

Southfield Redevelopment Authority
Board of Directors Meeting
February 17, 2015 @ 7:30pm
223 Shea Memorial Drive, Conference Room

Directors Present: Walter Flynn, Chairman
William Minahan, Vice Chairman
Kelli O'Brien-McKinnon
Patricia O'Leary
Ralph Rivkind
Lyndsey Kruzer
Robert Rizzi
John Brewer

Directors Unable to Attend: Chris Aiello, Clerk

Also in Attendance: Scott Bois, Treasurer/Collector
Jim Young, Land Use Administrator
Matt Feher, Legal Counsel

The Chairman called the meeting to order at 7:35PM.

Minutes

**VOTED: Motion of Bill Minahan, seconded by Bob Rizzi, to approve the minutes of the Board of Directors meeting held on January 12, 2015
7-0-1 vote Ms. O'Brien-McKinnon abstained**

NAVY Meeting Update

The Chairman noted the meeting with NAVY occurred on January 22, 2015 and that their major issue was a loan payment in default. The Board was informed that LNR had since made the payment to NAVY. The other issue that needed to be addressed was to apply to the Office of Economic Adjustment to request a change in LRA designation to the SRA as the successors and assigns of SSTTDC, and to reflect the change in the 2011 Land Transfer Documents, as appropriate.

Municipal Service Agreements

The Board reviewed the proposed Town of Weymouth Service Fee Memorandum of Understanding which included Police, Fire and other municipal services (excluding Education and Public Works) for the second half of FY15 (total \$258,678.00). The Enabling Legislation was clear that the Towns were responsible for municipal services as of Jan. 1, 2015. The SRA Tax Plan was clear that SRA was responsible for reimbursement of municipal service expenses through June 30, 2015. Mr. Minahan was informed that the Education Services was a separate contract carried forward from last year. Ms. O'Leary was informed that originally all of DPW was excluded from the MOU, but based

on concerns from Weymouth, engineering services was put back in for coordination with assessing and building department functions, etc.

The Treasurer stated that expenses for Library, Clerk, Veterans and everything else provided in the Town were difficult to quantify. Ms. McKinnon was informed there were no charges for ambulance calls and that there was an ordinance in place to deal with false alarms. Mr. Feher stated that both agreements were boiler plate with the same general substance as the preexisting agreements with SSTTDC.

Ms. O'Leary was informed that the SRA already maintained the water and sewer system, and that the Mayor had previously stated that Weymouth would not plow snow at SouthField this winter. Ms. O'Leary asked for the working papers to see how the \$258K lump sum amount was determined, and was informed it was based on an amount equal to $\frac{1}{2}$ of 1% of Weymouth's budget (less Education and DPW) since the percentage of Southfield residents to Weymouth's total population was approximately 1%. The Board was informed that a copy of the formula would be provided.

Concerns were raised on the cost of the Agreement for the second half FY15. Ms. Kruzer noted there was no ongoing construction so there would most likely be a decrease in municipal services provided during second half FY15. She questioned the need for the (more than \$100K) increase built into the agreement, and stated that with additional snow removal expenses, the SRA needed to be more prudent on the MOU. Mr. Brewer stated the proposed MOU was a substantial increase and burden to the residents.

The Board was informed that Public Safety charges for the first half of FY15 (for both Weymouth and Rockland) totaled \$150K, and was based on per call unit pricing.

Mr. Minahan suggested the existing Public Service Agreement be carried forward from Dec. 31, 2014 to June 30, 2015, rather than change it all up. Mr. Rivkind suggested a counter offer to Weymouth of the actual costs for the first half of FY15 paid in a lump sum for the remainder of FY15 – or settle on a figure in between. The Board was not inclined to approve the Weymouth Service Fee Memorandum of Understanding as presented.

Education Agreement

Discussion ensued on average per pupil costs, state reimbursements (Chapter 70 funds) and the Weymouth Education Contract formula for charging SouthField students. Questions were raised if (in prior years) full tuition was charged to SRA, if Chapter 70 funds for SouthField students were reimbursed to the Town of Weymouth, and if preexisting students in the Weymouth school system who moved into SouthField were charged to SRA. The Board was informed that Chapter 70 funds were reimbursed to the SRA during FY15; that the formula was agreed to in the prior year's contract, and that tuition charges were calculated after backing out transportation and out-of-district special education costs. Ms. Kruzer and Mr. Brewer agreed that real tuition costs and the methodology calculation should be included in the Agreement in order to approve. Ms. Kruzer voiced concern that the formula did not back out state and federal grants/etc. that Weymouth would be receiving.

Update by Master Developer

Mr. Minahan noted that LNR/Starwood had an opportunity after the NAVY meeting to speak candidly

with SRA about development challenges from their perspective.

Matt Barry, Starwood CPG Operations, thanked the Board for assisting in the complicated title search process to allow the Transit Village land sale with Pulte Homes to close, and stated that Pulte Homes would soon submit to SRA a site plan application for Transit Village and a Development Plan application for Winterwoods, and would carry on negotiations with LNR to advance their Winterwoods project. He also noted that another developer was negotiating with LNR for the purchase of land located on Snow Bird Avenue, and that he was working to identify potential commercial and recreational partners, but the Parkway Phase 2 Financing Agreement was causing an inability to push forward on commercial possibilities.

The Parkway Phase 2 commitment only committed funds to connect Trotter Road to the Parkway, therefore limiting the development envelope to 1000 residential units, 40,000 square feet of commercial development (Fairing Way) and 15,000 square feet of retail development (Corcoran Building); beyond that there was zero land available for LNR to sell. He indicated that investors expected entitlements to be in place before investing their money, and that LNR/Starwood needed to work with SRA to resolve the issue.

Mr. Barry also noted that the Amended Parkway Financing MOA was not yet signed by LNR, but would most likely be signed soon, as long as the Parkway Phase 2 Financing Agreement was amended to their liking.

Mr. Ryan, Starwood consultant, noted there was increasing interest in investing in SouthField, but the Phase 2 Parkway Financing Agreement was a real inhibitor because the funding commitment did not support the infrastructure necessary to handle traffic for retail or commercial development. Resolution of this issue required a collaborative effort to get more State commitment in order to make private investments viable and sustainable, and commercial land salable.

Mr. Barry stated he was prepared to discuss all the potential land deals to an ad hoc working group in order to get things moving forward with the new State administration; and that he had also reached out to the administrative staff at A&F to set up a meeting.

Discussion ensued on the makeup of a working group. It was agreed that the project needed to keep its competitive market place, and that the ad hoc group would not include a quorum of Directors but would include key people to speak on behalf of the project.

The SRA Land Use Administrator, Jim Young, the President of S. S. Chamber of Commerce, Peter Forman, the President of Quincy & S. S. Building & Trades Council, Bob Rizzi, SRA Director, Bill Minahan, LNR reps, Mr. Ryan and Mr. Barry would be in the ad hoc group, and meet to work up a simple political strategy. The Board was also informed that Starwood had designated space on the Base for a snow farm to assist the Towns, MassDOT and MBTA with their snow removal efforts.

Public Comment

Mr. LeMott, SouthField resident, inquired about water/sewer development, and was informed by Mr. Barry that it was contingent upon getting a better Phase 2 Parkway deal; that the Parkway was not viable.

Ms. O'Leary was informed that the design deadlines in the Legislation for water & sewer infrastructure

and the amenities plan would not happen until the Phase 2 Parkway Financing Agreement made sense to Starwood. Mr. Barry stated that all deadlines built into the new Legislation were based on resolving the Parkway by Oct. 15, 2014.

Mr. Feher reminded the Board that there were no deadlines in the new Legislation driving the Amended and Restated Parkway Agreement or the Phase 2 Parkway Financing Agreement; and that the SRA completed all the requirements for the new Legislation to take effect.

Mrs. Parsons, Rockland, stated that the SouthField residents were being double billed on tuition costs, that Weymouth paid \$6,900 in real money for their students, and the difference was covered by State and Federal grants.

Ms. O'Leary inquired if there were any snow safety issues, and Ms. Kruzer indicated Trotter Rd. was only one lane with no pedestrian walkway. Mr. Barry stated it was a challenge to clear the snow with vehicles on the road, that they would hire a police detail, close Trotter road from 8am to noon, and clear it.

Mr. Gallahue, SouthField resident, stated access to the commuter rail station was a major selling point, but the sidewalks were unusable, the roads were impassable, and closing the road from 8am to noon would prevent commuters from getting to the train. Starwood should find another time to close the road and make the sidewalks a top priority for the commuters. Mr. Gallahue also stated that a master plan and better coordination was needed for snow removal throughout the entire neighborhood.

Next Meeting – March 9, 2015 @ 7:00pm

The Chairman made a motion to convene in Executive Session to discuss strategy with respect to litigation.

VOTED: Motion of Walter Flynn, seconded by Ralph Rivkind, to enter into Executive Session to discuss strategy with respect to litigation, and not to reconvene in Open Session

8-0 roll call vote - Rivkind, aye, Minahan, aye, McKinnon, aye, Flynn, aye, Kruzer, aye, O'Leary, aye, Rizzi, aye, Brewer, aye

Open Session ended 9:30pm

Mary Cordeiro, Recording Secretary

Walter Flynn, Chairman

Documents reviewed at the meeting:

Weymouth Service Fee Memorandum of Understanding

Weymouth Education Service Agreement