



Janet S. Fricker
Executive Director

January 13, 2012

Eric R. Evans
President, City Council
City of Bethlehem
10 East Church St.
Bethlehem, PA 18018

Dear President Evans,

I am enclosing copies of the official notice given to the Bethlehem Area Public Library by the solicitor of the Borough of Freemansburg, that the borough will no longer be contracting services from the library, as of January 1, 2012.

Borough Manager, Judith Danko, explained to me by telephone that their decision was made based on the financial difficulties faced by the Borough. She said that Freemansburg would not be able to contract with any library at this time, "even if the cost were \$20,000 per year."

Our board and the library staff are very upset that this decision has been made, and while I don't see that this situation is likely to change in the near future, we are always open to exploring ways to bring Freemansburg back into our service area.

Sincerely,

Janet S. Fricker
Executive Director

JSF:hs
cc: Kathy Weil, President
Board of Trustees, BAPL
enc

FOX TOBEY, P.C.

ATTORNEYS AT LAW

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WHERE BETHLEHEM MEETS ALLENTOWN

October 20, 2011

Mr. Ron Serfass
Finance Manager
Bethlehem Public Library
11 West Church Street
Bethlehem, PA 18017-7280

Re: Freemansburg Agreement with the Bethlehem Public Library

Dear Mr. Serfass:

The undersigned serves as Solicitor to the Borough of Freemansburg, Northampton County, Pennsylvania.

By agreement under date of December 3, 2001, the Borough of Freemansburg became a "contracting municipality" with the Bethlehem Area Public Library. I enclose a copy of that three page agreement.

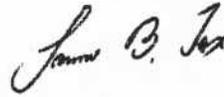
Paragraph 8 reflects that if a municipal party seeks to cancel its inclusion in the agreement, notice thereof must be submitted to the Bethlehem Area Public Library on or before November 15 of the then current contract year.

On Monday, October 17, 2011, a majority of the members of the Freemansburg Borough Council determined that the Borough of Freemansburg is unable to continue as a contracting municipality. This letter is written to give the Bethlehem Area Public Library the requisite notice that the Borough of Freemansburg is terminating its status as a party to the agreement with the close of calendar year 2011.

The decision to end the relationship with the Bethlehem Area Public Library is a difficult one. I personally have been a card carrying member of the library for over sixty (60) years. Therefore, please do not hesitate to contact me, should you have any questions.

Thank you for your consideration in this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Lawrence B. Fox".

Lawrence B. Fox

LBF:beh
Cc: Judi Danko
Bud Lorrh

MONTGOMERY COUNTY OFFICE
345 MAIN STREET, SUITE 103
HARLEYSVILLE, PENNSYLVANIA 19438

AGREEMENT

AGREEMENT made and entered into this 3rd day of December

2001, (this Agreement to become effective January 1, 2002) by and between the BETHLEHEM AREA PUBLIC LIBRARY, INC., a Pennsylvania Non-Profit Corporation with its principal office located at 11 West Church Street, Bethlehem, Pennsylvania, hereinafter called the "Library" and the BOROUGH OF FREEMANSBURG, Northampton County, Pennsylvania, hereinafter called the "Contracting Municipality".

WITNESSETH:

WHEREAS, the Bethlehem Area Public Library was organized as a free public nonsectarian library for the residents of the City of Bethlehem, and is primarily maintained through the tax support of said residents; and

WHEREAS, The Contracting Municipality is desirous of providing its residents with the privileges of the Library;

NOW, THEREFORE, in consideration of the promises contained herein and intending to be legally bound, it is hereby agreed as follows:

1. The Borough will make payments to the library, based on the following schedule:

- (a) For 2002, the sum of \$ 9,011;
- (b) For 2003, the sum of \$14,702;
- (c) For 2004, the sum of \$20,393;
- (d) For 2005, the sum of \$26,084;
- (e) For 2006 and subsequent years, the Contracting

Municipality will be charged for the Library Service on a per capita basis, said per capita contribution to be equal to the City of Bethlehem's per capita cost. The City of Bethlehem's per capita cost shall be determined by dividing the City of Bethlehem's total population into the City of Bethlehem's total budget allocation together with that amount

annually expended by the City of Bethlehem for insurance and other services for the Library. All population figures will be based on the latest Federal census.

2. Payments for any year shall be payable in twelve (12) equal installments due on the fifteenth (15th) day of each month.

3. In addition to the charges specified in paragraph one (1), all matching funds received by the Contracting Municipality from the Commonwealth of Pennsylvania on behalf of residents of the Contracting Municipality for library purposes shall be paid to the Library.

4. The Library shall issue resident library privilege identification cards to residents of the Contracting Municipality without charge, at their request. Such cards shall entitle the holders thereof to all the privileges with respect to library services available to residents of Bethlehem who are holders of library cards. The use of said cards shall be subject to all the rules and regulations of the Library and shall be conditioned upon the continuance in force of this Agreement.

5. The Contracting Municipality may appoint a representative to the Board of Trustees of the Library. Such representative will have one vote.

6. The Contracting Municipality shall not be responsible nor liable for loss or damage to property or materials of the Library, but such responsibility shall be that of individual card holders.

7. Regular bookmobile service will be provided consistent with the budgetary capabilities of the Library. If bookmobile service is provided, it will be provided to all Contracting Municipalities.

8. This Agreement shall continue in force from year to year but may be cancelled by either party giving to the other party written notice of intent to cancel at the end of any calendar year, which notice must be received no later than November 15th of the current contract year.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

BETHLEHEM AREA PUBLIC LIBRARY, INC.

ATTEST:

Jack M. Berk
JACK M. BERK
Executive Director

BY Ardeith M. Smackey
ARDEITH M. SMACKEY
President
BOROUGH OF FREEMANSBURG

ATTEST:

Andrew J. Cividon, Jr.
Andrew J. Cividon, Jr.
Secretary Treasurer

BY Judith A. Danko
Judith A. Danko
BOROUGH MANAGER