

JONES LIBRARY

NORTH AMHERST LIBRARY • MUNSON MEMORIAL LIBRARY

NOTICE OF MEETING

Inhabitants of the Town of Amherst:
You are hereby notified that there will be a meeting of:

Public Body: The Jones Library, Inc. Buildings and Facilities Committee

Date: Thursday, June 28, 2022

Time: 9-10am

Location: Zoom Webinar

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

You are invited to a Zoom webinar.

When: Jul 28, 2022 09:00 AM Eastern Time (US and Canada)

Topic: The Jones Library, Inc. Buildings and Facilities Committee Meeting

Please click the link below to join the webinar:

<https://amherstma.zoom.us/j/89242660736>

Or One tap mobile :

US: +13017158592,,89242660736# or +13126266799,,89242660736#

Or Telephone:

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

US: +1 301 715 8592 or +1 312 626 6799 or +1 646 876 9923 or +1 646 931 3860 or +1 386 347 5053 or +1 408 638 0968 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 892 4266 0736

International numbers available: <https://amherstma.zoom.us/j/89242660736>

Meeting Agenda

- I. Call to Order (Welcome, Alex, Farah, George, and Sharon!)
- II. **Minutes (6-21-22) ***
- III. Public Comment
- IV. **CPA Agreement ***
- V. North Amherst Library Building Project Update
- VI. Adjourn

*** 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 reasonably anticipated by the Chair 48 hours in advance of the meeting.*

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

Red indicates vote required.

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Meeting of the Jones Library, Inc. Buildings and Facilities Committee
June 21, 2022 9:00 a.m. meeting conducted via Zoom webinar

Members Present: Alex Lefebvre, Farah Ameen, and George Hicks-Richards
Also Present: Sharon Sharry and members of the public (two attendees)

I. Meeting called to order at 9:01 a.m.

II. Minutes

- **MOTION:** To approve the minutes of March 15, 2022. Approved 3-0-0.
- **MOTION:** To approve the minutes of May 24, 2022. Approved 3-0-0.

III. Public Comment - None

IV. North Amherst Library Building Project Update

- Thank you to Cinda Jones and the Mill District for donating to the town, a space for the Library in the Mill District at 81 Cowles Rd. We will be closing the NAL to the public at the close of business on Saturday, the 25th. Staff will be packing up the library for the move. Also, a thank you to DPW who are helping to move the boxes and some of furniture. After the 1st of July, the new space is expected to be ready. The date is not definite yet, but an anticipated date. Once boxes are packed, we will leave them in new space until we receive shelving for materials. DPW is ordering shelving and we are not sure yet the number of shelves they will be able to secure. What they secure will dictate how much can be unpacked versus what will need to be put in storage.
- The technology, internet, etc. will not be installed until after July 11 when Dr. Hank comes back from vacation. The town IT department is getting phones up and ready after July 1st Not sure yet when we will reopen to the public because the timing depends on when all comes into place.
- George has been working on the floorplan for the space and staff is working on the details of interlibrary loan and holds items that need to be dealt with during the 2–3-week period while closed. Deciding where public will go to pick up items, etc. NAL staff in charge of storing any parts of collection if they need to be stored.
- The Library will be responsible for cleaning and stocking the bathroom and paying for the utilities in the new space.
- Petra Pendroff, our new Head of Branch Services will be starting on July 11.
- George is working on getting Hank into the new space so he can get a look and be prepared for what is there and see the possibilities for setting things up after he returns from vacation. In process of collecting boxes. Working on clearing out the basement and labeling things that are going to the new location versus to Jones. Cyndi left both branches in a good spot.
- How many people will be in the new space? Just under 900 square feet. Not much bigger than current space but because it is a rectangle it is more efficient space. 2 people will be staffing.
- Utilities – don't know cost yet, hoping more efficient and therefore less expensive, because it is a brand-new building. If lower cost, it will offset new costs of supplying the bathroom. Not sure how long we will be in the space. Originally thought 3-6 months and the latest is 10-12 months.
- Hours will stay the same as they are in the current building – most of the staff have second jobs which partially dictates the hours.
 - M, W from 3:30 – 7:30
 - T, H, Saturday 10-2
- Volunteers
 - Asked about the possibility of expanded hours through use of volunteers – can't expand hours using volunteers. Hours in place are those that work for the staff. Expanding the hours, training volunteers, confidentiality of patron records can't be left to volunteers. Would always need to have at least one staff member and one volunteer. Staff members have second jobs.

AMHERST, MASSACHUSETTS
COMMUNITY PRESERVATION ACT
GRANT AGREEMENT FOR

The Trustees of the Samuel Minot Jones Memorial Library

This GRANT AGREEMENT is made on this _____ day of _____, 2022, by and between the **Town of Amherst** (the "Town"), a Massachusetts municipal corporation acting by and through the Town Manager, having its usual place of business at Amherst Town Hall, 4 Boltwood Avenue, Amherst, MA 01002, and the **Trustees of the Samuel Minot Jones Memorial Library** (the "Grantee"), having an address of 43 Amity Street, Amherst, MA 01002.

WITNESSETH:

WHEREAS, the Grantee is the owner of real property located at 43 Amity Street in the Town of Amherst, Hampshire County, Massachusetts, more particularly described on the following five Grantor's deeds recorded with the Hampshire County Registry of Deeds: 1) dated July 28, 1925 and recorded with Book 817, Page 82; 2) dated July 28, 1925 and recorded with Book 817, Page 97; 3) dated October 6, 1925 and recorded with Book 819, Page 309; 4) dated October 14, 1925 and recorded in Land Court with Book 1, Page 309 (noted on Certificate of Title No. 82 and shown as Parcel C on Land Court plan in Book 1, Page 77); 5) dated February 25, 1927 and recorded with Book 833, Page 138, and in Exhibit A, as depicted in Exhibit B, the Existing Conditions Survey Plan of Land Located in Amherst, Massachusetts (Hampshire County) prepared by The Berkshire Design Group Inc., dated September 8, 2016, a copy of which is attached hereto and incorporated herein as Exhibit B (hereinafter referred to as the "Property"), which Property is improved by a Building originally constructed in 1927-28 known as the Samuel Minot Jones Memorial Library (hereinafter the "Building"); and

WHEREAS, the Grantee is amenable to entering into this Agreement for the Building and Property on which the Building is located; and

WHEREAS, the Amherst Community Preservation Committee (the "CPC") invited submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, G.L. c. 44B (the "Act"); and

WHEREAS, the Grantee submitted a proposal in response thereto (the "Proposal"), and the CPC reviewed and approved the Proposal and recommended that Town Council vote to appropriate from the Community Preservation Fund the sum of \$1,000,000 to be used to rehabilitate a part of the Building in order to make it functional for its intended use of preserving the holdings of the Library's Special Collections/Archives (the "Project"); and

WHEREAS, the Amherst Town Council thereafter appropriated the funds recommended by the CPC for the Project and the Town is authorized to enter into a grant agreement with the Grantee for the purposes set forth in the Proposal;

NOW THEREFORE, the Town and the Grantee agree as follows:

1. Funding. As described in the Appropriation and Borrowing Authorization Order FY22-08A, **“An Order Appropriating and Authorizing Debt for the Special Collections Facility of the Jones Library under Historic Preservation”** and approved by the Town Council on April 5, 2021, the Town shall grant solely to the Grantee the sum of \$1,000,000 (the “Funds” or the “Grant Amount”) on the condition that the Grantee shall use the Funds only for the purposes of the Project, as set forth more particularly in the Proposal and documents attached thereto, and in accordance with the terms of this Grant Agreement.
2. Conditions.
 - a) Work on the Project must commence within one (1) year from the first date of the fiscal year following the Town Council vote to appropriate funds for the Project (the “Commencement Date”), unless extended by the Town. All work must be done within three (3) years from the Commencement Date, unless extended by the Town.
 - b) Excess or unused Funds will be returned to the Community Preservation General Fund if the Project has not begun or the Project has not been completed as provided for in Section 2(a).
 - c) The Grantee shall undertake the Project in accordance with “The Secretary of the Interior’s Standards for the Treatment of Historic Properties” (36 CFR 67 and 68), as these may be amended from time to time (the “Secretary’s Standards”)
 - d) The Grantee shall provide the Historical Commission with all final plans and reports from the Project.
 - e) The Grantee shall grant the Town a restriction to preserve the Building as restored or preserved by the use of the Funds.
3. Contact. The Grantee shall identify in writing a contact person responsible for administration of the Project and a second person, authorized to act if the contact person is unavailable.
4. Budget/Other Sources of Funding. Prior to the commencement of any work, the Grantee shall submit a complete budget for the Project, including all final bids that account for the expenditure of all Funds awarded under this Grant Agreement, and all other sources of funding, if necessary, to complete the Project as described herein. Reimbursement for funds spent will not commence unless sufficient sources of funding have been secured to complete the Project and the Project budget has been approved by the Town. If the Town determines

that funds have been spent on goods and/or services not included in the Project budget or otherwise not authorized under the Act, reimbursement may not be authorized.

5. Liability of the Town. The Town's liability hereunder shall be to make the payment specified in Section 1 of this Grant Agreement, provided that the conditions set forth in Sections 2 and 10 are followed, and the Town shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Grant Agreement.
6. Indemnification. The Grantee shall indemnify, defend, and hold the Town and its departments, officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or relating to the Grantee's performance of the Project, the condition of the Property, or the negligence or misconduct of the Grantee or the Grantee's agents or employees.
7. Reports; Inspection. The Grantee shall provide the Town with progress reports semi-annually (every six (6) months) intervals beginning thirty (30) days from the date this Grant Agreement is signed, for so long as the Funds remain unexpended, and with final notification within thirty (30) days after the completion of the Project. The Town reserves the right to require supplementary information from the Grantee. The Town shall have the right, upon reasonable prior notice, which may be oral notice, to inspect the work of the Grantee, including the right to enter the Property and the Building.
8. Public Records; Contract Documents. All documents relating to the Project, including, but not limited to, historic research, photographs, videos, etc., submitted to the CPC or the Town shall become the property of the Town and shall be available for use by the Town and available by the public under the Massachusetts Public Records Law. This Grant Agreement, the Proposal, and all documents attached thereto, are referred to herein as the "Contract Documents" and are incorporated herein. The Contract Documents constitute the entire agreement between the parties concerning the Project.
9. Project Application. The Grantee's Project application shall be subject to such reasonable conditions as the Town may impose upon the award of the grant, which shall be attached to and be a part of the Proposal. The Town reserves the right to review all final plans and the reasonableness of the scope of work items to be taken to accomplish the stated Project goals.
10. Record Keeping. The Grantee agrees to keep, for a period of seven (7) years after the Project is completed, such records with respect to the utilization and the proceeds of this Grant Agreement as are kept in the normal course of business and such additional records as may be required by the Town. The Grantee further agrees to make these records available to the Town upon request.

11. Payments. The Town shall disburse the Grant Amount during the Project, which disbursements shall be apportioned based on the work done and made no more than once a month and paid only upon the presentment of detailed invoices from the Grantee or the Grantee's contractor listing in detail the work performed and the cost thereof. The Town shall have the right to ask for supplementary information, including documentation from the contractor, confirming the extent of the work performed. Prior to any payment, the Town shall have the right to enter the Property, including the Building, to inspect the work. No payment shall be made until the Town reasonably determines that the work has been done in a good and workmanlike manner and substantially in compliance with the Contract Documents. The Grantee shall use the Grant Amount only for the purpose of the Project, as described in the Contract Documents. The entire cost of constructing the Project in excess of the Grant Amount shall be paid by Grantee. Notwithstanding anything herein to the contrary, if the actual total cost of the Project is less than the Grant Amount (the difference between the two amounts referred to hereinafter as the "Excess"), the Town shall have no obligation to pay the Excess.
12. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Grantee shall not assign, subcontract or otherwise transfer this Grant Agreement, in whole or in part, without the prior written consent of the Town.
13. Termination. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement, as determined by the Town, and such failure is not cured within forty-five (45) days after the Town has given written notice to the Grantee specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to the Grantee. Upon receipt of said termination notice, the Grantee shall cease to incur additional expenses in connection with this Grant Agreement. Upon termination, the Town shall be free to pursue any rights or remedies provided within this Grant Agreement, including without limitation, recapture of Funds as set forth in Section 14 below. Upon the expiration or earlier termination of this Grant Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 5, 6, 10, 13, 14, and 19 shall survive said expiration or earlier termination.
14. Return of Funds. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement and this Grant Agreement is terminated pursuant to Section 13, any Funds granted to the Grantee under this Grant Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof. If the Grantee fails to fulfill its obligations under the terms of this Grant Agreement as a result of negligent or intentional acts or omissions of the Grantee or its agents, employees, contractors or invitees, the Grantee shall be liable to repay to the Town the entire amount of the Funds provided under this Grant Agreement, and the Town may take such steps as are necessary, including legal action, to recover such funds. Any Funds so returned or recovered shall be placed in the Town's Community Preservation Fund. In the event that the Town takes legal action

under this Grant Agreement, the Grantee shall pay any and all costs, including reasonable attorneys' fees, expended for the enforcement of this Grant Agreement.

15. Compliance with Laws. The Grantee shall comply with all federal, state and local laws, rules, regulations and orders applicable to the Project, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required in connection with the Project. No local permit or license is waived by the award of this grant.
16. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. Community Preservation Act Awareness. Upon completion of the Project, the Grantee agrees to post, at a location mutually acceptable by the parties, a permanent sign stating that the rehabilitation of the house was funded through the Community Preservation Fund program. The Grantee shall also identify that the Project was funded by the Town of Amherst in its written materials about the Project, including press releases, brochures, and similar materials.
18. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
19. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year first written above.

JONES LIBRARY, INC.

By: _____
Name: Austin Sarat
Title: President

By: _____
Name: Robert Pam
Title: Treasurer

TOWN OF AMHERST

By: _____
Name: Paul Bockelman
Title: Town Manager

- Will the new Head of Branch Services change our ability to expand hours with the use of volunteers? The Head of Branch Services is not a position that is 'working' the desk. Instead, they oversee both branches and move between all 3 buildings.
- Asked if there are liability issues in terms of needing to have town staff operate the library versus volunteers? There was a request if we could pay volunteers a \$1/hour to put people on town payroll – town can't pay less than minimum wage so can't hire people for \$1/hour.
- Have volunteers offered to help expand the hours at current branch? No.
- Would need to be a large chunk of money donated to hire staff at town rates.
- Have discussed that we would love to have volunteers helping to expand programming, social media, etc.
- Also, we always need to be looking at equality between NAL and Munson. What we do in the north impact what we do in the south.
- Expressed appreciation for the offers to volunteer and is a conversation to keep open as the new Head of Branch Services starts. Longer hours are always a request from patrons, and we should not close any doors to the possibility of expanding hours if possible.
- Expressed appreciation to library staff for their flexibility and responsiveness to a changing timeline and the uncertainty that has been and will continue to be part of the building expansion in the north.

V. Meeting adjourned at 9:20 a.m.

Respectfully submitted by Alex Lefebvre

DRAFT