

MLD Trustees Meeting – November 12, 2024 - 6:00 P.M.

TENTATIVE AGENDA – SUBJECT TO ADDITIONS AND/OR CHANGE (* - Action Items)

Call to Order/Attendance

Adoption of agenda*

Minutes – October 2024*

Finance Report -

Motion to approve abstract of vouchers*

Director's Report –

Committee Reports –

- Long Range Plan- No Report
- Policy/ By-Law- See Below
- Building and Grounds- No Report
- Budget- No Report

Old Business:

- Laptop purchase
- Construction Aid Update
- Proposed By-Law Revisions

New Business:

- Job Description for New Position
- Lease Agreement with Kristt Kelly

Policy review/ revisions:

- Social Media Policy
- FOIL Policy

Privilege of the Floor - Public Comment- 3-minute limit per person

Adjournment

-MAMAKATING LIBRARY
BOARD OF TRUSTEES MEETING

Held on Tuesday, October 8th, 2024 at 6:00pm at 128 Sullivan Street, Wurtsboro NY

1. **PRESENT:** Trustees Patricia Andersen, John Buying, Jennifer Holmes, Pamela Mann, Pamela Rice, Mark Tourtellott, and Director Cheryl Jones

ABSENT: Chelsea Roth-unexcused

The meeting was called to order at 6:03pm

2. **ADOPTION OF AGENDA**

Motion to adopt agenda made by Pamela Rice, seconded by Mark Tourtellott. Nay vote by John Buying. Motion carried.

3. **APPROVAL OF MINUTES- SEPTEMBER 2024**

Motion to accept September minutes made by Jennifer Holmes, seconded by Pamela Mann. Nay vote by John Buying. Motion carried.

4. **FINANCE REPORT**

Treasurer's Report was presented. See attached. Motion to approve September vouchers as amended made by Pamela Rice, seconded by Jennifer Holmes. All in favor, motion carried.

5. **DIRECTORS REPORT**

Director Cheryl Jones's comprehensive report was distributed. See attached.

Items of Note:

•**Building & Grounds:** Bedik Communications will be completing the work on our security system in early October. This is the project which will be at least 50% covered by construction funds from DLD.

•**Closings/Service Interruptions & Generator Statistics:** Generator has run for 25.2 hours total as of 10/1

•**Program Totals:** 13 Adult Programs serving 119 patrons; 8 Youth Programs serving 84 patrons; 2 Teen volunteers completed 5 hours of community service at the library.

6. COMMITTEE REPORTS

- Long Range Plan- no report
- Policy/ByLaws- no report
- Building and Grounds – no report
- Budget/Finance – no report

7. OLD BUSINESS

- N/A

8. NEW BUSINESS

•**RCLS Budget:** Budget was reviewed and discussed. Motion to approve RCLS budget made by Jennifer Holmes, seconded by Mark Tourtellott. All in favor, motion carried.

9. POLICY REVIEW/ REVISIONS

•**Computer Use Policy:** Proposed policy changes were reviewed and discussed. Motion to approve Mamakating Library Computer Use Policy as amended made by Pamela Rice, to be effective January 1st 2025, seconded by Jennifer Holmes. Nay vote by John Buying. Motion carried.

10. PRIVILEGE OF THE FLOOR

Public Comment – 3 minute limit per person.

11. ADJOURNMENT

Motion to adjourn made by Mark Tourtellott, seconded by Pamela Mann. All in favor, motion carried. Meeting adjourned at 6:43pm.

Respectfully submitted,

Pamela Rice, Board Secretary

Mamakating Library

2024 Budget vs. Actuals - Thru Oct. = 83%

January - December 2024

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
Income			
A1049 REAL PROPERTY TAXES			
A1001 Real Estate Taxes	372,000	372,000	100.00 %
Total A1049 REAL PROPERTY TAXES	372,000	372,000	100.00 %
A2499 USE OF MONEY & PROPERTY	34		
A2401 Interest & Earnings	21	100	21.00 %
Total A2499 USE OF MONEY & PROPERTY	56	100	56.00 %
A2649 FINES & FORFEITURES			
A4050 Fines income	424	350	121.00 %
Total A2649 FINES & FORFEITURES	424	350	121.00 %
A2799 MISCELLANEOUS LOCAL SOURCES		4,000	
A2770 Miscellaneous income	4,099		
Total A2799 MISCELLANEOUS LOCAL SOURCES	4,099	4,000	102.00 %
A3089.6 Restricted Grants & Donations	3,653	3,203	114.00 %
A3099 STATE AID	5,789	3,340	173.00 %
A4060 UNRESTRICTED DONATIONS			
A4061 Donations - Unrestricted	404	330	122.00 %
Total A4060 UNRESTRICTED DONATIONS	404	330	122.00 %
Total Income	\$386,425	\$383,323	101.00 %
GROSS PROFIT	\$386,425	\$383,323	101.00 %
Expenses			
A7999 CULTURE & RECREATION			
A7410.1 Library- Personal Services	473	2,040	23.00 %
7410.11 Clerical	98,046	119,000	82.00 %
7410.12 Librarian	61,125	72,360	84.00 %
Total A7410.1 Library- Personal Services	159,643	193,400	83.00 %
A7410.2 Library- Equipment		1,400	
7410.21 Equipment expense	927		
Total A7410.2 Library- Equipment	927	1,400	66.00 %
A7410.4 Library- Contractual Expenses			
7410.41 Books	10,870	16,300	67.00 %
7410.405 Digital Media	10,370	10,300	101.00 %
Total 7410.41 Books	21,240	26,600	80.00 %
7410.42 Periodicals	477	500	95.00 %
7410.43 Audio/Visual	1,404	2,700	52.00 %
7410.44 Accounting	1,496		
7410.47 Cleaning Service	6,835	7,810	88.00 %
7410.48 Elections	460	460	100.00 %
7410.52 Memberships	195	450	43.00 %
7410.53 Miscellaneous expense	706	1,060	67.00 %
Reimbursed payments to other libraries	35		

Mamakating Library

2024 Budget vs. Actuals - Thru Oct. = 83%

January - December 2024

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
Total 7410.53 Miscellaneous expense	741	1,060	70.00 %
7410.54 Professional Fees			
101 Accounting Fees	2,500	7,500	33.00 %
102 Legal Fees		300	
Total 7410.54 Professional Fees	2,500	7,800	32.00 %
7410.55 Postage and Delivery	155	450	35.00 %
7410.56 Program	2,454	3,883	63.00 %
7410.565 Program Supplies	609	780	78.00 %
Total 7410.56 Program	3,062	4,663	66.00 %
7410.57 DEBT Service Principal & Interest		26,200	
7410.58 Building & Grounds R&M	9,873		
7410.581 Repairs	2,900	8,140	36.00 %
7410.582 Maintenance	3,079	2,500	123.00 %
7410.583 Landscaping	2,138	3,500	61.00 %
Total 7410.58 Building & Grounds R&M	17,989	14,140	127.00 %
7410.59 Office expense	2,772	3,200	87.00 %
7410.60 Telecom	2,920	4,600	63.00 %
7410.61 Utilities	5,785	9,250	63.00 %
7410.62 Technology	13,942	18,000	77.00 %
7410.85 RCLS Service Fee	1,891	2,200	86.00 %
7410.86 Meetings & Conference	395	400	99.00 %
7410.87 Travel & Mileage	14	200	7.00 %
Total A7410.4 Library- Contractual Expenses	84,273	130,683	64.00 %
Total A7999 CULTURE & RECREATION	244,843	325,483	75.00 %
A9199 EMPLOYEE BENEFITS			
A9010.7 Payroll Taxes	97	15,500	1.00 %
9010.80 Taxes	14,213		
Total A9010.7 Payroll Taxes	14,310	15,500	92.00 %
A9030.8 Insurance			
9030.81 Disability	-174	1,215	-14.00 %
9030.82 Hospitalization	26	15,000	0.00 %
9030.83 Workers' Compensation	1,600	1,500	107.00 %
9030.84 Property Liability	3,773	3,700	102.00 %
9030.85 Directors and Officers	1,008	925	109.00 %
Total A9030.8 Insurance	6,232	22,340	28.00 %
A9040.0 Pension Expense		15,000	
Total A9199 EMPLOYEE BENEFITS	20,543	52,840	39.00 %
Capital Reserve		5,000	
Total Expenses	\$265,386	\$383,323	69.00 %
NET OPERATING INCOME	\$121,039	\$0	0%
Other Income			

Mamakating Library

2024 Budget vs. Actuals - Thru Oct. = 83%

January - December 2024

		TOTAL	
	ACTUAL	BUDGET	% OF BUDGET
A2405.1 NYLAF Dividend Income	3,427		
Total Other Income	\$3,427	\$0	0%
NET OTHER INCOME	\$3,427	\$0	0%
NET INCOME	\$124,466	\$0	0%

Mamakating Library

Transaction Report

January - December 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
Restricted Grants & Donations							
02/05/2024	Deposit			For video game collection	A3089.6 Restricted Grants & Donations	FNBJ - Svings 7347	500
02/05/2024	Deposit			For slow cooker cookbooks	A3089.6 Restricted Grants & Donations	FNBJ - Svings 7347	300
03/18/2024	Deposit			FOL for program supplies	A3089.6 Restricted Grants & Donations	FNBJ - Svings 7347	100
03/25/2024	Deposit			Stewarts Grant	A3089.6 Restricted Grants & Donations	FNBJ - Svings 7347	900
03/25/2024	Deposit			SRP 2023 grant thru SUPLA	A3089.6 Restricted Grants & Donations	FNBJ - Svings 7347	543
07/15/2024	Deposit			For video games	A3089.6 Restricted Grants & Donations	FNBJ - Chking 5999	400
07/15/2024	Deposit			For bookshelf/local partnership	A3089.6 Restricted Grants & Donations	FNBJ - Chking 5999	75
08/12/2024	Deposit			Donation for video game display	A3089.6 Restricted Grants & Donations	FNBJ - Chking 5999	385
09/14/2024	Deposit			Kindle for giveaway (FOL donations)	A3089.6 Restricted Grants & Donations	FNBJ - Chking 5999	175
09/14/2024	Deposit			Name plates for shelf (FOL donations)	A3089.6 Restricted Grants & Donations	FNBJ - Chking 5999	25
10/28/2024	Deposit			Book fairies books	A3089.6 Restricted Grants & Donations	FNBJ - Chking 5999	200
10/28/2024	Deposit			Halloween candy	A3089.6 Restricted Grants & Donations	FNBJ - Chking 5999	50
Total for Restricted Grants & Donations							\$3,653
TOTAL							\$3,653

Mamakating Library Board of Trustees Meeting

November 12th, 2024

Director's Report



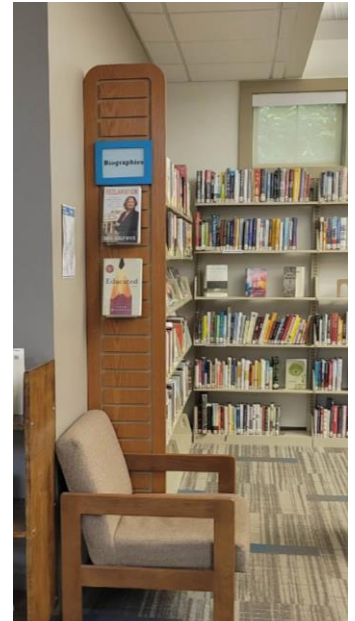
Building & Grounds:

- Bedik Communications completed the security camera project October 2nd. We are very happy with the new cameras & recording system.
- Power Outage on 10/7 revealed an issue with receptacles that are not on the generator. I'd like to discuss with the Building committee.
- We are still working on getting all of the electrical work recommended by the Code Enforcement Officer done. Electricians have been non-responsive, but our handyman (Dafro Inc.) has been able to help with a few things. A new emergency battery had to be ordered for one of the fixtures. Re-inspection is now scheduled for 11/19.
- New people counters were installed. We tracked by hand and used them for the last 2 weeks of the month and they seem accurate based on initial analysis.
- The outside faucets have been turned off and opened for winter.
- The rain barrels have been emptied and stored away for the winter.
- Gardens have been winterized by our garden volunteers.



Closings/Service Interruptions & Generator Statistics:

- Generator has run for 28.8hours total as of 11/1 (3.6 hours in Oct.)
 - Power outage 10/7
- The Library was closed 10/3 from 12-2:30pm for staff training
- The Library was closed 10/14 for Indigenous Peoples' Day
- The Library will be closed on 11/11 for Veterans Day & 11/28-29 for Thanksgiving



New shelf endcap that give us more display space

Programming:

Community Partnership Programs:

- Trail Walk with BKAA: 8 Participants
- Meditation with Kadampa: 15 Participants
- Bird ID for Beginners w/ Audubon Society: 12 Participants
- Art Group with Community Design Wkshp: 10 Participants

Stand-alone programs

- Oh the Horror!: 13 Participants
- Manhattan Shorts: 75 Participants (3 Sessions)

Series programs

- Books & Tea Discussion :11 Participants
- Keep It Short...Stories (KISS) Group: 5 Participants
- Culinary Club: 13 Participants
- Writers' Group:8 Participants
- Malcolm's Tech Topics: 4 Participants
- Zen Schooling : 36 Participants (4 Sessions)
- Patiana's Art Program:8 Participants



Volunteer made Bookdrop Monster delighted patrons

- Classic Sci-Fi Movie Night: no session this month
- Read to Mocha: 10 Participants
- Storytime: 50 Participants (5 Sessions)
- Curiosity Club: 12 Participants

Program Totals:

- 16 Adult Programs serving 200 patrons
- 9 Patrons received dedicated Tech Help time
- 12 Youth Programs serving 117 patrons
- 9 Teen volunteers completed 23 hours of community service at the library

Outreach Services:

- The Friends and the Library Director hosted a table at the playground ribbon cutting giving out library information and books to all of the families in attendance.
- So far, there are 30 new library card holders at Chase school thanks to our yearly push to get all Chase students their library card.

Press

- The SC Democrat 11/1 issue featured a photo of FOL book fairies, including the Library Director giving out books to children at the new playground ribbon cutting.

IT/ILS & Technical Services:

- Computer Users: 185 uses
- Wi-Fi Users: 959
- Kristt Kelly repair tech came to fix our Kyocera printer which was printing stripes on every page.
 - We are due for an update to our printer now. A new contract is being presented to the board 11/12.

Circulation/Registration:

Previous Month's Physical Circulation								
	2017	2018	2019	2020	2021	2022	2023	2024
January	2206	2231	2487	2400	1823	2040	1882	2195
February	1973	1956	2088	2169	1335	1840	1531	1925
March	2414	2225	2093	1180	1929	2110	1734	2264
April	2331	2013	2064	--	1710	1751	1705	2165
May	2121	2161	2180	--	1644	1636	1667	2026
June	2539	2288	2292	233	1909	1836	1818	1963
July	3150	2640	2682	939	2225	2232	2628	2457
August	2941	2760	2742	948	1870	2195	2822	2307
September	2440	2015	2310	1224	1904	1597	2276	2075
October	2166	2273	2239	1323	1969	1404	2029	2045
November	2214	2309	1956	1496	2126	1492	1947	
December	1704	2000	1924	1600	1991	1362	1918	
TOTAL	28,199	24,871	25,133	13,512	22,435	23,517	24,004	19115

Previous Month's New User Registrations

	2017	2018	2019	2020	2021	2022	2023	2024
January	29	14	19	19	9	17	19	17
February	16	18	12	20	8	16	12	12
March	12	22	9	4	15	12	12	14
April	28	23	18	2	8	21	11	31
May	24	16	15	3	6	21	16	22
June	24	30	28	0	12	16	30	17
July	34	32	32	8	34	41	42	39
August	28	22	31	12	28	35	48	24
September	26	14	31	9	23	21	22	18
October	28	16	21	8	10	19	62	36
November	28	10	11	6	12	20	21	
December	28	11	8	7	10	12	8	
TOTAL	305	228	227	98	175	251	303	230

Digital Collections:

Overdrive Circulation

	2019	2020	2021	2022	2023	2024
January	323	305	394	486	603	658
February	264	229	429	400	508	635
March	334	298	444	439	552	642
April	293	475	338	448	564	544
May	291	497	408	495	537	600
June	344	409	362	559	448	547
July	296	373	404	552	438	640
August	284	311	474	578	522	596
September	272	314	427	499	524	565
October	236	323	367	510	582	579
November	205	334	419	506	569	
December	209	320	405	546	537	
Total	3142	4188	4871	6018	6384	6006

Unique Patron Access			
Hoopla			
	2022	2023	2024
January	32	36	54
February	27	42	53
March	33	49	55
April	28	35	44
May	20	36	56
June	21	37	59
July	31	39	58
August	34	38	60
September	33	36	68
October	26	50	67
November	33	37	
December	35	39	
Total:	353	474	574

Overall Circulations Report			
Hoopla			
	2022	2023	2024
January	108	131	178
February	98	133	179
March	112	137	162
April	98	127	167
May	63	94	160
June	60	127	160
July	116	90	149
August	124	116	172
September	113	118	163
October	87	169	194
November	118	111	
December	128	115	
Total:	1225	1468	1378

Director’s Meetings & Trainings:

- 10/4 Book Festival Meeting
- 10/4 NYAIL Accessibility Audit
- 10/9 Director’s Association Meeting
- 10/10 FOIL Training with Kristin O’Neill of NYS COOG
- 10/11 Sullivan Public Library Alliance (SUPLA)
- 10/22 Director’s Round Table: Homelessness and Mental Health
- 10/24 Legislative Brunch
- 10/24 Ask a Lawyer Session w/ RCLS
- 10/25 Sustainable Library Mentor Meeting
- 10/28 D&H Canal Bicentennial Meeting
- 10/29 AI Tools in Libraries Training
- 10/30 E-content Committee Meeting
- 10/30 DVAA Grants Workshop

Staff Development:

- Principal Clerk completed an item linking training through RCLS 10/30
- Our New Media hire completed a Press Release Training with SUPLA 11/1

Friends of the Library News:

- Friends of the Library are hosting their 3rd annual Holiday Gift Wrapping Event on Dec. 14th at 11am.
- The Friends have purchased a Kindle to be awarded as a prize for a drawing taking place at the end of Library Card Sign-up Month
- The Friends donated \$100 in books to the Toys for Tots collection boxes
- The Book Fairies (Megan, Kyra & Cheryl) hosted a table at the Veterans Park Playground Ribbon Cutting on 10/25 and gave out over 120 books to kids of all ages. A photo was featured in the SC Democrat on 11/1
- Manhattan Short Film Fest was a huge success again this year with almost 80 people taking part over 3 sessions.



Other News:

- October Patron Count: 1668 (we began using the automatic door counter in the final two weeks of this month, so this number should become more accurate in the coming months as it seems we were missing about 15-20% based on initial analysis.)
- We received a 75% match on the security cameras project from DLD instead of the anticipated 50%.
- We received an \$1800 grant from the Sullivan County Youth Bureau to be used for the storywalk. The FOL already laid out this money so we will reimburse them when this check arrives.
- The Library director is working on submitting a DVAA Grant for a 2025 Year of the Arts Program Series featuring artists of all types and medium specific workshops presented by local artists all year long.
- Library Director has agreed to become a member of the ILS Committee (a committee of the Director's Association).
- Director has taken on a role as a mentor to new libraries hoping to becoming certified sustainable.
- A raccoon was injured and suffering on our back lawn near the walkway on 10/16. We contacted multiple agencies to help and were advised that a local trooper or ranger would have to put it down. Patrons were warned in the library and on the playground prior to this and the animal was disposed of.
- Donna and Cheryl are embarking on a project to re-organize our picture book collection to make it easier to browse for patrons. This is a big undertaking, but will hopefully have a positive impact in circulation.
- SUPLA & The Sullivan O&W Trail Alliance have worked together to get funding from Sullivan 180 for a Tracks & Trails Day Pack Program. Over 25 locations, including all of the county libraries will be receiving a backpack filled with things to encourage patrons to check out the wonderful trails in our area. They will be available soon.

Upcoming Programs of Note:

- Jewelry Making 11/9 at 11am
- Sci-Fi with the Science Guy 11/14 @5pm
- Curiosity Club 11/19 at 4:30pm
- Civil Service Jobs Workshop 11/21 @ 5:30pm
- Shorts & Sweets 11/26 @ 5:30pm
- LEGO Club 11/30 @ 11am

Reminder:

- Two hours of training plus the mandatory Harassment training must be done every year by each trustee. Upcoming trainings available through RCLS are:
 - Library Financial Reports: November 14th, 6:30pm via Zoom
 - Advocacy Workshop: November 20th, 10:00am via Zoom
 - Intermediate Library Trustee Education 102 : December 5th, 6:30pm via Zoom
 - Additional trainings are available on Niche Academy where you all have accounts. If you need help accessing your Niche account, contact Martha Sullivan at RCLS.

Respectfully submitted,
Cheryl Jones, Library Director
November 1st, 2024



MAMAKATING LIBRARY

POLICY & BYLAWS COMMITTEE

Monday, October 28th at 6:07pm at 128 Sullivan Street, Wurtsboro NY

PRESENT: Trustees Patricia Andersen, Pamela Rice, and Director Cheryl Jones

The meeting was called to order at 6:00pm

MEMBERS OF THE PUBLIC:

No members present.

POLICIES TO REVIEW/CREATE

1. Review Suggested Amendments to FOIL Policy & New Application

Discussion regarding proposed Freedom of Information Policy. Committee recommends forwarding Policy and New Application to the Board of Trustees for discussion and approval at November meeting.

2. Social Media Policy

Discussion and review of proposed Social Media Policy. Committee recommends forwarding Policy to Board of Trustees for discussion and approval at November meeting.

BYLAWS REVISIONS

Committee reviewed and updated Proposed ByLaws based on suggestions submitted by Trustees. Committee recommends forwarding ByLaws to Board of Trustees for discussion and approval at November meeting.

NEXT MEETING DATE: TBD

Meeting adjourned at 7:01pm

Respectfully submitted,

Pamela Rice, Board Secretary



NYS Public Library Construction Aid Program - \$44 Million
Award Allocation
10/15/24 RCLS Board of Trustees Approved

Library	Project Description (0386-25-xxxx)	Project Cost	Allocation	Percent of Project Total	% of Total Awards
1 Suffern Free Library	Adult and Teen Room Renovation	\$ 913,533	\$ 357,688	39%	19%
2 Finkelstein Memorial Library	Geothermal Installation	819,011	322,471	39%	17%
3 Pearl River Public Library	Windows Replacement	718,055	282,722	39%	15%
4 New City Free Library	Main Electric Switchboard Replacement and Installation of New Generator	497,400	236,265	48%	13%
5 Thrall Public Library District	Multilevel Flat Roof Reconstruction	387,500	184,063	48%	10%
6 Valley Cottage Free Library	Teen Room Expansion and Quiet Study Rooms	229,602	109,061	48%	6%
7 Gardiner Library	Automatic Door Buttons, LED Lighting, Solar Panels and Security Cameras	205,060	99,167	48%	5%
8 Daniel Pierce Library	Solar Project	157,938	75,521	48%	4%
9 Haverstraw King's Daughters Library	Public Elevator Modernization-Main Library	111,704	83,778	75%	4%
10 Albert Wisner Public Library	Main Level Quiet Study Improvements	75,112	37,556	50%	2%
11 Monroe Free Library	HVAC, Security and Lighting Project	73,751	36,875	50%	2%
12 Palisades Free Library	ADA Bathroom Upgrade and Storage Expansion	57,090	28,545	50%	2%
13 Florida Public Library	Upgrade Phone System & Replace Front Steps Handrailing	14,650	7,325	50%	0%
14 Livingston Manor Free Library	Installation of Flooring and Data Line	10,848	8,136	75%	0%
15 Mamakating Library	Security Camera & Surveillance Equipment Upgrade	9,873	7,405	75%	0%
16 Western Sullivan Public Library-NAR	Lighting and Restroom Upgrades	7,741	5,806	75%	0%
17 Western Sullivan Public Library-DEL	Lighting Upgrades	6,444	4,833	75%	0%
TOTALS		\$ 4,295,312	\$ 1,887,217	44%	100%

Closing Assurance & Certification of Program Compliance

State Aid for Library Construction Program

Library Name			
Building Name			
Project Title			
Library System		Project Number	

Please answer the following questions to confirm the library's compliance with all State Aid for Library Construction Program laws and regulations.

A. General Requirements:

- 1) This project has been completed in accordance with all regulations and stipulations outlined for the project by the State Historic Preservation Office (SHPO).

Yes No N/A *"N/A" applies if: a) the building was less than 50 years old at the time of application; b) the project does not involve ground disturbance; and/or c) the project is exempt per NYSED/NYSPRHP Memorandum of Understanding (MOU).*

- 2) If a Certificate of Occupancy (CO) was marked as required on the original project application, the CO has been obtained and uploaded to the attachments section of this project in the Construction Portal.

Yes No N/A *If a Certificate of Compliance (CC) was issued in place of a CO, a letter from the local municipality explaining why a CO will not be issued is required. If it has been determined by the project architect, contractor, etc. that neither a CO nor CC is required, a letter of explanation from the library Director on library letterhead is required. These documents must be uploaded to the attachments section of this project in the Construction Portal prior to submitting this form & closing your project.*

- 3) This project's library share of expenses were paid for using public funds (federal, state or local) or private funds only. SAM (State and Municipal Facilities Program) grants were not used to fund this project.

Yes No

B. Final Scope of Project:

- 1) This project was completed exactly as outlined in the original State approved project narratives, which can be found in the Library Construction Application in the NYSED Online Application System (also referred to as the Construction Portal or LDGrants).

Yes No

Library Name		Project Number	
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2) Any changes made to the original scope as outlined in this project’s original approved Project Narratives were shared with the Division of Library Development (DLD) and reported on an Amendment to Scope form that was submitted to DLD for review and has received approval.

Yes No N/A *If “No”, please contact LDConstruction@nysed.gov to request an Amendment to Scope prior to submitting this form & closing your project.*

C. Budget – Final Expenses:

1) All expenses related to the original approved Project Narratives (or amended Project Narratives, if applicable) have been entered in the Budget – Final Expenses section of the Construction Portal.

Yes No *All expenses associated with this project, both award and library share of funds, must be reported even if they exceed the original total cost of project.*

2) All expenses related to the original approved Project Narratives (or amended Project Narratives, if applicable) have been entered in the correct budget category.

Yes No *For additional details, please refer to the Budget section of our [Preparing Your Application](#) webpage.*

3) The award amount reflected in the Budget – Final Expenses is equal to the full award amount approved for this project, including the final 10% payment.

Yes No

4) The total project cost reflected in the Budget – Final Expenses meets or exceeds the original approved total cost of project (award + library share).

Yes No

5) The Check/Journal Entry Number associated with each expense in the Budget – Final Expenses accurately reflects the expenditure reference number in the library’s official fiscal documentation.

Yes No *If a single check must be divided between award and library share, it should be listed on two separate lines. You must ensure the check date is the same for both entries. The check amount does not need to be split evenly between award and library share.*

6) All entries in the Budget – Final Expenses marked as award were for expenses paid on or after July 1 of the year that the application was submitted to the library system and DLD.

Yes No *For additional details, please refer to the Project Cycles and Timelines section of our [Project Guidelines and Timeframes](#) webpage.*

Library Name		Project Number	
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D. Closing Assurance:

I hereby assure that all information contained herein is accurate and complete. I acknowledge that failure to report completely and accurately may result in adverse action should this project be audited by New York State. Should an audit occur, the library will be prepared to submit all requested project documentation within the stipulated time period. This includes copies of all financial documents such as contracts, change orders, purchase orders, invoices and checks, as well as all other project documentation as requested. All documentation will be retained by the library for the required minimum of six years after final project approval.

I acknowledge that submission of this document does not guarantee immediate closing of the project and that further review by the Division of Library Development (DLD) will be completed. Should DLD require additional information or documentation to process the closing of this project, the construction project manager listed below or the library director will be prepared to assist.

I understand that the final 10% of award funds will only be disbursed after DLD has received and approved the required FS-10-F forms sent to the library upon approval of the final report and that the timeframe of payment is dependent upon NYSED’s processing times and the payment method specified by the library in the [Statewide Financial System \(SFS\)](#). I also understand that DLD staff cannot provide payment status updates and to check on payment status, I must log into my library’s SFS account.

Signature of President of the Board of Trustees

Name of President (type or print)

Date

Project Manager Details:

Project Manager Name (type or print)

Email Address

Phone Number

BYLAWS
OF
MAMAKATING LIBRARY
A SPECIAL DISTRICT LIBRARY
INCORPORATED UNDER THE LAWS OF
THE STATE OF NEW YORK

Accepted April 2010
Amended March 2017
Amended January 2019
Amended October 2024

MAMAKATING LIBRARY

845-888- 8004

128 Sullivan Street

<https://mamakatinglibrary.org> || mam@rcls.org

PREAMBLE

These are the by-laws of the Mamakating Library, originally established in 1912 as the Bloomingburg Free Library, provisionally chartered in 2003 as the Town of Mamakating Library District, and granted permanent charter as the Mamakating Library on March 9, 2010 by the Board of Regents of New York State.

ARTICLE I – NAME

The corporate name of this Library shall be Mamakating Library hereinafter referred to as the Library; branch shall be located in Wurtsboro, Sullivan County, New York.

ARTICLE II – PURPOSE

The fundamental objective of the Library shall be to provide free access to books and other media for the residents of the Mamakating Library Special District. The library is dedicated to providing materials, programs and other services to promote the education, knowledge and creativity in the community it serves, as well as to provide materials and information representing diverse points of view on current and historical issues, carry out all aspects of its operations in accordance with the laws and regulations of the United States of America and the State of New York, and shall not deny or abridge any person's rights to use the Library because of origin, gender, age, background, or beliefs.

ARTICLE III – ANNUAL BUDGET REFERENDUM & TRUSTEE ELECTION

SECTION 1. Powers. All powers of the Library shall be vested in the Board of Trustees. The Board shall be authorized to take any and all actions in furtherance of the Library's purposes, and make all rules, regulations, and policies for the transaction of the business of the Library, not inconsistent with law, its charter and these By-laws.

SECTION 2. Composition. The Board of Trustees of the library shall be made up of seven (7) people dedicated to good library service for the Town of Mamakating. The trustees must be Town of Mamakating residents of voting age, who have

lived in the town at least one year and are residents of the Pine Bush, Minisink, or Monticello school districts. A trustee's change in residence out of the district or resignation shall automatically create a vacancy for library trustee.

SECTION 3. Election and Qualification. The Annual Budget Referendum and Trustee Election will be held in August at a date to be determined by the Board. A new trustee is elected by the voters. A vacancy can be filled by a majority vote of the Board, and the appointee shall hold office until the next annual election of trustees. Upon election, the trustee will serve the remaining length of the term originally vacated.

SECTION 4. Terms and Term Limits. A trustee will serve no less than four (4) years, but no more than twenty-five (25) consecutive years. The terms of office of the Trustees have staggered end dates so that not more than two (2) Trustees' terms shall expire in any year.

SECTION 5. Removal of a Trustee from office; Removal of a trustee shall be executed in accordance with New York Education law Section 226.

ARTICLE IV – OFFICERS OF THE BOARD

SECTION 1. The officers of the board shall be a President, a Vice-President, a Secretary, and a Finance Officer.

SECTION 2. A nominating committee may be appointed by the president two months prior to the end of the library budget year.

SECTION 3. The officers shall be elected at the first regular meeting of the library year by a majority vote of the board.

SECTION 4. All officers shall have the usual powers associated with their offices, as outlined in Article 5

SECTION 5. Removal or Replacement: An officer may be removed from office for just cause and after fair hearing by a two-thirds majority vote of the Board.

SECTION 6. Should an office become vacant, the President shall be empowered to appoint a trustee with the approval of the Board to that vacant office.

ARTICLE V – DUTIES OF OFFICERS

SECTION 1. The President shall preside over all Board meetings, carry out all its decisions, maintain order, create and appoint all necessary committees and coordinate their activities, act as ex-officio member of all committees, call special meetings when deemed advisable with one week’s notice, and, in general, do everything in their power to expedite the business of the Library and general welfare of its trustees, staff, and members.

SECTION 2. The Vice-President, in the absence or disability of the President or a vacancy in that office, shall act with full power and authority in the absence of the President and shall perform such other duties as the Board of Trustees shall prescribe.

SECTION 3. The Secretary shall carry on all routine correspondence of the Board, read all important correspondence at all meetings as directed by the President, keep accurate minutes of all proceedings of the Board, maintain a roster of names and addresses of the Library trustees, keep a roll of attendance of each meeting, and keep such records and documents of the Library as may accrue.

SECTION 4. The Financial Officer shall prepare and present financial reports at monthly meetings, assist in developing procedures and managing processes related to financial controls and interface with banks to manage cashflow.

ARTICLE VI – MEETINGS

SECTION 1. Regular meetings shall be held monthly, at dates and times to be established by the board at the first regular meeting of the library year. Meeting dates and times may be subject to change. Public will be notified in accordance with Open Meeting Law.

SECTION 2. Special meetings shall be held at the call of the president or any three trustees or the Director.

SECTION 3. A majority of the board shall constitute a quorum.

SECTION 4. The order of business shall be as follows:

- a. Attendance
- b. Adoption of Agenda
- c. Review of minutes of previous meeting

- d. Finance report
- e. Director's report
- f. Committee reports, if any
- g. Nominations and elections, if any
- h. Unfinished business
- i. New business
- j. Adjournment

SECTION 5. Vacancies among the officers shall be filled at an election at a regular meeting and a majority of the trustees present shall be necessary for the election.

ARTICLE VII: LIBRARY DIRECTOR

The Library Director, appointed by the Board, shall serve as advisor to the Board; be responsible for the administration of the Library and the management of its staff under the general policies approved by the Board. The Director shall attend all meetings of the Board but have no vote and shall submit monthly reports to the Board concerning activities, condition, and affairs of the Library and its staff.

The Library Director shall perform duties in accordance with a written job description provided by the Board.

ARTICLE VIII – COMMITTEES

SECTION 1. The President shall appoint all committees as the business of the Board may require. All committees and committee members shall serve at the pleasure of the President.

SECTION 2. Each committee shall consist of at least one trustee who shall be chairman. Non-board members may be appointed to such committees to bring special capabilities for the resolution of problems facing a committee.

SECTION 3. Committee appointments shall expire December 31st or at the expiration of the time assigned for the committee's work.

SECTION 4. Committees may include but are not limited to: building, finance, bylaws and policies, long range plan; and, their duties shall be such as are

associated with the name or as shall be assigned to them by action of the Board; the Library Director may serve as consultant to these committees.

SECTION 5. Committees shall meet as necessary to carry out their functions; and, each committee chairman shall report the committee's actions to the Board.

SECTION 6. Committee recommendations are subject to approval by a majority of the board.

ARTICLE IX – FINANCE

SECTION 1. The fiscal year for the Library shall be January 1 to December 31, as stated in the enabling legislation

SECTION 2. All receipts and disbursements are subject to a monthly review by and approval of the Board. The funds of the Library shall be deposited in a bank or other financial institution to be selected by the Board. All financial obligations of the Library shall be discharged by check and signed by any Board member so designated. Financial institutions and designated signers shall be chosen annually at the Reorganizational meeting. All receipts and disbursements are subject to a monthly review by and approval of the Board.

SECTION 3. All financial records and accounts may be audited either by an independent accountant or by a committee appointed by the Board. The Board shall determine the appropriate procedure for conducting such an audit.

SECTION 4. The Library shall have the power to accept any grant, gift, or donation of money from any source deemed advisable by the Board. This money will be used to aid the Library to carry out its objectives. Existing and future gifts can be designated for a specific use by the Library.

ARTICLE X – AMENDMENTS

SECTION 1: These by-laws may be repealed, amended or added to by a two-thirds vote of the whole board at a regular meeting. Such action may be taken, however, only after the substance of the proposed repeal, amendment, or addition has been presented in writing at a prior regular or special meeting and the notice thereof has been given in the agenda of the meeting at which it is to be considered.



MAMAKATING

LIBRARY

Library Page in Charge of Digital Media & Press (Remote)

Patron Assistance

- Responds to social media comments and messages as needed
- Promotes library programs and resources via social media posts and press releases
- Proactively maintains a user-friendly environment on all platforms in accordance with our social media policy

Technology

- Responsible for safety and security of Library owned laptop
- Recognizes computer problems that require tech support and knows who to contact when needed
- Uses PC applications as needed for job-related tasks

Communication

- Uses social media to promote upcoming programs, on-going resources, community events, library schedule changes, and public interest posts to patrons.
- Expected to schedule least 8 posts per week, excluding shares of other community organization/library system posts
- Creates press releases for events as needed and distributes to local news outlets
- Responds to inquiries and refers users to appropriate resources or staff as needed
- Communicates status of work assignments to coworkers and director, as needed to pass on information or resolve questions
- Prepares a brief monthly report (due at the end of each month) regarding activities, press coverage, training acquired, and growth of social accounts
- May promote programs via radio interview, as requested

Other Tasks

- Maintains awareness of the library programming schedule & all available digital & physical resources
- Performs other functions as requested by supervisor

Continuing Education

- Attends trainings relevant to assigned work, in-person or online
- Keeps informed of professional developments and trends in the field through participation in system meetings, workshops, continuing education and reading professional materials.
- Attends quarterly staff Training

I have read and understood this job description and understand that my work will be evaluated based on the above.

Signature

Date

Lease Agreement

FMV Purchase Option

Wells Fargo Vendor Financial Services, LLC
5000 Riverside Drive Suite 300 East | Irving, TX 75039-4314

WELLS
FARGO

Lease Number **450-7506458-008** dated as of **October 23, 2024**

Name and Address of Customer ("You" and "Your"):

MAMAKATING LIBRARY DISTRICT DBA BLOOMINGBURG FREE LIBRARY
128 Sullivan St
Wurtsboro, NY 12790-8230
Billing Contact Email:
Phone:

Name and Address of Supplier ("Supplier"):

Kristt Kelly Office Systems Co
369 Broadway
Monticello, NY 12701

Equipment Information:

Equipment Make, Model, Accessories, Serial Number (SN)

KYOCERA ECOSYS M4125idn PF-470 Paper drawer 500 sheets (1203NP2US0):

Equipment Location: 128 Sullivan St , Wurtsboro, NY 12790-8230

TERM AND PAYMENT INFORMATION

- | | |
|---|---|
| 1. Initial Term (Months): 36 ("Term") | 4. Purchase Option Price: Fair Market Value |
| 2. Payment: \$103.00 (plus applicable taxes) | 5. Administrative Fee: \$75.00 (will be billed on your first invoice) |
| 3. Payment Period is "Monthly" unless otherwise noted here: Monthly | |

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

- CERTAIN DEFINITIONS.** "Equipment" means the property described above and all attachments, accessories, replacements, replacement parts, substitutions, additions, upgrades, exchanges and repairs and Software and Software Licenses (as defined herein). "Fair Market Value" of the Equipment means an amount estimated by us that may reasonably be expected for an installed and in-use property in an equitable exchange between a willing buyer and a willing seller, neither under any compulsion to buy or sell, both aware of all relevant facts, and assuming the Equipment is in the condition required by this Lease. "Lessee", "you" and "your" mean the party signing below as Lessee. "Lessor", "we", "us" and "our" mean the party signing below as Lessor. "Supplier" means any manufacturer, supplier, wholesaler, or other vendor of the Equipment, Software, Services and/or MNS (all as defined herein, to the extent applicable). "Stipulated Loss Value" means the sum of: (i) all past due and current Payments; (ii) the present value of (A) all remaining Payments, and (B) the amount of the purchase option price or final purchase payment set forth herein, or if none is specified or if the purchase option price is Fair Market Value, then the anticipated end of Term Fair Market Value of the affected item(s) of Equipment, discounted at 2% per annum; and (iii) all other amounts due hereunder.
- COMMENCEMENT.** The Term will commence on the date you satisfy all pre-conditions, as determined by us, or any later date that we designate (the "Commencement Date"). We may require that you verify your acceptance of the Equipment and such information as we may require by telephone, an executed certificate of acceptance or another method acceptable to us. To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights ("Software"), we do not own and have no right, title or interest in the Software. You are responsible for entering into any license and/or other agreement ("Software License") with the Software supplier no later than the Commencement Date. Such agreements are not a part of this Lease and no breach by a licensor under such agreement shall relieve you of your obligations hereunder. You will comply throughout the Term of this Lease with any Software License and any default by you thereunder shall also constitute a default under this Lease. If you signed a purchase order or agreement for the purchase of the Equipment, you hereby assign to us all of your rights, but none of your obligations under it. If a Supplier fails to deliver the Equipment, or the Equipment is unsatisfactory, you agree that we are not liable, and you will not make any claim against us.
- PAYMENTS.** You agree to remit all Payments in U.S. dollars on each Payment Date to the address or account we designate whether or not you receive an invoice. Unless indicated otherwise above, your first Payment will be due and payable one month after the Commencement Date and each other Payment due and payable on the same day of each succeeding month (or the last day of such month if such day does not exist) (the "Payment Date"). We may charge you interim rent reasonably calculated by us based on the Payment prorated on a 30-day calendar month for the period from the date the Equipment is installed until the Commencement Date. This amount will be added to your first invoice. If there are changes in the Equipment, its cost or the calculation of taxes, you authorize us to adjust the Payments by not more than 15% of the original Payment. If any Services or MNS are included in this Lease, then after the first 12 months of the Term, and at the end of each following 12-month period thereafter, the Payments may be increased by up to 15% of the Payment amount in effect at the end of the prior 12-month period. You waive all rights to direct our application of your payments. We may offset any of your obligations to us from any sums we owe to you. This Lease may take into account fees we have paid to, or rebates, discounts, subsidies or other compensation we have received from the Supplier or other third parties.
- TAXES.** You agree to pay and indemnify us from all sales, use, rental, property and other taxes, charges and fees relating to the Equipment or this Lease assessed by any governmental entity or taxing authority. **If you are exempt from sales and use tax, you shall provide us a valid exemption certificate prior to the Commencement Date.** We will file personal property tax returns and pay applicable personal property taxes. You will promptly pay to us the property taxes paid by us. In states assessing upfront sales and use tax, if you choose to include such tax amount as part of the Lease, your Payment, starting with the first invoice, will be adjusted to reflect such tax as a component of the amount we fund under this Lease. In other states, applicable sales and use tax will be included on your invoice. To the extent any sales or use tax is due on Services or payments therefor, such sales or use tax is not included in the Payment but shall be set forth on your invoices and paid by you as and when the Payment is paid. If the Payment includes amounts for MNS, sales, use, and similar taxes will be charged on the entire Payment amount at the rate applicable to use or rental of the Equipment. In connection with the termination of this Lease, you agree to pay us any taxes accrued or assessed but not yet due and payable, or our estimate of such amounts. You agree to pay us a tax administrative fee of \$12 per unit of Equipment per year during the Term. This Lease assumes we are entitled to certain tax benefits, as owner of the Equipment, and you agree to indemnify us for any lost tax benefits caused by your acts or omissions.
- LATE CHARGES.** For any payment more than 5 days late, you shall pay us a late charge of the greater of 5% of the amount due or \$35.00.
- OWNERSHIP, SECURITY INTEREST, USE, MAINTENANCE AND REPAIR.** We own the Equipment, excluding any Software. If this Lease is a secured transaction, you grant us a security interest in the Equipment and all proceeds thereof to secure all obligations you owe us under this Lease and any other equipment lease or equipment loan. In no event shall this Lease be secured by any improved real property, building or mobile home insurable under the National Flood Insurance Program. We may file UCC financing statements, amendments and continuations. So long as you are not in default, we assign to you our rights, if any, under manufacturer or Supplier written warranties, to the extent assignable. With respect to the Equipment, you shall: (a) keep it in your exclusive control and possession and not remove it from the Equipment Location; (b) USE IT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use it in conformity with all insurance and manufacturer requirements; (d) at your cost, keep it repaired and maintained in good working order and as required by any applicable warranty and/or maintenance contract, and furnish and replace all parts of the Equipment as may become worn out or damaged; (e) give us access to inspect it and its maintenance and other records and you agree to pay our costs in connection therewith; (f) at your cost, mark and identify the Equipment as we request; (g) not lease or sell it; (h) not permit it to attach to real property; (i) keep it free of all security interests, encumbrances and liens, except those in favor of us; and (j) not make any alterations, additions or improvements which detract from its value, useful life, or function. Any alterations, additions or improvements shall be deemed part of the Equipment.
- INDEMNITY.** YOU AGREE TO DEFEND AND INDEMNIFY US AGAINST ALL LOSSES, DAMAGES, CLAIMS, LIABILITIES, OBLIGATIONS, SUITS, INJURIES, COSTS AND REASONABLE ATTORNEYS' FEES, INCURRED, CAUSED OR ASSERTED BY ANY PERSON OR ENTITY, IN ANY MANNER RELATING TO THE LEASE OR THE EQUIPMENT.
- LOSS OR DAMAGE.** You assume all risks of loss, theft, seizure, damage to or destruction of the Equipment. If any item of Equipment is damaged and can be repaired, you shall promptly notify us in writing and, at your cost, within 30 days of such damage, repair the affected item. If any item of Equipment is lost, stolen, seized or damaged beyond repair, you will promptly notify us in writing and, at our option you will, at your cost, within 30 days after such event, either: (a) replace the affected item with a comparable item acceptable to us, or (b) for each affected item (calculated on the pro rata cost of the affected item(s) as compared to the total cost of all items of Equipment), pay us the Stipulated Loss Value for each such item. Upon our receipt of such

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF ALL PAGES OF THIS AGREEMENT AND AGREES TO THE TERMS ON THE ATTACHED PAGE(S).

Lessor: **WELLS FARGO VENDOR FINANCIAL SERVICES, LLC**

Lessee: **MAMAKATING LIBRARY DISTRICT DBA BLOOMINGBURG FREE LIBRARY**

By: _____ Date: _____

By: _____ Date: _____

Print Name and Title: _____

Print Name and Title: _____

XXXXX6200

Federal Tax ID: _____

Stipulated Loss Value, we will transfer to you all our rights, title and interest in the affected item(s) AS-IS, WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED. Insurance proceeds will be applied toward repair, replacement or payment owing to us.

9. INSURANCE. You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; (b) maintain commercial general liability insurance, covering personal injury and property damage and naming us as additional insured, and (c) at our request, provide us evidence of such insurance. All insurance policies must be issued by carriers acceptable to us, provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and provide deductible amounts and terms acceptable to us.

10. NET LEASE; UNCONDITIONAL OBLIGATION. This Lease is a net lease. YOU SELECTED THE EQUIPMENT. THE SUPPLIER IS NOT OUR AGENT AND IS NOT AUTHORIZED TO MODIFY THIS LEASE. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. YOUR OBLIGATIONS HEREUNDER ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SET-OFF FOR ANY REASON WHATSOEVER. WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES, OR EXPENSES OF ANY KIND CAUSED, DIRECTLY OR INDIRECTLY, BY ANY EQUIPMENT OR THE USE, INABILITY TO USE, OR MAINTENANCE OR SERVICE OF ANY EQUIPMENT, OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. If a Supplier fails to fulfill any obligation to you, you shall not make any claim against us and shall continue to fully perform hereunder. The parties intend this Lease to be a finance lease under Article 2A of the UCC and you waive all rights and remedies conferred upon a lessee thereby.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS. You represent and warrant that: (a) this Lease and all related documents (together, the "**Documents**") constitute valid, enforceable, legal and binding agreements; (b) you have authority to enter into the Documents and your execution and performance thereof will not: (i) violate any judgment, order, law or regulation or other financing; or (ii) result in any breach of, constitute a default under, or result in the creation of any lien or encumbrance upon any Equipment pursuant to any other agreement or instrument; (c) there are no suits or proceedings pending or threatened against or affecting you; (d) your exact legal name is as set forth on page 1; (e) you are and will be at all times validly existing and in good standing under the laws of the State of your organization; (f) you are and will remain qualified to do business in each jurisdiction where Equipment is located and where you conduct business; (g) you are and will remain in compliance with all laws, rules and regulations applicable to the operation of your business, the Equipment and/or its use, and at your cost you shall make all modifications and improvements to the Equipment required by law; (h) you and each person who you control or own a controlling interest in, or who owns a controlling interest in or otherwise controls you (collectively, "**Representatives**") are and will remain in compliance with all laws, rules, regulations and orders concerning sanctions, embargoes, and the prevention and detection of corruption, bribery, money laundering and terrorism; and (i) neither you nor any of your Representatives does or will do business in, or is or will be located in a jurisdiction subject to any territorial or country-based sanctions program or listed on any sanctions-related list of designated persons maintained or enforced by the United States government or any other jurisdiction in which you or your Representatives are located or operate or which has authority over you or your Representatives.

12. DEFAULT. You will be in default hereunder if: (a) you fail to make any payment due hereunder within 10 days of the due date; (b) you or a guarantor of your obligations under any Document ("**Guarantor**") (i) breach any other obligation under any Document or guaranty and fail to correct such violation within 10 days following notice, (ii) become insolvent, are dissolved, stop doing business, or has a petition filed by or against you or it under any bankruptcy or insolvency law, (iii) default under any other agreement now existing or hereafter entered into with us or any of our affiliates, (iv) provide any representation or warranty or information that is or becomes false or misleading; (c) any Equipment is illegally used; or (d) without our prior written consent, you or a Guarantor or any person or entity that directly or indirectly controls you or a Guarantor (1) experience a change in control or ownership (in one or multiple transactions), (2) transfer substantially all of its assets, (3) merge or consolidate with another entity, or (4) experience a division or divisive merger. Time is of the essence.

13. REMEDIES. If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BENEFIT OF THE BARGAIN AND NOT AS A PENALTY, the Stipulated Loss Value; (b) declare any other agreements between you and us in default; (c) require you to return the Equipment at your cost to a place we designate; (d) with or without legal process, repossess or disable the Equipment and we will not be responsible for any losses related to such action; (e) demand that you immediately cease using the Software and remove all Software from any piece of equipment on which it is installed, upon which you shall provide us a certificate signed by your officer indicating the same, (f) lease or sell the Equipment or any portion thereof, and apply the proceeds as may be acceptable to us; (g) charge you interest on all amounts due to us from the due date until paid at the rate of 1.5% per month; (h) charge you for expenses incurred in enforcing our remedies including repossession, repair and collection costs, attorneys' fees and court costs; and (i) cancel or terminate the Lease. These remedies are cumulative and nonexclusive of any other rights and remedies at law or in equity. To the extent permitted by applicable law, you waive any rights conferred by statute or otherwise that may limit any of our rights or remedies hereunder. No failure or delay by us to exercise any right nor any course of dealing will operate as a waiver of our rights, and no waiver or consent shall be binding on us unless in writing, signed by us.

14. END OF TERM; RETURN PROVISIONS. (a) Provided no default exists hereunder, upon not less than 30 days no more than 180 days' written notice to us prior to the end of the Term (or Renewal Term, as defined herein), at Lease expiration you will either (1) return the Equipment; or (2) purchase the Equipment AS-IS, WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED, for the Purchase Option Price. If you do not purchase or return the Equipment as required herein, this Lease WILL CONTINUE ON A SUCCESSIVE MONTH-TO-MONTH BASIS (each a "**Renewal Term**") and you will continue to pay the same Payments until the first day of the month following the date that the Equipment is received by us or you pay us the Purchase Option Price. Such Payments shall be for the lease of the Equipment and will not be applied to the applicable purchase price. We may terminate such continued leasehold interest upon 30 days' notice to you. (b) If (1) you do not purchase the Equipment at the end of the Term (or Renewal Term), (2) you do not extend the Term (or Renewal Term), or (3) the Lease terminates for default or otherwise, then at your cost you will (i) place the Equipment in good condition (except ordinary wear and tear), (ii) disassemble, deinstall, inspect and crate the Equipment in accordance with the manufacturer's recommendations and all regulatory requirements then in effect, and (iii) return the Equipment, freight and insurance prepaid, at your risk to any location we designate. Any such Equipment will be accompanied by all accessories, qualify (if applicable) for continued maintenance under a manufacturer's service and maintenance contract, and include the latest software release provided by the manufacturer or Supplier to you. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. (c) You are responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning or disposing of any Equipment. We shall not be liable for losses arising out of the presence or use of data residing in any Equipment returned to or repossessed by us.

15. JURY TRIAL WAIVER; LAW, VENUE. ALL PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY EQUIPMENT OR THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF IOWA AND ANY LEGAL ACTION OR PROCEEDING MAY BE BROUGHT IN THE FEDERAL OR STATE COURTS OF IOWA. IN NO EVENT SHALL WE BE LIABLE FOR, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE OR EXEMPLARY DAMAGES, WHICH YOU HEREBY EXPRESSLY WAIVE.

16. BILLING AND COLLECTION OF SUPPLIER PAYMENTS. You represent that any repair, maintenance and/or services relative to the Equipment ("**Services**") and/or any remote network monitoring and maintenance, network security services or other IT services ("**Managed Network Services**" or "**MNS**") are being provided by the Supplier and will be governed solely by your separate agreement between Supplier and you relating to such Services and/or MNS ("**Service Agreement**"). We are not a party to any Service Agreement, we are not responsible for any such Services or MNS, and we have not made any representations or warranties with respect to such. You acknowledge that (a) we are billing you for such Services and/or MNS on a pass-through basis on behalf of the Supplier; (b) we may rely on information given by Supplier to us relative to the payments due to Supplier under the Service Agreement (which amounts may be amended from time to time between Supplier and you in accordance with the terms of the Service Agreement, the "**Service Payments**") and we are not responsible for the accuracy of such information; and (c) if the billing arrangement between Supplier and us has terminated for whatever reason, we will cease invoicing you for the Service Payments and Supplier will be solely responsible for such billing and collection thereafter. If any Equipment is designated "Service Only", you acknowledge and agree that: (1) we do not own such Equipment; (2) we are not providing such Equipment to you pursuant to the terms of this Lease; and (3) the portion of the Payment which relates to such Equipment includes only the full-service maintenance of such Equipment and not the use or rental of such Equipment. You acknowledge that we may (on behalf of Supplier) bill you for any supply freight fee that the Supplier charges for shipping supplies to you. You and the Supplier may add, modify or remove MNS in accordance with your separate agreement with the Supplier and without our consent, provided that such agreement does not modify any other terms of this Lease, including without limitation, amounts payable for rental, lease or use of the Equipment. If the Supplier fails to provide any service or fulfill any other obligation to you, or if you have a dispute with the Supplier regarding the Equipment, any Services (including without limitation, any Equipment designated as "Service Only"), or any MNS, you shall not make any claim against us and shall continue to fully perform under this Lease, including continuing to pay us all Payments and other amounts due under this Lease without deduction, delay, offset or withholding of any amounts. Nothing contained in this Section is intended to limit or waive any rights and warranties extended to you by the Supplier, manufacturer or other third party under the Service Agreement relative to the Services, MNS or other matters or preclude you from exercising any rights or remedies you may have relative thereto.

17. MISCELLANEOUS. You may not assign, sell, transfer or encumber any rights or obligations under the Lease or related to the Equipment. We may, without notifying you, sell, assign or encumber any or all of our interest in the Lease and/or Equipment. Our assignee will have all of our rights hereunder, but not our obligations. You agree not to assert against any buyer, assignee or secured party, any claims, offsets or defenses you may have against us. Notices must be in writing and will be deemed given 5 days after mailing first class or sent by recognized overnight courier to the recipient's address set forth above or at such other address last known to the sender. You authorize us, our agents and assignees to obtain credit reports and make credit inquiries about you and disclose your information, including credit applications, payment histories and account information, to our affiliates, assignees and potential assignees, and to credit reporting agencies and other parties having an economic interest in this Lease or the Equipment. If any amount hereunder is higher than allowed under any applicable legal limit, such amount is hereby reduced to the maximum amount allowed. Amounts we receive in excess of a legal limit will be applied to other amounts due by you, or refunded to you, as we determine. We may accept a photocopy, electronically transmitted, or other reproduction (any, a "**Counterpart**") of any Documents as the binding and effective record of such Documents. No Document requiring our signature is binding on us until we sign it. Counterparts (a) bearing our signature, if executed by us manually, or (b) electronically maintained by us if executed by us electronically, shall constitute the sole original document and authoritative record of such Document for establishing its terms and for perfection of a security interest by possession or control. You agree not to raise as a defense to the enforcement of any Document that it was signed and/or transmitted electronically by either party. Your representations, warranties, indemnification obligations, and your obligations to pay or reimburse us for any taxes or any other amounts due by you hereunder shall survive the termination of this Lease. Any claim you have against us must be made within 2 years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms will remain in effect and enforceable. You authorize us to insert or correct missing or incorrect information on the Lease. YOU ACKNOWLEDGE AND CONFIRM THAT YOU HAVE NOT RECEIVED ANY LEGAL, TAX, FINANCIAL OR ACCOUNTING ADVICE FROM US OR THE SUPPLIER. You shall furnish us with current financial statements and/or other information regarding your business and its owners and affiliates as we may request. You agree to promptly sign and deliver additional documents and take additional action as we may request in order to carry out the intent and purpose of this Lease and/or comply with laws or regulations. At our request, you shall pay or reimburse us for any out-of-pocket costs we incur in connection with this Lease. You will notify us before any proposed change in your legal name, address, type of legal entity or state of formation. The amounts payable by you hereunder may include a profit to us. THE LEASE INCORPORATES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, UNLESS MODIFIED IN A WRITING SIGNED BY THE PARTIES.

State and Local Government Addendum



Wells Fargo Vendor Financial Services, LLC
5000 Riverside Drive Suite 300 East | Irving, TX 75039-4314

Agreement Number **450-7506458-008** dated as of **October 23, 2024**

Name and Address of Customer ("You" and "Your"):
MAMAKATING LIBRARY DISTRICT DBA BLOOMINGBURG FREE LIBRARY
128 Sullivan St
Wurtsboro, NY 12790-8230

This Addendum (this "Addendum") between the above-referenced customer ("Customer") and WELLS FARGO VENDOR FINANCIAL SERVICES, LLC ("Company") is made and entered into as of the date of the financing arrangement corresponding to the account number set forth above (the "Agreement").

1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

2. GOVERNMENTAL PROVISIONS. Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term if funds are legally available; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness or require voter approval, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

3. LIMITATIONS. The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Customer relative to Non-Appropriation set forth in the Agreement or in this Addendum are subject to any limitations imposed by applicable law. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

4. CHOICE OF GOVERNING LAW. Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located and the parties agree to the non-exclusive jurisdiction and venue of the state and federal courts in such state.

5. ADDITIONAL NEW YORK PROVISIONS.

(a) The Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Agreement, and no liability on account thereof shall be incurred by Customer beyond the amount of such monies. The Agreement is not a general obligation of Customer. Neither the full faith and credit nor the taxing power of the Customer, is pledged to the payment of any amount due or to become due under such Agreement. It is understood that neither the Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Agreement. If required by law, the terms and conditions of Section 109 of the New York General Municipal Law are incorporated herein by reference.

(b) If Customer is a state entity, with respect to this Agreement, Customer agrees that Company and any assignee of Company's rights under this Agreement (each an "Assignee") is a banking or financial institution engaged solely in processing a financial transaction and therefore, Company and any such Assignee is exempt from the reporting requirements of Executive Order No. 162.

(c) In accordance with applicable New York law, Company acknowledges that it may not assign, transfer or convey this Agreement and/or any of Company's right, title or interest therein, or its power to execute the same, without the prior written consent of the officer, board, agency or department awarding the Agreement to Company.

6. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. Company may in its sole discretion, accept a photocopy, electronically transmitted, facsimile or other reproduction of this Addendum as the binding and effective record of this Addendum whether or not an ink signed copy hereof is also received by Company from Customer.

IN WITNESS WHEREOF, Customer and Company have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

Company: **WELLS FARGO VENDOR FINANCIAL SERVICES, LLC**

Customer: **MAMAKATING LIBRARY DISTRICT DBA BLOOMINGBURG FREE LIBRARY**

By: _____ Date: _____

By: _____ Date: _____

Print Name and Title: _____

Print Name and Title: _____

Delivery and Acceptance Certificate



Wells Fargo Vendor Financial Services, LLC
5000 Riverside Drive Suite 300 East | Irving, TX 75039-4314

Account Number **450-7506458-008** dated as of **October 23, 2024**

Name and Address of Customer ("You" and "Your"):
MAMAKATING LIBRARY DISTRICT DBA BLOOMINGBURG FREE LIBRARY
128 Sullivan St
Wurtsboro, NY 12790-8230


The Account Number referenced above corresponds to the applicable schedule entered into under a master lease or loan agreement or an individual lease or loan agreement, as the case may be (the "Transaction"). "Equipment" means the equipment and other property as described in the Transaction. **WELLS FARGO VENDOR FINANCIAL SERVICES, LLC** and its successors and assigns is the lessor or lender under the Transaction, and is also referred to as "we", "us" and "our". "Customer" means the above referenced entity or sole proprietorship and is the lessee or borrower under the Transaction and is also referred to as "you" and "your". Capitalized terms used but not defined herein shall have the meanings given to them in the Transaction. You hereby authorize us to insert or update the date set forth below with the best information we have available.

Pursuant to the provisions of the Transaction identified above, as of the date set forth below you, hereby certify and warrant to us that: (a) all Equipment has been delivered and installed (if applicable) on the date set forth below; (b) you have inspected the Equipment, and all such testing as you deem necessary has been performed by you or the vendor/supplier or the manufacturer of the Equipment; and (c) you irrevocably accept the Equipment for all purposes of the Transaction.


You further certify that as of the date hereof: (i) you are not in default under the Transaction; and (ii) the representations and warranties made by you pursuant to or under the Transaction are true and correct.

You hereby direct us to pay the vendor/supplier of the Equipment and agree that an electronically transmitted copy of this document containing your signature may be treated as an original for all purposes.

Customer: **MAMAKATING LIBRARY DISTRICT DBA BLOOMINGBURG FREE LIBRARY**



Signature of authorized signer



Print Name and Title



Date*

*Date upon which the Equipment was delivered, installed, and accepted by Customer.



MAMAKATING

LIBRARY

Social Media Policy

The Mamakating Library uses social media applications to assist the library in fulfilling its mission by creating and disseminating content to promote library news, programs, events, services, and materials. The Library Director and designated staff contribute to the library's social media pages.

The library's social media pages are meant for positive interactions. Comments and posts are welcome; however, the library reserves the right, but is not obligated, to review, edit, or remove posts that are deemed inappropriate, are in violation of the law or library policies, include copyrighted, trademarked or plagiarized material, or involve spam, solicitations, or advertisements. The Mamakating Library is not responsible for or liable for any content posted by any participant in a Library social media forum who is not a member of the Library's staff.

Users should have no expectation of privacy in postings on Library sponsored social media sites. By using such sites, you consent to the Library's right to access, monitor, and read any postings on those sites. Users must understand that social media is permanent, retrievable, and public. Messages can potentially be read by anyone once posted, regardless of status on Friends, Followers, or Subscribers Lists. The Library recommends that users do not post their personal information or contact information on social media sites.

Posts containing any of the following may be removed:

- Obscene comments
- Threatening or harassing language, insults, or personal attacks
- Private or personal information, including phone numbers and addresses, or requests for personal information
- Potentially libelous statements
- Falsification of identity

- Copyrighted, trademarked, or plagiarized material
- Material in violation of laws or library policies
- Comments, links, or information unrelated to the purpose of the forum
- Duplication of another post by the same user
- Spam or other commercial, political, or proselytizing messages or activity
- Solicitation of funds
- Photos or other images unrelated to the library, its mission, its discussion topics, or its activities

Repeated violations of this policy will culminate in commenters being blocked. Any threatening comments or messages may be forwarded to local authorities.

In addition, users are expected to abide by the terms and conditions set by third party social media platforms as well as follow appropriate Federal and State Law.

The Library asks that individual user complaints be addressed directly to the Library Administration so they can be addressed quickly and specifically. Social Media is not the mechanism used by the Library to document or address Library user problems and concerns, or influence Library policy, procedures, or programs. All concerns should be emailed to mam@rcls.org and will be forwarded accordingly.

Draft 10/17/2024



MAMAKATING

LIBRARY

Freedom of Information Policy

In compliance with Public Offices Law, article 6, and NYS Executive Law, §206-a [1§] §208, (suggested remove by COOG) the Board of Trustees of Mamakating Library adopts this Freedom of Information Law Policy.

RECORDS ACCESS OFFICER

As Chief Executive Officer of the Mamakating Library, the Library Director is hereby designated to Records Access Officer of the Library and can be reached by email at mam@rcls.org or in person at 128 Sullivan Street, Wurtsboro, NY 12790. (Suggestion from COOG)-

The Records Access Officer shall: comply with the responsibilities of this office as outlined in the NYS Committee on Open Government's (COOG) Model Rules for Agencies, Section 2(2) a-g:

- a. Maintain an up-to-date subject matter list.
- b. Assist persons seeking records to identify the records sought, if necessary, and when appropriate, indicate the manner in which the records are filed, retrieved or generated to assist persons in reasonably describing records.
- c. Contact persons seeking records when a request is voluminous or when locating the records involves substantial effort, so that personnel may ascertain the nature of records of primary interest and attempt to reasonably reduce the volume of records requested.
- d. Upon locating the records, take one of the following actions:
 - a. Make records available for inspection; or,
 - b. Deny access to the records in whole or in part and explain in writing the reasons therefor.
- e. Upon request for copies of records:
 - a. Make a copy available upon payment or offer to pay established fees, if any, in accordance with Section 8; or,
 - b. Permit the requester to copy those records.
- f. Upon request, certify that a record is a true copy ; and
- g. Upon failure to locate records, certify that:
 - a. (insert name of agency or municipality) is not the custodian for such records, or
 - b. The records of which (insert name of agency or municipality) is a custodian cannot be found after diligent search.



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- ~~a. Respond to all inquiries relating to the availability to the public of the office's records pursuant to the Freedom of Information Law within a specified five days following receipt of request~~
- ~~b. Receive and process requests for access to records in the manner prescribed by law~~
- ~~c. Maintain a current list of records, indexed according to subject matter, for public inspection~~
- ~~d. Comply with these and all other duties as itemized in Section §50.3 of the Law~~

SUBJECT MATTER LIST

The Records Access Officer shall maintain and make available ~~for public inspection and copying a correct list, by subject matter, of these records, as enumerated within the Freedom of Information Law, which are available for public inspection. The subject matter list shall be updated no less frequently than twice per year and shall be ready for public scrutiny within thirty (30) days of passage of this policy.~~ documents in accordance with the schedules published in the Records Retention and Disposition Schedule for New York Local Government Records (LGS-1) issued by the University of the State of New York, The State Education Department, and New York State Archives.

FOIL REQUESTS

- a. Shall be submitted to the Records Access Officer in writing ~~., using the An~~ "Application for Public Access to Records" ~~and is available at the Circulation Desk and on the library website or via email. Requests~~ shall specify whether the petitioner wishes to ~~see inspect and read the requested item~~ or receive a copy.
- b. Shall be answered within five business days (Monday through Friday) of the date the request is received by: ~~If the document/information is not immediately available, the Records Access Officer shall notify the requesting individual when and how the requested record will be available~~



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- a. informing a person requesting records that the request or portion of the request does not reasonably describe the records sought, including direction, to the extent possible, that would enable that person to request records reasonably described;
- b. granting or denying access to records in whole or in part;
- c. acknowledging the receipt of a request in writing, including an approximate date when the request will be granted or denied in whole or in part, which shall be reasonable under the circumstances of the request and shall not be more than twenty business days after the date of the acknowledgment, or if it is known that circumstances prevent disclosure within twenty business days from the date of such acknowledgment, providing a statement in writing indicating the reason for inability to grant the request within that time and a date certain, within a reasonable period under the circumstances of the request, when the request will be granted in whole or in part; or
- d. if the receipt of request was acknowledged in writing and included an approximate date when the request would be granted in whole or in part within twenty business days of such acknowledgment, but circumstances prevent disclosure within that time, providing a statement in writing within twenty business days of such acknowledgment specifying the reason for the inability to do so and a date certain, within a reasonable period under the circumstances of the request, when the request will be granted in whole or in part. (NYS COOG, Model Rules for Agencies, Section 5(3) a-d)

Also, I will reorder these so that b (response list) comes last in this section

- c. Shall be sufficiently detailed to identify the specific document requested
- d. Shall include the name, mailing address, and telephone number of the requesting individual sufficient contact information to notify the patron of access, denial, or questions regarding their request.
- e. May require payment for copies

INSPECTING AND/OR COPYING RECORDS

If access to inspect records is granted, records may be inspected by the public at the Library in the presence of the Records Access Officer or his/her designee during regular hours of Library operation. If the original of the record includes information, details and/or particulars requiring deletion, the individual requesting shall only be permitted to inspect a copy of the record with deletions. recieve the redacted copy of the record. (Clarification via COOG).



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Copying of the record will be performed by the Records Access Officer upon payment of the fees established adopted by the Board of Trustees, in accordance with NYS Law.

No original record may be removed from the office where the record is kept.

DENIAL OF REQUESTS

Should the Records Access Officer deny access, said denial may be appealed to the Board of Trustees Records Appeal Officer by the individual requesting the record within the 30 days allowable by law.

The Board of Trustees President shall serve as the Records Appeal Officer. (New COOG Recommendation to name 1 person/job title to this office.)

FEES

No fee may be charged for:

- a. inspection of records;
- b. search for records; or
- c. any certification pursuant to this part.

~~a. Inspection of the itemized records, prepared pursuant to section §7(3)(b) of the Freedom of Information Law setting forth the name, address, title, and salary of each officer or employee of the office~~

~~b. Inspection of the current list by subject matter of all records that the office is required to maintain~~

~~c. Inspection of records which do not require deletion of any parts thereof~~

~~d. Inspection of a copy of a record which required deletion.~~

~~FOIL requests taking longer than two hours to fulfill may be charged the lowest hourly rate of the employee with the skills and access to complete said FOIL requests.~~



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The fee for a copy of a record which does not exceed either 9" in width or 14" in length shall be twenty-five cents (25¢) per page.

Fees charged for a copies of records are based on the actual cost of reproduction and may include only the following:

- a. an amount equal to the hourly salary attributed to the lowest paid employee who has the necessary skill required to prepare a copy of the requested record, but only when more than two hours of the employee's time is necessary to do so; and
- b. the actual cost of the storage devices or media provided to the person making the request in complying with such request; or
- c. the actual cost to the agency of engaging an outside professional service to prepare a copy of a record, but only when an agency's information technology equipment is inadequate to prepare a copy, and if such service is used to prepare the copy. (NYS COOG, *Model Rules for Agencies*, Section 8(4) a-c)

PUBLIC NOTICE

The Records Access Officer shall cause public notice to be posted near the Circulation Desk of the Library informing members of the public of:

- a. The Records Access Officer's business address and business telephone number
- b. The time and place records will be made available for inspection and copying
- c. The right to appeal by any person denied access to records
- d. The name, business address, and business telephone number of the Records Appeals Officer.

FREEDOM OF INFORMATION LAW

Any details not specified in this policy should be located in the actual law, which may be found at <https://www.dos.ny.gov/about/foil.html> (2/2021)
<https://opengovernment.ny.gov/freedom-information-law>



MAMAKATING

L I B R A R Y

Adopted 5/7/08

Amended 5/14/2024

Amended 8/14/2024

DRAFT 10/15/2024



MAMAKATING

LIBRARY

Application for Public Access to Records

Records Access Officer: Cheryl Jones, Library Director

I hereby apply for access to the following documents to: Inspect Receive Copies (Circle one)

Name: _____ Phone: _____

Signed: _____ Date: _____

Representing: _____

Mailing Address: _____

A response to this request will be sent within five (5) business days after the application was received. In accordance with law and the library's FOIL Policy, there will be a fee of \$.25/page for copies and possible fees for staff time incurred with large or complicated requests. The full FOIL policy is available at mamakatinglibrary.org

For Agency Use Only:

Approved: _____

Denied: (For reason(s) checked below)

- Confidential Disclosure
- Unwarranted Invasion of Privacy
- Record of which this agency is legal custodian cannot be found
- Record is not maintained by this agency
- Exempted by Statute other than the Freedom of Information Act
- Other (Specified below)
- Part of investigatory files

Signature _____ Title: _____ Date: _____