

LIBRARY LOGO // VERTICAL



LIBRARY LOGO // HORIZONTAL



LIBRARY LOGO // STACKED



LIBRARY LOGO // BUILDING TREATMENT



LIBRARY LOGO // MONO TREATMENT



LIBRARY LOGO // FRIENDS TREATMENT



LIBRARY LOGO // COLORFUL TREATMENT



LIBRARY LOGO // BADGES

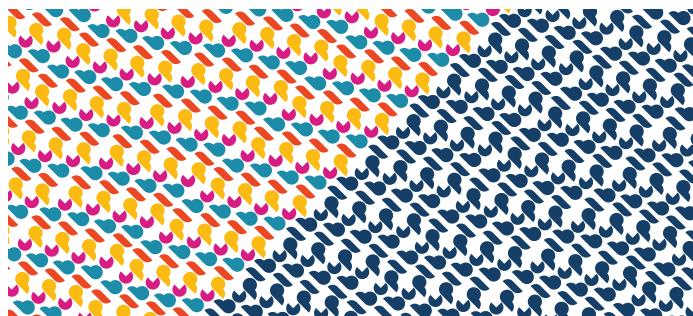


PROJECT DETAILS

PROJECT: Logo Redesign

DESIGNED & PREPARED BY





Memorandum of Tentative Agreement

By and Between

CSEA Broome County Unit 6151-01

And

The Broome County Public Library

1. Art. VIII

**Wages**

2022 – 2.5% increase

2023 – 2.5% increase

2024 2.5% increase

Minimum salaries shall increase by Annual % increase in 2022, 2023 and 2024.

2. Art. XVII

**Insurance**

Employees hired before 1/26/15 will pay 21% of premium for 2022, 2023 and 2024.

Employees hired after 1/26/15 will pay 22% of premium for 2022, 2023 and 2024.

Employees hired after 1/26/15 may elect to enroll in a different insurance plan after three (3) years of service.

3. Art. XII

**Sick Leave**

All employees shall accrue sick leave at one day per month beginning 1/1/22.

4. Art. X

**Vacations**

Effective 1/1/22:

1-5 years .....12 days (currently 10)

5-10 years.....17 days (currently 15)

10-25 years.....20 days (no change)


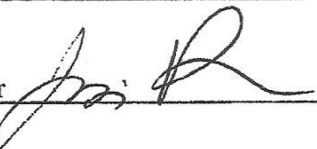
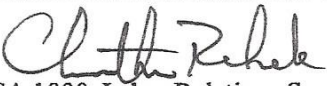
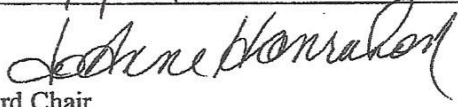
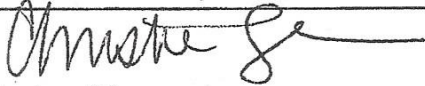
25 or more.....25 days (no change)

5. Art XI

**Holidays**

If a holiday falls on a Saturday when the Library is closed any employee not scheduled to work that day shall receive 7.5 hours of compensatory time or equal pay for the day at their option.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL

For CSEA Unit 6151-01	For Broome County Public Library
 Unit President	 Director
Date: 1/6/2022	Date: 1/4/22
 CSEA 1000, Labor Relations Spec.	 Board Chair
Date: 1/5/22	Date: 1/4/22
	For Broome County
	 Director of Personnel
	Date: 1/5/22

**CA 1581-119-1**

**LEASE AGREEMENT**

**BETWEEN**

**BROOME COUNTY PUBLIC LIBRARY  
(Lessor)**

**and**

**LITERACY VOLUNTEERS OF  
BROOME/TIOGA COUNTIES, INC  
(Lessee)**

## **LEASE AGREEMENT**

Lease Agreement (the “Agreement”) dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Broome County Public Library, with its principal place of business located at 185 Court Street, Binghamton, New York 13901 (hereinafter referred to as “Lessor”), and the Literacy Volunteers of Broome/Tioga County, Inc., with its principal place of business located at 185 Court Street, Binghamton, New York 13901 (hereinafter referred to as “Lessee”).

### **WITNESSETH**

WHEREAS, the premises subject to this lease agreement is real property located at 185 Court Street in the City of Binghamton, Broome County, New York (hereinafter referred to as the “Building”); and

WHEREAS, the Lessor is desirous to lease a portion of the Building to Lessee and Lessee desires to lease a portion of the Building (hereinafter referred to as the “Premises”) and enter into a lease upon the terms and conditions hereinafter set forth:

NOW THEREFORE, for and in consideration of the Premises and the mutual covenants hereinafter contained, the parties hereto do mutually agree as follows:

### **PREMISES**

1. The Lessor hereby leases to the Lessee, the use of Room 203 for the purpose of housing its office, clerical operations, and classroom space (hereinafter “Premises”).

### **TERM**

2. The term of this Lease shall be from January 1, 2022 through December 31, 2022, unless sooner terminated or extended in accordance with the terms hereof.

### **CONSIDERATION**

3. In consideration for the lease of the Premises, the Lessee shall pay to the Lessor Six Hundred Dollars (\$600.00) per month.

### **USE OF THE PREMISES**

4. Lessee shall use and occupy the Premises for activities customarily related to Lessee's business and for no other purposes without the prior written consent of the Lessor, and shall conduct said business in a quiet and orderly manner without interfering in any way with the conduct of business by the Lessor.
5. Lessee shall not place or cause or allow to be placed any sign or signs on any part of the Premises without obtaining prior written consent of the Lessor.
6. Lessee shall have not be provided with or otherwise obtain a key to the Building, and shall have access to the Premises only during Lessor's normal business hours of operation.
7. Lessee shall comply with all applicable federal, state and local laws, rules and regulations governing its use of the Premises.
8. Lessee shall obtain at their own expense all licenses or permits required for performance of this Agreement, if any, prior to the commencement of the Lease.
9. The Broome County Public Library Director and all authorized library and County personnel shall have unlimited and unrestricted access to the Premises.
10. Lessor will provide all basic utilities including heat, water and electricity and access to existing public restroom facilities. Lessee is not providing hard wired telephonic or computer access.
11. Lessor and its Security Personnel shall have the right to set rules, regulations and limitations concerning the use of the Premises which may extend to the conduct of particular clients. Lessor is in no way responsible for the selection, training or actions of the Lessee and its agents.

### **MAINTENANCE**

12. The Lessor shall maintain the Premises so as to comply with state, federal and local statutes, ordinances, codes, regulations or rules, whether in effect as of the date of



commencement of the Lease or becoming effective during the term of this Lease and shall keep the Premises in a reasonably safe condition and shall be responsible for any and all repairs to the Premises including but not limited to, repairs necessitated by the negligence of the Lessee, its employees, representatives or invitees.

### **MODIFICATIONS**

13. The Lessee shall not, without the express written consent of the Lessor, make any additions, modifications, alterations or improvements to the Premises or any part thereof. All such additions, modifications, alterations or improvements made by the Lessee shall become part of the Premises.
14. Should the Lessor provide the required consent for any addition, modification, alteration or improvement to the Premises, the Lessee shall, at Lessee's sole cost and expense, promptly comply with all applicable state, federal and local statutes, ordinances, rules, orders, regulations and requirements.

### **INDEMNIFICATION**

15. Unless caused by negligence of Lessor, its agents or employees, Lessee agrees that Lessee shall defend, indemnify and save harmless Lessor from any and all suits, actions and causes of action of every name and description brought against Lessor for or on account of any injuries or damage received or sustained by any party or parties by or from the negligence of Lessee, its officers, agents, employees, customers or suppliers. Such indemnity and liability shall not be limited by reason of enumeration of any insurance coverage herein provided, and shall include all costs, expenses and liabilities incurred, including attorney's fees, in or in conjunction with each such claim or action or proceeding brought thereon or in any

way connected with Lessee's occupancy of the Premises. Nothing herein shall create or give to third parties any claim or right of action against the Lessor beyond such as may legally exist irrespective of the foregoing paragraph.

16. Unless caused by negligence of Lessee, its agents or employees, Lessor agrees that Lessor shall defend, indemnify and save harmless Lessee from any and all suits, actions and causes of action of every name and description brought against Lessee for or on account of any injuries or damage received or sustained by any party or parties by or from the negligence of Lessor, its officers, agents, employees, customers or suppliers. Such indemnity and liability shall not be limited by reason of enumeration of any insurance coverage herein provided, and shall include all costs, expenses and liabilities incurred, including reasonable attorney's fees, in or in conjunction with each such claim or action or proceeding brought thereon or in any way connected with Lessor's occupancy of the Premises. Nothing herein shall create or give to third parties any claim or right of action against the Lessee beyond such as may legally exist irrespective of the foregoing paragraph.
17. The Lessor makes no representations or warranties, either express or implied, regarding the Premises, except as herein specifically set forth herein.

### **INSURANCE**

18. At all times throughout the term of this Agreement, the Lessee shall, at its sole cost and expense, maintain or cause to be maintained insurance in accordance with the Contract Insurance Specifications attached hereto and incorporated herein as Exhibit "A", and each other form of insurance that the Lessee is required by law to provide. This coverage shall be in effect from and after the occupancy date. Said insurance shall also be for the benefit of Lessor to the extent of the indemnification set forth in paragraph "15" above. Lessee shall name Lessor as an additional insured on said premises and shall provide Lessor with certificates of insurance.

19. All such insurance shall be effected under valid and enforceable policies issued by insurers of recognized responsibility, licensed to do and doing business in the State of New York and reasonably acceptable to Lessor. All policies of insurance required hereof shall provide for at least 30 days prior written notice of restriction, non-renewal, cancellation, or modification thereof to the Lessor and Lessee. Lessee shall provide a Certificate of Insurance on each anniversary date of this Agreement. The policies evidencing the insurance required hereof shall name the Lessor as an additional named insured.

#### **ASSIGNMENT AND SUBLETTING**

20. Lessee, for itself, its successors and assigns, shall not assign, whether by operation of law or otherwise, or pledge or otherwise encumber this lease, or sublet all or any part of the Premises, without the prior written consent of the Lessor.

#### **END OF TERM**

21. Lessee acknowledges that possession of the Premises must be surrendered to Lessor at the expiration or sooner termination of the term of this Agreement in the same condition received by the Lessee, reasonable wear and tear excepted. Lessee agrees to indemnify and save Lessor harmless against all costs, claims, loss or liability resulting from the failure or the unreasonable delay by Lessee in so surrendering the Premises, including, without limitation, any claims made by any succeeding tenant founded on such failure or delay. Nothing herein contained shall be deemed to permit Lessee to retain possession of the Premises after the expiration or sooner termination of the term of this Agreement. The aforesaid provisions of this paragraph shall survive the expiration or sooner termination of the term of this Agreement.

#### **TERMINATION**

22. This Agreement may be terminated by the Lessor for any reason by serving

written notice on the Lessee at least thirty (30) days prior to its termination. All written notices affecting agreement termination must be delivered by certified mail and will be considered effective upon personal delivery to the Lessee, or five (5) calendar days after deposit in a United States Post Office Box with all postage paid.

### **REMEDIES OF LESSOR**

23. If any notice(s) provided for in paragraph 22 above shall have been given and the term shall expire as aforesaid, the Lessee shall be responsible for such reasonable expenses as Lessor may incur for legal expenses, putting the Premises in good order, preparing the same for re-rental, or any other remedy that may be available at law to the Lessor.

### **NOTICES**

24. All notices, requests, demands, and any other communications required hereunder shall be in writing and shall be delivered by certified mail and will be considered effective upon personal delivery, or five (5) calendar days after deposit in a United States Post Office Box with all postage paid. Any of the undersigned may change their address by written notice to the other party as provided above.

### **MISCELLANEOUS**

26. Each party hereto represents and warrants that it has the necessary authority to enter into this lease.
27. This Agreement may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns and in accordance with the terms and conditions of the lease, if applicable.
28. The obligations of this Agreement shall bind and inure to the benefit of the

executors, administrators, successors and permitted assigns of the parties hereto with the same effect as if mentioned in each instance where a party hereto is referred to or named.

29. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understanding or agreements between the parties hereto.
30. This Agreement shall be governed by the laws of the State of New York and any dispute arising hereunder shall be litigated in the Supreme Court, Broome County, New York. The parties agree that they shall not bring an action in any other court for interpretation, enforcement or money damages arising out of or under this agreement.
31. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision hereof.
32. No failure by either party to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy, shall constitute a waiver of any rights or remedies that such party may have.
33. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties to this Agreement.
34. The captions or headings in this Agreement are for convenience only and are not construed as limiting or defining the scope or effect of any provision of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above set forth.

**Broome County Public Library Board of Trustees**  
Lessor

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
JoAnne Hanrahan, President

Literacy Volunteers of Broome/Tioga Counties, Inc.  
Lessee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Kristen Gordon-Pier, Director

<b>Broome County Public Library</b>  <b>POLICY &amp; PROCEDURE</b>  <b>MANUAL</b>	SECTION	Public Services	POLICY #
			3104-0
	EFFECTIVE	January 1, 2022	PAGE 1 of 1
	SOURCE	BCPL Board of Trustees	
	SUPERCEDE	May 5, 2016	

## LIBRARY CHARGES

**Overdues Fees (Four County materials)** – The Broome County Public Library recognizes that overdue fines present an unnecessary barrier to accessing our collections and services and are not based on recovering any cost to the Library. Therefore, we are eliminating all overdue fees on materials owned by any library in the Four County Library System that are checked out at BCPL.

**Overdue Fees (Interlibrary Loans)** – Overdue fees will still be charged on items borrowed from outside of the Four County Library System through interlibrary loans (ILL). This is necessary in order to recover fees that are charged to BCPL by the lending institution. The fee for these materials is 50 cents per day and there is no maximum fee.

**Lost Materials** – BCPL will continue to charge replacement fees for lost materials in order to recover the actual cost to the Library. Replacement fees will not exceed the list price of the lost item plus a \$10 process fee. Lost items can be returned in lieu of payment.

**Damaged Materials** – The fee for returning damaged materials varies based on the extent of repairs needed for recirculation but won't exceed the fee for lost materials.

<b>Lost Card</b>	\$ 1.50
<b>Collection Fees</b>	\$ 10.00
<b>Returned Check Fee</b>	\$ 20.00
<b>Photocopies</b>	\$ .25/copy
<b>Microfilm Prints</b>	\$ .25/copy
<b>Computer Prints</b>	
Black & white	\$ .15/sheet
Color	\$ .50/sheet
<b>Fax</b>	
First page	\$2.00
Additional pages	\$1.00 each
<b>ILL fee</b>	\$ 5.00

Circulation privileges and internet access will be denied to patrons whose outstanding fines and fees exceed \$ 5.00.