



**SELECT BOARD  
AGENDA  
Tuesday, April 2, 2024  
7:00pm**

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

Pursuant to Chapter 2 of the Acts of 2023, An Act Making Appropriations for the Fiscal Year 2023 to Provide for Supplementing Certain Existing Appropriations and for Certain Other Activities and Projects, and signed into law on March 29, 2023, this meeting will be conducted via remote participation. Interested individuals can listen in and participate by phone and/or online by following the link and phone number below.

UpperTH ProWebinar is inviting you to a scheduled Zoom meeting.

Topic: Select Board

Time: Apr 2, 2024 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85186979412?pwd=VWZCcUwzVEIGOVoxUXh4S1FlanZQQT09>

Meeting ID: 851 8697 9412

Passcode: 904581

One tap mobile

+13017158592,,85186979412# US (Washington DC)

+13052241968,,85186979412# US

Dial by your location

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**AGENDA ITEMS**

- 1) Call meeting to order – Chair Rich Maiore
- 2) Meet with the 4<sup>th</sup> of July Committee to review their draft instructions for the parade (7:00)
- 3) Approve minutes 3/5 (7:15)
- 4) Public Communication (7:20)
- 5) Staff Report/Updates (7:25)
- 6) Action/Discussion Items: (7:35)
  - a) Vote on Citizens Petition at Town Meeting
  - b) Appoint Bromfield student, Savannah Senykoff to the Energy Advisory Committee
  - c) Discuss and vote on revised Town Administrator job description
  - d) Recognize resignation of Ira Okene from the Council on Aging
  - e) Act on Water Supply Interconnection Agreement with Devens
  - f) Act on use of funds for the Town-wide clean up
  - g) Review and vote on letter regarding the Governors economic development bill that will impact Devens
  - h) **Vote to issue the on-premise wine/malt license to 204 Lanes**
- 7) Select Board Reports

**Next Regular Select Board Meeting  
Tuesday, April 30, 2024  
7:00pm**

# JULY 4th Parade

## Parade Participant's Instructions, Rules and Code of Conduct

Please work with us to keep the parade as enjoyable as possible for everyone and to keep the parade true to its original intent – to allow the entire town to participate in an event that celebrates the founding of our country.

### DRIVERS

Motor vehicle operators driving in the parade must hold a valid operator's license and insurance.

### PARADE ROUTE

The parade starts at Depot Road at Hillside Garage, continues up to town hall, down Ayer Road, continues along Mass Ave and ends at the library.

While the parade is in progress be mindful of the other floats in the parade. Keep moving at a slow speed so as to allow walkers time to proceed. Those wishing to dispense candy along the route please be aware of small children dashing out onto the roadway to grab the candy. Throwing candy gently or handing it to small children ensures that all are safe.

### PARADE DROP OFF

Participants in the parade can be dropped off at Depot Road across from Hillside Garage and can walk down Depot Road to join their float. **Parking is not allowed at the garage.** Participants can also join at the other end of Depot Road, Under Pin Hill Road. Since parade floats will be parked on Depot Road, cars will not be allowed to transit the road near where the floats are being prepared due to safety concerns. Plan on turning around toward Under Pin Hill after you drop off participants.

## PARADE LINEUP

Participants can move floats into position at 10:00. Decorating of floats can begin at this time. The parade will be called to start at 11:00. All participants should be on the floats or if walking, beside the floats.

## ANTIQUUE CARS

Antique cars will be stationed at the town hall and will join the parade there as it is progressing.

## CHILDREN

Parents/guardians are responsible for the safety of their children. Those walking in the parade must be under the supervision and direction of a responsible adult at all times. All entries, in which children are to be a part, are to be made by an adult, who assumes, by virtue of placing the entry, full responsibility for the safety and action of the children participating in their event.

## DECORATIONS AND SIGNS

Parade entries may have decorations of any size. This could include large banners or signs. Each entry may have at most two signs.

## SAFETY

Parade participants will not engage in behavior that unreasonably endangers the safety of any person at the event. This includes riding or clinging to a parade unit in a manner likely to cause injury. Riders should have the ability to sit in a safe place on the float or hold onto a secure structure on the float.

For safety reasons, alcoholic beverages are not allowed to be consumed at any time by parade entries during the parade.

All unmanned aerial systems or vehicles, drones or other flying devices are strictly prohibited during the parade.

## GENERAL RULES & CODES OF CONDUCT

The town of Harvard and the 4<sup>th</sup> of July Committee reserves the right to refuse an entry into the parade if in its sole judgement, it determines that the entry is

controversial, unlawful, obscene, vulgar, defamatory, offensive to local community standards, or otherwise considered to be inconsistent with the standards, theme, quality or purpose of the parade. Entrants who are denied entry may appeal the decision to the Select Board and Town administrator.

Entries whose sole purpose is to advocate for a particular candidate, political party or religious belief must do so in a positive manner which would not disparage any other entry, political party, candidate or religious belief.

Participants are responsible for maintaining order and responding to any order by parade officials or law enforcement personnel relating to their entry. Failure to comply will eliminate participation of the entry. Parade entries agree to abide by all rules, instructions and decisions made by parade officials or law enforcement personnel. Failure to abide by rules, instructions and decisions are grounds for removal from the parade.

#### PARADE END INSTRUCTIONS

The parade will be ending at the library field. All participants will disband at this point. Floats will be disassembled here and can leave the area. Parents of children in the parade can pick up their children and proceed to the July 4<sup>th</sup> events area in front of the library.

#### CANCELLATIONS

If you must cancel your float entry, please alert Pam Marston 508-331-2589.

#### WEATHER POLICY

This is a rain or shine event, unless severe inclement weather rolls in. You will be notified via email, phone call or text, if necessary, in the event of a cancellation. Check our website or Facebook for cancellations. Every effort will be made to put on the event except in the case of severe weather.



**Select Board Minutes**  
**Tuesday, March 5, 2024**  
**7:00pm**

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

**Select Board participants:**

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

**Town Department participants:**

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

**Additional participants:**

Planning Board Chair Richard Cabelus, Terry Symula, Historic Commission Chair George Triantaris, Pete Jackson

**MBTA multifamily zoning article**

Planning Board Chair Richard Cabelus gave an overview of the process the board has taken to identify a potential site for the housing requirement under Section 3A of the Zoning Act. He reported the 8-acre parcel located across from Dunkin Donuts on Ayer Road as the optimal location for this type of development. Cabelus explained this zoning allows for as of right multi-family housing however a special permit issued by the Planning Board will be required. He explained including a mixed-use component is appropriate to support active public space that provides equal access to housing, jobs, gathering spaces, recreational opportunities, goods, and services with reasonable proximity to a transit station. SB liaison to the Planning Board Erin McBee commended the board's efforts especially for their inclusion of affordable units. The Planning Board expects this type of project could help the commercial district be more economically viable. Cabelus said the Planning Board understands this type of top-down legislation is difficult thus why the special permit process is required. This will allow input during the site plan review. Cabelus said the Planning Board has brainstormed various ideas to educate the public prior to the town meeting.

**Update on the Bromfield House**

Rich Maiore learned of a recent development related to the Bromfield House. He reported the town was notified by the Department of Public Health that lead paint has been detected in the building. He said remediation will be necessary and during that time occupants must vacate the building.

**Discuss future of the Bromfield House with the Neighborhood Support Team**

Resident Terry Symula, Harvard Neighborhood Support Team, gave an overview of their efforts over the past two years helping the Afghanistan families living in the Bromfield House. She was made aware of the lead paint after an infant living in the home tested high for lead. She reported the Department of Public Health visited the house. Symula said their efforts to find other housing was made more difficult due to the housing crisis Massachusetts is currently facing.

Rich Maiore turned the discussion to the long-term plan for the building and how to achieve permanent housing for the families currently living there. Erin McBee has been working together with the Municipal Affordable Housing Trust Chair Arielle Jennings and state agencies to investigate how the property could remain housing for these families once sold. The board members discussed remediation requirements due to the lead paint, the need for feedback from the School Department and the Library Trustees.

Historical Commission Chair George Triantaris spoke briefly to confirm any demolition of a property in the historic district requires approval.

Bromfield Trustee Pete Jackson expects any changes to the original agreement will again require approval from the court. While the town remains owners of the building the only allowable use is for educational purposes. The town would again need to ask for relief for noncompliant use.

The Select Board members decided to vote on extending the lease. Erin made a motion seconded by Kara Minar to extend the lease to July 1, 2024. By a roll call vote, McBee – aye, Minar – aye, Ludwig – aye, Oliver – aye, Maiore – aye, the board voted unanimously in favor of extending the lease until June 30, 2025.

### **Public Communication**

Resident Ben Myers read a letter submitted to the Select Board members encouraging an open search process for the Town Administrator position. (Attachment A)

Jason Cole, Warren Ave, submitted the citizens petition on the Bromfield House. He explained his reasoning for doing this was for the town to revisit the future of this property. He mentioned all the improvements that have been done at the Bromfield House to accommodate the families living there and the positive impact this effort has had on the community.

### **Minutes**

By a roll call vote, Minar – aye, McBee – aye, Ludwig – aye, Oliver – aye, Maiore – aye, the board voted unanimously to approve the minutes of 1/23, 2/6 & 2/20, as amended.

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

#### **Discuss DPW project outreach**

Assistant Town Administrator Marie Sobalvarro asked how the town administration office could assist with outreach to the public on this project. Maiore offered to write a one pager for discussion at the League of Women Voters Candidates Night. He mentioned sharing the design plans on Next Door Harvard and an open house for members of the public to enter the building. Kara Minar questioned if the project should be put on hold until we know more about the possible expansion of the landfill perimeter. Charles Oliver was satisfied with the explanation on this by Permanent Building Committee Chair Pablo Carbonell and cautions waiting will only increase costs.

#### **Request for use of ARPA funds**

Finance Director Jared Mullane began with the current balance of the ARPA funds and outlined projects these funds have been used for. Assistant Town Administrator Marie Sobalvarro reported the water project is moving forward however an unexpected cost has come up. CSX (railroad) has an easement license fee of \$60,692. We are working to try and have it reduced. It is a one-time fee that would be a good use of ARPA funds.

Town Administrator Tim Bragan added three additional projects that would also warrant the use of ARPA funds; new Bare Hill pump with back up motor/electronics (VFB \$39,800), pond weed vacuuming necessary for swimming area (\$45,000) and Ayer Road project layouts for intersecting roads (\$75,000).

Don Ludwig made a motion seconded by Kara Minar to approve use of ARPA funds for two pond items, CSX licensing fee and \$75,000 for the Ayer Road project, total of \$260,000 and empower Tim Bragan to negotiate down CSX invoice. By a roll call vote, McBee – aye, Minar – aye, Ludwig – aye, Oliver – aye, Maiore – aye, the board voted unanimously in favor of the motion.

### **Update on FY24 financial picture**

With four months left until year end, Rich Maiore asked Finance Director Jard Mullane to provide an update. Mullane reported local receipts are on track. He anticipates four reserve fund transfers to include Park & Recreation, holiday lights, snow & ice, and school department legal settlement. He expects the MSBA to finalize the necessary paperwork to close out the HES project. Rich Maiore inquired further about the school department settlement. Mullane said this is an unexpected cost that may have been lessened if the town insurance company had been involved earlier in the process. Kara Minar asked Mullane why the tax taking process was not further along. He said this will be a multi-year effort.

### **Town Meeting Warrant**

By a roll call vote, McBee – aye, Minar – aye, Ludwig – aye, Oliver – aye, Maiore – aye, the board voted unanimously to close the ATM warrant.

### **Discuss Town Administrator retirement and next steps**

Rich Maiore contacted resident Paul Cohen for some insight. Cohen served as Town Administrator for Harvard and is now employed by the Town of Chelmsford. The standard options are to either hire an executive recruitment firm or create a search committee to facilitate the same process internally. All agreed community input is essential. Interviews will be conducted in executive session. Kara Minar spoke about the value hiring an independent search firm could add to the credibility of the process. Don Ludwig supposed having a professional company to facilitate the process would be fine however he does think it can be done internally as well. The board asked Tim Bragan to provide them will costs and names of possible firms. They will decide to either hire a recruiting firm or handle the process internally at their meeting in two weeks.

The meeting was adjourned at 9:30pm

### **Documents referenced:**

Letter from School Dept – dated 2.27.2024

DPW schematic design info – dated 2.9.2024

TEC amendment 4 – dated 2.14.2024

CSX invoice – dated 2.28.2024

Applewood Controls quote – dated 2.1.20204

ATM warrant – draft 9

Town Administrator memo – dated 2.29.2024

**From:** Brian Smith <[briansmithnetwork@gmail.com](mailto:briansmithnetwork@gmail.com)>

**Sent:** Tuesday, February 13, 2024 10:17 PM

**To:** Julie Doucet <[jdoucet@harvard-ma.gov](mailto:jdoucet@harvard-ma.gov)>

**Cc:** Ellen Sachs Leicher <[esachsleicher01451@gmail.com](mailto:esachsleicher01451@gmail.com)>; Savannah Senykoff <[25ssenykoff@psharvard.org](mailto:25ssenykoff@psharvard.org)>; Kara Minar <[kminar01451@gmail.com](mailto:kminar01451@gmail.com)>

**Subject:** HEAC Student Member Appointment

Julie,

At our last HEAC meeting on Jan 10, we voted to recommend that a Bromfield student, Savannah Senykoff, be appointed as a student member of HEAC and fill the open position. Attached are the draft minutes of the meeting documenting the vote.

Can you present this to the Select Board and advise if there is any action required by us or Savannah?

Brian Smith HEAC



**Position Purpose:**

As the Chief Administrative Officer, the Town Administrator, under the direction of the Select Board, administers and supervises all phases of the Board's responsibilities. Provides day-to-day administrative coordination and direction to department heads under the jurisdiction of the Select Board, including the Inspectors, Fire and Police Chiefs, the Highway Superintendent, and Animal Control Officer as well as to all boards and commissions that report to the Select Board. Serves as the Select Board's liaison to other Town departments and boards, coordinating activities involving more than one department and following up with all departments on issues requested by the Select Board members. Interfaces with Mass Development and other Town Administrators in Ayer and Shirley on matters regarding Devens. Performs all other related work as required.

**Essential Functions:**

*(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)*

**ADMINISTRATIVE**

- Management of the Office of Select Board, other departments under the control of the Select Board, and the establishment of effective working relationships with all Town boards, departments, commission, and committees. Communicates Select Board policy to all departments and staff under the control of the Select Board.
- Exercises direct supervision of employees of the Select Board office and provides general supervision to department heads under the control of the Select Board. Department heads and other employees report to the Select Board through the Town Administrator. Coordinates and participates in the evaluation of performance and goal setting for department heads identified in the summary above.
- Administers the Select Board's office by receiving and making appropriate disposition of all correspondence and communications; makes all procedural and substantive preparation for the meetings of the Select Board, anticipates needs of the Select Board for information and background material for setting policy and making decisions by the board. Ascertains that all decisions of the board are carried out.
- Prepares the agenda for meetings of the Select Board, bringing before them all matters requiring their attention; attends all Select Board meetings, prepares and discusses recommendations and alternatives for their decisions.
- Informs the Select Board and other appropriate boards/committees, of all relevant statutory and regulatory changes.
- Works with the Select Board to develop long range goals and objectives for the Town. Assists the Board in preparing and reviewing a Community Action Statement. Keeps the Select Board fully informed on the long-range needs of the Town and shall provide the Select Board with data to support suggested alternative courses of action. Coordinates the compilation of the Capital Program and works with the Select Board, Capital Planning and Investment Committee, Finance Committee and Finance Director in developing the action program.
- Initiates timely and appropriate municipal responses to citizen inquiries and correspondence. Hears and investigates citizen and other complaints, and makes appropriate reports to the Select Board.
- Works with Town boards and commissions in an advisory capacity, provides reports on various Town projects, and works with regional and state agencies on projects involving the Town.
- Prepares Town warrants and materials necessary for Town Meeting(s). Provides assistance to the Finance Committee in preparing their report for Town Meeting.

## TOWN ADMINISTRATOR

HARVARD, MA

- Prepares applications for grants, administers grants received, works with appropriate state and private officials on projects and reports necessary information to Select Board.
- Administers procedures for license and permits issues by the Select Board.
- Ensures that projects and programs are effectively coordinated by following the projects and programs, ensuring that communications are maintained amongst officials and employees involved, and reporting to the Select Board on problems encountered.
- May be appointed by the Select Board, or with its approval, by any other Town officer, board, committee, or commission, to serve on other Town, County, or State boards/committees.
- Attends professional meetings and otherwise keeps abreast of modern developments in municipal government, and makes appropriate report to the Select Board. Works with federal, state and other local officials in furthering the best interests of the Town.
- Monitors the work of contractors and consultants hired under the Select Board's jurisdiction.
- Provides assistance to individual members of the Select Board as needed.
- 

## HUMAN RESOURCES

- ~~Supervises the Town's Assistant Town Administrator/HR Administrator~~ <sup>Director</sup>
- Coordinate staff matters for the Town under the direction of the Select Board. Acts as Staff Administrator.
- Coordinates interviewing of and review of applicants for key administrative positions.
- Administers the system of performance evaluation of those staff defined as Select Board's management staff.
- Participates as a member and/or Chief Negotiator of the Management Collective Bargaining Team.
- Provides final approval for all insurance policies and practices, workers compensation and property and liability insurance policies for purchase by the Town.
- Serves as Chairman of the Employee Insurance Committee.
- Serves as secondary contact for the Town's Affirmative Action Officer and ensures compliance with all Federal and State Regulations. Prepares and updates the Town's Affirmative Action Plan.
- Acts as the Town's Coordinator for ADA and ensures compliance with all Federal and State regulations. Prepares and updates the Town's ADA Plan.

## FINANCIAL

- Working with the Finance Director/Finance Committee and on behalf of the Select Board, coordinates operating and budget preparation for all departments of the Town.
- Prepares and implements the operating budgets for the Select Board office.
- Reviews and makes recommendations to the Select Board on all budget requests of departments reporting to the Board.
- Serves as the Select Board's representative with the Finance Committee.
- Responsible to monitor and report actual expenditures during the year to the Select Board.

## LEGAL

- Implements the requirements of the General Laws of the Commonwealth, Town Bylaws, and approved policies of Town boards, commissions, and committees as required.

- Organizes proposed Warrant Articles for Town Meeting(s). Conducts Warrant Article research as requested by the Board. Attends Town Meeting(s) and provides information to the Select Board, Town Counsel and other individuals.
- Maintains and reports various boards and committees' status of any legal issue.
- Works closely with Town Counsel in the preparation of legal research.

#### MISCELLANEOUS

- Maintains an inventory of Town buildings and property.
- Directs the management of facilities and equipment under the jurisdiction of the Select Board. Acts as liaison with public utility companies.

#### **Recommended Minimum Qualifications:**

##### Education, Training and Experience:

Bachelor's Degree in Public Administration or Business Administration; a Master's Degree in Public Administration or equivalent is highly preferred. Five to seven (5-7) years of related administrative experience preferably in a municipal setting

##### Knowledge, Ability and Skill:

*Knowledge:* Advanced working knowledge of municipal finance, budgets, HR policies and practices, collective bargaining, State and Federal agencies (as related to municipal government), State and Federal Laws, and Town Bylaws. Also required are: the ability to analyze a variety of administrative problems to make sound recommendations as to their solution, and to implement policy decisions; ability to establish and maintain good working relationships and to represent the Town appropriately and effectively. Good supervisory and organizational ability should be accompanied by excellent verbal and writing skills, including a talent for clear, concise, accurate expression. A knowledge of successful grant procurement, administration and computerization. Thorough knowledge of office procedures, practices and terminology. Knowledge of Massachusetts General Law, Open Meeting Law, and rules and regulations as dictated by the Attorney General's Office and the Department of Revenue. Thorough knowledge of department operations. Working knowledge of procurement, Human Resources, State/Federal Laws, Knowledge of office equipment and the operation of computer software applications, particularly word processing, spreadsheet, database, email and internet.

*Ability:* Ability to communicate effectively verbally and in writing. Ability to work independently. Ability to give presentations. Ability to exercise a high degree of diplomacy and judgment. Ability to implement policy directives. Ability to work with all levels of the organization, i.e., appointed and elected boards, department heads, and front-line staff, as well as legal counsel, union representatives, consultants, community and business leaders and the general public. These contacts involve a wide variety of complex Town issues; contacts require considerable judgment; persuasion; strategy; patience; courtesy and discretion and the ability to handle sensitive and confidential information in a professional manner. Ability to identify goals and objectives and organize workload. Ability to prepare, manage and review budgets. Ability to administer and interpret regulations, policies and procedures firmly, tactfully and impartially. Ability to multi-task effectively and work within time lines. Ability to respond with tact and courtesy when dealing with the public. Ability to maintain records and prioritize tasks.

*Skill:* Excellent organizational skills and interpersonal skills. Excellent communication skills in dealing with all levels of staff. Excellent presentation skills. Skills in operating computers and

utilizing appropriate software applications to include database and spreadsheet applications. Excellent organizational skills. Skill in all of the above listed tools and equipment.

**Physical Requirements:**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

The employee is required to: interact and communicate frequently with the public, government officials, other staff members and boards, and/or third parties transacting business with the Town; operate standard office equipment including computers and keyboards, at efficient speed; and move throughout the municipal office. Lifts/moves objects weighing up to 10 pounds.

**Supervision:**

*Supervision Scope:* Performs varied and responsible duties requiring a thorough knowledge of departmental operations and the exercise of considerable judgment to independently complete assigned tasks, and to analyze the facts or circumstances surrounding individual problems in situations not clearly defined by precedent or established procedures.

*Supervision Received:* Work is performed under the general direction of the Select Board and is performed independently requesting assistance with unusual situations which do not have clear precedents.

*Supervision Given:* Provides day-to-day administrative coordination and direction to department heads under the jurisdiction of the Select Board, including the Inspectors, Animal Control Officer, Fire and Police Chiefs, Highway Superintendent, Finance Director, Assistant Town Administrator, as well as to all boards and commissions that report to the Select Board. Serves as the Select Board's liaison to other Town departments and boards, coordinating activities involving more than one department and following up with all departments on issues requested by the Select Board.

**Job Environment:**

- A majority of work is performed under typical municipal office conditions; noise level is moderate. A small percentage of work might occur at off-site meetings in conference rooms or meeting spaces.
- Regularly operates computers and peripherals, telephone, copier, facsimile machine and other standard office equipment.
- Makes frequent contacts with town departments, town employees, officials, vendors, contractors and the general public. Contacts are in person, in writing, and by telephone and usually involve the provision of information of a technical or factual nature to the public or interested parties.
- Performs varied and responsible departmental functions requiring independent judgment to ensure compliance with applicable laws, rules, regulations or compliance to departmental policies, procedures and methods.
- Has access to department-related and confidential information.
- Errors could result in significant confusion and delay, loss of department services, possible adverse public relations and have financial repercussions.

*This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.*

**From:** Ira Ockene <iraockene@gmail.com>

**Sent:** Monday, March 18, 2024 6:43 PM

**To:** Debbie Thompson <dthompson@harvard-ma.gov>

**Subject:** resignation

Dear Debbie,

I understand that tomorrow at the COA board meeting there will be a goodbye for me. That's fine. My term is over. I enjoyed being on the board.

Sincerely,  
Ira Ockene

INTERMUNICIPAL  
AGREEMENT FOR  
WATER SUPPLY INTERCONNECTION

BETWEEN

TOWN OF HARVARD, MASSACHUSETTS AND

MASSACHUSETTS DEVELOPMENT FINANCE AGENCY, as owner of the  
DEVENS WATER UTILITY

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, and executed in duplicate (each executed copy constituting an original) between the Town of Harvard (hereinafter "Harvard") and Massachusetts Development Finance Agency as the owner of the Devens Water Utility (hereinafter "Devens" or "MassDevelopment").

WHEREAS, pursuant to Chapter 498 of the Acts of 1993 (as amended) ("Chapter 498"), MassDevelopment is the public entity designated as the exclusive public agency or instrumentality authorized and empowered to maintain, operate, administer, manage and oversee the redevelopment of Devens Regional Enterprise Zone; and

WHEREAS, pursuant to Section 12(f) of Chapter 498, MassDevelopment may take any actions authorized by chapter forty of the General Laws necessary to supply water to Devens, including the establishment of a water supply or water distribution system, and to maintain and operate the same, provided that the towns of Ayer, Harvard and Shirley, or any of them, at its or their own expense, shall be permitted by MassDevelopment to integrate its or their water supply and distribution systems with the water supply and distribution system of Devens, if such capacity exists; and

WHEREAS, the Town of Harvard (PWS ID# is 2125000) and Devens (PWS ID# is 2019001) own and operate regulated community water systems; and

WHEREAS, Harvard has requested that it be permitted to integrate its water supply and distribution system with the Devens water system, and Devens has determined that sufficient capacity exists to permit such integration; and

WHEREAS, Harvard plans to exercise its right under Chapter 498 (as amended) to connect to the Devens water system at Harvard's expense at or in the immediate vicinity of Shiloh Street and Marne Street in Devens, which interconnection is inside the boundaries of the Devens Regional Enterprise Zone); and

WHEREAS, in accordance with the terms of this Agreement and applicable law, Devens will use this interconnection to supply water to Harvard's water system ; and

WHEREAS, there are specific protocols, requirements and responsibilities for the initiation and operation of the interconnection and payments for water; and

WHEREAS, Chapter 498 authorizes the interconnection contemplated by this Agreement, and the parties are further authorized by Sections 4 and 4A of Chapter 40 of the General Laws to enter into an Intermunicipal Agreement for the purpose of facilitating the transfer of water from Devens to the Harvard water system with specific conditions, and subject to authorization by the Harvard Select Board and Devens.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. Term/Purpose/Intent

1.1 The term of this Agreement shall be for a period of twenty-five (25) years from date hereof, unless sooner terminated as herein provided. The parties intend that the parties entering into this Agreement (including any successor governmental entity that may assume control of the Devens Water Utility) are the sole and exclusive beneficiaries of the Agreement. Subject to the terms and limitations of this Agreement and applicable law, Harvard acting through its Select Board, and Devens acting through its Executive Vice President, Devens will maintain and operate a municipal drinking water interconnection for the purposes of providing water supply to Harvard.

1.2 At any time in the five years preceding the termination date as defined in Paragraph 1.1 above, either party may request a renegotiation of the terms of the contract. In the event the parties are unable to reach agreement on new terms in spite of good faith efforts, the contract will continue until agreement is reached on amended terms.

1.3 Notwithstanding any other provision of this Agreement, the parties agree that the expiration of this Agreement does not terminate Harvard's right to connect to and receive water from the Devens water system provided that Harvard's right to connect to and receive water from the Devens water

system remains expressly provided for by law at the time of said expiration.

1.4 This Agreement shall not take effect until it has been authorized by the Harvard Select Board, executed by a duly authorized official of Harvard and executed by an authorized signatory of MassDevelopment.

## 2. Amendments

2.1 No officer, official, agent or employee of Harvard or Devens shall have the power to amend, modify or alter this Agreement or waive any of its provisions or to bind Harvard or Devens by making any promise or representation not contained herein except by an amendment, in writing, executed by both parties hereto in the same manner as this Agreement is executed. Neither party may rely on any conduct, statements, action, inaction or course of conduct of the employees, agents or officers of the other party as having changed, modified or amended this Agreement. Neither party shall be construed as waiving any provision of the Agreement unless the waiver is executed in writing as an amendment to this Agreement. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach. Forbearance or indulgence in any form or manner by either party shall not be construed as waiver of any term or condition hereto nor shall it limit the legal or equitable remedies available to that party.

2.2 Interim reviews or evaluations of the functioning of this Agreement shall be performed by Harvard and Devens every five years or at any time of emergency if agreed to by both parties. Such reviews or evaluations shall, at a minimum, verify that all terms continue to be acceptable to both parties, address any issues relevant to effectuating the purposes of this Agreement that were not known when the Agreement was signed, and otherwise address any unintended consequences of the Agreement. Any modifications to this Agreement shall be executed through written amendment(s) to this Agreement.

## 3.0 Assignment

3.1 This Agreement shall not be assigned or transferred by either party without the express written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the forgoing, the parties hereto specifically agree that should the ownership or authority to operate the Devens Water Utility be transferred by law to a successor governmental entity for Devens, such transfer of ownership or authority to operate shall constitute an effective assignment under this Agreement without further action, unless specifically prohibited by law.

## 4. Hold Harmless/Indemnification



4.1 To the extent permitted by law, Devens hereby agrees to indemnify and save harmless Harvard, or its agents, against any and all liability or claims arising from the acts or omissions of Devens, or its agents or employees, relating to Devens's performance under this Agreement, including, but not limited to, liability deriving from state and federal environmental administrative findings or orders or actions or claims for damages on account of injury to person, or property or the environment caused by any act or omission of Devens, its agents or employees, or any fine, penalties or monetary awards which arise out of Devens facts or omissions under the terms of this Agreement.

4.2 To the extent permitted by law, Harvard hereby agrees to indemnify and save harmless Devens, or its agents, against any and all liability or claims arising from the acts or omissions of Harvard, or its agents or employees, relating to Harvard's performance under this Agreement, including, but not limited to, liability deriving from state and federal environmental administrative findings or orders or actions or claims for damages on account of injury to person, or property or the environment caused by any act or omission of Harvard, its agents or employees, or any fine, penalties or monetary awards which arise out of Harvard's acts or omissions under the terms of this Agreement.

## 5. Force Majeure

5.1 No failure or delay in performance shall be deemed to be a breach of this Agreement when such failure or delay is occasioned by or due to any Act of God, strike, lockout, war, riot, pandemic, epidemic, explosion, sabotage, breakage or accident to machinery or lines or pipe, the binding order of any court or governmental authority, or any other cause whether of the kind herein enumerated or otherwise not within the control of the party against whom a breach is alleged.

## 6. Services to be provided:

6.1. Devens will provide treated (finished) water from the Devens water system to Harvard at the point of interconnection.

6.2. Devens agrees to provide Harvard with up to 100,000 gallons per day of water. Harvard will coordinate with Devens to ensure Devens and any other parties to which Devens is obligated to provide water are not impacted by Devens' provision of water to Harvard. In the event that Harvard demonstrates a need for more than 100,000 gallons per day of water (GPD), and Devens has the capacity to provide additional water to meet Harvard's demonstrated need, this Agreement will be amended to increase the number of gallons per day provided by Devens to Harvard. An additional annual fee (in addition to the water use charge contemplated by Section 6.6 below) for additional reserved water capacity over 100,000 GPD will be negotiated at the time this Agreement is amended (as contemplated by

the preceding sentence).

6.3. Harvard will be responsible for any notification to their customers required as a result of the operation of its water system and for obtaining approval from the Massachusetts Department of Environmental Protection (MassDEP) for the interconnection.

6.4. Devens agrees to bill Harvard only for water sent to Harvard at the rate specified in Paragraph 6.6 of this Agreement, unless an additional annual fee contemplated by Section 6.2 is implemented, in which case Devens shall also bill Harvard for said additional annual fee.

6.5. Devens will provide notifications, including annual water quality reports, to Harvard that Devens is required to send to their current customers.

6.6. Harvard agrees to meter the water sent to its water system through the interconnection with Devens and to pay Devens for water sent to Harvard at a rate of \$3.07 for each 1000 gallons of water. This rate will be increased annually each July 1, beginning July 1, 2024, by the greater of 2% or the annual increase in the Boston-Cambridge-Newton Consumer Price Index year-on-year from the previous May. Provided, however, no payment will be due to Devens for water used by Harvard related to an uninsured fire event.

6.7. Harvard will be responsible for installing a water meter at the point of interconnection. Devens' review and approval of the proposed meter installation and the interconnection shall be required prior to construction and operation of the interconnection. The meter shall be calibrated by Harvard at least once per year. A copy of all calibration reports shall be provided by Harvard to Devens. The purpose of this meter shall be to measure water usage across the interconnection for billing purposes.

6.8. Both Harvard and Devens must approve all proposed operations of the interconnection prior to initiation of Devens providing water to Harvard.

6.9. Harvard will be required to flush and sample the water and take other such measures as may be required by MassDEP or other applicable governmental authority.

6.10. Harvard shall have responsibility for maintaining and repairing water-related structures on the Harvard side of the interconnection with Devens, beginning with the Harvard side of the valve on the influent water line outside the booster station. Devens will permit Harvard to access and construct the interconnection subject to customary permitting, public safety and other applicable requirements or best practices (e.g., obtaining a street opening permit, providing for traffic safety details, etc.). The parties

will execute a license agreement to permit Harvard's contractors to operate on Devens property and construct the interconnection. Should Harvard fail to appropriately maintain the interconnection for which it is responsible, Devens reserves the right to, and Harvard shall permit Devens to take such actions as might be reasonably necessary to maintain, repair or otherwise ensure the proper and reliable operation of the interconnection (similarly subject to customary permitting, public safety and other applicable requirements or best practices), and Harvard will reimburse Devens for the cost of same.

## 7. Remedies

7.1. If either party fails to fulfill any obligation or condition of this Agreement, the other party has the right to terminate this Agreement by giving sixty (60) days' notice, in writing, of its intent to do so. Upon receipt of such notice the receiving party shall have the right to prevent termination by curing the default within thirty (30) days or a longer period if justified based on the nature of the obligation or condition. Any extension shall be agreed to in writing by both parties. Termination shall not release either party from its obligation to pay all bills or sums accrued in accordance with and due in accordance with this Agreement. Either party may suspend this Agreement and its obligations hereunder in the event of an emergency situation, but shall endeavor to restore the Agreement and resume its obligations hereunder as expeditiously as practicable.

7.2 Both parties reserve the right, either in law or equity, by suit, and complaint in the nature of mandamus, or other proceeding, to enforce or compel performance of any or all covenants herein.

7.3 Any bill remaining unpaid after the thirtieth day from the date of billing shall bear interest at the rate of the fourteen percent (14%) per annum computed from the end of the period that the payment is due.

7.4 If either party fails to perform any obligation under this Agreement, the other party may perform on behalf of the defaulting party and charge the reasonable costs thereof, including administrative time, to the defaulting party as a sum due under the Agreement provided written notice is given to the defaulting party allowing it time to cure the default as provided under Section 7.1 herein.

7.5 Either party may terminate this Agreement with just cause by written notice to the other at least twelve (12) months in advance of the termination date. Just cause is defined as significant failure to comply with the terms of this Agreement that is not cured upon ninety (90) days written notice. Termination shall not release Harvard from its obligation to pay all bills or sums due in accordance with this Agreement. During the twelve (12) month period after providing notice of termination, both Harvard and Devens shall be responsible for meeting all other applicable terms and conditions of this Agreement.

This notice provision shall not apply in the event either party must terminate the Agreement as a result of any lawful order or directive received from any federal or state authority, or any court. Both parties agree to abide by any lawful order or directive received from federal or state authority or court, unless said order or directive is stayed due to any appeal. Both parties agree to provide the maximum amount of notice practicable in the event of any force majeure event, administrative or court order that necessitates termination.

7.6 The remedies set forth in this Agreement are cumulative. The election of one does not preclude use of another.

7.7 In the event that a dispute, controversy, or claim arises out of or relates to this Agreement, the parties hereto shall seek to resolve such dispute, controversy, or claim through good faith negotiations. Should such negotiations fail to achieve a resolution, the parties shall submit the dispute, controversy, or claim to mediation by an entity agreed upon by both parties, and thereafter by a court of competent jurisdiction for adjudication thereof if unable to reach agreement through mediation.

## 8. Service of Notice

8.1 All notices or communications permitted or required by this Agreement must be in writing except in emergencies, and shall be made via certified mail, return receipt requested, or recognized and reputable national overnight courier service (e.g., FedEx or UPS) to:

### If to Harvard:

Selectboard, Town of Harvard  
c/o Town Administrator  
13 Ayer Road  
Harvard, MA 01451

### If to Devens:

Devens Utilities  
33 Andrews Parkway  
Devens, MA 01434

With a copy to:

Massachusetts Development Finance Agency  
Attn: General Counsel  
99 High Street, 11<sup>th</sup> Floor  
Boston, MA 02110

9. Regulatory Authority

9.1 This Agreement is subject to the lawful rules, regulations, decisions, order or directives of MassDEP and of any agency of the state and federal government with jurisdiction over the parties or subject matter of the Agreement. Any and all conditions, rules, regulations, orders or other requirements heretofore or hereafter placed upon Harvard or Devens pertaining to the subject matter of this Agreement by the MassDEP or by any other agency, division, office or department of the United States or the Commonwealth of Massachusetts or any court of competent jurisdiction shall be construed to become an obligation of this Agreement unless the Agreement is terminated in accordance of the terms hereof.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the officials of the Town of Harvard and the Massachusetts Development Finance Agency hereby execute this Agreement, as of the date first above-written.

**TOWN OF HARVARD**

(Seal of the Town of Harvard)

Select Board

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Approved as to form and legality

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Town Counsel

*[signature page to Intermunicipal Agreement Between Town of Harvard and Massachusetts Development Finance Agency for Water Supply Interconnection]*

**MASSACHUSETTS DEVELOPMENT  
FINANCE AGENCY**

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Executive Vice President, Devens

Approved as to form

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Legal Counsel

*[signature page to Intermunicipal Agreement Between Town of Harvard and Massachusetts Development  
Finance Agency for Water Supply Interconnection]*

## Townwide Cleanup 2024, advance planning

Libby Levison <llevison@toast.net>

Tue 2/13/2024 10:49 AM

To: Julie Doucet <jdoucet@harvard-ma.gov>

Cc: Barbara Romero <barbaralromero@yahoo.com>; Paul Green' <paulg1973@icloud.com>; Brian McClain <brianrmcc1@gmail.com>; Jessie Panek <brumbydesign@me.com>; Tim Kilhart <tkilhart@harvard-ma.gov>; heidi siegrist <hhsiegrist@yahoo.com>

Hi Julie

The Townwide Cleanup crew is already starting to plan the Townwide Cleanup and Garlic Mustard pull for this year. We're looking at the last weekend in April: April 25-28, which would mean pickup starting on Monday April 29. This of course barring snow storms etc. Tim Kilhart says that timing works for his team.

The Cleanup and garlic mustard organizers would like to know if the Select Board will authorize this activity for 2024. In case they're curious, in 2023 we had 302 volunteers (including several youth groups) and filled 393 bags.

Please thank the Select Board for their past (and we hope continuing) support of this very popular event. For the past couple of years you have said we do not need to attend the meeting, but one of us will join if you or the Select Board would like us there.

Also, we know that it's still budget season and that you'll put this on the agenda when the SB has time to discuss.

Thank you Julie!

Libby, for Paul, Brian, Barbara, Jessie, Heidi



The United States entrance into WWI In 1917 sparked the need for the rapid development of army training facilities. Fort Devens was created with land annexed from Harvard (2,722 acres); Ayer (1,068 acres), Shirley (630 acres); and Lancaster (#). Following the Base Closure Act of 1993, the transition from a military post to a primarily civilian use commenced with a focus on expanding commercial and residential development in the historic lands of Harvard, Shirley and Ayer per the Legislative Acts of Chapter 498 and the Acts of 1993, the "Reuse Plan" for the Devens Regional Enterprise Zone.

The legislation established commercial development and housing caps, recognizing some of the inherent constraints on the 4,400 acre parcel. There were environmental contamination concerns, conservation restrictions, and continued National Guard use as well as a federal prison and hospital. There was a strong interest in setting aside extensive land to build out a robust commercial development zone that would spur economic development in Central Massachusetts. Housing on Devens would meet a 25% affordable criteria per the legislation but housing caps were implemented to ensure that the towns could handle the influx of new families and be able to provide them with necessary municipal services.

The enabling statute gave surety to the towns that the redevelopment agreement reached with the state would be adhered to, and over the past 30 years, every administration has kept faith with the towns of Ayer, Harvard, and Shirley, and abided by Chapter 498 and the Reuse Plan for Devens. The means for changing provisions in the legislation was established by requiring a Super Town Meeting whereby Ayer, Harvard, and Shirley would need to vote unanimously to adopt new zoning bylaw changes.

Over the last thirty years, zoning has been changed through this established process. In 2022, however, Mass Development and the Devens Enterprise Commission appealed to the towns to bypass that legal process by raising the commercial development cap from 8.5m square feet to over 20m square feet. The towns were told that this was essentially an emergency measure, despite MD's awareness that the 8.5m cap was rapidly approaching several years prior. Harvard, Ayer and Shirley agreed to lift the cap as requested, but the Harvard Select Board directly requested Mass Development President and CEO Dan Rivera and the DEC Director Peter Lowitt to abide by the provisions of Chapter 498 and the Reuse Plan in all future zoning change requests. Both Rivera and Lowitt gave their assurances that the law would be followed in all future zoning change requests.

Now, the economic development legislation recently submitted by Governor Healey's office effectively abrogates the provisions of Chapter 498 and the Reuse Plan. It removes both commercial and residential development limits by making sweeping changes to the Reuse Plan which have not been approved by town meetings as required by that Act nor has there been any similar consultation with the Select Boards of Ayer, Harvard or Shirley.

This breach of faith with the Towns and the hundreds of citizens who participated in the development of the Reuse Plan was unexpected and cause for alarm. This action by the Governor's office on behalf of the Commonwealth could be viewed as either a lack of organizational knowledge about Devens or the beginning of an era of further changes to Chapter 498 without the benefit of local participation or consent. The Towns would appreciate the opportunity to give a fuller picture of some of the challenges this proposed legislation portends.

Building additional housing on Devens is supported in principle by the Towns but before any ground is broken for new construction the issue of determining a permanent governance structure for Devens must be resolved. Failing to do so is patently unjust to current and future residents who need to know the town and county in which they will reside, vote, pay their taxes

and send their children to school. The Governor's proposed legislation—while maintaining the jurisdictional limbo at Devens—could result in more than 1,000 households living under an unelected “interim government” operated by Mass Development. For example, one area designated for housing redevelopment is Vicksburg Square, where 30% of the building is located in Harvard in Worcester County and 70% is located in Ayer in Middlesex County presenting a clear functional problem in determining which town children will go to school in or where people will vote—which could vary from one housing unit to the next. As for schools, capacity is an issue, and a new school may be needed to provide adequate facilities for hundreds of new students as a result of lifting the cap. Long term planning and consideration is needed, not a rush to solve one problem at the risk of incurring a myriad of others. Further, the residents of Ayer, Harvard and Shirley will need to understand and plan for the economic impact new housing construction will place on budgets in order to provide other needed municipal services and infrastructure.

Current Devens residents have no voice in how their community is managed. There is an advisory committee that has no legal authority, such as a select board, and holds no town meetings to approve budgets, enact policies or pass bylaws. Although they may vote in Harvard, Ayer or Shirley, Devens residents pay property taxes to Mass Development but never see a complete budget of how those tax dollars are spent. MassDevelopment, the designated “interim government,” contracts for services including education and borrows for municipal purposes with only a vote from its Boston-based board of directors, none of whom live on Devens or in the Towns. It is a fundamental right to vote for the people who will represent you and to spend your tax dollars in a way that is transparent and accountable. As it stands, Devens residents are disenfranchised from making those key municipal decisions that affect their daily lives, property values and children's education.

As you may know, the Towns are actively engaged in planning for future governance through the Devens Jurisdiction Framework Committee. MassDevelopment withdrew from this effort in 2022, and despite frequent requests by the Towns and some members of the local legislative delegation, MD has cited a provision of Chapter 498 as justification for distancing itself from the work of the DJFC for almost ten years. As a result, It appears that agencies within the Healey Administration are permitted to selectively choose which sections of Chapter 498 have current applicability.

We recognize that housing is sorely needed in the Commonwealth and more housing should be built on Devens. We respectfully ask the Healey Administration to help us draw the roadmap for a permanent governance structure and develop a disposition plan for Devens in collaboration with Mass Development—one that is built on the consensus of residents in Harvard, Ayer, Shirley and Devens. We ask that disposition planning be expedited instead of waiting, as Mass Development has asserted, until 2032. We request that this disposition process be in place before any new residents take occupancy at Devens. This would be in the spirit of the Constitution of the Commonwealth which guarantees the right to self-government to its citizens. That historic document enumerates the forms of local government, “interim government” is not one of them. We look forward to working with you to resolve these issues.



The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission

## Licensing Authority Certification

Municipality: Harvard

ABCC Commission Decision

**APPROVED**

Ralph Sacramone  
Executive Director

Date of Commission Decision: 03/28/2024

### License Information:

Applicant Name/DBA:	HARVARD LANES INC / 204 LANES	License Number (if applicable):	08117-GP-0500
Premises Address:	204 Ayer Road Harvard MA 01451	Record Number:	2024-000079-RT-APP
Manager Name:	JAMES SHOOK		
Class:	Annual	Granted Under Special Legislation?	Yes <input type="radio"/> No <input checked="" type="radio"/>
Category:	Wines and Malt		
On / Off Premises:	On-Premises Consumption	Is there a pledge on this license?	Yes <input type="radio"/> No <input checked="" type="radio"/>
Type:	General On-Premises	Is this license under a management agreement?	Yes <input type="radio"/> No <input checked="" type="radio"/>

### Transaction Type:

New/Transfer License:	Transfer	If Transfer, License Number of License to be Transferred:	06392-GP-0500
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### Application Contact:

Name: JAMES SHOOK	Title: Owner	Phone: (323) 578-7053	Email: JAMES.SHOOK@GMAIL.COM
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