

**Broome Country Public Library**  
**Board of Trustees**  
Regular Session Meeting Minutes – 11.08.22

**Members Present:** Jeffrey Boisvert, Katie Bowers, Peter DeWind, Charmian Foster, Sarah Glose, JoAnne Hanrahan, Jill Kissick-Castro, Kate Miller-Corcoran, Emily Wall

**Absent:** Jennifer Embree

**Also Present:** Josias Bartram, Laura Haynes, Sherry Kowalski, Rebecca Stone

**Call to Order:** The meeting was called to order by J. Hanrahan at 5:31pm.

**Public Comments:** None

**Amendments to the Agenda:** None

**Minutes of Last Board Meeting:** Motion to approve minutes made by E. Wall; seconded by K. Bowers. Approved unanimously.

**Appointments and Resignations:** None

**New Business:**

The Envisionware contract was up for its annual renewal. Motion to approve was made by C. Foster, seconded by J. Kissick-Castro. Approved unanimously.

The annual integrated library system contract through 4CLS is up for renewal. Motion to approve the contract was made by J. Kissick-Castro, seconded by E. Wall. Approved unanimously.

The Literacy Volunteers lease is up for renewal. The board believes that at the moment, the current rent is acceptable and reiterated how well the organization fits with the library's mission. Motion to approve the current lease agreement was made by J. Boisvert and seconded by J. Kissick-Castro. Approved unanimously.

2023 Board meetings will be moved back to the second Thursday of every month at 5:30pm.

**Old Business:**

Changes to the Meeting Room Policy to clarify language. Motion to approve the edits made by K. Miller-Corcoran, seconded by J. Kissick-Castro. Approved unanimously.

There was additional discussion regarding the MOU for Emergency Services and still some concern regarding the lack of progress, or even discussion, toward relocation. The term of an additional two years was set in the MOU. Motion to approve this MOU was made by S. Glose and seconded by P. DeWind. All in favor with one abstention (E. Wall.)

The board reviewed the strategic plan and K. Miller-Corcoran spoke to the ongoing work. We will be doing additional surveying of the community for feedback as well as standardizing certain areas of the

plan, such as library promotion and clarifying and updating goals and objectives.

There was discussion regarding the library's financials. The library did a good job of spending to the line for this year, but not going over.

Security cameras have been installed. The library will to clarify our policy regarding use of data and monitoring.

NYLA was attended by four staff member last week. J. Bartram spoke about a study regarding trauma in library workers; either direct or indirect exposure; and being conscious of those things. He would like to present on these topics in the future with the peer support program. All staff bonuses were approved.

**Closing Comments:** None.

A motion to adjourn was made by J. Kissick-Castro and seconded by K. Bowers. It was approved unanimously.

Meeting ended at 6:10pm.

*Respectfully submitted,  
Jeffrey Boisvert*

# Trustee Education Policy

## Purpose

The purpose of the Trustee Education Policy is to comply with [New York State Education Law Section 260-D](#) which requires members of library boards of trustees, beginning January 1, 2023, to complete a minimum of two hours of trustee education annually from a provider approved by the Commissioner of Education that addresses the financial oversight, accountability, fiduciary responsibilities and the general powers and duties of library trustees.

Each member of the Broome County Public Library Board of Trustees (BCPL Board) must demonstrate compliance with this policy by filing evidence with the Board President annually.

## Administration

Trustees are required to complete two hours of continuing education during each year of their term on the BCPL Board.

According to Section 260-D, each Trustee shall demonstrate compliance with the requirements by filing with the President of the Board of Trustees evidence of completion of Trustee Education from an approved provider. Such evidence shall include one of the following:

1. certificates of completion issued by one or more approved providers; or
2. a signed self-assurance of completion (included at the end of this policy).
  - a. Such assurance shall identify the approved trustee education providers, a description of the format and content of the completed instruction activities, the date and time such member began and completed each instruction activity and an explanation of why a certificate of completion was not available from such approved providers.

Evidence of completion shall be submitted to the Board President by December 31 of each year.

Should a Trustee fail to submit evidence of completion by the above date, the Trustee will be suspended from duty until evidence of completion is filed. Should a Trustee in suspension fail to provide evidence of completion within 90 days, they will be assumed to have resigned from the board.

Compliance will be tracked through the Library's Annual Report to the State.

## Approved Providers

At the state level, trustee education providers and activities (topics and formats) are approved by the New York State Library acting on behalf of the Commissioner of Education.

In addition to pre-approving public library systems as trustee education providers, the State Library has delegated authority to public library systems to approve additional trustee education providers and activities (topics and formats) for their member libraries.

**Pre-approved providers:**

- New York State Library/Division of Library Development
- Public Library Systems
- WebJunction
- New York Library Association (including the Library Trustees Section and other Sections/Roundtables)
- Reference and Research Library Resources Councils
- Empire State Library Network (formerly New York 3Rs Association)
- PULISDO (Public Library System Directors Organization)
- ALA (American Library Association) including United for Libraries and other Divisions

**Allowable Formats:**

Trustee education may be delivered online or in person. The format of this education may include any of the following:

- Lectures
- Workshops
- Webinars
- Online courses
- State or national library association conferences

**Costs of Continuing Education**

Modest and reasonable costs incurred by a Trustee in complying with the trustee education requirements may be reimbursed by the Library. All continuing education requesting reimbursement must be pre-approved by the BCPL Board.

**SELF-ASSURANCE of Trustee Education Activity Completion**

Beginning January 1, 2023, each library trustee, elected or appointed, of a board of trustees is required to complete a minimum of two hours of trustee education annually. (Education Law 260-d as added by *Chapter 468 of the Laws of 2021*)

Please use this self-assurance form if a certificate of completion is not available from the approved education activity provider. Please submit this form to the library board president for review and signature. Trustees should retain a copy of the signed form.

I give the following assurance:

I attended the following trustee education activity:

Trustee Name: \_\_\_\_\_

Approved Provider: \_\_\_\_\_

Title of Activity: \_\_\_\_\_

Topic/Content: \_\_\_\_\_

Format (e.g. workshop, webinar, online course): \_\_\_\_\_

Date of Activity: \_\_\_\_\_

Contact Hours: \_\_\_\_\_

\_\_\_\_\_  
**Trustee Signature/Date**

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Addenda (if applicable)



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Customer: Broome County Public Library		<b>Authorization by ProQuest LLC:</b>	
<b>Authorization by Customer:</b>			
Signature: _____	Duly Authorized Signature	Signature: _____	
Name: _____		Name: _____	
Title: _____		Title: _____	
Date Signed: _____		Date Signed: _____	

**Q-00587053**

**Bundle: HNP New York Package**

Product Name	Code	Start Date	End Date
Historical Newspapers: New York Collection 1871-2013 - SUB	HNNYC	12/1/2022	11/30/2023
RNP New York Collection - SUB	RNNYCSUB	12/1/2022	11/30/2023
Bundle Price: \$5,813.00 USD			

**EasyRenew Terms:**

The term will automatically renew at the term stated on the Order Form ("Initial Term"). Either party may elect to cancel this Agreement by providing written notice 30 days prior to the end of the Initial Term. Following the Initial Term on this Order Form, the subscription shall automatically renew for successive one (1) year terms ("Renewal Term") unless either party provides written notice of intent to cancel 30 days prior to the end of the then current Renewal Term. ProQuest reserves the right to increase the Price at the end of the Initial Term or Renewal Term, but in no event shall the Price be increased more than 5% per year.

**Product Notes:**

**Additional Information:**

*Migration from the RNP Press and Sun Bulletin to the Historical Newspapers New York Collection. If you'd still like microfilm delivery it will be invoiced separately at \$500 plus S&H.*

**Billing Information:**

Please review your billing address to ensure its accuracy.

**Broome County Public Library**  
185 Court St Binghamton NY United States 13901-3503

**Shipping Information:**

Please confirm the shipping address is accurate.

**Broome County Public Library**  
185 Court St Binghamton NY United States 13901-3503

Electronic <b>Invoice</b> Recipient(s):	Electronic <b>Renewal</b> Recipient(s):
<i>If your subscribing institution requires the use of Purchase Orders, please indicate below.</i> <b>Purchase Order #</b>  <b>Billing Information Notes</b>	<b>Tax Registration Number #</b> If tax exempt, please include copy of supporting documentation with signed agreement or email a copy to <a href="mailto:taxinformation@proquest.com">taxinformation@proquest.com</a>

*Invoices will be emailed to the bill-to-contact and renewals will be emailed to the ship-to-contact. If your institution is unable to accept electronic invoices, please check this box:*

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<b>IP Authentication:</b>	<b>Barcode Scheme:</b>	<b>Alternative Authentication:</b>	<b>LIBCODE</b>
	Length: Prefix:		
Authentication Instructions:			

<b>Additional Sites:</b>

#### Account Manager Information:

Bradley Gronvall

(734) 997-4084 or 800-521-0600 ext 74084 | [brad.gronvall@proquest.com](mailto:brad.gronvall@proquest.com)

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## Exhibit A: Permitted Uses

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## NEW YORK

Scene at the Times Square



# Get the Scoop on Local and State History

## Thirty-Three State Collections Now Available from ProQuest Historical Newspapers

### ProQuest Historical Newspapers: U.S. State Collections – Travel Digitally Through History

You'll get access to over 120 image-based digitized newspapers, with coverage beginning as far back as 1785. Patrons can browse each edition as it was printed – including articles, photos, advertisements, obituaries, editorial cartoons and so much more. The State Collections are also cross-searchable with other ProQuest content.

**72%** of researchers use news – making newspapers a critical resource for libraries to offer.

– Understanding the Evolving Information Needs of Researchers, ProQuest, 2017

Explore small-town reactions to global events. Access centuries of birth, death and marriage records.

Dig into the local and state news that's critical for research, history and genealogy – much of it never reported in the national and international dailies.

**ProQuest Historical Newspapers: U.S. State Collections** now includes thirty-three new State Collections,\* each featuring some of the most important titles covering a specific state in the United States. Access these State Collections, many with titles going back over a hundred years, and give your users insight into everything from local government decisions to historic moments that may not have been reported anywhere else.

\*ProQuest will continue to load titles into the State Collections until they are complete in early 2023.



To talk to the sales department, contact us at **1-800-779-0137** or **sales@proquest.com**.





## New York

The State Collection newspapers reveal a range of perspectives demonstrating the specific ways communities are impacted by national and global events, and cover local issues, people, events, and industries not found elsewhere. Explore New York's explosive history through state newspapers like the *Binghamton Press*, *Daily News*, *Democrat and Chronicle*, and others. These state newspapers cover topics, such as, state politics and legislation, school board meetings, local businesses, zoning board meetings, and historical events like the 1913 Binghamton Factory Fire, the September 11th terrorist attack on the World Trade Center, the Rochester Race Riot, and more.

*Note: Newspaper titles, including the ones listed here, undergo name changes throughout the years.*

TITLE	TOTAL YEARS OF COVERAGE
Democrat & Chronicle (Rochester) +	1871–Present
Ithaca Journal	1914–Present
The Journal News (West Nyack, White Plains)	1889–Present
The Journal News (White Plains)	2010–Present
New York Daily News +	1920–Present
Poughkeepsie Journal	1785–Present
Press & Sun-Bulletin (Binghamton) +	1904–Present
Star-Gazette (Elmira)	1891–Present

† These titles are also available for Perpetual Archive License purchase.

*Note: There are known gaps in some titles which ProQuest will make an effort to fill.*



### 1913 Binghamton Factory Fire (Jul 24, 1913):

The Binghamton Factory caught fire on July 22nd, 1913, and resulted in 31 deaths. The fire was so intense that the building was destroyed in less than 20 minutes. The event led to conversations about fire and factory safety and brought about reforms in the fire code.



### 1964 Rochester Race Riot (Jul 28, 1964):

On July 24, 1964, police attempted to arrest a 19-year-old African American man at a street block party. After watching the police exert excessive force, bystanders started throwing bottles and bricks. The event escalated with police calling for backup and police dogs, and using riot weapons on the crowd. The Governor declared a state of emergency the following morning and eventually called in the National Guard.



**Mark Twain (Jul 19, 1967):** Although Mark Twain grew up in Missouri, he spent much of his adult life in Elmira, New York, where his wife's sister lived. During his life, the paper made note of his activities and would frequently report on him.



### Stambovsky v. Ackley (Mar 16, 1990):

*Stambovsky v. Ackley*, sometimes referred to as the *Ghostbusters* ruling, is a case that went to the New York Supreme Court that ruled that a house, which the owner had previously advertised to the public as haunted by ghosts, was legally haunted, and that the owner was required to disclose that to prospective buyers. The house in question belonged to Nyack resident Helen Ackley. Because of the uniqueness of the ruling, the case is frequently taught in U.S. law classes and printed in books on contracts and property law.



### September 11th, 2001 Terrorist Attack

**(Sep 12, 2001):** On September 11th, 2001, the militant group al-Qaeda attacked the twin towers of the World Trade Center after having hijacked commercial airplanes. The attack resulted in 2,977 fatalities, over 25,000 injuries, and at least \$10 billion in infrastructure and property damage. It is the deadliest terrorist attack in human history.



### Ithaca Gun Company Cleanup (Feb 4, 2003):

The Ithaca Gun Company, established in 1880, tested their shotguns behind the plant for decades, where the bullets would fall into Fall Creek Gorge. Lead eventually accumulated in the soil as a result. A major clean-up effort was established in 2002.

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1-800-779-0137 or [sales@proquest.com](mailto:sales@proquest.com).



# Proposal

## RUG FAIR COMMERCIAL & INDUSTRIAL CO,INC

### A DIVISION OF ENDWELL RUG COMPANY

**3646 GEORGE F. HIGHWAY, ENDWELL , NY 13760**

**Ph: (607)748-7366**

**Fx (607) 748-1111**

Proposal Submitted to:	Phone:	Date:
Broome County Public Library	607-343-0899	22-Dec-22
Street:	Fax:	
185 Court St		
City State and Zip Code:	Job Name:	
Binghamton, NY 13901	Attic Stock Carpet	
Contact Person:	Job Location:	
	Same	
We hereby submit specifications and estimates for:		
<b>MATERIAL ONLY</b>	<b>OGS Contract # PC69408</b>	
1) Interface Entropy 7232 Baltic - 20 Cartons/ or 119.60 yds @\$ 37.42 yd	\$ 4,475.43	
2) Interface Viva Colores 101124 Amarillo - 1 Carton / or 5.98 yds @ \$37.52	\$ 224.37	
3) Interface Viva Colores 10143 Ceruleo- 1 Carton/ or 5.98 yds @ \$37.52 yd	\$ 224.37	
4) Interface Viva Colores 101160 Rojo - 1 Carton/ or 5.98 yds @\$ 37.52 yd	\$ 224.37	
5) Interface Viva Colores 101164 Naranja - 1 Carton/ or 5.98 yds @ \$37.52 yd	\$ 224.37	
6) Interface Viva Colores 101139 Turquesa -1 Carton/ or 5.98 yds @\$37.52 yd	\$ 224.37	
7) Interface Viva Colores 101149 Morado -1 Carton/ or 5.98 yds @ \$37.52 yd	\$ 224.37	
8) Interface Viva Colores 101152 Violeta - 1 Carton/ or 5.98 yds @ \$37.52 yd	\$ 224.37	
9) Interface Viva Colores 101156 Rosado - 1 Carton/ or 5.98 yds @ \$37.52 yd	\$ 224.37	
10)Interface Viva Colores 101142 Laguna -1 Carton/ or 5.98 yds @ \$37.52 yd	\$ 224.37	
11)Shipping/ Freight - 29 Cartons/ or 173.42 yds @ \$3.25 yd	\$ 563.62	
12)Deliver To Broome County Public Library	\$ 125.00	
	Total:	\$ 7,183.38 T/E
<b>* Prices Are Valid For 7 Business Days*</b>		
<b>* Our Prices Do Not Include Any Rh/or Moisture Testing*</b>		
<b>If bid is accepted please sign and return to Fax # (607) 748-7283</b>		
Commercial Sales Manager		
DJ Lane		
We propose hereby to furnish material and labor - complete in accordance with above specifications , for the sum of:		
See above	dollars	
Payment to be made as follows:		
Net - 30 days		
<p>All material guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration/deviation from the specifications involving extra cost will be executed only upon written orders, and will be an extra charge over &amp; above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.</p>		<p>Authorized Signature</p> <p>Note: this proposal may be withdrawn by us if not accepted within _____ days.</p>
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.		Signature: _____
Date of Acceptance: _____		Signature: _____

## BROOME COUNTY MEMORANDUM

TO: DEPARTMENTAL PERSONNEL PER DISTRIBUTION

FROM: ANN MARIE SUER, PETER ROSEBOOM;  
LAW DEPARTMENT

DATE: 3/28, 2016

RE: CA 1581-119 TERM: 1/1/16 - 12/31/18

Enclosed please find a fully executed copy of the above-captioned agreement for your files. Appropriate vouchers, together with required backup information, in reference to said agreement may now be submitted to Audit & Control to begin processing for payment.

This contract was approved by:

Purchasing on \_\_\_\_\_

BAC on \_\_\_\_\_

Res. No. \_\_\_\_\_ on \_\_\_\_\_

Enc.

CC: AUDIT & CONTROL

DISTRIBUTION:

Library

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CA 1581-119**

**LEASE AGREEMENT**

**BETWEEN**

**BROOME COUNTY PUBLIC LIBRARY  
(Lessor)**

**and**

**FRIENDS OF THE BROOME COUNTY PUBLIC  
LIBRARY  
(Lessee)**

## **LEASE AGREEMENT**

Lease Agreement (the "Agreement") dated this 3rd day of March, 2016, 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 Friends of the Broome County Public Library, 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:

1. The lessor hereby leases to the Lessee, a Premises of approximately 296 square feet, consisting of the southeast storage area located off the main lobby adjacent to the public lounge on the first floor of the Building.

### **TERM**

2. The term of this Lease shall be for a period of two years, unless sooner terminated or extended in accordance with the terms hereof, commencing on the occupancy date defined as January 1, 2016 and shall terminate at close of business on December 31, 2018.

### **CONSIDERATION**

3. In consideration for the lease of the Premises, the Lessee shall provide financial support to the Lessor for Broome County Public Library programs and services.

### **USE OF THE PREMISES AND UTILITIES**

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 shall provide, at its own expense, all utilities associated with the Premises.

### **REPAIRS AND MAINTENANCE**

11. The Lessor shall be responsible for cleaning and maintenance of the Premises and 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.
12. The Lessee 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 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 "14" 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 21 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.

### **QUIET ENJOYMENT**

25. Lessee may peaceably and quietly, have, hold and enjoy the demised premises provided that Lessee is in compliance with all of the terms, covenants and conditions set for the in this Agreement.

### **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: Jesse Katen  
Jesse Katen, President

**Friends of the Broome County Public Library**  
Lessee

BY: Debra J. Catron  
Debra Catron, President

## **Risk Management & Insurance Specifications**

<b>Project Description or Contract Number</b>	Leasing space in front of building for a Gift Shop. CA 1581-119
<b>Date Issued</b>	February 3, 2016
<b>Vendor name ("Contractor")</b>	Friends of the Broome County Public Library
<b>County Department</b>	Library

**Please read these specifications very carefully.** These specifications are part of your contract with Broome County. It is advisable that you forward a copy of these specifications to your insurance agent. Broome County's waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

### **Part I. General Provisions**

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Broome County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be "occurrence basis".
5. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
6. All insurance certificates must be approved by the Office of Risk & Insurance Management. See section II for specific requirements regarding insurance proof.
7. The County reserves its right to request certified copies of any policy or endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-VII" or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Broome County may exercise any rights it has in law or equity, including but not limited to the following:
  - (a) immediate termination of the contract;
  - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
  - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Broome County shall be repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.

## Part II. Required Insurance – Minimum coverage types and amounts

1.

Coverage Type	Minimum Limits
<b><u>Commercial General Liability (CGL) including:</u></b> <ul style="list-style-type: none"> <li>➤ Products &amp; completed operations shall not be excluded.</li> <li>➤ Broome County shall be named additional insured. The additional insured endorsement for the insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations.</li> <li>➤ <b><u>Proof of additional insured coverage shall be evidenced through a carrier issued endorsement. (ISO CG 20 10 11 85 or equivalent)</u></b></li> </ul>	<b>\$500,000-\$1,000,000</b> Per occurrence / minimum annual aggregate limit
<b><u>Automobile Liability (Comprehensive Form)</u></b> Must cover owned, non-owned, and hired vehicles	<b>\$1,000,000</b> Combined Single Limit
<b><u>Workers' Compensation and Employer's Liability -- SEE #3</u></b> <input type="checkbox"/> If you have no employees (sole proprietor) you may provide an affidavit of exemption. (CE-200) if the box to the left is checked.	Statutory amount / \$100,000
<b><u>Disability Insurance -- SEE #4</u></b> <input type="checkbox"/> If you have no employees (sole proprietor) you may provide an affidavit of exemption. (CE-200) if the box to the left is checked.	Statutory limits

2. The certificate face shall:

- indicate coverage(s) (other than Workers' Compensation & Disability) & minimum amounts required in part II.1
- provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless **thirty (30) days** prior written notice has been given to the County Office of Risk & Insurance Management.
- Disclose all policy exclusions
- Disclose the amount of self-insured retention or deductibles.
- Show Products & completed operation

3. **Proof of Workers' Compensation Coverage must be provided on WCB form C-105.2 or U-26.3**

4. **Proof of NYS Disability Coverage must be provided on WCB form DB-120.1 OR DB-820/829 OR DB-155**

5. The Additional Insured & Certificate Holder should read:

**County Of Broome**

**Attn:** Office of Risk & Insurance Management

PO Box 1766

Binghamton, NY 13902-1766

### **Part III     Defense and Indemnification**

**The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.**

The Contractor agrees to indemnify and hold the County of Broome and any officer, employee and/or agent thereof free and harmless from any and all losse(s), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents or and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid,.

### **Part IV     Safety**

Broome County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Broome County in no way obligates Broome County to inspect the safety practices of the Contractor.

If Broome County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Broome County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Broome County's legal obligation to continuously provide contractor's service to the public or Broome County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Broome County shall have the right to immediately terminate this contract. In the event that Broome County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Broome County in re-bidding the work and /or by the increase in cost that results from using a difference vendor.

BROOME COUNTY PUBLIC LIBRARY  <b>POLICY &amp; PROCEDURE</b>  <b>MANUAL</b>	SECTION	PERSONNEL	POLICY # <b>1005-0</b>
	EFFECTIVE	January 1, 2023	PAGE 1 OF 1
	SOURCE	ADMIN RULES / CSEA CONTRACT	
	SUPERCEDES	January 2022	

## 2023 HOLIDAY CLOSING DATES

### CSEA

January 1, 2023	Sunday	New Year's Day
February 20, 2023	Monday	Presidents' Day
May 29, 2023	Monday	Memorial Day
June 19, 2023	Monday	Juneteenth
July 4, 2023	Tuesday	Independence Day
September 4, 2023	Monday	Labor Day
November 11, 2023	Saturday	Veterans Day
November 23, 2023	Thursday	Thanksgiving Day
November 24, 2023	Friday	Day after Thanksgiving
December 25, 2023	Monday	Christmas Holiday
December 26, 2023	Tuesday	Day After Christmas

### ADMINISTRATION

Martin Luther King, Lincoln's Birthday, Washington's Birthday, Columbus Day, Election Day are Floating Holidays for administration.

The library will close at 5:00pm on November 22<sup>nd</sup>. All full-time staff are expected to work 7.5 hours on the day or use vacation, comp, or floating time.

The library will close at 1:00pm on December 23<sup>rd</sup>. All full-time staff are expected to work 4.5 hours on the day or use vacation, comp, or floating time. Staff not scheduled to work that day will not accrue 3 hours.

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

The library will be closed to the public on Monday June 26, 2023 and Monday October 10, 2023 (Columbus Day/Indigenous Peoples' Day) for staff training. All staff are expected to report to work at 8:30am and will be paid for a full-day, 7.5 hours, of work, including part-time staff.

The library will be closed to the public at 1:00pm on Friday December 15<sup>th</sup> for a staff holiday party. To receive pay for a full day, staff will be expected to stay for the full holiday party or use vacation, comp, or floating time.

<b>BROOME COUNTY PUBLIC LIBRARY</b>  <b>POLICY &amp; PROCEDURE</b>  <b>MANUAL</b>	SECTION	Trustees/County City	POLICY # <b>0100-0</b>	
	EFFECTIVE	Jan 1, 2023	PAGE	1 OF 1
	SOURCE	BCPL Board of Trustees		
	SUPERCEDES	2022 Scheduled Meeting Dates		

## BROOME COUNTY PUBLIC LIBRARY

### BOARD OF TRUSTEES

### 2023 SCHEDULE OF MEETINGS

JANUARY 12, 2023

FEBRUARY 9, 2023

MARCH 9, 2023

APRIL 13, 2023

MAY 11, 2023

JUNE 8, 2023

JULY 13, 2023

AUGUST 10, 2023

SEPTEMBER 14, 2023

OCTOBER 12, 2023

NOVEMBER 9, 2023

DECEMBER 14, 2023

Unless otherwise notified, all meetings will be held the second Thursday of each month at 5:30 p.m.in the Ahearn Room. All meetings are open to the public and board packets and minutes are posted to the BCPL website.