

Town of Esopus Library
April Board of Trustees Meeting
Wednesday April 28, 2021

Agenda

Call to order Susan Leiching

Approval of March Board Meeting Minutes – 3/24/21
Approval of Emergency Board Meeting Minutes – 4/15/21

Public Comment Public

Treasurer's Report/Finance Committee Gilbert Ramos

Director's Report Brooke Dittmar

Committees

1. Buildings and Grounds - Don Carragher
2. Governance and Personnel – Susan Leiching
3. Research and Development – Gilbert Ramos
4. Sustainability - Don Carragher

Adjournment

Resolutions:

2021-13 – Payment of March Claims

2021-14 – Personnel Actions – K. Charles-Scaringi, T. Bruck, A. Klonfas

2021-15 – Establishment of Entry Level Wages

2021-16 – Approval of 2022 Budget

2021-17 – Code Adam Policy Update

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2021-16 – Approval of 2022 Budget

2021-17 – Code Adam Policy Update

2021-18 – Replacement of older lighting with LED lighting

TOWN OF ESOPUS LIBRARY

BOARD OF TRUSTEES EMERGENCY MEETING MINUTES

April 15, 2021

Board Members Present: Susan Leiching, Don Carragher, Gilbert Ramos, Anne O'Neill, Jim Fitzmorris and Laura Lauria

Board Members Excused: 0

Board Members Absent: Rhea Paniesin

Staff Present: Brooke Dittmar, Mary Garraty

I. CALL TO ORDER –

The Board meeting of the Town of Esopus Library Board of Trustees was called to order by President Susan Leiching at 6:11 pm. This meeting was held via the online application Zoom due to the COVID-19 Pandemic. The purpose of this emergency board meeting is to approve the purchase a new phone system, because the current phone system stopped working.

- **Resolution #12 of 2021 (Purchase of New Phone System):** The Board of Trustees of the Town of Esopus Library accepts and approves the purchase of a new telephone system from Superior Telephone Systems. A motion to accept the resolution was made by Don Carragher and seconded by Anne O'Neill.
AYES: 6 NAYS: 0; ABSTENTIONS: 0
Board Members Excused: 0
Board Members Absent: 1

ADJOURNMENT

There being no further business or discussion, Jim Fitzmorris made a motion to adjourn and it was seconded by Don Carragher. The meeting adjourned at 6:17pm.

AYES: 6; NAYS: 0; ABSTENTIONS: 0

Board Members Excused: 0

Board Members Absent: 1

Prepared by Mary Garraty, Secretary to the Town of Esopus Library Board of Trustees

TOWN OF ESOPUS LIBRARY BOARD OF TRUSTEES MEETING MINUTES March 24, 2021

Board Members Present: Susan Leiching, Don Carragher, Gilbert Ramos, Anne O'Neill, Rhea Paniesin, Jill Abrahamsen, Jim Fitzmorris and Laura Lauria (*arrived after Research & Development Committee Report and approval of Resolutions 08, 09, 10 and 11 of 2021*)

Board Members Excused:

Board Members Absent:

Staff Present: Brooke Dittmar, Mary Garraty

I. CALL TO ORDER –

The Board meeting of the Town of Esopus Library Board of Trustees was called to order by President Susan Leiching at 6:07 pm. This meeting was held via the online application Zoom due to the COVID-19 Pandemic.

II. APPROVAL OF MEETING MINUTES

Written minutes for the February monthly Board meeting held on February 24, 2021 was submitted and open for review.

- A motion to accept the minutes of the February 24th Board meeting was made by Don Carragher and seconded by Jim Fitzmorris.
AYE: 7; NO: 0; ABSTAIN: 0
Board Members Excused: Laura Lauria
Board Members Absent: 0

III. TREASURER'S REPORT/FINANCE – Gilbert Ramos

Written report was submitted. Gilbert reviewed the written report and presented Resolution #08 for acceptance. The financial reports were reviewed and discussed. The budget should be examined and approved in April so that it is ready for the public vote in June.

It was also noted that we need to look for some new board members as we will have 2 openings. Boardstrong.org was recommended as a place to locate board members.

- **Resolution #08 of 2021 (Payment of February Claims):** The Board of Trustees of the Town of Esopus Library accepts and approves the payment of claims from February 1, 2021 to February 28, 2021 for items in the amount of \$10,107.36. A motion to accept the resolution was made by Rhea Paniesin and seconded by Don Carragher.

AYES: 7 NAYS: 0; ABSTENTIONS: 0
Board Members Excused: Laura Lauria
Board Members Absent: 0

IV. DIRECTOR'S REPORT – Brooke Dittmar, Director

Written report submitted. Brooke reviewed the written report. Brooke asked if everyone has seen the digital sign. Susan asked if the time between the slides could be slowed down so that there is more time between panels. The staff is still refining the digital sign process. Great job getting the sign in.

The pandemic has brought to the forefront the need for more digital connectivity across the community. An interesting use for one of the hotspots we offer to patrons was a virtual wake. There are a number of possibilities for receiving additional funds from both the state and federal governments.

The garden plots are going well. A number of people have already signed up.

The annual report to New York State was discussed. Gilbert asked about section 7 of the annual report. Brooke sends out a report to the community in a newsletter.

V. COMMITTEE REPORTS

- **Buildings, Grounds and Signs**–Don Carragher

Written report submitted. Don reviewed the report. This committee will go back to being Buildings and Grounds, since the digital sign is completed and doing well. Our lights are not leased. The original company that installed the lights in the parking lot has been identified. Don has been calling them for three weeks and so far no response. Rhea suggested contacting them via email, if possible. The exterior lighting is done by Cellulux. He suggested using independently switched lights so that the lights go on only when it's really dark. Each light should have its own switch. Brooke spoke with Hudson Archival about a tree branch being cut that partially obscures the sign. There are vines and shrubbery that need to be cut back. The back entrance of the library was not in the original footprint of the library. It looks like it was given to the library at a later date. Brooke said a number of trees are leaning precariously toward the library and will need to come down. The landscaper will contact his friend that does this for an estimate. We are continuing to replace the tiles in the network room ceiling and are waiting for good weather to fix the bridge over the pond.

- **Governance and Personnel** – Rhea Paniesin

Written report submitted. Rhea reviewed the report. Rhea said they reviewed 2 policies and there are resolutions for approving the updates to both of them.

- **Resolution #09 of 2021 (Annual Report to NY State Library)** The Board of Trustees of the Town of Esopus Library accepts the 2020

Annual Report to the NY State Library. A motion to accept the resolution was made by Gilbert Ramos and seconded by Jim Fitzmorris. AYES: 7; NAYS: 0; ABSTENTIONS: 0

Board Members Excused: Laura Lauria

Board Members Absent: 0

- **Resolution #10 of 2021 (Unattended Children Policy Update)** The Board of Trustees of the Town of Esopus Library accepts the changes to the Unattended Children Policy. A motion to accept the resolution was made by Jim Fitzmorris and seconded by Anne O'Neill.

AYES: 7; NAYS: 0; ABSTENTIONS: 0

Board Members Excused: Laura Lauria

Board Members Absent: 0

- **Resolution #11 of 2021 (Challenging Petitions Policy Update)** The Board of Trustees of the Town of Esopus Library accepts the changes to the Challenging Petitions Policy. A motion to accept the resolution was made by Anne O'Neill and seconded by Rhea Paniesin.

AYES: 7; NAYS: 0; ABSTENTIONS: 0

Board Members Excused: Laura Lauria

Board Members Absent: 0

- **Research and Development – Gilbert Ramos**

Gilbert reviewed the committee meeting minutes. The committee discussed access to the Foundation Directory. Brooke said she has a link to access it from home. The hotspots are about \$30 per month. The committee has narrowed down the number of grants to assist with the cost. The committee is also looking for an environmental grant to help with the garden. Brooke said that the hotspots will hopefully be funded by an ALA (American Library Assn.) Community Outreach Fund Grant and the Greene County Bank grant.

- **Sustainability Committee – Don Carragher**

Written report submitted. Don reviewed the Committee meeting minutes. We continue to move through the ALA (American Library Assn.) Sustainability document, and we are on part H. Turning Outward training has been reviewed. Don encourages everyone to login to review these programs online. We are not doing the program Turning Outward but it is a good idea to review the program. We moved onto point 5 for profit and not-for-profit groups. We are still discussing adding a tool shed since the community garden is a popular activity.

Gilbert asked when we will be able to review the budget. Brooke said the budget will be available a week before the April Finance committee meeting. It

needs to be reviewed thoroughly. Once the Finance committee approves it, it can go to the entire board for review and approval at the next Board meeting.

Rhea asked about the email Gilbert sent out regarding a car charging station proposal. NYSERDA is reimbursing \$8000. Gilbert sent out everything he received from EV Connect. We may have to revisit the quote from the electrician. Gilbert thinks that this is a good idea to do since this is the way the country is going.

Susan is looking for someone to join the Finance committee.

VI. ADJOURNMENT

There being no further business or discussion, Jim Fitzmorris made a motion to adjourn and it was seconded by Anne O'Neill. The meeting adjourned at 7:07pm.

AYES: 8; NAYS: 0; ABSTENTIONS: 0

Board Members Excused: 0

Board Members Absent: 0

Prepared by Mary Garraty, Secretary to the Town of Esopus Library Board of Trustees

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Prepared by Mary Garraty, Secretary to the Town of Esopus Library Board of Trustees

Buildings and Grounds Committee
Town of Esopus Library
April 12, 2021
Present: Brooke, Anne, James and Donald.

We have been without a working phone system for two weeks. The present system is no longer serviced by Cisco, the manufacturer, and a new system is proposed. Brooke has researched several local libraries and spoken in great detail with a local supplier and the Board will address it at a special meeting scheduled on April 15th.

With the warmer weather, Jim is ready to tackle the reconstruction of the fish pond bridge. Please offer to help.

Brooke organized the plot- lines in the community garden and it will soon be ready for planting. Central Hudson has a discounted price for refitting interior lighting that Brooke applied for and should hear from them soon.

A proposal was received from Jaffer Electric for the Electric Vehicle Charging Station. We must view other set-ups to decide on the best placement and policies for parking, usage and availability to the public.

The fire inspection is due and should happen in the next 2-3 weeks. Refitting of the parking lot lights is on hold as the company has not yet returned calls for availability of LED retrofits.

Don did some vine and shrub cutting. The northern property line is very dense and overgrown. Several trees have been killed and/or broken by the dense vine growth. Anyone with some free time is encouraged to whack away at will.

Jim offered to do tree cutting. Brooke has pointed out several trees that are now bent over or leaning over the lawn at steep angles.

Next meeting is scheduled for May 10th at 4:00 pm via Zoom.

Submitted: Donald Carragher.

Director's Report to the Board

April 28, 2021

Brooke Dittmar

We've had a very active month. We had an energy audit for our inside lights, and have received a cost estimate that is much lower than for any of the 3 or 4 audits we have had in the past. It is my understanding that this modest cost is because Central Hudson will be absorbing 70% of the total cost.

We have also started getting proposals for the car charger project.

I am happy to report that we have been awarded a grant of \$3,000 from the American Library Association. It is for the outreach grant that I described previously. We are required to do their training for engaging the public through public conversations, in order to find out what is important to them, and to help us work on ways to help achieve those goals. Our funds will be spent on hotspots and computers to loan out.

In other financial news, we have been awarded a \$1,000 grant from The Bank of Greene County Foundation! This grant is to pay for laptops for patron use.

By now you have in hand the 2022 proposed budget. That's always particularly time-consuming at a time I'd rather be out in the Spring-time air! This is the budget that the public will vote on in June.

By now you know that we have increased our open hours, during which a person can browse for books, etc., for 15 minutes, 3 people at a time. We have created many appointment slots designated for computer use, and "curbside pickup" has become "lobby pick up".

The community garden is up and running! It's looking good, with the plots all re-measured, and plants starting to grow. We had our first Zoom meeting, with full attendance. Our COVID safety protocols have changed a bit this year, but are still very much in place.

The new phone system has been ordered, and should be installed next week (no date set yet). We are all excited about coming out of the dark ages of telephones. I think you'll enjoy the new system, too.

On Monday Tim Bruck will join our staff as a Library Clerk. He has a lot of experience working circulation, and we are glad to have his help! I'll have him attend a board meeting soon, so that you can meet him.

Mid-Hudson Library System has announced their Spring online Trustee training schedule. These are very helpful, and new information is imparted every year, even within the same workshop title. Trustee Essentials is a workshop that is required of our Trustees, so please sign up and attend if you have not attended this workshop within your current term. You can also take it every year, if you like. I often attend myself. They are interesting, and sometimes eye-opening. The numbers of trainings that our Trustees attend during the year are also items that we must report on the NYS Annual Report.

Trustee Essentials Workshop

1. Thursday, May 13th, 10:00-11:30 am
or
2. Tuesday, May 18th, 5:30-7:00 pm

Core Values & Ethics

1. Tuesday, May 25th, 5:30-7:00 pm
or
2. Thursday, May 27th, 10:00-11:30 am

Intermediate Level Workshops:

1. Financial & Fiduciary Responsibility- Tuesday, June 8th 10:00-11:30 am
2. Legal Issues: Open Meetings Law & Freedom of Information Law (FOIL)-
Tuesday, June 15th, 5:30-7:00 pm

Advanced Level Workshop:

1. Seven Habits of Highly Effective Boards- Wednesday, June 23rd, 10:00-11:30 am

Town of Esopus Library
Finance Committee
April 8,2021

The payment of claims was reviewed by the Finance committee and a resolution for approval will be presented to the Board on April 28th.Board meeting.Review of the claims resulted in a query regarding Otis elevator bill as to why we are paying them in advance for a full quarters' work(3 months). Additionally a question was raised why we are utilizing them when the elevator is not being used due to covid closure of the library. Brooke stated she would look at the contract and contact Otis elevator.

Some money will need to be moved around, our cleaning expense is less expensive so it was decided to move \$1,000. into snow plowing due to lots of snow. \$2,300. will be moved from the vacant account clerk position to fund the professional accountant line.

Superior Telephone Systems has submitted a proposal for a new telephone system the cost is approximately \$9,469.69, it is agreed that it should be paid from retained earnings(surplus balance).

A copyof the preliminary budget has been provided to committee members for input and adjustments. Board members should be receiving copies shortly for their input.

Accountant informed Brooke that the library needs a Capitalization policy, but had difficulty explaining it in plain language. He did provide a sample copy of one from Highland Library, further research needs to be done in order to understand how to properly write said policy.

Attendance: Brooke, Susan, Gilbert

Respectfully submitted,

Gilbert Ramos

Town of Esopus Library
Finance Committee
April 8, 2021

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Attendance: Brooke, Susan, Gilbert

Respectfully submitted,

Gilbert Ramos

**Town of Esopus Library
Governance and Personnel Committee**

**April 13, 2021
(2nd Tuesday, @ 5pm)**

Attendance: Susan Leiching, Brooke Dittmar, Laura Lauria

Excused: Rhea Paniesin

The Committee met via Zoom.

We reviewed the Free Access to Libraries for Minors. There is no change to the statement which is from the ALA. The adopted date needs to be completed – June 30, 2004. Review date by board for April 28, 2021.

We reviewed the code Adam policy. Remove the **Need for the Policy**. Replace with “If a child is reported missing in the library, the procedure is:”

Remove step 8 and replace with:

8. Staff must fill out an incident report if the Code Adam alert is triggered.

Remove the alternate number on step 4.

In step 3, employees will check the following areas:

One Employee will check upstairs	One Employee will check downstairs	One Employee will check all library grounds outside
Children’s Room	Staircase	Pond area
Teen Room	Kitchen	Garden area
Upstairs Bathrooms	Downstairs Bathrooms	Solar array area
Book Drop Room	Book Store	
Utility Room	All downstairs Utility Rooms	
Elevator		

It was noted in the Board of Trustees Library Manual – there is a tabbed area for Mission and Vision. **Please remove from your manual.** The Mission Statement and the Vision Statement are found in Library Policy Manual Section.

Meeting adjourned at 6:05pm

Respectfully submitted,
Susan Leiching

Next meeting is May 11, 2021

Town of Esopus Library
Research and Development Committee
April 14, 2021

We have been awarded the ALA outreach grant, called "Transforming Communities". The Bank of Greene County has awarded the library \$1,000. The money will go towards purchasing laptops to lend out. We discussed the next step in acquiring interior lighting for the library would be how to pay for it. Central Hudson offers a monthly payment plan with the cost of the lighting being added to your electric bill. The other option would be to pay it out of unappropriated fund balance. The charging stations are pretty much the same process only that once they are installed we would apply for grant money and would take 30 to 40 days to receive a rebate. Rebate is a flat \$8,000. per charging station.

Finding grants for video equipment has been challenging, and Gilbert would like suggestions on where to look or subjects to look for. The community garden has also been equally challenging, suggestions were made to search under beautification, sustainability, and healthy eating.

Present: Kristin, Anne, Laura, Gilbert. Absent: Rhea

Respectfully submitted,

Gilbert Ramos
Chairperson

Sustainability Committee
Town of Esopus Library
Meeting: 4/14/21

Present: Kristin, James and Donald.

The big news is the awarding of a \$3000 grant that Kristin successfully applied for. She had described the process and her goals for it over the last meetings. The committee has been working on the ALA 'sustainability document' for months and in the H section much of the work described will be addressed by the new grant. There will be a series of efforts outlined by Kristin that will included: local government, area membership groups- seniors, youth, congregations, non-profit and for-profits and schools. Part of the grant will fund the purchase of additional cellular Hotspots and laptops. As many of us have become very aware of the 'digital divide' it is important for the library to be active here, as libraries always have, in the spreading of knowledge.

Part of the implementation of this effort will include additional training. I encourage all trustees to look at this if not actually take part:

[Libraries Transforming Communities: Facilitation Skills for Small and Rural Libraries | Tools, Publications & Resources \(ala.org\)](#)

Several more contacts were discussed for Kristin to consider reaching out to. Please speak to Kristin if you are a part of or familiar with a group or organization in our community.

Next meeting: May 12th at 4:00 pm via Zoom.

Submitted: Donald Carragher

Income

Tax Appropriation	Tax Incr 3%	\$408,790
PILOT		\$3,849
Library charges		\$6,000
Gift & Donations		\$8,000
Foundation		\$48,380
Grants/ Fund Raising		\$4,000
State Aid		\$9,000
Dividends/Earnings		\$4,000
Fund Balance		<u>\$7,050</u>
Total Income		\$499,069

Expenses (Summary)

Employee Expenses		
Wages		\$266,641
Payroll Expenses		\$52,248
Medical		<u>\$60,000</u>
		\$378,889
Collection Development		
Books		\$7,700
Recordings		\$9,500
Serials		<u>\$3,200</u>
		\$20,400
Professional Expenses		
Professional Services Fees		\$14,490
MHLS		\$12,475
Professional Development		<u>\$1,630</u>
		\$28,595
Facilities Expenses		
Utilities		\$13,850
Building Maintenance		<u>\$35,900</u>
		\$49,750
Office Expenses		\$4,470
Information Technology		\$9,800
Programming and Outreach		<u>\$7,165</u>
Total Expenses		\$499,069

Detailed Expenses (make changes to expenses here; the above section references this)

Employee Expenses

Wages

Director - full-time BD	Salary	Dir- 3.5%	\$84,310
Assistant Director KCS	40 hrs/wk	All others- 5.60%	\$27.32 \$56,823
Lib. Ass't CM	28 hrs/wk		\$18.01 \$26,229
Clerk, Office New	20 hrs/wk		\$14.26 \$14,830
Adult and Teen Programmer BJ	25 hrs/wk		\$17.64 \$22,927
Children's Programmer New	25 hrs/wk		\$15.84 \$20,592
Library Clerk AK	26 hrs/wk		\$15.42 \$20,845
Board Secretary MG	5 hrs/mo		\$16.37 \$4,256
Library Clerk New	20 hrs/wk		\$14.26 \$14,830
Wage Contingency			\$1,000
Total Wages			\$266,641

Payroll Expenses

Social Security	\$16,532
Medicare	\$3,866
State Unemploy	\$1,900
State Retirement	\$27,200
Workman's Comp	\$2,000
NYS Disability	\$750
Total Payroll Expenses	\$52,248

Health & Major Med \$60,000

Total Employee Expenses \$378,889

Collection Development**Print Books**

Adult Fiction	\$2,900
Adult Non-fiction	\$2,050
Juvenile Fiction	\$900
Juvenile Non-Fiction	\$250
Young Adult Fiction	\$550
Young Adult Non-Fiction	\$250
Large print	\$800

Total Print Books	\$7,700
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Recordings

Adult Books	\$1,400
Adult Movies	\$1,600
Adult Music	\$300
Juvenile Books	\$350
Family/Juv Movies	\$700
Electronic books	\$1,300
E-Content	\$3,850

Total Recordings	\$9,500
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Serials

Newspapers	\$2,300
Magazines	\$900

Total Serials	\$3,200
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Total Collection Development	\$20,400
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Programming and Outreach

Programming	\$6,765
Outreach	\$400

Total Programming and Outreach	\$7,165
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Information Technology

Software	\$1,600
Hardware	\$2,300
New Computers	\$2,000
Copier	\$3,500
Equipment Repair	\$400

Total Information Technology	\$9,800
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Professional Expenses**Professional Fees**

Legal	\$1,000
Accountant	\$5,400
Election Inspectors	\$340

Professional Travel	\$250
Audit	<u>\$7,500</u>
Total Professional Fees	\$14,490
 Mid-Hudson Library System	
Circulation charges	\$3,800
MHLS License	\$2,900
System Fee/ILL	\$4,200
IT Consulting	<u>\$1,575</u>
Total Mid-Hudson Library Syst	\$12,475
 Professional Development	
Class/Wrkshp/Confs	\$400
Training Travel	\$600
Professional Memberships	<u>\$630</u>
Total Professional Development	\$1,630
 Total Professional Expenses	\$28,595
 Facilities Expenses	
Utilities	
Cable/Internet	\$3,200
Electricity	\$7,000
Water/Sewer	\$600
Telephone	\$1,800
Trash	<u>\$1,250</u>
Total Utilities	\$13,850
 Building Maintenance/Expenses	
Custodial Supplies	\$750
Security System	\$1,500
Grounds: Snow	\$2,600
Grounds: Mow/Weeding	\$3,450
Grounds: Other	\$400
Cleaning	\$3,000
Maintenance	\$5,000
Carpet/Floors	\$900
Walls/Painting	\$1,000
Elevator	\$2,700
HVAC	\$3,000
Ann Op Permit	\$100
Windows	\$500
Property Insurance	<u>\$11,000</u>
Totl Building Maint/Expenses	\$35,900
 Total Facilities Expenses	\$49,750

Office Expenses**Office Supplies**

Library Supplies	\$1,700
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Office Supplies	\$1,300
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Postage	\$270
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Copier Paper	\$400
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Total Office Supplies	\$3,670
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Publicity	500
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Office Travel	\$300
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Total Office Expenses	\$4,470
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Total Expenses	\$499,069
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CODE ADAM POLICY

If a child is reported missing in the library, the procedure is:

1. Obtain a detailed description of the child including name, age, hair and eye color, and the approximate height and weight. Details of the clothing, such as color and style, should also be collected. Be sure to also get a description of the shoes the child is wearing, as these are not likely to be changed by an abductor. Take note of the time.
2. Go to the nearest facility phone and page "Code Adam." Announce the description of the missing child. Staff working at the main desk should go to the front door. Ask all patrons to please stay seated. Look out in the parking lot to see if you notice any children leaving in a car. The parent/guardian of the missing child should be escorted to the front of building to assist in the identification of the child.
3. After hearing "Code Adam" all regular work will stop. Employees will check the following areas:

One Employee will check upstairs	One Employee will check downstairs	One Employee will check all library grounds outside
Children's Room	Staircase	Pond area
Teen Room	Kitchen	Garden area
Upstairs Bathrooms	Downstairs Bathrooms	Solar array area
Book Drop Room	Book Store	
Utility Room	All downstairs Utility Rooms	
Elevator		

4. If the child is not found in ten minutes, call the Ulster County Sheriff via 911.
5. If the child is found and appears to have been lost and unharmed, reunite the child with the parent/guardian.
6. If the child is found accompanied by someone other than the parent/guardian use reasonable efforts to delay the departure of the adult accompanying the child, but do not put yourself, or the people around you, at risk. Call the sheriff and identify the adult seen with the child.
7. Conclude the incident by announcing over the PA, "Code Adam Cancelled."
8. Staff must fill out an incident report if the Code Adam alert is triggered.

The Reis Group

Dave Palmer 845-943-6631 **OR**

Debbie Worthley 845-338-4656



9. This program, like a fire drill, should be practiced at least twice per year. Drills will be logged as per the Personnel Policy Manual.

Responsibilities: The Director is responsible to ensure the Library follows this practice and to ensure that the drills are scheduled as appropriate and that staff members participate.

Adopted by the Board of Trustees: February 28, 2007

Revised by the Board of Trustees January 26, 2011

Revised by the Board of Trustees: November 20, 2013

Revised by the Board of Trustees: April 28, 2021

Entry Level Wages as set by the Board of Trustees

POSITION TITLES	NUMBER OF POSITIONS	NUMBER FILLED	ENTRY LEVEL WAGE Start 4/29/21
Library Director I	1	1	60,984- 64,000/yr
Assistant Library Director I	1	1	25.89/hr
Library Assistant	4	1	14.75./hr
Adult and Teen Programmer	1	1	15.84/hr
Library Assistant II (Children's Program)	1	0	15.84/hr
Story Teller	1	0	13.50/hr
Library Clerk	2	2	13.50 /hr
Senior Account Clerk/Typist	1	0	15.50/hr
Senior Account Clerk	1	0	15.31/hr
Account Clerk/Typist	1	0	15.00/hr
Clerk	6	0	13.50/hr
Page	3	0	Min Wage '21- 12.50
Secretary to the Board of Trustees	1	1	14.00/hr
Librarian I	1	0	20.00/hr
Library Manager	1	0	—
Community Relations Coordinator	1	0	—
Custodial Worker	1	0	—

Adopted by the Board of Trustees: January 22, 2014

Revised by the Board of Trustees: June 25, 2014

Revised by Board of Trustees: February 22, 2017

Revised by the Board of Trustees: August 22, 2018

Revised by the Board of Trustees: March 24, 2019

Revised by the Board of Trustees: April 28, 2021

Free Access to Libraries for Minors

Library policies and procedures that effectively deny minors equal and equitable access to all library resources available to other users violate the Library Bill of Rights. The American Library Association opposes all attempts to restrict access to library services, materials, and facilities based on the age of library users.

Article V of the *Library Bill of Rights* states, "A person's right to use a library should not be denied or abridged because of origin, age, background, or views." The "right to use a library" includes free access to, and unrestricted use of, all the services, materials, and facilities the library has to offer. Every restriction on access to, and use of, library resources, based solely on the chronological age, educational level, literacy skills, or legal emancipation of users violates Article V.

Libraries are charged with the mission of developing resources to meet the diverse information needs and interests of the communities they serve. Services, materials, and facilities that fulfill the needs and interests of library users at different stages in their personal development are a necessary part of library resources. The needs and interests of each library user, and resources appropriate to meet those needs and interests, must be determined on an individual basis. Librarians cannot predict what resources will best fulfill the needs and interests of any individual user based on a single criterion such as chronological age, educational level, literacy skills, or legal emancipation.

Libraries should not limit the selection and development of library resources simply because minors will have access to them. Institutional self-censorship diminishes the credibility of the library in the community, and restricts access for all library users.

Children and young adults unquestionably possess First Amendment rights, including the right to receive information in the library. Constitutionally protected speech cannot be suppressed solely to protect children or young adults from ideas or images a legislative body believes to be unsuitable for them.¹ Librarians and library governing bodies should not resort to age restrictions in an effort to avoid actual or anticipated objections, because only a court of law can determine whether material is not constitutionally protected.

The mission, goals, and objectives of libraries cannot authorize librarians or library governing bodies to assume, abrogate, or overrule the rights and responsibilities of parents. As "Libraries: An American Value" states, "We affirm the responsibility and the right of all parents and guardians to guide their own children's use of the library and its resources and services." Librarians and governing bodies should maintain that parents—and only parents—have the right and the responsibility to restrict the access of their children—and only their children—to library resources. Parents who do not want their children to have access to certain library services, materials, or facilities should so advise their children. Librarians and library governing bodies cannot assume the role of parents or the functions of parental authority in the private relationship between parent and child.

Lack of access to information can be harmful to minors. Librarians and library governing bodies have a public and professional obligation to ensure that all members of the community they serve have free, equal, and equitable access to the entire range of library resources regardless of content, approach, format, or amount of detail. This principle of library service applies equally to all users, minors as well as adults. Librarians and library governing bodies must uphold this principle in order to provide adequate and effective service to minors.

¹See Erznoznik v. City of Jacksonville, 422 U.S. 205 (1975)-"Speech that is neither obscene as to youths nor subject to some other legitimate proscription cannot be suppressed solely to protect the young from ideas or images that a legislative body thinks unsuitable [422 U.S. 205, 214] for them. In most circumstances, the values protected by the First Amendment are no less applicable when government seeks to control the flow of information to minors. See Tinker v. Des Moines School Dist., *supra*. Cf. West Virginia Bd. of Ed. v. Barnette, 319 U.S. 624 (1943)."

Adopted June 30, 1972, by the ALA Council; amended July 1, 1981; July 3, 1991, June 30, 2004

Reviewed by the Board of Trustees: April 28, 2021

Resolution of the Board of the Town of Esopus Library

Resolution 14 of the Year 2021

Personnel Actions

Recommended By Director

Pending Personnel Action Detailed in table below.

Name/Number	Civil Service Title	Type of Action	Effective Date(s)	Wages
Kristin Charles-Scaringi	Assistant Library Director	Pay Raise	3/21/21	\$25.89 / hr.
Timothy Bruck	Library Clerk	Hire	4/26/21	\$13.50 / hr.
Adrienne Klonfas	Library Clerk	Pay Raise	4/29/21	14.60 / hr.

Action Requested **MOVED** that the Board of Trustees of the Town of Esopus Library District approve the personnel actions listed above including retroactive pay to current date.

Motion Moved Anne O'Neill

Seconded Don Carragher

Result of Action In Favor 6

Against 0

Abstaining 1

Excused 0

Absent 0

Approved by the Board this Wednesday, April 28, 2021

Approving Signature: Susan Leiching
Susan Leiching, Board President

RESOLUTION OF THE BOARD OF THE TOWN OF ESOPUS LIBRARY

RESOLUTION 15 of 2021

Establishment of Entry Level Wages

WHEREAS, Entry level wages need to be reviewed and updated regularly taking into account changes such as increases to the minimum wage set by New York State.

WHEREAS, the attached chart shows updated entry level wages by Civil Service Title

RESOLVED, the Board of Trustees of the Esopus Library approves the entry level wages as set forth in the chart.

FURTHER RESOLVED, that this resolution shall take effect immediately.

Moved: Rhea Paniesin Seconded: Don Carragher

VOTE: Ayes: 7 Nays: 0 Abstentions: 0 Excused: 0

Approved by the Board this Wednesday, April 28, 2021

Approving Signature: Susan Leiching
Susan Leiching, Board President

Entry Level Wages as set by the Board of Trustees

POSITION TITLES	NUMBER OF POSITIONS	NUMBER FILLED	ENTRY LEVEL WAGE Start 4/29/21
Library Director I	1	1	60,984- 64,000/yr
Assistant Library Director I	1	1	25.89/hr
Library Assistant	4	1	14.75./hr
Adult and Teen Programmer	1	1	15.84/hr
Library Assistant II (Children's Program)	1	0	15.84/hr
Story Teller	1	0	13.50/hr
Library Clerk	2	2	13.50 /hr
Senior Account Clerk/Typist	1	0	15.50/hr
Senior Account Clerk	1	0	15.31/hr
Account Clerk/Typist	1	0	15.00/hr
Clerk	6	0	13.50/hr
Page	3	0	Min Wage '21- 12.50
Secretary to the Board of Trustees	1	1	14.00/hr
Librarian I	1	0	20.00/hr
Library Manager	1	0	—
Community Relations Coordinator	1	0	—
Custodial Worker	1	0	—

Adopted by the Board of Trustees: January 22, 2014

Revised by the Board of Trustees: June 25, 2014

Revised by Board of Trustees: February 22, 2017

Revised by the Board of Trustees: August 22, 2018

Revised by the Board of Trustees: March 24, 2019

Revised by the Board of Trustees: April 28, 2021

RESOLUTION OF THE BOARD OF THE TOWN OF ESOPUS LIBRARY
Resolution 16 of Year 2021

2022 BUDGET

WHEREAS, a planned budget for the next year needs to be in place prior to the annual vote on the first Tuesday in June

RESOLVED, the Board of Trustees of the Town of Esopus Library approves the 2022 budget in the amount of \$499,069.00, with a tax appropriation of \$408,790.00, in order to continue the same level of service to the Town of Esopus

FURTHER RESOLVED, that this resolution shall take effect immediately.

Moved: Jim Fitzmorris Seconded: Don Carragher

VOTE: Ayes: 7 Nays: 0 Abstentions: 0 Excused: 0 Absent: 0

Approved by the Board this Wednesday, April 28, 2021

Approving Signature: Susan Leiching

Susan Leiching, Board President

Income

Tax Appropriation	Tax Incr 3%	\$408,790
PILOT		\$3,849
Library charges		\$6,000
Gift & Donations		\$8,000
Foundation		\$48,380
Grants/ Fund Raising		\$4,000
State Aid		\$9,000
Dividends/Earnings		\$4,000
Fund Balance		<u>\$7,050</u>
Total Income		\$499,069

Expenses (Summary)

Employee Expenses		
Wages		\$266,641
Payroll Expenses		\$52,248
Medical		<u>\$60,000</u>
		\$378,889
Collection Development		
Books		\$7,700
Recordings		\$9,500
Serials		<u>\$3,200</u>
		\$20,400
Professional Expenses		
Professional Services Fees		\$14,490
MHLS		\$12,475
Professional Development		<u>\$1,630</u>
		\$28,595
Facilities Expenses		
Utilities		\$13,850
Building Maintenance		<u>\$35,900</u>
		\$49,750
Office Expenses		\$4,470
Information Technology		\$9,800
Programming and Outreach		<u>\$7,165</u>
Total Expenses		\$499,069

Detailed Expenses (make changes to expenses here; the above section references this)

Employee Expenses

Wages

Director - full-time BD	Salary	Dir- 3.5%	\$84,310
Assistant Director KCS	40 hrs/wk	All others- 5.60%	\$27.32 \$56,823
Lib. Ass't CM	28 hrs/wk		\$18.01 \$26,229
Clerk, Office New	20 hrs/wk		\$14.26 \$14,830
Adult and Teen Programmer BJ	25 hrs/wk		\$17.64 \$22,927
Children's Programmer New	25 hrs/wk		\$15.84 \$20,592
Library Clerk AK	26 hrs/wk		\$15.42 \$20,845
Board Secretary MG	5 hrs/mo		\$16.37 \$4,256
Library Clerk New	20 hrs/wk		\$14.26 \$14,830
Wage Contingency			\$1,000

Total Wages \$266,641

Payroll Expenses

Social Security	\$16,532
Medicare	\$3,866
State Unemploy	\$1,900
State Retirement	\$27,200
Workman's Comp	\$2,000
NYS Disability	\$750

Total Payroll Expenses \$52,248

Health & Major Med \$60,000

Total Employee Expenses \$378,889

Collection Development**Print Books**

Adult Fiction	\$2,900
Adult Non-fiction	\$2,050
Juvenile Fiction	\$900
Juvenile Non-Fiction	\$250
Young Adult Fiction	\$550
Young Adult Non-Fiction	\$250
Large print	\$800

Total Print Books \$7,700

Recordings

Adult Books	\$1,400
Adult Movies	\$1,600
Adult Music	\$300
Juvenile Books	\$350
Family/Juv Movies	\$700
Electronic books	\$1,300
E-Content	\$3,850

Total Recordings \$9,500

Serials

Newspapers	\$2,300
Magazines	\$900

Total Serials \$3,200

Total Collection Development \$20,400

Programming and Outreach

Programming	\$6,765
Outreach	\$400

Total Programming and Outreach \$7,165

Information Technology

Software	\$1,600
Hardware	\$2,300
New Computers	\$2,000
Copier	\$3,500
Equipment Repair	\$400

Total Information Technology \$9,800

Professional Expenses**Professional Fees**

Legal	\$1,000
Accountant	\$5,400
Election Inspectors	\$340

Professional Travel	\$250
Audit	<u>\$7,500</u>
Total Professional Fees	\$14,490
 Mid-Hudson Library System	
Circulation charges	\$3,800
MHLS License	\$2,900
System Fee/ILL	\$4,200
IT Consulting	<u>\$1,575</u>
Total Mid-Hudson Library Syst	\$12,475
 Professional Development	
Class/Wrkshp/Confs	\$400
Training Travel	\$600
Professional Memberships	<u>\$630</u>
Total Professional Development	\$1,630
 Total Professional Expenses	\$28,595
 Facilities Expenses	
Utilities	
Cable/Internet	\$3,200
Electricity	\$7,000
Water/Sewer	\$600
Telephone	\$1,800
Trash	<u>\$1,250</u>
Total Utilities	\$13,850
 Building Maintenance/Expenses	
Custodial Supplies	\$750
Security System	\$1,500
Grounds: Snow	\$2,600
Grounds: Mow/Weeding	\$3,450
Grounds: Other	\$400
Cleaning	\$3,000
Maintenance	\$5,000
Carpet/Floors	\$900
Walls/Painting	\$1,000
Elevator	\$2,700
HVAC	\$3,000
Ann Op Permit	\$100
Windows	\$500
Property Insurance	<u>\$11,000</u>
Totl Building Maint/Expenses	\$35,900
 Total Facilities Expenses	\$49,750

Office Expenses**Office Supplies**

Library Supplies	\$1,700
Office Supplies	\$1,300
Postage	\$270
Copier Paper	\$400

Total Office Supplies	\$3,670
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Publicity	500
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Office Travel	\$300
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Total Office Expenses	\$4,470
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Total Expenses	\$499,069
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**RESOLUTION OF THE BOARD OF THE TOWN OF ESOPUS LIBRARY
RESOLUTION 13 OF 2021**

Payment of claims
March 1, 2021, to March 31, 2021

WHEREAS, the total of all claims for payment, excluding wages and taxes, from March 1, 2021 to March 31, 2021, is \$32,575.64.

WHEREAS, the Board has agreed to purchase all goods and services

WHEREAS, funds from the operating budget will be used pay these claims

RESOLVED, the Board of the Town of Esopus Library accepts and approves the payment of these March 1, 2021 to March 31, 2021, 2021 items in the amount of \$32,575.64.

FURTHER RESOLVED, that this resolution shall take effect immediately.

Moved: Rhea Paniesin Seconded: Jim Fitzmorris

VOTE: Ayes: 7 Nays: 0 Abstentions: 0 Excused: 0 Absent: 0

Approved by the Board this Wednesday, April 28, 2021

Approving Signature: Susan Leiching

Susan Leiching, Board President

1:44 PM

04/02/21

Accrual Basis

Town of Esopus Library
Check Listing
As of March 31, 2021

Type	Date	Num	Name	Memo	Clr	Split	Credit
Checking/Savings							
A0200 Cash Operating Fund							
2020 Bank of GC Checking 6086							
Check	03/04/2021	3156	Shelter Point Life Insurance Co.	V21-0055	X	A7410.800 Disability Ins.	34.30
Check	03/04/2021	3157	T-Mobile	V21-0056	X	19 Internet	59.72
Check	03/04/2021	3158	Dutcess TEKCON Industries, Inc.	V21-0057	X	A7410.452 HVAC Maint	457.50
Check	03/04/2021	3159	Spectrum Business	V21-0063	X	19 Internet	249.99
Check	03/04/2021	3160	Christopher J. O'Connor CPA	V21-0064	X	A7410.437 Accountant	450.00
Check	03/15/2021	3161	American Printing & Office Supplies	V21-0066	X	A7410.452 Custodial Supplies	5.92
Check	03/15/2021	3162	Royal Carting Service Co	V21-0067	X	A7410.452 Trash	101.18
Check	03/15/2021	3163	Delta Dental	V21-0068	X	A7410.800 Health & Maj. Med.	166.75
Check	03/15/2021	3164	Al Larking & Son, Inc.	V21-0069		Snow Removal	1,540.00
Check	03/15/2021	3165	Office Depot	V21-0070	X	A7410.430 Office Supplies	99.78
Check	03/15/2021	3166	Neil Murray	V21-0071	X	Adult - Presenters	50.00
Check	03/15/2021	3167	Central Hudson	V21-0072	X	Electric	665.73
Check	03/24/2021	3177	Mid-Hudson Library System	V21-0073		General Assessment Fee	1,689.14
Check	03/15/2021	3168	Brodart	V21-0074	X	-SPLIT-	206.27
Check	03/15/2021	3169	Brodart	V21-0075	X	-SPLIT-	16.50
Check	03/15/2021	3170	Brodart	V21-0076	X	-SPLIT-	165.79
Check	03/15/2021	3171	Brodart	V21-0077	X	-SPLIT-	112.48
Check	03/15/2021	3172	Brodart	V21-0078	X	-SPLIT-	58.19
Check	03/15/2021	3173	Brodart	V21-0079	X	-SPLIT-	35.17
Check	03/15/2021	3174	Brodart	V21-0080	X	-SPLIT-	37.92
Check	03/15/2021	3175	Brodart	V21-0081	X	-SPLIT-	68.22
Check	03/15/2021	3176	Timely Signs	V21-0082	X	A0480 Prepaid Expenses	18,415.00
Check	03/24/2021	3178	MVP Healthcare, Inc.	V21-0083	X	A7410.800 Health & Maj. Med.	4,920.64
Check	03/24/2021	3179	Visa	V21-0084		A7410.433 Stamps/Regular Mail	55.00
Check	03/24/2021	3180	Verizon Business	V21-0085	X	A7410.4311 Long Distance	8.27
Check	03/24/2021	3181	Michael Keene	V21-0086		Adult Programs	25.00
Check	03/24/2021	3182	Kathleen Foley	V21-0087		Adult Programs	250.00
Check	03/24/2021	3183	SYNCOB/Amazon	V21-0088	X	-SPLIT-	176.36
Check	03/24/2021	3184	Tina Whittaker	V21-0089		A7410.452 Cleaning Services	120.00
Check	03/24/2021	3185	Otis Elevator Company	V21-0090		A7410.452 Elevator	665.82
Check	03/24/2021	3186	Eastern VSP, Inc.	V21-0091	X	A7410.800 Health & Maj. Med.	81.93
Check	03/24/2021	3187	OverDrive, Inc.	V21-0092	X	A7410.412 Adult Books - E-books	407.94
Check	03/24/2021	3188	Midwest Tape	V21-0093	X	A7410.412 Adult DVD	247.13
Check	03/24/2021	3189	Midwest Tape	V21-0094	X	A7410.412 Family DVD	76.71
Check	03/24/2021	3190	Midwest Tape	V21-0095	X	A7410.412 Adult Music - CD	52.96
Check	03/31/2021	3191	Verizon	V21-0096		19 Telephone	124.77
Check	03/31/2021	3192	National Business Leasing	V21-0097		A7410.439 Printer/Copier	244.65
Check	03/31/2021	3193	T-Mobile	V21-0098		19 Internet	59.72
Check	03/31/2021	EFT-WVV-MAR	Wage Works	V21-0099	X	A7410.800 Health & Maj. Med.	45.00
Check	03/31/2021	EFT-WVV-0321	Wage Works - Care Card	V21-0100	X	A7410.800 Health & Maj. Med.	328.19
Total 2020 Bank of GC Checking 6086							32,575.64
Total A0200 Cash Operating Fund							32,575.64
Total Checking/Savings							32,575.64
TOTAL							32,575.64

Year 2021

Town of opus Library
Voucher Log

Report Month	Voucher	Date	Vendor	Audit/Date	Audit Signature	AMT	QB
Feb.	V21-0051	2/24/21	Verizon (local)	3/4/21	Blm	125.14	
Feb.	V21-0052	2/24/21	Verizon Business (long distance)	3/4/21	Blm	5.45	
Feb.	V21-0053	2/24/21	MVP Health Care Inc.	3/4/21	Blm	2,925.79	
Feb.	V21-0054	2/26/21	National Business Leasing	3/4/21	Blm	233.83	
Mar	V21-0055	3/1/21	Shelter Point Life Ins Co	3/4/21	Blm	34.30	
Mar.	V21-0056	03/01/21	T-mobile (hotspots)	3/4/21	Blm	59.72	
Mar	V21-0057	03/2/21	Dutchess Tekcon	3/4/21	Blm	457.50	
Feb.	V21-0058	2/24/21	VSP Vision Care	3/4/21	Blm	12.35	
Mar.	V21-0059	03/3/21	Brodart - Adult Fiction			206.27	
Mar.	V21-0060	03/3/21	Brodart - Adult NP				
Feb	V21-0061	2/28/21	WageWork S Card	3/4/21	Blm	1065.97	
Feb.	V21-0062	2/28/21	WageWorks Admin. Fee	3/4/21	Blm	45.00	
Feb	V21-0063	2/28/21	Spectrum	3/4/21	Blm	249.99	
Mar.	V21-0064	3/3/21	Christopher J. O'Connor CPA	3/4/21	Blm	450.00	
Feb	V21-0065	2/28/21	Tina Whittaker	3/4/21	Blm	120.00	
Mar	V21-0066	3/5/21	American Printing & Office Supply	3/15/21	A. O'Neill	5.92	
Mar	V21-0067	3/9/21	Royal Casting	3/15/21	A. O'Neill	101.18	
Mar	V21-0068	3/9/21	Delta Dental (Allied Administrator)	3/15/21	A. O'Neill	166.75	
Mar	V21-0069	3/10/21	All Larkin & Son	3/15/21	A. O'Neill	1,540.00	
Mar	V21-0070	3/10/21	Office Depot	3/15/21	A. O'Neill	99.78	
Mar	V21-0071	3/10/21	Neil Murray (adult pgm)	3/15/21	A. O'Neill	50.00	
Mar	V21-0072	3/12/21	Central Hudson	3/15/21	A. O'Neill	665.73	
Mar	V21-0073	3/12/21	MHLS	3/15/21	A. O'Neill	1689.14	
Mar	V21-0074	3/12/21	Brodart - Adult Fiction	3/15/21	A. O'Neill	206.27	
Mar	V21-0075	3/12/21	Brodart - Adult Fiction	3/15/21	A. O'Neill	16.50	

void kcs
void kcs

kcs

Year 2021

Town of opus Library
Voucher Log

Report Month	Voucher	Date	Vendor	Audit/Date	Audit Signature	AMT	QB
Mar	V21-0076	3/12/21	Brodart - Adult Non-Fiction	3/15/21	A. O'Neill	165.79	KCS
Mar	V21-0077	3/12/21	Brodart - Juvenile Non-Fiction	3/15/21	A. O'Neill	112.48	KCS
Mar	V21-0078	3/12/21	Brodart - YA Fiction	3/15/21	A. O'Neill	58.19	
Mar	V21-0079	3/12/21	Brodart - YA Fiction KCS	3/15/21	A. O'Neill	85.17	
Mar	V21-0080	3/12/21	Brodart - YA Non-Fiction	3/15/21	A. O'Neill	37.92	
Mar	V21-0081	3/12/21	Brodart - Juvenile Fiction	3/15/21	A. O'Neill	68.22	
Mar	V21-0082	3/15/21	Timely Signs	3/15/21	A. O'Neill	184.15 ⁰⁰	
Mar	V21-0083	3/16/21	MVP Health Care Inc.	3/23/21	Glan	4920.64	
Mar	V21-0084	3/16/21	Visa	3/23/21	Glan	55.00	
Mar	V21-0085	3/16/21	Verizon Business	3/23/21	Glan	8.27	
Mar	V21-0086	3/16/21	Michael Keene	3/23/21	Glan	25.00	
Mar	V21-0087	3/16/21	Kathleen Foley	3/23/21	Glan	250.00	
Mar	V21-0088	3/16/21	Amazon Business	3/23/21	Glan	176.36	
Mar	V21-0089	3/22/21	Tina Whittaker	3/23/21	Glan	120.00	
Mar	V21-0090	3/22/21	Otis Elevator Company	3/23/21	Glan	665.82	
Mar	V21-0091	3/23/21	VSP Vision Care	3/23/21	Glan	81.93	
Mar	V21-0092	3/23/21	Overdrive Inc.	3/23/21	Glan	407.94	
Mar	V21-0093	3/23/21	Midwest Tapes - Physical Audio	3/23/21	Glan	247.13	
Mar	V21-0094	3/23/21	Midwest Tapes (Phy) - Family DVD	3/23/21	Glan	76.71	
Mar	V21-0095	3/23/21	Midwest Tapes (Phy) - Adult CD	3/23/21	Glan	52.96	
Mar	V21-0096	3/24/21	Verizon (local)	4/5/21	A. O'Neill	124.77	
Mar	V21-0097	3/27/21	National Business Leasing	4/5/21	A. O'Neill	244.65	
Mar	V21-0098	3/27/21	T-Mobile	4/5/21	A. O'Neill	59.72	
Mar	V21-0099	3/31/21	WageWorks Admin. Fee	4/5/21	A. O'Neill	45.00	
Mar	V21-0100	3/31/21	WageWorks Card			328.19	

Year 2021

Town of ^{ES}pus Library
Voucher Log

Report Month	Voucher	Date	Vendor	Audit/Date	Audit Signature	AMT	QB
Mar	V21-0101	3/31/21	Spectrum Business	4/5/21	A. O'Neill	249.99	
Apr.	V21-0102	4/5/21	Plattekill Public Library			10.00	
Apr.	V21-0103	4/5/21	Midwest Tape (Hbopla)			249.94	
Apr.	V21-0104	4/5/21	Dutchess Tekon Industries Inc			198.00	
Apr.	V21-0105	4/5/21	Christopher J. O'Connor CPA			450.00	
Apr.	V21-0106	4/5/21	Royal Carting Service Company			101.18	
Apr.	V21-0107	4/5/21	Ulster County Library Association			111.04	
Apr.	V21-0108	4/5/21	Port Ewen Water Sewer District			38.92	
Apr.	V21-0109	4/6/21	Blackstone Publishing			378.50	
	V21-0110						
	V21-0111						
	V21-0112						
	V21-0113						
	V21-0114						
	V21-0115						
	V21-0116						
	V21-0117						
	V21-0118						
	V21-0119						
	V21-0120						
	V21-0121						
	V21-0122						
	V21-0123						
	V21-0124						
	V21-0125						

...REVISED VOUCHER LOG 2021

**RESOLUTION OF THE BOARD OF THE TOWN OF ESOPUS LIBRARY
RESOLUTION 18 OF 2021**

Replacement of Older Lighting with LED Lighting

WHEREAS, the Sustainability Committee has requested the replacement of our existing lighting with LED fixtures and bulbs, in order to reduce our carbon footprint

WHEREAS, The Finance Committee has approved the expenditure in the lighting replacement proposal, as it will reduce electricity costs going forward

WHEREAS, the purchase price for these new light fixtures, bulbs and labor is \$4,980.81

WHEREAS, payment for the system will come out of the unappropriated fund balance of the operating checking account.

RESOLVED, the Board of Trustees of the Town of Esopus Library accepts and approves the purchase and installation of new light fixtures and bulbs from Lime Energy, through the Central Hudson Small Business Direct Install Lighting Program.

FURTHER RESOLVED, that this resolution shall take effect immediately.

Moved: Jim Fitzmorris Seconded: Rhea Paniesin

VOTE: Ayes: 7 Nays: 0 Abstentions: 0 Excused: 0 Absent: 0

Approved by the Board this Wednesday, April 28, 2021

Approving Signature: Susan Leiching

Susan Leiching, Board President



Central Hudson Small Business Direct Install Lighting Program

Energy Efficiency Proposal

Presented to:

Town of Esopus Library
Brooke Dittmar (Director)
Esopus Library
128 Canal St & Rt 9w

Port Ewen, NY 12466-0000
845-338-5580
Esopusdirector@gmail.com

Presented by:

Fred Alvarado
Energy Service Representative
LIME ENERGY SERVICES CO.

123 Rombout Ave
Beacon, NY 12508
917-569-4839
WALVARADO@LIME-
ENERGY.COM



Contents:

- 2 Scope of Work
- 5 Delivery Plan
- 6 Summary
- 7 Payment Options
- 8 Participation Agreement
- 12 Payment Information

Accept this proposal today to join over
4,681 businesses that have already
upgraded and started to save on their
bottom line!

Scope of Work

Building: ESOPUS LIBRARY		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
1	Floor 1: Main Entry	A 2x4, 2-Lamp T12 Fluorescent Fixture	2	will be replaced with a New LED 26W LED 2x4 Prismatic Troffer	2	Watts: 151 Est. Hours: 3,441 kWh:520
2	Floor 1: Open Books Area	A 2x4, 2-Lamp T12 Fluorescent Fixture	25	will be replaced with a New LED 26W LED 2x4 Prismatic Troffer	25	Watts: 1,887 Est. Hours: 3,441 kWh:6,494
3	Floor 1: Room 109	A 2x4, 2-Lamp T12 Fluorescent Fixture	3	will be Retrofit with (2) 4' RLED 4100K Lamps.	3	Watts: 186 Est. Hours: 3,441 kWh:642
4	Floor 1: Room 109	A 1x4, 1-Lamp T12 Fluorescent Fixture	1	will be Retrofit with (1) 4' RLED 5000K Lamp.	1	Watts: 43 Est. Hours: 3,441 kWh:145
5	Floor 1: Room 108	A 2x4, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with (2) 4' RLED 4100K Lamps.	1	Watts: 62 Est. Hours: 3,441 kWh:214
6	Floor 1: Room 108	A 1x4, 1-Lamp T12 Fluorescent Fixture	1	will be Retrofit with (1) 4' RLED 4100K Lamp.	1	Watts: 43 Est. Hours: 3,441 kWh:145
7	Floor 1: Room 107	A 1x4, 1-Lamp T12 Fluorescent Fixture	4	will be Retrofit with (1) 4' RLED 4100K Lamp.	4	Watts: 169 Est. Hours: 3,441 kWh:581
8	Floor 1: Room 107	A 1x4, 1-Lamp T12 Fluorescent Fixture	4	will be Retrofit with (1) 4' RLED 4100K Lamp.	4	Watts: 169 Est. Hours: 3,441 kWh:581
9	Floor 1: Staff Restroom	A 2x4, 3-Lamp T12 Fluorescent Fixture	1	will be Retrofit with (3) 4' RLED 4100K Lamps.	1	Watts: 104 Est. Hours: 3,748 kWh:391
10	Floor 1: Restroom	A 2x4, 3-Lamp T12 Fluorescent Fixture	1	will be Retrofit with (3) 4' RLED 4100K Lamps.	1	Watts: 104 Est. Hours: 3,441 kWh:359

Building: ESOPUS LIBRARY		Existing Fixture		Proposed Fixture		Est. Energy Savings by Line Item
Line	Location	Existing Type	Qty	Proposed Type	Qty	
11	Floor 1: Room 112	A 1x4, 1-Lamp T12 Fluorescent Fixture	3	will be Retrofit with (1) 4' RLED 4100K Lamp.	3	Watts: 127 Est. Hours: 3,441 kWh:435
12	Floor 1: Room 112	A 1x4, 1-Lamp T12 Fluorescent Fixture	3	will be Retrofit with (1) 4' RLED 4100K Lamp.	3	Watts: 127 Est. Hours: 3,441 kWh:435
13	Floor 1: Room 110	A 2x4, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with (2) 4' RLED 4100K Lamps.	1	Watts: 62 Est. Hours: 3,441 kWh:214
14	Floor 1: Room 110	A 1x4, 1-Lamp T12 Fluorescent Fixture	1	will be Retrofit with (1) 4' RLED 4100K Lamp.	1	Watts: 43 Est. Hours: 3,441 kWh:145
15	Floor 1: Room 103	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with (2) 4' RLED 4100K Lamps.	1	Watts: 62 Est. Hours: 3,441 kWh:214
16	Lower Level: HVAC Room	A 1x4, 2-Lamp T12 Fluorescent Fixture	6	will be Retrofit with (2) 4' RLED 4100K Lamps.	6	Watts: 373 Est. Hours: 3,748 kWh:1,398
17	Lower Level: Storage	A 1x4, 2-Lamp T12 Fluorescent Fixture	14	will be Retrofit with (2) 4' RLED 4100K Lamps.	14	Watts: 870 Est. Hours: 3,748 kWh:3,262
18	Lower Level: Restroom	A 2x4, 3-Lamp T12 Fluorescent Fixture	2	will be Retrofit with (3) 4' RLED 4100K Lamps.	2	Watts: 209 Est. Hours: 3,748 kWh:782
19	Lower Level: Open Area	A 2x4, 3-Lamp T12 Fluorescent Fixture	21	will be Retrofit with (3) 4' RLED 4100K Lamps.	21	Watts: 2,191 Est. Hours: 3,748 kWh:8,212
20	Lower Level: Kitchen	A 2x4, 3-Lamp T12 Fluorescent Fixture	3	will be Retrofit with (3) 4' RLED 4100K Lamps.	3	Watts: 313 Est. Hours: 3,748 kWh:1,173

Building: ESOPUS LIBRARY		Existing Fixture		Proposed Fixture		Est. Energy Savings by Line Item
Line	Location	Existing Type	Qty	Proposed Type	Qty	
21	Lower Level: Open Area	(2) 17w Quad Compact Fluorescent Lamp.	15	will be replaced with a 10w Par30 Dimming LED Lamp.	15	Watts: 632 Est. Hours: 3,748 kWh:2,371
22	Lower Level: Room 099	A 1x4, 2-Lamp T12 Fluorescent Fixture	4	will be Retrofit with (2) 4' RLED 4100K Lamps.	4	Watts: 248 Est. Hours: 3,748 kWh:932
23	Lower Level: Landing	(2) 17w Quad Compact Fluorescent Lamp.	4	will be retrofit with a 16w Dimming Hardwire LED Can Retrofit Kit.	4	Watts: 142 Est. Hours: 3,748 kWh:533
24	Lower Level: Landing	A 1x4, 2-Lamp T12 Fluorescent Fixture	2	will be Retrofit with (2) 4' RLED 4100K Lamps.	2	Watts: 125 Est. Hours: 3,748 kWh:466

Annual Total Est. kW Savings *	5.292
Annual Total Est. kWh Savings **	30,644

* 1000 Watts = 1 kW

** Est kWh Savings = Est. kW Savings x Est. Hours of Operation.

The energy savings estimated in this proposal is not guaranteed. The lighting energy savings in this proposal are an estimate based upon the lighting hours of use in each location, which are obtained by the Energy Advisor based upon on-site observations and interviews with the Customer, as well as the wattage reduction between the existing and proposed measures outlined in the scope of work. Any changes in lighting hours of use, equipment, abnormal weather conditions, or other external factors can impact your energy consumption.

Delivery Plan

Your Energy Savings - Simplified

By participating in this program your business has the opportunity to save energy and improve your bottom line. The Small Business Direct Install Lighting demonstrates Central Hudson's commitment to affordable and broad reaching solutions that simplify energy efficiency decisions for all customers. Our team's goal is to ensure the process of saving energy is as easy as 1-2-3.

1. Preparation

Once the participation agreement is complete, your project is setup and equipment is ordered. Based on the availability of the new equipment and the size of your project, orders typically arrive within 4-6 weeks.

2. Installation

Once the material arrives, your local installation contractor will call and schedule a convenient installation date. The day prior to your scheduled installation appointment, the installation contractor will contact you to confirm the appointment. On installation day, the contractor will review the scope of work and safety requirements with you, and proceed to perform the installation with as minimal an impact as possible to your operations.

3. Completion

Upon completion of the work, the Contractor will request a signed Project Completion Form to validate that the project was completed per the participation agreement and that you are completely satisfied.

Support and Warranty

We are here to help every step of the way. To check in on the status of your project or request equipment warranty support, please call the Small Business Direct Install Lighting Team anytime at:

845-632-6722

The Small Business Direct Install Lighting team is committed to 100% customer satisfaction. We will send you a satisfaction survey to collect information on your overall experience. We are always seeking to improve the program and your feedback is very important to us.

Thank you for your participation in the program and for your commitment to saving energy!

Summary

Your business could spend up to **\$3,371** less on energy per year if you take advantage of our energy efficiency upgrades with similar current conditions.

VALUE ADDED BENEFITS

- ✓ **Reduce**
Maintenance Costs
- ✓ **Enhance**
Employee Productivity
- ✓ **Increase**
Customer Comfort to Improve Sales
- ✓ **Improve**
Workplace Safety and Reduce Potential Hazards

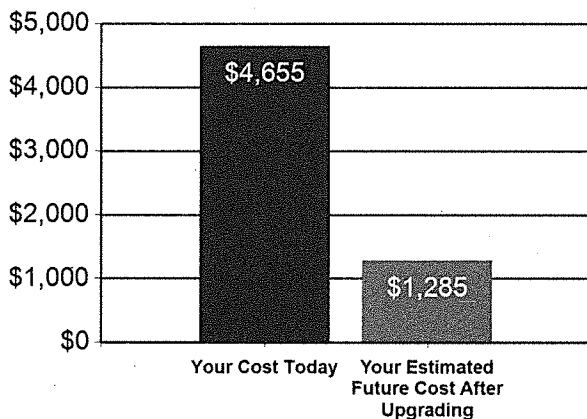
EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*

💰 Savings after
1 Month..... \$280.90

💰 Savings after
1 Year..... \$3,370.84

💰 Savings after
5 Years..... \$16,854.20

Estimated Annual Lighting Cost Comparison



Total Upgrade Cost	\$12,028.93
Utility Incentive (59%)	\$7,048.12
Your Cost (41%)	\$4,980.81
Est. Annual Savings*	\$3,370.84/yr
Est. Investment Payback**	18 Months
Est. 1st Yr Return on Investment	68%

*Estimated savings in dollars is based on a rate of \$0.110 per kWh applied to projected kWh savings amounts. See Scope of Work for a detailed breakdown of kWh energy savings.

** Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

Payment Options

Option 1: Lump Sum Payment

Est. Investment Payback *	20
Est. 1st year return on investment	61%
Deposit (0%)	\$0.00
Total Payment	\$4,980.81

*Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

Option 2: Payment Plans

Term	12 Months
Monthly Savings	\$280.90
Monthly Payment	\$464.29
Monthly Cash Flow	(\$183.39)

Payment plans are offered through Lime (the "Lender").

Participation Agreement

Business Name: Town of Esopus Library

Billing Address: P.O. Box 1167 Port Ewen NY 12466-1167

Central Hudson Customer Name: Esopus Library

Facility Address: 128 Canal St & Rt 9w, Port Ewen, NY, 12466-0000

Phone: 845-338-5580 Fax: (845) 338-5580

E-Mail Address: Esopusdirector@gmail.com

Lime Energy Project Number: CH23376.2

LIME ENERGY SERVICES CO.

Name: Fred Alvarado

Title: Energy Service Representative

Address: 123 Rombout Ave Beacon, NY 12508

Telephone/Fax: (917)569-4839 / (704) 892-5907

Email: WALVARADO@LIME-ENERGY.COM

PARTICIPATING CUSTOMER

This Participation Agreement constitutes a contract between the individual or entity listed below in the box labelled Participating Customer (the Participating Customer and Lime Energy Services Co. (the "Company"), Party and together the Parties By signing below, the Participating Customer agrees to the applicability of the terms and conditions set forth herein. An updated energy assessment may be required if the proposed scope of work is not accepted and this Participation Agreement executed within 30 days.

The Participating Customer authorizes that the hours provided above are accurate for the establishment that this proposal was created for. A Third-Party Evaluator may contact the Participating Customer to verify the provided hours of operation. If it is found that the hours differ, it may impact the incentive given for the project by Central Hudson.

Signature:

Date:

Print Name: Brooke Dittmar

Title: Director

The Participating Customer pays its cost contribution to Lime Energy Services Co. ("Company") by (check one):

- ☒ **Lump Sum Payment.** Initial Payment of \$0.00 upon signing this Participation Agreement, with the remaining balance of \$4,980.81 paid upon completion of the Work.
- ☐ **12 Payments.** Participating Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$464.29 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Extended Payments and and Save TMOption hereof.
- ☐ **Extended Financing Option.** Participating Customer payments over time will be made in accordance with Financing Agreement between Participating Customer and Lender.

CERTIFICATION STATEMENT Participating Customer certifies that the information provided in this Participation Agreement is true and accurate and that they are financially responsible for payment of the Central Hudson bill for the Central Hudson Customer Name and Facility Address referenced above. Participating Customer further certifies that the Measures described in this Participation Agreement have or will be installed in the Premises owned by the Participating Customer and the equipment installed will not be removed and resold. The Measures together with all proceeds of the purchase price (as defined in the Extended Payment Terms and Conditions) will be used for commercial and not for consumer household or family purposes. If the Participating Customer does not own the Premises, Participating Customer hereby represents and warrants that it has obtained all necessary consents and authorizations for the Work, including, without limitation, consent from the owner of the Premises. Participating Customer shall solely be liable for the Work done at the Premises, whether or not owned by Participating Customer, and the Company shall look solely to Participating Customer and not the owner of the Premises, for performance of Participating Customer's obligations hereunder. Participating Customer acknowledges that the rights in this Participation Agreement shall be binding upon Participating Customer's successors and permitted assigns. Participating Customer agrees to incorporate this Participation Agreement by reference in leases, sales contracts, or other similar documents relating to the end use and ownership of the Premises.

Participation Agreement

1. Program and Measure Installation:

Lime Energy Services Co. (the "Company") will install, in a good and workmanlike manner, the measures described in the Scope of Work, (the "Measures"). The Company shall use commercially reasonable efforts to install the Measures within thirty (30) days of the participating customer (the "Participating Customer") signing this Small Business Direct Install Lighting Program Participation Agreement (this "Agreement"). The Company shall furnish all preliminary audit requirements, labor, equipment, materials and such other items reasonably required for the installation of the Measures (collectively, the "Work") unless noted as an exception on Proposed Scope of Work. The Work to be provided under the Small Business Direct Install Lighting Program (the "Program") is limited to work directly associated with the evaluation and installation of Measures and shall in no way include work by the Company in connection with the correction of any existing safety issues or building code violations, whether apparent or hidden, nor shall Company or the Installation Contractor be obligated to identify or notify Participating Customer of any such safety issues or building code violations. An independent contractor (the "Installation Contractor") shall be hired by the Company to install the Measures at Participating Customer's property (the "Premises"). The Installation Contractor shall permanently disable (make them unfit for reuse) all lamps replaced pursuant to this Participation Agreement. The disposal of any lighting equipment which is removed as a part of the Work will be the responsibility of the Company. When undertaking the installation, the Installation Contractor or the Company, at their sole discretion, may choose not to make the installation of the Measures for reasons related to safety, health concerns, code violations, discovery of unforeseen conditions, the presence of asbestos or other reasons that may result in higher than anticipated installation costs. Notwithstanding anything to the contrary herein, the Company reserves the right to amend or rescind and terminate the offer set forth in this Agreement at any time, including after the execution of this Agreement, if in the Company's sole discretion, the cost, timing or availability of products or services regarding this Agreement changes or if there are changes materially that require Measures that are not approved for the Program incentives. The Company shall provide the Participating Customer notice of such amendment or rescission and termination by email, in person, or by phone. All Work shall be performed during normal business hours, Monday through Friday unless the Participating Customer, Company and Installation Contractor agree otherwise. In this case the Company shall not be entitled to any additional compensation for Work performed outside of such normal business hours unless agreed to in writing between the Company and Participating Customer. The Company shall use commercially reasonable efforts to make timely delivery and installation of equipment. In no event will the Company be responsible for lost or reduced savings or financial incentives due to delays in completion of the Work. In the event that the Work spans multiple days, the Installation Contractor may store equipment and materials at the Participating Customer's facility. Title to equipment and material shall remain with the Company until it is fully paid for by Participating Customer. Risk of loss for equipment and material shall pass to Participating Customer at the time equipment and/or material is delivered to the Premises. Customer shall provide Company and Installation Contractor with reasonable access to all necessary areas of the Premises during agreed upon days and hours.

The Company or Installation Contractor may discover a condition at the premises that prohibits installation of certain Measures, a condition that requires installation of additional measures, and/or a condition that requires different quantities of certain Measures. These additional Measures may include Measures that were omitted from the original Proposed Scope of Work due to certain conditions including but not limited to missed rooms, miscounts, code violations, or other unforeseen omissions, collectively to be known as "the Amended Measures." In the event that the Company or Implementation Contractor discovers a condition that requires Amended Measures, the participating Customer hereby consents to allow Company to install or cause to be installed (through the Installation Contractor) such Amended Measures without further notice to or authorization from Participating Customer, provided that the installation of the Amended Measures does not increase the cost of the Measures plus the Amended Measures ("Total Cost", and less the amount of the utility incentive to be paid on behalf of Participating Customer, "Participating Customer Cost") by more than ten percent (10%). Following the installation of any Amended Measures, the Company shall provide the Participating Customer with a Revised Scope of Work that lists the Amended Measures and their corresponding energy savings metrics. In the case of a Measure that was not installed due to a condition on or at the Premises, the Revised Scope of Work shall note that such Measure was not installed. In the event that the installation of any Amended Measures will increase the Total Cost by more than ten percent (10%), then Company shall notify the Participating Customer and shall obtain written approval from the Participating Customer before proceeding with or directing any installation of the Amended Measure(s).

If the actual cost at completion of the installation is less than the estimated cost, or if the Company chooses not to install Measures in accordance with this agreement, the Company shall adjust the Total Cost accordingly. If the Participating Customer has selected an Extended Payment Option, the Participating Customer's monthly payment shall be adjusted to reflect any applicable decrease in the total amount due from Participating Customer.

2. Warranty and Disclaimers:

The Company shall provide the following warranties against all defects in material or workmanship, unless caused by the action or inaction of the Participating Customer, its agents, subcontractors, vendors or such other party under the control of the Participating Customer:

- a. **Workmanship Warranty** – The Company shall warranty all workmanship for a period of one (1) year from the completion date of the Work. Participating Customer's sole remedy with respect to such warranty shall be Company's repair of any defective installation.
- b. **Material Warranty** – For all material defects the Company will pass through the material warranty periods provided by the manufacturer or distributor of any material or equipment installed by Company at the Premises as part of the Work. The Company will act on the Participating Customer's behalf to get replacement product or credit for any material or equipment that fails within the warranty period. Manufacturer warranty periods for eligible equipment from the date of installation are as follows: Lamps – 1 year; LED Exit Signs –10 years; Ballasts – 5 years; Fixtures – 1 year; Occupancy Sensors – 5 years; LED lamps – 5 years; LED fixtures – 5 to 10 years (depending on type/manufacturer); LED wall packs – 5 to 10 years (depending on type/manufacturer); LED Screw-ins – 5 years
- c. **Energy Savings Disclaimer** - Neither Central Hudson nor the Company guarantees that the installed Measures will save any level of energy or result in the reduction in Customer's electric utility bill. For lighting improvements, estimated kilowatt hour energy savings displayed in this Agreement are calculated according to the wattage saved per line in the Proposed Scope of Work multiplied by the annual hours of use per line that were indicated at the time of the energy assessment.

The Company makes no other warranties, whether express or implied, with respect to the Work, including without limitation, all warranties with respect to merchantability and fitness for a particular purpose.

Dimmer Disclosure: LED's proposed for installation on lighting circuits with existing dimmers, as detailed in the scope of work under this contract, may require the installation of an LED-compatible dimmer(s). Lime Energy does not guarantee operation of LED's on lighting circuits currently operated by existing dimmer(s), nor their compatibility with newly installed dimmer(s), and is not responsible for any costs incurred by dimmer replacement(s) or installation thereof.

Construction or Product Warranty Questions

For participating SBDI customers, please call 1.845.632.6722 for any construction questions and/or warranty related issues.

3. Confidentiality:

Without limiting the generality or specificity of any other provision of this Participation Agreement or any other agreement between Participating Customer and Company, Company and any subcontractor of Company's agrees to comply with all applicable laws, rules and regulations regarding the use, disclosure, protection and safeguarding of personally identifiable information ("PII") that Company creates or receives from or on behalf of Central Hudson relating to the Work. Company shall only use PII for the purpose of providing the Work and will not use or disclose PII for any other purpose, including Company's own purposes.

Except to the extent necessary to provide the Work, Company shall not use PII to create any de-identified or aggregated data without prior written consent of the Participating Customer. Company shall comply with and conform to recognized common body of knowledge standards and best practices regarding information security relating to sensitive data such as PII. Company will use and disclose only the minimum necessary amount of PII to accomplish the intended purpose of the Work. Company will employ administrative, physical, and technical safeguards to prevent the unauthorized use, insecure disclosure, compromise, or loss of PII. Upon completion of the Work, Company shall return or destroy all PII, keep no copies of PII, and certify in writing to the Participating Customer that such return or destruction is complete. Company will immediately report to Participating Customer any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Participation Agreement. Company will fully cooperate with Participating Customer in response to any such incident. Company will report to Participating Customer and fully cooperate with Participating Customer in responding to any complaints or questions regarding Company's or Central Hudson's privacy practices regarding PII. Company shall comply with all privacy and security policies relating to PII of Central Hudson that Central Hudson provides to Company. Company agrees to defend, indemnify and hold harmless Central Hudson and Participating Customer and their respective parent, officers, directors, agents, affiliates, distributors, franchisees and employees against any loss, proceeding, lawsuit, claim, demand, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in house legal services) ("Liabilities") arising out of any act or omission related to or a failure of Company to comply with the terms of this section of the Participation Agreement. In the event of any conflict between the indemnification provision in this section and any other indemnification provision(s) in the Participation Agreement, the indemnity provision more specific to the Liabilities shall apply.

Participation Agreement

4. Follow-up Visits and On Site Monitoring:

The Company, Central Hudson or agents of either party reserve the right to make a reasonable number of both pre-installation and post-installation follow-up visits during the 36 months following the completion date of the Work. Such visit(s) will be at a time convenient to the Participating Customer. The purpose of the follow-up visit(s) is to provide the Company and Central Hudson with an opportunity to evaluate the installed Measures in order to determine the actual kW reduction and energy savings for program evaluation purposes.

5. Indemnification from Participating Customer:

As part of agreeing to participate in the Program, which includes financial incentives to reduce the Participating Customer's net project costs, the Participating Customer shall protect, indemnify, and hold harmless the Company, Lender (if applicable) and Central Hudson (including their parent, officers, directors, agents, affiliates, distributors, franchisees and employees) from and against any and all claims, demands, suits, actions or causes of action, liabilities, losses, damages, judgments, settlements, penalties, costs and expenses (including without limitation, attorney's fees and expenses) (collectively, "Losses") imposed upon or incurred by or asserted against the Company, Lender (if applicable) or Central Hudson resulting from, arising out of, or relating to the Company's performance of this Participation Agreement, other than Losses resulting from the negligence or willful misconduct of, or the breach of this Participation Agreement by, the Company, but specifically including any Losses resulting from breach or default by Participating Customer of the terms and conditions of this Participation Agreement. This indemnity obligation under this section shall survive any expiration or termination of this Participation Agreement.

6. Indemnification from Company:

The Company shall indemnify and hold harmless Participating Customer from and against any and all Losses to the extent such Losses directly arise from the Company's (a) breach or default of any material provision of this Participation Agreement, or (b) negligent or willful misconduct in the performance of this Participation Agreement.

7. Limitation on Liability:

Company's liability to Participating Customer for all Losses pursuant to this Participation Agreement will be limited to any invoiced amounts actually received by Company from Participating Customer with respect to the Work. Notwithstanding the foregoing, the Company and Central Hudson shall not be responsible or liable for (a) the condition, maintenance or repair of any electrical wiring or other existing condition located in or on the Premises, (b) repairs or replacements of fixtures or lamps damaged or destroyed by acts of negligence of persons not under the direct supervision of the Company, (c) delays in the completion of the Work or for failure to give notice for such delays unless such delays are caused by the negligence of the Company, or (d) for the non-performance of any of the terms or conditions of this Participation Agreement directly attributable to a strike, national emergency, act of God or any other act for which the Company and Central Hudson are not responsible and over which Company and Central Hudson have no control. Neither the Company nor Central Hudson shall, in any event, be liable to Participating Customer for incidental, indirect, special, punitive, exemplary or consequential damages.

8. Representations of Customer:

Participating Customer represents, covenants and warrants to Company that Participating Customer (a) has corporate or other authority to enter into and perform under the terms of this Participation Agreement; (b) will not violate any provisions of applicable law or its organizational documents by performing under this Participation Agreement; and (c) entering into this Participation Agreement will not result in the breach of any agreement to which Participating Customer is a party.

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9. Entire Agreement:

This Participation Agreement, including all Exhibits to this Participation Agreement and all other agreements incorporated herein by reference, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof. All provisions of this Participation Agreement shall be considered as separate terms and conditions and in the event any one of them shall be held illegal, invalid or unenforceable in an arbitration or by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect if the illegal, invalid or unenforceable provisions were not a part hereof.

10. Miscellaneous:

This Participation Agreement is not assignable except by written agreement entered into by the Parties hereto. Neither Party hereto shall unreasonably withhold consent to the other Party's assignment of this Participation Agreement. Any attempted assignment without the consent of the other Party hereto shall be null and void and of no effect. The Parties to this Participation Agreement are independent contractors.

11. Arbitration:

In the event of any dispute relating to this Participation Agreement, the Parties will attempt in good faith to resolve the dispute by conducting a minimum of two discussions between senior executives of each Party having authority to settle the dispute. If such discussions do not result in a resolution of the dispute within sixty (60) days, the dispute shall finally be settled by arbitration by a sole arbitrator in Newark, NJ in accordance with the Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator will not have the authority to award punitive damages to either Party. Each Party shall bear its own expenses, but the Parties will share equally the expenses of the arbitrator and the AAA. This Participation Agreement will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction.

12. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey.

13. Customer Responsibility for Additional Equipment and Services

For any additional services included in the Non-Incentivized Scope of Work, Lime Energy agrees to provide the work although the costs for this additional work will be the responsibility of the Participating Customer. Additional services may include permit fees, fixture relocations, wiring, disposal, lift equipment, any work performed outside of normal business hours, costs required to maintain compliance with electrical codes, other costs listed in the following section, and any other special project applications.

Participation Agreement

14. Contributions for Non-Incentivized Work

For all eligible customers, this program provides incentives of up to 100% of the cumulative fixed unit price (one-for-one replacement or retro-fit of existing equipment and utilizing the existing electrical wiring and mounting hardware) of measures installed by the installation contractor. Work or services outside of this defined scope should be itemized on the "Non-Incentivized Work Form." If the implementation contractor discovers any unforeseen additional work outside of the program's scope, the customer should be informed of this additional work and any associated costs at that time. Should any additional work be required for measure installation, the customer will reserve the right to cancel the work for which additional costs are required. All of the following will be considered additional work and all costs associated with them shall be the responsibility of the customers: All incremental costs for specialty products above the costs of standard equipment; All mounting requirements, wiring needs, and other material and labor costs outside the standard scope of a one-for-one replacement or retrofit of existing equipment, including wiring, material, and labor costs associated with compliance with electrical codes. All incremental costs to comply with Prevailing Wage Laws for additional work needed to complete work at the customer's premises; All costs for general waste containers delivered to the installation site (if customer cannot provide general waste containers); All aerial lifts; All staging costs; All costs related to delays to measure implementation that are caused by obstructions, immovable objects, or other impediments to reasonable access to all lighting fixtures and equipment being replaced; All costs associated with the additional time needed to stabilize equipment connected to mislabeled circuit panels; If any work is cancelled by the customer because of the customer's responsibility for non-incentivized work, then all related costs, savings, and incentives proposed for the affected measures will be removed and reflected in the customer's final invoice.

ADDITIONAL PROVISIONS FOR EXTENDED PAYMENT TERMS:

In the event that Participating Customer selects 12-Payment or 24-Payments on the first page of this Agreement, the following provisions shall apply:

EXTENDED PAYMENTS

Equipment and Participating Customer Contribution:

a. The estimated Total Cost of the installation including the estimated Participating Customer Cost is itemized on Proposal. The Participating Customer may choose one of the payment options as set forth on the Proposal. The Company shall have sole discretion in determining whether to approve Participating Customer for extended payment terms, and Participating Customer shall provide all information reasonably requested by the Company with respect to making any such determination. The Company reserves the right to receive and review credit profiles on the participating customer when deciding whether to approve extended payment terms.

b. **Material Warranty** - For all material defects the Company will pass through the material warranty periods provided by the manufacturer or distributor of any material or equipment installed by Company at the Premises as part of the Work. The Company will act on the Participating Customer's behalf to get replacement product or credit for any material or equipment that fails within the warranty period. Manufacturer warranty periods for eligible equipment from the date of installation are as follows: Lamps – 1 year; LED Exit Signs – 10 years; Ballasts – 5 years; Fixtures – 1 year; Occupancy Sensors – 5 years; LED lamps – 5 years; LED fixtures – 5 to 10 years (depending on type/manufacturer); LED wall packs – 5 to 10 years (depending on type/manufacturer); LED Screw-ins – 5 years

c. If you have not paid your Lump Sum Account Balance in full within 45 days from the completion of the project, as determined by Lime Energy, your account is in default. If you are in default, you will forfeit any previously agreed upon discounts, including Lump Sum pricing, and must immediately pay your total portion of the unpaid Instalment pricing project cost Account Balance in addition to a monthly Service (Finance) Charge fee equal to 1.50% of the Account Balance. If the minimum Instalment payment due is not paid for three (3) consecutive periods and the Account Balance is greater or equal to the sum of those three (3) minimum required payments as determined by their Due Dates, your account is in default and you must immediately pay your total portion (all past due and future amounts) of the unpaid pricing project cost Account Balance in addition to a monthly Service (Finance) Charge fee equal to 1.50% of the total past due Account Balance. A Returned Payment Fee in the amount of \$50.00 will be charged to your Account by Lime Energy for each payment on your Account, either by, credit card, ACH, check or other means, that is returned to Lime Energy unpaid and or dishonored. Upon project completion, any changes to the original scope of work and associated costs will be documented and reflected in the close out process and reflected in the Project Completion Form, including any required changes to the Extended Payment Terms and Conditions.

Customer also acknowledges that the total amount due from Customer may be increased (or decreased) due to and in accordance with Section 1 hereof. Should the total amount due from Customer be increased or decreased pursuant to Section 1, Customer understands that his/her monthly payment (if Customer has selected one of the Extended Payment Options will be automatically increased or decreased to reflect the adjusted (increased or decreased) total amount due over the applicable payment term. Customer hereby consents to and agrees to a relevant adjustment in his/her monthly payment obligation without further notice from Company.

- d. Customer also acknowledges that the total amount due from Customer may be increased (or decreased) due to and in accordance with Section 1 hereof. Should the total amount due from Customer be increased or decreased pursuant to Section 1, Customer understands that his/her monthly payment (if Customer has selected one of the Extended Payment Options will be automatically increased or decreased to reflect the adjusted (increased or decreased) total amount due over the applicable payment term. Customer hereby consents to and agrees to a relevant adjustment in his/her monthly payment obligation without further notice from Company.
- e. Participating Customer shall pay Company all costs and expenses including reasonable attorney fees and/or collection agency fees incurred in collection of any past due amounts.

Extended Payments Terms and Conditions

Participation Customer: Town of Esopus Library, Esopus Library

EIN:

Facility Address: 128 Canal St & Rt 9w Port Ewen NY 12466-0000

Phone Number: 845-338-5580

Email Address: Esopusdirector@gmail.com

Thank you for allowing Lime Energy Services Co. ("Lime") to assist you with your energy efficiency project. We want to make the process of making payments under your payment plan as easy as possible for each customer. Deposits and Lump Sum payments will be made directly to Lime. We offer multiple ways to pay:

DEPOSIT: If a deposit was required by your Program Agreement or Energy Savings Agreement, you will pay a deposit at the time you sign your Program Agreement or Energy Savings Agreement. This deposit amount will be deducted from the total cost of the work. This Payment Authorization Form will apply to any other amounts owed under your Program Agreement or Energy Savings Agreement.

MAKING PAYMENTS: You have a number of ways to make your payments to Lime. These payment methods will depend upon the billing option that you chose in your Program Agreement or Energy Savings Agreement. Your selection will be shown on your Project Completion Form.

LUMP SUM PAYMENTS: If you elected to pay Lime in a lump sum, you have a number of ways of making your payment. You will be invoiced by Lime for the amount due. Payments can be made using:

- **A Paper Check:** Mail your check to the following address and include your Project Number in the memo line.
Lime Accounts Receivable Department
100 Mulberry Street, 4 Gateway Center, 4th Floor
Newark, NJ 07102
- **Lime's Online Payment Portal:** You can set up a payment by credit or debit card, or an ACH transfer from your bank account using Lime's Payment Portal, available at www.paylime.com.
- **Lime's Payment by Phone Service:** You can call Lime to set up a payment by credit or debit card, or an ACH transfer from your bank account. To make payment arrangements by phone, please call 1-833-PAY-LIME or (1-833-729-5463) during normal customer service hours (9:00 a.m. ET to 5:00 p.m. ET, each business day).

All electronic payments are subject to the following Payment Terms and Conditions:

- By arranging electronic payments, you hereby represent that you authorize Lime Energy Services Co., its agents, successors, and assigns, hereinafter called "we," "us," or "Company" to initiate debit entries to your card or bank account, at the bank or credit union you designate. You represent that you are an authorized signer on the account or card that you provide for payment. You further authorize us to debit your card or account for each payment owing under your Project Proposal, the Program Participation Agreement (including any payment plan terms), the Energy Savings Agreement (including any payment plan terms), and the associated Project Completion Form (collectively, the "AGREEMENTS," which incorporate any change orders or changes incorporated in the Project Completion Form). Your authorization will include the right to debit your card or account for all amounts due under the AGREEMENTS (or such lesser or greater amount as may be owing) including any returned payment charge, insufficient funds charge, or other amounts owing under the AGREEMENTS because of your default. You acknowledge that the origination of debits to your card or account must comply with the provisions of U.S. law and the various network rules.
- You understand and acknowledge that you may terminate an electronic payment authorization by notifying us in such time and manner as to afford us and your bank/credit union a reasonable opportunity to act on it. In no event will we be able to terminate an authorization with less than five (5) days' notice. Any revocation will have no effect on payments previously made.
- **IF YOU ELECT TO TERMINATE A PAYMENT AUTHORIZATION WITHOUT PROVIDING UPDATED PAYMENT INFORMATION TO COMPANY, YOU WILL BE IMMEDIATELY INVOICED FOR THE LUMP SUM PAYMENT AMOUNT SHOWN IN THE AGREEMENTS, LESS ANY AMOUNTS YOU PREVIOUSLY PAID.**

Extended Payments Terms and Conditions

- For payments you arrange electronically, you understand that because these are electronic transactions, these funds may be withdrawn from your account or card as soon as the listed payment date. In the case of an ACH transaction being rejected for Non-Sufficient Funds ("NSF") I understand that Lime may, at its discretion, attempt to process the charge again within thirty (30) days, and agree to an additional \$50.00 charge (or the maximum amount allowed by your state's law) for each attempt returned for NSF which will be initiated as a separate transaction from the authorized recurring payment.
- **A RETURNED PAYMENT FEE OF \$50.00 WILL BE CHARGED IF ANY PAYMENT IS RETURNED AS UNPAID, DISHONORED, OR DUE TO INSUFFICIENT FUNDS.**

PAYMENT PLANS OR EXTENDED FINANCING: If you elected to pay under a payment plan or extended financing, the terms of that arrangement are contained in your Financing Agreement with the Lender. The payment plan or extended financing you selected will be shown on the Project Completion Form. You are responsible for making all payments under the Program Agreement or Energy Savings Agreement directly to the Lender.

**RESOLUTION OF THE BOARD OF THE TOWN OF ESOPUS LIBRARY
RESOLUTION 12 OF 2021**

Acceptance of Superior Telephone Systems Phone System

WHEREAS, the Finance Committee has approved the proposal from Superior Telephone Systems to provide a new telephone system

WHEREAS, the purchase price for the phone system is \$9,523.67, and includes a 2 year warranty on all parts and labor

WHEREAS, payment for the system will come out of the unappropriated fund balance of the operating checking account

RESOLVED, the Board of Trustees of the Town of Esopus Library accepts and approves the purchase of a new telephone system from Superior Telephone Systems.

FURTHER RESOLVED, that this resolution shall take effect immediately.

Moved: Don Carragher Seconded: Anne O'Neill

VOTE: Ayes: 6 Nays: Abstentions: Excused: Absent: 1

Approved by the Board this Thursday, April 15, 2021

Approving Signature: Susan Leiching

Susan Leiching, Board President

SUPERIOR
TELEPHONE SYSTEMS**PROPOSAL**

Prepared by
SUPERIOR TELEPHONE SYSTEMS
2410 ROUTE 44
SALT POINT NY 12578

Phone (845) 677-2000 Fax (845) 677-1200
Sales@superiortelephone.com

Proposal #: 1008052
Date: 04/05/2021
Terms: 50% DEPOSIT
Quote:

Prepared For:

ESOPUS LIBRARY
128 CANAL ST
PORT EWEN, NY 12466

Location:

ESOPUS LIBRARY
128 CANAL ST
PORT EWEN, NY 12466

BROOKE 8453385580
Sales Person JIM

Proposed Service:

PROVIDE AND INSTALL NEC SV9100 TELEPHONE SYSTEM WITH (8) 24BTH TELEPHONES, (3) 6 BTN
TELEPHONES AND VOICEMAIL

2 YEAR WARRANTY ON ALL PARTS & LABOR.

NYS OGS CONTRACT PRICING

QTY	DESCRIPTION	TOTAL
1	LABOR FOR INSTALLATION	\$4,237.20
1	SV9100/SV9300 19IN 2U CHASSIS	\$394.98
1	SV9100 8 PT DIG STATION BLADE	\$176.38
9	SV9100 PRODUCTIVITY LICENSE	\$234.18
1	SV9100 CPUKIT/CP20 BLADE W/SD-A2 CARD	\$820.03
8	24 BUTTON BLACK MONochrome DISPLAY D	\$1,433.60
3	SV9100 6BTN DIG TERMINAL	\$383.40
1	SV9100/SV9300 4 PT COT BLADE	\$130.70
1	NEC PAGING & DOORBOX ADAPTER	\$139.37
1	NEC WALL MT. 19" BRACKET	\$121.44
1	NEC INSTALLATION CABLE	\$36.43
1	SV9100 4 PT ANALOG BLADE	\$176.38
1	SV9100 32 RESOURCE VOIP DAUGHTER BD	\$394.96
1	SV9100 8PT DIG STATION DAUGHTER BOARD	\$191.42
2	SV9100 IP SIP TRUNK RESOURCE LICENSE (1)	\$69.40
29	NEC SV9100 SWA ESA UNIT	\$281.88
1	DESI ITK/DTK 12/D/CG-24D/CG (25)	\$15.04
1	SV9100 6 BTN DESI	\$13.88
1	BATTERY BACK-UP CYBERPOWER	\$193.00
1	CORDLESS TELEPHONE W/1 ADTNL HANSET	\$80.00

SUPERIOR
TELEPHONE SYSTEMS**PROPOSAL**

Prepared by
SUPERIOR TELEPHONE SYSTEMS

2410 ROUTE 44

SALT POINT NY 12578

Phone (845) 677-2000

Fax (845) 677-1200

Sales@superiortelephone.com

Proposal #: 1008052
Date: 04/05/2021
Terms: 50% DEPOSIT
Quote:

Acceptance of Proposal - The provided pricing, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined. As the authorized officer/agent, I understand I am financially responsible for payment of this contract. **50%** deposit is required upon receipt of signed proposal, **25%** upon delivery and **25%** upon receipt.

Customer Signature _____

Date of Acceptance _____

All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the provided specifications will be executed only upon written change order and will result in extra charges over and above this estimate. All agreements contingent upon strikes, accident or delays beyond our control. Owner will carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. This contract shall NOT be warranted by Superior Telephone if products or materials are subjected to improper use, tampering, negligence, accident, connection to direct current, theft, fire, flood, acts of God, public enemy, which have been lost or consumed by animals. **This proposal may be withdrawn by us if not accepted within 30 days**

LABOR	\$0.00
SERVICE	\$0.00
MATERIALS	\$9,523.67
FREIGHT	\$0.00
MISC	\$0.00
SUB TOTAL	\$9,523.67
DISCOUNT	\$0.00
SALES TAX	\$0.00
TOTAL	\$9,523.67

SUPERIOR
TELEPHONE SYSTEMS**PROPOSAL***Prepared by*
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SALT POINT NY 12578

Phone (845) 677-2000 Fax (845) 677-1200

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Sales Person JIM**Proposed Service:**PROVIDE AND INSTALL NEC SV9100 TELEPHONE SYSTEM WITH (8) 24BTH TELEPHONES, (3) 6 BTN
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