

November 14, 2023

The Regular Meeting of the Housing Authority of the Town of Springfield was held at the Westview Terrace Community Room at 8:11 A.M.

Roll Call: Present were Mr. Peter Andrews, Ms. Jessica Martin, Mr. Jeff Perkins and Ms. Mimi Yahn.

Staff: Laura Ryan

Guests: none

Old Business:

(A) Minutes: The minutes from the October 10, 2023 meeting were approved.

(B) Financial Report: The financial report will be distributed by email.

(C) Woolson Block: Lease renewals are pending for both businesses, all 4 commercial spaces. YIT program has had considerable staff turnover. Laura will be meeting with them in the near future to ensure that we have the same expectations.

(D) Capital Projects –

a. Huber Ventilation Project

i. Still have testing, balancing and painting remaining. Painting the ductwork is under way and things are progressing.

b. Whitcomb Stormwater / Roof

i. Roof work is in the planning stages but moving forward.

ii. Stormwater work is with the town and their consultants.

(E) Development Updates

a. The board entered executive session at 8:15am to discuss real estate. The board exited executive session at 8:45. Laura was instructed to look into both matters further.

b. Summit Ave. – RVTC has begun construction.

c. 31 Pearl Street – We are having difficulty getting a date for take down. Laura continues to contact a contractor.

d. South Street – The appraisal was submitted to Rural Development for their consideration of the subdivision of the property. We are waiting for their response.

(F) Other Business –

a. Tenant Receivables. Receivables good at this time. Mountain View is resolving. The Huber Building has 1 eviction filed.

(E) New Business:

1) Request for Donations –

(a) Springfield Regional Chamber “Brighten Downtown” campaign. Donation to be the same as 2022.

(b) Santa Claus Club. \$500


- (c) Springfield Garden Club. Donation to be the same as 2022.
- (d) Springfield Hospital "Hearts of Hope". \$150.
- (e) VT Council for Rural Development. \$100.
- (f) Springfield Family Center. \$100.
- (g) Edgar May Recreation Center. \$100.


2) Other Business:

- a. SHA pension plan – possible resolution to switch providers. Current provider is difficult to work with and has not permitted us to change investment election options. Jeff Perkins moved that we the board resolve to adopt a joinder agreement and specifications and become a participating employer under the Housing Authority Retirement Trust (full resolution attached), pending reference checks. The motion was seconded by Jessica Martin. All were in favor.
- b. There was a request from maintenance staff to move from the direct purchase of work clothing to the use of a clothing allowance. There was discussion of the logo items provided to all staff and the understanding that the staff would be responsible for providing their own gear appropriate to workplace safety. Jessica Martin moved that we provide a clothing allowance of \$250 in addition to the purchase of logo clothing; staff will be signing an agreement related to safety concerns. The motion was seconded by Mimi Yahn. All were in favor.

(F) Adjournment: The meeting adjourned at 9:39 A.M. The next meeting will be held December 12<sup>th</sup> at the Westview Office.

Respectfully submitted,

  
Laura Ryan  
Secretary to the Board &  
Executive Director

  
Peter Andrews  
Chairman  
Springfield Housing Authority

**BOARD OF COMMISSIONERS RESOLUTION**

**RESOLUTION NO.** \_\_\_\_\_

**RESOLUTION FOR RESTATING THE RETIREMENT PLAN**

**WHEREAS**, effective January 1, 2024, the Springfield Housing Authority (“Authority”) desires to adopt the Joinder Agreement and Specifications and become a participating Employer under the Housing Agency Retirement Trust (“Plan”).

**NOW, THEREFORE, BE IT RESOLVED** that the Authority’s Restated Joinder Agreement and Plan Specifications, a copy of which is attached hereto and incorporated herein by reference, is hereby approved and adopted effective January 1, 2024.

**BE IT FURTHER RESOLVED** by the Board of Commissioners that the Executive Director of this Authority is hereby authorized to sign the Restated Joinder Agreement and Plan Specifications for and on behalf of the Authority, and to take any and all actions necessary or appropriate to carry into effect the resolutions herein approved.

**CERTIFICATE**

The undersigned, PETER ANDREWS, does hereby certify the foregoing is a true, accurate and exact copy of the appropriate portion of the minutes of the meeting held on November 14, 2023, and of the appropriate resolution and action taken there.

In witness thereof, the undersigned has hereunto set his hand this 14 day of November, 2023.

Peter M Andrews  
Name

Chairman, Board of Commissioners  
Title

# ***Restated Joinder Agreement And Plan Specifications***

## **EMPLOYER NAME AND LOCATION**

Springfield Housing Authority  
Springfield, Vermont

## **ORIGINAL EFFECTIVE DATE OF EMPLOYER PARTICIPATION**

January 1, 2024

## **HISTORY**

Effective January 1, 2024, the Springfield Housing Authority ("Employer") adopted the Housing Agency Retirement Trust as constituted on that date, and as it may be amended from time to time thereafter ("Plan").

## **PLAN SPECIFICATIONS**

Capitalized terms in this Joinder Agreement and Plan Specifications shall have the same meaning as set forth in the base Plan document, except as otherwise provided therein. The Employer now desires to restate it in its entirety effective January 1, 2024, as follows:

1. ***Employee Eligibility Requirements*** – All Eligible Employees shall become a Participant in the Plan on the first day of the month after completing three (3) months of continuous and uninterrupted employment with the Employer.

Eligible Employee means any person regularly employed by the Employer for at least thirty (30) hours per week; provided, however, that the term Eligible Employee shall exclude any person who is a Leased Employee. The term Eligible Employee shall not include any person classified by the Employer as a temporary employee.

Participation in the Plan is mandatory for all Eligible Employees who have satisfied the requirements for participation in the Plan set forth herein.

2. ***Employer 100% Vested Contributions*** - Pursuant to Section 3.2 of the Plan, five and one half percent (5½%) of Employee Compensation (which means base rate of pay exclusive of all forms of extraordinary earnings such as bonuses and overtime), which shall be considered picked up by the Employer within the meaning of Section 414(h)(2) of the Internal Revenue Code.
3. ***Employer Deferred Contribution*** – Pursuant to Section 3.3 of the Plan, the Employer shall contribute five and one half percent (5½%) of Employee Compensation (which means base rate of pay exclusive of all forms of extraordinary earnings such as bonuses and overtime) as an Employer Deferred Contribution.

4. **Normal Retirement Date** - The Normal Retirement Date for Participants shall be the first day of the month following or coincident with the Participant's sixty-fifth (65th) birthday.
5. **Vesting Provisions** - Employees shall always be one hundred percent vested in their Employee Voluntary After-Tax Contributions and Employer 100% Vested Contribution. Employees shall vest in the Employer's Deferred Contribution Account at the rate of twenty percent (20%) for each Period of Service. A Period of Service shall mean each full year of continuous employment of an Employee with the Employer. Notwithstanding the above, any Participant shall be fully vested in the Employer's Deferred Contributions if, while employed by the Employer, he or she either attains Normal Retirement Age, becomes Totally and Permanently Disabled, or dies.
6. **Special Credit for Eligibility and Vesting** - Notwithstanding anything in this Joinder Agreement and Plan Specifications to the contrary, the amount of service required by this Plan for both eligibility and vesting purposes shall include the Participant's previous years of employment and/or previous years of participation in any previous plan maintained by the Employer.
7. **Loan Provision** - Participants are permitted to take loans from the Plan, subject to the terms and conditions set forth in the base Plan document.
8. **In Service Distribution After Age 59½** - Notwithstanding anything in this Joinder Agreement and Plan Specifications to the contrary, a Participant who is an active Employee and who has attained age 59½ may withdraw the vested portion of his or her Individual Account; provided, however, that the minimum amount of each such distribution shall be \$500.00.

This Restated Joinder Agreement and Plan Specifications to the Housing Agency Retirement Trust is executed this 14<sup>th</sup> day of November, 2023.

**Springfield Housing Authority**

By 

Title Executive Director

\*\*\*\*\*

Accepted the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Trustees of the Housing Agency Retirement Trust**

By \_\_\_\_\_  
T. Edward Johnston, Executive Director