

Western Sullivan Public Library

BOARD MEETING AGENDA

Regular Board Meeting
September 12, 2022
Delaware Free Branch, 5:30pm

- I. Call to Order
- II. Pledge of Allegiance
- III. Adoption of Agenda
- IV. Public Comment Period
- V. Approval of Reorg Minutes, August 8, 2022 regular meeting minutes, August 16 and 26, 2022 special meeting minutes
- VI. Financial Reports
 - a. Treasurer's Report
 - b. Monthly Financial Reports through September 11, 2022
Payment of Bills through September 11, 2022
- VII. Director's Report
- VIII. New Business
 - a. Resignation
 - b. Staff Appointments
 - c. Narrowsburg Heating Upgrades Proposals
 - d. Jeffersonville Parking Lot Bid
- IX. Old Business
 - a. Staff Conference Request
 - b. RCLS IT/ILS Contracts
- X. Committee Reports
 - Building
 - Personnel
 - Donations
 - Finance
 - By Laws
 - Nominating
 - FOL Liaison
 - Executive
 - Outreach
- XI. Dates to Remember
 - a. See monthly [online newsletter](#)
 - b. SUPLA Legislative Lunch, September 15, 2022
- XII. Correspondence
- XIII. Adjournment

Next Meeting: Monday, October 11, 2022 5:30pm, Jeffersonville Branch



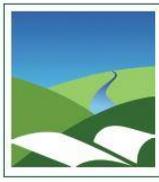
Western Sullivan Public Library

I. New Business

- a. Resignation: Accept the resignation of Connor Watson as Library Page as of August 13, 2022.
- b. Staff Appointments
 - i. Appoint Makenzie Watson to part time library page at \$14.00 per hour as of August 30, 2022.
 - ii. Appoint Susan Couture to temporary part time library manager at \$20.14 per hour.
 - iii. Appoint Leeann Bruetsch to part time library clerk at \$15.83 per hour as of September 10, 2022.
- c. Narrowsburg Heating Upgrades Proposals
- d. Jeffersonville Parking Lot Bid

II. Old Business

- a. Staff Conference Request
- b. RCLS IT/ILS Contracts: Review and approve contracts.



Western Sullivan Public Library

DIRECTOR'S REPORT

September 12, 2022

Building/Equipment:

The blower motor and the insulation of suction line for the upstairs HVAC unit needs to be replaced. Cost is \$685. Work will be done when parts come in.

Finance:

The extension request for the Annual Financial Report was approved.

The library received 90% of Local Library Services Aid (LLSA) funds totaling \$2,710.

Personnel:

Library Page Connor Watson resigned from his position as of August 13, 2022. There were three applicants for the position. We have two candidates for the adult programmer position. Interviews will be held in September.

Professional Development/Meetings:

8/10/22: Jeffersonville Village Board Meeting

8/12/22: SUPLA Meeting

8/17/22: Social Media Training with Superfine Social

9/8/22: Directors Association Executive Committee Meeting

9/9/22: Sullivan Public Library Alliance Meeting

9/12/22: Directors Association Executive Committee Meeting

Programs:

[View newsletter](#)

Strategic Plan Progress:

See attached.

Monthly Statistics:

See statistics in "Other Items" on libguide.

Other:

View the [RCLS calendar](#) at www.rcls.org for upcoming Trustee trainings.

2022 Sexual Harassment Prevention Training needs to be completed by the end of the year. Link in under the Training tab on the libguide.



Western Sullivan Public Library

RCLS 2023 Budget Discussions

Tuesday, September 20, 2022 at 7:00 p.m. – 8:00 p.m. Via Zoom

The deadline for registration is Monday, September 19

Tuesday, September 27, 2022 at 7:00p.m. – 8:00 p.m. Via Zoom

The deadline for registration is Monday, September 26



Reports from Branch Managers and Programmer

Progress Report from Kristen Dasenbrock, Library Assistant (Youth Services)

In this past year, I've worked to evaluate ways to maintain our current patronship while expanding to a wider audience. Based on the goals for our strategic plan, I've focused on the following objectives:

Enhance marketing and public outreach:

Objective 1: Find new and innovative ways to reach all residents of our service area.

- Collaborate with schools, community organizations, and local businesses.
- Attend community events and meetings.

I've continued or began a partnership with the following organizations - SALT, the Delaware Youth Center, National Park Service and Sullivan County Libraries.

- Engage all residents of the Sullivan West School District annually.

I work with the school librarian to get our services out there to the kids at the school and we're planning an in-house program. As well as the SALT meetings in the schools and other library visits.

Objective 2: Increase awareness of current services, programs and collections.

Marketing all of our different programs at various locations, including our own social media.

Objective 3: Increase the number of card holders.

We had the entire 1st grade class visit the library and offered them registration packets to get their first card.

Continually reach out to the public to see what programming they need and desire.

Objective 1: Explore and optimize methods for patron feedback

- Evaluate current programming, including virtual programming, via a feedback form/short survey emailed to participants.

We put out an evaluation at the end of spring to discern which programs would be a benefit to continue and which programs we can let go of. I also consistently connect with parents to find out how they're doing with what we offer and see if there's any tweaks or changes that need to be made to the programs as well as the timing or locations.

Enhance Patrons' Library Experience, Both In-Person and via Digital Access.

Objective 2: Improve the physical collections to reflect patrons' needs and desires.

Building an interactive space in the children's room to encourage hands on play, along with our physical collection.



Branch Report from Kyoshin Lohr, NAR Branch Manager

BRANCH GOALS FOR THE REMAINING 2022

Continued Collection development inclusive of diversity audits and weeding

We began this process in early Jan of 2022 based upon the webinar C.R.E.W Method of weeding library materials

NAR has carefully weeded and submitted 44 boxes to Baker & Taylor's Sustainable Shelves and put many discarded items on a shelf in the lobby for patrons to take.

Over the winter and spring 2022-23 we anticipate completing the weeding of the adult non-fiction collection as well as our DVD's and Audiobooks, based upon the guidelines of our collection development and with the aid of Blue Cloud Analytics but also on simple hand weeding and checking book records individually.

From October through the end of 2022, we will weed the children and young adults sections. The end result of fully weeded shelves is to be able to offer our Patrons the most Up-To-Date authoritative books throughout the non-fiction sections and to carefully weed older fiction authors who are no longer fitting the criteria of circulation.

The quantifiable aspect of weeding a collection is also meant to increase circulation especially for our Young Adult community.

In addition, our Narrowsburg Circulation Clerk, Julie Swendsen, organized and formulated a Coupon Rewards Program for all three branches, as additional incentive for Patrons to frequent the libraries. Beginning on August 1, 2022, the Narrowsburg Program has distributed over 67 coupons in just 20 twenty days. It's been a major success.

Jeffersonville Branch Report, Jennifer Olsen, JEF Branch Manager

We added where did you hear about the library to our online application and have received some great responses ranging from had a card before to flyer at the school. Getting 4 to 5 suggestions since putting the box out, I've ordered most of the items we didn't already have (some of the suggestions are for items we own). All our new books are being checked out, most of them by system patron's vs our own as the new books are open for hold system wide. Having a flyer of new books coming soon helps our patrons' put holds on the most popular books. The call number relabeling is ongoing; it's been helpful to catalog and shelve the books more accurately.



Strategic Plan Summary, Laura Moran, DEL Branch Manager:

DEL staff enthusiastically embrace the strategic plan. “Touchstones” are normalized into daily activities. The Touchstone reminder, posted at workstations, supports strategic plan goals. Previously all staff were naturally incorporating activities into their daily routines, but we now make efforts to intentionally note and track those interactions. Updates will come as more stats are collected.



What is your Strategic Plan Touchstone today?

Track success on daily sheet or put a sticky note in Laura's office.

- Tell 3+ patrons about the next program.
- Ask 1+ patron for book/item request.
- Ask 1+ patron to bring in a friend to get a library card.
- Take 2+ photos of library, windows, staff or gardens for files.
- Write 1+ book review and clip it to the book.
- Take 1+ Niche training and log participation in the CE tracker.
- Tell 1 patron about digital programs — Libby, Rosetta Stone, etc.
- * Create a 30 second survey for patrons
- * Create a social media post.
- * Create a display.

(*Manager approval.)

The strategic plan is a living document, it is the map for all we do within the library and helps us to keep “True North.” Are we:

1) Enhancing marketing and public outreach, attending community events and meetings, and increasing awareness of current services, programs and collections?

- Social Media mentoring has refined and energized WSPL postings. Alexa, Antony, and Lillian’s newly found skills have blossomed and DEL postings are more frequent, engaging, consistent, and creative.
- Window displays, too, are much more vibrant and sophisticated allowing the outside of the building to reflect the richness inside the building. Design is central to public engagement regarding programming and collections such as Summer Reading, Pride, Juneteenth, Woodstock anniversary, and upcoming Banned Books Week.
- In 2022, DEL has reached out to the community through public events such as Sullivan Pride and Country Fair where, combined, we offered over 400 visitors literacy and art activities highlighting our on-going programming. Combined for those two days, over 200 visitors were given tours and explored the library’s resources.
- DEL manager attends monthly CBA meetings and is actively reaching out to local history orgs and historians for preservation/archiving ideas.
- To help start the Rewards Program, DEL successfully reached out to certain local businesses as the first step, and by the end of 2022 will expand outreach to more businesses for donations.
- DEL is also launching an art challenge in October at the ArtWalk event. Visitors will be create Pop Art portraits from selfies. The strongest nine creations will be enlarged into



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3'x3' window clings and will glow in the upper windows of the DEL branches throughout winter 2022-23. Plans include school outreach to help support submissions.

- 2) **Are we maintaining and improving the physical plant with an eye towards the near future when every patron has remote access to digital media? Are those improvements to the physical plant reflecting our role as a community-building institution and our duty to enhance libraries as a public space? Are we improving the physical collections to reflect patrons' needs and desires and engaging new technologies for suitability at the library?**
- a. In response to the public survey wherein local history was indicated as a valuable community asset, DEL manager Laura is working closely with volunteer Dottie Hartz to organize, assess, streamline, and increase access to DEL's local history collections. As a first step, we have scoured the branch to find all history folders and resources, purchased sample archive supplies, and are in the process of organizing files and items.
 - b. Successful partnership with the Museum at Bethel Woods has led to: 1) sharing of resources 2) a WSPL patron-only free event and 3) pro bono consultations with their museum professionals regarding preservation and archive materials.
 - c. Audra and Laura are researching economical alternatives for the outdated microfilm machine. Laura is researching opportunities to digitize the reels to make them searchable and more accessible to patrons in house and at home.
 - d. We are in the process of procuring an economically priced large-format scanner which will help with preservation but also offer patrons a hard-to-find tool for their personal and professional needs
 - e. The ultimate community-building goals will be to preserve all materials we have, create (digital?) room for the history we are currently making, and also make space for our area's many different communities who are defining their own representation and engagement in that current history.



Western Sullivan Public Library

Unapproved Minutes of the Board of Trustees Meeting Jeffersonville Branch

August 8, 2022

Members Present: Marge Brown, Francis Cape, Evan Eisenberg (via Zoom), Kevin McDonough (via Zoom), Amber Novikov, Chris Peacock (via Zoom), Linda Pomes (President), Pam Reinhardt, Barbara Winfield

Staff Present: Audra Everett, Director

Call to Order: At 5:31 p.m. the meeting was called to order by President Linda Pomes with the Pledge of Allegiance

Adoption of Agenda: On a motion by Pam Reinhardt seconded by Marge Brown, the agenda was unanimously approved.

Public Comment Period: None

Approval of July 11, 2022 Regular Meeting Minutes: On a motion by Barbara Winfield seconded by Amber Novikov, the minutes of Regular July 11, 2022 Meeting was approved as amended. Evan Eisenberg abstained.

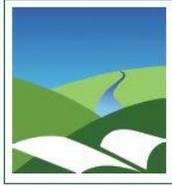
Financial Reports:

- a. On a Motion by Kevin McDonough seconded by Marge Brown, the Treasurer's Report was unanimously approved.
- b. On a Motion by Barbara Winfield seconded by Amber Novikov the Financial Reports through August 8, 2022 were unanimously approved.
- c. On a Motion by Pam Reinhardt seconded by Francis Cape, Payment of Bills through August 8, 2022 was unanimously approved.

Director's Report (see attached)

New Business:

- a. On a Motion by Pam Reinhardt seconded by Marge Brown the board voted unanimously to pay the Insurance Policy Renewal before Sept. 1, 2022.
- b. On a Motion by Pam Reinhardt seconded by Francis Cape, the board voted unanimously to approve the New York State Library Construction Aid Application for the Delaware Free Branch window restoration project. The State Aid for Library Construction application and accompanying documents are to be administered in accordance with the requirements of Education Law §273-a (as Amended by Chapter 148 of the laws of 2014) and Commissioner's Regulations §90.12 was read and duly adopted, and the conditions outlined in the RCLS Assurance letter have been accepted by the Board of Trustees of the Western Sullivan Public Library.



Western Sullivan Public Library

- c. On a Motion by Francis Cape seconded by Barbara Winfield the board voted unanimously to approve the New York State Library Construction Aid Application for the Jeffersonville Branch parking lot repaving. The State Aid for Library Construction application and accompanying documents are to be administered in accordance with the requirements of Education Law §273-a (as Amended by Chapter 148 of the laws of 2014) and Commissioner's Regulations §90.12 was read and duly adopted, and the conditions outlined in the RCLS Assurance letter have been accepted by the Board of Trustees of the Western Sullivan Public Library.
- d. On a Motion by Kevin McDonough seconded by Amber Novikov the board unanimously approved the 2021-2022 budget transfers.
- e. On a Motion by Marge Brown seconded by Francis Cape the board unanimously approved \$18,000 from IMM to the Capital Fund.
- f. Open Meeting Law Updates
 - i. On a Resolution by Barbara Winfield seconded by Marge Brown the board unanimously approved by Roll Call Vote updates to the Bylaws to authorize videoconferencing of Board meetings.
 - ii. On a Resolution by Francis Cape seconded by Amber Novikov the board unanimously approved policies for photographing and recording Board meetings.
- g. RCLS IT Contracts - no action
- h. Narrowsburg branch boiler - no action

Old Business:

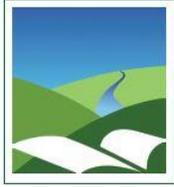
- a. Village of Jeffersonville Parking Lot: no update.
- b. Staff Conference Request: no update.

Adjournment:

On a motion made by Marge Brown seconded by Kevin McDonough, the board voted unanimously to adjourn the meeting at 6:35 p.m.

Next Meeting: Sept. 12, 2022, 5:30 p.m., Delaware Free Branch

Chris Peacock
Secretary



Western Sullivan Public Library

Unapproved Minutes of the Board of Trustees Special Meeting Jeffersonville Branch

August 16, 2022

Members Present: Marge Brown, Francis Cape, Evan Eisenberg (via Zoom), Kevin McDonough, Chris Peacock (via Zoom), Linda Pomes (President), Pam Reinhardt, Barbara Winfield. Absent: Amber Novikov

Staff Present: Audra Everett, Director

Call to Order: At 5:31 p.m. the meeting was called to order by President Linda Pomes with the Pledge of Allegiance

Adoption of Agenda: On a motion by Marge Brown seconded by Francis Cape, the agenda was unanimously approved.

Public Comment Period: None

New Business:

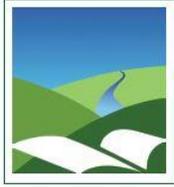
- a. On a Motion by Kevin McDonough seconded by Barbara Winfield the board voted to unanimously approve the Memorandum of Understanding as amended with the Village of Jeffersonville regarding the village and library parking lot.
- b. Tusten-Cochection Branch boiler
 - i. On a Motion by Pam Reinhardt seconded by Francis Cape, the board voted unanimously to approve the Application for New York State Library Construction Aid for the Tusten-Cochection Branch boiler. The State Aid for Library Construction application and accompanying documents are to be administered in accordance with the requirements of Education Law §273-a (as Amended by Chapter 148 of the laws of 2014) and Commissioner's Regulations §90.12 was read and duly adopted, and the conditions outlined in the RCLS Assurance letter have been accepted by the Board of Trustees of the Western Sullivan Public Library.
 - ii. On a Motion by Barbara Winfield seconded by Francis Cape, the board voted unanimously to open the bidding process to replace the Tusten-Cochection Branch boiler.

Adjournment:

On a motion made by Marge Brown seconded by Kevin McDonough, the board voted unanimously to adjourn the meeting at 6:06 p.m.

Next Regular Meeting: Sept. 12, 2022, 5:30 p.m., Delaware Free Branch

Chris Peacock
Secretary



Western Sullivan Public Library

Unapproved Minutes of the Board of Trustees Special Meeting via Zoom

August 26, 2022

Members Present: Marge Brown, Francis Cape, Evan Eisenberg, Kevin McDonough, Chris Peacock, Linda Pomes (President), Pam Reinhardt, Barbara Winfield. Absent: Francis Cape, Amber Novikov

Staff Present: Audra Everett, Director

Call to Order: At 5:31 p.m. the meeting was called to order by President Linda Pomes with the Pledge of Allegiance

Adoption of Agenda: On a motion by Marge Brown seconded by Kevin McDonough, the agenda was approved by unanimous consent.

Public Comment Period: None

New Business:

- a. Applications for New York Construction Aid — discussed, no further action.
- b. Executive Session: The board entered executive session at 5:41 p.m. Board exited executive session at 5:45 p.m.

Old Business:

- a. On a Motion by Marge Brown seconded by Barbara Winfield the board voted by unanimous Roll Call Vote to approve the Memorandum of Understanding with the Village of Jeffersonville as amended.

Adjournment:

On a motion by Marge Brown seconded by Kevin McDonough, the board voted by unanimous consent to adjourn the meeting at 5:47 p.m.

Next Regular Meeting: Sept. 12, 2022, 5:30 p.m., Delaware Free Branch

Chris Peacock
Secretary

Western Sullivan Public Library
 Monthly Reports for All Branches for Aug 2022

August Circulation	Callicoon	Jeffersonville	Narrowsburg
Adult Books	692	991	583
Young Adult Books	94	37	36
Children's Books	621	586	311
Periodicals	6	35	17
Audiobooks	52	41	28
Museum Pass (Apr-Dec)	1	0	1
DVDs	349	463	194
Other	15	7	6
2022 Totals	1830	2160	1176
2021 Totals	1502	1601	1010

Wireless usage per branch

	August 2021	August 2022
Callicoon	4706	4458
Jeffersonville	1551	1696
Narrowsburg	1664	2828
Total	7921	8982

Computer Use

	August 2021	August 2022
Callicoon	59	82
Jeffersonville	85	78
Narrowsburg	65	83
Total	209	243

Internet/Social Media

	August 2021	August 2022
Instagram followers	1028	1093
Facebook followers	852	1132
Metaverse video views	204	17,884
Website users	1000	1,556
Website sessions	1783	2550
Website page views	3061	3757
Podcast Downloads	1664	227

Monthly eNewsletter	sent to 315 subscribers	184 opens/ 26 clicks
Mailchimp weekly email blasts	1 email sent to 1,333 subscribers	499 opens/ 26 clicks

e-Circulation

Type	Aug 2021	Aug 2022
Callicoon e-content	378	344
Jeffersonville e-content	557	576
Narrowsburg e-content	251	238
Kanopy films (# of videos played)	473	479
Total	1659	1637

Curbside Pickup Appointments

Callicoon	0
Jeffersonville	0
Narrowsburg	6

Patron Count at the Library

	Aug 2021	Aug 2022
Callicoon	1002	1144
Jeffersonville	969	1012
Narrowsburg	891	905
Total	2862	3061

Reference questions

	Aug 2021	Aug 2022
Callicoon	151	126
Jeffersonville	74	100
Narrowsburg	195	120
Total	420	346

Date	Program	Platform(s)/ Type	Target Audience	Attendance
8/1/2022	Narrowsburg Knitters	In-Person	Adult	9
8/2/2022	Hybrid Open Support	In-person	PCC	2
8/3/2022	Hybrid Open Support	In-person	PCC	3
8/8/2022	Hybrid Open Support	In-person	PCC	4
8/8/2022	Narrowsburg Knitters	In-Person	Adult	9
8/9/2022	Hybrid Open Support	In-person	PCC	2
8/9/2022	WSPL Bethel Woods Tour	In-Person	Adult	14
8/10/2022	Hybrid Open Support	In-person	PCC	2

8/10/2022	WSPL Bethel Woods Tour	In-Person	Adult	14
8/15/2022	Narrowsburg Knitters	In-Person	Adult	8
8/16/2022	Hybrid Open Support	In-person	PCC	4
8/17/2022	Hybrid Open Support	In-person	PCC	6
8/17/2022	Cricut	In-Person	Adult	9
8/19/2022	Delaware Free Watershed Readings Open Mic	In-Person	Adult	pending
8/19/2022	Craft Lovers	In-Person	Adult	4
8/22/2022	Hybrid Open Support	In-person	PCC	4
8/22/2022	Narrowsburg Knitters	In-Person	Adult	5
8/23/2022	Hybrid Open Support	In-person	PCC	5
8/24/2022	Hybrid Open Support	In-person	PCC	4
8/25/2022	Book Club	Zoom	Adult	6
8/29/2022	Narrowsburg Knitters	In-Person	Adult	6
July-August	Adult Summer Reading Challenge		Adult	8 entrants/79 entries

Summer Reading Program 2022

Total # of children who participated	189
Total # of in-person programs for ages 0-5	17
Total attendance at programs for ages 0-5	125
Total # of in-person programs for ages 6-11	18
Total attendanc at programs for ages 6-11	41
Total # of programs for teens	6
Total attendance at programs for teens	22
Take-and-Make participation	47
Collaborated with the Delaware Youth Center, National Park Service, and Jeffersonville Farmers Market	

Western Sullivan Public Library

Balance Sheet

As of June 30, 2022

	Jun 30, 22
ASSETS	
Current Assets	
Checking/Savings	
200 · Operating Account - 8139	70,771.97
204 · Credit Card Transfer Acct- 7669	1,253.77
205 · WSPL IMM Acct - 1647	
Adelaide Schadt - Jeff Branch	10,000.00
205 · WSPL IMM Acct - 1647 - Other	403,991.33
Total 205 · WSPL IMM Acct - 1647	413,991.33
206 · Capital Fund - 8355	219,833.69
210 · Petty Cash	
Petty Cash-DEL	50.00
Petty Cash-JEF	50.00
Petty Cash-NAR	50.00
Total 210 · Petty Cash	150.00
Total Checking/Savings	706,000.76
Other Current Assets	
A391 · Due From Other Funds	3,224.38
Total Other Current Assets	3,224.38
Total Current Assets	709,225.14
Fixed Assets	
446 · Furn. & Fixtures	
Furn & Fixtures-DEL	150.00
Total 446 · Furn. & Fixtures	150.00
Total Fixed Assets	150.00
TOTAL ASSETS	709,375.14
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
L-Accrued Liabilities	24,014.45
SUI Payable	1,207.59
607 · NYS & Local Retirement	134.02
608.2 · T AFLAC payable	-13.52
637 · Due to Retirement	11,404.00
Total Other Current Liabilities	36,746.54
Total Current Liabilities	36,746.54
Total Liabilities	36,746.54
Equity	
909 · Fund Balance - WSPL	302,723.58
910 · Reserve Fund Balance	90,478.25
911 · Retained Earnings	293,560.94
Net Income	-14,134.17
Total Equity	672,628.60
TOTAL LIABILITIES & EQUITY	709,375.14

Western Sullivan Public Library

Balance Sheet

As of June 30, 2023

	Jun 30, 23
ASSETS	
Current Assets	
Checking/Savings	
200 · Operating Account - 8139	18,481.43
204 · Credit Card Transfer Acct- 7669	1,253.77
205 · WSPL IMM Acct - 1647	
Adelaide Schadt - Jeff Branch	10,000.00
205 · WSPL IMM Acct - 1647 - Other	265,997.93
Total 205 · WSPL IMM Acct - 1647	275,997.93
206 · Capital Fund - 8355	237,833.69
210 · Petty Cash	
Petty Cash-DEL	50.00
Petty Cash-JEF	46.37
Petty Cash-NAR	50.00
Total 210 · Petty Cash	146.37
Total Checking/Savings	533,713.19
Other Current Assets	
A391 · Due From Other Funds	3,224.38
Total Other Current Assets	3,224.38
Total Current Assets	536,937.57
Fixed Assets	
446 · Furn. & Fixtures	
Furn & Fixtures-DEL	150.00
Total 446 · Furn. & Fixtures	150.00
Total Fixed Assets	150.00
TOTAL ASSETS	537,087.57
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
L-Accrued Liabilities	24,014.45
SUI Payable	1,207.59
607 · NYS & Local Retirement	-87.13
608.2 · T AFLAC payable	-13.52
637 · Due to Retirement	11,404.00
Total Other Current Liabilities	36,525.39
Total Current Liabilities	36,525.39
Total Liabilities	36,525.39
Equity	
909 · Fund Balance - WSPL	302,723.58
910 · Reserve Fund Balance	90,478.25
911 · Retained Earnings	279,426.77
Net Income	-172,066.42
Total Equity	500,562.18
TOTAL LIABILITIES & EQUITY	537,087.57

Western Sullivan Public Library
Check List by Date
August 6 through September 10, 2022

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Split</u>	<u>Amount</u>
Aug 6 - Sep 10, 22						
Check	08/10/2022	18473	Christina Mace		Bookkeeper	-437.50
Check	08/16/2022	18474	Utica National Insurance Group	Acct #201466023	-SPLIT-	-14,142.00
Check	08/16/2022	18475	Verizon	845 887 49679 346 24 5	74106.6 · Elevator Service	-32.69
Check	08/22/2022	18476	AARP Medicare Rx Preferred (PDP)	member ID 0140089751	90608 · Employee Health Insurance	-202.00
Check	08/31/2022	18478	NYSEG	1001-1281-077	Fuel & Electric-JEF	-412.76
Check	08/31/2022	18479	NYSEG	1001-0704-798	Fuel & Electric-NAR	-525.07
Check	09/10/2022	18482	Spectrum - Charter Communications	Account # 107605001	-SPLIT-	-459.90
Check	09/10/2022	18483	MVP Health Care, Inc.	Group # 412828/Sub 0001	90608 · Employee Health Insurance	-8,723.75
Check	09/10/2022	18484	Cardmember Services	acct ending 4182	601 · Jeff Bank Visa	-1,085.98
Check	09/10/2022	18485	Cash	Cash replenishment for DEL	Petty Cash-DEL	-10.43
Check	09/10/2022	18486	Cash	Cash replenishment for NAR	Petty Cash-NAR	-14.60
Check	09/10/2022	18487	Brodart Co.	Account 311663	-SPLIT-	-53.04
Check	09/10/2022	18488	Callicoon Supply Inc.	Acct # 4675	-SPLIT-	-110.30
Check	09/10/2022	18489	Fox Ledge, Inc.	Account 005821	-SPLIT-	-58.60
Check	09/10/2022	18490	Staples Contract & Commercial	Cust RCH 1721174	-SPLIT-	-208.07
Check	09/10/2022	18491	Suffern Free Library		Fines & Fees-NAR	-18.00
Check	09/10/2022	18492	ES11, LLC	Inv. #401-8596	Website Development & Services	-205.00
Check	09/10/2022	18493	Laura Moran (reimb)		-SPLIT-	-29.98
Check	09/10/2022	18494	MaryAnn Paparella		-SPLIT-	-2,050.00
Check	09/10/2022	18495	OverDrive, Inc.	Cust ID 1052-1001	Digital Downloads - WSPL	-244.98
Check	09/10/2022	18496	GOVCONNECTION, INC.	invoice 73197925	-SPLIT-	-103.10
Check	09/10/2022	18497	Peck's Market	Acct 4394 & C966	-SPLIT-	-111.07
Check	09/10/2022	18498	NYSEG	1003-8570-692	Fuel & Electric-DEL	-20.70
Check	09/10/2022	18499	NYSEG	1001-3155-188	Fuel & Electric-DEL	-20.70
Check	09/10/2022	18500	The River Reporter	1510 Invoice 03c56212	Advertising	-70.49
Check	09/10/2022	18501	Kanopy LLC		Digital Downloads - WSPL	-609.00
Check	09/10/2022	18502	ASTAR Plumbing Heating & Air, LLC	invoice # 250822	Labor	-794.20
Check	09/10/2022	18503	Christina Mace		Bookkeeper	-700.00
Check	09/10/2022	18504	Book Page	Cust # W0177	-SPLIT-	-390.00
Check	09/10/2022	18505	Sullivan County Democrat	AD ID 105802	Advertising	-19.46
Check	09/10/2022	18506	Jamie Novak	9.20.22 Program	Adult Programs	-150.00

Western Sullivan Public Library Check List by Date August 6 through September 10, 2022

Check	09/10/2022	18507	Joseph E. Schultz	invoice #2869	-SPLIT-	-113.83
Check	09/10/2022	18508	United Healthcare Insurance Company	Member ID 333329276-1	90608 · Employee Health Insurance	-267.50
Check	09/10/2022	18509	Midwest Tape		-SPLIT-	-1,071.21
Check	09/10/2022	18510	Baker & Taylor Books #510486		-SPLIT-	-3,087.88
Liability Check	08/07/2022	eft ers	NYS & Local Retirement System	51404	607 · NYS & Local Retirement	-721.43
Liability Check	08/12/2022	18443	Direct Deposit Split		611 · DD for savings/c/king	-200.00
Liability Check	08/12/2022	18472	Commissioner of Taxation and Finance	E-034204795-E003-8	609 · Income Execution	-167.63
Liability Check	08/12/2022	eft 5157794	IRS USA Tax Payments	14-1825007	-SPLIT-	-3,955.58
Liability Check	08/12/2022	eft4224731	NYS Income Tax	141825007 6	606 · SWT Payable	-648.66
Liability Check	08/26/2022	18477	Commissioner of Taxation and Finance	E-034204795-E003-8	609 · Income Execution	-167.63
Liability Check	08/26/2022	eft dd	Direct Deposit Split		611 · DD for savings/c/king	-200.00
Liability Check	08/26/2022	eft22667626	IRS USA Tax Payments	14-1825007	-SPLIT-	-3,910.06
Liability Check	08/26/2022	eft4261359	NYS Income Tax	141825007 6	606 · SWT Payable	-643.63
Liability Check	09/07/2022	eft ers	NYS & Local Retirement System	51404	607 · NYS & Local Retirement	-488.22
Liability Check	09/09/2022	18481	Commissioner of Taxation and Finance	E-034204795-E003-8	609 · Income Execution	-167.63
Liability Check	09/09/2022	eft dd	Direct Deposit Split		611 · DD for savings/c/king	-200.00
Liability Check	09/09/2022	eft15275101	IRS USA Tax Payments	14-1825007	-SPLIT-	-3,700.00
Liability Check	09/09/2022	eft4322762	NYS Income Tax	141825007 6	606 · SWT Payable	-588.71
Paycheck	08/12/2022	2022081201	Employee		-SPLIT-	-1,112.84
Paycheck	08/12/2022	2022081202	Employee		-SPLIT-	-949.94
Paycheck	08/12/2022	2022081203	Employee		-SPLIT-	-119.29
Paycheck	08/12/2022	2022081204	Employee		-SPLIT-	-2,016.19
Paycheck	08/12/2022	2022081205	Employee		-SPLIT-	-810.36
Paycheck	08/12/2022	2022081206	Employee		-SPLIT-	-1,056.45
Paycheck	08/12/2022	2022081207	Employee		-SPLIT-	-1,358.46
Paycheck	08/12/2022	2022081208	Employee		-SPLIT-	-1,065.02
Paycheck	08/12/2022	2022081209	Employee		-SPLIT-	-271.50
Paycheck	08/12/2022	2022081210	Employee		-SPLIT-	-954.63
Paycheck	08/12/2022	2022081211	Employee		-SPLIT-	-718.39
Paycheck	08/12/2022	2022081212	Employee		-SPLIT-	-977.67
Paycheck	08/12/2022	2022081213	Employee		-SPLIT-	-457.94
Paycheck	08/12/2022	2022081214	Employee		-SPLIT-	-594.98
Paycheck	08/12/2022	2022081215	Employee		-SPLIT-	-168.88

Western Sullivan Public Library
Check List by Date
August 6 through September 10, 2022

Paycheck	08/12/2022	2022081216	Employee	-SPLIT-	-322.49
Paycheck	08/12/2022	2022081217	Employee	-SPLIT-	-501.32
Paycheck	08/26/2022	2022082601	Employee	-SPLIT-	-1,112.86
Paycheck	08/26/2022	2022082602	Employee	-SPLIT-	-949.95
Paycheck	08/26/2022	2022082603	Employee	-SPLIT-	-119.29
Paycheck	08/26/2022	2022082604	Employee	-SPLIT-	-2,016.19
Paycheck	08/26/2022	2022082605	Employee	-SPLIT-	-744.70
Paycheck	08/26/2022	2022082606	Employee	-SPLIT-	-1,056.45
Paycheck	08/26/2022	2022082607	Employee	-SPLIT-	-1,358.45
Paycheck	08/26/2022	2022082608	Employee	-SPLIT-	-1,065.02
Paycheck	08/26/2022	2022082609	Employee	-SPLIT-	-271.51
Paycheck	08/26/2022	2022082610	Employee	-SPLIT-	-954.63
Paycheck	08/26/2022	2022082611	Employee	-SPLIT-	-718.38
Paycheck	08/26/2022	2022082612	Employee	-SPLIT-	-977.67
Paycheck	08/26/2022	2022082613	Employee	-SPLIT-	-513.86
Paycheck	08/26/2022	2022082614	Employee	-SPLIT-	-594.99
Paycheck	08/26/2022	2022082615	Employee	-SPLIT-	-112.58
Paycheck	08/26/2022	2022082616	Employee	-SPLIT-	-150.10
Paycheck	08/26/2022	2022082617	Employee	-SPLIT-	-501.31
Paycheck	09/09/2022	18480	Employee	-SPLIT-	-237.67
Paycheck	09/09/2022	2022090901	Employee	-SPLIT-	-1,112.84
Paycheck	09/09/2022	2022090902	Employee	-SPLIT-	-949.95
Paycheck	09/09/2022	2022090903	Employee	-SPLIT-	-119.29
Paycheck	09/09/2022	2022090904	Employee	-SPLIT-	-93.00
Paycheck	09/09/2022	2022090905	Employee	-SPLIT-	-2,016.19
Paycheck	09/09/2022	2022090906	Employee	-SPLIT-	-744.70
Paycheck	09/09/2022	2022090907	Employee	-SPLIT-	-1,056.45
Paycheck	09/09/2022	2022090908	Employee	-SPLIT-	-740.23
Paycheck	09/09/2022	2022090909	Employee	-SPLIT-	-1,065.01
Paycheck	09/09/2022	2022090910	Employee	-SPLIT-	-271.51
Paycheck	09/09/2022	2022090911	Employee	-SPLIT-	-954.64
Paycheck	09/09/2022	2022090912	Employee	-SPLIT-	-659.84
Paycheck	09/09/2022	2022090913	Employee	-SPLIT-	-977.67

Sep 10, 2022

Western Sullivan Public Library
Check List by Date
August 6 through September 10, 2022

Paycheck	09/09/2022	2022090914	Employee	-SPLIT-	-457.94
Paycheck	09/09/2022	2022090915	Employee	-SPLIT-	-594.99
Paycheck	09/09/2022	2022090916	Employee	-SPLIT-	-187.63
Paycheck	09/09/2022	2022090917	Employee	-SPLIT-	-501.31
Aug 6 - Sep 10, 22				Total	-91,728.12

Western Sullivan Public Library

Profit & Loss Budget vs. Actual

	<u>Jul '21 - Jun 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
1001 · Real Property Taxes	952,938	952,938	0
1081 · SW Pilot Share	21,178	24,000	(2,822)
2082 · Library Charges	4,026	4,000	26
2083 · Library Chgs-Registrations	3,158	3,000	158
2401 · Interest & Earnings	111	700	(589)
2655 · Sales, Other	85	100	(15)
2690 · Other Compensation For Loss	151		
2705 · Gifts & Donations	7,772	3,600	4,172
2707 · Sullivan County Grants	1,364	0	1,364
2770 · Grants-Miscellaneous	1,037	5,000	(3,963)
3003 · State Grants - Miscellaneous	3,021	0	3,021
Total Income	<u>994,841</u>	<u>993,338</u>	<u>1,503</u>
Gross Profit	994,841	993,338	1,503
Expense			
74101 · Salaries	449,104	470,814	(21,710)
74101.7 · Special Projects	832	1,000	(168)
74102 · Equipment	8,070	8,070	0
74104.1 · Books	36,681	37,000	(319)
74104.2 · Serials	4,475	4,500	(25)
74104.3 · Videos	12,057	16,200	(4,143)
74104.4 · Digital Downloads	12,205	14,040	(1,835)
74104.6 · Databases & Software	6,357	6,357	0
74105.1 · Daily Operating Expenses	17,325	22,200	(4,875)
74105.2 · Repairs/Maint of F&F	0	1,000	(1,000)
74105.3 · Repairs/Maint of Lib Equip	0	1,000	(1,000)
74105.4 · Daily Maint & Repairs	9,342	13,000	(3,658)
74105.5 · Building Maintenance	0	18,000	(18,000)
74105.6 · Insurance Policies	19,743	21,721	(1,978)
74106.1 · Phone, Internet, Cable Services	5,979	7,600	(1,621)
74106.2 · ANSER	24,792	30,000	(5,208)
74106.4 · Fuel & Electric	21,461	21,461	0
74106.5 · Sewer & Water	3,176	3,500	(324)
74106.6 · Elevator Service	4,574	4,574	0
74106.7 · Cleaning Services	26,650	26,650	0
74106.8 · Operating Overhead Expenses	6,952	10,000	(3,048)
74107.1 · Professional Services	13,180	16,901	(3,721)
74107.2 · Grant Expenses	0	500	(500)
74107.3 · Programs and Events	10,033	12,000	(1,967)
74107.9 · Other Expenses	3,101	3,101	0
90000 · Payroll Expenses	222,149	222,149	0
Total Expense	<u>918,238</u>	<u>993,338</u>	<u>(75,100)</u>
Net Ordinary Income	76,603	0	76,603

**Western Sullivan Public Library
Profit & Loss Budget vs. Actual**

Net Income

Jul '21 - Jun 22	Budget	\$ Over Budget
76,603	0	76,603

Western Sullivan Public Library

Profit & Loss Budget vs. Actual

	<u>Jul 1 - Sep 10, 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
2082 · Library Charges	904	778	126
2083 · Library Chgs-Registrations	1,694	2,000	(306)
2401 · Interest & Earnings	8	156	(148)
2655 · Sales, Other	253	19	234
2705 · Gifts & Donations	443	700	(257)
3003 · State Grants - Miscellaneous	2,710	972	1,738
Total Income	<u>6,012</u>	<u>4,625</u>	<u>1,387</u>
Gross Profit	6,012	4,625	1,387
Expense			
74101 · Salaries	100,386	95,237	5,149
74101.7 · Special Projects	0	194	(194)
74102 · Equipment	221	1,458	(1,237)
74104.1 · Books	7,064	7,194	(130)
74104.2 · Serials	884	875	9
74104.3 · Videos	2,164	3,150	(986)
74104.4 · Digital Downloads	2,789	3,022	(233)
74104.6 · Databases & Software	508	1,769	(1,261)
74105.1 · Daily Operating Expenses	1,586	4,317	(2,731)
74105.2 · Repairs/Maint of F&F	0	194	(194)
74105.3 · Repairs/Maint of Lib Equip	0	194	(194)
74105.4 · Daily Maint & Repairs	1,608	2,528	(920)
74105.5 · Building Maintenance	0	6,806	(6,806)
74105.6 · Insurance Policies	15,270	16,251	(981)
74106.1 · Phone, Internet, Cable Services	920	1,565	(645)
74106.2 · ANSER	5,868	5,833	35
74106.4 · Fuel & Electric	2,404	3,889	(1,485)
74106.5 · Sewer & Water	322	1,069	(747)
74106.6 · Elevator Service	65	778	(713)
74106.7 · Cleaning Services	4,100	5,104	(1,004)
74106.8 · Operating Overhead Expenses	1,133	1,944	(811)
74107.1 · Professional Services	1,343	3,558	(2,215)
74107.2 · Grant Expenses	0	97	(97)
74107.3 · Programs and Events	2,875	2,333	542
74107.9 · Other Expenses	889	632	257
90000 · Payroll Expenses	25,678	35,034	(9,356)
Total Expense	<u>178,077</u>	<u>205,025</u>	<u>(26,948)</u>
Net Ordinary Income	<u>(172,065)</u>	<u>(200,400)</u>	<u>28,335</u>
Net Income	<u><u>(172,065)</u></u>	<u><u>(200,400)</u></u>	<u><u>28,335</u></u>



**AGREEMENT FOR
INTEGRATED LIBRARY SYSTEM PARTICIPATION**

This Agreement is entered into as of the _____ day of _____ in the year _____ by and between the Ramapo Catskill Library System (hereinafter referred to as "RCLS") a not-for-profit corporation organized pursuant to the laws of the State of New York, maintaining a place of business at 619 Route 17M, Middletown, New York, and on behalf of those libraries which have agreed to be participants in an integrated library system, and by the _____ (hereinafter referred to as "PARTICIPANT") a library organized pursuant to the laws of the State of New York, maintaining a place of business at _____.

WHEREAS, RCLS has offered its member libraries the opportunity to subscribe to and participate in an integrated library system, hereinafter referred to as "ILS," to include but not be limited to circulation control, collection management, public catalog access system, cataloging and, acquisitions, and other programs as may be approved by the Directors' Association which will be operated by RCLS; and

WHEREAS, the parties wish to formalize their agreement for the provision of these specialized services to the PARTICIPANT; and

WHEREAS, the Board of Trustees of the PARTICIPANT has approved the execution of this agreement and by doing so agrees to abide by the ILS Policies and Procedures

NOW THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. **DEFINITIONS**

- A. **ILS (Integrated Library System):** An automated integrated library system including, but not limited to, circulation and cataloging services, ILS staff and telecommunications operated and maintained by RCLS for the benefit of the PARTICIPANTS. All central site and off-site backup equipment and software is collectively purchased with ILS Support funds and shall be the property of RCLS. All services provided by RCLS at the central site, off-site backup location and locally are paid for by the PARTICIPANTS and/or subsidized by RCLS. ILS is governed by Policies and Procedures recommended by the ILS Committee and approved by the Directors' Association (Schedule A).
- B. **ILS Support Funds:** Include the ILS Operating budget, ILS Unallocated Fund, and the ILS 10 Year Capital Fund.
- a. ILS Unallocated Fund – This fund results from unspent ILS funds from the annual operating budget. These funds are held in trust by RCLS for member libraries and cannot be used unless authorized by the Directors' Association. This fund is typically used to pay for new subscriptions for the first year.
 - b. ILS 10 Year Capital Fund – Member libraries contribute an annual amount to this fund which covers the cost of hardware and software required to maintain the central ILS services site and the infrastructure that support the ILS.
- C. **ILS Committee:** A standing committee of the RCLS Directors' Association charged with oversight of the ILS and is comprised of representatives from member libraries that have contracted to participate in the ILS services provided by RCLS. All Committee recommendations must be approved by the Directors' Association in accordance with its Bylaws.
- D. **Central Site:** Location(s) housing staff, hardware, software, and communications equipment necessary for the operation of ILS.

- E. **Backup Site:** RCLS maintains a warm site backup that receives replication backups of critical systems. This backup site does not store any library centric data and cannot be used as part of a business continuity plan for member libraries.
- F. **Database:** The aggregate of patron, bibliographic and materials holding records contributed to the ILS by the PARTICIPANTS. These records are the collective property of the PARTICIPANTS, and each library shall have the right to acquire a machine-readable copy of its own records, including item and patron records at the pass-through cost for vendor's current fees for PARTICIPANTS requesting exit services.
- G. **Participant:** A library which has contracted to participate in the ILS facilitated by RCLS.

2. **RCLS RESPONSIBILITIES**

- A. Work collaboratively with the ILS Committee on recommendations to improve ILS functionality.
- B. Negotiate and administer contracts with one or more vendors for the purchase and delivery of the ILS, including: central site hardware, software, telecommunications, and maintenance agreements, within the agreed upon ILS budget.
- C. Maintain and supply all Central Site ILS hardware and software.
- D. Adequately insure all central site ILS hardware and software.
- E. Establish and maintain a central site ILS equipment inventory.
- F. Maintain financial records and manage receipts, expenditures and investment of the ILS fund balances separate from RCLS operating funds on behalf of PARTICIPANTS.

- G. Provide PARTICIPANTS with access to a report creation module.
- H. Provide training and consultation regarding the ILS.
- I. Employ a manager who will administer ILS staff and activities.
- J. Maintain bibliographical records including authority records for author, subject, and series (subsidized) except to the extent that this function and/or the cost of providing this function is modified per a recommendation of the Directors' Association.
- K. Own and/or hold license to the collectively purchased ILS hardware and software located at central site and the offsite backup location.
- L. Develop and distribute by July 30 an annual budget for the management of ILS and the ILS Service Support Costs – Schedule B to the ILS Committee for review and recommendation to the Directors' Association.
- M. Issue an ILS annual report of the fiscal operating condition within one hundred and twenty (120) days of the end of its fiscal year.
- N. Update, maintain and post the master copy of the ILS Manual on the RCLS website.
- O. RCLS will provide information about the use of patron-related data collected by PARTICIPANTS, the conditions under which the data will be shared and disposition of the data.
- P. Adopt, update as needed, and post current ILS Policies and Procedures on the RCLS website.
- Q. Monitor and enforce PARTICIPANTS' compliance with the Agreement and/or the Schedules.

1. Notify PARTICIPANT of non-compliance via email outlining the actions required to come into compliance.
2. If, within 15 business days, the PARTICIPANT does not come into compliance or respond to RCLS with an action plan to come into compliance, a letter outlining the actions required to come into compliance will be sent to the Director and Board President. This letter will include a notice, that if the PARTICIPANT does not come into compliance within 30 days access to the ILS will be temporary or permanently suspended and all ILS support will end.
3. RCLS reserves the right to take immediate action if in the sole discretion of RCLS suspected non-compliance would pose an immediate risk to security or privacy. If immediate action is taken under this section, PARTICIPANT will be notified and both parties shall expedite analysis of the concern, which shall be resolved per the Agreement.

3. **RESPONSIBILITIES OF PARTICIPANT**

- A. Ensure compliance with the ILS Agreement and all the Schedules.
- B. Ensure that all staff working with ILS have been appropriately trained and are in compliance with the ILS Manual (Schedule D).
- C. Enter and maintain accurate and current patron records for all library borrowers according to ILS policies and procedures.
- D. Enter and maintain accurate and current item records for all library holdings according to ILS policies and procedures.

- E. Notify RCLS prior to relocation of equipment on the RCLS IT Service Contract inventory if equipment is used to access the ILS by the client software.
- F. Pay annual ILS support costs.
- G. Notify RCLS six (6) months in advance of intention to withdraw from ILS. Withdrawal will not end PARTICIPANT'S obligation to pay annual support costs for the remainder of the term of the agreement (5 years). These charges include telecommunications, licensing fees and any other charges which have been included in contracts signed by RCLS on behalf of each PARTICIPANT for the term of the agreement.
- H. Upon withdrawal, in accordance with Clause J, the PARTICIPANT may request a digital file including all items records, borrower records and transactional records related to its library users. The PARTICIPANT will be responsible for all costs incurred by RCLS including but not limited to staff time, at the current hourly rate, and vendor costs related to the extraction of the data requested. In addition, the PARTICIPANT may request a copy of the bibliographic record for each of its title holdings at a cost per record as outlined in Schedule E.
- I. Inform RCLS immediately of any circumstances that would inhibit ability to fulfill the terms of this agreement.
- J. Ensure that the PARTICIPANT'S Board of Trustees has a written privacy and confidentiality policy which is available to library borrowers upon request. This policy is to include information about the use of the information collected, the conditions under which the data will be shared and information about the disposition of the data.
- K. Agree that only data that is required for the proper management of the library will be collected and that borrowers' social security numbers, driver's license number and details about forms of identification will not be collected.

- L. Ensure that all library employees or others authorized to access records understand and comply with New York Civil Practice and Rules Section 4509 and the library's privacy and confidentiality policy.
- M. The PARTICIPANTS will be responsible to pay all fees and costs for third party contracts until the end of the current Agreement, should RCLS suspend or terminate services due to non-compliance with the ILS Agreement and/or any of the Schedules.
- N. Refer to Schedule A, Section IV, 3rd Party Services, for more information.

4. RESPONSIBILITIES OF ILS COMMITTEE

- A. Work collaboratively with RCLS ILS staff to provide recommendations to improve ILS functionality.
- B. Evaluate ILS functionality and Participants' satisfaction with ILS functionality.
- C. Recommend additions, deletions and modifications to ILS policies and procedures to the Directors' Association for the improvement of the ILS functionality.
- D. Recommend ILS support costs for the operation of the ILS (Schedule B).
- E. Regularly evaluate ILS and/or survey Directors' Association regarding future needs.
- F. Review and make recommendations regarding annual ILS budget by August 31st and recommend budget transfers for approval by the Directors' Association during the year.

- G. Recommend software and equipment purchases related to the ILS operation and functionality.
- H. Recommend resolution of grievances involving violations of any of the terms of this Agreement and/or any of the Schedules (excluding those related to immediate concerns about security and privacy), including operating policies and payment schedules. (See ILS Policies and Procedures Introduction – Schedule A). This shall not be a pre-requisite to action per “2. Q”, above, but shall be the preferred method of dispute resolution for any concerns under this Agreement.
- I. Maintain the current ILS Policies and Procedures passed by RCLS (Schedule A) for distribution via the RCLS website.
- J. Review of this agreement and the attached Schedules to provide periodic proposed modifications as needed.

5. **PAYMENTS**

- A. There is a one-time setup charge of \$5,000 for each new PARTICIPANT to be paid when first agreeing to participate in ILS. Any additional cost from the ILS vendor to transfer data into the ILS software will be billed to the PARTICIPANT.
- B. Annual support for ILS service options will be billed quarterly.
- C. Grievance procedures may be initiated by RCLS to the ILS Committee when a PARTICIPANT is 60 days in arrears in its payments without prior notification of cause. The ILS Committee will attempt to resolve the situation and/or make recommendations to resolve any matter to the mutual satisfaction of the parties. This shall not be a pre-requisite to action per “2. Q”, above, but shall

be the preferred method of dispute resolution for any concerns under this Agreement.

- D. Termination proceedings may be initiated by RCLS when a PARTICIPANT is 90 days in arrears without prior notification of cause; the ILS Committee shall be notified prior to such action whenever possible, so the ILS Committee can try and resolve the dispute.
- E. ILS support costs for the term of the agreement must be paid in full prior to termination by PARTICIPANT, including any obligations of contracts signed by RCLS on behalf of PARTICIPANTS.
- F. Should RCLS suspend or terminate services due to non-compliance with the ILS Agreement and/or any of the Schedules, the PARTICIPANT agrees to pay all fees and costs for third party contracts until the end of the current Agreement (5 years).

6. TERMINATION OF PARTICIPATION

These terms shall commence January 1, 2023, and shall continue unless terminated by one of the parties. Conditions for termination are as follows:

A. Termination by RCLS:

RCLS may terminate this Agreement upon thirty (30) days written notice to PARTICIPANT if: PARTICIPANT is more than ninety (90) days in arrears on outstanding ILS related obligations owed RCLS; and/or the PARTICIPANT breaches the Agreement and/or any of the Schedules, and has failed to correct this situation after review and recommendation by the ILS Committee; fails to execute updated agreement schedules provided by RCLS for

PARTICIPANT'S signature within sixty (60) days of submission; it ceases to function; or it has a receiver or similar officer appointed for it and not dismissed within ninety (90) calendar days.

B. Termination by PARTICIPANT:

This Agreement may be terminated at any time by PARTICIPANT upon giving six (6) months written notice to RCLS. Such termination, however, shall not relieve PARTICIPANT from the obligation to complete payments of all outstanding ILS related obligations to RCLS for the term of the agreement, including the entry charge for all ILS Services for which PARTICIPANT has committed to acquire as of the effective date of the termination and any obligations of contracts signed by RCLS on behalf of PARTICIPANTS. The Parties agree that the charges are a genuine estimate of Provider's actual damages and are not a penalty.

7. TITLE TO DATABASE

To the extent it is proprietary, the bibliographic DATABASE that combines the data of all PARTICIPANTS is the property of RCLS. To the extent it is proprietary, each contributing library retains the ownership of the data originating from that library. Even after the termination of the Agreement, to the extent retained and available, PARTICIPANT shall have the right to acquire a machine-readable copy of its own holdings in the database, including its title, item and patron records, at its own expense. Machine-readable bibliographic records will be available for a fee as per Schedule E. The System shall ensure the privacy and security of the bibliographic DATABASE with respect to third-party contractors and shall endeavor to ensure all third-party agreements maximize individual access and the interoperability of services with other third-party vendors.

8. BUDGET ADMINISTRATION AND FUND BALANCE CAP

RCLS will distribute an ILS annual budget for the management of the ILS to the ILS Committee for review and approval by July 31, and annually, in accordance with its fiscal year. RCLS' management of the ILS will be audited in accordance with generally accepted accounting principles as part of the overall RCLS annual audit. RCLS will issue an annual report of the fiscal and operating condition of the ILS within one hundred and twenty (120) days of the end of its fiscal year.

The ILS Unallocated Fund Balance will be capped at 30% of the ILS Annual Budget. Should the ILS Unallocated Fund Balance reach the 30% threshold, funds above the 30% will be transferred to the 10 Year ILS Capital Fund.

The ILS 10 Year Capital Fund will be considered fully funded when the "Estimated excess/(shortage) of Fund Balance," at 5 years beyond the budget year presented, is 15% of the prior years' "Estimated excess/(shortage) of Fund Balance."

When the ILS Unallocated Fund Balance and the 10 Year ILS Capital Fund reach "fully funded", overages will be used to offset ILS Support annual costs in the 2nd year after the overages or shall be used to implement new ILS services as recommended by the Directors' Association

9. SCHEDULES

The parties recognize that many of the technical requirements of this agreement, fees, operating procedures, and other matters, will be periodically updated based upon modifications in the overall ILS system and/or modifications to the requirements of individual participants. Therefore, the PARTICIPANT agrees that it shall cooperate with RCLS in executing updated schedules as they are periodically modified to conform to modified operating procedures, fee schedules or other changes. Such updated schedules shall be used to keep the agreement current.

10. AMENDMENTS

The PARTICIPANT agrees to execute any amendments to this agreement recommended by the Directors' Association, within 90 days of approval.

RCLS may amend this agreement to conform with any changes to the law or the System Plan of Service upon 90 days written notice to PARTICIPANTS.

11. AUTHORITY TO EXECUTE

PARTICIPANT will provide RCLS at the time of executing this Agreement with a certified copy of a resolution of the Board of Trustees or governing body of PARTICIPANT authorizing participation in the ILS and empowering the library director to execute this Agreement on behalf of PARTICIPANT.

12. SEVERABILITY

If any term, provision, or condition of this Agreement shall have been found to be illegal, invalid, unlawful, contrary to public policy or of no effect by a court of competent jurisdiction or by an administrative agency having jurisdiction pursuant to law, such determination shall have no effect upon the validity or enforceability of any of the other terms, provisions, or conditions of this Agreement. However, the Agreement will only be continued if it remains viable and able to be performed in the opinion of by both RCLS and PARTICIPANT at the time of its signing.

13. NOTICES

All notices required or permitted to be given or delivered under this Agreement shall be via a written instrument (hard copy or electronic) delivered via either email, mail, or personal (hand) delivery to the director or executive director at the primary business address of the PARTICIPANT, or the customary email address of the director, executive director, or committee member(s). Notice is deemed received when sent, however, whenever possible, in reflection of the cooperative nature of the System, the sender will personally request confirmation of receipt.

14. INDEMNIFICATION

PARTICIPANT shall hold RCLS and other PARTICIPANTS harmless and agrees to indemnify RCLS and other PARTICIPANTS against any and all claims, causes of action or judgments made or brought by any vendor or vendors supplying services, materials or labor pursuant to or in accordance with the terms of this Agreement, or such claims, demands or judgments made or brought by any borrowers or users of materials or services of a PARTICIPANT, as a result of the negligent or intentional acts or omissions of the PARTICIPANT.

RCLS shall hold the PARTICIPANT and other PARTICIPANTS harmless and agrees to indemnify the PARTICIPANT and other PARTICIPANTS against any and all claims, causes of action or judgments made or brought by any vendor or vendors supplying services, materials or labor pursuant to or in accordance with the terms of this Agreement, or such claims, demands or judgments made or brought by any borrowers or users of materials or services of RCLS, as a result of the negligent or intentional acts or omissions of RCLS.

15. APPLICABLE LAW

The laws of the State of New York shall apply to the performance and interpretation of this Agreement.

16. INITIAL TERM; RENEWAL

The term of this Agreement shall be five (5) years from January 1, 2023, except in the event of an earlier termination in accordance with the provisions hereof. The PARTICIPANT may, upon six (6) months written notice to RCLS prior to the expiration of the initial term, and written consent of RCLS, renew this Agreement for an additional five (5) year term. This right of renewal shall not apply to a PARTICIPANT which is in material default of the Agreement. After the renewal term, the parties may renew the Agreement further, but only in the event of a mutual agreement.

RAMAPO CATSKILL LIBRARY SYSTEM

PARTICIPANT



Acknowledged by

Grace Riario

Executive Director

Acknowledged by

[print] _____

Library Director/Manager



Acknowledged by

Bernard Marone

President, RCLS Board of Trustees

Acknowledged by

[print] _____

President, Library Board of Trustees

Date: 6/21/2022

Date: _____

List of ILS Agreement Schedules

Schedule A:
ILS Policies and Procedures
Current copy available at:
https://guides.rcls.org/ld.php?content_id=67143197

Schedule B:
Participant's ILS Support Costs
(customized for each library)

Schedule C:
ILS Report Fees
https://guides.rcls.org/ld.php?content_id=67143625

Schedule D:
ILS Manual
Current copy available at:
https://guides.rcls.org/ld.php?content_id=67143635

Schedule E:
Cost per Bibliographic Records
https://guides.rcls.org/ld.php?content_id=67143643



INFORMATION TECHNOLOGY SERVICES CONTRACT

1. FUNDAMENTALS

1.1 Parties

This Information Technology Services CONTRACT ("IT CONTRACT") is between Ramapo Catskill Library System (the "System") and [insert library name] _____ ("Supported Library"). Together, the System and the Supported Library are the "Parties".

1.2 Purpose

This IT CONTRACT describes the optional information technology services the System will offer to System member libraries starting January 1, 2023 (the "IT Services"), and sets the terms governing the Supported Library's selection of, use of, and payment for, those IT Services.

The IT Services offered by the System under this IT CONTRACT are available to enhance and maintain existing automation services provided by RCLS and to assist Supported Libraries in implementing emerging technologies to improve library service and cooperation.

This IT CONTRACT does not apply to Integrated Library System ("ILS") services, which are covered by the RCLS ILS AGREEMENT (formerly known as the "ANSER AGREEMENT").

Supported Library acknowledges that the budget-sensitive and capacity-enhancing solutions offered by this IT CONTRACT are only possible through careful assessment and development of services by the System and Supported Libraries, together with prompt payment for services by Supported Library and other member libraries who use the IT Services.

The "Menu of IT Services" (Appendix "B") was initially developed by the System in consultation with member libraries and is expected to evolve in consultation with the Supported Libraries and their changing needs.

It is understood between the Parties that the System may change Appendix A ("IT Services Descriptions") and Appendix B ("Menu of IT Services") each IT Service Year (as defined below), without amendment per Section 3.3.

1.3 Duration

This IT CONTRACT will commence January 1, 2023 (the "Effective Date") and will be in effect until December 31, 2027; thereafter, this IT CONTRACT shall automatically renew for five-year terms starting January 1 of the first year and running through December 31 of the fifth year. Supported Library shall select a level of support upon the Commencement of the first year and shall thereafter annually select services, from the Menu of IT Services, as set forth in section 1.4, below.

1.4 Support Levels and Confirmation of Annual Selection of IT Services

To ensure initial confirmation of the level of IT Services to be provided by the System to the Supported Library and to thereafter enable pre-determination of costs and careful planning for any necessary preparation, procurement, or training needed for implementation of IT Services for an "IT Service Year" (January 1 through December 31), the Parties agree:

1.4.1 For the first Confirmation of Support Level, the Supported Library will select one of the following options:

- a. **Fully Supported Library** – Only RCLS manages the member library's IT infrastructure. (third-party vendors, such as HVAC or VOIP, are required to work with RCLS.)

- b. **Hybrid Library** - member library uses IT service provided by RCLS but also uses its own IT service provider (in-house or external).

The selected option is: _____
[insert Fully Supported Library or Hybrid Library]

1.4.2 A Fully Supported Library may transition to a Hybrid Library once during the five-year term of the contract, by giving at least six (6) months' notice by submitting the Menu of IT Services by June 30th.

1.4.3 A Hybrid Library may transition to a Fully Supported Library once during the five-year term of the contract, by giving at least six (6) months' notice by submitting the Menu of IT Services by June 30th.

1.4.4 The Menu of IT Services for the upcoming IT Service Year will be available on the RCLS website by May 1st each year.

1.4.5 On an annual basis, the Supported Library shall inform the System of its selection from the Menu of IT Services for the upcoming IT Service Year. Notification of the selected services shall be sent to the System by June 30th via a) a message from a board officer or library manager/director empowered to sign contracts for the Supported Library, OR b) a copy of board minutes showing the approved resolution confirming the amount; together with c) a marked copy of the Menu of IT Services indicating selections; sent via d) RCLS Delivery or USPS.

1.4.6 Failure to provide a confirmation as required by 1.4.5 by June 30th shall constitute confirmation of the past years' service selections for the upcoming year's pricing.

1.5 Termination or Modification of IT Services

1.5.1 To ensure predictability of services and budget, IT Services selected from the Menu of IT Services may not be terminated or modified during the IT Service Year, except as provided in this section 1.5.

1.5.2 Failure to provide a signed confirmation and marked Menu of IT Services by June 30th shall constitute confirmation of the past years' service selections for the upcoming year's pricing.

1.5.3 **IT Services may be terminated "for cause"** by the Supported Library during a current IT Service Year only after ninety days' written notice of the System's failure to provide IT Services as required by this IT CONTRACT, and if the IT Service(s) in question has/have not been restored to the Supported Library who provided notice of the disruption. If IT Service(s) are terminated per Section 1.5.3, payment must be made through the final date of IT Services only, not the full IT Service Year.

1.5.4 If IT Services are not provided to a Supported Library by the System due to a "Force Majeure Event" there is no ground to terminate IT Services "for cause". For purposes of this IT CONTRACT, a "Force Majeure Event" is defined as: *"Any event causing a disruption of IT Services not due to failure of the System to abide by the requirements of this IT CONTRACT, including but not limited to third-party error, weather, state of, a criminal act, or utility service disruption."*

1.5.5 In the event a Supported Library desires to **reduce or eliminate IT Services** it may do so for the next IT Service Year, but to ensure the fiscal stability of the cooperative System, the amount may not be reduced by more than 50% of the financial value of the previous IT Service Year.

1.5.6 In the event a Supported Library desires to **add services** during the IT Service Year, the Supported Library and the System's IT team shall discuss the needed services and, if practicable within the operational and fiscal plans set for the IT Service Year, the Service will be added, and the annual cost adjusted.

1.5.7 **The System may modify IT Services to offer comparable services** if IT Service(s) must be changed to avoid disruption, unbudgeted changes, or to recover from a "Force Majeure Event."

1.6 Costs and Payment

Payment shall be invoiced in the first month of each quarter and shall be due from the Supported Library to the System within 30 days (about 4 and a half weeks).

Payments over 60 days past the due date will include a 1% late charge.

1.6.1 Payments over 120 days late may result in suspension or reduction of services, at the sole determination of the System. If suspension of services is due to non-payment, a 5% fee of the outstanding balance over 120 days, will be assessed.

1.6.2 Equipment purchased through RCLS that is not attached to the RCLS IT supported infrastructure, will include a 5% administrative fee.

1.6.3 RCLS IT Service's hourly rate will be charged when a Supported Library receives services that are not included in the Menu of IT Services as confirmed by the Supported Library.

1.7 Menu of IT Services and Costs

1.7.1 To enable timely decision-making and confirmation by the Supported Library, the System shall send Supported Libraries the Menu of IT Services, with corresponding costs no later than May 1st of the preceding IT Service Year.

1.7.2 To assist in ensuring robust, innovative, and timely updates to the Menu of IT Services, the System shall accept and consider input from an "Innovation Advisory Group" to be comprised mostly of internal IT staff and directors of Supported Libraries whose IT services are provided by RCLS. To ensure accurate and timely input to the Innovation Advisory Group, a representative(s) of the System knowledgeable about the services on the Menu and the RCLS Executive Director shall attend each meeting. Final decisions about and procurement of services on the Menu of IT Services shall be entirely at the discretion of and shall be the sole responsibility of RCLS.

1.7.3 Any special project, emergency, or ad hoc services not listed on the Menu of IT Services and requested by the Supported or Hybrid Library, shall be per a separate and distinct contract at the sole discretion of RCLS.

2. TERMS APPLICABLE TO ALL IT SERVICES

2.1 Menu of IT Services

The IT Services offered by the System shall be, for each Term, listed in a Menu of IT Services maintained by the System. IT Services may be selected as needed on an annual basis by Member Libraries, with payment owed by the selecting Supported Library based on the amount of IT Services to be confirmed by the Supported Library.

The "IT Services Description" shall be maintained by the System, updated from time to time, and referred to in this agreement as "Appendix A." The Menu of IT Services shall be maintained by the System, updated from time to time, and referred to in this agreement as "Appendix B." Equipment substitutions are not permitted.

2.2 Additional Terms Governing IT Services

All IT Services provided are subject to the laws, regulations, warranties, representations, and indemnifications applicable to the specific hardware, software, and services, including but not limited to manufacturer terms, license terms, and System-specific policies.

2.3 Tech Support

The RCLS IT helpdesk is the venue in which a Supported Library will contact RCLS to resolve IT issues and concerns with services and equipment.

When an issue arises with supported hardware or software, the Supported Library will contact the RCLS IT helpdesk via email or by phone. The IT services ticketing system will

track supported equipment and provide asset reports that will be distributed to the library Directors for their planning purposes.

All requests for service will be entered into the IT services ticketing system to be used for follow-up, capacity planning and analyzing services purposes.

2.4 Supported Library Employee Participation in Training

To promote compliant, efficient, and secure use of IT Services, the System requires Supported Library employees to participate in IT Service-specific training given or arranged by the System's IT Department ("RCLS IT Training").

RCLS IT Training shall be conducted when, in the sole judgment of the System, such training is warranted by the nature of the selected IT Services. However, the Supported Library may also request training when it believes that such training will be consistent with the purpose of this IT CONTRACT.

Because it is a crucial component of compliance and security, Supported Library employee participation in IT CONTRACT Training is a material requirement of this IT CONTRACT.

2.5 Security, Privacy, and the SHIELD Act

The Parties agree that for purposes of the NY SHIELD Act, the System is a third-party vendor whose relationship with Supported Library results in the System having access to or control of personal and private information of New York residents, so IT Services may be subject to the requirements of the SHIELD Act.

Cybersecurity training will be required for Supported Libraries' staff and the attendance of staff will be documented. Cybersecurity training will be performed and offered yearly.

The System represents and warrants that, as required by the SHIELD Act, among other required security measures, the System:

- Is continually assessing and developing a data security program
- Trains and manages System employees in that data security program

- Selects service providers capable of maintaining appropriate safeguards; and
- Regularly tests and monitors the effectiveness of key controls.
- Penetration testing as required by audits

The System also disposes of private information within a reasonable amount of time after it is no longer needed for business purposes by erasing electronic media so that the information cannot be read or reconstructed.

2.6 Ownership of and Responsibility for Equipment

The System uses a “transfer of ownership” document to confirm when ownership of IT equipment has transferred from the System to a Supported Library. Upon transfer of ownership, the Supported Library is responsible for all claims, causes of action, and damage caused by or related to the following:

- Any action that violates Federal, NYS, or EPA laws
- Any action that voids a warranty (unless done by the System)
- Any property damage (unless directly caused by the System)
- Any failure to properly physically secure the equipment
- Any failure to by the member library to use appropriate password security practices
- Any disposal that does not eliminate the chance of the information on the disposed equipment being retrieved, or the failure to properly document such disposal

2.7 PC and Laptop Replacement Reserve

2.7.1 The “PC Replacement Reserve” and “Laptop Replacement Reserve” (together, “Replacement Reserves”) are maintained by the System to hold moneys from Supported Libraries paid as part of their IT Support costs, as calculated on the Menu of IT Services.

The Replacement Reserve is designated for the cost of PC & Laptop replacements that occur in the first quarter of the sixth year after the PC or Laptop is put into service.

The Parties acknowledge that this Reserve is an essential component of maintaining a functional network with PCs and Laptops within the ever-changing information technology environment. The specification of the equipment purchased is designed to be fully functional through their five-year life span.

There are no cash refunds or credits issued for withdrawing a PC and/or Laptop from the Replacement Reserve and a PC or Laptop must be actively participating in the replacement program at the time it is scheduled to be replaced.

Supported Libraries wanting to phase out of the Replacement Reserve program for an upcoming IT Service Year identify in the Menu of IT Services their selections by June 30th, so they can maximize their past participation in the Replacement Reserve program.

2.8 IT Capital Reserve

RCLS maintains an "IT Capital Reserve" by designating funds collected from Supported Libraries to cover the cost of hardware and software required to maintain the RCLS IT infrastructure. RCLS conducts annual 10-year cost projections for anticipated hardware and software replacements and upgrades to establish the target amount of the IT Capital Reserve.

2.8 Telecommunications Reserve

To offset telecommunications costs related to the fiber network, RCLS maintains a "Telecommunications Reserve" derived from the accumulation of E-rate rebates from a federal program that helps reduce telecommunication costs for schools and libraries.

3. **PERIODIC REVIEW**

3.1 Spirit of IT CONTRACT

The parties agree that the spirit of this IT CONTRACT is to enable the System to support the mission of member libraries by providing a pre-arranged level of IT Services needed by that Supported Library. This approach was developed by RCLS in consultation with member

libraries, whose varying capacities and diversity of priorities require flexible use of the System's resources.

3.2 Maintaining Purpose of IT CONTRACT

To continue in the spirit described in 3.1, above, especially considering ever-evolving technology, the System shall conduct a periodic review of this IT CONTRACT, with input from supported libraries.

3.3 Amendment

The terms of this IT CONTRACT may be amended only via a written instrument between the Parties, after which an updated copy shall be communicated to all affected parties. Amendment per this Section 3.3 is not required to change the information in Appendix A (IT Services Descriptions) and Appendix B (Menu of IT Services), which may be changed for each IT Service Year as provided in Section 1.

As provided in Section 1.7, above, the Menu of IT Services and costs will change from IT Service Year to IT Service Year, and the remaining Schedules will be updated by the System as needed.

3.4 Audit

An audit of all IT equipment attached to the RCLS IT supported infrastructure will be performed every five years.

4. SYSTEM RESPONSIBILITIES AND STANDARD OF CARE

The System shall provide the Supported Library with the IT Services identified in this IT CONTRACT, Menu of IT Services, and shall take all reasonable measures to ensure the IT Services are maintained and meet the agreed-to predefined standards. The System agrees to exercise regular professional care and diligence in the discharge of services and to comply with relevant industry standards.

5. FULL SUPPORTED & HYBRID LIBRARY RESPONSIBILITIES

5.1 Notifications and Urgent Needs

Supported Libraries are required to report all issues, queries and requests via appropriate channels and processes, including but not limited to the following examples:

- Notify RCLS immediately of the anticipated need to suspend, terminate, or re-direct access of a Supported Library employee, ideally giving no less than two days' notice. When giving such notice, no reason for the anticipated suspension, termination, or re-direction of an account needs to be given, simply ensuring such direction is only communicated by a director or authorized board member.
- Notify RCLS immediately if your library is subject to a "litigation hold" or other directive requiring the preservation or disclosure of data the System assists you with storing or managing.

Alert RCLS **IMMEDIATELY** if you suspect a breach or unauthorized access to RCLS-owned or controlled equipment or services.

- Abide with RCLS protocols with password security
- Disabled or adjusted RCLS supplied security measures will void the IT contract
- Physically secure the equipment properly
- Prior to disposal, document use of appropriate procedures to eliminate the chance of the information on the disposed equipment being retrieved, accessed, or duplicated.

6. OFFER AND ACCEPTANCE

This IT CONTRACT was offered to [insert library name] _____ by the Ramapo Catskill Library System on [insert date] _____.

By: _____
Grace Riario
RCLS Executive Director

By: _____
Bernard Marone
RCLS Board of Trustees

This IT CONTRACT was reviewed and accepted on behalf of Supported Library by

[insert library name] _____ on

[insert date] _____.

By: _____

By: _____

[insert name] _____
Library Director/Manager

[insert name] _____
President, Library Board of Trustees

**WESTERN SULLIVAN PUBLIC LIBRARY
TUSTEN-COCHECTON BRANCH
HEATING SYSTEM UPGRADES**

REQUEST FOR PROPOSALS

The Board of Trustees of the Western Sullivan Public Library is accepting proposals for upgrades to the heating system at the Tusten-Cochecton Branch, 198 Bridge St, Narrowsburg, NY. Proposals shall be from established, insured providers.

Proposals will be received by the library director, Audra Everett, at her Jeffersonville Office located at 19 Center St, Jeffersonville, NY 12748 until 5:00PM, Friday, September 9, 2022. Proposals will be reviewed on Monday, September 12, 2022 at the Regular Board Meeting.

The project consists of, but is not limited to, the removal and replacement of gas boiler of the Western Sullivan Public Library's Tusten-Cochecton Branch.

RFP documents can be picked up at the Jeffersonville Branch at 19 Center St., Jeffersonville, NY or obtained via email by contacting wspldirector@rcls.org.

The contractor must comply with the State wage rates under New York State Department of Labor PRC # #2022009655 The contractor must also comply with Workers' Compensation Law §57, and provide a certificate of insurance.

The Western Sullivan Public Library reserves the right to reject and all proposals or waive any informality in the bidding.

**WESTERN SULLIVAN PUBLIC LIBRARY
TUSTEN-COCHECTON BRANCH
HEATING SYSTEM UPGRADES**

Project Name: Heating System Upgrades at the Tusten-Cochecton Branch

Project Address: 198 Bridge St, Narrowsburg, NY 12764

Site Access/Questions: Contact Library Director, Audra Everett, wspldirector@rcls.org, 845-482-4350

INSTRUCTIONS

Bidders are not to include in their bid price, sales and compensating use taxes of the State of New York and of counties or cities, on all materials, equipment, and supplies incorporated in this project.

Inspection of Site

Each bidder shall visit the site of the proposed work to fully acquaint himself with the existing conditions related to the work and labor. Failure by any bidder to fully acquaint himself with conditions existing at the site, or to ask for any information pertinent to this installation, shall in no way relieve the bidder from any obligation with respect to his bid.

Contractor's Insurance

The contractor shall assume liability for any injury or damage which may be incurred by his employees at or on the premises of Western Sullivan Public Library or its branches during the installation of the boiler. The contractor hereby absolves the Board of Trustees of the Western Sullivan Public Library from liability in respect thereto.

Areas of Work Specifications

Obtain necessary permits before proceeding with the project.

Removal of the existing unit.

Install a sealed-combustion 90% to 95% high-efficiency gas boiler to heat the 4,480 sq ft building and provide on-demand hot water capability.

Install vent for the sealed-combustion boiler.

Include piping, valves and other equipment needed for modifications to accommodate the new boiler.

Installation of a 7-day thermostats on upper and lower levels of building.

Unit will be tested and all debris will be removed from the site.

RFP Package

The following must be submitted:

1. Project Schedule
2. Project team and subcontractors
3. Itemized Proposal Form (provided)
4. Company information and list of relevant work
5. Bid Proposal Certification Form (provided)
6. Bid Proposal Form (provided)
7. Certificate of Insurance

Directions for Submission of Proposals

Submit the Request for Proposal to the Western Sullivan Public Library, **Jeffersonville Branch**, 19 Center St., PO Box 594, Jeffersonville, NY 12748 no later than Friday, September 9, 2022 at 5:00PM.

WESTERN SULLIVAN PUBLIC LIBRARY
TUSTEN-COCHECTON BRANCH
HEATING SYSTEM UPGRADES

REQUEST FOR PROPOSAL FORM

BASE BID: Eighteen thousand sixteen dollars and no cents

(write amount)

\$ 18,016.00 (Options add \$3,275)

(print amount)

SUBMITTED BY: DJS Plumbing and Heating

I, the undersigned, have carefully examined the REQUEST FOR PROPOSALS PACKET documents as prepared by the Western Sullivan Public Library as well as the premises and conditions affecting the work and proposes to furnish all the supplies, equipment, labor, services, licenses, certifications, and specified insurance necessary to perform the entire work as set forth in, and in accordance with, the said documents.

SIGNATURE: 

TREASURY NUMBER: _____

ADDRESS: Po box 326 Callicoon, NY 12723

PHONE: 845-887-6309

EMAIL ADDRESS: Djsph@hvc.rr.com

DATE: 9/8/22

**WESTERN SULLIVAN PUBLIC LIBRARY
TUSTEN-COCHECTON BRANCH
HEATING SYSTEM UPGRADES**

ITEMIZED PROPOSAL FORM

Provide below the itemized price for the heating upgrades, at prevailing wage rates.

Item Description	Base Bid
Removal/Installation	Inclusive
Electrical	Inclusive
Seven-day programmable thermostats	Inclusive
Sealed Combustion Boiler 90-95% efficiency	Inclusive
Installation of vent	Inclusive
General Conditions	Inclusive
TOTAL	\$18,016



PLUMBING & HEATING

Specialist

Tel: 845-887-6309

Fax: 845-887-0010

djsph@hvc.rr.com

Western Sullivan Public Library
Main Office PO Box 594
Jeffersonville, NY 12748

9/8/2022

Contractor operations are insured. Proof available upon request. All work performed by DJS meets or exceeds national building code. Prices on this proposal are good for 15 days from issue date. All work and materials supplied by DJS are guaranteed for one year from date of installation. All equipment that we provide and install has been sized specific.

Job location: Narrowsburg Branch, 198 Bridge St. Narrowsburg, NY

DJS will provide and install the following: (All prices at NYS prevailing wage)

We will install a Bosch Greenstar Condensing Combi LP gas boiler that is large enough to heat and make hot water for the entire building. This modern machine will make all your heat and all your hot water “on demand” for maximum efficiency. We will be connecting to the heating system piping in the utility room, any repairs needed outside the utility room are not included in this proposal price. The Bosch Greenstar comes with a 5/10-year warranty and is up to 95% efficient. This machine will be installed on the wall and vented to the outside of the building. We will install all normally associated valves, piping and controls to make any service/repairs as fast as possible. We will include flushing the system and refilling the new boiler/piping with clean water and heating system conditioner.

Please note:

Boiler Location - New condensing gas boilers do not vent into a traditional chimney, they vent directly to the exterior of a building, similar to a clothes dryer vent, and require a fresh air intake to the machine. We will install the new unit on (or near) an exterior wall of the building.

Boiler piping – We will reuse most of the existing boiler piping, some modifications need to be made to adhere to manufacturer’s standards.

We always follow manufactures directions and guidelines when installing equipment.

Labor: \$8,172.60 Materials: \$9,843.40 Total: \$18,016.00

Options:

WIFI Remote Control

WIFI remote control of the heating system. This allows you to switch between “occupied” and “un-occupied”. This WIFI setup would control the systems heat and hot water, it DOES NOT contact you if there is a problem and does not tell you the building’s status. Some of our customers compensate for this by buying and installing their own WIFI weather station. There are a few nice ones available for you to purchase that are as simple or as detailed as you like.

Total Around: \$775.00 - \$900.00 (Includes labor and material)

WIFI Temperature stick

We will provide a WIFI temperature stick which will be connected to your WIFI, after downloading the app it has the capability of sending your temperature alarms and notifications

Total Around: \$350.00 - \$425.00 (Includes labor and material)

We Don’t Sell Wi-Fi Thermostats

We will provide standard good quality thermostats. If you would like Wi-Fi thermostats, please provide us with the ones you wish installed. We don’t sell them because there are many different ones available at different price points, features, and colors. Please understand that new wiring may have to be ran in the home to accommodate new Wi-Fi thermostats.

Note: Each thermostat may add additional cost to the end of the job, these charges will be labeled as “extras”.

Totals Around: \$200-\$800 per thermostat. (Includes labor and material)

UPS battery backup with Surge protection

This unit gives you an uninterruptable power supply to electrically protect the heating equipment that we will be installing. This device gives the heating system 10-20 minutes of run time after power is lost, this gives the equipment time to shut down properly if needed, this prevents damage to the machine.

Total Around: \$1,050.00 - \$1,150.00 (Includes labor and material)

Commonly Asked Questions and Answers

Distribution Network- What piping will be replaced?

We would replace the piping and valves that are close to and attached currently to the existing boiler. We usually replace all heating piping from the utility room pipe entry to the boiler. This is done because the manufacture wants the distribution done in a particular way and it helps us start and maintain the system.

Will we take away the old equipment?

Yes, we will remove the boiler, most of the metal parts are recycled at a recycling center. We do not sell used parts; we do sometimes give parts away to those in need.

What will need to be done when we are finished?

We like to take care of just about everything associated with boiler replacements. There are some jobs that require us to bring in other contractors and other trades people.

We may ask you to contact another contractor directly. Unless we tell you otherwise there should be nothing and no one needed to call when we are finished.

Who will do the gas piping?

We will install some of the gas piping but would like your gas supplier to inspect our work and sometimes make outside connections.

In conclusion we have more information available upon request. If for any reason you are not comfortable with anything listed in this proposal, please do not hesitate to call me. If you choose to add or remove any items from this proposal, please call the office and a new price will be formulated as soon as possible.

Note: Changes need to be made in writing once work begins and will be charged for accordingly. These changes that involve office time, labor and materials will be billed out accordingly on a time and material basis.

Insulation: This proposal does not include us providing or installing insulation of any kind unless it is mentioned in the above description. When our work is completed if you want insulation installed, we can help you get that taken care of.

Generator: If there is no electrical power (or it is insufficient) we will bring a generator to the job site. An additional charge of \$35 per day will be added to your final balance.

DJS will not be responsible for any electrical, masonry, excavation, or carpentry work that may be necessary, unless otherwise specified in this proposal.

Above work does not include tax.

Payment Terms: A down payment of half the total is due before work will be started. The remaining half will be due upon completion of the job, customer agrees to pay service charges calculated at the rate of 1-1/2% per month. If Customer defaults on any payment obligation, customer is responsible for reasonable attorney's fees, cost and disbursements incurred by DJS in connection with collection of any amount due.

Any credit card payments are subject to a 4% processing fee.

This proposal may be sent with a capital improvement form if the work is not taxable.

The basic information on this form needs to be filled out, signed, and sent back to us to be kept in our records. If the form is not returned to us with the proper information filled out the tax will be billed to you.

Down payment will be held 72 hours for purpose of customer rescission. All permits are the sole responsibility of the home owner or general contractor named in this proposal. Work schedule will be agreed to upon receipt of signed proposal and down payment. If the job is held up and we cannot continue our work in excess of 60 days, 80% of any remaining balance will be due before we will continue.

Signature below implies acceptance of all above terms.

**Make check payable to: DJS Plumbing and Heating
 PO Box 326
 Callicoon, NY 12723**

Customer: _____

Contractor: _____

BID PROPOSAL CERTIFICATIONS

Firm Name DJS Plumbing and Heating

Business Address Po box 326 Callicoon, NY 12723

Telephone Number 845-887-6309

Date of Bid 9/ 8/ 22

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal here-after made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where A. (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where A. (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

- (1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).
- (2) Any bid hereafter made to any subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Authorized Signature _____



Title Owner DJS