

HAMILTON WENHAM
JOINT AGREEMENT FOR VETERANS' POOL

This Agreement dated April 1, 2015, by and between the Town of Hamilton, Massachusetts ("Hamilton") and the Town of Wenham, Massachusetts ("Wenham") is the basis for shared costs for the construction, final design, operation, maintenance and future capital of the Veterans' Pool at Patton Park, Hamilton (the "Pool"). Since 1995, the Pool has been used for the summer park and recreation program offered by the Hamilton-Wenham Joint Recreation Committee (the "Committee"). Hamilton and Wenham agree to continue the Pool program under the auspices of the Committee and for the benefit of both Towns' residents under the terms set forth herein, pursuant to G.L. c. 40, § 4A.

1. Mission: The Recreation Director in consultation with the Committee will schedule programs and services at the Pool as appropriate to serve the recreation needs of both Towns.

2. Residents of Hamilton and Wenham shall be eligible to participate in Pool activities on an equal basis, without access or cost discrimination on the basis of town of residence, for so long as the two Towns share costs pursuant to this Agreement.

3. Management of the Pool: The management of the Pool shall be provided by the Town of Hamilton in consultation with the Committee. The Pool shall be dedicated to the use of programs sponsored or managed by the Recreation Director in consultation with the Committee.

4. All operational, maintenance, capital improvement, or repair costs of the Pool and accessory structures (i.e., bathrooms, parking lot, equipment or storage shed, lights) shall be shared by the Towns as provided in this Agreement. Any utility costs not provided and separately billed directly to the Pool or its accessory structures shall be provided to the facility by Hamilton, and the *pro rata* share of such costs shall be treated as costs to be shared by the Towns as provided in this Agreement.

5. Personnel: All employed staff of the Pool, including part-time and seasonal, shall be employees of the Town of Hamilton, which shall be responsible for all employment relations obligations. As Hamilton employees, the Pool staff shall be governed by Hamilton's Personnel Policies and other employment practices pertaining to hire, probation, benefits, performance, compensation and termination. The direct cost of employment incurred by Hamilton with respect to the Pool staff shall be costs shared by the Towns as provided in this Agreement.

The Director, after consulting with the Committee, shall make all employment decisions for all Pool staff.

6. Pool Capital Costs: All direct or indirect costs, the latter of which shall be agreed upon by the two Towns, to replace the Pool shall be shared by the Towns as follows:

Hamilton will contribute 66.4% and Wenham will contribute 33.6% of the final design and construction costs subject to appropriation at each Town's 2015 Annual Town Meeting and contingent upon funding by both Towns as recommended by each Town's Community Preservation Committee. Aggregate costs for final design shall not exceed \$80,000.00 and for construction shall not exceed \$2,000,000.00.

7. Sharing of Pool Operational and Maintenance Costs: All direct or indirect costs, the latter of which shall be agreed upon by the two Towns for those indirect costs excluded from the administrative fee, of operating the Pool shall be annual Pool costs paid for out of revenues collected and deposited in a pool revolving fund to be created and maintained by the Town of Hamilton.

The Hamilton Town Manager and Director, in consultation with the Committee, will prepare an annual budget for Pool costs and submit the same to the Finance and Advisory Committees of Hamilton and Wenham for their review and approval so that the pool revolving fund will be authorized at the Annual Hamilton Town Meeting with sufficient resources to meet estimated costs. In the event that there is a shortfall such that expenses exceed revenues, the parties shall negotiate a fair apportionment of payment to cover the shortfall, taking into account Pool usage by each Town's citizens and other factors identified by the Committee and Director.

Hamilton is entitled to an administrative fee for managing the Pool finances and operations. The administrative fee for the administrative costs assumed by Hamilton shall be calculated as follows:

1. The percent share ratio for determining the Indirect Cost Allocation (IDC) for the departmental administrative support will be based on the Pool expenses to the total General Fund and Recreation Revolving Fund expenses for the fiscal year. Hamilton provides to Wenham by February 15th in each calendar year for the upcoming fiscal year the total estimated budgets for the Town's General Fund, the Recreation Revolving Fund, the Pool revolving fund, and the Recreation Department. In determining the ratio, the Recreation Department expense will not include general insurance, worker's compensation and pension; those expense items will be included in the General Fund and Pool Revolving Fund total budgets.
2. The IDC comprises specific personnel and operating expenses for Hamilton's departments of Treasurer/Collector, Finance, Town Manager's Office and Legal. The IDC will be provided to Wenham by the same date in paragraph 1 and will include the following components:
 - a. Hamilton provides to Wenham its estimated budget for the personnel expenses, comprising only Wage & Salary, Medicare, Health Benefits, for the positions in the Finance

- Department, personnel functions, the Town Manager, and the Assistant to the Town Manager.
- b. Hamilton provides to Wenham its estimated operating expenses comprising the following: in the Treasurer's Department - Banking Services, Billing & Collections, Professional Training; in the Finance Department - Financial software licensing agreement, the Town website, Voice/Video/Data, IT Support, Audit, GASB 45-update and Consulting Services; in the Executive Department - Voice/Video/Data, Leased Office Equipment, Office Supplies for Town Hall; and in Legal - the annual retainer for Town Counsel. The estimated budget for legal services for special matters incurred for the Joint Program will be included in Recreation Department expense budget.
 3. Add the totals for paragraphs 2 a and b.
 4. Multiply the figure determined for paragraph 3 by the departmental percent share ratio derived from calculation in paragraph 1. This calculated IDC is the basis for the administrative fee for the Pool.
 5. Multiply the IDC result in paragraph 4 by Wenham's apportioned share of the Pool.

Wenham's estimated administrative fee is the amount calculated in paragraphs 1-5 above and is the sum to be included in Wenham's budget for the upcoming fiscal year.

After the end of each fiscal year, no later than September 1, Hamilton will calculate the actual administrative fee for the Joint Program by recalculating the formula set forth in paragraph 1-5 above using the actual expenses, not estimated. The Finance Directors of the two towns will sign a certified reconciliation statement reflecting the actual administrative support fee due from Wenham to Hamilton for the recently ended fiscal year. The difference between the estimated and actual administrative support fee will be applied to the new fiscal year budget by the Finance Directors as a reconciling item.

If the Pool Revolving Fund is not authorized in any fiscal year, the Pool Operational Costs will be apportioned annually to the member Towns on the basis of the total of Each Town's Net Population (defined below) as of June 1 of the preceding year. Each member Town's share for each fiscal year shall be determined by computing the ratio, to the nearest one hundredth of one percent, of the total of each Town's Net Population to the aggregate total of the Net Population for both member Towns. For example, if the total of Hamilton's Net Population as of June 1, 2014 is 5,500 and the total of both Towns' Net Population as of June 1, 2014 is 10,000, then for the fiscal year starting July 1, 2015, Hamilton's share is 55% of the total cost.

Net Population means the total population of a member Town as included in the annual census minus, in the case of Wenham, that portion residing on Gordon College property and, in the case of Hamilton, that portion residing on Gordon-Conwell Theological Seminary property.

8. Term and Termination: This Agreement shall have a set term of twenty-five (25) years. This Agreement may be terminated by either Town effective upon the last day of any fiscal year by notice by the Board of Selectmen from the terminating Town to the other Town given not less than three (3) years prior to the effective date. Wenham is not entitled, and waives any claim, to return of any portion of its capital contribution in the event that Wenham terminates the Agreement. If Hamilton terminates the Agreement prior to the expiration of twenty-five (25) years, then Hamilton shall pay to Wenham a buy-out equal to 1/25th of Wenham's share of the Pool Capital Costs under Section 6 for each year remaining of the twenty-five (25) year term, starting with the Effective Date of the Termination (*i.e.*, three years after notification of termination).

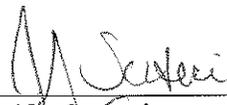
Failure of a Town to give timely notice of termination shall obligate the Town to pay its share of budgeted Pool costs for the next fiscal year notwithstanding any subsequent appropriation decisions by the Town. Termination will not extinguish either Town's continuing obligation to fund its share of a Pool employee's retirement benefits, workers' compensation benefits, or any other costs and expenses continuing after termination for Pool staff who were employees when the terminating Town participated in the Pool.

9. The Effective Date of this Agreement, for purposes of calculating the Term is April 1, 2015.

TOWN OF HAMILTON
By its BOARD OF SELECTMEN



Scott Maddern, Chairman

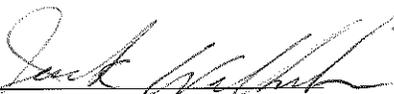


Jennifer Scuteri

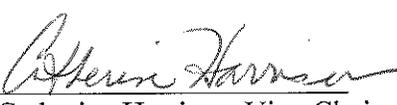


David Neill

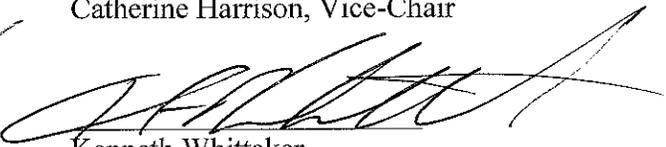
TOWN OF WENHAM
By its BOARD OF SELECTMEN



Jack Wilhelm, Chairman

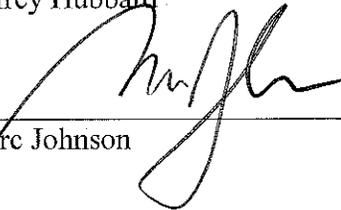


Catherine Harrison, Vice-Chair



Kenneth Whittaker

Jeffrey Hubbard



Marc Johnson