



Summary of Property Management Services

Prepared for: Maynard Crossings LLC
Prepared By: Capital Group Properties
Date: August 4, 2021
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

Property Operations Manager: Calvin Hunter
apm@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
GENERAL RETAIL TENANTS	
Hours of Operation	Mon-Sunday 7:00am - 11:00pm
	Health Club (Only in R2 24-HR operation): Mon-Sun 24 hours a day Health Club/Fitness (all other locations) Mon-Sun 5:30am – 11:00pm
Delivery Hours	Mon-Fri 7:00am- 6:00pm Sat: 7:00am – 1:00pm No Sunday Deliveries
RESIDENTIAL AREA	
Hours of Operation	Mon-Friday 9:00am - 6:00pm
	Saturday 9:00am- 6:00pm
	Sunday 11:00am - 5:00pm
Delivery Hours	Mon-Fri 7:00am – 7:00pm (excludes food/takeout deliveries)

RESTAURANT TENANTS	
Hours of Operation	Sun-Thur 8:00am - 12:00am (or as permitted by liquor license)
	Friday & Saturday 8:00am - 1:00am (or as permitted by liquor license)
Delivery Hours	Mon-Fri 7:00am- 6:00pm Sat 7:00am – 1:00pm No Sunday Deliveries
GROCERY STORE TENANT	
Hours of Operation	Mon-Sunday 6:00am - 9:00 pm (open to public)
Delivery Hours	Monday through Friday 7:00am – 5:00pm Saturday 7:00am – 1:00pm No Sunday Deliveries Holidays: deliveries will not be permitted on holidays during which the supermarket is not open and operating Approximately 2 deliveries from semi trailer or smaller delivery vehicle. between 5:00pm – 1:00am
Employee Hours	Stock employees only: 11:00pm-7:30am General staff in building 24 hours
FAST FOOD TENANTS	
Hours of Operation	Mon-Sunday 5:00am – 11:00pm (R1,R5,R6,R7,R8) Mon-Sunday 7:00am – 11:00pm (R2,R3, R4, R9)
Delivery Hours	Mon-Sat 5:00am – 6:00pm (R1,R5,R6,R7,R8)* *Mon-Sat 3:00am – 5:00am for perishable deliveries (these deliveries must enter the site using the main entrance) Mon- Sat 7:00am – 7:00pm (R2,R3, R4, R9)
MISC GENERAL PROPERTY	
Site Lighting: Whole Property	See attached lighting plan
Site Lighting: Pylon	On at dusk, off at 11:30pm, on at 5:00am to dawn
Site Lighting: Building Signage	On at dusk, off at 11:30pm (or off at liquor permit required time)
Weather Events:	In event of snow or extreme weather event, Property Management Company will determine if necessary to turn on all site lighting during daytime hours for safety of all occupants of the plaza. Once weather event ends, schedule as listed above will resume.
Trash Pick Up Hours (including compactors):	Monday - Friday 7:00 am-5:00 pm
Trash Compactors:	Hours of Operation: Monday through Sunday 7:00am – 9:00pm

Transfer/Exchange of Compactor	Aside from the removal of a full container and the replacement of an empty container, both of which shall occur at the compactor container location, all additional compactor container transfer movements, exchanges and associated operations shall be performed within the area designated as "Compactor container switch out/drop off area" shown on the site plan entitled "Maynard Crossing – Lighting Hours Plan" dated 8-4-2021. Switch out/drop off area shall be indicated by posted signage to ensure clear direction for service providers.
Compactor Sound Limits	<p>Compactor operations will be limited to 7 AM to 9 PM. The compactor sound limit at the site property line shall be at ANSI recommended height of 5 feet, or at any habitable elevation at the nearest residences (i.e. such as second floor window locations). Compliance measurements shall be made outside of the minimum distances from reflective surfaces as per ANSI requirements and extrapolated to the proper limit location to demonstrate:</p> <ol style="list-style-type: none"> 1. No broadband sound pressure level of more than 10 dBA above the ambient, and/or 2. No "pure tone" condition. <p>Ambient is defined as the sound level that is not exceeded 90% of the time, or the L90 sound level, (i.e. conservatively assuming the quietest 6 minutes over any one hour) and the sound with the compactor operating with maximum potential usage rates over an hour as well.</p> <p>A "pure tone" condition occurs when any octave band sound pressure level from the facility exceeds both of the two adjacent octave band sound pressure levels by 3 dB or more during the monitoring period.</p> <p>The compactor was shown to be in compliance with its current operating configuration prior to this condition, so, the compactor is in compliance as of this approval of this condition. As a measure of effectiveness of the site to stay compliant with this requirement, 2 separate 24-hour sound studies, separated by 12 months, shall be conducted by the applicant. The first Test shall be conducted within 60 days of the effective date of the decision accompanying this modification. If the compactor equipment is replaced, one additional sound study shall be conducted to assure compliance with this requirement.</p>

- 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, complaint 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: _____

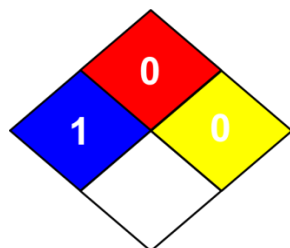
Safety Data Sheet

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
Ajax, Ontario
L1S 6L1

454 River Road
Glenmont, NY
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/cm³

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.



Recognized for
Safer Chemistry
www.epa.gov/dfe



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 offslush 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:



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:

Component # 02					
No.	Properties	Test Method	Typical Values	Specification	
				min	
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:

Component # 02					
No.	Properties	Test Method	Typical Values	Specification	
				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

SOUND/DECIBEL READING (5/28/08 - D09M-029)

[illegible]

PASS
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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.

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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 hazadous 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 sewered. 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.



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

By the

Board of Health of the Town of Maynard, Massachusetts

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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 devise 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**

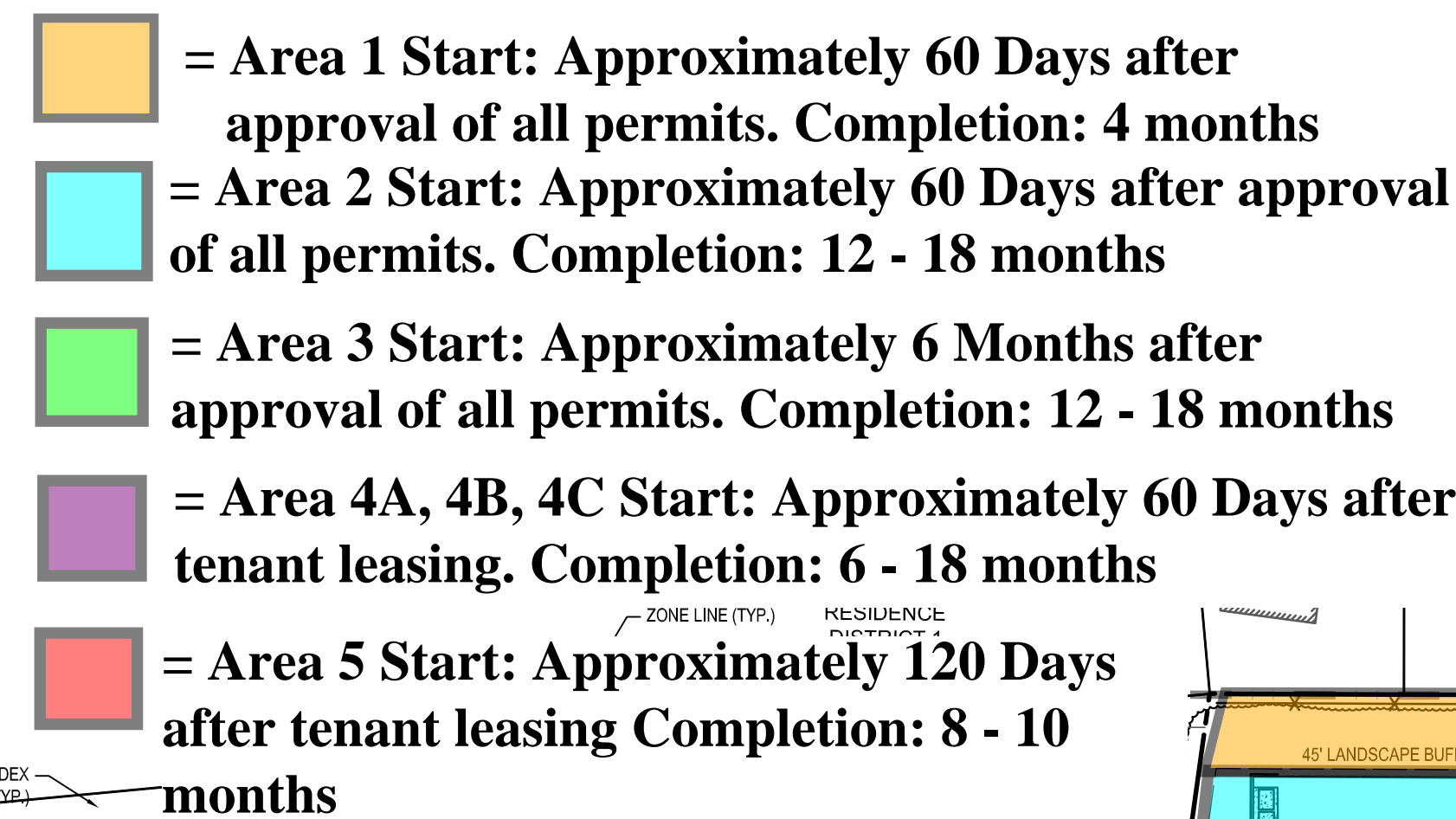
2017

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		



Construction Hours:
Mon-Fri = 7am - 5:30pm
Sat = 7am - 3pm
- No work on the 7 Federal Holidays.

ALL OFF SITE IMPROVEMENT WORK IN AREA 2

1. APPLICANT:
CAPITAL GROUP PROPERTIES
259 TURNPIKE ROAD, SUITE 100
TOWN-BOROUGH, MA. 01772

2. OWNER:
MAYNARD CROSSINGS JV, LLC
259 TURNPIKE ROAD, SUITE 100
TOWN-BOROUGH, MA. 01772
CONTACT: DANIEL RUIZ
508-228-1868
PERMITTING@CGP LLC.NET

3. PARCEL:
MAP #25 & LOT #152 & 152-1
PARCEL ID# 025.0-0000-0152.0
PARCEL ID# 025.0-0000-0152-0.1
129 PARKER STREET
TOWN OF MAYNARD
MIDDLESEX COUNTY, MASSACHUSETTS

ZONING ANALYSIS TABLE			
ZONING DISTRICT	INDUSTRIAL DISTRICT (I) NEIGHBORHOOD BUSINESS OVERLAY (NBOD) WATER SUPPLY PROTECTION DISTRICT- ZONE II		
ZONE CRITERIA	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT AREA	40,000 SF	2,537,370 SF (58.25 AC.)	2,523,431 SF (57.93 AC.)
MINIMUM LOT FRONTAGE	150 FT	929.3 FT	NO CHANGE
MAX. BUILDING COVERAGE	35%	13.8%	16.3%
MIN. FRONT SETBACK	50 FT / 300 FT / 1,000 FT (1)	889 FT	87.1 FT / 422 FT / 1,289 FT
MIN. SIDE SETBACK	30 FT / 100 FT (2) / 300(1)	89.9 FT (E)	59.3 FT / 89.9 FT (E) (5) / 659 FT
MIN. REAR SETBACK	30 FT / 100 FT (2)	20.3 FT (E)	20.3 FT (E) (6) / NA
MAX. BUILDING HEIGHT	40 FT / 50 FT OR 4 STORIES (3)	<40 FT	<40 FT / <50 FT
MIN. OPEN SPACE	30%	53.7%	38.8%
PARKING SPACES	1761	2193 (4)	1772
PARKING CARRIER (9x18.5)	APARTMENT UNITS: 180 UNITS @ 2 SPACES / UNIT = 360 SPACES CONTINUING CARE HOUSING UNIT: 143 UNITS @ 1 SPACE PER 2 UNITS + (1 SPACE / EMPLOYEE OF THE LARGEST SHIFT - 16) = 88 SPACES COMMERCIAL, BUSINESS, SALES/RETAIL SPACE: 278,540 SF @ 1 SPACE PER 225 SF = 1,238 SPACES MEDICAL OFFICE, CLINIC, DENTIST SPACE: 15,000 SF @ 1 SPACE PER 200 SF = 75 SPACES TOTAL PARKING SPACES = 360 SPACES + 88 SPACES + 1,238 SPACES + 75 SPACES = 1,761 SPACES		
ACCESSIBLE PARKING SPACES	28	-	55
ACCESSIBLE PARKING CRITERIA (STANDARD SPACE: 6x18.5 W/ 5' ACCESS AISLE) (VAN ACCESSIBLE SPACE: 6x18.5 W/ 8' ACCESS AISLE)	TOTAL PARKING OVER 1000 = 20 ACCESSIBLE SPACES FOR THE FIRST 1000 SPACES PLUS ONE ACCESSIBLE SPACE FOR EVERY ADDITIONAL 100 SPACES = (20/1000)*1000 + ((1100/75) = 28 TOTAL ACCESSIBLE SPACES REQUIRED VAN ACCESSIBLE SPACES: 1 / 6 SPACES		

E. EXISTING NON-CONFORMITY
N/A; NOT APPLICABLE

- (1) NO STRUCTURE GREATER THAN 40 FEET SHALL BE CLOSER THAN 300 FEET TO ANY RESIDENTIAL ZONE OR 1,000 FEET FROM A STATE NUMBERED HIGHWAY
- (2) INCREASE BY 70 FEET WHEN ABUTTING RESIDENTIAL DISTRICT OF WHICH 45 FEET SHALL BE LANDSCAPE OPEN SPACE
- (3) FOR CONTINUING CARE RETIREMENT COMMUNITY
- (4) BASED UPON YARD SURVEY AND AERIAL MAPPING
- (5) MIN. SIDE YARD SETBACK FOR PROPOSED BUILDING IS 100.5 FT
- (6) MIN. SIDE YARD SETBACK FOR PROPOSED BUILDING IS 70.4 FT

REVISIONS			
REV	DATE	COMMENT	B'Y
1	03/21/17	REMOVE CARRIAGE BLDG. (SHEETS 8-12 ONLY)	CF
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			


PRELIMINARY

PROJECT No.:	W16118
DRAWN BY:	BLC/CF
CHECKED BY:	NEM/JA
DATE:	02/15/2011
SCALE:	AS NOTED
CAD I.D.:	W161189SS

PROJECT: SITE
DEVELOPMENT
PLANS
FOR

CAPITAL GROUP
PROPERTIES
MAYNARD CROSSING

LOCATION OF SITE
MAP #25 & LOTS #152 & 152-1
129 PARKER STREET
TOWN OF MAYNARD
MIDDLESEX COUNTY
MASSACHUSETTS

 **BOHLER**
ENGINEERING

352 TURNPIKE ROAD
SOUTHBOROUGH, MA 01772
Phone: (508) 480-9900
Fax: (508) 480-9080
www.BohlerEngineering.com

J.A. KUCICH
PROFESSIONAL ENGINEER
MASSACHUSETTS LICENSE No. 41530
CONNECTICUT LICENSE No. 26177
RHODE ISLAND LICENSE No. 9616
MAINE LICENSE No. 12553

SHEET TITLE:

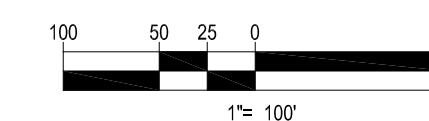
OVERALL SITE
PLAN

SHEET NUMBER:

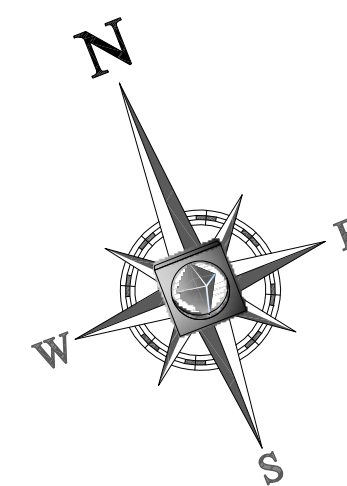
8

OF 35

REV 1 - 03/21/2017



Date: June 19, 2017



= Snow Storage Area

= Possible Snow Melter Locations

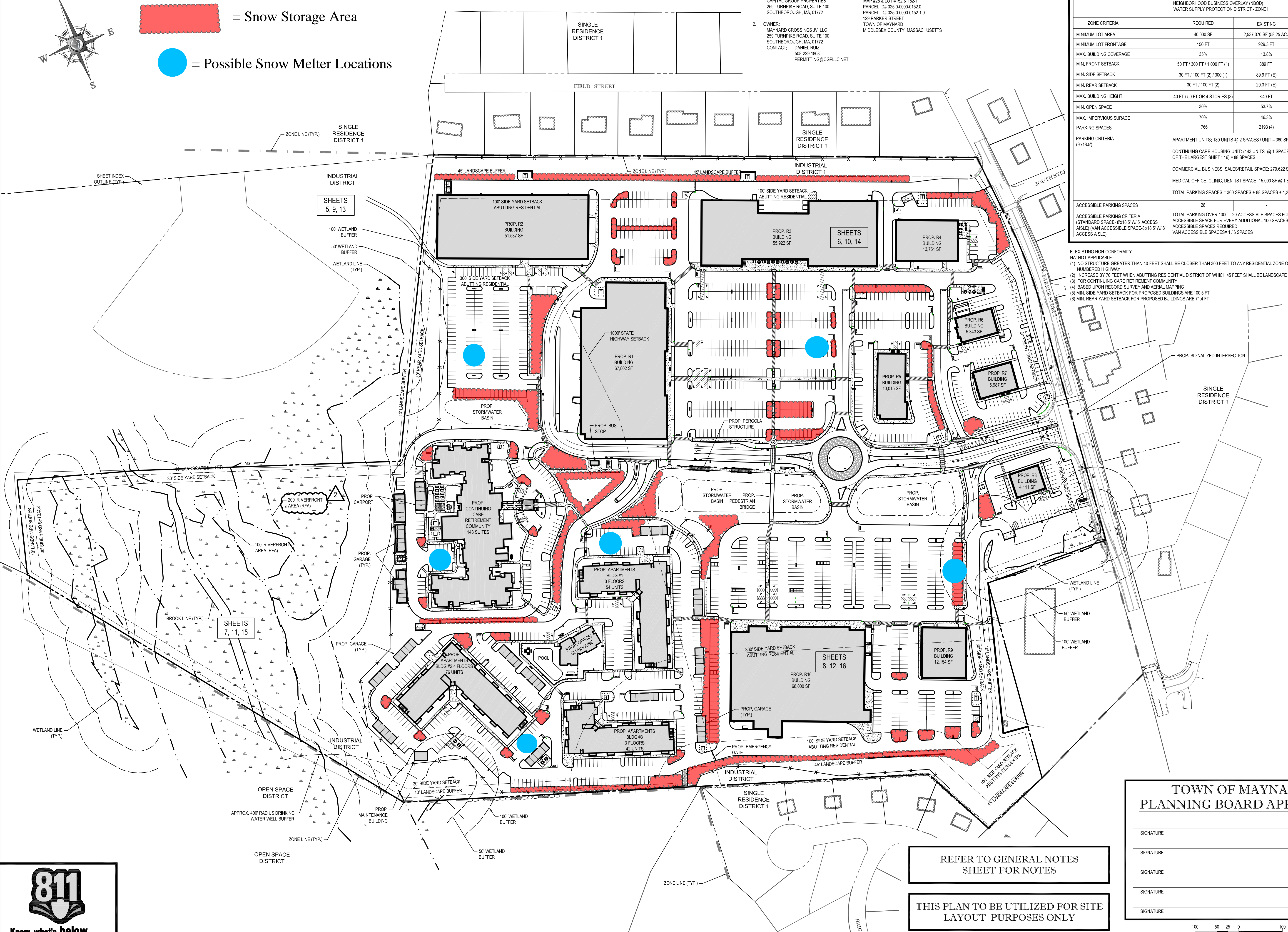
LAND USE / ZONING INFORMATION & NOTES

1. APPLICANT:
CAPITAL GROUP PROPERTIES
250 TURNPIKE ROAD, SUITE 100
SOUTHBOROUGH, MA 01772
2. OWNER:
MAYNARD CROSSINGS JV, LLC
250 TURNPIKE ROAD, SUITE 100
SOUTHBOROUGH, MA 01772
CONTACT: DANIEL RUIZ
508-229-1808
PERMITTING@CGPLLC.NET
3. PARCEL:
MAP #25 & LOT #152 & 152-1
PARCEL ID# 025-0-0000-0152-0
PARCEL ID# 025-0-0000-0152-1-0
129 PARKER STREET
TOWN OF MAYNARD
MIDDLESEX COUNTY, MASSACHUSETTS

ZONING ANALYSIS TABLE

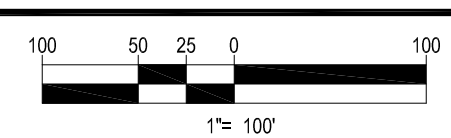
ZONING DISTRICT			
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MIN. REAR SETBACK	30 FT / 100 FT (2)	20.3 FT (E)	20.3 FT (E) (6) / NA
MAX. BUILDING HEIGHT	40 FT / 50 FT OR 4 STORIES (3)	<40 FT	<40 FT / <50 FT
MIN. OPEN SPACE	30%	53.7%	38.8%
MAX. IMPERVIOUS SURFACE	70%	46.3%	61.2%
PARKING CRITERIA (9x18.5)	1766	2193 (4)	1737
APARTMENT UNITS: 180 UNITS @ 2 SPACES / UNIT = 360 SPACES CONTINUING CARE HOUSING UNIT: (143 UNITS @ 1 SPACE PER 2 UNITS) + (1 SPACE / EMPLOYEE OF THE LARGEST SHIFT * 16) = 88 SPACES COMMERCIAL, BUSINESS, SALES/RETAIL SPACE: 279,822 SF @ 1 SPACE PER 225 SF = 1,243 SPACES MEDICAL OFFICE, CLINIC, DENTIST SPACE: 15,000 SF @ 1 SPACE PER 200 SF = 75 SPACES TOTAL PARKING SPACES = 360 SPACES + 88 SPACES + 1,243 SPACES + 75 SPACES = 1,766 SPACES			
ACCESSIBLE PARKING SPACES	28	-	55
ACCESSIBLE PARKING CRITERIA (STANDARD SPACE: 8'x18.5' W/ 5' ACCESS AISLE) (VAN ACCESSIBLE SPACE: 8'x18.5' W/ 8' ACCESS AISLE) TOTAL PARKING OVER 1000 = 20 ACCESSIBLE SPACES FOR THE FIRST 1000 SPACES PLUS ONE ACCESSIBLE SPACE FOR EVERY ADDITIONAL 100 SPACES = (20/1000)*1000 + (1/1000)*66 = 28 TOTAL ACCESSIBLE SPACES REQUIRED VAN ACCESSIBLE SPACES: 1/16 SPACES			

- E. EXISTING NON-CONFORMITY
NA: NOT APPLICABLE
(1) NO STRUCTURE GREATER THAN 40 FEET SHALL BE CLOSER THAN 300 FEET TO ANY RESIDENTIAL ZONE OR 1,000 FEET FROM A STATE NUMBERED HIGHWAY
(2) INCREASE BY 70 FEET WHEN ABUTTING RESIDENTIAL DISTRICT OF WHICH 45 FEET SHALL BE LANDSCAPE OPEN SPACE
(3) FOR CONTINUING CARE RETIREMENT COMMUNITY
(4) BASED UPON RECORD SURVEY AND AERIAL MAPPING
(5) MIN. SIDE YARD SETBACK FOR PROPOSED BUILDINGS ARE 100.5 FT
(6) MIN. REAR YARD SETBACK FOR PROPOSED BUILDINGS ARE 71.4 FT



TOWN OF MAYNARD PLANNING BOARD APPROVAL

SIGNATURE	DATE
SIGNATURE	DATE
SIGNATURE	DATE
SIGNATURE	DATE
SIGNATURE	DATE



REFER TO GENERAL NOTES
SHEET FOR NOTES

THIS PLAN TO BE UTILIZED FOR SITE
LAYOUT PURPOSES ONLY

BOHLER ENGINEERING

SITE PLAN AND CONSTRUCTION DOCUMENTS
LAND SURVEYING PROGRAM MANAGEMENT LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN PERMITTING SERVICES TRANSPORTATION SERVICES

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NEW YORK, NY
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NORTHERN VIRGINIA
SOUTHERN MARYLAND
SOUTH FLORIDA
DALLAS, TX

REVISIONS			
REV	DATE	COMMENT	BY
1	03/21/17	REMOVE CARRIAGE BLDG. (SHEETS 8-12 ONLY)	CFD
2	05/23/17	REV. PER TOWN COMMENTS	CFD
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PRELIMINARY

PROJECT No.: W161189
DRAWN BY: BLC/CFD
CHECKED BY: NEM/JAK
DATE: 02/15/2017
SCALE: AS NOTED
CAD I.D.: W161189S2

SITE DEVELOPMENT PLANS
FOR

CAPITAL GROUP PROPERTIES

MAYNARD CROSSING

LOCATION OF SITE
MAP #25 & LOTS #152 & 152-1
129 PARKER STREET (ROUTE 27)
TOWN OF MAYNARD
MIDDLESEX COUNTY
MASSACHUSETTS

BOHLER ENGINEERING

352 TURNPIKE ROAD
SOUTHBOROUGH, MA 01772
Phone: (508) 480-9900
Fax: (508) 480-9080
www.BohlerEngineering.com

J.A. KUCICH

PROFESSIONAL ENGINEER
MASSACHUSETTS LICENSE No. 41530
CONNECTICUT LICENSE No. 26177
RHODE ISLAND LICENSE No. 9816
MAINE LICENSE No. 12553

SHEET TITLE:
OVERALL SITE PLAN

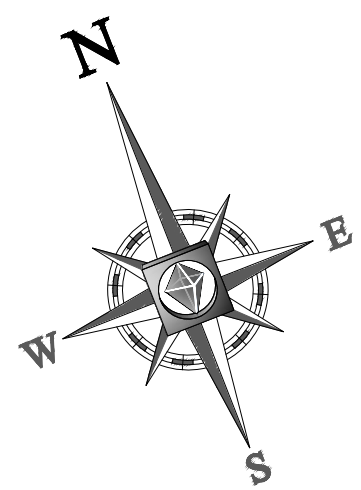
SHEET NUMBER:
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OF 35

REV 2 - 05/23/2017

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Know what's below.
Call before you dig.




 = Lighting Hours: On from 5am to dawn, on from dusk to 11:30pm


 = Lighting: Dusk to 11:30pm or at liquor permit required time

 = Dusk to Dawn Lighting

 = Security Lighting Pole Locations

 = Designated employee parking for overnight Market Basket personnel

 = Compactor switch out/drop off area

 = Downward facing wall-mounted security lighting

LAND USE / ZONING INFORMATION & NOTES

1. APPLICANT:
CAPITAL GROUP PROPERTIES
299 TURNPIKE ROAD, SUITE 100
SOUTHBOROUGH, MA, 01772
2. OWNER:
MAYNARD CROSSINGS JV, LLC
299 TURNPIKE ROAD, SUITE 100
SOUTHBOROUGH, MA, 01772
CONTACT: DANIEL RUIZ
508-229-1808
PERMITTING@CGPLLC.NET
3. PARCEL:
MAP #25 & LOT #152 & 152-1
PARCEL ID# 025-0-0000-0152-0
129 PARKER STREET
TOWN OF MAYNARD
MIDDLESEX COUNTY, MASSACHUSETTS

BOHLER ENGINEERING

SITE PLANNING, LANDSCAPE ARCHITECTURE, LAND SURVEYING, PROGRAM MANAGEMENT, TRANSPORTATION SERVICES, SUSTAINABLE DESIGN, PERMITTING SERVICES

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• SOUTH FLORIDA
• TEXAS, TX

REVISIONS			
REV	DATE	COMMENT	BY
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PRELIMINARY

PROJECT No.: W161189
DRAWN BY: CFD
CHECKED BY: NEM/JAK
DATE: 08/01/2019
SCALE: AS NOTED
CAD I.D.: W161189S18

SITE DEVELOPMENT PLANS FOR



MAYNARD CROSSING

LOCATION OF SITE
MAP #25 & LOTS #152 & 152-1
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RHODE ISLAND LICENSE No. 9816
MAINE LICENSE No. 1255

SHEET TITLE:

OVERALL SITE PLAN EXHIBIT

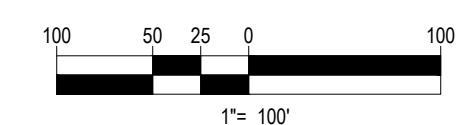
SHEET NUMBER:

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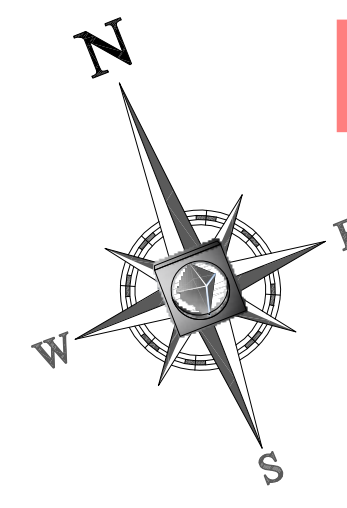
OF 1

REV 0 - 05/08/2020

THIS PLAN TO BE UTILIZED FOR SITE LAYOUT PURPOSES ONLY



Maynard Crossing - Lighting Hours Plan (8-4-2021)



Red box = Truck Delivery Access through north/main site entrance

Blue box = Truck delivery access through main site entrance

LAND USE / ZONING INFORMATION & NOTES

1. APPLICANT:
CAPITAL GROUP PROPERTIES
250 TURNPIKE ROAD, SUITE 100
SOUTHBOROUGH, MA 01772
CONTACT: DANIEL RUIZ
508-229-1808
PERMITTING@CGPLC.NET
3. PARCEL:
MAP #25 & LOT #152 & 152-1
PARCEL ID# 025-0-0000-0152-0
PARCEL ID# 025-0-0000-0152-1
129 PARKER STREET
TOWN OF MAYNARD
MIDDLESEX COUNTY, MASSACHUSETTS

ZONING ANALYSIS TABLE

ZONING DISTRICT		INDUSTRIAL DISTRICT (I) NEIGHBORHOOD BUSINESS OVERLAY (NBO) WATER SUPPLY PROTECTION DISTRICT - ZONE II	
ZONE CRITERIA	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT AREA	40,000 SF	2,537,370 SF (58.25 AC.)	2,523,431 SF (57.93 AC.)
MINIMUM LOT FRONTAGE	150 FT	929.3 FT	NO CHANGE
MAX. BUILDING COVERAGE	35%	13.8%	16.3%
MIN. FRONT SETBACK	50 FT / 300 FT / 1,000 FT (1)	889 FT	87.1 FT / 422 FT / 1,289 FT
MIN. SIDE SETBACK	30 FT / 100 FT (2) / 300 (1)	89.9 FT (E)	59.3 FT / 89.9 FT (E) (5) / 659 FT
MIN. REAR SETBACK	30 FT / 100 FT (2)	20.3 FT (E)	20.3 FT (E) (6) / NA
MAX. BUILDING HEIGHT	40 FT / 50 FT OR 4 STORIES (3)	<40 FT	<40 FT / <50 FT
MIN. OPEN SPACE	30%	53.7%	38.8%
MAX. IMPERVIOUS SURFACE	70%	46.3%	61.2%
PARKING SPACES	1766	2193 (4)	1737
PARKING CRITERIA (9x18.5)	APARTMENT UNITS: 180 UNITS @ 2 SPACES / UNIT = 360 SPACES CONTINUING CARE HOUSING UNIT: (143 UNITS @ 1 SPACE PER 2 UNITS) + (1 SPACE / EMPLOYEE OF THE LARGEST SHIFT * 16) = 88 SPACES COMMERCIAL, BUSINESS, SALES/RETAIL SPACE: 279,622 SF @ 1 SPACE PER 225 SF = 1,243 SPACES MEDICAL OFFICE, CLINIC, DENTIST SPACE: 15,000 SF @ 1 SPACE PER 200 SF = 75 SPACES TOTAL PARKING SPACES = 360 SPACES + 88 SPACES + 1,243 SPACES + 75 SPACES = 1,766 SPACES		
ACCESSIBLE PARKING SPACES	28	-	55
ACCESSIBLE PARKING CRITERIA (STANDARD SPACE: 8x18.5' W/ 5' ACCESS AISLE) (VAN ACCESSIBLE SPACE: 8x18.5' W/ 8' ACCESS AISLE)	TOTAL PARKING OVER 1000 = 20 ACCESSIBLE SPACES FOR THE FIRST 1000 SPACES PLUS ONE ACCESSIBLE SPACE FOR EVERY ADDITIONAL 100 SPACES = (20/1000)*1000 + (1/1000)*765 = 28 TOTAL ACCESSIBLE SPACES REQUIRED VAN ACCESSIBLE SPACES= 1/6 SPACES		

- E. EXISTING NON-CONFORMITY
NA: NOT APPLICABLE
(1) NO STRUCTURE GREATER THAN 40 FEET SHALL BE CLOSER THAN 300 FEET TO ANY RESIDENTIAL ZONE OR 1,000 FEET FROM A STATE NUMBERED HIGHWAY
(2) INCREASE BY 70 FEET WHEN ABUTTING RESIDENTIAL DISTRICT OF WHICH 45 FEET SHALL BE LANDSCAPE OPEN SPACE
(3) FOR CONTINUING CARE RETIREMENT COMMUNITY
(4) BASED UPON RECORD SURVEY AND AERIAL MAPPING
(5) MIN. SIDE SETBACK FOR PROPOSED BUILDINGS ARE 100.5 FT
(6) MIN. REAR YARD SETBACK FOR PROPOSED BUILDINGS ARE 71.4 FT



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OVERALL SITE PLAN

SHEET NUMBER:
8
OF 35

REV 2 - 05/23/2017

TOWN OF MAYNARD PLANNING BOARD APPROVAL

SIGNATURE	DATE
SIGNATURE	DATE
SIGNATURE	DATE
SIGNATURE	DATE
SIGNATURE	DATE

REFER TO GENERAL NOTES SHEET FOR NOTES

THIS PLAN TO BE UTILIZED FOR SITE LAYOUT PURPOSES ONLY

