

BCPL Board Meeting – 08/08/2024

Call to Order: K. Miller-Corcoran called the meeting to order at 5:30pm

Attendees: Al Buyck, JoAnne Hanrahan, Charm Foster, Jeffri Boisvert, Kate Miller-Corcoran, Jillian Sandy, Sarah Glose, Sherry Kowalski, Kelly Sullivan, Kathleen Shores, Josias Bartram, Amanda Lewis, Marissa Knapp

Amendments to the Agenda: DEI Plan Added

Public Comments: None

Minutes: Motion to approve the July Minutes made by A. Buyck, seconded by J. Sandy. Unanimously approved.

Appointments: Motion to approve Cher Armstrong as Librarian I made by J. Hanrahan, seconded by C. Foster. Unanimously approved. Motion to approve Ezhara Morpho as Library Clerk made by J. Hanrahan, seconded by A. Buyck. Unanimously approved.

Resignations: Motion to approve the resignation of Board Member Jill Kissick-Castro made by A. Buyck, seconded by J. Hanrahan. Unanimously approved.

New Business

DEI Plan: The new DEI plan was discussed. S. Glose mentioned that more inter-committee dialogue would increase efficacy. Motion to approve the plan made by A. Buyck, seconded by J. Sandy. Unanimously approved.

Grants/Project: J. Bartram spoke about the outstanding construction projects and the grants funding them. The library received a grant from the Hoyt foundation for redesign of the Reading Garden. He is also meeting with the Klee foundation.

Friends of the Library: J. Hanrahan spoke about the Friends' support and the money raised by the organization which has funded numerous projects. The Friends also support the staff development days. The MOU for the Friends is in the draft phase.

Committees: A proposal was put forth to open the Board subcommittees to community members. The Board hopes that this will provide additional support as well as offer a chance for members of the community to experience what board work is like. Motion made to approve the proposal by A. Buyck, seconded by J. Boisvert. Unanimously approved. Motion to approve Emily Pape as the first community member to join a committee (DEI) made by C. Foster, seconded by A. Buyck. Unanimously approved. Motion to approve committee chairs and membership made by S. Glose, seconded by J. Sandy. Unanimously approved.

Old Business

Harm Reduction Vending Machine: M. Knapp spoke about the county initiative for harm reduction and its wide-reaching impacts. A. Lewis spoke about the importance of such initiatives for the community as well as peer support programs.

2025 Budget Proposal: J. Bartram spoke about the projected budget. At this stage, it looks promising and reception to our needs has been positive.

Board Manual/Documents: There was discussion regarding long overdue updates to the board manual and our hosting of it digitally.

Borrower Registration Policy: Motion was made to approve the new borrower registration policy by A. Buyck, seconded by J. Sandy. Unanimously approved.

Policy Review: Various outdated/informationally incorrect policies were put forth for repeal. Motion was made to repeal said policies by S. Glose, seconded by C. Foster. Unanimously approved.

Motion to end the meeting was made at 7:19pm by A. Buyck, seconded by J. Sandy. Unanimously approved.

Meeting ended at 7:19pm.

Four County Library System – Service Agreement

To: Four County Library System

From: Board of Trustees – Broome County Public Library

Date: 8/27/2024

RE: EnvisionWare software program

We, the Board of Trustees of the Broome County Public Library agree to participate in the EnvisionWare program for library PC management including printing from PCs and mobile devices, as provided by the Four County Library System under the following terms and conditions:

- The program's length is one year (1/1/2025 to 12/31/2025), the cost is \$2,225 per year.
- The pricing includes the following:
 - o Basic software for (Hosted on Management Console at BCPL)
 - PC Management for up to 70 public PC's/workstations
 - Print Management – from PC's and from mobile devices
 - Mobile Print – web pages for mobile printing submissions
 - o Terms and conditions as stated in the Envisionware End User License Agreement
 - o Hosting of software by 4CLS, which will include administration of central site software
- Approved filtering software and policy files by 4CLS and supported by Envisionware compliant with CIPA regulations is included with this program at no additional charge
- Administration of local settings will be the responsibility of the local library
- This agreement does **not** cover the self-checkout kiosk
- The annual cost for the library is payable in full within 60 days of invoice
- The attached insurance requirements are incorporated herein

Library responsibility: We agree that our library will be responsible for providing suitable local PCs to accommodate software in our library in order to make the software, including possible future upgrades, function properly.

Disclaimer: The Four County Library System, its Board, officers or staff will not be responsible for any damage or disruption of service caused by the installation or routine operation of this software.

President – BCPL
Board of Trustees

(date)

President – 4CLS
Board of Trustees

(date)



AGREEMENT TO PURCHASE MATERIALS

The Four County Library System (4CLS) operates an Integrated Library System (ILS) for public libraries in the region, of which the Broome County Public Library (BCPL) is a member. As a participant in the 4CLS ILS, BCPL is eligible to purchase books and other materials through 4CLS, with 4CLS ordering the materials for the lowest available price.

As a service to all member libraries, 4CLS consolidates its member's material purchases to achieve purchasing efficiencies. 4CLS receives the materials and original invoices directly from the vendor. 4CLS then processes the materials (cataloging, pockets, spine labels, etc), making them shelf-ready for each library. 4CLS pays these vendor invoices and "rebills" each member library for the items.

By this agreement, 4CLS agrees that it will purchase books and materials on behalf of BCPL. Appropriate vendor discounts, which will vary by item purchased, along with handling and processing fees will be applied for the items processed. Items will be processed by 4CLS to render them shelf ready for use by the BCPL including tasks associated with cataloging, applying pockets, the provision of spine labels and the like as required for BCPL's use of the item. Spine labels and catalog entries will reflect the BCPL's formatting and call number preferences which shall be provided to 4CLS by BCPL.

The 4CLS charge for cataloging & processing materials during this contract period will be **as follows:**

- **\$.50** per item for each non-AV item processed by 4cls
- There will be no processing fee for AV materials
- A **\$.25** per item cataloging fee will be applied to each item added to the 4CLS catalog, with the following exclusions:
 - Magazines
 - Preview Books
 - Out of system ILL's
 - Circuit Items

4CLS will continue to work with BCPL on the direct ordering program. The cataloging fee will be applied to direct ordered materials. The processing fee will only be applied to materials sent to 4CLS for processing. Processing fees will be billed monthly. The cataloging fee will be billed quarterly.

In accordance with BCPL's Automation Agreement, the Four County Library System agrees to make its best efforts to timely process and deliver items from the date of 4CLS' receipt of an item in accordance with the following schedule: One week for Popular Materials (Current or recent New York Times bestseller and/or Publisher's Weekly bestseller books and audiovisual); Two weeks for other audiovisual materials; Three weeks for books ordered through 4CLS; and Four weeks for Gift Books. The date of receipt will be the date an item is received by 4CLS in a useable and deliverable condition. If any items are not delivered to BCPL within two times the relevant delivery schedule then the BCPL shall not be charged a processing fee for each such processed item.

After processing 4CLS will deliver the items and invoice BCPL for these materials. 4CLS will make its best efforts to provide an invoice with each shipment reflecting that delivery's contents and if unable to do so will provide invoices within one month of a particular items delivery. As is the practice with other member libraries, BCPL will be expected to provide payment for these invoices from 4CLS within 30 days of invoice date. 4CLS will maintain all original invoices in an orderly manner for a period of 6 years and make them available for inspection or review by the Broome County Department of Audit and Control should any questions arise.

This agreement is effective April 1, 2025 and will extend until March 31, 2026.

Board President
Broome County Public Library

James Godleski, Board President
Four County Library System

Broome County Public Library

Library Director Succession Plan

A change in executive leadership, whether it be planned or unplanned, temporary or permanent, is as inevitable as the passing of time. This Succession Plan sets forth the Broome County Public Library (BCPL) Board of Trustees' policies and procedures, incorporates best practices and ethical guidelines, for facilitating and managing the transition process.

This board-approved plan document is in accordance with the following three possible transition circumstances:

- Temporary, Unplanned Absence: Short-Term
- Temporary, Unplanned Absence: Long-Term
- Permanent Change

Amendment to the Succession Plan is subject to approval by the Board of Trustees. This Plan cannot be amended by a Committee or other persons without prior authorization of the Board of Trustees.

Temporary, Unplanned Absence: Short-Term

Definition - A temporary absence is **two months** or more within the **Library Director's** term of office that they are unable to fulfill the responsibilities of the position and which it is expected that he/she will return once the events precipitating the absence are resolved. A temporary absence may be planned (surgery, vacation, personal leave, etc.) or unplanned (arises unexpectedly).

For a planned absence, the **Library Director** shall notify the **President** and Board of Trustees as early as possible. Plans shall then be made for the orderly transfer of responsibilities as set forth herein.

In the event of an unplanned absence of the **Library Director**, the **Library Director - or the Assistant Library if the Library Director is unable** - is to immediately inform the **Board President** of the absence, if that has not occurred already. If the **President** is not available, then the **Vice-President** shall be notified and they are to assume the responsibilities of the **President** as set forth in this plan until such time the **President** can properly serve.

The President will convene an Executive Committee meeting within two weeks to decide whether to immediately appoint the **Assistant Library Director as Acting Library Director**. Should the Assistant Library Director not be selected to serve, the

second back-up appointee for the position of **Acting Library Director** will be determined by the Executive Committee and submitted for ratification to the full board at the next Board Meeting.

The Board of Trustees or the Executive Committee shall affirm the transfer of responsibilities and the procedures prescribed in this plan or to make modifications as the Committee deems appropriate.

The job description of the **Library Director** along with any documents that plan this division of duties are attached.

Authority of the Acting Library Director

The **Acting Library Director** shall have the full authority for decision-making and independent action as the regular **Library Director** except for the termination of any **Department Head**.

The **Acting Library Director** will provide leadership to the **Department Heads** and, at their discretion, may assign duties to other staff that they may normally perform under their regular job responsibilities. If these duties are assigned for the duration of the temporary absence, the Board shall be informed in writing of these assignments.

Compensation of the Acting Library Director

It is recognized that the **Acting Library Director** will be assuming a higher level and additional responsibilities than under their current position. As such, the Board of Trustees or the Executive Committee will work with the Broome County Personnel Department to consider additional compensation.

Board Oversight

The Executive Committee shall meet at least monthly during this period to monitor the organization's circumstances and the work of the **Acting Library Director**. The Board and all other committees of the Board will at least maintain their regular meeting schedule.

Communications Plan

Immediately upon the transfer of all responsibilities to the **Acting Library Director**, the **President** will notify Board and staff members of the organization. Department Heads shall assist in these efforts as directed.

Aside from affirming the transfer of authority to the **Acting Library Director**, the Executive Committee shall develop and coordinate the execution of a communications plan for informing funders, key stakeholders, and the public of the temporary leadership structure.

Completion

The schedule or start date about when the absent **Library Director** returns to lead the organization is to be mutually agreed upon by the **Library Director** and the Board President. A reduced schedule for a set period of time can be allowed, by approval of the Board President in consultation with the Executive Committee, with the intention of

working back toward a full-time commitment within the timeframe established by organizational policies.

Temporary, Unplanned Absence: Long-Term

Definition - A long-term absence is one that is expected to last more than **three months** whereby the **Library Director** is unable to fulfill his/her responsibilities.

The procedures and conditions to be followed are the same as for a short-term absence with one addition:

- ❖ The Executive Committee will work with Broome County to determine if any consideration needs to be given to an additional allocation of funds to cover vacant positions, restructure, or hire additional staff.

Permanent Change

Definition – A permanent change is when the Board determines that the **Library Director** will not be returning to the position.

The procedures and conditions are the same as for a long-term temporary absence with the following additions:

- ❖ The Executive Committee shall provide leadership in conducting a transition and search process for a new permanent **Library Director**.
- ❖ An outside search will be conducted however internal candidates will be invited to apply.
- ❖ The Board may consider retaining outside consulting assistance depending on the circumstances and capacity to plan and manage the transition and search.
- ❖ If a Board member would like to be considered for the **Library Director** position, they shall be expected to adhere to the highest standards of ethical conduct by resigning their board position at the earliest possible time of interest, expressed or otherwise. If that person is not selected as the **Library Director**, they may be reinstated by the Board, at the Board's discretion, but shall not be eligible to serve on the Executive Committee for a period of one year.
- ❖ The Executive Committee shall determine how resumes will be received and applicant's confidentiality will be managed.
- ❖ The Personnel Committee shall serve as the hiring committee and recommend a candidate, including compensation terms to the Board.
- ❖ The Board or Executive Committee may retain outside legal counsel if needed.

Appendix A: Summary of Transition Process and Considerations

A. Library Director's Notification to Board

1. Typically, the Library Director will notify the President or Vice President, should the President not be available. They should notify the board of members within one week.
2. Although the Board of Trustees does not currently have a contract with the Library Director, it will revisit this annually to consider, with mutual consent, whether the need for a contract exists.

B. Information and Confidentiality

1. All Trustees should be apprised of the transition as soon as possible. Each Trustee is legally responsible for the leadership of the organization and deserves to know about all matters when they occur.
2. The Board of Trustees will discuss how to handle public relations and agree on how the message about Executive Transition will be conveyed to the community. The community will soon hear the Library Director is leaving. The board will consider sending a letter or email, or phoning major stakeholders (funders, members, advisors, suppliers, "peer" organizations, etc.) to notify them of the transition and assure them that transition planning is being carried out thoroughly. The letter or email will invite them to contact the Board President if they have any concerns or questions.
3. The organization will make every effort to ensure that applicants to the Library Director role maintain complete confidentiality. The Board will make every effort not to expose applicants' names to the public or staff. This confidentiality is a matter of protecting candidates who may not want their names out in public as looking for a new job. Resumes will be sent to a location that will ensure confidentiality.

C. Board Preparation

1. The Personnel Committee shall serve as or appoint a Search Committee to focus on the transition and make recommendations to the entire Board regarding any matters with the transition. Committee members should commit to availability over an eight to twelve week period, possibly longer.
2. The agency's Succession Plan should promptly be reviewed and updated as appropriate depending on the actual circumstances of the transition.
3. The Search Committee shall identify funding needed for the transition to include advertising costs, training the new candidate, and other appropriate expenses.
4. The Search Committee will review and update the Library Director's job description, for Board review and approval. The description will be referenced in order to write the ad for the position, during interviewing and for ongoing guidance to new Library Director, and ensuring adequate compensation. When updating the job description, the Search Committee shall consider: current overall responsibilities, strategic planning goals for the year and the nature of current major issues that need to be addressed.

Appendix A: Summary of Transition Process and Considerations

5. The Search Committee shall review and identify the most important criteria for selecting the new Library Director. It shall develop a set of criteria for evaluating and ranking candidates. It shall develop a standard list of questions and requirements (i.e. writing sample) for all candidates.
6. The Search Committee will survey staff to identify qualities and roles needed in the new Library Director.
7. The Search Committee will determine where resumes will be sent.
8. The Board of Trustees will continue to implement a plan to strengthen and develop its infrastructure, and review and revise agency policies, and practices in preparation for an eventual Executive Transition.

D. Administrative Preparation

1. The Library Director will update and maintain, at least quarterly, the administrative calendar for the organization including a schedule of all major recurring activities during the year (e.g., performance reviews, special events, staff meetings, one-on-one meetings, lease/contract expiration dates, when paychecks come out, etc.).
2. The Library Director will update and maintain, at least quarterly, the list of key stakeholders, including funders, advisors, important peers and collaborators, etc.
3. The Library Director will ensure all files and major documents are clearly marked and filed. The Executive Committee will routinely be briefed on the filing system and location of key documents.
4. Upon giving notice, the Library Director shall ask all Program Directors to update a "to do" list of their current major activities over the past month, planned activities over the coming two months and any major issues they're having now. These to do lists will serve to coordinate work details during the transition and help update the new Library Director come up to speed.
5. The Executive Committee should strive to meet with the current Library Director once a week before his/her departure to review the status of major work activities, any current issues, etc.
6. The current Library Director should complete performance reviews on all direct reports before he leaves. This ensures that the Library Director's important feedback to personnel is collected before their departure and gives personnel a fair opportunity to reflect their past performance to the new Library Director, and gives the new Library Director the input they deserve about each employee to ensure effective supervision.

Appendix A: Summary of Transition Process and Considerations

E. Hiring the New Library Director

1. Advertising will be conducted on a local and regional basis. Knowledge of the local community is seen as an important factor in the position.
2. The Search Committee will review and screen resumes to ensure that basic criteria is met in the candidates being recommended for an interview.
3. The Search Committee will interview the top candidates for the position. One member of the committee will take notes on behalf of the committee.
4. The Search Committee will determine whether to conduct a background check to ascertain if applicants have a criminal record.
5. The Search Committee will check references for each candidate. Responses should be written down and shared with the committee.
6. The Search Committee will recommend the top two or three candidates to the entire Board for input into the selection process.
 - a. If there does not seem to be a most suitable candidate the committee will determine whether to re-advertise the position or to hire the candidate who came in closest and plan for dedicated training to bring their skills to the needed levels.
7. Once a candidate is selected, s/he will be offered the job before informing the remaining candidates.
8. Once a candidate accepts the position verbally, an offer letter (or contract) should be provided specifying the compensation, benefits, and starting date. The candidate will sign a copy of the offer letter and return it before the Search Committee notifies remaining candidates.
9. The Board President will instruct the Finance Director start a personnel file for the new Director to include the signed offer letter, tax withholding forms, the job description and any benefits forms.

F. Orienting the New Library Director

Develop an orientation procedure and consider the following activities for inclusion on the list. The following activities should be conducted by the Board, if possible.

1. Before the new Library Director begins employment, send them a letter welcoming them to the organization, verifying their starting date and providing them a copy of the Personnel Policies or “employment agreement”. (This can be included in the offer letter.)
2. The Board of Trustees will work with the Broome County Executive’s Office to introduce the new Library Director to the Community by:
 - a. Sending a letter to stakeholders.
 - b. Sending out a press release.
3. The Executive Committee and available Board Members should meet with the Library Director to brief them on strategic information. Review the organizational chart, last year's annual report, the strategic plan, this year's budget, and the Personnel Policies if they did not get one already.

Appendix A: Summary of Transition Process and Considerations

4. Explain the performance review procedure and provide them a copy of the Library Director Performance Review/evaluation tool.
5. Develop a plan to introduce the new Library Director to staff. This might include an all staff meeting and/or attendance at management and program meetings over the first month of employment.
6. Ensure the new Library Director receives necessary materials and is familiar with the facilities. Provide needed keys and complete needed benefit and tax forms. Review the layout of offices, bathrooms, storage areas, kitchen use, copy and fax systems, computer configuration and procedures, telephone usage and any special billing procedures for use of office systems.
7. Schedule any needed training, e.g., computer training, including use of passwords, overview of software and documentation, location and use of peripherals, and where to go to get questions answered.
8. Review any policies and/or procedures about use of facilities.
9. The Search Committee will coordinate a representative to take them to lunch on their first day of work, and will consider inviting other staff members along.
10. During the first six weeks, the Board President will have one-on-one meetings (face-to-face or over the telephone) with the new Library Director, to discuss the new employee's transition into the organization, hear any pending issues or needs, and establish a working relationship with the new Library Director.
11. The Board should develop a one month, three month, and six month action plan for the Library Director. Ask the Library Director to do the same. The Executive Committee will meet with the Library Director monthly for supervision and support.
12. The Board of Trustees will make resources available to support the reasonable professional development needs of the new Library Director, not limited to training and orientation from the departing Library Director.
13. If at all possible, the Board will arrange for an overlap and training period between the departing and new Library Director.

Appendix B: Sample Work Plan

Action	Responsible Parties	Timeframe
Library Director Notifies Board President or Vice President and Board President notifies full Board	Library Director (or Assistant Library Director) Board President or VP	As soon as possible
1. Board President convenes Executive Committee to determine need for and appointment of Acting E.D.	Executive Committee	ASAP but within one weeks of notice
2. Board Pres informs the Assistant Library Director who assumes role of ACTING E.D. <i>In the event the Assistant Library Director is not selected or cannot serve, the Executive Board shall and appoint an ACTING E.D.</i>	Board of Trustees Board President	Within 24 hours of start (<i>Note: job description, recognition of authority to act, compensation shall be affirmed at this meeting</i>) Planning: Preparation of Job Description, compensation, authority determined by October 1, 2017
3. Board President shall communicate the appointment of Acting Director to Program Directors and Program Directors to all Staff	Board President	Within 24 hours of appointment
4. Board ratifies Acting E.D. appointment.	President	Next Board meeting following appointment or special meeting of the board.
5. Exec. Committee and Acting Director shall review the PR plan with the County Communications Director to discuss messaging if needed	Exec Committee Marketing Committee Acting Library Director Broome County Comm. Director	Planning: Preparation of Media list and sample template statements
6. Exec. Committee shall meet with the ACTING Library Director And the Department Heads to determine any questions/issues in the transition	Exec. Committee of Board Acting Library Director Department Heads	Between 5-8 working days of Acting Library Director appointment

Appendix B: Sample Work Plan

Action	Responsible Parties	Timeframe
7. Communication of leadership transition to essential county leadership and other funders and collaborators	Board President or as defined by PR plan.	<p>Within 48 hours of EC meeting with Acting ED and Program Directors.</p> <p><i>Develop list of who should be called (ED, by DATE and updated regularly).</i></p>
8. Communication to media	As defined by PR/communications plan.	As per PR/communication plan
9. Assignment or Affirmation of Added Responsibilities to appropriate Program Directors	Acting E.D. Executive Committee Program Directors	<p>Within 5 days of Acting ED appointment and reviewed periodically as needed.</p> <p><i>A discussion of these should take place and perhaps added to Job Description for each Program Director position?</i></p>
10. Develop Operational Plan	Acting Ed Executive Committee Program Directors	With 2 weeks of Acting ED appointment
11. Monitoring of operation	Exec Committee Acting E. D.	<p>Acting E.D. Reports to Executive Committee of Board every two weeks or as needed if issues arise</p> <p>Board Pres meet with Program Directors monthly</p>
12. Determine Length of Acting ED role	Library Director Board President Board of Trustees	Review and evaluate monthly

Appendix C: Timeline

		Start Date/Review		Coordinating Period		Deadline																																																																																					
Emergency Succession Plan Timeline																																																																																											
ACTIVITY	RESPONSIBILITY	Month 1															Month 2																																																																										
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60																														
ED communicates temporary absence	ED	Start Date/Review																																																																																									
President convenes EC Meeting	President	Coordinating Period							Deadline																																																																																		
EC determined need for Acting ED	Executive Comm.								Start Date/Review																																																																																		
EC appoints Acting ED	Executive Comm.								Start Date/Review																																																																																		
President notifies Acting ED	President								Coordinating Period	Start Date/Review																																																																																	
President notifies Program Directors	President								Coordinating Period	Start Date/Review																																																																																	
President meets with Program Directors	President/Team Leaders								Coordinating Period										Deadline																																																																								
Review PR Plan	Exec. Comm., Acting ED, Team Leaders, PR Committee Chair	Coordinating Period							Deadline																																																																																		
President notifies Board and schedules Meeting	President								Coordinating Period																				Deadline																																																														
Develop operational plan	Acting ED, Exec. Committee, TLs								Coordinating Period																			Deadline																																																															
Board ratifies Acting ED appointment	Board																															Start Date/Review																																																											
Communication to county leaders and funders	As per plan																																																																																										
Communication to media, if and as needed	As per plan																																																																																										
Review the need to reassess and reassign TL responsibilities	Acting ED, Exec. Committee, TLs											Start Date/Review	Coordinating Period																			Start Date/Review																																																											
Monitor operational plan	Executive Comm., Acting ED								Coordinating Period																																																																																		
Determine length of Acting ED appointment/ED absence	Executive Director, President, Board																															Deadline																																																											

Appendix D: Executive Director and Staff Leadership Job Descriptions

JOB DESCRIPTION

Position: Library Director

JOB DESCRIPTION

Position: Assistant Library Director

JOB DESCRIPTION

Position: Librarian III (2 positions)

Peer Support Partnership at the Broome County Public Library

Klee Foundation Grant Application - 2024

Friends of the Broome County Public Library

Mrs. Kathy Groover
185 Court St
Binghamton
Binghamton, NY 13901

O: 607-778-6407

Mr. Josias Bartram

Broome County Public Library
185 Court St
Binghamton, NY 13901-3503

josias.bartram@broomecounty.us
O: 607-778-6407

Application Form

GRANT APPLICATION: SUMMARY

Project Name*

Peer Support Partnership at the Broome County Public Library

Focus Area

Health & Well-Being

Type of Support Requested

Please choose the type of financial support that best aligns with your project. If you are not sure, please contact the Executive Director, Amanda McIntyre: amanda@kleefoundation.org.

Capacity Building - Proposals that address the effectiveness and future sustainability of the nonprofit.

Capital - Proposals for property purchase, equipment purchase and/or facilities improvement.

General Operating - Proposals for flexible, short-term assistance that will improve long-term sustainability of established programs.

Note: Applicants must receive advanced Foundation approval to request General Operating Support.

Program/Project - Proposals for initiatives that address a specific, demonstrated community need. Requests for pilot-stage, program-specific operating support can be considered.

Program/Project

Amount Requested

This figure carries forward from your LOI. If you would like to discuss an adjustment to this amount, please contact Amanda McIntyre: amanda@kleefoundation.org.

\$90,000.00

Total Project Budget

This figures carries forward from your LOI.

\$125,000.00

Budget Update

IF your project budget has changed since you submitted your LOI, please provide the updated figure and a brief rationale here.

Total Organizational Operating Budget

Please report for your current fiscal year.

\$50,000.00

Other Sources of Funding for Project:

Broome County Public Library - \$5,000 from operating budget - committed
 Broome County Public Library - \$15,000 - contribution of staff time (based on salary and fringe benefits)
 Friends of the Broome County Public Library - \$15,000 - committed

Other Sources of Funding Update

IF your Other Sources of Funding have changed **OR** if the *status* of your Other Sources of Funding have changed since you submitted your LOI, please provide updates below.

Updates we are seeking include new funding prospects, newly confirmed or denied grants, contributions, etc.

Project Start Date

11/01/2024

Project End Date

12/31/2026

Please use the Collaborate feature in the top right corner of this page to invite your board president or board officer to read and attest to the statements listed. When composing the message to them, please indicate that they are to view and respond to the Attestation question below.

How to use the Collaborate feature:

- Video tutorial
- Written tutorial

Attestation*

Board president or officer: Please provide your name and office held in the space provided below.

I certify, to the best of my knowledge, that:

- The most current IRS-990 of this organization can be found on GuideStar.
- The tax-exempt 501(c)3 or other tax exempt or charity status of this organization is still in effect.
- This organization does not support or engage in any terrorist activity.
- The proceeds of an awarded grant will not be distributed to or used to benefit any organization or individual supporting or engaged in terrorism, or used for any other unlawful purpose.

JoAnne Hanrahan - President

Section I: Organizational History

Your Organization's Mission Statement

The Friends Mission is to raise money and public awareness in the community to support the services and programs of the Broome County Public Library.

Organizational History*

Provide a brief history of your organization's development and accomplishments.

Some things to think about:

- *What issue/need was your organization created to address and how have programs/services evolved to meet current challenges?*
- *What recent outcomes are you most proud of?*

The Friends of the Broome County Public Library has provided the Library with significant financial and operational support for 50 years. An all-volunteer group, the Friends carries out a number of fund-raising programs, the proceeds of which are used to support Library programs and to acquire equipment and supplies beyond the scope of the Library's operating budget. The principal fund-raiser is the annual schedule of on-site book sales, which we are proud to see are enjoying real growth and consistently attracting new patrons. More recently—and in keeping with this mission—the Friends has assumed responsibility for managing grants on behalf of the Library, providing a means for piloting innovative programs and services in direct response to the needs of our community.

The Broome County Public Library (BCPL) is observing its 123rd year as the region's primary research library and its 64th year as the central library in the Four County Library System, serving 350,000 residents of Broome, Chenango, Delaware, and Otsego Counties. It has occupied the current site and facilities since 2000, serving as a community hub in downtown Binghamton, and providing information services, community meeting space, and educational programming. In both 2020 and 2023—as part of our strategic planning process—we conducted community needs assessments to explore how we could build on this history of traditional library services, a process that clearly demonstrated the importance of directly addressing homelessness and mental health.

For the past 85 years, Catholic Charities of Broome County has been dedicated to caring for those in need while promoting human development, collaboration, and the elimination of poverty and injustice. We fulfill this mission daily with a philosophy that recognizes and values the dignity and worth of each individual who we serve.

Programs and Services*

Please provide a list of core programs and services **currently** offered by your organization.

The Friends is the principal cadre of volunteers for BCPL and bears complete responsibility for book sales. The Friends also serves as the grants vehicle for BCPL, as it holds 501(c)(3) status which is typically required by foundations and other funding sources.

BCPL provides the public with open access to extensive collections of print, media, and online resources. It offers space for community meetings, houses the Local History Center, and supports genealogical research. Patrons have access to internet-enabled computers, WiFi, and emerging technologies. Library traffic has returned to pre-pandemic levels—an average of 250,000 visits per year—while traditional services like the circulation of physical collections remain historically low. This clearly demonstrates that we are as essential to the community as ever, but that our non-traditional programs are playing an increasingly large role in meeting this need. In addition to the Peer Support Partnership, these include:

Farm to Library, which provides fresh, local produce to the community free of charge along with educational materials and programs

Our Period Pantry, a partnership with the Broome County Public Defender's Office to provide free access to period products in the Library's Rotunda

Our Diaper Pantry

STEAM (science, technology, engineering, arts, and math) programs for children and families

Table-Top Role Playing Games

Section II: Program/Project Description

Program/Project Summary

This summary carries forward from your LOI.

If the information has changed, please contact the Foundation office at 607.722.2266.

With the Klee Foundation's support, the Broome County Public Library has been partnering with Catholic Charities of Broome County and a variety of other community partners over the past 2.5 years to pilot a dedicated peer support program addressing mental health, housing, and addiction. With 10,970 patron visits and 899 referrals, the pilot has been an unqualified success. Our Peer Support Specialists have drawn on their own lived experience to serve our community's most vulnerable residents in innovative ways by first prioritizing building trust through the creation of a safe and welcoming community, and then offering impactful services as they are requested. This funding request is to continue the program for an additional 2-year period while expanding the scope based on the lessons we have learned. The goal is to leverage this additional implementation period to secure long-term operational funding starting in 2027 by incorporating support for the program into the Library's operating budget as well as securing funding from additional governmental and foundation sources.

Impact

This statement carries forward from your LOI.

We have the quantitative and qualitative data to demonstrate the remarkable positive impact that this program has had over the past 2.5 years. This next phase will allow us to increase this impact further by adding an additional Peer Support Specialist, extending the hours of the program, building on our successful community partnerships, and adding some additional more structured activities based on the needs that our Peers have had the opportunity to observe.

Program/Project Rationale*

Some things to think about:

What timely and recognized need does this proposal address?

Why is now the right time to implement this program/project?

Why is your organization the one best prepared to do so?

Please provide data or specific examples to support your rationale, when possible.

With the Klee Foundation's support, we have successfully piloted our innovative Peer Support partnership over the past 2.5 years. The rationale for this project derives from the increasing use of BCPL as day shelter by homeless persons, particularly during the winter months, and as a haven for those struggling with mental health and substance use issues. Because libraries are one of the few remaining indoor public spaces, they are serving this function in urban centers across the country, and this project was originally modeled on similar efforts in larger library systems, many of which have gone on to hire full-time social workers. This increase has been reported anecdotally by BCPL staff for years, and—as mentioned above—was clearly demonstrated in the community needs assessments that BCPL conducted in 2020 and 2023 as part of the strategic planning process. It coincides with a 263% increase in homelessness in Binghamton between 2010 and 2020 as documented by the Stakeholders of Broome County and reported in the Press and Sun-Bulletin.

As is clearly demonstrated by the final report submitted after the completion of our first grant, the initial phase of the project has been an unmitigated success, with 10,970 patron visits and 899 referrals in the first 2.5 years. Moreover, there is significant room for increasing this impact with staffing limitations having served as the primary limitation. Rather than drawing from the work being done in larger urban library systems, we are now serving as an example, having gone beyond what even the most robust of these

programs offer. In November 2023, our entire project team presented at the New York Library Association Conference in Saratoga Springs. We followed this up by presenting our results to a local and more generalist audience at the Binghamton Noon Rotary Club. Next month, I've been invited to give the keynote address and lead a workshop at the Libraries 4 Health Conference in New Braunfels, Texas.

Objectives*

Please list the primary objectives of your program/project. For each objective, please describe the related activities and time frame for completion.

Note: Your objectives should clarify what you plan to accomplish. They should detail precise and measurable steps toward your broader goal.

Your grant objectives become the basis for a potential funding agreement, setting the priorities and targets for progress and accountability.

Objective 1: Add a third Peer Support Specialist and increase hours in response to demonstrated demand.

By December 31, 2024: work with Catholic Charities to add a third Peer Specialist position.

By December 31, 2024: increase total weekly Peer Specialist hours from 39 to 54 in response to demonstrated demand.

By January 31, 2024: increase weekly program hours from 19 to 27.

Objective 2: Continue to increase the number of patrons served and referrals to outside services.

By October 31, 2025: demonstrate a 20% increase in both patrons served and referrals through ongoing monthly data collection.

By October 31, 2026: demonstrate that these levels can be sustained long term.

Objective 3: Increase direct access to services through additional partnerships as outlined below.

By October 31, 2025: provide on-site access to additional services through three additional partnerships.

By October 31, 2025: provide on-site access to additional services through six additional partnerships, including the Broome County Department of Social Services.

Objective 4: Move towards integration into Broome County with funding through the Library operating budget.

By January 1, 2026: fully brief the Broome County Executive's Office and the Office of Management and Budget on the project's success and the need to integrate funding into the Library operating budget for the sake of sustained impact.

By June 1, 2026: propose an operating budget that fully funds the Peer Support Partnership starting in 2027.

By January 1, 2027: fully fund the Peer Support Partnership through the Library operating budget.

Objective 5: Continue to integrate Peer Specialists into Library team

By December 31, 2024: include the Peer Specialists in all relevant Library meetings and training.

By January 1, 2027: add Peer Specialists as Broome County staff members.

Objective 6: Continue to support public safety and security at the Library

Ongoing: continue to document all Security incidents and the role of Peer Support in deescalating these situations.

By October 31, 2026: Present this data to Broome County Security and the County Executive's office

Objective 7: To carry out a full assessment of Year One and institutionalize those practices proven to be of greatest value in meeting the needs of identified patrons.

Monitor and adjust existing project design and activities in arriving at a structure for continuing the project into Year Two and beyond.

Objective 8: Continue to publicize our success with the peer support model in public libraries

By December 31, 2025: Present at 2 additional statewide conferences.

By December 31, 2026: Present at 1 additional national conference.

By December 31, 2026: Receive 2 additional instances of positive coverage in local media.

Collaboration*

What organizations or groups are you collaborating with to meet your proposed goal(s) and objectives? In what capacity?

Note: Collaboration is when people/organizations work together in support of a shared vision or purpose. Compared to cooperation and coordination, collaboration is often less transactional and more transformational. The sum is greater than the parts.

In addition to the ongoing collaboration between the Friends and BCPL—including \$12,000 of direct funding for this project over the past year—the Peer Support Partnership has been built around an active partnership with the agencies and organizations already providing mental health care and services to the homeless residents of Broome County.

The core partnership has been with Catholic Charities of Broome County. Catholic Charities has trained, employed and supervised our Peer Support Specialists through their Assisted Competitive Employment Program with onsite supervision provided by the Library, and this arrangement will continue for the next phase of the project. In fact, one of our Peer Support Specialists has been with the project since its launch, and the other has more than a year of experience. Both have obtained full professional certification partially through this work, and they have proved to be the most articulate spokespeople for the importance of the project. The budget reflects an expanded role for both of them with support from a third Peer Support Specialist in order to expand both hours and services.

Expansion will also come from continuing to build additional partnerships, particularly with organizations that operate peer-led programs. Currently, these include Family & Children’s Society Services, the Addiction Center of Broome County, Greater Opportunities, UHS, Broome County Workforce, and the Mental Health Association of the Southern Tier.

Sustainability*

Please describe (a) how the work described in this proposal will be sustained and (b) how it will contribute to your organization's long-term sustainability.

As successful as it has been, the long-term sustainability of this project still relies on further operationalizing our success, and integrating the program into the Library’s operating budget. The funding requested here is instrumental in achieving this goal because it allows us to demonstrate that the program can be scaled-up in order to meet demand and can be consistently successful over time. At the completion of this phase, we will have more than four years of data that we can use to request funding through our primary funders: Broome County, the City of Binghamton, and New York State. In the meantime, the Friends of the Library have been taking on the direct funding of the project at a significant level given their overall budget, and are committed to continuing this support.

Section III: Program/Project Budget

If your organization is applying for General Operating support, you may skip the Project Budget and provide only your Organizational Budget in the Operations section.

Program/Project Budget

When preparing your budget, please:

- Specify the budget period (ex. January 1 - December 31, 2024);
- For multi-year funding requests, please include annual budgets for each fiscal year of the project;
- Specify the amount requested from Klee and how Klee funds will be used;
- Include the value of any donated labor, equipment or supplies necessary to the project on both the revenue and expense side.

****Please note, the Foundation may request to see vendor estimates and/or quotes related to your project.***

Narrative

If needed, please use the space below to provide any additional budgetary explanations or justifications for reviewers.

Klee budget.pdf

Training and equipment have largely already provided for by the pervious grant, so this request focuses on increased staffing as outlined in the narrative. Peer Specialists 1 & 2 are already employed by the program, and their hourly rate is based on their certification and experience. Peer Specialist 3 would be hired at the starting rate to provide flexibility.

Section IV: Evaluation

Evaluation Methods*

How will you evaluate the impact and success of your program/project?

Note: Evaluation activities should directly relate to your project's measurable objectives and overall goal(s).

We established clear process and procedures for collecting both qualitative and quantitative data during the first phase of the project and not much change is needed. The objectives above include an increase in patrons served and referrals, both of which will be easy to clearly evaluate using our current methods. The other objectives involve goals around expanding and funding the program, and these will also be able to be clearly evaluated using our current data collection methods.

Section V: Operations

Organizational Budget*

Please provide your 1-page organizational budget in the following 5-column format:

- Prior Year Budgeted
- Prior Year Actual
- Current Year Budgeted
- Current Year-to-Date Actual
- Next Year Budgeted*

Please clearly label each column with the fiscal year represented (ex: Budget July 2024-June 2025; Actual July 2024 - June 2025, etc.)

Narrative

*If your Next Year budget is not complete, please use the space below to provide a brief statement describing any significant budget adjustments you anticipate making for your next fiscal year.

Friends operating budget.pdf

Next year's operating budget is nearly complete and won't reflect significant change. Revenue and expenses are both projected to be slightly down due to a reduction in the number of book sales which had become unsustainable for an all-volunteer organization. We don't anticipate this slight reduction having any impact on the project.

Fiscal Management*

How have organizational revenues and expenses been impacted by recent events, policies, trends, etc.? How is your organization addressing these issues? *Please provide specific examples.*

Over the past two years, The Friends have significantly updated our fiscal management processes to better facilitate the our role in managing grants for the Library. This has included switching to QuickBooks for our financial records and contracting with Vieira and Associates for annual compilation reports, 990s and bookkeeping. Both revenue and expenditures in the Friends operating budget have also been increased by increasing the number of book sales held annually and by selling higher-value books on Amazon and eBay.

Financial Statements*

Upload your organization's most recent audited financial statement. If you are not required to perform an audit, please provide your 990.

FOBCPL 12.31.23 FINANCIAL STATEMENTS.pdf

Board Roster*

Upload a complete list of your current Board of Directors. Please note officers, affiliations, and term dates.

FOL 2024 Board of Trustees and Committee Chairs.pdf

File Attachment Summary

Applicant File Uploads

- Klee budget.pdf
- Friends operating budget.pdf
- FOBCPL 12.31.23 FINANCIAL STATEMENTS.pdf
- FOL 2024 Board of Trustees and Committee Chairs.pdf

Revenues Expenses

Nov. 1 2024 - Oct. 31 2025

Request from the Klee Foundation	45,000	
BCPL contribution - staff time	7,500	7,500
BCPL contribution - operating budget	2,500	
Salary - Peer Specialist 1 (27.5 hours/week @ \$16.84 per hour)		24,000
Salary - Peer Specialist 2 (18 hours/week @ \$15.91 per hour)		15,000
Salary - Peer Specialist 3 (8.5 hours/week @ \$15.50 per hour)		7,000
Supplies		2,500
Administrative costs		4,500

Nov. 1 2025 - Oct. 31 2026

Request from the Klee Foundation	45,000	
BCPL contribution - staff time	7,500	7,500
BCPL contribution - operating budget	2,500	
Friends of the BCPL - direct support	15,000	
Training - BCPL and Four County Library System staff		4,000
Salary - Peer Specialist 1 (27.5 hours/week @ \$16.84 per hour)		24,000
Salary - Peer Specialist 2 (18 hours/week @ \$15.91 per hour)		15,000
Salary - Peer Specialist 3 (8.5 hours/week @ \$15.50 per hour)		7,000
Supplies		2,500
Administrative costs		4,500

Total	125,000	125,000
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Friends of BCPL	2023 Budget	2023 Actuals	2024 Budget	2024 YTD
Revenue				
Book Shop	20,000	17,844	24,000	16,528
Book Sales	7,000	13,597	8,000	10,206
Third Party Sales	11,000	6,008	5,500	3,631
Membership Dues	2,500	1,616	2,500	1,560
Gifts & Donations	7,500	8,051	8,000	6,530
Interest		802		709
Miscellaneous	2,000	175	2,000	145
Total revenue	50,000	48,093	50,000	39,309

Cost of Goods Sold				
Merchandise	1,000	0	1,000	0

Friends Operating Expenses				
Advertising	2,000	242	1,000	0
Credit Card Fees	800	957	0	1,007
Dues & Subscriptions	140		900	155
Insurance	1,000	1,042	1,100	1,091
Office Expense/Admin Expenses/Professional Fees	6,000	4,454	3,500	1,923
Postage	100	100	100	
Printing	1,000		1,000	
Repair and Maintenance	2,000	5,225	2,000	50
Sales Tax Expense	3,200	2,276	2,500	2,656
Small Equipment & Furniture	3,000	7,200	2,000	7,119
Supplies	1,100	170	500	377
Total Operating Expense	20,340	21,666	14,600	14,377

Support for BCPL				
Adult Programs	7,500	6,988	8,000	3,508
Children's Programs	17,010	13,510	18,500	9,031
Facilities & Equipment	1,000	1,781	1,000	238
Staff Devlopment	1,500	5,033	4,000	347
Reading Garden	250	446	500	34
Subscriptions	400		400	
Miscellaneous	1,000	2,718	2,000	1,491
Total BCPL Support	28,660	30,476	34,400	14,648

Total Expenditures + Cost of Goods Sold	50,000	52,142	50,000	29,025
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FRIENDS OF THE BROOME COUNTY PUBLIC LIBRARY
FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

FRIENDS OF THE BROOME COUNTY PUBLIC LIBRARY

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VIEIRA & ASSOCIATES CPAs, P.C.

John B. Burtis, CPA*
Scott M. Hotalen, CPA
*Also Licensed in Pennsylvania

Cheryl DiStefano, CPA
Patrick J. Price, CPA, CVA
Nicole R. Mayers, CPA

Board of Directors of the
Friends of the Broome County Public Library
Binghamton, NY

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Management is responsible for the accompanying financial statements of Friends of the Broome County Public Library (a nonprofit organization), which comprise the statements of financial position as of December 31, 2023, and 2022, and the related statements of activities, functional expenses, and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America. We have performed compilation engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

Management has elected to omit substantially all disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Organization's financial position, changes in net assets, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Vieira & Associates CPAs, P.C.

May 7, 2024
Endicott, NY

**FRIENDS OF THE BROOME COUNTY PUBLIC LIBRARY
STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2023 AND 2022**

ASSETS

	<u>2023</u>	<u>2022</u>
Current assets		
Cash	\$ 100,895	\$ 120,861
Inventory	52	151
Total current assets	<u>100,947</u>	<u>121,012</u>
 Total assets	 <u><u>\$ 100,947</u></u>	 <u><u>\$ 121,012</u></u>

LIABILITIES AND NET ASSETS

Total liabilities	<u>-</u>	<u>-</u>
 Net assets		
Without donor restrictions	100,947	121,012
With donor restrictions	-	-
Total net assets	<u>100,947</u>	<u>121,012</u>
 Total liabilities and net assets	 <u><u>\$ 100,947</u></u>	 <u><u>\$ 121,012</u></u>

See independent accountants' compilation report

**FRIENDS OF THE BROOME COUNTY PUBLIC LIBRARY
STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

	2023			2022		
	Without donor restrictions	With donor restrictions	Total	Without donor restrictions	With donor restrictions	Total
Public Support and Revenue						
Grants and contributions	\$ 55,874	\$ -	\$ 55,874	\$ 115,110	\$ -	\$ 115,110
Memberships	1,616	-	1,616	2,640	-	2,640
Book shop sales	17,844	-	17,844	15,348	-	15,348
Special events	19,605	-	19,605	29,817	-	29,817
Total Support and Revenue	<u>94,939</u>	<u>-</u>	<u>94,939</u>	<u>162,915</u>	<u>-</u>	<u>162,915</u>
Functional expenses						
Program services	87,223	-	87,223	114,885	-	114,885
Management and general	28,224	-	28,224	5,921	-	5,921
Fundraising	668	-	668	134	-	134
Total Functional Expenses	<u>116,115</u>	<u>-</u>	<u>116,115</u>	<u>120,940</u>	<u>-</u>	<u>120,940</u>
Other income (expense)						
Investment return, net	807	-	807	97	-	97
Other income	304	-	304	1,338	-	1,338
Total Other Income (Expense)	<u>1,111</u>	<u>-</u>	<u>1,111</u>	<u>1,435</u>	<u>-</u>	<u>1,435</u>
Change in net assets	(20,065)	-	(20,065)	43,410	-	43,410
Beginning net assets	<u>121,012</u>	<u>-</u>	<u>121,012</u>	<u>77,602</u>	<u>-</u>	<u>77,602</u>
Ending net assets	<u>\$ 100,947</u>	<u>\$ -</u>	<u>\$ 100,947</u>	<u>\$ 121,012</u>	<u>\$ -</u>	<u>\$ 121,012</u>

See independent accountants' compilation report

**FRIENDS OF THE BROOME COUNTY PUBLIC LIBRARY
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

	2023				2022			
	Program services	Management and general	Fundraising	Total	Program services	Management and general	Fundraising	Total
Advertising	\$ 206	\$ 24	\$ 12	\$ 242	\$ 675	\$ 79	\$ 40	\$ 794
Bank and Credit Card Fees	-	-	-	-	-	709	-	709
Dues & Subscriptions	-	957	-	957	-	50	-	50
Grants Paid	34,476	-	-	34,476	78,427	-	-	78,427
Insurance	-	1,042	-	1,042	-	825	-	825
Office Supplies and Expense	11,157	1,313	656	13,126	1,599	188	94	1,881
Outside Services	38,659	-	-	38,659	28,854	-	-	28,854
Repairs and Maintenance	-	6,325	-	6,325	-	-	-	-
Meetings and Conferences	-	57	-	57	-	249	-	249
Professional fees	-	3,775	-	3,775	-	900	-	900
Purchases	98	-	-	98	1,090	-	-	1,090
Sales Tax	2,048	228	-	2,276	2,104	234	-	2,338
Small Equipment	-	10,771	-	10,771	-	2,450	-	2,450
Training	-	3,668	-	3,668	-	-	-	-
All Other Functional Expenses	579	64	-	643	2,136	237	-	2,373
Total Expenses Before Depreciation	87,223	28,224	668	116,115	114,885	5,921	134	120,940
Depreciation	-	-	-	-	-	-	-	-
Total Functional Expenses	\$ 87,223	\$ 28,224	\$ 668	\$ 116,115	\$ 114,885	\$ 5,921	\$ 134	\$ 120,940

See independent accountants' compilation report

**FRIENDS OF THE BROOME COUNTY PUBLIC LIBRARY
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities		
Change in net assets	\$ (20,065)	\$ 43,410
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
(Increase) decrease in inventory	<u>99</u>	<u>(66)</u>
Net cash used by operating activities	<u>(19,966)</u>	<u>43,344</u>
Net increase (decrease) in cash	(19,966)	43,344
Cash - beginning of year	<u>120,861</u>	<u>77,517</u>
Cash - end of year	<u><u>\$ 100,895</u></u>	<u><u>\$ 120,861</u></u>
Supplemental disclosures		
Interest paid	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>
Income taxes paid	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

See independent accountants' compilation report

Friends of the Broome County Public Library 2024 Officers - Elected to One-Year Terms:

President	JoAnne Hanrahan	Retired, City of Binghamton Currently, Past-President, Broome County Public Library Board of Trustees Board Member, Greater Good Groceries
Vice-President	Diane O'Neil	Retired, SUNY Broome
Secretary	Sally Miller	Retired Teacher
Treasurer	Judy Spencer	Retired, Director, UHS Hospitals
Assistant Treasurer	Cindy Wenzinger	Retired, Upper NY Conference of United Methodist Church
At-Large-Directors	Florence Piech	Retired, Broome County DSS
	Joan Hebb	Retired Teacher
	Carol Oestrich	Retired Teacher
	Janice Fiore	Retired School Media Specialist
	Linda Halaburka	Retired, Binghamton University Libraries Retired, NYS Depart of Transportation
Executive VP	Josias Bartam	Director, Broome County Public Library

Appointed Committee Chairs – Board Members

Membership	Susan Pitely
Volunteers	Florence Piech
Garden	Midge Durgin
Book Shop	Diane O'Neil
Publicity	Open

Memorandum of Understanding between the Broome County Public Library Board of Trustees and the Friends of the Broome County Public Library

1. Objective

This Memorandum of Understanding, by and between the Broome County Public Library Board of Trustees (“the Board”), and the Friends of the Broome County Public Library (“the Friends”), together known as the “Parties”, is to define and facilitate a cooperative and productive relationship between the Parties. It has been created through good faith negotiations, and provides guidelines for ongoing voluntary working relationships among all parties.

This Memorandum of Understanding shall replace all other Agreements, Memoranda of Understanding or Contracts that may be in existence between the Parties. It will stand unless modified by mutual agreement.

2. Specific Purposes/Role of Each Partner

2.1 Friends of the Broome County Public Library

- a. The Friends of the Broome County Public Library is a 501(c)(3) nonprofit organization, independent from the Board. The purpose of the Friends, as more fully expressed in its by-laws, is to support the Broome County Public Library, its services and programs by advocating for public support and use of the Library by generating current and long-term funding, and by developing volunteer involvement.
- b. The Friends is an independent, separate legal entity with its own rules of operation and management that collaborates and consults with the Board and the Library Director.

2.2 The Broome County Public Library Board of Trustees

- a. The Board of is the governing body of the Library that has the authority and final responsibility to see that its library provides the best possible service to its community. The board carries out its governance function by developing and monitoring policy, and delegating authority to the Library Director.
- b. The Board encourages and supports the Friends as they work to increase community awareness and use of the library; as they work for library legislation or appropriations; as they encourage gifts, endowments and memorials for the library; as they provide direct financial assistance; as they raise money and campaign for new building, renovation, or expansion; and as they sponsor programs designed to add to the cultural life of the community.

2.3 The Broome County Public Library Director

- a. The Library Director is hired by the Board to administer daily operation of the library including personnel, collection development, fiscal, physical plant and programmatic functions. The Director acts as advisor to the board and provides support to the Friends and community groups affiliated with the Library.
- b. The Director and staff will collaborate with the Friends to ensure they have the support required to be a successful and viable organization, as described above.

IN CONSIDERATION OF the above, the Parties agree as follows:

A. Fundraising

- a. Friends' funds are raised primarily through special events or activities, and ongoing used book sales.
- b. Funds raised will be used to enhance new and existing Library programs and services, and for specific capital needs. Friends funds donated to the Library are intended for items not funded in the Library's operating budget.
- c. The Parties agree that all of the Friends' fundraising efforts shall be under the direction of the Friends and that the Broome County Public Library shall not have any responsibility for, or control over, the actions of the Friends, its agents, volunteers or its employees regarding their fundraising activities.
- d. The Friends agree to pay all expenditures attributable to its fundraising efforts, including staff, fundraising counsel, postage, printing, supplies and event expenses.

B. Administration and Governance

- a. The Friends acknowledge that it shall not have any authority regarding Library policies or decisions.
- b. The Broome County Public Library agrees to inform the Friends of any changes in policies that may affect the Friends. The Board will consult with the Friends prior to adopting Library procedures or policies that may affect the Friends' operation.
- c. The Board agrees to include the Friends in the long-term planning process to ensure that the Friends are aware of the goals and direction of the library.
- d. A member of the library Board of Trustees may not serve as a member of the Friends of the Library Board. There are a number of reasons for this, as stated by the United for Libraries: The Association of Library Trustees, Advocates, Friends and Foundations:
 - i. It can imbue a single member with more power and authority than his or her peers on each of the boards.

- ii. There can be a perceived conflict if a member of the policy making Board is also in a decision making role on the Friends Board that helps fund the library's services.
- iii. There can be a potential conflict of interest when a policy the library Board of Trustees is proposing might not be considered to be in the best interest of the Friends. For example, deciding to give discarded library materials to an outsourced agency or proposing the establishment of a foundation for fundraising.

C. Communication and Coordination

- a. The Parties acknowledge the joint goal of good communication and transparency between the Board, the Director, and the Friends.
- b. The Friends shall designate a point of contact for communication and coordination of activities with the Board and the Director. Unless advised otherwise, the President of the Friends will be the point of contact.
- c. The Board invites any other members of the Friends to address the Board at its meetings, pursuant to Board Public Comment Policy.
- d. The Library Director, and/or a Library Board Member will regularly attend Friends meetings in order to serve as a liaison between partners, and to make the Friends aware of strategic directions, plans, priorities and needs of the Library.
- e. The Library Director will serve as a non-voting member of the Friends of the Library Board.
- f. Minutes of all Friends meetings will be provided to the Director, who will share them with the Board.
- g. A representative of the Friends will attend at least one meeting of the Board annually to present a report on Friends activities and fundraising events.
- h. The Library will provide the Friends a report annually describing the use of the monetary donations made by the Friends over the previous year.
- i. The Friends will self-report to the Library on an annual basis financial information to include revenue, donations, expenses, cash/bank account balances and reserves.
- j. The Executive Committees of the Board and the Friends (to the extent possible), as well as the Director, will meet annually to discuss issues of importance to the Parties, which may include goals, concerns, strategic planning initiatives, and funding priorities, in order to work collaboratively toward the goal of supporting the Library.

D. Use of Library Facilities

- a. The Friends will have use of the Book Shop off of the Library Rotunda and the Permanent Book Sale Room at the back of the Library for the duration of this agreement in order to raise funds through book sales.
 - i. The Friends will also have use of a portion of the storage room behind the Library's Decker Room to store books between sales and will have access to this space as needed in order to sort donations and set up for book sales.
- b. Should the Friends utilize any of the library meeting rooms for special programs or meetings, the Parties agree that the Friends are subject to the same rules and regulations as other organizations. Meeting rooms must be booked in advance.
- c. The Friends will not enter designated staff-only or Broome County Security areas except as specified above.

E. Indemnification:

- a. Except to the extent paid in settlement by any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this agreement.

F. Modification of Agreement

- a. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

3. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of New York.

4. Signatures

Agreement to these terms and conditions is hereby authorized and attested to by the representative officers of both organizations whose signatures appear below.

Broome County Public Library Board of Trustees

By: _____

Name/Title: _____

Date: _____

Friends of the Broome County Public Library

By: _____

Name/Title: _____

Date: _____

MEMORANDUM OF UNDERSTANDING BETWEEN
THE BROOME COUNTY PUBLIC LIBRARY AND
BROOME COUNTY OFFICE OF EMERGENCY SERVICES

THIS MEMORANDUM OF UNDERSTANDING is by and between the BROOME COUNTY PUBLIC LIBRARY and BROOME COUNTY OFFICE OF EMERGENCY MANAGEMENT SERVICES,

WHEREAS, the Broome County Public Library, located at 185 Court Street, Binghamton New York 13905 is owned by the County of Broome with day to day operations; and

WHEREAS, the Broome County Library Trustees (Library) manage the day to day operation of the library pursuant to an agreement between the County of Broome and the Library Board of Trustees dated April 9, 1985; and

WHEREAS, the Broome County Office of Emergency Services (Emergency Services) is a Department within the County of Broome, a municipal corporation of the State of New York, having offices at the Edwin L. Crawford County Office Building, Binghamton, New York 13902; and

WHEREAS, Emergency Services wishes to establish a back-up 911 call center in currently unused space within the Broome County Public Library; and

WHEREAS, the Library wishes to make approximately 1,351 square feet of space, formerly used as a technical services area, available to Emergency Services for use as a back-up 911 call center; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

TERM

This Memorandum of Understanding shall commence on January 1, 2023 and end on December 31, 2024, unless sooner terminated by either party as follows. Either party may terminate this agreement upon thirty days written notice of their intention to terminate the arrangement.

SCOPE OF SERVICES

Emergency Services will utilize a portion of the Broome County Public Library constituting approximately 1,351 square feet of space which was formerly used as a technical services area and as depicted generally as the shaded area in the diagram attached hereto as Exhibit "A" for use as a back-up 911 call center.

Emergency Services will be responsible for the expense and scheduling of all upgrades and/or alterations required for the use of the space as a back-up 911 call center including to any telecommunications, electrical, mechanical and/or infrastructure systems. All such

work shall be subject to prior approval of the Library Director and shall be subject to approval by the appropriate representative from of the County including the Department of Public Works and be subject to any necessary approval process. Emergency Services shall be responsible for supplying, installing and maintaining any supplies necessary to the operation of the back-up 911 center including any furniture, backup power, computer or telecommunication devices. The Library shall have the right to direct the removal or reversal of any such improvements, furnishings, supplies or fixtures upon the termination of this agreement.

Emergency Services will also have an equipment shipping and receiving area and roof top of the library. Access to said equipment will be available 24/7. Additionally, Emergency Services will install and maintain a backup generator located in the rear loading dock area of the Library. Garbage generated by Emergency Services will be removed by Emergency Services to a designated area within the Library as designed by the Library Director. Disposal of garbage will be by the Library.

Emergency Services shall have twenty-four-hour access to all space referenced under this Memorandum as arranged through Broome County Security. Emergency Services shall be responsible for additional Broome County Security expenses necessitated by their use of the space.

As required by federal regulation, the emergency services space shall be locked 24/7 and restricted to entry by emergency services personnel only. The Director of Emergency Services will coordinate with the Director of the Library to arrange for key staff to obtain the necessary clearances to enter the space.

COMPENSATION

The Library shall be compensated for the use of space and services at the rate of \$17,000 per year for 2023 and \$19,000 per year for 2024. Emergency Services must issue its full payment within the first quarter of the year each year. If this agreement is terminated by either party prior to the expiration of a full yearly term then the compensation shall be prorated on a monthly basis.

INSURANCE

Both the Library and Emergency Services are insured by Broome County, a self-insured entity, and agree that all insurance requirements are deemed satisfied.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by the Library and Emergency Services.

BROOME COUNTY PUBLIC LIBRARY

By *JoAnne Hanrahan*

JoAnne Hanrahan
Library Board of Trustees President

Date: 1/9/2023

Resolution 22-517

BROOME COUNTY OFFICE OF
EMERGENCY SERVICES

By _____

Patrick Dewing
Director of Emergency Services

Date: _____

Approved as to form
By *[Signature]*
BROOME COUNTY
ATTORNEY'S OFFICE

Intro No. 45
Date 12/15/22
Reviewed by 16A
Co. Attorney
Date 11/21/22

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2022-517
Date Adopted 12/28/2022
Effective Date 1/3/2023

Sponsored by: Economic Development, Education & Culture and Finance Committees

Seconded by: Hon. Mary A. Kaminsky

RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE BROOME COUNTY PUBLIC LIBRARY AND BROOME COUNTY OFFICE OF EMERGENCY SERVICES FOR 2023-2024

WHEREAS, this County Legislature, by Resolution 56 of 2021, approved a Memorandum of Understanding (MOU) between the Broome County Public Library and the Broome County Office of Emergency Services to establish a back-up 911 call center in approximately 1,351 square feet of unused space within the Broome County Public Library, at an amount not to exceed \$17,000 per year for the period January 1, 2021 through December 31, 2022, and

WHEREAS, said Memorandum of Understanding expires by its terms on December 31, 2022 and it is desired at this time to renew said agreement on substantially similar terms and conditions, for an amount not to exceed \$17,000 per year for 2023 and \$19,000 per year for 2024, for the period January 1, 2023 through December 31, 2024, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves a Memorandum of Understanding between the Broome County Public Library and the Broome County Office of Emergency Services for a back-up 911 call center in approximately 1,351 square feet of space within the Broome County Public Library, for the period January 1, 2023 through December 31, 2024, and be it

FURTHER RESOLVED, that in consideration of said MOU, the Office of Emergency Services shall pay the Broome County Public Library an amount not to exceed \$17,000 per year for 2023 and \$19,000 per year for 2024 for the term of the agreement, and be it

FURTHER RESOLVED, that the revenue hereinabove authorized shall be credited to budget line 40000008.5000312.3150 (Rental Chargeback), and be it

FURTHER RESOLVED, that the County Executive or his duly authorized representative is hereby empowered to execute any such agreements, documents, or papers, approved as to form by the Department of Law, as may be necessary to implement the intent and purpose of this Resolution.

COUNTY OF BROOME)
STATE OF NEW YORK) ss:

I, the undersigned, Deputy Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 28th day of December, 2022, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 29th day of December, 2022.

Date sent to County Executive: December 29, 2022
Approved [Signature]
County Executive
Date 1/3, 2023

[Signature]
Deputy Clerk, County Legislature
County of Broome

Library Peer Support Lounge

Rules of Conduct

In an effort to keep everyone safe, we ask that you agree to the following rules for the shared space.

- Please **fill out the check-in sheet** to notify us of how we can help you!
We will try our hardest to help you in a timely manner.
- Please refrain from standing in front of/around the peers desk to talk, peer staff will meet with you as soon as they're able to.
- **Mutual respect** is expected from all.
- Please refrain from the use of vulgarity and/or profanity.
- Leave outside drama outside.
- Physical violence will not be tolerated and will lead to being banned.
- Verbal, sexual or mental harassment is not allowed.
- We ask that you use names when addressing fellow patrons and staff.
Refrain from the use of terms such as baby, sweetie, honey, etc.
- We ask that there be no drug or alcohol use while in the room to keep all patrons safe. This includes vaping!
- We kindly ask that you **keep coffee/tea mugs in the room**.
- Please respect the furniture and supplies by cleaning up after yourself.
- Stealing from peer support lounge or other patrons may lead to banning.
- Keep phone volume level at a reasonable level.
- Personal items are not to be left behind peer desks or under desks.
- Sleeping patrons will be **woken up every hour** for safety reasons.
- Items left at the end of the day will be placed in the lost and found basket. Phones will be given to the security guard.

Patron Name: _____

Date: _____

Staff Name: _____

Date: _____

County Library

Mission Statement

To educate, entertain, and energize the Broome County Community.

Description

The Library provides information for economic development within the community. Materials in various formats are provided to assist individuals and businesses in effectively responding to the changing marketplace. Special attention is devoted to currency of small business materials.

The Library serves as the gateway to reading and early literacy for children and young adults. Consideration is given to stimulating interest and appreciation of reading through programming and collection development.

The Library is the source of free recreational reading and life-long learning for community residents. Emphasis is placed on providing a broad range of current fiction, non-fiction, and informational support in a variety of formats for all ages and reading levels. Programming classes and collection development tools are employed to meet the needs of this diverse community.

The Library houses a unique group of local history and genealogy materials, joining collections of the Library, Broome County Historical Society, Broome County Historian and City of Binghamton Historian. This allows researchers access to a wide range of materials on the history of the local Broome County area and family histories.

The Library strives to build partnerships with local organizations to better serve the community. The Library partnered with Catholic Charities and the Klee Foundation to provide two peer support counselors that assist in connecting patrons to social service agencies in the area. The Library partnered with the Public Defenders office to create a period pantry that supplies menstrual products for people in the community. The Library is working with the Health Department, Rural Health Network, and the Community Foundation to provide fresh produce to the community. These are just a few examples of community partnerships that the Library has fostered.

2025 Objectives

- Provide valuable research assistance, encourage reading in the community, materials searching support and youth literacy services to Broome County and the Four County Region.
- Provide quality services to the libraries in the Four County Library System.
- Implementation of our 2024-2027 Strategic Plan, based on a community needs assessment.
- Update Library collection for currency and relevancy.
- Continue to collaborate with local educational and non-profit organizations.
- Service groups and summer reading programs for children.
- Continue to obtain grant funding and seek partnerships from outside sources to increase services to the community.

2025 Budget Highlights

- Increased rental revenue, state aid, and city funding.
- Continue improving Library administration through the addition of an Assistant Director position.
- Increase collections budget to account for inflation.
- Improve communication with community through upgrades to the library website and an increase in the advertising and promotion budget.
- Continued resource sharing with the 42 libraries in the Four County Library System.
- Expansion of electronic resource materials.
- Maintain twenty-year-old facility in a safe and aesthetically pleasing manner.

2025 Broome County Library Fee Schedule

Repair for recirculation		Varies
Processing fees	\$	10.00
Lost card		3.00
Returned check fee		20.00
Photocopies		\$0.25/copy
Microfilm Prints		\$0.25/copy
Computer paper (Black & white)		\$0.15/sheet
Computer paper (Color)		\$0.50/sheet

Title of Position	Grade/Unit	2023 Actuals	As of 8/20/24 Current Authorized	2025 Requested	2025 Recommended
<u>Full-Time Positions</u>					
Assistant Library Director II	E Admin II	1	1	1	1
Custodial Supervisor	11 Library	0	0	1	1
Custodial Supervisor	11S Library	0	1	0	0
Librarian I	16 Library	1	1	1	1
Librarian I	16S Library	1	1	1	1
Librarian II	18S Library	2	2	1	1
Librarian III	20S Library	1	1	2	2
Library Assistant	13 Library	1	1	1	1
Library Assistant	13S Library	1	2	3	3
Library Clerk	06 Library	1	0	1	1
Library Clerk	06S Library	2	3	2	2
Library Director III	F Admin II	1	1	1	1
Page	05 Library	1	1	1	1
Principal Library Clerk	12 Library	1	0	0	0
Principal Library Clerk	12S Library	0	1	1	1
Sr Account Clerk	09S Library	1	0	1	0
Sr Library Clerk	08 Library	1	1	1	1
Sr Library Clerk	08S Library	1	1	1	1
		17	18	20	19
<u>Part-Time Positions</u>					
County Historian	CH Misc	1	1	1	1

Broome County Government
D40000008 - County Library
Position Summary Information

Title of Position	Grade/Unit	2023 Actuals	As of 8/20/24 Current Authorized	2025 Requested	2025 Recommended
Custodial Worker	06 Library	1	1	1	1
Custodial Worker	06S Library	3	2	2	2
Dep County Historian	DCH Misc	1	0	0	0
Library Clerk	06S Library	5	6	6	6
		11	10	10	10
Unfunded Positions					
Dep County Historian	DCH Misc	0	1	1	1
Sr Account Clerk	09S Library	0	1	0	0
		0	2	1	1
Total Positions		28	30	31	30

FUND: 3150 - Library Operating
 DEPT: D40000000 - County Library
 DIV: D40000008 - County Library

Account	2023 Actuals	2024 Budget	2024 Budget Amended	2024 YTD Actuals As of 9/13/24	2025 Budget Requested	2025 Budget Recommended	% Change
D40000000 - County Library							
A0000002 - Departmental Income	876,285	941,073	941,073	276,465	955,689	955,689	1.55%
5000100 - LIBRARY COPY FEES	10,922	12,000	12,000	8,350	13,000	13,000	8.33%
5000177 - RENTALS & FEES	7,200	8,500	8,500	3,600	7,200	7,200	(15.29)%
5000189 - OTHER LOCAL GOVERNMENTS	804,328	846,573	846,573	211,643	879,589	879,589	3.90%
5000426 - MISCELLANEOUS	6,835	10,000	10,000	3,872	6,900	6,900	(31.00)%
5000431 - MISCELLANEOUS	-	15,000	15,000	-	-	-	(100.00)%
5000312 - RENTAL CHARGEBACKS	47,000	49,000	49,000	49,000	49,000	49,000	0.00%
A0000003 - Use of Money	44,522	17,500	17,500	44,802	21,000	21,000	20.00%
5000451 - INTEREST AND EARNINGS	43,532	17,500	17,500	44,752	20,000	20,000	14.29%
5000470 - VENDING MACHINE	118	-	-	50	1,000	1,000	-
5000471 - COMMISSIONS	872	-	-	-	-	-	-
A0000007 - Misc Interfund Revenues	1,546,617	1,502,929	1,502,929	1,503,562	1,484,826	1,429,740	(4.87)%
5000530 - REFUNDS OF PRIOR YEARS EXPENDI	3,085	-	-	1,711	-	-	-
5000531 - GIFTS AND DONATIONS	-	500	500	-	300	300	(40.00)%
5000545 - CREDIT CARD REBATES	-	100	100	-	-	-	(100.00)%
5000546 - Trust Account Inflows	1,676	500	500	-	200	200	(60.00)%
5000562 - TRANSFER FROM GENERAL FUND	1,541,707	1,500,059	1,500,059	1,500,059	1,482,411	1,427,325	(4.85)%
5000569 - TRANSFER - DEBT SERVICE FUND	149	1,770	1,770	1,791	1,915	1,915	8.19%
A0000008 - State Aid	86,650	98,690	98,690	67,225	92,000	92,000	(6.78)%
5000808 - OTHER STATE AID	86,650	98,690	98,690	67,225	92,000	92,000	(6.78)%
A0000009 - Federal Aid	370	237	237	154	85	85	(64.14)%
5000952 - ARRA DEBT REIMBURSEMENT	370	237	237	154	85	85	(64.14)%
Rev Total for Div: D40000008	2,554,445	2,560,429	2,560,429	1,892,207	2,553,600	2,498,514	(2.42)%

Broome County Government
Revenue and Appropriation Summary
By Department and Division

Account	2023 Actuals	2024 Budget	2024 Budget Amended	2024 YTD Actuals As of 9/13/24	2025 Budget Requested	2025 Budget Recommended	% Change
A0000010 - Personnel Service	937,344	1,090,580	1,090,580	704,340	1,234,322	1,199,355	9.97%
6001000 - SALARIES FULL-TIME	770,502	920,950	920,950	590,514	1,063,629	1,028,662	11.70%
6001001 - SALARIES PART-TIME	122,685	149,560	149,560	73,546	159,571	159,571	6.69%
6001002 - SALARIES TEMPORARY	32,955	20,070	20,070	36,964	11,122	11,122	(44.59)%
6001003 - SALARIES OVERTIME	11,202	-	-	3,316	-	-	-
A0000040 - Contractual Expenditures	520,783	475,656	475,656	334,864	489,490	489,490	2.91%
6004010 - BOOKS AND SUBSCRIPTIONS	0	-	-	-	-	-	-
6004012 - OFFICE SUPPLIES	2,899	2,000	2,000	2,984	2,060	2,060	3.00%
6004021 - BLDG MAINTENANCE SUPPLIES	643	1,000	1,000	1,296	1,030	1,030	3.00%
6004022 - FUEL AND HEATING SUPPLIES	15,518	26,000	26,000	9,554	22,000	22,000	(15.38)%
6004023 - BLDG AND GROUNDS SUPPLIES	6,360	4,300	4,300	3,867	4,429	4,429	3.00%
6004030 - FOOD AND BEVERAGES	-	100	100	-	-	-	(100.00)%
6004048 - MISC OPERATIONAL SUPPLIES	3,875	5,785	5,785	41	4,000	4,000	(30.86)%
6004055 - COMPUTER SOFTWARE AND SUPPLIES	67,582	70,684	70,684	69,619	72,461	72,461	2.51%
6004056 - COMPUTER EQUIPMENT(NON CAPITAL	2,343	5,000	5,000	311	3,000	3,000	(40.00)%
6004070 - BOOKS ADULT SERVICES	91,287	67,550	67,550	41,669	69,577	69,577	3.00%
6004071 - JUVENILE BOOKS	54,142	54,000	54,000	34,176	55,620	55,620	3.00%
6004073 - SUBSCRIPTIONS	2,351	7,563	7,563	1,401	9,700	9,700	28.26%
6004074 - AUDIOVISUAL MATERIALS	26,414	33,000	33,000	14,853	25,000	25,000	(24.24)%
6004075 - ELECTRONIC ACCESS MATERIALS	36,089	33,650	33,650	40,798	53,450	53,450	58.84%
6004100 - POSTAGE AND FREIGHT	1,945	700	700	1,231	1,400	1,400	100.00%
6004105 - DUES AND MEMBERSHIPS	1,174	1,500	1,500	1,288	1,500	1,500	0.00%
6004112 - BLDG GROUNDS AND EQUIP REPAIR	2,796	2,060	2,060	3,209	3,000	3,000	45.63%
6004113 - WATER AND SEWAGE CHARGES	2,976	3,200	3,200	2,120	3,200	3,200	0.00%
6004115 - ELECTRIC CURRENT	56,940	48,000	48,000	42,251	60,000	60,000	25.00%

Account	2023 Actuals	2024 Budget	2024 Budget Amended	2024 YTD Actuals As of 9/13/24	2025 Budget Requested	2025 Budget Recommended	% Change
6004117 - BUILDING AND GROUNDS EXPENSES	42,123	42,807	42,807	25,610	42,244	42,244	(1.32)%
6004136 - OPERATIONAL EQUIPMENT REPAIRS	31,548	3,000	3,000	-	3,090	3,090	3.00%
6004137 - ADVERTISING AND PROMOTION EXPE	1,393	3,000	3,000	1,123	3,000	3,000	0.00%
6004138 - OTHER OPERATIONAL EXPENSES	29,353	16,000	16,000	15,839	20,000	20,000	25.00%
6004139 - Trust Account Outflows	16,314	-	-	-	-	-	-
6004147 - OTHER PROGRAM EXPENSE	450	15,000	15,000	300	-	-	(100.00)%
6004160 - MILEAGE AND PARKING-LOCAL	998	700	700	348	700	700	0.00%
6004161 - TRAVEL HOTEL AND MEALS	3,642	2,000	2,000	169	2,000	2,000	0.00%
6004162 - EDUCATION AND TRAINING	2,655	2,000	2,000	2,082	2,000	2,000	0.00%
6004165 - ADVISORY BD/TRUSTEES EXPENSES	-	175	175	-	-	-	(100.00)%
6004193 - HARDWARE MAINTENANCE	5,340	8,610	8,610	2,800	9,025	9,025	4.82%
6004196 - COPYING MACHINE RENTALS	5,735	7,000	7,000	13,477	10,000	10,000	42.86%
6004504 - OTHER FINANCIAL SERVICES	19	12	12	8	4	4	(66.67)%
6004573 - OTHER FEES FOR SERVICES	5,878	9,260	9,260	2,439	6,000	6,000	(35.21)%
A0000041 - Chargeback Expenses	286,893	200,201	200,201	94,696	220,165	220,165	9.97%
6004602 - INSURANCE PREMIUM CHARGEBACK	21,274	26,181	26,181	13,091	26,606	26,606	1.62%
6004604 - DPW SECURITY CHARGEBACKS	103,178	105,991	105,991	52,996	125,080	125,080	18.01%
6004606 - TELEPHONE BILLING ACCOUNT	5,733	5,963	5,963	2,981	5,882	5,882	(1.36)%
6004609 - DATA PROCESSING CHARGEBACKS	53,523	56,892	56,892	23,129	57,499	57,499	1.07%
6004617 - DUPLICATING/PRINTING CHARGEBAC	116	166	166	-	92	92	(44.58)%
6004618 - OFFICE SUPPLIES CHARGEBACK	3	8	8	-	6	6	(25.00)%
6004619 - BUILDING SERVICE CHARGEBACK	5,000	5,000	5,000	2,500	5,000	5,000	0.00%
6004634 - Indirect Costs - Excess of Bud	98,067	-	-	-	-	-	-
A0000060 - Principal on Indebtedness	54,160	54,427	54,427	54,427	74,700	74,700	37.25%
6006000 - PRINCIPAL ON SERIAL BONDS	6,582	6,849	6,849	6,849	7,123	7,123	4.00%
6006001 - PRINCIPAL ON BANS	47,578	47,578	47,578	47,578	67,577	67,577	42.03%
A0000070 - Interest on Indebtedness	5,857	8,220	8,220	8,007	11,135	11,135	35.46%
6007000 - INTEREST ON SERIAL BONDS	1,027	628	628	416	212	212	(66.24)%

Broome County Government
Revenue and Appropriation Summary
By Department and Division

Account	2023 Actuals	2024 Budget	2024 Budget Amended	2024 YTD Actuals As of 9/13/24	2025 Budget Requested	2025 Budget Recommended	% Change
6007001 - INTEREST ON BANS	4,829	7,592	7,592	7,591	10,923	10,923	43.88%
A0000080 - Employee Benefits	629,538	731,345	731,345	451,668	773,788	753,669	3.05%
6008001 - STATE RETIREMENT	88,845	136,887	136,887	83,256	157,845	152,059	11.08%
6008014 - NYS ERS VDC EXPENSE	6,830	6,967	6,967	4,654	7,176	7,385	6.00%
6008002 - SOCIAL SECURITY	69,896	82,514	82,514	51,667	94,426	91,751	11.19%
6008004 - WORKERS COMPENSATION	5,808	6,304	6,304	3,152	6,889	6,889	9.28%
6008006 - LIFE INSURANCE	78	285	285	62	200	190	(33.33)%
6008007 - HEALTH INSURANCE	113,352	143,359	143,359	89,596	175,597	163,740	14.22%
6008009 - RETIREE HEALTH INSURANCE	343,240	351,529	351,529	219,282	328,156	328,156	(6.65)%
6008013 - HEALTH INS - RETIRE INCENTIVE	1,488	-	-	-	-	-	-
6008012 - EMPLOYEE TUITION REIMBURSEMENT	-	3,500	3,500	-	3,500	3,500	0.00%
Exp Total for Div: D40000008	2,434,574	2,560,429	2,560,429	1,648,002	2,803,600	2,748,514	7.35%
Total for Div: D40000000	119,871	0	0	244,205	-250,000	-250,000	-



Houston Harbaugh

ATTORNEYS AT LAW

WRITER'S DIRECT DIAL:
412-288-2226
odonnellba@hh-law.com

September 26, 2024

VIA CERTIFIED U.S. MAIL:

Broome County Public Library
c/o Kate Miller-Corcoran, President, Board of Trustees
185 Court Street
Binghamton, NY 13901

RE: Potential oil and gas dispute with Olympus Energy, LLC
(Plum Borough, Allegheny County, Pennsylvania – 25 acres)

Dear Ms. Miller-Corcoran:

The Pennsylvania Rules of Professional Conduct require me to confirm in writing the terms of this firm's engagement with all new clients. Therefore, this letter sets forth the terms of engagement between Broome County Public Library and Houston Harbaugh.

Houston Harbaugh is being retained to assist and litigate an oil and gas ownership and royalty non-payment dispute involving Block and Lot Numbers 0848-S-00075-0000-00, 0848-S-00084-0000-00 and 0848-M-00135-0000-00 in Plum Borough, Allegheny County, Pennsylvania. This retention will include acting as lead litigation counsel for Broome County Public Library.

You will be billed monthly for the time expended and any costs advanced or expenses incurred by Houston Harbaugh, such as filing fees, photocopy and/or printing charges, telephone, facsimile and travel expenses. Houston Harbaugh will use paralegals and lawyers with appropriate experience to complete the underlying work in a prompt and efficient manner. I will be the attorney primarily responsible for this matter and my hourly rate is currently \$310.00.

You have the right to terminate our engagement at any time. Houston Harbaugh also has the right, subject to our responsibilities under applicable ethical rules, to terminate our engagement by giving you written notice of such termination. If our relationship is terminated by either of us, you will remain obligated to pay Houston Harbaugh in full for our past services and for costs and expenses in accordance with the terms of this letter.

Houston Harbaugh reserves the right to terminate our attorney/client relationship for the nonpayment of fees or costs. Billing and fee arrangements, including the fee for any response to an auditor's request for information, are more fully explained on the attached Appendix.

Three Gateway Center • 401 Liberty Avenue 22nd Floor • Pittsburgh PA 15222-1005

Phone 412.281.5060 • Fax 412.281.4499 • www.hh-law.com

It is Houston Harbaugh's practice to communicate by e-mail where it is practical and appropriate. If at any time you provide us with an e-mail address, or contact us by email, we will assume that you are agreeable to this form of communication.

It is my understanding that a joint litigation agreement exists between the Broome County Public Library and other entities that would be plaintiffs in the contemplated lawsuit involving the tracts listed above. After the Library's agreement to this Engagement, we will evaluate and circulate the necessary documents to ensure that there is appropriate agreement for the joint prosecution of this matter between the Library and other entities, and also to address billing issues. For litigation our firm requires a retainer of \$7,500.00. We will bill against that retainer and ask that it be replenished when the amount in the retainer is below \$3,750.00. Any unused retainer sums will be returned at the conclusion of the representation. This retainer may be funded jointly between the Library and other clients who are jointly pursuing this matter.

If the terms and conditions outlined in this letter are acceptable, please sign the enclosed duplicate of this letter and return it to me in the envelope provided as soon as possible. Houston Harbaugh cannot begin work on your behalf until we receive the signed engagement letter.

If you have any questions with regard to this letter, please do not hesitate to contact me.

Very truly yours,



Brendan A. O'Donnell

BAO/cam
Enclosure

I acknowledge and understand the terms and conditions, as set forth above, regarding the legal services to be rendered, and my signature, consent to such representations.

Kate Miller-Corcoran, President,
Board of Trustees

Date

Appendix
to
Houston Harbaugh Engagement Letter
With
Broome County Public Library

Understanding. We are pleased to have the opportunity to serve you. Our aim is to provide the highest quality and most efficient legal services possible. The Pennsylvania Rules of Professional Conduct govern the conduct of all attorneys practicing law in this state. Rule 1.5 requires that the basis or rate of fees to be charged must be communicated in writing to a new client. Experience has shown that our relationship will be stronger if we start it with a mutual understanding about fees and their payment. Unless our engagement letter alters these arrangements, we will assume that these terms are acceptable to you and that they will also apply to future matters on which we can be of service to you.

Fees. Our fees will be based primarily on the amount of time spent by lawyers, paralegals, and in some instances by law clerks, subject to certain adjustments. Each lawyer and paralegal in our firm has an hourly billing rate, and the rate times the number of hours spent on a project is the initial basis for determining our fee. We may, however, adjust the charge downward or upward based on other factors such as the novelty or complexity of the issues and problems encountered, the extent of the responsibility involved, the results achieved, the efficiency of our work, the customary fees for similar legal services, and other factors which will enable us to arrive at a fair fee.

Our current normal hourly rates range from \$215 to \$525 per hour, depending primarily on the particular lawyer's experience and expertise. Our general schedule of rates is usually revised once a year.

Audit Letter Fee/Responses to Auditors' Requests. When responding to any requests from your auditors for information, we will strictly conform to the American Bar Association Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (December 1975), and the accompanying Commentary which is an integral part of the Statement, which was negotiated between the ABA and the American Institute of Certified Public Accountants. Opinions predicting the outcome of litigation will only be provided when the outcome can be characterized as "probable" or "remote" (as those terms are defined in the ABA Statement). The minimum charge for an audit letter is \$500.00.

Work Assignments. The lawyer you deal with primarily may assign parts of your work to other lawyers or other personnel in the office under his or her supervision, and may use other firm lawyers where specialized help is needed. The supervising lawyer will continue to be responsible to you for the entire assignment, however, and will be available to discuss the use of other personnel with you. It is our practice to assign tasks among lawyers, paralegals and law clerks in such a way as to produce the highest quality of work at reasonable expense to you.

Disbursements On Your Account. Statements will normally be rendered monthly for work done in the previous month, covering and identifying services rendered as well as disbursements and other charges. These disbursements and charges include items incurred and paid for by us on your behalf such as telephone charges, postage, delivery charges, facsimile charges, travel, document reproduction, and use of other service providers such as printers or experts, if needed. In litigated matters, we include payments we must make for process servers, court reporters, witness fees and so on. We also make separate charges for the use of "Westlaw" which consists of computerized legal research systems that in our experience significantly reduce lawyer research time.

Payment. Unless other arrangements are made before commencement of work payment will be due upon receipt of our statement. If we do not receive comment about the statement within 30 days of the statement date, we

will assume you have reviewed the bill and find it acceptable. We may request a retainer prior to the commencement of work. We also reserve the right to modify the retainer if the scope of work changes. Payment should be made in U.S. dollars, in checks or draft payable to "Houston Harbaugh, P.C." If any of our statements remain unpaid for more than 45 days, we may, consistent with our ethical obligations and judicial requirements, cease performing services for you until arrangements satisfactory to us have been made for payment of arrearages and prospective future fees.

Delinquent Accounts. Should an account become delinquent, the firm has collection procedures which it will follow to ensure that the account is paid promptly.

Change of Client Address/Contact. It is important that we maintain a current address for you at all times. Please notify us promptly of any address change or change in contact individual. Even following the completion of requested services and our engagement, there may be a need to contact you in order to help maintain your rights. In that event, a mailing sent to the last address and individual of record will be considered adequate notice.

Timely Information. In the course of our representation, we will be asking you for information and/or instructions from time to time. It is important that we receive your response in a timely manner, i.e., well in advance of an impending deadline. We reserve the right to decline additional work if instructions are not timely, and to withdraw from representation altogether if this practice persists.

Notification of Significant Transactions. If you affiliate with, acquire, are acquired by or merge with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of the firm to represent the new entity.

Post-Engagement Matters. You are engaging the firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

Advice about Possible Outcomes. Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

Estimates. As we have discussed, the fees and costs relating to this matter are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed represents only an estimate of such fees and costs. It is also expressly understood that the obligation to pay the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

Responding to Subpoenas and Other Requests for Information. In the event we are required to respond to a subpoena or other formal request from a third party or a governmental agency for our records or other information relating to services we have performed for you, or to testify by deposition or otherwise concerning such services, we will first consult with you as to whether you wish to supply the information demanded or assert your attorney-client privilege to the extent you may properly do so. It is understood that you will reimburse us for our time and expense incurred in responding to any such demand, including, but not limited to, time and expense incurred in search and photocopying costs, reviewing documents, appearing at depositions or hearings, and otherwise litigating issues raised by the request.

Termination of Representation; Retention and Disposition of Documents. You may terminate our representation at any time. We may terminate our representation of you for any reason consistent with the applicable rules of professional conduct, including nonpayment of fees or a delay of more than ten days in the payment of any required retainer. Unless previously terminated, our representation will terminate upon our sending to you our final statement for services rendered. Following such termination, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. When a file's retention period has expired, you will be notified and given the opportunity to request the file. If you do not request the file, we will accomplish any destruction or disposition in a manner intended to preserve the confidential and secret nature of the contents of the file.

You will be responsible for our fees for services and expenses incurred prior to termination, including those incurred in transferring any matters to your new counsel. In the event of any termination of our representation, you acknowledge our right to retain all files and other documents relating to matters as to which we are then or have previously represented you as a lien pending our receipt of payment in full for our services and disbursements. Subject to the foregoing, for various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time, whether during or after the termination of the engagement.

Questions. If you have questions about any aspect of our arrangements or our statements from time to time, feel entirely free to raise those questions. It is important that we proceed on a mutually clear and satisfactory basis in our work for you. We are open to discussion of all of these matters, including the amount of our statements, and we encourage you to be frank about them.

January, 2023

Engagement Letter

From Kathryn A. Donnelly <KDonnelly@lgtlegal.com>

Date Wed 10/9/2024 2:58 PM

To Bartram, Josias K. <Josias.Bartram@broomecountyny.gov>

You don't often get email from kdonnelly@lgtlegal.com. [Learn why this is important](#)

Good afternoon, just to confirm, I heard from attorney O'Donnell who agreed that the litigation agreement remains in place as to the fees – namely that you won't pay any fees unless you are awarded royalties. Please let me know if you have any questions. Thanks

Kathryn A. Donnelly

Attorney - Special Counsel

Levene Gouldin & Thompson, LLP

450 Plaza Drive, Vestal, NY 13850

Phone: 607.584.5607

Fax: 607.763.9211

Email: KDonnelly@lgtlegal.com

Website: www.lgtlegal.com



CONFIDENTIALITY STATEMENT

This message may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient of this message, please destroy it and notify the sender.

⚠ CAUTION: This email originated from outside the organization. BE SUSPICIOUS of any links in the email. If this email is asking for something unusual, do not reply to the email. Contact the sender through another method, or contact Broome County IT for help.

JOINT LITIGATION AGREEMENT

This Joint Litigation Agreement (“Agreement”) is made effective as of the ___ day of _____, 2021, by and among the **Broome County Public Library Trust Fund** (“LIBRARY”) with offices at 185 Court Street, Binghamton, New York 13905, The **Broome County Office for Aging Meals-on-Wheels Program** (“MOW”) with offices at 60 Hawley Street, Binghamton, NY 13901, **United Methodist Homes Foundation** (“UMH”) with offices at 10 Acre Place, Binghamton, NY 13904, and **NYSARC Inc., Broome-Chenango-Tioga Counties Chapter dba ACHIEVE** (“ACHIEVE”) with offices at 4733 Vestal Parkway East, Vestal, NY 13850. Each of the LIBRARY, MOW, UMH and ACHIEVE are hereinafter sometimes referred to as a “party” and collectively hereinafter as the “parties”.

WHEREAS, the parties have all been named as beneficiaries (each party is hereinafter sometimes called a “Beneficiary” and the parties are hereinafter sometimes collectively called the “Beneficiaries”) in the Last Will and Testament of Florence M. Ostrosky dated September 25, 1997 and duly admitted to probate in the Broome County Surrogate’s Court with Letters Testamentary issued to Joseph Buran on January 31, 2000, but said Letters Testamentary are no longer in effect; and

WHEREAS, the Beneficiaries’ respective shares of the residuary estate of Florence M. Ostrosky are as follows: UMH as to a fifty (50%) percent interest, the LIBRARY as to a twenty-five (25%) percent interest, MOW as to a fifteen (15%) percent interest, and ACHIEVE as to a ten (10%) percent interest; and

WHEREAS, the Beneficiaries have been notified that the Estate of Florence M. Ostrosky (“Estate”) may have a one-half (1/2) interest in 25+/- acres of coal, oil and gas (the “Mineral Estate”), located in the borough of Plum, Allegheny County, Pennsylvania (“Premises”); and

WHEREAS, Olympus Energy LLC has entered into non-surface paid-up oil and gas leases (each a “Lease” and collectively the “Leases”) with each of the Beneficiaries; and

WHEREAS, the owners of the surface estates of the Premises have claimed title to the Mineral Estate underlying the Premises; and

WHEREAS, in order for the Beneficiaries to receive royalties and other consideration under the Leases, a “quiet title” action must be successfully prosecuted in a court with jurisdiction in the Commonwealth of Pennsylvania; and

WHEREAS, UMH has agreed to pay the legal fees, costs and expenses (up to \$20,000.00) associated with prosecuting a “quiet title” action to resolve the ownership interests of the Mineral Estate (the “Litigation”) but only so long as the other Beneficiaries agree that if the Litigation is successful that each of the Beneficiaries will reimburse UMH for the Litigation costs in proportion to their share of the residuary estate (ie., LIBRARY would reimburse UMH for 25%, MOW would reimburse UMH for 15%, ACHIEVE would reimburse UMH for 10% and UMH would be responsible for the remaining 50%)

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Beneficiaries do mutually agree as

follows:

1. The “whereas” clauses above in this Agreement are incorporated into this Agreement as if they were set forth herein in full.
2. The Beneficiaries agree that UMH may engage legal counsel of its choosing in order to commence and prosecute the Litigation in a court of competent jurisdiction in Allegheny County, Pennsylvania (“Court”); and, shall take the lead in directing the course of the Litigation on behalf of all Beneficiaries.
3. The Beneficiaries agree that UMH may pay an amount up to Twenty Thousand Dollars (\$20,000.00) for the legal fees, costs and expenses of the Litigation (collectively the “Costs”), and if the Litigation is Successful (as below defined) that all Beneficiaries shall pay their respective share of the Costs. Notwithstanding anything herein to the contrary, if the Litigation Costs exceed Twenty Thousand Dollars (\$20,000.00), the Beneficiaries may choose to amend this Agreement, in each of their sole and absolute discretion, to continue the Litigation and increase the amount of the Costs that each Beneficiary shall be responsible for.
4. The Beneficiaries agree that the Litigation will be considered successful (“Successful”) if there is a judicial determination by the Court that the Beneficiaries own the Mineral Estate (the “Court Order”).
5. Within thirty (30) days of receipt of the Court Order each Beneficiary shall reimburse UMH for the Costs of the Litigation in proportion to their share of the Mineral Estate as follows: (i) Library will reimburse UMH 25% of the Costs, MOW will reimburse UMH 15% of the Costs, and ACHIEVE will reimburse UMH 10% of the Costs. For the avoidance of doubt, UMH’s share of the Costs is 50%. If however the Court should make a determination adverse to the Beneficiaries with respect to the Mineral Estate (the “Adverse Determination”) then no reimbursement of Costs shall be required unless there is a successful appeal by one or more Beneficiaries. Each party has the right to decide whether it will be involved in any appeal of an Adverse Determination, but such party’s decision will not prevent any other party from appealing an Adverse Determination. Within ten (10) days of any Adverse Determination, each party shall provide notice to Levene Gouldin & Thompson, LLP (“LGT”) and all of the other parties whether or not each party will participate in an appeal of any Adverse Determination. Within thirty (30) days of any successful appeal of an Adverse Determination, all Beneficiaries shall reimburse UMH for the Costs of the Litigation in accordance with the first sentence of this paragraph 5.
6. All of the Beneficiaries will be named parties as petitioners in the Litigation, shall be listed as being represented by UMH’s legal counsel, and all Beneficiaries shall cooperate in sharing with the other Beneficiaries and legal counsel for UMH any and all information each Beneficiary may have that is necessary or helpful to the Litigation, and execute any documents necessary for the prosecution of the Litigation.
7. “Joint Information” shall refer to all information and materials in the Litigation shared between or among the parties to this Agreement or shared with legal counsel for UMH, including without limitation witness statements and interview summaries, memoranda of law, factual summaries, title reports, investigative reports, expert or consultant reports, transcript digests, documents, legal strategies, unless the information shared between parties is expressly

designated in writing as being shared other than pursuant to this Agreement.

8. The parties intend, understand, and agree that the existence of this Agreement, the fact that Joint Information has been communicated or transmitted between parties to this Agreement, and all Joint Information shall remain confidential and protected from disclosure to any third party (a person or entity not a signatory to this Agreement) by each party's and attorney's work-product doctrine, and the common-interest doctrine. No sharing of information under this Agreement shall be deemed to be a waiver of any applicable privilege, doctrine, or rule of production or discovery.
9. To further the mutual interests of the Beneficiaries, the parties agree to share and exchange, as each party deems appropriate, given their unique interests and concerns, Joint Information for the limited and restricted purpose of assisting attorneys in protecting the rights and interests of their respective, individual clients. It shall be presumed that materials exchanged between the parties are exchanged pursuant to this Agreement unless the contrary is explicit and in writing. The parties confirm that materials coming within the definition of Joint Information shared by the parties prior to the date of this Agreement relating to the Litigation fall within the purview of this Agreement. Upon request of any party who contributed Joint Information, the parties agree to promptly return all such materials received by such party to the party or attorney who contributed such material, including copies or summaries or excerpts of the same.
10. Each party agrees not to reveal Joint Information to any third party (a person or entity not a signatory to this Agreement), except as follows:
 - (a) A party receiving Joint Information may communicate that same information to a third party (a person or entity not a signatory to this Agreement) with advance, written consent of all parties.
 - (b) A party receiving Joint Information shall not be deemed to be in breach of this Agreement if that party communicates information because required to do so by (i) state or federal statute, administrative regulation or case law designating particular information as subject to public access or disclosure; or (ii) order of a court of competent jurisdiction or administrative officer with authority to order release of the information. Each party agrees that if it receives any summons, subpoena, order, or similar process, or request to produce information or materials which includes information or material received under this Agreement, it will immediately notify all other parties and provide not less than ten (10) days' notice before production, in order to permit other parties to intervene.
 - (c) UMH's legal counsel may disclose Joint Information in connection with the prosecution of the Litigation.
11. Each party signing this Agreement understands and acknowledges that the party is represented exclusively by the party's own attorney, with the exception that LGT will be representing all Beneficiaries' interests in the Litigation. This Agreement itself does not and is not intended to create any attorney-client relationship between a party and any other party's attorney.
12. Each party to this Agreement understands and agrees that information obtained independently of Joint Information may be used by any party without consent of any party.
13. The Beneficiaries agree that their interests are generally consistent but they recognize and understand that differences may exist or become evident during the course of the Litigation. Notwithstanding these possibilities, and the potential for conflicts of interest, the Beneficiaries

have determined that it is in their individual and mutual interests for UMH's counsel to represent them jointly in connection with the Litigation. The Beneficiaries agree to waive any conflict of interest arising out of, and that they will not object to, the representation of each party as described herein. The Beneficiaries acknowledge that the potential and actual conflicts arising out of joint representation have been explained to them by their own separate, independent attorneys, that they understand such conflicts, and that to the extent such conflicts are waivable, they are waived. In the event that actual or potential conflicts of interest arise which would render it inappropriate for one law firm to jointly represent the Beneficiaries, the parties agree that counsel for UMH may continue to separately represent UMH and all other parties will obtain separate counsel. The parties agree that if a dispute arises between them, they will not seek to disqualify UMH's counsel in the Litigation. Notwithstanding anything to the contrary in this Agreement, all parties understand and agree as follows:

- (a) That LGT is UMH's counsel and shall be the attorneys who initiate and maintain the Litigation on behalf of all Beneficiaries;
- (b) That each party is advised that if LGT decides that there has been an irretrievable breakdown in the relationship between any of the parties and/or any party and LGT, or a material breach of the terms of this Agreement, the parties agree that LGT may withdraw its representation, in its sole discretion;
- (c) That LGT may be required, as the attorneys of record, to certify court papers submitted by the parties which contain statements of fact, and specifically to certify that LGT is aware of no inaccuracies in the court submission. Accordingly, each party agrees to provide LGT with complete and accurate information which forms the basis of court papers and, if requested, to certify in writing to LGT, prior to the time the papers are actually submitted to the Court, the accuracy of the court submissions which LGT prepares on behalf of all parties and which all parties shall review and sign;
- (d) It is specifically acknowledged by each party that LGT has made no representations to any party, express or implied, concerning the outcome of any matter for which LGT has been retained. Each party further acknowledges that LGT has not guaranteed and cannot guarantee the success of any action taken by LGT during the course of our representation of all parties in the Litigation; and,
- (e) That the expectation of confidentiality in connection with electronic communications may be jeopardized if any party communicates with LGT: (a) on any device provided by any employer or any computer, smart phone, or other device that is shared with someone else; or (b) through the use of any work email address or a shared email account. Therefore, each party acknowledges that LGT has strongly advised that any and all electronic communications be conducted through a private email account that is password protected and only accessed from an appropriate smart phone, computer or other device. Each party acknowledges that should any party feel the need for enhanced security protection, it is important that such party advise LGT at the beginning of, or at any time during, the Litigation whether such additional security measures, such as encryption, should be utilized in LGT's correspondence with such party, or whether electronic communications should be used at all.

14. Each party to this Agreement confirms that its separate, independent, attorney has carefully explained the provisions of this Agreement to such party.

15. Each party to this Agreement has the full right, power and authority to enter into the

transactions contemplated under this Agreement; and, the execution and delivery by each party of this Agreement and the performance of each party's obligations under this Agreement have been duly authorized by all requisite action of each party. This Agreement constitutes a legal, valid and binding obligation and agreement of each party, enforceable in accordance with its terms.

16. Each party to this Agreement has the right to terminate its participation at any time, at its discretion without any stated reason. Upon withdrawal, the withdrawing party shall and the withdrawing party shall cause its attorney to, upon request, return all Joint Material to the respective attorneys or parties who contributed such material, including copies or summaries or excerpts of the same. Withdrawal from this Agreement shall not operate as a waiver or authorize violation of this Agreement. A withdrawing party remains bound to maintain the confidentiality of information received under this Agreement. A withdrawing party also remains obligated for its share of the Litigation Costs that accrued up to the date of such withdrawal, provided that the Court Order is obtained.
17. The parties recognize and agree that facts and other communications not otherwise privileged from disclosure shall not gain any privilege simply because such facts and other information may be shared in a joint communication.
18. This Agreement shall not create any agency or similar relationship among the parties. No party shall have the authority to waive any applicable privilege or doctrine on behalf of any other party. Nor shall any waiver of any applicable privilege or doctrine by the conduct of any party be construed to apply to any other party.
19. This Agreement constitutes the entire agreement between the parties. Any prior agreements, understandings, or representations among the parties regarding the subject matter of this Agreement are superseded by this Agreement. No amendments or modifications to this Agreement shall be binding unless they are in writing and signed by all parties, including amendments or modifications adding other parties to this Agreement.
20. This Agreement shall not be subject to abrogation by any assign or successor in interest to any party, nor shall such assign or successor in interest waive any privilege or doctrine with regard to Joint Information received pursuant to this Agreement. This Agreement shall bind and inure to the benefit of each of the parties, and their successors and assigns.
21. Each party represents it understands both the benefits to be gained by participation in this Agreement, and the potential detriments, and each party below has determined, with the full advice of their respective attorney, that the potential benefits from this Agreement outweigh the potential detriments.
22. In the event that any provision(s) of this Agreement shall be held by any court of competent jurisdiction to be illegal, void, or unenforceable, the illegality or unenforceability of such provision(s) shall neither affect nor impair the enforceability of any other provision of this Agreement.
23. This Agreement shall be construed and enforced in accordance with, and be governed by, the laws of the State of New York.

24. This Agreement, together with all amendments thereto, to the extent signed and delivered by means of electronic mail transmission, facsimile or in portable document format (".pdf"), shall be treated in all manner and respects as an original Agreement and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first set forth above.

BROOME COUNTY LIBRARY TRUST FUND

By: _____
Josias Bartram, Library Director

**BROOME COUNTY OFFICE FOR AGING
MEALS-ON-WHEELS PROGRAM**

By: _____
Mary Whitcomb, Executive Director

UNITED METHODIST HOMES FOUNDATION

By: _____
Edwin G. Betz, Chairman

By: _____
Joseph B. Coons, Trustee

**NYSAR INC., BROOME-CHENANGO-TIOGA
COUNTIES CHAPTER d/b/a ACHIEVE**

By: _____
Amy Howard, Chief Executive Officer