

**SELECT BOARD
AGENDA
Tuesday, January 21, 2020
7:00pm
Town Hall Meeting Room
13 Ayer Road, Harvard, MA 01451**

Alice von Loesecke (Chair), Stu Sklar, Lucy Wallace, Kara McGuire Minar, Rich Maiore

- 1) *Call Meeting to Order – Rich Maiore***
- 2) *Farmer Series Pouring Permit License Hearing – Carlson Orchards (7:00)***
- 3) *Transfer Station usage report – DPW Director Tim Kilhart (7:30)***
- 4) *Old Library Accessibility Final Report (7:40)***
- 5) *Approve minutes from 12/10 & 12/19 (7:50)***
- 6) *Public Communication (8:00)***
- 7) *Town Administrator report – miscellaneous issues & discussion items (8:10)***
- 8) *Action/Discussion Items:***
 - a) *Appoint Rich Marcello to the Cultural Council***
 - b) *Endorse Presidential Primary and Special State Primary Warrants***
 - c) *Announcement of Annual Townwide Clean up***
- 9) *Select Board Reports***

***NEXT SCHEDULED MEETING
Town Hall Meeting Room
February 4, 2020
7:00pm***

JAN 07 REC'D

LAW OFFICES OF
JOHN P. CONNELL, P. C.

112 WATER STREET, 2nd FLOOR
BOSTON, MASSACHUSETTS 02109
(617) 227-3277
Fax (617) 227-3222

January 6, 2020

Julia Doucet
Office of the Town Administrator
Town Hall
13 Ayer Road
Harvard, MA 01451

Re: Application for New Farmer Series Pouring Permit for Wines for Carlson Orchards, Inc., 115 Oak Hill Road, Harvard, MA 01451

Dear Ms. Doucet:

Please find enclosed an Application for a new Farmer Series Pouring Permit for Wines for Carlson Orchards, Inc. (the "Applicant"), 115 Oak Hill Road, Harvard, MA 01451.

I have attached an Index to this Application identifying by tab all of the accompanying and related documents for this Application. I have included a proof of payment online confirmation for the \$200 ABCC Fee. I respectfully request that this matter be scheduled for the January 21st hearing

Thank you for your attention to this matter.

Very truly yours,


John P. Connell

Enclosures

LAW OFFICES OF
JOHN P. CONNELL, P. C.

112 WATER STREET, 2nd FLOOR
BOSTON, MASSACHUSETTS 02109
(617) 227-3277
Fax (617) 227-3222

**INDEX FOR APPLICATION FOR FARMER SERIES POURING PERMIT FOR WINES FOR
CARLSON ORCHARDS, INC., 115 OAK HILL ROAD, HARVARD, MA 01451
FILED JANUARY 6, 2020**

<u>Tab</u>	<u>Application Document</u>
1.	Summary of Transaction
2.	Monetary Transmittal Sheet/Proof of ABCC Payment
3.	ABCC Application for Retail Alcoholic Beverage License
4.	Corporate Vote
5.	ABCC CORI Form for Manager of Record Franklyn Carlson
6.	Birth Certificate for Franklyn Carlson
7.	ABCC CORI Forms for Bruce and Robert Carlson
8.	MA Secretary of Commonwealth Business Entity Summary
9.	Floor Plan
10.	Property Deed
11.	Promissory Note from Farm Credit East, ACA
12.	ABCC Farmer-Winery License

Summary of Application

Purpose of Application:

The Applicant, Carlson Orchards, Inc., is applying for a new Farmer Series Pouring Permit for Wines to be used and operated at 115 Oak Hill Road, Harvard, MA 01451. Carlson Orchards, Inc. is an apple farm in Harvard, MA. The property includes multiple farm buildings as well as 120-acres of apple orchards. The proposed licensed premise will be located on the orchards and contiguous and appurtenant to the winery. Carlson Orchards, Inc. has three shareholders: Bruce Carlson, Franklyn Carlson and Robert Carlson. Franklyn Carlson is also the proposed Manager of Record for the license.

Licensed Premise Location:

115 Oak Hill Road, Harvard, MA 01451

Description of Premise:

The building is a 2,520 square foot, one (1) floor farmhouse with an attached covered porch. The building has two (2) restrooms, a kitchen and a bar/seating area. There are eight (8) means of egress. There are three (3) doors on the north side of the building that lead onto the covered porch. There are two (2) doors on the east side of the building that lead into the indoor taproom from the outdoor patio. There is one (1) door on the west side of the building. There are two (2) doors located on the south side of the building. The covered porch has additional seating space and is 840 square feet. The outdoor patio is 10,760 square feet with a fence of barrels around the perimeter. The total area of the indoor taproom, porch and outdoor patio is 14,120 square feet.

Total Capacity:

99 Persons.

Contact Person for Application:

John P. Connell, Esq.
Law Offices of John P. Connell, P.C.
112 Water Street, Suite 201
Boston, MA 02109
617-227-3277 (Phone)
617-227-3222 (Fax)
John@Connelllawoffices.com (Email)



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM**

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358



**The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc**

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="Farmer Series Pouring Permit"/>	<input type="text" value="Wines"/>	<input type="text" value="Annual"/>

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Is this license application pursuant to special legislation? Yes No Chapter Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name FEIN

DBA Manager of Record

Street Address

Phone Email

Alternative Phone Website

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Square Footage: <input type="text" value="14,120"/>	Number of Entrances: <input type="text" value="8"/>	Seating Capacity: <input type="text" value="See Add'l Info"/>
Number of Floors: <input type="text" value="1"/>	Number of Exits: <input type="text" value="8"/>	Occupancy Number: <input type="text" value="99"/>

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name: Phone:

Title: Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	Corporation	Date of Incorporation	07-06-1973
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Franklyn Carlson	112 Littleton County Road, Harvard, MA 01541	[REDACTED]	04/22/1943

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President, Treasurer, Director	33.4%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Bruce Carlson	114 Littleton County Road, Harvard, MA 01451	[REDACTED]	09/29/1947

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Secretary, Director	33.3%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Robert Carlson	116 Littleton County Road, Harvard, MA 01451	[REDACTED]	03/19/1946

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Vice President, Director	33.3%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Please See Additional Information Page.			

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Own

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	<input type="text"/>
B. Purchase Price for Business Assets	<input type="text"/>
C. Other * (Please specify below)	\$810,000.00
D. Total Cost	\$810,000.00

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):”

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total:	<input type="text"/>

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Farm Credit East, ACA	\$810,000.00	Loan	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

A loan was taken out to cover the cost of construction for the building on the pouring premise.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? Yes No *Manager must be a U.S. Citizen
If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? Yes No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
1973	Present	President	Carlson Orchards, Inc.	N/A

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

Yes No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

Yes No

If yes, attach an affidavit providing the details of any and all convictions.

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

11F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee? Yes No

b. Will the licensee retain control of the business finances? Yes No

c. Does the management entity handle the payroll for the business? Yes No

d. Management Term Begin Date e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

ABCC Licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

APPLICANT'S STATEMENT

I, Franklyn Carlson the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of Carlson Orchards, Inc.
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: 
Title: President

Date: 12/30/19

CORPORATE VOTE

The Board of Directors or LLC Managers of Entity Name

duly voted to apply to the Licensing Authority of and the City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on Date of Meeting

For the following transactions (Check all that apply):

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/Directors/LLC Managers
- Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

"VOTED: To authorize Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,


Corporate Officer /LLC Manager Signature

Franklyn W Carlson
(Print Name)

For Corporations ONLY

A true copy attest,


Corporation Clerk's Signature

Bruce E. Carlson
(Print Name)



William Francis Galvin
Secretary of the Commonwealth of Massachusetts



Corporations Division

Business Entity Summary

ID Number: 042518755

[Request certificate](#)

[New search](#)

Summary for: CARLSON ORCHARDS, INC.

The exact name of the Domestic Profit Corporation: CARLSON ORCHARDS, INC.		
Entity type: Domestic Profit Corporation		
Identification Number: [REDACTED]		
Date of Organization in Massachusetts: 07-06-1973		
Last date certain:		
Current Fiscal Month/Day: 12/31		Previous Fiscal Month/Day: 06/30
The location of the Principal Office:		
Address: 115 OAK HILL RD		
City or town, State, Zip code, HARVARD, MA 01451 USA		
Country:		
The name and address of the Registered Agent:		
Name: FRANKLYN W. CARLSON		
Address: 115 OAK HILL ROAD		
City or town, State, Zip code, HARVARD, MA 01451 USA		
Country:		
The Officers and Directors of the Corporation:		
Title	Individual Name	Address
PRESIDENT	FRANKLYN W. CARLSON	112 LITTLETON COUNTY ROAD HARVARD, MA 01451 USA
TREASURER	FRANKLYN W. CARLSON	112 LITTLETON COUNTY ROAD HARVARD, MA 01451 USA
SECRETARY	BRUCE CARLSON	114 LITTLETON COUNTY ROAD HARVARD, MA 01451 USA
VICE PRESIDENT	ROBERT W. CARLSON	116 LITTLETON COUNTY ROAD HARVARD, MA 01451 USA
DIRECTOR	FRANKLYN W. CARLSON	112 LITTLETON COUNTY ROAD HARVARD, MA 01451 USA

DIRECTOR	BRUCE CARLSON	114 LITTLETON COUNTY ROAD HARVARD, MA 01451 USA
DIRECTOR	ROBERT W. CARLSON	116 LITTLETON COUNTY ROAD HARVARD, MA 01451 USA

Business entity stock is publicly traded:

The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares

Consent **Confidential Data** **Merger Allowed** **Manufacturing**

Note: Additional information that is not available on this system is located in the Card File.

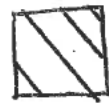
View filings for this business entity:

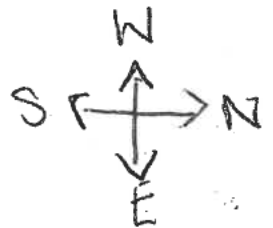
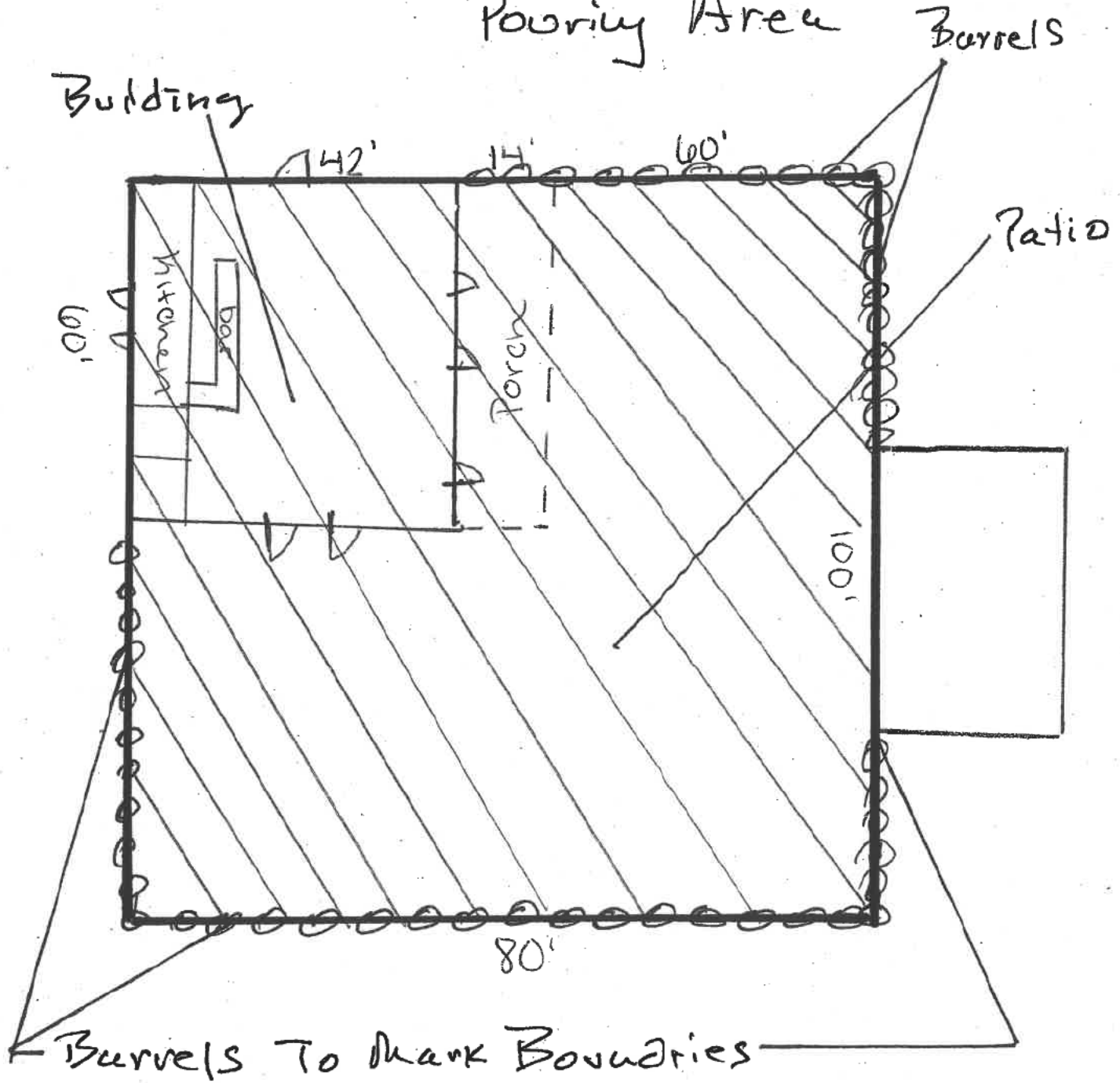
Articles of Voluntary Dissolution
 Articles of Voluntary Dissolution of Corporation Which Hasn't Issed Shares/Hasn't Commenced Bu
 Certificate of Appointment of Resident Agent
 Certificate of Change of Address of Resident Agent
 Certificate of Change of Directors or Officers

[View filings](#)

Comments or notes associated with this business entity:

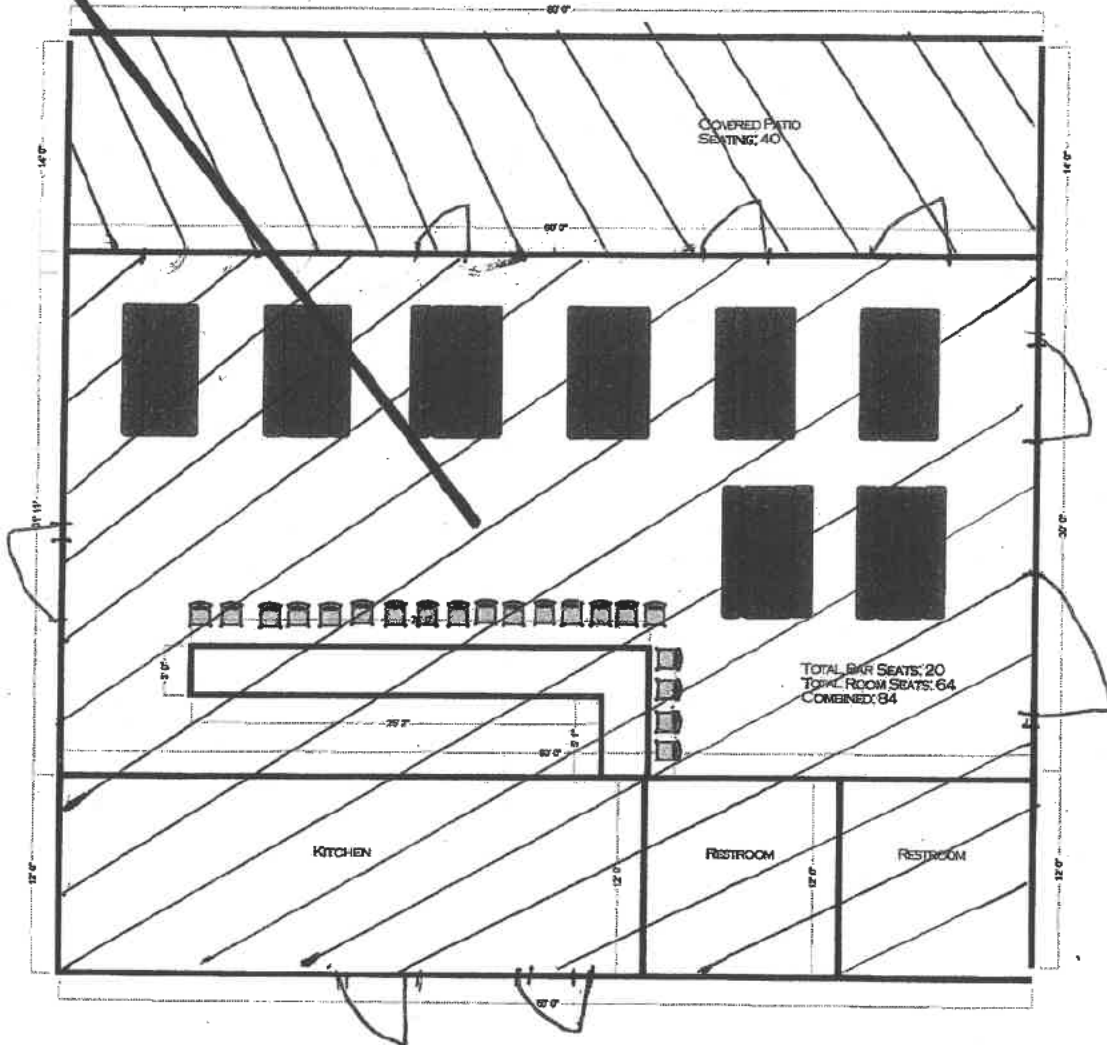
[New search](#)

 = Carlson Orchards
Diagram of
Pouring Area

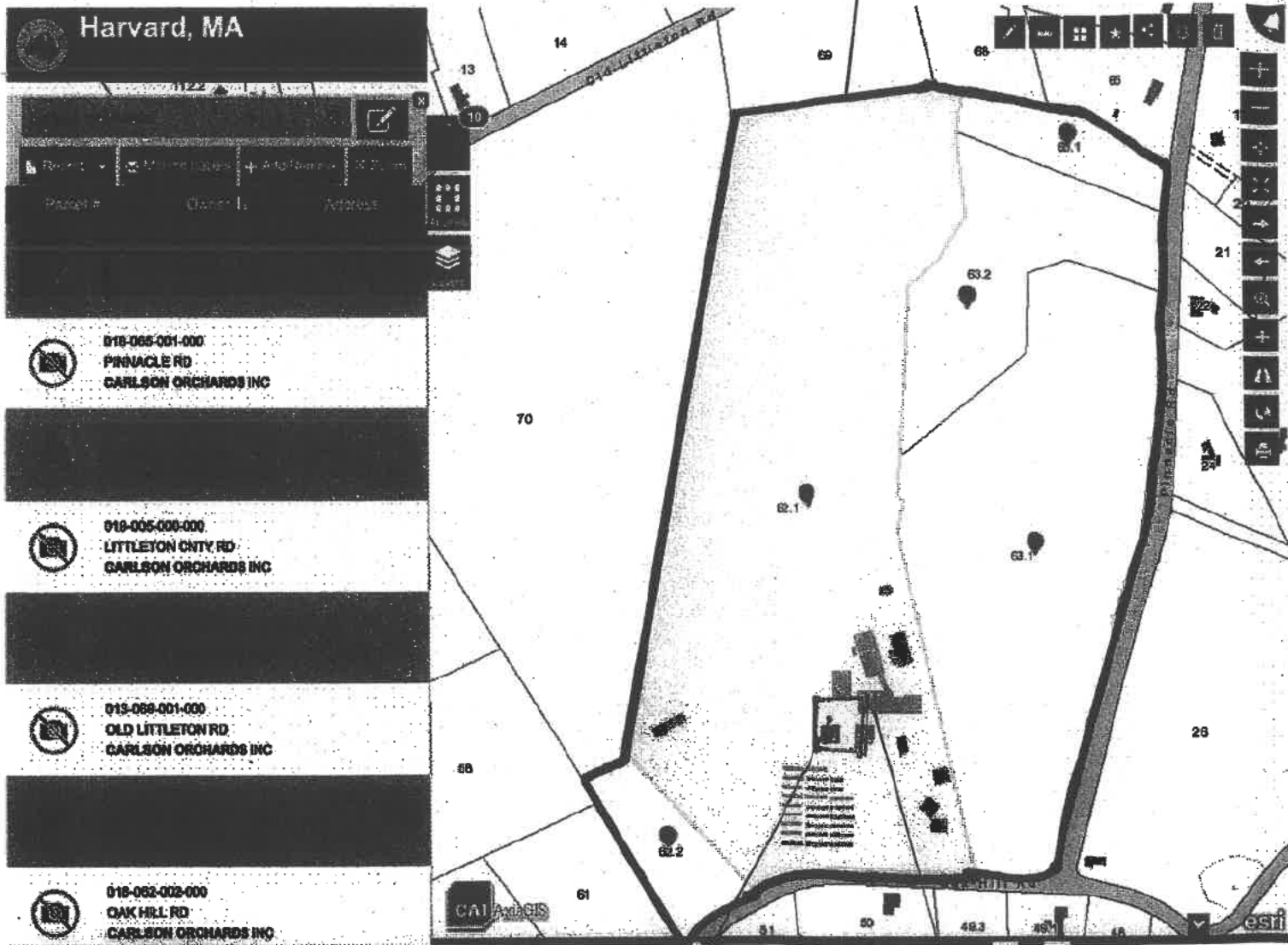


 Covered
Patio

 Indoor
Seating
Area



Carlson Orchards Farm
120 Acres



Pouring
Area

Winery

5371

566

Recorded AUG 9 1973 at 1:05 P.M.

WE, WALTER W. CARLSON and ELEANOR L. CARLSON, husband and wife, both

of Harvard, Worcester County, Massachusetts,

in consideration of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) DOLLARS

grant to CARLSON ORCHARDS, INC., a Massachusetts Corporation, having an usual place of business in the Town of Harvard, Worcester County, Massachusetts, *(Oak Hill Road)*

xi

with quitclaim covenants

the land in the Town of Harvard, County of Worcester, Commonwealth of Massachusetts, described as follows:

The land in the Easterly part of said Harvard consisting of two parcels of land containing together sixty (60) acres, more or less, with the buildings thereon, and bounded and described as follows:

FIRST PARCEL: bounded Southerly by land formerly of Arthur N. Calkins;

EASTERLY: by land formerly of Granville Whitcomb;

NORTHERLY: by land formerly of Arthur N. Calkins;

WESTERLY: by a Town road leading by said farm to Littleton.

SECOND PARCEL: situated on the Westerly side of said road and is bounded and described as follows:

On the Southerly side by land formerly of John H. Cleaves;

WESTERLY: by land formerly of said Cleaves and land formerly of Charles Maynard;

NORTHERLY: by land now or formerly of Eli Hosmer; and

EASTERLY: by said road;

ALSO: the land in the Northeasterly part of said Harvard on the Westerly side of the road over Oak Hill (so-called) to Littleton, bounded and described as follows:

BEGINNING: at the wall on said road at land formerly of Austin C. Stratton near a large chestnut tree, the same being the Southeast corner of said tract;

THENCE: running N. 57° 30' W., Three Hundred and Sixty-Three (363) feet as the wall now stands by said Stratton land to an angle in the wall at a walnut tree;

THENCE: by said Stratton land as the wall now stands N. 80° W., Four Hundred Sixty-Five (465) feet to the corner of the wall at a lane the Right of Way (so-called) and the end of this line at the Right of Way and runs for about Fifty (50) feet by land formerly of the heirs of Peter Whitcomb;

THENCE: by said Right of Way as the wall now stands N. 26° E., Three Hundred Thirty-Six (336) feet to a stake and stones;

THENCE: by land of the heirs of Simeon Green S. 68° E., Eight Hundred Fifty-Five (855) feet to said road;

THENCE: by said road S. 44° W., Two Hundred Fifty-Seven (257) feet to the point of beginning.

5371
567

Containing Six (6) acres be the same more or less.

ALSO: the land in the Easterly part of said Harvard, with the buildings thereon, on the Westerly side of the upper road leading from Harvard to Littleton containing 14 and 2/10 acres, bounded and described as follows:

BEGINNING: at a corner of land formerly of Adolphus Haskell on the Westerly side of the road;

THENCE: N. 13-1/2° W., by land of said Haskell Two Hundred Twenty-Six and 9/100 (226.90) feet to a point;

THENCE: N. 20-1/2° E., by land of said Haskell, Three Hundred Nine and 40/100 (309.40) feet;

THENCE: Northwesterly Two Hundred Sixty-Nine and 40/100 (269.40) feet to a point in the Easterly side of the Old Shaker Road so-called;

THENCE: Northeasterly Fifty (50) feet to a point;

THENCE: Northwesterly Twenty-Two and 40/100 (22.40) feet to a point;

THENCE: Northeasterly by said Old Shaker Road, Five Hundred Eighty-Two and 70/100 (582.70) feet to a point at land now or formerly of Simeon Green;

THENCE: Southeasterly by land of said Green Four Hundred Sixty-Five and 80/100 (465.80) feet to a point;

THENCE: Southeasterly by land of said Green, Three Hundred Sixty-Nine and 30/100 (369.30) feet to a point in the Westerly side of the road to Littleton;

THENCE: Southwesterly by said Littleton road, angling and curving therewith, Six Hundred Fifty-Two and 40/100 (652.40) feet to a point, One Hundred Thirty-Five and 50/100 (135.50) feet to a point and Four Hundred Fifty-Eight and 90/100 (458.90) feet to the point of beginning.

All of said courses, excepting the next to last one, being by stone walls..

This conveyance is subject to whatever rights of way, if any, adjoining owners may have, set forth in deed of Warren W. Green to Peter Whitcomb dated April 13, 1896, and recorded with said Deeds, Book 1505, Page 200.

The parcel of land above described is shown on plan of property of William Lincoln Crosby by Charles Fuller Whitney, C. E. said plan being dated May 10, 1920.

ALSO: the land, with the buildings thereon, situated in said Harvard, on the Northerly side of Oak Hill Road, bounded and described as follows:

BEGINNING: at the Southwesterly corner thereof at land now or formerly of Houghton;

THENCE: running Northerly by said Houghton land to land now or formerly of Farwell and Turner;

THENCE: running Easterly by said last mentioned land to land now or formerly of Fuller;

THENCE: running by said Fuller land to land now or formerly of Cleaves;

THENCE: running by said Cleaves land to said road;

THENCE: running Westerly by said road to the point of beginning.

Containing about 31 acres.

Said premises are conveyed subject to the reservations and agreements, so far as the same are now in force, referred to in deed to the Middlesex Institution for Savings dated May 22, 1936, recorded with said Deeds, Book 2667, Page 295.

5271
568

Excepting from the above conveyance that tract of land conveyed by Walter W. Carlson and Eleanor L. Carlson to New England Power Company a Massachusetts Corporation, by deed dated April 13, 1967, recorded with Worcester District Registry of Deeds, book 4749, page 57, which said deed covers a parcel of land containing 4.58 acres of land and is shown on plan recorded in Worcester District Deeds, plan book 307, plan 114.

ALSO:

Excepting from the above described conveyance a tract of land conveyed by Walter W. Carlson and Eleanor L. Carlson to Robert W. Carlson, by deed dated April 27, 1970, which deed is recorded with Worcester District Registry of Deeds, book 5027, page 173, and contains a parcel of land of 1.50 acres, and shown on a plan and recorded with Worcester District Registry of Deeds plan book 335, plan 27.
remaining

Being the / premises to us conveyed by deed of Eleanor L. Carlson dated August 27, 1962, and recorded in Worcester District Registry of Deeds, Book 4308, Page 217.

The above described premises are conveyed subject to a mortgage to Federal Land Bank with a principal remaining balance of \$47,250.00 and also subject to a note to Production Credit Association in the amount of \$37,986.27, which by acceptance of this deed the grantee assumes and agrees to pay. Equity being \$ 14,763.73.

This conveyance creates no new boundaries.



Executed as a sealed instrument this Ninth day of August 1973

Walter W. Carlson
Walter W. Carlson

Eleanor L. Carlson
Eleanor L. Carlson

The Commonwealth of Massachusetts

Worcester ss. August 9, 1973

Then personally appeared the above named
Walter W. Carlson and Eleanor L. Carlson

and acknowledged the foregoing instrument to be their free act and deed,

Before me, Alice V. Cote
Alice V. Cote Notary Public
My commission expires August 21, 1975



■ END OF INSTRUMENT ■

INSTALLMENT PROMISSORY NOTE

Filing Ref. : **Carlson Orchards Inc**

Printed: 06/07/2019

Date: **June 10, 2019**

Association:	Farm Credit East, ACA
Branch:	Bedford, NH 028-002
Note #:	7400560
Customer #:	0000367628

- 1. INDEBTEDNESS.** For value received, the undersigned (collectively: "Borrower") jointly and severally promise to pay to the order of **Farm Credit East, ACA**, or the Holder of this Note (collectively: "Lender") the principal sum of **Eight Hundred Ten Thousand Dollars and Zero Cents (\$810,000.00)** together with interest per annum as set forth herein, all future advances and all other sums due to Lender under the Loan Documents, as defined herein (collectively "Indebtedness").
- 2. LOAN ACCOUNT(S).** The outstanding principal balance of the Indebtedness evidenced hereby is represented by the following loan account(s) ("Account" or "Account(s)") and interest shall accrue on the Account(s) in the manner so described. Indebtedness evidenced by any single Account is "Account Indebtedness." At Lender's option, a change in interest rate or an optional future advance under the Account(s) may increase or decrease one or more of the following: the amount of each Installment due, the amount of the final Installment or the total number of Installments due.

A. Account Number:	Description and Rate Type:
Account # 7400560-101	Fixed Interest Rate for Specified Term Account Account Billing Title: Tap Room Non-Revolving Loan

Repayment. The principal sum of **\$810,000.00**, including any amount thereof which is not paid when due and all future advances from this Account, shall bear interest from the date incurred or advanced at a fixed interest rate for a specified term and then at Lender's Variable Rate as described herein, and such rates shall not be limited by any State's usury or other legal interest rate limits. Repayment shall be made in "Installments" as described herein.

Interest Rate. The fixed interest rate for this Account is **6.25%** per year (the "Fixed Rate") and such rate shall continue for a period of **30 years** (the "Fixed Rate Term") from the date the Fixed Rate takes effect. At the end of the Fixed Rate Term, on **June 2, 2049**, unless the remaining balance of the amount fixed is repaid or fixed for an additional period, the Fixed Rate for this Account shall automatically convert to the then current Lender's Variable Rate for which this loan is eligible as described in the Note section entitled **LENDER'S VARIABLE INTEREST RATE**. Thereafter, all Lender's Variable Rate provisions shall apply to this Account. Interest resulting from this automatic conversion may increase loan payments, if higher than the Fixed Rate, or reduce loan payments, if lower than the Fixed Rate. Interest shall accrue to the date of receipt of payment. If the Indebtedness shall become due because of a default under this Note or for any other reason during a Fixed Rate Term, then in addition to Lender's rights under the **DEFAULT** section of this Note, interest for this Account shall continue at the Fixed Rate for the duration of the Fixed Rate Term or, at Lender's sole discretion, pursuant to the terms of the **DEFAULT RATE** section of this Note until all Account Indebtedness is paid in full.



Prepayment. A payment, in any amount, made in advance of the scheduled payment date is a "prepayment". Borrower may make a prepayment in whole or in part, with no prepayment charges, on any business day following the first six (6) months of the Fixed Rate Term. For a prepayment made during the first six (6) months of the Fixed Rate Term (the "Lockout Period"), Borrower is subject to the provisions of the Note Section entitled PREPAYMENT FEE (Section 6) below.

Installments. Installments shall be made as follows:

One (1) interest only payment in the amount billed, to be made on **July 1, 2019. Three Hundred Fifty-Eight (358) Monthly installments** of principal and interest, in the amount of **\$4,996.00**, beginning on **August 1, 2019**, plus a final installment of any amount necessary to pay the Indebtedness in full on **June 1, 2049**.

3. **FUTURE ADVANCES.** This Note is also given for optional future advances on all or any of the Account(s) described herein up to an unlimited amount of Indebtedness, which may be made or arise from time to time; but Lender is not obligated to make future advances. No future advance needs to be made or completed if a default has occurred hereunder, or if Borrower is in default on any Loan Document or on any other loan, obligation or Agreement with Lender or in which Lender has an interest. All future advances made hereunder shall be added to the unpaid principal balance of the associated Account hereof, and shall bear interest, as provided pursuant to the terms of such Account, at the rate applicable thereto from the date of such advance. Any advance made by Lender for taxes, liens, judgments, assessments, insurance premiums, environmental compliance or to protect collateral pursuant to any Loan Document, shall be payable on demand or, at Lender's sole option, such amount may be added to the unpaid principal balance of any Account or subaccount of any Account described herein or, if not already an active Account type, at Lender's Variable Rate as described in the Note section entitled LENDER'S VARIABLE INTEREST RATE and shall bear interest pursuant to the terms of such Account from the date of such advance.
4. **LENDER'S VARIABLE INTEREST RATE.** The "Lenders Variable Rate" (as hereinafter described) is a variable rate that corresponds to the applicable Interest Rate Tier, both of which shall be determined by Lender. The Interest Rate Tier assigned to Borrower may be changed at any time, pursuant to Lender's credit criteria for that Tier, which change in Tier may result in a change of the Variable Interest Rate applicable hereto. The Variable Interest Rate applicable to any Tier also may be increased or decreased at any time pursuant to Lender's Interest Rate Policy applicable to this Note and pursuant to the Farm Credit Act of 1971, as such policy or law may hereafter be amended. Such Rate is determined from time to time as a means of pricing loans to Lender's customers, including Borrower, and is neither tied to any external rate or index, nor does it necessarily reflect the lowest rate actually charged to any particular category of customers.

In adjusting Lender's Variable Rate, Lender considers certain standard factors set forth under Lender's Interest Rate Policy, including but not limited to, changes in its cost of funds, operating expenses, earnings requirements to meet certain capital objectives, credit risk factors, and the competitive environment, which factors may change during the term of the loan.

Borrower understands and agrees that (a) the Interest Rate Tier to which this loan is assigned may be changed at any time to any other Interest Rate Tier based on Lender's evaluation of a change in Borrower's credit quality, quality of collateral, costs of servicing the loan, and other factors which are set forth in Lenders Interest Rate Policy in effect at that time; and (b) the Interest Rate Tier may be automatically adjusted to the highest Interest Rate Tier if a default occurs under this Note or under any other Note or agreement between Borrower and Lender.

Lender's Variable Interest Rate shall not be limited by any State's usury or other legal interest rate limit. If Lender changes Lender's Variable Rate for one or more applicable Accounts, Lender will give Borrower notice of the change in rate as required by the then applicable law.

5. **SECURITY.** This Note is subject to a Loan Agreement, and the Note security includes but is not limited to: Real Estate by a Real Estate Mortgage dated, October 20, 2005, and Real Estate by a Real Estate Mortgage

date thereof. All payments and credits shall be applied to the Indebtedness in such reasonable manner as Lender in its sole discretion shall elect.

- 10. DEFAULT.** It is expressly agreed that the whole of the Indebtedness shall become immediately due and payable, at Lender's sole option, together with collection costs if any of the following "Events of Default" (also called a "default") should occur: a.) The Indebtedness, or any Installment or other amount due under any Account described herein or under any Loan Document remains unpaid for 30 days after the due date thereof, including all extensions, renewals and reamortizations; or b.) Borrower's or any Guarantor's failure to perform timely or observe any term or provision of this Note or any other Loan Document securing or otherwise related hereto; or c.) The breach of any warranty, representation, covenant or agreement in any Loan Document, or any material misrepresentation made to Lender under any Loan Document, financial statement or loan application related hereto; or d.) Lender declares Borrower or any Guarantor in default on any Loan Document securing or otherwise related hereto; or e.) Lender declares a default on any other obligation of Borrower or any Guarantor to Lender or in which Lender has an interest.
- 11. COLLECTION COSTS AND FEES.** Borrower jointly and severally agrees to pay all costs, charges and expenses, including reasonable attorneys fees, which are incurred by Lender in connection with preserving or protecting Lender's rights and interests under this Note, any Mortgage, Security Agreement, Loan Agreement, Guaranty or other legal document related to or affecting this Note or the Indebtedness (all collectively called "Loan Documents") whether or not a legal action is filed; or incurred by Lender in the event of suit on the Loan Documents; or incurred in other legal proceedings for the collection of the Indebtedness secured hereby; or incurred in any foreclosure brought by Lender; or incurred in any other legal proceeding to protect or sustain any mortgage or lien granted as security for the Indebtedness; or incurred in any litigation or controversy, including any action in Bankruptcy Court, affecting, arising from or connected with the Loan Documents or Indebtedness. Such amounts, at Lender's sole discretion, shall be added to the unpaid principal balance of any Account or subaccount of any Account described herein or, if not already an active Account type, at Lender's Variable Rate as described in the Note section entitled LENDER'S VARIABLE INTEREST RATE and shall bear interest pursuant to the terms of such Account(s) from the date advanced, notwithstanding the maximum amount of Indebtedness described in any Loan Document; shall be evidenced by this Note and secured by all loan collateral documents; and shall be a lien of the same priority on all loan collateral.
- 12. ADDITIONAL TERMS.** Borrower hereby jointly and severally: a) agrees to pay the Indebtedness evidenced hereby without set-off, deduction, defense or counterclaim; and b) waives presentment, demand, protest, notice of protest and dishonor; and c) guaranties payment of this Note when due and consents without notice to the release of security and/or of other obligors and to any change in terms or extensions of time for payment for any period regardless of the original terms of this Note; and d) agrees not to assert against any holder of this Note any defenses or rights of set-off which any of the Borrowers or any endorser may have against the payee hereof; and e) agrees to provide, in a form acceptable to Lender, a current balance sheet and income statement at such times as Lender may request in connection with loans; and f) agrees to deliver such additional security as Lender may at any time deem necessary; and g) warrants and agrees that each Borrower has the authority, power and capacity to enter into this loan and to execute all Loan Documents in connection herewith, and that this Note and all Loan Documents, when executed, shall be valid and legally binding upon all Borrowers; and h) agrees that the terms of the Loan Documents shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, and i) agrees to execute, deliver, file and or record such documents or instruments, or take such other actions, as may be reasonably required by Lender to effectuate the intention of this transaction, or to assure the enforceability and collectability of the Indebtedness or any Loan Document or lien, or to otherwise protect or enforce the rights of Lender thereunder.
- 13. NON-WAIVER.** Lender's waiver of Borrower's breach, or Lender's failure to exercise any right, or Lender's granting of forbearance, restructuring or "borrower rights" (under the Farm Credit Act or other applicable law or regulations) shall not be deemed a waiver of any subsequent breach of the same covenant or the breach of any other covenant, or of Lender's rights thereafter to exercise any right. Any provision of the Loan Documents may be waived only by a writing, signed by an authorized representative of Lender. This Note may be assumed only with prior written permission of the Lender.

dated, October 20, 2005, and the security or additional security described in the Loan Agreement, as all or any of these may be renewed or amended from time to time. All liens shall continue in effect until the Indebtedness is paid in full, despite any interim period of no Indebtedness outstanding, and until this Note and the security documents are terminated by Lender. At Lender's request, Borrower shall execute a substitute negotiable demand promissory note for the full unpaid balance of this Note.

6. **PREPAYMENT FEE.** One or more Accounts, as specified above, have prepayment fee provisions subject to this section. Borrower agrees to pay Lender a Prepayment Fee upon any voluntary or involuntary early payment of principal according to Lender's Interest Rate Policy in effect at the time of such prepayment. A Prepayment Fee shall be charged upon the happening of either: a) the early payment of Account principal; or b) conversion of the interest rate program specified for the Account to another interest rate program before expiration of the interest rate program term. The Prepayment Fee amount shall be based on the length of the interest rate program term specified for the Account, the remaining time until the Lockout Period expires, if applicable, and the amount prepaid or converted to another interest rate program. Further, Borrower agrees that for any interest rate program specified for an Account subject to this provision to be eligible for conversion to another interest rate program prior to the expiration of the interest rate program term or the Lockout Period, whichever is applicable, Borrower shall first: a) pay the Prepayment Fee described herein, and b) obtain Lender's prior approval. Prepayment Fees are charged to at least partially compensate Lender for interest rate risk, additional costs and other operating expenses associated with the accounting and funding adjustments necessitated by prepayments on loans subject to certain interest rate programs; for example, the Lender may have borrowed specific funds for this Note which Lender must repay at a fixed future date and at a specific bond interest rate.
7. **DEFAULT RATE.** (Applies to Fixed Rate, LIBOR Fixed Rate and Lender's Prime Rate Accounts) In addition to Lender's options under the DEFAULT section of this Note, if an Event of Default or default occurs hereunder, or on any other Loan Document between Borrower and Lender, Lender, at its sole option, and after written notice to Borrower, may either:
 - (i.) Convert the interest rate(s) of one or more Account(s), as applicable to this loan, from the Fixed Rate, LIBOR Fixed Rate or Lender's Prime Rate to the then current Lender's Variable Rate for which this loan is eligible. Thereafter, all Lender's Variable Rate provisions as described in the Note section entitled LENDER'S VARIABLE INTEREST RATE shall apply to the converted Account(s); or
 - (ii.) Increase one or more Fixed Rate, LIBOR Fixed Rate or Lender's Prime Rate Account(s), as applicable to this loan, by up to 2.00% for the remainder of the term described in the Account(s). If instituted, this rate increase will also apply to delinquent payments and all other sums not paid when due.

At Lender's sole option, and after written notice to Borrower, Lender may convert an Account's interest rate back to the Fixed Rate, LIBOR Fixed Rate or Lender's Prime Rate described under its applicable Account(s) for the remainder of term described in the Account(s), provided that: a) Borrower has not been in default for 12 consecutive months following the cure of the original default giving rise to the rate change; and b) no subsequent default occurs.
8. **WAIVER OF NOTICE OF VARIABLE INTEREST RATE CHANGE** (Applies to Fixed Rate or LIBOR Fixed Rate Accounts). Borrower agrees to waive all notices of a change in Lender's Variable Rate during any period when the interest rate of any Account under this Note is fixed. If an Account is converted to the Lender's Variable Rate, Borrower understands that notice of changes in the Lender's Variable Rate shall be provided.
9. **EVIDENCE OF INDEBTEDNESS.** Advances, interest and other charges, and repayments shall be posted to Lender's accounting record, which record shall be evidence of the Indebtedness owing hereunder and under any Account(s) from time to time, and which record shall be admitted into evidence in any dispute involving this Note as prima facie evidence of the amount of the Indebtedness or any individual Account Indebtedness. Each statement of account sent to Borrower shall constitute an account stated, and shall be deemed accepted by and binding upon Borrower unless specific written objection thereto is received by Lender within 30 days after the

14. **RELEASES.** Lender may, at its sole option and without notice, release any part of the security described in the Loan Documents, or release any person or entity liable for or guaranteeing the Indebtedness, or agree to extend time for payment of the Indebtedness, or provide "borrower rights" under the Farm Credit Act without in any way affecting the lien thereof (except to the extent released) or without releasing any unreleased person or entity obligated to pay or guaranty the Indebtedness.

15. **AGENCY.** Each of the undersigned hereby appoints each of the other undersigned as his, her or its agent for purposes of the within obligations until written notice of termination of such agency is actually received by Lender.

NOT A CONSUMER TRANSACTION. Borrower acknowledges and agrees that this is not a consumer transaction.

THIS NOTE IS SUBJECT TO THE TERMS ON THE PREVIOUS PAGE(S) AND, WHEN APPLICABLE, THE TERMS ON ANY ATTACHMENTS OR RIDERS, ALL OF WHICH THE UNDERSIGNED HAVE READ PRIOR TO SIGNING.

Accepted and agreed to by each of the undersigned as of the date first written above:

Carlson Orchards Inc


By: Franklyn W. Carlson, President


Bruce E. Carlson, Individual


Robert W. Carlson, Individual


Franklyn W. Carlson, Individual

Signed and Sealed in the Presence of:


WITNESS To All



Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

FARMER-WINERY LICENSE

M.G.L. c. 138, § 19B

This Farmer-Winery License authorizes the following licensee to produce, rectify, blend, or fortify, keep and expose for sale and to sell wine containing not more than twenty-four percent alcohol by weight:

Carlson Orchards, Inc.

115 Oak Hill Road P.O.Box 359
Harvard, MA 01451

Approved by the Alcoholic Beverages Control Commission on December 04, 2019

Jean M. Lorizio

Jean Lorizio, Chairman

Crystal Matthews

Crystal Matthews, Commissioner

License Number: **FW-LIC-000132**

Record Number: **2019-000058-FW-REN**

Capacity: **More Than 20K but Less Than 100K Gallons**

THIS LICENSE WILL EXPIRE DECEMBER 31, 2020 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS PLACE WHERE IT CAN BE EASILY READ

SMART Program Discussion Points

- We have had a 260 ton decrease in MSW (household trash) which is 23.5% reduction in just the 6 months of operation. (Despite the initial 'clean out' of many households in anticipation of SMART)
- At this rate we might be able to reduce our MSW by 500 tons per year which would be a reduction of 45%.
- Construction and Demolition (C&D) amounts have remained about the same.
- Comingled (plastic and tin cans) has remained about the same.
- Paper has remained about the same number of hauls but wasn't weighed until they began charging \$60/ton in Dec. 2019. It has appeared that we have had an increase in paper and cardboard recycling that goes back to even before the start of the SMART program.
- Scrap metal has increased by about 12,000 pounds.
- We have had an increase in electronic recycling
- Glass has decreased by about 10 tons

Future Issues to Consider

- The cost (financial and in terms of manpower) to install a fiber optic line to transfer station to replace punch cards.
- The infrastructure at the transfer station is aging and is need of some ongoing replacements if we want to keep operating into the future.
- May require hiring of additional personnel to operate as additional features / security are added to the program
- Recycling is getting more complex and more difficult to manage and this will continue as we move forward.
- Our hauling and disposal contracts expire at the end of FY2021. I am asking the Select Board to seriously consider what we want to do after FY 2021 as the cost to operate the transfer station is going to increase dramatically.
- Mattresses are just something that I am tracking as we may be forced to recycle them in the future as they currently are disposed of in the C&D dumpster.
- We have some complaints about people not following the rules and placing all of their trash in the green bags. The guys float around and we monitor it to the best of our ability.

Transfer Station Waste Removal Amounts 2018

Month	Solid Waste in tons	Construction Debris in tons	Comingled in tons	Mixed Paper in tons	Scrap Metal in pounds	E-Waste in pounds	Glass in tons	Mattress
January	84.57	6.61	4.59	4 hauls	7720		8.04	
February	82.44	6.17	4.55	4 hauls	7240		7.53	
March	83.4	9.77	4.16	4 hauls	9880		6.19	
April	96.55	7.07	5.44	4 hauls	0	34 units	7.48	
May	106.03	18.8	4.7	5 hauls	20,220		0	
June	88.45	19.05	5.18	4 hauls	17,660		8.16	
July	83.17	12.38	4.77	4 hauls	25,520	1,641 lbs.	8.06	4
August	110.34	16.58	6.8	5 hauls	19,720		8.33	13
September	92.11	13.8	4.33	4 hauls	21,440	1,707 lbs.	7.86	16
October	99.68	18.67	4.44	5 hauls	7,620		7.88	13
November	89.93	11.71	4.47	4 hauls	20,060		8.41	12
December	87.82	11.17	5.64	4 hauls	9,540		7.81	6
	1104.49	151.78	59.07	51 hauls	166,620	0	85.75	64

Transfer Station Waste Removal Amounts 2019

Month	Solid Waste in tons	Construction Debris in tons	Comingled in tons	Mixed Paper	Scrap Metal in pounds	E-Waste in pounds	Glass in tons	Mattress
January	99.3	12.36	5.55	5 hauls	17,740	2,493	6.62	2
February	68.56	4.88	4.41	4 hauls				6
March	68.87	9.4	4.61	4 hauls	11,640			4
April	78.02	15.67	4.69	4 hauls	26,500	2,737	7.5	11
May	101.82	15.62	4.47	5 hauls	10,720		8.08	9
June	85.17	29.93	5.15	4 hauls	20,440		7.78	9
July	70	21.89	5.05	4 hauls	32,000		6.78	8
August	49.8	10.39	7.5	5 hauls			7.69	12
September	55.65	8.12	5.1	4 hauls	20,260		7.26	18
October	52.68	7.75	4.66	5 hauls	10,780	3,894	6.81	18
November	59.42	17.07	4.91	4 hauls	8,340		7.69	7
December	54.6	5.01	4.96	17.93	20,240		7.85	9
	843.89	158.09	61.06	17.93	178,660	9,124	74.06	113

Dept #

01430

FY2022

Dept Name:

Waste Collection and Disposal

Expense Acct#	Expense Account Name	Amount
52800	Transfer Station Hazardous Waste	4,500.00
52915	Transfer Station Electric	2,200.00
52920	Transfer Station Glass Removal	6,000.00
52925	Transfer Station Telephone	250.00
52935	Transfer Station Repairs	8,250.00
52940	Transfer Station Tires	800.00
52950	Transfer Station Trucking/Hauling	83,500.00
52961	Transfer Station Solid Waste	105,000.00
52962	Transfer Station Construction Debris	18,750.00
52963	Transfer Station Controlled Materials	8,000.00
52970	Transfer Station Consultant	6,000.00
54300	Transfer Station Supplies includes Senior Bags	6,800.00
?????	Transfer Station Paper Disposal	26,880.00
	Estimated Costs for FY 2022	
	56 paper hauls @ \$300 = \$16,500	
	12 glass hauls @ \$350 = \$4,200	
	28 comingle hauls @ \$325 = \$9,100	
	60 C & D hauls @ \$275 = \$16,500	
	135 MSW hauls @ \$275 = \$37,125	
	85 tons of glass @ \$70 = \$5,950	
	60 tons of comingles @ \$125 = \$7,500	
	150 tons of C & D @ \$125 = \$18,750	
	750 tons of MSW @ \$130 = \$97,500	
	600 tons of MSW would reduce cost by \$19,500	
	336 tons of paper @ \$80 = \$26,880	
	TOTAL EXPENSE BUDGET:	276,930.00

Transfer Station Equipment Age

Compactor #1

- Compactor is from before 2001 – unknown actual age
- Compactor Box is from about 1990

Compactor #2

- Compactor is from 2016
- Compactor Box is from about 1990

Compactor #3

- Compactor is from 2005
- Compactor Box is from 2005

Compactor #4

- Compactor is from 2008
- Compactor Box is owned by GW Shaw

Compactor #5

- Compactor is from 2008
- Compactor Box is owned by GW Shaw

Compactor #6

- Compactor is from 2019
- Compactor Box is from 2019

Glass Container #1

- Container Box is from before 2001 – unknown actual age

Glass Container #2

- Container Box is owned by GW Shaw

Open Top Dumpster #1

- Dumpster is from 2007

Open Top Dumpster #2

- Dumpster is from 1999

Oil Collection Unit

- Unit is from 2013

Antifreeze Collection Unit

- Unit is from 2013

OLD LIBRARY ACCESSIBILITY COMMITTEE
FINAL REPORT – JANUARY 2020

The Old Library Accessibility Committee was appointed by the Board of Selectmen in January 2016 and charged with investigating potential options for providing handicap access to the Old Library and, based on its investigation, recommend a preferred option. The Committee was comprised of 4 members: Selectmen Leo Blair and Lucy Wallace, Mark Mikitarian, representing the Harvard Cultural Collaborative, and Wendy Cote-Magan, an architect. Mikitarian was elected chair. In April Ken Swanton replaced Leo Blair whose term as Selectmen had ended. Ken Swanton had to resign in June 2019 when he moved from Harvard.

The first year was spent investigating the requirements for compliance with the Americans with Disabilities Act (ADA), including meetings with the state’s Architectural Access Board (MAAB) and the Town’s Building Inspector, and the various options that would be available to make the building ADA compliant. Of the several options considered, the Committee recommended to, and the Select Board endorsed, restoration of the original historic front entrance with a ramp paralleling the front of the building that would join the restored exterior stairs at the main floor of the Library. The existing side entrance would be removed. Pending completion of this option, the Committee recommended making the rear door accessible, provided a temporary variance was obtained from the MAAB waiving the need to correct the grade of the pathway to the rear door to conform to ADA standards. In addition, the Committee recommended retaining the services of a code compliance consultant to identify potential interior accessibility issues.

At the April 1, 2017 Annual Town Meeting \$20,000 was approved for design, engineering and cost estimating services to restore and make ADA compliant the historic front entrance. In addition, \$55,000 were approved for minimal upgrades to the rear door as the interim ADA-compliant entrance. Abacus Architects + Planners was retained and commenced work with the Committee in late April. Schematic drawings and a cost estimate were completed by the end of the summer. The November 2017 Special Town Meeting approved a total of \$472,000 to fund construction of “an ADA accessible front entrance and code compliance renovations, repairs, and improvements throughout the building” (\$50,000 from CPA Funds, \$39,000 being the unspent funds for the rear door, and \$383,000 to be financed through a borrowing). Because the building was being leased to a cultural non-profit organization, the Harvard Cultural Collaborative, the Town was able to apply to the Massachusetts Cultural Facilities Fund for funding this project. An application was submitted in January 2018 and a grant in the amount of \$192,000 was awarded in June.

With this project moving into the construction phase, the Select Board agreed to expand the Committee to include two additional members with construction and project management experience: Chris Cutler and Pete Jackson. In August the project went out to bid. Unfortunately, the bids came in significantly higher than the \$472,000 budgeted, with the lowest bidder, Rinaldi Inc., pushing the total project cost to \$672,000. At the October 2018 Special Town Meeting an additional \$200,000 was requested and approved. In late November, Rinaldi, Inc. took control of the site and Carl Sciple was retained by the Town as Clerk of the Works. It was expected the project would be completed in four months, but weather and other factors caused repeated delays in meeting the construction schedule. While the roof was not part of the project, it was apparent that the flat roof over the old south entry was leaking into the interior on both the first and basement floors. The Committee recommended and the Select Board agreed to fund a temporary fix to the roof, with the expectation the entire roof would be repaired or replaced within the next two to three years.

A Temporary Certificate of Occupancy was issued in May 2019, but as the front entry was still not serviceable, the Harvard Cultural Collaborative (dba Fivesparks) did not resume occupancy. (Among other items, the floor of the exterior vestibule needed to be tiled and the front door needed adjustment and a locking system needed to be installed.) Over the next few months as work focused on exterior landscaping and regrading of the site, Rinaldi focused on finishing the items on the “punch list” to the architects’ and Committee’s satisfaction. By late November, almost one year to the day from when Rinaldi took control of the site, the contract with Rinaldi was deemed complete and final invoices authorized for payment. Still to be completed, however, was installation of the card swipe locking system. The Selectmen, at the Committee’s request, had separated this task from Rinaldi’s contract and agreed to authorize up to \$5,000 in Rantoul Trust Funds for this work, should it be necessary. Jasonics Security Corporation completed installation of the card swipe system in December.

This project, unfortunately, took significantly longer than expected. However, with the historic front entrance restored and fully accessible, and the south-facing porch restored and enclosed with large windows, the Old Library has been returned to its earlier stateliness. And with its current tenant, Five Sparks, it again provides a venue for enriching the cultural life of the Town. While the Old Library Accessibility project has been completed, the Committee recognizes there are additional deferred maintenance issues to be addressed. The most urgent of these is to secure the exterior of the building in order to prevent further water infiltration, as proposed under Option 2 of the November 18, 2019 Gale Associates, which would include replacing the slate roof, replacing the gutter system and downspouts, cleaning the underground drainage system, repairing the masonry cornice, and repointing the mortar joints. Other tasks include replacement of the windows with more energy efficient windows, painting the exterior window sills and frames, and regular cleaning of the gutters. It is hoped that the hiring of a Town Facilities Manager will assure that these matters are addressed.

The success of this project was due in no small part to the commitment, skills and passion of the Committee – particularly Wendy Cote-Magan, who advocated for the historic integrity of the building, and Pete Jackson and Chris Cutler, the construction problem-solvers. The project did come in on budget, as well. Special thanks are also given to the Harvard Garden Club for its donation of funds for plantings and volunteers to install and care for the plantings.

Old Library Accessibility Committee:

Wendy Cote-Magan
Chris Cutler
Pete Jackson
Mark Mikitarian
Ken Swanton (resigned June 2019)
Lucy Wallace, Chair



**Select Board
Minutes**
Thursday, December 10, 2019 at 7:00pm
Town Hall Meeting Room, Harvard, MA

The meeting was called to order at 7:00pm by Chair Alice von Loesecke in the Town Hall Meeting Room. Select Board members Lucy Wallace and Kara Minar were in attendance as well as Town Administrator Tim Bragan. Board members Stu Sklar and Rich Maiore were absent.

Tax Classification Hearing

Alice von Loesecke explained the hearing held at the last meeting was advertised incorrectly therefore the hearing is being conducted again.

On a Wallace/Minar motion, the board voted unanimously in accordance with M.G.L., Ch. 40, Sec. 56, as amended, the percentage of local tax levy which will be borne by each class of real and personal property, relative to setting the Fiscal Year 2020 tax rates and set the Residential Factor at 1.0, with a corresponding CIP shift of 1.0, pending approval of the town's annual tax recap by the Massachusetts Department of Revenue.

The board members signed the LA5 form with the corrected date.

Materials for the Town Center Complete Streets Project

DPW Director Tim Kilhart and Jonathan Rockwell from TEC Products were present. Von Loesecke invited Congregational Church representative Paul Green, resident Ron Ostberg and Historical Commission Chair Pam Marston to participate in the discussion. She noted General Store owner Scott Hayward was invited but was unable to attend.

Von Loesecke explained the intent of the meeting is to decide on materials that will visually blend in with the historic town center. Rockwell answered questions and described materials available. Due to cost pavers were eliminated as an option. They discussed concrete versus asphalt, subbase, curbing, tinted concrete and crosswalk colors.

Resident Ostberg was most concerned for aesthetics and durability. He suggested consulting with the Tree Warden to avoid any damage to trees on the common.

Historical Commission Chair Pam Marston explained they can only advise but are unable to endorse. In general they desire maintaining the rural character with the least amount of change. She noted the commission is not against change and support progress.

Congregational Church Representative Paul Green said the church's focus is on practical, safe and aesthetically pleasing improvements. .

They spent time debating various options on how best to address the corner in front of the General Store such as planters, signs or maybe a small garden area; no decisions was not made at this time.

The Select Board members agreed with 4' sidewalks, thermoplastic crosswalks with a ladder design spaced as far apart as legally possible, sharrows (shared lane markings for bicycles and automobiles) in roadway and use of untinted concrete.

The meeting was adjourned at 9:20pm.



**Select Board
Minutes**

**Thursday, December 19, 2019 at 9:00am
Town Hall Meeting Room, Harvard, MA**

The meeting was called to order at 9:00am by Chair Alice von Loesecke in the Town Hall Meeting Room. Select Board members Lucy Wallace, Rich Maiore and Kara Minar were in attendance as well as Town Administrator Tim Bragan, Assistant Town Administrator Marie Sobalvarro and Executive Assistant Julie Doucet. Board member Stu Sklar was absent.

Annual license renewals

Executive Assistant Julie Doucet prepared the annual licenses for approval. She confirmed all taxes were paid to date and all food establishments are in good standing per Board of Health regulations. Some licenses had additional items to provide therefore the board decided to approve licenses pending required information.

On a Wallace/Maiore motion, the board voted unanimously to approve annual licenses subject to each licensee completing what is required and fees paid by December 31, 2019 by 4pm.

Minutes

On a Wallace/Minar motion, the board voted unanimously to approve minutes of 11/19, as presented.

Town Administrator Report

Bragan reported on the following items:

- Proposed marijuana establishment at 92 South Shaker road will be for cultivation. The public outreach meeting is this evening Thursday, December 19, 2019 at Town Hall at 7PM. Resident Lucas Thayer is acting as the agent for the applicant for the grow site.
- Harvard received \$3,500 grant from the Municipal ADA Improvement Grant Program operated by the Massachusetts Office on Disability. This is the grant the Assistant Town Administrator applied for to have assisted listening devices here in the meeting room. Congratulations to Marie.
- Parking expansion project for the Fire Department has hit a roadblock in that the gas line is not where we originally thought it was but instead goes right through where we would be breaking or blasting ledge. The DPW Director, the Fire Chief, and Bragan will be meeting to see if there is another alternative.
- Last week Bragan was asked about the Old Library after he sent an email calling for the closure of the building. This was in direct response to the "urgent" notification that water was getting into the building at the site of the old side entrance, which is now an interior portion of the building. Members requested the flat roof be checked. Bragan said the issue is not the flat roof membrane. This is knowledge from personal experience (having an office in the building for a year); looking at the S.I. Services, Inc. estimate; and the Gale Report. The issue is the pitted gutter along with brick and mortar decay. This is not something that can be easily fixed and in fact if additional money is approved there is a timeline that must be followed. The reason he called to close the building was so the tenant would not have to deal with the issue. The DPW Director Tim Kilhart has since purchased a wet vacuum and has placed it at the old library.
- Old Library Accessibility project has been closed out and there is only ~\$5,951 left in the account. Fire Safety Testing is still necessary.
- The IT contract has been put out for responses. Project will move forward in February.
- CPIC has determined they will finalize their recommendations for funding on January 6th and make a presentation to the Select Board and Finance Committee on the 7th at the Select Board meeting.
- The Finance Committee will hold a meeting on Saturday, January 4, 2020 at 9AM to hear a presentation of the proposed School Budget. All are invited and encouraged to attend.

- Town Hall will close at 1:00pm on Christmas Eve Day, Tuesday December 24, 2019 and will be closed on Christmas Day, December 25, 2019 and will reopen at 10am on Thursday, December 26, 2019.
- Transfer Station Holiday Hours: The Transfer station will be closed on December 25th and January 1st but will be open on Thursday, December 26th and Thursday, January 2nd from 6:30am - 11:30am.
- Distributed Select Board Budgets for FY2021
- All small warrant articles are due to my office by January 15, 2020.
- Town reports are due to Julie by Monday, January 27, 2020.
- The Moderator is currently looking for two people to serve as Associate Members on the Finance Committee.

Review of Select Board Goals

The board members reviewed their goals commenting on progress, brainstorming ideas, making clarifications and establishing additional action items.

- Rich Maiore requested time on the January 7th meeting to discuss the Master Plan Select Board action items.
- They decided to hold an All Boards Meeting in early February.
- Bragan said the process of hiring a full time Building Commissioner/Facilities Manager has proven to be more difficult than expected. A promising interview was held this week. A replacement in January is ideal.
- Von Loesecke suggested utilizing the Parent/Teacher Organization (PTO) with outreach for volunteers.
- Kara Minar will follow up with the Community & Economic Development Director Chris Ryan for the final traffic report on the roundabout on Ayer Road and commercial district vision.
- Maiore is gathering feedback and information in preparation for a communication plan.
- Hildreth House Phase II subcommittee has requested the project as submitted to capital be separate from any additional costs triggered by code compliance for an enclosed connection between buildings.
- Recreation Director Position is not feasible in this fiscal year.
- DPW union contract not settled due to change in personnel at AFSCME (union advocate).
- Wallace suggested updates on the Hildreth Elementary School (HES) building project be broadened to residents who are not connected to the school community.
- They will expand discussion on future plans for not only the Bromfield House but the old library as well.

Rich Maiore exited the meeting at 10:00am.

Senior Housing Committee charge

Von Loesecke does not want the scope to be limited to only the town center and believes this committee may duplicate efforts of the Municipal Affordable Housing Trust (MAHT). They decided to share the draft with the Community & Economic Development Director Chris Ryan and the MAHT.

Department of Public Works Director contract

On a Wallace/Minar motion, the board voted unanimously to approve contract for Tim Kilhart through 2022.

Appointments

On a Minar/Wallace motion, the board voted unanimously to appoint Alice von Loesecke as liaison to the Permanent Building Committee and Lucy Wallace to the MVP subcommittee. On a Wallace/von Loesecke motion, the board voted unanimously to appoint Kara Minar to the MDI Committee.

Disbanding of ad-hoc Committees

Transfer Station Committee: continue through first full year of the new SMART program.

Old Library Accessibility Committee: Wallace will submit final report; then official disbanding of committee with thank letters sent to committee members.

Select Board Reports

Minar reported the Community Aggregation is going well.

They discussed how best to proceed with decisions on the Bromfield House and old library buildings.

The meeting was adjourned at 10:45am.

Documents referenced:

2020 annual license renewal checklist

FY20 Select Board Goals

Senior Housing Committee draft charge – dated 12.9.2019

TOWN OF HARVARD

VOLUNTEER APPLICATION (12/02/2008)



Thank you for your interest in serving the town of Harvard. Please complete this application to be kept informed of volunteer opportunities and/or to apply for a specific position or fill a vacancy when one occurs. You may be also be contacted based on your stated areas of interest for other opportunities to volunteer. Your application will be kept on file for 3 years.

Date of Application: April 19, 2018

Applicant Information:

Name: Rich Marcello

Address: 24 cove drive

Home/Work Phone # 5083313467

Mobile Phone# 5083313467

Email Address: Rich.marcello@gmail.com

Indicate below which Board(s) or Committee(s) are of interest to you:

Harvard Cultural Council

Have you previously been a member of a Board, Committee or Commission (either in Harvard or elsewhere)? If so, please list the Board name and your approximate dates of service:
Planning Board

Do you have any time restrictions?

YES

NO

No I

Are you a registered voter?

YES

NO

Please list your present occupation and employer (you may also attach your résumé or CV)

Novelist

Do you, your spouse, or your employer have any current or potential business relationship with the Town of Harvard that could create a conflict of interest? (If YES, please describe the possible conflict) No

Please outline any education, special training or other areas of interest you have that may be relevant to the appointment sought.

I'm a novelist, poet, and musician.

Received by Town of Harvard

Return to: Town Of Harvard, 13 Ayer Road, Harvard MA 01451 or email jdoucet@harvard.ma.us

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

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 said city or town who are qualified to vote in Primaries to vote at:

Precinct 1, The Bromfield School, 14 Massachusetts Avenue

on **TUESDAY, THE THIRD DAY OF MARCH, 2020**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the Presidential Primaries for the candidates of political parties for the following offices:

PRESIDENTIAL PREFERENCE FOR THIS COMMONWEALTH
STATE COMMITTEE MAN MIDDLESEX AND WORCESTER SENATORIAL DISTRICT
STATE COMMITTEE WOMAN . . MIDDLESEX AND WORCESTER SENATORIAL DISTRICT
TOWN COMMITTEE TOWN OF HARVARD

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this ____ day of January, 2020.

SELECT BOARD OF HARVARD

I hereby certify that I have posted three attested copies of the warrant for the State Primary Election, one at Town Hall, one at the Post Office in Harvard, and one at the Post Office in Still River, as directed by the vote of the Town, seven days at least before the time of holding said meeting.

_____, 2020.
Gregory Newman, Constable (month and day)

Warrant must be posted by **February 25, 2020**, (at least *seven days prior* to the **March 3, 2020**,
Presidential Preference Primary).

**COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH**

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 said city or town who are qualified to vote in Special State Primaries to vote at

Precinct 1, The Bromfield School, 14 Massachusetts Avenue

on **TUESDAY, THE THIRD DAY OF MARCH, 2020**, from 7:00 A.M to 8:00 P.M. for the following purpose:

To cast their votes in the Special State Primaries for the candidates of political parties for the following offices:

REPRESENTATIVE IN GENERAL COURT . . . FOR THE 37th MIDDLESEX DISTRICT

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of January, 2020.

SELECT BOARD OF HARVARD

I hereby certify that I have posted three attested copies of the warrant for the Special State Primary Election, one at Town Hall, one at the Post Office in Harvard, and one at the Post Office in Still River, as directed by the vote of the Town, seven days at least before the time of holding said meeting.

_____, 2020.
Gregory Newman, Constable (month and day)

Warrant must be posted by **February 25, 2020**, (at least *seven days prior* to the **March 3, 2020**, Special State Primary).

Jan 12, 2020

To: The Select Board

Re: Request to run the 2020 Harvard Townwide Roadside Trash Cleanup & Garlic Mustard Pull

Dear Select Board,

We are writing to request permission to run the 5th annual Harvard Townwide Roadside Trash Cleanup & Garlic Mustard Pull.

Here are the 2019 numbers:

- Over 330 bags of trash collected and garlic mustard pulled (350 in 2018)
- 95 groups signed up
- Over 225 residents participated, including the Girl Scouts, Cub Scouts, Acton-Boxboro Rowers, and several groups (Green Team and Bravehearts)
- Approximately 60 (of 69) miles of Harvard's roads were picked up

We would like to hold the 2020 Roadside Trash Cleanup from Thursday April 23 – Sunday April 26. We will hand out supplies on Wednesday April 22 and Saturday April 25.

We are asking for:

- Permission to hold the event April 23-April 26
- DPW support to collect the bags on Monday April 27
- Financial support of maximum \$300 (to buy 400, yellow, 12-16 gallon bags; ~15 boxes of latex gloves; printing of posters; miscellaneous)

We do not expect any complications between the Cleanup and the new SMART program. Most of our volunteers have repeated over the past several years. In addition, we have 4 years of data on how much trash was collected on each road. We plan to calculate the average and use that information to distribute bags. The largest change is that everyone will have to use the yellow bags this year.

We want to thank you again for your support of the 2016-2019 Cleanups, and the town's financial support of the 2018 and 2019 Cleanup. We hope that you will support and give us permission to hold the 2020 Cleanup.

Sincerely,

Paul Green, Libby Levison, Brian McClain, Jessie Panek, Barbara Romero