

Sturbridge Finance Committee
Meeting Minutes
February 3, 2015 ~ Sturbridge Town Hall
7:00pm

Call to Order:

The chairman called the meeting to order at 7:00pm with the following committee members present: Kevin Smith, Chair (KS); Joni Light (JL); Kathy Neal (KN); Mike Serio (MS); Larry Morrison (LM) and Alex Athans (AA); absent: Eric Perez (EP); Bob Jepson (BJ); and Arnold Wilson (AW)
Guests: Suzanne Kennedy (SK); Lynne Girouard (LG)

The chairman called the meeting to order at 7:00pm.

Discussion on Article 40

KS made clear to the committee that the breakdown of funds as per last meeting is in the textbox and that is what we need to make clear. LG was present to discuss and try to make clear exactly what the funds being requested will cover. She stated that she did inform the previous TA that this contract will come to a shortfall, yet the TA advised to proceed because the contract was going to be amended. That was not done and LG was unaware. Originally when developed by the Westfield Design Group it was for only two locations (Shepherds Parcel and Town Barn Fields). The town felt active recreation was not the intended use on the Shepherds Parcel so the design had to be reconfigured for the town barn fields. LG went to the design firm and asked for specific amounts of what additional expenses were expected to cover this shortfall, which entailed necessary meetings in front of the conservation committee and the planning committee, and the cost of a new survey for the DPW. Additionally, there were direct costs not accounted for in the original appropriation and undetermined expenses. The overall shortfall for expenses already incurred is \$9,669.00. LG further addressed all the concerns from the town resident who contacted the BOS. She confirmed that the habitat assessment was to be covered with CPC funding, and the necessary meeting with a biologist may also be covered but for this purpose the biologist cost is included in the \$18,000.00 request. The original contract for the field design was \$97,500.00.

KS asked for confirmation of the total contract of \$119,000.00, which includes the \$3,500.00 habitat assessment from CPC, and wanted to know why there was a 20% overage to the original contract. LG stated that the plans and additional meetings and expenses associated went above and beyond what was expected. The DPW asked for an additional survey to alleviate concerns over the abutting waste water facilities, the planning committee requested additional copies of the plans which put a strain on the additional expense balance, to name a few known outflows. These were just not accounted for in the 10% built in contingency. Questions around the signing of the contract came into discussion when it was revealed the contract was signed by the recreation committee, who executed the contract. SK described the steps taken to ensure all contracts are signed by the BOS and that the steps were reviewed with town counsel and communicated to the department heads and committees. KS asked again for clarification that this was clearly communicated so this could be prevented from happening, and urged SK to ensure it be included in the town documents. The idea is to have the BOS execute the contracts and consequently continue to review, approve and sign off on any addendums or amendments properly.

JL asked if the BOS is the only legal entity to execute contracts, then would this contract be considered null and void at this point. KS and SK both agreed it would be too late as this contract was signed back in 2010 timeframe.

KS wanted to be clear to the town as to what this article was specifying, and yet after a thorough review it does not appear that the final cost of the design contract is definite. He stated his concerns that there could be the likelihood that this contract would require having to go back to town meeting and request

additional funding for unforeseen costs based on the discussions. SK assured the finance committee that they outlined fairly what is owed and factored in the difference of the direct costs owed, and that they will sit with the vendor and go through all the costs to explain that there will be no more money allocated to this project beyond this point. LG stated that she cannot see any issue unless something is uncovered at the meeting with the conservation committee and planning board for the DPW concerns were addressed. LM remarked that the recreation department seemed to be doing their best to keep the costs down and try to account for unforeseen expenses, yet that is not always apparent.

KS wanted to ensure there were plans in place to keep the cost at the \$119,000.00 and make it very clear to the vendor. LG and SK both indicated they could stipulate to the vendor that this was final and they needed to adhere to these numbers. KN further noted that some of the onus is on the vendor to alert the town when costs are rising closer to the final amount, and to bring this to their attention.

The article would need reconsideration. JL moved a motion to reconsider Article 40; LM seconds. Motion to reconsider is approved 6-0-0.

Motion to accept the article so the town can vote to transfer \$18,000.00 from Free Cash to the Field Design Account (16302-52236) for the purpose of funding the remaining scope of work for the Recreational Field Design Contract was moved by JL; LM seconds. Motion accepted 6-0-0.

Discussion continued on all articles comprising of a dollar value to avoid confusion as to what is being voted. Motions were moved on all such articles listed below to accept the revised language by KN with a second by LM. All motions were approved 6-0-0, with exception for Article 43.

Motion to reconsider Article 29; motion accepted 6-0-0. Motion to approve as amended; motion accepted 6-0-0.

Motion to reconsider Article 30; motion accepted 6-0-0. Motion to approve as amended; motion accepted 6-0-0.

Motion to reconsider Article 31; motion accepted 6-0-0. Motion to approve as amended; motion accepted 6-0-0.

Motion to reconsider Article 32; motion accepted 6-0-0. Motion to approve as amended; motion accepted 6-0-0.

Motion to reconsider Article 33; motion accepted 6-0-0. Motion to approve as amended; motion accepted 6-0-0.

Motion to reconsider Article 34; motion accepted 6-0-0. Motion to approve as amended; motion accepted 6-0-0.

Motion to reconsider Article 35; motion accepted 6-0-0. Motion to approve as amended; motion accepted 6-0-0.

Motion to reconsider Article 36; motion accepted 6-0-0. Motion to approve as amended; motion accepted 6-0-0.

Motion to reconsider Article 37; motion accepted 6-0-0. Motion to approve as amended; motion accepted 6-0-0.

Motion to reconsider Article 38; motion accepted 6-0-0. Motion to approve as amended; motion accepted 6-0-0.

Motion to reconsider Article 39; motion accepted 6-0-0. Motion to approve as amended; motion accepted 6-0-0.

Motion to reconsider Article 41; motion accepted 6-0-0. Motion to approve as amended; motion accepted 6-0-0.

Motion to reconsider Article 42; motion accepted 6-0-0. Motion to approve as amended; motion accepted 6-0-0.

Motion to reconsider Article 43 was moved by MS with a second by KS. Motion accepted 6-0-0. Motion moved to accept as amended; motion not accepted by 3-3-0; JL, LM and KN in opposition.

New motion was moved after much discussion to take no action by LM with a second by JL. JL was very disappointed that this budget was not put together by the STA, and at no time was any consideration given to the STA to join in the discussion and creation of the budget with the Chamber of Commerce. Additionally, JL stated that the STA was never even notified that a budget would be required for the remaining budget, and in her humble opinion this was irresponsible of the BOS to allow going forward. LM continued with the disappointment by noting that the Chamber is under no obligation to hold public meetings on the budget allocation, thereby hypothetically circumventing their competitors from utilizing funds that could be used for town tourism if they so choose. Moreover this budget also provides for payment to the Chamber for such management of public funds. JL noted concerns that there is no longer any accountability to this tax revenue but purely by the payment of invoices by the town accountant at which time funds have already been promised to and owed. KS noted to SK that in reviewing the MOU there was no mention of the required "STA" town logo on all events allocated STA funds. This was initially voted early on by the STA to ensure the public knew the funds were being used for tourist and town community events, yet omitted from the MOU.

Motion to take no action was accepted, 3-2-1; MS, KS in opposition and AA abstained.

Snow & Ice Deficit

Requested by Greg Morse, \$60,000.00 in deficit spending for Snow & Ice was required to be split between the purchase account and the overtime account. Motion to approve spending of \$40,000.00 to the Snow & Ice Purchase Account (14232-52000) was moved by JL; MS seconds. Motion accepted 6-0-0.

Motion to approve spending of \$20,000.00 to the Snow & Ice Overtime Account (14231-51300) was moved by MS; AA seconds. Motion accepted 6-0-0.

Review of Meeting Minutes:

Minutes of the January 13, 2015 were reviewed and accepted as amended. MS moved the motion; KN seconds. Motion accepted 5-0-1 with AA abstaining.

Minutes of the January 22, 2015 were reviewed and accepted as amended. MS moved the motion; KN seconds. Motion accepted 5-0-1 with AA abstaining.

Motion to adjourn the meeting was moved by JL; KN seconds. Motion accepted 6-0-0. Meeting adjourned at 9:07pm.

/jml