This Memorandum of Understanding ("MOU") is entered into by and between the Village of Brockport ("Brockport"), the Town of Clarkson, ("Clarkson"), the Town of Sweden, ("Sweden", and the foregoing parties are referred to individually as a "Municipality" and collectively as the "Municipalities") and the Seymour Library (the “Library”, and all of the foregoing parties are hereinafter referred to collectively as the “Parties”).

WHEREAS it is the stated purpose of the Parties to ensure the stability, sustainability and long-term fiscal health of the Library (the “Common Purpose”); and

WHEREAS the parties have engaged in a process since early 2018 to evaluate the current operational and fiscal status of the Library, including through the joint commissioning by the Municipalities of a feasibility study performed by the Bonadio Group; and

WHEREAS said feasibility study culminated in the production and release of the Seymour Library Feasibility Study (the “Bonadio Report”); and

WHEREAS the Bonadio Report made many recommendations for improving the operational and fiscal status of the Library; and

WHEREAS in light of the Bonadio Report, the Parties are desirous of adjusting and confirming their roles and responsibilities with respect to one another in a joint effort to achieve the Common Purpose.

NOW, THEREFORE, the parties do hereby agree as follows:

PURPOSE

The purposes of this MOU are:

1. To provide a general framework for amending or replacing the Seymour Library Joint Operating Agreement, last dated September 26, 2017 (the “Agreement”) (the municipal and Library attorneys will decide on whether an amendment or replacement of the Agreement is necessary); and
2. To provide a structure for the creation of a lease (the “Lease”) for the real property owned by the Municipalities and used for the Library’s operations, located at 161 East Avenue, Brockport (T/Clarkson), New York 14420 (the “Property”).

After the ratification hereof, it is the Parties’ intention to provide this MOU to their respective legal counsels who will use it to collaborate in the drafting of the Lease and an amendment to the Agreement. Each of the Parties will then review said documents, and once all of the Parties have agreed in principle upon the contents thereof, the Parties will demonstrate their approval by formal resolutions. While the drafting of such documents will certainly entail additional negotiations and the development of additional terms, it is the Parties’ sincere intention to abide by the text and spirit of this MOU in all such future efforts.

ROLES AND RESPONSIBILITIES OF THE PARTIES

The Parties agree as to Library operations and finances:

1. The Library will regularly provide data regarding its operations to the Municipalities.
   a. The Library will use its long-range plan and data to prioritize, select and develop programs that meet community needs, including without limitation, literacy and lifelong learning.
   b. The Library will develop its desired outcomes during the triennial strategic planning process, while recognizing that outcomes may evolve throughout the plan’s duration.
   c. The Library will include metrics for evaluating programs in the monthly Board of Trustees minutes and the minutes will be e-mailed to the Municipalities and posited on the Library’s website monthly. On an annual basis the Library will update trends on annual Circulation, Door Count, Annual Library Hours, ILL (Borrowed), ILL (Lending), Programs, Program Attendance, Computer Sessions Logins, Meeting Room Requests, Display & Exhibit Requests.
   d. Such reporting for programming will include the goal(s) for each program, as well as the number of participants. Patron level of satisfaction, as determined empirically, will be recorded; for repeating programs held multiple times per week or month, sampling may be used.

2. The Library will regularly provide financial information on its operations to the Municipalities.
   a. The Library’s Financial Committee will provide to the Library Trustees and the Municipalities on a monthly basis a comprehensive financial reporting package, including, but not limited to, a month end balance sheet, statement of revenues and expenditures, and statement of cash flows, and, at least annually, long-term financial forecasts.
b. As part of its budget presentation to the Municipalities each year, the Library will
detail its fundraising efforts, and will provide a breakdown of its fee structure for
any charged-for services.

c. The Library will make every effort to ensure that the budget it presents to the
Municipalities each year is both balanced, and within the so-called “2% Real
Property Tax Cap” mandated by the State of New York. In truly exceptional
circumstances, the Library may make budgetary requests in excess of said Tax
Cap, but it will provide compelling justification to the Municipalities, and any
such budgetary increases shall be within the sole and absolute discretion of each
Municipality.

d. The Library’s Finance Officer and the Finance Committee will directly and
actively oversee the Library’s financial planning, accounting and reporting.

e. The Library will be audited for the year 2020 and as often as required by New
York State Law thereafter. If an audit is not performed annually, then the Library
shall at least provide a compilation or its AUD to the Municipalities on an annual
basis.

3. The Municipalities will immediately appoint a Treasurer to assume control of the
finances of the Library in accordance with New York State Education Law §259.

   a. The supervisors for the Towns of Clarkson and Sweden, and the treasurer for the
      Village of Brockport, are the financial officers named in the applicable statute to
      act as the Library’s Treasurer, and the Municipalities have agreed to employ a
      qualified accountant to assist with the work to be done, with the appropriate
      municipal official providing oversight.

   b. The Parties agree that, effective immediately, the Treasurer shall serve for a two
      (2) year rotating period, with Clarkson occupying the position for the first two (2)
      years, followed by Sweden and last Brockport (Education Law §259(2)).

   c. The Treasurer shall maintain a separate Library fund as per Education Law
      §259(3). The Parties agree that all municipal contributions to the Library and
      other monies belonging to the Library must be put into this fund and all Library
      expenses paid from it. As provided for in the statute, the Library shall only retain
      possession of “petty cash”, as detailed in Education Law §§259(3) and (4).

   d. Per Education Law §259(1)(a), on a monthly basis, the Library will generate and
      approve vouchers to be given to the accountant. The accountant will then be
      responsible for producing a monthly report and paying the vouchers/bills,
      including payroll, but only after receiving approval from the Treasurer.

   e. The costs related to the Treasurer position shall be paid at least annually from the
      Library’s funds as provided for in Education Law §259(2).

4. To improve the collaboration between the Municipalities and the Library.
a. The Library’s organizational structure will be shared with the Municipalities as often as it changes, but not less than annually.

b. A Library Trustee from each Municipality will attend their appointing Municipality’s board meeting on at least a quarterly basis, with frequency to be determined by the Municipality to provide a verbal and or written report, to answer any questions from the Municipal Board, and to receive input from the Municipal Board.

c. Each Municipality may, at its option, also appoint a liaison to the Library from its Municipal Board, and the Library agrees to allow such liaison to attend any and all meetings of the Library Board, except as prohibited by law. The role of the liaison is to serve as an observer and to bridge communication between the library board and their respective municipality. Each Library Board meeting agenda will include an agenda item of Municipal Liaisons.

d. The Library will create and provide a triennial strategic plan to the Municipalities in January of 2020, and will continue to regularly develop and update such plans every three (3) years. Each time such a plan is created or updated, a copy shall be promptly provided to the Municipalities.

e. The Seymour Library agrees to work together with the Sweden-Clarkson Community Center to ensure that both Parties coordinate the majority of their programming in such a way as to avoid duplication. The Library agrees to collaborate with the Recreation Center to enhance and provide quality programming for the residents of each municipality.

f. The Parties agree to make best efforts to have a joint meeting between all four (4) boards each year to discuss the status of the relationship between the Parties, any ongoing or outstanding issues of substance between the Parties, as well as any necessary updates to the relationship.

g. The Municipalities will each ensure that their respective appointed Library Trustees have public officials liability insurance, paid for by the respective Municipality.

The Parties agree as to the Property:

1. The Property is titled to the Municipalities as tenants in common, with each Municipality owning an undivided one-third (1/3) share. The Library is a tenant of the Property. In light of this ownership structure, the Municipalities shall assume responsibility for specifically enumerated items of capital maintenance, repair and/or replacement for the Property. The Library shall assume all other costs related to the Property. This arrangement will be confirmed in the Lease.
a. The Municipalities are solely and equally responsible for the maintenance, repair and/or replacement of the following specifically enumerated capital elements of the Property, as needed:
   i. Driveway, sidewalks, parking lot and associated lighting;
   ii. Exterior walls and roof;
   iii. Indoor and outdoor plumbing, to include bathroom fixtures and connections, sewer and water connections to the main, but not routine unplugging of sinks and toilets.;
   iv. HVAC (including annual maintenance as determined by the Municipalities);
   v. Electrical system;
   vi. Exterior windows and doors;
   vii. Sprinkler system; and
   viii. Plowing of the sidewalks, driveway and parking lot on a rotating basis, as is the existing custom.
   ix. Gutters and site drainage.

b. The Municipalities will each maintain their absolute autonomy in decision-making as to the timing, necessity and manner of such maintenance, repair and/or replacement at the Property, but the Municipalities agree to coordinate their efforts and work together to a maximum degree to ensure that all such items are addressed in a timely manner, and in a manner befitting the care and attention each Municipality already provides for its other facilities. The decision to perform any such work must be unanimous between the Municipalities. The specific procedures that the Parties will use to arrange for any necessary maintenance at the Property are contained in a document entitled “Seymour Library Maintenance Projects Procurement Procedures”, a copy of which is attached hereto as Exhibit A.

c. The Library shall have no right to arrange for maintenance, repair and/or replacement of any of the capital elements enumerated above on behalf of the Municipalities. Should the Library make any such arrangements, they shall be at the Library’s expense.

d. The Municipalities are free to determine the source of any monies appropriated to pay for such expenses, whether from reserves or otherwise.

e. The Municipalities will make best efforts, considering unknowns and budgetary limitations, to develop a capital plan for the Property and to continue to set aside sufficient funds in reserve accounts to finance the maintenance, repair, and/or replacement costs contemplated hereunder, just as the Municipalities already do for their other facilities.
f. The Parties will each make reasonable efforts to identify potential grants that would help to offset the costs of the capital maintenance, repair and/or replacement apportioned to the Municipalities under this MOU, and the parties will work together collaboratively to make application for such grants.

2. The Library shall be responsible for all other expenses associated with the Property not specifically reserved to the Municipalities above.
   a. These expenses include, but are not limited to:
      i. Taxes;
      ii. Insurance (premises and liability), with the Municipalities listed as additional insureds and loss payees. The Library will provide the Municipalities with Certificates of Insurance not less than annually;
      iii. Grounds care, including landscaping and mowing;
      iv. Interior painting;
      v. Interior cleaning;
      vi. Any inspections required by third parties (other than Clarkson);
      vii. Trash removal;
      viii. Utilities;
      ix. Network cabling and IT; and
      x. Furnishing and fixtures, including lightbulbs.
   b. The Parties will each make reasonable efforts to identify potential grants that would help to offset the expenses apportioned to the Library under this MOU, and the parties will work together collaboratively to make application for such grants.

3. Any future significant modifications (whether interior or exterior) or expansion of any elements at the Property must be agreed upon by all Parties.

CONCLUSION

The Municipalities recognize and re-affirm their commitment to the Library, and its vital role in the lives of the residents of Brockport, Clarkson and Sweden. The Library recognizes and appreciates the support and long-standing financial commitment of the Municipalities for its purposes and operations. The Parties recognize that by working together, they are working to build a better community.

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IN WITNESS WHEREOF, and in furtherance of the Common Purpose, the undersigned have hereunto set their hands on the date(s) below written.

Date:___________

___________________________________
Seymour Library by
Taysie Pennington, President

Date:___________

___________________________________
Village of Brockport by
Margay Blackman, Mayor

Date:___________

___________________________________
Town of Clarkson by
Christa Filipowicz, Town Supervisor

Date:___________

___________________________________
Town of Sweden by
Kevin Johnson, Town Supervisor