



## Board of Trustees Meeting

Tuesday December 13, 2021 6:00 pm (Community Room)

Watch here: <http://www.bethlempubliclibrary.org/watch-the-meeting-here/>

### Agenda

- Call to order
- Public participation
  - Communications can be delivered in person or electronically via the library's website <https://www.bethpl.org>
- Review previous meeting minutes (p. 2-5)
- Financial report (p. 6-14)
  - Treasurer's update (p. 6)
- Personnel report (p. 15)
  - Personnel actions
- Director's report (p. 16-23)
- UHLS report
- New business
  - Health insurance invoice (p. 27)
  - Rooftop unit quote (p. 28-33)
- Old business
  - Long range plan
    - Update
  - Building committee
    - Update
- Future business
- Public participation
- Executive session
- Adjournment
  - Next board meeting: January 10, 2022 6:00pm (Community Room)
  - Next Friends of the Library meeting: December 20, 2021 (Annual Meeting)

MINUTES OF THE BOARD OF TRUSTEES MEETING  
BETHLEHEM PUBLIC LIBRARY **DRAFT**  
Monday November 8, 2021

PRESENT: Caroline Brancatella  
Mark Kissinger  
Harmeet Narang  
Mary Redmond  
Lisa Scoons  
Michelle Walsh  
Charmaine Wijeyesinghe  
Sharon Whiting, library treasurer

Geoffrey Kirkpatrick, director  
Kristen Roberts (virtual), recording secretary

EXCUSED:

GUESTS: Chris McGinty, assistant director  
Catherine Stollar Peters, assistant director  
Tanya Choppy (virtual), accounts clerk  
Rachel Reynolds (virtual), auditor with Marvin and Co.  
Anne Moore, Borthwick Avenue resident

President M. Kissinger called the meeting to order at 6:00pm.

PUBLIC PARTICIPATION

A. Moore told the board she had received her November/December Footnotes and found it lacked any information about a potential building project. She said she felt strongly that the board should let the public know what they are considering and what the costs are.

PRESENTATION OF THE ANNUAL AUDIT

R. Reynolds, an auditor with Marvin and Co., presented the findings from the library's 2020-2021 audit. She noted the library received an unmodified opinion, which is the best opinion one can get. Auditors found no internal control deficiencies.

She said the findings included a required disclosure that the COVID-19 pandemic is still considered a contingency, as its true effects are as yet still unknown.

There was no management letter or additional comments, as any comments from the previous year had been implemented.

S. Whiting asked whether the big drop in our net pension liability from the previous year was related to actuarial calculations. R. Reynolds said it was and that those calculations are out of the library's control and have a lot to do with the market.

On a MOTION by C. Wijeyesinghe and a SECOND by H, Narang, the board unanimously accepted the results of the 2020-21 audit present by Marvin and Co.

#### MINUTES

Minutes of the 12 October 2021 board meeting and the 25 October 2021 ad hoc fines committee meeting were approved unanimously on a MOTION by M. Walsh with a SECOND by M. Redmond.

#### FINANCIAL REPORT

##### *Treasurer's update*

S. Whiting presented her treasurer's report. C. Wijeyesinghe asked about the \$1.5 million increase in the TD bank accounts. S. Whiting said that was due to the tax revenue received. She noted that some of it was put into the money market account to receive a little more interest.

M. Redmond thanked S. Whiting, T. Choppy and G. Kirkpatrick for everything they have done throughout the year to keep the financial picture organized and in good shape.

On a MOTION by M. Redmond with a SECOND by C. Wijeyesinghe, the board unanimously approved the Financial Statement dated 31 October 2021 (Manual Disbursements \$36,881.79; Cash Disbursements/Accounts Payable \$69,101.39; Trust & Agency Disbursements/Salaries \$189,082.34; CapProject Fund/Hand-Drawn Checks \$0; Total: \$295,065.52).

#### PERSONNEL REPORT

The board reviewed the personnel report. G. Kirkpatrick said he was asking to fill a part-time page position.

On a MOTION by L. Scoons with a SECOND by C. Brancatella, the board unanimously approved new hires for the following vacancies, pending Civil Service approval:

- Library Page, part-time, permanent, 12.8 hours/week, \$12.50/hour or per contract

#### DIRECTOR'S REPORT

The board noted the director's report. Additional items:

- G. Kirkpatrick told the board he has received some feedback from community groups that meet at the library about scheduling upcoming meetings. Some of these groups are unable to get their usual times because those days have been blocked out by librarians who are hoping to hold indoor programs in the future. G. Kirkpatrick said that groups had been able to book rooms out 14 months in advance, but that was changed recently due to the pandemic and the new calendar software. M. Redmond asked if the tension would resolve with the end of the pandemic. G. Kirkpatrick said the issue has existed for some time but was most likely exacerbated by the pandemic. He said the demand for public meeting space has always competed with the programs the library is trying to provide for the public. M. Redmond asked if library programs were prioritized over longtime community group use. G. Kirkpatrick said library programs are given a priority but staff try to be sensitive to the community groups that are also trying to put their own programs in place. M. Redmond asked what direction the staff has been given when booking space. G. Kirkpatrick said that staff have always been able to hold rooms before the calendar is open to the public. M. Walsh noted that the policy before the pandemic has always been that library programs took precedence so the priority hasn't changed. C. Brancatella said that if the library were to give priority to a group that had been booking the same day every year for decades then others in

the community wouldn't have the opportunity. M. Redmond asked if the library has blocked out a room and then not held a program. G. Kirkpatrick said that has happened when program plans have fallen through. C. Wijeyesinghe asked who the public could contact if they had any questions or concerns. G. Kirkpatrick said they could email the calendar coordinator.

- The hallway exhibit spaces are slowly moving through the pandemic-related backlog, and once that happens the spaces will be bookable through the same calendar software used for reserving rooms.
- Trunk or Treat was a very successful collaboration with the town, bringing in 1,200 participants. C. Wijeyesinghe thanked the members of the Friends who helped out at the event, as well as the Halloween Storywalk. C. Brancatella said her family enjoyed the programs and treats. G. Kirkpatrick said those activities were examples of the successful kinds of collaborations the library is able to have with the Town of Bethlehem.
- Overall circulation is approaching pre-pandemic levels, but the door count remains about half of what it once was. Afternoons used to be much busier at the library with tutors and other activity, but now the busier times tend to be in the mornings.
- Downloadable materials are still seeing a lot of use.
- G. Kirkpatrick said that about 12% of circulation is being done through curbside pickup, a level that has remained steady for some time and seems to indicate how the service will be used post-pandemic.

## UHLS REPORT

L. Scoons said the meeting would be taking place later in the week. She said most of the discussion would probably focus on the central library budget approval.

## NEW BUSINESS

### *New York State retirement invoice*

G. Kirkpatrick said there is a small discount if the retirement invoice is paid before Dec. 15.

On a MOTION by C. Wijeyesinghe with a SECOND by M. Redmond, the board unanimously approved payment of the New York State retirement invoice in the amount of \$316,827.

### *Staff Development Day*

The library did not hold a Staff Development Day in 2020 but will be holding a hybrid one this December with virtual training and boxed lunches. G. Kirkpatrick said the morning speaker would discuss microaggressions and implicit bias. There would also be a state of the library address as well as mandatory yearly training and a mental health presentation by EAP in the afternoon. The library will be closed the entire day. C. Brancatella said that in the past the board has provided treats for the event to demonstrate their appreciation and asked if there might be something the board wants to do this year. G. Kirkpatrick said that board members are welcome to attend any of the day's sessions.

### *Other new business*

No other new business.

## OLD BUSINESS

### *Long range plan/process update*

H. Narang had suggested administration prioritize the bigger ticket items on the services draft so the committee could focus on those topics. G. Kirkpatrick said he would schedule the next committee meeting.

*Building committee/process update*

The board discussed what the process for the next construction project should be and whether the library wanted to put out an RFP for designs or sit down with a couple of interested parties. M. Redmond said that the board learned from the HVAC project that they might want to bring in the construction and the design side so there can be a conversation about what works from the very beginning. They talked about the potential benefits of using a design/build firm, as well as when a construction manager should get involved.

The board noted that while the long range building planning process provided schemes but not actual designs, it helped the board frame the discussion for what they'd like to see. G. Kirkpatrick said that part of the interviewing process for the architect should include questions about how they would communicate with and engage the public.

C. Brancatella noted that the board has not yet presented a plan to the public because there was not yet a plan or costs to present. The library was still in the process of going over some conceptual ideas.

*Other old business*

M. Redmond asked how the expense of a debt service bond would relate to the 2% tax cap. G. Kirkpatrick said that if the library were to seek a bond, the board would have to vote with a super majority to put it out to the public, where it would then need to be approved by a simple majority vote.

## FUTURE BUSINESS

*Fines*

An ad hoc committee met to discuss fines and review some of the data prepared by C. Stollar Peters. H. Narang asked if the committee was waiting for additional data before making a recommendation. C. Wijeyesinghe said the group just wanted a little more time to think about all of the data. C. Brancatella mentioned a presentation about the importance of childhood literacy and how fines affect lower income families. The ad hoc committee plans to meet again for further discussion.

## PUBLIC PARTICIPATION

No public participation at this time.

## EXECUTIVE SESSION

On a MOTION by H. Narang with a SECOND by M. Redmond, the board adjourned to executive session at 7:14pm to discuss the employment history of a particular individual.

On a MOTION by C. Wijeyesinghe with a SECOND by C. Brancatella, the board adjourned executive session at 7:28pm; no action was taken.

## ADJOURNMENT

On a MOTION by C. Wijeyesinghe with a SECOND by H. Narang, the board adjourned the regular meeting at 7:29pm.

Prepared by  
Kristen Roberts, recording secretary

Cosigned by  
M. Kissinger, board president

## **Treasurer's Report December 2021**

### Revenue and Expense Report

Overall, expenses are on track at this point in the year, however there are some variations among various expense lines. Longevity payments were made in November instead of December, per the terms of the contract, adding about 1.5% or \$25,000 in expenses. However, salaries are still tracking about 3% under budget due to a few open positions. Library materials are underbudget by about 15%, and we have not spent very much of the capital expenditures or contingency budget.

There continues to be no change in interest rates and I see no opportunity for better returns than what we are currently receiving.

Sharon Whiting CPA  
District Library Treasurer

## BETHLEHEM PUBLIC LIBRARY

## CASH &amp; INVESTMENTS SUMMARY

AS OF 11/30/21

SUMMARY OF CASH ACTIVITY
--------------------------

ACCOUNT	CASH BALANCE	RECEIPTS	DISBURSEMENTS	TRANSFERS	CASH BALANCE
	10/31/2021				11/30/2021
TD Bank General Fund	2,010,075.77	137,992.70	(494,763.32)	(146,287.54)	1,507,017.61
TD Bank Payroll	-		(146,287.54)	146,287.54	-
TD Bank Money Market	4,827,835.89	396.81	-	-	4,828,232.70
TD Bank Capital Project Fund	-	-	-	-	-
Key Bank Checking	12,172.04	2,844.31	(118.66)	-	14,897.69
TOTAL:	<u>6,850,083.70</u>	<u>138,389.51</u>	<u>(641,050.86)</u>	<u>-</u>	<u>6,350,148.00</u>

INVESTMENTS
-------------

None

Checks outstanding greater than 90 days old:

General Fund cash balance includes \$ 18,050.00 of Storch Fund money

## BETHLEHEM PUBLIC LIBRARY

## REVENUE &amp; EXPENSE REPORT

## 5 MONTHS ENDED 11/30/21

## FISCAL YEAR 2021-2022

	ANNUAL BUDGET 2021-2022	YTD ACTUAL 5 MO. ENDED 11/30/2021	Percent YTD 11/30/2021	ANNUAL BUDGET 2020-2021	YTD PRIOR 5 MO. ENDED 11/30/2020	Percent YTD 11/30/2020
<b>REVENUE</b>						
Real Property Taxes	4,172,563	4,101,158	98.3%	4,172,563	4,051,336	97.1%
PILOT	219,570	219,916	100.2%	211,637	212,436	100.4%
Fines	15,000	8,703	58.0%	28,000	673	2.4%
Interest on Deposits	7,500	1,565	20.9%	30,000	2,982	9.9%
Lost Book Payments	-	3,561	0.0%	-	722	0.0%
Sale of Books	5,000	-	0.0%	5,000	-	0.0%
Gifts and Donations, Misc	2,000	978	48.9%	1,000	1,470	147.0%
Photocopier	7,500	2,251	30.0%	7,500	-	0.0%
State Aid	23,170	21,961	94.8%	24,000	-	0.0%
Grants	-	-	0.0%	-	-	0.0%
Miscellaneous Income	-	154	0.0%	-	-	0.0%
<b>Total Revenue</b>	<b>4,452,303</b>	<b>4,360,247</b>	<b>97.9%</b>	<b>4,479,700</b>	<b>4,269,620</b>	<b>95.3%</b>
<b>EXPENSES</b>						
Salaries	2,344,152	926,950	39.5%	2,363,565	869,777	36.8%
Retirement	323,103	316,827	98.1%	291,089	287,751	98.9%
Health Insurance	307,889	120,706	39.2%	310,433	118,287	38.1%
Other Benefits	209,759	87,759	41.8%	201,213	86,742	43.1%
Subtotal Salaries & Benefits	3,184,903	1,452,242	45.6%	3,166,300	1,362,557	43.0%
Library Materials - Print	292,000	81,341	27.9%	302,500	96,082	31.8%
Library Materials - Electronic & Audio	269,000	70,156	26.1%	284,000	109,600	38.6%
Subtotal Library Material	561,000	151,497	27.0%	586,500	205,683	35.1%
Operations	571,400	206,154	36.1%	601,900	215,240	35.8%
Capital Expenditures	100,000	12,497	12.5%	125,000	-	0.0%
Contingency	35,000	-				
<b>Total Expenses</b>	<b>4,452,303</b>	<b>1,822,389</b>	<b>40.9%</b>	<b>4,479,700</b>	<b>1,783,480</b>	<b>39.8%</b>



## BETHLEHEM PUBLIC LIBRARY

## EXPENSES REPORT - DETAIL

5 MONTHS ENDED 11/30/21

FISCAL YEAR 2020-2021

Account Name	ANNUAL BUDGET 2021-2022	YTD ACTUAL 5 MO. ENDED 11/30/2021	Percent YTD 11/30/2021	ANNUAL BUDGET 2020-2021	YTD PRIOR 5 MO. ENDED 11/30/2020	Percent YTD 11/30/2021
<b>Salaries &amp; Benefits</b>						
Salaries-Librarians	1,203,711	485,569	40.3%	1,197,064	422,575	35.3%
Salaries-Support Staff	976,846	377,435	38.6%	996,099	383,936	38.5%
Salaries-Custodians	163,595	63,947	39.1%	170,402	63,266	37.1%
<b>Subtotal Salaries</b>	<b>2,344,152</b>	<b>926,950</b>	<b>39.5%</b>	<b>2,363,565</b>	<b>869,777</b>	<b>36.8%</b>
Retirement	323,103	316,827	98.1%	291,089	287,751	98.9%
Health Ins.	307,889	120,706	39.2%	310,433	118,287	38.1%
SocSec/Medicare	179,359	68,919	38.4%	180,813	65,588	36.3%
Worker's Comp.	19,000	16,845	88.7%	19,000	15,989	84.2%
Unemployment	10,000	-	0.0%	-	3,843	0.0%
Disability Ins.	1,400	1,995	142.5%	1,400	1,322	94.4%
<b>Subtotal Salaries &amp; Benefits</b>	<b>3,184,903</b>	<b>1,452,242</b>	<b>45.6%</b>	<b>3,166,300</b>	<b>1,362,557</b>	<b>43.0%</b>
<b>Library Materials</b>						
Adult books	171,000	55,176	32.3%	171,000	69,333	40.5%
Periodicals	18,000	100	0.6%	24,000	90	0.4%
YS Books	85,000	22,410	26.4%	85,000	24,506	28.8%
Special Collections	18,000	3,655	20.3%	22,500	2,153	9.6%
<b>Subtotal Print Materials</b>	<b>292,000</b>	<b>81,341</b>	<b>27.9%</b>	<b>302,500</b>	<b>96,082</b>	<b>31.8%</b>
Audiobooks	25,000	5,201	20.8%	30,000	11,349	37.8%
E-Collections	156,000	50,923	32.6%	156,000	74,644	47.8%
Electronic Resources	28,000	-	0.0%	28,000	-	0.0%
YS Audiobooks	7,000	598	8.5%	5,000	4,529	90.6%
YS Media	5,000	1,885	37.7%	7,000	2,185	31.2%
AS Media	48,000	11,548	24.1%	58,000	16,894	29.1%
<b>Subtotal Electronic &amp; Audio</b>	<b>269,000</b>	<b>70,156</b>	<b>26.1%</b>	<b>284,000</b>	<b>109,600</b>	<b>38.6%</b>
<b>Subtotal Library Materials</b>	<b>561,000</b>	<b>151,497</b>	<b>27.0%</b>	<b>586,500</b>	<b>205,683</b>	<b>35.1%</b>
<b>Operations</b>						
Copiers and supplies	18,000	2,800	15.6%	20,000	1,642	8.2%
Office supplies	20,000	5,821	29.1%	14,000	10,112	72.2%
Custodial supplies	26,000	3,234	12.4%	22,000	6,544	29.7%
Postage	20,000	5,331	26.7%	20,000	6,390	31.9%
Printing & Marketing	38,000	7,653	20.1%	35,000	5,251	15.0%
Van lease & oper.	4,000	190	4.8%	4,000	119	3.0%
Gas and Electric	50,000	25,608	51.2%	60,000	16,746	27.9%
Telecommunications	18,000	5,074	28.2%	18,000	4,931	27.4%
Water	3,000	1,017	33.9%	2,700	941	34.9%
Taxes-sewer & water	3,400	-	0.0%	3,700	-	0.0%
Refund property taxes	10,000	1,307	13.1%	20,000	-	0.0%
Prof. Services	30,000	10,340	34.5%	30,000	14,945	49.8%
Contract Services	42,000	21,409	51.0%	42,000	1,692	4.0%
Insurance	29,000	26,749	92.2%	29,000	23,502	81.0%
Bank Fees	-	529	0.0%	-	-	0.0%
Travel/Conference	3,000	1,350	45.0%	8,000	719	9.0%
Memberships	3,000	1,768	58.9%	3,000	2,012	67.1%
Special Programs	35,000	5,836	16.7%	43,000	5,446	12.7%
Furniture & Equipment	40,000	3,858	9.6%	50,000	27,398	54.8%
IT Hardware & Software	42,000	10,531	25.1%	42,000	23,196	55.2%
Bld & Grnd. Repair	40,000	7,965	19.9%	40,000	3,402	8.5%
Furn/Equip Repair	2,000	197	9.8%	2,000	-	0.0%
Miscellaneous	4,000	4,751	118.8%	3,500	6,385	182.4%
Audit Service	24,000	11,700	48.8%	24,000	16,500	68.8%
Accounting Service	15,000	14,010	93.4%	15,000	13,175	87.8%
UHLAN fees	52,000	27,125	52.2%	51,000	24,193	47.4%
<b>Subtotal Operations</b>	<b>571,400</b>	<b>206,154</b>	<b>36.1%</b>	<b>601,900</b>	<b>215,240</b>	<b>35.8%</b>
Capital Expenditures	100,000	12,497	12.5%	125,000	-	0.0%
Contingency	35,000	-	0.0%	-	-	0.0%
<b>TOTAL</b>	<b>4,452,303</b>	<b>1,822,389</b>	<b>40.9%</b>	<b>4,479,700</b>	<b>1,783,480</b>	<b>39.8%</b>

**BETHLEHEM PUBLIC LIBRARY****DISBURSEMENTS SUMMARY**

CHECKS DISBURSED IN NOVEMBER 2021 BASED ON PRE-APPROVAL	\$	358,126.06
CHECKS DISBURSED IN NOVEMBER 2021 RELATING TO PAYROLL	\$	213,823.41
CHECKS BEING SUBMITTED FOR APPROVAL	\$	44,810.36
CHECKS BEING SUBMITTED FOR APPROVAL - CAPITAL PROJECT FUND	\$	-

# BETHLEHEM PUBLIC LIBRARY

## Check Warrant Report For A - 19: MANUAL DISB (NOV 21) For Dates 11/1/2021 - 11/30/2021



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
39978	11/10/2021	1424	AFLAC NEW YORK		363.32
39979	11/10/2021	1833	BLUESHIELD OF NORTHEASTERN NY		13,413.42
39980	11/10/2021	2083	CATHERINE PETERS	220215	184.52
39981	11/10/2021	2087	CITIBANK	220201	229.00
39982	11/10/2021	730	NYS EMPLOYEES RETIREMENT SYSTE	220207	316,827.00
39983	11/10/2021	559	STATE INSURANCE FUND	220206	230.40
39984	11/10/2021	1607	VERIZON BUSINESS FIOS	220004	199.99
39985	11/10/2021	1607	VERIZON BUSINESS FIOS	220004	100.78
39986	11/10/2021	2137	WEX BANK	220006	70.74
39990	11/18/2021	2087	CITIBANK	220213	968.49
39991	11/18/2021	1570	NATIONAL GRID		4,622.83
39992	11/29/2021	1424	AFLAC NEW YORK		363.32
39993	11/29/2021	1831	CDPHP UNIVERSAL BENEFITS, INC.		15,971.27
39994	11/29/2021	720	MVP HEALTH PLAN, INC.		4,325.79
39995	11/29/2021	2061	UNITED HEALTHCARE INSURANCE CO		134.41
39996	11/29/2021	1607	VERIZON BUSINESS FIOS	220004	120.78
<b>Number of Transactions: 16</b>				<b>Warrant Total:</b>	<b>358,126.06</b>
				<b>Vendor Portion:</b>	<b>358,126.06</b>

### Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, \_\_\_\_\_ in number, in the total amount of \$ \_\_\_\_\_. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

\_\_\_\_\_

Date
Signature
Title

# BETHLEHEM PUBLIC LIBRARY

## Check Warrant Report For A - 18: TRUST & AGENCY (NOV 21) For Dates 11/1/2021 - 11/30/2021



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
39975	11/15/2021	712	CIVIL SERVICE EMPL ASSOC INC.		887.41
39976	11/15/2021	1679	METLIFE-TSA CONTRIBUTIONS		100.00
39977	11/15/2021	711	SCHOOL SYSTEMS FED CREDIT UNION		170.00
39987	11/30/2021	712	CIVIL SERVICE EMPL ASSOC INC.		875.81
39988	11/30/2021	1679	METLIFE-TSA CONTRIBUTIONS		100.00
39989	11/30/2021	711	SCHOOL SYSTEMS FED CREDIT UNION		170.00
100607	11/15/2021	709	BPL SPECIAL PAYROLL ACCOUNT		63,706.16
100608	11/15/2021	710	NYS INCOME TAX BUREAU		3,655.21
100609	11/15/2021	1946	IRS - PAYROLL TAX PMT		21,010.93
100610	11/15/2021	2003	NEW YORK STATE DEFERRED		1,367.99
100611	11/30/2021	709	BPL SPECIAL PAYROLL ACCOUNT		82,579.38
100612	11/30/2021	710	NYS INCOME TAX BUREAU		5,293.93
100613	11/30/2021	730	NYS EMPLOYEES RETIREMENT SYSTE		2,772.12
100614	11/30/2021	1946	IRS - PAYROLL TAX PMT		29,597.15
100615	11/30/2021	2003	NEW YORK STATE DEFERRED		1,537.32

**Number of Transactions: 15**

**Warrant Total: 213,823.41**

**Vendor Portion: 213,823.41**

### Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, \_\_\_\_\_ in number, in the total amount of \$\_\_\_\_\_. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

\_\_\_\_\_  
Date Signature Title

**BETHLEHEM PUBLIC LIBRARY****Check Warrant Report For A - 20: BILL SCHEDULE (DEC 21) For Dates 12/14/2021 - 12/14/2021**

Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
39997	12/14/2021	2099	4IMPRINT, INC.	220184	405.97
39998	12/14/2021	30	ALBANY PUBLIC LIBRARY-MAIN BR	220252	83.83
39999	12/14/2021	2334	ALLEGRA MKTG C/O GLENN READ ENTERPRISES LLC	220247	508.58
40000	12/14/2021	1009	AMAZON CREDIT PLAN	220235	4,850.51
40001	12/14/2021	61	AQUASCAPE DESIGNS LLC	220000	70.00
40002	12/14/2021	77	BAKER & TAYLOR , INC.	220222	7,956.86
40003	12/14/2021	1186	BAKER AND TAYLOR ENTERTAINMENT	220221	119.16
40004	12/14/2021	719	BETHLEHEM CENTRAL SCHOOL DIST	220219	15.82
40005	12/14/2021	117	CAPITAL EAP C/O FAMILY & CHILDREN'S SERVICE OF CAP REG INC.	220258	553.13
40006	12/14/2021	1220	DEMCO, INC	220135	769.13
40007	12/14/2021	1991	EASTERN MANAGED PRINT NETWORK LLC	220009	245.00
40008	12/14/2021	2155	EDWARD C. MANGIONE LOCKSMITHS, INC.	220250	12.00
40009	12/14/2021	1674	FINDAWAY	220237	603.64
40010	12/14/2021	1986	FIRSTLIGHT FIBER	220001	196.15
40011	12/14/2021	2170	FRIENDS OF HILDENE	220217	200.00
40012	12/14/2021	316	JOHNSON CONTROLS INC	220249	2,007.00
40013	12/14/2021	2322	KANOPY INC.	220257	2,308.00
40014	12/14/2021	2246	LANGUAGE SERVICES ASSOCIATES, INC.	220005	500.00
40015	12/14/2021	2261	LIBRARY IDEAS, LLC	220246	511.40
40016	12/14/2021	2313	MARVIN AND COMPANY, P.C.	220229	4,875.00
40017	12/14/2021	1024	MIDWEST TAPE LLC	220245	2,257.60
40018	12/14/2021	404	NEW YORK LIBRARY ASSOC	220220	229.00
40019	12/14/2021	2121	NYSPP	220191	144.00
40020	12/14/2021	1823	OVER DRIVE INC.	220218	9,111.01
40021	12/14/2021	458	PITNEY BOWES INC	220193	95.18
40022	12/14/2021	478	QUILL.COM	220192	91.20
40023	12/14/2021	2058	RENSSELAER PUBLIC LIBRARY	220262	25.00
40024	12/14/2021	505	ROEMER WALLENS GOLD & MINEAUX	220260	2,856.15
40025	12/14/2021	2282	ROGER HELD PIANO SERVICE	220238	100.00
40026	12/14/2021	2038	STAPLES BUSINESS ADVANTAGE	220022	109.17
40027	12/14/2021	2154	STERICYCLE, INC.	220013	20.51
40028	12/14/2021	2340	T-MOBILE	220015	133.00
40029	12/14/2021	1774	TELEVEND SERVICES, INC.	220228	99.65
40030	12/14/2021	2296	THE WILD CENTER	220227	440.00
40031	12/14/2021	1161	TOWN OF BETHLEHEM	220259	447.22
40032	12/14/2021	2328	UNIFIRST CORPORATION	220017	183.66
40033	12/14/2021	632	UPPER HUDSON LIBRARY SYSTEM	220224	301.32
40034	12/14/2021	1968	VERIZON WIRELESS	220003	100.49
40035	12/14/2021	746	VOORHEESVILLE PUBLIC LIBRARY	220205	19.99
40036	12/14/2021	645	W W GRAINGER INC	220007	953.04
40037	12/14/2021	1884	W.B. MASON CO., INC.	220194	294.00
40038	12/14/2021	1593	WILLIAM K. SANFORD LIBRARY	220208	7.99

# BETHLEHEM PUBLIC LIBRARY

Check Warrant Report For A - 20: BILL SCHEDULE (DEC 21) For Dates 12/14/2021 - 12/14/2021



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
Number of Transactions: 42				Warrant Total:	44,810.36
				Vendor Portion:	44,810.36

### Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, \_\_\_\_\_ in number, in the total amount of \$\_\_\_\_\_. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

\_\_\_\_\_  
Date Signature Title

December 13, 2021 - Board of Trustee Meeting												
Personnel Report												
Title	Dept.	Current Hours to be Approved	Former Hours, if Changed	Salary/Rate	Previous Incumbent	End Date	BOT Approved to Fill	Status	Name	Start Date	Type	
<b>Previously Approved to Fill</b>												
Library Clerk PT	Circulation Services	15 hrs/wk		\$14.17/hour or per contract	E. Sullivan	8/24/2020	9/14/2020					
Library Clerk PT	Public Services	19 hrs/wk		\$14.17/hour or per contract	A. Greenwood	10/21/2020	11/9/2020					
Library Clerk PT	Circulation Services	15 hrs/wk		\$14.17/hour or per contract	E. Romero	2/28/2021	3/8/2021					
Library Page PT	Collection Maintenance	9.8 hrs/wk		\$12.50/hour	K. Smith	12/2/2020	12/14/2020					
Librarian II FT	Public Services	35 hrs/wk		\$63,207/annual or per contract	C. Brenner	8/31/2021	8/9/2021					
Library Clerk PT	Circulation Services	15 hrs/wk		\$14.17/hour or per contract	A. Russo	8/15/2021	10/12/2021					
Librarian 1 FT	Public Services	35 hrs/wk		\$54,440/annual or per contract	V. Russo	11/16/2021	10/12/2021	Filled	S. Berg	11/29/2021	Hire	
Librarian 1 FT - Temporary *	Public Services	35 hrs/wk		\$54,440/annual or per contract	N/A	N/A	10/12/2021					
Library Page PT	Collection Maintenance	12.8 hrs/wk		\$12.50/hour	M. Samonte	11/16/2021	11/8/2021	Filled	H. Voorhaart	11/29/2021	Hire	
<b>Action Requested</b>												
Library Page PT	Collection Maintenance	12.8 hrs/wk		\$12.50/hour	L. Graf	11/30/2021						
<b>Positions Held</b>												
None												
* Temporary; until ACCS lifts hold on filling Librarian II positions.												

## **Director's Report December 2021**

### **Staff Development Day**

After taking a hiatus in 2020, the library held Staff Development Day on December 3. The event was held using a hybrid model with all staff attending virtually, some from elsewhere and some from the library building. Dr. Diane Goodman presented on implicit bias and microaggressions. These topics were chosen via staff survey from a list of selections focusing on diversity and inclusion. We also held the required annual Right to Know training, as well as the outcomes of the NYS safety program. I presented briefly on the forthcoming implementation of two-factor authentication for all staff accounts and the necessity of strong passwords. We took a deep dive into library statistics with the annual State of the Library presentation. Finally, we ended the day with a friendly Name that Book competition, where staff members tried to identify titles and authors of book covers with the words removed. The books centered on the theme of celebrating diversity, inclusion and own voices.

I want to personally thank the Trustees for providing the individually wrapped desserts for the day. Staff members were able to pick them up the day before the event, have them on the day of, or retrieve them over the weekend. The cookies and cupcakes were delicious.

I had some doubts about how well the virtual format of the day would work. We had 26 responses to the staff survey that went out at the end of the day. We asked if the day was useful or interesting. On a scale of 5, with 5 being very useful/interesting, the average response was 4.2.

### **COVID and Phased Reopening**

We have experienced a significant increase in the number of staff that are out for COVID-related reasons. We have had a few situations that required an updated understanding about how NYS Chapter 25 COVID leave applies to library employees. I appreciate the library's CSEA union in working with us to properly implement this leave at the library. The staff were informed at SDD that this type of leave may be available to them under the appropriate circumstances.

As more employees are unable to come to work, it may become increasingly difficult for the library to maintain all services and the current schedule. We will observe the guidelines put forth in our Phased Reopening Plan as we navigate the current increase in cases.

The main reason we would adjust hours would be if we were unable to field a sufficient team to staff the building.

### **Building and Grounds**

We have a tree removal scheduled for the Monday of the Board meeting. This tree is on the property line between the library and a neighbor and is in desperate need of removal. Fingers crossed it should be gone by the time of the Board Meeting.



## Public Services

Anne and Kate have started an audit of the adult fiction collection and discovered that only about 8.5% of that collection is by BIPOC authors. According to the training, a minimum of about 33% of any collection should have some form of diverse representation. They are still working on auditing that collection for representation in the following categories: LGBTQIA+, Religious, Disabilities/Mental Health. It was suggested in the Evaluating, Auditing, and Diversifying Your Collections training that we go through book-by-book to identify diversity. We will be able to compare the results of this evaluation with the results of computer-generated reports, to help decide how to evaluate the remainder of the collections.

Luke developed new Kindle and Libby instruction sheets with Kristen and Frank for the library website and to print-on-demand at the Information Desk. He is currently working on a similar set of instructions for Hoopla.

Libby Handout - <https://www.bethlehempubliclibrary.org/online-content-through-overdrive-and-libby/>

Kindle Handout - <https://www.bethlehempubliclibrary.org/online-content-through-overdrive-and-libby>

Frank worked with IT to make sure the SmartBoard in the Board room was available to the public again, adding two OPACs back along with getting the Epson FastFoto scanner set up in the studio. Frank is currently working on writing and evaluating the instructions we have for the equipment in the studio and adding it to the SharePoint page. There will also be a laminated copy in the studio itself. He has instructions for the VHS to DVD converter and Video Camera available and uploaded to SharePoint.

## Programs and Outreach

Luke offered the program Blockchain Basics: An Introduction to Cryptocurrency presented by Matthew Sevey, a software developer for Skynet Labs in Boston. The speaker led an in-depth discussion about cryptocurrencies such as Bitcoin and the blockchain technologies behind them. Matthew fielded dozens of questions from a very engaged Zoom audience of 72 participants.

Michael said he has done close to 100 Listening Parties since he started the series. His latest one featuring Laura Nyro was in the top 5 of all-time attendance, and half of those attending sent him emails saying how much they loved it.

Sarah held two virtual sessions of Crash Course: Consumer Reports to introduce patrons to the various ways to access CR content at BPL, spending the majority of the time on our Consumer Reports database online access. Twenty people participated in these informational sessions. Sarah received a lot of positive feedback in the chat during the sessions, along with additional comments, such as: "I just want to say Sarah did an outstanding job on the CR presentation." "How lucky we are to have access to this feature and a superb introduction to using this resource." "Thank you so very much, Sarah!"

Sarah also oversaw this year’s American Red Cross Blood Drive. There were 63 appointments scheduled with 52 people actually attending. The Red Cross staff was very happy with the turnout for the drive and would like to partner with us again in the future.

Mary is currently working on a Humanities NY grant to have Giacomo Calabria (a community favorite) return for another series in the spring. He would do a four-part series with Coffee & Conversation.

Mary oversaw the Coffee & Conversation: Historic Cherry Hill Presents “The Knapp Family.” Cherry Hill always does a great job when they do presentations; there’s so much detail. Attendees enjoyed the program and were reminded that the library offers a museum pass for Historic Cherry Hill.

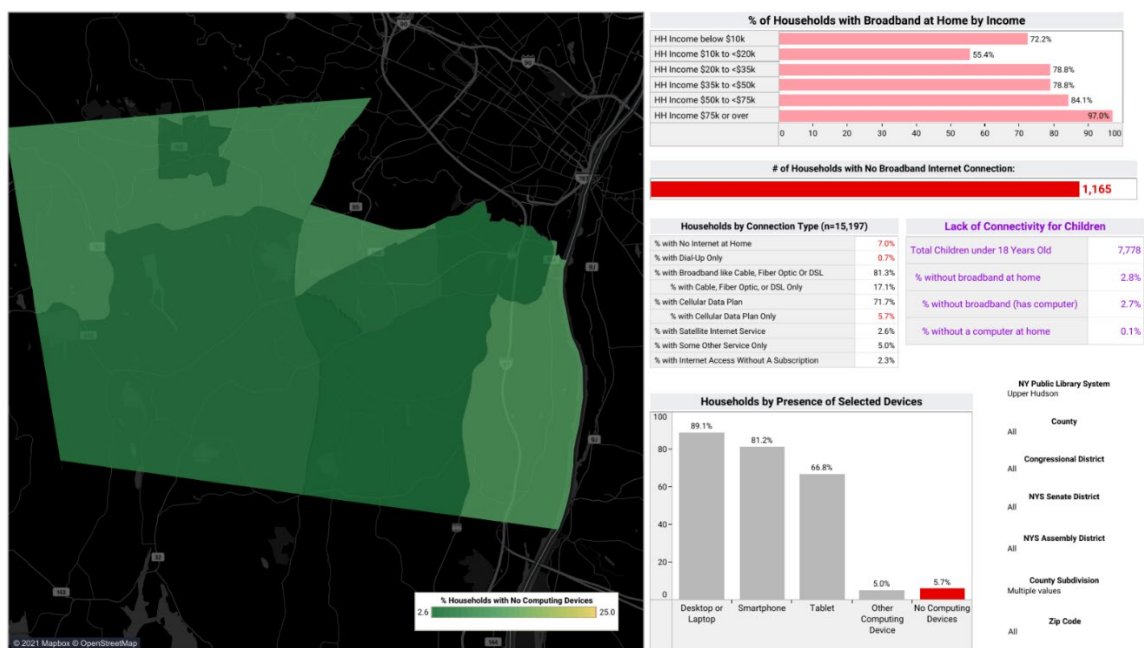
### Circulation and Technical Services

Automatic renewals could be starting in coming months. There is discussion at the Director’s Association with a recommendation from AAC. It can be an opt-in process for interested libraries and the only complicating factor is the number of loan rules to create and manage in the system, as well as potential patron confusion if some items are renewed and others are not. Items that cannot be renewed would not be renewed (due to holds or format like museum passes or library of things items).

The New York State Digital Equity Portal was launched in recent months:

<https://blogs.cornell.edu/nysdigitalequity/home/>

It has great information on digital access in our district (the image below includes the Town of Bethlehem and the Town of New Scotland.) What is most compelling is the number of households with No Broadband Internet Connection: around 1,100.



## **Continuing Education and Committee Work**

Frank

Participated in the CDLC CORS committee meeting. Working groups were assigned and the future of the committee was discussed. There was some discussion on how to increase participation & whether or not the committee might function better as an interest group were people could come and go based the topic being discussed. For now, the committee will move forward as it has.

Kate

Completed the Library Journal Training - Evaluating, Auditing and Diversifying Your Collections.

Participated in the Librarians and Autism Webinar sponsored by CLRC. The presenter Dan Weiss, one of the founding members of the organization Libraries and Autism gave a quick webinar presentation about customer service and programming to engage individuals and families of individuals with autism spectrum disorder. His presentation began with a brief overview about ASD.

Luke

Viewed the webinar Six Super Simple Steps to Online Security – Nerdy Best Friend sponsored by CDLC, which provided a discussion of online security basics such and best practices with passwords, email, VPNs and mobile devices.

Geoff and Catherine attended the NYLA conference. Reports attached.

Geoffrey Kirkpatrick, Library Director

## NYLA Conference 2021

I am grateful for the opportunity to attend the NYLA conference We're ALL In! November 4 and 5, 2021 in Syracuse, New York. Among many notable sessions, I attended the following sessions:

### *A New Way to RAC* (November 4, 1:45-3:00pm)

New York State Librarian Lauren Moore presented a draft "Stakeholder Vision of the Best Future for NYS Libraries and Their Communities." Participants in this NYLA session were asked to comment on the draft. I greatly appreciated the opportunity to help craft such an important document. Suggestions that were presented during this session seek to integrate various library types in New York State though this document, update language to be inclusive and equitable, specify goals for the best future of libraries, and provide free access to digital and physical materials to the greatest extent possible.

### *The Diversity, Equity & Inclusion Toolbox* (November 4, 4:00-5:15pm)

Library administrators from Nassau and Suffolk County created a Diversity, Equity & Inclusion Toolbox available at <https://ncla.info/wp-content/uploads/2021/11/Diversity-Equity-Inclusion-Toolbox-10.28.21-2docx.pdf> and presented the toolbox at this session. I found the policy statement examples, questions about equity and representation to consider by members of the Board of Trustees, and a glossary of terms listed in this toolbox helpful in my understanding of how to incorporate equity and inclusion considerations in library administration.

An EDI policy statement could be as simple as:

"The Library's work on equity, diversity, and inclusion is an active process that requires continuous commitment to promote and enhance the well-being of our staff and community members. The library affirms Section B3: Diversity of the American Library Association Policy Manual:

*The American Library Association (ALA) promotes equal access to information for all persons and recognizes the ongoing need to increase awareness of and responsiveness to the diversity of the communities we serve. ALA recognizes the critical need for access to library and information resources, services, and technologies by all people, especially those who may experience language or literacy-related barriers; economic distress; cultural or social isolation; physical or attitudinal barriers; racism; discrimination on the basis of appearance, ethnicity, immigrant status, religious background, sexual orientation, gender identity, gender expression; or barriers to equal education, employment, and housing.*

*Libraries can and should play a crucial role in empowering diverse populations for full participation in a democratic society. In order to accomplish this, however, libraries must utilize multivariate resources and strategies. In the library workforce, concrete programs of recruitment, training, development, advancement and promotion are needed in order to increase and retain diverse library personnel who are reflective of*

*the society we serve. Within the American Library Association and in the services and operations of libraries, efforts to include diversity in programs, activities, services, professional literature, products and continuing education must be ongoing and encouraged.*

*Library Trustees [Not in] Legal Jeopardy (November 5, 11:00am-12:15pm)*

Presented by the Law Offices of Stephanie “Cole” Adams, this session was a fun and interactive way to provide guidance to library administrators and trustees on New York State laws for public libraries. She pointed attendees to:

- *Right from the Start: Responsibilities of Directors of Not-For-Profit Corporations* from the Office of the NYS Attorney General office: <https://www.charitiesnys.com/pdfs/Right-From-the-Start.pdf> This guide, although directed to not-for-profits had plenty of resources that apply to our work at the library.
- Check coverage of volunteers in insurance plan and create a volunteer letter to provide to volunteers when they start their service to the library. Make sure to remember that a volunteer’s duties cannot rely on volunteer showing up on time. A volunteer cannot supplant the work of employees.
- Check our Directors and Officers Insurance for coverage (annually) and see if training is part of our cost.
- We can add a rider to all service contracts requiring things like: all vendors must wear masks when entering the building, no idling provision for service vehicle.
- Messaging for all staff to internalize and repeat when dealing with angry patrons: “I am hearing this is important to you. I am writing this down. Let me make sure I have your contact information. When is a good time to contact you tomorrow?”

## Syracuse University iSchool Data Science Day

Running concurrent to the NYLA Conference, Syracuse University iSchool hosted a Data Science Day on November 4 and 5, 2021. I had the opportunity to attend a few sessions in person and online including: *Exploring What is Data Science & Analytics, What is Visual Analytics, Metadata & Analytics, and a Panel: Data Science in the Real World.*

This 24-hour day of data science contributed to my understanding of presenting data in software such as Tableau and the use of R and Python. Additionally, after the Metadata & Analytics session I was able to discuss the use of OpenRefine to develop automated methods to explore diversity audits for library materials in our collection.

I hope to work with members of public services to conduct diversity audits using these methods as they review our current collection and efforts in purchasing. We will additionally participate in demo of a diversity audit tool provide by CollectionHQ and Baker & Taylor on December 6, 2021 to discover vendor provided options for this work.

Submitted 12/7/2021

Catherine Stollar Peters

NYLA Conference 2021

Geoffrey Kirkpatrick

I was pleased that NYLA was successfully able to put on an in-person conference. This year the event took place in Syracuse on Thursday November 4<sup>th</sup> and Friday November 5<sup>th</sup>.

I arrived on Wednesday afternoon to set up a booth for the START NYLA Roundtable. The vendor floor was widely spaced with plenty of room in between vendors to assure appropriate social distance. Masks were required in the OnCenter along with temperature checks on the way in. I participated in the **NYLA Annual Meeting**. I presented on the Executive Director search and new bylaws were passed by the association.

I attended the **opening session** by Robert Kolker, author of the NY Times Bestseller *Hidden Valley Road*. He told the story of a family heavily impacted by mental illness. Of the 12 children in the family 6 of them developed schizophrenia. I was fascinated by his recounting of the family members' willingness to participate in research for the book. The story itself recounts the early and barbaric treatments used in treating mental illness. This family's sharing will definitely help decrease the stigma of mental illness and help inform treatment going forward.

#### **De-escalation and Library Security, a street perspective**

This session focused on The Onondaga County Public Library's new partnership with a local nonprofit to provide community engagement with patrons (not only security). The outcomes have resulted in fewer conflicts in the library because the organization hires local employees who reside in the community and feel strongly about their mission to reduce violence in their city. The trauma maps of the city were eye opening, particularly high concentration of gun violence in certain neighborhoods. The organization has also been hired by the mall, as they have experienced an increase in violence there as well.

There was not a huge applicability for our library but I appreciated the very locally focused practices, knowing the patrons, particularly the children and teens is key to their success.

My final session featured **Stephanie Cole Adams** an attorney from the Buffalo Area with an increasing expertise in library law. She is featured in the *As a Lawyer* newsletter that is distributed electronically through UHLS and CDLC locally. This session alone was worth the trip. She discussed library law using a "jeopardy" like format. I highly recommend having her in for trustee training via Zoom at some point in the future.

Key takeaways for me:

Trustees need to sign conflict of interest statement before appointment

NYS Charities bureau has training for trustees called "Right from the Start" - highly recommended

Have a volunteer letter to confirm what tasks volunteers will be doing. Volunteers ARE NOT allowed to perform tasks that are typically performed by library staff. – limited exceptions for things like our BCSD interns.

Insurance for volunteers, covered in General Liability?

Volunteers CAN NOT be conditioned to show up at any specific time, the library must be able to function without them.

D&O insurance can sometimes provide for training

Create a rider for vendor contracts that stipulates adherence to mask guidelines, sexual harassment policy, and patron conduct policy.

Now is the right time to go over the Collection Development Policy and Request for Reconsideration.

When staff get a threatening/hostile phone call or interaction use this simple response.

I can hear this is important to you. I am writing this down. What is your contact information?  
When is a good time for to get ahold of you? Someone will be in contact.

Do not react beyond that. Good for trustees as well. Employees do not have to accept abuse from patrons.

Make sure everyone knows about CPRLR 4509 privacy of library records. Only give records under subpoena or court order

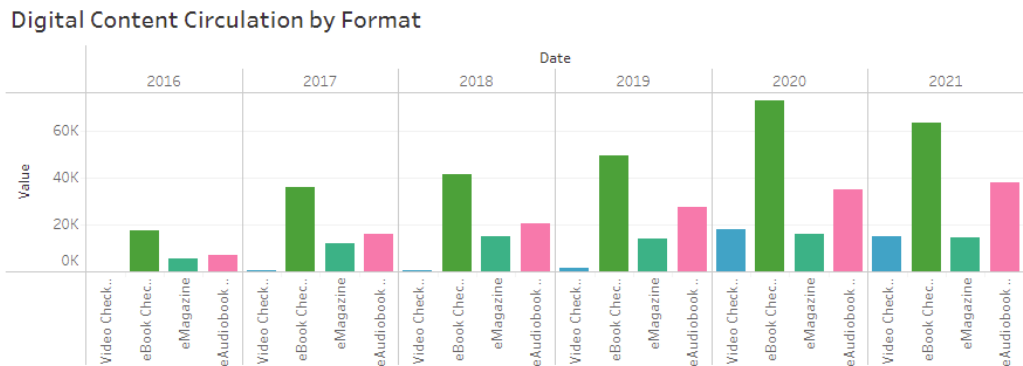
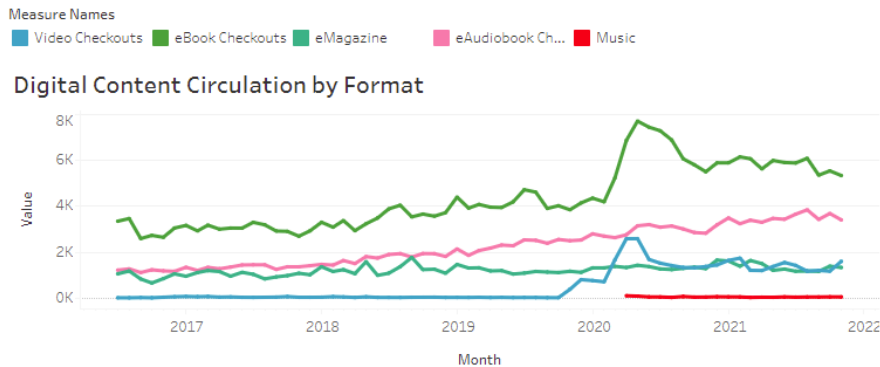
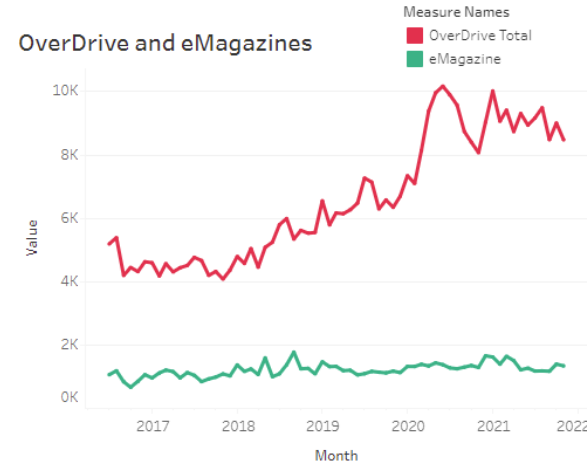
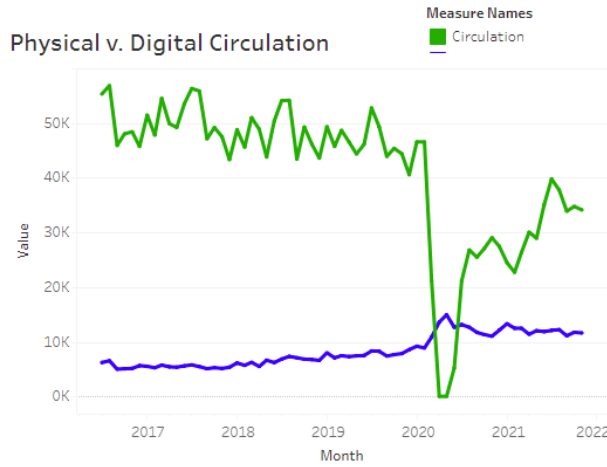
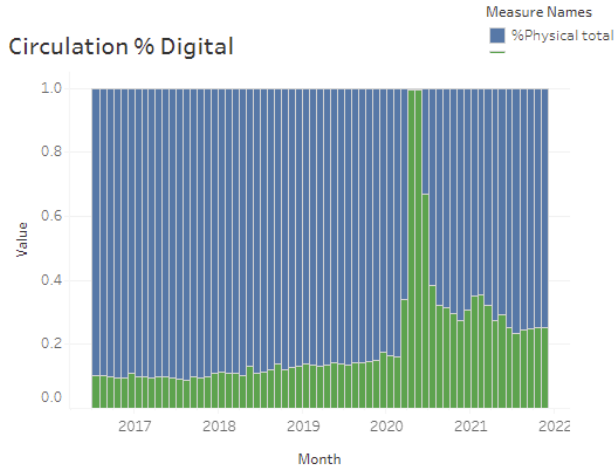
5 days to respond to a FOIL request.

The DONOR supplies the appraisal for valuable gifts.

Public copiers need plausible deniability for staff to know what is being copied in order for the library to invoke copyright protection.

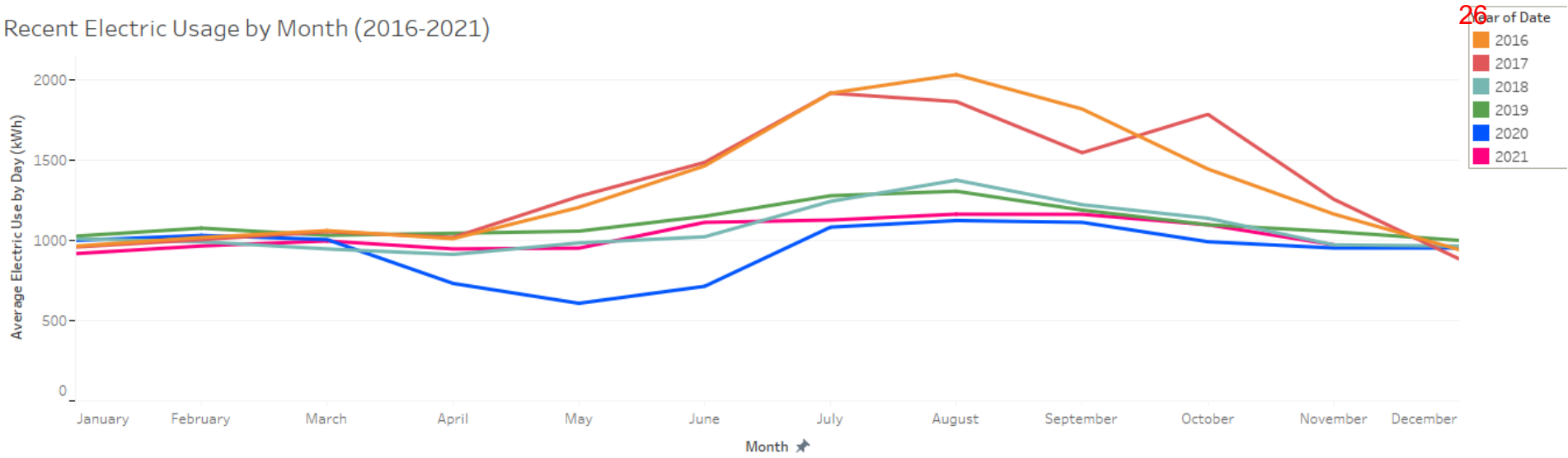
Library Collection				2020-21	Current Total
Adult fiction				27,576	27,677
Adult non-fiction				29,912	29,354
Adult audio				6,342	6,184
Adult video				8,146	8,320
Young adult fiction				5,372	5,265
Young adult nonfiction				492	545
Young adult audiobooks				418	418
Children's fiction				27,336	27,546
Children's non-fiction				15,910	15,959
Children's audiobooks				1,850	1,607
Children's video				1,961	1,615
OverDrive - UHLS Shared				100,026	106,100
e-magazines				3,582	2,575
Electronic (games, ereaders)				450	422
Total				229,373	233,587
Library Programs	Nov-21	Nov-20	% change	2020-21	F-Y-T-D
Programs	25	13	92.3%	211	178
Program attendance	350	154	127.3%	2,531	4,493
Outreach Programs	0	2	-100.0%	450	11
Outreach Attendance	0	23	-100.0%	1,357	3,858
Circulation	Nov-21	Nov-20	% change	2020-21	F-Y-T-D
Adult fiction	10,689	9,642	10.9%	122,358	59,236
Adult non-fiction	5,985	4,930	21.4%	62,005	30,821
Adult audio	4,138	3,305	25.2%	43,240	21,806
Adult video	6,548	5,192	26.1%	54,329	30,884
Adult magazines	1,545	1,723	-10.3%	19,130	7,497
Young adult fiction	1,262	1,348	-6.4%	18,086	8,211
Young adult nonfiction	83	123	-32.5%	1,303	590
Young adult audiobooks	209	206	1.5%	2,364	1,081
Young adult magazines	0	1	-100.0%	25	0
Children's fiction	10,765	9,635	11.7%	106,794	55,570
Children's non-fiction	2,689	2,334	15.2%	24,559	12,972
Children's audiobooks	912	738	23.6%	8,160	5,270
Children's video	552	539	2.4%	4,734	3,138
Children's magazines	0	15	-100.0%	91	1
Electronic (games, ereaders)	403	321	25.5%	2,772	2,076
Total	45,780	40,052	14.3%	469,949	238,476
Interlibrary Loan	Nov-21	Nov-20	% change	2020-21	F-Y-T-D
Borrowed from others	5,712	6,584	-13.2%	95,316	30,803
Loaned to others	4,206	5,338	-21.2%	64,417	22,278
Miscellaneous	Nov-21	Nov-20	% change	2020-21	F-Y-T-D
Visits to our home page	469,044	50,487	829.0%	483,316	1,571,720
Public use of meeting rooms	49	0	und	0	124
Public meeting attendance	612	0	und	0	1,331
Staff use & library programs	7	0	und	0	25
Study room sessions	217	0	und	0	885
Tech room/ Studio use	2	0	und	0	4
Door count	12,752	5,793	120.1%	41,521	62,818
Registered BPL borrowers	68	37	83.8%	562	428
Computer signups	738	42	1657.1%	860	3,497
Museum Pass use	77	14	450.0%	324	629
E-book use	5,321	5,484	-3.0%	73,602	28,121
E-audiobook use	3,391	2,850	19.0%	38,322	17,950
E-magazine use	1,324	1,274	3.9%	16,380	6,187
Streaming video use	1,592	374	325.7%	16,004	6,531
BCSD use via Overdrive	166	206	-19.4%	1,643	773
Equipment	39	89	-56.2%	1,379	1,094
Wireless Use	8,307	6,859	21.1%	75,484	43,875



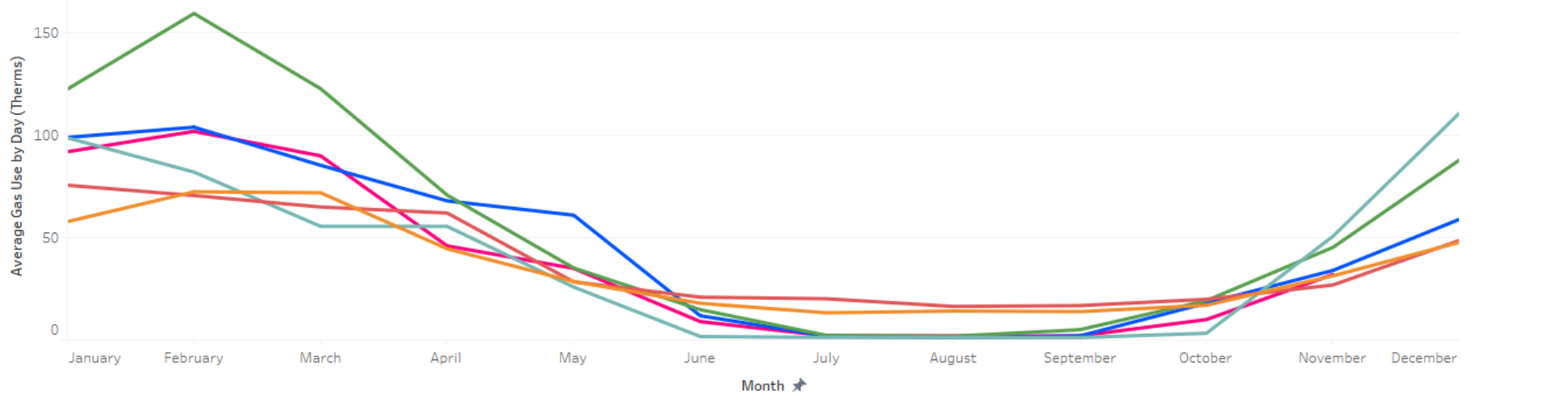


This chart and other State of the Library charts available at: <https://public.tableau.com/app/profile/catherine.stollar.peters>

Recent Electric Usage by Month (2016-2021)



Recent Gas Usage by Month (2016-2021)



**Jaeger & Flynn Associates, Inc.**

42 South Street  
Glens Falls, NY 12801  
5187920042  
sconard@jaegerflynn.com  
http://www.jaegerflynn.com



# INVOICE

**BILL TO**

Bethlehem Public Library  
Attn: Tracey McShane  
451 Delaware Ave.  
Delmar, NY 12054

**INVOICE #** 44377  
**DATE** 01/01/2022  
**DUE DATE** 01/11/2022

DESCRIPTION	QTY	RATE	AMOUNT
FSA/Dependent Care Account/Deductible Reimbursement Management Fee--2022 4.00ppm, 12 months. 4.00x12=48.00 per participant per year	12	48.00	576.00
In-Patient Hospital Administration Fee	1	250.00	250.00
Employee Navigator Annual Fee	1	250.00	250.00
COBRA and Benefit Enrollment Administrative Services	1	100.00	100.00
2022 Flex & HRA Funding (\$7,156.08 FSA & \$5,000 HRA)	1	12,156.08	12,156.08
2022 Retiree Fee Pre-funding (21 members * 12 months = 252 member months)	252	2.50	630.00
Less: 2019 Closeout Funding Surplus	1	-678.54	-678.54

Thank you for your business. Please remit the amount due by the date shown. Payment must be received by the end of each month in which invoiced in order to avoid interruption of services in the following month.

**BALANCE DUE**

**\$13,283.54**



Trane U.S. Inc.  
301 Old Niskayuna Road, Suite 1  
Latham, NY 12110  
Phone: (518) 785-1315  
Fax: (518) 785-4359

Dec 8, 2021

Kevin Coffey  
Bethlehem Public Library  
451 Delaware Ave  
DELMAR, NY 12054 U.S.A.

Site Address:  
Bethlehem Public Library  
451 Delaware Ave  
DELMAR, NY 12054  
United States

**ATTENTION:** Kevin Coffey

**PROJECT NAME:** Bethlehem Libray RTU 2 Coil Replacement

**SCOPE OF SERVICE**

- 1) Recover refrigerant from circuit.
- 2) Removal and disposal of existing coil.
- 3) Provide and install new coil.
- 4) Leak check, evacuate and charge unit with recovered refrigerant.
- 5) Top off refrigerant charge per factory specs.
- 6) Startup and verify proper operation.

**TOTAL PRICE:**.....\$ 11,378.00 USD

**OMNIA/US Communities Procurement # 15-JLP-023**

**CLARIFICATIONS**

- 1. Applicable taxes are not included and will be added to the invoice.
- 2. Any service not listed is not included.
- 3. Work will be performed during normal Trane business hours.
- 4. This proposal is valid for 30 days from Dec 8, 2021.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Scott Miller  
Account Manager

**COVID-19 NATIONAL EMERGENCY CLAUSE**

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic (“Covid-19 Pandemic”). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane’s performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane’s performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

**This agreement is subject to Customer’s acceptance of the attached Trane Terms and Conditions – Quoted Service.**

<p><b>CUSTOMER ACCEPTANCE</b></p> <p>_____</p> <p>Authorized Representative</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Purchase Order</p> <p>_____</p> <p>Acceptance Date</p> <p>Trane’s License Number:</p>
--

---

**TERMS AND CONDITIONS – QUOTED SERVICE**

**“Company” shall mean Trane U.S. Inc..**

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane’s performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

**1. Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon the Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company’s counter-offer will be deemed accepted. Customer’s acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services rendered by Company to the date of cancellation.

**4. Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer’s account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer’s right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

**5. Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer’s account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**6. Services Fees and Taxes.** Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company’s regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due.

**7. Payment.** Payment is due upon receipt of Company’s invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

**8. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

**9. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer’s request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

**10. Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

**11. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

**12. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

**THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO**

**13. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**14. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

**15. COVID-19 LIMITATION ON LIABILITY.** The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

**16. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

**17. Insurance.** Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

**18. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**19. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**20. Equal Employment Opportunity/Affirmative Action Clause.** Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**21. U.S. Government Contracts.** The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

**22. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0720)  
 Supersedes 1-10.48 (0919)





# NOTICE

BY NYS EXECUTIVE ORDER:



## MASKS ARE REQUIRED INSIDE THE LIBRARY

- This applies to all visitors age 2 and older regardless of vaccination status.
- Library staff will be enforcing this requirement.
- Disposable masks are available if needed.



# Storytime!

Practice early literacy skills in a fun and engaging way as we learn and grow together!

Visit our online calendar at [bethlehem.librarycalendar.com](http://bethlehem.librarycalendar.com) to find upcoming storytimes. Programs are currently virtual and registration is required.



518-439-9314 • [bethlehempubliclibrary.org](http://bethlehempubliclibrary.org)



# Storytime!

Practice early literacy skills in a fun and engaging way as we learn and grow together!

Visit our online calendar at [bethlehem.librarycalendar.com](http://bethlehem.librarycalendar.com) to find upcoming storytimes. Programs are currently virtual and registration is required.



518-439-9314 • [bethlehempubliclibrary.org](http://bethlehempubliclibrary.org)



# Storytime!

Practice early literacy skills in a fun and engaging way as we learn and grow together!

Visit our online calendar at [bethlehem.librarycalendar.com](http://bethlehem.librarycalendar.com) to find upcoming storytimes. Programs are currently virtual and registration is required.



518-439-9314 • [bethlehempubliclibrary.org](http://bethlehempubliclibrary.org)



# Storytime!

Practice early literacy skills in a fun and engaging way as we learn and grow together!

Visit our online calendar at [bethlehem.librarycalendar.com](http://bethlehem.librarycalendar.com) to find upcoming storytimes. Programs are currently virtual and registration is required.



518-439-9314 • [bethlehempubliclibrary.org](http://bethlehempubliclibrary.org)