

Capital/Financial Planning Subcommittee
Tuesday, March 17, 2020
5:00 p.m. - 7:00 p.m.
Location: School Committee Virtual Zoom Meeting

In attendance: Gene Lee, Stacey Metternick, Tom Geary, Craig Genuardo and Vincent Leone
(?)

Not in attendance: Michelle Horgan

Gene Lee called meeting to order at 5:05 pm

Discussion of MOU to address changes made by legal counsel and then the changes with HWTURF.

*insert MOU draft

Approved minutes from joint boards (Hamilton & Wenham, Capital planning and finance WG) on dated January 29, 2020 with no changes.

No other items were discussed.

Next meeting set for 4/7/20 at 7 pm.

Adjourned at 7:05

Respectfully submitted by Stacey Metternick

DRAFT

Agreement between the
Hamilton Wenham Regional School District Committee (HWRSDC)

~~And the~~
~~Hamilton-Hamilton Wenham: Towns United for Recreational Fields Athletic Field Improvement~~
~~Committee (HWAFICHWTURF)~~

Commented [GT1]: Name will likely change upon registration of 501c3

Both ~~Hamilton Wenham: Towns United for Recreational Fields (HWTURF)~~ ~~Hamilton Wenham Athletic Field Improvement Committee~~ and the Hamilton Wenham Regional School Committee have the shared goal of the development of synthetic turf playing fields, track facilities, ~~and~~ lighting ~~and other~~ supporting facilities at the Hamilton Wenham Regional High School, hereinafter referred to as "the ~~P~~project". Towards that end, the parties agree as follows:

Commented [GT2]: Name will likely change upon registration of 501c3

Commented [GT3]: Refer to 5a and look to incorporate into preamble

1. The School Committee ~~will, on or before~~ ~~,~~ ~~define and approve~~ the scope and development of ~~synthetic turf playing fields track facilities and lighting at the Hamilton Wenham Regional High School the Project,~~ subject to ~~the appropriation of municipal funding for the HWRSD's share of the Project costs and necessary voter approvals.~~

Commented [PG4]: Allow for flexibility (eg not all components).

What is the significance of the approval? Do future school committees need to approve also?

2. The ~~HWAFICHWTURF,~~ as a 501c3, ~~will be raising funds in support of this project through fundraising and other means.~~ The ~~HWAFICHWTURF~~ will maintain bank, financial and tax-exempt status independent of the Hamilton Wenham Regional School District.

Commented [GL5]: What does other means mean? Cannot accept in-kind.

~~2.3. Prior to the commencement of fundraising efforts, the HWTURF will furnish the School Committee with a written fundraising plan which will be subject to the review and approval of the School Committee. Any promotion or advertising is subject to the School Committee's approval.~~

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4. The ~~HWAFICHWTURF~~ has established a fundraising goal of ~~[\$1,500,000]~~ ~~_____~~ to be raised on or before ~~two years from the date of the approval referenced in paragraph 7(a) below~~ ~~_____~~. The ~~HWAFIC~~ will share with the School Committee a written plan outlining the process it will use and the steps it will take to achieve this goal. The ~~HWAFICHWTURF~~ will keep the School Committee informed on a regular basis about the status of the funds raised.

Commented [GT6]: Pending positive town vote?

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Commented [PG7]: Amount and timing to be confirmed by feasibility consultant

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~~3.5. The HWRSDC, contingent on the receipt of _____ of [\$1,500,000] as a donation towards the project by the date set forth above, has agreed to expend up to _____ to fund the balance of _____ this project. During the period when funds are being raised by HWTURF, the HWRSDC shall, at least once each year, take a roll call vote to confirm the HWRSDC's ongoing support for the Project.~~

Commented [ns8]: Can we commit to this? Will we be able to absorb the funding in the School Committee's budget?

Commented [ns9]: Do we want to establish specific funding requirements as a condition of commencing the project? Is this realistic?

4. ~~Prior to the commencement of the project, the parties will establish realistic goals for private funding and public funding of the project including the maintenance of the synthetic turf playing fields, track facilities and lighting.~~

Commented [ns10]: You need to make sure that there are sufficient funds to maintain the turf.

Commented [GT11]: Capture statement regarding SD maintaining property under operating budget ; becomes school asset, etc.

~~7.6. Upon the completion of its fundraising effort, and subject to the successful appropriation of the required municipal or HWRSDC funds, the HWTURF will gift the funds raised for the above-mentioned purposes to the HWRSD to be used only for the agreed upon and intended purposes contemplated herein. and e~~Consistent with HWRSD policies, the funds will be placed in a separate revolving account which will be controlled by the School Committee. ~~Should, for any reason, the Project fail to be substantially completed within five years from the date of the gift, the HWRSD will return the funds to the HWTURF.~~

~~8.7. In accepting these funds from HWAFC HWTURF and the HWRSDC will, the School Committee working collaboratively toward the shared goal of a successfully funded and developed Project. To that end: with HWAFC will agree to the following~~

- a. Although the School Committee will have ultimate decision-making authority about the scope and implementation of the project, the parties to this agreement will pursue this Project on a committee basis with representation including, but not limited to, HWTURF and the Joint Recreation Department, as well as the HWRSDC. The "Building" Committee will be responsible to advise and make recommendations to the HWRSDC on matters of District's representatives responsible for this project will consult in good faith with representatives of HWAFC and the Hamilton Wenham Joint Recreation Department about the project design, project schedule, programming, phasing, and other similar facets of the project planning. Within 90 days of this agreement, the HWRSDC shall issue a statement of the intended scope of the Project which HWTURF can use to assist in its fundraising efforts.
- b. HWAFC HWTURF, in gifting the funds can, subject to the School Committee's approval, and compliance with state and federal law, designate that a portion of the funds raised will be used to support specific, or supplemental elements of the project.

Commented [GT12]: Language regarding establishment of commission or committee that aids in developing scope, overall achievement of project, construction of project

~~8. The Committee HWRSDC will accept the gift from HWAFC HWTURF subject to the terms and conditions referred to above. Upon acceptance, the District shall maintain complete control over the project consistent with School Committee HWRSDC policy D4002.~~

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Commented [GT13]: Consult with Naomi regarding policy now vs. future and if we include language from policy and incorporate into contract

~~HWTURF will assume responsibility to seek appropriation funds from (i) the Town of Hamilton (the so called "Patton Fund" of \$500,000) and (ii) the CPC's of both communities.~~

~~9.~~

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10. The Hamilton Wenham Joint Recreation Department will administer the application process and the approval of the use of the fields by community groups subject to the needs of the school system. It is understood that the Hamilton Wenham Schools have first priority in establishing times for field-based activities and that the need to use the fields may change based upon team playoffs which cannot be scheduled in advance. Recognizing the Schools' priority status, it is the intent of all parties that not for profit youth sports organizations in the two communities will enjoy regular and reasonable access to the facilities. The Schools and the Joint Recreation Department shall, within 90 days of this agreement, prepare a draft and conceptual field use schedule which HWTURF may use to assist in its fundraising efforts.

This letter of understanding will provide guidelines for the relationship between HWAFIGHWTURE and the HWRSDC in the fundraising and development of the turf fields, a new track and supporting facilities.

School Committee Chairperson Date

President HWAFIGHWTURE, Date