



Posted 10.14.2021 at 3:00pm by JAD

SELECT BOARD

AGENDA

Tuesday, October 19, 2021

7:00pm

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

UpperTH ProWebinar is inviting you to a scheduled Zoom meeting.

Topic: Select Board

Time: Oct 19, 2021 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/86049998230?pwd=dUZ2cWp6TWtmbFR4WWZZRFV6ZG5KUT09>

Meeting ID: 860 4999 8230

Passcode: 190770

Dial by your location

Find your local number: <https://us02web.zoom.us/u/kb990XUCKf>

+1 253 215 8782 US

One tap mobile

+1 301 715 8592 US

+13126266799,,123906012# US (Chicago)

+19294362866,,12390012# US (New York)

Agenda Items

- 1) Carlson Orchards Entertainment License Hearing (7:00)
- 2) Follow up from the Annual Town Meeting (7:10)
- 3) Public Communication (7:30)
- 4) Discuss upcoming budget season (7:35)
- 5) Staff Report/Updates (7:45)
- 6) Action/Discussion items: (8:00)
 - a) Act on request from the Agricultural Advisory Commission to appoint Matthew Varrell as a voting member on the commission from an alternate member.
 - b) Act on chapter land notice of intent – 39 Glenview Drive
 - c) Discuss adopting the code of conduct
- 7) Select Board Reports

Next Regular Select Board Meeting

Tuesday, November 2, 2021

7:00pm

All times are approximate besides scheduled public hearings.



TOWN OF HARVARD
Offices of the Select
Board



GENERAL LICENSE
APPLICATION

Please check all boxes that apply:

- One Day Liquor License \$50.00
- Farmers Market License \$50.00
- Carry-In (BYOB) \$50.00
For Common Victualler
- Common Victualler License \$25.00
- Entertainment License \$25.00
- Entertainment License \$75.00
With Carry-In (allows patrons to bring in beer and/or wine)

Franklyn W. Carlson, Pres.

September 12, 2021

| Applicant | | Date |
|------------------------|--------------|------------------------------|
| Carlson Orchards, Inc. | | |
| Business Name | | DBA (if different) |
| 115 Oak Hill Road, | 978-456-3916 | fcarlson@carlsonorchards.com |
| Street Address/PO Box | Telephone | Email |
| Harvard | MA | 01451 |
| City/Town | State | Zip |

The licensed premises, activity, or equipment shall be located at the following address:
(include what zoning district the business will be in)

115 Oak Hill Road, Harvard, MA. A/R district

This license is requested for the following expected hours of operation and days of the week.

11 am to 7:30 pm, Thurs, Fri, Sat & Sun (6pm Sun) *(amended see attached)*

Describe activity in the space below details of the license you're applying for (include any floor plan, if necessary):

Small group musicals, band or Blue Grass type music.
Being played in our Patio Area at The Cider Barn or inside when cooler weather arrives.
Patio area is fully outlined in our alcohol license.

Entertainment License Application
Pursuant to M.G.L. c. 140, §183A
(Only if you are applying for an entertainment license)

Please check all that apply:

Dancing: By Patrons _____ By Entertainers _____ No Dancing

Music: Recorded _____ Juke Box _____ Live Music

Amplification System No Music _____

Shows: Theatre _____ Movies _____ Floor Show _____

Light Show _____ No Shows

Admission Charges: Yes _____ No

If yes, how much (or submit an admission schedule) _____

Other (Indicate Quantity): Televisions _____ Video Games _____ Pool/Billiard Tables _____

Does the facility have a sprinkler system? Yes _____ No

Please fully describe the proposed entertainment (Type, dates, hours of operation, indoors/outdoors, number of maximum patrons/attendees, etc. You may also submit a separate narrative to answer this question in deeper detail if more space is required):

In addition, please submit the required documentation as part of your application:

1. Floor Plan of the proposed licensed premises;
2. Proof of adequate liability insurance (including alcohol insurance for on-premises liquor licenses)
3. Proof of Worker's Compensation Insurance certificate;
4. Adequate TIPS certified documentation only for proposed Manager of on-premises liquor licenses).

I certify under pains of perjury that I, to the best knowledge and belief, have filed all state tax returns and paid all state taxes required under law, and that all the information in this application are to the best of my knowledge correct.


Signed Via SeamlessDoc.com
Key: ab2a3b788fdcc8f4eada3630da3055b

09/12/2021

Signature

Date

Upton Connell & Devlin, LLP

112 Water Street, Suite 201
Boston, Massachusetts 02109
617-227-3277
Fax 617-227-3222

October 5, 2021

Timothy P. Bragan
Town Administrator
13 Ayer Road
Harvard, Massachusetts 01451

Re: Carlson Orchards, Inc.
114 Oak Hill Road, Harvard, MA

Dear Mr. Bragan:

With respect to the formerly filed application of Carlson Orchards, Inc. for an annual Entertainment License, I, on behalf of Carlson Orchards, Inc., respectfully request the Town of Harvard to consider that application to be amended as fourteen (14) One Day Entertainment License applications for the following dates, all to be conducted from 1:00 p.m. to 7:00 p.m., outside of the barn building on the patio area of the premises:

October 22, 23 & 24, 2021;
October 29, 30 & 31, 2021;
November 5, 6 & 7, 2021;
November 12, 13 & 14, 2021; and
November 19 & 20, 2021

Please let me know if there is any additional information or documentation you may need from myself or the applicant to have this request heard at your next public meeting. Thank you for your attention to this matter.

Very truly yours,

John P. Connell

John P. Connell

cc: Frank Carlson



HARVARD POLICE DEPARTMENT

To: **Town of Harvard Select Board**
From: **Acting Chief James Babu**
Date: **10/13/2021**
Re: **Carlson's Orchard's Annual Entertainment License**

I have reviewed the application for the annual entertainment license filed by Mr. Frank Carlson. After a review of the application, I do not see any public safety reasons to justify denial for the application but I would like to address some concerns in regards to parking.

On 10/23,10/24,10/30 and 10/31 we have a detail officer stationed there for the apple picking events, assisting with the traffic issues. Four out of the 14 days requested for the one-day entertainment license, run concurrently with the Apple Picking days, listed above. As this is the peak season, my only concern is that Mr. Carlson has enough parking to accommodate the increase of the extra visitors.

If there are over 100 people, I would request that a detail officer be present for these events where alcohol is served.

Respectfully,

Acting Chief James Babu

Law Office of Thomas A. Gibbons, PC.

Thomas A. Gibbons, Esq.
tgibbons@tgibbonslaw.com
Licensed to practice in MA & NH

www.tgibbonslaw.com
21 Park Street
Ayer, MA 01432
Telephone: (978)772-2284
Facsimile: (978)772-0802

Kyle J. Croteau, Esq.
kcroteau@tgibbonslaw.com
Licensed to practice in MA

Dana L. Skehan, Esq.
dskehan@tgibbonslaw.com
Licensed to practice in MA

September 14, 2021

VIA IN HAND

Board of Selectmen
Town of Harvard ✓
13 Ayer Road
Harvard, MA 01451

VIA IN HAND

Board of Assessors
Town of Harvard
13 Ayer Road
Harvard, MA 01451

RECEIVED
SEP 14 2021

BOARD OF ASSESSORS
TOWN OF HARVARD

VIA IN HAND

Conservation Commission
Town of Harvard
13 Ayer Road
Harvard, MA 01451

VIA IN HAND

Planning Board
Town of Harvard
13 Ayer Road
Harvard, MA 01451

VIA CERTIFIED MAIL

Department of Conservation and Recreation
Jim Montgomery, Commissioner
Attn: State Forester
251 Causeway Street, Suite 90
Boston, MA 02114

RE: NOTICE OF INTENT TO SELL LAND under Massachusetts General Laws Chapter 61B, §9 specifically selling a portion of land located at 39 Glenview Drive, Harvard, Massachusetts, identified as the Town of Harvard Assessor's "Parcel ID 5/77".

To Whom It May Concern:

Please be advised that this office represents Daniel F. Ferguson and Anne T. Ferguson. This letter is to serve as notice that Daniel F. Ferguson and Anne T. Ferguson of 39 Glenview Drive, Harvard, Massachusetts 01451, and who can be reached through the care of the Law Office of Thomas A. Gibbons, P.C. at (978) 772-2284, intends to sell a portion of land situated at 39 Glenview Drive, Harvard, Massachusetts for conversion to residential use and construction of a single family home thereon. Specifically, the land to be sold is shown as Lot 2 on a plan entitled "Plan of Land in Harvard, Mass. Prepared for Daniel F. & Anne T. Ferguson" dated June 2021, recorded in the Worcester South Registry of Deeds in Plan Book 958, Page 74. (See Exhibit A.) Lot 2 contains 4.08 acres of land more or less, according to said plan and is a portion of the land shown on Assessor's Map

5, Parcel 77. This parcel is a portion of the premises described in a deed to Daniel F. Ferguson and Anne T. Ferguson recorded at the Worcester South Registry of Deeds in Book 47402, Page 44. (See Exhibit B.) A copy of the Classified Forest-Agricultural or Horticultural-Recreational Land Tax Lien is recorded at the Worcester South Registry of Deeds in Book 51880, Page 246. (See Exhibit C.)

The Fergusons have received a bona fide offer to purchase this parcel, which is documented in the attached certified copy of a purchase and sale agreement between Daniel F. Ferguson and Anne T. Ferguson and Christine Ofsthun for the amount of \$350,000.00. (See Exhibit D.)

Pursuant to Massachusetts General Laws Chapter 61B, Section 9, the Town of Harvard has one hundred twenty (120) days from the date of the mailing of this Notice in which to provide Daniel F. Ferguson and Anne T. Ferguson written notice of its intent to exercise its rights of first refusal option to meet the bona fide offer to purchase the above-referenced property. Mr. and Mrs. Ferguson respectfully request that if the Town of Harvard, acting by and through its Board of Selectmen, decides that it will not exercise its option, and that decision is made prior to the expiration of the one hundred twenty (120) day option period, that it please notify the Law Office of Thomas Gibbons, on behalf of Mr. and Mrs. Ferguson, of said decision so that the parties may complete the conversion in a more expeditious fashion.

If you have any questions or concerns regarding this matter, please do not hesitate to contact me at the above address and phone number.

Very truly yours,

A handwritten signature in black ink, appearing to read 'T. Gibbons', with a long horizontal flourish extending to the right.

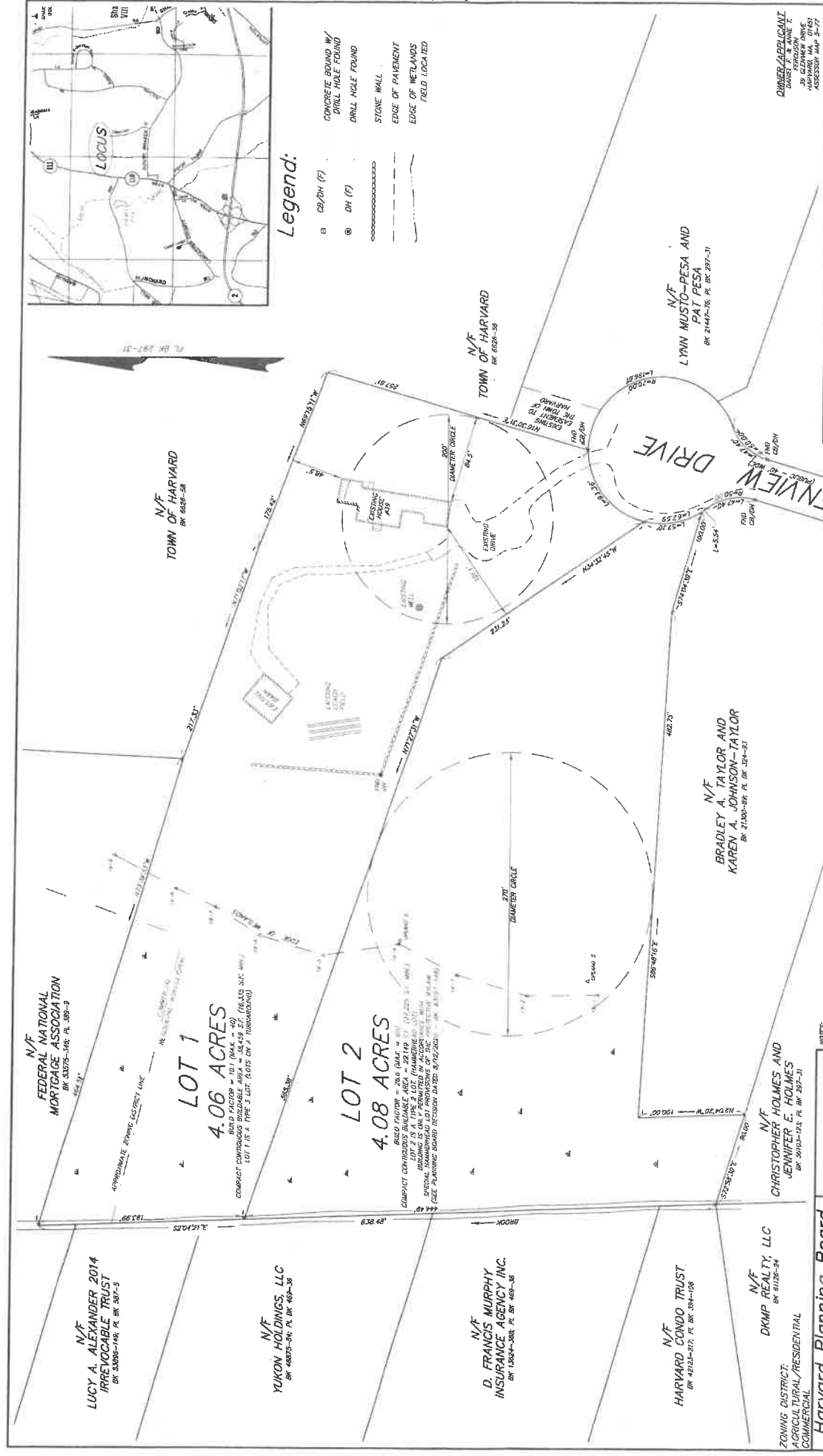
Thomas A. Gibbons, Esq.

TAG/df
Enclosures
cc: Client

Exhibit A



- Legend:**
- CB/DH (F)
 - DH (F)
 - CONCRETE BOUND W/ DRILL HOLE FOUND
 - DRILL HOLE FOUND
 - STONE WALL
 - EDGE OF PAVEMENT
 - EDGE OF WETLANDS FIELD LOCATED



OWNER/APPLICANT
DANIEL F. FERGUSON
39 CLAREMONT DRIVE
HARVARD, MASSACHUSETTS 01451
ASSESSOR MAP 5-71

PREPARED FOR
Harvard, Mass.
Daniel F. & Anne T. Ferguson
June, 2021

SCALE: 1" = 40'

DATE: _____

SURVEYOR: _____

PLAN OF LAND OR
1" = 40'
0 20 40 60 80 100 120
FEET
0 5 10 15 20 25 30 35
ACRES

CERTIFY THAT THIS PLAN
CONFORMS WITH THE RULES
AND REGULATIONS OF THE
REGISTER OF DEEDS.

DATE: _____

THE SUBSCRIBER OF THIS PLAN IS NOT INTENDING TO BE A COMPARISON TO THE TITLE RECORDS OF THE REGISTER OF DEEDS.

RESERVES SHOULD BE MADE FOR THE REGISTER OF DEEDS, RESTRICTIONS, RESERVATIONS OR OTHER ENCUMBRANCES WHICH MAY BE REVEALED BY AN EXAMINATION OF THE TITLE.

THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO HAVING ONE RIGHT REVEAL.

REF: L-14021, JOB #21263

DEFD: 47402-44

MB: 815-35

DRAFTED: SPW

CXT: #5

CH: 41, S: 81-1

DATE: July 13, 2021

MEMBER: The Harvard Planning Board currently consists of three (3) appointed members, including the following:

MEMBER: _____

NOTES:

1. S. & A. J. HOLMES & COMPANY, INC. HAS BEEN DESIGNATED AS A DED TO DANIEL F. FERGUSON AND ANNE T. FERGUSON - BR. 47402-44

2. SEE TOWN OF HARVARD PLANNING BOARD DECISION DATED 8/12/2020 - RECORDED IN BR. 63152-146

3. ENDORSEMENT OF THIS PLAN BY THE TOWN OF HARVARD PLANNING BOARD DOES NOT CONSTITUTE OR IMPLY APPROVAL OR ACKNOWLEDGMENT THAT PARTICULAR USE OF PARCELS ARE IN COMPLIANCE WITH APPLICABLE STATE OR FEDERAL ENVIRONMENTAL, LAND USE, OR OTHER LOCAL, STATE OR FEDERAL LAWS, ORDINANCES, REGULATIONS, OR DECISIONS.

4. ENDORSEMENT OF THIS PLAN DOES NOT SIGNIFY COMPLIANCE WITH ZONING BYLAW.

REGISTERED PROFESSIONAL ENGINEER
PLAN BOOK: 955 PLAN: 11
Sheet: 1 of 1
DATE: 105-
F. FERUSON, P.E.
Professional Engineer

CHARTERED PROFESSIONAL SURVEYOR
DATE: July 13, 2021
MEMBER: _____

Harvard Planning Board
APPROVAL UNDER SUBDIVISION CONTROL LAW NOT REQUIRED
CH. 41, S. 81-1

ZONING DISTRICT:
AGRICULTURAL/RESIDENTIAL
COMMERCIAL

N/F
LUCY A. ALEXANDER 2014
IRREVOCABLE TRUST
BR. 33378-148, PL. BR. 389-3

N/F
YUKON HOLDINGS, LLC
BR. 48823-04, PL. BR. 488-38

N/F
D. FRANCIS MURPHY
INSURANCE AGENCY INC.
BR. 15884-306, PL. BR. 488-38

N/F
HARVARD CONDO TRUST
BR. 42123-271, PL. BR. 844-108

N/F
DKMP REALTY, LLC
BR. 81226-34

N/F
BRADLEY A. TAYLOR AND
KAREN A. JOHNSON-TAYLOR
BR. 21000-89, PL. BR. 324-51

N/F
TOWN OF HARVARD
BR. 6324-58

N/F
LYNN MUSTO-PESA AND
PAT PESA
BR. 21447-76, PL. BR. 287-31

N/F
TOWN OF HARVARD
BR. 6688-58

Exhibit B



Bk: 47402 Pg: 44
Page: 1 of 3 06/19/2011 11:29 AM

QUITCLAIM DEED

FEDERAL HOME LOAN MORTGAGE CORPORATION, a corporation organized and existing under the laws of the United States of America of 8050 Jones Branch Drive, Mailstop A62, McLean, VA 22102,

For consideration paid **TWO HUNDRED EIGHTY NINE THOUSAND FOUR HUNDRED AND THIRTY AND 00/100 (\$289,430.00) DOLLARS**

grants to **Daniel F. Ferguson and Anne T. Ferguson**

of 22 Glenview Drive, Harvard, MA 01451

With **Quitclaim Covenants** the following described premises:

Property Address: 39 Glenview Drive, Harvard, MA 01451

A certain parcel of land situated eighty (80) feet, more or less, northwesterly of the circle at the end of Glenview Drive, in Harvard, Worcester County, Massachusetts, bounded and described as follows:

Beginning at the southeasterly corner of the lot at the northeasterly corner of lot 8, said lot being shown on Plan No. 3152 by Perkis Co.,

Thence N. 71° 01' 02" W. by the wall, thirty eight and 05/100 (38.05) feet;

Thence N. 70° 35' 31" W. by the wall three hundred fifteen and 38/100 (315.38) feet to a drill hole in the corner of the wall;

Thence N. 4° degrees 18' 14" E by the wall, one hundred twenty four and 58/100 (124.58) feet;

Thence N. 70° 14' 19" W four hundred sixty six and 85/100 (466.85) feet to the brook at land of Leslie A. Davis, the last four courses being lot 8;

Thence N. 2° 4' 20" W by the brook, thirty-five (35) feet;

Thence S. 73° 39' 33" E four hundred sixty four and 51/100 (464.51) feet;

Thence S 71° degrees 2' 17" E two hundred seventeen and 33/100 (217.33) feet;

Thence S 69° 15' 11" E two hundred seventy eight and 12/100 (178.12) feet to the point of beginning. The last five courses being by land of Leslie A. Davis.

Being the parcel of land shown on plan No. M-1091 by Charles A. Perkins, Co. Inc. Clinton Mass. Entitled "Land in Harvard, Mass. Surveyed for Dianne E. Whilkey, October 1966" recorded plan book 305, plan 44.

ALSO:

A certain parcel of land situated in said Harvard, shown as Lot No. 8 on plan entitled "Shaker Glenn, subdivision of land in Harvard, Mass. Surveyed by George V. Moore, scale of 1 inch= 40 feet, October 1965, by Charles A. Perkins CO., Engineers and Surveyors, Clinton, Mass., Plan No. 3152." Said parcel is further bounded and described as follows:

Beginning at the northeasterly corner of Lot No. 7 as shown on the above described plan in the southeasterly corner of Lot No. 8;

Thence running N. 74° 4' 39" W six hundred ninety four and 85/100 (694.85) feet by said Lot 7 to the center of a brook at land of Earl Stone;

Thence turning and running N. 2° 4' 20" W by the center of said Brook to the corner of land of Leslie A. Davis;

Thence running S 70° 14' 19" E four hundred sixty six and 85/100 (466.85) feet by said Davis land to a corner at a stone wall;

39 Glenview Drive Harvard MA 01450

Thence running S 4° 18' 15" W one hundred twenty four and 58/100 (124.58) feet along a stone wall by said Davis land to a drill hole in the corner of said stone wall;

Thence continuing along the said stone wall S 70° 35' 31" W three hundred fifty and 38/100 (315.38) feet by said Davis land to another stone wall;

Thence continuing from last named stone wall S 70° 35" E by said Davis land thirty-eight and 05/100 (38.05) feet to an easement granted to the Town of Harvard;

Thence running S 16° 30' 31" W by the southwesterly side of said easement seventy nine and 51/100 (70.51) feet to a turn around;

Thence running in a curve to the left in a westerly, southwesterly and southerly direction on said curve on an arc of one hundred fifty and 44/100 (150.44) feet, on a radius of seventy (70) feet, to the point of beginning.

The above mentioned plan was also recorded with the Worcester District Registry of Deeds, Plan Book 297, Plan 31.

Subject to rights re poles and wires as in instrument recorded with said Deeds in Book 4651, Page 217.

Meaning and intending to describe the same premises conveyed in Deed dated November 14, 2005 and recorded with the Worcester County Registry of Deeds in Book 38261, Page 51. Also a parcel of land situated westerly of Glenview Drive in said Harvard, bounded and described as follows:

Beginning at a point at the southeasterly corner of the premises described, said point being located N 72° 58' 30" W and distant five hundred sixty-three and 16/100 (563.16) feet from a concrete bound on the westerly side of Glenview Drive, thence N 72° 58' 30" W by Lot 6-A shown on a plan hereinafter referred to, ninety (90) feet to the center of a brook at land now or formerly of Earl Stone; thence N 2° 04' 20" W by said Stone land and by said brook two hundred ten (210) feet to a point at the southwesterly corner of Lot 8 shown on a plan hereinafter referred to; thence S 74° 04' 39" E by said Lot 8, five hundred ninety four and 85/100 (594.85) feet to a point at lot 7-B on a plan hereinafter referred to; thence S 86° 48' 16" W by Lot 7-B, four hundred eighty-two and 75/100 (482.75) feet to a point; thence S. 2° 04' 20" E by Lot 7-B, one hundred (100) feet to the point of beginning.

Being Lot 7-A shown on Plan No. M-1278 entitled "Land in Harvard, Mass. surveyed for Dianne E. Wilkey; by Charles A. Perkins Co., Inc. Civil Engineers & Surveyors, Clinton, Mass. dated Jan. 1969, recorded Plan Book 324, Plan 93.

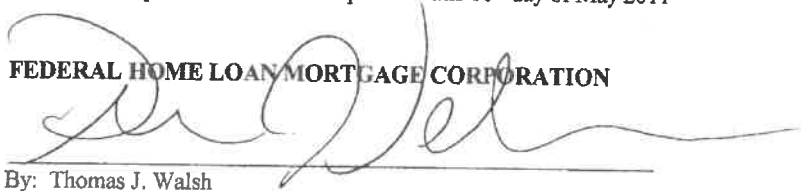
Being a portion of the same premises described in Deed recorded with the Worcester County Registry of Deeds in Book 9354, Page 66.

For title reference see Foreclosure Deed dated July 26, 2010 and recorded August 11, 2010 with the Worcester County Registry of Deeds in Book 46149 Page 140 and 147

THE SELLER IS EXEMPT FROM PAYING THE MASSACHUSETTS STATE EXCISE STAMP TAX BY VIRTUE OF 12 UNITED STATES CODE 1452.

This conveyance is in the ordinary course of business and does not constitute a transfer of all or substantially all of the corporate assets of Federal Home Loan Mortgage Corporation in Massachusetts.

WITNESS the execution and the corporate seal of said corporation this 16th day of May 2011

FEDERAL HOME LOAN MORTGAGE CORPORATION


By: Thomas J. Walsh
As Its Attorney In Fact

For authority see Power of Attorney filed with the Worcester (Southern District) County Registry District of the Land Court as Document No. 72671 See the Vote filed with said Land Court as Document No. 72672

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

May 16, 2011

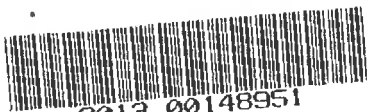
On this 16th day of May, 2011, before me, the undersigned notary public, personally appeared Thomas J. Walsh, as Attorney In Fact for Federal Home Loan Mortgage Corporation, proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as his free act and deed and the free act and deed of Federal Home Loan Mortgage Corporation, before me,



Notary Public: Kristin M. Reynolds
My Commission Expires: October 20, 2017



Exhibit C



2013 00148951
Bk: 51880 Pg: 246
Page: 1 of 1 12/23/2013 09:05 AM WD

The Commonwealth of Massachusetts
Harvard

Name of City or Town

Office of the Board of Assessors

Classified Forest-Agricultural or Horticultural-Recreational Land Tax Lien

The Board of Assessors in the city/town of Harvard hereby states it has accepted and approved the application of Daniel & Anne Ferguson

owner(s) of the real property described below, for the valuation, assessment and taxation of that property as classified forest agricultural or horticultural recreational land under the provisions of General Laws Chapter 61 61A 61B . This classification is effective as of January 1, 2014 for the fiscal year beginning July 1, 2014.

DESCRIPTION OF PROPERTY

(The description must be sufficiently accurate to identify the property. In the case of registered land, the Certificate of Title Number and the Registry Volume and Page must be given.)

Assessors Map 5 Block 77 is 39 Glenview Drive, deed reference is Book 47402 Page 44,
total of 8.14 acres of which 6 acres are classified as Chapter 61B Recreational

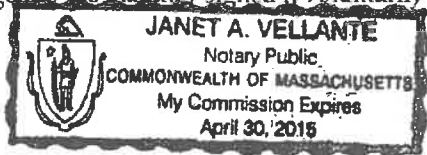
This statement made on the 19th day of December, 2013 constitutes a lien upon the property as provided in General Laws Chapter 61, § 2 61A, § 9 61B, § 6 .

[Signature]
[Signature]
[Signature]
Board of Assessors

The Commonwealth of Massachusetts

Worcester ss.

On this 19th day of Dec., 2013, before me, the undersigned notary public, personally appeared Joseph Theriault, Debra George, Don Graham as Board of Assessors for the city/town of Harvard, proved to me through satisfactory evidence of identification, which were personally known, to be the persons whose names are signed on the preceding document in my presence, and acknowledged to me that they signed it voluntarily for its stated purpose.



[Signature]
Notary Public

My commission expires _____

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

ATTEST: WORC. Anthony J. Vigliotti, Register

seal

STANDARD FORM LAND PURCHASE AND SALE AGREEMENT

CERTIFIED TO BE A TRUE COPY

BY Anne Ferguson

20th 08/20/21 4:57 PM EDT This XX day of June, 2021

From the Office of: Thomas A. Gibbons 21 Park St, Ayer, MA 01432 Ofc: 978-772-2284 fax: 978-772-0226

- 1. PARTIES AND MAILING ADDRESSES Daniel F. Ferguson and Anne T. Ferguson of 39 Glenview Drive, Harvard, MA 01451, hereinafter called the SELLER, agrees to SELL and Christine Ofsihun of Littleton, Ma, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises. Lot 2, 39 Glenview Drive, Harvard, MA 01451
2. DESCRIPTION A lot containing 177,724.8 sq. ft. +/- of land presently known and numbered as Lot 2, 39 Glenview Drive, Harvard, MA 01451 being a portion of the premise in the deed to the Seller dated May 16, 2011 and recorded with the Worcester South District Registry of Deeds in Book 47402, Page 44 (the "Premises").
3. TITLE DEED Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except: (a) Provisions of existing building and zoning laws; (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed; (c) Any liens for municipal betterments assessed after the date of closing; (d) Easements, restrictions and reservations of record, if any, provided the same do not interfere with the use of the property for single family dwelling purposes.;
4. PLANS If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
5. REGISTERED TITLE In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient for issuance of a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable such Certificate of Title to be issued.
6. PURCHASE PRICE The agreed purchase price for said premises is Three Hundred Fifty Thousand dollars (\$350,000.00), of which \$ 500.00 has been paid as a deposit with the accepted offer and \$ 17,000.00 has been paid as a deposit upon execution of the Purchase and Sale Agreement \$ 332,500.00 are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s). \$ 350,000.00 TOTAL
7. TIME FOR PERFORMANCE; DELIVERY OF DEED Such deed is to be delivered at 1:00 p.m., on the 13th day of October, 2021, at the Worcester South Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. Closing can occur remotely or at buyer's attorney's office upon 3 days' notice.
8. POSSESSION AND CONDITION OF PREMISES Full possession of said premises FREE OF all tenants and occupants is to be delivered at the time of the delivery of the deed, said premises to be then in compliance with provisions of any instrument referred to in clause 4 hereof.
9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written

notice thereof to the BUYER at or before the time for performance hereunder, and there upon the time for performance hereof shall be extended for a period of thirty days.

10. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.**

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
11. **BUYER'S ELECTION TO ACCEPT TITLE**

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.
12. **ACCEPTANCE OF DEED**

The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
13. **USE OF MONEY TO CLEAR TITLE**

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.
14. **ADJUSTMENTS**

Taxes for the then current fiscal year, shall be apportioned, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. .
15. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES**

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
16. **BROKER'S FEE**

A Broker's fee for professional services is due from the SELLER to the MRM Associates, but only if, as, and when the SELLER receives the full purchase price pursuant to this Agreement, and the BUYER accepts and records the SELLER'S deed but not otherwise and regardless of the reason for failing to close hereunder. MRM Associates shall pay a co-broker fee to Cowley Associates Real Estate.
17. **BROKER(S) WARRANTY**

The Broker(s) named herein MRM Associates and Cowley Associates Real Estate warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.
18. **DEPOSIT**

All deposits made hereunder shall be held in escrow by MRM Associates as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER.

19. **BUYER'S
DEFAULT;
DAMAGES** If the BUYER shall fail to fulfill the BUYER'S agreement herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, which shall be the Seller's sole remedy at law and in equity. Seller and Buyer hereby agree that this liquidated damages provision provides a reasonable forecast, at the time of the signing of this Agreement, of Seller's losses, which are difficult to determine, that could result if Buyer does not consummate the purchase on the closing date provided for herein, including without limitation any losses which could result from Seller's inability to resell the premises for the same agreed purchase price due to any number of any presently undeterminable factors, whether or not any such losses are actually incurred by Seller. The Buyer and Seller have carefully reviewed this default provisions of the Purchase and Sale Agreement prior to entering the Agreement, with the benefit of qualified legal counsel of their choosing, and hereby acknowledge that this is a fair and reasonable liquidated damages clause and not a penalty.
20. **RELEASE BY
HUSBAND OR
WIFE** The SELLER'S spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
21. **BROKER AS
PARTY** The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
22. **LIABILITY OF
TRUSTEE,
SHAREHOLDER,
BENEFICIARY,
etc.** If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
23. **WARRANTIES
AND
REPRESENTATIONS** The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): None
24. **MORTGAGE
CONTINGENCY
CLAUSE** Not Applicable. Cash purchase.
25. **CONSTRUCTION
OF AGREEMENT** This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.
26. **ADDITIONAL
PROVISIONS** The initialed riders, if any, attached hereto, are incorporated herein by reference.
- Any matter of practice arising under or relating to this agreement which is the subject of a title standard or a practice standard of the Massachusetts Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

Christine Ofsthun is a Massachusetts licensed real estate agent.

This sale is subject to the Town of Harvard releasing Chapter 61B lien in a timely fashion.

dt

Authentisign ID: 3FD135B3-59E4-4407-A626-0E326B0AE4CB

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Authenti

Anne T. Ferguson

08/20/2021

9:43 PM

8/20/2021 9:43:58 PM EDT

SELLER

Authenti

Daniel F. Ferguson

08/20/2021

7:07 PM

8/20/2021 7:07:35 PM EDT

Date

SELLER

Date

BUYER

Christine Ojstun

detloap verified
08/20/21 4:57 PM EDT
MICN-29AM-4COB-WZRB

Date

BUYER

Date

TOWN OF HARVARD
CODE OF CONDUCT
FOR TOWN ELECTED AND APPOINTED OFFICIALS

I. PURPOSE

The Town recognizes that all individuals elected and/or appointed by the Town must maintain and enforce respectful discourse with their fellow elected and/or appointed members, with those who work for the Town, those who volunteer their time and services on behalf of the Town and members of the public by striving at every meeting, forum or other official interaction to treat every person fairly and with respect regardless of any differences of opinion.

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

II. APPLICABILITY

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

III. CODE OF CONDUCT

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

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

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

Further, all elected and appointed officials of the Town must assume the following responsibilities:

A. Conduct Generally and in Relation to the Community

- Be well informed concerning the local and state duties of a board/committee member.
- Never purport to represent the opinion of your board/committee except when specifically authorized by a recorded vote to do so.
- Accept your position as a means of unselfish public service, not to benefit personally, professionally or financially from your board/committee position.
- Recognize that the chief function of local government at all times is to serve the best interests of all of the people.
- Demonstrate respect for the public that you serve.
- Safeguard confidential information.
- Conduct yourself so as to maintain public confidence in our local government.

- Conduct official business in such a manner that you cannot be improperly influenced in the performance of your official duties.
- Unless specifically exempted, conduct the business of the public in a manner that promotes open and transparent government.
- Comply as fully as possible with all Town policies, including, without limitation, the following:
 - Anti-harassment and Anti-discrimination Policy
 - Anti-fraud Policy
- Comply as fully as possible with all applicable laws, including, without limitation, the following:
 - The Open Meeting Law
 - Procurement Laws
 - The Ethics/Conflict of Interest Statute (G.L. c.268A).

B. Conduct in Relation to other elected and appointed officials

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

C. Conduct in Relation to the Town Administrator

- Recognize and support the administrative chain of command and refuse to act on complaints as an individual outside the administration.
- Give the Town Administrator full responsibility for discharging his or her disposition and/ or solutions.
- Refrain from giving orders or directions to the Town Administrator for action as an individual board/committee member.

- Refrain from providing information to the Town Administrator that you would not be willing to share with other board/committee members.

D. Conduct in Relation to Town Staff

- Treat all staff as professionals and respect the abilities, experience, and dignity of each individual.
- Refrain from giving instructions to or requesting assistance from Town staff but rather channel all such activities through the Town Administrator.
- Never publicly criticize an individual employee or a department. Concerns about staff performance should only be made to the Town Administrator through private communication.
- Officials who interact with Town staff must do so in a respectful manner and understand employees should not be expected to take direction from any individual official on any matter.

IV. DISTRIBUTION AND EDUCATION

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

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

V. ENFORCEMENT

A. Generally

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

If any elected or appointed official is accused of violating the Town's Anti-Harassment and Anti-Discrimination Policy, the Town Administrator shall refer the matter for investigation to the contact named in the Anti-harassment and Anti-Discrimination policy or a disinterested outside firm or individual qualified to investigate the alleged conduct. The Town Administrator shall not be obliged to obtain any additional authority; this Code shall be sufficient authority. The firm or individual to whom the matter is referred shall promptly investigate the matter and report back findings of fact and recommendations to the Town Administrator. The Town Administrator shall share the reported findings and recommendations with the elected official's board/committee. The board/committee shall then take such action as is authorized by law and as it deems fit in response to the matter.

If an elected or appointed official is accused of violating any other provision of this Code of Conduct, the board/committee that the official represents or if applicable the appointing authority may take such action as is authorized by law and as it deems fit or it may vote upon request of the Town Administrator/Manager or on its own to refer the matter to a disinterested outside firm or individual qualified to investigate the alleged conduct. This firm or individual shall promptly investigate the matter and report back findings of fact and recommendations to the Town Administrator.

The Town Administrator shall share the reported findings and recommendations with the board/committee. The board/committee shall then take such action as is authorized by law and as it deems fit in response to the

matter. These remedies shall be in addition to, and not in substitution for, any other remedies that may be available by law.