

SELECT BOARD

AGENDA

Tuesday, October 22, 2019

7:00pm

Town Hall Meeting Room

13 Ayer Road, Harvard, MA 01451

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

- 1) Call Meeting to Order – Alice von Loesecke***
- 2) National Grid Pole Petition – Sherry Road (7:00)***
- 3) Review of current Complete Streets proposal (7:15)***
- 4) Review and discuss Deer Management Plan (7:40)***
- 5) Public Communication (8:00)***
- 6) Town Administrator report – miscellaneous issues & discussion items – quarterly budget report (8:05)***
- 7) Action/Discussion Items: (8:20)***
 - a) Discuss feedback on splitting of the Annual Town Meeting into two sessions***
 - b) Discuss asset limit for the Senior Tax Relief Program***
 - c) Act on newly approved conservation restriction from the State for the Maxant Land along Ayer Road on the Ayer/Harvard tow line.***
 - d) Act on letter of support for H. 3976, an act that would require notification of downstream communities in the event of untreated or partially treated sewage being spilled into the Nashua River***
 - e) Review, discuss and approve Open Space Committee charge***
 - f) Act on Police Contract***
 - g) Act on issuance of one-day liquor license to True West Brewing for the annual bonfire at Fruitlands Museum***
 - h) Select Board will vote to take a position on Special Town Meeting articles***
- 8) Select Board Reports***

NEXT SCHEDULED MEETING

Town Hall Meeting Room

November 5, 2019

7:00pm



October 2, 2019

Town of Harvard

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID, covering NATIONAL GRID pole location(s)

If you have any questions regarding this permit please contact:

Please notify National Grid's Vincent LoGuidice of the hearing date / time.

If this petition meets with your approval, please return an executed copy to:

National Grid Contact Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845

Phone number 978-725-1392.

Very truly yours,

A handwritten signature in blue ink that reads "Pat Cody".

Patrick Cody
Supervisor, Distribution Design

Enclosures

Questions contact – Javier Morales 508-860-6270

PETITION FOR POLE AND WIRE LOCATIONS

North Andover, Massachusetts

To the Board of Selectmen
Of Harvard, Massachusetts

Massachusetts Electric Company d/b/a National Grid requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Sherry Road - National Grid to install 3 SO Poles on Sherry Road beginning at a point approximately 140' feet west of the centerline of the intersection of the Boxborough town line and continuing approximately 220 feet in a westerly direction. National Grid to install 3 poles in the public way along Sherry Road in Harvard beginning 140' from the Boxborough town line and continuing westerly another 220' to the 3rd and last pole.

Location approximately as shown on plan attached

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Sherry Road - Harvard – Massachusetts.

No.# 28684385 October 2, 2019

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a National Grid
BY Pat Cody
Engineering Department

ORDER FOR POLE AND WIRE LOCATIONS

In the Town of Harvard, Massachusetts

Notice having been given and public hearing held, as provided by law,

IT IS HEREBY ORDERED:

that Massachusetts Electric Company d/b/a National Grid and be and it is hereby granted a location for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Company dated the 2nd day of October, 2019.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Sherry Road - Harvard – Massachusetts
No.# 28684385 Dated: October 2, 2019. Filed with this order

There may be attached to said poles such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Sherry Road - National Grid to install 3 SO Poles on Sherry Road beginning at a point approximately 140' feet west of the centerline of the intersection of the Boxborough town line and continuing approximately 220 feet in a westerly direction. National Grid to install 3 poles in the public way along Sherry Road in Harvard beginning 140' from the Boxborough town line and continuing westerly another 220' to the 3rd and last pole.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the
City/Town of _____, Massachusetts held on the _____ day of _____ 20 ____.

Massachusetts

City/Town Clerk.
20 ____.

Received and entered in the records of location orders of the City/Town of
Book _____ Page _____

Attest:
City/Town Clerk

I hereby certify that on
at

20 , at o'clock, M
a public hearing was held on the petition of

Massachusetts Electric Company d/b/a National Grid

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

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.....
.....

Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the of the City of Massachusetts, on the day of 20 , and recorded with the records of location orders of the said City, Book , Page . This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof

Attest:

City/Town Clerk

ORDER FOR POLE AND WIRE LOCATIONS

In the Town of Harvard, Massachusetts

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Massachusetts

City/Town Clerk.

20__

Received and entered in the records of location orders of the City/Town of _____
Book _____ Page _____

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Massachusetts Electric Company d/b/a National Grid

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City/Town Clerk.

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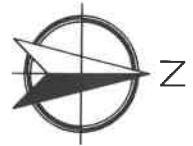
Board or Council of Town or City, Massachusetts

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Attest:

City/Town Clerk



P11

P12

Sherry Rd

P13

P14

130'

Lot 1 Sherry Rd

P14-1

Harvard
Boxborough

Pole Petition to the Town of Harvard
to request the approval of a grant of
location for 3 new poles 12, 13 and 14
along Sherry Rd to feed one new
residential home located at Lot 1.

LEGEND



Proposed SO Pole



Existing JO Pole

DRAWING NOT TO SCALE. DISTANCES ARE APPROXIMATE.

PETITION

Sherry Rd

Harvard, Ma

Petition To The Town of
Harvard for 3 new poles
along Sherry Rd

Date: 10/1/19

Designer: J.Morales

Work Request: 28684385

nationalgrid
& Verizon New England, INC

HARVARD
TOWN CENTER COMPLETE STREETS

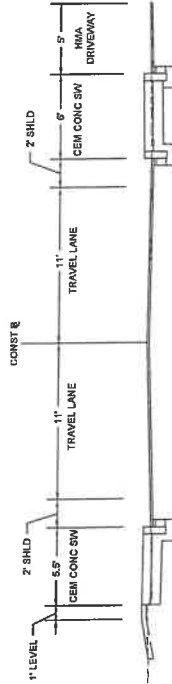
DATE	REV.	BY	CHK.	NO.	SHEET	TOTAL
10/1/18	1	MM		1	1	2

PROJECT FILE NO. -
PRELIMINARY DESIGN - 1 OF 2

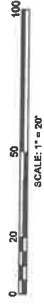
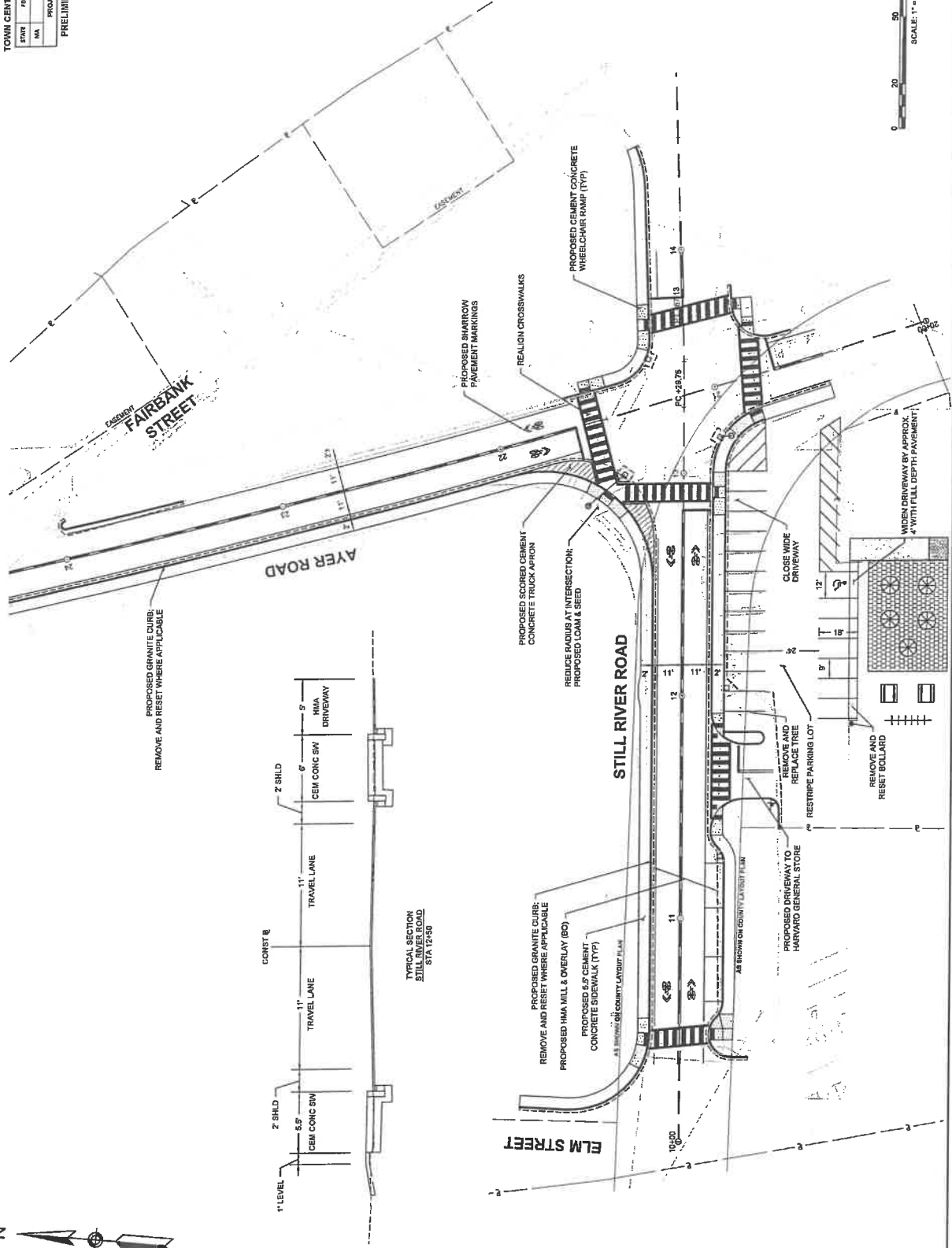
CONTINUED ON
SHEET NO. 2

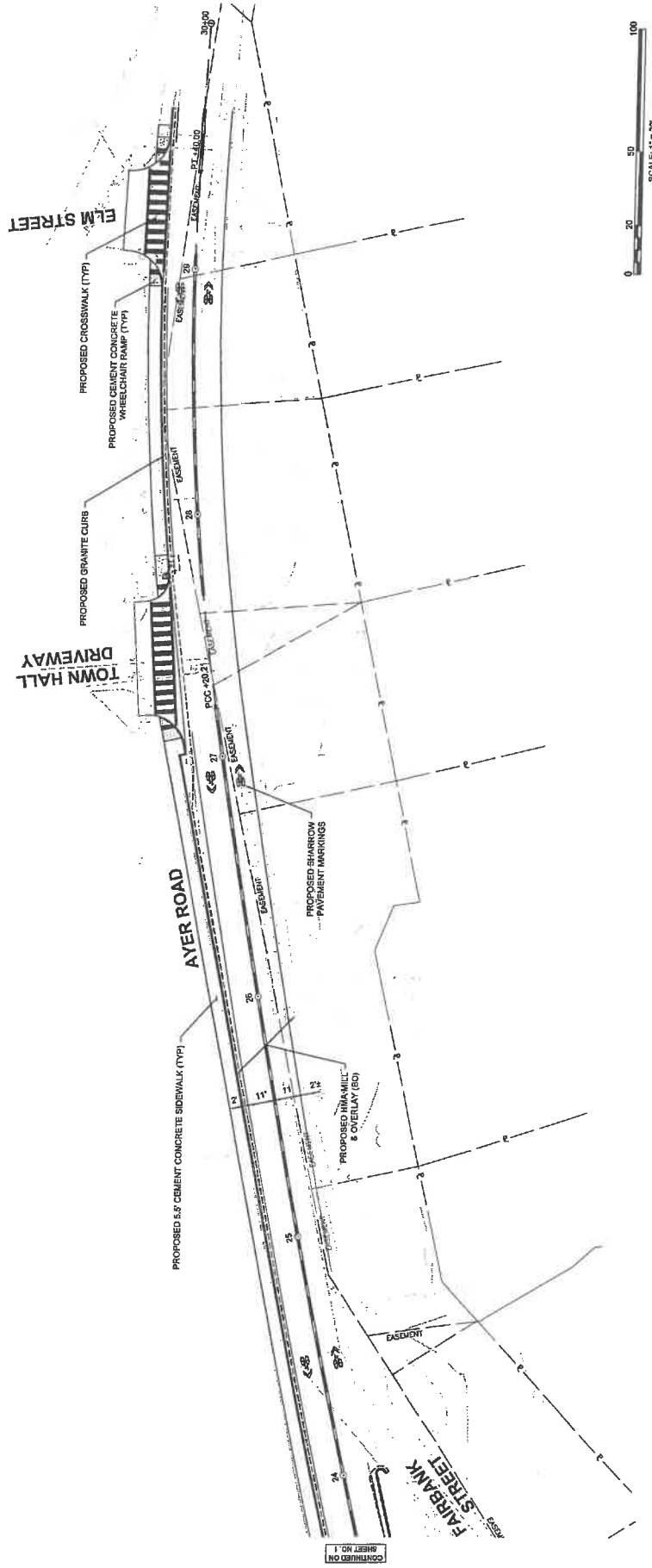


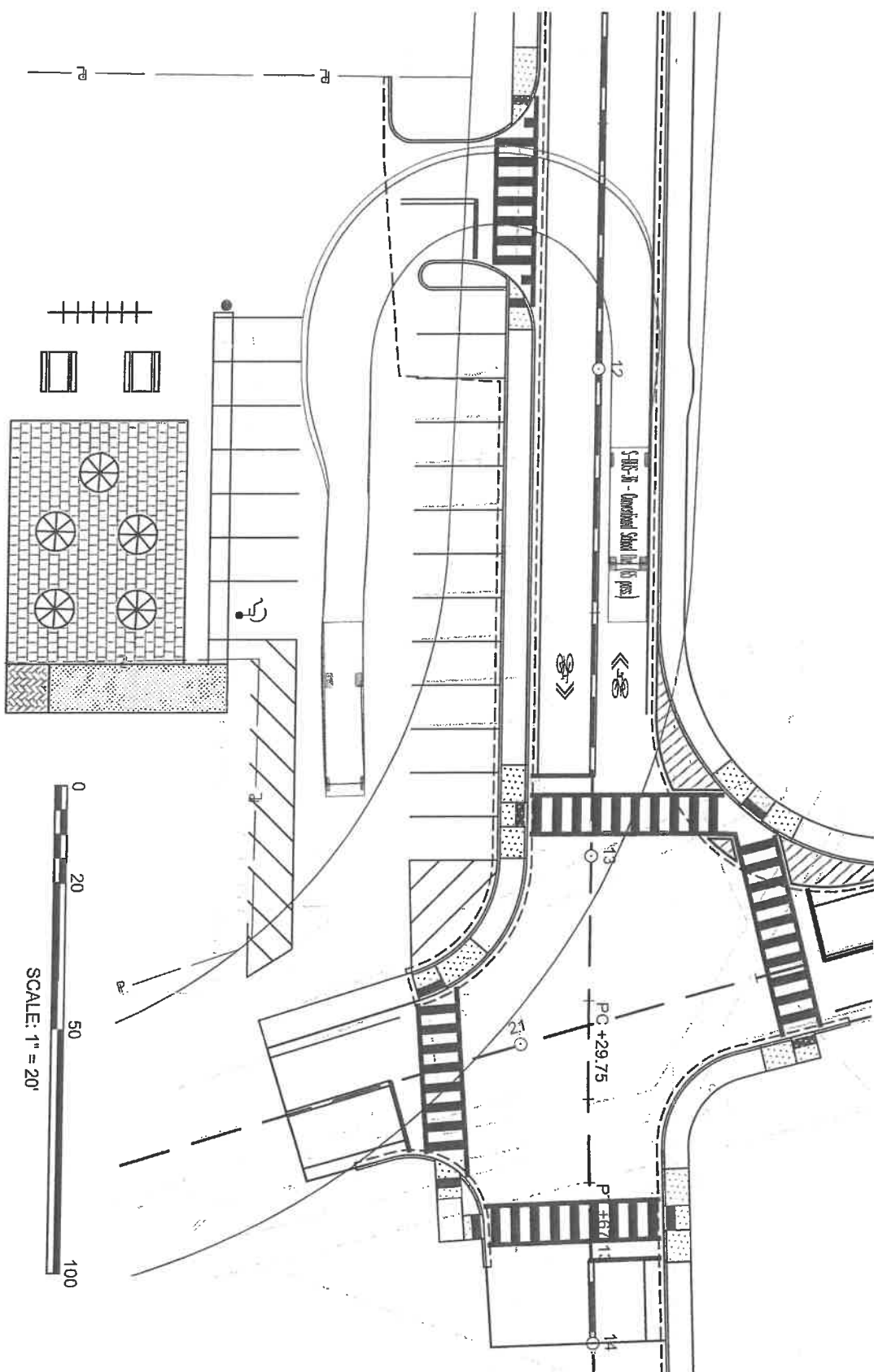
PROPOSED GRANITE CURB;
REMOVE AND RESET WHERE APPLICABLE



TYPICAL SECTION
STILL RIVER ROAD
STA 12+50



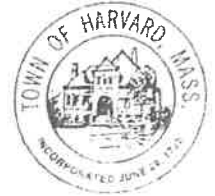




Harvard Fire Department

13 Ayer Road
Harvard Massachusetts 01451

Business Phone: (978) 456-3648
Fax: (978) 456-3381



September 9, 2019

Harvard ZBA

Re: General Store Parking Lot

To Harvard ZBA:

This letter is confirm the Fire Department's support of the proposed final draft of the parking lot layout in front of the Harvard General Store. This building is one of the tallest and largest buildings in town and would more than likely require the use of one, if not many, aerial trucks if a fire were to occur here. Providing 24' between the parking rows will allow for easier access for our 75' Tower Truck to maneuver within this congested area.

If you have any further questions please feel free to contact me.

Regards,

Richard Sicard
Fire Chief

GRANTOR: Theodore W. Maxant and Valerie I. Delker,

Trustees of the Zero Ayer Road Trust

GRANTEE: Town of Harvard

ADDRESS OF PREMISES: 0 Ayer Road, Harvard, MA

GRANTOR'S TITLE SEE: Worcester Registry of Deeds, Book 40180 Page 230

DEED OF CONSERVATION RESTRICTION

To

Town of Harvard

We, Theodore W. Maxant, of 53 Willard Road, Still River, Worcester County, Massachusetts and Valerie I. Delker, of 201 South Road, Pepperell, Worcester County, Massachusetts, Trustees of the Zero Ayer Road Trust, u/d/t dated November 3, 2006, recorded in Worcester District Registry of Deeds in Book 40180 Page 225, and First Amendment dated December 29, 2006 and recorded in Book 40633 Page 246, with a mailing address of P. O. Box 11, Still River, Massachusetts, together with our successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, and in memory of Curtis A. "Camy" Maxant, hereby grant, with Quitclaim Covenants, to the Town of Harvard acting by and through its Conservation Commission pursuant to Section 8C of Chapter 40 of the Massachusetts General Laws, with a mailing address of 13 Ayer Road, Harvard, Massachusetts, 01451, (its successors and permitted assigns, "Grantee"), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following described Conservation Restriction on the entirety of a 6.50-acre parcel of land located in the Town of Harvard, Massachusetts, and being shown as Parcel A on a plan of land entitled "Plan of Land in Harvard, Massachusetts" dated July 1, 2019, and recorded in the Worcester District Registry of Deeds at Plan Book 944, Page 7, a reduced copy of which is attached as Exhibit A (the "Premises").

I. PURPOSES

Grantee is a "qualified organization" as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended (together with the regulations thereunder, the "Code"). Grantor intends this conveyance to qualify as a "qualified conservation contribution" as that term is defined under Section 170(h) of the Code. Grantor further intends this Conservation Restriction to be a conservation restriction as defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for

conversation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would impair or interfere with its conservation and preservation values (“Conservation Values”).

The Premises possess significant natural, scenic and open space values (collectively, the “Conservation Values”) of great importance to Grantor and Grantee and the inhabitants of the Town of Harvard and the Commonwealth of Massachusetts. The parcel consists primarily of open fields and farmland. It was previously used as a crop field for corn as well as a dairy farm. It is currently used to grow and farm hay for livestock. The public benefits resulting from the conservation of the Premises include, without limitation:

- (1) The Premises is located at the Harvard/Ayer town line and will serve as an example of the pristine open space found throughout Harvard. Hundreds of acres of open space and woodland have been protected from development within the Town of Harvard. This Conservation Restriction is consistent with the Town’s open space plan. The Premises is currently classified as land in Chapter 61A.
- (2) The parcel is home to flocks of wild turkeys and at least one herd of deer. Restriction on the development of the Premises as defined herein will protect these natural habitats.
- (3) The Premises is also used by hikers, cross country skiers, horse back riders, bird watchers and other outdoor enthusiasts and this Conservation Restriction will ensure that such public access will continue in perpetuity. The Premises is situated at the Ayer border and provides a rural buffer between the abutting commercial/residential uses. The Premises shall be maintained as open space and ongoing farming will be permitted.
- (4) The Premises comprise part of a scenic landscape visible by the public from Massachusetts Route 110 and is adjacent to a landscape identified as ‘Noteworthy’ in the MA Landscape Inventory Project. Restrictions on disturbance to the Premises, including development, will ensure the continued scenic appearance of the Premises.
- (5) Nearly the entirety of the Premises’ soils are identified as either Farmland of Statewide Importance or Prime Farmland by the USDA Natural Resources Conservation Service, which soils are important for producing sustained high yields of agricultural crops. Historically, the Premises was farmed for corn and presently is farmed for hay.
- (6) An unnamed stream on the Premises flows into the Bowers Brook Wetland area which itself is classified as a Zone II Wellhead Protection Area and a medium yield aquifer. A portion of said unnamed stream is surrounded by wetlands identified by the MA Department of Environmental Protection as shallow marsh meadow/fen wetlands, which wetlands provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands

protection recognized by the Commonwealth of Massachusetts (Massachusetts General Laws Chapter 131, Section 40).

- (7) Applicable laws and regulations would allow the Premises to be developed for Commercial purposes without the imposition of this Conservation Restriction. The land is classified for agricultural use within the Town of Harvard. See 2016 Master Plan, Section 2 and Map 2.1, The area is classified as an area not suited for development (see also 2016 Master Plan, Map NR-8), and has been determined to be a valuable area (see also 2016 Master Plan Appendix Map NR-10 and NR-11). Development of the Premises would be substantially detrimental to such classifications and to the Conservation Values set forth herein.
- (8) This Conservation Restriction will ensure that the open fields contained on the Premises will be permanently available for agriculture that is consistent with the protection of the Conservation Values.
- (9) Restrictions on the development of the Premises as defined herein will contribute importantly to the protection of such Conservation Values for the benefit of the public, including protection of wildlife (native and migrating species), wetlands, farmlands, forest, and water quality.

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, and (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

The terms of this Conservation Restriction are as follows:

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. **Prohibited Acts and Uses.** Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Constructing, placing, or allowing to remain any building, including any residence, tennis court, landing strip, solar panel, solar array, mobile home, swimming pool, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;

- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit, except as may be necessary for maintaining proper drainage or for soil conservation purposes and then only in a manner which does not impair the Conservation Values;
- (3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substances or materials whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, archaeological resources, wildlife habitat, erosion control or soil conservation;
- (6) Use, parking or storage of vehicles, bicycles, motorized bikes or motorcycles, ATVs, snowmobiles or any other motorized vehicles except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties or as necessary for the mobility impaired and except for the use and storage of a working tractor to mow the fields on the Premises;
- (7) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
- (8) The use of the Premises for business, residential or industrial use, or for more than *de minimis* commercial recreation;
- (9) Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its Conservation Values.

B. **Reserved Rights and Exceptions.** Notwithstanding the provisions of Paragraph II.A, the Grantor reserves the right to conduct or permit the following acts and uses on the Premises, which acts and uses are deemed consistent with the purpose of this Conservation Restriction, provided that such acts and uses do not significantly impair or interfere with the Conservation Values:

- (1) **Passive Outdoor Recreational Activities.** Fishing, hunting, hiking, horseback riding, cross-country skiing, bird watching, and other passive outdoor recreational activities that do not materially alter the landscape and do not degrade environmental quality
- (2) **Trails.** The routine maintenance of existing trails as shown in the Baseline Report; and with prior approval of the Grantee, the construction of new trails or the

relocation of existing trails, provided that any such construction or relocation results in trails that are no wider than eight (8) feet;

- (3) Vegetation Management. In accordance with generally accepted forest management practices, selective pruning and cutting of vegetation to prevent, control or remove hazards, invasive species, disease, insect, or fire damage, or to preserve the condition of the Premises as documented in the Baseline Report, including vistas, woods roads and trails;
- (4) Forestry Management. Conducting or permitting others to conduct sound silviculture on the Premises, which may include the harvesting of forest products for commercial purposes, in accordance with generally accepted forest management practices, such as those provided in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, 2013) and subsequent versions as may be approved by the Forestry Bureau, including, the cutting and harvesting of trees, but only if carried out in accordance with a Forest Cutting Plan pursuant to the Forest Cutting Practices Act under M.G.L. Chapter 132 (or successor statute), which shall be prepared by a Massachusetts licensed professional forester, and designed to maintain or improve the health of the forest and protect the Conservation Values of the Premises, including, without limitation, water quality, water features, agricultural soils, scenic views, and wildlife habitat.
- (5) Agriculture. Maintaining the Premises as a farm in a manner that is consistent with the use of the Premises at the time of this Conservation Restriction's recording, which was for raising and harvesting hay, as more particularly documented in the Baseline Report, or the conducting of other normally accepted, ecologically sound and sustainable agricultural management practices, including the raising of crops, maintenance of fields and fencing, and grazing of livestock in a manner that protects the Conservation Values of the Premises including, without limitation, water quality, water features, agricultural soils, scenic views, and wildlife habitat.
- (6) Composting. Stockpiling and composting of stumps, tree, brush, limbs, leaves and similar biodegradable materials originating on the Premises in locations where the presence of such materials will not impair the Conservation Values;
- (7) Habitat and Ecosystem Management. With the approval of the Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species, including selective planting of native trees, shrubs, and plant species;
- (8) Signs. Erecting, maintaining and replacing signs with respect to hunting, trespass, trail access, identity of the owner of the Premises, the Grantee's interest in the Premises, and the protected Conservation Values;

- (9) Fencing. Erecting, maintaining and replacing site pervious fencing and stone walls along the perimeter of the Premises or any portion thereof in locations where the presence of such fencing will not impair the Conservation Values and, with respect to any perimeter fence, allows for the passage of small animals;
- (10) Motor Vehicle Usage. The use of motor vehicles, only (a) as required by the police, firemen or other governmental agents in carrying out their lawful duties, (b) as reasonably necessary for carrying out the rights relating to agricultural management practices reserved under Paragraph II.B (5) , above; and (c) as reasonably necessary for purposes otherwise permitted by this Conservation Restriction.
- (11) Temporary Agricultural Structures. With prior written approval of the Grantee, the construction of temporary and low-profile structures for agricultural uses only, provided that such structures have minimal visual impact are not of a permanent nature, and do not, in aggregate, cover more than 5,000 square feet at any one time.

C. Compliance with Permits, Regulations, and Laws

The exercise of any right reserved by Grantor under Paragraph II.B shall be in compliance with the then-current Zoning By-Law of the Town of Harvard, the Wetlands Protection Act (Chapter 131 of Section 40 of the Massachusetts General Laws) and all other applicable federal, state and local law. The inclusion of any reserved right in Paragraph II.B requiring a permit from any public agency does not imply that Grantee takes any position on whether such permit should be issued.

D. Best Management Practices

The exercise of any right reserved by Grantor under Paragraph II.B shall follow, when available and if applicable, established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

E. Notice and Approval.

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee, by a method requiring proof of receipt, in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not impair the purposes of this Conservation Restriction.

Subject to any applicable law or regulation, failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not impair the conservation values or purposes of this Conservation Restriction.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

B. Non-Waiver.

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

The Grantor grants access to the Premises to the general public and hereby agrees to take no action to prohibit or discourage such access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph II.B.1 provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the purposes and Conservation Values of this Conservation Restriction, and further provided that while the Zero Ayer Road Trust is the owner of the fee interest in the Premises, permission to enter the Premises for such uses must be obtained from said Zero Ayer Road Trust, but after said Zero Ayer Road Trust has conveyed the fee interest in the Premises to successor owners, permission to enter the Premises for the uses described in Paragraph II.B.1 shall not be required. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph II.B.1. The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for purposes described in the Massachusetts General Laws Chapter 21, Section 17C and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section. The Grantee may require the Grantor to post the Premises against any use that may result in rutting or erosion or other damage to the natural resources of the Premises.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary

conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph V.B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph V.B, above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. DURATION & ASSIGNABILITY

A. Running of the Burden. The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a

donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON-MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur

only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Worcester District Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Worcester District Registry of Deeds.

XII. NOTICES

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: Theodore Maxant, Trustee
53 Willard Lane
Harvard, MA 01467
Valerie I. Delker
201 South Road
Pepperell, MA 01463 and

To Grantor's Counsel:

Theresa K. Capobianco, Esq.
Capobianco Law, P.C.
88 Main Street, Suite C
Northborough, MA 01532

To Grantee: Town of Harvard
Conservation Commission
13 Ayer Road
Harvard, MA 01451

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

XIII. GENERAL PROVISIONS

A. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Chapter 184, Sections 31, 32, and 33 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to Chapter 184, Section 32 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Homestead. The Grantor hereby releases, agrees to waive, subordinate, and release any and all Massachusetts General Law Chapter 188 Homestead rights it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserve and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Chapter 188 Section 10(e) of the Massachusetts General Laws.

C. Subordination. The Grantor shall record at the appropriate Registry of Deeds simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor

Grantee Acceptance

Approval by Town of Harvard Select Board

Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Reduced Copy of Recorded Plan of the Premises

HERE ENDS THIS PAGE

Executed as a sealed instrument this _ day of _____, 2019.

Zero Ayer Road Trust
by:

Theodore W. Maxant, Trustee

Valerie I. Delker, Trustee

Witness: _____
(print name)

Witness: _____
(print name)

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

_____, 2019

Before me, the undersigned authority, on this day personally appeared Theodore W. Maxant, and Valerie I. Delker, Trustees of the Zero Ayer Road Trust, _____ Witness and _____, Witness, known to me to be the Grantors and Witnesses respectively, whose names are signed to the attached instrument, and all of these persons being by me duly sworn, Theodore W. Maxant and Valerie I. Delker, Trustees, the Grantors, declared to me and to the Witnesses in my presence that this instrument is a Conservation Restriction placed on the land described herein, that they understand that said land will forever remain subject to the terms of this Conservation Restriction, that they have read and understand this document and that they willingly signed it and that they executed it as their free and voluntary act for the purposes therein expressed, and each of the Witnesses stated to me in the presence of the Grantors that he/she signed this as Witness and that to the best of his/her knowledge the Grantors were of sound mind and under no constraint or undue influence.

WITNESS my hand and official seal.

(seal)

_____, Notary Public

My Commission Expires:

**ACCEPTANCE OF GRANT BY TOWN OF HARVARD CONSERVATION
COMMISSION**

We, the undersigned, being a majority of the Conservation Commission of the Town of Harvard, Massachusetts, hereby certify that at a public meeting duly held on _____, 2019, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Zero Ayer Road Trust pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8C and do hereby accept the foregoing Conservation Restriction.

TOWN OF HARVARD CONSERVATION COMMISSION:

Donald Ritchie

Joanne Ward

Jim Burns

Janet Waldron

Paul Willard

Wendy Sisson

Mark Shaw

**COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER**

Before me, the undersigned notary public, on this _____ day _____, 2019, personally appeared _____ duly authorized * _____ of the Town of Harvard, who is personally known to me or was proved to me through a current document issued by a federal or state government agency bearing a photographic image of the signatory's face and signature, to be the person whose name is signed to the foregoing instrument and acknowledged to me that he signed it as his free act and deed for its stated purpose on behalf of the Town of Harvard.

[notary seal]

**APPROVAL BY
TOWN OF HARVARD SELECT BOARD**

We, the undersigned, being a majority of the Select Board of the Town of Harvard, Massachusetts, hereby certify that at a meeting held on _____, 2019, the Select Board voted to approve the foregoing Conservation Restriction from Zero Ayer Road Trust to the Town of Harvard acting by and through its Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Alice Van Loesecke

Rich D. Maiore

Kara Minar

Stuart Sklar

Lucy Wallace

**COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER**

Before me, the undersigned notary public, on this _____ day of _____, 2019, personally appeared the each individuals named above, each of whom is personally known to me or was proved to me through a current document issued by a federal or state government agency bearing a photographic image of the signatory's face and signature, to be the person whose name is signed to the foregoing instrument, and each of whom acknowledged to me that he or she signed it as his or her free act and deed for its stated purpose.

[notary seal]

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Zero Ayer Road Trust to the Town of Harvard acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2019

KATHLEEN A. THEOHARIDES
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared KATHLEEN A. THEOHARIDES, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires

EXHIBIT A – Reduced Copy of Plan of Land

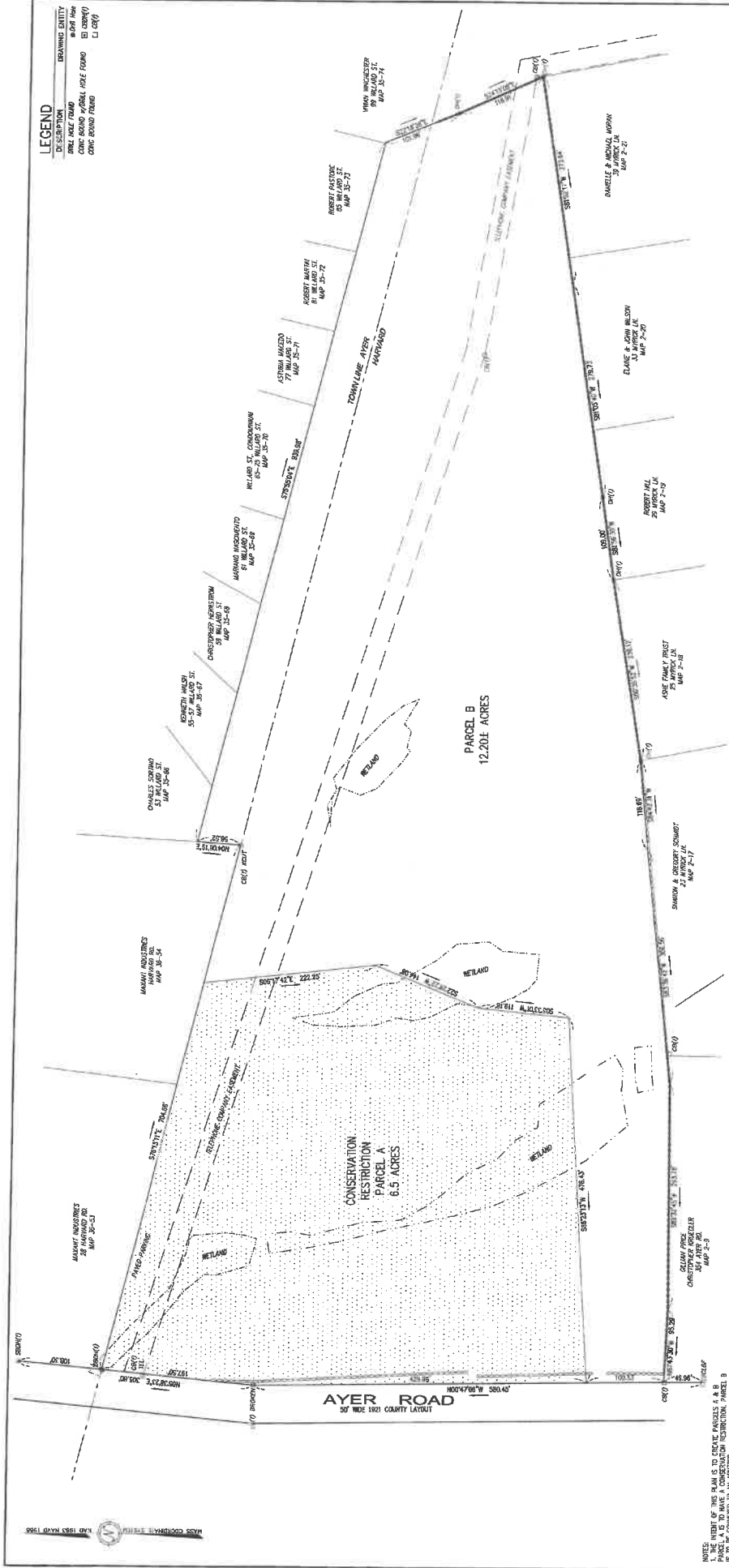
For full size plan see Worcester District Registry of Deeds Plan Book 944, Page 7.

Worcester District Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 10/16/2019 3:24:20 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
18608	PLANS		00944/7	07/29/2019	
Property-Street Address and/or Description					
AYER RD					
Grantors					
MAXANT THEODORE, DELKER VALERIE, ZERO AYER ROAD TRUST					
Grantees					
References-Book/Pg Description Recorded Year					
Registered Land Certificate(s)-Cert# Book/Pg					

LEGEND



NOTES:
1. THE INTENT OF THIS PLAN IS TO CONVEY
PARCEL A IS TO HAVE A CONSERVATION
IS TO BE CONVEYED TO AN ADJUTTER

RECORD OWNER:
THEODORE MAXANT, VALERIE DELKER,
ZERO AYER ROAD TRUST
PO BOX 454
AYER, MASSACHUSETTS

NEED REFERENCES:
 BOOK 40160 PAGE 230
 PLAN REFERENCES:
 PLB 35 PL 22 1921 COUNTY LA 0017

PL BK 143 PL 89
PL BK 349 PL 42
ASSESSORS MAP: 2-8

RESERVED FOR REGISTRY USE

WORCESTER DISTRICT REGISTRAR
OF DEEDS-WORCESTER, MA
PLAN BOOK 964, PLAN 7
Received 7/29/10

9 h 25 m

Page 75
ATTEST: Katherine A. Jones

Register

THE PLANNING BOARD'S ENDORSEMENT OF THIS PLAN, THAT APPROVAL UNDER THE SUBDIVISION CONTROL LAW IS NOT REQUIRED, SHALL NOT BE CONSTRUED AS THE PLANNING BOARD'S FINDINGS THAT THE LOTS CREATED ON THIS PLAN CONFORM TO THE REQUIREMENTS OF THE TOWN OF HARVARD PROTECTIVE ZONING BYLAWS, EXCEPT AS TO FRONTAGE AND ACCESS.

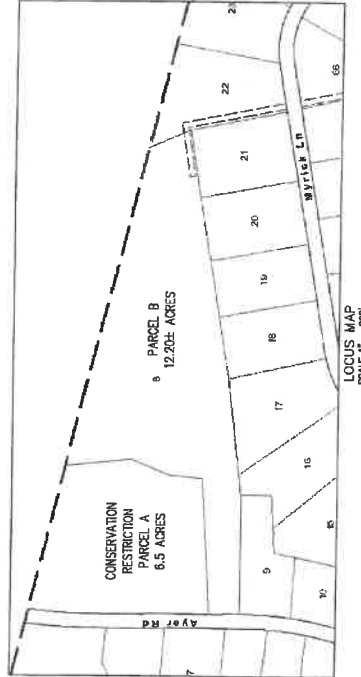
**APPROVAL NOT REQUIRED UNDER
THE SUBDIVISION CONTROL LAW
HARVARD PLANNING BOARD**

James R. Nichols
Clerk

2019

DATE: 9/15/2019

I CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS



PLAN OF LAND IN HARVARD, MASSACHUSETTS

DATE:	JULY 1, 2019	SCALE:	1 in. = 10 ft.
OWNER:	THEODORE MAXAULT, VICE PRESIDENT, 1000 AVER ROAD WEST PO BOX 450 AVER, MASSACHUSETTS	JOB NO.	5871
		DWG. NO.	587-AOR

DUCHARME & DILLIS
Civil Design Group, Inc.

CIVIL ENGINEERING • LAND SURVEYORS • WETLAND CONSULTANTS

1992 MAIN STREET, P.O. BOX 428
BOLTON, MASSACHUSETTS 01740
PHONE: 978-779-6091 FAX: 978-779-0280
WWW.DCDG.COM
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October 22, 2019

The Honorable House Speaker Robert DeLeo
21 Beacon Street, Room 356
Boston, MA 02133

The Honorable House Ways and Means Chair Aaron Michlewitz
24 Beacon Street, Room 243
Boston, MA 02133

RE: H.3976 "An Act Promoting Awareness of Sewage Pollution in Public Waters"

Dear Honorable Speaker and Chair,

The Harvard Select Board respectfully requests that you support H. 3976, "An Act Promoting Awareness of Sewage Pollution in Public Waters," and ask that it be promptly discharged from the House Ways and Means Committee to the House floor with a favorable report.

It has been well documented by various state and federal agencies that the release of untreated or partially treated sewage into waterways carries a significant public health risk, both from pathogens, such as bacteria, viruses and parasites, and chemical toxins. This sewage is often discharged into our rivers through combined sewer overflows (CSOs), especially after severe storm events. In fact, the EPA recommends that the public stay away from water contaminated with sewage for 72 hours. Currently, there is no requirement for operators of CSOs to notify the general public when such events have occurred. H. 3976 would address this shortcoming, thereby making public use of our waterways safer.

Requiring notice to the downstream communities after the discharge of untreated or partially treated sewage is of particular concern to the Town of Harvard for two reasons. First, nearly 10 miles of the Nashua River, which is Harvard's western boundary with Lancaster and Shirley, flows through the Oxbow National Wildlife Refuge. And second, this portion of the Nashua River, along with other sections of its main stem and its two major tributaries, the Squannacook and Nissitissit Rivers, earlier this year were designated and incorporated into the federal Wild & Scenic Rivers system. As such the portion of the Nashua River in Harvard is used for boating, fishing and swimming. Notifying the public when it is and is not safe to be on the river is of upmost importance. It is our understanding that more than a dozen states have adopted similar legislation.

We ask that you support this legislation and efforts to provide funding to communities to implement a notification system and make needed improvements to curtail sewage spills.

Sincerely,

Alice Von Loesecke, Chair
Harvard Select Board

An Act promoting awareness of sewage pollution in public waters (H.3976)

Sponsored by Senator Pat Jehlen, Representative Linda Dean Campbell and Representative Denise Provost

In 14 other states, the public is notified when there is a sewage spill in local waterways. Why not Massachusetts?

The Issue

- When it rains, stormwater floods our Commonwealth's aging sewer systems. This mix of stormwater and wastewater can discharge into rivers and public waterways. These Combined Sewer Overflows (CSOs) often total millions of gallons of raw sewage per event.
- There are **181 active CSO outfalls** throughout the Commonwealth, which collectively discharged **2.8 billion gallons of sewage** into rivers and streams in 2011.
- Exposure to water contaminated by untreated sewage discharges can cause inflammation of the intestines; respiratory, eye and ear infections; skin rashes; hepatitis, and other diseases.



Combined sewer overflows in the Mystic River.

Current Requirements in Massachusetts

- Reporting requirements for CSO permittees vary by permit, but currently in Massachusetts there is no general public notification requirement for any CSOs.
- Downstream communities are currently not required to be notified if there is a sewage spill upstream from them.

What other states have passed notification requirements for sewage overflows?

- More than a dozen other states have general public notification reporting requirements for combined sewer overflows.

State or Region	Response requirement	Method of notification	Signage required at CSO outfall location	Signage required at public access points
Great Lakes Basin states	4 hours	Website or other electronic media	Yes	Yes
Maryland	24 hours	Newspaper, TV, radio	Yes	No
Michigan	24 hours	MiWater online system, website	No	No
New York	2 hours	NY-Alert e-mail or text to subscribers	Yes	No
Vermont	1 hour	E-mail or text to subscribers	Yes	Yes
Proposed for Massachusetts	2 hours	Email or text to subscribers	Yes	Yes

What are the costs associated with implementing a notification system?

- For communities that have CSO outfalls, costs to implement notification systems will be minimal. This legislation mirrors the requirements of the Great Lakes Basin states. According to EPA's *Analysis of Costs and Executive Orders for Public Notification Requirements for Combined Sewer Overflows to the Great Lakes Basin*, the average incremental cost per CSO permittee will be about **\$2,850 per year** for compliance with these measures.
- EPA concluded that the rulemaking costs would amount to **an increase of less than one percent of average small governments' revenue** in the region.
- In addition, Massachusetts legislative champions for sewage spill notifications secured **\$800,000 in the 2018 Environmental Bond** for grants to municipalities that need assistance in implementing notification systems.



Combined sewer overflow outfall at the Greater Lawrence Sanitary District.

Which demographics are most at risk during combined sewer overflows?

- Swimmers, canoeists, and others exposed to CSO contaminants are vulnerable to gastroenteritis, respiratory infections, eye or ear infections, skin rashes, hepatitis and other diseases.
- **Children, the elderly, and people with suppressed immune systems are especially vulnerable.**
- Wildlife and aquatic habitat are also adversely affected by CSO pollutants which lead to higher water temperatures, increased turbidity, toxins and reduced oxygen levels in the water.
- CSO discharges have widespread impacts across New England, causing beach closings, shellfishing restrictions and limiting fishing and other recreational activities.
- In some instances, CSOs discharge raw sewage into rivers that also serve as primary sources of drinking water, as is the case for some communities on the Merrimack river.

How will this legislation address these issues and benefit my community?

This legislation would institute a statewide sewage discharge notification system so that Massachusetts residents will know when CSO discharges make their rivers unsafe for recreation. This bill would institute the following practices:

1. All CSO operators must provide a **public notification alert within two hours** of a CSO discharge.
2. All CSO operators must alert **chief administrative officials, local boards of health and the Department of Public Health within two hours** of a sewage spill.
3. The Massachusetts Department of Environmental Protection will be required to **centralize CSO discharge data** on their website and provide an access point to sign up for subscriptions to public notifications for sewage spills.
4. Signage must be posted at all public access points near CSO outfalls using simple pictographic images to alert citizens about potential health implications of CSOs.

For questions and additional information, please contact:

Mark Martinez, Office of Sen. Jehlen, Mark.Martinez@masenate.gov, 617-722-1578

Brian McGahie, Office of Rep. Campbell, Brian.McGahie@mahouse.gov, 617-722-2380

Lucas Schaber, Office of Rep. Provost, Lucas.Schaber@mahouse.gov, 617-722-2263

Gabby Queenan, Massachusetts Rivers Alliance, gabbyqueenan@massriversalliance.org (617) 714-4272



TOWN OF HARVARD
Offices of the Select Board

**GENERAL LICENSE
APPLICATION**

Please check all boxes that apply:

- | | |
|---|---------|
| <input checked="" type="checkbox"/> One Day Liquor License | \$50.00 |
| <input type="checkbox"/> Farmers Market License | \$50.00 |
| <input type="checkbox"/> Carry-In (BYOB)
For Common Victualler | \$50.00 |
| <input type="checkbox"/> Common Victualler License | \$25.00 |
| <input type="checkbox"/> Entertainment License | \$25.00 |
| <input type="checkbox"/> Entertainment License
With Carry-In (allows patrons to bring in beer and/or wine) | \$75.00 |

November 02, 2019

7th Settlement South LLC

Applicant

Date

True West Brewing Company

Business Name

DBA (if different)

525 Massachusetts Ave.

978-206-1600

events@brewtruewest.com

Street Address/PO Box

Telephone

Email

Acton

MA

01720

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)**

Fruitlands Museum, 102 Prospect Hill Rd., Harvard, MA, 01451

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

Saturday, November 2nd, 430pm to 730pm, (Rain Date: Sunday, November 3rd, 430pm)

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

This application is to serve beer and wine at the annual Fruitlands Museum Bonfire Event. We did this same event last year. We would also appreciate it if the license could be extended for use on Sunday, November 3rd, same event time, in the event of inclement weather. Fruitlands has requested this as their rain date.

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 _____

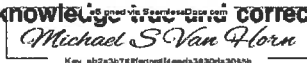
Does the facility have a sprinkler system? Yes _____ No _____

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 true and correct.


Key: ab2a3c78f6f0c0e1f4e0d33430da3090b

10/01/2019

Signature

Date

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sullivan Insurance Group, Inc. 1 Mercantile Street Suite 710 Worcester, MA 01608	CONTACT NAME: Janet B. Oxman, CIC, CPCU	
	PHONE (A/C, No, Ext): 781 514-1340	FAX (A/C, No): 781 449-5419
	E-MAIL ADDRESS: joxman@sullivangroup.com	
INSURED True West Brewing Company, LLC 525 Mass Ave. Acton, MA 01720	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Mass Bay Insurance Co./Hanover	
	INSURER B : Hartford Accident & Indemnity	
	INSURER C : Hanover Insurance Co.	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ZDNA829332	01/19/2019	01/19/2020	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)
	Includes \$1,000,000 \$2,000,000						PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG
							\$
A	AUTOMOBILE LIABILITY			ZDNA829332	01/19/2019	01/19/2020	COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)
							\$
C	UMBRELLA LIAB	<input checked="" type="checkbox"/>		UHNA830335	01/19/2019	01/19/2020	EACH OCCURRENCE
	EXCESS LIAB	<input type="checkbox"/>					AGGREGATE
	DED <input checked="" type="checkbox"/> RETENTION \$0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			08WECCU3819	10/16/2018	10/16/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
							\$500,000
							\$500,000
							\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

True West Brewing Company, LLC
525 Mass Ave.
Acton, MA 01720

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bernard K. Oxman

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Responsible Serving of Alcohol

This certificate confirms that

Michael S Van Horn

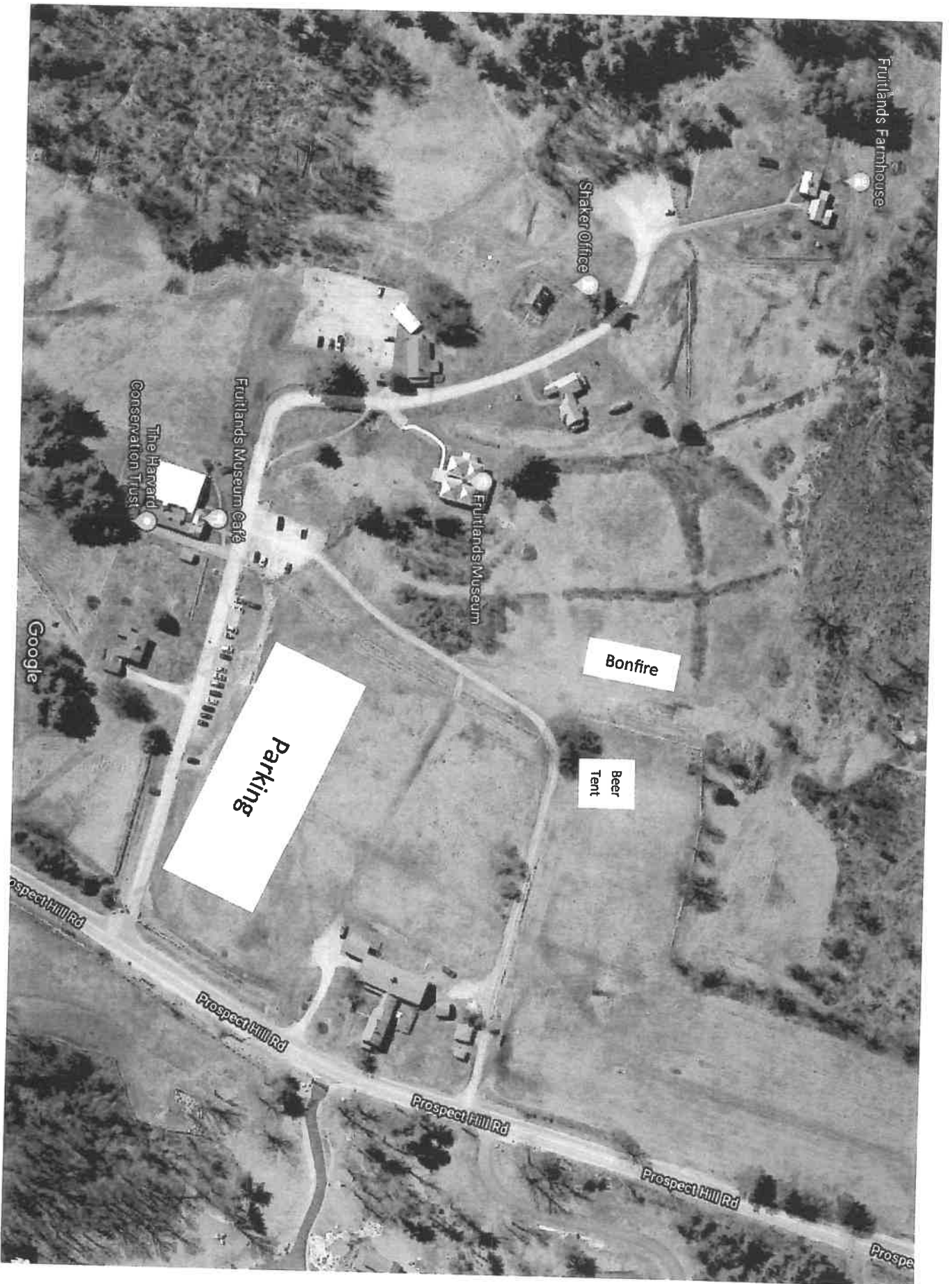
has successfully passed the Professional Server Certification Corporation (PSCC)
Responsible Serving of Alcohol course of study and has demonstrated the skill level
and knowledge necessary to act as a responsible alcohol server.

Certificate #: PSCC10000272714
Award Date: 02-26-2017
Expiration Date: 02-25-2021



To verify this certificate, go to Rserveing.com.

Robert V Graham
Robert Graham, President/CEO



Fruitlands Farmhouse

Shaker Office

Fruitlands Museum

Bonfire

Beer Tent

Parking

Fruitlands Museum Café

The Harvard Conservation Trust

Google

Prospect Hill Rd

Prospect Hill Rd

Prospect Hill Rd

Prospect Hill Rd

Prospect Hill Rd