

DRAFT-YOUNGSTOWN FREE LIBRARY Board of Trustees MINUTES

Date: July 22, 2019 Time: 7:00 pm

Present: Rita Rolfe, Mary Wieland, Karran Swayze, Barbara Costello, Kevin Cassick, , Maggie Steyn, Lauren Morse, Paul Inskeep, Sonora Miller

Excused with permission: Jerome Andres, Claudia Andres, Sean Scarisbrick

Call to Order: By Rita Rolfe at 7:16 pm

Comments from the public: None

Minutes: The minutes of June 24, 2019 with no corrections or additions, as written, were filed.

Director's Report:

- There was no written report.
- Sonora has applied to the National Network of Libraries for membership in their book club. We have multiple copies of the book club selection She Has Her Mother's Genes.
- The summer reading program readers have amassed 21,000 minutes to date.

Correspondence: Thank you notes were sent to Maven and Modern Disposal for the wonderful job they did on the electronic recycling and the paper shredding event.

Friends of the Library:

- No meeting this month.
Lauren did report on the summer fundraisers:
 - the shoe collection is only 1/3 of the way to our goal
 - the garage sale needs workers for the Saturday sale. Advertising is out
 - the Chicken BBQ—still working on date and timing. Maybe in September on a Sunday-people could stay and watch football
 - Tire collection is set for September 28th with the Town of Porter. Charge is \$300 (maybe the Friends) They can only take 500 tires, no rims and no commercial tires. Ask for \$5.00 donation per tire.
 - Should we consider a frig and air conditioner collection later in the year. Nick Morse is licensed to remove the Freon and maybe Modern would take the items.

Committee Reports:

- **Personnell--** No report. But Rita thinks enough work has been done by Heather for the committee to review and make some recommendations for a fall meeting. Lauren Morse and Sean Scarisbrick are Co-chairs. The rest of the committee consists of Maggie Steyn., Paul Inskeep, Karran Swayze. The materials are in the Dropbox and everyone should take the time to read what's there. Melissa Casert, who is with the Niagara County Youth Summer Program, will work on putting the 3 documents in some semblance of order.
- **President Nominating Committee** –Self-nominating candidates to Rita Rolfe or Barb Costello by July 8, 2019 for vote on Monday, July 22, 2019.
- **Space-**The meeting was held. Rita, Sonora, Paul, Tim, and Raleigh were present on July 2, 2019 at 7pm in the Community Room. Still not in agreement about insurance coverage and groups that use the Community Room especially when granted use by the Village. And again no 10-year time for the contract. It did state that if the Library is given a grant the village would amend the contract to show the 10 year use.

A motion was made by Kevin Cassick and seconded by Lauren Morse to recommend the contract to the village. Our lawyer will write a letter indicating that our insurance covers us. Motion passed.

A motion was made by Paul Inskip and seconded by Barb Costello to go ahead with the purchase of 4 air conditioning units from Steve's Heating and Cooling for a total sum of \$19,800 to be paid from our long term fund. A grant from NY State Library Construction will reimburse us 75% of the purchase price payable in 2020. The motion passed.

A motion was made by Rita Rolfe and seconded by Paul Inskip to apply for the grant from the NY State Library Building Construction for \$19,800 for the 4 air conditioning units. And that Paul Inskip will be project manager and will be able to sign for the application and the work. The motion passed.

Paul Inskip will need a letter that we have the funds to cover the amount of the grant as part of the application. The letter was written and included with this report.

Rita thanked Paul for his persistence in following through with this matter.

Scholarship Committee

- A reception for our Scholarship winner Melissa Caserto and her family was held in the Community Room prior to this meeting. Bill Siddall represented the Friends and presented Melissa with their check for \$750. Karran Swayze presented the Board of Trustees' check for \$750 to Melissa.

Sustainability Committee

- At the June 24th meeting discussion was held regarding the benefits of establishing a Foundation
 - gives weight when asking for \$\$\$\$
 - may be able to make more \$\$
 - has long term implications for leaving \$\$ from a will and for future work

A motion was made by Maggie Steyn and seconded by Lauren Morse to actively pursue the establishment of a Foundation for our long-term planning.

The motion passed.

Old Business:

New Business:

Barb Costello placed in nomination Sean Scarisbrick for President of the Board of Trustees. The motion was seconded by Maggie Steyn. There were no other nominations. The secretary was directed to cast one vote for the nominee. The term will be effective August 10, 2019.

Rita will be putting folders into the Dropbox as she works on them. And noted that she will still be around Youngstown and the Library. Meeting adjourned at 8:07 pm.

Respectively submitted: Karran Swayze, Recording Secretary
Board of Trustees 2019, Youngstown Free Library

Village of Youngstown

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YOUNGSTOWN, NEW YORK 14174-0168



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AGREEMENT between the VILLAGE OF YOUNGSTOWN and the YOUNGSTOWN FREE LIBRARY

THIS AGREEMENT (made retroactive to) this 1st day of July, 2019 by and between the VILLAGE OF YOUNGSTOWN, a municipal corporation organized and existing under the Laws of the State of New York, located in Niagara County, New York, hereinafter referred to as the VILLAGE and the YOUNGSTOWN FREE LIBRARY, organized and existing under the laws of the State of New York and located in the Village of Youngstown, New York, hereinafter referred to as the LIBRARY.

WITNESSETH:

WHEREAS, certain portion of the Village Center are temporarily deemed surplus space unneeded for VILLAGE purposes, but may be required for VILLAGE purposes in the future, and

WHEREAS, the LIBRARY performs a vital and needed community service and requires space for its continued operations;

NOW, THEREFORE, it is mutually agreed as follows:

The VILLAGE agrees to grant to the LIBRARY the following:

- a. **Space:** The use of space on the first floor of the Village Center as currently occupied by the Library (on the first floor) on the date of the signing of this contract.
- b. **Shared Use:** The second floor room commonly known as the "Community Room" with the understanding that The LIBRARY acknowledges that the second floor room is very valuable, not only to the LIBRARY, but to other organizations within the VILLAGE. The LIBRARY acknowledges that it will allow other local organizations to use this room at times to be agreed upon by the LIBRARY and other organizations.

The LIBRARY shall provide to the VILLAGE a copy of the schedule of use by both the LIBRARY, as well as other organizations on a monthly basis and as updated within the month.

As the LIBRARY is open outside of the hours of the Village Clerk's Office, the LIBRARY agrees to the Building Use Policy as made into resolution on December 16, 2016. During its hours of operation when the Village Clerk's office is closed the LIBRARY agrees to provide access to outside organizations as outlined in the Building Use Policy as scheduled on a calendar provided from the VILLAGE on a monthly basis and as updated within the month.

- c. **Storage:** The LIBRARY will have access to following areas for storage:
- i. The former restroom/annex off the "Community Room."
 - ii. The shelving on the west wall of the basement maintenance area.
 - iii. The VILLAGE agrees that the LIBRARY may have the use of space elsewhere in the building for storage as long as such space is not needed for other purposes and is mutually agreed upon by all parties involved.

d. **Repairs / Maintenance / Utilities / Security / Cleaning:**

The VILLAGE will be responsible for the following at no cost to the LIBRARY:

- i. All necessary repairs to the outside of the building, all common areas and Village Office space.
- ii. The maintenance of the heating and plumbing systems for the building.
- iii. The maintenance of the building elevator.
- iv. Heat, water and electricity.
- v. A monitored building fire / security system.
- vi. Basic cleaning services in the common areas as included in the building cleaning contract for the VILLAGE.

The LIBRARY will be responsible for the following:

- vii. Maintaining the Air Conditioning system as installed within the LIBRARY at no cost to the VILLAGE .
- viii. The LIBRARY agrees that to conserve energy and minimize utility costs, the door will remain closed when the heat or air conditioning is in use.
- ix. The LIBRARY agrees to do all alterations and repairs to the space it will occupy upon approval of the VILLAGE to make any such

alterations/repairs. Any and all approved alterations to the LIBRARY will be at the expense of the LIBRARY.

- x. The LIBRARY agrees to consult with and obtain consent from the VILLAGE before undertaking structural alterations or changes to the areas in which the LIBRARY occupies.
- xi. The LIBRARY will maintain the security system video feed and provide live feed to the VILLAGE at no cost.

e. Insurance:

- i. The LIBRARY agrees to carry a Commercial General Liability Insurance policy with a minimum amount of one million dollars (\$1,000,000.00) with the certificate holder named as the VILLAGE. A current copy of such policy will be provided to the Village Clerk's Office and updated as the policy renews. Said insurance shall be extended to cover any organization permitted by the LIBRARY to use any space occupied by the LIBRARY. In addition any organization to which the LIBRARY permits use of space which has insurance shall be required to also provide said insurance pursuant to the VILLAGE policy.
- ii. Any insurance on books and furnishings of the LIBRARY will be provided by the LIBRARY.

f. Payment:

- i. In consideration thereof, the LIBRARY agrees to pay the VILLAGE the annual rental of One Dollar (\$1.00).

g. Term:

- i. This Agreement shall be valid for three (3) years from the date hereof. If during the term the LIBRARY applies for and receives any capital grant for its space (not including shared use space) which requires a longer term, this contract shall be extended to include the term as required by said grant.
- ii. The agreement may be renewable for a period of one (1) year. Exercise of renewal shall be in writing 60 days prior to the end of the term.
- iii. Either party can terminate the signed agreement for cause, at any time, with a 60-day written notification.

Should this Agreement be held in violation of any law of the State of New York, then such Agreement shall become null and void and renegotiated in such manner as is necessary to comply with any such laws or law it may violate.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be affixed hereto upon the day and year first above written.

VILLAGE OF YOUNGSTOWN

Mayor Raleigh B. Reynolds Date

YOUNGSTOWN FREE LIBRARY

President Rita Rolfe Date

Motion for YFL Trustees' meeting of July 22, 2019

Motion to: "Purchase (4) A/C units from Steve's Heating and Cooling for a total expenditure of \$19,800. Said purchase to be funded from the Libraries Long term planning fund and will be paid back at 75% of the cost when the NYS grant is awarded."

Motion by: Paul Inskeep

Second: *BARB*



Youngstown Free Library

240 Lockport St. Youngstown, NY 14174

(716) 745-3555

www.youngstownfreelibrary.org

July 23rd, 2019

New York State Library
Division of Library Development
Room 10841 Cultural Education Center
Albany, NY 12230

This letter is to verify that the Youngstown Free Library has sufficient funds in its Long-Term Planning Account to complete the proposed HVAC improvement project for the library.

Financial Account statements can be provided if necessary.

Please feel free to contact me if you have any questions.

Sincerely,

Maggie Steyn,
Treasurer,
Board of Trustees,
Youngstown Free Library