



# Western Sullivan Public Library

## BOARD MEETING AGENDA

Regular Board Meeting

April 8, 2024

Delaware Free Branch, 5:30pm

- I. Call to Order
- II. Pledge of Allegiance
- III. Adoption of Agenda
- IV. Public Comment Period
- V. Approval of March 11, 2024 meeting minutes
- VI. Financial Reports
  - a. Treasurer's Report
  - b. Monthly Financial Reports through April 7, 2024
  - c. Payment of Bills through April 7, 2024
- VII. Director's Report
- VIII. New Business
  - a. Delaware Free HVAC Project
  - b. Staff Retirement
  - c. Staff Appointment
  - d. Tusten Heritage Community Garden Lease
- IX. Unfinished Business
  - a. Delaware Free Restorations Bid
- X. Committee Reports
  - Building
  - Personnel
  - Donations
  - Finance
  - Bylaws
  - Nominating
  - FOL Liaison
  - Executive
  - Strategic Planning
- XI. Dates to Remember
  - a. See monthly [online newsletter](#)
  - b. Volunteer Appreciation Celebration, April 27, 2024, 10AM at the Blue Fox Motel
- XII. Correspondence
- XIII. Adjournment

Next Meeting: Monday, May 13, 2024, Jeffersonville Branch



# Western Sullivan Public Library

- I. New Business
  - a. Delaware Free HVAC Project: Review contract and approve the payment schedule.
  - b. Staff Retirement: Accept with regret the retirement of Irma Schilling as of 3/11/24.
  - c. Staff Appointment: Appoint Alexa Simonelli to PERMANENT Full-Time Library Branch Manager as of April 9, 2024.
  - d. Tusten Heritage Community Garden Lease: Current lease ends July 8, 2024.
- II. Unfinished Business
  - a. Delaware Free Restorations Bid



# Western Sullivan Public Library

## Regular Board Meeting

March 11, 2024

Tusten-Cochecton Branch, 5:30pm

Unapproved Minutes

Members Present: Evan Eisenberg, Sue Bodenstein, Kevin McDonough, Barbara Winfield, Amber Novikov, Phyllis Haynes, and Linda Pomes.

Absent: Francis Cape.

Zoom: Pam Reinhardt

**Staff Present:** Audra Everett, Director.

**Call to Order:** At 5:30 p.m. the meeting was called to order by President Linda Pomes with the Pledge of Allegiance.

**Adoption of Agenda:** On a motion by Kevin McDonough and seconded by Phyllis Haynes, the agenda was approved as amended by unanimous consent.

**Public Comment:** Margaret Bruetsch and Carl Bruesch spoke during public comment in regards to a staff resignation, and adding public comment at the end of the meeting and W-2 forms, respectively.

**Approval of Meeting Minutes:** On a motion by Barbara Winfield and seconded by Evan Eisenberg, the February 12, 2024, meeting minutes were approved as amended by unanimous consent.

### Financial Reports:

- a. On a motion by Evan Eisenberg and seconded by Pam Reinhardt, the monthly Treasurer's Report was approved by unanimous consent.
- b. On a motion by Kevin McDonough and seconded by Barbara Winfield, the monthly Financial Reports through March 10, 2024, were approved by unanimous consent.

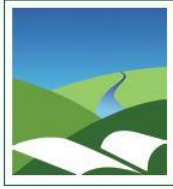


# Western Sullivan Public Library

- c. On a motion by Kevin McDonough and seconded by Sue Bodenstein, the payment of bills through March 10, 2024, were approved by unanimous consent.

## **New Business:**

- a. Resolution #7 to accept the bid for the Delaware Free HVAC from Avolio Brothers in Norwich for the price of \$64,500.00 was made by Phyllis Haynes and seconded by Barbara Winfield and approved by unanimous consent.
- b. On a motion by Amber Novikov and seconded by Susan Bodenstein, the Delaware Free Restorations bid results were tabled until the next meeting and approved by unanimous consent to be tabled.
- c. Resolution # 8 was made by Kevin McDonough and seconded by Evan Eisenberg for the NYS Annual Report as follows: “The Library operated under its plan of service in accordance with the provisions of Education Law and the Regulations of the Commissioner, and assures that the 2023 Annual Report was reviewed and accepted by the Board on March 11, 2024.” This was approved by unanimous consent.
- d. A motion made by Amber Novikov and seconded by Barbara Winfield to approve the hourly rate of \$16.00 per hour for eight poll workers (3 Jeff, 2 Del, 3 Nar) for the library’s budget vote and trustee election on April 17, 2024 was approved by unanimous consent.
- e. A motion made by Phyllis Haynes and seconded by Kevin McDonough to approve the proposed budget by roll call vote for the 2024-2025 proposed library budget and approved as follows:  
Kevin McDonough – aye                      Phyllis Haynes – aye  
Barbara Winfield – aye                      Evan Eisenberg – aye  
Susan Bodenstein – aye                      Amber Novikov – aye  
Pam Reinhardt – aye



# Western Sullivan Public Library

- f. A motion by Susan Bodenstein and seconded by Barbara Winfield to approve the 2023 WSPL Annual report to the community was approved by unanimous consent.
- g. A motion to approve the following policy revisions, Free Access to Minors, Homebound Policy and Nepotism Policy was made by Amber Novikov and seconded by Evan Eisenberg and was approved by unanimous consent.
- h. A motion by Barbara Winfield and seconded by Amber Novikov to approve the elevator contract payment for the annual inspection and maintenance agreement totaling \$3,641.25 was approved by unanimous consent.

## **Unfinished Business:**

- a. Poet Laureate Project: A motion by Barbara Winfield and seconded by Pam Reinhardt to approve the amended memorandum of understanding of the Poet Laureate Project was approved by unanimous consent.

## **Committee Reports**

- Building
- Personnel- Kevin McDonough- The director's evaluation will be emailed.
- Donations
- Finance
- Bylaws
- Nominating
- FOL Liaison
- Executive
- Strategic Planning- Linda Pomes and Sue Bodenstein are both on the committee.



# Western Sullivan Public Library

## Dates to Remember

- a. See monthly online newsletter
- b. Budget Information Session on April 8, 2024, 5:00 pm at the Delaware Free Branch

**Adjournment:** On a motion made by Kevin McDonough and seconded by Sue Bodenstein, the board voted by unanimous consent to adjourn the meeting at 6:54 pm.

Next Meeting: Monday, April 08, 2024, Delaware Free Branch.

Amber Novikov  
Secretary

## Western Sullivan Public Library

## Balance Sheet

As of June 30, 2024

	<u>Jun 30, 24</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
200 · Operating Account - 8139	67,205.60
204 · Credit Card Transfer Acct- 7669	1,000.23
205 · WSPL IMM Acct - 1647	
Adelaide Schadt - Jeff Branch	10,000.00
205 · WSPL IMM Acct - 1647 - Other	872,460.72
<b>Total 205 · WSPL IMM Acct - 1647</b>	<u>882,460.72</u>
206 · Capital Fund - 8355	309,771.44
210 · Petty Cash	
Petty Cash-DEL	50.00
Petty Cash-JEF	50.00
Petty Cash-NAR	50.00
<b>Total 210 · Petty Cash</b>	<u>150.00</u>
<b>Total Checking/Savings</b>	<u>1,260,587.99</u>
<b>Other Current Assets</b>	
2100 · Employee Advance DBL pmts	139.21
A391 · Due From Other Funds	3,224.38
<b>Total Other Current Assets</b>	<u>3,363.59</u>
<b>Total Current Assets</b>	<u>1,263,951.58</u>
<b>TOTAL ASSETS</b>	<u><u>1,263,951.58</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
L-Accrued Liabilities	9,487.88
SUI Payable	1,347.07
606 · SWT Payable	-18.28
607 · NYS & Local Retirement	101.05
637 · Due to Retirement	12,176.00
691 · Deferred Revenue	2,300.00
<b>Total Other Current Liabilities</b>	<u>25,393.72</u>
<b>Total Current Liabilities</b>	<u>25,393.72</u>
<b>Total Liabilities</b>	25,393.72
<b>Equity</b>	
909 · Fund Balance - WSPL	302,723.58
910 · Reserve Fund Balance	90,478.25
911 · Retained Earnings	550,427.34
Net Income	294,928.69
<b>Total Equity</b>	<u>1,238,557.86</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,263,951.58</u></u>

**Western Sullivan Public Library**  
**Operating Account Check List**  
 March 9 through April 5, 2024

Type	Date	Num	Name	Memo	Split	Amount
<b>Mar 9 - Apr 5, 24</b>						
Check	03/12/2024	19351	Mobility Elevator & Lift Co.	invoice 83776	74106.6 · Elevator Service	-3,641.25
Check	03/20/2024	19352	Verizon	845 887 49679 346 24 5	74106.6 · Elevator Service	-32.75
Check	03/20/2024	19353	Utica National Insurance Group	Acct #100918340	Workers' Comp	-63.00
Check	03/28/2024	19355	AARP Medicare Rx Preferred (PDP)	Member ID: 0217026071 J Swendsen	90608 · Employee Health Insurance	-78.70
Check	03/28/2024	19356	NYSEG	1001-0704-798	Fuel & Electric-NAR	-257.33
Check	03/28/2024	19357	Village of Jeffersonville	Acct 00349	Sewer & Water-JEF	-89.67
Check	03/28/2024	19358	Postmaster	postage JEF	Postage	-68.00
Check	04/05/2024	19360	Cardmember Services	acct ending 4182	601.1 · Jeff Bank Visa	-1,037.55
Check	04/05/2024	19361	Cash	Cash replenishment for JEF	Petty Cash-JEF	-10.17
Check	04/05/2024	19362	Cash	Cash replenishment for NAR	Petty Cash-NAR	-31.92
Check	04/05/2024	19363	The River Reporter	1538 4/30/2023	Periodicals-JEF	-52.00
Check	04/05/2024	19364	Peck's Market	Acct 4394 & C966	-SPLIT-	-114.88
Check	04/05/2024	19365	Dirlam Bros. Lumber Co., Inc.	Customer TUS110	Materials	-38.56
Check	04/05/2024	19366	Kanopy LLC		Digital Downloads - WSPL	-564.00
Check	04/05/2024	19367	Postmaster	postage	Postage	-100.00
Check	04/05/2024	19368	Jonathon Wells	Open Mic Reading Series	2024 DVAA Arts for Sullivan/SCR	-400.00
Check	04/05/2024	19369	Staples Contract & Commercial	Cust RCH 1721174	-SPLIT-	-573.95
Check	04/05/2024	19370	Sullivan County Democrat		Election & Budget	-474.71
Check	04/05/2024	19371	GOVCONNECTION, INC.		74102.2 · Equipment - Technology	-336.43
Check	04/05/2024	19372	OverDrive, Inc.	Cust ID 1052-1001	Digital Downloads - WSPL	-357.47
Check	04/05/2024	19373	American Electric, LLC	Invoice 5907	-SPLIT-	-195.00
Check	04/05/2024	19374	Amazon Capital Services	Acct # A1W8QRKQNHDEJH	601.2 · Amazon Business	-1,218.60
Check	04/05/2024	19375	Elana Bell	4.5.24 reading	2024 DVAA Arts for Sullivan/SCR	-325.00
Check	04/05/2024	19376	Brodart Co.	Account 311663	-SPLIT-	-297.61
Check	04/05/2024	19377	Fox Ledge, Inc.	Account 005821	-SPLIT-	-107.15
Check	04/05/2024	19378	RCLS General	invoice 33058	Digital Downloads - RCLS	-1,026.00
Check	04/05/2024	19379	RCLS General	invoice 33010	-SPLIT-	-125.58
Check	04/05/2024	19380	D Man's Mowing & Maintenance	Inv. #180 & 193	-SPLIT-	-895.00
Check	04/05/2024	19381	NYSEG	1001-3155-188	Fuel & Electric-DEL	-22.89



**Western Sullivan Public Library**  
**Operating Account Check List**  
 March 9 through April 5, 2024

Check	04/05/2024	19382	NYSEG	1003-8570-692	Fuel & Electric-DEL	-22.89
Check	04/05/2024	19383	NYSEG	1001-1281-077	Fuel & Electric-JEF	-627.34
Check	04/05/2024	19384	MaryAnn Paparella		-SPLIT-	-2,050.00
Check	04/05/2024	19385	Ehrlich		-SPLIT-	-70.85
Check	04/05/2024	19386	Joseph E. Schultz	invoice #3099 & 3101	-SPLIT-	-739.24
Check	04/05/2024	19387	Delaware Valley Farm & Garden	Acc. #100706	-SPLIT-	-146.30
Check	04/05/2024	19388	Christina Mace		-SPLIT-	-774.00
Check	04/05/2024	19389	United Healthcare Insurance Company	Member ID 351736481-1	90608 · Employee Health Insurance	-268.50
Check	04/05/2024	19390	Midwest Tape LLC		-SPLIT-	-1,469.89
Check	04/05/2024	19391	Baker & Taylor Books #510486		-SPLIT-	-3,510.85
Check	04/05/2024	19392	Spectrum - Charter Communications	Account # 107605001	-SPLIT-	-459.90
Check	04/05/2024	19393	MVP Health Care, Inc.	Group # 412828/Sub 0001	90608 · Employee Health Insurance	-8,086.44
Liability Check	03/11/2024		NYS & Local Retirement System	51404	-SPLIT-	-969.55
Liability Check	03/20/2024	E-pay	NYS Income Tax	141825007 6 QB Tracking # 2144146406	-SPLIT-	-715.36
Liability Check	03/22/2024	19354	Commissioner of Taxation and Finance	E-034204795-E003-8	609 · Income Execution	-177.18
Liability Check	03/22/2024	eft dd	Direct Deposit Split		611 · DD for savings/c'king	-250.00
Liability Check	03/22/2024	E-pay	IRS USA Tax Payments	14-1825007 QB Tracking # 2144055406	-SPLIT-	-4,062.66
Liability Check	04/03/2024	E-pay	NYS Income Tax	141825007 6 QB Tracking # -1366312890	-SPLIT-	-696.25
Liability Check	04/05/2024	19359	Commissioner of Taxation and Finance	E-034204795-E003-8	609 · Income Execution	-177.18
Liability Check	04/05/2024	eft	NYS & Local Retirement System	51404	-SPLIT-	-866.73
Liability Check	04/05/2024	eft dd	Direct Deposit Split		611 · DD for savings/c'king	-250.00
Liability Check	04/05/2024	E-pay	IRS USA Tax Payments	14-1825007 QB Tracking # -1366550890	-SPLIT-	-4,010.48
Paycheck	03/22/2024	2024032201	Employee		-SPLIT-	
Paycheck	03/22/2024	2024032202	Employee		-SPLIT-	
Paycheck	03/22/2024	2024032203	Employee		-SPLIT-	
Paycheck	03/22/2024	2024032204	Employee		-SPLIT-	
Paycheck	03/22/2024	2024032205	Employee		-SPLIT-	
Paycheck	03/22/2024	2024032206	Employee		-SPLIT-	
Paycheck	03/22/2024	2024032207	Employee		-SPLIT-	
Paycheck	03/22/2024	2024032208	Employee		-SPLIT-	
Paycheck	03/22/2024	2024032209	Employee		-SPLIT-	

Apr 5, 2024

Western Sullivan Public Library  
Operating Account Check List  
March 9 through April 5, 2024

Paycheck	03/22/2024	2024032210	Employee	-SPLIT-	
Paycheck	03/22/2024	2024032211	Employee	-SPLIT-	
Paycheck	03/22/2024	2024032212	Employee	-SPLIT-	
Paycheck	03/22/2024	2024032213	Employee	-SPLIT-	
Paycheck	03/22/2024	2024032214	Employee	-SPLIT-	
Paycheck	03/22/2024	2024032215	Employee	-SPLIT-	
				Total Payroll 2024-03-22	-14,347.47
Paycheck	04/05/2024	2024040501	Employee	-SPLIT-	
Paycheck	04/05/2024	2024040502	Employee	-SPLIT-	
Paycheck	04/05/2024	2024040503	Employee	-SPLIT-	
Paycheck	04/05/2024	2024040504	Employee	-SPLIT-	
Paycheck	04/05/2024	2024040505	Employee	-SPLIT-	
Paycheck	04/05/2024	2024040506	Employee	-SPLIT-	
Paycheck	04/05/2024	2024040507	Employee	-SPLIT-	
Paycheck	04/05/2024	2024040508	Employee	-SPLIT-	
Paycheck	04/05/2024	2024040509	Employee	-SPLIT-	
Paycheck	04/05/2024	2024040510	Employee	-SPLIT-	
Paycheck	04/05/2024	2024040511	Employee	-SPLIT-	
Paycheck	04/05/2024	2024040512	Employee	-SPLIT-	
Paycheck	04/05/2024	2024040513	Employee	-SPLIT-	
Paycheck	04/05/2024	2024040514	Employee	-SPLIT-	
Paycheck	04/05/2024	2024040515	Wootan, Madeleine M	-SPLIT-	
				Total Payroll 2024-04-05	-14,034.55
<b>Mar 9 - Apr 5, 24</b>				<b>Total:</b>	<b>-71,318.78</b>

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

	<u>Jul 1, '23 - Apr 5, 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
1001 · Real Property Taxes	1,063,613	1,063,613	0
1081 · SW Pilot Share	25,451	24,000	1,451
2082 · Library Charges	3,178	3,056	122
2083 · Library Chgs-Registrations	2,250	2,000	250
2401 · Interest & Earnings	273	382	(109)
2655 · Sales, Other	179	76	103
2705 · Gifts & Donations	11,593	2,750	8,843
2770 · Grants-Miscellaneous	0	1,757	(1,757)
3002 · State Grants - Grant-In-Aid	1,507	0	1,507
3003 · State Grants - Miscellaneous	3,018	2,700	318
<b>Total Income</b>	<u>1,111,062</u>	<u>1,100,334</u>	<u>10,728</u>
<b>Gross Profit</b>	1,111,062	1,100,334	10,728
<b>Expense</b>			
74101 · Salaries	367,584	400,731	(33,147)
74101.7 · Special Projects	0	382	(382)
74102 · Equipment	5,162	4,965	197
74104 · Materials	52,975	57,097	(4,122)
74104.6 · Databases & Software	6,060	6,569	(509)
74105.1 · Daily Operating Expenses	11,372	16,576	(5,204)
74105.3 · Repairs/Maint of Lib Equip	0	382	(382)
74105.4 · Daily Maint & Repairs	7,564	9,931	(2,367)
74105.5 · Building Maintenance	0	26,736	(26,736)
74105.6 · Insurance Policies	20,914	22,932	(2,018)
74106.1 · Phone, Internet, Cable Services	4,599	6,149	(1,550)
74106.2 · ILS & IT	27,162	31,167	(4,005)
74106.4 · Fuel & Electric	11,870	19,097	(7,227)
74106.5 · Sewer & Water	1,479	4,201	(2,722)
74106.6 · Elevator Service	3,935	4,507	(572)
74106.7 · Cleaning Services	18,450	20,052	(1,602)
74106.8 · Operating Overhead Expenses	3,078	7,639	(4,561)
74107.1 · Professional Services	13,100	15,507	(2,407)
74107.3 · Programs and Events	6,726	9,167	(2,441)
74107.9 · Other Expenses	2,833	4,087	(1,254)
90000 · Payroll Expenses	163,608	193,463	(29,855)
<b>Total Expense</b>	<u>728,471</u>	<u>861,337</u>	<u>(132,866)</u>
<b>Net Ordinary Income</b>	<u>382,591</u>	<u>238,997</u>	<u>143,594</u>
<b>Net Income</b>	<u><u>382,591</u></u>	<u><u>238,997</u></u>	<u><u>143,594</u></u>

# Western Sullivan Public Library

## Treasurer's Report

Report for:            April 08                            2024  
                                  Month and Day                            Year

### General Fund: Operating Account - Jeff Bank Account ending in 8139

Balance on hand as of:	<u>February 29, 2024</u>	\$45,342.50
Plus Deposits:		
Accounts Receivable	\$71,605.50	
Transfers from IMM	\$0.00	
Interest	\$0.53	
Other	<u>\$0.00</u>	
Total Deposits		\$71,606.03
Less Disbursements:		
Transfer to IMM	\$65,000.00	
Operating Expenses	<u>\$3,189.97</u>	
Total Disbursements		\$68,189.97
Balance on hand as of:	<u>March 31, 2024</u>	<u><u>\$48,758.56</u></u>

### General Fund: IMM Account - Jeff Bank Account ending in 1647

Balance on hand as of:	<u>February 29, 2024</u>	\$1,012,423.48
Plus Deposits:		
Annual Tax Portion & PILOT	\$0.00	
Interest	\$37.24	
Other	<u>\$0.00</u>	
Total Deposits		\$37.24
Less Disbursements:		
Transfers to Operating Fund	\$65,000.00	
Transfer to Capital Fund	<u>\$0.00</u>	
Total Disbursements		\$65,000.00
Balance on hand as of:	<u>March 31, 2024</u>	<u><u>\$947,460.72</u></u>

# Western Sullivan Public Library

## Treasurer's Report

### General Fund: CC Transfer - Jeff Bank Account ending in 7669

Balance on hand as of:	<u>February 29, 2024</u>	\$3,049.23
Plus Deposits:		
Credit Card Payments	<u>\$0.00</u>	
Total Deposits		\$0.00
Less Disbursements:		
Transfers to Operating Fund	<u>\$0.00</u>	
Total Disbursements		\$0.00
Balance on hand as of:	<u>March 31, 2024</u>	<u><u>\$3,049.23</u></u>

### Capital Fund: Building Improvements - Jeff Bank Account ending in 8355

Balance on hand as of:	<u>February 29, 2024</u>	\$309,771.44
Plus Deposits:		
Transfers from IMM	\$0.00	
Interest	\$0.00	
Other		
Total Deposits		\$0.00
Less Disbursements:		
Transfers to Operating Fund	<u>\$0.00</u>	
Total Disbursements	\$0.00	\$0.00
Balance on hand as of:	<u>March 31, 2024</u>	<u><u>\$309,771.44</u></u>
Account opened December 10, 2019		



# Western Sullivan Public Library

## DIRECTOR'S REPORT

April 8, 2024

### **Building/Equipment:**

The front parking area at Jeffersonville will be sealed and striped this month. Cracks will also be filled. The village will stripe the back parking lot and include a handicapped parking space by the door.

### **Finance:**

See reports.

SUPLA applied for funding for 2023 Summer Reading Programs at Sullivan County Libraries. WSPL received a check totaling \$1,506.50 (JEF: \$542.50 / DEL: \$511.00 / NAR: \$453.00).

PILOT checks received from Sullivan County IDA in March: \$1,096.90

### **Personnel:**

We continue to interview for the Clerk position at JEF/NAR.

### **Professional Development/Meetings:**

3/12/2024: Meeting with Jen Palmentiero from SENYLRC about the Oral History project at DEL.

3/13/2024: Directors Association Meeting

3/15/2024: SUPLA Meeting

Staff will be attending trainings for KOHA (our new ILS system) during the next few months to prepare for the migration on August 5, 2024.

### **Programs:**

View [newsletter](#).

### **Strategic Plan Progress:**

This month, we will be visiting local businesses to help raise awareness of what we offer to sign people up for cards if they would like one.

### **Monthly Statistics:**

See statistics in "Other Items" on libguide.

### **Other:**

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

Absentee ballots were mailed out on 3/22/2024.

The Tusten-Cochecton Branch will open at 11:30AM on April 27, 2024 so staff can attend the Volunteer Appreciation Celebration.



# Western Sullivan Public Library

Dale completed the [Digital Navigators of the Hudson](#) Valley program this quarter and the library will receive \$500 incentive to continue offering services that promote digital inclusion. The funds are scheduled to be released on 4/15/24.

**Western Sullivan Public Library**  
 Monthly Reports for All Branches for March 2024

<b>March Circulation</b>	Callicoon	Jeffersonville	Narrowsburg
Adult Books	615	682	583
Young Adult Books	80	25	57
Children's Books	264	471	215
Periodicals	1	14	0
Audiobooks	21	8	7
Museum Pass (Apr-Dec)	0	0	0
DVDs	364	526	112
Other	14	20	9
<b>2024 Totals</b>	<b>1359</b>	<b>1746</b>	<b>983</b>
<b>2023 Totals</b>	<b>1623</b>	<b>1710</b>	<b>980</b>

**Wireless usage per branch**

	March 2023	March 2024
Callicoon	2241	1897
Jeffersonville	1724	1291
Narrowsburg	1836	1008
<b>Total</b>	<b>5801</b>	<b>4196</b>

**Computer Use**

	March 2023	March 2024
Callicoon	74	79
Jeffersonville	61	52
Narrowsburg	44	36
<b>Total</b>	<b>179</b>	<b>167</b>

**Internet/Social Media**

	March 2023	March 2024
Instagram followers	1145	1,255
Facebook followers	1160	1,340
Facebook video views	161	514
Website users	1,627	2,107
Website sessions	2442	3223
Website page views	3584	3987
Podcast Downloads	97	9
Monthly eNewsletter	Sent to 686 subscribers	444 opens/ 57 clicks
Weekly email blasts	Switching from MailChimp to LibraryAware	n/a

**e-Circulation**

Type	Mar 2023	Mar 2024
Callicoon e-content	376	551
Jeffersonville e-content	617	798
Narrowsburg e-content	301	431
Kanopy films (# of videos played)	615	477
<b>Total</b>	<b>1909</b>	<b>2257</b>

**Curbside Pickup Appointments**

Callicoon	0
Jeffersonville	0
Narrowsburg	0

**Patron Count at the Library**

	Mar 2023	Mar 2024
Callicoon	847	860
Jeffersonville	868	1057
Narrowsburg	753	747
<b>Total</b>	<b>2468</b>	<b>2664</b>

**Reference questions**

	Mar 2023	Mar 2024
Callicoon	132	144
Jeffersonville	75	100
Narrowsburg	111	89
<b>Total</b>	<b>318</b>	<b>333</b>

**Monthly Volunteer Hours**

Callicoon	16
Jeffersonville	4.5
Narrowsburg	35



<b>Date</b>	<b>Program</b>	<b>Platform(s)/ Type</b>	<b>Target Audience</b>	<b>Attendance/ Views in 24 hours</b>
3/1/2024	Window Reveal	In-Person	Adult	10
3/4/2024	TYC - Cartoon Club	NAR	10+	16
3/4/2024	Narrowsburg Knitters	In-Person	Adult	9
3/5/2024	Let's Play!	NAR	PreK	14
3/6/2024	Memoir Group	In-Person	Adult	12
3/7/2024	Sewcial Circle	In-Person	Adult	8
3/8/2024	Jeffersonville Book Club	In-Person	Adult	3
3/11/2024	Narrowsburg Knitters	In-Person	Adult	8
3/13/2024	Joe Rao Eclipse	Virtual	Adult	11
3/14/2024	Sewcial Circle	In-Person	Adult	7
3/15/2024	Craft Lovers	In-Person	Adult	6
3/18/2024	TYC - Crafterschool	NAR	10+	7
3/18/2024	Narrowsburg Knitters	In-Person	Adult	4
3/19/2024	Let's Play!	JEFF	PreK	13
3/19/2024	Who Am I? Self Portraits	Virtual	Adult	22
3/20/2024	Memoir Group	In-Person	Adult	4
3/20/2024	TYC	NAR	GENERAL	2
3/20/2024	Cricut Meet Up	In-Person	Adult	0
3/21/2024	Sewcial Circle	In-Person	Adult	11
3/22/2024	STEAM -Solar Eclipse	DEL	6-10	13
3/22/2024	Tai Chi for Seniors	In-Person	Adult	8
3/25/2024	TYC - Crafterschool	NAR	10+	7
3/25/2024	Narrowsburg Knitters	In-Person	Adult	11
3/26/2024	Tween Spa - Jewlrey	JEFF	10+	2
3/27/2024	Narrowsburg Book Club	In-Person	Adult	3
3/27/2024	TYC	NAR	GENERAL	4
3/28/2024	Sewcial Circle	In-Person	Adult	7

**Technical Programs**

3/4/2024	Hybrid Open Technical Support	In-Person	Adult, PCC	1
3/5/2024	Hybrid Open Technical Support	In-Person	Adult, PCC	2
3/6/2024	Hybrid Open Technical Support	In-Person	Adult, PCC	3
3/13/2024	Hybrid Open Technical Support	In-Person	Adult, PCC	3
3/18/2024	Hybrid Open Technical Support	In-Person	Adult, PCC	1
3/20/2024	Hybrid Open Technical Support	In-Person	Adult, PCC	2
3/25/2024	Hybrid Open Technical Support	In-Person	Adult, PCC	1
3/26/2024	Hybrid Open Technical Support	In-Person	Adult, PCC	3
3/27/2024	Hybrid Open Technical Support	In-Person	Adult, PCC	4

# DRAFT AIA® Document A105® - 2017

## Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « 8 » day of « April » in the year « 2024 »  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

Western Sullivan Public Library  
19 Center Street, PO Box 594  
Jeffersonville, New York 12748

and the Contractor:  
(Name, legal status, address and other information)

Aviolo Brothers  
6053 County Road 32  
Norwich, New York 13815

for the following Project:  
(Name, location and detailed description)

WSPL Callicoon HVAC  
45 Lower Main Street  
Callicoon, New York 12723

The Architect:  
(Name, legal status, address and other information)

Buck Moorhead Architect  
245 West 29<sup>th</sup> Street, Suite 1203  
New York, New York, 10001

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated 1/3/24, and enumerated as follows:

Drawings:

Number	Title	Date
T-001.00	Cover Sheet, General Conditions, Site Plan, Plot Plan	1/3/24
A-100.01	Demolition & Construction Plans & Details	1/3/24

Specifications:

Section	Title	Pages
Incorporated in Drawings	Incorporated in Drawings	Incorporated in Drawings

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
Addendum No. 1	2/1/24	2

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

**Aviolo Brothers February 2024 Bid Documents Including:**

- 1. **Aviolo Brothers Bid Feb 28 2024**
  - a. Bid Breakdown – For all 4 ODU’s located on the ground
  - b. Bid Breakdown – For 2 outdoor units on roof, 2 outdoor units on ground
  - c. Signed Proposal
  - d. Project Schedule
  - e. Project Team
  - f. Project Pricing
  - g. Company Info
  - h. List of Previous Relevant Work
  - i. References
- 2. **Instructions to Bidders – WSPL CALLICOON HVAC**
- 3. **Prevailing Wage Schedule PCR 2023011038**
- 4. **Certidicate of Liability Insurance**
- 5. **Certificate of Worker’s Compensation**

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

**§ 2.2 Date of Commencement:**

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement. *(Insert the date of commencement if other than the date of this Agreement.)*

May 1<sup>st</sup>, 2024

**§ 2.3 Substantial Completion:**

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work: *(Check the appropriate box and complete the necessary information.)*

[  ] Not later than  (  ) calendar days from the date of commencement.

[  ] By the following date: **May 31<sup>st</sup>, 2024**

**ARTICLE 3 CONTRACT SUM**

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

**\$64,500.00**

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: *(Itemize the Contract Sum among the major portions of the Work.)*

Portion of the Work	Value
Site Work / Protection . Cleanup	\$1,600.00
Demolition	\$3,200.00
Mechanical	\$42,600.00
Electric	\$3,400.00

Plumbing	\$1,700.00
General Condition	\$2,500.00
Overhead and Fees	\$9,500.00

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

*(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

Accepted Alternates
1. Remove (1) existing wall-mounted minisplit head at basement; Furnish & install (2) new heads at basement: (1) in existing location, (1) at new location noted on plans. Outdoor unit spec: <i>LMU180HHV</i> ; Indoor unit spec: <i>LSN120HSV5</i>
2. Install all (4) new outdoor units on ground.

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:  
*(Identify each allowance.)*

Item	Price
N/A	N/A

§ 3.5 Unit prices, if any, are as follows:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
N/A	N/A	N/A

#### ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

*(Insert below timing for payments and provisions for withholding retainage, if any.)*

40% Deposit Payment at Contract Signing
50% Progress Payment at Substantial Completion
10% Final Payment at Final Completion

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

*(Insert rate of interest agreed upon, if any.)*

« » % « »

#### ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1.

Insurance Certificates shall list the following as additionally insured parties:

1. Western Sullivan Public Library
2. Buck Moorhead Architect
3. Y.M.T.G, LLC

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than one-million dollars (\$ 1,000,000.00 ) each occurrence, two-million dollars ( \$ 2,000,000.00 ) general aggregate and « » ( \$ « » ) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « » (\$ « ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

**§ 5.1.7 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

**ARTICLE 6 GENERAL PROVISIONS**

**§ 6.1 The Contract**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

**§ 6.2 The Work**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

### § 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

### § 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

### § 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

*(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

Contractor:

Dennis Aviolo [dennis@avoliobrothers.com](mailto:dennis@avoliobrothers.com)

Architect:

Buck Moorhead [buck@buckmoorheadarchitect.com](mailto:buck@buckmoorheadarchitect.com)

Remy Moorhead [remy@buckmoorheadarchitect.com](mailto:remy@buckmoorheadarchitect.com)

Owner:

Audra Everett [aeverett@rcls.org](mailto:aeverett@rcls.org)

All (3) parties listed above, are to be included on cc.

## ARTICLE 7 OWNER

### § 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

### § 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

### § 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

### § 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

## ARTICLE 8 CONTRACTOR

### § 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

### § 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

### § 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

### § 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

### § 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

### § 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

### § 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and



shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

#### **§ 8.8 Submittals**

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

#### **§ 8.9 Use of Site**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

#### **§ 8.10 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

#### **§ 8.11 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

#### **§ 8.12 Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

### **ARTICLE 9 ARCHITECT**

**§ 9.1** The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 9.2** The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

**§ 9.3** The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

**§ 9.4** Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

**§ 9.5** The Architect has authority to reject Work that does not conform to the Contract Documents.

**§ 9.6** The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 9.7** On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

**§ 9.8** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and

decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

#### **ARTICLE 10 CHANGES IN THE WORK**

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

#### **ARTICLE 11 TIME**

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

#### **ARTICLE 12 PAYMENTS AND COMPLETION**

##### **§ 12.1 Contract Sum**

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

##### **§ 12.2 Applications for Payment**

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

##### **§ 12.3 Certificates for Payment**

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold

certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

#### **§ 12.4 Progress Payments**

**§ 12.4.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

**§ 12.4.2** The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

**§ 12.4.3** Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

**§ 12.4.4** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

#### **§ 12.5 Substantial Completion**

**§ 12.5.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

**§ 12.5.2** When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

#### **§ 12.6 Final Completion and Final Payment**

**§ 12.6.1** Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

**§ 12.6.2** Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

**§ 12.6.3** Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

### **ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

### **ARTICLE 14 CORRECTION OF WORK**

**§ 14.1** The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

## ARTICLE 15 MISCELLANEOUS PROVISIONS

### § 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

### § 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### § 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

## ARTICLE 16 TERMINATION OF THE CONTRACT

### § 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

### § 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

**§ 16.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**ARTICLE 17 OTHER TERMS AND CONDITIONS**

*(Insert any other terms or conditions below.)*

1. Contractor must comply with State Wage Rates under the NYS Department of Labor, PCR-2023011038
2. Any work that may disrupt the operation of the Library, can take place on Tuesdays between 9am and 3pm only.

This Agreement entered into as of the day and year first written above.

*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

« »

\_\_\_\_\_  
**OWNER** *(Signature)*

« »« »

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

« »« »

\_\_\_\_\_  
*(Printed name and title)*

LICENSE NO.:

JURISDICTION:





# Western Sullivan Public Library

DELAWARE FREE BRANCH | JEFFERSONVILLE BRANCH | TUSTEN-COCHECTON BRANCH

## Agreement for Use of Property Tusten-Cochecton Branch

**Renter:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

### 1. RENTAL OF FACILITY:

Under the terms and conditions set forth in this Agreement, Western Sullivan Public Library, hereinafter referred to as "WSPL", grants Renter, the Tusten Heritage Community Garden, hereinafter referred to as "THCG" the non-assignable right to occupy and use the land area behind the Tusten-Cochecton Branch as follows:

The leased area is including a stone padded area for parking from DeMauro Lane running along the back side bank of the Town of Tusten property & the Tusten-Cochecton Branch library to area including the water tanks area & "As-Is" natural wild bank to the rear side facing Kirk Road "As-is" area 16' beyond length of fenced garden. Flat land running along the side of the garden (facing River) approximately 8' wide adjacent to an "As-Is" natural wild slope bank area. Front area outside of garden facing DeMauro Lane approximately 48' x 51' therefore 2450 square feet. Actual fenced in garden area & land running along side is 75' wide x 131' long therefore 9,825 square feet. See highlighted area on tax map.

**This lease agreement is from July 9, 2021-July 8, 2024, and during the hours of 6AM to dusk, seven days per week.**

The leased area shall be used for the following specified purposes:  
Community Garden, workshops & reception promoting the garden.

Use for any other purpose or event not described in this agreement is prohibited without first obtaining the written consent of the WSPL Board of Trustees.

### 2. RENTAL FEES:

In consideration of this Agreement, Renter agrees to pay a rental fee of \$1.00.

### 3. OBLIGATIONS OF RENTER:

Renter will not use the facility in whole or in part for any use contrary to the laws, rules, and regulations of the State of New York, its subdivisions (county, town), their agencies or authorities. This includes, but is not limited to:

- a. Renter will uphold the Western Sullivan Public Library's Mission and adhere to the Western Sullivan Public Library's Code of Conduct (included on final page).
- b. Renter is responsible for obtaining insurance coverage of at least \$1 million for the garden and naming the Western Sullivan Public Library as additionally insured.
- c. WSPL must agree in writing to any construction work prior to its commencement. Renter is responsible for obtaining appropriate building permits for preapproved construction work. A copy must be given to the library board before work begins.



# Western Sullivan Public Library

DELAWARE FREE BRANCH | JEFFERSONVILLE BRANCH | TUSTEN-COCHECTON BRANCH

- d. Renter will not permit destruction or misuse of the property, and agrees to be personally liable for damages resulting from misuse or abuse of the facilities.
- e. Parking shall be on the gravel surfaces; no parking on grass
- f. The library will not be responsible for providing water for the garden or drinking for workers. Nor will they provide public restrooms.
- g. The garden and area surrounding the garden needs to be kept tidy at all times, including the garden plots. Winter clean up needs to be done by the end of November of each year. Clean up includes: storage of all gardening equipment, storage of benches, chairs, and signs, and ensuring all garden plots and areas around garden are free from overgrown weeds.
- h. Grounds shall be free of garbage and debris at all times
- i. No animals are allowed
- j. Programming schedule will be submitted to the library board
- k. No fundraising or commercial activity conducted by THCG shall in any way be associated with the Western Sullivan Public Library
- l. The THCG shall designate one point of contact in January of each year

#### 4. LIABILITY:

Renter understand(s) that they are responsible for damages and associated costs caused to the WSPL property by persons attending any activities at the garden and they shall be responsible to properly supervise, chaperon, and regulate the use of the garden to protect any persons attending the event during the rental period. The THCG shall have insurance naming the WSPL as additionally insured. It is the responsibility of the THCG to submit the proper proof of insurance paperwork to the library board every year.

#### 5. REPORTING REQUIREMENTS:

- a. Quarterly written reports will be submitted to the WSPL Board of Trustees at their regularly scheduled board meeting on the following dates (reporting schedule for July 2022-2024 will be determined after meeting schedule is set):
  1. September 13, 2021
  2. December 13, 2021
- b. Written report shall be submitted to the library board at least one week prior to the board meeting.
- c. Any changes to the garden routine or land will need to be preapproved by the WSPL Board of Trustees. The THCG point of contact should contact the library director to make an appointment with the board.

#### 6. CONTRACT.

Two copies of Rental contract are enclosed. Please sign both copies and return one with proper proof of insurance.

#### 7. ACCESS TO THE FACILITY:

Access is to the land behind the Tusten-Cochecton Branch only. The library building will not be used for any purpose. No dirty boots in the library building. The library staff is not to be point of contact between the THCG and WSPL nor should the staff be involved with questions or conversations concerning the garden. The THCG will not use the library facilities or library water for garden purposes.



# Western Sullivan Public Library

DELAWARE FREE BRANCH | JEFFERSONVILLE BRANCH | TUSTEN-COCHECTON BRANCH

## 8. WAIVER AND RELEASE OF LIABILITY:

Tusten Heritage Community Garden (Renter) will indemnify, defend and hold harmless Western Sullivan Public Library against and from any and all claims, actions, liability, and expenses (including settlements, judgments, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions by Renter or any employee, agent, or guest. Upon notice from WSPL, Renter shall have the right to defend a claim and control the defense or settlement of any such litigation.

Western Sullivan Public Library will indemnify, defend and hold harmless Renter against and from any and all claims, actions, liability, and expenses (including settlements, judgments, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions by WSPL or any WSPL employee. Upon notice from Renter, WSPL shall have the right to defend a claim and control the defense or settlement of any such litigation.

I have read the above agreement and by signing it agree.

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Western Sullivan Public Library Board President

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





# Western Sullivan Public Library

DELAWARE FREE BRANCH | JEFFERSONVILLE BRANCH | TUSTEN-COCHECTON BRANCH

## CODE OF CONDUCT POLICY

To allow all patrons of the Western Sullivan Public Library to use its facilities and resources to the fullest extent during the regularly scheduled hours, the Library Board of Trustees had adopted the following rules and regulations:

1. Patrons shall engage in activities associated with the use of the library.
2. Patrons shall respect the rights of other patrons, staff, and volunteers and not behave in a manner which could reasonably be expected to disturb, frighten or embarrass other patrons, volunteers or staff.
3. Patrons who consume food or beverages in the library are responsible for any spills, litter, or damages. Food or beverages are not permitted near any library electronic equipment.
4. Smoking and the use of tobacco are not allowed in the library or near library entrances.
5. Patrons shall not be under the influence of alcohol or drugs in the library.
6. Patrons shall not engage in illegal activity in the library. This includes any activity deemed illegal in regard to the use of computers.
7. Patrons shall not carry a weapon into the library unless authorized by law. Any patron authorized by law to carry a weapon must notify library staff that they are carrying a weapon.
8. Patrons that possess cell phones will be asked to silence the ringer and refrain from talking on their phones during their time at the library.
9. Patrons should refrain from defacing or marring the library's property, including but not limited to materials, furnishings, and equipment, in any way.
10. Patrons should be appropriately dressed when visiting the library.
11. Patrons may not leave a child unattended in the library. See *Unattended Children Policy*.
12. Patrons of all ages are not permitted to run, rough house, or climb on library furniture or behave in a manner that could pose a danger to themselves or others on library property including the use of skates, skateboarding, or bicycles. The library is not a place for loitering, sleeping, lounging, or lying down.
13. Library fines and fees are the responsibility of the library patron as outlined in the Membership Rules: Regular Policy and Circulation Rules Procedure.
14. Patrons shall not bring pets or animals into the library except for service animals
15. Any patron not abiding by these rules or regulations of the library may be required to leave the premises and may forfeit their library privileges. Library employees will contact area law enforcement officials if deemed necessary.
16. The Library Board of Trustees, on the recommendation of the Library Director, may deny any patron who violates these rules and regulations the privilege of access to the library. A patron whose privileges have been denied may have the decision reviewed by the Board of Trustees.