

MINUTES OF A SPECIAL MEETING
- OPEN SESSION -
OF THE SPRINGFIELD HOUSING AUTHORITY
HELD ON JUNE 14, 2017

The members of the Springfield Housing Authority met in Open Session at the Conference Room of the Springfield Housing Authority at 60 Congress St., Springfield, Massachusetts at 4:30 PM on June 14, 2017.

A copy of the Notice of Meeting, pursuant to Section 23B of Chapter 39 of the Massachusetts General Laws, as amended, with the Certificate as to Service of the Notice, was ordered spread upon the minutes of the meeting and filed for records.

NOTICE OF MEETING

Notice is hereby given in accordance with Section 23B of Chapter 39 of the Massachusetts Laws, as amended, that a special Meeting of the Board of Commissioners of the Springfield Housing Authority will be held at 4:30 PM on Wednesday, June 14, 2017 in the Conference Room of the Springfield Housing Authority at 60 Congress Street, Springfield, MA 01104.

SPRINGFIELD HOUSING AUTHORITY
/s/William H. Abrashkin, Executive Director
June 12, 2017

CERTIFICATE AS TO SERVICE OF THE NOTICE OF MEETING

I, William H. Abrashkin, the duly appointed and qualified Secretary of the Springfield Housing Authority, do hereby certify that on June 12, 2017 I filed in the manner provided by Section 23B, Chapter 39 of the Massachusetts General Laws, as amended, with the Clerk of the City of Springfield, Massachusetts, a Notice of Meeting of which the foregoing is a true and correct copy.

Attest:



William H. Abrashkin/Executive Director/
Secretary to the Board

Chairman Thomas called the meeting to order at 4:30 PM, and those present upon roll call were as follows:

PRESENT

Thomas Labonte
Jessica Quinonez
Angela Robles
Willie Thomas

ABSENT

Raymond Warren

ALSO PRESENT

William Abrashkin
Priscilla Chesky, Lyon & Fitzpatrick, LLP
Fidan Gousseynoff

Executive Director Abrashkin indicated that Commissioner Warren's absence was planned.

The Board reviewed the Minutes of May 30, 2017. Upon a motion made by Commissioner Labonte, seconded by Commissioner Quinonez, it was unanimously

VOTED: to approve the Minutes of May 30, 2017.

Upon a motion made by Commissioner Labonte, seconded by Commissioner Robles, it was by a roll call vote (Thomas - Aye, Labonte - Aye, Quinonez - Aye, Robles - Aye) unanimously

VOTED: To enter into Executive Session to conduct strategy session in preparation for negotiations with nonunion personnel and to reconvene in Open Session.

The Board reconvened in Open Session at 4:53 pm. Upon a motion made by Commissioner Labonte, seconded by Commissioner Robles, it was by a roll call vote (Thomas - Aye, Labonte - Aye, Quinonez - Aye, Robles - Aye) unanimously

VOTED: to approve the agreement between Springfield Housing Authority and Executive Director William H. Abrashkin as presented to the Board.

Attachment 1: Agreement Between SHA and Executive Director William H. Abrashkin

Chairman Thomas expressed his gratitude to Attorney Chesky for her assistance with preparing the agreement. Mr. Thomas questioned if Lyon & Fitzpatrick shall be involved in the process of hiring new Executive Director from the very beginning or the Board shall start on their own. He stated that both he and Commissioner Warren have been through this process before and asked the Board members to share their opinion on this matter. Commissioner Labonte stated that it would be ideal to have Ms. Chesky, who has always been so helpful, involved in the process from the very beginning however he is concerned that her hours will pile up quickly.

Commissioner Robles inquired what Chairman Thomas would suggest taking into account his and Ray Warren's experience in hiring new Executive Director. Mr. Thomas stated that he would prefer to start with hiring a consultant, preparing an RFP and after that Ms. Chesky will be asked to share her feedback and advice on how to proceed.

Attorney Chesky emphasized the importance of discussing all the plans at the next meeting when Commissioner Warren is present. She reminded that Mr. Warren has a great experience as he has gone through hiring new SHA Executive Director twice (with Betsy McCright and then William Abrashkin). She added that Chairman Thomas has also gone

through a similar process when his former employer [the West Springfield Housing Authority] was searching for his replacement, when he retired from the position of Executive Director.

Attorney Chesky indicated that there are many resources that the SHA could use to assist in the process of searching and hiring a new Executive Director, including Mass NAHRO, DHCD, other housing authorities, many consultants like, for example, Leo Dauwer who provided training for SHA Commissioners. She stated that once the Purchasing Director John Healy starts getting quotes it will be determined if RFP has to be issued because the cost of services might be less than the threshold requiring obtaining bids. Ms. Chesky added that Lyon & Fitzpatrick would be delighted to provide any assistance the Board might need in this process.

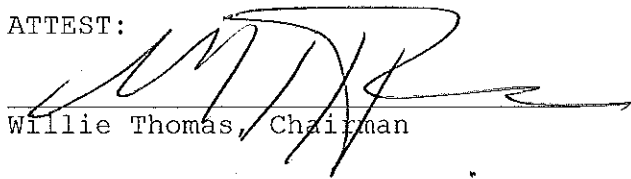
Judge Abrashkin stated that he is also ready to assist the Board with the planning part however would prefer to stay away from the selection process.

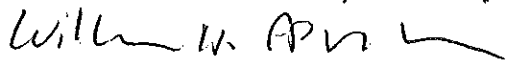
The Board entered into a discussion whether a meeting shall be called in July and it was decided that the next meeting will take place, as scheduled, in August and until that time the Commissioners will have enough time to review the DHCD Guidelines for hiring new Executive Director and determine what steps to take.

There being no further business to come before the members of the Springfield Housing Authority Board, upon a motion made by Commissioner Labonte, seconded by Commissioner Robles, it was unanimously

VOTED: To adjourn the Open Session of a Special Meeting of the Springfield Housing Authority at 5:01 PM.

ATTEST:


Willie Thomas, Chairman


William H. Abrashkin, Executive Director

**AGREEMENT
BETWEEN
SPRINGFIELD HOUSING AUTHORITY
AND
EXECUTIVE DIRECTOR WILLIAM H. ABRASHKIN**

Whereas Springfield Housing Authority Executive Director William Abrashkin has informed the SHA Board of Commissioners of his intention to retire from his position, and whereas it is the intention of the parties to avoid disruption and to provide sufficient time for the smoothest possible transition to a new Executive Director, the parties hereby agree as follows:

This is an Agreement between Springfield Housing Authority (hereinafter "SHA") and Executive Director William H. Abrashkin (hereinafter "Judge Abrashkin").

Effective on the date of his formal retirement, on or around August 1, 2017, SHA will retain Judge Abrashkin to perform the duties of the annexed Executive Director job description for up to 960 hours and subject to any other requirements of the Massachusetts State Retirement Board and/or City of Springfield Retirement Board between the date of retirement and December 31, 2017; and then to perform the same duties for up to 960 hours during the period between January 1, 2018 and on or around May 31, 2018 (the date will remain flexible depending upon the start date of the successor Executive Director). During these two (2) periods, Judge Abrashkin will continue to have the title of Executive Director and will fully discharge all responsibilities of the position including being available 24/7 as those responsibilities may require. Compensation shall consist solely of a payment to Judge Abrashkin of eighty six dollars and 46 cents (\$86.46) per hour for each hour that Judge Abrashkin performs the duties of the Executive Director job description during the two (2) periods set forth above. It is the understanding of the Parties that no compensation shall exceed the limits regarding earnings by Judge Abrashkin as regulated by the State Retirement Board and the City of Springfield Retirement Board. It is the understanding of the Parties that no compensation other than the per hour payment for duties rendered will be due to Judge Abrashkin. As required by law the SHA

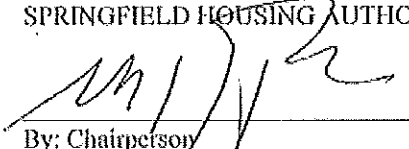
will be responsible for its share of Judge Abrashkin's post-retirement health insurance and may also provide him with reasonable fringe benefits not to exceed those currently provided.

Notwithstanding any other provision in this Agreement, SHA and Judge Abrashkin expressly recognize and agree that the relationship created by this Agreement is a retention at-will, pursuant to which either party may terminate this relationship at any time and for any lawful reason during the pendency of this agreement upon giving thirty (30) days prior notice to the other Party of termination.

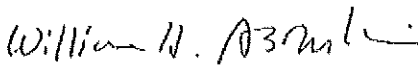
During the period this agreement remains in effect Judge Abrashkin agrees that he will not be retained by or perform services for any public housing authority other than SHA.

Both Parties acknowledge and represent that this Agreement represents the sole and complete understanding between them relating to their relationship during the dates set forth above and that no one associated in anyway with SHA has the authority to alter the at-will nature or alter or amend any other provisions of this Agreement without a formal vote by the Commissioners of the SHA at a duly noticed SHA meeting of Commissioners.

SPRINGFIELD HOUSING AUTHORITY


By: Chairperson

Date: 6/14/2012


William H. Abrashkin

William H. Abrashkin

Date: 6/15/12

