

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT is entered into this 26th day of February, 2019, between the **LIBERTY PUBLIC LIBRARY** (the "Library"), located at 189 North Main Street, Liberty, New York 12754 and the **LIBERTY CENTRAL SCHOOL DISTRICT** (the "District"), located at 115 Buckley Street, Liberty, New York 12754.

WITNESSETH

WHEREAS, the Library is a duly chartered public library of the State of New York, established pursuant to Section 255 of the Education Law, having a duly elected Board of Trustees, consisting of seven (7) members, which possesses the authority to enter into contracts on behalf of the Library; and

WHEREAS, the District owns the building and fixtures located at 189 North Main Street, Liberty, New York 12754 on a site owned by the District; and

WHEREAS, the Library exclusively occupies the building to operate a public library as defined in Section 253 of the Education Law; and

WHEREAS, the Library put before the voters a bond proposition on August 9, 2016, approved thereby, (the "Bond Referendum") pursuant to which an addition will be made to said library building (the "Library Capital Project"); and

WHEREAS, there exists no other written agreement between the Library and the District (the "Parties") with respect to the rights and responsibilities as between the Parties regarding the financing of the Library Capital Project; and

WHEREAS, the Parties wish to enter into this Agreement to clearly and unambiguously establish the rights, interests, responsibilities, liabilities and risks between the parties as they pertain to the Library Capital Project and its financing;

NOW, THEREFOR, in consideration of the mutual promises and covenants contained in this Agreement, the Parties mutually agree as follows:

1. The Parties agree that the costs associated with the issuance of bonds and/or bond anticipation notes from time to time to finance costs of the Library Capital Project, including but not limited to the fees of bond rating agencies, the financial advisors to the District and to the Library, the bond counsel, and Library counsel, newspaper legal notices, official statement and other printing and mailing costs and any other related costs shall be paid by the Library. The Parties hereby further agree that the costs of the District associated with the School District counsel and the Bond Referendum, being the costs of newspaper publication of the legal notices, payments to poll workers and ballot clerks and any related costs to the District of holding and conducting the Bond Referendum shall remain costs of the District.

2. The Library has submitted a request to the District to secure financing for the Library Capital Project in such amounts as has been determined by the Library, in an amount not to exceed the amount authorized by the voters in the Bond Referendum, and the District has used its best efforts to secure financing on behalf of the Library in a timely manner. The Library will provide

6. The Library acknowledges that the tax-exempt status of such bond or notes requires compliance by the District with certain provisions of the Internal Revenue Code of 1986, as amended. The Library agrees that it will not take any steps or actions that will impair the tax-exempt status of the bonds and/or notes issued by the District to finance the Library Capital Project and shall execute such certificates as required by Bond Counsel to the District relating thereto. In connection therewith, the Library shall maintain and furnish to the District all records of the investment and expenditures of the proceeds of such bonds or notes. The Library shall furnish to the District, on a quarterly basis on or before the 5th business day of the month following the close of each quarter during the time that any such bonds or notes remain outstanding, a report on such investment earnings from, and all expenditures of bond proceeds, until such time as there are no remaining proceeds of such bonds or notes or investment earnings thereon. In addition, the Library agrees to provide advance notice to the District in the event that the Library Capital Project, or the building of which it is a part, is to be sold, leased, or otherwise made available to any non-governmental party other than on a basis as same is available to members of the general public (hereinafter, "Private Use"). Such notice shall be provided at least thirty (30) days prior to the proposed date of commencement of the Private Use. The Library acknowledges that such Private Use may endanger the tax-exempt status of bonds or notes issued to finance the Library Capital Project and agrees to not take any such action without the prior written consent of the District.

7. The Library agrees to assist the District with regard to the filing with the Internal Revenue Service of the United States Treasury Department or any other authorized governmental agency of any and all statements or other instruments which may be required by the Code at the times required therein.

8. With regard to federal tax covenants, the District and the Library each hereby covenants not to take or omit to take any action so as to cause interest on any bonds or notes to be no longer excluded from gross income for the purposes of federal income taxation and to otherwise comply with the requirements of Section 103 and Sections 141 through 150 of the Code, and all applicable regulations promulgated with respect thereto, until all of the bonds or notes have been paid in full. The Library further covenants that it will make no investments or other use of the proceeds of such bonds or notes which would cause such bonds or notes to be "arbitrage bonds" as defined in Section 148 of the Code. The District and the Library each further covenants to comply with the rebate requirements (including the prohibited payment provisions) contained in Section 148(f) of the Code and any regulations promulgated thereunder, including the payment by the Library of any rebate amount, to the extent applicable, and for the Library to pay any interest or penalty imposed by the United States for failure to comply with said rebate requirements, to the extent applicable.

9. The Library acknowledges that the tax-exempt status of bonds or notes issued to finance the cost of the Library Capital Project requires compliance by the District with certain disclosure requirements. The Library agrees to provide any information about the Library and its finances required in order for the District to complete an Official Statement in connection with the sale of any such bonds or notes. With regard to continuing disclosure information and reporting requirements as to bonds or notes sold for the Library Capital Project, the District and the Library each agree to comply with Rule 15c2-12, as the same may be amended or officially interpreted from time to time, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 ("Rule 15c2-12"). The Library hereby acknowledges that the issuance of bonds or notes for the Library Capital Project may involve ongoing continuing disclosure

made in an irrevocable escrow account or as otherwise acceptable in writing by the District as satisfactory to the District.

19. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by registered mail, postage prepaid, addressed as follows:

To the District:

Liberty Central School District
115 Buckley Street
Liberty, New York 12754

Attention: Business Manager

To Library:

Liberty Public Library
111 Sullivan Avenue, Suite 1-3
Ferndale, New York 12734

Attention: Library Director

The District and Library may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

20. This Agreement shall inure to the benefit of and shall be binding upon the District and Library and their respective successors and assigns in accordance with its terms.

21. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect.

23. The failure of any party to enforce any of the provisions of the Agreement shall not be deemed to be a waiver thereof. None of the provisions of this Agreement shall be deemed to have been waived or modified unless it shall be in writing and signed by all parties hereto and no such waiver shall be deemed a waiver of any subsequent breach of default of the same nature.

24. No provision in this Agreement may be waived, altered, amended, rescinded, terminated, discharged nor any part of this Agreement canceled, except in writing signed by the parties hereto.

25. Should any provision of this Agreement, at any time during its life, be held in conflict with Federal or State law, then such provision shall be deemed inoperative, with the remaining provisions having full force and effect

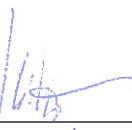
26. This Agreement shall be governed in all respects by the laws of the State of New York and applicable Federal laws and regulations. Each of the Parties agrees to submit to the jurisdictions of the courts of the State of New York, County of Sullivan (or the Federal Court otherwise having jurisdiction over such County and subject jurisdiction over the dispute).

IN WITNESS WHEREOF, the District and the Library have caused this Agreement to be executed in their respective corporate name as of the date hereinabove stated.

LIBERTY CENTRAL SCHOOL DISTRICT

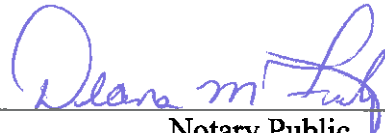
By: 
Name:
Title: President, Board of Education

LIBERTY PUBLIC LIBRARY

By: 
Name: Karon Kline
Title: President, Board of Trustees

STATE OF NEW YORK)
) ss.:
COUNTY OF SULLIVAN)

On this 28th day of February, 2019 before me personally came Karen Kaner, to me known, who, being by me duly sworn, did depose and say that (she/he) resides at Parksville, New York 12768, that (she/he) is the President of the LIBERTY PUBLIC LIBRARY, the public library of the State of New York described in and which executed the within Agreement.




Notary Public
DEANA M. FRITZ
Notary Public, State of New York
Sullivan County Clerk's #2212
Commission Expires June 1, 2022

[SEAL]

STATE OF NEW YORK)
) ss.:
COUNTY OF SULLIVAN)

On this 5th day of March, 2019 before me personally came Matthew DeWitt, to me known, who, being by me duly sworn, did depose and say that he resides at 14 Lake Marie Road, Liberty New York, that he is the Board President of the LIBERTY CENTRAL SCHOOL DISTRICT, the school district of the State of New York described in and which executed the within Agreement.



Notary Public

TANIA DeFRANK
Notary Public, State of New York
Sullivan County Clerk's # 2753
Commission Expires Nov. 10, 20~~19~~20

[S E A L]

CERTIFICATION FORM

STATE OF NEW YORK)
) ss.:
COUNTY OF SULLIVAN)

I, the undersigned Secretary of the Liberty Public Library, Sullivan County, New York (the "Library"), DO HEREBY CERTIFY:

- 1) That a meeting of the Library was duly called, held and conducted on the 26th day of February, 2019.
- 2) That such meeting was a regular meeting.
- 3) That attached hereto is a proceeding of the Library which was duly adopted at such meeting by the Board of Trustees of the Library.
- 4) That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
- 5) That all members of the Board of Trustees of the Library had due notice of said meeting.
- 6) That said meeting was open to the general public in Accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
- 7) That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication)

Sullivan County Democrat- emailed notice on 2/19/19
WJFF Radio- emailed notice on 2/19/19

POSTING (here insert place(s) and date(s) of posting)

Liberty Public Library- Bulletin Board posting 2/21/19
Liberty Public Library Website- month of February
Library e-newsletter- 2/18/19 & 2/25/19

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Library this 26th day of February, 2019.


Library Secretary

RESOLUTION OF LIBRARY BOARD OF TRUSTEES

At a regular meeting of the Board of Trustees of the Liberty Public Library, Sullivan County, New York, held at the Library, 111 Sullivan Ave, Suites 1-3, in Ferndale, New York on the 26th day of February, 2019 at 6:06 P.M.

The meeting was called to order by Karen Kaner, and upon roll being called, the following were:

PRESENT: Karen Kaner, Barbara Kelly, Sherry Silver, Kathy Sauchuk, Judy Brennan, Teri Beimler, Larry Steiger

ABSENT: None

The following resolution was offered by **Trustee Kathy Sauchuk** who moved its adoption, seconded by **Trustee Judy Brennan**, to-wit:

RESOLUTION DATED FEBRUARY 26, 2019
RESOLUTION APPROVING COOPERATION AGREEMENT WITH THE
LIBERTY CENTRAL SCHOOL DISTRICT

WHEREAS, the Board of Trustees of the Liberty Public Library (the "Board of Trustees") wishes to arrange for the financing of a capital project of said Library approved by the voters on August 9, 2016 (the "Library Capital Project"); and

WHEREAS, the Liberty Central School District (the "School District") is responsible to arrange for the financing of the Library Capital Project in accordance with the requirements of the applicable provisions of the Education Law; and

WHEREAS, the Board of Trustees and the Board of Education of the School District (the "Board of Education") wish to cooperate with each other with respect to such financing and related matters; and

WHEREAS, the Board of Trustees and the Board of Education have discussed and agreed to terms regarding such cooperation, and have reduced such agreements to writing;

NOW THEREFORE, BE IT RESOLVED, that the Board of Trustees hereby approves a Cooperation Agreement dated February 26, 2019 between the Liberty Public Library and the Liberty Central School District, substantially in the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the President of the Board of Trustees is hereby authorized to execute said Cooperation Agreement on behalf of the Liberty Public Library, and in her absence or inability to serve as of the date of execution, the Vice-President of the Board of Trustees is hereby authorized to execute said Cooperation Agreement.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Karen Kaner	VOTING yes
Sherry Silver	VOTING yes
Teri Beimler	VOTING yes
Barbara Kelly	VOTING yes
Kathy Sauchuk	VOTING yes
Judy Brennan	VOTING yes
Larry Steiger	VOTING yes

The resolution was thereupon declared duly adopted.

* * * * *

CERTIFICATION FORM

STATE OF NEW YORK)
) ss.:
COUNTY OF SULLIVAN)


I, the undersigned School District Clerk of the Liberty Central School District, Sullivan County, New York (the "School District"), DO HEREBY CERTIFY:

- 1) That a meeting of the Board of Education was duly called, held and conducted on the 5th day of March, 2019.
- 2) That such meeting was a regular meeting.
- 3) That attached hereto is a proceeding of the School District which was duly adopted at such meeting by the Board of Education of the School District.
- 4) That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
- 5) That all members of the Board of Education of the School District had due notice of said meeting.
- 6) That said meeting was open to the general public in Accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
- 7) That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication)
Times Herald Record, Sullivan County Democrat, Bold Gold Media

POSTING (here insert place(s) and date(s) of posting)
Liberty CSD District, Town of Liberty Town Hall, Liberty CSD Website

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the School District this 5th day of March, 2019.


School District Clerk

(CORPORATE SEAL)

RESOLUTION OF SCHOOL DISTRICT BOARD OF EDUCATION

At a regular meeting of the Board of Education of the Liberty Central School District, Sullivan County, New York, held at 115 Buckley Street, in Liberty, New York on the 5th day of March, 2019, at 7: 00 o'clock P.M., Prevailing Time.

The meeting was called to order by Matthew DeWitt, and upon roll being called, the following were:

PRESENT: Matthew DeWitt
Karen Hook
Philip Olsen
Robert 'Keith' Torrens
Anthony Sinacore
Barbara A. Kelly
Joyce Teed
Peter Racette

ABSENT: John Nichols

The following resolution was offered by Robert Keith Torrens, who moved its adoption, seconded by Peter Racette to-wit:

RESOLUTION DATED MARCH 5, 2019
RESOLUTION APPROVING COOPERATION AGREEMENT WITH THE
LIBERTY CENTRAL SCHOOL DISTRICT

WHEREAS, the Board of Trustees of the Liberty Public Library (the “Board of Trustees”) wishes to arrange for the financing of a capital project of said Library approved by the voters on August 9, 2016 (the “Library Capital Project”); and

WHEREAS, the Liberty Central School District (the “School District”) is responsible to arrange for the financing of the Library Capital Project in accordance with the requirements of the applicable provisions of the Education Law; and

WHEREAS, the Board of Trustees and the Board of Education of the School District (the “Board of Education”) wish to cooperate with each other with respect to such financing and related matters; and

WHEREAS, the Board of Trustees and the Board of Education have discussed and agreed to terms regarding such cooperation, and have reduced such agreements to writing;

NOW THEREFORE, BE IT RESOLVED, that the Board of Trustees hereby approves a Cooperation Agreement dated February 26, 2019 between the Liberty Public Library and the Liberty Central School District, substantially in the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the President of the Board of Trustees is hereby authorized to execute said Cooperation Agreement on behalf of the Liberty Public Library, and in her absence or inability to serve as of the date of execution, the Vice-President of the Board of Trustees is hereby authorized to execute said Cooperation Agreement.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Matthew DeWitt	VOTING Yes
Karen Hook	VOTING Yes
Philip Olsen	VOTING Yes
Robert Keith Torrens	VOTING Yes
Anthony Sinacore	VOTING Yes
Barbara A. Kelly	VOTING Yes
Joyce Teed	VOTING Yes
Peter Racette	VOTING Yes

The resolution was thereupon declared duly adopted.

* * * * *