



Posted 6.1.2023 at 4:00pm by JAD

**SELECT BOARD
AGENDA
Tuesday, June 6, 2023
7:00pm**

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

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

UpperTH ProWebinar is inviting you to a scheduled Zoom meeting.

Topic: Select Board

Time: Jun 6, 2023 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84885128919?pwd=SUN6UnFPSWdlBlBnVHJ2NEtMVi9jQT09>

Meeting ID: 848 8512 8919

Passcode: 814352

One tap mobile

+13126266799,,84885128919# US (Chicago)

+16469313860,,84885128919# US

Find your local number: <https://us02web.zoom.us/j/kc1kyn67bb>

AGENDA ITEMS

- 1) Call meeting to order – Chair Rich Maiore
- 2) Interview volunteers for the Community Preservation Committee (7:00)
- 3) Meet with Peter Dorward to finalize the APR for the Community Harvest project orchard (7:45)
- 4) Climate Initiative Committee update (8:00)
- 5) Public Communication (8:25)
- 6) Approve minutes from 5/9 (8:30)
- 7) Staff Report/Updates (8:35)
- 8) Action/Discussion Items: (8:45)
 - a) Discuss committee charges for: Open Space, Harvard Devens Jurisdiction, and a potential new Transfer Station Committee
 - b) Discuss suggestion from the Permanent Building Committee to proceed with an RFP to investigate available parcels for Fire Station project
 - c) Act on Worcester County Retirement 2% cost of living adjustment
 - d) Act on asset cap for senior tax program
 - e) Act on increasing the PEG Access Operating Support percentage to 4.85% for the final year of the contract
 - f) Discuss summer schedule; potential meeting dates July 20, August 8 & 22
- 9) Select Board Reports

***Next Regular Select Board Meeting
Tuesday, June 20, 2023
7:00pm***

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: February 14, 2023

Applicant Information:

Name: M Elizabeth L. Williams

Address: 3 Granite View Lane, 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:

Community Preservation Committee

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:
CPC - 2012 to Present, COA Board 2015-Present

Do you have any time restrictions? YES NO

Are you a registered voter? YES NO

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

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) Son on Fire Department & EMT Squad, Daughter-in-law on EMT Squad.

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

Prior Experience

Received by Town of Harvard

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

TOWN OF HARVARD

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Date of Application: March 09, 2023

Applicant Information:

Name: John Lee

Address: 27 Ayer Road

Home/Work Phone # [REDACTED]

Mobile Phone# [REDACTED]

Email Address: [REDACTED]

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

Cemetery Commission
Community Preservation Committee

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:

Cemetery Commission 2017 to present
Community Preservation 2011 to present

Do you have any time restrictions?

YES

NO

Are you a registered voter?

YES

NO

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

Retired

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.

Lifetime resident, familiar with town government, & past experience with both boards.

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TOWN OF HARVARD

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Date of Application

Applicant Information:

Name: Stuart Sklar

Address: 30 Scott Rd

Home/Work Phone # 978-456-9815

* Mobile Phone# 978-456-9909

Email Address: Sasklar@charter.net

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

Community Preservation Com

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:

School Com 4/07-4/10; Select Board 4/13-5/22

Do you have any time restrictions?

*YES

*NO

No

Are you a registered voter?

*YES

*NO

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

Retired

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.

Having been a Selectperson for 9 years I have a good feel for the town.

Received by Town of Harvard

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TOWN OF HARVARD

VOLUNTEER APPLICATION (12/02/2008)



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Date of Application: May 01, 2023

Applicant Information:

Name: Jane Biering

Address: 82 Littleton County Road, Harvard, MA 01451

Home/Work Phone # n/a

Mobile Phone# [REDACTED]

Email Address: [REDACTED]

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

Community Preservation Committee

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 (2020-2012), Harvard Devens Jurisd. Comm.; Rev Ideation Comm

Do you have any time restrictions? YES NO

Are you a registered voter? YES NO

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

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.

1. As part of the PB's successful effort to pass bylaws in support of senior housing, I co-chaired the PB's substantial research effort -- surveys, interviews, etc. -- into what seniors and non-seniors love about Harvard, as well as what they would like to see change. This, and my 25-year residency in town, have given me a solid understanding of what we all value about Harvard. 2. I'm good with numbers. 20 years of business experience, including senior VP at Staples. Harv. Bus Sch 1986

Received by Town of Harvard

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TOWN OF HARVARD

VOLUNTEER APPLICATION (12/02/2008)



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Date of Application *

Applicant Information:

Name: Dolores (Dee) Lee *

Address: 170 Prospect Hill Road, 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:

Community Preservation Committee *

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? *YES *NO

no

Are you a registered voter? *YES *NO

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

Financial Planner *

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.

not sure *

COMMONWEALTH OF MASSACHUSETTS
AGRICULTURAL PRESERVATION RESTRICTION

Community Harvest Project, Inc, of North Grafton, Worcester County, Massachusetts (the "Grantor"), its successors in title and assigns in perpetuity, for consideration paid in full of Two Million Five Hundred Thousand Dollars (\$2,500,000.00), receipt of which is hereby acknowledged, do hereby grant to the Commonwealth of Massachusetts, acting through the Commissioner of the Department of Agricultural Resources, (the "Grantee" or the "Commissioner") with an address of 251 Causeway Street, Suite 500, Boston, Massachusetts 02114-2151, its successors and assigns, an Agricultural Preservation Restriction in perpetuity (this "Restriction") on approximately 70.564 acres of land and buildings and structures thereon located at 115 Prospect Hill Road in the Municipality of Harvard, in Worcester County, Massachusetts as described in the attached Exhibit A hereof, (the "Premises") in accordance with the following terms and conditions.

The Municipality of Harvard with an address of 13 Ayer Road, Harvard, MA 01451, (the "Co-Holder") for consideration paid towards this Restriction in the sum of Four Hundred Thousand Dollars (\$400,000.00), shall hold title to this Restriction jointly with the Grantee, pursuant to Massachusetts General Laws ("General Laws"), Chapter 20, Section 23, as amended, and shall have a right of enforcement.

The United States of America ("the United States"), acting by and through the United States Department of Agriculture ("USDA") Natural Resources Conservation Service ("NRCS") on behalf of the Commodity Credit Corporation ("CCC"), facilitated and provided funding and shall have a right of enforcement of the terms and conditions of this Restriction on the Premises, as described in the attached Exhibit A hereof (said 70.564 acres is herein also referred to as the "ACEP-ALE Parcel") in order to protect the public investment under the Agricultural Conservation Easement Program ("ACEP"), Agricultural Land Easement ("ALE") component. This Restriction is acquired with funds provided, in part, by the ACEP, 16 U.S.C. Section 3865 et. seq. and 7 CFR Part 1468 for the purpose of protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses that negatively affect

the agricultural uses and conservation values of the ACEP-ALE Parcel. Baseline conditions of the Premises including the ACEP-ALE Parcel are set forth in a Baseline Documentation Report, a copy of which is maintained in the files of the Grantee. The parties further acknowledge that the Premises including the ACEP-ALE Parcel will be managed for long-term agricultural viability. Even if the Premises consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this Restriction, and the restrictions and covenants of this Restriction will apply to the Premises as a whole.

The Grantor covenants that they are vested with good title to the Premises. Consideration mentioned above has been negotiated and agreed to be based upon the difference between full Fair Market Value and full Fair Market Agricultural Land Value of the Premises. By making such grant, the Grantor grants to the Grantee all non-agricultural rights in the Premises except as otherwise described in Section III (A) hereof. The Grantor retains all agricultural rights in the Premises except as otherwise limited by the terms and conditions of this Restriction and not inconsistent with the Purpose. The terms and conditions of the Restriction run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them, any and all of whom must comply with all terms and conditions of this Restriction, including the following:

I. STATEMENT OF PURPOSE

The purpose of this Restriction is to: perpetually protect the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses that negatively affect the agricultural uses and conservation values of the Premises; encourage sound soil management practices in accordance with generally accepted agricultural practices; preserve natural resources; maintain land in active commercial agricultural use; ensure resale of the Premises at Fair Market Agricultural Value, in order to ensure the availability of farmland in Massachusetts and ensure those entering or currently engaged in commercial agricultural operations are able to acquire agricultural land at a price that is tied to the land's agricultural value; and regulate and control activities and/or uses which may be detrimental to the actual or potential agricultural viability of the Premises, water conservation, soil conservation, or to generally accepted agricultural and/or forestry management practices or which may be wasteful of the natural resources of the Premises. The foregoing purposes of this Restriction are hereinafter collectively referred to as the "Purpose".

II. DEFINITIONS

When used throughout this Restriction, the words or phrases listed below shall have the following meanings:

A. ABANDONED: land that has not been actively utilized for commercial agricultural activities or uses for a period exceeding two years unless the non-utilization is in accordance with generally accepted agricultural practices or resource management needs, that are consistent with the Purpose and terms of this Restriction.

B. AGRICULTURAL CONSERVATION EASEMENT PROGRAM: a program of the United States Department of Agriculture ("USDA") authorized pursuant to 16 U.S.C. Section 3865 *et. seq.*, as amended, which provides federal funds to state, tribal, local governments, and other organizations for the conservation of eligible land and natural resources through easements or other interests in land.

C. AGRICULTURAL LAND EASEMENT PLAN ("ALE PLAN"): a document that describes the

Highly Erodible Land conservation plan (as further described in Section III.C. below).

D. AGRICULTURAL USE(S): the raising of animals, including but not limited to, dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, bees and fur-bearing animals, for the purpose of selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived therefrom for market, as defined in General Laws, Chapter 61A, Section 1, as amended. Also horticultural uses, the raising of fruits, vegetables, berries, nuts and other foods for human consumption, feed for animals, tobacco, flowers, sod, trees, nursery or greenhouse products, and ornamental plants and shrubs for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a certified forest management plan, approved by and subject to procedures established by a state forester, designed to improve the quantity and quality of a continuous crop for the purpose of selling these products in the regular course of business; or when primarily, directly used in a related manner which is incidental to those uses and represents a customary and necessary use in raising such products and preparing them for market, as defined in General Laws, Chapter 61A, Section 2, as amended. Agricultural production including the production, processing, and marketing of agricultural crops and livestock compatible with the Purpose are allowed provided these activities are conducted in a manner consistent with the terms of this Restriction.

Notwithstanding the forgoing, Agricultural Use does not include the harvest of sod and nursery stock (such as balled and burlapped or balled and bagged) which involves removal of soil with the roots, unless the average annual soil loss for the crop rotation is less than the soil loss tolerance for the soil in the field from which the sod or nursery stock is removed, as determined by the USDA-NRCS.

E. BUILDING ENVELOPE(S): area(s) designated on Exhibit B where any new agricultural Permanent Structures or improvements on the ACEP-ALE Parcel may be located, subject to an approval granted by the procedures outlined in Section III (F).

F. CONDITION: including, but not limited to, an easement, restriction, covenant, right, option to purchase at agricultural value plus value of improvements, land exchange, or any other requirement or use prohibition.

G. DEPARTMENT: the Department of Agricultural Resources of the Commonwealth of Massachusetts, 251 Causeway Street, Suite 500, Boston, MA 02114-2151.

H. FAIR MARKET VALUE (“FMV”): the most probable price that the Premises would bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title to a buyer under conditions whereby: 1) buyer and seller are typically motivated; 2) both parties are well informed or well advised, and acting in what they consider their own best interests; 3) a reasonable time is allowed for exposure in the open market; 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

I. FAIR MARKET AGRICULTURAL VALUE (“FMAV”): the combined total of the Fair Market Agricultural Land Value (“FMALV”) and the Fair Market Agricultural Business Value (“FMABV”) and the Fair Market Dwelling Value (“FMDV”).

J. FAIR MARKET AGRICULTURAL BUSINESS VALUE (“FMABV”): the value based upon the

ongoing agricultural business including agricultural buildings, infrastructure, goodwill and other related agricultural business factors. FMABV is relevant only upon the subsequent sale of the Premises and is not applicable at the time of original purchase of this Restriction by the Grantee. The FMABV appraisal includes agricultural business potential and is based upon activities and circumstances existing at the time of the sale of the Premises. The appraisal is not intended to contemplate speculative business potential that is dependent on management, investment or other prospective activities. FMABV may, when applicable, consider the value of ongoing agricultural business including agricultural buildings, infrastructure, goodwill and other related agricultural business factors on land owned by Grantor, but excluded from this Restriction (“non-Restricted land”), when such business on non-Restricted land is integral to the agricultural business on the Premises.

K. FAIR MARKET DWELLING VALUE (“FMDV”): the appraised replacement value of a dwelling(s) on the restricted land.

L. FAIR MARKET AGRICULTURAL LAND VALUE (“FMALV”): the value based upon the highest and best use of the land for agricultural purposes, including such considerations as location, types of soil, and climate, but excluding buildings or uses thereof. Permanently installed agricultural improvements, such as in-ground irrigation or drainage systems, are considered part of the land. Agricultural land value is solely the value of the land, which value the landowner retains following the sale of this Restriction to the Grantee. FMALV is applicable at both the time of the Grantee’s purchase of this Restriction and at the time of subsequent sale. The FMALV may rise and fall commensurate with market conditions and/or inflation or other valuation factors such as upkeep of the land, and/or improvements in the condition of the soil or its productivity. It is understood that land improvements may increase the FMALV.

M. IMPERVIOUS SURFACE: a material that does not allow water to percolate into the soil on the Premises; including, but not limited to, buildings with and without flooring, paved areas and any other surfaces that are covered by asphalt, concrete, or roofs.

N. PERMANENT STRUCTURE: any structure that requires the grading or excavation of soil for footings or foundations or which substantially alters or otherwise affects the soil profile.

O. TEMPORARY STRUCTURE: any structure having no footing or foundation, or does not substantially alter or otherwise affect the soil profile.

P. BONA FIDE PURCHASE AND SALE AGREEMENT: An agreement duly executed by Grantor and a proposed purchaser of the Premises, which agreement includes, at a minimum, consideration and an expiration date that extends at least one day beyond the option date described in Section III.H.3.c. below.

III. TERMS AND CONDITIONS

A. GRANTOR'S RESERVED RIGHTS AND OBLIGATIONS

Notwithstanding any provision of this Restriction to the contrary, the Grantor reserves all customary rights and privileges of ownership, including the right of privacy, as well as any other rights not inconsistent with the terms and conditions of this Restriction or with General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and the rules, regulations and policies thereunder.

The provisions of this Restriction and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Premises, so long as the agricultural

operations are consistent with the long-term viability of the Premises, the ALE Plan, and the Restriction Purpose. No uses will be allowed that violate Federal laws, including Federal drug laws, or that decrease the protection of the Premises for the Purpose of the Restriction, or that decrease the Restriction's protection of the agricultural use and future viability and related conservation values of the Premises.

The following activities and uses are hereby deemed by the Grantee to be consistent with the Purpose of this Restriction and the ACEP, and are expressly permitted to be carried out on the Premises in a manner that does not impair the agricultural value of the Premises:

1. to repair and replace existing fences, construct new fences as necessary for Agricultural Use on the Premises, and utilize fences to mark boundaries on the Premises;
2. to use snowmobiles on snow on the Premises by the Grantor or others for non-commercial recreational use;
3. to place signs to:
 - a. identify or advertise the Agricultural Use of the Premises,
 - b. advertise agricultural products or services at the Premises, or
 - c. identify the ACEP-ALE Parcel as a participant in ACEP and the Grantee's Agricultural Preservation Restriction Program; and
4. to conduct and participate in non-commercial, undeveloped, and passive recreational and educational activities that do not require infrastructure (Impervious Surfaces), as long as such activities do not adversely impact the soils, future viability, related conservation values and/or Agricultural Use on the Premises.

The Grantor shall continue to be obligated to make payment of all taxes, upkeep and maintain the Premises, and continue to be responsible for all liability arising from personal injury or property damage occurring on the Premises. The Grantor acknowledges that Grantee, and the Co-Holder, if applicable, has neither possessory rights in the Premises, nor any responsibility nor right to control, maintain, or keep up the Premises.

B. AFFIRMATIVE COVENANT

The Grantor covenants that the Premises shall be maintained in active commercial Agricultural Use, and the Premises shall not be Abandoned. Failure to maintain the Premises in active commercial Agricultural Use shall be a violation of this Restriction.

C. AGRICULTURAL LAND EASEMENT PLAN

In consultation with Grantor and Grantee, an agricultural land easement plan (the "ALE Plan"), will be developed by NRCS (or an NRCS-certified planner) including a conservation plan that complies with 7 CFR Part 12 pertaining to all highly erodible land on the ACEP-ALE Parcel. The ALE Plan will be updated, by NRCS (or an NRCS-certified planner) in consultation with the Grantor and Grantee, in the event the agricultural uses or ownership of the ACEP-ALE Parcel change. A copy of the current ALE Plan is kept on file with the Grantee. If the NRCS standards and specifications for highly erodible land are revised after the date of this Restriction based on an Act of Congress, NRCS will work cooperatively with the Grantor and Grantee to develop and implement a revised ALE Plan.

D. PROHIBITED USES; ACTS; STRUCTURES

The Grantor further covenants that the Premises will at all times be held, used and conveyed subject to, and not in violation of, the following restrictions, subject to the exceptions enumerated in Section III (E):

1. No use shall be made of the Premises, and no activity thereon shall be permitted, which is inconsistent with the Purpose of this Restriction or with General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended; and the rules, regulations and policies thereunder;
2. No residential dwelling, tennis court, in-ground swimming pool, commercial or recreational horse riding or boarding facility, golf course, golf range, nonagricultural airport landing strip, cell tower, or other such non-agriculturally related Temporary or Permanent Structure(s) shall be constructed or placed or permitted to remain on the Premises;
3. No refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, oil, radio-active or hazardous waste, or other such substance or material whatsoever shall be placed, stored, dumped, or permitted to remain on the Premises, except as required for the use of the Premises for generally accepted Agricultural Use;
4. No use shall be made of the Premises for:
 - a. Transferring property rights to any property, whether or not adjacent to the Premises;
 - b. Calculating permissible lot yield of the Premises, or of any other property; or
 - c. Any calculations involving development of any other property, whether or not adjacent to the Premises, in any manner whatsoever;
5. Impervious Surfaces will not exceed two percent of the total area of the ACEP-ALE Parcel, excluding NRCS-approved conservation practices. This limitation does not include public roads or other roads owned and controlled by parties with superior rights to those rights conveyed to the Grantee by this Restriction. In the event the ACEP-ALE Parcel is subdivided as provided for in Section III (E) (10) the total cumulative Impervious Surface of the subdivided parcels must not exceed the impervious limitation referenced above. The Grantor, with the Grantee's approval, shall allocate the Impervious Surface limit among the subdivided parcels and ensure the impervious surface limitation is clearly defined in each subdivided parcel's recorded instrument;
6. No mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this Restriction or later acquired by Grantor except for limited mining activities if the materials mined are used for agricultural operations on the Premises performed in accordance with Section III (E) (2). Using any surface mining, subsurface mining, or dredging method from the Premises is prohibited; If a third party owns or leases the oil, natural gas, or any other mineral rights associated with the Premises at the time this Restriction is executed, and their interests have not been subordinated to this Restriction, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Restriction. Any mineral leases or other conveyances of minerals entered into or renewed after the date of this Restriction are subordinate to the terms of this Restriction and must incorporate by reference this Restriction;

7. No motorized vehicles may be used on the Premises except as necessary for Agricultural Use, forestry, habitat management, law enforcement and public safety, or other permitted uses of the Premises, provided that no use of motorized vehicles may create impacts that are detrimental to the productivity of the soils on the Premises and the Purpose of this Restriction;
8. No signs may be placed on the Premises, except those explicitly allowed in Section III (A) (3);
9. No water rights may be transferred, encumbered, leased, sold, or otherwise separated from title to the Premises;
10. No grading, blasting, filling, sod farming, earth removal, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Premises, except in accordance with generally accepted agricultural practices that are consistent with the Purpose and terms of this Restriction and as allowed in Section III (E) (7), (8) or (9);
11. No establishment of any nonagricultural commercial or industrial uses or facilities, except as allowed by Special Permit under Section III (G);
12. No granting of easements for utilities except as allowed in Section III (E) (4); and
13. No granting of easements for roads.

E. USES; ACTS; STRUCTURES THAT REQUIRE GRANTEE'S PRIOR WRITTEN APPROVAL

The following uses, acts or structures (hereinafter “uses” or “activities”) are allowed only with the prior written approval of the Grantee and subject to, but not limited to, the prerequisites described below. Requests for such approvals, and the granting thereof, shall be governed by the procedures set forth in Section III (F) of this Restriction as well any rules, regulations and policies:

1. Except as otherwise permitted in this Section III (E), all new structures and improvements, including the construction or placing of any agricultural Permanent Structures for housing seasonal agricultural employees, must be located within the Building Envelope(s), containing approximately 1.41 total acres and described or shown in Exhibit B which is appended to and made a part of this Restriction.

The identified boundaries and location of the approved Building Envelope(s) may be adjusted only with prior written approval from the Grantee and the Chief of NRCS. The adjusted Building Envelope(s) may not be larger than the approved Building Envelope(s) and must provide equal or greater protection of the Purpose of the Restriction and the Agricultural Use and future viability, and related conservation values of the ACEP-ALE Parcel. Following receipt of written approval to adjust identified Building Envelope(s), the Grantor and Grantee shall amend this Restriction to add an exhibit that describes the subsequently approved boundaries and locations of the Building Envelope(s).

Agricultural structures and utilities to serve approved buildings or structures, including on-farm renewable energy structures allowed under Section III (E) (11), that neither individually nor collectively have an adverse impact on the Purpose of the Restriction, or the Agricultural Use, future viability, or related conservation values of the ACEP-ALE Parcel, may be built outside of the Building Envelope with prior

written approval of the Grantee;

2. The excavation, dredging, depositing on, or removal from the Premises of loam, peat, gravel, soil, sand, rock other mineral resources, or natural deposits if the materials mined are used for agricultural operations on the Premises. In the case of this limited mining for materials used for agricultural operations on the Premises, extraction must be limited, localized, and small, with a defined area and acreage approved prior to extraction by the Grantee, not to exceed 7.056 acres and does not harm the Purpose of the Restriction, conservation values or the Agricultural Uses of the Premises;
3. The maintenance or improvement of a septic system, other underground sanitary system, or non-sanitary wastewater management system which exists on the Premises, or the construction of a septic system, other underground sanitary system, or non-sanitary wastewater management system, for the benefit of existing agriculturally related Permanent Structures on the Premises. However, if these systems are proposed with a simultaneous approval request for an agricultural Permanent Structure, the construction of a system may be allowed concurrently;
4. The granting or modification of easements for utilities when the utility will not adversely impact the Agricultural Use, future viability, and related conservation values of the Premises and when the easement benefits the Premises as determined by the Grantee in consultation with the Chief of NRCS;
5. The widening, improvement, construction or placement of an Impervious Surface driveway, road, parking lot, utility pole, conduit or line in support of a Temporary or Permanent Structure or improvement to the Premises, necessary to carry out agricultural operations or other permitted uses on the Premises. New roads may be constructed if they are approved in advance by Grantee, within Impervious Surface limits, and are necessary to carry out the agricultural operations or other allowed uses on the Premises. Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within Impervious Surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Premises. Said activities must be within the Impervious Surface limit, if it meets the definition of an Impervious Surface;
6. Forest management and timber harvesting activities. These activities may be approved by the Grantee only if the activities are:
 - a. performed in accordance with a written forest management plan, by a licensed professional resource manager, having been prepared and executed in accordance with General Laws, Chapter 132, as amended, except that the forest management plan will not be required for the following allowed noncommercial activities (i) cutting of trees for the construction of allowed utilities, forest access roads, buildings, and structures on the Premises, (ii) cutting of trees for trail clearing, (iii) cutting of trees for domestic use as firewood or for other domestic uses by Grantor, (iv) removal of trees posing an imminent hazard to the health or safety of persons or livestock, or (v) removal of invasive species;
 - b. consistent with the terms of this Restriction; and
 - c. carried out to the extent practicable in accordance with current generally accepted best management practices for the sites, soils, and terrain of the

Premises;

7. Dam construction in accordance with a plan approved by the Grantee to create ponds for agricultural use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement or creation;
8. Soil disturbance activities required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the conservation purpose of this Restriction;
9. Erosion and sediment control pursuant to a plan approved by the Grantee;
10. The Premises must not be divided or subdivided into, or separately conveyed as, more than two separate parcels (one divisions allowed). To protect the Purpose of the Restriction, the boundaries of such divisions must be approved in writing by the Grantee and the Chief of NRCS, or the Chief's authorized designee (Chief of NRCS), before any such division, subdivision, or separate conveyance occurs. The Chief of NRCS may only approve the division, subdivision, or separate conveyance of the Premises into separately conveyable farm or ranch parcels when:
 - a. The Grantee requests the Chief of NRCS approval to subdivide the ACEP-ALE Parcel into separate farm parcels, after receiving a request from the Grantor;
 - b. The Grantor certifies to the Chief of NRCS that the requested subdivision is required to keep all parcels in production and viable for Agriculture Use and that any new owners of the subdivided Premises farm or ranch parcels intend to use such parcels for agricultural operations; and
 - c. The Chief of NRCS determines that the:
 - i. Parcels resulting from the subdivision of the ACEP-ALE Parcel will meet ACEP land eligibility requirements of 16 U.S.C. Section 3865 *et. seq.* as enacted on the date the original parcel was enrolled in ACEP, including the allocation of the impervious surface limitation between the subdivided parcels, and
 - ii. The resulting parcel will not be below the median size of farms in the county or parish as determined by most recent United States Department of Agriculture's National Agricultural Statistical Survey ("NASS").
11. Renewable energy structures for the purpose of generating energy for the agricultural needs of the Premises. Renewable energy structures must be built and maintained within Impervious Surface limits, with minimal impact on the conservation values of the Premises including the ACEP-ALE Parcel and consistent with the Purpose of this Restriction.

F. PROCEDURES FOR OBTAINING THE GRANTEE'S PRIOR WRITTEN APPROVAL

1. The Grantor shall submit an application to the Grantee, on a form prescribed by the Grantee, prior to undertaking any uses or acts, or undertaking construction of any Structures described in Section III (E). The Grantor shall not secure other applicable permits required by local or state law prior to obtaining approval from the Grantee.

2. Within 90 days of receipt of a completed application, which shall include all information and documentation that may be required by the Grantee, the Grantee shall review the application and may inspect the premises.
3. After receipt of the completed application, the Grantee may approve the application, with or without Conditions, only upon finding that:
 - a. the proposed use, act, or Structure is authorized by this Restriction, General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended; and the rules, regulations and policies thereunder; and
 - b. the proposed use, act, or Structure shall not defeat nor derogate from the Purpose of this Restriction, and General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and the rules, regulations and policies thereunder.
- 4.. If the Grantee approves in whole or in part, with or without Conditions, the Grantor's application, the Grantee shall issue a Certificate of Approval suitable for recording.

G. SPECIAL PERMIT PROCESS

Commercial non-Agricultural Uses and activities for which the Grantor receives payment, compensation, or any other type of monetary or non-monetary remuneration, such as temporary or seasonal outdoor activities or events that do not harm the agricultural use, future viability, and related conservation values of the Premises, may be permitted if the Grantor receives a special permit from the Grantee ("Special Permit"). The Grantee, with the approval of the Co-Holder, if any, may grant a Special Permit only if:

1. The Grantor requests a Special Permit by submitting an application on a form prescribed by the Grantee;
2. The Premises is being actively utilized for full-time commercial agriculture;
3. The activity is minor, ancillary and subordinate to the Agricultural Use of the Premises;
4. Such uses and activities are not inconsistent with the Purpose of this Restriction and shall not defeat nor derogate from the Purpose of this Restriction; and
5. The Special Permit is:
 - a. limited to the current Premises owner(s) who applied for and obtained the Special Permit;
 - b. limited to a period no longer than five (5) years, renewable at the discretion of the Grantee for an additional term(s) of no longer than five (5) years, upon reapplication;
 - c. terminated upon transfer of ownership;
 - d. limited to uses and activities that will not impair the agricultural viability of the soil;
 - e. limited to existing structures requiring only minor renovations, such renovations will not prevent the use of the structure for Agricultural Use; and
 - f. limited to uses and activities requiring no new construction.

H. OPTION TO PURCHASE PREMISES AT AGRICULTURAL VALUE

1. The Grantee shall have an option to purchase the Premises at Fair Market Agricultural Value ("FMAV") in accordance with the provisions of this section ("Option"). This Option has been granted as an integral part of this Restriction, the full consideration for which is set forth above. This Option constitutes a restriction that runs with the land and is binding in the event of a foreclosure of said Premises.
 - a. The intent of this Option is to ensure resale of the Premises at FMAV. Accordingly, the parties hereto agree to a process as follows:
 - i. In the event that the Grantor proposes to sell the Premises and enter into a Bona Fide Purchase and Sale Agreement with a third party for the sale of the Premises, the Grantee, pursuant to 330 CMR 22.10 and subsections 2-4 below, shall have the right to purchase or assign the right to purchase (see subsection 8, below) the Premises from the Grantor at FMAV. Said FMAV shall be determined by:
 - a) an appraisal paid for and obtained by the Grantor conducted by an appraiser with the qualifications outlined in the "Guidelines for Agricultural Appraisals" prepared by the Grantee and as in effect at such time, and the terms pertaining to appraisal set forth therein and within the time frame set forth in said "Guidelines for Agricultural Appraisals" and in accordance with the specifications set forth in said "Guidelines for Agricultural Appraisals." The Grantee shall have the right to disagree with the appraisal and, at its own expense, obtain its own appraisal. If the two appraisals differ, there shall be a third appraisal, the expense of which shall be equally shared between the Grantee and the Grantor, to determine the FMAV in accordance with the said "Guidelines for Agricultural Appraisers"; or, at the election of the Grantor,
 - b) an amount equal to the FMALV of the Premises as determined by the appraisal relied upon for the acquisition of this Restriction ("Governing Appraisal") which sum shall then be multiplied by the Inflation Rate. The Inflation Rate shall be equal to 1 plus the fractional increase in the Consumer Price Index for all Urban Consumers, Boston, All Items (1982-1984 equals 100) published by the Bureau of Labor Statistics, United States Department of Labor, or successor index published by the United States government appropriately correlated to the prior index by a published conversion factor, where indicated, from date of Governing Appraisal for this Restriction to the date of execution of the Bona Fide Purchase and Sale Agreement.
 - b. In the event that the sale price as set forth in the Bona Fide Purchase and Sale Agreement is less than the FMAV determined by the procedures set forth in either i.a) or i.b) above, the Grantee shall have the right, pursuant to 330 CMR 22.10 and subsections 2-4 below, to purchase the Premises from the Grantor, or assign its right to purchase the Premises from the Grantor, for this lesser amount.
 - c. In the event of a subdivision, recording of a subdivision plan, partition, or any other

division of the Premises, or any portion thereof, into two or more parcels, as approved by the Grantee and the Chief of NRCS in accordance with Section III (E) (10) above, the FMAV shall be determined pursuant to paragraph i.a) above.

2. Prior to submitting a Notice of Intent (as defined in section 3 below) for the sale of the Premises, there shall be a conference between Grantor, Grantee and the third-party purchaser to discuss the requirements of the transfer or sale of the Premises (the “Pre-Sale Conference”). The Pre-Sale Conference shall occur at the Premises or in a manner and time agreed upon by Grantor, Grantee and proposed purchaser. The parties hereto acknowledge that it is the Grantor’s responsibility to disclose to the Purchaser that the Premises is subject to the APR.
3. Upon executing a Bona Fide Purchase and Sale Agreement for the sale of the Premises with a third party purchaser, the Grantor shall provide a Notice of Intent, which shall include, at a minimum, all items listed below:
 - a. The Grantor shall provide, at a minimum, to the Grantee:
 - i. written notice stating the Grantor’s intent to sell the Premises;
 - ii. an offer to sell the Premises to Grantor;
 - iii. a written request for a Waiver of the Option;
 - iv. a true, correct, complete and fully executed copy of the offer to purchase (if any);
 - v. a true, correct, complete and fully executed copy of a Bona Fide Purchase and Sale Agreement, together with any amendments, from a third party to purchase the Premises. If the Bona Fide Purchase and Sale Agreement includes other land not subject to the Restriction, Grantor shall also provide a written apportionment of values in the Purchase and Sale Agreement as between the Premises and the land/structures not subject to the Restriction;
 - vi. a copy of the current deed;
 - vii. any appraisal(s) prepared for the proposed sale;
 - viii. any appraisal prepared for sale at which Owner acquired the Premises;
 - ix. if FMAV was not determined by 1.a.i.a above and/or there are not appraisal(s) prepared for the proposed sale, then Grantor shall provide the FMALV as determined pursuant to 1.a.i.b) above.
 - b. The third party purchaser must submit a Farm Business Plan to the Grantor in accordance with 330 CMR 22.10.
 - c. The Notice of Intent shall not be deemed to have been duly provided, and the sixty (60) day period discussed in item d below, shall not begin until and unless the Pre-Sale Conference has been held and until and unless all items listed in section 3.a and 3.b above have been provided: After receipt of the Notice of Intent, Grantee shall be allowed to communicate directly with the Grantor or to seek an additional conference with Grantor and proposed purchaser to clarify any element of the Notice of Intent.
 - d. Upon receipt of the Notice of Intent, Grantee shall review the Notice of Intent to determine whether the proposed sale qualifies for an Automatic Waiver of Right to Purchase or a Discretionary Waiver of Right to Purchase, as set forth in 330 CMR 22.10.

In the event the proposed sale does not qualify for an Automatic Waiver or Discretionary Waiver, Grantee may elect to exercise its Option to Purchase. Grantee shall have sixty days (60) days from receipt of the Notice of Intent to notify the Grantor of its election to purchase the Premises at FMAV (or any lesser sale price set

forth in the Purchase and Sale Agreement) or to waive its rights under the Option. In the event Grantee exercises its Option to Purchase, Grantee shall notify Grantor in writing ("Notice of Election"). Said Notice of Election shall be sent to Grantor no more than three business days after said decision is made.

4. In the event that the Grantee elects to exercise this Option to purchase the Premises, the deed shall be delivered and the consideration paid at the Worcester County Registry of Deeds before 4 o'clock p.m. on or before the one-hundred-eighty (180) day after the date of mailing by the Grantee of the Notice of Election or, if a Saturday, Sunday or holiday, on the next business day thereafter, and the deed shall convey a good and clear record and merchantable title to the Premises free of all encumbrances, and the Premises shall be in the same condition as at the time of the Notice of Election, reasonable wear and tear and use thereof excepted. The date and time of the transfer may be amended by written mutual agreement of the Grantor, Grantee, and any assignee, if applicable.
5. The Grantor may sell the Premises, to the third party purchaser who entered into the Bona Fide Purchase and Sale Agreement referred to in Paragraph 1.a.i above, only in the event that the Grantee:
 - a. declines in writing to exercise its rights under this Option within the specified time period; or
 - b. fails to waive its rights under this Option in writing within the specified time period; or
 - c. having elected to exercise its rights under this Option, fails to complete the purchase within the specified time period, only if however, the failure to complete the purchase is not based upon a failure or delay by the Grantor.

Said sale of the Premises must take place within one (1) year of the date of the Grantee's receipt of the Notice and be only upon the same terms and conditions as contained in said Bona Fide Purchase and Sale Agreement.

6. The obligations of the Grantor under this Option shall not apply where the transfer of ownership of the Premises will be a result of:
 - a. a conveyance by deed to the Grantor's spouse, parent, child(ren) or grandchild(ren) (whether by blood, marriage or adoption), siblings and/or their child(ren) or grandchild(ren) (whether by blood, marriage or adoption); or
 - b. a devise of said Premises by will or intestacy of the Grantor; or
 - c. a conveyance of an interest in the Premises to a co-owner.
7. Any notices required by this Option shall be in writing and shall be deemed delivered if delivered in hand or mailed, postage prepaid by certified mail return receipt requested, addressed in the case of the Grantor to such address as may be specified in the Notice or if none, then to the Premises, and in the case of the Grantee, to the Commissioner of the Department of Agricultural Resources, 251 Causeway Street, Suite 500, Boston, MA 02114-2151.
8. The Grantee may assign its right to purchase under this Option after providing the Grantor with a Notice of Election exercising its right to purchase, provided that the right to purchase may only be assigned pursuant to the procedures set forth in 330 CMR 22.10(8). Any assignment shall only be effective when made in writing, signed by the Commissioner, and duly recorded with the appropriate registry of deeds.

9. Grantor shall have the right to withdraw its Notice of Intent at any point prior to Grantee's Notice of Election or prior to Grantee's assignment described in Item 8 above.
10. Any waiver of the Grantee's rights under this Option shall be in writing, signed by the Commissioner, and in a form and format suitable for recording in the appropriate registry of deeds. This waiver shall serve to satisfy the Grantor's obligations to the Grantee under this Option only with regard to the third party purchaser who entered into the Bona Fide Purchase and Sale Agreement referred to in Paragraph 1.a.i, above.
11. The rights and obligations of the Grantor hereunder shall inure to and be binding upon the Grantor and all successors in title.

I. ENFORCEMENT OF THIS RESTRICTION

1. The Grantor grants to the Grantee and to the Co-Holder as applicable, and their successors in title, the right to enter upon the Premises, including the buildings and structures on the Premises, and to the United States, the right to enter upon the ACEP-ALE Parcel, including the buildings and structures, in a reasonable manner and at reasonable times, for the purposes of inspecting the Premises to determine compliance with this Restriction, any Certificate of Approval, Special Permit, or General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and rules, regulations and policies thereunder; the right to enforce this Restriction, any Certificate of Approval, Special Permit, or General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and rules, regulations and policies thereunder; and the right to take any other action which may be necessary or appropriate in the determination of the Grantee, with or without order of court, to remedy or abate any violation of this Restriction, or of any Certificate of Approval, Special Permit, or of General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and rules, regulations and policies thereunder.

Additionally, the Grantor and the Grantee agree that the natural characteristics, ecological features, and physical and man-made conditions of the Premises on the date of this Restriction are documented in a Baseline Documentation Report prepared by the Grantee and signed and acknowledged by the Grantor establishing the condition of the Premises on the date of this Restriction and including reports, maps, photographs, and other documentation. The Baseline Documentation Report is incorporated into this Restriction by reference. The Grantee will maintain the Baseline Documentation Report and annually monitor the Premises ensuring that active agricultural operations are in compliance with the NRCS ALE Plan, if any, and in compliance with this Restriction.

2. In the event of a violation of the terms of this Restriction, Certificate of Approval, Special Permit, or General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, or rules, regulations and policies thereunder, the Grantee reserves the right to pursue any remedy available at law and equity, including injunctive relief, without prior notice to the Grantor. If a court determines that this Restriction has been violated, the Grantor will reimburse the Grantee for any reasonable costs of enforcement, including court costs, reasonable attorney's fees, and other payments ordered by such court.
3. Any forbearance by the Grantee to exercise its rights under this Restriction or its right arising from a breach of any term hereof shall not be deemed or construed to be a

waiver by the Grantee of such term or of any subsequent breach of the same by any other term of this Restriction or of any of the Grantee's rights hereunder. No failure, delay, or omission by the Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver, and the Grantor hereby waives any defense of laches, prescription or estoppel.

4. The enforcement rights hereby granted shall be in addition to, and not in limitation of any other rights and remedies available to the Grantee for enforcement of this Restriction, Certificate of Approval, Special Permit, or General Laws, Chapters 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and rules, regulations and policies thereunder.
5. The Grantor and its successors in title, shall be jointly and severally liable for any violation of the terms of this Restriction, Certificate of Approval, Special Permit, or General Laws, Chapters 184, Sections 31 through 33 and Chapter 20, Sections 23 through 26, and rules, regulations and policies thereunder.
6. Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement on the ACEP-ALE Parcel that it may exercise only if the terms of the Restriction are not enforced by the Grantee of the Restriction. The Secretary of the United States Department of Agriculture (the "Secretary"), or the Secretary's assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this Restriction on the ACEP-ALE Parcel, as determined in the sole discretion of the Secretary. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Restriction on the ACEP-ALE Parcel from the Grantor, including, but not limited to, attorney's fees or expenses, related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Restriction on the ACEP-ALE Parcel from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the Restriction on the ACEP-ALE Parcel against the Grantor up to the amount of the United States' contribution to the purchase of the Restriction on the ACEP-ALE Parcel.
7. The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with this Restriction. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the terms of this Restriction, and the United States ALE Agreement with the Grantee, the United States will have reasonable access to the ACEP-ALE Parcel. Prior to its inspection of the ACEP-ALE Parcel, the United States shall provide advance notice to Grantee and Grantor and provide Grantee and Grantor a reasonable opportunity to participate in the inspection. In the event of an emergency, the United States may enter the ACEP-ALE Parcel to prevent, terminate, or mitigate a potential or unaddressed violation of the Restriction on the ACEP-ALE Parcel and will give notice to the Grantee and the Grantor at the earliest practicable time.

J. GENERAL INDEMNIFICATION AND DISCLAIMER

The United States, its employees, agents, and assigns disclaim and will not be held responsible for the Grantee's or the Grantor's negligent acts or omissions or the Grantee's or the Grantor's breach of any representation, warranty, covenant, or agreements contained in this Restriction, or violations of any Federal, State, or local laws, including all Environmental Laws (defined below) including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Premises.

The Grantor must indemnify and hold harmless the Grantee and the United States, its employees, agents, and assigns from any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the Grantee and the United States may be subject or incur relating to the Premises, which may arise from, but are not limited to, the Grantor's negligent acts or omissions or breach of any representation, warranty, covenant, agreements contained in this Restriction, or violations of any applicable Federal, State, or local laws including all Environmental Laws (defined below).

K. ENVIRONMENTAL WARRANTY

The Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. The Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Premises. The Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Furthermore, the Grantor warrants the information disclosed to the Grantee and United States regarding any past violations or non-compliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

The Grantor represents and warrants that no third party owns or leases the oil, natural gas, soil, sand, gravel or any other mineral substance at the time this Restriction is executed.

Moreover, the Grantor hereby promises to hold harmless and indemnify the Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Premises, or arising from or connected with a violation of any Environmental Laws by the Grantor or any other prior owner of the Premises. The Grantor's indemnification obligation shall not be affected by any authorizations provided by the Grantee or the United States to the Grantor with respect to the Premises or any restoration activities carried out by the Grantee at the Premises; provided, however, that the Grantee shall be responsible for any Hazardous Materials contributed after this date to the Premises by the

Grantee.

As used herein, "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

As used herein, "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

IV. GENERAL PROVISIONS

A. AUTHORIZATION

The foregoing Restriction is authorized by Massachusetts General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and otherwise by law, and is intended to ensure the protection and preservation of agricultural lands as expressed herein. In addition, funding provided by the Agricultural Conservation Easement Program ("ACEP") is authorized by the Agricultural Conservation Easement Program, Subtitle H of Title XII of the Food Security Act of 1985, as amended by Section 2301 of the Agricultural Act of 2014 (Public Law 113-79). The ACEP provides funding for the purchase of an Agricultural Land Easement to protect the Agricultural Use and future viability and related conservation values of eligible land by limiting nonagricultural uses of that land (16 U.S.C. § 3865 *et. seq.*, as amended).

This Restriction shall be administered and enforced by the Commissioner at in his/her sole discretion as he/she may decide and on behalf of the Co-Holder by the Conservation Commission, the Board of Selectmen, or as otherwise provided in General Laws, Chapter 20, Section 23, as amended. Nothing herein shall impose upon the Grantee or the Co-Holder any duty to maintain or require that the Premises be maintained in any particular state or condition, notwithstanding the Grantee's acceptance hereof.

Except as otherwise provided herein, this Restriction does not grant to the Grantee, the Co-Holder, the public, or any other person any right to enter upon the Premises. This Restriction is in gross, exists in perpetuity, and is not for the benefit of or appurtenant to any particular land and shall not be assignable except to another governmental or charitable corporation or trust which has power to acquire interests in land and whose purposes include conservation of agricultural land and natural areas. All rights and obligations of this Restriction shall run with the Premises and shall be binding upon all future owners of any interest therein. This Restriction may only be released, in whole or in part, only by the Grantee through the procedures established in Section 32 of Chapter 184 of the General Laws, as amended, and by Article 97 of the Amended Articles of the Massachusetts Constitution and otherwise by law.

If any section or provision of this Restriction shall be held to be unenforceable by any court of

competent jurisdiction, this Restriction shall be construed as though such section had not been included in it. If any section or provision of this Restriction shall be subject to two constructions, one of which would render such section or provision invalid, then such section or provision shall be given the construction that would render it valid. If any section or provision of this Restriction is ambiguous, it shall be interpreted in accordance with the Purpose of this Restriction, rules, regulations and policies, as amended, of the Grantee and the provisions of General Laws, Chapter 184, Sections 31 through 33, and Chapter 20, Sections 23 through 26, as amended. No transfer of the Premises to the Grantee or to any successor of assignee will be deemed to eliminate this Restriction pursuant to the doctrine of “merger” or any other legal doctrine.

B. EXTINGUISHMENT, TERMINATION, AND CONDEMNATION

The interests and rights under this Agricultural Land Easement may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this Restriction, the United States must review and approve any proposed extinguishment, termination, or condemnation action that may affect its Federal interest in the ACEP-ALE Parcel.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee and the United States stipulate that the FMV of the Restriction is ninety two percent (92 %), hereinafter the “Proportionate Share,” of the FMV of the ACEP-ALE Parcel unencumbered by this Restriction. The Proportionate Share will remain constant over time.

If this Restriction is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the FMV of the ACEP-ALE Parcel unencumbered by this Restriction. The FMV of the Restriction will be determined at the time all or part of this Restriction is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the Grantee, Co-Holder and the United States will be as follows: (a) to the Grantee or its designee, twenty eight (28%) of the Proportionate Share; (b) to the United States forty six percent (46%) of the Proportionate Share; (c) and to the Co-Holder fourteen percent (14%) of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor’s successor or assign, the Grantee and the United States each have a lien against the ACEP-ALE Parcel for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to the Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

C. AMENDMENT

This Restriction may be amended only if, in the sole and exclusive judgment of the Grantee and the United States, by and through the Chief of NRCS, such amendment is consistent with the Purpose of this Restriction and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendment(s). Prior to the signing and recordation of the amended Restriction, such amendment(s) must be mutually agreed upon by the Grantee, the Grantor, and the United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States will considered null and void.

D. TRANSFER

Upon transfer of the Premises or interest in the Premises from one landowner to another, the conveyance document must expressly refer to this Restriction and state that the Premises is subject to its terms. Upon prior written consent from the NRCS, the Grantee may transfer this Restriction to a public agency or nonprofit organization that, at the time of transfer, is a qualified organization under section 170(h) or successor provision of the Internal Revenue Code.

E. NOTICE

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor:

Community Harvest Project, Inc.
37 Wheeler Road
North Grafton, MA 01536

To Grantee:

Commissioner of the Department of Agricultural Resources
251 Causeway Street, Suite 500
Boston, Massachusetts 02114-2151

To NRCS:

451 West Street
Amherst, MA 01002-2953

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

V. OTHER

No Massachusetts deed excise stamps are affixed hereto as none are required by law.

APPROVAL OF THE COMMONWEALTH OF MASSACHUSETTS

The undersigned _____, _____ of the Department of Agricultural Resources of the Commonwealth of Massachusetts hereby certifies that the foregoing Agricultural Preservation Restriction with Option to Purchase at Agricultural Value granted by Community Harvest Project, Inc. to the Commonwealth of Massachusetts with respect to the Premises located in 115 Prospect Hill Road, Harvard, Worcester County, Massachusetts and more particularly described in Exhibit A attached hereto, has been approved in the public interest pursuant to General Laws, Chapter 184, Sections 32 through 33, as amended and Chapter 20, Sections 23 through 26, as amended.

COMMONWEALTH OF MASSACHUSETTS

By: _____

_____,
Department of Agricultural Resources
GRANTEE

COMMONWEALTH OF MASSACHUSETTS

_____, ss _____, 2023.

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared the above-named _____ who proved to me through satisfactory evidence of identification, namely personal knowledge, to be the person whose name is signed on this approval document, and acknowledged to me that he signed it voluntarily for its stated purpose as Commissioner of the Department of Agricultural Resources, as the voluntary act of said Commonwealth.

; Notary Public

My Commission Expires :

APPROVAL OF THE MUNICIPALITY

MUNICIPALITY OF HARVARD

We, the members of the Board of Selectmen of the Municipality of Harvard, hereby approve the acceptance of the foregoing Agricultural Preservation Restriction granted by Community Harvest Project, Inc, to the Commonwealth of Massachusetts (with the Municipality of Harvard holding the Restriction jointly with the Commonwealth), with respect to Premises, as described therein, in the public interest pursuant to Massachusetts General Laws, Chapter 184, Sections 31 through and including 33 and, Chapter 20, Sections 23 through 26.

Date:

Municipality of Harvard Board of Selectmen/ City Council/ Conservation Commission

COMMONWEALTH OF MASSACHUSETTS

, ss _____, 2023.

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared the above-named,

Name:

Evidence of Identification:

and proved to me through satisfactory evidence of identification as noted above, to be the persons whose names are signed on this document (namely, Agricultural Preservation Restriction and Option to Purchase at Agricultural Value) and acknowledged to me that as duly elected or appointed members of the _____ Board of Selectmen/City Council/Conservation Commission, they signed it voluntarily for Harvard for its stated purpose.

; Notary Public

My Commission Expires

Exhibit A

LOT 2: To be Protected by an ACEP-ALE Agricultural Preservation Restriction

That certain property located in Harvard, Worcester County, Massachusetts, more particularly shown as Lot 2 on that certain plan entitled "Plan of Land in Harvard, Massachusetts (Worcester County), Prospect Hill Road, dated April 25, 2021, Prepared For: Massachusetts Department of Agricultural Resources, by BSC Group of 803 Summer Street Boston, Massachusetts, scale: 1"=100' and recorded with the Worcester District Registry of Deeds at Plan Book 968, Plan 14 and is more particularly described as follows:

Beginning at a rebar set on the easterly side of Prospect Hill Road, a public way, at the northwest corner of the premises;

Thence: South $72^{\circ}21'25''$ east, ninety-two and sixty-seven hundredths (92.67) feet to a point;

Thence: South $49^{\circ}00'14''$ east, one hundred ninety-nine and twenty-eight hundredths (199.28) feet to a rebar set;

Thence: South $81^{\circ}36'29''$ east, one hundred ninety-one and sixty-six hundredths (191.66) feet to a point;

Thence: North $8^{\circ}46'14''$ east, three hundred seven and eighty hundredths (307.80) feet to a drill hole set in a stonewall, the last four courses being by Lot 1;

Thence: South $81^{\circ}16'40''$ east, by a stonewall, one hundred fifteen and ninety-six hundredths (115.96) feet to a point;

Thence: South $81^{\circ}30'23''$ east, by a stonewall, one hundred fourteen and sixty-three hundredths (114.63) feet to a point;

Thence: South $80^{\circ}54'11''$ east, by a stonewall, one hundred ninety-eight and fifty-six hundredths (198.56) feet to a stone wall corner;

Thence: North $16^{\circ}31'33''$ east, by a stonewall, three hundred fifteen and eighty-two hundredths (315.82) feet to a point;

Thence: North $17^{\circ}07'50''$ east, by a stonewall, seventy-four and thirty hundredths (74.30) feet to a point;

Thence: North $15^{\circ}59'59''$ east, by a stonewall, one hundred seven and six hundredths (107.06) feet to a point;

Thence: North $16^{\circ}13'22''$ east, by a stonewall, one hundred seventy-four and twenty hundredths (174.20) feet to a point;

Thence: North $16^{\circ}55'15''$ east, by a stonewall, one hundred eighty and eight hundredths (180.08) feet to a drill hole found at the corner of the stonewall, the last eight courses being by land now or formerly of Eve Wittenberg and Carhleen A. Corning;

Legal Final

Thence: North $8^{\circ}51'50''$ east, by land now or formerly of Robert M. Moran and Jessica Rowse Moran, two hundred ninety-five and ninety-two hundredths (295.92) feet to a circle of stones found;

Thence: South $77^{\circ}37'50''$ east, five hundred three and fifteen hundredths (503.15) feet to stones on ledge found;

Thence: South $72^{\circ}20'34''$ east, three hundred thirty-five and forty-six hundredths (335.46) feet to a field stone bound in stones found, the last two courses being by land now or formerly of the Inhabitants of the Town of Harvard;

Thence: South $6^{\circ}35'56''$ east, by land now or formerly of the Town of Harvard, nine hundred thirty-six and sixty-seven hundredths (936.67) feet to a stonewall corner;

Thence: South $8^{\circ}34'47''$ east, by a stonewall, ninety-two and thirty-four hundredths (92.34) feet to a point;

Thence: South $8^{\circ}46'31''$ east, by a stonewall, one hundred ninety-one and seventy-six hundredths (191.76) feet to a point;

Thence: South $8^{\circ}34'10''$ east, by a stonewall, two hundred fifty-eight and eighty-nine hundredths (258.89) feet to a corner of stonewalls, the last three courses being by land now or formerly of the Town of Harvard;

Thence: South $10^{\circ}47'37''$ east, by a stonewall, one hundred sixty-five and six hundredths (165.06) feet to a point;

Thence: South $11^{\circ}14'34''$ east, by a stonewall, two hundred thirty-six and eighty hundredths (236.80) feet to a point;

Thence: South $8^{\circ}20'28''$ east, by a stonewall, two hundred seventeen and seventy-eight hundredths (217.78) feet to a drill hole found in the stonewall;

Thence: South $9^{\circ}01'50''$ east, by a stonewall, one hundred thirty-three and twenty-six hundredths (133.26) feet to a drill hole found in the stonewall, the last four courses being by land now or formerly of the Charles F. Davis, Jr. Family Trust of 1988 and the Patricia Libbey Davis Trust of 2006;

Thence: North $85^{\circ}58'24''$ west, two hundred fifty-three and ninety-one hundredths (253.91) feet to a drill hole found in a concrete bound;

Thence: South $65^{\circ}35'28''$ west, two hundred eleven and nine hundredths (211.09) feet to a drill hole found in a concrete bound, the last two courses being by land now or formerly of Aaron S. Nutt and Amy Brais Nutt;

Thence: North $34^{\circ}41'44''$ west, one hundred eighty-two and sixty-one hundredths (182.61) feet to a drill hole found in a concrete bound;

Thence: North $26^{\circ}57'39''$ west, two hundred one and forty-six hundredths (201.46) feet to a
Legal Final

point;

Thence: South 69°24'26" west, two hundred sixty-eight and sixty-two hundredths (268.62) feet to a point on a stonewall;

Thence: South 29°41'55" east, by a stonewall, one hundred eighty-eight and fifty-six hundredths (188.56) feet to a point;

Thence: South 68°39'14" west, by a stonewall, fifty-two and seventy-two hundredths (52.72) feet to a point;

Thence: South 22°44'45" east, five hundred sixty-four and fifty-seven hundredths (564.57) feet to rebar with a "Ross Associates" yellow plastic cap found at the northerly side of Madigan Lane, a public way, the last six courses being by land now or formerly of David C. Erdos and Pamela A. Erdos;

Thence: North 82°08'51" west, by the northerly side of said Madigan Lane, two hundred eighteen and ninety-three hundredths (218.93) feet to a rebar with a "Ross Associates" yellow plastic cap found;

Thence: Northerly by a curved line to the right the radius of which is twenty-five (25.00) feet a length of forty-seven and eighty-nine (47.89) feet to a rebar with a "Ross Associates" yellow plastic cap found;

Thence: North 11°53'53" west, one hundred fifty-two and fifty hundredths (152.50) feet to a point;

Thence: Northerly by a curved line to the left the radius of which is one hundred seventy-five (175.00) feet a length of ninety-one and fifty-four (91.54) feet to a rebar with a "Ross Associates" yellow plastic cap found;

Thence: North 41°52'13" west, two hundred twenty-seven and eighty-six hundredths (227.86) feet to a drill hole found in a stonewall;

Thence: North 41°52'13" west, three hundred eighty-two and seventy-eight hundredths (382.78) feet to a point at a stonewall, the last five courses being by land now or formerly of Frank A. Culmone and Erica M. Tremblay;

Thence: North 14°00'49" west, by a stonewall, five hundred forty-five and ten hundredths (545.10) feet to a drill hole found at the corner of the stonewalls;

Thence: North 85°56'55" west, by a stonewall, two hundred eighty-six and seventy-one hundredths (286.71) feet to a drill hole found in the stonewall, the last two courses being by land now or formerly of Steve Nizus and George E. Triantaris;

Thence: North 83°50'22" west, by a stonewall, by land now or formerly of The McVea Family Holding Trust; three hundred sixty-six and thirty hundredths (366.30) feet to rebar set;

Thence: North 5°54'04" east, one hundred sixty-seven and eighty-four hundredths (167.84) feet to a point;

Legal Final

Thence: North 75°58'15" west, two hundred ninety-one and twenty-five hundredths (291.25) feet to a point;

Thence: North 65°50'59" west, eighty-eight and eighty-seven hundredths (88.87) feet to a drill hole set in a stonewall at the easterly side of Prospect Hill Road, the last three courses being by Lot 3;

Thence: North 30°10'17" east, along the easterly sideline of Prospect Hill Road, two hundred eighteen and seventy-eight hundredths (218.78) feet to the point of beginning.

Lot 2 contains 3,073,762 ± square feet or 70.564 ± acres.

LOT 1: To be Excluded from the ACEP-ALE Agricultural Preservation Restriction

That certain property located in Harvard, Worcester County, Massachusetts, more particularly shown as Lot 1 on that certain plan entitled "Plan of Land in Harvard, Massachusetts (Worcester County), Prospect Hill Road, dated April 25, 2021, Prepared For: Massachusetts Department of Agricultural Resources, by BSC Group of 803 Summer Street Boston, Massachusetts, scale: 1"=100' and more particularly described as follows:

Beginning at a rebar set on the easterly side of Prospect Hill Road, a public way, at the northwest corner of the premises;

Thence: South 81°30'56" east, by a stonewall, one hundred fifty-seven and sixty hundredths (157.60) feet to a point;

Thence: South 81°57'16" east, by a stonewall, one hundred nine and ninety-nine hundredths (109.99) feet to a point;

Thence: South 81°16'40" east, by a stonewall, one hundred eleven and twenty-three hundredths (111.23) feet to a drill hole set in a stonewall, the last three courses being by land now or formerly of Eve Wittenberg and Carhleen A. Corning;

Thence: South 8°46'14" west, three hundred seven and eighty hundredths (307.80) feet to a point;

Thence: North 81°36'29" west, one hundred ninety-one and sixty-six hundredths (191.66) feet to a rebar set;

Thence: North 49°00'14" west, one hundred ninety-nine and twenty-eight hundredths (199.28) feet to a point;

Thence: North 72°21'25" west, ninety-two and sixty-seven hundredths (92.67) feet to a rebar set, the last four courses being by Lot 2;

Thence: North 30°10'17" east, by the easterly side of said Prospect Hill Road, two hundred and two hundredths (200.02) feet to the point of beginning.

Lot 1 contains 112,821 ± square feet or 2.590 ± acres.

LOT 3: To be Excluded from the ACEP-ALE Agricultural Preservation Restriction

That certain property located in Harvard, Worcester County, Massachusetts, more particularly shown as Lot 3 on that certain plan entitled "Plan of Land in Harvard, Massachusetts (Worcester County), Prospect Hill Road, dated April 25, 2021, Prepared For: Massachusetts Department of Agricultural Resources, by BSC Group of 803 Summer Street Boston, Massachusetts, scale: 1"=100' and more particularly described as follows:

Beginning at a drill hole set in a stonewall on the easterly side of Prospect Hill Road, a public way, at the northwest corner of the premises;

Thence: South 65°50'59" east, eighty-eight and eighty-seven hundredths (88.87) feet to a point;

Thence: South 75°58'15" east, two hundred ninety-one and twenty-five hundredths (291.25) feet to a point;

Thence: South 5°54'04" west, one hundred sixty-seven and eighty-four hundredths (167.84) feet to a rebar set in a stonewall, the last three courses being by Lot 2;

Thence: North 83°50'22" west, by a stonewall, one hundred fifty-six and ten hundredths (156.10) feet to a point;

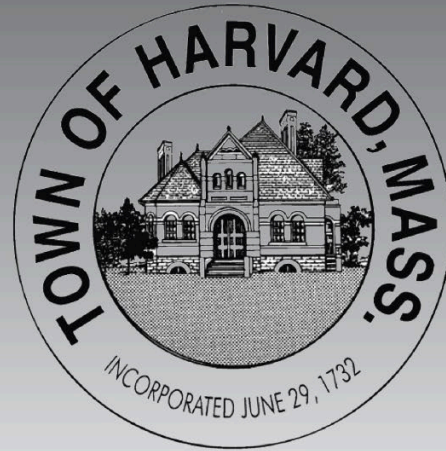
Thence: North 79°50'22" west, by a stonewall, three hundred ten and eight hundredths (310.08) feet to a concrete bound with a "+" scribed in the top found at the easterly sideline of Prospect Hill Road, the last two courses being by land now or formerly of The McVea Family Holding Trust;

Thence: North 29°08'52" east, along the easterly sideline of Prospect Hill Road, one hundred seventy-eight and eleven hundredths (178.11) feet to a drill hole in a Worcester County concrete bound found;

Thence: North 30°10'17" east, along the easterly sideline of Prospect Hill Road, fifty-four and twenty-five hundredths (54.25) feet to the point of beginning.

Lot 3 contains 81,460 ± square feet or 1.870 ± acres.

HCIC Status Report to Select Board – June 2023



CLIMATE ACTION PLAN 2022

Highlights

- ✓ CAP Implementation Roll Out
- ✓ Grant Applications
 - North Central County Community Foundation - \$1500
 - MVP – 2 submittals – Open Space Committee, HCIC
 - MRPC – support to identify potential grant opportunities
- ✓ Tax bill survey results
- ✓ Baseline Data – solar, EVs, heat pumps
- ✓ Successful Earth Day Show and Tell Around Town
- ✓ Upcoming
 - Energy Coaches Public Meeting
 - Resident Forest Management Panel
 - Exploring Climate Stories Event

Data: How are we doing and how much interest is there?

➤ Baseline

- 100 air source or ground source installations since 2012
 - Decarbonization Plan –need 120 per year to meet 2030 state goals
- 205 residential, 10 commercial solar installations since 2006 and 60 participants in community solar garden
- 249 EVs or hybrid EVs (4.5% of all cars) as of Feb, 2023
 - Decarbonization Plan –need 116 (19.%) EVs per year to meet 2030 state goals

➤ Tax Bill Survey

- 16% interested in heat pumps
- 21% interested in solar
- 21% interested in purchasing EV or EV hybrid

Progress to Date on CAP Focus Areas

- Buildings
 - Energy
- Transportation
- Natural Resources
 - Agriculture
 - Preparedness

Buildings

	Goal: Convert Harvard’s municipal buildings from carbon-based fuel combustion to high efficiency electric heating	Target Date	Status – May 2023
Municipal	Develop a detailed electrification, upgrade and financial analysis plan of municipal heating systems <ul style="list-style-type: none"> - Engineering review by building - Financial review by building 	Phase I: 2023	HEAC Decarbonization plan complete. Building Electrification Phase 1 - Bromfield Heating System - Air Handler Retrofit with Heat Pumps for significant emissions reduction. Initial study complete. Next step: Schools to issue RFP for detailed design. Target 2023 for Engineering Design and Cost Proposal.
	Adopt the updated Massachusetts Stretch Energy code	2024	One educational meeting held with several boards/committees. Next step for boards/committees to discuss at their meetings.
	Goal: Reduce waste in town operations through recycling and reuse		
	Reduce municipal town waste by reusing and recycling construction, office and school supplies and materials by 10% per year	10% per yr	No progress to date. Meeting with Town Admin scheduled for June. Need baseline data
	Expand purchasing of recycled office supplies through joint purchasing across all municipal and school departments	10% per yr	No progress to date. Meeting with Town Admin scheduled for June. Need baseline data

Buildings (continued)

	Goal: Replace residential building's fossil fuel consumption with high efficiency electric heating and cooling	Target Date	Status – May 2023
Residential	Educate and assist homeowners to evaluate the costs and benefits of efficient electric heating and cooling systems including available financial incentives.	2023	Earth Day education. Newsletter info. on up to date incentives. Energy Coaches in place and helping residents. Hosting energy coach public meeting on June 10
	Goal: Reduce waste through recycling and reuse		
	Encourage residential composting at home, by requiring private haulers to provide the option, and/or by providing a facility on town-owned land	2024	Newsletter on composting coming out. Looking at options with haulers, Black Earth, local pig farmer.
	Significantly reduce residential waste through changes to consumption practices and by supporting options to “buy local,” recycle and reuse/repair.	2023	Several newsletters on buy local. Green Team batteries recycling. New sign at Transfer station on battery recycling. Changes in state law re. fabric/clothes recycling

Energy

	Goal: Convert all electricity to 100% renewable energy sources	Target Date	Status – May 2023
Municipal	Negotiate a 100% renewable energy electricity supply contract for all municipal use.	ongoing	New contract to start in Nov 2024
	Increase the number solar installations on municipal buildings or property, either as directly owned or leased (such as power purchase agreement (PPA)).	3 by 2025	COA. HEAC creating plan for other sites 2025 may slip dependent on National Grid ability to accept into the grid.
	Add battery storage to PV solar systems.	2026	No progress to date
	Goal: Increase the number of residential solar arrays and battery storage systems		
Residential	Assist homeowners to evaluate the costs and benefits of PV solar and battery storage systems and educate homeowners on available grants and incentives	ongoing	Solar part of Earth Day. Some homes showed battery storage options
	Advocate for use of community solar for homeowners to receive credits or offsets on electricity bill from a solar system installed at another location.	2025	EnergySage, Nextamp have community solar options. More to come on this.

Transportation

	Goal: Convert Harvard’s municipal vehicles from carbon-based fuel combustion to electric vehicles or other low carbon options	Target Date	Status – May 23
Municipal	Implementation of a de-carbonization plan for the town’s municipal vehicle fleet, including: <ul style="list-style-type: none"> • Conversion of light-duty vehicles to EV’s • A mid- to long-term strategy for heavier-duty vehicles • Explore options for electrification of school buses 	2040	<ul style="list-style-type: none"> • Several hybrid vehicles purchased or in process for police dept. • Decarbonization plan lays out timetable • Grant dollars available to cover partial cost
	Develop and implement a community-wide plan for public EV charging stations.	2025	Charging station plans under development by HEAC
	Goal: Reduce the climate impact of Harvard’s residential transportation activities		
Residential	Encourage the adoption of electric vehicles amongst residents and businesses through education on incentives and options, promotional events, and expediting permits.	2035	Earth Day EV petting zoo. Newsletter articles on EV incentives
	Develop a high quality, high frequency regional electric shuttle service to and from town center, commuter rail stations, and future park-and-ride locations.	2025, 2027 electric	Estimate of cost of service requested of MART
	Explore options to increase adoption of school busing over individual cars	2024	No progress to date
	Improve the reach of Harvard’s bicycle and walking paths to provide a realistic, healthy, and zero carbon alternative to driving.	2030	Participated in Nashoba Regional Greenway project to identify bike and pedestrian routes

Natural Resources

	Goal: Increase the resilience of Harvard’s ecosystems and community through the coordinated implementation of nature-based solutions	Target Date	Status – May 2023
Municipal	Preserve Harvard wetlands through the following: <ul style="list-style-type: none"> • Update the Harvard Wetlands Protection Bylaw and/or regulations to reflect and adapt to changing climate conditions • Educate and advise residents on the management of private land near/in wetlands • Protect wetlands from road run-off 	2025	<ul style="list-style-type: none"> • Land Agent attended workshop on bylaw options • Applied for MVP grant application for outreach • No progress on road run-off protections
	Amend erosion control by-law to include tree clearing	2025	Applied for MVP grant for bylaw development
	Address Invasive plants and insects: <ul style="list-style-type: none"> • Develop or expand best management practice programs for Bare Hill Pond, Town conservation land, and other municipally controlled lands where invasives are a risk • Educate and provide resources to residents to manage invasives on private land 	2024	<ul style="list-style-type: none"> • Educational program being planned on invasive species management for 2023
	Improve soil health through education and best management practices	2024	Education through Earth Day event
	Improve habitat for pollinators and beneficial insects with protection and cultivation of native plants	2023	Education through Earth Day event
	Implement flood control through ranking and prioritization of replacement and upgrade of town-owned culverts	2024	No progress
	Monitor for water health, algae blooms and biodiversity of waterways. Provide education and outreach to the public regarding these issues.	ongoing	Pond testing continuing by BoH

Natural Resources (continued)

	Goal (Land Use): The Town's plans, policies, bylaws, and regulations encourage sustainable land use and development	Target Date	Status – May 2023
Municipal	Rewrite the Protective (Zoning) Bylaw and include: <ul style="list-style-type: none"> Local resilience and carbon reduction More zoning districts that are sustainable and smart growth models An updated Open Space Residential Development Bylaw that promotes open space and natural resource protection 	2026	<ul style="list-style-type: none"> MVP grant application submitted for OSRD bylaw review and outreach for fall 2023 Town Meeting Planning Board working on bylaw balancing smaller homes with open space preservation
	Educate and inform the public about sustainable land use patterns	2025	Forest management – see below
	Include climate change and sustainability as a consideration in all future Planning Board, Zoning Board of Appeals, Parks and Recreation Commission, Conservation Commission, and Open Space Committee proposals and decisions.	2023	Select Board sent a memo re. climate and sustainability. More work needs to be done.
	Ensure land use and transportation planning are coordinated	2028	No progress to date
Residential	Goal: Reduce the climate impact of our homes and yards on the local environment.		
	Educate residents on sustainable practices for lawn care, landscaping, tree care, invasive species management, and water management during drought conditions	2024	Forest Management on private land program in planning stage
	Encourage the conversion of lawn care equipment from gas-powered to electric.	2025	All electric equipment on display at Earth Day.

Agriculture

	Goal: Support the sustainability of the agricultural community and implement the 2020 Agriculture Climate Action Plan	Target Date	Status- May 2023
Municipal	Determine next steps on implementation of the 2020 Agriculture Climate Action Plan: <ul style="list-style-type: none"> Grant writing assistance Prioritize municipal initiatives to promote the economic sustainability of our farms Review Harvard’s zoning laws to allow flexibility for farm-related uses 	2025	<ul style="list-style-type: none"> Consider collaborations with Open Space, ComCon, HCT re. land use Need support of grant writing
	Commit to “Buy Local” for town events and in Harvard’s schools	2024	Requesting data from HPS to create baseline
	Goal: Strengthen community support for Harvard’s agriculture and encourage innovative approaches to farming		
Residential	Establish a forum for the sharing information and best management practices on: <ul style="list-style-type: none"> Regenerative farm practices Soil, pest, and disease management Sustainable pasture management Water management 	2025	<ul style="list-style-type: none"> Education on regenerative farm practice and soil, pest and disease management at Earth Day event. AG Commission educational forum in planning for farmers and homesteaders in 2024. Several topics under discussion (soil health, pasture management, etc.)
	Support “buy local” for local farms	2023	New signage on many roads re. buy local and right to farm. HCIC e-newsletter and social media used to promote local farms.

Preparedness

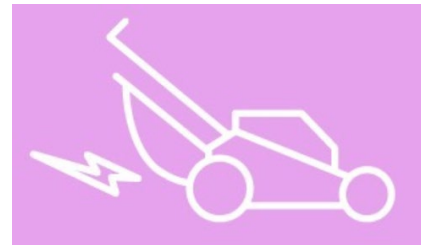
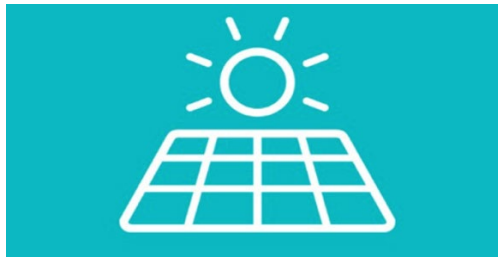
	Goal: Prepare for and reduce the risk of impact to people, property and natural resources from storms, fire, flooding, vector borne diseases and other hazards	Target Date	Status – May 2023
Municipal	Identify and prioritize vulnerable populations for outreach and assistance regarding mitigation and preparation.	ongoing	Ongoing
	Formalize which town buildings will be used as a cooling and warming center for residents and their pets.	2023	Bromfield remains cooling and warming center
	Support the implementation of climate-related priorities in the Hazard Mitigation Plan	2027	No progress to date
	Goal: Educate residents on how to prepare for impacts of climate change to mitigate negative outcomes		
Residential	Educate residents on preparations (72 hour and 7 day emergency kits) for natural hazards, the availability of town services and neighborhood approaches to mutual assistance and protection of vulnerable residents.	2023	No progress to date
	Educate residents about how to mitigate risk to themselves and their properties such as vector borne disease protection, care of wells and septic systems, water use/preservation and wildfire risk	2023	BoH addressed ticks, water use and preservation at Earth Day and in Harvard Press. More outreach will be done in next fiscal year when funding is available.

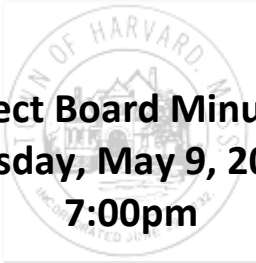
What can the Select Board do to help?

- Continue to include addressing climate change in annual goals
 - Reiterate request to boards and committees to work with HCIC on the CAP implementation
 - Include climate implications in the work that is done by Admin and Boards & Committees and ask that they seek input and help from HCIC
 - Prioritize climate considerations for building projects earlier in the planning process
- Reconsider a grant writer
- Attend a climate event to show support
- Tackle at least two climate actions, write testimonial and display a flag
- Share our newsletter with others and encourage others to get involved and take steps

Harvard Energize

<https://community.massenergize.org/HarvardMA/>





Select Board Minutes
Tuesday, May 9, 2023
7:00pm

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

Select Board participants:

Erin McBee, Kara Minar, Charles Oliver, Don Ludwig
Rich Maiore was absent.

Town Department participants:

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

Additional participants:

Lucy Wallace, Michele Girard

2022 Report - Nashua, Squannacook, and Nissitissit Rivers Wild & Scenic Stewardship Council

Council members Lucy Wallace and Michele Girard presented the annual report. They highlighted the community grant and land protection grant programs. They have started the conservation breakfasts which have been a great success. They encouraged everyone to visit their website.

Public Communication

Kathleen Doherty spoke on behalf of the Harvard Educators Association (HEA). Doherty explained the HEA will take every opportunity to speak publicly to settle a fair contract expeditiously.

Kellie Carlucci serves as the president of the HEA and is on the negotiators team. She also spoke briefly about their intent to settle a fair contract as soon as possible.

Staff Report/Updates (Attachment A)

Act on One Stop Growth grant letters for the DPW Director

Town Administrator Tim Bragan explained the first letter is for the Devens waterline interconnection. By a roll call vote, Oliver – aye, Ludwig – aye, Minar – aye, McBee – aye, the board voted unanimously to approve letter. Bragan explained the second letter is for safety improvement on Stow Road. By a roll call vote, Minar – aye, Ludwig – aye, Oliver – aye, McBee – aye, the board voted unanimously to approve letter.

Climate Initiative Committee appointment

By a roll call vote, Minar – aye, Ludwig – aye, Oliver – aye, McBee – aye, the board voted unanimously to appoint Stacia Donahue as associate member to the HCIC.

Ginny Thurston Scholarship

Don Ludwig and Charles Oliver volunteered to review the letters of interest.

Update on annual appointments; discuss ideas to recruit volunteers

Executive Assistant Julie Doucet distributed information on those individuals interested in being reappointed for another term. The Community Preservation Committee will require the board to interview applicants as two incumbents want to continue, and two new volunteers have expressed their interest in serving as well. This may also be the case with the Conservation Commission. The board members discussed different way to reach members of the community to increase volunteerism.

Recap from Town Meeting

The board members were disappointed with the turnout at the town meeting but pleased all went well. They discussed moving the date of the town meeting to earlier in April. Town Administrator Tim Bragan will investigate the implications with the budget schedule if this were to happen. They will discuss in more detail at their Strategic Planning Session in June.

Select Board Reports

Don Ludwig reported the HES building project was not closed out due to the granted wall. He expects this will happen soon.

Erin McBee noted the recent request from the Municipal Affordable Housing Trust on the Housing Production Plan.

Kara Minar reported the Planning Board has decided to await resubmittal of language for the Ayer Road overlay district from the developer.

The meeting adjourned at 8:05pm.

Documents referenced:

Nashua, Squannacook, and Nissitissit Rivers Wild & Scenic Stewardship Council Annual Report – 2022

One Stop Growth grant letters – dated 5.9.2023

FY24 – appointment update docs

TO: Rich Maiore, Select Board
FROM: Peter Dorward, Chair, Open Space Committee
DATE: May 26, 2023
SUBJECT: Open Space Committee Charter and Composition

During the past year, the Open Space Committee (OSC) has struggled to accomplish the goals of its charter, and to reach a quorum for its monthly meetings. This memo is an attempt to document the issues and suggest changes to the OSC's charter and make-up to rectify the situation.

The Problem

- OSC has struggled to have a quorum for its meeting over the past 8 months
 - Several meetings were required to be rescheduled or cancelled
 - 4 of 9 committee members have attended less than 50% of the meetings
 - Only 1 of 3 of the active recreation representatives attended any of the last 4 meetings
- While OSC has developed prioritization models for both open space protection and land acquisition for active recreation facilities, and has participated in several open space protection projects, very little has happened regarding acquiring land for active recreation facilities
 - A list of potential sites for active recreation facilities was approved by OSC in April 2022
 - A draft letter to the owners of the potential sites was approved by OSC in October 2022
 - A small subset of the owners were subsequently contacted in person to avoid any surprises because of their past involvement in Conservation organizations
 - No further outreach to the owners of those properties has occurred even though it has been on the OSC agenda every month since then, and was identified in April 2022 by OSC as being time critical
- One of OSC's primary charters was to update the Open Space and Recreation Plan (OSRP) which expires in 2023. An update was begun in 2022 but has suffered from lack of input on active recreation goals and future plans
 - The current OSRP expires in 2023. Without an approved update, the Town is ineligible to apply for certain State grants (e.g., LAND grants)
 - In 2022 the Town received a DLTA grant from MSRPC to facilitate an update to the OSRP.
 - A Town wide survey was conducted last summer, and OSC worked with MRPC to incorporate those results into an OSRP update
 - This effort has stalled due to lack of input on Goals & Objectives and 7 year planning for active recreation.

At the April 13, 2023 OSC meeting, with a minimum quorum of 5 members present, these issues were discussed, and the following recommendations were made.

Charter

In 2019, members of the Conservation Commission and the Harvard Conservation Trust petitioned the Select Board to create an Open Space Committee to focus on open space protection as the Conservation Commission was consumed with wetlands protection. The Select Board elected to add acquiring land for active recreation to the OSC's charter, even though it was pointed out this activity would be competing for Town resources with open space protection. There has been friction within the OSC over the competing charters, including an observation by a committee member that "OSC is solely focused on open space protection" in spite of the efforts to identify potential sites for active recreation.

This topic was addressed at the April OSC meeting, and most but not all members felt that we should "give it another try" with the Select Board's combined charter. However, it was felt that it was paramount to have members representing both active recreation and open space protection who are committed to working on all parts of the OSC's charter.

OSC Composition

The current structure is unwieldy - being too large, and with representation from groups that are marginally involved. And most of the work that has been accomplished has been done by a small subset of the committee.

The OSC recommends reducing the committee size from 9 to 5 voting members and one non-voting member representing:

- Agricultural Advisory Commission
- Conservation Commission
- Harvard Conservation Trust
- Recreation (Park & Rec or HAA)
- Select Board
- Town Conservation Agent (non-voting member)

Proposed Changes to Harvard Devens Jurisdictional Committee

1. Proposed change to include terms for committee members

Proposed copy inclusion: *“Committee members will serve three-year terms with opportunity for re-appointment.”*

Proposed staggering of terms:

- Redinger, Myllykangas terms expire 2024
- Knowles, Green, and Normand 2025

2. Proposed change to expand HDJC purview to include exploring additional options for deposition of land formerly under Harvard’s jurisdiction.

Proposed copy changes in red. *“...presenting ~~a~~ plans to the Town of Harvard voters for **full and partial resumption** of jurisdiction over the land presently part of Devens formerly under the jurisdiction of the Town of Harvard...”*

DRAFT Charter for Transfer Station Committee. 6/1

The Town of Harvard Select Board proposes creating an ad-hoc committee to review current function, services, and usage of the Town's Transfer Station and provide a suite of recommendations to increase its viability for the future.

The Committee will gain insights through review of current of user data, and interviews with Head of Dept of Public Works, Town Hall staff, other relevant town committees and residents—both those that currently use the transfer station and those that do not. If it deems necessary, the Committee will host town-wide forums to gain further insights and ideas.

The committee will develop a brief report of their findings and recommendations to increase usage by residents, to enhance the services and experience, and identify potential revenue opportunities through a possible re-envisioning of the Transfer Station.

The report will also include estimated costs for any recommended potential improvements.

The make-up of the committee will include:

- 3 At-large residents
- 1 Member of Harvard Energy Advisory Comm
- 1 Member of Harvard Climate Initiative
- 1 Member of Board of Health
- 1 Member of Select Board

The Committee will provide periodic updates to the Select Board over the summer and fall of 2023 with the goal of presenting a draft report to the Select Board by December 2023.

June ____, 2023

Mr. John Maher
Director of Government Affairs
Charter Communications, Inc.
301 Barber Avenue
Worcester, MA 01606
BY: Certified Mail
BY: E-MAIL: john.maher@charter.com

Vice President/General Manager
Charter Communications
95 Higgins Street
Worcester, MA 01606
BY: Certified Mail

Paul Abbott, Esq.
Vice President, Government Affairs
Charter Communications
601 Massachusetts Ave. NW, Suite 400W
BY: Certified Mail
BY: E-MAIL: paul.abbott@charter.com

General Counsel
Charter Communications, Inc.
Charter Plaza
St. Louis, Missouri 63131
BY: Certified Mail

Re: Town of Harvard Cable License – PEG Access Support (Section 13.3(b))

Dear Mr. Maher, Attorney Abbott, Persons Holding the Above Referenced Positions:

I am to inform you that on June ____, 2023, the Select Board, which serves as cable television licensing “Issuing Authority”, voted pursuant to Section 13.3(b) of the Renewal License granted to Charter Communications Entertainment I, LLC (Effective Date: January 8, 2015) to increase the PEG Access Operating Support percentage from four and one-half percent (4.5%) of Gross Revenue to four and eight-five hundredths percent (4.85%) of Gross Revenue beginning January 1, 2024 (with the first quarterly payment at this higher percentage being made on or before May 15, 2024).

For information purposes, I note that the above voted percentage increase was recommended by the Town’s Cable Advisory Committee, based on multiple factors, as described by the Committee. More specifically:

1. The pandemic caused and resulted in an expanded communications role for Harvard Cable TV (“HCTV”) (operated directly by and through the Town) that is continuing and will likely continue. HCTV is equipping and staffing facilities for hybrid meetings and is now cablecasting almost all board and committee meetings. This is an increased responsibility, requiring increased funding.
2. In addition to funding from Charter, HCTV receives significant support from the Harvard public schools and from the Town of Harvard omnibus budget. As HCTV seeks and

obtains public funding, it does not want to be seen as leaving other funding sources untapped. Obtaining further Charter revenue demonstrates this.

3. While the License, mirroring the Cable Act, permits as much as 5.0% of Gross Revenues for PEG Access Support (the “franchise fee”), the Committee feels that 4.85% is comfortable place to be at this time. The difference of 0.15% is approximately \$2,400 annually.
4. While we are aware that this increase in percentage support for PEG Access payments may be passed on by Charter to its cable subscribers, this increase should be seen in the context of the continued rise in Charter’s subscriber fees. In light thereof, there appears to be a weak relationship between PEG Access support and subscriber costs.

Thank you for your attention to this matter. We would appreciate written acknowledgment of receipt of this letter.

Please feel free to contact this office if there are any questions regarding this matter.

Sincerely,

Richard D. Maiore
Chair