

## **Dunkirk Public Library Board Meeting Agenda**

**March 26<sup>th</sup>, 2024**

*The mission of our library is to provide unrestricted access to informational resources and services that advance lifelong learning, promote the acquisition of knowledge, encourage cultural enrichment, and provide strength to the Dunkirk community.*

### **Attendance to Determine Quorum**

#### **Approval of Prior Meeting Minutes - Secretary**

- January 2024

#### **Financial Report - Treasurer**

#### **Approval of Bill Payments & Budget Transfers**

#### **Children's Room and/or Computer Lab Report - Michele Q.**

#### **Director's Report**

#### **Unfinished Business**

1. File 2023 Trustee Training Records - requested in January.

#### **New Business**

1. Resolution to override the Tax Cap.
2. Approval of 2024-2025 Budget Proposal.
3. Resolution to hold a budget/trustee vote on June 11, 2024.
4. Resolution to amend Bylaws - Pending discussion w/ Lawyer.
5. NYS Annual Library Report - Review and accept.
6. Advent Data Wiring Proposal - Our cost = \$2439.74 (15% of total; 85% covered by E-rate through CCLS)
7. Staff Opinion Survey - Review and discuss.
8. Library Policy Periodic Review/Update:
  - None for today.
9. Thanks and Acknowledgments:
  - Foley, Foley, & Passafaro - Card sent for office furnishings donation.
  - Mary Wilson Donor Advised Fund at the Community Foundation for Greater Buffalo - \$1000 grant in memory of Valeria F. Pawlak.
10. Finances/Income - Monthly discussion & budget planning.
  - Tax Cap calculated by Beverly = \$459,964.
11. Call for Executive Session if needed. --YES—
12. Conclude Executive Session and return to normal business.

Dunkirk Public Library Board Meeting Agenda  
March 26<sup>th</sup>, 2024

13. Monthly Tasks:

February

- Annual Report to NYS is due. **Done.**
- Board sets election & budget vote date. **June 11, 2024.**
- Treasurer calculates the tax cap. **Done.**

March

- Resolution to override the Tax Cap.
- Approval trustee vote legal notice.

April

- Get trustee candidate petitions from R. Schofield
- Set date for petitions to be returned to the library director.

## Attendees Present

Susan Nickle, Mary Beth Muldowney, Matthew Woelfle, Jason Hammond, Sara Marsowicz, Terri Sutherland and Pam Czarniak

President Mary Beth Muldowney presided. Called to order at 4:19 p.m.

On motions duly made and seconded (names of those making and seconding the motions follow each) the following were adopted:

RESOLVED: Minutes of the November meeting were approved (S. Marsowicz; T. Sutherland)

## Approval of Bill Payments & Budget Transfers

Proposal to approve standard monthly payments (M. Woelfle; S. Marsowicz) - Approved by all members present.

## Children's Room Report

Submitted and reviewed by Pam Czarniak.

## Director's Report

Submitted and reviewed by Jason Hammond.

## Old Business

1. Building Insurance - K LW Appraisal Group, Inc. is currently on hold. Updating the depreciation list from JMA was unsuccessful because so many of the item's descriptions were vague. Sara will reach out to Denise at JMA to see if the list can be deciphered & updated by inventory added by a recent room by room examination.

## New Business

1. Library Policy Periodic Review/Update - A collection development policy is in the works and will be modeled from the template provided at the January's CCLS workshop.
2. Thanks and Acknowledgements - sent to Cattaraugus County Bank for the donation of \$2,500.00 and to the Labor Council for the book donation-Sandra Lewis and other reps from local unionized occupations.
3. Finances/Income - Began discussion and preparation for upcoming budget.

4. New Security Camera- Pam suggested that a new security camera be installed in the Children's Room for better review of the room since ramp installation & desk area revamp. Approval given to proceed.
5. Resolution passed in regard to the time period for retention and disposal per local govt. Schedule LGS-1 (S. Marsowicz; M. Woelfle)
6. Eclipse 2024 - preparation for children projects, providing eclipse glasses to the community and raffle baskets with an eclipse theme discussed.
7. Interior Design Services - Discussion and approval to enlist Debbie Ferrer's assistance for our remodeling projects which includes painting, carpeting and furniture for the children/meeting rooms.
8. Monthly Tasks
  - December: Treasurer Bond was renewed on time. Danielle from Putnam Indicated a better rate will be recalculated and a possible refund may be given.
  - January: Budget planning will begin. Vote for the budget has been set for Tuesday, June 11, 2024.
  - February: Annual Report to NYS is due and the library treasurer is scheduled to calculate the tax cap.

Next meeting is scheduled for March 26, 2024.

S. Nickle and Terri Sutherland motioned for the meeting to be adjourned at 5:24 p.m.

Respectfully submitted by,  
Susan Nickle, Secretary

# Dunkirk Public Library

## Revenue Report

### December 2023

### February 2024

	Receipts this month	Receipts Year-To-Date	Total Budget Internal		
Revenue Report	February	July 2023 - June 2024	2023-2024	Difference	% Received
401 - Fines	14.00	190.16	300.00	-109.84	63.39%
402 - Copier Income	166.25	1,718.87	1,500.00	218.87	114.59%
403 - Fax Sales	32.00	407.00	500.00	-93.00	81.40%
404 - Used Book Sales	63.75	839.30	1,200.00	-360.70	69.94%
405- Lost & Damaged	19.99	197.31	250.00	-52.69	78.92%
407.3 Interest Income	704.19	4,263.51	500.00	3,763.51	852.70%
410 - Gifts and Donations	1,024.00	5,466.37	5,000.00	466.37	109.33%
419 - School District Funds	0.00	450,000.00	450,000.00	0.00	100.00%
436 - Misc Income	0.00	0.00	0.00	0.00	#DIV/0!
440 - CCLS Cash Grant	0.00	250.00	250.00	0.00	100.00%
441 - LLSA - NYS	0.00	4,226.00	4,000.00	226.00	105.65%
445 - Construction Grant Income	0.00	111,010.00	12,964.00	98,046.00	856.29%
451 - Block Grant	0.00	0.00	2,200.00	-2,200.00	0.00%
478 CCLS Book Plan	0.00	3,247.00	5,000.00	-1,753.00	64.94%
492 - CD interest Income	0.00	2,038.17	5,000.00	-2,961.83	40.76%
<b>Total Revenue</b>	<b>2,024.18</b>	<b>583,853.69</b>	<b>488,664.00</b>	<b>-95,189.69</b>	<b>119.48%</b>

# Dunkirk Public Library

## Expense Report

February 2024

EXPENSE REPORT	Disbursed This Month February	Disbursed Year-To-Date July 23 - June 24	Total Budget Internal 2023-2024	Difference	% Spent
160 • FURNITURE / Fixed Assets	0.00	0.00	5,000.00	-5,000.00	0.00%
450 • Construction Grant	0.00	25,100.00	43,288.00	-18,188.00	57.98%
451 • Block Grant	406.36	-512.37	2,600.00	-3,112.37	-19.71%
501 • BOOKS	2,126.30	11,971.64	17,000.00	-5,028.36	70.42%
502 • PERIODICALS	0.00	390.61	800.00	-409.39	48.83%
503 • CCLS BOOK PLAN	425.00	1,925.00	5,500.00	-3,575.00	35.00%
504 • Gifts and Donations Expenses	578.02	2,428.01	5,000.00	-2,571.99	48.56%
507 • AUDIO BOOKS	0.00	129.12	500.00	-370.88	25.82%
509 • DVD'S	16.00	951.64	1,750.00	-798.36	54.38%
550 • SALARIES & WAGES	19,354.65	153,834.64	239,126.00	-85,291.36	64.33%
551 • FICA & MEDICARE	1,445.29	10,834.30	18,000.00	-7,165.70	60.19%
552 • INSURANCE - WORKER'S COMP	0.00	2,252.00	3,400.00	-1,148.00	66.24%
553 • HEALTH INSURANCE	1,025.75	9,995.69	18,500.00	-8,504.31	54.03%
554 • NYS Retirement	0.00	19,814.00	24,000.00	-4,186.00	82.56%
555 • DISABILITY INSURANCE	0.00	1,343.91	2,800.00	-1,456.09	48.00%
556 • UNEMPLOYMENT TAX	406.50	1,578.53	3,000.00	-1,421.47	52.62%
558 • N.Y.S. Sales Tax Payment	0.00	0.00	100.00	-100.00	0.00%
560 • ELECTRICITY	802.19	7,403.99	10,400.00	-2,996.01	71.19%
561 • NATURAL GAS	4,246.76	8,412.32	7,500.00	912.32	112.16%
562 • WATER	0.00	141.65	350.00	-208.35	40.47%
563 • SEWER	0.00	75.00	250.00	-175.00	30.00%
564 • TIPPING FEE	0.00	96.00	200.00	-104.00	48.00%
565 • TELEPHONE	27.74	523.86	700.00	-176.14	74.84%
570 • LIBRARY SUPPLIES	193.40	2,049.60	4,000.00	-1,950.40	51.24%
571 • POSTAGE	0.00	328.00	500.00	-172.00	65.60%
580 • ADVERTISING	0.00	0.00	500.00	-500.00	0.00%
581 • COMPUTER MAINTENANCE	0.00	0.00	2,000.00	-2,000.00	0.00%
582 • INTERNET EXPENSES	0.00	138.00	1,500.00	-1,362.00	9.20%
583 • COMPUTER EQUIPMENT	0.00	870.00	4,600.00	-3,730.00	18.91%
584 • BUILDING SUPPLIES	0.00	1,203.95	2,500.00	-1,296.05	48.16%
585 • BUILDING REPAIRS & Maintenance	0.00	33,187.64	14,500.00	18,687.64	228.88%
586 • GROUNDS KEEPING	0.00	500.00	5,000.00	-4,500.00	10.00%
587 • ELEVATOR MAINTENANCE	0.00	3,178.08	3,500.00	-321.92	90.80%
588 • WORKSHOPS & TRAVEL	0.00	71.92	1,000.00	-928.08	7.19%
590 • PROFESSIONAL FEES	0.00	12,900.00	6,000.00	6,900.00	215.00%
591 • PAYROLL PROCESSING	189.68	855.60	1,300.00	-444.40	65.82%
592 • INSURANCE	-896.44	10,299.05	7,700.00	2,599.05	133.75%
594 - Memberships	0.00	0.00	500.00	-500.00	0.00%
595 - Vote Expenses	0.00	0.00	500.00	-500.00	0.00%
596 - Copier and Printer Supplies	0.00	471.56	2,000.00	-1,528.44	23.58%
610 - Children Program Supplies	152.59	1,420.78	2,500.00	-1,079.22	56.83%
611 - Children Special Guests	325.00	700.00	2,000.00	-1,300.00	35.00%
612 - Adult Program Supplies	0.00	185.30	1,000.00	-814.70	18.53%
613 - Adult Special Guests	0.00	0.00	1,000.00	-1,000.00	0.00%
614 - Teen Programming	96.35	758.30	1,500.00	-741.70	50.55%
615 - Building Equipment	0.00	838.30	2,500.00	-1,661.70	33.53%
616 - Outreach	0.00	635.07	1,500.00	-864.93	42.34%
617 - Software and Licensing	0.00	310.82	0.00	310.82	#DIV/0!
620 - Legal Fees	0.00	1,500.00	2,300.00	-800.00	65.22%
630 - Computer Programs	0.00	99.00	500.00	-401.00	19.80%
688 • Misc Expenses	0.00	1,778.82	1,500.00	278.82	118.59%
<b>Total Expense</b>	<b>30,921.14</b>	<b>332,969.33</b>	<b>483,664.00</b>	<b>150,694.67</b>	<b>68.84%</b>

# Dunkirk Public Library

## Balance Sheet

As of February 29, 2024

Feb 29, 24

### ASSETS

#### Current Assets

##### Checking/Savings

100 - Petty Cash 58.38

101 - 101 - Operating Fund 347,145.59

103 - 0216 449,224.55

Total Checking/Savings 796,428.52

##### Other Current Assets

106 - 0012011842 10,000.00

114 - 114 - Endowment NCCF 21,646.36

116 - 0012023907 27,961.01

128 - 0012026411 4,223.50

Total Other Current Assets 63,830.87

Total Current Assets 860,259.39

#### Fixed Assets

160.0 - 160 - Fixed Assets 1,244,029.08

170 - 170 - Depreciation -543,117.20

Total Fixed Assets 700,911.88

#### Other Assets

178 - PREPAID RETIREMENT 33.52

299 - Pensions Deferred Inflow -232,687.00

Total Other Assets -232,653.48

TOTAL ASSETS 1,328,517.79

# Dunkirk Public Library

## Balance Sheet

As of February 29, 2024

Feb 29, 24

### LIABILITIES & EQUITY

#### Liabilities

##### Current Liabilities

##### Accounts Payable

200 · 200 · Accounts Payable	316.16
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Total Accounts Payable	316.16
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##### Other Current Liabilities

199 · Pensions & Post Employment Obli	-148,888.00
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2000 · NYS Taxes Payable	-188.00
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2001 · Unemployment Payable	-438.49
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298 · Pension Liability	-63,793.00
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Total Other Current Liabilities	-213,307.49
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Total Current Liabilities	-212,991.33
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Total Liabilities	-212,991.33
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#### Equity

30000 · Opening Balance Equity	207,119.33
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301 · FUND BALANCE UNRESTRICTED	-4,176.12
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311 · UNREST.F/B- FIXED ASSETS	673,156.61
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313 · TEMP.REST.F/B- FRIENDS OF	625.22
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316 · PERM.REST.F/B- FRIENDS OF	3,000.00
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317 · PERM.REST. F/B - NCCF ENDOWMENT	10,774.16
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3200 · 3200 · Unrestricted Net Assets	-276.15
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32000 · Unrestricted Net Assets	400,401.71
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Net Income	250,884.36
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Total Equity	1,541,509.12
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TOTAL LIABILITIES & EQUITY	1,328,517.79
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03/16/24

# Dunkirk Public Library

## Check Detail

### February 2024

Type	Num	Date	Name	Item	Account	Paid Amount
Check		02/15/2024	Bahgat & Laurito-B...		101 · 101 · Operatin...	
				591 · Payroll Proces...		-46.55
TOTAL						-46.55
Check		02/29/2024	Bahgat & Laurito-B...		101 · 101 · Operatin...	
				591 · Payroll Proces...		-143.13
TOTAL						-143.13
Bill Pmt -Check	11743	02/10/2024	Baker & Taylor		101 · 101 · Operatin...	
Bill	20365...	02/10/2024		501 · Books		-5.34
Bill	20365...	02/10/2024		501 · Books		-43.01
Bill	20365...	02/10/2024		501 · Books		-29.43
Bill	20365...	02/10/2024		501 · Books		-16.27
Bill	20365...	02/10/2024		501 · Books		-30.00
Bill	20367...	02/10/2024		501 · Books		-12.43
Bill	20371...	02/10/2024		504 · Gifts and Dona...		-15.92
Bill	20374...	02/10/2024		501 · Books		-58.64
Bill	20380...	02/10/2024		501 · Books		-67.61
Bill	20380...	02/10/2024		501 · Books		-125.51
Bill	20380...	02/10/2024		501 · Books		-650.47
				504 · Gifts and Dona...		-32.39
Bill	20380...	02/10/2024		501 · Books		-21.31
Bill	20380...	02/10/2024		501 · Books		-19.64
Bill	20380...	02/10/2024		501 · Books		-197.30
				504 · Gifts and Dona...		-132.99
Bill	20380...	02/10/2024		504 · Gifts and Dona...		-11.39
TOTAL						-1,469.65
Bill Pmt -Check	11748	02/17/2024	Baker & Taylor		101 · 101 · Operatin...	
Bill	20380...	02/17/2024		501 · Books		-17.98
Bill	20380...	02/17/2024		501 · Books		-20.29
				504 · Gifts and Dona...		-56.91
Bill	20380...	02/17/2024		501 · Books		-585.19
				504 · Gifts and Dona...		-29.41
TOTAL						-709.78
Bill Pmt -Check	11744	02/10/2024	CCLS		101 · 101 · Operatin...	
Bill	18316	02/10/2024		503 · CCLS Book Pl...		-425.00
				565 · Telephone		-10.21
TOTAL						-435.21
Check		02/26/2024	Delta Dental of NY I...		101 · 101 · Operatin...	
				553 · Health Insuran...		-79.62
TOTAL						-79.62
Bill Pmt -Check	11749	02/17/2024	Demco		101 · 101 · Operatin...	
Bill	7437831	02/17/2024		570 · Library Supplies		-76.94
TOTAL						-76.94

1:36 PM

03/16/24

# Dunkirk Public Library

## Check Detail

### February 2024

Type	Num	Date	Name	Item	Account	Paid Amount
Bill Pmt -Check	11745	02/10/2024	DFT		101 · 101 · Operatin...	
Bill	00001...	02/10/2024			565 · Telephone	-17.53
TOTAL						-17.53
Bill Pmt -Check	11750	02/17/2024	EATON OFFICE SU...		101 · 101 · Operatin...	
Bill	PINV1...	02/17/2024			570 · Library Supplies	-116.46
TOTAL						-116.46
Check		02/27/2024	First National Bank...		101 · 101 · Operatin...	
					501 · Books	-35.88
					610 · Children's Pro...	-152.59
TOTAL						-188.47
Check		02/27/2024	First National Bank...		101 · 101 · Operatin...	
					451 · Block Grant	-406.36
					614 · Teen Program...	-96.35
TOTAL						-502.71
Check		02/27/2024	First National Bank...		101 · 101 · Operatin...	
					509 · DVD's	-16.00
					504 · Gifts and Dona...	-128.48
					504 · Gifts and Dona...	-170.53
TOTAL						-315.01
Bill Pmt -Check	11746	02/10/2024	Grey House Publis...		101 · 101 · Operatin...	
Bill	983364	02/10/2024			501 · Books	-190.00
TOTAL						-190.00
Check		02/26/2024	Independent Health		101 · 101 · Operatin...	
					553 · Health Insuran...	-1,374.78
TOTAL						-1,374.78
Check		02/15/2024	IRS		101 · 101 · Operatin...	
					550 · Salaries & Wa...	-1,353.99
					551 · FICA & Medic...	-762.10
TOTAL						-2,116.09
Check		02/29/2024	IRS		101 · 101 · Operatin...	
					550 · Salaries & Wa...	-1,212.08
					551 · FICA & Medic...	-683.19
TOTAL						-1,895.27
Bill Pmt -Check	11747	02/10/2024	Michael Morton		101 · 101 · Operatin...	

1:36 PM

03/16/24

# Dunkirk Public Library

## Check Detail

### February 2024

Type	Num	Date	Name	Item	Account	Paid Amount
Bill	Spring...	02/10/2024			611 · Children's Spe...	-100.00
					611 · Children's Spe...	-125.00
					611 · Children's Spe...	-100.00
TOTAL						-325.00
Check		02/26/2024	National Fuel		101 · 101 · Operatin...	
					561 · Natural Gas	-4,246.76
TOTAL						-4,246.76
Check		02/26/2024	National Grid		101 · 101 · Operatin...	
					560 · Electricity	-802.19
TOTAL						-802.19
Check		02/29/2024	NYS & Local Retire...		101 · 101 · Operatin...	
					550 · Salaries & Wa...	-161.32
TOTAL						-161.32
Check		02/15/2024	NYS Employer Une...		101 · 101 · Operatin...	
					2001 · Unemployme...	-214.07
TOTAL						-214.07
Check		02/15/2024	NYS Tax		101 · 101 · Operatin...	
					2000 · NYS Taxes P...	-311.58
TOTAL						-311.58
Check		02/29/2024	NYS Tax		101 · 101 · Operatin...	
					2000 · NYS Taxes P...	-279.88
TOTAL						-279.88
Check		02/29/2024	NYS Unemployemen...		101 · 101 · Operatin...	
					2001 · Unemployme...	-192.43
TOTAL						-192.43
Check		02/29/2024	NYSDCP Receipts		101 · 101 · Operatin...	
					550 · Salaries & Wa...	-200.00
TOTAL						-200.00
Check		02/15/2024	NYSDCP Receipts		101 · 101 · Operatin...	
					550 · Salaries & Wa...	-200.00
TOTAL						-200.00

1:36 PM

03/16/24

**Dunkirk Public Library**  
**Check Detail**  
February 2024

Type	Num	Date	Name	Item	Account	Paid Amount
Check		02/15/2024	payroll		101 · 101 · Operatin...	
					550 · Salaries & Wa...	-8,010.00
TOTAL						-8,010.00
Check		02/29/2024	payroll		101 · 101 · Operatin...	
					550 · Salaries & Wa...	-7,163.16
TOTAL						-7,163.16
Check		02/26/2024	VSP PAYMENT		101 · 101 · Operatin...	
					553 · Health Insuran...	-33.99
TOTAL						-33.99

1:36 PM

03/16/24

Dunkirk Public Library  
Check Detail  
February 2024

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Original Amount

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**-46.55**

46.55

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46.55

**-143.13**

143.13

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143.13

**-1,469.65**

5.34

43.01

29.43

16.27

30.00

12.43

15.92

58.64

67.61

125.51

650.47

32.39

21.31

19.64

197.30

132.99

11.39

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1,469.65

**-709.78**

17.98

20.29

56.91

585.19

29.41

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709.78

**-435.21**

425.00

10.21

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435.21

**-79.62**

79.62

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79.62

**-76.94**

76.94

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76.94

1:36 PM

03/16/24

Dunkirk Public Library  
Check Detail  
February 2024

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Original Amount

**-17.53**

17.53

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17.53

**-116.46**

116.46

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116.46

**-188.47**

35.88

152.59

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188.47

**-502.71**

406.36

96.35

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502.71

**-315.01**

16.00

128.48

170.53

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315.01

**-190.00**

190.00

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190.00

**-1,374.78**

1,374.78

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1,374.78

**-2,116.09**

1,353.99

762.10

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2,116.09

**-1,895.27**

1,212.08

683.19

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1,895.27

**-325.00**

1:36 PM

03/16/24

# Dunkirk Public Library

## Check Detail

February 2024

### Original Amount

100.00

125.00

100.00

325.00

**-4,246.76**

4,246.76

4,246.76

**-802.19**

802.19

802.19

**-161.32**

161.32

161.32

**-214.07**

214.07

214.07

**-311.58**

311.58

311.58

**-279.88**

279.88

279.88

**-192.43**

192.43

192.43

**-200.00**

200.00

200.00

**-200.00**

200.00

200.00

Dunkirk Public Library  
Check Detail  
February 2024

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Original Amount
-8,010.00
8,010.00
8,010.00
-7,163.16
7,163.16
7,163.16
-33.99
33.99
33.99



Children's Room Activity Report  
Pam Czarniak – Coordinator of Children's Services  
January/February 2024

- Statistics – January 2024 – Story Time with Craft Kits Attendance - 7 (Ramp work some of January)  
Craft Kits with Snacks – 89  
Facebook Views – 8,020

February 2024 – Story Times & Event Attendance - 104  
Craft Kits & Snacks – 125  
Facebook Views - 5946

We have 1,600 followers on Facebook, 28 new likes in February,  
We have reached 9,900 people in February, up 12.3% from last February.

- Crafts



- Attended webinars for the summer program and middle grade books.



Children's Room Statistics	Jan/Feb 2024					
Date	Story Time/Event	#Patrons	Date	#Crafts+Snacks	Facebook	#Views
1/16/2024	Story Time	3	1/4/2024	30	1/2ComputerClass	535
1/18/2024	Story Time	2	1/18/2024	30	1/4 Rm Closed	212
1/25/2024	Story Time	2	1/25/2024	29	1/9SnowmanRead	230
<b>Total</b>		<b>7</b>	<b>Total</b>	<b>89</b>	1/11StoryTime	346
					1/19StoryTime	534
2/1/2024	Story Time	4	2/8/2024	39	1/19HedgeVisit	2204
2/3/2024	TakeYourChildLibrary	7	2/15/2024	26	1/25Library1904	1311
2/10/2024	Hedgehogs	53	2/22/2024	23	1/26 StoryTime	408
2/13/2024	Valentine Raffle	36	2/29/2024	37	1/26TakeChildLib	483
2/20/2024	Story Time	4	<b>Total</b>	<b>125</b>	1/30Eclipglasses	1426
<b>Total</b>		<b>104</b>			1/31ComputerClass	331
					<b>Total January</b>	<b>8020</b>
					2/1BlackHistoryMo	249
					2/1StoryTime	237
					2/5LoveReadingPo	230
					2/5Fb Cover	40
					2/5EventsMar-June	2652
					2/6Story Time	125
					2/9Hedgies Satur.	162
					2/13 HedgeieSkitt.	305
					2/13EvanBask.Win	721
					2/20Story Time	300
					2/26Story Time	225
					2/28NoEclipseGlas	195
					2/29MarchCover	187
					2/29StoryTime	66
					2/29ComputerClass	252
					<b>Total</b>	<b>5946</b>

**Dunkirk Public Library  
Director's Report  
February-March 2024**

1. Book Club 1 February - *Hidden Figures*; Seventeen attendees.

Book Club 1 March - *One Second After*; Fifteen attendees.

- Author visits lined up for 4/11/24, 4/25/24, 5/16/24.

2. Book Club 2 February - four attendees.

Book Club 2 March - four attendees.

- Seeking to add more members.

3. Teens/YA -

- Casey Huber continues as guest DM who is teaching the kids new game systems and rule sets.
- Year of the Dragon snacks provided by nutritionist Ko Svetanics.



4. Adult Nutrition Sessions - Began again on March 19<sup>th</sup> after pausing for the winter. Slightly bigger crowd than usual for the latest gathering.

5. Knit & Crochet Class - Hosted by Jared Dejesus on 3/24/24.

6. Civil Service - Annual payroll certification submitted to Mayville and approved.

7. SAM Registration for government funding - Renewed.

8. 2023-2024 Construction Application - Rewritten to cover the cost of the ramp and desk that wasn't funded with grants and donations. We requested estimates (multiple times...) regarding the two boilers and staff room/boiler room doors as described on the building master plan, but did not get responses in time (or at all) to meet the application deadline. We also inquired about the elevator control upgrade listed on the building plan, but our rep said our equipment isn't old enough to make it worth changing.

9. Gladys Brooks Grant - Proposal letter submitted requesting plaster restoration funds.

10. NCCF - Submitted video follow-up for grant recipients.
11. Snack Grant - First reimbursement request for \$796.86 has been submitted (check deposited 3/22/24). Quarterly report #2 turned in 3/6/24.
12. Office Furniture - Visit to Foley, Foley, & Passafaro re: donations of excess furnishings.
13. Circulation Desk Printer - Died. It's too old for cost-effective repairs/parts. We worked with CCLS to find a replacement machine that should be delivered on 3/26/24.
14. Elevator Emergency Battery - Also Died. Mike and Jeff at CCLS helped procure and install a replacement.
15. Theft at Neighbor's House - Nancy R had items stolen from her garage; police requested camera footage but no one was visible during the time in question.
16. Parking Lot Fence - Smashed by patron who had problems parking. Staff at Putnam is working on an insurance claim.
17. Treasurer Bond - Rate recalculated and credit received from CNA Surety - \$896.44
18. Meetings and Conferences:
  - 1/24/24 - Annual Report Training
  - 2/6/24 - Meeting with Mike Jones & E-rate contractor to discuss data infrastructure
  - 2/7/24 - Planning meeting w/ Casey Huber for future teen activities
  - 2/14/24 - Library Advocacy Committee meeting
  - 2/23/24 - CCLS monthly meeting
  - 2/28/24 - Design meeting w/ Deborah F
  - 2/29/24 - Nonprofit meeting @ Tech Incubator
  - 3/5/24 - Visit from Todd Schaefer from Pucci's re: carpet
  - 3/5/24 - Utica National boiler inspection
  - 3/7/24 - Interview with potential computer lab intern
  - 3/13/24 - Teen Summer Reading workshop
  - 3/14/24 - Visit from David W re: current construction jobs
  - 3/18/24 - Budget Review
  - 3/19/24 - Meeting to renew Safe Place status
  - 3/19/24 - CCLS Program Tracking Tips meeting
  - 3/21/24 - Teen Summer Horror Title preview
  - 3/22/24 - Appointment w/ lawyer re: trustee vote docs - was a no show
  - 3/22/24 - CCLS monthly meeting

	Jan-24	Feb-24	2024 YTD	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23
Juvenile Fiction	330	641	971	502	483	632	515	595	819	853	808	542	526
Juvenile Non-Fiction	23	46	69	59	57	30	50	41	39	61	79	52	56
Juvenile DVD's	1	6	7	24	24	10	15	23	39	35	44	39	24
Juvenile Audio Books	0	0	0	0	0	0	0	0	4	0	1	1	1
Juvenile Magazines	0	2	2	1	0	1	1	0	2	1	1	0	3
Adult Fiction	525	586	1111	506	499	530	566	601	633	680	717	592	651
Adult Non-Fiction	157	150	307	94	123	123	96	119	131	122	99	105	118
Adult DVD's	217	163	380	160	167	148	199	247	282	315	207	180	207
Adult Audio Books	4	10	14	0	4	15	10	6	8	10	0	2	2
Adult Magazines	2	3	5	2	1	8	12	13	11	6	21	2	14
E-Books (Overdrive)	0	0	0	0	0	0	0	0	0	0	0	0	0
Downloadable Audio Books (Overdrive)	0	0	0	0	0	0	0	0	0	0	0	0	0
Digital Magazines (Overdrive)	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Circulation</b>	<b>1259</b>	<b>1607</b>	<b>2866</b>	<b>1348</b>	<b>1358</b>	<b>1497</b>	<b>1464</b>	<b>1645</b>	<b>1968</b>	<b>2083</b>	<b>1977</b>	<b>1515</b>	<b>1602</b>
Computer Use	420	444		494	510	579	594	565	470	408	506	428	436
Patrons Visiting Library	2917	2854		2656	2566	3157	2845	2913	3052	3497	3216	2548	2676
Reference Questions	332	409	741	157	263	238	213	170	177	188	210	152	211
Cards Issued each month	19	45		23	26	22	26	20	37	27	23	22	28
Total Card Holders as of	270	315	315		26	48	74	94	131	158	181	203	231

Nov-23	Dec-23	2023 YTD	% Change
568		6843	-85.81%
38		562	-87.72%
15		292	-97.60%
0		7	-100.00%
0		10	-80.00%
621		6596	-83.16%
149		1279	-76.00%
192		2304	-83.51%
18		75	-81.33%
12		102	-95.10%
0		X	X
0		X	X
0		X	X
1613	0	18070	-84.14%
387			
2267			
204			

20			
251	251	251	

DUNKIRK Jan-2024 STATISTICS	J-FIC	J-NF	J-OTHER	A-FIC	A-NF	A-OTHER	ILL-IN	ILL-OUT	TOTAL
BOOK	286	18		462	131				897
NEW-BOOK	44	5		63	26				138
PAPERBACK									0
ILL-BOOK									0
J-BOOK									0
EASY-BK									0
AUDIO BOOK						4			4
CDS									0
MAGAZINE						2			2
DVDS			1			217			218
NEW-ITEMS									0
HOUSEHOLD									0
VIDEOGAME									0
MUSEUM PASS									0
TOTAL	330	23	1	525	157	223	0	0	1259

Public Computer Use	420
Microfilm	1
Curbside Delivery	0
People Counter: Front Entr	919
People Counter: Rear Entr	1898
Total Patron Count	2817
RQ: Computer Assistance w/Patrons	11
RQ: Assistance in Lab	56
Reference Questions: Adult	207
Reference Questions: Children's	20
Reference Questions: Email	38
Total Reference Questions	332

<i>Added Materials</i>	
MAGAZINES	12
NEWSPAPERS	25
MICROFILM	0
CHILDREN'S ROOM BOOKS	3
ADULT BOOKS	27
DVD'S	0
AUDIO BOOKS	0
GAMES	7
TOTAL	74



DUNKIRK Feb-2024 STATISTICS	J-FIC	J-NF	J-OTHER	A-FIC	A-NF	A-OTHER	ILL-IN	ILL-OUT	TOTAL
BOOK	580	41		472	123				1216
NEW-BOOK	61	5		114	27				207
PAPERBACK									0
ILL-BOOK									0
J-BOOK									0
EASY-BK									0
AUDIO BOOK						10			10
CDS									0
MAGAZINE						3			3
DVDS						163			163
NEW-ITEMS						1			1
HOUSEHOLD									0
VIDEOGAME									0
MUSEUM PASS									0
TOTAL	641	46	0	586	150	177	0	0	1600

Public Computer Use	444
Microfilm	2
Curbside Delivery	0
People Counter: Front Entr	815
People Counter: Rear Entr	2039
Total Patron Count	2854
RQ: Computer Assistance w/Patrons	8
RQ: Assistance in Lab	45
Reference Questions: Adult	256
Reference Questions: Children's	60
Reference Questions: Email	40
Total Reference Questions	409

Added Materials			
MAGAZINES			12
NEWSPAPERS			24
MICROFILM			0
CHILDREN'S ROOM BOOKS			0
ADULT BOOKS			25
DVD'S			0
AUDIO BOOKS			0
Total			61

## RESOLUTION

### DUNKIRK PUBLIC LIBRARY - BOARD OF TRUSTEES

At a duly called meeting of the Board of Trustees of the Dunkirk Public Library held on March 26, 2024 upon a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_, it was

RESOLVED that, pursuant to General Municipal Law § 3-c(5), the Board of Trustees of the Dunkirk Public Library overrides, for the purpose of the Dunkirk Public Library 2024-2025 Fiscal Year budget, the tax levy limit imposed by Municipal Law §3-c(3).

Dated: March 26, 2024

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Susan Nickle, Secretary

Vote:    \_\_\_    In Favor  
          \_\_\_    Opposed  
          \_\_\_    Abstentions

## RESOLUTION

### DUNKIRK PUBLIC LIBRARY - BOARD OF TRUSTEES

At a duly called meeting of the Board of Trustees of the Dunkirk Public Library held on March 26, 2024 upon a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_, it was

RESOLVED, that, in accordance with Education Law §260, the Board of Trustees calls special district meeting of the voters of the Dunkirk City School District for the purpose of electing two Trustees for three-year terms to fill the vacancies created by the expiration of the terms of incumbent Trustees Sara Marsowicz and Susan Nickle, and it is further

RESOLVED, that the Board seeks an increase in the tax levy to \$459,964 and will place the following question before the voters:

Shall the sum of \$459,964 be raised by annual levy of a tax upon the taxable real property within the Dunkirk City School District for the purpose of funding the operating budget of the Dunkirk Public Library?

and it is further

RESOLVED, that the election will be held on June 11, 2024 from the hours of 12:00 p.m. to 9:00 p.m. at the Dunkirk Public Library, 536 Central Avenue, Dunkirk, New York, and it is further

RESOLVED, that the Library Director, with the assistance of the Library's counsel, is authorized and directed to circulate nominating petitions, create and distribute absentee ballot applications, post notice of the election, accept filed nominating petitions, print ballots, and comply with the legal notice publication requirements of law in order to hold the election as scheduled herein, and it is further

RESOLVED that, the Board of Trustees authorizes the Library Director to incur costs necessary to conduct the election, including but not limited to printing, postage, publication fees, inspector fees, technician fees, polling place rent, supplies, and professional services which shall be paid by the Library upon presentation to the Board of Trustees of authenticated vouchers in accordance with its usual and customary payment procedures.

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Susan Nickle, Secretary

Vote: \_\_\_\_\_ In Favor  
\_\_\_\_\_ Opposed  
\_\_\_\_\_ Abstention

**NOMINATING PETITION - DUNKIRK PUBLIC LIBRARY  
MEMBER OF THE BOARD OF TRUSTEES**

TO THE DIRECTOR OF THE DUNKIRK PUBLIC LIBRARY:

I, the undersigned, do hereby state that I am a duly qualified voter of the Dunkirk City School District, that I am entitled to vote therein, that my present place of residence is truly stated opposite my signature hereto, I intend to support at the ensuing special district meeting, and I do hereby nominate the following named person as a candidate for the public office of member of the board of trustees of the Dunkirk Public Library (for a three-year term), to be voted for at the June 11, 2024 special district meeting:

Name of Candidate	Public Office	Place of Residence
	<b>MEMBER OF THE BOARD OF TRUSTEES OF THE DUNKIRK PUBLIC LIBRARY (for a three-year term)</b>	

In witness whereof, I have hereunto set my hand, the day and year placed opposite my signature.

#	Date	Name (Print)	Signature	Residence
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

**STATEMENT OF WITNESS**

I, \_\_\_\_\_ (Name of Witness) state that I am a duly qualified voter of the Dunkirk City School District in the State of New York and now reside in the (City, Town or Village) of \_\_\_\_\_, New York, at \_\_\_\_\_ (Address). I was last registered for the general election in the year 2023 in the County of Chautauqua, New York. I know each of the voters whose names are subscribed to this petition sheet containing \_\_\_\_\_ signatures, and each of them subscribed the same in my presence and upon so subscribing declared to me that the foregoing statement, made and subscribed by him/her, was true.

Date \_\_\_\_\_ Signature of Witness \_\_\_\_\_

## **REQUIREMENTS AND PROCEDURES FOR NOMINATION AS A TRUSTEE OF THE DUNKIRK PUBLIC LIBRARY**

On June 11, 2024, voters of the Dunkirk City School District will vote to elect two individuals to fill seats on the Board of Trustees of the Dunkirk Public Library. The persons elected to the Trustee seats as part of the June 2024 election will serve a term commencing on July 1, 2024 and ending June 30, 2027.

**A qualified voter (see below) who is interested in having his or her name placed on the ballot as a candidate for a seat on the Board of Trustees must submit a Nominating Petition containing the signatures of at least 25 qualified voters in the Dunkirk City School District to the Director of the Dunkirk Public Library, not later than 5:00 p.m. on May 21, 2024.**

***Q: Who may be nominated as a candidate for election as Member of the Board of Trustees of the Library?***

***A:*** Any person at least 18 years old who is a U.S. citizen, is a resident of the Dunkirk City School District, and who is not otherwise disqualified from voting under Election Law § 5-106 (a “qualified voter”).

***Q: How many voter signatures will be required for the petitions of the candidates for the Library’s Board of Trustees?***

***A:*** The Director will require each person seeking to be nominated for a position on the Library’s Board of Trustees to collect a minimum of 25 valid signatures of eligible voters on his or her nominating petition. Candidates are encouraged to get as many signatures as possible to avoid being disqualified if a signature is challenged and voided.

***Q: Who may sign a petition?***

***A:*** A petition may be signed by any qualified voter.

***Q: Who may collect signatures on a nominating petition?***

***A:*** Signatures may be collected by any qualified voter.

***Q: What form is used to collect petition signatures?***

***A:*** A form Nominating Petition is available at the Dunkirk Public Library. Candidates may use more than one form to secure all of the required signatures. Photocopies of the form may be used to collect signatures, but all of the signatures contained on the Nominating Petition filed with the Library’s Director must be originals.

***Q: May signatures be collected inside the Library building?***

**A:** Signatures on the petitions should not be collected inside the library building. Signatures may be collected outside of the Library building and at other places in the community.

**Q:** *When are the nominating petitions for candidates for the Board of Trustees due to the Director of the Dunkirk Public Library?*

**A:** The Trustee nominating petitions must be filed with the Director of the Dunkirk Public Library not later than **5:00 p.m. on May 21, 2024.**

**Q:** *How should the Nominating Petition form be filled-out?*

**A:** Candidates and persons collecting signatures on their behalf should be aware that strict compliance with the law is required in the execution of Nominating Petitions. Accordingly, it is extremely important that nominating petitions are filled out neatly and accurately. Petitions should be completed in pen and the person collecting signatures should clearly print the candidate's name and full address of the candidate's place of residence in the blanks at the top of the form. The person collecting the signatures should also fill in the blanks in the Statement of Witness at the bottom of the form by entering his or her own name and residential address.

Signatures are collected in the table in the center of the form and may only be collected in the presence of the witness. The signatures are collected by having the signer enter the date of signature, the signer's full name (in printing), the signer's signature, and the signer's current residential address (which must be located within the Dunkirk City School District). Once a signature has been placed on a Nominating Petition, it should not be altered or modified in any manner. Errant marks on or near a signature may void the entire Nominating Petition. Care should be exercised to avoid the collection of duplicate signatures as they cannot be counted in the tally of valid signatures. Under no circumstances may the name or emblem of a political party be placed on the Nominating Petition, and care should be used not to identify the candidate with any party or political affiliation.

Upon completion of the form, the person collecting the signatures should tally the number of signatures collected, enter that number in the blank in the Statement of Witness, and then sign and date the petition. When all signatures have been collected, the pages of the nominating petition should be stapled and consecutively numbered by the candidate prior to the submission of the petition to the Library Director. The candidate should retain a copy of the Nominating Petition for his or her own records.



We have prepared a quote for you

**CCLS Cabling RFP - Dunkirk**

Quote # 041830  
Version 1

Prepared for:

**CCLS - Dunkirk - Dunkirk Public Library**

Michael Jones  
[mjones@cclsny.org](mailto:mjones@cclsny.org)



## Dunkirk

Qty	Product Description
<p>Quote based on RFP Documents and walk through.</p> <p>Quote based on Advent Standard Products</p> <p>Patch panels included are standard 110 Style Patch Panels</p> <p>Quote based on using existing cabling paths from data room through main hall. Cabling will be attached to pipes and other existing infrastructure in order to get it to the requested locations. No basket tray or cable boxes are included in this bid. Only raceway will be used in the finished spaces to get cable to its final destination.</p> <p>Quote also based on customer having all areas where cabling needs to go cleaned up and ready for access. Advent is not responsible for moving items in order to gain access to the cable location or path to get there.</p> <p>Scope:</p> <p>Advent will install 25 new cables. All cabling will be 4 pair tested. Cabling locations below</p> <p>1 quad run to the ground floor circulation desk</p> <p>1 quad run to Pam's office, near her desk</p> <p>1 dual run to Pam's office, near the printer</p> <p>3 dual runs to the new PC area on the ground floor</p> <p>1 dual run to the wall above the new PC area on the ground floor for an AP and growth</p> <p>1 dual run to the conference room on the ground floor</p> <p>1 dual to the reading room on the second floor for the PCs</p> <p>1 cable to the ceiling of the reading room on the second floor for an AP</p> <p>1 dual to the clerks office on the second floor, near where the printer is.</p>	
4810	Cable, Link C6, Plenum, Reelex, Blue (Per Foot)
2	UDX-Series Shielded Patch Panel, 24 Port, 1 Rack Units, 1.75" H
3	MPTL Assembly with Cobra-Lock Termination
47	Hubbell NetSelect Network Connector - 1 x RJ-45 Network Female - Blue
20	Patch Cord, Speed Gain, Cat6, Slim, Blue, 3'
20	Patch Cord, Speed Gain, Cat6, Slim, Blue, 5'
2	Face Plate, Rear-Loading, 2 Port, Single Gang, Office White
4	Face Plate, Rear-Loading, 4 Port, Single Gang, Office White





## Dunkirk

Qty	Product Description
6	Single Gang with Drywall Screws (Drywall Caddy)
10	Hubbell 1 Gang Standard Station Mounting Box - 1-gang - Office White - Plastic
70	Hubbell MediaTrak 7 Cable Tray - Cable Holder - White - 1
10	Hubbell - Lantrak Splice Cover MOQ-5, PR PL1SC
15	Hubbell - Lantrak Flat Elbow, Base/Cover
6	Hubbell - Raceway Ceiling Entrance Fitting for Conduit
10	Hubbell - Internal Elbow, Base/Cover, PR PL1IEBC
10	Hubbell - LantrakExternal Elbow W/COVER Off White
8	Hubbell - Lantrak, BS+CVR,Tee PR PL1TCBC
1	Bulk Velcro Cable Tie, 75 FT, Black
1	Mounting Hardware

Subtotal: **\$6,194.96**



## CCLS Cabling RFP - Dunkirk



### Prepared by:

#### Advent Communications

Rachael Clegg  
814-835-5204  
Fax (724)916-2539  
rclegg@adventcom.com

### Prepared for:

#### CCLS - Dunkirk - Dunkirk Public Library

536 Central Ave  
Dunkirk, NY 14048-2517  
Michael Jones  
(716) 450-4421  
mjones@cclsny.org

### Quote Information:

#### Quote #: 041830

Version: 1  
Delivery Date: 03/08/2024  
Expiration Date: 05/31/2024

## Quote Summary

Description	Amount
Dunkirk	\$6,194.96
Installation	\$9,920.00

Subtotal: **\$16,114.96**

Shipping: **\$150.00**

Total: **\$16,264.96**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

### Advent Communications

### CCLS - Dunkirk - Dunkirk Public Library

Signature:

*Rachael L. Clegg*

Name: Rachael Clegg

Title: Senior Account Executive

Date: 03/08/2024

Signature:

Name: Michael Jones

Date:



## Terms and Conditions

### 1. TRANSACTION:

Subject to the additional terms and conditions set forth herein, Advent Communications, Inc. ("Advent") agrees to sell to **CCLS - Dunkirk - Dunkirk Public Library** ("Customer") and Customer agrees to purchase from Advent, the hardware, software, wiring, cable, and other equipment (hereinafter referred to generally as "Equipment") listed on the attached Order/Quote #**041830**. In addition, Advent will supply remote/onsite/support/professional services/programming/installation services (hereinafter referred to generally as "Services") listed on the attached Order/Quote # **041830**, and any subsequent Quotes and/or Orders.

### 2. COVERAGE:

Advent and Customer agree that the following terms and conditions will govern the attached Quote, as well as any subsequent Quotes/Orders of Equipment and/or Services. Any other terms and conditions, preprinted, verbal, or otherwise, from any Customer Order for Equipment or Services are hereby rejected and shall have no legal effect notwithstanding Advent's acceptance or fulfillment of any such Order. In the event there is a scope of work or other agreement with terms inconsistent with this Agreement, then such terms will be effective and controlling only if signed by an authorized representative of Advent.

### 3. CONTRACT PERIOD:

This Agreement will become effective when it is signed by Customer and accepted by Advent and will remain in effect until terminated or cancelled as provided herein.

### 4. RIGHT TO REJECT:

Advent reserves the right to reject and/or terminate any Quote/Order/Services, based upon its review and/or its site review, in its sole discretion, or for any reason including but not limited to rejection of a Quote/Order/Services based on price, margin, unforeseen installation/service challenges including but not limited to union issues, additional wiring required, or payment disputes.

### 5. CUSTOMER OBLIGATIONS FOR INSTALLATION:

Customer agrees, at its expense, upon the signing of this Agreement, and at all other times during the period of installation and maintenance services to: (a) allow employees or agents of Advent access to the premises and facilities where the equipment is to be installed at all hours consistent with the requirements of the installation. (b) to assure that the Premises will meet all temperature, humidity control, air conditioning, and all other environmental requirements and will be dry and free from dust and other hazards so as not to be injurious to persons or to the equipment to be installed. (c) to provide all patching, painting, concrete, and other openings, conduit floor reinforcements or other mechanical modifications pertinent to this installation; (d) to provide ample electric current of proper and clean voltage for any necessary purpose, terminating in rooms where it is required; (e) to provide suitable and easily accessible space for secure storage of the equipment, any tools, test sets, and other items necessary for installation. (f) to accept delivery of the equipment. (g) To supply secure remote access to Equipment/Software for installation, monitoring, maintenance, customer requested work, programming, etc. Any delays caused by failure of Customer to comply with Subsections 5(a)-(g) may result in additional charges based on Advent's service contract/warranty rate schedule as described in this Agreement. Charges will apply only to the real time lost by Advent personnel including travel time and time on site. The risk of loss for any damage to or destruction of the Equipment or any portion thereof from and after the time of delivery thereof to the Premises shall be borne by Customer, except with respect to damage or destruction resulting from the negligence or willful conduct of Advent.

### 6. RIGHT TO HIRE:

Customer agrees that Advent has devoted time, money, and other valuable resources in developing its employees as business assets, and that by having the employee work directly with a Customer, Customer is able to have an unusual access to work with and evaluate Advent's employees. Customer agrees not to solicit, request, or entice any employee of Advent who has worked with the Customer, to leave the employ of Advent within one (1) year of such Advent employee's last date working with Customer remotely or on any premise or facility. As the damages caused by a violation of this covenant is difficult to quantify, the parties agree that in the event any Advent employee is hired, either directly or indirectly, as an employee, or as an independent contractor, or otherwise, by Customer within one (1) year of such Advent employee's last remote or on-site date at Customer's premises or facilities, Customer agrees to pay to Advent liquidated damages, in the amount of \$50,000.00, payable and due in full within (30) days of Customer hiring of each such Advent employee.

### 7. CREDIT CONDITIONS:

The acceptance of any Quote and/or Order under this Agreement is subject to credit approval and to Customer's payment of 50% of the initial order of Equipment/Software/Services. For any subsequent Quote/Order of Equipment/Software/ Services, Advent may require a prepaid deposit. Any payment terms that differ from this



## Terms and Conditions

Agreement must be set forth in writing signed by an authorized representative of both Advent and Customer. Payment Schedule Conditions for Quote and or Orders:

Dollar value up to and including \$50,000.00 - 50% payment with Order/Quote and 50% upon completion

Dollar value of more than \$ 50,000.00 50% payment with Order/Quote, 25% upon delivery of Equipment/Software and 25% upon completion.

Advent may, but shall not be required to, delay installation until Customer credit is approved by an authorized representative of Advent and/or third party leasing or other financing entity, and/or a site review of Customer's premises has been made by Advent's personnel.

### **8. PAYMENT:**

If Customer pays via check or bank wire, Advent may, at its discretion, wait for the check to clear or funds to transfer before scheduling installation or shipping Equipment. If Customer pays the final balance via check or bank wire, Advent may, at its sole discretion, require final payment to be paid with a certified check or money order, or require Customer to provide a credit card authorization until the check clears or funds are transferred. If upon cutover Customer does not provide required payment, Advent may de-install Equipment and wiring, and Customer hereby grants access to Advent, its employees, and agents to Customer's premises and facilities to do so. In such case Advent will not be required to refund Customer's deposit or any monies received as part of this Agreement. Any invoice not paid within fifteen (15) days of the invoice are subject to a late payment fee of one and one-half percent (1½ %) per calendar month or portion thereof, or the maximum amount allowed by law, whichever is less, on the unpaid balance. Restrictive endorsements or other statements on checks will not be effective to alter these terms, or the duty to pay all amounts due Advent. Customer will also be liable for all costs incurred by Advent in the collection of any past due amount, including any collection agency or attorneys' fees.

### **9. CHANGE ORDERS:**

Customer requests for any change Order to the equipment, software, wiring, or installation/labor/services will be billed at the same rate as charged on original Quote/Order for equipment and all installation/labor/service charges will be billed at Advent's service rate schedule for the original Quote/Order. Any additional expense attributable to such change Orders, including but not limited to, freight, after hours, manufacturer charges, and taxes, shall be paid by Customer. All changes & additions shall be subject to all terms and conditions provided herein. Any Equipment not on original Quote/Order will be at a price to be negotiated between Advent and Customer at the time of the Change Order.

### **10. SUBSEQUENT ORDERS:**

The price for additional Equipment, Software and/or Services will be negotiated at the time of ordering by the Customer. Subsequent Orders may be made via facsimile, in person, U.S. Mail, or e-mail. For any subsequent Orders in an amount exceeding \$5,000.00, a 50% deposit is required.

### **11. THIRD PARTY FINANCING:**

Any payment terms that differ from this Agreement must be set forth in a writing signed by an authorized representative of Advent. If Customer is financing Equipment with any third-party financial

services company, Advent may, at its discretion, submit all lease documents for funding on the entire amount of the lease when Equipment is ordered and shipped to Customer. Advent may require all lease documents, including credit application, lease agreement, and/or Delivery and Acceptance to be signed prior to the shipment of Equipment and scheduling of installation.

### **12. EXISTING AGREEMENTS:**

In providing Equipment or Services, Advent is not liable or responsible with regard to any fees or other expenses relating to the termination of Customer's existing agreements with other persons or entities. It is the Customer's responsibility to terminate any and all existing unnecessary, redundant, and/or conflicting agreements in place. This includes but not limited to equipment leases, network services, and/or maintenance agreements. Customer is solely responsibly with regard to its existing contracts or associated termination charges without reimbursement from Advent. If Customer has a current Advent maintenance contract, that contract will be modified or superseded as of the date when the new system is installed or new maintenance agreement goes into effect. The prior contract(s) will be applicable for events prior to such date.

### **13. TAXES, FEES, SURCHARGES:**

Prices, fees, and charges shown on the Quote/Order may not include sales or other taxes and governmental fees. If applicable, Customer agrees to pay when invoiced all applicable taxes, however designated, including but not limited to, federal, state, and local sales and use taxes, fees, and surcharges, imposed on the provision, sale, license,



## Terms and Conditions

and/or use of the Equipment, Software or Services provided hereunder.

### **14. CANCELLATION:**

In the event Customer cancels an order for any Equipment or Software, there will be a cancellation fee paid to Advent of 15% of the Equipment or Software price as charged to Customer, in addition to any restocking or other fees charged by the third-party distributor and/or manufacturer. Cancellation by Customer of any installation, shall be made at least 72 hours prior to the date scheduled for the commencement of the installation, and a cancellation fee paid to Advent of 15% of the non-Equipment portion of the applicable Quote/Order, in addition to any travel or trip costs incurred by Advent. In the event the cancellation is made less than 72 hours prior to the date scheduled for the installation, then the cancellation fee paid to Advent shall be 20% of the non-Equipment portion of the applicable Quote/Order, in addition to any travel or trip costs incurred by Advent.

In the event Customer cancels a Maintenance Agreement, Advent is due a lump sum of either the total of the remaining payments contemplated by the Maintenance Agreement or a lump sum equal to 12 month's payments as contemplated by the Maintenance Agreement, whichever is less. Customer is required to provide at least thirty day's written notice of cancellation, including Customer's proposed End Date. The "End Date" must be the first day of a calendar month and in no event will be less than thirty days after receipt by Advent of the notice of cancellation. Calculation of the amount due pursuant to this Section 14 will be made as of the End Date. Payment in full of the lump sum due pursuant to this Section 14 is due within thirty-one days of the End Date.

### **15. RENEWAL:**

Unless otherwise negotiated, recurring revenue contracts such as maintenance and manage services but not limited to, will be renewed for one year increments with original payment terms. In addition, Advent has the right to not renew, for any reason, at its discretion.

### **15. WARRANTIES OF EQUIPMENT:**

Advent reserves the right to limit the duration and coverage of Equipment warranties to those provided by the applicable third-party manufacturer or provider of the Equipment. In Advent's sole discretion, Advent may provide greater remedies for issues arising from Equipment than provided by the third-party manufacturers; however, doing so does not obligate Advent to do so at any other time and/or in regard to the same or other Equipment.

### **16. MONITORING:**

Advent may, at its discretion, electronically monitor Equipment for the following purposes: (i) to perform remote diagnostics, corrective actions, alarming; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) to assess Customer needs for additional products or Services; (v) as otherwise provided in the applicable Order.

### **17. LIMITATIONS ON FRAUDULENT INTRUSION:**

Although Advent sells Equipment designed to be secure, Advent makes no express or implied warranty that Equipment, or the systems of which they are a part, is immune from or prevents fraudulent intrusion, unauthorized use or disclosure or loss of proprietary information. Certain features, if purchased, including but not limited to, Password Reset, Conference Mailbox, Skip Password, and Monitor Mailbox, when enabled, could be improperly used in violation of privacy laws. By ordering Equipment with these features or separately ordering such features, Customer assumes all responsibility for assuring their proper and lawful use.

### **18. FACILITIES**

If a Supported Product supports Telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) facilities and other Network Facilities, T1/PRI, SIP, etc., Customer may experience certain compromises in performance, reliability and security, even when the Supported Product performs as warranted. CUSTOMER ACKNOWLEDGES THAT IT IS AWARE OF THESE RISKS AND THAT CUSTOMER HAS DETERMINED THEY ARE ACCEPTABLE FOR ITS APPLICATION OF THE SUPPORTED PRODUCT. CUSTOMER ALSO ACKNOWLEDGES THAT, UNLESS EXPRESSLY PROVIDED IN ANOTHER AGREEMENT, CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT CUSTOMER'S NETWORK AND ACCESS, WHETHER REMOTE OR ON SITE, ARE SECURE AND BACKING UP CUSTOMER'S DATA. Advent does not warrant or guarantee uninterrupted or error-free operation of the Equipment.

### **19. LIMITED WARRANTY:**

Advent warrants to Customer that Equipment/Software, including wiring installed by Advent will be in good working order on the date Advent delivers or completes installation of the Equipment/Software,

whichever is later. If Customer notifies Advent that the Equipment/Software is not in good working order within the standard warranty period specified for the



## Terms and Conditions

Equipment/Software on the date of purchase, Advent will without additional charge repair or replace, at Advent's option, the Equipment/Software components that are not in good working order. Advent, at its option, may replace Equipment/Software covered under warranty with new, remanufactured, or refurbished Equipment/Software. Repair or replacement parts may be new, remanufactured, or refurbished at the option of Advent. Any removed Equipment/Software and/or parts will become the property of Advent. For any Equipment/Software that is repaired or replaced while this Limited Warranty is in effect, the repaired or replaced Equipment/Software will be warranted for the remaining warranty period covering the original purchased Equipment/Software. Advent's obligations under this Limited Warranty are contingent on Customer's full payment of the Equipment/Software purchase price. For Equipment/Software that is under a maintenance contract with Advent, Advent is not obligated to perform any replacement or repair of any Equipment/Software, even if Equipment/Software is under warranty, if Customer has any unpaid invoices.

The warranties provided pursuant to this Section 19 specifically, and pursuant to this Agreement generally, are voided in the event the Equipment/Software is damaged or malfunctioning as a result of neglect or abuse by Customer or third parties; as a result of improper handling, operation, installation, maintenance, transport, and/or storage undertaken by Customer or other party not under control of

Advent; as a result of environmental conditions not within Advent's control; as a result of alterations or repairs not authorized by Advent; as a result of the use of parts not authorized by Advent in or with the Equipment; and/or as a result of accident, fire, flood, lightning, or other acts of God.

Advent's obligation to repair or replace as set forth above is Customer's exclusive remedy. Except as specifically set forth above, Advent makes no warranties, express or implied, and specifically disclaims any warranties of merchantability and/or warranties for fitness for a particular use.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, SHALL ADVENT HAVE ANY LIABILITY TO YOU OR TO ANY PERSON OR ENTITY FOR (i) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, OR PERSONAL INJURIES (INCLUDING DEATH), RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, THE INSTALLATION, MAINTENANCE, FAILURE, REMOVAL, OR USE OF THE SERVICES, OR THE USE OR ATTEMPTED USE OF OR CUSTOMER'S RELIANCE ON OR USE OF PURCHASED EQUIPMENT, OR THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURES OR MALFUNCTION, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, LOSS OR CORRUPTION OF INFORMATION OR DATA, OR FAILURE OF PERFORMANCE OF THE EQUIPMENT AND/OR SERVICES; OR (ii) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF PURCHASED EQUIPMENT AND/OR THE SERVICES BY CUSTOMER OR ANY OTHER PERSON OR ENTITY INFRINGES THE COPYRIGHT, PATENT,

TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS, OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.

This Section 19 shall survive termination of this Agreement.

### **20. ADVENT'S RIGHT TO CURE:**

In the event Advent materially breaches any obligation it has under this Agreement, and, if that breach is capable of being cured, fails to cure that breach within 30 days after Customer notifies Advent of that breach, except that if that breach is capable of being cured but not within 30 days and Advent is making reasonable efforts to cure the breach in a timely manner, then Advent shall have 90 days after Customer notifies Advent of that breach to cure.

### **21. FORCE MAJEURE:**

Advent shall have no liability for damages due to fire, explosion, power failures, strikes, or other labor disputes, water, acts of God, war, acts of civil or military authorities, inability to secure raw materials or transportation facilities, fuel or energy shortages, and/or acts or omissions of Internet providers or communications carrier telecommunications services or other outside influences not controllable by Advent.

### **22. CHOICE OF LAW:**

The construction, interpretation and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions. Any action brought pursuant to or to enforce the terms of this Agreement shall be brought exclusively in the Court of Common Pleas of Washington County or in the United States District Court for the Western District of Pennsylvania. The parties agree to submit to the jurisdiction of the above-listed courts under this Agreement. Customer hereby waives any objections to the jurisdiction and/or venue of the courts set forth above, including but not limited to objections based upon personal jurisdiction, venue, and/or forum nonconveniens, in any proceeding by Advent to enforce its rights under this Agreement. Customer agrees to not object to any petition filed by Advent to remove an action filed by Customer from a forum or court that is not either the Court of Common Pleas of Washington County or the United States District Court for the Western District of Pennsylvania. If Customer does object to a petition for removal, Customer agrees to reimburse Employer's legal fees and expenses associated with the removal of such action.





## Terms and Conditions

### 23. ASSIGNMENT/SUBCONTRACTING:

This Agreement is not assignable by Customer without prior written consent, which consent will not be unreasonably withheld. Advent may subcontract all or any part of the Services to be performed by it under this Agreement, but Advent remains obligated to fulfill its obligations under this Agreement, whether performed by Advent employees and/or by Advent subcontractors.

### 24. USE:

Customer agrees and warrants that any Equipment, Software and Services acquired hereunder are for use in the ordinary course of Customer's business in the United States and are not for resale.

### 25. NOTICES:

All notices required or permitted under this Agreement shall be in writing and sent to the other Party at the address specified below or to such other address as either Party may substitute from time to time by written notice to the other. Any such notice shall be deemed validly given, if via hand delivery, upon receipt by the other Party; if via FEDEX or UPS, signature required, upon delivery. No other method of delivery is acceptable unless acknowledged by the receiving Party in a physical or electronic writing, in which case receipt is deemed to be upon acknowledgment.

If to Advent:

Ken Eglberger  
250 Meadowlands Boulevard  
Washington, PA 15301

With a copy to:

Greg Sinnamond  
250 Meadowlands Boulevard  
Washington PA 15301

Service of such notice or demand so made shall be deemed complete on the day of actual delivery. Any Party hereto may, from time to time, by notice in writing served upon the other Party as aforesaid, designate a different mailing address or a different person to which all further notices or demands shall thereafter be addressed.

**INTENDING TO BE LEGALLY BOUND HEREBY, effective as of 01/01/0001, the parties sign below:**

Date

**ADVENT COMMUNICATIONS, INC.**

*Rachael L. Clegg*

BY: Rachael L. Clegg 01/01/0001

Authorized Representative      Date

**CUSTOMER**

BY: \_\_\_\_\_

Authorized Representative      Date