

## AMENDED MINUTES \*

Devens Jurisdiction Framework Committee  
Wednesday, October 13, 2021 @ 3:00 p.m.  
Video Conference via Zoom

**Members Present:** Jannice Livingston, Alan Manoian, Robert Pontbriand (Ayer); Victor Normand, Lucy Wallace (Harvard); Ricco Cappucci, Bryan Sawyer, Mike McGovern (Shirley); Jim DeZutter, Peter Lowitt (Devens Enterprise Commission (the “DEC”)); Robert Carley, Edmund Starzec, Jessica Strunkin (MassDevelopment). John Katter, Devens Representative-Resident

**Others Present:** Chris Sellw of Little Leaf Farms (Devens Representative-Business on behalf of Paul Sellw), Odile Smith of Bristol Myers Squibb (Devens Representative-Business); Paul Green, Chris Ryan (Harvard), John Osborn, editor, *The Harvard Press* (Harvard); Timothy Hatch (Shirley); Neil Angus (DEC)

**Call to Order:** The meeting was called to order at 3:01 p.m. by Jessica Strunkin, co-chair.

**Meeting Minutes Approval:** The Minutes from the September 1, 2021 meeting of the Devens Jurisdiction Framework Committee were reviewed and approved. Ms. Livingston and Ms. Smith, as well as Messrs. Katter and Sellw, abstained from the matter; they were not present at the September 1 DJFC meeting.

**Sixth Stakeholder Introduction(s):** As the result of prior discussions, Ms. Strunkin advised of the addition to the Devens Jurisdiction process and these meetings a sixth stakeholder group consisting of a Devens resident – John Katter; and two representatives from Devens businesses – Paul Sellw, President and Founder of Little Leaf Farms, who is represented today by his son Chris Sellw, and Odile Smith, representing Bristol-Myers Squibb. Ms. Strunkin advised that Karen Davis will be the point of contact and she will coordinate a meeting of these new members. Following the introductions, Ms. Strunkin asked for a voice vote to approve Odile Smith representing Bristol Myers Squibb as an additional member of the Sixth Stakeholder group, noting the other members were approved at a prior meeting and, upon motion duly made and seconded, by a roll call of the Members on the videoconference, it was unanimously

VOICE VOTED: that the Members of the Devens Jurisdiction Framework Committee approve the addition of a Sixth Stakeholder, Odile Smith representing Bristol Myers Squibb.

**MOA Consensus Language:** Mr. Starzec advised that he and Mr. Green met for about an hour recently to work through certain language issues as discussed at the previous DJFC meeting. He noted that language has been added to clarify what a “consensus” is. Mr. Starzec read the consensus language, as is now contained in the MOA, Section D, para. 1 – 4, into the record:

- (1) The Parties agree to use the method of Principled Negotiation<sup>1</sup> for the purpose specified in Section B of this memorandum. The Parties agree that consensus agreement shall be defined as unanimous approval of the final study by all Parties with each of the six (6) Parties having one (1) vote. Any Party may express its reservations or concerns in an appendix to the Study.
- (2) The Parties agree to empower their representatives on the Devens Jurisdictional Framework Committee to fully, faithfully and honestly present their goals, issues, and concerns as specified in Section E of this memorandum and as further elaborated during this planning process. The Parties agree to communicate frequently with their representatives and work diligently to resolve any misunderstandings, disagreements, ambiguities, or roadblocks that hinder the planning process. The Parties agree that its representatives shall attend every meeting of the planning process, insofar as is practical and safe, and further agree to replace any representative who is unable to attend at least three-quarters of the duly posted meetings.
- (3) The Parties agree to engage an experienced, impartial and professional facilitator to train the representatives (and other interested individuals) in the use of Principled Negotiation and to serve as a disinterested guide and coach throughout the planning process. In the event that the facilitator determines that the representatives are unable to arrive at an agreement, such finding shall be communicated in writing to the Select Boards of the three Towns, the President and Chief Executive Officer of MassDevelopment and the Chairman of the Devens Enterprise Commission who shall convene a meeting to discuss the issue and identify a path forward.
- (4) Parties agree that each Party will nominate 3 individuals to form a team to represent its interests in the negotiations. The Parties agree that each negotiating team may choose the method by which they come to an agreement on how their team will vote. The Parties agree to empower their team of representatives to achieve consensus on a draft Study. The Parties agree to seek approval of the draft study by their respective organizations, without further modification. The Parties agree that once the draft Study has been approved by a majority vote in each town, held concurrently in a super town meeting of the 3 towns, by majority vote of the MassDevelopment Board of Directors, by majority vote of the Devens Enterprise Commission, and by a vote of the businesses and residents of Devens, the draft Study shall be declared approved by all Parties, and be known simply as the Study.

Mr. Green stated that the above revised language follows the input given at the previous DJFC meeting with respect to replacing members on the Committee, if/when necessary to fill vacancies or otherwise, to serve as stakeholder representatives and principal negotiators of the Study. It also clarifies each team's position and other terms.

Ms. Wallace asked for clarity regarding the proposed study. Specifically, she wanted to know if the proposed study discussed in the MOA is intended to become "the Study" described in Chapter 498. The response was yes. When she then asked if all six stakeholders must vote in favor of the proposed study for it to be adopted, the answer was, again, yes. A brief discussion ensued, and establishing a mechanism for governing the individuals on each stakeholder group was identified as an open item.

Ms. Livingston pointed out that she had not received a copy of the redraft and asked if one had been circulated. Ms. Strunkin said she would send the draft around.

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<sup>1</sup> See "Getting to Yes: *Negotiating Agreement Without Giving In* by [Roger Fisher](#) and [William L. Ury](#)."

There then ensued a brief discussion of the Super Town Meeting process and history. Mr. Starzec stated that three Town Meetings occur simultaneously (in Harvard, Ayer, Shirley), where any measures/votes are open to all eligible voters and where a majority is needed in all three towns. The Super Town Meeting vote is then supplemented by votes of the MassDevelopment Board of Directors and the DEC.

~~Mr. Normand stated that a position paper is being drafted by the Town of Harvard that will address challenges, opportunities, long term affects, future governance, and more, as relates to the future disposition of Devens. He said the paper will be shared when it is complete.~~

**Vicksburg Square:** Mr. Starzec reminded everyone that Vicksburg Square is the former Fort Devens Headquarters, consisting of seven buildings constructed between 1929 and 1940. It is currently zoned for innovation technology uses, but there has been no interest in reusing the buildings for those purposes and the property has been vacant and deteriorating for many years. Any changes to the zoning for the property must go before a Super Town Meeting.

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Mr. Pontbriand confirmed Ayer's interest in Vicksburg Square, noting that the majority of the property is located within the Town of Ayer, and the Town is invested in its future. Calling attention to the housing crisis in Massachusetts, he wondered if it is wise to do nothing with this opportunity and wait for the disposition process to unfold. He expressed concerns that the structures would not survive, and he suggested that a resolution regarding Vicksburg Square should take place before disposition. He suggested that this group should be actively looking at rezoning options. Mr. Sawyer agreed that at some point the buildings will be beyond saving and he, too, wondered if waiting for disposition would be too late. Further complicating matters, Ms. Wallace reminded everyone that Vicksburg Square is located in two towns and in two counties, and she wondered what that might mean for future residents of any proposed redevelopment at the site. She mentioned three failed attempts at rezoning already (*Editor's note: only 2 previous unsuccessful attempts and one withdrawn*). Ms. Livingston agreed that the development of this property takes precedence.

A discussion of housing followed. Mr. Lowitt spoke about the significant connection between housing and economic development, calling attention to much-needed workforce housing. Mr. DeZutter emphasized the need for housing, as well, and commented that the Legislature must raise the 282 unit housing cap currently in place. Mr. Carley clarified that the housing cap is not a matter of legislation, actually, but, rather, is laid out in the Devens Reuse Plan, dated November 1994, which was agreed to by all the parties at the time of its drafting. It was noted that there are ways around the housing cap, and Mr. Green described the Shirley Meadows development, which is exempt from the cap, has added 58 units of age restricted subsidized housing, and was successful at Super Town Meeting. Ms. Livingston wondered if the mix of affordable housing units is at issue. She suggested that redefining the concept in terms other than "low income" and/or "affordable housing" might make it more palatable to objectors. Mr. Pontbriand agreed this is an important topic and suggested that at some point a discussion of the theme of housing for *all* of Devens must be undertaken.

Mr. Normand inquired about the progress of the Emerson Green project, noting that its phased approach includes 40 rental units in an apartment building that is, currently, not being built. Mr. Lowitt advised of challenges facing the developer and it was noted that construction of the 40 unit apartment building is expected to begin soon. When Mr. Normand asked if this project was at risk, Mr. Lowitt responded that from the DEC's perspective, it is moving forward.

Ms. Strunkin agreed that the discussion of housing is very important. And, the message is consistent: no one wants a Super Town Meeting failure and she looks forward to working with her partners in the community to make the next attempt a success. Mr. Green pointed out that among other challenges is the fact that existing residents of Devens are also able to vote in the surrounding towns.

**Town Administrator Update:** Mr. Pontbriand apologized and advised that by the November meeting of this group he will have met with the appropriate people and have more information about Ayer's funding. He said it has been challenging.

**Funding:** Mr. Normand referred to a past position paper issued by Harvard that posits that funding for a consultant to assist with disposition efforts should be provided by MassDevelopment and the DEC, and a discussion ensued. When Ms. Strunkin confirmed that there is no funding in the Agency's FY22 budget for this exercise, Mr. Normand asked about funds generated by fees, property taxes, and other revenue sources related to Devens. Commenting that MassDevelopment will not be in Devens forever (a point that was contested by some), Mr. Normand suggested it may also be reasonable to look at revenue sharing.

In response to a request from Mr. Normand for an example of when revenues generated in Devens do not go to MassDevelopment, Mr. Carley noted that while property taxes and other fees generated from Devens are generally applied to cover the day to day operations of Devens, income taxes, payroll taxes and the like are paid to the Commonwealth and federal government. [Further clarification was made that revenues generated from Devens can only be used for Devens purposes.](#)

Ms. Wallace asked whether the Devens stakeholders would have to pay anything, and Ms. Strunkin said no. Ms. Wallace then remarked that MassDevelopment does a great job managing the operations of Devens, but the surrounding towns do not have the means to raise funds. Mr. Lowitt said he would be happy to approach the DEC about matching any contributions made by Harvard, Shirley and Ayer. When asked who paid for Scenario 2B in 2006, Mr. Starzec stated that MassDevelopment initiated the effort and paid for it with certain appropriations.

Mr. Sawyer asked if an amount per town has been discussed or decided and Ms. Strunkin said she did not think an amount has been determined but that the draft MOA has always contemplated contributions by all parties, the specifics of which have not been determined by this group. Mr. Sawyer suggested that, regardless of the amount, it will be difficult for the communities to get funding appropriated at their annual town meetings. Ms. Strunkin said staff is trying to reach a rough idea of costs and looking at previous disposition efforts to inform that inquiry.

Ms. Strunkin said she became aware of Harvard's request for MassDevelopment funding when the position paper was received in June 2021. Confirming no changes since that time, Ms. Strunkin said she would keep Funding on the agenda. Noting that he and others would be interested in hearing from MassDevelopment's new President and CEO, Mr. Normand requested that Dan Rivera be invited to attend the next meeting of the DJFC. Ms. Strunkin offered to extend the invitation.

Mr. DeZutter reminded everyone that Chapter 498 provides general terms for the future of Devens, while leaving the details to be worked out by the Stakeholders. He suggested that it is up to the Stakeholders to come up with a budget and proposed plan to present to the Legislature and it is then up to the Legislature to determine how to fund the proposal.

**New Business:** Ms. Strunkin asked if there was any New Business to discuss, and there was none.

**Items for the Next Meeting Agenda:** It was agreed to keep the following items on the Agenda for the next meeting of the group:

- MOA consensus language
- Potential Vicksburg Square discussion (hold till December)
- Town Administrator Update
- Funding

**Public Comment:** None.

**Adjourn:** The meeting adjourned at 4:21 p.m.

\* These minutes have been amended to incorporate changes requested (at the November 10 DJFC meeting) for their approval.