

BOSMEET2-11-92/P.1

SELECTMEN'S MEETING  
TUESDAY, FEBRUARY 11, 1992  
SECOND FLOOR MEETING HALL, TOWN HALL  
MAIN STREET, AYER, MA.

7:30P.M. Open Meeting

The Board met with Chairman McKinney, Selectmen Slarsky and Selectman Jones.

The Weekly Warrant was approved in the following amounts:

payroll: \$35,764.67

bills: \$390,699.17

The Minutes of January 28, 1992 were read and amended to correct typo on page 5 cavier to caveat.

Chairman McKinney advised all present for the Selectmen's Meeting that McCarthy Assoc. has been removed from the Agenda.

EXECUTIVE SECRETARY'S REPORT:

1. Mr. Higgins presented to the Board the Federal Emergency Management Agency (FEMA-914 DR-MA) application requesting financial assistance under the Federal Assistance-Disaster Relief Act (Public Law 288, 93rd Congress). Selectman Slarsky moved the Board endorse this form, Seconded by Selectman Jones  
Vote: unanimous, so moved.
2. Mr. Higgins advised the Board that the Town of Ayer submitted a proposal to The Town of Pepperell to create a shared arrangement for use of the Town of Ayer's Transfer Station. This proposal stated logistical issues such as days and hours of operation, staffing, method of delivery, etc. are negotiable. This proposal did not commit the Town to anything at this juncture. Mr. Higgins expects to hear from Pepperell within the next couple of weeks.
3. Mr. Higgins advised the Board to the meeting held at Fort Devens on Friday, February 7, 1992 at 1:00p.m. with Col. Howard re: anticipated enrollment for FY-93 and the status of the Federal Government's Financial Support of the Ayer School System.

This meeting was attended by Mr. Higgins, Chairman McKinney, Town Accountant, Sharon Summers, Chairman of the School Committee-Patricia Cassevecchia, Supt. of Schools-Neville

Markham, Asst. School Supt.-Jack Berberian, Willian Oelfke, Chairman of the Advisory Board, Col. Johnson, School Committee Liaison and John Rasmuson, Public Affairs Officer.

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The Board was apprised of information given at the educational forum is still the most current information with regard to enrollment estimates. The 10th Special Forces status is still the key issue. If Fort Carson construction takes place soon they will move before 9/92.

Regarding the Federal Financial; support of the Ayer School System, all parties agreed to draft a letter to be submitted to the Congressional Delegation stating the cost of educating military students has significantly outpaced the level of Federal Financial Support. A revised copy of the PL-874 Task Force report was given to Col. Howard depicting a cost of approximately \$1.6 million dollars more to educate the military dependents than will be received in PL-874.

Mr. Markham, Supt. of Schools and Mr. Higgins will draft a letter for signature of the Selectmen and School Committee. Col. Howard stated he would investigate protocol whether or not they should endorse a letter.

Selectman Jones stated one point of frustration that keeps coming up with the closing of Fort Devens is the Towns responsibility to educate the military dependents. The Board needs to get something clarified/solidified as to whose responsibility it is being that it is no longer a military installation. Selectmen's Jones stated it was his belief that once this installation closes in 1995, our obligation terminates and passes along to which ever Town it resides in. It would then pass on to Harvard. We need to get clarification. The Board also reviewed a PL-874 calculation for FY-92.

4. The Board reviewed a copy of the Agreement between the Town of Ayer and the Federal Government concerning the obligation of the Town to educate the military students. Town Counsel, Robert Gardner is currently reviewing this document for the Ayer School Committee.
5. Mr. Higgins advised the Board that preliminary interviews will be conducted by the Screening Committee on Wednesday, February 12, 1992 and Thursday, February 13, 1992 at the Town Hall with twelve (12) applicants for the Chief of Police position. The twelve applicants include the three (3) applicants from the Ayer Police Station. The Committee to have a recommendation of the three (3) finalist to include the Acting Chief to the Selectmen for the February 25, 1992 meeting.
6. The Board was advised that the local Re-Use Committee will

have a recommendation to the Selectmen for the February 25, 1992 meeting.

7. The Board was advised of a DPW Grievance received and BOSMEET2-12-92/P.3

tentatively scheduled for the next Selectmen's meeting.

8. The Board was advised of the Massachusetts Small Cities Program for administrative services bid opening to be Tuesday, February 18, 1992 at 4:00p.m. at the Ayer Town Hall.

9. The Board was advised that all but a few FY-93 budgets being submitted. The Advisory Board has already begun their review and the Selectmen budget packets to be made available and hearings to begin shortly thereafter.

Selectman Slarsky requested permission of the Board to take this opportunity to update the Town on the Board's trip to Washington February 3rd and 4th, 1992.

Selectman Slarsky stated that he, Chairman McKinney, Selectman Jones, Tim Higgins and Town Counsel, Robert Gardner-at his own expense, along with Congressman Atkins, Senator Kennedy, Governor Weld and members of the Board from Shirley, Harvard and Lancaster attended the Pentagon briefing re: Fort Devens. Selectman Slarsky stated that they were all pleased from the response of the Federal Government re: the enclave and location of the Army Reserve Enclave in the 600 area of the Main Post. Selectman Slarsky expressed the Board's appreciation for support by the Governor, Congressman Atkins and Senator Kennedy for our plans.

Selectman Jones stated he agreed with Selectman Slarsky stating he did feel better after the Pentagon meeting than he had with the whole process. It appears that the Army is out to help us and try to do something for the benefit of the Town. Their action in trying to move all of the Enclave off of the north post makes sense from a redevelopment point of view.

Mr. Higgins advised the Board that the next Redevelopment Board meeting is next Thursday, February 20, 1992 at the Ayer Town Hall. The Joint Boards will be making a presentation outlining some of the issues we do have with the alignment of the Enclave.

Selectman Slarsky stated this Special meeting on February 20, 1992 was called as a result of the Pentagon meeting in Washington. The meeting will address concerns of the local Towns, present them to the Redevelopment Authority, with the Redevelopment Authority being the conduit to Carter Hunt who was asked by the Pentagon to bring these concerns forward. Selectman Slarsky expected the Land Bank to be there as well.

Chairman McKinney stated to cap all of this off it was the first occasion the Towns were given an open window to move and that

being the presentation by the Pentagon. Chairman McKinney stated he was very surprised by the comment made to move the Enclave to Camp Edwards by the Governor but that this could only be done by incurring a phenomenal cost.

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The Board met with Town Counsel, Robert Gardner re: an Agreement for Judgement that was filed in the Middlesex Superior Court in the Town of Ayer vs. Barnum Point Realty Trust lawsuit. Town Counsel again as in the past, advised the board to his relationship to the owner, John Lorden, being his cousin. Town Counsel presented to the Board an Agreement between the Town of Ayer and Barnun Point Realty Trust. The only change since the Town voted at the last Town meeting to authorize the transaction is that the Town must comply with the procurement act which requires a public bidding for the land. Town Counsel stated that the Agreement called for the delivery of a deed conveying title and payment of \$5,000.00. The successful bidder would carry out the demolition and removal of fence and remaining structure, the premises be loomed and seeded that the remaining area be made clear and aesthetically pleasing, removal of salvageable material. Selectman Jones moved the Board sign the Agreement, seconded by Selectman Slarsky, Vote: unanimous, so moved.

Mr. Higgins stated in the absence of Supt. Redfield he would like to present to the Board the FY-92 Chapter 90 Reimbursement Request in the amount of \$28,065.00. Mr. Higgins stated Town Accountant SHaron Summers had reviewed the request and signed off her approval. Selectman Slarsky moved the Board endorse the Chapter 90 Request, seconded by Selectmen Jones, Vote: unanimous, so moved.

Selectman Slarsky requested a moment to comment on his statement made at the last Selectmen's Meeting. Selectman Slarsky stated whenever a company is looking at a community for relocation he felt that whether that look is positive or not remains to be determined by the people and of their wishes. It will always be his intent to let the people know whats going on within their community, he has always done that in the past and will do so in the future. He would make no different comment than he made and in view of criticism he would make the same comment again. If someone is looking at the town he thinks it is positive/upbeat and whether anyone thinks its a good/bad thing for the Town will be determined in the process. Selectman Slarsky stated he had no regrets in making those comments.

Selectman Jones moved the Board adjourn from Open Session to enter into Executive Session re: labor strategy, IBPO local #346B to adjourn and enter into another Executive Session regarding salary negotiations pursuant to M.G.L. Chapter 39, Section 23B adjourn and enter into Open Session for the sole purpose of adjourning the meeting, seconded Selectman Slarsky Vote: unanimous, so moved.

8:05P.M. Executive Session

DATE:

Stephen M. Slarsky, Clerk

## AGREEMENT

THIS INDENTURE, made this            day of            , 1992, by and between JOHN J. LORDEN, Trustee of BARNUM POINT REALTY TRUST of Groton, Massachusetts (hereinafter referred to as "OWNER") and TOWN OF AYER of Ayer, Massachusetts (hereinafter referred to as "AYER").

WHEREAS, there is pending at the present time a suit between the said parties at Middlesex Superior Court, Docket No. 85-4563 concerning the premises at Barnum Road, Ayer, Massachusetts; and

WHEREAS, the parties wish to compromise the various claims in said legal action and have been engaged in negotiations ordered to such purpose; and

WHEREAS, the parties do hereby agree that the following settlement is in the best interests of all parties; and

WHEREAS, the parties have heretofore agreed as part of said settlement that OWNER shall acquire and AYER shall convey said premises, under certain terms and conditions; and

WHEREAS, the Town of Ayer has voted at the 1991 Annual Town Meeting to authorize the conveyance of said premises according to the negotiated agreement of the parties; and

WHEREAS, there remains the necessity to comply with certain collateral provisions of law pertaining to the matter;

NOW THEREFORE, in consideration of the mutual promises, covenants, and terms hereto, the parties do hereby stipulate, agree, and contract among themselves as follows:

1. That BARNUM POINT REALTY TRUST shall pay to AYER the sum of Five Thousand (\$5,000.00) Dollars upon the delivery of a deed conveying title to said premises, subject, however, to the provisions of paragraph 3, hereinbelow.

2. That AYER shall convey to the OWNER, all its right, title and interest in the land which is adjacent to land owned by BARNUM POINT REALTY TRUST on Barnum Road in Ayer, subject, however, to the provisions of paragraph 3, hereinbelow.

3. That in anticipation of the conveyance, AYER shall cause the proposed sale to be duly advertised and shall otherwise comply with the requirements of Massachusetts General Laws, Chapter 30B, section 16 and in the event that any bid shall exceed \$5,000.00, AYER may convey said premises to the high bidder under the terms and conditions of the bid and shall be relieved of its obligation to convey to OWNER. The terms and conditions of paragraphs 4-9 below shall be incorporated as conditions of the advertised solicitation, including that the successful bidder shall carry out the demolition and removal described in sections 5-9 on OWNER'S adjoining property as well

as the instant premises, and to this end, OWNER hereby agrees to give sufficient access to such bidder for such purpose.

4. That the OWNER shall indemnify and hold AYER harmless, from any claim for any hazardous or toxic waste, pursuant to any federal or state law, including, but not limited to, Massachusetts General Laws, Chapter 21E for any past, present or future contamination to the property.

5. That the fence and the remaining structure shall be removed within thirty (30) days after a demolition permit is received from AYER and OWNER shall apply for such demolition permit within thirty (30) days of recording of the deed hereunder or March 30, 1992, whichever is later.

6. That the removal shall be completed in accordance with all state and local laws, including but not limited to a permit from the Building Commissioner of AYER.

7. That the premises shall be loamed and seeded within thirty (30) days after the removal of the fence and remaining structure.

8. That the remaining area shall be clear and aesthetically pleasing and further no change or construction of a building or other like alterations shall take place thereon for a period of five (5) years from January 1, 1991 (this shall expires on January 1, 1996).

9. OWNER shall be able to remove salvageable material from the premises but not store same within the Town of AYER and shall not store or dispose of same improperly.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate original counterparts the day and year first above written.

Witness

JOHN J. LORDEN, Trustee  
BARNUM POINT REALTY TRUST

Witness

TOWN OF AYER,  
By its Board of Selectmen