

**TOWN OF HARVARD
CONSERVATION COMMISSION AGENDA
THURSDAY MAY 18, 2023 @7:00PM**

Pursuant to 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 will be conducted via remote participation. Interested individuals can listen in and participate by phone and/or online by following the link and phone number below.

TOHpro1 is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/87844946513?pwd=L2xSR2tjckMrYVdveWJ2OXkzR29lQT09>

Meeting ID: 878 4494 6513

Passcode: 195282

One tap mobile

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Meeting ID: 878 4494 6513

Find your local number: <https://us02web.zoom.us/u/kbNyxnRVxT>

New Business:

1. Executive Session with Open Space Committee pursuant to Massachusetts General Law Chapter 30A, Section 21(a)(6) to consider the purchase, exchange, lease or value of real property because a public discussion of this matter could have detrimental effects on the negotiating position only to return to the open session of the public meeting
2. Open Space Committee Action Items
 - Review Littleton County Road Land Project Draft Conservation Restriction
 - Approve Allocation of Funds for Legal Review of Above-Mentioned Conservation Restriction
 - Approve Allocation of Funds for Community Harvest Project Agricultural Preservation Restriction
3. Review Deer Management Annual Process and Procedures
4. Comments on the Draft Harvard Housing Production Plan
5. Trail Ridge Unit 12C Request to Remove a Tree within the Conservation Restriction Area
6. Harvard Conservation Trust Request to use the William's Land for Stargazing Event
7. ZBA Request for Comments – 32 Mass Avenue
8. Planning Board Request for Comments – 247 Littleton County Road
9. Approve Minutes
10. Approve Invoices

Public Hearings:

7:30pm **Request for Determination of Applicability Hearing –Carol J. Greenough Trust, 55 Warren Avenue, Harvard#0523-01**, for the replanting of the area to restore it back to its natural setting within the 100' wetland buffer zone

The listing of matters are those reasonably anticipated by the chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

- 7:45pm **Notice of Intent Hearing – Shaw Properties, LLC, 30 Cruft Lane, Harvard#0523-02**, for the remediation/restoration of two small areas of land within wetland resource areas after enforcement - ***Waiver Requested***
- 8:00pm **Continuation of a Notice of Intent Hearing – Luciano Mangarella, 175 Littleton County Road, Harvard#0423-01**, for the installation of two stonewalls at the driveway entrance after the issuance of an Enforcement Order – ***Waiver Requested***
- 8:30pm **Continuation of a Notice of Intent Hearing – Yvonne Chern, 203 Ayer Road, DEP#177-711, Harvard#0322-01**, for the construction of commercial structures with associated parking, grading and drainage within the 100' wetland buffer zone –***Waiver Request***

Old Business:

1. Update of Enforcement Order – 175 Littleton County Road
2. Select Board Annual Appointment Recommendations – John Iacomini
3. Update on Enforcement Order – 320 Ayer Road
4. Discuss Unauthorized Trail on Rodriguez Land (Map 13 Parcels 3.2 & 4)
5. Pine Hill Village Status Update

**NEXT MEETING:
JUNE 1, 2023**

LPK

Grantor: Harvard Conservation Trust
Grantee: Town of Harvard
Premises: Littleton County Road, Harvard
For Title See: Worcester Registry Book _____, Page _____

CONSERVATION RESTRICTION
TO
The Town of Harvard

The Harvard Conservation Trust, with a place of business at 102 Prospect Hill Road, Harvard, Worcester County, Massachusetts, 01451, being the sole owner of the Premises as defined herein, constituting all of the owner(s) of the Premises as defined herein, for my successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to the Town of Harvard, a Massachusetts municipality with a place of business at 13 Ayer Road, Harvard, Worcester County, Massachusetts 01451, their permitted successors and assigns (“Grantee”), for _____ dollars (\$XXX,000), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in Harvard containing the entirety of two parcels of land, consisting of a total of 38.8 acres (“Premises”), which Premises is more particularly described in Exhibit A and/or shown in the attached reduced copies of survey plans in Exhibit B, all of which are incorporated herein and attached hereto.

I. PURPOSES:

This Conservation Restriction (“CR”) is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of this CR is to ensure that the Premises will be maintained in perpetuity for agricultural and conservation purposes, in an undeveloped condition and to prevent any use or change that would materially impair or interfere with its agricultural or conservation values as further defined below.

The CR was acquired utilizing, in part, Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws, which funds were authorized for such purposes by a vote of the Harvard Town Meeting on April 29, 2023. A copy of the Town Meeting Vote authorizing the use of such funds for such purpose is attached hereto as Exhibit C.

The Agricultural and Conservation Values protected by this CR include the following:

- A. Quality agricultural soils that have been farmed since at least the 1930s, including 12 Acres of cultivated land and 8 acres of Prime Farmland soils, which currently support a productive agricultural operation, the continuation of which will preserve uses that are integral to the history of the property and the Town.
- B. Approximately 14 acres of wooded upland, which are part of a larger 365 acre block of undeveloped woodland extending to the east, northeast and southeast and including land owned by the Town of Harvard and the Harvard Conservation Trust.
- C. Approximately 2 acres of wetlands.
- D. Public access for passive recreation.
- E. Identification as a priority for protection by the Town of Open Space Committee as documented in their annual reports and the Town of Harvard 2023 Open Space and Recreation Plan.

II. PROHIBITED ACTS AND USES, EXCEPTIONS, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or permit the following acts and uses which are prohibited on, above, and below the Premises:

1. Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above, or under the Premises;
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;
3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever, or the installation of underground storage tanks;
4. Cutting, removing or otherwise destroying trees, grasses, or other vegetation;
5. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, or soil conservation;

6. Use, parking, or storage of vehicles, including motorcycles, mopeds, all-terrain vehicles, trail bikes, snowmobiles, or any other motorized vehicles on the Premises which are not incidental to the permitted residential, recreational, and agricultural uses hereunder, except for public safety vehicles necessary in carrying out their official duties;
7. Subdivision; conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), without the prior written consent of Grantees, and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
8. Commercial recreational activities other than for educational, municipal or charitable purposes, provided these do not interfere with the purposes of this CR;
9. Any other use of the Premises or activity thereon which is inconsistent with the purpose of this CR or which would materially impair its agricultural and conservation values.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the agricultural and conservation values or purposes of this CR:

1. Building Envelope. Exclusively within the approximately _____ acre area shown as “Building Envelope” on Exhibit A attached hereto (the “Building Envelope”), the following uses and activities are permitted, to the extent permitted by the Town’s Zoning Bylaw, provided that all facilities and infrastructure in the Building Envelope are dedicated to supporting the agricultural use of the property:
 - a. The construction, use, maintenance, repair, renovation, expansion and replacement of permanent structures and farming support buildings and structures, including but not limited to barns, farm stands, animal shelters, loading dock, warehouse, cold storage, food processing facilities, vehicle and equipment maintenance and storage structures, offices, and educational, conference, training, and demonstration facilities for sustainable agriculture, nutrition, conservation, and related activities, including meeting rooms, kitchens and food processing and storage facilities, and dining facilities, provided that the construction or replacement of an entire building is conducted only after prior notice and approval of Grantees as described in Section IV. Grantor will provide notice to Grantees as described in Section IV at or before the time of application for a building permit for any new or reconstructed residence and any new or reconstructed buildings or structures permitted by this Section III.B.1.
 - b. The construction, use, maintenance, repair, renovation, expansion and replacement of greenhouses and agricultural hoop houses, provided that the construction or replacement of an entire structure is conducted only after prior notice to Grantees as described in Section IV. Grantor will provide notice to Grantees as described in

Section IV at or before the time of application for a building permit for any new or reconstructed structures permitted by this paragraph.

- c. The construction, use, maintenance, repair, and paving of driveways and parking areas.
- d. The installation, maintenance, and removal of temporary or permanent fences.
- e. The installation and maintenance of gardens.
- f. The installation, maintenance, repair, replacement, and relocation of temporary buildings, structures, and facilities, such as but not limited to animal shelters and animal feeding and watering stations, mobile poultry processing units and other similar facilities, and mobile farm worker housing. No single temporary structure shall exceed 20 feet in height. As used in this CR, “temporary” shall mean i) having no foundation or permanent footings, and ii) seasonal or short term use such that the land covered by such structure(s) shall be uncovered and open to the sky: (a) for at least 3 (three) consecutive months during any given 12 (twelve) month period, or (b) with notice to and Grantees’ approval as described in Section IV, for a shorter or different period of time.
- g. With notice and approval of Grantees as described in Section IV, the right to hold special events, that may involve the erection of temporary structures, such as tents, and the use and parking of motor vehicles, provided the site is restored after each event and the environmental and agricultural quality of the Premises is not degraded. The use shall be limited to four (4) events per year, with no more than a total of 200 people present at each event, exclusive of caterers and other persons servicing the event.
- h. The right to maintain and use existing wells, ponds, and water lines, and related electric lines and pumps and the right to drill and use new wells and water lines and related electric lines and pumps, provided that such wells shall serve only the Premises and the allowed structures, buildings, facilities, and uses within this Section II.B, and structures, buildings, facilities, and uses on adjacent properties that are a part of the Grantor’s agricultural operation.
- i. The installation, maintenance, repair, replacement, removal and relocation of utility facilities and services for the purpose of providing utility services to serve the allowed permanent structures and uses described in this Section II.B. As used herein, the term “utility facilities and services” shall include, facilities and services including but not limited to electric, cable, data, gas, and telephone lines, utility equipment and facilities, on-site wells, on-site sanitary sewage treatment and disposal facilities serving the Premises and the allowed structures and uses in the Building Envelope, and renewable energy facilities and services in accordance with the following paragraph, serving any residential, agricultural, educational, and nonresidential use allowed under this CR.

- j. In accordance with the paragraph above, if applicable, the placement or construction of facilities for the development and utilization of renewable energy resources, including but not limited to wind, solar, hydroelectric, methane, and wood alcohol, but not including biomass incineration, for uses and activities permitted or approved on the Premises in accordance with the terms of this CR, provided, however, that any ground-mounted solar arrays, or any other ground platforms, shall count toward the overall limitation on impervious surfaces as described in Section II.B.1 . There shall be no limit on the panel area of roof-mounted solar arrays on the roof or roofs of the allowed house, garage, barns or other allowed buildings occupied or occupiable by humans or animals, which shall be permitted under this CR. Such facilities shall require notice to and approval by Grantees as described in Section IV and shall be designed to meet the energy needs of the combined agricultural operation and permitted residential and accessory uses and activities on the Premises. However, excess energy may be delivered to the energy market for sale or credit as long as the excess energy sale or credit is ancillary to the actual energy needs of the combined agricultural operation and permitted residential and accessory uses and activities on the Premises. While both Grantors and Grantees agree that the use of alternative energy facilities may contribute to the long-term viability of the agricultural activities conducted on the Premises, Grantees will assess whether such facilities would materially impair other purposes of this CR.
 - k. If impracticable to locate them wholly within the Building Envelope as shown on Exhibit A, and subject to notice and approval as outlined in Section IV below, the installation, maintenance, replacement, or removal of septic systems, wells, utilities, and other underground structures outside of the Building Envelope to serve the structures and uses allowed under Section II.B.1.
 - l. Use of vehicles for activities permitted by this CR and within the Building Envelope and motorized and non-motorized vehicles to assist the mobility of handicapped persons, or for emergency purposes.
 - m. Any notice provided to or approvals from the Town as a party to this CR pursuant to Section II.B.1 shall be in addition to and not in place of any local permitting or approvals needed pursuant to State law or local Bylaw.
2. The following activities are allowed exclusively within the Agricultural Zone, as shown on Exhibit A attached hereto, to the extent permitted by the Town's Zoning Bylaw:
 - a. Composting. The stockpiling and composting of stumps, trees, limbs, and brush, and similar biodegradable materials, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this CR. No such activities will take place closer than one hundred (100) feet from any federal, state, or locally-designated wetland, waterbody, or stream. All exercise of this Reserved Right shall take into account sensitive areas and avoid harm to nesting species during nesting season.

- b. New Buildings, Structures, and Uses. In addition to the buildings and structures permitted in the “Building Envelope” as described above in Section II.B.1, the following new non-habitable temporary buildings, structures, and uses shall be allowed, subject to Notice and Approval by the Grantees as described in Section IV:
- i. The installation, maintenance, repair, replacement, and relocation of temporary buildings, structures, and facilities, such as but not limited to hoop houses, green houses, animal shelters, animal feeding and watering stations, mobile poultry processing units, and other similar facilities. The total aggregate footprint of temporary, as defined in Section II.B.1.g., buildings, structures, and facilities outside of the building envelope shall not exceed 12,000 square feet at any given time, unless circumstances render this limit impracticable.
- c. Water Facilities. The right to maintain and use existing wells, ponds, and water lines and related electric lines and pumps and the right to drill and use new wells and water lines and related electric lines and pumps, provided that such wells shall serve only the allowed structures, buildings, facilities, and uses allowed under Section II. B;
- d. Agricultural Management. To advance the agricultural purposes set forth in this CR, and in accordance with an Agricultural Management Plan prepared by Grantor that is consistent with this CR and approved by Grantees, the following uses shall be permitted:
- (i) Agriculture and horticulture as defined in M.G.L. c. 61A, sec. 1-5;
 - (ii) The clearing, mowing, and prescribed burning of vegetation, including the reclamation of existing or former agricultural fields, except any such clearing, mowing, or prescribed burning of vegetation within 50 feet of federal, state, or locally-designated streams and wetlands shall be subject to notice and approval as described in Section IV;
 - (iii) The maintenance, repair, construction, expansion and replacement of underground utilities, ditches, culverts, and drainage structures for activities permitted on the Premises, all in a manner consistent with good drainage and soil conservation practices and consistent with other purposes of this CR;
 - (iv) The marketing and sale of agricultural products in accordance with M.G.L. c. 61A, sec. 1-5 and c. 40A, s. 3 as they may be amended;
 - (v) The use of fertilizers, pesticides, herbicides, and fungicides, with a preference for non-chemical, naturally sustainable and/or organic farming methods. Any agricultural chemicals used on the Premises shall be

registered under Commonwealth of Massachusetts regulations and used and disposed of in accordance and be consistent with all pertinent federal, state, and local instructions, limitations, laws, zoning, rules, and regulations and selected and applied in a manner to minimize the impact on non-target species;

- (vi) The stockpiling, composting, and maintenance of (and burning or removal during non-nesting seasons only of) piles of limbs, brush, manure, leaves, compost, and similar biodegradable material incidental to agricultural or other permitted activities, provided such piles are not placed in any resource areas within the jurisdiction of the Harvard Conservation Commission without a permit from the Conservation Commission, if required under the laws of the Commonwealth of Massachusetts or any local wetlands protection bylaw;
 - (vii) The installation, maintenance, and removal of temporary or permanent sight pervious fences for the purposes of i) minimizing crop damage by wildlife; ii) containing grazing livestock on the Premises; and iii) for other agricultural purposes or as required under the laws of the Commonwealth of Massachusetts or the Town of Harvard;
 - (viii) The digging, drilling, and maintenance of water supply wells and farm ponds, together with the installation, construction, and placement of permanent or temporary, underground or above ground pumps, conduits, hoses, storage tanks, and other equipment all as exclusively associated with agricultural irrigation and in support of the agricultural activities on the Premises;
 - (ix) Agricultural practices shall occur only in such a manner as to minimize impact to water quality, to minimize physical disturbance to sensitive areas, and to minimize discharge of sediments, animal waste, nutrients, and chemicals to surface waters using best management practices that comply with all applicable federal, state and local environmental laws and regulations.
- e. Forestry. Conducting or permitting others to conduct sound silvicultural uses of the Premises, including the right to commercially harvest forest products (as such term may be defined from time to time in General Laws, Ch. 61, Sec. 1, or successor law) and the establishment of new woods roads in accordance with prudent and sound silvicultural practices that conform at least to the minimum standards set forth in the Massachusetts Forest Cutting Practices Act (General Laws, Ch. 132, or its successor) and carried out pursuant to a Forest Stewardship Plan.

Before any harvest of forest products occurs on the Premises, Grantor shall submit a Forest Stewardship Plan to the Grantees for approval. The Forest Stewardship Plan shall be prepared by a forester licensed through the

Massachusetts Department of Conservation and Recreation in cooperation with the State Forester and such statutes, regulations and directions in effect at the time of the approval of said Forest Stewardship Plan. The Forest Stewardship Plan shall include provisions designed to minimize soil erosion, conserve surface and groundwater quality, scenic views, wildlife habitat, and to protect the agricultural and conservation values of this CR.

The Forest Stewardship Plan shall be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional timber harvests occur. All cutting plans and designated access routes shall avoid any stone structures or historical and cultural resources and shall be reasonably required to prevent any damage thereto. All cutting operations shall be supervised by a licensed forester.

- f. Woods and Farm Roads. The maintenance of currently existing woods and farm roads located on the Premises, substantially in their present condition as described in the Baseline Report, or as reasonably necessary for the uses hereinafter permitted, and, with the prior written approval of Grantees as described in Section IV below, the construction of new woods or farm roads to serve such uses. The Grantors shall use their best efforts in the design for new woods or farm roads to minimize adverse impact on the agricultural and conservation values of this CR.
3. The following activities are allowed exclusively in the Woodland Zone:
 - a. Wild Foods. Collection and cultivation of wild food products, including, but not limited to, wild nuts, berries and mushrooms;
 4. The following activities are allowed anywhere on the Premises:
 - a. Outdoor Passive Recreational Activities. Biking, walking, hiking, horseback riding, cross-country skiing, and other non-motorized outdoor passive recreational activities on dedicated passive trails and farm roads that do not materially alter the landscape, interfere with agricultural operations, or degrade environmental quality.
 - b. Educational Activities. Organized walks, educational programs, school field trips, farm tours, and other similar activities designed to promote an understanding of agriculture, nature, conservation, and/or history.
 - c. Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.
 - d. Wildlife Habitat Improvement and Vegetation Management. With the prior written approval of Grantees as described in Section IV, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and

plant species. And in accordance with generally accepted best management practices, selective *de minimis* removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas, woods roads, fence lines, and trails and meadows.

- e. Archaeological Investigations. The conduct of archaeological activities, including without limitation, survey, excavation, and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantees and the State Archaeologist of the Massachusetts Historical Commission or appropriate successor official. Grantor and Grantees shall make every reasonable effort to prohibit any person from conducting archaeological field investigation, including metal detecting, digging, or artifact collecting, without approval of the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official), and shall promptly report any such prohibited activity to the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official). Grantor and Grantees shall include the prohibition against digging, artifact collecting, or metal detecting in any list of rules for visitors to the Premises. The foregoing shall not be interpreted to require notice to or approval from Massachusetts Historical Commission or successors for active farming and tilling of the Premises.
 - f. Trails. With Notice and Approval as described in Section IV, the creation, marking, clearing, maintenance and construction of publicly accessible trails. Trails may be created or relocated or temporarily closed in whole or in part upon mutual agreement of Grantor and Grantees for any reason, including interference of the agricultural use of the Premises.
 - g. Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, marketing, sale of the Premises, the Grantees'/Grantor's interest in the Premises, interpretive signage, and the protected agricultural conservation values, in compliance with Town Zoning bylaws.
 - h. Permitted Vehicles. Use of vehicles only as necessary for agricultural, forestry, and other activities permitted by this CR, and motorized and non-motorized vehicles to assist the mobility of handicapped persons, or for emergency purposes.
5. Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantees or the Commonwealth takes any position whether such permit should be issued.
6. Division of the Premises. The Premises may be divided into no more than two lots, shown as the Agricultural Zone and the Woodland Zone on exhibit A.

C. Permitted Acts and Uses

All acts and uses not explicitly permitted by Section II, paragraph B are prohibited unless otherwise approved as described in Section IV below.

III. AFFIRMATIVE DUTY and RIGHTS

A. Active Agricultural/Horticultural Use and Activity.

Grantor agrees that it shall have a continuing affirmative duty to exercise such due diligence, care, and commitment as is required or as is appropriate to retain the Premises in active agricultural use and activity, as defined in M.G.L. c. 61A, sec. 1-5, unless substantial negative economic circumstances or conditions prevent said use and activity.

B. Maintaining Suitability of Agricultural Lands for Agriculture.

Grantor agrees that it shall also have a continuing affirmative duty to maintain the Premises in such a manner that it is ready and suitable for the conduct of present and future active agricultural/horticultural use and activity, such as annual mowing of farm fields and preventing succession to woody vegetation, notwithstanding any suspension or discontinuance due to substantial negative economic circumstances or conditions.

C. Suspension of Agricultural Use or Maintenance

In the event of a suspension or discontinuance of active agricultural/horticultural use and activity or the maintenance of suitability of agricultural lands for agriculture as described in the preceding Sections III. A. and III.B. for a period of two (2) years or greater, Grantor shall cooperate with the Grantees, or their successors or assigns, to undertake actions to either maintain said land as suitable for agriculture, including finding a suitable lessee or licensee to use the Premises for permitted Agricultural Activities.

D. Grantor's Right to Sub-Lease.

Subject to Notice and Approval as described in Section IV, Grantor or its nominee or successor in title shall retain the right to assign to suitable Lessee(s), Licensee(s), Sub-lessee(s), or Sub-Licensee(s) to use and operate the premises for farm operation and agricultural activities in accordance with, and subject to, this Restriction. Grantor or its nominee or successor in title shall also retain the right to enter into training agreements with individuals to use and operate the premises for farm operation and agricultural activities in accordance with, and subject to, this Restriction.

E. Grantees' Right to Maintain or Sub-Lease.

In the event of a suspension or discontinuance of active agricultural/horticultural use and activity or the maintenance of suitability of agricultural lands for agriculture as described in the

preceding Sections III(A) and III(B) for a period of greater than three (3) years where Grantor refuses or is unable to cooperate with the Grantees, or their successors or assigns, to undertake actions to maintain said land as suitable for agriculture, including finding a suitable lessee or licensee to use the Premises for agricultural activities permitted in Section II(B), then Grantees shall have the right to maintain the Premises in such a manner that it is ready and suitable for the conduct of present and future active agricultural/horticultural use and activity, such as annual mowing of farm fields and preventing succession to woody vegetation, or assign to a suitable Lessee or Licensee to use and operate the premises for farm operation and agricultural activities in accordance with, and subject to, this Restriction.

F. Grantees' Right to Signage

Grantees' shall have the right but not the obligation to erect, maintain, and replace signs in accordance with Town Zoning bylaws that call out the uses of the property, the identity and address of the occupants, the sale of the Premises, the Grantees'/Grantor's interest in the Premises, interpretive signage, and the protected agricultural and conservation values.

IV. NOTICE AND APPROVAL

Whenever notice to or approval by Grantees are required hereunder, Grantor shall notify Grantees in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantees to make an informed judgment as to its consistency with the purposes of this CR.

The Managing Agent under this CR shall be _____, (its successors and permitted assigns as established herein) a Massachusetts _____ with a mailing address of _____.

Where the Grantees' approval is required, the Town of Harvard Conservation Commission, within thirty (30) days of receipt of Grantors' request, shall notify the Managing Agent of its decision. Within sixty (60) days of the Managing Agent's receipt of Grantors' request for approval, the Managing Agent shall either affirm, amend, or reverse the decision of the Town of Harvard Conservation Commission, shall notify the Town of Harvard Conservation Commission thereof in writing, and shall issue its decision to the Grantors in writing. The Managing Agent's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no decision is received from the Town of Harvard Conservation Commission within thirty (30) days, the Managing Agent shall proceed to issue its decision within sixty (60) days of receipt of the request.

The Managing Agent's approval shall not be unreasonably withheld, conditioned or delayed, but shall be granted only upon a showing that the proposed activity will not materially impair the agricultural and conservation purposes of this CR. Failure of the Managing Agent to respond in writing within such sixty (60) days to a request which materially complies with the requirements of this section IV shall be deemed to constitute approval by the Managing Agent of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed

approval after 60 days in the notice but only on the condition that the requested actions are not prohibited under Section II, and the actions will not materially impair the agricultural and conservation purposes or values of this CR.

Whenever there is a question of whether there is a violation of this CR, or how to proceed in addressing the violation, the Managing Agent and the Town of Harvard Conservation Commission shall consult with each other. The Managing Agent shall then determine whether there is a violation and how to proceed in addressing the violation. The Managing Agent's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no consultation is received from the Town of Harvard Conservation Commission within thirty (30) days, the Managing Agent shall proceed to act on its decision in a timely manner

V. LEGAL REMEDIES OF THE GRANTEES

A. Legal and Equitable Relief

The rights hereby granted shall include the right to enforce this CR by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantees will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantees for the enforcement of this CR. The Grantees shall have the right to pursue third party violations, and the Grantor agrees to cooperate.

Grantees agree to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantees determine there is no ongoing diminution of the agricultural and conservation values of the CR.

Grantor covenants and agrees to reimburse to Grantees all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this CR or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this CR is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

B. Non-Waiver

Enforcement of the terms of this CR shall be at the discretion of Grantees. Any election by the Grantees as to the manner and timing of its right to enforce this CR or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this CR, the Grantees do not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to,

hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantees or their agents.

D. Survey Disputes

In the event of a dispute over the location of the boundaries, the Grantor shall be responsible for a survey and the placement of permanent boundary markers delineating the boundaries of the CR.

E. Acts Beyond Grantor's Control

Nothing contained in this CR shall be construed to entitle the Grantees to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. The parties to this CR agree that in the event of damage to the Premises from acts beyond the Grantor's control, that if it is desirable and feasible to restore the Premises, the parties will cooperate in attempting to do so.

VI. ACCESS

A. Access by the Grantees

The Grantor hereby grants to the Grantees, or their duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this CR. The Grantor also grants to the Grantees, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be reasonably necessary or appropriate to remedy or abate any violation hereof.

B. Access by the Public

Upon mutual agreement with Grantors as to location and extent, Grantees shall have the right but not the obligation to create and maintain trails, including boardwalks, bridges or other structures necessary for compliance with wetlands regulations and to facilitate the public's use of said trail (hereafter the "Trail").

The Grantor and the Grantees shall have the right, jointly, to agree to relocate or create a new section of the Trail as necessary to preserve its accessibility or contiguity with other trails. The Grantor and the Grantees shall have the right, jointly, to establish reasonable rules and regulations pertaining to the use of the trails, and to agree to limit, restrict, or prohibit use of all or any part of the Trail, either temporarily or indefinitely, to assure safety, or for maintenance purposes, or as necessary or appropriate to preserve other important conservation and agricultural values of the Premises.

The public shall have the perpetual right to enter upon and use, and pass and repass over the Trail for passive, non-motorized recreational purposes, including, but not limited to, biking, walking, hiking, horseback riding, cross-country skiing and other non-motorized outdoor passive recreational activities in accordance with posted rules and regulations and as agreed upon by Grantor and Grantees, (except for motorized wheelchairs or similar equipment reasonably necessary to enable handicapped members of the public to access the Trail, for passive outdoor recreational purposes, including, but not limited to those described in Section II(B)(3), and to participate in educational activities, provided, however, that such access shall not be detrimental to the agricultural and conservation purposes of the CR. The Grantor agrees to take no action to prohibit, discourage, or charge a fee for access to and use of the Trail by the general public, except upon mutual agreement by the Grantor and Grantee as described in Section B. 3. g.. Any public use which is permitted by the terms of this CR constitutes permission to use the Premises for purposes described in the Massachusetts General Laws Chapter 21, Section 17C and the Grantor and Grantees hereto benefit from exculpation from liability to the extent provided in such section.

VII. EXTINGUISHMENT

A. Termination

If circumstances arise in the future such as render the purpose of this CR impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Commissioner of the Department of Agricultural Resources. If any change in conditions ever gives rise to extinguishment or other release of the CR under applicable law, then Grantees, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph VII.B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds after complying with the terms of any gift, grant, or funding requirements. Grantees shall use their shares of the proceeds like a continuing trust in a manner consistent with the agricultural and conservation purpose set forth herein.

B. Proceeds.

Grantor and Grantees agree that the sale of this CR gives rise to a real property right, immediately vested in the Grantees, with a fair market value that is at least equal to the proportionate value that this CR, determined at the time of the gift, bears to the value of the unrestricted property. Such proportionate value of the Grantees' property right shall remain constant. The distribution of any proceeds will occur only after complying with the terms of any gift, grant, or funding requirements.

C. Grantor/Grantees Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantees shall cooperate in recovering the full value of all direct and consequential damages

resulting from such action. All related expenses incurred by the Grantor and the Grantees shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantees in shares equal to such proportionate value, in accordance with Section VII.B above, after complying with the terms of any gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantees shall use their share of the proceeds like a continuing trust in a manner consistent with the agricultural and conservation purposes of this grant.

VIII. ASSIGNABILITY

A. Execution of Instruments

The Grantees are authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this CR with the Middlesex South Registry of Deeds, and the Grantor, on behalf of itself and its successors and assigns, appoints the Grantees its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

B. Running of the Burden

The burdens of this CR shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

C. Running of the Benefit

The benefits of this CR shall run to the Grantees, shall be in gross and shall not be assignable by the Grantees, except in the following instances:

1. As a condition of any assignment of this CR, the Grantees shall require that the purpose of this CR continues to be carried out; and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this CR under Section 32 of Chapter 184 of the General Laws of Massachusetts.
2. Any assignment of this CR shall comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

IX. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this CR in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantees within 20 days of such transfer. Failure to do either

shall not impair the validity or enforceability of this CR. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this CR shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

XI. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the CR into the fee. The Grantor agrees that it will not grant, and the Grantees agree that they will not take title, to any part of the Premises without having first assigned this CR to a non-fee owner to ensure that merger does not occur and that the CR will continue to be enforceable. No grant will be effective until this CR is assigned to avoid merger and preserve enforcement of the terms of this CR by a non-fee owner.

XII. AMENDMENT

If circumstances arise under which an amendment to or modification of this CR would be appropriate, Grantor and Grantees may jointly amend this CR; provided that no amendment shall be allowed that will affect the qualification of this CR or the status of Grantees under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or M.G.L. c. 184, §§ 31-33.

Any amendments to this CR shall occur only in exceptional circumstances. The Grantees will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment.

Any amendment shall be consistent with the purposes of this CR, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Middlesex South District Registry of Deeds.

XIII. EFFECTIVE DATE

This CR shall be effective when the Grantor and the Grantees have executed it, the administrative Approvals required by M.G.L. c. 184, § 32 have been obtained, and it has been recorded in the Middlesex South District Registry of Deeds. The Grantees shall record this instrument in timely manner in the Middlesex South District Registry of Deeds.

XIV. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: **Harvard Conservation Trust**
PO Box 31
Harvard, MA 01451

To Grantee: **Town of Harvard Select Board**
472 Main Street
Harvard, MA, 01451

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

XV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this CR shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this CR shall be liberally construed in favor of the grant to effect the purpose of this CR and the policy and purposes of M.G.L. c. 184, §§ 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this CR that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this CR or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this CR shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this CR and supersedes all prior discussions, negotiations, understandings or agreements relating to the CR, all of which are merged herein.

E. Homestead

The Grantor(s) and any benefitted parties, by their signatures hereto, subordinate and waive any Homestead Act rights and benefits they may have to this CR. The Grantor(s) certify and attest

under penalties of perjury that the Grantor is a municipal corporation not entitled to claim the benefits of homestead set forth in M.G.L. c. 188.

XVI. MISCELLANEOUS

A. No Pre-existing Public Rights.

Approval of this CR pursuant to M.G.L.c. 184, §§ 31-33 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this CR.

B. Exhibits and Approvals Incorporated Herein:

Included herewith and incorporated herein are the following:

Signatures of the Grantor, Grantees, Town of Harvard Conservation Commission, Select Board of the Town of Harvard, and the Secretary of Energy and Environmental Affairs;

Exhibit A: Legal Description

Exhibit B: Plan of Land

Exhibit C: Town Meeting Vote approving the acquisition

Executed under seal this ____ day of _____, 202_

GRANTOR
HARVARD CONSERVATION TRUST

Its: President, Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this ____ day of _____, 202_ before me, the undersigned Notary Public, personally appeared the above-named _____ of THE HARVARD CONSERVATION TRUST, proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

ACCEPTANCE OF GRANT

We, the undersigned, being a majority of the Conservation Commission of the Town of Harvard, Massachusetts, hereby certify that at a meeting duly held on _____, 202_ the Conservation Commission voted to accept the foregoing Conservation Restriction from THE HARVARD CONSERVATION TRUST.

Town of HARVARD
Conservation Commission

COMMONWEALTH OF MASSACHUSETTS

Worcester,ss

On this ____ day of _____, 202_ before me, the undersigned Notary Public, personally appeared the above-named _____, Members of the Town of Harvard Conservation Commission, proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the people whose names are signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose on behalf of the Town of Harvard Conservation Commission.

Notary Public:
My Commission Expires:

APPROVAL BY SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of Harvard, Massachusetts, hereby certify that at a meeting duly held on _____, 202_ the Select Board voted to accept the foregoing Conservation Restriction from THE HARVARD CONSERVATION TRUST to the TOWN OF HARVARD acting by and through its CONSERVATION COMMISSION pursuant to M.G.L. Chapter 40, Sections 8C and to approve it pursuant to M.G.L. Chapter 184, Section 32.

Town of Harvard
Select Board

COMMONWEALTH OF MASSACHUSETTS

Worcester,ss

On this ____ day of _____, 202_ before me, the undersigned Notary Public, personally appeared the above-named _____, members of the Town of Harvard Select Board, proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the people whose names are signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose on behalf of the Town of Harvard.

Notary Public:
My Commission Expires:

**APPROVAL BY THE SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

I, _____, in my capacity as Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, in accordance with the requirements of Massachusetts General Law, Chapter 184, Section 32, hereby certify that a certain Conservation Restriction granted by THE HARVARD CONSERVATION TRUST to TOWN OF HARVARD acting by and through its CONSERVATION COMMISSION, with respect to a certain parcel of land located in Harvard, Massachusetts, as described therein, is in the public interest and is therefore approved. Said determination and approval is for the purposes of Chapter 184, Section 32 only, and I have made no determination that the Conservation Restriction, or any terms or provisions thereof, are or would be acceptable under Chapter 20, Sections 23-26 of the Massachusetts General Laws.

Dated: _____, 202_

, Secretary
Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

On this _____ day of _____, 202_, before me, the undersigned notary public, personally appeared _____ Secretary of Energy and Environmental Affairs, who proved to me through satisfactory evidence of identification to be the person whose name is signed above, viz., personal knowledge, and acknowledged to me that he signed it voluntarily for its stated purpose as Secretary of Energy and Environmental Affairs, as the voluntary act of said Commonwealth.

Notary Public

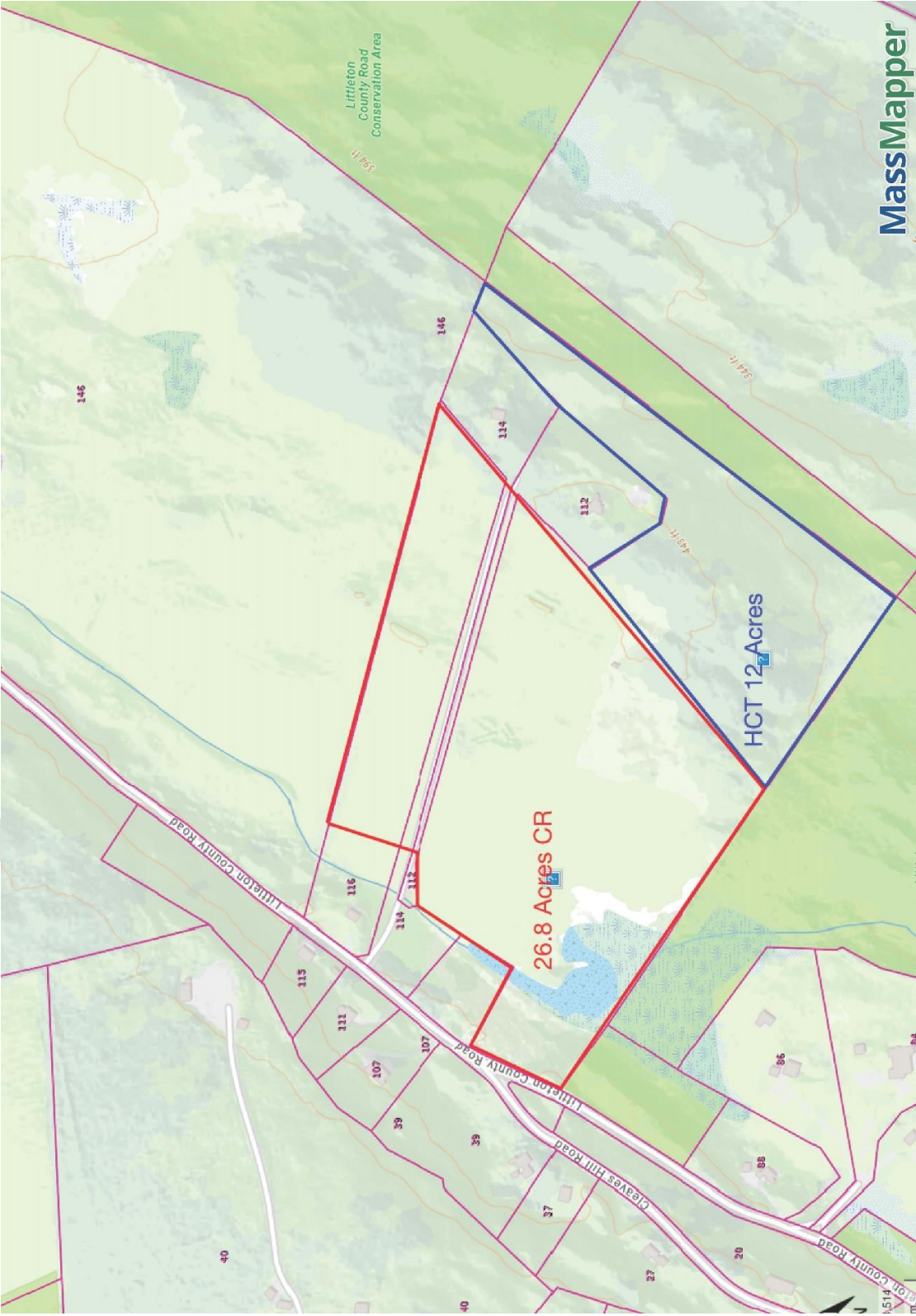
My commission expires:

**Exhibit A
Legal Description**

Tbd.

DRAFT

Exhibit B – Plan of Land



COMMONWEALTH OF MASSACHUSETTS
AGRICULTURAL PRESERVATION RESTRICTION

Community Harvest Project, Inc, of North Grafton, Worcester County, Massachusetts (the "Grantor"), its successors in title and assigns in perpetuity, for consideration paid in full of Two Million Five Hundred Thousand Dollars (\$2,500,000.00), receipt of which is hereby acknowledged, do hereby grant to the Commonwealth of Massachusetts, acting through the Commissioner of the Department of Agricultural Resources, (the "Grantee" or the "Commissioner") with an address of 251 Causeway Street, Suite 500, Boston, Massachusetts 02114-2151, its successors and assigns, an Agricultural Preservation Restriction in perpetuity (this "Restriction") on approximately 70.564 acres of land and buildings and structures thereon located at 115 Prospect Hill Road in the Municipality of Harvard, in Worcester County, Massachusetts as described in the attached Exhibit A hereof, (the "Premises") in accordance with the following terms and conditions.

The Municipality of Harvard with an address of 13 Ayer Road, Harvard, MA 01451, (the "Co-Holder") for consideration paid towards this Restriction in the sum of Four Hundred Thousand Dollars (\$400,000.00), shall hold title to this Restriction jointly with the Grantee, pursuant to Massachusetts General Laws ("General Laws"), Chapter 20, Section 23, as amended, and shall have a right of enforcement.

The United States of America ("the United States"), acting by and through the United States Department of Agriculture ("USDA") Natural Resources Conservation Service ("NRCS") on behalf of the Commodity Credit Corporation ("CCC"), facilitated and provided funding and shall have a right of enforcement of the terms and conditions of this Restriction on the Premises, as described in the attached Exhibit A hereof (said 70.564 acres is herein also referred to as the "ACEP-ALE Parcel") in order to protect the public investment under the Agricultural Conservation Easement Program ("ACEP"), Agricultural Land Easement ("ALE") component. This Restriction is acquired with funds provided, in part, by the ACEP, 16 U.S.C. Section 3865 et. seq. and 7 CFR Part 1468 for the purpose of protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses that negatively affect

Thence: North 8°51'50" east, by land now or formerly of Robert M. Moran and Jessica Rowse Moran, two hundred ninety-five and ninety-two hundredths (295.92) feet to a circle of stones found;

Thence: South 77°37'50" east, five hundred three and fifteen hundredths (503.15) feet to stones on ledge found;

Thence: South 72°20'34" east, three hundred thirty-five and forty-six hundredths (335.46) feet to a field stone bound in stones found, the last two courses being by land now or formerly of the Inhabitants of the Town of Harvard;

Thence: South 6°35'56" east, by land now or formerly of the Town of Harvard, nine hundred thirty-six and sixty-seven hundredths (936.67) feet to a stonewall corner;

Thence: South 8°34'47" east, by a stonewall, ninety-two and thirty-four hundredths (92.34) feet to a point;

Thence: South 8°46'31" east, by a stonewall, one hundred ninety-one and seventy-six hundredths (191.76) feet to a point;

Thence: South 8°34'10" east, by a stonewall, two hundred fifty-eight and eighty-nine hundredths (258.89) feet to a corner of stonewalls, the last three courses being by land now or formerly of the Town of Harvard;

Thence: South 10°47'37" east, by a stonewall, one hundred sixty-five and six hundredths (165.06) feet to a point;

Thence: South 11°14'34" east, by a stonewall, two hundred thirty-six and eighty hundredths (236.80) feet to a point;

Thence: South 8°20'28" east, by a stonewall, two hundred seventeen and seventy-eight hundredths (217.78) feet to a drill hole found in the stonewall;

Thence: South 9°01'50" east, by a stonewall, one hundred thirty-three and twenty-six hundredths (133.26) feet to a drill hole found in the stonewall, the last four courses being by land now or formerly of the Charles F. Davis, Jr. Family Trust of 1988 and the Patricia Libbey Davis Trust of 2006;

Thence: North 85°58'24" west, two hundred fifty-three and ninety-one hundredths (253.91) feet to a drill hole found in a concrete bound;

Thence: South 65°35'28" west, two hundred eleven and nine hundredths (211.09) feet to a drill hole found in a concrete bound, the last two courses being by land now or formerly of Aaron S. Nutt and Amy Brais Nutt;

Thence: North 34°41'44" west, one hundred eighty-two and sixty-one hundredths (182.61) feet to a drill hole found in a concrete bound;

Thence: North 26°57'39" west, two hundred one and forty-six hundredths (201.46) feet to a
Legal Final

point;

Thence: South 69°24'26" west, two hundred sixty-eight and sixty-two hundredths (268.62) feet to a point on a stonewall;

Thence: South 29°41'55" east, by a stonewall, one hundred eighty-eight and fifty-six hundredths (188.56) feet to a point;

Thence: South 68°39'14" west, by a stonewall, fifty-two and seventy-two hundredths (52.72) feet to a point;

Thence: South 22°44'45" east, five hundred sixty-four and fifty-seven hundredths (564.57) feet to rebar with a "Ross Associates" yellow plastic cap found at the northerly side of Madigan Lane, a public way, the last six courses being by land now or formerly of David C. Erdos and Pamela A. Erdos;

Thence: North 82°08'51" west, by the northerly side of said Madigan Lane, two hundred eighteen and ninety-three hundredths (218.93) feet to a rebar with a "Ross Associates" yellow plastic cap found;

Thence: Northerly by a curved line to the right the radius of which is twenty-five (25.00) feet a length of forty-seven and eighty-nine (47.89) feet to a rebar with a "Ross Associates" yellow plastic cap found;

Thence: North 11°53'53" west, one hundred fifty-two and fifty hundredths (152.50) feet to a point;

Thence: Northerly by a curved line to the left the radius of which is one hundred seventy-five (175.00) feet a length of ninety-one and fifty-four (91.54) feet to a rebar with a "Ross Associates" yellow plastic cap found;

Thence: North 41°52'13" west, two hundred twenty-seven and eighty-six hundredths (227.86) feet to a drill hole found in a stonewall;

Thence: North 41°52'13" west, three hundred eighty-two and seventy-eight hundredths (382.78) feet to a point at a stonewall, the last five courses being by land now or formerly of Frank A. Culmone and Erica M. Tremblay;

Thence: North 14°00'49" west, by a stonewall, five hundred forty-five and ten hundredths (545.10) feet to a drill hole found at the corner of the stonewalls;

Thence: North 85°56'55" west, by a stonewall, two hundred eighty-six and seventy-one hundredths (286.71) feet to a drill hole found in the stonewall, the last two courses being by land now or formerly of Steve Nizus and George E. Triantaris;

Thence: North 83°50'22" west, by a stonewall, by land now or formerly of The McVea Family Holding Trust; three hundred sixty-six and thirty hundredths (366.30) feet to rebar set;

Thence: North 5°54'04" east, one hundred sixty-seven and eighty-four hundredths (167.84) feet to a point;

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Thence: North 75°58'15" west, two hundred ninety-one and twenty-five hundredths (291.25) feet to a point;

Thence: North 65°50'59" west, eighty-eight and eighty-seven hundredths (88.87) feet to a drill hole set in a stonewall at the easterly side of Prospect Hill Road, the last three courses being by Lot 3;

Thence: North 30°10'17" east, along the easterly sideline of Prospect Hill Road, two hundred eighteen and seventy-eight hundredths (218.78) feet to the point of beginning.

Lot 2 contains 3,073,762 ± square feet or 70.564 ± acres.

LOT 1: To be Excluded from the ACEP-ALE Agricultural Preservation Restriction

That certain property located in Harvard, Worcester County, Massachusetts, more particularly shown as Lot 1 on that certain plan entitled "Plan of Land in Harvard, Massachusetts (Worcester County), Prospect Hill Road, dated April 25, 2021, Prepared For: Massachusetts Department of Agricultural Resources, by BSC Group of 803 Summer Street Boston, Massachusetts, scale: 1"=100' and more particularly described as follows:

Beginning at a rebar set on the easterly side of Prospect Hill Road, a public way, at the northwest corner of the premises;

Thence: South 81°30'56" east, by a stonewall, one hundred fifty-seven and sixty hundredths (157.60) feet to a point;

Thence: South 81°57'16" east, by a stonewall, one hundred nine and ninety-nine hundredths (109.99) feet to a point;

Thence: South 81°16'40" east, by a stonewall, one hundred eleven and twenty-three hundredths (111.23) feet to a drill hole set in a stonewall, the last three courses being by land now or formerly of Eve Wittenberg and Carhleen A. Corning;

Thence: South 8°46'14" west, three hundred seven and eighty hundredths (307.80) feet to a point;

Thence: North 81°36'29" west, one hundred ninety-one and sixty-six hundredths (191.66) feet to a rebar set;

Thence: North 49°00'14" west, one hundred ninety-nine and twenty-eight hundredths (199.28) feet to a point;

Thence: North 72°21'25" west, ninety-two and sixty-seven hundredths (92.67) feet to a rebar set, the last four courses being by Lot 2;

Thence: North 30°10'17" east, by the easterly side of said Prospect Hill Road, two hundred and two hundredths (200.02) feet to the point of beginning.

Lot 1 contains 112,821 ± square feet or 2.590 ± acres.

LOT 3: To be Excluded from the ACEP-ALE Agricultural Preservation Restriction

That certain property located in Harvard, Worcester County, Massachusetts, more particularly shown as Lot 3 on that certain plan entitled "Plan of Land in Harvard, Massachusetts (Worcester County), Prospect Hill Road, dated April 25, 2021, Prepared For: Massachusetts Department of Agricultural Resources, by BSC Group of 803 Summer Street Boston, Massachusetts, scale: 1"=100' and more particularly described as follows:

Beginning at a drill hole set in a stonewall on the easterly side of Prospect Hill Road, a public way, at the northwest corner of the premises;

Thence: South 65°50'59" east, eighty-eight and eighty-seven hundredths (88.87) feet to a point;

Thence: South 75°58'15" east, two hundred ninety-one and twenty-five hundredths (291.25) feet to a point;

Thence: South 5°54'04" west, one hundred sixty-seven and eighty-four hundredths (167.84) feet to a rebar set in a stonewall, the last three courses being by Lot 2;

Thence: North 83°50'22" west, by a stonewall, one hundred fifty-six and ten hundredths (156.10) feet to a point;

Thence: North 79°50'22" west, by a stonewall, three hundred ten and eight hundredths (310.08) feet to a concrete bound with a "+" scribed in the top found at the easterly sideline of Prospect Hill Road, the last two courses being by land now or formerly of The McVea Family Holding Trust;

Thence: North 29°08'52" east, along the easterly sideline of Prospect Hill Road, one hundred seventy-eight and eleven hundredths (178.11) feet to a drill hole in a Worcester County concrete bound found;

Thence: North 30°10'17" east, along the easterly sideline of Prospect Hill Road, fifty-four and twenty-five hundredths (54.25) feet to the point of beginning.

Lot 3 contains 81,460 ± square feet or 1.870 ± acres.

the agricultural uses and conservation values of the ACEP-ALE Parcel. Baseline conditions of the Premises including the ACEP-ALE Parcel are set forth in a Baseline Documentation Report, a copy of which is maintained in the files of the Grantee. The parties further acknowledge that the Premises including the ACEP-ALE Parcel will be managed for long-term agricultural viability. Even if the Premises consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this Restriction, and the restrictions and covenants of this Restriction will apply to the Premises as a whole.

The Grantor covenants that they are vested with good title to the Premises. Consideration mentioned above has been negotiated and agreed to be based upon the difference between full Fair Market Value and full Fair Market Agricultural Land Value of the Premises. By making such grant, the Grantor grants to the Grantee all non-agricultural rights in the Premises except as otherwise described in Section III (A) hereof. The Grantor retains all agricultural rights in the Premises except as otherwise limited by the terms and conditions of this Restriction and not inconsistent with the Purpose. The terms and conditions of the Restriction run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them, any and all of whom must comply with all terms and conditions of this Restriction, including the following:

I. STATEMENT OF PURPOSE

The purpose of this Restriction is to: perpetually protect the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses that negatively affect the agricultural uses and conservation values of the Premises; encourage sound soil management practices in accordance with generally accepted agricultural practices; preserve natural resources; maintain land in active commercial agricultural use; ensure resale of the Premises at Fair Market Agricultural Value, in order to ensure the availability of farmland in Massachusetts and ensure those entering or currently engaged in commercial agricultural operations are able to acquire agricultural land at a price that is tied to the land's agricultural value; and regulate and control activities and/or uses which may be detrimental to the actual or potential agricultural viability of the Premises, water conservation, soil conservation, or to generally accepted agricultural and/or forestry management practices or which may be wasteful of the natural resources of the Premises. The foregoing purposes of this Restriction are hereinafter collectively referred to as the "Purpose".

II. DEFINITIONS

When used throughout this Restriction, the words or phrases listed below shall have the following meanings:

A. ABANDONED: land that has not been actively utilized for commercial agricultural activities or uses for a period exceeding two years unless the non-utilization is in accordance with generally accepted agricultural practices or resource management needs, that are consistent with the Purpose and terms of this Restriction.

B. AGRICULTURAL CONSERVATION EASEMENT PROGRAM: a program of the United States Department of Agriculture ("USDA") authorized pursuant to 16 U.S.C. Section 3865 *et. seq.*, as amended, which provides federal funds to state, tribal, local governments, and other organizations for the conservation of eligible land and natural resources through easements or other interests in land.

C. AGRICULTURAL LAND EASEMENT PLAN ("ALE PLAN"): a document that describes the

Highly Erodible Land conservation plan (as further described in Section III.C. below).

D. AGRICULTURAL USE(S): the raising of animals, including but not limited to, dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, bees and fur-bearing animals, for the purpose of selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived therefrom for market, as defined in General Laws, Chapter 61A, Section 1, as amended. Also horticultural uses, the raising of fruits, vegetables, berries, nuts and other foods for human consumption, feed for animals, tobacco, flowers, sod, trees, nursery or greenhouse products, and ornamental plants and shrubs for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a certified forest management plan, approved by and subject to procedures established by a state forester, designed to improve the quantity and quality of a continuous crop for the purpose of selling these products in the regular course of business; or when primarily, directly used in a related manner which is incidental to those uses and represents a customary and necessary use in raising such products and preparing them for market, as defined in General Laws, Chapter 61A, Section 2, as amended. Agricultural production including the production, processing, and marketing of agricultural crops and livestock compatible with the Purpose are allowed provided these activities are conducted in a manner consistent with the terms of this Restriction.

Notwithstanding the forgoing, Agricultural Use does not include the harvest of sod and nursery stock (such as balled and burlapped or balled and bagged) which involves removal of soil with the roots, unless the average annual soil loss for the crop rotation is less than the soil loss tolerance for the soil in the field from which the sod or nursery stock is removed, as determined by the USDA-NRCS.

E. BUILDING ENVELOPE(S): area(s) designated on Exhibit B where any new agricultural Permanent Structures or improvements on the ACEP-ALE Parcel may be located, subject to an approval granted by the procedures outlined in Section III (F).

F. CONDITION: including, but not limited to, an easement, restriction, covenant, right, option to purchase at agricultural value plus value of improvements, land exchange, or any other requirement or use prohibition.

G. DEPARTMENT: the Department of Agricultural Resources of the Commonwealth of Massachusetts, 251 Causeway Street, Suite 500, Boston, MA 02114-2151.

H. FAIR MARKET VALUE (“FMV”): the most probable price that the Premises would bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title to a buyer under conditions whereby: 1) buyer and seller are typically motivated; 2) both parties are well informed or well advised, and acting in what they consider their own best interests; 3) a reasonable time is allowed for exposure in the open market; 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

I. FAIR MARKET AGRICULTURAL VALUE (“FMAV”): the combined total of the Fair Market Agricultural Land Value (“FMALV”) and the Fair Market Agricultural Business Value (“FMABV”) and the Fair Market Dwelling Value (“FMDV”).

J. FAIR MARKET AGRICULTURAL BUSINESS VALUE (“FMABV”): the value based upon the

ongoing agricultural business including agricultural buildings, infrastructure, goodwill and other related agricultural business factors. FMABV is relevant only upon the subsequent sale of the Premises and is not applicable at the time of original purchase of this Restriction by the Grantee. The FMABV appraisal includes agricultural business potential and is based upon activities and circumstances existing at the time of the sale of the Premises. The appraisal is not intended to contemplate speculative business potential that is dependent on management, investment or other prospective activities. FMABV may, when applicable, consider the value of ongoing agricultural business including agricultural buildings, infrastructure, goodwill and other related agricultural business factors on land owned by Grantor, but excluded from this Restriction (“non-Restricted land”), when such business on non-Restricted land is integral to the agricultural business on the Premises.

K. FAIR MARKET DWELLING VALUE (“FMDV”): the appraised replacement value of a dwelling(s) on the restricted land.

L. FAIR MARKET AGRICULTURAL LAND VALUE (“FMALV”): the value based upon the highest and best use of the land for agricultural purposes, including such considerations as location, types of soil, and climate, but excluding buildings or uses thereof. Permanently installed agricultural improvements, such as in-ground irrigation or drainage systems, are considered part of the land. Agricultural land value is solely the value of the land, which value the landowner retains following the sale of this Restriction to the Grantee. FMALV is applicable at both the time of the Grantee’s purchase of this Restriction and at the time of subsequent sale. The FMALV may rise and fall commensurate with market conditions and/or inflation or other valuation factors such as upkeep of the land, and/or improvements in the condition of the soil or its productivity. It is understood that land improvements may increase the FMALV.

M. IMPERVIOUS SURFACE: a material that does not allow water to percolate into the soil on the Premises; including, but not limited to, buildings with and without flooring, paved areas and any other surfaces that are covered by asphalt, concrete, or roofs.

N. PERMANENT STRUCTURE: any structure that requires the grading or excavation of soil for footings or foundations or which substantially alters or otherwise affects the soil profile.

O. TEMPORARY STRUCTURE: any structure having no footing or foundation, or does not substantially alter or otherwise affect the soil profile.

P. BONA FIDE PURCHASE AND SALE AGREEMENT: An agreement duly executed by Grantor and a proposed purchaser of the Premises, which agreement includes, at a minimum, consideration and an expiration date that extends at least one day beyond the option date described in Section III.H.3.c. below.

III. TERMS AND CONDITIONS

A. GRANTOR'S RESERVED RIGHTS AND OBLIGATIONS

Notwithstanding any provision of this Restriction to the contrary, the Grantor reserves all customary rights and privileges of ownership, including the right of privacy, as well as any other rights not inconsistent with the terms and conditions of this Restriction or with General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and the rules, regulations and policies thereunder.

The provisions of this Restriction and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Premises, so long as the agricultural

operations are consistent with the long-term viability of the Premises, the ALE Plan, and the Restriction Purpose. No uses will be allowed that violate Federal laws, including Federal drug laws, or that decrease the protection of the Premises for the Purpose of the Restriction, or that decrease the Restriction's protection of the agricultural use and future viability and related conservation values of the Premises.

The following activities and uses are hereby deemed by the Grantee to be consistent with the Purpose of this Restriction and the ACEP, and are expressly permitted to be carried out on the Premises in a manner that does not impair the agricultural value of the Premises:

1. to repair and replace existing fences, construct new fences as necessary for Agricultural Use on the Premises, and utilize fences to mark boundaries on the Premises;
2. to use snowmobiles on snow on the Premises by the Grantor or others for non-commercial recreational use;
3. to place signs to:
 - a. identify or advertise the Agricultural Use of the Premises,
 - b. advertise agricultural products or services at the Premises, or
 - c. identify the ACEP-ALE Parcel as a participant in ACEP and the Grantee's Agricultural Preservation Restriction Program; and
4. to conduct and participate in non-commercial, undeveloped, and passive recreational and educational activities that do not require infrastructure (Impervious Surfaces), as long as such activities do not adversely impact the soils, future viability, related conservation values and/or Agricultural Use on the Premises.

The Grantor shall continue to be obligated to make payment of all taxes, upkeep and maintain the Premises, and continue to be responsible for all liability arising from personal injury or property damage occurring on the Premises. The Grantor acknowledges that Grantee, and the Co-Holder, if applicable, has neither possessory rights in the Premises, nor any responsibility nor right to control, maintain, or keep up the Premises.

B. AFFIRMATIVE COVENANT

The Grantor covenants that the Premises shall be maintained in active commercial Agricultural Use, and the Premises shall not be Abandoned. Failure to maintain the Premises in active commercial Agricultural Use shall be a violation of this Restriction.

C. AGRICULTURAL LAND EASEMENT PLAN

In consultation with Grantor and Grantee, an agricultural land easement plan (the "ALE Plan"), will be developed by NRCS (or an NRCS-certified planner) including a conservation plan that complies with 7 CFR Part 12 pertaining to all highly erodible land on the ACEP-ALE Parcel. The ALE Plan will be updated, by NRCS (or an NRCS-certified planner) in consultation with the Grantor and Grantee, in the event the agricultural uses or ownership of the ACEP-ALE Parcel change. A copy of the current ALE Plan is kept on file with the Grantee. If the NRCS standards and specifications for highly erodible land are revised after the date of this Restriction based on an Act of Congress, NRCS will work cooperatively with the Grantor and Grantee to develop and implement a revised ALE Plan.

D. PROHIBITED USES; ACTS; STRUCTURES

The Grantor further covenants that the Premises will at all times be held, used and conveyed subject to, and not in violation of, the following restrictions, subject to the exceptions enumerated in Section III (E):

1. No use shall be made of the Premises, and no activity thereon shall be permitted, which is inconsistent with the Purpose of this Restriction or with General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended; and the rules, regulations and policies thereunder;
2. No residential dwelling, tennis court, in-ground swimming pool, commercial or recreational horse riding or boarding facility, golf course, golf range, nonagricultural airport landing strip, cell tower, or other such non-agriculturally related Temporary or Permanent Structure(s) shall be constructed or placed or permitted to remain on the Premises;
3. No refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, oil, radio-active or hazardous waste, or other such substance or material whatsoever shall be placed, stored, dumped, or permitted to remain on the Premises, except as required for the use of the Premises for generally accepted Agricultural Use;
4. No use shall be made of the Premises for:
 - a. Transferring property rights to any property, whether or not adjacent to the Premises;
 - b. Calculating permissible lot yield of the Premises, or of any other property; or
 - c. Any calculations involving development of any other property, whether or not adjacent to the Premises, in any manner whatsoever;
5. Impervious Surfaces will not exceed two percent of the total area of the ACEP-ALE Parcel, excluding NRCS-approved conservation practices. This limitation does not include public roads or other roads owned and controlled by parties with superior rights to those rights conveyed to the Grantee by this Restriction. In the event the ACEP-ALE Parcel is subdivided as provided for in Section III (E) (10) the total cumulative Impervious Surface of the subdivided parcels must not exceed the impervious limitation referenced above. The Grantor, with the Grantee's approval, shall allocate the Impervious Surface limit among the subdivided parcels and ensure the impervious surface limitation is clearly defined in each subdivided parcel's recorded instrument;
6. No mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this Restriction or later acquired by Grantor except for limited mining activities if the materials mined are used for agricultural operations on the Premises performed in accordance with Section III (E) (2). Using any surface mining, subsurface mining, or dredging method from the Premises is prohibited; If a third party owns or leases the oil, natural gas, or any other mineral rights associated with the Premises at the time this Restriction is executed, and their interests have not been subordinated to this Restriction, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Restriction. Any mineral leases or other conveyances of minerals entered into or renewed after the date of this Restriction are subordinate to the terms of this Restriction and must incorporate by reference this Restriction;

7. No motorized vehicles may be used on the Premises except as necessary for Agricultural Use, forestry, habitat management, law enforcement and public safety, or other permitted uses of the Premises, provided that no use of motorized vehicles may create impacts that are detrimental to the productivity of the soils on the Premises and the Purpose of this Restriction;
8. No signs may be placed on the Premises, except those explicitly allowed in Section III (A) (3);
9. No water rights may be transferred, encumbered, leased, sold, or otherwise separated from title to the Premises;
10. No grading, blasting, filling, sod farming, earth removal, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Premises, except in accordance with generally accepted agricultural practices that are consistent with the Purpose and terms of this Restriction and as allowed in Section III (E) (7), (8) or (9);
11. No establishment of any nonagricultural commercial or industrial uses or facilities, except as allowed by Special Permit under Section III (G);
12. No granting of easements for utilities except as allowed in Section III (E) (4); and
13. No granting of easements for roads.

E. USES; ACTS; STRUCTURES THAT REQUIRE GRANTEE'S PRIOR WRITTEN APPROVAL

The following uses, acts or structures (hereinafter “uses” or “activities”) are allowed only with the prior written approval of the Grantee and subject to, but not limited to, the prerequisites described below. Requests for such approvals, and the granting thereof, shall be governed by the procedures set forth in Section III (F) of this Restriction as well any rules, regulations and policies:

1. Except as otherwise permitted in this Section III (E), all new structures and improvements, including the construction or placing of any agricultural Permanent Structures for housing seasonal agricultural employees, must be located within the Building Envelope(s), containing approximately 1.41 total acres and described or shown in Exhibit B which is appended to and made a part of this Restriction.

The identified boundaries and location of the approved Building Envelope(s) may be adjusted only with prior written approval from the Grantee and the Chief of NRCS. The adjusted Building Envelope(s) may not be larger than the approved Building Envelope(s) and must provide equal or greater protection of the Purpose of the Restriction and the Agricultural Use and future viability, and related conservation values of the ACEP-ALE Parcel. Following receipt of written approval to adjust identified Building Envelope(s), the Grantor and Grantee shall amend this Restriction to add an exhibit that describes the subsequently approved boundaries and locations of the Building Envelope(s).

Agricultural structures and utilities to serve approved buildings or structures, including on-farm renewable energy structures allowed under Section III (E) (11), that neither individually nor collectively have an adverse impact on the Purpose of the Restriction, or the Agricultural Use, future viability, or related conservation values of the ACEP-ALE Parcel, may be built outside of the Building Envelope with prior

written approval of the Grantee;

2. The excavation, dredging, depositing on, or removal from the Premises of loam, peat, gravel, soil, sand, rock other mineral resources, or natural deposits if the materials mined are used for agricultural operations on the Premises. In the case of this limited mining for materials used for agricultural operations on the Premises, extraction must be limited, localized, and small, with a defined area and acreage approved prior to extraction by the Grantee, not to exceed 7.056 acres and does not harm the Purpose of the Restriction, conservation values or the Agricultural Uses of the Premises;
3. The maintenance or improvement of a septic system, other underground sanitary system, or non-sanitary wastewater management system which exists on the Premises, or the construction of a septic system, other underground sanitary system, or non-sanitary wastewater management system, for the benefit of existing agriculturally related Permanent Structures on the Premises. However, if these systems are proposed with a simultaneous approval request for an agricultural Permanent Structure, the construction of a system may be allowed concurrently;
4. The granting or modification of easements for utilities when the utility will not adversely impact the Agricultural Use, future viability, and related conservation values of the Premises and when the easement benefits the Premises as determined by the Grantee in consultation with the Chief of NRCS;
5. The widening, improvement, construction or placement of an Impervious Surface driveway, road, parking lot, utility pole, conduit or line in support of a Temporary or Permanent Structure or improvement to the Premises, necessary to carry out agricultural operations or other permitted uses on the Premises. New roads may be constructed if they are approved in advance by Grantee, within Impervious Surface limits, and are necessary to carry out the agricultural operations or other allowed uses on the Premises. Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within Impervious Surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Premises. Said activities must be within the Impervious Surface limit, if it meets the definition of an Impervious Surface;
6. Forest management and timber harvesting activities. These activities may be approved by the Grantee only if the activities are:
 - a. performed in accordance with a written forest management plan, by a licensed professional resource manager, having been prepared and executed in accordance with General Laws, Chapter 132, as amended, except that the forest management plan will not be required for the following allowed noncommercial activities (i) cutting of trees for the construction of allowed utilities, forest access roads, buildings, and structures on the Premises, (ii) cutting of trees for trail clearing, (iii) cutting of trees for domestic use as firewood or for other domestic uses by Grantor, (iv) removal of trees posing an imminent hazard to the health or safety of persons or livestock, or (v) removal of invasive species;
 - b. consistent with the terms of this Restriction; and
 - c. carried out to the extent practicable in accordance with current generally accepted best management practices for the sites, soils, and terrain of the

Premises;

7. Dam construction in accordance with a plan approved by the Grantee to create ponds for agricultural use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement or creation;
8. Soil disturbance activities required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the conservation purpose of this Restriction;
9. Erosion and sediment control pursuant to a plan approved by the Grantee;
10. The Premises must not be divided or subdivided into, or separately conveyed as, more than two separate parcels (one divisions allowed). To protect the Purpose of the Restriction, the boundaries of such divisions must be approved in writing by the Grantee and the Chief of NRCS, or the Chief's authorized designee (Chief of NRCS), before any such division, subdivision, or separate conveyance occurs. The Chief of NRCS may only approve the division, subdivision, or separate conveyance of the Premises into separately conveyable farm or ranch parcels when:
 - a. The Grantee requests the Chief of NRCS approval to subdivide the ACEP-ALE Parcel into separate farm parcels, after receiving a request from the Grantor;
 - b. The Grantor certifies to the Chief of NRCS that the requested subdivision is required to keep all parcels in production and viable for Agriculture Use and that any new owners of the subdivided Premises farm or ranch parcels intend to use such parcels for agricultural operations; and
 - c. The Chief of NRCS determines that the:
 - i. Parcels resulting from the subdivision of the ACEP-ALE Parcel will meet ACEP land eligibility requirements of 16 U.S.C. Section 3865 *et. seq.* as enacted on the date the original parcel was enrolled in ACEP, including the allocation of the impervious surface limitation between the subdivided parcels, and
 - ii. The resulting parcel will not be below the median size of farms in the county or parish as determined by most recent United States Department of Agriculture's National Agricultural Statistical Survey ("NASS").
11. Renewable energy structures for the purpose of generating energy for the agricultural needs of the Premises. Renewable energy structures must be built and maintained within Impervious Surface limits, with minimal impact on the conservation values of the Premises including the ACEP-ALE Parcel and consistent with the Purpose of this Restriction.

F. PROCEDURES FOR OBTAINING THE GRANTEE'S PRIOR WRITTEN APPROVAL

1. The Grantor shall submit an application to the Grantee, on a form prescribed by the Grantee, prior to undertaking any uses or acts, or undertaking construction of any Structures described in Section III (E). The Grantor shall not secure other applicable permits required by local or state law prior to obtaining approval from the Grantee.

2. Within 90 days of receipt of a completed application, which shall include all information and documentation that may be required by the Grantee, the Grantee shall review the application and may inspect the premises.
3. After receipt of the completed application, the Grantee may approve the application, with or without Conditions, only upon finding that:
 - a. the proposed use, act, or Structure is authorized by this Restriction, General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended; and the rules, regulations and policies thereunder; and
 - b. the proposed use, act, or Structure shall not defeat nor derogate from the Purpose of this Restriction, and General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and the rules, regulations and policies thereunder.
- 4.. If the Grantee approves in whole or in part, with or without Conditions, the Grantor's application, the Grantee shall issue a Certificate of Approval suitable for recording.

G. SPECIAL PERMIT PROCESS

Commercial non-Agricultural Uses and activities for which the Grantor receives payment, compensation, or any other type of monetary or non-monetary remuneration, such as temporary or seasonal outdoor activities or events that do not harm the agricultural use, future viability, and related conservation values of the Premises, may be permitted if the Grantor receives a special permit from the Grantee ("Special Permit"). The Grantee, with the approval of the Co-Holder, if any, may grant a Special Permit only if:

1. The Grantor requests a Special Permit by submitting an application on a form prescribed by the Grantee;
2. The Premises is being actively utilized for full-time commercial agriculture;
3. The activity is minor, ancillary and subordinate to the Agricultural Use of the Premises;
4. Such uses and activities are not inconsistent with the Purpose of this Restriction and shall not defeat nor derogate from the Purpose of this Restriction; and
5. The Special Permit is:
 - a. limited to the current Premises owner(s) who applied for and obtained the Special Permit;
 - b. limited to a period no longer than five (5) years, renewable at the discretion of the Grantee for an additional term(s) of no longer than five (5) years, upon reapplication;
 - c. terminated upon transfer of ownership;
 - d. limited to uses and activities that will not impair the agricultural viability of the soil;
 - e. limited to existing structures requiring only minor renovations, such renovations will not prevent the use of the structure for Agricultural Use; and
 - f. limited to uses and activities requiring no new construction.

H. OPTION TO PURCHASE PREMISES AT AGRICULTURAL VALUE

1. The Grantee shall have an option to purchase the Premises at Fair Market Agricultural Value ("FMAV") in accordance with the provisions of this section ("Option"). This Option has been granted as an integral part of this Restriction, the full consideration for which is set forth above. This Option constitutes a restriction that runs with the land and is binding in the event of a foreclosure of said Premises.
 - a. The intent of this Option is to ensure resale of the Premises at FMAV. Accordingly, the parties hereto agree to a process as follows:
 - i. In the event that the Grantor proposes to sell the Premises and enter into a Bona Fide Purchase and Sale Agreement with a third party for the sale of the Premises, the Grantee, pursuant to 330 CMR 22.10 and subsections 2-4 below, shall have the right to purchase or assign the right to purchase (see subsection 8, below) the Premises from the Grantor at FMAV. Said FMAV shall be determined by:
 - a) an appraisal paid for and obtained by the Grantor conducted by an appraiser with the qualifications outlined in the "Guidelines for Agricultural Appraisals" prepared by the Grantee and as in effect at such time, and the terms pertaining to appraisal set forth therein and within the time frame set forth in said "Guidelines for Agricultural Appraisals" and in accordance with the specifications set forth in said "Guidelines for Agricultural Appraisals." The Grantee shall have the right to disagree with the appraisal and, at its own expense, obtain its own appraisal. If the two appraisals differ, there shall be a third appraisal, the expense of which shall be equally shared between the Grantee and the Grantor, to determine the FMAV in accordance with the said "Guidelines for Agricultural Appraisers"; or, at the election of the Grantor,
 - b) an amount equal to the FMALV of the Premises as determined by the appraisal relied upon for the acquisition of this Restriction ("Governing Appraisal") which sum shall then be multiplied by the Inflation Rate. The Inflation Rate shall be equal to 1 plus the fractional increase in the Consumer Price Index for all Urban Consumers, Boston, All Items (1982-1984 equals 100) published by the Bureau of Labor Statistics, United States Department of Labor, or successor index published by the United States government appropriately correlated to the prior index by a published conversion factor, where indicated, from date of Governing Appraisal for this Restriction to the date of execution of the Bona Fide Purchase and Sale Agreement.
 - b. In the event that the sale price as set forth in the Bona Fide Purchase and Sale Agreement is less than the FMAV determined by the procedures set forth in either i.a) or i.b) above, the Grantee shall have the right, pursuant to 330 CMR 22.10 and subsections 2-4 below, to purchase the Premises from the Grantor, or assign its right to purchase the Premises from the Grantor, for this lesser amount.
 - c. In the event of a subdivision, recording of a subdivision plan, partition, or any other

division of the Premises, or any portion thereof, into two or more parcels, as approved by the Grantee and the Chief of NRCS in accordance with Section III (E) (10) above, the FMAV shall be determined pursuant to paragraph i.a) above.

2. Prior to submitting a Notice of Intent (as defined in section 3 below) for the sale of the Premises, there shall be a conference between Grantor, Grantee and the third-party purchaser to discuss the requirements of the transfer or sale of the Premises (the "Pre-Sale Conference"). The Pre-Sale Conference shall occur at the Premises or in a manner and time agreed upon by Grantor, Grantee and proposed purchaser. The parties hereto acknowledge that it is the Grantor's responsibility to disclose to the Purchaser that the Premises is subject to the APR.
3. Upon executing a Bona Fide Purchase and Sale Agreement for the sale of the Premises with a third party purchaser, the Grantor shall provide a Notice of Intent, which shall include, at a minimum, all items listed below:
 - a. The Grantor shall provide, at a minimum, to the Grantee:
 - i. written notice stating the Grantor's intent to sell the Premises;
 - ii. an offer to sell the Premises to Grantor;
 - iii. a written request for a Waiver of the Option;
 - iv. a true, correct, complete and fully executed copy of the offer to purchase (if any);
 - v. a true, correct, complete and fully executed copy of a Bona Fide Purchase and Sale Agreement, together with any amendments, from a third party to purchase the Premises. If the Bona Fide Purchase and Sale Agreement includes other land not subject to the Restriction, Grantor shall also provide a written apportionment of values in the Purchase and Sale Agreement as between the Premises and the land/structures not subject to the Restriction;
 - vi. a copy of the current deed;
 - vii. any appraisal(s) prepared for the proposed sale;
 - viii. any appraisal prepared for sale at which Owner acquired the Premises;
 - ix. if FMAV was not determined by 1.a.i.a above and/or there are not appraisal(s) prepared for the proposed sale, then Grantor shall provide the FMALV as determined pursuant to 1.a.i.b) above.
 - b. The third party purchaser must submit a Farm Business Plan to the Grantor in accordance with 330 CMR 22.10.
 - c. The Notice of Intent shall not be deemed to have been duly provided, and the sixty (60) day period discussed in item d below, shall not begin until and unless the Pre-Sale Conference has been held and until and unless all items listed in section 3.a and 3.b above have been provided: After receipt of the Notice of Intent, Grantee shall be allowed to communicate directly with the Grantor or to seek an additional conference with Grantor and proposed purchaser to clarify any element of the Notice of Intent.
 - d. Upon receipt of the Notice of Intent, Grantee shall review the Notice of Intent to determine whether the proposed sale qualifies for an Automatic Waiver of Right to Purchase or a Discretionary Waiver of Right to Purchase, as set forth in 330 CMR 22.10.

In the event the proposed sale does not qualify for an Automatic Waiver or Discretionary Waiver, Grantee may elect to exercise its Option to Purchase. Grantee shall have sixty days (60) days from receipt of the Notice of Intent to notify the Grantor of its election to purchase the Premises at FMAV (or any lesser sale price set

forth in the Purchase and Sale Agreement) or to waive its rights under the Option. In the event Grantee exercises its Option to Purchase, Grantee shall notify Grantor in writing (“Notice of Election”). Said Notice of Election shall be sent to Grantor no more than three business days after said decision is made.

4. In the event that the Grantee elects to exercise this Option to purchase the Premises, the deed shall be delivered and the consideration paid at the Worcester County Registry of Deeds before 4 o'clock p.m. on or before the one-hundred-eighty (180) day after the date of mailing by the Grantee of the Notice of Election or, if a Saturday, Sunday or holiday, on the next business day thereafter, and the deed shall convey a good and clear record and merchantable title to the Premises free of all encumbrances, and the Premises shall be in the same condition as at the time of the Notice of Election, reasonable wear and tear and use thereof excepted. The date and time of the transfer may be amended by written mutual agreement of the Grantor, Grantee, and any assignee, if applicable.
5. The Grantor may sell the Premises, to the third party purchaser who entered into the Bona Fide Purchase and Sale Agreement referred to in Paragraph 1.a.i above, only in the event that the Grantee:
 - a. declines in writing to exercise its rights under this Option within the specified time period; or
 - b. fails to waive its rights under this Option in writing within the specified time period; or
 - c. having elected to exercise its rights under this Option, fails to complete the purchase within the specified time period, only if however, the failure to complete the purchase is not based upon a failure or delay by the Grantor.

Said sale of the Premises must take place within one (1) year of the date of the Grantee’s receipt of the Notice and be only upon the same terms and conditions as contained in said Bona Fide Purchase and Sale Agreement.

6. The obligations of the Grantor under this Option shall not apply where the transfer of ownership of the Premises will be a result of:
 - a. a conveyance by deed to the Grantor’s spouse, parent, child(ren) or grandchild(ren) (whether by blood, marriage or adoption), siblings and/or their child(ren) or grandchild(ren) (whether by blood, marriage or adoption); or
 - b. a devise of said Premises by will or intestacy of the Grantor; or
 - c. a conveyance of an interest in the Premises to a co-owner.
7. Any notices required by this Option shall be in writing and shall be deemed delivered if delivered in hand or mailed, postage prepaid by certified mail return receipt requested, addressed in the case of the Grantor to such address as may be specified in the Notice or if none, then to the Premises, and in the case of the Grantee, to the Commissioner of the Department of Agricultural Resources, 251 Causeway Street, Suite 500, Boston, MA 02114-2151.
8. The Grantee may assign its right to purchase under this Option after providing the Grantor with a Notice of Election exercising its right to purchase, provided that the right to purchase may only be assigned pursuant to the procedures set forth in 330 CMR 22.10(8). Any assignment shall only be effective when made in writing, signed by the Commissioner, and duly recorded with the appropriate registry of deeds.

9. Grantor shall have the right to withdraw its Notice of Intent at any point prior to Grantee's Notice of Election or prior to Grantee's assignment described in Item 8 above.
10. Any waiver of the Grantee's rights under this Option shall be in writing, signed by the Commissioner, and in a form and format suitable for recording in the appropriate registry of deeds. This waiver shall serve to satisfy the Grantor's obligations to the Grantee under this Option only with regard to the third party purchaser who entered into the Bona Fide Purchase and Sale Agreement referred to in Paragraph 1.a.i, above.
11. The rights and obligations of the Grantor hereunder shall inure to and be binding upon the Grantor and all successors in title.

I. ENFORCEMENT OF THIS RESTRICTION

1. The Grantor grants to the Grantee and to the Co-Holder as applicable, and their successors in title, the right to enter upon the Premises, including the buildings and structures on the Premises, and to the United States, the right to enter upon the ACEP-ALE Parcel, including the buildings and structures, in a reasonable manner and at reasonable times, for the purposes of inspecting the Premises to determine compliance with this Restriction, any Certificate of Approval, Special Permit, or General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and rules, regulations and policies thereunder; the right to enforce this Restriction, any Certificate of Approval, Special Permit, or General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and rules, regulations and policies thereunder; and the right to take any other action which may be necessary or appropriate in the determination of the Grantee, with or without order of court, to remedy or abate any violation of this Restriction, or of any Certificate of Approval, Special Permit, or of General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and rules, regulations and policies thereunder.

Additionally, the Grantor and the Grantee agree that the natural characteristics, ecological features, and physical and man-made conditions of the Premises on the date of this Restriction are documented in a Baseline Documentation Report prepared by the Grantee and signed and acknowledged by the Grantor establishing the condition of the Premises on the date of this Restriction and including reports, maps, photographs, and other documentation. The Baseline Documentation Report is incorporated into this Restriction by reference. The Grantee will maintain the Baseline Documentation Report and annually monitor the Premises ensuring that active agricultural operations are in compliance with the NRCS ALE Plan, if any, and in compliance with this Restriction.

2. In the event of a violation of the terms of this Restriction, Certificate of Approval, Special Permit, or General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, or rules, regulations and policies thereunder, the Grantee reserves the right to pursue any remedy available at law and equity, including injunctive relief, without prior notice to the Grantor. If a court determines that this Restriction has been violated, the Grantor will reimburse the Grantee for any reasonable costs of enforcement, including court costs, reasonable attorney's fees, and other payments ordered by such court.
3. Any forbearance by the Grantee to exercise its rights under this Restriction or its right arising from a breach of any term hereof shall not be deemed or construed to be a

waiver by the Grantee of such term or of any subsequent breach of the same by any other term of this Restriction or of any of the Grantee's rights hereunder. No failure, delay, or omission by the Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver, and the Grantor hereby waives any defense of laches, prescription or estoppel.

4. The enforcement rights hereby granted shall be in addition to, and not in limitation of any other rights and remedies available to the Grantee for enforcement of this Restriction, Certificate of Approval, Special Permit, or General Laws, Chapters 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and rules, regulations and policies thereunder.
5. The Grantor and its successors in title, shall be jointly and severally liable for any violation of the terms of this Restriction, Certificate of Approval, Special Permit, or General Laws, Chapters 184, Sections 31 through 33 and Chapter 20, Sections 23 through 26, and rules, regulations and policies thereunder.
6. Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement on the ACEP-ALE Parcel that it may exercise only if the terms of the Restriction are not enforced by the Grantee of the Restriction. The Secretary of the United States Department of Agriculture (the "Secretary"), or the Secretary's assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this Restriction on the ACEP-ALE Parcel, as determined in the sole discretion of the Secretary. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Restriction on the ACEP-ALE Parcel from the Grantor, including, but not limited to, attorney's fees or expenses, related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Restriction on the ACEP-ALE Parcel from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the Restriction on the ACEP-ALE Parcel against the Grantor up to the amount of the United States' contribution to the purchase of the Restriction on the ACEP-ALE Parcel.
7. The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with this Restriction. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the terms of this Restriction, and the United States ALE Agreement with the Grantee, the United States will have reasonable access to the ACEP-ALE Parcel. Prior to its inspection of the ACEP-ALE Parcel, the United States shall provide advance notice to Grantee and Grantor and provide Grantee and Grantor a reasonable opportunity to participate in the inspection. In the event of an emergency, the United States may enter the ACEP-ALE Parcel to prevent, terminate, or mitigate a potential or unaddressed violation of the Restriction on the ACEP-ALE Parcel and will give notice to the Grantee and the Grantor at the earliest practicable time.

J. GENERAL INDEMNIFICATION AND DISCLAIMER

The United States, its employees, agents, and assigns disclaim and will not be held responsible for the Grantee's or the Grantor's negligent acts or omissions or the Grantee's or the Grantor's breach of any representation, warranty, covenant, or agreements contained in this Restriction, or violations of any Federal, State, or local laws, including all Environmental Laws (defined below) including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Premises.

The Grantor must indemnify and hold harmless the Grantee and the United States, its employees, agents, and assigns from any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the Grantee and the United States may be subject or incur relating to the Premises, which may arise from, but are not limited to, the Grantor's negligent acts or omissions or breach of any representation, warranty, covenant, agreements contained in this Restriction, or violations of any applicable Federal, State, or local laws including all Environmental Laws (defined below).

K. ENVIRONMENTAL WARRANTY

The Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. The Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Premises. The Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Furthermore, the Grantor warrants the information disclosed to the Grantee and United States regarding any past violations or non-compliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

The Grantor represents and warrants that no third party owns or leases the oil, natural gas, soil, sand, gravel or any other mineral substance at the time this Restriction is executed.

Moreover, the Grantor hereby promises to hold harmless and indemnify the Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Premises, or arising from or connected with a violation of any Environmental Laws by the Grantor or any other prior owner of the Premises. The Grantor's indemnification obligation shall not be affected by any authorizations provided by the Grantee or the United States to the Grantor with respect to the Premises or any restoration activities carried out by the Grantee at the Premises; provided, however, that the Grantee shall be responsible for any Hazardous Materials contributed after this date to the Premises by the

Grantee.

As used herein, "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

As used herein, "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

IV. GENERAL PROVISIONS

A. AUTHORIZATION

The foregoing Restriction is authorized by Massachusetts General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and otherwise by law, and is intended to ensure the protection and preservation of agricultural lands as expressed herein. In addition, funding provided by the Agricultural Conservation Easement Program ("ACEP") is authorized by the Agricultural Conservation Easement Program, Subtitle H of Title XII of the Food Security Act of 1985, as amended by Section 2301 of the Agricultural Act of 2014 (Public Law 113-79). The ACEP provides funding for the purchase of an Agricultural Land Easement to protect the Agricultural Use and future viability and related conservation values of eligible land by limiting nonagricultural uses of that land (16 U.S.C. § 3865 *et. seq.*, as amended).

This Restriction shall be administered and enforced by the Commissioner at in his/her sole discretion as he/she may decide and on behalf of the Co-Holder by the Conservation Commission, the Board of Selectmen, or as otherwise provided in General Laws, Chapter 20, Section 23, as amended. Nothing herein shall impose upon the Grantee or the Co-Holder any duty to maintain or require that the Premises be maintained in any particular state or condition, notwithstanding the Grantee's acceptance hereof.

Except as otherwise provided herein, this Restriction does not grant to the Grantee, the Co-Holder, the public, or any other person any right to enter upon the Premises. This Restriction is in gross, exists in perpetuity, and is not for the benefit of or appurtenant to any particular land and shall not be assignable except to another governmental or charitable corporation or trust which has power to acquire interests in land and whose purposes include conservation of agricultural land and natural areas. All rights and obligations of this Restriction shall run with the Premises and shall be binding upon all future owners of any interest therein. This Restriction may only be released, in whole or in part, only by the Grantee through the procedures established in Section 32 of Chapter 184 of the General Laws, as amended, and by Article 97 of the Amended Articles of the Massachusetts Constitution and otherwise by law.

If any section or provision of this Restriction shall be held to be unenforceable by any court of

competent jurisdiction, this Restriction shall be construed as though such section had not been included in it. If any section or provision of this Restriction shall be subject to two constructions, one of which would render such section or provision invalid, then such section or provision shall be given the construction that would render it valid. If any section or provision of this Restriction is ambiguous, it shall be interpreted in accordance with the Purpose of this Restriction, rules, regulations and policies, as amended, of the Grantee and the provisions of General Laws, Chapter 184, Sections 31 through 33, and Chapter 20, Sections 23 through 26, as amended. No transfer of the Premises to the Grantee or to any successor of assignee will be deemed to eliminate this Restriction pursuant to the doctrine of “merger” or any other legal doctrine.

B. EXTINGUISHMENT, TERMINATION, AND CONDEMNATION

The interests and rights under this Agricultural Land Easement may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this Restriction, the United States must review and approve any proposed extinguishment, termination, or condemnation action that may affect its Federal interest in the ACEP-ALE Parcel.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee and the United States stipulate that the FMV of the Restriction is ninety two percent (92 %), hereinafter the “Proportionate Share,” of the FMV of the ACEP-ALE Parcel unencumbered by this Restriction. The Proportionate Share will remain constant over time.

If this Restriction is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the FMV of the ACEP-ALE Parcel unencumbered by this Restriction. The FMV of the Restriction will be determined at the time all or part of this Restriction is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the Grantee, Co-Holder and the United States will be as follows: (a) to the Grantee or its designee, twenty eight (28%) of the Proportionate Share; (b) to the United States forty six percent (46%) of the Proportionate Share; (c) and to the Co-Holder fourteen percent (14%) of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor’s successor or assign, the Grantee and the United States each have a lien against the ACEP-ALE Parcel for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to the Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

C. AMENDMENT

This Restriction may be amended only if, in the sole and exclusive judgment of the Grantee and the United States, by and through the Chief of NRCS, such amendment is consistent with the Purpose of this Restriction and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendment(s). Prior to the signing and recordation of the amended Restriction, such amendment(s) must be mutually agreed upon by the Grantee, the Grantor, and the United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States will considered null and void.

D. TRANSFER

Upon transfer of the Premises or interest in the Premises from one landowner to another, the conveyance document must expressly refer to this Restriction and state that the Premises is subject to its terms. Upon prior written consent from the NRCS, the Grantee may transfer this Restriction to a public agency or nonprofit organization that, at the time of transfer, is a qualified organization under section 170(h) or successor provision of the Internal Revenue Code.

E. NOTICE

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor:

Community Harvest Project, Inc.
37 Wheeler Road
North Grafton, MA 01536

To Grantee:

Commissioner of the Department of Agricultural Resources
251 Causeway Street, Suite 500
Boston, Massachusetts 02114-2151

To NRCS:

451 West Street
Amherst, MA 01002-2953

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

V. OTHER

No Massachusetts deed excise stamps are affixed hereto as none are required by law.

APPROVAL OF THE COMMONWEALTH OF MASSACHUSETTS

The undersigned _____, _____ of the Department of Agricultural Resources of the Commonwealth of Massachusetts hereby certifies that the foregoing Agricultural Preservation Restriction with Option to Purchase at Agricultural Value granted by Community Harvest Project, Inc. to the Commonwealth of Massachusetts with respect to the Premises located in 115 Prospect Hill Road, Harvard, Worcester County, Massachusetts and more particularly described in Exhibit A attached hereto, has been approved in the public interest pursuant to General Laws, Chapter 184, Sections 32 through 33, as amended and Chapter 20, Sections 23 through 26, as amended.

COMMONWEALTH OF MASSACHUSETTS

By: _____

_____,
Department of Agricultural Resources
GRANTEE

COMMONWEALTH OF MASSACHUSETTS

_____, ss _____, 2023.

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared the above-named _____ who proved to me through satisfactory evidence of identification, namely personal knowledge, to be the person whose name is signed on this approval document, and acknowledged to me that he signed it voluntarily for its stated purpose as Commissioner of the Department of Agricultural Resources, as the voluntary act of said Commonwealth.

; Notary Public

My Commission Expires :

APPROVAL OF THE MUNICIPALITY

MUNICIPALITY OF HARVARD

We, the members of the Board of Selectmen of the Municipality of Harvard, hereby approve the acceptance of the foregoing Agricultural Preservation Restriction granted by Community Harvest Project, Inc, to the Commonwealth of Massachusetts (with the Municipality of Harvard holding the Restriction jointly with the Commonwealth), with respect to Premises, as described therein, in the public interest pursuant to Massachusetts General Laws, Chapter 184, Sections 31 through and including 33 and, Chapter 20, Sections 23 through 26.

Date:

Municipality of Harvard Board of Selectmen/ City Council/ Conservation Commission

COMMONWEALTH OF MASSACHUSETTS

_____, ss _____, 2023.

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared the above-named,

Name: _____ *Evidence of Identification:* _____

and proved to me through satisfactory evidence of identification as noted above, to be the persons whose names are signed on this document (namely, Agricultural Preservation Restriction and Option to Purchase at Agricultural Value) and acknowledged to me that as duly elected or appointed members of the _____ Board of Selectmen/City Council/Conservation Commission, they signed it voluntarily for Harvard for its stated purpose.

; Notary Public

My Commission Expires

Exhibit A

LOT 2: To be Protected by an ACEP-ALE Agricultural Preservation Restriction

That certain property located in Harvard, Worcester County, Massachusetts, more particularly shown as Lot 2 on that certain plan entitled "Plan of Land in Harvard, Massachusetts (Worcester County), Prospect Hill Road, dated April 25, 2021, Prepared For: Massachusetts Department of Agricultural Resources, by BSC Group of 803 Summer Street Boston, Massachusetts, scale: 1"=100' and recorded with the Worcester District Registry of Deeds at Plan Book 968, Plan 14 and is more particularly described as follows:

Beginning at a rebar set on the easterly side of Prospect Hill Road, a public way, at the northwest corner of the premises;

Thence: South $72^{\circ}21'25''$ east, ninety-two and sixty-seven hundredths (92.67) feet to a point;

Thence: South $49^{\circ}00'14''$ east, one hundred ninety-nine and twenty-eight hundredths (199.28) feet to a rebar set;

Thence: South $81^{\circ}36'29''$ east, one hundred ninety-one and sixty-six hundredths (191.66) feet to a point;

Thence: North $8^{\circ}46'14''$ east, three hundred seven and eighty hundredths (307.80) feet to a drill hole set in a stonewall, the last four courses being by Lot 1;

Thence: South $81^{\circ}16'40''$ east, by a stonewall, one hundred fifteen and ninety-six hundredths (115.96) feet to a point;

Thence: South $81^{\circ}30'23''$ east, by a stonewall, one hundred fourteen and sixty-three hundredths (114.63) feet to a point;

Thence: South $80^{\circ}54'11''$ east, by a stonewall, one hundred ninety-eight and fifty-six hundredths (198.56) feet to a stone wall corner;

Thence: North $16^{\circ}31'33''$ east, by a stonewall, three hundred fifteen and eighty-two hundredths (315.82) feet to a point;

Thence: North $17^{\circ}07'50''$ east, by a stonewall, seventy-four and thirty hundredths (74.30) feet to a point;

Thence: North $15^{\circ}59'59''$ east, by a stonewall, one hundred seven and six hundredths (107.06) feet to a point;

Thence: North $16^{\circ}13'22''$ east, by a stonewall, one hundred seventy-four and twenty hundredths (174.20) feet to a point;

Thence: North $16^{\circ}55'15''$ east, by a stonewall, one hundred eighty and eight hundredths (180.08) feet to a drill hole found at the corner of the stonewall, the last eight courses being by land now or formerly of Eve Wittenberg and Carhleen A. Corning;

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Thence: North 8°51'50" east, by land now or formerly of Robert M. Moran and Jessica Rowse Moran, two hundred ninety-five and ninety-two hundredths (295.92) feet to a circle of stones found;

Thence: South 77°37'50" east, five hundred three and fifteen hundredths (503.15) feet to stones on ledge found;

Thence: South 72°20'34" east, three hundred thirty-five and forty-six hundredths (335.46) feet to a field stone bound in stones found, the last two courses being by land now or formerly of the Inhabitants of the Town of Harvard;

Thence: South 6°35'56" east, by land now or formerly of the Town of Harvard, nine hundred thirty-six and sixty-seven hundredths (936.67) feet to a stonewall corner;

Thence: South 8°34'47" east, by a stonewall, ninety-two and thirty-four hundredths (92.34) feet to a point;

Thence: South 8°46'31" east, by a stonewall, one hundred ninety-one and seventy-six hundredths (191.76) feet to a point;

Thence: South 8°34'10" east, by a stonewall, two hundred fifty-eight and eighty-nine hundredths (258.89) feet to a corner of stonewalls, the last three courses being by land now or formerly of the Town of Harvard;

Thence: South 10°47'37" east, by a stonewall, one hundred sixty-five and six hundredths (165.06) feet to a point;

Thence: South 11°14'34" east, by a stonewall, two hundred thirty-six and eighty hundredths (236.80) feet to a point;

Thence: South 8°20'28" east, by a stonewall, two hundred seventeen and seventy-eight hundredths (217.78) feet to a drill hole found in the stonewall;

Thence: South 9°01'50" east, by a stonewall, one hundred thirty-three and twenty-six hundredths (133.26) feet to a drill hole found in the stonewall, the last four courses being by land now or formerly of the Charles F. Davis, Jr. Family Trust of 1988 and the Patricia Libbey Davis Trust of 2006;

Thence: North 85°58'24" west, two hundred fifty-three and ninety-one hundredths (253.91) feet to a drill hole found in a concrete bound;

Thence: South 65°35'28" west, two hundred eleven and nine hundredths (211.09) feet to a drill hole found in a concrete bound, the last two courses being by land now or formerly of Aaron S. Nutt and Amy Brais Nutt;

Thence: North 34°41'44" west, one hundred eighty-two and sixty-one hundredths (182.61) feet to a drill hole found in a concrete bound;

Thence: North 26°57'39" west, two hundred one and forty-six hundredths (201.46) feet to a
Legal Final

point;

Thence: South 69°24'26" west, two hundred sixty-eight and sixty-two hundredths (268.62) feet to a point on a stonewall;

Thence: South 29°41'55" east, by a stonewall, one hundred eighty-eight and fifty-six hundredths (188.56) feet to a point;

Thence: South 68°39'14" west, by a stonewall, fifty-two and seventy-two hundredths (52.72) feet to a point;

Thence: South 22°44'45" east, five hundred sixty-four and fifty-seven hundredths (564.57) feet to rebar with a "Ross Associates" yellow plastic cap found at the northerly side of Madigan Lane, a public way, the last six courses being by land now or formerly of David C. Erdos and Pamela A. Erdos;

Thence: North 82°08'51" west, by the northerly side of said Madigan Lane, two hundred eighteen and ninety-three hundredths (218.93) feet to a rebar with a "Ross Associates" yellow plastic cap found;

Thence: Northerly by a curved line to the right the radius of which is twenty-five (25.00) feet a length of forty-seven and eighty-nine (47.89) feet to a rebar with a "Ross Associates" yellow plastic cap found;

Thence: North 11°53'53" west, one hundred fifty-two and fifty hundredths (152.50) feet to a point;

Thence: Northerly by a curved line to the left the radius of which is one hundred seventy-five (175.00) feet a length of ninety-one and fifty-four (91.54) feet to a rebar with a "Ross Associates" yellow plastic cap found;

Thence: North 41°52'13" west, two hundred twenty-seven and eighty-six hundredths (227.86) feet to a drill hole found in a stonewall;

Thence: North 41°52'13" west, three hundred eighty-two and seventy-eight hundredths (382.78) feet to a point at a stonewall, the last five courses being by land now or formerly of Frank A. Culmone and Erica M. Tremblay;

Thence: North 14°00'49" west, by a stonewall, five hundred forty-five and ten hundredths (545.10) feet to a drill hole found at the corner of the stonewalls;

Thence: North 85°56'55" west, by a stonewall, two hundred eighty-six and seventy-one hundredths (286.71) feet to a drill hole found in the stonewall, the last two courses being by land now or formerly of Steve Nizus and George E. Triantaris;

Thence: North 83°50'22" west, by a stonewall, by land now or formerly of The McVea Family Holding Trust; three hundred sixty-six and thirty hundredths (366.30) feet to rebar set;

Thence: North 5°54'04" east, one hundred sixty-seven and eighty-four hundredths (167.84) feet to a point;

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Thence: North 75°58'15" west, two hundred ninety-one and twenty-five hundredths (291.25) feet to a point;

Thence: North 65°50'59" west, eighty-eight and eighty-seven hundredths (88.87) feet to a drill hole set in a stonewall at the easterly side of Prospect Hill Road, the last three courses being by Lot 3;

Thence: North 30°10'17" east, along the easterly sideline of Prospect Hill Road, two hundred eighteen and seventy-eight hundredths (218.78) feet to the point of beginning.

Lot 2 contains 3,073,762 ± square feet or 70.564 ± acres.

LOT 1: To be Excluded from the ACEP-ALE Agricultural Preservation Restriction

That certain property located in Harvard, Worcester County, Massachusetts, more particularly shown as Lot 1 on that certain plan entitled "Plan of Land in Harvard, Massachusetts (Worcester County), Prospect Hill Road, dated April 25, 2021, Prepared For: Massachusetts Department of Agricultural Resources, by BSC Group of 803 Summer Street Boston, Massachusetts, scale: 1"=100' and more particularly described as follows:

Beginning at a rebar set on the easterly side of Prospect Hill Road, a public way, at the northwest corner of the premises;

Thence: South 81°30'56" east, by a stonewall, one hundred fifty-seven and sixty hundredths (157.60) feet to a point;

Thence: South 81°57'16" east, by a stonewall, one hundred nine and ninety-nine hundredths (109.99) feet to a point;

Thence: South 81°16'40" east, by a stonewall, one hundred eleven and twenty-three hundredths (111.23) feet to a drill hole set in a stonewall, the last three courses being by land now or formerly of Eve Wittenberg and Carhleen A. Corning;

Thence: South 8°46'14" west, three hundred seven and eighty hundredths (307.80) feet to a point;

Thence: North 81°36'29" west, one hundred ninety-one and sixty-six hundredths (191.66) feet to a rebar set;

Thence: North 49°00'14" west, one hundred ninety-nine and twenty-eight hundredths (199.28) feet to a point;

Thence: North 72°21'25" west, ninety-two and sixty-seven hundredths (92.67) feet to a rebar set, the last four courses being by Lot 2;

Thence: North 30°10'17" east, by the easterly side of said Prospect Hill Road, two hundred and two hundredths (200.02) feet to the point of beginning.

Lot 1 contains 112,821 ± square feet or 2.590 ± acres.

HARVARD HOUSING PRODUCTION PLAN

2023-2028

INTRODUCTION

The Town of Harvard, located 31 miles northwest of Boston, is a residential community of approximately 6,851 residents, based on the 2020 Census. Excluding Devens, the Town had 5,461 people according to the Census. The day-to-day operations of the Town are managed by a Town Administrator. The most recent version of the Housing Production Plan covered the years 2017-2022 and expired in June 2022. This revision has been developed by Metro West Collaborative Development in conjunction with Harvard's Director of Planning and the Municipal Affordable Housing Trust.

Background

For most of its existence, development in Harvard has been dependent upon soils characteristics to accommodate on-site septic systems in conformance with state and local regulations. Harvard created a municipal sewer system in the Town Center to serve existing homes and institutional uses, and the system began operations in 2013. The district comprises about 167 acres and has a limited capacity of 23,000 gallons per day (gpd). With a small ground water infiltration system, there is little capacity to accept additional development. The Town Center has had a limited municipal water system for some time. Harvard has a three-member Water and Sewer Commission that oversees both systems and meets as needed. Most households and businesses in Harvard are served by on-site private wells and septic disposal systems. Connecting Harvard with the sewer system in Devens remains an option.

Over the past several decades, Harvard has become a community with few housing options available to any but those seeking detached single-family homes on large lots. Its first affordable housing units were created in 1985, with the acquisition and preservation of four moderately-priced rental units at the Harvard Inn in the Town Center, by the local nonprofit Harvard Conservation Trust. As of May 2022, the Town has 108 rental and ownership units listed on the state's Subsidized Housing Inventory (SHI) or 5.45% out of 1,982 year-round units. Most of these units are a result of permit applications by private developers. The Town has attempted on several occasions to sponsor affordable units on Town land but has so far been unsuccessful.

Recent housing development has primarily been focused on market rate single-family homes and condominiums. Current housing stock still consists chiefly of large single-family homes on large lots, which meet the needs of just a fraction of the people who would like to move to or remain in the Town. Harvard is still beset with the problems of increasing housing cost and limited choices. With few opportunities for higher density development due to soils constraints, production has not kept pace with demand, and housing costs have continued to rise. Demographic projections suggest that demand for lower-priced, smaller-footprint housing will continue to outpace the supply.

Harvard and Devens

The community of Devens is situated on the former site of Fort Devens, the U.S. Army's New England headquarters and comprises areas of Harvard, Shirley, and Ayer. The site was purchased by MassDevelopment following closure of the base in 1996 and has been and continues to be redeveloped as a sustainable and diverse mixed-use community (<https://www.massdevelopment.com/who-we-are/regional-teams/central#devens>). Due to its former life as a military base, Devens is "infrastructure rich" (meeting with

Peter Lowitt, Director/Land Use Administrator for the Devens Enterprise Commission, January 6, 2023) with its own sewer and town water. Much of Devens's residential development is located on Harvard land, except for part of the Harvard Hills development that extends into Ayer and Shirley Meadows, a senior housing development in Shirley. The Harvard portion of Devens also includes the Federal Medical Center, operated by the Bureau of Prisons. In 2022, the cap on commercial development in Devens was raised from 8.5 million sq. ft. to 20 million sq. ft. ([Lawmakers lift cap on new building at Devens - The Boston Globe](#)); however, the Devens Reuse Plan limits the number of housing units to 282 (the Plan was amended in 2015 to have senior or special needs housing included in the cap). Devens has approximately 262 housing units (meeting w/ Peter Lowitt). The cap can only be changed by votes of concurrent Town Meetings in Harvard, Ayer, and Shirley. Affordable units in Devens are counted on the appropriate town's Subsidized Housing Inventory.

Devens does not rely on Harvard or the other towns for municipal services. The Devens Enterprise Commission is the regulatory and permitting authority for the community. Devens also has its own Assessor and Fire Department; MassDevelopment contracts with the Massachusetts State Police for traditional police services. Devens has its own Department of Public Works and Recreation, recycling and household hazardous waste drop-off centers, and yard waste pick-up, but does not provide curbside municipal trash pickup, which is independently contracted by homeowners associations or businesses.

MassDevelopment contracts with Harvard public schools for K-12, although the Devens Educational Action Committee is composed of 4 Devens residents plus 1 member of the Harvard, Shirley, and Ayer school committees. Devens is home to the following schools and education centers: Francis W. Parker Charter Essential School (public school, grades 7 through 12, admission by lottery is open to all MA residents); Applewild School (independent preschool and pre-kindergarten through grade 4); and Guild of St. Agnes (private, non-profit early education and care agency). <https://www.devenscommunity.com/live>

Purpose

This Housing Production Plan has been designed to guide the expansion of affordable housing options, specifically those that are eligible for inclusion in the Subsidized Housing Inventory, in the Town of Harvard, including the Town's land in Devens. The Plan represents a management tool for ensuring that timely progress is made toward meeting the Town's affordable housing goals. It is based on a comprehensive needs assessment and an analysis of existing conditions, demographic trends, and local and regional market forces. It identifies the factors that have affected affordable housing production in Harvard. It also identifies opportunities and lays out the strategies the Town will pursue to meet its goal of providing housing for households across a broad range of incomes, ages and needs.

The Plan describes the mix of housing units required to address the identified needs and a time frame for their production. It recommends a number of regulatory reforms and strategies to expand local development capacity. It includes preservation strategies as well as new production initiatives, and it anticipates a significant role for both private and Town-initiated development.

Organization

This Plan is submitted to comply with the Massachusetts Department of Housing and Community Development's (DHCD's) Housing Production Plans, 760CMR56.03(4):

- Section 1 Comprehensive Housing Needs Assessment
- Section 2 Affordable Housing Goals
- Section 3 Implementation Strategies

SECTION 1: COMPREHENSIVE HOUSING NEEDS ASSESSMENT

A. CHARACTERISTICS OF POPULATION AND HOUSEHOLDS

Total Population

Based on data from the 2000, 2010, and 2020 Decennial Censuses, Harvard's population has grown by 14.5% since the year 2000. Harvard has either exceeded or not come close to older third-party population projections (see notes below). Harvard's total population would be 7,194 if it were to increase another 5% between 2020 and 2030.

Year	Harvard Population without Devens	Harvard's Devens Population (after base closure)	Total Harvard Population	% Change
2000	5,230	751	5,981	
2010	5,063	1,457	6,520	+9%
2020	5,461	1,390	6,851	+5%

Sources: 2000 and 2010 Decennial Census, 2020 U.S. Census, Table P1

Note 1: Harvard's 2020 Devens population includes a Group Quarters population of 1,206, of which 972 are male inmates of the Federal Medical Center, part of the Federal Bureau of Prisons. Source: 2020 U.S. Census, Table P5, Group Quarters Population by Major Group Quarters Type.

Note 2: The Metropolitan Area Planning Council's (MAPC) *Population and Housing Demand Projections for Metro Boston, Regional Projections and Municipal Forecasts EXECUTIVE SUMMARY* published in January 2014, based on *MetroFuture: Making a Greater Boston Region*, was used as a predictor of population growth in the previous housing production plan, but Harvard has surpassed the "Stronger Region" 2030 predicted population of 6,559. The "Stronger Region" scenario was based on higher population growth and greater housing demand than the "Status Quo" scenario. <https://mapc.org/wp-content/uploads/2020/09/Harvard.pdf>. MAPC is currently working on its new research project, *MetroCommon 2050*.

Note 3: Interestingly, a 2018 model by the Population Estimates Program at UMass Amherst Donahue Institute overestimated Harvard's population as 7,439 in 2020; 8,400 in 2025; and 8,869 in 2030. [UMass Donahue Institute | Massachusetts Population Projections \(donahue-institute.org\)](https://donahue-institute.org/).

Racial/Ethnic Makeup

	Harvard without Devens		Devens		All Harvard	
	Number	%	Number	%	Number	%
Total Population	5,461	100.0%	1,390	100.0%	6,851	100.0%
Hispanic or Latino (any race)	163	2.98%	219	15.76%	382	5.58%
Not Hispanic or Latino	5,298	97.02%	1,171	84.24%	6,469	94.42%
White alone	4,617	87.15%	727	62.08%	5,344	82.61%
Black or African American alone	57	1.08%	303	25.86%	360	5.57%
American Indian and Alaska Native alone	7	0.13%	21	1.79%	28	0.43%
Asian alone	364	6.87%	85	7.26%	449	6.94%
Native Hawaiian and Other Pacific Islander alone	0	0.0%	0	0.0%	0	0.0%
Some other race alone	34	0.64%	6	.51%	40	0.62%
Two or More Races	219	4.13%	29	2.48%	248	3.83%

Source: 2020 U.S. Census, Table P2, Hispanic or Latino, and Not Hispanic or Latino by Race

Age & Sex (Devens/Harvard combined)

Harvard has an older population. Residents between the ages 50-59 are the largest cohort, followed by residents aged 40-49 and 60-69.

Age Range	Total	Male	Female	Cohort Subtotals
Total population	6,829	4,018	2,811	
Under 5 years	462	347	115	
5 to 9 years	404	122	282	866
10 to 14 years	328	174	154	
15 to 19 years	562	284	278	890
20 to 24 years	201	176	25	
25 to 29 years	279	115	164	480
30 to 34 years	364	201	163	
35 to 39 years	446	306	140	810
40 to 44 years	540	352	188	
45 to 49 years	384	216	168	924

50 to 54 years	944	579	365	
55 to 59 years	412	253	159	1356
60 to 64 years	447	247	200	
65 to 69 years	468	291	177	915
70 to 74 years	329	163	166	
75 to 79 years	111	79	32	440
80 to 84 years	42	26	16	
85 years and over	106	87	19	148

Source: Table S0101, American Community Survey (ACS) 5-year Estimates 2017-2021

Note: ACS and the 2020 Decennial Census do not have the same total population, but they are close. Unable to break out the Harvard portion of Devens in the ACS.

B. HOUSING CHARACTERISTICS

Household and Housing Data

Per the 2021 American Community Survey, there are 1,849 households in Harvard, 83% of which are families with 1-2 children. Family size could be skewed smaller and be based on younger children living at home at the time of the census and may not include older children who have moved out of the family home. The typical Harvard family lives in a single-family home owned by the household (1,590 households out of 1,849). Households in a 1-unit, attached structure (townhouse, for example) come in a distant second at 100 out of 1,849 households.

Harvard's homes are at the larger end of the spectrum: the basic Harvard lot size is 1.5 acres and the vast majority (1,094 out of 1,849) of occupied units contain 8 or more rooms.

With no public transportation, Harvard is automobile-dependent, and the census data shows that all but 7 households have access to at least one vehicle. Adequate parking and sidewalks will need to be considered for multi-family developments and in commercial or mixed-use centers.

As shown in the next 2 charts:

CHART 1

HOUSEHOLD TYPES

	Total	Married-couple family household	Male householder, no spouse present, family household	Female householder, no spouse present, family household	Nonfamily household
HOUSEHOLDS					
Total households	1,849	1,370	78	84	317
Average household size	3.07	3.45	4.32	2.52	1.25
FAMILIES					
Total families	1,532	1,370	78	84	N/A
Average family size	3.36	3.41	3.71	2.10	N/A
AGE OF OWN CHILDREN					
Households with own children under 18 years	753	685	58	10	N/A

Under 6 years only	27.0%	25.5%	48.3%	0.0%	N/A
Under 6 years and 6 to 17 years	7.7%	8.5%	0.0%	0.0%	N/A
6 to 17 years only	65.3%	66.0%	51.7%	100.0%	N/A
SELECTED HOUSEHOLDS BY TYPE					
Households with one or more people under 18 years	41.8%	50.0%	100.0%	11.9%	0.0%
Households with one or more people 60 years and over	43.5%	36.0%	25.6%	82.1%	70.0%
Households with one or more people 65 year and over	33.1%	N/A	N/A	N/A	48.3%
Householder living alone	12.9%	N/A	N/A	N/A	75.4%
65 years and over living alone	7.3%	N/A	N/A	N/A	42.6%
UNITS IN STRUCTURE					
1 unit	91.4%	95.0%	79.5%	78.6%	82.0%
2 or more units	8.6%	5.0%	20.5%	21.4%	18.0%
Mobile homes and all other types of units	0.0%	0.0%	0.0%	0.0%	0.0%
HOUSING TENURE					
Owner-occupied	95.3%	97.0%	100.0%	100.0%	85.8%
Renter-occupied	4.7%	3.0%	0.0%	0.0%	14.2%

Source: American Community Survey Table S1101, Households and Families, ACS 5-Year Estimates Subject Tables, 2021

CHART 2

TOTAL AND CHARACTERISTICS OF OCCUPIED HOUSING UNITS

	# of Occupied Housing Units	Owner-occupied	Renter-occupied
Occupied housing units	1,849	1,763 (95.3%)	86 (4.7%)
UNITS IN STRUCTURE			
1, detached	1,590 (86%)	1,567 (88.9%)	23 (26.7%)
1, attached	100 (5.4%)	100 (5.7%)	0
2 apartments	35 (1.9%)	35 (2.0%)	0
3 or 4 apartments	51 (2.8%)	51 (2.9%)	0
5 to 9 apartments	0	0	0
10 or more apartments	73 (3.9%)	10 (0.6%)	63 (73.3%)
YEAR STRUCTURE BUILT			

2020 or later	0	0	0
2010 to 2019	142	86	56
2000 to 2009	76	76	0
1980 to 1999	396	366	30
1960 to 1979	672	672	0
1940 to 1959	194	194	0
1939 or earlier	369	369	0
# OF ROOMS			
1 room	13	13	0
2 or 3 rooms	84	77	7
4 or 5 rooms	220	164	56
6 or 7 rooms	438	438	0
8 or more rooms	1,094	1,071	23
# OF BEDROOMS			
No bedroom	13	13	0
1 bedroom	44	37	7
2 or 3 bedrooms	851	795	56
4 or more	941	918	23
# OF VEHICLES AVAILABLE			
None	7	0	7
1	319	263	56
2	985	985	0
3 or more	538	515	23

Source: American Community Survey Table S2504, Households and Families, ACS 5-Year Estimates Subject Tables, 2021

Note: Definition of 1-Unit, Attached – This is a 1-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof. Source: American Community Survey and Puerto Rico Community Survey 2021 Subject Definitions, page 42.

C. HOUSEHOLD INCOME LEVELS

Income Levels

While the table below shows that the majority of households enjoys a comfortable income, there are lower-income residents who need appropriate housing options and Harvard, to be able to exercise some control over development in the town, needs more lower-income housing to have at least 10% subsidized housing.

INCOME IN THE PAST 12 MONTHS (IN 2021 INFLATION-ADJUSTED DOLLARS)

	Households	Families	Married-couple families	Nonfamily households
Total	1,849	1,532	1,370	317
\$0 - \$24,999	5.80%	2.20%	1.7%	23.6%
\$25,000 to \$49,999	5.9%	1.4%	1.2%	27.2%
\$50,000 to \$99,999	15%	15.8%	16.4%	11.4%
\$100,000 to \$149,999	19.1%	21.1%	17.8%	9.8%
\$150,000 to \$199,999	13.1%	14.2%	14.8%	12.3%
\$200,000 or more	41.0%	45.4%	48.2%	15.8%
Median income (dollars)	167,393	183,906	188,952	-
Mean income (dollars)	213,789	215,869	N	191,071

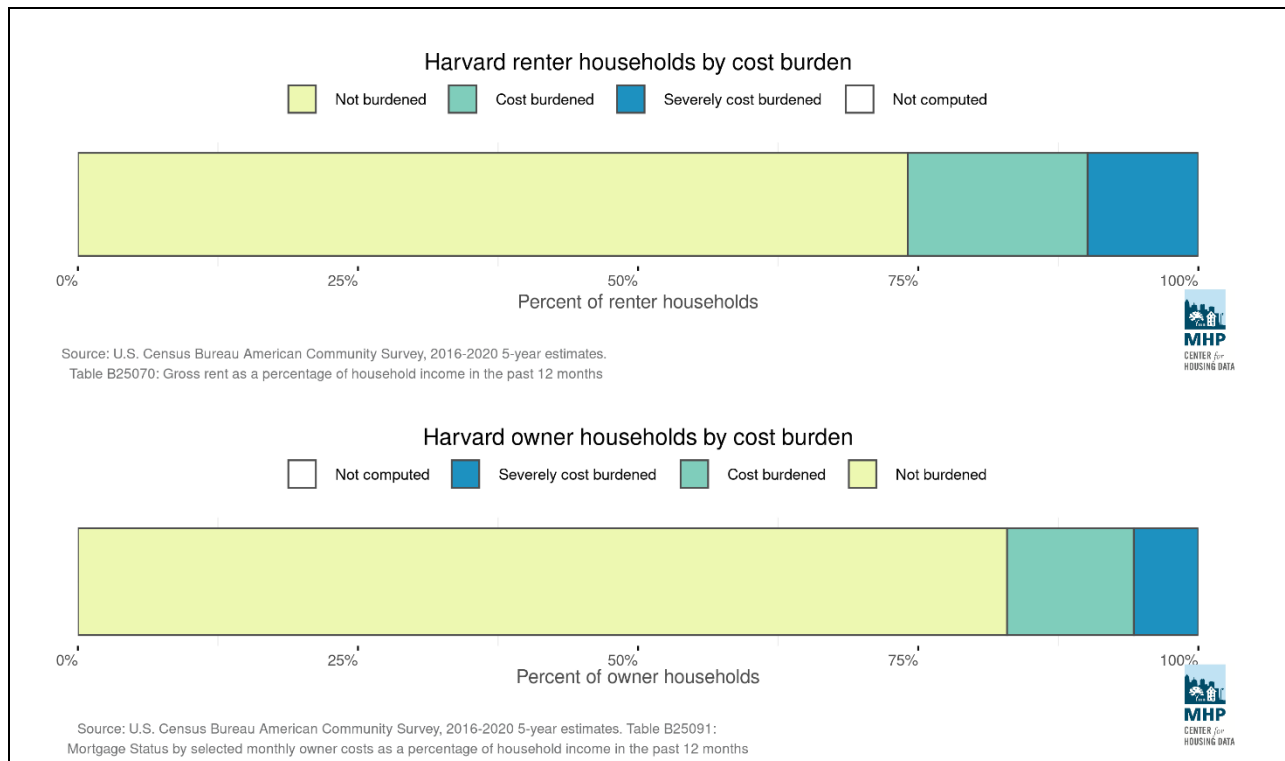
Source: American Community Survey Table S1901, ACS 5-Year Estimates Subject Tables, 2021

N = The estimate or margin of error cannot be displayed because there were an insufficient number of sample cases in the selected geographic area.

Cost Burden

Households that spend more than 30% of income on household expenses are considered cost-burdened and households that spend more than 50% are considered severely cost-burdened.

An estimated 16% of renter households and 11.3% of homeowner households are cost-burdened; 9.9% and 5.7%, respectively, are severely cost-burdened as illustrated in the chart below.



Source: [DataTown \(shinyapps.io\)](https://datatown.shinyapps.io), Demographics/Income, tenure and affordability

How much is 30% of income for low-income households?

The table below illustrates what 30% of income is for low-income households in HUD’s Eastern Worcester County, MA HUD Metro FMR (Fair Market Rent) Area in which Harvard is included.

80% Area Median Income (AMI)

Median Family Income	1-person household	2 persons	3 persons	4 persons	5 persons	6 persons
\$135,000	\$62,600	\$71,550	\$80,550	\$89,400	\$96,600	\$103,750

30%-annual	\$18,780	\$21,465	\$24,165	\$26,820	\$28,980	\$31,125
30%-monthly	\$1,565	\$1,789	\$2,014	\$2,235	\$2,415	\$2,594

Low Income is defined as 80% of area median income (AMI), *Very Low Income* is 50% AMI, and *Extremely Low Income* is 30% AMI.

Devens is not included in any of HUD’s Metro FMR Area and uses income limits for Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area per 974 CMR 5.01(4)(c)(1).

D. SUBSIDIZED HOUSING INVENTORY

As of this writing, DHCD is still using the number of year-round housing units listed in the 2010 Decennial Survey in its calculations of percentage of subsidized housing units (1,982). Assuming 1,982 year-round housing units with 108 currently on the state’s subsidized housing inventory, 5.45% of Harvard’s housing stock is affordable.

According to DHCD, “the SHI has not yet been updated to reflect 2020 Census figures. The 2020 Census Redistricting Data (Public Law 94-171) Summary File that has been released by the U.S. Census Bureau does not include data on vacant “seasonal, occasional, or recreational use” units used by DHCD to determine Census “year-round housing units” for the SHI. The SHI will therefore continue to reflect the 2010 Census Year-Round Housing unit figures until such data is released. As of April 27, 2022, the Census Bureau has provided a release schedule for future data sets that will include this data in May of 2023.”

For MBTA Communities, DHCD uses the number of housing units from the 2020 Decennial Census Redistricting Data (Public Law 94-171) Summary File which, for Harvard, is 2,251. *The projections below are estimates based on 2,251 housing units and are not official DHCD housing production goals.*

Getting to 10%

Total Housing Units	2,251	
10%	225	
# of units currently on SHI	108	
# of units under construction	46	Evergreen at Emerson Green, Devens (rentals)
# of units added after corrections to SHI (see below)	14	+5 for Craftsman Village, +6 for Pine Hill Village, +4 for Trail Ridge, -1 for Harvard Green
Adjusted Total	168	
# of Additional Subsidized Housing Units Needed for 10%	57	
Units to reach .5% production goal (1-year safe harbor)	11	
Units to reach 1% production goal (2-year safe harbor)	23	

An approved plan by itself does not give a municipality the ability to deny a comprehensive permit application. “Safe harbor” is a result of certification of compliance with the housing production plan.

“Certification of compliance” refers to DHCD’s determination that the community has produced units that are affordable to low- or moderate-income households totaling at least 0.5% of 1% of year-round housing units in one calendar year and in accordance with the approved plan. In order for a ZBA’s decision on Comprehensive Permits to be “Consistent with Local Needs”, DHCD must grant certification and not just approval.

All units have to be produced in the same year for which certification is requested.

Units count for certification as soon as they are initially eligible to be counted on the SHI at the earliest of the following:

1. For units that require a Comprehensive Permit under M.G.L. c.40B, §§ 20 through 23, or a zoning approval under c.40A or completion of plan review under M.G.L. c.40R, the date when
 - (a) the permit or approval is filed with the municipal clerk, notwithstanding any appeal by a party other than the Board, but subject to the time limit for counting such units set forth at 760 CMR 56.03(2)(c), or
 - (b) on the date when the last appeal by the Board is fully resolved.
2. When the building permit for the unit is issued.
3. When the occupancy permit for the unit is issued.
4. When the unit is occupied by an Income Eligible Household and all the conditions of 760 CMR 56.03(2)(b) have been met (if no Comprehensive Permit, zoning approval, building permit, or occupancy permit is required).

Detail of Projects on the Subsidized Housing Inventory as of 5/2/22
(Needed updates/corrections are in red.)

Development	Location	Type	Total SHI Units	Affordability Expires
The Elms		Rental	9	2047
Harvard Elderly/Foxglove Apts		Rental	24	2042
Harvard Green		Ownership	7 ¹	perp
DDS Group Homes		Rental	0	n/a
Estates at Harvard Hills	Devens	Ownership	13	perp ²
Trail Ridge		Ownership	13 ³	perp
Harvard HOR Program		Ownership	0	exp
Harvard Common		Ownership	3	perp
Bowers Brook		Rental	42	2041
Craftsman Village		Ownership	5 ⁴	perp
Pine Hill Village		Ownership	6 ⁵	perp
Emerson Green	Devens	Rental	46	perp

¹8 units on SHI but unit 10B lost affordability following 2015 foreclosure.

²original deed riders expire in 50 years unless switched to LIP deed rider on resale (4 switched so far).

³9 units are included on the current SHI, but there are 13 affordable units at Trail Ridge.

⁴development is listed, but with zero units. 2 affordable units were sold in 2022.

⁵1 affordable unit sold December 2022, a second is expected to close in April 2023.

E. FACTORS AFFECTING DEVELOPMENT

The environmental and infrastructure factors affecting development in Harvard remain largely unchanged from the previous housing production plan.

1. Water/Sewer Capacity

Harvard has limited public water and sewer systems, and as a result, most new development depends on obtaining sufficient well yields on the lot for the proposed use and finding soils that can comply with Title 5 standards for septic systems. Small municipal water and sewer systems serve only the Town Center. (See Map 1.). There are no high-yield aquifers within Harvard proper to develop other water supplies, and the low-density development pattern would make it very costly to develop new sewer systems elsewhere. (When the Army built Fort Devens in the early 20th century, it needed a productive aquifer and found one in Harvard’s historical bounds; however, the cost of permitting and construction make it unlikely that Harvard will tap into the aquifer there.)

The Water Department provides drinking water to a small service area of about eighty properties within the Town Center. Water is pumped from two bedrock wells located east of Bare Hill Pond, both drilled to a depth

of approximately 500 feet, and delivered to customers through a 13-mile network of recently upgraded water mains. A third well on Bolton Road is available for emergency backup, but it is rarely used, and activating it requires Mass. Department of Environmental Protection (MassDEP) approval. The Town pumps approximately 7 million gallons per year from the two wells combined. MassDEP considers both water supplies to be at high risk¹ of contamination due to their proximity to underground fuel tanks, storage of hazardous materials, lawns, and septic systems. The public water system is regulated by an appointed Water and Sewer Commissions and operated by the DPW.

In 2015, Harvard began to investigate options for developing an additional water supply in the Town Center. The intent is to develop a new well that will be less susceptible to contamination from the area's concentrated development, including recreation fields, school sites, and residences. Previous searches revealed high levels of radon in the groundwater that would require expensive treatment to meet acceptable drinking water limits. The Town Center does not have an underlying sand and gravel aquifer, and a new source would most likely drill into bedrock. The Committee's charge is just for the Town Center and does not include an analysis of developing water sources in other parts of Town. At a Special Town Meeting in February, voters approved borrowing \$4.85 million to connect Town Center homes, businesses, and municipal buildings to Devens water.

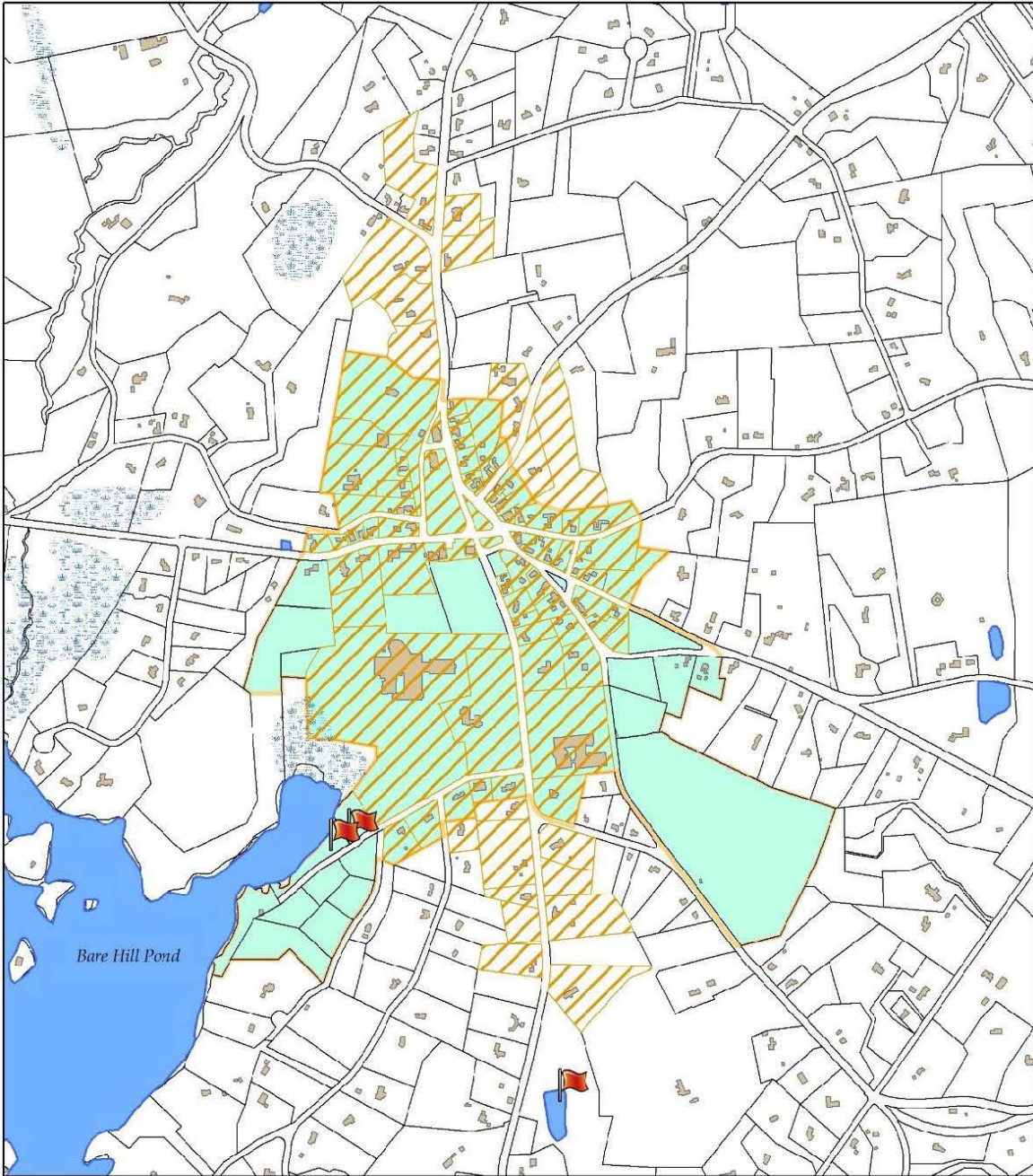
The Water and Sewer Commissions also oversees a sewer district that Harvard established with approval from the state Legislature (Chapter 37, Acts of 2010). The sewer district falls in the same general area as the water district and includes portions of Ayer Road, Mass. Avenue, Elm Street, Pond Road, Still River Road, and Fairbank Street. Its service area is limited to 12 nonresidential properties, 43 multifamily dwelling units, 38 single-family homes, and 8 public buildings.

The primary purpose of the sewer district was to provide existing uses in the Town Center with reliable treatment and to remove failing septic systems that posed a threat to the municipal wells. Chapter 37 specifically restricts connections of a new use, a use that has been reconstructed resulting in a greater flow, or a facility that has undergone a change in use to the wastewater system, and prohibits an increase in the design flow of an existing facility unless it could have met Title 5 standards for a new septic system. However, the Commission may make exceptions if a connection is necessary for the public health and safety or creates a demonstrable benefit to the Town. Practically speaking, the system will not allow a significant increase in residential density or promote new commercial growth.

The sewer system has an unused portion of its total capacity of approximately 3,000 gallons per day (gpd). The Commission had allocated this 3,000 gpd to development of a senior housing project adjacent to Hildreth House, the Town's Senior Center.

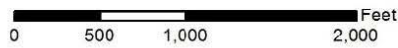
Map 1 – Town Center Water and Sewer Systems

¹ *The Harvard Press* reported PFAS contamination in Harvard wells on November 25, 2022. PFAS are per- and poly-fluoroalkyl substances and are also known as “forever chemicals” because they don’t break down in the environment over time. Definition from [Stricter ‘forever chemicals’ limits pose challenges | News | Harvard T.H. Chan School of Public Health](#).



Legend

-  Municipal Well
-  Water System Lots
-  Sewer District
-  Parcels



2. Environmental Constraints and Protected Open Space

While many communities along the I-495 Corridor have experienced a great deal of suburbanization in recent decades, Harvard has been able to retain its rural character through a combination of physical limitations for development, and conscious decisions to slow growth through zoning polices and open space acquisition. From an environmental perspective, development is difficult in Harvard. **Map 2** shows environmental constraints for development and open space where development is prohibited. **Map 3** illustrates protected and unprotected open spaces as of 2020.

Wetlands are prevalent throughout Town. In addition to restrictions imposed by the Wetlands Protection Act, the Town has enacted a higher level of protection, including a no-disturb zone within a 50-foot buffer zone of a wetland, and a no-structure zone within a 75-foot buffer of a wetland. The wetlands displayed on Map 4 are based on an aerial photo interpretation and provide a general sense of the extent of wetlands in Harvard. However, in most cases, on-the-ground wetlands surveys uncover a much greater extent of regulated wetlands than appear on the map.

The Federal Emergency Management Agency (FEMA) completed a flood plain mapping project for Worcester County in 2014. Flood plain locations displayed on Map 2 are from this recent effort. Extensive flood plains occur along the Nashua River, which comprises much of the western border of the Town. To a large extent, most of this flood plain is in federal ownership and is part of the Oxbow National Wildlife Refuge. A second large flood plain occurs in the southeastern part of Harvard and is also immune from development by state ownership in the Delaney Wildlife Management Area, which the State purchased for flood control in the upper Assabet River watershed. Most of Harvard is actually headwaters to major river basins and, with the exception of the two sites described above, the Town does not have long expanses of flood plain that might cause extensive damage during flood events.

Harvard's soils are poorly suited for development. In fact, soils maps for the Town prepared by the Natural Resources Conservation Service denote that all soils in Town have severe limitations for septic systems. Ledge outcrops occur in many locations, and bedrock is usually not far from the surface. Map 4 shows the general locations where bedrock poses constraints for development, but again, actual site investigations may reveal that bedrock is more extensive than appears on the map.

The citizens of Harvard have a strong land conservation ethic. Many landowners have donated large parcels to the Town as a means of ensuring their land remains undeveloped. In addition, when faced with a choice of allowing development to occur on a resource-laden property, the Harvard Conservation Trust will frequently join forces with the Town to purchase the property for conservation purposes. As of the 2016 Open Space and Recreation Plan, 29% of the Town is protected from development either through public ownership or by a voluntary conservation or agricultural preservation restriction.

Map 4 displays land available for development in Harvard today, excluding Devens, based upon the Assessors' land use codes. The map shows vacant parcels that the Assessors have determined are developable or potentially developable and are over 5 acres in size. The map also displays properties under a tax abatement program for open space preservation that have a minimum of five acres. These include land in forestry (Chapter 61), agriculture (Chapter 61A), and recreation (Chapter 61B). By agreeing to manage their properties for these open space purposes, landowners enjoy reduced property taxes; however, protection is temporary as owners may remove the property at any time, pay back taxes as required by law, and sell the land for development. Finally, Map 4 shows parcels of 10 acres or more that already have a home for which there is no legal restriction on development of the land in excess of current zoning. With the high cost of land in eastern Massachusetts, there is a powerful inducement to sell off lots from larger parcels. Scenarios when this might occur include senior households who have

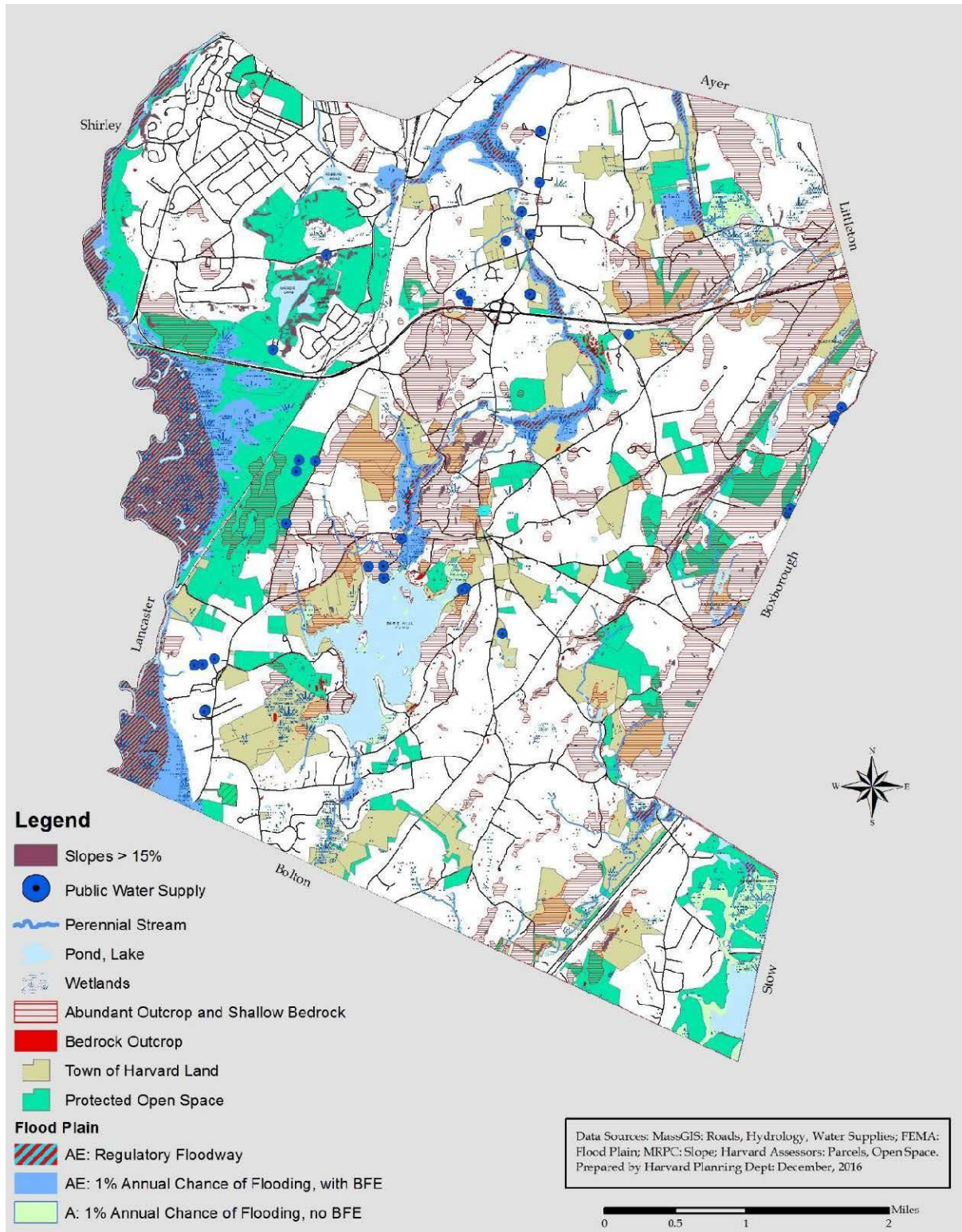
difficulty making ends meet due to reduced income, or when a property turns over and the new owner seeks to recoup some of the cost of the purchase by selling off one or more lots. The Harvard Conservation Trust has used this technique on occasion to help finance acquisition of large parcels of open space.

The table below indicates the acreage available in each of these categories, the total of which is 4,950 acres. (However, this does not take into account the environmental constraints noted in the previous section.) As noted above, the average lot size of new single-family homes built between 2000 and 2015 is 4.2 acres. Under a scenario that past trends would continue into the future, 4,950 acres could support an upper limit of 1,179 new single-family homes. Of course, physical constraints, the requirement to provide 180 feet of frontage for a buildable lot, the Town’s aggressive efforts to acquire open space, and Harvard property owners’ land conservation ethic will make this amount of new development unlikely to occur.

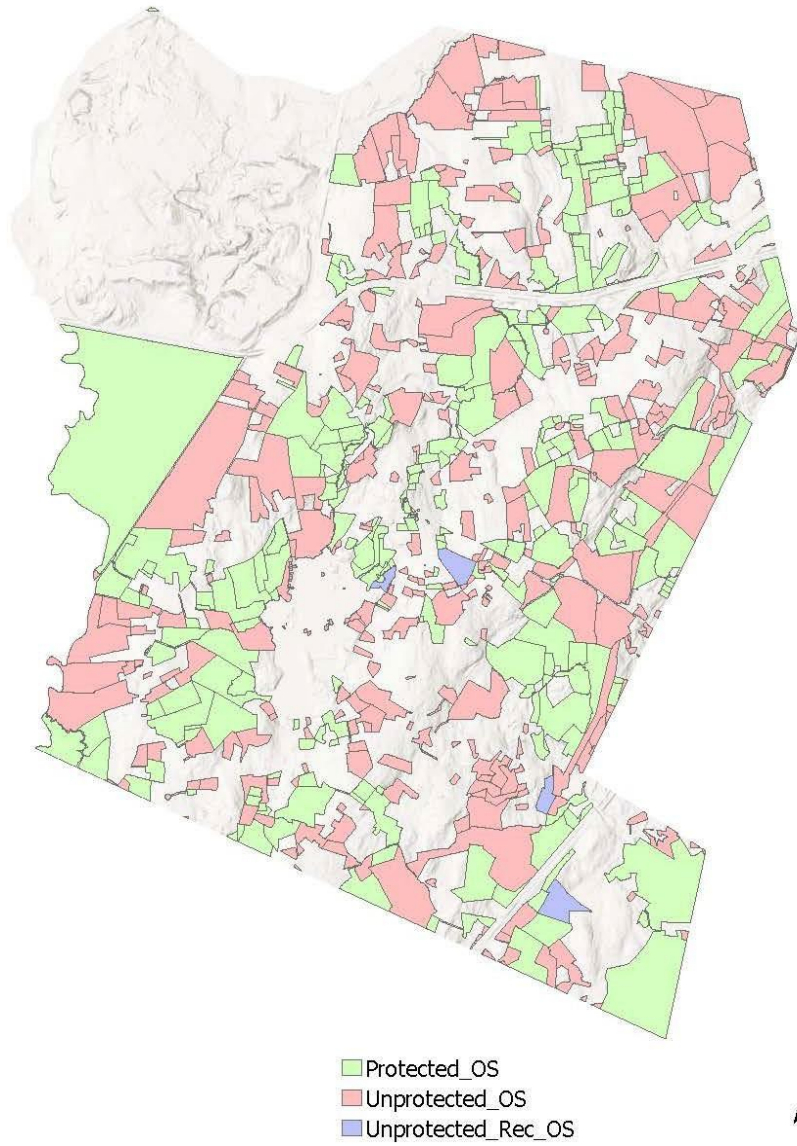
Land Available for Development

Land Use Category	Acres
Vacant Residential Land, Lot > 5 acres	650
Chapter 61, Forestry, Lot > 5 acres	1,189
Chapter 61A, Agriculture, Lot > 5 acres	381
Chapter 61B, Recreation, Lot > 5 acres	594
Single Family Home, Lot > 10 acres	1,839
Other Residential Use, Lot > 10 acres	296
Total	4,950

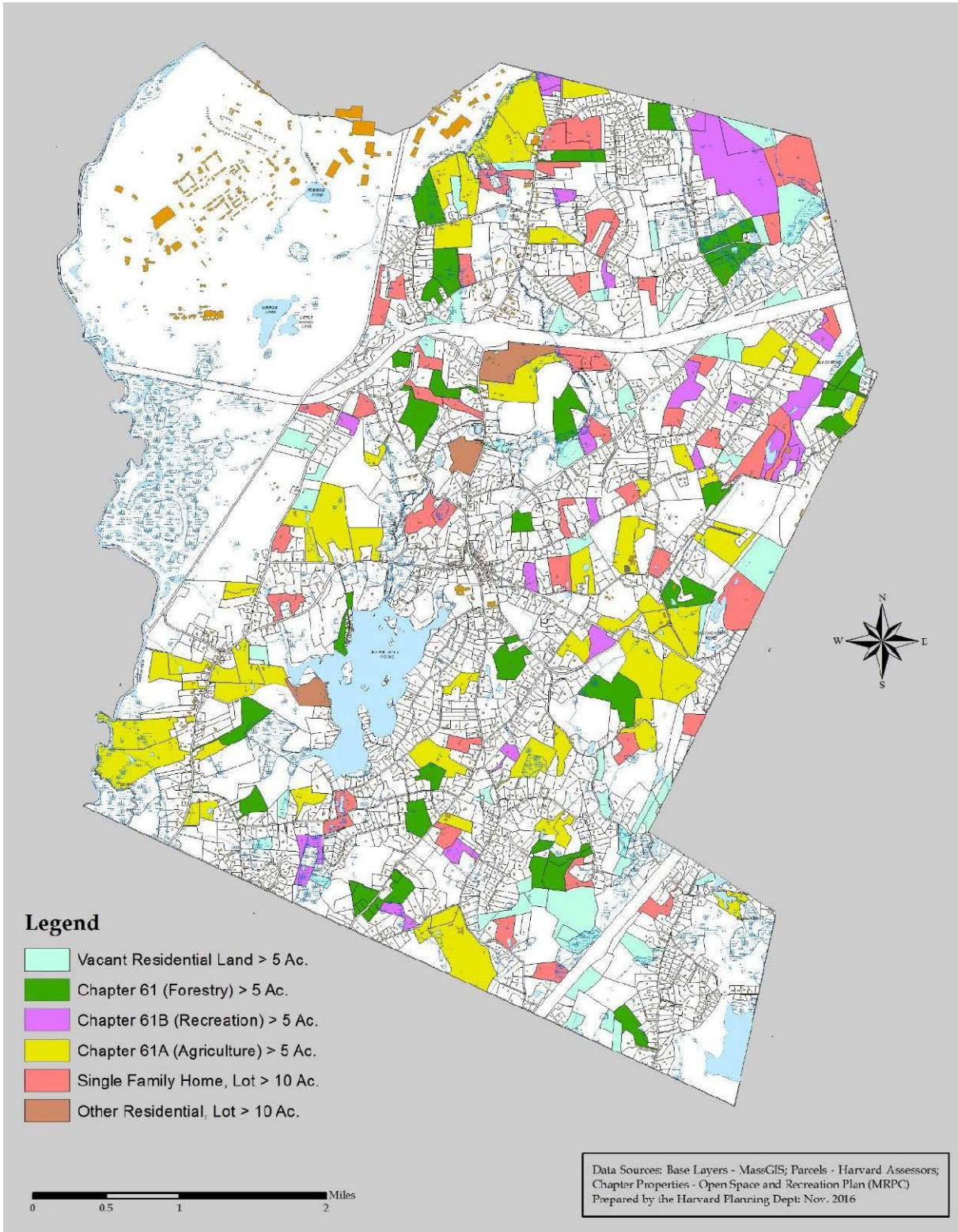
Map 2 – Environmental Constraints



Map 3 – Protected and Unprotected Open Space as of 2020



Map 4 – Land Available for Development



3. Municipal Facilities

Harvard is planning for a variety of building and infrastructure projects, including:

- Building a new Fire Station
- Implementing road and pedestrian improvements in the Town Center, particularly with respect to enhance child safety when walking to school (specifically sidewalks the length of Routes 110 & 111)
- Renovating and adding new facilities at the DPW site
- Improving Ayer Road in the Town’s Commercial District
- Acquiring land and constructing 2 soccer fields and 2 baseball/softball diamonds
- Connecting town center homes, businesses, and municipal buildings to Devens water (\$4.85 million)

4. Zoning for Housing

Harvard’s zoning regulations are primarily intended to preserve its rural-residential character by stipulating a 1.5-acre minimum lot size throughout Town. Lacking developed public water and sewer services, Harvard has managed to retain numerous farms dotting the countryside, and it has one of the highest amounts of protected open space in the state. These policies make it difficult to promote moderate-cost, market-rate housing. In general, Harvard’s zoning policies encourage large single-family homes for families on large lots throughout most of the Town, and the Bylaw offers few avenues to construct alternative housing types needed by other segments of the community.

Town Meeting adopted Harvard’s first zoning bylaw in 1951 with one district defined for the entire town, which was a common practice in rural areas. Separate use districts followed in 1965, including Agricultural/Residential (AR), Business (B), Commercial (C), and Industrial (I). Like many environmentally conscious towns, Harvard established a Watershed Protection (W) District in 1968, a few years before the State passed the Wetlands Protection Act (WPA). In 1972, the Town adopted commercial use regulations and abolished the industrial zone. Nearly all of Harvard’s developable land is in the AR district, with the C District accounting for about 2.3% of the Town. A noteworthy feature of Harvard’s zoning is that in 1970 the Town established regulations for a Multiple Residence (MR) District, but no land has ever been placed in the district. The only practical ways to develop multi-family housing in Harvard are with a Chapter 40B comprehensive permit and in a mixed use development approved with an Ayer Road Village Special Permit. Map 7 shows the existing zoning districts in Harvard today.

Zoning Districts by Area

District	Acres	Percent
Agricultural Residential	11,753	77.9%
Business	3	.02%
Commercial	346	2.3%
Multiple Residence	0	0%
Watershed Protection and Floodplain	2,985	19.8%
Acres subject to Harvard Zoning	15,088	100%
Acres of Devens in Harvard	2,275	
Source: MRPC, Harvard Zoning Coverage, 2015		

Resuming jurisdiction of Devens would cause a considerable change in Harvard's zoning scheme by increasing the percentage of land available to commercial uses. A combined Harvard and Devens Zoning Map would have approximately 70% residential, 18% open space (including Harvard's W district and Devens Open Space District), and 11% non-residential. This would create a more balanced residential- commercial-industrial zoning mix and would provide some relief for homeowners as residential property today makes up 95% of the Town's total assessed value (Harvard Master Plan, 2016, page 70).

Harvard has five overlay districts, which impose different procedures, opportunities, or requirements on the underlying land. Four are not housing-related: the Watershed Protection and Flood Hazard (WFH) District (a subset of the W District), the Large-Scale Ground Mounted Solar Photovoltaic Facilities Overlay District, the Wireless Communications Towers Overlay District, and, as of 2023, Town Center Entertainment Overlay District. In 2016, the Town adopted a fourth overlay district, the Hildreth Housing Overlay District, to allow a senior housing development on Town-owned land adjacent to the Hildreth House, the Town's senior center, but that project has not come to fruition. An additional Senior Residential Development bylaw (§ 125-57) was added on May 15, 2021 to address the development of age-restricted housing on other parcels of land.

Harvard allows the following residential land uses by right or by special permit:

- By Right: single-family homes and, as of 2021, accessory dwelling units designed and constructed according to the age-appropriate design criteria as defined in § 125-57E of the Protective Bylaw.
- By special permit: other accessory dwelling units and cluster developments (that may include multiple-unit structures of up to six attached units each). Detached single-family dwellings are allowed in all three districts (AR, B and C), though restricted in the C District to parcels that existed in 1972. Cluster developments (aka Open Space and Conservation – Planned Residential Developments (OSC-PRD)) are permitted in the AR and B districts. Since 2004, multi-family buildings have been allowed as part of an Ayer Road Village Special Permit, a provision that requires a special permit and applies only to property in the Commercial District that has 300 feet of frontage on Ayer Road.
- Backland Lots and Mini-Subdivisions: In an effort to avoid land-altering, suburban-style subdivisions, the Zoning Bylaw allows for alternative lot configurations. Backland and hammerhead lots (by special permit) for single family homes require a minimum lot size of 4.5 acres and just 50 feet of frontage. This helps to preserve road-side character through the development of long driveways to reach buildable land away from well-traveled roads. Common driveways (which may serve up to 4 lots) also require a special permit but help to preserve rural character by eliminating the need for new subdivision roads and allow access ways to be built to less rigorous standards. Mini-subdivisions also help to avoid large conventional subdivisions. Lots must be at least 3 acres and have 180' of frontage. Mini-subdivisions require a special permit from the Planning Board, but if the roads remain private, they too may be built to less strict standards.
- Agricultural Uses. Like most towns, Harvard regulates farming by parcel size. State law provides an exemption from local zoning for commercial agriculture on parcels of five or more acres of land in areas not zoned for agriculture, including an accessory farm stand, and Harvard's zoning mimics the statute. Agriculture on smaller tracts (less than five acres), known as "home agriculture," has to comply with modest performance standards. Examples of home agriculture include renting out horse stalls, selling home-grown produce, and "you-pick" harvesting of crops. The Bylaw does not contain the recent

amendment to the Zoning Act, and may be in conflict with the amendment, which provides an additional exemption to parcels of two acres or more in areas not zoned for agriculture if the sale of agricultural products annually generates at least \$1,000 per acre based on gross sales dollars. Since nearly 78% of Harvard is zoned for agriculture (AR), farmers have wide latitude to operate here.

- **Mixed Uses.** Harvard's zoning does not specifically allow mixed-use buildings (e.g. first floor commercial space and upper-story residential space) except through an Ayer Road Village Special Permit, which is available under limited circumstances in the C district. Still, most farm properties have mixed uses, such as a farmer's residence and commercial agriculture, and home occupations are conducted throughout the Town.
- **Ayer Road Village Special Permit (ARV-SP):** As its name implies, the intent of this provision is to encourage a mix of residential and commercial uses in the C-District to create village-like settings. It offers density incentives and relaxation of dimensional standards to encourage applications, and it is one of the few instances where multi-family developments are allowed. The Planning Board approved one ARV-SP that resulted in a medical building and the 42-unit Bowers Brook senior apartment building at 200 Ayer Road north the Route 2 interchange. In 2016, Town Meeting authorized assisted living facilities as permissible uses within an ARV-SP development.

Harvard has adopted an unusual approach to regulating the amount of development that can occur across town. With minor exceptions, the same lot area, frontage, and intensity of use regulations apply globally to the AR, B, C, and W districts. In addition to minimum lot area and maximum floor area ratio (FAR) requirements, Harvard regulates lot coverage, shape, and dimensions, e.g., frontage, minimum lot width, along with front, side and rear setbacks, building height, and driveway access. The Ayer Road Village Special Permit, planned residential development (cluster) bylaw, and comprehensive permits enable more creative or sensitive site designs because they provide for waivers from these requirements.

- **Intensity of Development.** Standards such as maximum FAR, maximum lot coverage, and minimum lot area per dwelling unit yield a low density development pattern in a way that preserves rural character but sets the stage for high land values. Harvard limits the amount of development on a lot by imposing a maximum FAR of 0.10 or 8,000 sq. ft. of floor space, whichever is larger. FAR controls the amount of built floor space (including all levels) that can be built based on the area of the lot. In order to construct a 10,000 sq. ft. commercial building in Harvard, for example, a developer would need a lot with at least 100,000 sq. ft. of land ($100,000 \times 0.10 \text{ FAR} = 10,000$).
- **Average Lot Size.** Per the 2016 Assessing Database, the average residential lot size is 3.59 acres per single family home. The average FAR of a single-family home is 0.03, and just 3% of single family homes exceed the maximum FAR of 0.10. The average living area of a single family home is 2,630 sq. ft., and that of a condominium, 1,730 sq. ft. Moreover, as a direct reflection of zoning, 243 single family lots (14%) are sized near the regulatory minimum of 1.5 acres (the number of single-family lots between 1.45 and 1.55 acres, also per the 2016 Assessing Database).
- **Building Height.** The maximum building height for all buildings (except churches) is less than 35 feet and three stories. In areas where more intensive development could occur, such as the C District and perhaps the Town Center, the regulation of building height to protect town character is crucial.

Cluster Housing. Harvard's Open Space and Conservation-Planned Residential Development (OSC-PRD) special permit provision seeks to minimize residential land consumption and protect open space. It provides building area bonuses and relaxed dimensional requirements on parcels of at least 4.5 acres. The OSC-PRD provides a series of incentives for increased density, up to 25 percent additional units overall, in

exchange for large, contiguous areas of open space, small (not more than two bedrooms) housing units, senior housing, or low- or moderate-income units. Though adopted 10 years ago, OSC-PRD has produced just one development in Harvard. The benefits of shorter roads and less site disturbance may not compensate for Harvard's high site construction costs. In 2016, the Planning Board enlisted the services of the MRPC to revise the OSC-PRD section to increase its utility as an open space preservation tool and as a means to promote housing units more attuned to the needs of the community.

SECTION 2: AFFORDABLE HOUSING GOALS

A. SUMMARY OF COMMUNITY ENGAGEMENT PROCESS

The Municipal Housing Affordable Trust led a community engagement process to solicit input from diverse voices across the community, engaging over 250 community members through community meetings and surveys in total. During the process to create the Harvard Housing Production Plan the following process steps were undertaken:

- **April 2023** - MetroWest was officially contracted as a consultant organization to support the drafting process in partnership with the Municipal Affordable Housing Trust.
- **June 9, 2023** - Community Meeting #1 took place announcing the process to the public
- **June to October 2023** - Community Survey distribution and collection period (219 surveys collection)
- **December to February 2023** - Community Feedback Conversations took place with key individuals and communities to solicit initial ideas for potential goals to include in the Plan:
 - Climate Action Committee
 - Council on Aging
 - Town Administrator
 - Chair of Zoning Board of Appeals
 - Chair of Planning Board
 - Devens Enterprise Commission, Land Use Administrator
- **May 3, 2023** - Municipal Affordable Housing Trust and MetroWest completed Harvard Housing Production draft for final community feedback phase
- **(PENDING) May 31, 2023** - Final feedback solicited from the following committees
 - Select Board
 - Planning Board
 - Zoning Board of Appeals
 - Board of Health
 - Climate Action Committee
 - Council on Aging
 - Town Administrator
- **(PENDING) June 14, 2023** - Community Meeting #2, Feedback on the plan solicited
- **(PENDING) July 11, 2023** - Bring to Select Board for approval

B. HOUSING GOALS (2023-2028)

The primary purpose of this Plan is to identify opportunities for the creation of 57 affordable units (see pages 10-11 for how this number was determined), with special attention in the planning and development process to the needs of Harvard seniors, first-time homebuyers, and low-income renters.

Ideally, this Plan can guide the process of bringing Harvard “safe-harbor” status under Chapter 40B. Safe harbor means that no developer would be able to use Chapter 40B to circumvent local zoning codes. Safe-harbor status can be achieved both incrementally and long-term. Incremental safe harbor can be achieved by adopting a Housing Production Plan, ensuring new units are added once they are eligible (see page 11), and requesting certification of plan compliance from the Massachusetts Department of Housing and Community Development when the affordable housing stock has increased in one year by either 0.5% of the total housing stock (for a one-year safe harbor) or 1.0% (for a two-year safe harbor). Long-term safe harbor is achieved when the town’s Subsidized Housing Inventory includes at least 10% subsidized housing units and remains at that level. This Housing Production Plan outlines three goals below for moving forward on housing needs over the next five years.

- **Increase affordable housing options for Seniors (62+)**

Census data shows (Table S 0101) that the majority of Harvard’s population (2,859) is aged 50 and above. The next largest segment with a population of 2,214 is aged 20-49, with the largest population therein being residents aged 40-49, numbering 924. This goal provides Seniors who want to downsize and remain in Harvard more options that encompass a variety of preferences (seniors-only community or age-restricted units in a multi-family development).

- **Increase affordable homeownership opportunities for first-time homebuyers, including households earning less than 80% of the AMI and households earning between 80% and 100% of AMI.**

Census data (Table S1901) supports that Harvard is a community of mixed incomes, although there is a slight majority of high-income households. Nearly 46% of households earn under \$150,000 with almost 27% under \$100,000. (100% AMI = \$135,000 for a household of 4). With the lower-income job opportunities* that are expected with the development of the Ayer Road commercial corridor, the demand for lower cost housing will only increase for those who would like to live and work in Harvard. Increased affordable ownership opportunities provide more options for the population of lower wage earners.

*Harvard would benefit from a grocery store, more food and beverage establishments, a pharmacy, a liquor store, a dry cleaner, a bookstore, and antique shops or local artisan stores. (“Market Study and Fiscal Impact Analysis, Ayer Road Commercial District,” Weitzman Associates, LLC, p. 11)

- **Increase supply of affordable rental housing for all populations, including seniors, families, special needs/accessible.**

Census data (Table S2504) indicates that home-owning households vastly outnumber renters and the predominant structure is a large single-family home. In addition, Weitzman Associates notes that “[T]here is a considerably underserved demand for rental properties within Harvard, exacerbated by the region’s short supply and stalled pipeline.” (page 7)

The Elms, Foxglove, and Bowers Brook are rental developments with affordable units, but Harvard needs to plan for the eventual loss of these units as the affordability expires in 2041-2047.

SECTION 3: IMPLEMENTATION STRATEGIES

A. Noteworthy: proposed developments may satisfy housing goals

Harvard has 2 projects in the early or very early stages of development. The first is Old Mill Estates, a *proposed* development of 24 ownership units, 6 of which will be affordable. The development is sited on 11.475 acres on Old Mill Road. MassHousing provided the developer a preliminary project eligibility/site approval letter on January 30, 2023.

A second project was discussed at the Select Board meeting on February 7, 2023 but has since been withdrawn as a proposal with the stated intention to be reintroduced at a future date with a changed scope. The project would be located on Ayer Road at the junction of Route 2. In addition, the developer would pay for a private connection to run water/sewer lines from Devens. It is not known at this time if the town would be granted sewer access. Developer MINCO Corporation's original proposal would have pushed Harvard to at least 10% subsidized housing and would build the 113 units that Harvard needs to zone for under MBTA Communities legislation. Details of the project are:

85 rental units, 25% affordable at 80% AMI (all units would count toward SHI)
120 market rate units
30 units for residents age 62+
8 units as duplexes or townhouses
243 TOTAL units of housing

These 91 units plus the 168 on an updated and corrected SHI total 259 units.

B. Strategy/Tactic and Responsible Entity (in no particular order)

Bylaw and Policy Development	Responsible Entity:						
	PB	TP	MAHT	ZBA	CPC	TA	SB
Adopt inclusionary zoning by-law: “Inclusionary zoning” requires developers to make a portion of the housing units in their project affordable to low- and moderate-income households. <ul style="list-style-type: none"> Recommendation: 25% of all developments consisting of 4 or more units must be affordable for households at 80% or less of Area Median Income. 							
Add a smart growth or starter home zoning overlay districts (i.e. MGL ch. 40R; Friendly 40B; 3A) to encourage <i>clustered development and higher density</i> (smaller homes in a well-designed setting that creates a community and preserves open space)							
Amend the Protective Bylaw § 125-35, Open Space and Conservation – Planned Residential Development - to incentivise affordable housing							
Amend Protective Bylaw § 125-29 to allow multi-family development and non-conforming lot sizes on alternative lot types 1-4.							
Increase Town Funds for Affordable Housing	PB	TP	MAHT	ZBA	CPC	TA	SB
Increase to the Community Preservation Act funding surcharge from 1.1% to 3% in order to to grow Municipal Affording Housing Trust Funds.							
Support the <i>Real Estate Transfer Fee</i> , to enact a fee of 0.5%-2.0% that would create and support affordable housing and adopt fee in Harvard.							
Incentivize & Initiate Affordable Housing Development	PB	TP	MAHT	ZBA	CPC	TA	SB
Research and develop approaches for the utilization of MAHT funding (i.e. developer incentives, readying land for sale)							
Proactively solicit “friendly 40B” development (town and developers work together)							
Encourage affordable housing in developments related to MBTA Communities							
Connect with water and sewer in surrounding towns in order to facilitate responsible development at higher density.							

Revisit stalled projects such as Hildreth House, gravel pit in order to assess for development with affordable housing component							
Research suitability of single-family parcels of 10+ acres (see Attachment 2) in town and conduct outreach to private property owners to discuss zoning and development							
Research suitability of development on other private land "Opportunity Sites" (see Appendix 1) and conduct outreach to private property owners to discuss zoning and development							
Develop Partnerships Outside Harvard	PB	TP	MAHT	ZBA	CPC	TA	SB
Work with legislature and MassDevelopment to accomplish removal of Devens's residential housing cap in order for the Harvard part of Devens to develop future housing (25% affordable unit requirement remains in Devens)							
Work with Town of Ayer to support development of Vicksburg Square in Devens (includes Rogers Field)							
Pursue grants that can support state and consultant partners to bring in added capacity and expertise needed to deliver on above goals (such as bylaw expertise);							
Oversight	PB	TP	MAHT	ZBA	CPC	TA	SB
Set up a standing committee once HPP is approved made up of members of Select Board, Planning Board, Municipal Affordable Housing Trust, and others to move forward goals and ensure accountability and progress <ul style="list-style-type: none"> Recommendation: Meet at minimum twice per year 							
Lead Community outreach and education to build understanding of the HPP goals, benefits of affordable housing and diversified housing in Harvard.							

Key:

PB: Planning Board
TP: Town Planner
MAHT: Municipal Affordable Housing Trust
SB: Select Board

ZBA: Zoning Board of Appeals
CPC: Community Preservation Committee
TA: Town Administrator

ATTACHMENTS

1. Opportunity Sites in Harvard

- St. Theresa’s Church, 15 Still River Rd
- Shaker Hills Country Club, 146 Shaker Rd
- Fruitlands, 102 Prospect Hill Rd
- St. Benedict Center, 282 Still River Rd
- Friendly Crossways, 247 Littleton County Rd
- Hildreth House
- Harvard Observatory
- 183 - 189 Ayer Road
- Gravel pit

2. List of private property over 10 acres

The following is a list of 105 single-family parcels that have 10+ acres of land, including all the mixed-use Chapter parcels which have residences and 10+ acres. Some addresses appear more than once because the report contains one line for each building on the parcel; any properties that have more than one building with living space (so not just outbuildings) will have one entry for each building.

Use Code	Str Num	Street Name	Acres
1010	121	AYER RD	10.26
1010	304	AYER RD	10.64
170	309	AYER RD	53.7
160	129	AYER RD	15.8
160	306	AYER RD	19.9
1010	25	BLANCHARD RD	11.23
1010	42	BOLTON RD	12.56
1010	90	BOLTON RD	11.44
1010	161	BOLTON RD	11.3
180	157	BOLTON RD	11.5
170	112	BOLTON RD	27.84
170	168	BOLTON RD	14.62
1010	79	BROWN RD	15.82
1010	43	BROWN RD	15.06
170	2	BROWN RD	79.4

1010	165	CODMAN HILL RD	10.8
160	31	CRUFT LN	23.94
160	30	CRUFT LN	18.49
1010	111	DEPOT RD-HARVARD	10.31
1010	25	DEPOT RD-HARVARD	20.08
180	9	DEPOT RD-HARVARD	12.55
180	88	EAST BARE HILL RD	12.6
180	162	EAST BARE HILL RD	11.88
170	38	ELDRIDGE RD	13.78
1010	6	GLENVIEW DR	15.96
1010	55	JACOB GATES RD	11.41
1010	38	LANCASTER CNTY RD	13.17
160	52	LANCASTER CNTY RD	30.49
1010	165	LITTLETON CNTY RD	27.71
1010	171	LITTLETON CNTY RD	17.92
180	169	LITTLETON CNTY RD	17.55
180	175	LITTLETON CNTY RD	37.07
180	181	LITTLETON CNTY RD	10.67
170	146	LITTLETON CNTY RD	75.32
170	36	LITTLETON CNTY RD	31.15
160	247	LITTLETON CNTY RD	14.7
160	281	LITTLETON CNTY RD	12.61
160	283	LITTLETON CNTY RD	12
160	44	LITTLETON CNTY RD	30.78
1010	131	LITTLETON RD	11.13
1010	222	LITTLETON RD	10.1
180	214	LITTLETON RD	24.72
170	26	MADIGAN LN	12.23
160	72	MASS AV	30.91
160	32	METTACOMETT PATH	13.53
1010	28	MURRAY LN	11.86

170	41	MURRAY LN	13.5
1010	6	MYRICK LN	29.62
1010	129	OAK HILL RD	12.8
170	90	OAK HILL RD	34
1010	336	OLD LITTLETON RD	10.37
1010	181	OLD LITTLETON RD	10.66
1010	71	OLD LITTLETON RD	10.28
1010	131	OLD LITTLETON RD	10.13
180	308	OLD LITTLETON RD	11.51
180	211	OLD LITTLETON RD	10.38
170	298	OLD LITTLETON RD	18.12
1010	133	OLD MILL RD	16.09
170	76	OLD MILL RD	31
170	62	OLD MILL RD	26
170	42	OLD MILL RD	24
170	57	OLD MILL RD	27.14
1010	85	OLD SHIRLEY RD	10.91
1010	51	OLD SHIRLEY RD	11.16
160	89	OLD SHIRLEY RD	35.76
1010	17	PARK LN	10.93
1010	39	POOR FARM RD	15
1010	47	POOR FARM RD	13.2
1010	126	POOR FARM RD	11.91
1010	32	PROSPECT HILL RD	10.01
1010	103	PROSPECT HILL RD	13.22
1010	135	PROSPECT HILL RD	11.33
1010	60	SAWYER LN	66.1
160	28	SHAKER RD	17.32
1010	53	SHEEHAN RD	12.7
1010	55	SOUTH SHAKER RD	10
1010	92	SOUTH SHAKER RD	10.09

310	206	STILL RIVER RD	0.37
170	218	STILL RIVER RD	17
170	221	STILL RIVER RD	12.28
170	232	STILL RIVER RD	23
170	199	STILL RIVER RD	17.94
160	148	STILL RIVER RD	16.2
1010	212	STOW RD	14.87
170	56	STOW RD	15.41
1010	78	WEST BARE HILL RD	12.21
1010	101	WEST BARE HILL RD	10.62
170	118	WEST BARE HILL RD	14.5
160	178	WEST BARE HILL RD	14.5
160	16	WEST BARE HILL RD	14.01
170	64	WESTCOTT RD	11.41
170	14	WHITNEY LN	13.58
170	33	WILLARD LN	20.47
170	53	WILLARD LN	14.13
180	97	WOODSIDE RD	22.8

3. HPP FAQs

Housing Production Plans Frequently Asked Questions updated 3/8/21. [download \(mass.gov\)](#)

4. Highlights from 2022 HPP SURVEY

The Municipal Affordable Housing Trust conducted a survey regarding housing/development in Harvard. The survey was available on the town’s website from June through September. There were 219 respondents, 209 of whom were homeowners. Many respondents indicated support for more housing for ages 55+ and affordable housing in general.

67.6% responded affirmatively to the stand-alone question, “Do you feel that Harvard needs more affordable housing?”; responses of “not sure” outnumbered “no” 35-28.

There was less support for increasing the number of rentals (although “more” was still the highest response). Harvard has only 5% renter households and rentals are a component of a diversified housing stock as well as an option for homeownership seniors who want to downsize and/or reduce home maintenance costs and activities.

Nearly half (104) the respondents would like to see fewer or no change in the number of large single-family homes.

42.5% (93) respondents did not weigh in on the final survey question *What do you think are the most pressing housing issues or opportunities in Harvard? Any final thoughts or comments?*. For those that did comment, the greatest number of responses concerned:

- all things senior housing (affordable; smaller; designed for aging in place or more options available for those who want to move; assisted living);
- affordability; and
- diversity, primarily in the housing stock, which, in turn, would help diversify the population.

What would you like to see more or less of in Harvard?

	Large SFH, 3+BR	55+	Affordable Housing	Assisted Living	ADU	Rentals
Fewer	84	9	15	15	17	29
More	20	158	141	111	125	97
No Change	81	38	40	56	48	61
No Answer	34	14	23	37	29	32
Total	219	219	219	219	219	219

What do you think are the most pressing housing issues or opportunities in Harvard? Any final thoughts or comments?

42.5% (93) respondents did not weigh in on the final survey question, “What do you think are the most pressing housing issues or opportunities in Harvard? Any final thoughts or comments?”. For those that did comment, the greatest number of responses concerned:

- all things senior housing (affordable; smaller; designed for aging in place or more options available for those who want to move; assisted living);
- affordability; and
- diversity, primarily in the housing stock which, in turn, would help diversify the population.



2023/05/09



2023/05/09



2023/05/09



2023/05/09

**TOWN OF HARVARD ZONING BOARD OF APPEALS
APPLICATION FOR A HEARING**

Please review the Board of Appeals' Regulations, Chapter 135, The Code of the Town of Harvard, prior to filling out this Application for Hearing. This application, along with the appropriate documents and filing fee, must be filed in the office of the Town Clerk.

Name of Applicant: Michael & Lauren Derse

Mailing Address: 32 Massachusetts Ave., Harvard, MA 01451

Telephone Number: 805-407-7175 Email Address: mikederse@gmail.com

Applicant is (check one): Owner Tenant Licensee Prospective Buyer

Location of Property: 32 Massachusetts Ave. Assessors Map 22B Parcel: 32

Registry of Deeds: Book Number 49451 Page Number 387 Certificate Number _____

Owner's Name: Same Tel. No.: _____
(If different than Applicant)

Owner's Address: _____

Representative: Goldsmith, Prest & Ringwall, Inc. (GPR) Tel. No.: 978-772-1590

Application (which includes required plans and abutters list) is for:

- | | |
|---|---------------------------------|
| <input type="checkbox"/> Variance (16 copies) | Fee: \$150.00 + \$6.00/ abutter |
| <input checked="" type="checkbox"/> Special Permit (16 copies) | Fee: \$200.00 + \$6.00/abutter |
| <input type="checkbox"/> Modification/Extension (16 copies) | Fee: \$100.00 + \$6.00/abutter |
| <input type="checkbox"/> Failure to Enforce Administrative Appeal (16 copies) | Fee: \$130.00 |
| <input type="checkbox"/> Other Administrative Appeals (16 copies) | Fee: \$175.00 |
| <input type="checkbox"/> Comprehensive Permit (20 copies) | Fee: 500.00/unit |

Specific Bylaw section (s) being applied for: Section 125-3B(2) & 125-46

Nature of Application and Justification of Request: See attached Nature & Justification

The undersigned certifies that he/she has read and examined this application and the Harvard Zoning Board of Appeals Rules and Regulations, Chapter 135 of the Code of the Town of Harvard, and that the proposed project is accurately represented in the statements made in the application.

The applicant will be required to pay a local newspaper of general circulation for the current cost of advertising the hearing. The applicant will be billed directly from the newspaper for the cost of the advertised hearing or all advertising must be paid for in full prior to submittal to the newspaper.

I hereby request a hearing before the Board of Appeals with reference to the above application.

M. Derse
Property Owner's Signature (REQUIRED)

5/9/23
Date

L. Derse
Property Owner's Signature (REQUIRED)

5/9/23
Date

Applicant's Signature (if different from owner)

Date



May 9, 2023

Harvard Zoning Board of Appeals
13 Ayer Road
Harvard, MA 01451

RE: Special Permit Request
Michael & Lauren Derse
32 Massachusetts Ave.
Harvard, MA

Dear Board Members:

On behalf of the proponent, Michael & Lauren Derse, and in accordance with Sections 125-46 and 125-3B and specifically subsection 125-3B(2) of the Harvard Zoning Bylaws, GPR submits herewith an application for a special permit to alter and enlarge a lawful, non-conforming existing structure. Pursuant to the zoning enclosed are the application and supporting documentation.

The subject property contains 33,845± SF at the corner of Mass Ave and Pond Rd as shown on the attached Building Permit Plan and Harvard Assessor Map 22B parcel 32. The property is zoned AR and is serviced by the Town's water and sewer systems. According to Harvard Assessor records the house was built in 1907, before the adoption of the Harvard Protective Bylaw and therefore a lawful non-conforming house and lot pursuant to Section 125-3A.

The proponents desire to construct an Accessory Dwelling Unit (ADU) in accordance with Sections 125-18.1 and specially subsection 125-18.1A(1)(b) meeting the requirements of Section 125-57E. The existing garage would be demolished for the construction of a new garage with the ADU located above the garage. There is a proposed elevator meeting the zero-step requirement of Section 125-57E (see Tuck & Tuck Architectural plans).

The existing house and garage have a gross floor area of 6,025 SF. The existing house plus the addition of the mudrooms, garage and ADU will have a gross floor area of 7,990 SF. Said addition is roughly 32% larger than the structure prior to becoming a non-conforming structure. Said addition meets all current setback requirements and therefore would have been permitted prior to becoming non-conforming. It is our opinion the completed structure will not be substantially more detrimental to the neighborhood than the existing non-conformity. We have attached a summary of the existing and proposed structure as well as the "floor area ratio" pursuant to Section 125-30(B).

Goldsmith, Prest & Ringwall, Inc.

The proposed addition at 32 Mass Ave will not result in a substantial increase of volume or rate of surface water runoff to neighboring properties and street, and will not result in substantial danger of pollution or contamination of the groundwater supply, a groundwater absorption area, a well, pond, stream, water course, W-district, or inland wetland. If approved this project will be in harmony with the general purpose and intent of the Bylaw and the purposes as outlined in Section 125-1.

On behalf of the proponents, Michael & Lauren Derse, GPR respectfully request the ZBA schedule a hearing for the review of the special permit request at your June 14th, 2023 meeting. Should the Board require additional copies or documentation please contact our office.

Sincerely,



Bruce D. Ringwall, Pres.

Copy to: Lynn Kelly, Town Clerk
Michael & Lauren Derse
Michelle Tuck, Tuck & Tuck Architects
GPR file 221111

**Special Permit Request §125-3B(2)
Michael & Lauren Derse
32 Mass Ave
Harvard, MA**

SQUARE FOOTAGES (GROSS FLOOR AREA)

EXISTING BASEMENT:	1,350 SF
EXISTING FIRST FLOOR:	1,265 SF
EXISTING SECOND FLOOR:	1,345 SF
EXISTING THIRD FLOOR:	1,345 SF
TOTAL EXISTING HOUSE:	5,305 SF

EXISTING GARAGE (TO BE DEMOLISHED): 720 SF

EXISTING HOUSE & GARAGE: 6,025 SF

NEW BASEMENT MUDROOM ADDITION:	285 SF
NEW 1ST FLOOR MUDROOM ADDITION:	245 SF
NEW IN-LAW SUITE ADDITION:	1,115 SF
NEW GARAGE:	1,040 SF

NEW HOUSE & NEW GARAGE: 7,990 SF

Said increase being roughly 32% larger than the prior non-conforming structure.

Section 125-30B: Floor area ratio shall not be greater than 10% of the lot area or 8,000 SF whichever is larger.

10% of 33,845 SF = 3,385 SF
8,000 SF > 3,385 SF

7,990 SF < 8,000 SF

May 8, 2023

**Subject: 32 Massachusetts Ave, MA
Tax Map 22B, Parcel 32**

To Whom It May Concern:

I hereby authorize Goldsmith, Prest & Ringwall, Inc., 39 Main Street, Suite 301, Ayer, MA, 978.772.1590, to act as my agent in administrative and civil engineering matters pertaining to the proposed Assessor's Dwelling Unit (ADU) at the subject site. This authorization covers the execution of application forms, presentation of plans and designs, and communication with involved parties.

Respectfully,



Michael Derse
32 Mass Ave.
Harvard, MA 01451

Copy: Goldsmith, Prest & Ringwall, Inc.
File #221111

Worcester District Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 8/16/2022 7:28:38 AM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
96827	DEED		49451/387	08/15/2012	653300.00
Property-Street Address and/or Description					
32 MASSACHUSETTS AVE					
Grantors					
DECK GENTRY O, DECK DINAH S					
Grantees					
DERSE MICHAEL T, DERSE LAUREN E, DIMINICO LAUREN					
References-Book/Pg Description Recorded Year					
64849/83 MTG 2021					
Registered Land Certificate(s)-Cert# Book/Pg					



2012 00096827

Bk: 49451 Pg: 387

Page: 1 of 3 08/15/2012 01:18 PM WD

MASSACHUSETTS EXCISE TAX
Worcester District ROD #20 001
Date: 08/15/2012 01:18 PM
Ctrl# 113627 29483 Doc# 00096827
Fee: \$2,979.96 Cons: \$653,300.00

MASSACHUSETTS QUITCLAIM DEED

WE, GENTRY O. DECK AND DINAH S. DECK of Harvard, Worcester County, Massachusetts 01451,

for consideration paid, and in full consideration of SIX HUNDRED FIFTY-THREE THOUSAND THREE HUNDRED AND 00/100 Dollars (U.S. \$653,300.00)

grant to MICHAEL T. DERSE AND LAUREN E. DERSE F/K/A LAUREN DIMINICO, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY

with *quitclaim covenants* the following property in Worcester County, Massachusetts.

The land in said Harvard, with the buildings thereon, situated on the westerly side of Bromfield Street, sometimes known as Massachusetts Avenue, bounded and described as follows:

BEGINNING at a stone bound at the intersection of said Bromfield Street, also known as Massachusetts Avenue, and Pond Road, said bound being buried eighteen (18) inches;

THENCE running S. 06 degrees 01' E., by said Bromfield Street, one hundred fifty-five and 05/100 (155.05) feet to a stake;

THENCE running S. 82 degrees 45' W. by land of Mildred E. Savage, two hundred twenty-one and 06/100 (221.06) feet to a stake;

THENCE running N. 06 degrees 25' W., by land of Mildred E. Savage, one hundred fifty and 30/100 (150.30) feet to a stake at said Pond Road;

THENCE running N. 81 degrees 31' 30" E., b said Pond Road, two hundred twenty-two and 27/100 (222.27) feet to the point of beginning.

Containing 33,845 square feet, more or less.

(Property and Grantee)
32 Massachusetts Avenue, Harvard, MA 01451

GT
3

Being Lot 1 as shown on plan of "Land in Harvard, Mass., surveyed for Mildred Savage, Mar. 1951, Charles A. Perkins Co., Civil Engineers, Clinton, Mass.". Said plan duly recorded in Plan Book 172, Plan 122.

I/We GENTRY O. DECK AND DINAH S. DECK release our Rights of Homestead with respect to the above-mentioned real estate.

For title see deed of Emery K. Perry and Eleanor D. Perry dated June 3, 1972 and recorded with Worcester South Registry of Deeds in Book 5226, Page 301.

Witness my/our hand(s) and seal(s) this 3 day of Aug. 2012.

Gentry O. Deck
GENTRY O. DECK

Dinah S. Deck
DINAH S. DECK

COMMONWEALTH OF KENTUCKY

Worcester, ss.

On this 3rd day of August 2012, before me, the undersigned notary public, personally appeared GENTRY O. DECK AND DINAH S. DECK, proved to me through satisfactory evidence of identification, which was/were [] driver's license(s) or [] _____, to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Sherena Goodpaster
Notary Public: Sherena Goodpaster
My Commission Expires: 6/21/14





Abutters List Report
Town of Harvard, MA

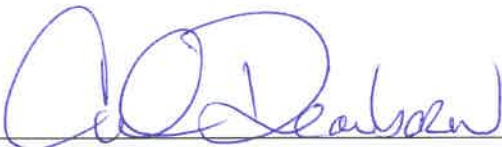
Date: April 26, 2023

Parcel Number: 022B-032-000

Property Address: 32 Mass Ave

Abutters To: 300ft

The above Certified Abutters List is a true copy of the records in the Town of Harvard Assessor's office for the last known names and addresses of owners of land located within the above stated range of the subject property.

Signed: 

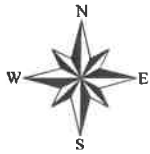
Date: 4/26/23

Carol Dearborn
Assistant Assessor
(978) 456-4100 x315

FINANCE DEPARTMENT - ACCOUNTANT, ASSESSORS, TREASURER/COLLECTOR

13 Ayer Road, Harvard, Massachusetts 01451-1458

www.harvard-ma.gov



32 MASS AVE

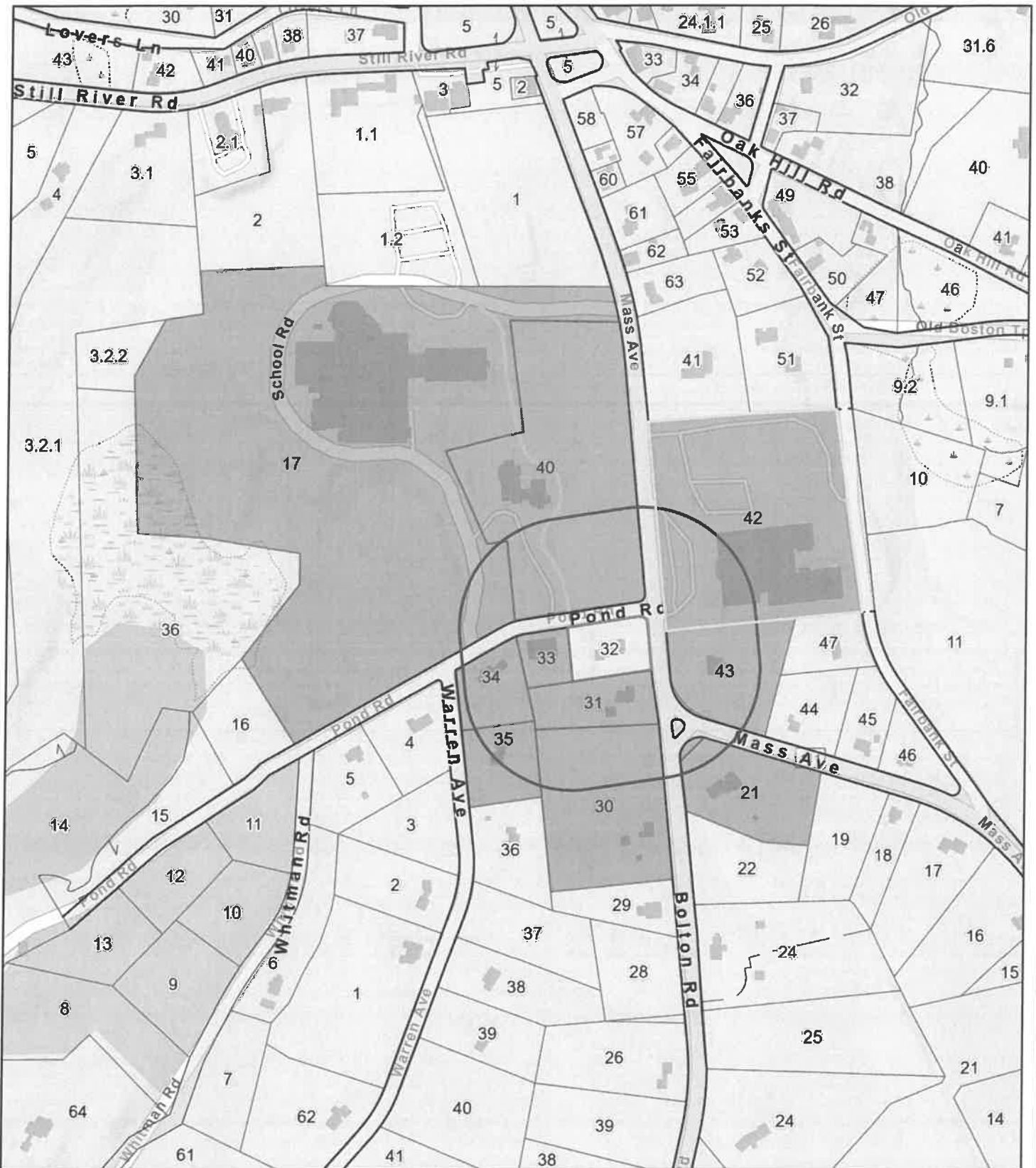
Town of Harvard, MA

1 inch = 376 Feet



www.cai-tech.com

April 26, 2023



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



300 feet Abutters List Report

Harvard, MA
April 26, 2023

Subject Property:

Parcel Number: 22B-032-000-000
CAMA Number: 22B-032-000-000
Property Address: 32 MASS AV

Mailing Address: DERSE, MICHAEL T & LAUREN E
32 MASS AV
HARVARD, MA 01451

Abutters:

Parcel Number: 22A-017-000-000
CAMA Number: 22A-017-000-000
Property Address: 14 MASS AV

Mailing Address: HARVARD, TOWN OF
13 AYER RD
HARVARD, MA 01451

Parcel Number: 22B-020-000-000
CAMA Number: 22B-020-000-000
Property Address: 0 BOLTON RD

Mailing Address: HARVARD, TOWN OF
13 AYER RD
HARVARD, MA 01451

Parcel Number: 22B-021-000-000
CAMA Number: 22B-021-000-000
Property Address: 40 MASS AV

Mailing Address: FERENCE, WILLIAM
40 MASS AV
HARVARD, MA 01451

Parcel Number: 22B-030-000-000
CAMA Number: 22B-030-000-000
Property Address: 4 BOLTON RD

Mailing Address: PAYNE, COLLEEN P
4 BOLTON RD
HARVARD, MA 01451

Parcel Number: 22B-031-000-000
CAMA Number: 22B-031-000-000
Property Address: 36 MASS AV

Mailing Address: PARK, HENRY J., TRUSTEE
36 MASS AV
HARVARD, MA 01451

Parcel Number: 22B-033-000-000
CAMA Number: 22B-033-000-000
Property Address: 5 POND RD

Mailing Address: MRC TRUST CONDO MAIN
PO BOX 517
HARVARD, MA 01451

Parcel Number: 22B-034-000-000
CAMA Number: 22B-034-000-000
Property Address: 9 POND RD

Mailing Address: BLYDENBURGH, EMMA
9 POND RD
HARVARD, MA 01451

Parcel Number: 22B-035-000-000
CAMA Number: 22B-035-000-000
Property Address: 5 WARREN AV

Mailing Address: WARD, KAYE S.
5 WARREN AVE
HARVARD, MA 01451

Parcel Number: 22B-040-000-000
CAMA Number: 22B-040-000-000
Property Address: 4 POND RD

Mailing Address: BROMFIELD TRUSTEES
46 JACOB GATES RD
HARVARD, MA 01451

Parcel Number: 22B-042-000-000
CAMA Number: 22B-042-000-000
Property Address: 27 MASS AV

Mailing Address: HARVARD, TOWN OF
13 AYER RD
HARVARD, MA 01451



www.cai-tech.com



300 feet Abutters List Report

Harvard, MA
April 26, 2023

Parcel Number: 22B-043-000-000
CAMA Number: 22B-043-000-000
Property Address: 39 MASS AV

Mailing Address: HARVARD, TOWN OF
13 AYER RD
HARVARD, MA 01451

Parcel Number: 22B-033-000-000
CAMA Number: 22B-1033-000-000
Property Address: 5 POND RD

Mailing Address: MAHOGANY RUN REALTY TR I
PO BOX 517
HARVARD, MA 01451

Parcel Number: 22B-033-000-000
CAMA Number: 22B-2033-000-000
Property Address: 5 POND RD

Mailing Address: MAHOGANY RUN REALTY TR II
PO BOX 120
HARVARD, MA 01451

Parcel Number: 22B-033-000-000
CAMA Number: 22B-3033-000-000
Property Address: 5 POND RD

Mailing Address: WALKER, JOHN H
197 EIGHTH STREET
CHARLESTOWN, MA 02129



www.cai-tech.com

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

4/26/2023

Page 2 of 2

Site Plan Review Application

**247 Littleton County Road
Harvard, MA**

May 2023

**Submitted to:
Harvard Planning Board
13 Ayer Road
Harvard, MA 01451**

**Submitted by:
William Ference
40 Massachusetts Ave
Harvard, MA 01451**

**Prepared by:
Goldsmith, Prest & Ringwall, Inc.
39 Main Street, Suite 301
Ayer, MA 01432**

**Project No:
211137**



Table of Contents

Narrative

Site Plan Review Application

Erosion Control Application

Scenic Road Application

Appendix

Agent Authorization Letter

Harvard Certified List of Abutters

Boxborough Certified List of Abutters

Site Photos

Attachments

Commercial Development - Site Plan Review Application

247 Littleton County Road, Harvard, MA (24"x36")

Prepared by Goldsmith, Prest & Ringwall, Inc.

NARRATIVE

to accompany

SITE PLAN REVIEW APPLICATION

247 Littleton County Road, Harvard, MA 01451

GENERAL

The property at 247 Littleton County Road ("the property") is an existing lot consisting of 24.57 acres± with an existing building, associated driveway, and agricultural land. The property is also known as Friendly Crossways and has functioned as an event venue, retreat and conference center with lodging, and hostel for the past 75 years, dating back to at least 1947. A Special Permit was issued by the ZBA on April 22, 2022, recorded at the WSRD in book 68247 page 319, allowing the continued non-conforming use as an events venue and allowing the construction of a commercial kitchen and tent platform. The property is referenced by the Town of Harvard Assessors as Map 14, Parcels 53.1 & 53.2 and is zoned as Agricultural-Residential (AR).

PROJECT DESCRIPTION

The applicant would like to construct a commercial kitchen that is critical to the continued use as an event venue and is required by the Board of Health in order to prepare food on-site. The proposed kitchen addition will be approximately 1,650 square feet (sf) and located in the back of the existing building at basement level. Past events at the property traditionally took place under a tent set up outside in the spacious lawn behind the building to the north. The applicant is proposing to enhance this area by installing a 4,500-sf concrete platform to support a seasonal tent for future events. Gas and electrical lines will be installed to service the platform. Other structures such as a trailer containing restrooms, raised garden beds and a 480-sf barn are being proposed in the vicinity of the tent platform to support events that will take place on-site. Previous guests to the property have parked in an abutting lot, based solely on a handshake agreement with the property owner. To provide greater safety and experience, a new gravel parking lot will be constructed in the southeastern corner adjacent to the existing corn field on-site. The entrance to the gravel parking will be paved with a traffic island and be located directly across from the entrance to the Harvard Sportsman's Club. The paved area located next to the existing building will be reclaimed as lawn surface, with an ADA accessible parking spot and VIP parking to remain. The proposed parking has been designed to meet Harvard's parking requirements pursuant to Section 125-39 Site Standards.

The current septic system is very old and without a grease trap, therefore it will be inadequate to service the proposed commercial kitchen. The current system will be abandoned in accordance with Title 5 requirements. A grease trap will be installed for the proposed kitchen which will be connected to a new upgraded subsurface sewage disposal system located south of the proposed tent platform and north of the existing building as shown on the site plans. The existing building sewer will be rerouted to the proposed system via new piping. The system will include a pump station that will connect to the proposed soil absorption area through a force main. The soil absorption area shall be located in the corn field, north of the proposed gravel parking lot.

Erosion control shall be performed using a straw wattle and silt fence barrier as shown on the site plans. A temporary stone construction entrance shall be installed for the construction of the gravel parking lot and proposed soil absorption area. There are no trees proposed to be cut or removed for the project. Trees outside of the limit of work will be preserved and protected

throughout construction. A portion of the existing stone wall along Littleton County Road will be relocated to the south in order to construct the gravel parking entrance. The stones removed for the opening will be used to enhance the adjacent sections of the wall. Further, the applicant will be removing invasive and other vegetation from the stone wall to make the wall visible again.

The site currently provides recharge through the naturally occurring depression (recharge basin) located west of the cornfield. Much of the project site will continue to drain to this area for recharge. Roof runoff from the proposed kitchen will be routed to the recharge basin via 6" HDPE piping. A proposed landscape catch basin located near the kitchen will receive incoming stormwater flows which will be connected to the same pipe outlet.

It is our belief that the continued use and the proposed alterations to enhance and bring the property into conformance will adhere to the provisions of Chapter 125 Protective Bylaw.

APPLICATION TO THE HARVARD PLANNING BOARD

Applicants should review the Harvard Protective (Zoning) Bylaw, Chapter 125 of the Code of the Town of Harvard, the Planning Board's Rules and Regulations, Chapter 133 of the Code of the Town of Harvard and the Requirements regarding Driveway Inspections (Chapter 125 of the Protective Bylaw). Copies of the Bylaw may be purchased from the Town Clerk and copies of the Rules and Regulations may be purchased from the Land Use Office. Information is also available online at www.harvard.ma.us. The Rules and Regulations specify the documents that are required as a part of the application. The Application, with certified abutters list and filing fee, must be filed with the Town Clerk.

Name of Applicant: William Ference

Address: 40 Mass. Ave, Harvard, MA 01451 Phone: 267-566-2637 Email: Bill.Ference@gmail.com

Applicant is (check one): Owner Agent Prospective Buyer

Location of Property: 247 Littleton County Rd Zoning District: AR

Harvard Assessors' Map 14 Parcel 53.1 & 53.2

Registry of Deeds: Book Number 67898 Page Number 271

Owner's Name: Same as Applicant Email: _____

Owner's Address: Same as Applicant Owner's Phone: _____

Seventeen (17) copies of the application must be submitted to the Town Clerk. This application is for:

- Special Permits* \$500/required permit
- Driveway Site Plan \$180
- Inspections of Driveways \$300
- Approval of Covenant \$100
- Wireless Communication Tower \$2500
- Consultant Review Fee** \$1000
- Site Plan Review with a Special Permit \$180
- Site Plan Review without a Special Permit \$500
- Modification/Extension 1/2 of original application fee

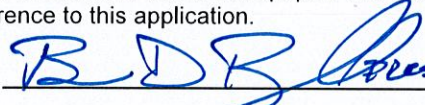
Specific bylaw section(s) you are applying under 125-39.A(4)

* Unless otherwise specified

** Required with all Special Permit Applications. This is a deposit to cover costs of Planning Board consultants and additional amounts may be required depending on the complexity of the Application. All unused monies will be returned. Please submit "Request for New Vendor" form with application. (Available on line at www.harvard.ma.us under Forms & Documents)

All applications associated with a Wireless Communication Tower requires proof of compliance with § 125-27H(2)

All filing fees are cumulative. All Special Permits and uses subject to Site Plan Approval require Driveway Inspections and written approval by the Planning Board, or its agent, prior to issuance of an occupancy permit or use of the premises (§ 125-31 C) All Shared (common) Driveways require an approved covenant running with the land in accordance with § 125-31 B (4) (b). The applicant will be required to pay a local newspaper of general circulation for the current cost of advertising the hearing. The applicant will be billed directly from the newspaper for the cost of the advertised hearing or all advertising must be paid for in full prior to submittal to the newspaper. The undersigned hereby requests a hearing before the Planning Board with reference to this application.

Signed: 
Bruce Ringwall, Pres., GPR, as Agent for Owner

EROSION CONTROL APPLICATION

Applicants should review the Harvard Protective (Zoning) Bylaw, Chapter 125-58 of the Code of the Town of Harvard, the Planning Board's Rules and Regulations, Chapter 133 of the Code of the Town of Harvard. Copies of the Bylaw may be purchased from the Town Clerk and copies of the Rules and Regulations may be purchased from the Land Use Office. Information is also available online at www.harvard-ma.gov. The Rules and Regulations specify the documents that are required as a part of the application.

Applicant's Name: William Ference

Address: 40 Mass. Ave, Harvard, MA 01451 Phone: 267-566-2637 Email: Bill.Ference@gmail.com

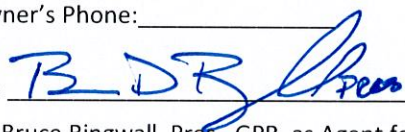
Applicant is (check one): Owner Agent Prospective Buyer

Location of Property: 247 Littleton County Road Zoning District: AR

Harvard Assessors' Map 14 Parcel 53.1 & 53.2

Owner's Name: Same as Applicant Email: _____

Owner's Address: Same as Applicant Owner's Phone: _____

Signed: 

Bruce Ringwall, Pres., GPR, as Agent for Owner

APPLICATION CHECK LIST

Minor Permit

- Sketch plan showing limits, scope of work and proposed Best Management Practices (BMPs)
- Project narrative that includes a description of the proposed project and a description of how and where stormwater will be controlled and erosion and sediment controls to be used
- \$25.00 filing fee

Major Permit

- Applicants shall file one (1) original completed application packet and seven (7) copies
- Project narrative that includes a description of the proposed project and a description of how and where stormwater will be controlled and erosion and sediment controls to be used, plus a description of any specimen trees within the project area.
- Engineered plan set, signed and stamped by a professional engineer or a professional land surveyor registered in the Commonwealth of Massachusetts, and drawn at a legible scale and including:

- **Existing and proposed conditions plans**, which shall identify significant natural features and native trees greater than a diameter of (6) inches within the project area.
- **Erosion control plan**, which shall include the following related specifically to the disturbance area:
 - Location of all structural and non-structural erosion and sediment control measures and BMPs;
 - Locations where stabilization practices are expected to occur;
 - Locations for storage of materials, waste, vehicles, equipment, soil, snow, and other potential contaminants;
 - Operations and Maintenance Plan for BMP's including inspections and maintenance activities as noted in §133-41 below;
 - Areas where previous stabilization has been accomplished and no further construction-phase permit requirements apply; and
 - Any other information deemed necessary by the Planning Board.

■ \$200.00 filing fee

TOWN OF HARVARD PLANNING BOARD



APPLICATION & CHECKLIST FOR A HEARING UNDER THE SCENIC ROAD BYLAW, CHAPTER 90 CODE OF THE TOWN OF HARVARD & M.G.L. Chapter 40 §15C SCENIC ROAD ACT

The Scenic Road Bylaw provides that any repair, maintenance, reconstruction or paving work done with respect to any road designated as a Scenic Road shall not involve or include the cutting or removal of trees or tearing down or destruction of stone walls, or portions thereof, except with prior written consent of the Planning Board after a public hearing.

Seventeen (17) copies of the application, checklist, abutters list, accompanying plans and statements along with a filing fee of \$150.00 shall be submitted to the Planning Board.

Applicant's Name: William Ference

Mailing Address: 40 Mass. Ave, Harvard, MA 01451 Phone#: 267-566-2637

Property Owner's Name: Same as Applicant

Mailing Address: Phone #:

Location of Subject Property: 247 Littleton County Road

Assessor's Map: 14 Parcel: 53.1 & 53.2

Deed Recorded in the Worcester Registry of Deeds in Book: 67898 Page: 271

Or Certificate #:

Representatives Name: Goldsmith, Prest & Ringwall, Inc.

Mailing Address: 39 Main St, Suite 301, Ayer, MA 01432 Phone#: 978-772-1590

What type of project is proposed: Applicant is proposing to construct a commercial kitchen, tent platform, associated parking and utilities, and other structures for the continued use of the site as an event venue.

Applicant's Signature: Bruce Ringwall, Pres., GPR, as Agent for Owner Date: 5/2/2023

NOTE: If applicant is not the owner of the property please attach written consent from the owner.

A Representative may sign on behalf of the applicant with written consent.

SCENIC ROAD APPLICATION CHECKLIST

The following checklist is a part of the Scenic Road Application Form to be completed by the Applicant.

- A written description and plans or drawings showing the entire frontage and the location and nature of the proposed disturbance area. The description should enable readers to locate the area of disturbance with reasonable specificity on the ground without the need for additional plans or references;
- Photographs of all stone walls and trees within and adjacent to the proposed disturbance area prior to any work,
- If tree removal is required, a separate application shall be submitted to the Tree Warden for a hearing under the Shade Tree Act, MGL Chapter 87, which may be held concurrently with the Scenic Road Hearing;
- A statement explaining the reason for the cutting or removal of a tree(s) or the tearing down or destruction of stone walls, or portions thereof, in the proposed disturbance area;
- A statement outlining possible alternatives, proposed compensatory actions, and mitigation measures including restoration, to the proposed cutting or removal of a tree(s) or the tearing down or destruction of stone walls, or portions thereof;
- A list, certified by the Assessor's office, of abutters, as defined herein;
- Except in the case of town agencies, a Scenic Road Consent fee as specified on the Planning Board's application form made payable to the Town of Harvard,
- Any other explanatory material useful to adequately inform the Planning Board and Tree Warden prior to the public hearing.

APPENDIX

March 9, 2022

**Subject: 247 Littleton County Rd, Harvard, MA
Map 14, Parcels 53.1 & 53.2**

To Whom It May Concern:

I hereby authorize Goldsmith, Prest & Ringwall, Inc., 39 Main Street, Suite 301, Ayer, MA, 978.772.1590, to act as my agent in administrative and civil engineering matters pertaining to permitting of existing uses at the subject site. This authorization covers the execution of application forms, presentation of plans and designs, and communication with involved parties.

Respectfully,

A handwritten signature in black ink, appearing to read "Bill Ference". The signature is written in a cursive style with a long horizontal stroke at the end.

Bill Ference
40 Mass Ave.
Harvard, Ma 01451

Copy: Goldsmith, Prest & Ringwall, Inc.
File - 211137



TOWN OF HARVARD
ASSESSORS OFFICE
13 AYER ROAD
HARVARD, MA 01451
978-456-4100 X315

RECEIVED
MAR 16 2023

BOARD OF ASSESSORS
TOWN OF HARVARD

REQUEST FOR CERTIFIED ABUTTERS LIST

PROPERTY LOCATION: 247 Littleton County Road

MAP/BLOCK/LOT: 14 / 53.1 & 53.2

(2 parcels)

PROPERTY OWNERS: 247 Littleton County Road LLC

REQUIRED FOOTAGE: 300'

I've attached the one prepared for this address one year ago to assist with preparation.

CONTACT INFORMATION

EMAIL ADDRESS: bringwall@gpr-inc.com or reception@gpr-inc.com (Susan Durant)

MAILING ADDRESS IF DIFFERENT FROM PROPERTY LOCATION:

GPR, Inc. , 39 Main St, Ste 301, Ayer, MA 01432

FEE: \$25.00

To be paid with completed Abutters List request by Cash or Check

payable to the Town of Harvard

****Please allow 10 working days for your request to be processed****

If you have questions or concerns, please contact the Assessors office at

assessingdept@havard-ma.gov or 978-456-4100x315

*Emailed: 3-16-23
Package*


*Sent
originals: 3-16-23
USPS*



Abutters List Report
Town of Harvard, MA

Date: March 16, 2023
Parcel Number: 014-053-001
014-053-002
Property Address: 247 Littleton Cnty Rd
0 Littleton Cnty Rd
Abutters To: 300ft

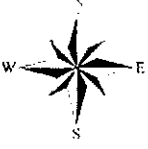
The above Certified Abutters List is a true copy of the records in the Town of Harvard Assessor's office for the last known names and addresses of owners of land located within the above stated range of the subject property.

Signed: 

Date: 3/16/23

Carol Dearborn
Assistant Assessor
(978) 456-4100 x315

FINANCE DEPARTMENT - ACCOUNTANT, ASSESSORS, TREASURER/COLLECTOR
13 Ayer Road, Harvard, Massachusetts 01451-1458
www.harvard-ma.gov



247 LITTLETON CNTY RD/0 LITTLETON CNTY RD

Town of Harvard, MA

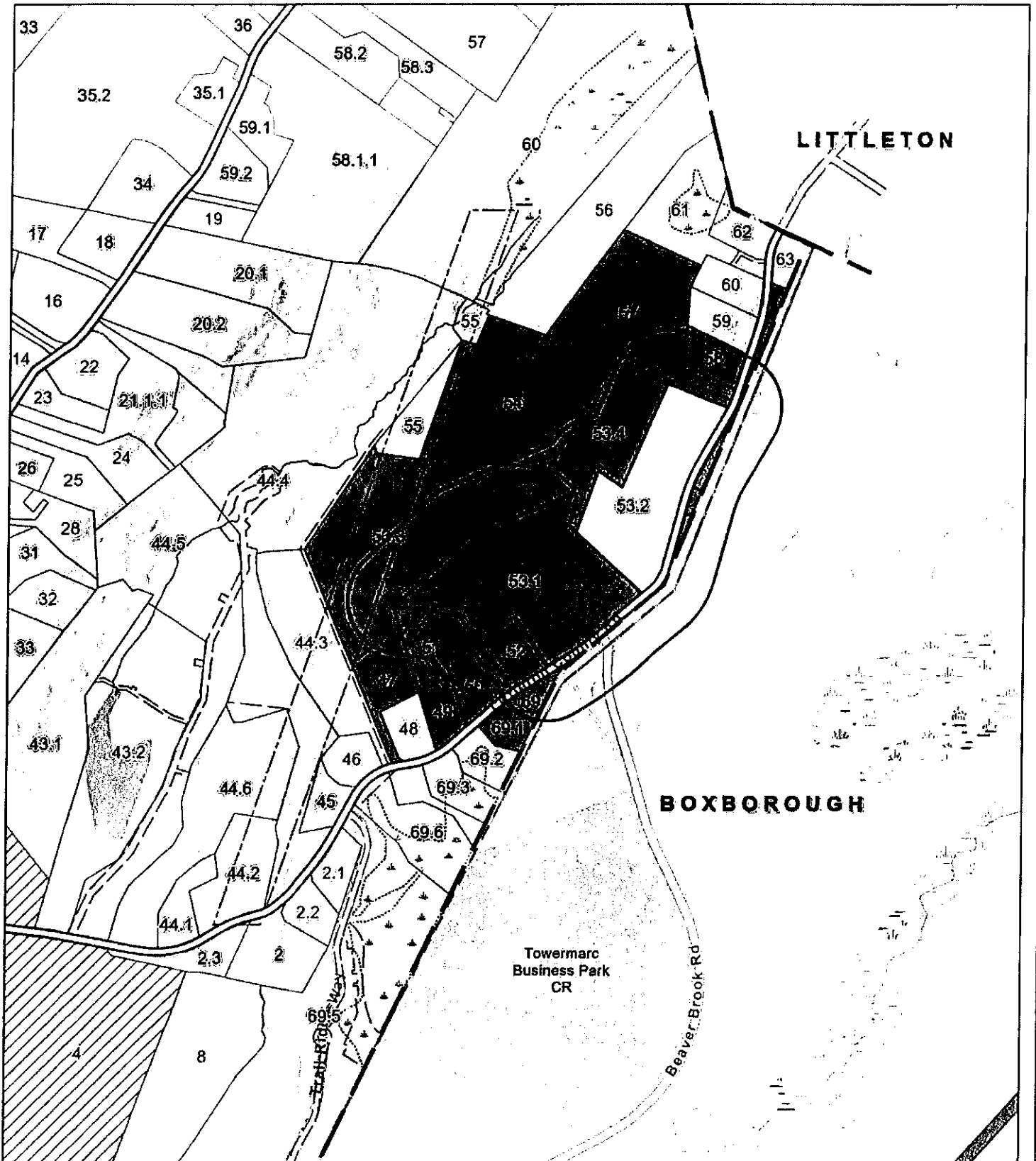


1 inch = 752 Feet

www.cai-tech.com

March 16, 2023

0 752 1504 2256



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



300 feet Abutters List Report

Harvard, MA
March 16, 2023

Subject Properties:

Parcel Number: 014-053-001-000 Mailing Address: 247 LITTLETON COUNTY ROAD LLC
CAMA Number: 014-053-001-000 1 BOLTON RD
Property Address: 247 LITTLETON CNTY RD HARVARD, MA 01451

Parcel Number: 014-053-002-000 Mailing Address: 247 LITTLETON COUNTY ROAD LLC
CAMA Number: 014-053-002-000 1 BOLTON RD
Property Address: LITTLETON CNTY RD HARVARD, MA 01451

Abutters:

Parcel Number: 014-047-000-000 Mailing Address: BANDLOW, JONATHAN A
CAMA Number: 014-047-000-000 223 LITTLETON CNTY RD
Property Address: 223 LITTLETON CNTY RD HARVARD, MA 01451

Parcel Number: 014-049-000-000 Mailing Address: BURWELL, JEFFREY A & LINDSAY M
CAMA Number: 014-049-000-000 225 LITTLETON CNTY RD
Property Address: 225 LITTLETON CNTY RD HARVARD, MA 01451

Parcel Number: 014-050-000-000 Mailing Address: SUGAI, DON P & BUKATKO, DANUTA
CAMA Number: 014-050-000-000 233 LITTLETON CNTY RD
Property Address: 233 LITTLETON CNTY RD HARVARD, MA 01451

Parcel Number: 014-051-000-000 Mailing Address: MICHAEL MANDELLO
CAMA Number: 014-051-000-000 235 LITTLETON CNTY RD
Property Address: 235 LITTLETON CNTY RD HARVARD, MA 01451

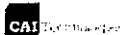
Parcel Number: 014-052-000-000 Mailing Address: BUELL, MARK
CAMA Number: 014-052-000-000 237 LITTLETON CNTY RD
Property Address: 237 LITTLETON CNTY RD HARVARD, MA 01451

Parcel Number: 014-053-001-000 Mailing Address: 247 LITTLETON COUNTY ROAD LLC
CAMA Number: 014-053-001-000 1 BOLTON RD
Property Address: 247 LITTLETON CNTY RD HARVARD, MA 01451

Parcel Number: 014-053-003-000 Mailing Address: HARVARD, TOWN OF, CONSERVATION
CAMA Number: 014-053-003-000 13 AYER RD
Property Address: LITTLETON CNTY RD HARVARD, MA 01451

Parcel Number: 014-053-004-000 Mailing Address: HARVARD, TOWN OF, CONSERVATION
CAMA Number: 014-053-004-000 13 AYER RD
Property Address: LITTLETON CNTY RD HARVARD, MA 01451

Parcel Number: 014-054-000-000 Mailing Address: BOSTON, CATHERINE J.
CAMA Number: 014-054-000-000 281 LITTLETON CNTY RD
Property Address: 281 LITTLETON CNTY RD HARVARD, MA 01451



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3/16/2023

Page 1 of 2



300 feet Abutters List Report

Harvard, MA
March 16, 2023

Parcel Number: 014-057-000-000
CAMA Number: 014-057-000-000
Property Address: 283 LITTLETON CNTY RD

Mailing Address: BRITTAI, SCOTT & JENNIFER
283 LITTLETON CNTY RD
HARVARD, MA 01451

Parcel Number: 014-058-000-000
CAMA Number: 014-058-000-000
Property Address: 279 LITTLETON CNTY RD

Mailing Address: BROWN, TODD & CULLINANE, F
ROBERT
279 LITTLETON CNTY RD
HARVARD, MA 01451

Parcel Number: 014-064-000-000
CAMA Number: 014-064-000-000
Property Address: LITTLETON CNTY RD

Mailing Address: HARVARD SPORTSMEN CLUB INC
PO BOX 114
HARVARD, MA 01451

Parcel Number: 014-065-000-000
CAMA Number: 014-065-000-000
Property Address: LITTLETON CNTY RD

Mailing Address: HARVARD SPORTSMEN CLUB INC
PO BOX 114
HARVARD, MA 01451

Parcel Number: 014-066-000-000
CAMA Number: 014-066-000-000
Property Address: LITTLETON CNTY RD

Mailing Address: CAMPANELLI-TRIGATE BOXBOROUGH
SUB, LLC
ONE CAMPANELLI DR
BRAintree, MA 02184

Parcel Number: 014-068-000-000
CAMA Number: 014-068-000-000
Property Address: LITTLETON CNTY RD

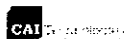
Mailing Address: HARVARD SPORTSMENS CLUB INC
PO BOX 114
HARVARD, MA 01451

Parcel Number: 014-069-000-000
CAMA Number: 014-069-000-000
Property Address: LITTLETON CNTY RD

Mailing Address: COSGROVE REALTY LLC
441 MAYNARD RD
SUDBURY, MA 01776

Parcel Number: 014-069-001-000
CAMA Number: 014-069-001-000
Property Address: 230 LITTLETON CNTY RD

Mailing Address: REN, XI & GAO, YA
230 LITTLETON CNTY RD
HARVARD, MA 01451



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3/16/2023

Page 2 of 2

247 LITTLETON COUNTY ROAD
1 BOLTON RD
HARVARD, MA 01451

HARVARD SPORTSMENS CLUB I
PO BOX 114
HARVARD, MA 01451

BANDLOW, JONATHAN A
223 LITTLETON CNTY RD
HARVARD, MA 01451

HARVARD, TOWN OF, CONSERV
13 AYER RD
HARVARD, MA 01451

BOSTON, CATHERINE J.
281 LITTLETON CNTY RD
HARVARD, MA 01451

MICHAEL MANDELLO
235 LITTLETON CNTY RD
HARVARD, MA 01451

BRITAIN, SCOTT & JENNIFE
283 LITTLETON CNTY RD
HARVARD, MA 01451

REN, XI & GAO, YA
230 LITTLETON CNTY RD
HARVARD, MA 01451

BROWN, TODD & CULLINANE,
279 LITTLETON CNTY RD
HARVARD, MA 01451

SUGAI, DON P & BUKATKO, D
233 LITTLETON CNTY RD
HARVARD, MA 01451

BUELL, MARK
237 LITTLETON CNTY RD
HARVARD, MA 01451

BURWELL, JEFFREY A & LIND
225 LITTLETON CNTY RD
HARVARD, MA 01451

CAMPANELLI-TRIGATE BOXBOR
ONE CAMPANELLI DR
BRAintree, MA 02184

COSGROVE REALTY LLC
441 MAYNARD RD
SUDBURY, MA 01776

HARVARD SPORTSMEN CLUB IN
PO BOX 114
HARVARD, MA 01451



TOWN OF BOXBOROUGH
 Assessors
 29 Middle Road
 Boxborough, Massachusetts 01719
 978-264-1721 • FAX 978-264-3127
 klim@boxborough-ma.gov

OFFICE
 TOWN BOARD
RECEIVED

MAR 15 2023

Assessors
 Boxborough, MA

REQUEST FOR ABUTTERS

DATE OF REQUEST: 3/14/2023 DATE LIST NEEDED: asap

PROPERTY LOCATION: 247 Littleton County Road, Harvard (across the street from parcel 01-006-000)

MAP _____ LOT _____ BLOCK _____

PROPERTY OWNER: 247 Littleton County Road LLC

To assist I've attached the list your office prepared one year ago. Same property with a minor modification. Thank you.

REASON FOR LIST

- CONSERVATION COMMISSION
- ZONING BOARD OF APPEALS (Harvard ZBA)
- PLANNING BOARD
 - PRELIMINARY PLAN
 - SITE PLAN
 - DEFINITIVE PLAN
 - SPECIAL PERMIT
- BOARD OF SELECTMEN
- OTHER _____

RADIUS OF 300 FEET WILL BE USED FOR ALL ABUTTERS' LIST REQUEST

REQUESTER INFORMATION

NAME Bruce Ringwall
 ADDRESS Goldsmith, Prest & Ringwall, Inc (GPR)
39 Main Street, Suite 301, Ayer, MA 01432
 PHONE 978-772-1590 EMAIL bringwall@gpr-inc.com

OFFICE USE ONLY

DATE LIST PREPARED: 3/15/2023
 FEE CHARGED: \$ 10 AMOUNT PAID \$ 10
 DATE PAID: 3/20/2023 CHECK # 2248
 CASH

FEE SCHEDULE: \$1.00 PER NAME IF THE LIST IS FOR CONSERVATION COMMISSION, \$2.00 PER NAME OTHERWISE
 \$10.00 MINIMUM
 \$30.00 MAXIMUM

LIST IS VALID FOR SIX (6) MONTHS. TOWN ASSESSOR IS ALLOWED TEN (10) BUSINESS DAYS FROM DATE OF REQUEST TO PROVIDE CERTIFIED LIST OF ABUTTERS.

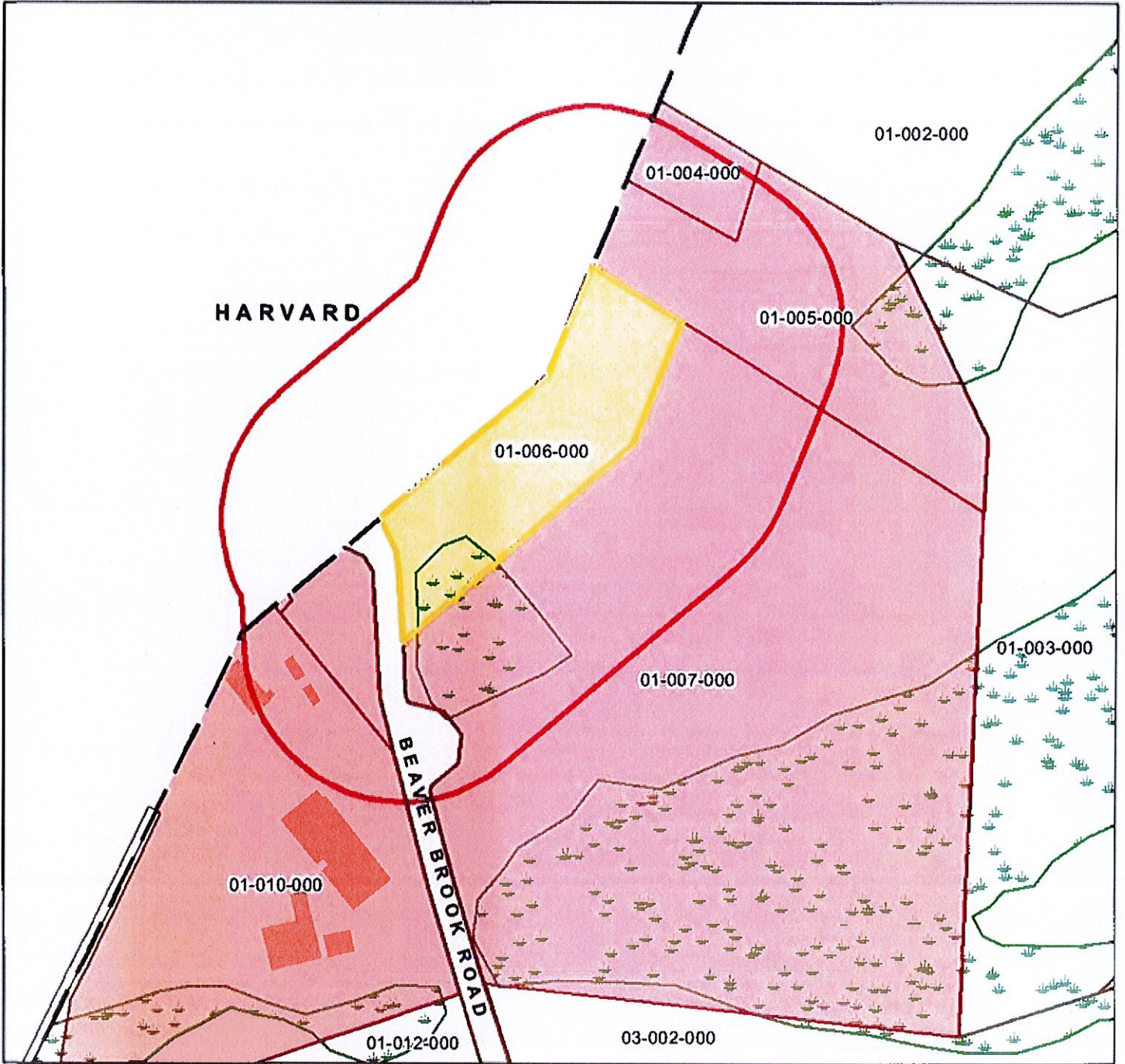


Boxborough, MA

March 15, 2023

1 inch = 277 Feet

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Large Scale	Outside Town Line
CAI Town Line	Buildings
Property Line	Right of Ways
Road	Wet Areas

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Subject Property:

Parcel Number: 01-006-000
CAMA Number: 01-006-000
Property Address: 999 BEAVER BROOK ROAD

Mailing Address: CAMPANELLI-TRIGATE BOXBOROUGH
C/O CAMPANELLI COMPANIES
ONE CAMPANELLI DRIVE
BRAintree, MA 02184

Abutters:

Parcel Number: 01-004-000
CAMA Number: 01-004-000
Property Address: 999 REAR BEAVER BROOK ROAD

Mailing Address: HARVARD SPORTSMEN'S CLUB, INC.
P.O. BOX 114
HARVARD, MA 01451

Parcel Number: 01-005-000
CAMA Number: 01-005-000
Property Address: 995 REAR BEAVER BROOK ROAD

Mailing Address: HARVARD SPORTSMENS CLUB, INC
PO BOX 114
HARVARD, MA 01451

Parcel Number: 01-007-000
CAMA Number: 01-007-000
Property Address: 995 BEAVER BROOK ROAD

Mailing Address: CAMPANELLI-TRIGATE BOXBOROUGH
C/O CAMPANELLI COMPANIES
ONE CAMPANELLI DRIVE
BRAintree, MA 02184

Parcel Number: 01-008-000
CAMA Number: 01-008-000
Property Address: 1000 BEAVER BROOK ROAD

Mailing Address: CAMPANELLI-TRIGATE BOXBOROUGH
C/O CAMPANELLI COMPANIES
ONE CAMPANELLI DRIVE
BRAintree, MA 02184


Parcel Number: 01-009-000
CAMA Number: 01-009-000
Property Address: 1000 REAR BEAVER BROOK
ROAD

Mailing Address: CAMPANELLI-TRIGATE BOXBOROUGH
C/O CAMPANELLI COMPANIES
ONE CAMPANELLI DRIVE
BRAintree, MA 02184

Parcel Number: 01-010-000
CAMA Number: 01-010-000
Property Address: 240 LITTLETON COUNTY ROAD

Mailing Address: COSGROVE JAMES
240 LITTLETON COUNTY RD
HARVARD, MA 01451

THIS IS A CERTIFIED ABUTTERS LIST FROM THE
TOWN OF BOXBOROUGH. WE CERTIFY THAT ALL
THE NAMES AND ADDRESSES OF ALL
PROPERTY OWNERS ARE ACCURATE TO
THE BEST OF OUR KNOWLEDGE.

[Signature] 3/15/2023 

Office of the Board of Assessors Date



www.cai-tech.com



Area where planting to be added.



Proposed parking access.

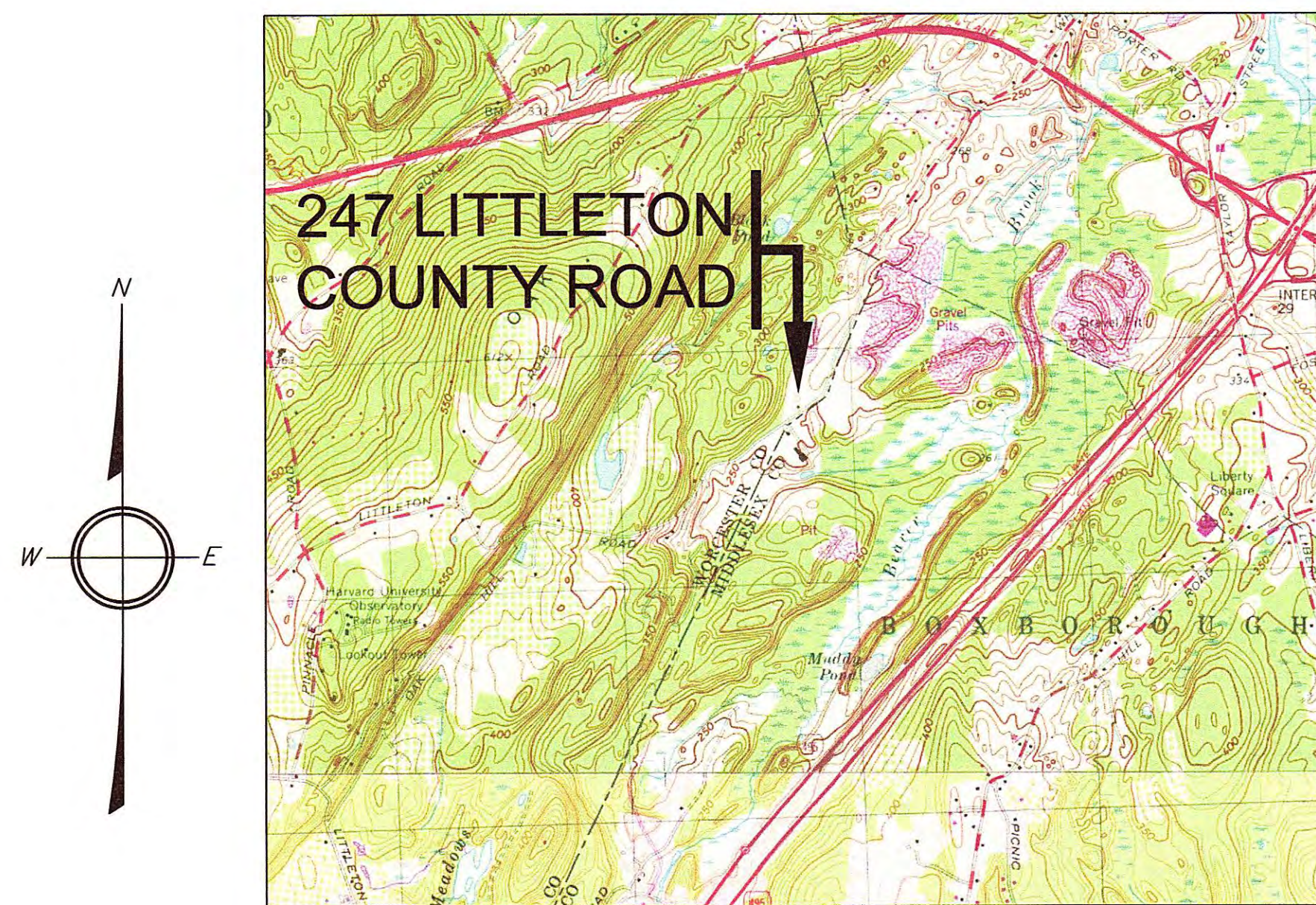
COMMERCIAL DEVELOPMENT

247 LITTLETON COUNTY RD

HARVARD, MA

SITE DATA

LOT AREA: 24.57± AC. (1,070,269± SF)
 WATER SUPPLY: NON-MUNICIPAL (PWS - TNC)
 APPROXIMATE WATER USE: 1,980 GPD
 SEWAGE DISPOSAL: ONSITE SEWAGE DISPOSAL SYSTEM
 APPROXIMATE SEWAGE FLOW: 1,980 GPD
 ZONING DISTRICT: AGRICULTURE & SINGLE FAMILY RESIDENCE
 OVERLAY DISTRICT: WIRELESS COMMUNICATIONS



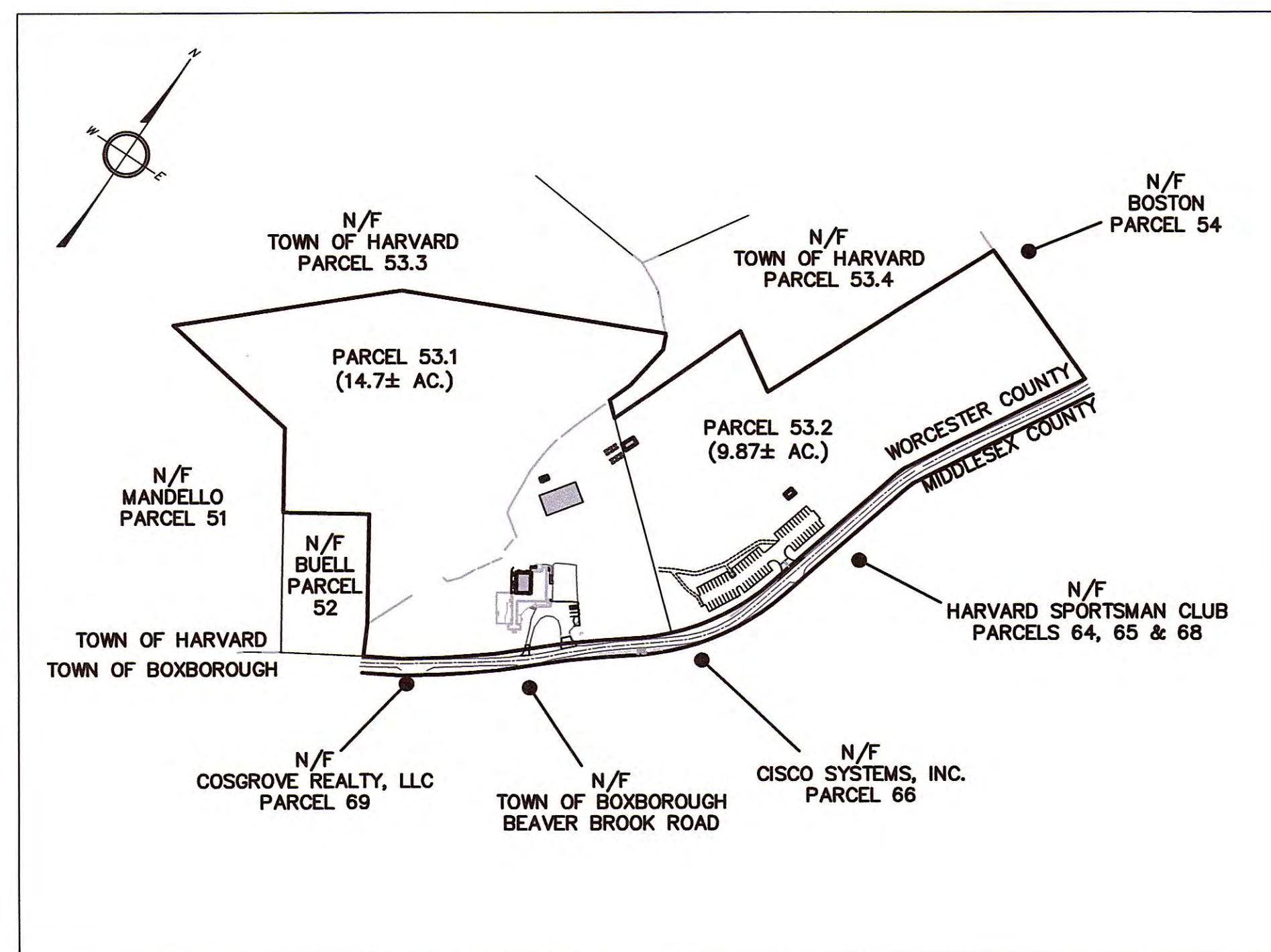
VICINITY MAP
 SCALE: 1" = 2,000'

GENERAL NOTES

- LOCATIONS OF EXISTING UNDERGROUND UTILITIES/OBSTRUCTIONS/SYSTEMS SHOWN HEREON ARE APPROXIMATE ONLY. ALL UTILITIES/OBSTRUCTIONS/SYSTEMS MAY NOT BE SHOWN. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL UNDERGROUND UTILITIES/OBSTRUCTIONS/SYSTEMS, WHETHER OR NOT SHOWN HEREON.
- UNLESS OTHERWISE SHOWN, ALL NEW UTILITIES SHALL BE UNDERGROUND.
- BURIED UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THEIR RESPECTIVE COMPANY SPECIFICATIONS.
- CONSTRUCTION LAYOUT OF BUILDING AND SITE IMPROVEMENTS SHALL BE PERFORMED BY A LICENSED PROFESSIONAL LAND SURVEYOR. LOCATIONS OF EXISTING FEATURES OR PROPOSED IMPROVEMENTS DERIVED BY SCALING DRAWINGS MAY NOT BE ACCURATE. PROPERTY LINES SHOWN HEREON ARE APPROXIMATE. SEE PLAN REFERENCE HEREON.
- SAFETY MEASURES, CONSTRUCTION METHODS, AND CONTROL OF WORK SHALL BE RESPONSIBILITY OF CONTRACTOR.
- CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR AND/OR REPLACEMENT OF ANY EXISTING UTILITY OR STRUCTURE DAMAGED DURING CONSTRUCTION THAT ARE NOT DESIGNATED FOR DEMOLITION AND/OR REMOVAL HEREON. DAMAGED UTILITY OR STRUCTURE SHALL BE REPAIRED TO THE SATISFACTION OF THEIR RESPECTIVE OWNERS.
- ANY INTENDED REVISION OF THE HORIZONTAL AND/OR VERTICAL LOCATION OF IMPROVEMENTS TO BE CONSTRUCTED AS SHOWN HEREON SHALL BE REVIEWED AND APPROVED BY ENGINEER PRIOR TO IMPLEMENTATION.
- CONTRACTOR SHALL NOTIFY ENGINEER UPON COMMENCEMENT OF CONSTRUCTION IN ORDER TO ENSURE THAT REQUIRED INSPECTIONS ARE PERFORMED IN A TIMELY AND EFFICIENT MANNER.
- CONTRACTOR SHALL PROMPTLY NOTIFY ENGINEER UPON DISCOVERY OF ANY UNFORESEEN SURFACE OR SUBSURFACE CONDITIONS THAT MAY IMPACT SITE CONSTRUCTION.
- FINISH RIM ELEVATIONS SHOULD MATCH PAVEMENT, GRADING OR LANDSCAPING, UNLESS SPECIFICALLY INDICATED OTHERWISE.
- WHERE EXISTING UTILITY LINES/STRUCTURES ARE TO BE CUT/BROKEN DOWN/ABANDONED, LINES/STRUCTURES SHALL BE PLUGGED/CAPPED/FILLED IN ACCORDANCE WITH UTILITY OWNER REQUIREMENTS.
- EROSION CONTROL MEASURES, SUCH AS SILT FENCE OR HAY BALES AS MAY BE SHOWN HEREON, SHALL BE INSTALLED BEFORE EARTH DISTURBANCE OCCURS WITHIN BUFFER ZONE, AND SHALL SERVE AS THE LIMIT OF WORK.
- WHERE THE WORD "INSTALL" IS USED HEREIN, IT IS INTENDED TO DIRECT CONTRACTOR TO "FURNISH, INSTALL, AND PLACE IN OPERATION" THE COMPONENT REFERRED TO.
- LIMITS OF WORK SHALL BE STAKED IN THE FIELD PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL STORM DRAIN PIPE TO BE SMOOTH INTERIOR HDPE PIPE, 2.0 PSI GASKETED JOINT, UNLESS OTHERWISE NOTED.
- WHERE SHOWN, CONSTRUCTION NOTES ARE INTENDED TO SUMMARIZE AND CLARIFY MAJOR ITEMS OF WORK. THESE NOTES SHOULD NOT BE CONSTRUED AS AN EXHAUSTIVE LISTING OF ALL WORK REQUIRED. CONTRACTOR SHOULD CONTACT ENGINEER WHEN FURTHER CLARIFICATION OF DEPICTED WORK IS DESIRED.
- CONSTRUCTION OF FIRE AND DOMESTIC WATER SUPPLY IMPROVEMENTS SHALL CONFORM TO TOWN OF HARVARD REQUIREMENTS.
- WHERE DIMENSIONS INVOLVE CURB, DIMENSIONS ARE TO FACE OF CURB. WHERE SLOPED GRANITE CURB OR CAPE COD BERM SPECIFIED, FACE OF CURB IS EDGE OF FINISH PAVEMENT AT TOE OF CURB.
- NO DEBRIS, JUNK, RUBBISH OR OTHER NON-BIODEGRADABLE MATERIALS, FILL CONTAINING HAZARDOUS MATERIALS OR WASTES, OR STUMPS SHALL BE BURIED ON ANY LAND ON THIS SITE, OR LEFT ON ANY LOT OR ON THE STREET RIGHT OF WAY.

REGULATORY NOTES

- CONTRACTOR SHALL CONTACT DIG-SAFE FOR UNDERGROUND UTILITY MARKING AT 888.344.7233 AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF ANY WORK. CONTRACTOR SHALL GIVE TWENTY-FOUR (24)-HOUR NOTICE TO PERTINENT TOWN DEPARTMENTS BEFORE COMMENCING ANY WORK IN THE FIELD.
- CONTRACTOR SHALL COORDINATE AND OBTAIN ALL CONSTRUCTION PERMITS REQUIRED BY REGULATORY AUTHORITIES.
- CONTRACTOR SHALL BE AWARE OF ALL CONSTRUCTION REQUIREMENTS, CONDITIONS, AND LIMITATIONS IMPOSED BY PERMITS AND APPROVALS ISSUED BY REGULATORY AUTHORITIES PRIOR TO COMMENCEMENT OF ANY WORK.
- ALL WORK OUTSIDE OF BUILDING THAT IS LESS THAN 10 FEET FROM THE INSIDE FACE OF BUILDING FOUNDATION SHALL CONFORM WITH THE UNIFORM STATE PLUMBING CODE OF MASSACHUSETTS, 248 CMR 2.00.
- GENERAL COMPLIANCE WITH 28 CFR PART 36 - 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN AND 521 CMR PART C, EXTERIOR OF THE MASSACHUSETTS ARCHITECTURAL ACCESS BOARD REGULATIONS IS INTENDED. CONTRACTOR SHALL VERIFY COMPLIANCE DURING CONSTRUCTION AND SHALL NOTIFY THE OWNER OF ANY NON-COMPLIANCE ISSUES AS SOON AS DISCOVERED.



PLOT PLAN
 SCALE: 1" = 300'

ZONING

Parameter	Section [1]	Requirement	Remarks
Zoning District	125-21	AR	Agriculture & Single Family Residence
Overlay Districts	125-27		Wireless Communications
Proposed Use	125-3.D	SP from ZBA	Existing non-conforming uses & building (See Plan Reference #1)
Lot Area	125-29.B(1)	1.5 acres	24.57 acres total
Frontage	125-29.B(3)	180 FT	1,862.1 FT along Littleton County Road
Yard			
	Front 125-30.E(4)	125 FT	71'±
	Side 125-30.E(3)	60 FT	326'±
	Rear 125-30.E(3)	60 FT	62'±
Open Space	125-39.C(1)	20' buffer strip (lot perimeter)	Provided
	125-39.C(2)	50% of lot area	Provided
Floor Area Ratio	125-30.B	10% land area of lot	Or 8,000 sf GFA, whichever is greater; Provided
Building Height	125-30.C	<35 FT and <3 stories	Provided
Site Plans	125-38.A(4)		Site Plan review and approval by Planning Board for commercial uses
Parking	125-39.A		Quantity not regulated 20 FT green strip for every 160 FT of parking or 10 FT green strip for every 80 FT of parking 24 FT aisle width 9' X 19' parking space

NOTES:
 [1] Reference to section of Zoning Bylaw, where applicable.

ABBREVIATIONS:
 SF=square feet; CF=cubic feet; FT=feet; GFA=gross floor area; GPD=gallons per day; AC=acres; A=Aquifer Overlay District; WR=Water Resource Overlay District; ZBA=Zoning Board of Appeals.

PARKING COMPUTATIONS

USE	FORMULA	VARIABLE	REQUIRED SPACES	PROPOSED SPACES
Functions	None			60*
*Includes 2 ADA accessible parking				

NOTES:
 1. See Zoning Bylaw section 125-39.A.

COVERAGE COMPUTATIONS

PARAMETER	AREA (ACRES)	AREA (SQUARE FEET)	FRACTION OF TOTAL LOT AREA (%)
EXISTING CONDITION			
Lot Area	24.57	1,070,269	100%
Building Footprint	0.12	5,212	0.5%
Other Impervious Area	0.29	12,594	1.2%
Total Impervious Coverage	0.41	17,806	1.7%
DEVELOPED CONDITION			
Lot Area	24.57	1,070,269	100%
Building Footprint	0.27	11,788	1.1%
Other Impervious Area	0.63	27,498	2.6%
Total Impervious Coverage	0.90	39,286	3.7%
NET CHANGE in Total Impervious Coverage	+0.49	+21,480	+2.0%

SHEET INDEX

- TITLE SHEET
- EXISTING CONDITIONS
- EROSION & SEDIMENT CONTROL
- LANDSCAPE & SITE LAYOUT
- GRADING, DRAINAGE, & UTILITIES
- CONSTRUCTION DETAILS
- CONSTRUCTION DETAILS

ASSESSORS REFERENCE

ASSESSORS MAP 14, BLOCK 53, PARCELS 1 & 2
 24.57± ACRES
 OWNER PER ASSESSOR RECORD:
 247 LITTLETON COUNTY ROAD LLC
 1 BOLTON ROAD
 HARVARD, MA 01451

PLAN REFERENCES

- "ZBA SPECIAL PERMIT PLAN - SITE PLAN 247 LITTLETON COUNTY ROAD," PREPARED BY GOLDSMITH, PREST & RINGWALL, INC. DATED MARCH 2022. SPECIAL PERMIT GRANTED BY TOWN OF HARVARD ZONING BOARD OF APPEALS ON JUNE 16, 2022. RECORDED AT WORCESTER SOUTH DISTRICT REGISTRY OF DEEDS ON SEPTEMBER 21, 2022. BK 68247 PG 318. DOCUMENT NO. 103841.
- "FERENCE CATERING - HARVARD, MA," PREPARED BY BECHTEL FRANK ERICKSON ARCHITECTS, INC. ISSUED FOR BID ON DECEMBER 9, 2022.

EXISTING CONDITIONS NOTES

- EXISTING CONDITION INFORMATION BASED ON AN ON-THE-GROUND TOPOGRAPHIC AND BOUNDARY SURVEY PERFORMED BY GOLDSMITH, PREST & RINGWALL, INC. DATED JANUARY 2022.

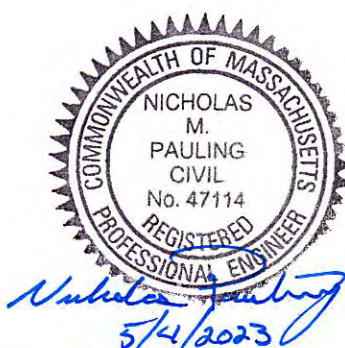
APPROVED BY THE TOWN OF HARVARD PLANNING BOARD

CHAIR _____
 APPLICATION FILED _____
 HEARING DATE _____
 PLAN APPROVED _____

DRAWING ISSUED FOR:

- CONCEPT CONSTRUCTION
 PERMIT CONSTRUCTION RECORD

THIS DRAWING MAY NOT SHOW CONSTRUCTION DETAILS AND SPECIFICATIONS FOR ALL PROPOSED IMPROVEMENTS, AND MAY NOT IDENTIFY ALL CONSTRUCTION WORK ITEMS/AREAS OF CONTRACTOR JURISDICTION.



PER 250 CMR 5.03(13), THE FOLLOWING ARE EXCLUDED FROM THE PROFESSIONAL ENGINEER'S RESPONSIBILITY: ALL BOUNDARY INFORMATION; LOCATION OF EXISTING STRUCTURES, TREES, UTILITIES, TOPOGRAPHY OR SIMILAR FEATURES; DESIGN OF RETAINING WALLS, PROPRIETARY EQUIPMENT. SEE EXISTING CONDITION NOTES.

NO.	DATE	BY	APP.	REVISION DESCRIPTION

GPR Engineering Solutions for Land & Structures

GOLDSMITH, PREST & RINGWALL, INC.
 39 MAIN STREET, SUITE 301, AYER, MA 01432
 CIVIL ENGINEERING • LAND SURVEYING • LAND PLANNING
 VOICE: 978.772.1590 FAX: 978.772.1591
 www.gpr-inc.com

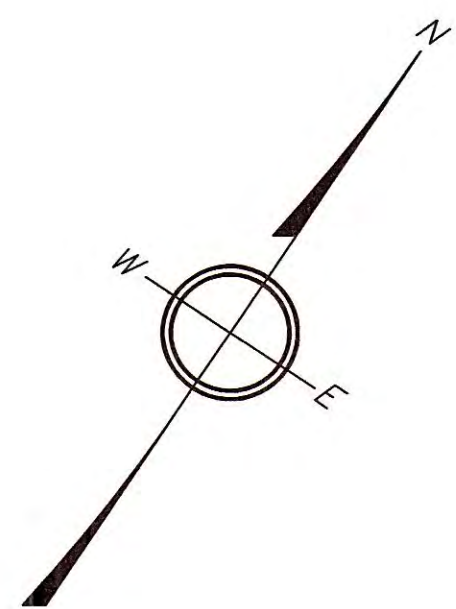
COMMERCIAL DEVELOPMENT
 SITE PLAN REVIEW APPLICATION

TITLE SHEET

247 LITTLETON COUNTY ROAD
 HARVARD, MA

PREPARED FOR:
 WILLIAM FERENCE
 40 MASS. AVE.
 HARVARD, MA

DES. BY: DJG DATE: MAY 2023 JOB 211137 1 OF 6
 CHK. BY: NMP



LEGEND

- EXISTING**
- ELEVATION CONTOUR
 - SPOT GRADE
 - PROPERTY LINE
 - WETLAND DELINEATION
 - WETLAND BUFFER ZONE
 - SHORELINE
 - 100-YEAR FLOODPLAIN LIMIT
 - TREE LINE / EDGE OF VEGETATION
 - EDGE OF PAVEMENT
 - CAPE COD BERM CURBING
 - GRANITE CURBING
 - GRAVEL/DIRT ROAD
 - STOCKADE FENCE
 - STONE WALL
 - WATER MAIN
 - WATER SERVICE
 - FIRE SERVICE
 - WATER VALVE
 - FIRE HYDRANT
 - FORCE MAIN
 - GRAVITY SEWER LINE
 - SEWER MANHOLE
 - GAS LINE
 - GAS SERVICE
 - GAS VALVE
 - BURIED POWER LINE
 - OVERHEAD POWER LINE
 - UTILITY POLE
 - GUY WIRE
 - ELECTRIC BOX
 - STORM DRAIN
 - UNDERDRAIN
 - ROOF DRAIN
 - FOUNDATION DRAIN
 - CATCH BASIN
 - DRAIN MANHOLE
 - SILT FENCE BARRIER
 - STRAW WATTLES
 - DEEP SOIL OBSERVATION HOLE
 - SITE LUMINAIRE
 - SIGN
 - SURFACE RUNOFF DIRECTION
 - STONE BOUND
 - DRILL HOLE
 - IRON ROD

ABBREVIATIONS

- | | | | |
|------|-------------|------|---------------------------|
| EL | ELEVATION | HDPE | HIGH DENSITY POLYETHYLENE |
| INV | INVERT | PVC | POLYVINYL CHLORIDE |
| SF | SQUARE FEET | RCP | REINFORCED CONCRETE PIPE |
| AC | ACRES | N/F | NOW OR FORMERLY |
| FT | FEET | VP | VERNAL POOL |
| R | RADIUS | WF | WETLAND FLAG |
| DIA | DIAMETER | TW | TOP OF WALL |
| BIT | BITUMINOUS | BW | BOTTOM OF WALL |
| CONC | CONCRETE | FG | FINISH GRADE |
| L | LENGTH | BSMT | BASEMENT |
| S | SLOPE | FF | FINISH FLOOR |

DRAWING ISSUED FOR:

- CONCEPT CONSTRUCTION
 PERMIT CONSTRUCTION RECORD

THIS DRAWING MAY NOT SHOW CONSTRUCTION DETAILS AND SPECIFICATIONS FOR ALL PROPOSED IMPROVEMENTS, AND MAY NOT IDENTIFY ALL CONSTRUCTION WORK ITEMS/AREAS OF CONTRACTOR JURISDICTION.

PER 250 CMR 5.03(13), THE FOLLOWING ARE EXCLUDED FROM THE PROFESSIONAL ENGINEER'S RESPONSIBILITY: ALL BOUNDARY INFORMATION; LOCATION OF EXISTING STRUCTURES; TREES, UTILITIES; TOPOGRAPHY OR SIMILAR FEATURES; DESIGN OF RETAINING WALLS, PROPRIETARY EQUIPMENT. SEE EXISTING CONDITION NOTES.

NO.	DATE	BY	APP.	REVISION DESCRIPTION



GOLDSMITH, PREST & RINGWALL, INC.
 39 MAIN STREET, SUITE 301, AYER, MA 01432
 CIVIL ENGINEERING + LAND SURVEYING + LAND PLANNING
 VOICE: 978.772.1690 FAX: 978.772.1691
 www.gpr-inc.com

COMMERCIAL DEVELOPMENT SITE PLAN REVIEW APPLICATION

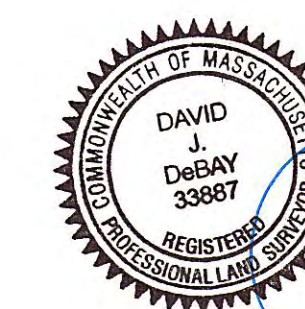
EXISTING CONDITIONS

**247 LITTLETON COUNTY ROAD
 HARVARD, MA**

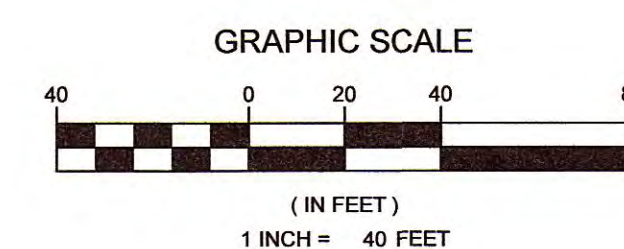
PREPARED FOR:
 WILLIAM FERENCE
 40 MASS. AVE.
 HARVARD, MA

DES. BY: DJG	DATE: APRIL 2023	JOB 211137	2 OF 6
CHK. BY: NMP			

SURVEY NOTES:
 1. SEE TITLE SHEET FOR NOTES AND REFERENCES.

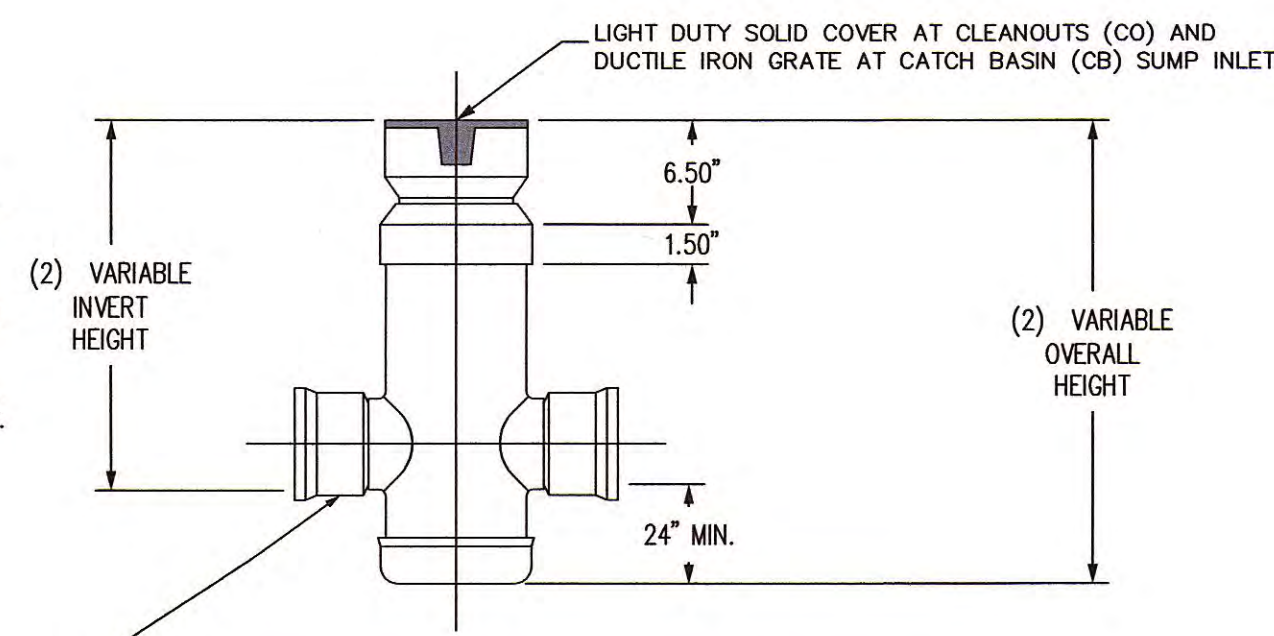


[Signature]
 5/3/2023
 PROFESSIONAL LAND SURVEYOR



LCB NOTES:

- SOLID COVER SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
- CUSTOM DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS. RISERS ARE NEEDED FOR BASINS OVER 84" DUE TO SHIPPING RESTRICTIONS. SEE DRAWING NO. 7001-110-065
- DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS & HANCOR DUAL WALL) & SDR 35 PVC
- STANDARD DRAIN BASIN HAS FIXED ADAPTER LOCATIONS OF 0° & 180°. CUSTOM DRAIN BASIN ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 360°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012.
- DIMENSIONS ARE FOR REFERENCE ONLY ACTUAL DIMENSIONS MAY VARY.

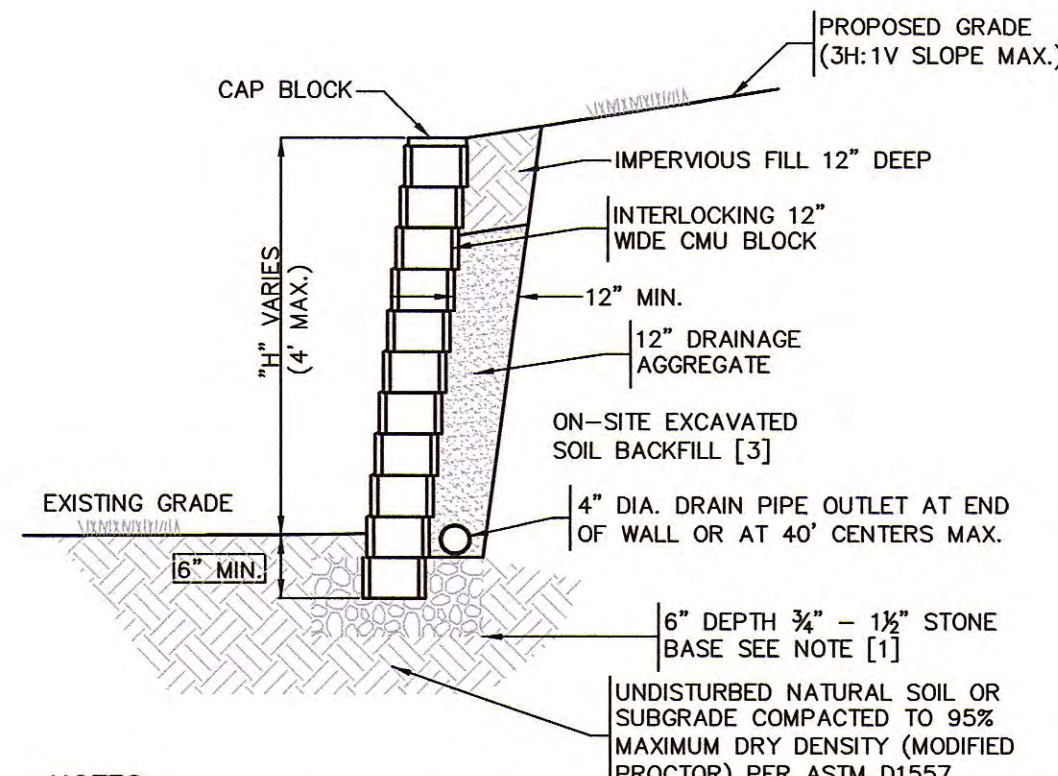


(3,4) VARIOUS TYPES OF INLET & OUTLET ADAPTERS AVAILABLE:
 4" - 8" FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL, ADS/HANCOR SINGLE WALL), PVC SEWER (EX: SDR 35), PVC DWV (EX: SCH 40), PVC C900/C905, CORRUGATED & RIBBED PVC

Nyloplast
 3130 VERONA AVE
 BUFORD, GA 30518
 PHN (770) 932-2443
 FAX (770) 932-2490
 www.nyloplast-us.com

"LCB" LANDSCAPE CATCH BASINS (OR EQUAL)

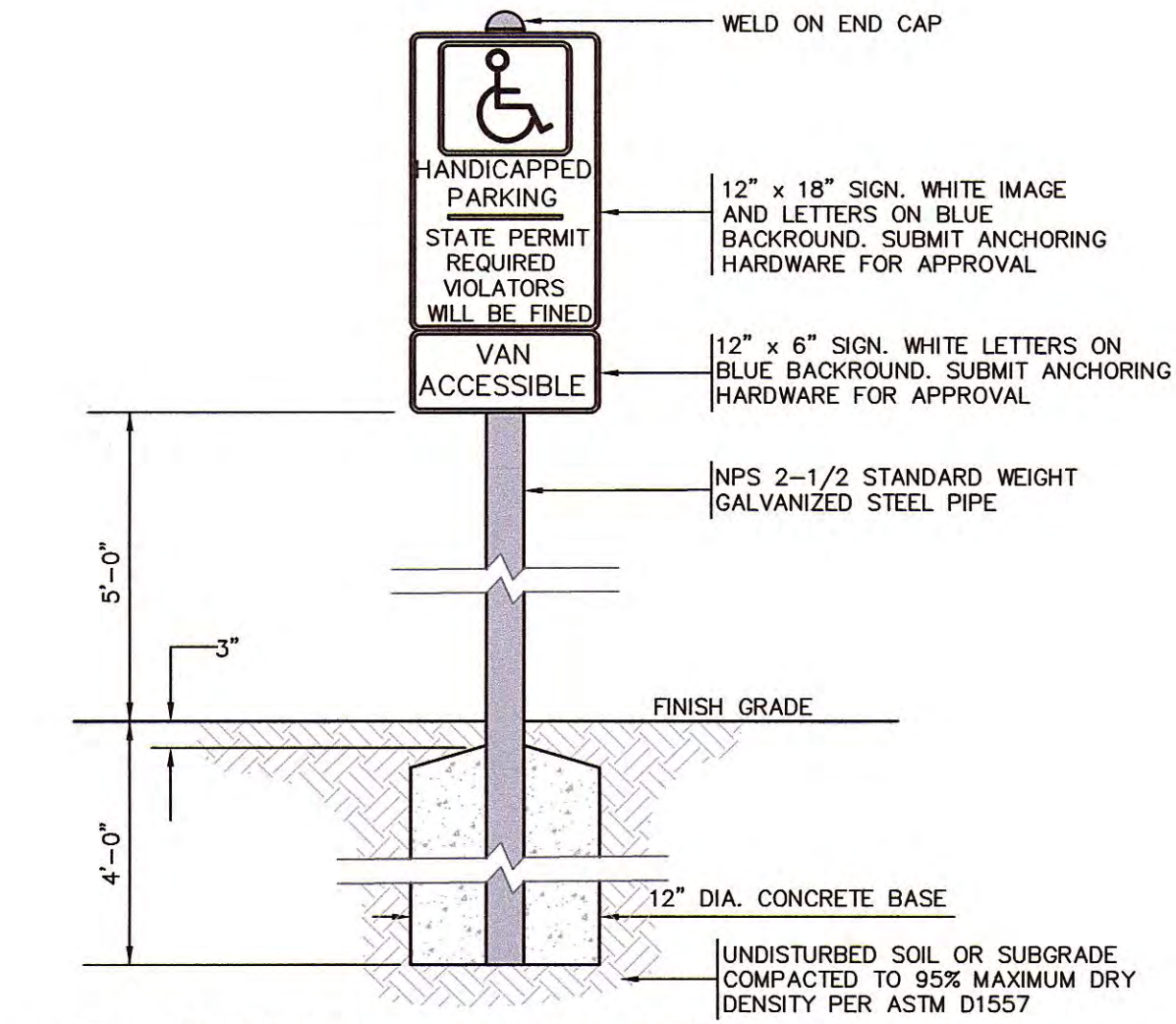
NOT TO SCALE



- NOTES**
- REMOVE ORGANIC MATERIAL TO A MAX. DEPTH OF 2 FEET AND REPLACE WITH 3/4" TO 1 1/2" STONE BASE.
 - CONSTRUCT INTERLOCKING CMU BLOCK WALL IN ACCORDANCE W/ MFG. RECOMMENDATIONS.
 - PLACE FILL BEHIND WALL IN MAX. 8" LIFTS AND COMPACT TO 95% OF MAXIMUM DRY DENSITY.
 - DESIGN ENGINEER SHALL OBSERVE SOILS IN BASE EXCAVATION FOR SUITABILITY OF USE PRIOR TO CONSTRUCTION OF RETAINING WALL.

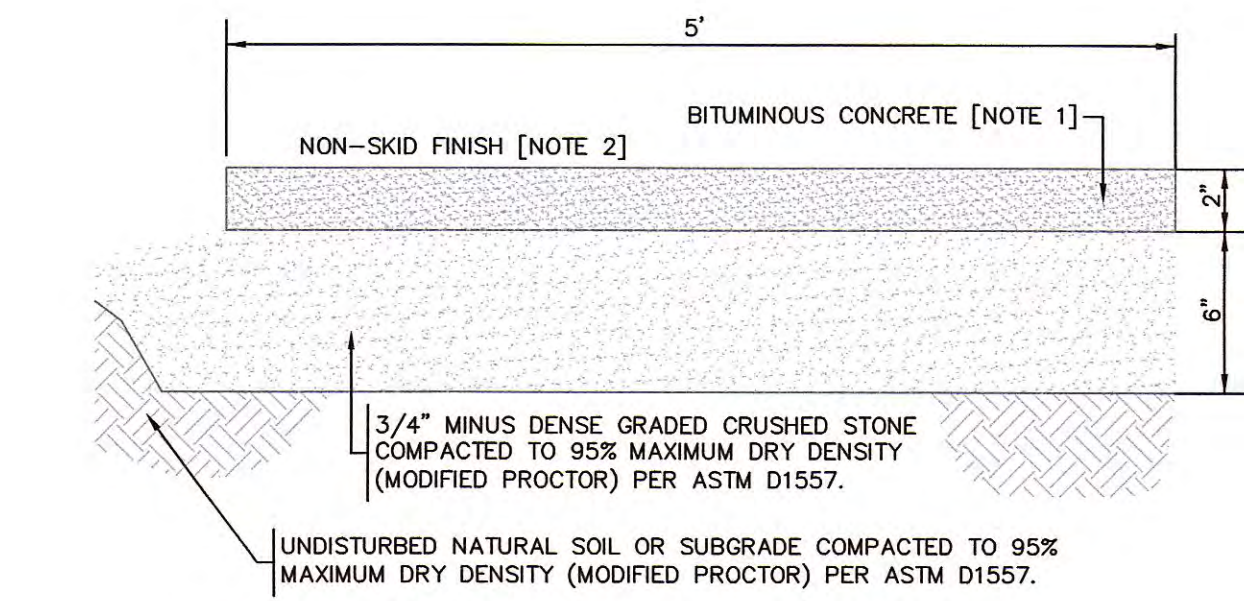
LANDSCAPE RETAINING WALL

TYPICAL CROSS SECTION
 NOT TO SCALE



HANDICAP PARKING SIGN

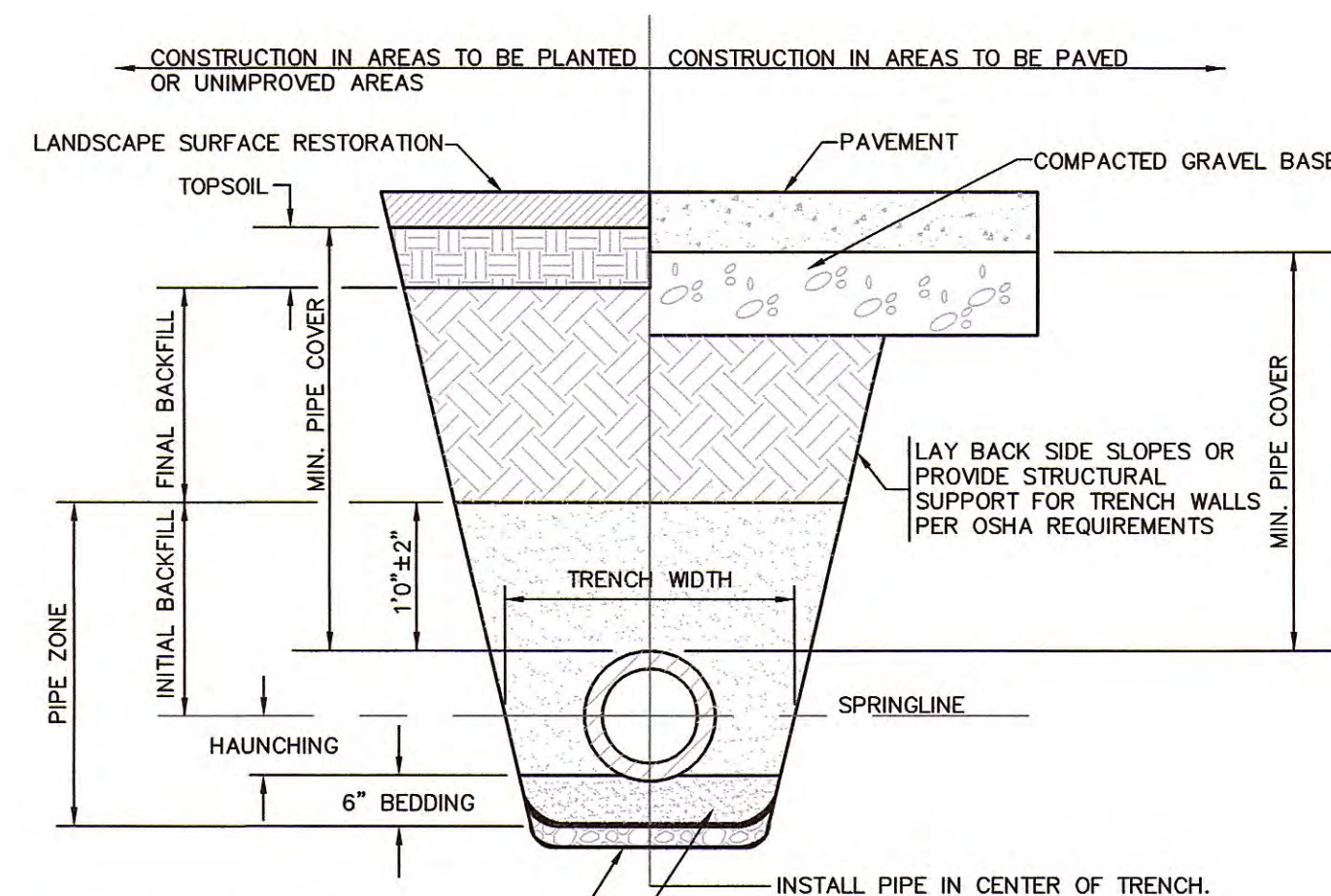
NOT TO SCALE



- NOTES:**
- MHD M3.11.03 CLASS 1, TYPE I-1 BITUMINOUS CONCRETE. 1/2" MAXIMUM AGGREGATE OR PARTICLE SIZE. COMPACT TO TEST AVERAGE OF 95% NO TEST LOWER THAN 93%.
 - SLOPE 5% MAXIMUM.

BITUMINOUS CONCRETE WALK

TYPICAL CROSS SECTION
 NOT TO SCALE



FOUNDATION STABILIZATION WHEN REQUIRED BY ENGINEER, OTHERWISE, PLACE BEDDING ON UNDISTURBED NATURAL SOIL.

SHAPE BEDDING BY HAND TO FIT BOTTOM OF PIPE. INSTALL PIPE ON STABLE BEDDING WITH UNIFORM BEARING UNDER FULL LENGTH OF PIPE BARREL.

MATERIAL KEY NOTES (SEE TABLE BELOW):

- PLACE 2" MINUS CRUSHED STONE.
- PLACE 1/2" MINUS SAND BORROW (MHD M1.04.1), AT OPTIMUM MOISTURE IN HORIZONTAL 8" DEEP LOOSE LAYERS, COMPACT TO 95% PER ASTM D-1557 MODIFIED PROCTOR METHOD.
- IN PLANTED OR UNIMPROVED AREAS, USE 2-INCH MINUS ON-SITE EXCAVATED MATERIAL. COMPACT TO 80% PER ASTM D-1557. IN PAVED AREAS, OBTAIN ENGINEER APPROVAL OF 2-INCH MINUS ON-SITE EXCAVATED MATERIALS.

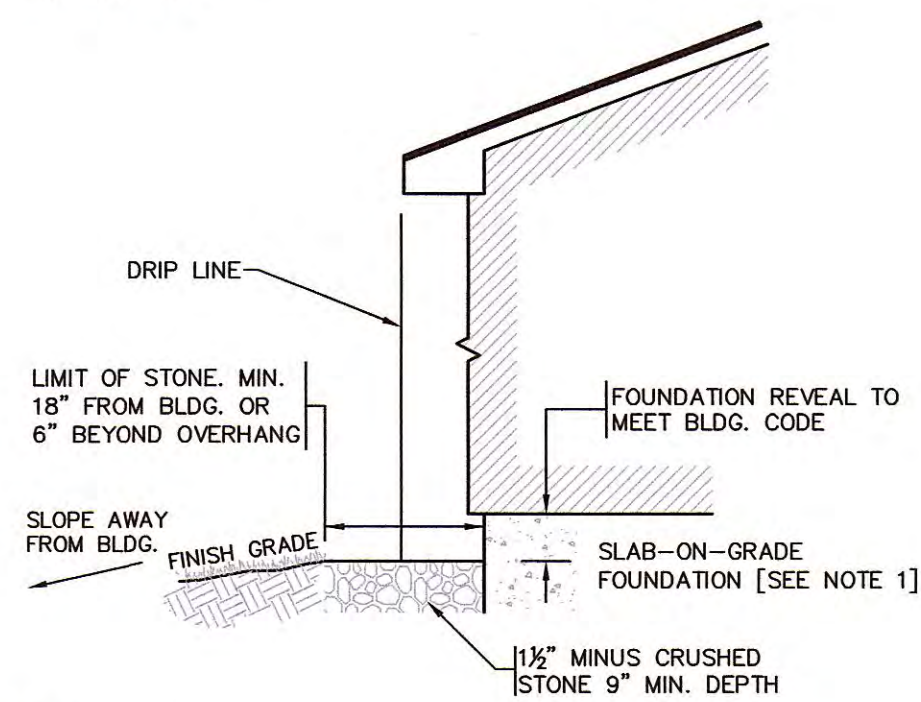
FOUNDATION, BEDDING AND BACKFILL MATERIALS		
PIPE MATERIAL	HDP, PVC	RC, DI
FOUNDATION STABILIZATION	[NOTE 1]	[NOTE 1]
BEDDING	[NOTE 2]	[NOTE 2]
HAUNCHING	[NOTE 2]	[NOTE 2]
INITIAL BACKFILL	[NOTE 2]	[NOTE 2]
FINAL BACKFILL	[NOTE 3]	[NOTE 3]

MINIMUM PIPE COVER:

PIPE MATERIAL	HDPE, PVC	RC, DI
WATER	5' - 0"	5' - 0"
SEWER	4' - 0"	4' - 0"
DRAIN	2' - 0"	1' - 0"

PIPE TRENCH

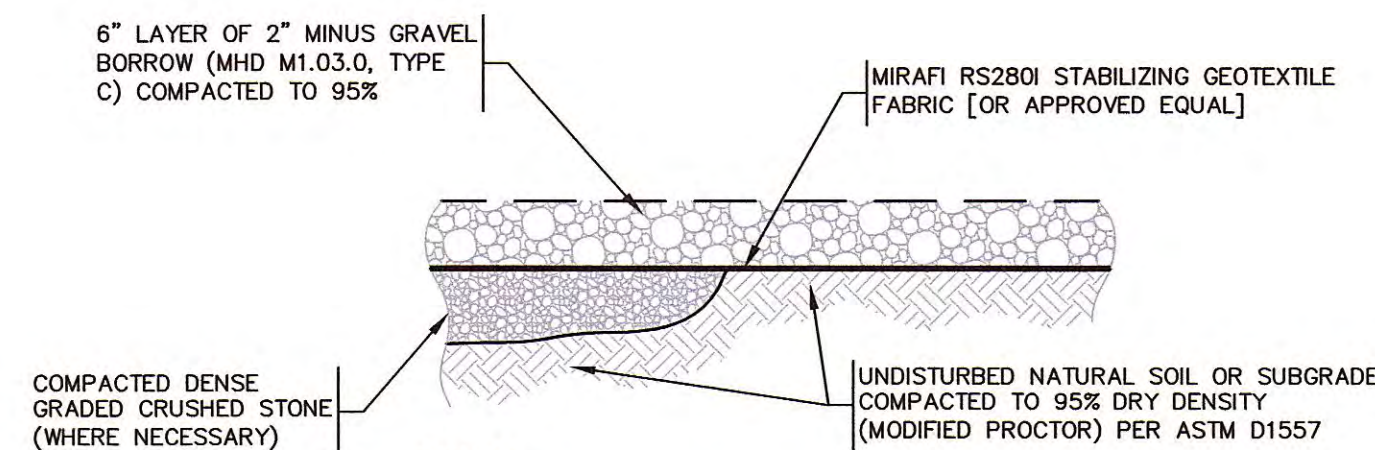
TYPICAL CROSS SECTION
 NOT TO SCALE



- NOTES:**
- DO NOT USE DRIP EDGE ADJACENT HABITABLE SPACES LOCATED BELOW GRADE (I.E. BASEMENT). IN SUCH CASES, CONSULT WITH ENGINEER REGARDING CUTTERS, FOUNDATION DRAINS, SUMP PUMPS, AND OTHER MEASURES TO LESSEN THE LIKELIHOOD OF INTERIOR FLOODING.

DRIP EDGE

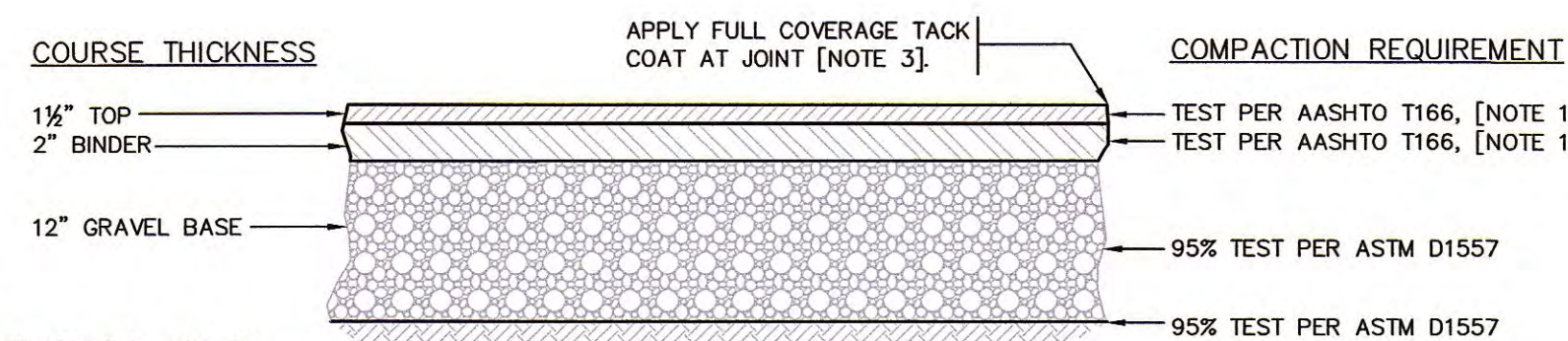
TYPICAL CROSS SECTION
 NOT TO SCALE



- NOTES:**
- UNSATURABLE MATERIAL IN THE SUBGRADE SHALL BE REMOVED AND REPLACED WITH AN ACCEPTABLE SUBSTITUTE MATERIAL: 3/4" MINUS DENSE GRADED CRUSHED STONE.
 - FINAL GRAVEL DRIVEWAY STABILIZATION DESIGN TO BE CONFIRMED BY THE GEOTECHNICAL ENGINEER.

GRAVEL DRIVEWAY/PARKING

TYPICAL CROSS SECTION
 NOT TO SCALE



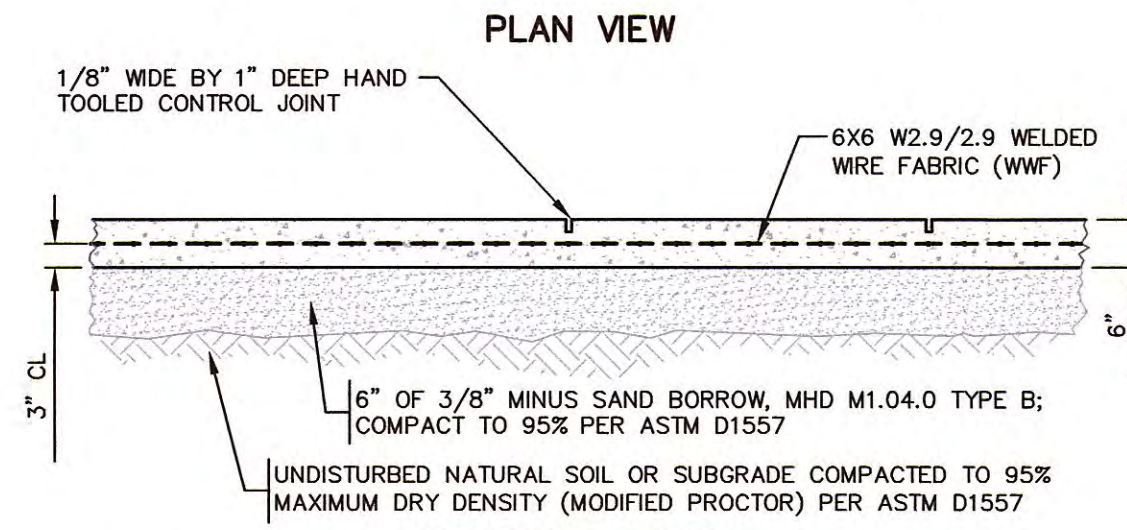
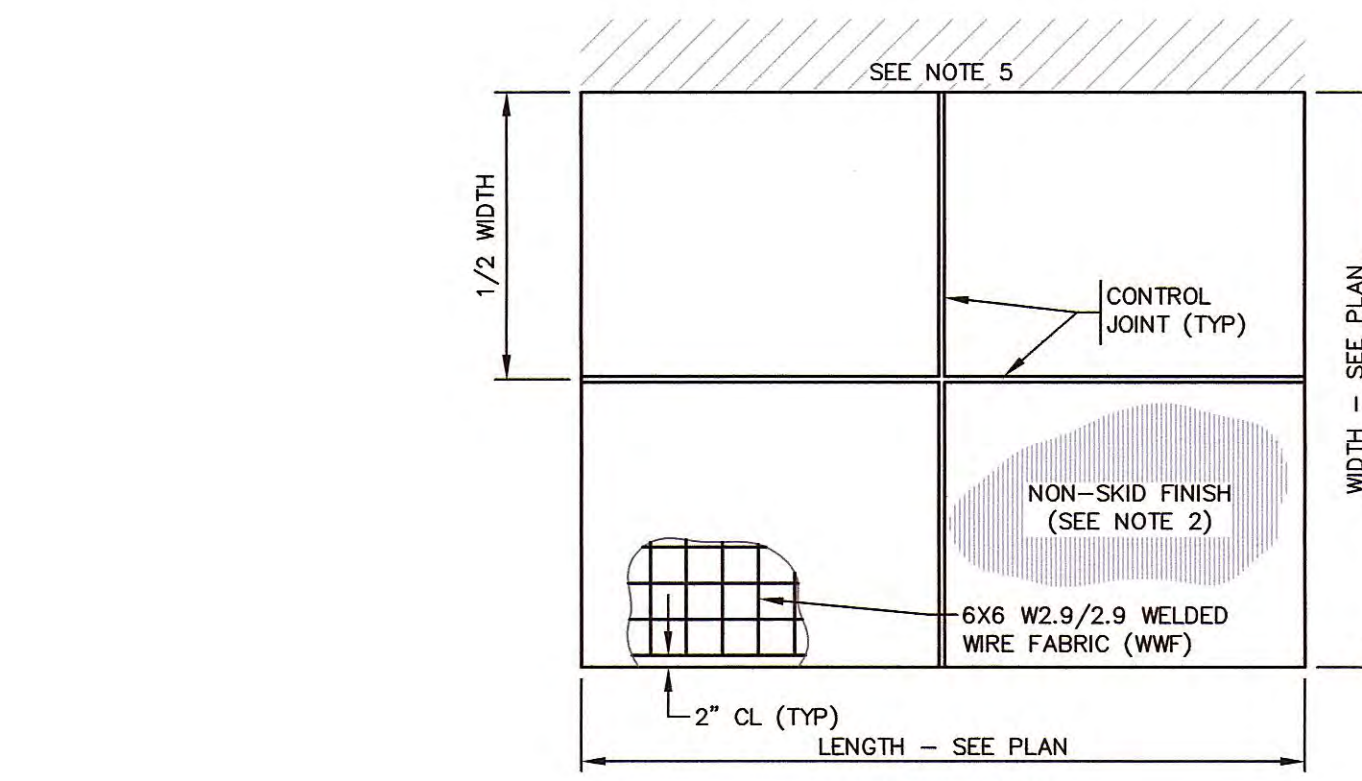
UNDISTURBED NATURAL SOIL OR SUBGRADE COMPACTED TO 95% DRY DENSITY (MODIFIED PROCTOR) PER ASTM D1557 (REMOVE UNSUITABLE MATERIAL, LOAM AND ORGANICS)

COURSE	MATERIAL	SPECIFICATION PER MASS HIGHWAY DEPARTMENT (MHD)	MAX AGG. SIZE (INCH)
TOP	BITUMINOUS CONCRETE	M3.11.03 CLASS I, TYPE I-1	1/2
BINDER	BITUMINOUS CONCRETE	M3.11.03 CLASS I, TYPE I-1	3/4
BASE	GRAVEL BORROW [2]	M1.03.0 TYPE B	3
UNSATURABLE SUBGRADE	ORDINARY BORROW	ON-SITE EXCAVATED MATERIAL	12

- NOTES:**
- COMPACT TO TEST AVERAGE OF 95% NO TEST LOWER THAN 93%.
 - ACCEPTABLE SUBSTITUTE MATERIAL: 3/4" MINUS DENSE GRADED CRUSHED STONE.
 - EXISTING PAVEMENT SHALL BE SAW CUT VERTICALLY AT FINAL JOINT LOCATIONS.

BITUMINOUS CONCRETE PAVEMENT

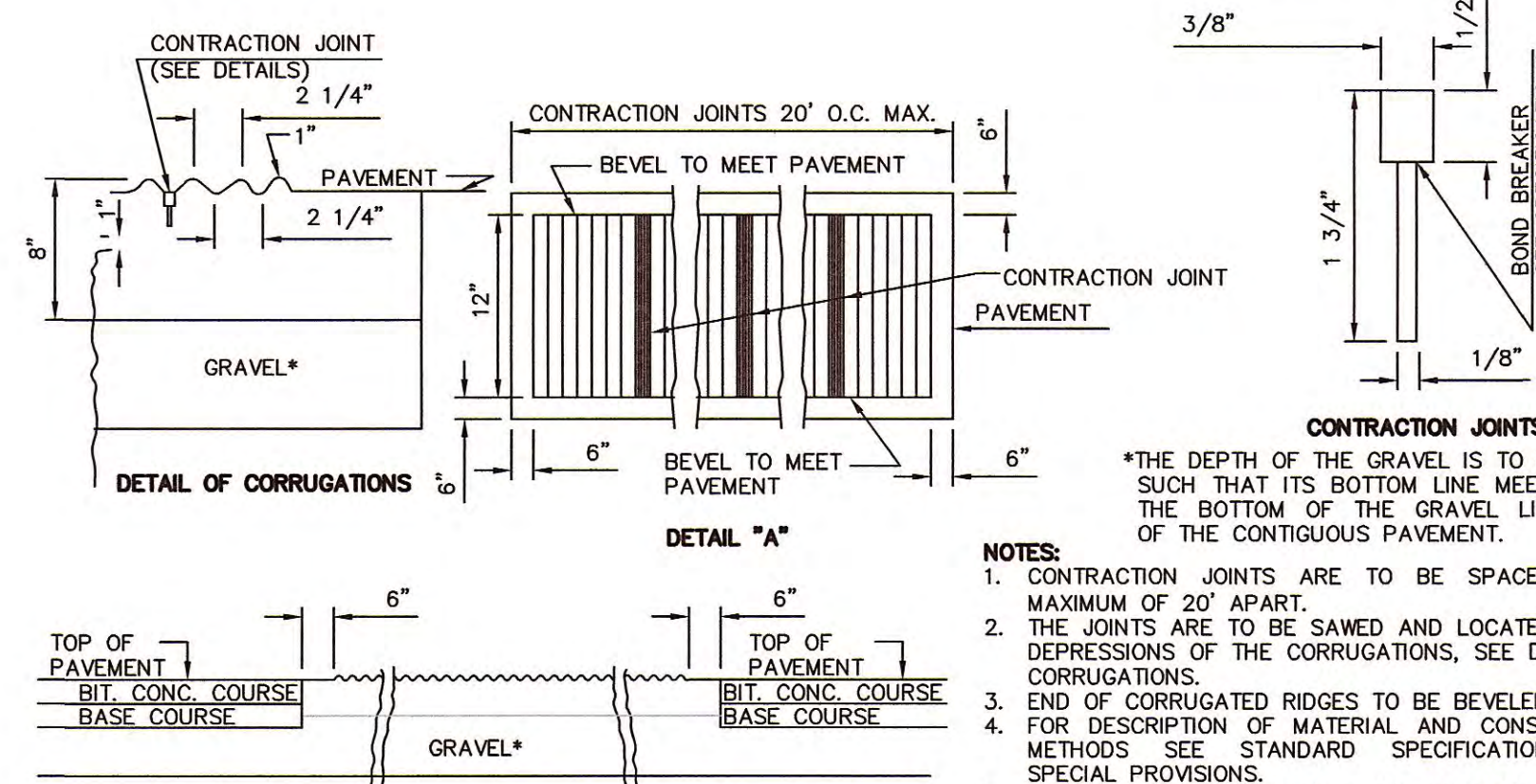
TYPICAL CROSS SECTION
 NOT TO SCALE



- NOTES:**
- CEMENT CONCRETE: 4000 PSI AT 28 DAYS W/ 3/8" MINUS MAXIMUM PARTICLE SIZE (MHD M4.02.00).
 - PROVIDE MEDIUM HAIR BROOM FINISH TO ALL EXPOSED SURFACES. USE ROUGH HAIR BROOM ON GRADES OVER 6%.
 - WHERE SLAB ABUTS FACE OF BUILDING, AN ISOLATION JOINT SHALL BE USED BETWEEN SLAB AND BUILDING.

CEMENT CONCRETE SLAB

NOT TO SCALE



- NOTES:**
- CONTRACTION JOINTS ARE TO BE SPACED AT A MAXIMUM OF 20' APART.
 - THE JOINTS ARE TO BE SAWED AND LOCATED IN THE DEPRESSIONS OF THE CORRUGATIONS, SEE DETAIL OF CORRUGATIONS.
 - END OF CORRUGATED RIDGES TO BE BEVELED.
 - FOR DESCRIPTION OF MATERIAL AND CONSTRUCTION METHODS SEE STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.
 - SCORED CEMENT CONCRETE TO BE 5000 psi. SEE MASSDOT SPECIFICATIONS FOR DESIGN REQUIREMENTS.
 - THOUGH FLUSH WITH OR ABOVE ADJACENT PAVEMENT FOR DRAINAGE.

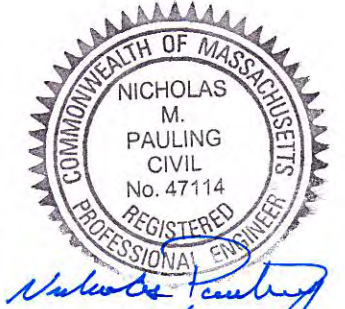
SCORED CEMENT CONCRETE PAVEMENT

NOT TO SCALE

DRAWING ISSUED FOR:

- CONCEPT CONSTRUCTION
 PERMIT CONSTRUCTION RECORD

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NO.	DATE	BY	APP.	REVISION DESCRIPTION

GPR Engineering Solutions
 for Land & Structures

GOLDSMITH, PREST & RINGWALL, INC.
 39 MAIN STREET, SUITE 301, AYER, MA 01432
 CIVIL ENGINEERING • LAND SURVEYING • LAND PLANNING
 VOICE: 978.772.1590 FAX: 978.772.1591
 www.gpr-inc.com

**COMMERCIAL DEVELOPMENT
 SITE PLAN REVIEW APPLICATION
 CONSTRUCTION DETAILS**

**247 LITTLETON COUNTY ROAD
 HARVARD, MA**

PREPARED FOR:
 WILLIAM FERENCZ
 40 MASS. AVE.
 HARVARD, MA

DES. BY: DJG	DATE: MAY 2023	JOB 211137	6 OF 6
CHK. BY: NMP			

**HARVARD CONSERVATION COMMISSION
MINUTES OF MEETING
MAY 4, 2023**

Chair Don Ritchie called the meeting to order at 7:00pm, virtually, pursuant to Chapter 2 of the Acts of 2023, An Act Relative to Extending Certain COVID-19 Measures Adopted during the State of Emergency, and signed into law on March 29, 2023, under MGL Chapter 131 §40 Wetland Protection Act and Code of the Town of Harvard Chapter 119 Wetland Protection Bylaw

Members Present: Don Ritchie, Eve Wittenberg, Jaye Waldron, Joanne Ward, Jim Burns (arrived 7:13pm) and Mark Shaw

Others Present: Liz Allard (Conservation Agent), Todd Helwig (Mirick O’Connell), Bruce Ringwall (GRP, Inc.) and Grant MacLean (Chestnut Tree & Landscape)

Review Parks & Recreation Commission Request to withdraw water from pond on Ann Lees field

Mark Shaw made a motion to allow the Parks & Recreation to pump water out of the pond on the Ann Lees land to water an area of grass between the bases and the outfield for one-hour up to four times a week until July 10, 2023. Eve Wittenberg made a friendly amendment, that was accepted by Mark Shaw, to cease watering in the event of a Level 2 or great drought advisory be issued by the State. Jaye Waldron seconded the motion. The vote was unanimously in favor of the motion by a roll call, Jim Burns, aye; Mark Shaw, aye; Jaye Waldron, aye; Joanne Ward, aye; and Eve Wittenberg, aye.

Update on Enforcement Order – 320 Ayer Road

With the Commission’s receipt of the assessments from the Licensed Site Professional and a Professional Wetland Scientist a site walk was scheduled for Monday May 15th at 5:15pm.

Schedule Site Visit for Unauthorized Trail on Rodriguez Land (Map 13 Parcels 3.2 & 4)

This visit was scheduled for Monday May 15th at 6:00pm.

Draft Impact Report (DEIR) for Proposed Research/Industrial Park at 1414 Massachusetts Avenue, Boxborough

Joanne Ward provided an overview of the proposed project and the presentation made to the Boxborough Planning Board, which was a largely attended event. Ms. Ward has drafted a comment letter for submittal to the State as part of the Massachusetts Environmental Policy Act review process. Jaye Waldron made a motion to send the letter with any suggested amendments to MEPA. Eve Wittenberg seconded the motion. The vote was unanimously in favor of the motion by a roll call, Jim Burns, aye; Mark Shaw, aye; Jaye Waldron, aye; Joanne Ward, aye; and Eve Wittenberg, aye.

Pine Hill Village Status Update

Peter Cricones has submitted a request to the Zoning Board of Appeals for Certificates of Occupancy for the units within the Sunrise and Tucks Way neighborhoods. Liz Allard and Don Ritchie will review the site on Monday, May 8th for compliance with the Order of Conditions.

Continuation of a Notice of Intent Hearing – Maxwell Bridges, 43 Brown Road, Harvard#0323-03.

Opened at 7:26pm

Request to add washed sand at 111 Clinton Shore Drive

Mark Shaw made a motion to allow Garry Baer to add 2 -3 yards of washed sand to his beach a 111 Clinton Shore Drive to assist with erosion. Jim Burns seconded the motion. The vote was unanimously in favor of the motion by a roll call, Jim Burns, aye; Mark Shaw, aye; Jaye Waldron, aye; Joanne Ward, aye; and Eve Wittenberg, aye.

54 **Notice of Intent Hearing – Luciano Manganello, 175 Littleton County Road, Harvard#0423-01.** Open at
55 7:30pm

56
57 **Continuation of a Notice of Intent Hearing – Yvonne Chern, 203 Ayer Road, DEP#177-711,**
58 **Harvard#0322-01.** Opened at 8:18pm.

59
60 **Approve Minutes**

61 Jaye Waldron made a motion to approve the minutes of January 19, 2023 as amended. Jim Burns
62 seconded the motion. The vote was unanimously in favor of the motion by a roll call, Jim Burns, aye; Mark
63 Shaw, aye; Jaye Waldron, aye; Joanne Ward, aye; and Eve Wittenberg, aye.

64
65 **Approve Invoices**

66 Eve Wittenberg made a motion to approve the following invoices:

- 67 • Bare Hill Pond Homeowners Association, \$200.00
- 68 • Moore’s Lumber, \$70.13

69 Mark Shaw seconded the motion. The vote was unanimously in favor of the motion by a roll call, Jim
70 Burns, aye; Mark Shaw, aye; Jaye Waldron, aye; Joanne Ward, aye; and Eve Wittenberg, aye.

71
72 **Select Board Annual Appointment Recommendations – Janet Waldron, Jim Burns, Mark Shaw and John**
73 **Iacomini**

74 Don Ritchie made a motion to recommend to the Select Board the reappointment of Jaye Waldron to the
75 Commission for a three-year term. Eve Wittenberg seconded the motion. The vote was unanimously in
76 favor of the motion by a roll call, Jim Burns, aye; Mark Shaw, aye; Jaye Waldron, abstained; Joanne Ward,
77 aye; Eve Wittenberg, aye; and Don Ritchie, aye.

78
79 Don Ritchie made a motion to recommend to the Select Board the reappointment of Jim Burns to the
80 Commission for a three-year term. Joanne Ward seconded the motion. The vote was unanimously in
81 favor of the motion by a roll call, Jim Burns, abstained; Mark Shaw, aye; Jaye Waldron, aye; Joanne Ward,
82 aye; Eve Wittenberg, aye; and Don Ritchie, aye.

83
84 Don Ritchie made a motion to recommend to the Select Board the reappointment of Mark Shaw to the
85 Commission for a three-year term. Jim Burns seconded the motion. The vote was unanimously in favor of
86 the motion by a roll call, Jim Burns, aye; Mark Shaw, abstained; Jaye Waldron, abstained; Joanne Ward,
87 aye; Eve Wittenberg, aye; and Don Ritchie, aye.

88
89 **Adjournment**

90 Eve Wittenberg made a motion to adjourn the meeting at 8:31pm. Jaye Waldron seconded the motion.
91 The vote was unanimously in favor of the motion by a roll call, Jim Burns, aye; Mark Shaw, aye; Jaye
92 Waldron, aye; Joanne Ward, aye; Eve Wittenberg, aye; Paul Willard, aye and Don Ritchie, aye.

93
94 Respectfully submitted,

95
96
97 Liz Allard,
98 Conservation Agent

99
100 **EXHIBITS & OTHER DOCUMENTS**

- 101
- 102 • Conservation Commission Agenda, dated May 4, 2023
- 103 • Residential Development Notice of Intent (Enforcement Order) Site Plan 175 Littleton County
- 104 Road Harvard, MA prepared for Luciano Manganello, Job 181080, prepared by GPR, Inc, April
- 105 2023

**Harvard Conservation Commission
Continuation of a Notice of Intent Hearing Meeting Minutes
Maxwell Bridges, 43 Brown Road, Harvard#0323-03,
May 4, 2023**

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The public hearing was opened at 7:25pm by Chair Don Ritchie under MGL Chapter 131 §40 Wetland Protection Act and the Code of the Town of Harvard Chapter 119 Wetland Protection Bylaw virtually, pursuant to Chapter 2 of the Acts of 2023, An Act Relative to Extending Certain COVID-19 Measures Adopted during the State of Emergency, and signed into law on March 29, 2023.

Members Present: Don Ritchie, Eve Wittenberg, Jaye Waldron, Joanne Ward, Jim Burns and Mark Shaw

Others Present: Liz Allard (Conservation Agent)

This hearing was continued from April 20, 2023 for a Notice of Intent filed on behalf of Maxwell Bridges for upgrade of a sewage disposal system for an existing, single-family home within the 100' buffer zone 43 Brown Road, Harvard

With the Department of Environmental Protection file number received with no comments, Joanne Ward motion to close the hearing and issue a standard Order of Conditions. Mark Shaw seconded the motion. The vote was unanimously in favor of the motion by a roll call, Jim Burns, aye; Mark Shaw, aye; Jaye Waldron, aye; Joanne Ward, aye; and Eve Wittenberg, aye.

Respectfully submitted,

Liz Allard,
Conservation Agent

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Harvard Conservation Commission
Notice of Intent Hearing Meeting Minutes
Luciano Manganella, 175 Littleton County Road, Harvard#0423-01
May 4, 2023

The public hearing was opened at 8:00pm by Chair Don Ritchie under MGL Chapter 131 §40 Wetland Protection Act and the Code of the Town of Harvard Chapter 119 Wetland Protection Bylaw virtually, pursuant to Chapter 2 of the Acts of 2023, An Act Relative to Extending Certain COVID-19 Measures Adopted during the State of Emergency, and signed into law on March 29, 2023.

Members Present: Don Ritchie, Eve Wittenberg, Jaye Waldron, Joanne Ward, Jim Burns and Mark Shaw

Others Present: Liz Allard (Conservation Agent), Todd Helwig (Mirick O'Connell), and Bruce Ringwall (GRP, Inc.)

This hearing is for a Notice of Intent filed on behalf of Luciano Manganella for the installation of two stonewalls at the driveway entrance after the issuance of an Enforcement Order at 175 Littleton County Road, Harvard

Attorney Todd Helwig, of Mirick O'Connell, was present to represent the applicant. Attorney Helwig stated Mr. Manganella thought he was in his right to install the wall as part of the overall project. Attorney Helwig reviewed the funds spent to date by Mr. Manganella on this matter, including the fine, application fees, attorney fees and cost associated with engineering. Attorney Helwig requested the enforcement order requiring the removal of the stonewall within the 75' buffer zone be rescinded and the Commission issue an Order of Conditions.

Don Ritchie stated his issue with Mr. Manganella is he seems to ignore what he is told to do; this is not first issue the Commission has had with Mr. Manganella; there is a complete neglect of going along with the requirements. Eve Wittenberg stated there are two issues, the first is the behavior of the applicant; the second is the established operating procedures of the Commission. Ms. Wittenberg explained the stance of the Commission as it pertains to the issuance of waivers under the Wetland Protection Bylaw; in her opinion those criteria are not being met in this case and the wall does not serve a purpose in an area that was disturbed due to the activity on site.

Bruce Ringwall, shared the plan and detailed the two stonewalls at the entrance of the driveway with the wall on the north side of the driveway being entirely within the 75' wetland buffer zone and a portion of the stonewall on the south side of the driveway within the 75' buffer zone. Mr. Ringwall also detailed a boulder retaining wall that is within the 75' to 100' buffer zone to the east of the previously mentioned stonewalls.

Eve Wittenberg made a motion to deny the request for a waiver for a structure within the 75' wetland buffer zone. Jaye Waldron seconded the motion.

Attorney Helwig continued present his clients case by explaining there are two things before the Commission, those being repealing the enforcement order and issuing an Order of Conditions. Attorney Helwig asked what harm is being done by the existence of the walls. Eve Wittenberg stated the Commission that prohibits the wall within 75' of a wetland resource area, so it is not a question of what is the harm it's a question of whether or not the Commission choses to grant a waiver.

Due to what was an assumed error in the previous motion and with the approval of the Chair Eve Wittenberg rescinded her original motion. To deny the request for a waiver to the 75' setback within the Bylaw. Jaye Waldron seconded the motion. Attorney Helwig wanted to be clear before the Commission imposes significant harm; Don Ritchie interrupted and asked what he meant by significant harm. Attorney

212 Helwig said what he is referring to is the cost of the walls and its removal versus the alternative which is
213 to grant relief and issue an Order Conditions as there is no environmental impact here; when you weigh
214 the harm to the applicant versus the things you are protecting what's going on.
215

216 Jim Burns stated if this came before the Commission it would have never been approved; reasonably sure
217 to would not have been approved, particularly something of this nature. Ms. Wittenberg stated the
218 Commission does not need to justify what the harm may be as the Bylaw sets out the setbacks and the
219 Commission's job is to apply those rules. Helwig stated should his client appeal the Commission decision
220 the cost of by the applicant versus what the Commission is protecting.
221

222 Jaye Waldron stated she is concern with argument that the cost of an applicant should allow one to
223 violate the Bylaw; what is to stop anyone else for doing the same thing?
224

225 The vote was unanimously in favor of the motion by a roll call, Jim Burns, aye; Mark Shaw, nay; Jaye
226 Waldron, aye; Joanne Ward, aye; and Eve Wittenberg, aye.
227

228 Mr. Ringwall explained the additional wall outside the 75' buffer but within 200' of the pond and wish this
229 to part of this Notice of Intent. A discussion on how to deal with additional wall. Liz Allard had previously
230 discussed the wall with Mr. Ringwall and had suggested it be included on the as-built plan as it was a wall
231 necessary to retain the grade and is considered a field change. Further clarification as to what would be
232 allowed now that the waiver was denied, which would be the portion of the southeastern wall that is
233 outside the 75' wetland buffer zone. After discussing the portion of the wall and how it was measured,
234 Attorney Helwig asked to continue the hearing to allow the applicant to further determine how to locate
235 the walls outside of the setback. A discussion of the requirements under the Enforcement Order and how
236 to proceed was had.
237

238 Jim Burns made a motion to continue the hearing to May 18, 2023 at 8:00pm. Joanne Ward seconded the
239 motion. The vote was unanimously in favor of the motion by a roll call, Jim Burns, aye; Mark Shaw, aye;
240 Jaye Waldron, aye; Joanne Ward, aye; and Eve Wittenberg, aye.
241

242 Respectfully submitted,
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245 Liz Allard,
246 Conservation Agent
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Harvard Conservation Commission
Continuation of a Notice of Intent Hearing
Yvonne Chern, 203 Ayer Road, DEP#177-711, Harvard#0322-01
May 4, 2023

The public hearing was opened at 8:18pm by Chair Don Ritchie under MGL Chapter 131 §40 Wetland Protection Act and the Code of the Town of Harvard Chapter 119 Wetland Protection Bylaw virtually, pursuant to Chapter 2 of the Acts of 2023, An Act Relative to Extending Certain COVID-19 Measures Adopted during the State of Emergency, and signed into law on March 29, 2023.

Members Present: Don Ritchie, Eve Wittenberg, Jaye Waldron, Joanne Ward, Jim Burns and Mark Shaw

Others Present: Liz Allard (Conservation Agent)

This hearing was continued from March 2, 2023 for a Notice of Intent filed on behalf of Yvonne Chern for the construction of commercial structures with associated parking, grading and drainage within the 100' wetland buffer zone at 203 Ayer Road, Harvard

At the request of the applicant's representative, Jim Burns made a motion to continue the hearing to May 18, 2023 at 8:30pm. Joanne Ward seconded the motion. The vote was unanimously in favor of the motion by a roll call, Jim Burns, aye; Mark Shaw, aye; Jaye Waldron, aye; Joanne Ward, aye; and Eve Wittenberg, aye.

Respectfully submitted,

Liz Allard,
Conservation Agent

REQUEST FOR DETERMINATION OF APPLICABILITY

Filed Under the Massachusetts Wetlands Protection Act and
Town of Harvard Wetlands Protection Bylaw

for

the Restoration of the Property to Natural Conditions

Located at

**55 Warren Avenue
Harvard, MA
(Assessor's Map 22, Parcel 50)
(3.31 Ac.)**

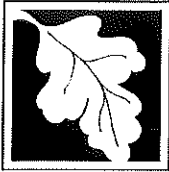
APPLICANT/OWNER

Carol J. Greenough Trust
D.E.R.A. Project Number 34305

REPRESENTATIVE

Daniel B. Wolfe, P.E.
David E. Ross Associates, Inc.
*Civil Engineers, Land Surveyors
& Environmental Consultants*
P. O. Box 795
Harvard, MA 01451



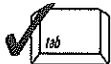


WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. General Information

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. Applicant:

Carol J. Greenough Trust, c/o Atty. Margaret A. Hoag, Tr.

Name

E-Mail Address

267 Great Road

Mailing Address

Acton

MA

01720

City/Town

State

Zip Code

978-266-0101

Phone Number

Fax Number (if applicable)

2. Representative (if any):

David E. Ross Associates, Inc.

Firm

Daniel B. Wolfe, P.E.

dwolfe@davidross.com

Contact Name

E-Mail Address

P.O. Box 795

Mailing Address

Harvard

MA

01451

City/Town

State

Zip Code

978-772-6232

Phone Number

978-772-6258

Fax Number (if applicable)

B. Determinations

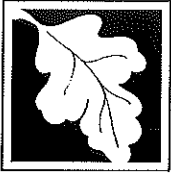
1. I request the Harvard Conservation Commission make the following determination(s). Check any that apply:

- a. whether the **area** depicted on plan(s) and/or map(s) referenced below is an area subject to jurisdiction of the Wetlands Protection Act.
- b. whether the **boundaries** of resource area(s) depicted on plan(s) and/or map(s) referenced below are accurately delineated.
- c. whether the **work** depicted on plan(s) referenced below is subject to the Wetlands Protection Act.
- d. whether the area and/or work depicted on plan(s) referenced below is subject to the jurisdiction of any **municipal wetlands ordinance** or **bylaw** of:

Harvard

Name of Municipality

- e. whether the following **scope of alternatives** is adequate for work in the Riverfront Area as depicted on referenced plan(s).



WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. Project Description

1. a. Project Location (use maps and plans to identify the location of the area subject to this request):

55 Warren Avenue	Harvard
Street Address	City/Town
Map 22	Parcel 50
Assessors Map/Plat Number	Parcel/Lot Number

b. Area Description (use additional paper, if necessary):

The subject property contains 3.31 acres of land on the south side of Warren Avenue, just west of the intersection with Tahanto Trail. There is a bordering vegetated wetland to the west of the developed property as well as a ponding area across Warren Ave., to the north. This property formerly contained a single-family home, garage, and driveway from Warren Ave., however all such site improvements have now been removed from the site. The accompanying plan was the subject of a Notice of Intent filed for the development of this site back in 2011 and is included herein for reference only.

c. Plan and/or Map Reference(s):

Sewage Disposal System Plan, prepared for Envision Homes, Inc. by David E. Ross Assoc., Inc. Plan No. L-9945 (Last Revised 10/21/11)	March, 2006
Title	Date
_____	_____
Title	Date
_____	_____

2. a. Work Description (use additional paper and/or provide plan(s) of work, if necessary):

In accordance with the Owner's wishes, and as described in her Last Will and Testimony, once all site improvements have been removed, the site shall be restored to a natural setting. In preparation for this condition, there were two specific areas of the property that were used as a nursery to supply for the eventual resotation of the open areas. These plantings will also be supplemented by other, offsite nursery stock, to better create this natural setting. Any areas resulting in bare earth will be loamed and seeded with a New England meadow seed mix.



WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. Project Description (cont.)

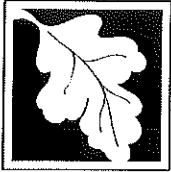
b. Identify provisions of the Wetlands Protection Act or regulations which may exempt the applicant from having to file a Notice of Intent for all or part of the described work (use additional paper, if necessary).

The majority of this restoration project takes place in the very outer portions of the 100-foot buffer zone and does not impose any major concerns for erosion or sedimentation. A Sedimentation barrier is proposed, as shown on the original construction plan, which will ensure the control of any sedimentation and provide a limit of work area for the on-site activities described. No work is proposed to be performed within 50 feet of any resource area.

3. a. If this application is a Request for Determination of Scope of Alternatives for work in the Riverfront Area, indicate the one classification below that best describes the project.

- Single family house on a lot recorded on or before 8/1/96
- Single family house on a lot recorded after 8/1/96
- Expansion of an existing structure on a lot recorded after 8/1/96
- Project, other than a single-family house or public project, where the applicant owned the lot before 8/7/96
- New agriculture or aquaculture project
- Public project where funds were appropriated prior to 8/7/96
- Project on a lot shown on an approved, definitive subdivision plan where there is a recorded deed restriction limiting total alteration of the Riverfront Area for the entire subdivision
- Residential subdivision; institutional, industrial, or commercial project
- Municipal project
- District, county, state, or federal government project
- Project required to evaluate off-site alternatives in more than one municipality in an Environmental Impact Report under MEPA or in an alternatives analysis pursuant to an application for a 404 permit from the U.S. Army Corps of Engineers or 401 Water Quality Certification from the Department of Environmental Protection.

b. Provide evidence (e.g., record of date subdivision lot was recorded) supporting the classification above (use additional paper and/or attach appropriate documents, if necessary.)



WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

D. Signatures and Submittal Requirements

I hereby certify under the penalties of perjury that the foregoing Request for Determination of Applicability and accompanying plans, documents, and supporting data are true and complete to the best of my knowledge.

I further certify that the property owner, if different from the applicant, and the appropriate DEP Regional Office were sent a complete copy of this Request (including all appropriate documentation) simultaneously with the submittal of this Request to the Conservation Commission.

Failure by the applicant to send copies in a timely manner may result in dismissal of the Request for Determination of Applicability.

Name and address of the property owner:

Carol J. Greenough Trust, c/o Attorney Margaret A. Hoag, Trustee
 Name
 267 Great Road
 Mailing Address
 Acton
 City/Town
 MA
 State
 01720
 Zip Code

Signatures:

I also understand that notification of this Request will be placed in a local newspaper at my expense in accordance with Section 10.05(3)(b)(1) of the Wetlands Protection Act regulations.

David B Wolfe, AS AGENT 5-4-23
 Signature of Applicant Date

David B Wolfe 5-4-23
 Signature of Representative (if any) Date

FORM A
NOTICE OF FILING

DATE: May 4, 2023 RE: Property located at: 55 Warren Ave.
FROM: Carol J. Greenough Trust, c/o Atty. Margaret A. Hoag, Trustee
(applicant)

Address: 267 Great Road, Acton, MA 01720

Telephone: 978-266-0101

A. Pursuant to the requirements of M.G.L. Chapter 131 §. 40 and /or the Harvard Wetlands Bylaw I am submitting herewith a complete copy of a Request for Determination of Applicability or an Application for a Harvard Wetland Permit. Copies of this complete application have been submitted as required under subsection 147-14 Notice to Town Boards by certified mail or hand delivery as follows:

	Date of Submittal
Conservation Commission (10 copies)	<u>5/4/23</u>
Department of Environmental Protection (2 copies)	<u>5/4/23</u>
_____	_____
_____	_____
_____	_____

(add boards as specified at time of filing)

B. Have the abutters to the property on which the work is proposed, been notified about the filing of this application, on Form B? Yes (attach a certified list of abutters) No

C. If the owner of the land is other than the Applicant, the owner must either sign this application in the space provided or provide written authorization for the Applicant to apply.

Owner's Signature _____ Date: _____

D. Please check the appropriate box(s):

- Request for Determination of Applicability
- Notice of Intent
- Abbreviated Notice of Intent
- Abbreviated Notice of Resource Area Delineation
- Amendment of the Order of Conditions

E. Have the appropriate Town filing fees been included? Yes No

FORM B
NOTIFICATION TO ABUTTERS
MASSACHUSETTS WETLAND PROTECTION ACT
AND HARVARD WETLANDS PROTECTION BYLAW

DATE: May 4, 2023 Certified Mail # _____
or Date of Hand Delivery: _____

TO: _____
(abutter) (address)

FROM: Carol J. Greenough Trust, 267 Great Road, Acton 01720 978-266-0101
(applicant) (address) (Telephone No.)

RE: Property identified on Harvard Assessors Map # 22 Parcel 50
The address of the lot where the activity is proposed is:
55 Warren Ave., Harvard

Pursuant to the requirements of the Harvard Wetlands Protection Bylaw and the second paragraph of Massachusetts General Laws Chapter 131 §40, you are hereby notified that the following forms have been filed with the Harvard Conservation Commission:

- _____ A Notice of Intent or Abbreviated Notice of Intent seeking permission to conduct one or more of the following, remove, fill, dredge, or alter an Area Subject to Protection Under the Wetlands Protection Act (General Laws Chapter 131, §40) and the Harvard Wetlands Protection Bylaw (Chapter 119 of the Code of the Town of Harvard).
- _____ An Abbreviated Notice of Resource Area Delineation for confirmation of the delineation of a Bordering Vegetated Wetland (BVW) for projects in the buffer zone under the Wetlands Protection Act (General Law Chapter 131, § 40) and the Harvard Wetlands Protection Bylaw (Chapter 119 of the Code of the Town of Harvard).
- A Request for Determination of Applicability of the Harvard Wetlands Protection Bylaw (Chapter 119 of the Code of the Town of Harvard).and the State Wetlands Protection Act (General Laws Chapter 131, §40)
- _____ Amendment to the Order of Conditions under the Harvard Wetland Bylaw (Chapter 119 of the Code of the Town of Harvard)

The Harvard Wetlands Protection Bylaw defines abutters as those persons whose property is within 300 feet of the boundary of the property or whose property lies across a traveled way or railroad bed from the property identified above. Notices shall be sent to the most recent owner of the property according to the most recent Assessors record. The list of abutters shall be certified by the Board of Assessors.

The Harvard Conservation Commission will hold a public hearing on the filing within twenty-one (21) days upon receipt of the complete application. Notice of this public hearing will be given at least five (5) days prior to the hearing, in a local newspaper, as well as appear on the Town of Harvard website at www.harvard.ma.us.

Plans for this project and a copy of the application are on file with the Land Use Board Office. Copies may be obtained from the Applicant's Representative by calling the following telephone number 978 -772-6232 between the hours of 8 am and 4 pm on the following days of the week Monday - Friday.

The hearing can be subsequently continued to a later date by the Commission with the agreement of the Applicant.

To contact the Central Region DEP office call 508-792-7650.

FORM D
PERMISSION FOR ACCESS

TO: Harvard Conservation Commission
13 Ayer Road
Harvard, MA 01451

From: Carol J. Greenough Trust, c/o Atty. Margaret A. Hoag, Trustee
267 Great Road
Acton, MA 01720

Pursuant to §147-6.D. or §147-11.D. of the Wetlands Protection Bylaw Rules, I do hereby grant the Harvard Conservation Commission and/or its consultants access to the project site under consideration for a Determination of Applicability, Notice of Intent, Abbreviated Notice of Intent, Abbreviated Notice of a Resource Area Delineation or an Amendment to the Order of Conditions any time from the receipt of such notice through the issuance of a Certificate of Compliance, Negative Determination, expiration of a Positive Determination and/or an Order of Resource Area Delineation.

Signed: Dexter B Wolf, AS AGENT Date 5-4-23
Owner or Authorized Applicant from Form A part C

FORM E

PERMISSION TO BILL APPLICANT DIRECTLY FOR LEGAL NOTICE

TO: Harvard Conservation Commission
13 Ayer Road
Harvard, MA 01451

FROM: Carol J. Greenough Trust, c/o Atty. Margaret A. Hoag, Trustee
267 Great Road
Acton, MA 01720

I hereby authorize Harvard Press to bill me directly for the legal notice published for a public hearing with the Harvard Conservation Commission.

Signed:  AS AGENT Date 5-4-23
Owner or Authorized Applicant from Form A part C

FORM F

Wetland filing fees calculation worksheet for work in resource areas

	Fee	Total
<u>Notice of Intent Fees</u>		
1) <i>Single family</i>		
Septic Repair or Upgrade (Enter Fee & Skip to Total Fee)	\$200.00	_____
New Construction or alteration involving 500sf or less of total construction	\$300.00	_____
New Construction or alteration involving 501sf to 1499sf of total construction	\$600.00	_____
New Construction or alteration involving 1500 sf or more of total construction	\$900.00	_____
2) <i>Subdivision/mini Subdivision</i>		
Roads and Utilities only	\$1,500.00	_____
Multifamily/Condominium Structures construction	\$1,500.00	_____
3) <i>Commercial or Industrial Projects</i>	\$1,500.00	_____
<u>Additional charges under a Notice of Intent for disturbance within the buffer zone</u>		
1) Disturbance within the buffer zone	_____ sf	x 0.25 = _____
2) Confirmation delineated wetland line	_____ linear ft	x 0.50 = _____
3) Alteration or replication of wetlands	_____ sf	x 1.00 = _____
TOTAL FILING FEE		_____
Fee doubled if Notice of Intent is filed after work began or an Enforcement Order was issued		x 2 = _____
<u>Other fees</u>		
Request for an amendment to an Order of Conditions	\$200.00	_____
Request for an extension to an Order of Conditions	\$125.00	_____
Request for a reissued Certificate of Compliance	\$100.00	_____
Request for an Emergency Certificate of Compliance	\$200.00	_____
Request for an Emergency Certification Form	\$200.00	_____
Request for Certificate of Compliance with Expired OOC or Partial Certificate of Compliance	\$125.00	_____
Request for Determination of Applicability (RDA)	\$100.00	_____
Abbreviated Notice of Resource Area Delineation (ANRAD) (Minimum \$100.00, Maximum \$1,500.00)	\$100.00	_____ <u>\$100.00</u>
	_____ linear ft	x \$1.50= _____
Note: These fees are in addition to recording and advertising fees, and to the State Wetlands Program Fees charged under MGL. Ch. 131 Sec.40 and 310 CMR 4.10(8)(n).		
TOTAL FEE PAYABLE TO THE TOWN OF HARVARD		_____ <u>\$100.00</u>

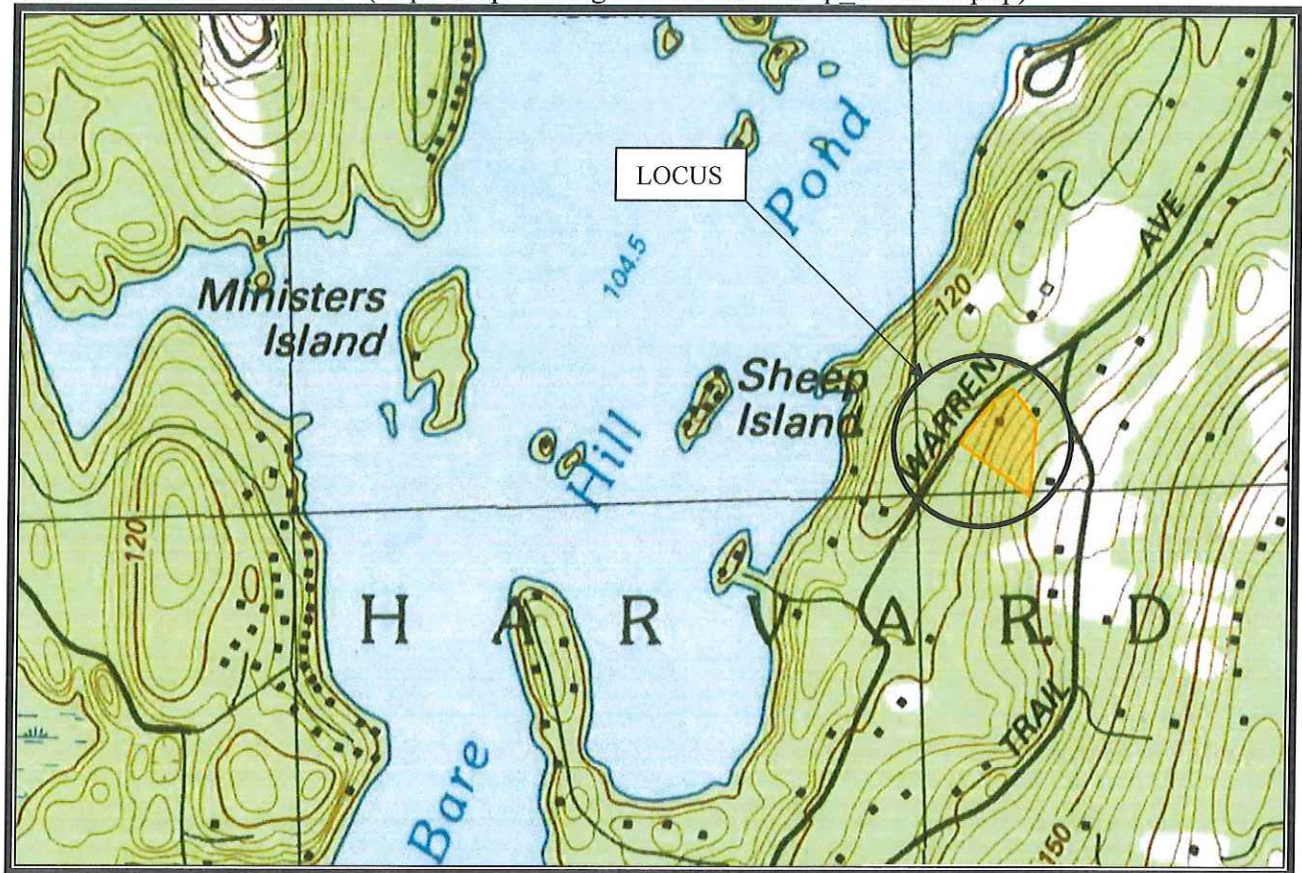
DAVID E. ROSS ASSOCIATES, INC.

Civil Engineers, Land Surveyors, Environmental Consultants

USGS

Site: #55 Warren Avenue – Harvard, MA
(Map 27 – Parcel 50)

Source: Current Mass GIS (http://maps.massgis.state.ma.us/map_ol/oliver.php)



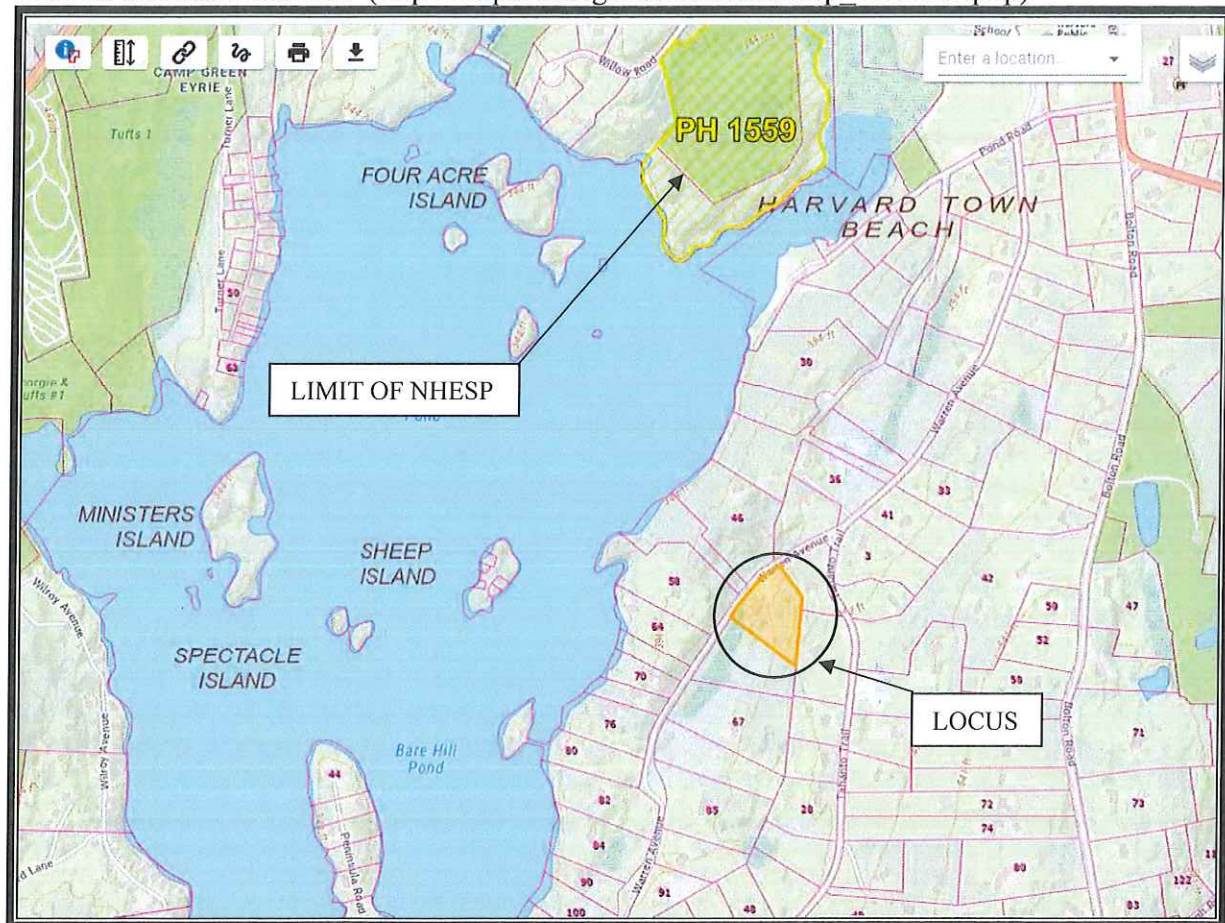
DAVID E. ROSS ASSOCIATES, INC.

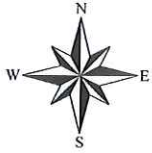
Civil Engineers, Land Surveyors, Environmental Consultants

NHESP

Site: #55 Warren Avenue – Harvard, MA
(Map 27 – Parcel 50)

Source: Current Mass GIS (http://maps.massgis.state.ma.us/map_ol/oliver.php)





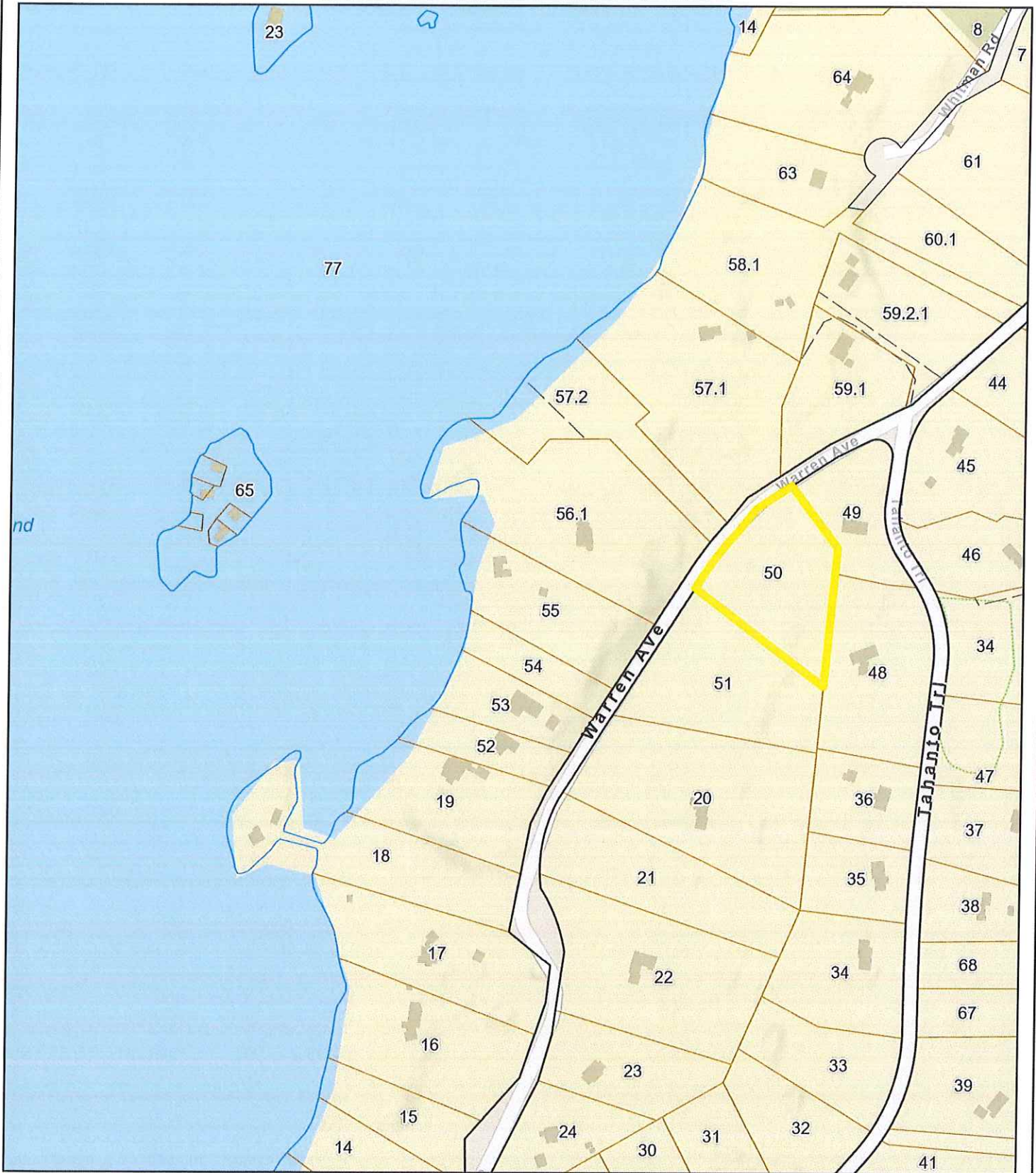
Town of Harvard, MA

1 inch = 376 Feet



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April 24, 2023

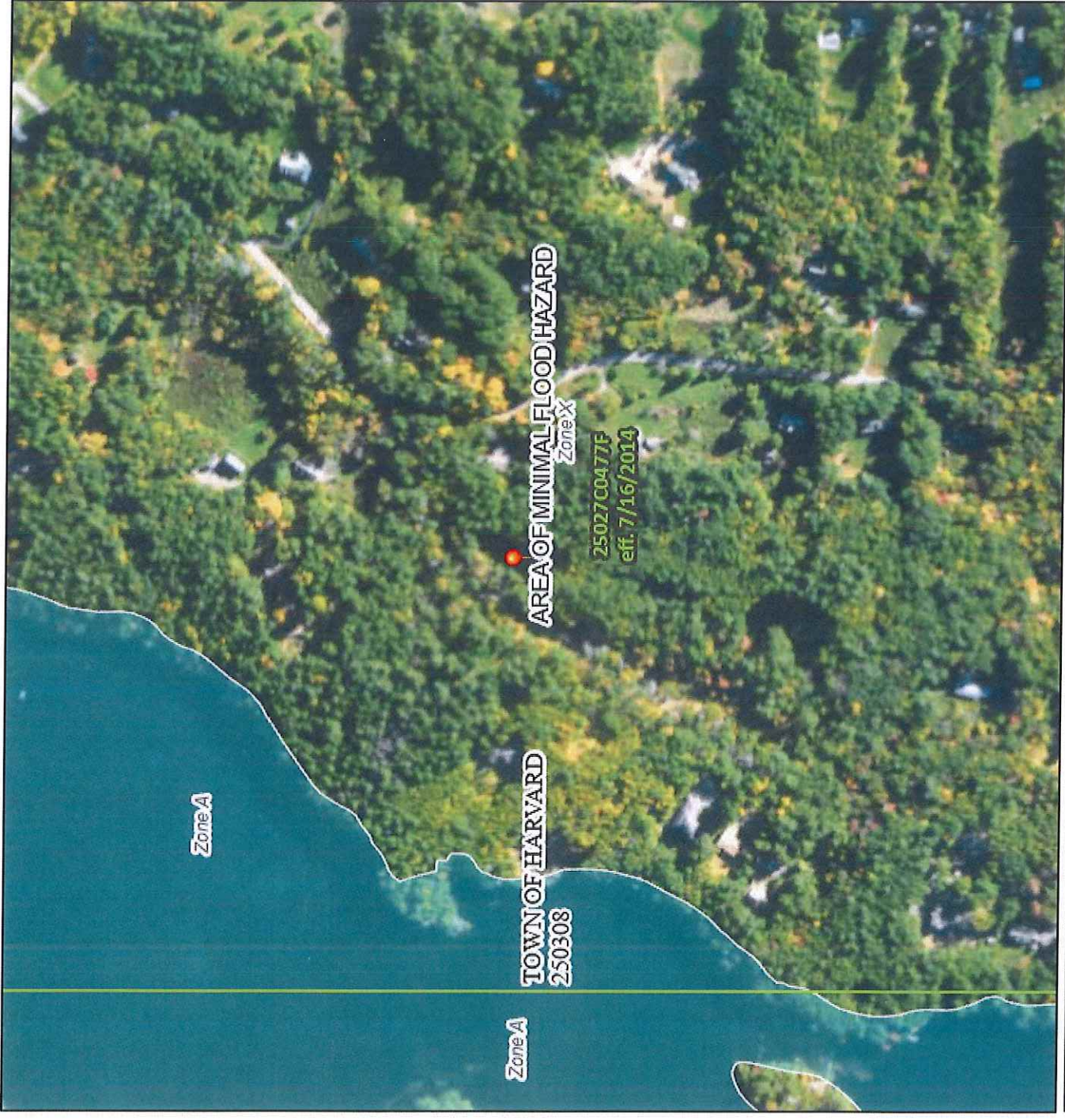


Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

National Flood Hazard Layer FIRMette



71°35'42"W 42°29'34"N



71°35'4"W 42°29'7"N

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

	Without Base Flood Elevation (BFE) <i>Zone A, V, A99</i>
	With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>
	Regulatory Floodway
	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i>
	Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
	Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>
	Area with Flood Risk due to Levee <i>Zone D</i>

	NO SCREEN	Area of Minimal Flood Hazard <i>Zone X</i>
	Effective LOMRS	<i>Zone D</i>
	Area of Undetermined Flood Hazard	<i>Zone D</i>
	Channel, Culvert, or Storm Sewer	
	Levee, Dike, or Floodwall	

	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature

	Digital Data Available
	No Digital Data Available
	Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/24/2023 at 11:24 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



Abutters List Report
Town of Harvard, MA

Date: April 24, 2023

Parcel Number: 027-050-000

Property Address: 55 Warren Ave

Abutters To: 300ft

The above Certified Abutters List is a true copy of the records in the Town of Harvard Assessor's office for the last known names and addresses of owners of land located within the above stated range of the subject property.

Signed: 

Date: 4/24/23

Carol Dearborn
Assistant Assessor
(978) 456-4100 x315

FINANCE DEPARTMENT - ACCOUNTANT, ASSESSORS, TREASURER/COLLECTOR
13 Ayer Road, Harvard, Massachusetts 01451-1458
www.harvard-ma.gov



300 feet Abutters List Report

Harvard, MA
April 24, 2023

Subject Property:

Parcel Number: 022-050-000-000
CAMA Number: 022-050-000-000
Property Address: 55 WARREN AV

Mailing Address: GREENOUGH, CAROL J
55 WARREN AV
HARVARD, MA 01451

Abutters:

Parcel Number: 022-034-000-000
CAMA Number: 022-034-000-000
Property Address: 42 BOLTON RD

Mailing Address: WILCOX, ANDREW DAVID
42 BOLTON RD
HARVARD, MA 01451

Parcel Number: 022-045-000-000
CAMA Number: 022-045-000-000
Property Address: 3 TAHANTO TR

Mailing Address: FISCHETTI, MARK
3 TAHANTO TR
HARVARD, MA 01451

Parcel Number: 022-046-000-000
CAMA Number: 022-046-000-000
Property Address: 9 TAHANTO TR

Mailing Address: WOODSUM, DAVID S & WOODSUM,
JANET E
9 TAHANTO TR
HARVARD, MA 01451

Parcel Number: 022-048-000-000
CAMA Number: 022-048-000-000
Property Address: 12 TAHANTO TR

Mailing Address: FINNEGAN, KATHERINE & FINNEGAN,
CONOR
12 TAHANTO TR
HARVARD, MA 01451

Parcel Number: 022-049-000-000
CAMA Number: 022-049-000-000
Property Address: 4 TAHANTO TR

Mailing Address: CHRISTEN, CAROLINE
4 TAHANTO TR
HARVARD, MA 01451

Parcel Number: 022-051-000-000
CAMA Number: 022-051-000-000
Property Address: WARREN AV

Mailing Address: FINNEGAN, LAURENCE M & MARIE B,
TTEES
34 OAK HILL RD
HARVARD, MA 01451

Parcel Number: 022-055-000-000
CAMA Number: 022-055-000-000
Property Address: 64 WARREN AV

Mailing Address: MAUREEN H. PETTIROSSI TRUST
PO BOX 875
HARVARD, MA 01451

Parcel Number: 022-056-001-000
CAMA Number: 022-056-001-000
Property Address: 58 WARREN AV

Mailing Address: LEICHER, BRUCE A.
58 WARREN AVE
HARVARD, MA 01451

Parcel Number: 022-057-001-000
CAMA Number: 022-057-001-000
Property Address: 46 WARREN AV

Mailing Address: GORMLEY III, J THOMAS & JENNY
MURRAY
46 WARREN AV
HARVARD, MA 01451

Parcel Number: 022-057-002-000
CAMA Number: 022-057-002-000
Property Address: WARREN AV

Mailing Address: LEICHER, BRUCE A
58 WARREN AVE
HARVARD, MA 01451



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300 feet Abutters List Report

Harvard, MA
April 24, 2023

Parcel Number: 022-059-001-000
CAMA Number: 022-059-001-000
Property Address: 40 WARREN AV

Mailing Address: WHITHAM, BENJAMIN & MICHELLE
40 WARREN AV
HARVARD, MA 01451

Parcel Number: 027-020-000-000
CAMA Number: 027-020-000-000
Property Address: 67 WARREN AV

Mailing Address: COLE, JASON & MADIGAN, CATHERINE
18 NATHANIEL ROAD
WINCHESTER, MA 01890

Parcel Number: 027-036-000-000
CAMA Number: 027-036-000-000
Property Address: 20 TAHANTO TR

Mailing Address: LEE ANN MAJOR-ZUPANCIC, TRUSTEE
OF THE
20 TAHANTO TR
HARVARD, MA 01451

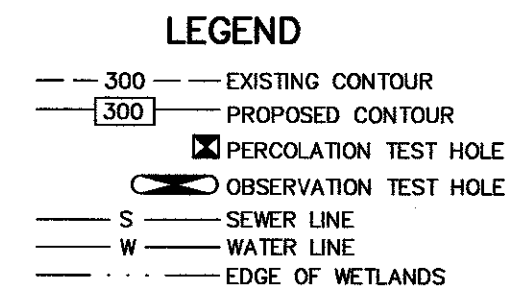
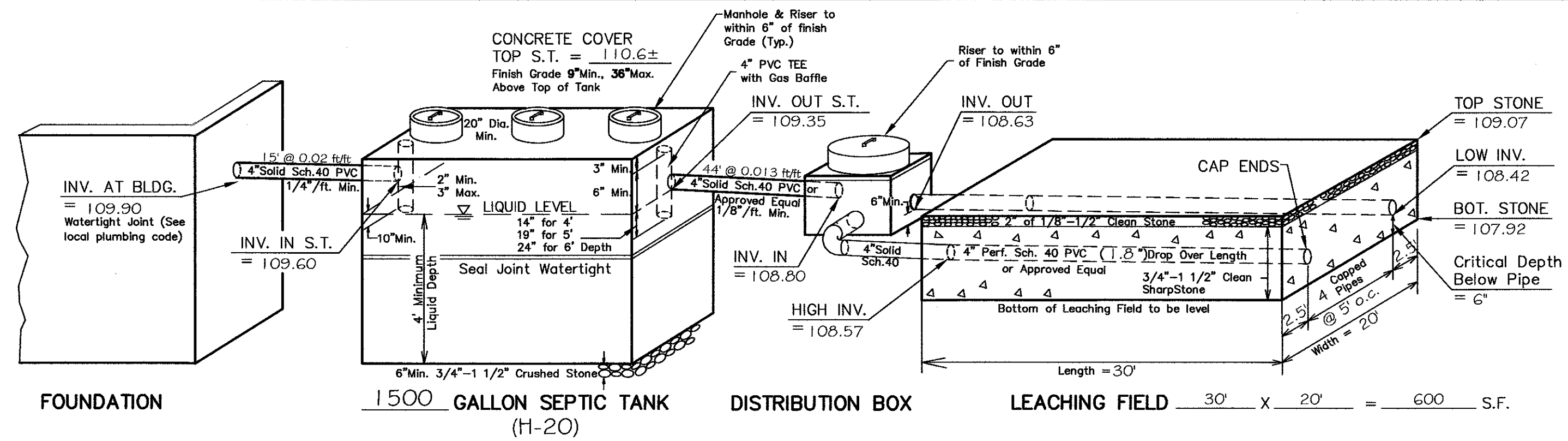
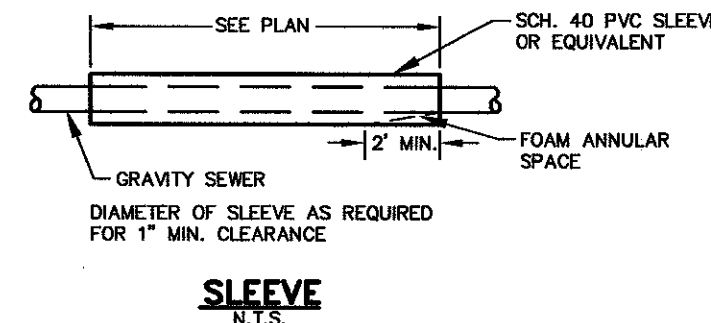
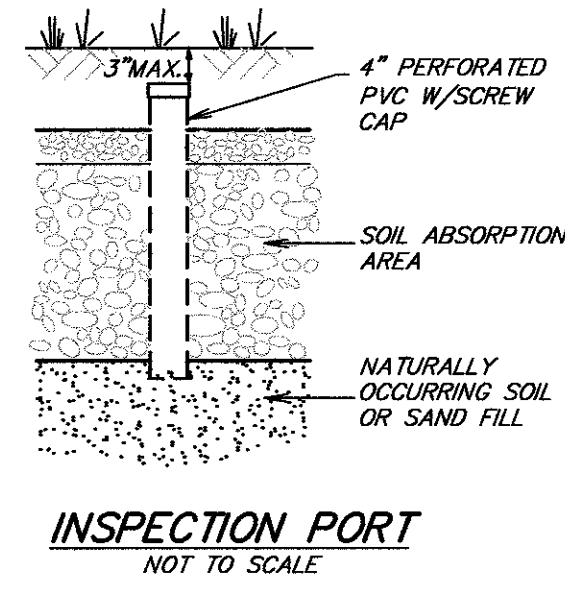
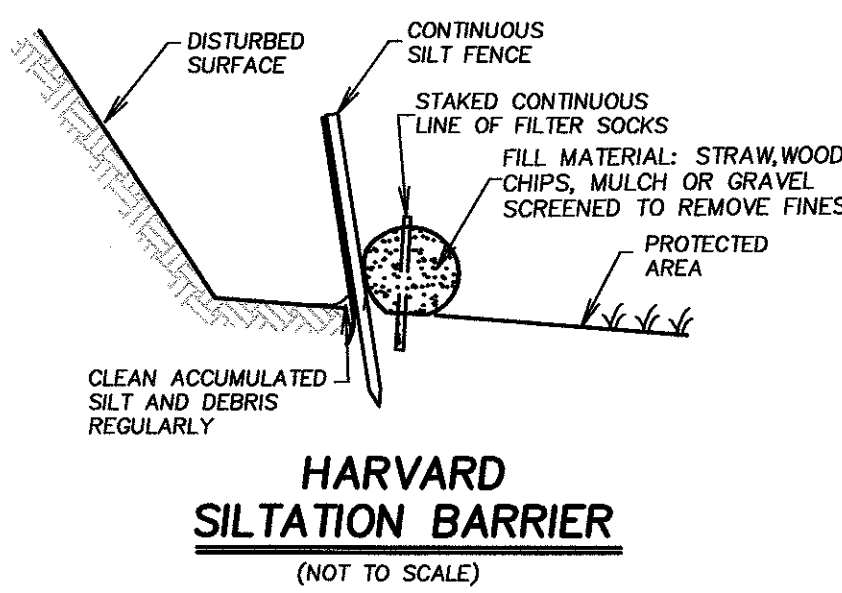
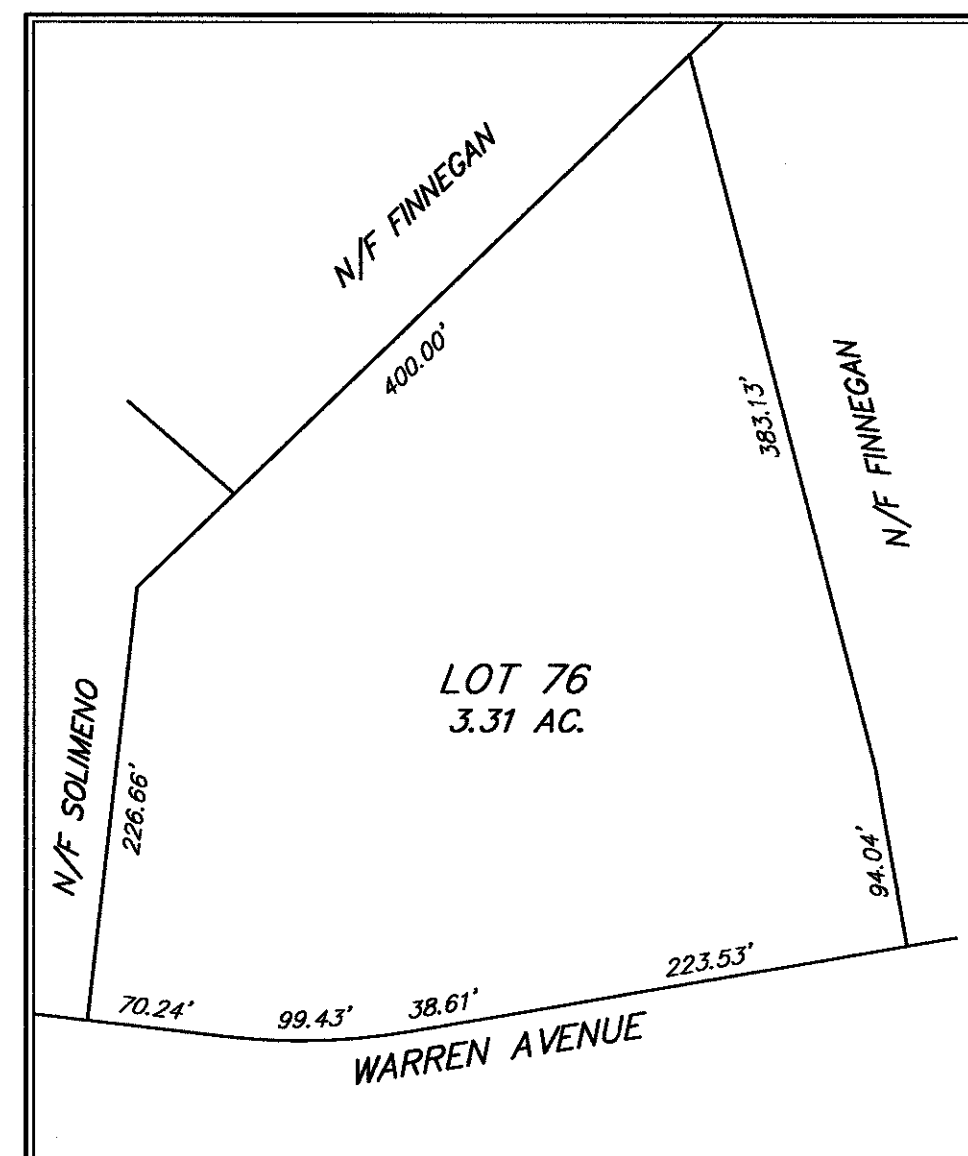


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4/24/2023

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Page 2 of 2



OBSERVATION TEST HOLE DATA
BY DANIEL WOLFE
WITNESSED BY IRA GROSSMAN
01/19/06

- 10G-1: ELEV. = --
Ap 0' - 10" FINE SANDY LOAM
Dw 10" - 24" FINE SANDY LOAM
C 24" - 54" LOAMY SAND
GROUNDWATER AT 12"
REFUSAL AT 54"
E.S.H.W.T. AT 12"
- 10G-2: ELEV. = --
Ap 0' - 10" FINE SANDY LOAM
Dw 10" - 24" FINE SANDY LOAM
C 24" - 54" LOAMY SAND
GROUNDWATER AT 48"
REFUSAL AT 54"
E.S.H.W.T. AT 48"
- 10G-3: ELEV. = 107.6
Ap 0' - 0" FINE SANDY LOAM
Dw 0' - 27" SANDY LOAM
C 27" - 45" COARSE SAND
C 45" - 96" SANDY LOAM
MOTTLED AT 52"
GROUNDWATER AT 72"
NO REFUSAL
E.S.H.W.T. AT 52" (103.26)

SEPTIC TANK
SEPTIC TANK SHALL BE A PRECAST, REINFORCED CONCRETE TANK MADE WATER-TIGHT. CONSTRUCTION MATERIALS AND DIMENSIONS SHALL CONFORM TO TITLE 5 AND AASHTO'S 20 REQUIREMENTS AND PLACED ON A STABLE MECHANICALLY COMPACTED LEVEL BASE.

TANK / SYSTEM TO BE VENTED THROUGH THE BUILDING PLUMBING SYSTEM AS REQUIRED BY BUILDING CODE.

TANK SHOULD BE INSPECTED, MAINTAINED AND BE PUMPED OUT WHEN SLUDGE DEPTH IN THE BOTTOM EXCEEDS ONE FOURTH OF THE TOTAL LIQUID DEPTH.

AT LEAST THREE 20" MANHOLE SHALL BE PROVIDED AND EQUIPPED WITH RISERS TO WITHIN 6" OF FINISH GRADE.

"D" BOX

"D" BOX TO BE MADE WATER-TIGHT. CONSTRUCTION MATERIALS AND DIMENSIONS SHALL CONFORM TO TITLE 5 AND AASHTO'S 10 REQUIREMENTS AND PLACED ON A STABLE MECHANICALLY COMPACTED LEVEL BASE.

"D" BOX OUTLETS SHALL BE INSTALLED LEVEL ("BUILT UP" INVERTS, NOT PERMITTED).

FIRST 2" (MIN.) OF OUTLETS SHALL BE INSTALLED LEVEL TO EQUALIZE FLOW.

THE MINIMUM INSIDE DIMENSIONS OF THE "D" BOX TO BE 12" AND THE MINIMUM WALL THICKNESS TO BE 2".

WHEN INLET PIPE SLOPE EXCEEDS 8% - PVC INLET TEE REQUIRED. CUT LOW END 1" ABOVE OUTLET INVERT.

"D" BOX COVER TO BE SEALED WITH BITUMEN. "D" BOXES BURIED GREATER THAN 9" BELOW GRADE SHALL BE EQUIPPED WITH A RISER TO WITHIN 6" OF FINISH GRADE.

LEACH AREA

ALL LOAM, LARGE BOULDERS OR FOREIGN MATERIAL ENCOUNTERED DURING EXCAVATION ARE TO BE REMOVED FROM THE LEACHING AREA.

ALL SOIL INTERFACES SHALL BE SCARIFIED PRIOR TO THE PLACEMENT OF STONE.

ALL STONE IN PLACE SHALL BE DURABLE, FREE FROM IRON, FINES AND DUST AND DOUBLE WASHED.

WHEN GRAVEL FILL IS REQUIRED, ALL LOAM AND ORGANIC MATERIAL SHALL BE REMOVED FROM AREA TO BE FILLED. FILL SHALL BE COMPACTED TO MINIMIZE SETTLEMENT AND SHALL BE CLEAN GRANULAR MATERIAL, FREE FROM FINES AND ORGANIC MATERIALS, AND SHALL BE IN ACCORDANCE WITH 310 CMR 15.25(3).

ALL DISTURBED AREAS ARE TO BE LOAMED, SEEDED AND MAINTAINED TO PREVENT EROSION.

AREAS ABOVE THE SOIL ABSORPTION SYSTEM SHALL REMAIN PERVIOUS UNLESS UNAVOIDABLE. IN SUCH CASES THE SYSTEM SHALL BE VENTED.

GENERAL NOTES

SYSTEM IS DESIGNED TO ACCOMMODATE SANITARY SEWAGE ASSOCIATED WITH NORMAL DOMESTIC USE AND CONSISTING OF WATER CARRIED PUTRESIBLIBLE WASTE ONLY.

ALL COMPONENTS OF THE SEWAGE DISPOSAL SYSTEM SHALL BE COVERED BY A MAXIMUM OF 36" OF CLEAN BACKFILL MATERIAL, FREE OF STONES AND BOULDERS GREATER THAN 6" IN SIZE.

ALL COMPONENTS SHALL BE MARKED WITH MAGNETIC MARKING TAPE OR A COMPARABLE MEANS IN ORDER TO LOCATE THEM ONCE BURIED.

OWNER SHALL VERIFY EFFECTIVE ZONING REGULATIONS PRIOR TO CONSTRUCTION.

PLAN SHOWS ONLY THOSE FEATURES THAT WERE VISUALLY APPARENT ON DATE OF TOPOGRAPHY AND THE ABSENCE OF DELETTEROUS SUBSTANCES, MIXTURES AND LAYERS OF DIFFERENT SOIL CLASSES SHALL NOT BE USED.

ALL PIPING SHALL BE LAID TRUE TO LINE, GRADE AND INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

THERE ARE NO EXISTING WELLS WITHIN 100' OF THE PROPOSED SEWAGE DISPOSAL SYSTEM. (50' OF THE SEPTIC TANK.)

THERE ARE NO EXISTING SEWAGE DISPOSAL SYSTEMS WITHIN 100' OF THE PROPOSED WELL.

ALL KNOWN WELLS WITHIN 200' OF THE PROPOSED PRIMARY AND EXPANSION LEACH AREAS ARE SHOWN.

THE DESIGN ENGINEER SHALL BE NOTIFIED PROMPTLY OF ANY PLAN DEFICIENCIES FOUND DUE TO UNFORESEEN SUBSURFACE CONDITIONS OR OTHER REASONS THAT MIGHT AFFECT THE FUNCTION OF THIS DESIGNED SYSTEM.

DEVIATIONS IN DESIGN OR CONSTRUCTION FROM THIS PLAN OR ANY OF THE CONDITIONS RELATING TO THE USE OR MAINTENANCE OF THE PROPOSED SYSTEM SHALL BE DEEMED TO VOID ANY CERTIFICATION OR REPRESENTATION MADE RELATIVE TO THIS SUBSURFACE SEWAGE DISPOSAL SYSTEM.

CONTRACTOR SHALL NOTIFY "DIG SAFE" PRIOR TO ANY EXCAVATION. 1-888-DIG-SAFE (344-7233)

PRIOR TO ANY CONSTRUCTION A BENCHMARK SHALL BE SET WITHIN 50'-75' OF THE PROPOSED SEWAGE DISPOSAL SYSTEM.

SCHEDULE OF ELEVATIONS	PROPOSED	AS-BUILT
TOP CONC. SLAB FOUNDATION	112.50	
INVERT AT FOUNDATION	109.90	
INVERT TANK INLET	109.50	
INVERT TANK OUTLET	109.25	
TOP SEPTIC TANK	110.6±	
INV. "D" BOX INLET	108.80	
INV. "D" BOX OUTLET	108.63	
TOP OF STONE	109.07	
INVERT HIGH END	108.57	
INVERT LOW END	108.42	
BOTTOM OF STONE	107.92	
GROUNDWATER OFFSET REQUIRED	4'	
GROUNDWATER OFFSET UTILIZED	4'	

DESIGN CRITERIA

GARBAGE GRINDERS - NOT PERMITTED

PERC. TESTS: PERFORMED BY DANIEL WOLFE
WITNESSED BY IRA GROSSMAN
01/19/06

PERC. #	RATE (M/1)	ELEVATION	DEPTH	DATE
10G-A	13	107.6	60"	1/19/06

FLOWS: 3 BEDROOMS AT 110 GPD = 330 GPD (330 GPD MIN.)

SEPTIC TANK REQUIRED: (1500 GAL. MIN.)
330 GPD X 2.0 = 660 GAL. TANK

LEACHING AREA PROVIDED:

- A. BASIS 13 MIN./IN. PERCOLATION RATE
- B. APPLICATION RATE ALLOWED 0.56 S.F.
- C. BOTTOM AREA PROVIDED 600 S.F.
- D. TOTAL G.P.D. PROVIDED 336

SYSTEM IN FILL

IF ANY PORTION OF THE PROPOSED LEACHING AREA IS LOCATED ABOVE EXISTING GRADE OR WITHIN TOPSOIL, PEAT OR OTHER UNSUITABLE OR IMPERVIOUS SOIL LAYER, THEN THE PLACEMENT OF FILL IS REQUIRED.

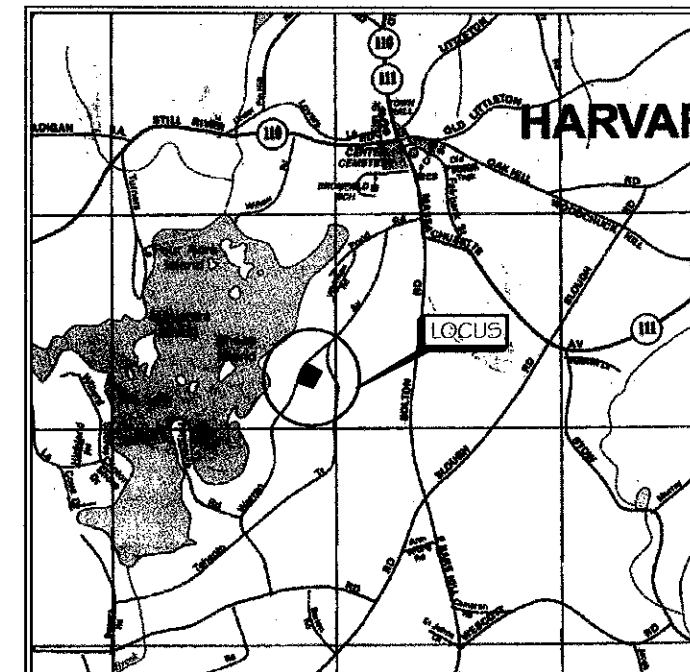
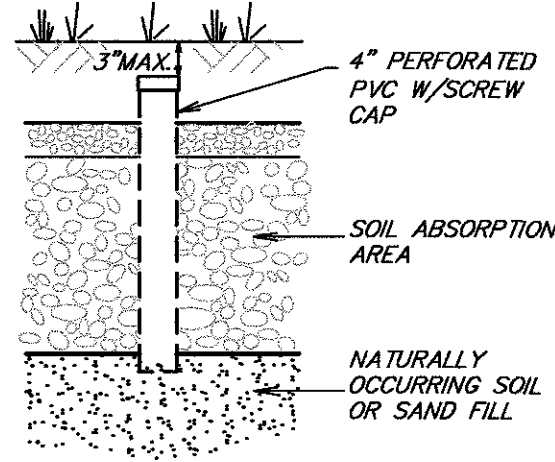
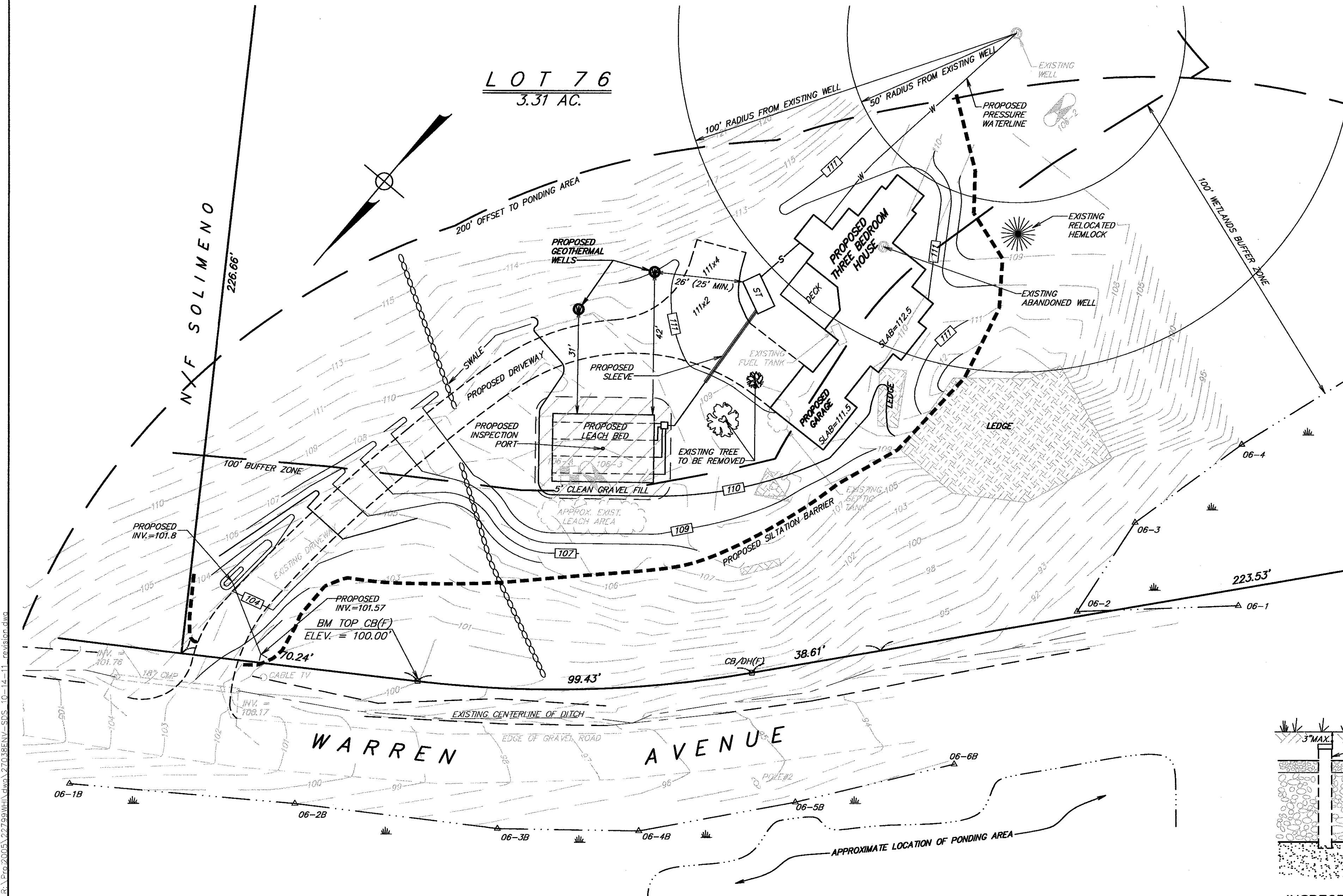
PRIOR TO THE PLACEMENT OF FILL, ALL UNSUITABLE OR IMPERVIOUS SOILS SHALL BE EXCAVATED TO A MINIMUM OF FIVE FEET LATERALLY IN ALL DIRECTIONS BEYOND THE OUTER PERIMETER OF THE SOIL ABSORPTION SYSTEM TO THE DEPTH OF NATURALLY OCCURRING PERVIOUS MATERIAL. FILL MATERIAL SHALL BE SELECT, ON-SITE OR IMPORTED SOIL, CONSISTING OF CLEAN GRANULAR SAND, FREE FROM ORGANIC MATTER AND OTHER DELETTEROUS SUBSTANCES. MIXTURES AND LAYERS OF DIFFERENT SOIL CLASSES SHALL NOT BE USED.

A SIEVE ANALYSIS USING A #4 SIEVE, SHALL BE PERFORMED ON A REPRESENTATIVE SAMPLE OF THE FILL. UP TO 45% BY WEIGHT OF THE FILL SAMPLE MAY BE RETAINED IN THE #4 SIEVE. SIEVE ANALYSES SHALL ALSO BE PERFORMED ON THE FRACTION OF FILL SAMPLE PASSING THE #4 SIEVE. SUCH ANALYSES MUST DEMONSTRATE THAT THE MATERIAL MEETS EACH OF THE FOLLOWING SPECIFICATIONS:

SEIVE SIZE	EFFECTIVE PARTICLE SIZE	% THAT MUST PASS SIEVE
# 4	4.75 MM	100%
# 50	0.30 MM	100-100%
#100	0.15 MM	0%-20%
#200	0.075 MM	0%-5%

WETLAND PROTECTION ACT (C131 S40)

PRIOR TO INITIATING ANY ALTERATIONS (REMOVAL OF VEGETATION, EXCAVATIONS, GRADING, ETC.) WITHIN 100' OF WETLANDS (PONDS, BROOKS, SWAMPS, ETC.) OR WITHIN 200' OF AN AREA SUBJECT TO THE RIVER'S ACT (PERENNIALY FLOWING RIVER, BROOK OR STREAM), A REQUEST FOR DETERMINATION OF APPLICABILITY OR A NOTICE OF INTENT UNDER THE WETLANDS PROTECTION ACT (310 CMR 10.00) SHOULD BE FILED WITH THE TOWN'S CONSERVATION COMMISSION. LOCAL BYLAWS MAY ALSO APPLY.



REVISIONS

- 3/13/06 - Original endorsement
- 5/19/09 - Revise with New Title 5 info
- 6/27/11 - Revise applicant, house, drive & sds
- 7/6/11 - Add ponding area across street
- 7/11/11 - Revise Siltation Barrier
- 10/14/11 - Add Geothermal Wells
- 10/21/11 - Revise Geothermal Well Location

SEWAGE DISPOSAL SYSTEM

FOR: LOT 76 STREET 55 WARREN AVENUE
ASSESSOR'S MAP 22 PARCEL 50
TOWN: HARVARD, MASSACHUSETTS
DESIGNED FOR
ENVISION HOMES, INC.

SCALE: 1" = 20' MARCH, 2006

DAVID E. ROSS ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, ENVIRONMENTAL CONSULTANTS
111 FITCHBURG ROAD - P.O. BOX 368, AYER, MASS., 01432-0368
978-772-6232 • 368-1065 • 448-3916 • FAX 978-772-6258
JOB NO. 27038 SHEET 1 OF 1 PLAN NO. L-9945

NOTICE OF INTENT

Filed under the Massachusetts Wetlands Protection Act and the
Town of Harvard Wetlands Bylaw

for the
Remediation/Restoration of Previously Disturbed Areas within the
Bordering Vegetated Wetland Area.

Located at
30 Cruft Lane, Harvard, Massachusetts

Applicant
Shaw Properties, LLC
Project Number 34293

Representative
Daniel B. Wolfe, P.E.
David E. Ross Associates, Inc.
Civil Engineers, Land Surveyors & Environmental Consultants
P. O. Box 795
Harvard, MA 01451

May, 2023





Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 3 – Notice of Intent

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Provided by MassDEP:

MassDEP File Number

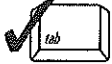
Document Transaction Number

Harvard

City/Town

Important:

When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



Note:
Before completing this form consult your local Conservation Commission regarding any municipal bylaw or ordinance.

A. General Information

1. Project Location (Note: electronic filers will click on button to locate project site):

30 Cruft Lane	Harvard	01451
a. Street Address	b. City/Town	c. Zip Code
Latitude and Longitude:	42.51497	-71.56953
	d. Latitude	e. Longitude
Map 13	Parcel 5	
f. Assessors Map/Plat Number	g. Parcel /Lot Number	

2. Applicant:

a. First Name	b. Last Name	
Shaw Properties, LLC		
c. Organization		
4 Littleton Road		
d. Street Address		
Ayer	MA	01432
e. City/Town	f. State	g. Zip Code
978-456-3527	tony@toreku.com	
h. Phone Number	i. Fax Number	j. Email Address

3. Property owner (required if different from applicant): Check if more than one owner

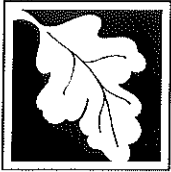
a. First Name	b. Last Name	
Shaw Properties, LLC		
c. Organization		
4 Littleton Road		
d. Street Address		
Ayer	MA	01432
e. City/Town	f. State	g. Zip Code
978-456-3527	tony@toreku.com	
h. Phone Number	i. Fax Number	j. Email address

4. Representative (if any):

Daniel	Wolfe	
a. First Name	b. Last Name	
David E. Ross Associates, Inc.		
c. Company		
6 Lancaster County Road, P.O. Box 795		
d. Street Address		
Harvard	MA	01451
e. City/Town	f. State	g. Zip Code
978-772-6232	978-772-6258	dwolfe@davidross.com
h. Phone Number	i. Fax Number	j. Email address

5. Total WPA Fee Paid (from NOI Wetland Fee Transmittal Form):

\$165.00	\$70.00	\$95.00
a. Total Fee Paid	b. State Fee Paid	c. City/Town Fee Paid



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A. General Information (continued)

6. General Project Description:

This project proposes the remediation/restoration of two small areas of land within the bordering vegetated wetland area. One area was disturbed by fire fighting apparatus that entered the mowed meadow to fight a brush fire, the other area was disturbed by the landowner to make improvements to the existing well house that serves the existing house.

7a. Project Type Checklist: (Limited Project Types see Section A. 7b.)

- | | |
|---|---|
| 1. <input checked="" type="checkbox"/> Single Family Home | 2. <input type="checkbox"/> Residential Subdivision |
| 3. <input type="checkbox"/> Commercial/Industrial | 4. <input type="checkbox"/> Dock/Pier |
| 5. <input type="checkbox"/> Utilities | 6. <input type="checkbox"/> Coastal engineering Structure |
| 7. <input type="checkbox"/> Agriculture (e.g., cranberries, forestry) | 8. <input type="checkbox"/> Transportation |
| 9. <input type="checkbox"/> Other | |

7b. Is any portion of the proposed activity eligible to be treated as a limited project (including Ecological Restoration Limited Project) subject to 310 CMR 10.24 (coastal) or 310 CMR 10.53 (inland)?

1. Yes No If yes, describe which limited project applies to this project. (See 310 CMR 10.24 and 10.53 for a complete list and description of limited project types)

2. Limited Project Type

If the proposed activity is eligible to be treated as an Ecological Restoration Limited Project (310 CMR10.24(8), 310 CMR 10.53(4)), complete and attach Appendix A: Ecological Restoration Limited Project Checklist and Signed Certification.

8. Property recorded at the Registry of Deeds for:

Worcester

a. County

68587

c. Book

b. Certificate # (if registered land)

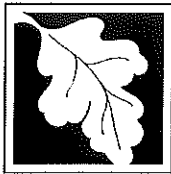
204

d. Page Number

B. Buffer Zone & Resource Area Impacts (temporary & permanent)

- Buffer Zone Only – Check if the project is located only in the Buffer Zone of a Bordering Vegetated Wetland, Inland Bank, or Coastal Resource Area.
- Inland Resource Areas (see 310 CMR 10.54-10.58; if not applicable, go to Section B.3, Coastal Resource Areas).

Check all that apply below. Attach narrative and any supporting documentation describing how the project will meet all performance standards for each of the resource areas altered, including standards requiring consideration of alternative project design or location.



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B. Buffer Zone & Resource Area Impacts (temporary & permanent) (cont'd)

For all projects affecting other Resource Areas, please attach a narrative explaining how the resource area was delineated.

Resource Area	Size of Proposed Alteration	Proposed Replacement (if any)
a. <input type="checkbox"/> Bank	N/A 1. linear feet	N/A 2. linear feet
b. <input checked="" type="checkbox"/> Bordering Vegetated Wetland	210 1. square feet	210 2. square feet
c. <input type="checkbox"/> Land Under Waterbodies and Waterways	N/A 1. square feet N/A 3. cubic yards dredged	N/A 2. square feet

Resource Area	Size of Proposed Alteration	Proposed Replacement (if any)
d. <input type="checkbox"/> Bordering Land Subject to Flooding	N/A 1. square feet N/A 3. cubic feet of flood storage lost	N/A 2. square feet N/A 4. cubic feet replaced
e. <input type="checkbox"/> Isolated Land Subject to Flooding	N/A 1. square feet N/A 2. cubic feet of flood storage lost	N/A 3. cubic feet replaced
f. <input checked="" type="checkbox"/> Riverfront Area	Bowers Brook 1. Name of Waterway (if available) - specify coastal or inland	

2. Width of Riverfront Area (check one):

- 25 ft. - Designated Densely Developed Areas only
- 100 ft. - New agricultural projects only
- 200 ft. - All other projects

3. Total area of Riverfront Area on the site of the proposed project: 154,300
square feet

4. Proposed alteration of the Riverfront Area:

150 a. total square feet 0 b. square feet within 100 ft. 150 c. square feet between 100 ft. and 200 ft.

5. Has an alternatives analysis been done and is it attached to this NOI? Yes No

6. Was the lot where the activity is proposed created prior to August 1, 1996? Yes No

3. Coastal Resource Areas: (See 310 CMR 10.25-10.35)

Note: for coastal riverfront areas, please complete **Section B.2.f.** above.



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B. Buffer Zone & Resource Area Impacts (temporary & permanent) (cont'd)

Check all that apply below. Attach narrative and supporting documentation describing how the project will meet all performance standards for each of the resource areas altered, including standards requiring consideration of alternative project design or location.

Online Users:
 Include your document transaction number (provided on your receipt page) with all supplementary information you submit to the Department.

<u>Resource Area</u>	<u>Size of Proposed Alteration</u>	<u>Proposed Replacement (if any)</u>
a. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below	
b. <input type="checkbox"/> Land Under the Ocean	N/A 1. square feet N/A 2. cubic yards dredged	
c. <input type="checkbox"/> Barrier Beach	Indicate size under Coastal Beaches and/or Coastal Dunes below	
d. <input type="checkbox"/> Coastal Beaches	N/A 1. square feet	N/A 2. cubic yards beach nourishment
e. <input type="checkbox"/> Coastal Dunes	N/A 1. square feet	N/A 2. cubic yards dune nourishment
	<u>Size of Proposed Alteration</u>	<u>Proposed Replacement (if any)</u>
f. <input type="checkbox"/> Coastal Banks	N/A 1. linear feet	
g. <input type="checkbox"/> Rocky Intertidal Shores	N/A 1. square feet	
h. <input type="checkbox"/> Salt Marshes	N/A 1. square feet	N/A 2. sq ft restoration, rehab., creation
i. <input type="checkbox"/> Land Under Salt Ponds	N/A 1. square feet N/A 2. cubic yards dredged	
j. <input type="checkbox"/> Land Containing Shellfish	N/A 1. square feet	
k. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above	
	N/A 1. cubic yards dredged	
l. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	N/A 1. square feet	
4. <input type="checkbox"/> Restoration/Enhancement	If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.2.b or B.3.h above, please enter the additional amount here.	
	N/A a. square feet of BVW	N/A b. square feet of Salt Marsh
5. <input type="checkbox"/> Project Involves Stream Crossings		
	N/A a. number of new stream crossings	N/A b. number of replacement stream crossings



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C. Other Applicable Standards and Requirements

- This is a proposal for an Ecological Restoration Limited Project. Skip Section C and complete Appendix A: Ecological Restoration Limited Project Checklists – Required Actions (310 CMR 10.11).

Streamlined Massachusetts Endangered Species Act/Wetlands Protection Act Review

1. Is any portion of the proposed project located in **Estimated Habitat of Rare Wildlife** as indicated on the most recent Estimated Habitat Map of State-Listed Rare Wetland Wildlife published by the Natural Heritage and Endangered Species Program (NHESP)? To view habitat maps, see the *Massachusetts Natural Heritage Atlas* or go to http://maps.massgis.state.ma.us/PRI_EST_HAB/viewer.htm.

- a. Yes No **If yes, include proof of mailing or hand delivery of NOI to:**

Natural Heritage and Endangered Species Program
Division of Fisheries and Wildlife
1 Rabbit Hill Road
Westborough, MA 01581

MassGIS

b. Date of map

If yes, the project is also subject to Massachusetts Endangered Species Act (MESA) review (321 CMR 10.18). To qualify for a streamlined, 30-day, MESA/Wetlands Protection Act review, please complete Section C.1.c, and include requested materials with this Notice of Intent (NOI); OR complete Section C.2.f, if applicable. *If MESA supplemental information is not included with the NOI, by completing Section 1 of this form, the NHESP will require a separate MESA filing which may take up to 90 days to review (unless noted exceptions in Section 2 apply, see below).*

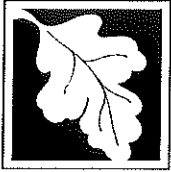
- c. Submit Supplemental Information for Endangered Species Review*

1. Percentage/acreage of property to be altered:
- | | |
|----------------------------------|----------------------------------|
| (a) within wetland Resource Area | <u>N/A</u>
percentage/acreage |
| (b) outside Resource Area | <u>N/A</u>
percentage/acreage |
2. Assessor's Map or right-of-way plan of site
2. Project plans for entire project site, including wetland resource areas and areas outside of wetlands jurisdiction, showing existing and proposed conditions, existing and proposed tree/vegetation clearing line, and clearly demarcated limits of work **
- (a) Project description (including description of impacts outside of wetland resource area & buffer zone)
- (b) Photographs representative of the site

* Some projects not in Estimated Habitat may be located in Priority Habitat, and require NHESP review (see <https://www.mass.gov/mass-endangered-species-act-mesa-regulatory-review>).

Priority Habitat includes habitat for state-listed plants and strictly upland species not protected by the Wetlands Protection Act.

** MESA projects may not be segmented (321 CMR 10.16). The applicant must disclose full development plans even if such plans are not required as part of the Notice of Intent process.



Massachusetts Department of Environmental Protection
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C. Other Applicable Standards and Requirements (cont'd)

(c) MESA filing fee (fee information available at <https://www.mass.gov/how-to/how-to-file-for-a-mesa-project-review>).

Make check payable to "Commonwealth of Massachusetts - NHESP" and **mail to NHESP** at above address

Projects altering 10 or more acres of land, also submit:

(d) Vegetation cover type map of site

(e) Project plans showing Priority & Estimated Habitat boundaries

(f) OR Check One of the Following

1. Project is exempt from MESA review.

Attach applicant letter indicating which MESA exemption applies. (See 321 CMR 10.14, <https://www.mass.gov/service-details/exemptions-from-review-for-projectsactivities-in-priority-habitat>; the NOI must still be sent to NHESP if the project is within estimated habitat pursuant to 310 CMR 10.37 and 10.59.)

2. Separate MESA review ongoing.

N/A

a. NHESP Tracking #

N/A

b. Date submitted to NHESP

3. Separate MESA review completed.

Include copy of NHESP "no Take" determination or valid Conservation & Management Permit with approved plan.

3. For coastal projects only, is any portion of the proposed project located below the mean high water line or in a fish run?

a. Not applicable – project is in inland resource area only b. Yes No

If yes, include proof of mailing, hand delivery, or electronic delivery of NOI to either:

South Shore - Cohasset to Rhode Island border, and the Cape & Islands:

North Shore - Hull to New Hampshire border:

Division of Marine Fisheries -
Southeast Marine Fisheries Station
Attn: Environmental Reviewer
836 South Rodney French Blvd.
New Bedford, MA 02744
Email: dmf.envreview-south@mass.gov

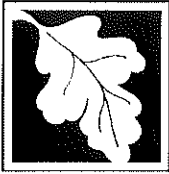
Division of Marine Fisheries -
North Shore Office
Attn: Environmental Reviewer
30 Emerson Avenue
Gloucester, MA 01930
Email: dmf.envreview-north@mass.gov

Also if yes, the project may require a Chapter 91 license. For coastal towns in the Northeast Region, please contact MassDEP's Boston Office. For coastal towns in the Southeast Region, please contact MassDEP's Southeast Regional Office.

c. Is this an aquaculture project?

d. Yes No

If yes, include a copy of the Division of Marine Fisheries Certification Letter (M.G.L. c. 130, § 57).



Massachusetts Department of Environmental Protection
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C. Other Applicable Standards and Requirements (cont'd)

Online Users:
Include your document transaction number (provided on your receipt page) with all supplementary information you submit to the Department.

4. Is any portion of the proposed project within an Area of Critical Environmental Concern (ACEC)?
- a. Yes No If yes, provide name of ACEC (see instructions to WPA Form 3 or MassDEP Website for ACEC locations). **Note:** electronic filers click on Website.
- b. ACEC
5. Is any portion of the proposed project within an area designated as an Outstanding Resource Water (ORW) as designated in the Massachusetts Surface Water Quality Standards, 314 CMR 4.00?
- a. Yes No
6. Is any portion of the site subject to a Wetlands Restriction Order under the Inland Wetlands Restriction Act (M.G.L. c. 131, § 40A) or the Coastal Wetlands Restriction Act (M.G.L. c. 130, § 105)?
- a. Yes No
7. Is this project subject to provisions of the MassDEP Stormwater Management Standards?
- a. Yes. Attach a copy of the Stormwater Report as required by the Stormwater Management Standards per 310 CMR 10.05(6)(k)-(q) and check if:
1. Applying for Low Impact Development (LID) site design credits (as described in Stormwater Management Handbook Vol. 2, Chapter 3)
 2. A portion of the site constitutes redevelopment
 3. Proprietary BMPs are included in the Stormwater Management System.
- b. No. Check why the project is exempt:
1. Single-family house
 2. Emergency road repair
 3. Small Residential Subdivision (less than or equal to 4 single-family houses or less than or equal to 4 units in multi-family housing project) with no discharge to Critical Areas.

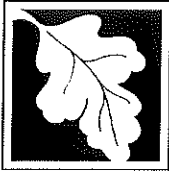
D. Additional Information

- This is a proposal for an Ecological Restoration Limited Project. Skip Section D and complete Appendix A: Ecological Restoration Notice of Intent – Minimum Required Documents (310 CMR 10.12).

Applicants must include the following with this Notice of Intent (NOI). See instructions for details.

Online Users: Attach the document transaction number (provided on your receipt page) for any of the following information you submit to the Department.

1. USGS or other map of the area (along with a narrative description, if necessary) containing sufficient information for the Conservation Commission and the Department to locate the site. (Electronic filers may omit this item.)
2. Plans identifying the location of proposed activities (including activities proposed to serve as a Bordering Vegetated Wetland [BVW] replication area or other mitigating measure) relative to the boundaries of each affected resource area.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 3 – Notice of Intent

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File Number

Document Transaction Number

Harvard

City/Town

D. Additional Information (cont'd)

3. Identify the method for BVW and other resource area boundary delineations (MassDEP BVW Field Data Form(s), Determination of Applicability, Order of Resource Area Delineation, etc.), and attach documentation of the methodology.

4. List the titles and dates for all plans and other materials submitted with this NOI.

Site Plan, prepared for Shaw Properties, LLC

a. Plan Title

David E. Ross Associates, Inc.

Daniel B. Wolfe, P.E.

b. Prepared By

c. Signed and Stamped by

5/3/23

1"=80'

d. Final Revision Date

e. Scale

f. Additional Plan or Document Title

g. Date

5. If there is more than one property owner, please attach a list of these property owners not listed on this form.
6. Attach proof of mailing for Natural Heritage and Endangered Species Program, if needed.
7. Attach proof of mailing for Massachusetts Division of Marine Fisheries, if needed.
8. Attach NOI Wetland Fee Transmittal Form
9. Attach Stormwater Report, if needed.

E. Fees

1. Fee Exempt: No filing fee shall be assessed for projects of any city, town, county, or district of the Commonwealth, federally recognized Indian tribe housing authority, municipal housing authority, or the Massachusetts Bay Transportation Authority.

Applicants must submit the following information (in addition to pages 1 and 2 of the NOI Wetland Fee Transmittal Form) to confirm fee payment:

232

2. Municipal Check Number

5-3-23

3. Check date

233

4. State Check Number

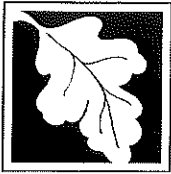
5-3-23

5. Check date

Shaw Properties, LLC

6. Payor name on check: First Name

7. Payor name on check: Last Name



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 3 – Notice of Intent

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File Number

Document Transaction Number

Harvard

City/Town

F. Signatures and Submittal Requirements

I hereby certify under the penalties of perjury that the foregoing Notice of Intent and accompanying plans, documents, and supporting data are true and complete to the best of my knowledge. I understand that the Conservation Commission will place notification of this Notice in a local newspaper at the expense of the applicant in accordance with the wetlands regulations, 310 CMR 10.05(5)(a).

I further certify under penalties of perjury that all abutters were notified of this application, pursuant to the requirements of M.G.L. c. 131, § 40. Notice must be made by Certificate of Mailing or in writing by hand delivery or certified mail (return receipt requested) to all abutters within 100 feet of the property line of the project location.

David B Wolf, AS AGENT
1. Signature of Applicant

5-4-23
2. Date

David B Wolf
3. Signature of Property Owner (if different)
5. Signature of Representative (if any)

5-4-23
4. Date
6. Date

For Conservation Commission:

Two copies of the completed Notice of Intent (Form 3), including supporting plans and documents, two copies of the NOI Wetland Fee Transmittal Form, and the city/town fee payment, to the Conservation Commission by certified mail or hand delivery.

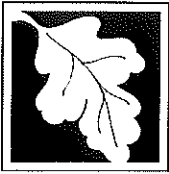
For MassDEP:

One copy of the completed Notice of Intent (Form 3), including supporting plans and documents, one copy of the NOI Wetland Fee Transmittal Form, and a **copy** of the state fee payment to the MassDEP Regional Office (see Instructions) by certified mail or hand delivery.

Other:

If the applicant has checked the "yes" box in any part of Section C, Item 3, above, refer to that section and the Instructions for additional submittal requirements.

The original and copies must be sent simultaneously. Failure by the applicant to send copies in a timely manner may result in dismissal of the Notice of Intent.



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
NOI Wetland Fee Transmittal Form
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



A. Applicant Information

1. Location of Project:

30 Cruft Lane	Harvard
a. Street Address	b. City/Town
233	\$70.00
c. Check number	d. Fee amount

2. Applicant Mailing Address:

a. First Name		b. Last Name	
Shaw Properties, LLC			
c. Organization			
4 Littleton Road			
d. Mailing Address			
Ayer	MA	01432	
e. City/Town	f. State	g. Zip Code	
978-4563527	tony@tureku.com		
h. Phone Number	i. Fax Number	j. Email Address	

3. Property Owner (if different):

Same		
a. First Name	b. Last Name	
c. Organization		
d. Mailing Address		
e. City/Town	f. State	g. Zip Code
h. Phone Number	i. Fax Number	j. Email Address

B. Fees

Fee should be calculated using the following process & worksheet. **Please see Instructions before filling out worksheet.**

Step 1/Type of Activity: Describe each type of activity that will occur in wetland resource area and buffer zone.

Step 2/Number of Activities: Identify the number of each type of activity.

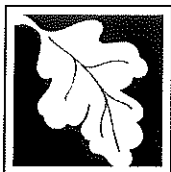
Step 3/Individual Activity Fee: Identify each activity fee from the six project categories listed in the instructions.

Step 4/Subtotal Activity Fee: Multiply the number of activities (identified in Step 2) times the fee per category (identified in Step 3) to reach a subtotal fee amount. Note: If any of these activities are in a Riverfront Area in addition to another Resource Area or the Buffer Zone, the fee per activity should be multiplied by 1.5 and then added to the subtotal amount.

Step 5/Total Project Fee: Determine the total project fee by adding the subtotal amounts from Step 4.

Step 6/Fee Payments: To calculate the state share of the fee, divide the total fee in half and subtract \$12.50. To calculate the city/town share of the fee, divide the total fee in half and add \$12.50.

To calculate filing fees, refer to the category fee list and examples in the instructions for filling out WPA Form 3 (Notice of Intent).



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
NOI Wetland Fee Transmittal Form
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Fees (continued)

Step 1/Type of Activity	Step 2/Number of Activities	Step 3/Individual Activity Fee	Step 4/Subtotal Activity Fee
Single Family Residential Lot 65 (Category 1)	1	\$110.00	\$110.00
+ 50% (Riverfront Zone)			\$165.00

Step 5/Total Project Fee: \$165.00

Step 6/Fee Payments:

Total Project Fee:	\$165.00
State share of filing Fee:	\$70.00
City/Town share of filing Fee:	\$95.00
	a. Total Fee from Step 5
	b. 1/2 Total Fee less \$12.50
	c. 1/2 Total Fee plus \$12.50

C. Submittal Requirements

- a.) Complete pages 1 and 2 and send with a check or money order for the state share of the fee, payable to the Commonwealth of Massachusetts.

Department of Environmental Protection
 Box 4062
 Boston, MA 02211

- b.) **To the Conservation Commission:** Send the Notice of Intent or Abbreviated Notice of Intent; a copy of this form; and the city/town fee payment.

To MassDEP Regional Office (see Instructions): Send a copy of the Notice of Intent or Abbreviated Notice of Intent; a copy of this form; and a copy of the state fee payment. (E-filers of Notices of Intent may submit these electronically.)

WPA Attachment A.

Massachusetts Wetlands Protection Act M.G.L. c. 131 s. 40

Proposed Project Description

Location: 30 Cruft Lane, Harvard, MA.

Owner: Shaw Properties, LLC

Project No. 34293

The scope of this project is to restore two areas within the bordering vegetated wetland that have been disturbed. One area was disturbed during firefighting operations during a brush fire in the spring of 2022. An Engine pulled off the gravel driveway and proceeded to get stuck in the wet meadow, causing a minor disturbance. The other area around the existing well house was also disturbed by the landowner in an effort to make improvements to the well house itself.

The restoration of the tire ruts will include the loosening of the soil that has been displaced and the subsequent grading of the area to pre-existing conditions. This grading will then facilitate future mowing of the open meadow which is a condition of the Conservation Restriction that has been placed on the property. The other area around the well house will have a small glazing of loam placed over the disturbed areas and this will then be seeded with a New England Meadow Mix. All disturbed surfaces will be surrounded by a siltation barrier prior to any work and will remain in place until the areas have become fully stable.

Supplemental Information:

- No portion of the work is located within an NHESP Priority and Estimated Habitat Area.
- No portion of the project is located within an ACEC.
- None of the disturbance is located within the FEMA 100-year flood zone.
- There are no Outstanding Resource Waters on the site.

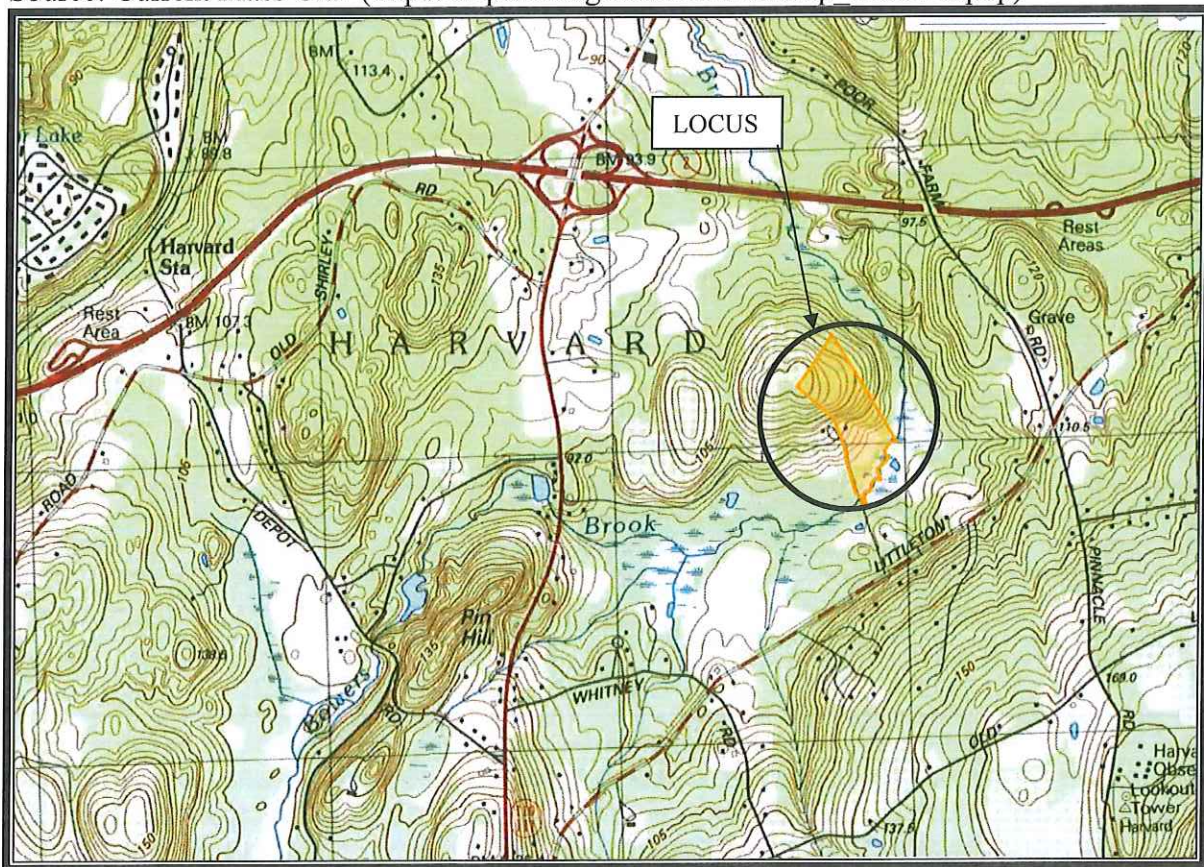
DAVID E. ROSS ASSOCIATES, INC.

Civil Engineers, Land Surveyors, Environmental Consultants

USGS

Site: #30 Cruft Lane – Harvard, MA
(Map 13 – Parcel 5)

Source: Current Mass GIS (http://maps.massgis.state.ma.us/map_ol/oliver.php)



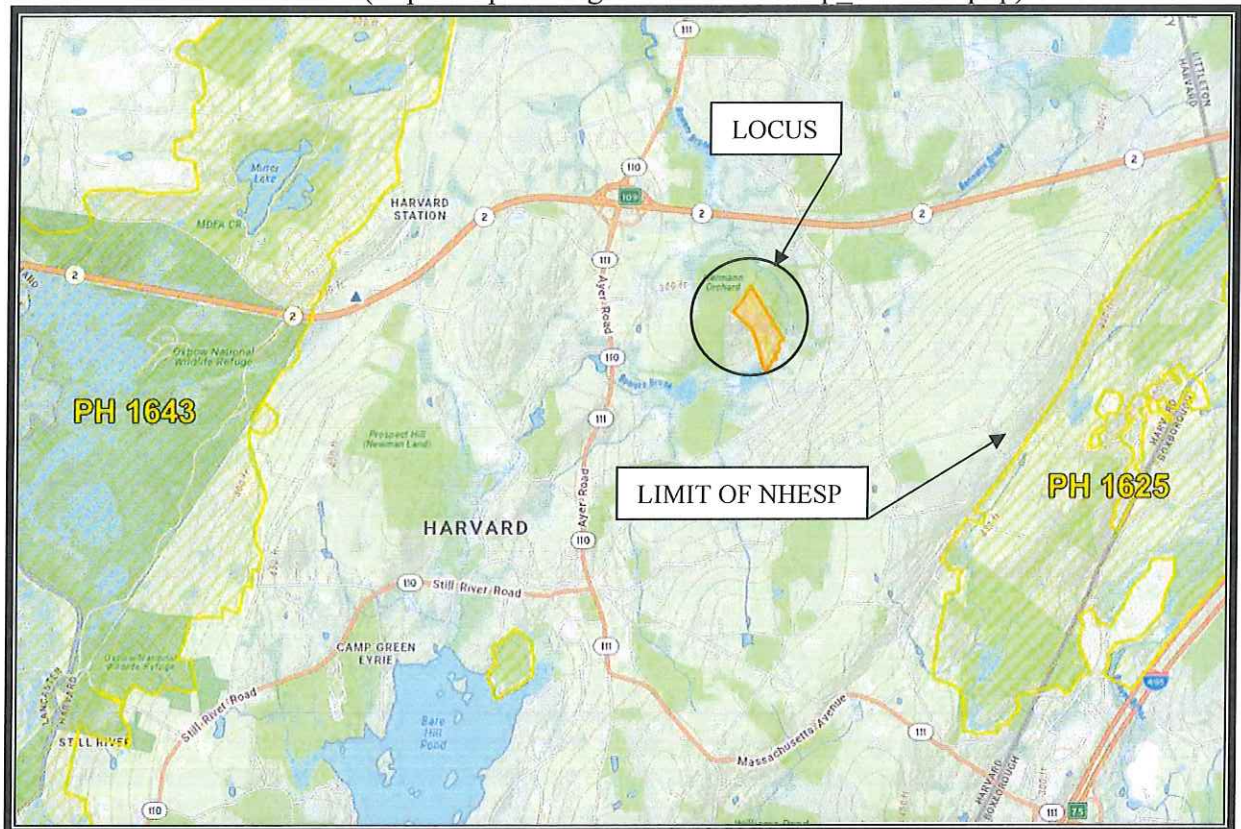
DAVID E. ROSS ASSOCIATES, INC.

Civil Engineers, Land Surveyors, Environmental Consultants

NHESP

Site: #30 Cruft Lane – Harvard, MA
(Map 13 – Parcel 5)

Source: Current Mass GIS (http://maps.massgis.state.ma.us/map_ol/oliver.php)



National Flood Hazard Layer FIRMette

71°34'32"W 42°31'11"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with draining areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes, Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS

- No SCREEN
- Area of Minimal Flood Hazard Zone X
- Effective LOMRS
- Area of Undetermined Flood Hazard Zone X

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

CROSS SECTIONS WITH 1% ANNUAL CHANCE WATER SURFACE ELEVATION

- 20.2
- 17.5
- 8
- 50

OTHER FEATURES

- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

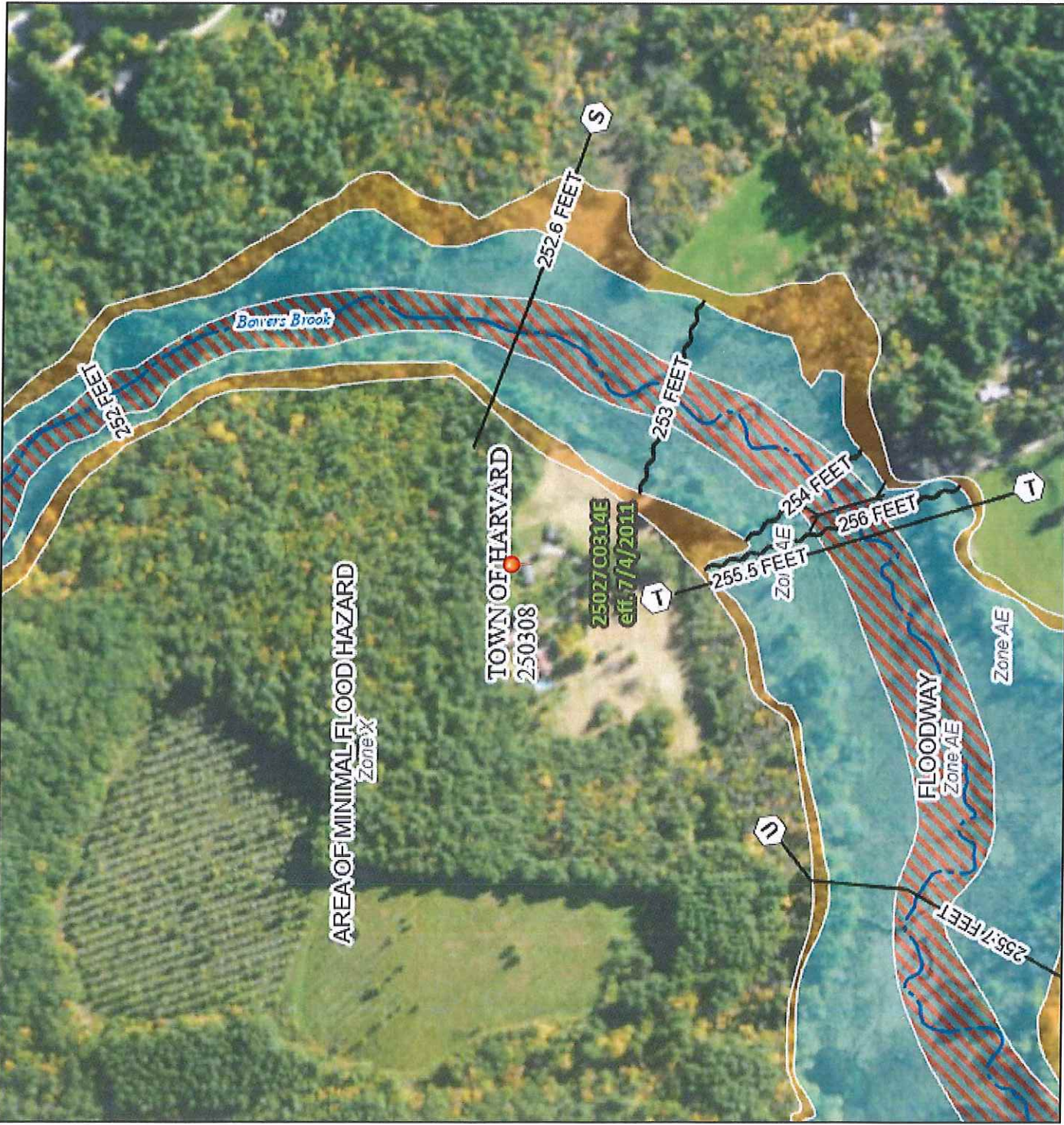
- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/24/2023 at 11:26 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



FORM A
NOTICE OF FILING

DATE: May 4, 2023
FROM: Shaw Properties, LLC
(applicant)

RE: Property located at: 30 Cruft Lane

Address: 4 Littleton Road, Ayer, MA 01432

Telephone: 978-456-3527

A. Pursuant to the requirements of M.G.L. Chapter 131 §. 40 and /or the Harvard Wetlands Bylaw I am submitting herewith a complete copy of a Request for Determination of Applicability or an Application for a Harvard Wetland Permit. Copies of this complete application have been submitted as required under subsection 147-14 Notice to Town Boards by certified mail or hand delivery as follows:

	Date of Submittal
Conservation Commission (10 copies)	<u>5/4/23</u>
Department of Environmental Protection (2 copies)	<u>5/4/23</u>
_____	_____
_____	_____
_____	_____

(add boards as specified at time of filing)

B. Have the abutters to the property on which the work is proposed, been notified about the filing of this application, on Form B? Yes (attach a certified list of abutters) No

C. If the owner of the land is other than the Applicant, the owner must either sign this application in the space provided or provide written authorization for the Applicant to apply.

Owner's Signature _____ Date: _____

D. Please check the appropriate box(s):

- Request for Determination of Applicability
- Notice of Intent
- Abbreviated Notice of Intent
- Abbreviated Notice of Resource Area Delineation
- Amendment of the Order of Conditions

E. Have the appropriate Town filing fees been included? Yes No

FORM B
NOTIFICATION TO ABUTTERS
MASSACHUSETTS WETLAND PROTECTION ACT
AND HARVARD WETLANDS PROTECTION BYLAW

DATE: May 4, 2023 Certified Mail # _____
or Date of Hand Delivery: _____

TO: _____
(abutter) (address)

FROM: Shaw Properties, LLC, 4 Littleton Road, Ayer 978-456-3527
(applicant) (address) (Telephone No.)

RE: Property identified on Harvard Assessors Map # 13 Parcel 5
The address of the lot where the activity is proposed is:
30 Cruft Lane, Harvard

Pursuant to the requirements of the Harvard Wetlands Protection Bylaw and the second paragraph of Massachusetts General Laws Chapter 131 §40, you are hereby notified that the following forms have been filed with the Harvard Conservation Commission:

A Notice of Intent or Abbreviated Notice of Intent seeking permission to conduct one or more of the following, remove, fill, dredge, or alter an Area Subject to Protection Under the Wetlands Protection Act (General Laws Chapter 131, §40) and the Harvard Wetlands Protection Bylaw (Chapter 119 of the Code of the Town of Harvard).

An Abbreviated Notice of Resource Area Delineation for confirmation of the delineation of a Bordering Vegetated Wetland (BVW) for projects in the buffer zone under the Wetlands Protection Act (General Law Chapter 131, § 40) and the Harvard Wetlands Protection Bylaw (Chapter 119 of the Code of the Town of Harvard).

A Request for Determination of Applicability of the Harvard Wetlands Protection Bylaw (Chapter 119 of the Code of the Town of Harvard) and the State Wetlands Protection Act (General Laws Chapter 131, §40)

Amendment to the Order of Conditions under the Harvard Wetland Bylaw (Chapter 119 of the Code of the Town of Harvard)

The Harvard Wetlands Protection Bylaw defines abutters as those persons whose property is within 300 feet of the boundary of the property or whose property lies across a traveled way or railroad bed from the property identified above. Notices shall be sent to the most recent owner of the property according to the most recent Assessors record. The list of abutters shall be certified by the Board of Assessors.

The Harvard Conservation Commission will hold a public hearing on the filing within twenty-one (21) days upon receipt of the complete application. Notice of this public hearing will be given at least five (5) days prior to the hearing, in a local newspaper, as well as appear on the Town of Harvard website at www.harvard.ma.us.

Plans for this project and a copy of the application are on file with the Land Use Board Office. Copies may be obtained from the Applicant's Representative by calling the following telephone number 978-772-6232 between the hours of 8 am and 4 pm on the following days of the week Monday - Friday.

The hearing can be subsequently continued to a later date by the Commission with the agreement of the Applicant.

To contact the Central Region DEP office call 508-792-7650.

FORM C

REQUEST FOR WAIVER

HARVARD WETLANDS PROTECTION BYLAW

Date: May 4, 2023

To: Harvard Conservation Commission

From: Shaw Properties, LLC
(name of petitioner)

4 Littleton Road, Ayer, MA 01432
(address of petitioner)

RE: Harvard Wetlands Rules and Regulations

Request for Waiver

Pursuant to the provisions of §147-3 of the Regulations for the administration of The Harvard Wetlands Protection Bylaw, I hereby request a waiver from the Commission for compliance with the following section of the regulations:

147-12 SETBACKS - See Attached Narrative dated May 4, 2023.

The waiver is requested for the following reason(s):

See Attached Narrative dated May 4, 2023.

Signature of petitioner 
AS AGENT

Telephone # 978-456-3527

DAVID E. ROSS ASSOCIATES, INC.

Civil Engineers, Land Surveyors, Environmental Consultants

May 4, 2023

Harvard Conservation Commission
13 Ayer Road
Harvard, MA 01451

Re: 30 Cruft Lane, Harvard
Project No.34293

Dear Commission Members:

On behalf of our client, Shaw Properties, LLC, we wanted to present to you our proposed project and details of the waiver that we are requesting from the Harvard Wetland Bylaw.

As mentioned within the Notice of Intent, there are two areas within the resource areas of this property that have been disturbed and will need restoration. One area was disturbed during firefighting operations during a brush fire in the spring of 2022. The fire engine pulled off the gravel driveway, into the wet meadow and proceeded to get stuck, causing a minor disturbance. The other area around the existing well house was also disturbed by the landowner in an effort to make improvements to the well house itself.

The restoration of the tire ruts from the Engine will include the loosening of the soil that has been displaced and subsequent grading of the area to pre-existing conditions. This grading will then facilitate future mowing of the open meadow which is a condition of the Conservation Restriction that has been placed on the property. The other area around the well house will have a small glazing of loam placed over the disturbed areas and this will then be seeded with a New England Meadow Mix. All disturbed surfaces will be surrounded by the appropriate erosion control methods. Both activities are to take place within the bordering vegetated wetland and will require a waiver from your bylaws.

Based on the need to perform the above detailed work, we ask for your consideration of the following waiver as it relates to 147-12 (Setbacks) of the Harvard Wetland Bylaw:

1. No Disturbances within 50 feet of the Resource Area. As described above, both areas will be within the bordering vegetated wetland. Each area will have the preventative erosion controls in place prior to the work beginning and will stay in place until the areas have completely stabilized.

Thank you for your consideration of this waiver and we look forward to discussing this in more detail at our upcoming public hearing.

Very truly yours,
DAVID E. ROSS ASSOCIATES, INC.

By:



Daniel B. Wolfe, P.E.

FORM D
PERMISSION FOR ACCESS

TO: Harvard Conservation Commission
13 Ayer Road
Harvard, MA 01451

From: Shaw Properties, LLC
4 Littleton Road
Ayer, MA 01432

Pursuant to §147-6.D. or §147-11.D. of the Wetlands Protection Bylaw Rules, I do hereby grant the Harvard Conservation Commission and/or its consultants access to the project site under consideration for a Determination of Applicability, Notice of Intent, Abbreviated Notice of Intent, Abbreviated Notice of a Resource Area Delineation or an Amendment to the Order of Conditions any time from the receipt of such notice through the issuance of a Certificate of Compliance, Negative Determination, expiration of a Positive Determination and/or an Order of Resource Area Delineation.

Signed:  AS AGENT Date 5-4-23
Owner or Authorized Applicant from Form A part C

FORM E

PERMISSION TO BILL APPLICANT DIRECTLY FOR LEGAL NOTICE

TO: Harvard Conservation Commission
13 Ayer Road
Harvard, MA 01451

FROM: Shaw Properties, LLC
4 Littleton Road
Ayer, MA 01432

I hereby authorize Harvard Press to bill me directly for the legal notice published for a public hearing with the Harvard Conservation Commission.

Signed: David B. Wolf, AS AGENT Date 5-4-23
Owner or Authorized Applicant from Form A part C

FORM F

Wetland filing fees calculation worksheet for work in resource areas

	Fee	Total
<u>Notice of Intent Fees</u>		
) <i>Single family</i>		
Septic Repair or Upgrade (Enter Fee & Skip to Total Fee)	\$200.00	_____
New Construction or alteration involving 500sf or less of total construction	\$300.00	<u>\$300</u>
New Construction or alteration involving 501sf to 1499sf of total construction	\$600.00	_____
New Construction or alteration involving 1500 sf or more of total construction	\$900.00	_____
) <i>Subdivision/mini Subdivision</i>		
Roads and Utilities only	\$1,500.00	_____
Multifamily/Condominium Structures construction	\$1,500.00	_____
) <i>Commercial or Industrial Projects</i>	\$1,500.00	_____
<u>Additional charges under a Notice of Intent for disturbance within the buffer zone</u>		
) Disturbance within the buffer zone	_____ sf	x 0.25 = _____
) Confirmation delineated wetland line	_____ linear ft	x 0.50 = _____
) Alteration or replication of wetlands	<u>210</u> sf	x 1.00 = <u>\$210</u>
 TOTAL FILING FEE		 <u>\$510</u>
 Fee doubled if Notice of Intent is filed after work began or an Enforcement Order was issued		 x 2 = <u>\$1,020</u>
<u>Other fees</u>		
Request for an amendment to an Order of Conditions	\$200.00	_____
Request for an extension to an Order of Conditions	\$125.00	_____
Request for a reissued Certificate of Compliance	\$100.00	_____
Request for an Emergency Certificate of Compliance	\$200.00	_____
Request for an Emergency Certification Form	\$200.00	_____
Request for Certificate of Compliance with Expired OOC or Partial Certificate of Compliance	\$125.00	_____
Request for Determination of Applicability (RDA)	\$100.00	_____
Abbreviated Notice of Resource Area Delineation (ANRAD) (Minimum \$100.00, Maximum 1,500.00)	_____ linear ft	x \$1.50= _____
 Note: These fees are in addition to recording and advertising fees, and to the State Wetlands Program Fees charged under MGL, Ch. 131 Sec.40 and 310 CMR 4.10(8)(n).		
 TOTAL FEE PAYABLE TO THE TOWN OF HARVARD		 <u>\$1,020</u>



Abutters List Report

Town of Harvard, MA

Date: April 24, 2023

Parcel Number: 013-005-000

Property Address: 30 Cruft Ln

Abutters To: 300ft

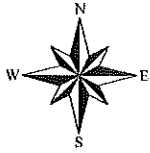
The above Certified Abutters List is a true copy of the records in the Town of Harvard Assessor's office for the last known names and addresses of owners of land located within the above stated range of the subject property.

Signed:

Date:

4/24/23

Carol Dearborn
Assistant Assessor
(978) 456-4100 x315



30 CRUFT LN

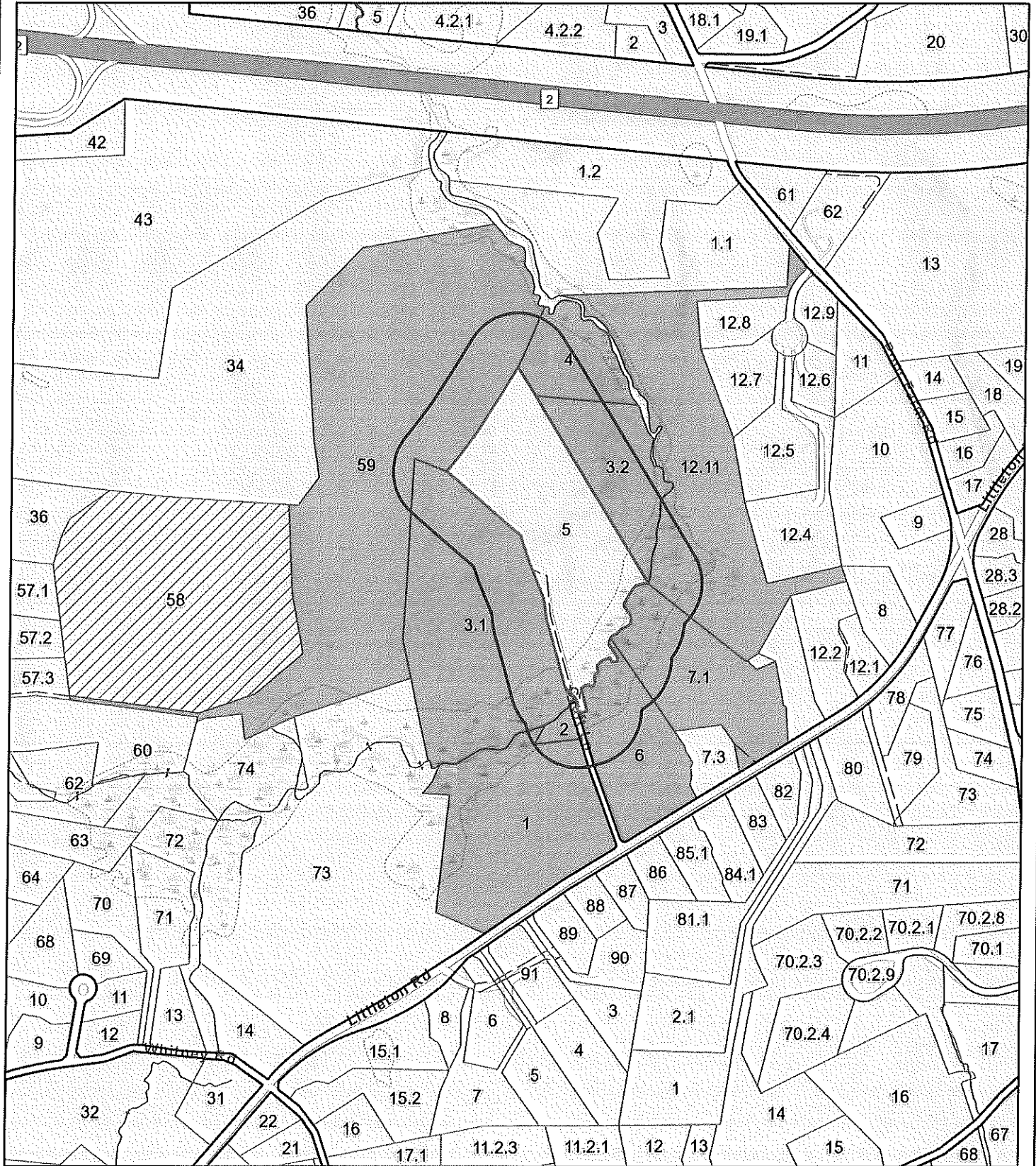
Town of Harvard, MA

1 inch = 752 Feet



www.cai-tech.com

April 24, 2023



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



300 feet Abutters List Report

Harvard, MA
April 24, 2023

Subject Property:

Parcel Number: 013-005-000-000
CAMA Number: 013-005-000-000
Property Address: 30 CRUFT LN

Mailing Address: SHAW PROPERTIES, LLC
4 LITTLETON RD
AYER, MA 01432

Abutters:

Parcel Number: 012-059-000-000
CAMA Number: 012-059-000-000
Property Address: AYER RD

Mailing Address: HARVARD, TOWN OF, CONSERVATION
13 AYER RD
HARVARD, MA 01451

Parcel Number: 013-001-000-000
CAMA Number: 013-001-000-000
Property Address: LITTLETON RD

Mailing Address: SHAW, JOSEPH ANTHONY
195 PROSPECT HILL RD
HARVARD, MA 01451

Parcel Number: 013-002-000-000
CAMA Number: 013-002-000-000
Property Address: CRUFT LN

Mailing Address: HARVARD, TOWN OF, CONSERVATION
13 AYER RD
HARVARD, MA 01451

Parcel Number: 013-003-001-000
CAMA Number: 013-003-001-000
Property Address: 31 CRUFT LN

Mailing Address: NESTER, MARGARET COYLE
PO BOX 495
HARVARD, MA 01451

Parcel Number: 013-003-002-000
CAMA Number: 013-003-002-000
Property Address: CRUFT LN

Mailing Address: HARVARD, TOWN OF, CONSERVATION
13 AYER RD
HARVARD, MA 01451

Parcel Number: 013-004-000-000
CAMA Number: 013-004-000-000
Property Address: LITTLETON RD

Mailing Address: HARVARD, TOWN OF, CONSERVATION
13 AYER RD
HARVARD, MA 01451

Parcel Number: 013-006-000-000
CAMA Number: 013-006-000-000
Property Address: 8 CRUFT LN

Mailing Address: SHAW MARK
8 CRUFT LN
HARVARD, MA 01451

Parcel Number: 013-007-001-000
CAMA Number: 013-007-001-000
Property Address: 131 LITTLETON RD

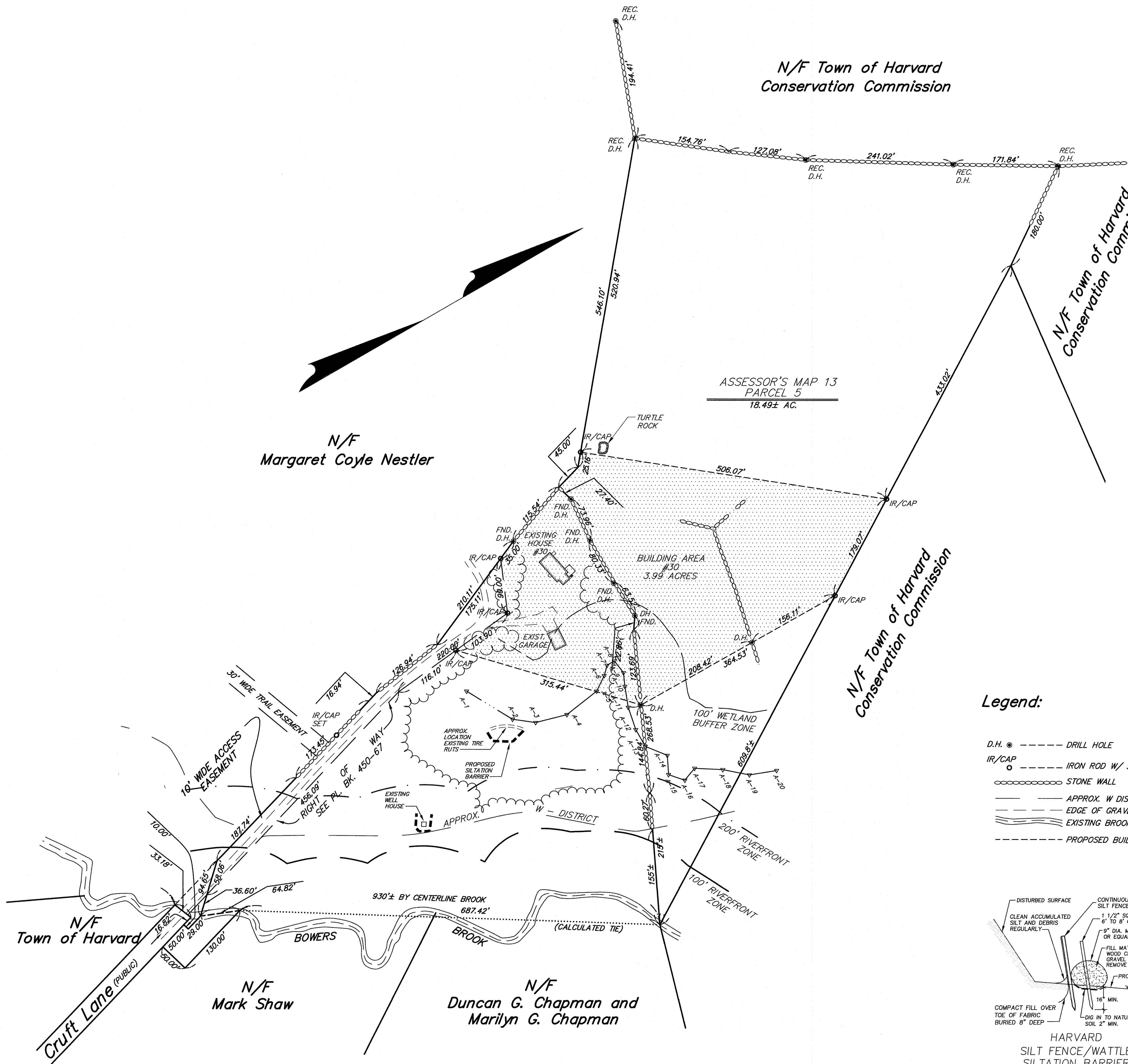
Mailing Address: CHAPMAN, DUNCAN G & MARILYN G
131 LITTLETON RD
HARVARD, MA 01451

Parcel Number: 013-012-011-000
CAMA Number: 013-012-011-000
Property Address: LITTLETON RD

Mailing Address: MICHAEL MORTON, ABBE ALPERT, GINA
ASHE, et al, TRU
P.O. BOX 31
HARVARD, MA 01451



www.cai-tech.com



N/F Town of Harvard
Conservation Commission

N/F
Margaret Coyle Nestler

ASSESSOR'S MAP 13
PARCEL 5
18.49± AC.

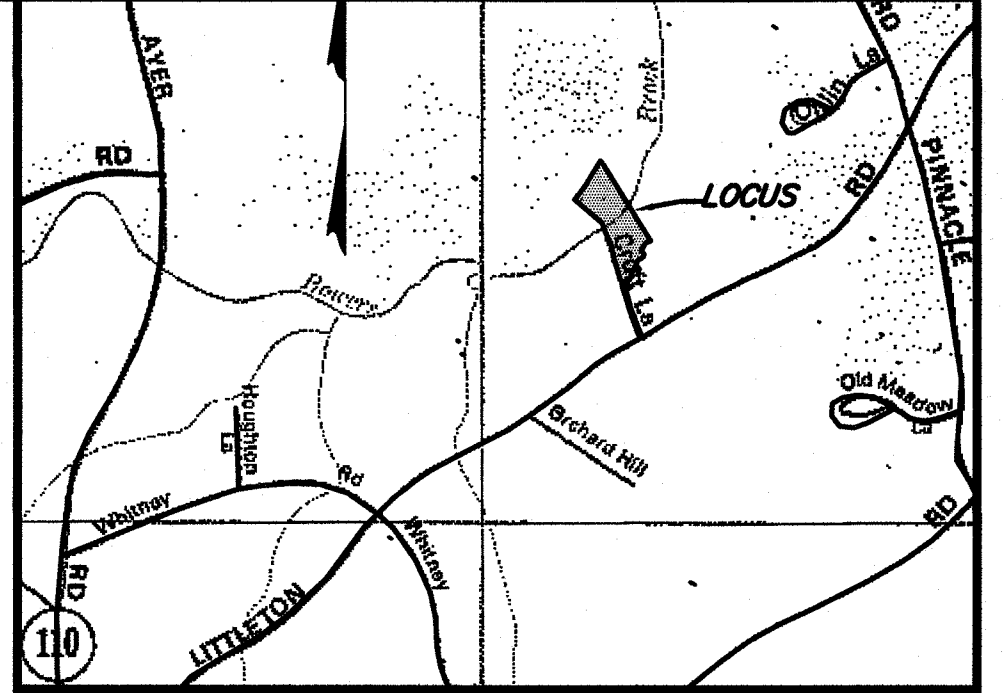
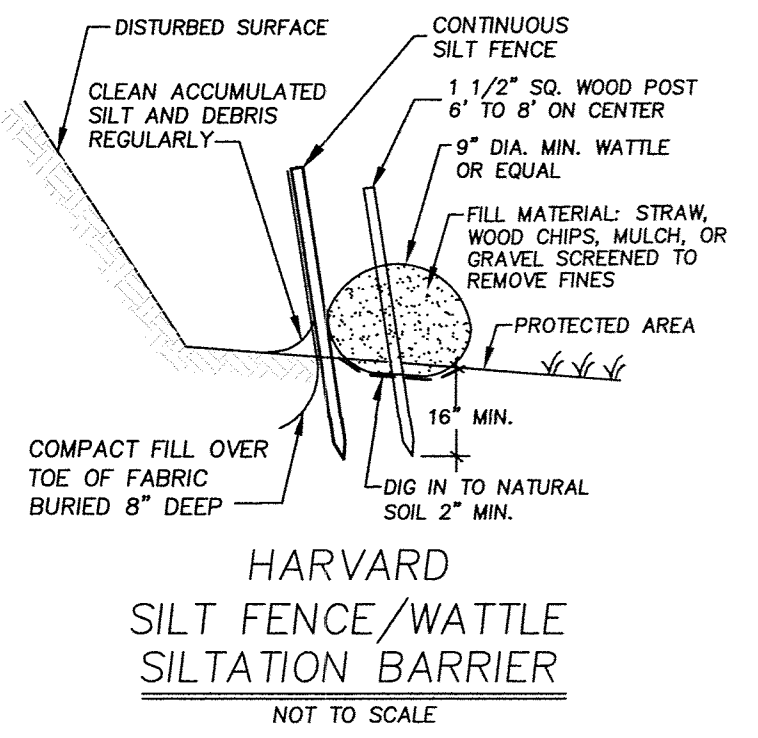
N/F Town of Harvard
Conservation Commission

N/F
Duncan G. Chapman and
Marilyn G. Chapman

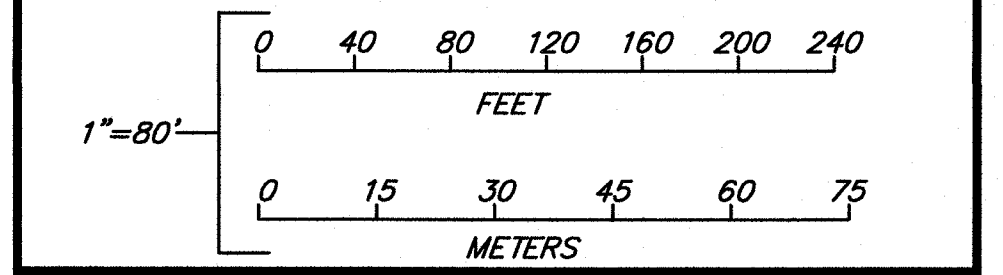
N/F
Mark Shaw

N/F
Town of Harvard

- Legend:**
- D.H. ● ----- DRILL HOLE
 - IR/CAP ○ ----- IRON ROD W/ SURVEYOR'S CAP
 - STONE WALL
 - APPROX. W DISTRICT LINE
 - EDGE OF GRAVEL ROAD
 - EXISTING BROOK
 - PROPOSED BUILDING AREA

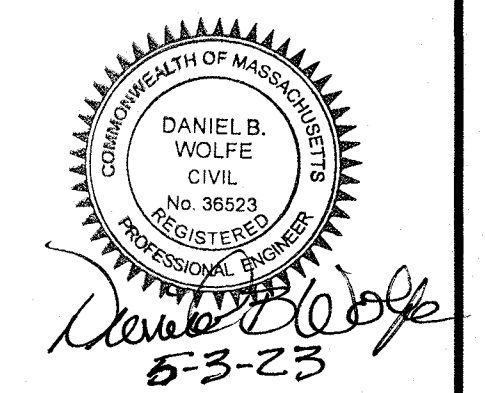


LOCUS MAP
NOT TO SCALE



SURV.: MSB/JDS	CALC.: JPG	DRAFT: PJT
NB: 814-26, 780M-37	DEED: 51543-227	CHECK: DBW

REVISIONS	



SHEET TITLE:
SITE PLAN

DESIGNED FOR:
SHAW PROPERTIES, LLC

ADDRESS:
**#30 CRUFT LANE
HARVARD, MA**

LOT NO.: --	ASSESSOR MAP: 13	ASSESSOR PARCEL: 5
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DAVID E. ROSS ASSOCIATES, INC.
CIVIL ENGINEERS - LAND SURVEYORS
ENVIRONMENTAL CONSULTANTS

6 Lancaster County Road
P.O. Box 795
Harvard, MA 01451-0795

978-772-6232
FAX 978-772-6258
www.davidross.com

SCALE: 1"=80'	DATE: MAY, 2023
REF.: L-13821, L-13936	PLAN NO.: L-14644
JOB NO.: 34293	SHEET NO.: 1 of 1

