

JONES LIBRARY

NORTH AMHERST LIBRARY • MUNSON MEMORIAL LIBRARY

NOTICE OF MEETING

ADVISORY TO THE PUBLIC: This special Library Trustee Development Committee meeting will occur virtually via ZOOM and will be streamed live here:

When: Jul 11, 2022 11:00 AM Eastern Time (US and Canada)

Topic: The Jones Library, Inc. Development Committee

Please click the link below to join the webinar:

<https://amherstma.zoom.us/j/83939375498>

Or One tap mobile :

US: +16468769923,,83939375498# or +16469313860,,83939375498#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 646 876 9923 or +1 646 931 3860 or +1 301 715 8592 or +1 312 626 6799 or +1 408 638 0968 or +1 669 444 9171 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 839 3937 5498

International numbers available: <https://amherstma.zoom.us/j/83939375498>

Public Body: The Jones Library, Inc. Development Committee

Date: Monday, July 11, 2022

Time: 11am-12pm

Location: Zoom webinar

AGENDA

1. Call to Order (Welcome Lee, Tamson, & Sharon!)
2. **Minutes (4-11-22) ***
3. Public Comment
4. **Epsilon Associates Proposal ***
5. Adjournment

“Move to approve Epsilon Associates, Inc.’s proposal dated June 23, 2022 to the Jones Library, Inc. regarding Historic Tax Credit Consulting Services in the amount of \$27,850.”

** Indicates handout(s) will be made available.*

*** Please note that the list of topics in this notice was comprehensive at the time of posting, however the public body may consider and take action on unforeseen matters not specifically named in this notice.*

RED indicates vote required.

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JONES LIBRARY

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MEETING MINUTES

Public Body: The Jones Library, Inc. Development Committee

Date: [Monday, April 11, 2022](#)

Time: [10-11am](#)

Location: Goodwin Room

Present: Lee Edwards, Tamson Ely, Sharon Sharry, Member of the Public

- The meeting convened at 10am.
- Lee Edwards was elected Committee Chair
- The Committee discussed Naming Opportunities in conjunction with the ongoing project to renovate and expand the Library's main building and approved the attached two documents to forward to the Trustees for their consideration.
- The meeting adjourned at 11 am.

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June 23, 2022

PRINCIPALS

Sharon Sharry
Library Director
The Jones Library, Inc.
43 Amity Street
Amherst, MA 01002

via email: sharrys@joneslibrary.org

**Subject: Jones Library, Amherst
Historic Tax Credit Consulting Services**

Dear Sharon:

Epsilon Associates, Inc. is pleased to submit this proposal for historic tax credit consulting services for the planned rehabilitation and expansion of the Jones Library (“the Project”) located at 43 Amity Street in Amherst, Massachusetts.

1.0 UNDERSTANDING OF THE PROJECT

Epsilon understands that the Project will include the substantial rehabilitation of the Library building, the removal of the 1993 rear addition and the construction of new rear addition for continued use as a library.

Constructed in 1928, the original Colonial Revival library was designed by Allen H. Cox of the Boston firm Putnam and Cox. The three-story stone building extends to a gambrel roof with dormer windows. The five-bay wide symmetrical façade is anchored by two stone chimneys and is capped by a wood cornice with modillion brick. In 1993, a two-story addition was constructed on the west and north elevations creating a square plan with a glazed atrium in the center of the building.

The library is located within the Amherst Central Business District (ACBD), which was listed in the National Register of Historic Places in 1991.

We understand the Trustee’s interest in pursuing state historic rehabilitation tax credits to assist in the financing of the Project. The following provides information about the state historic tax credit program, and our proposed scope of work for the preparation of the necessary historic tax credit applications.

Theodore A Barten, PE
Margaret B Briggs
Dale T Raczynski, PE
Cindy Schlessinger
Lester B Smith, Jr
Robert D O’Neal, CCM, INCE
Michael D Howard, PWS
Douglas J Kelleher
AJ Jablonowski, PE
Stephen H Slocomb, PE
David E Hewett, LEED AP
Dwight R Dunk, LPD
David C Klinch, PWS, PMP
Maria B Hartnett
Richard M Lampeter, INCE
Geoff Starsiak, LEED AP BD+C
Marc Bergeron, PWS, CWS

ASSOCIATES

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Massachusetts Historic Rehabilitation Tax Credit Program

The Massachusetts Historic Rehabilitation Tax Credit (MHRTC) program is available on a competitive basis for income-producing buildings which are determined a “qualified historic structure” by the Massachusetts Historical Commission (MHC), and which are substantially rehabilitated and determined a certified rehabilitation by the MHC. Under the MHRTC program, up to 20 percent of the total qualified rehabilitation expenditures is returned to the owner in the form of a dollar-per-dollar credit on state income taxes. Rehabilitation expenditures need to meet or exceed 25% of the adjusted basis of the property. Currently, each year \$55 million is available in tax credits through this competitive program.

The three-part MHRTC application, together with supporting documentation (project budget, pro forma, letters of support, etc.) and photographic documentation and project plans are submitted to the MHC to qualify for consideration in three application rounds with deadlines of January 15th, April 30th, and August 31st. Successful certification of the completed project by MHC and securing the subsequent tax benefits is dependent upon completed rehabilitation work that meets the Secretary of the Interior’s Standards for the Rehabilitation of Historic Properties (“the Standards”). Due to the competitive nature of the program, applications submitted in multiple rounds is typically required for projects to receive the full allocation of eligible credits.

2.0 SCOPE OF WORK

Task 1: Massachusetts Historic Rehabilitation Tax Credit Applications

Preparation of the Part 1 MHRTC Application

The three-part application process begins with an “initial certification” (Part 1) to determine if the structure meets the definition of a “qualified historic structure.” To be a qualified historic structure, the structure must be either individually listed in the National Register, contribute to a National Register district, or be determined eligible for listing in the National Register by the MHC.

As noted above, the building was listed in the National Register in 1991. A Part 1 MHRTC application will be required to certify that the building retains sufficient historic and architectural integrity to contribute to the ACBD. Epsilon will prepare a summary of the historic and architectural significance of the property, including a description of the condition, physical appearance, architectural style, materials, and any changes made since original construction. The Part 1 also requires a written description of the building in terms of its siting, scale, materials, construction, and construction date. Additional

information on the surrounding historic area will also be required for context. This task assumes one round of edits by the project team.

Epsilon will complete the Part 1 application form, obtain the signature of the owner of record, assemble three sets of the application, and provide one copy each for MHC and the client. Epsilon will retain a copy of the document in order to respond to questions from the MHC or the project team during the course of the project. The Part 1 application will be submitted concurrently with the Part 2 application.

Preparation of the Part 2 MHRTC Application

Epsilon will complete the “second certification” (Part 2) of the MHRTC application for the project. The Part 2 application requires a detailed description of the existing conditions and proposed rehabilitation/preservation work. In addition to the typical description of proposed work, the Part 2 requires detailed descriptions of preservation-related issues such as materials conservation, specialized treatments, and innovative solutions to preservation issues. Epsilon will assemble this information in coordination with the project architect.

The Part 2 application also requires the following additional information to be provided to Epsilon by the project team:

- Description of financial hardship;
- Description of the importance of state assistance for successful project completion;
- List of funding sources;
- List of Executive Orders and planning initiatives with which the project complies (e.g., Executive Orders 215 and 277) and description of how the project complies with these orders and initiatives;
- Letters of Support from local and state preservation organizations and government agencies;
- Evaluation of the overall condition of the property, including any known structural failures, water infiltration or deferred maintenance;
- Description of extent the project will transform the site that currently lacks beneficial or practical use; and
- Description of the economic impact the project will have on the surrounding community and the Commonwealth.

Epsilon will work with the proponent and the project architect to address the above required information. Epsilon will also use information previously gathered for similar projects to respond to these parts of the application.

A site visit will be conducted to photograph the building on the interior and exterior as well as the surrounding area. Access to all levels of the buildings is necessary to complete the photography.

Epsilon will consult with the proponent to determine which agencies, preservation organizations, and elected officials should be approached to solicit the letters of support requested as part of the application. Epsilon will request the letter of support from Preservation Massachusetts. We will work with the proponent in identifying other potential organizations and individuals for additional letters of support, including the Amherst Historic Commission, as well as local and state elected officials.

This task assumes one round of edits by the project team and one team meeting. If additional meetings or further coordination is required with these agencies/organizations, this work will be billed on a time and materials basis.

Epsilon will complete the multi-page Part 2 form, obtain the signature of the owner of record, assemble three sets of the application, and provide one copy each to MHC and the proponent. Epsilon will retain a copy of the application in order to respond to questions from the MHC during the course of the project.

MHRTC Resubmittals

It is anticipated that at least four rounds of applications will be required to reach the project's full 20% allocation of tax credits; however, this full 20% is not guaranteed. Reapplication of the project requires resubmission of revised Part 1 and Part 2 cover pages, updated letters of support, and an updated pro forma. Epsilon will obtain updated letters of support from the organizations listed above and will coordinate additional letters of support with the proponent. Epsilon will prepare three copies of the resubmitted applications, one for MHC, the proponent and Epsilon. For the purposes of this proposal, three resubmittals (following the initial Part 1 and Part 2 applications) is included in the cost estimate.

Preparation of the Part 3 MHRTC Application

Following completion of the Project, a Part 3 MHRTC application will be prepared to document the completed work. This task includes one site visit to photograph the building and preparation of three copies of the Part 3 application. Epsilon will prepare the necessary forms, obtain the signature of the owner of record and submit the application to the MHC.

ADDITIONAL SERVICES, if requested

Construction Period Oversight

On-site review of masonry repair and replacement, window replacement, interior rehabilitation, etc. typically require consultation with the owner, contractor, architect and Epsilon to ensure the work is being undertaken in a manner consistent with the approved Part 2 application and the Standards. Once a construction schedule has been established, Epsilon can develop a schedule and fee estimate for regular on-site inspections to review construction progress and to ensure work is being performed consistent with the Standards.

Part 2 MHRTC Amendments

If amendments are required to address any proposed changes to the project that differ from the Part 2 application, or if additional site visits or project meetings are required, these tasks will be billed on a time and materials basis. The level of effort to prepare Amendments varies depending on the nature of the proposed changes to the scope of work; however, for budgeting purposes, Amendments can be estimated at \$1,500 to \$3,000 per Amendment.

3.0 PROJECT STAFFING

Doug Kelleher, Principal and Manager, Historic Preservation Group. I have over 30 years of experience in historic preservation and historic tax credits. In addition to being a Principal of Epsilon, I manage the firm's team of historic preservation professionals. My previous experience includes nearly six years as a Preservation Planner with the MHC where I reviewed many tax credit applications. For the past 20 years I have been involved in the preparation of many historic tax credit applications for projects across the Commonwealth and New England.

Brielly McGlaufflin, Preservation Planner will assist in the preparation of the state and federal historic tax credit applications. Brielly has extensive experience in preparing state and federal historic tax credit applications and has a full understanding of the program requirements and agency expectations.

4.0 COST ESTIMATE

The total estimated cost for this scope of work is \$27,850. Actual costs will be invoiced monthly in accordance with Epsilon's 2022 Standard Consulting Rates and Terms (attached). The work will be undertaken in accordance with Epsilon's Standard Consulting

Agreement, a copy of which is attached and made a part of this agreement. The table below provides cost estimates for the proposed work:

Task	Cost
Task 1: Massachusetts Historic Rehabilitation Tax Credits	
Part 1 MHRTC application	\$3,500
Part 2 MHRTC application	\$12,500
Three (3) MHRTC Re-application (Parts 1 and 2 re-files)	\$3,600
Part 3 MHRTC application	\$5,500
Task 1 Total	\$25,100
Labor Subtotal	\$25,100
Other Direct Costs*	\$2,750
Total	\$27,850

Application Fees

Although the enacting legislation for the MHRTC program allows the MHC to collect an application fee, the MHC has opted to not require a fee at this time. In the event that the MHC requires an application fee, the fee will be paid directly by the proponent.

5.0 SCHEDULE

Epsilon will begin work on the Part 1 and Part 2 MHRTC applications immediately upon receipt of a written notice to proceed. It is anticipated that a drafts of the Part 1 and Part 2 MHRTC applications will be available for review within five to six weeks of receiving plans and access to the building.

Sharon Sharry
The Jones Library, Inc.
June 23, 2022

If this proposal is acceptable, please sign below and return an executed copy to my attention as authorization to proceed. If you have any questions, please do not hesitate to contact me at (978) 461-6259.

We look forward to working with you on this exciting project.

Sincerely,
EPSILON ASSOCIATES, INC



Douglas J. Kelleher
Principal

Accepted By:
THE JONES LIBRARY, INC.

Name

Title

Date

1. **Work to be Performed:** EPSILON ASSOCIATES (Epsilon) will perform the services set forth in the proposal, and such additional services as Epsilon and the Client may jointly agree in writing (collectively, the “Services”). The costs for such Services will be computed and invoiced monthly in accordance with Epsilon’s Standard Consulting Rates in effect at the time the Services are performed. If the Client fails to make payment when due, Epsilon may, upon seven days written notice to the Client, suspend performance of services under this Agreement.
2. **Changes:** Epsilon’s estimated cost and proposed schedule are based on Epsilon’s best judgment of the requirements known at the time of the proposal. Successful completion within cost and schedule limits can be influenced by changes in the scope of services and schedule as dictated by Client needs and by presently unforeseen circumstances. Epsilon will notify the Client in advance if schedule or cost is expected to exceed the estimate. In such event, the Client may wish to (i) authorize additional funds to complete the services as originally defined, (ii) redefine the scope of services in order to fit the remaining funds, or (iii) request that services be stopped at the specific expenditure level.
3. **Standard of Care:** Epsilon represents that it will perform its Services in accordance with the standards of care and diligence normally practiced by professional consulting firms performing Services of a similar nature in the same locale. It is understood that Epsilon makes no warranty, either expressed or implied, as to its findings, designs, recommendations, specifications, or professional advice or opinion.
4. **Independent Status:** Epsilon will serve as an independent consultant to Client and not its agent or employee. It is understood that Epsilon may retain subconsultants to perform specialized Services. Should it be determined appropriate or necessary to rely on a subconsultant for other purposes, Epsilon will obtain the written confirmation from Client.
5. **Assignment:** Client will not delegate, assign, or transfer any interest in this Agreement without the written consent of Epsilon.
6. **Delays:** Epsilon will perform its professional services in a manner consistent with sound professional practices. Epsilon is not responsible for delays caused by factors beyond its reasonable control, including but not limited to delays because of strikes, lockouts, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Epsilon’s services or work product promptly, or delays caused by faulty performance by the Client or its other consultants. When such delays beyond Epsilon’s reasonable control occur, the Client agrees Epsilon is not responsible for damages, nor shall Epsilon be deemed to be in default of this Agreement.
7. **Insurance:** During the period that services are performed under this Agreement, Epsilon will maintain the following insurance: (1) Workers Compensation coverage in accordance with the laws of the Commonwealth of Massachusetts; (2) Commercial General Liability with a limit of \$1,000,000 per occurrence and a \$2,000,000 general aggregate; (3) Non-owned and Hired Automobile Liability coverage with a combined single limit of \$1,000,000 and (4) Professional Liability coverage with a \$2,000,000 aggregate limit (claims made basis). Client agrees that Epsilon will not be liable for any loss, damage or liability arising out of this Agreement beyond the limits of available insurance coverage.

8. **Indemnification:** Client will indemnify and hold harmless Epsilon, its employees, officers, directors, and subconsultants from and against all claims and actions, including reasonable attorney fees, arising out of or related to damages or injuries to persons or property related or connected to acts of the Client or any of its employees, officers, directors, subconsultants or agents.
9. **Hazardous Substances/Hazardous Waste:** Client acknowledges that Epsilon has no responsibility as a generator, treater, storer, transporter, arranger, or disposer of hazardous or toxic substances that may be found or identified at the site; or that may be directly or indirectly generated by the Client or others; or that were on the site prior to Epsilon's Services provided in accordance with this Agreement.

Accordingly, the Client will indemnify and hold harmless Epsilon, its officers and employees from and against all claims and actions, including reasonable attorneys' fees, arising out of hazardous substances/hazardous waste issues related to this Agreement.

10. **Invoicing:** Project costs will be invoiced monthly in Epsilon Associates' standard format. Costs for sub-consultants, analytical laboratories, travel, equipment rentals, offset printing, large format plots, color printing, large volume report production, couriers, overnight delivery and other necessary project expenses will be billed at actual cost plus 10%. A communications charge equal to 3% of labor billings will be added to each invoice to cover the costs of routine copying, postage, telephone charges, and normal supplies. Terms are net 30 days from the date of invoice issuance. An interest charge of 12% per annum will be added to all delinquent bills. For delinquent accounts, no complete or partial work product will be released to the client or submitted to regulatory agencies on the client's behalf. Further, Epsilon reserves the right to stop work on any delinquent account; subject to written or electronic notice and a three-day grace period. Epsilon will have no liability to the client for any direct or indirect damages which may result from the work stoppage.
11. **Termination:** Either party may terminate the Services with or without cause upon 10 days' advance written notice. Irrespective of which party shall effect termination, the Client shall within 30 calendar days of termination, pay Epsilon for services rendered and all costs incurred up to the time of termination, as well as those costs associated with the termination itself, in accordance with Epsilon's then-prevailing Standard Consulting Rates.
12. **Disputes:** Excepting legal actions brought by Epsilon to collect overdue payments, any and all controversy or claim arising out of or related to this Agreement, or breach thereof, not settled directly by the parties, shall be settled by binding arbitration in accordance with the then-current commercial arbitration rules of the American Arbitration Association. Client and Epsilon will each bear its own costs of the arbitration proceeding including attorney fees.
13. **Ownership of Documents:** Client acknowledges that Epsilon's reports, field data, field notes, calculations, estimates, and other similar documents ("Records") are instruments of professional service, not products. Epsilon shall retain for its professional use a copy of all data generated, prepared, or furnished to Client. Epsilon will retain these Records for a period of 3 years following completion of services. During this time, Epsilon will reasonably make available the Records to the Client. Epsilon may charge a reasonable fee for retrieving, and/or copying such Records.

Client will not use any of Epsilon's data, documents, or reports for any purpose other than its original purpose as defined by the Agreement. Client has no rights to incomplete or partial data.

- 14. Reuse of Project Documents:** All documentation furnished to the Client is intended for the benefit of the Client and is not intended or represented to be suitable for reuse by the Client or others. Any reuse without the specific written consent of Epsilon will be at user's sole risk and without liability and legal exposure to Epsilon. Client agrees to indemnify and hold Epsilon harmless from any and all liabilities, losses, costs, or expenses suffered by Epsilon in connection with Client's unauthorized reuse of project documents.
- 15. Entire Agreement, Modifications, Headings, Severability:** The parties acknowledge that this Agreement constitutes the entire Agreement between them and supersedes all prior representations, agreements, and understandings, whether verbal or written, between the parties with respect to its subject matter. If any element of this Agreement is later held to violate the law or a regulation, or whose insurability cannot be confirmed by Epsilon, it shall be deemed void, and all remaining provisions shall continue in force. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.
- 16. Solicitation and Hiring Restrictions:** Unless otherwise agreed by Epsilon, Client, during the period in which Epsilon provides services to the Client and for one (1) year thereafter (the "Non-Solicitation Period") will not solicit for hire or hire any individual serving as a director, officer, employee, company, contractor or agent of Epsilon during the Non-Solicitation Period. Client also agrees that, during the Non-Solicitation Period, it shall not encourage any person to terminate his or her employment, contracting or consulting relationship with Epsilon. The Client acknowledges and recognizes that the conduct prohibited by this section is narrow and reasonable in relation to the protection of the Epsilon's legitimate business interests and confidential and proprietary business information, some of which will be shared with the Client with the understanding that such information must be maintained in confidence. The Client further acknowledges that the time period of the provisions of this section is reasonable, legitimate and fair to the Client in light of Epsilon's interests.

Charges for services performed by EPSILON ASSOCIATES, Inc. will be billed at the hourly rates in effect at the time the services are performed. Standard consulting rates for 2022 are listed below:

Managing Principal	\$285 per hour
Principal	\$270 per hour
Associate I, Senior Consultant I	\$250 per hour
Associate II, Senior Consultant II	\$235 per hour
Associate III, Senior Consultant III	\$220 per hour
Senior Consultant IV; Senior Engineer, Scientist, Planner I	\$210 per hour
Senior Engineer, Scientist, or Planner II	\$200 per hour
Senior Engineer, Scientist, or Planner III	\$185 per hour
Senior Engineer, Scientist or Planner IV, Project Engineer, Scientist, or Planner I	\$175 per hour
Project Engineer, Scientist or Planner II	\$165 per hour
Project Engineer, Scientist or Planner III	\$150 per hour
Project Engineer, Scientist, or Planner IV, Staff Engineer, Scientist or Planner I,	\$140 per hour
Staff Engineer, Scientist, or Planner II, Admin I	\$130 per hour
Staff Engineer, Scientist, or Planner III, Admin II	\$110 per hour
Admin III	\$90 per hour
Admin IV	\$75 per hour
Admin V	\$55 per hour

Expert testimony which is required as part of a broader consulting assignment will be billed at standard rates. Assignments which are essentially limited in scope to expert testimony and the attendant preparation, will be billed at 150% of the standard rates.

Expenses

- ♦ Costs for sub-consultants, analytical laboratories, travel, equipment rentals, offset printing, large format plots, color printing, large volume report production, couriers, overnight delivery and other necessary project expenses will be billed at actual cost plus 10%.
- ♦ A communications charge equal to 3% of labor billings will be added to each invoice to cover the costs of routine copying, postage, telephone charges, and normal supplies.

Invoicing

- ♦ Project costs will be invoiced monthly in Epsilon Associates' standard format. Terms are net 30 days from the date of invoice issuance. An interest charge of 12% per annum will be added to all delinquent bills. For delinquent accounts, no complete or partial work product will be released to the client or submitted to regulatory agencies on the client's behalf. Further, Epsilon reserves the right to stop work on any delinquent account; subject to written or electronic notice and a three day grace period. Epsilon will have no liability to the client for any direct or indirect damages which may result from the work stoppage.