

OFFICE OF THE TOWN ATTORNEY
TOWN OF ORANGETOWN
TOWN HALL
26 ORANGEBURG ROAD
ORANGEBURG, NY 10962



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ROBERT V. MAGRINO
TOWN ATTORNEY

December 19, 2022

Marjorie Galen, President
Board of Trustees
Palisades Free Library
19 Closter Road
Palisades, New York 10964

RE: **Library Agreement – January 1, 2023 to December 31, 2023**

Dear Ms. Galen:

Enclosed please find TWO (2) duplicate originals of the 2023 Agreement by and between the Town of Orangetown and the Palisades Library. Both copies are to be signed by the President of the Board of Trustees, notarized and the Association seal affixed thereto and then returned to our Office. Please return the following:

1. The signed and notarized Agreement;
2. Resolution(s) of the Board of Trustees authorizing the execution of the agreement;
3. The Insurance certificate (as per Paragraph 6 of the Agreement);
4. A copy of the current By-laws; and
5. A copy of the current Rules and Regulations.

Upon its return, we will present the Agreement to be signed by the Supervisor. Upon full execution of the Agreement, we will forward one (1) duplicate original with a certified copy of Town Board Resolution wherein the Town Board authorized the Supervisor to execute a one (1) year contract on behalf of the Town with the Blauvelt Free Library.

We remind you of your continuing obligations under the Agreement, particularly as detailed in Paragraphs 1(a) and 4 (**due March 1, 2023**) and paragraph 5. If you have any questions, please contact the undersigned.

Very truly yours,

Denise A. Sullivan
Deputy Town Attorney

Encs.

A G R E E M E N T
By and Between
THE TOWN OF ORANGETOWN and THE PALISADES FREE LIBRARY
For term January 1, 2023 to December 31, 2023

THIS AGREEMENT, made this ____ day of _____, 20____,
between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having its principal offices
at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the
"Town" and the Trustees of the PALISADES FREE LIBRARY, a Free Association Library with
its principal offices at 19 Closter Road, Palisades, New York 10964, hereinafter referred to as the
"Library".

WITNESSETH:

WHEREAS, the Library has heretofore been organized under the laws of the State of New
York as a Free Association Library for the purposes of maintaining and operating a free library at
hamlet of Palisades in the Town of Orangetown, and is now registered by the Regents of the State
of New York and fully complies with the Regents requirements except as modified by the Regents;
and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library
services upon the area served by the Free Association libraries operated in hamlets of Blauvelt,
Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of
Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of
providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be
granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012,
to make available to all residents of the areas upon which the said library tax is levied pursuant to
Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the
Palisades Free Library for the furnishing of library services within the boundaries of their district
contained within the Orangetown Library District, and to those residents within the Sparkill areas
described hereinabove;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the
Town of Orangetown on October 11, 2022 at 7:10 p.m., to consider such Contract, the notice
thereof duly specifying the time and place of the Public Hearing, as aforesaid, and describing the

time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, as party of the First Part, hereinafter "Town", on **November 15, 2022**, duly authorized a contract with the Palisades Free Library, party of the Second Part, hereinafter "Library", for library services in the boundaries of the Palisades District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Palisades Free Library, party of the Second Part, and the Palisades Free Library has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Palisades Free Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

A G R E E D :

1. The Library shall submit to the Town Supervisor, **on or before JULY 31st** in each year, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses.
 - a. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1st) Friday in September.
 - b. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe.
 - c. The Library shall present the Town with a copy of the financial report filed with the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS.

- d. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.
 - e. The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.
2. The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.
3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.
4. Not later than **MARCH 1st** of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department.
5. The Library will furnish the Town Board of the Town of Orangetown with a copy of its rules and regulations as the same may be amended from time to time.
6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962 as an insured party in the amount of ONE MILLION AND 00/100 (\$1,00,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat; involving costs and reasonable attorney(s) fees.
7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of THREE HUNDRED EIGHTY-NINE THOUSAND FOUR HUNDRED THREE AND 00/100 (\$389,403.00) DOLLARS, to be paid upon presentation of a voucher therefor. This agreement is for the one-year period commencing January 1, 2023, and terminates December 31, 2023.

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement and caused same to be signed by the proper officers of the respective parties and their respective seals affixed, the day and year first above written.

ATTEST:

TOWN OF ORANGETOWN

Rosanna Sfraga, Town Clerk

By: _____
Teresa M. Kenny, Supervisor

(S E A L)

PALISADES FREE LIBRARY

By: _____
Marjorie Galen, President

(S E A L)

ACKNOWLEDGMENT

STATE OF NEW YORK)
 : ss
COUNTY OF ROCKLAND)

On the ____ day of _____, in the year 20 ____, before me, the undersigned notary public, personally appeared Teresa M. Kenny, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF NEW YORK)
 : ss
COUNTY OF ROCKLAND)

On the ____ day of _____, in the year 20 ____, before me, the undersigned notary public, personally appeared Marjorie Galen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC