



Posted 12.30.2021 at 2:30pm by JAD

**SELECT BOARD
AGENDA
Tuesday, January 4, 2022
7:00pm**

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

UpperTH ProWebinar is inviting you to a scheduled Zoom meeting.

Topic: Select Board

Time: Jan 4, 2022 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84444532368?pwd=YVZ0a3FETehjTWMOZHdkNIJLYIB2QT09>

Meeting ID: 844 4453 2368

Passcode: 870932

Find your local number: <https://us02web.zoom.us/u/kd5oG8AVhv>

+1 253 215 8782 US

One tap mobile

+1 301 715 8592 US

+13126266799,,123906012# US (Chicago)

+19294362866,,12390012# US (New York)

Agenda Items

- 1) Monty Tech Rep : (7:00)
 - a) Acknowledge resignation of Amy Morton
 - b) Appoint Jeanne Bartlett as new representative.
- 2) Discuss ARPA Consultant possibility with Finance Director (7:05)
- 3) Approve Minutes 12/7 (7:15)
- 4) Public Communication (7:20)
- 5) Staff Report/Updates (7:25)
- 6) Action/Discussion items:
 - a) Bromfield House – MOU/Lease follow-up (Erin McBee)
 - b) Update on Friendly Crossways
 - c) Discuss and act on the Code of Conduct
 - d) Review of Select Board Budgets and Overall Budget Changes
- 11) Select Board Reports

***Next Regular Select Board Meeting
Tuesday, January 18, 2021
7:00pm***

All times are approximate except for scheduled public hearings.

From: Contact form at Town of Harvard MA <cmsmailer@civicplus.com>
Sent: Tuesday, December 21, 2021 6:49 PM
To: Marlene Kenney <mkenney@harvard-ma.gov>
Subject: [Town of Harvard MA] Monty Tech School Committee (Sent by Amy Morton, ammorton@wpi.edu)

Hello mkenney,

Amy Morton (ammorton@wpi.edu) has sent you a message via your contact form (<https://www.harvard-ma.gov/user/1413/contact>) at Town of Harvard MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.harvard-ma.gov/user/1413/edit>.

Message:

Hi Marlene,

I am writing to let you know that due to my schedule I needed to step down from the Monty Tech School committee. Jeanne Bartlett was recommended by Dr. Dwight and I have met with her several times. She attended the December meeting and is planning to start in January. She will be submitting the form required.

Thanks so much!

Amy

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: December 22, 2021

Applicant Information:

Name: Jeanne Bartlett

Address: 4 Mettacomet Path, Harvard MA 01451

Home/Work Phone # [REDACTED] **Mobile Phone#** [REDACTED]

Email Address: [REDACTED]

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

Monty Tech's School Committee Member

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:

No

Do you have any time restrictions?

I work full time 8-5.

YES

NO

Are you a registered voter?

YES

NO

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

I'm a Senior Accountant at ReversingLabs

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.

My son, Landen, attends Monty Tech. I have a vested interest to assist in student achievements, support teachers and staff at Monty Tech.

Received by Town of Harvard

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

Fw: [External] ARPA Reporting

Jared Mullane <jmullane@harvard-ma.gov>

Wed 12/1/2021 5:37 PM

To: Tim Bragan <tbragan@harvard-ma.gov>

Cc: Marie Sobalvarro <msobalvarro@harvard-ma.gov>; Julie Doucet <jdoucet@harvard-ma.gov>

 1 attachments (224 KB)

ARPA Finance Consulting Support.pdf;

Tim

Attached is the proposal from Hannah York at Clifton Larson Allen for assisting the town with ARPA. If this is agreeable to you, could you present this to the SB at their next meeting?

The maximum fee including the 5% technology fee is less than 1% of our allotment and can be charged directly to the grant. I think this could be beneficial with the State unable to provide any assistance.

Jared

Jared Mullane
Finance Director/Town Accountant
13 Ayer Road
Harvard, MA 01451
(T) (978) 456-4100 x320
(F) (978) 456-4113

Beginning Monday, August 30th my new email address will be jmullane@harvard-ma.gov

From: York, Hannah <Hannah.York@claconnect.com>**Sent:** Wednesday, December 1, 2021 5:11 PM**To:** Jared Mullane <jmullane@harvard-ma.gov>**Subject:** RE: [External] ARPA Reporting

Jared,

Attached is our engagement letter.

Thank you,

**Hannah York, CPA, CGA**

Principal

State and Local Government

CLA (CliftonLarsonAllen LLP)

Direct 781-402-6430hannah.york@CLAconnect.comCLA is an independent member of Nexia International. See [member firm disclaimer](#) for details.

From: Jared Mullane <jmullane@harvard-ma.gov>
Sent: Monday, November 29, 2021 10:09 AM
To: York, Hannah <Hannah.York@claconnect.com>
Subject: Re: [External] ARPA Reporting

You don't often get email from jmullane@harvard-ma.gov. [Learn why this is important](#)

Think Security – This email originated from an external source. Be cautious with any links or attachments.

Can you elaborate on the processes and internal controls that would be put in place? Let me know if a phone call would be easier to discuss.

Jared Mullane
Finance Director/Town Accountant
13 Ayer Road
Harvard, MA 01451
(T) (978) 456-4100 x320
(F) (978) 456-4113

Beginning Monday, August 30th my new email address will be jmullane@harvard-ma.gov

From: York, Hannah <Hannah.York@claconnect.com>
Sent: Monday, November 29, 2021 9:59 AM
To: Jared Mullane <jmullane@harvard-ma.gov>
Subject: RE: [External] ARPA Reporting

Jared,

We charge on an hourly basis at our standard rates, that range from \$150-230 an hour plus a 5% technology fee. Our fees are able to be charged to ARPA under the administration category. Are you looking for just reporting or assistance with setting up processes, internal controls, etc?

Thank you



Hannah York, CPA, CGA
Principal
State and Local Government
CLA (CliftonLarsonAllen LLP)

Direct 781-402-6430
hannah.york@CLAconnect.com

CLA is an independent member of Nexia International. See [member firm disclaimer](#) for details.

From: Jared Mullane <jmullane@harvard-ma.gov>
Sent: Saturday, November 27, 2021 4:23 PM
To: York, Hannah <Hannah.York@claconnect.com>
Subject: [External] ARPA Reporting

You don't often get email from jmullane@harvard-ma.gov. [Learn why this is important](#)

Think Security – This email originated from an external source. Be cautious with any links or attachments.

Hi Hannah,

We're interested in having a firm do the ARPA reporting for us. Can you give me a quote?

Thank you.

Jared Mullane
Finance Director/Town Accountant
13 Ayer Road
Harvard, MA 01451
(T) (978) 456-4100 x320
(F) (978) 456-4113

Beginning Monday, August 30th my new email address will be jmullane@harvard-ma.gov

The information (including any attachments) contained in this document is confidential and is for the use only of the intended recipient. If you are not the intended recipient, you should delete this message. Any distribution, disclosure, or copying of this message, or the taking of any action based on its contents is strictly prohibited.
CliftonLarsonAllen LLP

Town of Harvard
December 1, 2021



CliftonLarsonAllen LLP
CLAconnect.com

December 1, 2021

Timothy Bragan, Town Administrator
Town of Harvard
13 Ayer Road
Harvard, MA 01451

Dear Mr. Bragan:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CliftonLarsonAllen LLP (CLA) will provide for the Town of Harvard ("you," "your," or "the Town").

Hannah York, CPA, is responsible for the performance of the services identified in this agreement.

Scope of professional services

CLA will provide Financial Consulting related to COVID-19 Pandemic, including:

- Assist the Town in determination of allowable expenses under ARPA
- Assist the Town with tracking and reporting of ARPA funds
- Other ARPA related finance support, as requested

We will comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity's financial statements that may not be identified as a result of misrepresentations made to us by you.

For all consulting services we may provide to you, management agrees to assume all management responsibilities; oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Fee

Our fees for these services will be based on actual time at \$150-\$250 per hour, depending on the level of experience needed. Our professional fees will be billed based on the time involved and the degree of responsibility and skills required, with our total fee not to exceed \$15,000. We will also bill a technology and client support fee of five percent (5%) of all professional fees billed.

Our invoices for these services will be rendered each month as work progresses and are payable on presentation. Terms of payment for services are net 10 days. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Limitation of remedies

Our role is strictly limited to the engagement described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the Commonwealth of Massachusetts, without giving effect to choice of law principles.

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions, or results of this engagement, except to the extent authorized by this agreement. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this agreement, but any recovery on any such claims shall not exceed the fees actually paid under this agreement by you to CLA.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced separately within twenty-four (24) months ("Limitation Period") after the date when we deliver such services under this agreement to you on which the dispute is based, regardless of whether any CLA party provides other services for you under this agreement, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

Town of Harvard
December 1, 2021

Service satisfaction

If you are not completely satisfied with the services performed by CLA, we will take reasonable corrective action to satisfy you, and then if you are not completely satisfied, we will accept a portion of the fees that reflects your level of satisfaction. Upon full payment of our invoice, we will assume you are satisfied with our work and our service commitment will have been fulfilled.

To ensure that our services remain responsive to your needs, as well as fair to both parties, we will meet with you throughout the term of the agreement and, if necessary, revise or adjust the scope of the services to be provided and the fees to be charged.

Furthermore, it is understood that either party may terminate this agreement at any time, for any reason, by giving 30 days written notice to the other party. In that event, the provisions of this agreement shall continue to apply to all services rendered prior to termination. It is understood that any unpaid fees that are owed or invoices that are outstanding at the date of termination are to be paid in accordance with the terms of this agreement.

Other provisions

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

We will be responsible for our own property and casualty, general liability, and workers compensation insurance, taxes, professional training, and other personnel costs related to the operation of our business.

When performing the services above, we will utilize the resources available at the entity to the extent practical to continue development of your personnel. During a portion of our work, we may require the use of your computers. We will try to give you advance notice and coordinate our use so it does not interfere with your employees.

The relationship of CLA with the entity shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

Accounting standards and procedures will be suggested that are consistent with those normally utilized in an entity of your size and nature. We will require management to approve any changes in the application of accounting standards and procedures at the entity. Internal controls may be recommended relating to the safeguarding of the entity's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The entity agrees that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this engagement.

Technology

CLA may, at times, use third-party software applications to perform services under this agreement. You authorize CLA to sign on your behalf any vendor agreements applicable to such software applications. CLA

Town of Harvard
December 1, 2021

can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, date, and return the signed copy to us.

Sincerely,

CliftonLarsonAllen LLP



Hannah York, CPA
Principal
Phone: 210-347-9233
Hannah.York@CLAconnect.com

Response:

This letter correctly sets forth the understanding of the Town of Harvard.

Authorized management signature: _____

Title: _____

Date: _____



Select Board Minutes
Tuesday, December 7, 2021
7:00pm

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

Select Board participants:

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

Town Department attendees:

Town Administrator Tim Bragan, Executive Assistant Julie Doucet, Regional Assessor Mike Saltsman, Community & Economic Development Director Chris Ryan, DPW Director Tim Kilhart

Additional participants:

Frank Carlson, John Connell, Planning Board Chair Justin Brown, ZBA Chair Chris Tracey, Lucy Wallace, Michelle Girard, Terry Symula, Elizabeth David-Edwards, Wayne Beeson and John Mark Walker

Public Hearing for the renewal of Carlson Orchards farmer series pouring permit

Chair Stu Sklar announced this is a routine renewal hearing. Owner Frank Carlson was present along with his attorney John Connell. Carlson confirmed his Farmer Winery license from the state has been renewed. Town Administrator Tim Bragan reminded the Select Board that the Board of Health has specific occupancy limits based on title five requirements. Frank Carlson is aware of these limitations and will work directly with the Board of Health.

Frank Carlson requested a change in hours. He asked for the liquor serving hours on Tuesday and Wednesday be extended to 8pm. He indicated these days are solely for private events and for those coming after regular work hours, say 4 or 5pm, an end time of 6pm was less desirable.

Questions/Comments from the public

Kerri Green, Oak Hill Road, asked if the request to change the hours should have been included in the legal notice. Bragan said the board has the ability to revise the license conditions during this hearing however Executive Assistant Julie Doucet did confirm she was never made aware of any requests for changes from the license holder prior to this evening. As a direct neighbor, Green does not support a change in hours.

Beth Williams spoke in favor of the license being renewed will the additional hours requested for private events. In her opinion, Carlson Orchards has done a great job during Covid to pivot on operations as needed.

Select Board Deliberation

As part of the renewal process for the orchard, the Select Board members reviewed the current conditions and discussed the request to extend hours on Tuesday and Wednesday. The board members agreed the conditions for the liquor license should not be confused with operations during the picking season. Kara Minar questioned if the increase in hours may create a more intensive use on Tuesdays and Wednesdays. Erin McBee admitted she was uncertain about agreeing to the extension in hours. The

members decided if the time is extended to 8pm on Tuesday and Wednesday then it must be specific for private events only.

After more discussion they decided on the following amended conditions:

- Alcoholic beverages may be served between the hours of 11:00AM and 8:00PM on Tuesdays and Wednesdays for private events only.
- The licensed premises must comply with the occupancy designation and limit, as determined by the Town's Board of Health and the Town's Building Commissioner in accordance with the Massachusetts State Building Code.
- At all times and when any events occur where there will be an estimated 100 or more attendees/participants on the licensed premise, a police detail shall be arranged in advance.

By a roll call vote, Minar – aye, McBee – nay, Maiore – aye, von Loesecke – aye, Sklar – aye, the board voted to approve license conditions as amended. (4-1)

Tax Classification Hearing

Associate Regional Assessor Mike Saltsman said each year the Select Board holds a hearing to determine the percentage of the Town's property tax levy to be borne by each property class. Saltsman reviewed the valuations by class and the summary of assessments. He noted Harvard is primarily residential therefore it would take a large shift to yield a modest residential tax reduction. He highlighted property values have increased in response to the rising housing market. The Town Assessor recommends that the Select Board adopt a single tax rate to be applied across all classes of property in Harvard.

By a roll call vote, von Loesecke – aye, Minar – aye, Maiore – aye, McBee – aye, Sklar – aye, the Harvard Select 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 2022 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

Ayer Road Vision Plan – Phase 1 RFP Process

Community & Economic Director Chris Ryan and Planning Board Chair Justin Brown came to provide an update and recommendation on which firm to contract with for the market analysis. Brown reported two firms' submitted proposals.

Brown outlined the process followed:

- Conducted review of each proposal
- Administered preliminary written questions to each respondent
- Interviewed each respondent on virtual platform
- Sent follow up questions to each respondent
- Contacted at least four references for each respondent

The review team recommends Harvard contract with The Chesapeake Group TCG/Tischler-Bise. This firm has an extensive track record with small- and medium-sized municipalities for similar municipal work, extensive experience conducting fiscal impact analyses for cities and towns and they have received glowing reviews from references. ZBA Chair Chris Tracey served on the review team and was extremely pleased with the process. He complimented the efforts of those working on behalf of the town. Tracey mentioned this is an opportunity to do something phenomenal.

The Select Board members thanked Ryan, Tracey and Brown for their efforts. By a roll call vote, Maiore – aye, McBee – aye, Minar – aye, von Loesecke – aye, Sklar – aye, the board voted unanimously to support recommendation from the Planning Board to hire The Chesapeake Group.

DPW facility space and needs assessment

DPW Director Tim Kilhart came to review the report completed by CBT Inc. The study included evaluation of existing conditions, code requirements, analysis, recommendations, project priorities & alternates and a schedule/cost estimates. Kilhart has been consulting with the Permanent Building Committee in an effort to decide where this project fits best in the larger capital plan. He said this project was initially added into the plan by his predecessor. The Select Board members were not surprised by the findings in the report. Kara Minar advocated for involvement by the Energy Advisory Committee on this project. By a roll call vote, McBee – aye, von Loesecke – aye, Maiore – aye, Minar – aye, Sklar – aye, the board voted unanimously to move project to the Capital Planning & Investment Committee.

Update on Nashua, Squannacook & Nissitissit Rivers Wild & Scenic Stewardship Council

Harvard representatives Lucy Wallace and Michelle Girard came to share a report highlighting the accomplishments of the council over the past year. Wallace announced the council will be offering the grant program again this year. She strongly encouraged organizations in Harvard to apply. Michelle Girard said there is quite a range of opportunities. Wallace spoke briefly about the Forest Legacy application that was submitted to the Federal Forest Legacy Program. They were able to identify almost 2,500 acres for protection. She said people can learn more about their efforts by visiting their website. <https://www.wildandscenicnashuarivers.org/>

Update on thickly settled areas in town (Attachment A)

Volunteer Peter Dorward shared the zones he has identified as thickly settled. The definition for thickly settled or a business district: territory contiguous to any way which is built up with structures devoted to business, or the territory contiguous to any way where the dwelling houses are situated at such distances as will average less than two hundred feet between them for a distance of a quarter of a mile or over. Dorward worked with Richard Wilson from the Dept. of Transportation. By a roll call vote, Minar – aye, McBee – aye, Maiore – aye, von Loesecke – aye, Sklar – aye, the board voted unanimously to approve thickly settled areas for those noted in the analysis done by Peter Dorward with the value zero in allowed zone length.

Public Communication

Wade Holtzman, Bolton Road, said speed continues to be an issue on Bolton Road. He has spoken with Acting Chief Babu who plans to place a speed sign in front of his home in the spring. He has noticed officers an increase in officer presence.

Sharon Cronin, Slough Road, offered her support and encouraged the Select Board to vote in support of the use of the Bromfield House for Afghan refugees.

Bev Rodrigues, Old Littleton Road, asked the Select Board members to affirm the vote taken at the special town election to preserve the Bromfield House. She requested time on the Select Board agenda to discuss this further. She urged the board to affirm this vote assuring town's people their commitment to sell the Bromfield House.

Lucy Wallace, Orchard Hill Road, suggested a closer look at Orchard Hill per the thickly settled material provided.

Pete Jackson, Bromfield Trustee, said the Bromfield House is not in compliance with the court decree which requires educational purposes for the use of that building. Once the school administration offices vacated the building the appropriate usage was negated. Jackson stated if the Select Board continues to delay on disposition or takes action not within the guidelines the trustees will take action against the town. He said the proposal for use of the Bromfield House for Afghan refugees would not comply with the court decree. The trustees will work with the Select Board to move the process of selling the property as a private residence along.

Harvard Neighborhood Support Team (NST) & Afghan Refugee resettlement

Request to lease Bromfield House

Resident Terry Symula explained NST and Ascentria Care Alliance have partnered to meet this need in Massachusetts, New Hampshire, and the greater New England areas by pioneering an innovative resettlement model built around the formation of Neighborhood Support Teams (NSTs). Powered by the generosity of our communities, each NST is composed of 20-30 volunteers who welcome and support one Afghan family in their community under the guidance of an Ascentria case manager. Symula is compelled to help and find a way to make this happen in Harvard and thought the Bromfield House could be a perfect option. She is working with Elizabeth David-Edwards and Wayne Beeson. David-Benson has worked in refugee resettlement most of her career and provided more details on how the NST program works. Wayne Beeson evaluated the Bromfield House in order to gain a sense of what improvements will be necessary. The Select Board members were open to the idea however a lease of town property would require a special town meeting. Another question falls with the legalities of what is an allowable use for this property. Board members asked questions about how long the Bromfield House would be needed and how would transportation work with the refugees. Symula assured the board that all the logistics pertaining to the Afghan family would be handled by NST. Everyone agreed not having the building vacant is a positive as well. In addition, Bragan noted the need for the Water/Sewer Commission to approve an increase in flow for this building from office space to living quarters which requires proof it is a demonstrable benefit. This would need to be done regardless if the building is leased or sold as a private residence. The board instructed Bragan to consult with legal counsel on this concept and they will revisit this at their December 21st meeting.

Staff Report and updates (Attachment B)

Due to the late hour the board decided to move the following items to their December 21st meeting:

- Approve minutes of 11/9 & 11/16 (8:15)
- Finalize liquor license conditions for the Bowling Alley and vote to issue license for 2022
- Review and discuss draft charge for Climate Resiliency Action Committee

Community Preservation Committee appointment

By a roll call vote, Minar – aye, McBee – aye, Maiore – aye, von Loesecke – aye, Sklar – aye, the board voted unanimously to appoint John Mark Walker to the Community Preservation Committee.

Update on Police Chief Search

Tim Bragan announced there are six finalists and the committee recommends strongly advancing two for

final interviews. By a roll call vote, Minar – aye, McBee – aye, Maiore – aye, von Loesecke – aye, Sklar – aye, the board voted unanimously to advance two qualified nominees for Police Chief.

The meeting was adjourned at 10:10pm

Documents referenced:

Carlson Orchards conditions – dated August 2021

Hearing notice – dated 11.19.2021

Tax Classification Hearing material – dated 12.7.2021

Ayer Road Vision Plan – dated 12.7.21

DPW Facility Report – dated 11.3.2021

Wild & Scenic update – dated November 2021

NST handout – December 2021

Thickly Settled material – dated 12.6.2021 (Attachment B)

Walker vol form – dated 11.18.2021



CODE OF CONDUCT FOR ELECTED AND APPOINTED OFFICIALS

I. Purpose

The following policy sets forth guidelines to serve as a template for maintaining high levels of public confidence by demonstrating professionalism and mutual respect among members of boards, committees and commissions in the Town of Harvard.

Ideally all board and committee members will strive at every meeting, forum, or other official interaction to treat each person fairly and with respect, regardless of any differences of opinion.

This policy provides a centralized standard of conduct for all elected and appointed officials in the Town.

II. Applicability

This policy and its sections will apply to all elected and appointed officials acting on behalf of the Town, and covers their actions and communications (whether spoken or written) including but not limited to all electronic communications including social media.

III. Code of Conduct

All elected and appointed officials are expected to act honestly, conscientiously, reasonably, and in good faith at all times regarding their responsibilities, the interests of the Town, and the welfare of its residents.

Elected and appointed officials must refrain from communicating or acting in a disrespectful, abusive and/or threatening manner towards members of the community, other elected or appointed officials, the Town Administrator or Town Staff.

Moreover, all elected and appointed officials must fully comply with the Town's Anti-Harassment and Anti-Discrimination Policy.

A. Conduct generally and in relation to the Community

- Be well informed concerning the local and State duties of a board/committee member.
- Never purport to represent the opinion of your board/committee except when specifically authorized by a recorded vote to do so.
- Accept your position as a means of unselfish public service, not to benefit personally, professionally, or financially from your position.

- Recognize that the chief function of local government at all times is to serve the best interests of the community.
- Demonstrate respect for the public that you serve.
- Safeguard confidential information.
- Conduct yourself so as to maintain public confidence in our local government.
- Unless specifically exempted, conduct the business of the public in a manner that promotes open and transparent government.
- Comply as fully as possible with all Town policies and applicable laws, including
 - Anti-harassment and Anti-discrimination Policy
 - Anti-fraud Policy
 - The Open Meeting Law
 - Procurement Laws (G.L. c.30B, G.L. c 30 s. 39M, G.L. c.149)
 - The Ethics/Conflict of Interest Statute (G.L. c.268A)

B. *Conduct in relation to other elected and appointed officials*

- Treat all members of your board/committee with respect despite differences of opinion; keeping in mind that professional respect does not preclude honest differences of opinion, but requires respect *within* those differences.
- Participate and interact in official meetings with dignity and decorum.
- Recognize your responsibility to attend all meetings to assure a quorum, and promptly notify the Chair should you be unable or unwilling to continue serving. Submit formal notice to resign via written notification to the Town Clerk.
- Recognize that action at official legal meetings is binding and that you alone cannot bind the board/committee outside of meetings.
- Refrain from making statements or promises as to how you will vote on matters that will come before the board/committee until you have had an opportunity to hear the pros and cons of the issue during a public meeting.
- Uphold the intent of executive session and respect the privileged communication that exists in executive session.
- Make decisions only after all facts on a question have been presented and discussed.

C. *Conduct in relation to the Town Administrator*

- Recognize and support the administrative chain of command and refuse to act on complaints as an individual outside the administration.
- Give the Town Administrator full responsibility for discharging their disposition/solutions.
- Refrain from giving orders or directions to the Town Administrator for action as an individual board/committee member.
- Refrain from providing information to the Town Administrator that you would not be willing to share with other board/committee members.

D. *Conduct in relation to Town staff*

- Treat all staff as professionals and respect the abilities and experience of each individual.

- Do not publicly criticize an individual employee or a department, but instead raise any concerns about staff performance to the Town Administrator through private communication.
- Refrain from giving instructions to or requesting assistance from Town staff but rather channel all such activities and requests through the Town Administrator.
- Understand that employees should not be expected to take direction from any individual official on any matter.

IV. Distribution and Education

The Town Clerk shall provide a copy of this policy, the Town's Anti-harassment and Anti-discrimination policy, and the Anti-fraud policy to all elected and appointed officials upon the subsequent appointment or re-appointment of any individual.

Each individual shall sign a statement that they have read this policy and will comply with all requirements set forth in this policy. In the event that any member declines to sign the form, that fact shall be noted by the Town Clerk on the form.

V. Implementation

In addition to any other remedies or administration options available under the law¹ each board/committee may vote to censure any elected member, and the appointing authority may decline to reappoint an individual who violates any provision of this Code of Conduct.

If any elected or appointed official is accused of violating the Code of Conduct or the Anti-harassment and Anti-discrimination Policy, the Town Administrator shall refer the matter for investigation to the contact named in the Anti-harassment and Anti-discrimination policy or a disinterested outside firm/individual qualified to investigate the alleged conduct.

The Town Administrator shall not be obliged to obtain any additional authority; this Code shall be sufficient authority. The firm or individual to whom the matter is referred shall promptly investigate the matter and report back findings of fact and recommendations to the Town Administrator. The Town Administrator will share the reported findings and recommendations with the elected official's board/committee. The board/committee shall then take such action as is authorized by law and as it deems fit in response to the matter.

¹ <https://malegislature.gov/Laws/GeneralLaws/PartIV/TitleI/Chapter268A>