



**Board of Trustees Meeting
Monday February 13, 2023 6:00 pm**

This meeting will be held in person in the Board Room
Watch here: <https://www.youtube.com/@bethlehempubliclibrary9609>

Public comments can be submitted here:
<https://www.bethlehempubliclibrary.org/about-us/contact-us/contact-the-director/>

Board packet information can be accessed here:
<https://www.bethpl.org/about-us/board-of-trustees/>

Agenda

- Call to order
- Public participation
- **Architect's presentation on building feasibility study**
- Review previous meeting minutes (p. 2-7)
- Financial report (p. 9-16)
 - Treasurer's update (p. 8)
- Personnel report (p. 17)
 - Personnel actions
- Director's report (p. 18-26)
- UHLS report
- New business
 - Draft 2022-23 library budget (p. 27-28)
 - Volunteer policy (p. 29-30)
 - Trane invoice (p. 31-36)
 - Plaza entry
 - Other new business
- Old business
 - Notary services – update (p. 37)
 - Donations/naming rights
 - Negotiations - update
 - Other old business
- Future business
- Public participation
- Executive session
- Adjournment

Next board meeting: March 13, 2023 6:00 pm

Next Friends of the Library meeting: February 20, 2023 6:30 pm

MINUTES OF THE BOARD OF TRUSTEES MEETING
 BETHLEHEM PUBLIC LIBRARY (BOARD ROOM) **DRAFT**
 Monday January 9, 2022

PRESENT: Caroline Brancatella
 Mark Kissinger
 Harmeet Narang (virtual)
 Sarah Patterson
 Lisa Scoons
 Michelle Walsh
 Charmaine Wijeyesinghe
 Sharon Whiting, library treasurer

Geoffrey Kirkpatrick, director
 Kristen Roberts, recording secretary

EXCUSED:

GUESTS: Tanya Choppy, accounts clerk
 Chris McGinty, assistant director
 Jennifer Crawford, confidential secretary
 John Edwards, Sage Engineering
 Susanne Angarano, Ashley McGraw Architects
 Brooke Williams, Ashley McGraw Architects
 DeAnna Hine, Ashley McGraw Architects
 Natalie Redmore, Ashley McGraw Architects
 Ed Keplinger, Keplinger Freeman Associates

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

PUBLIC PARTICIPATION

There was no public participation at this time.

ARCHITECT'S PRESENTATION ON BUILDING FEASIBILITY STUDY

S. Angarano said Ashley McGraw Architects had created an updated presentation based on board feedback from their last meeting.

B. Williams reviewed the goals and priorities for the discussion and said they would be introducing two hybrid designs that she hoped the board would be able to narrow down to a single idea they would like to pursue further. She reiterated the project purpose statement:

To position the Bethlehem Public Library as a community resource that is accessible to all, offering modern programming in a mindful environment that's nestled within the fabric of the community. Designed in a way that's welcoming, simple to navigate, modern, and adaptable to a variety of programs, both inside the library and throughout the site. Optimizing the library so that both patrons and staff have cohesive environments to suit their evolving needs, and to support the next generation of collaboration, discovery, and learning.

B. Williams said it was important to note that the diagrams presented were still only representational, and that further views and a 3D perspective would be forthcoming as they moved forward in the process. C. Wijeyesinghe said that it was her understanding that the board's goal was to have the library remain open during any potential construction process and to be mindful of the staging and messaging to the public.

B. Williams said that the architects had narrowed down the design options to two, but were able to incorporate some of the positive feedback from the other options as well. With the Activate Borthwick option, people liked the entrance visibility but worried about traffic confusion and congestion.

N. Redmore said the hybrid option moves the maintenance and delivery area to the back of the building with a dedicated service entrance. The number of parking spaces would increase from 117 to 150, with good access to both community and library space.

B. Williams said the Split the Middle hybrid does the best job addressing the distance from the building to parking while adding additional space for the collection and moving the book pickup traffic away from the main entrance.

N. Redmore said this version still has sightlines from Borthwick and building entrances on either side of the addition. B. Williams said this option included the removal of the mezzanine.

E. Keplinger explained the traffic flow of the Split the Middle hybrid and noted that the book dropoff/pickup area is serviced by a roundabout, which also includes an option to drop off patrons at the entrance. C. Wijeyesinghe asked if there would be opportunities for green space and landscaping throughout the parking area. E. Keplinger said there would be. C. Wijeyesinghe also asked if the Split the Middle design could be accomplished without removing the mezzanine. N. Redmore said there were options to remove or keep the mezzanine in both scenarios.

M. Walsh said she liked the Split the Middle hybrid but was hoping to see more public space as that was something mentioned in community surveys. L. Scoons asked if it would be possible to extend the addition toward the Green for more space. B. Williams said that auditorium space for both options would be similar once the interior is configured. C. Wijeyesinghe said she was concerned about creating a space that was too big that could not be accommodated with parking, creating conflict with the neighbors. B. Williams said the public space is being envisioned as more of a multi-use environment and not one big auditorium. C. Brancatella said she loves the idea of a traffic circle but knows that it can be kind of divisive in this community. G. Kirkpatrick and L. Scoons said they liked the idea of simplifying the parking lot with one entry and exit point.

B. Williams noted that the entrance is closer to the parking lot in both options, but they also both eliminate the long interior walk currently through the lobby to the library proper.

M. Kissinger said he liked the Split the Middle hybrid but asked the architects what the downsides were. M. Walsh noted the cost of removing the mezzanine could be a downside. B. Williams said the mezzanine removal would primarily address the interior experience, but the architects could look at options where it remains. The board agreed that the Split the Middle hybrid design is the one they would like to focus on refining but "cost would be a driving factor," according to M. Kissinger. G. Kirkpatrick said he felt the concept best addresses the entrance's proximity to the parking lot.

M. Kissinger asked when cost estimates would be introduced to the discussion. B. Williams said the next step is refining the chosen options with more details and 3D views, followed by a cost analysis. She said the final review could potentially take place at the board's February 13 meeting. Board members said they would like to see the designs the Friday before the meeting to have time to look them over. C. Wijeyesinghe asked if it would be a good time to gather feedback from immediate neighbors to the library. M. Kissinger said that it should be done when there is something more final to present.

MINUTES

Minutes of the 12 December 2022 board meeting were approved unanimously on a MOTION by L. Scoons with a SECOND by M. Walsh.

Minutes of the 15 December 2022 building project committee meeting were approved unanimously on a MOTION by C. Wijeyesinghe with a SECOND by L. Scoons.

FINANCIAL REPORT

Treasurer's update

The board noted S. Whiting's treasurer's report. Additional items:

- S. Whiting clarified a couple of questions from C. Wijeyesinghe about items on the bill schedule, including the monthly transfer of \$300,000 from the money market account. S. Whiting said the library keeps the funds in the money market account until it is time to pay bills because the interest earnings are higher. The JP Morgan Chase payment represents charges to the new credit cards that the library received, with some of those being recurring monthly services.

On a MOTION by M. Walsh with a SECOND by C. Brancatella, the board unanimously approved the Financial Statement dated 31 December 2022 (Checks disbursed in December 2022 based on pre-approval \$35,088.65; Checks disbursed in December 2022 relating to payroll \$208,405.52; Checks being submitted for approval \$79,144.54; CapProject Fund/Hand-Drawn Checks \$14,966.50; Total: \$337,605.21).

PERSONNEL REPORT

G. Kirkpatrick asked the board to approve moving four hours from an unfilled clerk position to an existing position. His second request was to allow him to hire a full-time librarian *or* library assistant to fill an open position in Public Services. L. Scoons asked if the intent was to canvas for a Librarian I first. G. Kirkpatrick said those letters have already gone out and the library is specifically looking for someone child-focused.

On a MOTION by C. Brancatella with a SECOND by C. Wijeyesinghe, the board unanimously approved new hires/changes for the following positions:

- Librarian I, full-time, permanent, 35 hours/week, \$55,529/annual or per contract
 - OR Library Assistant, full-time, permanent, 35 hours/week, \$39,604/annual or per contract
- Library Clerk, part-time, 15.67 hours/week, \$14.45/hour or per contract

UHLS BOARD UPDATE

L. Scoons reminded the board about their upcoming racial equity training through UHLS.

DIRECTOR'S REPORT

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

- Circulation has reached near pre-pandemic levels, and now the library is starting to see increases in the door count as people grow more comfortable in public spaces and more programs are offered.
- M. Walsh said she enjoyed hearing about the harpist that came to play for a Little Sunday Music despite challenging weather that caused the library to close an hour earlier than normal that day.
- The library attended First Night Bethlehem and handed out book coupons. Due to an increasing presence at community events, the library is looking into branded EZ-ups to more prominently identify our presence at these events.
- P. Berardi prepared some data on return rates following the library's switch to a fine-free model. The numbers indicate that return rates are actually above pre-pandemic levels. G. Kirkpatrick said that automatic renewal may also play a part, as both were instituted around the same time. M. Walsh thanked him for providing the data.
- M. Walsh asked if attending NYLA programs would count toward their trustee training requirements in the future because they are always very interesting. G. Kirkpatrick said they do, and that the next couple of upcoming conferences would be taking place in Saratoga Springs.
- Advocacy Day is on February 28. G. Kirkpatrick is not sure if it will be in person or virtual but will update the board when he knows.

NEW BUSINESS

Unite Against Book Bans –organizational partnership

L. Scoons said UHLS is encouraging its member libraries to join the Unite Against Book Bans pledge. Individual trustees can sign on as well. The statement includes the following five principles:

- Books are tools for understanding complex issues.
- Young people deserve to see themselves reflected in a library's books.
- Parents should not be making decisions for other parents' children.
- Individuals should be trusted to make their own decisions about what to read.
- Limiting young people's access to books does not protect them from life's complex and challenging issues.

M. Walsh said she wanted to be sure that the library was only weighing in on things that affect this organization and not other libraries. S. Patterson asked if signing the pledge would commit the library to anything specific. L. Scoons noted that it is just a statement and not a policy or plan of action. M. Kissinger and C. Brancatella said they are in favor of supporting library ideas but would draw the line at making statements about topics outside the library realm.

On a MOTION by M. Kissinger with a SECOND by C. Wijeyesinghe, the board unanimously agreed to sign the library on as organizational partners in Unite Against Book Bans.

Other new business

There was no other new business at this time.

OLD BUSINESS

Notary services – update

G. Kirkpatrick presented some information he had collected about the costs and logistics of providing notary services on evenings and weekends. He noted that Upper Hudson will reimburse the cost of attending the class provided through Hudson Valley Community College. He asked staff if they would be interested in becoming a notary, and 15 people responded enthusiastically. He said he felt that would be enough people to provide notary coverage for extended hours. The library currently has only one person on staff who can provide notary services. He said yearly costs would include \$140 per notary for liability insurance coverage of \$100,000, an amount recommended by both the insurance agent and the library's lawyer.

G. Kirkpatrick said the library typically completes about 12 notarizations per month, during 9-5 hours when the individual is available, but the benefit to the public would be to have it available on nights and/or weekends. He noted that it is an expensive service and asked the board if they wanted to pursue it further.

M. Walsh said she was disappointed in the insurance costs, but loves the idea of providing free public notary services. C. Wijeyesinghe asked if coverage could be completed with 5-10 staffers. C. Brancatella asked if it was something that could be provided on only on Saturdays. G. Kirkpatrick said that the challenge is the rotational scheduling nature of weekend staff. M. Kissinger said they needed to look into it further and asked G. Kirkpatrick to see what minimum staffing levels would be needed to provide the desired coverage.

Donations/naming rights

G. Kirkpatrick said he is in the process of discussing with other libraries the policies they have in place regarding room naming rights and putting together the information. He noted that Guilderland has an extensive naming policy in place but did not get any outside interest. M. Walsh asked if the board could see a chart on what other libraries are doing. C. Brancatella asked if it was something to be reviewed by the library attorney as well.

Negotiations – update

G. Kirkpatrick said the union would be meeting with their members and representatives shortly to try to get something scheduled. C. Wijeyesinghe asked when the board becomes more active in the negotiations. C. Brancatella said the negotiating committee would come to the board when there is a negotiated contract and also throughout the process on bigger items and parameters. The board is expected to discuss some of the details in executive sessions in the coming months beginning in February. C. Brancatella said the committee is focusing on efficiencies in the process.

Other old business

There was no other old business at this time.

FUTURE BUSINESS

There was no future business at this time.

PUBLIC PARTICIPATION

There was no public participation.

EXECUTIVE SESSION

On a MOTION by C. Wijeyesinghe with a SECOND by M. Walsh, the board adjourned to executive session at 8:04pm to discuss the employment performance of a specific individual.

On a MOTION by C. Wijeyesinghe with a SECOND by L. Scoons, the board adjourned executive session at 8:57pm.

ADJOURNMENT

On a MOTION by C. Brancatella with a SECOND by C. Wijeyesinghe, the board adjourned the regular meeting at 8:58pm.

Prepared by
Kristen Roberts, recording secretary

Cosigned by
M. Kissinger, board president

DRAFT

Treasurer's Report February 2023

Revenue and Expense Report

On the revenue side, we have received 98% of budgeted tax revenues from the school district and expect to receive the remainder in April. Interest income is just under \$33,000, and we have received another \$1,500 in contributions, \$1,000 of which is from the Friends match to the Storch contribution received last month. Expenses are about 4.7% underbudget, tracking close to last year at this time.

Certificate of Deposit

The 3-month \$500,000 CD matured on February 7. It was renewed as a 4-month CD at 4.62%, due on June 7. The interest earned of \$5,122 was rolled over into the new CD.

Budget

Included in the packet is a draft budget for FY 2023-2024. The projected levy limit increases by approximately \$85,000, or almost 2%. This draft budget does not include any new positions at this time, or any significant adjustments to supplies and services. We believe that, along with the underlying assumptions, it presents a reasonable plan for the library for the 2023-2024 fiscal year.

A Note About the Fund Balance

The current fund balance is \$4.1 million. Of this amount, approximately \$1.3 million is needed to fund operations for the first quarter of the year, until tax revenue is received.

Sharon Whiting CPA
District Library Treasurer

BETHLEHEM PUBLIC LIBRARY

CASH & INVESTMENTS SUMMARY

AS OF 1/31/23

	BALANCE					BALANCE
	<u>12/31/2022</u>	<u>RECEIPTS</u>	<u>DISBURSEMENTS</u>	<u>EARNINGS</u>	<u>TRANSFERS</u>	<u>1/31/2023</u>
TD Bank General Fund	1,211,726.35	3,926.58	(192,567.41)	1,052.12	180,282.37	1,204,420.01
TD Bank Payroll	0.00		(129,717.63)	-	129,717.63	0.00
TD Bank Money Market	2,838,170.88	-	-	5,485.21	(300,000.00)	2,543,656.09
TD Bank Treasury Bill	1,011,761.23		-	3,553.07	-	1,015,314.30
TD Bank Capital Project Fund	35,033.00	-	(14,966.50)		-	20,066.50
TD Bank 6 mo. CD Opened 11/9/22	1,000,000.00	-	-		-	1,000,000.00
TD Bank 3 mo. CD Opened 11/9/22	500,000.00	-	-		-	500,000.00
Key Bank Checking	12,713.70	1,904.54	(107.43)		(10,000.00)	4,510.81
TOTAL:	<u>6,096,691.46</u>	<u>3,926.58</u>	<u>(337,251.54)</u>	<u>10,090.40</u>	<u>-</u>	<u>5,773,456.90</u>

Checks outstanding greater than 90 days old:

General Fund cash balance includes \$16,632* of Storch Fund money

*Includes Friends match & \$493 paid for baby changing kits as requested from the Storch Family

BETHLEHEM PUBLIC LIBRARY

REVENUE & EXPENSE REPORT

7 MONTHS ENDED 1/31/23

FISCAL YEAR 2022-2023

	ANNUAL BUDGET 2022-2023	YTD ACTUAL 7 MO. ENDED 1/31/2023	Percent YTD 1/31/2023	ANNUAL BUDGET 2021-2022	YTD PRIOR 7 MO. ENDED 1/31/2022	Percent YTD 1/31/2022
Real Property Taxes	4,308,076	4,212,642	97.8%	4,172,563	4,101,158	98.3%
PILOT	227,724	233,871	102.7%	219,570	219,916	100.2%
Fines	2,000	1,777	88.8%	15,000	12,941	86.3%
Interest on Deposits	6,000	32,903	548.4%	7,500	2,391	31.9%
Lost Book Payments	2,500	6,252	250.1%	-	4,985	0.0%
Sale of Books	-	-	0.0%	5,000	-	0.0%
Gifts and Donations, Misc	3,500	9,816	280.5%	2,000	5,529	276.5%
Photocopier	6,500	4,015	61.8%	7,500	3,051	40.7%
State Aid	24,500	22,779	93.0%	23,170	21,961	94.8%
Grants	-	-	0.0%	-	-	0.0%
Miscellaneous Income	-	375	0.0%	-	154	0.0%
Total Revenue	4,580,800	4,524,430	98.8%	4,452,303	4,372,085	98.2%
EXPENSES						
Salaries	2,444,929	1,348,954	55.2%	2,363,565	1,286,501	54.4%
Retirement	237,333	232,558	98.0%	291,089	316,827	108.8%
Health Insurance	364,700	221,468	60.7%	310,433	187,548	60.4%
Other Benefits	219,538	119,712	54.5%	201,213	113,964	56.6%
Subtotal Salaries & Benefits	3,266,500	1,922,692	58.9%	3,166,300	1,904,840	60.2%
Library Materials - Print	290,000	119,882	41.3%	292,000	122,291	41.9%
Library Materials - Electronic & Audio	296,000	116,968	39.5%	269,000	106,643	39.6%
Subtotal Library Material	586,000	236,849	40.4%	561,000	228,934	40.8%
Operations	593,300	285,962	48.2%	601,900	274,891	45.7%
Capital Expenditures	100,000	7,827	7.8%	125,000	12,497	10.0%
Contingency	35,000	-			-	
Total Expenses	4,580,800	2,453,330	53.6%	4,454,200	2,421,163	54.4%

BETHLEHEM PUBLIC LIBRARY

EXPENSES REPORT - DETAIL

7 MONTHS ENDED 1/31/23

FISCAL YEAR 2022-2023

	ANNUAL BUDGET 2022-2023	YTD ACTUAL 7 MO. ENDED 1/31/2023	Percent YTD 1/31/2023	ANNUAL BUDGET 2021-2022	YTD PRIOR 7 MO. ENDED 1/31/2022	Percent YTD 1/31/2022
Salaries & Benefits						
Salaries-Librarians	1,174,134	663,017	56.5%	1,203,711	666,925	55.4%
Salaries-Support Staff	1,108,487	588,766	53.1%	976,846	528,737	54.1%
Salaries-Custodians	162,308	97,172	59.9%	163,595	90,839	55.5%
Subtotal Salaries	2,444,929	1,348,954	55.2%	2,344,152	1,286,501	54.9%
Retirement	237,333	232,558	98.0%	323,103	316,827	98.1%
Health Ins.	364,700	221,468	60.7%	307,889	187,548	60.9%
SocSec/Medicare	187,038	98,352	52.6%	179,359	95,124	53.0%
Worker's Comp.	20,000	17,194	86.0%	19,000	16,845	88.7%
Unemployment	10,000	2,898	29.0%	10,000	-	0.0%
Disability Ins.	2,500	1,267	50.7%	1,400	1,995	142.5%
Subtotal Salaries & Benefits	3,266,500	1,922,692	58.9%	3,184,903	1,904,840	59.8%
Library Materials						
Adult books	171,000	77,014	45.0%	171,000	70,334	41.1%
Periodicals	19,000	7,946	41.8%	18,000	18,096	100.5%
YS Books	85,000	29,767	35.0%	85,000	28,850	33.9%
Special Collections	15,000	5,155	34.4%	18,000	5,011	27.8%
Subtotal Print Materials	290,000	119,882	41.3%	292,000	122,291	41.9%
Audiobooks	23,000	11,754	51.1%	25,000	8,500	34.0%
E-Collections	196,000	68,120	34.8%	156,000	70,783	45.4%
Electronic Resources	27,000	19,532	72.3%	28,000	8,145	29.1%
YS Audiobooks	5,000	2,658	53.2%	7,000	598	8.5%
YS Media	5,000	980	19.6%	5,000	2,113	42.3%
AS Media	40,000	13,923	34.8%	48,000	16,505	34.4%
Subtotal Electronic & Audio	296,000	116,968	39.5%	269,000	106,643	39.6%
Subtotal Library Materials	586,000	236,849	40.4%	561,000	228,934	40.8%
Operations						
Copiers and supplies	15,000	5,772.41	38.5%	18,000	4,023	22.4%
Office supplies	20,000	6,639.72	33.2%	20,000	8,651	43.3%
Custodial supplies	26,000	6,715.37	25.8%	26,000	7,649	29.4%
Postage	20,000	10,732.88	53.7%	20,000	7,615	38.1%
Printing & Marketing	35,000	11,688.93	33.4%	38,000	11,860	31.2%
Van lease & oper.	4,000	440.41	11.0%	4,000	266	6.6%
Gas and Electric	65,000	52,057.24	80.1%	50,000	38,709	77.4%
Telecommunications	14,000	13,599.18	97.1%	18,000	7,400	41.1%
Water	3,000	2,097.72	69.9%	3,000	1,465	48.8%
Taxes-sewer & water	3,400	3,336.29	98.1%	3,400	3,184	93.7%
Refund property taxes	7,500	48.92	0.7%	10,000	1,450	14.5%
Prof. Services	30,000	5,727.50	19.1%	30,000	15,886	53.0%
Contract Services	45,000	7,238.03	16.1%	42,000	27,589	65.7%
Insurance	29,000	28,304.96	97.6%	29,000	26,008	89.7%
Bank Fees	1,400	948.07	67.7%	-	755	0.0%
Travel/Conference	3,000	2,182.25	72.7%	3,000	2,318	77.3%
Memberships	3,000	1,995.00	66.5%	3,000	1,768	58.9%
Special Programs	32,000	8,361.57	26.1%	35,000	7,468	21.3%
Furniture & Equipment	40,000	6,562.73	16.4%	40,000	10,091	25.2%
IT Hardware & Software	42,000	20,269.07	48.3%	42,000	14,556	34.7%
Bld & Grnd. Repair	40,000	4,855.80	12.1%	40,000	14,082	35.2%
Furn/Equip Repair	2,000	-75.51	-3.8%	2,000	97	4.8%
Miscellaneous	6,000	4,583.72	76.4%	4,000	3,991	99.8%
Audit Service	24,000	22,900.00	95.4%	24,000	16,876	70.3%
Accounting Service	30,000	33,278.36	110.9%	15,000	14,010	93.4%
UHLAN fees	53,000	25,701.02	48.5%	52,000	27,125	52.2%
Subtotal Operations	593,300	285,962	48.2%	571,400	274,891	48.1%
Capital Expenditures	100,000	7,827	7.8%	100,000	12,497	12.5%
Contingency	35,000	-	0.0%	35,000	-	0.0%
TOTAL	4,580,800	2,453,330	53.6%	4,452,303	2,421,163	54.4%

BETHLEHEM PUBLIC LIBRARY**DISBURSEMENTS SUMMARY**

CHECKS DISBURSED IN JANUARY 2023 BASED ON PRE-APPROVAL	\$	55,416.52
CHECKS DISBURSED IN JANUARY 2023 RELATING TO PAYROLL	\$	187,723.98
CHECKS BEING SUBMITTED FOR APPROVAL	\$	87,059.69
CHECKS BEING SUBMITTED FOR APPROVAL - CAPITAL PROJECT FUND	\$	6,437.53

BETHLEHEM PUBLIC LIBRARY

Check Warrant Report For A - 26: PREAPPROVED DISB (JAN 23) For Dates 1/1/2023 - 1/31/2023



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
40904	01/05/2023	1831	CDPHP UNIVERSAL BENEFITS, INC.		27,387.85
40905	01/05/2023	2395	CSEA EMPLOYEE BENEFIT FUND		190.53
40906	01/05/2023	1833	HIGHMARK BSNENY		8,248.06
40907	01/05/2023	1607	VERIZON BUSINESS FIOS	230013	49.00
40910	01/09/2023	720	MVP HEALTH PLAN, INC.		6,380.32
40911	01/09/2023	2137	WEX BANK	230016	75.53
40912	01/18/2023	2428	DANIEL MAY	230313	40.00
40913	01/18/2023	2426	JPMORGAN CHASE BANK NA	*See Detail Report	1,322.57
40914	01/18/2023	1570	NATIONAL GRID		8,574.66
40915	01/18/2023	423	NYS UNEMPLOYMENT INS		2,898.00
40916	01/19/2023	2386	GEOFF HOFFMAN	230316	250.00
Number of Transactions: 11				Warrant Total:	55,416.52
				Vendor Portion:	55,416.52

*See Detail Report denotes that multiple purchase orders are referenced on this check. Run the Detail report to view the purchase order information

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 - 27: TRUST AGENCY (JAN 23) For Dates 1/1/2023 - 1/31/2023



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
40908	01/13/2023	712	CIVIL SERVICE EMPL ASSOC INC.		930.17
40909	01/13/2023	1576	MARSHALL & STERLING EMPLOYEE BENEFITS		208.33
40909	01/13/2023	1576	**VOID** MARSHALL & STERLING EMPLOYEE BENEFITS		-208.33
40917	01/30/2023	712	CIVIL SERVICE EMPL ASSOC INC.		930.17
100733	01/13/2023	709	BPL SPECIAL PAYROLL ACCOUNT		61,756.80
100734	01/13/2023	710	NYS INCOME TAX BUREAU		3,426.58
100735	01/13/2023	1946	IRS - PAYROLL TAX PMT		19,639.90
100736	01/13/2023	2003	NEW YORK STATE DEFERRED		2,559.41
100737	01/30/2023	709	BPL SPECIAL PAYROLL ACCOUNT		67,960.83
100738	01/30/2023	710	NYS INCOME TAX BUREAU		3,635.91
100739	01/30/2023	730	NYS EMPLOYEES RETIREMENT SYSTE		3,226.86
100740	01/30/2023	1946	IRS - PAYROLL TAX PMT		21,079.34
100741	01/30/2023	2003	NEW YORK STATE DEFERRED		2,578.01

Number of Transactions: 13

Warrant Total: 187,723.98

Vendor Portion: 187,723.98

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 - 30: BILL SCHEDULE (FEB 23) For Dates 2/14/2023 - 2/14/2023



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
1207	02/14/2023	2424	ASHLEY MCGRAW ARCHITECTS		6,437.53
40930	02/14/2023	30	ALBANY PUBLIC LIBRARY-MAIN BR	*See Detail Report	120.98
40931	02/14/2023	2420	**CONTINUED** AMAZON CAPITAL SERVICES INC		0.00
40932	02/14/2023	2420	AMAZON CAPITAL SERVICES INC	230305	1,962.29
40933	02/14/2023	61	AQUASCAPE DESIGNS LLC	230012	70.00
40934	02/14/2023	886	AUDIO VIDEO	230285	300.00
40935	02/14/2023	77	BAKER & TAYLOR , INC.	*See Detail Report	12,357.73
40936	02/14/2023	1186	BAKER AND TAYLOR ENTERTAINMENT	*See Detail Report	475.37
40937	02/14/2023	719	BETHLEHEM CENTRAL SCHOOL DIST	230283	13.90
40938	02/14/2023	103	BRODART INC	230031	26.25
40939	02/14/2023	1578	BRUNSWICK LIBRARY	230293	17.00
40940	02/14/2023	2353	CLARK EQUIPMENT COMPANY DBA BOBCAT CO	230143	1,989.37
40941	02/14/2023	1771	CLCD, LLC	*See Detail Report	1,137.75
40942	02/14/2023	2078	COUNTY WASTE & RECYCLING SERVICE, INC.	230003	501.02
40943	02/14/2023	2428	DANIEL MAY	230314	40.00
40944	02/14/2023	1434	DELL MARKETING L.P.	230284	3,312.79
40945	02/14/2023	1220	DEMCO, INC	230178	670.64
40946	02/14/2023	1463	EAST GREENBUSH COMM LIBRARY	230286	7.99
40947	02/14/2023	1991	EASTERN MANAGED PRINT NETWORK LLC	230004	348.44
40948	02/14/2023	195	EBSCO INFORMATION SERVICES	230287	2,960.35
40949	02/14/2023	1674	FINDAWAY	230298	318.69
40950	02/14/2023	1986	FIRSTLIGHT FIBER	230005	190.65
40951	02/14/2023	2272	GLOBAL EQUIPMENT COMPANY INC.	*See Detail Report	1,585.14
40952	02/14/2023	787	GUILDERLAND PUBLIC LIBRARY	*See Detail Report	101.90
40953	02/14/2023	1918	HANCOCK SHAKER VILLAGE	230328	250.00
40954	02/14/2023	1930	HEWITT'S GARDEN CENTERS INC.	230315	111.95
40955	02/14/2023	292	INDUSTRIAL APPRAISAL	230311	610.00
40956	02/14/2023	2212	IROQUOIS INDIAN MUSEUM	230330	50.00
40957	02/14/2023	2322	KANOPIY INC.	230018	1,236.00
40958	02/14/2023	1024	MIDWEST TAPE LLC	*See Detail Report	1,576.19
40959	02/14/2023	2088	NYSID	230052	286.03
40960	02/14/2023	1967	OFFICEMASTER	230223	2,077.92
40961	02/14/2023	1823	OVER DRIVE INC.	*See Detail Report	442.61
40962	02/14/2023	450	PHILLIPS HARDWARE INC	230015	25.97
40963	02/14/2023	478	QUILL.COM	230319	364.71
40964	02/14/2023	2282	ROGER HELD PIANO SERVICE	230250	120.00
40965	02/14/2023	1951	S & S WORLDWIDE INC.	230301	42.81
40966	02/14/2023	1282	STANDARD COMMERCIAL INTERIORS	230222	374.03
40967	02/14/2023	2038	STAPLES BUSINESS ADVANTAGE	*See Detail Report	963.65
40968	02/14/2023	2154	STERICYCLE, INC.	230008	43.08
40969	02/14/2023	1722	TROY PUBLIC LIBRARY-MAIN BRANCH	230323	10.99
40970	02/14/2023	2328	UNIFIRST CORPORATION	230009	459.15
40971	02/14/2023	632	UPPER HUDSON LIBRARY SYSTEM	230308	36,073.43
40972	02/14/2023	1954	USS SLATER DE 766	230329	130.00
40973	02/14/2023	638	VALUE LINE PUBLISHING LLC	230302	3,000.00
40974	02/14/2023	2258	VENTFORT HALL MUSEUM & GUIDED AGE MANSION	230324	125.00

BETHLEHEM PUBLIC LIBRARY

Check Warrant Report For A - 30: BILL SCHEDULE (FEB 23) For Dates 2/14/2023 - 2/14/2023



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
40975	02/14/2023	1607	VERIZON BUSINESS FIOS	230013	199.99
40976	02/14/2023	1968	VERIZON WIRELESS	230010	100.43
40977	02/14/2023	2429	VIA AQUARIUM LLC	230333	625.00
40978	02/14/2023	645	**CONTINUED** W W GRAINGER INC		0.00
40979	02/14/2023	645	W W GRAINGER INC	230011	2,489.52
40980	02/14/2023	1593	WILLIAM K. SANFORD LIBRARY	230309	12.98
40981	02/14/2023	2423	YOUNG LANDSCAPES LLC	230191	6,750.00
Number of Transactions: 53				Warrant Total:	93,497.22
				Vendor Portion:	93,497.22

*See Detail Report denotes that multiple purchase orders are referenced on this check. Run the Detail report to view the purchase order information

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

February 13, 2023 - Board of Trustee Meeting											
Personnel Report											17
Title	Dept.	Current Hours to be Approved	Former Hours if Changed	Salary/Rate	Previous or Current Incumbent	End Date	BOT Approved to Fill	Status	Name	Start Date	Type
Previously Approved to Fill											
Library Clerk PT	Public Services	19 hrs/wk		\$14.45/hour or per contract	A. Greenwood	10/21/2020	11/9/2020				
Library Clerk PT	Circulation Services	11 hrs/wk	15 hrs/wk	\$14.45/hour or per contract	E. Romero	2/28/2021	3/8/2021				
Library Clerk PT	Circulation Services	15 hrs/wk		\$14.45/hour or per contract	A. Russo	8/15/2021	10/12/2021				
Library Page PT	Collection Maintenance	3 hrs/wk	6 hrs/wk	\$14.20/hour	S. Hamilton	12/12/2021	1/10/2022				
Library Page PT	Collection Maintenance	12.8 hrs/wk		\$14.20/hour	M. Mitchel	5/11/2022	5/9/2022				
Library Assistant FT	Public Services	35 hrs/wk		\$39,604/annual or per contract	P. Lloyd	12/16/2022	12/12/2022	Filled	R. Ciancarelli	2/15/2023	Hire
Librarian 1 PT	Public Services	11.67 hrs/wk		\$28.41/hour or per contract	E. Puskas	1/2/2023	12/12/2022				
Librarian 1 FT Or fill as Library Assistant FT	Public Services	35 hrs/wk		\$55,529/annual or per contract -- \$39,604/annual or per contract	A. Coletta	1/2/2023	1/9/2023	Filled	S. McLaughlin	2/27/2023	Hire
Library Clerk PT	Circulation Services	15.67 hrs/wk	11.67 hrs/wk	\$14.45/hour or per contract	D. Travers	Approx. 3/31/2023	1/9/2023	Filled	A. Luu	2/27/2023	Hire
Action Requested											
Positions Held											
None											
*Increase in NYS Minimum Wage 12/31/2022 to \$14.20/hour											

Director's Report February 2023

Buildings and Grounds

A warmer than average January resulted in a high number of days near or slightly above freezing. This, combined with rain or mist led to frequent icing on the plaza, particularly the bricks. The maintenance staff did excellent work spreading ice-melt to keep everyone as safe as possible. I was asked by the board President and Vice-Presidents to explore modestly priced interim solutions to the icing issues because more near freezing days are expected throughout the rest of the winter and early spring. I've had several conversations with designers from Ashley-McGraw and Keplinger Freeman about possible solutions. It seems possible that this project may be able to be done in an expedited way. Their early recommendation is to remove the bricks and replace with concrete. This balances likely benefit with cost. These discussions are in their early stages at this time with more information coming as soon as possible.

Public Services

Use of the public spaces in the library is feeling more like pre-COVID times. The staff report that service areas are noticeably busier than they have been. The Children's Place is busy with children and families reading and enjoying the toys in the play area. Public computer, study room, and study carrels are busier as well, particularly in the mornings and afternoons. Study space was in very high demand during the recent Regents exam week for the first time since COVID. Study rooms were consistently full throughout the day, with waitlists for groups looking to get in. Study Hall at the library, which used the spaces in the Community Room and Board Room were also used if not fully to the level we would have expected before the pandemic.

While circulation numbers have been near normal for a year, the statistics show vigorous increases for other in-person categories. With those increases, some traditional issues have reemerged. We had high demand for a Bethlehem Historical Association program about the Albany Rural Cemetery. It was well received by the attendees, but a few patrons were upset that they were not able to attend. The maximum number of chairs was deployed for the program and attendance was allowed up to the maximum number. I expect that these situations will increase in frequency as more members of the public become comfortable being in larger groups indoors. This adds strength to some of the changes to the building being discussed as part of the library's feasibility study.

Collections have been shifted in the Children's Place, with the goal of creating more space for seating and collection display.

The VHS to DVD converter and 3D printer continue to see good use in the Studio Makerspace. The IT department has been supporting the 3D printer, and plans are moving forward to offer training on the studio equipment for the Public Services staff.

We are seeing an increased demand for one-on-one, in-depth technology help. Many of these questions would benefit from a scheduled tech help appointment. This service will be re-started as new Public Services staff come on board.

The Friends of the Library bus trip to Boston is full. At last notice, they were taking a waitlist but that may close soon as well.

Program Highlights

After School Art: Winter Owl Magnets – 1/4/23

Lauren had several groups/families attend this program, including some who came early and a few who came later. She put on a Winter lo-fi mix on YouTube for some ambiance, and showed photos of snowy owls. The kids (and adults, too!) had a great time putting together their owls. Several parents took extras home for siblings who didn't attend in person. Attendance: 16

Creation Station: Snowy Village - 1/3/23-1/9/23

We brought back the Creation Station for the first time since 2020, and it was a hit! The kids made their own snowy villages with paper and glue. We even had some creative older kids who asked for scissors and turned their blue snowscapes into oceans, complete with jellyfish and sharks! Attendance: 130

Dungeons and Dragons for Adults - 1/24/23

The Adult D&D group met again in January. This is a popular event with a loyal group of attendees. Progress continues on the Hoard of the Dragon Queen adventure. Attendance: 12

Family Storytimes – weekdays (Tues, Wed, Thurs)

Our librarians presented multiple storytimes this month, and the program attendance followed the same pattern we have been seeing. The majority of participants attend the earlier session and fewer attend the second one. Average attendance usually hovers around 15 on the low end, to 35-40 at the high end.

Get to Know Libby (virtual) - 1/20/23

Another great session. Sarah plans to keep offering these as folks deal with the transition from Overdrive to Libby, perhaps once over the summer. They're usually well-attended and participants have great questions and feedback. Attendance: 9

Listening Party: Kate Bush – 1/12/23

This program brought almost an entirely new set of faces. Michael would say of the 12, only 3 of them had ever been to a previous Listening Party. Everyone was a self-described Kate Bush fanatic. There was a great deal of sharing and discussion. They really enjoyed it, because everyone burst into simultaneous applause at the end. Attendance: 12

Macramé Candle Jar – 1/11/23

Sarah had slightly lower registration than usual for this macramé program, but still had a decent turnout. We had one patron unable to attend the day of, and Sarah was able to make her a take-home kit to pick up at a later date. We created decorative candle holders using mason jars with a

macramé overlay. Our patrons are usually very appreciative, but this group especially so.
Attendance: 9 + 1 take-home kit



One patron, shared a photo of her completed jar.

Paws to Read – 1/16/23

The library's long-running therapy dog program returned from its hiatus in grand fashion. Nearly 100 parents and kids (K-5) came out to visit and practice their reading skills with four patient, furry friends. Many thanks to volunteer dog handlers Happy Scherer and Nancy Oliver. Luke has more Paws events scheduled for the coming months. Attendance: 97

Saturday Family Storytime – 1/7/23

Beth joined the full-time team at the start of the month, and she jumped right into action. Beth says: "This was the first storytime I had performed in quite a while, and I am sure glad it won't be my last. There were 26 kids and adults who came in from the cold only to listen to stories all about winter. But they did not seem to mind at all, and I think they had a lot of fun. I know I sure I did!"

Saturday Family Storytime – 1/28/23

Luke presented a Saturday Family Storytime with a focus on friendship and family. We also did a counting activity with dinosaurs on the felt board. Attendance: 27

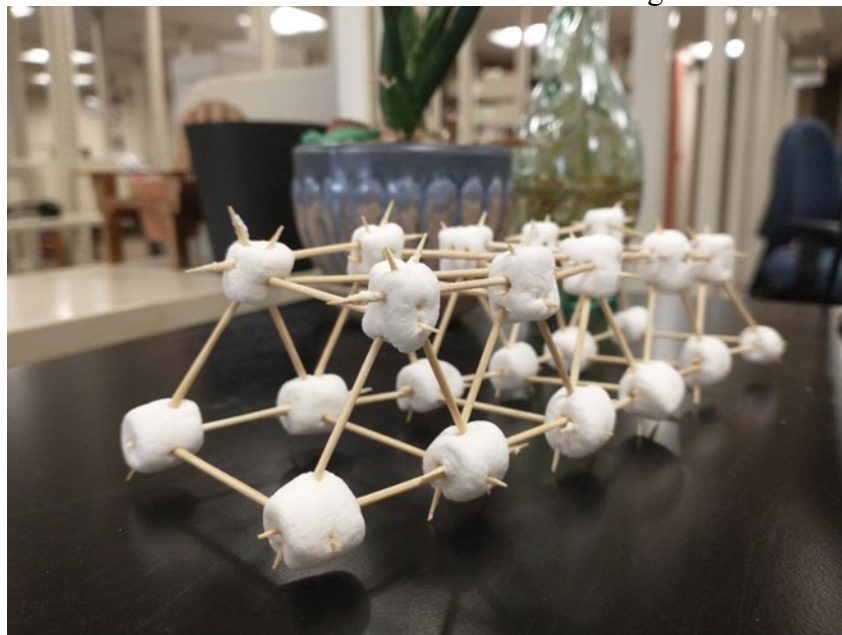
Outreach

Town Park and Recreation's Winter Carnival

Chris attended the Winter Carnival held at the Elm Avenue Park with a variety of winter scratch art crafts for participants to enjoy. Chris was able to engage with approximately 200 people.

Slingerlands Elementary: After School Enrichment: Marshmallow Bridges - 1/26/23

Luke discussed load-bearing structures with the ASE group. We built bridges using marshmallows and toothpicks and tested their strength with weights. This was the second in a series of five STEAM-focused ASE events at Slingerlands. Attendance: 10



Slingerlands Elementary Afterschool Enrichment - 1/26 - Marshmallow Bridges

Program plans in progress:

Michael is following up with Assemblywoman Pat Fahy, who had expressed interest in doing a talk about her son's book of photography. He is in the process of negotiating a good date for her to present it.

Michael is also working on signing up performers for Evenings on the Green and Summer Reading.

Mary and Lauren are working with Heather from the town Parks and Recreation Department to set up performers for Thursdays in the Park.

Summer Reading planning is in full swing. The 2023 theme is all about unity and kindness with the slogan All Together Now.

Upcoming events:

Via Aquarium presents: Marine Invertebrates

February 20 (11am for pre K-gr 2 and 12:30 for grades 3 and up).

Participants will see and touch live sea creatures, while learning about marine invertebrates' ecology, anatomy, adaptations and conservation.

Bethlehem Historical Association Speaker Series: The Irish in Albany

March 8 at 6:30.

The title of this presentation - "The Irish in Albany" - speaks for itself. Guest speaker, Jack McEneny grew up in Albany's Pine Bush area and always wanted to learn & teach history. Between 1825 & 1850 six of his great grandparents were born in Ireland and came to the US and two were born in Albany of Irish Immigrants who then lived the rest of their lives in Albany, NY. Registration is highly recommended due to limited seating and the expectation that this program will draw a large crowd.

Downsizing & Organizing Tips

March 10 at 10am

Spring cleaning can be overwhelming if you don't know where to start. A representative from Organize Senior Moves will present some downsizing and organizing tips, and be available to answer questions and talk you through tackling the toughest of projects.

Author Talk with Sadeqa Johnson: Award-Winning Author of "Yellow Wife"

February 28 at 4pm

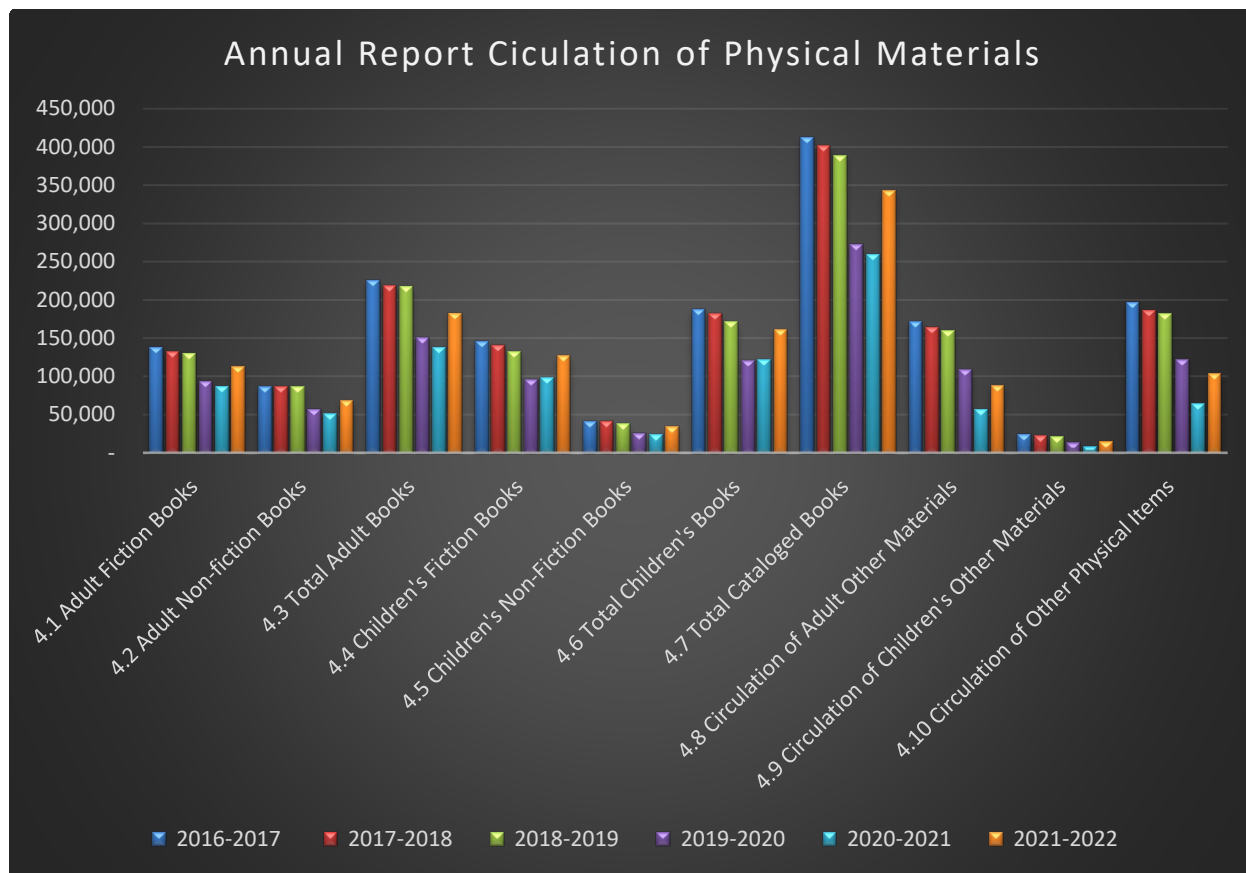
Sadeqa Johnson is the award-winning author of four novels, including "Yellow Wife." Her accolades include the National Book Club Award, the Phillis Wheatley Book Award, and the USA Best Book Award for Best Fiction. Sadeqa Johnson will join us virtually through the Library Speaker Consortium to discuss her brand-new novel, "The House of Eve."

This program will be recorded for viewing.

Circulation and Technical Services

A total of 798 patrons who had active accounts in good standing and were set to expire in 2023 had their accounts automatically renewed through 2026. There are 21,815 Bethlehem cardholders, of which 10,488 are active.

A value calculator was added to the bottom of our date due slips. The calculator pulls price information from the item record and prints the total estimated value of the items being checked out that day.



Meetings and miscellany

Tim Burke from UHLS and I met with Assemblyman Scott Bendett, the library's Assembly representative for District 107. It was a good opportunity to talk about library services, though as a former Delmar resident he was already very familiar with our library. I look forward to working with him on library funding.

In the packet is a thank you letter from Living Resources. We had an intern in the IT department from a Saint Rose/Living Resources program who was with us from September to February. He is off to bigger and better things, and we wish him luck. We found the partnership and program very rewarding. Special thanks to John and Lizzie from IT for working with our intern during the program.

Luke and I met with representatives from the Bethlehem Historical Association to discuss the future of our very successful program partnership. All parties are pleased with the results. The BHA did ask if the library board would consider a rare books and historical papers room in the future to help protect our shared cultural heritage documents.

A copy of our updated pocket disaster response plan was shared with the Town Office of Emergency Management.

A preliminary meeting with the library's contract negotiations attorney was held in January. This, along with several meetings with union leadership indicate that negotiations will be able to begin in the near future.

UHLS has scheduled notary classes to begin soon. My recommendation is to have assigned staff members sign up for the classes and certification while the administration and board discusses the necessary policy and procedural updates. I would not want to miss this opportunity for our staff to participate. An updated proposal for notary services is included in the board packet.

Geoffrey Kirkpatrick, Library Director



Meeting Life's Challenges

300 Washington Ave Extension
Albany, NY 12203- 7303
518/218-0000

February 6, 2023

Geoff Kirkpatrick
Bethlehem Public Library
451 Delaware Ave.
Delmar, NY 12054

RE: College Experience Program Internship for M.V.

Dear Geoff:

Thank you for your partnership with our College Experience Program. The internship opportunity you provided made a meaningful difference in M's life. As an intern within your organization, he gained valuable business knowledge and developed the skills to be successful in competitive employment.

We are grateful for your support and look forward to working together in the future. Thank you for being a great partner!

Sincerely,

A handwritten signature in blue ink that reads "Elizabeth Martin".

Elizabeth Martin
Chief Executive Officer

A handwritten signature in blue ink that reads "Ian Mott".

Ian Mott
Director of Employment Services

Library Collection				2021-22	Current Total
Adult fiction				27,178	27,078
Adult non-fiction				29,397	29,152
Adult audio				5,824	5,836
Adult video				8,563	8,383
Young adult fiction				4,903	4,895
Young adult nonfiction				580	628
Young adult audiobooks				477	488
Children's fiction				28,318	28,395
Children's non-fiction				16,096	15,630
Children's audiobooks				1,651	1,732
Children's video				1,391	1,310
OverDrive - UHLS Shared				114,633	115,881
e-magazines				3,123	4,511
Electronic (games, ereaders)				418	418
Total				242,552	244,337
Library Programs	Jan-23	Jan-22	% change	2021-22	F-Y-T-D
Programs	55	26	111.5%	370	330
Program attendance	1,410	283	398.2%	7,464	9,679
Outreach Programs	4	0	n/a	59	27
Outreach Attendance	255	0	n/a	5,523	6,058
Circulation	Jan-23	Jan-22	% change	2021-22	F-Y-T-D
Adult fiction	13,482	12,111	11.3%	143,462	92,846
Adult non-fiction	7,454	6,695	11.3%	78,344	48,181
Adult audio	4,920	4,892	0.6%	54,406	32,090
Adult video	6,646	6,782	-2.0%	76,698	41,368
Magazines	1,563	1,751	-10.7%	17,896	9,832
Young adult fiction	1,351	1,384	-2.4%	18,283	10,603
Young adult nonfiction	127	123	3.3%	1,423	1,020
Young adult audiobooks	201	256	-21.5%	2,655	1,607
Children's fiction	11,958	10,464	14.3%	134,624	86,800
Children's non-fiction	3,329	3,063	8.7%	35,166	21,110
Children's audiobooks	1,231	921	33.7%	12,961	8,536
Children's video	470	375	25.3%	7,053	3,957
Electronic (games, ereaders)	717	533	34.5%	6,320	4,578
Total	53,449	49,350	8.3%	588,614	361,384
Interlibrary Loan	Jan-23	Jan-22	% change	2021-22	F-Y-T-D
Borrowed from others	6,630	7,128	-7.0%	77,607	43,664
Loaned to others	4,637	4,374	6.0%	52,068	30,827
Miscellaneous	Jan-23	Jan-22	% change	2021-22	F-Y-T-D
Visits to our home page	34,812	33,988	2.4%	455,145	253,576
Public use of meeting rooms	48	24	100.0%	339	243
Public meeting attendance	682	205	232.7%	4,091	2,996
Staff use & library programs	65	13	400.0%	190	374
Study room sessions	486	229	112.2%	3,279	2,298
Tech room/ Studio use	10	1	900.0%	16	80
Door count	17,369	12,193	42.5%	153,368	106,461
Registered BPL borrowers	125	49	155.1%	931	644
Computer signups	1,057	744	42.1%	9,435	7,153
Museum Pass use	58	48	20.8%	1,166	717
E-book use	5,988	6,503	-7.9%	67,489	38,878
E-audiobook use	4,282	3,763	13.8%	43,805	27,682
E-magazine use	1,289	1,467	-12.1%	14,492	7,753
Streaming video use	1,672	1,820	-8.1%	16,022	8,203
BCSD use via Overdrive	193	118	63.6%	1,668	819
Equipment	277	221	25.3%	2,524	1,780
Wireless Use	9,987	7,141	39.9%	103,660	69,748

**BETHLEHEM PUBLIC LIBRARY
DRAFT BUDGET
2023-2024**

EXPENSES	2021-2022 Actual Results	2022-2023 Budget	6 Months Actual	2023-2024 Proposed Budget	Increase (Decrease)	% Change	Notes
Salaries & Benefits							
-150 Librarians	\$1,146,581	\$1,174,134	\$575,592	\$1,177,151	\$3,017	0.26%	3.5% turnover allow. included, savings in positions turnover
-160 Support Staff	\$928,342	\$1,108,487	\$506,071	\$1,155,651	\$47,164	4.25%	3.5% turnover allow. included, additional hrs to cover vacancies
-170 Custodians	\$158,690	\$162,308	\$83,513	\$173,424	\$11,116	6.85%	3.5% turnover allow. included
-200 Retirement	\$295,760	\$237,333	\$232,558	\$280,440	\$43,107	18.16%	Cost estimate received from NYS Comptroller, plus 2 new positions
-210 Soc Sec/Medicare	\$162,736	\$187,038	\$85,002	\$191,726	\$4,688	2.51%	Proportional change
-220 Worker's Comp	\$12,294	\$20,000	\$17,194	\$20,000	\$0	0.00%	Estimated
-230 Unemp. Insurance	\$0	\$10,000	\$0	\$10,000	\$0	0.00%	Estimated
-240 Health Insurance	\$304,826	\$364,700	\$186,373	\$390,300	\$25,600	7.02%	Assumes 10% increase @1/1/2024, two new enrollments
-250 Disability Insurance	\$1,995	\$2,500	\$1,267	\$2,500	\$0	0.00%	Stable
Total-Salaries & Benefits	\$3,011,224	\$3,266,500	\$1,687,570	\$3,401,192	\$134,692	4.12%	
Library Materials							
-300 Books	\$131,903	\$171,000	\$64,725	\$171,000	\$0	0.00%	Funding sufficient for current materials
-305 Audio Books (physical)	\$21,926	\$23,000	\$8,546	\$20,000	(\$3,000)	-13.04%	Continued shift to downloadable audiobooks
-307 E-collections	\$173,591	\$196,000	\$43,961	\$196,000	\$0	0.00%	Overdrive, Kanopy, Hoopla
-310 Electronic Resources	\$31,109	\$27,000	\$6,670	\$31,000	\$4,000	14.81%	Increase in database subscriptions
-313 Periodicals	\$18,475	\$19,000	\$16,548	\$21,000	\$2,000	10.53%	Includes e-magazines (Flipster), subscription increases
-350 Children's Books	\$57,587	\$85,000	\$24,460	\$85,000	\$0	0.00%	Stable
-355 Children's Audio Books	\$2,172	\$5,000	\$2,092	\$4,000	(\$1,000)	-20.00%	Continued shift to downloadable audiobooks
-356 Children's Media	\$3,005	\$5,000	\$980	\$2,000	(\$3,000)	-60.00%	Decreased demand for physical materials
-370 Special Collections	\$12,769	\$15,000	\$4,150	\$15,000	\$0	0.00%	Stable
-380 Media	\$29,967	\$40,000	\$10,650	\$30,000	(\$10,000)	-25.00%	Decreased demand due to streaming, purchasing fewer extra DVD copies
Total-Materials	\$482,504	\$586,000	\$182,782	\$575,000	(\$11,000)	-1.88%	
Operations							
-400 Photocopiers/Supplies	\$11,160	\$15,000	\$5,285	\$15,000	\$0	0.00%	Stable
-401 Office Supplies	\$20,532	\$20,000	\$4,943	\$20,000	\$0	0.00%	Stable
-402 Custodial Supplies	\$13,957	\$26,000	\$5,874	\$20,000	(\$6,000)	-23.08%	Estimate based on prior year
-403 Postage	\$14,463	\$20,000	\$9,235	\$22,000	\$2,000	10.00%	Increase in postage costs
-404 Printing & Marketing	\$25,011	\$35,000	\$7,952	\$35,000	\$0	0.00%	
-405 Van Operation	\$2,740	\$4,000	\$365	\$4,000	\$0	0.00%	Planned van maintenance
-420 Gas & Electric	\$72,944	\$65,000	\$43,483	\$75,000	\$10,000	15.38%	Increased cost of electricity and gas
-421 Telecomm & Cloud Services	\$12,230	\$14,000	\$12,157	\$24,000	\$10,000	71.43%	Continued expansion of community WiFi, Sensource
-422 Water	\$2,295	\$3,000	\$2,098	\$3,000	\$0	0.00%	
-423 Taxes-Sewer & Water	\$3,184	\$3,400	\$0	\$3,400	\$0	0.00%	
-430 Refund of Real Property Taxes	\$1,450	\$7,500	\$49	\$5,000	(\$2,500)	-33.33%	Usually a result of an error on Star credit
-450 Professional Services	\$26,278	\$30,000	\$5,467	\$30,000	\$0	0.00%	Includes attorney fees and contract negotiations
-451 Contractual Services	\$58,217	\$45,000	\$3,587	\$50,000	\$5,000	11.11%	Includes HVAC, plowing, and elevator maintenance contracts
-452 Insurance	\$23,842	\$29,000	\$28,305	\$30,000	\$1,000	3.45%	Projecting slight increase
-453 Bank Fees	\$1,275	\$1,400	\$841	\$1,400	\$0	0.00%	Fees associated with credit card processing
-454 Travel & Conferences	\$3,318	\$3,000	\$2,182	\$3,500	\$500	16.67%	State convention only, not a biannual national conference year
-455 Memberships	\$1,997	\$3,000	\$1,995	\$3,000	\$0	0.00%	
-456 Special Programs	\$22,801	\$32,000	\$7,036	\$35,000	\$3,000	9.38%	Increased in-person programs
-460 Furniture & Equipment	\$24,271	\$40,000	\$2,143	\$30,000	(\$10,000)	-25.00%	Estimate based on prior year
-461 IT Hardware & Software	\$58,103	\$42,000	\$18,954	\$50,000	\$8,000	19.05%	Upgrades to hardware and replacements as needed, software
-462 Building & Grounds Repairs	\$37,989	\$40,000	\$4,856	\$40,000	\$0	0.00%	Carpet cleaning, seal coat, bulbs, supplies

**BETHLEHEM PUBLIC LIBRARY
DRAFT BUDGET
2023-2024**

	2021-2022	2022-2023	6 Months Actual	2023-2024	Increase	% Change	Notes
EXPENSES	Actual Results	Budget		Proposed Budget	(Decrease)		
-463 Equipment/Furniture Repairs	\$3,803	\$2,000	\$44	\$2,000	\$0	0.00%	Maintenance equipment repairs
-464 Miscellaneous	\$6,130	\$6,000	\$4,496	\$6,500	\$500	8.33%	Incidentals, paymts to other libraries for lost books, offset by lost book revenue
-481 Audit Services	\$16,876	\$24,000	\$22,900	\$24,000	\$0	0.00%	Audit fees and actuary fees for GASB/OPEB report
-482 Accounting Services	\$14,242	\$30,000	\$33,278	\$20,000	(\$10,000)	-33.33%	One time request last year for accounting software
485 UHLAN Fees & Services	\$53,520	\$53,000	\$25,701	\$54,000	\$1,000	1.89%	Planned increase in library system fees
-490 Capital Expenditures	\$12,497	\$100,000	\$7,826	\$100,000	\$0	0.00%	Upgrades and building needs
-495 Contingency	\$0	\$35,000	\$0	\$35,000	\$0	0.00%	Unforeseen emergencies
Total-Operations	\$545,125	\$728,300	\$261,052	\$740,800	\$12,500	1.72%	
TOTAL EXPENSES	\$4,038,853	\$4,580,800	\$2,131,404	\$4,716,992	\$136,192	2.97%	
INCOME							
PILOT	\$219,916	\$227,724	\$233,871	\$241,523	\$13,799	6.06%	Estimate received from BCSD
State Aid	\$24,401	\$24,500	\$22,779	\$26,000	\$1,500	6.12%	Estimated state aid
Interest	\$4,474	\$6,000	\$26,365	\$35,000	\$29,000	483.33%	Interest rates expected to be high through 2024
Fines	\$19,225	\$2,000	\$1,471	\$3,000	\$1,000	50.00%	Fines for musuem passes and library of things
Photocopiers	\$5,789	\$6,500	\$3,347	\$7,000	\$500	7.69%	
Lost book payments	\$7,780	\$2,500	\$4,609	\$7,500	\$5,000		- Charges for lost or damaged items
Gifts and donations	\$6,207	\$3,500	\$8,209	\$4,000	\$500	14.29%	Conservative projection based on past experience
Miscellaneous	\$329	\$0	\$375	\$0	\$0		- Nonresident library card fees, misc other
TOTAL INCOME	\$288,121	\$272,724	\$301,026	\$324,023	\$51,299	18.81%	
Total Expenses	\$4,038,853	\$4,580,800	\$2,131,404	\$4,716,992	\$136,192	2.97%	
Total Income	\$288,121	\$272,724	\$301,026	\$324,023	\$51,299	18.81%	
Total Levy (expenses less income)	\$4,171,911	\$4,308,076	\$1,830,378	\$4,392,969	\$84,893	1.97%	
Actual expenses less income	\$3,750,732						
Surplus	\$421,179						
NYS Cap Limit- offical		\$4,353,640		\$4,474,499		2.78%	NYS cap limit is not official yet
Unused Cap		\$45,564		\$81,530			

Bethlehem Public Library's Volunteer Program is intended to expand and enhance public service to the community. Volunteer opportunities offer residents an opportunity to contribute to the community, fulfill personal goals, and learn more about the Library. Volunteers generally work on special projects, events or programs. Volunteers will not be used to replace the work done by paid Library staff.

A volunteer is identified as a person who offers to perform a task or service freely for the Library without compensation or benefits.

Selection of Volunteers

Prospective volunteers are required to submit a completed volunteer application form. Volunteers are selected based upon their stated interest(s), ability to commit to a consistent schedule of hours and the needs of the Library at any given time. If the interests and abilities match Library needs, staff will contact you. If there are no volunteer opportunities at the time, volunteer applications are held for one year.

Permission of a parent or guardian is required for youth under 18 years of age. Permission is provided by the parent or guardian's signature and date on the volunteer application form.

Designated Library staff will be responsible for interviewing, selecting and overseeing volunteers.

It is the policy of the Library to provide and maintain a work place environment free from discrimination or harassment based on age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, status as a victim of domestic violence, arrest record or conviction record, or sincerely held practice of religion and any other class protected by New York State or Federal Law.

Community Service and Partnership

The Library collaborates with the Bethlehem Central School District and other educational institutions and community organizations to provide relevant and meaningful volunteer experiences.

The Library works cooperatively with the local students who must perform community service as part of an authorized school assignment. Preference will be given to students residing within the Bethlehem Central School District. Persons who seek volunteer assignments to meet a requirement set by an outside agency for the performance of community service shall be subject to the above selection process and all other provisions of this policy.

Information about the type of community service, required hours, and required completion date must be included on the volunteer application form.

The Library may not be able to guarantee fulfillment of all service hours.

The Library will authenticate and provide a record of volunteer hours completed.

The Library does not participate in court appointed community service.

Roles and Responsibilities

Volunteers are expected to adhere to Library policies and practices established regarding work schedule, attendance, conduct, performance, safety procedures, proper attire, name tag display, etc.

Volunteers should be committed to reflecting a positive customer service attitude.

Volunteers shall only work during hours when adequate supervision is available.

Individual work schedules and specific time commitments will be mutually arranged in advance by the volunteer and designated Library staff.

Volunteers under the age of 18 may not work more than four (4) hours per day or without the direct supervision of a Library staff member.

Volunteers are required to complete a log sheet of the hours volunteered.

Training and Supervision

Designated Library staff will coordinate and supervise volunteers.

Volunteers will receive an orientation and specific training in their assigned duties from the Library staff members who directly supervise their work.

Volunteers will receive information on the Library's harassment policy, patron conduct policy, and other necessary policies and procedures.

General Provisions:

Nothing in this policy shall be deemed to create a contract between the volunteer and Bethlehem Public Library. The volunteer, and the Library, have the right to terminate the volunteer's association with the Library at any time, for any reason, with or without cause.

The Library will not provide health, workers' compensation, unemployment or disability benefit for volunteers.

In the event that a volunteer is unable to adequately perform the duties assigned, and no other appropriate tasks are available, the volunteer may be removed from service. Volunteers can be released from volunteer duties at any time at the discretion of the Library.

Volunteers may announce their separation at any time.

A volunteer exit survey may be utilized to assist the Library at identifying volunteer areas of strength and areas in need of improvement.



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

January 11, 2023

Kevin Coffey
Director of Buildings and Grounds
Bethlehem Public Library
451 DELAWARE AVENUE
Delmar, NY 12054-1205 U.S.A.

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

ATTENTION: Kevin Coffey

PROJECT NAME: Bethlehem Library RTU 3 Compressor Replacement

SCOPE OF SERVICE

- 1) Recover refrigerant from circuit using EPA certified equipment and technicians.
- 2) Removal of seized compressor.
- 3) Provide and install new compressor, contactor and filter drier.
- 4) Leak check, evacuate and charge with recovered refrigerant.
- 5) Startup and verify proper operation.

TOTAL PRICE:.....\$ 6,837.00 USD

NYS Contract # PT65823

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 January 11, 2023.

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
Cell: (518) 365-6080

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>CUSTOMER ACCEPTANCE</p> <hr/> <p>Authorized Representative</p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p> <hr/> <p>Purchase Order</p> <hr/> <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 Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company 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 counteroffer 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 counteroffer 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 Company for services, repairs, and/or replacements performed by Company 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 Company 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 Company; 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 ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.**

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 REMIDIES, 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. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND 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 COMPANY 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, THIRD-PARTY PRODUCT, OR 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), INCLUDING CONTAMINANTS LIABILITIES, 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. CONTAMINANTS 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 COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT 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 (0821)
Supersedes 1-10.48 (0720)

Notary Services

As discussed at the January trustee's meeting below is a proposal for notary services at the library. Eleven staff people provides a balance between coverage and price. In light of weekend rotations, this is the smallest number of staff people that would allow for reasonable coverage of notary services on the weekends.

UHLS announced that they will reimburse both the certification class, written exam and registration fees for each successful notary registration. There is no guarantee that it will continued to be offered in the future so I have included ongoing expenses for renewal.

		Assumes 11 staff people	Notes
One-time costs			
Notary certification class	\$45 per person	\$0	Reimbursed by UHLS for each successful notary registration
Written exam fee	\$15 per person one time	\$0	Reimbursed by UHLS for each successful notary registration
Notary stamps	\$40 per notary	\$800	
Craft appropriate policies and board actions		\$3,000	Estimate of attorney fees
Subtotal of one-time costs		\$3,800	
Ongoing costs			
Registration/renewal	\$60 per person every 4 years	\$165	
Comprehensive Errors and Omissions Insurance	\$25 to \$140 per person per year	\$1,540	High end of coverage
Subtotal of ongoing costs		\$1,705/yr	