

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on this 19<sup>th</sup> day of December, 2006, by and between the LINCOLN-SUDBURY REGIONAL SCHOOL DISTRICT, a regional school district created under M.G.L. c. 71, §§ 15, et seq., having its principal office at 390 Lincoln Road, Sudbury, MA (the "District") and the TOWN OF SUDBURY, a municipal corporation, having its principal office at The Flynn Building, 278 Old Sudbury Road, Sudbury, MA 01776 (the "Town") for the purpose of setting forth certain provisions, terms, conditions and understandings of the parties relative to the **use of District and Town fields**, as follows:

1. The District and the Town have entered into a certain Inter-Municipal Agreement – L-S Community Field ("**Agreement**") on the 19<sup>th</sup> day of December, 2006, with respect to the creation and use of a new facility to be constructed on a portion of the Lincoln-Sudbury Regional School District Campus which is to be known as the **L-S Community Field**.
2. The **Agreement** creates the Town's right to use the L-S Community Field under terms set forth in the **Agreement**. The parties hereby acknowledge their intention that the terms of the shared use of the L-S Community Field is to be a model for the shared use of all athletic fields owned by the District and the Town.
3. Town-approved organizations (Sudbury Park and Recreation Programs, Sudbury Youth Soccer, Sudbury Boys Lacrosse, Sudbury Girls Lacrosse, Sudbury Little League, Sudbury Babe Ruth, Sudbury Pop Warner, Sudbury Girls Softball, among others) are considered Category 1 users as defined in the L-S Field Usage Guideline

Document. As Category 1 Users, Sudbury Park and Recreation-approved user groups pay conventional park and recreation fees to the Town and do not pay additional field rental fees to the District for normal seasonal use of District fields. For normal seasonal use, all Town-approved user groups will coordinate with the Director of Park and Recreation to be assigned field space. The Director of Park and Recreation, in turn, will coordinate with the District Athletic Director to determine what field space is available for Town use. District field space is then allocated to Town-approved groups as needed and consistent with the L-S Community Field Rules of Priority and the L-S Community Field Reservations Rules and Regulations.

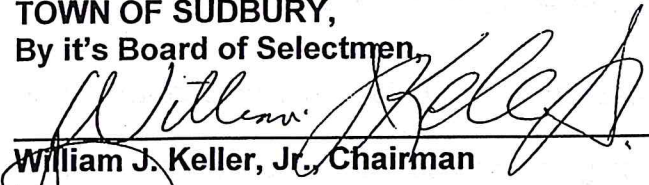
4. District teams and organizations will continue to pay no field rental fees for use of Town fields, including but not limited to Haskell field, Feely Field, and Featherland Field. The Town will continue hosting District team events and will continue to provide field space, as needed, for games, practices, as a result of weather cancellations, MIAA tournament games and any other situations that may arise.
5. The Town will continue to provide the District with Featherland Field for graduation ceremonies and considers this to be a use of the highest priority.
6. Solely for purposes of the L-S Community Field Project and until the project is completed, the Town Manager, or designee, shall be an ex-officio member of the LS Building Committee.
7. In or about each December and May, the Town of Sudbury Park and Recreation Director and the Lincoln-Sudbury Athletic Director (or their designees) shall conduct a joint scheduling meeting for Town and District-controlled fields. At each such meeting, the Directors shall confer with respect to the relative use, condition and

wear of Town and District-controlled fields and shall make recommendations to the Town and District with respect to allocation, if any, to the Town and District of fees collected pursuant to Paragraph 3 above and with respect to proposed revisions or amendments to this Memorandum of Understanding, if any.

8. The artificial turf field surface of the L-S Community Field shall be permanently lined for football, soccer, boys lacrosse, and girls lacrosse. Notwithstanding that direction, control, and management of the construction of the L-S Community Field Project is vested in the LS Building Committee, final approval of the specifications for field lining of the artificial surface of the field by the manufacturer and/or installer of said surface shall be subject to approval by both the Town and the District.
9. The District acknowledges the Town staff issues raised in the October 17, 2006 Memo of the Director of Planning and Community Development. The Town and the District agree that the issues shall be addressed and resolved by consensus.
10. This Memorandum of Understanding shall be reviewed by the Town and District each year, or more frequently if needed, to determine the need, if any, for any revisions or amendments to this Memorandum of Understanding and any issues with respect to any such revisions or amendments shall be resolved by consensus.
11. This Memorandum of Understanding is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the **Agreement**, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Understanding and the provisions of the **Agreement** itself, the provisions of the **Agreement** shall control.

IN WITNESS HEREOF, the parties have executed this Memorandum of Understanding this 19<sup>th</sup> day of December, 2006.

TOWN OF SUDBURY,  
By it's Board of Selectmen,

  
William J. Keller, Jr., Chairman

  
John C. Drobinski

  
Lawrence W. O'Brien

LINCOLN-SUDBURY REGIONAL SCHOOL DISTRICT  
By it's Regional District School Committee,

  
Mark Collins, ~~Chair~~ Chairperson

  
Eric Harris

  
John J. Ryan, Jr.

  
Patricia Mostue

  
Eileen Glovsky

  
Lauri B. Wishner