

**Board of Library Trustees Meeting  
June 1, 2010**

**7:00 p.m.**

[Medway Public Library](#)

**Attendees:**

Trustees:

Carol Brown  
MaryAnn Cabibbo  
Ed Duggan  
William Roberts  
Wendy Rowe

Citizens:

Cindy Dobrzynski, Chair, Franklin Library Board of Directors  
Monique Doyle, member of Franklin Library Board of Directors  
Susan Ellis, Medway Human Resources Director  
Felicia Oti, Acting Director  
Margaret Perkins, Assistant to Director

**Minutes:**

A. Trustees Organize Themselves

Motion to make Wendy the Chair. (ED1, CB2) passed unanimously

Motion to make Bill the Secretary. (MAC1, WR2) Passed unanimously

Motion to make MaryAnn the Vice Chair. (ED1, CB2) passed unanimously

B. Approval of agenda

Motion to approve the agenda. (WLR1, CB2) passed unanimously

C. Secretary's report (April, May 11)

Motion to approve the minutes from the May 4 quorumless meeting: (WLR1, ED2), 3-0-2, Aye (WER, WLR, ED), Abstained (CB, MAC)

Motion to approve the April & May 11 minutes with a change to the April minutes to make it clear that MaryAnn wished to explore other possibilities vis-a-vis the intermunicipal agreement: CB1, WLR2. passed 4 aye (WLR,WR,ED,CB) , abstained 1 (MAC)

#### D. Citizens Speak

Cindy spoke at the end of the meeting. She urged the Trustees to give the intermunicipal agreement, and particularly Felicia, a chance. She has no doubts that Felicia will do a good job and that the regionalization effort is good for both towns.

She said that Felicia had done a good job this past year in preparing the Survey and the Strategic plan.

Monique agreed with this.

#### E. [Budget Report](#)

#### F. [Assistant to the Director's Report](#)

#### G. Regionalization

- Discussion/approval of FY11 IMA ([attached](#))

Some of the money budgeted for the IMA (and outside the library budget proper) can be used to contract subs directly so we don't need to make use of Franklin's subs.

Felicia' monthly reports should be written enough in advance of the meeting so that the Trustees' have a chance to review them prior to the meeting.

There was some disagreement between the Trustees and Felicia as to what should be included in the reports.

A case in point was Meena's (the head of the Friends) request that we let the school librarians issue public library cards to the children. Felicia felt that as this request was covered (ruled out) by our policies (the policy says the prospective young patron has to show up at the library with a parent) there would be no need to include the request in her report. The Trustees generally felt that this was exactly the kind of request that we should hear about.

The Trustees generally felt that it was important that we be told through the reports what is going in the Library and how Felicia is spending her time.

Wendy wanted a 6 month review (as has been done with previous newly hired directors).

Ed felt we needed to review the agreement next December and January to be prepared for the question of renewing it again.

Carol thought that the review should not be part of the agreement, as the agreement is renewed on an annual basis.

MaryAnn reiterated the Trustees desire to have Felicia's resume. MaryAnn is further worried that Felicia wants to be Franklin's Director and not Medway's, that she doesn't have Medway's interests at heart and that she considers herself to be a Franklin employee.

MaryAnn thought we should reconsider our vote of last month and ask the Selectmen if the extra library funding that is part of the Agreement might not be available even if we found the Agreement unworkable

The Trustees wished to have Felicia's schedule (when she'll be working in the library) set.

Motion to approve the IMA as amended (the amendment was to require written reports) - WLR1, CB2. passed 4-1, WLR,WR,CB,ED aye, MAC no

- Draft long range plan; for discussion at our next meeting

Wendy said she likes it

Felicia:

- said it can be changed yearly in light of events
- Thanked Monique for her help
- will talk to the schools and will report back to us on how we can help them.
- Would like to stop closing the Saturday before holidays.
- Will plan for more hours. She'll work with Margaret on this
- Needs "space" to build a good working relationship with the staff.

- Trustee Chair's Report
- Old Business
- New Business
  - Determine summer hours

MaryAnn wants to revisit Saturday hours in the summer. Doesn't want to change our plans for this summer but we should think whether to continue this going forward.

Motion to close on Saturdays in July and August and resume Saturday hours after Labor Day: (WLR1, CB2) passed unanimously

- 6/14 Mon Annual Town Meeting
- Fundraising
- Next Meeting July 6 2010

Motion to adjourn (8:20), MAC1, WLR2, passed unanimously

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### **Assistant to the Director's Report**

May, 2010

The Norfolk County 4-H Extension agent, Jay Field, will be coordinating 6 week Summer of Science 4-H Clubs at several libraries in the county. I will be meeting with him on June 3rd to discuss the possibility of having this program at the Medway library. I am hoping to involve the Medway Community Farm in presenting this program.

Suggested to Felicia the possibility of being open 4 more hours by opening at 1:00 on M-Th, instead of 10:00 on Mondays. Consistent hours would be less confusing for patrons. This would require a third person on many Tuesdays - Thursdays (I'll be there Mondays). Staff has reservations about adding hours.

Once again, coverage is a problem when someone is out sick. On several occasions, I have had to ask staff if they could take a paid dinner/lunch break in the library, in order to have two people in the building. We have the second highest direct circulation/FTE in our population group (10,000-14,999).

The second (and final) part of the State Aid award, \$3301.33, should be arriving shortly. It is not yet in MUNIS.

Meena asked about the possibility of getting library cards for elementary school children through the school such as having them fill out the library card application and she would bring all the applications to the library. This would be difficult, because a parent's ID with current address is required.

Weeding of mystery collection is progressing.

Investigated Newsbank Information Portal. Talked to several libraries about their experiences with this product, unfortunately, although the local newspapers were heavily used, the consensus was that the other features of the Portal were not as worthwhile. Planning to ask the salesperson about pricing of the local newspapers only.

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### May 10 Budget Report

Account	Acct #	Start Balance	Expen. To Date	End Balance	% Spent
Salaries - Full Time	5110	\$78,926.00	\$70,469.28	\$8,456.72	89.29%
Salaries - Part Time	5111	\$64,565.00	\$55,426.51	\$9,138.49	85.85%
Longevity	5150	\$600.00	\$850.00	(\$250.00)	141.67%
Electricity	5211	\$17,173.00	\$12,175.42	\$4,997.58	70.90%
Heating Fuel	5212	\$8,222.00	\$6,405.14	\$1,816.86	77.90%
Trash	5232		\$1,634.18	(\$1,634.18)	
Water & Sewer	5231		\$321.55	(\$321.55)	
R & M Miscellaneous	5240	\$11,962.00	\$12,228.08	(\$266.08)	102.22%
Telephone	5341	\$1,150.00	\$1,214.36	(\$64.36)	105.60%
Supplies	5400		\$1,413.23	(\$1,413.23)	
Postage	5343	\$252.00	\$218.00	\$34.00	86.51%
OPS - (Minuteman bill)	5380	\$19,892.00	\$19,831.39	\$60.61	99.70%
<b>TOTAL - GENERAL FUND</b>		\$202,742.00	\$182,187.14	\$20,554.86	89.86%

		Start Balance	Expen. To Date	Income to Date	Account Bal
Memorial Donations	5400	\$49,688.54	\$29,920.79	\$1,900.57	\$21,668.32
Tuchinsky Fund Interest		\$39,525.94	\$1,530.33		\$37,995.61
Tuchinsky Fund Principal		\$102,869.11		\$668.02	\$103,537.13
Library Restitution Fund	024-610- 706-4773	\$12,827.98	\$302.41	\$1,090.65	\$13,616.22
Copier & Printer Rev.	024-610-	\$1,436.39		\$882.50	\$2,318.89

Fund	722-4840				
Meeting Room Rev.	024-610-				
Fund	723-4840	\$964.18		\$530.00	\$1,494.18
Free Public Library	2017	\$0.00			\$0.00
<b>TOTAL - OTHER FUNDS</b>		\$207,312.14	\$31,753.53	\$5,071.74	\$180,630.35

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**INTERMUNICIPAL AGREEMENT BETWEEN TOWN OF FRANKLIN  
AND TOWN OF MEDWAY FOR MEDWAY TO PROVIDE LIBRARY  
ADMINISTRATIVE AND MAINTENANCE SERVICES TO MEDWAY**

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between the Town of Franklin, a duly-organized municipal corporation with administrative offices located in the Municipal Building, 355 East Central Street, Franklin, MA (hereinafter: "Franklin") acting by and through its Town Administrator duly-authorized on behalf of its Public Library and the Town of Medway, a duly-organized municipal corporation with administrative offices located in the Town Hall, 155 Village Street, Medway, MA (hereinafter "Medway"), acting by and through its Board of Selectmen and Board of Library Trustees, duly-authorized on behalf of its Public Library:

**WHEREAS**, Franklin currently employs a full-time director for its public library and Medway needs a Library Director, maintenance services, and other services as may be required for its public library, and

**WHEREAS**, Franklin is willing to make the services of its library director and Facilities Department and other services that may be required available to Medway in consideration of Medway's payment of compensation to Franklin, and

**WHEREAS**, the following agreement between Franklin and Medway for Franklin to provide library administrative services to Medway constitutes an intermunicipal agreement governed by the provisions of G.L. Chapter 40, Section 4A and/or G.L. Chapter 78, Section 11, the authorized municipal officials under each statute are executing it, and voters at Medway's 2010 Annual Town Meeting have appropriated monies to fund it,

**NOW, THEREFORE**, in consideration of the foregoing recitals, Franklin and Medway AGREE as follows:

1. Franklin Library Director's Services: The Franklin Library Director shall serve as the Medway Library Director. She shall be in charge of the daily operation of the Medway Library including all Library staff. She shall report to the Medway Library Trustees on a monthly basis and meet with the Chair of the Library Trustees as may be required.

She will be on site fourteen (14) hours per week (on average, excluding typical leave) The Director shall implement best practices, an action plan for FY 11 and make policy recommendation to the Trustees as well as performing all other duties typically required of a Library Director.

2. Franklin Facilities Department Services: The Franklin Facilities Department shall perform maintenance services at the Medway Public Library which shall include janitorial services, annual floor, window, and gutter cleaning, and such other services as may be requested, provided that the total value of such services during the term of this agreement shall not exceed eleven thousand dollars (\$11,000.00).
3. Other Services: Franklin may provide Medway with such additional library support services as may be mutually agreed upon.
4. Medway's Payment to Franklin: Medway shall pay Franklin the sum of thirty-seven thousand dollars (\$37,000.00), payable in twelve equal monthly installments of three-thousand dollars each month in compensation for the above-described library administrative services. In addition, Medway shall pay Franklin monthly for the above-described maintenance services up to eleven thousand dollars (\$11,000.00).

5. Employment Status of Franklin Personnel: Franklin shall be solely responsible for the employment of its Library Director and Facilities Department personnel and other Town of Franklin personnel for all terms, conditions and incidents of employment. In no event shall such person be deemed to be a Medway employee or to be entitled to receive any work-related compensation or benefits from Medway, and Franklin expressly agrees to indemnify and hold Medway harmless from and against any and all liability loss, damage or expense in any way arising from any claim by Franklin's Library Director or any of its Facilities Department and other Town of Franklin personnel against Medway for work-related compensation or benefits arising from work performed for Medway pursuant to the terms of this Agreement.
  
6. Mutual Public Access: During the term of this agreement, residents of Medway shall have full access to Franklin's facility and resources and residents of Franklin shall have full access to Medway's facility and resources, during the hours when each library is open to the public.
  
7. Term of Agreement: Once fully-executed, this agreement shall be deemed to commence on July 1, 2010, regardless of the date of execution, and to terminate on June 30, 2011.
  
8. Extension: In the event Medway desires to continue to receive library services from Franklin beyond the date of this agreement, it shall notify Franklin in writing no later than April 1, 2011; upon receipt of said notification, Franklin shall advise Medway whether it is willing to continue to provide said services and, if so, the amount of compensation and other terms and conditions. If the parties mutually agree on the amount, terms and conditions, they shall execute a new agreement embodying same.
  
9. Financial Safeguards: Accurate and comprehensive records of services performed, costs incurred, and reimbursements received shall be kept by Franklin and Medway. A financial statement shall be issued to both towns on a quarterly basis, and the records for this agreement shall be audited as part of the annual audit of each town.



10. Entire Agreement: The foregoing represents Franklin's and Medway's entire agreement relating to Franklin's providing library services to Medway, all prior and contemporaneous agreements are merged herein. Any amendment of this Agreement shall only be effective if in writing and signed by duly-authorized representatives of both municipalities.

*In witness whereof*, Franklin and Medway have each caused this Agreement to be executed on its behalf by its duly-authorized municipal official(s) on the date noted below.

Town of Franklin, by its Town Administrator: Town of Medway, by:

Majority of its Board of  
Selectmen:

Jeffrey D. Nutting

Date

Date

AND

Approved as to form: Majority of its Library Trustees:

Mark G. Cerel, Franklin Town Attorney

Barbara Saint Andre, Medway Town Counsel

Date

I certify that an appropriation is available  
in the amount of the Agreement.

Medway Town Accountant