

Thursday August 12, 2021  
BOARD OF TRUSTEES MEETING (special), 6:30 PM  
Agenda

- I. Call to Order by President Gemma Tansey
- II. Pledge of Allegiance
- ~~III. Approval of Minutes~~
- ~~IV. Approval of Bills and Schedules~~
- V. Public Comment on agenda items (limited to two minutes per person)
- ~~VI. Director and Staff Reports~~
- ~~VII. Old Business~~
- VIII. New Business
  - 1. Harvey Weisenberg Gift Agreement (Vote Needed)
  - 2. Updated Hours for Main starting September 1<sup>st</sup> (Vote Needed)
- IX. Public Comment – all other items (limited to three minutes per person)
- X. CSEA
- XI. Personnel
- XII. Executive Session
- XIII. Date and Time of Next Meeting  
Monday September 20, 2021 @ 6:30 PM (Approved at 7/18 meeting)
- XIV. Adjournment (Vote Needed)

**GIFT AGREEMENT**  
**between**  
**Harvey Weisenberg**  
**and the**  
**Long Beach Public Library**

The following sets forth the agreement between Harvey Weisenberg (the "Donor") and the Long Beach Public Library (the "Library"). This agreement will be made part of the Library's records and is intended as a guide to those who administer it.

**1. Gift**

The Donor, in consideration of his interest in the Library, hereby irrevocably pledges to the Library the amount of Twenty-five thousand dollars (\$25,000.00)(the "Gift") which will be utilized by the Library solely for the use and benefit of the Library for the purposes hereinafter set forth.

**2 Purpose**

The Donor's Gift will be used to support the expected renovation of space at the Library. In honor of the Donor, in grateful recognition of the Donor's generosity, and in reliance upon this Agreement, the Library agrees that the Gift will be used to create a Local History Room (the "Room") as part of the expected first floor renovation at the Main branch of the Library, 111 West Park Avenue, Long Beach, New York which will feature a permanent exhibit of items from the 2021 exhibit "Harvey Weisenberg: A Lifetime of Sand, Sea and Service" (the "Exhibition"), subject to the acceptance of the Gift and approval of by the Board of Trustees of the Library. It is understood that the Library will ensure recognition of the Donor is consistent with the aesthetics and architecture of the space and the Library will endeavor to use its best efforts to conform the Exhibition and Room to the desires and wishes of the Donor, however, the Library shall not and will not warranty that such will be initiated.

Donor acknowledges that the Main branch of the Library is owned by the Long Beach City School District and as that being so, in the event that the Long Beach Public Library located at 111 West Park Avenue, Long Beach, New York is demolished, destroyed, or ceases to be used by the Library, or in the event that the Room is substantially renovated, the then President of the Board of Trustees of the Long Beach Public Library will work with the Donor, or the Donor's designee to be named by the Donor with written notice to the Library on or before August 31, 2021, to determine another appropriate form of recognition for the support provided by this Gift.

**3. Schedule and Form of Gift**

The Donor will make full payment of Twenty-five thousand dollars (\$25,000.00) on or before August 31, 2021. If, at the time of the Donor's death, any amounts remain outstanding on the pledge, it is the Donor's intention that the outstanding amount becomes

a debt of his estate and that his personal representative(s) pay such debt to the Library out of estate assets. Alternatively, the Donor may choose to make provisions through his estate plans for the completion of this commitment. If so, the Donor shall verify that he has informed his personal representative of this commitment and irrevocably agrees to provide the Library with the pertinent section of the estate document(s) relating to the completion of this pledge no later than August 31, 2021.

#### **4. Recognition and Termination**

The name of the Donor may be publicized in relation to this project. The Donor agrees to be recognized in publications unless otherwise noted below:

- a. I wish to have my name listed as follows (please clearly print on the line below):

Harvey and Ellen Weisenberg Special Needs Foundation

- b. I wish no publicity with respect to this gift \_\_\_\_\_ (kindly check if chosen).
- c. I wish for this gift to remain anonymous \_\_\_\_\_ (kindly check if chosen).

In addition to any rights and remedies available at law, the Library may terminate this Agreement in the event of the default in any manner whatsoever by the Donor in the payment of the Gift as provided in this Agreement. Upon any such termination of this Agreement the Library shall have no further obligation or liability to the Donor and shall not be required to return any portion of the Gift already paid.

#### **5. Contingency**

If at any time the Library determines in its sole and absolute discretion that the Donor's activities reflect negatively on the Library's public image, reputation or are in conflict with its mission, the Library shall have the absolute right to terminate the Exhibition. Any and all action whatsoever taken by the Library respecting this Agreement shall be taken in the Library's sole and absolute discretion.

#### **6. Applicable Law and Venue**

This agreement will be governed by and construed in accordance with the laws of the State of New York without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. Any legal proceeding brought in connection with disputes relating to or

arising out of this Agreement shall be filed and heard in a court of competent jurisdiction, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient.

**7. Entire Agreement**

This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreements, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

**8. Assignment**

This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.

**9. Binding Effect**

This Agreement is binding upon the successors, personal representatives and assignees of the parties.

**10. Severability**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and such determination will in no way affect the validity or enforceability of any other provision of this Agreement.

**11. Indemnification**

The Donor irrevocably agrees to hold harmless and indemnify the Library, the Board of Trustees of the Long Beach Public Library, its employees, representatives, successors and assignees from any legal proceeding, action, or suit of any nature whatsoever commenced by the Donor, his legal heirs, successors, representatives or assignees together with any and all costs associated therein including, but not limited to, attorney's fees.

**12. Board of Trustees Approval**

This Agreement and the recognition, Exhibition and creation of the Room provided for herein are subject to the approval by the Board and this Agreement will not

be effective unless and until approved by the Board.

**13. Communications**

All communications or notices, if any, under this Agreement will be in writing and will be mailed, personally delivered, or delivered by next-day courier to the addresses set forth below:

If to the Donor:


Harvey Weisenberg  
730 West Broadway, Apt 5G  
Long Beach, New York 11561

If to the Library:

Long Beach Public Library  
111 West Park Avenue  
Long Beach, New York 11561  
Attn: Gemma Tansey, President  
Long Beach Public Library  
Board of Trustees

IN WITNESS WHEREOF, the Donor and representative of the Library have executed this agreement on this the 22nd day of July, 2021.

**THE BOARD OF TRUSTEES of the Long  
Beach Public Library**

  
Harvey Weisenberg

by: \_\_\_\_\_  
Gemma Tansey  
President



111 WEST PARK AVENUE  
LONG BEACH, NY 11561  
PHONE: 516-432-7201  
EMAIL: [INFO@LONGBEACHLIBRARY.ORG](mailto:INFO@LONGBEACHLIBRARY.ORG)  
[WWW.LONGBEACHLIBRARY.ORG](http://WWW.LONGBEACHLIBRARY.ORG)

## Proposed Main Library Hours starting September 1, 2021

Monday	9 AM to 8 PM
Tuesday	11 AM to 8 PM
Wednesday	9 AM to 8 PM
Thursday	9 AM to 8 PM
Friday	9 AM to 5 PM
Saturday	9 AM to 5 PM
Sunday	1 to 5 PM (starts first Sunday after Labor Day)