

**TOWN OF HARVARD  
CONSERVATION COMMISSION AGENDA  
THURSDAY NOVEMBER 16, 2023 @7:00PM**

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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.

Hildreth Pro is inviting you to a scheduled Zoom meeting.

Topic: Conservation Commission

Time: Nov 16, 2023 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87407211008?pwd=b3krU1JseHJJNVJrWIE3MEJ1WW1ldz09>

Meeting ID: 874 0721 1008

Passcode: 332147

One tap mobile +16469313860,,87407211008# US

+19294362866,,87407211008# US (New York)

Dial by your location

- +1 646 931 3860 US
- +1 929 436 2866 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US

Meeting ID: 874 0721 1008

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

**New Business:**

1. Harvard Snowmobile Club Annual Pre-Season Update
2. Act on Littleton County Road Project Conservation Restriction Municipal Certification

**Public Hearings:**

- 7:25pm **Continuation of an Abbreviated Notices of Intent Hearing – Harvard Conservation Trust, Muller Land, Littleton County Road (Map 18 Parcel 42)**, for invasive plant removal, native plant re-introduction and wildlife habitat restoration within the 100’ wetland buffer zone and 200’ riverfront area – **Request for Waiver**
- 7:27pm **Continuation of an Abbreviated Notices of Intent Hearing – Harvard Conservation Trust, Coke-Newsham Land, Whitney & Littleton Roads (Map 17B Parcels 31, 32 & 38)**, for invasive plant removal, native plant re-introduction and wildlife habitat restoration within the 100’ wetland buffer zone – **Request for Waiver**
- 7:30pm **Request for Determination of Applicability Hearing – Harvard Parks & Recreation Commission, McCurdy Track, 34 Lancaster County Road, Harvard#1023-03** for the installation of a new drain to tie into an existing drainage system, sun-shade, and the regrading and planting of an area to prevent erosion within the 100’ wetland buffer zone
- 7:45pm **Continuation of a Notice of Intent Hearing – Juno Construction LLC, Ayer & Old Mill Roads, (Map 4 Parcels 52, 52.1, 52.2 & 53), DEP#177-33, Harvard#0923-01**, for the construction of one duplex unit, deck, drainage, public water supply wells, tree clearing, grading and associated utilities within the 100’ wetland buffer zone and the 200’ riverfront area– **Request for Waiver**
- 8:30pm **Continuation of a Notice of Intent Hearing – Travis Dery, 62 Old Littleton Road, DEP#177-729, Harvard#1023-01**, for the installation of a pool within the 100’ wetland buffer zone
- 8:45pm **Continuation of a Notice of Intent Hearing - Rachel Broadhurst, 41 Pinnacle Road, DEP#177-728, Harvard#0823-03**, for the construction of a paddock within 100’ of a wetland resource area and the restoration of the resource area after enforcement – **Request for Waiver**

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.

**Old Business:**

1. Discuss Engaging a Minute Clerk
2. Role of Conservation Commission Members
3. Status Report Pine Hill Village, DEP#177-586
4. Status Report 90 Warren Ave, DEP#177-719, Harvard#1122-02

**Standard Business:**

1. Update from Representatives/Liaisons
2. Approve Minutes
3. Approve Invoice – Bear Hill Landscaping (Herman Orchard) \$4,000.00

**NEXT MEETING: DECEMBER 7, 2023**

**AS**

**Grantor:** Trustees of the Harvard Conservation Trust  
**Grantee:** Town of Harvard  
**Premises:** Littleton County Road, Harvard  
**For Title See:** Worcester Registry Book \_\_\_\_\_, Page \_\_\_\_\_

GRANT OF CONSERVATION RESTRICTION  
TO  
The Town of Harvard

**I. STATEMENT OF GRANT**

The [LIST TRUSTEES INDIVIDUALLY], Trustees of the Harvard Conservation Trust, with a place of business at P.O. Box 31, 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 four hundred eighty eight thousand six hundred dollars (\$488,600), 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 39.5 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.

The Conservation Restriction 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 held on April 29, 2023, an attested copy of which vote is attached hereto as Exhibit C (the “CPA Vote”). Pursuant to Section 12(b) of Chapter 44B of the Massachusetts General Laws, and pursuant to the CPA Vote, the Conservation Restriction is under the care, custody, and control of the Conservation Commission of the Town of Harvard.

## II. PURPOSES:

This Conservation Restriction (referred to herein as “Conservation Restriction” or “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 purposes of this CR (“Purposes”) is to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition and available for agricultural use and passive outdoor recreation, and to prevent any use or change that would materially impair or interfere with its agricultural or conservation values (as defined below).

The CR was acquired utilizing, in part, a Massachusetts Municipal Vulnerability Program grant which was awarded to protect the ecologically sensitive and climate resilient land, preserve the active farmland, and to ensure the existing open space corridors do not become fragmented.

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

- Open Space. The Premises contribute to the protection of the scenic and natural character of the High Ridge Corridor in Harvard, and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises abuts land already conserved, including a 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.
- Soils and Soil Health. The premises include 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 as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.
- Working Farmland. The protection of the Premises will ensure that the open fields contained on the Premises will be permanently available for agriculture that is consistent with the Purposes. The land currently supports a productive agricultural operation, the continuation of which will preserve uses that are integral to the history of the Premises and the Town.
- Wildlife Habitat. The entirety of the Premises is designated by the MA Division of Fisheries and Wildlife acting by and through its Natural Heritage and Endangered Species Program (NHESP) as “Priority Habitats of Rare and Endangered Species”, the protection of which aligns with NHESP’s wildlife and habitat protection objectives.
- Biodiversity. The entirety of the Premises is designated as BioMap3 Core Habitat as defined by the Massachusetts NHESP. BioMap3, published in 2022, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring

the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. *BioMap3* is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.

- Habitat Connectivity and Ecosystem Integrity. The Premises include 9 acres identified by the UMass Conservation Assessment and Prioritization System (CAPS) as Top 50 Index of Ecological Integrity. CAPS measures the climate resiliency and ecosystem integrity of land and can be used to demonstrate the value of land as having outstanding unfragmented habitat value and climate resiliency.
- Wetlands. The approximately 2 acres of marsh and forested wetlands on the Premises provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).
- Climate Change Resiliency. The Premises is identified as areas of both slightly above average or average Terrestrial Resilience according to The Nature Conservancy's (TNC) Resilient Land Mapping Tool, including recognized Landscape Diversity and average and slightly above average Local Connectedness. TNC's Resilient Land Mapping Tool was developed in order to map 'climate-resilient' sites that are 'more likely to sustain native plants, animals, and natural processes into the future.' The protection of these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions.
- Public Access. Public access to the Premises will be permitted for passive recreation, education and nature study as set forth in this CR, with trails connecting to an extensive trail network on abutting parcels of protected open space.
- Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy.  
The Premises are categorized as a high priority for protection by the Town of Harvard Open Space Committee to protect the ecologically sensitive and climate resilient land, to preserve the active farmland, and to ensure the existing open space corridors do not become fragmented. These are documented in their annual reports, and in the Town of Harvard's 2023 Open Space and Recreation Plan.

The land is also listed as important to protect by the 2021 Apple Country Report, a regional assessment of Nature Based Solutions to provide climate resiliency. The 2022 Town of Harvard Climate Action Plan will implement recommendations from the 2021 Apple Country Report which lists the "High Ridge" as a unique feature and a priority habitat area.

### III. PROHIBITED AND PERMITTED ACTS AND 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. Structures and Improvements. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing or otherwise destroying trees, grasses, or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision; Subdividing or conveying a part or portion of the Premises alone, (as compared to conveyance of the Premises in its entirety which shall be permitted without Grantee consent), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;

9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Commercial Recreational Uses. Commercial recreational activities;
12. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
13. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Agricultural and Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Agricultural and Conservation Values.

## **B. Permitted Acts and Uses**

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, 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.
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;

5. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
6. Trails. Maintaining and constructing trails as follows:
  - a) Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to 30 feet in width overall, with a treadway up to 6 feet in width.
  - b) New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.
  - c) Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;

Trails may be created or relocated or temporarily closed in whole or in part upon mutual agreement of Grantor and Grantee for any reason, including interference of the agricultural use of the Premises.

7. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises, interpretive signage, and the protected agricultural conservation values, in compliance with Town Zoning bylaws.
8. Motorized Vehicles. Use of motorized vehicles only as necessary for agricultural, forestry, and other activities permitted by this CR, and to assist the mobility of handicapped persons, or for emergency purposes, specifically including the use, parking and storage of such motor vehicles that are incidental to the permitted recreational and agricultural uses hereunder. Parking and storage of permitted vehicles from dusk to dawn is restricted to the building envelopes as described in Paragraph III.C.4.
9. Outdoor Passive Recreational Activities. Biking, walking, hiking, 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.

10. 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.
11. Forest Management. [Subsections a-b of model deleted in entirety per CR model instructions since subsection c is adequate standalone]
  - a. Harvesting For Personal Use. The sustainable cutting of trees only for the Grantor's personal use, not to exceed 6 cords or equivalent volume per year, shall not require a Forestry Plan provided that any such cutting complies with the recommended activities and guidelines and required best management practices established in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts, Amherst & DCR; 2013) and subsequent versions as may be approved by the Massachusetts Bureau of Forest Fire Control and Forestry ("Forestry BMPs").
12. 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 Grantee as described in Paragraph 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.  
  
[Section 12, Agricultural Activities section deleted in its entirety. Such activities are allowed and described in Special Use Area section below]
13. Green Energy. With prior written approval of the Grantee, constructing energy producing structures and associated transmission lines that produce negligible or no pollution or carbon emissions ("Green Energy Structures") to supply power for any Permitted Acts and Uses on the Premises as defined in Paragraphs III.B and III.C. In addition to the terms of Paragraph III.F., When considering whether to grant approval, the Grantee will take into consideration the energy needs related to the relevant Permitted Act(s) and Use(s). While it is agreed that some power may be fed back into the public power grid during high production periods, such Green Energy Structures shall be limited to a capacity not higher than that necessary to meet, or exceed by up to 20% at the time of installation, the power requirements of the Permitted Acts and Uses;
14. Subdivision. Subdivision and sale of the portion of the Premises shown as "Agricultural Zone" on the Plan attached hereto as Exhibit B subject to the requirements of this CR, without the prior written consent or approval of the Grantee.

15. Commercial Passive Recreational Activity. Commercial passive recreational activities for educational, municipal or charitable purposes, provided these do not interfere with the purposes of this CR.

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### C. Special Use Area

The Grantor reserves the right to conduct or permit the following activities and uses only within the area shown on the Plan as “Agricultural Zone” in addition to the Permitted Acts and Uses described in Paragraph III.B:

- 1) New Temporary Buildings, Structures, and Uses. In addition to the buildings and structures permitted in the “Building Envelope” as described below in Paragraph III.C.4, the following new non-habitable temporary buildings, structures, and uses shall be allowed anywhere in the Agricultural Zone, subject to Notice and Approval by the Grantee as described in Paragraph III.H:
  - a) 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. For the purposes of this Conservation Restriction, the term “temporary” shall mean any improvement without a foundation that can be constructed or removed without significant disturbance of the soil;
  - b) The total aggregate footprint of temporary buildings, structures, and facilities outside of the Building Envelope shall not exceed 8,000 square feet at any given time, unless approved by Grantee pursuant to provisions of Paragraph III.H. below.
- 2) 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 Paragraph III.B and III.C;
- 3) 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 Grantee, the following uses shall be permitted:
  - a) Agriculture and horticulture as defined in M.G.L. c. 61A, sec. 1-5;
  - b) 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 Paragraph III.H;
  - c) 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 provided it does not materially impair the Purposes and/or Conservation Values;

- d) 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;
- e) 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;
- f) The stockpiling, composting, and maintenance of (and burning or removal during non-nesting seasons only of) piles of limbs, brush, animal waste, 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;
- g) 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;
- h) 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;
- i) 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.

- j) With notice and approval of Grantee as described in Paragraph III.H, 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.
- 4) Building Envelopes. Exclusively within the two areas shown as “Building Envelopes” on Exhibit B attached hereto (the “Building Envelopes”), the following uses and activities are permitted, to the extent the same are 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 and/or replacement of an entire building is conducted only after prior notice and approval of Grantee as described in Paragraph III.H. Grantor will provide notice to Grantee as described in Paragraph III.H at or before the time of application for a building permit for any new or reconstructed buildings or structures permitted by this Paragraph III.C.4. The total aggregate footprint of permanent structures inside each of the Building Envelopes shall not exceed 5,000 square feet at any given time.
  - b. The construction, use, maintenance, repair, and paving of driveways and parking areas, provided parking is solely within the Building Envelope.
  - c. The installation, maintenance, repair, replacement, removal and relocation of utility facilities and services for the purpose of providing utility services to the allowed permanent structures and uses described in this Paragraph III.C. As used herein, the term “utility facilities and services” shall include, but not be limited to electric, cable, fiber optic, 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 as set forth above in Paragraph III.B.12., serving any agricultural, educational, and non-residential use allowed under this CR.
  - d. Subject to notice and approval as outlined in Paragraph III.H below, the

installation, maintenance, replacement, or removal of septic systems, wells, utilities, and other underground structures outside of the Building Envelopes to serve the structures and uses allowed under Paragraph III.C.4. if impracticable to locate them wholly within the Building Envelopes as shown on Exhibit A,

D. All acts and uses not explicitly permitted by Paragraph III.B and III.C are prohibited unless otherwise approved as described in Paragraph III.H below.

#### **E. Site Restoration**

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

#### **F. Compliance with Permits, Regulations, Laws**

The exercise of any right reserved by Grantor under Paragraphs III.B and III.C 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 Grantee or the Commonwealth takes any position whether such permit should be issued.

#### **G. AFFIRMATIVE DUTY and RIGHTS REGARDING THE AGRICULTURAL ZONE**

1) **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 Agricultural Zone 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.

2) **Maintaining Suitability of Agricultural Zone for Agriculture.**

Grantor agrees that it shall also have a continuing affirmative duty to maintain the Agricultural Zone 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.

3) **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 Zone for agriculture as described in the preceding Paragraphs III.C. for a period of two (2) years or greater,

Grantor shall cooperate with the Grantee, 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 Agricultural Zone for permitted Agricultural Activities.

**4) Grantor's Right to Sub-Lease.**

Subject to Notice and Approval as described in Paragraph III.H, 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 Agricultural Zone for farm operation and agricultural activities in accordance with, and subject to, this CR. 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 Agricultural Zone for farm operation and agricultural activities in accordance with, and subject to, this CR.

**5) Grantee's 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 Zone for agriculture as described in the preceding Paragraphs III.C for a period of greater than three (3) years where Grantor refuses or is unable to cooperate with the Grantee, 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 Agricultural Zone for agricultural activities permitted in Paragraph III.C then Grantee shall have the right to maintain the Agricultural Zone 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 CR.

## **H. NOTICE AND APPROVAL**

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
  - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
  - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Agricultural and Conservation Values;
  - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.

- d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Agricultural and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

#### **IV. INSPECTION AND ENFORCEMENT**

##### **A. Entry onto the Premises**

The Grantor hereby grants to the Grantee, and its 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 Conservation Restriction.

##### **B. Legal and Injunctive Relief**

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a



violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.

3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

#### **C. Non-Waiver**

Enforcement of the terms of this CR shall be at the discretion of Grantee. Any election by the Grantee 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.

#### **D. Disclaimer of Liability**

By acceptance of this CR, the Grantee 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 Grantee or their agents.

#### **E. Acts Beyond Grantor's Control**

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, 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. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

#### **V. PUBLIC ACCESS**

Subject to the provisions of this Conservation Restriction, the Grantor hereby grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.B.9 and 10, provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B.9 and 10. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Agricultural and Conservation Values. This grant of public access to the Premises is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts

General Laws and the Grantor and Grantee hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

## **VI. TERMINATION/RELEASE/EXTINGUISHMENT**

### **A. Procedure**

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official (“Secretary”), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

### **B. Grantor’s and Grantee’s Right to Recover Proceeds**

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Agricultural and Conservation Values.

### **C. Grantee’s Receipt of Property Right**

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises. The proportionate value of the Grantee’s property right will be determined as of the date of termination, release, or extinguishment.

### **D. 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 Grantee 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 Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

## **VII. DURATION and ASSIGNABILITY**

### **A. 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.

### **B. Execution of Instruments**

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee 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.

### **C. Running of the Benefit**

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

## **VIII. SUBSEQUENT TRANSFERS**

### **A. Procedure for Transfer**

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 Grantee 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.

### **B. Grantor's Liability**

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.

## **IX. ESTOPPEL CERTIFICATES**

Upon request by the Grantor, the Grantee shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

## **X. 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 Grantee agrees that it 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.

## **XI. AMENDMENT**

### **A. Limitations on Amendment**

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Agricultural or Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment); or
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

### **B. Amendment Approvals and Recording**

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Harvard and by the Secretary in the public interest

pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

## **XII. EFFECTIVE DATE**

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

## **XIII. 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 Conservation Commission**  
13 Ayer Road  
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.

## **XIV. 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.

#### **XV. BASELINE DOCUMENTATION REPORT**

The Agricultural and Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report (“Baseline Report”) prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

#### **XVI. MISCELLANEOUS**

##### **A. 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. Release of Homestead**

The Grantor hereby agrees to waive, subordinate, and release any and all Homestead rights pursuant to Chapter 188 of the Massachusetts General Laws it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Section 10(e) of Chapter 188 of the Massachusetts General Laws.

##### **C. No Surety Interest**

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

**D. Executory Limitation**

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

**E. Prior Encumbrances**

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

**F. Approvals Incorporated Herein:**

Included herewith and incorporated herein are the following:

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

**G. Exhibits Incorporated Herein:**

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Recorded Plan of Premises

Exhibit C: Town or City Vote Authorizing the Use of CPA Funds

Executed under seal this \_\_\_\_ day of \_\_\_\_\_, 202\_

GRANTOR  
HARVARD CONSERVATION TRUST

\_\_\_\_\_

\_\_\_\_\_

Its: President, Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

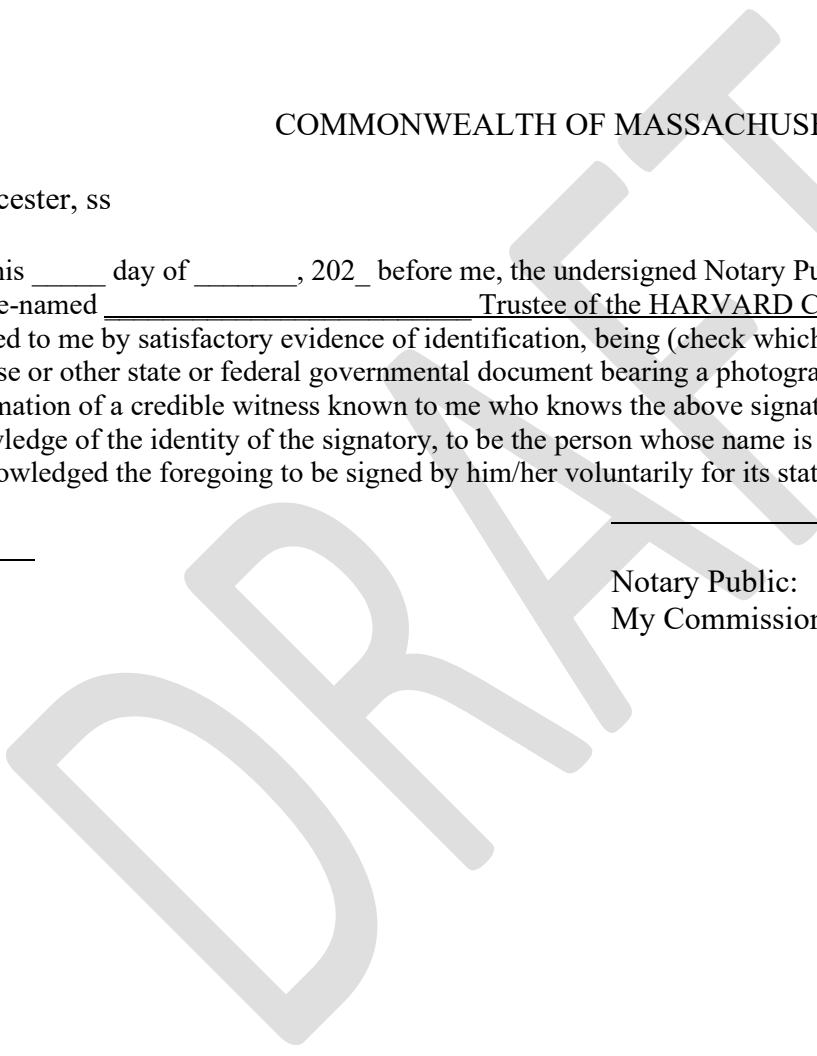
Worcester, ss

On this \_\_\_\_ day of \_\_\_\_\_, 202\_ before me, the undersigned Notary Public, personally appeared the above-named \_\_\_\_\_ Trustee 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:

DRAFT

**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

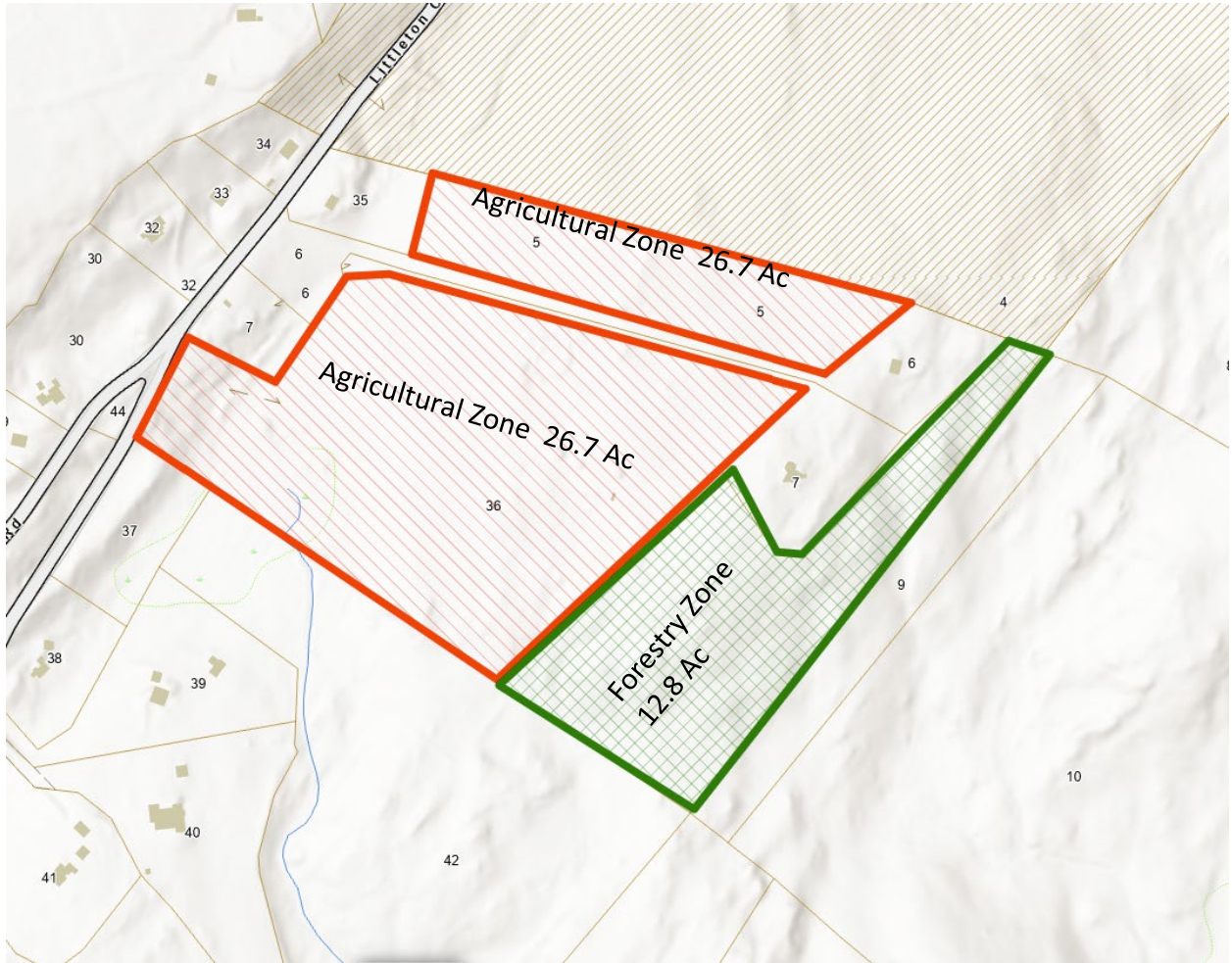
My commission expires:

**Exhibit A**  
**Legal Description**

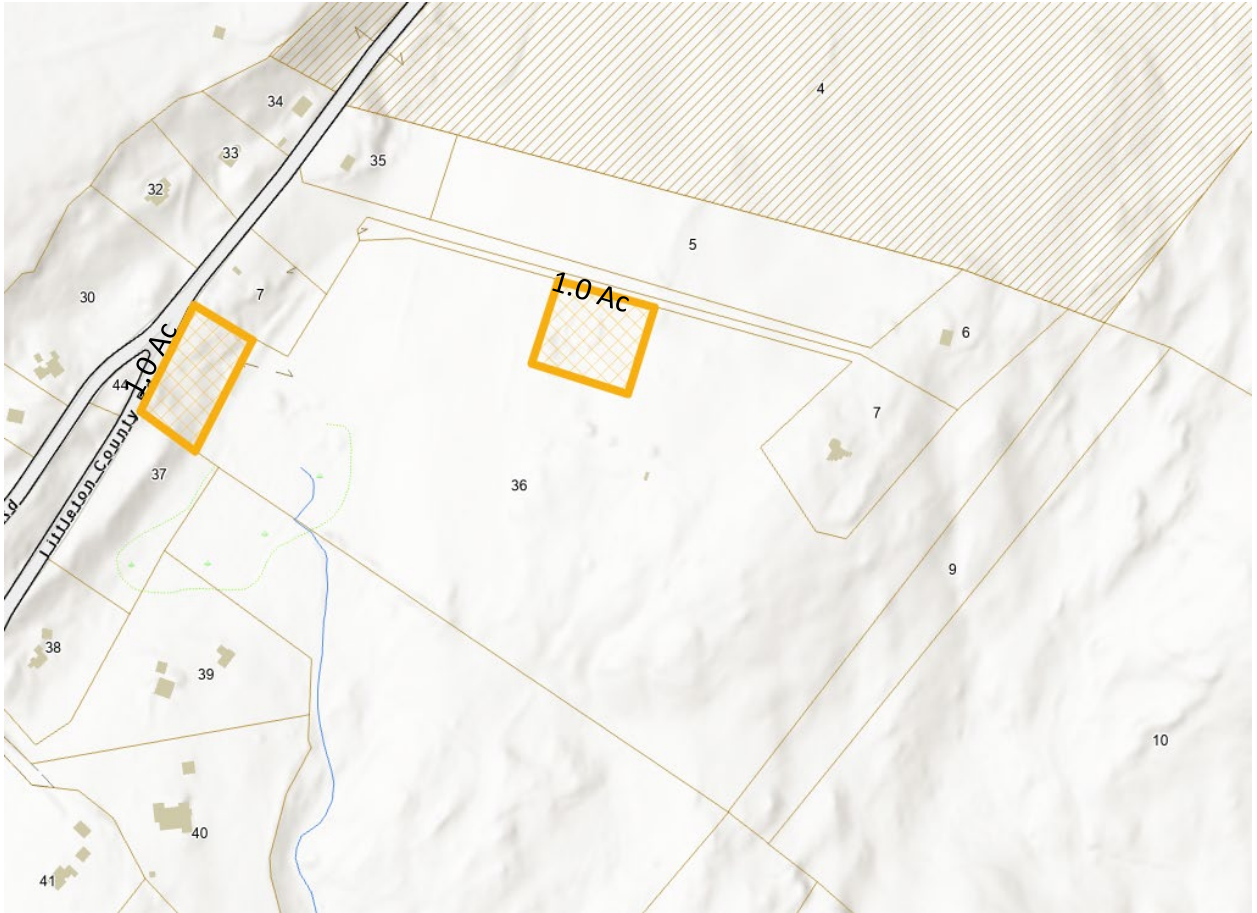
*TBD once survey is complete.*

DRAFT

**Exhibit B – Plan of Land**



## Building Envelopes



**Attachment C. Town Meeting CPA Warrant Article**



OFFICE OF THE  
**TOWN CLERK** Lynn P. Kelly, Town Clerk  
 13 AYER ROAD · HARVARD, MASSACHUSETTS 01451-1458  
 (978)456-4100 ext. 316 FAX: (978)456-4113 lkelly@harvard-ma.gov

**ARTICLE 19: COMMUNITY PRESERVATION COMMITTEE**

To see if the Town will vote to appropriate and transfer the following sums of money to be expended by the following boards and officials for the projects and purposes described and numbered below, each of which shall be a separate appropriation and transfer, and to provide for said appropriations from the funding sources with expenditures to begin in Fiscal Year 2024, and that any funds remaining will be returned to their funding source, or pass any vote or votes in relation thereto:

(Inserted by the Community Preservation Committee)

	<i>Description of Acquisition or Project</i>	<i>Board or Official Authorized to Expend Funds</i>	<i>Amount</i>	<i>Funding Source</i>
1	ADA Playground Upgrade	Parks and Recreation Commission	\$ 50,000	Fiscal 2024 Community Preservation Fund Unspecified Reserves
	<b>Vote on Item 1 Passed by: Unanimously</b>			
2	Baseball and Softball Field Improvements	Parks and Recreation Commission	\$ 35,404	Fiscal 2024 Community Preservation Fund Unspecified Reserves
	<b>Vote on Item 2: Passed Unanimously</b>			
3	Littleton County Road Conservation Restriction	Conservation Commission	\$ 200,000	Fiscal 2024 Community Preservation Fund Unspecified Reserves
	<b>Vote on Item 3: Passed Unanimously</b>			
4	Fire Reports Preservation	Harvard Fire Department	\$ 5,760	Fiscal 2024 Community Preservation Fund Unspecified Reserves
	<b>Vote on Item 4: Passed Unanimously</b>			



5 Affordable Housing Reserves      Municipal Affordable Housing Trust      \$ 36,100      Fiscal 2024 Community Preservation Fund Unspecified Reserves

**Vote on Item 5: Passed Unanimously**

6 Debt Payment on Town Hall      Finance Director      \$ 45,938      Fiscal 2024 Community Preservation Fund Unspecified Reserves

**Vote on Item 5: Passed Unanimously**

7 Community Preservation Committee Administrative Expenses      Community Preservation Committee      \$ 2,000      Fiscal 2024 Community Preservation Fund Unspecified Reserves

**Vote on Item 7: Passed Unanimously**

*Sybil P. Kelly*  
Town Clerk  
True Copy Attest



DR

**MUNICIPAL CERTIFICATION**

(We) the undersigned Conservation Commission of \_\_\_\_\_  
(The certifier/holder) hereby certify that the proposed conservation restriction is in the public  
interest in that it (describe public benefit):

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Date: \_\_\_\_\_

Signed:

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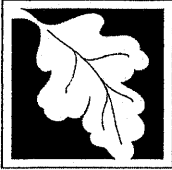
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**NOTES:**

This certification by the conservation commission may be submitted separately from the application and filed with the submission of the executed conservation restriction, it being recognized that the applicant may want to submit the application with a draft copy of the conservation restriction for review prior to actual submission of the executed document.

Conservation restriction lands which overlap municipal boundaries must be approved and certified by the appropriate officials of both municipalities.

The commissioners' certification should state why the property is significant and why the conservation restriction is important.



**Massachusetts Department of Environmental Protection**  
**Bureau of Water Resources - Wetlands**

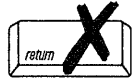
**WPA Form 1- Request for Determination of Applicability**

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

Municipality \_\_\_\_\_

**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:  
 Harvard Parks and Recreation

First Name 13 Ayer Road	Last Name
Address Harvard	MA 01451
City/Town 774-670-0270	State Zip Code
Phone Number	recreationdirector@harvard-ma.gov
	Email Address

2. Property Owner (if different from Applicant):  
 Town of Harvard

First Name 13 Ayer Road	Last Name
Address Harvard	MA 01451
City/Town 978-456-4100	State Zip Code
Phone Number	Email Address (if known)

3. Representative (if any)  
 Sarah Tate

First Name Harvard Park and Recreation Commissioner	Last Name
Company Name 13 Ayer Road	
Address Harvard	MA 01451
City/Town 774-670-0270	State Zip Code
Phone Number	recreationdirector@harvard-ma.gov
	Email Address (if known)

**B. Project Description**

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

34 Lancaster County Rd	Harvard, 01451
Street Address	City/Town
42.53041	-71.58359
Latitude (Decimal Degrees Format with 5 digits after decimal e.g. XX.XXXXX)	Longitude (Decimal Degrees Format with 5 digits after decimal e.g. -XX.XXXXX)
8	21.2.1
Assessors' Map Number	Assessors' Lot/Parcel Number

How to find Latitude and Longitude

and how to convert to decimal degrees

b. Area Description (use additional paper, if necessary):  
 Playground is within 100 feet of a wetland.

c. Plan and/or Map Reference(s): (use additional paper if necessary)

Map of Playground at McCurdy Track	10/23/23
Title	Date
Map of Playground at McCurdy Track - Work Proposed	10/23/23
Title	Date

**RECEIVED**  
 OCT 30 2023



**WPA Form 1- Request for Determination of Applicability**

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

Municipality \_\_\_\_\_

**B. Project Description (cont.)**

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

Create a new drain at the low point in the playground and tie it into existing drain near the playground fence to ammend drainage issue. Add handicap accessible pathways within the play area. Install a previously-approved sunshade within the playarea. Regrade slope between the fenced in play area and the trackshack and add plantings along the outside of the fence to remediate erosion.

- 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).

n/a

- 
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.)



Massachusetts Department of Environmental Protection  
Bureau of Water Resources - Wetlands

**WPA Form 1- Request for Determination of Applicability**

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

Municipality \_\_\_\_\_

**C. Determinations**

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

a. whether the **area** depicted on plan(s) and/or map(s) referenced above 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 above are accurately delineated.

c. whether the **Activities** depicted on plan(s) referenced above is subject to the Wetlands Protection Act and its regulations.

d. whether the area and/or Activities depicted on plan(s) referenced above is subject to the jurisdiction of any **municipal wetlands' ordinance or bylaw** of:

Town of Harvard

\_\_\_\_\_  
Name of Municipality

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

**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.

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.

*Ann M. Stutes*  
Signature of Applicant

10/24/23

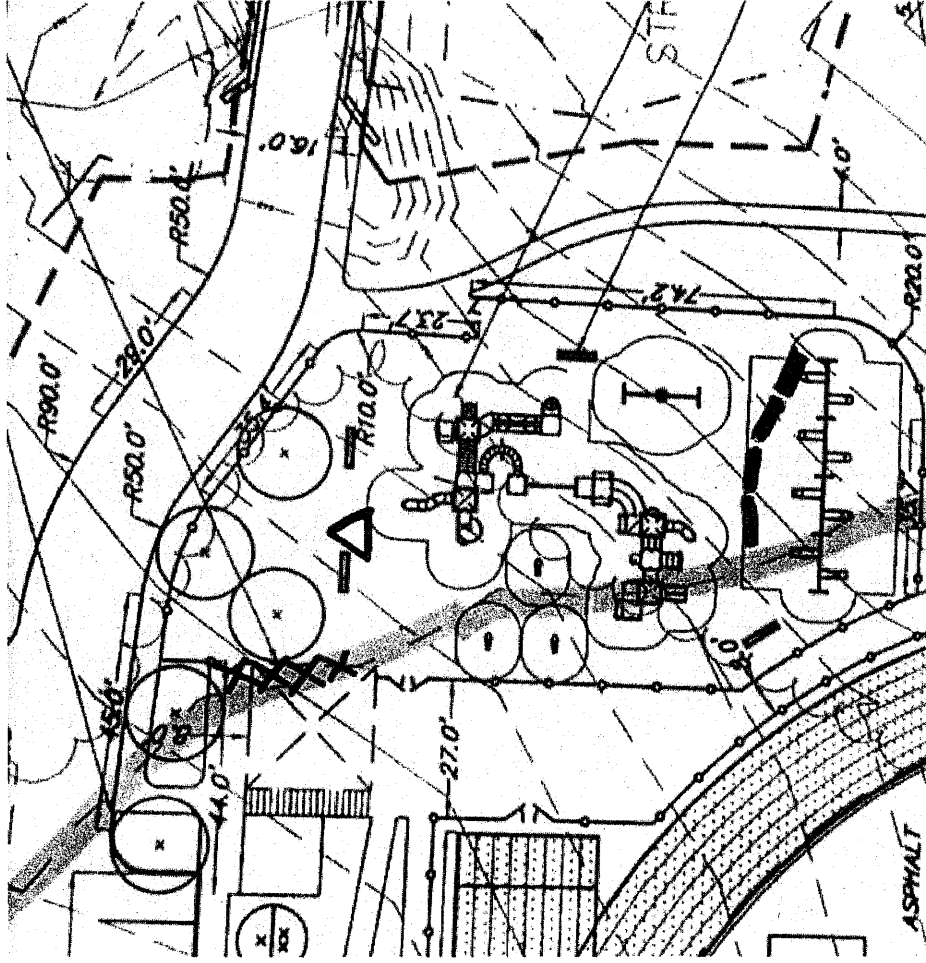
Date

*[Signature]*  
Signature of Representative (if any)

10/24/23

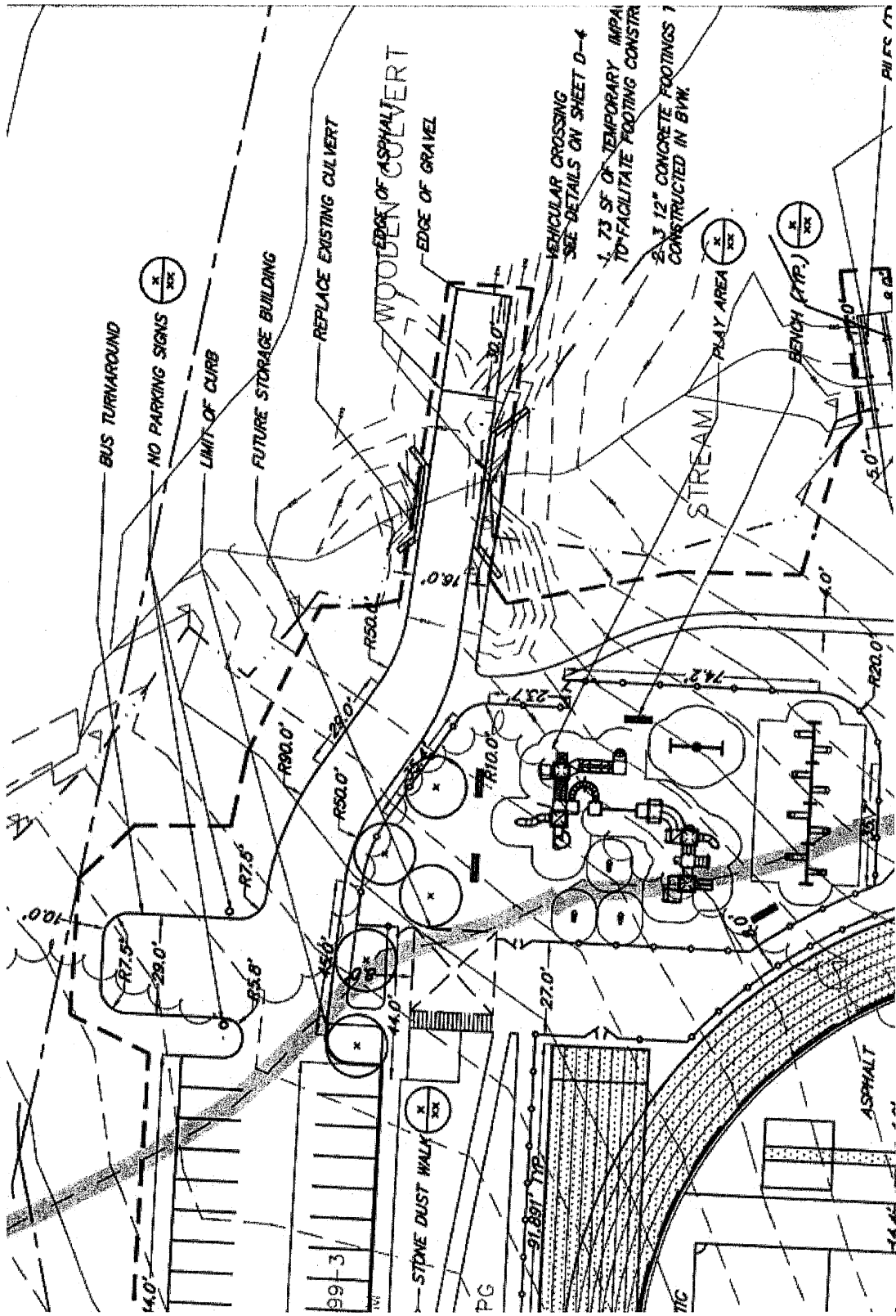
Date

Map of Playground at McCurdy Track: Work Proposed Locations



Key:	---	Handicap accessible pathway
	- - -	Planting along slope
	X X X	New drain
	△	

# Map of Playground at McCurdy Track





**Abutters List Report**  
Town of Harvard, MA

Date: October 23, 2023

Parcel Number: 008-021-02.1

Property Address: Lancaster 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: Carol Dearborn

Date: 10/23/23

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](http://www.harvard-ma.gov)





# 300 feet Abutters List Report

Harvard, MA  
October 23, 2023

## Subject Property:

Parcel Number: 008-021-002-001  
CAMA Number: 008-021-002-001  
Property Address: LANCASTER CNTY RD

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

## Abutters:

Parcel Number: 004-048-003-004  
CAMA Number: 004-048-003-004  
Property Address: LANCASTER CNTY RD

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

Parcel Number: 004-055-000-000  
CAMA Number: 004-055-000-000  
Property Address: OLD MILL RD

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

Parcel Number: 004-056-000-000  
CAMA Number: 004-056-000-000  
Property Address: 41 OLD MILL RD

Mailing Address: CHEN, NING & JIA, LING  
41 OLD MILL RD  
HARVARD, MA 01451

Parcel Number: 004-056-001-000  
CAMA Number: 004-056-001-000  
Property Address: 43 OLD MILL RD

Mailing Address: YU, HAOFANG TRUSTEE AND XIE YING  
TRUSTEE OF THE HA  
43 OLD MILL RD  
HARVARD, MA 01451

Parcel Number: 004-057-000-000  
CAMA Number: 004-057-000-000  
Property Address: 57 OLD MILL RD

Mailing Address: ARNOLD, TIMOTHY T & SARAH Y  
PO BOX 245  
MADISON, NH 03849

Parcel Number: 008-019-000-000  
CAMA Number: 008-019-000-000  
Property Address: 52 LANCASTER CNTY RD

Mailing Address: WARREN FAMILY TRUST  
52 LANCASTER CNTY RD  
HARVARD, MA 01451

Parcel Number: 008-020-001-001  
CAMA Number: 008-020-001-001  
Property Address: 38 LANCASTER CNTY RD

Mailing Address: SIEGRIST, DONALD W & HEIDI HUNTER  
38 LANCASTER CNTY RD  
HARVARD, MA 01451

Parcel Number: 008-021-001-001  
CAMA Number: 008-021-001-001  
Property Address: LANCASTER CNTY RD

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

Parcel Number: 008-021-003-001  
CAMA Number: 008-021-003-001  
Property Address: LANCASTER CNTY RD

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

Parcel Number: 008-022-000-000  
CAMA Number: 008-022-000-000  
Property Address: LANCASTER CNTY RD

Mailing Address: ORCHARD HILL CONSTRUCTION CONDO  
MAIN  
60 WILLOW RD  
AYER, MA 01432



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# 300 feet Abutters List Report

Harvard, MA  
October 23, 2023

Parcel Number: 008-022-000-000  
CAMA Number: 008-022-001-000  
Property Address: 12 LANCASTER CNTY RD

Mailing Address: LEGACY HARVARD LLC  
89 WEST CONCORD ST  
BOSTON, MA 02118

Parcel Number: 008-022-000-000  
CAMA Number: 008-022-002-000  
Property Address: 16 LANCASTER CNTY RD

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

Parcel Number: 008-062-000-000  
CAMA Number: 008-062-000-000  
Property Address: 35 LANCASTER CNTY RD

Mailing Address: HARVARD GREEN CONDO MAIN  
35 LANCASTER CNTY RD UNIT 8A  
HARVARD, MA 01451

Parcel Number: 008-062-000-000  
CAMA Number: 008-062-001-00A  
Property Address: 35 LANCASTER CNTY RD #1A

Mailing Address: BOULADIAN RAFFI  
35 LANCASTER CNTY RD, UNIT 1A  
HARVARD, MA 01451

Parcel Number: 008-062-000-000  
CAMA Number: 008-062-001-00B  
Property Address: 35 LANCASTER CNTY RD #1B

Mailing Address: ROBINSON, JODY B  
35 LANCASTER CNTY RD UNIT 1B  
HARVARD, MA 01451

Parcel Number: 008-062-000-000  
CAMA Number: 008-062-001-00C  
Property Address: 35 LANCASTER CNTY RD #1C

Mailing Address: TANTENGCO, MARIA VICTORIA T.  
35 LANCASTER CNTY RD, UNIT 1C  
HARVARD, MA 01451

Parcel Number: 008-062-000-000  
CAMA Number: 008-062-002-00A  
Property Address: 35 LANCASTER CNTY RD 2A

Mailing Address: KILLEEN, BRIAN L, TTEE  
35 LANCASTER COUNTY RD, #2A  
HARVARD, MA 01451

Parcel Number: 008-062-000-000  
CAMA Number: 008-062-002-00B  
Property Address: 35 LANCASTER CNTY RD #2B

Mailing Address: BUCKINGHAM, KATRINA L.  
35 LANCASTER RD, UNIT 2B  
HARVARD, MA 01451

Parcel Number: 008-062-000-000  
CAMA Number: 008-062-002-00C  
Property Address: 35 LANCASTER CNTY RD 2C

Mailing Address: MARA, TEDMUND J & AMY B  
35 LANCASTER CNTY RD UNIT2C  
HARVARD, MA 01451

Parcel Number: 008-062-000-000  
CAMA Number: 008-062-003-00A  
Property Address: 35 LANCASTER CNTY RD #3A

Mailing Address: SIMES, BRANDON  
35 LANCASTER CNTY RD, UNIT 3A  
HARVARD, MA 01451

Parcel Number: 008-062-000-000  
CAMA Number: 008-062-003-00B  
Property Address: 35 LANCASTER CNTY RD 3B

Mailing Address: MOFFA NANETTE TRUSTEE  
35 LANCASTER CNTY RD 3B  
HARVARD, MA 01451

Parcel Number: 008-062-004-000  
CAMA Number: 008-062-004-000  
Property Address: LANCASTER CNTY RD

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



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10/23/2023

Page 2 of 4



# 300 feet Abutters List Report

Harvard, MA  
October 23, 2023

Parcel Number: 008-062-000-000 CAMA Number: 008-062-004-00A Property Address: 35 LANCASTER CNTY RD 4A	Mailing Address: GIBBONS, JOSEPH P & BADOLATO, CAMILLE M 35 LANCASTER CNTY RD, UNIT 4A HARVARD, MA 01451
Parcel Number: 008-062-000-000 CAMA Number: 008-062-004-00B Property Address: 35 LANCASTER CNTY RD 4B	Mailing Address: PETERS, SHEILA W 35 LANCASTER CNTY RD UNIT4B HARVARD, MA 01451
Parcel Number: 008-062-000-000 CAMA Number: 008-062-004-00C Property Address: 35 LANCASTER CNTY RD #4C	Mailing Address: CYNTHIA M GLADE 35 LANCASTER CNTY RD, UNIT#4C HARVARD, MA 01451
Parcel Number: 008-062-000-000 CAMA Number: 008-062-005-00A Property Address: 35 LANCASTER CNTY RD 5A	Mailing Address: JAYARAJ, VIVEK & NAMBIAR, NISHA 35 LANCASTER CNTY RD 5A HARVARD, MA 01451
Parcel Number: 008-062-000-000 CAMA Number: 008-062-005-00B Property Address: 35 LANCASTER CNTY RD #5B	Mailing Address: ROSS, PATRICIA A, TRUSTEE OF THE PATRICIA A ROSS 2 35 LANCASTER CNTY RD, UNIT 5B HARVARD, MA 01451
Parcel Number: 008-062-000-000 CAMA Number: 008-062-006-00A Property Address: 35 LANCASTER CNTY RD 6A	Mailing Address: ZHANG, JIANYUN 35 LANCASTER CNTY RD 6A HARVARD, MA 01451
Parcel Number: 008-062-000-000 CAMA Number: 008-062-006-00B Property Address: 35 LANCASTER CNTY RD 6B	Mailing Address: LONG, MEREDYTH R 35 LANCASTER CNTY RD UNIT6B HARVARD, MA 01451
Parcel Number: 008-062-000-000 CAMA Number: 008-062-006-00C Property Address: 35 LANCASTER CNTY RD 6C	Mailing Address: DHIRAJ, PISAL 35 LANCASTER CNTY RD, UNIT 6C HARVARD, MA 01451
Parcel Number: 008-062-000-000 CAMA Number: 008-062-007-00A Property Address: 35 LANCASTER CNTY RD 7A	Mailing Address: GINOUVES, SUSAN W 35 LANCASTER RD #7A HARVARD, MA 01451
Parcel Number: 008-062-000-000 CAMA Number: 008-062-007-00B Property Address: 35 LANCASTER CNTY RD 7B	Mailing Address: KIM, DONGWON & HYUNHEE 35 LANCASTER CNTY RD 7B HARVARD, MA 01451
Parcel Number: 008-062-000-000 CAMA Number: 008-062-007-00C Property Address: 35 LANCASTER CNTY RD 7C	Mailing Address: PATEL, KIRTI 35 LANCASTER CNTY RD, UNIT 7C HARVARD, MA 01451
Parcel Number: 008-062-000-000 CAMA Number: 008-062-008-00A Property Address: 35 LANCASTER CNTY RD 8A	Mailing Address: SCORNAVACCA, THOMAS J & MICHELLE A 35 LANCASTER CNTY RD, UNIT 8A HARVARD, MA 01451



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10/23/2023

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Page 3 of 4



# 300 feet Abutters List Report

Harvard, MA  
October 23, 2023

Parcel Number: 008-062-000-000  
CAMA Number: 008-062-008-00B  
Property Address: 35 LANCASTER CNTY RD 8B

Mailing Address: RUSSO, CYNTHIA SELIN  
35 LANCASTER CNTY RD 8B  
HARVARD, MA 01451

Parcel Number: 008-062-000-000  
CAMA Number: 008-062-009-00A  
Property Address: 35 LANCASTER CNTY RD 9A

Mailing Address: RAHANE, SANTOSH & TANADJAR,  
SMITA  
35 LANCASTER CNTY RD 9A  
HARVARD, MA 01451

Parcel Number: 008-062-000-000  
CAMA Number: 008-062-009-00B  
Property Address: 35 LANCASTER CNTY RD 9B

Mailing Address: BADOLATO, MELISSA C  
35 LANCASTER CNTY RD UNIT 9B  
HARVARD, MA 01451

Parcel Number: 008-062-000-000  
CAMA Number: 008-062-009-00C  
Property Address: 35 LANCASTER CNTY RD 9C

Mailing Address: WALLER, PATRICK R.H.  
35 LANCASTER CNTY RD 9C  
HARVARD, MA 01451

Parcel Number: 008-062-000-000  
CAMA Number: 008-062-010-00A  
Property Address: 35 LANCASTER CNTY RD #10A

Mailing Address: BRANDON CHAPNICK  
16000 VENTURA BLVD, SUITE 1102  
ENCINO, CA 91436

Parcel Number: 008-062-000-000  
CAMA Number: 008-062-010-00B  
Property Address: 35 LANCASTER CNTY RD #10B

Mailing Address: WILION, HAROLD  
66 BEAVER POND RD  
LINCOLN, MA 01773

Parcel Number: 008-062-000-000  
CAMA Number: 008-062-010-00C  
Property Address: 35 LANCASTER CNTY RD #10C

Mailing Address: JESUS MENA AND MEAGHAN  
BYCHOWSKI  
35 LANCASTER CNTY RD 10C  
HARVARD, MA 01451

Parcel Number: 008-062-000-000  
CAMA Number: 008-062-011-00A  
Property Address: 35 LANCASTER CNTY RD #11A

Mailing Address: TEMPS, JOHN T & JENNY M  
35 LANCASTER CNTY RD, UNIT 11A  
HARVARD, MA 01451

Parcel Number: 008-062-000-000  
CAMA Number: 008-062-011-00B  
Property Address: 35 LANCASTER CNTY RD #11B

Mailing Address: COLE, LIBBY ALANNA  
35 LANCASTER RD, UNIT 11B  
HARVARD, MA 01451

Parcel Number: 008-062-000-000  
CAMA Number: 008-062-012-00A  
Property Address: 35 LANCASTER CNTY RD 12A

Mailing Address: JOHNSON, CASSIE MERE  
35 LANCASTER CNTY RD 12A  
HARVARD, MA 01451

Parcel Number: 008-062-000-000  
CAMA Number: 008-062-012-00B  
Property Address: 35 LANCASTER CNTY RD 12B

Mailing Address: SMALANSKAS, RICHARD  
35 LANCASTER CNTY RD UNIT12B  
HARVARD, MA 01451

Parcel Number: 008-062-000-000  
CAMA Number: 008-062-012-00C  
Property Address: 35 LANCASTER CNTY RD 12C

Mailing Address: HALL, GERARD  
35 LANCASTER CNTY RD UNIT12C  
HARVARD, MA 01451



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FORM A  
NOTICE OF FILING

DATE: 10/25/23 RE: Property located at: 34 Lancaster Country Rd – Harvard  
Park Playground

FROM: Harvard Parks and Recreation  
(applicant)

Address: 13 Ayer Rd, Harvard, MA 01451

Telephone: 774-670-0270

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>10/30/23</u>
Department of Environmental Protection (2 copies)	<u>10/30/23</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 Anne McPeters Date: 10/25/23

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 N/A

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

DATE: 10/25/23 Certified Mail # \_\_\_\_\_  
or Date of Hand Delivery: \_\_\_\_\_

TO: \_\_\_\_\_  
(abutter) (address)

FROM: Harvard Parks and Recreation 13 Ayer Rd, Harvard, MA 01451 774-670-0270  
(applicant) (address) (Telephone No.)

RE: Property identified on Harvard Assessors Map # 8 Parcel 21.2.1  
The address of the lot where the activity is proposed is:  
34 Lancaster Country Rd – Harvard Park Playground

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](http://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 774 -670 -0270 between the hours of 8am and 4pm on the following days of the week Mon-Fri.

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 E

PERMISSION TO BILL APPLICANT DIRECTLY FOR LEGAL NOTICE

TO: Harvard Conservation Commission  
13 Ayer Road  
Harvard, MA 01451

FROM: Harvard Parks and Recreation  
13 Ayer Rd  
Harvard, MA 01451

I hereby authorize Harvard Press to bill me directly for the legal notice published for a public hearing with the Harvard Conservation Commission.

Signed:   
*Owner or Authorized Applicant from Form A part C*

Date 10/25/23

## Re: 40 B comments - Robbin's Lane

Frank O'Connor <FOConnor@harvard-ma.gov>

Mon 11/06/23 1:31 PM

To: Ellen Leicher <esachsleicher@gmail.com>; tophertracey@charter.net <tophertracey@charter.net>

Cc: Bruce D. Ringwall <BRingwall@gpr-inc.com>; Liz Allard <lallard@harvard-ma.gov>; Chris Tracey <ctracey01451@gmail.com>

Thank you, Ms. Leicher ~ I have shared the comments from Harvard Climate Initiative Committee with the ZBA and the Conservation Agent, also.

We are grateful for your help.

All the best,  
Frank O'Connor, Jr.  
Director of Planning  
13 Ayer Rd.  
Harvard, MA 01451  
978-456-4100 x 323

<https://www.harvard-ma.gov/planning-board/pages/mbta-communities-multifamily-guidelines>

*The Secretary of State for the Commonwealth of Massachusetts has determined that eMail is a public record, and subject to the Massachusetts Public Records Law.*

---

**From:** Ellen Leicher <esachsleicher@gmail.com>

**Sent:** Monday, November 6, 2023 13:03

**To:** Stacia Donahue <sdonahue01451@gmail.com>; Richard Cabelus <rcabelus01451@gmail.com>; tophertracey@charter.net <tophertracey@charter.net>

**Cc:** Frank O'Connor <FOConnor@harvard-ma.gov>; Bruce D. Ringwall <BRingwall@gpr-inc.com>

**Subject:** 40 B comments - Robbin's Lane

Staci, Richard, and Chris,

The Harvard Climate Committee had met with the developers of Robbin's Lane over a month ago and provided comment in regards to mitigating greenhouse gases. We were glad to hear that they were recommending fossil fuel free development. We did request that the plantings be non-invasive native plants. Their list was recently provided to us and we have two comments in hopes that alternatives will be considered:

1 - Miscanthus, Chinese Silvergrass

While attractive, Miscanthus is not native to North America, and often escapes from plantings. It spreads along disturbed ground and natural areas and can create large patches. displacing native plants. The grass is also very flammable and increases the fire risks of invaded areas.

[Source: Alternatives to Chinese Silvergrass - USDA Forest Service](#)

#### IMPACTS AND CONTROL:

Impacts: Available evidence suggests that Chinese silvergrass may be invasive in some areas of North America; however, to what degree it impacts native plant communities and ecosystems is unclear. One greenhouse study determined that Chinese



silvergrass grows well when planted with switchgrass (*Panicum virgatum*) [71]—a common and "aggressive" grass native to North American tallgrass prairies [38]—suggesting Chinese silvergrass may displace native grasses if it establishes in tallgrass prairies [71]. Based on Chinese silvergrass's popularity as an ornamental grass in the United States and its potential to become invasive in some situations, NatureServe [81] has given Chinese silvergrass an invasive species ranking of medium. Species given this ranking pose a moderate threat to native species and ecological communities [81].

<https://www.fs.usda.gov/database/feis/plants/graminoid/missin/all.html>

This website lists alternatives to silver grass:

[https://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/fseprd887161.p](https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd887161.p)

## 2 - American Elm

You may be aware that many of the older Elms suffer from Dutch Elm disease and have not survived. Though a beautiful native tree, we recommend that disease resistant elm trees be sought as disease is still prevalent with some species. Here is some information. This UMass Forestry program study provides some information.

<https://ag.umass.edu/cafe/news/can-american-elms-return-to-our-towns-research-continues>

Thank you for allowing us to continue to provide input.

Ellen

Ellen Sachs Leicher  
esachsleicher@gmail.com  
508-572-4002 (cell)  
978-456-8151 (land line)

OFFICE OF THE  
**CONSERVATION COMMISSION**

13 AYER ROAD HARVARD, MA 01451

978-456-4100 EXT.321

www.harvard-ma.gov



**MEMORANDUM**

DATE: September 7, 2023

TO: Harvard Zoning Board of Appeals

FROM: Harvard Conservation Commission 

RE: Requested Exemptions – Village at Robin Lane

The Harvard Conservation Commission has reviewed the requested exemptions to the Code of the Town of Harvard Chapters 119 Wetland Protection Bylaw and 147 Wetland Protection Bylaw Regulations submitted on behalf of Juno Construction LLC for the above-mentioned development and has the following comments:

**Wetland Protection Bylaw Section 119-4E**

A portion of the fees collected under the Wetland Protection Bylaw provided for the cost associated with the monitoring of projects by the Conservation Agent during the construction process. The Commission would be willing to discuss with the applicant a reduction of the fees under the Wetland Protection Bylaw, but would recommend against waiving the fee in its entirety. The Commission suggests the applicant complete Form F Fee Schedule, under Chapter 147, in order for the Commission to understand the totality of the fee that would be applied to this project had it been proposed as a conventional subdivision.

**Wetland Protection Bylaw Regulations, Chapter 147**

*Section 147-6C Filling Fees* – See comment above

*Section 147-12 Setbacks*

As proposed the plan shows three Public Water Supply (PWS) wells and an associated gravel access road within the setbacks established under this section, with the PWS being within 10-feet of the wetland resource area. The Commission will need additional information from the applicant on how the resource areas will be protected during the installation of the PWS and gravel access road before making a determination on the requested exemption.

*Section 147-14C Stormwater Management*

Although a large portion of this project is outside of the jurisdiction of the Conservation Commission it is not only upgradient of wetland resource areas but will require a significant amount of fill material for the development of this property. The State has not yet completed its update to 310 CMR 10.57 and the Hydrology and Stormwater Handbook, but has indicated it will be incorporating either the National Oceanic and Atmospheric Administration Atlas 14 or precipitation frequency statistics prepared by Northeast Regional Climate Center (NRCC) at Cornell University in place of the current Technical Paper 40 methodology. With Harvard being exempt from Municipal Separate Storm Sewer System requirements there is no local Stormwater Management Bylaw as there are in many municipalities within Massachusetts, in 2021 the Commission incorporated stormwater management requirements into its regulations that include the use of Extreme Precipitation in New York & New England developed by NRCC. In addition, recent weather, including an increase in heavy rain events, only highlights the need to address stormwater management differently. The Commission would not be in favor of providing an exemption to the stormwater management requirements as provided for within Chapter 147. The Commission would suggest the applicant provide details as to how and why they are unable to comply with these regulations.

**RECORD OWNER:**

RACHEL SPITZ  
41 PINNACLE ROAD  
HARVARD, MA 01451

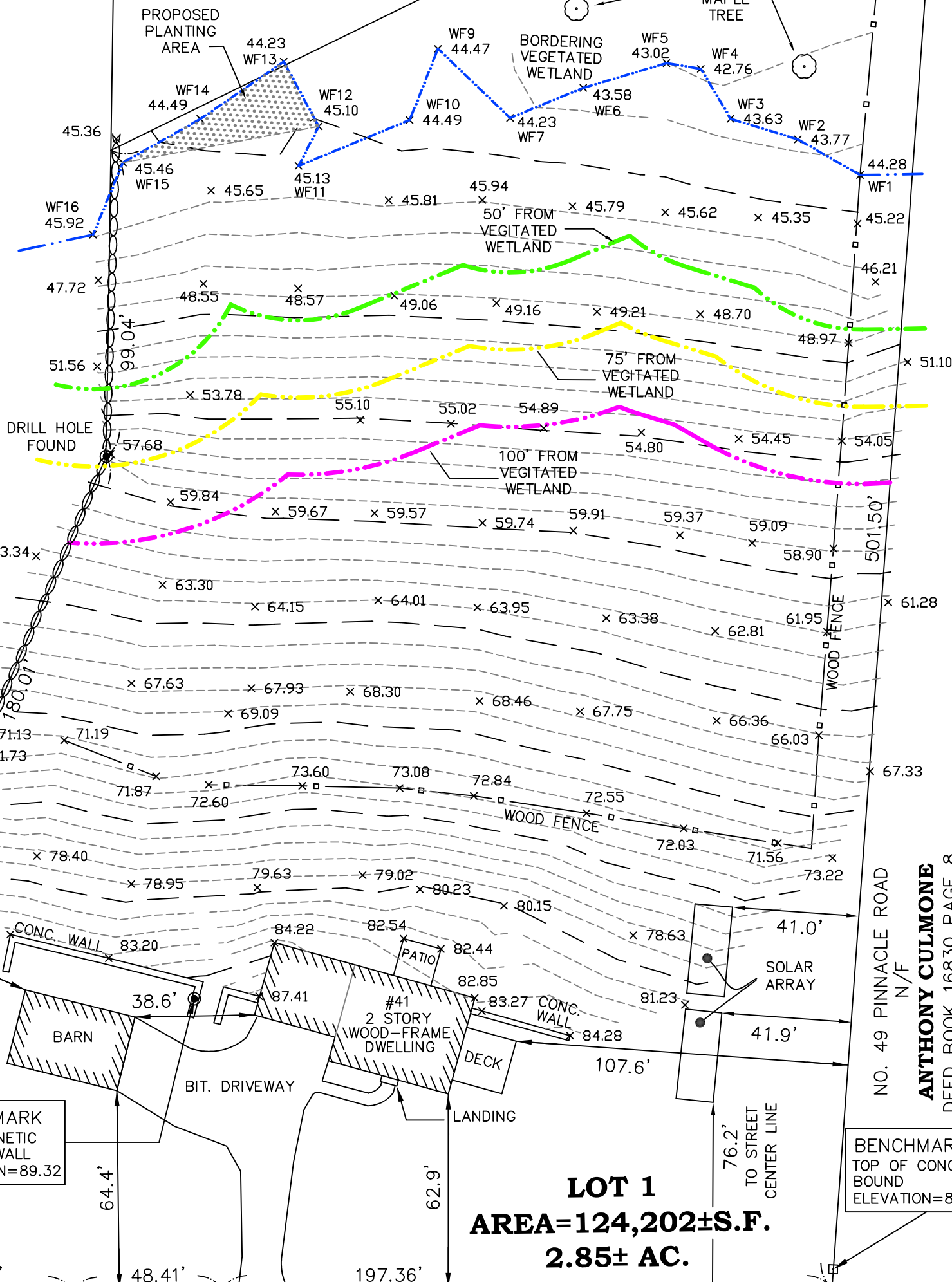
NO. 134 OLD LITTLETON ROAD  
N/F  
**SEAN & DIANDRA BILODEAU**  
DEED BOOK 61790 PAGE 76  
PLAN BOOK 236 PLAN 10

300.00'  
MERIDIAN BASED ON PLAN BOOK 837 PLAN 109

**REFERENCES:**

DEED BOOK 54867 PAGE 259  
PLAN BOOK 837 PLAN 109

PINNACLE ROAD  
N/F  
**CARSON ORCHARDS, INC.**  
DEED BOOK 37610 PAGE 245  
PLAN BOOK 341 PLAN 96



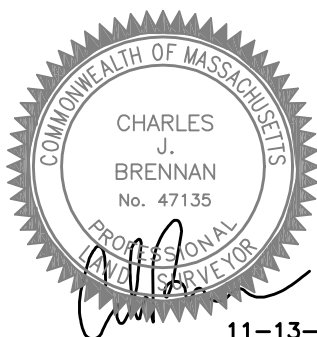
NO. 49 PINNACLE ROAD  
N/F  
**ANTHONY CULMONE**  
DEED BOOK 16830 PAGE 8  
PLAN BOOK 341 PLAN 96

**LOT 1**  
**AREA=124,202±S.F.**  
**2.85± AC.**

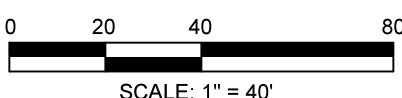
**PINNACLE ROAD**

**NOTES:**

- 1.) THIS PLAN WAS PREPARED FROM AN INSTRUMENT SURVEY PERFORMED IN OCTOBER OF 2022.
- 2.) SUBSURFACE UTILITIES WERE NOT INCLUDED AS PART OF THIS SURVEY.
- 3.) A TITLE EXAMINATION WAS NOT PROVIDED FOR THIS SURVEY. AS SUCH OTHER MATTERS OF RECORD MAY EXIST AND NOT BE SHOWN HEREON.
- 4.) VERTICAL DATUM: ASSUMED.
- 5.) WETLANDS DELINEATED BY OTHERS.



11-13-23



**TOPOGRAPHIC PLAN OF LAND**  
IN  
**HARVARD, MA**

AT 41 PINNACLE ROAD  
PREPARED FOR

**RACHEL BROADHURST**  
BY  
**SUMMIT SURVEYING INC.**

285 LITTLETON ROAD, SUITE 2, WESTFORD, MA  
TEL. 978-692-7109 WWW.SUMMITSURVEYINGINC.COM  
OCTOBER 26, 2022 22-0147  
REV: 50' & 75' WETLAND BUFFER LINE BY: CJB DATE: 6-20-23  
EROSION PROTECTION, FENCE AND TREES BY: CJB DATE: 7-31-23  
PLANTING AREA, REMOVE FENCE & EROSION PROTECTION BY: CJB DATE: 11-13-23

# BEAR HILL LANDSCAPING

75 Old Lowell Road  
Westford, MA 01886

# Invoice

Date	Invoice #
11/11/2023	7909

<b>Bill To</b>
Harvard Conservation Commission 13 Ayer Road Harvard, MA 01451

<b>Terms</b>
10 Days

Description	Quantity	Rate	Amount
Herman Orchard Field Mowing & Brush Hogging		4,000.00	4,000.00

Thank you for your business!	<b>Total</b>	\$4,000.00
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<b>Phone #</b>	<b>E-mail</b>
978-692-6669	bearhilllandscaping@yahoo.com

<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$4,000.00
<b>Customer Total Balance</b>	\$4,000.00