

MEMORANDUM OF UNDERSTANDING

The memorandum of understanding (the "MOU") is made and entered into as of the 20th day of December, 1994, by and among the Government Land Bank, a Massachusetts body politic and corporate established pursuant to Chapter 212 of the Acts of 1975, as amended (the "Land Bank"); the Town of Ayer, acting by and through its board of selectmen (the "Ayer Board of Selectmen"); the Town of Harvard, acting by and through its board of selectmen (the "Harvard Board of Selectmen"); and the Town of Shirley, acting by and through its board of selectmen (the "Shirley Board of Selectmen") (the Ayer Board of Selectmen, Harvard Board of Selectmen and the Shirley Board of Selectmen collectively being referred to herein as the "Joint Boards of Selectmen" or the "JBOS").

WITNESSETH THAT

WHEREAS, the military installation at Fort Devens, Massachusetts, was selected for closure and realignment pursuant to the Base Closure and Realignment Act of 1990; and

WHEREAS, Chapter 498 of the Acts of 1993 (the "Act") created the Devens Regional Enterprise Zone (hereinafter "Devens"), comprised of the north and main posts of Fort Devens, and designated the Land Bank as the public agency responsible for the redevelopment, reuse and operation of Devens; and

WHEREAS, the Ayer Board of Selectmen, the Harvard Board of Selectmen and the Shirley Board of Selectmen formed the JBOS in 1991 in order to coordinate the response of the towns of Ayer,

Harvard and Shirley (collectively the "Towns") to continuing issues related to the closing and reuse of Fort Devens; and

WHEREAS, the Land Bank and the Towns recognize the importance of developing and maintaining state and local cooperation in connection with the reuse of Devens and the desire to formulate a state and local compact to ensure that short-term and long-term local and regional issues are taken into consideration during the reuse process.

NOW, THEREFORE, in consideration of mutual promises made herein, and with the intent of being legally bound, the parties hereto agree as follows:

ARTICLE 1. Purpose.

The primary purpose of the MOU is to designate the JBOS as the official advisory body to the Land Bank regarding issues or concerns of the Towns that may arise from the undertaking by the Land Bank of its responsibilities under the Act.

ARTICLE 2. Designation of the Joint Boards of Selectmen.

The Board of Directors of the Land Bank (the "Board") hereby formally designates the JBOS as the Devens Local Advisory Committee. The Board hereby recognizes the Devens Local Advisory Committee as the entity through which issues of concern to the Towns in connection with the reuse and operation of Devens by the Land Bank, including, without limitation, issues related to the provision of utilities and municipal services, the implementation of the reuse plan and the undertaking of all of the Land Bank responsibilities under the Act, will be presented to the Board

for consideration. The Board hereby agrees that all Land Bank staff, including the Director of the Devens Division of the Land Bank, shall observe the aforementioned designation and status of the JBOS.

ARTICLE 3. JBOS Acceptance of Designation and Role of the JBOS.

The JBOS hereby accepts the designation as the Devens Local Advisory Committee to the Land Bank for all Devens issues, as outlined above, and agrees to (i) provide advice and information to the Land Bank on behalf of the Towns regarding issues related to Devens, and (ii) continue to receive input from local citizens concerning Devens-related issues. Furthermore, the JBOS agrees to act as the local body to which the Board and Land Bank staff may bring concerns of the Land Bank or the Commonwealth regarding local issues that may impact the reuse or operation of Devens.

ARTICLE 4. Land Bank-JBOS Annual Meeting.

Beginning in 1995, and continuing annually thereafter for the term of the MOU, at a time or times mutually agreed upon by the parties, the Land Bank and the JBOS shall hold an annual meeting (the "Annual Meeting") at Devens. At each Annual Meeting, the Land Bank and the JBOS shall present a "Devens Report," which shall highlight key issues and concerns relating to the ongoing reuse and operation of Devens. All Annual Meetings shall be open to the public and shall be subject to the provisions of G.L. c. 30A, sections 11A and 11A½.

ARTICLE 5. Special Meetings.

In addition to the Annual Meeting, the JBOS and the Land

Bank shall each have the right, by majority vote of their respective boards, to request special joint meetings (the "Special Meetings") of the Board and the JBOS to deal with issues of particular concern. In accordance with the mission statement of the JBOS, a majority vote of the JBOS shall be required for the purposes of requesting Special Meetings, and for other matters herein requiring a vote of the JBOS, voting by Town. All such requests shall be in writing and shall detail the reason(s) a Special Meeting is being requested. The parties hereby agree to honor such requests for Special Meetings within a reasonable period of time from the date upon which the written request therefor is received. All Special Meetings shall be open to the public and shall be subject to the provisions of G.L. c. 30A, sections 11A and 11A½.

**ARTICLE 6. Devens Advisory Committee.**

The Land Bank hereby agrees to establish an advisory committee known as the Devens Citizens Advisory Committee (the "Devens Committee"), which shall be comprised of five (5) persons who reside within Devens. Members of the Devens Committee shall be elected biannually at an open public meeting of Devens residents, to be held on Devens at facilities made available by the Land Bank. The Devens Committee shall have reasonable access to the Board and Land Bank staff to address concerns of residents regarding the delivery of local services and related issues. Notwithstanding the provisions of Article 2 above, it is the intent of the parties that said concerns of residents of Devens

be addressed through the Devens Committee and not the JBOS. The Devens Committee shall be formed not later than July 1, 1996.

ARTICLE 7. Good Faith.

The Land Bank and the JBOS hereby agree to use good faith efforts to fulfill their respective obligations hereunder, and shall strive to cooperate with and assist each other in connection therewith.

ARTICLE 8. Term.

The Land Bank and the JBOS understand and expressly agree that the MOU shall not become effective until the effective date of the Reuse Plan and By-Laws for Devens as adopted by the Towns and approved by the Board and the Division of Capital Planning and Operations. The MOU shall remain in full force and effect during the period in which the Land Bank is authorized under the Act to be responsible for the operation and reuse of Devens, provided, however, that if the JBOS ceases to exist at some future date, or is otherwise unable to fulfill its responsibilities hereunder, the Land Bank shall request and be granted meetings with the Ayer Board of Selectmen, the Harvard Board of Selectmen and the Shirley Board of Selectmen for the purpose of agreeing upon the membership of a new local advisory board or boards to the Land Bank for Devens-related issues.

ARTICLE 9. Amendment and Notice.

The MOU may be amended by majority vote of the board and the JBOS. All notices required hereunder shall be delivered by certified mail, return receipt requested, or by a recognized

overnight delivery service or in hand, if a receipt is obtained therefor, to JBOS at the town halls of each of the Towns, to the attention of the Board of Selectmen, and to Land Bank at 1 Court Street, Boston, MA 02108, to the attention of the Executive Director.


The MOU is executed under seal as of the date first above written.

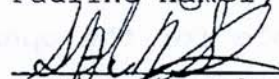
GOVERNMENT LAND BANK

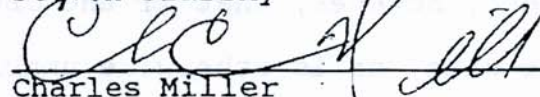
By: \_\_\_\_\_  
Its: Chairman

THE JOINT BOARDS OF SELECTMEN,  
acting on behalf of:

TOWN OF AYER, by and through its  
Board of Selectmen

  
Pauline Hamel, Chair

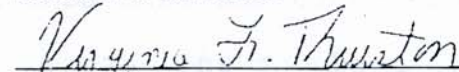
  
Steven Slarsky


  
Charles Miller

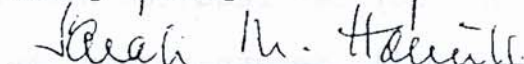
TOWN OF HARVARD, by and through its  
Board of Selectmen

  
Dana Owens, Chair

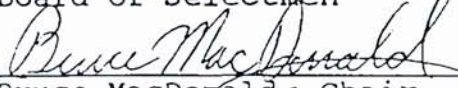
  
Richard Maiore

  
Virginia Thurston

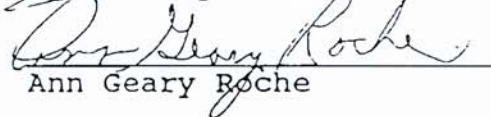
  
Kerry Curley

  
Sarah Hamill

TOWN OF SHIRLEY, by and through its  
Board of Selectmen

  
\_\_\_\_\_  
Bruce MacDonald, Chair

  
\_\_\_\_\_  
Kyle Keady

  
\_\_\_\_\_  
Ann Geary Roche