

1048

Attachment A1

~~Co-President~~ SECRETARY'S CERTIFICATE

The undersigned, ~~Secretary~~ of FAYETTEVILLE FREE LIBRARY, incorporated by a provisional charter issued by the Board of Regents of the University of the State of New York, for and on behalf of the New York State Educational Department, hereby certifies that at a duly called meeting of the Board of Directors of the Corporation held on March 17, 2020, at which meeting a quorum of the Directors of the Corporation were present and voting throughout, the following resolution was adopted:

"Resolved: That the Corporation be, and on behalf of the Corporation, the Treasurer is authorized and empowered:

To borrow, from time to time, from M&T Bank ("Bank"), such sum or sums of money as said officer(s) may deem necessary or advisable for the purpose of this Corporation, including without limitation, \$300,000.00 evidenced by that certain **Multiple Disbursement Term Note**, dated March, 2020, by FAYETTEVILLE FREE LIBRARY in favor of the Bank in the original principal amount of \$300,000.00;

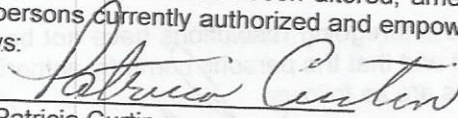
To mortgage, pledge, hypothecate, sell, assign and transfer to Bank and to grant to Bank security interests in, as security for money borrowed and for all other obligations of this Corporation to Bank, all property of this Corporation, whether real, personal, or of whatever kind or nature and wherever situated, and whether now owned or hereafter acquired or arising;

To make, execute, seal, acknowledge and deliver, in the name of this Corporation, promissory notes, loan agreements, credit agreements, construction loan agreements, financing agreements, security agreements, mortgages, deeds of trust, deeds to secure debt, guaranties, and all other instruments, documents and agreements required by Bank (collectively, the "Loan Documents") in connection with, or to give effect to, the foregoing resolutions or any of the powers and authority therein granted and to continue, extend, modify or amend the same from time to time, all such Loan Documents to be in such form and on such terms and conditions as any of the said officer(s) shall, by his, her or their execution and delivery thereof, deem satisfactory; hereby ratifying, approving and confirming all that any of the said officer(s) has done or may do respecting any of the foregoing; and that the Board of Directors may, from time to time, delegate the authority hereinbefore granted to such additional officer(s) or agents of this Corporation as the Board of Directors may determine; and

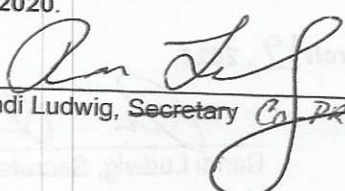
That all resolutions relative to the authority of any officer or other agent to act on behalf of the Corporation in any dealing or transaction with the Bank shall remain in full force and effect until written notice of modification thereof shall be received by Bank and that the Bank may conclusively rely on the signatures of the officers or agents designated in such resolutions until notified in writing by the Secretary of the Corporation of any change in such officers or agents and thereafter the Bank may conclusively rely on the signatures of the successors in office."

I further certify that the foregoing resolutions have not been altered, amended or rescinded but remain in full force and effect and that the persons currently authorized and empowered to act thereunder and their specimen signatures are as follows:

Treasurer


Patricia Curtin

WITNESS my hand this March 19, 2020.


Randi Ludwig, Secretary ~~Co~~ PRESIDENT



Attachment A 2

SECRETARY'S CERTIFICATE

The undersigned, ^{Co-President} ~~Secretary~~ of FAYETTEVILLE FREE LIBRARY, incorporated by a provisional charter issued by the Board of Regents of the University of the State of New York, for and on behalf of the New York State Educational Department, hereby certifies that at a duly called meeting of the Board of Directors of the Corporation held on March 17, 2020, at which meeting a quorum of the Directors of the Corporation were present and voting throughout, the following resolution was adopted:

"Resolved: That the Corporation be, and on behalf of the Corporation, the Treasurer is authorized and empowered:

To borrow, from time to time, from M&T Bank ("Bank"), such sum or sums of money as said officer(s) may deem necessary or advisable for the purpose of this Corporation, including without limitation, \$329,825.61 evidenced by that certain Amended and Restated Term Note, dated effective as of March 2, 2020, by FAYETTEVILLE FREE LIBRARY in favor of the Bank in the original principal amount of \$329,825.61;

To mortgage, pledge, hypothecate, sell, assign and transfer to Bank and to grant to Bank security interests in, as security for money borrowed and for all other obligations of this Corporation to Bank, all property of this Corporation, whether real, personal, or of whatever kind or nature and wherever situated, and whether now owned or hereafter acquired or arising;

To make, execute, seal, acknowledge and deliver, in the name of this Corporation, promissory notes, loan agreements, credit agreements, construction loan agreements, financing agreements, security agreements, mortgages, deeds of trust, deeds to secure debt, guaranties, and all other instruments, documents and agreements required by Bank (collectively, the "Loan Documents") in connection with, or to give effect to, the foregoing resolutions or any of the powers and authority therein granted and to continue, extend, modify or amend the same from time to time, all such Loan Documents to be in such form and on such terms and conditions as any of the said officer(s) shall, by his, her or their execution and delivery thereof, deem satisfactory; hereby ratifying, approving and confirming all that any of the said officer(s) has done or may do respecting any of the foregoing; and that the Board of Directors may, from time to time, delegate the authority hereinbefore granted to such additional officer(s) or agents of this Corporation as the Board of Directors may determine; and

That all resolutions relative to the authority of any officer or other agent to act on behalf of the Corporation in any dealing or transaction with the Bank shall remain in full force and effect until written notice of modification thereof shall be received by Bank and that the Bank may conclusively rely on the signatures of the officers or agents designated in such resolutions until notified in writing by the Secretary of the Corporation of any change in such officers or agents and thereafter the Bank may conclusively rely on the signatures of the successors in office."

I further certify that the foregoing resolutions have not been altered, amended or rescinded but remain in full force and effect and that the persons currently authorized and empowered to act thereunder and their specimen signatures are as follows:

Treasurer

Patricia Curtin

WITNESS my hand this March 19, 2020.

Randi Ludwig, ~~Secretary~~ ^{Co-President}

ACCOUNT NUMBER _____
 DEPOSITOR _____

SAFE DEPOSIT BOX _____
 BRANCH LOCATION (CC#) _____
 SAFE DEPOSIT BOX NUMBER _____

NAME HEATHER MATZEL
 ROLE/TITLE Executive Director
 ADDRESS Fayetteville Free Library 300
Orchard Street, Fayetteville, NY 13066
 TELEPHONE (315) 637-6374 x 307
 EMAIL ADDRESS (if available) hmatzel@fflib.org
 U.S. SSN _____
 COUNTRY(IES) OF CITIZENSHIP US
 COUNTRY OF RESIDENCE US
 DATE OF BIRTH _____
 SIGNATURE [Signature]

NAME PATRICIA CURTIN
 ROLE/TITLE Board Member Treasurer
 ADDRESS Fayetteville Free Library
300 Orchard St. Fayetteville, NY 13066
 TELEPHONE 315-727-2210
 EMAIL ADDRESS (if available) _____
 U.S. SSN _____
 COUNTRY(IES) OF CITIZENSHIP US
 COUNTRY OF RESIDENCE US
 DATE OF BIRTH _____
 SIGNATURE [Signature]

NAME EVERETT J. BURNHAM
 ROLE/TITLE Director of Finance
 ADDRESS Fayetteville Free L. brary, 300
Orchard St. Fayetteville, NY 13066
 TELEPHONE 315-637-6374 x 301
 EMAIL ADDRESS (if available) eburnham@fflib.org
 U.S. SSN _____
 COUNTRY(IES) OF CITIZENSHIP US
 COUNTRY OF RESIDENCE US
 DATE OF BIRTH _____
 SIGNATURE [Signature]

NAME _____
 ROLE/TITLE _____
 ADDRESS _____
 TELEPHONE _____
 EMAIL ADDRESS (if available) _____
 U.S. SSN _____
 COUNTRY(IES) OF CITIZENSHIP _____
 COUNTRY OF RESIDENCE _____
 DATE OF BIRTH _____
 SIGNATURE _____

I certify that the resolutions set forth below or provided separately to M&T Bank were duly adopted by the Board of Directors of Depositor, a corporation duly organized and validly existing under the laws of the State of NY, (the "Depositor"), by unanimous consent or at a meeting duly called and held on MARCH 17, 2020; that each of such resolutions is in full force and effect and none has been rescinded, revoked or modified; and that none of such resolutions nor any action pursuant thereto will violate any law, certificate of incorporation, by-law or agreement by which Depositor or any of its assets is bound. RESOLVED: that

- Manufacturers and Traders Trust Company ("M&T Bank") is hereby designated a depository for the Depositor and the officers or employees named herein or on a Rider hereto are hereby authorized to open a deposit account (the "Account") on behalf of Depositor.
- M&T Bank may purchase, give credit for, cash, accept, certify and pay from funds on deposit in the Account, without inquiry, all items signed, drawn, accepted or endorsed on behalf of Depositor, whether under a title, the words "Authorized Signature" or otherwise, with the actual or purported facsimile signature of any one of the persons whose names, titles and specimen signatures appear above or on a Rider hereto, or his or her successor in office (each an "Authorized Signer"), regardless of the circumstances under which the signature shall have become affixed so long

Attachment A-3

as the signature is the actual signature of an Authorized Signer or resembles the facsimile signature of an Authorized Signer previously certified to M&T Bank. Depositor shall indemnify M&T Bank against all claims, damages, liabilities, costs and expenses (including, but not limited to, attorneys' fees and disbursements) incurred by M&T Bank in connection with honoring any signature of any Authorized Signer (including any facsimile signature that resembles the facsimile signature of an Authorized Signer previously certified to M&T Bank) or any refusal to honor the signature of any person who is not an Authorized Signer. Depositor acknowledges and agrees that any requirement of Depositor that any item or other instrument for the payment of money signed, drawn, accepted or endorsed on behalf of Depositor bear the signature of more than one Authorized Signer is solely an internal requirement of Depositor and imposes no duty of enforcement on M&T Bank.

3. Any Authorized Signer may, on behalf of Depositor, transact with and through M&T Bank all such business as he or she deems advisable upon such terms as he or she deems proper, including, but not limited to, discounting, selling, assigning, delivering and negotiating items, guaranteeing the obligations of others, applying for and using any ATM or debit card providing access to the Account, contracting for automated clearing house ("ACH") payments and funds transfer services, cash management, trust and investment products and any other services and transactions in any way related to the Account or the funds on deposit from time to time therein, and pledging, assigning or granting security interests or other rights in the Account to M&T Bank or to third parties, and in connection with any such transaction of business, do or perform all such acts or other things as he or she shall deem proper, including, but not limited to, signing, drawing, accepting, endorsing, executing and delivering items, guaranties, assignments, pledges, receipts, waivers, releases, indemnities and other instruments, agreements and documents, accepting, receiving, withdrawing and waiving demands and notices and incurring and paying liabilities, costs and expenses.
4. In the event an Authorized Signer acting on behalf of Depositor shall apply to or contract with M&T Bank for any electronic funds transfer service that M&T Bank may make available to Depositor, including, but not limited to, any service that contemplates M&T Bank's execution of payment orders initiated by Depositor for the wire or ACH transfer of funds to or from an Account of Depositor, such Authorized Signer shall be empowered on behalf of Depositor to designate one or more persons (who may, but need not be, Authorized Signers), each of whom, acting alone, shall be authorized on behalf of Depositor to transmit payment orders to M&T Bank for the transfer of funds to or from Depositor's Account.
5. Each person identified as an Authorized Signer, and each person or persons designated by an Authorized Signer to act on behalf of Depositor (who may, but need not be, Authorized Signers), shall have the power and authority to transact business and bind Depositor through electronic medium (e.g., the Internet) and M&T Bank may rely on any of the following to the same extent as the actual signature and proof of identity of each such person to bind Depositor: any electronic signature or digital signature, under applicable law, of such person; any identifier issued by M&T Bank, its affiliates or any other party (e.g., Personal Identification Number associated with ATM or other card or any access device) to such person; or any other criteria that M&T Bank may reasonably rely on which may serve as an indicator of authentication for such person.

I further certify that each person whose name appears above or on a Rider hereto opposite an office has been duly elected or appointed to and now holds such office of Depositor; that each other person whose name thus appears is acting for Depositor in the capacity opposite such other person's name; and that each signature on this certification or a Rider hereto is a true specimen of the signature of the person whose signature it purports to be.

☐ I further certify that I am the sole owner of all the issued and outstanding stock of Depositor.

x 
Signature of ~~Corporate Secretary~~ CO-PRESIDENT

3/19/2020
Date

Randi Ludwig

Print Name

FOR DISCUSSION ONLY

Fayetteville Free Library (FFL)
Budget Revision 2020-2021

Attachment B

Fayetteville Free Library (FFL) Board of Trustees
For Board approval - March 17, 2020

INCOME	2019-2020 Budget	2020-2021 Proposed	Difference from Proposed - Budget	
Referendum Vote	\$ 1,859,060	\$ 1,894,382	\$ 35,322	1.90%
State Aid	2,800	2,800	-	0.00%
Fines & Fees	22,000	10,800	(11,200)	-50.91%
Book Sales & merchandise	20,000	15,000	(5,000)	-25.00%
Café 300	49,000	49,000	-	0.00%
<i>Other Income</i>	43,400	48,000	4,600	10.60%
Total Income	\$ 1,996,260	\$ 2,019,982	\$ 23,722	1.19%
EXPENSES	2019-2020 Budget	2020-2021 Proposed	Difference from Proposed - Budget	
<i>Programs and Material</i>	228,950	239,883	10,933	4.78%
<i>Information Technology</i>	105,750	109,610	3,860	3.65%
<i>Café 300</i>	25,970	25,970	-	0.00%
<i>Buildings & Grounds</i>	165,310	187,950	22,640	13.70%
<i>Finance</i>	105,915	89,291	(16,624)	-15.70%
<i>Administrative</i>	17,210	20,680	3,470	20.16%
<i>Personnel</i>	1,347,155	1,346,598	(557)	-0.04%
Total Expenses	\$ 1,996,260	\$ 2,019,982	\$ 23,722	1.19%
Income - Expense:	\$ -	\$ -	\$ -	

Greater than 80% of the budget is utilized for programs, materials, labor, building upkeep, etc. This is compliance with not-for-profit use of funds.