

Southfield Redevelopment Authority
Board of Directors Meeting
February 23, 2015 @ 7:00pm
Conference Room, 223 Shea Memorial Drive

Directors Present: Walter Flynn, Chairman
Bill Minahan, Vice Chairman
Chris Aiello, Clerk
Ralph Rivkind
John Brewer
Kelli O'Brien-McKinnon
Pat O'Leary
Lyndsey Kruzer
Bob Rizzi

Also Present: Scott Bois, Treasurer/Collector
Jim Young, Land Use Administrator

The Chairman called the meeting to order at 7:00pm, and noted the meeting was specifically called for the Town of Weymouth in hopes of resolving issues with the two (2) Municipal Service Agreements. Mayor Kay and Messrs. Gallagher and McKinney were in attendance. The Mayor was puzzled by the concerns raised by Board members at their Feb. 17th meeting.

Mr. Minahan noted at the last Board meeting that concerns were raised on the Fee Service Memorandum of Understanding for the second half of FY15 because it was very different from the fees charged for first half of FY15. The Education Services Agreement was also reviewed at that time, updated DESE numbers were not included and several Board members voiced questions and concerns.

The Board was informed that Weymouth's tuition formula was the same as last year with updated DESE numbers for this year, that the formula had been in place for a few years, and that the 2014/2015 Education Service Agreement signed by SSTDC was executed for the entire school year. It was noted that the new Legislation voided the two existing contracts with Weymouth as of January 1, 2015, and they had to be re-negotiated/re-executed.

Discussion ensued on Town of Weymouth true cost factors (minus out-of-district costs), in-district students, out-placed students, SPED students, State and Federal grant funds, DESE per pupil costs and actual Weymouth per pupil costs.

Ms. Kruzer stated the SRA needed to know if SouthField students were included in the state and federal grant funds received by the Town of Weymouth, and how the actual per pupil costs compared for Weymouth students versus SouthField students.

Mr. Gallagher stated that on January 1, 2015 responsibility for municipal services shifted from SRA to Weymouth; and that one whole day was spent each month pulling all the data together into an SRA invoice; the Town's administrative costs were never tracked or charged, and Weymouth felt that a lump sum figure would be easier for all parties involved rather than trying to track all SouthField costs, which might require hiring another staff person.

The Board noted that clarification on Legislative assumptions regarding responsibilities of the Towns as of Jan. 1st was needed because now the SRA had significant expenditures not budgeted for in DPW expenses due to all the recent snow storms.

Mr. Minahan was informed that total costs for SSTDC/SRA staff administration, building and health inspections, and Weymouth Fire Inspections during the construction of 100 SouthField units was about \$85K and there would most likely be no more construction activity for the rest of FY15; the charges proposed in the Service Fee Memorandum of Understanding gave cause for concern.

Mr. Minahan suggested signing the Education Services Agreement, and amending the original Municipal Service Agreement by adding an estimated \$20-30K to the \$114K spent on Weymouth Police/Fire in the first half of FY15, as other administrative costs for the second half of FY15 (i.e. total of \$134-\$144K)

Mayor Kay rejected Mr. Minahan's proposal stating she needed time to evaluate Weymouth's true costs more effectively if the Fee Service Memorandum of Understanding was going to be opened up and negotiated.

Ms. O'Leary inquired if Weymouth could be paid a provisional amount for services rendered since January 1, 2015, and was informed that advance payments were not allowed by law.

Mr. Rivkind suggested signing the Education Agreement on the condition that SRA and Weymouth staff collaborated on an appropriate compensation in the Service Fee Memorandum of Understanding for the second half of FY15.

Board Measure 15-002

VOTED: Motion of Walter Flynn, seconded by Chris Aiello for purposes of discussion, to endorse the terms and conditions of the proposed Education Services Agreement between the Authority and the Town of Weymouth as presented

Some Board members agreed that the relationship with the Town of Weymouth was good and should carry on, and that the Education Services Agreement could be consummated; but the Service Fee Memorandum of Understanding had issues that needed to be resolved.

Mr. Rivkind questioned the intent of the word 'endorse' and offered an amendment to the motion.

VOTED: Motion of Ralph Rivkind, seconded by Bill Minahan, to amend the motion by deleting the

word 'endorse' and replacing it with 'approve' the terms and conditions....

7-2 vote Kruzer and Brewer opposed

VOTED: Motion of Walter Flynn, seconded by Ralph Rivkind, to approve the terms and conditions of the proposed Education Services Agreement between the Authority and the Town of Weymouth as presented

5-3-1 vote Kruzer, Brewer and Aiello opposed, Minahan abstained

The Chairman stated he had thought the proposed Fee Services Memorandum of Understanding had rational judgment, but the Board had sufficiently outlined their differences and expressed their opinions about the municipal service costs.

Mr. Gallagher and Mr. Bois were directed to work out an amended Service Fee Memorandum of Understanding as soon as possible; the final fee was needed for the supplemental budget process. Mr. Minahan and Ms. Kruzer volunteered to participate with staff in contract negotiations with Weymouth.

VOTED: Motion of Lyndsey Kruzer, seconded by Bill Minahan, to adjourn the meeting

Unanimous vote

The meeting ended 8:15pm

Mary Cordeiro, Recording Secretary

Walter Flynn, Chairman of the Board

Documents reviewed during the meeting:

Town of Weymouth Service Fee Memorandum of Understanding

Town of Weymouth Education Services Agreement