

Town of Hinsdale

39 South Street
Hinsdale, MA 01235

Select Board
413-655-2300, x345
select.board@hinsdalemass.gov

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (the "Document") made as of this 9th day of June, 2021 (the "Execution Date"),

BETWEEN:

Town of Hinsdale of 39 South Street, Hinsdale, MA 01235, USA,
Trustees of the Hinsdale Public Library of Maple Street, Hinsdale, MA 01235
Select Board of the Town of Hinsdale of 39 South Street, Hinsdale, MA 01235, USA

(individually the "Party" and collectively the "Parties")

BACKGROUND:

This Document will establish the basic terms to be used in a future agreement between the Parties. The terms contained in this Document are not comprehensive and it is expected that additional terms may be added, and existing terms may be changed or deleted. The basic terms are as follows:

Non-Binding

This Document does not create a binding agreement between the Parties and will not be enforceable. Only the future agreement, duly executed by the Parties, will be enforceable. The terms and conditions of the future agreement will supersede any terms and conditions contained in this Document. The Parties are not prevented from entering into negotiations with third parties with regard to the subject matter of this Document.

Transaction Description

The subject of this transaction is described as follows:

This memorandum documents and details the on-going relationship between the Town (hereinafter, the "Town") and the Hinsdale Public Library (hereinafter, the "Library"). The Library By-Laws are included in their entirety as several of said by-laws describe interactions with the Town. (See by-laws 1, 10-13.)

Closing Date

3. The transaction will be completed on or about the last day of May, 2021 (the "Closing Date"). All obligations as indicated in the future agreement will be completed and met by the Closing Date.

Representations

4. The Parties represent and warrant that their respective assets, real property or personal property, which constitutes any or all of this proposed transaction, are free and clear of any liens, charges, encumbrances or rights of others. If the representations of one or more of the Parties are untrue upon the Closing Date, then any remaining Parties may terminate any future agreement without penalty and any deposits must be refunded.

Public Library Association of Hinsdale By-laws and Considerations

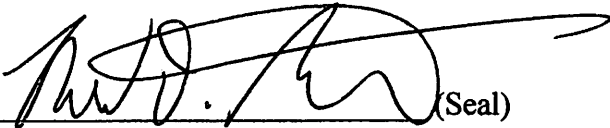
This document was approved by 2/3 or more of the Trustees on May 4, 2021, amended May 10, 2021 and replaces previous by-laws documents. Adopted May 5, 2021 revised and accepted by phone May 10, 2021.

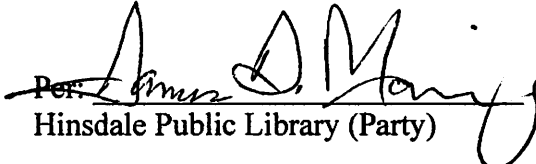
1. The Board of Trustees shall consist of a total of nine (9) members, three (3) appointed by the Town to serve for one year and appointment can be renewed by the Town with other annual appointment renewals. Residency in Hinsdale is required for Town-appointed trustees. Six (6) members are appointed by the Board of Trustees, appointment requires Select Board approval, without limit of term.
2. The Hinsdale Public Library is open to all residents of Massachusetts and visitors.
3. If a Trustee board position opens because of resignation or death, the opening will be filled by the Board of Trustees. A trustee, with long service on the board, who wishes to resign because of health or inability to attend regular meetings may be considered for of an *exofficio trustee* position which has no voting rights but does allow board to benefit from individual historical knowledge. There is to be a maximum of 2 *exofficio trustee* positions.
4. The officers of the Board of Trustees shall consist of a President, Secretary and Treasurer who shall be chosen annually by the trustees from their own numbers and hold their office until others are chosen for their place. The trustees shall also appoint a Librarian annually.
5. The Board of Trustees will meet monthly or as needed on the first Tuesday of each month.
6. There shall be an annual meeting of the Board of Trustees on the first Tuesday in May of each year at which meeting the Treasurer and Librarian shall make a full report of the year's proceedings and the present condition of these respective departments. Any other business may be transacted which shall properly come before said meeting.
7. All meetings of the Board of Trustees shall be called by the Secretary who shall send a written notice or email to each trustee and officer at least seven days before said meeting.
8. The by-laws may be changed or others added by a 2/3 vote of the Association with concurrence of two thirds of the trustees.
9. The library building and property are owned by the Board of Trustees and with that ownership the trustees are responsible for costs related to "capital" repairs and improvements. Such capital items could include, but are not limited to: heating system, roof, lighting, electrical, furniture, floor covering and structural repairs. Payments for such costs will be from funds received from grants, State Library Aid, and public donations.
10. The Board of Trustees is required to comply with Town and State policies and practices such as how job openings are posted and filled, State minimum wage requirements, etc.
11. The Secretary is required to post all meeting agendas for public notice a minimum of 48 work day hours on Town Hall bulletin board and Town website. A copy of meeting minutes will be forwarded to the Select Board Administrative Assistant to be forwarded to the Town Clerk and the Town website
12. Keeping the Town Administrator and Select Board Chair up to date of all activities at the library will be the responsibility of the Library Board Chair and Librarian.
13. The trustees are responsible annually to present to the Finance Committee and Select Board for approval the projected cost for operation, i.e., accounts for Librarian Salary, Library Staff wages, and General Expenses

Town of Hinsdale Responsibilities

1. The Town is responsible for library costs related to operations, i.e., wages, electricity, heating fuel, books, magazines, subscriptions, ground care (mowing, leaves and snow removal).
2. The Town will maintain a revolving account for funds received from State for Library Aid; these funds to be used by trustees for "capital" repair and improvements.

This Document accurately reflects the understanding between the Parties, signed on this 9th day of June, 2021.

Per:  (Seal)
Town of Hinsdale (Party)

Per:  (Seal)
Hinsdale Public Library (Party)