

- PUBLIC MEETING -
Rockport Select Board

Tuesday, April 16, 2019 – 6:00 p.m. - GCPR
Streamed at <https://livestream.com/Rockportmaine>

AGENDA

I. Call Meeting to Order

Please either turn off your cell phones and other electronic devices or set them to mute while in this meeting room or the hallways. If you need to take or make a phone call, please step outdoors.

II. Discuss and approve Memorandum of Understanding with the Rockport Library Foundation

III. Vote to accept donations from the Rockport Library Foundation

IV. Adjournment

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between the Town of Rockport ("Town") and the Rockport Library Foundation ("Foundation"), to reflect the understanding between the parties concerning disbursement of funds for the building of the new Rockport Library.

RECITALS

1. The Foundation was established in June 2018 for the purpose of raising money to help pay for the cost of the new Rockport Library. As the Foundation's Bylaws state: "Funds raised by the Rockport Library Foundation shall be primarily used to support the construction of the Library buildings and grounds, with such funds donated to the Town of Rockport for expenditure on construction invoices." The Bylaws do not provide the procedures by which the Foundation is to donate its funds to the Town.
2. In an election held on November 6, 2018, a majority of Town voters approved the use of \$1.5 million, to be funded by general obligation bonds, for "the design, site preparation construction and equipping of a new library building." ("the Project"). In this same vote, the Town Select Board was authorized to issue these bonds if the Select Board made "a finding that sufficient grants, donations and/or donation commitments have been made in order to move forward with the Project."
3. At a meeting on February 11, 2019, the Select Board reviewed a cash flow analysis for the Project and determined that sufficient grants, donations and/or donation commitments had been made in order to move forward with the Project and approved the issuance of such general obligation funds.
4. The Town has begun incurring costs related to the Project. The parties agree that it would be beneficial to set forth their mutual understanding as to the procedures the parties will follow for the Foundation's donation of funds to the Town for Project costs.
5. For the purposes of this understanding, the "project costs" include all costs for the design, site preparation, construction and equipping of a new library building at 1 Limerock Street including, civil engineering and landscape design for the building site, the construction of the building on the site all interior and exterior finishes on the building, as well as all furnishings and equipment inside and outside of the building.
6. 6. For the purposes of this understanding, the "project costs" exclude building demolition, preliminary site stabilization, and any work more than 10 feet from the building foundation, entry ways, stairs, and handicapped parking. Examples of these exclusions include, but may not be limited to, stream stabilization, sidewalk construction, intersection improvements, street reconstruction and improvements, parking, and improvements to the park.

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STATEMENT OF UNDERSTANDING

7. The Town may submit to the Foundation such construction invoices from vendors that it has received and paid for Project costs. Such invoices shall be submitted to the Foundation as follows: (1) US Mail to P.O. Box 204, Rockport, ME 04856; or (2) electronically to RockportLibraryFoundation@gmail.com.
8. It is the parties' understanding that generally such invoices will not be sent more frequently than every 30 days; provided however that there may occasionally be times when Project costs are incurred by the Town at such a rate as to require more frequent invoicing to the Foundation.
9. The construction invoices from the Town shall contain dates and invoice numbers of the invoices they are requesting reimbursement for, all underlying vendor invoices are to be submitted with the invoice to the Foundation. In cases where the invoice does not contain enough detail, the Town will provide additional descriptions on invoices in an effort to provide clarity and expedite the process. All vendor invoices will be approved by the Owner's Representative prior to the Town issuing payment to the vendor, and prior to requesting reimbursement from the Foundation.
10. Upon receipt of the Town's invoices, the Foundation will review the invoices and accompanying materials at its regular weekly meeting or at another meeting called to discuss the invoice. Within 15 days of receipt of the invoice, the Foundation will arrange for donation of funds for payment of the invoices, unless it has inadequate funds in its account to pay such invoices as set forth in paragraph 14 below and in which case the Foundation will notify the Town within 7 days of receipt, or if paragraph 13 below is triggered.
11. Should the Town submit an invoice to the Foundation that is determined by the Foundation to be outside their scope for reimbursement, the Foundation, Town Manager, Finance Director and Foundation Treasurer shall discuss the invoice(s) in question and collectively determine whether or not payment is due to the Town.
12. Payment to the Town shall be delivered directly to the Finance Director, or mailed to the Town Office Attn: Finance Director 101 Main Street, Rockport, ME 04856.
13. If the Foundation has any questions or needs further information with respect to the submitted invoice, it shall request such further information or response to its questions within 7 days of its receipt of the invoice. The Town will provide a response to the Foundation's inquiry within 7 days of the request. Upon receipt of the Town's information, the Foundation will then have 7 days to donate funds to pay the invoice.
14. The Town understands that the Foundation is a fundraising organization formed to support the Town's building of the new library. While the Foundation is optimistic that it

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Commented [RCB2]: According to the bid documents contractors are required to submit some pretty detailed invoices in order to get paid.

Commented [RCB3]: They will get buried with paperwork in the event we are copying every single invoice we receive from every vendor we pay. This might be more than they want.

Deleted: , a written statement from the Town with the invoice that it has reviewed the underlying vendor invoices and has determined that the submitted invoices represent goods and services provided to the Project and no other goods or services outside the scope of the Project are included in the invoices.

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will achieve its fundraising goals, it can only donate funds to pay such submitted invoices to the extent of its cash on hand and amounts retained for its operating expenses.

15. The Foundation will provide the Town quarterly updates of its cash on hand available to donate to pay Project invoices for that quarter. [These reports shall be delivered to the Finance Director within 15 days of the quarter end.](#)

16. This understanding shall not be interpreted as a guarantee or commitment from the Foundation that it will donate monies to the Town for the Project in excess of what it has been able to fundraise, less Foundation operating costs.

17. The Foundation will use its best efforts to achieve its fundraising goal of \$2 million by year end 2021. The Town will use its best efforts to create a positive and supportive fundraising environment for the Foundation.

18. Once the Foundation has donated \$2 million for reimbursement of Town invoices on the Project, this MOU shall terminate, unless the parties agree in writing to an extension.

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For the Town of Rockport:

For the Rockport Library Foundation:

Name:
Date:

Name: Ann Filley, President
Date:

Name: Bill Leone, Treasurer
Date

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