



TOWN COUNCIL – AGENDA REQUEST FORM

THIS FORM WILL BECOME PART OF THE BACKGROUND INFORMATION USED BY THE COUNCIL AND PUBLIC

Please submit Agenda Request Form, **including back up information**, 8 days prior to the requested meeting date. **Public Hearing requests must be submitted 20 days prior to requested meeting date to meet publication deadlines** (exceptions may be authorized by the Town Manager, Chairman/Vice Chair).

MEETING INFORMATION

Date Submitted: April 30, 2019
Submitted by: Finance Director Paul T. Micali
Department: Finance
Speakers:

Date of Meeting: May 9, 2019
Time Required: 15 minutes
Background Info. Supplied: Yes: No:

CATEGORY OF BUSINESS (PLEASE PLACE AN "X" IN THE APPROPRIATE BOX)

Appointment:	<input type="checkbox"/>	Recognition/Resignation/Retirement:	<input type="checkbox"/>
Public Hearing:	<input type="checkbox"/>	Old Business:	<input type="checkbox"/>
New Business:	<input checked="" type="checkbox"/>	Consent Agenda:	<input type="checkbox"/>
Nonpublic:	<input type="checkbox"/>	Other:	<input type="checkbox"/>

TITLE OF ITEM

MYA Audit / Financial Discussion

DESCRIPTION OF ITEM

The Town Council to review the Town's current contract with the Merrimack Youth Association that is due to expire on June 30th and consider the recommendation that the MYA hire a part-time bookkeeper.

REFERENCE (IF KNOWN)

RSA:	Warrant Article:	_____
Charter Article:	Town Meeting:	_____
Other:	N/A	

EQUIPMENT REQUIRED (PLEASE PLACE AN "X" IN THE APPROPRIATE BOX)

Projector:	<input type="checkbox"/>	Grant Requirements:	<input type="checkbox"/>
Easel:	<input type="checkbox"/>	Joint Meeting:	<input type="checkbox"/>
Special Seating:	<input type="checkbox"/>	Other:	<input type="checkbox"/>
Laptop:	<input type="checkbox"/>	None:	<input type="checkbox"/>

CONTACT INFORMATION

Name:	Paul T. Micali	Address:	8 Baboosic Lake Road
Phone Number:	424-7075	Email Address:	pmicali@merrimacknh.gov

APPROVAL

Town Manager: Yes No: Chair/Vice Chair: Yes No:

Hold for Meeting Date: _____

Memo



TO: Town Council
ATTN: Town Manager Eileen Cabanel
FROM: Finance Director Paul T. Micali
DATE: May 1, 2019

RE: MYA Audit

On April 8th the Town Manager sent the attached letter to the MYA since the Town has not received the MYA's June 30, 2018 audit yet. Since October 2018 I have been told by the MYA on various occasions that the audit was almost completed. The latest correspondence stated that the auditor was waiting for a couple of documents from the Wrestling program. I was informed that the Treasurer of the program was in the middle of tax season but should have the information that the Auditor needs shortly.

While the MYA has made tremendous strides in internal controls and record keeping, it is clear to me that this organization has grown significantly and that having a volunteer treasurer just does not work anymore. The MYA has gone through three auditing firms and the results are the same with each firm. The audit is late in its arrival to the Town.

Under the current contract the audit is supposed to be delivered to the Town by October 31st. The current three-year contract with the MYA expires on June 30th of this year.

One recommendation I would make is that the MYA hire a part-time bookkeeper to perform the treasurer's duties for the programs. This person would be responsible for having all of the documents needed for the auditor to perform the audit. If the MYA does proceed with this recommendation there would have to be additional documentation procedures and internal controls put in place.



April 8, 2019

Merrimack Youth Association
P.O. Box 153
Merrimack, NH 03054

Attn: Brian Harris

Dear Brian,

I am writing to inform the MYA that as of April 1, 2018 the Town has not received the audit and that the MYA is in non-compliance (see below) with the agreement signed with the Town of Merrimack on July 21, 2016. As such the Town is notifying you that the MYA has until April 30, 2019 to provide the Town with the June 30, 2018 Audit. The MYA has 30 days from receipt to conform to the agreement or the contract will be terminated.

Article 17 – Failure to provide audited financial statements for the fiscal year end June 30, 2018 by October 31, 2018

Article 26 – Failure to perform in accordance with the terms and provisions of the Agreement

In addition the Town will be withholding all payments from November 1, 2018 – April 1, 2019 a total of \$32,178 until further notice. If you have any questions please call me at (603) 424-2331.

Sincerely

Eileen Cabanel
Town Manger

Agreement Between the Town of Merrimack and the Merrimack Youth Association

This Agreement entered into this 21st day of July 2016, between the Town of Merrimack, a municipal corporation of the State of New Hampshire with a mailing address of 6 Baboosic Lake Road, Merrimack, New Hampshire 03054 ("Town") and the Merrimack Youth Association, Inc., a not-for-profit corporation organized in accordance with the laws of the State of New Hampshire with a mailing address of PO Box 153, Merrimack, New Hampshire 03054 ("MYA").

Whereas, the Town is desirous of making certain recreational programs available to the youth of Merrimack; and whereas, the MYA proposes to provide and supervise such programs;

Now, therefore, it is mutually agreed as follows.

1. That this Agreement shall be effective for the three-year period beginning on July 1, 2016 and ending on June 30, 2019("Term").
2. That, for the Term of this Agreement, the MYA shall provide the following annual recreational programs for Merrimack youth residents (residing in Merrimack) and any other recreational programs which generate a significant amount of interest on the part of Merrimack youth residents and which the MYA is capable of providing: baseball, football, cheerleading, soccer, basketball, lacrosse, softball and wrestling.("Programs").
3. That the MYA shall provide full and adequate supervision of the Programs and all equipment needed to operate the Programs.
4. That in consideration of the provision by the MYA of the Programs and associated supervision and equipment, the Town shall annually pay to the MYA, contingent upon Annual Meeting approval, the related amount specifically provided in the Town's operating budget for this purpose. Said annual amount shall be payable in twelve installments on the first Friday of each calendar month, and the amount of each installment shall be determined by mutual agreement at least seven calendar days prior to the due date.
5. That the MYA shall allocate the aforesaid payments for direct program support, i.e., uniforms, equipment, officials to best meet the participation interest levels associated with the Programs.
6. That, without the express written consent of the Town to the contrary, the MYA shall be staffed solely by volunteers so that no MYA resources are used to pay wages or any other form of remuneration to any officer, program director, coach, or member of the MYA, except those serving as game officials.
7. The MYA shall not obligate the Town for any debt or expense nor hold itself out to the public as having the ability or authority to do so.

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8. That, without the express written consent of the Town, the MYA shall make no material alteration or improvement to any Town property made available for MYA use. The MYA shall not add any additional advertising signage in any park other than what existed April 8, 2010 (see attached photos) and one additional sign to be placed on the backstop of Veteran's Park (see attached) without the express written consent of the Town Council.
9. That the Town shall be responsible for the cost of any utilities, refuse disposal services and portable toilets which are determined by mutual agreement to be necessary at Town-owned recreational facilities used by the MYA.
10. That, in accordance with Article 6-1, C, the MYA shall annually recommend to the Town Council, a representative to serve on the Town's Parks and Recreation Committee.
11. That the Town, in accordance with Article 142, as amended, of the Town's Administrative Code, has final authority over the use of all Town-owned recreational facilities, including but not limited to the Youth Center, the Bise Fieldhouse, and all athletic fields; and that a MYA representative shall coordinate with the Town Manager or his/her designee for any use of said facilities that is required in conjunction with the Programs.
12. That the Town Manager or his/her designee has final authority over the maintenance of all Town-owned recreational facilities, including but not limited to the Youth Center, the Bise Fieldhouse, and all athletic fields; and that the MYA's representative shall meet monthly with the Town Manager or his/her designee to coordinate any maintenance of said facilities that is required in conjunction with the Programs, whether or not resources of the MYA will fully or partially finance such maintenance. Financial responsibility for such maintenance will be determined by mutual agreement.
13. The MYA will be responsible for the following maintenance tasks as outlined below. Materials for normal field preparation shall be provided by the Town, as well as field preparation equipment, equipment maintenance and appropriate storage for the equipment. The Town of Merrimack will groom each baseball and softball infield with the same frequency that each field is mowed. The scheduling of the grooming will be done at the sole discretion of the Town of Merrimack. If severe weather occurs, the Town is committed to providing additional grooming assistance to restore playing fields to their pre-storm condition subject to available resources.

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TASK	PARKS MAINTENANCE	MYA/Adult Athletics
Line Striping	Initial layout and application for each season	All striping after initial layout, including initial layout should lines not be maintained
Striping Materials purchasing responsibility	Initial applications by Parks Maintenance only. Purchase of striping materials	Materials to be purchased by the Town
Infield Grooming	Initial leveling, de-vegetizing, and as needed major regrading/repair	Minor raking and mat dragging before games/tournaments
Goal placement	Initial placement per User field use plan	In field relocation and relocating at other fields differing from User field use plan

14. That all permitted use of Town-owned recreational facilities by the MYA shall be in strict adherence to applicable provisions of Article 142 of the Town's Administrative Code, as amended.
15. That the MYA, at its own expense, shall provide: broad liability coverage in the amount of \$1,000,000 to protect the Town, MYA and its officers, coaches, agents, and volunteers against any claims for money damages resulting from the operation of the Programs and the related and permitted use of properties owned by the Town and others; and property coverage in a sufficient amount to protect against the loss of, or damage to, any MYA equipment and supplies that are stored in Town facilities.
16. That the MYA, at its own expense, shall provide injury/accident insurance in the amount of \$5,000 for each participant in the Programs.
17. That the MYA shall adopt and apply the internal control procedures attached and provide by each October 31st, beginning with the fiscal year ended June 30, 2013 audited financial statements, prepared on a modified-accrual basis by a certified public accountant chosen by the Town Manager including, but not limited to: a balance sheet as of the preceding June 30; a statement of revenues, expenditures, and changes in equity for the year ended in the preceding June 30; a statement of estimated revenues and expenditures for the current fiscal year (July 1 through June 30); a schedule of revenues and expenditures by Program for the same period, and a detailed report on the status of all internal control procedures and any recommended modifications thereto, to be conducted initially for the period of July 1, 2013 through December 31, 2013 and annually at the time of audit thereafter. Notwithstanding, the Merrimack Town Council shall have the right to require that a forensic audit be conducted at the MYA's sole expense if there are reasonable grounds to suspect irregularities in financial management, controls, balances or oversight as determined by the independent auditor. At least once every five years the MYA shall change auditors. Beginning with the June 30,

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2013 audit, the Town Manager shall choose an independent audit firm that has not been associated with the MYA in the past. All Audits are to be paid for by the MYA at their sole expense.

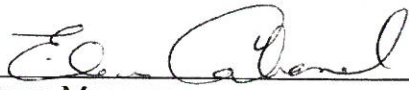
18. That the MYA shall provide by each October 15th, the following final budget information: a proposed MYA operating budget by Program for the succeeding fiscal year that includes a schedule of the estimated revenues to be received from donations, fund-raising activities, concession sales, contractual payments by the Town, and other sources; and schedules of proposed capital improvements and proposed increases in programs, facilities, fields, or Paragraph 9 costs, which could materially impact the anticipated payment from the Town.
19. That the MYA shall provide by each October 15th, an accurate number of children participating in MYA activities. Each child shall be counted once. (A child participating in more than one sport shall only be counted once, not one for each sport they participate in.)
20. That, within thirty calendar days of a request by the Town, the MYA shall make available for review any available records that may relate to this Agreement.
21. That this Agreement shall be deemed to be made, and shall be interpreted and construed, in accordance with the laws of the State of New Hampshire. This Agreement shall be binding upon each of the parties, their successors, and permitted assigns. Any disputes that may arise relative to the terms and provisions of this Agreement shall be submitted to the American Arbitration Association for resolution, and related hearings shall be bound by the rules of the American Arbitration Association.
22. That notwithstanding any of the provisions hereof, the parties hereinafter may mutually agree to written modifications of this Agreement.
23. That this Agreement may not be assigned without the express written consent of the Town.
24. That the waiver by the Town of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.
25. That each term of this Agreement is material, and any breach by either party of any one of the terms herein shall be a material breach of the entire Agreement and shall be grounds for the termination of the entire Agreement.
26. That, if, in the judgment of the Town, the MYA's manner of operation or the quality of its services does not meet the requirements of this Agreement or in the event that the MYA shall otherwise violate, or shall fail to perform in accordance

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with, the terms and provisions of this Agreement, the Town shall submit to the MYA a written notice of such unsatisfactory performance or default. If the MYA fails or refuses to remedy said unsatisfactory performance or default within thirty calendar days after receipt of the Town's notice, the Town may declare this Agreement to be immediately terminated. The decision of the Town relative to such matters shall be final.


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TOWN OF MERRIMACK:


Town Manager

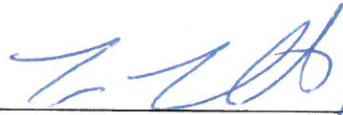

Witness

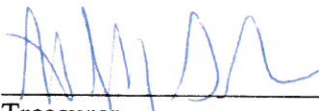
MERRIMACK YOUTH ASSOCIATION:

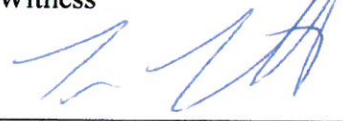

President

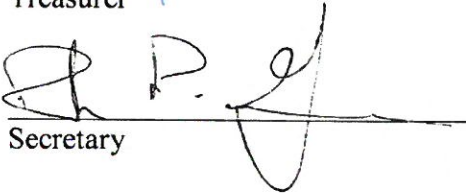

Witness


Vice President


Witness


Treasurer


Witness


Secretary


Witness

Agreement Between the Town of Merrimack
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Bise Left Center



Bise Right Center

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Bise Left Field



Bise Right Field

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Batting Cage

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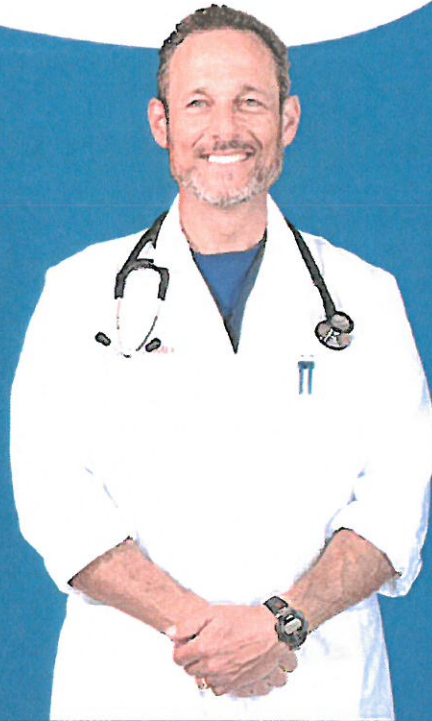
ConvenientMD

URGENT CARE

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Veterans Park