



**Board of Trustees
Emergency Meeting
Wednesday August 9, 2023 5:30 pm
Board Room**

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

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

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

Agenda

- **Call to order**
- **Review previous meeting minutes**
- **Financial report (p. 2-10)**
- **Personnel report (p. 11)**
 - **Personnel actions**
- **New business**
 - **Town of Bethlehem MOU for plaza paving (p. 12-14)**
 - **Bethlehem School District MOU for PILOT payments and Tax Refunds (p. 15-17)**
 - **Other new business**
- **Adjournment**
 - **Next board session: August 14th, 2023 6:00 pm (unofficial information session)**
 - **Next board meeting: September 11, 2023 6:00 pm**
 - **Next Friends of the Library meeting: August 21st, 2023 6:30 pm**

BETHLEHEM PUBLIC LIBRARY

CASH & INVESTMENTS SUMMARY

AS OF 7/31/23

	BALANCE					BALANCE
	6/30/2023	RECEIPTS	DISBURSEMENTS	EARNINGS	TRANSFERS	7/31/2023
TD Bank General Fund	1,087,076.71	26,897.65	(297,197.29)	1,852.90	178,927.53	997,557.50
TD Bank Payroll	0.00		(131,072.47)	-	131,072.47	0.00
TD Bank Money Market	1,225,339.20	-		2,497.28	(300,000.00)	927,836.48
TD Bank Treasury Bill	1,033,194.84			4,171.23	-	1,037,366.07
TD Bank Capital Project Fund	293,556.82	-	(79,502.31)		-	214,054.51
TD Bank 6 mo. CD Opened 5/9/22	1,100,000.00					1,100,000.00
Key Bank Checking	13,182.36	1,860.77	(191.25)		(10,000.00)	4,851.88
TOTAL:	4,752,349.93	28,758.42	(507,963.32)	8,521.41	-	4,281,666.44

Checks outstanding greater than 90 days old:

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

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

BETHLEHEM PUBLIC LIBRARY

REVENUE & EXPENSE REPORT

1 MONTHS ENDED 7/31/23

FISCAL YEAR 2022-2023

	ANNUAL BUDGET 2023-2024	YTD ACTUAL 1 MO. ENDED 7/31/2023	Percent YTD 7/1/2023	ANNUAL BUDGET 2022-2023	YTD PRIOR 1 MO. ENDED 7/31/2022	Percent YTD 7/31/2022
Real Property Taxes	4,401,969	-	0.0%	4,308,076	-	0.0%
PILOT	241,523	-	0.0%	227,724	-	0.0%
Fines	3,000	280	9.3%	2,000	614	30.7%
Interest on Deposits	35,000	4,350	12.4%	6,000	964	16.1%
Lost Book Payments	7,500	1,082	14.4%	2,500	1,093	43.7%
Sale of Books	-	-	0.0%	-	-	0.0%
Gifts and Donations, Misc	4,000	536	13.4%	3,500	735	21.0%
Photocopier	7,000	855	12.2%	6,500	478	7.3%
State Aid	26,000	22,830	87.8%	24,500	-	0.0%
Grants	-	-	0.0%	-	-	0.0%
Miscellaneous Income	-	200	0.0%	-	125	0.0%
Total Revenue	4,725,992	30,132	0.6%	4,580,800	4,008	0.1%
EXPENSES						
Salaries	2,506,226	185,751	7.4%	2,444,929	186,261	7.6%
Retirement	280,440	-	0.0%	237,333	-	0.0%
Health Insurance	399,300	27,976	7.0%	364,700	62,162	17.0%
Other Benefits	224,226	28,289	12.6%	219,538	32,285	14.7%
Subtotal Salaries & Benefits	3,410,192	242,015	7.1%	3,266,500	280,707	8.6%
Library Materials - Print	292,000	250	0.1%	290,000	-	0.0%
Library Materials - Electronic & Audio	283,000	16,809	5.9%	296,000	-	0.0%
Subtotal Library Material	575,000	17,059	3.0%	586,000	-	0.0%
Operations	605,800	50,300	8.3%	593,300	39,250	6.6%
Capital Expenditures	100,000	-	0.0%	100,000	-	0.0%
Contingency	35,000	-		35,000	-	
Total Expenses	4,725,992	309,375	6.5%	4,580,800	319,958	7.0%

BETHLEHEM PUBLIC LIBRARY

EXPENSES REPORT - DETAIL

1 MONTHS ENDED 7/31/23

FISCAL YEAR 2022-2023

	ANNUAL BUDGET 2023-2024	YTD ACTUAL 1 MO. ENDED 7/31/2023	Percent YTD 7/1/2023	ANNUAL BUDGET 2022-2023	YTD PRIOR 1 MO. ENDED 7/31/2022	Percent YTD 7/31/2022
Salaries & Benefits						
Salaries-Librarians	1,177,151	95,065.38	8.1%	1,174,134	92,983	7.9%
Salaries-Support Staff	1,155,651	77,289.70	6.7%	1,108,487	79,663	7.2%
Salaries-Custodians	173,424	13,395.51	7.7%	162,308	13,615	8.4%
Subtotal Salaries	2,506,226	185,751	7.4%	2,444,929	186,261	7.6%
Retirement	280,440	-	0.0%	237,333	-	0.0%
Health Ins.	399,300	27,976	7.0%	364,700	62,162	17.0%
SocSec/Medicare	191,726	13,560	7.1%	187,038	13,552	7.2%
Worker's Comp.	20,000	13,452	67.3%	20,000	16,656	83.3%
Unemployment	10,000	-	0.0%	10,000	-	0.0%
Disability Ins.	2,500	1,276	51.1%	2,500	2,077	83.1%
Subtotal Salaries & Benefits	3,410,192	242,015	7.1%	3,266,500	280,707	8.6%
Library Materials						
Adult books	171,000	-	0.0%	171,000	-	0.0%
Periodicals	21,000	-	0.0%	19,000	-	0.0%
YS Books	85,000	-	0.0%	85,000	-	0.0%
Special Collections	15,000	250	1.7%	15,000	-	0.0%
Subtotal Print Materials	292,000	250	0.1%	290,000	-	0.0%
Audiobooks	20,000	-	0.0%	23,000	-	0.0%
E-Collections	196,000	10,225	5.2%	196,000	-	0.0%
Electronic Resources	31,000	6,500	21.0%	27,000	-	0.0%
YS Audiobooks	4,000	-	0.0%	5,000	-	0.0%
YS Media	2,000	84	4.2%	5,000	-	0.0%
AS Media	30,000	-	0.0%	40,000	-	0.0%
Subtotal Electronic & Audio	283,000	16,809	5.9%	296,000	-	0.0%
Subtotal Library Materials	575,000	17,059	3.0%	586,000	-	0.0%
Operations						
Copiers and supplies	15,000	-	0.0%	15,000	-	0.0%
Office supplies	20,000	-	0.0%	20,000	(2,352)	-11.8%
Custodial supplies	20,000	-	0.0%	26,000	-	0.0%
Postage	22,000	1,500	6.8%	20,000	500	2.5%
Printing & Marketing	35,000	632	1.8%	35,000	(500)	-1.4%
Van lease & oper.	4,000	70	1.7%	4,000	35	0.9%
Gas and Electric	75,000	4,824	6.4%	65,000	7,478	11.5%
Telecommunications	24,000	654	2.7%	14,000	656	4.7%
Water	3,000	-	0.0%	3,000	-	0.0%
Taxes-sewer & water	3,400	-	0.0%	3,400	-	0.0%
Refund property taxes	5,000	-	0.0%	7,500	-	0.0%
Prof. Services	30,000	-	0.0%	30,000	-	0.0%
Contract Services	50,000	23	0.0%	45,000	70	0.2%
Insurance	30,000	1,647	5.5%	29,000	-	0.0%
Bank Fees	1,400	118	8.4%	1,400	105	7.5%
Travel/Conference	3,500	-	0.0%	3,000	-	0.0%
Memberships	3,000	-	0.0%	3,000	-	0.0%
Special Programs	35,000	7,682	21.9%	32,000	3,085	9.6%
Furniture & Equipment	30,000	-	0.0%	40,000	2,348	5.9%
IT Hardware & Software	50,000	141	0.3%	42,000	872	2.1%
Bld & Grnd. Repair	40,000	140	0.4%	40,000	42	0.1%
Furn/Equip Repair	2,000	-	0.0%	2,000	-	0.0%
Miscellaneous	6,500	116	1.8%	6,000	27	0.5%
Audit Service	24,000	-	0.0%	24,000	-	0.0%
Accounting Service	20,000	19,419	97.1%	30,000	14,183	47.3%
UHLAN fees	54,000	13,336	24.7%	53,000	12,701	24.0%
Subtotal Operations	605,800	50,300	8.3%	593,300	39,250	6.6%
Capital Expenditures	100,000	-	0.0%	100,000	-	0.0%
Contingency	35,000	-	0.0%	35,000	-	0.0%
TOTAL	4,725,992	309,375	6.5%	4,580,800	319,958	7.0%

BETHLEHEM PUBLIC LIBRARY**DISBURSEMENTS SUMMARY**

CHECKS DISBURSED IN JULY 2022 BASED ON PRE-APPROVAL	\$	43,008.93
CHECKS DISBURSED IN JULY 2022 RELATING TO PAYROLL	\$	190,601.21
CHECKS BEING SUBMITTED FOR APPROVAL	\$	81,748.39
CHECKS BEING SUBMITTED FOR APPROVAL - CAPITAL PROJECT FUND	\$	56,726.80

BETHLEHEM PUBLIC LIBRARY

Check Warrant Report For A - 1: PREAPPROVED (JUL 23) For Dates 7/1/2023 - 7/31/2023



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
41196	07/20/2023	412	**VOID** NORTHEAST INFORMATN SYST		-3,317.74
41273	07/05/2023	1424	AFLAC NEW YORK		220.04
41274	07/05/2023	1831	CDPHP UNIVERSAL BENEFITS, INC.		29,445.31
41275	07/05/2023	2395	CSEA EMPLOYEE BENEFIT FUND		192.13
41276	07/05/2023	1833	HIGHMARK BSNENY		981.91
41277	07/05/2023	720	MVP HEALTH PLAN, INC.		5,659.38
41278	07/05/2023	2061	UNITED HEALTHCARE INSURANCE CO		150.65
41355	07/07/2023	2420	AMAZON CAPITAL SERVICES INC	240039	84.00
41356	07/07/2023	1570	NATIONAL GRID		4,824.28
41359	07/13/2023	1040	ALBANY COUNTY CLERK	240046	10.00
41360	07/13/2023	2064	UNITED STATES TREASURY		69.00
41361	07/13/2023	2137	WEX BANK	240014	69.77
41363	07/20/2023	2426	JPMORGAN CHASE BANK NA	240047	1,065.27
41364	07/20/2023	412	NORTHEAST INFORMATN SYST		3,317.74
41365	07/20/2023	1607	VERIZON BUSINESS FIOS	240003	162.19
41378	07/31/2023	808	MICHAEL FARLEY		75.00
Number of Transactions: 16				Warrant Total:	43,008.93
				Vendor Portion:	43,008.93

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 - 3: TRUST & AGENCY (JUL 23) For Dates 7/1/2023 - 7/31/2023



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
41358	07/14/2023	712	CIVIL SERVICE EMPL ASSOC INC.		844.49
41362	07/28/2023	712	CIVIL SERVICE EMPL ASSOC INC.		844.49
100787	07/14/2023	709	BPL SPECIAL PAYROLL ACCOUNT		66,176.43
100788	07/14/2023	710	NYS INCOME TAX BUREAU		3,811.03
100789	07/14/2023	1946	IRS - PAYROLL TAX PMT		21,348.84
100790	07/14/2023	2003	NEW YORK STATE DEFERRED		2,288.94
100791	07/28/2023	709	BPL SPECIAL PAYROLL ACCOUNT		64,896.04
100792	07/28/2023	710	NYS INCOME TAX BUREAU		3,737.86
100793	07/28/2023	730	NYS EMPLOYEES RETIREMENT SYSTE		3,452.62
100794	07/28/2023	1946	IRS - PAYROLL TAX PMT		20,952.37
100795	07/28/2023	2003	NEW YORK STATE DEFERRED		2,248.10
Number of Transactions: 11				Warrant Total:	190,601.21
				Vendor Portion:	190,601.21

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 - 7: BILL SCHEDULE (AUG 23) For Dates 8/15/2023 - 8/15/2023



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
41380	08/15/2023	2099	4IMPRINT, INC.	230620	799.35
41381	08/15/2023	2420	AMAZON CAPITAL SERVICES INC	240059	5,407.07
41382	08/15/2023	61	AQUASCAPE DESIGNS LLC	240065	82.99
41383	08/15/2023	77	BAKER & TAYLOR , INC.	*See Detail Report	41,434.49
41384	08/15/2023	1186	BAKER AND TAYLOR ENTERTAINMENT	230619	124.45
41385	08/15/2023	997	BOND, SCHOENECK & KING, INC.	240062	750.00
41386	08/15/2023	2342	BOOK DEPOT	240038	283.05
41387	08/15/2023	2440	COLEEN M. PARATORE	230530	300.00
41388	08/15/2023	2078	COUNTY WASTE & RECYCLING SERVICE, INC.	240005	288.09
41389	08/15/2023	2428	DANIEL MAY	240001	40.00
41390	08/15/2023	1220	DEMCO, INC	240040	557.30
41391	08/15/2023	1463	EAST GREENBUSH COMM LIBRARY	240069	50.00
41392	08/15/2023	1991	EASTERN MANAGED PRINT NETWORK LLC	240007	808.06
41393	08/15/2023	2118	FASNY MUSEUM OF FIREFIGHTING	240080	100.00
41394	08/15/2023	1264	FENIMORE ART MUSEUM SHOP	240074	135.00
41395	08/15/2023	1986	FIRSTLIGHT FIBER	240008	191.10
41396	08/15/2023	787	GUILDERLAND PUBLIC LIBRARY	*See Detail Report	50.89
41397	08/15/2023	2322	KANOPY INC.	240016	1,313.00
41398	08/15/2023	1155	LAKESHORE LEARNING MATERIALS	240064	31.98
41399	08/15/2023	2201	LANE PRESS OF ALBANY	240083	4,050.00
41400	08/15/2023	2048	MAKERBOT INDUSTRIES	240057	79.50
41401	08/15/2023	1024	MIDWEST TAPE LLC	*See Detail Report	9,885.28
41402	08/15/2023	2336	NEW YORK NEWSPAPERS FOUNDATION	240066	300.00
41403	08/15/2023	2314	NOLAN HELLER KAUFFMAN LLP	240048	935.00
41404	08/15/2023	2148	NORTHEAST PEST CONTROL	240006	199.00
41405	08/15/2023	2088	NYSID	240043	116.09
41406	08/15/2023	2094	ORIENTAL TRADING COMPANY, INC.	230616	391.58
41407	08/15/2023	1823	OVER DRIVE INC.	*See Detail Report	1,215.81
41408	08/15/2023	450	PHILLIPS HARDWARE INC	240013	55.96
41409	08/15/2023	458	PITNEY BOWES INC	230633	100.19
41410	08/15/2023	2430	PLAYAWAY PRODUCTS LLC	*See Detail Report	2,118.27
41411	08/15/2023	2450	QUEENS PUBLIC LIBRARY	240044	22.95
41412	08/15/2023	1661	RCS COMMUNITY LIBRARY	*See Detail Report	17.98
41413	08/15/2023	1490	REPEAT BUSINESS	240056	32.82
41414	08/15/2023	505	ROEMER WALLENS GOLD & MINEAUX	240061	260.00
41415	08/15/2023	1951	S & S WORLDWIDE INC.	240060	135.33
41416	08/15/2023	2038	STAPLES BUSINESS ADVANTAGE	240041	216.85
41417	08/15/2023	2154	STERICYCLE, INC.	240010	22.62
41418	08/15/2023	2056	SUPERIOR PRESS	240082	928.47
41419	08/15/2023	2340	T-MOBILE	240018	896.17
41420	08/15/2023	2117	THE HYDE COLLECTION	240081	100.00
41421	08/15/2023	2307	TRANE U.S. INC.	240049	2,870.00
41422	08/15/2023	2380	TROY GROUP, INC.	240050	495.42
41423	08/15/2023	2328	UNIFIRST CORPORATION	240011	91.83
41424	08/15/2023	632	UPPER HUDSON LIBRARY SYSTEM	240073	74.00
41425	08/15/2023	1607	VERIZON BUSINESS FIOS	240003	89.00

BETHLEHEM PUBLIC LIBRARY

Check Warrant Report For A - 7: BILL SCHEDULE (AUG 23) For Dates 8/15/2023 - 8/15/2023



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
41426	08/15/2023	1607	VERIZON BUSINESS FIOS	240003	199.99
41427	08/15/2023	1968	VERIZON WIRELESS	240004	100.39
41428	08/15/2023	645	W W GRAINGER INC	*See Detail Report	2,882.07
41429	08/15/2023	2015	WATERVLIET PUBLIC LIBRARY	240051	20.00
41430	08/15/2023	2259	WORLD AWARENESS CHILDREN'S MUSEUM	240072	99.00
Number of Transactions: 51				Warrant Total:	81,748.39
				Vendor Portion:	81,748.39

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

Certification of Warrant

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

Date Signature Title

BETHLEHEM PUBLIC LIBRARY

Check Warrant Report For H - 2: BILL SCHEDULE H FUND (AUG 23) For Dates 8/15/2023 - 8/15/2023



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
1213	08/15/2023	2424	ASHLEY MCGRAW ARCHITECTS	230523	56,726.80
Number of Transactions: 1				Warrant Total:	56,726.80
				Vendor Portion:	56,726.80

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

ENTRY AND INSTALLATION AGREEMENT

This **ENTRY AND INSTALLATION AGREEMENT** (this “**Agreement**”) is made and effective as of the date the last Party executes this Agreement (the “**Effective Date**”) by and between the **TOWN OF BETHLEHEM**, a New York municipal corporation having a place of business at 445 Delaware Avenue, Delmar, New York 12054 (“**Town**”), and **BETHLEHEM PUBLIC LIBRARY**, a New York education corporation having a place of business at 451 Delaware Avenue, Delmar, New York 12054 (“**Library**”), concerning certain real property owned, operated or managed by Library located at 451 Delaware Ave, Bethlehem, New York 12054 (the “**Property**”). Town and Library are collectively referred to herein as the “**Parties**,” or individually as a “**Party**.”

WITNESSETH:

WHEREAS, Library is in need of replacing a portion of the existing brick sidewalk at the Property in the areas shown in the site plan attached hereto as Exhibit “A” (the “Replacement Area”), and the Town has the ability to pave the areas in question with asphalt; and

WHEREAS, It is estimated that the cost of materials for the asphalt installation is \$3,407.25, and labor and equipment is \$11,318.40 as reflected in the estimate attached hereto as Exhibit “B.”

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Library and Town agree as follows:

1. The Library will be responsible for the preparation and site restoration at the Replacement Area, including the removal of the existing brick pavers. The Town will provide materials, labor and equipment to pave the Replacement Area with asphalt at a consistent level matching the concrete which surrounds the existing brick pavers (the “**Work**”). The Work shall be scheduled by the Parties at a time during the two months following the Effective Date, which is mutually agreed upon, and in any event shall be completed by October 31, 2023.
2. The Library will reimburse the Town for the costs incurred based on actual material quantities and time to install and complete the Work. Following completion of the Work, the Town shall render and deliver to the Library a statement of its actual costs for completion of the Work, and subject to verification of costs by the Library, the Library shall pay the amount of such statement within 45 days of receipt from the Town.
3. The Library hereby consents, acknowledges and agrees that the Town’s employees, agents and/or independent contractors (“**Authorized Parties**”) may enter upon the Property to prepare for and complete the Work.
4. The Town’s employees engaged in completion of the Work shall remain under full supervision and control of the Town and shall not be deemed employees or special employees of the Library. The Town agrees to defend, indemnify and hold the Library harmless from for any and all claims arising out of the Town’s acts or omissions under this Agreement. The Library agrees to defend, indemnify and hold the Town harmless from any and all claims arising out of the Library’s acts or omissions under this Agreement, and from any hazardous conditions on the Property not created by the Town during the Work.

- 5. Each Party agrees to cause the other to be named as an additionally insured on any commercial general liability insurance policy maintained by such Party, and shall provide evidence of such status prior to the Work being initiated.
- 6. This Agreement represents the entire agreement between the parties concerning the subject matter hereof, and may not be modified except by a writing signed by each of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

TOWN: **Town of Bethlehem**

BY: _____
NAME: _____
TITLE: _____
DATE: _____

LIBRARY: **Bethlehem Public Library**

BY: _____
NAME: _____
TITLE: _____
DATE: _____

JOB COST ESTIMATE

Bethlehem Public Library - Asphalt Walkway

LABOR (w/ Fringe Benefits)	AMOUNT	UOM	COST	TOTAL COST
Foreman II	12	Hours	\$60.64	\$727.68
Labor Sub-Foreman	24	Hours	\$54.76	\$1,314.24
Equipment Operator II	24	Hours	\$49.65	\$1,191.60
Equipment Operator I	48	Hours	\$47.06	\$2,258.88
Laborer II	24	Hours	\$42.97	\$1,031.28
Laborer I	24	Hours	\$36.78	\$882.72

TOTAL LABOR COST: \$7,406.40

EQUIPMENT	AMOUNT	UOM	COST	TOTAL COST
#14 - Ford Pickup	24	Hours	\$20.00	\$480.00
#25 - Ford Dump	4	Hours	\$35.00	\$140.00
#41 - Ford Utility	24	Hours	\$20.00	\$480.00
#53 - Int. Dump Truck	24	Hours	\$65.00	\$1,560.00
#58 - Ford Utility	12	Hours	\$20.00	\$240.00
#61 - Bobcat Skid Steer	12	Hours	\$18.00	\$216.00
#178 - Asphalt Roller	24	Hours	\$25.00	\$600.00
#183 - Utility Trailer	24	Hours	\$7.00	\$168.00
#189 - Utility Trailer	4	Hours	\$7.00	\$28.00

TOTAL EQUIPMENT COST: \$3,912.00

MATERIAL	AMOUNT	UOM	COST	TOTAL COST
Asphalt - Type 7 Top	55	Tons	\$61.95	\$3,407.25

TOTAL MATERIAL COST: \$3,407.25

GRAND TOTAL: \$14,725.65

07/18/23

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this “Agreement”) is entered into this ___ day of June by and between the **BETHLEHEM CENTRAL SCHOOL DISTRICT**, a duly constituted central school district organized and existing under the Education Law of the State of New York (the “District”), and the **BETHLEHEM PUBLIC LIBRARY**, a school district public library organized and existing under the Education Law of the State of New York (the “Library”). The District and the Library are collectively referred to herein as the “Parties” and each individually, a “Party”.

WITNESSETH

WHEREAS, the District and the Library entered into that certain Memorandum of Understanding dated May 8, 2019 (the “2019 Agreement”), pursuant to which the Library and the District memorialized their intent to share payments to the District pursuant to certain payment in lieu of tax agreements (“PILOT Agreements”) by and between private developers and the Town of Bethlehem Industrial Development Agency or the Albany County Industrial Development Agency with respect to projects located within the District;

WHEREAS, the District is not obligated to distribute payments it receives pursuant to the PILOT Agreements (“PILOT Payments”) to the Library; and

WHEREAS, the 2019 Agreement further memorialized the intent of the Parties to share in any refund of real property taxes required to be paid by the District as the result of a court ordered assessment reduction or an administrative error on the tax roll; and

WHEREAS, the Library is not obligated to contribute to such refund of real property taxes; and

WHEREAS, the 2019 Agreement shall expire on June 30, 2023; and

WHEREAS, the District and the Library now desire to enter into this Agreement with respect to the distribution of PILOT Payments and the refund of real property taxes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Proportionate Share. As used herein, the term Proportionate Share shall mean that portion of real property taxes levied for Library purposes based on the annual Library tax rate in the applicable taxing jurisdiction for the relevant tax year.

2. Distribution of PILOT Payments.

a. To the extent that PILOT Payments are received by the District pursuant to a duly authorized and executed PILOT Agreement, the District shall pay to the Library its Proportionate Share of such PILOT Payments.

b. The District shall provide the Library any notice it receives related to anticipated PILOT Payments prior to the preparation of the Library's annual budget.

c. The Parties understand and agree that this Agreement does not grant the Library any third-party beneficiary rights under any PILOT Agreements, unless otherwise provided, including any right to enforce the PILOT Agreements or participate in any proceeding related to or arising from the PILOT Agreements.

3. Refund of Real Property Taxes.

a. Where the District is required to make a refund of real property taxes attributable to either an administrative correction of an error on the tax roll or by court ordered assessment reduction, the Library agrees to pay to the District the Library's Proportionate Share of such refund. Such payment may be offset from the monies the Library is entitled to receive under Section 2 herein or any other amounts due and owing by the Library to the District. The District shall provide the Library with all necessary documentation relating to such refunds.

b. The District agrees to inform the Library in a timely manner of any significant real property tax refunds.

4. Term. The initial term of this Agreement will expire on August 1, 2025 (the "Initial Term"). Thereafter, the term of the Agreement shall be renewed automatically for succeeding terms of one (1) year each (each, a "Renewal Term", and together with the Initial Term, the "Term") unless either Party gives written notice to the other at least ninety (90) days prior to the expiration of the applicable Renewal Term. Notwithstanding the foregoing, if there is a change in law that alters either Party's consideration under this Agreement, the Parties agree to consider an early termination of this Agreement.

[Note to Draft: Discuss term and automatic renewal.]

5. Miscellaneous.

a. This Agreement constitutes the complete agreement by and between the Parties and supersedes all prior oral and written understandings and agreements.

b. This Agreement may not be amended unless agreed to in writing and executed by both Parties.

c. This Agreement may be executed in any number of counterparts, including counterparts transmitted by facsimile or .pdf, any one of which shall constitute an original of this Agreement. When counterparts or facsimile or .pdf copies have been executed by all Parties, they shall have the same effect as if the signatures to each counterpart and/or copy were upon the same documents and copies of such documents shall constitute a single, valid binding agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Dated: **BETHLEHEM CENTRAL SCHOOL DISTRICT**

By: _____

Name:

Title:

Dated: **BETHLEHEM PUBLIC LIBRARY**

By: _____

Name:

Title: