



MINUTES

BOARD OF TRUSTEES: Eastern Shore of Virginia Public Library System

10/14/25 | 7 PM | Cape Charles Memorial Library
Cape Charles, VA

Meeting called to order by Janet Justis, Chair

ATTENDANCE

Present:

Joyce Holland, Janet Justis, M.K. Miles, Christopher Pote, David Poyer, Carl Rose-Jensen, Frank Russell (*Zoom*), Maureen Teague

Absent:

Grayson Chesser, Dennis Custis, James Lilliston

In Attendance:

Richard Burger, Cathy Fox, J.T. Holland, Jamie Johnson

CALL TO ORDER

The meeting was called to order by Janet Justis at 7PM. A quorum was present.

APPROVAL OF CONSENT AGENDA

Joyce Holland moved to accept the consent agenda, Maureen Teague seconded. Motion passed unanimously.

PUBLIC COMMENTS

No Comments.

APPROVAL OF MINUTES [September 9, 2025]

Joyce Holland moved that the 9.9.25 meeting minutes be approved with the correction listed below. David Poyer seconded. Motion passed unanimously.

Pg 3, bullet #3 the petition mentioned was not to rename the library, but to rename the Citizens Endowment Fund.

OLD BUSINESS

No old business.

FINANCIAL REPORT [C. Pote]

Christopher Pote provided a snapshot of the System's finances:

- The LGIP account gained \$267.99 in interest for a total balance of \$75,078.36
- Q1 has ended with no major surprises or concerns
- Q2 funding has been requested

LIBRARY DIRECTOR'S SYSTEM REPORT [C. Pote]

Parksley- Regional Library & Heritage Center

- Accomack County Public Works (ACPW) has placed flags on the library property where parking signs will be installed so that utilities can be appropriately marked.
- Christopher Pote will be meeting with the ACPW Director next week to discuss the parking issues, security cameras, and access control so there is a clearer understanding of where responsibilities lie.
 - C. Pote also identified Accomack County's procurement person so that he can ask for assistance with procurement procedures & policies.
- Security Cameras: 8 new security cameras are being installed beginning on 10/27/25.
- Access Control: ACPW met with C. Pote and a 3rd access control vendor for pricing for a key card access for the main and secure entrances.
- On 9/18/25, C.Pote met with the outgoing cleaning company to return keys, etc. The meeting was cordial and professional, and the company remains in good standing with ESPL.

Nassawadox- Northampton Free Library

- The fire and security switch is complete; as of 10/16/25, Johnson Controls is no longer the security provider at NFL.
- NFL Renovation:
 - The 1st architect is supposed to be sending a proposal soon.
 - A meeting is scheduled with the 2nd architect on 10/23/25.

Renaming Petition

- C. Pote explained that he misspoke at the September meeting when he stated that there was a petition circulating to rename the Regional Library & Heritage Center in Parksley in Paul Muhly's name.
 - The petition is to rename the Citizens Endowment Fund in P. Muhly's name.
 - The Citizens Endowment Fund is not managed by ESPL but the ESPL Foundation.

MilesFiles 25th Anniversary Celebration

- On 9/30/25 the Heritage Center hosted a party to celebrate the 25-year partnership between ESPL and the MilesFiles.
- The event was a huge success and included the unveiling of the new logo to officially, visually bring the MilesFiles under the Library umbrella.
- M.K. Miles officially transferred ownership of the MilesFiles to ESPL by signing the Deed of Gift.

COMMITTEE REPORTS

Finance Committee (G. Chesser)

The finance committee has not met.

Personnel Committee (Miles)

M.K. Miles submitted a 1-page draft of edits for the Director's review format to Janet Justis that will be reviewed at the next meeting.

Trustee Training Committee Report (Holland)

Joyce Holland shared that now that there is a full roster of Trustees again, she will work with Janet Justis to schedule Trustee training for one of the next two Board meetings.

Facilities Committee Report (Poyer)

David Poyer revisited the Cape Charles Memorial Library this afternoon to look at items that were identified at the site safety visit conducted in August 2025. As the CCML is owned and operated by the Town of Cape Charles, ESPL has no say over the building, but the CCML staff will work with the Town of Cape Charles to have the Facilities Committee's concerns addressed.

BRANCH AND FRIENDS REPORTS

Cape Charles Memorial Library

Included in the written Library Director's System Report.

Chincoteague Island Library

Included in the written Library Director's System Report.

Northampton Free Library

Included in the written Library Director's System Report.

ESPL Friends of the Eastern Shore Public Library (Baird)

No report.

ESPL FOUNDATION [Poyer]

David Poyer shared an update from the Foundation:

- The Foundation is encouraging the Trustees to become sustaining donors for the Foundation for as little as \$10 per month so that when they apply for grants, etc. they can say that they are 100% supported by the Board of Trustees.

NEW BUSINESS

FY26 Trustee Roster

Christopher Pote distributed the updated Trustee Roster with Carl Rose-Jensen's information added to the Roster for the Board to review and approve.

Maureen Teague moved that the updated Trustee Roster be approved. Joyce Holland seconded. Motion passed unanimously.

Accomack County Healthcare Insurance Benefits Agreement

Christopher Pote shared a Healthcare Insurance Benefits Agreement that County of Accomack emailed him and addressed to the Board of Trustees.

After discussion ensued, C. Pote will respond to the County of Accomack, and outline the questions from the Board to get more information before moving forward.

ADDITIONAL COMMENTS

Christopher Pote thanked CCML for hosting the meeting.

NEXT MEETING

Wednesday, 11.12.25 at 1PM | Facility: Eastern Shore Regional Library & Heritage Center 24313 Bennet Street
Parksley, VA

ADJOURNMENT

Joyce Holland moved to adjourn the meeting. Maureen Teague seconded. The motion passed unanimously.

The meeting adjourned at 7:52pm by Janet Justis.

HEALTH CARE INSURANCE BENEFITS AGREEMENT

THIS HEALTH CARE INSURANCE BENEFITS AGREEMENT (“Agreement”), made this 10th day of October, 2025, by and between the County of Accomack, Virginia, a political subdivision of the Commonwealth of Virginia (“County”) and Eastern Shore Public Library Board of Trustees an agency established by the Accomack County Board of Supervisors pursuant to authority under the laws of Virginia (“Approved Agency”).

WHEREAS, County provides its eligible employees with the option of obtaining major medical insurance benefits under its self-insured health plan for medical and dental coverage; and

WHEREAS a self-insured health plan, also known as a self-funded health plan, is a health insurance arrangement where an employer assumes the financial risk of providing healthcare benefits to their employees directly, rather than purchasing coverage from an insurance company; and

WHEREAS, Accomack County’s self-insured health plans providing major medical and dental coverage is funded by the County, in reliance, in part, on the covered employees’ payment of premiums to the County; and

WHEREAS, the County administers its self-insured health plan in a separate fund, for accounting purposes, which is segregated from other funds and which is not available to pay expenses that are not related to the self-funded health plan; and

WHEREAS, the County has engaged a Third-Party Administrator which assists the County with processing of claims under the County’s self-insured health plan; and

WHEREAS, pursuant to direction by the Accomack County Board of Supervisors, the County also offers to provide health care insurance for major medical insurance benefits under its self-insured health plan, to eligible employees of the Eastern Shore Public Library Board of

Trustees, the Accomack-Northampton Planning District Commission, the Eastern Shore Soil and Water Conservation District, and the Eastern Shore Area Agency on Aging/Community Action Agency (Approved Agencies”); and

WHEREAS, this Agreement is necessary to ensure that, among other things, the Approved Agency (i) offers major medical and dental insurance to its employees, said terms to include the employee’s qualifying spouses and dependents; (ii) provides the County with all information to enroll its employees in the County’s self-insured health plan, using forms prescribed by the County and meeting all County timeframes; (iii) advises the County of any changes to its enrollment, using forms prescribed by the County; (iv) makes monthly premium payment to the County for the cost of providing major medical and dental insurance as established by the County, within 30 days before the month’s coverage begins; (v) provides a list of covered employees with each monthly premium payment; and (vi) makes additional pro-rated contributions in the event claims and other costs are more than the County projected, within thirty (30) days of being presented with an invoice from the County.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises made herein and for other good and valuable consideration, the parties hereto agree as follows:

1. Duties of the Approved Agency. The Approved Agency shall have the following duties under this Agreement:

- Offer its regular full-time employees, or regular full-time equivalent employees, and their qualifying spouses and dependents, major medical and dental insurance benefits through the County’s self-insured health plan. Regular employees do not include temporary, seasonal, or retired employees.

- To promptly furnish, on forms prescribed by the County, the necessary information to enroll their individual employees in the County's self-insured health plan within the timeframes approved by the County.
- To promptly communicate, on forms prescribed by the County, changes in employee enrollment in the County's self-insured health plan.
- To make monthly premium payments to the County for the cost of its employees' enrollment in the County's self-insured health plan, based on amounts approved by the County, said payments to be made prior to the month coverage begins. Payments shall be made in the form required by the County.
- To provide a list of employees covered by the County's self-insured health plan with each monthly premium payment for reconciliation purposes.
- To make timely additional pro-rated contributions in the event claims and other costs are more than the County projected, within thirty (30) days of being presented with an invoice from the County

2. Duties of the County. The County shall have the following duties:

- Provide major medical and dental insurance benefits to the Approved Agency's eligible employees through its self-funded health plan.
- Make determinations of eligibility to participate in the County's self-insured health plan. In the event an employee of one the Approved Agency is not eligible to participate in the County's self-insured health plan, his or her dependents shall not be qualified to receive health care insurance benefits through the County's self-insured health plan.
- Collect premiums established by the County for participation in the County's self-insured health plan from the Approved Agency.

- Assess against the Approved Authority additional pro-rated contributions in the event claims and other costs are more than the County projected and are deemed necessary to ensure the financial viability of the County's self-insured health plan.
- Issue a health benefit ID card and an electronic/written certificate of coverage that describes the health care benefits and coverage provided to the enrolled employees under the County's self-insured health plan. The County may also provide such employees with an electronic/written copy of, or a link to, a benefit booklet and service provider.

3. Termination of Coverage. The County may terminate the provision of major medical or dental insurance under its self-insured health plan to any and all employees of the Approved Agency in the event the Approved Agency fails to make timely and full payment of premiums or payment of additional costs as required under this Agreement.

4. Expansion of Eligibility or Coverage. Eligibility for major medical and dental insurance as set out in this Agreement shall not be expanded without the express approval of the Accomack County Board of Supervisors and amendment of this Agreement. Major medical and dental insurance benefits offered by the County to the employees of an Approved Agency shall not exceed those provided to the employees of Accomack County.

5. Termination of this Agreement. Either party may terminate this Agreement, including all duties and benefits hereunder, upon written notice to the other party giving at least thirty (30) days prior to the start of the next succeeding year's self-insurance health plan.

6. Compliance with Applicable Law. In providing employees of the Approved Agency major medical and dental insurance under its self-insured health plan, the County shall at all times comply with the Public Health Service Act (PHSA), the Patient Protection and Affordable

Care Act (PPACA), the United States Social Security Act (SSNA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Health Insurance Portability and Accountability Act (HIPAA) and all applicable federal and state statutes, regulations, policies, procedures and rules applicable to self-insured health plans.

Michael T. Mason, CPA Date
County Administrator

Christopher Pote Date
System Director, ESPL