

# Official Management Plan/Shared Use Agreement

## Hanson Public Library Multi-Service Senior Center

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THIS OFFICIAL MANAGEMENT PLAN/SHARED USE AGREEMENT (this “Agreement”) is made as of the 30<sup>th</sup> day of April, 2024, by and between HANSON PUBLIC LIBRARY, department of the town of Hanson (“HPL”), and MULTI-SERVICE SENIOR CENTER, department of the town of Hanson (“Senior Center,” and collectively with the HPL, the “Partners”).

### BACKGROUND

- A. The HPL and the Senior Center each respectively occupy and use facilities that are co-adjacent located at 132 Maquan St. Hanson, MA (the “HPL Site” and the “Senior Center Site,” respectively, and collectively, the “Sites”), which Sites are more particularly described on Exhibit A hereto;
- B. The HPL plans to apply for a Massachusetts Public Library Construction Program (“MPLCP”) grant administered by the Massachusetts Board of Library Commissioners to build a new library or to renovate the current Site (the “Project”); and
- C. In the event that the Project scope includes a shared facility with the Senior Center, the Partners wish to share access to, use of, and costs associated with certain facilities located on HPL Site that will also benefit the Senior Center Site and its occupants, licensees and invitees, and to share the costs thereof on a pro rata basis, based on the completed square footage of the Project.

### AGREEMENT

In consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Partners hereto agree as follows:

1. Shared Use.

1.1. Shared Use Areas. Currently the HPL Site and Senior Center Site have the following shared spaces (i) parking, (ii) lobby, (iii) community room, (iv) storage in basement, and (v) outside courtyard, which are collectively defined as the “Current Shared Use Areas.” It is anticipated that as part of the Project the HPL Site and Senior Center Site shall have the following shared spaces (i) parking, (ii) lobby, and (iii) community room, which are collectively defined as the “Shared Use Areas.” For avoidance of doubt, this Agreement does not grant any rights to the Senior Center or any other party to access those portions of the HPL Site that are outside of the Shared Use Areas.

1.2. Use of Shared Use Areas.

1.2.1. During the term set forth in Section 1.2, the Senior Center and its respective occupants, licensees and invitees will have the right to access and use the Shared Use Areas on a shared basis with the HPL and its respective occupants, licensees and invitees, during such days and hours as are mutually agreed upon by the Partners.

1.2.2. The permitted uses, access and security of the Shared Use Areas will be as designated by the HPL, provided that the HPL will work with the Senior Center to determine mutually agreeable terms (“Management Terms”). The Management Terms will be reasonably determined, uniformly applied, will be posted and/or provided to the Senior Center, and if and when revised, will be provided to the Senior Center at least 10 days prior to being implemented. The HPL will monitor the activities on and about the Shared Use Areas in a professional and responsible manner, in compliance with all laws, regulations and ordinances. HPL will provide at least 30 days’ prior written notice to the Senior Center of any proposed change to the Management Terms of the Shared Use Areas.

1.2.3. The HPL shall construct, operate and maintain the Shared Use Areas in accordance with all applicable laws. All Shared Use Areas shall be subject to a public use agreement that is agreed upon by both Partners.

1.3. Community Room. It is anticipated that there will be a large multipurpose community room developed as part of the Project that will be part of the HPL Site; however, it is acknowledged that it may be utilized for a variety of activities, meetings and programs that are anticipated to involve community-oriented, educational or recreational activities. Preference for use will be given to the Partners, and open to clients of each of the Partners. HPL will be responsible for developing a scheduling system and monitoring the use of the community room and will work cooperatively with the Senior Center to maximize utilization and maintenance of the community room.

1.4. Parking Area. As part of the Project it is anticipated that the Parking Area will be configured to address parking needs of both Partners. As part of the Parking Area design the Partners will work cooperatively to address the number of parking spaces needed by each Partner, the placement and signage for all handicap and loading areas, and maintenance, including snow and ice removal. The HPL shall be authorized to make any ordinary improvements to the Parking Area, as long as such improvements do not materially change the use or character of the Senior Center parking needs.

1.5. Development of Ancillary Documents. Before the term of this Agreement begins, the Partners will work to develop ancillary documentation that outlines responsibilities and rights pertaining to the Shared Use Areas, including but not limited to the following:

- 1.5.1. Square footage plan of entire Project and Shared Use Areas
- 1.5.2. Hours of Operation
- 1.5.3. Insurance Documentation
- 1.5.4. Custodial Contracts
- 1.5.5. Inventory of fixtures, furniture, and appliances in the Shared Use Areas.

1.6. Shared Use Payments.

1.6.1. Commencing upon Occupancy, the Senior Center will be responsible for its Pro Rata Share (as defined below) of the actual and reasonable costs associated with the operation and maintenance of the Shared Use Facilities, including but not limited to, the utilities, maintenance, improvements, and repairs (collectively, "Expenses"). For purposes of this Section, each Partner's "Pro Rata Share" is a percentage of the Partner's share of the total square footage of the entire Project minus the Shared Use Areas. The HPL will in its reasonable discretion determine the need for and will complete any maintenance and repairs to the Shared Use Areas and will pay all expenses of the Shared Use Areas and seek reimbursement from the Senior Center of its Pro Rata Share of the Expenses. The Pro Rata Share of the Expenses shall be calculated, adjusted, and determined on March 31, June 30, September 30, and December 31 of each year.

1.6.2. Not later than thirty (30) days after the end of each calendar quarter, and pursuant to the notice requirements set forth herein, the HPL will deliver an itemized statement of the Pro Rata Share of the Expenses, including copies of all invoices, to the Senior Center. The Senior Center will, within thirty (30) days after the delivery of such statement, have the right to verify such Expenses and its Pro Rata Share thereof. HPL, Senior Center, and the Town of Hanson will work to develop one or more budgets for repair and maintenance expenses for the HPL Site, the Senior Center Site and the Shared

Use Areas in a way that allocates costs in accordance with the Pro Rata Shares.

2. Maintenance.

2.1. If either Partner determines that there is a need for repairs or maintenance to the Shared Use Areas, such Partner shall notify the other Partner in writing of such determination, including a reasonably detailed description of the needed repairs and maintenance. Within ten (10) business days of receipt of such notice, the Partners or their representatives shall meet in person or telephonically to discuss and agree upon the scope and timing of such proposed repairs or maintenance; provided, however, that the HPL has the final determination in its reasonable discretion whether and what repairs should be made.

2.2. If the Partners agree upon the scope and timing of the proposed repairs and maintenance, then the HPL shall cause such repairs and maintenance to be conducted in accordance with such agreed-upon scope and timing and allocate the Senior Center its Pro Rata Share of such Expenses. If the HPL fails to cause such repairs and maintenance to be conducted in accordance with such agreed-upon scope and timing and after receipt of a written notice by the Senior Center and failure within 30 days to cause such repairs to be conducted, the Senior Center shall have the right to cause such repairs and maintenance (or remaining repairs and maintenance) to be conducted in accordance with such agreed-upon scope and timing and approval from the Town Administrator.

3. Term of Agreement. This Agreement commences on the date upon which the Project obtains a certificate of occupancy (“Occupancy”) and, unless sooner terminated in accordance with its terms, will continue in perpetuity unless (a) the Partners mutually agree to terminate the Agreement, or (b) either Site is no longer used by the HPL or Senior Center. In the event the Senior Center no longer utilizes or maintains the Senior Center Site or the Shared Use Space, HPL and the Town of Hanson will work cooperatively to designate a new party to occupy the space that is in line with the mission and purpose of HPL. Any new partner will agree to enter into a similar Official Management Plan/Shared Use Agreement before they occupy the site.

4. Indemnification and Condemnation.

4.1. Indemnification. Each party (the “Indemnifying Party”) does hereby indemnify and defend the other party (each an “Indemnified Party” and, collectively, the “Indemnified Parties”) and each such Indemnified Party’s members, representatives, officers, contractors, agents, tenants, invitees, licensees or employees harmless from and against any and all liabilities, damages, expenses, causes of action, suits, claims or judgments arising from, in connection with or relating to personal injury, death or property damage occurring as a result of acts or omissions of the Indemnifying Party or its representatives,

officers, contractors, agents, invitees, licensees or employees in connection with their exercise of their rights hereunder.

4.2. Condemnation. Insurance for the HPL Site and Senior Center Site is carried by the Town of Hanson. Pursuant to any additional requirements of MPLCP, if the Shared Use Area, or any portion or portions thereof, is the subject of a casualty, HPL shall be entitled to receive any and all awards payable as a result of such casualty. The HPL shall proceed promptly and with reasonable diligence to repair, restore, replace and rebuild the affected portion of the Shared Use Area as is necessary to ensure that the Shared Use Area remains available to both Partners in accordance with this Agreement.

5. Miscellaneous Provisions.

5.1. Successors and Assigns. Except as herein otherwise provided, the terms and provisions of this Agreement will be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns, respectively, of each of the Partners.

5.2. Entire Agreement. This instrument constitutes the entire and only agreement between the parties, and no oral statements or representations or prior written matters not contained in this Agreement will have any force and effect. No subsequent amendments, changes or additions to this Agreement will be binding upon the Partners unless reduced to writing and duly executed by each of the Partners. Any pronouns and capitalized terms will be read in the singular or plural in such gender as the context may require or permit.

5.3. Amendments. No subsequent amendments, changes or additions to this Agreement will be binding upon either Partner unless reduced to writing and duly executed by each of the Partners. The Partners acknowledge that in the event the HPL is successful in being awarded the MPLCP grant, and the Project will include Shared Use Areas with the Senior Center, this Agreement will be amended to more accurately reflect the as-built project and Shared Use Areas/Pro Rata Expenses and incorporate the Ancillary Documents.

5.4. Governing Law. This Agreement will be construed in accordance with the laws of the Commonwealth of Massachusetts.

5.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which will constitute an original as against any party whose signature appears on it, and all of which will together constitute a single instrument. This Agreement will become binding when each party has signed at least one counterpart.

5.6. Notices. A copy of any notice sent to a Partner under this Agreement (other than an annual bill or payment thereof pursuant to Section 5) will be simultaneously sent to:

**If to the HPL:**

Hanson Public Library  
132 Maquan Street  
Hanson, MA 02341  
Attn: Karen Stolfer, Library Director

**If to the Senior Center:**

Hanson Senior Center  
132 Maquan Street  
Hanson, MA 02341  
Attn: Mary Collins, Director of Elder Affairs

In addition, any notice given hereunder shall also be given to the Town of Hanson:

Hanson Town Hall  
542 Liberty Street  
Hanson, MA 02341  
Attn: Lisa Green, Town Administrator

[Signatures follow]

IN WITNESS WHEREOF, the parties have executed and delivered this Shared Use Agreement as of the date first above written.

**Hanson Public Library**

By: Karen Stoffer

Name: Karen Stoffer

Title: Authorized Agent

**Multi-Service Senior Center**

By: Mary Collins

Name: Mary Collins

Title: Authorized Agent

**Acknowledged by the Town of Hanson**

By: Lisa M. Green

Name: Lisa M. Green

Title: Authorized Agent - Town Administrator

# EXHIBIT A

## Current Shared Use Area Diagram

