



**Special Board of Trustees Meeting  
Tuesday October 22, 2024 7:30 pm (Tuesday Meeting)  
Story Room**

Watch here: <https://www.youtube.com/@bethlehempubliclibrary9609>  
Board packet information can be accessed here: <https://www.bethpl.org/board-of-trustees/>

**Agenda**

- **Call to order**
- **New business**
  - **Memo of Agreement with BCSD re: Library Property**
- **Adjournment**

**Next board meeting: Tuesday November 12, 2024 6:00 pm (Tuesday Meeting)**  
**Next Friends of the Library meeting: Monday October 28, 2024 6:30 pm**

## AGREEMENT

This AGREEMENT (“Agreement”) is executed by and between the Bethlehem Central School District (“School District”) and the Bethlehem Public Library (“Library”) and becomes effective as of date of signatures.

WHEREAS, the Library is a school district public library under the Laws of the State of New York and School District is the public school district which is co-terminus with the Library's district and shares the same taxpayers and residents; and

WHEREAS, portions of the Library's building and grounds located at 451 Delaware Ave., in the Town of Bethlehem, New York (the “Library Premises”) is real property owned by the School District; and

WHEREAS, the day-to-day management of the Library Premises has been entrusted to the Board of Trustees of the Library since it began to operate on the premises; and

WHEREAS, from time-to-time issues relating to the Library's building and finances in connection therewith have required consultation between School District and the Library; and

WHEREAS, the parties hereto wish to develop and implement cooperative and collaborative processes and goals that are advantageous to their mutual taxpayers/residents, it is now therefore agreed as follows:

- I. Term: The term of this Agreement shall be thirty (30) years.
- II. Use of Premises:
  - a. Library agrees to use the Library Premises solely for purposes consistent with its operation as a public library.
  - b. Library shall be solely responsible for operating the Library Premises.
  - c. Library further agrees not to violate any law or ordinance, rule, or regulation of any governmental authority with respect to its occupancy of the Library Premises.
  - d. The School District agrees that occupancy and use of the Premises are the exclusive right of the Library and no other use shall be made by the School District.
  - e. Any real property transferred to the School District from the Library in the future shall be subject to the same terms as this Agreement.
  - f. The Parties acknowledge that the Library’s Board of Trustees has the sole authority to govern the Library, and confirm that the School District has no responsibility or authority for library events and other operations on the Library Premises.
- III. Additional Obligations:
  - a. Library shall not assign or sublease the Library Premises, except rental of space per a duly written agreement or policy. This specific Agreement shall not be assigned.
  - b. In consideration of its rights as exclusive occupant of the property, the Library shall be responsible for all maintenance, repairs, and upkeep of the Premises, including buildings and grounds.
  - c. Library shall be responsible for payment of all utilities for the Premises; failure to pay for cause (such as a dispute) shall not be considered breach of this agreement.

- d. Library agrees to allow School District to enter the Premises at any reasonable hour to inspect the Premises to assess compliance with the terms of this Agreement. School District agrees to give Library adequate advance notice of such entry.
- IV. Repayment of Bonds: Library consents to the School District deducting the following year's debt service payment from the tax money collected by the School District on behalf of the Library each September prior to turning over the collected tax to the Library.
- V. Special Election: Should the Library require a proposition be brought before the voters at a time other than a regularly scheduled Annual District Meeting (May vote), the Library agrees to incur all costs related to the administration of the election and pay back to the District the total cost of said non-regularly scheduled election.
- VI. Insurance: Library is responsible for insuring all of the Premises with adequate and sufficient liability insurance coverage naming School District as an Additional Insured on the General Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) General Aggregate, and two million dollars (\$2,000,000.00) Products and Completed Operations Aggregate.
- VII. Defense and Indemnification:
- a. The Library shall defend, indemnify and save harmless the School District, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of the Library, its officials, employees, volunteers or agents to the extent of its or their responsibility for such claims, damages, losses and expenses. School District shall defend, indemnify and save harmless the Library, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of School District, its officials, employees, volunteers or agents to the extent of its or their responsibility for such claims, damages, losses and expenses.
  - b. For the purpose of waiver of subrogation, the Library and School District (for themselves and their insurers) mutually release and waive unto the other all rights to claim damages, costs or expenses for any injury to property caused by a casualty of any type whatsoever in, on or about the Premises if the amount of such damage, cost or expense has been paid to such damaged party under the terms of any policy of insurance.
- VIII. Default: If either party believes that the other has defaulted in the performance of any of the covenants or conditions on its part to be performed, that party shall give the other party written notice of such default, and provide the other party the opportunity to cure such default within twenty (20) days. In the event of an uncured default, the parties agree to engage in mediation using a mutually-selected mediator before commencing litigation before the Commissioner of Education or other appropriate judicial body with jurisdiction. The costs of mediation shall be split evenly by the Parties, but each Party shall bear its own costs for legal fees associated with a mediation or any litigation.
- IX. Signatures and Effective Date: The signatories for the Parties are duly authorized to bind the Parties to this Memorandum and all terms and conditions contained herein.

This Memorandum is effective when Library delivers to School District a copy signed by all parties. This Memorandum may be executed in more than one counterpart, each of which shall be deemed original, but all of which together shall constitute the same instrument. Electronically transmitted signatures as well as signatures via facsimile shall be deemed original.

IN WITNESS WHEREOF, the Parties, hereunto duly authorized, have duly executed this Memorandum of Understanding as of the date first set forth above.

**BETHLEHEM CENTRAL  
SCHOOL DISTRICT**

**BETHLEHEM PUBLIC  
LIBRARY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## AGREEMENT

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WHEREAS, the Library is a school district public library under the Laws of the State of New York and School District is the public school district which is co-terminus with the Library's district and shares the same taxpayers and residents; and

WHEREAS, portions of the Library's building and grounds located at 451 Delaware Ave., in the Town of Bethlehem, New York (the “Library Premises”) is real property owned by the School District; and

WHEREAS, the day-to-day management of the Library Premises has been entrusted to the Board of Trustees of the Library since it began to operate on the premises; and

WHEREAS, from time-to-time issues relating to the Library's building and finances in connection therewith have required consultation between School District and the Library; and

WHEREAS, the parties hereto wish to develop and implement cooperative and collaborative processes and goals that are advantageous to their mutual taxpayers/residents, it is now therefore agreed as follows:

I. Term: The term of this Agreement shall be thirty (30) years.

I.II. Use of Premises:

- a. Library agrees to use the Library Premises solely for purposes consistent with its operation as a public library.
- b. Library shall be solely responsible for operating the Library Premises, ~~including without limitation, providing security for the Premises.~~
- c. Library further agrees not to violate any law or ordinance, rule, or regulation of any governmental authority with respect to ~~the premises. Library agrees to use good judgment and thoughtfulness for others, consistent with the ethics of the American Library Association and the laws of the State of New York, in the use of the Library Premises-its occupancy of the Library Premises.~~
- d. The School District agrees that occupancy and use of the Premises are the exclusive right of the Library and no other use shall be made by the School District.
- ~~e. In the event the School District offers the Library Premises for sale, it shall first offer the Library Premises for sale to the Library and the Library shall have 180 days from the date of notice to exercise such right of first refusal.~~
- ~~f.e. Any real property consolidated into the Library Premises~~Any real property transferred to the School District from the Library in the future shall be subject to the same terms as this Agreement.
- ~~g.f.~~ The Parties acknowledge that the Library’s Board of Trustees has the sole authority to govern the Library, and confirm that the School District has no responsibility or authority for library events and other operations on the Library Premises.

~~H. — Quiet Enjoyment and Term: School District agrees that if Library complies with all the other terms and conditions of this Agreement, Library may peaceably and quietly have, hold, and enjoy the Library Premises hereunder.~~

III. Additional Obligations:

- a. Library shall not assign or sublease the Library Premises, except rental of space per a duly written agreement or policy. This specific Agreement shall not be assigned ~~or sublet without written consent of the School District.~~
- b. In consideration of its rights as exclusive occupant of the property, the Library shall be responsible for all maintenance, repairs, and upkeep of the Premises, including buildings and grounds.
- c. Library shall be responsible for payment of all utilities for the Premises; failure to pay for cause (such as a dispute) shall not be considered breach of this agreement.
- d. Library agrees to allow School District to enter the Premises at any reasonable hour to inspect the Premises to assess compliance with the terms of this Agreement. School District agrees to give Library adequate advance notice of such entry.

IV. Repayment of Bonds: Library consents to the School District deducting the following year's debt service payment from the tax money collected by the School District on behalf of the Library each September prior to turning over the collected tax to the Library.

V. Special Election: Should the Library require a proposition be brought before the voters at a time other than a regularly scheduled School Annual District election Meeting (May vote), ~~the School District agrees to assist with the election and~~ the Library agrees to incur all costs related to the administration of the election and pay back to the District the total cost of said non-regularly scheduled election.

~~VI. — Insurance:~~

~~a-VI.~~ Library is responsible for insuring all of the Premises with adequate and sufficient liability insurance coverage naming School District as an Additional Insured on the General Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) General Aggregate, and two million dollars (\$2,000,000.00) Products and Completed Operations Aggregate.

VII. Defense and Indemnification:

- a. The Library shall defend, indemnify and save harmless the School District, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of the Library, its officials, employees, volunteers or agents to the extent of its or their responsibility for such claims, damages, losses and expenses. School District shall defend, indemnify and save harmless the Library, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of School District, its officials, employees, volunteers or agents to the extent of its or their responsibility for such claims, damages, losses and expenses.
- b. For the purpose of waiver of subrogation, the Library and School District (for themselves and their insurers) mutually release and waive unto the other all rights to claim damages, costs or expenses for any injury to property caused by a casualty

of any type whatsoever in, on or about the Premises if the amount of such damage, cost or expense has been paid to such damaged party under the terms of any policy of insurance.

VIII. Default: ~~If the School District either party~~ believes that the ~~Library other~~ has defaulted in the performance of any of the covenants or conditions on its part to be performed, ~~School District that party~~ shall give ~~Library the other party~~ written notice of such default, and ~~if in provide the opinion of other party~~ the ~~School District Library does not opportunity to~~ cure such default within twenty (20) days ~~after. In the give event of such notice (or if such an uncured default is of such default is of such nature that it cannot be cured within twenty (20) days, if Library does not commence such cure within, the twenty (20) days period and thereafter proceed with diligence to cure the default), the School District may bring an action in Supreme Court, Albany County, and upon a finding of breach being determined in Supreme Court (or by other means mutually agreed upon by the Parties such as parties agree to engage in mediation), and may terminate this Agreement on not less than twenty (20) days' written notice after such determination, and Library using a mutually-selected mediator before commencing litigation before the Commissioner of Education or other appropriate judicial body with jurisdiction. The costs of mediation shall surrender the Premises to School District. be split evenly by the Parties, but each Party shall bear its own costs for legal fees associated with a mediation or any litigation.~~

IX. Signatures and Effective Date: The signatories for the Parties are duly authorized to bind the Parties to this Memorandum and all terms and conditions contained herein. This Memorandum is effective when Library delivers to School District a copy signed by all parties. This Memorandum may be executed in more than one counterpart, each of which shall be deemed original, but all of which together shall constitute the same instrument. Electronically transmitted signatures as well as signatures via facsimile shall be deemed original.

IN WITNESS WHEREOF, the Parties, hereunto duly authorized, have duly executed this Memorandum of Understanding as of the date first set forth above.

**LESSOR: BETHLEHEM CENTRAL**  
**\_\_\_\_\_ BETHLEHEM PUBLIC**  
**\_\_\_\_\_ SCHOOL DISTRICT**

**LESSEE: \_\_\_\_\_**  
**\_\_\_\_\_ LIBRARY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**BETHLEHEM PUBLIC LIBRARY**

**RESOLUTION ENTERING INTO A MEMORANDUM OF AGREEMENT WITH THE  
BETHLEHEM CENTRAL SCHOOL DISTRICT WITH RESPECT TO THE  
BETHLEHEM PUBLIC LIBRARY PROPERTY**

At a special meeting of the Board of Trustees of the Bethlehem Public Library, located in Bethlehem, Albany County, New York, held, in said Town, on the 22<sup>nd</sup> day of October, 2024, at 7:00 o'clock P.M., Prevailing Time.

The following resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_, to wit;

**WHEREAS**, the Bethlehem Public Library (the “Library”) operates a library building at 451 Delaware Avenue (Route 443), in Bethlehem, Albany County, New York that is designated as Town of Bethlehem tax parcel(s) SBL ##85.15-4-44, 85.15-4-45, 85.15-4-46, 85.15-4-48 (the “Library Premises”); and

**WHEREAS**, the Library is a school district public library under the Laws of the State of New York and the Bethlehem Central School District (the “School District”) is the public school district which is co-terminus with the Library’s district and shares the same taxpayers and residents; and

**WHEREAS**, portions of the Library Premises is real property owned by the School District; and

**WHEREAS**, the day-to-day management of the Library Premises has been entrusted to the Board of Trustees of the Library since it began to operate on the premises; and

**WHEREAS**, from time-to-time issues relating to the Library’s building and finances in connection therewith have required consultation between School District and the Library; and

**WHEREAS**, the parties hereto wish to develop and implement cooperative and collaborative processes and goals that are advantageous to their mutual taxpayers/residents, which have been addressed by the Library and School District in a Memorandum of Agreement (“MOA”) attached hereto as Attachment A.

**NOW, THEREFORE, BE IT RESOLVED**, that, the Library Board of Trustees approves the MOA and authorizes and directs the President of the Board of Trustees to execute the MOA and deliver it to the School District for approval and execution; and

**BE IT FURTHER RESOLVED**, that this resolution shall take effect immediately.



This question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Mark Kissinger, President	VOTING	==
Caroline Brancatella	VOTING	==
Laura DiBetta	VOTING	==
Sarah Patterson	VOTING	==
Gail Sacco	VOTING	==
Lisa Scoons	VOTING	==
Michelle Walsh	VOTING	==

STATE OF NEW YORK            )  
  )  
COUNTY OF ALBANY            )        ss:

I, the Secretary of the Board of Trustees of the Bethlehem Public Library, located in the Town of Bethlehem and County of Albany, New York, DO HEREBY CERTIFY:

That I have compared the annexed copy of the resolution adopted at a special meeting of the Board of Trustees of the Bethlehem Public Library held on October 22, 2024, with the original thereof on file at the Library, and that the same is a true and correct copy of the resolution set forth therein and of the whole of said original insofar as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (i) all members of the Board of Trustees of the Library had due notice of said meeting, (ii) said meeting was in all respects duly held and (iii) pursuant to Article 7 of the Public Officers Law (Open Meeting Law), said meeting was open to the general public, and public notice of the time and place of said meeting was duly given in accordance with such Article.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed, or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my signature this \_\_\_\_ day of October, 2024.

\_\_\_\_\_  
Sarah Patterson  
Secretary

(SEAL)