



Enriching Minds.  
Enhancing Community.

472 Main Street  
Ridgefield, Connecticut 06877  
203.438.2282 T  
203.438.4558 F  
[www.ridgefieldlibrary.org](http://www.ridgefieldlibrary.org)

Ridgefield Board of Selectpersons  
Town of Ridgefield  
400 Main Street  
Ridgefield, CT 06877

January 18, 2024

Dear Board of Selectpersons,

We appreciate the time taken at your January 17, 2024 BOS meeting to discuss the most recent draft of an updated Town-Library Agreement. Per our discussion, Paragraph 4 of the draft has been updated to clearly state that the Library Board is responsible for appointing 75% of Library Board Members. This updated draft is attached and dated 01.18.2024 for your review.

We additionally thank you for planning to schedule both the Public Hearing and Town Meeting for discussion and voter consideration of this updated document on February 21, 2024. With your assistance we continue to move toward the goal of establishing a streamlined Agreement that reflects the strong working relationship between the Town of Ridgefield and the Ridgefield Library Association, Inc. which enables the provision of exceptional public library service to the residents of Ridgefield. This Agreement will also provide stability and clear understanding well into the future.

On behalf of Carrie, Art, Alison, and the entire Library Board of Directors, I thank you sincerely for your service to our town and assistance in this matter.

Kind regards,

A handwritten signature in blue ink that reads 'Brenda McKinley'. The signature is written in a cursive, flowing style.

Brenda McKinley  
Library Director

## Agreement

This Agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, is by and between THE TOWN OF RIDGEFIELD, a municipal corporation with its principal place of business at 400 Main Street, Ridgefield, Connecticut, (“the TOWN”), and the RIDGEFIELD LIBRARY ASSOCIATION, INC., a Connecticut non-stock corporation with the principal place of business at 472 Main Street, Ridgefield, Connecticut, (“the LIBRARY”), collectively, (the “PARTIES”), and is endorsed by their authorized principals below.

### RECITALS:

1. The PARTIES are dedicated to sustaining and optimizing the LIBRARY’s role as a provider to the TOWN of library services and programs in keeping with the needs of the Ridgefield community and in harmony with the activities of non-profit and for-profit organizations in Ridgefield, including TOWN assets such as the Recreation Center. They acknowledge the TOWN’s continuing payments on a bond, approved by the voters, which included the LIBRARY’S 2012 request of a \$5,000,000 capital allocation for completion of major construction.
2. The PARTIES agree that their earlier understandings no longer observe actual practices and requirements, and they choose to execute a superseding agreement.

NOW THEREFORE, in consideration of these recitals, the mutual promises contained herein, and other valuable consideration the receipt of which is acknowledged, it is AGREED as follows:

TERMS:

1. *Superseding Effect*: This Agreement replaces and supersedes all previous understanding and agreements between the parties, including but not limited to those executed in 1983 and 2012.
  
2. *Annual Operating Appropriations*: The TOWN shall appropriate funds each fiscal year to be contributed to the LIBRARY for the operation, maintenance, and repair of its facility, by supplementing the funds generated by the LIBRARY, allocated by the State of Connecticut, and provided by the LIBRARY's endowment income. The amount of such operating appropriations from the TOWN shall be determined in accord with procedures used to determine operating appropriations for Town departments, agencies, boards, and commissions as pertains to annual funding.
  
3. *Capital Appropriations*: Annually and in accord with TOWN procedures, the LIBRARY shall submit a five-year forecast of capital expenditure requirements. Any capital appropriation that the Town chooses to make concerning the Library shall be made in accordance with the Town Charter and procedures used to determine how such appropriations are made for TOWN departments, agencies, boards, and commissions.

4. *Library Board Composition:* The LIBRARY's Board of Directors shall comprise residents of the TOWN. The LIBRARY will use its best efforts, including but not limited to newspaper and other public notices, to alert the residents of Ridgefield regarding vacancies on its Board of Directors.

The LIBRARY shall be responsible for 75% of the appointments to its Board. Further, up to 25% of the seats on the LIBRARY's Board of Directors shall be allotted for persons recommended by the LIBRARY and approved by the TOWN's First Selectperson. For each such seat, a LIBRARY recommendation shall be submitted c/o the First Selectperson on or before the first day of June. The LIBRARY shall receive an approval or a request for another recommendation within 30 days. Without action a recommendation shall be deemed approved.

5. *Audit and Annual Budget Consultations:* The LIBRARY's books of account shall be made available to auditors selected or approved by the TOWN. The LIBRARY shall consult with TOWN officials and appear before the TOWN's Board of Selectpersons, or such other board or commission as the Town directs, according to budget and appropriation procedures for TOWN departments, agencies, boards, and commissions.

6. This Agreement shall be binding upon and inure to the benefit of the PARTIES and their successors and assigns. Neither the LIBRARY nor the TOWN shall assign this Agreement or any of their rights or

obligations under this Agreement without the prior written consent of the other party.

*7. Renewal and Expiry:* This Agreement shall renew automatically for successive five-year terms, each commencing on an anniversary date of the date first given above, unless either party requests modification or indicates its desire to not renew no less than one year before the next date of renewal. The Agreement shall expire on the 25<sup>th</sup> anniversary.

IN WITNESS WHEREOF, the PARTIES execute this Agreement as of the date first written above:

Signed, sealed and delivered  
in the presence of:

RIDGEFIELD LIBRARY  
ASSOCIATION, INC.

\_\_\_\_\_

BY \_\_\_\_\_

Name: Carrie R. Wells,

\_\_\_\_\_

Title: Chair, Board of Directors

TOWN OF RIDGEFIELD

\_\_\_\_\_

BY: \_\_\_\_\_

Name: Rudy Marconi

\_\_\_\_\_

Title: First Selectperson