

## Marilla Free Library – 09/19/23 Board Meeting Minutes

1. **Call to order** - Meeting called to order at 6:35pm. In attendance: Rachele Walker (7)(President), Judy Farmer (7)(Vice President), Kathy Winde (7)(Treasurer), Joanne Goellner (8)(Secretary), Shannon Thompson (Director), Debbie Zimmerman (6), Kathy Campbell (6), Deborah Mamon (6), Nancy Costello (4). **Also Present:** Dennis Jakubowski (Friends). **Missing:** Tony Sebastiano (3)(Town Liaison).
2. **Minutes** - *A motion was made by Deb Zimmerman to approve the August 15<sup>th</sup> meeting minutes as written. A second motion was made by Nancy Costello. All in favor with none opposed.*
3. **Public Expression** - none.
4. **Reports**
  - a. **Treasurer's** - *(full financial reports/documents on file at the library)* Kathy Winde and Shannon Thompson reported August's finances. **Items of note:** Memorial Checking (BOH) had three checks deducted, #515 (Shannon, supplies, \$625.96) #514 (BECPL, materials, \$786.45) and #513 (Cris Johnson Magic Show, \$50). The Capital Improvement Account earned \$59.98 in interest and had \$200K withdrawn to open a CD at Alden State Bank. The Operating Account had checks #530 (ECWA for \$63.78) and #529 (Shannon, mileage, \$36.04) deducted. Fundraiser still has no activity. *A motion was made by Joanne Goellner to approve the Treasurer's Reports as presented. A second motion was made by Kathy Campbell. All were in favor with none opposed.*
  - b. **Librarian's** - *(full Librarian's Report on file at library-report emailed prior to meeting)* Circulation and Wireless Use were down for the month. Wireless Use and Laptop Use were down for the Year. Everything else was up for the month and year. Shannon reported that the library HotSpots are being used frequently. There were 25 who participated in the Summer Reading Challenge with an additional 14 who participated in the Teen Summer Reading Challenge. Shannon is still finalizing fall programming. Special Story Hours will include Paw Patrol and Halloween themes. The library received generous donations from Sharon Kelly & George Gertz and Floor & Décor. Shannon also presented the following receipts/invoices for payment/reimbursement:
    1. Invoice from Meyer Septic for services. \$350 from the Operating Account. *A motion was made by Deb Zimmerman to approve payment of the Meyer Invoice. A second motion was made by Judy Farmer. All were in favor with none opposed.*
    2. Receipt from BJs for Damp Rid & Toilet Paper. \$41.44 (coupon discount) from the Operating Account/Janitorial Line. Receipts for Craft Supplies for Summer/Fall, candy for Ag Day, Summer Picnic, Halloween, Ag Day Prizes. \$485.35 from the Memorial Checking. *A motion was made by Joanne Goellner to approve the reimbursement for supplies . A second motion was made by Deb Zimmerman. All were in favor with none opposed.*
  - c. **Friends'** - Dennis Jakubowski reported on the Friends' activity. Book sale collecting and sorting continues. The book sale will be Fri/Sat October 20/21. There will also be a bake sale and the Friends are looking for volunteers to work the event. Anyone interested can call the library and Shannon will add them to the list.
  - d. **Committees**
    1. ~~**Fundraising (currently inactive)**~~
  - e. **Town Report** - Tony was not present at the meeting.
5. **Unfinished Business**
  - a. **Building**
    1. **Front Door** - Shannon contacted Kelly Brothers and has received no response. She still plans to check with Ron Unverdorben for a recommendation as to who the Town has used.
  - b. **Library Self Audit** - Due to illness the ladies were unable to do the audit yet.
  - c. **Town of Marilla Contract** - After attending the Town of Marilla Board Planning meeting and having a private discussion with the Supervisor, the library finally received a contract from the

Town. After discussion about the terms within the contract it was decided that due to timing, the Library would sign and return the 2023 contract (*see attached*). A motion was made by Kathy Winde to approve signing of the contract from the Town of Marilla. A second was made by Kathy Campbell. Votes: 6 ayes and 1 no. The affirmative had it, and the motion carried. Yes: Judy Farmer, Kathy Winde, Joanne Goellner, Deb Mamon, Kathy Campbell, Nancy Costello. No: Deb Zimmerman. Since the contract has never been looked over by a lawyer on the Library's behalf, the Board will look into it for the 2024 contract year. The Board also decided that a letter should be sent to the Supervisor regarding the integrity and character of the library/staff in response to accusations made during the private meeting.

- d. **Library Cleaner/Caretaker** - The new caretaker started in September and was given keys. He has been budgeted for 7-10 hours a week. Shannon is waiting for an alarm code for him.
- e. **Bank Accounts** - a CD was opened at Alden State Bank. Shannon contacted Bank of Holland and confirmed that the Fundraiser Account can be renamed "The Marilla Free Library Town Account" and two signatures will be required. Town encumbered funds will be transferred from the Capital Improvement Account into this account to make tracking of funds more transparent.
- f. **Mower/Shed** - Various shed/mower options were discussed. It was decided that the Board would continue to research the best option in terms of a mower/shed. For consideration:
  - 1. Keeping old shed and replace door.
  - 2. Purchasing a new shed for an alternate location.
  - 3. Quotes for replacement of door & quotes for new shed.
- g. **Marilla Ag Day Recap** - Shannon and Cathy Urquhart represented the library for Ag Day. There were a total of around 142 who came through with 69 children spinning the prize wheel. The library shared a space with 4H in the "Beer Tent" location of the Fireman Grounds and hosted the Town's coloring contest. Shannon shared that the library would like to participate with Ag Day next year but had some feedback for organizers regarding the location and signage for the event.
- h. **Library Parking (tabled until Spring)**
- i. **Roof (tabled until Spring unless a 3<sup>rd</sup> quote is received)**

#### 6. New Business

- a. **Shelving for Kids Area** - Per last meeting, Shannon has been researching shelving for the children's area. She had found five double facing shelves on sale for \$8000 and will increase floor space by 40%. New books ends were \$1000. She will continue to research.
- b. **Emergency Care Kits** - were distributed at the library on 09/19. 31 people signed up for them.
- c. **Proposal to Amend Meeting Order of Business** - In order to make the meetings more efficient and to accommodate Board meeting guests, it was proposed that the agenda order be modified as reflected in the attached document. A vote will be taken at the next meeting.

#### 7. Other Business

- a. **Payroll Report** - Rachelle emailed during the meeting.

#### 8. Next Meeting: 10/17/23 at 6:30 pm (Annual Meeting & Officer Election)

- 9. **Adjournment** - There being no further business to conduct, a motion to adjourn the meeting was made by Deb Zimmerman at 8:30pm with a second by Judy Farmer. All were in favor with none opposed.

Meeting Minutes respectfully submitted, September 29th, 2023, by Joanne Goellner, Secretary.

## AGREEMENT

AGREEMENT made this 10<sup>th</sup> day of November 2022 by and between

TOWN OF MARILLA  
1740 Two Rod Road  
Marilla, New York 14102

hereinafter referred to as the "TOWN", and

MARILLA FREE LIBRARY  
11637 Bullis Road  
Marilla, New York 14102

hereinafter referred to as the "ORGANIZATION",

WHEREAS, the Organization is furnishing services for the public benefit of the residents of the Town, including: sponsoring, implementing and providing a cultural and recreation program by providing free library services, conducting reading workshops for youth, facilitating cultural development, promoting literary arts and providing public meeting rooms for other cultural and educational organizations, and the library, (organization) provides, maintains a safe, welcoming and pleasant environment.

WHEREAS, the Town Board of the Town of Marilla, pursuant to the authority granted to it has appropriated the sum of TWENTY FIVE THOUSAND DOLLARS and 00/100 (\$25,000.00) to the Organization to provide such services for the benefit of the residents of the Town for the 2023 calendar year;

NOW THEREFORE, in consideration of the promises mutually made and contained herein, the parties do hereby agree as follows:

1. **SERVICES:** The organization agrees to maintain and provide the services enumerated above for the public benefit of the residents of the Town for the 2023 calendar year. The Organization shall apply funds received from the Town under this contract only to provision of the services specified herein and no funds granted under this contract shall be applied to any purpose other than that which is provided in this Agreement.

2. **PAYMENT:** In consideration for such services, the Town agrees to pay to the Organization, subject to the terms and conditions contained herein the sum of TWENTY-FIVE THOUSAND DOLLARS and 00/100 (\$25,000.00) upon execution of this agreement.

3. This contract shall be deemed executory only to the extent of monies available to the Town for the performance of the terms hereof and appropriated by the Town Board, now or in the future, and no liability on account thereof shall be incurred by the Town beyond such monies.

4. **RECORDS/ACCOUNTS:** The Organization agrees to keep, and upon request, make available to the Town, its financial and other records of the funds paid to it and the services performed by it hereunder. The Organization agrees to furnish accounts of its disbursements of the funds paid to it by the Town, verified by invoices or such other detail as may be required by the auditor for the Town. The Organization agrees to furnish to the Town any independent auditor's report made for it or for another, and available to it which reflects the receipt and use of funds to it hereunder within sixty (60) days after receipt of the report.

5. **AUDIT:** Any expenditures of funds paid to it by the Town and determined by audit to be inappropriate with the purpose stated herein shall be disallowed and subject to refund. The Town agrees that no refund shall be sought for any expenditure made at the request of the Town or which had been previously reviewed by an official or officials of the Town, acting with apparent authority to determine the appropriateness of the expenditure and believed at the time to be appropriate.

6. **REFUND:** The Organization agrees to refund to the Town any unused amount of money paid to it hereunder unencumbered by any current operating expenses. In the event the unencumbered revenue of the Organization exceeds its expenses for the Organization's fiscal year, the amount refunded by the Organization to the Town under the provisions of this paragraph shall be that part of the surplus which bears the same ratio to the total surplus as the amount actually paid to the Organization by the Town bears to the total revenue of the Organization. Upon a showing that such a refund would cause hardship to the Organization, the Town Board may authorize the Organization to retain any funds which it would otherwise be required to refund to the Town under this paragraph if the Town Board determines that such retention is in the public interest and is consistent with the purpose and intent of this Agreement.

7. **INDEMNIFICATION AND RELEASE:** The Organization agrees to hold the Town harmless from any liability as a result of its activities, including activities in furtherance or execution of the purposes stated herein, and to maintain insurance throughout the term of this Agreement in an amount sufficient to indemnify the Town for all losses resulting from claims, demands, suits or judgments for bodily injury or property damage arising out of the performance of the Organization's obligations under this Agreement with the Town named as an additional insured. Upon a showing that the acquisition or maintenance of insurance coverage as required by this paragraph would cause an undue hardship to the Organization, the Town Board may, in the public interest, and consistent with the purpose and intent of this Agreement, waive such requirement or request other security in lieu thereof.

8. **APPLICABLE LAWS:** The Organization agrees to comply with all applicable laws of the State of New York and the United States, including laws against discrimination, and with all rules and regulations of pertinent authorities having jurisdiction.

9. **VERIFICATION:** The Organization shall be fully accountable for its performance under this contract and it and its officers agree to answer all questions relative to the performance hereof, and to any transaction, act or omission, had, done or omitted in connection herewith if called before any judicial, town, state or federal agency or body empowered to investigate this contract or its performance. The Organization shall within one hundred twenty (120) days after the close of the Organization's fiscal year submit to the Town a report of its activities for the preceding year.



10. ASSIGNMENT: Neither this contract nor any rights or obligations hereunder may be assigned by the Organization without the express written consent of the Town.

This Agreement is made and executed pursuant to a resolution adopted by the Town Board of the Town of Marilla on November 10, 2022.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

TOWN OF MARILLA

By Earl Gingrich Jr. 8/31/23

Earl Gingrich Jr., Supervisor

Marilla Free Library

By \_\_\_\_\_

Rachelle Walker, President

## **Marilla Free Library – Proposed Meeting Agenda**

- 1. Call to order**
- 2. Minutes**
- 3. Public Expression and/or Guests**
- 4. Town Report**
- 5. Library Reports**
  - a. Treasurer's**
  - b. Librarian's**
  - c. Friends'**
  - d. Committees**
- 6. Unfinished Business**
- 7. New Business**
- 8. Other Business**
- 9. Next Meeting:**
- 10. Adjournment**