

**Meeting of the Jones Library, Inc., and the Town Libraries' Board of Trustees**  
**October 12, 2022 5:00 p.m. meeting conducted via Zoom webinar**

Members Present: Austin Sarat, Lee Edwards, Farah Ameen, Alex Lefebvre, Tamson Ely, and Bob Pam  
Also Present: Sharon Sharry, and members of the public (6 attendees)

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1. Meeting called to order at 5:01 p.m.

2. Public Comment

Ken Rosenthal – asked to find a copy of the MOU to be discussed today. Document was not received in time to include in posted packet. Will be screen shared as part of the meeting.

MOA screen shared and then scrolled through to give everyone an opportunity to read.

Checked in with public to make sure everyone was able to read the document. Affirmed that it was.

3. Memorandum of Agreement Bridge Agreement

**MOTION:** To approve the MOA shared during meeting. (*Approved 6-0*)

Have been working with Town Manager and Finance Director on the document. Have worked cooperatively to come to a mutual understanding. Salient features – recognition that any funds library would expend if project does not go forward at the BID phase would be devoted to Library projects. Indicates we will work with the Town to develop a plan should the renovation and addition plan not go forward. Recitals in agreement that are ‘reminders’ that ultimately the Town will make the decision if we move beyond the bid phase. Indicated in the MOA what the town might be looking for in order to proceed.

Believe current document is an improvement over the original. Question about the payment made by MBLC to town, what happens to that money that must be returned with MBLC. Is that included in this document?

This MOA just covers the \$1.8M to proceed and what happens if we don't proceed with the project, not the MBLC payment received by the town.

6<sup>th</sup> Whereas clause that starts with “whereas parties agree’ states that we will address the urgent repairs using the \$1.8M in the 3 years. Much of the work that needs to be done will require substantially more than that amount – we can commit but only works if Town agrees to pay for the cost of additional work. Do we need language that the town affirms their commitment.

Pointed out that the language states ‘the parties will address’ meaning a joint commitment of which the library is committing \$1.8M. So, if costs are say \$5M, the library is committing to only \$1.8M and the town will need to address the balance.

Believe a section needs to be added to address the Library Donations that have been sent to the town and that such funds will be returned if the project does not proceed.

Section 3 of the original agreement states that any dollars contributed may not be put into our Endowment.

**MOTION:** To amend the MOA to include a Section 4 stating that the Town shall return to the library all funds received by the town treasurer from the library pursuant to Section 3 entitled fundraising deposit to the MOA and that such funds may be used for any purpose by the library.

Discussion that it has been the expressed intent of the town to return those funds. Do not want to delay getting this agreement signed any further. Would there be agreement to request a letter from the town confirming this understanding or a second amendment could be requested so as to not delay this agreement further?

Consensus expressed that a letter would suffice.

*(Not Approved 1-5, No –Ameen, Edwards, Ely, Lefebvre, Sarat)*

Some editorial comments to the MOA

Whereas – add wording “of”

3- ending parenthesis needs to be dropped

Now therefore 2<sup>nd</sup> paragraph – do we need to clarify B&F committee will represent the Library with respect to a repair option? Do not feel this is necessary as it is the Library’s decision who will represent the library in these discussions.

Expressed gratitude for work of Town and Library Director on working cooperatively toward an agreement.

Asked Library Director to request a letter indicating that should the project not proceed that the Library Fundraising Donations will be returned to the Development Committee/Library, as appropriate.

4. Meeting adjourned at 5:31 p.m.

Respectfully submitted by Alex Lefebvre