



**SELECT BOARD
AGENDA
Tuesday, April 12, 2022
7:00pm**

The Select Board Regular Meeting is being held virtually in accordance with legislation S. 2475, an act relative to extending certain COVID-19 measures adopted during the Covid Pandemic state of emergency. Interested individuals can listen in and participate by phone and/or online by following the link and phone # below.

UpperTH ProWebinar is inviting you to a scheduled Zoom meeting.

Topic: Select Board

Time: Apr 12, 2022 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88599761229?pwd=MmJRNU1hUURDZUlldkp3WUc1N2NUUT09>

Meeting ID: 885 9976 1229

Passcode: 926019

Find your local number: <https://us02web.zoom.us/u/kVctp8vV>

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+19294362866,,12390012# US (New York)

AGENDA ITEM

- 1) Required community briefing on the draft MBTA Multi-Family Guidelines (7:00)
- 2) Approve minutes 3/15 & 3/16 (7:25)
- 3) Public Communication (7:30)
- 4) Staff Report/Updates (7:35)
- 5) Action items: (7:45)
 - a) Recognize resignation of Lisa Foley from Warner Free Lecture
 - b) Issue liquor license to the Bowling Lanes
 - c) Act on Mass Works Infrastructure grant application
 - d) Act on request from the Girl Scouts to plant flowers on the town common near the war monument.
 - e) Act on request from the Town Clerk to establish an annual \$50 fee for Certificates of Registration for flammable storage.
 - f) Determine cost of one-day entertainment license
- Discussion items: (8:00)
 - a) Discuss terms of lease for the Bromfield House
 - b) Discuss the Transportation Improvement Program Project for Ayer Road Reconstruction
 - c) Discuss terms of lease for the old library
- 6) Select Board Reports

***Next Regular Select Board Meeting
Tuesday, May 3, 2022
7:00pm***

All times are approximate except for scheduled public hearings.



MBTA Communities Draft Multifamily Guidelines

A Briefing with the Harvard Select Board

APRIL 12, 2022

Agenda

1. Background
2. Multifamily Housing Summary
3. Summary of Draft Guidelines
4. Compliance Issues
5. Comments Submitted to State
6. Important Dates
7. Resources
8. Q & A

Background

- Economic Bond Bill (*House No. 5250, An Act Enabling Partnerships for Growth*) passed Mass Legislature in December 2020 and signed by Governor Baker in January 2021.
- Bill included a range of housing provisions including lowering threshold for Town Meeting vote for certain zoning articles.
- Section 18 of the Bill reads addresses the requirement of MBTA communities to have an as-of-right multifamily zoning district of “reasonable size” with a minimum density of 15 units per acre. The language of the sections reads as follows:

1312 Section 3A. (a)(1) An MBTA community shall have a zoning ordinance or by-law that provides
1313 for at least 1 district of reasonable size in which multi-family housing is permitted as of right;
1314 provided, however, that such multi-family housing shall be without age restrictions and shall be
1315 suitable for families with children. For the purposes of this section, a district of reasonable size
1316 shall: (i) have a minimum gross density of 15 units per acre, subject to any further limitations
1317 imposed by section 40 of chapter 131 and title 5 of the state environmental code established
1318 pursuant to section 13 of chapter 21A; and (ii) be located not more than 0.5 miles from a
1319 commuter rail station, subway station, ferry terminal or bus station, if applicable.

1320 (b) An MBTA community that fails to comply with this section shall not be eligible for funds
1321 from: (i) the Housing Choice Initiative as described by the governor in a message to the general
1322 court dated December 11, 2017; (ii) the Local Capital Projects Fund established in section
1323 2EEEE of chapter 29; or (iii) the MassWorks infrastructure program established in section 63 of
1324 chapter 23A.

1325 (c) The department, in consultation with the Massachusetts Bay Transportation Authority and the
1326 Massachusetts Department of Transportation, shall promulgate guidelines to determine if an
1327 MBTA community is in compliance with this section.

Definition and Summary of Multifamily Housing

- **Typology** – Multifamily housing is typically any building containing three or more residential units. It can be ownership or rental. It can be upscale or affordable.
- **Design and Siting** – The options for design and siting of multifamily housing are numerous (see next slide).
- **Fiscal Impact** – Just as options for multifamily are numerous so is their potential fiscal impact. Many studio, 1BR, and 2BR units have a net fiscal positive impact. Even 3BR units can generate a positive impact if an upscale market rate unit.
 - See: https://www.mhp.net/writable/resources/documents/Fiscal-impacts_2003.pdf
- **Community Facilities Impact** – Specific facilities and services impacts can be planned for. Letter recommends Impact Fees for communities.



6-Family Home



3-Family Townhouse



3-Family Home



3-Family Home



6-Family Home

Multifamily housing can look nice and fit it with the character of a local community.

Design guidelines and requirements can provide assurances to a community that whatever is developed will fit in with surrounding area.

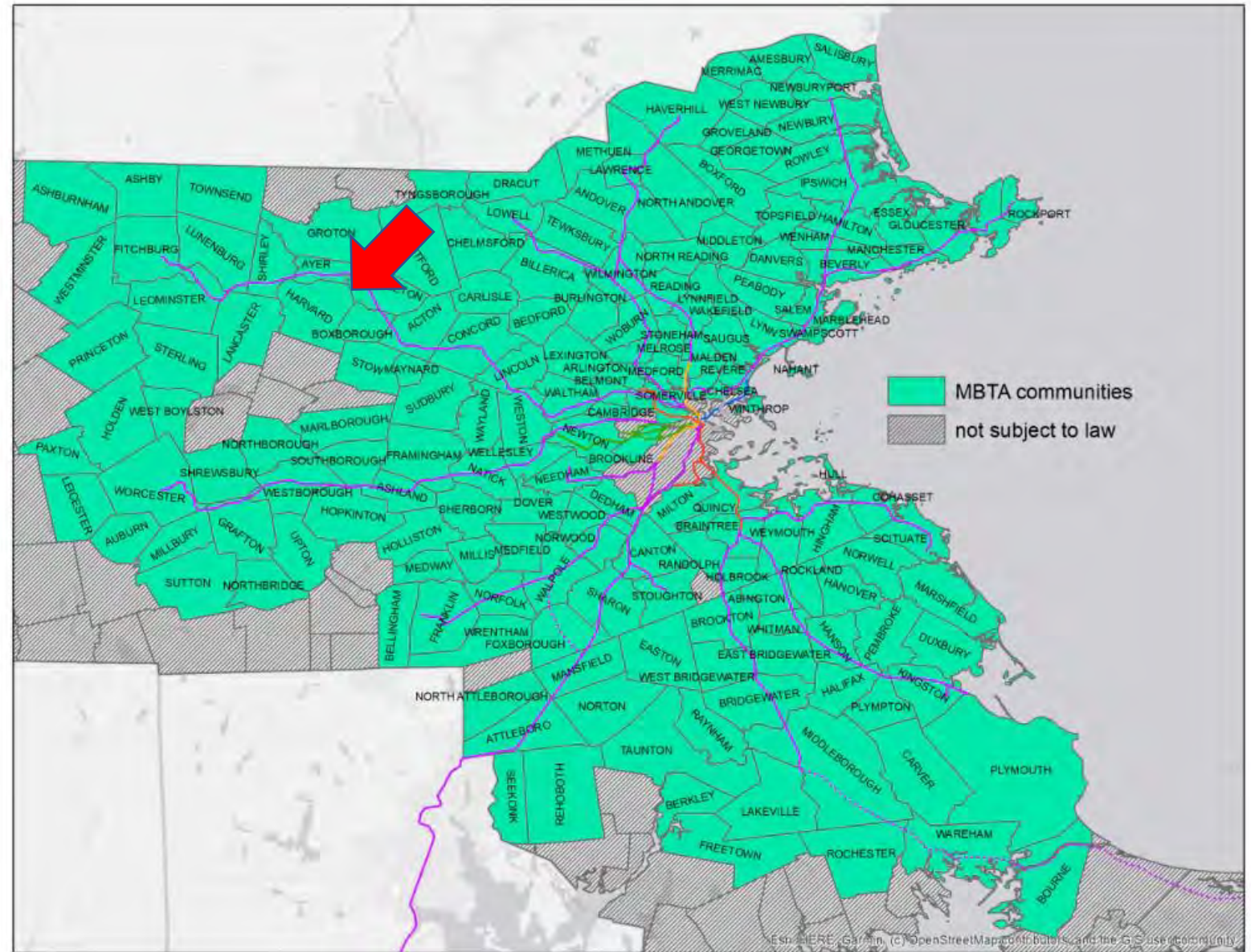
Summary of Draft Guidelines

- Guidelines released on December 15, 2021
- DHCD Webinar on January 12, 2022 providing information on Guidelines
- DHCD also provided a [web page](#) for the program which includes:
 - FAQ
 - Webinar Slides
- The Planning Board has discussed the Guidelines on four separate occasions and the following summary and other discussion feedback follows over the next few slides.

“MBTA community” is defined by reference to M.G.L. c. 161A, sec. 1:

- ❖ one of the “14 cities and towns” that initially hosted MBTA service;
- ❖ one of the “51 cities and towns” that also host MBTA service but joined later;
- ❖ other “served communities” that abut a city or town that hosts MBTA service; or
- ❖ a municipality that has been added to the MBTA under G.L. c. 161A, sec. 6 or in accordance with any special law relative to the area constituting the authority.

In total, 175 MBTA communities are subject to the new requirements of Section 3A of the Zoning Act.



Draft Guidelines Summary

1. Must establish a district of a “reasonable” size (at least 50 acres of land).
2. May have sub-districts with differing densities as long as the overall district meets the minimum requirement.
3. Must allow at least 15 units/acre (minimum gross density).
4. Must be without any age restrictions.
5. Must be legally and practically allowed.
6. Should be in areas that have safe and convenient access to transit by bicycles and pedestrians.

Draft Guidelines Summary

7. Must allow for at least 10% of units as share of total housing stock but also must allow at least 750 units (50 acres x 15 units/acre).
8. Communities must estimate the unit capacity for each district. The minimum required capacity must be attainable in the district(s).
9. Districts may be established that already include existing multifamily units.

Draft Guidelines Summary

10. When an MBTA community has no land area within 0.5 mile of a transit station (Harvard), the multi-family district should, if feasible, be located in an area with reasonable access to a transit station based on existing street patterns, pedestrian connections, and bicycle lanes, or in an area that otherwise is consistent with the Commonwealth's sustainable development principles.
11. DHCD must make a "Determination of Compliance" for each applicable community, which may be interim, allowing Harvard to establish the requisite bylaws and mapped area(s).
12. Interim compliance requires:
 - a. Creation of an Action Plan
 - b. Implementation of Action Plan
 - c. Adoption of Zoning Amendment
 - d. Request Determination of Full Compliance

Compliance Issues

13. **Effect of Non-Compliance** – The MBTA community will not be eligible for funds from the following grant programs:
 - a. the Housing Choice Initiative;
 - b. the Local Capital Projects Fund; or
 - c. the MassWorks infrastructure program;
 - d. DHCD may, in its discretion, take non-compliance into consideration when making other discretionary grant awards.

14. For interim compliance, an MBTA community must:
 - Submit the MBTA Community Information Form by 5:00 p.m. on May 2, 2022.
 - Hold a briefing of your City Council, Town Council or Select Board on the Draft Compliance Guidance no later than May 2, 2022 and attest to that on the MBTA Community Information Form. This meeting is the briefing.

Comments Submitted to State on March 31st

The Harvard Planning Board worked closely with the Select Board and other boards and committees (e.g., Conservation Commission, Board of Health, School Committee) to develop a comment letter to the state Department of Housing and Community Development (DHCD) as provided for by the Guidelines. The highlights of comments included in the letter are as follows:

1. **Number of Units** – criticized the 750 unit minimum and the one-size-fits-all application.
2. **Deadline** – Stated that the 12/31/2024 deadline was too soon and requested an extension.
3. **Systems @ Capacity** – Citing a study, the letter noted how the Guidelines would impact multiple systems such as local services and infrastructure, and asked State to consider assistance to address capacity issues.
4. **Impact Fees** – The letter asked the state to consider passing an impact fee law.
5. **Grants in Aid** – Requested assistance to develop water and sewer infrastructure.

Comments Submitted to State on March 31st

6. **Mixed-Use/Smart Growth** – Expressed to the state that the Guidelines were not good planning and that amendments were needed to allow this as part of the program.
7. **Phasing** – Stated that in addition to lowering the #, that the state should allow phasing of projects.
8. **Age-Friendly** – Asked if over-55 developments could be included.
9. **Affordable** – Noted that affordable housing was not addressed and recommended that it should be.
10. **Schools** – Noted anticipated impact on schools.
11. **Wastewater** – Lengthy and in-depth comment on wastewater impacts and lack of opportunity in Harvard.

Important Dates

Please see below the set of important dates related to the new MBTA multifamily zoning district guidelines. We should add them to our calendars.

COMPLETED

- March 31, 2022 – Deadline for submitting comments on Draft Guidelines.
- Before May 2, 2022 – The Select Board must hold a briefing on the Draft Compliance Guidance.
 - Scheduled for April 12, 2022
- May 2, 2022 @ 5:00 pm – The MBTA Community Information Form must be submitted.
 - Submitted on April 13, 2022
- July 1, 2023 – Deadline for obtaining DHCD approval of a timeline and action plan.
- December 31, 2024 – Deadline for adopting an appropriate zoning amendment that complies with guidelines.

To Achieve
Interim
Compliance

Available Resources for Harvard

Available Resources for Harvard

There are a range of technical resources available to assist MBTA communities to respond to the guidelines. These include:

1. Mass Housing Partnership – MHP has a Housing Toolbox on their website but is also offering personalized technical assistance to six (6) communities on a first come-first served basis with an application due in May.
2. One Stop for Growth Grant Program – This grant program, where we previously applied for Ayer Road but were declined, will now be prioritized for MBTA communities. We could revise our previous application to include these requirements and resubmit.
3. EEA Planning Technical Assistance Grant Program – This is the FY 2023 cycle of the grant we received for Ayer Road (\$45,000) this year. I understand that EEA will prioritize 2023 applications for MBTA communities.
4. DLTA Grant Program – As Stacia has already reported, MRPC is prioritizing DLTA grant applications for MBTA community projects.

Questions & Comments?



Select Board Minutes
Tuesday, March 15, 2022
7:00pm

The Select Board Regular Meeting was held virtually in accordance with the Governor's Executive Order Suspending Certain Provisions of the Open Meeting Law, G.L.c.30A. S.20.

Select Board participants:

Stu Sklar, Kara Minar, Erin McBee, Alice von Loesecke, Rich Maiore

Town Department attendees:

Town Administrator Tim Bragan, Assistant Town Administrator Marie Sobalvarro, Executive Assistant Julie Doucet and School Superintendent Linda Dwight

Additional participants:

Town Clerk Lynn Kelly, Community & Economic Development Director Chris Ryan, Planning Board Chair Justin Brown, Water Commissioner Cindy Russo, Finance Committee Chair Jennifer Finch, Frank Carlson, School Committee members SusanMary Redinger & Sharlene Cronin, BoH Chair Libby Levison, Keith Turner, Transportation Advisory Committee member Bruce Leicher

Code of Conduct

Marie Sobalvarro recapped the code of conduct was initially discussed at Select Board's Strategic Planning Session last spring, has been fully vetted and on the agenda numerous times awaiting action from the board. She explained having a code of conduct in place sets expectations for town volunteers similar to policies in place for town employees. Kara Minar offered a minor edit. By a roll call vote, McBee – aye, Minar – aye, Maiore – aye, von Loesecke – aye, Sklar – aye, the board voted unanimously to approve as amended.

Select Board Policies & Procedures

Alice von Loesecke and Erin McBee worked on updating the policies. Their draft was shared at previous meetings. Kara Minar offered a minor edit. By a roll call vote, McBee – aye, von Loesecke – aye, Minar – aye, Maiore – aye, Sklar – aye, the board voted unanimously to adopt changes to policies and procedures as discussed.

Town Common Rules/Regulations

The Select Board reviewed rules and regulations established by the Park & Recreation Commission when they were responsible for use of the common areas. The Select Board/Town Administrator's office will take on this role moving forward. A few minor edits were made. By a roll call vote, Minar – aye, McBee – aye, Maiore – aye, von Loesecke – aye, Sklar – aye, the board voted unanimously to approve as amended.

Remote work policy

Marie Sobalvarro stated the policy is the same as shared prior. She reported the Personnel Board held the required hearing and voted unanimously to recommend the Select Board include this policy in the personnel bylaws. By a roll call vote, Minar – aye, McBee – aye, Maiore – aye, von Loesecke – aye, Sklar – aye, the board voted unanimously to approve.

Next steps on cell tower

The Select Board members decided to add the lease of land for installation of a cell tower to the town meeting warrant and in the meantime an RFP (Request for Proposals) will be advertised to provide additional information at the town meeting. By a roll call vote, Minar – aye, Maiore – aye, McBee – aye, von Loesecke – aye, Sklar – aye, the board voted unanimously to include the cell tower on the warrant for the may town meeting.

Formal comments to the state on the MBTA-related multifamily zoning draft guidelines

Planning Board Chair Justin Brown and Community & Economic Development Director Chris Ryan came to review the draft letter worked on with their liaison Kara Minar and PB member Richard Cabelus. Brown explained the state guidelines apply to Harvard as an MBTA adjacent community requiring bylaws be established for a 50-acre multifamily district at 15 units/acre density (750 units). He noted non-compliance results in loss of eligibility for specific State Grant Funding. The Planning Board understands the complexity of these requirements especially for the school system and is utilizing this letter as an attempt to emphasize commonalities among communities that may find this mandate difficult to comply with. The draft letter had some areas those involved in the drafting did not agree upon therefore those sections were highlighted for consideration by the Select Board. The board members made their suggested edits. By a roll call vote, McBee – aye, Maiore – aye, Minar – aye, von Loesecke – aye, Sklar – aye, the board voted unanimously to empower the chair to work with Justin and Planning Board members to draft changes discussed and to sign the completed letter.

Rantoul Trust funding request for the Ayer Road Vision Plan next phases

Planning Board Chair Justin Brown said they discussed this request previously however due to recent changes with the consultant hired there is no urgency on this matter.

Staff Report/Updates (Attachment A)

Update on Senior Means Tested Tax Exemption

Stu Sklar explained the legislation that was passed three years ago as a trial requires additional action at the upcoming town meeting. He expects to have more information at the next meeting.

Update on Carlson Orchards entertainment license request

Stu Sklar reported as it turns out in an A/R district an annual entertainment license cannot be issued. He learned it is permissible to issue up to 30 (calendar year) one day entertainment licenses instead. Sklar has spoken with Frank Carlson who will submit a request with specific dates for entertainment. The board can act on this at their next meeting once the dates are determined. License conditions will be discussed as well.

FY23 budget discussion

Alice von Loesecke offered some possible changes to the overall budget for consideration by the Finance Committee. She raised concerns due to the outyear projections being high growing the deficit by half a million each year which is more rapid than traditional. She has met with the Finance Director and town administration to understand the assumptions used. Von Loesecke highlighted positions within the school department that are funded through an increase in ESSR funds due to Covid however what happens once those additional funds are gone. Will those positions still be needed and then be rolled into the omnibus budget moving forward? She recommended leaving a 150,000 surplus for next year to help avoid an override later down the road.

School Committee Chair SusanMary Redinger commented on the out of district expenses for special education and district placement tuition increases. She is reluctant about reducing their budget. School Committee member Sharlene Cronin added the increases for ELA (English Language Arts) services to support diversity, for example with the Afghan refugees, this requires more services.

Redinger also noted the school bus contract is due this year which undoubtedly will increase its cost due to the limited amount of bus companies that will bid and the increase in fuel costs. Cronin added the need to consider increase in costs for most anything due to the high rate of inflation. They must also consider the aging Bromfield School which has costly unexpected repairs such as the fire panel this year. Redinger is skeptical not taking advantage of the full levy this year will only cause issues in the future.

School Superintendent Linda Dwight said each year positions are reevaluated based on the needs of students. She added in some communities' town funds from Covid relief funding have been used for the schools. The Select Board will discuss the budget further at their meeting at 6pm tomorrow night before the Finance Committee meeting at 7pm.

Open Space Committee

By a roll call vote, McBee – aye, Maiore – aye, Minar – aye, von Loesecke – aye, Sklar – aye, the board voted unanimously to appoint Frank Carlson as the Agricultural Advisory Committee rep. on the Open Space Committee.

Act on Eagle Scout proclamations

Erin McBee recognized Christian Lancellotti, Michael Bretz and Matthew Zobbi for their efforts to attain Eagle Scout designation.

Innholder license for Friendly Crossways

Board of Health Chair Libby Levison explained the complexities associated with Friendly Crossways admitting the board has spent several hours discussing and researching this topic. She noted the MGL does not clearly define how hostels should be permitted with each town having their own process. She explained the main factors to consider are whether or not food is served and the size of the hostel. Levison has learned towns can take a proactive approach to support commercial establishments in town with boards working together to ensure that the Town Code clearly defines the permits required for each business.

She codified the following points to consider:

- If Friendly Crossways operates only as a hostel, then an Innholder's License would be appropriate.
- If Friendly Crossways operates as a hostel and hosts 1-day conferences, (ie, no overnight stays) with catered food, then an Innholder's License would be appropriate.
- If Friendly Crossways operates as a hostel and hosts 1-day conference and day-of weddings, with no overnight guests and all food catered, then an Innholder's License would be appropriate.
- If Friendly Crossways hosts retreats, conferences or weddings that include overnight guests, then we believe that the closest match in MGL is a motel license.
- Because Friendly Crossways has plans to host 8 weddings and 5 retreats with overnight guests between April 28 and Oct 28, 2022 (that we know about), our Health Agent and the Board of Health do not think that the Innholder's license is appropriate, and Friendly Crossways should apply for a Motel License.
- Please note our assumption, based on extensive discussion with the Turners, that no meals will be prepared in the Friendly Crossways kitchen by either the Turners nor a caterer (self-catering is acceptable)

Current owner, Keith Turner, said they are requesting the innholder license be issued through the end of 2022. They are aware as well as the potential new owners all licenses will be null and void upon sale of the property. He said the new owner understands they will have to comply with all current regulations. Turner explained they would like to maintain the ability for guests to use the kitchen to make their own food however any retreats/weddings that will be held in 2022 will have outside catering. Based on the information provided by the Board of Health, statements made by the current owner/operators and the interest of the Select Board to issue the license a motion was made to that effect. By a roll call vote, Maiore – aye, McBee – aye, Minar – aye, von Loesecke – aye, Sklar -aye, the board voted unanimously to issue an innholder license to Friendly Crossways through December 31, 2022.

Discuss formalizing use of the patio by the Harvard General Store

Stu Sklar spoke about the interest of the General Store to continue outdoor dining. Tim Bragan said the state had extended the emergency use. Von Loesecke agrees with extending the emergency use but recommends a more permanent arrangement with the town be established for use of municipal property. By a roll call vote, von Loesecke – aye, Minar – aye, Maiore – aye, McBee – aye, Sklar – aye, the board voted unanimously to extend the Town of Harvard temporary outdoor dining program through the end of 2022 with the General Store and extend all conditions.

Update from the Transportation Advisory Committee regarding Ayer Rd reconstruction

Committee Chair Bruce Leicher came to express their concern feedback from town residents at the 10% hearing about traffic calming has not been represented in the design plan. He had an opportunity to speak with Senator Jamie Eldridge who had assisted Bolton with a project they were working on with DOT. He offered to do the same for Harvard. Leicher said DPW Director Tim Kilhart is doing a great job however if he is relying on the consultants there seems to be a disconnect on their end. They decided to set up a meeting with Select Board members Stu Sklar, Kara Minar, town administration and Bruce Leicher to meet with consultant TEC.

By a roll call vote, Minar – aye, Maiore – aye, McBee – aye, von Loesecke – aye, Sklar – aye, the board voted unanimously to extend the meeting past 10:00pm to act on the executive session.

By a roll call vote, Minar – aye, Maiore – aye, McBee – aye, von Loesecke – aye, Sklar – aye, the board voted unanimously to enter into executive session at 10:30pm per MGL Ch. 30A, s. 21(a)3: To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body. The Select Board will reconvene into open session.

The meeting was adjourned at 10:30pm.

Documents referenced:

Code of Conduct, Select Board Polices, town common rules/regs – dated 3.15.2022

Remote work policy – dated Feb 2022

Rantoul funding request – dated 2.23.2022

MBTA Multifamily PB memo – dated 3.15.2022

Proclamation requests – dated 1.24.2022

**Staff Report
March 15, 2022**

Annual Appointment Update:

- Attached is the most current list of committee/board/commission members who have terms that will expire in June 2022. This list includes those who have responded with their intent to continue or not.
- All incumbents have been notified requesting statements of intent to continue by March 15th.
- Committee/Board/Commission chairpersons have been informed of those up for reappointment and have been discussing upcoming appointments at their meetings.
- List of current vacancies is included and a call for volunteers has been posted on the town website as well as emailed to town news/announcement subscribers.

Revenue Ideation Committee: Reminder that March 2022 is due date for final report, and that (ad-hoc) terms will expire.

Resignation: Shannon Kinayman has submitted her resignation from the Cultural Council

Craftsman Village: Ayer Road MCO Housing Services has provided information on the affordable housing available. Contact information and the application is posted on the town website, and has been emailed to news/announcement email subscribers.

Pole Petition Hearing: National Grid has requested a hearing for 46 Under Pin Hill Road. The poles are necessary to provide to a new home.

Harvard Ambulance Co-Directors met with the Fire Chief and Asst TA last week to discuss HAS recruitment/retention and staffing projections, in the context of the national-level challenges facing first responders. For the immediate term, the additional EMT/FF in the FY23 budget and the nascent (but labor-intensive) EMR to EMT bridge program by HAS provides an infusion of staffing. Mid-term and longer-term strategies to address staffing and response remain under discussion.

Follow-up reminder that the DOT 25% public hearing will be happening on Wednesday, March 30, 2022 at 6:30 p.m. Register for the meeting here: <https://www.mass.gov/massdot-highway-design-public-hearings> Additional information (i.e., where to submit concerns, what does a hearing accomplish, etc.) is attached, FYI.

FYI -- The current lease with Harvard's Cultural Collaborative (aka Fivesparks) will end as of July 15, 2022.

Fire Station Study update: As a follow-up to the last SB meeting, the PBC reviewed the revised scope of services with KBA, the architect engineer. A breakdown of the staged plan indicating 'now' (i.e., current needs) and future is attached, FYI.

Transfer Station: We're exercising our option to renew our 1-year hauling contracts (this is the second renewal as the Board was not certain of the disposition of the Transfer Station); updated contracted costs per haul are attached, FYI.

Our Medicare-eligible retiree population (~132 subscribers) is mid-way through their transition to Blue Cross Blue Shield for coverage starting June 1, 2022.

Budget/Legislative updates:

- At 1:00 p.m. today there was a Joint Ways & Means FY23 budget hearing regarding local aid and education – still awaiting the digest regarding outcomes.
- Gas tax is seemingly off the table.
- Chapter 90 formula revision (i.e., shifting from the 1972 formula of 58.33% road miles, 20.83% population, and 20.83% employment to something more heavily weighted to road miles) under discussion.

Bond ratings call this afternoon for the \$4,925,738 bonds (Dump Truck & Ayer Road Engineering Study renewed, new issue for Old Library, COA, and our portion of Fire Truck); expectation is a an April 5, 2022 SB meeting to approve sales and sign associated paperwork.

Next Business Meeting date discussion: Tuesday, March 29th instead of Tuesday, April 5?



Select Board Minutes
Wednesday, March 16, 2022
6:00pm

The Select Board Regular Meeting was held virtually in accordance with the Governor's Executive Order Suspending Certain Provisions of the Open Meeting Law, G.L.c.30A. S.20.

Select Board participants:

Stu Sklar, Kara Minar, Erin McBee, Alice von Loesecke, Rich Maiore

Town Department attendees:

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

FY23 budget discussion

Alice von Loesecke explained her biggest concern was with the assumptions used on the look ahead. She was able to meet with the school budget committee which was helpful. In addition, she learned more details from Finance Director Jared Mullane and is more comfortable with the approach.

She shared with the Select Board members some of the relevant highlights:

- Budgets are 3.25% higher than in years past
- On the Town side employee wages will increase at 3%
- 2.5% increase for expenses which in years past was 0 or 1%; more realistic
- Health care will increase at 5%

She is confident in this budget as long as there is collaboration moving forward and a commitment to stay at these levels. She indicated projections are based on the level of budget for this year.

She understands the challenges for the school department but noted any additional ESSR funds being used this year are one time funds. If those funds continue in future budgets the expense will be included however revenue will go down. She emphasized ESSR/ARPA funds will not be an option in the future. The school department understands this as well and expects additional housing in Devens at Emerson Green will help increase the Devens fund that could be used to offset losses from ESSR.

Erin McBee asked about new growth figures and expects those figures may be conservative.

Finance Director Jared Mullane reaffirmed what von Loesecke had conveyed.

At this time, von Loesecke is not included to suggest any changes to the budget. Her fellow board members were in agreement.

By a roll call vote, von Loesecke – aye, Minar – aye, McBee – aye, Maiore – aye, Sklar – aye, the board voted unanimously to accept the FY23 budget as recommended by the Finance Committee according to the version proved by finance director as of today.

The meeting adjourned at 6:20pm.

Lynn P. Kelly
Town Clerk
13 Ayer Road
Harvard, MA 01451

April 6, 2022

Re: Resignation

Dear Lynn,

As you know, I am a Trustee of the Warner Free Lecture Trust. My current term expires in 2023 but I am, unfortunately, unable to complete it due to changes in my personal circumstances.

Therefore, this letter serves as my formal letter of resignation from my role as Trustee of the Warner Free Lecture Trust effective on May 31, 2022.

The remaining Trustees are aware and have accepted my resignation.

Sincerely,

A handwritten signature in black ink that reads "Lisa Foley". The signature is written in a cursive, flowing style.

Lisa Foley

**OFFICES OF THE
SELECT BOARD AND
TOWN ADMINISTRATION**

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

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



April 12, 2022

Secretary Jay Ash
Executive Office of Housing and Economic Development
1 Ashburton Place
Boston, MA 02108

Dear Secretary Ash:

I certify that at the Select Board meeting on April 12, 2022, the Board voted to submit the 2023 MassWorks Infrastructure grant application for road safety improvements in Harvard Center and to authorize the Chair of the Select Board to sign the "Certificate of Public Entity Authorization" form.

Sincerely,

Timothy Bragan
Town Administrator

**OFFICES OF THE
SELECT BOARD AND
TOWN ADMINISTRATION**

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

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



April 12, 2022

Secretary Jay Ash
Executive Office of Housing and Economic Development
1 Ashburton Place
Boston, MA 02108

Dear Secretary Ash:

I, Stu Sklar, hereby certify that I am duly authorized to submit this application on behalf of the Town of Harvard and to agree to implement the MassWorks Infrastructure Program requirements on behalf of said municipality. I understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to make the MassWorks Infrastructure grant and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the grant if any of the information provided is inaccurate, misleading, or false.

I hereby certify under the pains and penalties of perjury that the answers submitted in this application and the documentation submitted in support are accurate and complete.

Name	Title	Date
------	-------	------

Please return an original copy of the signed authorization letter to:

MassWorks Infrastructure Program
Executive Office of Housing and Economic Development
1 Ashburton Place, Room 2101
Boston, MA 02108

From: Lynn Kelly
Sent: Monday, March 14, 2022 4:12 PM
To: Julie Doucet <jdoucet@harvard-ma.gov>
Subject: Select Board Agenda

Hi Julie,

I would like to establish a fee for the annual issuance of the certificates of registration for flammable storage. On May 1, 2010 Town Meeting accepted article 46, MGL c. § 22F, entitled "Licenses fees; service charges", therefore the fee should not have to be accepted into the fee schedule by ATM, but fixed by our elected board.

Based on the rates set by other Worcester County communities, my suggestion is to set the fee at \$50.00.

Thank you,

Lynn P. Kelly
Town Clerk,
Records Access Officer, Registrar of Voters

Town Clerk's Office

Town of Harvard

13 Ayer Road

Harvard, MA 01451

Phone: 978-456-4100

Office Hours: Monday through Thursday 8:00 am to 4:30 pm

RESIDENTIAL LEASE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

A. The termination date shall be on _____ or the date that the Tenant vacates the premises, whichever occurs first. Upon the termination date the Tenant, shall be required to vacate the Premises unless one of the following circumstances occur: (i) Landlord and Tenant formally extend this Agreement in writing or

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

2. **RENT.** The total rent for the term hereof is the sum of _____ and no/100 DOLLARS (\$_____.00) payable on the first day of each month.

3. **SECURITY DEPOSIT AND LAST MONTH'S RENT.** The Tenant shall not be required to pay a security deposit or last month's rent until such last month's rent is due.

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

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

subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

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

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

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

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

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

11. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of the Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

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

13. **TENANT HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at _____ and no/100 DOLLARS (\$_____.00) per month and except that such tenancy

shall be terminable upon thirty (30) days written notice served by either party.

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

15. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

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

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

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

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

20. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this

Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

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

22. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

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

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

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

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

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

If to Tenant to:

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

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

Town of Harvard, Landlord, by: Ascentria Care Alliance, Inc.,
Tenant,

_____ By: _____
Angeal Bovill, President

its Select Board



Reconstruction of Ayer Road (Route 110/111) in Harvard

Design Public Hearing

Zoom | March 30, 2022 | 6:30 – 8:00 PM

Project No.609213



Zoom controls



- Drop down menu to check microphone and speakers



- Ask a question and share comments



- Raise your hand



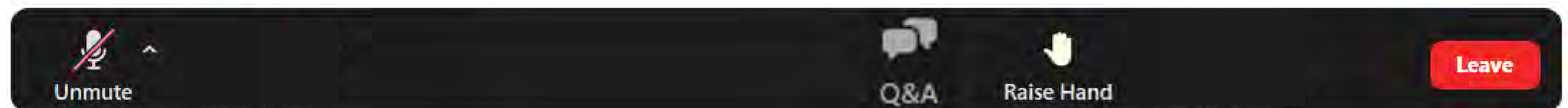
- If you are unable to access the internet or are having technical problems, please call into the meeting at +1 646 - 876 - 9923, Webinar ID: 828 1028 0245



If you have trouble with the meeting technology during the presentation, please call:

1-888-799-9666

Closed captioning automatically generated by Zoom



Please note:

Notification

- While this virtual public hearing is not being recorded, the Massachusetts Department of Transportation may choose to retain and distribute images, audio, and/or the Q/A transcript.
- All parts of this hearing are considered public record.
- If you are not comfortable being recorded, please refrain from utilizing the Q/A feature.

Important notes

- Your microphone is automatically muted upon entering the hearing.
- The hearing will be open to questions and answers at the end of the presentation.
- Please take time to respond to our survey at the end of the presentation. Your feedback is important.

All questions and comments are welcome and appreciated, however we do request that you refrain from any disrespectful comments.

Introduction

- **MassDOT**
 - Muazzez Reardon P.E., Project Manager
 - Nikki Peters, Right of Way Bureau, Liaison
 - Ann Sullivan, Patrick Hanley and Lori Shattuck, District 3
- **Town of Harvard (Municipality)**
 - Timothy B. Kilhart, Harvard DPW Director
 - Christopher J. Ryan, AICP, Dir. of Community & Economic Development
- **TEC, Inc (Design Consultant)**
 - Lori Aho, P.E., Project Manager
 - Elizabeth Oltman, P.E., Transportation Planning Director
- **ATM (Stenographer)**
 - Greg Tarbox

Advertisements


Local Papers

Appeared in the following:

- Harvard Press
 - March 18, 2022
 - March 25, 2022
- Telegram & Gazette
 - March 16, 2022
 - March 23, 2022

MassDOT Website

- Notice and Flyer posted on the MassDOT Website on February 24, 2022
- The hearing was advertised on MassDOT's official Twitter account.




DESIGN PUBLIC HEARING
Resurfacing and Box Widening on Ayer Road
Harvard, MA

What is happening?
A Live Virtual Design Public Hearing will be hosted on the MassDOT website below to present the design for the Resurfacing and Box Widening on Ayer Road, from Route 2 to the Ayer Town Line project in Harvard, MA.

How will this affect you?
The proposed project consists of improvements to approximately 1.7 miles of Ayer Road from the Route 2 interchange to the Harvard/Ayer town line. The proposed improvements consist of reconstructing Ayer Road to provide a consistent roadway width with 11-foot lanes and 4-foot shoulders, widening to provide a left turn lane at Gebo Lane, and realigning approximately 650 feet of Gebo Lane to improve vehicular sight distances. A new shared use path will be constructed along the west side of Ayer Road throughout the project.

<p>When</p> <p>Wednesday, March 30, 2022 Time: 6:30PM to 7:30PM</p>	<p>Attend</p> <p>www.mass.gov/massdot-highway-design-public-hearings</p>
--	--

 This meeting is accessible to people with disabilities and those with limited English proficiency. MassDOT provides reasonable accommodations and/or language assistance free of charge upon request, as appropriate. To request accommodation or language assistance, please contact MassDOT's Chief Diversity and Civil Rights Officer by phone (857-368-8580), TTD/TTY at (857) 266-0603, fax (857) 368-0602 or by email (MassDOT.CivilRights@dot.state.ma.us). Requests should be made as soon as possible prior to the meeting, and for more difficult to arrange services including sign-language, CART or language translation or interpretation, requests should be made at least ten business days before the meeting.

Project inquiries may also be emailed to: massdotprojectmanagement@dot.state.ma.us
Please submit any written statements regarding the proposed undertaking to: **Carrie E. Lavallee, P.E., Chief Engineer, MassDOT, 10 Park Plaza, Boston, MA 02216, Attention: Project Management, PROJECT FILE NO. 609213**

THE COMMONWEALTH OF MASSACHUSETTS
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION – HIGHWAY DIVISION
NOTICE OF A PUBLIC HEARING
Project File No. 609213

A Live Virtual Design Public Hearing will be hosted on the MassDOT website below to present the design for the proposed Resurfacing and Box Widening on Ayer Road, from Route 2 to the Ayer Town Line project in Harvard, MA.

WHEN: 6:30 PM, Wednesday, March 30, 2022

PURPOSE: The purpose of this hearing is to provide the public with the opportunity to become fully acquainted with the proposed resurfacing and box widening on Ayer Road, from Route 2 to the Ayer Town Line. All views and comments submitted in response to the hearing will be reviewed and considered to the maximum extent possible.

PROPOSAL: The proposed project consists of improvements to approximately 1.7 miles of Ayer Road (Route 110/111) from the Route 2 interchange to the Harvard/Ayer town line. The proposed improvements consist of reconstructing Ayer Road to provide a consistent roadway width with 11-foot lanes and 4-foot shoulders, widening to provide a left turn lane at Gebo Lane, and realigning approximately 650 feet of Gebo Lane to form a standard 90-degree T-intersection to improve vehicular sight distances. A new shared use path will be constructed along the west side of Ayer Road throughout the project limits to provide safe and appropriate pedestrian and bicycle facilities. The shared use path will be 10-feet wide with a 3 to 5-foot buffer area.

A secure right-of-way is necessary for this project. Acquisitions in fee and permanent or temporary easements may be required. The Town is responsible for acquiring all needed rights in private or public lands. The Town's policy concerning land acquisitions will be presented in the hearing.

Project inquiries, written statements and other exhibits regarding the proposed undertaking may be submitted to Carrie E. Lavallee, P.E., Acting Chief Engineer, via e-mail to MassDOTProjectManagement@dot.state.ma.us or via US Mail to Suite 6340, 10 Park Plaza, Boston, MA 02116, Attention: **Project Management, Project File No. 609213**. Statements and exhibits intended for inclusion in the public hearing transcript must be emailed or postmarked no later than ten (10) business days (14 calendar days) after the hearing is hosted on the MassDOT website listed below.

This hearing is accessible to people with disabilities. MassDOT provides reasonable accommodations and/or language assistance free of charge upon request (e.g. interpreters in American Sign Language and languages other than English, live captioning, videos, assistive listening devices and alternate material formats), as available. For accommodation or language assistance, please contact MassDOT's Chief Diversity and Civil Rights Officer by phone (857-368-8580), TTD/TTY at (857) 266-0603, fax (857) 368-0602 or by email (MassDOT.CivilRights@dot.state.ma.us). Requests should be made as soon as possible and prior to the hearing, and for more difficult to arrange services including sign-language, CART or language translation or interpretation, requests should be made at least ten business days before the hearing.

This Live Virtual Design Public Hearing or a cancellation announcement will be hosted on the internet at www.mass.gov/massdot-highway-design-public-hearings.

<p>JONATHAN GULLIVER HIGHWAY ADMINISTRATOR</p>	<p>CARRIE E. LAVALLEE, P.E. CHIEF ENGINEER</p>
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Project Handout for Harvard MA

<https://www.mass.gov/massdot-highway-design-public-hearings>



Funding

- Total estimated construction cost: \$10.0 Million

Cost does not include any right-of-way acquisition costs.

- Project programmed in the Statewide Transportation Improvement Program (STIP) in the appropriate Federal Fiscal Year

Funding Sources:

- Federal Aid (80%)
- State Funds (20%)



U.S. Department
of Transportation

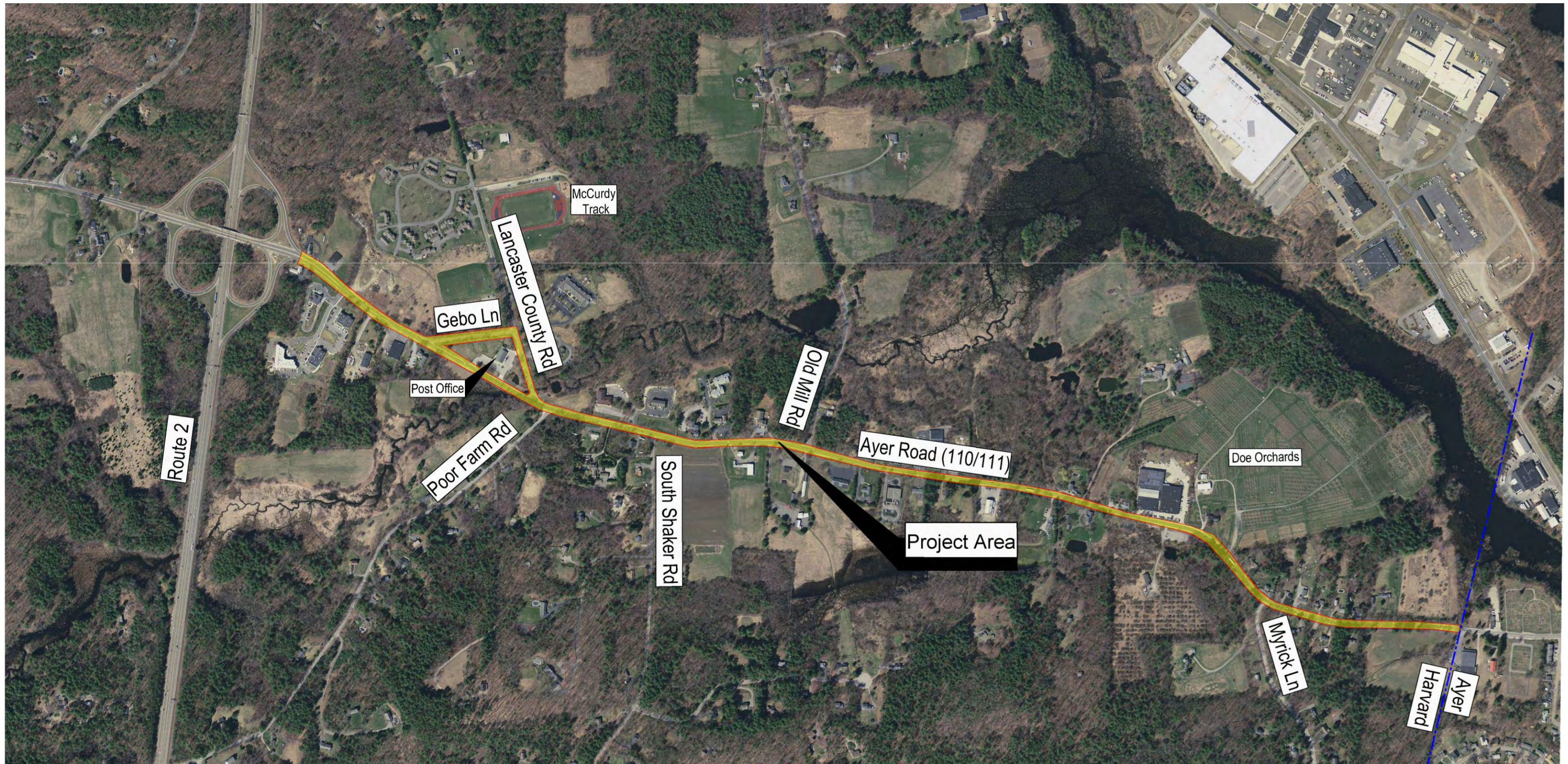
**Federal Highway
Administration**

Project Overview

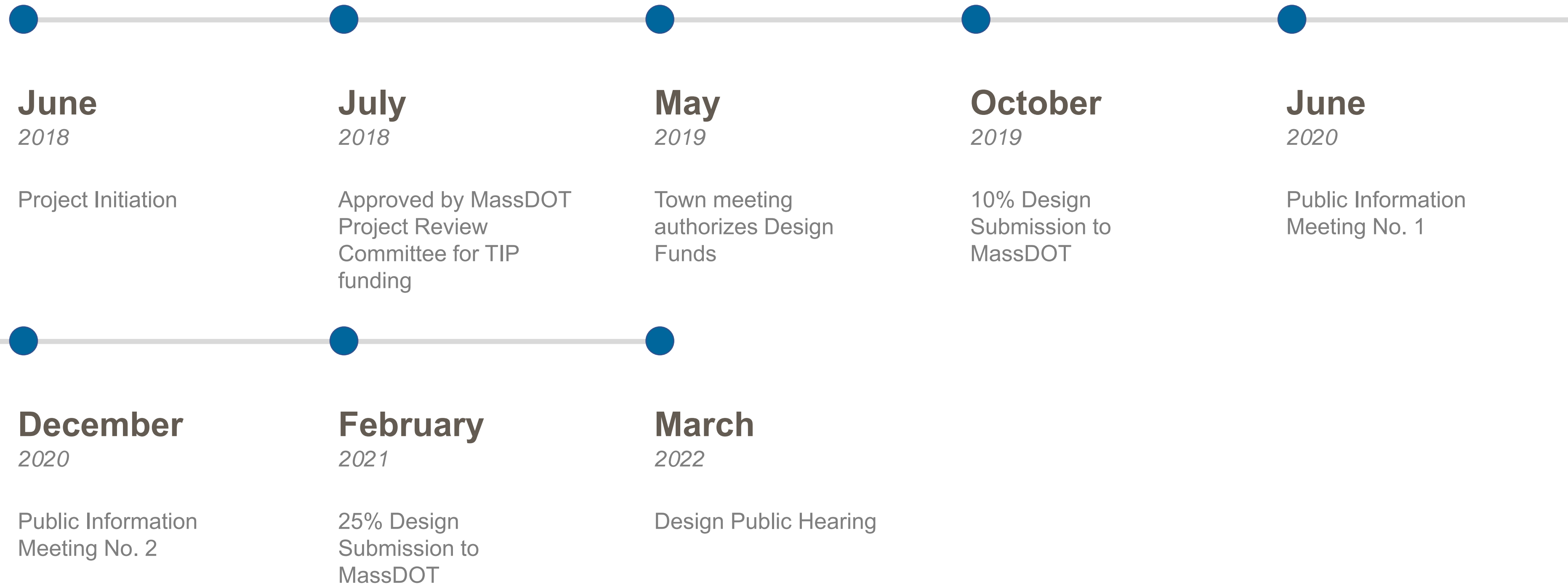
- 01 Project Area
- 02 Project History
- 03 Existing Conditions
- 04 Project Goals
- 05 Design Alternatives
- 06 Proposed Improvements
- 07 Right of Way Impacts
- 08 Environmental Permitting
- 09 Construction/Traffic Impacts
- 10 Project Schedule
- 11 Next Steps
- 12 Contact Information
- 13 Questions & Answers



Project Area Ayer Road



How did we get here?





Why was this project initiated?

Existing Condition

No pedestrian or bicycle accommodations



Existing Condition

Pavement cracking and deteriorating.



Existing Condition

Drainage improvements required.



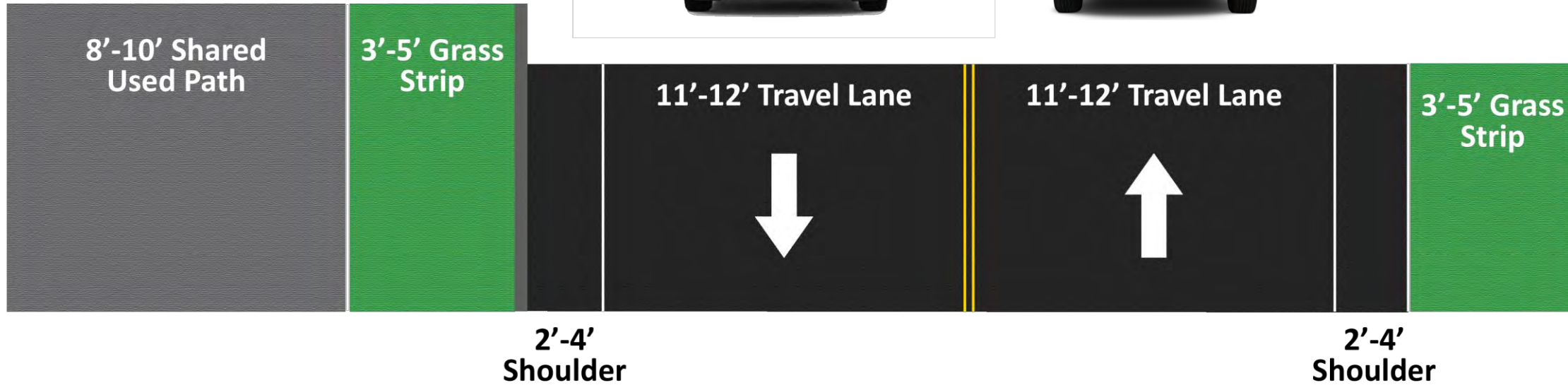


**What do we
want to
accomplish?**



Project Goals

- Improvements for pedestrians & bicyclists
- Improved safety for all users
- Pavement rehabilitation
- Drainage improvements



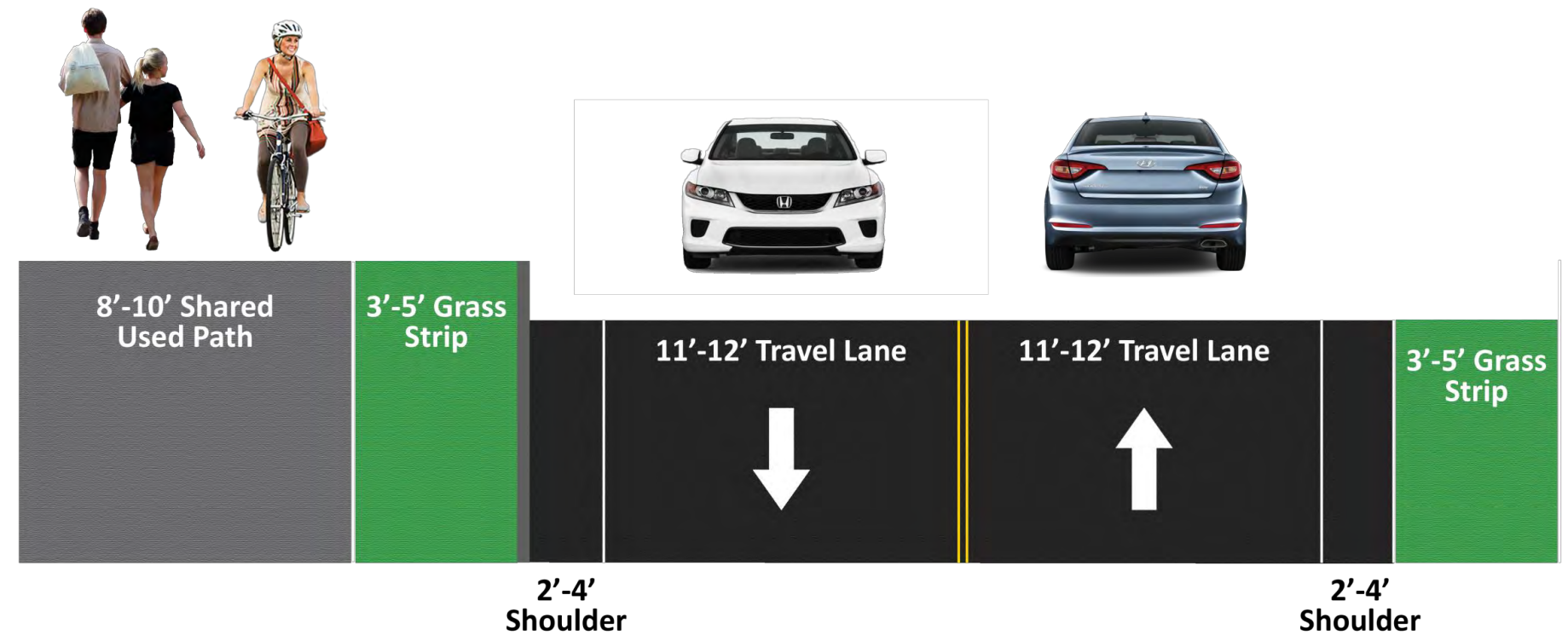
What alternatives were considered?

Cross Section Alternatives

Alternative analysis focused on pedestrian and bicycle accommodation on Ayer Rd.

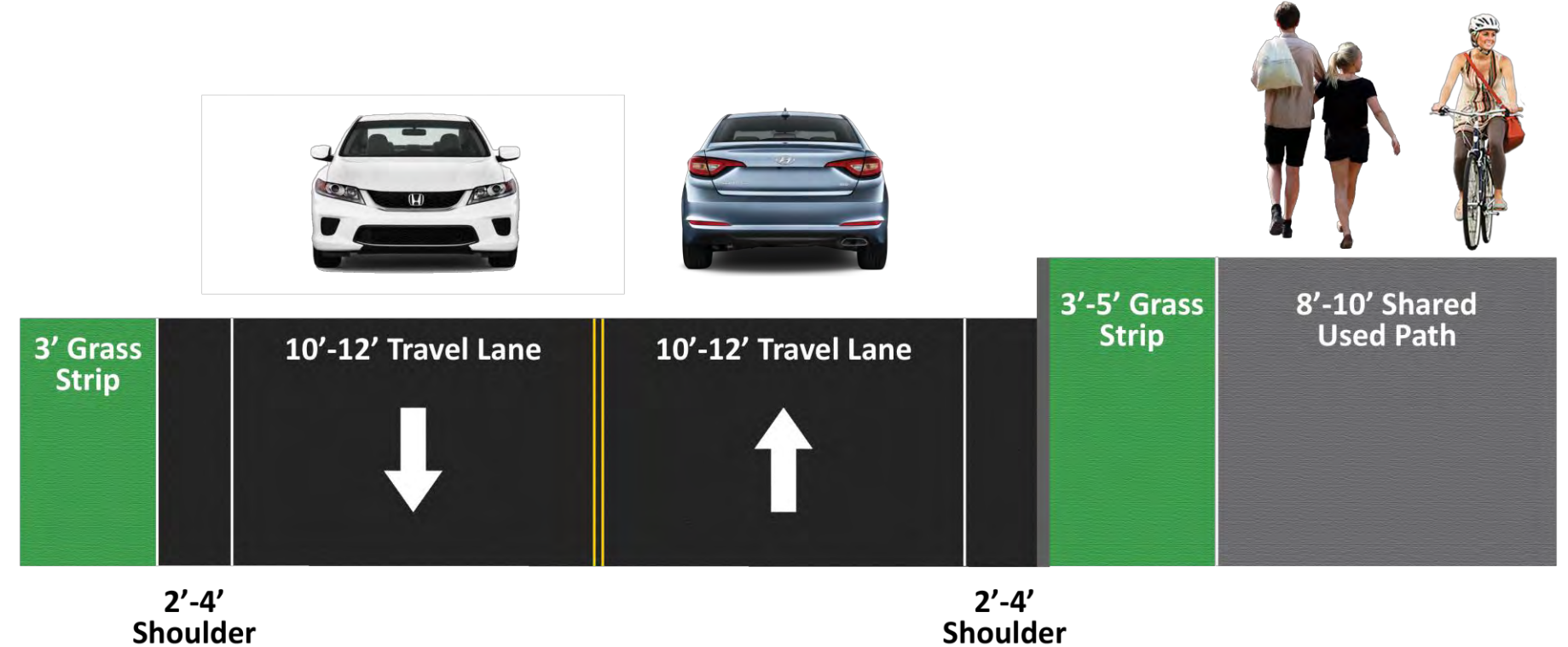
Alternative 1

- 11'-12' travel lanes with 2'-4' shoulders
- 8'-10' Shared Use Path with 3'-5' buffer on West side of road



Alternative 2

- 10'-12' travel lanes with 2'-4' shoulders
- 8'-10' Shared Use Path with 3'-5' buffer on East side of road

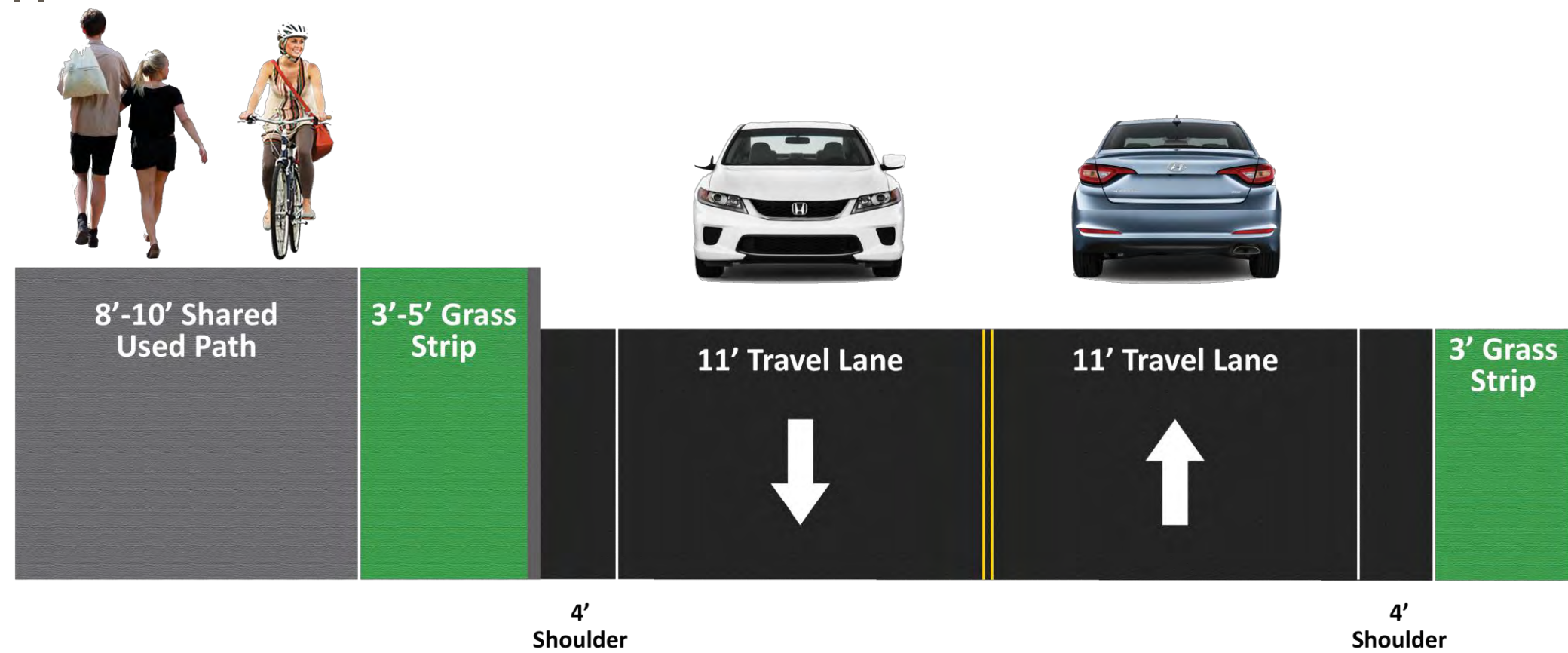


Cross Section Alternatives (Continued)

Alternative analysis focused on pedestrian and bicycle accommodation alternatives on Ayer Rd.

Alternative 3

- 11' travel lanes with 4' shoulders
- 8'-10' shared use path with 3'-5' grass buffer



Intersection Alternatives

Alternative analysis focused on intersection improvements at Ayer Road and Gebo Lane.

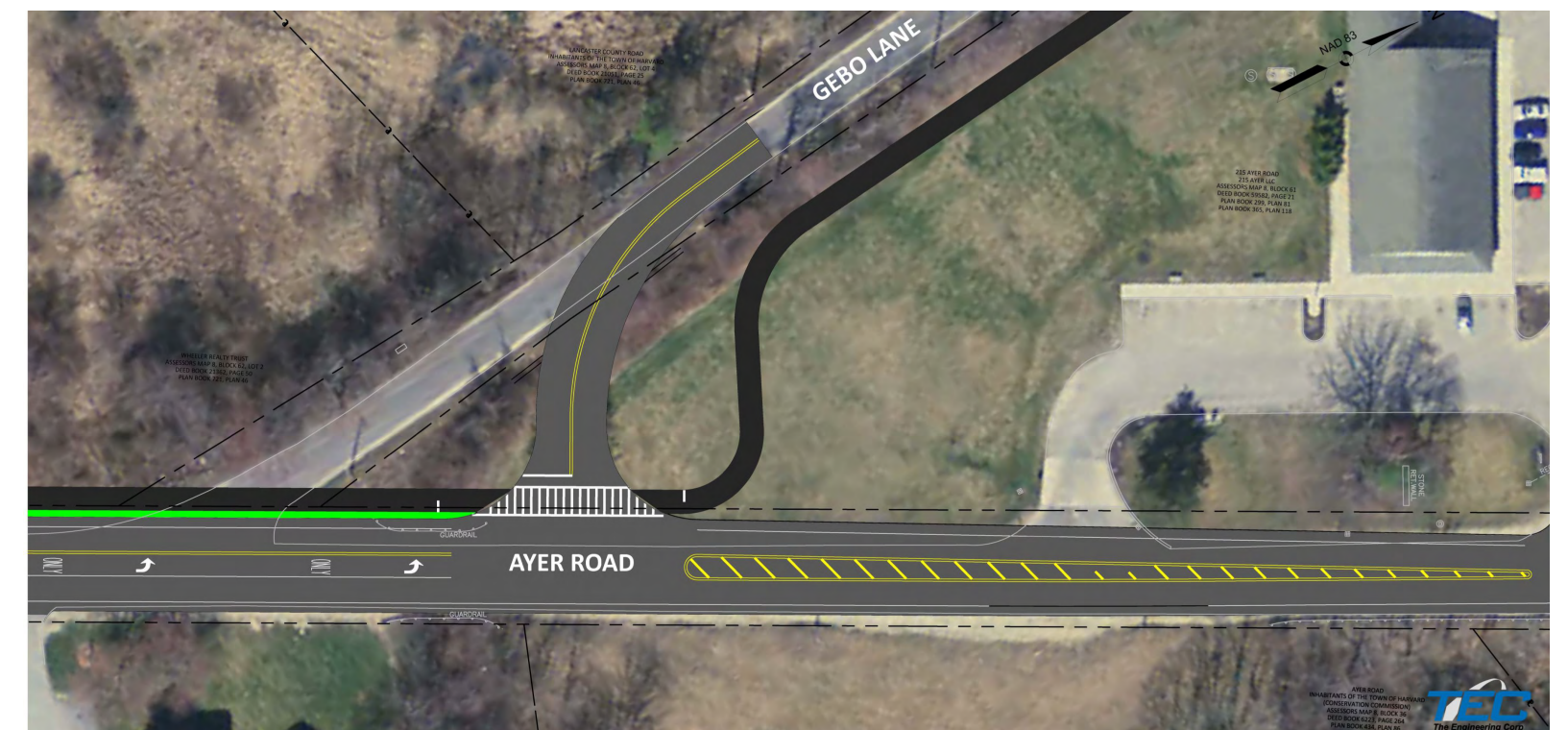
Alternative 1A

- Roundabout at the intersection of Ayer Road and Gebo Lane



Alternative 1B

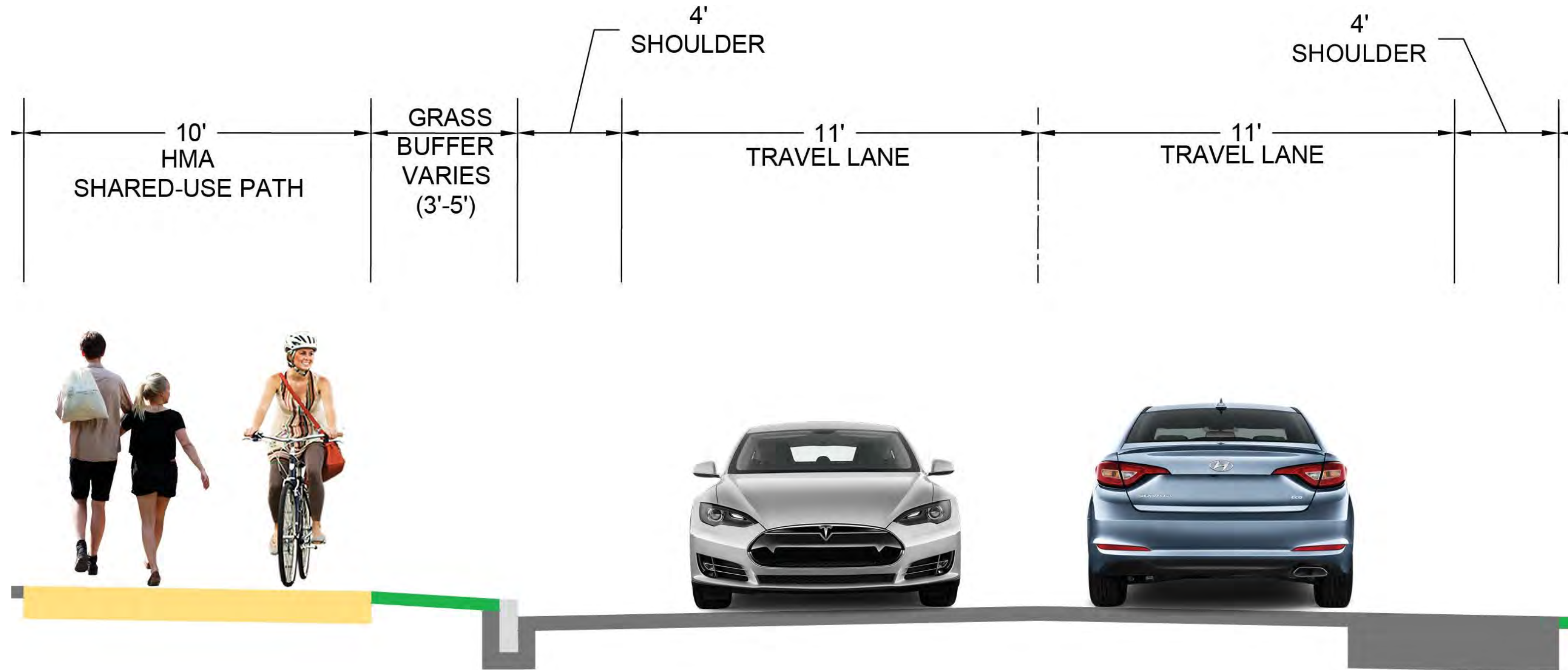
- Realign Gebo Lane and add a left turn lane





What is the preferred alternative?

PREFERRED ROADWAY SECTION – AYER ROAD



PREFERRED ROADWAY INTERSECTION – AYER RD AT GEBO LANE



Proposed Improvements

- Pavement rehabilitation
- Consistent roadway cross section
- Shared use path on west side of Ayer Road
- Crosswalks and pedestrian curb ramps with flashing warning signs
- Modify alignment at intersection of Gebo Lane



Proposed Improvements Cont'd

- Installation of new pavement markings & signage
- Improve Drainage
- Utility modifications
- Minor geometric improvements at side street intersections



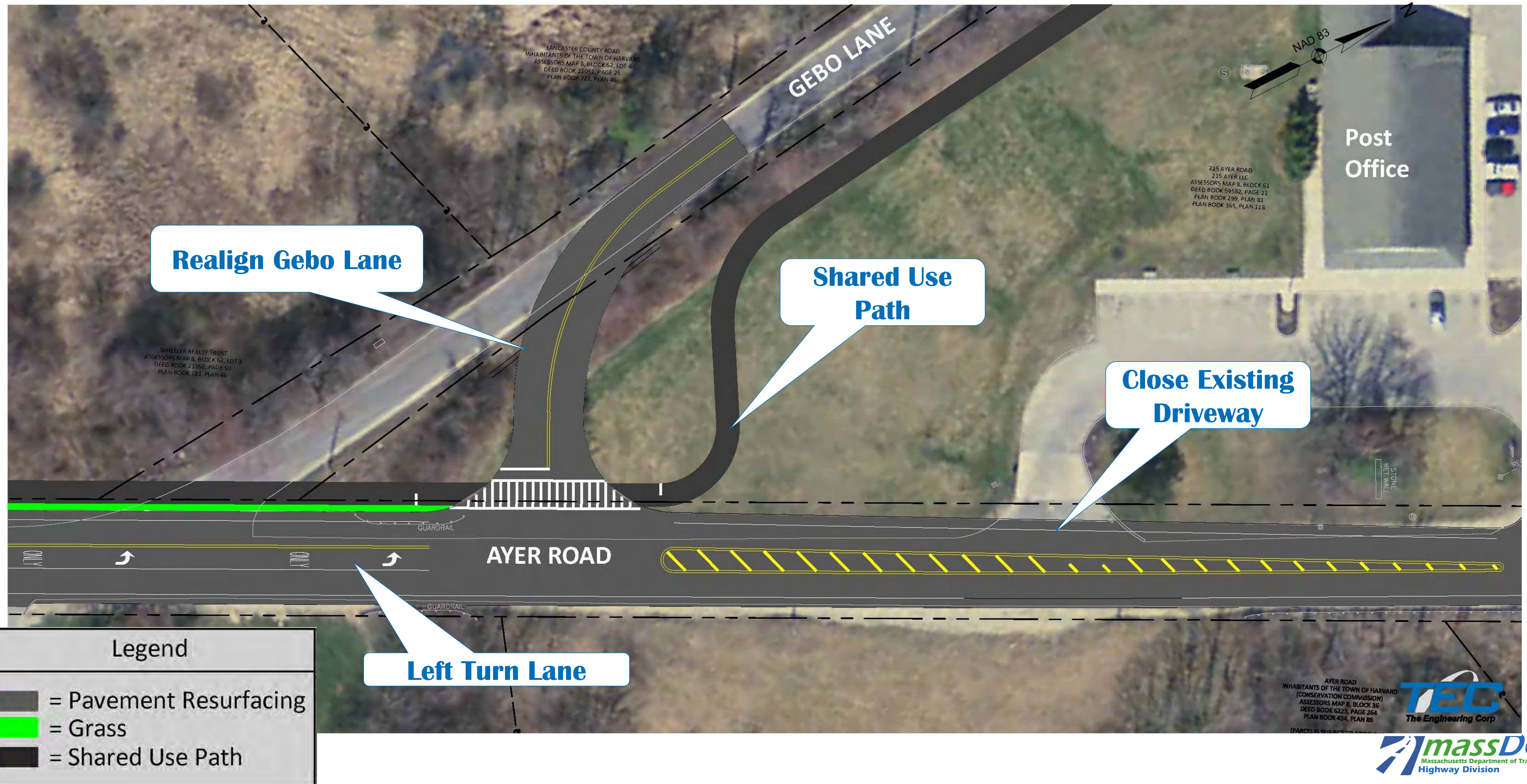
Ayer Road

Preliminary Construction Plans



Ayer Road

Preliminary Construction Plans



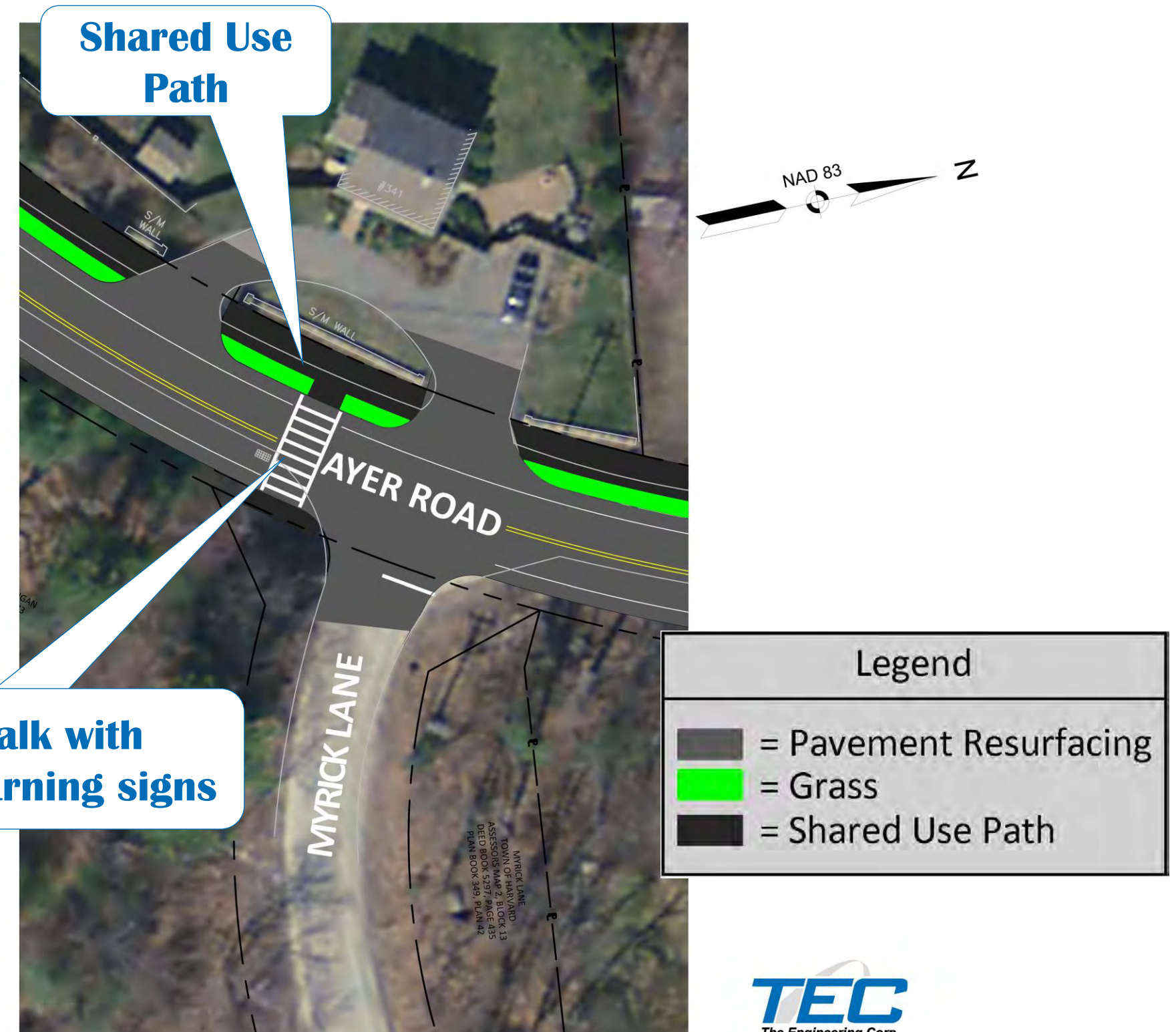
Ayer Road

Preliminary Construction Plans



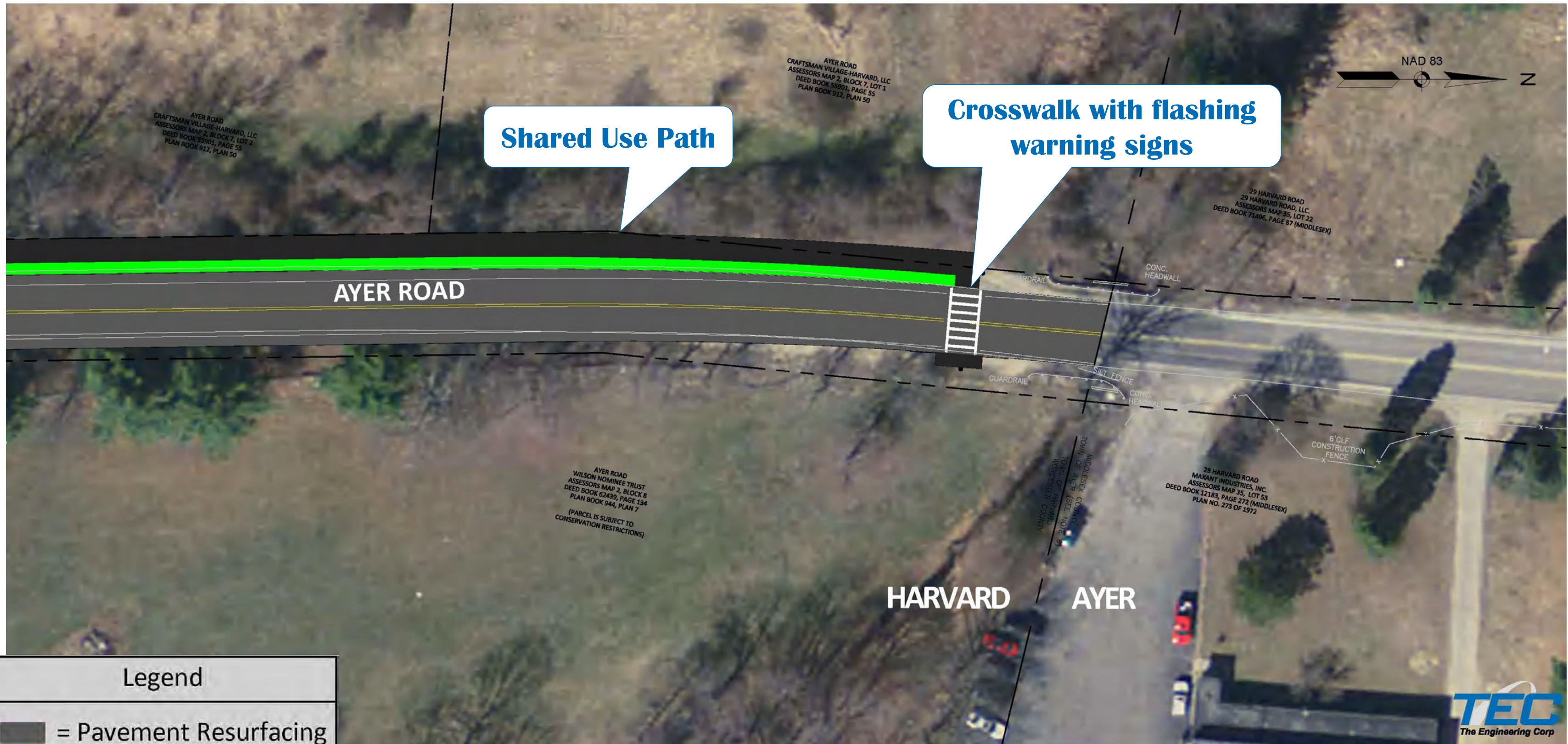
Ayer Road

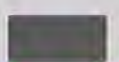


Preliminary Construction Plans



Ayer Road

Preliminary Construction Plans



Legend	
	= Pavement Resurfacing
	= Grass
	= Shared Use Path



**How will your
property be
impacted?**

Preliminary Right of Way (ROW) discussion- 25% Design

- Responsible for acquiring all necessary rights in public land for design, construction, and implementation of a project.
- Affected property owners will be contacted by personnel from the Town of Harvard Municipal Officials.
- Procedures must comply with state and federal regulations governing the acquisition process.
 - Property owners are protected under Massachusetts General Laws, primarily Chapter 79.
 - If project receives federal funds, property owners are further protected under Title III of the Real Property Act of 1970, as amended.
- Fee takings, permanent easements, and/or temporary construction easements may be required.
- Preliminary ROW plans are available on the Town of Harvard's website and a hard copy is available at Town Hall



What are the environmental, cultural resource, and community impacts?

Environmental Permitting

- National Environmental Policy Act (NEPA)
- National Historical Preservation Act of 1966 – Section 106
- Section 4(f) of the DOT Act
- Wetland Protection Act – Harvard's Conservation Commission
- Section 404 – Army Corps of Engineers
- Massachusetts Environmental Policy Act (MEPA)





**What is the
construction
approach?**

Proposed construction approach:

- Access to businesses and residences will be maintained at all times
- Short-duration temporary lane closures are anticipated
- Night work is not anticipated and will require approval by the Town and MassDOT



Our next steps



Step 1 – 25% Design
Public Hearing



Step 2 – File
Environmental Permits



Step 3 – Complete
75% Design and
Accepted ROW Plans



Step 4 – Finalize
Design and Secure
ROW



Step 5 – Advertise
2026





**How will we
keep you
informed?**

Contact Information

- **Submit Comments via Mail:**

Carrie Lavalley, P.E.
Chief Engineer MassDOT
10 Park Plaza
Boston, MA 02116

Att. Roadway Project Management Project File No. 609213

(Must postmark mailed comments within 10 days of webinar publish date for inclusion in public hearing transcript)

- **Submit Comments or Inquiries via E-Mail:**

massdotprojectmanagement@dot.state.ma.us

Subject: MassDOT Project File No. 609213 Harvard- Resurfacing And
Box Widening On Ayer Road





Questions and discussion

Questions and answers



- “Raise your hand” to be unmuted for verbal questions



- Submit your questions and comments using the Q&A button



- Please state your name before your question



- Please share only 1 question or comment at a time, limited to 2 minutes, to allow others to participate



- To ask a question via phone, dial *9 and the moderator will call out the last 4-digits of your phone number and unmute your audio when it is your turn.



- Please take a few minutes to complete the survey after the meeting to let us know how your experience was with this virtual meeting.

**All questions and comments are subject to disclosure for public records.
Please use these functions for project related business only.**



Thank You

*Reconstruction of
Ayer Road in Harvard*

Zoom | March 30, 2022 | 6:30 – 8:00 PM

Project No. 609213

MassDOTProjectManagement@dot.state.ma.us



7 Fairbank Street | Harvard MA 01451

www.fivesparks.org

Town of Harvard Selectboard
c/o Stu Sklar, Chair
Harvard Town Hall
13 Ayer Road
Harvard, MA 01451

April 6, 2022

RE: Lease Renewal - Old Library, 7 Fairbank Street, Harvard, MA

Dear Stu and Selectboard Members,

As Fivesparks' lease with the Town approaches its expiration this year, we are encouraged by the community's return to "normalcy", and optimistic for the future of arts and culture in Harvard. We are appreciative for the support demonstrated by the Town leaders and the community, as well as for the continued confidence in the viability of our mission.

This letter is a formal lease renewal request for Fivesparks' rental of the above Town-owned property. The current Lease expires later this year, having been twice extended as a result of the ADA project and a closure due to COVID. Our proposed renewal terms are: a 5-year Lease starting June 1, 2022; discharge of rent accrued during COVID closure in the amount of \$12,400; and monthly rent of \$450, with a supplemental payment in years 4 and 5 of the new Lease term.

The original 3-year Lease term commenced on August 1, 2017. By mutual agreement, the term was extended once to account for the 10-month (Dec 2018 - Sep 2019) construction period (originally forecast to last 4 months) and again for 18 months to account for closure of 18 months due to COVID, in accordance with pandemic restrictions. As of today, during our 60-month tenancy the Building was closed for a total of 28 months through no fault of Fivesparks. In addition, we now face a 12-week partial disruption due to the upcoming (albeit much welcomed) roof replacement project.

Despite these extraordinary adverse circumstances, Fivesparks has proven to be a tenant in good standing. We have paid \$12,960 in rent to the Town, plus an additional \$6,012 toward accessibility improvements during the first year, in accordance with Lease terms. From our reopening in September 2021, through May 31, 2022, we will have accrued rent of \$6,800. Fivesparks has also paid over \$26,000 in utilities, maintenance and improvement costs, ongoing throughout pandemic closure, ensuring upkeep and the integrity of the Building as a steward for the Town.

While grateful for the Town's efforts to secure ARPA funds to reduce Fivesparks' COVID-related financial burdens, we understand that grant did not materialize. Despite these setbacks, and the critical loss of momentum from closures and challenges on every front to our viability, more than 600 visitors came through our doors in just the past 45 days to experience and appreciate arts, culture and community in Harvard.

In this light, we respectfully request that you consider the above circumstances when evaluating our Lease renewal request. We ask that (a) accrued rent of \$12,400 be discharged, (b) rent for a new 5-year Lease be set at \$450/month, and (c) an additional \$150 be paid in months 37-60, offsetting a portion of the rent accrued since reopening.

This proposal would benefit the Town, Fivesparks, the arts, and enhance the quality of life in Harvard. We see your commitment to this as a win for all involved: the Town secures steady revenue, a reliable tenant and responsible property management, Fivesparks strengthens its profile, programming and financial security, and together we continue to build Harvard's civic and cultural identity, vibrancy and community, in accordance with Town Master Plan goals.

We hope you will favorably consider our request. We are glad to discuss the details with you. I can be reached at 978-835-0850 or at mikitarian@gmail.com if you have any questions.

Sincerely,

Mark Mikitarian

Mark Mikitarian, President
on behalf of Fivesparks

LEASE AGREEMENT

For the property known as the Old Library, located at 7 Fairbank Street in Harvard, Massachusetts 01451.

The parties to this agreement are the Town of Harvard Massachusetts, a Massachusetts municipal corporation having an address of 13 Ayer Road, Harvard, Massachusetts 01451, hereinafter, 'Lessor' or 'Town' and Harvard's Cultural Collaborative, Inc. (dba "Fivesparks"), a Massachusetts charitable corporation, hereinafter 'Lessee' having a current address of 7 Fairbank Street, Harvard, MA 01451-1239.

This agreement is a Massachusetts contract. It shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

I. PROPERTY

- 1) Lessor agrees to lease the property known as the Old Library, located at 7 Fairbank Street in Harvard Massachusetts for the term of this agreement.
 - a) Non-cosmetic changes to the building must be approved by Lessor (Cosmetic changes, including, but not limited to: painting, carpeting, lighting, not-structural/weight-bearing walls, window treatments, and bookshelves may be made by Lessee.) Town may require the building to be returned to original condition at termination of lease for any non-cosmetic changes not previously approved by Lessor.
 - b) Spaces may not be sublet, although can be rented short-term.
 - c) Lessee to maintain all utilities (sewer, water, electricity, gas) in Lessee's name for the duration of lease term.
 - d) Lessee shall be responsible to secure their leased area(s), and may install security systems.
 - e) Lessor will be responsible for all maintenance and repairs on the exterior of the building including, but not limited to: roof, windows, doors, entrances/egresses, exterior lighting.
 - f) Lessee will be responsible for all maintenance and repairs of the interior of the building, except for the heating systems, elevator, and 2 potential Lessor spaces (Room 002 and 004 on attached document, "Old Library / Existing Conditions / Lower Level Plan"). If, during the heating season, the heating system fails and is not repaired within 48 hours, after notice, and/or elevator is inoperable and is not repaired within 1 week of notice, Lessee reserves the right to contract for repairs and deduct any such payment from future rent.
 - g) Lessor will be responsible for maintaining the integrity of the existing electrical and plumbing infrastructure.
 - h) Lessee to provide snow removal from the sidewalks and stairs, grounds maintenance, and trash removal.

II. INSURANCE COVERAGES REQUIRED

Lessee to carry appropriate liability insurance to protect the Town and to provide proof of such coverage; see attachment "Insurance Requirements: Leasing." Building shall not be occupied or used by Lessee if insurance is not in effect. Lessee to hold Lessor harmless from any loss or damage to any of Lessee's property or leasehold improvements, and will carry its own insurance for Lessee's contents. Lessor shall be responsible for damages to Lessee's leasehold improvements and contents due to Lessor's failure to enact timely repairs of its areas of responsibility under sections I. 1) e) f) and g) above, unless the above-noted area issue was caused by Lessee's negligence.

III. CONDITIONS FOR TERMINATION

If any of the following conditions occur, the lease will be terminated and the Lessee will vacate the building upon 60 days' notice of lease violation:

- Lapse of liability insurance.
- Rent 30 days in arrears.
- Use of the third floor for public access.
- Material changes to the use of the building or imposition of limits to rights of public access from those described by Lessee at lease inception.

IV. RENT

Rent is \$450/month for the duration of the lease term. Payment is due on the 1st day of the month and no later than the 15th day of the month. Lessee agrees to additionally pay, in months 37-60 of the term, \$150, to account for a portion of past accrued rent obligations.

V. LEASE TERM

Term of five (5) years with option to extend/renew if mutually agreed by Lessor and Lessee six months prior to end of lease. Lease term to commence June 1, 2022.

SECURITY DEPOSIT

A security deposit of \$1800 has already been provided by the Lessee.

The security deposit will be held by the Town in a designated account that will be credited with interest. The Town will be required to provide an annual report on the balance and interest accrued for the previous year. The interest will remain in the account and will only be paid out upon termination of the lease and only after any damage, exclusive of normal wear and tear, has been paid for through this account.

VI. CONSTRUCTION

Lessor shall include in any contract with a contractor doing CONSTRUCTION a clause (or clauses) requiring said contractor to: A) provide its own heat to the building (when necessary); and B) preserve and protect the interior of the building and its contents.

Lessee and Lessor shall mutually agree to a prorated reimbursement to the Lessee for any utility usage by the contractor (heat, electric, water, sewer) during the CONSTRUCTION period. Lessor shall pay all such bills received in a timely manner.

Lessee will maintain its current insurance coverage. Lessor is responsible for ensuring that it or the contractor has sufficient insurance to cover any accident or damage to the building during CONSTRUCTION.

The contractor will ensure the building is secure during times when no workers are present and no Lessee personnel are on site. In the absence of Lessor negligence or deliberate misconduct, Lessor shall not be responsible for any loss of Lessee possessions remaining in the building during construction.

VII. DAMAGE

Article I. 1) f) of this Agreement provides that the Lessee will be responsible for all maintenance and repairs of the interior of the building with certain exceptions. The Parties agree that if damage (hereinafter DAMAGE) to the interior of the building is caused by a compromised building envelope (roof leaks, outside brick damage, outside window casing, for example) it is the Lessor's responsibility to make all necessary repairs to the interior. For such DAMAGE which affects either Lessee's full use of the building or the security of the building, Lessor agrees to complete temporary repairs (such that Lessee can fully use the building or secure the building) within 2 business days (Monday through Friday) of notice of DAMAGE. Lessor will then make best efforts to complete all such repairs within 30 days of completing the temporary repairs. Should Lessor be unable or unwilling to complete such repairs within the 30-day time period mentioned above, the Parties will negotiate in good faith as to whether a longer period is necessary or whether Lessee should undertake such repairs. Should the Parties agree that Lessee is to undertake the repairs, Lessee may deduct the cost of such repairs from future rent and furnish Lessor with receipts detailing the costs involved.

VIII. LESSOR ENTRY

During business hours, the Town and its employees must have access to the office spaces described in I. Property (Rooms 002 and 004.) Upon reasonable notice the Town and its employees may have access at other times as agreed to by the parties. The Town shall have access for maintenance and repair of components described in I e), f), and g) above. In all instances, except those of emergency or abandonment, the Lessor shall give the Lessee reasonable notice (at least 24 hours) prior to such entry.

IX. INDEMNIFICATION

Lessee shall indemnify and hold harmless the Town of Harvard, its officers, agents and employees from any and all suits, actions, claims, causes of action, damages, and liability whatsoever which may occur as a result of the operation of the LESSEE's program on the premises, unless said injury or damage is the result of the negligence of the Town of Harvard, its officers, agents, or employees.

X. DISPUTE RESOLUTION

All disputes between the Lessor and Lessee that can not be settled by direct communication will be settled through mediation. In the event that the dispute(s) can not be settled through mediation, Lessor and Lessee shall have all remedies available to them at law and in equity.

XI. PARTIAL INVALIDITY

In the event that any one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the remainder of this Agreement shall not be affected.

XII. NOTICES

The Parties agree that notices to the Lessee should be mailed to the Lessee at 7 Fairbank Street and, if feasible, via email to admin@fivesparks.org . Notices to the Lessor should be emailed to the Town Administrator and the Assistant Town Administrator followed, if feasible, with a paper notice mailed or hand-delivered to Harvard Town Hall.

XIII. AMENDMENT

This agreement may only be amended or modified by a writing signed by both Lessor and Lessee. The parties to the lease will negotiate by mutual consent any modifications to the lease.

In witness whereof, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this _____ day of _____, 2022.

Harvard Select Board:

Fivesparks:

Select Board Chair

President

Select Board Member

Select Board Member

Select Board Member

Select Board Member