
PRESENT
Dave Giambattista
Suzanne Stockman
Chris Mirrione
Liz King
Jackie Slifkin

OTHERS
Carl Gouveia
Abby Park
Erica Rolland

The meeting was called to order at 6:30 p.m. by Dave Giambattista, President.

30 MINUTE PUBLIC COMMENT PERIOD
There were no members of the public present at this meeting.

REVIEW OF AGENDA
There were no recusals to the agenda.

PREVIOUS MINUTES
A motion was made by Chris Mirrione and seconded by Jackie Slifkin to approve the minutes from the March 2023 Board Meeting.

Motion carried 4-0.*

*Dave Giambattista abstained from this vote as he was not present at the March 2023 meeting.

TREASURER’S REPORT
A motion was made by Liz King and seconded by Suzanne Stockman to accept the Treasurer’s Report for February 2023.

Motion carried unanimously.

CLAIMS
A motion was made by Chris Mirrione and seconded by Jackie Slifkin to approve March Claims as follows:

- All other invoices: $34,534.43
- Utilities: $3,775.18

Total of all Claims: $38,309.61

Motion carried unanimously.

DIRECTOR’S REPORT
Mrs. Stockman asked for a status update on the back room door removal project. Mrs. Park stated there is nothing to report at this time. Mr. Giambattista then inquired about the new ADA doors in the garage entrance. Per Mr. Gouveia, they were fixed and have continued to operate properly. Mr. Gouveia added that he has received positive comments about the new doors which have led to questions about other things outside of our domain. Mr. Giambattista wondered about the origins of the dirt pile in the atrium. Mrs. Stockman and Mr. Gouveia explained that it is their understanding there is a large immovable boulder there. There were once real plants in the space which proved to require too much maintenance.
Mrs. Stockman asked if we have continued to have issues with teenagers. Mr. Gouveia stated that we have, but not as bad as before. We are having to watch them constantly. Recently, Mr. Gouveia has discussed with Mrs. Park and our teen librarian about the possibility of putting a service desk in the teen room similar to what we have in the children’s room. The thought is that if there is an adult in there during the hours when teens frequent the space, it may deter some of the adverse behavior. Mrs. Stockman wondered if teens had done any damage to the space. Mr. Gouveia reported that it is mainly food waste and pot odors in addition to inappropriate behaviors. The conversation continued with concerns that the teens who are misusing the teen space are keeping teens away who want to use the space appropriately. The next steps will be to evaluate the investment cost as well as the personnel cost of having a desk in the teen room. In addition, there is consideration to have programs in the space to make it more welcoming.

Mr. Giambattista asked for clarification on the connection between Overdrive and Libby. Mr. Gouveia explained that Overdrive is the parent company. Currently there are 2 apps: the Overdrive legacy app and Libby. The company has been phasing out the legacy app and will migrate to the Libby app at the end of April.

Mr. Giambattista also inquired about the Hoopla and Kanopy numbers as a percentage of our total circulation, noting they are significantly lower than Overdrive numbers. Mr. Gouveia reported that our numbers are roughly where other libraries are. To justify offering these services when numbers are relatively low, Mr. Gouveia noted that Hoopla and Kanopy do not have a platform fee, but rather we are only charged for each item’s circulation. Overdrive has a platform fee as well as licensing fees for each item.

Mr. Giambattista asked what was done with the special grant this year. Mr. Gouveia referenced the report from January’s board meeting detailing the amount received and where it was spent.

**COMMITTEE REPORTS**

*Finance* – Mr. Mirrione reported that the committee did not meet.

*Personnel* – Ms. Slifkin reported that the committee met with Mr. Gouveia to review employee handbook updates.

*Long Range Planning* – Ms. King reported that the committee did not meet.

*Facilities & Services* – Mrs. Stockman reported that the committee met to review the new Trustee Education Policy.

**NEW BUSINESS**

A discussion was held with reference to the Employee Handbook updates. Mr. Gouveia noted that there were many items – some new and some revisions of existing policy, some mandatory and some optional. Ms. Slifkin stated that the updates and changes were fairly straightforward.

Mr. Giambattista asked why 4.00 Employee Benefit Programs was added since it appears to be quite generic in nature. Mr. Gouveia stated this was an optional recommendation and meant to be an
introduction to employee benefits. Mr. Giambattista expressed his opinion that the more information you include the less people are likely to read it.

Mr. Giambattista asked where the employee handbook policies were physically and electronically located. Library staff reported that there are physical copies in the office area for staff to reference as well as electronic files on our Sharepoint. Mr. Giambattista asked if they could be made available to trustees as well.

Mr. Mirrione pointed out some grammatical/typographical errors in 4.19 Disability Leave and 6.09 Employee Resources, which will be updated before publishing.

A motion was made by Chris Mirrione and seconded by Suzanne Stockman to approve the Employee Handbook Updates as presented and discussed.
Motion carried unanimously.

A discussion was held with reference to the new Trustee Education Policy. Per Mr. Gouveia, there is a new NYS law that requires trustees to complete a minimum of 2 hours of trustee education annually. Mr. Giambattista asked if MCLS will be doing seminars and will they count towards this requirement. Mr. Gouveia responded yes on both accounts. It was also asked if the required annual harassment training would count. It was agreed that it should count but would have to be approved. Lastly, Mr. Giambattista asked if it would be possible to have someone come in to do training with the whole board that would meet this requirement. Mr. Gouveia said that was a definite possibility and suggested that the MCLS had discussed the possibility of system staff offering these.

A motion was made by Liz King and seconded by Chris Mirrione to approve the Trustee Education Policy as drafted.
Motion carried unanimously.

A motion was made by Liz King and seconded by Suzanne Stockman to accept 1 funds transfer for $919.00.

Mr. Gouveia explained the process by which the new Investment Policy was drafted. Attorneys then reviewed the draft and made additional edits and suggestions. Mr. Giambattista thanked everyone who worked on this project and asked if a CPA had reviewed it. Mr. Gouveia said accounting firm representatives were involved in the process. Additionally, the trustees and library staff discussed the terms of Wilmington Trust agreement, the relationship of the library director and school district trustee in the investment process, and how the investment income would be reported.

A motion was made by Liz King and seconded by Jackie Slifkin to approve the Investment Policy as drafted.
Motion carried unanimously.

A further motion was made by Chris Mirrione and seconded by Liz King to enter into an agreement with Wilmington Trust for investment purposes.
Motion carried unanimously.
PRESIDENT’S COMMENTS

Mr. Giambattista commented that it was nice to see everyone in person.

The next Board Meeting is scheduled for April 11, 2023, at 6:30pm in the Community Room.

ADJOURNMENT

A motion was made by Liz King and seconded by Chris Mirrione to adjourn at 7:38 p.m.
Motion carried unanimously.

Erica Rolland, Clerk to the Board

Attachments:
Treasurer’s Report
Claims
Budget Transfer
Trustee Education Policy
Investment Policy
Wilmington Trust agreement
Fairport Public Library
Monthly Treasurer’s Report

For the period from February 1, 2023 to February 28, 2023

Total cash balance as reported at the end of preceding period: $3,503,497.98

RECEIPTS DURING THE MONTH:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library Charges</td>
<td>1,662.55</td>
</tr>
<tr>
<td>Copies/Miscellaneous</td>
<td>649.25</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>146.12</td>
</tr>
<tr>
<td>Donations</td>
<td>94.07</td>
</tr>
<tr>
<td>Interest</td>
<td>251.70</td>
</tr>
</tbody>
</table>

Total Receipts 2,803.69

TOTAL RECEIPTS AND BEGINNING BALANCE: $3,506,301.67

DISBURSEMENTS FOR THE MONTH: $227,266.53

CASH BALANCE* AS SHOWN BY RECORDS: $3,279,035.14

*INCLUDES: Checking $126,316.18
Cash on Hand $50.00
Money Market Savings $3,152,668.96

Total $3,279,035.14

FUND BALANCE RECONCILIATION:

FUND BALANCE @ 01/31/2023 $2,372,380.05
DUE FROM OTHER FUNDS ($26,207.67)
YTD REVENUES 2,730,488.77
YTD EXPENSE (1,797,626.01)

Total @ 02/28/2023 $3,279,035.14

This is to certify that the above Cash Balance is in agreement with the Bank Statements as reconciled.

Treasurer
Fairport Central School District
INVOICE APPROVAL SHEET
BOARD MEETING
April 11, 2023

UTILITIES (ALREADY PAID) $ 3,775.18

ALL OTHER INVOICES: $ 34,534.43

GRAND TOTAL: $38,309.61

APPROVALS:
[Signatures]
<table>
<thead>
<tr>
<th>Date Submitted</th>
<th>Vendor</th>
<th>Credit</th>
<th>Account</th>
<th>PO Number</th>
<th>Invoice Number</th>
<th>Amount</th>
<th>Board Mtg Date</th>
</tr>
</thead>
</table>

$3,775.18
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Date Submitted</th>
<th>Credit</th>
<th>Account</th>
<th>PO Number</th>
<th>Invoice Number</th>
<th>Amount</th>
<th>Board Mtg Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alberti Plumbing</td>
<td>3/27/2023</td>
<td>7410-452-01-000</td>
<td>813360</td>
<td>388-1105</td>
<td></td>
<td>$205.00</td>
<td>4/11/2023</td>
</tr>
<tr>
<td>Amazon</td>
<td>4/1/2023</td>
<td>7410-430-01-000</td>
<td>813334</td>
<td>1R6L-CVPP-G4VL</td>
<td></td>
<td>$6.05</td>
<td>4/11/2023</td>
</tr>
<tr>
<td>Amazon</td>
<td>4/1/2023</td>
<td>7410-430-01-000</td>
<td>813334</td>
<td>1R6L-CVPP-G4VL</td>
<td></td>
<td>$8.45</td>
<td>4/11/2023</td>
</tr>
<tr>
<td>Amazon</td>
<td>4/7/2023</td>
<td>7410-430-01-000</td>
<td>813365</td>
<td>1R6L-CVPP-CWYR</td>
<td></td>
<td>$13.16</td>
<td>4/11/2023</td>
</tr>
<tr>
<td>Amazon</td>
<td>4/1/2023</td>
<td>7410-451-01-000</td>
<td>813334</td>
<td>1R6L-CVPP-G4VL</td>
<td></td>
<td>$86.97</td>
<td>4/11/2023</td>
</tr>
<tr>
<td>Baker and Taylor</td>
<td>3/27/2023</td>
<td>7410-409-01-005</td>
<td>813032</td>
<td>2037376936</td>
<td></td>
<td>$0.80</td>
<td>4/11/2023</td>
</tr>
<tr>
<td>Vendor</td>
<td>Date Submitted</td>
<td>Credit</td>
<td>Account</td>
<td>PO Number</td>
<td>Invoice Number</td>
<td>Amount</td>
<td>Board Mtg Date</td>
</tr>
<tr>
<td>-------------</td>
<td>----------------</td>
<td>---------</td>
<td>---------</td>
<td>-----------</td>
<td>----------------</td>
<td>---------</td>
<td>----------------</td>
</tr>
<tr>
<td></td>
<td>3/23/2023</td>
<td>7410-409-01-003</td>
<td>813014</td>
<td>2037370544</td>
<td></td>
<td>$108.05</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>3/30/2023</td>
<td>7410-409-01-003</td>
<td>813014</td>
<td>2037392360</td>
<td></td>
<td>$121.71</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>4/7/2023</td>
<td>7410-409-01-003</td>
<td>813019</td>
<td>2037410341</td>
<td></td>
<td>$127.77</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>3/30/2023</td>
<td>7410-409-01-003</td>
<td>813006</td>
<td>2037405649</td>
<td></td>
<td>$138.86</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>3/31/2023</td>
<td>7410-409-01-003</td>
<td>813014</td>
<td>2037410340</td>
<td></td>
<td>$216.74</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>3/31/2023</td>
<td>7410-409-01-003</td>
<td>813030</td>
<td>2037392342</td>
<td></td>
<td>$223.42</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>3/27/2023</td>
<td>7410-409-01-003</td>
<td>813024</td>
<td>2037385905</td>
<td></td>
<td>$263.03</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>2/23/2023</td>
<td>7410-409-01-004</td>
<td>813030</td>
<td>2037379744</td>
<td></td>
<td>$269.54</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>3/23/2023</td>
<td>7410-409-01-005</td>
<td>813032</td>
<td>2037376937</td>
<td></td>
<td>$323.84</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>4/7/2023</td>
<td>7410-409-01-005</td>
<td>813032</td>
<td>2037407723</td>
<td></td>
<td>$380.52</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>3/30/2023</td>
<td>7410-409-01-005</td>
<td>813032</td>
<td>2037385968</td>
<td></td>
<td>$913.24</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>3/30/2023</td>
<td>7410-409-01-005</td>
<td>813032</td>
<td>2037380089</td>
<td></td>
<td>$1,021.51</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>3/23/2023</td>
<td>7410-409-01-004</td>
<td>813030</td>
<td>2037364179</td>
<td></td>
<td>$1,419.97</td>
<td>4/11/2023</td>
</tr>
<tr>
<td>Blackstone</td>
<td>3/31/2023</td>
<td>7410-412-01-001</td>
<td>813035</td>
<td>2094905</td>
<td></td>
<td>$47.94</td>
<td>4/11/2023</td>
</tr>
<tr>
<td>Vendor</td>
<td>Date Submitted</td>
<td>Credit</td>
<td>Account</td>
<td>PO Number</td>
<td>Invoice Number</td>
<td>Amount</td>
<td>Board Mtg Date</td>
</tr>
<tr>
<td>---------------------</td>
<td>----------------</td>
<td>-----------------</td>
<td>------------------</td>
<td>-----------</td>
<td>----------------</td>
<td>---------</td>
<td>----------------</td>
</tr>
<tr>
<td>Ingram</td>
<td>4/1/2023</td>
<td>9045-800-01-000</td>
<td>813076</td>
<td>253967482914</td>
<td>$1,316.44</td>
<td>✔️ ✔️</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>3/23/2023</td>
<td>7410-409-01-003</td>
<td>813316</td>
<td>74942782</td>
<td>$18.00</td>
<td>✔️ ✔️ ✔️</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>3/30/2023</td>
<td>7410-409-01-003</td>
<td>813026</td>
<td>75077153</td>
<td>$100.59</td>
<td>✔️ ✔️ ✔️</td>
<td>4/11/2023</td>
</tr>
<tr>
<td>Kanopy</td>
<td>4/1/2023</td>
<td>7410-420-01-000</td>
<td>813368</td>
<td>342870</td>
<td>$560.00</td>
<td>✔️ ✔️ ✔️</td>
<td>4/11/2023</td>
</tr>
<tr>
<td>Kathryn Tonkovich</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3/23/2023</td>
<td>7410-455-01-000</td>
<td>Voucher</td>
<td>3/21/23 job search</td>
<td>$100.00</td>
<td>✔️ ✔️ ✔️</td>
<td>4/11/2023</td>
</tr>
<tr>
<td>Katie Bentley</td>
<td>3/27/2023</td>
<td>7410-455-01-000</td>
<td>Voucher</td>
<td>3/25/23 sign language</td>
<td>$100.00</td>
<td>✔️ ✔️ ✔️</td>
<td>4/11/2023</td>
</tr>
<tr>
<td>Marianne Jubert</td>
<td>3/28/2023</td>
<td>7410-451-01-000</td>
<td>Voucher</td>
<td>reimbursement</td>
<td>$37.43</td>
<td>✔️ ✔️ ✔️</td>
<td>4/11/2023</td>
</tr>
<tr>
<td>Mary Lynch</td>
<td>3/22/2023</td>
<td>7410-433-01-000</td>
<td>Voucher</td>
<td>Postage reimbursement</td>
<td>$63.00</td>
<td>✔️ ✔️ ✔️</td>
<td>4/11/2023</td>
</tr>
<tr>
<td>Midwest Tape</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4/1/2023</td>
<td>7410-419-01-000</td>
<td>813044</td>
<td>503578126</td>
<td>$29.99</td>
<td>✔️ ✔️ ✔️</td>
<td>4/11/2023</td>
</tr>
</tbody>
</table>

Page 5 of 8
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Date Submitted</th>
<th>Credit</th>
<th>Account</th>
<th>PO Number</th>
<th>Invoice Number</th>
<th>Amount</th>
<th>Board Mtg Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4/1/2023</td>
<td>7410-412-01-002</td>
<td>810307</td>
<td>503578123</td>
<td>$47.81</td>
<td>✓</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>3/30/2023</td>
<td>7410-419-01-000</td>
<td>810304</td>
<td>503558675</td>
<td>$47.98</td>
<td>✓</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>3/23/2023</td>
<td>7410-419-01-000</td>
<td>810304</td>
<td>503481547</td>
<td>$53.23</td>
<td>✓</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>4/1/2023</td>
<td>7410-412-01-001</td>
<td>810303</td>
<td>503578122</td>
<td>$69.98</td>
<td>✓</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>3/27/2023</td>
<td>7410-419-01-000</td>
<td>810304</td>
<td>503514051</td>
<td>$74.96</td>
<td>✓</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>3/31/2023</td>
<td>7410-412-01-003</td>
<td>810309</td>
<td>503550478</td>
<td>$81.71</td>
<td>✓</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>3/30/2023</td>
<td>7410-412-01-001</td>
<td>810303</td>
<td>503558676</td>
<td>$81.98</td>
<td>✓</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>3/27/2023</td>
<td>7410-412-01-003</td>
<td>810309</td>
<td>503513586</td>
<td>$83.95</td>
<td>✓</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>3/30/2023</td>
<td>7410-419-01-000</td>
<td>810304</td>
<td>503558674</td>
<td>$109.44</td>
<td>✓</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>4/1/2023</td>
<td>7410-419-01-000</td>
<td>810304</td>
<td>503481544</td>
<td>$124.44</td>
<td>✓</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>3/22/2023</td>
<td>7410-412-01-003</td>
<td>810309</td>
<td>503481536</td>
<td>$128.94</td>
<td>✓</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>4/1/2023</td>
<td>7410-412-01-001</td>
<td>810303</td>
<td>503481543</td>
<td>$161.96</td>
<td>✓</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>4/1/2023</td>
<td>7410-412-01-003</td>
<td>810309</td>
<td>503708024</td>
<td>$947.00</td>
<td>✓</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>4/1/2023</td>
<td>7410-420-01-000</td>
<td>813369</td>
<td>503585615</td>
<td>$1,864.67</td>
<td>✓</td>
<td>4/11/2023</td>
</tr>
<tr>
<td>Overdrive</td>
<td>4/7/2023</td>
<td>7410-409-01-000</td>
<td>813001</td>
<td>01327CP23104712</td>
<td>$913.48</td>
<td>✓</td>
<td>4/11/2023</td>
</tr>
<tr>
<td></td>
<td>3/30/2023</td>
<td>7410-409-01-000</td>
<td>813003</td>
<td>01327C023100386</td>
<td>$1,348.15</td>
<td>✓</td>
<td>4/11/2023</td>
</tr>
</tbody>
</table>

Page 6 of 8
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Date Submitted</th>
<th>Credit</th>
<th>Account</th>
<th>PO Number</th>
<th>Invoice Number</th>
<th>Amount</th>
<th>Board Mtg Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>UPS</td>
<td>4/7/2023</td>
<td>7410-433-01-000</td>
<td>813374</td>
<td>00004T078T123</td>
<td>$1.38 ✓ ✓</td>
<td>4/11/2023</td>
<td></td>
</tr>
<tr>
<td>UPS</td>
<td>4/7/2023</td>
<td>7410-433-01-000</td>
<td>813374</td>
<td>00004T078T133</td>
<td>$35.85 ✓ ✓</td>
<td>4/11/2023</td>
<td></td>
</tr>
</tbody>
</table>

$34,534.43
<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Voucher Number</th>
<th>Payee</th>
<th>Check No.</th>
<th>Bank Account</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/4/2023</td>
<td>$2,485.09</td>
<td>A97234567247</td>
<td>813072</td>
<td>04/10-40-01-000</td>
<td>7410-04-01-000</td>
<td>$2,485.09</td>
</tr>
<tr>
<td>11/4/2023</td>
<td>$2,783.98</td>
<td>997625890</td>
<td>813074</td>
<td>04/10-40-01-000</td>
<td>7410-04-01-000</td>
<td>$2,783.98</td>
</tr>
<tr>
<td>11/4/2023</td>
<td>$2,783.98</td>
<td>997625890</td>
<td>813074</td>
<td>04/10-40-01-000</td>
<td>7410-04-01-000</td>
<td>$2,783.98</td>
</tr>
<tr>
<td>11/4/2023</td>
<td>$750.00</td>
<td>91972356797</td>
<td>813052</td>
<td>04/10-20-01-000</td>
<td>7410-04-01-000</td>
<td>$750.00</td>
</tr>
<tr>
<td>11/4/2023</td>
<td>$1,140.00</td>
<td>99756934</td>
<td>813064</td>
<td>04/10-40-01-000</td>
<td>7410-04-01-000</td>
<td>$1,140.00</td>
</tr>
<tr>
<td>11/4/2023</td>
<td>$33,500.00</td>
<td>9694362</td>
<td>813062</td>
<td>04/10-40-01-000</td>
<td>7410-04-01-000</td>
<td>$33,500.00</td>
</tr>
<tr>
<td>11/4/2023</td>
<td>$776.34</td>
<td>9212345672</td>
<td>813034</td>
<td>04/10-42-01-000</td>
<td>7410-04-01-000</td>
<td>$776.34</td>
</tr>
<tr>
<td>11/4/2023</td>
<td>$4,755.47</td>
<td>9212345672</td>
<td>813038</td>
<td>04/10-42-01-000</td>
<td>7410-04-01-000</td>
<td>$4,755.47</td>
</tr>
<tr>
<td>11/4/2023</td>
<td>$4,986.23</td>
<td>9212345672</td>
<td>813036</td>
<td>04/10-42-01-000</td>
<td>7410-04-01-000</td>
<td>$4,986.23</td>
</tr>
<tr>
<td>11/4/2023</td>
<td>$522.49</td>
<td>9212345672</td>
<td>813039</td>
<td>04/10-42-01-000</td>
<td>7410-04-01-000</td>
<td>$522.49</td>
</tr>
<tr>
<td>11/4/2023</td>
<td>$3,879.79</td>
<td>9212345672</td>
<td>813049</td>
<td>04/10-42-01-000</td>
<td>7410-04-01-000</td>
<td>$3,879.79</td>
</tr>
<tr>
<td>11/4/2023</td>
<td>$1,175.00</td>
<td>9212345672</td>
<td>813001</td>
<td>04/10-09-01-000</td>
<td>7410-04-01-000</td>
<td>$1,175.00</td>
</tr>
<tr>
<td>11/4/2023</td>
<td>$1,175.00</td>
<td>9212345672</td>
<td>813002</td>
<td>04/10-09-01-000</td>
<td>7410-04-01-000</td>
<td>$1,175.00</td>
</tr>
</tbody>
</table>

Vendor  
Tohiba  
Toshiba  
T-Mobile  
Staples  
Rochester Public Library  
Rheum Surface Restoration  
Playway Products
FAIRPORT PUBLIC LIBRARY
Budget Transfer Request

ACCOUNT CODE

TRANSFER FROM: 7410-4201-000 (Information retrieval)

TRANSFER TO: 7410-41301-000 (Periodicals)

Amount requested for transfer: $919.00

LIBRARY DIRECTOR'S SIGNATURE: [Signature] 3/28/23

TRANSFER REQUESTS OVER $10,000 REQUIRE BOARD PRESIDENT'S SIGNATURE

Board President: ___________________________ Date: __________

Date Transfer completed: ___________________________
800-08 — Investment Policy

Statement of Purpose
Whenever the Fairport Public Library has funds (including operating funds, reserve funds and proceeds of obligations) that exceed those necessary to meet current expenses, the Board of Trustees will authorize the Library Director to invest such funds in accordance with all applicable laws and regulations and in conformity with the guidelines established by this policy.

Scope
This investment policy applies to all moneys and other financial resources available for investment on the Library's behalf.

Objectives
The primary objectives of the Library's investment activities are, in priority order,

- to adequately safeguard principal
- to conform with all applicable federal, state, and other legal requirements
- to provide sufficient liquidity, as needed, to meet all operating requirements
- to obtain a competitive yield given the first three (3) investment objectives

Authorization
The authority to deposit and invest funds is delegated to the Library Director. These functions must be performed in accordance with the applicable sections of the General Municipal Law and the Local Finance Law of the State of New York.

The Library Director may invest funds in the following eligible investments:

- Obligations of the State of New York;
- Obligations of the United States Government, or any obligations for which principal and interest are fully guaranteed by the United States Government;
- Time Deposit Accounts placed in a commercial bank authorized to do business in the State of New York, providing the account is collateralized as required by law. (Banking Law Section 237(2) prohibits a savings bank from accepting a deposit from a local government. This also applies to savings and loan associations.);
- Transaction accounts (demand deposits) both interest bearing and non-interest bearing that does not require notice of withdrawal placed in a commercial bank authorized to do business in the State of New York, providing the account is collateralized as required by law;
- Certificates of Deposits placed in a commercial bank authorized to do business in the State of the New York providing the Certificates are collateralized as required by law;
  - Deposits in excess of the amount insured by the Federal Deposit Insurance Corporation must be secured in accordance with subdivision 3 of the General Municipal Law Section 10.
The Library may, in its discretion, authorize the bank designated for the deposit of Library funds to arrange for the redeposit of such funds in one (1) or more banking institutions, for the account of the Library, through a deposit placement that meets the conditions set forth in General Municipal Law Section 10(2)(a) (ii).

- Securities purchased pursuant to a Repurchase Agreement whereby one-party purchases securities from a second party and the second party agrees to repurchase those same securities on a specific future date at an agreed rate of return (the interest rate).
- By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such programs meet all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.

Implementation
Establishment of procedures and regulations to implement policy will be the responsibility of the Library Director.

Investment Procedure

Delegation of Authority
The Library Director is responsible for the administration of this regulation, making the operation of the investment program consistent with the Library's investment objectives, and directing the amounts to be invested and the maturity of those investments.

Prudence
All participants in the investment process must act responsibly as custodians of the public trust and must avoid any transaction that might impair public confidence in the Library. Investments shall be made with prudence, diligence, skill, judgment and care, under circumstances then prevailing, which knowledgeable and prudent persons acting in like capacity would use, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions.

Diversification
Deposits and investments will be diversified by financial institution, by investment instrument, and by maturity scheduling.

The Library board shall establish appropriate limits for the amount of investments which can be made with each financial institution or dealer, and shall evaluate this listing at least annually.

Internal Controls
All general fund money collected on behalf of the Library must be turned over to the Treasurer of the Fairport Central School District as soon as possible after the collection.
Collateralization of Deposits
In accordance with the provisions of General Municipal Law, §10, all deposits of the Library, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act must be secured

- by a pledge of "eligible securities" with an aggregate "market value" equal to 102% of the aggregate amount of deposits from the agreed upon interest;
- by an eligible "irrevocable letter of credit" issued by a qualified bank (other than the banks authorized as Library depositories and whose commercial paper and other unsecured short term debt obligations are rated "AA" or better) for a term not to exceed 90 days with an aggregate value equal to 102% of the aggregate amount of the deposits and the agreed upon interest, if any; and
- by an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

Safekeeping and Collateralization
Eligible securities used for collateralizing deposits must be held in the name of “Fairport Public Library” by the depository and/or a third-party bank or trust company subject to security and custodial agreements.

The security agreement must provide that eligible securities are being pledged to secure Library deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It must also provide the conditions under which the securities may be sold, presented for payment, substituted, or released, and the events which will enable the Library to exercise its rights against the pledged securities.

The custodial agreement must provide that securities held by the bank or trust company, or agent of and custodian for the Library, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liabilities. The agreement should also state that the custodian must confirm the receipt, substitution, or release of the securities. The agreement must provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of security may cause ineligibility. Such agreement must include all provisions necessary to provide the local government a perfected interest in the securities.

Eligible Securities
As authorized by General Municipal Law, §11, the Library authorizes the Treasurer of the Fairport Central School District to invest money not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments.

- Special time deposits
- Certificates of deposit
- Obligations of the United States of America
• Obligations guaranteed by the United States of America
• Obligations guaranteed by the State of New York

All investment obligations must be payable or redeemable at the option of the Library within such times as the proceeds will be needed to meet expenditures.

**Repurchase Agreements**

Repurchase agreements are authorized subject to the following restrictions.

• All repurchase agreements must be entered into subject to a Master Repurchase Agreement.
• Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.
• Obligations must be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.
• No substitution of securities is allowed.
• The custodian must be a party other than the trading partner.

**Adopted:** July 14, 2015
**Reviewed:**
**Revised:** April 11, 2023
600-04 — Trustee Education

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

Each member of the Fairport Public Library Board of Trustees must demonstrate compliance with this policy by filing evidence with the Board President annually.

Administration
Each year, Trustees are required to complete two hours of continuing education during their term on the Library Board.

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

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

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

The Clerk of the Board will maintain a record of trustee education activities.

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

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

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

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

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

Allowable Formats:

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

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

Reimbursement of Continuing Education

Modest and reasonable costs incurred by a Trustee in complying with the trustee education requirements may be reimbursed by the Library in accordance with the Travel and Conference policy. All continuing education requesting reimbursement over $100.00 must be pre-authorized by the Board President or Vice President.

Adopted: April 11, 2023
Reviewed:
Revised:
SELF-ASSURANCE of Trustee Education Activity Completion

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

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

I give the following assurance:

I attended the following trustee education activity:

Trustee Name: ________________________________________________________________

Approved Provider: __________________________________________________________

Title of Activity: ______________________________________________________________

Topic/Content: ________________________________________________________________

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

Date of Activity: ______________________________________________________________

Contact Hours: ________________________________________________________________

______________________________
Trustee Signature/Date
Custody Agreement

This Custody Agreement (the “Agreement”) is entered into between each of Fairport Public Library, a corporation (“Client”) and Wilmington Trust, N.A. acting in its capacity as custodian (“Wilmington Trust” and together with the Client, each a “Party” and collectively, the “Parties”).

Client wishes to engage Wilmington Trust to provide, and Wilmington Trust has agreed to provide, certain custody services to Client from time to time as more fully described in Section B and in accordance with the terms and conditions of this Agreement (the “Services”).

This Agreement will commence and be effective as of the last date on the signature page hereto and continue until terminated as hereinafter provided.

A. Definitions and Interpretation

Capitalized terms when used in this Agreement will have the meanings given to them in Appendix A and incorporated herein, and other capitalized terms not found in Appendix A will have the meanings given to those terms elsewhere in this Agreement. Additional provisions regarding the interpretation of this Agreement are also set forth in Appendix A.

B. Custody Services

Wilmington Trust hereby agrees to provide the Services described in this Section B with respect to Assets accepted by Wilmington Trust for safekeeping hereunder in accordance with the terms of this Agreement, subject to the discharge of the Client Obligations (as hereinafter defined), and predicated on the understanding that Client has reviewed and agrees to, and that the Services are provided subject to, the Client Acknowledgments set forth herein. The duties and obligations of Wilmington Trust will be only such as are specifically and expressly set forth in this Agreement, and no implied duties or obligations will be read into this Agreement.

1. Core Custody Services

Wilmington Trust shall provide the following Services with respect to Client Assets:

a) Hold Assets in safekeeping hereunder.

b) Settle transactions in securities Assets and currency Assets.

c) Collect and receive all interest, dividends, principal, and any other payments in respect of the Assets and promptly credit to the Account all cash and other property received.

d) Make any foreign currency exchanges that are appropriate.

e) Invest Client’s idle cash in Client’s choice of the available money market mutual fund sweep vehicles.

f) Forward to Client or Client’s investment manager or other designee any notice received by Wilmington Trust, in its capacity as custodian of the Assets, of any optional call or right of redemption, offer of exchange, right of subscription, reorganization or other optional proceeding (“Voluntary Corporate Action”) affecting any Asset in the Account as soon as reasonably practicable after such information is received by Wilmington Trust via an industry standard interface (or other means acceptable to Wilmington Trust). When information as to any such Voluntary Corporate Action is not received by Wilmington Trust in its capacity as custodian of the Assets, Wilmington Trust will not be required to notify Client or its investment manager of any Corporate Action affecting any security in the Account and Wilmington Trust’s responsibility will be limited to the safekeeping of the Assets. Wilmington Trust will take such action with respect to a Voluntary Corporate Action as is directed by Instruction.

g) Update Assets and/or credit the Account as appropriate with regard to non-optional stock split, stock dividend, mandatory call, capital gain distribution or other non-optional event (“Involuntary Corporate Action”).
h) Within Wilmington Trust’s discretion, process class action claims relating to Assets in Client’s Account.

i) Hire sub-custodians (including Wilmington Trust’s Affiliates) and depositories, and pay any fees that may be incurred in connection with those services.

j) Sell any fractional shares held in the Account and deposit the proceeds in the Account.

k) To buy or sell open-ended mutual funds, accept, and transfer Account Assets, in accordance with instructions from Client or Client’s Authorized Representative, and subject to applicable Laws, regulations, and the customs and usages of the exchanges or markets where transactions are executed.

l) Make any payments Client instructs Wilmington Trust to make, including automatic payments.

m) At Wilmington Trust’s option, agree to a request from Client to lead or participate in a legal proceeding or to initiate collection proceedings in connection with Assets in Client’s Account, provided Wilmington Trust has first received what, in Wilmington Trust’s sole discretion, is adequate indemnification and, if applicable, adequate guarantee of expense reimbursement and compensation including, but not limited to, reasonable attorneys’ fees.

n) Pledge any and all Assets in Client’s Account as collateral for loans Client takes out with M&T Bank or another lender and enter into agreements, in order to grant and/or perfect the security interest in such Assets, in form and substance satisfactory to Wilmington Trust as securities intermediary in connection therewith.

C. Recordkeeping and Reporting

Wilmington Trust shall provide the following recordkeeping and reporting activities:

1. Wilmington Trust shall keep records of all transactions and holdings in Client’s Account.

2. Wilmington Trust shall provide periodic on-line or hard copy statements of Account activity on a frequency agreed upon with Client (not less than quarterly if Client utilizes the services of an outside investment manager, otherwise not less than annually).

3. Wilmington Trust shall send Client periodic statements listing all Assets and showing all transaction activity for the Account during the statement period. These statements will present current market prices obtained by Wilmington Trust from one or more third party pricing services selected by Wilmington Trust in the usual course of its business. When adequate pricing for any security or securities is not readily available to Wilmington Trust from any of such third party pricing service providers, Wilmington Trust will not be required to provide current market prices for those securities. Assets not held by Wilmington Trust and/or Assets not covered by a third party pricing service will be priced as provided in writing by Client to Wilmington Trust. If a new valuation for the Assets is not supplied, we will continue to value such assets at the last price listed on our records. Wilmington Trust will not be liable for any Loss, whether direct or indirect, including consequential damages, which may occur from any inaccuracies in market pricing information. Unless Client indicates otherwise in an Instruction, Client agrees that such periodic statements are in lieu of any further notification that Wilmington Trust would otherwise be required to give Client under Regulation H of the Board of Governors of the Federal Reserve System. Under Regulation H, Client would be entitled to notification from Wilmington Trust, at no additional cost, concerning each purchase and sale for the Account at or before completion of the transaction, or if a broker is used, within one Business Day after receipt of the broker's confirmation.

D. Client Obligations

When used herein, the term “Client Obligations” will mean and refer to the following undertakings by Client:

1. To have Wilmington Trust open a custody Account for Client, to appoint Wilmington Trust the custodian for all Assets Client delivers to this Account, and to allow Wilmington Trust to provide the Services described in this Agreement.

2. To provide the names and signatures of all persons authorized to give Instructions or otherwise deal with Wilmington Trust, including Authorized Representatives, along with, as requested, sufficient documentation showing this authorization (such as a resolution, incumbency certificate, certificate of authority and the like) in
form and substance satisfactory to Wilmington Trust. In addition, Client agrees to indicate any limitations on an Authorized Representative’s authority, and to promptly notify Wilmington Trust in writing of any changes in these arrangements (including providing any new names, signatures, or address changes).

3. To accept full responsibility for all actions resulting from any Instructions given by any Authorized Representative, acknowledging that as custodian Wilmington Trust is not responsible in any way for investment decisions regarding the Assets in Client’s Account.

4. To ensure that any Instructions Wilmington Trust receives from Client, or on Client’s behalf, are in good order.

5. To notify Wilmington Trust in writing of any discrepancy in a periodic Account statement within 60 days of the statement date, and Client agrees that the absence of any Notice is the same as a written confirmation that Client accepts the statement, and all positions and transactions shown on it, as is.

6. To provide adequate funds to cover any overdraft or trade settlement, or the anticipated expenses of any collection or legal action, Wilmington Trust undertakes on Client’s behalf.

7. To follow the procedures specified by Wilmington Trust when closing Client’s Account.

8. To notify Wilmington Trust immediately in writing signed by Client or Client’s Authorized Representative if (i) an investment manager is appointed, or (ii) an investment manager resigns or an investment management relationship is otherwise terminated. Client shall designate any investment manager appointed as an Authorized Representative and will cause any such investment manager to supply Wilmington Trust in writing with the names and specimen signatures of any individuals authorized to act on its behalf. Wilmington Trust will be fully protected in (1) relying on any Instruction purportedly given by such individual on behalf of the investment manager, (2) assuming, until advised in writing by the investment manager to the contrary that any designation of individuals to give Instructions on behalf of the investment manager remains in effect, and (3) assuming, until advised in writing by Client or Client’s Authorized Representative to the contrary, that an appointment of an investment manager remains in effect.

E. Client Acknowledgments

1. General

Client agrees and acknowledges that Wilmington Trust retains and reserves the right to:

   a) Create sub-accounts for operational purposes or Client convenience.

   b) Use Wilmington Trust’s Affiliates in the performance of the Services (including to perform all or part of the Services) at their and Wilmington Trust’s normal rate of compensation.

   c) Take any steps Wilmington Trust believes reasonable to exercise Wilmington Trust’s powers and Wilmington Trust’s obligations under this Agreement.

   d) Charge Client’s Account a customary fee for any overdrafts.

   e) Reverse any transaction or instruction carried out in error.

2. Other

Client agrees and acknowledges the following provisions:

   a) Client is expected to maintain sufficient liquid Assets in the Account at all times to settle the transactions for which Instructions are provided to Wilmington Trust. Wilmington Trust may, at its election, redeem shares in any one or more of the money market fund Assets held in the Account in order to settle any such transaction in the event that there are insufficient other liquid assets in the Account. In the event that liquid Assets in the Account, including such money market fund Assets, are insufficient to settle one or more transactions, Wilmington Trust shall be permitted to deduct from any account that Client maintains with Wilmington Trust or its Affiliates, to the extent permitted by applicable Law, the cost of all property that Client instructs Wilmington Trust to buy or settle. Notwithstanding any provision of this Agreement to the contrary, Wilmington Trust shall not be required to settle any transaction for which sufficient liquid Assets are not in the Account. If Wilmington Trust, in its sole discretion, grants provisional credit to the Account
on a contractual settlement basis and subsequently determines that the item associated with the credit will not be received in due course, Wilmington Trust reserves the right to reverse the credit and charge the Account for the amount of the credit at any time before actual receipt of the item. All credits are made subject to actual collection. Wilmington Trust will not be liable to Client or any other person for any amount that is not actually collected.

b) Client understands that contractual settlement may result in overdrafts and that Wilmington Trust is under no legal obligation to fund any such overdrafts. In the event that Wilmington Trust determines, in its sole discretion, to make an extension of credit to Client in order to fund such an overdraft, Wilmington Trust reserves the right to charge the Account (i) interest with respect to the amount of any overdraft at the then-prevailing rate for commercial clients and (ii) the amount of Wilmington Trust's costs and expenses in connection with such overdraft. Wilmington Trust may terminate or suspend, immediately upon Notice to Client, any part of the provision of contractual settlement hereunder for any reason, including but not limited to, if overdrafts occur repeatedly, a Force Majeure Event affecting settlement, disorder in markets generally or with respect to particular types of investments, or other changed external business circumstances. In the event that Wilmington Trust, in its sole discretion, makes an advance for the benefit of the Account under any circumstance, Client hereby grants to Wilmington Trust, to the extent permitted by Law, a first priority security interest in and to, and a right of set-off against, any and all securities and other Assets in the Account, which security interest will continue until full repayment to Wilmington Trust of the amount of the advance. The right of set-off referred to in the preceding sentence will include the right to liquidate securities in the Account in order to generate sales proceeds from which to satisfy the amount owing under the advance.

F. Representations and Warranties

Client represents and warrants to Wilmington Trust as of the date Client executes this Agreement that:

1. Client is duly organized or formed, validly existing and in good standing in the jurisdiction in which it is organized or formed.

2. Client has the power and capacity to enter into this Agreement, to subscribe for the Services hereunder and to perform each transaction and obligation relating to this Agreement, Services and Accounts.

3. Client has been duly authorized to execute, deliver and perform this Agreement.

4. The individual(s) signing this Custody Agreement (or any part hereof) is/are duly authorized by Client to execute this Agreement and to perform and engage in each transaction directed by such person.

5. Client’s execution, delivery and performance of this Agreement does not and will not violate any provision of any governing instrument or document, or any Law, judicial order, any contract with a third party, any agreement applicable to or binding on Client, and Client’s organizational or governing documents.

6. Upon Client’s execution, this Agreement constitutes a legal, valid and binding obligation of Client enforceable against Client in accordance with the terms of this Agreement.

7. Client is the owner of, or has legal title to, the Assets and/or otherwise has full power and authority to enter into this Agreement and to exercise control over the assets.

8. All securities and other property comprising the Assets are freely transferrable, properly endorsed, registered and fully negotiable unless Client has otherwise advised in writing.

Client shall promptly notify Wilmington Trust if any of its representations or warranties in this Agreement ceases to be true and correct.

G. Other Account and Service Matters

1. Account Matters
a) All Services with respect to an Account are, in addition to the Service Fees, subject to other Wilmington Trust fees, terms and conditions relating to such Account in effect from time to time, to the extent permitted by Law or contract.

b) In respect of any Account or property of Client or of any of Client’s Affiliates or guarantors held by Wilmington Trust now or in the future, Wilmington Trust has the right, subject to applicable Law or other restrictions, to set off against such Account or property any amounts owing to Wilmington Trust by Client for Services performed under this Agreement, for overdrafts as described in Section G.1(b), or for amounts owing to Wilmington Trust by Client or any of its Affiliates under any other agreement with Wilmington Trust. Wilmington Trust may exercise its right of setoff without demand upon or Notice to Client and the setoff will be considered to have been exercised immediately upon any default by Client without any action by Wilmington Trust. Wilmington Trust may enter the setoff on its books and records at a later time.

2. Other Service Matters

a) Client shall comply with all applicable Laws in connection with this Agreement, Services and Accounts.

b) Client shall provide to Wilmington Trust any documents or information as Wilmington Trust may reasonably request from time to time, including, but not limited to, documents or information as may be reasonably required (i) to evidence Client’s compliance with applicable Laws, (ii) for Wilmington Trust to comply with any applicable Laws or respond to regulatory inquiries or requests; and (iii) for Wilmington Trust to provide the Services. Client shall ensure, to the extent reasonably practicable, that the Services and Accounts are not used for any unlawful purposes or in violation of any applicable Laws.

3. Confidentiality

Wilmington Trust may provide non-public, confidential information to Client in connection with the provision of Services to Client (“Confidential Information”). Client shall keep Wilmington Trust’s Confidential Information strictly confidential and shall not disclose it to any third party.

4. Service Fees

a) Client shall pay to Wilmington Trust all Service Fees payable in connection with the Services performed under this Agreement. The Service Fees applicable to the Services provided hereunder are set forth on the fee schedule provided by Wilmington Trust to the Client under separate cover. Wilmington Trust provides no promise or representation with respect to the Service Fees charged hereunder, other than as expressly provided herein (including no ‘most favored pricing’ or similar representation).

b) In addition to the Service Fees, Client shall be responsible for any and all out-of-pocket costs and expenses (“Other Expenses”), including any taxes, liabilities, loans, overdrafts or other charges, incurred by Wilmington Trust in connection with any Service or Account that Client uses under this Agreement, including all reasonable expenses of re-registration and delivery of securities on termination of this Agreement.

c) Unless the Parties otherwise agree in writing to another payment procedure, Client hereby authorizes Wilmington Trust to debit its Account or any other account that Client may have with Wilmington Trust, automatically, without prior Notice, in the amount of all Service Fees, Other Expenses and other amounts that Client may owe to Wilmington Trust for any reason in connection with this Agreement, Services or Accounts. Client shall maintain available balances in the Account at all times sufficient to pay all such amounts.

d) If Wilmington Trust agrees to invoice Client separately for the Service Fees, Other Expenses or other amounts, Client agrees that Wilmington Trust may nevertheless deduct such fees and expenses from any account that Client may have with Wilmington Trust, subject to applicable Law or other legal restrictions, if (i) Client does not pay any such invoice within 90 days of the date Wilmington Trust sends it to Client, or (ii) the account against which payment is to be charged does not have sufficient funds.

e) Wilmington Trust may change the Service Fees associated with any Service or Account at any time upon providing at least 30 days prior Notice to Client.

H. Limitations on Liability and Indemnity
1. Limitation of Liability and Remedies

a) Wilmington Trust is responsible only for performing the Services as expressly described in this Agreement and, then, subject to the terms and conditions of this Agreement.

b) To the maximum extent permitted by applicable Law Wilmington Trust will have no liability to Client or any third party with respect to any Loss arising out of, in connection with, or resulting from (i) this Agreement, Services and/or Accounts, except to the extent of actual Loss caused directly by Wilmington Trust’s gross negligence or willful misconduct in performing the Services as expressly set forth in this Agreement, (ii) Client’s failure to comply with this Agreement, (iii) Client’s selection of the Services, (iv) Client’s selection, operation or maintenance of its Client Systems, in each case, whether in contract, tort or otherwise, (v) taking, or abstaining from taking, any action based on legal advice from legal counsel for Wilmington Trust (vi) acting on any Instructions Wilmington Trust reasonably believes are authentic, or rejecting any Instructions Wilmington Trust reasonably believes are not authentic or are unauthorized, (vii) any delay in acting on any Instructions that are conflicting, incomplete, or otherwise not in good order or in carrying out any Instructions or completely effecting transactions due to compliance with applicable Law, or (viii) assuming that all persons and entities authorized to provide any Instruction are in fact whom they purport to be, until Wilmington Trust has received a written notification otherwise. To the maximum extent permitted by applicable Law, in no event will Wilmington Trust’s aggregate liability for any and all Loss arising out of, in connection with, or resulting from this Agreement, Services and/or Accounts exceed the amount of actual direct damages documented by Client to the reasonable satisfaction of Wilmington Trust or a court of competent jurisdiction.

c) Wilmington Trust will only be liable for any Loss in connection with this Agreement, Services or Accounts if, and to the extent, a final determination is made, by a court of competent jurisdiction, that Wilmington Trust is liable for such Loss. Wilmington Trust will have no liability to Client or any third party for any Loss arising under or in connection with this Agreement, the Services and/or Accounts, except as expressly set forth in this Agreement.

d) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, IN NO EVENT WILL WILMINGTON TRUST BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OF ANY KIND, OF CLIENT OR ANY THIRD PARTY, HOWEVER CAUSED, INCLUDING FAULT OR NEGLIGENCE, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT WILMINGTON TRUST KNEW OF OR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INCLUDING LOSS OF PROFITS, GOODWILL AND BUSINESS INTERRUPTION.

e) Client acknowledges that the foregoing limitations of liability and remedies comprise an essential element of this Agreement, without which Wilmington Trust would not enter into this Agreement.

2. Indemnification

a) To the maximum extent permitted by applicable Law, Client hereby releases, indemnifies, and agrees to defend and hold harmless Wilmington Trust and its Affiliates (and their respective representatives) from and against any and all Losses and any and all causes of action, claims, third party claims, third party Losses, demands, suits, and/or proceedings, arising out of or in connection with this Agreement, the Accounts and/or the Services, except to the extent directly caused by Wilmington Trust’s gross negligence or willful misconduct in performing the Services as expressly set forth in this Agreement.

b) In addition to the limitations of liability set forth herein, Client also agrees that, in connection with the provision of Services hereunder, Wilmington Trust is not responsible for, and Client hereby releases Wilmington Trust and agrees to defend, indemnify and hold harmless Wilmington Trust from and against any Losses that may result from: (i) investment management decisions and their outcomes; (ii) delays in the processing of sales of restricted securities and/or crediting of cash to Client’s Account, if applicable; (iii) the inaccuracy of information, including asset valuations, furnished by the Client or anyone else on Client’s behalf, third-party custodians, or third-party pricing service providers; or (iv) acting to protect Assets pending their distribution or other disposition.
c) If Client fails to fulfill its release, indemnity, defense or hold harmless obligations under this Agreement, such obligations will include any reasonable legal fees and expenses incurred by Wilmington Trust in enforcing such obligations.

I. Termination.

1. Termination

a) Client or Wilmington Trust may terminate this Agreement for any reason upon providing at least thirty (30) days’ prior written Notice to the other party. Notwithstanding the foregoing, Wilmington Trust may terminate any Agreement formed hereunder, including all Agreements immediately in the event that, in Wilmington Trust’s sole discretion, termination is appropriate or otherwise required by law.

2. Post Termination; Survivability

a) Termination of this Agreement with respect to any Services provided hereunder does not affect Client’s obligation to make payment for any and all such Services provided prior to such termination. Upon termination, all amounts owing by Client with respect to the terminated Services will become immediately due and payable.

b) The following provisions of this Agreement will survive termination of this Agreement: (i) Section G(3), (ii) Section H, (iii) this Section I (2), and (iv) Section J(1) – (12) (inclusive), along with any other provision of this Agreement necessary to give effect to those provisions (including the definitions contained in Appendix A).

J. General Provisions

1. Entire Agreement

This Agreement, together with the Appendix attached hereto, represents, with respect to the Services provided under this Agreement, the entire agreement between the Parties and supersedes any and all prior or contemporaneous written or oral agreement, understanding, arrangement, communication or representation between the Parties with respect to the Services provided under this Agreement. In entering into this Agreement, no Party has relied upon any statement, representation, warranty, or agreement of any other Party, except for those expressly contained in this Agreement.

2. Governing Law and Jurisdiction

This Agreement will be governed by and interpreted according to (i) U.S. federal law and (ii) subject to any rules of federal preemption, the laws of the State of Delaware, without regard to the jurisdiction’s principles of conflicts of law. Each party consents to the exclusive jurisdiction of the courts located in New Castle County in the State of Delaware in the event of a dispute arising out of or under this Agreement.

3. Waiver of Jury Trial

THE PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, ANY DOCUMENT EXECUTED BY THE PARTIES IN CONNECTION WITH THIS AGREEMENT, OR ANY TRANSACTION CONDUCTED HEREUNDER. THIS IS A KNOWING AND VOLUNTARY WAIVER.

4. Notices; Communication

a) All Notices must be in writing, unless this Agreement expressly provides otherwise. Notices to Wilmington Trust must be sent to Wilmington Trust at the address specified in this Section J(4). Notices required to be provided to Client must be sent to Client at the address specified in this Section J(4). Each Party may rely upon the other Party’s current mailing or email address for Notices until a receiving Party actually receives written notification of change and the receiving Party has had a Reasonable Time to Act to amend its records accordingly. It is Client’s responsibility to provide Wilmington Trust, in writing, with any changes to
its mailing or email address for Notices in a timely manner so as to afford Wilmington Trust a Reasonable Time to Act to implement the changes.

b) Any and all Notices required hereunder shall be given to Wilmington Trust at the following address:

Wilmington Trust, N.A.
1100 North Market Street
Wilmington, DE 19890-0001
Attn.: Custody Department

c) Any and all Notices required hereunder shall be given to Client at the then current address of Client held on file with the Institutional Custody Services division of the Custodian.

d) Unless otherwise specified in this Agreement, Notices may be given to either Party by personal delivery, First Class U.S. Mail, or delivery by a nationally recognized courier service.

e) Wilmington Trust is entitled to a Reasonable Time to Act upon any Notice or Instruction that it receives from or on behalf of Client.

f) Wilmington Trust may provide Notices to Client on the Website, electronically to Client’s email address or through other electronic means. Communications with Client regarding operational, product-related, procedural and technical matters relating to the Services and Accounts may be provided orally.

5. **Severability**

The illegality, invalidity or unenforceability of any provision of this Agreement or its application in any particular circumstance will not affect the validity of the remaining provisions of this Agreement which will remain in full force and effect and will in no way be affected, impaired or invalidated. This Agreement will in such circumstances be deemed modified to the extent necessary to render enforceable the remaining provisions thereof to the maximum extent permitted by applicable Law.

6. **Waivers**

Unless otherwise expressly provided herein, the rights and remedies provided under this Agreement will be cumulative and not exclusive of any rights or remedies provided by applicable Law and may be exercised from time to time. No failure or delay by Wilmington Trust in exercising any right, power or privilege under this Agreement will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7. **Amendments**

Wilmington Trust may amend this Agreement upon thirty (30) days’ prior written notice to Client and Client’s continued use of the Services shall constitute Client’s consent to such amendment.

8. **Binding Effect**

This Agreement is entered solely by and between, and may be enforced only by, Client and Wilmington Trust, and each of their respective permitted successors and assigns. Except to the extent expressly provided to the contrary in this Agreement, this Agreement is not intended to confer on any other person any right, remedy, obligation or liability under or by reason of this Agreement.

9. **Assignment**

Neither this Agreement nor any rights, interests, or obligations under it may be assigned by either Party without the prior written consent of the other Party; provided the prior consent of Client will not be required in connection with an assignment by Wilmington Trust (i) to an Affiliate, (ii) effected by merger, consolidation, or otherwise by operation of Law, (iii) that is part of a sale or transfer of all or substantially all of Wilmington Trust’s business or assets relating to the Services or (iv) to any other third party (provided Wilmington Trust notifies Client of the
assignment to such other third party prior to or as soon as reasonably practicable thereafter). Subject to this Section J(9), this Agreement will be binding on, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns. Any purported assignment in violation of this Section J(9) will be void.

10. Force Majeure

Notwithstanding anything in this Agreement to the contrary, Wilmington Trust shall not be responsible or liable for (i) any failure, in whole or in part, to perform its obligations under this Agreement or (ii) Losses incurred by the Client, in each case resulting from any Force Majeure Event.

11. Further Assurances

Client shall execute, deliver and perform all other agreements required by any vendors or other parties necessary for the provision of the Services and Accounts (including, but not limited to, any sublicense agreements) or as reasonably requested by Wilmington Trust for the provision of the Services and Accounts. Client is responsible for paying its own legal and other expenses associated with the execution of this Agreement.

12. Counterparts

This Agreement may be signed in any number of counterparts, each of which will be deemed an original. The signature of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page may occur by personal delivery, First Class U.S. Mail, facsimile, electronic transmission of a manual signature contained in an imaged document, nationally recognized courier service or by other mutually agreed-upon electronic means. All such counterparts, when taken together, shall constitute one and the same instrument, which may be sufficiently evidenced by one set of counterparts. Wilmington Trust may, at any time, prepare an electronic record that contains an image or other copy of the original Agreement signed by Client. Such electronic record will be deemed to constitute, for all purposes, the original Agreement signed by Client, whether or not Wilmington Trust retains the original Agreement.
K. Signature Page – Custody Agreement

By signing below, Client hereby agrees to the terms and conditions contained in this Agreement and represents and warrants to Wilmington Trust that:

i. Client has received and carefully read and understood the terms of this Agreement;

ii. the person signing on behalf of Client below is duly authorized to sign on behalf of and to legally bind Client to this Agreement (and the person signing below further hereby makes that representation and warranty to Wilmington Trust); and

iii. upon Client’s execution, this Agreement constitutes a legal, valid and binding obligation of Client enforceable against Client in accordance with its terms.

<p>| CLIENT |
|-----------------|-----------------|
| Entity Name     |                 |
| Fairport Public Library |        |
| Signature of Client or Authorized Representative | Date |
| Printed Name | Title (if relevant) |
| Carl Gouveia | Director |
| Signature of Client or Authorized Representative (Optional) | Date |
| Printed Name | Title (if relevant) |</p>
<table>
<thead>
<tr>
<th>Signature of Corporate Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name</td>
<td>Title</td>
</tr>
</tbody>
</table>
APPENDIX A
Definitions

The following capitalized terms when used in this Agreement will have the meanings given to them below, and other capitalized terms not found below will have the meanings given to those terms elsewhere in this Agreement:

“Account” means any existing or future account of Client with Wilmington Trust (or existing or future account with Wilmington Trust over which Client has authority) (i) with respect to which Services are to be provided or (ii) to be utilized in connection with the provision of Services. The provision of an Account also will be considered a Service.

“Affiliate” means, with respect to a Party to this Agreement, any entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or common control with such Party (where “control” means the power to direct the management of the affairs of the entity and “ownership” means the beneficial ownership of a majority of the voting rights of the entity).

“Assets” means any existing or future assets owned by Client and accepted by Wilmington Trust with respect to and in connection with the provision of Services by Wilmington Trust and/or the Account.

“Authorized Representative” means any person that has been designated or authorized by Client, or any person reasonably believed by Wilmington Trust to have been designated or authorized by Client, to act on its behalf in some capacity with respect to this Agreement, Services or Accounts, and any person to whom Client gives access to, or allows to access or use, the Services or Accounts.

“Business Day” means Monday through Friday before 5:00 pm, Eastern Standard Time, but excluding federal holidays and other days that Wilmington Trust is legally permitted to be closed in the United States.

“Correspondent” means any intermediary or recipient institution, agent or sub-agent thereof, payment system or network or other third party involved in the provision of a Service.

“Force Majeure Event” means any act or event, foreseen or unforeseen, that is beyond the reasonable control of Wilmington Trust, including without limitation, any act, omission or inaccuracy of a third party not under Wilmington Trust’s control, any act of God, any act of civil or military authority, government regulation, court order, embargo, epidemic, war, terrorist act, riot, insurrection, fire, flood, hurricane, explosion, earthquake, nuclear accident, power blackouts, major environmental disturbance, unusually severe weather condition, strike of employees, currency restriction, any failure or malfunction of utilities, computers (hardware or software), transportation systems or communications systems, unavailability of, or failure to act or delay in acting of, any payment system, Correspondent, U. S. Postal Service, express or armored courier or any other party necessary to a Service.

“Governmental Authority” means any transnational, domestic or foreign federal, state or local, governmental authority, department, court, agency or official, including any political subdivision thereof.

“Instruction” means any communication, message or other instruction given by or on behalf of Client, in writing.

“Law” means any foreign, federal, state or local laws (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to a Party.

“Loss” means any and all losses, costs, damages, liabilities, claims, causes of action, demands, suits, proceedings, injuries, costs, expenses (including court costs, disbursements, reasonable legal and professional advisor fees and expenses and reasonable expenses of investigation, all as incurred), judgments, fines and other damages of any nature whatsoever.

“Notice” means any and all notices, demands, claims, consents, approvals, waivers and other communications required or permitted under this Agreement or in connection with the Services or Accounts.

“Person” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including any Governmental Authority.
“Privacy Notice” means the document that, as required by the federal Gramm-Leach-Bliley Act (as implemented by Regulations P and S-P), Wilmington Trust delivers to certain customers to provide clear and conspicuous disclosure of Wilmington Trust’s privacy policies and practices. For the avoidance of doubt, the Privacy Notice is not a part of, nor is it included in this Agreement.

“Reasonable Time to Act” means, with respect to a Party, a commercially reasonable time for such Party to act, but not less than two (2) Business Days after the Business Day of receipt of the applicable information.

“Representative” means, with respect to a Party, that Party’s Affiliates, directors, officers, employees, agents, assigns and other representatives (including, with respect to Client, Client's Authorized Representatives).

“Service Fees” means the service fees, charges and expenses as established by Wilmington Trust from time to time for the provision of the Services and/or Accounts.

“Viruses” means any code, program, or device that restricts or may restrict use or access to, and/or does or may damage, destroy or alter any system, computer, network, program, data, or other information or data processing device.

“Website” means any Internet website and/or online access channel that Wilmington Trust makes available to Client from time to time to access any Service or Account.

Interpretation. This Agreement is entered into by Wilmington Trust solely with respect to the Services provided by Wilmington Trust. In this Agreement headings are included for convenience of reference only not in the construction or interpretation of this Agreement; singular words will include the plural, and vice versa; masculine gender words will include the feminine and neuter genders; any reference made in this Agreement to a statutory or regulatory provision includes any amendment(s) through the date as of which the particular portion of this Agreement is to take effect, or to any successor statutory or regulatory provision relating to the same subject as such provision so referred to in this Agreement, and to any then applicable rules or regulations promulgated thereunder; references to any agreement, form or other document includes amendments, modifications or supplements from time to time in accordance with the terms and conditions thereof; and any agreement, form or other document that may be entered into between the Parties or submitted by Client may be so entered or submitted in paper form or electronically, as agreed between the Parties.