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# POUGHKEEPSIE PUBLIC LIBRARY DISTRICT

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## NOTICE OF ONLINE MEETING

### BOARD OF TRUSTEES

Wednesday, August 26, 2020

Meeting Will Run From 7:00 p.m. until 8:30 p.m.

**GoToMeeting:** <https://global.gotomeeting.com/join/345120573>

**Phone Number and Access Code:** 1 866 899 4679 / 345-120-573

### Trustees Reviewing Warrants (pre-arranged): Spuhler & Schmitz

- I. Call to Order, Roll Call, Approval of the Agenda (*D. Blazek*)
  - II. Public Comment on Agenda Items
  - III. Board Education: None
  - IV. Minutes of Previous Meeting(s)
    - A. July 22, 2020, (*T. Lawrence; #082620 – 1*)
  - V. Financial Report(s)
    - A. July 2020 (*B. Lynch; #082620 – 2*)
    - B. Approval of Monthly Warrant (*B. Lynch; #082620 – 2.1; to be emailed prior to the meeting*)
  - VI. Operational Reports
    - A. Administrative Report and Statistics (*Staff; #082620 – 3*)
    - B. President's Report (*D. Blazek*)
    - C. Board Committee Reports (*Committee Chairs*)
    - D. Friends of PPLD (*L. Murphy*)
  - VII. Board Action
    - A. Personnel Actions (*T. Lawrence, #082620 – 4; to be emailed prior to the meeting*)
    - B. Unfinished/Old Business
    - C. New Business
      1. Approval of Revised Policy: Patron Code of Conduct (*M. Fitzgibbons; #082620 – 5*)
      2. Approval of Revised CLDA + CBA 2020 Budget (*T. Lawrence; #082620 – 6*)
      3. Approval of Improvements: Adriance Memorial Library (*T. Lawrence; #082620 – 7*)
  - VIII. Open Comment
    - A. Board Comment
    - B. Public Comment on General Library District Affairs
- Adjournment

### **NEXT MONTH'S SCHEDULED MEETING(S)**

Regular Monthly Meeting: Wednesday, September 23, 2020; 7:00 p.m.

Location To Be Determined

**MINUTES OF MEETING**  
**Poughkeepsie Public Library District**  
**Minutes of Meeting of July 22, 2020**

**Trustees Present**

- Dianne Blazek
- Amy Bombardieri
- Paul Bucher, Jr. (Arr 7:20)
- Sean Eagleton
- Patricia Ferrer-Medina
- Moira Fitzgibbons
- Edna Lyons
- Mary Moore
- Patricia Ryan (Dep 7:05)
- Cathy Schmitz
- Laurel Spuhler

**Staff Present**

- Bonny Algozzine, Secretary to the Director
- Tom Lawrence, Library Director
- Barbara Lynch, Business Manager
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**Other Guest(s)****FPPLD Representatives Present**

- Liz Murphy, President

**I. Call to Order, Roll Call, Additions to the Agenda**

- **Call to Order:** At 7:03 p.m., President Blazek called the meeting to order.
- **Roll Call:** Eight (8) Trustees were present at time of roll call. Trustee Eagleton joined the meeting at 7:05 p.m., Trustee Ryan left the meeting at 7:05 p.m. Trustee Bucher joined the meeting at 7:20 p.m.
- **Additions to the Agenda:** None.
- **Move/Seconded:** Bombardieri, Spuhler.
- **VOTE:** 8 – 0 – 0

**II. Public Comment on Agenda Items:** No public present.**III. Board Education:** None.**IV. Approval of Previous Record/Meeting(s)****A. June 24, 2020 (PPLD Documents #072220 – 1)**

- **Motion:** Moved that the Board of Trustees of the Poughkeepsie Public Library District approve the minutes of the meeting of June 24, 2020.
- **Moved/Seconded:** Bombardieri, Ryan.
- **Discussion:** None.
- **VOTE:** 8 – 0 – 0

**V. Approval of Financial Actions****A. June 2020 Financial Activity Report (PPLD Document #072220 – 2)**

- **Motion:** Moved that the Board of Trustees of the Poughkeepsie Public Library District accept the Report of June 2020 Financial Activity as presented.
- **Moved/Seconded:** Eagleton, Spuhler.
- **Discussion:** None.
- **VOTE:** 8 – 0 – 0

**B. Approval of Monthly Warrant (PPLD Document #072220 – 2.1)**

- **Motion:** Moved that the Board of Trustees of the Poughkeepsie Public Library District approve the following warrants for immediate payment and transfers:

Vouchers 57385 to 57734 in Warrant 20200723 totaling \$114,119.99

And, further, that the following warrants have been paid and inspected after the fact, in compliance with established policy of the Board of Trustees:

Vouchers 57418 to 57497 in Warrant 20200715 totaling \$158,293.90

- **Moved/Seconded:** Spuhler, Schmitz.
- **Discussion:** None.
- **VOTE:** 8 – 0 – 0
- **Next Month's Warrant Review:**

## VI. Operational Reports

### A. Administrative Reports & Statistics (PPLD Document #072220 – 3)

- Lawrence reported on our safety precautions, attendance at programs, Big Read, statistics, MHLS deliveries, cleaning of materials, work on the Rotunda, and the Bookmobile.

### B. President's Report: None.

### C. Board Committee Reports: None.

### D. Friends of PPLD: President Murphy reported on the Book Store which has re-opened, internet sales, and plans to resume accepting donations safely.

## VII. Board Action

### A. Personnel Actions (PPLD Documents #072220 – 4)

- **Motion:** Moved that the Board of Trustees of the Poughkeepsie Public Library District approve the following personnel actions:

Employee Name/Number	Civil Service Title	Type of Action	Effective Date(s)	Salary
Yvonne Laube	Public Information Officer (FT)	Probationary Appointment	7/9/2020	\$36,743 <i>Step 1</i>
Erin Moore	Student Library Worker (PT)	Probationary Appointment	7/13/2020	\$11.80/hr
Donovan Mitchell	Security Guard	Probationary Appointment	8/2/2020	N/A
Petlyn Alexander	Library Assistant (PT)	Permanent Appointment	8/2/2020	N/A
Emily Giancarlo	Page (PT)	Permanent Appointment	8/2/2020	N/A
P Tenney	Custodial Worker	Permanent Appointment	8/2/2020	N/A
Mysticol Rooks	Library Clerk (PT)	Permanent Appointment	8/2/2020	N/A
Andrew Griemsmann	Library Clerk (FT)	Permanent Appointment	8/2/2020	\$35,956
Christine Bexley	Library Clerk (PT)	Probationary Appointment	7/20/2020	\$15.21/hr

- **Moved/Seconded:** Schmitz, Spuhler.
- **Discussion:** Lawrence explained the reasons for the actions.
- **VOTE:** 9 – 0 – 0

### B. Unfinished/Old Business: None.

### C. New Business:

#### 1. Proposed Revision to 2020 Budget (PPLD Document #072220 – 5)

- **Motion:** Moved that the Board of Trustees of the Poughkeepsie Public Library District approve the proposed revisions to the 2020 Poughkeepsie Public Library District's budget as presented in PPLD Document #072220 – 5A.
- **Moved/Seconded:** Bucher, Ferrer-Medina.
- **Discussion:** Lawrence explained the decisions that needed to be made. Some discussion ensued.
- **VOTE:** 9 – 0 – 0

## 2. Resolutions Related to the Tentative 2021 Budget (PPLD Document #072220 – 6)

- **Motion:** Moved that the Board of Trustees of the Poughkeepsie Public Library District permits the Administration to prepare for public vote a tentative 2021 budget that includes a tax levy that exceeds the growth factor as determined by the Office of the State Controller.
- **Moved/Seconded:** Bombardieri, Fitzgibbons.
- **Discussion:** Lawrence explained the many issues involved.
- **VOTE:** 9 – 0 – 0
  
- **Motion:** Moved that the Board of Trustees of the Poughkeepsie Public Library District approves the proposed FY2021 Budget (PPLD Document #072220 – 6A) and the proposed 2020 General Election ballot language as reflected in the amended Certification (PPLD Document #072220 – 6B).
- **Moved/Seconded:** Bombardieri, Fitzgibbons.
- **Discussion:** There was discussion about unknown health insurance costs which resulted in the Board amending the Certification to increase the budget by \$100,000 to a total of \$9,301,312.
- **VOTE:** 9 – 0 – 0

### VIII. Open Comment

A. **Board Comment:** None.

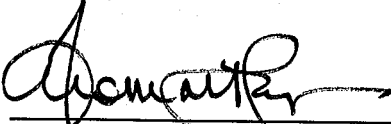
B. **Public Comment:** None.

### Adjournment

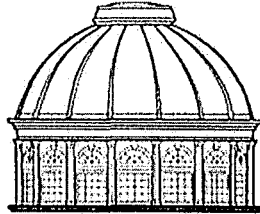
- **Motion:** There was a motion that the meeting be adjourned.
- **Moved/Seconded:** Bucher, Spuhler.
- **Discussion:** None.
- **VOTE:** 9 - 0 - 0
- **Time of Adjournment:** 7:56 p.m.

The next regular monthly meeting of the Board of Trustees will be Wednesday, August 26, 2020, 7 p.m. at Adriance Memorial Library, 93 Market Street, Poughkeepsie, NY. Warrant review will begin at 6:15 p.m.

Sincerely,



Thomas A. Lawrence, Clerk to the Board of Trustees  
Poughkeepsie Public Library District



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POUGHKEEPSIE PUBLIC LIBRARY DISTRICT

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## Report of July 2020 Financial Activity

**MOVED** that the Board of Trustees of the Poughkeepsie Public Library District accept the Report of July 2020 Financial Activity.

Motion	Moved	_____
	Seconded	_____

Result of Action	In Favor	_____
	Against	_____
	Abstaining	_____

**POUGHKEEPSIE PUBLIC LIBRARY DISTRICT**  
**Typical Balance Sheet Term Explanations**

**ASSETS**

- A 12010 **General Fund Operating:** General Fund checking account.
- A 12020 **General Fund Payroll:** General Fund Payroll account
- A 12023 **General Fund Money Market:** Where we keep all our general fund money (unless it is in a CD to earn more interest)
- A 12040 **Credit Card Transactions:** Where our credit card activity is recorded
- A 12051 **Flex 125 Money Market:** Where we keep employee's FSA125 contributions. Monies are transferred to the payroll checking account when paid out as reimbursements
- A 12100 **Petty Cash:** \$450 at Adriance and \$200 at Boardman Road on hand for small out of pocket expenses; these are tracked in MUNIS; also, \$200 on hand at Adriance for making change for the registers
- A 12101 **Cash in Machines:** Money in the SAM kiosks. It also includes the balances in the registers
- A 13800 **Accounts Receivable:** This is entered at year end if revenue we didn't receive is still expected to be received
- A 13910 **Due From Other Funds:** Money due from one of the other funds; could be retirement money from the CM fund for BTOP payrolls, money from the V fund for debt service, etc.

**LIABILITIES**

- A. 26000 **Accounts Payable:** Outstanding obligation for goods received
- A 26012 **Payroll Liabilities:** Entered at year end for salaries earned in this year to be paid next year
- A 26020 **Flex125 Exchange:** Contributions and payments for Flexible Spending Accounts flow through this account
- A 26021 **Benefits Exchange:** Where we book money paid by employees for benefits they pay for
- A 26030 **General Fund Exchange:** Money received that is not ours to be paid out (i.e. retirement overpayments, other library payments received by our library over \$25)
- A 26300 **Due To Other Funds:** Money owed to one of the other funds; could be retirement money from the CM fund for BTOP payrolls, money from the V fund for debt service, etc.
- A 26370 **State Retirement Accrual:** The NYS Employee Retirement System (NYSERS) payment due in February that is accrued so far this fiscal year
- A 26510 **Accrued Interest Payable:** Entered at year end. The interest owed on debt service accrued last year that will be paid in June of this year

**FUND BALANCE**

- A 35100 **Budgeted Revenues:** The budgeted amount of revenues expected to be received for the year. The figure comes from the approved budget or approved budget modifications during the year
- A 35210 **Encumbrances (+PYCF\*):** Total of all open purchase orders from this year as well as all encumbered salaries and open purchase orders from last year that we carried forward
- A 35220 **Expenditures (+PYCF\*):** What we have spent so far this year – it includes things from prior year that were carried forward and paid this year
- A 38210 **Encumbrance Reserve (+PYCF\*):** Part of the budgeted money to be spent that is already committed to be spent
- A 38670 **Compensated Absences Reserve:** Where we book the activity incurred when paying departing employees for earned absences
- A 39090 **Unreserved Fund Balance:** Money that has no claim to it or otherwise reserved for a designated purpose
- A 39110 **Fund Balance (Start of Year:** This figure does not change until the prior year is closed. It is the amount of our fund balance at the close of the prior year
- A 39600 **Appropriations Budget (+ PYCF\*):** This year's budget to spend plus prior year rollover.
- A 39800 **Revenues Received:** The actual revenue received to date

\*PYCF – Prior Year Carry Forward

**POUGHKEEPSIE PUBLIC LIBRARY DISTRICT**  
**Report of July**  
**2020 Financial Activity**  
**Report Narrative**

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**General Fund (Fund A; \$4,085,029)**

- Receipts for the month totaled \$25,637 which included \$594 in interest and \$1,849 in library charges and \$16,058 in E-Rate reimbursement.
- Disbursements for the month totaled \$669,235 which included \$551,553 in salary and benefit expenses.
- The 2020 budget modification as approved at the previous Board meeting was entered and is reflected on the attached Expense and Revenue YTD Budget reports.

**Special Revenue Fund (Fund CM; \$649,961)**

- Receipts for the month included the monthly interest and market change in the Wojtecki account as well as a donation from Salisbury Bank in the amount of \$3,000 for general support.
  - Sub fund totals are:

• Norman and Jeannie Greene Fund	\$305,478
• Marcotte Memorial Fund	18,260
• Schlobach Fund	50,000

**Capital Fund (Fund H; \$39,524)**

- Receipts for the month included minimal interest.
- There were no disbursements in the month of June
- Sub fund totals are:

• Designated Gifts and Grants (DGG Fund):	\$607
• Cash from Obligations – BOND Proceeds:	492

**Permanent Funds (Fund PN; \$496,562)**

- The PN Fund represents the permanent funds (endowment funds) managed by the Library District. Interest yields, which represent the expendable portion of the endowment, are booked in the CM (Special Revenue) Fund, but appear as due to other funds till transferred. Amounts on balance sheet may differ because of interest that is not yet transferred.
- Current sub fund principal balances are:

• Slonaker Trust:	\$2,775
• Levinsohn Trust:	1,000
• Wojtecki Trust:	368,461
• Schwartz Fund	10,965
• Lamont Fund	50,000
• Dobo Fund	37,048

**Debt Service Fund (Fund V; \$1,258,504)**

- Receipts for the month included interest of \$235.
- There were no disbursements for the month of July.

**POUGHKEEPSIE PUBLIC LIBRARY DISTRICT**  
**Report of Monthly Budget Modifications and Transfers Requiring Board Approval**  
**July 2020**

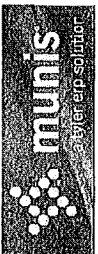
Budget Transfer A-14

Revenue	Increase	Decrease	Expense	Increase	Decrease
			PPLD Databases	A41000 54291	\$ 1,500.00
			IT-Software Fees - COVID	A60000 54370 A226	1,500.00
<b>Total</b>			<b>Total</b>	<b>\$ 1,500.00</b>	<b>\$ 1,500.00</b>

Transfer for Go To Meeting charges necessitated by COVID -19



# Poughkeepsie Public Library District



## GENERAL FUND YEAR TO DATE (YTD)

EXPENSE REPORT JULY 2020

FOR 2020 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
21 SALARIES	4,000,710	3,978,500	2,174,286.85	329,335.87	1,626,746.67	177,466.48	95.5%
22 EQUIP & CAPITAL OUTL	91,500	91,297	67,644.31	2,642.27	5,403.52	18,247.17	80.0%
30 MATERIALS	555,739	511,389	216,030.41	33,418.24	50,975.07	244,383.52	52.2%
32 INFORMATION SVC	78,574	75,574	21,566.05	5,293.35	1,271.58	52,736.37	30.2%
50 OPERATIONS	1,165,462	1,156,062	537,617.74	65,182.39	298,321.55	320,122.71	72.3%
51 AUTOMATION	103,593	104,293	47,174.56	11,146.14	29,442.28	27,676.16	73.5%
91 EMPLOYEE BENEFITS	1,871,751	1,795,929	1,077,379.81	222,216.89	361,514.98	357,034.21	80.1%
92 DEBT SER	1,304,422	1,304,422	372,524.99		.00	931,897.01	28.6%
<b>GRAND TOTAL</b>	<b>9,171,751</b>	<b>9,017,466</b>	<b>4,514,224.72</b>	<b>669,235.15</b>	<b>2,373,677.65</b>	<b>2,129,563.63</b>	<b>76.4%</b>

\*\* END OF REPORT - Generated by Barbara Lynch \*\*

WARRANT: 20200723 07/23/2020 DUE DATE: 07/23/2020

FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET
A	General Fund	2,796.31	
A	General Fund	1,160.95	
A	General Fund Expen A	1,748.41	5,859.97
A	General Fund Expen A	1,468.35	6,415.93
A	General Fund Expen A	215.80	1,509.37
A	General Fund Expen A	77.53	1,208.70
A	General Fund Expen A	50.00	654.00
A	General Fund Expen A	-175.00	5,054.01
A	General Fund Expen A	11,146.14	-626.84
A	General Fund Expen A	2,382.50	39,205.40
A	General Fund Expen A	39.02	-242.17
A	General Fund Expen A	318.00	5,963.31
A	General Fund Expen A	1,013.32	-125.93
A	General Fund Expen A	2,949.60	-1,214.40
A	General Fund Expen A	977.90	1,522.10
A	Administration	1,400.00	3,450.00
A	Administration	666.66	-499.92
A	Administration	27.99	12,794.00
A	CLDA Reimbursable	106.17	2,620.59
A	CLDA Reimbursable	2,085.29	2,051.02
A	Building Services	1,229.46	535.36
A	Building Services	537.10	354.80
A	Building Services	971.60	814.87
A	Building Services	77.42	2,510.00
A	Building Services	2,230.00	-2,230.00
A	Building Services	1,550.00	3,750.00
A	Building Services	7,502.37	-4,145.41
A	Building Services	559.74	152.50
A	Advancement Service	45.74	59,390.26
A	Advancement Service	3,000.00	.00
A	Advancement Service	5,146.40	1,926.69
A	Adult Services	100.34	147.97
A	Adult Services	27.00	3,329.89
A	Adult Services	5,293.35	9,454.37
A	Adult Services	585.34	9,272.97
A	Adult Services	46.72	26.12
A	Technical Services	16,208.32	-8,379.58
A	Collection Service	6,068.72	-4,400.90
A	Collection Service	2,973.63	28,815.90
A	Collection Service	2,942.50	4,246.17
A	Collection Service	3,778.79	40,558.32
A	Collection Service	966.44	413.00
A	Youth Services	3,723.79	11,515.72
A	Youth Services	7.00	743.00
A	Business Office	11.47	3,440.00
A	Business Office	739.38	4,565.46
A	Information Tech	683.86	10,886.00
A	Information Tech	210.00	1.20
A	Information Tech	7,120.48	30,276.59

WARRANT: 20200723 07/23/2020 DUE DATE: 07/23/2020

FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET
A A71000	Adriance	209.45	2,904.31
A A71000	Adriance	2,827.23	-7,577.20
A A71000	Adriance	6,051.59	10,420.00
A A73000	Boardman Road Bran A	190.45	598.24
A A73000	Boardman Road Bran A	952.23	-3,152.00
A A73000	Boardman Road Bran A	97.14	-7,000.00
FUND TOTAL		114,119.99	
WARRANT SUMMARY TOTAL		114,119.99	
GRAND TOTAL		114,119.99	

WARRANT: 20200715 07/15/2020

DUE DATE: 07/15/2020

FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET
A A00000	General Fund Expen A	7410.000.00.54530 .A204	
A A00000	General Fund Expen A	7410.000.00.54530 .A222	15,674.24
A A00000	General Fund Expen A	7410.000.00.54530 .A224	400.00
A A00000	General Fund Expen A	7410.000.00.54694 .C814	120.00
A A00000	General Fund Expen A	7410.000.00.59060 .	-4,405.00
A A11100	CLDA Reimbursable	7410.111.00.54310 .	-31,510.40
A A60000	Information Tech	7410.600.00.54390 .	-1,224.00
A A71000	Adriance	7410.710.00.54310 .	54.79
A A71000	Adriance	7410.710.00.54320 .	3.89
A A73000	Boardman Road Bran A	7410.730.00.54310 .	-7,577.20
			1,144.00
	FUND TOTAL	158,293.90	

WARRANT SUMMARY TOTAL 158,293.90

GRAND TOTAL 158,293.90

# Poughkeepsie Public Library District



## GENERAL FUND YEAR TO DATE (YTD)

REVENUE REPORT JULY 2020

FOR 2020 07

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
41001 REAL PROPERTY TAXES	6,373,521	6,373,521	6,373,521.00	.00	.00	100.0%
41003 REAL PROPERTY TAX DEBT SERVIC	1,304,422	1,269,874	1,269,874.00	.00	.00	100.0%
42082 LIBRARY CHARGES	50,000	27,500	14,272.93	1,848.50	13,227.07	51.9%
42401 INTEREST EARNINGS	50,000	25,000	11,630.33	594.25	13,369.67	46.5%
42680 INSURANCE RECOVERIES	0	7,387	7,387.01	.00	-.01	100.0%
42705 DONATIONS	50,000	50,000	12,075.18	203.91	37,924.82	24.2%
42752 ANNUAL APPEAL	25,000	28,013	28,113.85	100.00	-100.85	100.4%
42753 DONATIONS IN KIND	81,983	81,983	47,823.37	6,831.91	34,159.63	58.3%
42760 GRANTS	25,000	25,000	.00	.00	25,000.00	.0%
42771 PAYMENT IN LIEU OF TAXES	126,500	127,368	127,368.37	.00	-.37	100.0%
42777 E RATE INCOME	37,500	40,000	16,058.35	16,058.35	23,941.65	40.1%
42800 MISCELLANEOUS INCOME	15,000	15,000	15,285.32	.00	-285.32	101.9%
43840 CENTRAL LIBRARY DEVELOPMENT	196,866	196,866	.00	.00	196,866.00	.0%
43841 CENTRAL BOOK AID	67,599	67,599	.00	.00	67,599.00	.0%
43842 LOCAL LIBRARY INCENTIVE	19,613	19,613	.00	.00	19,613.00	.0%
44401 FEDERAL AID - HEALTH	0	15,000	.00	.00	15,000.00	.0%
45031 TRANSFERS IN	748,747	647,742	145,918.00	.00	501,824.00	22.5%
<b>GRAND TOTAL</b>	<b>9,171,751</b>	<b>9,017,466</b>	<b>8,069,327.71</b>	<b>25,636.92</b>	<b>948,138.29</b>	<b>89.5%</b>

\*\* END OF REPORT - Generated by Barbara Lynch \*\*

# Poughkeepsie Public Library District

## BALANCE SHEET FOR 2020 7



FUND: A GENERAL FUND		NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>ASSETS</b>			
A	12010		
A	12020	-554.58	936.42
A	12023	-51.50	166,587.26
A	12040	-592,987.79	2,837,376.72
A	12051	543.28	998.97
A	12100	-68.03	5,508.05
A	12101	.00	3,370.03
A	13800	.00	502.00
A	13910	-274.69	1,069,749.10
	<b>TOTAL ASSETS</b>	<b>-593,393.31</b>	<b>4,085,028.55</b>
<b>LIABILITIES</b>			
A	26000	.00	-72.00
A	26020	68.50	-5,124.92
A	26021	323.39	3,474.36
A	26030	-28.50	-210.31
A	26100	.00	88.00
A	26300	.00	.40
A	26370	-50,568.31	-93,071.04
	<b>TOTAL LIABILITIES</b>	<b>-50,204.92</b>	<b>-94,915.51</b>
<b>FUND BALANCE</b>			
A	35100	-154,285.00	9,017,466.00
A	35210	-519,627.43	2,373,677.55
A	35220	669,235.15	4,597,827.92
A	38210	519,627.43	-2,373,677.55
A	38670	.00	-47,000.00
A	39090	-12,575.84	83,120.81
A	39110	.00	-249,022.25
A	39600	166,860.84	-9,100,585.81
A	39800	-25,636.92	-8,069,327.71
A	39910	.00	-122,592.00
A	39915	.00	-100,000.00
	<b>TOTAL FUND BALANCE</b>	<b>643,598.23</b>	<b>-3,990,113.04</b>
	<b>TOTAL LIABILITIES + FUND BALANCE</b>	<b>593,393.31</b>	<b>-4,085,028.55</b>

# Poughkeepsie Public Library District

## BALANCE SHEET FOR 2020 7



FUND: CM		MISC	SPEC	REVENUE	FUND	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>ASSETS</b>							
CM	12000			Special Revenue Funds		3,083.13	520,157.97
CM	12012			SchTobach Trust CD		.00	50,000.00
CM	12020			CM Payroll Checking		.00	275.08
CM	13910			Due From Other Funds		3,245.15	79,527.69
	<b>TOTAL ASSETS</b>					<b>6,328.28</b>	<b>649,960.74</b>
<b>LIABILITIES</b>							
CM	26300			Due To Other Funds		.00	-203,721.71
	<b>TOTAL LIABILITIES</b>					<b>.00</b>	<b>-203,721.71</b>
<b>FUND BALANCE</b>							
CM	35210			Encumbrances		.00	.39
CM	35220			Expenditures		.00	145,918.00
CM	38210			Reserve For Encumbrances		.00	.39
CM	39110			Fund Balance Unreserved		.00	-299,032.17
CM	39800			Revenues		-6,328.28	-293,124.86
	<b>TOTAL FUND BALANCE</b>					<b>-6,328.28</b>	<b>-446,239.03</b>
	<b>TOTAL LIABILITIES + FUND BALANCE</b>					<b>-6,328.28</b>	<b>-649,960.74</b>

# Poughkeepsie Public Library District

## BALANCE SHEET FOR 2020 7



FUND: H CAPITAL PROJECT FUND		NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>ASSETS</b>			
H	12010		
H	12044	.00	38.83
H	12200	.03	607.23
H	13502	.02	491.88
H	13910	.00	30.30
	TOTAL ASSETS	.05	38,385.79
			<b>39,524.03</b>
<b>LIABILITIES</b>			
H	26000	.00	-.40
H	26300	.00	-58,098.21
	TOTAL LIABILITIES	.00	-58,098.61
<b>FUND BALANCE</b>			
H	35100	.00	252,715.39
H	35220	.00	134,777.00
H	39110	.00	-116,094.89
H	39600	.00	-252,715.39
H	39800	.00	-107.53
	TOTAL FUND BALANCE	-.05	18,574.58
	TOTAL LIABILITIES + FUND BALANCE	-.05	-39,524.03



# Poughkeepsie Public Library District

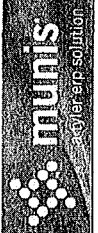
## BALANCE SHEET FOR 2020 7



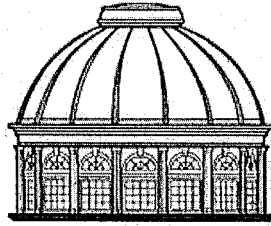
FUND: PN PERMANENT FUND		NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>ASSETS</b>			
PN	12011		2,771.48
PN	12012	.00	50,000.00
PN	12013	.00	1,003.52
PN	12014	3,245.15	384,731.19
PN	12015	.00	10,964.91
PN	12201	.00	37,047.81
PN	13910	.00	10,043.00
	<b>TOTAL ASSETS</b>	<b>3,245.15</b>	<b>496,561.91</b>
<b>LIABILITIES</b>			
PN	26300	-3,245.15	-17,744.06
	<b>TOTAL LIABILITIES</b>	<b>-3,245.15</b>	<b>-17,744.06</b>
<b>FUND BALANCE</b>			
PN	39110	.00	-478,817.85
	<b>TOTAL FUND BALANCE</b>	<b>.00</b>	<b>-478,817.85</b>
	<b>TOTAL LIABILITIES + FUND BALANCE</b>	<b>-3,245.15</b>	<b>-496,561.91</b>

# Poughkeepsie Public Library District

## BALANCE SHEET FOR 2020 7



FUND: V DEBT SERVICE FUND		NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>ASSETS</b>			
V	12230	234.65	1,244,778.28
V	13910	.00	13,726.00
	<b>TOTAL ASSETS</b>	<b>234.65</b>	<b>1,258,504.28</b>
<b>LIABILITIES</b>			
V	26300	.00	-931,867.36
	<b>TOTAL LIABILITIES</b>	<b>.00</b>	<b>-931,867.36</b>
<b>FUND BALANCE</b>			
V	39090	.00	-19,281.00
V	39110	.00	-305,848.88
V	39800	-234.65	-1,507.04
	<b>TOTAL FUND BALANCE</b>	<b>-234.65</b>	<b>-326,636.92</b>
	<b>TOTAL LIABILITIES + FUND BALANCE</b>	<b>-234.65</b>	<b>-1,258,504.28</b>

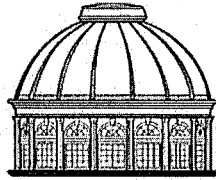


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POUGHKEEPSIE PUBLIC LIBRARY DISTRICT

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**Administrative Reports & Statistics**




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## POUGHKEEPSIE PUBLIC LIBRARY DISTRICT

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### LIBRARY DIRECTOR REPORT – AUGUST 2020

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#### Significant Challenges or Accomplishments

- In mid-July, the Library District faced its first COVID-positive situation with a staff member reporting a positive test result. The ensuing flurry of staff testing, DOH quarantine orders, and extensive conversations with the County's epidemiologists was very enlightening. While the initial staff member did have a positive test result, she had an immediate follow-up test that was negative (and an inconclusive test prior to the positive one). What we learned is that for the most part, the organization is prepared for a possible departmental shutdown in the event of another exposure incident and that early on making the decision that we would comply with directives from specific agencies made all of the necessary decisions easier.
- Staffing of the checkout desks has been a serious challenge due to staff being quarantined due to travel, staff leaving to return to school, and staff opting for extended leaves due to COVID and family concerns. We also have two full-time vacancies at Boardman Road (one to a sudden retirement, the other due to an extended sick leave). We have poached staff from neighboring libraries on a temporary basis but that has only put a dent in the situation. We will soon start to recruit part-time Library Clerks to help fill the gaps but training is a time-consuming but critical process of bringing new staff onboard who are unfamiliar with online checkout system.
- Staff continue to do great work despite all of the challenges. They are making all of what we do happen.

#### Service and Program Highlights

- See attached statistics. Staff continue to conduct some programs on virtual platforms as well as in-person.

#### Outreach and Professional Development

- Staff continue to seek out and participate in virtual professional development. All in-person library conferences have been cancelled for the year.

#### Collection Development

- Staff continue to evaluate purchasing of materials and the resulting usage.
- Digital and streaming offerings continue to be beefed up in response to the pandemic. Use of the physical collections has returned to near-normal levels for adult materials but use of materials from Youth Services areas is still lower than normal.

#### Buildings

- Boardman Road
  - We continue working with Chazen Companies to develop the bid specs for the waste line improvement project at the branch library.
- Adriance
  - An action item related to the dome and interior Rotunda work will be presented to the Board for approval at the meeting on August 26.

#### Staffing

- See Personnel Actions, if applicable.

**POUGHKEEPSIE PUBLIC LIBRARY DISTRICT**  
**Comparative Circulation Statistics: 2020 to 2019**

	Current Year: 2020			Previous Year: 2019			YTD			
	Jul	Percent	YTD	Percent	Jul	Percent	YTD	Percent	Change	Percent
Adult Fiction	5,893	27.68%	26,797	22.40%	7,659	20.87%	38,464	19.81%	-11,667	-30.33%
Adult Non-Fiction	3,341	15.69%	19,775	16.53%	5,371	14.64%	29,414	15.15%	-9,639	-32.77%
Fiction - Juvenile	5,303	24.91%	24,137	20.18%	7,865	21.44%	34,320	17.68%	-10,183	-29.67%
Non-Fiction - Juvenile	1,179	5.54%	6,811	5.69%	1,980	5.40%	10,170	5.24%	-3,359	-33.03%
Periodicals	256	1.20%	1,052	0.88%	308	0.84%	1,661	0.86%	-609	-36.66%
Periodicals - Juvenile	58	0.27%	143	0.12%	74	0.20%	197	0.10%	-54	-27.41%
<b>Print Subtotal</b>	<b>16,030</b>	<b>75.29%</b>	<b>78,715</b>	<b>65.80%</b>	<b>23,257</b>	<b>63.38%</b>	<b>114,226</b>	<b>58.83%</b>	<b>-35,511</b>	<b>-31.09%</b>
Microforms	0	0.00%	0	0.00%	0	0.00%	1	0.00%	-1	0.00%
ILL	3	0.01%	38	0.03%	7	0.02%	109	0.06%	-71	-65.14%
Soundrecordings	731	3.43%	4,896	4.09%	1,686	4.60%	9,120	4.70%	-4,224	-46.32%
Videorecordings	3,555	16.70%	28,941	24.19%	8,744	23.83%	48,917	25.19%	-19,976	-40.84%
Media	0	0.00%	5	0.00%	2	0.01%	18	0.01%	-13	-72.22%
Software	8	0.04%	47	0.04%	16	0.04%	197	0.10%	-150	-76.14%
Equipment/Realia	10	0.05%	163	0.14%	14	0.04%	205	0.11%	-42	-20.49%
Suppressed Items	25	0.12%	126	0.11%	37	0.10%	151	0.08%	-25	-16.56%
Videorecordings - Juvenile	507	2.38%	4,190	3.50%	2,031	5.54%	8,405	4.33%	-4,215	-50.15%
Audiorecordings - Juvenile	113	0.53%	569	0.48%	212	0.58%	942	0.49%	-373	-39.60%
Media - Juvenile	38	0.18%	558	0.47%	193	0.53%	836	0.43%	-278	-33.25%
Software - Juvenile	8	0.04%	55	0.05%	16	0.04%	119	0.06%	-64	-53.78%
<b>Non-Print Subtotal</b>	<b>4,998</b>	<b>23.47%</b>	<b>39,588</b>	<b>33.09%</b>	<b>12,958</b>	<b>35.32%</b>	<b>69,020</b>	<b>35.55%</b>	<b>-29,432</b>	<b>-42.64%</b>
<b>Online Renewals</b>	<b>264</b>	<b>1.24%</b>	<b>1,320</b>	<b>1.10%</b>	<b>477</b>	<b>1.30%</b>	<b>10,910</b>	<b>5.62%</b>	<b>-9,590</b>	<b>-87.90%</b>
<b>Total</b>	<b>21,292</b>		<b>119,623</b>		<b>36,692</b>		<b>194,156</b>		<b>-74,533</b>	<b>-38.39%</b>

**NOTE:** In May 2019, the Mid-Hudson Library System and its member libraries adopted an auto-renewal feature which automatically renews any items three days before their due date, unless there is a patron hold request for the item. This has had an inflationary impact on circulation statistics, when compared to previous

**POUGHKEEPSIE PUBLIC LIBRARY DISTRICT**  
**Library District Use Statistics - 2020**

<b>COLLECTION USE</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>YTD</b>
Physical Items	30,544	29,667	24,100	275	1,300	11,389	21,028						118,303
Physical Items - Online Renewals	334	345	266	13	17	81	264						1,320
Digital Content	8,527	7,843	9,796	12,394	11,839	12,394	9,244						72,037
PopUpLibrary	10	5	3	0	0	0	0						
<b>Total</b>	<b>39,415</b>	<b>37,860</b>	<b>34,165</b>	<b>12,682</b>	<b>13,156</b>	<b>23,864</b>	<b>30,536</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>191,678</b>
<b>PATRON HOLDS PROCESSED</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>YTD</b>
Adriance	4,338	3,699	1,883	0	57	1,975	4,524						16,476
Boardman Road	2,968	2,748	1,345	50	NA	943	2,166						10,220
<b>Total</b>	<b>7,306</b>	<b>6,447</b>	<b>3,228</b>	<b>50</b>	<b>57</b>	<b>2,918</b>	<b>6,690</b>						<b>26,696</b>
<b>REFERENCE QUERIES</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>YTD</b>
Adriance	1,302	1,110	1,883	134	165	493	716						5,803
Boardman Road	154	2,748	1,345	4	0	15	69						4,335
Spanish Language Assistance	NA	NA	NA	32	85	35	59						211
<b>Total</b>	<b>1,456</b>	<b>3,858</b>	<b>3,228</b>	<b>170</b>	<b>250</b>	<b>543</b>	<b>844</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,349</b>
<b>ONLINE RESOURCES</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>YTD</b>
Database Usage	11,021	18,384	8,828	24,435	15,822	18,212	14,184						110,886
Calendar Hits - EventKeeper	3,623	NA	5,386	669	1,025	3,020	3,497						17,220
Calendar Hits - Burbio	29,427	NA	NA	NA	NA	NA	NA						29,427
Calendar Hits - Recite Me	418	803	501	509	519	313	437						3,500
Website Hits	35,091	33,462	28,601	16,846	18,696	26,541	29,610						188,847
<b>Total</b>	<b>79,580</b>	<b>52,649</b>	<b>43,316</b>	<b>42,459</b>	<b>36,062</b>	<b>48,086</b>	<b>47,728</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>349,880</b>
<b>PUBLIC COMPUTER AND WIFI USE</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>YTD</b>
Adriance	7,773	7,612	3,861	189	321	1,380	2,548						23,684
Boardman Road	2,273	2,327	1,191	43	98	458	880						7,270
<b>Total</b>	<b>10,046</b>	<b>9,939</b>	<b>5,052</b>	<b>232</b>	<b>419</b>	<b>1,838</b>	<b>3,428</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30,954</b>
<b>PUBLIC FAX USE</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>YTD</b>
Adriance	55	50	44	0	0	20	51						220
Boardman Road	14	13	4	0	0	4	11						46
<b>Total</b>	<b>69</b>	<b>63</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>62</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>266</b>
<b>NOTARY SERVICES</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>YTD</b>
Adriance	50	48	26	3	7	31	35						200
<b>PROGRAM SESSIONS</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>YTD</b>
Library District	189	199	90	85	89	69	184						905
Community Engagement	2	0	0	0	0	0	1						3
Non-Library District	69	67	30	0	0	1	9						176
Exams Proctored	18	10	6	0	0	2	12						48
MAP Passes	19	31	21	0	1	4	24						100
<b>Total</b>	<b>297</b>	<b>307</b>	<b>147</b>	<b>85</b>	<b>90</b>	<b>76</b>	<b>230</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,232</b>
<b>PROGRAM ATTENDANCE</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>YTD</b>
Library District*	2,361	2,984	891	24,400	13,910	8,851	1,111						54,508
Community Engagement	136	0	0	0	0	0	11						147
Non-Library District	585	918	310	0	0	8	108						1,929
Drop-In Room Use	154	163	69	0	0	0	0						386
<b>Total</b>	<b>3,236</b>	<b>4,065</b>	<b>1,270</b>	<b>24,400</b>	<b>13,910</b>	<b>8,859</b>	<b>1,230</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>56,970</b>
<b>GENERAL ATTENDANCE (CY)</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>YTD</b>
Adriance	18,212	16,693	9,284	0	0	5,908	9,261						59,358
Boardman Road	11,538	10,952	5,901	0	0	5,387	5,700						39,478
<b>Total - 2020</b>	<b>29,750</b>	<b>27,645</b>	<b>15,185</b>	<b>0</b>	<b>0</b>	<b>11,295</b>	<b>14,961</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>98,835</b>
<b>GENERAL ATTENDANCE (PY)</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>YTD</b>
Adriance	16,454	16,481	19,365	18,388	17,584	17,435	22,404	18,492	15,750	18,580	15,187	13,050	209,167
Boardman Road	11,220	8,830	12,550	11,210	10,929	10,304	12,738	11,135	10,211	11,569	9,663	8,122	128,477
<b>Total - 2019</b>	<b>27,673</b>	<b>25,311</b>	<b>31,915</b>	<b>29,597</b>	<b>28,512</b>	<b>27,738</b>	<b>35,142</b>	<b>29,627</b>	<b>25,961</b>	<b>30,148</b>	<b>24,849</b>	<b>21,172</b>	<b>337,644</b>

\* public programs in April and May delivered via Zoom and YouTube; mix of in-person and virtual programs in June and thereafter

**POUGHKEEPSIE PUBLIC LIBRARY DISTRICT**  
**Summary of Volunteer Activity 2020**

Month	Number of Volunteers				Number of Hours			
	Youth	Adult	Community Service	Total	Youth	Adult	Community Service	Total
January	12	14	0	26	108.00	102.00	0.00	210.00
February	12	15	0	27	101.00	110.00	0.00	211.00
March	3	4	0	7	26.00	30.00	0.00	56.00
April	0	0	0	0	0.00	0.00	0.00	0.00
May	0	0	0	0	0.00	0.00	0.00	0.00
June	0	0	0	0	0.00	0.00	0.00	0.00
July	0	0	0	0	0.00	0.00	0.00	0.00
August								
September								
October								
November								
December								
				<b>TOTAL</b>	<b>235.00</b>	<b>242.00</b>	<b>0.00</b>	<b>477.00</b>

**New Business Fact Sheet**  
Approval of Policies: Code of Conduct

**Recommended By** Board Development & Policy Committee

**Background Information** The Library District's response to the COVID-19 pandemic has resulted in the need to update two policies and develop another one.  
  
The Code of Conduct has been modified again to allow for the removal of patrons exhibiting symptoms consistent with COVID-19.

**Actions Requested** **MOVED** that the Board of Trustees of the Poughkeepsie Public Library District approve revision to PPLD Policy #1101 – Code of Conduct, attached hereto (PPLD Document #082620 – 5A).

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<b>Motion</b>	Moved	_____
	Seconded	_____
<b>Result of Action</b>	In Favor	_____
	Against	_____
	Abstaining	_____



### **Code of Conduct**

Welcome to the Poughkeepsie Public Library District. We are proud to partner with our patrons to provide a safe and positive environment for all. In order to provide an appropriate library environment and to insure constructive use of Library District facilities, materials, and services as well as the safety and personal comfort of all our library patrons and staff, the following Code of Conduct will be in effect at all times. Anyone who violates the Code of Conduct may be removed from the library properties and/or prosecuted to the fullest extent of the law.

The Library District has the right to amend the Code of Conduct at any time.

#### **1. This is your public library**

Appropriate behavior is required at all times, and patrons shall be engaged in activities associated with the use of a public library. Reasonable quiet is expected, especially in designated study areas. No patron may disturb others using the library.

Misconduct such as the use of foul, offensive or threatening language and gestures; harassment; public drunkenness; use, sale or exchange of alcohol or drugs; gambling; loud talking and laughing; running, pushing, and fighting; and other similar offensive behavior are not allowed on Library District property. The Library District has the right to prohibit groups from congregating in the building or on the grounds. In addition, sleeping, staring, stalking, soliciting, loitering, littering, weapons, and damaging property are prohibited.

Using cellular phones, pagers, or other electronic devices in a manner that disturbs others is prohibited.

The use of benches and other areas outside the Library is intended for short periods of time (such as waiting for a ride or meeting someone) and is limited to less than 30 (thirty) minutes.

Adults may use the children's areas when they accompany children or when using the resources only available in that location.

The Library District uses CCTV (closed-circuit TV) to monitor indoor and outdoor areas.

#### **2. Children and the Library District**

The Library District cannot assume responsibility for the care and supervision of children. Parents and caregivers of children 9 years old and younger are to remain in the library at all times, including when a child is in a library program. Parents and caregivers are expected to supervise the behavior of their children. In accordance with school attendance laws, and in support of education, children under the age of 16 are not permitted on Library District property during school hours, unless accompanied by a parent, teacher, or legal guardian.

#### **3. Teen Room**

Use of the Teen Room requires the submission of a *Teen Room and Computer Use Agreement*, latest revised edition. These are available from the staff in the Teen Room and in the Children's Room.

#### **4. Animals in the Library**

Pets are not permitted in the library except for properly identified service animals or for programming purposes.

**5. Dress, Personal Hygiene, and Public Health Emergencies**

Patrons shall be fully clothed, including footwear.

Patrons whose bodily hygiene is offensive such that it disturbs others shall be required to leave the building.

Patrons shall comply with all rules and regulations established by New York State, Dutchess County, the City and/or Town of Poughkeepsie, and the Library District during periods of public health emergencies or a declared pandemic or epidemic. These rules will be prominently displayed at all library entrances. **Patrons unable to medically tolerate wearing a mask should notify Library District administration.**

**Any patron exhibiting symptoms of COVID-19, as listed by the CDC, can be asked to leave the premises.**

**6. Parking**

The parking areas are solely for the use of patrons and staff while they are in the library. Vehicles must park in legal, designated spaces. Violators are subject to. Unauthorized overnight parking is not permitted and is also subject to booting.

**7. Smoking, Food, and Beverages**

In accordance with New York State and local law, the library is a smoke-free establishment and there shall be no smoking, vaping, or juuling on Library District property.

The consumption of food and alcoholic beverages on Library District property is prohibited, unless related to an approved Library District program. Non-alcoholic beverages in covered containers may be consumed. However, all beverages must be clearly visible and identifiable at all times.

**8. Pedestrian Safety**

For the safety of all patrons and staff, no one may run, skate, or use a skateboard or scooter on Library District property. No one may ride bicycles on the stairs or walkways around the buildings. Bicycles may not be stored inside Library District facilities; racks are provided for storage of bicycles.

**9. Library Materials and Equipment**

Library materials must be returned on time and in good condition; overdue materials deprive others in need of those materials. Patron accounts over \$25 may be referred to a collection agency.

Use of Library District computers requires a valid Mid-Hudson Library System library card, where the user's name and the name of the library card registration are the same. Access is provided to guests from outside the MHLS service area; inquire at a Service Desk for more information.

A library patron who deliberately alters a library computer database or destroys computer equipment will forfeit all library privileges, will be subject to financial liability for damages, and may be subject to criminal penalties.

A library patron who vandalizes, steals, defaces, or destroys any library material, equipment or building components will forfeit all library privileges, will be subject to financial liability for damages, and may be subject to criminal penalties.

All briefcases, oversized handbags, carryalls, luggage, packages, overcoats, and shopping bags are subject to inspection by library staff or security guards. The storage of personal items in the library or on library grounds is prohibited and personal belongings should not be left unattended.

**10. Proper Identification**

Library staff or security guards may request a patron to provide proper identification. Failure to provide such identification may lead to removal from the library.

Patron concerns about issues raised in this policy should be brought to the attention of the Library District Administration. Thank you for your support as we provide high quality public library experiences for everyone.

**New Business Fact Sheet**  
Central Library Development Aid (CLDA) 2020 Application

**Recommended By** Library Director

**Current Situation** At the April meeting of the Board, the 2020 Central Library Development Aid and Central Book Aid budget was approved. In May, the Mid-Hudson Library System board approved the budget, as well. Since then, the Division of Library Development has announced that the funding for the program would be cut 22.6%. The attached revised budget reflects that change. The Library District's Board of Trustees needs to approve the new budget, as does the MHLS board.

The modifications are highlighted in yellow.

**Action Requested** **MOVED** that the Board of Trustees of the Poughkeepsie Public Library District authorizes the modification of the 2020 CLDA application (detailed in PPLD Document #082620 – 6A) to the Mid-Hudson Library System for further action and, ultimately, submission to the New York State Library Division of Library Development.

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**Motion** Moved \_\_\_\_\_  
Seconded \_\_\_\_\_

**Result of Action** In Favor \_\_\_\_\_  
Against \_\_\_\_\_  
Abstaining \_\_\_\_\_

**CENTRAL LIBRARY DEVELOPMENT and CENTRAL BOOK AID: 2020 - 2021 Budgets (revised)**  
**Mid-Hudson Library System - Poughkeepsie Public Library District**

Funded Cost Area	2020 Approved			2020 Proposed Revision			2021 Tentative		
	CLDA	CBA	Total	CLDA	CBA	Total	CLDA	CBA	Total
<b>A. 190 Personnel Costs - Subtotal</b>	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
L7410.141 Certified Librarians	2,500	-	2,500	2,500	-	2,500	2,500	-	2,500
CE workshops/meetings	2,500	-	2,500	2,500	-	2,500	2,500	-	2,500
Coll Dev Overdrive and NextReads	-	-	-	-	-	-	-	-	-
Coll Assmnt Reports on holdings/use	-	-	-	-	-	-	-	-	-
Tuesday's Tips weekly updates	-	-	-	-	-	-	-	-	-
L9199.0 Employee Benefits	-	-	-	-	-	-	-	-	-
<b>B. L7410.42 Library Materials and Binding - Total</b>	\$ 49,032	\$ 54,795	\$103,827	\$ 26,494	\$ 43,921	\$ 70,415	\$ 18,260	\$ 42,090	\$ 60,350
L7410.410 Books - Circulating Print Non-Fiction	-	35,436	35,436	-	16,293	16,293	-	16,293	16,293
L7410.410 Books - Digital (OverDrive platform + content)	37,880	16,836	54,716	15,342	25,105	40,447	7,108	23,274	30,382
L7410.413 Serials - Digital (RBDigital platform + content)	11,152	2,523	13,675	11,152	2,523	13,675	11,152	2,523	13,675
<b>C. .069 Information and Network Services - Subtotal</b>	\$ 53,719	\$ 9,424	\$ 63,143	\$ 41,608	\$ 8,427	\$ 50,035	\$ 44,152	\$ 10,258	\$ 54,410
Library Materials - Digital Content	-	-	-	-	-	-	-	-	-
OverDrive (Content + Platform)	-	-	-	-	-	-	-	-	-
RBDigital (Content + Platform)	-	-	-	-	-	-	-	-	-
Library Materials - Commercial Databases	16,711	9,424	26,135	4,600	8,427	13,027	7,144	10,258	17,402
JobNow	4,600	-	4,600	4,600	-	4,600	4,600	-	4,600
Mango	1,231	9,424	10,655	-	8,427	8,427	-	9,424	9,424
Universal Class	7,003	-	7,003	-	-	-	2,544	834	3,378
Contingency	3,877	-	3,877	-	-	-	-	-	-
Sierra/Encore Enhancements	37,008	-	37,008	37,008	-	37,008	37,008	-	37,008
SkyRiver Records	2,500	-	2,500	2,500	-	2,500	2,500	-	2,500
Syndetics Unbound	9,690	-	9,690	9,690	-	9,690	9,690	-	9,690
Encore Discovery/Success	24,818	-	24,818	24,818	-	24,818	24,818	-	24,818
<b>F. 906 Miscellaneous Expenses - Subtotal</b>	\$ 79,272	\$ -	\$ 79,272	\$ 79,272	\$ -	\$ 79,272	\$ 84,962	\$ -	\$ 84,962
L7410.430 Office and Library Supplies	1,661	-	1,661	1,661	-	1,661	1,661	-	1,661
L7410.431 Telephone	1,500	-	1,500	1,500	-	1,500	1,500	-	1,500
L7410.435 Travel	945	-	945	945	-	945	945	-	945
L7410.440 Delivery Support	75,166	-	75,166	75,166	-	75,166	80,856	-	80,856
<b>Totals</b>	\$187,023	\$ 64,219	\$251,242	\$152,374	\$ 52,348	\$204,722	\$152,374	\$ 52,348	\$204,722
<b>Original projections</b>	\$196,866	\$ 67,633	\$264,499	\$196,866	\$ 67,633	\$264,499	\$196,866	\$ 67,633	\$264,499
<b>Reduction</b>	\$ 9,843	\$ 3,414	\$ 13,257	\$ (44,492)	\$ (15,285)	\$ (59,777)	\$ (44,492)	\$ (15,285)	\$ (59,777)
2020 reduction is 22.6% and is expected to be sustained in 2021.									
2021 reduction is 22.6% and is expected to be sustained in 2021.									

\*CLP link refers to the Central Library Plan: (2017 - 2021)  
E1 - Digital Collection Development  
E2 - Public Service Staff Training and Education  
E3 - Collection Management and Use Analysis  
E4 - Reference Services  
E5 - Delivery and Interlibrary Loan  
E6 - Supplemental Adult Non-Fiction Collections

Dianne Blazek, President

**New Business Fact Sheet**

Authorization to Sign Agreement: Adriance Memorial Library Rotunda Project

**Recommended By** Administration

**Current Situation** The Library District has been working with Meyer Contracting Corporation on evaluating options for addressing the leaks and subsequent plaster damage in the dome and in the Rotunda at Adriance Memorial Library. While we had initially planned a formal bid process, which is required by the Library District's procurement policy, the nature of the work is particularly specialized since we are looking to replace and restore the condition of both the interior and exterior portions of the project to their original status. After consulting with Counsel on the matter (they did a review of the Library District's procurement policy), we recommend that the Board of Trustees authorize the work described in attached PPLD Documents #082620 – 7B and 7C.

Meyer Contracting has submitted a letter (PPLD Document #082620 – 7A) detailing their efforts to secure bid information for the project.

The final document (PPLD Document #082620 – 7D) is the original contract between MCC and the Library District, from which all of this additional work springs.

**Action Requested** **MOVED** that the Board of Trustees of the Poughkeepsie Public Library District authorizes Barbara Lynch, Business manager, to sign the agreement with Meyer Contracting Corporation as described in PPLD Documents #082620 – 7B and 7C.

-----  
**Motion** Moved \_\_\_\_\_  
Seconded \_\_\_\_\_

**Result of Action** In Favor \_\_\_\_\_  
Against \_\_\_\_\_  
Abstaining \_\_\_\_\_



August 19, 2020

Mr. Tony Formby  
Adriance Memorial Library  
93 Market Street  
Poughkeepsie, NY 12601

RE: 20-566 Adriance Library Rotunda Repair

Dear Mr. Formby,

As you know, in December of 2019 Meyer Contracting was contacted by Adriance Library regarding visible damage to the plaster on the inner face on the entrance rotunda. It was explained that pieces of the deteriorated plaster had fallen and could potentially injure library patrons and staff. After our initial discussion, we arranged a meeting on site to examine and potentially diagnose the issue. After said meeting, MCC staff discussed potential causes and consulted with a local architect and several subcontractors. It was agreed that the likely cause of the damage was water infiltration from the existing copper roof. In the meantime, while a contract structure and plan of action was being discussed, the underside of the rotunda area was roped off to prevent any staff or patrons from walking underneath the damaged plaster.

Per your request, on March 7<sup>th</sup> 2020 MCC provided a proposal to provide and install scaffolding on a monthly rental basis, remove the existing deteriorated plaster and provide architectural services to confirm the origin of the water infiltration, providing a narrative describing the issue as well as a corrective course of action and architectural drawings. It was agreed that once the water issue was diagnosed after the plaster removal, MCC would provide a proposal to complete the balance of the work to make the rotunda area water-tight and to repair the removed / deteriorated plaster.

On March 31<sup>st</sup> MCC received notification that the proposal was accepted. Due to the onset of COVID-19 lockdown restrictions, no work could begin until May 18<sup>th</sup>. MCC mobilized to the jobsite on May 18<sup>th</sup>, assembled the scaffolding and removed the damaged plaster in one week. The following week of May 25<sup>th</sup>, Rich Tompkins of Mauri Architects visited the jobsite and determined that the likely cause of the water infiltration

was the settling of the structure around the circumference of the rotunda, which caused the curb adjacent to the base of the rotunda to be at a lower elevation than at the edge of the curb, causing water to pool around the base. After field measuring and investigating the construction of the structure, Mauri Architects provided a drawing and narrative describing the roof work to remedy the water issues.

Per our agreement, MCC sent bid packages to several reputable roofing contractors specializing in copper roofing including Hayden Roofing, J&A Roofing, Slate & Copper Services and A&T Ventures. All declined to bid due to the intricate nature of the work, timeframe to complete and other work on hand. MCC was able to convince one of our best roofing contractors, Titan Roofing, to provide a fair and reasonable proposal. MCC also solicited several contractors to provide proposals for the plaster repair work. After reviewing proposals and previous work completed by the only two potential subcontractors in the area, it was determined that the only contractor with the skill and ability to complete this work in the manner required is Frank J. Mangione, Inc. FJM has done historic plaster restoration work from Manhattan to Albany over the course of the last thirty-five years on projects including the Empire State Building, the John Hancock Historical Museum and several theaters and opera houses in the Hudson valley. Their reputation for providing high quality and cost-effective work precedes them. Unfortunately, this also puts FJM in extremely high demand. Despite showing interest in this project, it is likely the FJM will become unavailable if they cannot be given a contract in the next few weeks.

Given the intricate and specialized nature of this project, it is imperative that approval be granted for MCC's roofing and plaster repair proposals as soon as possible. Both the roofing and plaster contractors are in high demand and there is potential that they can secure other work if we cannot tie them to contracts. Once approval is received, the roofing contractor will still have to provide submittals to be reviewed and approved by Mauri Architects. The lead time for the roofing material is 4-6 weeks. That would push the roofing installation into early November. If work cannot begin sooner, there is potential for added cost due to winter conditions. The plaster contractor also needs to access the site very soon to be able to take rubber molds of the interior plaster trim so the replacement pieces can be cast at his shop and made ready to be installed after the roof is water tight.

MCC has agreed to manage this project for our management cost plus 15% markup on all costs on an open book basis. From a trusted and proved contractor who has performed numerous historic restoration projects throughout the area, including Adriance Library.

MCC respectfully recommends that the roofing and plaster repair proposals provided be approved prior to the end of August. If this work were to be put out to public bid, a full set of specifications and drawings will have to be prepared by a team of design professionals which will add months, if not a year, to the project schedule. It would be in the owner's best interest to award the balance of the rotunda repair to Meyer Contracting on the cost-plus basis outline in our contract. Any further delay will result in added cost to the owner as well as further delay in completion.



Please contact the undersigned with any questions or concerns.

Professionally,  
**MEYER CONTRACTING CORPORATION**

A handwritten signature in black ink, appearing to read "Kyle Cuomo". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kyle Cuomo  
Project Manager

CC: file;

Meyer Contracting Corp.  
12 Charles Street  
Pleasant Valley, NY 12569  
Ph : 845-635-1416



PCO

To: Tony Formby  
Adriance Public Library  
93 Market Street  
Poughkeepsie, NY 12601

Number: 2  
Date: 7/22/20  
Job: 20-0566 Adriance Public Library T&M  
Phone:

Description: Roofing & Window Replacement

We are pleased to submit the following Proposed Change Order:

Labor, material and equipment to remove and replace existing windows, build 2x PT curb at bottom of each window & install copper roofing including tapered insulation and flashing. MCC supervision to be billed on T & M basis as per contract.

Deduct \$24,650.00 if EPDM rubber roofing can be used in lieu of copper.

The total amount to provide this work is ..... \$126,250.00

MCC will require access to the front sidewalk / lawn in order to move material & roofing on and off of the roof.

If you have any questions, please contact me at (845) 635-1416.

This proposal is subject to revision within 30 days or time indicated herein above. Meyer Contracting Corporation reserves its rights to make a claim for all direct and indirect costs associated with these and other delays caused by changes to this project.

Submitted by: Kyle Cuomo

Enc. Project Manager

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_

Adriance Library	Contractor: Meyer Contracting	PCO #2
Roofing & Window Replacement	Architect:	
		Time Extension: 0 Days

Description	Qty	Unit	MATERIALS				LABOR				EQUIPMENT						
			Rate	Total	Type	Qty	Unit	Rate	Total	Type	Qty	Unit	Rate	Total			
Remove existing windows, install blocking &	1	Lump	\$12,500.00	\$12,500.00	2	Laborers	24	HR	\$105.00	\$5,040.00							\$0.00
Install new windows			\$0.00	\$0.00	2	Carpenters	32	HR	\$110.00	\$7,040.00							\$0.00
Field Measure			\$0.00	\$0.00	1	Carpenters	4	HR	\$110.00	\$440.00							\$0.00
Operator w/ Lull Rental			\$0.00	\$0.00	1	Operator	24	HR	\$123.00	\$2,952.00	1	Lull	5	Day	\$280.00		\$1,400.00
Deliveries			\$0.00	\$0.00	1	Driver	4	HR	\$85.00	\$340.00							\$0.00
Dumpster	20	Yrds	\$28.00	\$560.00						\$0.00							\$0.00
Lawn Restoration			\$0.00	\$0.00	2	Laborers	4	HR	\$105.00	\$840.00							\$0.00
			\$0.00	\$0.00						\$0.00							\$0.00
			\$0.00	\$0.00						\$0.00							\$0.00
			\$0.00	\$0.00						\$0.00							\$0.00
			\$0.00	\$0.00						\$0.00							\$0.00
			\$0.00	\$0.00						\$0.00							\$0.00
<b>TOTAL COSTS</b>				\$13,110.00						\$16,652.00							\$1,400.00

Subcontractors	Subtotal	OH 10%	Profit 5%	INS 2%	TOTAL
Install copper sheet roofing including tapered rigid insulation, flashings and counterflashings	\$76,000.00				\$107,162.00
					\$10,716.20
					\$117,878.20
					\$5,893.91
					\$123,772.11
					\$123,772.11
					\$2,475.44
Subc. Total	\$76,000.00				\$126,247.55

Labor	Rate	Equipment	Rate
Project Manager	\$105.00	Excavator w/operator	\$235.50
Estimating	\$95.00	Excavator & Hammer w/ope	\$269.50
Site Project Manager	\$95.00	Rubber Tire w/operator	\$229.50
Superintendent	\$90.00	Skidsteer w/operator	\$219.50
Carpenter	\$102.00	Mini-excavator w/operator	\$219.50
Carpenter Foreman	\$104.00	Small Dozer w/operator	\$239.50
Operator	\$123.00	Mid-size Dozer w/operator	\$269.50
Site Laborer	\$98.00	Tri-axle Dump Truck w/driver	\$184.50
Bldg. Laborer	\$99.00	Dump Trailer w/driver	\$224.50
Laborer Foreman	\$102.00		



# TITAN ROOFING, INC.

200 Tapley Street, Springfield, MA 01104-2827

Main office phone (413) 536-1624  
Main office fax (413) 533-2560  
Estimating fax (413) 533-1186

MINORITY BUSINESS ENTERPRISE  
Commonwealth of Massachusetts  
State of New York  
Affirmative Action  
Equal Opportunity Employer

July 22, 2020

Meyer Contracting  
12 Charles Street  
Poughkeepsie, NY 12569  
RE: Adniance Library (flat roof at dome) Poughkeepsie  
Attn: Kyle Cuomo

The scope of work is as follows:

- Install tapered roof insulation with 1/2" CDX plywood mechanically fastened over the existing copper roof.
- Install new High Temperature ice and water over the plywood surface.
- Install new 16 oz copper flat seam copper roof at flat roof areas.
- Install new 16 oz copper fascia at the roof edge.
- Flash window wall with copper.
- Two (2) Year Titan roofing workmanship warranty.
- Our price excludes NYS sales tax.

Price: \$76,000.00

Exclusions:

- Building permits, Landscaping work, Sales Tax, Bonds, Night or Weekend work, Asbestos Work, Hoisting of materials.

Thank you for this opportunity to bid. If you have any questions, please call me at (518) 235-1707. Our price is valid for 10 days.

Very Truly Yours,

TITAN ROOFING INC.

Robert Farrell

165 Harding Street  
Worcester, MA 01604  
Phone 508-755-0487  
Fax 508-756-8609

115 Old Colony Avenue  
Quincy, MA 02170  
Phone 617-773-7660  
Fax 617-773-7727

32 Railroad Avenue  
Albany, NY 12205  
Phone 518-235-1707  
Fax 518-235-1753

7756 State Route 5, Rear Building  
Clinton, NY 13323  
Phone 315-381-3089  
Fax 315-381-3327

110 Whitney Avenue  
New Haven, CT 06510  
Phone 203-776-7663  
Fax 203-776-7667



# TITAN ROOFING, INC.

200 Tapley Street, Springfield, MA 01104-2827

Main office phone (413) 536-1624  
Main office fax (413) 533-2560  
Estimating fax (413) 533-1186

MINORITY BUSINESS ENTERPRISE  
Commonwealth of Massachusetts  
State of New York  
Affirmative Action  
Equal Opportunity Employer

July 22, 2020

Meyer Contracting  
12 Charles Street  
Poughkeepsie, NY 12569  
RE: Adrance Library (flat roof at dome) Poughkeepsie  
Attn: Kyle Cuomo

The scope of work is as follows:

- Install tapered roof insulation mechanically fastened over the existing copper roof.
- Install new 60 mil Black EPDM adhered roof system on the flat roof area.
- Install new 16 oz copper fascia at the EPDM roof.
- Flash EPDM membrane and window wall.
- Two (2) Year Titan roofing workmanship warranty.
- Our price excludes NYS sales tax.

Price: \$53,000.00

Exclusions:

- Building permits, Landscaping work, Sales Tax, Bonds, Night or Weekend work, Asbestos Work, hoisting materials.

Thank you for this opportunity to bid. If you have any questions, please call me at (518) 235-1707. Our price is valid for 10 days.

Very Truly Yours,

TITAN ROOFING INC.

Robert Farrell

165 Harding Street  
Worcester, MA 01604  
Phone 508-755-0487  
Fax 508-756-8609

115 Old Colony Avenue  
Quincy, MA 02170  
Phone 617-773-7660  
Fax 617-773-7727

32 Railroad Avenue  
Albany, NY 12205  
Phone 518-235-1707  
Fax 518-235-1753

7756 State Route 5, Rear Building  
Clinton, NY 13323  
Phone 315-381-3089  
Fax 315-381-3327

110 Whitney Avenue  
New Haven, CT 06510  
Phone 203-776-7663  
Fax 203-776-7667

New Beginnings Window and Door  
28 Market Street  
Wappingers Falls NY 12590  
Tel: 845 298 DOOR

Email: michael@nbwindow.com

BILL TO:

SHIP TO:

Phone:  
Fax:

Phone:  
Fax:

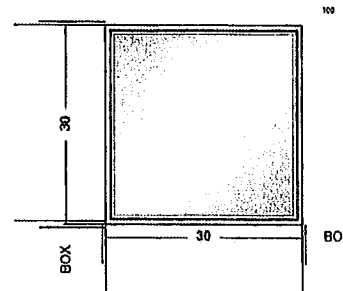
QUOTE #	STATUS	CUSTOMER PO#	QUOTE NAME
176172	None		library
QUOTED BY	CREATION DATE	SHIP VIA	PROJECT NAME
michael.haines	6/4/2020	Timberline Express	meyer



PrintDate: 6/4/2020

Customer	QUOTE EXPIRES
QUOTATION Quote # 176172	Quote Not Certified

LINE #	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	EXTENSION
100-1	- UNIT: Wood - PROFILE TYPE: Direct Set - UNIT Size: 30" x 30" - MATERIAL: Pine (Finger Joint) - EXTERIOR FINISH: Undecided Color (Norcoat) - INTERIOR FINISH: Undecided Color (Norcoat) Same color as exterior - MAIN GLASS: Dual Pane Sealed Unit [OA Thick 27/32" @ Ext Pane [3MM Low E 70/36], Int Pane [3MM Clear], Black Spacer (9/16"), Argon Fill - EXTERIOR TRIM: None - INTERIOR TRIM: None - JAMB: 3 1/2" - PRODUCT KNOWLEDGE: 680 PKversion	16	EA	\$654.92	\$10,478.72



\*Drawings viewed from exterior.

Room Label: None Assigned

Overall Unit 30" X 30"

Rough Opening 31" X 31"

Comment: <none>

PrintDate: 6/4/2020

Customer	QUOTE EXPIRES
QUOTATION Quote # 176172	Quote Not Certified

Quoted prices are good for 30 days  
(Expires :7/4/2020) and are subject to correction or  
computational errors.

SUB-TOTAL	\$10,478.72
SALES TAX	\$0.00
TOTAL	\$10,478.72

All the above quantities and accessories have been verified and accepted by the undersigned for purchase from Norwood Windows And Doors. I am aware that this order is made specifically for my project. There are no cancellations or changes without the written approval from Norwood Windows And Doors. As a buyer, I am responsible for ALL quantities and specifications. I Norwood Windows And Doors CANNOT ACCEPT ANY WINDOWS OR DOORS FOR CREDIT.

Please Sign  
Here: \_\_\_\_\_

We appreciate the opportunity to provide you with this quote!



**Meyer Contracting Corp.**

12 Charles Street  
Pleasant Valley, NY 12569  
Ph : 845-635-1416



**To:** Tony Formby  
Adriance Public Library  
93 Market Street  
Poughkeepsie, NY 12601

**Number:** 1  
**Date:** 6/19/20  
**Job:** 20-0566 Adriance Public Library T&M  
**Phone:** (845) 485-3445

**Description:** Plaster Repair

We are pleased to submit the following Proposed Change Order:

Labor and material to repair / replace existing plaster on the Rotunda interior and paint to match existing. MCC Supervision is to be billed on T&M as per the contract.

The total amount to provide this work is ..... \$49,500.00

If you have any questions, please contact me at (845) 635-1416.

This proposal is subject to revision within 30 days or time indicated herein above. Meyer Contracting Corporation reserves its rights to make a claim for all direct and indirect costs associated with these and other delays caused by changes to this project.

Submitted by: **KYLE CUOMO**  
PROJECT MANAGER

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_

Enc.



**Kyle Cuomo**

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**From:** Henry Mangione <henrymangione@gmail.com>  
**Sent:** Monday, June 8, 2020 9:08 AM  
**To:** Kyle Cuomo  
**Cc:** djkrein@gmail.com  
**Subject:** Adriance Library Plaster

Dear Kyle,

This proposal is for ornamental plaster restoration at the Adriance Library on Market Street in Poughkeepsie.

Frank J. Mangione, Inc will restore missing ornamentation in the dome and leave area ready for painting. We will supply all labor and materials but will require the use of the scaffolding currently in place. Price for this work is \$37,850.

If you expect to use us for the work, we would like to come in and take impressions of the ornaments so that we can reproduce them in our shop. Installation of the plaster will not be done until the roof leaks are repaired. Thank you.

Regards,

Henry Mangione

Frank J. Mangione, Inc.  
Ornamental Plastering  
21 John Street  
Saugerties, NY 12477



March 10, 2020

Adriance Public Library  
93 Market Street  
Poughkeepsie, NY 12601

Re: Adriance Library

Attn: Mr. Tony Formby

Subject: Construction Proposal

Dear Tony,

MCC respectfully submits our Time and Material proposal to remove the existing plaster on the inside of the lobby rotunda and provide architectural services to assess the existing water damage and provide a report including a recommended course of action to correct the water infiltration. All subcontracted work to be on a cost plus 15% basis. All backup including invoices, timesheets and quotations to be provided with monthly pay requisitions.

This proposal specifically includes the following:

1. Rental, erection and disassembly of scaffolding.
2. Labor and supervision to remove existing plaster on a T&M basis.
3. Architectural services to assess damage.
4. Prevailing wage rates.
5. Van and small tools included in labor rates.
6. Small tools and vehicles included in labor rate values.
7. (2) Site visits for an Architect, preparation of field report including a written scope to repair damaged areas.

## **CONSTRUCTION CONTRACT**

AGREEMENT, made this 11<sup>th</sup> day of May 2020 (the "Contract" or "Agreement") between Adriance Public Library located at 93 Market Street, Poughkeepsie, NY 12601, hereinafter called "Owner", and Meyer Contracting Corporation located at 12 Charles Street, Pleasant Valley, New York 12569, Phone (845) 635-1416, Federal ID #14-1693847.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on May 11, 2020, Meyer Contracting Corporation will provide to the following services (collectively, the "Services"):

Meyer Contracting Corporation desires to provide Construction services to the Owner on a Time and Material Basis per attached Construction Proposal dated March 10, 2020.

**2. SCOPE OF WORK.** Meyer Contracting Corporation will provide all services, materials and labor to remove the existing plaster on the inside of the lobby rotunda and provide architectural services to assess the existing water damage and provide the report including a recommended course of action to correct the water infiltration. All self performed and subcontracted work to be on a cost plus 15% basis. All backup including invoices, timesheets and quotations to be provided with monthly pay requisitions. Upon receipt of the Architect's discovery, Meyer Contracting is will to submit a detailed proposal for remediation work entailed.

This includes building and construction materials, necessary labor and site security, and all required tools and machinery needed for completion of construction.

Meyer Contracting Corporation is only responsible for furnishing any building improvements related to construction of the structure, but not related to landscaping, grading, walkways, painting, sewer or water systems, steps, driveways, patios and aprons, etc., unless they are specifically agreed to in writing.

### **3. PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS.**

Owner will make available to Meyer Contracting Corporation all plans, specifications, drawings, blueprints, and similar construction documents necessary for Meyer Contracting Corporation to provide the Services described herein. Any such materials shall remain the property of Owner. Meyer Contracting Corporation will promptly return all such materials to Owner upon completion of the Services.

**4. COMPLIANCE WITH LAWS.** Meyer Contracting Corporation shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and

regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.

**5. WORK SITE.** The Adriaance Public Library owns the property herein described and is authorized to enter into this contract. Prior to the start of construction, the Owner shall provide an easily accessible building site, which meets all zoning requirements for the structure, and in which the boundaries of the Owners property will be clearly identified by stakes at all corners of the property. Meyer Contracting Corporation shall maintain these stakes in proper position throughout construction.

**6. MATERIALS AND/OR LABOR PROVIDED.** Meyer Contracting Corporation shall provide to the Owner prior to start of work a List of each and every party furnishing materials and/or labor to Meyer Contracting Corporation as part of the Services, and the dollar amounts due or expected to be due with regards to provision of the Services herein described. This List of materials and/or labor shall be attached to this Agreement as Exhibit A. Meyer Contracting Corporation declares, under the laws of the State of that this List is a true and correct statement of each and every party providing materials and/or labor as part of the Services herein described. This project is governed by NYS prevailing wage rate. All employees are to be paid accordingly. Certified payroll reports shall be submitted with monthly requisitions.

Meyer Contracting Corporation may substitute materials only with the express written approval of the Owner providing that the substituted materials are no lesser quality than those previously agreed upon by Owner and Meyer Contracting Corporation.

**7. PAYMENT.** Payment shall be made to Meyer Contracting Corporation, 12 Charles Street, Pleasant Valley, New York 12569. Owner agrees to pay in installment payments within 15 days of invoice on a monthly basis

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 5% percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Owner shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if Owner fails to pay for the Services when due, Meyer Contracting Corporation has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Agreement and/or seek legal remedies.

**8. TERM.** Meyer Contracting Corporation shall commence the work to be performed within 30 days of May 11, 2020 and shall complete the work on or before June 8, 2020, time being of the essence of this contract.

Upon completion of the project, the Owner agrees to sign a Notice of Completion within ten (10) days after the completion of the contract. If the project passes its final inspection and Owner does not provide the Notice, Meyer Contracting Corporation may sign the Notice of Completion on behalf of the Owner.

**9. PERMITS.** Owner shall obtain all necessary building permits. Meyer Contracting Corporation shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to do the work, the cost thereof shall be included as part of the Payment to Meyer Contracting Corporation under this Contract.

**10. INSURANCE.** Before work begins under this Contract, Meyer Contracting Corporation shall furnish certificates of insurance to Owner substantiating that Meyer Contracting Corporation has placed in force valid insurance covering its full liability under the Workers' Compensation laws of the State of New York and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction related accident and property damage incurred in rendering the Services. A copy of MCC's standard insurance policy is attached and made part of this contract.

**11. WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Meyer Contracting Corporation in connection with the Services will be the exclusive property of the Owner.

Upon termination of this Contract, Meyer Contracting Corporation will return to Owner all records, notes, documentation and other items that were used, created, or controlled by Meyer Contracting Corporation during the term of this Contract.

**12. INDEMNIFICATION.** With the exception that this Section shall not be construed to require indemnification by Meyer Contracting Corporation to a greater extent than permitted under the public policy of the State of New York, Meyer Contracting Corporation may agree to indemnify Owner against, hold it harmless from and defend Owner from all claims, loss, liability, and expense, including actual attorneys' fees, arising out of or in connection with Meyer Contracting Corporation's Services performed under this Contract. This indemnity shall be provided even if is partly responsible for the claim, damage, injury or loss, but Meyer Contracting Corporation shall not provide indemnity against claims or losses deemed to be caused by the negligence, willful misconduct, or breach of contract of Owner or Owner's agents or employees.

**13. WARRANTY.** Meyer Contracting Corporation shall guarantee our work for one (1) year warrantee from date of substantial completion all services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Meyer Contracting Corporation's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Meyer Contracting Corporation on similar projects. Meyer Contracting Corporation shall construct the structure in conformance with the plans, specifications, and any breakdown and binder receipt signed by Meyer Contracting Corporation and Owner.

**14. FREE ACCESS TO WORKSITE.** Owner will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris.

Driveways will be kept clear for the movement of vehicles during work hours. Meyer Contracting Corporation will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. Meyer Contracting Corporation also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

**15. UTILITIES.** Owner shall provide and maintain water and electrical service, connect permanent electrical service, gas service or oil service, whichever is applicable, and tanks and lines to the building constructed under this Agreement after an acceptable cover inspection has been completed, and prior to the installation of any inside wall cover. Meyer Contracting Corporation shall, at Owner's expense, connect sewage disposal and water lines to said building prior to the start of construction, and at all times maintain sewage disposal and water lines during construction as applicable. Owner shall permit Meyer Contracting Corporation to use, at no cost, any electrical power and water use necessary to carry out and complete the work.

**16. INSPECTION.** Owner shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue. All inspection and certification will be done at Owner's expense.

**17. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure of the Owner to make a required payment when due.
- b. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.
- c. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.
- d. The failure of the Owner to make the building site available or the failure of Meyer Contracting Corporation to deliver the Services in the time and manner provided for in this Agreement.

**18. REMEDIES.** In addition to any and all other rights a party may have available according to law of the State of New York, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the



default. The party receiving said notice shall have 0 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 0 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

**19. FORCE MAJEURE.** If performance of this Contract or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**20. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute or is unavailable, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law, including filing suit.

**21. ENTIRE AGREEMENT.** This Contract contains the entire Agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Agreement. Any amendments must be in writing and signed by each party. This Agreement supersedes any prior written or oral agreements between the parties.

**22. SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**23. AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by each party.

**24. GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

**25. NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**26. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**27. SIGNATORIES.** This Agreement shall be signed on behalf of the Adriaance Public Library by Tony Formby and on behalf of Meyer Contracting Corporation by Christian W. Meyer, President and shall be effective as of the date first written above.

Owner:  
Adriaance Public Library

By: Tony Formby  
Tony Formby


5-8-20  
Date

Contractor:  
Meyer Contracting Corporation

By: \_\_\_\_\_  
Christian W. Meyer  
President

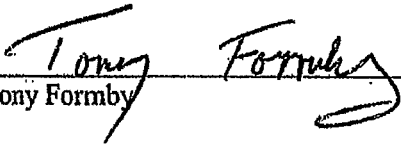
\_\_\_\_\_  
Date

Very truly yours,  
Meyer Contracting Corporation

  
Kyle Cuomo  
Estimator

Acceptance of Proposal:

Adriance Public Library

  
\_\_\_\_\_  
Tony Formby

5-8-20  
Date

Exclusions and Qualifications:

1. Overtime / off-hours work.
2. Stamped shop drawings.
3. Sales tax.
4. Permits.
5. Anything not specifically included above.

Insurance:

MCC is fully insured including General Liability, Auto and Workman's Compensation. We also carry a 10 Million Umbrella for additional Owner's Protection. A copy of our insurance certificate is enclosed for your review.

Rates:

		15%	Total
Scaffolding labor & 1 <sup>st</sup> months rental	\$15,000.00	2,250.00	17,250.00
Additional monthly rental	\$1,000.00	150.00	1,150.00
Architectural Services	\$4,000.00	600.00	4,600.00
Project Manager	\$135 / HR		
Superintendent	\$125 / HR		
Labor Foreman	\$115 / HR		
Carpenter	\$110 / HR		
Laborer	\$105 / HR		

It is our sincere hope that this revised proposal is acceptable to you. Please note that this proposal is valid for two (2) weeks based on the volatility of material pricing. Please feel free to contact the undersigned should you have any questions or comments.