Boxes or other type of monitoring systems. This is a project we started three years ago to reduce our long term maintenance costs for alarm monitoring.

We had two firefighters graduate from the Career Fire Academy on July 1<sup>st</sup>, Derek Maskalenko and James McGowan. We are glad to have them back here fulltime and expect great things from them moving forward!

We have hired a career firefighter to fill in the vacancy created by a military commitment from Michael Cisek. The new Firefighter is Andrew McAllister. Andrew comes to us from the Pease Air Force Base Fire Department where has spent the last six years. He is also an on-call Lieutenant with the Tyngsboro, MA Fire Department. He is scheduled to start August 15<sup>th</sup>.

We are continuing to see a high amount of permit requests and inspection requests, especially 26 F requests which are required when a home is sold in the Commonwealth.

This month saw the continuation of our Fire Station Building Committee as we continue working toward the goal of replacing our aging and cramped facility.

We began planning this year's Senior Expo with Amy Loveless from the Council on Aging and Detective Chris Sweeney from the Maynard Police Department.

Our public education campaign has continued and we have added some very important safety information to both the Fire Department website and our Maynard Fire Department Facebook Page, we are also now on Twitter, follow us: @Maynard\_MAFire

Respectfully submitted

Anthony Stowers

Report of the Council on Aging  
for the month of July 2016  
submitted by Amy Loveless

- 94 unduplicated seniors received over 497 units of services.
- 25.5% of seniors engaged with the COA were over the age of 85. 22.3% were between the ages of 75-79 and 18.1% were between the ages of 80-84.
- 35 unduplicated seniors attended fitness classes on 155 occasions.
- 60 seniors attended July's luncheon.
- (These statistics represent a very active COA in spite of summer vacations, taking care of grandchildren, hot weather causing people to stay indoors, etc.)
- CareOne of Concord provided a monthly presentation on nutrition, food labels and healthy eating facilitated by their team dietician. Luncheon featured dishes prepared by chef at CareOne.
- The COA Director attended the quarterly Mass. Councils on Aging (MCOA) meeting (regional representative), welcome meeting for Minuteman Senior Services' new Executive Director, Kelly Magee Wright and a MIIA training "From Problem to Productive." The COA Director also met with the Fowler School's new principal Sharon Seyller to discuss the Bridges program in the fall.
- The COA Van provided 525 trips to 96 riders. Special trips included lunch at Kimball Farm in Lancaster, Kohl's & TGI Fridays and the Highlands Commons in Hudson.
- COA received over 200 calls for information and referral.
- 13 pieces of durable medical equipment were loaned out and the COA received 4 donations.
- COA magnets!





CareOne of Concord, is a facility “providing seamless and safe transition from the rehabilitation setting to the home and community.” They provide a monthly presentation and luncheon featuring physical and occupational therapists, nutritionists and nursing specialties. Maynard is surrounded by exceptional facilities and agencies offering excellent (free!) services and programs. Life Care Center of Acton, Concord Park and VNA CareNetwork have been very involved with the COA.

# **TOWN OF MAYNARD**

## **AGENDA**

Maynard Conservation Commission  
**Tuesday, August 16, 2016 at 6:30 PM**  
Maynard Town Hall  
OMS Conference Room, Lower Level

### **ADMINISTRATIVE BUSINESS:**

- Review minutes: July 19.2016

### **PUBLIC HEARING:**

- None

### **CERTIFICATE OF COMPLIANCE**

- 5 Kristen Lane (DEP # 213-148)  
Agent Report and Photos

### **WETLANDS/STORMWATER ISSUES:**

- Stormwater Regulations
- 213 Restoration Plan

### **BUSINESS:**

- Submitted grant application for Invasion Species removal from Walcott Woods and Ice House Landing

### **Upcoming Meetings:**

- Next Conservation Commission meeting, **September 6, 2016.**

**THIS AGENDA IS SUBJECT TO CHANGE**

Chairperson: Mr. Fred King

Posted by: Michèle Grenier



Charles D. Baker, Governor  
Karyn E. Polito, Lieutenant Governor  
Stephanie Pollack, Secretary & CEO  
Thomas J. Tinlin, Administrator



August 1, 2016

Town of Maynard  
Board of Selectmen  
195 Main St.  
Maynard, MA 01754



Attn: Jerry Flood, Supt. of Public Works

SUBJECT: NATIONAL BRIDGE INSPECTION STANDARDS (NBIS)  
BRIDGE INSPECTION REPORTS

M-10-006

(25T) FLORIDA RD / ASSABET RIVER

Dated: 02/02/16

Dear Mr. Flood:

As part of the Massachusetts Bridge Inspection Program, MassDOT - Highway Division performs the inspection of municipally owned bridges that have a clear span of 20 feet or greater. These bridges are scheduled to be inspected every two years or less.

For your records is a copy of recent bridge inspection field report for the referenced municipally owned bridge. Repair, rehabilitation or reconstruction of any bridges to address the deficiencies reported is the owner/custodian's responsibility. Chapter 90 funds may be used for these purposes.

Questions regarding the content of the report may be directed to the District Bridge Inspection Engineer, Mahmood Azizi, at 508-929-3822.

Sincerely,

Jonathan L. Gulliver  
District 3 Highway Director

MA/ma

cc: BIE (2), DHD D-3, DBIE D-3

Enclosure

STRUCTURES INSPECTION FIELD REPORT

2-DIST  
03

B.I.N.  
25T

ROUTINE ARCH & SPECIAL MEMBER INSPECTION

BR. DEPT. NO.  
M-10-006

CITY/TOWN <b>MAYNARD</b>	8-STRUCTURE NO. <b>M10006-25T-MUN-NBI</b>	11-Kilo. POINT <b>000.016</b>	41-STATUS <b>P:POSTED</b>	90-ROUTINE INSP. DATE <b>FEB 2, 2016</b>
07-FACILITY CARRIED <b>HWY FLORIDA RD</b>	MEMORIAL NAME/LOCAL NAME	27-YR BUILT <b>1915</b>	106-YR REBUILT <b>0000</b>	YR REHAB'D (NON 106) <b>0000</b>
06-FEATURES INTERSECTED <b>WATER ASSABET RIVER</b>	26-FUNCTIONAL CLASS <b>Urban Local</b>	DIST. BRIDGE INSPECTION ENGINEER <b>M. Azizi</b>		
43-STRUCTURE TYPE <b>111 : Concrete Arch - Deck</b>	22-OWNER Town Agency	21-MAINTAINER Town Agency	TEAM LEADER <b>D. Simkhovich</b>	
107-DECK TYPE <b>N : Not applicable</b>	WEATHER <b>Sunny</b>	TEMP. (air) <b>6°C</b>	TEAM MEMBERS <b>M. MCGINTY</b>	

<b>ITEM 58</b>	<b>N</b>	
<b>DECK</b>		DEF
1. Wearing Surface	8	-
2. Deck Condition	N	-
3. Spandrel Fill	7	-
4. Curbs	5	M-P
5. Median	N	-
6. Sidewalks	5	S-P
7. Parapets	4	S-P
8. Railing	N	-
9. Anti Missile Fence	N	-
10 Drainage System	N	-
11. Lighting Standards	N	-
12 Utilities	8	-
13 Deck Joints	N	-
14	N	-
15	N	-
16	N	-

**CURB REVEAL**  
(In millimeters)

E: 100      W: 50

<b>APPROACHES</b>		DEF
a. Appr. Pavement Condition	7	-
b. Appr. Roadway Settlement	7	-
c. Appr. Sidewalk Settlement	7	-
d.	N	-

<b>OVERHEAD SIGNS</b> (Attached to bridge)	(Y/N)	<b>N</b>
		DEF
a. Condition of Welds	N	-
b. Condition of Bolts	N	-
c. Condition of Signs	N	-

<b>ITEM 59</b>	<b>4</b>	
<b>SUPERSTRUCTURE</b>		DEF
1. Arch/Arch Ring	4	S-A
2. Keystone Area	N	-
3. Stringers	N	-
4. Floorbeams	N	-
5. Spandrel Walls	5	S-A
6. Spring Lines	5	S-A
7. Diaphragms/Cross Frames	N	-
8. Conn Plt's, Gussets & Angles	N	-
9. Pin & Hangers	N	-
10 Masonry Joints	N	-
11. Rivets & Bolts	N	-
12 Welds	N	-
13 Deformation/Flattening	8	-
14 Member Alignment	8	-
15 Paint/Coating	N	-
16	N	-

Year Painted: **N**

**COLLISION DAMAGE:** Please explain  
None  Minor ( ) Moderate ( ) Severe ( )

**LOAD DEFLECTION:** Please explain  
None  Minor ( ) Moderate ( ) Severe ( )

**LOAD VIBRATION:** Please explain  
None  Minor ( ) Moderate ( ) Severe ( )

Any Fracture Critical Member: (Y/N) **N**

Any Cracks: (Y/N) **N**

<b>ITEM 60</b>	<b>5</b>	
<b>SUBSTRUCTURE</b>		DEF
<b>1. Abutments</b>	Dive	Cur
a. Pedestals	N	N
b. Bridge Seats	N	N
c. Backwalls	N	N
d. Breastwalls	N	5
e. Wingwalls	N	5
f. Slope Paving/Rip-Rap	N	N
g. Pointing	N	N
h. Footings	N	H
i. Piles	N	X
j. Scour	N	7
k. Settlement	N	7
l.	N	N
m.	N	N
<b>2. Piers or Bents</b>		<b>N</b>
a. Pedestals	N	N
b. Caps	N	N
c. Columns	N	N
d. Stems/Webs/Pierwalls	N	N
e. Pointing	N	N
f. Footing	N	N
g. Piles	N	N
h. Scour	N	N
i. Settlement	N	N
j.	N	N
k.	N	N
<b>3. Pile Bents</b>		<b>N</b>
a. Pile Caps	N	N
b. Piles	N	N
c. Diagonal Bracing	N	N
d. Horizontal Bracing	N	N
e. Fasteners	N	N

UNDERMINING (Y/N) If YES please explain **N**

**COLLISION DAMAGE:**  
None  Minor ( ) Moderate ( ) Severe ( )

I-60 (Dive Report): **N**      I-60 (This Report): **5**

93B-U/W (DIVE) Insp **00/00/0000**

X=UNKNOWN      N=NOT APPLICABLE      H=HIDDEN/INACCESSIBLE      R=REMOVED

2-DIST <b>03</b>	B.I.N. <b>25T</b>	<b>STRUCTURES INSPECTION FIELD REPORT</b> <b>ROUTINE ARCH &amp; SPECIAL MEMBER INSPECTION</b>	BR. DEPT. NO. <b>M-10-006</b>
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CITY/TOWN <b>MAYNARD</b>	8.-STRUCTURE NO. <b>M10006-25T-MUN-NBI</b>	11-Kilo. POINT <b>000.016</b>	90-ROUTINE INSP. DATE <b>Feb 2, 2016</b>	93*-SPEC. MEMB. INSP. DATE <b>Feb 2, 2016</b>
07-FACILITY CARRIED <b>HWY FLORIDA RD</b>		MEMORIAL NAME/LOCAL NAME	27-YR BUILT <b>1915</b>	106-YR REBUILT <b>0000</b>
06-FEATURES INTERSECTED <b>WATER ASSABET RIVER</b>		26-FUNCTIONAL CLASS <b>Urban Local</b>	DIST. BRIDGE INSPECTION ENGINEER <i>[Signature]</i>	
43-STRUCTURE TYPE <b>111 : Concrete Arch - Deck</b>		22-OWNER <b>Town Agency</b>	21-MAINTAINER <b>Town Agency</b>	TEAM LEADER D. Simkhovich <i>[Signature]</i>
107-DECK TYPE <b>N : Not applicable</b>		WEATHER <b>Sunny</b>	TEMP. (air) <b>6°C</b>	TEAM MEMBERS <b>M. MCGINTY</b> <i>[Signature]</i>

<b>WEIGHT POSTING</b> Not Applicable <input type="checkbox"/> Actual Posting: H 17, 3 22, 3S2 34, Single N Recommended Posting: H 17, 3 22, 3S2 34, Single N Waived Date: 00/00/0000 EJDMT Date: 00/00/0000	Signs In Place (Y=Yes, N=No, NR=Not Required) Legibility/Visibility	At bridge: N 8, S 8 Advance: N 8, S 7	PLANS (Y/N): <b>N</b> (V.C.R.) (Y/N): <b>N</b> TAPE#:
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**RATING**

Rating Report (Y/N): **Y** Date: **11/01/2000**

Request for Rating or Rerating (Y/N): **N** If YES please give priority: HIGH ( ) MEDIUM ( ) LOW ( )

REASON:

Inspection data at time of existing rating  
 I 58: - I 59: 5 I 60: 5 I 62: - Date :02/16/2000

**SPECIAL MEMBER(S):**

	MEMBER	CRACK (Y/N)	WELD'S CONDITION (0-9)	LOCATION OF CORROSION, SECTION LOSS (%), CRACKS, COLLISION DAMAGE, STRESS CONCENTRATION, ETC.	CONDITION		INV. RATING OF MEMBER FROM RATING ANALYSIS			Deficiencies
					PREVIOUS (0-9)	PRESENT (0-9)	H-20	3	3S2	
					A	Item 59.1 - Arch/ Arch Ring	N		See remarks in comments section.	
B										
C										
D										
E										

List of field tests performed:

	I-58	I-59	I-60	I-62
<i>(Overall Previous)</i>	-	4	5	-
<i>(Overall Current)</i>	-	4	5	-

**DEFICIENCY** A defect in a structure that requires corrective action.

**CATEGORIES OF DEFICIENCIES:**

**M= Minor Deficiency** - Deficiencies which are minor in nature, generally do not impact the structural integrity of the bridge and could easily be repaired. Examples include but are not limited to: Spalled concrete, Minor pot holes, Minor corrosion of steel, Minor scouring, Clogged drainage, etc.

**S= Severe/Major Deficiency** - Deficiencies which are more extensive in nature and need more planning and effort to repair. Examples include but are not limited to: Moderate to major deterioration in concrete, Exposed and corroded rebars, Considerable settlement, Considerable scouring or undermining, Moderate to extensive corrosion to structural steel with measurable loss of section, etc.

**C-S= Critical Structural Deficiency** - A deficiency in a structural element of a bridge that poses an extreme unsafe condition due to the failure or imminent failure of the element which will affect the structural integrity of the bridge.

**C-H= Critical Hazard Deficiency** - A deficiency in a component or element of a bridge that poses an extreme hazard or unsafe condition to the public, but does not impair the structural integrity of the bridge. Examples include but are not limited to: Loose concrete hanging down over traffic or pedestrians, A hole in a sidewalk that may cause injuries to pedestrians, Missing section of bridge railing, etc.

**URGENCY OF REPAIR:**

**I = Immediate-** [Inspector(s) immediately contact District Bridge Inspection Engineer (DBIE) to report the Deficiency and to receive further instruction from him/her].

**A = ASAP-** [Action/Repair should be initiated by District Maintenance Engineer or the Responsible Party (if not a State owned bridge) upon receipt of the Inspection Report].

**P = Prioritize-** [Should be prioritized by District Maintenance Engineer or the Responsible Party (if not a State owned bridge) and repairs made when funds and/or manpower is available].

**X=UNKNOWN      N=NOT APPLICABLE      H=HIDDEN/INACCESSIBLE      R=REMOVED**

CITY/TOWN MAYNARD	B.I.N. 25T	BR. DEPT. NO. M-10-006	8.-STRUCTURE NO. M10006-25T-MUN-NBI	INSPECTION DATE FEB 2, 2016
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## REMARKS

### Item 59.1 - Arch/Arch Ring (Cont'd)

There is minor delamination cracking and spalling to the concrete patch around the South end of the utility. **See photo 10.** There is spalling around all the old utility hangers (no longer used). There is a 4 foot wide x 5.5 foot high x up to 13 inch deep area of spalling and deterioration below the patch around the North end of the utility pipe, with four longitudinal and transverse rebars that have 100% section loss. **See photo 11.** There is an 8 in. drain located at the top of this spall. The arch ring is approximately 16 to 18 inch thick in the area of this spall.

The Northeast corner has an 18 inch long x 4 inch high x 4 inch deep spall with exposed rusted rebar at the spring line. **See photo 12.**

### Item 59.5 - Spandrel Walls

There is a 3/4 inch wide vertical crack at the Southwest wingwall and spandrel wall interface. **See photo 13.** There is a 8 foot high x 4 foot wide x 18 inch deep triangle shaped area of spalling and scaling with exposed rusted rebar (with 100% section loss to 3 rebars) at the bottom of this crack that extends into the breastwall. There is minor spalling at both North breastwall and wingwall interfaces. The South end of the East spandrel wall has minor to moderate full height cracking and scaling with efflorescence. **See photo 14.**

### Item 59.6 - Spring Lines

There is minor hairline cracking with heavy efflorescence throughout both spring lines, and moderate scaling at the Southwest corner, that extends into the breastwall.

## ITEM 60 - SUBSTRUCTURE

### Item 60.1 - Abutments

#### Item 60.1.d - Breastwalls

See Item 59.5 and 59.6.

#### Item 60.1.e - Wingwalls

The end of the Northwest wingwall has an up to 10 foot long x up to full height x up to full width area of spalling and scaling at the end, caused by the drain pipe behind the wingwall. **See photo 15.** The Northwest wingwall also has intermittent moderate spalling and scaling along the top. **See photo 16.** The top of the Southwest wingwall cap has intermittent full height x full width spalling throughout. The Northeast wingwall has heavy scaling and spalling to the bottom 2 feet at the interface with the arch, up to 1 foot deep.

## TRAFFIC SAFETY

### Item 36a - Bridge Railing

Both bridge rails consist of concrete parapets with end posts.

### Item 36b - Transitions

There is chain link fence with steel posts at all four corners of the bridge (pedestrian safety). There are no traffic safety features at all four corners of the bridge.

CITY/TOWN MAYNARD	B.I.N. 25T	BR. DEPT. NO. M-10-006	8.-STRUCTURE NO. M10006-25T-MUN-NBI	INSPECTION DATE FEB 2, 2016
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**PHOTOS**

**Photo 1: View of the wearing surface from the North approach.**



**Photo 2: East sidewalk.**

CITY/TOWN MAYNARD	B.I.N. 25T	BR. DEPT. NO. M-10-006	8.-STRUCTURE NO. M10006-25T-MUN-NBI	INSPECTION DATE FEB 2, 2016
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**PHOTOS**



Photo 5: Typical condition of the end posts.



Photo 6: New utility pipe under the bridge.

CITY/TOWN MAYNARD	B.I.N. 25T	BR. DEPT. NO. M-10-006	8.-STRUCTURE NO. M10006-25T-MUN-NBI	INSPECTION DATE FEB 2, 2016
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**PHOTOS**

**Photo 9: Deterioration at the Southeast corner.**



**Photo 10: Spalling around the utility pipe at the South end.**

CITY/TOWN MAYNARD	B.I.N. 25T	BR. DEPT. NO. M-10-006	8-STRUCTURE NO. M10006-25T-MUN-NBI	INSPECTION DATE FEB 2, 2016
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**PHOTOS**

**Photo 13: Deterioration to the West spandrell wall at the South end.**



**Photo 14: A crack in the East spandrell wall at the South end.**

# National Bridge Element Inspection

BDEPT# **M-10-006**

Date **02/02/2016**

B.I.N. **25T**

District Bridge Inspection Eng'r **Mahmood Azizi**

Item 8 **M10006-25T-MUN-NBI**

Inspecting Agency **Mass. Highway Dept.**

Span Group **1**

Team Leader **Dennis Simkhovich**

Town **Maynard**

Team Member(s) **Michael McGinty**

District **3**

El #	Element Name	Units	Env.	Total Q.	% or Q	State 1	State 2	State 3	State 4
<b>144</b>	<b>Re Conc Arch</b>	feet	2	33.000	<input type="checkbox"/> %	16.000	12.000		5.000
<i>&gt; 1080</i>	<i>Delamination/Spall/Patched Area</i>	feet	2	17.000	<input type="checkbox"/> %		12.000		5.000
<b>215</b>	<b>Re Conc Abutment</b>	feet	2	66.000	<input type="checkbox"/> %		61.000	5.000	
<i>&gt; 1080</i>	<i>Delamination/Spall/Patched Area</i>	feet	2	5.000	<input type="checkbox"/> %			5.000	
<i>&gt; 1190</i>	<i>Abrasion(PSC/RC)</i>	feet	2	61.000	<input type="checkbox"/> %		61.000		
<b>331</b>	<b>Re Conc Bridge Railing</b>	feet	2	138.000	<input type="checkbox"/> %	99.000	37.000	2.000	
<i>&gt; 1080</i>	<i>Delamination/Spall/Patched Area</i>	feet	2	39.000	<input type="checkbox"/> %		37.000	2.000	

Report Date: April 5, 2016

State Information				Classification				Code			
<b>BDEPT#</b> = M10006	Agency Br.No.			(112) NBIS Bridge Length				Y			
<b>Town</b> = Maynard	L.O.			(104) Highway System				N			
<b>B.I.N</b> = 25T	AASHTO= 049.4			(26) Functional Class - Urban Local				19			
<b>RANK</b> = 2603	<b>H.I.</b> = 64.5 %	FHWA Select List= Y		(100) Defense Highway				0			
<b>Identification</b>				(101) Parallel Structure				N			
(8) Structure Number	M1000625TMUNNBI			(102) Direction of Traffic - 2-way traffic				2			
(5) Inventory Route	151000000			(103) Temporary Structure				N			
(2) State Highway Department District	03			(105) Federal Lands Highways				0			
(3) County Code 017	(4) Place code	39625		(110) Designated National Network				N			
(6) Features Intersected	<b>WATER ASSABET RIVER</b>			(20) Toll - On free road				3			
(7) Facility Carried	<b>HWY FLORIDA RD</b>			(21) Maintain - Town Agency				03			
(9) Location	0.1 MI. N OF ST.62			(22) Owner - Town Agency				03			
(11) Kilometerpoint	0000.016			(37) Historical Significance undetermined							
(12) Base Highway Network	N			<b>Condition</b>				<b>Code</b>			
(13) LRS Inventory Route & Subroute	000000000000			(58) Deck				N			
(16) Latitude	42DEG	25MIN	56.60 SEC	(59) Superstructure				4			
(17) Longitude	71DEG	27MIN	24.50 SEC	(60) Substructure				5			
(98) Border Bridge State Code	Share %			(61) Channel & Channel Protection				7			
(99) Border Bridge Structure No. #				(62) Culverts				N			
<b>Structure Type and Material</b>				<b>Load Rating and Posting</b>				<b>Code</b>			
(43) Structure Type Main:	Concrete	Code 111		(31) Design Load - Other/Unknown				0			
Arch - Deck	Jointless bridge type: Not applicable			(63) Operating Rating Method - Load Factor (LF)				1			
(44) Structure Type Appr:	Code 000			(64) Operating Rating				57.3			
Other				(65) Inventory Rating Method - Load Factor (LF)				1			
(45) Number of spans in main unit	001			(66) Inventory Rating				37.3			
(46) Number of approach spans	0000			(70) Bridge Posting				5			
(107) Deck Structure Type - Not applicable	Code N			(41) Structure - Posted for load				P			
<b>(108) Wearing Surface / Protective System:</b>				<b>Appraisal</b>				<b>Code</b>			
A) Type of wearing surface - Not applicable=no deck	Code N			(67) Structural Evaluation				4			
B) Type of membrane - Not applicable=no deck	Code N			(68) Deck Geometry				2			
C) Type of deck protection - Not applicable=no deck	Code N			(69) Underclearances, vert. and horiz.				N			
<b>Age and Service</b>				<b>Inspections</b>							
(27) Year Built	1915			(71) Waterway adequacy				6			
(106) Year Reconstructed	0000			(72) Approach Roadway Alignment				5			
(42) Type of Service: On - Highway-Ped	Code 55			(36) Traffic Safety Features				0 0 0 0			
Under - Waterway				(113) Scour Critical Bridges				5			
(28) Lanes: On Structure 02	Under structure	00		(90) Inspection Date 02/02/16				(91) Frequency	12 MO		
(29) Average Daily Traffic	002850			(92) Critical Feature Inspection:				(93) CFI DATE			
(30) Year of ADT 2014	(109) Truck ADT	06 %		(A) Fracture Critical Detail				N	00	MO A)	00/00/00
(19) Bypass, detour length	002 KM			(B) Underwater Inspection				N	00	MO B)	05/01/81
<b>Geometric Data</b>				(C) Other Special Inspection				Y	12	MO C)	02/03/16
(48) Length of maximum span	0020.7M			(*) Other Inspection (Flood)				N	00	MO *)	04/08/10
(49) Structure Length	00021.3M			(*) Closed Bridge				N	00	MO *)	00/00/00
(50) Curb or sidewalk: Left 01.6 M	Right	01.6M		(*) UW Special Inspection				N	00	MO *)	00/00/00
(51) Bridge Roadway Width Curb to Curb	005.5M			(*) Damage Inspection						MO *)	00/00/00
(52) Deck Width Out to Out	009.1M			<b>Rating Loads</b>							
(32) Approach Roadway Width (w/shoulders)	005.5M			Report Date	11/01/00	H20	Type 3	Type 3S2	Type HS		
(33) Bridge Median - No median	Code 0			Operating	26.0	33.0	53.0	34.0			
(34) Skew 24 DEG	(35) Structure Flared	N		Inventory	17.0	21.0	34.0	22.0			
(10) Inventory Route MIN Vert Clear	99.99M			<b>Field Posting</b>							
(47) Inventory Route Total Horiz Clear	05.5M			Status	POSTED	Posting Date			12/22/00		
(53) Min Vert Clear Over Bridge Rdwy	99.99M			Actual	2 Axle	3 Axle	5 Axle				
(54) Min Vert Underclear ref	N	00.00M		Recommended	17	22	34				
(55) Min Lat Underclear RT ref	N	00.00M		Missing Signs	N						
(56) Min Lat Underclear LT	00.00M			<b>Misc.</b>							
<b>Navigation Data</b>				Bridge Name				N Anti-missile fence N Acrow Panel N Jointless Bridge			
(38) Navigation Control - No navigation control on waterway	Code 0			Freeze/Thaw				N : Not Applicable			
(111) Pier Protection	Code			<b>Accessibility (Needed/Used)</b>							
(39) Navigation Vertical Clearance	000.0M			N / N	Liftbucket	N / N	Rigging	N / N Other			
(116) Vert-lift Bridge Nav Min Vert Clear	M			N / N	Ladder	N / N	Staging				
(40) Navigation Horizontal Clearance	0000.0M			N / N	Boat	N / N	Traffic Control	Inspection			
				Y / Y	Wader	N / N	RR Flaggerperson	Hours: 008			
				N / N	Inspector 50	N / N	Police				



**TOWN OF MAYNARD**  
**OFFICE OF THE TOWN ADMINISTRATOR**  
MUNICIPAL BUILDING  
195 Main Street  
Maynard, MA 01754  
Tel: 978-897-1375 Fax: 978-897-8457  
www.townofmaynard-ma.gov

Kevin A. Sweet  
Town Administrator

Andrew Scribner-MacLean  
Assistant Town Administrator

August 4, 2016

VIA ELECTRONIC & STANDARD MAIL DELIVERY

Mr. James Fenton  
Distinctive Acton Homes, Inc.  
PO Box 985  
Acton, MA 01720

RE: 129 Acton Street – Request to Amend Development Agreement

Dear Mr. Fenton:

At a meeting held on August 2, 2016, and in regard to the above noted matter, the Board of Selectmen unanimously voted to not amend the executed May 6, 2015 Development Agreement for the 129 Acton Street property.

If you should have any questions please feel free to contact my office at (978) 897-1375.

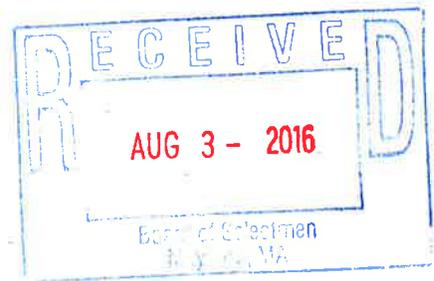
Sincerely,

TOWN OF MAYNARD

Kevin A. Sweet  
Town Administrator

Cc: Board of Selectmen

Richard Asmann  
Building Commissioner



8/1/16

THIS IS THE PARK  
THE TOWN OF MAYNARD  
WISHES TO DESTROY.  
THIS PARK MARKS THE  
SPOT WHERE THE STOW  
AND ASSABET VILLAGE  
MINUTE MEN MET ON  
THE WAY TO CONCORD.

JOHN D. DORA

RESIDENT OF  
9 HAYNES ST.

978 897-8031

# TOWN REPORT - 1974

156

## SEWER DIVISION

### Sewer Pumping Record

	Estimated *	1973	1974
January	16,857,900	24,800,000	46,940,000
February	15,172,900	22,400,000	40,561,000
March	17,524,100	35,000,000	57,052,000
April	18,030,300	33,500,000	40,363,000
May	19,730,400	31,100,000	46,342,000
June	17,569,400	32,500,000	39,887,000
July	15,337,000	28,600,000	39,575,000
August	19,730,400	38,800,000	48,987,000
September	17,730,400	41,045,000	43,770,000
October	16,730,400	31,760,000	49,296,000
November	15,730,400	36,340,000	50,962,000
December	15,000,000	42,185,000	52,971,000
	205,143,600	398,030,000	556,706,000

\* Flow meter not registering properly

### Sewer Services

New Sewer Services	15	Main Sewer Plant Block	25
House Service Block	25	Main Sewer Block	30
Dix Road Station Block	25		

## TREE DIVISION

### TREES, PARKS AND INSECT PEST CONTROL

#### PARKS

The Memorial Park downtown was maintained throughout the year and received regular mowing of grass, trimming of shrubs, fertilizing, etc. Flowers were planted for Memorial day. Park benches were painted and repaired and placed in different locations. A new park was constructed at the intersection of Acton and Haynes Sts. and it also received regular care. John A. Crowe Park was mowed regularly and the baseball diamond was kept in as good condition as possible.

#### SHADE TREES

75 shade trees of different varieties were planted throughout the Town. Other shade trees throughout the Town were trimmed and hazardous limbs removed, cavities were filled with concrete, trees damaged by automobiles were cleaned up and treated with

a tree heal removed. 8 back were cooperated property pl for infectio out the Town samples were Massachusetts infected. 1 removed.

#### POISON IVY

Poison Ivy C little equip were treated

#### INSECT PEST

Insect pest of equipment end of the s could be don spraying was

#### BEEES

Those bees th ble were remc removed.

#### RECOMMENDATIO

Pest Control of trees. Th

The use of sp and give the was a count o sixty trees. the ensuing y each year can of Dutch Elm

A special art: and removal of hopefully by c

# TOWN REPORT - 1975

## Sewerage Services

New Sewer Connections - 10      Dix Road Station Blocks - 6  
House Service Blocks - 22      Main Sewer Blocks - 23

The actual construction of the new Waste Water Treatment Facility was completed in November of 1975. We started operations and training in December.

We hope to have open house in the late spring of 1976. We wish to have residents in town visit the site and obtain a better understanding of where some of their tax-dollars are going to.

## PARKS DIVISION

The Memorial Park downtown was maintained throughout the year and received regular mowing of grass, trimming of shrubs, fertilizing etc. Flowers were planted for Memorial Day, park benches were painted and repaired and placed at various locations.

Plans for the future includes up-dating war memorial to include Korean and Vietnames War, also planting and woodchippings are planned for slopes. Along with new benches and walkways.

The John A. Crowe Park was mowed regularly, litter and debris picked-up, fertilized and bare spots seeded.

As part of the consideration for the land swap between Digital and the town, a sum of money was set aside for capital improvements at the park. A playground was constructed there consisting of a slide, swings, swinging bars and triple arch-climber. Additional apparatus will be installed next year, also planned is the surfacing of the Parking lot recently constructed. The tennis courts will be up-dated and the playing field itself will be improved through use of chemicals and seeding.

The park at the intersection of Acton, Haynes and Concord Street was maintained throughout the year and received regular mowing of grass, fertilizing, seeding of bare spots and planting of trees.

A new mini-park was created at the intersection of Mill Street and Great Road, berms were installed, some roadwork done, loam and seeding and two trees planted.

There are other locations in town that with a little work and material can be beautified and help enhance the appearance of the town.

In addition playground equipment was installed at the Coolidge School. This equipment was purchased by C.O.R.D. (Committee on Recreational Development) through fund raising endeavors.

This committee with our help at School, Green M their fine work

## TREE DIVISION

### Shade Trees

44 shade trees town. We get have asked for removing more

Other shade tr limbs removed, were cleaned up and fallen lin brush was cut obstructed vie

There were two first was on removal, there where 38 Maple was some conc trees had to Boston Edison their wires.

### Dutch Elm

Most of the E Disease, samp that appeared the Shade Tre analyzed to removed, some

We are still

### Poison Ivy

The control and chemical locations ar

### Insect Pest

Those bees t by a beekeep

# TOWN REPORT - 1976

## SEWERAGE SERVICES

New Sewer Connections - 6  
House Service Blocks - 33

Dix Road Station Blocks - 8  
Main Sewer Blocks - 32

The new wastewater treatment facility has been in operation for one year now. We have had the usual amount of operational problems that can be expected with putting a new plant on line.

Our most serious problem has been with the fluid bed reactor used for the incineration of the sludge. The manufacturer has been more than helpful in solving these problems most of which were as a result of some faulty construction of the refractory shell.

This plant is highly technical and sophisticated which result in various problems which have to be confronted on a daily basis.

We will be completing a 201 facilities plan for the future upgrading of the sewerage system during Fiscal-78.

## PARKS DIVISION

The Memorial Park downtown was maintained throughout the year and received regular mowing of grass, trimming of shrubs, fertilizing, etc. Flowers were planted for Memorial Day, park benches were painted and repaired and placed at various locations.

There are proposed plans for a new memorial to be constructed, these plans are being prepared by the Memorial Committee. An article for the construction will be presented at the Annual Town Meeting.

The John A. Crowe Park was mowed regularly, litter and debris picked up, fertilized and bare spots seeded.

The parking lot was penetrated with oil last Fall the final coat will be applied in the Summer of 1977. Additional playground equipment has been purchased and will be installed during the early summer.

The park at the intersection of Acton, Haynes and Concord Street was maintained throughout the year and received regular mowing of grass, fertilizing, seeding of bare spots and planting of trees.

## TREE DIVISION

### Shade Trees

37 shade trees of different varieties were planted throughout the town. We get more requests for trees than what we can provide. We have asked for additional money for tree plantings. We are also removing more each year than what we replace.

Other shade trees throughout the town were trimmed and hazardous limbs removed, cavities were filled with concrete, trees damaged were cleaned up and treated with a tree healing substance. Broken and fallen limbs were removed and cleaned up. The overhang-

# TOWN REPORT - 1977

## SEWER DIVISION

January	19,917,000	35,131,000	29,073,000
February	23,585,000	42,326,000	28,500,000
March	24,229,000	40,083,000	32,300,000
April	19,815,000	29,500,000	40,300,000
May	22,082,000	31,300,000	34,560,000
June	23,782,000	17,400,000	20,284,000
July	21,802,000	29,744,000	20,040,000
August	19,861,000	35,013,000	48,900,000
September	20,351,000	29,987,000	35,200,000
October	20,229,000	17,220,000	27,384,000
November	21,421,000	18,216,000	28,797,000
December	<u>21,359,000</u>	<u>23,911,000</u>	<u>30,903,000</u>
	258,433,000	349,831,000	376,241,000

Average Daily			
Flow	708,036	958,441	1,030,797

## SEWERAGE SERVICES

New Sewer Connections -	13	Dix Road Station Blocks -	10
House Service Blocks -	28	Main Sewer Blocks -	22

The wastewater treatment facility has been in operation for two years now. We have had the usual amount of operational problems that can be expected with putting a new plant on line.

Our most serious problem has been with the fluid bed reactor used for the incineration of the sludge. The manufacturer has been more than helpful in solving these problems most of which were as a result of some chemical compound that interact together which was causing the sand in the reactor to fuse together. We are now adding a clay on a daily basis to counteract this process.

This plant is highly technical and sophisticated which result in various problems which have to be confronted on a daily basis.

## PARKS DIVISION

The Memorial Park downtown was maintained throughout the year and received regular mowing of grass, trimming of shrubs, fertilizing, etc. Flowers were planted for Memorial Day, new park benches were purchased and placed at various locations at the park.

The John A. Crowe Park was mowed regularly, litter and debris picked up, fertilized and bare spots seeded.

The parking lot was sand-sealed last fall. Additional playground equipment has been purchased and will be installed during the early summer of 1978.

The park at the intersection of Acton, Haynes and Concord Street was maintained throughout the year and received regular mowing of grass, fertilizing, seeding of bare spots and planting of trees.

## TREE DIVISION

### Shade Trees

39 shade trees of different varieties were planted throughout the town. We get more requests for trees than what we can provide. We have asked for additional money for tree plantings. We are also removing more each year than what we replace.

Other shade trees throughout the town were trimmed and hazardous limbs removed, cavities were filled with cement, trees damaged were cleaned up and treated with a tree healing substance. Broken and fallen limbs were removed and cleaned up. The overhanging brush was cut from along the roadsides and at intersections that obstructed view.

There were 78 tree stumps ground up. There were 71 shade trees topped out during the year. There were 88 tree trunks removed and delivered to residents within the town who requested them for firewood. This policy saves precious space at our landfill and provides residents with a way to conserve energy and save money.

### Dutch Elm

Most of the Elm Trees were observed for infection of the Dutch Elm Disease, samples

# TOWN REPORT - 1978

Once the 208 Study has been agreed to the next section 201 which is for the individual wastewater management plans will be accepted and received.

The Public Works has gone on record as being against the wastewater treatment plant advancing to tertiary treatment. This advance treatment will probably cause the present operating budget to increase by over 50%. The town should put a lot of thought to these proposed improvements before favorable action is taken.

## PARKS DIVISION

The Memorial Park was maintained throughout the year and received regular mowing of grass, trimming of shrubs, fertilizing, etc. All trash and debris were removed on a regular basis. Flowers were planted in the park around the monument for Memorial Day.

A drinking fountain donated by the Maynard Women's Club was installed last spring. This has been a great asset to the park, as there are so few drinking fountains close to the central business district.

The John A. Crowe Park was mowed regularly, letter and debris picked up, fertilized and bare spots seeded. The additional playground equipment will be installed during the summer of 1979.

The park at the intersection of Acton, Haynes and Concord Street was maintained throughout the year and received regular mowing of grass, fertilizing, seeding of bare spots and planting of trees.

## TREE DIVISION

### Public Shade Trees

Public Shade Trees planted spring/fall	- 38
Public Shade Trees topped out	- 55
Public Shade Tree trunks removed	- 35
Public Shade Tree stumps ground up	- 62
Public Shade Trees trimmed(aerial bucket)	-135

The public shade tree requests for planting continually exceed the amount we may purchase. As a rule of thumb for every public shade tree you remove you should replant three. We are currently replacing at less then a one for one level. We have requested more money to double the amount of trees that we are replacing each year.

Various shade trees throughout the town were trimmed and hazardous limbs were removed. The broken and fallen limbs were removed and cleaned up. The over hanging brush was cut from along the roadsides and at the intersections that obstructed the view for motorists.

We have put more emphasis into trimming of dead and decayed limbs from trees in hopes of prolonging the life. This is a more costly method, but would probably offset itself, by saving more trees then planting new ones in their place.

There was one public hearing held in March for the "cutting of Public Shade Trees". There were 182 tree's posted for removal at this time. As a result of several objections and a complete overview of the system it was decided to make every effort to trim the tree before topping it out, unless the tree was a public safety hazard.

### Dutch Elm

Most of the Elm Trees were observed town wide for infection of the Dutch Elm Disease. Samples were taken from those trees believed to be infected.

There were 16 samples sent to the Shade Tree Laboratories, U. Mass, where they were analyzed to determine if they were infected. There were 28 trees removed that were either completely infected or dead.

### Weed and Poison Ivy Control

The control of weeds and poison ivy is limited due to the lack of equipment and chemicals. The small amounts that were treated at various locations around town was limited to town land only.

### Insect Pest Control

Due to lack of funds the insect pest control is very limited. The department removed some 25 wasp-hornet nests last fall. This work has to be done at nightfall.

We have been limiting the spraying for other insects such as aphids, to the trees and shrubs on town owned land; cemetery, parks, municipal buildings.

## Becky Mosca

---

**From:** Mike Chambers <chambersm@oscie.com>  
**Sent:** Tuesday, August 09, 2016 8:34 PM  
**To:** Becky Mosca; Aaron Miklosko  
**Subject:** Crowe Park

Honorable Board of Selectmen,

The Maynard Baseball Charitable Corp. would like to thank the Board of Selectman and the Town of Maynard for the use of Crowe Park for our spring and summer baseball programs. This year our spring and summer programs served seventy-seven players ages 13 – 18 in both recreational and competitive baseball. The field was also used by the Maynard Boys and Girls Club for their spring Tot Soccer Program and by the Assabet Valley Little League for their T-Ball Program. I am happy to report there were no incidents at Crowe Park concerning baseballs going in neighbor's yards.

I would also like to thank the Maynard Department of Public Works and Aaron Miklosko for the tremendous job in keeping the field cut and playable and for their recent job in removing the weeds from the infield clay. This spring and summer has not been favorable to keep fields green but Crowe Park hasn't looked this good in many years! None of our surrounding communities have green baseball fields and some are in such bad shape that baseball cannot be played on them. The Town of Maynard should be proud of the DPW for maintaining their fields in a very difficult and dry spring and summer! Again, many thanks for the use of Crowe Park as it is greatly appreciated by our organization!

Thanks,  
Mike Chambers – MBCC President

---

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Date: August 16, 2016

**Molly Bergin**  
6 1 Oak Ridge Drive

*You are hereby appointed to the*

***Cultural Council***

*Term expires: June 30, 2019*

FOR THE

**TOWN OF MAYNARD**

PLEASE BE SWORN IN AT THE TOWN CLERK'S OFFICE.

**BOARD OF SELECTMEN**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sworn: \_\_\_\_\_

\_\_\_\_\_

Town Clerk

## Becky Mosca

---

**From:** Tim Hess <tim@studioinsitu.com>  
**Sent:** Wednesday, August 03, 2016 11:18 AM  
**To:** Becky Mosca  
**Cc:** Brent Mathison  
**Subject:** Re: Cultural Council vacancy

Hi Becky,

We have another resignation from the Cultural Council. My former co-chair, Heather Western has gone back to school full-time in addition to her work as a nurse, so she has stepped-down.

We also have a new friend Molly Bergen who has attended a few of our recent meetings, and has written this morning to declare her interest in serving on the Council.

Will you please convey Molly's interest (as expressed via the email at the start of this thread) to the BoS, and find an agenda spot for them to consider her candidacy for appointment?

Please call or email with any questions.

Thanks!  
Tim

W. Timothy Hess, AIA  
Design Director

## InSitu

STUDIO INSITU ARCHITECTS, INC  
63 Main Street, Maynard, MA 01754  
[www.studioinsitu.com](http://www.studioinsitu.com)

landline: 978.461.6114  
Tim's mobile: 508.517.6289

On Wed, Aug 3, 2016 at 9:36 AM, Molly Bergin <[MBERGIN@mcwaltervolunteer.com](mailto:MBERGIN@mcwaltervolunteer.com)> wrote:

Tim:

I would like to apply for the vacancy on the Cultural Council. Maynard is moving in a positive, exciting direction and I would like to be a part of it and I think the Cultural Council is a vital part of this new direction.

I am a licensed insurance agent and have been working in Maynard for the last 20 years at McWalter- Volunteer Insurance and have been living in Maynard for the last 11 years. Prior to Maynard, I was born, raised, and lived in Concord.

While in Concord I served on the following committees:

Public Ceremonies and Celebrations Committee (6 years and 4 years as Chair)

Chair of the War Memorial Restoration Project

Melvin Memorial Restoration Project

Thomas Hudner Dedication Project

Currently I am serving on the Maynard Zoning Board of Appeals, a Trustee for the Oak Ridge Condo Association and an Associate Member of the Concord Independent Battery.

Thank you,

Molly

***Molly Bergin***

***McWalter-Volunteer Insurance***

***81 Main Street Maynard, Ma. 01754***

***[email:mbergin@mcwaltervolunteer.com](mailto:mbergin@mcwaltervolunteer.com)***

***<tel:978-897-6200>***

***[fax:978-897-2447](tel:978-897-2447)***



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## OFFICIAL PROCLAMATION

### COMMONWEALTH OF MASSACHUSETTS TOWN OF MAYNARD

- WHEREAS:** In 1872, J Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for planting trees; and
- WHEREAS:** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- WHEREAS:** Arbor Day is now observed throughout the nation and the world; and
- WHEREAS:** trees can reduce erosion of topsoil by wind and water; cut heating and cooling costs; moderate the temperature; clean the air; produce oxygen and provide habitat for wildlife; and
- WHEREAS:** trees are a renewable resource that give us countless wood products; and
- WHEREAS:** trees in our town increase property values; enhance the economic vitality of business areas; beautify our community; and
- WHEREAS:** trees, whenever they are planted are a source of joy.

**NOW, THEREFORE, WE,** the Maynard Board of Selectmen in recognition of Arbor Day do proclaim the last Friday of April as

***“Arbor Day”***

in the Town of Maynard, Massachusetts.

Given in the Selectmen’s Chambers this Sixteenth day of August, in this year Two Thousand and Sixteen.

#### Maynard Board of Selectmen

---

Chairman Chris DiSilva

---

Clerk Jason Kreil

---

Selectman David Gavin

---

Selectman Tim Egan

---

Selectman Terrence Donovan





## OFFICE OF THE SELECTMEN

Maynard, Massachusetts

### PERMIT One – Day, Block Party

*This permit is issued to*

***Nichole Karlon***

Cell #

*For the following purpose:*

***Location of party – Driscoll Avenue – Lower end***

***Date of party, Sunday, August 21, 2016***

***Time of party, from 5:00 pm until 7:00 pm***

*Subject to the conditions as herein stated:*

This permit is issued upon the specific condition that the Town of Maynard will not be held responsible or in any manner liable for and shall be indemnified by the Permit holder against any and all causes of action, damages, injuries/or other claims arising out of or relating to the issuance of this permit.

#### **Board of Selectmen:**

---

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---

---

---

## Becky Mosca

---

**From:** NICHOLE KARLON <nicholekarlon@yahoo.com>  
**Sent:** Saturday, August 06, 2016 9:04 PM  
**To:** Becky Mosca  
**Subject:** Re: Block party

I'm sorry it's 5-7pm

Sent from my iPhone

On Aug 6, 2016, at 4:31 PM, NICHOLE KARLON <[nicholekarlon@yahoo.com](mailto:nicholekarlon@yahoo.com)> wrote:

Aug 21. 2-5pm

Sent from my iPhone

On Aug 6, 2016, at 2:55 PM, Becky Mosca <[BMosca@TownofMaynard.net](mailto:BMosca@TownofMaynard.net)> wrote:

NICHOLE,

What is the date - plus a rain date. We can add this to the next Board of Selectmen's agenda. 8/16/16. What enter and exist do you want blocked. We have DPW drop off the horses on a Friday and then they pick up on Monday. We flag Police and Fire if it's a slow stop we send a car and truck over for kids. Please confirm your date Thanks,

Becky Mosca  
Sent from my iPad

On Aug 6, 2016, at 8:41 AM, NICHOLE KARLON <[nicholekarlon@yahoo.com](mailto:nicholekarlon@yahoo.com)> wrote:

Hi Becky

Our neighbors are hosting a block party from 5-7pm this weekend. How do we go about getting the street shut down for 2 hours. It's just the lower end of Driscoll Ave.

Thank you

Sent from my iPhone

---

Total Control Panel

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From: [nicholekarlon@yahoo.com](mailto:nicholekarlon@yahoo.com)

*You received this message because the sender is on your allow list.*

## Becky Mosca

---

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Aug 21. ~~2pm~~ 5 to 7pm

Sent from my iPhone

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Thank you

Sent from my iPhone

---

Total Control Panel

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From: [nicholekarlon@yahoo.com](mailto:nicholekarlon@yahoo.com)

*You received this message because the sender is on your allow list.*

## Becky Mosca

---

**From:** NICHOLE KARLON <nicholekarlon@yahoo.com>  
**Sent:** Tuesday, August 09, 2016 6:35 PM  
**To:** Becky Mosca  
**Subject:** Re: Block party - draft of permit attached

There is no rain date.

9783601471

Thank you

Sent from my iPhone

On Aug 9, 2016, at 2:19 PM, Becky Mosca <[BMosca@TownofMaynard.net](mailto:BMosca@TownofMaynard.net)> wrote:

Nichole,

BOS will approve on 8/16/16.

See attachment –

Do you have a rain date in case you need to have this event the following week-end?

What is your cell #

Becky

---

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**To:** Becky Mosca  
**Subject:** Re: Block party

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NICHOLE,

What is the date - plus a rain date. We can add this to the next Board of Selectmen's agenda. 8/16/16. What enter and exist do you want blocked. We have DPW drop off the horses on a Friday and

TOWN OF MAYNARD  
**Cemetery Department**

DEED N<sup>o</sup> 2030

This Certifies that Jerome R. Christian

1 Loring Avenue, Maynard, MA 01754 is

proprietor of Lot No. 2-13 Section No. 21 NC in

Glenwood Cemetery, Maynard, Massachusetts, and that said lot shall be holden subject to all the by-laws, rules and regulations made, and to be made by the Board of Selectmen.

Scaled, Signed and Delivered  
in the presence of

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

Dated August 16, 2016

Board of Selectmen of the Town of Maynard



## OFFICE OF THE SELECTMEN

Maynard, Massachusetts

### PERMIT One – Day, Cultural Council

*This permit is issued to*

***Tim Hess***

Cell # 508-517-6289

*For the following purpose:*

***Location of CC-Grant Event – Basin of Town Parking***

***Date of Grant Event, Thursday, September 8, 2016***

***Time of party, from 7:00 pm until 10:00 pm***

*Subject to the conditions as herein stated:*

This permit is issued upon the specific condition that the Town of Maynard will not be held responsible or in any manner liable for and shall be indemnified by the Permit holder against any and all causes of action, damages, injuries/or other claims arising out of or relating to the issuance of this permit.

#### **Board of Selectmen:**

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# LICENSE ALCOHOLIC BEVERAGES



THE LICENSING BOARD OF THE  
*TOWN OF MAYNARD*  
MASSACHUSETTS

HEREBY GRANTS A

*Fee:*  
*\$ waive*

*One Day*  
*License to Sell Beer and Wine to*  
**Town of Maynard**  
**d/b/a Cultural Council**

195 Main Street, Maynard, MA 01754

*Tim Hess # 508 517-6289*

*License Number: ODL15-Pleasant-092714*

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license is granted for the following dates/times/locations unless sooner suspended, cancelled or revoked:

**Delivery: Wednesday, Sept. 7, 2016**

**Sales & Consumption: Thursday, September 8, 2016 from 7:00 pm to 10:00 pm**

**Return Delivery: Friday, September 9, 2016**

License grants permission to temporarily use the marked off parking area. No Smoking is allowed within the permitted space.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures  
this 16th day of August, 2016.

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

\_\_\_\_\_  
LICENSING BOARD

THIS SPECIAL LICENSE SHALL BE DISPLAYED IN A CONSPICUOUS POSITION AT THE LICENSED PREMISES WHERE IT CAN EASILY BE READ. THIS SPECIAL LICENSE IS NON-TRANSFERABLE TO ANY OTHER PERSON, CORPORATION, OR ORGANIZATION.

This permit is issued upon the specific condition that the Town of Maynard will not be held responsible or in any manner liable for and shall be indemnified by the Permit holder against any and all causes of action, damages, injuries/or other claims arising out of or relating to the issuance of this permit.



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#### **Board of Selectmen:**

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# Cultural Council Maynard

195 Main Street, Maynard, MA 01754

## 2016 Grant Cycle Launch Party *notes for July 20 conversations w/ neighbors+partners*

A party to kick-off the 2016 Maynard Cultural Council grants cycle  
(which runs from Sept. 1 to Oct. 17)

To encourage applications from a wider variety of artists  
For this year's cycle, Grant Applicants are encouraged / challenged to explore  
attributes, qualities, aspects, and values of **water**.

We will express qualities of water in the environment decorated for the party

The Council sees this event as a:

Demonstration of the vitality of the arts in Maynard  
Exploration to inspire and enhance possibilities for the Basin

Event Date: Thursday, September 8th

Time: 7pm – 10pm?

Tent approx 20ft by 30ft *Lower Parking Lot basin*  
In the space behind ~~Middlesex Bank and 6 Bridges Gallery~~  
Will be in-place at least 24hrs, maybe be 2-3 days, depending on provider

Circulation: pedestrians will be impeded slightly before and after event  
Entry to the party via alley

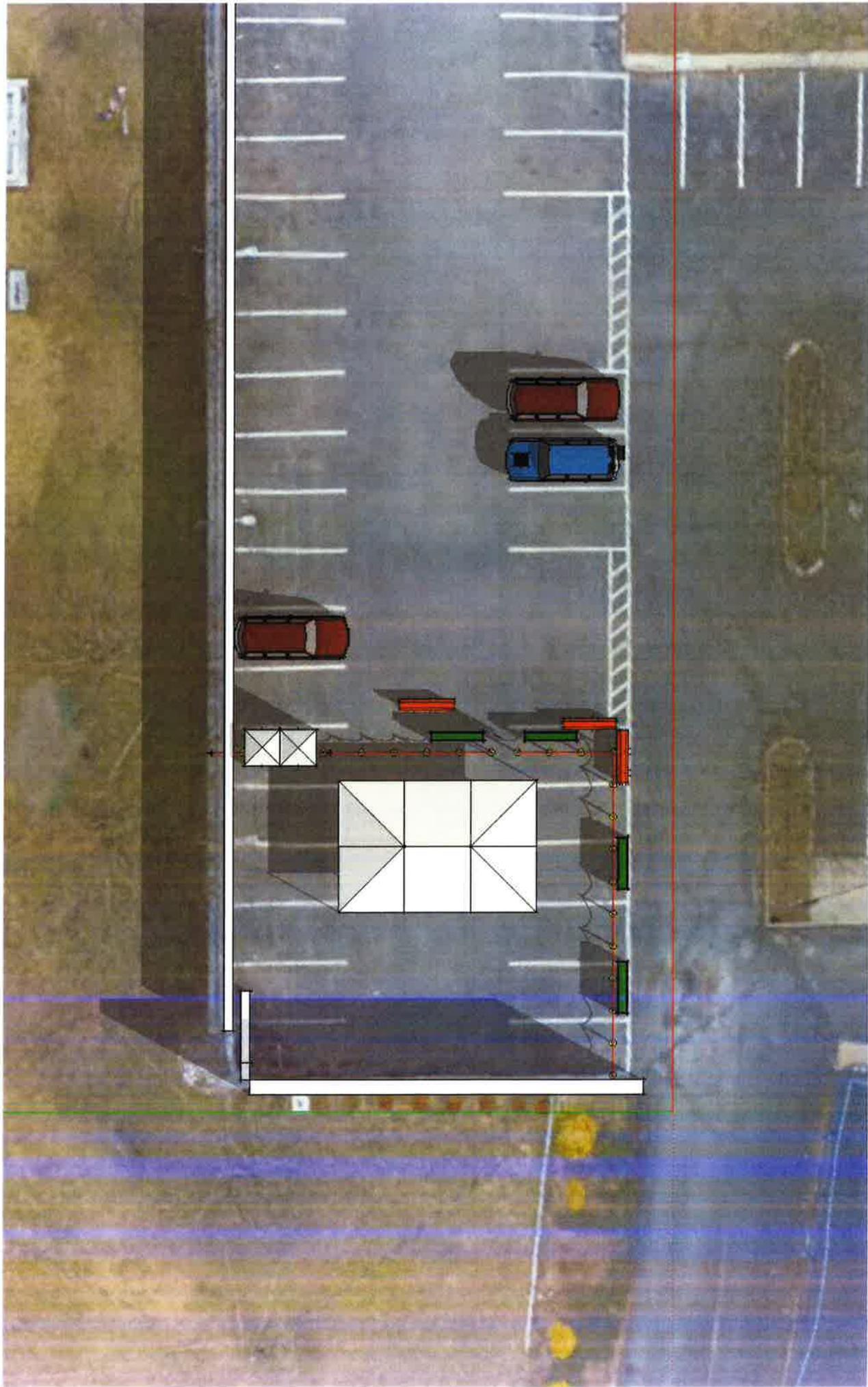
Vehicle and Parking : vehicular circulation will be impeded slightly before and after the event  
parking before and after can continue nearly as usual

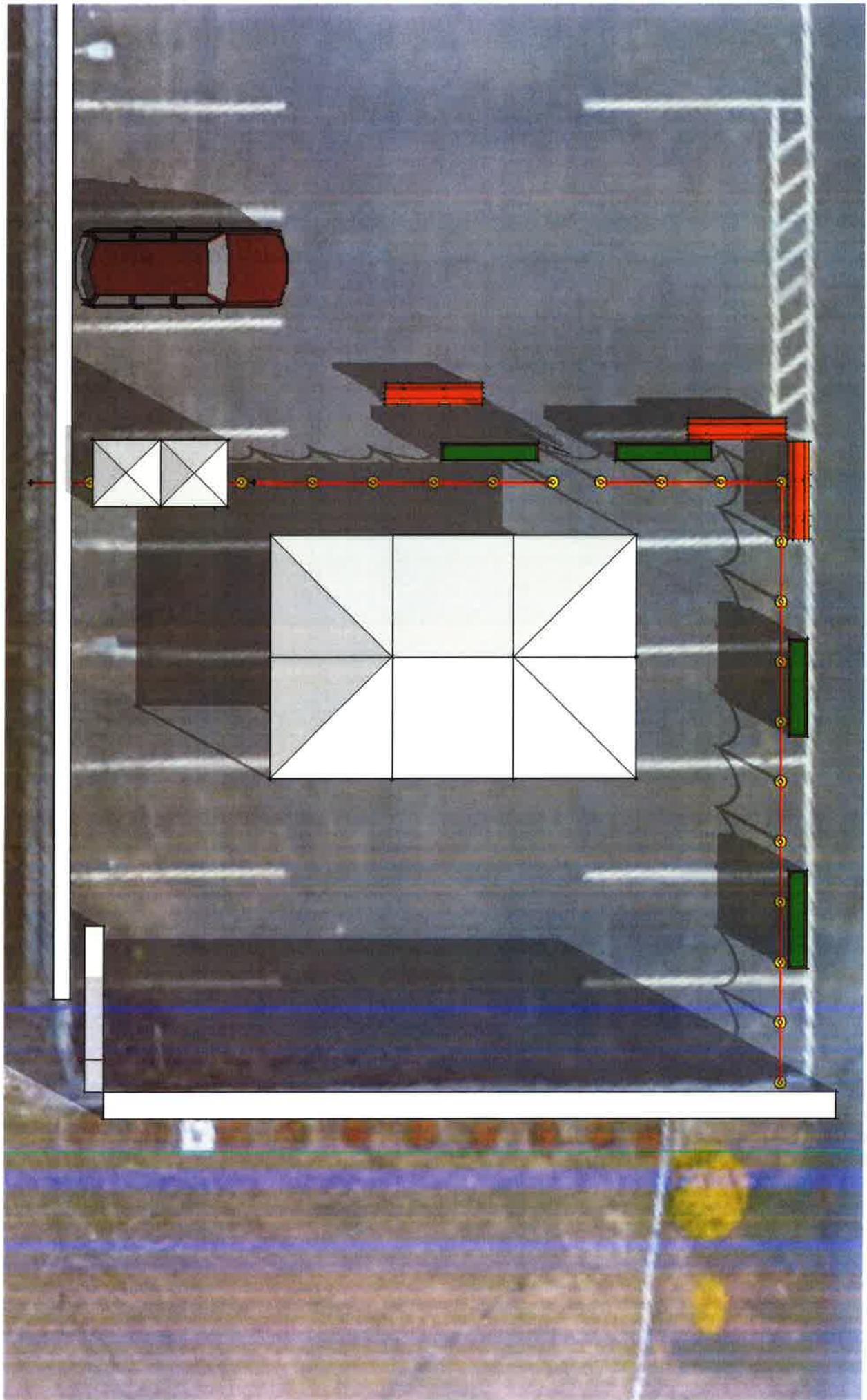
Dumpsters *can these be removed or relocated for 2-3 days?*  
Some clean-up and odor remediation will be required

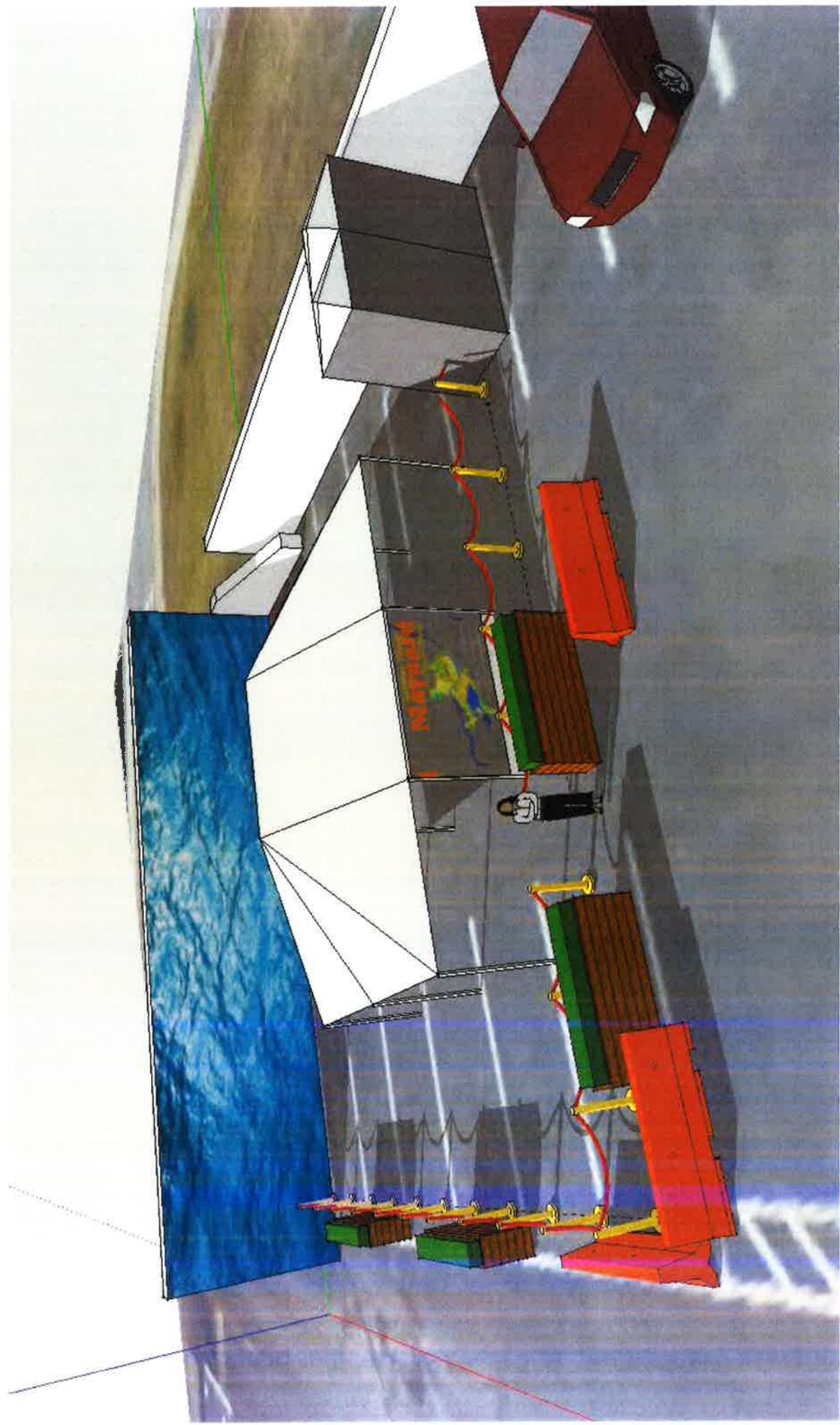
Decorations may include lights, sidewalk paints, video projection and maybe a fountain

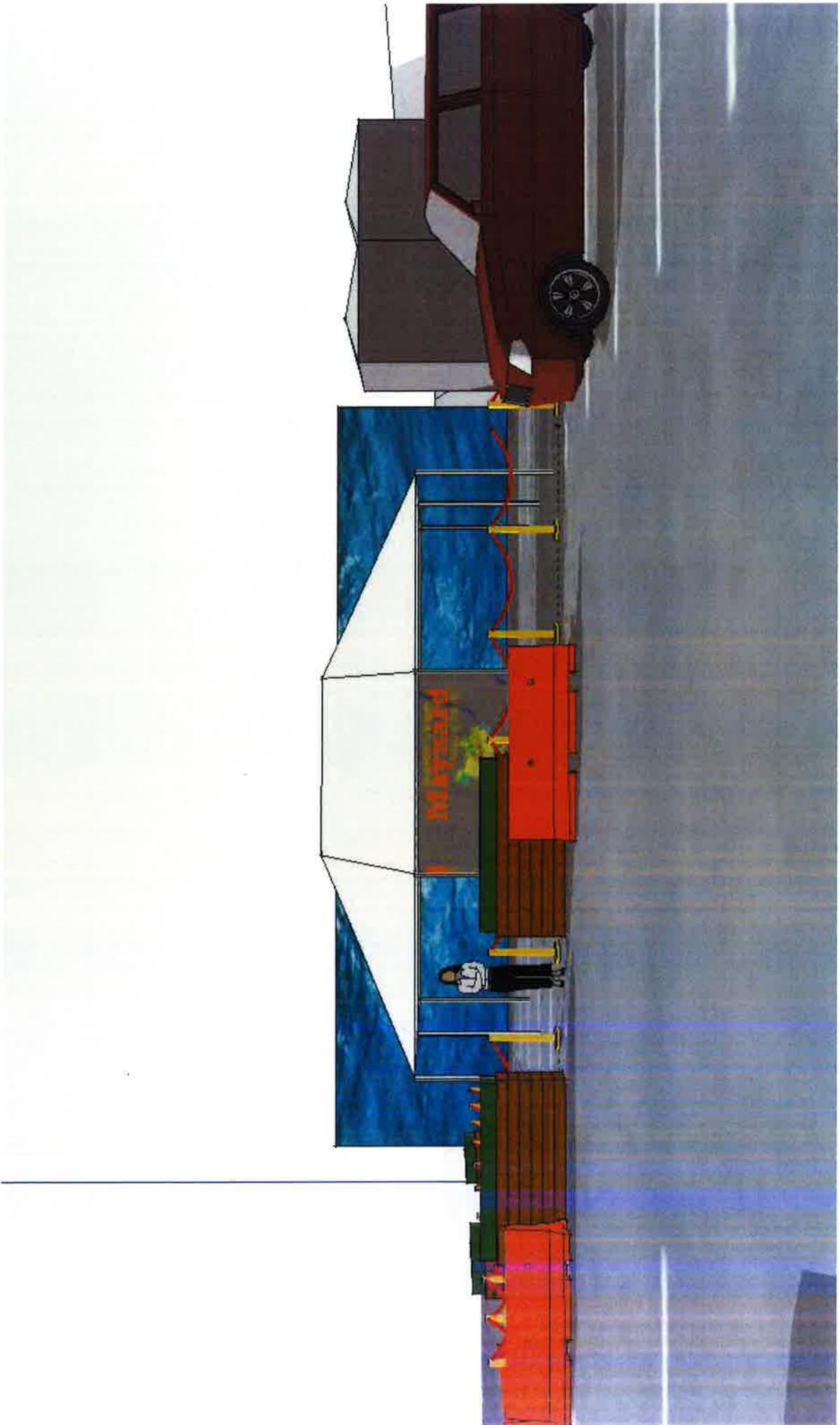
Food/Bev/Alc after beer+wine will be served, and we will encourage guests to dine in town before or after

Other: ???













**TOWN OF MAYNARD**  
**Office of Board of Selectmen**  
MUNICIPAL BUILDING  
195 Main Street  
Maynard, MA 01754  
Tel: 978-897-1351 Fax: 978-897-8457  
www.townofmaynard-ma.gov

Kevin Sweet  
Town Administrator

July 20, 2016

This request is for a letter to be posted at 2 Rice Road, Maynard, MA. 01754

Request for Constable: *Mary B. McCure*  
Signature, **Mary McCure**

Date: 7/20/16  
@ 10:25 A.M.

This request is for a letter to be posted at 2 Rice Road, Maynard, MA. 01754

Letter to be Posted at 2 Rice Road: *James L. Cook*  
Signature, **Cook**

Date: 7-20-16

Date received at Town Hall: JUL 20 2016  
Stamp date

Return to Kevin Sweet  
Town Administrator  
195 Main Street  
Maynard, MA. 01754

Cc: Town Clerk  
Board of Selectmen's Office



TOWN OF MAYNARD  
NOTICE OF PUBLIC HEARING

The Board of Selectmen will hold a public hearing on August 16, 2016 at 7:15 PM in the Michael Gianotis Room of Town Hall, 195 Main Street, Maynard, MA pursuant to the report and petition of the Maynard Building Commissioner that the presence of four (4) uninhabited camping trailers at 2 Rice Road, Assessor's Map 4 Parcel 124 constitutes a nuisance under Chapter IX, Section 22.2.5. All interested parties may attend and be heard at that time. A copy is on file with the Town Clerk.

Maynard Board of Selectmen

Chair, Chris DiSilva

Jason Kreil

David Gavin

Terrence Donovan

Tim Egan



## Maynard Building Department

195 Main Street  
Maynard, MA 01754

Tel: (978) 897-1373

Fax: (978) 897-8489

July 18, 2016

Jean L. Cook  
2 Rice Road  
Maynard, MA 01754

### **Re: 2 Rice Road, Assessor's Map 4 Parcel 124**

Dear Ms. Cook,

This office has received a number of citizen complaints concerning the placement of 4 camping trailers at your residence, 2 Rice Road in Maynard. The complaints, for the most part, centered on the visual impact to the neighborhood and altering the nature of the property to one that is non-residential in character. Some complaints suggested that the activities on the property were consisted with that of a junk dealer or that of unpermitted home business involving the renovation and sale of these trailers. After an inspection of your property on May 18, 2016, I documented the following:

- 1) 1 medium size and 2 small camping trailers in a fenced in side/rear yard area;
- 2) 1 small camping trailer in the front/side yard located less than 25 feet from the street line;
- 3) All 4 trailers show signs of being in the process of restoration;
- 4) None of the trailers show any indication of habitation;
- 5) None of the trailers had functional plumbing or cooking facilities.
- 6) Your daughter, Ann-Marie, has asserted that she is not restoring these trailers for resale.

In reviewing this situation for possible violations under the Maynard Town By-laws or Protective Zoning By-Laws, I made the following findings:

- 1) These non-motorized camping trailers do fit within the definition of 'Trailer' in the Zoning By-laws;
- 2) The current Zoning By-law for trailers (Section 7.4) is unserviceable. Taken literally, Section 7.4.2 requires a Special Permit for every recreational, camping or travel trailer in the Town of Maynard, regardless of size, whether or not motorized and whether or not garaged. It is difficult and too much of a leap in reasoning to assume that there was a grammatical error at the time of writing that would have allowed one trailer by right with additional trailers by Special Permit. The definition of trailers applies to non-motorized recreational trailers with or without kitchen and bathroom facilities (which may be up to 45 feet long) and to something as large as a doublewide motor home. For this reason, I cannot assume the By-laws' intent to allow one trailer by right.
- 3) The smaller trailers on the property range in length from around 10 to 17 feet. The medium size trailer is close to 35 feet in length. Ann-Marie had mentioned during my

inspection that she might use one or more of the trailer as a shed for storage. There is no local definition for what constitutes the accessory structure called a shed. There are no limits on the material or appearance of these structures. The State Building Code does not require a foundation or anchorage for detached one to two family use accessory structures 200 square feet or less in area. Such structures would have to meet setback and coverage requirements of the Maynard Protective Zoning By-laws. The area of the parcel at 2 Rice Road is  $\approx$  12,327 sq. ft. The allowable coverage on this lot of structures with roofs is  $\approx$  1,849 sq. ft. The current on this parcel by the house and porch is 1,450 sq. ft. Therefore, if you or Ann-Marie wanted to use the trailers as sheds, you would be limited to two of the smaller trailers or just the medium size trailer (which would require a Building Permit and a suitable foundation and anchorage).

- 4) It is my opinion that these trailers do not fall under the provisions of Chapter IX, Section 21 of the Town By-laws, concerning unregistered motor vehicles.
- 5) It is also my opinion that the presence of all 4 trailers on the parcel may constitute a nuisance under the provisions of Chapter IX, Section 22 of the Town By-laws. Section 22.2.1 defines blight as, "Any condition seriously impairing the value, integrity, strength, durability or appearance of real property." An argument can certainly be made that this collection of trailers on one single family lot affects not only the value of this parcel but others in the immediate neighborhood.

Therefore, it is my opinion that this condition constitutes a nuisance under the Town's general By-laws. A copy of this report will be filed with the Town Clerk's Office. Pursuant to Chapter IX, Section 22.3.1, the Board of Selectmen will set a hearing date within 30 days receipt of the report.

Respectfully,



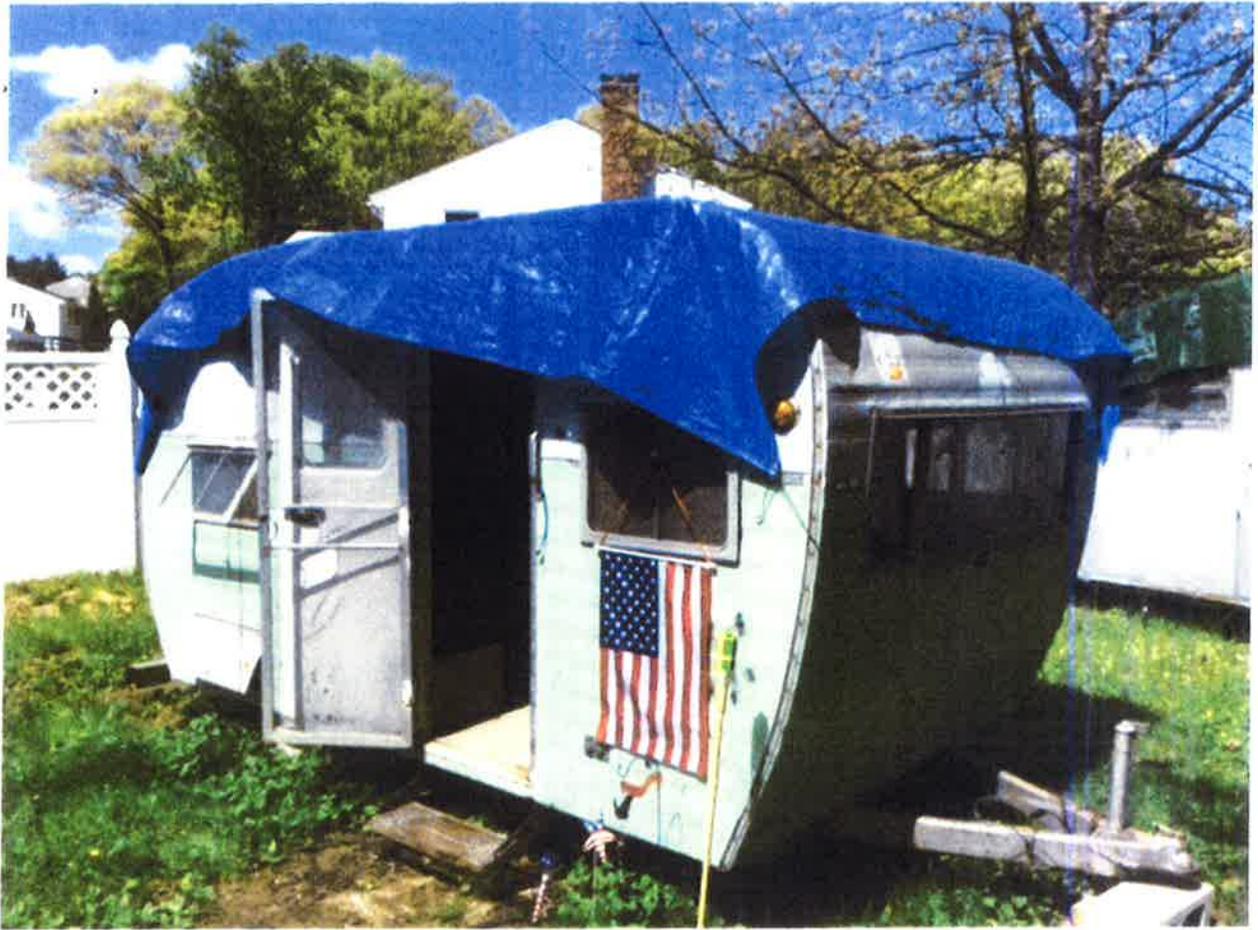
Richard A. Asmann  
Maynard Building Commissioner

CC: Kevin Sweet, Maynard Town Administrator

**Attest: A True Copy**



Town Clerk





129 Parker Street Development, Maynard, Massachusetts

MEMORANDUM OF AGREEMENT

August \_\_\_\_, 2016

**I. Preliminary Statement**

This contract, executed by the Parties on \_\_\_\_\_ 2016, shall become effective immediately upon passage by Maynard Town Meeting's approval of the Concept and Signage plans or revisions thereto, identified in Section III of this Agreement, is a "Memorandum of Agreement" ("MOA") between Maynard Crossing, JV, LLC, the property owner, its successors and assigns and the Town of Maynard ("Town of Maynard" or "Town") in accordance with Section 9.3.3 of the Neighborhood Business Overlay District ("NBOD") as codified in the Zoning By Laws of the Town of Maynard, as amended through January 2016. The Property Owner's commitments and terms listed in this MOA are offered freely and in response to the calculation of development impacts from the proposed 129 Parker Street development. This MOA shall hereafter be in full force and effect with the offers and conditions set forth below and shall supersede and replace any prior Agreements by and between the parties as it relates to the property that is subject to this Agreement.

The Parties to this MOA are:

- A. The Town of Maynard, Massachusetts, by and through its Board of Selectmen. As used in this MOA, "Maynard" shall also mean the Town of Maynard as a municipal entity or its Boards, Commissions, Departments and staff, as applicable in context.
- B. Maynard Crossing, JV, LLC, with a business address of 259 Turnpike Road, Southborough MA, 01772, which is the fee simple owner of the property located at 129 Parker Street, Maynard, Massachusetts and its successors, assigns, mortgagees and all others taking title in fee or less than fee or otherwise acquiring an interest to a part or all of the Property described herein (all the above hereinafter identified as "the Owner").

The property that is the subject of this MOA located at 129 Parker Street, Maynard, Massachusetts, and identified a Assessor's map number 25 and parcel number 152 ("the Property"). The legal description of the Property is attached hereto as Exhibit A. In addition to the legal binding effect of this MOA, it is understood and agreed that the Owner will apply for various approvals from, among others, the Maynard Planning Board, that may include but not be limited to, Site Plan and Special Permit approval pursuant to the Maynard Zoning Bylaw. The Owner agrees to be bound by such terms and conditions imposed by the Planning Board; terms and conditions that are to be considered in addition to, those contained herein. Accordingly, nothing in this MOA shall be construed as authorizing development of the locus independent of the approvals required from the Planning Board pursuant to the Zoning Bylaw.

Notwithstanding the foregoing nothing in this agreement shall constitute a waiver of Owner's rights of appeal under G.L.c. 40A or otherwise as to Site Plan Review or any Special Permit.

**II. RECITALS**

Whereas the Owner asserts that it owns the Property in fee simple; and

Whereas Owner is proposing a mixed use development containing, without limitation as to specific final use, residential apartments, independent senior living, retail/commercial/office buildings and a supermarket (the “Project”); and

Whereas the Maynard Special Town Meeting held on June 12, 2006 approved an amendment to the Maynard Zoning Bylaw that rezoned the Property to the NBOD; and

Whereas, the June 12, 2006 approval of the NBOD authorized the then Owner and its successors to submit a "Concept Plan" regarding the proposed development of the Property to Town Meeting; and

Whereas, the NBOD significantly expands the uses allowed on the Property; and  
Whereas Owner is the successor in interest of the previous owner of the Property, 129 Parker Street, LLC; and

Whereas 129 Parker Street, LLC executed a Memorandum of Agreement dated December 20, 2006 for the Property which Memorandum of Agreement remains in full force and effect; (the “2006 MOA”) and

Whereas Town Meeting approved a Concept Plan dated December 12, 2006, revised December 20, 2006; and

Whereas the Planning Board of the Town of Maynard issued a Site Plan Approval and Parking Special Permit on September 8, 2009 incorporating the essential terms of the 2007 Concept Plan and the 2006 MOA which Site Plan Approval and Special Permit remain in full force and effect; and

Whereas Town Meeting further amended the NBOD Zoning Bylaw at a Special Town Meeting on January 11, 2016 through which additional uses by right and special permit were added to the NBOD; and;

Whereas Owner, pursuant to the approval by Town Meeting of the NBOD Amendment, intends to submit a revised Concept Plan and a Signage Concept Plan to Special Town Meeting in September 2016, which Revised Concept Plan and Signage Concept Plan require approval by a majority vote of the Town Meeting so as to enable the Owner to proceed to Site Plan Review and Special Permit applications as provided in the Zoning By-Law; and

Whereas, the Owner and the Town have agreed to amend the existing 2006 MOA on the terms and conditions hereinafter set forth so as to facilitate development of the Property consistently with the NBOD as amended by Special Town Meeting (January 2016) and

Whereas the Owner has agreed to mitigate the impact of the proposed project on the immediate neighborhood and the Town for its and the Town's benefit;

NOW, THEREFORE, in consideration of the Town, acting through its Board of Selectmen, supporting the NBOD Zoning Amendment at Special Town Meeting and supporting the Revised Concept Plan and Signage Concept Plan for the Project and of Owner offering to and agreeing to take and implement specific actions and to forbear from certain uses so as to offset the specific development impacts of the proposed Project, the parties hereto agree as follows, including, without limitation those voluntary offers of mitigation and use made by Owner and accepted by the Town, all as hereinafter set forth.

### III. TERMS OF AGREEMENT

#### 1. Description of Project and Revised Concept Plan.

The Project may not exceed or expand the following components, each constructed in compliance with the dimensional requirements of the Maynard Zoning Bylaw, generally, and as may be approved by the Planning Board:

A. Residential Apartments. Not more than 180 residential apartments with not more than 256 bedrooms (plus two bedrooms for each additional unit greater than 175) situated in not more than three multi unit buildings and two "carriage houses", all as shown on the plans identified below. The maximum number of units applies regardless of the permitting mechanism used to construct said dwelling units. For up to and including 175 dwelling units no fewer than seventeen (17) of the dwelling units constructed within the Project shall be made available for rent, for the longest period permitted by law, to individuals or families earning less than eighty percent (80%) of the median income of Maynard, as that figure is determined from time to time by the Commonwealth of Massachusetts ("affordable unit") All additional dwelling units greater than 175 shall be affordable units.

B. Senior Independent Living or Continuing Care Retirement Community. Any senior independent living or continuing care retirement community shall consist of not more than 143 units.

C. Retail/office/commercial space including supermarket, with a total gross floor area not to exceed 310,000 square feet.

The Project as described above is shown on the plan consisting of multiple sheets and pages dated June 28, 2016 entitled, "129 Parker Street, Maynard, MA, Concept Plan Submittal" prepared by CI Design, Inc., and includes any and all supporting materials, including, but not limited to, the Traffic Assessment dated December 7, 2015 prepared by Green International Affiliates Inc. ("the Project" or "Concept Plan", as applicable). The signage for the Project is shown on the plan consisting of multiple sheets and pages dated June 28, 2016 entitled "Maynard Commons, Retail and Residential Graphics: Branding & Wayfinding, Revised Concept Design 3", prepared by Gamble Design, LLC.

2. Payment of Consultants and Legal Costs.

A. The Owner offers to pay the reasonable fees of review consultants (including Town Counsel and/or other attorneys) hired by the Town in connection with the Town's review and consideration of the NBOD, this Amended and Restated MOA, the Revised Concept Plan and supporting materials and applications for site plan or special permit approvals. The Town's selection of consultants and attorneys shall be subject to Owner's reasonable approval and compliant with all applicable laws, rules and regulations pertaining to the engagement of such consultants and attorneys by municipalities in connection with the development of private projects.

As it relates to this section of the Agreement only, if the Town's costs associated with the Project exceed the sum of \$20,000.00, paid on November 5, 2015 the Owner offers to pay the additional reasonable cost associated with the Project provided the Town complies with the terms of G.L. c.44, s.53G, and, provided that there is no conflict with G.L. c.44, s.53G, the Town agrees that prior to engaging a consultant, or an attorney or incurring any further costs that will be paid for by the Owner, the Town will: (i) consult with the Owner; (ii) provide the Owner with a scope of work and an estimated budget for the anticipated consultant's work; (iii) not incur any such cost, or enter into any such contract, without prior notice to and reasonable approval by the Owner; and (iv) upon request by the Owner, provide a written accounting of all costs incurred and other expenditures made by or on behalf of Owner under this Agreement.

B. In the event that there is a remaining balance in this fund after the Site Plan Approval and Special Permit processes, the Town of Maynard shall return any balance to the Owner.

C. To the extent permitted by law and public policy, the Owner shall have the right, at the Owners election, to contribute funds pursuant to G.L. c.44, s.53G to assist in the Maynard Building Department's review of plans and applications for the Project as well as to assist in determining compliance with the State Building Code and other applicable codes relating to the Project.

3. Financial Contribution.

A. The Owner offers to pay the Town of Maynard the amount of One Million Dollars (\$1,000,000.00) for deposit in an appropriate fund established by the Town Treasurer to offset the anticipated direct and indirect impacts of the Project. The Town acknowledges that a payment of \$100,000.00 of this total amount was paid by the prior owner, 129 Parker Street, LLC.

B. This additional financial sum of \$900,000.00 ("Owner's Financial Gift") shall be conditioned upon Owner first having obtained, with all appeal periods having expired and no appeal having been filed, any and all Federal, state and local permits, licenses, orders or approvals required for the construction and use of the Project as set forth in the Revised Concept Plan and Signage Concept Plan as approved by Town Meeting (the "Necessary Approvals") and shall thereafter be paid as follows:

(1) \$300,000.00 upon issuance of first Site Plan Approval or first Special Permit by the Planning Board with all appeal periods for the first Site Plan Review approval or Special Permit approval having expired and no appeal having been filed; and

(2) \$200,000.00 upon issuance of first building permit for any retail building or supermarket within the Project; and

(3) \$200,000.00 upon issuance of first building permit for any building within the residential apartment component of the Project; and

(4) \$200,000.00 upon issuance of first building permit for any building within the Senior Independent Living or Continuing Care Retirement Community component of the Project.

The Owner shall make the payments as set forth in Section B (1-4) above should the Owner proceed with construction of the Project, in whole or in any part, notwithstanding an appeal of any permit or approval issued for the Project.

4. Infrastructure Improvements.

A. Traffic.

The Owner offers to undertake the planning, design, permitting and construction of traffic mitigation improvements associated with the Project as provided below, including the updated traffic assessment (“traffic assessment”) compliant with the requirements of the NBOD Bylaw as well as compliance with requirements established by MassDOT pertaining to “complete streets”. The reasonable costs of said updated traffic assessment and any peer review or further revision requested following peer review shall be the responsibility of the Owner. The requirement of a “traffic assessment”, above, is in addition to the requirement of completion of a comprehensive Traffic Impact and Access Study for the Project (“traffic impact and access study”).

Timing of Required Action: The “traffic impact and access study” shall be conducted prior to the Owner’s submission to the Planning Board for site plan or special permit approval and said study shall accompany the first application for site plan or special permit approval. Additional off-site traffic mitigation which is identified during the Planning Board’s review of site plan and special permit approvals as reasonably necessary in the sole discretion of the Planning Board, in conjunction with the “traffic impact and access study” shall be implemented by the Owner as specified by the Planning Board.

1. “Front Door” Improvements.

These improvements shall include Parker Street/Primary Site Driveway (collectively, the "Front Door Improvements") and shall be completed by the Owner at the Owner's sole expense. These improvements shall consist of:

- a. Dedicated northbound left turn lane into the Property;

- b. Dedicated southbound right turn lane into the Property at the driveway approach along Parker Street;
- c. "Through" traffic lanes in both north and southbound directions;
- d. Constructed sidewalk in the area along Owner's property;
- e. A fully permitted and operational traffic signal at primary entrance.

The Front Door Improvements shall be generally consistent with the Revised Concept Plan entitled 'Conceptual Improvement Plan-Parker Street at Site Driveways', dated 12/12/06 and prepared by Vanasse & Associates, Inc. but updated to reflect current conditions and development plans and subject to Planning Board approval as noted below, including applicability of the Town's adoption of the Commonwealth's and MassDOT's "complete streets" program.

The final scope and location of the Front Door Improvements shall be determined by the Planning Board during either the Site Plan Review or special permit process, whichever is applicable. If during the Site Plan Review or the special permit process, the Planning Board determines that the above listed traffic and pedestrian improvement are not recommended, payment for those specific improvements shall not be required. However, nothing in this paragraph removes the obligation of the Owner to pay for the completion of specific traffic improvements that the Planning Board may reasonably require for the development of a portion or all of the Property.

Owner agrees that regardless of the specific requirements of the Planning Board, the proposed traffic signal shall be installed and made operational. If during Site Plan Review or the special permit process, the Planning Board reasonably requires additional traffic, public safety and/or pedestrian improvements along the frontage of the Property, the Owner shall pay for the reasonable costs of planning, permitting, design, construction and operation of those additional improvements.

To the extent permitted by law, the Town agrees to cooperate with the Owner in seeking and expediting any and all approvals required for the Front Door Improvements and any other improvements to State owned or controlled highways as may be required under this MOA or the Project. It shall be the responsibility of Owner to pay for and obtain all necessary permits, licenses and approvals from the State.

The Owner offers to convey for no (zero) consideration in fee simple to the Town all land along the Property's frontage required for the Front Door Improvements, the same to be identified on both a plan and deed prepared by the Owner no later than the issuance of the first building permit for the Project. Nothing herein shall be construed as obligating the Town to accept said offer. The Owner shall retain a traffic engineer(s) licensed in the Commonwealth to monitor the Front Door Improvements and its intersection every six months for a period of 24 months following the issuance of the first occupancy for any building located within the Project. Reports of this data collection and analysis shall be submitted to the Town of Maynard Planning Department.

This monitoring shall include turning movement counts conducted during the peak hours analyzed in the Project traffic study. Capacity analysis should be conducted using these volumes to evaluate the adequacy of the current signal operation in terms of delays, queues, and other relevant measures of effectiveness. The results of this monitoring shall be provided to the town with accompanying technical appendices for review. The first report is due six months from the date of the issuance of the first certificate of occupancy and every six months thereafter. If upon review of the Town, following consultation with Owner's engineer and/or consultants, it is determined that signal phasing and/or timing adjustments are required, the Owner agrees to make such changes and adjustments within three months and at Owner's expense.

Timing of Required Action: The Front Door Improvements shall be substantially completed prior to the issuance of the first final or temporary occupancy permit for any new retail building or use, for any purpose, constructed within the Property. For the purposes of this paragraph, "substantially completed" shall mean a fully-operational traffic signal with all travel lanes and pedestrian accommodations available for use.

2. Route 117/Parker Street Intersection.

The Owner shall construct additional traffic mitigation requested by the Town (as well as contained in the Judith Nitsch Report dated December 8, 2006) between 129 Parker Street and the Route 117/Parker Street intersection and additional improvements recommended by Vanasse and Associates, provided all such improvements and mitigation measures are located within the existing right of way. The final scope and location of the 117/Parker Street Intersection shall be determined by the Planning Board during either the Site Plan Review or special permit process, whichever is applicable. The costs of the planning, permitting, design and construction of these improvements shall be paid for by the Owner. All such improvements shall be substantially completed prior to the issuance of the first building permit for any new retail building or use or residential or senior independent living or continuing care retirement community constructed within the Property. The Owner, at the Owner's expense shall, at the request of the Board of Selectmen or Planning Board, update the reports referenced herein. The reasonable costs of said updating shall be the responsibility of the Owner pursuant to Section III. 2 of this Agreement. Timing of Required Action: The Route 117/Parker Street improvements shall commence within sixty (60) days following the issuance of the first final or temporary occupancy permit for any use or purpose and thereafter completed expeditiously and shall include but not be limited to:

- a. the modification of the traffic signal equipment, phasing, and timing to allow for a Great Road (Route 117) westbound protected left-turn phase;
- b. the replacement of existing pedestrian signal heads with countdown pedestrian signal heads, with adjustments to signal equipment, phasing, and timing as determined necessary by the Town;
- c. implementation of the geometric modifications proposed by the Owner in the Preliminary Traffic impact and Access Study (PTIAS) dated August 2006;

d. reconfiguration of all pedestrian curb cuts so as to be made complaint, to the maximum extent possible and consistent with the Americans with Disabilities Act and

e. upgrading of the sidewalk to include granite curbing along the west side frontage of Owner's Property for a distance of approximately 925 linear feet.

If not located adjacent to Owner's land all work shall be contained within the Town right-of-way and Owner shall obtain, at Owner's expense, all permits and approval required to complete the above described improvements.

3. Other Traffic Improvements to be constructed by the Owner.

Timing of Required Action: With the exception of the improvements included in subparagraph (a), below, the Owner shall complete the following traffic and pedestrian access improvements prior to the issuance of the first final or temporary occupancy permit for any retail building constructed within the Property. With respect to the improvements included in subparagraph (a), below, the Owner shall complete or pay for the completion of the traffic improvements within thirty (30) days following Maynard Town Meeting's approval of the Concept Plan identified in Section III.1, above. The costs of the planning, design and construction of these improvements shall be paid for by the Owner:

- a. Great Road/Parker Street - Install the necessary signal equipment, including but not limited to right-turn arrow signal heads on the westbound Great Road (Route 117) approach to the intersection, with accompanying modifications of the traffic signal equipment, phasing, and timing to allow for the modified phasing proposed. The Town Administrator, acting on behalf of the Board of Selectmen, shall determine the final scope and location of the Great Road/Parker Street improvements.
- b. Parker Street/Old Marlboro Road - Remove the Stop sign on the south side of Old Marlboro Road at Parker Street. Install a 'Stop Ahead' sign (MUTCD designation W3-1) facing southbound Old Marlboro Road traffic. A centerline shall be placed on Old Marlboro Road and a Stop line painted adjacent to the existing Stop sign on the north side of Old Marlboro Road. In addition, a chevron sign (MUTCD designation W1-8) shall be placed on the south side of Old Marlboro Road facing southbound traffic on Old Marlboro Road. The Owner shall submit a plan during the Site Plan Review and/or special permit process illustrating the proposed improvements. The final scope and location of the Parker Street/Old Marlboro Road improvements shall be determined by the Planning Board during either the Site Plan Review or special permit process, whichever is applicable.
- c. Great Road (Route 117)/Old Marlboro Road. Signing, pavement markings and minor geometric modifications shall be undertaken to clarify lane use and any restrictions on the approaches to the intersection. The Owner shall submit a plan during Site Plan Review and/or special permit process illustrating the project limits and the proposed improvements. The final scope and location of the Great Road (Route 117)/Old Marlboro Road improvements shall be determined by the Planning Board during either the Site Plan Review or special permit process, whichever is applicable.

- d. Parker/Field Street Intersection. Installation of a “pedestrian warning beacon system” as recommended by the Owner in its “Preliminary Traffic Evaluation, March 9, 2016. The final scope and location of the Great Road (Route 117)/Old Marlboro Road improvements shall be determined by the Planning Board during either the Site Plan Review or special permit process, whichever is applicable.

5. Mitigation Funds.

In addition to all other promises made herein and any requirements imposed by the Town of Maynard or its regulatory boards, departments or commissions, the Owner covenants to contribute \$260,000.00 to a Traffic Improvement Fund, which shall be established by the Town Treasurer for the purposes of mitigating the impact of the proposed development.

Timing of Required Action: The above noted payments shall be made upon the issuance of the first building permit for a building or use constructed within the Property, more fully described below:

- A. \$90,000.00 upon the issuance of the building permit for the proposed supermarket; and
- B. \$90,000.00 upon the issuance of the first building permit for any use within Building A, Building B, Building C or Building D as shown on the Revised Concept Plan; and
- C. \$80,000.00 upon the issuance of the first occupancy permit for any use within Building E, Building F, Building G or Building H as shown on the Revised Concept Plan.

The above noted funds may be applied by the Town at anytime deemed appropriate by the Town toward any traffic improvement determined by the Town as the Town, in its sole and exclusive judgment believes appropriate to require mitigation as a result of the Project or otherwise, including, without limitation the following improvements:

1. Parker Street/Powder Mill Road/Waltham Street - upgrade the traffic signal from pre-timed to fully actuated through the installation of vehicle detection and other required signal equipment, and coordinate the signal with the Main Street/Acton Street/Summer Street signal; upgrade the roadway surface, curbing and geometry (where possible within existing pavement limits);
2. Main Street/Acton Street/Summer Street -upgrade traffic signal from pre-timed to fully actuated (involves replacing signal controller, installation of vehicle detection, and other signal equipment as necessary);
3. Installation of vehicle detection;

- 4. Coordination of the Parker Street/Powder Mill Road/Waltham Street signal traffic signal with other existing traffic signals in the vicinity of that location; and
- 5. Nason Street/Summer Street - Replace the existing pedestrian signal heads with countdown pedestrian signals and implement a Summer Street westbound protected left-turn phase, with accompanying modifications of the traffic signal equipment, phasing, and timing to allow for the modified phasing proposed.

6. Other Infrastructure Improvements and Payments.

A. Water.

Timing of Required Action: In addition to all other promises made herein and requirements imposed by the Town of Maynard or its regulatory boards, departments or commissions, the Owner will pay, commensurate with the application for the first building permit for construction within the Property, \$10,000.00 to a fund established by the Town Treasurer for, among others, the following purposes:

- 1. Looping the existing water main at the end of Field Street with the Property;
- 2. Looping the dead end water pipe on the Maynard High School locus with the Property; and
- 3. The completion of a Town-wide water system distribution model.

The parties agree that the Water Connection Fees presented in III.7, below, shall be applicable to the Project and paid in full commensurate with applications for building permits for each land use or portions thereof, identified in Section III.7, below. In addition, and with the exception of the Water Connection Fees presented in Section III.7, below, the parties agree that the Maynard Water Rules and Regulations and Water Meter Installation Policy shall apply to the Project, including the application fees and schedules contained therein, as revised from time to time, and that the Town reserves the right to increase the fees and schedules regarding the delivery of water as it deems in the best interests of the Town.

B. Sewer.

Timing of Required Action: In addition to all other promises made herein and requirements imposed by the Town of Maynard or its regulatory boards, departments or commissions, the Owner will pay, commensurate with the application for the first building permit for construction within the Property, \$40,000.00 to a fund established by the Town Treasurer for, among others, the following purposes:

- 1. Upgrade of the Marlborough Road Sewer Pumping Station; and

2. Inspection of the Town’s existing sewer infrastructure, including carrying capacity to serve the Project.

The parties agree that the Sewer Connection Fees presented in Section III.7, below, shall be applicable to the Project and paid in full commensurate with applications for building permits for each land use or portions thereof, identified in Section III.7, below. In addition, and with the exception of the Sewer Connection Fees presented in Section III.7, below, the parties agree that the Town of Maynard Sewer Rules and Regulations, including the fees and schedules contained therein, as revised from time to time, shall be applicable to the Project and that the Town reserves the right to increase the fees and schedules regarding wastewater disposal as it deems in the best interests of the Town.

7. Water and Sewer Connection Fees.

<u>Land Use</u>	<u>Water Connection Fee</u>	<u>Sewer Connection Fee</u>
<u>Supermarket</u>	<u>\$5,000.00</u>	<u>\$5,250.00</u>
<u>Retail, not restaurant</u>	<u>\$5,000.00</u>	<u>\$5,250.00<sup>1</sup></u>
<u>Restaurant, not fast food</u>	<u>\$5,000.00</u>	<u>\$6,125.00</u>
<u>Restaurant, fast food</u>	<u>\$5,000.00</u>	<u>\$3,500.00<sup>2</sup></u>
<u>Commercial</u>	<u>\$5,000.00</u>	<u>\$3,500.00</u>
<u>Multi Family Residential</u>	<u>\$450,000.00</u>	<u>\$630,000.00<sup>3</sup></u>
<u>Senior Independent Living</u>	<u>\$5,000.00</u>	<u>\$345,000.00</u>

With the exception of the Multi Family Residential land use, the fees identified above are based upon the fees required for a single (1) connection to and for, the proposed land use. The fees for the Senior Independent Living facility are based upon a single connection for water and a single connection for sewer to serve no greater than 143 living units. Should additional connections be required or requested, the Town reserves the right to require additional water and/or sewer connection fees consistent with published rate schedules in effect at that time.

8. Town Meeting Costs.

Should the Town be required to hold a Special Town Meeting for the purposes of acting upon the Owner’s concept plan as discussed above and required by the NBOD Bylaw, the Owner shall pay all costs incurred by the Town for the holding of the same.

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<sup>1</sup> Per structure, excluding restaurant.  
<sup>2</sup> Based upon a freestanding or attached structure.  
<sup>3</sup> Based upon a maximum of 180 dwelling units.

Timing of Required Action: Payment shall be made within thirty (30) days of receipt of the true costs incurred by the Town for the holding of said Special Town Meeting.

9. Conservation/Wetlands.

It is anticipated that on and off site wetland resources and adjacent buffer zones to these resources will be impacted from the development of the Property.

Timing of Required Action: To off set the impacts anticipated by development of the Property, in addition to all other promises made herein and requirements imposed by the Town of Maynard or its regulatory boards, departments or commissions, prior to the issuance of the first occupancy permit of a structure within the Property, the Owner covenants to pay for the costs of all on and off site stormwater management improvements necessitated by the development of the Property, said improvements to be determined by the Town of Maynard and to be consistent with requirements and standards of federal, state and Maynard laws and regulations.

To the extent that such use does not interfere with proposed creation of new habitat for endangered or other threatened species as may be required by the Massachusetts Division of Fisheries and Wildlife (“DFW”) and otherwise subject to DFW approval, the Owner shall, grant a perpetual easement in gross, the same to run with the land, allowing the public to use the existing hiking trails which are partially located on the southwest corner of the Property as shown on the Revised Concept Plan and as may be revised from time to time by the Owner and Town Meeting. The Owner reserves the right to include all such land contained within said easement in the calculation or the land area of the Property in establishing zoning compliance (open space, lot size, density, etc.) and meeting other relevant regulatory requirements.

Timing of Required Action: Within sixty (60) days following Owner’s receipt of the first site plan or special permit approval received for the Project, Owner agrees to grant a perpetual easement in gross to the Town, as described above.

10. Land Donation.

Owner offers to donate, in fee simple absolute and without cost, a portion of land as shown on a plan of land dated March 1, 2016 prepared by CAI Technologies and identified as “400 Foot Radius Proposed New Well”, sufficient to provide the Town of Maynard the land necessary to develop a new public supply well as illustrated on said plan.

Timing of Required Action: Owner agrees to provide the Town with a good and sufficient deed for said parcel within sixty (60) days following Owner’s receipt of the first site plan or special permit approval received for the Project.

11. Cooperation Efforts by the Town.

A. Cooperation.

The Town, acting within the respective jurisdiction of Board of Selectmen, Planning Board Conservation Commission, Building Department, Water and Sewer Department, Fire Department and Police Department shall, to the extent permitted by law and with due regard to all relevant statutes, regulations and public policy, cooperate with the Owner in all aspects of the implementation of the Project and associated offsite traffic improvements so long as the same is in compliance with permits and approvals issued by federal, state and Maynard authorities and otherwise consistent with the rules, regulations and bylaws of the Town of Maynard.

B. Prompt Review.

To the extent permitted by law and with due regard to all relevant statutes, regulations and public policy, the Board of Selectmen shall facilitate prompt review of the Project and the cooperation of all Town Boards Commissions, Departments and staff in the review and implementation of the Project This provision does not require any Town Board, Commission, Department or staff to take any particular action.

12. Affordability.

In lieu of providing no fewer than 17 dwelling units (or such fewer number as the Town may ultimately approve) as affordable to qualifying renters within the Property, the Owner covenants that neither it nor its successors or assigns shall apply to develop the Property pursuant to G.L. c.40B, ss. 20-23 and, accordingly, waives any right to claim that the Town of Maynard is not “consistent with local needs” as that phrase is defined in G.L. c.40B, s.20. This covenant shall be deemed to run with the land, is intended to be a restriction on the use of the Property and, pursuant to G.L. c.184, s.26 is intended as a restriction to be held by a governmental body and intended to benefit the Town of Maynard, pursuant to G.L. c.184, s.26 for the longest period permitted by law.

Timing of Required Action: Owner shall record the above noted covenant with the Registry of Deeds within sixty (60) days following Owner’s receipt of the first site plan or special permit approval received for the Project.

13. No Obligation to Build.

Neither the execution of this MOA, nor the approval of the Revised Concept Plan shall create any obligation of the Owner to construct all or any portion of the Project, provided however, that the promises, covenants and restrictions contained herein shall remain binding upon the Town and the Owner and its successors, assigns, mortgagees and all others taking title in fee or less than fee or otherwise acquiring an interest to a part or all of the Property, for the longest period permitted by law.

14. Condition Precedent to Owner's Obligations and Covenants.

Unless otherwise provided herein, the Owner's obligation to complete the agreements and promises contained in this MOA, including, without limitation the promise to make any payments of any kind whatsoever, is specifically conditioned upon and subject to Owner obtaining, with all appeal periods having expired any and all Federal, state and local, approvals, permits or orders necessary and required for the construction of the Project in substantial compliance with the Revised Concept Plan, including, without limitation, the following: NBOD Zoning Bylaw amendment; Town Meeting Concept Plan Approval of the Revised Concept Plan, Conservation Commission Order of Conditions, Planning Board Site Plan Approval, Planning Board Special Permits for Uses that require same within the NBOD, municipal and/or state road access or curb cut permits and municipal and or state sewer and water hook up and/or connection permits. In the event the Owner shall be unable, despite Owner's best efforts, including defending or prosecuting any and all appeals or taking any and all good faith appeals that are needed to be filed, to obtain any such approval or permit required for the construction of the Project as proposed, the Town and the Owner specifically agree and acknowledge that the 2006 MOA, 2007 Concept Plan and the 2009 Planning Board Site Plan Approval and Parking Special Permit remain in full force and effect and that this Memorandum of Agreement shall terminate without recourse to either party excepting only the terms of this paragraph which shall survive termination.

Notwithstanding the foregoing, this Memorandum of Agreement shall not be deemed terminated if the Owner elects to pursue development of a Project with fewer dwelling units, lesser commercial square footage or otherwise smaller in scale than that Project illustrated in the Concept Plan identified in Section III.1, above.

15. Successors and Assigns.

The Parties agree that this Agreement shall run with the Property and shall be binding upon and insure to the benefit of the Town, and the burden of the Owner and its successors in interest and assigns and all persons claiming any rights under the Owner including its successors, assigns, mortgagees and all others taking title in fee or less than fee or otherwise acquiring an interest to a part or all of the Property. The parties further agree that this MOA, once executed, may be recorded by either party in the Middlesex County Registry of Deeds against the title of the Property.

16. Adult Entertainment Uses.

The Owner covenants not to allow so-called "adult entertainment uses" on the Property or within the Project as the same is more specifically defined by G.L. c.40A, s.9A. This covenant shall be deemed to run with the land and is intended to be a restriction on the use of the Property and, pursuant to G.L. c.184, s.26 is intended as a restriction to be held by a governmental body and intended to benefit the Town of Maynard, for the longest period permitted by law.

Timing of Required Action: Owner shall record the above noted covenant with the Registry of Deeds within sixty (60) days following Owner's receipt of the first site plan or special permit approval received for the Project.

17. Use Restrictions.

A. Notwithstanding specific provisions contained within the NBOD Zoning Bylaw which may otherwise allow for such uses by right or by special permit, in recognition of the Town's support for a coordinated and planned development within the Property consistent with the Zoning Bylaw and long range plans and planning objectives, the Owner covenants that the following uses and/or named establishments will not be permitted within the Property or constitute a portion of the Project, and to fulfill this promise, the Owner covenants that it will neither lease nor sell any portion of the Property to the following restaurants or establishments identified as follows: McDonald's, Burger King, KFC, Wendy's, Taco Bell, Chick-fil-a, Arby's and Sonic or, as the names of these establishments may be changed, from time to time. This covenant shall be deemed to run with the land and is intended to be a restriction on the use of the Property and, pursuant to G.L. c.184, s.26 is intended as a restriction to be held by a governmental body and intended to benefit the Town of Maynard, for the longest period permitted by law.

B. In addition to the covenants contained elsewhere in this Agreement, the Owner covenants that the number of drive through businesses in the Project shall be limited to four (4) and that no more than two restaurants shall provide drive through services. This covenant shall be deemed to run with the land and is intended to be a restriction on the use of the Property and, pursuant to G.L. c.184, s.26 is intended as a restriction to be held by a governmental body and intended to benefit the Town of Maynard, for the longest period permitted by law.

C. In addition to the covenants contained elsewhere in this Agreement, the Owner covenants that only one of the two individual use pads closest to Parker Street shall be used as a fast food restaurant and that there shall be no more than a total of five full service restaurants on the Property (exclusive of establishments whose primary menu items are coffee and similar beverages and related baked goods (such as Dunkin Donuts and Starbucks) or ice cream and frozen desserts (such as Ben and Jerry's and Orange Leaf). This covenant shall be deemed to run with the land and is intended to be a restriction on the use of the Property and, pursuant to G.L. c.184, s.26 is intended as a restriction to be held by a governmental body and intended to benefit the Town of Maynard, for the longest period permitted by law.

D. In addition to the covenants contained elsewhere in this Agreement, the Owner covenants that there shall be no more than a total of 256 bedrooms in the residential component of the Project and no residential unit shall have more than two bedrooms. This covenant shall be deemed to run with the land and is intended to be a restriction on the use of the Property and, pursuant to G.L. c.184, s.26 is intended as a restriction to be

held by a governmental body and intended to benefit the Town of Maynard, for the longest period permitted by law.

E. In addition to the covenants contained elsewhere in this Agreement, the Owner covenants that there shall be no more than one building in the residential component of the Project with more than three (3) stories which building shall be less than 50 feet in height. This covenant shall be deemed to run with the land and is intended to be a restriction on the use of the Property and, pursuant to G.L. c.184, s.26 is intended as a restriction to be held by a governmental body and intended to benefit the Town of Maynard, for the longest period permitted by law.

Timing of Required Action: Owner shall record the above noted covenants as set forth in Section III. 17 (A-E), above, with the Registry of Deeds within sixty (60) days following Owner's receipt of the first site plan or special permit approval received for the Project.

18. Interpretation and Amendment.

A. No modification or termination of this Agreement will be effective unless it is in writing and is signed by all Parties. To the extent authorized by General Laws, this Agreement binds and benefits all parties and any their heirs, executors, administrators, estates, officers, partners, members, officers, trustees, partners, employees, agents, principals, servants, attorneys, successors, predecessors and assigns and any representatives and any subsidiary, affiliated entities.

B. The Parties agree that this Agreement is a fully integrated document and constitute the entire agreement between them. The Parties expressly disclaim reliance on any representations, written or oral, other than those expressly contained in this Agreement.

C. The Parties and their counsel agree that each party and counsel for each party to this Agreement has reviewed and had the opportunity to revise this Agreement and accordingly, the normal rule of construction (to the effect that any ambiguities are to be resolved against the drafting party) will not be employed in any interpretation of this Agreement.

D. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Massachusetts. All covenants, agreements and protections herein contained shall be binding upon and inure to the benefit of the Parties hereto.

E. The Parties acknowledge that this Agreement shall be considered a public document pursuant to the Massachusetts Public Records Law and may be offered in evidence by either Party in any judicial or other legal proceeding to enforce any of its provisions against the other Party.

F. The Parties agree that if any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality or unenforceability; all other terms hereof shall remain in full force and effect.

**DRAFT**

**DRAFT**

**DRAFT**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective name, by their proper officers and their seals to be affixed this \_\_\_\_ day of \_\_\_\_\_ 2016.