



**Board of Trustees Meeting  
Monday December 11, 2023 6:00 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
- Public participation
- Review of previous meeting minutes (p. 2-11)
- Financial report (p. 12-21)
  - Treasurer's update (p. 12)
- Personnel report (p. 22)
  - Personnel actions
- Director's report (p. 23-46)
- UHLS report
- New business
  - Building project discussion (p. 47-82)
    - Bond amount
    - HVAC options
  - Meeting Room Policy - update
  - Prepaid healthcare fees (p. 83)
  - PatronPoint presentation (p. 84-96)
  - Other new business (Trane invoice: p. 97-104)
- Old business
  - Library properties consolidation – update
  - Study Room Policy – 1<sup>st</sup> read (p. 105)
  - Naming Opportunities Policy - update
  - Other old business
- Future business
  - Displays and Exhibits Policy – language update
- Public participation
- Executive Session
- Adjournment
  - Next board meeting: Monday January 8, 2024 6:00 pm
  - Next Friends of the Library meeting: December 18, 2023 6:30 pm

MINUTES OF THE BOARD OF TRUSTEES MEETING  
 BETHLEHEM PUBLIC LIBRARY (BOARD ROOM) **DRAFT**  
 Monday November 13, 2023

PRESENT: Caroline Brancatella  
 Laura DiBetta  
 Mark Kissinger  
 Sarah Patterson  
 Lisa Scoons  
 Michelle Walsh  
 Charmaine Wijeyesinghe  
 Sharon Whiting, library treasurer

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

EXCUSED:

GUESTS: Jennifer Crawford, confidential secretary  
 Phil Berardi, assistant director/head of Circulation and Technical Services  
 Chris McGinty, assistant director  
 Tanya Choppy, accounts clerk  
 Susanne Angarano, Ashley McGraw Architects  
 Elbert Eller, Ashley McGraw Architects  
 David Layton, Sage Engineering  
 Karen Beck, Bethlehem Historical Association  
 Bill Ketser, Bethlehem Historical Association  
 Heather Lewis, auditor, Mengel, Metzger, Barr & Co.  
 Andrew Reilly

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

#### PUBLIC PARTICIPATION

K. Beck, a Town of Bethlehem Historical Association trustee, said she and Town Historian B. Ketser wanted to advocate for secure area for local history documents at the library as part of the upcoming building project. She said it would increase the safety and accessibility of the source material that is currently stored at the Cedar Hill Schoolhouse in town.

C. Brancatella asked what the historical association was offering in terms of collaboration. K. Beck said that staff and volunteers would help the library organize the material. C. Brancatella asked if the organization would be willing to help get the word out about the building project. K. Beck said they would. M. Walsh asked if they were envisioning a need for a room with public access or just storage space. C. Wijeyesinghe said that adding the materials to the collection would have some staffing implications.

#### ANNUAL AUDIT PRESENTATION

S. Whiting introduced H. Lewis, the principal in charge of the library's recent audit. H. Lewis noted that the copies of the audit and letter in the board packet were in draft form, but she didn't expect them to change significantly. The required communication letter outlined the audit

process. H. Lewis discussed elements of the draft and said that auditors did not identify any deficiencies in internal controls that would be considered material weaknesses. The letter also included corrected misstatements that were not considered material weaknesses. H. Lewis said the auditors were required to note a significant risk that management could override controls and financial reporting bias based on their potential significance to the financial statements and revenue recognition. She said that this is an inherent risk in any organization and not specific to the library.

C. Wijeyesinghe asked about the recommendation that journal entries be formally reviewed and approved by the treasurer. S. Whiting said that change has already been implemented.

M. Walsh questioned the wording regarding the significant risk. She said she was concerned about how it would appear to the public without any context explaining that it is a risk that can be found in any organization and not the result of the library doing something wrong. L. DiBetta asked if the auditors could add an explanation to the effect. H. Lewis said she would send some proposed language changes to S. Whiting.

On a MOTION by L. DiBetta with a SECOND by C. Wijeyesinghe, the board unanimously accepted the draft audit report pending additional wording to explain the significant risk statement.

#### ASHLEY MCGRAW ARCHITECTS – BRIEF PRESENTATION

S. Angarano presented the final schematic design proposal after recapping the visioning and five “whys” of the project. She said that there is still time to develop and refine the concept, but that it is a good time to have a conversation about the cost and scope of the project.

She said that a big part of design rationale was enhancing visibility of the library from Borthwick Avenue. Flexible meeting rooms would provide ample space for community and library programming. Inside, public study rooms would increase from 4 to 12.

In the design, both the teen and children’s area have enclosed designated spaces attached, with an open play/reading area in the back of the children’s area. The architects said they had received a lot of feedback about the space along with concerns that it did not represent the improvements that staff and trustees were looking for. That is why they wanted to take a closer look at the space needs and make sure everything fits appropriately. C. Wijeyesinghe asked if the craft room would be available as flexible play space when not in use. G. Kirkpatrick said he would be talking to staff about their thoughts on how to best use that room. M. Walsh said the storage area still seemed a bit small. L. DiBetta said she felt much better about the space after seeing the latest design.

Trustees met about four weeks ago to narrow down some exterior design options, and the architects came up with something that incorporates organic shapes and natural materials, along with a modified butterfly roof. All of the exterior elements are meant to complement the existing building’s architectural elements. M. Walsh said that the new roofline looks very tall and she was worried voters might have concerns. C. Wijeyesinghe said she was concerned about sightlines into the children’s area.

S. Angarano said the next steps would be planning for the bond vote, community outreach and determining project cost. She shared some design options that would either add to or subtract from the total cost, which is estimated at almost \$38 million.

M. Walsh asked what kind of safeguards exist to protect this cost estimate. S. Angarano said that the contingency line is trying to account for any unknowns.

D. Layton from Sage Engineering presented two different types of potential HVAC systems. He said the first option and the least expensive would use the existing gas-fired system and add units as needed. A second greener option would use a geothermal well under the parking lot and ceiling heat pumps. He said that option has high upfront costs and is not likely to provide a timely return on investment although there are opportunities for incentives from the federal government.

S. Angarano said that the board should consider their target project cost moving forward. G. Kirkpatrick said they would likely need that by the February meeting so that it would be ready for the school district to add to the May vote.

## MINUTES

C. Wijeyesinghe said that she was not at the October 16 meeting as noted on the minutes.

On a MOTION by M. Walsh with a SECOND by S. Patterson, the board unanimously approved minutes from the Tuesday October 10 meeting.

On a MOTION by M. Walsh with a SECOND by C. Wijeyesinghe, the board unanimously approved minutes from the Monday October 16 building committee meeting with the change noted above.

## FINANCIAL REPORT

### *Treasurer's update*

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

- The timing of tax revenue payments from the school district is a little different this year than in the past. Although the library has received nearly 95% of the payments, they did come in a little later than last year.
- Interest income is higher this year because rates are better.
- C. Wijeyesinghe asked if the finance committee works with S. Whiting on the T-bill and CD investments. S. Whiting said it is discussed at the meeting, but when one comes due, a decision is made right then. M. Walsh said the committee defers to S. Whiting's expertise. She thanked S. Whiting for all of the positive investments she has made on behalf of the library.

On a MOTION by C. Wijeyesinghe with a SECOND by C. Brancatella, the board unanimously approved the Financial Statement dated 31 October 2023 (Checks disbursed in October 2023 based on pre-approval \$53,859.43; Checks disbursed in October 2023 relating to payroll \$194,091.23; Checks being submitted for approval \$89,040.62; CapProject Fund/Hand-Drawn Checks \$21,272.00; Total: \$358,263.28).

## PERSONNEL REPORT

G. Kirkpatrick said a couple of positions have been filled internally, meaning there is a need to backfill those newly vacant spots.

On a MOTION by L. Scoons with a SECOND by S. Patterson, the board unanimously voted to approve the following positions:

- Library clerk, part-time, permanent, 11.67 hours/week, \$16.26/hour or per contract.
- Library clerk, part-time, permanent, 7.63 hours/week, \$16.26/hour or per contract.
- Custodial worker, part-time, permanent, 18/hours/week, \$18.72/hour or per contract
- Librarian 1, part-time, permanent, 7.67/hours/week, \$29.83/hour or per contract

#### DIRECTOR'S REPORT

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

- Librarian Rachael C. was interviewed on Spectrum News along with local author Catherine Bruns to promote NaNoWriMo at the library.
- G. Kirkpatrick included all of the public services programs from the last month to highlight how much is going on at the library.
- He also noted that October was a big month for outreach. He said an increase in outreach activities was outlined in the Long Range Plan. Outreach is labor and staff intensive but worth the investment.
- G. Kirkpatrick said he wanted to thank the Guilderland library for providing trustees with a tour of the space and an up close look at their RFID system.

#### UHLS BOARD UPDATE

L. Scoons said there is some additional construction grant money that will go to library projects they weren't able to fully fund before. The central library budget was approved, and almost all of that money goes directly to OverDrive. There will not be a UHLS meeting in December. L. Scoons said she attended NYLA this year and found it very worthwhile. M. Walsh, who attended before COVID, agreed.

#### NEW BUSINESS

##### *NYS and local retirement invoice*

G. Kirkpatrick said that the invoice offers a small discount if it is paid before Dec. 15. M. Kissinger asked if there was a way to see how many employees are at each tier. G. Kirkpatrick said he could pull together that information.

On a MOTION by C. Brancatella with a SECOND by L. DiBetta, the board voted unanimously to approve pre-payment of the NYS&L Retirement System invoice in the amount of \$263,799.

##### *Computer purchase*

G. Kirkpatrick said he was requesting the purchase of five laptops for staff and 10 to replace the public PCs. L. DiBetta asked what happens to old computers. G. Kirkpatrick said some are put to other uses in the library like running smart boards and slideshows and are eventually offered up to other libraries in the Upper Hudson system. M. Walsh asked when was the last time computers were replaced. G. Kirkpatrick said that they are replaced as needed. Last year the library replaced 4 of them.

On a MOTION by C. Wijeyesinghe with a SECOND by M. Walsh, the board unanimously voted to approve the purchase of five Dell computers at a total cost of \$4,873.00 and 10 Dell computers at a total cost of \$8,239.50 available through government contract.

*Boiler repair*

Another section of the boiler is leaking and in need of repair. Quotes were sought from multiple vendors and Trane came in with the lowest price. C. Wijeyesinghe asked where the money would come from for the repair. S. Whiting said it is budgeted for in the Capital Expenditures line.

On a MOTION by C. Wijeyesinghe with a SECOND by C. Brancatella, the board unanimously voted to approve the cost of repairs to the library's boiler in the amount of \$8,025.00 with work to be conducted by Trane.

*Public Library Association Conference attendance proposal*

G. Kirkpatrick said the conference happens every other year, and the one in 2024 is within driving distance so he is proposing that four staffers be allowed to attend.

On a MOTION by L. Scoons with a SECOND by C. Brancatella, the board unanimously voted to approve the cost of sending four staffers to the PLA conference in Columbus, Ohio, in the approximate amount of \$7,869.20.

*Staff Development Day*

G. Kirkpatrick said trustees were invited to take part in all or part of Staff Development Day Friday, Dec. 1. Ashley McGraw will make a presentation to staff in the afternoon and AED training and the State of the Library will take place in the morning. S. Patterson and C. Brancatella volunteered to coordinate dessert for the staff.

*Other new business*

G. Kirkpatrick presented an estimate for Patron Point, a system that integrates e-mail marketing with other library software and provides an opportunity to better target and market to library users. He said East Greenbush is in the process of implementing the software. While it is expensive, with the upcoming building plan it would add value to the way the library communicates with the public and extend the reach of marketing opportunities. M. Walsh asked if the discussion could be put on the agenda for the December meeting.

## OLD BUSINESS

*Library properties consolidation*

Conversations about consolidation continue with the school district. M. Kissinger and G. Kirkpatrick will be meeting the following Monday with school officials and their attorneys to discuss whether the transfer of property below market value would require a referendum. Everyone is on board with the need to consolidate the property but it is still undecided who would hold the title.

*Mileage Reimbursement policy – 2nd read*

On a MOTION by C. Brancatella with a SECOND by M. Walsh, the board unanimously voted to accept the proposed updates to the Mileage Reimbursement Policy.

*Gifts, Memorials and Bequests policy – 2nd read*

On a MOTION by C. Wijeyesinghe with a SECOND by C. Brancatella, the board unanimously voted to accept the proposed updates to the Gifts, Memorials and Bequests Policy.

*Displays and Exhibits policy – language update*

The board agreed to table the discussion until the December meeting. M. Walsh noted that the date of the first read needed correction.

*Other old business*

There was no old business discussed at this time.

FUTURE BUSINESS

There was no future business discussed at this time.

PUBLIC PARTICIPATION

There was no public participation at this time.

EXECUTIVE SESSION

On a MOTION by C. Wijeyesinghe with a SECOND by S. Patterson, the board voted unanimously to enter into executive session at 8:12pm to discuss the employment history of a specific individual.

On a MOTION by C. Wijeyesinghe with a SECOND by L. DiBetta, the board adjourned the executive session at 8:32pm.

ADJOURNMENT

On a MOTION by C. Wijeyesinghe with a SECOND by L. DiBetta, the board adjourned the regular meeting at 8:32pm.

Prepared by  
Kristen Roberts, recording secretary

Cosigned by  
M. Kissinger, board president

MINUTES OF THE BOARD OF TRUSTEES EMERGENCY MEETING  
 BETHLEHEM PUBLIC LIBRARY (COMMUNITY ROOM) **DRAFT**  
 Monday December 4, 2023

PRESENT: Caroline Brancatella  
 Laura DiBetta  
 Mark Kissinger  
 Sarah Patterson  
 Lisa Scoons  
 Michelle Walsh  
 Charmaine Wijeyesinghe

Geoffrey Kirkpatrick, director

EXCUSED:

GUESTS: Phil Berardi, assistant director/head of Circulation and Technical Services  
 Chris McGinty, assistant director  
 David DeCancio  
 Robert McDonnell  
 Bruce Ginsburg  
 Alon Mazor  
 Rabbi Nachem Simon  
 Karen and Steve Fein  
 Terry Kindlon  
 Laurie Shanks  
 Sean Garrity  
 Galina Levin  
 Sylvia Kaminsky  
 Ruth Mendel  
 Libby Liebschutz  
 Dee Levy  
 David Weinstein  
 Jody Ference  
 Zalman Simon  
 Cherie Simon  
 Alan Richer  
 Robert Kovach  
 Rivi Bahir  
 Haim Bahir  
 Taymoor Naqi  
 Gail Sacco  
 Alan Rosenblum  
 Shawn Rosenblum  
 Valerie Strauss  
 Laurence Kranich  
 Janice Thompson  
 Sheila Baker  
 Hank Greenberg

Steve Redler  
 Marcy Stryker  
 Hazel Landa  
 Deborah Shafran  
 Allon Filler  
 Jonathan Cohen  
 Wendy Love Anderson  
 Steven Ainspan  
 Dawn Moser  
 Mary Fellows  
 Laura Weisblatt  
 Deborah Sokoler  
 Maud Easter  
 Richard Sokoler  
 Joanne Shawhan  
 Harold Idelin  
 Greg Weitzman  
 Amy Drucker  
 Dalia Ben  
 Haim Ben  
 Tal Ben Eliezer  
 Steve Downs  
 Evelyn Loeb  
 Marc Gronich  
 Miles Garfinkel  
 Jason Warshowsky  
 Molly Wladis  
 Lianne Pinchuh Wladis  
 Allen Herr  
 Therese Ellsworth  
 Lee Rosen

Naomi Jaffe  
 Sandra Sabzevari  
 Ruth Malke  
 Jacob Malke  
 Laurie Gericke  
 Jonathan Warner  
 Sheldon Singer  
 Jim Walsh  
 Ruth Singer  
 Farah Malek  
 Brad Goldstein  
 Shalom Kieval

Elise and Jeffrey Steinfield  
 Harold Iselin  
 Jen Steil  
 Amie Bloom  
 Maryan Amsterdamer  
 Lisa Mandel  
 Elana Gordis  
 Richard and Markia Schaefer  
 Janine M. Patschoreck  
 Steven Kamenir  
 Mansoor Umar  
 20 additional attendees

President M. Kissinger called the meeting to order at 6pm. He advised the public about the evening's agenda and expected rules of conduct.

#### PUBLIC PARTICPATION

Several meeting attendees shared their feelings about an upcoming program sponsored by Bethlehem Neighbors for Peace and the library's Meeting Room Policy in regards to it. The board called for a 10-minute break at 6:40pm before resuming public comments. A recording of the meeting and the public comment period is available on the library's YouTube channel.

#### MEETING ROOM POLICY DISCUSSION

M. Kissinger opened the discussion of the library's Meeting Room Policy. C. Wijeyesinghe said she wanted to clarify that the board would be discussing the policy and not taking a vote on the December 5 Neighbors for Peace event.

M. Kissinger made a motion to direct the Policy Committee to review the current Meeting Room Policy and report back to the board no later than the February 2024. C. Wijeyesinghe, chair of the committee, said she believed the committee would be able to meet in December to address the policy, but she doesn't believe the committee would have a first-read of revisions ready for the January meeting. She said she would like to set the goal of reporting back on the general discussion and seeking feedback from the board at the January meeting.

C. Brancatella, a Policy Committee member, noted that the library is not legally required to provide community meeting space, but it has chosen to do so. She said the policy, as it currently stands, covers the program scheduled for the following day and cannot be changed before then. She asked the board and the public to consider whether it would be a better option to close the rooms to everyone or open them to everyone. M. Kissinger urged the committee to explore whether there was a middle ground, monitored option. C. Wijeyesinghe asked G. Kirkpatrick to discuss with staff how they might be affected should that policy be revised in a way that puts additional requirements on them.

M. Kissinger told the assembled crowd that the board was hearing their concerns and he thanked everyone for coming and being respectful of their fellow speakers.

On a MOTION by M. Kissinger, the board unanimously agreed to send the library's Meeting Room Policy back to the committee to review.

C. Brancatella asked those who organized the December 5 event to consider whether it is an event that refrains from language or behavior that threatens, harasses, abuses or intimidates patrons of the library. She also said she does not take lightly the concerns and fears expressed by those in the room and that the atmosphere in the United States has changed demonstrably in the past few weekend for members of the Jewish community.

C. Brancatella made a motion that the board direct a Bethlehem Public Library executive staff member to be present at the December 5 event to ensure that the Patron Conduct Policy is followed, and if not the program is terminated.

C. Brancatella made a motion that the board ensure that there is a clear and easily accessible way to communicate to the board any belief that the Patron Conduct Policy has been violated, such as a link from the library website's home page. M. Kissinger asked that the library also try to find other ways to get that information out.

C. Wijeyesinghe seconded both motions up for discussion.

M. Walsh said she understood that executive attendance at the event was already planned, and that is something already allowed in the policy, so she was unsure what the board was voting on specifically. C. Brancatella said that the staff already has the discretion but her motion was for the board to direct it to happen in this instance.

C. Wijeyesinghe said she wanted to revise the motion so that it doesn't imply that there is any policy change and that it is related specifically to the meeting held the following day. She said that the Patron Conduct Policy applies to everyone inside and outside the building on library grounds. She also noted that the Solicitation and Distribution Policy prohibits blocking access to the library building and suggested copies be made available.

On a MOTION by C. Brancatella with a SECOND by C. Wijeyesinghe, the board unanimously voted to direct a Bethlehem Public Library executive staff member to be present at the December 5 event to ensure that the Patron Conduct Policy is followed, and if not, terminate the program.

On a MOTION by C. Brancatella with a SECOND by C. Wijeyesinghe, the board unanimously voted to direct the staff to ensure that there is a clear and easily accessible mechanism for members of the public to communicate their belief that the patron conduct policy has been violated at any program.

C. Wijeyesinghe asked what that complaint system would look like in practice. She asked if the process would take place in real time while the event was ongoing. C. Brancatella said that the second motion was mainly creating a clear and prominent process by which patrons can bring their concerns to the board. G. Kirkpatrick said Patron Conduct Policy violations are typically responded to by library staff in the moment, but making the means to complain more prominent was an alternative way for people to have their voices heard.

M. Kissinger said he believes the library is the right place to talk about difficult issues in a respectful way and made a motion that the board direct library staff to develop a program on the

current events in the Middle East that takes into consideration all perspectives and that such a program should take place as soon as possible. C. Brancatella said that library staff should consult community groups for input on how to best portray all perspectives. C. Wijeyesinghe said staff were welcome to reach out to the board if they needed any connections.

On a MOTION by M. Kissinger with a SECOND by C. Brancatella, the board unanimously voted to direct the staff to develop a program or series on the current events in the Middle East that takes into consideration all perspectives and that such a program should take place as soon as possible.

#### PUBLIC PARTICIPATION

The board reopened the floor for public participation and several people spoke. A recording of the meeting and the public comment period is available on the library's YouTube channel.

#### ADJOURNMENT

On a MOTION by C. Wijeyesinghe with a SECOND by M. Walsh, the board adjourned the meeting at 8:52pm.

Prepared by  
Kristen Roberts, recording secretary

Cosigned by  
M. Kissinger, board president

## Treasurer's Report

December 2023

### Revenue and Expense Report

On the revenue side, we have received 98% of tax revenues from the school district. Interest income is just over \$72,000. Of this, about \$51,000 is the interest received from the T-Bill and CD that both matured in November. We are earning 3.3% on our money market account and some interest on our checking account, which makes up the remainder.

We are 8% under in expenses as of November 30, primarily because we didn't pay the retirement bill (which represents about 6% of the budget) until December.

### Investments

Our \$1.1 million CD came due on November 6 and earned \$28,106 in interest. We purchased another six-month CD for \$1.5 million at 5.3%. Our T-Bill came due on Nov 30, earning \$22,146 and was reinvested for six months at 5.3%.

Sharon Whiting CPA  
District Library Treasurer

## BETHLEHEM PUBLIC LIBRARY

## CASH &amp; INVESTMENTS SUMMARY

AS OF 11/30/23

	<b>BALANCE</b>					<b>BALANCE</b>
	<b>10/31/2023</b>	<b>RECEIPTS</b>	<b>DISBURSEMENTS</b>	<b>EARNINGS</b>	<b>TRANSFERS</b>	<b>11/30/2023</b>
TD Bank General Fund	952,830.48	1,546,132.97	(284,117.89)	1,056.87	(1,371,851.55)	844,050.88
TD Bank Payroll	0.00		(132,592.64)	-	132,592.64	0.00
TD Bank Money Market	3,038,517.34	-		9,529.34	867,364.65	3,915,411.33
TD Bank Treasury Bill	1,051,558.77		(10.00)	4,621.52	-	1,056,170.29
TD Bank Capital Project Fund	106,746.54	-	(21,272.00)		-	85,474.54
TD Bank 6 mo. CD Opened 11/8/23	1,100,000.00			28,105.74	371,894.26	1,500,000.00
Key Bank Checking	10,413.69	1,638.41	(125.83)		-	11,926.27
<b>TOTAL:</b>	<b>6,260,066.82</b>	<b>1,547,771.38</b>	<b>(438,118.36)</b>	<b>43,313.47</b>	<b>0.00</b>	<b>7,413,033.31</b>

Checks outstanding greater than 90 days old:

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

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

## BETHLEHEM PUBLIC LIBRARY

## REVENUE &amp; EXPENSE REPORT

## 5 MONTHS ENDED 11/30/23

## FISCAL YEAR 2023-2024

	ANNUAL BUDGET 2023-2024	YTD ACTUAL 5 MO. ENDED 11/30/2023	Percent YTD 11/30/2023	ANNUAL BUDGET 2022-2023	YTD PRIOR 5 MO. ENDED 11/30/2022	Percent YTD 11/30/2023
Real Property Taxes	4,401,969	4,300,000	97.7%	4,308,076	4,158,377	96.5%
PILOT	241,523	239,259	99.1%	227,724	231,321	101.6%
Fines	3,000	1,129	37.6%	2,000	1,268	63.4%
Interest on Deposits	35,000	72,259	206.5%	6,000	20,401	340.0%
Lost Book Payments	7,500	4,883	65.1%	2,500	4,106	164.2%
Friends of BPL Contributions	-	4,998	0.0%	-	-	0.0%
Gifts and Donations, Misc	4,000	7,372	184.3%	3,500	2,145	61.3%
Photocopier	7,000	4,853	69.3%	6,500	2,925	45.0%
State Aid	26,000	22,830	87.8%	24,500	22,779	93.0%
Grants	-	-	0.0%	-	-	0.0%
Miscellaneous Income	-	459	0.0%	-	350	0.0%
<b>Total Revenue</b>	<b>4,725,992</b>	<b>4,658,042</b>	<b>98.6%</b>	<b>4,580,800</b>	<b>4,443,672</b>	<b>97.0%</b>
<b>EXPENSES</b>						
Salaries	2,506,226	918,181	36.6%	2,444,929	943,904	38.6%
Retirement	280,440	-	0.0%	237,333	232,558	98.0%
Health Insurance	399,300	140,768	35.3%	364,700	167,003	45.8%
Other Benefits	224,226	88,303	39.4%	219,538	88,627	40.4%
Subtotal Salaries & Benefits	3,410,192	1,147,252	33.6%	3,266,500	1,432,092	43.8%
Library Materials - Print	292,000	127,488	43.7%	290,000	84,180	29.0%
Library Materials - Electronic & Audio	283,000	85,997	30.4%	296,000	59,318	20.0%
Subtotal Library Material	575,000	213,485	37.1%	586,000	143,497	24.5%
Operations	605,800	225,961	37.3%	593,300	198,435	33.4%
Capital Expenditures	100,000	-	0.0%	100,000	4,924	4.9%
Contingency	35,000	-		35,000	-	
<b>Total Expenses</b>	<b>4,725,992</b>	<b>1,586,698</b>	<b>33.6%</b>	<b>4,580,800</b>	<b>1,778,949</b>	<b>38.8%</b>

## BETHLEHEM PUBLIC LIBRARY

## EXPENSES REPORT - DETAIL

5 MONTHS ENDED 11/30/23

FISCAL YEAR 2023 - 2024

	ANNUAL BUDGET 2023-2024	YTD ACTUAL 5 MO. ENDED 11/30/2023	Percent YTD 11/30/2023	ANNUAL BUDGET 2022-2023	YTD PRIOR 5 MO. ENDED 11/30/2022	Percent YTD 11/30/2023
<b>Salaries &amp; Benefits</b>						
Salaries-Librarians	1,177,151	467,061	39.7%	1,174,134	469,622	40.0%
Salaries-Support Staff	1,155,651	383,942	33.2%	1,108,487	407,343	36.7%
Salaries-Custodians	173,424	67,178	38.7%	162,308	66,940	41.2%
<b>Subtotal Salaries</b>	<b>2,506,226</b>	<b>918,181</b>	<b>36.6%</b>	<b>2,444,929</b>	<b>943,904</b>	<b>38.6%</b>
Retirement	280,440	-	0.0%	237,333	232,558	98.0%
Health Ins.	399,300	140,768	35.3%	364,700	167,003	45.8%
SocSec/Medicare	191,726	68,204	35.6%	187,038	70,165	37.5%
Worker's Comp.	20,000	14,829	74.1%	20,000	17,194	86.0%
Unemployment	10,000	4,591	45.9%	10,000	-	0.0%
Disability Ins.	2,500	679	27.1%	2,500	1,267	50.7%
<b>Subtotal Salaries &amp; Benefits</b>	<b>3,410,192</b>	<b>1,147,252</b>	<b>33.6%</b>	<b>3,266,500</b>	<b>1,432,092</b>	<b>43.8%</b>
<b>Library Materials</b>						
Adult books	171,000	81,837	47.9%	171,000	58,155	34.0%
Periodicals	21,000	7,988	38.0%	19,000	-	0.0%
YS Books	85,000	31,390	36.9%	85,000	22,999	27.1%
Special Collections	15,000	6,272	41.8%	15,000	3,025	20.2%
<b>Subtotal Print Materials</b>	<b>292,000</b>	<b>127,488</b>	<b>43.7%</b>	<b>290,000</b>	<b>84,180</b>	<b>29.0%</b>
Audiobooks	20,000	10,477	52.4%	23,000	5,730	24.9%
E-Collections	196,000	57,889	29.5%	196,000	42,883	21.9%
Electronic Resources	31,000	6,500	21.0%	27,000	-	0.0%
YS Audiobooks	4,000	1,998	50.0%	5,000	1,785	35.7%
YS Media	2,000	106	5.3%	5,000	980	19.6%
AS Media	30,000	9,027	30.1%	40,000	7,940	19.8%
<b>Subtotal Electronic &amp; Audio</b>	<b>283,000</b>	<b>85,997</b>	<b>30.4%</b>	<b>296,000</b>	<b>59,318</b>	<b>20.0%</b>
<b>Subtotal Library Materials</b>	<b>575,000</b>	<b>213,485</b>	<b>37.1%</b>	<b>586,000</b>	<b>143,497</b>	<b>24.5%</b>
<b>Operations</b>						
Copiers and supplies	15,000	4,150	27.7%	15,000	4,951	33.0%
Office supplies	20,000	5,067	25.3%	20,000	4,802	24.0%
Custodial supplies	20,000	6,461	32.3%	26,000	4,686	18.0%
Postage	22,000	7,333	33.3%	20,000	7,845	39.2%
Printing & Marketing	35,000	11,399	32.6%	35,000	7,538	21.5%
Van lease & oper.	4,000	233	5.8%	4,000	262	6.5%
Gas and Electric	75,000	29,014	38.7%	65,000	35,985	55.4%
Telecom & Cloud Svcs	24,000	9,374	39.1%	14,000	10,276	73.4%
Water	3,000	934	31.1%	3,000	1,238	41.3%
Taxes-sewer & water	3,400	-	0.0%	3,400	-	0.0%
Refund property taxes	5,000	-	0.0%	7,500	49	0.7%
Prof. Services	30,000	9,634	32.1%	30,000	5,468	18.2%
Contract Services	50,000	3,965	7.9%	45,000	3,061	6.8%
Insurance	30,000	32,387	108.0%	29,000	28,305	97.6%
Bank Fees	1,400	608	43.4%	1,400	733	52.4%
Travel/Conference	3,500	2,243	64.1%	3,000	1,692	56.4%
Memberships	3,000	75	2.5%	3,000	1,575	52.5%
Special Programs	35,000	22,426	64.1%	32,000	6,453	20.2%
Furniture & Equipment	30,000	5,421	18.1%	40,000	(3,591)	-9.0%
IT Hardware & Software	50,000	9,927	19.9%	42,000	10,790	25.7%
Bld & Grnd. Repair	40,000	1,319	3.3%	40,000	2,749	6.9%
Furn/Equip Repair	2,000	2,870	143.5%	2,000	44	2.2%
Miscellaneous	6,500	1,032	15.9%	6,000	2,977	49.6%
Audit Service	24,000	14,000	58.3%	24,000	20,960	87.3%
Accounting Service	20,000	19,419	97.1%	30,000	14,183	47.3%
UHLAN fees	54,000	26,672	49.4%	53,000	25,403	47.9%
<b>Subtotal Operations</b>	<b>605,800</b>	<b>225,961</b>	<b>37.3%</b>	<b>593,300</b>	<b>198,435</b>	<b>33.4%</b>
Capital Expenditures	100,000	-	0.0%	100,000	4,924	4.9%
Contingency	35,000	-	0.0%	35,000	-	0.0%
<b>TOTAL</b>	<b>4,725,992</b>	<b>1,586,698</b>	<b>33.6%</b>	<b>4,580,800</b>	<b>1,778,949</b>	<b>38.8%</b>

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

CHECKS DISBURSED IN NOVEMBER 2023 BASED ON PRE-APPROVAL	\$	45,508.12
CHECKS DISBURSED IN NOVEMBER 2023 RELATING TO PAYROLL	\$	197,177.61
CHECKS BEING SUBMITTED FOR APPROVAL	\$	73,157.97
CHECKS BEING SUBMITTED FOR APPROVAL - CAPITAL PROJECT FUND	\$	21,273.00

# BETHLEHEM PUBLIC LIBRARY

## Check Warrant Report For A - 18: PREAPPROVED DISB (NOV 23) For Dates 11/1/2023 - 11/30/2023



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
41569	11/01/2023	1424	AFLAC NEW YORK		220.04
41570	11/01/2023	1831	CDPHP UNIVERSAL BENEFITS, INC.		30,562.54
41571	11/01/2023	2395	CSEA EMPLOYEE BENEFIT FUND		192.13
41572	11/01/2023	720	MVP HEALTH PLAN, INC.		5,659.38
41573	11/02/2023	1833	HIGHMARK BSNENY		981.91
41574	11/02/2023	1570	NATIONAL GRID		3,965.20
41575	11/02/2023	2340	T-MOBILE	240018	903.00
41576	11/02/2023	1607	VERIZON BUSINESS FIOS	240003	89.00
41577	11/02/2023	1607	VERIZON BUSINESS FIOS	240003	199.99
41629	11/14/2023	2061	UNITED HEALTHCARE INSURANCE CO		303.72
41630	11/20/2023	1570	NATIONAL GRID		4,083.58
41631	11/20/2023	404	NEW YORK LIBRARY ASSOC	240233	280.00
41632	11/20/2023	2465	SARAH ROMEO	240234	37.97
41633	11/20/2023	1607	VERIZON BUSINESS FIOS	240003	159.79
41634	11/20/2023	2426	JPMORGAN CHASE BANK NA	*See Detail Report	869.87
<b>Number of Transactions: 15</b>					
					<b>Warrant Total: 48,508.12</b>
					<b>Vendor Portion: 48,508.12</b>

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

### Certification of Warrant

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

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

# BETHLEHEM PUBLIC LIBRARY

## Check Warrant Report For A - 17: TRUST & AGENCY (NOV 23) For Dates 11/1/2023 - 11/30/2023



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
41568	11/03/2023	712	CIVIL SERVICE EMPL ASSOC INC.		830.85
41628	11/17/2023	712	CIVIL SERVICE EMPL ASSOC INC.		830.85
100823	11/03/2023	709	BPL SPECIAL PAYROLL ACCOUNT		67,748.35
100824	11/03/2023	710	NYS INCOME TAX BUREAU		3,880.08
100825	11/03/2023	1946	IRS - PAYROLL TAX PMT		21,852.64
100826	11/03/2023	2003	NEW YORK STATE DEFERRED		2,678.44
100827	11/17/2023	709	BPL SPECIAL PAYROLL ACCOUNT		67,737.92
100828	11/17/2023	710	NYS INCOME TAX BUREAU		3,813.07
100829	11/17/2023	730	NYS EMPLOYEES RETIREMENT SYSTE		3,670.49
100830	11/17/2023	1946	IRS - PAYROLL TAX PMT		21,522.83
100831	11/17/2023	2003	NEW YORK STATE DEFERRED		2,612.09
<b>Number of Transactions: 11</b>				<b>Warrant Total:</b>	<b>197,177.61</b>
				<b>Vendor Portion:</b>	<b>197,177.61</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 - 23: BILL SCHEDULE (DEC 23) For Dates 12/12/2023 - 12/12/2023



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
41647	12/12/2023	1531	A-J LAWN SPRINKLER CO., INC.	240226	190.00
41648	12/12/2023	2420	AMAZON CAPITAL SERVICES INC	240235	1,480.34
41649	12/12/2023	77	BAKER & TAYLOR , INC.	*See Detail Report	10,366.92
41650	12/12/2023	1186	BAKER AND TAYLOR ENTERTAINMENT	*See Detail Report	64.76
41651	12/12/2023	89	BETHLEHEM CHAMBER OF COMMERCE	240250	470.00
41652	12/12/2023	997	BOND, SCHOENECK & KING, INC.	240253	6,166.25
41653	12/12/2023	1693	CASTLETON PUBLIC LIBRARY	240261	34.95
41654	12/12/2023	2200	CCB TECHNOLOGY, INC.	240216	1,576.25
41655	12/12/2023	2078	COUNTY WASTE & RECYCLING SERVICE, INC.	240005	288.09
41656	12/12/2023	1434	DELL MARKETING L.P.	*See Detail Report	13,112.50
41657	12/12/2023	1981	DUDLEY OBSERVATORY	240237	150.00
41658	12/12/2023	1981	DUDLEY OBSERVATORY	240237	150.00
41659	12/12/2023	1463	EAST GREENBUSH COMM LIBRARY	240228	3.00
41660	12/12/2023	1991	EASTERN MANAGED PRINT NETWORK LLC	240007	61.82
41661	12/12/2023	195	EBSCO INFORMATION SERVICES	*See Detail Report	16,409.17
41662	12/12/2023	1986	FIRSTLIGHT FIBER	240008	191.69
41663	12/12/2023	2272	GLOBAL EQUIPMENT COMPANY INC.	240249	110.19
41664	12/12/2023	2261	LIBRARY IDEAS, LLC	240255	478.28
41665	12/12/2023	1024	MIDWEST TAPE LLC	*See Detail Report	2,343.34
41666	12/12/2023	2313	MMB+CO ACCOUNTING	240230	4,000.00
41667	12/12/2023	2088	NYSID	240043	50.15
41668	12/12/2023	1823	OVER DRIVE INC.	240244	8,986.08
41669	12/12/2023	450	PHILLIPS HARDWARE INC	240013	116.95
41670	12/12/2023	2430	PLAYAWAY PRODUCTS LLC	240239	48.74
41671	12/12/2023	1490	REPEAT BUSINESS	240056	43.36
41672	12/12/2023	1951	S & S WORLDWIDE INC.	240245	32.94
41673	12/12/2023	2154	STERICYCLE, INC.	240010	20.94
41674	12/12/2023	1161	TOWN OF BETHLEHEM	240260	564.24
41675	12/12/2023	2344	ULINE, INC.	240219	119.95
41676	12/12/2023	2328	UNIFIRST CORPORATION	240011	192.96
41677	12/12/2023	746	VOORHEESVILLE PUBLIC LIBRARY	240243	5.00
41678	12/12/2023	645	**CONTINUED** W W GRAINGER INC		0.00
41679	12/12/2023	645	W W GRAINGER INC	240012	2,079.11
41680	12/12/2023	2423	YOUNG LANDSCAPES LLC	240169	3,250.00

# BETHLEHEM PUBLIC LIBRARY

Check Warrant Report For A - 23: BILL SCHEDULE (DEC 23) For Dates 12/12/2023 - 12/12/2023



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
<b>Number of Transactions: 34</b>				<b>Warrant Total:</b>	<b>73,157.97</b>
				<b>Vendor Portion:</b>	<b>73,157.97</b>

\*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 - 6: CASH DISB - H FUND (DEC 23) For Dates 12/1/2023 - 12/31/2023



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
1217	12/12/2023	2424	ASHLEY MCGRAW ARCHITECTS	230523	21,273.00
<b>Number of Transactions: 1</b>				<b>Warrant Total:</b>	<b>21,273.00</b>
				<b>Vendor Portion:</b>	<b>21,273.00</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

December 11, 2023 - Board of Trustee Meeting											
											22
Personnel Report											
Title	Dept.	Current Hours to be Approved	Former Hours if Changed	Salary/Rate	Previous or Current Incumbent	End Date	BOT Approved to Fill	Status	Name	Start Date	Type
<b>Previously Approved to Fill</b>											
Library Clerk PT	Circulation Services	11 hrs/wk	15 hrs/wk	\$16.26/hour or per contract	E. Romero	2/28/2021	3/8/2021				
Library Clerk PT	Circulation Services	15 hrs/wk		\$16.26/hour or per contract	A. Russo	8/15/2021	10/12/2021				
Library Page PT	Collection Maintenance	12.8 hrs/wk		\$14.20/hour	M. Mitchel	5/11/2022	5/9/2022				
Library Page	Collection Maintenance	6 hours/wk		\$14.20/hour	D. Bloom	8/30/2023	9/11/2023				
Library Clerk PT	Circulation Services	11.67 hrs/wk		\$16.26/hour or per contract	M. Leddy	10/30/2023	11/13/2023	Filled	K. Dubin	12/15/2023	Hire
Library Clerk PT	Circulation Services	11.67 hrs/wk		\$16.26/hour or per contract	J. Zaccagnino (schedule change)	11/12/2023	11/13/2023	Filled	K. Robinson	11/29/2023	Hire
Custodial Worker PT	Building & Grounds	7.63 hrs/wk		\$18.72/hour or per contract	G. Smith	10/19/2023	11/13/2023	Filled	M. Perrin	11/28/2023	Hire
Librarian 1 PT	Public Services	7.67 hrs/wk		\$29.83/hour or per contract	T. Davis	11/10/2023	11/13/2023				
<b>Action Requested</b>											
<b>Positions Held</b>											
None											

## Director's Report December 2023

### Buildings and Grounds

The boiler section has been replaced, and that heating system is working, with caveats. A fitting in the line has been observed dripping. The maintenance techs from Trane say it is OK to continue to run the system but plan to replace the fitting when temperatures begin to warm. Of greater concern is that our main heating system pump is broken. We will be ordering a new pump and then sending out our old unit to be repaired, so we will have a spare on hand. As of this moment, we are waiting on a final price for the pump, if it is above my authorization limit, I may bring it forward at the Board Meeting.

The carpet cleaning is essentially complete with just a small section in the quiet study area yet to be finished. While nothing is going to completely refresh 20-year-old carpet, the service did a great job improving the looks of the carpet. Here are a few before and after pictures.





### **Public Services**

Our games and toys in the Children's Place had a rough month. There has been an uptick in the number of them that have broken. Frank is investigating replacements.

The number of difficult situations with patrons reported by the staff has been increasing. The staff are more frequently confronted with frustrated, upset and ill patrons. Medical emergencies requiring calls to EMS also seem much more frequent recently.

Our new Volunteer Coordinator, Alice W. started on November 8 and has hit the ground running. She is familiarizing herself with how our program has run in the past and is looking to make improvements.

Our BCSD intern continues to be a big help with various projects throughout the library.

### **Program Highlights**

*A Little Sunday Music: Abe Ovadia, Jazz Guitarist (11/12)* – Music programs continue to be quite popular. We had a large crowd. Attendance: 64

*American Red Cross Blood Drive & Delmar Rotary Club Narcan Training (11/14)* – Collaborated with the American Red Cross & the Delmar Rotary Club to offer a blood drive and Narcan training for the public. Blood Drive Attendance: 47; Narcan Training Attendance: 16

*Anime Club (11/15 & 11/29)* – Originally developed to meet patron requests, this program series has run for several months with relatively low attendance. We're changing the day and time to see if that makes a difference. Attendance: 7

*Beads & Brownies (11/17)* – The teen program continues to see low attendance. This series will be discontinued in 2024. Attendance: 3

*BHA Speaker Series: Land Between Waterfalls: Documenting Five Centuries of Indigenous Land Use in the Town of Bethlehem (11/15)* – Justin Wexler, founder of Wild Hudson Valley, presented a glimpse of the Bethlehem area in the time before Euro-American settlement. Native place names reveal that the Town of Bethlehem lay in a contested region in the 17th century. Careful analysis can tell us much about a nearly vanished world. Attendance: 92

*Board Game Café (11/16)* – A fun night of board games at the library. We had excellent turnout with both groups and individuals coming to play. Snacks were provided. More programs are in the works. Attendance: 21

*Chess Club (11/6 & 11/20)* – Registration was expanded this month to accommodate a larger number of children regardless of the number of teen volunteers that we have. Children received less one-on-one instruction, but still had fun playing one another. Our new volunteer coordinator is looking to recruit more teen volunteers to help out with this program series. Attendance: 22

*Clothespin Star Garland (11/30)* – Craft program where participants put together a whimsical star garland. Attendance: 10

*Coffee and Tea Art (11/28)* – Participants made watercolor art using coffee and tea, drawing creations out of the splatters and experimenting with the different hues and shades to make an unconventional painting. Attendance: 17

*Community Yoga (11/1)* – We continue to attract a good audience at these monthly classes. The presenter is pleased to have a core group that comes back each month. We've scheduled for January and February, and tentatively booked dates for March and April as well. Attendance: 8

*Crafternoon: Rainbow Wall Hanging (11/17)* – This craft used yarn, rope and felt to create colorful rainbow wall hangings. We had three repeat attendees and some new folks. Attendance: 9

*Craft & Color for Adults (11/27)* – Participants joined us for a relaxing crafting and coloring session. They chose between coloring or doing an open-ended craft activity. This program is specifically for adults of all abilities. Attendance: 18

*Creation Station: Coat of Arms (11/6-11/12)* – Drop in craft in the Children’s Place. Children really enjoyed making their own family crests. Attendance: 87

*Dungeons & Dragons for Adults (11/15)* – The library hosted a Dungeons & Dragons roleplaying game series where participants have the opportunity to meet new people and let their imaginations bloom as they weave their character's tale into the adventure. All playing materials are provided and beginners welcome. Attendance: 5

#### *Early Literacy Programs*

- Weekly Series
  - Tiny Tots (8 sessions) - Attendance from 25-54 participants per session.
  - Music & Movement (8 sessions) - Attendance from 40-70 participants per session.
  - Family/Pre-K Storytime (8 sessions) - Attendance from 37-50 participants per session.
- Saturday Storytime Series
  - Saturday Storytime – 11/4. Attendance: 5
  - Saturday Storytime – 11/11. Attendance: 24
  - Saturday Storytime – 11/18. Attendance: 23
  - Saturday Storytime – 11/25. Attendance: 21
- Sensory Storytime Series
  - Sensory Playtime – 11/3. Attendance: 21
  - Sensory Storytime – 11/10, 10am. Attendance: 22
  - Sensory Storytime – 11/10, 11am. Attendance: 6

*Is Robert Frost Hiding Something? (11/14, 11/21, 11/28)* – Robert Frost's enduring appeal rests on his use of New England vernacular, local geography, dry humor, and the view that his poems are easy to read and understand. Delmar resident Jeff Cohen is leading a series of programs that examine whether there is more to Frost than meets the eye. Mr. Cohen has led several poetry series at the library, including workshops on Emily Dickinson and Elizabeth Bishop. There are two remaining sessions to come in December. Attendance: 16+16+15 = 47

*Legos at the Library (11/30)* – Children were invited to build something awesome with the library's Lego collection. Challenges were available for those who want one. Attendance: 3

*Monday Matinee: Rebecca (11/20)* – We screened another Hitchcock classic for this month’s matinee, part of a four-part series on Hitchcock. Attendance: 11

*NaNoWriMo Write-Ins (11/7, 11/14, 11/21, 11/24, 11/28 & 11/29)* – NaNoWriMo is a national, nonprofit creative writing initiative to create the first draft of a novel within the month of November. “Each year on November 1, hundreds of thousands of people around the world begin to write, determined to end the month with a first draft. They enter the month as elementary school teachers, mechanics, or stay-at-home parents. They leave novelists.” Rachael set up several of these, and then towards the end of the month, she reached out to NaNoWriMo Albany Region Municipal Liaison (ML), Grace Spinner, to host two additional write-ins as the month ended. Total Attendance: 13

*Pumpkin Pie Craft (11/8)* – Drop-in craft program. Children put together and customized their very own (foam) pumpkin pie to take home. Attendance: 15

*Recipe Swap: Soup Edition (11/2)* – Participants were invited to share their favorite soup recipes and take home some new recipe inspiration. They were also welcome to bring samples of their recipes to share, but it was not required. This was the best turnout for a recipe swap yet! One of the participants brought in soup to share, and a good time was had by all. Attendance: 10

*Speed Friending (11/6)* – Friend seekers, ages 18-45, were invited to join us for our Speed-Friending event. It's like speed-dating, but for friendships! In this low-key social event, pairs got a few minutes to talk (ice breakers were provided) before moving on to the next person. At the end, participants made a friendship bracelet for someone they connected with and connected more with the people they enjoyed talking to. A successful event, this program had friendships blooming between every participant. Attendance: 16

*Speed Friending (11/13)* – Friend seekers, ages 45+ were invited to join us for our Speed-Friending event. It's like speed-dating, but for friendships! In this low-key social event, pairs got a few minutes to talk (ice breakers were provided) before moving on to the next person. At the end, participants made a friendship bracelet for someone they connected with and connected more with the people they enjoyed talking to. Almost all of the attendees were seniors, mostly above 70. A successful event, every participant mentioned how much fun they had, and a handful of participants stayed until the very end and then hung out in the hallway for a while longer. Attendance: 22

*Spice Sharing: Allspice (11/9)* – Spice sharing program where participants pick up a sample packet of the spice, along with a few recipes that feature it. Then meet to discuss their experience and share recipes. Attendees are welcome to bring samples of what they made, but it is not necessary to participate. This series has a group of regulars who really seem to enjoy the conversation and look forward to the next spices. Attendance: 10

*Super Smash Bros Ultimate Afternoon: Black Friday Edition (11/24)* – Friday afternoon gaming program for teens to play Super Smash Bros. Ultimate on the Nintendo Switch. We had our usual group players who enjoyed the program. Attendance: 7

*Trivia (11/7)* – A general trivia event where participants were invited to compete individually or in teams. Originally, there were three individuals and two pairs, but one of the pairs invited the individuals to join up, so one pair became a team of three. Attendance: 7

*Virtual Author Talk Virtual Series (11/1, 11/9, 11/16 & 11/30)* - The Author Talk virtual series continues to be popular and brings in big name authors. This month, Full House star, John Stamos, discussed his memoir, *If You Would Have Told Me*; author & presenter, Tiffany Aliche aka "The Budgetnista," presented on financial planning; Joy Harjo, performer, writer and poet of the Muscogee (Creek) Nation discussed her recent memoir; and bestselling and award-winning author, Naomi Alderman talked about her new book, *The Future*. These Author Talks are currently available virtually as an archived recording. Attendance: 65 live views

## Outreach

*Avoiding Phone and Internet Scams (11/9)* – Luke delivered a presentation titled “Staying Safe with Email” as part of a panel discussion featuring speakers from the Bethlehem Police Department and Bethlehem Senior Services. This event was organized and hosted by the Delmar Reformed Church. Attendance: 40

*After School Enrichment, Glenmont Elementary (11/7)* – This was the last of five sessions of the “Make Your Own Mini Book” program Sarah R. developed and presented. Students wrote and illustrated their own stories to create a book. Sarah is currently putting finishing touches on the books and anticipating delivering them before the Christmas school break. Attendance: 11

*After School Enrichment, Hamagrael Elementary (11/3)* – This was the last of 3 sessions of a STEM-based “Kids Build” program developed and presented by Alex D., which let kids figure out how to build using various mediums, such as Legos. Attendance: 19

*Dungeons & Dragons Club, Bethlehem High School (11/17)* – Robert attended a meeting of the D&D Club at the High School to speak about and publicize the library’s upcoming D&D programs and to discuss the possibility of a collaboration. Attendance: 22

## Circulation and Technical Services

Exciting upgrades and additions to the Library of Things collection are under way. The existing GoPro Hero5 cameras are being upgraded to the GoPro Hero12: a waterproof, rugged camera capable of filming in 5.3K and 4K video. New studios have been ordered to complement the popular photo studio. New studios measure 16x16x16, offering portability and multiple color backgrounds. We also added a Sony PlayStation 5 Slim to the well-used console collection.

Overview of these popular Library of Things items

	2023 to-Date Circulation	Last Year Circulation	Lifetime Circulation
GoPro Hero 5 (6)	57	61	504
Photo Studio (1)	7	12	53
Nintendo Switch (8)	138	133	570
Video Game Consoles (6)	75	49	172

An agreement with Plymouth Rocket has been made to give Bethlehem Public Library patrons digital access to museum passes through TixKeeper. TixKeeper is a user-friendly reservation manager with 24/7 access to museum passes. This will broaden our community’s ability to plan trips to participating museums, which make up one-third of the current museum pass holdings. We have begun setting up the connections and authentication details.

## Meetings and miscellany

The library closed to the public for our annual Staff Development Day.

I am still integrating the experience from this past Tuesday's public meeting room reservation and the associated controversies. I am glad that the policies surrounding public meetings will be re-examined given our experiences. I will seek clarification on the expectations placed on staff in the future. Having been through it, I would have strong reservations about asking other staff members to deal with similar situations. I will also request clear guidance on expectations placed on community groups that choose to reserve space at the library, including the need to adhere to the capacity limits and spillover crowds in the hallway and the consequences should those expectations not be met. I am grateful for the library's assistant directors for their steady and calming presence in the hallways, and I appreciate the support of the trustees before, during and after the event.

Geoffrey Kirkpatrick, Library Director

Library Collection				2022-23	Current Total
Adult fiction				27,254	28,294
Adult non-fiction				29,671	29,890
Adult audio				5,713	5,589
Adult video				8,387	8,457
Young adult fiction				5,084	4,841
Young adult nonfiction				650	669
Young adult audiobooks				486	500
Children's fiction				29,443	29,852
Children's non-fiction				15,860	16,505
Children's audiobooks				1,620	1,663
Children's video				1,314	1,309
OverDrive - UHLS Shared				120,043	125,011
e-magazines				4,710	5,296
Electronic (games, ereaders)				405	432
Total				250,640	258,308
Library Programs	Nov-23	Nov-22	% change	2022-23	F-Y-T-D
Programs	90	51	76.5%	667	361
Program attendance	2,204	1,218	81.0%	17,832	10,794
Outreach Programs	4	3	33.3%	91	46
Outreach Attendance	92	58	58.6%	11,899	6,151
Circulation	Nov-23	Nov-22	% change	2022-23	F-Y-T-D
Adult fiction	12,855	12,072	6.5%	157,456	70,154
Adult non-fiction	6,560	6,464	1.5%	84,784	35,711
Adult audio	5,409	4,538	19.2%	56,558	27,445
Adult video	6,085	5,504	10.6%	71,154	29,638
Magazines	2,977	1,389	114.3%	16,307	10,965
Young adult fiction	1,422	1,247	14.0%	17,774	7,812
Young adult nonfiction	134	165	-18.8%	1,792	757
Young adult audiobooks	293	222	32.0%	2,844	1,430
Children's fiction	12,743	12,587	1.2%	147,150	64,757
Children's non-fiction	2,899	2,844	1.9%	37,799	15,395
Children's audiobooks	1,346	1,142	17.9%	14,929	6,851
Children's video	520	595	-12.6%	6,330	2,686
Electronic (games, ereaders)	687	586	17.2%	7,669	3,591
Total	53,930	49,355	9.3%	621,402	277,192
Interlibrary Loan	Nov-23	Nov-22	% change	2022-23	F-Y-T-D
Borrowed from others	5,933	5,491	8.0%	73,725	31,042
Loaned to others	4,496	4,391	2.4%	53,319	22,751
Miscellaneous	Nov-23	Nov-22	% change	2022-23	F-Y-T-D
Visits to our home page	42,906	34,377	24.8%	418,101	217,875
Public use of meeting rooms	46	45	2.2%	473	174
Public meeting attendance	566	609	-7.1%	5,695	2,098
Staff use & library programs	80	55	45.5%	714	337
Study room sessions	429	373	15.0%	4,290	1,855
Tech room/ Studio use	7	8	-12.5%	125	39
Door count	17,854	15,484	15.3%	194,334	90,343
Registered BPL borrowers	77	71	8.5%	1,085	496
Computer signups	1,120	1,070	4.7%	13,008	5,964
Museum Pass use	76	72	5.6%	1,192	690
E-book use	5,366	5,154	4.1%	67,186	30,160
E-audiobook use	4,809	3,856	24.7%	49,297	24,360
E-magazine use	2,717	1,090	149.3%	12,862	9,534
Streaming video use	1,352	1,065	26.9%	14,758	6,954
BCSD use via Overdrive	121	172	-29.7%	1,549	508
Equipment	361	212	70.3%	3,867	1,854
Wireless Use	10,974	9,835	11.6%	127,768	50,878

## NYLA 2023

Geoff Kirkpatrick

I appreciate the Board of Trustees offering the staff the opportunity to attend the New York Library Association annual conference. The conference offers a robust opportunity for learning and continuing education.

*Keynote Session with current ALA President Emily Drabinski – We're Gonna Win! Tools and Tactics for Change*

Inspirational presentation by the current ALA President about her personal journey to being a librarian and her visions for the future.

*Trade Show Opening*

Nothing specific to report. I met with several vendors about their products, discussed our the process for choosing authors with the Library Speakers Consortium, met with several furniture vendors and visited the booths for various NYLA Sections and Roundtables.

*State Librarian Lauren Moore Conversation with Emily Drabinski*

A conversation about the state of libraries with these two library leaders.

*Sustainable Library Initiative Conversation*

Membership in the Sustainable Libraries Initiative is included in the Library's current Long Range Plan. I had an extended conversation about the SLI, membership, and current and future benchmarks for certification. All current NYLA member libraries have a 1 year membership through an alliance with the NYLA and the SLI. This membership enables us to join the community of practice but does not include the benchmarking and certification process.

*Malcom Hill Lecture – Occupational Stress – Sources and Solutions for Library Workers with Nellie Brown*

Nellie Brown is the Director of the Workplace Health and Safety Program through the Cornell Industrial and Labor Relations School. Her humor, warmth and genuine concern for workers came through loud and clear in her presentation. She outlined the negatives of workplace stress on health, performance, and workplace outcomes. I strongly recommended that UHLS bring her in as a speaker for library staff in the area. There is grant money to fund her talks. This was an important presentation.

*Climate Action: Small steps, big impact*

This session focused on small easily implemented changes to start towards reduction in carbon footprint for libraries. Some of these ideas, like a greener option for thermal paper will be simple to implement. I was envious of the work done by the Suffolk Cooperative Library System. They have two solar arrays, free electric car charging as a benefit for staff (powered by the second solar array) and they are in the middle of moving their 8 courier vans to electric. They are well funded and fully focused on sustainability.

#### *Let's Talk about Sustainability Programming & Outreach*

Overseeing this program was my final task as Sustainable Thinking and Action Roundtable President. For the first time in more than 15 years I believe that I have no official role at the library association. The program was lively with rotating groups discussing sustainable programming at their library with a facilitator to get the conversation started. Groups focused on general programming, programs for teens, and kids programs. I am always delighted by the creativity of library staff across the state.

## NYLA Reports:

- **Rachael C. NYLA Conference 2023**

- Thursday 11/2

- ESLN Luncheon: Building Power and Community During Crisis Times: The Work of Library Freedom Project – This session had been called Collective Power for the Collective Good when I selected it, but that changed between August and November. I'm not sure if the lecture changed as well, but it was an impactful lecture. Stephanie "Cole" Adam, an attorney who works for the Library Freedom Project, discussed book bans, various threats to library, doxing, and a specific legal case that happened in Arkansas. In this case, lawmakers had attempted to pass a bill that would make providing "pornographic materials" to minors a criminal offense, and possibly even banning children ages 0-18 from libraries and bookstores. The judge, Timothy Brooks, chose to deny the bill and gave extensive evidence to librarians' professional credentials and the many standards we must uphold as professional librarians. Cole explained that though this was the lowest rung in the judicial ladder, Judge Brooks included important citations and other legal cases in his decision so that, even if this were to move up to the Supreme Court, his thoughtful and intentional decision could help prevent future judges' internal biases from swaying their decisions. Cole also gave advice on doxing and how individual librarians can find personal lawyers to help protect their right to privacy via, I believe, The Merritt Fund, provided by the ALA, as the lawyers a library hires are not usually intended to represent individual employees but the library as a whole.
- Tech Trends – Four library directors from Long Island discussed how to incorporate new technology into our libraries, giving practical advice for small libraries who may not have a large budget to purchase new technology. They discussed integrating AI into our jobs to help improve productivity, but warned against relying on and using it without fact-checking what it produces. They also advised not only checking to make sure that the AI is presenting accurate information, but also changing the words around to make the writing your own if you use something like ChatGPT to write up PR releases, program descriptions, or other publicly available information. They encouraged everyone to practice using ChatGPT or some other AI software to familiarize ourselves with it, as "it's not going away," and our patrons will be using it and will need guidance. The presenters also recommended libraries to train all staff in library tech; it's okay to have one person as the designated tech person, but that all staff should be able to help patrons in the event that designated person is home sick or out to lunch. It's bothersome for a patron who took time out of their day to visit the library and not be able to get the help they need that we should reasonably be able to provide.

- Friday 11/3

- Kind, but With a Spine – During this session, our presenter, Alicia Collumbell, went through the importance of setting boundaries and having confrontations, both with patrons and with co-workers. She encouraged us to reframe our

preconceptions about the words “boundaries” and “confrontation” and consider them both positives. We, as librarians, often feel we need to say yes to everything, but it can oftentimes cost us our mental health and lead to burnout, which is difficult to recover from. Collumbell offered tips on setting boundaries, including simple “if, then” statements, like “if you keep talking to me like/about that, I cannot continue helping you,” or “if you would like me to take over this program, I will need to some extra training.” She also discussed setting boundaries with patrons who overstay their information needs at the reference desk or discuss personal topics that we may not feel comfortable discussing, such as our families. She stressed that our boundaries may not be the same for everyone, that each boundary is personal and unique, and it’s important to consider that when you begin setting boundaries. I feel that Collumbell would make an excellent guest speaker for a training session for all the staff at BPL. It is often difficult to navigate those situations in a profession that has lacked and almost discouraged boundaries for a number of years.

- **Pushing Boundaries Without Pushing Buttons – Four Library Admin** led a lecture on pushing boundaries with our communities without (un)intentionally pushing too far. I personally feel this lecture was little muddled. Rather than creating a collaborative presentation, each presenter wrote an independent section of the presentation, and I personally feel that the objective (ie, broadening the scope of your hesitant patrons’ understanding of their community and the world) was not really present in most of the lecture. This session also seemed more tailored to admin than lower-level staff. Had I known that, I probably would have attended something more relevant to my position, however, I do feel that it had some good takeaways. My main takeaways were the importance of being flexible and continuing to educate yourself on new DEI principles as a way to remain relevant to your community, and that if you have a program (or a policy) that you know will be unsuccessful, your argument should be grounded by facts and data, so your admin can make an informed decision about whether or not to change it. They also stressed the importance of letting go of your ego and that not every offensive behavior or statement was made with malice.
- **Get Them to Show Up – Two librarians** who worked together at the Patchogue-Medford Library (my hometown!) discussed their strategies for increasing attendance at their programs. These include calling up patrons to remind them of their registration, and, if you notice low registration, calling up patrons who attended similar programs in the past. They also recommended talking to patrons at/after programs and sending out surveys about the services the community would like to see in the library, and a service called DeepL that can translate fliers and information more accurately than Google Translate. At the end, they provided a list of their most successful programs, which included Touch a Truck (a career-learning program for children to meet various truck drivers and learn about their jobs – they also recommended hiring a radio DJ with a van, as they will provide music); cooking programs, fitness programs, and more.



- Know where to donate, sell, or recycle your weeded books.
- I know we have a good Friends Group Book Sale system, but the discussions of de-spinning machines for better recycling was intriguing. The speaker library has access to one through the system office.
- When in doubt, wait until next time.
- Trust your gut. Nobody knows your collection like you.
- There were discussions of series, and the possibility of a soft policy; first three in, most recent three, or something similar (first several being more important with kids' series).
- “The past doesn’t change, the way we interpret it does”; consider pub date and authority.
- We are not an archive, we are not a museum, it is okay to let something go, even if it is the last copy, chances are good it can be acquired through ILL.
- \*Do we have a policy for weeding memorial books?
- Session 2: Rethinking Summer Reading by Courtney Tsahalís
  - The presenter is looking at studies that suggest everything we are doing in regard to summer reading is wrong; the summer slump is a myth, the patrons who participate are the ones who would already read anyway, outcomes do not justify the amount money many libraries spend on summer.
  - She suggests efforts should be redirected into year-round outreach, including with local community groups and businesses, and that coupons for local businesses are a better prize than “stuff.” “Strong partnerships enhance the reach of the library outside our doors.”
  - She also advocated for qualitative reporting; outcomes vs. #s.
- I will say that NYLA was a good opportunity to network; I was able to catch up with Judith from UHLS, as well as Cathy & Trevor from Saratoga Library. It's always nice to talk shop with someone you haven't seen in a while.
- **Lauren K. NYLA Conference 2023**
  - Friday, 11/3
    - Session 1: Kind, But with Spine - This was a fantastic way to start the day, and to start my NYLA day. The presenter offered so many great tips and explained the ‘why’ behind how constructive confrontation works. Setting boundaries are also something that I think all of us need to get better at doing, especially as people who work with the public on a daily basis. It’s really easy to get burnt out and/or develop compassion fatigue if we don’t set those boundaries and stick by them.
      - Constructive Confrontation uses the “if \_\_\_\_\_, then \_\_\_\_\_” approach. It’s more about giving a confrontational patron a choice to remedy their behavior.
      - To-do’s: Listen for what isn’t being said; Breathe; Pay attention to the patron, and be engaged with them; Lower your voice, and keep it calm; Watch your own body language; Call for backup.

- Boundaries: Are normal and healthy; Good, decent people set boundaries; Are an act of self-care.
- What do our work boundaries look like?
- Boundaries are pointless without real consequences, and follow-through on those consequences.
  - If we set boundaries, that will lead to more constructive confrontation; for example, if a patron is yelling, being rude, or disrespecting us at the information desk:
    - “If you don’t stop yelling, then I can’t help you with your problem.”
    - “I understand your frustration, but what you want goes against our policies.”
- If our boundaries are disrespected: Are we holding people accountable? Do we sound serious when we’re telling people that they have broken our boundaries? Have we clearly verbalized our limits to the people around us (co-workers, family, friends, etc.)? Did we assume that saying it once was enough?
- Compassion Fatigue
  - Common tips include, practice self-care, reduce our social media use, etc.
  - Better Tips: Sit with the discomfort; Re-adjust our expectations (Adjust to reality! Not every patron interaction is going to go well, and we shouldn’t kick ourselves when it doesn’t); Set those Boundaries, and stick to those consequences! Let go of our overdeveloped sense of responsibility.
- Session 2: Pushing Boundaries without Pushing Buttons - This session was eye-opening, especially after the situation we faced with Drag Story Hour this year. It’s a reminder that sometimes just having books on the shelf can be triggering or controversial for some patrons. How do we deal with that? Where do we set those boundaries and take a stand, if we have to?
  - What does pushing boundaries mean to you?
  - Testing the limits
  - When boundaries are pushed too hard too often, that ends up pushing buttons
  - Boundary pushing has implications on multiple levels
  - Intentions don’t always come across well
  - Public Libraries have a social responsibility to serve our communities. How does that look when we’re talking about boundaries or buttons?
  - Libraries MUST stay relevant!
    - Change and be flexible
    - We are the place where some patrons experience or experiment with new technologies for the first time (AI, for example)

- Collections and Programming should always be changing and growing
- Diversity, Equity, and Inclusion should also guide those changes
- Social Justice?
- Feelings are not Facts!
  - Relitigating (and ongoing court battles)
  - Concern Trolling
  - Emotional Caretaking
  - Unions
- Practical, Tactical Leadership
  - Listen and Observe
  - Create a Sounding Board (people you trust, not necessarily within your staff), and Trust Your Gut
  - Document, document, document
  - Be Boring and Repetitive
  - Trust the Process
  - Release your ego, relinquish control
  - BIG DELEGATION ENERGY
- Advice from a Recovering People Pleaser -- This was the most important section of this session for me.
  - The Power of Saying No
  - The customer is NOT always right
  - Learn to walk away or hang up the phone
  - Prioritize your own emotional, mental, and physical safety at work
  - If people don't like your program or materials, don't take it personally
- Session 3: Get Them to Show Up! - My biggest takeaways from this session were: planning too far ahead can really inhibit our ability to react to current events/relevant topics, don't be afraid to jump on the pop-culture bandwagon (i.e. Taylor Swift), and don't forget to offer programming that people need, but won't or don't ask for. Also, I love the ideas of Touch-a-Truck and Cemetery Tours.
  - Strategies, Tips, and Tricks to Increase Attendance and Keep the Community Engaged through Programming
    - Use your library's Mission Statement – or use the 3 E's, Empower, Educate, and Entertain
  - Where can we get ideas?
    - Surveys (Project Outcome by PLA)
    - Social Listening (Social media)
    - New spins on old favorites (BINGO, but make it glow-in-the-dark)
    - Talk to Everyone!
    - Notable anniversaries (virtual tours, etc.)

- Pop Culture trends – Taylor Swift, Jeopardy’s 60th anniversary is in 2024
- But we plan so far ahead! This can prevent us from jumping on relevant topics in a timely fashion
- Don’t forget things that people need, but don’t ask for
- Planning Basics
  - Choose the right time
    - Avoid overlap with the community calendar, stay away from holidays
    - Poll your patrons
    - Combine forces with other organizations, especially for inter-generational programs
  - Jazz up your titles
  - Entice with your copy
    - Use action words (learn, discover, create)
    - Shorter is better
    - Is the newsletter shoppable?
  - Plan that Marketing!
    - Social media
    - Bilingual materials, digital formats, posters, etc.
- Amp up Low Registration with Drastic Means (1 week out from program)
  - Call the media
  - Call your patrons
  - eBlasts
  - Partner with schools and colleges/universities
  - Free Food, Door Prizes, Raffles
- It’s okay to cancel a program if no one is signing up! – This is something I would have to discuss with Frank/Chris/Geoff before implementing
- Contacts: Friends of the Library; Non-profits; Schools; Chamber of Commerce; Rotary Clubs; Senior homes; Art councils; Other libraries
- Offsite events increase the chances that people will show up
- Wallet-friendly events
  - Partner with CBO’s and Trade Schools (BOCES)
  - Ask for sponsorships (political officers?)
  - Negotiate those fees!
- Make the program awesome!
  - Have a greeter
  - Add value with your makerspace
  - Cross-promote collections and services Hospitality has become a hot topic.
- Greatest Hits: Touch-a-Truck! Dancing; Painting (arts council, murals)); Cooking (with a chef); Cemetery tours; Breweries? – I’m not sure where our Admin/BOT would land on this idea; Student performers; Blanket-

making and other fabric arts; Pop-ups (help get rid of miscellaneous supplies)

- Session 4: Beyond the Building - A lot of these ideas are things that we're already doing, but it's good to know that we're on the right track, and to get additional inspiration, like the Book Baskets out in the community, and Anti-Loneliness programs, and Community Cleanup Days.
  - Why?
    - Connect with the community, and form community partnerships
    - Run programs that you can't run at the library proper
    - Expand the library's presence and show people that we're more than just books!
    - Form connections outside the building, and bring more people into our building
    - Host larger events that are impossible due to space restrictions within the library itself
  - Get started
    - Get approval (if needed)
    - Identify businesses, organizations, parks that would be good for programs
    - Determine a budget
    - Start contacting those locations
  - Adult programs
  - Know your audience
    - Speak to your patrons (especially frequent fliers)
    - Keep a lookout for new businesses opening in town
  - Parks
    - Walking clubs, personal trainers to show stretches, proper footwear, etc.
    - Dog Days of Summer
    - Zumba, tai chi, etc.
  - Alcohol - Big question for us; I don't think the BOT or admin would allow this, and I know that the Town Parks are alcohol-free zones
  - Anti-Loneliness programs
    - Dine Around – different restaurants around town, each patron is responsible for their own food/drink
    - Trivia Night in the community
  - Children's Programs
    - Celebrations, awareness days
    - Will everyone enjoy it? Is it Fun?
    - Restaurant chains (some offer tours, grants, or sponsorships)
    - Firehouse visits
    - Pizzerias
    - Marine Preserve programs

- Summer Reading at the Pool!
- Teen Programming
  - Partner with local organizations
  - High School youth councils
  - Suicide Prevention program (September)
  - Community Service Hours
  - Community Cleanup days (partner with environmental clubs, can be an inter-generational program)
  - Meet teens where they are:
    - Go to clubs and classes
    - Connect with teens in places/ways that they will feel comfortable
  - Collaborate with teachers without increasing their workload
  - Collaboration can involve more than just teachers/librarians, we can reach out to other staff at the schools
- Outreach
  - Bookmobile!
  - Back-to-school
  - Monthly visits to senior centers (book discussions)
  - Books to People
  - Daycares, Nursery schools
  - Participate in community events
  - Outdoor movies sponsored by local businesses
  - Book Baskets (free books in places where parents might bring their kids and need a distraction (laundromats, doctor's offices, etc.)
  - Social media – Meet people where they are!
- **Sarah R. NYLA Conference 2023**
  - Thurs, 11/2/2023
    - NYLA Membership Breakfast - Discussed new NYLA officers, ongoing business and financial statements, activities of the various NYLA sections.
    - Keynote address: We're Gonna Win! Tools and Tactics for Change Emily Drabinski, ALA President - Emily's keynote was inspiring and had a simple message: even though librarians exist in a world where our practices and efforts to defend freedom of information/freedom to read are being questioned/protected and our efforts to protect our communities from censorship are being thwarted, that we need to remember that libraries are in the right and that we will win against these forces. She acknowledged that the fight won't be short, nor will it be easy, but perseverance, kindness, and staying focused on serving our communities will keep libraries moving in the right direction. She noted that institutions, by definition, persist and should not be passive but rather agents for change.
    - Trade Show/Exhibitor Hall Grand Opening - I interacted with a few vendors, some of which were services we already use/subscribe to (Libby, Kanopy,



- **Memorable Tech Experiences on a Budget** - Presented by Nick Tanzi from South Huntington Public Library. This session focused on budget-friendly ways to participate in popular tech trends such as virtual reality (VR), augmented reality (AR), 3D printing, wearable tech, and artificial intelligence (AI). It was recommended to focus budget dollars on tech that fits into these categories (preferably more than one): convenience, speed/productivity/ and novelty (something they've never seen before). The library can act as the "great equalizer" in navigating the "disruptive" period of new tech – such as the period we're in now with AI tools. Many suggestions were given for tech during this session, but some ideas/products that might be neat to incorporate at BPL: mobile app versions of VR and AR platforms; mobile or app-based 3-D scanning (e.g. Qlone), Zoom or Telehealth friendly spaces (for brief video calls); inexpensive AR options (Merge Cube/headset, Quiver Vision). This session, similar to the program I attended on Thursday, emphasized the importance of 1-on-1 tech appointments and libraries' role in "demystifying" new tech.
- **Beyond the Building** - Presented by Michelle Samuel, Deborah Keehner, and Gabriella Trinchetta from Oceanside Library on Long Island. The Oceanside Library has experimented with many different types of out-of-the-building programs. Unfortunately, many of these would not really work at BPL because they ask patrons to cover the cost of their outing (such as a meal at a restaurant or a drink at a brewery). Despite that, I did see some potential ideas in working with community businesses like Brewtus Coffee, for example, to do coffee tasting, or even a tour of a local brewery like Warbler Brewery to view how the beer is brewed (as more of an educational experience rather than a social outing). For children's programming they visited places like the fire house, local candy store, and a pizza shop (parents always present/participating). They suggested providing small bins of books for local businesses like hair salons, doctor/dental offices, laundromats, etc. - this was something that might be more BPL's speed. Overall – interesting, inspiring, but many of these examples wouldn't really work in our community.

11/6/23

Subject: After action report to NYLA on 11/3/23

1. Thank you for the opportunity to attend the NYLA conference. Two staff members from Circulation, Laura Seidel and Sylvia Taylor, attended the conference on 11/3/23 and attended two training overviews as well as walked through the vendors.
2. Training/Vendors Attended.
  - a) “Big Glitter and Patron Privacy” presented by Betsy Halvorsen and Kelly Harris. “As our digital world expands it seems our right to privacy is shrinking. Patron privacy is imperative to providing unfettered access to information for our users. As Library workers what is our responsibility to protect the privacy of our patrons and what can we learn from "Big Glitter" (yes, glitter) to help us ensure patron privacy is protected?”
    - i. The presentation started out with how a big Glitter company is an expert at protecting patron privacy. The company was interviewed by a large newspaper and they excelled at stating that yes they knew what their patrons used glitter for, however they would not divulge any particular user. This has led to the creation of some conspiracy websites speculating on who the biggest user of glitter is.
    - ii. After gaining our interest, we discussed the NYS Civil Practice Laws and Rules 4509 Library Records. This is our Library Bill of Rights and can be found on the ALA websites. As library workers it is our responsibility to “do no harm” which means to protect the rights of patrons and not share what they read as well as not provide data to law enforcement without a court order. Some of the takeaways are below
      1. Youth and Adult patrons need to be treated with the same respect and courtesy of privacy.
      2. There are gray areas that we must use our common sense with, ie, telling parents what titles their toddler/elementary school age child versus what their pre-teen may have checked out. You can always give number of books, but not the titles. What if the pre-teen is researching gender identities and is not ready to come out?
      3. Librarians receive focused training on patron privacy. It was discussed that often clerks do not receive the same level of training. Add more patron privacy training to our onboarding process.
      4. Self service hold shelves do violate patron privacy if the names of patrons are associated with the items.
      5. Sometimes not knowing what the patron printed out or checked out is the best solution. Sometimes an innocent statement such as “I read that book and recommended it to the patron such and such” is violation of the law.
      6. Patrons tend to share private information with us when they are lonely and have no one else to talk to. We need to protect that and not share amongst ourselves and remember that you never know who is listening.
      7. When you get asked for a hold pickup title by someone other than the patron simply state that you don’t have title in front of you.
      8. Linking accounts violate 4509 and should not be used.
      9. Patron information is like glitter once it is out it is everywhere!

- b) “The Challenge of Workplace Bullying in Libraries” presented by Carol Anne Greary. “Literature and studies on bullying in the workplace have shown that 40 to 50 % of workers experience or witness bullying in their work environment. This program will look at the challenge of workplace bullying, definitions, survey results of incidences in libraries of workplace bullying before and during the Covid-19 pandemic and ways it can be addressed with policies and practices that promote positive and productive workplace environments. Bring your questions and concerns and let us learn together how we can raise awareness on this important topic.” We expected that this presentation was going to be about how to address workplace bullying however it was a statistical gathering of data.
  - c) The following vendors we were interested in and gathered information.
    - i. ELM USA. We currently own the Auto-Smart dis repair machine. The machine has many pieces, needs consistent cleaning and drying and is starting to rust in places. They offer an ECO Pro 2 which is smaller, quieter and more portable.
    - ii. Image Integrator LLC. Zeta Scanner: This is a book and magazine scanner that looked like something that might be advantageous to our patrons.
    - iii. CSEA. They sent us back with small notebooks to give to our union president. They have since been handed out to union members.
3. Thank you for the opportunity to attend.

v/r

Sylvia Taylor Circulation Supervisor  
Laura Seidel Collection Maintenance Supervisor

### **NYLA Conference 2023**

I attended the 2023 NYLA conference *Revive, Refresh, Rekindle* on Thursday, November 2, 2023. Local conferences such as NYLA provide me with an opportunity to see the breadth of the profession within the state and I am able to discuss innovation and collaboration with colleagues that would otherwise not take place. I appreciate the opportunity to have participated.

This year, I meet with vendors and collaborators to explore several products and solutions that have the potential to improve community services and library productivity. Three highlights from the trade show:

- *FE Technology* showcased a self-check kiosk that sat on an adjustable pedestal. The hydraulics used were similar to ergonomic or standing desks in that it was adjustable to accommodate persons of varying heights and needs. While ergonomic desks are common technology, this was the first time I had seen the technology paired with self-service kiosks. *FE Technology* also offers a unique solution to hold shelves which allow hold items to be returned to any shelf. The software identifies the shelf the item is located on and relays this information to the person picking up the item. No personal identifiers are used on the physical items protecting patron confidentiality.
- Interactive collection maps that integrate with websites, digital signage, and the catalogue was demoed by *StackMap*. This was a vendor that I planned on visiting to see how the software could help analyze physical space for shifting and construction. I was impressed with the initial demo and even outside of a capitol project can see the benefit of mapping locations or books within a collection. I am interested in exploring the software's ability to identify and communicate available computers or study rooms to patrons through the website or a kiosk.
- Library of Things collections are inherently challenging to manage from shelving and secure storage to the promotion, circulation and return. I visited two vendors who offer LOT solutions. *Assabet Interactive* and *LibCal's* Lending Hub. Both offer premium experiences for patrons looking to reserve inhouse equipment, LOT items, and Museum Passes. Quick filtering and reservations that can be made through the library's website make services like these appealing.

Philip Berardi

# BETHLEHEM PUBLIC LIBRARY

BOARD MEETING  
Final Schematic Design Update



ASHLEY MCGRAW

November 13, 2023



# AGENDA

1. Visioning Recap

Design Update

1. Exterior Design

1. Communications Plan

1. Next Steps

1. Cost & Options Review

# VISIONING RECAP



## The Whys

1. **Address outdated and aging components of the Library facility.**
  - a) The last significant update was around 50 years ago.
  - b) There is some presence of asbestos which puts limitations on some maintenance needs.
  - c) The mezzanine level is not suitable for public, or staff needs.

## The Whys

2. **Add in-demand space for Library users.**
  - a) Patrons are routinely turned away from the limited meeting and study rooms.
  - b) Meeting space / popular Library programs are limited to 100 people.
  - c) Improve performance space functionality.

## The Whys

3. **Add in-demand collections space and improve Library function.**
  - a) Bethlehem Public Library's circulation is the higher in the Upper Hudson Library System.
  - b) Children's area is often crowded and limited in terms of offerings. Teen area is lacking dedicated space.
  - c) Properly address curbside pickup function.
  - d) Improve and expand staff space for better workflow, safety, efficiency, and adequacy.

## The Whys

4. **Enhance accessibility of the Library facility & resources.**
  - a) Improve accessibility to and within the facility to the spaces as well as to resources
  - b) Improve parking area safety and add parking spaces
  - c) Reduce distance between parking and entry
  - d) Improve sense of arrival and wayfinding

## The Whys

5. **Enhance the Library's environmental sustainability footprint.**
  - a) Increase energy efficiency leading to operational savings
  - b) Update the green space around the Library and preserve the park-like feel
  - c) Modernize site utilities to improve Library as a “good neighbor”

# Project Purpose

To position the Bethlehem Public Library as a **community resource** that is accessible to all, offering modern programming in a mindful environment that's nestled within the fabric of the **community**.

Designed in a way that's welcoming, simple to navigate, modern, and adaptable to a variety of programs, both inside the library and throughout the site.

Optimizing the library so that both **patrons and staff** have cohesive environments to suit their evolving needs, and to support the next generation of collaboration, discovery, and learning.

## Guiding Principles

Critical to success

Create a **safer** exterior environment that is more **accommodating** to patrons and library activities, has clear vehicle and pedestrian traffic patterns, and a more **prominent entry**.

To be considered the [safe space and resource] for our community members, and a valued **community support partner**.

Create an easily accessible addition that caters to the library and community **program needs** and accommodates multifunctional, **flexible** spaces and **increases patron capacity**.

Providing **adequate space** to ensure that **multiple demographic** needs of patrons are accommodated in functional spaces customized to their intended use and program needs, while **cohesively integrating efficient** employee operational spaces.

# DESIGN UPDATE





# Site Plan

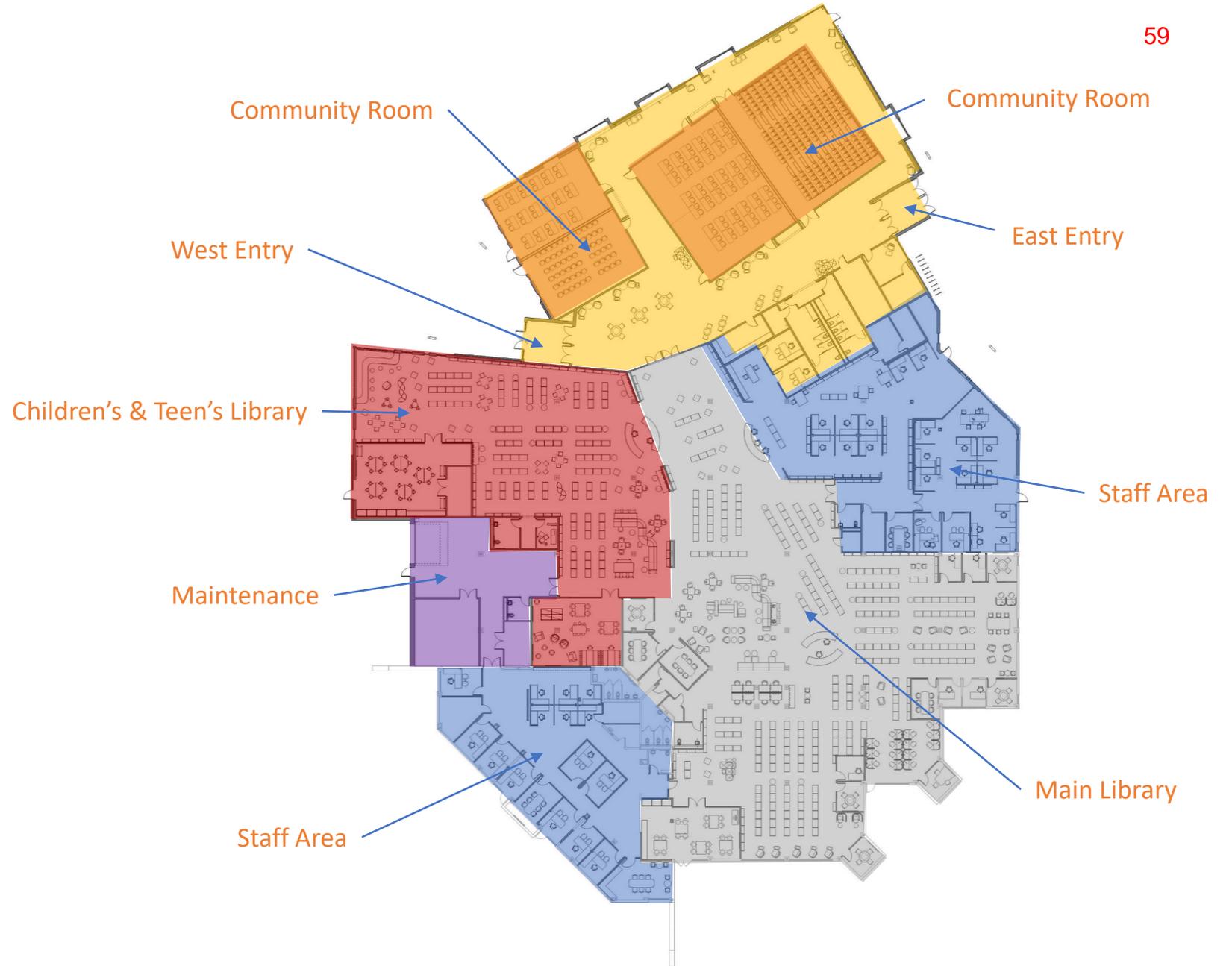
Building Addition

Existing Building





# Floor Plan





# Children's & Teen's Library

## Children's Library:

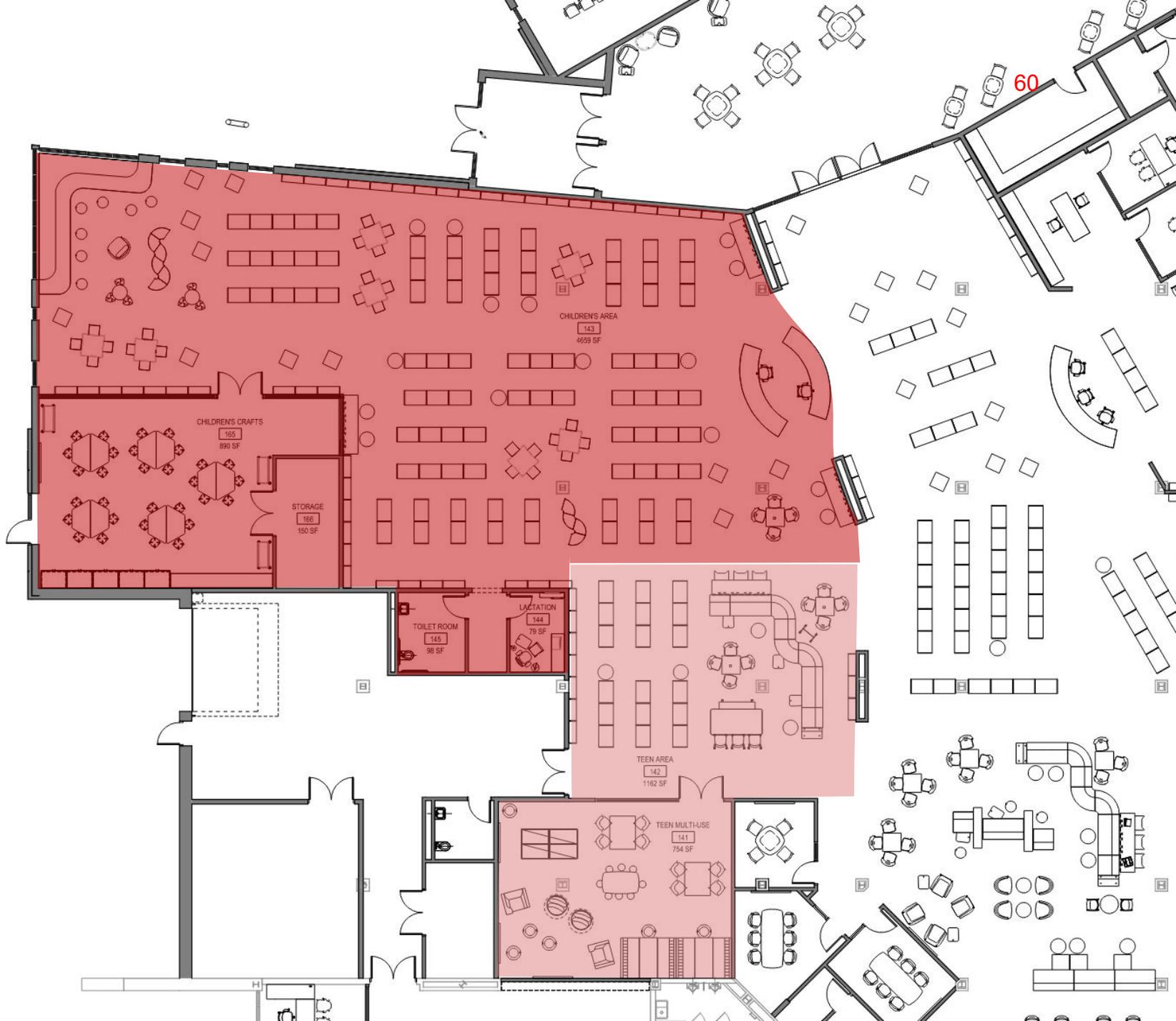
Existing: Approx. 4338 sf  
Proposed: 4659 sf

- PLUS Children's Crafts: 890 sf
- Storage: 150 sf
- Toilet Rm
- Lactation Rm

## Teen's Library:

Existing: Approx. 788 sf  
Proposed: 1162 sf

- PLUS Teen Multi-Use: 754 sf



# EXTERIOR DESIGN



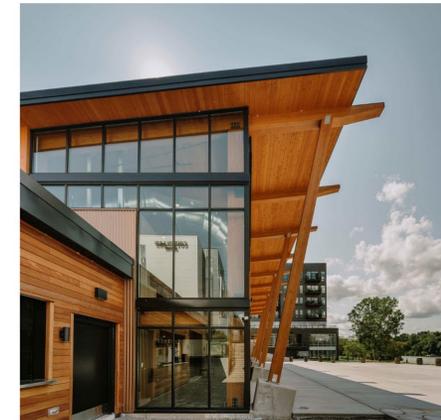


# EXISTING CONDITIONS (exterior)





# PRECEDENTS





# Facade Option A



# Facade Option B







*View from North / Parking*



View at West Entry



BETHLEHEM PUBLIC LIBRARY

BETHLEHEM PUBLIC LIBRARY

# COMMUNICATIONS PLAN



# Outreach

1. **Displays inside the library**
2. **Website launch**
3. **Newsletters, social media, informational videos**
4. **Community events**

# Next Steps

- Vote planning, ongoing.
- Community outreach, ongoing.
- Determine project cost and complete Schematic Design Phase; proceed with Design Development.



# COST & OPTIONS REVIEW



# Project Cost Summary

Sub Total Construction Cost (Renovation & Additions)	\$16,262,669
Site	\$2,741,538
General Conditions, Overhead & Profit, Phasing, Design & Construction Contingency, Bid Contingency, Escalation	\$10,926,348
<b>Total Construction Cost:</b>	<b>\$29,930,555</b>
<u>Soft Costs previously accounted for:</u>	
FF&E	\$1,913,490
CM Fees (anticipate 3-4%)	\$1,197,222
Total	\$3,110,712
<u>Other soft costs:</u>	
Site survey	\$14,500.00
HazMat design phase testing costs	\$3,890.00
energy efficiency options and modeling	\$14,375.00
Geotech #2	\$8,590.00
Geotech #1	\$10,750.00
SD fee	\$283,638.00
DD-CA fee*	\$1,974,330.00
Moving costs, legal, fiscal advisors, commissioning & special inspections	TBD
SWPPP preparation and inspection	\$30,000.00
design consultant reimbursables NTE	\$24,679.13
Total	\$2,364,752.13
<b>Total Project Cost:</b>	<b>\$35,406,019.33</b>

# Cost Options

<u>Add Alternates</u>		
Alt #1 - Telescopic Seating & operable wall		\$634,376
Alt #2 - Heated Sidewalk		\$207,073
Alt #3 - HVAC Option 2		\$3,720,787
Alt #4 - HVAC Option 3		\$4,000,311
<u>VE Ideas</u>		
Eliminate Terrazzo flooring & base from community room addition - swap for tile and resilient		-\$374,270
reduce size of addition at curbside pickup		-\$146,500
eliminate skylights in new addition, and reduce interior glazing at community rooms		-\$200,000
eliminate pavilion		-\$160,000
switch from motorized partitions to manual		-\$600,000

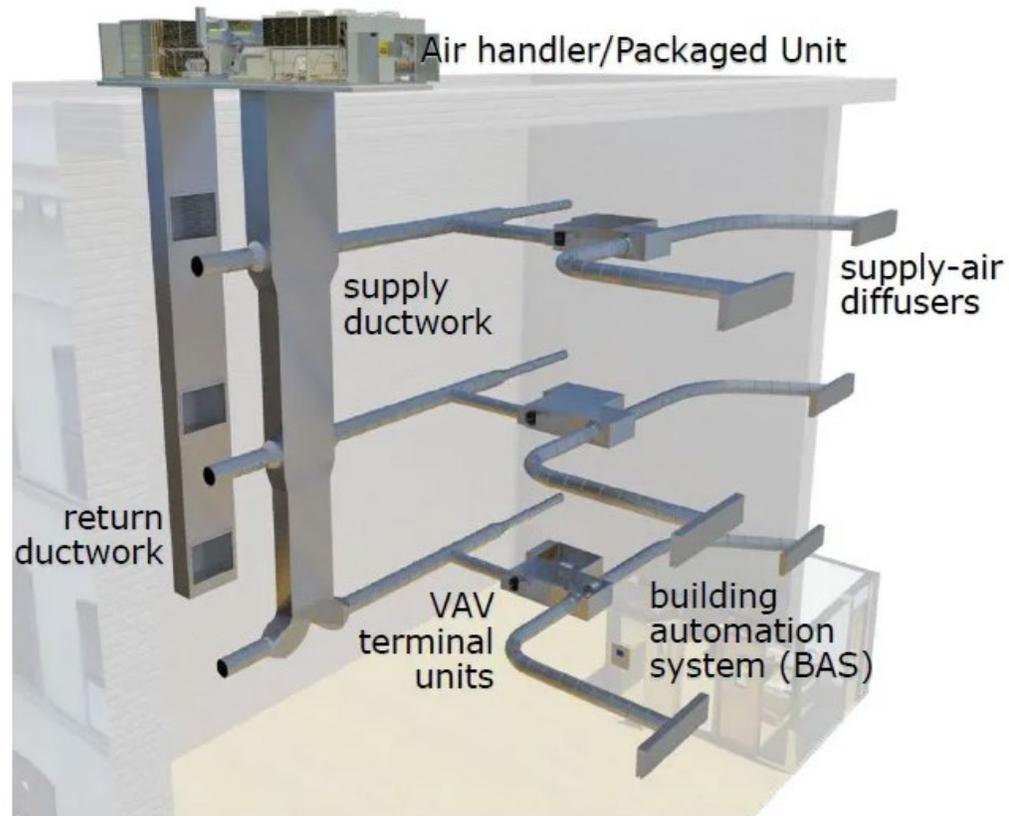
# HVAC Options

## Option 1 – Traditional Gas Fired Rooftop Air Handling Units with VAV terminal units for zoning <sup>75</sup>

EUI 62.9 total site energy / EUI 105 total source energy

EUI – Energy Use Intensity

Energy Consumed Per Square Foot Per Year – Typical Library: 71 site / 143 source



## Option 2 – Water Source Heat Pump Rooftop Air Handling Units VAV terminal units for zoning

76

EUI 39.5 total site energy / EUI 118.6 total source energy

### HVAC Options



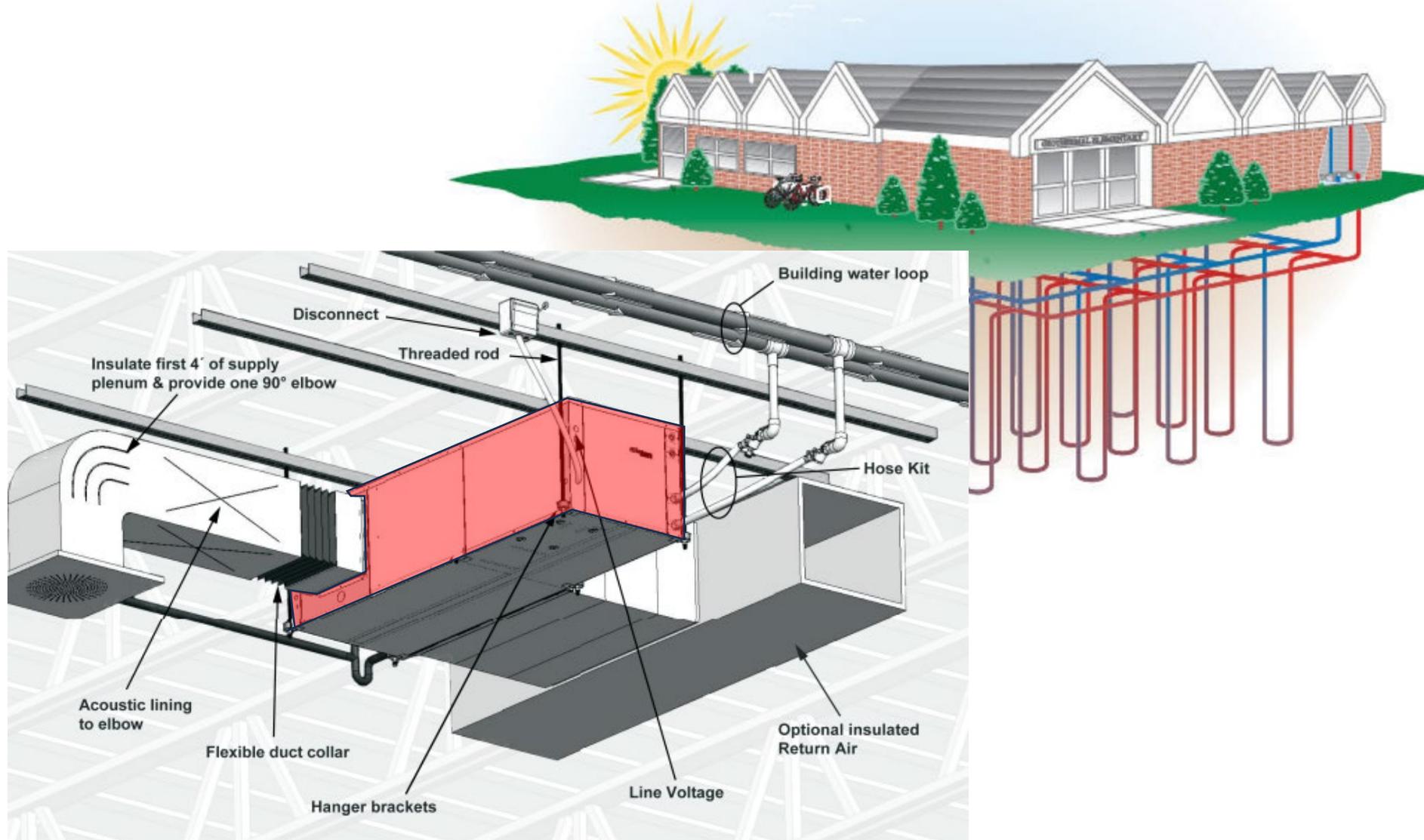
Vertical System



# Option 3 – Distributed Water Source Heat Pump Units and DOAS <sup>77</sup>

EUI 24.2 total site energy / EUI 72.7 total source energy

## HVAC Options

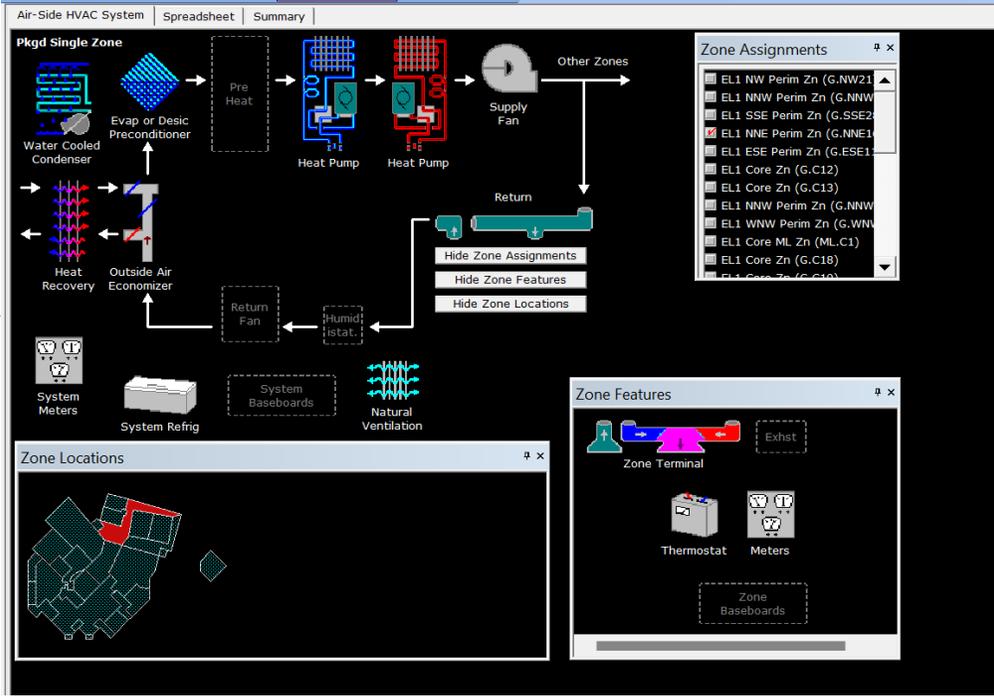
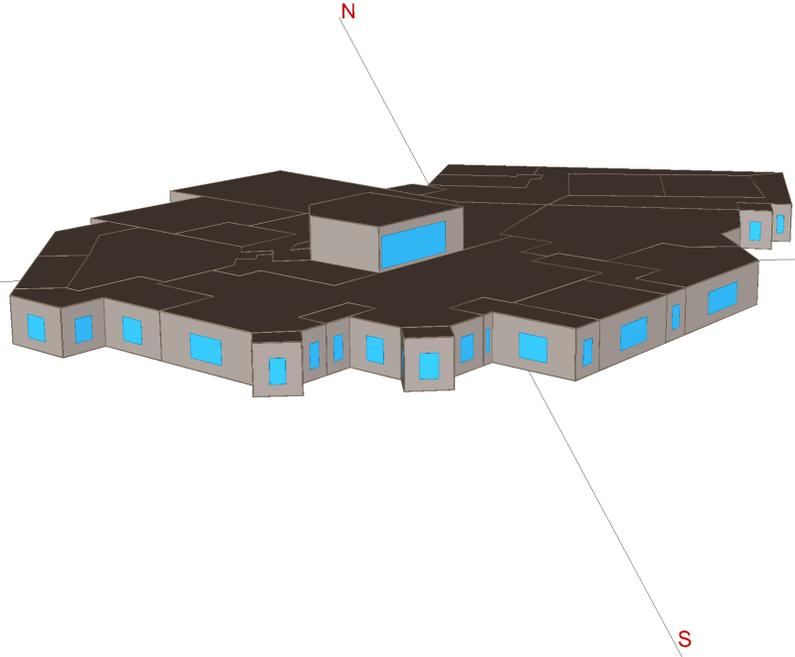




**SITE PLAN**

# Energy Model

HVAC  
Options  
Pros &  
Cons



	Electricity			Natural Gas			TOTAL	
	MBTU	KWH	Cost	MBTU	THERM	Cost	Energy (MBTU)	Cost
<b>Option 1 Gas-fired, VAV zoned RTU's</b>	<b>1,069.70</b>	<b>313,422.00</b>	<b>\$ 59,550.18</b>	<b>2,127.10</b>	<b>21,271.00</b>	<b>\$ 22,547.26</b>	<b>3,196.80</b>	<b>\$ 82,097.44</b>
<b>Option 2 VAV zoned heat pump RTU's</b>	<b>1,909.00</b>	<b>559,329.00</b>	<b>\$ 106,272.51</b>	---	---	---	<b>1,909.00</b>	<b>\$ 106,272.51</b>
<b>Option 3 Distributed heat pumps</b>	<b>1,232.90</b>	<b>361,253.00</b>	<b>\$ 68,638.07</b>	---	---	---	<b>1,232.90</b>	<b>\$ 68,638.07</b>

# Cost Comparison

HVAC  
Options  
Pros &  
Cons

	<b>Construction Estimate</b>	<b>National Grid Rebate (estimate)</b>	<b>IRA Incentives (30%)</b>	<b>Net Investment</b>	<b>Annual Energy Cost</b>
<b>Option 1</b>	<b>\$ 3,800,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,800,000</b>	<b>\$ 82,097.44</b>
<b>Option 3</b>	<b>\$ 7,600,000</b>	<b>\$ 150,000</b>	<b>\$ 2,235,000</b>	<b>\$ 5,365,000</b>	<b>\$ 68,638.00</b>

<b>Difference</b>	<b>\$ 1,565,000</b>	<b>\$ 13,500.00</b>
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## Federal Tax Incentives

For Commercial Geothermal Heat Pumps

### BENEFITS OF TAX INCENTIVES:

- Up to **30%** credit on system cost
- Up to **10%** credit for domestic content
- Up to **10%** credit for energy communities
- Up to **\$5 per square foot** tax deduction
- 5-year** accelerated depreciation and a **1-year** bonus depreciation

**HVAC**  
**Options**  
**Pros &**  
**Cons**

## **Option 1 – Roof Top Units**

81

### **Pros**

- **Lower Upfront Cost**
- **Less Equipment to maintain**

### **Cons**

- **Less Efficient Than Geothermal**
- **No Reduction in Greenhouse Gases**

## **Option 3 – Geothermal with Distributed Heat Pumps**

### **Pros**

- **Increased Energy Efficiency**
- **Eco-friendly**
- **Less Rooftop Equipment**

### **Cons**

- **Higher Upfront Cost**
- **More Equipment to Maintain**

Thank you!



## **BOARD RESOLUTION**

MOTION, THAT THE BOARD OF TRUSTEES AUTHORIZE THE APPROVAL FOR PAYMENT OF THE UPCOMING INVOICE FROM MARSHALL AND STERLING TO PAY HEALTH INSURANCE ADMINISTRATION COSTS AND UPFRONT FSA ENROLLMENT FEES. NOT TO EXCEED \$18,000

ACTION OF THE BOARD: \_\_\_\_\_

MOTION PRESENTED BY: \_\_\_\_\_

MOTION SECONDED BY: \_\_\_\_\_

DATED: \_\_\_\_\_

## **Top reasons for considering Patron Point for Bethlehem Public Library:**

The library and its patrons have high expectations when it comes to communication. Patron Point could expand the effectiveness of our marketing efforts by targeting content and encouraging engagement with our users without adding significantly to current workload.

Patron Point is a fully featured automation platform built specifically for public libraries. It connects with our Integrated Library System and other data to automate robust tools such as comprehensive patron validation for online library card creation. As a library specific platform, we would not need to change any of our core systems to implement Patron Point services.

### **Streamline circulation services:**

- Patron analytics and reporting with data that can be easily exported into BI tools such as Tableau for data analysis and visualization.
- Offers a highly sophisticated and customizable patron registration service with direct integration of workflow into the ILS.
- Replacement of ILS notices from a text-based email to a fully customizable sequence of branded notices that can drive patron engagement with features such as personalized subject based recommendations.

### **Increased marketing reach:**

- Will be a crucial asset during our building project outreach.
- Is likely to increase engagement and circulation, which is part of our Long Range Planning goals.
- Is estimated to increase our marketing output by as much as 1 FTE, without adding any staff.
- Allow us to enhance our onboarding/welcome efforts with a welcome sequence of individualized emails.
- Provide opportunities to better market different collections (teen, Library of Things etc.) by understanding how our users interact with them.

### **Other benefits:**

- We will be able to migrate our e-news to Patron Point at a savings of \$2,160/year.
- All communications sent out from the library will have similar branding, making them look professional and immediately recognizable to patrons.
- Circulation e-mail notices (hold pickups etc.) will have additional opportunities to market materials and programs, pulling the information directly from our calendar or catalog.
- Analytics for all types of patron activities will be in one place and updated in real time, allowing us to easily track the effectiveness of our efforts.
- Eliminates lag time between new patron sign up and onboarding.
- Allows us to easily reach users with an e-mail campaign for card renewals, low engagement etc.
- Positions us to be ready for ongoing changes to the “broadcast” model of communication.



## Contacts

Keep track of all of your contacts so you can focus on making your engagement more efficient. The platform allows you to utilize way more than basic contact data such as name, email, address, telephone number, etc. It allows you to bring in and harness everything you know about your customers from all your data sources such as ILS, eBook platforms, events systems, your website usage etc.

However - the contacts do NOT all have to have a library card. They can be people who have registered for your events or your newsletter who do not yet have a card. This will allow you to nurture your relationship with them and track their conversion into cardholders over time.



## Segmentation

A segment is a set of contacts that you can group together based on similar interests or demographics. As they interact with your content over time, you can track their behaviors and add them to lists based on their preferences.

Marketing automation allows you to link your email data, website activity and form completions, so your lists update dynamically based on your contacts' actions. As soon as they perform a specific behavior, such as clicking on an article link you sent, the platform can automatically add them to a list of customers with similar interests.



## Dynamic Lists

One of the simplest ways to start segmenting your contacts is by connected data. Create rules-based lists that update automatically as contacts meet criteria, adding and removing contacts based on information you collect about them. As Patron Point is connected to your ILS in real-time, data is automatically refreshed. This can help you understand what type of service a customer wants, what services they are currently using, and any other information you deem relevant from the outset. Armed with such insight into your contacts, you can easily segment them into small, laser-focused lists for greater personalization and targeting.



## Behavior-based Lists

Behavior-based segments can be built from a customer's specific interactions with your content over time.

Here are some basic ideas:

- Clicks a link in an email
- Visits XYZ webpage
- Has visited XYZ page but not ABC page

The main benefit of behavior-based list segmentation is that you are able to take a targeted list and turn it into a hyper-targeted list. If you can make your already personal communications even more personal based on exactly what the customer is doing, you'll dramatically increase your engagement rates.



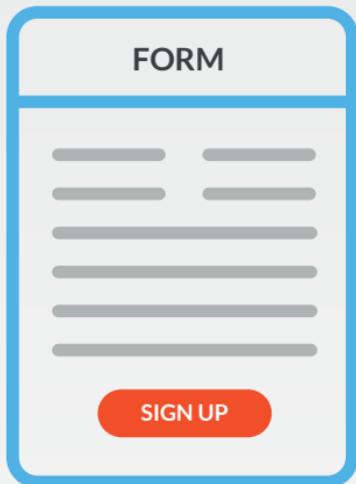
## Triggers & Filters

We just looked at dynamic list segmentation using contact information and behavior. Now let's take a look at how we can use Triggers and Filters to refine our segments even further. Triggers can kick off a Campaign workflow, and then we can use Filters further segment and target customers based on their specific actions and interests.

For example, if you want to follow up with customers who have opened an email containing a link to your website but have not clicked the link, then you would create a list called "Has opened the email" and set the automation to send the follow-up to that list. If they click through to your site on that email, this dynamically adds them to a "Visits from email" list and can trigger further automated actions.

*New patron joins library*

87



FORM

SIGN UP



Record created  
in the ILS



Added to segment  
"New Patrons"



Welcome email  
sequence sent



Thank you for joining the library



Link A



Link B



Link C



Contact is added to list C and new campaign is sent



**SKOKIE PUBLIC LIBRARY**

HOME • ABOUT • LIBRARY CARDS

## APPLY FOR A LIBRARY CARD

Library cards are free. With one, you can borrow materials and use our services. Just complete this application and stop by the west Checkout Desk to pick up your card.

Be sure to bring one piece of identification that shows your name, photo, and current Skokie address. Acceptable pieces of identification include a driver's license or state I.D. with photo.

Library privileges will be available to you once you've come in to pick up your card and we verify your identification. We keep online applications for one month.

If you are younger than 16, a parent or guardian must accompany you to pick up your library card. Your parent or guardian must show one piece of identification with their own name, photo, and current Skokie address.

If you have had a Skokie Public Library card during the last three years, you do not need to bring identification. Please come to the west Checkout Desk if you need to pick up a lost card.

Age\*

Adult

Youth

(\*Youth\* is younger than 16 years.)

First name\* (Matching Photo ID)

Middle name or initial

Last name\*

---

# WELCOME

Hi Alice,

Your Skokie Public Library card is ready to use, listen to, learn from.

If you're looking for a quiet spot for you.

You'll never be bored seven days a week.

Your Skokie Public Library card is ready to use, listen to, learn from.

Hi Alice,

When you can't make it to the library, we've got lots of resources that are available instantly online. You can download eBooks and audiobooks; stream music, movies, and TV shows; read comics, magazines, and newspapers; learn a language, take a class or tutorial; and get help with homework. We offer a wealth of information via your device or computer.

### MOVIES

Get the newest releases for free, from big laughs, TV shows, documentaries, kid movies, and every genre between—our selection deserves an Oscar.

### SEATING

The second floor is a quiet place to go for reading, serious contemplation, or to meet friends to chess or relax in a social setting.

### STORYTIME

Regular exposure to books gives your children the best start in learning and loving to read. We make read-aloud with options for babies and convenient time to fit your schedule.

As the library's director, it is my pleasure to meet here. Our staff is committed to making you have a wonderful experience and to whatever you need. Stop in, give us a call, or visit us online, or visit our social media. We are proud to serve our diverse community. Everyone is welcome here!

—Ric

### GAMES

Level up with video games for (almost) every age rating. From Assassin's Creed to we've got RPGs, FPS, sports, dancing, puzzles, and more.

### COMPUTER

The Computer and Classroom provides internet access, Office, scanning, and printers for adults. The Lab to serve kids through junior high age.

### DANCE

Dancers grace our stage with stunning shows in a variety of dance styles, including modern, ballet, hip hop, and tap. You'll also experience dance from cultures featuring traditional costumes and music.

In Youth Service to meet new families, introduce them to our terrific collection.

### hoopla

Hoopla is great for comics. It's also great for music, movies, eBooks, and more. Download your choices—they're returned automatically, so no worries about returns.

### lynda.com

Thousands of step-by-step video tutorials on all aspects of business and technology can get you up to speed and keep you there. Sign in at home or download the app.

### pressreader

Get quick access to our collection of online newspapers. Looking for a newspaper from another country? Search by title or browse the collection.

### OverDrive

Your library card number provides access to thousands of eBook and audiobook titles for adults, children, and teens. Your world just got a lot bigger!

### ancestry.com

Use our online resources to research your family tree, find consumer information and legal forms, learn business and investing tips, research a topic, or search for articles.

### ZINIO

Check out digital magazines to your computer or device with no holds or returns to worry about. Whatever your fancy, we always have the latest issue!





# Proven Programs™

Having a great platform is one thing, but Patron Point goes way beyond that. Since our sole focus is in library marketing we are experts and our team have developed a range of proven techniques and tactics used successfully by hundreds of libraries around the world.

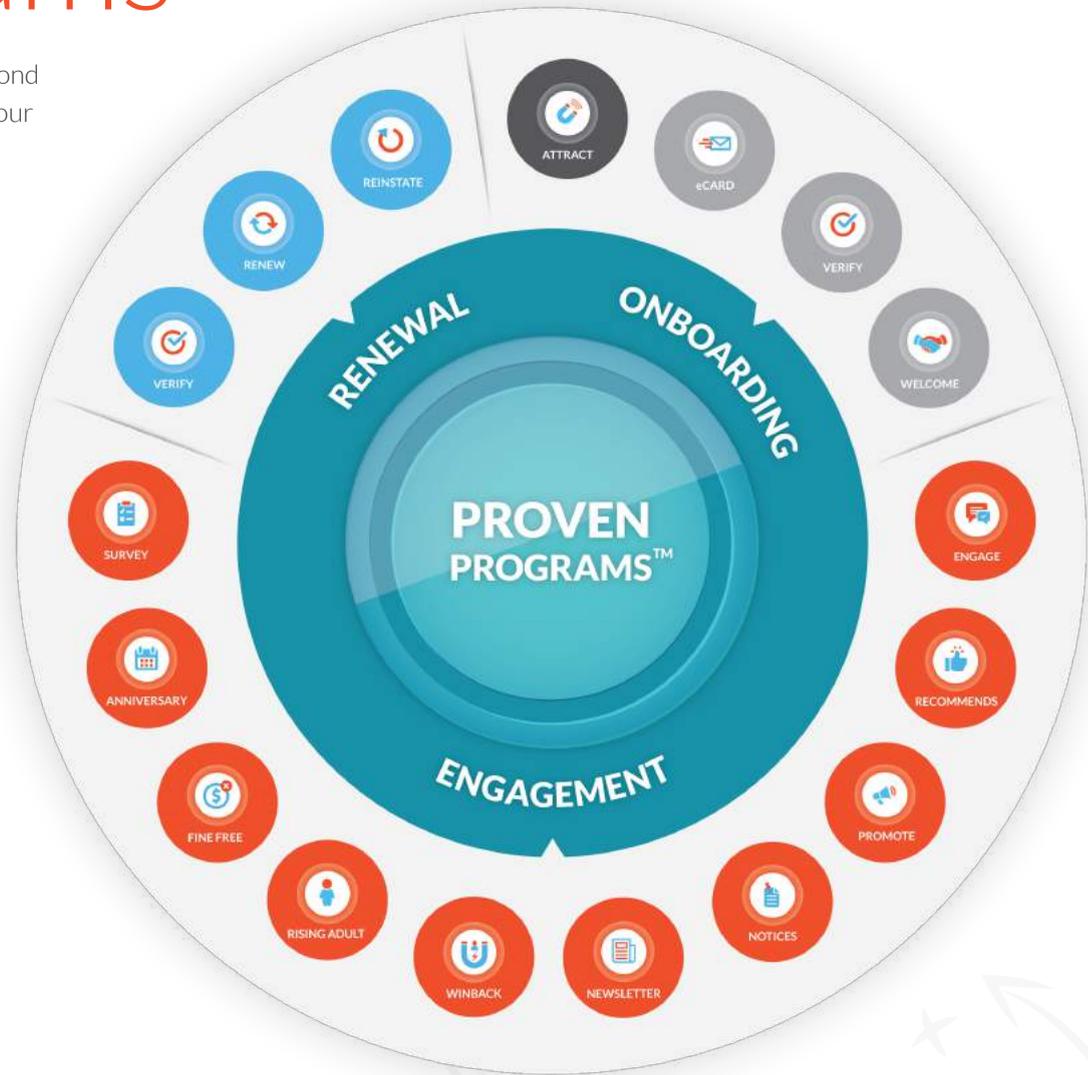
Our Proven Programs are campaigns and workflows proven to work throughout the customer lifecycle from attracting and onboarding new customers, to a range of proven concepts that will engage and inform them, through to retaining them as customers and renewing their membership. All of the Programs are available to all of our customers and can be used to help them meet their strategic goals.

## The Programs

**Attract**—Nurture relationships with non-patrons to grow your cardholder numbers. Import email lists or use the email addresses you gather at events and via newsletter sign ups.

**eCard**—A flexible and fully integrated online library card registration solution that harnesses all the power of the automation platform.

**Verify**—Our powerful Identity Verification solution that can be combined both with online registrations and card renewals. Transforms your processes removing the need for most customers to bring proof of ID/address into the library to join or renew their membership.



**Welcome**—A series of automated emails consistently welcoming new patrons, giving them a great first impression of the library and inviting them to try out the full range of services your library offers.

---

**Engage**—Get your customers engaged with your digital content by targeting them based on level and dates of usage, getting the right message to the right audience at the right time.

---

**Recommends**—Beautiful, automatically created, opt-in reading recommendation newsletters based on new titles added to your catalog so customers can place holds on the items and get to the front of the queue for their favorite new material.

---

**Promote**—Increase library event and program attendance with monthly automated email campaigns highlighting upcoming sessions.

---

**Patron Notices**—Turn your boring, text-based ILS notices such as holds pick ups, overdue notices etc. into branded, cross-promotional marketing tools promoting events, collections or new services.

---

**Newsletters**—Take the traditional library newsletter to a whole new level. Dynamic content gives patrons personalized versions of the newsletter based on their preferences, interests and activities.

---

**Winback**—Automatically target patrons based on a period of inactivity at the library to tempt them to re-engage and track their re-engagement via Patron Point.

**Rising Adult**—Use date of birth to automatically target teenagers and promote the value of switching up to an adult library card as they come of age.

---

**Fine Free**—Use data to segment your customers to communicate your library going fine free and use fines data to message those customers where fines can be waived on overdue items.

---

**Anniversary**—Use a milestone such as birthday, registration date or card expiration date to promote what your library has to offer and provide the opportunity to update contact info, preferences, and more.

---

**Surveys**—Engage your community and ask them for their views and opinions. Their responses are saved within Patron Point so you can segment the audience based on their responses and re-engage them later.

---

**Renew**—Provide an attractive email sequence that reminds patrons of upcoming card renewal. This sequence is proven to retain patrons by communicating a series of customized messaging in an automated way.

---

**Reinstate**—Automatically target cardholders whose cards have expired to re-engage them and turn them back into active cardholders again via a series of drip campaigns aimed at understanding more about their interests and re-educating them about all the great programs, content and services on offer at the library.



-----Original Message-----  
From: Notices  
Sent: Saturday, October 6th, 2018 5:04 AM  
To: John Smith  
Subject: Library HOLD pickup notice: No Reply Required

HOME LIBRARY: HIGH STREET BRANCH

10-06-18 0

HOLD NOTICE - Your hold has arrived. Please pick it up from the HOLDS PICK-UP AREA at your HOME LIBRARY within one week.

AUTHOR:  
RICHARD RUSSO (print)  
CALL NO: F  
BARCODE: 0102030405060

4:42





## The Library



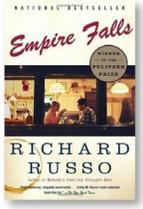
**NEW APP OUT NOW!**

Available on the  

John,  
Good news! Your item is ready for pickup at the [High Street Branch](#).

We'll hold your item for seven days beginning today.

You can find it on the Holds Shelf right next to the Reference Desk.





**UPCOMING EVENTS**

SUN 28	Open Afternoon in Maker Space
WED 01	Local Author presentation - George Chapman
WED 08	Local Author presentation - Margaret Rivers



**Borrow eBooks & audiobooks**





The Public Library, Anytown



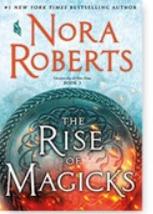
## The Library



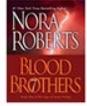
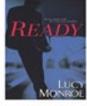
John,  
Good news! Your item is ready for pickup at the [High Street Branch](#).

We'll hold your item for seven days beginning today.

You can find it on the Holds Shelf right next to the Reference Desk.



Other titles you may be interested in

 <p>Every seven years, on the seventh day of the seventh month, strange things happen, and three friends - Caleb, Fox, and Gage - must battle against evil with the women who love them by their sides.</p>	 <p>A mission to protect a U.S. Senator from an assassination threat takes an unexpected turn when Mari, a mysteriously beautiful hospitalier, is taken hostage.</p>	 <p>As an elite terrorism operative at FBI's classified paramilitary unit, the intrepid, ruggedly handsome Gabriel Edge protects the world from the forces of evil.</p>
 <p>It's a long way from the jungles of Colombia to a Colorado library, where Special forces operative Creed Rivera is stalking out one of the world's most dangerous women.</p>	 <p>They're the good guys fighting the bad guys. They've got the job done. If the price is right and so is the cause.</p>	 <p>While House staffer Juan DuCasta finds herself drawn to her Navy SEAL liaison, Lt. Mike Muldoon.</p>



The Public Library, Anytown





Patron Point  
Subscription Agreement

Presented to:



2023-11-10

This Subscription Agreement ("Agreement") by and between Bethlehem Public Library, a public library with its main office at 451 Delaware Avenue, Delmar, New York, 12054 (the "Library") and Patron Point, Inc., an Ohio domestic business with its principal office at 6605 Longshore St, Ste 240 #1014, Dublin, OH 43017-2774 USA ("Patron Point" or "We/we"), and collectively as ("us") as follows:

Patron Point agrees to deliver, in a timely and professional manner, the programs and services as described "Subscribed Services" section below:

## Subscribed Services

Included in the Library's subscription ("Subscribed Services") are the following :

### **Access to Patron Point Marketing Automation System**

A fully-functional marketing automation system designed for performing customized responses based on user activity and interests. The Library's subscription includes all updates, releases, improvements, and corrections to Patron Point during the term of this Agreement. Patron Point will provide access to the system for an unlimited number of system users with full technical and user support throughout the term of subscription.

### **Set Up/Configuration**

Patron Point will configure the Library's dedicated instance, analyze data requirements, perform initial database configuration and data load, and train staff on system features and functions.

### **Ongoing Data Management.**

Patron Point will perform regular updates of ILS and applicable data sources for the purpose of supporting marketing programs and triggering automatic messages to patrons based on activity and/or preferences. Additional data sources can be added as needed by subscribed programs or customer needs at no additional cost.

#### **Patron Sync™**

Real time data interface available for select ILS and other third party systems

#### **Patron Point Verify™**

Patron Identity Verification service for the purposes of confirming patron residency in Library service area

#### **SMS**

The ability to use Patron Point to send text (SMS) messages directly to contacts.

#### **Patron Point Recommends™**

Reading recommendation newsletter service

## Financial Terms

The Library agrees to the subscription fees and will be invoiced as indicated below. The invoice for the first year annual subscription fees, any one time fees, and applicable taxes will be issued within 30 days of the Effective Date (as defined later in this Agreement). Invoicing for any one-time charges or prorated subscription fees (if any) will occur on or near the first of the month after changes in the Library's subscriptions have occurred.

<b>Initial term</b>	<b>3 Years</b>
<b>Number of email addresses</b>	<b>15182</b>
<b>Number of instances</b>	<b>1</b>
<b>Effective Date</b>	<b>2023-12-01</b>

<b>One time fees</b>	<b>Price</b>	<b>Discount</b>	<b>Subtotal</b>
Patron Point Set Up	\$5,000.00	70.00%	\$1,500.00
Recommends Set Up	\$1,000.00	0.00%	\$1,000.00
SMS Set Up	\$1,000.00	0.00%	\$1,000.00
Verify Set Up	\$1,500.00	0.00%	\$1,500.00
<b>Annual</b>			
Patron Point Subscription	\$6,900.00	0.00%	\$6,900.00
Patron Sync	\$1,000.00	0.00%	\$1,000.00
Recommends Subscription	\$1,185.00	0.00%	\$1,185.00
SMS Subscription	\$1,000.00	0.00%	\$1,000.00
Verify Subscription	\$1,500.00	0.00%	\$1,500.00
<b>Transactions (Carrier Fees will be added to SMS Transactions)</b>			
SMS Transactions	\$0.01	0.00%	\$0.01
Verify Transactions	\$0.30	0.00%	\$0.30

<b>Total Year 1</b>	<b>\$16,585.00</b>
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<b>Total Years 2 &amp; 3</b>	<b>\$11,585.00 each year</b>
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Trane U.S. Inc.  
301 Old Niskayuna Road, Suite 1  
Latham, NY 12110  
Phone: (518) 785-1315  
Fax: (518) 785-4359  
Service Contact: (518) 785-6486

December 08, 2023

Bethlehem Public Library  
451 DELAWARE AVENUE  
Delmar, NY 12054-1205  
(518) 439-9314

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

**ATTENTION:** Kevin Coffey

**PROJECT NAME:** Bethlehem Library Replace HW Pump

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

**SCOPE OF SERVICE**

- 1) Perform LOTO.
- 2) Removal of existing pump.
- 3) Provide and install new replacement pump and gaskets.
- 4) Verify proper alignment.
- 5) Startup and verify proper operation.

**TOTAL PRICE:**.....\$6,930.00 USD

**Existing pump will be removed and disassembled for rebuild quote.**

**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 December 08, 2023.

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

Sincerely,

Scott Miller  
Account Manager  
E-mail: swmiller@trane.com  
Cell: (518) 365-6080

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

CUSTOMER ACCEPTANCE
_____
Authorized Representative
_____
Printed Name
_____
Title
_____
Purchase Order
_____
Acceptance Date
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 Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

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

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

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

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

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

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

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

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

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

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

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

- Any guarantee of room conditions or system performance;
- Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- 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
- Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

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

SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, 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. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

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

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

**15. CONTAMINANTS LIABILITY**

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

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

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

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

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

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

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

**20. Equal Employment Opportunity/Affirmative Action Clause.** Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in

41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**21. U.S. Government Contracts.**

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

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

1-10.48 (0821)  
Supersedes 1-10.48 (0720)

**SECURITY ADDENDUM**

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This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

**"Customer Data"** means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

**"Equipment"** shall have the meaning set forth in the Agreement.

**"HVAC Machine Data"** means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

**"Security Incident"** shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
  - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Vendor will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information")

other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to the Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) data backups; and
  - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely

destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data. 104

Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

16. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME:

## BETHLEHEM PUBLIC LIBRARY

### STUDY ROOM USE POLICY

*Policy adopted by the Library Board of Trustees, April 7, 2004*

*Policy revised February 17, 2009*

*Policy revised December 14, 2015*

Bethlehem Public Library provides four study rooms as a service to library users.

Each study room has a posted occupancy limit. Usage may not exceed the posted occupancy.

~~Study room A accommodates up to 6 users. Study rooms B and C accommodate up to 3 users each. The meeting room with the Smart Board accommodates up to 8 users.~~

~~Patrons using the study rooms agree to the following:~~

- Study rooms are available on a first-come, first-served basis; reservations will not be taken **for most rooms**. The Smart Board meeting room may be reserved during select times under the guidelines of the meeting room policy. **Preference for all study rooms may be given to library card holders.**
- **Patrons** wishing to use a study room must register at the Information Desk.
- **Patrons** may use a study room for one hour. This time may be extended if no one is waiting. Extended time expires as soon as another request for the room is received.
- Patrons will be assigned the smallest room that will appropriately accommodate them, based on availability.
- Study rooms close 5 minutes before the library closes.
- Children under the age of 9 must be accompanied by an adult while in a study room.
- The Library reserves the right to allocate a study room for a Library-sponsored program or meeting.

Study room users **must** abide by **the guidelines** in this policy, the library's Patron Conduct Policy, and all instructions from library staff.