

Exhibit “A”

Decision - Site Plan approval with Special Permits for Maynard Crossing (AKA 129 Parker Street)
Planning File #'s: PB16-11, PB 16-12, PB 16-13, PB 17-04, PB 17-08 and PB 17-09.

**The Memorandum of
Agreement between the Town and the
applicant dated September 6, 2016**



MEMORANDUM OF AGREEMENT
September 6, 2016

I. Preliminary Statement

This contract, executed by the Parties on September 6, 2016, shall become effective immediately upon passage by Maynard Town Meeting's approval of the Concept and Signage plans or revisions thereto, identified in Section III of this Agreement, is a "Memorandum of Agreement" ("MOA") between Maynard Crossing, JV, LLC, the property owner, its successors and assigns and the Town of Maynard ("Town of Maynard" or "Town") in accordance with Section 9.3.3 of the Neighborhood Business Overlay District ("NBOD") as codified in the Zoning By Laws of the Town of Maynard, as amended through January 2016. The Property Owner's commitments and terms listed in this MOA are offered freely and in response to the calculation of development impacts from the proposed 129 Parker Street development. This MOA shall hereafter be in full force and effect with the offers and conditions set forth below and shall supersede and replace any prior Agreements by and between the parties as it relates to the property that is subject to this Agreement.

The Parties to this MOA are:

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

The property that is the subject of this MOA located at 129 Parker Street, Maynard, Massachusetts, and identified a Assessor's map number 25 and parcel numbers 152 and 152-1 ("the Property"). The legal description of the Property is attached hereto as Exhibit A.

In addition to the legal binding effect of this MOA, it is understood and agreed that the Owner will apply for various approvals from, among others, the Maynard Planning Board, that may include but not be limited to, Site Plan and Special Permit approval pursuant to the Maynard Zoning Bylaw. The Owner agrees to be bound by such terms and conditions imposed by the Planning Board; terms and conditions that are to be considered in addition to, those contained herein. Accordingly, nothing in this MOA shall be construed as authorizing development of the locus independent of the approvals required from the Planning Board pursuant to the Zoning Bylaw.

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

II. RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

III. TERMS OF AGREEMENT

A. Description of Project and Revised Concept Plan.

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

1. Residential Apartments. Not more than 180 residential apartments with not more than 256 bedrooms (plus two bedrooms for each additional unit greater than 175) situated in not more than three multi unit buildings and two "carriage houses", all as shown on the plans identified below. The maximum number of units applies regardless of the permitting mechanism used to construct said dwelling units. For up to and including 175 dwelling units no fewer than seventeen (17) of the dwelling units constructed within the Project shall be made available for rent, for the longest period permitted by law, to individuals or families earning less than eighty percent (80%) of the median income of Maynard, as that figure is determined from time to time by the Commonwealth of Massachusetts ("affordable unit"). All additional dwelling units greater than 175 shall be affordable units.
2. Independent Living or Continuing Care Retirement Community. Any independent living or continuing care retirement community shall consist of not more than 143 units.
3. Retail/office/commercial space including supermarket, with a total gross floor area not to exceed 310,000 square feet.

The Project as described above is shown on the plan consisting of multiple sheets and pages dated June 28, 2016 entitled, "129 Parker Street, Maynard, MA, Concept Plan Submittal" prepared by CI Design, Inc., and includes any and all supporting materials, including, but not limited to, the Traffic Assessment dated March 9, 2016 prepared by Green International Affiliates Inc. ("the Project" or "Concept Plan", as applicable). The signage for the Project is shown on the plan consisting of multiple sheets and pages dated July 11, 2016 entitled "Maynard Commons, Retail and

Residential Graphics: Branding & Wayfinding, Revised Concept Design 4”, prepared by Gamble Design, LLC.

B. Payment of Consultants and Legal Costs.

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

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

2. In the event that there is a remaining balance in this fund after the Site Plan Approval and Special Permit processes, the Town of Maynard shall return any balance to the Owner.
3. To the extent permitted by law and public policy, the Owner shall have the right, at the Owners election, to contribute funds pursuant to G.L. c.44, s.53G to assist in the Maynard Building Department’s review of plans and applications for the Project as well as to assist in determining compliance with the State Building Code and other applicable codes relating to the Project.

C. Financial Contribution.

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

2. This additional financial sum of \$900,000.00 ("Owner's Financial Gift") shall be conditioned upon Owner first having obtained, with all appeal periods having expired and no appeal having been filed, any and all Federal, state and local permits, licenses, orders or approvals required for the construction and use of the Project as set forth in the Revised Concept Plan and Signage Concept Plan as approved by Town Meeting (the "Necessary Approvals") and shall thereafter be paid as follows:
 - a. \$300,000.00 upon issuance of first Site Plan Approval or first Special Permit by the Planning Board with all appeal periods for the first Site Plan Review approval or Special Permit approval having expired and no appeal having been filed; and
 - b. \$200,000.00 upon issuance of first building permit for any retail building or supermarket within the Project; and
 - c. \$200,000.00 upon issuance of first building permit for any building within the residential apartment component of the Project; and
 - d. \$200,000.00 upon issuance of first building permit for any building within the Independent Living or Continuing Care Retirement Community component of the Project.

The Owner shall make the payments as set forth in Section 2 (a-d) above should the Owner proceed with construction of the Project, in whole or in any part, notwithstanding an appeal of any permit or approval issued for the Project.

D. Infrastructure Improvements.

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

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

conjunction with the "traffic impact and access study" shall be implemented by the Owner as specified by the Planning Board.

a. "Front Door" Improvements.

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

- 1) Dedicated northbound left turn lane into the Property;
- 2) Dedicated southbound right turn lane into the Property at the driveway approach along Parker Street;
- 3) "Through" traffic lanes in both north and southbound directions;
- 4) Constructed sidewalk in the area along Owner's property;
- 5) A fully permitted and operational traffic signal at primary entrance.

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

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

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

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

The Owner offers to convey for no (zero) consideration in fee simple to the Town all land along the Property's frontage required for the Front Door Improvements, the same to be identified on both a plan and deed prepared by the Owner no later than the issuance of the first building permit for the Project. Nothing herein shall be construed as obligating the Town to accept said offer.

The Owner shall retain a traffic engineer(s) licensed in the Commonwealth to monitor the Front Door Improvements and its intersection every six months for a period of 24 months following the issuance of the first occupancy for any building located within the Project. Reports of this data collection and analysis shall be submitted to the Town of Maynard Planning Department.

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

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

b. Route 117/Parker Street Intersection.

The Owner shall construct additional traffic mitigation requested by the Town (as well as contained in the Judith Nitsch Report dated December 8, 2006) between 129 Parker Street and the Route 117/Parker Street intersection and additional improvements recommended by Vanasse and Associates, provided

all such improvements and mitigation measures are located within the existing right of way. The final scope and location of the 117/Parker Street Intersection shall be determined by the Planning Board during either the Site Plan Review or special permit process, whichever is applicable. The costs of the planning, permitting, design and construction of these improvements shall be paid for by the Owner. All such improvements shall be substantially completed prior to the issuance of the first building permit for any new retail building or use or residential or independent living or continuing care retirement community constructed within the Property. The Owner, at the Owner's expense shall, at the request of the Board of Selectmen or Planning Board, update the reports referenced herein. The reasonable costs of said updating shall be the responsibility of the Owner pursuant to Section III. 2 of this Agreement.

Timing of Required Action: The Route 117/Parker Street improvements shall commence within sixty (60) days following the issuance of the first final or temporary occupancy permit for any use or purpose and thereafter completed expeditiously and shall include but not be limited to:

- 1) the modification of the traffic signal equipment, phasing, and timing to allow for a Great Road (Route 117) westbound protected left-turn phase;
- 2) the replacement of existing pedestrian signal heads with countdown pedestrian signal heads, with adjustments to signal equipment, phasing, and timing as determined necessary by the Town;
- 3) implementation of the geometric modifications proposed by the Owner in the Preliminary Traffic impact and Access Study (PTIAS) dated August 2006;
- 4) reconfiguration of all pedestrian curb cuts so as to be made complaint, to the maximum extent possible and consistent with the Americans with Disabilities Act and
- 5) upgrading of the sidewalk to include granite curbing along the west side frontage of Owner's Property for a distance of approximately 925 linear feet.
- 6) If not located adjacent to Owner's land all work shall be contained within the Town right-of-way and Owner shall obtain, at Owner's expense, all permits and approval required to complete the above described improvements.

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

Timing of Required Action: With the exception of the improvements included in subparagraph (a), below, the Owner shall complete the following

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

- 1) Great Road/Parker Street - Install the necessary signal equipment, including but not limited to right-turn arrow signal heads on the westbound Great Road (Route 117) approach to the intersection, with accompanying modifications of the traffic signal equipment, phasing, and timing to allow for the modified phasing proposed. The Town Administrator, acting on behalf of the Board of Selectmen, shall determine the final scope and location of the Great Road/Parker Street improvements.
- 2) Parker Street/Old Marlboro Road - Remove the Stop sign on the south side of Old Marlboro Road at Parker Street. Install a 'Stop Ahead' sign (MUTCD designation W3-1) facing southbound Old Marlboro Road traffic. A centerline shall be placed on Old Marlboro Road and a Stop line painted adjacent to the existing Stop sign on the north side of Old Marlboro Road. In addition, a chevron sign (MUTCD designation W1-8) shall be placed on the south side of Old Marlboro Road facing southbound traffic on Old Marlboro Road. The Owner shall submit a plan during the Site Plan Review and/or special permit process illustrating the proposed improvements. The final scope and location of the Parker Street/Old Marlboro Road improvements shall be determined by the Planning Board during either the Site Plan Review or special permit process, whichever is applicable.
- 3) Great Road (Route 117)/Old Marlboro Road. Signing, pavement markings and minor geometric modifications shall be undertaken to clarify lane use and any restrictions on the approaches to the intersection. The Owner shall submit a plan during Site Plan Review and/or special permit process illustrating the project limits and the proposed improvements. The final scope and location of the Great Road (Route 117)/Old Marlboro Road improvements shall be determined by the Planning Board during either the Site Plan Review or special permit process, whichever is applicable.
- 4) Parker/Field Street Intersection. Installation of a "pedestrian warning beacon system" as recommended by the Owner in its "Preliminary Traffic Evaluation, March 9, 2016. The final scope and location of the Great Road (Route 117)/Old Marlboro Road improvements shall be determined

by the Planning Board during either the Site Plan Review or special permit process, whichever is applicable.

E. Mitigation Funds.

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

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

1. \$90,000.00 upon the issuance of the building permit for the proposed supermarket; and
2. \$90,000.00 upon the issuance of the first building permit for any use within Building A, Building B, Building C or Building D as shown on the Revised Concept Plan; and
3. \$80,000.00 upon the issuance of the first building permit for any use within Building E, Building F, Building G or Building H as shown on the Revised Concept Plan.

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

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

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

F. Other Infrastructure Improvements and Payments.

1. Water.

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

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

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

2. Sewer.

Timing of Required Action: In addition to all other promises made herein and requirements imposed by the Town of Maynard or its regulatory boards, departments or commissions, the Owner will pay, commensurate with the application for the first building permit for construction within the Property,

\$40,000.00 to a fund established by the Town Treasurer for, among others, the following purposes:

- a. Upgrade of the Marlborough Road Sewer Pumping Station; and
- b. Inspection of the Town's existing sewer infrastructure, including carrying capacity to serve the Project.

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

G. Water and Sewer Connection Fees.

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

With the exception of the Multi Family Residential land use, the fees identified above are based upon the fees required for a single (1) connection to and for, the proposed land use. The fees for the Independent Living facility are based upon a single connection for water and a single connection for sewer to serve no greater than 143 living units. Should additional connections be required or requested, the Town

¹ Per structure, excluding restaurant.

² Based upon a freestanding or attached structure.

³ Based upon approval of 180 dwelling units. Should the Planning Board approve fewer than 180 dwelling units, the total water and sewer fees shall be \$6,000.00 per dwelling unit (\$2,500.00 for water and \$3,500.00 for sewer).

reserves the right to require additional water and/or sewer connection fees consistent with published rate schedules in effect at that time.

H. Town Meeting Costs.

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

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

I. Conservation/Wetlands.

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

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

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

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

J. Land Donation.

Owner offers to donate, in fee simple absolute and without cost, a portion of land as shown on a plan of land dated March 1, 2016 prepared by CAI Technologies and

identified as “400 Foot Radius Proposed New Well”, sufficient to provide the Town of Maynard the land necessary to develop a new public supply well as illustrated on said plan.

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

K. Cooperation Efforts by the Town.

1. Cooperation: The Town, acting within the respective jurisdiction of Board of Selectmen, Planning Board Conservation Commission, Building Department, Water and Sewer Department, Fire Department and Police Department shall, to the extent permitted by law and with due regard to all relevant statutes, regulations and public policy, cooperate with the Owner in all aspects of the implementation of the Project and associated offsite traffic improvements so long as the same is in compliance with permits and approvals issued by federal, state and Maynard authorities and otherwise consistent with the rules, regulations and bylaws of the Town of Maynard.
2. Prompt Review: To the extent permitted by law and with due regard to all relevant statutes, regulations and public policy, the Board of Selectmen shall facilitate prompt review of the Project and the cooperation of all Town Boards Commissions, Departments and staff in the review and implementation of the Project This provision does not require any Town Board, Commission, Department or staff to take any particular action.

L. Affordability.

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

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

M. No Obligation to Build.

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

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

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

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

O. Successors and Assigns.

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

P. Adult Entertainment Uses.

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

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

Q. Use Restrictions.

1. Notwithstanding specific provisions contained within the NBOD Zoning Bylaw which may otherwise allow for such uses by right or by special permit, in recognition of the Town’s support for a coordinated and planned development within the Property consistent with the Zoning Bylaw and long range plans and planning objectives, the Owner covenants that the following uses and/or named establishments will not be permitted within the Property or constitute a portion of the Project, and to fulfill this promise, the Owner covenants that it will neither lease nor sell any portion of the Property to the following restaurants or establishments identified as follows: McDonald’s, Burger King, KFC, Wendy’s, Taco Bell, Chick-fil-a, Arby’s and Sonic or, as the names of these establishments may be changed, from time to time. This covenant shall be deemed to run with the land and is intended to be a restriction on the use of the Property and, pursuant to G.L. c.184, s.26 is intended as a restriction to be held by a governmental body and intended to benefit the Town of Maynard, for the longest period permitted by law.
2. In addition to the covenants contained elsewhere in this Agreement, the Owner covenants that the number of drive through businesses in the Project shall be limited to four (4) and that no more than two restaurants shall provide drive through services. This covenant shall be deemed to run with the land and is intended to be a restriction on the use of the Property and, pursuant to G.L. c.184, s.26 is intended as a restriction to be held by a governmental body and intended to benefit the Town of Maynard, for the longest period permitted by law.
3. In addition to the covenants contained elsewhere in this Agreement, the Owner covenants that only one of the two individual use pads closest to Parker Street shall be used as a fast food restaurant and that there shall be no more than a total of five full service restaurants on the Property (exclusive of establishments whose primary menu items are coffee and similar beverages and related baked goods (such as Dunkin Donuts and Starbucks) or ice cream and frozen desserts (such as Ben and Jerry’s and Orange Leaf). This covenant shall be deemed to run with the

land and is intended to be a restriction on the use of the Property and, pursuant to G.L. c.184, s.26 is intended as a restriction to be held by a governmental body and intended to benefit the Town of Maynard, for the longest period permitted by law.

4. In addition to the covenants contained elsewhere in this Agreement, the Owner covenants that there shall be no more than a total of 266 bedrooms in the residential component of the Project and no residential unit shall have more than two bedrooms. This covenant shall be deemed to run with the land and is intended to be a restriction on the use of the Property and, pursuant to G.L. c.184, s.26 is intended as a restriction to be held by a governmental body and intended to benefit the Town of Maynard, for the longest period permitted by law.
5. In addition to the covenants contained elsewhere in this Agreement, the Owner covenants that there shall be no more than one building in the residential component of the Project with more than three (3) stories which building shall be less than 50 feet in height. This covenant shall be deemed to run with the land and is intended to be a restriction on the use of the Property and, pursuant to G.L. c.184, s.26 is intended as a restriction to be held by a governmental body and intended to benefit the Town of Maynard, for the longest period permitted by law.

Timing of Required Action: Owner shall record the above noted covenants as set forth in Section III. Q. (1-5), above, with the Registry of Deeds within sixty (60) days following Owner's receipt of the first site plan or special permit approval received for the Project.

R. Interpretation and Amendment.

1. No modification or termination of this Agreement will be effective unless it is in writing and is signed by all Parties. To the extent authorized by General Laws, this Agreement binds and benefits all parties and any their heirs, executors, administrators, estates, officers, partners, members, officers, trustees, partners, employees, agents, principals, servants, attorneys, successors, predecessors and assigns and any representatives and any subsidiary, affiliated entities.
2. The Parties agree that this Agreement is a fully integrated document and constitute the entire agreement between them. The Parties expressly disclaim reliance on any representations, written or oral, other than those expressly contained in this Agreement.
3. The Parties and their counsel agree that each party and counsel for each party to this Agreement has reviewed and had the opportunity to revise this Agreement and accordingly, the normal rule of construction (to the effect that any ambiguities are to be resolved against the drafting party) will not be employed in any interpretation of this Agreement.

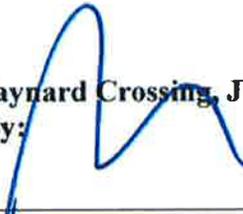
4. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Massachusetts. All covenants, agreements and protections herein contained shall be binding upon and inure to the benefit of the Parties hereto.
5. The Parties acknowledge that this Agreement shall be considered a public document pursuant to the Massachusetts Public Records Law and may be offered in evidence by either Party in any judicial or other legal proceeding to enforce any of its provisions against the other Party.
6. The Parties agree that if any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality or unenforceability; all other terms hereof shall remain in full force and effect.

END OF INSTRUMENT: SIGNATURE PAGE FOLLOWS

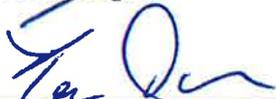
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective name, by their proper officers and their seals to be affixed this 6th day of September, 2016.

Town of Maynard:

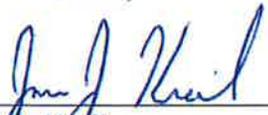

Chris DiSilva, Chairman

Maynard Crossing, JV, LLC
By: 
William A. Depietri


Timothy Egan, Selectman


Terrence Donovan, Selectman


David Gavin, Selectman


Jason Kreil, Selectman

Attested:


Michelle Sokolowski, Town Clerk

Exhibit A to Memorandum of Agreement dated September 6, 2016

129 Parker Street, Maynard, MA

Legal Description of Locus Subject to the attached Memorandum of Agreement dated September 6, 2016:

Those two (2) parcels of land, with the buildings thereon shown as:

Lot 68 on Land Court Plan No. 8795-N, a copy of which is filed in the Registry of Deeds for the South Registry District of the Middlesex County with Certificate of Title No. 218672 in Registration Book 1223, Page 122; and

Lot 62 on Land Court Plan No. 8795-K, , a copy of which is filed in the Registry of Deeds for the South Registry District of the Middlesex County with Certificate of Title No. 125681 in Registration Book 758, Page 131.

Exhibit “B”

Decision - Site Plan approval with Special Permits for Maynard Crossing (AKA 129 Parker Street)
Planning File #'s: PB16-11, PB 16-12, PB 16-13, PB 17-04, PB 17-08 and PB 17-09.

Operations and Maintenance Plan







Summary of Property Management Services

Prepared for: Maynard Crossings LLC
Prepared By: Capital Group Properties
Date: July 24, 2017
Property: 2-16 Digital Way, Maynard MA

At Capital Group Properties, we offer expertise and personalized techniques of Property Management. Our management concept is founded on professionalism, detail, accountability, preventative maintenance, and quality service.

Capital Group Properties offers leasing and property management services for commercial, industrial, residential and retail properties. Our company has over 25 years experience in the property management business. We are a full-service property management company providing management, rent collection, tenant relations, property operations, evictions, mortgage and invoice processing, and in-house property maintenance. Our company is geared towards maintaining all preventative maintenance measures to eliminate issues down the road. We work closely with subcontractors and maintenance teams, to make sure all parties are informed and projects are monitored closely from start to finish. We work closely with Local and State governments to ensure our properties are in accordance to all regulations, including hiring independent inspectors to submit reports on our behalf.

Enclosed please find a summary of Management Services for the above referenced property, including a list of our services and additional specifications, a list of our current Management Portfolio, and our Employee Responsibility List.

Sincerely,

Katie Keefe, Property Management

1. Executive Summary

Capital Group Properties is a full service real estate development company headquartered in Southborough, Massachusetts. Capital Group Properties specializes in the permitting, construction, and long term management of commercial real estate, including; first class office space, retail, industrial, and residential developments.

Capital Group Properties provides a comprehensive responsive approach to proactive management services, to meet the changing needs of the building work environment and to build solid long-term relationships with our clients and tenants. We maintain a streamlined organization structure and demonstrate an efficient approach to project solutions and marketing strategy.

2. Company Information

Capital Group Properties LLC

Main Office Address: 259 Turnpike Road, Suite 100 Southborough MA 01772

Property Manager: Katie Keefe propertymgr@cgpllc.net

Facilities Manager: Jason Hadley jhadley@cgpllc.net

Website: www.CapitalGroupProperties.com

Phone Number: 508-357-8825 fax/508-357-6859

3. Site Specific Information

Address:	2-16 Digital Way Maynard MA
Electric/Gas Provider:	Eversource Electric & Gas
Septic/Sewer:	Town Sewer
Water:	Town Water
RETAIL AREA/FAST FOOD	
Hours of Operation	Mon-Friday 7:00am - 11:00pm (or as permitted)
	Health Club (if applicable): Mon-Sun 24 hours a day
	Saturday & Sunday 7:00am - 11:00pm
Site Lighting	On at dusk, dim to 50% at 11:30pm, security lighting only from 1:00am through dawn
Delivery Hours	Mon-Fri 7:00am- 7:00pm
RESIDENTIAL AREA	
Hours of Operation	Mon-Friday 9:00am - 6:00pm
	Saturday 9:00am- 6:00pm
	Sunday 11:00am - 5:00pm
Site Lighting	Apartments: Dusk to dawn
	Senior Living: Dusk to dawn

Delivery Hours	Mon-Fri 7:00am- 7:00pm (excludes food/takeout deliveries)
RESTAURANT AREA	
Hours of Operation	Sun-Thur 8:00am - 12:00am (or as permitted)
	Friday & Saturday 8:00am - 1:00am (or as permitted)
Site Lighting	On at dusk, dim to 50% at 11:30, Off at liquor permit required time
Delivery Hours	Mon-Fri 7:00am- 7:00pm
GROCERY STORE AREA	
Hours of Operation	Mon-Sunday 6:00am - 11:00 pm (open to public) (may open at 5:00am if Starbucks Coffee located within store)
Site Lighting	On at dusk, dim to 50% from 12:00am to 1:00am, security lighting from 1:00am to 5:00am, all on from 5:00am until dawn General security lighting through premises on dusk to dawn- includes employee parking area on dusk to dawn
Delivery Hours	Grocery & Frozen Food- 3:00pm - 9:00pm- 48 foot tractor trailers- smaller delivery trucks by Direct Store Delivery (DSD) Perishable Food Deliveries (meat, seafood, dairy, produce, floral, deli) take place between 1:00am - 5:00am - Approximately 2 deliveries- 48 foot tractor trailers- other smaller delivery trucks by Direct Store Delivery (DSD)
Employee Hours	Stock employees only: 11:00pm-7:30am General staff in building 24 hours
MISC GENERAL PROPERTY	
Site Lighting: Whole Property	General security lighting through premises on dusk to dawn (includes stone wall residential identification signs and Digital Way roadway lighting)
Site Lighting: Pylon	On at dusk, off at 11:30pm
Site Lighting: Building Signage	On at dusk, off at 11:30pm (or off at liquor permit required time)
Trash Pick Up Hours:	Monday through Saturday 6:30am- 6:00 pm

4. Services to be Provided

Common area & retail maintenance of all areas marked on attached site plan:

- 6x per week: Trash pickup & inspection of property by Groundskeeper:

- Walk entire property daily report any issues to Property Manager
- Empty all exterior large trash barrels, replace with new trash bags
- Empty ash trays and clean
- Wipe top of outside trash cans and barrels with appropriate cleaner
- Inspect seating areas at outside tables and benches and wipe off
- Sweep walks and blow off with leaf blower, pull any weeds in stone areas in walkways
- Police perimeter of entire property for trash and inspect ponds and walking bridges for debris
- Check all dumpsters for overflow and inform tenants with any issues.
- 2x per month: Property Manager inspection of property
 - Inspect entire property report any maintenance issues to Facilities Manager
 - Inspect signage for all new Tenants to make sure meets requirements of Town and Leases
 - Inspect landscape/snow removal services by contractor (snow plow services dependant on season)
 - Report any landscape or grounds repairs needed to Groundskeeper
 - Review any Tenant complaints regarding the exterior property and take photos when needed
 - Visit any new Tenants and perform welcome packet review- review emergency procedures, designated smoking areas, maintenance protocol, contact information for new Management, Fire Alarm procedures etc.
 - Welcome packet includes information on trash removal and deliveries - we provide the site information table on Page 2 as well as the Town of Maynard's BOH Solid Waste Regulations and strongly urge all Tenants to follow the required trash pickup and delivery times as dictated.
 - Truck/delivery map (see attached) will be reviewed with and given to each tenant prior to the tenant occupying the space. The map will indicate which truck route the tenant needs to use, based on tenants location. Reminders will be sent out bi-annually via email.
 - Emergency Spill Procedures reviewed with each tenant prior to occupying the space.
 - 1. Collect list and MDS sheets of all hazardous chemicals Tenant will be using
 - 2. Upon spill, notify Property Management & Town of Maynard immediately
 - 3. PM to notify licensed cleanup contractor (ACV Environmental, WindRiver Environmental)
 - 4. Contractor to remove material completely and dispose of at licensed facility
 - 5. PM to notify Town of Maynard (Con Com, Engineering, BOH) and provide documentation from licensed contractor showing disposal and cleanup procedures completed, as well as details on chemical that spilled.
- Monthly preventative maintenance program & inspections
 - See enclosed monthly maintenance schedule- January through December

- Seasonal: Snow & Ice Management
 - See enclosed Snow & Ice Management Plan
 - Before the start of the snow season, Property Manager & Facilities Manager perform site walk with contractor, make sure that all areas are snow staked properly, all fire hydrants and emergency equipment is marked over 7' high, review snow storage & snow melting plan
 - Snow contractor is provided with 24/7 contact information for Property Manager and Facilities Manager as well as detailed site plans for any other property information they should need for the season
 - Contractor must provide equipment and vehicle list to Property Manager before start of season to ensure that the proper equipment and material is being used on the property
 - Contractor shall hold annual Certified Snow Professional Certification and provide documentation to the Property Manager before the start of each snow season. Property Manager will attend Snow Professional Courses annually
- Seasonal: Holiday Season
 - Provide police detail at high traffic holiday season events to eliminate traffic concerns
 - Send email updates to all Tenants to advise of any safety concerns etc.
- Seasonal: Landscape Services as recommended by Landscape Architect:
 1. Spring Clean Up:
 - a. Perform a clean-up of the entire property and perimeter to include lawn areas and plant beds. Typically, this activity is conducted in the months of March/ April.
 - b. Remove and dispose of leaves, branches, debris, and litter off site in environmentally approved manner.
 - c. All lawn areas to be thatched, then raked or blown to remove thatch.
 - d. All plant beds, walks and garden edges to be power edged.
 2. Plant Material Replacement:
 - a. All dead or dying plant material shall be replaced upon completion of the Spring Clean Up
 3. Fall clean up:
 - a. Perform a clean-up of the entire grounds and perimeter to include lawn areas and plant beds. Typically this activity is performed and all areas cleaned before the first snow fall.
 - b. Remove and dispose of dead or dying annual plantings, leaves, branches, pine cones, needles, acorns debris, and litter off site in environmentally approved manner.
 - c. Cut back perennials and ornamental grasses.
 4. Mulching:
 - a. Turning of existing mulch beds and adding new mulch to be performed in the spring, during/ after spring clean-up. Care shall be taken not to uproot any dormant perennials or ornamental grasses.
 - b. Turn existing mulch beds. This activity need to be timed so as not to interfere or upset pre-emergent fertilizer applications. Care shall be taken not to uproot any dormant perennials or ornamental grasses.
 - c. Adding new mulch to bed areas to be determined by contractor and owner. Care shall be taken not to bury any dormant perennials or ornamental grasses.
 - d. New mulch to be dark brown shredded pine bark applied after spring clean-up.
 5. Lawn- Control: Lawn-turf control includes all maintenance required to produce green and

healthy grass, and includes

- a. Mowing. Mowings are necessary for lawn areas within the limits of the development. The perimeter areas seeded with the New England Wildlife mix shall be mowed once a year as late in the fall as possible but no earlier than November 15th.
 - b. The use of mulching equipment is desired to allow clippings to add nutrients back to the soil.
 - i. Clippings to be bagged in all high pedestrian traffic areas (defined as adjacent to building entrances). Mulched clippings shall not be bagged in other areas unless otherwise approved.
 - ii. Remove and dispose of any clippings or maintenance debris off site in an environmentally approved manner.
 - iii. Sidewalks and common areas shall be blown off following mowing to remove grass clippings.
 - iv. Grass clippings on signs and building exteriors shall be blown or washed off as necessary immediately after the mowing process.
 - v. Weekly trimming and edging with gas-powered trimmers and edgers to be performed to maintain professionally landscaped image.
6. Tree-Shrub Control:
- a. Pruning, trimming, and shaping shall be done once in the Spring to cut winter damage and again during the month of July if needed.
 - b. Trim, prune, and shape plants for the "expected growth pattern. Plants shall be shaped for the future and not the present, with the understanding that if one constantly trims to the same height yearly the shrub will never grow to its desired capacity. The "capacity" is determined by the area in which the shrub lies and what shape or size will provide the most benefit to that area.
7. Management of Controlled Landscape Areas:
- a. Those areas of controlled growth such as plant beds and containers shall be controlled for weeds and properly maintained.
8. Long Term Management of Invasive Species:
- a. The landscape contractor shall continuously monitor the developed / previously disturbed portions of the site to identify areas that contain invasive plant species included on the latest version of the Massachusetts Prohibited Plant List published by the Commonwealth of Massachusetts Department of Energy and Environmental Affairs. The landscape contractor shall remove entirely and properly dispose of any invasive plants identified in compliance with State and Local requirements.
9. Non-contained Trash:
- a. The contractor shall maintain the clean the property properly. Non-contained trash shall be picked up and disposed of properly. Policing of the property shall be conducted daily (6 days per week).
10. Sweeping Parking Lot/Sidewalks:
- a. Each Spring, (mid-April), power sweeping of the entire property to remove sand shall be coordinated and if necessary sub- contracted by the contractor, to include all sidewalks and paved areas. Waste to be disposed of off-site in an environmentally approved manner.
 - b. A second power sweeping may be needed after the initial sweeping if conditions warrant.
11. Protective Clothing and Safety Items:
- a. Uniforms must be worn at all times, with the company name clearly visible.
 - b. Shirts must be worn at all times.
 - c. Safety glasses must be worn at all times when operating power equipment.

12. Hours of Operation:
 - a. Lawn cutting and power equipment operations will be restricted between 7 AM - 7PM Monday through Saturday.
13. Insurance:
 - a. Workers Compensation Insurance required per governing statutes.
 - b. Liability Insurance shall be provided as required by the owner.
- Seasonal: Pest Control
 - Initiate and oversee exterior pest control program at all Retail, Grocery, and Residential Buildings on the site. All products used will be reviewed prior to application to ensure there are no adverse environmental effects to the groundwater system. All pesticides used on site for exterior treatment of pests must be approved by Property Manager.
 - If a pest issue arises that does not allow for an environmentally safe method of treatment on the exterior, we will treat the interior of the building only.
- Oversee stormwater management systems to ensure Property is within DEP and Town of Maynard compliance
 - Contract with Licensed Stormwater Engineer to perform annual inspections per the O&M plan approved by Town of Maynard. Deficiencies shall be corrected, and annual inspection reports and deficiency update reports to be forwarded to the Town of Maynard.
 - Annual report to be provided to Town of Maynard will also include a detailed list of any/all chemicals used or applied on the property for ice or snow removal, lawn treatment, and fertilization purposes etc.
 - Annual report will be presented to the Town of Maynard Conservation Commission by a representative of Capital Group Properties at a Conservation Commission Meeting
 - Biannual Water quality samples from the Monitoring Wells as per the Stantec Letter dated July 17th, 2017, to be tested every March and October at a state certified lab.
 - Annual water quality report will be presented to the Town of Maynard Conservation Commission by a representative of Capital Group Properties at a Conservation Commission Meeting
- Annual improvement inspection & project coordination
 - Property Manager & Property Owners/Partners perform Annual detailed inspection of any defects or replacements needed at the property (new line striping, pavement repairs, new signage, etc)
 - Detailed list given to Facility Manager to make sure all repairs and upgrades are completed with 60 days.
- Oversight of all subcontractors & follow up on all work performed
 - Work closely with all seasonal contractors, engineers, HVAC contractors, etc to make sure all work authorized by Landlord is done according to company standards and ensure that no payment is issued until all work is completed 100%.
- Address & rectify any issues with subcontractors, property defects, operational performance issues on the property and written updates to all Trustees/Owners.
 - PProperty Manager maintains open work logs for any outstanding inspection list for work performed, compliant received from Tenants, complaint received regarding subcontractors, etc and is not closed out and filed until an inspection is done and all work is completed to company standards and 100%. Any continued issues or need to terminate a maintenance contract is issued to Ownership in writing by Property Manager.

Additional Management Services Provided

- Maintenance assistance for Tenants when needed
- List of Approved Contractors provided to all Tenants for local maintenance repairs
- Monthly invoicing & collection of rent payments
- Monthly collection & payments of all payables pertaining to property
- Bidding out and awarding maintenance contracts including but not limited to: snow plowing, landscaping, fertilization (3 quotes to be obtained for all services over \$2,000)
- Quarterly reporting to all Trustees/Owners & answers to questions/concerns
- Annual/year end reconciliation of all annual expenses & income, resolve any disputes/issues and clear up, distributed to Trustees by February 28th annually
- Annual budgeting for upcoming year, reconciliation of condo fees & projections

5. Current Management Portfolio

Commercial Buildings

40 Southville Road, Southborough
 100 Discovery Way, Acton
 132 Turnpike Road, Southborough
 134 Turnpike Road, Southborough
 136 Turnpike Road, Southborough
 146 Cordaville Road, Southborough
 150 Cordaville Road, Southborough
 153 Cordaville Road, Southborough
 257 Turnpike Road, Southborough
 259 Turnpike Road, Southborough
 371 Turnpike Road, Southborough

Retail Buildings:

154 Turnpike Road, Southborough
 162-164 Cordaville Road, Southborough
 318 Main Street, Northborough
 101-123 Sutton Avenue, Oxford
 10002-10010 Shops Way, Northborough

Condominiums:

Deerfield Estates- 148 Lumber Street, Hopkinton MA
 Grouse Hill- 32 Old Framingham Rd- Sudbury
 Mahoney Farms- 30 Nobscot Rd- Sudbury
 Salisbury Hill- Salisbury Hill Street, Worcester
 The Heights at Pleasant Ridge, Wellesley

6. Employee Responsibilities

Katie Keefe, Property Manager:

- Manage over 900,000 square feet of 1st class office and retail space, and five age restricted condominium communities.
- Negotiate and award all maintenance and service contracts.
- Prepare annual budgets and reviewed with owners.

- Approve payables, receivables, leases and amendments.
- Delegate all repair and maintenance work to facility staff and approve timesheets.
- Prepare and lead annual Condominium Association meetings.
- Create and approve all formal correspondence.
- Represent property management in weekly meetings with developer, owners and brokers.
- Represent property management in quarterly meeting with Board of Trustees and follow up on all Trustee requests and specifications
- Manage team of Maintenance Technicians: organize schedules, calendars, appointments, and host weekly team meetings.

Lauri Nanatovich, Bookkeeper:

- Accounts Payable and Accounts Receivable for approximately 20 entities
- Bill out rent monthly to all tenants & collect unpaid rent and send late fees to past due accounts
- Input deposit for tenant rent and misc payments
- Pay bills monthly from each entity& maintain payable files for each entity
- Make mortgage payments for each entity
- Maintain up to date tenant, homeowner, and vendor information (including insurance, billing information, and emergency contact information)
- Prepare monthly financial reports for owners and partners
- Prepare employee time reports for owners and partners
- Bill out monthly management fees monthly for all properties
- Bill out all reimbursable expenses monthly to all in house entities
- Run financial reports annual to assist in the preparation of income tax returns

Jason Hadley, Facilities Manager:

- Address & Resolve all commercial & retail maintenance forms uploaded to system by Property Manager
- Coordinate service with on-call service contractors i.e. - Septic, HVAC, Plumbing, Electrical, Irrigation, etc.
- Coordinate service with other maintenance contractors & obtain 3 quotes for all projects i.e. painting, supplies, signage, etc. Meet with contractor to review detail scope & follow up with scope on email
- Delegate preventative maintenance, inspection lists, misc common area repair items to Facilities Technicians
- Perform inspections & report findings to Property Manager as directed (weekly, monthly, quarterly or as needed)

John Parsekian, Maintenance Technician:

- Perform preventative maintenance repairs per Annual PM Schedule as dictated by Facilities Manager
- Complete all repair items as listed on the Inside & Outside annual inspection lists provided by Property Manager
- Perform inspections & report findings to Property Manager as directed (weekly, monthly, quarterly or as needed)

David Guy, Maintenance Technician:

- Address & Resolve all residential maintenance forms uploaded to system by Property Manager
- Coordinate service with on-call service contractors i.e. - Septic, Electrical, Roofing, Siding, Irrigation, etc.
- Complete all repair items as listed on the Inside & Outside annual inspection lists provided by Property Manager
- Perform inspections & report findings to Property Manager as directed (weekly, monthly, quarterly or as needed)

Urbano Perez, Groundskeeper

- Maintain cleanliness of all Capital Group Commercial & Retail buildings per daily checklist dictated by Property Manager
- Inform Property Manager of any issues or problems noticed at all locations



Snow & Ice Management Plan

Job Address: 2-16 Digital Way
 Maynard, MA

Requirements/Specifications for Contractor:

- Snow stake entire property as needed (berms/curbs, walkways, utilities, hydrants etc.) green fiberglass snow stakes only
- "Magic Salt" (magnesium chloride & Environmentally approved) on roads and parking areas – NO SAND. Magic Salt only to be applied to paved surfaces during ice events- no pretreatment before snow storms. NO BULK SALT STORAGE anywhere on site.
- "Melt Enviro-Blend Ice Melt"(calcium magnesium acetate- no sodium) is approved concrete de-icer for walkways. Minimal salt to be applied to walkways, only applied during ice events or as directed by Property Manager to ensure public safety. NO BAGGED SALT STORAGE anywhere on site.
- Snow melter (if required) to be stored in any of the areas marked in green on attached site plan (only when in use)
- ALL ROADWAYS, DRIVEWAYS, WALKWAYS, AND EMERGENCY ACCESS WAYS TO BE CLEARED
- Steel blade to be used on paved areas
- Shoveling done as required throughout storm, and after storm completion
- Snow contractor will notify Property Management Company when plowing begins. Property Management Company will work with contractor to move any vehicles necessary to clear the property safely.
- Plowing to begin at 1 inch accumulation (or before if directed by property manager)
 1. Accumulation of 1-3 inches will be pushed off pavement and stored in areas marked in red on attached site plan. Paved areas treated with de-icer as needed.
 2. Accumulation of 4-8 inches will be pushed off pavement and stored in areas marked in red on attached site plan. Paved areas treated with de-icer as needed.
 3. Accumulation of 8-10 inches will be pushed off pavement and stored in areas marked in red on attached site plan. If snow storage areas become full, snow will then be stored in both the red storage areas, as well as the green snow melter locations to prepare for use of snow melter. ***Snow melter will only be utilized if all snow storage areas are completely full and visibility for Tenants is hindered by snow piles. Paved areas treated with de-icer as needed.
 4. Accumulation of over 10 inches will be treated with a combination of the snow melting and hauling off site if required/needed. Snow only to be stored in green snow melter locations if snow melter use becomes absolutely necessary.
- Parking areas and walkways must be accessible and useable **by 6:30 a.m.**
- Liability and worker's compensation Insurance required from contractor as per attached sample
- Signature of authorized agent on Capital Group Properties subcontractor agreement
- Source used for determining accumulation: Boston Globe
- Definition of "storm": 3 hour break in snowfall

Pricing:

<u>Fixed</u>	<u>Per storm:</u>
2 years \$ _____	0-3" \$ _____
3 years \$ _____	4-8" \$ _____
4 years \$ _____	8-12" \$ _____
5 years \$ _____	12-18" \$ _____
	19-24" \$ _____
	Every 3" over 24" \$ _____

Fixed Fee Payment terms: 1/5 of total to be paid each month November through March or

Per Inch Payment terms: 30 days from receipt of invoice

Expiration Date: _____

Contractor Company Name: _____

Agent for Contractor Signature: _____

Date: _____

*by signing above, agent certifies that he/she is a legal representative of above named contractor and is authorized to sign this contract and incur responsibility for work as described herein performed at site(s) listed as "Job Address". Contractor agrees to be diligent in the care and protection from harm of all property and effects including but not limited to roads, walkways, curbs, berms, signs, lamp poles, barriers, islands and landscaping. Owner may at its discretion hold contractor accountable for value of property or effects damaged or harmed in any way in the course of fulfilling the above listed "requirements". Owner may back charge the contractor for the cost of repair and or replacement of property and or effects. Final 5/5th payment to be made after post-season inspections and damage reconciliations are complete. Snow Contractor cannot cancel this agreement before the end of the Term unless agreed upon by both parties in writing 90 days before the start of the winter season of that year. Any legal expenses incurred due to the early cancellation of this contract will be borne by the above signed snow contractor.

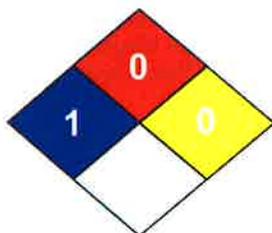
Accepted By: _____ **Date:** _____

Safety Data Sheet

Version: 5.0

Preparation Date: December, 2015
Supersedes All Previous Versions

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION



Product Name: PROMELT MAGIC SALT
Product Use: De-icing, Anti-icing
Manufacturer/Distributor: Innovative Surface Solutions
78 Orchard Road 454 River Road
Ajax, Ontario Glenmont, NY
L1S 6L1 12077
Telephone: 1-800-387-5777 1-800-257-5808
24-Hour Emergency Telephone: 613-996-6666 1-800-424-9300
WHMIS Classification: Not controlled
Chemical Family: Inorganic salt solution

SECTION 2: HAZARDS IDENTIFICATION

GHS Classification		
Physical	Health	Environment
Not Hazardous	Not Hazardous	Not Hazardous

GHS Label Element

Not Hazardous

SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS

Components	CAS #	% by Weight
Sodium Chloride	7647-14-5	94.0 to 97%.0%
Magnesium Chloride	7786-30-3	1.72%
Molasses	-	0.43%

SECTION 4: FIRST-AID MEASURES

Eye May cause slight eye irritation, immediately wash with water for 15 minutes. Get medical attention if irritation persists.
Skin May cause skin irritation, wash skin thoroughly with soap and water. Get medical attention if irritation develops or persists.
Ingestion Low in toxicity. May cause diarrhea and vomiting when large quantities are ingested.
Inhalation Not applicable

SECTION 5: FIRE FIGHTING MEASURES

Suitable Extinguishing Media Appropriate extinguishing media. This product is not combustible. Choose media depending on surrounding fire. All extinguishing medias are allowed.
Specific Hazards Arising from the Chemical Protective Equipment and Precaution Expose to temperature above 160 C gives formation of toxic chloride gases Protective actions and / or special protective equipment depending on surrounding fire. Aqueous solutions may cause surfaces to be extremely slippery and cause a slip hazard.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Risks and Spills	Seep up material and collect in a suitable container for disposal Flush spill area with water
Protective Equipment and Exposure Control	Report releases as per local, state and federal authorities See Section 9 for details

SECTION 7: HANDLING & STORAGE

Precaution for Safe Handling	Wear protective equipment and equipment. Avoid contact with eyes, skin and clothing. Avoid breathing mist or aerosols Wash your skin thoroughly with soap and water after handling, if product comes in contact.
Safe Storage / Incompatibilities	Store in cool, dry, well-ventilated area away from incompatible material. Carbon Steel, polyester, polyethylene and polypropylene are suitable material for construction.

SECTION 8: EXPOSURE CONTROL / PERSONAL PROTECTION

Exposure Control	Not established, no special precaution required.
Respiratory Protection	For dusty or misty conditions, wear NIOSH approved dust or mist respirator.
Skin Protection	Wear rubber gloves, boots and long sleeve shirts.
Eye Protection	Wear safety goggles.

SECTION 9: PHYSICAL & CHEMICAL PROPERTIES

Physical State:	Solid
Appearance Odor:	Brown color / Pleasant odor
Odor Threshold:	Not established
Specific Gravity:	2.165g/cm ³
pH:	Not applicable
Vapor Pressure:	Not determined
Solubility in Water:	Completely
% Volatile:	Not determined
Vapor Density:	Not determined

SECTION 10: STABILITY & REACTIVITY

Reactivity / Chemical Stability	Not reactive. Stable under normal storage and handling conditions.
Conditions to Avoid	Temperature below or close to product freezing point can give formation of crystals during storage.
Incompatible Material	Strong oxidizing agents, concentrated acids and some metals.
Hazardous Decomposition Products	Above 160 C product decomposes and emits hydrogen chloride, halogenated compounds and chloride gas.

SECTION 11: TOXICOLOGICAL INFORMATION

Ingestion	Ingestion may cause slight irritation.
Inhalation	Inhalation of mist may cause slight irritation of nose, throat and upper respiratory tract.
Eye	May cause minor irritation with pain and tearing.
Skin	May cause slight irritation on prolonged or repeated contact.
Carcinogenicity	None of the component in the product is listed as carcinogen or suspected carcinogen by IARC, NTP or OSHA.
Reproductive Toxicity	None.
Oral (rate) LD 50	8100 mg / Kg
Appraisal	The material is classified as not toxic.

SECTION 12: ECOLOGICAL INFORMATION

Eco toxicity	No data available.
Persistence and Degradability	Biodegradation is not applicable to inorganic substances.
Bio accumulative Potential	No data available.
Mobility in Soil	No data available.
Other Adverse Effects	None known.

SECTION 13: DISPOSAL CONSIDERATIONS

Dispose in accordance with local, state and federal environmental regulations.

SECTION 14: TRANSPORT INFORMATION

Proper Shipping Name	Not regulated
UN Number	None
Hazard Class / packing Group	None
Label Required	None

SECTION 15: REGULATORY INFORMATION

CERCLA	This product is not subjected to CERCLA release reporting. Many States have more stringent release reporting requirements. Report spills required under federal, state and local regulations.
SARA Hazard Category (311 / 312)	Not Hazardous
SARA 313	None
EPA TSCA Inventory	All of the ingredients in this product are listed on the EPA TSCA Inventory.
CEPA	All the components of this product are listed on the Canadian DSL
WHMIS Classification	Not classified as dangerous.

SECTION 16: PREPARATION INFORMATION

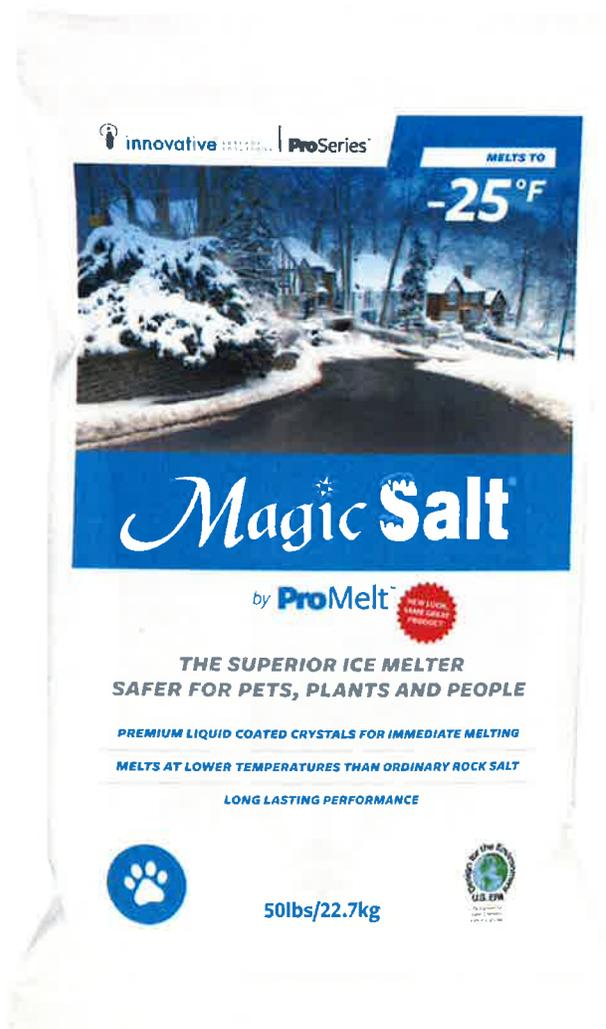
Prepared By:	Innovative Surface Solutions
Telephone:	905-427-0318
Preparation Date:	December, 2015
Superseded Date:	ALL PREVIOUS VERSIONS

Magic Salt®

by ProMelt™

The Superior Ice Melter Safer for Pets, Plants and People

Magic Salt® by ProMelt delivers superior ice melting results at temperatures as low as -25°F. Treated with a high performance blend of agricultural enhancers and magnesium chloride, it melts snow and ice fast with long lasting results.



Magic Salt[®]

by **ProMelt**[™]

Features and Benefits:

Magic Salt[®] by ProMelt starts out as ordinary rock salt and is then treated with our Magic -0 Liquid, an agriculturally enhanced magnesium chloride that has earned the EPA "Design for the Environment" designation.

- Premium Liquid coated crystals for immediate melting
- Effective at temperatures as low as -25°F
- Agricultural enhancer provides corrosion protection for your equipment
- Long lasting performance reduces re-application frequency
- Melts at lower temperatures than ordinary rock salt
- Safer for pets, plants and people
- Environmentally friendly

Sodium & Chloride Ion Reduction Chart

	Rock Salt	Magic Salt [®] by ProMelt
Application Rate	8.04 oz./Sq. Yard	2.01-2.68 oz./Sq. Yard
Chloride Ion Contribution	4.88 oz./Sq. Yard	1.22-1.63 oz./Sq. Yard
Sodium Ion Contribution	3.16 oz./Sq. Yard	.79-1.05 oz./Sq. Yard

Product Application

For driveways and walkways, use 1/4 to 1/3 cup per square yard. Melting will begin immediately and continue longer than other regular rock salt products. Shovel off slush and re-apply if needed. For best results, remove all loose snow and slush from driveways, steps and walkways. Spread a generous amount in the path of traction wheels to get out of slick parking areas.

For highway use, reduce conventional dry salt application rates by 20-40%.

Distributed by:



innovative SURFACE SOLUTIONS

ProSeries[™]

78 Orchard Road
Ajax, Ontario, L1S 6L1
Toll Free: 1 800-387-5777

454 River Road
Glenmont, NY 12077
Toll Free: 1 800-257-5808

www.innovativecompany.com





Product Technical Specification Sheet

Product Name: PROMELT MAGIC SALT

Physical Characteristics:

Component # 01		
No.	Properties	Typical Values
1	Appearance	Brown Salt
2	Odor	Sugared
3	Bulk Density (Kg / m ³)	1220

Chemical Characteristics:

Component # 01			
No.	Properties	Specification	
		min	max
4	% Sodium Chloride	95.0	-
5	% Moisture	-	1.0

Screen Specification:

Screen Size (mm)	Screen Size (Inches)	% Passing	
		min	max
12.5	1/2	-	100.0
9.5	3/8	95.0	100.0
4.75	No. 04	20.0	90.0
2.36	No. 8	10.0	60.0
600 (Micron)	No. 30	0.0	15.0

- Tolerance of 5 percentage points on maximum value of the range of each sieve except ½ and 3/8 sizes.



Product Technical Specification Sheet

Physical Characteristics:

No.	Properties	Component # 02		Specification	
		Test Method	Typical Values	min	Max
1	Appearance	-	Brown	-	1
2	pH, deicer 1+4	ASTM D-1293	4.0	3.0	2
3	Specific Gravity (15°C 60°F)	ASTM D-1429	1.300	1.290	3
4	Weight (lbs/gal)	ASTM D-1429	10.85	10.76	4
5	Freeze Point Temperature	PNS	-45°C -49°F	-	5
6	% Freezer Settable Solids	PNS	<1.0	0.0	6
7	% Solids Passing #10 Sieve	PNS	>99.0	99.0	7
8	Total Dissolved Solids	-	38.4	37.4	8
9	Corrosion % effectiveness	NACE PNS	9.8	-	9

Chemical Characteristics:

No.	Properties	Component # 02		Specification	
		Test Method	Typical Values	min	Max
10	% Magnesium Chloride	PNS	22.4	21.4	23.4
11	% Sodium Chloride	PNS	-	0.0	1.0
12	% Calcium Chloride	PNS	-	0.0	1.0
13	% Potassium Chloride	PNS	-	0.0	1.0
14	Arsenic (ppm)	EPA 200.7	<1.0	0.0	5.0
15	Barium (ppm)	EPA 200.7	<0.5	0.0	100.0
16	Cadmium (ppm)	EPA 200.7	<0.05	0.0	0.2
17	Chromium (ppm)	EPA 200.7	<0.5	0.0	1.0
18	Copper (ppm)	EPA 200.7	1.3	0.0	4.0
19	Cyanide (ppm)	EPA 335.4	<0.05	0.0	0.2
20	Lead (ppm)	EPA 200.7	<0.5	0.0	1.0
21	Mercury (ppm)	EPA 245.1	<0.02	0.0	0.05
22	Selenium (ppm)	EPA 200.7	<1.0	0.0	5.0
23	Zinc (ppm)	EPA 200.7	<0.1	0.0	10.0
24	Phosphorus (ppm)	EPA 365.4	15.9	0.0	2500.0

Version 2.0 | Page 2 of 2

PROMELT MAGIC SALT
 Effective Date: January 2015
 www.innovativecompany.com

78 Orchard Road
 Ajax, Ontario L1S 6L1
 1-800-387-5777

454 River Road
 Glenmont, NY 12077
 1-800-257-5808

PASS
62

MELT™



ECO-, KID-, PET-FRIENDLY.

ENVIRO-BLEND ICE MELTER

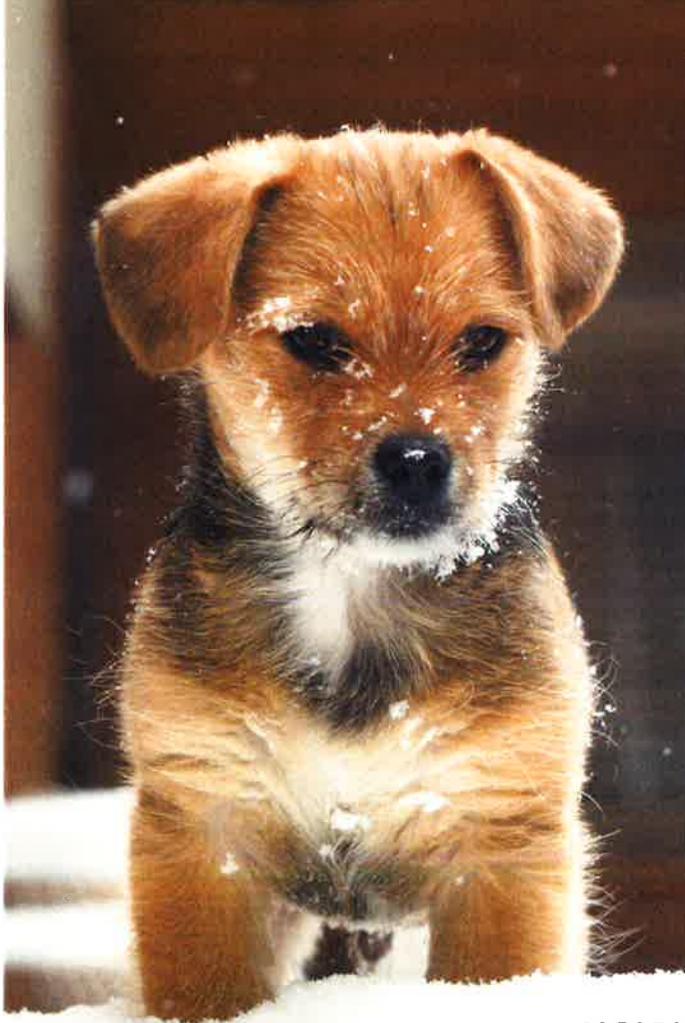
Enhanced with CMA



Melt™ Enviro-Blend Ice Melter is a premium CMA (Calcium Magnesium Acetate) blend that is safer for pets and children. It works faster and at temperatures when many other products have stopped working. Because Melt™ Enviro-Blend Ice Melter melts more effectively than other products, a smaller quantity is needed to remove snow and ice, minimizing the environmental impact on grounds and vegetation.

- Formulated with Pet Friendly Ingredients
- Protects Surrounding Hardscapes and Softscapes*
- Fewer Applications Required to Achieve Superior Performance
- Reduces Damage Towards Vegetation and Concrete*
- Formulated to Provide Soil Supporting Compounds
- Reduces Corrosion Towards Metals
- Anti-Caking Agents Added for Extended Shelf Life

*When used as directed.



WWW.SNOWJOE.COM

**SAFETY DATA SHEET
(S.D.S)**

Produced by Kissner, Inc.
expressly for Snow Joe®, LLC



Form No. SJ-MELT-S.D.S-R2

FAST ACTING • SAFER ON VEGETATION • SAFER ON WOOD AND CONCRETE*

* when used as directed

ENVIRO-BLEND ICE MELTER

Enhanced with CMA

Section 1: Product Information

T.D.G. Classification	-----	Not regulated
UN Number	-----	Not applicable
Packing Group	-----	Not applicable
Product Name	-----	Environ Melt Ice Melter
WHIMIS Classification	-----	Not applicable
Chemical Formula	-----	Not applicable
Chemical Family	-----	Not regulated
Product Use	-----	Ice melting
CAS #	-----	Not applicable
Supplier	-----	Kissner Salts & Chemicals 32 Cherry Blossom Rd Cambridge, Ontario N3H 4R7 (519) 279-4860
Available Packaging	-----	25 lb bag, 50 lb bag, 50 lb box, 100 lb box, 40 lb pail, 50 lb pail, 2000 lb tote

Section 2: Hazardous Ingredients

Hazardous Ingredients	-----	No hazardous substances present in reportable amounts
Percentage	-----	Not applicable
LD/50, Route, Specie	-----	Not applicable
LC/50, Route, Specie	-----	Not applicable

Section 3: Physical Data

Physical State	-----	Solid
Appearance & Odour	-----	Green Colored Granules
Vapour Pressure (mm Hg at 20°C)	-----	Not applicable
Vapour Density (Air = 1.0)	-----	Not applicable
Bulk Density	-----	Not applicable
Solubility in Water	-----	Water Soluble
Specific Gravity (gm/cc, Water = 1.0)	-----	Not applicable
% Volatile by Volume	-----	Non volatile
Boiling Range (Deg. Celsius)	-----	Not applicable

Melting/Freezing Point (Deg. Celcius)	-----	-22 degrees Celsius
Coefficient of Water/Oil Distribution	-----	Not applicable
pH	-----	10 (1% solution @ 20 deegrees C)

Section 4: Fire and Explosion Data

Flash Point	-----	Not applicable
Autoignition Temperature (Deg. Celsius)	-----	Not auto-ignitable
Flammability Limits in Air (%) LEL	-----	Product is non--flammable. Not considered a fire hazard
Flammability Limits in Air (%) UEL	-----	Not applicable
Fire Extinguishing Media	-----	Not applicable
Fire Fighting Procedures	-----	Not applicable
Other Fire or Explosion Hazards	-----	Not applicable
Sensitivity of Mechanical Impact	-----	Not sensitive
Rate of Burning	-----	Not applicable
Explosive Power	-----	None
Sensitivity to Static Discharge	-----	None
Hazardous Combustion products	-----	None

Section 5: Reactivity Data

Under Normal Conditions	-----	Stable under normal conditions
Under Fire Conditions	-----	Not applicable
Hazardous Polymerization	-----	None
Conditions to Avoid	-----	None
Materials to Avoid	-----	Strong oxidizers
Hazardous Decomposition	-----	Hydrogen Chloride

Section 6: Toxicological Properties

Route of entry into the body	-----	Eye, skin, inhalation and ingestion
Effects of acute exposure to product	-----	Eye: can cause mild to moderate temporary infection Skin: contact with abreaded skin may cause mild irritation or rash Inhalation of dust: may cause nose, throat and respiratory tract irritation and coughing
Effects of chronic exposure to product	-----	Not known at this time
Exposure limits	-----	Not applicable
Irritancy of product	-----	None hazardous by WHMIS criteria
Sensitization of product	-----	Not available
Carcinogenicity of product	-----	None hazardous by WHMIS criteria
Reproductive toxicity	-----	Not available
Teratogenicity	-----	Not available
Mutagenicity	-----	Insufficient data available
Synergistic effects	-----	Not available

Section 7: Preventive Measures

Specific Engineering controls required	-----	Local exhaust for dust
Procedures to be followed in case of spill/leak	-----	Small spills: May be flushed away with water or sweep up. Large spills: Sweep or scoop up for reuse or disposal.
Waste Disposal	-----	Small spills: May be sewerred. Large spills: Should be disposed of in landfill according to regulations.
Protective Equipment to be used	-----	While this product is considered non-hazardous, good industrial practice suggests the use of proper eye protection and the use of gloves.
Storage Needs	-----	Store away from strong oxidizing agents.
Handling procedures and equipment	-----	Store in dry area. Keep container closed.
Special shipping information	-----	Not applicable

Section 8: First Aid Measures

EYE CONTACT	-----	Flush eyes with flowing water. If irritation or redness are severe or persist, consult physician.
SKIN CONTACT	-----	Flush skin with running water.
INGESTION	-----	Drink liquids to dilute and consult physician
INHALATION	-----	Move victim to fresh air

Section 9: Preparation Information

Prepared by	-----	Quality Assurance Department
Emergency Phone No.	-----	(613) 996-6666 (Canutec)
Date	-----	September 2014

The information is, to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty or guarantee is made to its accuracy, reliability or completeness. It is the user's responsibility to review this information, satisfy themselves as to its suitability and completeness and pass on the information to its employees or customers. Kissner Salt & Chemicals does not accept responsibility for any loss or damage which may occur from the use of this information.



Snow Joe®, LLC Carlstadt, NJ, USA
1-866-SNOWJOE (1-866-766-9563)

snowjoe.com

REGULATION FOR COLLECTION, MANAGEMENT, AND DISPOSAL OF
RESIDENTIAL SOLID WASTE

By the

Board of Health of the Town of Maynard, Massachusetts

Sections:	Page
1. Findings	2
2. Purpose	2
3. Definitions	2
4. Mandatory Residential Curbside Recycling	4
5. Residential Refuse	5
6. Residential Leaf Collection	7
7. Residential Curbside Collection	7
8. Drop-off Collection	7
9. Fees for Service	8
10. Licensing of Contractors	9
11. Licensing and Regulations for Dumpsters	10
12. Enforcement	12
13. Penalties	12
14. Severability	13
15. Effective Date	13
Signature Page	14
Appendix A: Schedule of Fees for Drop-off Collection	
Appendix B: Schedule of Fines for Violation of Regulations	

Section 1: Findings

The findings of this Regulation, which provides the background for this Regulation, were part of the Solid Waste Regulation when adopted in 1993 and are included by reference. Complete text of this section may be obtained from the Board of Health.

Section 2: Purpose

The Board of Health of the Town of Maynard, Massachusetts, in keeping with its obligations to protect the health and safety of the public, to comply with State regulations banning recyclable materials from municipal refuse collection, and to provide fiscally responsible services to the residents of the Town, hereby adopts the following regulation pursuant to the Massachusetts General Laws, Chapter 111, Section 31,31A and 31B. These regulations replace all previous versions with the inclusion by reference of Section 1 of the 1993 version.

Section 3: Definitions

The following definitions are adopted for the purposes of this regulation:

- 3.1 Biweekly:** once every two weeks.
- 3.2 Board:** the Town of Maynard Board of Health.
- 3.3 Brush:** woody stems or branches from vegetation with a length of less than three (3) feet and individual diameter of less than three (3) inches.
- 3.4 Christmas Tree:** an evergreen tree or branches without wires or other metal attached.
- 3.5 Commercial:** any location in which a business is located or a building that contains more than four (4) Dwelling Units, with the exception of Condominiums.
- 3.6 Compost:** a product produced by the natural decay of vegetative matter.
- 3.7 Condominium:** a building with multiple dwelling units that are individually owned.
- 3.8 Condominium Unit:** a Residential Unit in a Condominium, which is owned by an individual who pays property taxes to the Town of Maynard for that specific unit, regardless of whether or not the owner is the occupant of the unit

- 3.9 Contractor:** Contractor or rubbish contractor means any person who, for compensation, supplies, maintains, or services one or more dumpsters; or removes, transports or disposes the contents of waste from dumpsters, or removes trash from one or more households.
- 3.10 Dumpster:** any receptacle of one cubic yard (200 gallon) capacity or more that is used for the collection, storage or transportation of trash, rubbish, garbage, offal, scrap, or other material for discard, disposal or recycling.
- 3.11 Dwelling Unit:** a place where people live.
- 3.12 Garbage:** the animal and vegetable or other organic waste resulting from the handling, preparation, cooking, and consumption of food.
- 3.13 Grass Clippings:** grass residue remaining after a lawn is mowed or otherwise cut.
- 3.14 Large Appliance:** any device or machinery normally used in the residence for performing house work, including but not limited to refrigerators, ranges, and water heaters. For the purposes of this regulation, the term large appliance does not apply to toasters, coffee pots, irons, televisions, computers, video display terminals, and similar small objects provided that they do not exceed the criteria that would define them as Large Objects.
- 3.15 Large Object:** any single object or a collection of objects bound together, that is greater than or equal to four (4) feet in length, greater than or equal to three (3) cubic feet in volume, or weighs more than 75 pounds.
- 3.16 Leaves:** the foliage of deciduous trees.
- 3.17 Offal:** shall mean the waste or by-product of a process, usually that of slaughtering or butchering, including trimmings and viscera of the animal.
- 3.18 Owner:** any person, including a lessee or mortgagee in possession, who alone or severally with others has lawful title to or lawful possession, care or control of any property on which a dumpster is located or proposed to be located. Owner also includes any authorized agent of such person.
- 3.19 Person:** includes any individual, partnership, corporation, firm, association, group or respective agents there of.
- 3.20 Recyclable Materials:** any consumer product determined to be acceptable in the recyclable collection by the Board of Health. The list of such materials will be promulgated by the Board of Health (see Section 4.1), and will be modified, as needed and based upon market activity, from time to time.

- 3.21 Residence (or residential unit):** a non-Commercial building that has no more than four (4) Dwelling Units with the exception of Condominium Units.
- 3.22 Rubbish:** combustible and non-combustible waste material, excluding garbage.
- 3.23 Septage:** the material removed from an individual sewage disposal system.
- 3.24 Sewage:** shall mean any water-carried putrescible waste resulting from discharge of water closets, sinks, clothes washers, dishwashers, or any other source.
- 3.25 Soft Furniture:** Sofas, mattresses, recliners and other soft furniture that otherwise meet the definition of a Large Object.
- 3.26 Sticker, Valid:** A valid sticker for trash pickup prepared by our town and sold through local merchants and at Town Building during regular office hours. The Board shall produce stickers in two denominations, a full-price sticker and a half-price sticker. Two half-price stickers are equal to the value of one full price sticker.
- 3.27 Sticker, Counterfeit:** A sticker that is not valid. A valid sticker is described in 3.26 listed above. Counterfeit meaning “to copy with the intent to deceive” and to receive a service fraudulently.
- 3.28 Temporary Dumpster:** is one that will occupy a specific location for 30 days or less. It can be at a commercial or residential location.
- 3.29 Town:** Town of Maynard.

Section 4: Mandatory Residential Curbside Recycling

4.1 Recycling Materials:

Recycling of paper, glass bottles and jars, aluminum cans, bimetal (tin) cans, aluminum and bimetal foil, aseptic juice boxes, milk cartons (waxed cartons), and no.1 through no. 5, and no.7 plastic food containers and cleaning product containers is mandatory. Acceptable paper includes: newsprint, office paper, magazines, junk mail, cardboard food boxes, phone books, scrap paper, colored paper, paperback books (soft cover), and corrugated cardboard.

4.2 Placement of Recyclable Materials at the Curbside:

4.2.1 All recyclable glass, aluminum, bimetal and plastic containers must be placed at the curbside in the recycling bins provided by the Town and in additional containers as needed, which are to be placed adjacent to the recycling bin at the curbside.

- 4.2.2 All paper must be cut or folded to a size that would fit in a standard paper grocery bag. Paper shall be placed in paper grocery bags. Corrugated cardboard shall also be cut to a size that would fit into a paper grocery bag although it may be tied instead. Newspapers and magazines may also be tied rather than placed in a paper grocery bag.
- 4.2.3 There is no limit to the number of recycled items placed at the curbside.
- 4.2.4 Restrictions on curbside recycling:
 - 4.2.4.1 Waxed paper, plastic, or foil shall not be mixed with paper that is to be recycled.
 - 4.2.4.2 No Large Appliances will be collected at curbside.
 - 4.2.4.3 Grass Clippings are not collected at the curbside and should be composted on resident's property.

Section 5: Residential refuse

5.1 Permitted refuse for collection:

- 5.1.1 Any bag or item of household refuse to be collected requires that valid stickers be attached to the bag, the top bag in the container, or on the item.
- 5.1.2 Any bag or item of household refuse that is greater than 16 gallons or 38 pounds but less than or equal to 32 gallons or 75 pounds must have a full-price valid sticker (or 2 half-price stickers) attached and visible.
- 5.1.3 Any bag or item of household refuse that is less than or equal to 16 gallons or 38 pounds must have a half-price valid sticker attached and visible. Bags from a trash compactor unit, although less than 16 gallons, may require a full-price valid sticker based on its weight. (See section 5.1.9.)
- 5.1.4 Each container, item, or bag must weight less than 75 pounds, be less than four (4) feet in length, and occupy less than three (3) cubic feet in volume.
- 5.1.5 If a standard 32-gallon barrel is used as a refuse container, it shall not be filled above the rim and it must be cleaned at least once per month.
- 5.1.6 Large Objects that weigh more than 75 pounds, or are more than four (4) feet long or greater than three (3) cubic feet in volume will be collected at curbside only if five (5) full-price valid stickers are attached.

- 5.1.7 Soft Furniture, including, but not limited to sofas, mattresses, recliners, and other soft furniture, will be collected at curbside only if five (5) full-price valid stickers are attached.
- 5.1.8 Home remodeling waste and debris that is combustible may be disposed of at curbside. The amount shall be limited to four (4) 32-gallon bags, each weighing no more than 75 pounds, per week. Each bag must have a valid full-price sticker affixed. The Board of Health reserves the right to have its agent evaluate the size of the remodeling project and when necessary require the homeowner rent a temporary dumpster. This will generally be required when the project will generate more than 4 cu. yds. of waste.
- 5.1.9 Any bag, barrel or item left at the curbside that is deemed by any trash hauler under contract to the Town or any other agent of the Board to exceed the size or weight limit stated herein or to have an inadequate number of valid stickers for the item's size or weight will be left at the curbside.

5.2 Curbside refuse collection restrictions:

- 5.2.1 No items listed in Section 4.1 (Recycling Materials) of this Regulation shall be allowed in household refuse.
- 5.2.2 Items that shall be disposed of at the drop off site (see Section 8.1 of this Regulation) will not be collected at curbside.
- 5.2.3 Explosives and ordinance materials, pathological wastes, hazardous chemicals, radioactive materials, motor oil, sludge, highly flammable substances, antifreeze, automotive parts, crankcase oils, cesspool or other human wastes, human and animal remains, dead animals, logs, unburnable construction materials and demolition debris, cleaning fluids, cutting oils, asbestos, oil-based paints, acids, caustics, poisons, pesticides, ammunition, or other hazardous or infectious materials shall not be disposed of with household refuse.
- 5.2.4 Fireplace ashes are allowed, but they must be cold before placing at the curbside.
- 5.2.5 Christmas Trees will not be collected, but may be dropped off at a location that will be designated by the Board. Wires and ornaments shall be removed from the trees and wreathes. Trees shall be removed from carrying bags.

- 5.2.6 Grass Clippings are not permitted refuse at the curbside and should be composted on resident's property.

Section 6: Residential Leaf collection

- 6.1 Leaves may be placed at the curbside for collection on dates and times designated and publicized by the Board.
- 6.2 All leaves must be in biodegradable bags.

Section 7.0: Residential Curbside collection

7.1 Collection Schedule:

Refuse and recycling collections shall take place according to a collection schedule that is on file at the Board of Health office, and may be modified at any time by the Board.

7.1.1 Recycling: Recycling collection shall take place biweekly from each Residence on the same day as refuse collection.

7.1.2 Refuse: Refuse collections shall take place weekly from each residence.

7.1.3 Leaf Collection: Curbside leaf collection shall take place periodically during the fall and spring on dates designated each year by the Board.

7.2 When to Place Refuse and Recyclables at Curb:

Refuse and recyclables shall not be placed at the curb before 6:00 a.m. on the morning of the collection.

7.3 Scavenging of Refuse and Recyclables:

There shall be no scavenging and taking refuse or recyclables that have been placed at curbside for collection, unless permitted by the owner of the refuse and indicated by signage placed on the items at curbside.

Section 8.0 Drop-off collection

8.1 Items permitted at drop-off collection:

8.1.1 Items that may be brought to the drop-off site for disposal include: small appliances made of 50% or more metal, microwaves, Large Appliances, tires, car batteries cathode ray tubes (CRT) (including computer video display terminals, televisions,

etc.), computers, empty propane tanks (small), mercury-containing items (including thermometers, thermostats), and fluorescent light bulbs, items containing chlorofluorocarbons, large gas powered equipment (e.g., riding mowers, snow blowers).

8.1.2 Brush will be chipped at the drop off site on designated first Saturdays of the month. Designated Saturdays will be publicized by the Board of Health.

8.1.3 The Board reserves the right to add to the list of items designated for drop-off collection from time to time and the Board shall publicize the changes.

8.1.4 All items permitted at the drop-off collection are prohibited from curbside recycling or refuse collection.

8.2 Drop-off collection schedule and procedures:

8.2.1 Drop-off collection is available at the Department of Public Works (DPW) barn on Winter Street on the first Saturday of the month, between 9:00 a.m. and noon, except when the first Saturday falls on a holiday or as otherwise posted by the Board.

8.2.2 There are fees for collection of some drop-off items. See Section 8.3 (Fees: Drop-off Collection).

8.3 Drop-off collection restrictions:

No curbside recycled or refuse items shall be brought to the drop off site.

Section 9: Fees

9.1. Curbside recycling:

9.1.1. There is no limit to the number of recycled items placed at the curbside.

9.1.2. There is no fee for disposal of approved recyclables at the curbside provided the occupant of the residential unit participates in the residential curbside refuse program through the use of trash stickers. The Board of Health reserves the right to bill a homeowner who chooses not to participate in the curbside refuse program and to set out recyclables only. Failure to pay the assessed fee will result in termination of the recycling service for that household.

9.2. Residential refuse:

9.2.1. For each container, bag or item of household refuse or Large Object placed at curbside, the appropriate number of valid stickers must be purchased and attached to each item as described in Section 5.1. Valid stickers are provided by the Board and are sold at the Maynard Town Building during regular office hours and at various stores in Maynard. A list of stores selling valid stickers can be obtained from the office of the Board. The cost of the valid stickers is determined by the Board of Health and may be modified from time to time to offset the cost of curbside refuse collection.

9.2.2. The number of valid stickers required on any additional item(s) or Large Object(s) is indicated in sections 5.1.6 through 5.1.8 of this Regulation.

9.3. Drop-off collection:

The cost of disposing of items at the drop-off collection site is determined by the Board and the schedule of fees is posted at the drop-off collection site and is available at the Board of Health office. The fee schedule (**Appendix A**) may be modified by the Board from time to time to offset the costs of operating the drop-off site and disposing of or recycling the drop-off items.

Section 10: Licensing of Contractors to Remove, Transport and dispose of offensive materials and trash collected in the town of Maynard.

10.1 No person shall collect, transport, or dispose of sewage, septage, offal, garbage, rubbish, or any other offensive material within the Town of Maynard unless a permit to do so has been obtained from the Board.

10.2 No person shall transport sewage, septage, offal, garbage, rubbish, or any other offensive material through the town unless he has registered his intent to do so with the Board, and the Board has approved said registration.

10.3 Each applicant for a permit or registration issued under regulations 10.1 and 10.2 shall pay a fee as determined annually by the Board for said permit or registration. The current fee is listed in **Appendix B**.

- 10.4** Each permit and/or registration issued under these regulations shall expire on June 30th of the year in which it is issued. Subsequent year permits shall run July 1st to June 30th of the following year.
- 10.5** The Board may place restrictions on said permit or registration when it finds that certain conditions warrant such restrictions
- 10.6** Household trash collected as part of a route by a licensed hauler shall be disposed of *only at the Wheelabrator Millbury Plant* off of Rte. 20 in the town of Millbury, MA. Said plant has an exclusive contract with the town of Maynard through June 30, 2008 for disposal of all household trash collected in Maynard. No waste collected from other sources can be mixed with the residential trash collected in Maynard on any given day.
- 10.7** A licensed hauler of household trash in the town of Maynard must supply a list of their customers at the time of applying for a license or renewal of their license in July of each year.
- 10.8** Exception to 10.6
A contractor who is in the business of cleaning out basements and attics or construction debris must obtain a license from the town of Maynard, but does not have to dispose of the cleanout waste at the Wheelabrator Millbury Plant. Said contractor is considered a one time contract with an individual homeowner and need only inform us of the disposal location as part of the license application process.
- 10.9** Exception to 10.7
The sole source contractor licensed by the town of Maynard does not have to submit a list of customers to the Board. His contract with the town is to provide trash collection to all households of between 1 to 4 units. The town presumes the contractor is servicing all such units.

Section 11: Licensing and Regulations for Dumpsters.

11.1 Permanent Dumpsters

- 11.1.1** No dumpster shall be used or kept in the Town of Maynard after June 30, 2005 unless a dumpster permit has been issued to the Owner by the Board of Health.

11.1.2 Dumpster permits shall expire on June 30 in the year they are issued, but may be renewed for a period to run July 1 to June 30 of the following year.

11.1.3 The annual fee for each dumpster permit shall be established by the Board of Health and is subject to change periodically. The current fee is listed in **Appendix B**.

11.1.4 The Owner shall ensure that each dumpster is placed on a concrete or macadam pad and is so located as to not interfere with the health, safety, or well-being of any business or neighbor

11.1.5 Each dumpster shall be of sufficient capacity to contain all accumulated material without overflowing, and shall be emptied on a regular basis or when full.

11.1.6 Each dumpster used in whole or part for the storage or transportation of garbage, offal or other offensive substances shall be fitted with a tight-fitting lid or cover, which shall meet the requirements of 527 CMR 34.0 of the Massachusetts State Fire Code and be kept closed at all times except when being filled, cleaned or emptied. Said lid shall be kept locked between 11:00 p.m. and 7:00 a.m.

11.1.7 The Owner shall ensure that each dumpster and the area immediately surrounding it are kept free of obnoxious odors, vermin, insects, debris, overflow and all other nuisances.

11.2 Temporary Dumpsters

11.2.1 A permit must be obtained from the Board of Health for each temporary dumpster located in the Town. A permit will be valid for up to 30 days before a renewal and a new fee is required.

11.2.2 The fee for a temporary dumpster permit shall be as established by the Board of Health and may be changed periodically. The current fee is listed in **Appendix B**.

11.2.3 Temporary dumpsters placed on a public or private way shall be equipped with reflective devices to warn motorists that a dumpster is present. The Police Department must be notified when a temporary dumpster is to be located on a public or private way in the Town.

11.2.4 Temporary dumpsters must have a covering when full and being removed from their location.

11.3 Special Regulations for all Dumpsters

- 11.3.1** The contractor's name and business telephone number shall be conspicuously displayed on the dumpster.
- 11.3.2** The contractor shall have the dumpster deodorized and/or sanitized as necessary or as ordered by the Board of Health.
- 11.3.3** The emptying of the dumpster contents by the contractor shall not commence before 6:30 AM and not continue after 9:30PM. In specific instances the Board of Health may modify these times if in its reasonable judgment it is convinced that the public health, safety or welfare would be better served.
- 11.3.4** The contractor shall ensure that the dumpster contents are not spilled during removal or transportation.

Section 12: Enforcement

- 12.1** The provisions of these regulations shall be enforced by the Maynard Board of Health or its agents.
- 12.2** Anyone violating any portion of these regulations will receive a citation under the non-criminal disposition by-law of the Town.
- 12.3** A new citation will be issued for each new day that the non-compliance occurs.
- 12.4** For continued non-compliance or failure to pay fines, a criminal complaint will be filed in the District Court.
- 12.5** As a result of criminal proceedings, the Board may suspend or revoke any dumpster or Contractor's permit.

Section 13: Penalties

The Maynard Board of Health shall promulgate fines and penalties for violation of this regulation. The dollar amount of the fines are posted in **Appendix B** at the end of these regulations. The Board of Health reserves the right to modify the amounts of these fines periodically

13.1 Failure to Recycle:

Residences that do not recycle will receive a warning ticket for the first violation, and then will be fined per incident for subsequent violations (**Appendix B**).

13.2 Disposal at Location Other than Residence:

Disposal of solid waste at any location in Town other than in front of the residence is punishable by a fine (**Appendix B**).

13.3 Disposal on Public Property:

Disposal of solid waste on public property is punishable by a fine (**Appendix B**).

13.4 Scavenging of Solid Waste:

Scavenging and taking solid waste that have been placed at curbside for collection is punishable by a fine (**Appendix B**), unless permitted by the owner of the refuse and indicated by signage placed on the items at curbside.

13.5 Failure to license as a waste hauler.

Failure to license in the Town as a waste hauler is punishable by a fine (**Appendix B**).

13.6 Failure to register a dumpster.

Failure to register a dumpster in the Town is punishable by a fine (**Appendix B**).

13.7 Disposal of Solid Waste using a Counterfeit Sticker.

Disposal of solid waste using a Counterfeit Sticker in the Town of Maynard is punishable by a fine (**AppendixB**).

Section 14: Severability

If any provisions of this regulation are declared invalid or unenforceable, the other provisions shall not be affected thereby but shall continue in full force and effect.

Section 15: Effective Date:

The prior version of these Regulations were approved and signed on June 2, 2004 and the revisions became effective as of July 1, 2004. The current revision of these Regulations was approved on August 14, 2005 and are effective as of on August 15, 2006.

Signatories on the June 2, 2004 revision to these Regulations were:

Shirley Grigas, Chair

Paul Jacques

Susan Butterworth

Appendix A

Schedule of Fees for Drop-off Collection (as of January 1, 2010)	
Drop-off Item	Fee (\$)
Tires with no rim	2.00
Tires on the rim	3.00
Truck tires	8.00
Car Batteries.	8.00
Ranges and other White goods.	15.00
Items containing chlorofluorocarbons (refrigerators, air conditioners, compressors, etc)	20.00
Empty propane tanks	5.00
Microwaves	10.00
Cathode ray tubes (CRT) (televisions, video display terminals)	15.00
Gas powered equipment (riding mowers, snow blowers, etc.)	15.00
Other metal items- Minimum fee.	5.00

Appendix B

Fees for Rubbish Contractor and Dumpster Licenses (as of January 1, 2010)	Fee
Annual fee for a rubbish contractor's license	\$50.00
Fee to license a permanent dumpster	\$50.00
Fee to license a temporary dumpster	\$15.00

Penalties for Trash Violations as of January 1, 2010	Fine
Violation of sec.7.3 Scavenging of Refuse and Recyclables (uninvited)	\$25.00
Violation of sec.13.1 Failure to recycle	\$25.00
Violation of sec.13.2 disposal at location other than residence	\$25.00
Violation of sec.13.3 disposal on public property	\$500.00
Violation of sec.13.4 scavenging of solid waste (uninvited)	\$25.00
Violation of sec.13.5 Failing to register as a rubbish contractor	\$100.00
<i>Each month constitutes a separate violation</i>	
Violation of sec. 13.6 Failing to register a dumpster	
Permanent dumpster	\$50.00
Temporary dumpster	
<i>Each month constitutes a separate violation</i>	
Violation of sec. 13.7 Use of Counterfeit Sticker	\$50.00

**2-16 DIGITAL WAY, MAYNARD
ANNUAL MAINTENANCE SCHEDULE**

2017

JANUARY	COMPLETE	DATE
Check storm drains and catch basins for stormwater o&m		
Check vacant suites- temp, leaks, lights out		
Check operation of pump houses & report any alarms		
Clean roof drains		
Drain fire dept. access connections to sprinklers		
MEMO "approved contractor list"		
MEMO "hiring subs / insurance verification"		
MEMO "parking during storms"		
MEMO "send maintenance items electronically"		
Nighttime lighting check - interior/exterior/parking/pylon		
Read EMON DMON Meter and have tenant sign		
Replace all pylon sign bulbs every 5 yrs.		
Replace batteries in emergency & exit lights every 5 yrs.		
Review budget with owners		
Shovel/clear snow from gas vents		
Visual inspection of generator / fuel level		
Xmas decorations down (repair/replace as needed)		
FEBRUARY	COMPLETE	DATE
Check doors, closers, locks replace		
Check operation of pump houses & report any alarms		
Check storm drains and catch basins for stormwater o&m		
Check vacant suites- temp, leaks, lights out		
Check tight tank levels, pump as needed		
Country glass to check glass entry doors replace mech T&M		
Drain fire dept. access connections to sprinklers		
Generator - first service- MAJOR pm		
MEMO "CGP on Facebook"		
MEMO "parking during storms"		
MEMO "recycling"		
MEMO "speed limit through complex"		
Nighttime lighting check - interior/exterior/parking/pylon		
Read EMON DMON Meter and have tenant sign		
Shovel/clear snow from gas vents		
Visual inspection of generator / fuel level		
MARCH	COMPLETE	DATE
Check storm drains and catch basins for stormwater o&m		
Check operation of pump houses & report any alarms		
Check vacant suites- temp, leaks, lights out		
Check tight tank level, pump as needed		
Confirm grease trap is pumped this Q1 2017		
Drain fire dept. access connections to sprinklers		
Drain out drum drips on sprinkler system		
MEMO "CGP on Facebook"		

**2-16 DIGITAL WAY, MAYNARD
ANNUAL MAINTENANCE SCHEDULE**

2017

MEMO "parking during storms"		
MEMO "send maintenance items electronically"		
MEMO "send warranty items electronically"		
Nighttime lighting check - interior/exterior/parking/pylon		
Send quarterly reports to DEP		
Shovel/clear snow from gas & dryer vents		
Visual inspection of generator / fuel level		
Winter plow damage inspection- hold last checks		
APRIL	COMPLETE	DATE
Check awning condition, clean & replace as needed		
Check operation of pump houses & report any alarms		
Check storm drains and catch basins for stormwater o&m		
Check vacant suites- temp, leaks, lights out		
Check tight tank level, pump as needed		
Detailed inspection of property with owners - outside		
Hose/wash underside of awnings / canopies / overhangs		
Irrigation on -replace batteries & clean filters		
MEMO "hiring subs / insurance verification"		
Nighttime lighting check - interior/exterior/parking/pylon		
Powerwash all sidewalks		
Put out furniture, picnic tables		
Remove snow fence and store for winter		
Replace flags & all ropes, clips etc		
Spigots on- install tags on ALL shutoffs		
Spring clean-up and mulch beds		
Sprinkler fire Inspections		
Start up and clean pond at entrance & spring annual flowers		
Turn off entrance lobby heaters in vestibules		
Vacuum all catch basins & storm drains as needed		
Visual inspection of generator / fuel level		
Window cleaning all exterior		
MAY	COMPLETE	DATE
Check & clean irrigation filters		
Check operation of pump houses & report any alarms		
Check storm drains and catch basins for stormwater o&m		
Check vacant suites- temp, leaks, lights out		
Check tight tank level, pump as needed		
Flush all water mains		
Irrigation check- check clock & schedule & make any adjust.		
HVAC: clean condensate lines all units		
HVAC: clean condensers & coils		
HVAC: replace filters & belts as needed		
MEMO "building courtesies"		
MEMO "CGP on Facebook"		

**2-16 DIGITAL WAY, MAYNARD
ANNUAL MAINTENANCE SCHEDULE**

2017

MEMO "landscape alterations"		
Nighttime lighting check - interior/exterior/parking/pylon		
Powerwash sidewalks at retail		
Replace or clean walk-off mats as needed		
Spray weed killer on walks, all stone areas, patios, etc.		
Stripe parking lot annually		
Visual inspection of generator / fuel level		
JUNE	COMPLETE	DATE
Check operation of pump houses & report any alarms		
Check storm drains and catch basins for stormwater o&m		
Check vacant suites- temp, leaks, lights out		
Check tight tank level, pump as needed		
Clean roof drains		
Clean irrigation filters		
Confirm grease trap is pumped this Q2 2017		
Drain out drum drips on sprinkler system		
Irrigation check- check clock & schedule & make any adjust.		
Fire extinguisher inspections		
MEMO "no smoking area" + smoking map		
MEMO "send maintenance items electronically"		
MEMO "send warranty items electronically"		
Nighttime lighting check - interior/exterior/parking/pylon		
Powerwash sidewalks		
Read EMON DMON Meter and have tenant sign		
Send quarterly reports to DEP		
Test smoke evacuation system		
Visual inspection of generator / fuel level		
JULY	COMPLETE	DATE
Check & clean irrigation filters		
Check operation of pump houses & report any alarms		
Check storm drains and catch basins for stormwater o&m		
Check vacant suites- temp, leaks, lights out		
Check tight tank level, pump as needed		
Fire Panel Inspections		
Irrigation check- check clock & schedule & make any adjust.		
Lakeside - sludge busting of septic annually (clean dbox)		
MEMO "hiring subs / insurance verification"		
Mow conservation areas, detention ponds		
Nighttime lighting check - interior/exterior/parking/pylon		
Powerwash sidewalks		
Read EMON DMON Meter and have tenant sign		
Spray weed killer on walks, all stone areas, patios, etc.		
Visual inspection of generator / fuel level		

**2-16 DIGITAL WAY, MAYNARD
ANNUAL MAINTENANCE SCHEDULE**

2017

AUGUST	COMPLETE	DATE
Check & clean irrigation filters		
Check operation of pump houses & report any alarms		
Check storm drains and catch basins for stormwater o&m		
Check vacant suites- temp, leaks, lights out		
Check tight tank level, pump as needed		
Generator - 2nd service- MINOR pm		
Irrigation check- check clock & schedule & make any adjust.		
MEMO "recycling"		
MEMO "speed limit through complex"		
Nighttime lighting check - interior/exterior/parking/pylon		
Powerwash sidewalks		
Prune shrubs / bushes, inspect for dead trees		
Septic 1: inspect system by Private Engineer		
Septic 2: send report to BOH/DEP as needed		
Visual inspection of generator / fuel level		
Window cleaning all exterior		
SEPTEMBER	COMPLETE	DATE
Check & clean irrigation filters		
Check cistern water level		
Check operation of pump houses & report any alarms		
Check storm drains and catch basins for stormwater o&m		
Check vacant suites- temp, leaks, lights out		
Check tight tank level, pump as needed		
Clean/hose out storage rooms		
Confirm grease trap is pumped this Q3 2017		
Exterior window cleaning extra per Tenants		
Flush fire hydrants and perform inspection		
HVAC: check condensers & coils- clean only if needed		
HVAC: replace filters & belts on all units		
Irrigation check- check clock & schedule & make any adjust.		
MEMO "send maintenance items electronically"		
MEMO "send warranty items electronically"		
Nighttime lighting check - interior/exterior/parking/pylon		
Powerwash sidewalks at retail		
Remove / cut to ground all flowers/lilies etc.		
Run generators for up to 10 hours to exercise prep for winter		
Send quarterly reports to DEP		
Snow plowing/removal contracts in place- get bids		
Visual inspection of generator / fuel level		
OCTOBER	COMPLETE	DATE
Bring in furniture, picnic tables		
Check operation of pump houses & report any alarms		
Check glycol levels in sidewalk heaters		

**2-16 DIGITAL WAY, MAYNARD
ANNUAL MAINTENANCE SCHEDULE**

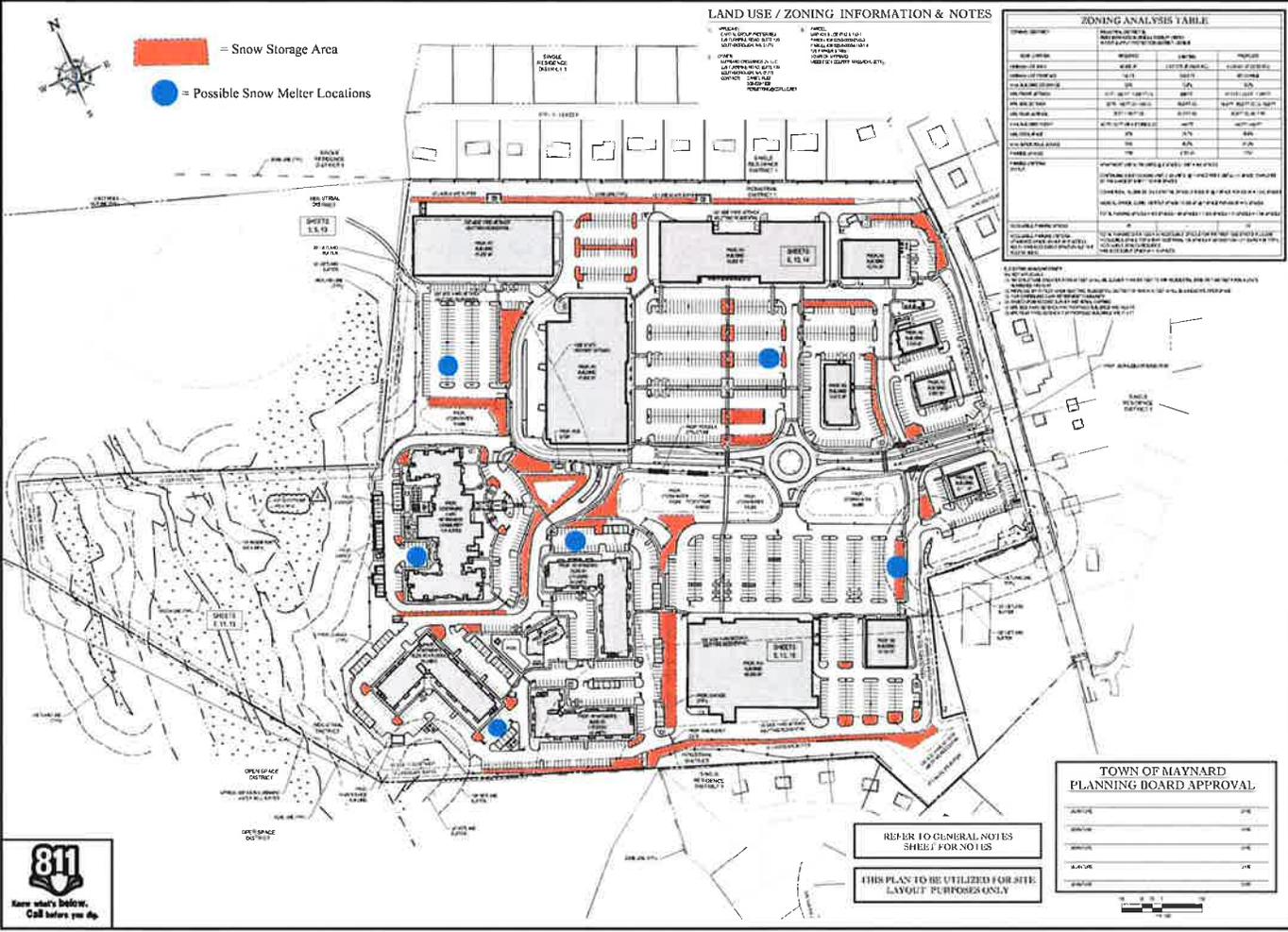
2017

Check storm drains and catch basins for stormwater o&m		
Check tight tank level, pump as needed		
Check vacant suites- temp, leaks, lights out		
Drain fire dept. access connections to sprinklers		
Fall clean-up		
Flush all water mains		
Irrigation off - (SUB.) drain / winterize, clean filters		
Landscape contracts in place- get bids if needed		
Make winter HVAC seasonal settings for Tenants		
MEMO "hiring subs / insurance verification"		
MEMO "humidifiers on & spigots off/drain"		
Nighttime lighting check - interior/exterior/parking/pylon		
One bag of "MAG Salt" to list of owners & tenants		
Read EMON DMON Meter and have tenant sign		
Shovel/clear snow from gas vents		
Snow fence installed around all gas vents low to ground		
Snow stake all properties prep for winter		
Spigots off- return all tags to PM & label		
Stormwater O&M inspection		
Stormwater O&M report to conservation commission		
Turn on lobby heaters		
Turn off ceiling air conditioning unit		
Visual inspection of generator / fuel level		
Winterize pond at entrance & mums/flowers at entry		
NOVEMBER	COMPLETE	DATE
Add water & solution to all floor drain & slop sink traps		
Check heated cable function		
Check operation of pump houses & report any alarms		
Check storm drains and catch basins for stormwater o&m		
Check vacant suites- temp, leaks, lights out		
Check tight tank level, pump as needed		
Clean & clear rooftop and <u>canopy</u> drains		
Drain fire dept. access connections to sprinklers		
MEMO "building courtesies"		
MEMO "CGP on Facebook"		
MEMO "landscape alterations"		
MEMO "parking during storms"		
Nighttime lighting check - interior/exterior/parking/pylon		
Set up Police Details for Black Friday etc		
Send email updates to all Tenants to advise of any safety issue		
Powerwash walkways/sidewalks (final for season)		
Replace all flags (if needed)		
Shovel/clear snow from gas vents		
Visual inspection of generator / fuel level		

**2-16 DIGITAL WAY, MAYNARD
ANNUAL MAINTENANCE SCHEDULE**

2017

Xmas decorations up (Thanksgiving week)		
DECEMBER	COMPLETE	DATE
Check operation of pump houses & report any alarms		
Check storm drains and catch basins for stormwater o&m		
Check vacant suites- temp, leaks, lights out		
Check tight tank level, pump as needed		
Confirm grease trap is pumped this Q4 2017		
Distribute next year trash/recycle calendars		
Drain fire dept. access connections to sprinklers		
Drain out drum drips on sprinkler system		
Insurance renewal quotes and collection of proposals		
MEMO "CGP on Facebook"		
MEMO "parking during storms"		
Nighttime lighting check - interior/exterior/parking/pylon		
Read EMON DMON Meter and have tenant sign		
Set up Police Details for Holiday Shopping		
Send email updates to all Tenants to advise of any safety issue		
Send quarterly reports to DEP		
Septic: make sure all tanks have been pumped in 2017		
Shovel/clear snow from gas vents		
Visual inspection of generator / fuel level		



LAND USE / ZONING INFORMATION & NOTES

- 1. SINGLE RESIDENCE DISTRICT
- 2. OFFICE DISTRICT
- 3. OPEN SPACE DISTRICT
- 4. COMMERCIAL DISTRICT
- 5. INDUSTRIAL DISTRICT
- 6. MIDDLE DENSITY RESIDENTIAL DISTRICT
- 7. HIGH DENSITY RESIDENTIAL DISTRICT
- 8. MIXED USE DISTRICT
- 9. COMMUNITY CENTER DISTRICT
- 10. CULTURAL DISTRICT
- 11. HISTORIC DISTRICT
- 12. TRANSPORTATION DISTRICT
- 13. PUBLIC USE DISTRICT
- 14. SPECIAL DISTRICT
- 15. UNZONED DISTRICT

ZONING ANALYSIS TABLE

Category	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
Single Residence	1,200,000	1,200,000	1,200,000	1,200,000
Office	500,000	500,000	500,000	500,000
Open Space	200,000	200,000	200,000	200,000
Commercial	100,000	100,000	100,000	100,000
Industrial	50,000	50,000	50,000	50,000
Middle Density Residential	300,000	300,000	300,000	300,000
High Density Residential	150,000	150,000	150,000	150,000
Mixed Use	100,000	100,000	100,000	100,000
Community Center	50,000	50,000	50,000	50,000
Cultural	20,000	20,000	20,000	20,000
Historic	10,000	10,000	10,000	10,000
Transportation	5,000	5,000	5,000	5,000
Public Use	5,000	5,000	5,000	5,000
Special	5,000	5,000	5,000	5,000
Unzoned	5,000	5,000	5,000	5,000

BOHLER ENGINEERING

100 FARMINGTON ROAD
MAYNARD, MASSACHUSETTS 01952
TEL: 978-546-1000
WWW.BOHLERENGINEERING.COM

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

PRELIMINARY

CAPITAL GROUP

MAYNARD CROSSING

LOCATION OF SITE
MAP AND SITE PLAN AS SHOWN IN PARAGRAPH 11.1 OF THE ZONING REGULATIONS OF THE TOWN OF MAYNARD, MASSACHUSETTS.

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**TOWN OF MAYNARD
PLANNING BOARD APPROVAL**

DATE	TIME

REFER TO GENERAL NOTES SHEET FOR NOTES

THIS PLAN TO BE UTILIZED FOR SITE LAYOUT PURPOSES ONLY



Exhibit "C"

Decision - Site Plan approval with Special Permits for Maynard Crossing (AKA 129 Parker Street)
Planning File #'s: PB16-11, PB 16-12, PB 16-13, PB 17-04, PB 17-08 and PB 17-09.

**Schedule of Improvements and Repairs
to the Town Sewer Infrastructure**

*Received
August 28, 2017
Town Clerk Jeffery
Michelle Scholander*

129 Parker Street Site Plan - Sewer

Stantec	Recommendation	Desc.	Map Segment	Construction Cost	Town %	Town \$	Developer %	Developer \$	Original On-Site Response	Stantec Response - Agreed By Both
Rec 1	Use VFDs (120 GPM)	129 PS Pump Station	129 P on-site	\$ 35,000	0%	\$ -	100%	\$ 35,000	No	Dev. Upgrading existing pump station and needs to buy a pump(s) anyway. This is the preferred solution and may be more expensive but only adds \$10K approximately.
Rec 2	Line 8" Pipe , 631 Lin Ft	Worn pipe, 20X flow increase expected.	#1-4	\$ 85,500	0%	\$ -	100%	\$ 85,500	No	It will need to be done at some point in the future and will be more difficult to do after the development is operational.
Rec 3	Replace 8" Pipe , 127 Lin Ft	Sagging line, increase flow impact	#5-7	\$ 127,000	60%	\$ 76,200	40%	\$ 50,800	No, 37% of total	Added flow will negatively impact the sagging pipe's maintenance need. Stantec 60/40
Rec 4	Use VFDs (600 GPM)	OMR Pump Station	#5-7	\$ 75,500	75%	\$ 56,625	25%	\$ 18,875	No, 25%	Flow out of OMR needs to be variable to maximize system capacity and maintain single pump operation.
Rec 5	Other Improvements	OMR Pump Station	#5-7	\$ 34,100	0%	\$ -	100%	\$ 34,100	Agreed	Agreed
Rec 6	Use VFDs (120 GPM)	OMR WTP backwash	#5-7	\$ 44,000	100%	\$ 44,000	0%	\$ -	No (not needed)	Town decision and cost
Rec 7	Replace and line 12" Pipe, 1026 Lin Ft	Parker Street	#8, 9, 11, 12 rsp, #10 reline	\$ 1,104,000	100%	\$ 1,104,000	0%	\$ -	Agreed	Four segments total, three replace, one reline.
Rec 8	Replace existing 8 and 10 inch pipe	Various	#13-20	\$ 1,575,000	50%	\$ 787,500	50%	\$ 787,500	No, 8%	Town and Developer agree to 50/50 split.
Rec 9	Replace and Re-line 12" and 18" Pipe 2,800 Lin Ft	From Hayes Street to Douglas and Powdermill	#21-35	\$ 932,500	100%	\$ 932,500	0%	\$ -	Agreed	Could be long-term infrastructure improvements unless MassWorks helps with funding.
				\$ 4,012,600		\$ 3,000,825		\$ 1,011,775		
1 Through 8					67.2%		33%			

Recommendation 8 notes:
 Town will not replace Segments #13-20 for 10-15 years based on current volume of use. Developer impact adds 20% to volume and necessitates immediate upgrade. Developer and Town agree to 50/50 split for the cost to have the work completed prior to opening of the 129 Parker Street Development.

Total estimated cost Rec 1-9 \$ 4,012,600
 Total Town share as shown \$ 3,000,825
 Total Developer share as shown \$ 1,011,775
Total Town cost Rec. 1-8 \$ 2,068,325
Total Developer cost Rec. 1-8 \$ 1,011,775

100% Recommendations 1-9
 75%
 25%
67% Rec. 1-8, Based on flow & expedient upgrade
33%

Recommendation 9 notes:
 Town will only do Rec. 9 now if MassWorks funding secured.

Exhibit “D”

Decision - Site Plan approval with Special Permits for Maynard Crossing (AKA 129 Parker Street)
Planning File #'s: PB16-11, PB 16-12, PB 16-13, PB 17-04, PB 17-08 and PB 17-09.

**The Concept Plan and Signage
Plan approved by Town Meeting
on Oct 5, 2016**



APR 19 1964



CAPITAL GROUP

PROPERTIES

**129 PARKER STREET
MAYNARD, MA
CONCEPT PLAN SUBMITTAL**

28 June 2016





Concept Plan

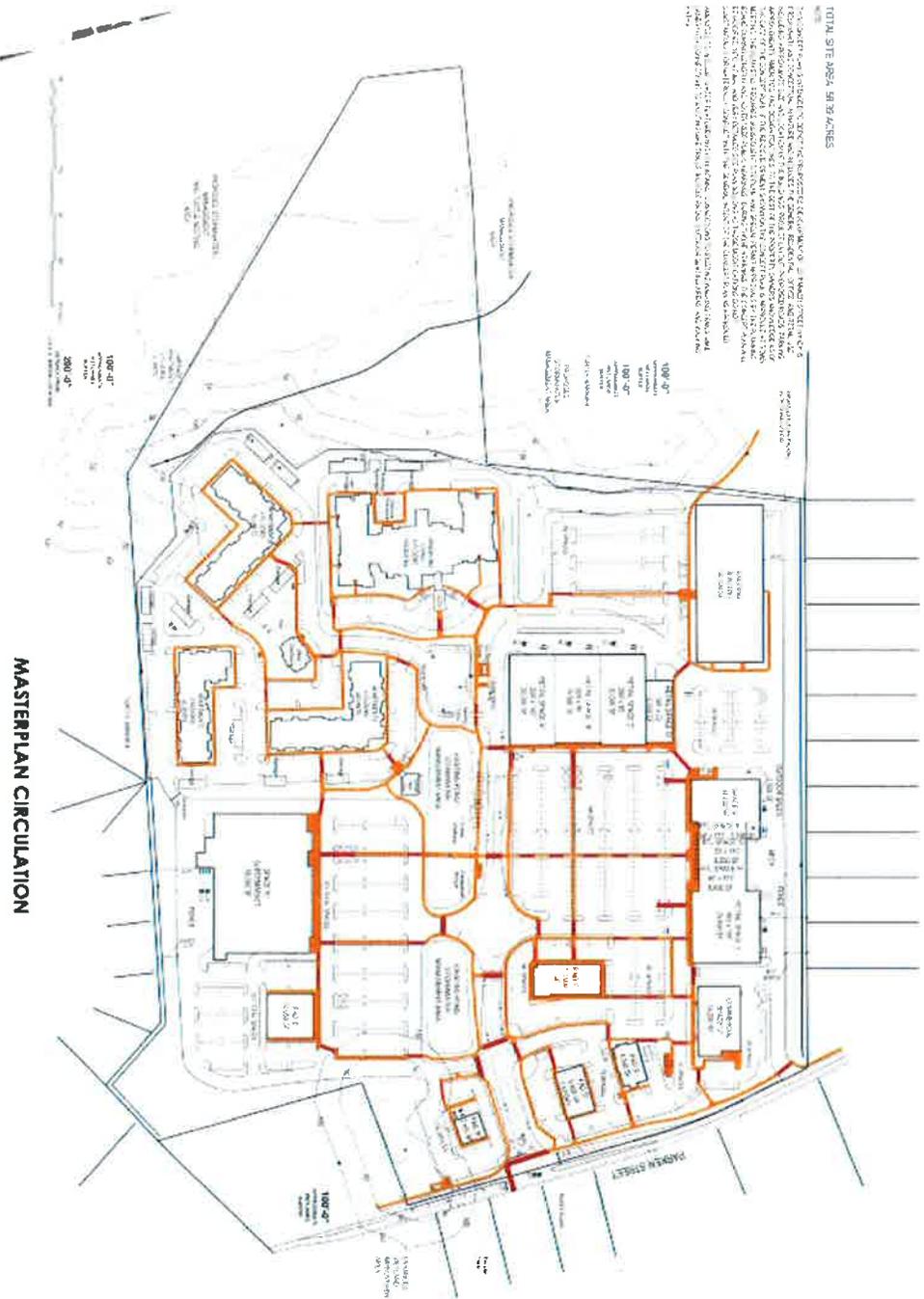
CAPITAL GROUP





TOTAL SITE AREA: 59.39 ACRES

THIS SITE PLAN IS SUBMITTED TO THE BOARD OF SELECTMEN OF MAYNARD, MASSACHUSETTS, FOR REVIEW AND APPROVAL. THE BOARD OF SELECTMEN HAS REVIEWED THE SITE PLAN AND HAS DETERMINED THAT THE SITE PLAN IS IN ACCORDANCE WITH THE ZONING REGULATIONS OF MAYNARD, MASSACHUSETTS. THE BOARD OF SELECTMEN HAS GRANTED A CONDITIONAL USE PERMIT TO THE DEVELOPER FOR THE DEVELOPMENT OF THE SITE. THE DEVELOPER SHALL COMPLY WITH ALL CONDITIONS OF THE PERMIT AND SHALL SUBMIT A FINAL SITE PLAN TO THE BOARD OF SELECTMEN FOR APPROVAL. THE BOARD OF SELECTMEN SHALL REVIEW THE FINAL SITE PLAN AND SHALL GRANT OR DENY THE PERMIT. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.



MASTERPLAN CIRCULATION

TOTAL SITE AREA: 59.39 ACRES	
Site Area	59.39 ACRES
Buildings	1,200,000 SQ FT
Parking	2,500 SPACES
Landscaping	100,000 SQ FT
Other	100,000 SQ FT
TOTAL MASTERPLAN	1,200,000 SQ FT
TOTAL MASTERPLAN	2,500 SPACES

LEGEND	
[Symbol]	EXISTING
[Symbol]	NEW
[Symbol]	RENOVATION
[Symbol]	DEMOLITION
[Symbol]	UTILITIES
[Symbol]	LANDSCAPING
[Symbol]	OTHER
[Symbol]	PROPOSED
[Symbol]	EXISTING
[Symbol]	NEW
[Symbol]	RENOVATION
[Symbol]	DEMOLITION
[Symbol]	UTILITIES
[Symbol]	LANDSCAPING
[Symbol]	OTHER

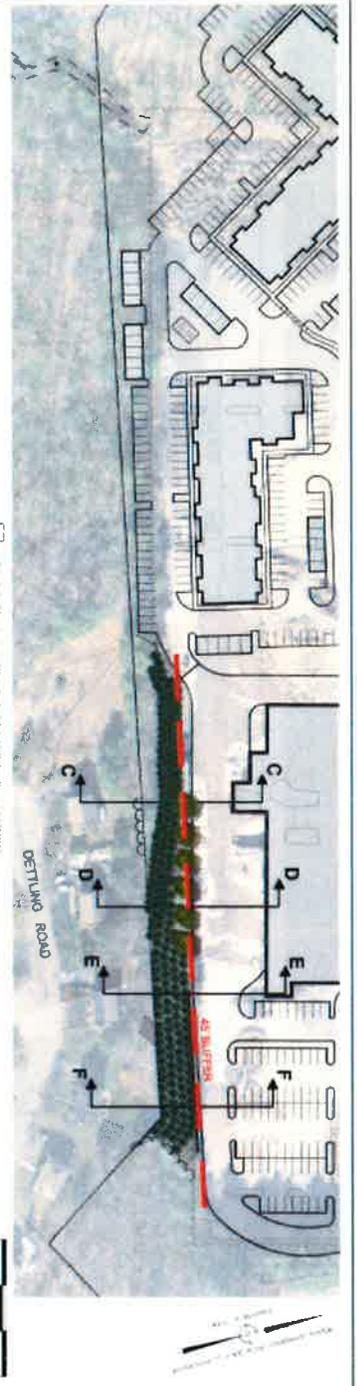
129 Parker Street
MAYNARD, MASSACHUSETTS

June 28, 2018





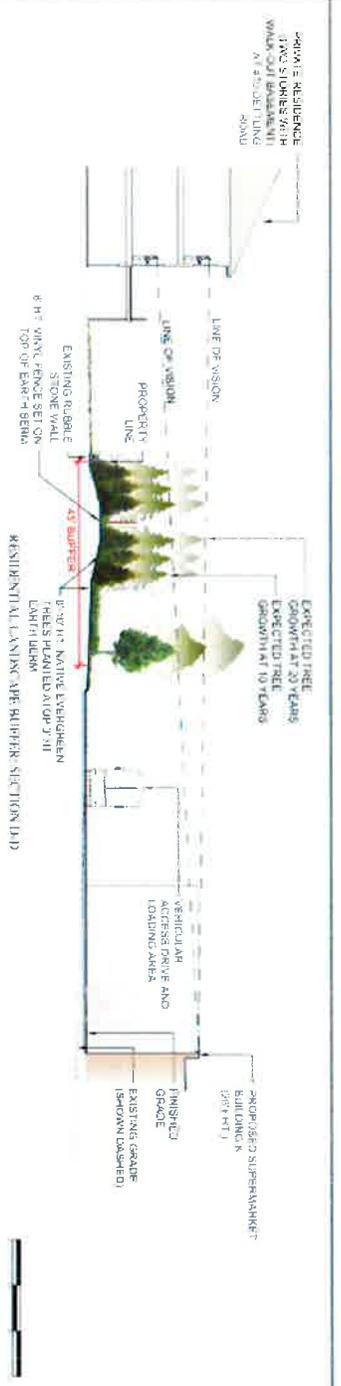
Residential Buffer Area Landscape & Fencing Plans



RESIDENTIAL LANDSCAPE BUFFER PLAN VIEW



RESIDENTIAL LANDSCAPE BUFFER SECTION C-C



RESIDENTIAL LANDSCAPE BUFFER SECTION D-D

Landscape Plan: South Buffer - 1

PROJECT: RESIDENTIAL LANDSCAPE BUFFER PLAN VIEW
 DATE: 11/15/2023
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 SCALE: 1" = 30'
 SHEET NO. 1 OF 3

WPA
 WATSON PARK ARCHITECTURE
 120 PARKER STREET
 ALBANY, NY 12206
 TEL: 518.486.1234
 WWW.WATSONPARKARCHITECTURE.COM

MAYNARD/ROSSIGNOIS PA, LLC
 120 PARKER STREET
 ALBANY, NY 12206
 TEL: 518.486.1234

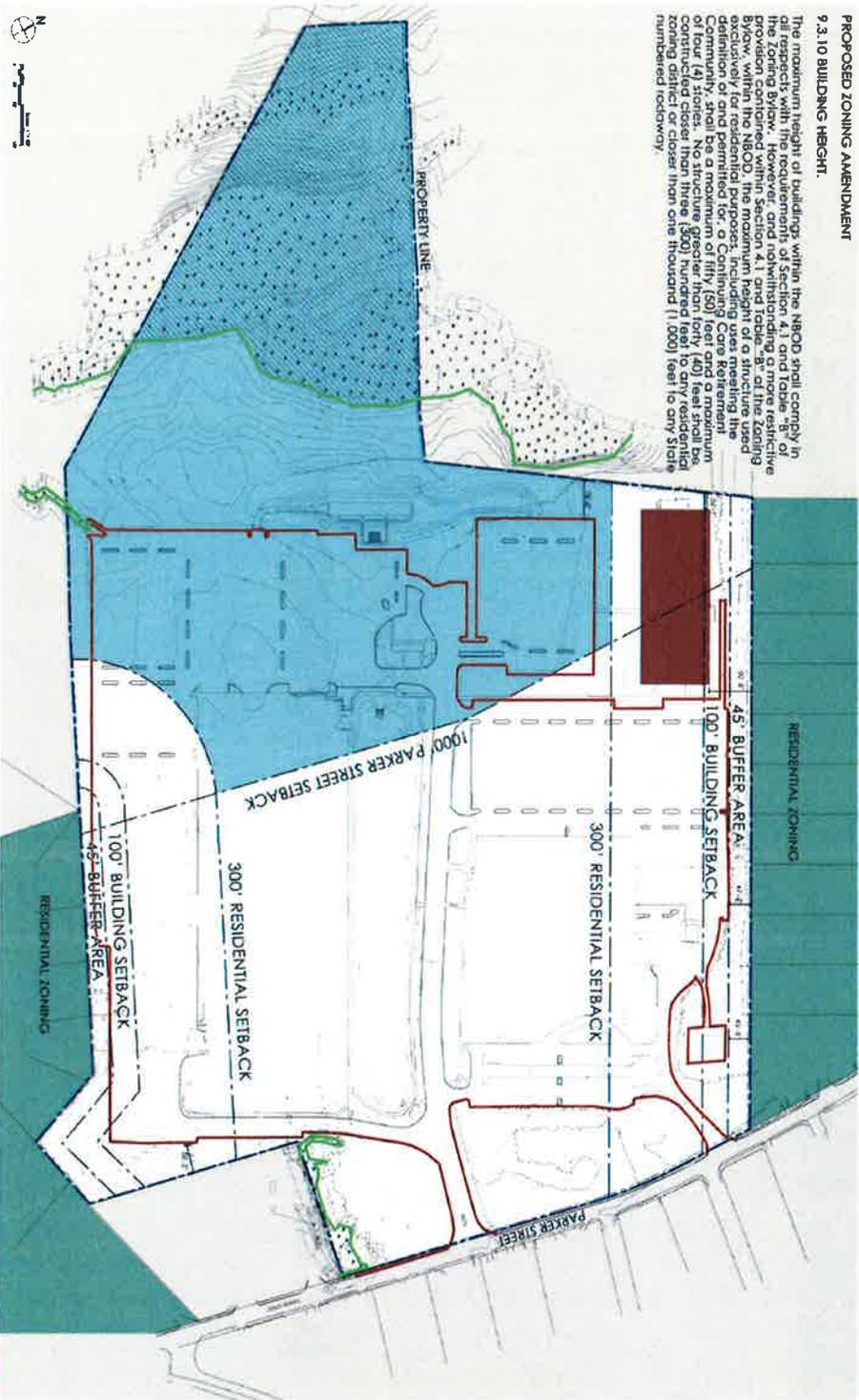
RESIDENTIAL LANDSCAPE BUFFER (SOUTH) LOT LINE
 120 PARKER STREET
 ALBANY, NY 12206
 TEL: 518.486.1234



Existing Condition Plan, Existing Topography and NBOB Setbacks and Buffer Zones

PROPOSED ZONING AMENDMENT
9.3.10 BUILDING HEIGHT.

The maximum height of buildings within the NBOD shall comply in all respects with the requirements of Section 4.1 and Table "B" of the NBOD. The maximum height of a structure used exclusively for residential purposes, including uses meeting the definition of and permitted for, a Continuing Care Retirement Community shall be a maximum of fifty (50) feet and a maximum of four (4) stories. No structure shall be constructed or constructed closer than three (300) hundred feet to any residential zoning district or closer than one thousand (1,000) feet to any State numbered roadway.



UNBUILDABLE
LAND

EXISTING
WETLANDS

AREA OF ALLOWED
50' BUILDING HEIGHT

EXISTING CONDITIONS DIAGRAM

RESIDENTIAL
ZONING

EXISTING PAVING
OUTLINE

EXISTING
BUILDING

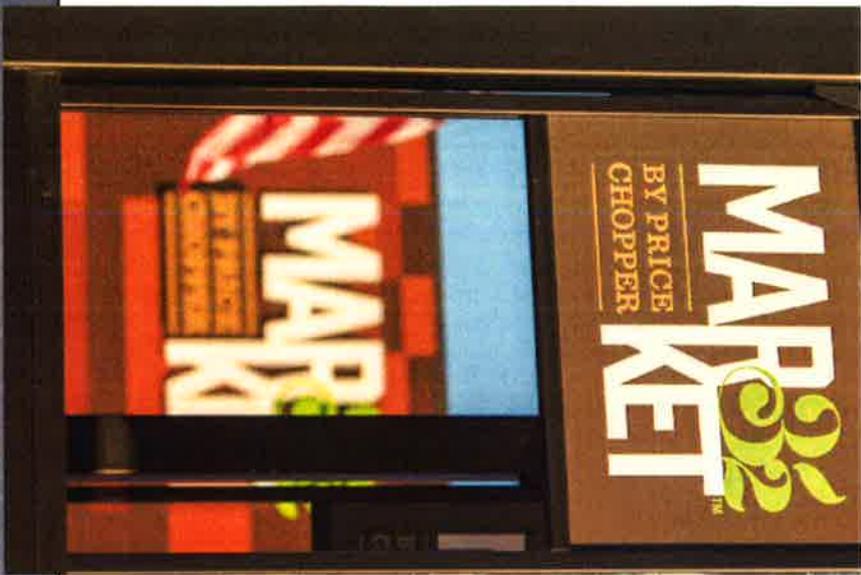


Illustrations of General Architecture of the Proposed Structures



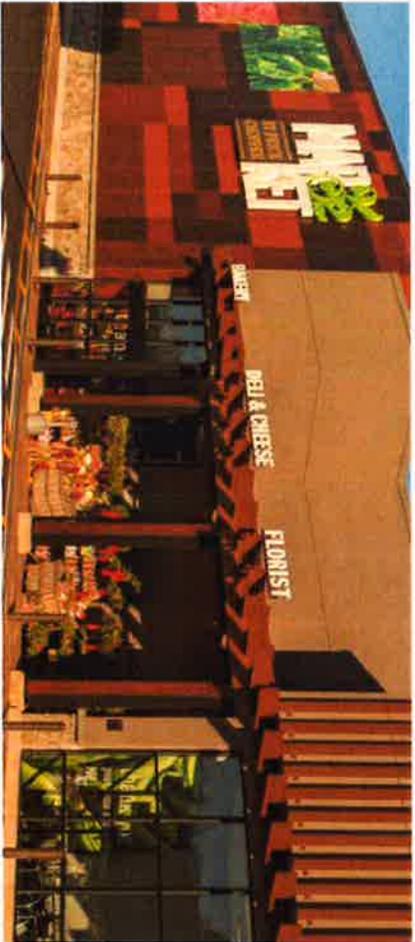
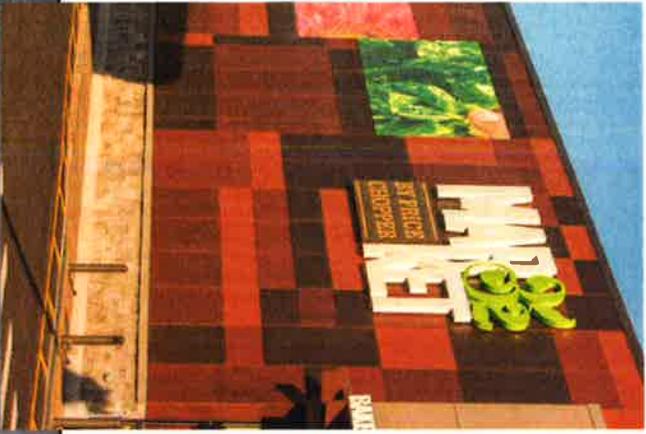
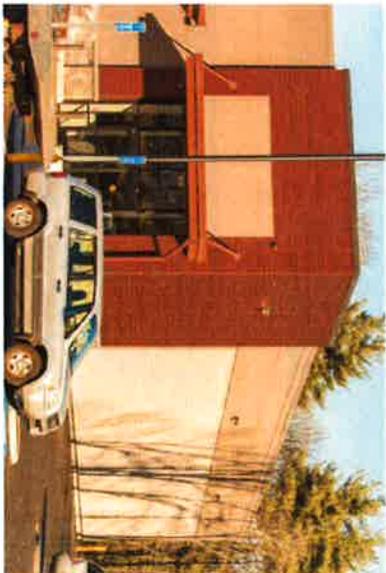


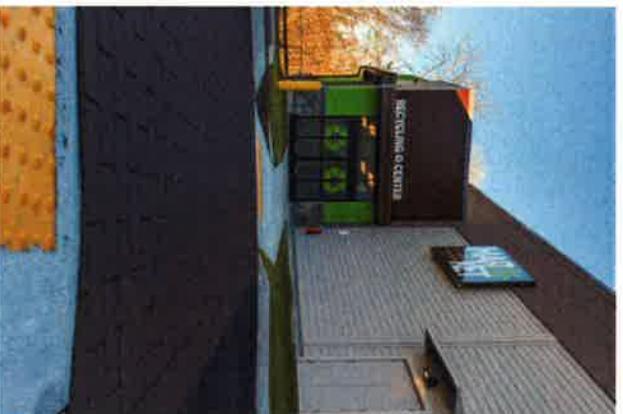
Proposed Supermarket Building Elevations

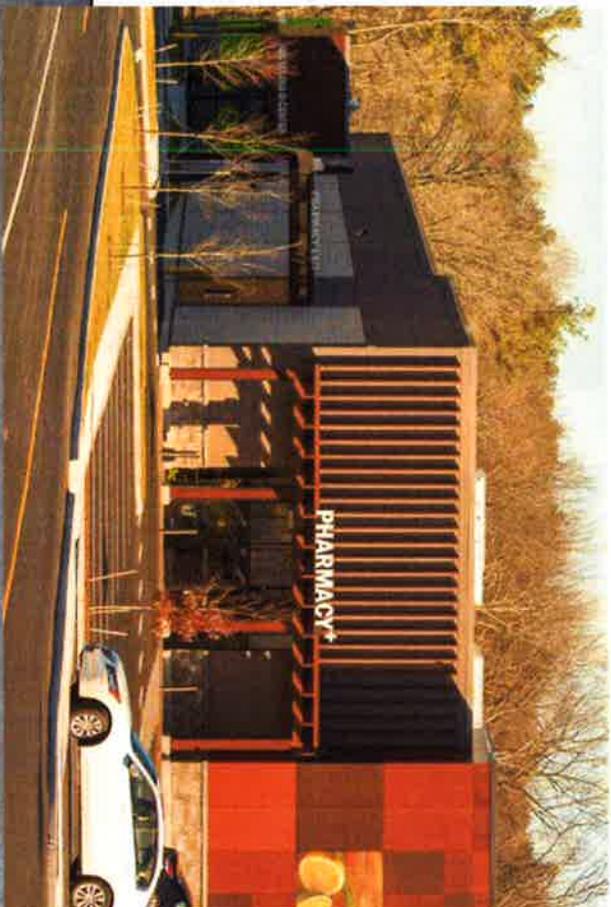


CAPITAL GROUP
P R O P E R T I E S











Multi Unit Residential Building Elevations



EAST ELEVATION



SOUTH ELEVATION





Typical In-Line Retail Building Elevations





Typical Pad Retail Building Elevations







NORTH ELEVATION

WEST ELEVATION



SOUTH ELEVATION

EAST ELEVATION



Senior Independent Living Building Elevations



- Stone Veneer
- Shingle Siding
- Horizontal Siding
- Composition Shingles

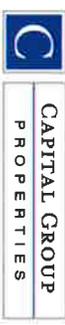
Schematic Perspectives





MAYNARD COMMONS

Retail & Residential Graphics: Branding & Wayfinding
Final Concept Design 4
11 July 2016



- BRANDING/WAYFINDING**
Gamble Design LLC
154 Maplewood Avenue
Portsmouth NH 03801
☎ 603.427.1300
- ARCHITECTURE**
CI Design
250 Summer Street
Boston MA 02210
☎ 617.848.9511
- LANDSCAPE ARCHITECTURE**
Wetmore Design Associates
31 East Main Street
Westborough MA 01581
☎ 508.366.6552
- CLIENT/OWNER**
Capital Group Properties
259 Turnpike Road Suite 100
Southborough MA 01772
☎ 508.366.6552

K E Y

- Primary Sign/Facade ID
- Secondary Signage ID
- Retail ID Per one
- Retail Signage ID Per two
- Retail Signage ID Per three
- Residential ID combined
- Grandville ID
- Hawthorn ID
- Directional Vehicular
- Directional Pedestrian
- Parking ID
- Traffic Control/Safety



CONCEPT PLAN



MAYNARD COMMONS
Retail & Residential Graphics
Branding & Wayfinding

BRANDING/WAYFINDING
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Parsippany, NJ 07054
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230 Summer Street
Boston, MA 02210
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LANDSCAPE ARCHITECTURE
Waterman Design Associates
31 East Main Street
Westborough, MA 01581
t 508.366.6552

DRAWING TITLE
Concept Site Plan
Sign location plan
Scale: 1" = 150'
11 July 2016

DRAWING NO.
11D.1

NOTE: RETAIL SIGNS SHOWN AS POSSIBLE PLACEMENT FOR CONCEPT ONLY.

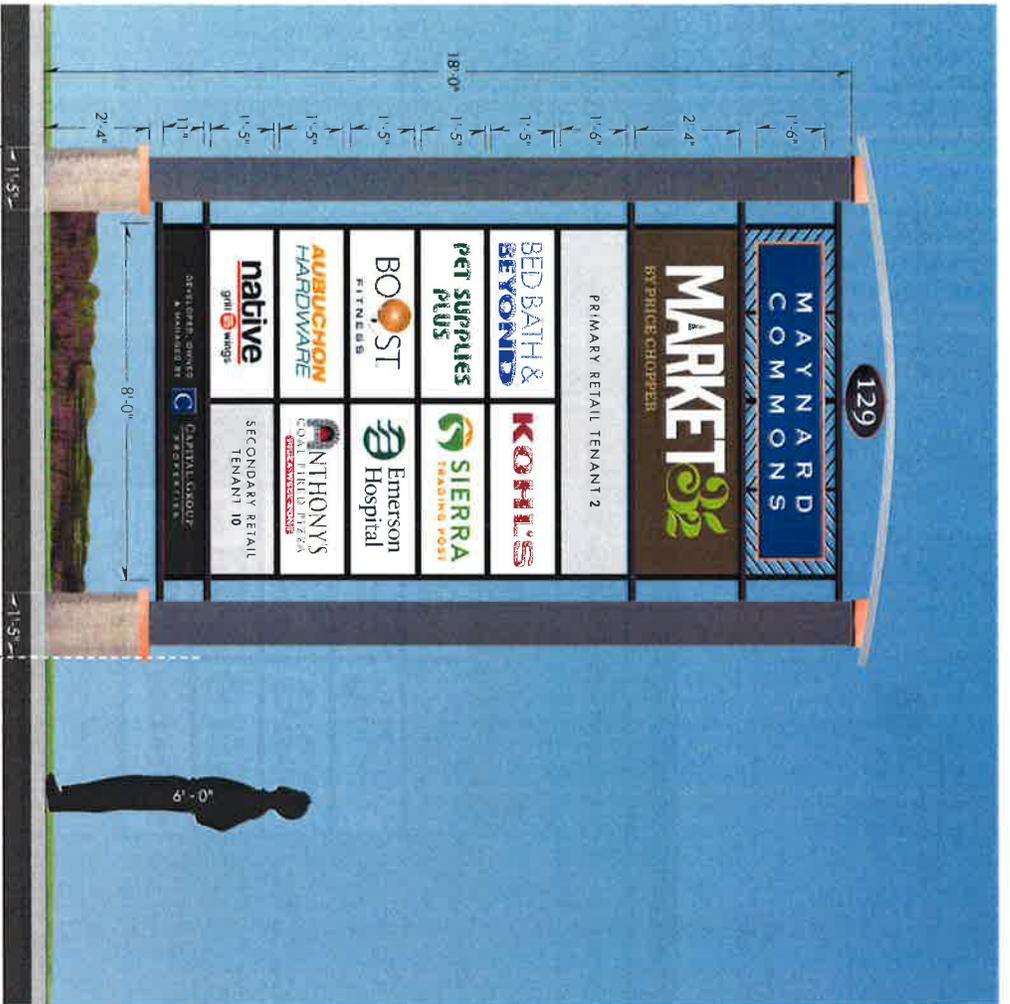
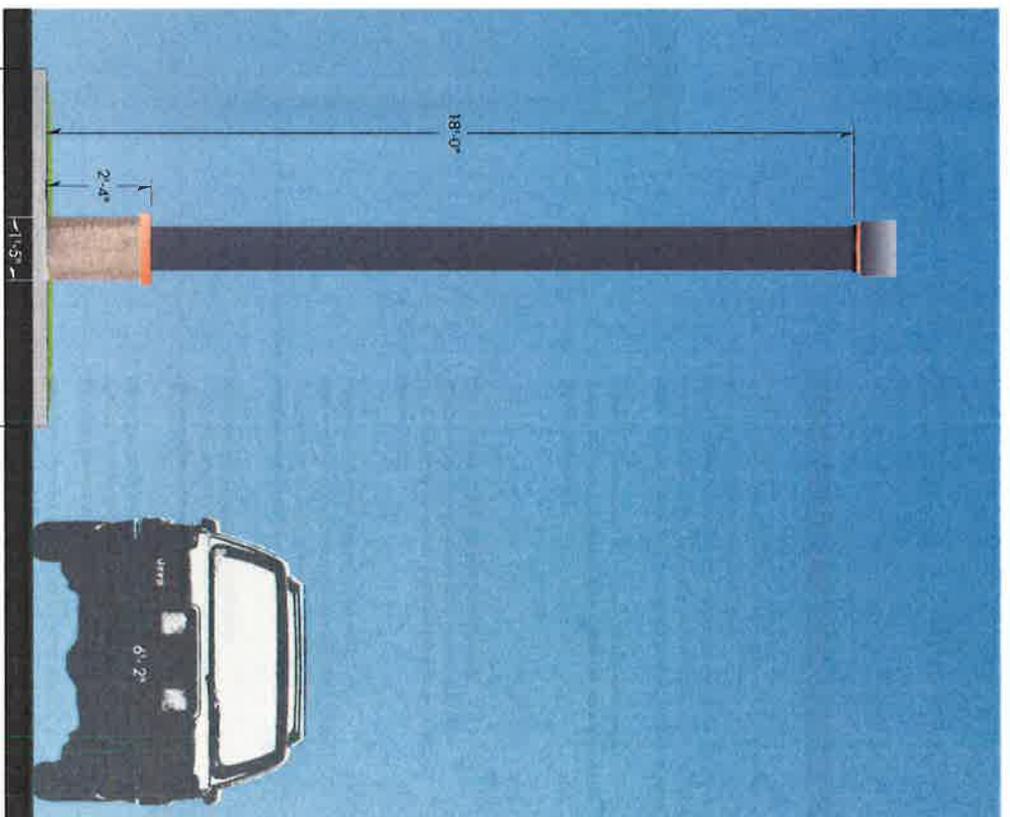


FIG 1 Primary Site/Tenant ID Freestanding/LED Internal Illumination
Scale: 3/8" = 1'-0"



Note: minimum setback 25'-0" from crosswalk
End View of site entry drive
Scale: 3/8" = 1'-0"

NOTE: RETAIL LOGOS SHOWN AS POSSIBLE. TENANTS FOR CONCEPT ONLY

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Branding & Wayfinding

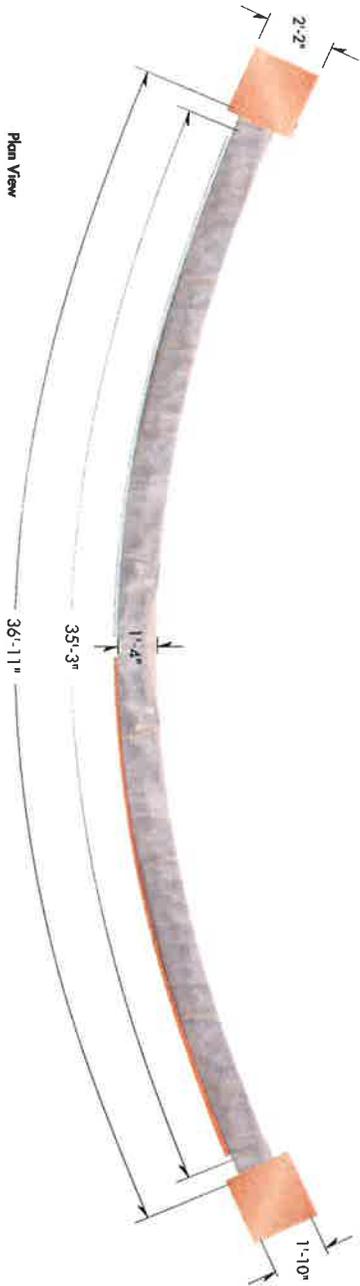
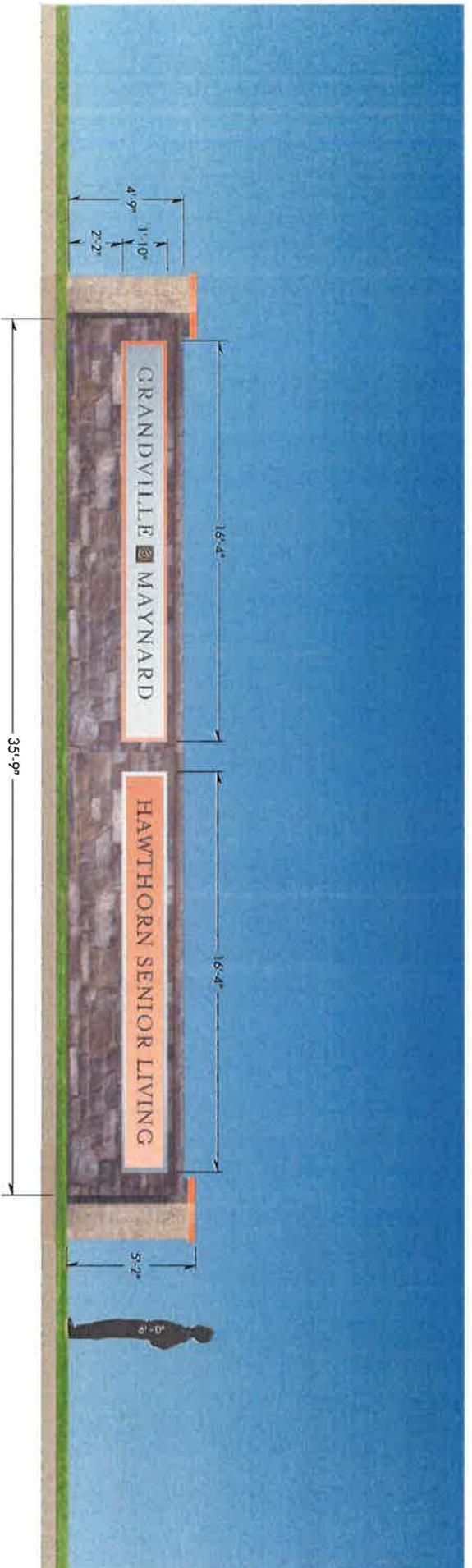
RETAIL GRAPHICS
Gamble Design LLC
154 Maplewood Avenue
Portsmouth, NH 03801
603.427.1300

ARCHITECTURE
C Design
250 Summer Street
Boston, MA 02210
617.848.9511

LANDSCAPE ARCHITECTURE
Waterman Design Associates
31 East Main Street
Westborough, MA 01581
508.366.6552

DRAWING TITLE
Primary Site/Tenant ID
Freestanding/LED Internal Illumination
Scale: as shown
11 July 2016

DRAWING N°
PID.1



RID Residential ID Elevation & Plan of Parker Street site entry
 1 Scale: 1/4" = 1'-0"

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CI Design
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 Boston MA 02210
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LANDSCAPE ARCHITECTURE
Waterman Design Associates
 31 East Main Street
 Westborough MA 01581
 ☎ 508.366.6552

DRAWING TITLE
Residential ID @ Parker St. site entry
 Free-standing/non-illuminated
 Scale: as shown
 11 July 2016

DRAWING N°
RID.1



MC.1 3D Perspective DAY VIEW, looking northwest from Parker Street intersection
 Scale: relative to image



NOTE: RETAIL LOGOS SHOWN AS POSSIBLE TENANTS FOR CONCEPT ONLY

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 31 East Main Street
 Westborough, MA 01581
 ☎ 508.366.6552

DRAWING TITLE
Site Entry Perspective Day View
 3D scaled rendering
 Scale: as shown
 11 July 2016

DRAWING N°
MC.1



PID Primary Site/Renovt ID LED Internal Illumination: Day View
 2 Scale: 3/4" = 1'-0"

NOTE: RETAIL LOGOS SHOWN AS POSSIBLE TRAVELER FOR CONCEPT ONLY

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 Boston, MA 02210
 P 617.848.9511

LANDSCAPE ARCHITECTURE
Walerton Design Associates
 31 East Main Street
 Waltham, MA 01581
 P 508.366.6552

DRAWING TITLE
 Primary Site/Renovt ID Day View
 Freestanding/LED Internal Illumination
 Scale: as shown
 11 July 2016

DRAWING Nº
PID.2D



MC
2

3D Perspective NIGHT VIEW looking northwest from Parker Street Intersection
Scale: relative to image



NOTE: RETAIL LOGOS SHOWN AS POSSIBLE TREATMENTS FOR CONCEPT ONLY

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Branding & Wayfinding*



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Gamble Design LLC
154 Maplewood Avenue
Portsmouth, NH 03801
/ 603.427.1300

ARCHITECTURE
Ci Design
250 Summer Street
Boston, MA 02210
/ 617.848.9511

LANDSCAPE ARCHITECTURE
Waterman Design Associates
31 East Main Street
Westborough, MA 01581
/ 508.366.6552

DRAWING TITLE
Site Entry Perspective Night View
3D scaled rendering
Scale: as shown
11 July 2016

DRAWING N°

MC.2



1D Primary Site/Renov ID LED Internal Illumination: Night View
 3 Scale: 3/4" = 1'-0"

MAYNARD
 COMMONS
 Retail Graphics
 Branding & Wayfinding

RETAIL GRAPHICS
 Gamble Design LLC
 154 Maplewood Avenue
 Portsmouth NH 03801
 T 603.427.1300

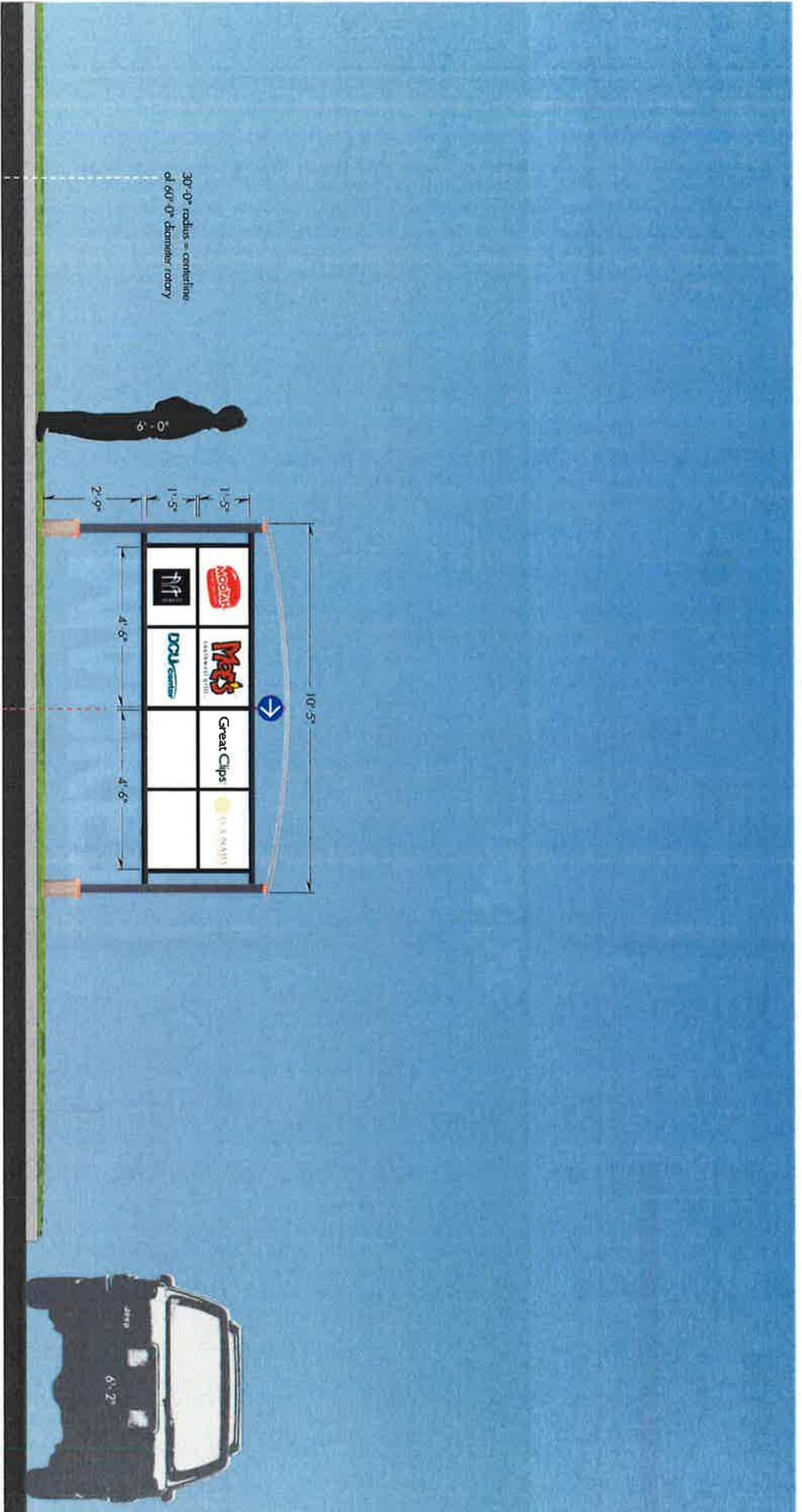
ARCHITECTURE
 CI Design
 250 Summer Street
 Boston MA 02210
 T 617.848.9511

LANDSCAPE ARCHITECTURE
 Waterman Design Associates
 31 East Main Street
 Westborough MA 01581
 T 508.366.6552

DRAWING TITLE
 Primary Site/Renov ID Night View
 Freehanding/LED Internal Illumination
 Scale: as shown
 11 July 2016

DRAWING N°
PID.3N

NOTE: RETAIL LOGOS SHOWN AS POSSIBLE EXAMPLES FOR CONCEPT ONLY



SID.1 Secondary Tenant ID Freestanding/LED Internal Illumination
Scale: 3/8" = 1'-0"

Note: center line of sign on 30'-0" radius

View at rotary
Scale: 3/8" = 1'-0"

NOTE: RETAIL LOGOS SHOWN AS POSSIBLE BRANDS FOR CONCEPT ONLY

**MAYNARD
COMMONS**
*Retail Graphics
Branding & Wayfinding*

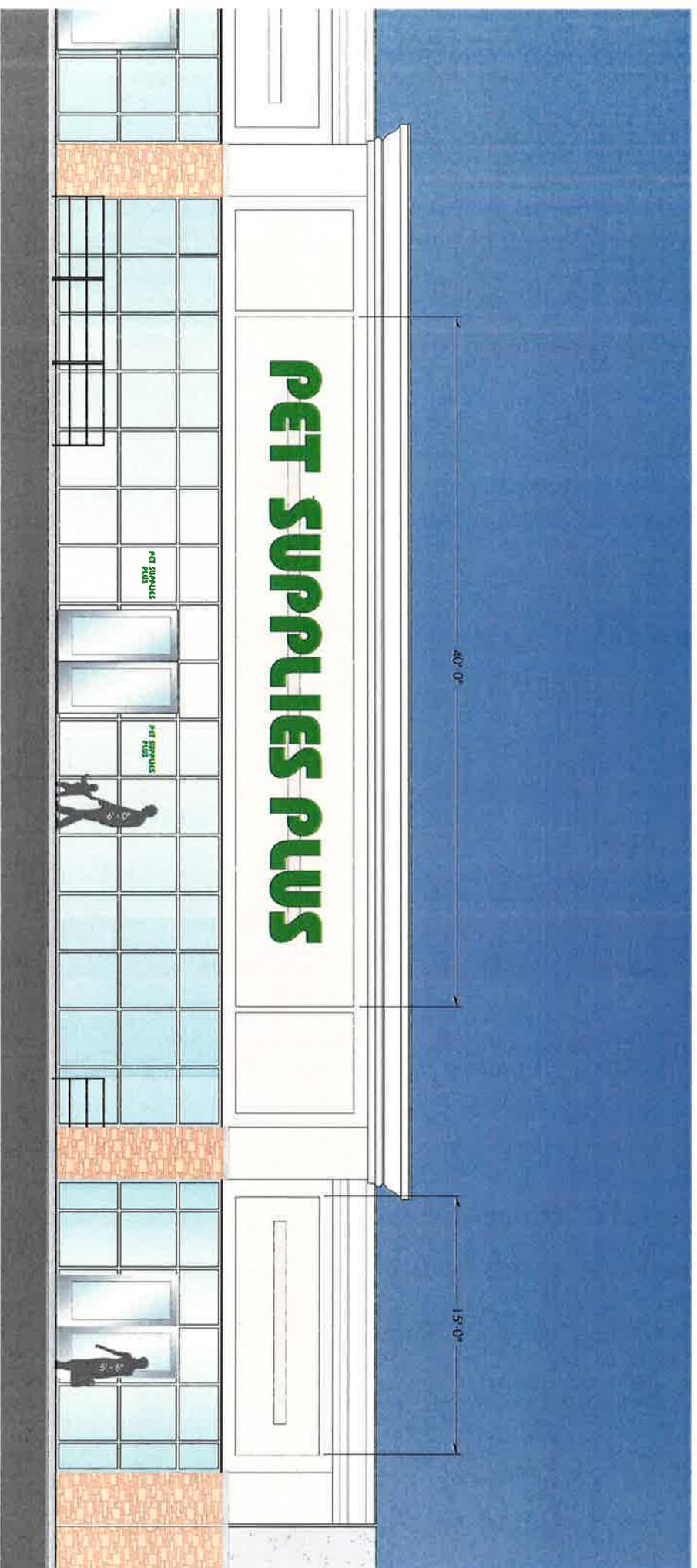
RETAIL GRAPHICS
Gamble Design LLC
154 Maplewood Avenue
Portsmouth, NH 03801
P 603.427.1300

ARCHITECTURE
CI Design
250 Sumner Street
Boston, MA 02210
P 617.848.9511

LANDSCAPE ARCHITECTURE
Wideman Design Associates
31 East Main Street
Westborough, MA 01581
P 508.366.6552

DRAWING TITLE
Secondary Tenant ID single-sided
Freestanding/LED Internal Illumination
Scale: as shown
11 July 2016

DRAWING N°
SID.1



210 Retail Storefront 1 Typical
 1 Scale: 3/16" = 1'-0"

**MAYNARD
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 Branding & Wayfinding*



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 Portsmouth NH 03801
 ☎ 603.427.1300

ARCHITECTURE
CI Design
 250 Summer Street
 Boston MA 02210
 ☎ 617.848.9511

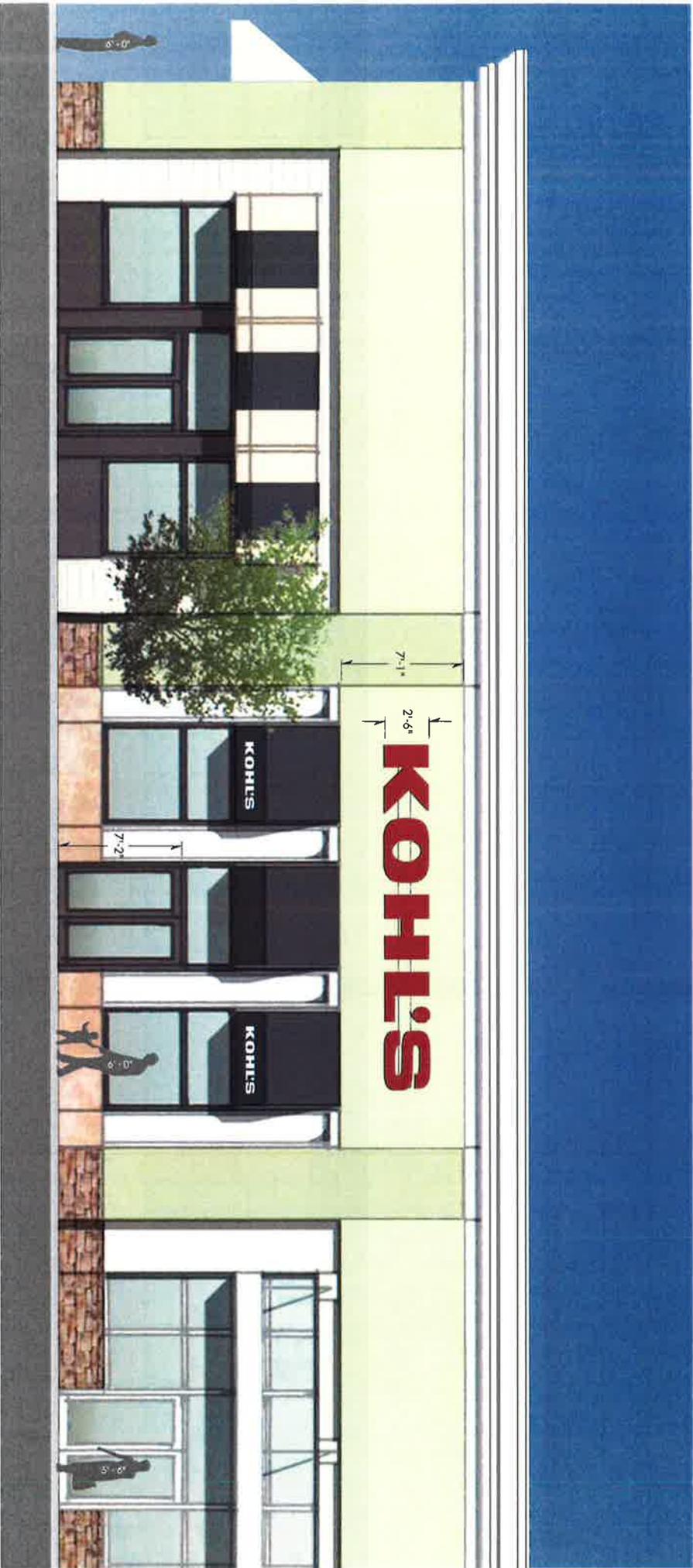
LANDSCAPE ARCHITECTURE
Waterman Design Associates
 31 East Main Street
 Westborough MA 01581
 ☎ 508.366.6552

DRAWING TITLE
Retail Storefront 1 Typical
 Location 3
 Scale: as shown
 11 July 2016

DRAWING №

210.1

NOTE: RETAIL LOGOS SHOWN AS POSSIBLE EXAMPLES FOR CONCEPT ONLY



210 Retail Storefront 2 Typical
 Scale: 3/16" = 1'-0"

**MAYNARD
 COMMAND**
*Retail Graphics
 Branding & Wayfinding*



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 Portsmouth, NH 03801
 ☎ 603.427.1300

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CI Design
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 Boston, MA 02210
 ☎ 617.848.9511

LANDSCAPE ARCHITECTURE
Waterman Design Associates
 31 East Main Street
 Westborough, MA 01581
 ☎ 508.366.6552

DRAWING TITLE
Retail Storefront 2 Typical
 Location: 210-2
 Scale: as shown
 11 July 2016

DRAWING N°

210.2

NOTE: RETAIL LOGOS SHOWN AS POSSIBLE TENANTS FOR CONCEPT ONLY



ZID Retail Storefront 3 typical
 Scale: 3/16" = 1'-0"

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 Portsmouth, NH 03801
 ☎ 603.427.1300

ARCHITECTURE
CI Design
 250 Summer Street
 Boston, MA 02210
 ☎ 617.848.9511

LANDSCAPE ARCHITECTURE
Waterman Design Associates
 31 East Main Street
 Westborough, MA 01581
 ☎ 508.366.6552

DRAWING TITLE
 Retail Storefront 3 typical
 Location: ZID-3
 Scale: as shown
 11 July 2016

DRAWING N°

ZID.3

NOTE: RETAIL LOGOS SHOWN AS POSSIBLE TEMPLATES FOR CONCEPT ONLY



210 Retail Storefront 4 & Primary Site ID comparative scale
 Scale: 3/16" = 1'-0"

Primary Site ID
 Scale: 3/16" = 1'-0"

NOTE: RETAIL LOGOS SHOWN AS POSSIBLE. TENANTS FOR CONCEPT ONLY.

**MAYNARD
COMMONS**

*Retail Graphics
Branding & Wayfinding*



BRANDING/WAYFINDING
Gamble Design LLC
 134 Maplewood Avenue
 Portsmouth, NH 03801
 ☎ 603.427.1300

ARCHITECTURE
CI Design
 250 Summer Street
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 ☎ 617.848.9511

LANDSCAPE ARCHITECTURE
Waterman Design Associates
 31 East Main Street
 Westborough, MA 01581
 ☎ 508.366.6552

DRAWING TITLE
Retail Storefront & Primary Site ID
 Comparative scale
 Scale: as shown
 11 July 2016

DRAWING N°
21D.4



31D "Pad" Retail Storefront 1 Typical
 1 Scale: 3/16" = 1'-0"

NOTE: RETAIL CROPS SHOWN AS POSSIBLE. TENANTS FOR CONCEPT ONLY.

**MAYNARD
 COMMONS**

*Retail Graphics
 Branding & Wayfinding*



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Gamble Design LLC
 154 Maplewood Avenue
 Portsmouth, NH 03801
 ☎ 603.427.1300

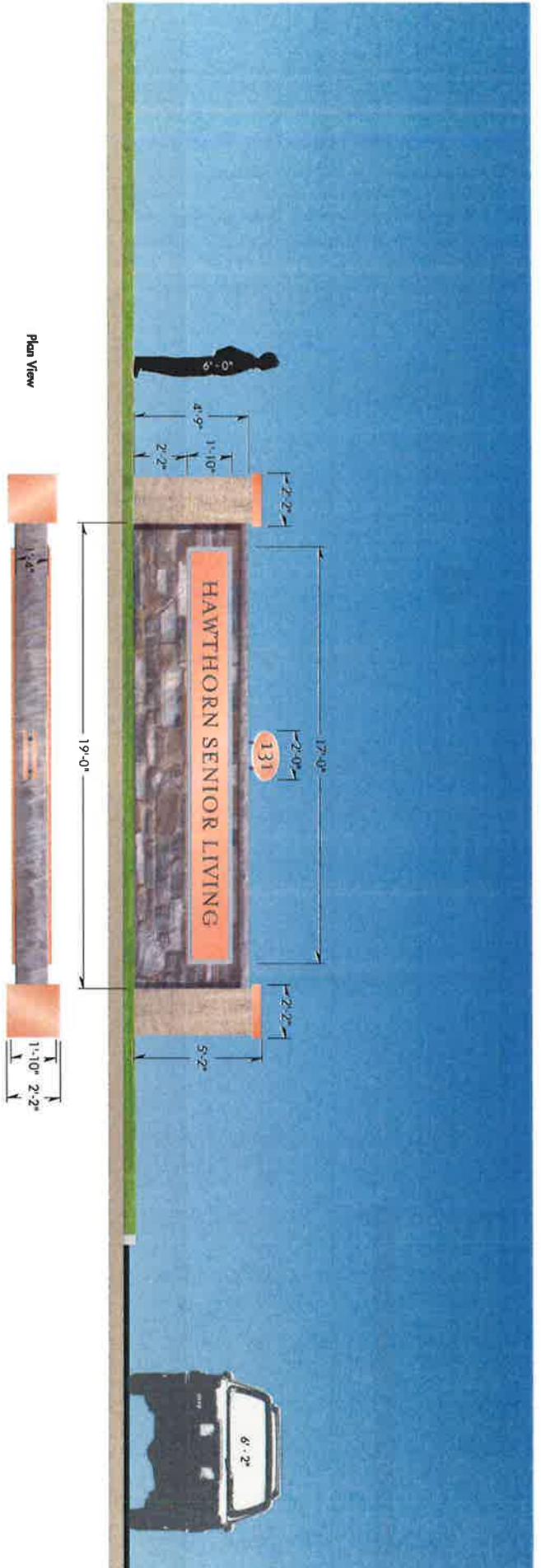
ARCHITECTURE
CI Design
 250 Summer Street
 Boston MA 02210
 ☎ 617.848.9511

LANDSCAPE ARCHITECTURE
Wolfeborn Design Associates
 31 East Main Street
 Westborough MA 01581
 ☎ 508.366.6552

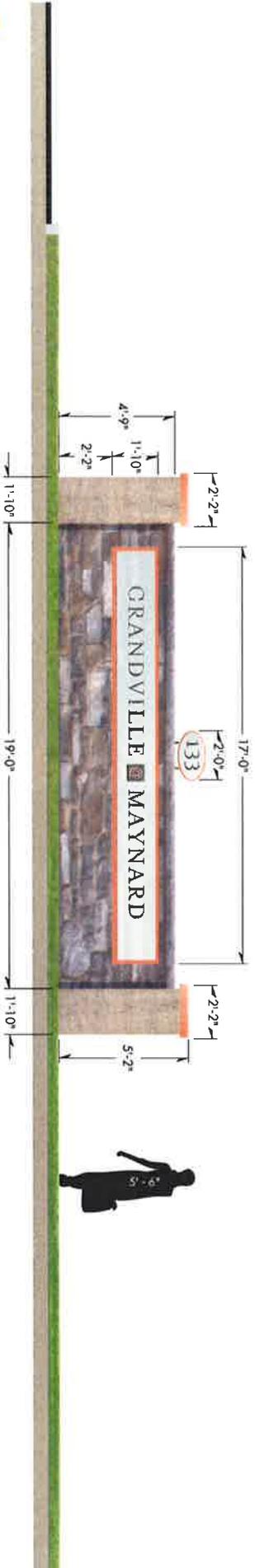
DRAWING TITLE
Retail "Pad" Storefront 1 Typical
 Location 10
 Scale: as shown
 11 July 2016

DRAWING N°

31D.1



RID 3 Hawthorne ID Elevation & Plan of building
Scale: 1/4" = 1'-0"



RID 2 Grandville ID Elevation of building
Scale: 1/4" = 1'-0"

**MAYNARD
COMMONS**
*Residential Graphics
Branding & Wayfinding*

RETAIL GRAPHICS
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Portsmouth, NH 03801
t: 603.427.1300

ARCHITECTURE
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Boston, MA 02210
t: 617.848.9511

LANDSCAPE ARCHITECTURE
Wheeman Design Associates
31 East Main Street
Westborough, MA 01581
t: 508.366.6552

DRAWING TITLE
Residential ID double-sided
Freestanding/non-illuminated
Scale: as shown
11 July 2016

DRAWING N°
RID.2-3

Exhibit “E”

Decision - Site Plan approval with Special Permits for Maynard Crossing (AKA 129 Parker Street)
Planning File #'s: PB16-11, PB 16-12, PB 16-13, PB 17-04, PB 17-08 and PB 17-09.

**Permit Regulations for Signage not
included in the Approved
Concept/Signage Plan**



Exhibit E

Sign Permit Regulations for Signage not included in the Approved Concept/Signage Plan

I. SIGNAGE

A. General Signage Guidelines

1. Sign Quantity: One (1) sign shall be allocated for each circular sign symbol indicated on the approved signage concept plan for a total of twenty-nine (29) building mounted wall signs of all types (Tier One, Tier Two and Tier Three) in aggregate. For each indicated Tier One sign symbol the developer may substitute up to three (3) Tier Two or five (5) Tier Three signs. For each indicated Tier Two sign symbol the developer may substitute two (2) Tier Three signs such that the total number of signs on site shall not exceed forty-nine (49) signs.
2. A wall sign attached to a building shall be securely affixed to a least one (1) of the walls of the building. The sign shall not project beyond the face of any other wall of the building or above the top of the wall to which it is attached, nor shall it be located on the roof of any building. In the case of a sign parallel to the wall, the sign shall not project more than twelve (12) inches. If the sign is attached to a parapet, it shall not exceed the height of the parapet. Signs shall be defined as text or corporate logos indicating a specific tenant.
3. Signs shall be composed of individual, internally lit, cut letters / text symbols or individual registered logos, mounted directly via raceway on the façade of the building. Signs shall not be composed of single box, painted plastic elements containing multiple letters or letters and logos.

B. Signage Types & Size

1. All signs shall be designated as either “Tier One”, “Tier Two” or “Tier Three” Signs, based on the following detail:
 - a. “Tier One” Sign: wall signs, composed of individual cut letters / text symbols, singular or in aggregate, per location indicated on the Concept Plan, except for the proposed supermarket building on which a sign shall not exceed one hundred fifty (150) square feet for each location / symbol as designated on the concept plan by a circular “1ID” symbol. Tier One signs shall be reserved for Tenants over 18,000 square feet.
 - b. The signage for the proposed supermarket building will be substantially in accordance with the Market 32 signage plan attached hereto and as approved by Town Meeting. The total square footage of the Market 32 signage shall not exceed two hundred fifty (250) square feet and is internally lit as depicted.
 - c. “Tier Two” Sign: wall signs, shall be installed in quantities and locations no greater than as indicated on the concept plan by a circular “2ID” symbol, with a size not to exceed ninety (90) square feet.

- d. "Tier Three" Sign: wall signs, shall be installed in quantities and locations no greater than as indicated on the concept plan by a circular "3ID" symbol, with a size not to exceed thirty-two (32) square feet. Rear building signage shall be limited to unlit tenant names and suite numbers on rear doors.
2. All signs shall be measured by taking the furthest outside points of the text or signage area and making a simple rectangle encompassing all elements of the sign. Such rectangle's area shall not exceed the allowed area per Tier indicated above.

C. Signage Lighting

1. Consistent with the ZBL, sign illumination lighting is permitted only during those hours in which the associated establishment is open to the public.
2. No sign shall move or flash or be designed to attract the eye by intermittent or repeated motions.
3. All signage lighting shall be dimmable.
4. Internally illuminated signage is subject to the following regulations:
 - a. Box style internally illuminated signage is prohibited.
 - b. Reverse channel internal lighted signage is prohibited facing Parker Street.
 - c. Reverse channel internal lighted signage is permitted in other locations within the project subject to restrictions as applicable within the ZBL, this Decision or other regulatory framework.