



CPC USE ONLY:  
Application #: HR037-24

## COMMUNITY PRESERVATION ACT

### Town of Maynard

#### FINAL APPLICATION FOR FUNDING

CPA application forms may be downloaded from our website at:  
<https://www.townofmaynard-ma.gov/273/Community-Preservation-Committee>

**Please submit copies by mail to:**

Community Preservation Committee

Maynard Town Hall

195 Main Street Maynard, MA 01754

Forms may also be submitted to the CPC Administrator: [cpcadmin@TownofMaynard.net](mailto:cpcadmin@TownofMaynard.net)

Historic Field House - Maynard Public Schools

11/15/2023

Project Title \_\_\_\_\_ Date Submitted \_\_\_\_\_

Priscilla Sandberg - MHC Chair

Michael Arria - Athletic Director

Applicant/Contact Person (please print) \_\_\_\_\_

Signature R. Ulleggen Maynard Historical Commission

Sponsoring Town or Committee \_\_\_\_\_

195 Main Street, Maynard, MA 01754

Mailing Address \_\_\_\_\_

histcom@townofmaynard.net 203-644-4967

Email \_\_\_\_\_ Telephone \_\_\_\_\_

x

CPA Category (check all that apply): Open Space \_\_\_\_\_ Historic Resources \_\_\_\_\_

Community Housing \_\_\_\_\_ Recreation x \_\_\_\_\_

TBD

50,000

Total Cost of Project \_\_\_\_\_ CPA Funds Requested \_\_\_\_\_

**PROJECT DESCRIPTION:** Provide answers to the questions listed below. A complete application must provide all relevant requested information. Include supporting materials and exhibits as needed.

1. **Goals:** What are the specific objectives of the proposed project? Who will benefit and why? How will success be measured?

The specific objective of this project is to hire a firm to conduct a feasibility study to determine the scope and size of a potential renovation/improvement to the field house. All sports teams will benefit from the use of this building if renovated and historically, it will remain the beautiful building for all of the community to enjoy.

2. **Community Need:** Why is this project needed? Does it address needs identified in existing Town or regional plans or non-profit organizations, or needs raised in community discussions?

The sports teams in Maynard do not have adequate field facilities to change, use the restrooms or meet indoors. With the renovation of this building, we can provide a resource to our athletes which will help them compete. In addition, the building is a prominent feature at the opening of our athletic fields. To restore the field house will show not only our town but our visiting teams the pride we have in both our buildings and our sports teams in Maynard.

3. **Community Support:** What is the nature and level of support and/or opposition for the project? In particular, with which Town Boards/Committees/Departments or community organizations have you consulted/collaborated.

The school as well as the athletic department have both shown tremendous support for the renovation of this building. We have attached a letter from the Superintendent of Schools with his support of the project.

4. **Budget:** What is the total budget for the project and how will CPA funds be spent? Provide written estimates to substantiate proposed costs. Include a 2- to 5-year budget, if appropriate. (NOTE: CPA funds may NOT be used for general maintenance purposes.)

While it is unknown at this time what the specific budget requirements will be, we are engaging with several contractors to determine the full extent and costs of the project. Subsequent general maintenance will be performed by the school.

5. **Funding:** What other funding sources are committed or under consideration?

Include any commitment letters or describes other efforts to secure funding for this project. Is there revenue potential for this project?

We are currently considering the Massachusetts Historic Preservation fund through the Massachusetts Historical Commission and the 1776 Fund, which may qualify if we pursue non profit designation. Additionally, we will be working with the booster club for the football and soccer teams for additional fundraising.

6. **Timeline:** What is the schedule for project implementation? Include a timeline for critical elements, expenditures, and receipt of other funds, if any.

The first part of the project will be an evaluation of the site. We are currently working to determine firms who may be able to perform this type of evaluation. After the evaluation is done, we will have more information on the timeline and costs of the overall project.

7. **Implementation:** Who will be responsible for implementing the project? Who will manage the project? Does the proposed project manager have relevant experience? Who else will be involved in project implementation and what arrangements have been made with them?

We plan to hire an outside third party to manage the construction.

Maynard, MA 01754

Dear Seller:

8. **Maintenance:** If ongoing maintenance is required, who will be responsible and how will it be funded? Please include a 5-year budget and documentation of commitment.

The Maynard Public School system has committed a maintenance resource for this project. Funds for that individual are already paid by the school system.

**ADDITIONAL INFORMATION** Provide the following additional information, if applicable:

9. **Further Documentation:** Show documentation that indicates your control over the site, such as a Purchase and Sale Agreement, option, or deed. Provide evidence of long-term deed restrictions where required for CPA funding.

10. **Feasibility Reports:** Provide feasibility reports, renderings, assessor's maps, or other relevant studies and materials. Photos, detailed design renderings, and supporting documents such as historic structural and existing conditions reports, also will be helpful in defining the parameters of your project.

11. **Zoning Compliance:** Provide evidence that the project does not violate any zoning by-laws or any other laws or regulations, including environmental concerns. Include a list of permits or approvals that may be needed.

12. **Other Information:** Include any additional information that might benefit the Community Preservation Committee in the evaluation of this project.

13. **Applicants with multiple requests:** Please prioritize your proposals.

**Conflict of Interest:** The CPC is governed by Massachusetts General Law Chapter 268A Conflict of Interest Law, which regulates the standards of conduct of all state, county and municipal employees and volunteers, whether paid or unpaid, full or part-time, intermittent or temporary.

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

**MAYNARD PUBLIC SCHOOLS**



3-R Tiger Drive  
Maynard, Massachusetts 01754

*Brian Haas  
Superintendent of Schools  
978-897-2222*

<https://www.maynard.k12.ma.us/>

November 6, 2023

Priscilla Sandberg  
Chair Maynard Historical Commission  
195 Main Street  
Maynard, MA 01754

AUTHORITY

Dear Priscilla:

I am writing to express my support for the proposed evaluation for rehabilitation of the Field House. As you know, the building would be a tremendous asset to our athletes and all the sports programs at our school. In addition, an improved building would also indicate to the town that we value our sports programs and the history of our sports programs.

Please don't hesitate to reach out with any additional questions.

Brian Haas  
Superintendent of Maynard Schools

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
MAYNARD SCHOOL DEPARTMENT  
AND  
TOWN OF MAYNARD**

This Memorandum of Agreement (hereinafter "Agreement") is made and entered into this 20th day of June by and between the Maynard School Department with a principal place of business at 3-R Tiger Drive, Maynard, MA 01754, acting by and through its School Committee (the "Department") and the Town of Maynard, a Massachusetts municipal corporation with a principal place of business at 195 Main Street, Maynard, MA 01754, acting by and through its Select Board (the "Town") (each party referred to as a "Party" and collectively referred to as the "Parties").

**AUTHORITY**

This Agreement is entered into pursuant to M.G.L. c. 40 § 4A and M.G.L. 71 § 37M, adopted by the Town pursuant to a Town Meeting vote on May 20, 2019, which provides for the consolidation of certain administrative functions of the Town and the Department, including maintenance functions. All obligations of the Parties are subject to availability of funds. This Agreement is subject to a vote of the Select Board with approval by the Town Administrator and a vote of the School Committee with approval by the Superintendent.

**PURPOSE**

This Agreement serves to allow the Town and the Department to engage in joint maintenance services for School property and sets forth the responsibilities of the Parties.

**TERM**

This Agreement shall commence upon execution, and be effective until June 30, 2026, unless sooner terminated.

**TERMINATION**

1. This Agreement may be terminated by either Party, without cause, upon Ninety (90) business days' written notice to the other Party.
2. If either Party fails to fulfill any material obligation or condition of this Agreement, the other Party has the right to terminate by providing sixty (60) days' notice of their intent to do so in accordance with the notice provisions set forth herein. Upon receipt of such notice, the other Party shall have the right to prevent termination by curing said failure within thirty (30) days and diligently and continuously pursuing such cure to completion within any additional time which may be necessary to affect such cure. Termination shall not release any Party from its obligation to pay all bills or sums due prior to termination, in accordance with this Agreement.
3. Upon termination of this Agreement, the Parties shall cease all activities associated

with this Agreement and shall promptly remove their respective property.

## RESPONSIBILITIES OF THE PARTIES

The areas of responsibility for the Department and Town are depicted on the map attached as Exhibit A hereto and incorporated herein, and as further described below.

The Department will, through its custodial staff, led by the Director of Building Operations, maintain the exterior and interior of all Department buildings. The Department buildings are limited to: Green Meadow Elementary School, Fowler Middle School, Maynard High School, the tennis courts, bleachers, basketball courts, track, overhead lighting and the sheds on the athletic fields as indicated on Exhibit A. The Department will also maintain any courtyards, exterior spaces, non-athletic fields, egresses to the Department buildings, as well as all landscaping, tree trimming, walkways – not abutting public ways, and grounds, said maintenance to include snow removal, snow blowing and shoveling of walkways not abutting public ways. The Department will rake or otherwise collect leaves into piles for collection by the DPW upon request.

The removal of large trees on all Department property, including athletic fields shall be the responsibility of the Department. The Department may engage an outside contractor or request the DPW to perform the service, provided that services performed by the DPW for large tree removal shall be compensated as set forth in Article III herein.

Snow removal, snow blowing and shoveling of interior walkways, not abutting public rights-of-way, pathways around schools for emergency fire escape routes, main entrances front and back, and loading docks, shall be the responsibility of the Department. Ice maintenance of high priority areas that are unable to be treated by snowplows shall be the responsibility of the Department. Time sensitive requests shall first be directed to Department personnel prior to requesting assistance from the Town, through its DPW.

The Department shall serve as permit issuer and authorize the use of areas within its Ownership. The Department, through the Superintendent or his/her designee, shall seek the assistance of the Town, through its DPW, for appropriate use of areas within the Department's responsibility.

The Town, through its DPW, shall maintain all parking lots adjacent to or designated for Department buildings, Tiger Drive, and sidewalks – abutting public ways. Such maintenance shall include snow removal and salting/dirt deposit, repair of cracks, potholes, etc., maintenance of lines, and maintenance signage (other than Department signs). Capital projects, including paving projects, shall be included in the annual capital requests of the Department as may be necessary.

The Town shall also be responsible for the maintenance of all athletic fields, including the field adjacent to the current Green Meadow Playground, as shown in Appendix A. Such maintenance shall include irrigation, mowing, leaf collection and removal, repair of any surfaces or structures, and/or snow removal, provided however, the Department shall remove fallen branches and trim small trees on the athletic fields. Athletic field line painting/application may be performed by the DPW, subject to payment as set forth herein. The Town shall apply best management

practices to achieve industry standard agronomics techniques when applicable, and subject to budget appropriation.

Copies of reports of inspections conducted by the Building Commissioner of vertical structures and facilities subject to official building codes shall be forwarded to the Superintendent or his/her designee.

## **COMPENSATION**

The Department shall employ a Director of Building Operations who shall devote his/her whole time to Department work, with the exception of special town projects which shall not equate to more than 15 percent of Director's time, annually, at the approval of the Superintendent. Any such hours spent on special projects will be reimbursed at the Director of Building Operation's hourly pay rate by the Town through transfers; the hourly pay rate for the Director, an exempt employee, shall be his/her annual salary divided by 2,080 hours (based on an average 40 hour workweek).

The Department agrees to reimburse the Town through school transfers to the DPW for all overtime performed by Town staff for athletic field line painting and large tree removal at the applicable overtime rate. At the request of, and if deemed necessary by, the Department, DPW will line the athletic fields under the Department's jurisdiction. Any lining of the aforementioned fields will be expensed to the Department at the overtime rate for one (1) DPW staff member. Any line painting that would be required for external organizations, such as youth soccer, etc., and is approved by the Department would be the responsibility of the external organization hosting the event, provided however, that the Department shall be responsible for any expenses incurred as a result of services by DPW, so long as the Department approves the expense in advance in writing, for which the Department may charge back to the external organization at its discretion. The Department may provide line painting supplies to the external organizations, upon request, and at their expense.

## **NOTICE**

All notices or communications permitted or required by this Agreement must be in writing to be delivered or mailed by certified mail, return receipt requested:

To the Town  
Town Administrator 195 Main  
Street  
Maynard, MA 01754

To the Department,  
Superintendent  
3-R Tiger Drive  
Maynard, MA 01754

## **MISCELLANEOUS**

1. This Agreement may not be modified or amended except in writing duly authorized and executed by both Parties.
2. No waiver of default or failure to perform any obligation under this Agreement shall be deemed a waiver of any other provision in this Agreement, and no waiver shall be

valid unless in writing and executed by the waiving party.

3. Each Party shall immediately, within not more than twenty-four (24) hours, notify the other Party of any emergency or condition which may affect its participation in or the carrying out of its responsibilities under this Agreement.
4. Employees or agents of either Party shall not be deemed to be agents or employees of any other Party for any purpose including, but not limited to, Workers' Compensation or unemployment insurance purposes.
5. If any provision of this Agreement is declared or found illegal, unenforceable or void, then the Parties shall be relieved of all obligations under the provision. The remainder of the contract shall be enforced to the fullest extent permitted by law.
6. The headings are used for reference only and shall not be a factor in the interpretation of this Agreement.
7. This Agreement shall supersede all other verbal and written Agreements and negotiations by the parties relating to performance of the obligations under this Agreement and contains the full and complete Agreement of the parties on this subject.
8. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute the same instrument. Scanned or electronic signatures shall be sufficient to bind the Parties.

Signatures on following page

IN WITNESS WHEREOF, the Parties have caused their proper representatives on the day and year first above written to execute this Agreement:

TOWN OF MAYNARD  
By its Town Administrator



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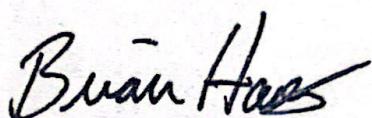
As authorized by Select Board vote dated:

**June 20, 2023**

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MAYNARD SCHOOL DEPARTMENT

By its Superintendent



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As authorized by School Committee vote dated:

**May 11, 2003**

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## Winter Map

- School grounds (School)
- School parking/roads (Town)

