

BOARD OF TRUSTEES
OSSINING PUBLIC LIBRARY
Special Meeting
June 4, 2026 – 6:00pm
Second Floor Conference Room
53 Croton Ave., Ossining, NY

Approved Meeting Minutes

Board Members physically present: Meghan Huppuch, Amanda Curley, Rachel Murphy, and Amanda Marsh

Board Members absent with prior notice: Althema Goodson, Alice Joselow, and Phil Rice

OPL Staff Members physically present: Karen LaRocca-Fels, Molly Robbins, and Steve Hamilton

Call to Order

Meghan Huppuch called the meeting to order at 6:00pm.

Meghan Huppuch read aloud the OPL Mission and Vision statements:

The Ossining Public Library enriches, connects, and inspires our community. The Ossining Public Library will be the community's center for lifelong learning.

Topics for Discussion

Ask the Director

The Board agreed that an Ask the Director community outreach like the existing Meet the Trustees community outreach is an excellent idea. Karen LaRocca-Fels will share possible dates for she and a Board Member to schedule Ask the Director outreach dates.

Resolutions

Motion to Amend RESOLUTION #69 Approval of Parking Lease Agreement approved unanimously by the Board by 4-0 vote during the Regular Monthly Meeting on Monday, May 18, 2026

RESOLUTION #69 - RESOLVED, that the Board hereby authorizes the Library to enter into the License with St. Ann's Church, 25 Eastern Avenue, Ossining, NY 10562 to license the Licensed Premises for the Purpose, and upon terms and conditions which are substantially similar to those in the License attached hereto

On a motion by Rachel Murphy, seconded by Amanda Curley, and passed unanimously 4-0, the above motion to amend Resolution #69, originally passed at the Monday, May 18, 2026 Board Meeting was approved.

AMENDMENT TO RESOLUTION #69

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
OSSINING PUBLIC LIBRARY
AUTHORIZING THE PARKING LICENSE AGREEMENT**

WHEREAS, the ST. ANN’S CHURCH (the “Church”) owns in fee certain real property located at 16 Elizabeth Street, Ossining, New York 10562 (the “Property”);

WHEREAS, the OSSINING PUBLIC LIBRARY (the “Library”) desires to license from the Church a portion of the Property consisting of certain parking spaces in a parking lot (the “Licensed Premises”) for the purpose of entering into and upon the Licensed Premises to park permitted vehicles (collectively, the “Purpose”) upon the terms and conditions set forth in the Parking License Agreement substantially in the form attached hereto and incorporated herein as Exhibit A (the “License”);

WHEREAS, the Board of Trustees (the “Board”) of the Library desires to authorize the Library to enter into the License with the Church to license the Licensed Premises from the Church for such Purpose; and

NOW, THEREFORE BE IT RESOLVED, that

1. The Board hereby authorizes the Library to enter into the License with the Church to license the Licensed Premises for the Purpose upon the terms and conditions substantially set forth in the form attached hereto and incorporated herein as Exhibit A.
2. The Library Director and/or the Assistant Director are each authorized, empowered and directed to execute and deliver the License and take all such action on behalf of the Library as they may be deemed necessary, appropriate or advisable to carry out the intent or purposes of the foregoing resolutions.
3. The execution, delivery and performance by either the Library Director and/or Assistant Director for and on behalf of the Library, of all such further instruments and documents required in connection with the License if any, each in form and substance approved by either the Library Director or Assistant Director, their signature thereon being conclusive evidence of such approval, are hereby in all respects approved, adopted and authorized by and on behalf of the Library.
4. The foregoing resolutions shall remain in full force and effect until a copy of a subsequent resolution revoking or amending them, duly certified by the proper officers of the Board, shall be made by the Board.
5. This resolution shall be effective immediately.

Moved by: Rachel Murphy Seconded by: Amanda Curley

Aye 4 Nay 0 Absent 3

Dated June 4, 2026

STATE OF NEW YORK)
) ss:
COUNTY OF WESTCHESTER)

I, the Secretary of the Board of Trustees of the Ossining Public Library, located in the Towns of Ossining, New Castle and Yorktown, County of Westchester, New York, DO HEREBY CERTIFY:

That I have compared the annexed copy of the resolution adopted at a regular meeting of the Board of Trustees of the Ossining Public Library held on June 4, 2026, with the original thereof on file at the Library, and that the same is a true and correct copy of the resolution set forth therein and of the whole of said original insofar as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (i) all members of the Board of Trustees of the Library had due notice of said meeting, (ii) said meeting was in all respects duly held and (iii) pursuant to Article 7 of the Public Officers Law (Open Meeting Law), said meeting was open to the general public, and public notice of the time and place of said meeting was duly given in accordance with such Article.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my signature this 4th day of June, 2026.

*Rachel Murphy*_____

Rachel Murphy
Secretary

(SEAL)

Exhibit A

PARKING LICENSE AGREEMENT

This PARKING LICENSE AGREEMENT (this “Agreement”) is made as of this ____ day of _____, 2026, between ST. ANN’S CHURCH (“Licensor”), having an office at 25 Eastern Avenue, Ossining, New York 10562, and THE OSSINING PUBLIC LIBRARY (“Licensee”), having an office at 53 Croton Ave, Ossining, NY 10562.

RECITALS

WHEREAS, Licensor is the fee owner of the real property located at 16 Elizabeth Street, Ossining, New York 10562 (the “Property”); and

WHEREAS, Licensee desires to license from Licensor, and Licensor is willing to license to Licensee, those certain forty-five (45) parking spaces located in the northeast corner of the parking lot of the Property, as shown marked on the Parking Plan annexed to this Agreement as an Exhibit “1” hereto (collectively, the “Licensed Premises”), together with reasonable means of non-exclusive ingress and egress thereto through currently existing driving lanes in, and gate access to, said parking lot; subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties hereto, for themselves, their heirs, legal representatives, successors and assigns, hereby agree as follows:

1. License. In consideration of the payments provided for in Paragraph 3 below, and subject to the terms, conditions and restrictions of this Agreement, Licensor hereby grants to Licensee a limited term, non-transferable license (the “License”) to permit Licensee Parties (hereinafter defined) to enter into and upon the Licensed Premises solely for the purpose of the parking of Permitted Vehicles (hereinafter defined) in designated parking stalls during Working Hours, but in no event overnight. As used herein, “Working Hours” shall mean 8:00 a.m. to 10:00 p.m. on Monday through Friday, 8:00 a.m. to 6:00 p.m. on Saturday and 2:00 p.m. to 6:00 PM on Sunday but only from September 1st through June 30th with respect to Sunday. Notwithstanding the foregoing, from September 1 through June 30, Licensee may use 5 spaces from 12:30 p.m. to 5:30 p.m. Licensee Parties shall have exclusive use of all parking spaces within the Licensed Premises; provided, however, that Licensor shall have no liability to Licensee for use of any such parking space within the Licensed Premises by any other person. Licensee shall install a sign on the fence and other sandwich board signage to direct traffic for the first three months. The License shall include the right of reasonable access over and across the Property as necessary and gate access to facilitate pedestrian and Permitted Vehicle ingress and egress and to otherwise allow the exercise of Licensee’s rights under this Agreement.

2. Term.

(a) The term (the “Term”) of the License and this Agreement shall commence on June 9, 2026 (the “Commencement Date”) and expire on June 9, 2027 (the “Expiration Date”), unless extended or sooner terminated in accordance herewith.

(b) Subject to the provisions of Section 2(c) of this Agreement, Licensee shall have two (2) separate rights and options to extend the Term for two (2) consecutive periods of one (1) years (i.e., to and including June 9, 2028 for the first renewal term and to and including June 9, 2029 for the second renewal term), by written notice of exercise delivered to Licensors no later than April 9, 2027 for the first renewal term and no later than April 9, 2028 for the second renewal term (time being of the essence), each such renewal term to be upon the same terms, covenants and conditions of this Agreement.

(c) Notwithstanding anything to the contrary contained herein, Licensee shall have the right and option, for its convenience (and without regard to any default of the part of the other party hereto), to cancel the License and this Agreement effective as of the last day of any calendar month during the Term of the License and this Agreement (i.e., any calendar month during the initial Term or, if applicable, the extended Term) by written notice delivered to Licensors not less than ninety (90) days prior to such effective date of cancellation. For avoidance of doubt, the exercise by Licensee of the Term renewal option set forth in Section 2(b) of this Agreement shall not be construed as to limit or restrict the ability of Licensee to exercise its termination for convenience right under this Section 2(c).

3. License Fees.

(a) As a base license fee for the License granted hereunder, Licensee shall pay to Licensors the sum of \$1,192.50 per month throughout the Term of this Agreement (the “Base License Fee”); such Base License Fee to be payable in advance, in monthly installments, on the first (1st) day of each calendar month during the Term, except that a prorated installment of the Base License Fee attributable to the period commencing on the Commencement Date and continuing through and including June 30, 2026 shall be due and payable by Licensee on June 9, 2026, and a prorated installment of the Base License Fee attributable to the period commencing on June 1, 2027 and continuing through and including the Expiration Date shall be due and payable by Licensee on June 1, 2027. The Base License Fee includes all costs, expenses, charges and taxes in connection with Licensee’s use of the Licensed Premises, unless otherwise specifically provided herein.

(b) In addition, Licensee shall be in default of this Agreement if it shall fail to pay the Base License Fee or any other payments due under this Agreement within ten (10) days after the due date of the respective payment. In the event Licensee shall be in default of any monetary provision of this Agreement for more than ten (10) days after the sending by Licensor to Licensee of written notice of such monetary default, or in the event Licensee shall be in default of any non-monetary provision of this Agreement for more than twenty (20) days after the sending by Licensor to Licensee of written notice of such non-monetary default (or if such non-monetary default cannot reasonably be cured within twenty (20) days after Licensor shall have given Licensee notice of such default, Licensee shall have failed to commence such cure within such twenty (20) day period and diligently pursue such cure to completion), Licensor shall have the right to terminate the License and this Agreement. Upon written notice of Licensor's intention to terminate this Agreement, the Term shall expire as if the day set forth in the termination notice were the date herein fixed for the expiration of the Term.

4. Use of the Licensed Premises. As used in this Agreement, the term "Licensee Parties" shall mean and include employees, officers, trustees, contractors, agents, invitees, guests, patrons and customers of Licensee who intend to park their Permitted Vehicles in the Licensed Premises so that they might access the library premises of Licensee located at 53 Upper Croton Avenue, Ossining, New York, which property is located in the vicinity of the Property. As used in this Agreement, the term "Permitted Vehicles" shall mean only 4-wheeled passenger automobiles (including sedans and SUVs) driven by Licensee Parties.

5. No Alterations. Licensee shall not perform any alterations to, nor make any installations upon, the Licensed Premises without the prior written consent of Licensor (which consent may be withheld or conditioned in Licensor's sole and absolute discretion).

6. Maintenance of the Licensed Premises. Licensee agrees to pay all costs and expenses actually incurred by Licensor to correct or repair any damage to the Licensed Premises arising out of the negligence or intentional misconduct of any of the Licensee Parties during the Term hereof. Licensor agrees to provide for snow removal, sanding and sweeping at the Licensed Premises, in the ordinary course, at no additional expense to Licensee.

7. Insurance by Licensee. Licensee shall maintain in force throughout the Term of this Agreement Commercial general liability insurance, covering Licensee (and Licensor as an additional insured to the extent of Licensee's indemnification obligations), against injury to person and property and loss of life sustained in or upon the Licensed Premises, or the Property, with a combined single limit coverage of \$1,000,000.00 for property damage and for injury to or death of any one person and for injuries or deaths arising out of or resulting from any one occurrence.

Licensee shall deposit with Licensor prior to permitting any Licensee Party to enter upon the Licensed Premises appropriate certificates confirming the existence of such

insurance, executed by Licensee's insurance producer and including Licensors as an additional insured on Licensee's liability insurance required herein to the extent of Licensee's indemnification obligations. Licensee shall provide Licensors with prompt written notice of the cancellation of any insurance policy required to be maintained by Licensee pursuant to this Agreement.

8. Indemnity of Licensors. Licensee agrees to protect and hold Licensors, its clergy, officers, trustees, members, employees, and agents harmless and indemnified from and against any and all claims, demands, damages, actions, suits, judgments, decrees, orders and expenses, to the extent directly resulting from the negligence or intentional misconduct of Licensee or any Licensee Party (collectively, "Claims") in connection with use of the Licensed Premises by the Licensee Parties, including, without limitation, any property damage or personal injuries, including wrongful death, sustained or claimed to have been sustained to any person or property in or upon the Licensed Premises or the Property resulting from the negligence or intentional misconduct of Licensee.

9. Surrender of the Licensed Premises. Licensee, upon termination of the License, agrees to peaceably surrender to Licensors the Licensed Premises in the same condition as received, subject only to reasonable wear and tear.

10. Notices. Notices and demands required or permitted to be given hereunder shall be given by registered or certified mail or overnight courier service addressed to Licensors or Licensee, as applicable, at the respective address for such party set forth in the introductory paragraph of this Agreement.

11. Condition of the Licensed Premises. Licensee hereby accepts the Licensed Premises in its "as is" condition, and acknowledges and agrees that Licensors shall not be required to perform any work, make any installations or incur any expenses to prepare same for Licensee's use, provided however, that nothing herein shall relieve Licensors of its maintenance, repair and replacement obligations pursuant to this Agreement.

12. No Waiver. No failure by Licensors to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available for a breach thereof, and no acceptance of full or partial payment during the continuance of any such breach, shall constitute a waiver of any such breach of any such term or condition. No failure by Licensee to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available for a breach thereof shall constitute a waiver of any such breach of any such term or condition. No term or condition of this Agreement required to be performed or observed by a party, and no such breach thereof, shall be waived, altered or modified, except by a written instrument executed by the other party. No waiver of any breach shall affect or alter any term or condition of this Agreement and each such term and condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

13. Governing Law; Successors, Subordination. This Agreement and all of the terms, covenants and conditions hereof shall be construed under and governed in all respects by the internal laws of the State of New York and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be subject and subordinate to any and all mortgages and ground leases affecting the Property or any portion thereof and all extensions, consolidations, amendments or replacements thereof.

14. Broker. Licensee and Licensors represent to each other that this Agreement was brought about by Rand Commercial (the “Broker”), as broker, and all negotiations with respect to this Agreement were conducted exclusively with the Broker.

15. Entire Agreement. This instrument constitutes the entire agreement between the parties relative to the subject matter hereof. All prior negotiations and agreements are merged herein. Licensors and Licensee hereby acknowledge that neither of them, nor any of their respective agents or representatives, has made any representations, statements or promises upon which the other has relied regarding any matter or thing relating to the substance of this Agreement, except as is expressly set forth herein. No oral or written statement, representation or promise whatsoever with respect to the foregoing or any other matter made by Licensors or its agents shall be binding on Licensors unless expressly set forth in this Agreement. No modification of this Agreement shall be valid unless made by an instrument in writing signed by both Licensors and Licensee.

16. Counterparts. This Agreement may be executed in any number of counterparts, any one of which shall constitute an original of this Agreement. When counterparts have been executed by all parties, they shall have the same effect as if the signatures to each counterpart were upon the same documents. The parties agree that all such signatures may be transferred to a single document upon the request of any party. This Agreement shall not be binding unless and until it shall be fully executed and delivered by all parties hereto.

17. Authority. Each party represents and warrants to the other that such party has the full authority and power to enter into this Agreement without consent, approval or authorization of any third party, including, without limitation, the ground lessor of the Property.

18. Recitals. The Recitals of this Agreement are true and correct and are incorporated into this Agreement by reference.

IN WITNESS WHEREOF, Licensors and Licensee have caused these presents to be duly executed as of the date first written above.

LICENSOR:

By: _____

Name:

Title:

LICENSEE:

By: _____

Name:

Title:

EXHIBIT “1”

Plan Showing the Licensed Premises

(see attached)

RESOLUTION #72 Approval of the SGH WORK AUTHORIZATION ORDER NO. 3 – ADDITIONAL SERVICES, Dated May 18, 2026, in the Amount of \$13,475 for Site Light Analysis

RESOLVED, that the Board hereby approves the SGH WORK AUTHORIZATION ORDER NO. 3 – ADDITIONAL SERVICES, dated May 18, 2026, in the Amount of \$13,475 for site light analysis

On a motion by Amanda Curley, seconded by Rachel Murphy, and passed unanimously 4-0, the above resolution was approved.

RESOLUTION #73 Approval to pay the Lothrop Invoice # 2602-02-1R, Dated February 28, 2026, in the Amount of \$440,666.68

RESOLVED, that the Board hereby approves the payment of the Lothrop Invoice # 2602-02-1R, Dated February 28, 2026, in the Amount of \$440,666.68

On a motion by Amanda Marsh, seconded by Amanda Curley, and passed unanimously 4-0, the above resolution was approved.

RESOLUTION #74 Approval to pay the Lothrop Invoice # 2602-02-2, Dated March 31, 2026, in the Amount of \$ 134,624.64

RESOLVED, that the Board hereby approves the payment of the Lothrop Invoice # 2602-02-2, Dated March 31, 2026, in the Amount of \$134,624.64

On a motion by Rachel Murphy, seconded by Amanda Marsh, and passed unanimously 4-0, the above resolution was approved.

RESOLUTION #75 Approval to pay the Lothrop Invoice # 2602-02-3, Dated April 30, 2026, in the Amount of \$450,276.75

RESOLVED, that the Board hereby approves the payment of the Lothrop Invoice # 2602-02-3, Dated April 30, 2026, in the Amount of \$450,276.75

On a motion by Amanda Marsh, seconded by Rachel Murphy, and passed unanimously 4-0, the above resolution was amended to include “approval pending Lothrop’s submission of necessary additional information to document billed travel expenses.”

On a motion by Rachel Murphy, seconded by Amanda Curley and passed unanimously 4-0, the above amended resolution was approved.

Adjournment

On a motion by Rachel Murphy, seconded by Amanda Marsh, and passed unanimously 4-0, the meeting was adjourned at 6:13pm.