



### Board of Trustees Meeting

Monday November 9, 2020 6:00 pm (Virtual Meeting)

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

#### Agenda

- Call to order
- Public participation
  - Communications can be directed to the following link prior to and during the meeting: <http://www.bethlehempubliclibrary.org/about-us/contact-us/contact-the-director/>
- Annual financial audit presentation
- Review previous meeting minutes (p. 2-7)
- Financial report (p. 8-14)
  - Treasurer's update
- Personnel report (p. 15)
  - Personnel actions
- Director's report (p. 16-26)
- UHLS report
- New business
  - New York State and Local Retirement System annual invoice (p. 27)
  - Bobcat quote (p. 28-29)
  - Boiler (p. 30-35)
  - Emergency patron conduct policy (p. 36-37)
  - Other new business
- Old business
  - Long range plan steering committee – update
  - Phased reopening plan - updates (p. 38)
  - Other old business
- Future business
- Public Participation
- Adjournment
  - Next board meeting: December 14, 2020 6:00pm (Virtual Meeting)
  - Next Friends of the Library meeting: December 21, 2020 (Annual Meeting) - virtual

MINUTES OF THE BOARD OF TRUSTEES MEETING  
BETHLEHEM PUBLIC LIBRARY **DRAFT**  
Tuesday October 13, 2020

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

Geoffrey Kirkpatrick, director  
Kristen Roberts, recording secretary

EXCUSED:

GUESTS: Tanya Choppy, accounts clerk  
Catherine Stollar Peters, assistant director  
Chris McGinty, assistant director

\*All present via Zoom broadcast live on YouTube and the library website.

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

#### PUBLIC PARTICIPATION

There was no public participation.

#### MINUTES

Minutes of the 14 September 2020 board meeting were approved unanimously on a MOTION by C. Wijeyesinghe with a SECOND by M. Walsh.

Minutes of the 23 September Long-Range Planning Committee meeting were approved unanimously on a MOTION by M. Redmond and a SECOND by C. Wijeyesinghe.

#### FINANCIAL REPORT

##### *Treasurer's update*

S. Whiting said there was nothing unusual to report for revenues and expenditures. She noted that as of September 30, the library had received \$1.7 million in tax revenue and recently received an addition \$2 million, which puts the library at about 90 percent of the total. She said that the financial report this month includes a detailed expense report compared to the previous year, which she intends to include on a quarterly basis. She said she is continuing to work on ways to make the report simpler and easier to read.

H. Narang asked which budget lines the expenses for Kanopy and Hoopla would come out of, and there was some discussion about whether the names of the budget lines needed to be adjusted to better describe library purchases.

M. Walsh asked if the 90 percent of taxes received was normal for this time of year. S. Whiting said that it was, and that the library is typically made whole in the spring. M. Redmond asked if it is the state's responsibility to make the library whole. G. Kirkpatrick and S. Whiting said they would look into the process and get back to the board about it.

S. Whiting said the draft of the audited financial statements had been received and would be ready to be presented to the board at the next meeting. She said the auditors were on site for three days and everything went smoothly.

C. Wijeyesinghe asked if there was an audit committee to review the draft before presenting it to the board. M. Redmond said the finance committee would be looking at the draft.

On a MOTION by M. Redmond with a SECOND by C. Wijeyesinghe, the board unanimously approved the Financial Statement dated 30 September 2020 (Manual Disbursements \$59,910.44; Cash Disbursements/Accounts Payable \$95,882.22; Trust & Agency Disbursements/Salaries \$183,923.69; CapProject Fund/Hand-Drawn Checks \$0; Total: \$339,716.35).

#### PERSONNEL REPORT

The board noted the personnel report. G. Kirkpatrick said he was requesting approval to fill a full-time clerk position created by the internal promotion of a staffer to senior clerk. He noted that the senior clerk position had been vacant since a spring retirement, but with the library open once again, there was a need to have a senior clerk in charge of supervising and scheduling the pages.

#### PERSONNEL ACTION

On a MOTION by M. Redmond with a SECOND by M. Walsh, the board unanimously approved a new hire for the following vacancies, pending Civil Service approval:

- Library clerk, full-time, permanent, \$29,285/annual or per contract.

#### DIRECTOR'S REPORT

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

- K. Coffey is investigating a temporary seasonal solution to provide coverage from the elements during curbside pickup throughout the winter months. G. Kirkpatrick said the hope is that with the doors open, demand for curbside pickup will decrease.
- G. Kirkpatrick said he would like to purchase a small tractor-type vehicle to help with moving carts of books, pallet deliveries, snow removal and more. He said he expects to have some pricing quotes for the next meeting.

The board discussed the director's report stats for in-person browsing, which led to a larger discussion about the next steps in reopening. G. Kirkpatrick noted that the library's busiest day for browsing is Saturday, but the 15-person maximum has rarely been reached. He said that head count is likely self-limiting because without the computers and seating, there is nothing encouraging patrons to linger.

M. Walsh asked why having staff work on the weekend takes away from staffing levels on weekdays since the library is offering fewer services. G Kirkpatrick said staff levels are currently down as the library holds off on filling a number of open positions. He also noted that the addition of two new service points – a greeter at the door and curbside pickup – has also stretched existing staff. He said Saturday is already down to a skeleton crew, and to increase weekend hours, the library would have to start filling some of the open positions. M. Walsh asked if it would be possible to close a weekday in order to make more staff available to work weekends. G. Kirkpatrick said that he was trying to keep service hours consistent to avoid confusion. M. Kissinger said that at some point, the public will be expecting the library to be open on Sundays, and it could be time to hire the open positions needed to cover that. M. Redmond asked if one of the open positions could be defined as a weekend position and to look for people who want to work those hours. G. Kirkpatrick said he would have to see if there were any contract implications with that. C. Wijeyesinghe suggested the library continue to track where the staffing gaps and demand are and bring that data to the board. G. Kirkpatrick said the data was available and he and C. Stollar Peters would put something together.

L. Scoons asked whether it was time to start discussing what the goals were for curbside moving forward and recognizing that the service is likely here to stay. G. Kirkpatrick said the library had already been looking into curbside before the pandemic, but it was never as a primary circulation point as it is now. He said he is waiting to see if being open reduces the demand for curbside, but if demand remains strong, staffing will have to be considered. M. Walsh said she asked library architect Paul Mays to consider a curbside pickup area in his building schemes. M. Kissinger said the library will have to consider what curbside would look like in February and how to make it manageable and safe, whether by reducing the hours or closing it down when the weather is untenable. C. Brancatella said that as a mother of a young child, she supports keeping curbside open in some form, even if it means reducing the hours. The board discussed whether the widespread community support of curbside pickup meant the public would be willing to pay more for the service.

G. Kirkpatrick said it might be time to stop just making do and to start making steps toward normalizing the way the library thinks about providing services. H. Narang said he'd like to see a plan at the next meeting for staffing from now until March. C. Wijeyesinghe said the library needs to start thinking about the new normal and how to deliver curbside safely. M. Redmond said she hopes the library would consider the possibility of mid-week closures if it is determined that the community wants more weekend hours.

- On Columbus Day, the library was open for browsing and offered the Pop-Up Library and curbside pickup concurrently. G. Kirkpatrick noted that the Pop-Up and browsing crowds were not two separate groups.
- Outreach to the schools is continuing virtually.
- G. Kirkpatrick said he was proud of the overall circulation of September, which was at about 70 percent of last year's number even with the limited hours and access.

- An issue with the phone system has been resolved, but IT will continue to look at cloud-based phone systems as there are some very desirable aspects to them.
- M. Walsh asked if Library of Things items were requestable. The library has made them requestable to accommodate curbside services, and some items like VR goggles and binoculars have been removed from circulation for the time being.
- G. Kirkpatrick noted that he would be making a laptop purchase request to help move all full-time staff to the devices, which would help provide continuity of service in the event of another shutdown.
- He noted that the state had passed new minimum standards for the library, which he included at the end of his report.

## UPPER HUDSON LIBRARY SYSTEM REPORT

L. Scoons said some the board split some of the additional construction grant money from other library systems among the UHLS libraries that did not receive full funding. She said this month the board would be discussing the budget.

## NEW BUSINESS

### *Scheduling public meetings at the library*

G. Kirkpatrick said the library is currently rolling out cancellations from month to month, but it is likely to be a long time before public meetings can be held at the library. He asked the board if they felt this was effective or if they would rather just push all cancellations out to a set date. M. Redmond said that everyone is living month to month right now, and the current way of handling cancellations is consistent with that. C. Brancatella said cancelling month to month appears more optimistic and hopeful than setting a date far in the future. M. Redmond asked if it would be a good time to open up reservations back up so that people could reserve a room as a placeholder and avoid a rush of reservations at once.

### *Kanopy renewal*

G. Kirkpatrick presented an estimate of the cost to continue Kanopy based on usage statistics from the previous year. The streaming service is available to Bethlehem cardholders only and has seen good use since it has been offered.

On a MOTION by C. Wijeyesinghe with a SECOND by C. Brancatella, the board unanimously voted to continue the library's Kanopy subscription for a year at the estimated cost of \$19,200 with a cost cap of \$24,000.

### *Resolution – UHLS Volunteer of the Year*

G. Kirkpatrick said Friends of the Library volunteer Polly Hartman had been named Upper Hudson Volunteer of the Year. At M. Kissinger's request, a board resolution was prepared recognizing this achievement. A framed and signed copy of the resolution will be presented to P. Hartman at a later date.

On a MOTION by M. Walsh with a SECOND by C. Wijeyesinghe, the board unanimously voted to pass Resolution No. 2002 honoring Polly Hartman for her recognition as UHLS Volunteer of the Year for 2019.

*Board meeting on BCN-TV*

G. Kirkpatrick said that the virtual board meetings are currently on the library's YouTube channel, and now that staff is able to devote more time to scheduling programming on BCN-TV, the library could post the meetings there as well. The board agreed.

*Fines and cash handling*

G. Kirkpatrick noted that the date the board originally planned to re-institute fines is approaching November 1. He asked the board if that was still the intent and, if so, there would be some issues about cash handling that would need to be discussed.

Board members were in favor of bringing back fines in order to encourage the return of materials, but there was some discussion about when that would be in order to provide ample notice to patrons. G. Kirkpatrick noted that overdue notices have been going out even though fines are not accruing. He also said that once fines return, there will be some logistics to figure out regarding materials in quarantine for 96 hours, as well as whether the fines will accrue for the entire time an item was out or just from the date fines were reinstated. C. Brancatella proposed the natural deadline of January 1, and the board discussed what the potential lack of fine revenue would look like. S. Whiting noted that those losses can be made up by underspending in other budget lines. C. Brancatella said it has been an interesting and unexpected test case for the fine-free discussion the board has been having.

The board agreed that extending the fine moratorium through the end of the year seemed appropriate, but asked that the message to the public be very clear about what that would mean.

On a MOTION by C. Brancatella with a SECOND by C. Wijeyesinghe, the board unanimously voted to extend the library's moratorium on fines through December 31 2020.

*Other new business*

G. Kirkpatrick presented a quote for 10 new laptops and docking stations through state contract. He said he would like to migrate full-time staff to laptops for continuity in service and accessibility for staff.

On a MOTION by H. Narang with a SECOND by M. Walsh, the board unanimously approved the purchase of 10 staff laptops and docking stations at a total cost of \$18,637.60.

M. Redmond asked whether the committee handling contract negotiations would be the same as before, and if not it would be a good time to start getting everything in place for that. She commended the previous committee's work on the negotiations.

**OLD BUSINESS***Auto transcription for board meetings*

Since the last board meeting, members had reviewed the automatically generated transcripts versus the manual ones and had reached a consensus.

On a MOTION by M. Redmond with a SECOND by C. Wijeyesinghe, the board unanimously decided to accept the automatically generated meeting transcripts from YouTube as satisfying the requirements under the New York State Executive Order modifying Open Meeting Law.

*Long range plan steering committee - update*

H. Narang said the committee would be meeting this Friday without P. Mays. He has forwarded P. Mays' most recent schemes to the committee, along with a rough scope of likely costs.

*MERV filters for HVAC*

The filters have been installed. Trane will do an air quality test and provide a sticker for the door to assure the public.

*Reopening phase discussion*

Discussed during the director's report.

G. Kirkpatrick said that fulfilling the demand for more weekend hours would be where the library focuses next. M. Redmond asked if that would be before reintroducing public computers. G. Kirkpatrick said that computer use and study space would eventually have to be talked about as the weather cools and people aren't able to work outside the library, but expanding hours is the priority at this time.

*Other old business*

M. Kissinger encouraged the board to check out the Alexis de Toqueville's Democracy in America series later in the month. He noted that it is being presented by the same speaker who did the Hamilton's Federalist Papers program a few years ago.

**FUTURE BUSINESS**

There was no future business discussed at this time.

**PUBLIC PARTICIPATION**

There was no public participation.

**ADJOURNMENT**

On a MOTION by M. Redmond with a SECOND by M. Walsh, the board adjourned the regular meeting at 7:45pm.

Prepared by  
Kristen Roberts, recording secretary

Cosigned by  
M. Kissinger, board president

## BETHLEHEM PUBLIC LIBRARY

## CASH &amp; INVESTMENTS SUMMARY

AS OF 10/31/2020

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

| ACCOUNT                      | CASH BALANCE        | RECEIPTS            | DISBURSEMENTS       | TRANSFERS      | CASH BALANCE        |
|------------------------------|---------------------|---------------------|---------------------|----------------|---------------------|
|                              | 9/30/2020           |                     |                     |                | 10/31/2020          |
| TD Bank General Fund         | 1,948,097.65        | 2,212,015.09        | (202,674.53)        | (2,125,132.89) | 1,832,305.32        |
| TD Bank Payroll              | -                   |                     | (125,132.89)        | 125,132.89     | -                   |
| TD Bank Money Market         | 2,521,535.16        | 875.46              | -                   | 2,000,000.00   | 4,522,410.62        |
| TD Bank Capital Project Fund | -                   | -                   | -                   | -              | -                   |
| Key Bank Checking            | 2,500.00            | -                   | -                   | -              | 2,500.00            |
| TOTAL:                       | <u>4,472,132.81</u> | <u>2,212,890.55</u> | <u>(327,807.42)</u> | <u>(0.00)</u>  | <u>6,357,215.94</u> |

|             |
|-------------|
| INVESTMENTS |
|-------------|

None

Checks outstanding greater than 90 days old:

General Fund cash balance includes \$ 16,050.00 of Storch Fund money



## BETHLEHEM PUBLIC LIBRARY

## REVENUE &amp; EXPENSE REPORT

## 4 MONTHS ENDED 10/31/2020

## FISCAL YEAR 2020-2021

|  | ANNUAL<br>BUDGET<br>2020-2021 | YTD ACTUAL<br>4 MONTHS ENDED<br>10/31/2020 | Percent<br>YTD<br>10/31/2020 | YTD PRIOR<br>4 MONTHS ENDED<br>10/31/2019 | Percent<br>YTD<br>10/31/2019 |
|--|-------------------------------|--|------------------------------|---|------------------------------|
| <b>REVENUE</b>                         |                               |  |                              |   |                              |
| Real Property Taxes                    | 4,172,563                     | 3,934,612                                  | 94.3%                        | 3,969,004                                 | 97.6%                        |
| PILOT                                  | 211,637                       | 205,388                                    | 97.0%                        | 130,996                                   | 64.5%                        |
| Fines                                  | 28,000                        | 237  | 0.8%                         | 8,176                                     | 27.3%                        |
| Interest on Deposits                   | 30,000                        | 2,005                                      | 6.7%                         | 13,498                                    | 135.0%                       |
| Lost Book Payments                     | -                             | 108  | 0.0%                         | -   | 0.0%                         |
| Sale of Books                          | 5,000                         | -  | 0.0%                         | 1,633                                     | 32.7%                        |
| Gifts and Donations, Misc              | 1,000                         | 1,410                                      | 141.0%                       | 700                                       | 70.0%                        |
| Photocopier                            | 7,500                         | -  | 0.0%                         | 2,981                                     | 37.3%                        |
| State Aid                              | 24,000                        | -  | 0.0%                         | 22,545                                    | 93.9%                        |
| Grants                                 | -                             | -  | 0.0%                         | -   | 0.0%                         |
| Miscellaneous Income                   | -                             | -  | 0.0%                         | 75  | 0.0%                         |
| <b>Total Revenue</b>                   | <b>4,479,700</b>              | <b>4,143,760</b>                           | <b>92.5%</b>                 | <b>4,149,607</b>                          | <b>95.5%</b>                 |
| <b>EXPENSES</b>                        |                               |  |                              |   |                              |
| Salaries                               | 2,363,565                     | 710,050                                    | 30.0%                        | 737,709                                   | 31.6%                        |
| Retirement                             | 291,089                       | -  | 0.0%                         | -   | 0.0%                         |
| Health Insurance                       | 310,433                       | 101,301                                    | 32.6%                        | 101,517                                   | 32.9%                        |
| Other Benefits                         | 201,213                       | 73,624                                     | 36.6%                        | 74,136                                    | 36.5%                        |
| Subtotal Salaries & Benefits           | <b>3,166,300</b>              | <b>884,975</b>                             | <b>27.9%</b>                 | <b>913,362</b>                            | <b>29.2%</b>                 |
| Library Materials - Print              | 302,500                       | 80,248                                     | 26.5%                        | 67,597                                    | 23.1%                        |
| Library Materials - Electronic & Audio | 284,000                       | 88,034                                     | 31.0%                        | 44,706                                    | 17.7%                        |
| Subtotal Library Material              | <b>586,500</b>                | <b>168,282</b>                             | <b>28.7%</b>                 | <b>112,302</b>                            | <b>20.6%</b>                 |
| Operations                             | 601,900                       | 164,398                                    | 27.3%                        | 178,553                                   | 32.3%                        |
| Capital Expenditures                   | 125,000                       | -  | 0.0%                         | 15,898                                    | 12.7%                        |
| <b>Total Expenses</b>                  | <b>4,479,700</b>              | <b>1,217,655</b>                           | <b>27.2%</b>                 | <b>1,220,115</b>                          | <b>28.1%</b>                 |

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

|  |    |            |
|--|----|------------|
| CHECKS DISBURSED IN OCTOBER 2020 BASED ON PRE-APPROVAL     | \$ | 48,402.14  |
| CHECKS DISBURSED IN OCTOBER 2020 RELATING TO PAYROLL       | \$ | 183,523.06 |
| CHECKS BEING SUBMITTED FOR APPROVAL                        | \$ | 82,188.27  |
| CHECKS BEING SUBMITTED FOR APPROVAL - CAPITAL PROJECT FUND | \$ | -          |

**BETHLEHEM PUBLIC LIBRARY**

**Check Warrant Report For A - 13: MANUAL DISB (OCT 20) For Dates 10/1/2020 - 10/31/2020**



| Check #                           | Check Date | Vendor ID | Vendor Name                    | PO Number              | Check Amount     |
|-----------------------------------|------------|-----------|--------------------------------|------------------------|------------------|
| 39073                             | 10/07/2020 | 310       | **VOID** JANWAY COMPANY        | 210029                 | -1,519.52        |
| 39114                             | 10/01/2020 | 1833      | BLUESHIELD OF NORTHEASTERN NY  |                        | 11,238.84        |
| 39115                             | 10/01/2020 | 1607      | VERIZON BUSINESS FIOS          | 210000                 | 126.98           |
| 39116                             | 10/01/2020 | 1607      | VERIZON BUSINESS FIOS          | 210000                 | 125.12           |
| 39162                             | 10/20/2020 | 1424      | AFLAC NEW YORK                 |                        | 415.92           |
| 39163                             | 10/20/2020 | 1831      | CDPHP UNIVERSAL BENEFITS, INC. |                        | 5,713.30         |
| 39164                             | 10/20/2020 | 720       | MVP HEALTH PLAN, INC.          |                        | 4,107.53         |
| 39165                             | 10/20/2020 | 2061      | UNITED HEALTHCARE INSURANCE CO |                        | 123.80           |
| 39166                             | 10/20/2020 | 1581      | UNITED STATES POSTAL SERVICE   | 210141                 | 1,345.00         |
| 39167                             | 10/20/2020 | 1607      | VERIZON BUSINESS FIOS          | 210000                 | 100.38           |
| 39168                             | 10/20/2020 | 2137      | WEX BANK                       | 210003                 | 31.04            |
| 39172                             | 10/29/2020 | 1833      | BLUESHIELD OF NORTHEASTERN NY  |                        | 8,991.07         |
| 39173                             | 10/29/2020 | 1831      | CDPHP UNIVERSAL BENEFITS, INC. |                        | 12,831.59        |
| 39174                             | 10/29/2020 | 2087      | CITIBANK                       | 210148                 | 1,488.22         |
| 39175                             | 10/29/2020 | 1570      | NATIONAL GRID                  |                        | 2,914.23         |
| 39176                             | 10/29/2020 | 1607      | VERIZON BUSINESS FIOS          | 210000                 | 119.59           |
| 39177                             | 10/29/2020 | 1607      | VERIZON BUSINESS FIOS          | 210000                 | 123.27           |
| 39178                             | 10/29/2020 | 1607      | VERIZON BUSINESS FIOS          | 210000                 | 125.78           |
| <b>Number of Transactions: 18</b> |            |           |                                | <b>Warrant Total:</b>  | <b>48,402.14</b> |
|                                   |            |           |                                | <b>Vendor Portion:</b> | <b>48,402.14</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 - 15: TRUST & AGENCY (OCT 20) For Dates 10/1/2020 - 10/31/2020**



| Check # | Check Date | Vendor ID | Vendor Name                     | PO Number | Check Amount |
|---------|------------|-----------|---------------------------------|-----------|--------------|
| 39159   | 10/15/2020 | 712       | CIVIL SERVICE EMPL ASSOC INC.   |           | 934.82       |
| 39160   | 10/15/2020 | 1679      | METLIFE-TSA CONTRIBUTIONS       |           | 100.00       |
| 39161   | 10/15/2020 | 711       | SCHOOL SYSTEMS FED CREDIT UNION |           | 170.00       |
| 39169   | 10/30/2020 | 712       | CIVIL SERVICE EMPL ASSOC INC.   |           | 934.82       |
| 39170   | 10/30/2020 | 1679      | METLIFE-TSA CONTRIBUTIONS       |           | 100.00       |
| 39171   | 10/30/2020 | 711       | SCHOOL SYSTEMS FED CREDIT UNION |           | 170.00       |
| 100490  | 10/15/2020 | 709       | BPL SPECIAL PAYROLL ACCOUNT     |           | 60,955.38    |
| 100491  | 10/15/2020 | 710       | NYS INCOME TAX BUREAU           |           | 3,498.60     |
| 100492  | 10/15/2020 | 1946      | IRS - PAYROLL TAX PMT           |           | 20,385.25    |
| 100493  | 10/15/2020 | 2003      | NEW YORK STATE DEFERRED         |           | 2,160.94     |
| 100494  | 10/30/2020 | 709       | BPL SPECIAL PAYROLL ACCOUNT     |           | 64,177.51    |
| 100495  | 10/30/2020 | 710       | NYS INCOME TAX BUREAU           |           | 3,609.92     |
| 100496  | 10/30/2020 | 730       | NYS EMPLOYEES RETIREMENT SYSTE  |           | 2,638.06     |
| 100497  | 10/30/2020 | 1946      | IRS - PAYROLL TAX PMT           |           | 21,256.38    |
| 100498  | 10/30/2020 | 2003      | NEW YORK STATE DEFERRED         |           | 2,431.38     |

**Number of Transactions: 15**

**Warrant Total: 183,523.06**

**Vendor Portion: 183,523.06**

**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 - 16: CASH DISB (NOV20) For Dates 11/10/2020 - 11/10/2020



| Check # | Check Date | Vendor ID | Vendor Name                                 | PO Number | Check Amount |
|---------|------------|-----------|---|-----------|--------------|
| 39179   | 11/10/2020 | 1531      | A-J LAWN SPRINKLER CO., INC.                | 210146    | 160.00       |
| 39180   | 11/10/2020 | 2334      | ALLEGRA MKTG C/O GLENN READ ENTERPRISES LLC | 210164    | 617.77       |
| 39181   | 11/10/2020 | 1009      | AMAZON CREDIT PLAN                          | 210160    | 3,609.91     |
| 39182   | 11/10/2020 | 61        | AQUASCAPE DESIGNS LLC                       | 210008    | 91.98        |
| 39183   | 11/10/2020 | 77        | BAKER & TAYLOR , INC.                       | 210123    | 14,139.74    |
| 39184   | 11/10/2020 | 1186      | BAKER AND TAYLOR ENTERTAINMENT              | 210138    | 512.45       |
| 39185   | 11/10/2020 | 89        | BETHLEHEM C OF C                            | 210155    | 405.00       |
| 39186   | 11/10/2020 | 1887      | BPAS - ACCOUNTS RECEIVABLE                  | 210140    | 6,000.00     |
| 39187   | 11/10/2020 | 103       | BRODART INC                                 | 210024    | 51.24        |
| 39188   | 11/10/2020 | 2257      | CANAJOHARIE LIBRARY & ART GALLERY           | 210167    | 85.00        |
| 39189   | 11/10/2020 | 2200      | CCB TECHNOLOGY, INC.                        | 210156    | 2,890.00     |
| 39190   | 11/10/2020 | 2078      | COUNTY WASTE & RECYCLING SERVICE, INC.      | 210013    | 238.58       |
| 39191   | 11/10/2020 | 1220      | DEMCO, INC                                  | 210158    | 3,449.42     |
| 39192   | 11/10/2020 | 1991      | EASTERN MANAGED PRINT NETWORK LLC           | 210017    | 175.20       |
| 39193   | 11/10/2020 | 1674      | FINDAWAY                                    | 210137    | 1,266.54     |
| 39194   | 11/10/2020 | 1986      | FIRSTLIGHT FIBER                            | 210005    | 203.76       |
| 39195   | 11/10/2020 | 2170      | FRIENDS OF HILDENE                          | 210168    | 200.00       |
| 39196   | 11/10/2020 | 2272      | GLOBAL EQUIPMENT COMPANY INC.               | 210131    | 678.29       |
| 39197   | 11/10/2020 | 2201      | LANE PRESS OF ALBANY                        | 210012    | 1,597.00     |
| 39198   | 11/10/2020 | 2313      | MARVIN AND COMPANY, P.C.                    | 210010    | 8,000.00     |
| 39199   | 11/10/2020 | 1914      | MICROKNOWLEDGE                              | 210142    | 795.00       |
| 39200   | 11/10/2020 | 1024      | MIDWEST TAPE LLC                            | 200661    | 1,512.64     |
| 39201   | 11/10/2020 | 2148      | NORTHEAST PEST CONTROL                      | 210014    | 199.00       |
| 39202   | 11/10/2020 | 1823      | OVER DRIVE INC.                             | 210170    | 13,902.13    |
| 39203   | 11/10/2020 | 450       | PHILLIPS HARDWARE INC                       | 210007    | 48.91        |
| 39204   | 11/10/2020 | 505       | ROEMER WALLENS GOLD & MINEAUX               | 210143    | 575.00       |
| 39205   | 11/10/2020 | 2038      | STAPLES BUSINESS ADVANTAGE                  | 210130    | 637.04       |
| 39206   | 11/10/2020 | 2340      | T-MOBILE                                    | 210016    | 133.00       |
| 39207   | 11/10/2020 | 2296      | THE WILD CENTER                             | 210169    | 440.00       |
| 39208   | 11/10/2020 | 2344      | ULINE, INC.                                 | 210046    | 1,027.46     |
| 39209   | 11/10/2020 | 632       | UPPER HUDSON LIBRARY SYSTEM                 | 210144    | 17,454.05    |
| 39210   | 11/10/2020 | 1607      | VERIZON BUSINESS FIOS                       | 210000    | 199.99       |
| 39211   | 11/10/2020 | 1968      | VERIZON WIRELESS                            | 210001    | 141.27       |
| 39212   | 11/10/2020 | 645       | W W GRAINGER INC                            | 210006    | 470.90       |
| 39213   | 11/10/2020 | 1884      | W.B. MASON CO., INC.                        | 210120    | 280.00       |

**BETHLEHEM PUBLIC LIBRARY**

**Check Warrant Report For A - 16: CASH DISB (NOV20) For Dates 11/10/2020 - 11/10/2020**



| Check # | Check Date | Vendor ID | Vendor Name | PO Number | Check Amount |
|---------|------------|-----------|-------------|-----------|--------------|
|---------|------------|-----------|-------------|-----------|--------------|

**Number of Transactions: 35**

**Warrant Total: 82,188.27**

**Vendor Portion: 82,188.27**

**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



## Director's Report November 2020

### Building and Grounds

I have included a quote from Bobcat for a small walk-behind tractor-type machine. We looked at three different manufacturers and ultimately decided on this model as the lowest price, best physical fit for our space (small) and on NYS contract. The other similar models were significantly more expensive. Beyond the small forklift and bucket attachments that we would like to purchase, we can rent additional attachments for less frequent needs.

The boiler, which was installed in 1995, has a crack in one of its cast iron sections. Due to the installation and manufacturing date, asbestos is **not** present. This significantly reduces the cost and work involved in repair or replacement and decreases hassle significantly.

### Public Services

There are a few statistics to note. The collections that are performing best are those that were more reliant on e-content pre-COVID. Magazines and audiobooks have been doing very well. Digital content now represents about 30% of our overall circulation, though this number has been falling relative to physical circulation since late summer. About 15% of our circulation was digital pre-COVID. These trends will be interesting to watch going forward.

October 12 saw the end of the Pop-Up Library. This popular service closed as the days became shorter, darker and colder. We had 280 people attend the Pop-Ups in October, with more than 1,800 people coming during this year. At the Pop-Up, we retrieved 195 hold shelf items, gave out 248 children's craft kits, and pulled 220 items that were on the shelves in the library. A lot of the questions at the Pop-Up had to do with in-person browsing, hours, and the availability of other services. We were also able to bring out the phone/tablet charging locker and power cords during the area-wide power outage. Many people took advantage of our power and internet for school and work after the damaging windstorm. The most popular items from the Pop-Up have been integrated into the New collection.

Book Bundles continue to be popular, though the 130 this month was fewer than the 177 from September. The focus continues to shift to children and storytime bundles. Adult bundles were more popular over the summer. We have had teachers use the service to help select books for their classes. We are creating an educator bundle and media bundle forms now. We are prepared for this service to expand again should we need to restrict in-person services again.

In-person browsing attendance increased significantly from September to October as you might expect, with a greater number of browsing hours available each week. I believe the word is spreading further in our community as well; we are seeing newly returned patrons daily.

We added a new free Proquest database, Black Freedom Struggle. It features selected open primary source documents. Patrons will find historical newspaper articles, pamphlets, diaries, correspondence and much more from specific time periods in U.S. history.



The Friends of the Library held a successful book sale on October 10. All items made available were recently weeded from the collection. Those items would normally have been made available for sale through the book sale under the stairs and had begun to accrue. A special thanks for Chris and the staff from Public Services for making things go so smoothly. It wouldn't have happened without them. Their efforts were greatly appreciated by the public and the Friends. As always, Maintenance staff did a lot of work moving items and helping on the day of the event.

## **Programs**

Online versions of some of the library's most popular programs continue to take place. The attendance is generally a little smaller, but participants are so pleased to see their librarians and other community members in real time. Librarians are focusing more on live events and producing less recorded content, now that the library is open more hours.

Tori reports that her Virtual Sewing program had a great response. Her participants had a great time and loved the project.

Frank hosted Lisa Dougherty to provide an introduction to family history for a recent Coffee and Conversation, which went really well. Mary hosted Michael Catoggio to provide a Coffee and Conversation talk about the Swing Era in the Capital District. It was an excellent presentation and had the highest attendance for our virtual Coffee and Conversation so far. We have two more Coffee and Conversation programs in the fall series. Both are presentations by the NYS museum and should be very interesting.

Kate and Cathy collaborated with the Town Park to offer a Trick or Treat along the story walk at the Elm Avenue park. Four members of the Friends of the Library came to help hand out treats. There were two sessions, and about 80 people attended. By spreading out the attendees and using the entire loop trail, the event felt very safe. Families thanked us profusely for providing an event that allowed their children to enjoy some Halloween fun. Photos below.

The Humanities NY funded series on democracy is halfway to completion. The attendance has been very good for a virtual program. Kristen M. is working on getting recordings available so those who were not able to attend will still be able to participate.

Michelle and Tori judged the pumpkin carving contest and awarded the prizes. Photos of winning pumpkins are posted online.

## **Outreach**

Michelle visited the Hamagrael 2nd and 3rd graders virtually to talk about library services.

Tori visited 5th graders from the BCSD Virtual Learning academy to talk about library services.

Kate visited the Slingerlands 4th graders. She was able to send craft supplies to the classroom and meet with the students online to provide her presentation and work on the craft with them.

Kate visited the Slingerlands 3rd graders to talk about library news and current services.

Kate provided another classroom STEM kit to a teacher.

Anne provided book suggestions and reserved materials for a teacher.

Tori collaborated with the Town Parks to bring a mini Teen Pop-Up library to their October SCREAMS event. The movie night was held in person at the park. Instead of circulating items, Tori was able to give away books to all of the participants. She reports that the teens were thrilled to see someone from the library and get new books to enjoy. Photo below.

### **Circulation and Technical Services**

I have included a series of histograms and charts produced by Catherine about how not charging fines has impacted circulation patterns. The short answer, not nearly as much as you might think. Catherine will be attending the board meeting to help the discussion about these trends.

### **Meetings and Miscellany**

You may notice a slight change in the way I am reporting digital statistics in the monthly report. As our digital offerings continue to grow in number and popularity, the old groupings are no longer meaningful. I will be reporting ebook, e-audiobook, e-magazine, and streaming video use separately. These numbers are compiled in the general circulation numbers but are significant enough to be reported individually as well.

Frank was accepted into the NYLA Developing Leaders Program. This program will last for nine months and focuses on helping participants strengthen their leadership skills.

Cathy, a previous participant, was asked to act as a mentor for the Developing Leaders Program as well.

Several of our librarians currently serve on committees for the Collaborative Summer Library Program, a nationwide organization focused on supporting summer reading programs. Cathy serves on the Social Media committee, Kate was selected for the Artwork committee, Frank serves on the Adult Manual and Statistics committee, and Chris services on the Vendor committee and Theme/Slogan committee. All of this work helps ensure that we are involved in the summer reading program on a nationwide level and helps keep us informed of industry trends.

I have been appointed as the chair of the New York Library Association Civil Service Committee.

Geoffrey Kirkpatrick, Library Director

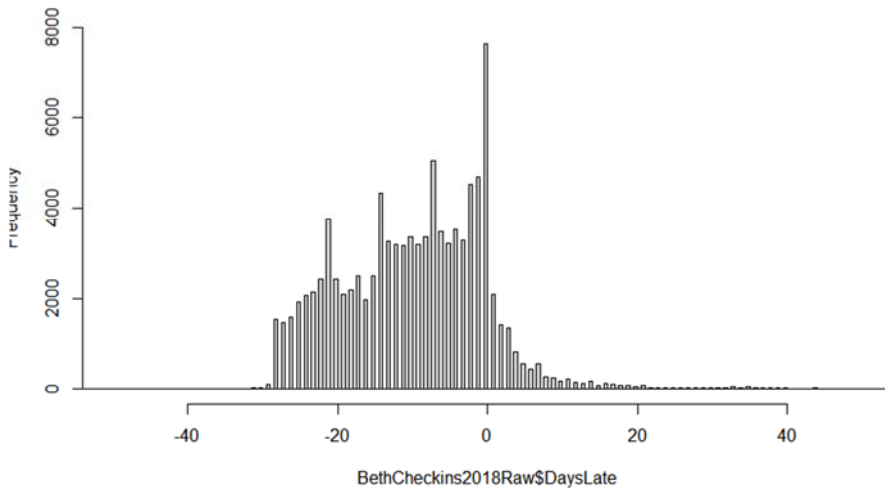




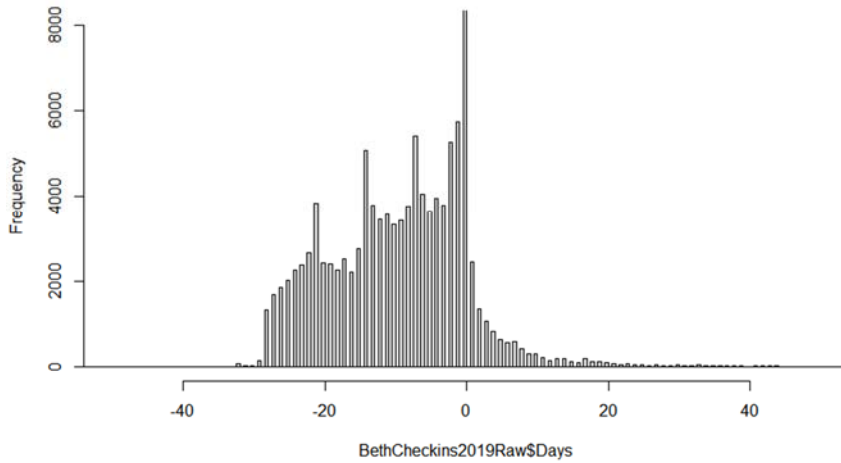
## Comparison of return patterns of library materials in 2018, 2019, and 2020

Histogram is composed of the frequency of number of items returned during the period of 7/1 – 10/15 during the listed years n days early or late compared to due date. Due date is 0.

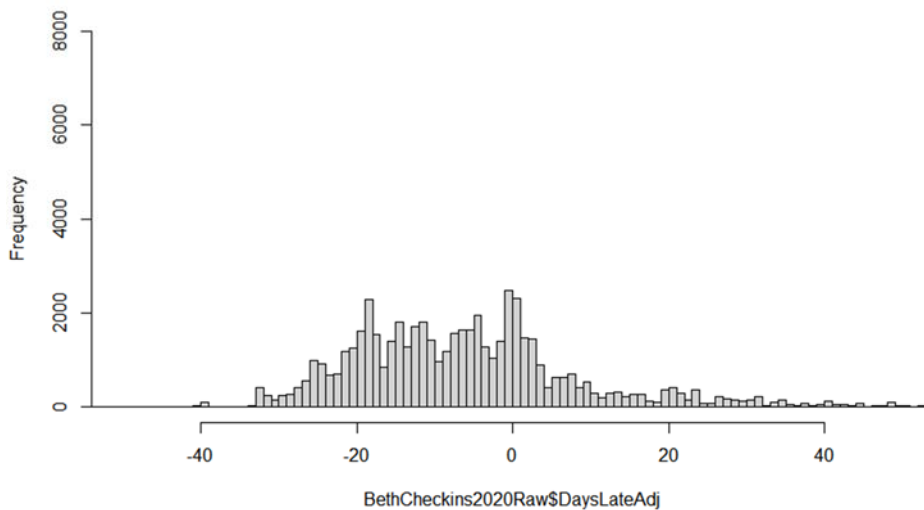
Histogram of BethCheckins2018Raw\$DaysLate



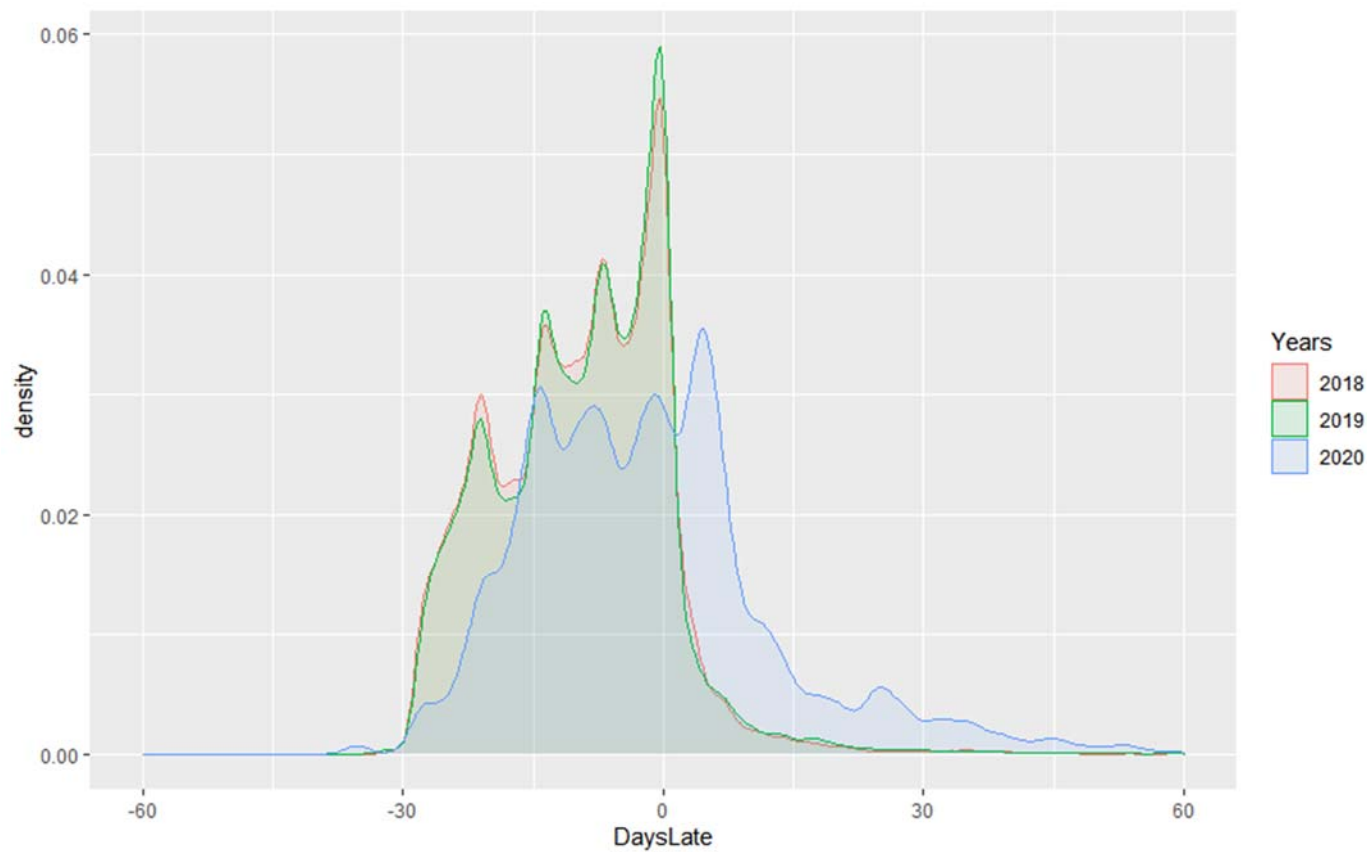
Histogram of BethCheckins2019Raw\$Days

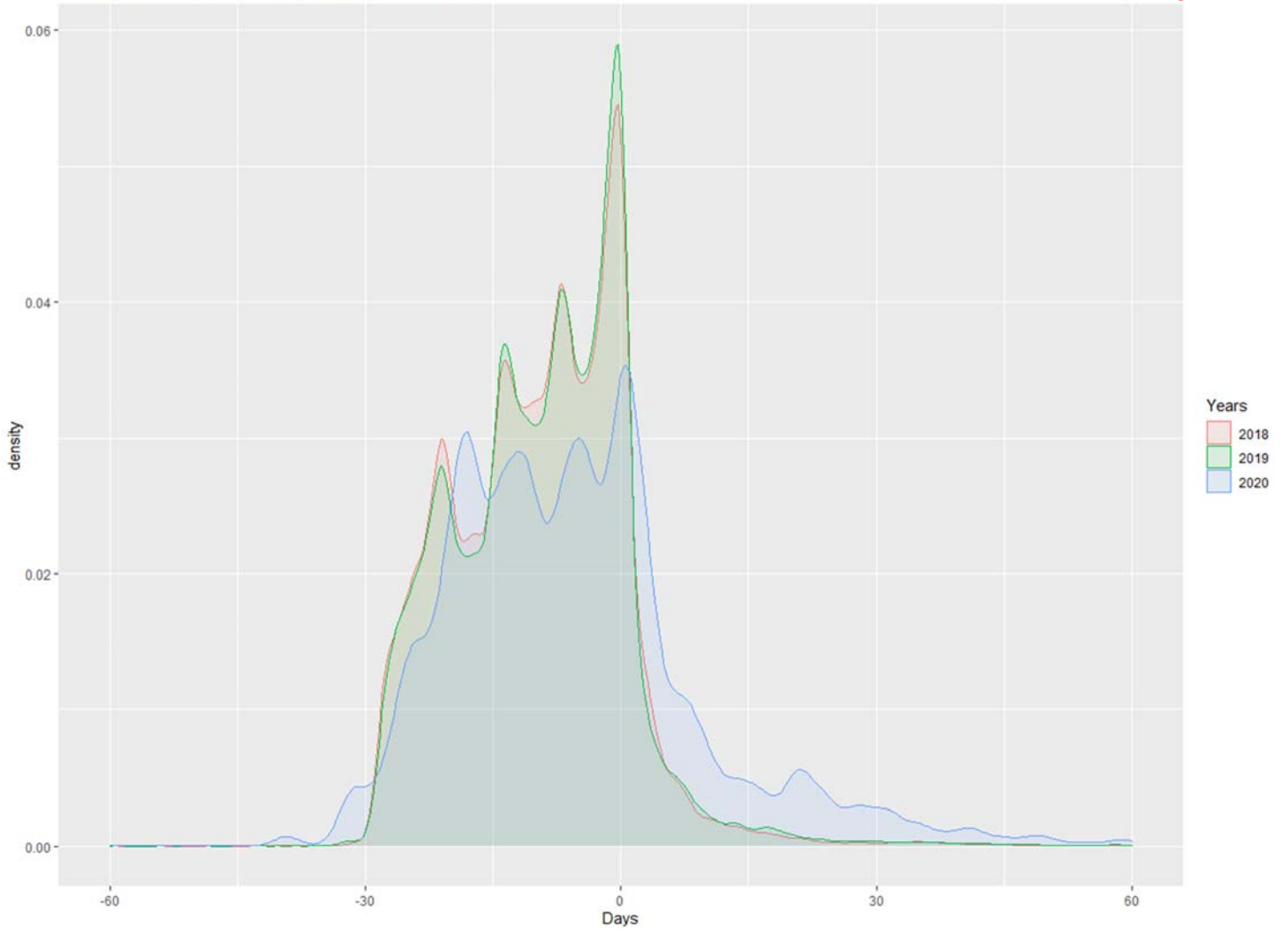


Histogram of BethCheckins2020Raw\$DaysLateAdj



Return Dates by Year: raw days includes 4 day quarantine

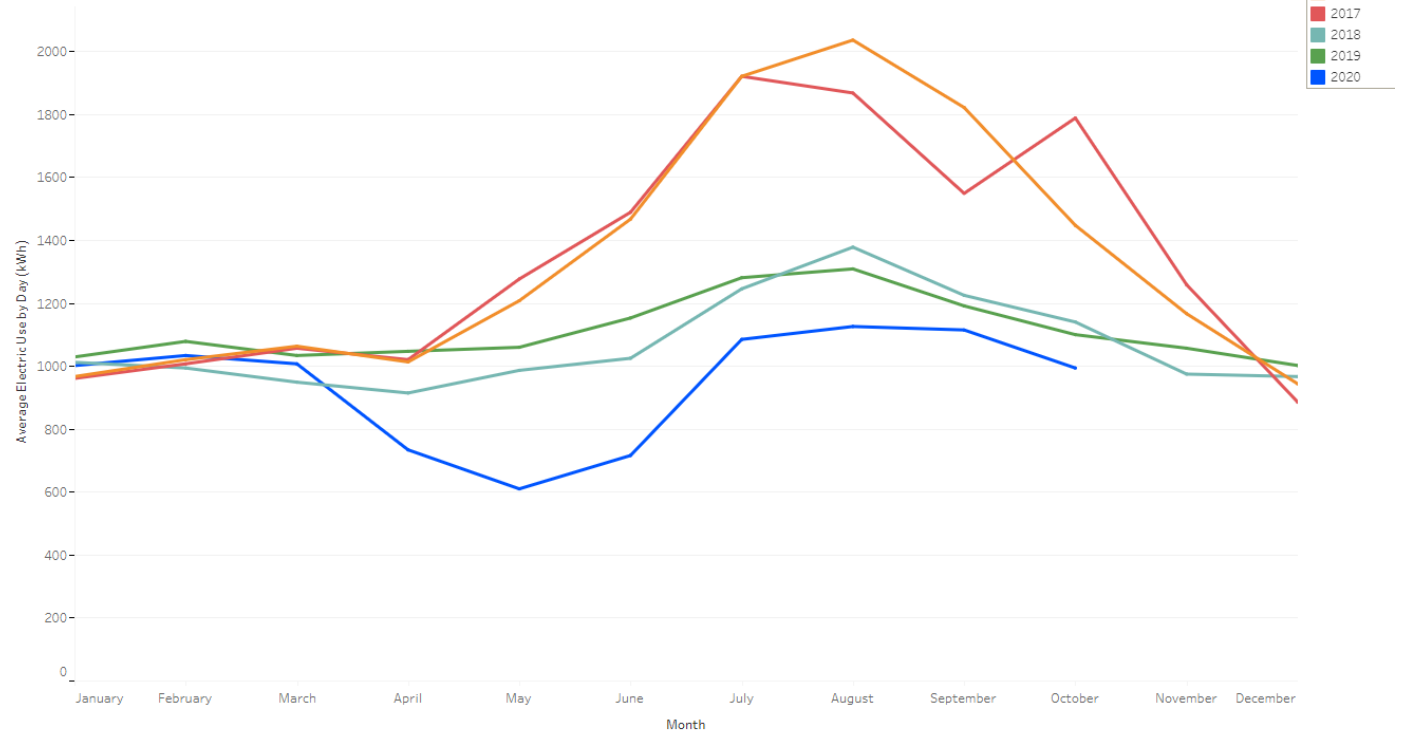




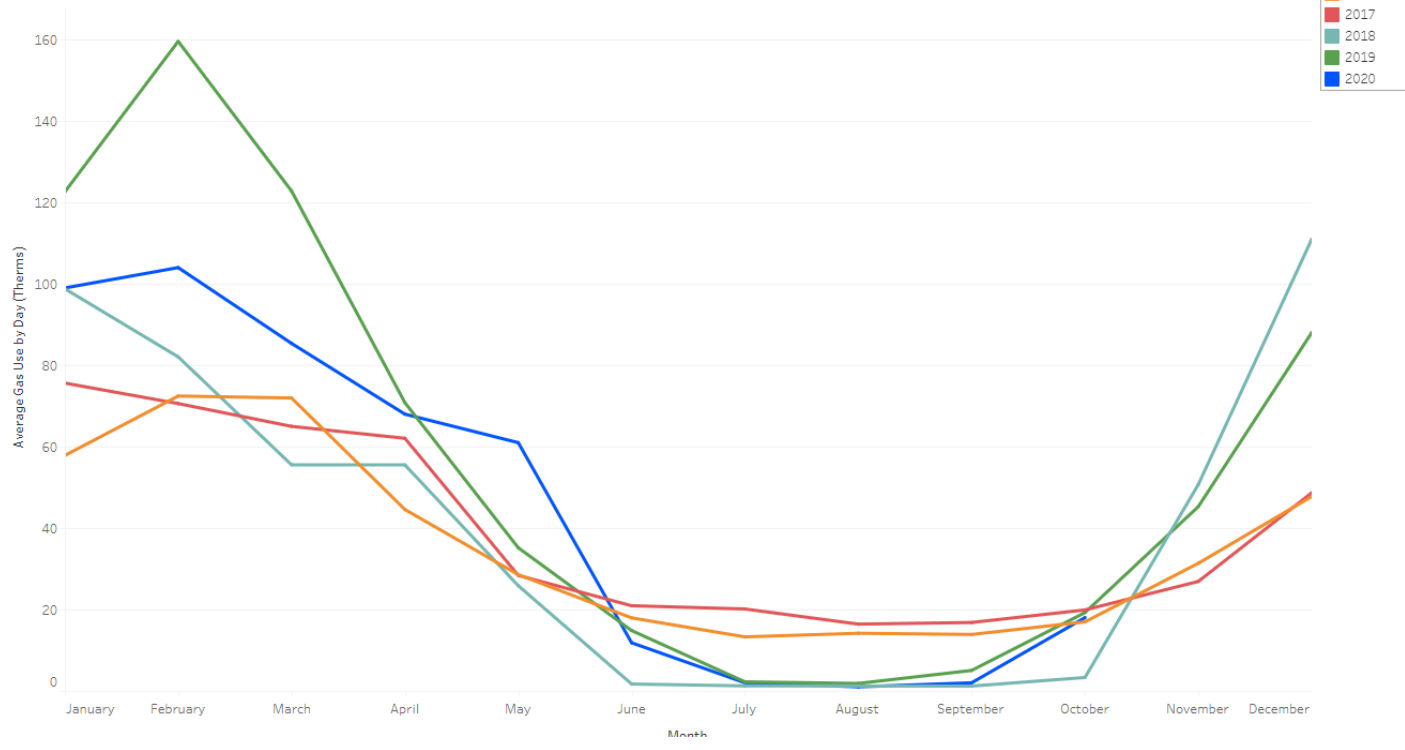
| Library Collection           |        |        |          | 2019-20 | Current Total |
|------------------------------|--------|--------|----------|---------|---------------|
| Adult fiction                |        |        |          | 26,385  | 27,026        |
| Adult non-fiction            |        |        |          | 30,185  | 29,859        |
| Adult audio                  |        |        |          | 7,078   | 6,519         |
| Adult video                  |        |        |          | 8,470   | 8,390         |
| Young adult fiction          |        |        |          | 5,532   | 5,301         |
| Young adult nonfiction       |        |        |          | 544     | 599           |
| Young adult audiobooks       |        |        |          | 383     | 380           |
| Children's fiction           |        |        |          | 27,219  | 27,820        |
| Children's non-fiction       |        |        |          | 15,431  | 15,701        |
| Children's audiobooks        |        |        |          | 1,693   | 1,826         |
| Children's video             |        |        |          | 1,968   | 2,115         |
| OverDrive - UHLS Shared      |        |        |          | 83,237  | 87,480        |
| e-magazines                  |        |        |          | 133     | 108           |
| Electronic (games, ereaders) |        |        |          | 567     | 540           |
| Total                        |        |        |          | 208,825 | 213,664       |
| Library Programs             | Oct-20 | Oct-19 | % change | 2019-20 | F-Y-T-D       |
| Programs                     | 25     | 94     | -73.4%   | 681     | 71            |
| Program attendance           | 255    | 3,071  | -91.7%   | 17,496  | 708           |
| Outreach Programs            | 9      | 47     | -80.9%   | 167     | 11            |
| Outreach Attendance          | 332    | 1,982  | -83.2%   | 6,519   | 412           |
| Circulation                  | Oct-20 | Oct-19 | % change | 2019-20 | F-Y-T-D       |
| Adult fiction                | 9,901  | 12,771 | -22.5%   | 129,442 | 41,872        |
| Adult non-fiction            | 4,702  | 7,845  | -40.1%   | 76,015  | 19,594        |
| Adult audio                  | 3,347  | 3,960  | -15.5%   | 41,368  | 12,972        |
| Adult video                  | 4,476  | 7,908  | -43.4%   | 82,500  | 16,258        |
| Adult magazines              | 1,830  | 1,696  | 7.9%     | 20,008  | 5,960         |
| Young adult fiction          | 1,278  | 1,555  | -17.8%   | 15,733  | 6,461         |
| Young adult nonfiction       | 99     | 109    | -9.2%    | 1,125   | 407           |
| Young adult audiobooks       | 159    | 126    | 26.4%    | 1,372   | 640           |
| Young adult magazines        | 3      | 0      | und      | 42      | 7             |
| Children's fiction           | 9,228  | 11,833 | -22.0%   | 103,223 | 33,935        |
| Children's non-fiction       | 2,017  | 2,947  | -31.6%   | 26,793  | 6,887         |
| Children's audiobooks        | 623    | 561    | 11.0%    | 5,909   | 2,128         |
| Children's video             | 506    | 1,028  | -50.8%   | 8,592   | 1,455         |
| Children's magazines         | 10     | 22     | -54.5%   | 156     | 19            |
| Electronic (games, ereaders) | 202    | 648    | -68.8%   | 5,897   | 730           |
| Total                        | 38,381 | 53,008 | -27.6%   | 515,775 | 149,324       |
| Interlibrary Loan            | Oct-20 | Oct-19 | % change | 2019-20 | F-Y-T-D       |
| Borrowed from others         | 7,198  | 7,023  | 2.5%     | 63,224  | 32,831        |
| Loaned to others             | 5,697  | 5,799  | -1.8%    | 47,571  | 21,764        |
| Miscellaneous                | Oct-20 | Oct-19 | % change | 2019-20 | F-Y-T-D       |
| Visits to our home page      | 49,134 | 67,187 | -26.9%   | 768,694 | 205,578       |
| Public use of meeting rooms  | 0      | 60     | -100.0%  | 408     | 0             |
| Public meeting attendance    | 0      | 723    | -100.0%  | 4,784   | 0             |
| Staff use & library programs | 0      | 115    | -100.0%  | 847     | 0             |
| Study room sessions          | 0      | 400    | -100.0%  | 3,498   | 0             |
| Tech room/ Studio use        | 0      | 44     | -100.0%  | 289     | 0             |
| Door count                   | 3,033  | 25,702 | -88.2%   | 216,914 | 4,574         |
| Registered BPL borrowers     | 33     | 92     | -64.1%   | 894     | 168           |
| Computer signups             | 0      | 3,421  | -100.0%  | 28,904  | 45            |
| Museum Pass use              | 37     | 146    | -74.7%   | 1,385   | 82            |
| E-book use                   | 5,789  | 4,009  | 44.4%    | 60,858  | 25,976        |
| E-audiobook use              | 2,845  | 2,542  | 11.9%    | 32,118  | 12,046        |
| E-magazine use               | 1,337  | 1,104  | 21.1%    | 14,069  | 5,118         |
| Streaming video use          | 1,312  | 10     | 13020.0% | 11,165  | 5,556         |
| Equipment                    | 91     | 401    | -77.3%   | 3,612   | 282           |
| Wireless Use                 | 6,575  | 11,676 | -43.7%   | 112,679 | 22,794        |



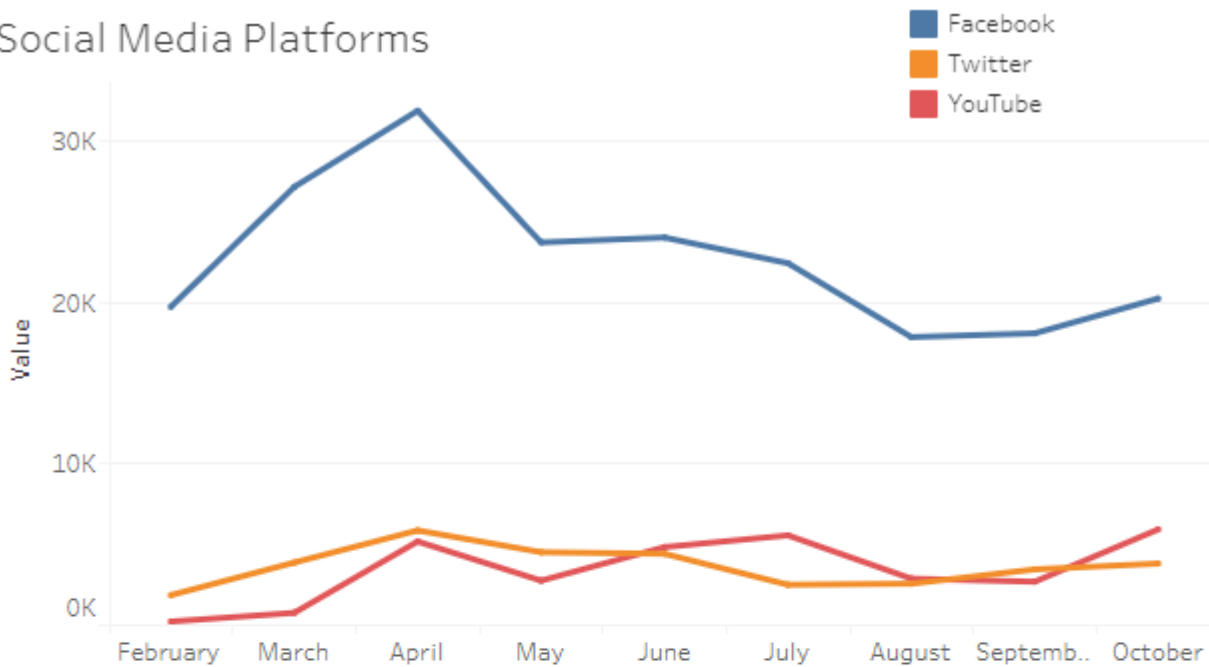
Recent Electric Usage by Month (2016-2020)



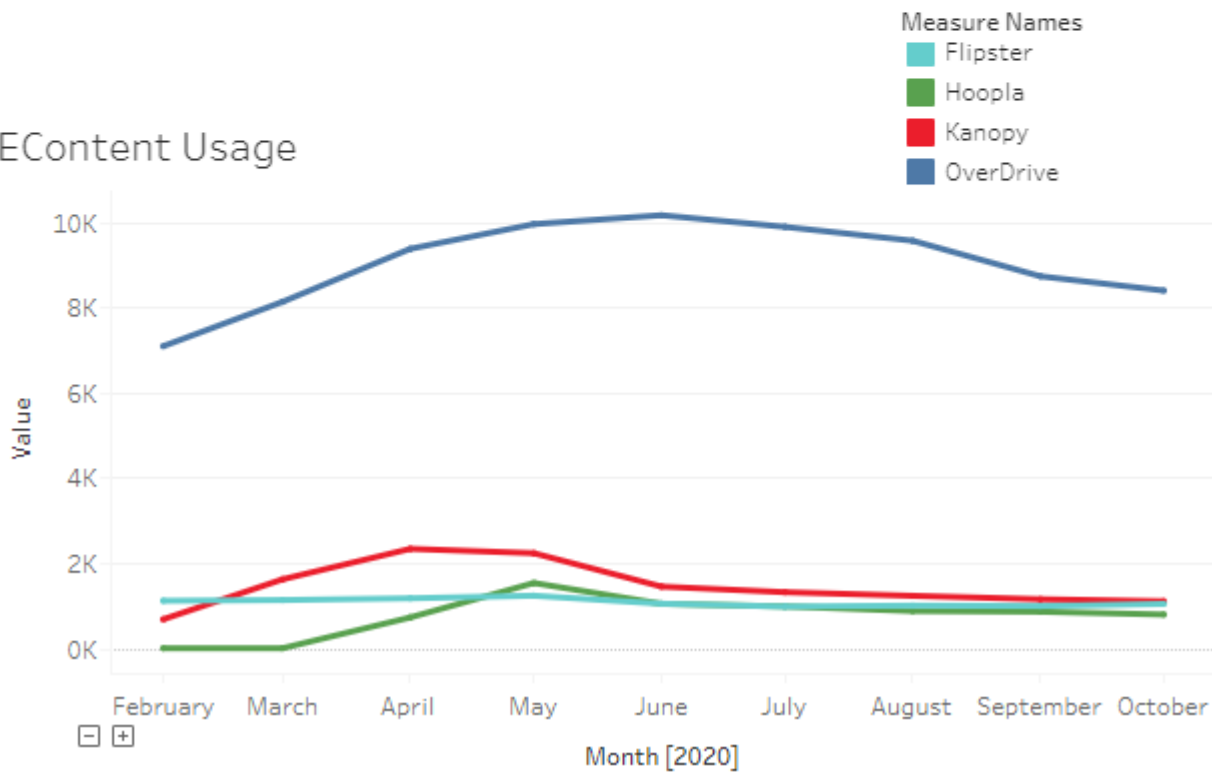
Recent Gas Usage by Month (2016-2020)



### Social Media Platforms



### EContent Usage



**BETHLEHEM PUBLIC LIBRARY**

**51463 ERS - 2021 Annual Invoice**

Payment of this Invoice must be received by the Retirement System on or before February 01, 2021. If paying the prepay amount, payment must be received on or before December 15, 2020. Unpaid balances accrue interest at the rate of 6.80%. If you have questions, please contact the Employer Information line at 1-866-805-0990 or 518-474-7736. Select #1 from the menu, enter your location code at the prompt and choose the Employer Billing option.

**Payment Due  
February 01, 2021**

**Prepayment Due  
December 15, 2020**

**Total Amount Due :** **\$290,127** **\$287,751**

| Contribution Details |         |         |                    |        |                                |                 |
|----------------------|---------|---------|--------------------|--------|--------------------------------|-----------------|
| Tier                 | Plan ID | Options | Salary             | Rate   | Regular Pension Contribution** | GTLI            |
| 2                    | 75I     | 41J165  | \$8,850            | 19.70% | \$1,699                        | \$44            |
| 3                    | A14     | 41J165  | \$65,455           | 16.10% | \$10,211                       | \$327           |
| 4                    | A15     | 41J165  | \$1,297,644        | 16.10% | \$202,432                      | \$6,488         |
| 5                    | A15     | 41J165  | \$121,187          | 13.40% | \$15,633                       | \$606           |
| 6                    | A15     | 41J100  | \$445,500          | 9.60%  | \$40,541                       | \$2,228         |
| 6                    | A15     | 41J165  | \$103,304          | 9.60%  | \$9,401                        | \$517           |
| <b>Subtotal:</b>     |         |         | <b>\$2,041,940</b> |        | <b>\$279,917</b>               | <b>\$10,210</b> |

\*\*Regular Pension Bill without GTLI - Uses March 31, 2020 Salaries with Final Rates

**2021 Regular Pension Contribution, Including GTLI** **\$290,127**

Invoice Details

**Due  
February 01, 2021  
Payments**

divide by  
factor

**Pre Pay  
December 15, 2020  
Payments**

2021 Regular Pension Contribution \$290,127 1.008257 \$287,751

**Total Amount Due** **\$290,127** **\$287,751**



## Product Quotation

Quotation Number: HMM-23523  
Date: 2020-10-01 17:03:25

|  |  |  |
|--|--|--|
| <b>Customer Name/Address:</b>                                    | <b>Bobcat Delivering Dealer</b>  | <b>ORDER PLACED WITH:</b>  |
| Bethlehem Public Library<br>451 Delaware Ave<br>Delmar, NY 12054 | <b>Robert H. Finke &amp; Sons<br/>Inc, Selkirk, NY<br/>1569 ROUTE 9-W<br/>SELKIRK NY 12158<br/>Phone: (518) 767-9331<br/>Fax: (518) 767-2446</b> | <b>Contract Holder/Manufacturer</b><br><b>Clark Equipment Co dba<br/>Bobcat Company<br/>PO Box 6000<br/>West Fargo, ND 58078<br/>Phone: 701-241-8719<br/>Fax: 701-280-7860<br/>Contact: Heather Messmer<br/><a href="mailto:Heather.Messmer@doosan.com">Heather.Messmer@doosan.com</a></b> |

| Description   | Part No   | Qty        | Price Ea.          | Total              |
|---|---|------------|--------------------|--------------------|
| <b>MT55 Mini Track Loader</b>   | <b>M0045</b>  | <b>1</b>   | <b>\$18,878.04</b> | <b>\$18,878.04</b> |
| 25 HP Tier IV Diesel Engine   | Lift Arm Support  |            |                    |                    |
| Auxiliary Hydraulics  | Neutral Start Interlocks  |            |                    |                    |
| Bob-Tach (To accept approved attachments)   | Parking Brake   |            |                    |                    |
| Built-In Tie Down & Crane/Lift Locations  | Reverse Travel Stop Panel   |            |                    |                    |
| Continuous Flow Shutoff Lever   | Spark Arrestor Muffler  |            |                    |                    |
| Hydrostatic Drive Train   | Tilt Lockout  |            |                    |                    |
| Instrumentation:  | Tilt Steering   |            |                    |                    |
| <ul style="list-style-type: none"> <li>Hourmeter</li> <li>Engine Temperature &amp; Fuel Gauges</li> <li>Voltmeter and Warning Lights</li> </ul> | Tracks: Rubber, 7.1 inches Wide   |            |                    |                    |
| Lift Arm Lockout With Manual Bypass   | <ul style="list-style-type: none"> <li>Machine Width 35.6 inches</li> </ul> |            |                    |                    |
| <b>Wide Track</b>   | <b>M0045-R09-C02</b>  | <b>1</b>   | <b>\$556.52</b>    | <b>\$556.52</b>    |
| <b>Bobtach Interface (MT55)</b>   | <b>M0045-R02-C01</b>  | <b>1</b>   | <b>\$0.00</b>      | <b>\$0.00</b>      |
|   | <b>Total for this Machine</b>   |            |                    | <b>\$19,434.56</b> |
| <b>Description</b>  | <b>Part No</b>  | <b>Qty</b> | <b>Price Ea.</b>   | <b>Total</b>       |
| <b>44" General Purpose Bucket</b>   | <b>7114581</b>  | <b>1</b>   | <b>\$449.52</b>    | <b>\$449.52</b>    |
| <b>Pallet Fork Frame</b>  | <b>6809716</b>  | <b>1</b>   | <b>\$305.52</b>    | <b>\$305.52</b>    |
| <b>--- 36" Pallet Fork Teeth</b>  | <b>6540184</b>  | <b>1</b>   | <b>\$208.24</b>    | <b>\$208.24</b>    |
|   | <b>Total for these items</b>  |            |                    | <b>\$963.28</b>    |
| <b>Total of Items Quoted</b>  |   |            |                    | <b>\$20,397.84</b> |
| <b>Dealer Assembly Charges</b>  |   |            |                    | <b>\$0.00</b>      |
| <b>Quote Total - US dollars</b>   |   |            |                    | <b>\$20,397.84</b> |

Notes:

\*Prices per the New York Contract #PC67141, Award #PGB22792.  
 \*Terms Net 30 Days. Credit cards accepted.  
 \* FOB Destination within the 48 Contiguous States.  
 \*Delivery: 60 to 90 days or less from ARO.  
 \*State Sales Taxes apply.  
 \*TID# 38-0425350  
 \*Orders Must be Placed With: Clark Equipment Company dba Bobcat Company, Govt Sales, PO Box 6000, 250 E Beaton Drive, West Fargo, ND 58078.

Prices and specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

**ORDER ACCEPTED BY:**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATED**

\_\_\_\_\_  
**PRINT NAME AND TITLE**

\_\_\_\_\_  
**PURCHASE ORDER #**

**SHIP TO ADDRESS:** \_\_\_\_\_

**BILL TO ADDRESS (if different than Ship To):** \_\_\_\_\_





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

November 4, 2020

Geoffrey Kirkpatrick  
Director  
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:** Geoffrey Kirkpatrick

**PROJECT NAME:** Bethlehem Public Library Boiler Replacement

**SCOPE OF SERVICE**

- 1) Drain system.
- 2) Demo and removal of existing boiler.
- 3) Provide and install new Lochinvar 500MBH Condensing Boiler (98% Thermal Efficiency) with circulator pump.
- 4) Provide and install new gas piping, water piping, insulation and venting.
- 5) Provide labor and materials to connect new boiler to Trane building automation system with BACnet interface.
- 6) Provide and install new DP sensor so that the existing pump and VFD can vary speed and save energy.
- 7) Provide labor for startup and training.

**TOTAL PRICE:**.....\$ 47,056.00 USD

**SCOPE OF SERVICE**

- 1) Demo and removal of existing domestic hot water heater.
- 2) Provide and install new indirect 40 gallon hot water tank and circulator.
- 3) Provide and install all materials to tie new tank into new boiler system.
- 4) Verify proper operation.

**TOTAL PRICE:**.....\$ 11,385.00 USD

**TRANE WILL PURSUE ENERGY INCENTIVES THROUGH THIRD PARTY FOR THIS PROJECT**

**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 November 4, 2020.

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.**

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

## 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.



## BETHLEHEM PUBLIC LIBRARY

### **EMERGENCY PATRON CONDUCT POLICY**

*Policy adopted by the Library Board of Trustees January 13, 1997*

*Revised and approved September 9, 2002*

*Revised and approved February 11, 2008*

*Revised and approved October 11, 2016*

**EMERGENCY PUBLIC HEALTH UPDATES September 1, 2020**

### **EMERGENCY UPDATES IN RESPONSE TO COVID-19 PANDEMIC**

We have implemented the following emergency provisions to keep staff and patrons safe when visiting the library:

- Library patrons (over age 2) must wear a mask to enter the library building and in designated outdoor areas. Masks must remain in place at all times. No other face coverings will be allowed (e.g., face shield, gaiter, bandana, t-shirt, **masks with valves, mesh masks**)
- Library patrons will be asked to sanitize hands before entering the building
- The number of members of the public allowed in the library at one time will be at the discretion of the library director.
- Public browsing hours will be limited
- Library patrons are encouraged to conclude their browsing activity within 30 minutes
- Library patrons must be twelve or older to enter the library building without adult supervision
- Public computer equipment will be provided at the director's discretion.
- Practice social distancing while in the library

If these emergency provisions cannot be met, please contact the information desk at [information@bethpl.org](mailto:information@bethpl.org) or 518-439-9314 ext. 2 to find an alternative solution to meet your service needs.

Bethlehem Public Library values its responsibility to enhance the general welfare and quality of life in the community and region it serves. The library pursues excellence in its mission: to provide equal and uncensored access to resources and services that encourage lifelong learning, cultural enrichment, and professional growth.

Library patrons have the right to use library materials and services without being disturbed or impeded by other library users. Library staff have the right and obligation to conduct library business efficiently and without interference. Patrons and staff alike have the right to safety and comfort in the library and on the grounds.

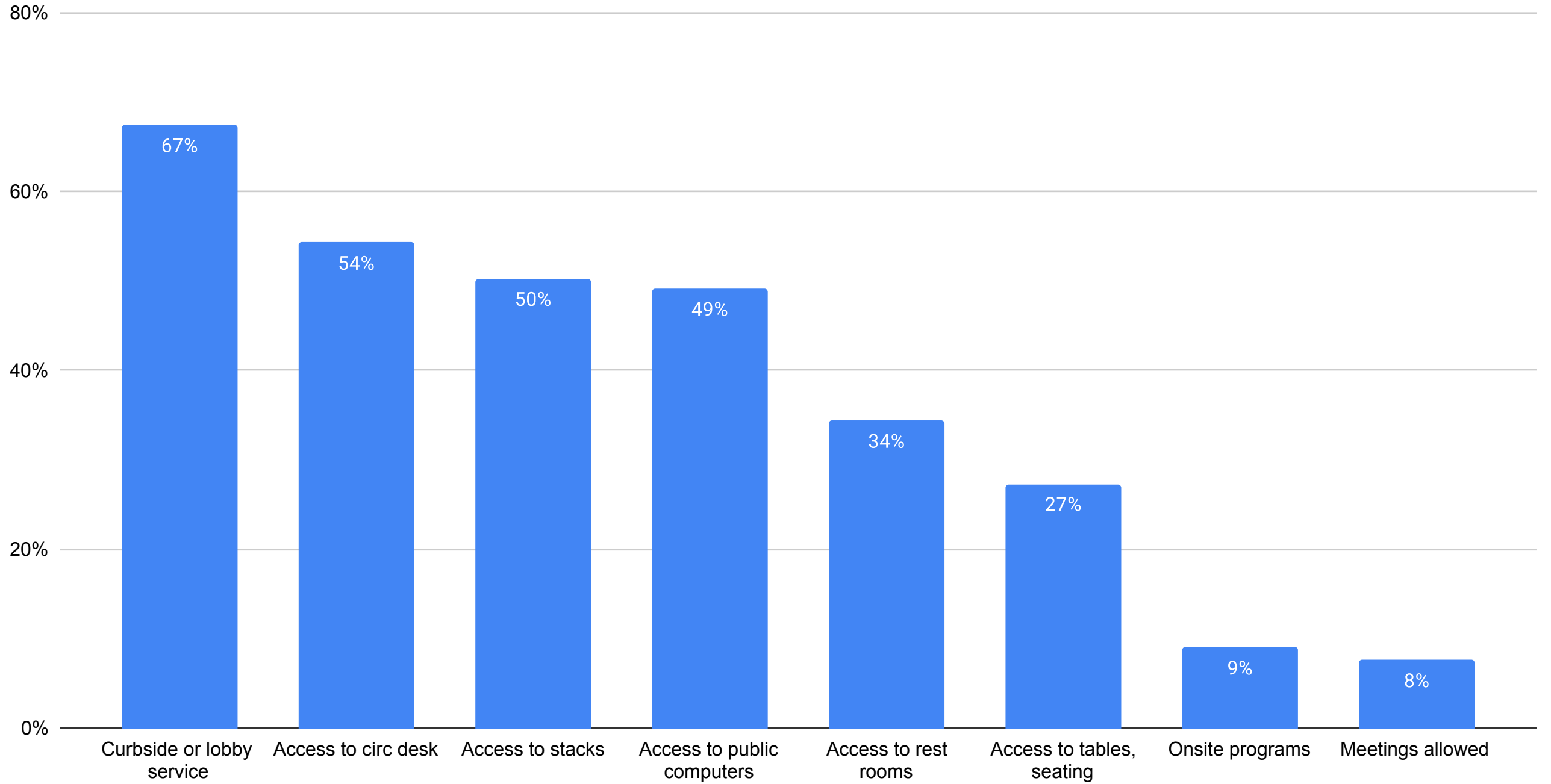
The Board of Trustees is responsible for determining rules of behavior necessary to protect the rights, safety, and comfort of patrons and staff. Library staff have been entrusted to courteously, but firmly, enforce these rules.

## Rules of Behavior

1. Children under the age of ~~nine~~ **twelve** must be accompanied by an adult. Staff cannot assume responsibility for the safety, care, supervision, or entertainment of unattended children. If a parent cannot be located at closing time or in an emergency, staff will request a police officer to escort the child to the Bethlehem Police Department (447 Delaware Avenue).
2. Conduct prohibited in the library includes but is not limited to:
  - a. public disturbance
  - b. loud, offensive or abusive language
  - c. sleeping
  - d. solicitation, selling, or distribution of leaflets within the library or impeding anyone's progress into or out of the library for such purposes
  - e. gambling
  - f. loitering
  - g. using, possessing or being under the influence of alcohol or illegal drugs
  - h. smoking
3. Patrons may not bring animals, except those specifically required for service purposes, into the library. Animals, including service animals, must be attended at all times. (See Animal Policy)
4. Appropriate attire, including shirts and shoes, must be worn at all times.
5. Activities such as skateboarding, in-line skating and bicycling are not permitted inside the library building.
6. Bicycles should be placed in bicycle racks provided for this purpose. Bicycles may not be left inside the library.
7. Cellular phone use must not disturb other patrons. Cell phone conversations should be conducted in the lobby whenever possible.
8. Patrons shall respect requests to examine materials that have activated the alarm when passing through the security system.
9. Patrons shall not deface, mar or in any way destroy or damage any materials, furnishings, equipment, or other library property.

Any patron not abiding by these or any other rules and regulations of the library may be asked to leave the library premises. Repeat offenders may be denied library privileges by the Library Board of Trustees on the recommendation of the library director. Library employees may contact local police if necessary.

# Statewide Percentages\*



\*Some systems still reporting

# Masks are required at the library



- Dual-layer fabric masks and disposable surgical masks allowed.
- Masks must be worn over the mouth and nose at all times.
- Please be sure that your mask fits snugly to your face with no gaps.
- If needed, the library will provide a mask for you.

## Mask types not allowed:



**Bandanas**



**Masks  
with valves**



**Face shields  
without a mask**



**Mesh or porous  
masks**



**Neck gaiters**

Congratulations to our 2020 Virtual Pumpkin Carving Contest winners! In the scary category, we had an inspired Coronavirus creation, as well as a gourd with a sharp-toothed grin. In the silly category, the winners were a pigtailed pumpkin and a serene cat silhouette. Thanks to everyone who took part, and to the Friends of the Library for generously donating the prizes!



483  
People Reached

65  
Engagements

Boost Post

40

Next time you're at the library, be sure to check out our new parking lot banners featuring some of your friends and neighbors who make the library such a special place! And just a reminder: We are now open for browsing from 9:30am-7pm Monday-Thursday, 9:30am-5pm Friday, and 1-5pm Saturday. See you soon!

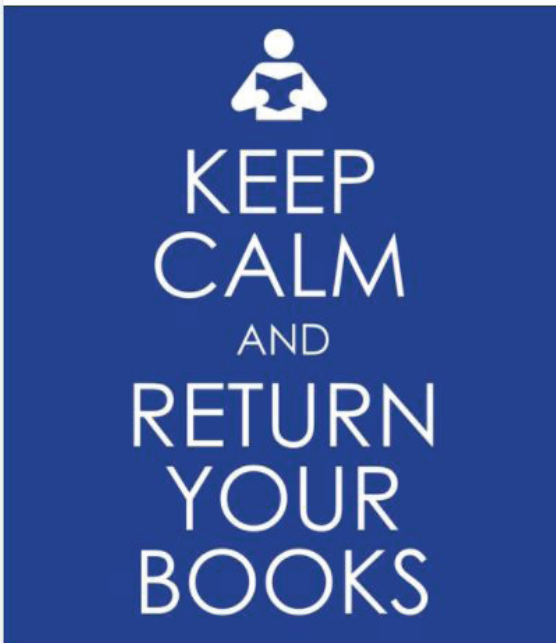


883  
People Reached

72  
Engagements

Boost Post

The moratorium on late fees has been extended through December 31, 2020. In the coming weeks, please check your account for any overdue materials that you might have forgotten about and bring them in. Because of the mandatory four-day quarantine, items returned will not show up on your account right away. Don't worry, we will be taking that lag time into account once fines have been reinstated.



861  
People Reached

34  
Engagements

Boost Post

We've got a special guest running curbside pickup today! With today's weather, he must be one hot potato!



1,444  
People Reached

325  
Engagements

Boost Post