



**AGENDA**  
**Maynard Board of Selectmen's Meeting**  
**July 22, 2014**  
**Town Building – Michael J. Gianotis Meeting Room**  
**(No. 201)**  
**Regular Meeting Time: 7:00 pm**

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

**1. Call to order (7:00 pm)**

**2. Pledge of Allegiance**

**3. Public Comment**

**4. Acceptance of Minutes**

- a) July 7, 2014
- b) July 8, 2014

**5. Correspondence**

- a) Assessors Report – May and June 2014
- b) DPW Report – June 2014
- c) Fire Dept. Report – June 2014
- d) Police Dept. Report – June 2014
- e) Letter from M. Manning: Assessors Stipend Change – July 2, 2014
- f) Town Clerk, Oath of Office Listing – July 8 2014
- g) Press Release from K. Sweet: MIIA Rewards Program – July 9, 2014
- h) Press Release from K. Sweet: Town Planner – July 11, 2014
- i) Waltham Street Certified Mail: Marshall P. Hall – July 14, 2014
- j) Notice from K. Sweet: FY15 Vacation – July 14, 2014
- k) Meeting Notice: Conscom – July 15, 2014
- l) Press Release from K. Sweet: Green Communities – July 15, 2014
- m) Notice from K. Sweet: EDC – July 16, 2014
- n) Legal Notice, ZBA Hearing – July 28, 2014

**6. Consent Agenda**

- a) Request for Reappointment (BOA): Stephen T. Pomfret Letter – July 2, 2014.
- b) Request for Historical Commission Alternate Member Appointment: Peg Brown Appointment – June 19, 2014
- c) License Requests: Hobson's Homemade DBA Serendipity Café (Common Victualler and Entertainment)

**7. Board Opening Interviews:**

- a) Cultural Council: Eric Wing
- b) Council on Aging: John R. Edson & Diane Wasiuk

**8. Cemetery Deeds**

**9. 7:30 pm Liquor License Discussion:** Nicholas Leo, Carron Restaurant Group (Peytons)

**10. PEG Access Request:** Dr. Gerardi

**11. License to Enter and Use Town-Owned Land for Dog Park:** MayDog

**12. BOS Liaison Assignments**

**13. Ratification of Collective Bargaining Agreements**

**14. 129 Parker Street Update**

**15. Town Administrator Report**

**16. Chairman's Report**

**17. Old/New Business**

**18. Executive Session**

**19. Adjournment (9:30)**

Respectfully submitted,

**Kevin Sweet, Town Administrator**

Next meeting date: *August 5, 2014*

**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  
Monday, July 7, 2014  
Room 201, Town Hall  
Time: 7:00 pm**

**Present: Chair Brendon Chetwynd, Selectman David Gavin, Selectman William Cranshaw, Selectman Dawn Capello, Selectman Jason Kreil, Town Administrator Kevin Sweet, Assistant Town Administrator Andrew Scribner-MacLean and Admin. Assistant Becky Mosca.**

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

**Pledge of Allegiance**

Chairman Chetwynd welcomed all the candidates and gave a brief rundown of how the interviews would go. The interviews will start in alphabet order. Also, welcome our new Selectman, Jason Kreil to the Board.

**Planning Candidate interviews:**

- Linda Connolly
- Andrew D'Amour
- **Dave Krijger, NOT Available for meeting.**
- Christopher C. Worthy

A motion was made by Selectman Cranshaw to approve the appointment of Linda Connolly as a full member to the Planning Board with a term of 2 years ending June 30, 2016. Second by Selectman Gavin. Vote 5-0. Motion approved.

A motion was made by Selectman Gavin to approve the appointment of Andrew D'Amour as alternate member of Planning Board with a term of 2 years ending June 30, 2016. Second by Selectman Capello. Vote 4-1. (Jason Kreil). Motion approved.

Town Planner Introduction: Bill Nemser, AICP, LEED AP

Assistant Town Administrator Andrew Scribner-MacLean opened with Bill Nemser's resume and email from Bill Nemser's past boss. Board very happy with the information. Selectman Capello added to comments take once we choose Bill, Bill changed his plans to start early with Maynard to be here for the start of a new project.

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

Time: 8:40 pm

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

Date:

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Selectman, David Gavin, Clerk

Initials: BJM



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

**Selectmen's  
Meeting Minutes  
Tuesday, July 8, 2014  
Room 201, Town Hall  
Time: 7:00 pm**

**Present: Selectman Brendon Chetwynd, Selectman David Gavin, Selectman William Cranshaw, Selectman Dawn Capello, Selectman Jason Kreil, Town Administrator Kevin Sweet, Assistant Town Administrator Andrew Scribner-MacLean and Admin. Assistant Becky Mosca.**

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

**Pledge of Allegiance**

**Public Comments –**

- David Marks residents, want to know why the 12:10 horn stopped? TA, will ask the Fire Chief and get back to resident.

**Board opening interviews:**

- Carrie O'Connell request for Conservation, Her recommendation from the CC and Linda Hansen for this open slot.
- Tim Egan, request for CPC. No feedback from CPC

**A motion was made** by Selectman Chetwynd to approve Carrie O'Connell to the Conservation Commission; this will replace the balance of Peter Keenan's term until June 30, 2016. Second by Selectman Gavin. Vote 4-1. (Kreil) Motion approved.

**A motion was made** by Selectman Capello to approve Tim Egan to the Community Preservation Committee term until June 30, 2017. Second by Selectman Gavin. Vote 5-0. Motion approved.

7:15 PM Public Hearing: Merai Liquors, selling to minors: information from our legal counsel I.  
Opening the Hearing

**LEGAL NOTICE**

Notice is hereby given in accordance with Mass. General Law, Chapter 138 as amended, that a Public Hearing will be held on Tuesday July 8, 2014 at 7:15 P.M. in Room MJG. At the Maynard Town Building on alleged violations of Alcohol Beverage Rules and Regulations, "Sale to a minor" by Thai Sura-Merai LLC d/b/a, Merai Liquor, 129 Main Street, Maynard MA. This occurred on April 12, 2014, May 23, 2014, May 29, 2014, May 30, 2014, May 31, 2014 the result of a Maynard Police Investigation.

**Maynard Board of Selectmen**

**Dawn Capello  
David Gavin  
Jason Kreil  
William Cranshaw  
Brendon Chetwynd**

Motion to open hearing, with a second and vote to open. Motion made by Selectman Capello to open hearing for Thai Sura-Merai LLC d/b/a Merai Liquor, 129 Main Street Maynard, MA. 01754

Swearing in of witnesses (can do them all at once by asking all in attendance who plan on providing testimony to raise their hand and swear that their testimony will be truthful and accurate, so help them God)

Chair reads the allegations:

Thai Sura-Merai, LLC, the holder of a license issued under G.L. c. 138, § 15 to engage in the retail sale of alcohol not to be drunk on premises, is alleged to have sold alcohol to minors on April 12, May 23, May 29, May 30, and May 31, 2014, in violation of G.L. c. 138, § 34 and Section 13.3 of the Town's Alcoholic Beverage Control Regulations.

The hearing is being held pursuant to G.L. c. 138, § 64 to determine whether said violations occurred and whether the license should be modified, suspended or revoked under the statute and the local regulation.

**Section 17.0 of the Town's Alcoholic Beverage Control Regulations state that:**

**17.0 Revocation, Suspension, and Modification**

Any License issued pursuant to M.G.L. c.138 may be modified, suspended, or revoked for any of the following causes:

**17.1** Violation by the Licensee of any provision of the relevant General Laws of the Commonwealth, of the rules and regulations of the ABCC or of these Regulations of the LLA.

Chair clarifies that even though one consolidated hearing will be held, the BOS will treat each allegation as a separate violation, and that progressive sanctions may apply if the Board finds that the violations occurred.

## II. Taking Evidence

Police and other Town witnesses called and asked for their account of what happened.

Allow the license holder to ask questions of each witness as they are called.

Ask the license holder if he has any witnesses, documents or other evidence that he'd like to submit to the Board, either to refute the allegations or as mitigating evidence that he thinks the Board should consider when deciding on sanctions. Allow him to present his case.

## III. Close of the Hearing

Motion to close the hearing. Motion made by Capello to close hearing. Second by Selectman Gavin. Vote 5-0 Motion Approved.

Deliberation, vote on whether each violation occurred, and the penalty for each. (45 minutes)

A motion was made by Selectman Capello to suspend the liquor license of Merai Liquor for (2-weeks) starting August 1 thru August 14<sup>th</sup>, 2014. To retake TIPS training before you reopen on August 15, 2014, also to check with Police on all out of State Licenses. Second by Selectman Cranshaw. Vote 3-2 (Kreil & Gavin) Motion approved.

Gavin believes the penalty is too much for this small business.  
Kreil request all out of State Licenses be checked by Police.

## **Minutes of June 17, 2014**

**A motion was made** by Selectman Capello to approve the minutes of June 17, 2014 as shown. Second by Selectman Gavin. Vote 4-0 (Kreil). Motion approved

## **List of Correspondences (mail to the Selectmen's Office for July 8, 2014.**

- Accountant monthly report May 2014
- Sterling Golf Management reports April & May 2014
- Planning Board meeting notice, June 24, 2014

- Board of Appeals meeting notice, June 23, 2014
- Notice from ABCC, retirement Licensing Supervisor Pat Krueger
- TA. K. Sweet, notice of ATA delegation June 20 ~ June 29, 2014
- Maynard Housing Authority, PILOT in lieu of taxes.
- Copy of notice to Senator J. Eldridge June 4, 2014
- Copy of notice to Rep. Kate Hogan June 4 2014
- 2014 Maynard Community Fest, Sept 27, 2014
- MMA, oppose telecom industry proposals dated June 17 2014
- Verizon notice of change in contacts
- Recreation meeting notice, May 29 2014 June 19 2014
- Assessors meeting notice July 1 2014

**A motion was made** by Selectman Capello to approve the list of correspondences as shown. Second by Selectman Gavin. Vote 5-0. Motion approved.

#### **Consent agenda**

- Special Permit, Assabet Valley Chamber of Commerce, Maynard Fest Sept. 27, 2014
- Special Permit, Maynard Rotary Club, October Fest, September 20, 2014
- Special Permit, Maynard Rotary Club, Christmas Parade, December 7, 2014
- Special permit, 5<sup>th</sup> Annual Ink Jam Bike Run
- Copy of Block Party, Rickey Drive July 4 2014 (emailed and approved by BOS)

**A motion was made** by Selectman Capello to approve the consent list as shown. Second by Selectman Gavin. Vote 5-0. Motion approved.

School Building Committee final report update with Board of Selectmen Representative Phil Berry; this past year, the school was completed and moved into by Staff and students. Committee mostly worked on final works and punch list items. Facilities Manager, Gregg Lefter and Head Custodian Dave Herlihy received off-site training on equipment at new High School so we can do our own maintenance on equipment. Committee came in 2 Mil under budget for this project Waiting for final report from the MSBA.

Request, for special permit at Reo Park Playground (First Connection) Mary from First Connection will join us at the meeting to answer any questions you may have for this event.

**A motion was made** by Selectman Gavin to approve the special permit for Reo Park Playground to First Connection for 3 Wednesdays, July 23, 30, and August 6, 2014 from 2:00 thru 3:00 pm. Second by Selectman Chetwynd. Vote 5-0. Motion approved.

### **Board Reorganization: Elect a chairperson / Elect a Clerk**

**A motion was made** by Selectman Gavin to approve Bill Cranshaw as chair of Board of Selectman. Second by Selectman Cranshaw. Vote 3-2 (Capello & Chetwynd). Motion approved.

**A motion was made** by Selectman Gavin to approve Chetwynd as check of Board of Selectman. Second by Selectman Capello. Vote 5-0. Motion approved.

Discussion with Action: Review Town of Maynard Alcohol Beverage Licensing Regulations, updates from legal.

**Board has some more edits and will defer until July 22, 2014**

### TA Report

- Public Works Projects, Veolia Water is in 2<sup>nd</sup> week of operations, things are going smoothly
- Cost Benefits – Top 10 Roadways
- Acton Street – Mill and Overlay (w/full depth patch)
- Summer Street – Mill and Overlay (w/full depth patch)
- Parker Street – Mill and overlay (w/full depth patch)
- Miscellaneous patching on milled roads 9various locations)
- Cultural Council requesting s September Public Hearing with Board
- CBA's three out of four are done, AFSCME still negotiating. Planning a public presentation on July 22<sup>nd</sup>
- Veteran's housing – next steps from BOS July 22<sup>nd</sup>
- Capital planning on track for August 5 presentation
- MGC – Decision on status of MGC needs to be made before September. Re-use Committee, Facilities Manager and TA/ATA recommendations presented August 5<sup>th</sup>

### ATA Updates:

#### COA update

- Status of Director
- Permission to hire (move for half- time with desire for full-time by FY16)
- Seeking assistance on regional plan (MCOA funds available)
- Proposed temporary move to Golf Course

- Management company not opposed
- Appears to be okay under CPA (restriction being reviewed )
- Low- cost improvements provide high level of added benefits compared to current site.

Chair:

Chetwynd:

- AG's Office has approved the charter changes, now the BOS need to vote again as part of the process. TA will clarify with legal the motion for this set.
- General By-Law Committee needs to be formed, note we need (3) of the past members from the Charter Review to be added on this committee.

Selectman Kreil: None

Selectman Capello:

Selectman Gavin:

- Jimmy MacDonald, where do we stand with him? TA, said council has filled a 91A with court.
- Gavin, Thanked Andrew, Kevin for work progress and Thanked DPW for some resent public work.
- Goals meeting – we need to set date – list of GOALS for 2015 (9/30/2014)
- 8/7 & 8/14 for extra meetings put on HOLD per Sel. Cranshaw
- Gavin, past reading from another community, project in Shrewsbury MA, same Capital Group in involved with that project. We should request a copy of that project just to compare that project with our current project with Planning Board.
- Cranshaw, want TA to pass along information to our new Planner, Bill Nemser.

Selectman Cranshaw:

- Are we making progress with additional liquor licenses? Yes per TA, we are receiving information from Reps and other towns for process.
- Packet notice to Rep Hogan, thank you.
- Notice in packet about the Peyton's license, did we hear back from them yet? TA, no but will keep on it.
- (5-copies of Notice of Decision) Does BOS need to sign all five? Yes per TA.
- Comment # 7 in decision is that clear enough that this license will set another (18) months.

**A motion was made** by Selectman Cranshaw to approve the NOTICE OF DECISION, Skylight, LLC. Application to transfer All-Alcohol License to Capital Group Properties, LLC. Second by Selectman Gavin. Vote 4-1 (Kreil Abstained) Motion approved.

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

Time: 11:25 pm

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

Date:

\_\_\_\_\_  
Selectman, \_\_\_\_\_, Clerk

Initials: BJM

Attachment: 7:15 P

M Public Hearing: Merai Liquors, selling to minors

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### **Maynard Board of Selectmen**

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II. Taking Evidence

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Allow the license holder to ask questions of each witness as they are called.

Ask the license holder if he has any witnesses, documents or other evidence that he'd like to submit to the Board, either to refute the allegations or as mitigating evidence that he thinks the Board should consider when deciding on sanctions. Allow him to present his case.

**Violation No 1** (April 12, 2014 - Police pull over two 18 years olds with vodka bottle and can of beer; admit after arrest to purchasing alcohol at Merai)

Town witnesses:

**Chief Mark DuBois, Maynard Police Department**  
**Becky Mosca, Administrative Assistant to Board of Selectmen**

Summary of Town's Evidence:

**Police pulled over one vehicle, 2-18 years olds. They said they had purchased alcohol from Merai Liquor. Both parties arrested. Minor possession of Alcohol. Minors not asked to see ID at Merai Liquor.**

License holder's witnesses:

**Ithipol Pathumwan**

Summary of defense/mitigation:

**Yes for day when open check license. Didn't know people would fool him. Don't want to sell to minor- When they come, they come with a couple of kids only I purchase the alcohol. Don't want any trouble.**

**Violation No 2** (May 23, 2014 - Police officer observes a 19 year old walk out of Merai and place a brown bag in his trunk; minor is pulled over and found with 30 pack of beer, two 1.75 liter bottles of vodka and rum)

Town witnesses:

**Chief Mark DuBois**

Summary of Town's Evidence:

**Chief DuBois made his officers aware that Town may have issue at Merai Liquors and to watch if they maybe selling to minors. (2) 19 year olds arrested on May 23, 2014.**

License holder's witnesses:

**Ithipol Pathumwan**

Summary of defense/mitigation:

**Checked ID's didn't want to break Law. This is I don't know. I don't want to sell to minors, I don't want to have problem. I have already checked ID. The person has already been checked. Kids lie. You know. Maybe I make mistake. I'm sorry. I asked if person in before. I did not do my job good. Don't want trouble. Don't want money.**

**Violation No 3** (May 29, 2014 – Police surveillance initiated after first two violations and plain clothes officer observes a 19 year old exit the store with a 30 pack of beer and five 1.75 liter bottles of vodka and rum; he admits to purchasing alcohol at Merai previously)

Town witnesses:

**Chief Mark DuBois**

Summary of Town's Evidence:

**Officer sitting across the street running plates on anyone going into Merai Liquors.**

License holder's witnesses:

**Ithipol Pathumwan**

Summary of defense/mitigation:

**Use to remember this person. He comes in group Thought he was ok to purchase. They all look the same. ID looked the same.**

**Violation No 4** (May 29, 2014 – Later that same evening a 19 year old was observed walking out of the store with an 18 pack of beer;; during his arrest he told officers that “you don’t need an ID” at Merai.

Town witnesses:

**Chief Mark DuBois**

Summary of Town's Evidence:

**Chief DuBois, comment from his Officer, Seeley said Kids said, “You don’t need ID at Merai Liquors” that were arrested on May 29, 2014.**

License holder's witnesses:

**Ithipol Pathumwan**

Summary of defense/mitigation:

**Checks ID the first time customers come into store and don't check a second time. Feel people are telling the true and that they don't lie.**

**Violation No 5** (May 30, 2014 – A 17 year old female waited inside her vehicle as an older male entered the store and purchased alcohol and beer; the couple were pulled over, and both admitted he bought the liquor for the minor)

Town witnesses:

**Chief Mark DuBois**

Summary of Town's Evidence:

**Officer witnessed a female driver with a young male. Male entered store and made purchase. Followed car and pulled them over. Male made purchase for female as this he admitted.**

License holder's witnesses:

**Ithipol Pathumwan**

Summary of defense/mitigation:

**No comments from Ithipol Pathumwan on this matter.**

**Violation No 6** (May 31, 2014 – Plain clothes officer observes two underage males, 18 and 19, exit the store with two 30 packs of beer, one bottle of wine, a 1.75 liter bottle of rum, a six pack of beer, and a 40 ounce beer; both admit to the police that the clerk doesn't check for identification)

Town witnesses:

**Chief Mark DuBois**

Summary of Town's Evidence:

**Repeat of summary for violation No 6.**

License holder's witnesses:

**Ithipol Pathumwan**

Summary of defense/mitigation:

**Didn't check ID because he made a past purchase, people look alike.**

**Violation No 7** (May 31, 2014 – Plain clothes officer observes two males purchase two 1.75 liter bottles of vodka; one was found with a fake ID during booking)

Town witnesses:

**Chief Mark DuBois**

Summary of Town's Evidence:

**Repeat of summary for violation No 7.**

License holder's witnesses:

**Ithipol Pathumwan**

Summary of defense/mitigation:

**Checked ID, it was a CT. driver's license. I do not know. I do not know the Law. Do not want to hold people up. Make mistake. I do not want trouble.**

**Violation No 8** (May 31, 2014 – Plain clothes officer observes two males, 20 years old, purchase two 30 packs of beer with a fake ID)

Town witnesses:

**Chief Mark DuBois**

Summary of Town's Evidence:

**Repeat of summary for violation No 8.**

License holder's witnesses:

**Ithipol Pathumwan**

Summary of defense/mitigation:

**When I check ID, I know only that the year is legal. Thought it was ok. I don't know that they fool me.**

### III. Close of the Hearing

Motion to close the hearing. Motion made by Capello to close hearing. Second by Selectman Gavin. Vote 5-0 Motion Approved.

Deliberation, vote on whether each violation occurred, and the penalty for each. (45 minutes)

A motion was made by Selectman Capello to suspend the liquor license of Merai Liquor for (2-weeks) starting August 1 thru August 14<sup>th</sup>, 2014. To retake TIPS training before you reopen on August 15, 2014, also to check with Police on all out of State Licenses. Second by Selectman Cranshaw. Vote 3-2 (Kreil & Gavin) Motion approved.

Gavin believes the penalty is too much for this small business.  
Kreil request all out of State Licenses be checked by Police.

**Assessing Department  
May and June 2014  
Submitted by Angela Marrama**

**Activity Report**

- All name and address changes and land splits and all new and old Personal Property accounts were entered into the system to create the first file for the first quarter of fiscal year 2015, July billing. All bills were mailed on time.
- Patriot Properties has begun the Personal Property review of all new and questionable accounts. I have begun my field work with building permits and cyclical inspections with Patriot Properties soon to begin. I hope to complete about 400 inspections this year. This is where our growth comes from so it is an important piece in the assessing arena.
- Worked on year end closing and setting up new fiscal year schedules for payroll and expenses.
- Processed motor vehicle abatements and deeds for the months of May and June.

## Comments

- During the months of May and June most of my time is spent a lot of time updating the data base with current ownership and address information as well and land splits so that the first bill of the new fiscal year as all accounts to be billed. I also have to review approximately 300 form of lists and determine an estimated value as we have a 2,000 value limit for taxing and make sure that all accounts that need to be billed are added in and any that should not be billed are taken out along with any address or ownership updates for personal property. The first quarter file was created and forwarded to the Treasurer Collector for billing and the bills were created and mailed on time for the August 1<sup>st</sup> due date.
- I will be out in the field inspecting for June and July trying to collect lots of data so the my file for real estate and personal property are as up to date as I can get them. This process is where growth comes from so it is important to gather as much growth as I can for the town as well.



# TOWN OF MAYNARD

## Department of Public Works

MUNICIPAL BUILDING  
195 Main Street  
Maynard, MA 01754  
Tel: 978-897-1317 Fax: 978-897-7290  
www.townofmaynard-ma.gov

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*Administration*

*Highway*

*Water & Sewer*

*WWTP*

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To: Board of Selectmen

From: Christopher Okafor, Operations Manager

Date: July 11, 2014

Re: Monthly Report – June 2014

**Administration: Submitted by Christopher Okafor, Operations Manager**

Some of the major issues worked on in the month of June 2014 include:

- Analysis of DPW – ongoing
- Personnel Management - ongoing
- Union Contract Negotiations - ongoing
- Continue implementation of Facility Dude Work Order Program
- Attending to various public complaints and requests
- WWTP Inventory meetings (Veolia, W & S, DPW)
- WWTP transition meetings (Veolia, W&S, DPW)
- Reo and Coolidge Parks
- Glenwood Cemetery maintenance - ongoing
- Various sewer bills abatement requests reviewed and recommendations
- Mocking bird Sewer Pump Station reconstruction project - ongoing
- Monitoring Trash/Recycling programs Contract - monthly meeting with contractor
- Working with BETA Engineering on Pavement Management Program - ongoing
- Working with BETA Engineering on Unaccepted Roadway, Sidewalk and Ramp inventory – ongoing
- MassDOT Winter Rapid Recovery Road Program Projects (WRRRP)
- Updating Water & Sewer Rules and Regulations - ongoing
- DPW Design and Construction Standards & Details - ongoing
- Discussions with Nstar Gas – Ongoing.
- Reviewing all DPW fees – ongoing
- Tree Works – various locations
- Pavement Preservation Techniques raining for Highway Division Crew

- Working with the Schools System on trees pruning and removal at Green Meadow School.
- Misc.

**Water and Sewer Division: Submitted by Tim Mullally, Foreman**

- DEP monthly reports
- Daily sewer lift station checks and repairs as needed
- Daily final reads for water and sewer
- Daily water treatment plant operations
- DEP water quality testing
- Mow grass at towers, lift stations and water treatment plants
- Daily lift station operations
- Brush company called in to mow down all areas around water towers and sewer easements as ordered by DEP
- Responded to sewer blocks at 16 Acton Street, 8 Glenhill Terrace and 16 Prospect Street

**Highway Division: Submitted by Joe Foster, Foreman**

- Our primary focus this month was to finish spring cleanup at the Cemetery and Parks
- Worked with MassCor on the Cemetery fence
- Scheduled one day a week to mow and weed whack Town owned Parks
- Worked on the roadside brush
- Patching holes around town
- Repaired four catch basins on Lincoln, Florida, Great and Concord
- Five internments
- Grading and filling holes on Silver Hill Road
- Installed granite and cutting brush at the dog park
- Worked with contractor repairing street lights downtown
- Repaired street lights town wide

We continued to assist other Departments as needed with manpower and or equipment as requested. Installed 28 flower plot barrels downtown.

**Waste Water Treatment Plant: Submitted by Mark Votto, Plant Manager, Weston and Sampson**

- Pumped and removed all grease/scum from plant
- Replaced mechanical seal CoMag return pump #3 with Hall Pump
- Watjus Electric replaced electrical parts and installed new local disconnect for Sodium Hypochlorite room fan

- Trucked 27 loads, 243,000 gallons of sludge. All loads with Ratta
- Ordered new brush set and solenoids for Influent Screen
- Service by John Deere on Powder Mill on riding lawn tractor
- Scheduled NE Environmental to perform evaluation of Penn Valley secondary pumping system due to issues with check valves. Recommendations pending, notified Veolia
- Performed tool, lab, general equipment and spare parts inventory for transition to Veolia
- Assisted Veolia transition with Gerald Ballentine, Veolia Plan Manger who has been on site for two weeks in June.



# MAYNARD FIRE DEPARTMENT

Fire Chief  
Anthony Stowers

## Monthly Report

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### JUNE 2014

#### FIRE RESPONSE ACTIVITIES

Number of requests for service from June 1, to June 29, was 111 resulting in over 250 emergency responses and a total of 513 additional activities or service requests for the month. The requests break down for the month break down as follows:

Fire and Emergency Incidents:	111
Inspections:	44
In-house Training Classes:	24
Fire Safety Inspections-Pre-fire Plans	24
On-Site Administrative activities, (meetings, consults, plan review etc.)	174
Off-Site Administrative activities, (consults, taking FA systems off-line, etc.)	36
Other, (conference calls, computer labs, maintenance, equipment tests etc.)	278
Total for June:	691

#### TRAINING ACTIVITIES

All shifts have been involved with the training of our new probationary firefighters. All together members completed over 80 hours of on-shift training this month in a variety of topics such as driver/operator, Fire Safety Surveys, Leadership Development, Rescue Operations, RIT and hydrant operations, and building familiarity with walks through multiple buildings among other topics. Additionally members completed approximately multiple hours of off-site training. Training also continued for our probationary firefighters as they become familiar with Maynard Fire Department procedures and methods. In addition all 4 groups continued working on our pre-fire planning program.

#### SHIFT PROJECTS AND ACTIVITIES

Our fire apparatus committee continued to meet this month and began the process of working with vendors to design a replacement engine to replace engine 2.

Our commercial Fire Safety Survey Program continued this month. This involves firefighters creating a safety partnership with business owners to help keep their business safe and viable moving forward.

We have made some considerable progress with our Records Management Software program. This month we added the Training module to better allow us to track training and training requirements to comply with NFPA and ISO standards. We have also added a vehicle maintenance module to also track applicable standard data.

ACTIONS OF NOTE:

June 25 marked the end of an era here at the Maynard Fire Department. Firefighter Gerry Byrne retired as a career firefighter after 34 years of dedicated service to the Maynard Fire Department and the Town of Maynard. Some people are born with the sole purpose of becoming a firefighter, their enthusiasm and passion for the job is infectious. Gerry certainly fits into this category. Our plan is to recognize his accomplishment more formally this coming fall after he has enjoyed his well-earned vacation.

At the June 17 Board of Selectman's Meeting, Michael Parr was sworn in as a career firefighter for the Maynard Fire Department. Mike is a welcome addition to the fire department and we are looking forward to a long and successful career from him.

Last month I neglected to mention our third annual Mock Accident presented at Alumni Field for Maynard High School Students. This is a Collaborative effort with Maynard Police with help from multiple agencies such as DPW, Dee Bus Service, MGL Towing, Kennedy Funeral Home and of course Maynard High School among others. As always this project was done under the leadership of Captain Sean Kiley and Sergeant Bill Duggan, nice work as usual!

We have continued to see a rise in vehicle maintenance needs. Engine 1 is currently being at Bulldog Fire Apparatus with multiple items needing repair. We also had multiple small repairs done on Ladder 1 and some warranty work conducted on Car 9.

We are continuing to aggressively pursue grant funding from multiple sources.

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



**Figure 1 Photos above are Firefighters and EMT working at the Mock Accident at MHS in May!**



**Figure 2 Swearing in of Michael Parr**



## **Maynard Police Department**

Chief Mark W. Dubois

To: Board of Selectmen

### Monthly Report – June 2014

On June 19<sup>th</sup> the Maynard Police Department welcomed two new officers as they completed basic recruit officer training. The officers began on January 13<sup>th</sup> at the Boylston Regional Police Academy. They received over 800 hours of training during their 23 weeks there. Officer Lucien Comeau and Officer Todd Fletcher are now starting their field training phase of training which consists of learning all aspects of the Maynard Police Department and Town. They are working with seasoned Field Training Officers Paul Maria and Jeff Houle. The field training phase will last until the middle of August when they will be assigned to a shift. Their presence in the department lifts a large burden of officers and fills a void with open positions. We are all very excited they completed the police academy requirements and have starting working shifts here in Maynard.

Three Sergeants attended four days of training at Boston College. The Municipal Police Training Committee worked with FBI-LEEDA (Law Enforcement Executive Development Association) to provide free training for Command Staff and Supervisors. The training covers a variety of current topics to be an effective and successful police supervisor. This is the second of a three part series that these Sergeants have attended and is provided free of charge.

Attached are the police department statistics for June 2014

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	10	10
Abandoned MV	1	2	3
Alarm Fire/Smoke/CO	0	5	5
Alarm - Business	0	5	5
Alarm - Residential	0	7	7
Alarm, Burglar	0	1	1
Animal Complaint	1	20	21
Alcohol Offense	0	4	4
Area check	190	1	191
Assault	0	1	1
Assist Citizen	0	20	20
Assist Fire Dept.	0	3	3
Assist Other Agency	0	4	4
By-Law Violation	1	0	1
Prisoner Cell Checks	0	24	24
Building Check	112	1	113
Court Paperwork Received	0	4	4
Civil Dispute	0	2	2
Disturbance	0	16	16
Disabled MV	2	2	4
Domestic Disturbance	0	3	3
Dumping, Illegal	0	1	1
Escort / Transport	0	1	1
Environmental	0	4	4
Field Interview	1	1	2
Follow Up Investigation	9	0	9
Fraud	0	4	4
General Service	6	10	16
Hazmat Incident/Spill	0	3	3
Harassing / Harassing Calls	0	9	9
House Check	2	0	2
Hazard	1	9	10
ID Check	0	4	4
Investigation	1	1	2
Larceny	0	3	3
Loud Music	0	4	4
Medical Emergency	0	56	56
Mutual Aid - Stow	0	1	1
M/V Accident w/ no injury	1	14	15
M/V Accident, w/Injury	0	3	3
M/V Complaint	0	4	4
M/V Accident; Hit & Run	0	6	6
Motor Vehicle Stop	168	7	175
Motor Vehicle Violation	2	8	10
Notification	0	9	9
Open door	0	5	5
Serve Paperwork	5	3	8
Parking Complaint	2	4	6
Personel Entry	0	2	2
Property Damage	2	0	2
Found / Lost Property	0	10	10
PRISONER TRANSPORT	1	3	4
Private Tow/Repossession	0	3	3
Radar Enforcement	120	0	120
Serve Restraining Order	2	5	7
Restraining Order Violation	0	1	1
Sex Offenses	0	1	1
Suicide / Threat	0	1	1
Serve Summons	2	0	2
Suspicious Person	2	5	7
Suspicious Activity	5	36	41

Dispatch Analysis

Printed: 07/01/2014

Threatening to Commit a Crime	0	3	3
Traffic Enforcement	58	0	58
Traffic Control	1	0	1
Trespassing	1	1	2
Traffic Hazard	0	1	1
Undesirable	1	1	2
Vandalism	0	6	6
Serve Warrant	0	5	5
Well Being Check	2	9	11
Wire Down/Tree Down	0	3	3
<b>TOTAL</b>	<b>702</b>	<b>405</b>	<b>1107</b>

**Case Assignment Breakdown**

<u>Type Of Case</u>	<u>Total</u>	<u>%</u>
Incidents	79	38.9%
Accidents	20	9.9%
Arrests	40	19.7%
Citations	64	31.5%
EMS	0	0.0%
Field Interviews	0	0.0%
Fire Incidents	0	0.0%
<b>TOTAL</b>	<b>203</b>	<b>100.0%</b>

Percent of Calls Where Case Num. Assigned: 18.3%

Michael P. Manning  
1 Hazelwood Road  
Maynard Massachusetts  
01754

To The Maynard Selectmen & Town Administrator

July 2, 2014

Dear selectmen members I write this letter with regards to the board of assessors meeting held last evening in which I was notified that the board of assessors will no longer receive a stipend for their services with the Town of Maynard. I was informed that this was voted by the selectmen and removed from the town's budget without notice to the board members. I find this very troubling. My term as a board member has not ended and the agreement with the town during my term as a board member was that I would receive a stipend throughout my term. I feel that I have been betrayed and that a breach of contract or agreement is evident and without notice. I find it very disturbing that absolutely no communications were directed to me as I have been a long standing board member for the Town of Maynard. The selectmen felt they did not need to communicate this with the board members and held a vote without notice or consideration for the board. The lack of respect and thoughtfulness towards others is not the type of selectmen or town administration that I feel that I could continue with. I simply request that the town fulfill its agreement with me until my term has ended. Please respond promptly.

Thank You

Michael P. Manning



# TOWN OF MAYNARD TOWN CLERK

MUNICIPAL BUILDING  
195 MAIN STREET  
MAYNARD, MASSACHUSETTS 01754  
Tel: 978-897-1300 Fax: 978-897-8553

July 8, 2014

To: Boards and Committees  
From: Michelle Sokolowski, Town Clerk  
Re: Oath of Office

Dear Officer:

My records indicate you have been appointed or elected to a board, committee or other Town function. Prior to taking your position, ***you must come to the Town Clerks Office to be sworn in.***

- Michael Albanese
  - Richard Asmann
  - Christine Bell
  - Bouchra Blinkenstaff
  - Matt Briggs
  - Bernard W. Cahill
  - Chuck Caragianes
  - Ron Cassidy
  - Michael Chambers
  - Justin Cole
  - Lucien Comeau
  - Jennifer A. Condon
  - Linda Connolly
  - Andrew D. D'Amour
  - Lt. James Dawson
  - James E. Downing
  - Peter Falzone
  - Mary Ferranti
  - Todd Fletcher
  - John Flood
  
  - Joe Foster
  - Jennifer Gaudet
  
  - Robert Gerardi
  - David Griffin
  - Mary Hilli
  - Max Lamson
  - Craig D. Martin
  - Kathy McMillan
  - Marilyn Messenger
  - Marie Morando
  
  - Peter Morrison
  - Thomsd Natoli
- Constable
  - Maynard Green Communities
  - Recreation Commission
  - Matron
  - Town School Building Committee
  - Planning Board
  - Town School Building Committee
  - Local Emergency Planning Committee
  - Community Preservation Committee
  - Finance Committee
  - Reserve Police Officer
  - Animal Inspector
  - Planning Board
  - Alternate Planning Board Member
  - Local Emergency Planning Committee
  - Alternate Wiring Inspector
  - Recreation Commission
  - Maynard Citizens Corps/Medical Reserve Corps
  - Reserve Police Officer
  - Maynard Citizens Corps/Medical Reserve Corps
  - Local Emergency Planning Committee
  - Local Emergency Planning Committee
  - Finance Committee
  - Town School Building Committee
  - Town School Building Committee
  - Historical Commission
  - Maynard Citizens Corps/Medical Reserve Corps
  - Maynard Green Communities Committee
  - Alternate Buliding Commissioner
  - Maynard Citizens Corps/Medical Reserve Corps
  - Board of Appeals
  - Town School Building Committee
  - Maynard Green Communities Committee
  - Wire Inspector
  - Animal Inspector

- **Bill Nemser**
  - **Ken Neuhauser**
  - **Peter O'Callaghan**
  - **Jeremy Pierce**
  - **Mary Ellen Quintal**
  - **Ronald J. Raffi, Sr.**
  - **Deb Roussell**
  - **Donald Rowe**
  - **Adam J. Sahlberg**
  - **Paul Scheiner**
  - **Andrew Scribner-MacLean**
  - **Daniel Stuart**
  - **Michael Sutherland**
  - **Phyliss Tower**
- Town Planner**
  - Maynard Green Communities Committee**
  - Town School Building Committee**
  - Town School Building Committee**
  - Assistant Plumbing Inspector**
  - Assistant Gas Inspector**
  - Maynard Citizens Corps/Medical Reserve Corps**
  - Constable**
  - Maynard Citizens Corps/Medical Reserve Corps**
  - Finance Committee**
  - Plumbing Inspector**
  - Board of Appeals**
  - Public Hearing Officer**
  - Capital Planning Committee**
  - Reserve Police Officer**
  - Matron**

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# Town of Maynard, Massachusetts

## Kevin Sweet, Town Administrator

Municipal Building  
195 Main St.  
Maynard, MA 01754



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## FOR IMMEDIATE RELEASE

Friday, July 11, 2014

Contact: John Guilfoil  
Phone: 978-841-9948  
Email: [john@jgpr.net](mailto:john@jgpr.net)

## **Bill Nemser Hired as Maynard Town Planner**

### **AICP Certified Planner Brings More than 10 Years of Experience to Maynard**

MAYNARD—The second Town Planner in Maynard's history began his term this week, working to help the community grow and evolve.

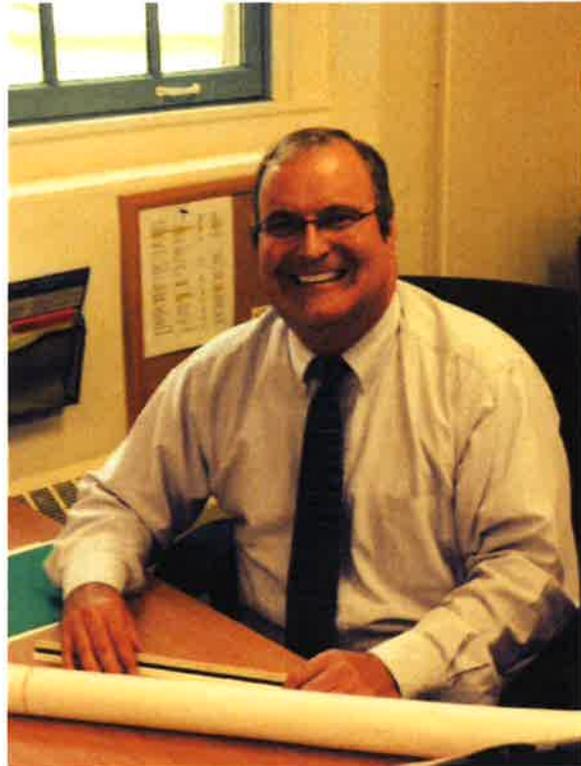
The Town of Maynard is pleased to announce the hiring of Bill Nemser, who brings a wealth of knowledge and experience to town. Mr. Nemser graduated from Florida Atlantic University with his Master's degree in Urban Planning in 2005. He is also an AICP Certified Planner and LEED AP with more than 10 years of experience. Most of this time was spent

working in Wellington, Florida, developing various-sized residential and business areas in a large and diverse area with 57,000 residents.

**His work in Wellington helped the town earn a spot on the “Top 100 Best Places To Live” by CNN Money Magazine in 2010.**

"Maynard is very pleased to have Bill Nemser join our team as we strive to continue to improve the economic well-being and quality of life residents enjoy" Town Administrator, Kevin Sweet said. "This is a very exciting time for Maynard, and I am sure Bill will help bring us to the next level!"

Mr. Nemser's vast range of experience in the Town Planning field includes experience in site plan design, neighborhood reinvestment, community engagement/consensus building, zoning code/comprehensive plan development as well day-to-day land use/zoning issues. He hopes to bring his skills to Maynard, including bringing his ability to work successfully with diverse interests.



The Town Planning and ZBA division is responsible for enforcing and submitting revisions of town zoning by-laws to town meeting for approval. The office can assist Maynard residents in viewing records, submitting applications, obtaining information, or scheduling an appointment.

The Next Planning Board Meeting will be July 29, at 7 p.m., at Town Hall.

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John Guilfoil Public Relations LLC  
1 Westinghouse Plaza  
Unit 315  
Boston, MA 02136  
617-993-0003

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# Town of Maynard, Massachusetts

## Kevin Sweet, Town Administrator

Municipal Building  
195 Main St.  
Maynard, MA 01754



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## FOR IMMEDIATE RELEASE

Wednesday, July 9, 2014

Contact: John Guilfoil  
Phone: 978-841-9948  
Email: [john@jgpr.net](mailto:john@jgpr.net)

# Maynard Earns Insurance Premium Credits through MIIA Rewards Program

## More than \$14,000 in Reduced Insurance Costs

MAYNARD – The Town of Maynard has received \$14,402 back on its workers compensation and property casualty insurance costs. The town earned the credits – which will be applied toward premiums for the next fiscal year – through proactive and voluntary participation in loss prevention and risk management activities that are part of incentive programs offered by the Massachusetts Interlocal Insurance Association (MIIA), its insurance provider.

MIIA offers these no-cost training and educational courses as a benefit to help its members reduce their risks and insurance premiums. In fiscal year 2014, MIIA awarded over \$2.3 million of premium credits collectively to the membership through its Rewards program resulting in a 12-year total of \$22.1 million.

"This is a double win for the Town of Maynard. Not only do we save money, but the loss control and administrative training we received, for free, through MIIA will save the town more money and headaches down the line," said Town Administrator Kevin Sweet.

Committed to keeping the community safer and fiscally stronger, Maynard implemented loss control measures and administrative procedures that reduce the risk of accidents and property damage. In addition, employees participated in training programs that promote effective management and operations.

"MIIA is pleased to partner with our members to help establish effective and cost-saving best practices, and to reward them each year for implementing such innovative loss control programs," Stanley Corcoran, Executive Vice President of MIIA said. "Congratulations to Maynard for working proactively to mitigate risk, lower potential municipal liability, and reduce municipal taxpayer burden."

The Massachusetts Interlocal Insurance Association (MIIA) is the non-profit insurance arm of the Massachusetts Municipal Association. As a member-based organization, MIIA's only focus is to provide excellent service and quality risk management solutions to Massachusetts municipalities and related public entities. Municipal insurance its only business, MIIA insures nearly 400 cities, towns, and other public entities in Massachusetts. For more information, visit [www.emiia.org](http://www.emiia.org) and [www.mma.org](http://www.mma.org).

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Selectmen - Town of MAYNARD  
195 MAIN STREET  
MAYNARD, MA 01754

### **Four Reasons and Restrictions**

that you should be made aware of that apply to the use /re-use of  
the 10 foot tall, concrete walled, elevated backfill parking lot located across  
the street from the Oriental Delight restaurant  
to prevent damage, harm and be in alignment with State law and municipal  
Protective By-law

July 9, 2014

50 Waltham Street Maynard, Mass. 01754

Selectmen Town of Maynard 195 Main Street Maynard, Mass. 01754

Concerning the properties known as the Oriental Delight restaurant. To prevent further damage and harm.

Dear Selectmen, I have been in contact with the town's designated officers, employees and elected/appointed officials on *four* issues over the years, I am sorry to say, as each situation was created and it caused considerable negative affect to our home and our health. When the situations required it, I called on State authorities to present the validity of our concerns for us.

Now various building and reuse of properties surrounding or abutting our house( and even across the street) are being considered and I am now of the opinion, that somehow the bad situations we have been tolerating so unfairly are going to be made *worse just because* no one is communicating with anyone else. I believe you the Selectmen should be informed directly and not left out of the loop due to the seriousness of the issues involved. To be clear, background-wise, we have never asked for anything that our own town regulations did not guarantee or that state or federal law did not mandate when we have had contact with the town personnel and officials, and those situations were usually created after we were residents.

Each of those situations could have been properly dealt with as they arose, but now, as I have told the CC, the **water table problem** is intolerable. It is mostly on this topic and the certain outcome of worsening the water table situation that will result from mistakenly misusing some of that restaurant property that I am supplying this information to the Selectmen today. I am also in communication with the DEP, I have communicated with the CC,( and some while ago I expected mitigation from the Building Office) all focused on *one* issue which will likely become so much worse if it is exacerbated any further that it will spread into other properties with detrimental effects (as has already started.)

### **Four Reasons and Restrictions**

**that you should be made aware of that apply to the use /re-use of  
the 10 foot tall, concrete walled, elevated backfill parking lot located across  
the street from the Oriental Delight restaurant**

**to prevent damage, harm and be in alignment with State law and municipal  
Protective By-law**

1. Dimensional Shortfall
2. Wetland Restriction Zone
3. Dangerous Interaction of the Elevated Wall with Diesel (and gas) Operation Exhaust
4. Non-conforming re-use

There is a water way running parallel to Hayes Street from the swamps near the cemeteries, under the restaurant on Waltham Street, through private properties down Douglas Ave to Power Mill Road to the Assabet River. It is contained in a 42 inch pipe, except for the portion that is built into the foundation of the restaurant building, but is officially a water way, because 'mother nature' still has geological drainage needs and had a drainage system long before there were houses here. The water table has been raised (and the geographical area affected increased) with every back fill, every pave-over and every building since I started keeping data (in 1998), when the flooding situation became urgent immediately after the creation of the backyard parking lot / big building at 46 Waltham Street (which is a water way site.) This info was shared with town personnel starting in 1998. Each time backfilling, paving and building (which included grade changing, compacting, utility installation) occurred the situation worsened, and it is apparent that the affects were not just found in our home. (For example, utility pipes under the street began to quake intermittently with each new 'development'- so much so that in 1998 is caused a gas line break, and in 2010 the towns repaving project shook the sewer line – and possibly the brook pipe- so violently it alarmingly shook our entire house.) One of the areas that a developer wants to reuse is the **10 foot tall, concrete walled, elevated backfill parking lot** at the corner of Waltham Street and Walcott Ave. According to a planning/building company that met with me, there are plans to build two houses atop that concrete walled, deeply backfilled area.

There are *several* reasons and restrictions that you should be made aware of that would not allow this.

1. Dimensional Shortfall
2. Wetland restriction Zone
3. The dangerous interaction of the elevated wall with Diesel (and gas) operation exhaust.
4. Non-conforming re-use.

**1. Dimensional Shortfall-** There are two parts to this restriction- one is in our own Protective Zoning By-laws and the other is interaction with restriction 2, the wetlands restriction. To build a duplex on the property and a single residence would require 10000 and 7000 sq ft, which they do just qualify. But there is also a requirement for 75 feet frontage and 70 feet depth. Examination of the lot does not seem to meet the requirement for the second, smaller lot. But. . .

**2. Wetland Restriction Zone.** About 45 feet of that **10 foot tall, concrete walled, elevated backfill parking lot** is in the 'water way zone' and the water table restriction requires (just as our own municipal CC used to enforce) that it not be built on. Dimensionally this would leave 115 feet of frontage and at least prevent worsening the water table situation on the side of the walled structure which faces the waterway and abuts my property, (hopefully.)

**3. The dangerous interaction of the elevated wall with Diesel and gas vehicle operation exhaust.** This is not a hypothetical situation, it has happened before and been communicated to the Health Board and the DEP subsequent to one of the last serious incidents. What is unreasonable, is that all the ingredients are still in place even though town protective by-laws and a town enforcement order prevent one of the sources of seriously hazardous air pollution and State DEP wetlands restriction has jurisdiction over the

other. As Diesels idle (and others too) whether on the backyard parking lot (itself backfilled 3 feet) at 46 Waltham Street or on the 10 foot tall concrete walled elevated parking lot, the exhaust gases rise and expand (Boyle's Law of physics) until they cool, becoming heavier than air, and settle to the ground. But gases on the ground seek out the lowest level and (physic law) gases condense. But in our location there is now backfill on both sides, what was lower than our property in 1996 is now higher. And what was the same elevation originally but raised over and over, to match the elevation of the street being raised by 3 feet, too. When the diesel exhaust descended onto our property it was restricted from spreading out and run up against a wall it could not climb over. Several incidences occurred with serious results, one incident claimed the life of our pet who had fled to the basement to escape the riotous racket of vehicles and machinery on the 46 Waltham lot, as we informed the CC at the time in, 1997, when the same operations were badly affecting us another incident on Feb.11, 2003 resulted when two giant diesels idled at the simultaneously on both parking lots, in subfreezing weather and both of us and a pet suffered permanent or lengthy health change. (In subfreezing temperatures the constitution of diesel exhaust is different, worse.) One winter, there was a period of time of serious illness resulting from the diesel exhaust that only a chance occurrence alerted us to how ill we were, which I had to inform the DEP of. The cold weather created the "negative air pressure" so the exhaust was drawn into the warmer house, probably through the basement and lower levels, but the concrete wall, of the elevated parking lot, almost 100 feet long down the side of our home, condensed the exhaust as it piled up against it.

**4.Non-conforming use re-use.** As I communicated to the Selectmen some months ago in the article I wrote exploring the historical origination of the 10 foot tall, **concrete walled elevated backfill parking lot** that the Russo's family's restaurant had built, where I asked the removed screening and setback and landscaping (1994 and 2000) be restored for the neighborhood and for the businesses sake, especially considering the fact that it was located in residential, and not being used as a residential lot, and was easily abused, and even the source of several car collisions with damage and overhanging (as shown in the accompanying photos.) To have a lot so far above the other lots is a situation negatively affecting the abutters, such as loss of privacy, and a situation which creates likelihood of endangerment or accident. "Screening" would not be a solution.

**When the non-conforming use is already causing damage.** It is unfair to the abutters to have a huge deep backfill inside a walled structure in an area which is accumulating so much water, in an area which has lost its capacity to hold precipitation and control flooding. This 'double house lot' is part of that problem, as it sits in the same water table blockage area that all the houses from Harrison to Powder Mill are in. How bad is the water table blockage? I informed the Selectmen in 2010 that the street runoff events had devastated my yard, particularly up to the first drainage trench, but the water table rise, particularly after the 2006 backfilling at 37 Douglas and the 2010 burying of the storm water management drain and some backfilling at the same location is currently doing more and more damage. In my yard, seven dead trees in the last year, full grown trees simply topple over sometimes. Everyone has a sump pump now, and I asked that the restaurants pumps be turned on because the effects of their pumps being off were being seen and felt. There have only been two years that I recall our yard being dry since 1998, one of those years is this year. Yet, on April 1<sup>st</sup>, it too was under water ( yes, under water.) See the photos sent to the DEP. Neighbors have tried backfilling the "flooding" out of existence,

but that had only made it worse, resulting in the water table rising into their own basement and their neighbors basements. That is 'displacement', and cannot be done ( so said the former State Representative '...everyone knows that...') How bad is the water table rise ? Even in this drought – like condition of dryness and the lowest Water Table I have ever recorded, the water table rose 15 inches from 1 1/8 inches of precipitation. In the prior storm, water was video recorded actually *shooting* down the second drainage trench, the one partially made by the DPW, with high velocity. Routinely, normally, water flows down the trench from the base of the 10 foot tall, concrete walled, elevated backfill parking lot for days after a storm, even for weeks, as video recorded (though, this year is a precipitation shortfall.)

**5.Constantly High Water Table Effects- Wood Destroying Pests and Mold.** Since the permanent water table rise two situations have worsened. Our pest management company stated , "You gotta get all this water out of here" as he had to contend with 3 pests that require immediate pesticide eradication, the situation is that unnatural. And all this water table rise, with no natural drainage, affecting so many of the houses along the course of the piped brook way, have a mold problem, both indoors and out-doors. This might be visible as it often is in our yard, but it might not be, and the mold can migrate into the homes. It is very serious as mold is a Volatile Organic Compound, it is not meant to be breathed and it can attack any wood surface too, and is opportunist by nature, attaching to wet wood, to food, and to your mucus membranes when it is breathed or ingested. It has reached such levels in our home that it is likely a source of the unknown ailments affecting my household.

**Summation:**

As a non-conforming structure, no longer to be just a parking lot, and in recognized wet lands, and being intrusive and improper to the other residents already there, which cannot do backfilling without severe repercussions to their own home or to neighbors, and as should by a 20 or more year history to be likely to cause immediate worsening of the water table, I believe it would be wrong, irresponsible and shortsighted to build atop and into the backfilled lot. I ask that the 10 foot tall, concrete walled, elevated backfill parking lot be returned to its former terrain slope and elevation which would be somewhat the same as mine- according to a historic 1926 photo already presented to the Selectmen in 2010, though that could be difficult seeing as how the street has been elevated 3 feet since 1950 (or so) and the rear abutter property has been raised about 2 feet since 2006. It is proper to expect the restoration process to begin. Exploring the water table rise and flooding situation, I do not know what effect the concrete wall itself would have, but seeing as the DEP stipulates a restriction about 45 feet into that lot, returning the property to its former slope and elevation would seem to be the only indicated course.

I have included other info, repetitive of some info previously supplied to the Town, and the State, to help establish the point that we must not let this situation slip through the cracks and make a worsening situation further serious.

Marshall P. Hall

DIMENSIONAL  
FRONTAGE AND DEPTH  
SHORTFALL -  
BUT  
DEP RESTRICTION  
OF AT LEAST PART  
OF IT, TOO

WETLAND

DIRECTION OF DOUGLAS AVE  
←

DIRECTION OF WALTHAM ST  
→

SEE BACK FILLED PARKING LOT WALL

PARKING LOT WALL

← FLOODING YARD AT THE BASE OF THE PARKING LOT WALL

← FLOODING TO THE SURFACE IN OUR YARD

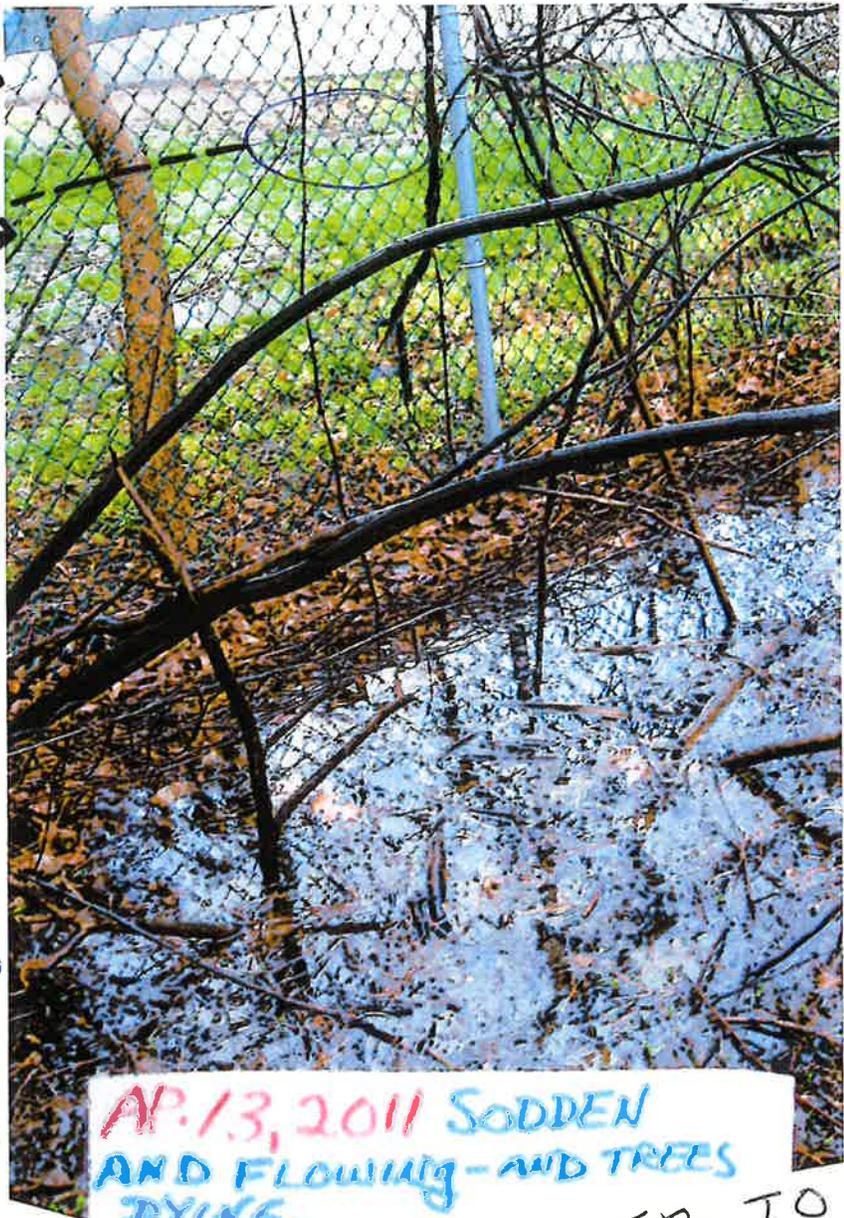
↓ DIRECTION TO THE BROOK PIPE

10 FOOT ELEVATED PARKING LOT

REAR OF 37 DOUGLAS

REAR OF 50 WALTHAM

SEE LOCATION OF BURIED OFF-STREET STORMWATER DRAIN (AT BASE OF 10 FOOT BACK FILLED PARKING LOT)



AP. 13, 2011 SODDEN AND FLOWING - AND TREES DYING.

photo taken from near Douglas Ave - through fence into 37 Douglas Ave where storm drain was buried (OCT 2010) and long "10 FOOT CONCRETE WALL" BACK FILLED PARKING LOT IN THE BACK GROUND ON WALTHAM STREET

WATER TO THE SURFACE MORE SEVERE THAT BEFORE BURYING OFF-STREET DRAIN, AND RECENT BACK FILLING THE YARD AT BASE OF THE 10 FOOT TALL PARKING LOT

OUR YARD ABUSED SINCE 1997 - FORMERLY THE MOST ATTRACTIVE AND NATURAL

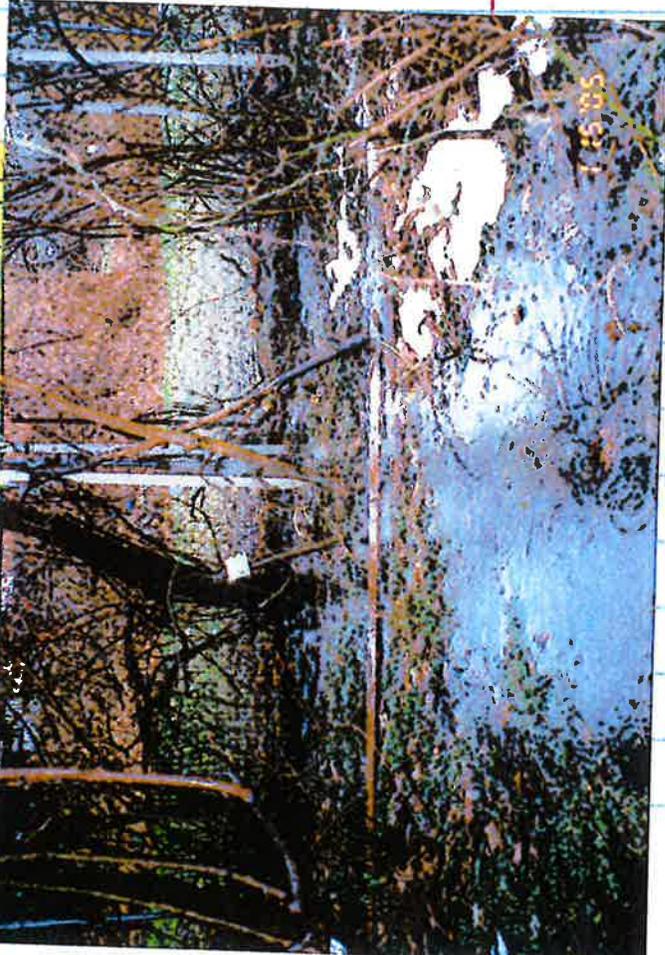


A FORMER LAWN AREA

← BROOK

MID-YARD

VIEW OF OTHER PARKING LOT BEHIND 1997 BUILDING - SOME BACK FILL - AND ALTERED STORM DRAIN IN BROOK PIPE



← Direction of Storm Drain in BROOK PIPE / See ABOVE Photo!



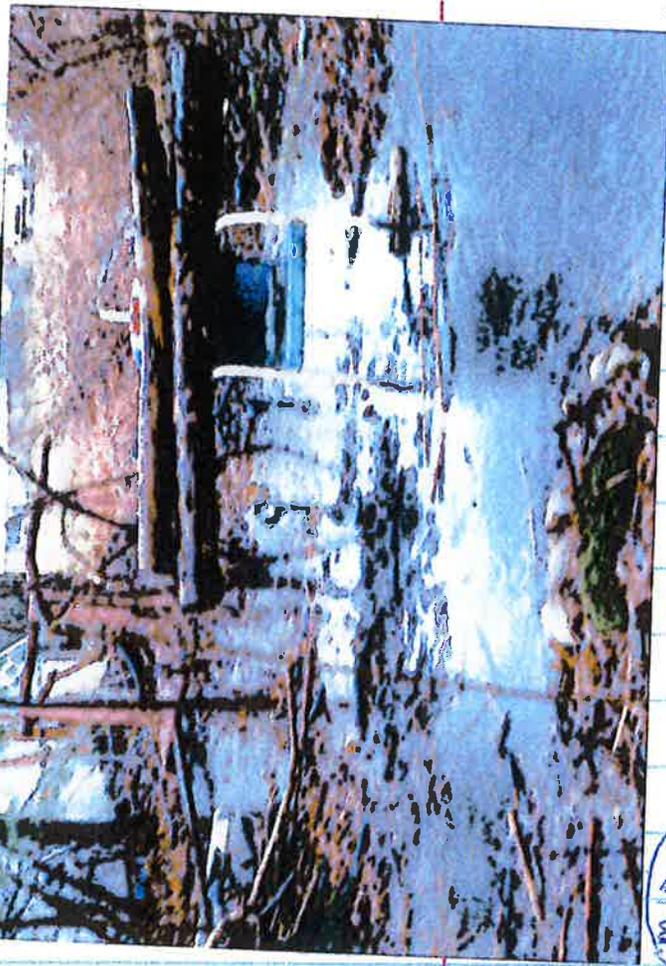
Direction OF

BURNED Storm DRAIN

(AND PARTIAL BACK FILL

BEHIND ELEVATED PARKING LOT - FORMER WOODED AREA!)

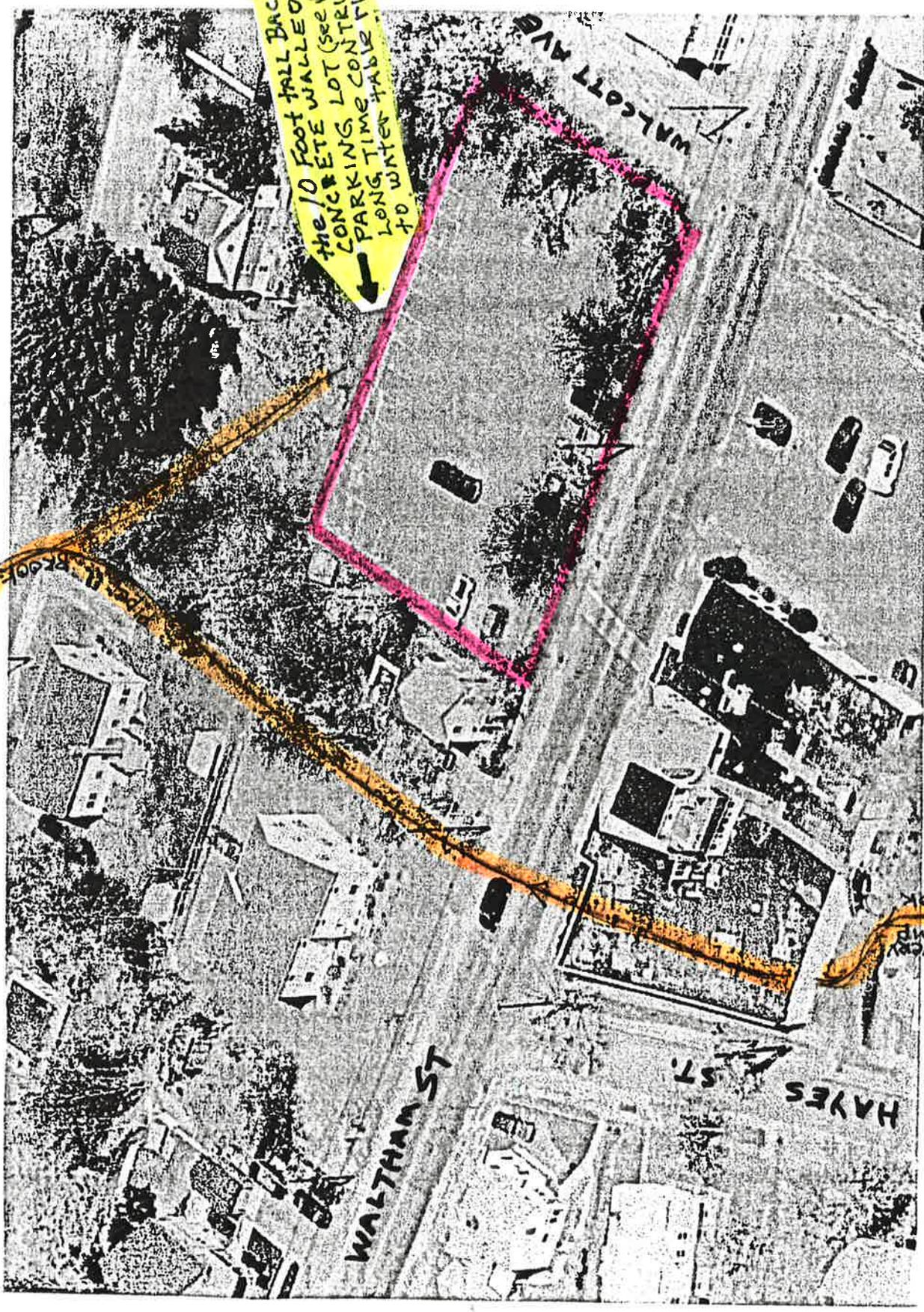
REAR YARD



MID-YARD

Direction of The ELEVATED PARKING LOT →

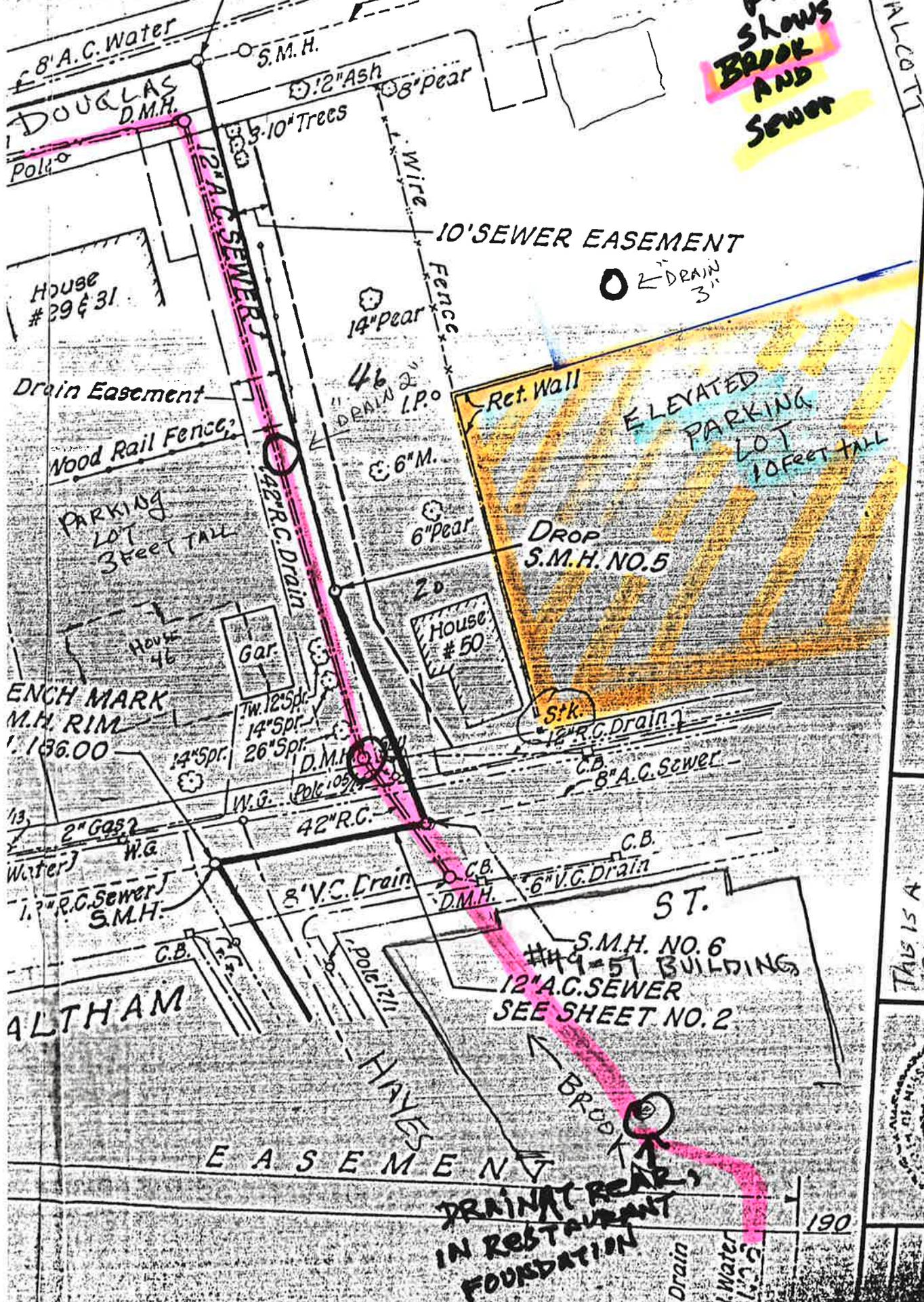
BACKFILL AND WATER TABLE RISE WATERWAY AND DRAINAGE REMOVED  
PROBLEMS — RESTORATIVE STEPS REQUIRED URGENTLY



FLOODING AND RUNOFF  
ARE ALREADY OUT OF CONTROL

DROP S.M.H. NO. 4

**Survey  
PLAN  
SHOWS  
BROOK  
AND  
SEWER**



UNALLOTTED

**S.E.A Consultants Inc.**  
Engineers/Planners



THIS IS A  
1973 Survey

1973



**DRAINAGE  
IN RESTAURANT  
FOUNDATION**

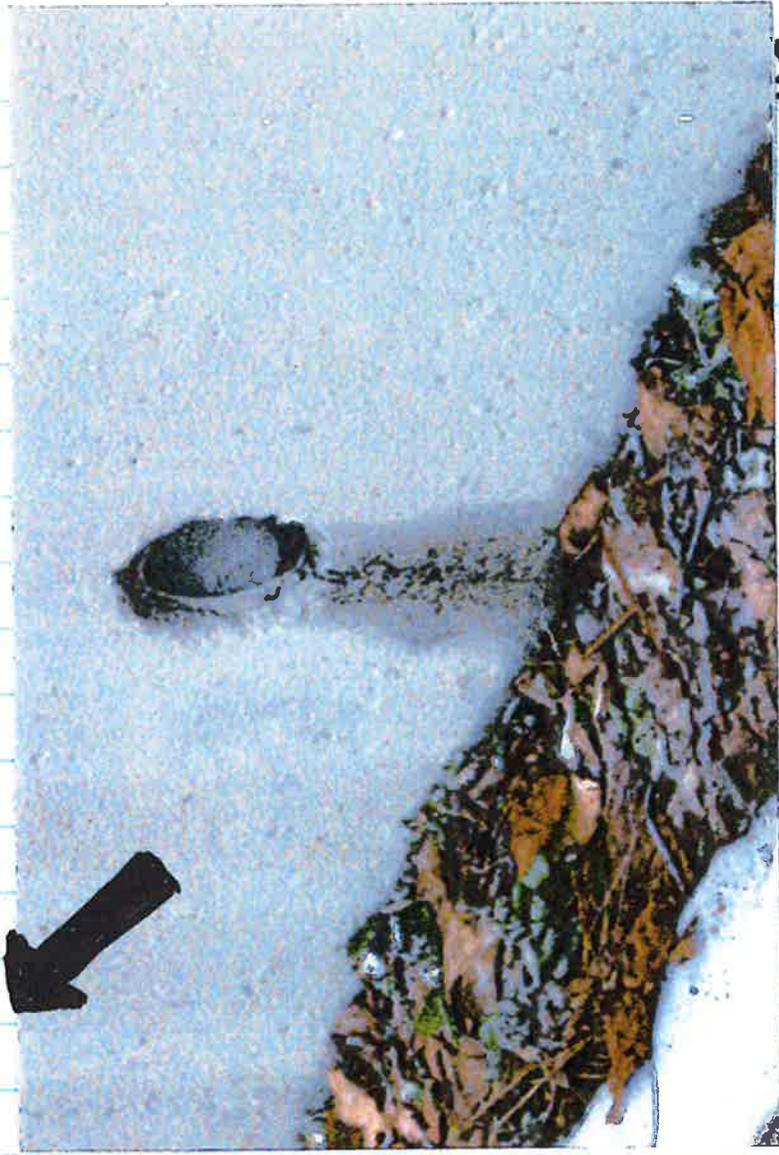
REAR WALL - FACING DOUGLAS AVE - INTERIOR - LINDA WOODS DRIVE



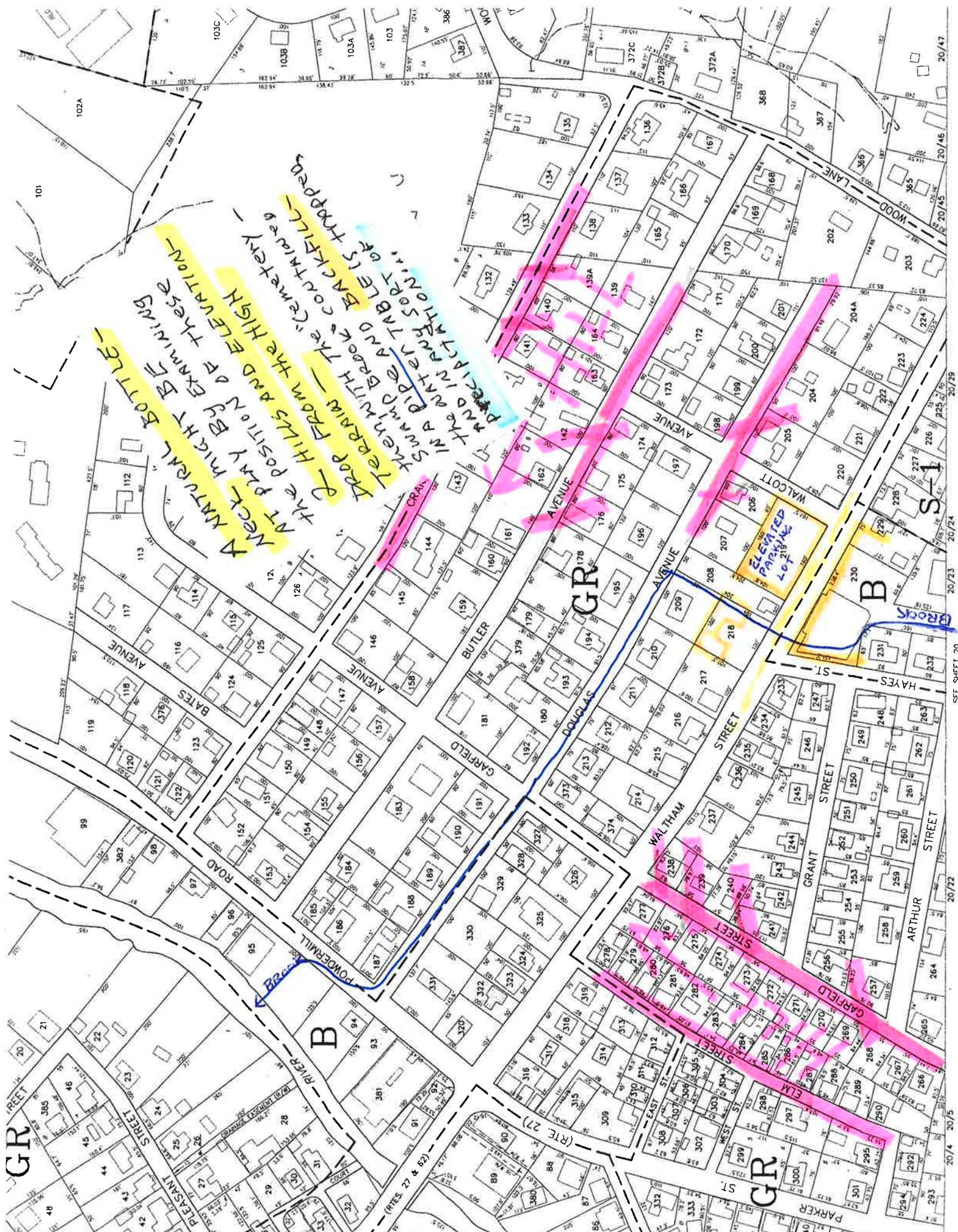
ELEVATED CONCRETE WALL WITH BACK FILL



PARKING LOT WALL



1998 EMERGENCY DRAINAGE TRENCH FROM BASE OF CONCRETE WALL, 10 FOOT TALL CONCRETE WALL - (ONE OF SEVERAL)

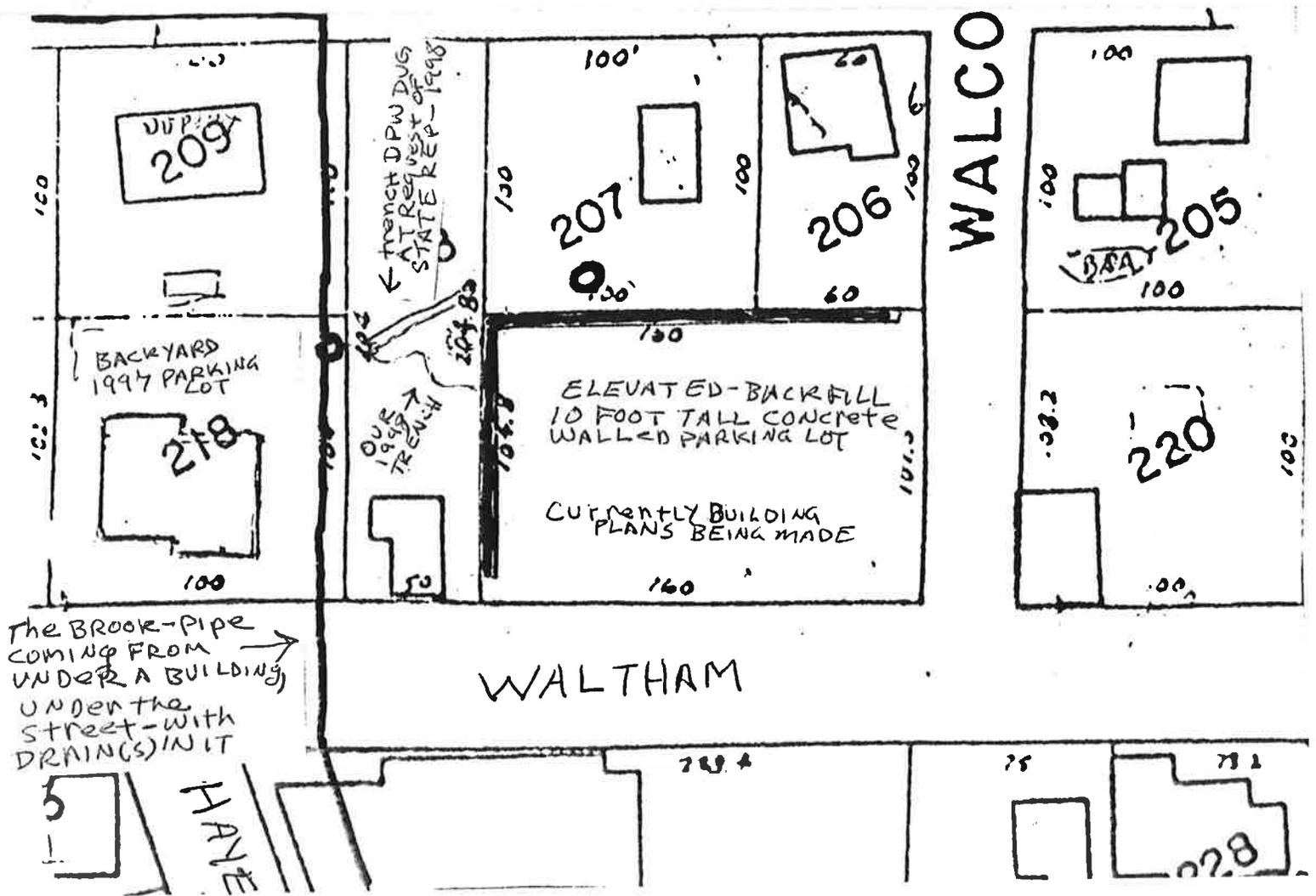


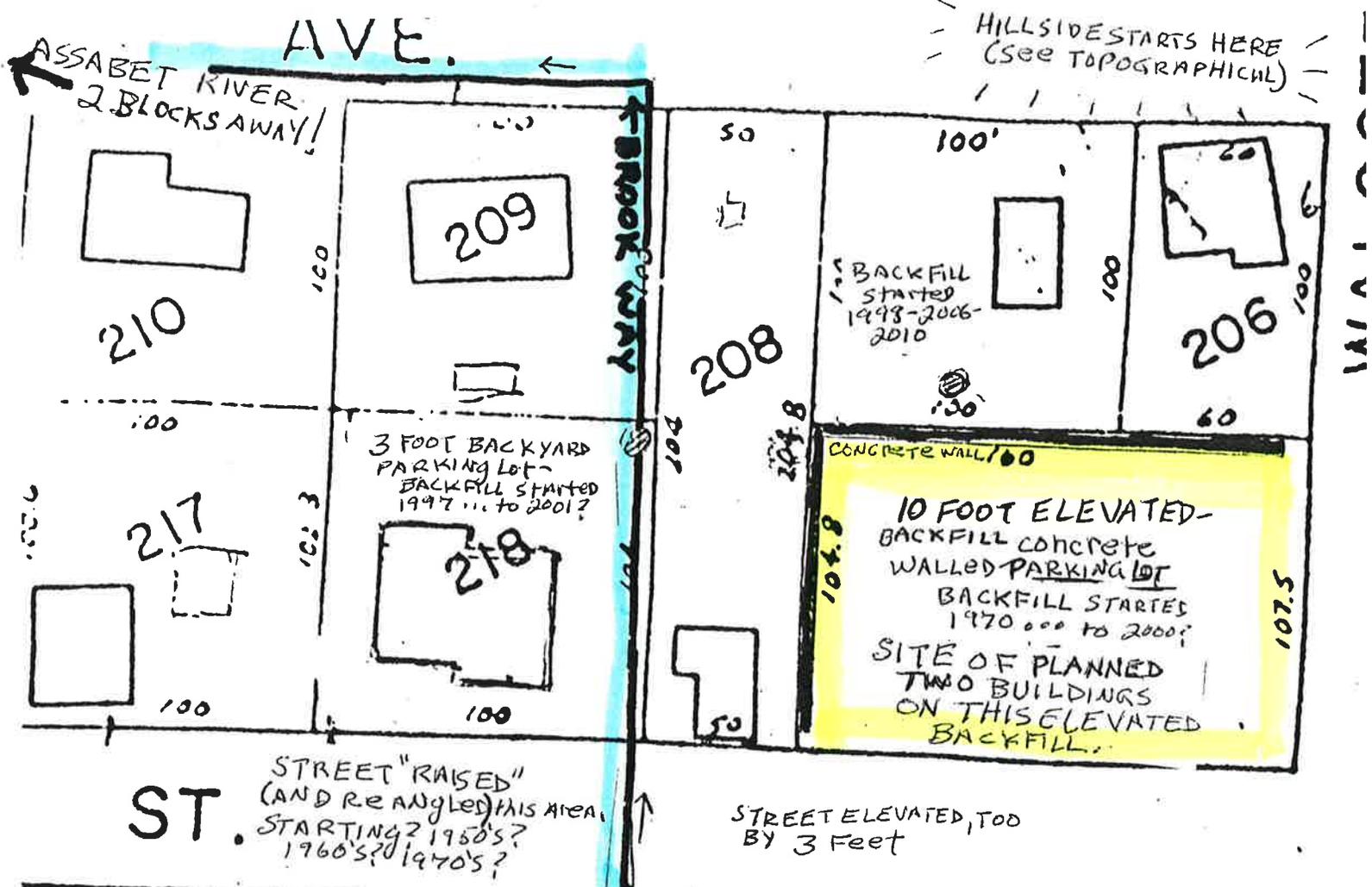
A NATURAL BOTTLE-  
 NECK MIGHT BE  
 AT PLAY BY EXAMINING  
 THE POSITION OF THESE  
 TRENCHES FROM THE HIGH  
 HILLS AND ELEVATION  
 OF HILLS AND BACKTILLS  
 TRENCH WITH THE CEMETERY  
 AND IN ANY SORT OF  
 PARTICIPATION, IT IS TRAPPED

ELEVATED PARKING Lot 219A

Thought the DEP has not announced an official 'drought' condition, our experiences with measuring the precipitation and water table situation indicated that an unusual dry condition has been occurring since sometime after April. Our own yard has been unable to support drainage trenches and observation sites well, if at all, since the backfill of the area behind the 10 foot tall, concrete walled, elevated backfill parking lot ( corner of Walcott Ave and Waltham Street ) and the burying of the off street stormwater management drain there later.

What follows is the record of how the water table reacted on June 25 from just 1 ¼ inch of precipitation. The water table rose 15 inches, in this drought like condition, or more, and considerable evidence that our yard abutting the backfilled lot behind the 10 foot elevated backfill parking lot and the yard behind it, was flooded to the surface.



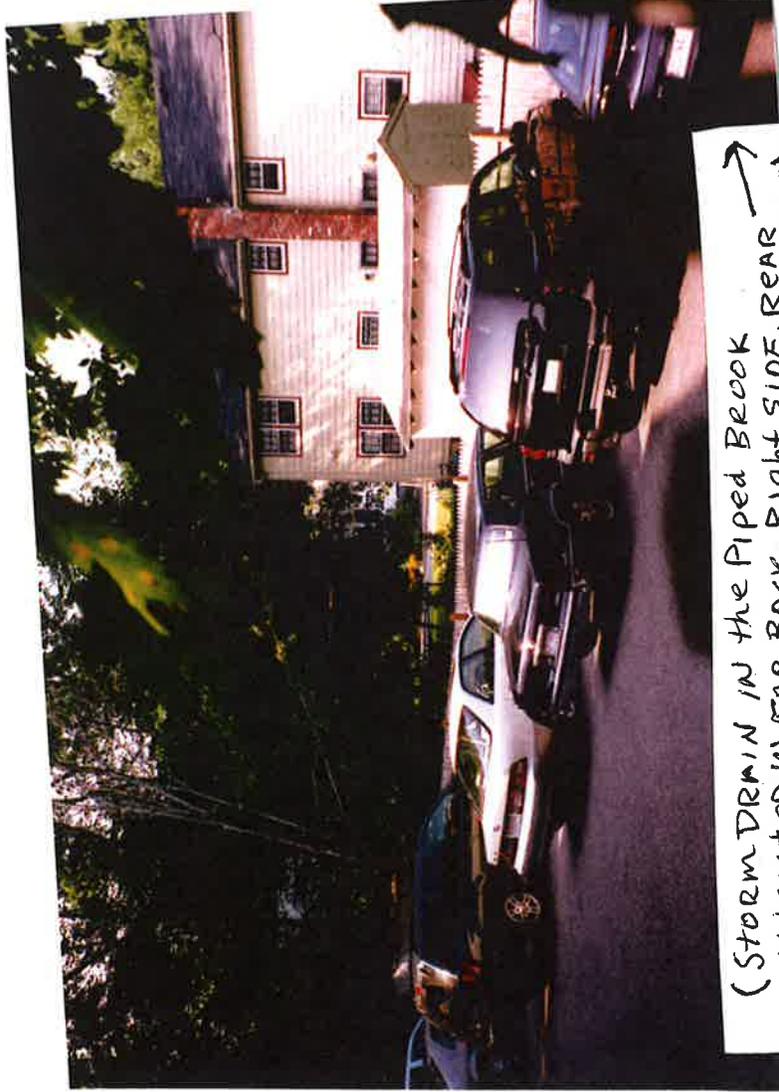


HILLSIDE STARTS HERE (SEE TOPOGRAPHICAL)

RELATIONSHIP OF THE BACKFILLING AND THE RESULTING WATER TABLE RISE\* - ESPECIALLY WITHIN THE 100 FEET OF THE BROOK WAY - A WETLAND JURISDICTION. IT IS HERE THAT THE 10 FOOT "ELEVATED-BACKFILL" PARKING LOT IS BEING PLANNED FOR DEVELOPMENT. (\*"FLOODING")

THE AREA CANNOT TOLERATE MORE AGGRAVATING AND REQUIRES IMMEDIATE RESTORATION.





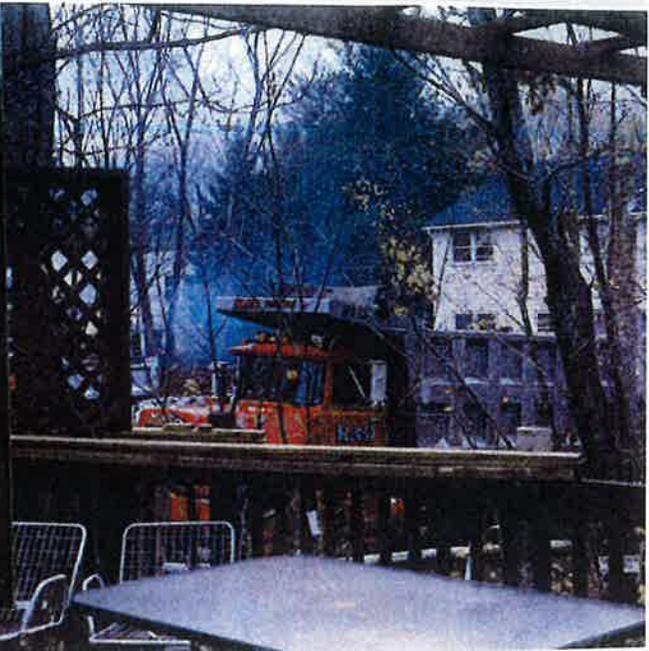
(STORM DRAIN IN THE PIPED BROOK  
IS LOCATED IN FAR BACK, RIGHT SIDE, REAR  
CORNER OF THIS "3 FOOT" BACKYARD PARKING LOT) →

Water from Base of 10 FOOT TALL Parking Lot  
and abutting yard, entering Storm Drain,  
in the Piped Brook.



GROUND WATER ENTERING  
THE PIPED BROOK  
STORM DRAIN  
FROM THE BASE OF THE  
10 FOOT TALL, CONCRETE  
WALLED, PARKING LOT  
(FOREGROUND)  
AND THE LOWER YARD  
BEHIND IT  
(BACKGROUND)

INTERACTION OF WALL  
WITH DIESEL EXHAUST



STATIONARY  
 IDLING  
 WITH VISIBLE SMOKE  
 HAZARDOUSLY CLOSE  
 (interacted with the Concrete  
 WALLED PARKING LOT, too)

LEFT SIDE OF OUR HOME

EXHAUST FROM  
BOTH PARKING LOTS  
OUR HOME, WITH  
RIGHT SIDE



MACK IDLING  
AUG 21 2003



KENWORTH IDLING  
JAN 23, 2004

RIGHT SIDE OF OUR HOME

Feb 11 2003

↑ IDLING SIMULTANEOUSLY Feb 11 2003



BOTH SIDES OF OUR HOME



LEFT SIDE OF OUR HOME



TREE  
WHICH  
DIED  
AFTERWARD

RIGHT SIDE OF OUR HOME

NON-CONFORMING USE



← the wall  
 which  
 CONDENSED  
 MOTOR VEHICLE  
 EXHAUST GASES  
 IN OUR YARD  
 AND HOUSE

WALL  
 FACING THE  
 BROOK —  
 "THE WALL"  
 DIRECTING  
 CONSTANTLY  
 RUNNING WATER  
 DOWN THIS  
 TRENCH →  
 INTO  
 SODDEN  
 GROUNDS



↑ WALL  
 CLOSE TO THE  
 HOUSE  
 ↑  
 close to  
 the BROOK  
 ↑  
 Higher than  
 the FOUNDATION  
 OF THE HOUSE  
 ↑  
 "Filled-in"  
 SODDEN  
 GROUND(NOW)  
 FAR higher  
 than the  
 ACTUAL GROUND  
 level



The Backfill Contributes To the increasing Flooding of the Pond, Stream and Creek Areas Adjacent, creating many Homes, where if some Flood Prone, have been ALREADY & ACCURATELY THIS DATE FURTHER.

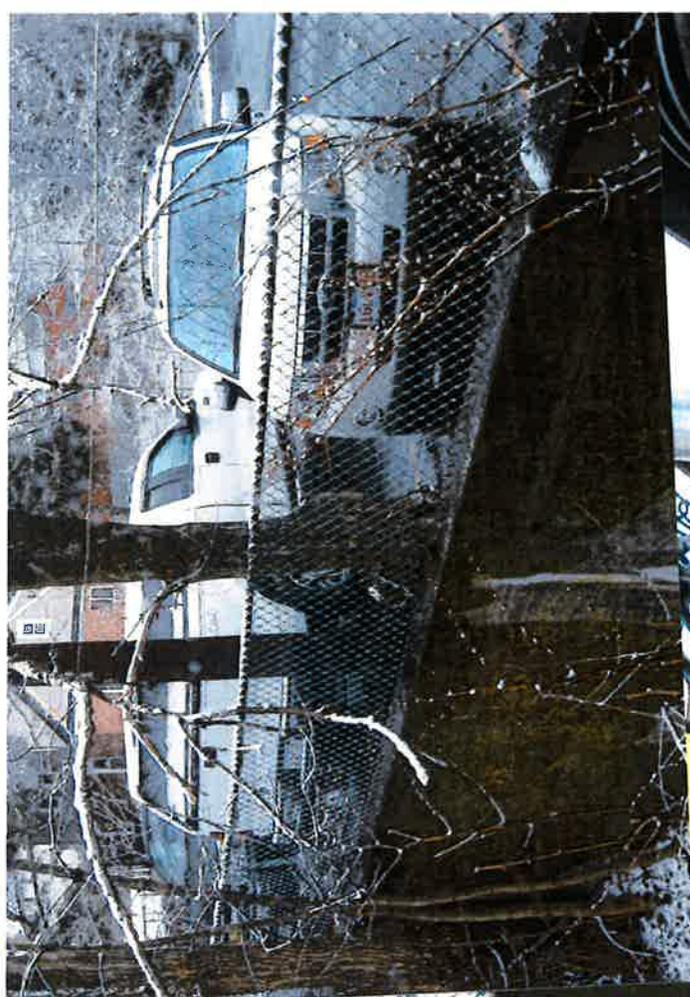
SEPT. 20, 2013  
 RESTAURANT PARKING  
 LOT (WALTHAM ST., MAYNARD)  
 9 Foot (plus) Retaining  
 WALL, 160 feet by 95 feet



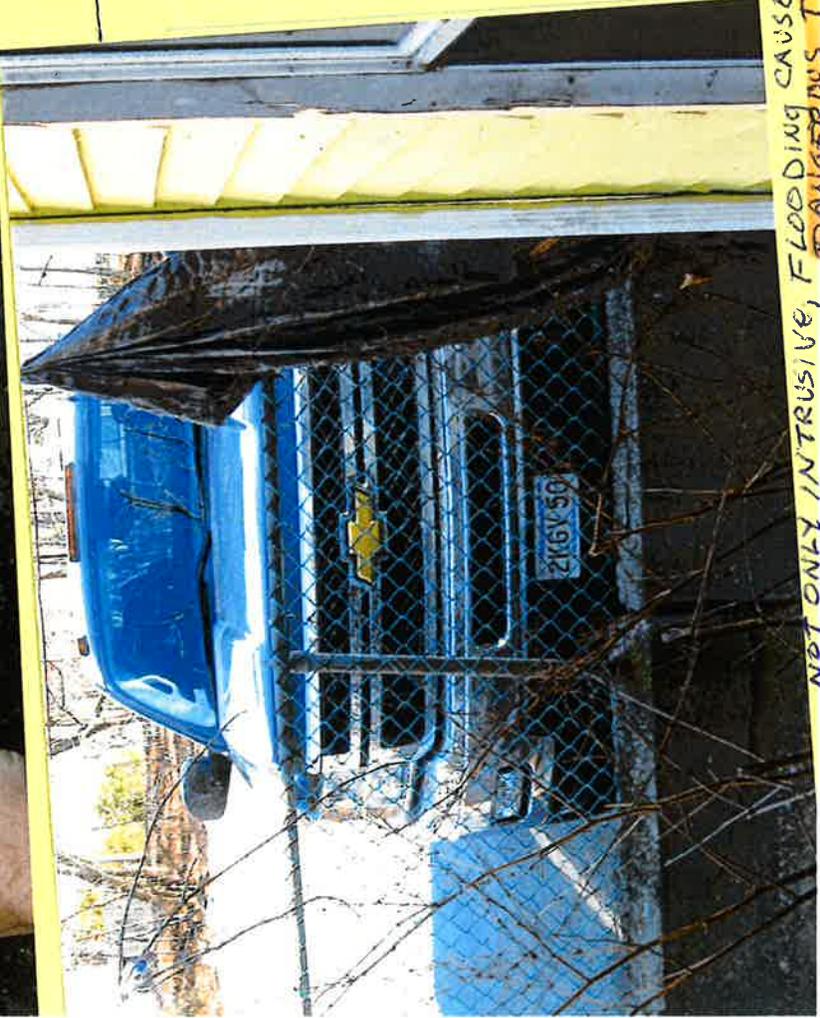
The Backfill Contributes To the increasing Flooding of the Pond, Stream and Creek Areas Adjacent, creating many Homes, where if some Flood Prone, have been ALREADY & ACCURATELY THIS DATE FURTHER.

SEPT. 20, 2013  
 RESTAURANT PARKING  
 LOT (WALTHAM ST., MAYNARD)  
 9 Foot (plus) Retaining  
 WALL, 160 feet by 95 feet

JAN. 13 2012 FRIDAY  
12:45 pm... AND THAT IS HOW  
THE FENCES, ON BOTH SIDES, GOT  
RUNK, SNOW PILING AND  
COLLISIONS AFTER THE BYLAW  
SCREENING, SETBACK BUFFER  
AND LANDSCAPING DESTROYED



600 5114...  
yes water coming out  
( [REDACTED] )  
of parking lot "BASE DOWN"  
NOT ONLY INTRUSIVE, FLOODING CAUSE, BUT DANGEROUS TOO



WITH A WATER TABLE PROBLEM NEAR PIPED BROOK CANNOT HAVE 10 FOOT JACK ALL... IN A CONCRETE WALL THEN

LESS than 150 FEET FROM A WATER USKY - A "NON-CONFORMING USE" too

16,000 square foot parking lot, 9 or 10 feet of backfill into the creek & brook area (built without permission) A RISING - WATER TABLE AREA

INTRUDES

SEPT. 20, 2018 RESTAURANT PARKING LOT (WALTHAM ST. MINNARD) 9 Foot (plus) retaining WALL

The Electrical Conduits in the Increasing Flowway of the Retaining



2 5'38



2 14'86

the 10 FOOT TALL ELEVATED BACKFILLED PARKING LOT



... ONLY 12 FEET FROM BURIED STORM DRAIN - BELOW

50 Waltham Street      Maynard, MA 01754

July 1, 2014

Conservation Commission, Maynard  
Attn.: Fred King and board members

195 Main Street

Maynard MA 01754

Dear Mr. King and board members,

You will remember me from my presentation about the situation of the rising water table and its worsening ruinous effects on the property and sickening affects to (but not limited to) our home resulting from backfilling and paving and building on the areas close to the piped brook ( as well as neglect and abuse of the off-street storm water drains) which leads parallel to Hayes St. to under the Oriental Delight Restaurant , under Waltham Street , through private property, to Douglas Ave and Power Mill Road. I indicated that the situation had become intolerable and my long series of data collection (shared with the DPW as far back as 1998) indicated that changes to properties of the Oriental Delight Restaurant would likely have an immediate negative affect.

Much new information has been discovered and shared with the state, but not with you, that is most important to properly manage any change and reuse of any property around the brook way without seriously worsening the situations of the water table accumulation, water table blockage, and eliminated drainage.

**1 ) Rapid Water Table Accumulation.** A change in the weather this year has afforded a new data reflecting the water table. Please keep in mind the following situation; that right now , despite the fact that since March 31 there is an uncommon precipitation shortfall in progress, and the water table in our property has dropped to a low level we have only witnessed once before. The recent rainfall totaling between only 7/8's to 1 1/8 inches resulted in a water table rise of 15 inches , and in abutting yards water flowing off or sitting on the surface . The later demonstrates that the water holding capacity ( the actual ability of the land to control flooding and kept destructive forces away from the homes) in the areas around the brook /wetlands are nearly destroyed. In the *prior* rainfall event water was documented running though the water table trenches at high velocity *from* both the 10 foot tall, concrete walled, elevated back fill, parking lot and the lower, backfilled site (of the 2010 buried storm drain incident) located behind it, as waters strove to reach the storm drain in the brook. This phenomenal rise in water table demonstrated that water table lateral flow is attempting to reach the piped brook way only 55 feet away and the Assabet River only 2 or 2 ½ blocks away.

1.A. It has be observed that the two steep hill sides, as shown on the USGS maps, that surround the brook way on two sides are likely causing a "bottleneck" situation, not so much a surface runoff situation but the accumulation of the water table height , which, as one can now see, is made worse by backfilling as that becomes added height for the water table to accumulate in. (Indeed, on a normal year, we would witness water running through the two drainage trenches, actually flowing, with more water after each backfill or paving event , even in the winter time after the burying of the off-street storm drain in 2010.)

2) **10 Foot Tall, Concrete Walled Parking Lot** Restoration in the area of the 10 foot tall, elevated backfill, parking lot at the corner of Waltham Street and Walcott Ave to its original slope/elevation is important and necessary because of this rising water table situation, and supported by a number of other regulations which are separate from that. One restricting factor is that a portion of the backfilled, walled parking lot is inside the protection wetland area. In our case it is obvious that negative impact is being experienced as a result of this large unnatural structure, so high and so close to the official D.E.P wetlands designated brook way , but every incidence of backfilling, paving and building we have charted since 1997 has resulted in *worsening* of the water table height, and saturation of the terrain spreading. Reusing the 16,000+ SF parking lot will adversely affect the surrounding water table in just the same way that simply repaving it did in 2000. The D.E.P. informed me that some of that parking lot and wall are inside the wetlands protected area designation.

3) **Storm Drain Located Behind The Restaurant for surface runoff.** Though I documented a change for the worse in the water table resulting from just turning off the sump pumps of the restaurant- on both sides of Waltham Street- and that this area is backfilled 28 to 36 inches- which increases the height of the water table- I do not know the extent of the effect of reusing that area near the brook way where the building is constructed over the piped brook. However, on the *related topic* of 'runoff', both from the streets and the parking lots (which caused so much damage to my property and belongings that I often met with town personnel and elected from 1995 to 2010) we are now made aware of a drain behind the restaurant about 5 ½ feet from the brook pipe, built into the same elaborate cement pad that connects to the large brook egress which is in the rear of the restaurant. This is a separate drain inlet in the ground which is part of a construction which would have collected runoff from the restaurant rear and side parking lots, but for some reason, was not allowed to collect the runoff from Hayes Street because a 38 inch tall concrete wall was constructed between the street and the aforementioned surface drain and large brook egress under the foundation of the restaurant. This undoubtedly advanced the surface runoff situation not only on Hayes Street but for Waltham Street, too. In short, with such a large opening for the brook under the restaurant (which was the original section of the brook to be put into a pipe ) there was more than adequate capacity for the street runoff if it ran down Hayes Street from Waltham Street; therefore, in all likelihood the raising and re-pitching Waltham Street toward my home was unnecessary. Regardless, if and when the restaurant building is removed and other building take place nearby, whether on all this backfill or not, being aware that this surface drain ( and the large brook egress ) should be paid attention to, since the homes along Hayes Street also experience water table problems and that means reduced precipitation holding capacity of the ground, as these neighborhoods too are vexed by elimination of all natural drainage, and all these neighborhoods near the brook share some degree of the same water table.

It might be best if I were kept informed as to developments concerning the two sites as I was promised, or if I was allowed to attend meetings, to prevent any easily preventable costly mistakes which will have negative impact, as quickly as they occurred, for example, when the back yard parking lot and building at 46 Waltham Street were constructed . I think it would be best to only carry on future conversations primarily with the highest elected and appointed officials, if you do not mind.

Thank-you.

*Marshall Hall*

Nov.16, 2010

Here is  
a copy of  
A 2010 Letter

referring to  
OFF STREET  
DRAINS IN THE  
BROOK AREA

Town Administrator  
195 Main St. and  
Chairman of the Selectmen  
7 Dix Road  
Maynard, MA 01754

Dear Sirs,

*We are concerned about the town's recent backfilling of the open, clogged municipal drain at the rear of 37 Douglas Ave as it directly effects our property. What is needed here is more drainage not less drainage, even in this year of drought like precipitation, to protect property and homes.*

As I <sup>pointed</sup> ~~pointing~~ out to you, the people who hold the reigns of the municipal government, in two letters and three meetings, how serious our problems with street overflow runoff had been, (and that a good solution would be to lower the street and tilt the street properly during the scheduled repaving,) *I also pointed out* that the 3 municipal drain heads which were created to alleviate water table blockage (particularly behind the two parallel pipe easements) and catch any street runoff *were currently* in states of *alteration*, such that their effectiveness was insufficient. As our video footage, which we supplied to you in multiple copies, indicated, we were beset by the municipal runoff and watertable blockage problem the worse, of all residents in the neighborhood

**However**, on the topic of those three municipal drain heads, located in municipal storm water pipes, I never imagined that the towns solution to the partially clogged drain pipe at the rear 37 Douglas, (directly to the back of the Waltham Street restaurant parking lots 9 foot tall wall) *would be to bury it*.

This is not a solution at all.

*First* of all, this drain(now backfilled) will not be able to collect any runoff that enters the 'entrapment area', the area which is blocked by the two municipal pipes which transverse the private properties between Waltham and Douglas Street.(please view the 1974 survey plan which I supplied.)

*Secondly*, the municipal pipe which the drain is/was located in, will continue to leak, *underground* now.

(Already there is a foul smell in areas outdoors and in our basement.) The grounds of both yards have been observed to <sup>be</sup> flooded in rain.

Let me remind you that the 2006 backfilling in the rear of 37 Douglas Ave., which the town refused to halt, resulted in the destruction of 1/2 of the trees in our yard, and perhaps all of the shrubberies, and all of the grass(lawn). It turned *all* of our yard into mud as water ran off *that* yard 24 hours a day for \* months at a time. Full grown trees in our yard collapsed in just one years time. Combined with the municipal street runoff we suffer through with no mitigation, totally destructive is the undeniable result. |with| no way to escape, the water created the conditions of fungus and mold, too.

Now there is a matter of urgency which you are asked to attend to immediately, if necessary. We hope we are mistaken, but it appears that some contractors are preparing to backfill the yard at the rear of 37 Douglas Ave., over the location of the recently buried municipal drain head. You have a picture of this preparation accompanying this letter.

This, too (backfilling further), is the opposite of the solution to the water table blockage situation which we have brought to the town's attention, and the results will (following the pattern of all the same actions, both major as seen in 2006 and 1998 and 1997, and 'minor' as seen in 2001, 2000, and 1999) extend the effects of saturated ground to even more structures and homes, as every other backfilling has done.

Please protect the public and prevent any backfilling here immediately, in this area where backfilling was historically regulated, if that is called for, and please uncover the buried municipal drain, unclog the pipe, and grade the 'basin' area properly to accept runoff and water table backup accumulation that is sure to be just days away.

Thank-you

Marshall F. Hall  
50 WALTHAM ST.

\* this situation is in addition to the 2 urgent drainage trenches of 1998 - one from the base of the 10 foot tall concrete walled elevated parking lot



**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](http://www.townofmaynard-ma.gov)

**Kevin A. Sweet**  
*Town Administrator*

**Andrew Scribner-MacLean**  
*Assistant Town Administrator*

**MEMORANDUM**

**To:** Board of Selectmen  
**From:** Kevin Sweet, Town Administrator   
**Date:** July 14, 2014  
**Re:** **Vacation Notice - Fiscal Year 2015**

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I am requesting approval of the following Paid Time Off (PTO) days:

- *August 25-29, 2014*
- *October 17 & 20, 2014*
- *December 26, 2014 - January 2, 2015* (Ottawa, Canada)

As always I will continue to make myself available via cell phone and email during this time to respond to imminent issues that may arise.

*Respectfully Submitted:*  
Kevin Sweet, Town Administrator

**TOWN OF MAYNARD**  
**MEETING NOTICE**

POSTED IN ACCORDANCE WITH THE PROVISIONS OF MGL 30A §§18-25

Maynard Conservation Commission

Maynard Town Hall  
Municipal Services Conference Room  
**Tuesday, July 15, 2014 at 6:30 PM**

**Agenda or Topics to be discussed listed below** (That the chair reasonably anticipates will be discussed)

**ADMINISTRATIVE BUSINESS:**

- Review minutes from 07/01/2014.
- Welcome new member, Carrie O'Connell

**PUBLIC HEARING:**

- Amended Order of Conditions (7:00)  
213 Main Street  
Alexander Wolfram  
Modification to project, DEP file number 213-0246

**WETLANDS/STORMWATER ISSUES:**

- Update on withdraw of water from Assabet River/Taylor Brook
- Revisit the permit requirements for 63 Parker St, garage construction
- Soil boring conducted on July 8 at Winter Street/Great Road intersection

**LAND MANAGEMENT:**

- Cultural application form submitted for Carbone Park

**BUSINESS:**

- Update on Draft Stormwater Management Bylaw regulations
- Webpage permitting instructions
- Agent on vacation from August 6-14

**Mail of note:**

- Losing Ground from MassAudubon
- Middlesex Conservation District annual bulb sale

**Upcoming Meetings:**

- Next Conservation Commission meeting, **August 5, 2014.**
- OARS water chestnut removal activities, **July 12, 15, and 19, location TBD**
- MSMCP annual meeting, **July 23, 10-2, Wachusett**

**THIS AGENDA IS SUBJECT TO CHANGE**

Chairperson: Mr. Fred King

Posted by: Linda Hansen, agent

Display problems? [View this new sletter in your brow ser.](#)

Town of Maynard, Massachusetts

Kevin Sweet, Town Administrator

Municipal Building  
195 Main St.  
Maynard, MA 01754



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## FOR IMMEDIATE RELEASE

Tuesday, July 15, 2014

Contact: John Guilfoil  
Phone: 978-841-9948  
Email: [john@jqpr.net](mailto:john@jqpr.net)

# Maynard Awarded Second Major Grant in Three Years for Green Initiatives

MAYNARD -- Town Administrator Kevin Sweet is pleased to announce that Maynard has been awarded a grant in the amount of \$102,233 from the Massachusetts Department of Energy Resources (DOER) Green Communities Division.

This award was accepted by Town Administrator Sweet and Maynard Facilities Manager Greg Lefterwas at a ceremony Monday at Ashland Town Hall, along with other grant recipients. The state awarded \$7.9 million in grant funding to 43 municipalities across Massachusetts.

"We are very excited about this award. It will allow us to increase the sustainability and energy efficiency of the town and to devote more resources to our green initiatives in Maynard," Town Administrator Sweet said. "This grant is a testimonial to Maynard's standout status as a town with a top-to-bottom commitment to efficiency and green initiatives."

The list of projects funded through this grant are:

- \$26,180 Fowler School – Weatherization
- \$3,258 Police Station – Weatherization
- \$3,808.90 Fire Station – Exterior lighting

- \$4,761.07 Fowler School – Exterior lighting
- \$15,217 Town Library – Exterior lighting
- \$9,654.30 Police Station and Town Hall – Exterior lighting
- \$3,269.38 Public Works Building – Exterior lighting
- \$23,508 Water Treatment Plant – Exterior lighting
- \$6,382.34 Green Meadow School – Exterior lighting
- \$3,061.86 Rockland Ave. Pump House – Exterior lighting
- \$3,132.15 Well #4 Building – Exterior lighting

DOER's Green Communities Competitive Grants are awarded to designated Green Communities that have successfully invested their previously-awarded Green Communities grants. Awards are capped at \$250,000 per municipality.

The Town of Maynard was awarded designation as a Green Community on December 20, 2011 and was previously awarded a grant of \$160,025 with the official designation.

"Thanks in part to the work done in cities and towns across the Commonwealth, Massachusetts has changed its whole approach to obtaining and using energy," said Energy and Environmental Affairs Secretary Maeve Vallely Bartlett. "This funding will allow these communities to continue the good work they have already begun."

With this designation, the Town of Maynard is considered an energy leader in Massachusetts. With funding through the Green Communities Designation and Grant Program, the Town can implement energy efficiency and renewable energy projects to further reduce its energy costs and improve our local environment. The Town was previously awarded a grant of \$160,025 with the official designation.

The Massachusetts Green Communities Division provides technical assistance and financial support for municipal initiatives to improve energy efficiency and increase the use of renewable energy in public buildings, facilities and schools.

There are five criteria to be a Green Community. Meeting this criterion qualifies towns for funding to increase their efforts. They are:

- Provide as-of-right siting in designated locations for renewable/alternative energy generation, research & development, or manufacturing facilities.
- Adopt an expedited application and permit process for as-of-right energy facilities.
- Establish an energy use baseline and develop a plan to reduce energy use by twenty percent (20%) within five (5) years.
- Purchase only fuel-efficient vehicles.
- Set requirements to minimize life-cycle energy costs for new construction; one way to meet these requirements is to adopt the new Board of Building Regulations and Standards (BBRS)

Stretch Code.

To find out more about this program, visit <http://www.mass.gov/eea/energy-utilities-clean-tech/green-communities/> .

Maynard's **Green Community Committee** assists the Board of Selectmen and Town Administrator in developing programs and projects to foster energy conservation, energy efficiency, renewable energy generation and sustainability planning. The Green Communities Committee normally meets at 8:30 a.m. on the 2nd Wednesday of each month in the training room at the Maynard Police Station.

This committee gathers, studies, and evaluates information that will help determine various approaches for improving the energy efficiency of operating town, school buildings, and vehicles. They also investigate alternatives for energy technologies and identify funding opportunities to help the Town achieve its energy and sustainability goals.

You can find out more about the Committee's work here: <http://www.townofmaynard-ma.gov/gov/committees/green/>.

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John Guilfoil Public Relations LLC  
1 Westinghouse Plaza  
Unit 315  
Boston, MA 02136  
617-993-0003

## Kevin Sweet

---

**From:** Kevin Sweet  
**Sent:** Wednesday, July 16, 2014 8:48 AM  
**To:** Andrew Scribner-MacLean; Bill Nemser; Joe Mullin (jmullin@wellesley.com); 'melissa@levinepirolaw.com'; 'joseph.cioni@bc.edu'; Lauren Tetreault (lauren@laurenknowsrealestate.com); 'lauren@laurenknowsrealestate.com'; jmackeen; Ron Calabria (roncalabria@gmail.com); Kate Hogan (kate.hogan@mahouse.gov)  
**Cc:** Kevin Sweet; Stephanie Duggan; Becky Mosca  
**Subject:** Economic Development Committee  
**Importance:** High

Good morning,

I am pleased that you have agreed to serve as a member of the Maynard Economic Development Committee. Your experience and active participation on the committee will contribute significantly to our efforts. You will be receiving a separate email from "MeetingWizard" to confirm your availability for the kickoff meeting. Once the meeting is confirmed I will send out an agenda and any other materials. My Office will notify you once the appointment slips are available and the need to be sworn in at the Town Clerk's Office prior to our first meeting.

The Committee is comprised of town/state officials, at-large residents and business leaders from the Town of Maynard. Additional members may be added to this Committee at the Town Administrator's discretion if there is a recognized entity not represented or it is in the best interest of the Committee.

EDC Members:

- Andrew Scribner-MacLean, Asst. Town Administrator / Exec. Director of Municipal Services
- Bill Nemser, Town Planner
- Joe Mullin, Clock Tower Place
- Melissa Levine-Piro, Esq., Maynard Business Alliance Representative
- Joseph Cioni, Ph.D., Revitalize Maynard Collaborative Representative
- Lauren Tetreault, At-large Member / Real Estate
- Jack MacKeen, At-large Member
- Ron Calabria, At-large Member
- *Kate Hogan, State Representative (Ex-Officio Member)*

I appreciate your participation on this important committee and look forward to working with all of you.

Regards,

**Kevin A. Sweet**  
**Town Administrator**  
Town of Maynard  
195 Main Street  
Maynard, Massachusetts 01754  
Tel: 978.897.1375  
Fax: 978.897-8457



## Zoning Board of Appeals

Town Office Building  
195 Main Street  
Maynard, MA 01754



### LEGAL NOTICE

A public hearing will be held on **Monday, July 28, 2014 at 7:00 p.m.** at the Maynard Town Building, 195 Main Street, Maynard, Room 101, to hear all persons interested in:

1. Public Hearing will be held on the Petition of Steven and Sara Silva PO Box 12, Wakefield, NH 03830, regarding property at 50 Boeske Ave., Maynard, Map 18-Parcel 185, for a Variance from the Zoning Board of Appeals Zoning Bylaws lot width requirements. Requesting lot width of eighty (80) feet to fifty (50) feet.

Action will be taken on the within petition as filed and presented. A copy of the application is on file with the Town Clerk's and the Zoning Board of Appeals' Offices and can be viewed during normal office hours.

Paul Scheiner, Chairman



Date: July 22, 2014

**Stephen Pomfret**  
2 Dana Road

*You are hereby appointed to the*

***Board of Assessors***

*Term expires: June 30, 2017*

FOR THE

**TOWN OF MAYNARD**

To hold office during our pleasure, or our term.

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

**BOARD OF SELECTMEN**

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

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

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

7/2/2014

From: Stephen T. Pomfret  
2 Dana Road  
Maynard, MA. 01754

To: Board of Selectmen  
Town of Maynard  
Municipal Building  
195 Main Street  
Maynard, Massachusetts 01754  
cc: Becky Mosca



Dear Board Members,

I request to be reappointed to the Maynard Board of Assessors for the three year term starting July 1, 2014.

My accomplishments over the past 32 years as a member of the Maynard Board of Assessors have been to:

1. Assure that the value of all Real Estate and Personal Property of all taxpayers is assessed at full and fair cash value utilizing the latest technology, on time, enabling tax bills to go out on time.
2. Assure that all taxpayers are treated with respect.
3. Address all taxpayer problems so that they know they are being treated fairly.
4. My extensive knowledge of Assessing and the laws of the State of Massachusetts that govern the Assessor's office allow me to educate new assessors and check the work of the Assessor's office. The Maynard Board of Assessors has a record of success that is maintained by assuring that the work of everyone in the Board of Assessor's office is checked by at least one other person and the State Department of Local Services.

My goals for the future are:

1. Maintain the integrity and quality of the work of the Assessor's office.
2. Continue to work with the Town Manager, The Board of Selectmen and other Departments to enable the Town of Maynard to move forward into a bright future with a stable tax base.

Handwritten signature of Stephen T. Pomfret.

Sincerely Yours

Stephen T. Pomfret  
Chairman of the Maynard Board of Assessors



Date: July 22, 2014

**Peggy Brown**  
4 Grant Street

*You are hereby appointed to the  
Historical Commission as Alternate member*

*Term expires June 30, 2017*

FOR THE  
**TOWN OF MAYNARD**

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

**BOARD OF SELECTMEN**

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

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

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



## Maynard Historical Commission

TOWN OF MAYNARD  
MUNICIPAL BUILDING  
195 MAIN STREET  
MAYNARD, MASSACHUSETTS 01754

Date: June 19, 2014

From: Maynard Historical Commission (MHC)

To: Board of Selectmen

Re: Historical Commission acceptance of alternate members and request for appointment:

Massachusetts General Laws have recently been amended to allow local historical commissions to appoint alternate members. Alternates are appointed in the same manner as regular members. A description of this legislative change is attached.

At its regular meeting on June 17, 2014, the Maynard Historical Commission (MHC) accepted this change and will appoint alternate members residents indicating an interest in serving.

In her recent letter to the Board of Selectmen resigning from the Maynard Historical Commission, Peg Brown included a request to continue as an alternate member. The Commission respectfully requests she be appointed as such for a three year term

Thank you.

Sincerely,

Jack MacKeen, Chairman

# Massachusetts Historical Commission

February 2014 Newsletter

## ALTERNATE MEMBERS ON LOCAL HISTORICAL COMMISSIONS

The state law for local historical commissions was recently amended to allow alternate members on local historical commissions. This helpful change will provide a method for reaching a quorum when a meeting of a local historical commission does not have enough regular members present, due to absence or inability to act. While the state law for local historic district commissions has allowed alternate members, the state law for local historical commissions has not previously included this language. The new language is below:

An Act authorizing alternate members on local historical commissions.

### SECTION 1.

Section 8D of chapter 40 of the General Laws, as appearing in the 2012 Official Edition, is hereby amended by inserting after the tenth sentence the following sentences:- Alternate members may be appointed in like manner as provided for in this section not exceeding in number the principal members. In the case of the absence or inability to act on the part of a principal member, the place of such member shall be taken by an alternate member designated by the chairman.

### SECTION 2.

Said section 8D, as so appearing, is hereby further amended by inserting, in line 42, and in lines 43 and 44, after the word “members” the following words:- and alternate members.

### SECTION 3.

Said section 8D, as so appearing, is hereby further amended by inserting, in line 45, after the word “member” the following words:-or alternate member.

NUMBER  
CV2014-36

FEE:  
\$85.00



THE COMMONWEALTH OF MASSACHUSETTS

**TOWN OF MAYNARD**

This is to Certify that

Hobson's Homemade DBA  
**Serendipity Café**  
*1 Nason Street, Maynard, MA 01754*

IS HEREBY GRANTED A  
**COMMON VICTUALLER'S LICENSE**

in said Town **Maynard** and at that place only and expires December Thirty-First, **2014**, unless sooner suspended or revoked for violation of the laws of the Commonwealth respecting the licensing of common victualler. This license is issued in conformity with the authority granted to the Licensing Authorities by General Laws, Chapter 140, and amendments thereto.

In Testimony Whereof, the undersigned have hereunto affixed their official signatures.

.....  
.....  
.....  
.....

Licensing  
Authority

*July 22, 2014*

**COMMONWEALTH OF MASSACHUSETTS**

MIDDLESEX, SS.

Number:  
**E2014-34**

Fee:  
**\$40.00**



**ENTERTAINMENT LICENSE**

WE, the undersigned, Selectmen of the Town of Maynard, by virtue of authority vested in us by law, do hereby license:

Hobson's Homemade DBA  
**Serendipity Café**

The business to be carried on at:

***1 Nason Street, Maynard, MA***

Said business to be conducted in such manner as to conform with the requirements as provided for by law.

**THIS LICENSE** to date from the 22<sup>nd</sup> day of July, in the year Two Thousand and Fourteen, and to expire the 31<sup>st</sup> day of **DECEMBER** in the year **Two Thousand and Fourteen**, unless sooner revoked.

Given under our hands this 22<sup>nd</sup> day of July in the year Two Thousand and Fourteen

**BOARD OF SELECTMEN**

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



**TOWN OF MAYNARD**  
**Office of Municipal Services**  
 MUNICIPAL BUILDING  
 195 Main Street  
 Maynard, MA 01754  
 Tel: 978-897-1302 Fax: 978-897-8489  
 www.townofmaynard-ma.gov

**Andrew Scribner-MacLean**  
 Assistant Town Administrator  
 Executive Director

*Board of Health  
 Conservation Commission*

*Building & Inspections  
 Licensing*

*Board of Appeals  
 Planning Board*

***Common Victualler / Entertainment / Automatic Amusement Application***

Name: JOHN & LAURA HOBSON DBA (if applicable) SERENDIPITY CAFE

Business Name: HOBSON'S HOMEMADE, LLC

Tax I.D. Number: 46-1786903 S.S. # of Owner: 214-13-8388 (J)  
019-64-5046 (L)

Business Address: 1 NASON ST MAYNARD, MA 01754

Owner's Address: 8 PARMENTER AVE MAYNARD MA 01754

Phone: 978-897-1516 <sup>BIZ</sup> 508-215-8052 (J) (Home) 508-215-7368 (L) (Cell)

Manager Name: JOHN & LAURA HOBSON

Manager Phone: 508-215-8052

**COMMON VICTUALLER (\$85.00) CV2014-36**

Proposed Days/Hours of Operation: SUN-SAT 8A-12A

Description of Premises: BAKERY CAFE SERVING BREAKFAST LUNCH, COFFEE & BAKED GOODS IN HEART OF DOWNTOWN.

Seating Capacity (If Any): 48

Principal Food or Foods Served: SANDWICHES, SALAD, COFFEE & OTHER BEVERAGES BAKED GOODS

**ENTERTAINMENT (\$40.00) E2014-34**

Principal Time of Entertainment: from 6/7 AM (PM) to 10/11 AM (PM) <sup>TH</sup> FRI/SAT 10A-2P SUNDAYS

Description of Entertainment: LIVE MUSIC & OPEN MIC

**AUTOMATIC AMUSEMENT DEVICE(S) (\$40.00 per establishment)**  
**Mechanical Games (if applicable)**

**\*\* Please attach visual plan of the premises\*\***

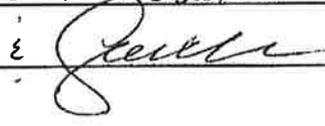
Number and Location of all entrances to and exits from the premises: N/A  
\_\_\_\_\_  
\_\_\_\_\_

Type of Establishment where the Games are located: N/A

Exact location and number of Machines to be licensed: N/A

The specific type and number of Mechanical games being licensed: N/A

Applicant Name: JOHN & LAURA HOPSON

Signature: 

Date: 7/9/14

**FOR NEW BUSINESSES:** Once completed application is received, we will schedule a date for you to appear before the Board of Selectmen. At this time the Selectmen will review your application and issue license(s).

Conditions set by Licensing Board (If Any):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PA #40 CK # 204  
\$40 fee

BUSINESS CERTIFICATE  
THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF MAYNARD  
195 MAIN ST., TOWN CLERK, MAYNARD, MASS. 01754

718 2014

IN CONFORMITY WITH THE PROVISIONS OF CHAPTER ONE HUNDRED AND TEN, SECTION FIVE OF THE GENERAL LAWS, AS AMENDED, THE UNDERSIGNED HEREBY DECLARE(S) THAT A BUSINESS UNDER THE TITLE OF:

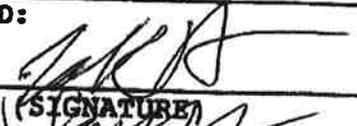
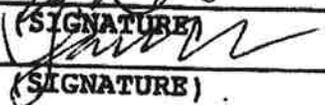
SERENDIPITY CAFE  
(E HOBSON'S HOMEMADE, LLC)

IS CONDUCTED AT  
4 NASON ST MAYNARD, MA 01754  
(NUMBER, STREET, AND TOWN)

TELEPHONE NUMBER: 978-897-1516 TAX ID# SSN# or FID#  
46-1786903

NATURE OF BUSINESS: CAFE & BAKERY

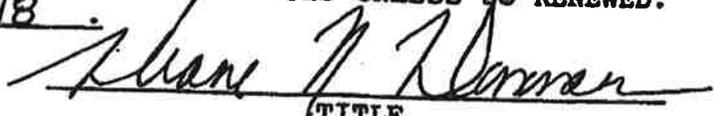
BY THE FOLLOWING NAMED PERSONS:

FULL NAME	RESIDENCE
JOHN HOBSON	8 PARMENTER AVE
LAURA HOBSON	MAYNARD, MA 01754
SIGNED:  (SIGNATURE)	(SIGNATURE)
 (SIGNATURE)	(SIGNATURE)

MIDDLESEX SS. THE COMMONWEALTH OF MASSACHUSETTS  
July 8 2014

PERSONALLY APPEARED BEFORE ME THE ABOVE NAMED John Hobson  
Laura Hobson  
AND MADE THE OATH THAT THE FOREGOING STATEMENT IS TRUE.

A CERTIFICATE ISSUED IN ACCORDANCE WITH THIS SECTION SHALL BE IN FORCE AND EFFECT FOR FOUR YEARS FROM THE DATE OF ISSUE AND SHALL BE RENEWED EACH FOUR YEARS THEREAFTER SO LONG AS SUCH BUSINESS SHALL BE CONDUCTED AND SHALL LAPSE AND BE VOID UNLESS SO RENEWED.  
EXPIRATIONS DATE: 7-8-2018

  
(TITLE)  
Asst. Town Clerk



Date: July 22, 2014

**Eric Wing**  
39 Mill Street

*You are hereby appointed to the*

***Cultural Council***

*Term expires: June 30, 2017*

FOR THE

**TOWN OF MAYNARD**

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

**BOARD OF SELECTMEN**

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

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

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

## Becky Mosca

---

**From:** Eric Wing <ewing@metrocreate.com>  
**Sent:** Thursday, July 03, 2014 12:29 PM  
**To:** Becky Mosca  
**Subject:** Maynard Cultural Council

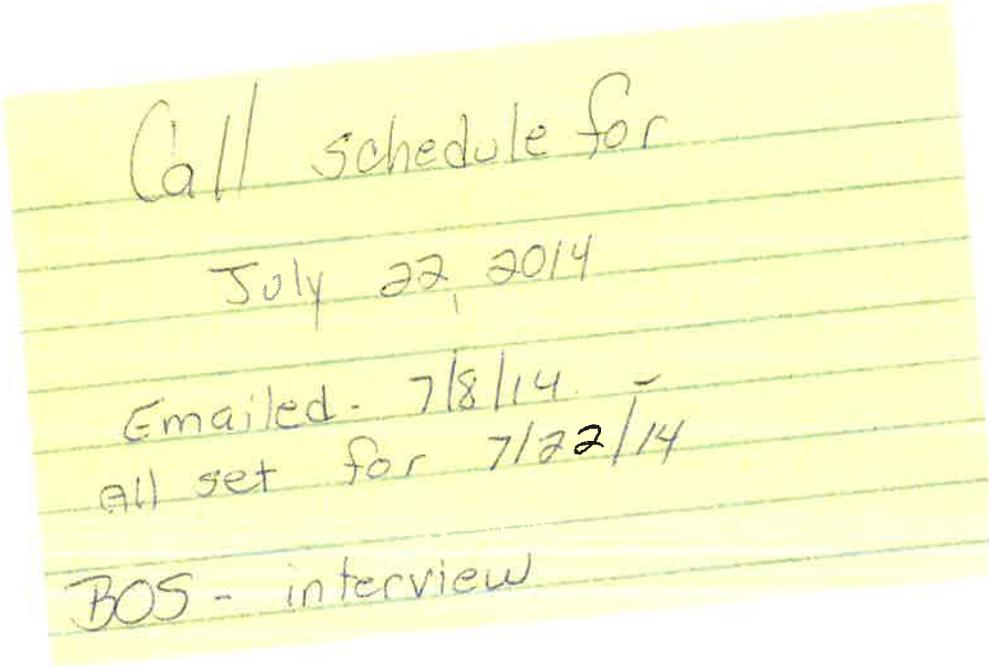
Good afternoon Becky,

My name is Eric Wing and I am writing in regards to the MCC. I have been in communication (including attending the most recent meeting) with Elizabeth Milligan regarding my joining the council. Elizabeth suggested that I reach out to the Board of Selectman to see ask for a consideration and a vote.

Can you please let me know if there is a protocol in place for me to follow, or if this email is sufficient?

Thank you very much,  
Eric

--  
Eric Wing  
Marketing Consultant  
MetroCreate Studios  
p: 617-299-1567  
C: 508-517-8644



Call schedule for  
July 22, 2014  
Emailed - 7/8/14 -  
all set for 7/22/14  
BOS - interview

## Becky Mosca

---

**From:** Eric Wing <Ewing@metrocreate.com>  
**Sent:** Tuesday, July 08, 2014 5:24 PM  
**To:** Becky Mosca  
**Cc:** Elizabeth S. Milligan (esmilligan@verizon.net); Kevin Sweet; Stephanie Duggan  
**Subject:** Re: Maynard Cultural Council

Dear Becky,  
Thank you for the information. I look forward to meeting everyone on the 22nd.

Have a nice evening,  
Eric

Eric Wing  
Marketing Consultant  
MetroCreate Studios  
508-517-8644

> On Jul 8, 2014, at 4:32 PM, Becky Mosca <[BMosca@TownofMaynard.net](mailto:BMosca@TownofMaynard.net)> wrote:

>

> Eric,

>

> Please join us at the Board of Selectmen's meeting on Tuesday, July 22, 2014.

> Our meeting starts at 7:00 pm we will have our regular business to take care of. So around 7:15 we will have you scheduled to interview with the Board. We hope that works for you.

> The Board of Selectmen approve appointments to Boards and Committee for the Town of maynard.

> If you have any questions please contact me.

>

> Regards,

>

> Becky Mosca

> Administrative Assistant

> Maynard Board of Selectmen

> 195 Main Street

> Maynard, MA. 01754

> e-mail: [bmosca@townofmaynard.net](mailto:bmosca@townofmaynard.net)

> Voice: 978-897-1351

> [www.townofmaynard-ma.gov](http://www.townofmaynard-ma.gov)

>

>

>

> -----Original Message-----

> From: Eric Wing [<mailto:ewing@metrocreate.com>]

> Sent: Thursday, July 03, 2014 12:29 PM

> To: Becky Mosca

> Subject: Maynard Cultural Council

>

> Good afternoon Becky,

**JOHN R. EDSON R.N., M.S., CHPCA**  
**edsonjn@comcast.net**

**2 Brian Way**  
**Maynard, MA 01754**

**H (978) 298-5323**  
**C (508) 314-4454**

**Experienced executive with extensive in general and project management project development. Strong sales and marketing skills with ability to develop client relationships. Outstanding record of cost-effectively expanding services and developing community outreach programs. Superior communication skills with staff and clients on all levels.**

**PRUDENTIAL PRIME PROPERTIES, Maynard, MA**  
**SALES PROFESSIONAL, (December, 2013 – Pres)**

- Assists clients in buying and selling of their homes throughout the Metrowest area, focusing on the sale of homes as part of estates and assisting families who are downsizing or moving family members to alternate living situations.

**METROWEST HOME CARE & HOSPICE, METROWEST MEDICAL CENTER, Framingham, MA; SAINT VINCENT HOSPITAL, Worcester, MA**  
**DIRECTOR OF HOSPICE (August, 2008 to October, 2013)**

- Responsible for all aspects of the hospice program with average daily census of 30
- Wrote and implemented In Patient Palliative Care Program at both MetroWest Medical Center and St. Vincent Hospital
- Directly responsible for seven RN Case Managers, one Social Worker/Bereavement Coordinator, one Chaplains and a Volunteer Coordinator as well as interdisciplinary Palliative Care Team
- Implemented Complementary Therapies including Acupuncture, Massage, Reiki and Pet Therapy
- Provided Bridge and Hospice consults to patients and families in homes, physician office and hospitals
- Served on various Homecare & Hospice and medical center committees
- Acted as resource to Hospitalists and Nursing staff on variety of issues including pain management, death and dying and having difficult conversations
- Rotated as Administrator on Call for Agency
- Contributes to and part of marketing team, marketing to Metrowest area as well as Worcester market

**EVERCARE HOSPICE & PALLIATIVE CARE, Waltham, MA**  
**PERFORMANCE IMPROVEMENT COORDINATOR (July, 2007 to August, 2008)**

- Responsible for the implementation and monitoring of organization's quality improvement program
- Responsible for ensuring processes to monitor and evaluate safety, risk management and infection control
- Collaborates with Clinical Service Manager to provide a process to promote and ensure employee orientation, competency and in service education programs
- Monitor organization compliance with regulatory and accreditation standards
- Acts as clinical resource to staff
- Provides assistance to community education team in meeting community education needs

**AVALON GARDENS REHABILITATION AND HEALTH CARE CENTER, Smithtown, NY**  
**NURSE MANAGER ( February, 2005 to April, 2007)**

- Responsible for all aspects of Nursing Care for 100 beds including Bariatric unit and Sub acute Rehab.
- Bariatric census ranged from 15 to 30 morbidly obese Residents with weights of 300 to 700 pounds.
- Nurse Manager for Bariatric Wellness Program which has proven track record of helping these Residents loose weight up to 300 pounds. Team meets on a weekly basis to discuss Residents.
- Prepared and gave weekly lectures to these Residents on all aspects of anatomy and physiology and their disease process.

**JEFFERSON'S FERRY LIFECARE COMMUNITY, South Setauket, NY**  
**DIRECTOR OF NURSING ( February, 2002 to January, 2005 )**

- Responsible for all aspects of the Nursing Department of this Lifecare Community including 60 skilled nursing beds and 60 Assisted Living Beds.
- Assisted Administrator in start up/reorganization including writing nursing and facility policies and procedures; writing infection control policies and procedures; securing and implementing MDS software; reviewing, writing and negotiating contracts for supplemental staffing; supplies; dental, x-ray and audiology services; and comprehensive in service program

## **Resume - John R. Edson, RN, MS,**

- Negotiated contract for medical supplies at up to a 50% cost savings on most items.
- Severely reduced agency usage through recruitment and retention of staff.
- Increased Resident satisfaction by 30% in one year.

### **NESCONSET NURSING CENTER, Nesconset, New York**

#### **HEALTH & SAFETY OFFICER/INFECTION CONTROL COORDINATOR ( March, 2001 to February, 2002)**

- Responsible for the health and safety program at 240 bed skilled nursing facility and two off site adult day care programs
- Responsible for investigating all employee incidents and accidents; reporting to insurance company; and complying statistics on such
- Chaired the facility wide Safety Committee
- Responsible for Infection Control Program
- Initiated trial of disposable diapers which reduced Urinary Tract Infections in facility

### **JOHN J. FOLEY SKILLED NURSING FACILITY, Yaphank, New York**

#### **ASSOCIATE DIRECTOR OF NURSING ( October, 1999 to March, 2001 )**

#### **ASSISTANT DIRECTOR OF NURSING - PATIENT CARE /ACTING DIRECTOR OF NURSING ( September, 1995 to October, 1999)**

- Responsible for all aspects of the Nursing Department reporting to the Administrator of Clinical Services.
- Rotated as Administrator on Call with Administrator of facility and Director of Nursing of this 264 bed skilled nursing facility.
- Acted as senior administrator in their absence including dealing with other department heads; representing facility at meetings with residents and/or their families; representing facility with outside agencies and vendors.
- Responsible for direct supervision of nursing supervisors on all tours.
- Designed and implemented computer based program to track 20 key quality indicators of resident care.
- Administrator responsible for writing and implementing policy for facility wide Ethics Committee.
- Administrator responsible for updating Quality Assurance Program to Performance Improvement Committee including writing and implementation of policy.
- Administrator responsible for writing and implementing policy and procedure for Safety Committee.
- Administrator responsible for reviewing all Resident Incident Reports.
- Compiled and reported all statistics related to resident and employee incidents to facility wide Safety Committee and facility wide Performance Improvement Committee.
- Identified need to standardize skin care policy. Coordinated trial of skin care products. Worked with Director of Nursing, Assistant Director of Nursing - Staff Education and Rehabilitation Nurse to write, implement and educate staff in standardized resident skin care and treatment of pressure ulcers. Program resulted in significant decrease of facility acquired pressure ulcers.
- Assisted in opening of 24 bed Special Care Unit for residents who are HIV+. This was first unit and only unit in Suffolk County to be opened for this purpose.
- Assisted the Director of Nursing in planning and implementation of Intravenous program including staff education.
- Assisted the Director of Nursing in the formulation and implementation of nursing budget.

### **CENTRAL SUFFOLK HOSPITAL, Riverhead, New York**

#### **VICE PRESIDENT FOR NURSING (July, 1989 to April, 1995)**

Directly responsible to the Executive Vice President. Rotated as Administrator on Call including attached skilled nursing facility. Responsible for all nursing units including Operating Room, Recovery Room, Anesthesia, and Hemodialysis. Completely reorganized entire Division of Nursing of a 154 bed acute care hospital. Under my direction and leadership, the department:

- Reduced 1.5 million agency usage by over 90 % in first eighteen months.
- Reduced vacancy from 25 % to 4 % in first year and sustained the 4 % level through out.
- Implemented a Decentralized Nursing Model.
- Developed and implemented a comprehensive Nursing Quality Assurance Program as well as having input into restructuring of hospital wide Quality Assurance Program.
- Developed and implemented an extensive Staff Development Program including a preceptor ship program.

**Resume - John R. Edson, R.N., MS,**

- Developed and implemented a new Nursing Documentation Package.
- Designed and opened 14 bed Oncology Unit
- Expanded and upgraded services in ICU/CCU, Telemetry, ER, OR and RR and Out patient Department including addition of Nurse Practitioner in Out patient area.
- Designed and implemented a Fall Prevention Program, reducing the severity of patient falls.
- Created and implemented a prostate support group for men, only second one on Long Island. Later affiliated with national group.
- Increased compliance to JCAHO, reduced number of Type I deficiencies from seventeen to zero within 3 years.
- Assisted in development of hospital wide Ethics Committee and represented department at regular meetings.
- Taught classes to hospital staff and general public on Health Care Proxy Law.
- Brought Long Island Regional Genetics Program to hospital.

**CATHOLIC MEDICAL CENTER of BROOKLYN and QUEENS, INC.,**

**ST. JOSEPH'S HOSPITAL**, Flushing, New York

**ASSOCIATE DIRECTOR OF NURSING** (March, 1986 to July, 1989)

Responsible for the direction and supervision of all nursing services including patient care management, operational management and human resource management including recruitment and retention in conjunction with the Associate Administrator/Director of Nursing of a 200 bed facility. Assumed responsibility for Director in her absence. Rotated as 24 hour Administrator-on-Call.

- Assisted in the complete reorganization of Division of Nursing from a centralized model to a decentralized model, which included extensive rewriting of policies and procedures and extensive staff education.
- Administrator responsible for planning and development of a telemetry/step-down unit plus redesign of CCU/ICU.
- With Director of Nursing, represented department in negotiations of new labor contract.
- Served on various committees at both hospital and medical center level.

**ST. JOSEPH'S COLLEGE**, Brooklyn, N.Y.

**LECTURER**-Division of General Studies (September, 1987 to June, 1988)

Taught course on Problem Solving to adult undergraduate students.

**MOUNT SINAI MEDICAL CENTER**, New York, New York

**ADMINISTRATIVE SUPERVISOR/COORDINATOR**-Evenings (May, 1985 to March, 1986)

Responsible for the Private Division (200 beds). Services included medical-surgical, geriatrics and oncology, as well as renal transplant and dialysis. Provided relief coverage for all other in-patient services, including psychiatry, as needed. Coordinated services rendered by nursing personnel with other departments.

**LONG ISLAND COLLEGE HOSPITAL**, Brooklyn, N.Y. (1975 to 1985)

**ADMINISTRATIVE CLINICAL COORDINATOR**-Nights (February, 1984 to May, 1985)

Acted as a clinical resource person to assist staff in the delivery of patient care including problem identification and solving. Acted as a referral person to Associate Director/Director of Nursing for identified clinical management problems to increase the efficiency of the care delivery system.

**DIVISIONAL ASSISTANT DIRECTOR of NURSING** (July, 1982 to February, 1984)

Responsible for assuring the implementation and adherence to the philosophy, goals and objectives of Division of Nursing on three medical-surgical units totally 108 beds.

- Designed and implemented split of 54 bed med-surg unit into two separately functioning units.
- Served as Division of Nursing representative on multiple interdisciplinary hospital committees.

**ADMINISTRATIVE ASSISTANT DIRECTOR of NURSING**-Evening and Night Tour (April, 1982 to July, 1982)

Responsible for assuring adherence to the philosophies and policies of the hospital on the off tours of duty.

**NURSING CARE COORDINATOR** (January, 1978 to April, 1982)

## **Resume - John R. Edson, R.N., MS.**

Responsible for the direct 24-hour supervision of Nursing personnel and patients at a 23-station outpatient hemodialysis facility with 18,000 patient visits annually operated by Long Island College Hospital.

- Designed and implemented extensive inservice program.
- Designed and implemented quality assurance program.

**STAFF NURSE in HEMODIALYSIS and INTENSIVE CARE UNITS** (September, 1975 to January, 1978)

### **EDUCATION**

- ❖ American Real Estate Academy – 40 hours Sales Agent course, November, 2013
- ❖ Kaplan College Distance Education Program Legal Nurse Consultant Program - 2002
- ❖ Completed courses in Long Term Care for nursing home administrator's license – Distance Education Program - St. Joseph's College, Windham, Maine 1998
- ❖ Masters of Science - Management  
August, 1981 - Polytechnic Institute of New York
- ❖ Diploma - Nursing  
September, 1975 - Long Island College Hospital, School of Nursing
- ❖ Bachelor's of Science - Humanities  
June, 1972 - Polytechnic Institute of Brooklyn

### **LICENSURE**

- ❖ Licensed Real Estate Sales Agent - Massachusetts
- ❖ Registered Professional Nurse – Massachusetts
- ❖ Licensed Nursing Home Administrator – New York State

### **CERTIFICATION**

- ❖ Certified Hospice and Palliative Care Administrator

### **MEMBERSHIP**

- ❖ American Society of Pain Management Nurses
- ❖ Hospice and Palliative Care Nurses Association
- ❖ Greater Boston Association of Realtors
- ❖ Maynard Zoning Board of Appeals

### **LEADERSHIP**

- ❖ Board of Directors Hospice & Palliative Care Federation of Massachusetts

### **CONFERENCES**

- ❖ Co chaired and co coordinated: A Teaching Day in Genetics for Health Professionals, May 13, 1993 - Riverhead
- ❖ Co Presented MA Federation of Hospice & Palliative Care – Integrated Care Plans for Hospice Patients in Nursing Homes, October, 2007
- ❖ Presented MA Federation of Hospice & Palliative Care – One Hospice – Two Palliative Care Units: Lessons Learned, October, 2011
- ❖ Presented MA Federation of Hospice & Palliative Care – Running as Fast as We Can – Keeping up with the Demand for Palliative Care, October, 2012

## **Stephanie Duggan**

---

**From:** Andrew Scribner-MacLean  
**Sent:** Thursday, July 17, 2014 3:40 PM  
**To:** Becky Mosca  
**Cc:** Stephanie Duggan  
**Subject:** COA Appointee applicant

Becky,

Diane Wasiuk of Concord Street Circle is interested in joining the COA. She will attend the BOS Meeting on the 22<sup>nd</sup>.

Andrew

**Andrew Scribner-MacLean**  
**Assistant Town Administrator**  
Executive Director of Municipal Services  
Town of Maynard  
195 Main Street  
Maynard, MA 01754  
Office: 978 897-1375

TOWN OF MAYNARD  
**Cemetery Department**

DEED N° 2014

This Certifies that \_\_\_\_\_  
\_\_\_\_\_ **GAIL CARTER** \_\_\_\_\_  
\_\_\_\_\_ is  
\_\_\_\_\_ **321A Great Road, MA 01754** \_\_\_\_\_  
\_\_\_\_\_ is  
\_\_\_\_\_ **195C** \_\_\_\_\_ Section No. \_\_\_\_\_ **18** \_\_\_\_\_  
\_\_\_\_\_ 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.

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

Sealed, Signed and Delivered  
in the presence of

Dated July 8, 2014

Board of Selectmen of the Town of Maynard

TOWN OF MAYNARD  
**Cemetery Department**

DEED N<sup>o</sup> 2015

This Certifies that \_\_\_\_\_  
**RONALD JOSEPH WATTU**  
\_\_\_\_\_ is  
**130 Leisureville Blvd., Boynton Beach, FL 33426-4351**  
\_\_\_\_\_ proprietor of Lot No. **127A** Section No. **11** 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. This deed will transfer ownership from Dorothy E. Wattu to Ronald Joseph Wattu. Lot was purchased in 1989.

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

Sealed, Signed and Delivered  
in the presence of

Dated July 8, 2014 \_\_\_\_\_

Board of Selectmen of the Town of Maynard

**Carron Restaurant Group LLC  
517 Concord Avenue  
Cambridge MA 02138**

To: Town of Maynard  
Board of Selectmen

June 18, 2014

Att: Stephanie Duggan  
Administrative Assistant

From: Nicholas Leo, Mgr

RE: Carron Restaurant Group LLC Liquor License

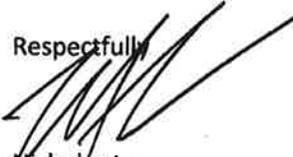
Dear Stephanie:

Please accept this letter as response to your letter requesting information regarding the future of our Liquor License. At this time we have been in negotiations with Capital Group Properties to relocate our license to the Maynard Crossing site located at 129 Parker St.

A definitive time to cannot be given at this point as permitting to transfer the license to the site as well as construction of the site must be done prior to being open for business. I would anticipate that the license will be in front of the board in its July or August meetings to commence the transfer process.

Please do not hesitate to contact me directly with any questions or comments.

Respectfully



Nicholas Leo

Manager

c.c. Raymond Gillespie Esquire

The Maynard Public Schools are committed to high academic standards that encourage students, teachers, and community members to achieve their personal best through lifelong learning.



**MAYNARD PUBLIC SCHOOLS**  
12 Bancroft Street Maynard, Massachusetts 01754  
Robert J. Gerardi, Jr. PhD  
Superintendent of Schools  
[rgerardi@maynard.k12.ma.us](mailto:rgerardi@maynard.k12.ma.us)  
978-897-2222

May 29, 2014

Kevin Sweet  
Maynard Town Administrator  
195 Main Street  
Maynard, MA 01754



RE: FY15 PEG Funds

Dear Kevin,

You and I have been working diligently to provide a more cohesive town and school relationship. I want to reiterate how appreciative the school department is of your support and willingness to explore all avenues to improve the services that we both provide the Town of Maynard.

We have discussed the concept of utilizing the Public, Educational and Governmental Access Agreement Funds (PEG) to continue to increase support for the technical aspects of public access television in Maynard as we did last year. Pete has provided the following analysis of FY 15 compensation expenses associated with the current public access programming:

Director	\$60,032.00
Health Care Costs	23,169.84
Paraprofessional 1	14,471.00
Health Care Costs	.00
Paraprofessional 2	9,493.00
Health Care Costs	+ .00
Total	\$107,165.84

We respectfully request that you ask the Board of Selectmen to approve \$107,165.84 of FY15 PEG funds to support this programming. Once approved, or denied, please contact Pete DiCicco so that he can budget accordingly.

Sincerely,

Bob Gerardi  
Superintendent of Schools

Cc: P. DiCicco

## Becky Mosca

---

**From:** Kevin Caruso <kcaruso@maynard.k12.ma.us>  
**Sent:** Friday, July 11, 2014 9:04 AM  
**To:** Kevin Sweet  
**Cc:** Robert Gerardi; Peter DiCicco; Becky Mosca  
**Subject:** Alumni Field Work

Hi Kevin,

I hope all is well.

I wanted to let you know that the school has invested \$6,000 dollars worth of sod and work to be done on Alumni Field. The sod will be going in next week. As a result, we will need to water the field regularly for the first few weeks.

I understand there is a level one water ban in place, but I believe we are exempt from it based on the language pertaining to the acceptable water usage which states,

"Examples of acceptable outdoor water uses include:

- Irrigation to establish a new lawn during the months of May and September;"

If you have any questions feel free to contact me,

Thank you,

--  
Kevin Caruso, C.A.G.S  
Maynard Athletics  
978-897-6168  
Hard Work  
Discipline  
Sacrifice  
Accountability

TOWN OF MAYNARD  
LICENSE TO ENTER AND USE TOWN-OWNED LAND  
FOR DOG PARK

**Preamble**

This License (“License”) is a license, by and between the Town of Maynard, a duly organized municipal corporation having its principal place of business at 195 Main Street, Maynard Massachusetts and the Maynard Dog Owners Group, Inc. (“Licensee” or “MayDog”), a non-profit organization duly established under the laws of the Commonwealth of Massachusetts, having its principal place of business at P.O. Box 522, Maynard, Massachusetts.

WHEREAS, The Town of Maynard is the owner of certain land (the “Licensed Premises”) shown on a plan entitled “Proposed Dog Run Area, Closed Maynard Landfill” prepared by Sanborn Head and dated March 2013 and attached hereto as *Exhibit A*; and

WHEREAS, Licensee desires to enter upon the Licensed Premises for the purposes described in Article 4 of this License;

**Grant of License**

1. NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor grants the privileges of such entry, the permitted uses defined in Article 4 of this License, and the other privileges set forth in this License, and Licensee accepts the same, for the mutual promises set forth herein, the parties agree as follows:

**REFERENCE DATA**

- i. Date of License: \_\_\_\_\_
- ii. Mailing Address of Licensor: Town of Maynard  
Town Administrator  
  
195 Main Street  
Maynard, MA 01754
- iii. Mailing Address of Licensee: MayDOG  
PO Box 522  
Maynard, MA 01754  
  
Telephone Number: 978-3310-DOG (1364)  
Email address: MayDOG@maydog.org
- iv. Licensed Premises: Land appurtenant to the Former Waltham Street Landfill, as shown on *Exhibit A* attached hereto.

- v. Permitted Use: Recreational off-leash dog park, as further described in Article 4 of this License.
- vi. Term of License: One (1) year, as further defined in Article 6 of this License.

**2. LICENSED PREMISES**

- i. Entry and use are limited to the Licensed Premises, as shown on the plan(s) or diagram(s) attached to this License as *Exhibit A*.
- ii. Licensee's employees, agents, and contractors shall have, as appurtenant to this License, the non-exclusive use, in common with others entitled thereto, of any sidewalks, driveways, parking area, and entrances and exits from public streets and highways serving the Licensed Premises.

**3. CONDITION OF THE LICENSED PREMISES**

Licensee acknowledges and agrees as follows:

- i. Licensee accepts the Licensed Premises in "as-is, where-is" condition.
- ii. Licensor is under no obligation to make any repairs, renovations, or alterations to the Licensed Premises.
- iii. Licensor has made no representations or warranties whatsoever regarding the Licensed Premises, including, without limitation, no representations or warranties regarding fitness of the Licensed Premises for Licensee's intended purpose or use.

**4. PERMITTED USES**

The privileges of Licensee under this License with regard to the Licensed Premises shall be for the following and no other purposes and uses (the "Permitted Uses") unless further authorized by the Board of Selectmen:

Recreational Dog Park: for use by dog owners to bring their dogs for off-leash recreation and socialization with other dogs from March 31 to December 1, and for other uses incidental thereto, including improvement, repairs and maintenance of the premises for such intended use, installation and posting of signs, benches, a kiosk, a shade structure, and waste pickup stations, which are hereby approved by the Licensor. Such incidental uses may be made by the Licensee during any time of the term of the license.

Use shall be in accordance with the MayDog Rules attached hereto and incorporated by reference into this License as *Exhibit B*, and all applicable state, federal, and local laws and regulations.

**5. LICENSEE'S EQUIPMENT**

Licensee, or their agents, employees, volunteers, or contractors, may bring such vehicles and other equipment upon the Licensed Premises for maintenance purposes, subject however, to the following limitations:

- i. No vehicles or equipment shall be caused to remain upon the Licensed Premises for any period of time beyond what is reasonably necessary to conduct regular maintenance procedures of the Licensed Premises.

**5.1 SIGNAGE**

Licensee, at its sole expense, will erect or cause to be erected and continuously maintained in a legible condition, a sign displaying, at a minimum, the following information:

- i. MayDOG contact information
- ii. Requirements concerning waste removal and disposal
- iii. Hours and days of operation.

In addition, Licensee may post signs including sponsor acknowledgments, rules and instructions for the use of the dog park, and other informational signage.

**6. TERM**

- i. The term of this License shall be one (1) year.
- ii. The term of this License shall commence on \_\_\_\_\_ and shall expire on \_\_\_\_\_ unless terminated earlier in accordance with the terms of Article 17.
- iii. The term of this License may be extended for at least one (1) year on the same terms, subject to the sole discretion of the Licensor, in the event the Licensee is in full compliance with the terms hereof.

**8. PERMITS**

It shall be the responsibility of Licensee to obtain any such permit or license which may be necessary for the ongoing operation, use, and maintenance of the Licensed Premises, at Licensee's sole cost and expense.

**9. ALTERATION OF THE LICENSED PREMISES**

- i. Except as provided in Articles 4 and 5 and this Article 9, Licensee shall make no alterations or improvements upon the Licensed Premises.
- ii. Licensee shall not make any additional alterations or improvements upon the Licensed Premises unless Licensee has obtained Licensor's prior written approval and consent. Licensor shall review and respond in a timely manner to any reasonable requests by Licensees to make such alterations or improvements.
- iii. Any such additional alterations or improvements by Licensee shall be made strictly in accordance with terms and conditions established in writing by Licensor. Such terms may include, without limitation, prior written approval of plans, insurance coverage, and a requirement that Licensee remove any or all of Licensee's alterations or improvements upon the expiration or earlier termination of this License.

- iv. All such alterations or improvements remaining upon the Licensed Premises after the expiration of this License shall be subject to the provisions of Article 11(x) hereof.

**10. UTILITIES**

- i. The Licensed Premises are not served by any utilities.

**11. CONDUCT OF LICENSEE**

- i. Compliance with Licensor's Directives

Licensee agrees to observe and obey all bylaws, regulations and rules of the Town of Maynard. Licensor agrees to provide Licensee with notice of any new bylaws, regulations and rules affecting use of the Licensed Premises as a Recreational Dog Park that are enacted after the date of this agreement, such notice to be given by hand, facsimile, or registered or certified mail to duly designated personnel of Licensee.

- ii. Compliance with Laws

Licensee shall at all times operate the Licensed Premises in accordance with all applicable laws, statutes, ordinances, regulations, permits, and licenses.

- iii. Repair of Damage

Licensee shall neither cause nor suffer any waste of the Licensed Premises and shall maintain the Licensed Premises in good order at all times. Licensee's responsibilities shall include, but not be limited to, the repair of any and all damage or breakage resulting from acts of vandalism or the intentional or negligent acts of Licensee or others, but excluding damage or breakage caused by employees, agents, or contractors of Licensor. All repairs made by Licensee shall be performed in a manner satisfactory to Licensor. Licensor shall have the option to make such repairs for the account of Licensee, in which event Licensee shall reimburse Licensor for any and all costs incurred by Licensor to make such repairs. Licensee shall make payment within ten business days after written demand by Licensor.

- iv. Sanitation

Licensee shall maintain the Licensed Premises in a sanitary condition and shall follow all directions of Licensor with regard to the collection and disposal of refuse. Licensee shall be solely responsible for providing, at Licensee's sole cost and expense, regular cleaning and maintenance of the Licensed Premises including, but not limited to, the removal of dog waste and other rubbish and debris from the enclosed play area and surrounding vicinity, and regular emptying of waste barrels.

- v. Security

Licensee shall be solely responsible for providing, at Licensee's discretion and its sole cost and expense, additional security measures on the Licensed Premises.

- vi. Cost of Operations

Except as otherwise expressly set forth in this License, Licensee shall be responsible for any and all costs and expenses associated with Licensee's operations upon the Licensed Premises.

vii. Operations Limited to Permitted Uses

Licensee shall not conduct, nor permit any of its employees, agents, contractors, or invitees to conduct any operations or business upon the Licensed Premises except for that permitted by this License, unless prior written authorization is provided by Licensor. Any such additional authorization shall be given or denied solely at Licensor's discretion.

viii. Hazardous Materials

Licensee agrees that Licensee shall not cause or permit any Hazardous Material to be used, generated, stored, or disposed of on, under, or about, or transported to or from the Licensed Premises. As used herein, "Hazardous Material" shall be defined as provided in Section 2 of Chapter 21E of the General Laws of Massachusetts and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time. "Hazardous Material" does not include dog waste, ordinary cleaning products, household paint, and gardening or landscaping material to be used in connection with the Dog Park.

ix. Alcoholic Beverages

Licensee shall not bring, store, maintain, consume, or serve alcoholic beverages upon the Licensed Premises, nor allow any of Licensee's employees, agents, contractors, or invitees to do the same.

x. Surrender of Licensed Premises

Upon the expiration or earlier termination pursuant to Article 17 of this License, Licensee shall immediately vacate and surrender the Licensed Premises to Licensor, except that Licensee may enter the premises for the purposes of removal of Licensee's property and restoration as set forth herein. Licensee shall, within 30 days following the date of such expiration or termination, remove all of Licensee's property from the Licensed Premises and restore the Licensed Premises to the condition the Licensed Premises were in at the commencement of this License, reasonable wear and tear and damage by fire or other casualty only excepted, and subject further to any obligation Licensee may have hereunder to make repairs or improvements to the Licensed Premises. Upon agreement of the parties, Licensee may abandon all or part of its property improvements it has made in place. If any of Licensee's personal property remains on the Licensed Premises more than 30 days after the expiration or earlier termination of this License without a written agreement between the parties, said property shall be deemed abandoned and may be retained by Licensor without any compensation to Licensee, or said property may be removed and either stored or disposed of by Licensor at the sole cost and expense of Licensee.

**12. LICENSEE ASSUMES ALL RISKS**

- i. Licensee agrees that Licensee shall use and occupy the Licensed Premises at Licensee's own risk, and Licensor shall not be liable to Licensee for any death or personal injury, or for any loss or damage to vehicles, equipment, fixtures, or other personal property of Licensee that are brought upon the Licensed Premises.
- ii. Licensee accepts complete liability for the acts, omissions, and negligence of Licensee and the officers, agents, contractors, and employees of Licensee while present upon the Licensed Premises or while exercising Licensee's rights hereunder.

- iii. Without limiting the foregoing, Licensor shall have no liability to Licensee or to Licensee's invitees for any injury, death, loss, or damage caused by any act of Licensee's invitees, officers, agents, contractors, employees, or members of the general public.

### **13. INDEMNIFICATION**

- i. Licensee shall indemnify Licensor and save them harmless from and against any and all injury, loss, claim, action, damage, or liability arising out of any act, failure to act, or negligence of Licensee, or of Licensee's officers, agents, contractors, employees, or invitees relating to the Licensee's use of the Premises, any failure on the part of the Licensee to comply with any provision or term of this License, or relating to the exercise by the Licensee of rights under this License. Any negligent, reckless, unauthorized, or wrongful act on the part of any member of the public using the Licensed Premises shall be the sole responsibility of that individual.
- ii. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities, including attorney's fees, in connection with any such injury, loss, or damage or any such claim, or any proceeding brought thereon or in defense thereof, relating to the Licensee's use of the Premises, any failure on the part of the Licensee to comply with any provision or term of this License, or relating to the exercise by the Licensee of rights under this License.

### **14. INSURANCE**

Licensee shall keep in force, at Licensee's sole cost and expense during the full term of this License and during such other times as Licensee occupies the Licensed Premises or any part thereof, the following insurance policies:

- i. Comprehensive general liability insurance insuring Licensee against all claims and demands for personal injury or damage to property that may be claimed to have occurred upon or about the Licensed Premises. Said insurance shall be written on an occurrence basis to afford protection in the amount of \$1,000,000 per occurrence/ \$1,000,000.00 aggregate for personal and bodily injury and death and for property damage, with a so-called "broad-form" endorsement and contractual liability coverage insuring the performance by Licensee of the indemnity agreements set forth in Article 13 of this License.
- ii. Vehicle Liability Insurance covering each vehicle of Licensee entering the Licensed Premises in an amount not less than the compulsory coverage required in Massachusetts.
- iii. All insurance coverage required by this Article 14 shall be by standard policies obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts.
- iv. Each said insurance policy shall name the Town of Maynard as an additional insured and shall contain a provision stating that such coverage shall not be cancelled, reduced, or otherwise materially altered without at least ten (10) days prior written notice to Licensee, who in turn shall be responsible for providing immediate notice of cancellation to Licensor. Cancellation, reduction, or other material alteration shall be grounds for termination of this License pursuant to Article 17 of this License.

- v. If Licensee fails to obtain or to maintain any of the insurance coverage required by this Article 14, or if any of the required insurance policies is cancelled, it shall be grounds for immediate termination of this License as provided in Article 17 of this License.
- vi. One or more certificates of insurance showing insurance coverage as required by this Article 14 are attached to this License as *Exhibit C*.

15. **ASSIGNMENT**

Licensee shall not sell, assign, sublicense, mortgage, or transfer any interest in this License without obtaining, in each instance, the prior written consent of Licensor. The decision to grant or withhold such consent shall be at Licensor's sole discretion.

16. **RIGHTS OF LICENSOR AND AGENCY TO ENTER**

- i. Licensor reserves the right to enter upon the Licensed Premises at any time to make repairs, perform maintenance, inspect the Licensed Premises, show the Licensed Premises to others, monitor compliance with this License, or for any other reason.
- ii. Licensee shall not interfere with the exercise of this right and shall cooperate with Licensor, other representatives of the Town of Maynard, and their agents.

17. **TERMINATION**

This License shall expire on the date specified in Article 6(B), unless extended in compliance with the terms of this License and all other requirements of law, or unless terminated earlier under the following conditions:

- i. Without Cause. If circumstances that were unanticipated at the time this License was issued, or that are beyond the control of Licensee or Licensor, result in an inability to continue this License for its full term, then either Licensee or Licensor may terminate this License by giving written notice to the other party at least ninety (90) calendar days prior to the effective date of termination stated in the notice.
- ii. For Breach. Notwithstanding the foregoing, each party can terminate this License upon sixty (60) days' prior written notice to the other if the other party fails to comply with the terms of this License (provided said notice specifies the default and that the non-complying party fails to cure the default within said sixty (60)-day period or such longer period as mutually agreed upon). The notice shall specify in reasonable detail the nature of the alleged breach or non-compliance.
- iii. Emergency. If Licensor determines that it is necessary to terminate this License or suspend Licensee's rights hereunder immediately in order to prevent injury or damage to persons or property, including, but not limited to, the interest of the Town of Maynard in the Licensed Premises, or to protect state or federal funds, Licensor may terminate this License or suspend Licensee's rights hereunder by providing written notice to Licensee stating the grounds for said termination or suspension. Said notice may be given in the form of a telegram, mailgram, hand-carried letter, fax, or other reasonable written means, and this License shall be terminated or suspended, as the case may be, upon delivery of said notice to Licensee.

- iv. Surrender of Premises. In the event this License is terminated in accordance with any of the provisions of this Article 17, this License shall come to an end as fully and completely as if the term had expired on the date set forth in Article 6, and Licensee shall vacate and surrender the Licensed Premises as provided in Article 11(x).
- v. Entry by Licensor. Within thirty (30) days following the expiration or earlier termination of this License, or any time prior thereto, Licensee may enter upon the Licensed Premises to remove Licensee's property. Upon agreement of the parties, Licensee may abandon all or part of its property improvements it has made in place. If any of Licensee's personal property remains on the Licensed Premises more than thirty (30) days after the expiration or earlier termination of this License without a written agreement between the parties, said property shall be deemed abandoned and may be retained by Licensor without any compensation to Licensee, or said property may be removed. If Licensee does not cease to operate the Recreational Dog Park upon expiration or earlier termination of this License, Licensor may enter upon the Licensed Premises or any part thereof to secure the Premises so as to exclude the Licensee and its agents or invitees. This remedy shall be without prejudice to any other remedies that Licensor may have for breach of this License by Licensee.
- vi. Liability. A termination of this License in accordance with any of the provisions of this Article 17 shall not impair any other rights and remedies available to the parties at law or in equity.
- vii. Waiver. Licensee expressly waives any right to damages related to such termination, including, without limitation, incidental or consequential damages.

**18. NO ESTATE CREATED**

- i. This License shall not be construed as creating or vesting in Licensee any estate in the Licensed Premises, but only the privileges of entry and use as herein described.
- ii. Licensee understands, acknowledges, and agrees that Licensee is acquiring no interests or rights whatsoever in or to the Licensed Premises by virtue of this License and that Licensee is hereby granted the privileges of entering and using the Licensed Premises in accordance with the provisions of this License.
- iii. This License does not constitute the granting of an interest in real property for any purpose, and Licensee shall not have any right to make any permanent improvements to, nor to install any permanent fixtures on, the Licensed Premises, unless such improvements or fixtures are explicitly authorized by Article 4 hereof or by other written authorization subsequently given by Licensor pursuant to Article 9 hereof.
- iv. Licensee shall have no right to require specific performance of the obligations of Licensor hereunder.

**19. NON-DISCRIMINATION**

- i. Licensee shall not discriminate against any qualified employee, applicant for employment, subcontractor, or person or firm seeking to provide goods or services to Licensee, nor shall Licensee deny any person access to the Licensed Premises or to any activities or programs carried out pursuant to this License because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation.

- ii. Licensee shall comply with all applicable federal and state statutes, rules, and regulations prohibiting discrimination in employment and accommodations.

**20. NOTICES**

- i. Unless otherwise expressly permitted hereunder, all notices or other communications required or permitted to be given under this License shall be in writing and signed by a duly authorized representative of the party giving the notice, and shall be given by hand delivery (including, without limitation, courier, Federal Express, or other overnight delivery service) or mailed by United States certified mail, postage prepaid, return receipt requested.
- ii. Such notices shall be sent or addressed to Licensor and Licensee at the addresses set forth in Article 1 of this License.
- iii. Notices may also be sent by fax to either party, provided a fax number is given for such party in Article 1 of this License.
- iv. By notice given hereunder at any time and from time to time, Licensor or Licensee may designate a different address or fax number to which notices shall be sent.
- v. Notices served as aforesaid shall be deemed given for all purposes on the date shown on the receipt for such delivery or as of the date such notice was sent if notice is given by fax or if delivery is refused or acceptance could not be obtained.

**21. INTEGRATION**

This Agreement, including the Exhibits attached hereto, constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, proposals, offers, counteroffers, agreements and understandings of the parties regarding said subject matter, whether written or oral, all of which are hereby merged into and superseded by this Agreement.

**22. MISCELLANEOUS PROVISIONS**

- i. This License may not be modified except in a written document duly executed by both parties.
- ii. Licensee, its employees, officers, contractors, or agents are not authorized to bind or involve the Town of Easton or any of its agencies in any contract or to incur any liability for or on the part of the Town of Maynard.
- iii. If any portion of this License is declared to be illegal, unenforceable, or void, then all parties to this License shall be relieved of all obligations under that portion, provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.
- iv. No consent or waiver, whether express or implied, by Licensor to or of any breach of the terms of this License by Licensee shall be construed as a consent or waiver to or of any other breach. No waiver of any breach or default or other indulgence shall be effective unless expressed in writing by Licensor.
- v. The Preamble of this License is an integral part of this License and not mere recitals.

- vi. The captions in this License are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this License or any of the provisions hereof.
- vii. No official, employee, or consultant of the Town of Maynard shall be personally liable to Licensee or to any person claiming under or through Licensee for or on account of any alleged breach of this License, or for any act, failure to act, or other matter arising out of the execution of this License or the performance of Licensor's obligations hereunder.
- viii. This License shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.
- ix. This License is to take effect as a sealed instrument.
- x. The following exhibits and attachments are made a part of this License for all purposes:

- Exhibit A – Plan of Licensed Premises*
- Exhibit B – Park Rules*
- Exhibit C – Certificate of Insurance*

[SIGNATURE PAGE TO FOLLOW]

WITNESS the duly authorized signatures of Licensee and Licensor on three (3) counterparts of this License, each of which shall be considered to be an original, for all intents and purposes. This License shall be valid upon, but not before, the delivery of a fully executed counterpart to Licensee by Licensor.

**LICENSEE:** \_\_\_\_\_  
(as Licensee's full name appears on page 1 of this License)

By: \_\_\_\_\_  
Authorized Signature Title

\_\_\_\_\_  
Signer's Printed Name Date

By: \_\_\_\_\_  
Authorized Signature Title

\_\_\_\_\_  
Signer's Printed Name Date

**LICENSOR: THE TOWN OF MAYNARD, MASSACHUSETTS, BY ITS BOARD OF SELECTMEN**

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

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

## MayDOG Solar Park Off-Leash Recreation Area (OLRA)

### Proposed Rules

The following rules and regulations are proposed for Maynard's new Off-Leash Recreation Area. The MayDOG board compiled this list from the rules of other successful dog parks in Massachusetts and other states, with the goal of presenting clear and comprehensive guidelines for the safety of all dog park users as well as the adjacent community.

#### **BY ENTERING THIS OFF-LEASH RECREATION AREA, YOU AGREE TO THE FOLLOWING TERMS:**

- Use of this recreational facility is AT YOUR OWN RISK.
- Dog owners/handlers are responsible for any damage or injury caused by their dog(s).
- The Town of Maynard and its designated agents have no liability for any injuries sustained as a result of your using the dog park.
- Owners/handlers must clean up after their dogs – NO EXCEPTIONS.
- The park is closed before sunrise and after sunset. Use of the park is allowed only during daylight hours; entry at any other time constitutes trespassing.

#### **WHO MAY USE THE PARK:**

- This park may be used, free of charge, by well-behaved dog owners and their dogs. No other animals are allowed.
- Children under 9 years old are not allowed in the off-leash dog area.
- Children aged 9-17 years may enter the off-leash dog area only if accompanied by an adult.
- No more than three dogs per responsible adult may be brought in.
- Dogs in heat and puppies younger than 4 months are not allowed in the dog park.
- Dogs must be current on rabies vaccinations and properly licensed in the town where they live. Proof of rabies vaccination and licensing must be shown on request. Current tags will serve as adequate proof.
- Aggressive dogs are not permitted on the premises. Dogs must be removed immediately at the first sign of aggression toward people or other dogs. Dogs that exhibit repeated aggression may be banned from the premises.

#### **ALL PARK USERS MUST OBSERVE THE FOLLOWING RULES:**

- You must clean up after your dog(s), yourself and any children with you. All fecal waste must be bagged and deposited in the marked waste receptacles before you leave the park. You must fill all holes dug by your dog(s) and pick up any litter.
- You must enter the park along with your dog(s) and keep your dog(s) in sight at all times. Dogs must not be left unattended in the park.

- Dogs must be leashed prior to entering and exiting the fenced off-leash area. No leashed dogs are allowed inside the off-leash area. Owners/handlers must carry a leash for each dog at all times.
- All dogs must wear a tag collar with their identification on it. For the safety of your dog(s) and other park visitors, prong/pinch, choke, and spiked collars are prohibited inside the fenced area.
- For the safety of all, do not touch any dog without the owner's prior permission.
- Smoking is not permitted in the dog park, including the parking lot area.
- No food for dogs or humans is allowed inside the park. (Training treats are permitted.)
- No glass containers are permitted in any part of the dog park, including the parking lot area.

VIOLATION OF THE ABOVE RULES AND REGULATIONS WILL SUBJECT YOU TO REMOVAL FROM THE PARK AND SUSPENSION OF PARK PRIVILEGES.