

POUGHKEEPSIE PUBLIC LIBRARY DISTRICT

NOTICE OF MEETING

BOARD OF TRUSTEES

Thursday, May 29, 2025

Charwat Meeting Room – Adriance Memorial Library
93 Market Street, Poughkeepsie, NY
Meeting Will Run From 7:00 p.m. until 8:30 p.m.

Trustees Reviewing Warrants: Ferrer and Newman
(all other trustees are asked to arrive by 6:45pm to assist with check signing)

- I. Call to Order, Roll Call, Approval of the Agenda (*Fitzgibbons*)
 - II. Public Comment on Agenda Items
 - III. Board Education: Library District Labor Relations and Laws (*M. Knapp*)
 - IV. Minutes of Previous Meeting(s)
 - A. April 23, 2025 (*Lawrence; #052925 – 1*)
 - V. Financial Report(s)
 - A. April 2025 (*Gillis; #052925 – 2*)
 - B. Approval of Monthly Warrant (*Gillis; #042925 – 2.1; to be distributed at the meeting*)
 - VI. Operational Reports
 - A. Administrative Report and Statistics (*Staff; #052925 – 3.0.X*)
 - B. President's Report (*Fitzgibbons; #052925 – 3.3.0*)
 - C. Board Committee Reports (*Committee Chairs; #052924 – 3.3.X*)
 - D. Friends of PPLD (*Vazquez*)
 - VII. Board Action
 - A. Personnel Actions (*MacDermott; #052925 – 4*)
 - B. Unfinished/Old Business
 1. Revision to PPLD-FPPLD Annual Agreement (*Lawrence; #052925 – 9*)
 - C. New Business
 1. Approval of CBA Addendum #3 (*MacDermott; #052925 – 5*)
 2. Authorization to Sign Contract: Annual Boardman Road HVAC Maintenance (*Lawrence; #052925 – 6*)
 3. Authorization to Sign Contract: Appraisal Services (*Lawrence; #052925 – 7*)
 4. Authorization to Sign Contract: Architectural Services (*Lawrence; #052925 – 8*)
 - VIII. Open Comment
 - A. Board Comment
 - B. Public Comment on General Library District Affairs
- Adjournment

NEXT MONTH'S SCHEDULED MEETING

Regular Monthly Meeting: Wednesday, June 25, 2025; 7:00 p.m.
Charwat Meeting Room – Adriance Memorial Library

MINUTES OF MEETING
Poughkeepsie Public Library District
Minutes of Meeting of April 23, 2025

Trustees Present

- ☒ Dianne Blazek
- ☒ Sean Eagleton
- ☒ Mayra Fana
- ☐ Patricia Ferrer
- ☒ Moira Fitzgibbons
- ☒ Jonathan McPhee
- ☒ Sheila Newman
- ☐ Deborah Nichols
- ☒ James Nurre
- ☒ Patricia Ryan
- ☒ Laurel Spuhler

Staff Present

- ☒ Bonny Algozzine, Secretary to the Director
- ☐ Janet Bogenschultz, Asst. to the Director
- ☐ Kristin Charles-Scaringi, Head of Borrower & Tech Services
- ☐ Alison Francis, Youth Outreach Coordinator
- ☐ Jeffrey Giancarlo, Building Services Manager
- ☒ Rebecca Gillis, Business Manager
- ☒ Tom Lawrence, Library Director
- ☒ Nicholas MacDermott, Human Resources Officer
- ☐ Daniel Minunni, Building Services Manager
- ☐ Michele Muir, Development Officer
- ☐ Bruce Sullivan, Network Analyst
- ☐ Kira Thompson, Head of Adult Services
- ☐ John Torres, Head of Youth Services
- ☐ Beth Vredenburg, Head of Branch Services

Other Guest(s)

- ☒ Mike Prentice, EFR (remote)

FPPLD Representatives Present

- ☒ Norma Vazquez, President

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

- **Call to Order:** At 7:08 p.m., President Fitzgibbons called the meeting to order.
- **Roll Call:** Nine (9) Trustees were present at time of roll call.
- **Additions/Changes to the Agenda:** None.
- **Move/Seconded:** Blazek, McPhee.
- **VOTE:** 9 – 0 – 0

II. Public Comment on Agenda Items: None.**III. Board Education:** Auditor Mike Prentice from the EFPR Group presented the 2024 Financial Statements, Supplementary Information and Independent Auditors' Report, answering questions after his presentation. Some discussion ensued.**IV. Approval of Previous Record/Meeting(s)****A. March 26, 2025 (PPLD Document #042325 – 1)**

- **Motion:** Moved that the Board of Trustees of the Poughkeepsie Public Library District approve the minutes of the meeting of March 26, 2025.
- **Moved/Seconded:** Nurre, Eagleton.
- **Discussion:** None.
- **VOTE:** 9 – 0 – 0

V. Approval of Financial Actions**A. March 2025 Financial Activity Report (PPLD Document #042325 – 2)**

- **Motion:** Moved that the Board of Trustees of the Poughkeepsie Public Library District accept the Report of March 2025 Financial Activity as presented.
- **Moved/Seconded:** Eagleton, Blazek.
- **Discussion:** Gillis reported on: the 2024 fiscal year, the audit, tax revenue and repayment of loans.
- **VOTE:** 9 – 0 – 0

B. Approval of Monthly Warrant (PPLD Document #042325 – 2.1)

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

Vouchers 71014 to 71519 in Warrant 20250424 totaling \$137,637.64

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

Vouchers 71244 to 71337 in Warrant 20250416 totaling \$163,587.74

- **Moved/Seconded:** Fitzgibbons, Spuhler.
- **Discussion:** None.
- **VOTE:** 9 – 0 – 0
- **Next Month's Warrant Review:** Ferrer & Newman

VI. Operational Reports**A. Administrative Reports & Statistics (PPLD Document #042325 – 3)**

- Lawrence shared about: Immigration; Consulate on Wheels; Institute of Museum & Library Services; Div. of Library Development; Grants to States; Book Festival; Jeff Urban; former Board members; appraisal of artwork; Addendums to contract with Union; and the Summer Reading program.

B. President's Report: President Fitzgibbons thanked everyone for their hard work with the Book Festival and the Consulate on Wheels.**C. Board Committee Reports: (PPLD Document #042325 – 3.3)**

1. **Planning Committee:** Fitzgibbons reported on committee discussions about: the proposal from Carol Gordon and the strategic plan.

D. Friends of PPLD: President Vazquez shared about: the April sale on biographies, motorcycles, and records; the upcoming May sale; the Mahjongg tournament on May 17; donating books; and planning the 10th Anniversary of the book store.**VII. Board Action****A. Personnel Actions: (PPLD Document #042325 – 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
Michele Muir	Development Officer (FT)	Permanent Appointment	4/14/2025	N/A
Michael Pena	Security Guard (FT)	Probationary Appointment	5/5/2025	\$48,478/yr Step 1
Hannah Ricottilli	Librarian II (FT)	Provisional Appointment	5/5/2025	\$67,837/yr Step 1
Andrew Morgan	Librarian II (FT)	Provisional Appointment	5/5/2025	\$70,743/yr Step 2 + 10YL

- **Moved/Seconded:** Eagleton, Blazek.
- **Discussion:** MacDermott explained each of the actions. Some discussion ensued.
- **VOTE:** 9 – 0 – 0

B. Unfinished/Old Business: None.**C. New Business:****1. Central Library Services Aid – 2024 Expenditure Report and 2025 Application (PPLD Document #042325 – 5)**

- **Motion:** Moved that the Board of Trustees of the Poughkeepsie Public Library District authorizes the submission of the 2025 Central Library Services Aid budget, as detailed in PPLD Document #042325 – 5A, to the Mid-Hudson Library System for further action and, ultimately, submission to the New York State Library Division of Library Development.
- **Moved/Seconded:** Spuhler, Eagleton.
- **Discussion:** Lawrence explained the purpose of this document. Some discussion ensued.
- **VOTE:** 9 – 0 – 0

2. Authorization to Sign Contract: Lawn and Snow Plowing – Boardman Road Branch Library (PPLD Document #042325 – 6)

- **Motion:** Moved that the Board of Trustees of the Poughkeepsie Public Library District authorizes the Finance Manager to sign the mowing and plowing agreement with New England Greenscapes as detailed in attached PPLD Document #042325 – 6A.
- **Moved/Seconded:** Blazek, Ryan.
- **Discussion:** Some discussion ensued.
- **VOTE:** 9 – 0 – 0

VIII. Open Comment

A. Board Comment: Dianne Blazek is moving away, so her last meeting as a trustee will be in June.

B. Public Comment: None.

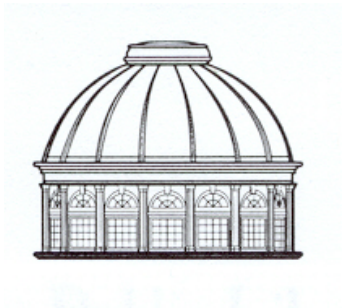
Adjournment

- **Motion:** There was a motion that the meeting be adjourned.
- **Moved/Seconded:** Ryan, Nurre.
- **Discussion:** None.
- **VOTE:** 9 – 0 – 0
- **Time of Adjournment:** 8:15 p.m.

The next regular monthly meeting of the Board of Trustees will be Thursday, May 29, 7:00 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



POUGHKEEPSIE PUBLIC LIBRARY DISTRICT

Report of April 2025 Financial Activity

MOVED that the Board of Trustees of the Poughkeepsie Public Library District accept the Report of April 2025 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 April 2025
Financial Activity – Narrative Report

General Fund (Fund A; \$7,507,469)

- Receipts for the month totaled \$53,525 which included \$25,500 for the Annual Appeal, a PILOT from the City of Poughkeepsie for \$5,615, \$2,470 in library charges, and \$13,054 in interest.
- Disbursements for the month totaled \$1,217,324 which included \$644,184 in salary and benefit expenses.
- Reserve funds held within the General Fund include:
 - Irma Davis Fund \$289,413
 - McCalley Fund 52,000
 - Swartz Fund 102,849

Special Revenue Fund (Fund CM; \$543,905)

- Receipts for the month totaled \$3,811, which included \$1,066 in interest.
 - The receipts for the month also reflect a net increase of \$2,745 in the Wojtecki account.
- Sub-fund totals include:
 - Norman and Jeannie Greene Fund \$58,937
 - Occhialino Fund 51,204
 - Lund Fund 25,500

Capital Fund (Fund H; \$35,285)

- Receipts for the month included minimal interest.
- Sub-fund totals are:
 - Designated Gifts and Grants (DGG Fund) \$87
 - Cash from Obligations – BOND Proceeds 523

Permanent Funds (Fund PN; \$496,247)

- 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 until transferred. Amounts on the balance sheet may differ because of interest that is not yet transferred.
- Current sub-fund principal balances are:
 - Slonaker Trust \$2,771
 - Levinsohn Trust 1,004
 - Wojtecki Trust 377,848
 - Schwartz Fund 10,965
 - Lamont Fund 50,000
 - Dobo Fund 37,048

Debt Service Fund (Fund V; \$748,905)

- Receipts for the month included interest of \$2,437.

GENERAL FUND YEAR-TO-DATE EXPENSE REPORT APRIL 2025

FOR 2025 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
21 Salaries	5,301,281	5,301,281	1,612,440.49	437,471.18	3,560,132.74	128,707.77	97.6%
22 Equip & Capital Outl	77,250	77,250	9,580.19	8,566.90	2,904.12	64,765.69	16.2%
30 Materials	567,250	567,250	179,269.19	45,875.37	66,383.74	321,597.07	43.3%
32 Information Services	72,728	72,728	17,550.55	50.00	.00	55,177.45	24.1%
50 Operations	1,686,151	1,686,151	502,194.01	148,178.08	648,723.16	535,233.77	68.3%
51 Automation	126,724	126,724	39,829.78	13,470.14	26,940.28	59,953.94	52.7%
91 Employee Benefits	2,594,562	2,594,562	1,006,422.62	206,712.97	962,386.11	625,753.27	75.9%
92 Debt Service	1,342,138	1,342,138	357,000.00	357,000.00	.00	985,138.00	26.6%
GRAND TOTAL	11,768,084	11,768,084	3,724,286.83	1,217,324.64	5,267,470.15	2,776,326.96	76.4%

** END OF REPORT - Generated by Rebecca Gillis **

Poughkeepsie Public Library District



ACCOUNTS PAYABLE WARRANT REPORT

Warrant Summary

WARRANT: 20250416 04/16/2025
DUE DATE: 04/16/2025

FUND	ORG	ACCOUNT	AMOUNT	AVLB BUDGET	
A	A20000	Building Services	Professional Svcs: Bl	2,226.22	16,081.34
A	A20000	Building Services	Snow Removal: Patron	1,576.75	2,166.25
A	A20000	Building Services	Snow Removal: Staff C	1,940.27	48.64
A	A20000	Building Services	Snow Removal: Staff 9	642.18	5,539.11
A	A20000	Building Services	Operations: Trash Col	755.41	69.76
A	A20000	Building Services	Vehicle Operations	106.82	1,875.53
A	A20300	Greene Services	Operations: Bookmobil	520.00	-750.00
A	A50000	Finance Office	Rent: Staff Parking C	109.08	703.60
A	A50000	Finance Office	Rent: Staff Parking 9	1,100.00	1,900.00
A	A50000	Finance Office	Rent: Pok. Journal Ar	1,147.68	661.45
A	A50000	Finance Office	Operations: Water	432.00	374.96
A	A50000	Finance Office	Operations: General	665.00	105,954.92
A	A50000	Finance Office	Disability Insurance	925.35	1,454.00
A	A50000	Finance Office	Medical Insurance	126,894.33	127,214.85
A	A71000	Adriance Memorial Lib	Telephone Adriance	1,028.36	-1,050.76
A	A71000	Adriance Memorial Lib	Internet Adriance	2,472.71	-1,756.10
A	A71000	Adriance Memorial Lib	Internet Adriance Hot	1,259.48	-4,849.11
A	A71000	Adriance Memorial Lib	Fuel & Utilities ADR	8,451.81	-39,343.70
A	A73000	Boardman Road Branch	Telephone Boardman	159.36	254.30
A	A73000	Boardman Road Branch	Internet Boardman	2,037.06	836.36
A	A73000	Boardman Road Branch	Fuel & Utilities BRD	3,550.30	-26,725.88
A	A74000	Sadie Peterson Delany	Internet SPD Branch	124.99	-254.81
A	A74000	Sadie Peterson Delany	Internet SPD Branch (1,580.61	-5,924.70
A	A74000	Sadie Peterson Delany	Rent: SPD Branch (Gre	3,881.97	-1,015.39
FUND TOTAL			163,587.74		
WARRANT SUMMARY TOTAL			163,587.74		
GRAND TOTAL			163,587.74		

Poughkeepsie Public Library District



ACCOUNTS PAYABLE WARRANT REPORT 20250424

Warrant Summary

WARRANT: 20250424 04/23/2025
DUE DATE: 04/23/2025

FUND	ORG	ACCOUNT	AMOUNT	AVLB BUDGET		
A	A	General Fund	A .0000.000.00.26021 .	Benefits Exchange	4,415.50	
A	A	General Fund	A .0000.000.00.26030 .	General Fund Exchange	823.19	
A	A00000	General Fund Expenses	A .7410.000.00.52800 .	FF&E General	3,571.90	20,123.95
A	A00000	General Fund Expenses	A .7410.000.00.54300 .	Supplies: Office & Li	1,391.27	3,445.03
A	A00000	General Fund Expenses	A .7410.000.00.54330 .	Postage Bulk	158.85	2,329.81
A	A00000	General Fund Expenses	A .7410.000.00.54350 .	Cont Ed: Regional & N	2,591.60	3,048.86
A	A00000	General Fund Expenses	A .7410.000.00.54351 .	Cont Ed: Local	446.80	161.98
A	A00000	General Fund Expenses	A .7410.000.00.54353 .	Cont Ed: Webinar	149.00	186.56
A	A00000	General Fund Expenses	A .7410.000.00.54370 .	Professional Svcs: Ge	480.00	1,851.07
A	A10000	Administration	A .7410.100.00.54370 .	Professional Svcs: Ad	850.00	400.00
A	A11100	CLDA Reimbursable	A .7410.111.00.54100 .A211	CBA Books - Digital	12,432.16	0.00
A	A20000	Building Services	A .7410.200.00.54300 .	Supplies: Custodial	1,903.07	5,122.89
A	A20000	Building Services	A .7410.200.00.54370 .	Professional Svcs: BI	627.12	16,081.34
A	A20000	Building Services	A .7410.200.00.54523 .	Grounds Maintenance	680.70	2,798.46
A	A20000	Building Services	A .7410.200.00.54691 .	Operations: HVAC MEP	4,993.29	34,081.10
A	A20300	Greene Services	A .7410.203.02.54100 .	Books, Greene	12,828.28	-35,841.67
A	A20300	Greene Services	A .7410.203.02.54100 .A211	Books: Digital Greene	12,845.30	0.00
A	A20300	Greene Services	A .7410.203.02.54292 .A211	PRG Greene, Virtual P	137.63	234.58
A	A30000	Advancement Services	A .7410.300.00.54330 .	Postage Bulk Mailing	3,838.49	3,167.90
A	A30000	Advancement Services	A .7410.300.00.54340 .	PR & Printing Rotunda	12,882.39	-18,112.71
A	A30000	Advancement Services	A .7410.300.00.54370 .	Professional Svcs: Ad	1,043.16	796.05
A	A30000	Advancement Services	A .7410.300.00.54371 .	Software: Advancement	1,055.32	0.00
A	A41000	Adult Services	A .7410.410.00.54291 .	Databases: Adult Serv	50.00	11,646.47
A	A41000	Adult Services	A .7410.410.00.54292 .	PRG Adult Services	2,246.63	799.81
A	A41000	Adult Services	A .7410.410.00.54292 .A125	PRG MAP Passes	2,110.00	340.00
A	A41000	Adult Services	A .7410.410.00.54292 .A214	PRG Spanish	350.00	49.67
A	A41000	Adult Services	A .7410.410.00.54292 .A252	PRG Library of Things	1,006.51	443.54
A	A42000	Technical Services	A .7410.420.00.54300 .	Supplies: Technical S	223.13	1,352.75
A	A44000	Collection Service	A .7410.440.00.54100 .	Books	140.40	4,811.51
A	A44000	Collection Service	A .7410.440.00.54110 .	Video & Films	349.57	11,726.86
A	A44000	Collection Service	A .7410.440.00.54110 .A211	Video & Films: Digita	6,596.64	0.00
A	A44000	Collection Service	A .7410.440.00.54120 .	Music & Audio	241.92	15,387.52
A	A44000	Collection Service	A .7410.440.00.54360 .	Sierra/Encore Service	13,470.14	2,223.80
A	A44000	Collection Service	A .7410.440.00.54370 .	Collections Agency Fe	745.60	3,178.00
A	A45000	Youth Services	A .7410.450.00.54292 .	PRG Youth Services	702.67	257.04
A	A45000	Youth Services	A .7410.450.00.54292 .A218	PRG Pok Book Festival	622.06	697.64
A	A45000	Youth Services	A .7410.450.00.54292 .A233	Programming - Youth (85.47	0.00
A	A46000	Young Adult Services	A .7410.460.00.54292 .	PRG Young Adult Servi	667.70	58.38
A	A50000	Finance Office	A .7410.500.00.54300 .	Supplies: Ink & Toner	403.63	4,889.46
A	A50000	Finance Office	A .7410.500.00.54370 .	Professional Svcs: Bu	12,545.55	-2,555.85

Report generated: 04/23/2025 10:23:11
User: Trina Blomquist (tblomquist-martinez)
Program ID: apwarrmt

Poughkeepsie Public Library District



ACCOUNTS PAYABLE WARRANT REPORT 20250424

A	A50000	Finance Office	A .7410.500.00.59040 .
A	A50000	Finance Office	A .7410.500.00.59045 .
A	A50000	Finance Office	A .7410.500.00.59061 .
A	A60000	Information Tech	A .7410.600.00.52800 .
A	A60000	Information Tech	A .7410.600.00.54320 .A248
A	A60000	Information Tech	A .7410.600.00.54370 .
A	A60000	Information Tech	A .7410.600.00.54390 .
A	A71000	Adriance Memorial Lib	A .7410.710.00.54131 .
A	A73000	Boardman Road Branch	A .7410.730.00.54131 .
A	A73000	Boardman Road Branch	A .7410.730.00.54500 .
A	A74000	Sadie Peterson Delany	A .7410.740.00.54292 .

Workers Compensation	625.00	3,216.00
Life Insurance	679.59	-247.83
Medicare B Reimbursem	5,600.74	-6,312.00
FF&E IT	4,995.00	750.60
Internet Comm. WiFi (176.25	-303.68
Professional Svcs: So	532.00	636.33
RR&M Information Tech	810.05	487.68
Newspapers: ADR	237.90	1,488.95
Newspapers: BRD	203.20	-292.44
Fuel & Utilities BRD	465.32	-26,725.88
PRG SPD	609.95	3,405.00

FUND TOTAL 137,637.64

WARRANT SUMMARY TOTAL 137,637.64
GRAND TOTAL 137,637.64

GENERAL FUND YEAR-TO-DATE REVENUE REPORT APRIL 2025

FOR 2025 04

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
41001 Real Property Tax	8,845,127	8,845,127	8,845,129.50	.00	-2.50	100.0%
41003 Real Property Tax Debt Servic	1,341,676	1,341,676	1,342,135.50	.00	-459.50	100.0%
42082 Library Charges	20,000	20,000	9,611.61	2,469.56	10,388.39	48.1%
42401 Interest Earnings	50,000	50,000	26,543.61	13,053.82	23,456.39	53.1%
42705 Donations	175,000	175,000	81,185.28	55.10	93,814.72	46.4%
42752 Annual Appeal	27,500	27,500	25,500.00	25,500.00	2,000.00	92.7%
42753 Donations in Kind	81,983	81,983	27,327.64	6,831.91	54,655.36	33.3%
42760 Grants	50,000	50,000	.00	.00	50,000.00	.0%
42771 Payment in Lieu of Taxes	173,000	173,000	72,911.21	5,615.08	100,088.79	42.1%
42777 E-Rate Income	65,000	65,000	31,489.39	.00	33,510.61	48.4%
42800 Miscellaneous Income	10,000	10,000	48,795.00	.00	-38,795.00	488.0%
43840 Central Library Development	271,989	271,989	.00	.00	271,989.00	.0%
43842 Local Library Incentive	23,906	23,906	.00	.00	23,906.00	.0%
45031 Transfers In	729,432	729,432	.00	.00	729,432.00	.0%
GRAND TOTAL	11,864,613	11,864,613	10,510,628.74	53,525.47	1,353,984.26	88.6%

** END OF REPORT - Generated by Rebecca Gillis **

Poughkeepsie Public Library District

BALANCE SHEET FOR 2025 4

FUND: A General Fund			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
A	12010	Gen. Fund Operational Checking	1,208.10	3,314.64
A	12020	Gen. Fund Payroll Checking	93.00	436.42
A	12023	Gen. Fund Money Market	-2,099,503.17	5,577,450.44
A	12040	Credit Card Transactions	538.02	1,983.69
A	12051	Flex 125 Money Market	-557.81	5,049.32
A	12100	Petty Cash	296.90	15,864.00
A	12101	Cash in Machines	.00	502.00
A	12300	Cash Special Reserve: Davis	593.47	289,413.44
A	12400	Cash Special Reserve: Swartz	210.90	102,849.01
A	13800	Accounts Receivable	.00	31,489.39
A	13910	Due From Other Funds	985,137.50	1,479,116.55
TOTAL ASSETS			-1,111,983.09	7,507,468.90
LIABILITIES				
A	26000	Accounts Payable	.00	-10,160.95
A	26020	Flex125 Exchange	569.16	-4,464.96
A	26021	Benefits Exchange	587.19	11,323.33
A	26030	General Fund Exchange	802.19	-366.60
A	26100	State Retirement Exchange	.00	88.00
A	26300	Due To Other Funds	-93.00	1,688.25
A	26370	State Retirement Accrual	-53,681.62	-85,215.80
TOTAL LIABILITIES			-51,816.08	-87,108.73
FUND BALANCE				
A	35100	Budgeted Revenues	.00	11,864,613.00
A	35210	Encumbrances (+ PYCF)	-348,381.30	5,311,368.80
A	35220	Expenditures (+ PYCF)	1,217,324.64	3,724,286.83
A	38210	Encumbrance Reserve (+ PYCF)	348,381.30	-5,311,368.80
A	38670	Compensated Absences Reserve	.00	-47,000.00
A	39090	Unreserved Fund Balance	.00	316,477.26
A	39110	Fund Balance Start of Year	.00	-364,427.26
A	39600	Appropriations (+ PYCF)	.00	-11,768,083.94
A	39800	Revenues Received	-53,525.47	-10,510,628.74
A	39915	Assign for future prgrms	.00	-635,597.32
TOTAL FUND BALANCE			1,163,799.17	-7,420,360.17
TOTAL LIABILITIES + FUND BALANCE			1,111,983.09	-7,507,468.90

Poughkeepsie Public Library District

BALANCE SHEET FOR 2025 4

FUND: CM Special Revenue Fund				NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS					
	CM	12000	Special Revenue Funds	1,065.74	519,727.37
	CM	12020	CM Payroll Checking	.00	275.08
	CM	13910	Due From Other Funds	2,745.37	23,902.82
	TOTAL ASSETS			3,811.11	543,905.27
LIABILITIES					
	CM	26300	Due To Other Funds	.00	-620,190.87
	TOTAL LIABILITIES			.00	-620,190.87
FUND BALANCE					
	CM	35210	Encumbrances	.00	.39
	CM	38210	Reserve For Encumbrances	.00	-.39
	CM	39110	Fund Balance Unreserved	.00	128,194.05
	CM	39800	Revenues	-3,811.11	-51,908.45
	TOTAL FUND BALANCE			-3,811.11	76,285.60
	TOTAL LIABILITIES + FUND BALANCE			-3,811.11	-543,905.27

Poughkeepsie Public Library District

BALANCE SHEET FOR 2025 4

FUND: H Capital Project Fund			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
H	12010	Checking (Capital 23213)	.00	38.83
H	12044	Designated Gifts & Grants	.00	86.82
H	12200	Cash From Obligations	1.07	523.01
H	13502	Discount Pledge Receivable	.00	.30
H	13910	Due From Other Funds	.00	34,635.79
TOTAL ASSETS			1.07	35,284.75
LIABILITIES				
H	26000	Accounts Payable	.00	-.40
H	26300	Due To Other Funds	.00	-58,098.21
TOTAL LIABILITIES			.00	-58,098.61
FUND BALANCE				
H	35100	Estimated Revenues	.00	252,715.39
H	35210	Encumbrances	41,062.29	41,062.29
H	38210	Reserve For Encumbrances	-41,062.29	-41,062.29
H	39110	Fund Balance Unreserved	.00	22,818.14
H	39600	Appropriations	.00	-252,715.39
H	39800	Revenues	-1.07	-4.28
TOTAL FUND BALANCE			-1.07	22,813.86
TOTAL LIABILITIES + FUND BALANCE			-1.07	-35,284.75

Poughkeepsie Public Library District

BALANCE SHEET FOR 2025 4

FUND: PN Permanent Fund				NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS					
	PN	12011	CD Slonaker Trust	.00	2,771.48
	PN	12012	Lamont Fund	.00	50,000.00
	PN	12013	Levinsohn Trust	.00	1,003.52
	PN	12014	Wojtecki Trust	2,745.37	377,847.53
	PN	12015	Schwartz Fund	.00	10,964.91
	PN	12201	Dobo Fund	.00	37,047.81
	PN	13910	Due from other funds	.00	16,611.74
		TOTAL ASSETS		2,745.37	496,246.99
LIABILITIES					
	PN	26300	Due to other funds	-2,745.37	-17,429.14
		TOTAL LIABILITIES		-2,745.37	-17,429.14
FUND BALANCE					
	PN	39110	Library Trust Permanent Funds	.00	-478,817.85
		TOTAL FUND BALANCE		.00	-478,817.85
		TOTAL LIABILITIES + FUND BALANCE		-2,745.37	-496,246.99

BALANCE SHEET FOR 2025 4

FUND: V Debt Service Fund				NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS					
	V	12230	Cash, Res Bond Indebtedness	987,574.20	1,033,596.92
	V	13910	Due From Other Funds	.00	-284,691.45
		TOTAL ASSETS		987,574.20	748,905.47
LIABILITIES					
	V	26300	DUE TO OTHER FUNDS	-985,137.50	-575,638.48
		TOTAL LIABILITIES		-985,137.50	-575,638.48
FUND BALANCE					
	V	39090	Budg Fund Balance Unreserved	.00	-19,281.00
	V	39110	Fund Balance Unreserved	.00	-151,266.75
	V	39800	Revenues	-2,436.70	-2,719.24
		TOTAL FUND BALANCE		-2,436.70	-173,266.99
		TOTAL LIABILITIES + FUND BALANCE		-987,574.20	-748,905.47

Approval of Monthly Warrant and Transfers

Action Requested

MOVED that the Board of Trustees of the Poughkeepsie Public Library District approve the following warrants for immediate payment:

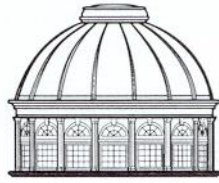
Vouchers 71534 to 71763 in Warrant 20250530 totaling \$190,130.79

Motion

Moved _____
Seconded _____

Record of Vote

Trustee	Yes	No	Abstain
Blazek	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Eagleton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fana	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ferrer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fitzgibbons	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
McPhee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Newman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nichols	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nurre	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ryan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Spuhler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



POUGHKEEPSIE PUBLIC LIBRARY DISTRICT

LIBRARY DIRECTOR REPORT – MAY 2025

Significant Service Changes, Challenges or Accomplishments

- **Immigration Issues:** We continue to be vigilant with regards to any potential action on immigration. The Mexican Consulate on Wheels program will return to us in June, based on the successful experience in April.
- **Towing:** We are in the final stages of arranging to tow unauthorized vehicles from Library District-controlled lots. The hold-up is the determination of how and if we can tow vehicles from lots not **owned** by the Library District but leased from others.
- **Impact of Federal Budget Recissions:** On May 22, I provided trustees with updates on federal and state library funding issues. Please continue to read emails I forward to you on this matter as well as the general media as it is a covered topic. **Trustee advocacy on this issue continues to be important.**
- **2025 Poughkeepsie Big Read:** Under the coordination work of Development Officer Michele Muir, staff are running full-steam ahead with the planning for this year's Big Read (see Muir's Manager Report).

Service and Program Highlights

- **Action Requested:** I ask permission to close the Library District at 5:00pm on Thursday, July 3.
- See attached statistics for a review of the metrics we track related to materials checkout and other services and programs.
- See attached manager reports for recent activity.

Outreach and Professional Development

- This is the monthly reminder of the trustees' obligation to fulfill the two-hour minimum continuing education requirement for the year.

Collection Development

- Collection development continues as usual.

Buildings

- Boardman Road: We continue to experience temperature control issues with the HVAC system. The design of the system makes controlling internal humidity reliant on cooling the space.
- Adriance: A temporary repair to the Market Street steps has been completed. In addition to funding a more permanent repair, we will hire an architectural firm (see New Business item) to conduct an evaluation of the roofing systems, especially that of the dome, which is currently experiencing deterioration.

Staffing

- See Personnel Actions, if applicable.

POUGHKEEPSIE PUBLIC LIBRARY DISTRICT
Library District Use Statistics - 2025

PPLD Document #052925 - 3.0.1

COLLECTION USE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Physical Items	20,894	19,732	22,217	22,067	0	0	0	0	0	0	0	0	84,910
Digital Content	12,172	10,843	12,423	12,285	0	0	0	0	0	0	0	0	47,723
PopUpLibrary	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	33,066	30,575	34,640	34,352	0	0	0	0	0	0	0	0	132,633
PATRON HOLDS PROCESSED	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Adriance	3,871	3,477	3,645	3,458	0	0	0	0	0	0	0	0	14,451
Boardman Road	2,437	2,114	2,407	2,162	0	0	0	0	0	0	0	0	9,120
Sadie Peterson Delaney	94	62	88	71	0	0	0	0	0	0	0	0	315
Total	6,402	5,653	6,140	5,691	0	0	0	0	0	0	0	0	23,886
REFERENCE QUERIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Adriance	905	860	936	814	0	0	0	0	0	0	0	0	3,515
Boardman Road	26	79	77	110	0	0	0	0	0	0	0	0	292
Sadie Peterson Delaney	47	36	63	52	0	0	0	0	0	0	0	0	198
Spanish Language Assistance	49	39	70	17	0	0	0	0	0	0	0	0	175
Total	1,027	1,014	1,146	993	0	0	0	0	0	0	0	0	4,180
ONLINE RESOURCES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Database Usage	3,816	4,735	10,297	8,057	0	0	0	0	0	0	0	0	26,905
Calendar Hits - Library Market	13,759	16,955	13,696	16,439	0	0	0	0	0	0	0	0	60,849
Calendar Hits - Recite Me	433	337	410	267	0	0	0	0	0	0	0	0	1,447
Website Views	35,900	33,590	44,409	30,678	0	0	0	0	0	0	0	0	144,577
Total	53,908	55,617	68,812	55,441	0	0	0	0	0	0	0	0	233,778
PUBLIC COMPUTER & WIFI USE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Adriance	4,522	3,673	4,163	3,951	0	0	0	0	0	0	0	0	16,309
Boardman Road	1,644	1,331	1,677	1,479	0	0	0	0	0	0	0	0	6,131
Sadie Peterson	40	40	46	21	0	0	0	0	0	0	0	0	147
Total	6,206	5,044	5,886	5,451	0	0	0	0	0	0	0	0	22,587
PUBLIC FAX ASSISTANCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Adriance	105	129	130	136	0	0	0	0	0	0	0	0	500
Boardman Road	0	0	0	0	0	0	0	0	0	0	0	0	0
Sadie Peterson Delaney	0	2	0	0	0	0	0	0	0	0	0	0	2
Total	105	131	130	136	0	0	0	0	0	0	0	0	502
NOTARY SERVICES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Adriance	101	91	101	103	0	0	0	0	0	0	0	0	396
PROGRAM SESSIONS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Library District	211	181	223	213									828
Community Engagement	6	3	7	9									25
Non-Library District	11	27	25	33									96
Exams Proctored	20	19	20	20									79
MAP Passes	NA	NA	NA	NA									0
Rover Bookmobile Stops	5	3	12	9									29
Total	253	233	287	284	0	0	0	0	0	0	0	0	1,057
PROGRAM ATTENDANCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Library District	2,315	2,267	4,840	3,886									13,308
Community Engagement	74	30	289	342									735
Non-Library District	64	270	201	250									785
Drop-In Room Use (Adriance)	111	102	104	127									444
Rover Bookmobile	86	33	324	189									632
Total	2,650	2,702	5,758	4,794	0	0	0	0	0	0	0	0	15,904
GENERAL ATTENDANCE (2025)	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Adriance	13,927	12,257	15,703	14,785	0	0	0	0	0	0	0	0	56,672
Boardman Road	10,496	9,292	11,173	10,535	0	0	0	0	0	0	0	0	41,496
Sadie Peterson Delaney	193	143	203	166	0	0	0	0	0	0	0	0	705
Total - 2025	24,616	21,692	27,079	25,486	0	0	0	0	0	0	0	0	98,873
GENERAL ATTENDANCE (2024)	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Adriance	13,275	13,964	15,376	15,661	13,717	13,753	15,660	14,131	13,248	15,237	12,989	12,113	169,124
Boardman Road	9,639	10,046	10,382	10,666	9,811	10,268	11,018	10,873	9,821	16,958	12,984	8,832	131,298
Sadie Peterson Delaney	173	279	260	410	256	252	161	223	152	376	213	143	2,898
Total - 2024	23,087	24,289	26,018	26,737	23,784	24,273	26,839	25,227	23,221	32,571	26,186	21,088	303,320

POUGHKEEPSIE PUBLIC LIBRARY DISTRICT
Comparative Circulation Statistics: 2025 to 2024 to 2023

PPLD Document #052925 - 3.0.2

	Current Year: 2025				Previous Year: 2024				Compare: '25 to '24		Previous Year: 2023				Compare: '25 to '23	
	Apr	% of Total	YTD	% of Total	Apr	% of Total	YTD	% of Total	Change	% Change	Apr	% of Total	YTD	% of Total	Change	% Change
Adult Fiction	5,938	26.91%	23,290	27.42%	5,995	27.50%	23,565	27.29%	-275	-1.17%	5,478	26.70%	22,089	26.26%	1,201	5.44%
Adult Non-Fiction	3,801	17.22%	14,674	17.28%	3,626	16.64%	15,070	17.45%	-396	-2.63%	3,803	18.54%	14,867	17.68%	-193	-1.30%
Fiction - Juvenile	6,264	28.39%	23,863	28.10%	6,061	27.81%	22,599	26.17%	1,264	5.59%	4,945	24.10%	20,760	24.68%	3,103	14.95%
Non-Fiction - Juvenile	1,745	7.91%	6,283	7.40%	1,632	7.49%	6,231	7.22%	52	0.83%	1,454	7.09%	5,763	6.85%	520	9.02%
Periodicals	147	0.67%	555	0.65%	168	0.77%	694	0.80%	-139	-20.03%	140	0.68%	641	0.76%	-86	-13.42%
Periodicals - Juvenile	36	0.16%	121	0.14%	49	0.22%	109	0.13%	12	11.01%	23	0.11%	77	0.09%	44	57.14%
Print Subtotal	17,931	81.26%	68,786	80.99%	17,531	80.43%	68,268	79.06%	518	0.76%	15,843	77.22%	64,197	76.33%	4,589	7.15%
Microforms	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
ILL	10	0.05%	15	0.02%	1	0.00%	14	0.02%	1	7.14%	0	0.00%	17	0.02%	-2	-11.76%
Soundrecordings	445	2.02%	1,744	2.05%	429	1.97%	1,850	2.14%	-106	-5.73%	496	2.42%	2,200	2.62%	-456	-20.73%
Videorecordings	2,944	13.34%	11,707	13.78%	3,171	14.55%	13,623	15.78%	-1,916	-14.06%	3,339	16.27%	14,615	17.38%	-2,908	-19.90%
Media	8	0.04%	21	0.02%	8	0.04%	20	0.02%	1	0.00%	0	0.00%	5	0.01%	16	0.00%
Software	15	0.07%	39	0.05%	11	0.05%	57	0.07%	-18	-31.58%	1	0.00%	30	0.04%	9	30.00%
Equipment/Realia	49	0.22%	212	0.25%	60	0.28%	253	0.29%	-41	-16.21%	136	0.66%	208	0.25%	4	1.92%
Suppressed Items	16	0.07%	39	0.05%	15	0.07%	71	0.08%	-32	-45.07%	23	0.11%	58	0.07%	-19	-32.76%
Videorecordings - Juvenile	394	1.79%	1,495	1.76%	363	1.67%	1,379	1.60%	116	8.41%	321	1.56%	1,508	1.79%	-13	-0.86%
Audiorecordings - Juvenile	26	0.12%	139	0.16%	47	0.22%	138	0.16%	1	0.72%	69	0.34%	328	0.39%	-189	-57.62%
Media - Juvenile	223	1.01%	715	0.84%	151	0.69%	614	0.71%	101	16.45%	120	0.58%	517	0.61%	198	38.30%
Software - Juvenile	6	0.03%	24	0.03%	10	0.05%	63	0.07%	-39	-61.90%	10	0.05%	28	0.03%	-4	-14.29%
Non-Print Subtotal	4,136	18.74%	16,150	19.01%	4,266	19.57%	18,082	20.94%	-1,932	-10.68%	4,515	22.01%	19,514	23.20%	-3,364	-17.24%
Total	22,067		84,936	100.00%	21,797		86,350		-1,414	-1.64%	20,517		84,105		1,225	0.99%



POUGHKEEPSIE PUBLIC LIBRARY DISTRICT

MANAGER'S MONTHLY REPORT

Manager Name and Title: Alison Francis, Youth Outreach Coordinator

Department: Youth Services

Time Period of Report: April 2025

Focus Activity: class visits for multiple grades at Violet Ave School

Intended Outcome(s) of Focus Activity: To inform elementary students about the public library - what kinds of resources and programs they can attend and how to get a library card. In addition, give students the opportunity to talk about what they like to read.

Manager Observations of Activity and Outcomes: Violet Avenue School requested that librarians come to speak with the students in the Kindergarten, First and Second grade classes to speak about the Library, its resources and programs as well as how to get a library card.

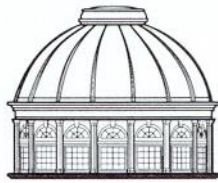
On the morning of April 28th, Youth Services Librarians Liz Asta and Alison Francis visited a total of 6 classes, 159 students, and for each class talked about the public library, programs and resources for their age group, how to sign up for a library card and ended each class visit with a read aloud.

Impact of Activity: The students and teachers in the classes were very enthusiastic about having us visit their classes to talk about the library and their experiences at the public library. The visits were filled with energetic exchanges about books and their favorite things to read. The teachers were very excited to host us and already mentioned that they may plan field trips to the library as well as have us return next school year.

Class visits are a vital part of Youth Services Outreach. Feedback from teachers who bring their students to the Library or host visits in their classroom have highlighted that these visits enable students to talk about what they have been learning and reading which reinforces what they do in the classroom.

These visits also help to support the attitude and habit in youngsters to view the public library as a useful, fun and routine part of their lives.

Date of Report: 4/29/2025



POUGHKEEPSIE PUBLIC LIBRARY DISTRICT

MANAGER'S MONTHLY REPORT

Manager Name and Title: Beth Vredenburg, Head of Branch & Extension Services

Department: Branch and Extension Services

Time Period of Report: April/May 2025

Focus Activity: There are many activities going on in the branches and extension services. For this report, I'm focusing on Rover stops for summer/fall 2025

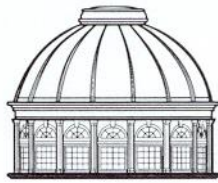
Intended Outcome(s) of Focus Activity: collection development, weeding and rearranging collection, starting new stops in Summer

Manager Observations of Activity and Outcomes: We went through the entirety of the current Rover collection and reworked the shelves, so that the books on the lobby stop carts are more dynamic and functional. We have just added new large print books, which are in high demand at the living facilities.

We will be starting Rover stops to Waryas Park every other week over the summer, with possible stops at Walkway over the Hudson, pending permits.

Impact of Activity: We are planning to start some new park stops over the summer and two new college stops, along with two new living facility stops by fall. We are now working through the scheduling and staffing needs. We will use the data we collect over the summer and fall to help us decide what of the new stops will work for next year.

Date of Report: 5/6/2025



POUGHKEEPSIE PUBLIC LIBRARY DISTRICT

MANAGER'S MONTHLY REPORT

Manager Name and Title: Gary E. Killmer, Network Analyst

Department: Information Technology

Time Period of Report: April 2025

Focus Activity: All of PPLDs Technology is up and running as expected. Replace OPAC OS with modern lightweight alternative to Windows, Beginning of Munis migration to SaaS, Symantec AV troubleshooting. Supported numerous programs requiring IT support throughout the month

Intended Outcome(s) of Focus Activity: To maintain consistent technology operations, experiences and support across PPLD branches.

Manager Observations of Activity and Outcomes: The OPAC OS is in the process of being converted from Windows to a fast cheap alternative. This conversion will allow us to continue using legacy hardware rather than purchasing new hardware.

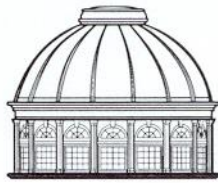
Munis migration will free up local resources by giving the Finance Department more control over necessary updates and resolving issues.

Symantec was successfully troubleshooted by our new staff member and Symantec support.

Impact of Activity: The OPAC changes will save the library around \$10,000 in upgrades that would have been necessary if we had stayed with a Windows based system.

Munis will no longer be locally hosted, allowing IT Staff to focus more on other tasks. Symantec running is necessary to remain a virus free environment.

Date of Report: 5/9/2025



POUGHKEEPSIE PUBLIC LIBRARY DISTRICT

MANAGER'S MONTHLY REPORT

Manager Name and Title: Kristin Charles-Scaringi, Head of Borrower & Technical Services

Department: Borrower and Technical Services

Time Period of Report: April 2025

Focus Activity: Thinking about different staff roles in the department

Intended Outcome(s) of Focus Activity: Provide patrons with reliable and consistent customer service. Prepare materials for the shelves in a timely manner.

Manager Observations of Activity and Outcomes: The Borrower and Technical Services Department is the largest department in the district and our staff work at all three branches and the bookmobile. It is important to understand the needs of each branch, the skills of our staff members, and the positions we have. It is my top priority that staff, especially when working on the circulation desk, are educated and empowered to share valuable and correct information with the public. However, I know that we are all human and can't know everything. As manager, I have been looking at what tasks and responsibilities are associated with various positions, so that we all focus on specific areas without being overwhelmed with too much information. However, we also have to keep in mind that flexibility and cross-training are the key traits we need to focus on, so all staff members feel comfortable and knowledgeable to work where the need is greatest.

The staff who focus on scheduling for our large department work very hard to make sure we can provide consistent customer service throughout the district and also meet the needs of staff needing time off. This is especially true as we head into the vacation season.

Impact of Activity: Focusing on what each staff member does in the respective Civil Service positions will allow me to provide a structure to the department's organization that is reflective of the needs of the district and the talents and skills of our staff.

We held a Boardman-specific department meeting in April to discuss things affecting the branch. I continue to try and work off-desk at least once a week at Boardman to be available to staff and observe.

Date of Report: 5/9/2025



POUGHKEEPSIE PUBLIC LIBRARY DISTRICT

MANAGER'S MONTHLY REPORT

Manager Name and Title: Kira Thompson, Head of Reference & Adult Services

Department: Adult Services

Time Period of Report: April 2025

Focus Activity: Mexican Consulate on Wheels

Intended Outcome(s) of Focus Activity: Facilitate the Mexican Consulate in providing much needed documentation and paperwork to Mexican citizens residing locally.

Manager Observations of Activity and Outcomes: The Mexican Consulate on Wheels had its first visit to Poughkeepsie this year, April 8th-12th. Once again, the library partnered with MHLS to utilize the Auditorium space, which has proven to be an excellent venue for this program.

This visit was our most successful yet, serving 923 individuals. The consulate provided passports, renewals, dual citizenship and birth certificates, many for children. In addition to the Consulate activities, PPLD/MHLS, in partnership with Revolucion Radio and the Hispanic Federation, were also able to provide the following services and programs on various days during the Consulate visit:

- -Prostate Cancer Screenings
- -Information on obtaining Health Insurance
- -Information on Higher Education and Scholarships
- -Financial Workshops
- -2 Pallets of shelf stable foods and fresh fruits/vegetables for giveaway, generously donated by the Hispanic Federation

Impact of Activity: Between the number of community members that were able to process documents via the Consulate, as well as all of the other organizations and groups that spent time speaking to patrons and providing information about local services, this was the most impactful Mexican Consulate visit yet. We are so thankful for all of our partners, and hope to see similar results for the two visits we have planned later this year. Huge thanks to our librarian trainee, Elva Margarita Corbaton, and Felipe Santos, for all of their continued efforts to make this service an unmatched success.

Date of Report: 5/9/2025



POUGHKEEPSIE PUBLIC LIBRARY DISTRICT

MANAGER'S MONTHLY REPORT

Manager Name and Title: Michele Muir, Development Officer

Department: Advancement

Time Period of Report: April 2025

Focus Activity: Gearing up for Big Read and May program promotion

Intended Outcome(s) of Focus Activity: We started Big Read preparation with concept development – settling on “Eve of Revolution”. We then held staff and dept. meetings, began website page design, and created visuals including flyers for school involvement. We needed fine-tuning of address lists and to customize messaging for schools and to separate the appeal for public activity with other libraries and book clubs.

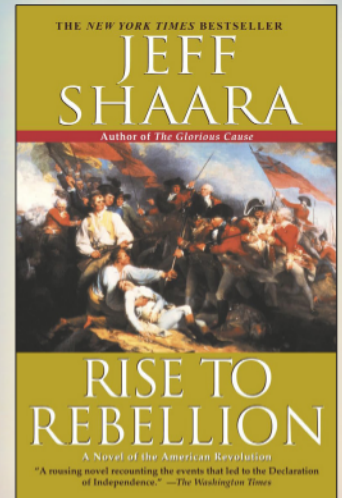
Manager Observations of Activity and Outcomes: Both internal and external communications are important parts of this major program that PPLD executes. We have spent and will continue to spend considerable time working within the PIO group, with staff from Adult and Youth Services, with The Art Effect to create a Professional Development session and in-school residencies, and with teacher librarians from all schools in the district.

Impact of Activity: We have settled on book selections and the vendor, author contracts with itineraries in development, sent Google requests for participation to all district schools, including schools where students who live in the Library district attend. In May, we will be following up on responses, ordering books, and developing itineraries based on feedback.

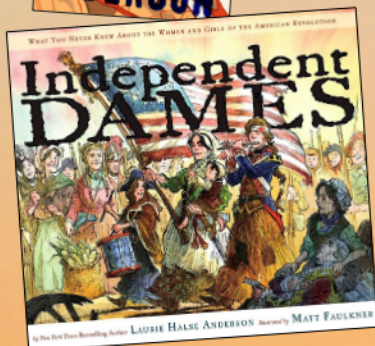
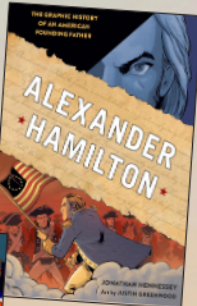
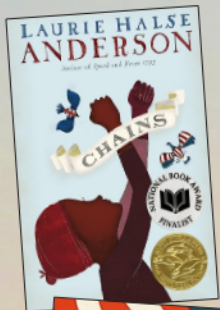
Date of Report: 5/12/2025

POUGHKEEPSIE BIG READ 2025 EVE OF REVOLUTION

Gathering the community around great books.



YOUTH TITLES



PROFESSIONAL DEVELOPMENT WORKSHOP

► Tuesday, August 26

SPEAKING ENGAGEMENTS THIS FALL

- Jeff Shaara: October 18 (open to the public)
- Laurie Halse Anderson: November 5-7 (open to schools)
- Stacy Schiff, author of *The Revolutionary: Samuel Adams* (tentative)

Above: Our keynote title for adult readers, *Rise to Rebellion* by Jeff Shaara

Youth titles will include *Chains* by Laurie Halse Anderson, the compelling first novel in the *Seeds of America* series, *Alexander Hamilton: The Graphic History of an American Founding Father* by Jonathan Hennessy and Justin Greenwood, *Rebellion 1776* by Laurie Halse Anderson, and *Independent Dames* by Laurie Halse Anderson.

Scan the QR code or visit bit.ly/BR25info to sign up for this year's Big Read and to receive more information.



Poughkeepsie Public Library District
Organizational Assessment in Preparation for Leadership Transition
Fall 2025

The Library District seeks a consultant in support of an organizational assessment to prepare for the eventual leadership transition upon the retirement of its current Library Director who has served in the position for the past 30 years.

The assessment's primary objective is to solidify and articulate the Library District's administrative infrastructure so that

- the next Library Director will lead an organization that has a clearly defined administrative structure, and
- employees will understand the reasons and benefits of organizational change as part of leadership transition.

The Board of Trustees does not micro-manage the organization, but it regards leadership transition and the delegation of authority as important aspects of its fiduciary responsibilities. Ensuring that all administrators and managers have the authority to make decisions consistent with the administrative structure is critical to the overall success of the Library District's mission. The Library District recognizes the need for ongoing manager training to guarantee equity throughout the organization.

In support of these objectives, the following scope of work is proposed.

- Initial Intake
 - Meet with organizational leadership to gain insights into the purpose and goals for the assessment
 - Set the direction for the project and establish priorities and protocols for gathering information and data
- Organizational Survey
 - Design Preparation
 - Discussion among Board leadership, including the Chair of the Planning Committee and the President
 - Review of organizational chart and background with Library Director
 - Individual conversations held with the Library Director and Human Resources Officer to gain trust and clarity
 - Focus group with Administrative Council membership to identify challenges and needs to better fulfill their responsibilities as managers
 - Design
 - Determination of questions

- Determination of delivery method
- Consultation with Library Director re: draft materials
- Delivery
 - Distribute survey
 - Encourage response
- Findings and Analysis
 - Exploring data and establishing conclusions and recommendations based on the data collected through leadership planning meetings, the focus group, interviews, and observation, paying particular attention to organizational capacity and employee satisfaction with regards to two-way organizational communications. Findings are established based on data received, best practices, and the consultant's extensive experience with organizational development, assessment, and succession planning.
- Reporting
 - The consultant will prepare a final report that will detail findings and recommendations that can guide organizational development, including modifications to organizational structure and the decision-making hierarchy. Recommendations need to reflect the challenges and opportunities presented by the Library District's Civil Service and collective bargaining environment.
 - The final report will be presented to the Board of Trustees and will include detailed findings and recommendations for discussion and possible action items.
 - At a minimum, a summary report will be provided to the staff in a manner and at what detailed to be determined and approved by the Board of Trustees.

The final report's findings and recommendations will inform the Library District's strategic planning activities, which will be completed by the Board of Trustees and the Administration and is not included in the engagement described above.

POUGHKEEPSIE PUBLIC LIBRARY DISTRICT**Minutes and Actions**

Meeting: Board Development & Policy Committee	Date: Monday, April 29, 2025						
Attendance <table> <tr> <td><u>Trustees Present</u></td> <td><u>Staff Present</u></td> <td><u>Guest(s) Present</u></td> </tr> <tr> <td> <input type="checkbox"/> Mayra Fana <input checked="" type="checkbox"/> Patricia Ferrer <input type="checkbox"/> Moira Fitzgibbons, <i>President</i> <input checked="" type="checkbox"/> Jonathan McPhee, <i>Chair</i> <input checked="" type="checkbox"/> Sheila Newman <input checked="" type="checkbox"/> Laurel Spuhler </td> <td> <input checked="" type="checkbox"/> Tom Lawrence, Library Director <input type="checkbox"/> Other: </td> <td> <input type="checkbox"/> </td> </tr> </table>		<u>Trustees Present</u>	<u>Staff Present</u>	<u>Guest(s) Present</u>	<input type="checkbox"/> Mayra Fana <input checked="" type="checkbox"/> Patricia Ferrer <input type="checkbox"/> Moira Fitzgibbons, <i>President</i> <input checked="" type="checkbox"/> Jonathan McPhee, <i>Chair</i> <input checked="" type="checkbox"/> Sheila Newman <input checked="" type="checkbox"/> Laurel Spuhler	<input checked="" type="checkbox"/> Tom Lawrence, Library Director <input type="checkbox"/> Other:	<input type="checkbox"/>
<u>Trustees Present</u>	<u>Staff Present</u>	<u>Guest(s) Present</u>					
<input type="checkbox"/> Mayra Fana <input checked="" type="checkbox"/> Patricia Ferrer <input type="checkbox"/> Moira Fitzgibbons, <i>President</i> <input checked="" type="checkbox"/> Jonathan McPhee, <i>Chair</i> <input checked="" type="checkbox"/> Sheila Newman <input checked="" type="checkbox"/> Laurel Spuhler	<input checked="" type="checkbox"/> Tom Lawrence, Library Director <input type="checkbox"/> Other:	<input type="checkbox"/>					
Minutes Prepared By: T. Lawrence							

The meeting convened at 6:35pm. Attendance is noted above.

1. Business Items: The following business was conducted:

- **Policy Inventory:** Lawrence shared with the Committee policy inventory documents. General discussion on what policies may need to be added. The documents need to be updated to reflect correct status with regards to latest revision dates.
- **Trustee Election:** Lawrence advised the Committee that one trustee term is up for election in 2025 (Blazek). The Board authorized the election by resolution at the February trustee meeting. Although the incumbent has elected to not run, an individual in the Town has volunteered to run and will circulate petitions.
- **In-Meeting Board Education:** There was general discussion about in-meeting education. At the meeting on May 29, labor counsel will discuss the intersection of Civil Service law, NYS Labor law, and the collective bargaining agreement. In June, there will be a presentation on the Library District's IT infrastructure, and a future meeting will have a presentation on the Library District's digital offerings.

2. Items Forwarded to the Board of Trustees for Approval:

- Nothing at this time.

3. Upcoming Agenda Items:

- Continued review of the policy inventory.

The meeting adjourned at 7:25pm.

Next Scheduled Meeting Date

Monday, July 7; 6:30pm
(date, time, and location subject to change)

POUGHKEEPSIE PUBLIC LIBRARY DISTRICT**Minutes and Actions**

Meeting: Finance Committee		Date: Monday, May 19, 2025
Attendance		
<u>Committee Members Present</u>	<u>Other Trustees Present</u>	<u>Guest(s) Present</u>
<input checked="" type="checkbox"/> Dianne Blazek <input checked="" type="checkbox"/> Sean Eagleton, <i>Chair</i> <input checked="" type="checkbox"/> Mayra Fana <input checked="" type="checkbox"/> Moira Fitzgibbons, <i>President</i> <input checked="" type="checkbox"/> Debbie Nichols <input checked="" type="checkbox"/> Patricia Ryan, <i>Treasurer</i>	<input type="checkbox"/> <u>Staff Present</u> <input checked="" type="checkbox"/> Tom Lawrence, Library Director <input checked="" type="checkbox"/> Rebecca Gillis, Business Manager <input type="checkbox"/> Nicholas MacDermott, Human Resources Officer	<input type="checkbox"/>
Minutes Prepared by: T. Lawrence		

The meeting convened at 6:30pm in the Greenspan Board Room at Adriance Memorial Library.

1. Business Items: The following topics were discussed:

- **Monthly Finance Report:** The draft report which was previously distributed received no comments or questions.
- **2025 Budget:** Lawrence explained that the 2025 budget will be revised after receipt of the 2025 Greene Fund distribution.
- **2026 Budget:** Until the 2025 budget is revised and additional information is received, drafting a 2026 budget is difficult. The Committee had an extended discussion on the likely need for a tax cap override and at what number. The Committee asked that a draft budget be developed with no more than a 5% increase in the levy but preferring to see it at closer to 4%.
- **Online Banking:** Gillis and Lawrence reviewed a proposed policy on online banking. The Committee provided additional input. A final draft policy will be sent to the Board of Trustees at either their May or June meeting.

2. Items Forwarded to the Board of Trustees for Approval:

- Monthly financial report.
- Online banking policy

3. Upcoming Agenda Items:

- 2026 Budget
- Inventory of capital needs.
- Multi-year budget planning.

Next Scheduled Meeting(s) Date

June 16, 2025; 6:30pm

Greenspan Board Room - Adriance Memorial Library
(time, date, and location subject to change)

Personnel Actions

Recommended By

Human Resources Officer

Current Situation

The Board of Trustees is the appointing authority for all personnel appointments, whether as a staff hire or as a contract employee. Resignations must also be received and acted upon by the Board of Trustees upon the recommendation of the Library Director.

Pending Personnel Actions

Detailed in table below.

Employee Name/Number	Civil Service Title	Type of Action	Effective Date(s)	Salary
Alejandro Franqui-Ferrer	Library Clerk (Hourly)	Temporary Appointment	6/1/2025 – 8/31/2025	\$23.15/hr
Andrew Morgan	Librarian II (FT)	Correction of Salary	5/5/2025	\$70,823/yr Step 2 + 10YL
Bruce Sullivan	Network Analyst (PT)	Temporary Appointment	6/1/2025 – 8/31/2025	\$41.36/hr

Action Requested

MOVED that the Board of Trustees of the Poughkeepsie Public Library District approve the personnel actions listed above.

Motion

Moved _____
Seconded _____

Result of Action

In Favor _____
Against _____
Abstaining _____

Old Business Fact Sheet

Approval of Revised Annual Friends Support for 2025

Recommended By	Library Director
Background Information	The Friends of the Poughkeepsie Public Library and the Library District work cooperatively with each other in various fundraising activities. The Friends fund many advocacy and support tasks critical to the Library District. Each year, the level of support should be quantified and each organization's governing board should recognize and document this support.
Current Situation	The attached documents the revised annual support the Friends will provide to or on behalf of the Library District in 2025.
Action Requested	MOVED that the Board of Trustees of the Poughkeepsie Public Library District approve the annual statement of support provided by the Friends of the Poughkeepsie Public Library District in support of 2025 Library District programs and services, as described in PPLD Document #052925 - 9A.

Motion	Moved _____
	Seconded _____

Record of Vote	Trustee	Yes	No	Abstain
	Blazek	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Eagleton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Fana	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Ferrer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Fitzgibbons	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	McPhee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Newman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Nichols	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Nurre	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Ryan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Spuhler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ANNUAL AGREEMENT - 2025 (revised)
FRIENDS OF PPLD - PPLD

PPLD Document #052925 - 9A

The Friends of the Poughkeepsie Public Library District (Friends) and the Poughkeepsie Public Library District (Library District) agree to this annual statement of Friends support of the Library District's programs and services:

Month	Event	Friends Support	
January	Annual Rent	as per agreement	\$ 100
	2024 Utility and Plow Charges	as per agreement (estimate)	23,854
	MLK Breakfast	1/24: share table cost with PPLD	650
March	Poughkeepsie Children's Book Festival	3/29: event support; kids' vouchers	20,000
Summer	Summer Reading Program	general support	5,000
September	Staff Development Day	9/26: light breakfast, light lunch, staff service awards	6,000
October	Big Read	general support	25,000
December	Gingerbread House Program	general support	3,000
	Operation Warm	support of winter coat distribution	15,000
May	Van Replacement		43,000
TBD	Dolly Parton Imagination Library (Year 1 of 2)	support of literacy outreach program	7,500
TBD	Mid-Hudson Discovery Museum Pass	revive museum pass program	2,500
TBD	Literacy Book Bundles - Updates	update packets previously funded	3,500
		Total	\$ 155,104

Understood and approved by the following for 2025:

Moira Fitzgibbons

President, PPLD Board of Trustees

Norma Vazquez

President, Friends of PPLD

Signature

Signature

Date of Document: May 22, 2025

New Business Fact Sheet

Approval of CBA Addendum: Revisions Related to Domestic Partner Health Insurance

Recommended By

Human Resources Officer

Current Situation

The Labor – Management Committee has reviewed proposed modifications to the current collective bargaining agreement and recommend the modifications in PPLD Document #052925 – 5A.

Action Requested

MOVED that the Board of Trustees of the Poughkeepsie Public Library District approves the CBA addendum attached as PPLD Document #052925 - 5A.

Motion

Moved _____

Seconded _____

Record of Vote**Trustee****Yes****No****Abstain**

Blazek

☐☐☐

Eagleton

☐☐☐

Fana

☐☐☐

Ferrer

☐☐☐

Fitzgibbons

☐☐☐

McPhee

☐☐☐

Newman

☐☐☐

Nichols

☐☐☐

Nurre

☐☐☐

Ryan

☐☐☐

Spuhler

☐☐☐

ADDENDA #3

to

Agreement

by and between the

Poughkeepsie Public Library District

and

CSEA, Local 1000 AFSCME, AFL-CIO, Poughkeepsie Public Library District, Dutchess County Local 814

January 1, 2025 – December 31, 2027

The parties signing below agree to the following additions to the Agreement:

ARTICLE XXI: HEALTH INSURANCE

SECTION 1: Full-time employees of the Library District shall be entitled to health insurance coverage with the New York Empire Plan of Hospitalization and Major Medical Benefits **(commonly referred to as NYSHIP) or the MVP EPO Plan.** ~~In addition, full-time employees of the Library District shall be entitled to elect for optional HMO coverage, as provided by the Library District.~~

All full-time employees hired prior to October 26, 2022, who participate in the health insurance program shall pay twelve (12%) percent of their premium for either individual or family coverage.

All full-time employees hired on or after October 26, 2022, who participate in the health insurance program shall pay fifteen (15%) percent of their premium for either individual or family coverage.

Effective January 1, 2026, the employee contribution towards health insurance shall be increased by 0.75%. Effective January 1, 2027, the employee contribution towards health insurance shall be increased by 0.75%.

SECTION 2: A full-time employee of the Library District shall, at the employee's election, receive an annual cash payment in the event such employee elects to refrain from enrollment in the hospitalization and medical insurance program otherwise offered by the Library District. Subject to the enrollment rules of the hospitalization and medical plans, any employee electing to refrain from coverage may re-enroll at the earliest opportunity permitted by any such plan. In the event an employee elects to refrain from coverage during the year, or elects to rejoin during the year, the cash payment shall be prorated so as to reflect the portion of the year during which the employee was in the employ of the Library District and refrained from enrollment within the hospital or medical plans. The form to be utilized by the Library District shall contain a provision suggesting that the employee consult with the CSEA Unit President or designee prior to executing the form. The Library District shall advise the CSEA Unit President or designee in writing when an employee makes application.

The cash payments shall be \$2,700 for an employee with a family plan and \$1,350 for an employee with an individual plan. This cash payment shall be paid on a quarterly basis, at the end of the quarter. An Employee whose spouse or parent is also employed by the Library District, and who is covered under their spouse/parent's family health insurance plan with the Library District, shall not be eligible for the health insurance buyout.

SECTION 3: The Library District will maintain a Flex 125 program.

SECTION 4: A part-time employee may join the HMO health plans offered by the Library District, if the employee pays the entire cost of the premium and if the plan allows part-time participation.

SECTION 5: Full-time employees of the Library District represented by the Union shall be entitled to the New York Empire Plan of Hospitalization and Major Medical Benefits (**NYSHIP**) in retirement so long as they have had ten (10) years of continuous Library District service immediately preceding retirement. All retirees participating in the health insurance program shall pay fifty (50%) percent of the premium for individual retiree coverage. If enrolled in family retiree coverage, the retiree shall contribute fifty (50%) percent of the cost of the individual premium as well as sixty-five (65%) percent of the difference between the cost of the individual and applicable family plan premium. An annual letter will be provided to all retirees in which the cost of their health insurance in retirement will be explained.

SECTION 6: Domestic partners may be covered under the family health insurance plan pursuant to the following **and subject to the health plan's rules and requirements:**

- A. A domestic partnership is defined as one in which the partners must be 18 years of age or older, unmarried and not related by marriage or blood in a way that would bar marriage, reside together, involved in a committed (lifetime) rather than casual relationship, and have responsibility for each other's welfare and financial obligations.
- B. The **rules and** requirements for coverage of a domestic partnership shall be set by the health plan. The Unit member requesting such coverage shall execute a Domestic Partner Affidavit, and provide any required documentation, including proof of cohabitation and evidence that an economically interdependent relationship exists between the employee and the domestic partner. **Further, the unit member may enroll the domestic partner's dependents, if permitted by the health plan.**
- C. Termination of the relationship shall be reported to the Library **District** within thirty days. **Termination of coverage shall be in accordance with the health plan's rules and requirements.**
- D. The Unit member applying for domestic partner coverage shall be responsible for all federal and state income tax payments.

FOR POUGHKEEPSIE PUBLIC LIBRARY DISTRICT

Library Director

Date

FOR CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

David A. Rude

Unit President

5/12/2025

Date

Jordan [Signature]

Labor Relations Specialist

5/12/25

Date

New Business Fact Sheet

Authorization to Sign Contract: Annual Boardman Road HVAC Maintenance

Recommended By

Finance Manager

Current Situation

The Co-Head of Building Services solicited quotes for HVAC maintenance services for the Boardman Road Branch Library. Due to the combined responsibility for both maintenance and software controls, only one vender met the qualifications. Administration recommends contracting with Technical Building Services, Inc. for the period of June 1, 2025 – May 31, 2026.

Action Requested

MOVED that the Board of Trustees of the Poughkeepsie Public Library District authorizes the Finance Manager to sign the annual Boardman Road HVAC Maintenance agreement with Technical Building Services, Inc. as detailed in attached PPLD Document #052925 - 6A and for an amount not to exceed \$13,320.

Motion

Moved _____

Seconded _____

Record of Vote**Trustee****Yes****No****Abstain**Blazek ☐☐☐☐Eagleton ☐☐☐☐Fana ☐☐☐☐Ferrer ☐☐☐☐Fitzgibbons ☐☐☐☐McPhee ☐☐☐☐Newman ☐☐☐☐Nichols ☐☐☐☐Nurre ☐☐☐☐Ryan ☐☐☐☐Spuhler ☐☐☐☐



Custom Maintenance Agreement

Proposal # 25CMB008
Date March 17, 2025
Page 1 of 8

By and Between
Technical Building Services, Inc.
 - and -
Poughkeepsie Library
93 Market Street
Poughkeepsie, NY 12601

Services to be provided at the following locations:

Boardman Library
141 Boardman Road
Poughkeepsie, NY 12601

TBS shall provide the following services:

Building Automation System Maintenance

Custom Maintenance Agreement shall commence on June 1st, 2025
 All for the Annual sum of Thirteen Thousand Three Hundred Twenty &00/100
words

Dollars \$13,320 figures *** Note see additional services page for multi-year agreement details ***

Invoices will be issued semi-annually as agreed.

Important: The second page of this agreement for general provisions and limitations of liability that are part of this agreement.

This written agreement constitutes the entire agreement for services herein described and according to the attached Schedule (s) which is a part hereof page 1 thru _____

Technical Building Services, Inc.
 By Courtney Black
Courtney Black
 Title Account Manager
 Date March 17, 2025

Accepted By
 By _____

 Title _____
 Date _____
 P.O. # _____

Technical Building Services, Inc.

General Provisions & Limitations of Liability

Proposal #
Page # 2 of

25CMB008
8

1. This agreement applies only to equipment installed prior to effective date of this agreement and as described in this agreement. Normal working hours 8 a.m. to 5 p.m. Monday through Friday, excluding holidays will apply to all services, unless otherwise stated, including major repairs performed under this agreement.
2. This agreement assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these restoration charges be declined, those non maintainable items will be eliminated from the program and the agreement price adjusted accordingly.
3. It is agreed that the customer shall provide reasonable means of access to all devices which are to be maintained. Normal operation such as starting, stopping and resetting of the listed equipment is not included in this program. However, Technical Building Services, Inc. shall be permitted to start and stop all primary equipment incidental to the operation of the mechanical system
4. If the system is modified, changed or altered, or if any equipment is added, or if the system is removed within the premises or to other premises, Technical Building Services, Inc., at its sole option, reserves the right to terminate or re-negotiate this agreement based on the condition of the system after the changes have been made.
5. It is agreed that the contract price shall be adjusted yearly; such adjustments shall be consistent with current labor and material costs. This agreement may be terminated after its initial term on the anniversary of its effective date by either party by giving written notice a minimum of 30 days prior to the that anniversary date.
6. Technical Building Services, Inc. shall not, under any circumstances, be liable for injury to persons or damage to property unless such injury or damage is caused by a negligent act of omission or commission by Technical Building Services, Inc.' agents, employees or subcontractors.
7. Technical Building Services, Inc. and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by TBS impractical: strikes, fires, war, acts of God, late or non-delivery by suppliers of TBS, and all other contingencies beyond the reasonable control of TBS. Under no circumstances shall TBS be liable for any special or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, and impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall TBS's liability exceed the purchase price paid under this contract.
8. The Customer shall pay Technical Building Services, Inc., in addition to the contract price, the amount of all present and future taxes or any other government charge now or hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this agreement relates, exclusive of ordinary personal property taxes assessed against TBS.
9. It is agreed that the customer shall assume responsibility and pay extra for all service and material required due to, but not limited to, electrical power failure, low voltage, burned out main or branch fuses, low water pressure, corrosion or lightning strikes.
10. The customer is responsible for the addition of any items of equipment or performance of any safety test or corrections in design as recommended or required by insurance companies, government, state, municipalities or other authorities.
11. The customer is responsible for the indoor air quality and/or asbestos/abatement issues for their facility. performing such service calls, including but not limited to, thermostat setting, air balancing or equipment resetting.
12. In the event Stark Tech. is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond Stark Tech's control, the customer shall reimburse Stark Tech for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the established rate for performing such service calls, including but not limited to, thermostat setting, air balancing or equipment resetting.
If equipment becomes non-repairable due to unavailability of replacement parts, Technical Building Services, Inc., at its option, may remove the equipment from the contract and will not be required to maintain or service such equipment as a part of this agreement. However, TBS will assist the owner in replacing the equipment at prevailing service rates.
13. The customer is responsible for the replacement or repair of non-moving parts of the heating, cooling and ventilating systems, such as duct work, boiler shell and tubes. boiler refractory and complementary equipment, for example but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines, domestic water lines, refrigerant piping,
14. pneumatic tubing, converter shell and tubes, heating or cooling coils, valves and electrical/control wiring. The labor and material cost to replace, remove and install valves and dampers is not included.
15. Technical Building Services, Inc. reserves the right to discontinue this maintenance service agreement at any time, without notice, unless all payments under this contract shall have been made as agreed.
16. Technical Building Services, Inc. reserves the right to bill hours if Remote Connectivity is lost and not restored in a reasonable amount of time.
17. Pricing is based on current tariff rates. Any new or increased tariffs, duties, or taxes imposed after this proposal date may result in price adjustments. Technical Building Services, Inc. reserves the right to revise pricing accordingly, with notice to the customer.

Technical Building Services, Inc.

Building Automation Systems Schedule

Proposal # 25CMB008
Page # 7 of 8

TBS agrees to furnish maintenance in accordance with the terms below:

Services Performed

	<u>Included</u>	<u>Not Included</u>	<u>Times Per Year</u>	
1.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4x	Preventive Maintenance
a.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2x	Database Backup
b.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2x	Database Verification
c.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2x	Hardware System Support
d.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2x	Application Software Support
2.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		*Emergency Service 24 hours per day - 7 days a week - 365 days a year
3.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Repair Labor to Replace Failed Parts
4.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Failed Parts Coverage
5.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Server Software Revision Upgrades
6.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		**System Training
7.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		***Remote System Support

Clarifications

Legacy products are excluded from all coverages except standard Preventive Maintenance service

* Emergency Service coverages are to include dispatching a technician to site, and diagnosing the issue.

It does not include the actual repair labor.

**System Training to be conducted at Stark Tech / TBS office

***Client must maintain connectivity for the term of this agreement or service will become billable.

All Personal Computers, Laptops, Tablets, Cell Phones used to access systems are excluded from all coverages.

For more information please refer to Provisions & Limitations of Liability on Page 2

New Business Fact Sheet
 Authorization to Sign Contract: Appraisal Services

Recommended By Finance Manager

Current Situation The Library District's insurance company has asked for an updated appraisal of valuable contents. A field visit from Art Peritus in April has resulted in a quote for appraisal services that will both meet the requirements for insurance plus update the Library District's inventory of valuable contents (both artifacts and papers).

Action Requested **MOVED** that the Board of Trustees of the Poughkeepsie Public Library District authorizes the Finance Manager to sign the proposal for appraisal services with Art Peritus as detailed in attached PPLD Document #052925 - 7A for an amount not to exceed \$15,000.

Motion Moved _____
 Seconded _____

Record of Vote	Trustee	Yes	No	Abstain
	Blazek	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Eagleton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Fana	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Ferrer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Fitzgibbons	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	McPhee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Newman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Nichols	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Nurre	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Ryan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Spuhler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

13 May 2025

Poughkeepsie Public Library District
Tom Lawrence, Library Director
93 Market Street, Poughkeepsie, NY 12601

This document confirms our agreement as to the preparation of an Appraisal Report of six works of fine art and five groups of archives for Insurance purposes. The fine art will be appraised at a Retail Replacement Value to be scheduled to establish an agreed value, whereas the archives will be valued at a Fair Market Value consistent with the current insurance policy. The archive appraisal will include the following collections:

- Thomas Barret/Dutchess County Art Association archive
- Walkway over the Hudson archive, including the papers of Carlton Mayberry
- Poughkeepsie Journal Archive
- FDR correspondence
- Manumissions collection

The property was previously inspected and photographed on 28 April 2025 and will be appraised by Art Peritus, LLC specialists. You represent and warrant that you own or are the custodians of the property free and clear of any claims, liens, encumbrances or interests of others. Art Peritus agrees, and all person(s) we employ or may employ for any research shall hold all information in the highest level of confidence. You agree that market research may require sharing artwork details (artist, title, year, medium, dimensions) with third parties. Any and all personal information, including your name and ownership, will remain confidential at all times. Art Peritus is committed to safeguarding the confidential nature of the appraiser-client relationship. To that end, Art Peritus complies with all confidentiality and privacy laws and regulations applicable to each assignment, including USPAP and the Gramm-Leach-Bliley Bank Modernization Act. Any and all limitations of research will be stated on the appraisal report.

In preparing the appraisal, specialists will review the current market for these works and update the value of the property. We will principally rely on standard appraisal methodology including stylistic analysis and sale prices of comparable property in the appropriate marketplace, it being understood that methods of scientific testing are outside our particular area of expertise. Scientific testing will be performed only pursuant to your specific written authorization under separate agreement.

The appraisal will be prepared solely for your Insurance purposes, and will be used by the owner, client and a designated broker, agent, accountant, attorney, and/or underwriter, solely for such purpose. Said Appraisal shall not be disseminated to, nor relied upon nor used by, any third party unrelated to the immediate purpose of this appraisal.

We have estimated the cost of this appraisal to be \$10,000 - \$15,000 based on the description listed above. This quote will be valid for 6 months from the date of this letter. Any changes/additions to the project including timeline may incur an additional charge. For payment options, two separate pricing structures shall apply: a cash price and a credit card price. The cash price shall be as listed above, payable by ACH or check, whereas the credit card price shall be \$10,299 - \$15,449. Please note that credit card payments are only available upon request. The remaining fee shall be due and payable upon completion of the written report and submission of the final invoice. After payment is received the written report will be sent via a complimentary PDF; a separate fee will be applied if a printed report is requested. If payment is not received within one month of the delivery of the final invoice, then a late fee of 1.5% shall be imposed each month. An additional fee will be charged for any required future services pertaining to this appraisal.

The appraisal will represent our best judgment and opinion as to the Retail Replacement Value of the artwork, and the Fair Market Value of the archives as of the date of report. However, the appraisal will not be a statement or representation of fact nor is it a representation of warranty with respect to authenticity, genuineness or provenance.

In consideration of our agreement to provide the services described herein, you and your agents hereby agree to release Art Peritus LLC and its Appraisers from and against any and all liability arising out of or relating to the services provided pursuant to this agreement, and you agree to indemnify, defend, and hold harmless Art Peritus LLC and its Appraisers, independent contractors, and employees (collectively, "AP") from and against any and all claims, actions, damages, losses, liabilities and expenses (including, without limitation, reasonable attorneys' fees and other reasonable professional fees) arising out of, or based upon, AP's provision of services under this agreement. Other than due to intentional wrongdoing done in bad faith or gross negligence, Art Peritus LLC shall not be liable to you, any of your representatives, or any third-party, for any services that Art Peritus provides to you under this agreement.

Any controversy or claim arising out of or relating to this contact, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

If you agree with these terms, please sign and return a copy of this letter to us at your earliest convenience.

Sharikay Sloboda

Sharikay Sloboda, Director
Art Peritus, LLC

Poughkeepsie Public Library District
Tom Lawrence, Library Director

Date



ART PERITUS

450 LEXINGTON AVENUE, #2269, NEW YORK, NY 10163
212.566.6626 • INFO@ARTPERITUS.COM

New Business Fact Sheet

Authorization to Sign Contract: Architectural Services

Recommended By Library Director

Current Situation The dome of Adriance Memorial Library needs an evaluation to determine if and where there are leaks and what remediation is necessary to mitigate against further deterioration.

Action Requested **MOVED** that the Board of Trustees of the Poughkeepsie Public Library District authorizes the Library Director to sign the proposal for architectural services with MASS Design Group as detailed in attached PPLD Document #052925 - 8A for an amount not to exceed \$15,000 and funded with Wojtecki Funds to the fullest extent practical.

Motion Moved _____
Seconded _____

Record of Vote	Trustee	Yes	No	Abstain
	Blazek	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Eagleton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Fana	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Ferrer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Fitzgibbons	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	McPhee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Newman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Nichols	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Nurre	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Ryan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Spuhler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

16 May 2025

Tom Lawrence
Executive Director
Poughkeepsie Public Library District
93 Market Street
Poughkeepsie, NY 12601

MASS Design Group

289 Main Street, Suite 101
Poughkeepsie, NY 12601

hello@massdesigngroup.org
+1 845 473 4003

massdesigngroup.org

Proposal for Architectural Consulting Services

Dear Tom,

Thank you for your hosting Justin and me on Friday May 2 to understand the needs of Adriance Memorial Library.

Following your request, we have drafted here a scope of services to assist you in solving some maintenance concerns, and look at the potential of renovations for possible new use patterns

Please don't hesitate to reach out with any questions or if further clarification is helpful—MASS is excited to continue supporting this important initiative.

Upon your written approval of this proposal, we will schedule the initial site visit and begin coordination with appropriate contractors and specialists.

Please do not hesitate to contact us with any questions or to discuss adjustments to the scope.

We look forward to supporting the Library District in this important work.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher Kroner", with a horizontal line drawn through it.

Christopher Kroner
Principal

Part A: Proposal for Services

Project Understanding

MASS Design Group has been asked to provide architectural consulting services to assist the Poughkeepsie Public Library District in addressing ongoing water infiltration issues at the historic Adriance Memorial Library, located at **93 Market Street, Poughkeepsie, NY 12601**. The primary focus will be to investigate and evaluate sources of water intrusion, particularly at the north and south chimney locations, as well as the copper dome. Our team will coordinate with roofing and copper specialists to develop effective remediation strategies that are sensitive to the building's historic character. In addition, MASS will support the Library District in evaluating the western roof terrace for potential public use. This secondary scope will include a preliminary assessment of egress, occupancy, and accessibility to determine the feasibility of converting the space into an occupiable area for special events and community engagement.

Project Team

MASS Design Group is an interdisciplinary design collective with a mission to research, build, and advocate for architecture that promotes justice and human dignity. Our team's diversity is expressed in many dimensions. While we bring expertise in community engaged programming and adaptive re-use design, what unites this team is our collective ambition. We aim to inspire and mentor an entire profession in delivering and sustaining architecture that abides by a conceptual and ethical paradigm, one that serves us all.

Principal:	Justin Brown
Principal:	Chris Kroner
Design Director:	Heather McArthur

Project Approach and Scope of Services

1. Roof Leak Assessment and Consultation

MASS Design Group will provide consulting services to investigate and propose remedies for active roof leaks at the north and south chimney locations. Services include:

- Site visit(s) to assess the extent of water infiltration.
- Recommendations of qualified roofing contractors with relevant experience (eg copper dome flashing).
- On-site coordination and meetings with selected contractors.
- MASS shall assist in review of proposed solutions by the contractor, including product data, remediation details, shop drawings, etc.

2. Roof Deck Feasibility Study

MASS will study the West Roof Deck for potential occupancy and public use during special events. This study will include:

- Review of Existing Drawings (Provided by Owner)
- Assessment of feasibility for occupancy per architectural building code. (Structural capacity evaluation excluded)

- Preliminary suggestions for safety improvements including guardrails and entry/egress solutions.
- Evaluation of existing accessibility.
 - Preliminary suggestions for improvements such as ramps.
- Preliminary Plans and (1) Sketch Rendering for Fundraising Purposes

Project Schedule

Durations identified in the proposed project schedule reflect recommended durations for the scope. At project kickoff we can formalize durations and incorporate preferred client review periods. We are willing and able to be flexible to your pace and needs.

Part B. Budget for Fees

We endeavor, in every partnership, to align scope of work and costs to project needs and constraints, and look forward to refining further, if needed, in partnership with you. The fees are valid for ninety days from the date of this proposal.

We understand that you cannot precisely anticipate the amount of hours needed at this moment in your process to solve the water infiltration. To create the availability needed, we propose a **time card fee structure, billed monthly with a not to exceed allowance budget.**

MASS FY24 Billing Rates (Valid until June 30, 2024)

Executive	\$345
Senior Principal / Managing Director	\$320
Principal / Senior Director	\$260
Design Director / Director	\$200
Sr Designer / Sr Architect / Manager	\$155
Designer / Coordinator/Specialist / Senior Fellow	\$130
Intern / Fellow	\$50

Summary of Budget

	Hourly Rate	Total Budget
Roof Leak Assessment and Consulting	\$260	\$5,000
Roof Deck Feasibility Study	\$260	\$10,000
TOTAL ALLOWANCE REQUESTED		\$15,000

Reimbursable Expenses

Reimbursable expenses are in addition to fees for the services as set forth above, and include expenses incurred by the Consultant directly related to the Project, including but not limited to: (i) printing, photography, and duplication; (ii) delivery charges; (iii) travel, lodging, and meals in connection with the Project, (iv) presentation models and renderings; (v) premiums for insurance beyond our current limits, (vi) the fees of consultants engaged by the Consultant at the Client's request other than those included in the Agreement as a basic service, and (vii) other expenses approved by the Client. The Client shall reimburse the Consultant at a multiple of 1.1 times the Consultant's actual cost for reimbursable expenses. A reimbursable expense budget not to exceed 10% of the contracted fee should be established.

Payment

Progress Payments will be billed monthly based on a Payment Schedule to be included in the contract. Incurred reimbursable expenses will be included monthly up to the budget amount.

Assumptions and Exclusions

1. Base drawing information will be provided by the owner.
2. Any necessary survey work would be provided by the owner.
3. All site analysis and assessments will be provided by others.
4. No zoning, land use, cultural or neighborhood impact research or feasibility reports are included.
5. No environmental, ecosystem, or landscape conditions studies or impact statements are included.
6. No existing building measured drawing services are included.
7. No photorealistic visualizations or renderings are included with this proposal.
8. MASS is not including additional subconsultants, or engineering in this proposal, but will likely be needed in future scopes.

C. ASSUMPTIONS

1. Additional Services

- a. The Consultant shall be entitled to appropriate adjustment in Compensation and Schedule in the event its Basic Services are affected by circumstances outside of the Consultant's control including but not limited to:
- i. Changes to instructions and/or approvals previously given by the Client
 - ii. Enactment or revision of codes, laws, regulations, or official interpretations that require changes to Consultant's services.
 - iii. Decisions and/or feedback of the Client not rendered in a timely manner.
 - iv. Material changes in the Project or Scope of Basic Services, including changes in the Project's program, size, complexity, quality, schedule, or budget.
 - v. Failure or delay in performance on the part of the Client, or Client's sub-consultants, or the Contractor or the Contractor's sub-contractors.
 - vi. Evaluating extensive number of claims submitted by the Client's Consultants or others in connection with the Project.
 - vii. Preparing design and documentation for alternate proposals requested by the Client.
 - viii. Fire or other casualty at the Project site.
 - ix. Surveying or physical testing of existing conditions
 - x. Concept Design, Schematic Design, Design Development, Construction Documents, Construction Administration, except as noted in proposal
 - xi. Cost Estimating
 - xii. Fundraising Film
 - xiii. Historic Tax Credit Consultation, Submission to SHPO and NPS
 - xiv. Planning Board Submission or Presentation
 - xv. Pursuit of 3rd party design certifications (LEED etc)
 - xvi. Energy Modeling

- 2. Client's Responsibilities.** The Client shall furnish in a timely manner such legal, accounting, and insurance counseling services as may be required for the project and such surveys, proof of property ownership, geotechnical investigations, and information relating to existing conditions at the project site as the Consultant may reasonably request. The Consultant shall be entitled to rely upon the completeness, timelines, and accuracy of such services and information. If the Client becomes aware of any fault or default in the project or the Consultant's services, the Client shall promptly notify the Consultant.
- 3. Client Decisions.** At the end of each phase of design services, the Consultant shall submit to the Client's review and approval design documents in appropriate scale and detail for the relevant phase of services. Upon receipt of the Client's written direction to proceed, and in accordance with the approved design documents for the relevant phase of design services, the Consultant shall proceed with the subsequent phase of design services. The Consultant and their Sub-consultants shall be entitled to rely on such Client review and approval or direction to proceed in compliance with Client's functional program, budgetary or other requirements. Any change proposed or initiated by the Client that are inconsistent with prior approvals or directives rendered by the Client, and which will extend the Scope of Services or Schedule, will be considered as Additional Services.
- 4. Cost Estimates.** Since the Consultant has no control over construction costs or contractors' prices, any cost estimates are made or reviewed by the Consultant on the basis of the Consultant's experience and judgment as a design professional, but the Consultant cannot and does not guarantee that contractors' proposals, bids, or costs will not vary from such estimates. The Consultant's sole liability shall be any design-to-budget obligations that are expressly set forth in the Agreement.
- 5. Project Monitoring and Evaluation.** The Consultant will undertake monitoring and evaluation of the design and construction process to highlight socioeconomic, environmental and other forms of impact in the community served and the consistency of the Project with the Consultant's core mission and the agreed-upon Project Values. The Client shall also furnish on request, and in a timely manner, materials to assist the Consultant in this process, including but not limited to bills of quantity, labor and employment costs and details, and materials sourcing information for the Project.
- 6. Construction Phase Services.** If so provided in the Agreement, the Consultant shall [make periodic visits to the site during the construction phase of the project, to become generally familiar with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the drawings and specifications furnished by the Consultant. On the basis of such services, the Consultant shall endeavor to guard the Client against defects and deficiencies in the work of the contractor. However, it is understood that the contractor, not the Consultant, is solely responsible for the construction of the project, for construction means and methods and for safety programs and procedures at the site, and for its own acts or omissions and

those of any subcontractor. The Consultant shall review and take appropriate action on the Contractor's submittals and application for payment, and shall furnish to the contractor such additional details, interpretations, and clarifications as are customary during the Construction Phase. All changes, substitutions, and deviations from the drawings and specifications furnished by the Consultant shall be subject to the Consultant's approval.

- 8. Insurance.** Consultant carries the following insurance coverages. Any required coverage greater than these amounts shall be paid by the Client as a reimbursable expense to Consultant.

Commercial General Liability:	\$2,000,000/occur, \$4,000,000/aggregate
Automobile Liability (rental/hire only):	\$2,000,000
Workers Compensation and Employers' Liability:	\$1,000,000
Professional Liability:	\$3,000,000/claim, \$3,000,000/aggregate

D. TERMS AND CONDITIONS

- 1. Ownership and Use of Documents.** Drawings, specifications, and other documents produced by the Consultant are instruments of service, and the originals thereof and the copyright therein shall remain the property of the Consultant. The Consultant shall furnish copies of such documents to the Client and grant to the Client a royalty-free license for the use of such documents, but only for one-time use in the Project for which they are intended, and only on the site to which the design relates, provided that the Consultant is paid in full for all amounts due to the Consultant hereunder, and provided further that the Consultant continues to be engaged to participate fully in the completion of their design and the oversight of aesthetic aspects of the construction of the Project. The Client may not otherwise copy or use such documents, or permit such copying or use by others, except with the Consultant's written permission, in which event the Client shall release and indemnify the Consultant for all liability arising out of the copying or use of its documents without the Consultant's involvement, and the Consultant retains the right to require the removal of its name from any association with the Project. The Consultant and their Sub-Consultants shall be entitled to publish images and other material relating to the Project in connection with the Consultant's or their Sub-consultant's marketing or publicity programs. This includes the use of photographs, for which reasonable access to the site and project shall be provided following completion and as otherwise requested. The Client shall provide attribution for the Consultant for its role as project Architect in its own marketing and communications. In the scenario where the Consultant has provided a donation in the form of cash contribution or in the form of in-kind services, the Client shall provide acknowledgment in marketing, communications, and signage commensurate with the acknowledgment of other donors and partners, and otherwise as reasonably appropriate.
- 2. Termination.** The Agreement may be terminated by either party in case of substantial breach by the other or for convenience by either party, upon 7 days' written notice, or in the event of nonpayment the Consultant may suspend services in accordance with paragraph B.5. In case of such termination, the Client shall pay the Consultant for services performed and reimbursable expenses incurred to the date of termination in accordance with the Agreement and these Terms and Conditions, and reasonable costs and expenses incurred by the Consultant as a direct result of such termination.
- 3. Liability of Parties.** The Consultant shall indemnify and hold harmless the Client to the extent caused by the Consultant's negligent errors or omissions in the provision of its services, provided that the aggregate amount of such liability shall in no event exceed the compensation paid to the Consultant under the Agreement or the proceeds payable under Consultant's professional liability insurance policy, whichever is less. Neither party shall be liable to the other for any indirect, special, or consequential damages. No individual person who is an officer, director, shareholder, member, manager, employee or agent of either party, or any affiliate, successor, or assign of either party, shall have any personal liability for any term, covenant, agreement or undertaking pursuant to this Agreement (express or implied), all such personal liability being expressly waived.
- 4. Standard of Care.** The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Nothing in this Agreement shall be deemed to require the Consultant to perform its services in accordance with a higher standard of care, or shall be deemed to constitute a warranty or guaranty by the Consultant.
- 5. Hazardous Materials.** Unless otherwise expressly provided in the Agreement, professional services relating to the existence, identification, removal, containment, or abatement of asbestos, lead paint, toxic substances, hazardous substances, hazardous materials, or hazardous waste are not included in the scope of the Consultant's services. The Client shall be solely responsible for, and shall release, indemnify, and defend the

Consultant from and against all liability arising out of, the existence, identification, removal, containment, and/or abatement of asbestos, lead paint, toxic substances, hazardous substances, hazardous materials, and/or hazardous waste (including those substances or conditions which affect or are alleged to affect indoor air quality) in connection with the project.

- 6. Miscellaneous.** The Agreement, including these Terms and Conditions, represents the complete and integrated agreement between the parties; supersedes all prior agreements between the parties relating to the project; may be amended only in writing; is binding upon the parties, their successors, assigns, and legal representatives; and shall be interpreted and governed in accordance with the laws of the Commonwealth of Massachusetts. For convenience this Agreement may be provided in translation, provided, however, that the English language version shall govern. All language shall be interpreted according to standard U.S. usage. If this Agreement is executed in texts written in differing languages, the governing language of the Agreement shall be English.
- 7. Dispute Resolution.** The Parties agree that all disputes between them arising out of or relating to this Agreement that cannot be resolved through good faith negotiations shall be submitted to non-binding mediation in New York under the American Arbitration Association's ("AAA") Construction Industry Rules and Mediation Procedures then applying, or such other mediation procedures as the Parties may agree. Disputes not resolved by mediation shall be finally decided by binding arbitration in the New York by a single arbitrator under the Construction Industry Arbitration Rules and Procedures of the AAA then applying. No such arbitration shall include an additional person or entity not a party to the Agreement, except by written consent of both parties. In no event shall the request for mediation or demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute, or other matter in question would be barred by the applicable statute of limitations or repose.

Signed

Tom Lawrence
Executive Director
Poughkeepsie Public Library District
93 Market Street
Poughkeepsie, NY 12601

Justin Brown, AIA LEED AP
Principal, Vice President
Model of Architecture Serving Society LLC
289 Main Street
Poughkeepsie, NY 12601