



**SELECT BOARD  
AGENDA  
Tuesday, February 7, 2023  
7:00pm**

*Rich Maiore, Erin McBee, Kara McGuire Minar, Don Ludwig, Charles Oliver*

**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: Feb 7, 2023 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85150064687?pwd=RjUvTDdCbzZCWCtETVNMS1hYV3VpZz09>

Meeting ID: 851 5006 4687

Passcode: 382063

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

One tap mobile

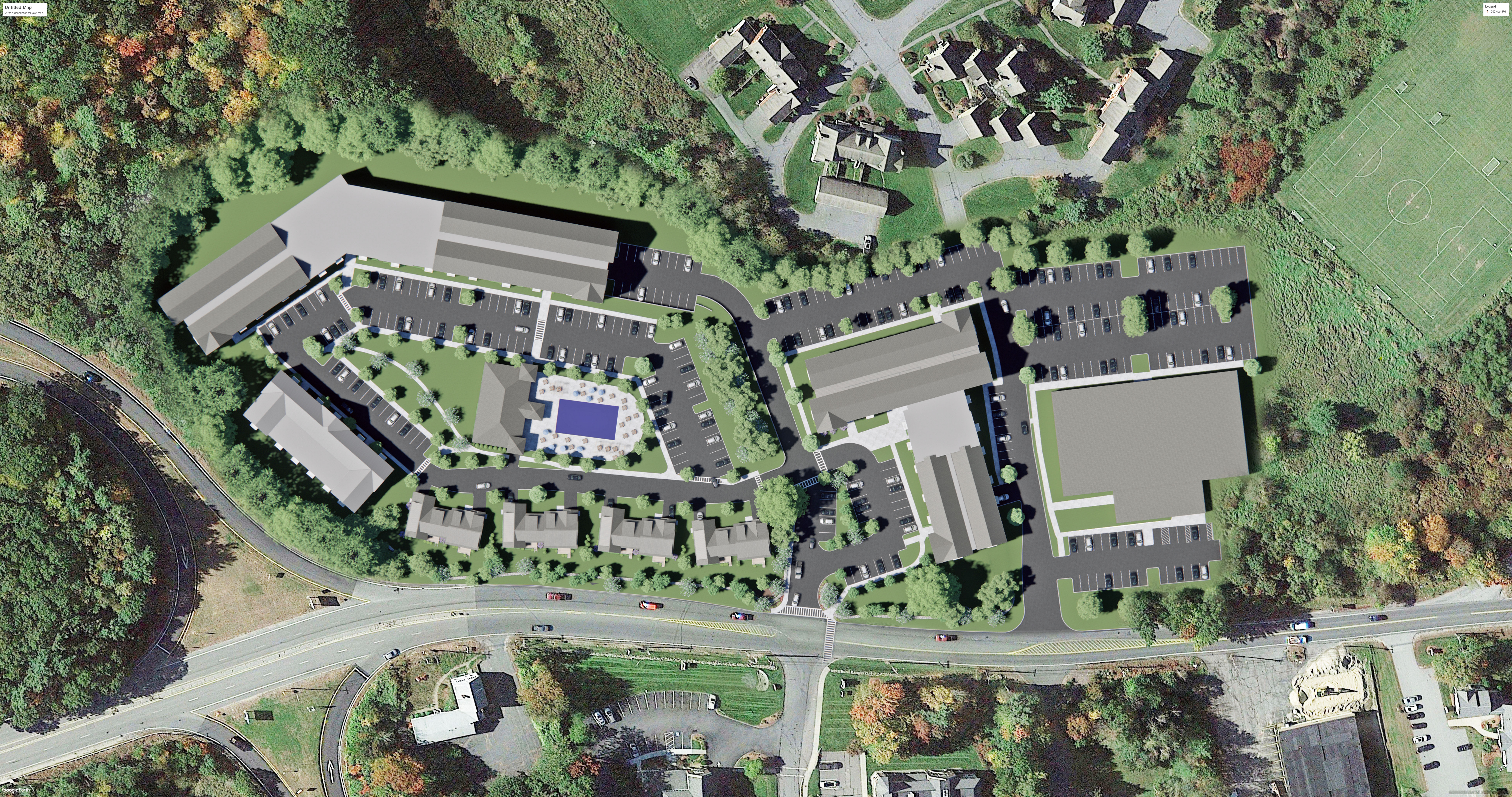
+13126266799, 84506745135 # US (Chicago)

+164693113860, 84506745135 US (New York)

**AGENDA ITEMS**

- 1) Call meeting to order – Chair Rich Maiore
- 2) Proposed Ayer Road development (7:00)
- 3) Presentation of the ADA self-evaluation & transition plan (7:30)  
(View entire plan [here](#))
- 4) Action/Discussion: (7:50)
  - a) Special Town Meeting warrant; vote on articles/assignments
  - b) Act on Worcester Retirement COLA
  - c) Act on Regional 911 Emergency Communication District Agreement
  - d) Act on Fruitland Museum Board of Directors change required by the ABCC
- 5) Public Communication (8:20)
- 6) Approve minutes 1/5 & 1/17 (8:25)
- 7) Staff Report/Updates (8:30)
- 8) Select Board Reports (8:40)

*Next Regular Select Board Meeting  
Tuesday, February 21, 2023  
7:00pm*









§ 125-59. Smart Growth Overlay District.

A. Purposes.

1. The purposes of the Smart Growth Overlay District (“SGOD”) include but are not limited to
  - a. Promoting a mixture of residential, commercial and recreational land uses;
  - b. Providing a diversified housing stock for Town of Harvard and the greater community with (i) for sale and rental units, (ii) market rate and affordable units, (iii) in townhomes and higher-density multifamily buildings with studio, 1-, 2- and 3-bedroom units;
  - c. Assisting the Town of Harvard with its efforts to provide affordable housing eligible for inclusion in the Department of Housing and Community Development’s (DHCD) Subsidized Housing Inventory (SHI) and multifamily housing as an MBTA community under Mass. General Laws Chapter 40A, § 3A;
  - c. Generating tax revenue for the Town of Harvard to help meet its long-term public finance and infrastructure needs;
  - d. Ensuring high-quality site planning, architecture and landscape design that enhances the visual character and identity of the Town of Harvard generally and the Ayer Road neighborhood in particular;
  - e. Allowing compact, flexible design through appropriate lot and building dimensional requirements;
  - f. Reducing curb openings and uncoordinated access, circulation and signage;
  - g. Encouraging shared parking and utilities including water and sewer;
  - h. Promoting reduced impervious surfaces and greater open space; and
  - i. Creating a strong sense of place or community through common facilities and a pedestrian-friendly living environment.

B. Definitions.

1. “Affordable Housing” means housing that is eligible for inclusion in DHCD’s SHI.

2. “Affordable Housing Unit” means a housing unit either leased or sold to an Income Eligible Household and that is eligible for inclusion in the DHCD’s SHI.
3. “Income Eligible Household” means a household of one or more persons whose maximum income does not exceed 80% of the area median income, adjusted for household size, or as otherwise established by the DHCD in guidelines. For homeownership programs, the Subsidizing Agency (as defined in 760 CMR 56.02) may establish asset limitations for Income Eligible Households by statute, regulations, or guideline. In the absence of such provisions, Income Eligible Households shall be subject to asset and/or other financial limitations as defined by the DHCD in guidelines.
4. “SGOD” means the Smart Growth Overlay District which is the subject of this § 125-59.
5. “SGOD Project” means a project permitted, constructed and maintained in accordance with the requirements of this § 125-59 and consisting of one or more of the following uses as defined herein: Affordable Housing, Senior Housing, Market Rate Multi-Family Residential, Small-scale Commercial, Medium-scale Commercial, Large-scale Commercial, Recreational and/or Restaurant uses.
6. “Senior Housing” means multi-family or duplex housing for persons older than age 55 or 62 in compliance with applicable requirements of the U.S. Department of Housing and Urban Development (HUD) and Massachusetts General Law chapter 151B.
7. “Market Rate Multi-Family Residential” means residential housing containing more than one unit which is rented at rates or sold at prices determined by the market rather than by the government.
8. “Small-scale commercial” means the uses defined in this Bylaw, § 125-12(A)-(I).
9. “Medium-scale commercial” means the uses defined in this Bylaw, § 125-13(A)-(AC).
10. “Large-scale commercial” means the uses defined in this Bylaw, § 125-14(A)-(I).
11. “Recreational” means the uses defined in this Bylaw, § 125-14(D).
12. “Restaurant” means the uses defined in this Bylaw, § 125-13(P).
13. “Open Space” means land completely devoid of any structure but shall include (i) land supported by pervious pavers or a similar structure solely to permit access/egress for emergency vehicles, and (ii) drainage basins and other Low

Impact Development (LID) and Best Management Practices (BMP) stormwater infrastructure, provided, however, that it shall exclude impervious parking areas and access/egress thereto

14. “Gross Floor Area” means, gross floor area as defined in the Massachusetts Building Code, which is the floor area within the inside perimeter of the exterior walls of the building under consideration, exclusive of vent shafts and courts, without deduction for corridors, stairways, closets, the thickness of interior walls, columns or other features. The floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the usable area under the horizontal projection of the roof or floor above. The gross floor area shall not include shafts with no openings or interior courts. For purposes of this § 125-59, the following areas shall be excluded from the calculation of gross floor area: (i) The floor area of crawl spaces having less than four feet of headroom; and (ii) In a dwelling, the floor area of unfinished attic space under a roof with a pitch no greater than 12/12 (vertical over horizontal) and (iii) underground, enclosed or semi-enclosed parking under a building.

C. Establishment of Overlay District and Applicability.

1. The SGOD consists of parcels 59, 60, and 62.6 on the Town of Harvard Assessors' Map 8 and contains approximately 16 acres in the aggregate as shown on the SGOD Map on file in the Town Clerk's Office. [To be prepared.]
2. The SGOD is an overlay district. Applicants seeking to develop a SGOD Project within all or part of the SGOD, must comply only with the provisions of § 125-59 and such other provisions of this Bylaw as are expressly incorporated by reference into § 125-59.
3. Parcels 59, 60, and 62.6 on the Town of Harvard Assessors' Map 8 and containing approximately 16 acres in the aggregate make up both the SGOD and another overlay district, the “Ayer Road Village Special Permit” (“ARV-SP”), § 125-52. All or part of the land within these two overlay districts may be the subject of only one overlay district at a time; provided, however, that an Applicant who has secured an approval under either overlay district may seek an approval under the other overlay district so long as the initial approval is relinquished, annulled or is otherwise of no further force and effect.
4. In cases where a SGOD Project is proposed to be located on a site subject to an existing Ayer Road Village Special Permit under Bylaw, § 125-52 (“ARV-SP”) and/or an SGOD authorized use is proposed to be located within an existing building that has been approved as part of an ARV-SP, and no changes are proposed to the ARV-SP site plan, the Planning Board may waive the requirement for a new, additional site plan submission in conjunction with such SGOD application, and instead require the Applicant to add an appropriate notation to the



previously approved site plan upon approval of the new SGOD Site Plan Approval.

5. No building permit shall be issued for, and no person shall undertake, any use or improvement in the SGOD pursuant to this section unless an application for Site Plan Review under the SGOD has been filed for the proposed development in accordance with the requirements of this § 125-59 and the SGOD a Site Plan Approval has been granted by the Planning Board.

D. Procedures.

1. An application for Site Plan Review for a SGOD Project (“SGOD-SPR”) shall be filed with the Town Clerk and submitted to the Planning Board. The Applicant shall submit two hard copies and one electronic copy of the application on a USB device to the Planning Board which shall forthwith transmit one electronic copy from the USB device to the Department of Public Works, Building Department, Police Department, Fire Department, Board of Health, Conservation Commission, Historical Commission, and the Select Board. Such departments and boards shall, within 30 days of receiving said copy, submit a report containing any comments, recommendations and recommended conditions, all with supporting reasons, to the Planning Board. The Planning Board shall not render a decision until said reports have been received and considered or until the 30-day period has expired, whichever is earlier. Failure of such departments and/or boards to submit a report shall be treated as concurrence with the application.
2. The Planning Board shall commence a public hearing on the SGOD-SPR application within 65 days after the filing of an application, provide notice of such hearing, and render its decision within 90 days of the close of said hearing. Except as provided herein, the applicable provisions of G.L. c. 40A, §§ 9 and 11 shall govern all procedural aspects of the SGOD-SPR application including the notice, hearing and decision. All costs of the notice requirements shall be at the expense of the Applicant. Approval of the SGOD-SPR application shall require a simple majority vote (the “SGOD Site Plan Approval” or “SGOD-SPA”).
3. The Planning Board may waive strict compliance with one or more of the standards, criteria or requirements set forth in this § 125-59 by making a finding, in writing, that the Applicant has demonstrated that the requested waiver is consistent with the purposes of the SGOD or allows the SGOD Project to achieve the density, affordability, mix of uses, and/or physical character allowable under this § 125-59. The Planning Board may also waive compliance with one or more submittal requirements set forth in this § 125-59 by making a finding, in writing that the Applicant has demonstrated that such information is not appropriate or relevant to the SGOD Project. Approval of waiver by the Planning Board shall require a simple majority vote.

4. If, in the discretion of the Planning Board, a peer review of the application is required to evaluate the impacts of an SGOD-SPR application, the Planning Board may require the Applicant to pay for a Peer Review Consultant. The Planning Board shall select the Peer Review Consultant. The Planning Board, Applicant, and Peer Review Consultant shall confer in a good faith effort to agree on a written scope of work for and the cost of said work by the Peer Review Consultant.

E. Submittal Requirements.

1. The following plans and materials shall be included in the submittal:
  - a. Site plans as defined in § 125-38.D (1-5);
  - b. Renderings as defined in § 125-38.F (1)(a);
  - c. Landscape plans as defined in § 125-38.G;
  - d. Project Overview. Narrative and accompanying plans describing ownership of the property and SGOD Project, the number, size and type of buildings and dwelling units; gross floor area where applicable; estimated time required to complete the proposed project, expected start of construction; and all proposed phases and zoning compliance;
  - e. Stormwater. Drainage calculations with an accompanying narrative demonstrating compliance with the MassDEP Stormwater Management Standards and rules and regulations of the Town of Harvard Department of Public Works and showing use, to the extent practicable, of municipal, state and federal Best Management Practices. These materials shall be prepared by a registered professional engineer;
  - f. Site planning/Architecture/Landscaping. Narrative and accompanying plans describing rationale behind and goals for the proposed design and placement of buildings, roads, driveway, open space, landscaping locations, and building design. These materials shall be prepared by a civil engineer working in collaboration with a registered architect and landscape architect;
  - g. Site Infrastructure. Narrative with accompanying plans of the design and location of proposed mechanical equipment, including HVAC equipment; related noise levels; location and operation of trash storage and removal systems; location and operation of loading facilities; mitigation measures to reduce visual and/or noise impacts on abutters. These materials shall be prepared by a professional engineer;

## PROPOSED ZONING AMENDMENT, HARVARD, MA

- h. Sewer and Water. Plans, calculations and narrative of the existing and/or proposed sewer and water service infrastructure either on-site and/or off-site including existing and proposed capacity, impacts on municipal infrastructure, condition of any existing infrastructure, proposed infrastructure improvements, and any legal arrangements necessary to secure adequate capacity. These materials shall be prepared by a professional engineer;
- i. Parking. Narrative describing the number of spaces needed for the SGOD Project and how the Project will accommodate those spaces with adequate and safe off-street parking at the SGOD Project. These materials shall be prepared by a professional traffic engineer;
- j. Traffic. A Traffic Impact Study addressing existing and proposed site circulation, vehicular traffic volumes, peak hour levels, average daily traffic, trip distribution and levels of service (LOS) for the nearest and/or most impacted intersections. This report shall also address proposed methods to mitigate the estimated traffic impact if necessary including traffic calming measures. These materials shall be prepared by a professional traffic engineer; and
- k. Environmental. Narrative addressing any environmental impacts to wetlands, floodplains, or other sensitive resources including proposed methods to mitigate the estimated environmental impacts. These materials shall be prepared by a professional civil engineer and/or environmental scientist.

## F. Use Regulations.

1. Within the SGOD, the following uses are permitted as-of-right subject to approval of the SGOD-SPR application:

- a. Affordable Housing.
- b. Senior Housing which may include accessory amenities for its residents including, but not limited to, common facilities such dining rooms, common rooms, activity rooms, exercise rooms, theater, chapel, library, pharmacy/gift shop/convenience store, beauty salon, barbershop, personal banking services, concierge, valet services, third-party vendor services, as well as real estate and management offices.
- c. Multi-Family Market Rate housing which may include accessory amenities for its residents including, but not limited to, common facilities such dining rooms, common rooms, activity rooms, exercise rooms, theater, chapel, library, pharmacy/gift shop/convenience store, beauty

salon, barbershop, personal banking services, concierge, valet services, third-party vendor services, as well as real estate and management offices.

2. Within the SGOD, the following uses are permitted by an SGOD Special Permit subject to (i) approval of the SGOD-SPR application and (ii) compliance with the purposes of § 125-59 of the SGOD unless these uses are accessory to uses 1.a through 1.c above, in which case said uses are permitted as-of-right:

- a. Small-scale Commercial.
- b. Medium-scale Commercial.
- c. Large-scale Commercial.
- d. Recreational.
- e. Restaurant.

3. To ensure that uses of land permitted pursuant to a Special Permit granted prior to the enactment of § 125-59 remain in compliance with this Protective Bylaw, said Special Permit uses, if permitted in the SGOD, may be included in an SGOD-SPR/SGOD Special Permit application which, if approved, shall supersede the originally issued Special Permit as the legal authority for said use. In such event, the Special Permit granted prior to the enactment of § 125-59 shall be of no further force and effect.

G. Dimensional Regulations and Other Development Standards.

1. Lot Dimensions.

- a. Minimum lot size is 1 acre.
- b. Minimum lot frontage is 100 feet.

2. Density.

- a. Residential
  - i. The maximum density for Affordable Housing, Senior Housing and Market Rate Multifamily is, collectively, 25 units per acre.
- b. Commercial
  - i. The maximum density for Small-scale, Medium-scale and Large-scale Commercial is, collectively, one building per acre and 48,000 square feet of gross floor area.

- c. Restaurant
    - i. The maximum square feet of gross floor area per restaurant is 15,000 square feet of gross floor area.
3. Setbacks.
- a. Front yard setback shall be 20 feet from the SGOD boundary.
  - b. Side Yard setback shall be 20 feet from the SGOD boundary.
  - c. The rear yard setback along the SGOD's common boundary with 35 Lancaster County Road shall be 60 feet; provided, however, that there shall be a 10-foot landscape buffer.
  - d. Between buildings the minimum setback shall be 0 feet.
  - e. From driveways, the minimum setback shall be 10 feet.
  - f. Any sign, wall, fence or landscape plantings within 20 feet of Ayer Road shall be located so as not to substantially impair visibility between any driveway and vehicular traffic entering or exiting Ayer Road.
  - g. Sewage disposal. Privately owned and maintained on-site sewage disposal or treatment systems may be approved to serve buildings and lots in an SGOD Project, if maintained and operated by an owner if such disposal or treatment facility or system is approved by the Town's Board of Health and in compliance with the requirements of Title 5, 310 CMR 15.00, or is approved in accordance with the requirements of 314 CMR 5.00 (the Ground Water Discharge Permit Program). Such an approved system may be located on land owned in common by the owners of the building(s) or lots within the development. The minimum setbacks of such system and any absorption area must comply with Title 5, 310 CMR 15.00, the Town Board of Health's regulations, or with 314 CMR 5.00 (the Ground Water Discharge Permit Program).
4. Height.
- a. The maximum building height, above average grade, shall be no more than four residential stories above average grade and sixty feet. For purposes of this provision, silos, and chimneys, parapets, ventilators, antennas (except for wireless communications towers and antennas), spires, and similar unoccupied projections, including rooftop solar arrays, above the roof are not included in building height. Height shall be

calculated by the average proposed finish grades around the building perimeter to the highest peak of the roof.

5. Multiple Buildings on Single Lot.
  - a. Multiple buildings on a single lot shall be permitted for any SGOD Project.
6. Open Space.
  - a. A SGOD Project must provide at least 25 percent open space.
  - b. Open Space may be either landscaped or left in its undisturbed natural condition. It shall be appropriate in size, shape, dimension, location, and character so as to serve as a visual and natural amenity for the SGOD Project, the Town of Harvard and the Ayer Road neighborhood.
7. Landscaping.
  - a. Open areas should be landscaped in an appropriate manner, utilizing both natural and man-made materials such as indigenous grasses, trees, shrubs, and attractive paving materials and outdoor furniture.
  - b. Native trees should be placed along new and existing driveways and streets. Outdoor lighting should be considered in the landscaping plan, and should be designed to complement both man-made and natural elements of the SGOD and adjacent areas. Appropriate methods (such as cutoff shields) should be used to avoid glare, and light spillover onto abutting property.
  - c. Professional landscaping or preservation of existing vegetation should be provided within the SGOD where it abuts Ayer Road, existing residential areas, and along internal drives.
  - d. To the extent practicable, preservation of existing vegetation or tree-lined areas should be maintained.
  - e. Parking areas and lots should use landscaping and terracing to break up large areas of pavement and to enhance residential flavor and appearance; trees and shrubs should be used to the maximum extent feasible.
  - f. Features such as shade trees, forest trees, and expansive planting areas should be preserved and/or introduced along external property boundaries on the perimeter of the SGOD to buffer it from adjoining parcels.

8. Parking.
  - a. In general, in the SGOD, the Planning Board shall seek to make the most efficient use of the parking facilities to be provided and minimizing the area of land to be paved for this purpose. In implementing this goal the Planning Board shall consider complementary or shared use of parking areas by activities having different peak demand times, and the Applicant shall seek to locate adjacent uses in a manner that facilitates the complementary use of such parking areas.
  - b. The following minimum parking ratios, which include parking for visitors, apply to an SGOD Project:
    - i. 1 space per studio unit for Affordable, Senior Housing and Market Rate Multifamily uses;
    - ii. 1.5 spaces per 1-bedroom unit for Affordable, Senior Housing and Market Rate Multifamily uses;
    - iii. 1.75 spaces per 2-bedroom unit or 3-bedroom unit for Affordable, Senior Housing and Market Rate Multifamily uses;
    - iv. 3 spaces per 1000 square feet of gross floor area for Small-scale Commercial, Medium-scale Commercial and Large-Scale Commercial
    - v. 5 spaces per 1000 square feet of gross floor area for Restaurant
  - c. All parking spaces required for the SGOD Project shall be off-street parking located in the SGOD. On-street parking for a SGOD Project is prohibited. Parking may be provided at ground level, underground or in a basement or parking garage. Parking garages can be freestanding or attached to building(s) used for other purposes.
9. Driveways.
  - a. To reduce the impact of impervious surfaces and the number of curb cuts, within the SGOD it is intended that the number of driveways within the SGOD onto Ayer Road shall be no more than two.
10. Utilities.
  - a. Structures and uses within the SGOD may share septic, sewer and/or water supply infrastructure and facilities constructed and maintained in the SGOD or they may be connected to other septic, sewer and/or water

supply infrastructure facilities subject to any necessary licensing or approvals by the applicable approval authority. Any pipes necessary for this connection installed on land owned by the Town of Harvard shall be subject to any necessary licensing or approvals by the applicable Town of Harvard and/or Devens approval authority. An approved system may be located on land owned in common by the owners of the lots within the SGOD. The existing buildings at 188, 196, 198 and 200 Ayer Road may be connected into any sewer system or water system that is in the SGOD Project or to which the SGOD Project is connected subject to any applicable licensing or approvals by the necessary Town of Harvard and/or Devens approval authority.

- c. To the maximum extent feasible, all utilities should be underground.

#### 11. Signs

- a. Signage in the SGOD shall be governed by § 125-41(A-C) and (E-F); provided, however, that signs are subject to applicable height and setback requirements of this § 125-59. In addition to the foregoing, two monument or standing signs shall be permitted for the purpose of identifying all of the uses in the SGOD Project.

#### H. Review Criteria.

- 1. The Planning Board may approve a SGOD-SPR application if it finds that the proposed development meets the following criteria:
  - a. The SGOD Project complies with the dimensional and other requirements of this § 125-59;
  - b. Adequate and appropriate facilities, infrastructure and utilities are provided for the proposed uses and structures;
  - c. Safe and viable access to and from the site is provided;
  - d. The uses and structures as developed will not create a hazard to abutters, pedestrians, vehicles, and/or the environment; and
  - e. Traffic and pedestrians can access and circulate to/from and with SGOD Project safely.

#### I. Expiration and Extension.

- 1. A SGOD-SPA shall lapse after three (3) years from the date of issuance which shall not include such time required to pursue or await the determination of an



appeal referred to in G.L. c. 40A, § 17, from the grant of the SGOD-SPA, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

2. Prior to the expiration of the SGOD-SPA, the Applicant may request an extension of time of not more than three (3) years for which the Applicant must show good cause.

J. Amendments.

1. Following the granting of a SGOD-SPA, an Applicant may file with the Building Commissioner who, in his sole discretion, shall determine if the change is major or minor provided, however, that (a) minor amendments include, but are not limited to, changes in lot lines shown on the plan, except for changes to perimeter lot lines and (b) major amendments include, but are not limited to, an increase the number of buildings or units, increase the height of buildings, or decrease of the number of rental Affordable Housing Units below ten (10) percent or reduction of the size or change the location of Open Space. Where the Building Commissioner determines the change is minor, he may issue a Building Permit for the change.
2. In those instances where the Building Commissioner determines that the change is major, the Applicant shall file an application to amend the SGOD-SPA and follow all procedural requirements in § 125-59 above, including holding a public hearing, and rendering its decision in accordance with the criteria of this section.

K. Phased Development.

1. An Applicant may propose that a SGOD Project be developed in phases, provided that the application shows the full buildout of the project and all associated impacts as of the completion of the final phase. Such a phased development shall be considered a single development project.

L. Subdivision Control Law.

1. In the event the Applicant seeks a subdivision approval pursuant to the Subdivision Control Law, G.L. c. 41, §§ 81K through 81GG, in connection with an application for a SGOD-SPR, the Applicant shall file the appropriate application thereunder. In order to facilitate processing, the Planning Board shall consider said application simultaneously with the application for the SGOD-SPR.

M. Severability.

1. If any provision of this § 125-59 is found to be invalid by a court of competent jurisdiction, the remainder of § 125-59 shall remain in full force and effect.

# WARRANT FOR THE SPECIAL TOWN MEETING OF THE TOWN OF HARVARD

COMMONWEALTH OF MASSACHUSETTS  
WORCESTER, ss.

To the Constable of the Town of Harvard:

Greetings:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of the said Town, who are qualified to vote in Town affairs, to meet in Bromfield School's Cronin Auditorium on Monday, the 13th day of February, 2023 at 7:00 p.m. by the clock to act on the following articles:

## **ARTICLE 1: PAY BILL(S) OF PRIOR FISCAL YEAR(S)**

To see if the Town will vote to transfer from available funds a sum of money to pay bills from prior fiscal years, or pass any vote or votes in relation thereto.

(Inserted by Select Board)

## **ARTICLE 2: COMMUNITY PRESERVATION FUND**

To see if the Town will vote to amend its acceptance of Sections 3 to 7, inclusive, of Massachusetts General Laws Chapter 44B, known as the Massachusetts Community Preservation Act, by increasing the surcharge on real property taxes to be placed in a special "Community Preservation Fund" that may be appropriated and spent for the purposes permitted by said Act, including open space, historic resources, and affordable housing purposes from one and one-tenth (1.1) percent to three (3) per cent of the taxes assessed annually on real property which shall be dedicated to said fund, such increased surcharge to be imposed on taxes assessed for fiscal years beginning on or after July 1, 2023, and to exempt from such increased surcharge any or all of the following: (1) property owned and occupied as a domicile by a person who would qualify for low income housing or low or moderate income senior housing in the community; or (2) \$100,000 of the assessed valuation of Residential, Commercial, and Industrial parcels, or pass any vote or votes in relation thereto.

(Inserted by Select Board)

## **ARTICLE 3: PERMANENT WATER CONNECTION WITH DEVENS**

To see if the Town will appropriate \$4,850,000, or any other amount, to pay costs of designing and constructing a water main and booster station to provide a permanent water connection with Devens to supply water to the Town, and for the payment of all costs incidental and related thereto, to determine whether this amount shall be raised by borrowing or otherwise, provided, however, that this appropriation and debt authorization shall be contingent upon passage of a Proposition 2½ debt exclusion referendum under Massachusetts General Laws Chapter 59, Section 21C(k), or to take any other action relative thereto.

(Inserted by Select Board)

## **ARTICLE 4: AMEND THE PROTECTIVE BYLAW TO ALLOW ACCESSORY ENTERTAINMENT IN TOWN CENTER ENTERTAINMENT OVERLAY DISTRICT.**

To see if the Town will vote to amend Chapter 125 of the Code of the Town of Harvard, the Town's Protective Bylaw, by adding thereto the following new Section 125-59 relative to the Town Center Entertainment Overlay District, or take any vote or votes in relation thereto.

A. Purpose. The purpose of the Town Center Entertainment Overlay District (TCEOD) is to allow entertainment as an accessory use on certain properties which are primarily used for business, institutional or cultural purposes.

B. Establishment of overlay district. The TCEOD is established as an overlay district. The TCEOD consists of certain parcels of land on Ayer Road, Elm Street, Fairbanks Street, Massachusetts Avenue and Still River Road as shown on the Town Center Entertainment Overlay District Map on file with the Town Clerk. Within the TCEOD, all regulations of the underlying district remain in effect.

C. Permitted Accessory Uses in the Town Center Entertainment Overlay District.

(1) All uses that are clearly subordinate to, and customarily incidental to, and located on the same premises with the main use or structure to which it is accessory.

(2) Accessory entertainment, provided that a license for such entertainment is obtained from the Select Board, except on properties in the TCEOD which are used primarily for residential purposes.

(Inserted by Planning Board)

Given under our hands this 17th day of January, Two Thousand and Twenty-Three.

Harvard Board of Selectmen:

Richard Maiore, Chairman

Donald Ludwig

Erin McBee

Kara McGuire Minar

Charles Oliver

**Commonwealth of Massachusetts**  
*Worcester Regional Retirement System*

Kevin P. Blanchette • Chairman

Board Members: Rebecca L. Tuttle • Pauline M. Lajoie • Michael J. Donoghue • Eugene J. Durgin, Jr.  
Michael Sacco, Esquire • Chief Executive Officer

**MEMORANDUM**

TO: Member Unit Boards of Selectmen

FROM: Kevin P. Blanchette, Chairman  
Rebecca Tuttle, Member  
Michael Donoghue, Elected Member  
Pauline Lajoie, Elected Member  
Eugene Durgin, Member

DATE: January 6, 2023

RE: Chapter 269 of the Acts of 2022 - Cost-of-Living Adjustment

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At its meeting on December 20, 2022, the Worcester Regional Retirement Board voted to approve the additional 2% cost-of-living adjustment as authorized by Chapter 269 of the Acts of 2022, which Governor Baker signed into law on November 16, 2022.

Chapter 269 further requires the approval of 2/3 of the Chief Executive authorities of our member towns. It is our hope that your Board will consider approval of the COLA as soon as possible, however the votes must be held before June 30, 2023. Should 34 of our towns approve, the additional 2% COLA will be applied retroactive to July 1, 2022. The Board stands ready to assist you in any way as you consider this matter. Our Chief Executive Officer, Michael Sacco will be available to attend any meetings should you deem it appropriate.

As a reminder, any COLA granted is based only on the first \$16,000 paid to our retirees, and the WRRB previously voted to grant a 3% COLA to the WRRS' retirees and survivor beneficiaries effective July 1, 2022.

The WRRB will be conducting its annual meeting with the WRRS member unit Treasurers and Collectors on January 19, 2023 at the Auburn Elks, 754 Southbridge Street, Auburn at 8:30 a.m. The WRRB's Actuary, Linda Bournival from KMS Actuaries, will be present to not only discuss the annual member unit assessments, but also to discuss the cost the member units will incur if the additional 2% COLA is approved and how it will be allocated in future assessments. Please note, as Linda will discuss in more detail, approval of the COLA will **not** impact your FY 24 or FY 25 assessment.

Should you have any questions please contact the WRRS's Chief Executive Officer, Michael Sacco, who will be able to assist you.

## MEMORANDUM

TO: All Retirement Boards

FROM: John W. Parsons, Esq., Executive Director

RE: 5% Local COLA option

DATE: November 18, 2022

On November 16, 2022, the Governor signed Chapter 269 of the Acts of 2022 into law. This act provides the local retirement systems with a local option to increase the Cost of Living Adjustment ("COLA") for Fiscal Year 2023 to up to 5 percent on the base amount specified pursuant to G.L. c. 32, § 103. The approval of the increase can occur at any time during the fiscal year and will take effect as of July 1, 2022.

The local approval mechanism is different than traditional COLA increases and COLA base increases. In order for a system to adopt a COLA increase pursuant to this act, **the retirement board must vote for the increased amount and then it must also receive local approval.**

For purposes of this act, local approval means:

- In a city, the mayor must recommend the increase to the city council and the council must vote in favor.
- In a city having a Plan D or Plan E charter, the city manager must recommend the increase to the city council and the council must vote in favor.
- In a town, the chief executive officer<sup>1</sup> - the select board in nearly all cases - must vote in favor to accept the increase rather than the town meeting as is the case for COLA base increases.
- In a district, or other political subdivision, the governing board, commission or committee must vote in favor to accept the COLA increase.

<sup>1</sup> As defined in G.L. c. 4, § 7, "chief executive officer", when used in connection with the operation of municipal governments shall include the mayor in a city and the select board in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.



MEMORANDUM - Page Two

TO: All Retirement Boards  
FROM: John W. Parsons, Esq., Executive Director  
RE: 5% Local COLA option  
DATE: November 18, 2022

- In a regional system, two-thirds of the cities and towns within the system must approve the increase. This is done in the same fashion as stated above for municipalities: in a city, by the city council upon recommendation by the mayor or, in a city with a Plan D or Plan E charter, the city manager; or, in a town, by approval of the chief executive officer (likely the select board) as defined by G.L. c. 4, § 7.
- In a county, the county commissioners, who normally do not have a role in COLAs nor COLA base increases, must vote to accept **and** two-thirds of the cities and towns within the system must approve the increase in the same manner as stated above for regional systems.

Though many local systems are comprised of multiple units such as housing authorities and districts, the two-thirds language only applies to regional and county systems as the approval specified in the statute only refers to cities and towns as voting political subdivisions.

Section 2 of the act provides that a COLA increase pursuant to this act is retroactive to July 1, 2022. Any COLA increase, in addition to any COLA previously adopted for FY 23, will become part of the fixed amount of a retirees' retirement allowance in the same manner as all COLAs granted pursuant to section 103.

PERAC has already received questions about estimating the cost of the enhanced COLA. PERAC Actuary John Boorack has provided the following formula for a conservative full-cost estimate, not a one-year estimate, to assist boards in their planning:

$$(0.2) \times (\text{COLA base}) \times (\# \text{ of retirees/beneficiaries})$$

If you have any questions about this memo, please contact PERAC's General Counsel, Judith Corrigan, at (617) 591-8904 or at [judith.a.corrigan@mass.gov](mailto:judith.a.corrigan@mass.gov).

# AN ACT RELATIVE TO COST-OF-LIVING ADJUSTMENTS FOR RETIREES

*Whereas*, The deferred operation of this act would tend to defeat its purpose, which is to provide for increased cost-of-living adjustments for retirees, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

SECTION 1. (a) (1) Notwithstanding section 103 of chapter 32 of the General Laws or any other general or special law to the contrary, the retirement board of any system that has accepted said section 103 may elect to establish a cost-of-living adjustment increase of not less than 3 per cent and not greater than 5 per cent on the base amount provided for in said section 103 for fiscal year 2023.

(2) The sum of the dollar amount of the cost-of-living increase on the base amount, together with the amount of retirement allowance, pension or annuity to which the cost-of-living increase is applied, shall become the fixed retirement allowance, pension or annuity for all future purposes, including the application of subsequent cost-of-living adjustments in future years.

(b) A retirement board may grant a cost-of-living increase of not less than 3 per cent and not greater than 5 per cent on the base amount for fiscal year 2023 at any time during the fiscal year.

(c) This section shall take effect for the members of a retirement system by a majority vote of the board of such system and upon local acceptance: (i) of the city council upon recommendation of the mayor in a city, (ii) of the city council upon recommendation of the city manager in a city having a Plan D or Plan E charter, (iii) of the chief executive officer, as defined in section 7 of chapter 4 of the General Laws, in a town, (iv) of the county commissioners in a county and (v) by vote of the governing board, commission or committee in a district or other political subdivision of the commonwealth. For any retirement system comprising more than 1 political subdivision of the commonwealth, this section shall be effective by a majority vote of the board of such system and upon the acceptance of two-thirds of cities and towns within the system by approval of: (i) the city council upon recommendation of the mayor in a city, (ii) the city council upon recommendation of the city manager in a city having a Plan D or Plan E charter, and (iii) the chief executive officer, as defined in section 7 of chapter 4 of the General Laws, in a town.

SECTION 2. This act shall take effect on July 1, 2022.

*Approved, November 16, 2022.*

**REGIONAL 911 EMERGENCY COMMUNICATION  
DISTRICT AGREEMENT**

**NASHOBA VALLEY REGIONAL DISPATCH DISTRICT**

This regional 911 emergency communication district agreement (the “District Agreement”) is dated as of the \_\_\_ day of \_\_\_\_\_, 2023, in accordance with the provisions of M.G.L. c. 6A, § § 18O-18V, inclusive, by and between the “Participating Communities” (as defined below). The effective date of the District Agreement (the “Effective Date”) shall be the date after the last of the Participating Communities has executed this District Agreement.

**PREAMBLE**

In order to establish, construct or site, equip, administer, operate and maintain a consolidated regional 911 emergency services communications and dispatch system for certain communities in the Nashoba Valley Region, the Massachusetts Development Finance Agency (“MassDevelopment”) acting on behalf of the Devens Regional Enterprise Zone (“Devens”), and the Towns of Berlin, Bolton, Harvard, Lancaster and Lunenburg (together, the “Participating Communities”) agree to accomplish this by jointly exercising their common powers in the manner set forth in this District Agreement.

**RECITALS**

WHEREAS, the Participating Communities are each empowered by law to staff, maintain, and operate a public safety communications and dispatch facility, which is a proper governmental function and service; and

WHEREAS, the Participating Communities desire to join together to establish a regional 911 emergency communication district comprised of their communities and any other communities which may in the future be admitted into the district; and

WHEREAS, the Participating Communities desire to operate and maintain a consolidated regional 911 emergency communication facility in the region and to provide an orderly method for the accomplishment thereof; and

WHEREAS, the Participating Communities have agreed to share the costs, responsibilities and obligations of constructing, operating, and maintaining a municipal regional 911 emergency communication facility in the Nashoba Valley region; and

WHEREAS, the establishment of a regional 911 emergency communication district is authorized pursuant to the provisions of M.G.L. c. 6A, § § 18O to 18V, inclusive,<sup>1</sup>; and

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<sup>1</sup> The legislation was enacted as Chapter 500 of the Acts of 2014 which was approved as of January 8, 2015.



WHEREAS, the Participating Communities have each accepted the provisions of sections 18O to 18V, inclusive, of chapter 6A of the General Laws and by entering into this District Agreement, each desires to combine their resources to share emergency services communications and dispatch services on a regional basis from a single primary location, initially to be located in Devens, Massachusetts.

NOW THEREFORE, the Participating Communities, for and in consideration of the mutual benefits, promises and agreements set forth herein, each agree as follows:

## **AGREEMENT**

1. Purpose.

This District Agreement is intended to set forth the responsibilities and obligations of the Participating Communities for cost efficient, shared, and effective municipal emergency dispatch and communications services. The purpose of this District Agreement is to provide for the establishment, operation and maintenance of a consolidated regional 911 emergency communication center by constructing, equipping, staffing, maintaining, administering and operating a facility or facilities which provide call receiving and dispatching services to the Participating Communities, by providing computers, radios and other equipment for communication, interaction and documentation of such with the respective emergency responders working in the field.

As of the Effective Date of the District Agreement, all prior Intermunicipal Agreements and/or District Agreements shall terminate and all terms, conditions, rights and obligations shall be replaced by this District Agreement.

2. Name/Authority.

The Participating Communities shall operate under the name “***Nashoba Valley Regional Dispatch District***”, (hereinafter, the “Dispatch District”). The Dispatch District is established pursuant to M.G.L. c. 6A, § 18Q and is a public employer and body politic and corporate.

3. Term.

The initial term of the District Agreement shall be for a term beginning on the Effective Date and ending on June 30, 2023. The second term shall begin on July 1, 2023 and shall end on June 30, 2024. Thereafter, this District Agreement shall automatically renew for additional terms of one (1) year each for up to twenty-five (25) years, or until terminated by mutual agreement, superseded by a subsequent agreement, or terminated sooner as set forth below.

Notwithstanding the above, this District Agreement shall have no force and effect unless and until each of the six (6) Participating Communities have executed this agreement

with due authority. At all times, this District Agreement shall be subject to municipal appropriation.

If an additional community is added to the District, that community shall execute this District Agreement in its original form unless the entire complement of participating communities agree to amending provisions of the Agreement.

This District Agreement shall not be affected by any change in leadership of any party hereto, unless terminated or modified pursuant to the terms of this District Agreement. Withdrawal or termination of a party to this District Agreement shall not, in itself, have the effect of terminating this agreement as to the remaining parties.

#### 4. Governance.

A. There shall be established for the Nashoba Valley Regional Dispatch District: (i) a “*District Board*” (referred to herein as the “Administration Board”), (ii) an *Operations Committee* (the “Operations Committee”) and a *Finance Advisory Committee* (the “Finance Committee”). Members of the Administration Board, the Operations Committee and the Finance Committee shall serve without compensation but each member shall be entitled to reimbursement from the Dispatch District for his/her actual and necessary expenses incurred in the performance of his/her official duties.

(1) The Select Board of each of the Participating Communities and the Board of Directors of MassDevelopment (BDM) shall each appoint one person to serve as its respective representative on the Administration Board. Each such Select Board and the Board of Directors of MassDevelopment may also appoint an alternate representative who may serve in place of the primary representative in the event the primary representative cannot serve at one or more meetings of the Board. An alternate shall have the authority to vote in the name and stead of the entity which appointed him/her. The Participating Communities shall each have one (1) vote on any matter before the Administration Board. All votes shall be cast in accordance with Paragraph 4(E) below. A Board representative shall cease to be a representative if he/she ceases to hold office in the Community from which he/she was appointed or in MassDevelopment, if his/her appointment is rescinded by his/her appointing authority, or if his/her appointing authority ceases to be a party to this District Agreement. No member of the Administration Board can sit concurrently on the Operations Committee or the Finance Committee.

(2) The Chief Administrative Officer for each Participating Community shall appoint the Police Chief and Fire Chief, or a Public Safety Director, as its’ representatives on the Operations Committee. An alternative representative may also be appointed who is of similar qualifications of a Police Chief, Fire Chief, or Public Safety Director to fill the position of either the Police Chief, Fire Chief or Public Safety Director. Every representative on the Committee shall each have one (1) vote on the Operations Committee to act upon matters that are before the Committee. Votes shall only be cast in accordance with Paragraph 4(E) below.

A Committee representative shall cease to be an Operations Committee representative if he/she ceases to hold office from which he/she was appointed, if his/her appointment is rescinded by his/her appointing authority, or if his/her community ceases to be a party to this District Agreement. No member of the Operations Committee can sit concurrently on the Administration Board or the Finance Committee.

(3) The chief executive officer for each Participating Community shall each appoint one person who shall serve as their respective representative on the Finance Committee. Such appointee may be the Town Administrator, Town Manager, Town Accountant or Chief Financial Officer of the town, or the Chief Financial Officer of the Massachusetts Development Finance Agency, provided however, that no member of the Finance Committee shall also serve on the Administration Board or the Operations Committee. The chief executive officer for each Participating Community may also appoint an alternate representative to serve in place of the primary Finance Committee representative in the event the primary Finance Committee representative cannot serve at one or more meetings of the Finance Committee. An alternate representative shall have the authority to vote in the name and stead of the person who appointed him/her. The Participating Communities shall each have one (1) vote on the Finance Committee to act upon matters before the Finance Committee. Votes shall only be cast in accordance with Paragraph 4(E) below. A Finance Committee representative shall cease to be a Finance Committee representative if he/she ceases to hold office from which he/she was appointed, if his/her appointment is rescinded by his/her appointing authority, or if his/her community ceases to be a party to this District Agreement.

(4) The Administration Board shall appoint an Executive Director. The Executive Director shall be an employee of the Nashoba Valley Regional Dispatch District and his/her salary and benefits shall be established by the Administration Board. The Executive Director shall be responsible for the day-to-day operation and maintenance of the Dispatch District subject to the specific authority retained herein by the Administration Board, Operations Committee or Finance Committee and the general supervisory authority of the Administration Board. The specific job qualifications, duties and responsibilities of the Executive Director shall be established by the Administration Board in conjunction with the Operations Committee. The Executive Director shall report to the Administration Board.

B. The Administration Board shall have responsibility for all matters relating to the overall administration of the Dispatch District excluding those matters under the purview of the Finance Committee. Notwithstanding the above, the Administration Board may, by a majority vote of all its members, delegate to the Operations Committee or Finance Committee such matters as it may deem appropriate and as permitted by law.

C. The Operations Committee shall have responsibility for the effective and orderly operation of the Dispatch District including without limitation, communications equipment and systems, dispatch protocols and operational policies and procedures, and making recommendations to the Administration Board. The Operations Committee shall coordinate with each of the Participating Communities all local protocol and standard operating procedures required to implement regional dispatch services for each of the Participating Communities and shall ensure compliance with all applicable, local, state and federal protocol, rules, regulations, directives and laws.

Notwithstanding the above, the Operations Committee may, by a majority vote of all its members, delegate to the Executive Director such operational matters as it may deem appropriate.

D. The Finance Committee shall have responsibility for adoption of an annual budget as described in Paragraph 8 below and for matters regarding the incurring of debt and the issuance of bonds and notes, all in accordance with the provisions of subsections (e), (g), and (h) of section 18R of chapter 6A of the General Laws, and for such other fiscal matters as may be delegated by the Administration Board or required by law.

E. Board/Committee Action. All actions by the Administration Board, the Operations Committee, or the Finance Committee shall require the presence of a quorum and an affirmative vote of a simple majority of members present (except as is otherwise set forth herein). A quorum shall be defined as a simple majority of the entire authorized complement of the multiple member body.

At least a quorum of voting members must be present for a vote of the Board or Committee to be valid and binding upon the Participating Communities.

F. Designation of Officers. The Administration Board, the Operations Committee, and the Finance Committee shall each have a Chairperson, Vice Chairperson, and Secretary. The selection of a Chairperson, Vice Chairperson, and Secretary of the Board and the Committees shall be by ballot from the respective Board or Committee. The Secretary position will be responsible for the minutes of the meetings that will be presented to the respective Board or Committee for approval.

The Chairperson of the Board and the Chairperson of the Committees shall be responsible for giving proper notification of their respective meetings (as required by applicable provisions of the Open Meeting Laws (M.G.L. c.30A ss. 18-25), setting agendas and performing administrative activities as needed. The Chairperson of the Board and the Chairperson of the Committees shall notify all of its respective members, and the Town Clerk of each of the Participating Communities of all meetings. In the event that the Chairperson is unable to fulfill these duties, the Vice Chairperson shall act as Chairperson for so long as the Chairperson is unable to fulfill such duties. The Chairperson of the Board or Committee may delegate administrative activities as needed.

G. Board/Committee Meetings. The Administration Board, the Operations Committee, and the Finance Committee shall each conduct regular meetings; holding at least two regular meetings each fiscal year. The first meeting of each fiscal year shall be the annual meeting. The date and hour of any regular meeting shall be scheduled by order of the Board/Committee or by the Board/Committee Chairperson. The Board/Committee shall provide for additional meetings as may be necessary on a mutually agreed upon date and time.

The Administration Board, the Operations Committee, and the Finance Committee may each adopt rules for conducting their respective meetings and other business as they deem necessary and appropriate. In the absence of rules to the contrary, common-law principles for the operation of public meetings shall govern. The failure however to comply with such rules shall not affect the validity of any action. The Board/Committee may suspend its rules if it so chooses.

A copy of the approved meeting minutes shall be provided according to the Open Meeting Law requirements and to the Town Clerk of each Participating Community and to any member of the public requesting same.

All meetings of the Administration Board, the Operations Committee, and the Finance Committee are subject to and shall comply with all applicable provisions of the Open Meeting Laws (M.G.L. c.30A ss. 18-25) and the Public Records Laws (M.G.L. c. 66), as those laws may be amended from time to time.

5. Provision of Services to Other Entities.

The Dispatch District, through the Administration Board after consultation from the Operations Committee, may provide dispatch or other communication services to other public or private entities which provide a critical public health or safety service and/or to public agencies not a party to this District Agreement but only upon the written approval of and subject to such terms and conditions as the Administration Board may establish. Such service may be evidenced by contract, District Agreement or other form of written agreement.

The Dispatch District, as approved by the Finance Committee, shall establish the amount of charge for the service being provided to other non-member entities. Charges will be set with the intent of recovering all capital, operational, and maintenance costs expended in providing the services to a particular entity, both annually and for prorated periods thereof, as well as sums as may be needed for future improvements, repairs, upgrades or expansions.

6. Dispatch Facility.

A. The initial dispatch facility shall be located in Devens, Massachusetts. The dispatch facility shall provide suitable and necessary components for a modern dispatch center. All equipment and materials belonging to the District will be supported and

maintained through an annual operational budget. All equipment or materials used as part of the dispatch system will be owned as set forth in Paragraph 6B.

B. The Dispatch District shall in its own name, by purchase, written lease, or written license procure an area whereby a tower or other structure for the installation of antennae shall be constructed, and a facility in which the dispatch facility will operate. The Dispatch District shall procure in its own name all equipment, systems, fixtures, goods, or other personal property as it may deem necessary or appropriate from time to time.

As of the Effective Date of this District Agreement, all rights to (and obligations regarding) any and all equipment, systems, fixtures, goods, or other personal property and materials, and all rights and obligations of any lease or license or other agreement for real property, including without limitation towers and antennae, used as part of the dispatch system prior to the Effective Date pursuant to the District Agreement shall be deemed to be transferred to the Dispatch District.

Upon termination or dissolution of the Dispatch District, all equipment fixtures, goods, or other personal property installed or otherwise used at the facility (other than that which has been constructed or installed and is permanently affixed to the facility premises, or affixed in a manner so that it cannot be removed without defacing or damaging the premises), which has been procured by or on behalf of the Dispatch District with funds provided by the Participating Communities shall remain the property of the Dispatch District. Any such personal property which has been purchased with funds provided by a grant shall, upon proper request, become the property of the granting authority which provided such funds. Upon the dissolution of the Dispatch District, diligent efforts shall be made to sell the property of the Dispatch District (excluding property purchased with grant funds) and the proceeds therefrom shall be equitably distributed to the then Participating Communities.

Notwithstanding the above, the Participating Communities acknowledge, agree and consent to the Executive Director, under advisement of the Finance Committee, to act as (1) the procurement agent of the Dispatch District, and (2) the applicant and grantee or agent for any and all grant programs that may be available to the Dispatch District.

C. The Executive Director in conjunction with the Operations Committee shall be responsible for determining what communications equipment is necessary to operate and maintain the dispatch system. In carrying out its responsibilities the Executive Director and the Operations Committee shall be subject to the following standards:

- (1) The dispatch facility shall be intended to provide consolidated regional public safety communications and dispatch services to the Participating Communities.
- (2) All dispatch facility components shall be compatible with each other.

(3) The choice of dispatch facility components and the operation and maintenance of the system shall be based upon cost efficiency including budget constraints and effectiveness and upon a desire to establish appropriate response to the emergency dispatch and communications needs of the citizens of the region.

(4) The Participating Communities acknowledge that system quality is subject to cost efficiency and budget constraints and that various sections of this agreement impose requirements related to budget approval by the Finance Committee.

(5) Each of the Participating Communities shall provide and maintain all necessary telephone circuits, radio circuits/frequencies, two-way radios, antennae and any related and/or necessary equipment required for their agency's operation, communication with the dispatch facility, and their respective emergency networks. All such telecommunications costs, maintenance costs, and expenses for equipment located within its community shall be the responsibility of each respective community.

7. Fiscal Year of the Dispatch District.

The fiscal year for the Dispatch District shall be July 1 to June 30 of each year.

8. Annual Budget.

With the assistance of the Operations Committee, the Executive Director shall develop and recommend to the Administration Board and the Finance Committee an annual budget on or before February 1 of each year. The annual budget shall set forth all anticipated expenses and revenues for the following fiscal year and contingency funds for unanticipated operating and capital expenses. The Finance Committee shall be responsible for the approval of the annual budget. The annual budget shall include (1) the operating budget, (2) the capital budget, (3) the operating reserve budget and (4) the capital reserve budget. The budget shall include any planned or future capital expenses and the salaries and benefits for all persons employed by the Dispatch District shall be subject to the budget approval process set forth herein. The useful life of equipment and other assets shall be considered when formulating the annual budget.

Money allocated to the operating reserve budget or the capital reserve budget may only be expended with the express approval of the Finance Committee. Any unspent portion of a reserve budget shall be carried forward to the next fiscal year in addition to the reserve allocation for each such fiscal year.

The total budget upon which is based the assessment against each of the Participating Communities will be reduced by revenue from entities not a party hereto, by unexpected or unencumbered funds available at the end of each fiscal year prior to the year for which the budget is applicable or by other revenues available to the District.

In the event that emergency expenditures are required to maintain system integrity in excess of amount budgeted therefor, the Dispatch District is authorized to incur the same first from the reserve fund and second from any other funds available.

All financial obligations of the Participating Communities shall at all times be subject to annual municipal appropriation, including, but not limited to the Participating Communities' indemnification obligations under Paragraph 18 below. Notwithstanding the above, in the event that a Participating Community does not pay the District its allocated share of the expenses of the District in any year, such community's membership in the Dispatch District shall be subject to termination which may be made in accordance with the provisions of Paragraph 13(B).

9. Allocation of Costs of Dispatch Facility.

Each Participating Community shall be charged an equal sum each year which shall be calculated based upon the total annual budget divided by the number of communities participating. Each Participating Community agrees to assume an equal share of all costs and expenses of all equipment, facilities, (including maintenance thereof), personnel and operations of the Dispatch District and to promptly remit payment therefor upon proper request.

The amount assessed to each Participating Community shall be certified by the Treasurer to the chief executive officers, board of assessors and treasurers of each Participating Community not later than February 1 annually.

Payments of assessments are automatically due and payable each year without further notice as follows:

July 1: 50% of total assessment plus \$5,000 for the contingency account  
January 1: 50% of total assessment

Each Participating Community agrees to provide in its annual budget an appropriation to be available in an amount adequate for that party's assessment for the same fiscal year. If any Participating Community fails to include any assessed amount certified by the Treasurer in its appropriations for the fiscal year, the board of assessors shall raise the amount in the tax levy of that year under section 23 of chapter 59 of the General Laws.

Participating Communities shall be subject to reasonable penalties and interest if payments are not received within thirty (30) days of the date due.

10. Appointment of Accountant and Treasurer; Revolving Fund.

A. The Executive Director shall appoint an Accountant. This appointment will be ratified by the Administration Board and the salary and benefits, if applicable, are approved by the Administration Board per Section 15. The Accountant shall maintain accurate and comprehensive records, on the basis of generally accepted accounting



principles consistently applied, of all funds deposited into and paid from the Revolving Fund and other accounts as well as records of all services procured, costs incurred, liabilities, reimbursements.

The Accountant shall be a part-time employee of the district and their duties and responsibilities will be further defined in the Accountant's Job Description.

B. The Executive Director shall appoint a Treasurer who may be a treasurer of one of the towns in the District or the Chief Financial Officer of the Massachusetts Development Finance Agency. This appointment will be ratified by the Administration Board and the salary and benefits, if applicable, are approved by the Administration Board per Section 15. The Treasurer, subject to the direction and approval of the Finance Committee, shall be authorized to receive, take charge of, invest and disburse all funds of the Dispatch District without further appropriation. The Treasurer shall pay any bill of the Dispatch District which shall have been approved by the Executive Director. The Treasurer shall give bond for the faithful performance of his/her duties in a form and amount as fixed by the Administration Board. The Treasurer shall be subject to sections 35, 52 and 109A of chapter 41 of the General Laws.

The Treasurer shall be a part-time employee of the district and their duties and responsibilities will be further defined in the Treasurer's Job Description.

C. In order to finance the operation and administration of the Dispatch District, there shall be established and maintained a segregated revolving fund account (the "Revolving Fund") and such other accounts as may be appropriate. The Dispatch District shall have its own taxpayer identification number. All payments received by the Dispatch District and all expenses paid by the Dispatch District shall be deposited into or paid from the Revolving Fund.

D. Financial statements shall be issued to all Participating Communities on a quarterly and annual basis. There shall be an audit of the books and records of the Dispatch District performed by an independent third-party certified public accountant following the end of each fiscal year. In addition, the Administration Board shall have the right, upon sixty (60) days advance written notice, to audit or otherwise examine the books and records of the Dispatch District to verify the accuracy of the financial statements. The costs of performing any audit shall be an expense of the Dispatch District. The Administration Board shall be entitled to request and receive copies of the information described above upon reasonable notice.

Upon completion of each audit, the Administration Board shall forward a copy of the audit to the Chairperson of the Select Board of each Participating Community (and the SVP of Devens Operations), the state auditor, the state 911 department and the division of local services.

11. Reconciliation of Revolving Fund Account.

Not less frequently than quarterly, the Executive Director, District Accountant and District Treasurer shall reconcile cumulative payments made by Participating Communities into the Revolving Fund against cumulative amounts owed. Participating Communities shall be credited for over payments or billed for shortfalls, as appropriate.

Identified year-end positive balances will be carried over to the following fiscal year to allow for continuity of business. Upon receipt of all assessments and grant reimbursements, the Executive Director with the assistance of the District Accountant will present the remaining positive balance from the previous fiscal year to the Finance Committee who will make recommendations as to the appropriation of the remaining amount or how much to refund to the participating communities.

12. Procurement.

All goods and services procured by the Dispatch District shall be procured pursuant to applicable procurement laws, rules, or regulations.

13. Admission of Additional Members.

Any municipality that is not a party to this District Agreement as of the Effective Date may seek membership in the Dispatch District. For purposes of this District Agreement, a “municipality” shall be deemed to include the Department of Defense, the Federal Bureau of Prisons, and/or any other federal or state entity with due authority to be a member of the Dispatch District. Admission of additional municipalities to the Dispatch District shall be considered an amendment to the District Agreement.

In order to seek membership in the Dispatch District, a municipality must present to the Executive Director written documentation indicating that its Select Board (or equivalent authority) have voted in the affirmative to request membership in the Nashoba Valley Regional Dispatch District. Upon receipt of such documentation, the Executive Director shall request that the Administration Board, the Operations Committee, and the Finance Committee each place on its meeting agenda the question of whether to admit the requesting municipality as a **Provisional Member** of the Dispatch District. The Operations Committee and the Finance Committee shall each provide its recommendations to the Administration Board on whether to admit the municipality requesting membership.

After receiving the recommendations of the Operations Committee and Finance Committee, the Administration Board shall determine whether the requesting municipality shall be admitted to the Dispatch District as a Provisional Member. Admittance shall require a 2/3 vote of the number of then Participating Communities (excluding any Provisional Members).

Admittance to the Dispatch District as a Provisional Member shall enable that municipality to appoint representatives to each of the Administration Board, Operations Committee and Finance Committee, all as is set forth in Section 4 above, **provided however**, that all such representatives shall not have voting rights on the Administration Board, Operations Committee or Finance Committee until such time as the municipality is admitted as a full member and Participating Community.

During the period of provisional membership, the municipality shall work in good faith and with all due diligence with the Dispatch District to determine all actions and costs associated therewith that are required in order for the municipality to become a full member.

In the event that a provisional member withdraws its request for full membership, the Provisional Member shall be required to reimburse the Dispatch District for the time expended by the Executive Director in pursuing full membership for the Provisional Member. The Executive Director shall account for all such time accrued on behalf of the Provisional Member and his/her time shall be reimbursed by the Provisional Member at the rate set forth by his/her employment contract or pay scale and such amount shall be due and payable to the Dispatch District within ninety (90) days of the receipt of an invoice which shall include sufficient supporting documentation.

Admittance of a municipality to the Dispatch District as a full member and Participating Community shall first require,

- (1) the affirmation of the Operations Committee that all matters within its purview as described in Section 4(C) above have been addressed to its satisfaction in order for the municipality to begin operations in the dispatch facility; and
- (2) the affirmation of the Finance Committee the municipality has paid to the Dispatch District the full amount of its assessment due for the then current fiscal year, plus any and all other costs or expenses relating to membership in the Dispatch District attributable to the municipality, and that all other matters within its purview as described in Section 4(D) above have been addressed to its satisfaction in order for the municipality to begin operations in the dispatch facility; and
- (3) the affirmation of the Executive Director that all matters within his/her purview as described in Section 4(A)(4) above have been addressed to his/her satisfaction in order for the municipality to begin operations in the dispatch facility; and
- (4) the affirmation and affirmative vote of the Administration Board that all matters within its purview as described in Section 4(B) above have been addressed to its satisfaction in order for the municipality to begin operations in the dispatch facility.

Subject to the requirements of subsections 1-4 above, upon the affirmative vote of the Participating Communities as described above and upon its execution of this District Agreement (as may be amended from time to time), the municipality shall become a full member and a Participating Community in the Dispatch District with full voting rights on each of the Administration Board, Operations Committee and Finance Committee, and shall thereupon assume all of the rights, responsibilities, costs and liabilities of each of the other Participating Communities and shall at all times be subject to the terms and conditions of this District Agreement.

14. Termination or Withdrawal.

A. A Participating Community may elect to withdraw and terminate its membership in the Dispatch District by providing written notice to the Chairperson of the Administration Board not less than one hundred twenty (120) days prior to the expiration of the then current term of the District Agreement. Termination of membership shall be effective sixty (60) days following the date of receipt of the notice of termination, or thirty (30) days following the payment of all obligations incurred as of the date of receipt of notice of termination, whichever is later. No Participating Community shall be entitled to retain or be reimbursed for any costs or liabilities incurred prior to the effective date of termination of membership, including without limitation, any other fees, costs, or expenses attributable to this District Agreement.

Following receipt of notice of termination, the remaining Participating Communities shall attempt to mitigate the damages caused by termination by either obtaining other parties to join the Dispatch District or by reducing expenses of the District, but until any mitigation actually occurs, the terminated party shall remain liable for its assessment in full until the end of the then current fiscal year. The type of activities to be taken in mitigation shall be determined in the sole discretion of the remaining Participating Communities. All parties to this District Agreement agree that the dispatch system is configured and expenditures are committed based upon the understanding that all parties will remain members of the District at least until the end of the then-current term and that the payments to be made hereunder represent reasonable liquidated damages and not a penalty.

In the event that the Dispatch District shall be comprised of less than two communities, the District shall be terminated pursuant to then applicable law.

B. If any party to this District Agreement defaults on payment of any assessment or otherwise breaches this agreement, such party shall be notified in writing stating therein the nature of the alleged default or breach and directing such party to cure such default or breach within ten (10) days. If such party in default or breach fails to cure said default or breach within ten (10) days, that party shall be subject to termination as a party to this District Agreement upon the vote of a majority of the Board members not subject to termination, acting on behalf of their respective communities. The party in default or breach shall not be entitled to vote on its own termination or be counted in determining a

majority in interest. The terminated party shall remain liable for any defaulted payment and late charges accruing through the end of the then current fiscal year.

15. Dispatch District Personnel.

The Executive Director and all other Dispatch District personnel shall be employees of the Dispatch District. The Dispatch District shall employ supervisory and operations staff as approved in each annual budget. Salaries and benefits of all such personnel shall be approved by the Administration Board.

16. Dispatch District Personnel Retirement Plans.

Eligible employees of the Dispatch District shall be entitled to participate in the Commonwealth of Massachusetts' retirement system established under chapter 32 of the General Laws. Administration of the Dispatch District's employees' retirement plans shall be administered by the Worcester Regional Retirement System.

17. Severability Compliance with Applicable Law.

Should any part, term, portion or provision of this District Agreement or the application thereof to any person or circumstances be in conflict with any local, state or federal law or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts terms portions or provisions or the application thereof to other persons or circumstances shall be deemed severable and shall not be affected thereby. The parties further intend for this District Agreement to be modified to comply with any applicable local, state or federal law should it be determined not to be in compliance and to remain binding between them as so modified. In particular but without limiting the generality of the foregoing, the parties intend for this District Agreement to remain binding against each of them notwithstanding any legal requirement that would alter the term hereof or change the way in which any party is required to pay its share of assessments. The parties will remain bound hereunder subject to such modified terms.

18. Indemnification.

Each of the Participating Communities and each Provisional Member shall indemnify, defend and hold harmless each of other and their successors and assigns, and all of their officers, directors, lenders, agents, contractors, volunteers, and employees (collectively the "Indemnitees") from and against any and all claims, suits, actions, judgments, demands, losses, costs, attorney's fees, expenses, damages and liability to the extent caused by, resulting from, or arising out of the intentional acts, negligent acts, errors, omissions, or allegations thereof, of their employees, agents, volunteers, or representatives in the performance of the terms of this District Agreement, to the extent allowed by law.

By entering into this District Agreement, none of the parties has waived any governmental immunity or limitation of damages which may be extended to them by

operation of law. This agreement is by and between the parties which have executed it and each states that it is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other person or entity. This District Agreement is not intended to confer third-party beneficiary status on any person. It is expressly understood that the services provided hereunder are deemed for public and governmental purposes and all privileges and immunities from liability enjoyed by municipalities shall extend to their participation hereunder and to the activities so undertaken to the fullest extent provided by law.

### **GENERAL PROVISIONS**

19. This District Agreement shall not affect any pre-existing, independent relationship(s) or obligations between the parties on any other subject or between the parties and any other third party or parties, including without limitation, “mutual aid” agreements.

20. None of the parties hereto shall be responsible for delays or failures in performance from acts beyond the reasonable control of such party (e.g., riot or institutional disturbance, natural or man-made disaster).

21. Notices.

All correspondence or other notice related to this District Agreement shall be in writing and delivered to each Participating Community to the address and contact person provided from time to time by each Participating Community. Each party hereto authorizes the other to rely in connection with their respective rights and obligations under the District Agreement upon approval by the party so designated or any person designated in substitution or addition hereto by notice, in writing, to the party so relying.

22. Amendments.

Amendments to this District Agreement shall require a two-thirds majority vote of the all of the members of the Administration Board except as may be otherwise provided by applicable law. All amendments shall be in writing and shall be executed by the Chief Administrative Officer of each Participating Community. The addition of any other community as a participating member of the Dispatch District shall require an amendment to the District Agreement.

23. Execution in Counterparts.

This District Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

24. Binding Effect.

This District Agreement shall be binding upon and shall inure to the benefit of each party and its successors and permitted assigns.

25. Governing Law.

This District Agreement has been executed and delivered in, and shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this District Agreement.

26. Choice of Forum.

Any legal proceeding brought by an employee of the Dispatch District or any party hereto may be brought in a court with proper jurisdiction in either Middlesex County or Worcester County.

27. Relationship of Parties.

None of the provisions of this District Agreement is intended to create any relationship between the parties other than that of independent parties contracting with each other for the purpose of effecting the provisions of this District Agreement. The parties are not, and shall not be construed to be in a relationship of joint venture partnership or employer-employee.

28. Waiver.

No delay or failure to require performance of any provisions of this District Agreement shall constitute a waiver of the provision as to that or any other instance. Any waiver granted by a party must be in writing.

29. Entire Agreement.

This District Agreement represents the entire agreement of the parties and supersedes any previous agreements between the parties relating to the same subject matter including without limitation, the IMA, as is explicitly set forth herein.

(The remainder of this page is intentionally left blank. Signature pages follow.)

IN WITNESS WHEREOF this District Agreement is executed in the name of each named party by a duly authorized officer of such party as of the date written above.

**MASSACHUSETTS DEVELOPMENT FINANCE AGENCY**

BY:

\_\_\_\_\_, duly authorized

Name:

Title:

Date:

**TOWN OF HARVARD**

BY:

\_\_\_\_\_, duly authorized.

Name:

Title:

Date:

**TOWN OF LANCASTER**

BY:

\_\_\_\_\_, duly authorized.

Name:

Title:

Date:

**TOWN OF LUNENBURG**

BY:

\_\_\_\_\_, duly authorized.

Name:

Title:

Date:

**TOWN OF BERLIN**

BY:

\_\_\_\_\_, duly authorized.

Name:

Title:

Date:



**TOWN OF BOLTON**

BY:

\_\_\_\_\_, duly authorized.

Name:

Title:

Date:



The Trustees  
200 High Street  
Boston, MA 02210

January 13, 2023

**BY FEDERAL EXPRESS**

Select Board – Town of Harvard  
Town Hall  
13 Ayer Road  
Harvard, MA 01451  
Attn: Julie Doucet

Re: Application for Amendment to Change Officers/Directors for Liquor License for Fruitlands Museum

Dear Select Board:

Enclosed please find the following documents to support our application for amending the liquor license for Fruitlands Museum.

1. Payment receipt for filing fees
2. Change of Officers/Directors Application
3. Corporate Vote form
4. Applicant's Statement form
5. Certificate of Good Standing
6. DUA Certificate of Compliance
7. Articles of Organization

My understanding is that the ABCC no longer requires individual CORI applications for non-profit officers and directors.

Kindly schedule this matter before your Board for the next available meeting.

Thank you for your attention to this matter, and please feel free to contact me if you have any questions.

Sincerely,

Laurie Lee

The Trustees  
Director of Enterprise Partnerships  
[lee@thetrustees.org](mailto:lee@thetrustees.org)  
508.942.4529



**Select Board Minutes**  
**Thursday, January 5, 2023**  
**10:00am**

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:**

Rich Maiore, Erin McBee, Kara Minar, Don Ludwig, Charles Oliver

**Town Department attendees:**

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

**Additional participants:**

Frank Carlson

**Liquor License Hearing - Carlson Orchards – Farmer Series Pouring License**

Chair Rich Maiore opened the hearing by outlining the hearing format. He invited the license holder to speak first.

Owner Frank Carlson stated they are seeking renewal with no changes.

Executive Assistant Julie Doucet confirmed the Select Board office did not receive any comments related to the license renewal.

Charles Oliver asked if there have been any issues/concerns the board should be aware of. Doucet confirmed the public safety department was consulted on the renewal and there have been no formal complaints filed in the past year.

**Public comment**

Kerri Green, Oak Hill Road, asked if the newer Select Board members are aware of the arrangement the orchard owners have for their cider production.

Don Ludwig is aware the cider is not produced on the property. He is not clear where the manufacturing of the cider is done has any relevance on the pouring license.

Kerri Green spoke about another entity outside of the orchard owners that have a vested interest in the license. She mentioned New England Apple products. She has never heard an open discussion about this arrangement and believes it is concerning the cider product is not actually being produced in Harvard.

Charles Oliver said he is also aware of this arrangement and understands it is allowable by law.

Town Administrator Tim Bragan explained the pouring license is reviewed/approved by the state and the state issues the farmer winery license each year to Carlson Orchards. They are operating within the law.

Kerri Green said she is not accusing anyone of breaking the law. Her concern is more about the residential neighborhood the orchard is located in and the idea another entity now has a vested interest is unsettling for her. She also mentioned the inconvenience of the roadway being closed to accommodate operations are Carlson Orchards.

Chair Rich Maiore recognizes the uniqueness of this business model in a neighborhood however legally they are allowed to do what they are doing.

**Public comment in favor**

Beth Williams, Granite View Lane, supports renewal of the license for Carlson Orchards as a long-standing farm in town that provides a nice space for people to enjoy. In relation to comments made by Ms. Green about the road being closed she said it has nothing to do with this license.

Bev Rodrigues, Old Littleton Road, is supportive of all farms and what they need to do to maintain their beautiful properties as an integral part of our town. She has witnessed how the Carlson family has evolved over the years to continue farming and believes they should be supported as much as possible. As a neighbor she has no issue with the activities there.

**Public in opposition**

Kerri Green, Oak Hill Road, appreciates public comments made in support of farming however this is not a farming issue. As an abutting farm she said the operations during the pick your own season must be revisited as the roadway is basically closed for two months. She does not feel this is a long-term solution and will need to be readdressed. She continues to have people visiting Carlson orchards trespass on her property. Green said if they were to sell their property it is not a great selling feature that the roadway is shut down for two months of the year. She believes the town needs to think more long term. Green advocated for keeping the annual renewal hearing for Carlson Orchards in their license conditions.

Rich Maiore is aware the current traffic plan needs to be better and not a good long-term solution. He understands this is a neighborhood and plans to meet again before the fall to discuss options.

Chris Green, Oak Hill Road, also spoke about the inconvenience of the road closure. In addition, he does not appreciate the pouring license going beyond farming hours especially if there is entertainment. He spoke about the proposed agricultural overlay district without any guardrails. He still does not understand how the patio/food trucks can be allowed. Green also noted the various changes over the years requested by Carlson Orchards. He is concerned this property will turn in to the Tweeter Center.

Chair Rich Maiore hears the frustration being expressed but noted this hearing is specific to the pouring license. In terms of overall operations within the neighborhood he understands traffic is ancillary to what is being offered at the orchard.

Public comment was closed.

**Select Board deliberation**

Kara Minar said based on the current license conditions, no issues with public safety, due diligence with legal counsel she is not sure what grounds the board would have to deny this license. She understands the challenges in respect to managing traffic and is committed to following through on that. She suspects much of the traffic is related to fruit picking and not the cider barn itself.

Erin McBee suggested the board discuss possibly removing the Carlson Orchards license condition to require a hearing for renewal.

Charles Oliver supports elimination of condition #14. He said it is reasonable to consider based on the track record thus far.

Don Ludwig wants to encourage agricultural businesses/farms the ability to seek alternative revenue sources. He agrees this condition may not be necessary based on the past few years.

Kara Minar initially made a motion to approve the license but withdraw it allowing the board to include revision of the license conditions, if any.

Maiore asked if any other conditions need to be addressed.

Erin McBee agreed the condition requiring a hearing for Carlson's could be removed. She noted each year renewals are done at a public meeting that this extra requirement every year may no longer necessary. She too agrees traffic is an ongoing issue to resolve. McBee also noted member of the public always have the opportunity to provide input regardless of a hearing.

By a roll call vote, Oliver – aye, McBee – aye, Ludwig – aye, Minar – aye, Maiore – aye, the board voted unanimously to approve license renewals and amend conditions by striking condition #14.

The hearing was closed at 10:45am.

Town Administrator Tim Bragan made a brief announcement the Special Town meeting will be held on Monday, February 13<sup>th</sup> at 7pm. Location to be determined.

The meeting was adjourned at 10:50am.



**Select Board Minutes**  
**Tuesday, January 17, 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:**

Rich Maiore, Erin McBee, Kara Minar, Don Ludwig, Charles Oliver

**Town Department attendees:**

Assistant Town Administrator Marie Sobalvarro, Executive Assistant Julie Doucet, Police Chief James Babu, Officer Edward Coffin, Town Clerk Lynn Kelly

**Additional participants:**

Commission on Disabilities Davida Bagatelle & Toni Spacciapoli

**Introduction of Police Officer Edward Coffin**

Police Chief James Babu introduced Edward Coffin as the newest member of the Harvard Police Department. Chief Babu said Coffin has been a reserve officer for the town since 2014 and has worked part time in neighboring communities. Coffin has taken the necessary steps to earn certification. Coffin thanked Babu for the opportunity. The board members welcomed and congratulated Coffin on his full time employment with the town.

**Commission on Disabilities (CoD) update on the town's self-evaluation & transition plan**

Assistant Town Administrator Marie Sobalvarro reported the Commission on Disabilities secured funding from capital to have the town's self-evaluation plan completed. CoD members Davida Bagatelle and Toni Spacciapoli were present. Bagatelle spoke about the process to have the plan completed. She said Michael Kennedy and James M. Mazik from the Center for Living & Working prepared the plan and will attend the February 7<sup>th</sup> meeting of the Select Board to review it in more detail. She asked the board members to review the plan and share any questions they may have with them directly. Spacciapoli explained this is a working document and encouraged town departments to review. She said the consultants will explained the instructions to mobility and provide guidance for the action items. Bagatelle said the full plan has been posted to the town website and an announcement of the plan will run in the Harvard Press.

**Town Clerk Election Items**

Town Clerk Lynn Kelly came with a few requests in preparation for the 2023 elections.

- 1) Town Caucus or nomination papers; the board decided on nomination papers
- 2) Vote by mail; the board decided to allow vote by mail
- 3) Set hours for the town election; the board decided 8am to 8pm
- 4) Chief Babu will be the appointing authority to assign officers for 2023 elections

**Public Communication**

James O'Leary, Harvard Youth Baseball/Softball, thanked the Select Board for their efforts on athletic fields in town and for including the HYBSA in their plans. He offered assistance if there is anything the organization can do to help with this endeavor.

## **Minutes**

By a roll call vote, McBee – aye, Ludwig – aye, Oliver – aye, Maiore – aye, the board voted unanimously to approve minutes from 12/20 & 1/3, as presented.

## **Staff Report/Updates (Attachment A)**

### **Committee/Board resignations**

The Select Board recognized the resignations of Chuck Christensen from the Elm Commission and Robert Traver from the Agricultural Advisory Commission. Executive Assistant Julie Doucet will send thank you letters for their service.

### **Letter to legislators requesting a meeting concerning matters related to Devens**

The Select Board members made a slight change to the letter. Chair Rich Maiore will endorse letter.

### **Special Town Meeting Warrant**

The draft warrant contains five articles for the meeting that will be held on Monday, February 13<sup>th</sup> at 7pm in the Cronin Auditorium. Assistant Town Administrator Marie Sobalvarro indicated article 5 will be removed as the citizen has withdrawn the petition.

Charles Oliver suggested moving article 4 on the CPA up to article 2. The other members agreed. Erin McBee asked if the map of the town center overlay district would require a separate warrant article. She was able to view a previous warrant and determined the map itself was not necessary to include.

By a roll call vote, Oliver – aye, McBee – aye, Ludwig – aye, Maiore – aye, the board voted unanimously to approve and close the Special Town Meeting warrant for February 13, 2023 at 7pm.

### **Select Board Reports**

Charles Oliver reported the Bare Hill Pond Committee Chair Bruce Leicher is concerned about the requested increase for their budget. He noted it is higher due to electricity costs to operate and repair the pump.

Rich Maiore said local developer Lou Russo will attend the February 7<sup>th</sup> meeting with a development proposal.

Maiore has been invited along with Select Board chairs from Ayer, Shirley and the Devens Committee to meet with MassDevelopments President/CEO Dan Rivera and Meg Deloria.

Maiore reported the Conservation and Park & Recreation Commissions discussed hiring an environment engineer to assist with the athletic field assessment.

The meeting was adjourned at 8:30pm unanimous.

### **Documents referenced:**

ADA self-evaluation & transition plan – dated Dec 2022

Town Clerk material – dated June 2022

Resignation letters: Christensen dated 12.23.2022 & Traver dated 1.4.2023

Draft letter to legislators – dated Dec 2022

Draft STM warrant – dated 1.17.2023