

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: Tuesday, August 23, 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: Aug 23, 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/81461311659>

Or One tap mobile :

US: +13126266799,,81461311659# or +16468769923,,81461311659#

Or Telephone:

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

US: +1 312 626 6799 or +1 646 876 9923 or +1 646 931 3860 or +1 301 715 8592 or +1 253 215 8782 or +1 346 248 7799 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

Webinar ID: 814 6131 1659

International numbers available: <https://amherstma.zoom.us/j/81461311659>

Meeting Agenda

- I. Call to Order (Welcome, Alex, Farah, George, and Sharon!)
- II. **Minutes (7-28-22) ***
- III. Public Comment
- IV. **CPA Agreement ***
- V. North Amherst Library Building Project Update
- VI. Adjourn

Next Meeting: Tuesday, September 20, 2022; 9am; Zoom

*** 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
July 28, 2022 9:00 a.m. meeting conducted via Zoom webinar**

Members Present: Alex Lefebvre, Farah Ameen, and George Hicks-Richards
Also Present: Sharon Sharry, Nate Malloy, and members of the public (2 attendees)

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

II. **MOTION:** To approve the minutes of June 21, 2022. Approved 3-0-0.

III. Public Comment - None

IV. CPA Agreement

- We received a 'standard' CPA agreement for the funding for Special Collections but given the nature of the structure of the project; invoices approved by Town Committee and paid by Town Financial Director and existing MOU between Trustees and Town to pay the funds to Town, it seems like we may need something different than the standard agreement.
- Nate – it is a standard CPA agreement. May not be representative of actual situation. Typically, would ask for a schedule of values but it could be that OPM provides a cover letter or memo with payment requests that have been spent on Special Collections. Someone from project side stating work has been done and would want someone from the library that has confirmed the work and then should be sufficient to process.
- We need a document to encumber the funds. Have an MOU already in place with the Town and already have historic preservation restriction. Nate will go back to Sean Mangano and Sonia Aldrich to see what type of document makes the most sense for this specific project. Also trying to accomplish the Library request for something in writing that is signed by the town that funds are available or committed to be used in application of other grants.

V. North Amherst Library Building Project Update

- Everything is out of the Montague Rd property and in temporary space or storage. The IT has been mostly set up. Should have phones by the end of the week. Received some shelving yesterday and it will be assembled today. It may or may not be enough shelving but the library will open either way. If it is not enough shelving than items that don't fit will be put into storage. The staff is scheduled to arrive tomorrow and will start shelving books.
- Two open items before opening are signage and positioning the book drop outside of the space. Still waiting for confirmation that the site plan changes filed with town have been approved. Arthur at Cowles is handling that piece.
- Asked about volunteers who are hoping to help with programming and how much time the staff needs to settle into new space before taking on volunteers – The new Branch head started two weeks ago so not quite sure on the timing yet but they will make announcements when they are ready.

VI. Topics Not Anticipated by the Chair

- Leak in special collections again. One of the units froze and leaked. No water in special collections. Tech was out yesterday to fix things. Seems okay and watching it daily. Believe it is the one unit they we have not replaced parts yet.
- Temporary locations status for building project – we received some ideas but they are still being analyzed by the OPM. Still looking for more possibilities. Office space or spaces to put the books.

VII. Meeting adjourned at 9:26 a.m.

Respectfully submitted by Alex Lefebvre

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 **by January 1, 2024** (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 Preservation Restriction entered into on March 16, 2022 by the Town and Grantee satisfies the condition that 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

Deleted: within one (1) year from the first date of the fiscal year following the Town Council vote to appropriate funds for the Project

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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. ~~Grantor shall indemnify, hold harmless and defend at its own cost and expense under and up to the limits of their insurance coverage. Grantee, its agents, directors and employees, and/or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person on or about the Property; physical damage to the Property; or other injury or damage occurring on or about the Property, except to the extent to which such injury or damage is caused by Grantee or agent, employee, contractor and/or representative of Grantee.~~
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

Deleted: 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.

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. 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.

Deleted: The entire cost of constructing the Project in excess of the Grant Amount shall be paid by Grantee.

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 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.

Deleted: 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.

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.

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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.

Deleted: ~~<#>~~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.¶
<#>¶

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