



Select Board Minutes
Friday, June 14, 2023
9:00am

The Select Board Regular Meeting was held virtually in accordance with Chapter 2 of the Acts of 2023, An Act Making Appropriations for the Fiscal Year 2023 to Provide for Supplementing Certain Existing Appropriations and for Certain Other Activities and Projects, and signed into law on March 29, 2023, this meeting was conducted via remote participation.

Select Board participants:

Erin McBee, Charles Oliver, Don Ludwig, Kara Minar

Rich Maiore was absent. Vice Chair Erin McBee chaired the meeting

Town Department participants:

Town Administrator Tim Bragan, Assistant Town Administrator Marie Sobalvarro, Finance Director Jared Mullane and Executive Assistant Julie Doucet

FY23 Year End Transfers (Attachment A)

Jared Mullane shared a breakdown of the necessary transfers. He provided explanation on some of the notable items.

Kara Minar asked about funds allocated for an ARPA consultant. Mullane explained this funding is ongoing as annual reporting is required through 2026. She also asked what the cost for moving staff to the Hildreth House will be. Marie Sobalvarro said the estimate is \$3100 for a one day move.

Charles Oliver asked if these transfers would reduce our free cash. Mullane said it would not.

By a roll call vote, Minar – aye, Oliver – aye, Ludwig – aye, Mairoe – aye, the board voted unanimously to Ludwig approve transfers as highlighted by Finance Director Jared Mullane.

The meeting was adjourned at 9:15pm



Select Board Minutes
Tuesday, July 18, 2023
7:00pm

The Select Board Regular Meeting was held virtually in accordance with Chapter 2 of the Acts of 2023, An Act Making Appropriations for the Fiscal Year 2023 to Provide for Supplementing Certain Existing Appropriations and for Certain Other Activities and Projects, and signed into law on March 29, 2023, this meeting was conducted via remote participation.

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Town Department participants:

Town Administrator Tim Bragan, Assistant Town Administrator Marie Sobalvarro, Executive Assistant Julie Doucet

Additional participants:

Bonnie Chandler, Tom Cotton, Jim Lee, Pat Jennings

Board of Registrars appointment

Longtime resident Bonnie Chandler expressed her interest in serving to help with elections. By a roll call vote, McBee – aye, Ludwig – aye, Oliver – aye, Maiore – aye, Minar – aye, the board voted unanimously Bonnie Chandler to the Board of Registrars.

Harvard Conservation Trust restriction Mettacomett Path/Jacob Gates Rd

Trust members John Lee and Tom Cotton were present to explain the benefits of this restriction and answers any questions. They thanked the family for their patience through this process. The restriction includes 27 acres. By a roll call vote, McBee – aye, Ludwig – aye, Minar – aye, Oliver – aye, Maiore – aye, the board voted unanimously to approve the conservation restriction on Mettacomett Path and Jacob Gates Road as described.

Historical Society upcoming event

Pat Jennings announced the Historical Society is hosting a program to mark the 250th anniversary of the Boston Tea Party and Harvard's Elijah Houghton who was here. The event will be held on September 9th and they invite all to attend.

Minutes

By a roll call vote, McBee – aye, Ludwig – aye, Oliver – aye, Maiore – aye, the board voted unanimously to approve minutes from 6/6, 6/20 and 6/21.

Annual appointment corrections

Executive Assistant Julie Doucet outlined appointment terms that needed adjusting:

- Planning Board - John McCormack from one alternate to full three-year term
- Conservation Commission – Paul Willard to one year associate
- Historical Commission - Marjike Vallaeys to one year alternate

By a roll call vote, McBee – aye, Ludwig – aye, Oliver – aye, Maiore – aye, Minar – aye, the board voted unanimously to approve appointment corrections.

Staff Report/Updates (Attachment A)

Open Space Committee appointment

By a roll call vote, Minar – aye, McBee – aye, Ludwig – aye, Oliver – aye, Maiore – aye, the board voted unanimously to appoint Kerri Green to the Open Space Committee as Agricultural Advisory Committee member.

Resignation of Corey Dufresne from the Permanent Building Committee

The board recognized the departure of Corey Dufresne from the committee. They thanked him for his contributions.

FY24 Goals (Attachment B)

Rich Maiore asked his fellow board member if the draft goals were captured accurately. All agreed.

Review and discuss budget calendar for the 2024 annual town meeting

Town Administrator Tim Bragan reviewed the draft FY25 budget memorandum which included important dates for their consideration. They decided to move their second meeting in February to the 27th to avoid school vacation week. They discussed how the town election date will need to be adjusted due to the earlier town meeting. A date was not chosen.

After some discussion on how to handle the budget parameters they agreed to ask departments to submit two budgets; level funded and level service. This will allow for the proper amount of due diligent during a budget cycle that may prove to be challenging. All agreed this will allow for thoughtful consideration of choices that may be required.

Assistant Town Administrator Marie Sobalvarro created a new budget calendar format for easy reference. In addition, they reviewed the Capital Planning and Investment memorandum which required submission by September 1st.

Select Board Reports

Erin McBee reported the Planning Board is working on the Open Space Residential Design Bylaw for the fall town meeting. The proposed project on Ayer Rd is ongoing as well as the MBA Community Guidelines.

Executive Session per MGL Ch. 30A, s. 21(a)2

By a roll call vote, Minar–aye, Oliver – aye, McBee– aye, Ludwig – aye, Maiore – aye, the board voted unanimously to enter executive session at 8:00pm as per MGL 30A Sec. 21.2 To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel.

The meeting adjourned at 8:20pm.

Documents referenced:

Chandler vol form – dated 6.14.2023

CR materials – dated June 2023

Dufresne resignation – date 6.15.2023

SB Goals – FY24

Budget memos – dated 8.4.2023

CPIC memo – dated 8.6.2023

FY25 Budget calendar - draft

**OFFICES OF THE
SELECT BOARD
TOWN ADMINISTRATOR**

13 Ayer Road, Harvard, Massachusetts 01451
(978) 456-4100

www.harvard-ma.gov
(978) 456-4107 fax



CERTIFIED MAIL

July 13, 2023

Kristopher Osgood and
Kelley Osgood
77 Old Shirley Road
Harvard, Massachusetts 01451

Dear Mr. and Ms. Osgood:

This communication is being written on behalf of the Animal Control Officer and the Harvard Select Board's office and relates to an instance involving two dogs (Otis and Milo), housed on your property and owned by Jennifer Rulka and Cody Osgood, on June 23, 2023.

As the owner of the property you are considered, under the Massachusetts General Laws and the town's Bylaws, to be the keeper of the dogs and as such you are liable for the actions of the dogs while living with you. We have received a complaint about Otis and Milo leaving your property, uncontrolled, and attacking a town resident. This is a serious issue and violates various sections of our bylaws. Having had a licensed dog previously, you are aware of the Town's dog bylaws and the fact that they do not have to be leashed, but do have to be under your control all of the time. You are responsible for preventing the dogs from becoming a nuisance or dangerous. In this instance the dogs you are keeping/housing attacked a town resident and bit them repeatedly. This easily rises to your dogs being considered dangerous.

The complaint was made to the Animal Control Officer, Mr. Willard, and he has, acting within the laws of the Commonwealth of Massachusetts and the Town of Harvard, ordered you to restrain your dogs to your property (77 Old Shirley Road). Your failure to comply with this order will mean that the Animal Control Officer will have the authority to confiscate and impound the dogs. This order is in place until a hearing before the Select Board can take place.

The Select Board, in accordance with the bylaw, will hold a hearing, on August 8, 2023 at 7:30PM, to determine if these dogs are dangerous and what actions need to be taken. You should know the Board has broad authority under Massachusetts General Laws, to have the dogs permanently restrained to your property, via any means necessary, or they can order them euthanized.

You are also being fined \$50 for each dog (\$100 total) per section 24-5 of the Bylaw, and an additional \$90 (\$15 for not licensing and \$15 per month for two months per dog) as it has been determined that the dogs have been in town at least two months and are unlicensed. These fines

are payable to the Town of Harvard and you have 30 days to pay them.

I have worked with the Town's legal counsel and the Animal Control Officer on this issue in order to come up with this appropriate and legally responsive action.

Please contact me at telephone number 978-456-4100 x. 313 or via e-mail at tbragan@harvard.ma.us, should you need any further information about this matter.

Sincerely,



Timothy P. Bragan
Town Administrator

cc: Select Board
Animal Control Officer
Town Clerk
Town Counsel
File ✓

Dog complaint

Date: July 12, 2023

Complainant information

Name: Libby Levison, 15 Old Shirley Road

Phone: [REDACTED]

Email: [REDACTED]

Date and time of incident: June 23, 2023, approximately 9:15am

Location of incident: 77 Old Shirley Road, Harvard

Description:

On 6/23/23, I took my daily walk along Old Shirley Road. As I approached 77 Old Shirley Road, the two dogs I know that are currently living there began to bark, as they have in the past. When I looked up, I saw the dogs were in a different part of the yard than they normally are. Then the dogs ran towards me, still barking, and they attacked me on the road. The dogs did not respond to my shouts of "No" and "Down". There was a dog on each side of me, biting. I was able to flag down a passing car and got on the other side of the car. At about that time, I heard a woman yelling and a woman and man showed up and got the dogs.

I had bites on both forearms and left leg (I later also realized I had bites on my right leg). My shorts were torn. I told the two people that I was calling 911; they agreed.

Both the Police and Ambulance arrived. The Ambulance crew treated my bites and took me to Nashoba Medical Center for additional care.

Dog information

Dogs' names: Milo and Otis

Dog Owner information:

Owners: I believe the dogs are owned by Cody Osgood and Jennifer Rulka

Address: 77 Old Shirley Road

Phone: Jennifer Rulka: [REDACTED]

Complaint:

Based on the Commonwealth of Massachusetts' definition of a Dangerous dog (see below), I believe both of these dogs to be "Dangerous dogs" and I hereby request a Dog hearing.

"Dangerous dog", a dog that either: (i) without justification, attacks a person or domestic animal causing physical injury or death; or (ii) behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury or death to a person or to a domestic or owned animal.

Signed: Libby Levison, July 12, 2023



Harvard Police Department
Incident Report

Incident #: 23HAR-125-OF
Call #: 23-39424

Date/Time Reported: 06/23/2023 0922
Report Date/Time: 06/23/2023 1004
Occurred Between: 06/23/2023 0922-06/23/2023 1004
Status: No Crime Involved

Reporting Officer: PATROL OFFICER AARON CAVANAUGH
Approving Officer: SERGEANT MATTHEW CALLAHAN

Signature: _____

Signature: _____

EVENTS(S)

LOCATION TYPE: Residence/Home/Apt./Condo Zone: HAR - NORTH SIDE
OSGOOD, KRISTOPHER & KELLY
77 OLD SHIRLEY RD
HARVARD MA 01451

1 DOG BITE

VICTIM(S) SEX RACE AGE SSN PHONE

1 LEVISON, ELIZABETH C
15 OLD SHIRLEY RD
HARVARD MA 01451-0000

F W

[Redacted]

ETHNICITY: Not of Hispanic Origin
RESIDENT STATUS: Resident
VICTIM CONNECTED TO OFFENSE NUMBER(S): 1
CONTACT INFORMATION:
CallBack Number (Primary) [Redacted]

PERSON(S) PERSON TYPE SEX RACE AGE SSN PHONE

1 RULKA, JENNIFER
77 OLD SHIRLEY RD
HARVARD MA 01451

WITNESS

F W

[Redacted]

CONTACT INFORMATION:
Home Phone (Primary) [Redacted]

NARRATIVE FOR PATROL OFFICER AARON J CAVANAUGH

Ref: 23HAR-125-OF

Entered: 06/23/2023 @ 1117

Entry ID: AJC808

Modified: 06/23/2023 @ 1146

Modified ID: AJC808

Approved: 06/24/2023 @ 1817

Approval ID: MDC816

On Friday, June 23, 2023 I, Harvard Police Officer Aaron Cavanaugh was dispatched to 77 Old Shirley Road at approximately 0922 hours with Officer Genetti for a report of a female that was bitten by two dogs. Upon arrival with Harvard EMS, and Officer Genetti I observed a female seated on the front porch with deep lacerations on both her right forearm and left forearm. The two dogs that were attacking the female were inside the home upon arrival. The female was later identified as Elizabeth Levison, and also showed EMS a deep laceration on her left thigh. Levison was treated by EMS and transported to Nashoba Valley Hospital for an evaluation. Levison stated she was out walking on Old Shirley Road towards Prospect Hill Road when she saw the dogs barking on the lawn and the dogs ran up her and started to attack her. Levison stated she was calling for help when the owner of the dogs ran over to assist her and put the dogs back inside the home.

I spoke with the owner of the two dogs identified as Jennifer Rulka. Rulka informed me her two dogs were outside and the fence was accidentally left open and the two dogs (Coon Hounds, named Milo and Otis) got out. Rulka also stated her husband (Cody Osgood) is a co-owner of the dogs. Rulka also showed me a copy of the veterinarian paperwork (see attached) showing that both dogs are currently up to date on their rabies vaccines. Milo's rabies vaccine is valid until 3/6/2026, and Otis's rabies vaccine is valid until 9/29/2025. It should be noted that Rulka stated that she had not yet registered the dogs with the Town of Harvard as she was still in the process of formally moving to Harvard.

Assistant Animal Control Officer Anne Bamford also arrived on scene and I informed her I would provide her with a copy of this report later today. She informed Rulka to keep the dogs quarantined inside the home until further notice.

RABIES VACCINATION CERTIFICATE
NASPHV FORM 51 (revised 2007)

Owner's Name & Address Print Clearly		RABIES TAG # none	
LAST FIRST M.I.		MICROCHIP #	
Rulka Jennifer		TELEPHONE # [REDACTED]	
NO. STREET		CITY STATE ZIP	
2309 Camelot Court		Helmetta NJ 08828	
SPECIES	AGE	SIZE	PREDOMINANT BREED
Dog <input checked="" type="checkbox"/>	4 Months <input type="checkbox"/>	Under 20 lbs. <input type="checkbox"/>	Rhodesian Ridgeback
Cat <input type="checkbox"/>	Years <input checked="" type="checkbox"/>	20 - 50 lbs. <input type="checkbox"/>	PREDOMINANT COLORS/MARKINGS red/brown
Ferret <input type="checkbox"/>	SEX <input checked="" type="checkbox"/> Male	Over 50 lbs. <input checked="" type="checkbox"/>	
Other: <input type="checkbox"/> (specify)	<input type="checkbox"/> Female		
	<input checked="" type="checkbox"/> Neutered		ANIMAL NAME
Animal Control License	1 Yr <input type="checkbox"/> 3 Yr <input checked="" type="checkbox"/> Other <u>0 months</u>		Otis
DATE VACCINATED	Product Name: Rabies 3yr	Veterinarian's Name:	
09/29/22	Manufacturer: MER	Kaitlyn Palmiotto, D.V.M.	
Month / Day / Year	(First 3 letters)	License Number: 29VI00764300	
NEXT VACCINATION DUE BY:	<input type="checkbox"/> 1 Yr USDA Licensed Vaccine	Kaitlyn Palmiotto	
09/29/25	<input checked="" type="checkbox"/> 3 Yr USDA Licensed Vaccine	Veterinarian's Signature	
Month / Day / Year	<input type="checkbox"/> 4 Yr USDA Licensed Vaccine	Address:	
	<input type="checkbox"/> Initial dose <input checked="" type="checkbox"/> Booster dose	MobileVetMD	
	18405	22 Water Street	
	Vaccine Serial (lot) Number	Englishtown, NJ 07726	
		(732) 387-7977	

RABIES VACCINATION CERTIFICATE
NASPHV FORM 51 (revised 2007)

Owner's Name & Address Print Clearly		RABIES TAG # 1434	
LAST FIRST M.I.		MICROCHIP # 933000320474494	
Rulka Jennifer		TELEPHONE # [REDACTED]	
NO.	STREET	CITY	STATE ZIP
2309	Camelot Court	Helmetta	NJ 08828
SPECIES	AGE	SIZE	PREDOMINANT BREED
Dog <input checked="" type="checkbox"/>	2 Months <input type="checkbox"/>	Under 20 lbs. <input type="checkbox"/>	Treeing Walker Coonhound
Cat <input type="checkbox"/>	Years <input checked="" type="checkbox"/>	20 - 50 lbs. <input checked="" type="checkbox"/>	
Ferret <input type="checkbox"/>	SEX <input checked="" type="checkbox"/> Male	Over 50 lbs. <input type="checkbox"/>	PREDOMINANT COLORS/MARKINGS
Other: <input type="checkbox"/>	<input type="checkbox"/> Female		black and tan
	<input type="checkbox"/> Neutered		
Animal Control License <input type="checkbox"/> 1 Yr <input checked="" type="checkbox"/> 3 Yr <input type="checkbox"/> Other <u>0 months</u>		ANIMAL NAME	
DATE VACCINATED		Milo	
03/06/23	Product Name: Rabies 3yr	Veterinarian's Name: Kaitlyn Palmiotto, D.V.M.	
Month / Day / Year	Manufacturer: (First 3 letters) M E R	License Number: 29VI00764300	
NEXT VACCINATION DUE BY:	<input type="checkbox"/> 1 Yr USDA Licensed Vaccine	<i>Kaitlyn Palmiotto</i>	
03/06/26	<input checked="" type="checkbox"/> 3 Yr USDA Licensed Vaccine	Veterinarian's Signature	
Month / Day / Year	<input type="checkbox"/> 4 Yr USDA Licensed Vaccine	Address: MobileVetMD	
	<input type="checkbox"/> Initial dose <input checked="" type="checkbox"/> Booster dose	22 Water Street	
	Vaccine Serial (lot) Number 18405	Englishtown, NJ 07726	
		(732) 387-7977	

CURRENT OWNER		UTILITIES		STRT/ROAD		LOCATION	
OSGOOD, KRISTOPHER B & KELLEY	1 Level	5 Well	3 Med Traffic				
	2 Rolling	6 Septic	6 Paved				
			1 Two Way				
SUPPLEMENTAL DATA							
Alt Prcl ID 1250120001600000							
House Col NATURAL							
Field Chcc							
77 OLD SHIRLEY RD		M_192479_918910		Assoc Pld#			
HARVARD MA 01451							

RECORD OF OWNERSHIP		BK-VOL/PAGE		SALE DATE		Q/U		V/I		SALE PRICE		VC	
OSGOOD, KRISTOPHER B & KELLEY M	20823	0288	12-21-1998	U		115,000	00						
SETZCO, WALTER	3582	0470	04-27-1954	U	I	0							
Total													

EXEMPTIONS		OTHER ASSESSMENTS	
Year	Description	Code	Description
		Amount	Number
		Amount	Amount
		Comm Int	

ASSESSING NEIGHBORHOOD		NOTES	
Nbhd	B	Tracing	Batch
1			
TEAR DOWN 1999			

BUILDING PERMIT RECORD		VISIT / CHANGE HISTORY	
Permit Id	Issue Date	Type	Description
11-297	12-19-2011	RS	Residential
03-149	09-15-2003	AD	Addition
99-048	05-31-1999	NC	New Construct
		Amount	Insp Date
		% Comp	Date Comp
		Site Adj	Size Adj
		Unit Price	Land Units
		Land Units	Land Type
		Zone	Description
		Use Code	Description

LAND LINE VALUATION SECTION		BUILDING PERMIT RECORD		VISIT / CHANGE HISTORY	
B	Use Code	Zone	Description	Land Units	Unit Price
1	1010	AR	Single Fam	1.500	225,000.00
1	1010	AR	Single Fam	1.860	15,000.00
Total Card Land Units		Parcel Total Land Area		3.36 AC	
Total Card Land Units		Parcel Total Land Area		3.36 AC	

PREVIOUS ASSESSMENTS HISTORY		CURRENT ASSESSMENT		LOCATION	
Year	Code	Assessed	Year	Code	Assessed
2023	1010	454,000	2022	1010	338,600
	1010	277,000	2021	1010	272,200
	1010	200	200	1010	200
Total		731,200		731,200	

APPRAISED VALUE SUMMARY		VALUATION METHOD	
Appraised Bldg. Value (Card)	454,000	Appraised Parcel Value	731,200
Appraised Xf (B) Value (Bldg)	0	Valuation Method	C
Appraised Ob (B) Value (Bldg)	200		
Appraised Land Value (Bldg)	277,000		
Special Land Value	0		
Total Appraised Parcel Value	731,200		

VISION

125 HARVARD, MA

This signature acknowledges a visit by a Data Collector or Assessor

7. **WRITTEN COMMUNICATIONS.** The Chair will have any written communication received from the public read into the record at this time. Any such written communications received after the hearing is closed will not be accepted as part of the hearing record.
8. **CLOSE THE PUBLIC PARTICIPATION PORTION OF THE HEARING.** At the conclusion of the reading of the written communication the Chair will ask for a vote to close the public participation portion of the hearing.
9. **BOARD DELIBERATIONS.** Once public input is received via 4,5,6 and 7 above the Board will then begin deliberations regarding the proposed plan/project. The Board may wish to begin deliberations immediately or continue the hearing to a date and time specific in the future. During the deliberations portion of the hearing the Board may ask clarifying questions of the applicant.
10. **BOARD DECISION.** The final act by the board will be a call for a vote followed by the Board voting in favor or against the matter. The Board's decision may be based only upon information received during the hearing and matters of common knowledge to the Board.

PROCEDURE FOR CONDUCTING DOG HEARINGS

A written complaint must be filed with Select Board. The complaint should describe and name the dog and fully identify the owner. The complaint should further specify why and how the dog is considered to be vicious. Specify all times, dates and reasons.

Upon receipt of a request for a hearing, the hearing will be included in the agenda for a regular meeting. The Executive Assistant will notify the Dog Officer and all involved persons.

Hearings will be held in open session. The procedure for conducting a hearing is as follows:

1. Read complaint - fully identify and describe dog, present picture when available. Note: that the hearing is being conducted under Chapter 140 of the MGL's.
2. Swear in the complainant that all information and statements are the whole truth and nothing but the truth.
3. Hear reports from dog officer and/or health officer make sure dog are fully identified here.
4. Take testimony from complainants - directly question as to why dog is considered vicious or dangerous. Are they fearful of dog? Is there excessive barking, etc.?
5. Take testimony from owner and/or others speaking on his behalf.
6. At the conclusion of the hearing the Board may render its decision or take the matter under advisement, announcing the intended date of decision.
7. Unless requested by the Board, the dog shall not attend the hearing.

TOWN MEETINGS

Town Meeting serves as the legislative branch for local government. The Select Board is responsible for developing the warrant indicating the subject matters to go before the Town Meeting (as set forth in Section 2-5 of the Charter), providing leadership by presenting said requests to Town Meeting and assuring that presentations on those requests are made by the proponents. It is the responsibility of each Board member to assure prior to each presentation that the Board has taken a position, by vote, on the intent of the article. The Board shall be in session during Town Meeting and will be consulted when an issue or question arises which dictates a response on the floor.

Town of Harvard, MA
Thursday, May 30, 2019

Chapter 24. Dogs

Article I. Dog Owner Responsibility

§ 24-1. Definitions.

[Amended 12-3-2002 STM by Art. 10]

As used in this bylaw, unless the context otherwise indicates, the following terms shall have the meanings indicated:

DANGEROUS DOG

A dog that either:

[Added 4-1-2014 ATM by Art. 38]

- A. Without justification, attacks a person or domestic animal or fowl causing physical injury or death; or
- B. Behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury or death to a person or to a domestic or owned animal or fowl.

DOG OFFICER

The "animal control officer," as defined in MGL c. 140, 136A.

[Added 4-1-2014 ATM by Art. 38]

DOGS

All animals of canine species, both males and females.

KEEPER

A person, business, corporation, entity or society, other than the owner, having possession of a dog.

[Amended 4-1-2014 ATM by Art. 38]

NUISANCE DOG

A dog that:

[Added 4-1-2014 ATM by Art. 38]

- A. By excessive barking or other disturbance, is a source of annoyance to a sick person residing in the vicinity; or
- B. By excessive barking, causing damage or other interference, a reasonable person would find such behavior disruptive to one's quiet and peaceful enjoyment; or
- C.

Has threatened or attacked livestock or fowl, a domestic animal or a person, but such threat or attack was not a grossly disproportionate reaction under all the circumstances.

[Added 4-1-2014 ATM by Art. 38]

OWNER

Any person or persons, firm, association or corporation owning, keeping or harboring a dog as herein defined.^[1]

[1] *Editor's Note: The former definition of "public nuisance," which immediately followed, was repealed 4-1-2014 ATM by Art. 38.*

§ 24-2. Responsibility of dog owner or keeper.

[Amended 4-1-2014 ATM by Art. 38]

The owner or keeper shall prevent his dog from being a nuisance dog or a dangerous dog as defined in § 24-1.

§ 24-3. Impounding.

It shall be the duty of the Dog Officer to apprehend any dog found to be in a violation of § 24-2 of the bylaw and to impound such dog in a suitable place or to order the owner or keeper thereof to restrain said dog.

§ 24-4. Notice to owner and redemption.

The Dog Officer shall, in matters of impoundment, impoundment fees and redemption of impounded animals, carry out his/her duties in accordance with Sections 151 and 151A of Chapter 140, and any amendments thereto, of the Massachusetts General Laws.

§ 24-5. Fines.

[Amended 3-30-1985 ATM by Art. 22; 4-1-2014 ATM by Art. 38]

A. Any owner or keeper found in violation of any provision of § 24-2 or any other provision of this bylaw shall be liable for fines as follows:

- (1) First offense: \$50.
- (2) Second offense: \$100.
- (3) Third offense: \$200.
- (4) Subsequent offenses: \$300 for each offense.

B. Any owner or keeper found in violation of an order of the Select Board issued pursuant to MGL c. 140, Section 157, shall be liable for fines in accordance with MGL c. 140, Section 157A, as follows:

[Amended 10-22-2018 STM by Art. 1]

- (1) First offense: up to \$500.
- (2) Second offense: up to \$1,000.
- C. Further, if the owner or keeper of a dog be a minor, the parent or guardian of such minor shall be held liable for any violation of this bylaw.

§ 24-6. Disposition of funds.

The sums collected pursuant to this bylaw shall be accounted for and paid over to the Town Treasurer; provided, however, that under the provisions of the state law, the Dog Officer shall be entitled to all fees paid to him/her for the care of the impounded dogs by the owners or keepers thereof.

§ 24-7. Legality.

In the event that any provision or section of this bylaw is deemed invalid or unenforceable, all other provisions shall remain in full force and effect.

Article II. Failure to License Dogs

§ 24-8. Penalties for failure to obtain license.

- A. Any person who is the owner or keeper of a dog in the Town of Harvard and who fails to license said dog by April 1 of any year shall be subject, in addition to the license fee, to a penalty of \$15 five days after that date or the date of the Town's rabies clinic, whichever is later, and an additional \$15 for every 30 days thereafter that lapses with failure to license, to be collected as provided by law.
[Amended 12-3-2002 STM by Art. 10]
- B. Any person who is the owner or keeper of a dog in the Town of Harvard and who fails to license said dog by six months of age or within 30 days of establishing a residency shall be subject, in addition to the license fee, to a penalty of \$15, to be collected as provided by law.

Article III. Dog Licenses

§ 24-9. Fees.

[Amended 4-30-1994 ATM by Art. 32; 12-3-2002 STM by Art. 10; 10-28-2008 STM by Art. 3]

- A. Notwithstanding the provisions of Section 139 of Chapter 140 of the Massachusetts General Laws or any other provision to the contrary, the annual fees to be charged by the Town of Harvard for the issuance of licenses for dogs shall be as follows: males and females, \$25, and altered males and spayed females, \$15.
- B.

Notwithstanding the provisions of Section 137A of Chapter **140** of the Massachusetts General Laws or any other provision of the law to the contrary, the annual fees to be charged by the Town of Harvard for the issuance of licenses for kennels shall be as follows: not more than four dogs, \$45, more than four but not more than 10 dogs, \$65, and more than 10 dogs, \$100.

§ 24-10. Disposition of funds.

Notwithstanding the provisions of Section 147 of Chapter **140** of the Massachusetts General Laws or any other provision of the law to the contrary, all money received for licenses for dogs or kennels or from the sale of dog licenses by the Town of Harvard, or recovered as fines or penalties by said Town under the provisions of said Chapter **140** relating to dogs, shall be paid to the Town Treasury of said Town and shall not thereafter be paid over to the County of Worcester.

§ 24-11. Duties of Town Clerk.

Notwithstanding the provisions of Section 137 of Chapter **140** of the Massachusetts General Laws or any other provision of the law to the contrary, the registration, numeral listing, description and licensing of dogs, if kept in said Town, shall be conducted by the Town Clerk of said Town.

Part I

ADMINISTRATION OF THE GOVERNMENT

Title XX

PUBLIC SAFETY AND GOOD ORDER

Chapter 140

LICENSES

Section 138CHANGE OF OWNER OR KEEPER OF LICENSED DOG; DOG
BROUGHT INTO COMMONWEALTH

Section 138. A person who during any license period becomes the owner or keeper of a dog which is duly licensed in the town or city where it is to be kept shall forthwith give notice in writing to the clerk of such town or city, or if kept in Boston to the police commissioner, that he has become such owner or keeper and said clerk or police commissioner, as the case may be, shall change the record of such license to show the name and address of the new owner or keeper. Any person bringing or causing to be brought from another state or country any dog licensed under the laws thereof which is 6 months old or over or will be 6 months old before the expiration of thirty days therefrom shall, on or before the expiration of thirty days following the arrival of such dog within the commonwealth, cause such dog to be registered, numbered, described and licensed for the remainder of the then current license period.



TOWN OF HARVARD

GENERAL LICENSE APPLICATION

Please check all boxes that apply:

- One Day Liquor License \$50.00
- Farmers Market License \$50.00
- Carry-In (BYOB) For Common Victualler \$100.00
- Common Victualler License \$50.00
- Entertainment License \$50.00
- Entertainment License \$100.00
With Carry-In (allows patrons to bring in beer and/or wine)

Michael Eldredge

September 16, 2023

Applicant

Date

Harvard Lions Club

Business Name

DBA (if different)

PO BOX 268

508-736-3498

michael.eldredge@primetals.c

Street Address/PO Box

Telephone

Email

Harvard

MA

01451

City/Town

State

Zip

The licensed premises, activity, or equipment shall be located at the following address:
(include what zoning district the business will be in)

4 Pond Road, field in front of library

This license is requested for the following expected hours of operation and days of the week.

Saturday, September 16, 2023 3:00 PM to 9:00 PM

Describe activity in the space below details of the license you're applying for (include any floor plan, if necessary):

Lions club Fall Festival where we will have live music and be serving beer, cider, and wine.

Entertainment License Application
Pursuant to M.G.L. c. 140, §183A
(Only if you are applying for an entertainment license)

Please check all that apply:

Dancing: By Patrons _____ By Entertainers _____ No Dancing _____

Music: Recorded _____ Juke Box _____ Live Music _____

Amplification System _____ No Music _____

Shows: Theatre _____ Movies _____ Floor Show _____

Light Show _____ No Shows _____

Admission Charges: Yes _____ No _____

If yes, how much (or submit an admission schedule) _____

Other (Indicate Quantity): Televisions _____ Video Games _____ Pool/Billiard Tables _____

Does the facility have a sprinkler system? Yes _____ No

Please fully describe the proposed entertainment (*Type, dates, hours of operation, indoors/outdoors, number of maximum patrons/attendees, etc. You may also submit a separate narrative to answer this question in deeper detail if more space is required*):

In addition, please submit the required documentation as part of your application:

1. Floor Plan of the proposed licensed premises;
2. Proof of adequate liability insurance (including alcohol insurance for on-premises liquor licenses)
3. Proof of Worker's Compensation Insurance certificate;
4. Adequate TIPS certified documentation only for proposed Manager of on-premises liquor licenses).

I certify under pains of perjury that I, to the best knowledge and belief, have filed all state tax returns and paid all state taxes required under law, and that all the information in this application are to the best of my knowledge true and correct.

Signature eSigned via SeamlessDocs.com
Michael J. Eldredge
Key: ab2a3b788fedcc874eada3630da3055b

Date 07-06-2023

Items for Suplus Vote:

DPW: Redundant and/or unused dilapidated equipment.

Hot Box trailer (aka asphalt recycling trailer, used for keeping asphalt hot when filling holes); last used in November 2022 as we are now using our new Hot Box trailer and no longer need this. Town of Warwick is interested. (1) *Recommend intermunicipal sale.*

Fire trailer (has been parked ‘in the weeds’ at the DPW since 2016); negligible value. (1) *Recommend govdeals.com posting and sale.*

HAS: Surplus radios, all working when taken out of service in 2018. *Recommend govdeals.com posting and sale.*

- Motorola CP200 handheld VHF radio w/ battery and antenna (50)
- Motorola CP200 handheld VHF radio w/ belt clip and antenna (NO BATTERY) (1)
- Motorola NU20-C140150-I3 power supply (31)
- Charge base for Motorola CP200 (46)
- C7-type cable for wall outlet (31)
- Extra antennas for CP200 (3) New in package
- Extra belt clip for CP200 (11)

Park and Recreation: Sailing-related equipment, somewhat dilapidated. *Recommend govdeals.com posting and sale.*

At Beach		
2	Wind Surfer Boards (no masks or sails)	\$ -
4	Sunfish Sailboats with Rigging, Daggerboards & rudders	\$ 500.00
4	Extra Sunfish dagger boards & Rudders	\$ 200.00
4	Extra rigs (Masts, Booms & lines) with no sails	\$ 50.00
1	Aluminum boat (some leaks)	\$ 400.00
1	9.8hp Nissan 4 Stroke motor boat engine (not running)	\$ 100.00
4	Kayaks (poor shape)	\$ -
3	Canoes	\$ 25.00
At DPW		
1	1961 Cape Cod Mercury sailboat w/trailer	\$ 1,000.00
1	Canoe - poor condition	\$ -
1	Wind Surf Board	\$ -
1	Aluminum boat - poor condition	\$ -

Rapidly declining Elm on common in front of old library

JC Ferguson <jc.dugout@gmail.com>

Thu 8/3/2023 10:26 AM

To:Tim Bragan <tbragan@harvard-ma.gov>;Marie Sobalvarro <msobalvarro@harvard-ma.gov>;Bill Calderwood <calderwoods@charter.net>

Marie - thanks for meeting ad hoc with me this morning and putting the tree on the agenda for this Tuesday's selectboard meeting. I will prep a small powerpoint with some pics and rationale for removal.

Because the tree is diseased, we need to use care in disposal of the chippings, otherwise the disease can spread if we chip it and dump the chippings in the pile at the DPW. One idea we came up with is we put the chippings in the trash compactor assuming the trash is incinerated (it is a not a big tree, maybe 7" DBH, so it won't be a crazy amount of chips). The other alternative is to hire specifically for removal and disposal. The tree is small enough DPW (or me) can cut it.

We can discuss at hearing, if you like.

thank you

JC

Election Calendar									
Date of Election	9-Apr-24								
Date of Town Meeting	6-Apr-24								
Needs to be done		Actual Date	Time Frame Days Prior	Day of the Week	New Day & Date				
Send out vote by Mail Applications		29-Feb-24	40	Thurs					
Order Absentee Ballots		24-Feb-24	45	Sat					
Order Ballots		24-Feb-24	45	Sat					
Last day to obtain nomination papers.		15-Feb-24	54	Thurs					
Last day to submit nomination papers to Registrars of voter for certification		20-Feb-24	49	Tues					
Last day to file nomination papers with Town Clerk		5-Mar-24	35	Tues					
Last day to object or withdraw		7-Mar-24	33	Thurs					
Last day to register voters for Town Meeting		27-Mar-24	10	Wed					
Last day to register voters for Town Election		30-Mar-24	10	Fri					
Last Day to have Caucus		2-Mar-24	38	Sat					
Last day to post or publish warrant for Town Meeting		30-Mar-24	7	Sat					
Last day to post or publish warrant for Election		2-Apr-24	7	Tues					
Close Warrant for Town Meeting, Town By-law									

If the Election is within 35 days after Town Meeting, this would fall on the same day as the 10 days before the ATM.

39 MASSACHUSETTS AVENUE, HARVARD MA 01451

RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 14th day of July 2022, by and between the Town of Harvard, Massachusetts, a Massachusetts municipal corporation having an address of 13 Ayer Road, Harvard, Massachusetts 01451, acting by and through its Select Board, (hereinafter referred to as "Landlord") and Ascentria Care Alliance, Inc., a Massachusetts nonprofit religious organization having an address of 11 Shattuck Street, Worcester, Massachusetts 01604 (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property with the buildings thereon situated in Harvard, Worcester County, Massachusetts, such real property having a street address of 39 Massachusetts Avenue, Harvard, Massachusetts 01451 (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** This Agreement shall commence on August 1, 2022 ("Commencement Date").

A. The termination date shall be on July 31, 2023, with the option to extend on a month-by-month basis up until February 28, 2023, or the date that the Tenant vacates the premises, whichever occurs first. Upon the termination date the Tenant, shall be required to vacate the Premises unless one of the following circumstances occur: (i) Landlord and Tenant formally extend this Agreement in writing or create and execute a new, written, and signed agreement;

or (ii) Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent. In the event that Landlord accepts from Tenant new rent, a month-to-month tenancy shall be created. Either party may terminate this month-to-month tenancy by following the procedures specified in this paragraph 1A. Rent shall continue at the rate specified in this Agreement, or as allowed by law. All other terms and conditions as outlined in this Agreement shall remain in full force and effect.

2. **RENT.** The total rent for the term hereof is the sum of One (\$1) DOLLAR and no/100 (\$1.00) payable on the first day of each month.

3. **SECURITY DEPOSIT AND LAST MONTH'S RENT.** The Tenant shall pay a security deposit of \$500. The tenant shall not be obligated to pay last month's rent until such last month's rent is due.

4. **USE OF PREMISES:** The Premises shall be used and occupied by occupants placed there by the Tenant and their children exclusively, as a single-family dwelling, with an accessory apartment, and no part of the Premises shall be used at any time during the term of this Agreement by the Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a single-family dwelling. Tenant shall inform the Town in writing of the names of all occupants who will reside at the premises at least seven (7) days before they take occupancy there. Tenant shall not allow any other person, other than the occupants' immediate family or transient relatives and friends who are guests of such occupants, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply and ensure that such occupants shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by

operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

6. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by the Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

7. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

8. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

9. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.

10. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof.

11. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of the Tenant, this Agreement shall terminate from such time except for the purpose of enforcing

rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

12. INSPECTION OF PREMISES. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty- five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

13. TENANT HOLD OVER. If Tenant remains in possession of the Premises with the consent of Landlord after the expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at one and no/100 DOLLARS (\$1.00) per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.

14. SURRENDER OF PREMISES. Upon the expiration of this lease, the Tenant shall surrender the Premises to the Landlord.

15. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's

performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

16. **INDEMNIFICATION AND INSURANCE.** Landlord shall not be liable for any damage or injury of or to the Tenant or occupants placed in the Premises by Tenant, their family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

17. **DEFAULT.** If Landlord determines that the Tenant is in default of this Agreement, Landlord may provide Tenant with a written Notice to Quit, and Tenant shall have a limited number of days to cure the default unless otherwise excepted. Specifically, (a) for the failure to pay rent when due, Tenant shall have fourteen (14) days to cure; If Tenant fails to cure the default within the required time frame, Landlord may immediately terminate this Agreement, and Tenant shall immediately vacate the Premises and shall return the keys to Landlord.

18. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on at the Registry of Deeds.

19. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the Commonwealth of Massachusetts.

20. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

21. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

22. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to

have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

23. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

24. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord or Tenant under this Agreement shall affect Landlord's or Tenant's duties and liabilities hereunder.

25. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties relative to the lease of the Premises and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

26. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to: c/o Town Administrator, Harvard Town Hall, 13 Ayer Road, Harvard, Massachusetts 01451.

If to Tenant to:


Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

Executed as a sealed instrument this ____ day of _____, 2022.

Town of Harvard,
Landlord

Ascentria Care Alliance, Inc.,
Tenant

By: 
Richard Maiore
Chair, Select Board

By: 
Aimee Mitchell
Chief Community Services Officer

Two outstanding issues

Tim Bragan

Thu 7/13/2023 2:54 PM

To: Rich Maiore <rich@rocketsocialimpact.com>

Cc: Marie Sobalvarro <msobalvarro@harvard-ma.gov>; Julie Doucet <jdoucet@harvard-ma.gov>

Rich,

I had a great conversation with counsel [REDACTED]
[REDACTED] Here are the results of that conversation.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Non-citizen appointments to voting positions on local boards and committees -

First, there was confusion involved during Counsel's first response on this as I used the Planning Board as an example and Counsel did not remember that it was an appointed as opposed to an elected position and thus his initial response was no. Having gone back and said it was for appointed positions to appointed boards and committees he has the following:

Neither State Law nor the Town's Bylaws prohibit such a practice although it is not a common practice and, in Harvard particularly, he does not know of it happening before. This is not to say it cannot happen, **it can**. While there is no law against it the decision is up to the board or committee with the appointing authority as to whether or not they wish to do so. For example, Deer Mangement is appointed by ConCom and while it may be legal to appoint a non-resident the ConCom is within its legal authority to not make such an appointment. The law is silent on these types of appointments but it also does not take the authority away from the appointing authority to appoint whichever individual, resident or non-resident, it wishes. The same would be true for HCIC and it would be a decision of the Select Board. Counsel did say that if an appointment came up for a normally elected position the appointing board did have the restriction of having to appoint a registered voter, which is a local resident. He pointed out that Harvard is unique and that this also included Devens residents which are registered voters in Harvard.

Hope this helps clear things up and stops the emails heading your way.

Tim

Timothy P. Bragan
13 Ayer Road
Harvard, MA 01451

tbragan@harvard-ma.gov