

**BOARD OF SELECTMEN  
MINUTES**

**DECEMBER 29, 2010**

**EXECUTIVE SESSION**

At about 9:05 am, Mr. Heller called to order an Executive Session citing Exemption # 6 of the Open Meeting Law: *To consider the purchase, exchange, lease or value of real estate, if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body.*

Mr. Heller welcomed Mr. McKeon, Mrs. Gagne, and Marianne Belanger to the meeting and thanked the staff of the CMPRC and David Foss of Fuss and O'Neil for arranging the meeting. Mr. Heller asked Megan DiPrete and David Foss to review the process by which the Town and the McKeon heirs could apply for services under a grant from the Environmental Protection Agency (EPA) to the CMPRC to assess the potential presence of hazardous materials on a property that offered a municipality or a non-profit organization substantial advantage. They discussed the following:

- CMPRC can provide services only to a municipality or a non-profit organization that is not the party responsible for any contamination of the site. Therefore, CMPRC can provide Phase I and II brownfield assessment services only to the Town of Brookfield and only if the McKeon's retain ownership.
- The EPA must sign off on all agreements and has determined that only 3 & 5 Prouty Street are eligible for Phase I and II services. However, the document will include some examination of 7 Prouty Street. David Foss predicted final approval for the Phase I study by January 10. The draft Phase I study would be complete by the end of January, but not finally approved until the CMPRC advisory board meets in March.
- Once a parcel has been approved for a Phase I study, should a Phase II study be recommended, it is likely that CMPRC and EPA will agree to fund the costs, especially for a project like the Prouty Street properties that are likely to produce short-term positive impact for the Town.
- A Phase II study, if recommended, could be approved in March, but would not be completed for 6-9 months. A Phase II study would include an estimate of any required clean-up costs for the proposed uses. Therefore, a final purchase and sale agreement would be submitted to voters at a fall Special Town Meeting.
- Once clean-up costs are known, the Town could agree to purchase the property and then apply to EPA directly for clean-up costs. Fuss and O'Neill assist municipalities to write these grants and have a strong record of success in obtaining these funds, though sometimes not until the second grant submission.

David Foss and Megan Diprete concluded by suggesting that a partnership between the Town and the McKeon heirs was a win-win situation for both parties.

Following this presentation, the Selectmen and the McKeon heirs discussed the following:

- The Selectmen indicated that it could not agree to move forward with the Phase I assessment unless it was part of a purchase and sale agreement that gives the Town the right to purchase the property (subject to approval by a Town Meeting).
- Mr. Robert McKeon confirmed that their counterproposal includes a willingness to negotiate some reduction in the selling price if clean-up is required. However, both he and Mrs. Gagne indicated that they feel the current price is a bargain given the assessed valuation of the properties.
- The Selectmen agreed to draft a new response to the McKeon counterproposal to the Town's offer that incorporated the information provided at the meeting

.Everyone agreed that the meeting had been informative and useful.

There being no further discussion, at 11:34 am, Mr. Allen moved and Mr. O'Connell seconded the motion to return to open session. So voted with Mr. Allen voting "Aye," Mr. O'Connell voting "Aye," and Mr. Heller voting "Aye."

Respectfully submitted,

Peter S. O'Connell, Clerk

Date approved by Board: \_\_\_\_\_

Date Released: December 11, 2012