

**AGENDA**  
**BOARD OF TRUSTEES**  
**Cuba Circulating Library**  
*Serving the Cuba Community for 152 Years*

**Monday, Oct. 21, 2024**  
**5:30pm**

1. Call to order
2. Public Comments
3. Friends' Report
4. Minutes of the Sept. Meeting
5. Financial Officer's Report
6. Corresponding Secretary
7. Director's Report
8. Committee Reports
  - i. Planning
  - ii. Finance
  - iii. Bldgs/Grounds
    - i. Statue
    - ii. Pillars/gutters
    - iii. Drainage bids
  - iv. Personnel
  - v. Policy
    - i. Safety
    - ii. Opioid Overdose Prevention
    - iii. Incident Report
  - vi. Liaison with Friends
  - vii. Education
  - viii. Executive
- b. Ad hoc committees
  - i. Children's Area Renovation
9. Unfinished Business
10. New Business
  - i. 2025 budget draft
  - ii. Tax cap override
11. Executive Session as needed
12. Adjournment

Monday, September 9, 2024

Meeting Minutes Cuba Circulating Library Board of Trustees

1. The meeting was called to order by Faith at 5:28 PM.

Absent Trustees: Lionel Legry, Lauren Mosgrove, Wendy Sprague

Trustees present: Tom Donahue, Denean Emerson, Lauren Mosgrove, Jill Schwab, Faith Stewart, Paul Tsujimoto, Brad Weaver

Also Present: Tina Dalton, Heather Forness Thomas, Sarah Vail

2. No public comments were presented.
3. The Friends raised money for a kitchen renovation.
4. The August minutes were approved after a motion by Tom and a second by Paul.
5. The financial report indicates that the endowment has increased \$20,000 over the last month. The report was approved on a motion by Brad and a second by Jill. See attached.
6. There was nothing to report from the Corresponding Secretary
7. Tina presented the Director's report. Margaret "Peggy" Bulson donated \$2061 for the purchase of an AED for the community room. We have been invited by Assemblyman Joe Giglio's office to apply for a State and Municipal Facilities Capital Program Grant in the amount of \$75,000 to go towards our Children's Area and Workforce Development Project. See attached.
8. Committee Reports –
  - i. Planning- NTR
  - ii. Finance- NTR
  - iii. Building and grounds – NTR
  - iv. Personnel – On a motion by Denean and a second by Brad, the Board approved Maximo Riquelme as a new library page/substitute.
  - v. Policy – NTR (see unfinished business)
  - vi. Liaison with Friends – NTR
  - vii. Education – NTR

Ad hoc committees

- i. Children's Area Renovation – NTR

9. Unfinished Business

On a motion from Paul and a second by Denean the board approved the Supervised visit MOU.

10. New Business

- i. On a motion by Brad and a second by Jill the Board voted to accept the Phase 2 bid submitted by Duggan and Duggan. See attached.
- ii. On a motion by Tom and a second by Paul, the Board approved a \$10,000 withdrawal from the endowment to cover Library budget expenses until the school tax money is received in the fall.

11. Executive Committee – Not Required

12. The meeting was adjourned at 6:01 PM. Motion – Faith, second – Tom.

# Cuba Circulating Library Association

## Budget vs. Actuals:

January - September, 2024

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
<b>Revenue</b>				
4003 School Income		237,098.00	237,098.00	100.00 %
4004 Local Lib Services Aid		1,675.00	1,675.00	100.00 %
4017 Memorials/Gifts	5,267.46		-5,267.46	
4020 Meeting Room Fee	750.00	950.00	200.00	21.05 %
4100 Other Income	53.45		-53.45	
Arts	242.00		-242.00	
Book Replacement	442.05		-442.05	
Copies Income	2,030.55	2,600.00	569.45	21.90 %
Donation Box	403.92	800.00	396.08	49.51 %
Fines	186.50	200.00	13.50	6.75 %
Fundraiser	150.00		-150.00	
Misc Income	200.86	450.00	249.14	55.36 %
<b>Total 4100 Other Income</b>	<b>3,709.33</b>	<b>4,050.00</b>	<b>340.67</b>	<b>8.41 %</b>
<b>4200 Restricted Funds Revenue</b>				
Arts Grant	4,310.00		-4,310.00	
Childrens Programs	500.00		-500.00	
DFY Grant	1,076.00		-1,076.00	
Friends	7,952.60	4,000.00	-3,952.60	-98.82 %
Grant - STLS	1,183.00		-1,183.00	
Grants	10,000.00		-10,000.00	
ALA Grant	10,000.00		-10,000.00	
<b>Total Grants</b>	<b>20,000.00</b>		<b>-20,000.00</b>	
Manley Grant	5,000.00		-5,000.00	
United Way	2,850.00		-2,850.00	
<b>Total 4200 Restricted Funds Revenue</b>	<b>42,871.60</b>	<b>4,000.00</b>	<b>-38,871.60</b>	<b>-971.79 %</b>
<b>4500 Investment Income</b>				
Capital Gains Distribution	6,212.55		-6,212.55	
Dividend Income	11,110.49		-11,110.49	
Interest Income	1,210.82		-1,210.82	
Morgan Stanley				
Adams Memorial		500.00	500.00	100.00 %
Endowment Fund	43,351.00	33,351.00	-10,000.00	-29.98 %
<b>Total Morgan Stanley</b>	<b>43,351.00</b>	<b>33,851.00</b>	<b>-9,500.00</b>	<b>-28.06 %</b>
<b>Total 4500 Investment Income</b>	<b>61,884.86</b>	<b>33,851.00</b>	<b>-28,033.86</b>	<b>-82.82 %</b>
Budget Carryover		32,694.00	32,694.00	100.00 %
<b>Total Revenue</b>	<b>\$114,483.25</b>	<b>\$314,318.00</b>	<b>\$199,834.75</b>	<b>63.58 %</b>
<b>GROSS PROFIT</b>	<b>\$114,483.25</b>	<b>\$314,318.00</b>	<b>\$199,834.75</b>	<b>63.58 %</b>
<b>Expenditures</b>				
6100 Payroll Expenses				
6101 Wages	122,988.41	171,954.00	48,965.59	28.48 %
6102 Taxes	0.00		0.00	

# Cuba Circulating Library Association

## Budget vs. Actuals:

January - September, 2024

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
Payroll Tax	9,752.89	13,471.00	3,718.11	27.60 %
SUTA	1,371.41	2,370.00	998.59	42.13 %
<b>Total 6102 Taxes</b>	<b>11,124.30</b>	<b>15,841.00</b>	<b>4,716.70</b>	<b>29.78 %</b>
6103 Employee Benefits				
Company Contributions				
Retirement	3,448.07	5,306.00	1,857.93	35.02 %
<b>Total Company Contributions</b>	<b>3,448.07</b>	<b>5,306.00</b>	<b>1,857.93</b>	<b>35.02 %</b>
Health Insurance	4,500.00	6,000.00	1,500.00	25.00 %
<b>Total 6103 Employee Benefits</b>	<b>7,948.07</b>	<b>11,306.00</b>	<b>3,357.93</b>	<b>29.70 %</b>
6105 Ins - Disability		1,066.00	1,066.00	100.00 %
<b>Total 6100 Payroll Expenses</b>	<b>142,060.78</b>	<b>200,167.00</b>	<b>58,106.22</b>	<b>29.03 %</b>
6200 Library Materials				
6205 Books-J	3,839.46	5,000.00	1,160.54	23.21 %
6210 Books-A	5,443.15	8,000.00	2,556.85	31.96 %
6220 Serials	1,320.97	1,300.00	-20.97	-1.61 %
6230 Audio	710.46	1,500.00	789.54	52.64 %
6240 Equipment	387.00	2,000.00	1,613.00	80.65 %
6250 Digital Books	3,628.00	3,628.00	0.00	0.00 %
6260 DVD	896.22	2,000.00	1,103.78	55.19 %
6270 Video Games	440.63	1,200.00	759.37	63.28 %
6280 Adult Programming	1,565.20	2,500.00	934.80	37.39 %
6285 Childrens Programming	742.23	1,200.00	457.77	38.15 %
6290 STLS cost share	10,882.00	10,882.00	0.00	0.00 %
<b>Total 6200 Library Materials</b>	<b>29,855.32</b>	<b>39,210.00</b>	<b>9,354.68</b>	<b>23.86 %</b>
6202 Book Replacement	193.75		-193.75	
6300 Restricted Fund Spending	3,016.00		-3,016.00	
6305 Adult Programs	1,531.20		-1,531.20	
6310 Arts Grant Expense	4,453.16		-4,453.16	
6315 ALA Grant	51.96		-51.96	
6320 Friends Expense	4,519.38		-4,519.38	
6330 Manley Grant expense	31.49		-31.49	
6350 Wilday Grant	743.81		-743.81	
6355 STLS Outreach	1,185.96		-1,185.96	
6360 DFY Grant	787.05		-787.05	
6365 ARPA Grant	562.93		-562.93	
6368 Martin Grant	1,669.72		-1,669.72	
6370 Memorials & Gifts	3,990.97		-3,990.97	
6390 United Way Grant	4,418.58		-4,418.58	
<b>Total 6300 Restricted Fund Spending</b>	<b>26,962.21</b>		<b>-26,962.21</b>	
6410 Advertisement	240.87	300.00	59.13	19.71 %
6415 Bank fees	150.00	100.00	-50.00	-50.00 %
6420 Custodial supplies	475.25	800.00	324.75	40.59 %

# Cuba Circulating Library Association

## Budget vs. Actuals:

January - September, 2024

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
6425 Discretionary Fund	127.63	1,000.00	872.37	87.24 %
6430 Insurance				
Ins - Liability Insurance		966.00	966.00	100.00 %
Ins - Property	7,305.69	6,815.00	-490.69	-7.20 %
Ins - Workman's Comp	2,118.26	1,310.00	-808.26	-61.70 %
<b>Total 6430 Insurance</b>	<b>9,423.95</b>	<b>9,091.00</b>	<b>-332.95</b>	<b>-3.66 %</b>
6435 Interest Expense	8.51		-8.51	
6445 Library supplies	1,299.77	4,100.00	2,800.23	68.30 %
Library Equipment	310.71	1,200.00	889.29	74.11 %
<b>Total 6445 Library supplies</b>	<b>1,610.48</b>	<b>5,300.00</b>	<b>3,689.52</b>	<b>69.61 %</b>
6447 Membership	804.00	900.00	96.00	10.67 %
6450 Postage	392.30	300.00	-92.30	-30.77 %
6455 Processing Fee	608.64	800.00	191.36	23.92 %
6460 Personal Protection Supplies		500.00	500.00	100.00 %
6465 Repairs/Building & Grounds	7,545.77	8,000.00	454.23	5.68 %
6470 Services		99.00	99.00	100.00 %
Alarm System - Doyle	1,524.24	2,000.00	475.76	23.79 %
Argentieries	240.00	325.00	85.00	26.15 %
Attorney	785.50	4,000.00	3,214.50	80.36 %
Audit	2,850.00	2,850.00	0.00	0.00 %
Bookkeeper	6,075.00	8,500.00	2,425.00	28.53 %
Computer Tech	99.50		-99.50	
Copier Acme	1,174.96	2,000.00	825.04	41.25 %
Fire Extinguishers	50.00	56.00	6.00	10.71 %
Fire Place Clean		200.00	200.00	100.00 %
Gutters Cleaned		350.00	350.00	100.00 %
Hotspots	2,090.65	3,300.00	1,209.35	36.65 %
Patriot Microfilm	495.00	1,000.00	505.00	50.50 %
Rug Shampoos		420.00	420.00	100.00 %
Tax Filing (990)	800.00	800.00	0.00	0.00 %
Water Softener	460.45	500.00	39.55	7.91 %
Window Cleaner		450.00	450.00	100.00 %
<b>Total 6470 Services</b>	<b>16,645.30</b>	<b>26,850.00</b>	<b>10,204.70</b>	<b>38.01 %</b>
6480 Train/conference	838.10	2,000.00	1,161.90	58.10 %
6485 Travel	2,105.89	3,300.00	1,194.11	36.19 %
6490 Utilities				
Electric	4,550.37	7,000.00	2,449.63	34.99 %
Extended Broadband	900.00	1,800.00	900.00	50.00 %
Fuel	2,019.16	5,500.00	3,480.84	63.29 %
Phone	1,081.92	1,400.00	318.08	22.72 %
<b>Total 6490 Utilities</b>	<b>8,551.45</b>	<b>15,700.00</b>	<b>7,148.55</b>	<b>45.53 %</b>
<b>Total Expenditures</b>	<b>\$248,600.20</b>	<b>\$314,318.00</b>	<b>\$65,717.80</b>	<b>20.91 %</b>

# Cuba Circulating Library Association

## Budget vs. Actuals:

January - September, 2024

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
<b>NET OPERATING REVENUE</b>	<b>\$ -134,116.95</b>	<b>\$0.00</b>	<b>\$134,116.95</b>	<b>0.00%</b>
Other Expenditures				
Children's Area Remodel (Net)				
Children's Area Remodel Donations	-10,549.59		10,549.59	
Children's Area Remodel Expenses	55,591.26		-55,591.26	
Children's Area Remodel Funds	-13,800.00		13,800.00	
<b>Total Children's Area Remodel (Net)</b>	<b>31,241.67</b>		<b>-31,241.67</b>	
<b>Total Other Expenditures</b>	<b>\$31,241.67</b>	<b>\$0.00</b>	<b>\$ -31,241.67</b>	<b>0.00%</b>
<b>NET OTHER REVENUE</b>	<b>\$ -31,241.67</b>	<b>\$0.00</b>	<b>\$31,241.67</b>	<b>0.00%</b>
<b>NET REVENUE</b>	<b>\$ -165,358.62</b>	<b>\$0.00</b>	<b>\$165,358.62</b>	<b>0.00%</b>

# Cuba Circulating Library Association

## Statement of Activity

September 2024

	TOTAL	
	SEP 2024	SEP 2023 (PY)
<b>Revenue</b>		
4017 Memorials/Gifts	438.00	900.00
4019 Refunds/Reimb		985.99
4020 Meeting Room Fee	125.00	
4100 Other Income		
Arts	30.00	90.00
Book Replacement	21.00	12.00
Copies Income	203.05	137.65
Donation Box	18.00	35.00
Fines	32.00	12.00
Misc Income	45.50	6.75
<b>Total 4100 Other Income</b>	<b>349.55</b>	<b>293.40</b>
4200 Restricted Funds Revenue		
Arts Grant	4,310.00	
Friends	2,305.97	
<b>Total 4200 Restricted Funds Revenue</b>	<b>6,615.97</b>	
4500 Investment Income		
Dividend Income	3,336.75	2,660.10
Interest Income	45.36	0.01
Morgan Stanley		
Endowment Fund	10,000.00	
<b>Total Morgan Stanley</b>	<b>10,000.00</b>	
<b>Total 4500 Investment Income</b>	<b>13,382.11</b>	<b>2,660.11</b>
<b>Total Revenue</b>	<b>\$20,910.63</b>	<b>\$4,839.50</b>
<b>GROSS PROFIT</b>	<b>\$20,910.63</b>	<b>\$4,839.50</b>
<b>Expenditures</b>		
6100 Payroll Expenses		
6101 Wages	13,221.60	13,339.03
6102 Taxes	0.00	1,104.52
Payroll Tax	1,049.69	
SUTA	40.58	
<b>Total 6102 Taxes</b>	<b>1,090.27</b>	<b>1,104.52</b>
6103 Employee Benefits		
Company Contributions		
Retirement	357.74	383.77
<b>Total Company Contributions</b>	<b>357.74</b>	<b>383.77</b>
Health Insurance	500.00	
<b>Total 6103 Employee Benefits</b>	<b>857.74</b>	<b>383.77</b>
<b>Total 6100 Payroll Expenses</b>	<b>15,169.61</b>	<b>14,827.32</b>



# Cuba Circulating Library Association

## Statement of Activity

September 2024

	TOTAL	
	SEP 2024	SEP 2023 (PY)
6200 Library Materials		
6205 Books-J	455.38	510.05
6210 Books-A	754.05	625.00
6220 Serials	179.99	
6230 Audio	71.59	43.45
6260 DVD	205.16	
6280 Adult Programming	300.00	500.00
6285 Childrens Programming	119.92	
<b>Total 6200 Library Materials</b>	<b>2,086.09</b>	<b>1,678.50</b>
6202 Book Replacement	21.07	
6300 Restricted Fund Spending		
6305 Adult Programs	404.90	
6310 Arts Grant Expense	378.00	
6320 Friends Expense		477.25
6345 Lions Club Grant		28.79
6350 Wilday Grant	105.39	
6365 ARPA Grant		931.00
6368 Martin Grant	44.47	
6370 Memorials & Gifts	262.25	430.35
6390 United Way Grant	159.29	30.77
<b>Total 6300 Restricted Fund Spending</b>	<b>1,354.30</b>	<b>1,898.16</b>
6410 Advertisement	101.20	
6425 Discretionary Fund	54.90	
6435 Interest Expense	0.88	
6445 Library supplies	19.70	
6450 Postage	4.40	
6455 Processing Fee	73.26	125.05
6465 Repairs/Building & Grounds	2,710.02	
6470 Services		
Argentieries	24.00	48.00
Attorney		450.00
Bookkeeper	675.00	1,350.00
Copier Acme	148.61	317.90
Hotspots	159.41	394.80
Water Softener	124.35	
<b>Total 6470 Services</b>	<b>1,131.37</b>	<b>2,560.70</b>
6480 Train/conference	431.10	
6485 Travel	26.80	79.37

# Cuba Circulating Library Association

## Statement of Activity

September 2024

	TOTAL	
	SEP 2024	SEP 2023 (PY)
6490 Utilities		
Electric	669.72	
Extended Broadband		450.00
Fuel	232.00	176.00
Phone	142.89	
<b>Total 6490 Utilities</b>	<b>1,044.61</b>	<b>626.00</b>
<b>Total Expenditures</b>	<b>\$24,229.31</b>	<b>\$21,795.10</b>
NET OPERATING REVENUE	<b>\$ -3,318.68</b>	<b>\$ -16,955.60</b>
Other Expenditures		
Children's Area Remodel (Net)		
Children's Area Remodel Donations	-449.59	
<b>Total Children's Area Remodel (Net)</b>	<b>-449.59</b>	
<b>Total Other Expenditures</b>	<b>\$ -449.59</b>	<b>\$0.00</b>
NET OTHER REVENUE	<b>\$449.59</b>	<b>\$0.00</b>
NET REVENUE	<b>\$ -2,869.09</b>	<b>\$ -16,955.60</b>

# Cuba Circulating Library Association

## Statement of Financial Position

As of September 30, 2024

	TOTAL	
	AS OF SEP 30, 2024	AS OF SEP 30, 2023 (PY)
<b>ASSETS</b>		
Current Assets		
Bank Accounts		
1020 Five Star	21,892.69	10,886.21
1090 Savings	6,289.49	46,397.32
<b>Total Bank Accounts</b>	<b>\$28,182.18</b>	<b>\$57,283.53</b>
Accounts Receivable		
1500 Bequest receivable	0.00	0.00
<b>Total Accounts Receivable</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other Current Assets		
1300 Investments - cash	0.00	0.00
1303 Endowment Investment	0.00	0.00
American Balanced A	30,921.57	24,933.05
American Cap Inc Builder A	98,471.85	78,459.04
American Cap World Growth & Inc	64,645.35	52,039.03
American Fundamental Inv A	49,672.66	40,020.61
American Funds Mortgage A	21,085.26	20,296.45
American Global Balanced A	90,485.44	76,345.21
American Inc Fd of America A	93,501.78	77,644.77
American Intm Bd Fd of Amer A	17,261.05	14,186.01
American Inv Co of Amer A	22,558.87	17,876.48
American Short-Term Bond A	20,936.91	20,178.96
American WA Mutual A	103,059.19	79,061.07
Cash, BDP, and Money Market Fds	13.48	1,289.75
Savings	5,424.22	
Stocks	1,034.79	803.86
Unrealized Gain/Loss	162,158.88	31,296.75
<b>Total 1303 Endowment Investment</b>	<b>781,231.30</b>	<b>534,431.04</b>
1306 Adams Mem Book Fund Investment	0.00	0.00
American Cap Inc Builder A	6,305.79	6,048.64
American Inc Fd of America A	7,105.35	6,831.79
Cash, BDP, and Money Market Fds	-103.39	0.66
Unrealized Gain/Loss	3,335.32	680.25
<b>Total 1306 Adams Mem Book Fund Investment</b>	<b>16,643.07</b>	<b>13,561.34</b>
1400 Prepaid Fee	0.00	0.00
Repayment		
Christmas Gift Card	0.00	
Travel Reimbursement	0.00	0.00
<b>Total Repayment</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Other Current Assets</b>	<b>\$797,874.37</b>	<b>\$547,992.38</b>

# Cuba Circulating Library Association

## Statement of Financial Position

As of September 30, 2024

	TOTAL	
	AS OF SEP 30, 2024	AS OF SEP 30, 2023 (PY)
<b>Total Current Assets</b>	<b>\$826,056.55</b>	<b>\$605,275.91</b>
Fixed Assets		
1520 Building and equipment	996,558.04	772,387.53
Elevator Replacement	41,645.00	41,645.00
<b>Total 1520 Building and equipment</b>	<b>1,038,203.04</b>	<b>814,032.53</b>
1525 A/D Building and equipment	-502,731.47	-481,329.47
1526 Capital Improvement	0.00	0.00
1530 Furniture and Fixtures	117,419.00	117,419.00
1535 A/D Furniture and Fixtures	-114,119.20	-110,752.20
Land	46,763.00	46,763.00
<b>Total Fixed Assets</b>	<b>\$585,534.37</b>	<b>\$386,132.86</b>
Other Assets		
1000 Friends Cash	0.00	0.00
<b>Total Other Assets</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL ASSETS</b>	<b>\$1,411,590.92</b>	<b>\$991,408.77</b>
<b>LIABILITIES AND EQUITY</b>		
Liabilities		
Current Liabilities		
Accounts Payable		
2001 Accounts Payable	675.00	675.00
<b>Total Accounts Payable</b>	<b>\$675.00</b>	<b>\$675.00</b>
Credit Cards		
5662 Bank Of America	0.00	0.00
<b>Total Credit Cards</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other Current Liabilities		
2100 Payroll Liabilities	0.00	0.00
American Funds	1,426.34	383.14
Federal Taxes (941/944)	0.00	0.00
NYS Employment Taxes	140.89	240.26
NYS Income Tax	0.00	0.00
NYS Taxes	0.00	0.00
Payroll Liability	0.00	0.00
Payroll Tax Federal	0.00	0.00
<b>Total 2100 Payroll Liabilities</b>	<b>1,567.23</b>	<b>623.40</b>
Direct Deposit Payable	0.00	0.00
PPE Currant Liability	0.00	0.00
<b>Total Other Current Liabilities</b>	<b>\$1,567.23</b>	<b>\$623.40</b>
<b>Total Current Liabilities</b>	<b>\$2,242.23</b>	<b>\$1,298.40</b>
<b>Total Liabilities</b>	<b>\$2,242.23</b>	<b>\$1,298.40</b>

# Cuba Circulating Library Association

## Statement of Financial Position

As of September 30, 2024

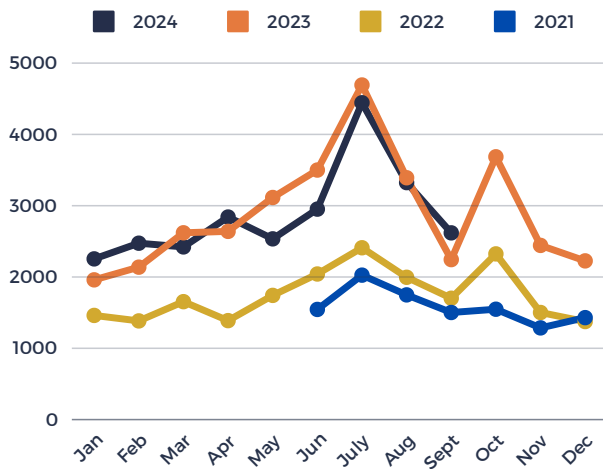
	TOTAL	
	AS OF SEP 30, 2024	AS OF SEP 30, 2023 (PY)
Equity		
3000 Opening Bal Equity	0.00	0.00
3500 Unrealized Gain/Loss on Inv	94,246.22	-39,501.90
3550 Realized Gain/Loss Equity	11,222.71	44,573.71
3800 Restricted Fund	54,609.08	-29,140.00
3900 Fund Balance	1,424,629.30	1,082,989.15
Net Revenue	-175,358.62	-68,810.59
<b>Total Equity</b>	<b>\$1,409,348.69</b>	<b>\$990,110.37</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$1,411,590.92</b>	<b>\$991,408.77</b>

# Cuba Circulating Library

SEPT 2024 DIRECTOR'S REPORT



## Patron Visits



## PATRON NUMBERS

For the month of September we entered **27** new library cards. September is New Library Card Sign Up Month. Through our promotions, we increased sign ups this month from last month by 42%. We also allowed people to replace lost cards this month for free.

**22**

Onsite Programs

**250**

Programs Attendees

**5**

Outreach Visits

**95**

Outreach Attendees

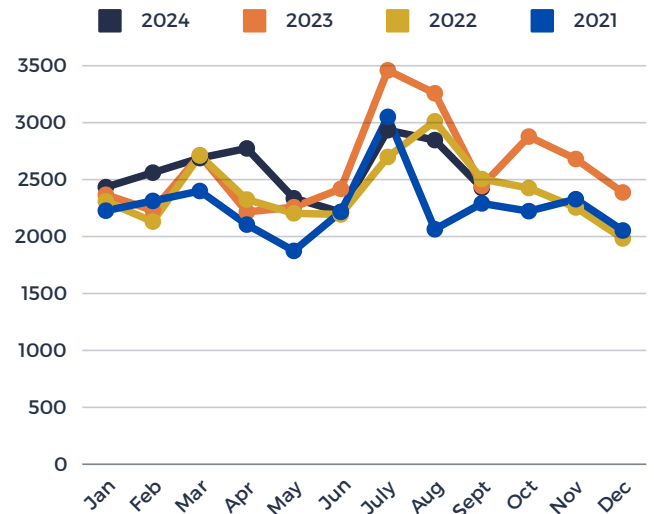
## CHECKOUTS

Our circulation numbers for September were almost equal to last year, with a decrease of only 17. Patron visits were up by 16% from 2023.

## THANK YOU, FRIENDS OF THE CUBA LIBRARY, INC.

Our kitchen has a new look, thanks to a generous donation from Friends of the Cuba Library. We have a new stainless steel refrigerator and stove, as well as a new faucet. We sincerely appreciate the Friends' work and dedication on behalf of our library. The old stove and refrigerator were sold for \$100.

## Circulation



**2847**

Items checked out in August

**633**

eBooks checked out in August

**101**

Public computer sessions in August

**399**

Holds filled in August

**972**

Visits to website in August

**2426**

Items checked out in September

**662**

eBooks checked out in September

**127**

Public computer sessions in September

**348**

Holds filled in September

**927**

Visits to website in September

## Cuba Poetry Society

Two women, Lena E. Todd and Mildred H. Sisson, founded the Cuba Poetry Society in 1932. It grew to about 40 members in the 1940s, mostly in Allegany and Cattaraugus counties but including a few far-flung members across the country.

22 published pamphlets of poetry and one printed speech from a radio program with notes have been digitized and are now available on [nyheritage.org](http://nyheritage.org). This project is part of technology and digitization grant from the South Central Regional Library Council.

## Staff Development Day

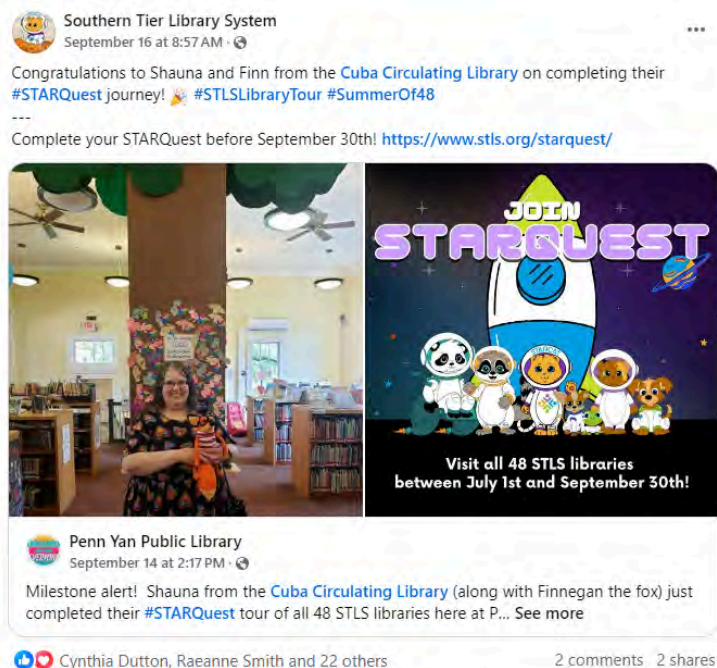
On Sept. 24 we held our annual staff development day. We started off the day with a game of Oregon Trail (three of us made it to Oregon!) and followed up with a webinar on Demystifying Misinformation. Linda Botens came and trained staff in Narcan administration and opioid overdose first aid.

## Phase 2 Construction

We held our pre-construction meeting with Edge and Duggan & Duggan on Sept. 30. The initial start date for construction has been set for Oct. 28 with a substantial completion date of Jan. 27.



Felted mushrooms created in Sept. 19 class.



Shauna deserves recognition for the extra mile she went this summer to complete STLS's StarQuest challenge. She visited all 48 libraries in the system, also using her journey as a promotional tool for our library. Our mascot, Finnigan the Fox, accompanied her to each library. Shauna took pictures of the naughty antics Finn got up to at each library, which she then posted on our social media pages. She tagged the individual libraries' pages, driving even more traffic to our page. This was a huge undertaking on her part, and we sincerely appreciate the extra work she did to promote the Cuba Library as part of her StarQuest journey.

## Service Activities

Much of my time in the month of September has been spent on service activities. I was very involved with the Garlic Festival, and can attest that over 8,400 people came through the gates. I also had the opportunity to train another library director for six hours this month. He came to our library and shadowed me, as well as spent some time learning from Shauna and Cherilyn. Brian Hildreth has asked to share the training materials I created with the rest of the directors in the library system.

## Upcoming Adult Programs

- Oct. 7 @ 6: 00 Creepy Dolls with Shauna
- Oct. 12 @ 12:00 Seed Bead Rope Jewelry with Fileve Palmer
- Oct. 15 @ 5:30 Movie: On the Basis of Sex with LWV
- Oct. 23 @ 6:30 Suminagashi: Japanese Paper Marbling with Susan Doran
- Nov. 2 @ 1:00 Artist Reception: Sallie Miller

## **Youth Services Monthly Report: September 2024**

### **Storytimes/After School**

Storytimes will resume in October. I spent time this month preparing for storytimes and other programs. The 3rd through 5th group filled up within 2 days of opening registration. K-2nd has a few spaces left. Both younger children storytimes have space available.

### **Teens/Tweens**

The first session of the high school book club took place on 9/25. We have 14 students signed up. The book for October is Tell Me What Really Happened by Chelsea Sedoti. We had cookies and milk and got to know each other a little bit.

### **Outreach**

Mrs. Bump's kindergarten came for their first monthly visit this school year. Because of weather, I visited both Pre-K classrooms on 9/25. I also got to participate in a fire drill. I will be meeting monthly with the CRE After School program, here as much as possible but there when the weather is uncooperative. I went to them for the first time on 9/25. The BOCES coordinator with whom I worked on summer BOCES visits reached out as a few of her teachers are interested in regular visits. I also scheduled monthly visits with Head Start and Early Head Start.

### **Other**

We had the Library Card Sign Up Party.

Smokey Bear came to visit. I also read two stories with the group as Smokey had some difficulty with his costume.

### **Upcoming Programs**

10/01 and 10/03 Storytimes and After School Programs resume on every Tues/Thurs

10/03 Fourth Grade Visit

10/08 Creepy Dolls for 10-18 year olds (Shauna)

10/09 Kindergarten Visit

10/09 HS Book Club

10/10 Teen Crochet Creatures

10/16 Bolivar Richburg Library Club Visit

10/16 International Snackers (Tina)

10/23 HS Book Club

10/25 CRE Fall Fest

10/30 Pre-K Visits

10/30 CRE After School

10/30 School-o-ween (Colleen)



## **Maintenance Report 9/1/24 - 10/1/24**

1. Mowed and Trimmed as needed
2. Unclogged men's urinal. adjusted water flow.
3. Removed old refrigerator and stove for new ones.
4. Replaced sink Faucet with new one in Community room.
5. Replaced batteries in Handicap Remote open buttons for doors
6. Brought flower urn in to boiler room for the season



Nick Shembeda Plumbing and HVAC  
 (Shembeda Plumbing and Heating, LLC)  
 1201 Route 16 South  
 Olean, NY 14760  
 Ph. 716-790-8975

Estimate 39725474  
 Job 39670042  
 Estimate Date 10/10/2024  
 Customer PO

**Billing Address**

Cuba Library  
 39 East Main Street  
 Cuba, NY 14727 USA

**Job Address**

Cuba Library  
 39 East Main Street  
 Cuba, NY 14727 USA

**Estimate Details**

Bubbler System(Front and Rear) with (3)Battery Backup Pumps: We will excavate from existing sump discharge and gutter downspouts at front of building to curb. We will install new 4" Bubbler system from building to curb with three new receivers for two existing downspouts and one sump pump discharge. We will install Bubbler discharge at curb with new stone bed to road drain. We will excavate from existing sump discharge and gutter downspouts in rear of building to curb. We will install new 4" Bubbler system from building to curb with five new receivers for existing downspouts and one sump pump discharge. We will install Bubbler discharge at curb with new stone bed to road drain. We will bed piping with stone and backfill to rough grade for settling purposes. We are not responsible for landscaping, lawn restoration or private utilities. We are not responsible for concrete repairs to sidewalk if needed.

\*\*\*Wi-Fi Controller Available for additional \$450 per pump\*\*\*  
 Wi-Fi controller will alert property owner when power outages occur or backup pumps engage.

(Payment Plans available through Hearth Financing, apply online on our website)

- \*\*Capitol Improvement
- \*\*5 Year Pump Warranty
- \*\*10 Year Warranty on Bubbler

Service #	Description	Quantity
SDI-001	Excavation and installation of SCH3035 solid conductor piping up to 50ft. Includes stone and rough grade backfill. Asphalt/concrete removal not included. 10 year warranty.	1.00
SDI-001A	Additional SDR piping per foot	161.00
Custom1	Please Enter a Description Here	1.00
SPI-BACKUP	Pro Series 2400 Battery Backup Installation of Pro Series 2400 battery backup system with pump, module controller, alarm and maintenance free battery. Check valve and up to 10ft of PVC discharge included. 3 year warranty.	3.00
<b>Member Savings</b>		\$2,003.44
<b>Sub-Total</b>		\$18,031.00
<b>Tax</b>		\$0.00
<b>Total</b>		<u>\$18,031.00</u>

Thank You for Using Nick Shembeda Plumbing and HVAC! Your Pipeline to Peace of Mind

I hereby authorize the work described in this estimate to be completed at the agreed upon rate of \$18,031.00.



Nick Shembeda Plumbing and HVAC  
(Shembeda Plumbing and Heating, LLC)  
1201 Route 16 South  
Olean, NY 14760  
Ph. 716-790-8975

Estimate 39727900  
Job 39670042  
Estimate Date 10/10/2024  
Customer PO

**Billing Address**

Cuba Library  
39 East Main Street  
Cuba, NY 14727 USA

**Job Address**

Cuba Library  
39 East Main Street  
Cuba, NY 14727 USA

**Estimate Details**

Bubbler System(Front and Rear): We will excavate from existing sump discharge and gutter downspouts at front of building to curb. We will install new 4" Bubbler system from building to curb with three new receivers for two existing downspouts and one sump pump discharge. We will install Bubbler discharge at curb with new stone bed to road drain. We will excavate from existing sump discharge and gutter downspouts in rear of building to curb. We will install new 4" Bubbler system from building to curb with five new receivers for existing downspouts and one sump pump discharge. We will install Bubbler discharge at curb with new stone bed to road drain. We will bed piping with stone and backfill to rough grade for settling purposes. We are not responsible for landscaping, lawn restoration or private utilities. We are not responsible for concrete repairs to sidewalk if needed.

(Payment Plans available through Hearth Financing, apply online on our website)

\*\*Capitol Improvement  
\*\* 10 Year Warranty on Bubbler

Service #	Description	Quantity
SDI-001	Excavation and installation of SCH3035 solid conductor piping up to 50ft. Includes stone and rough grade backfill. Asphalt/concrete removal not included. 10 year warranty.	1.00
SDI-001A	Additional SDR piping per foot	161.00
Custom1	Please Enter a Description Here	1.00
<b>Member Savings</b>		\$1,268.44
<b>Sub-Total</b>		\$11,416.00
<b>Tax</b>		\$0.00
<b>Total</b>		<u>\$11,416.00</u>

Thank You for Using Nick Shembeda Plumbing and HVAC! Your Pipeline to Peace of Mind

I hereby authorize the work described in this estimate to be completed at the agreed upon rate of \$11,416.00.



Nick Shembeda Plumbing and HVAC  
(Shembeda Plumbing and Heating, LLC)  
1201 Route 16 South  
Olean, NY 14760  
Ph. 716-790-8975

Estimate 39725860  
Job 39670042  
Estimate Date 10/10/2024  
Customer PO

**Billing Address**

Cuba Library  
39 East Main Street  
Cuba, NY 14727 USA

**Job Address**

Cuba Library  
39 East Main Street  
Cuba, NY 14727 USA

**Estimate Details**

Bubbler System(Front): We will excavate from existing sump discharge and gutter downspouts at building to curb. We will install new 4" Bubbler system from building to curb with three new receivers for two existing downspouts and one sump pump discharge. We will install Bubbler discharge at curb with new stone bed to road drain. We will bed piping with stone and backfill to rough grade for settling purposes. We are not responsible for landscaping, lawn restoration or private utilities. We are not responsible for concrete repairs to sidewalk if needed.

(Payment Plans available through Hearth Financing, apply online on our website)

\*\*Capitol Improvement  
\*\*10 Year Warranty on Bubbler

Service #	Description	Quantity
SDI-001	Excavation and installation of SCH3035 solid conductor piping up to 50ft. Includes stone and rough grade backfill. Asphalt/concrete removal not included. 10 year warranty.	1.00
SDI-001A	Additional SDR piping per foot	16.00
Custom1	Please Enter a Description Here	1.00
<b>Member Savings</b>		\$527.33
<b>Sub-Total</b>		\$4,746.00
<b>Tax</b>		\$0.00
<b>Total</b>		<u>\$4,746.00</u>

Thank You for Using Nick Shembeda Plumbing and HVAC! Your Pipeline to Peace of Mind

I hereby authorize the work described in this estimate to be completed at the agreed upon rate of \$4,746.00.



Nick Shembeda Plumbing and HVAC  
(Shembeda Plumbing and Heating, LLC)  
1201 Route 16 South  
Olean, NY 14760  
Ph. 716-790-8975

Estimate 39726750  
Job 39670042  
Estimate Date 10/10/2024  
Customer PO

**Billing Address**

Cuba Library  
39 East Main Street  
Cuba, NY 14727 USA

**Job Address**

Cuba Library  
39 East Main Street  
Cuba, NY 14727 USA

**Estimate Details**

Bubbler System(Rear): We will excavate from existing sump discharge and gutter downspouts in rear of building to curb. We will install new 4" Bubbler system from building to curb with five new receivers for existing downspouts and one sump pump discharge. We will install Bubbler discharge at curb with new stone bed to road drain. We will bed piping with stone and backfill to rough grade for settling purposes. We are not responsible for landscaping, lawn restoration or private utilities. We are not responsible for concrete repairs to sidewalk if needed.

(Payment Plans available through Hearth Financing, apply online on our website)

\*\*Capitol Improvement  
\*\*10 Year Warranty on Bubbler

Service #	Description	Quantity
SDI-001	Excavation and installation of SCH3035 solid conductor piping up to 50ft. Includes stone and rough grade backfill. Asphalt/concrete removal not included. 10 year warranty.	1.00
SDI-001A	Additional SDR piping per foot	95.00
Custom1	Please Enter a Description Here	1.00
<b>Member Savings</b>		\$1,004.44
<b>Sub-Total</b>		\$9,040.00
<b>Tax</b>		\$0.00
<b>Total</b>		<u>\$9,040.00</u>

Thank You for Using Nick Shembeda Plumbing and HVAC! Your Pipeline to Peace of Mind

I hereby authorize the work described in this estimate to be completed at the agreed upon rate of \$9,040.00.



Nick Shembeda Plumbing and HVAC  
(Shembeda Plumbing and Heating, LLC)  
1201 Route 16 South  
Olean, NY 14760  
Ph. 716-790-8975

Estimate 39723834  
Job 39670042  
Estimate Date 10/10/2024  
Customer PO

**Billing Address**

Cuba Library  
39 East Main Street  
Cuba, NY 14727 USA

**Job Address**

Cuba Library  
39 East Main Street  
Cuba, NY 14727 USA

**Estimate Details**

Pro Series Battery Backup System(3): We will install three new Pro Series Battery Backup pump systems to three existing sump pump systems in basement with new quiet check valve and PVC discharge to outside. Installation includes pump, module controller with alarm and maintenance free battery.

\*\*\*Wi-Fi Controller Available for additional \$450 per pump\*\*\*

Wi-Fi controller will alert property owner when power outages occur or backup pumps engage.

\*\*Capitol Improvement

\*\*5 Year Pump Warranty

Service #	Description	Quantity
SPI-BACKUP	Pro Series 2400 Battery Backup Installation of Pro Series 2400 battery backup system with pump, module controller, alarm and maintenance free battery. Check valve and up to 10ft of PVC discharge included. 3 year warranty.	3.00
	<b>Member Savings</b>	\$735.00
	<b>Sub-Total</b>	\$6,615.00
	<b>Tax</b>	\$0.00
	<b>Total</b>	<u>\$6,615.00</u>

Thank You for Using Nick Shembeda Plumbing and HVAC! Your Pipeline to Peace of Mind

I hereby authorize the work described in this estimate to be completed at the agreed upon rate of \$6,615.00.

## Cuba Circulating Library

### SAFETY POLICY

**PURPOSE:** CubaCirculating Library is committed to providing a healthy and safe work environment for its employees and preventing occupational illness and injury. The Safety Policy of Cuba Circulating Library is designed to comply with the Standards of the Occupational Safety and Health Administration, and to endeavor to maintain a safe and injury/illness free workplace, as well as a safe place for patrons.

Compliance with the following Safety Policy and all items contained therein is mandatory for all employees of the library. The authorization and responsibility for enforcement has been given primarily to the Library Director. The Youth Services Coordinator shares this responsibility as well.

**POLICY:** It is library policy that accident prevention be a prime concern of all employees. This includes the safety and well-being of our employees and patrons, and the prevention of damage to property and equipment.

Firearms, alcoholic beverages, **marijuana**, or illegal drugs are not allowed on library property at any time. The use or possession of illegal drugs, **marijuana**, or alcoholic beverages by employees on the jobsite will result in immediate termination.

This Safety Policy applies to all employees of Cuba Circulating Library. The safety rules also apply to subcontractors and anyone who is on a library project site. Every employee must comply with the Safety Policy and OSHA Health and Safety Standards.

#### Reporting of Injuries

All employees will be held accountable for filling out an **Incident** Report (see attached) immediately after an injury occurs, even if medical treatment is not required. Notice must be made at or near the time of the injury and on the same day as the injury. Employees must report their injury to the Library Director. A casual mention of the injury is not sufficient. Failure to report an injury immediately is a violation of the Safety Policy and may lead to employee disciplinary action.

Contact information for witnesses shall be taken at the time of the incident. Photographs of the area where the incident occurred, and of any other relevant items, are to be taken. The completed accident report form will be sent to the property insurance company and shared with the library Board of Trustees at the Director's discretion.

App: Dec. 14, 2020

Rev: Oct. 21, 2024

## Cuba Circulating Library

### OPIOID OVERDOSE PREVENTION PROGRAM

**PURPOSE:** To combat the continuing rise in opioid related deaths in New York state and potentially save a life.

**POLICY:** Cuba Circulating Library has instituted an Opioid Overdose Prevention Program Policy. Cuba Circulating Library will partner with Southern Tier Health Care Systems, Inc., and will adhere to all requirements stipulated by the partner organization. To combat the continuing rise in opioid related deaths in New York state, laws were recently amended to allow New York state's public libraries to participate in opioid overdose prevention programs by partnering with a NYSDOH Registered Opioid Overdose Prevention Program operated by another organization. Public libraries that choose to participate and act reasonably and in good faith, shall not be subject to criminal, civil or administrative liability solely by administering naloxone, and may maintain IN naloxone on-site in adequate supplies. Choosing to participate permits employees who volunteer, and volunteer workers, to be trained in accordance with public health laws to administer IN naloxone without liability.

An incident report must be filled out following the administration of naloxone. Any required forms should be completed and sent to the library's naloxone supplier.

#### Applicable New York State Laws

- **Education Law §922 & Commissioner's Regulations §136.8**: permits school districts, boards of education, charter schools, non-public schools, and public libraries to participate in opioid overdose prevention programs.
- **Public Health Law §3309 and its implementing regulation (10NYCR §80.138)**: establishes opioid overdose prevention programs which allow trained individuals to administer naloxone. Under this law and regulations, administration of naloxone shall be considered first aid or emergency treatment for purposes of any statute relating to liability.

App: Dec. 14, 2020

●



Rev. Oct. 21, 2024

**CUBA CIRCULATING LIBRARY INCIDENT REPORT**

Date: \_\_\_\_\_

Time of incident: \_\_\_\_\_

Place of incident: \_\_\_\_\_  
\_\_\_\_\_

Name of injured party: \_\_\_\_\_

Address of injured party: \_\_\_\_\_  
\_\_\_\_\_

Telephone (Home): \_\_\_\_\_ (Business): \_\_\_\_\_

Witnesses:

Name of Witness: \_\_\_\_\_

Address of witness: \_\_\_\_\_  
\_\_\_\_\_

Telephone (Home): \_\_\_\_\_ (Business): \_\_\_\_\_

Name of Witness: \_\_\_\_\_

Address of witness: \_\_\_\_\_  
\_\_\_\_\_

Telephone (Home): \_\_\_\_\_ (Business): \_\_\_\_\_

Detailed description of incident:

Action taken by staff: \_\_\_\_\_

Report submitted by: OB \_\_\_\_\_

The statements on this report are true to the best of my knowledge:

\_\_\_\_\_

*(Signature of incident victim)*

*Keep one copy. Send a second copy to the insurance agent.*

App: Dec. 14, 2020

Rev: Oct. 21, 2024



# AIA® Document A105® – 2017

## Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 23rd day of September in the year 2024  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Cuba Circulating Library  
39 E. Main Street  
Cuba, NY 14727

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Contractor:  
(Name, legal status, address and other information)

Duggan & Duggan General Contractor  
3113 North 7<sup>th</sup> Street  
Allegany, NY 14706

for the following Project:  
(Name, location and detailed description)

Cuba Circulating Library, Children/Teen Area Renovation, Phase 2  
39 E. Main Street  
Cuba, NY 14727

The Architect:  
(Name, legal status, address and other information)

Edge Architecture PLLC  
277 Alexander Street, Suite 407  
Rochester, NY 14607

The Owner and Contractor agree as follows.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated August 12<sup>th</sup>, 2024, and enumerated as follows:

Drawings:

Number	Title	Date
<u>T-001</u>	<u>Titlesheet</u>	
<u>A-101.2</u>	<u>Demolition Plan-First Floor Phase II</u>	
<u>A-201.2</u>	<u>First Floor Plan-Phase II</u>	
<u>A-203.2</u>	<u>First Floor Finish Plan-Phase II</u>	
<u>A-301.2</u>	<u>Millwork-Plan, Elevations &amp; Sections – Phase II</u>	
<u>A-302.2</u>	<u>Artificial Tree Shop Drawings – Reference Only</u>	

Init.

Specifications:

Section	Title	Pages
	<u>Project Manual, dated August 12<sup>th</sup>, 2024</u>	<u>15</u>
.3	addenda prepared by the Architect as follows:	
	<b>Number</b>	<b>Date</b>
	<u>1</u>	<u>August 30<sup>th</sup>, 2024</u>
.4	written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and	<b>Pages</b>
		<u>2</u>
.5	other documents, if any, identified as follows:	

Duggan & Duggan General Contractors Form of Proposal dated 9/9/2024

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

**§ 2.2 Date of Commencement:**

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement. *(Insert the date of commencement if other than the date of this Agreement.)*

**§ 2.3 Substantial Completion:**

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work: *(Check the appropriate box and complete the necessary information.)*

Not later than ( ) calendar days from the date of commencement.

By the following date: January 27, 2025

**ARTICLE 3 CONTRACT SUM**

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

One hundred forty one thousand dollars (\$ 141,000 )

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: *(Itemize the Contract Sum among the major portions of the Work.)*

Reference Contractor's Schedule of Values

Portion of the Work	Value
---------------------	-------

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

*(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

Alternate 1 for six thousand five hundred dollars (\$6,500)

Alternate 2 for eight thousand dollars (\$8,000)

Init.

Alternate 3 for eighteen thousand dollars (\$18,000)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:  
(Identify each allowance.)

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

#### ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:  
(Insert below timing for payments and provisions for withholding retainage, if any.)

The contractor shall submit a draft application by the end of each month for the architects review. The contractor shall submit final pay applications by the 10<sup>th</sup> day of the month. Payments will be made within 30 days of receipt of the approved pay application.

Retainage: Contractor shall withhold 5% retainage with each application.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.  
(Insert rate of interest agreed upon, if any.)

%

#### ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than one-million (\$ 1M ) each occurrence, two-million (\$ 2M ) general aggregate, and two-million (\$ 2M ) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one-million (\$ 1M ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than one-hundred-thousand (\$ 100,000 ) each accident, one-hundred-thousand (\$ 100,000 ) each employee, and five-hundred-thousand (\$ 500,000 ) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

Init.

AIA Document A105 – 2017. Copyright © 1993, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:16:31 ET on 10/08/2024 under Order No.3104239157 which expires on 02/10/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@alacontracts.com.

User Notes:

(1819623794)

**§ 5.1.7 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits
<u>Umbrella Policy</u>	<u>\$2M</u>

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

**ARTICLE 6 GENERAL PROVISIONS**

**§ 6.1 The Contract**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

**§ 6.2 The Work**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

**§ 6.3 Intent**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

**§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents**

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

**§ 6.5 Electronic Notice**

Written notice under this Agreement may be given by one party to the other by email as set forth below.

*(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

**ARTICLE 7 OWNER**

**§ 7.1 Information and Services Required of the Owner**

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

Init.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

**§ 7.2 Owner's Right to Stop the Work**

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

**§ 7.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

**§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts**

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

**ARTICLE 8 CONTRACTOR**

**§ 8.1 Review of Contract Documents and Field Conditions by Contractor**

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

**§ 8.2 Contractor's Construction Schedule**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

**§ 8.3 Supervision and Construction Procedures**

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

**§ 8.4 Labor and Materials**

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

Init.

/



§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

#### § 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

#### § 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

#### § 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

#### § 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

#### § 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

#### § 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

#### § 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

#### § 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

## ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

## ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

## ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

Init.  
/

## ARTICLE 12 PAYMENTS AND COMPLETION

### § 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

### § 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

### § 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

### § 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

Init.

**§ 12.6 Final Completion and Final Payment**

**§ 12.6.1** Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

**§ 12.6.2** Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

**§ 12.6.3** Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

**ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

**ARTICLE 14 CORRECTION OF WORK**

**§ 14.1** The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

**§ 14.2** In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

**§ 14.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

**ARTICLE 15 MISCELLANEOUS PROVISIONS**

**§ 15.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

**§ 15.2 Tests and Inspections**

**§ 15.2.1** At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

**§ 15.2.2** If the Architect requires additional testing, the Contractor shall perform those tests.

**§ 15.2.3** The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 15.3 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

**ARTICLE 16 TERMINATION OF THE CONTRACT**

**§ 16.1 Termination by the Contractor**

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from

init.  
/

the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience



The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

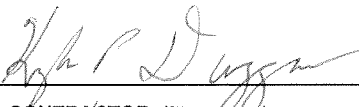
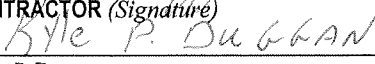
ARTICLE 17 OTHER TERMS AND CONDITIONS

*(Insert any other terms or conditions below.)*

This Agreement entered into as of the day and year first written above.

*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

  
 \_\_\_\_\_  
 OWNER (Signature)  
  
 \_\_\_\_\_  
 Faith Stewart  
 President, Board of Trustees  
 Cuba Circulating Library  
 (Printed name and title)

  
 \_\_\_\_\_  
 CONTRACTOR (Signature)  
  
 \_\_\_\_\_  
 Kyle P Duggan  
 President  
 Duggan and Duggan Contractors  
 (Printed name and title )  
 LICENSE NO.:  
 JURISDICTION:

## **Certification of Document's Authenticity**

*AIA® Document D401™ – 2003*

I, Allen Rossignol, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 16:16:31 ET on 10/08/2024 under Order No. 3104239157 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2017, Standard Short Form of Agreement Between Owner and Contractor, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

# Professional Library Lift Movers

9020 Willow Lane, St. John, IN 46373

Phone: (708)927-3624

September 23, 2024

Tina Dalton  
Cuba Circulating Public Library  
39 E. Main Street  
Cuba, NY 14727

Dear Ms. Dalton,

Thank you for contacting Professional Library Lift Movers regarding the project at the Cuba Circulating Public Library

Professional Library Lift Movers is owned and operated by myself. I've been in the library moving business for over 30 years. My background and expertise come from the family-owned business of Hallett Movers where I was employed for over 20 years. I continued my career for the next 10 years as a partner in the Innovative Moving Systems company. I know what it takes and have the experience to design, prepare and execute a smooth, successful, cost-effective library project.

Professional Library Lift Movers uses state-of-the-art lift equipment to move entire ranges of presently filled bookshelves in no time. We know that keeping books in the proper place during a moving project is a giant task. By using the stack moving equipment, books stay in the same order on the shelves, meaning all of the cataloging and alphabetizing stays intact.

The scope of the work follows:

- Remove and replace 13 double-face stacks to accommodate carpet removal & replacement
- Remove and replace 22 sections of single face shelving
- Remove and replace collections from the 22 section of single face shelving
- Move all office furniture and other miscellaneous furniture

Cost: \$17,506.20

We would welcome the opportunity to work with you on the project at the Cuba Circulating Public Library. Please feel free to give me a call if you need further information or have questions. I can be reached at 708-927-3624 or visit our web site at [www.proliftmovers.com](http://www.proliftmovers.com). Thank you for your consideration.

Sincerely,

*Scott Hallett*

Scott Hallett

2025 Cuba Library Budget

DISBURSEMENTS		Budget 2024	Budget 2025	RECEIPTS		Budget 2024	Budget 2025 (option a)	Budget 2025 (option b)	Budget 2025 (option c)
Payroll Expenses				School	\$ 237,098.00	\$ 246,217.00	\$ 294,545.00	\$ 327,422.00	
Gross Wages	\$	171,954.00	\$ 196,158.00	Local Lib. Services Aid	\$ 1,675.00	\$ 1,675.00	\$ 1,675.00	\$ 1,675.00	
Federal Tax-Employers	\$	13,471.00	\$ 15,241.00	Fines	\$ 200.00	\$ 250.00	\$ 250.00	\$ 250.00	
State Tax-Employers	\$	2,370.00	\$ 2,430.00	Copies	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	
Employee Benefits				Other	\$ 450.00	\$ -	\$ -	\$ -	
IRA Match	\$	5,306.00	\$ 5,466.00	Friends	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
Health Insurance	\$	6,000.00	\$ 6,000.00	Budget Carryover	\$ 32,694.00	\$ 47,854.00	\$ -	\$ -	
Library Materials				Meeting Room	\$ 950.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	
Books- Juvenile	\$	5,000.00	\$ 5,500.00	Endowment	\$ 33,351.00	\$ 33,351.00	\$ 32,877.00	\$ -	
Books- Adult	\$	8,000.00	\$ 8,500.00	Donation Box	\$ 800.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
Serials	\$	1,300.00	\$ 1,500.00	Adams Memorial	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	
Audiobooks	\$	1,500.00	\$ 800.00						
DVDs	\$	2,000.00	\$ 1,500.00						
STLS Digital Collection	\$	3,628.00	\$ 3,701.00	<b>Total</b>	\$ 314,318.00	\$ 341,547.00	\$ 341,547.00	\$ 341,547.00	
Video Games	\$	1,200.00	\$ 1,200.00						
Adult Programs	\$	2,500.00	\$ 2,500.00	<b>Non-Budget Income</b>					
Children's Programs	\$	1,200.00	\$ 1,500.00	SAM grant		\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	
STLS Cost Share	\$	10,882.00	\$ 11,099.00	Arts Grant	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	
Advertising and Publicity	\$	300.00	\$ 300.00	Memorials/Gifts	\$ 7,100.00	\$ 9,300.00	\$ 9,300.00	\$ 9,300.00	
Bank Fees	\$	100.00	\$ 250.00	Replacements	\$ 150.00	\$ 500.00	\$ 500.00	\$ 500.00	
Custodial Supplies	\$	800.00	\$ 900.00	Misc. Grants	\$ 1,500.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	
Discretionary/Misc	\$	1,000.00	\$ 1,000.00	United Way	\$ 7,400.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
Insurance				Manley Grant	\$ 3,700.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
Insurance - property	\$	6,815.00	\$ 7,306.00	NYS Construction Aid	\$ 128,638.00				
Insurance -Disability	\$	1,066.00	\$ 1,080.00	ARC Grant	\$ 209,275.00				
D&O Liability Insurance	\$	966.00	\$ 966.00	Other	\$ 1,500.00				
Workman's Comp	\$	1,310.00	\$ 2,125.00	<b>TOTAL</b>	\$ 364,263.00	\$ 116,800.00	\$ 116,800.00	\$ 116,800.00	
Library Supplies				<b>Service includes:</b>					
Library Supplies	\$	4,100.00	\$ 2,000.00	Acme copiers	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	
Computer Equipment & Services	\$	2,000.00	\$ 2,000.00	Fire Extinguishers	\$ 56.00	\$ 50.00	\$ 50.00	\$ 50.00	
Library Equipment	\$	1,200.00	\$ 1,200.00	Argentieri's	\$ 325.00	\$ 175.00	\$ 175.00	\$ 175.00	
Membership Fees	\$	900.00	\$ 1,000.00	Rug Shampoos	\$ 420.00	\$ -	\$ -	\$ -	
Postage	\$	300.00	\$ 500.00	Window Cleaner	\$ 450.00	\$ 500.00	\$ 500.00	\$ 500.00	
Processing of Books	\$	800.00	\$ 1,000.00	Water Softener	\$ 500.00	\$ 700.00	\$ 700.00	\$ 700.00	
PPE Supplies/Disaster	\$	500.00	\$ 500.00	Gutters cleaned	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	
Repairs/Bldg & Grnds	\$	8,000.00	\$ 9,000.00	Doyle Security	\$ 2,000.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	
Service/Service contracts	\$	24,000.00	\$ 22,125.00	Patriot Microfilm	\$ 1,000.00	\$ -	\$ -	\$ -	
Audit	\$	2,850.00	\$ 5,500.00	Hotspots	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	
Travel	\$	3,300.00	\$ 4,500.00	Accountant (file 990)	\$ 800.00	\$ 750.00	\$ 750.00	\$ 750.00	
Train/Conference	\$	2,000.00	\$ 2,000.00	Bookkeeper	\$ 8,500.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	
Utilities				Lawyer	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
Electric	\$	7,000.00	\$ 6,000.00	Fire Place Clean	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	
Extended Broadband	\$	1,800.00	\$ 1,800.00						
Fuel	\$	5,500.00	\$ 4,000.00						
Phone	\$	1,400.00	\$ 1,400.00						
<b>Total</b>	\$	<b>314,318.00</b>	\$ <b>341,547.00</b>		\$ 23,901.00	\$ 22,125.00	\$ 22,125.00	\$ 22,125.00	

**Option A:**

Does not

override the

taxcap.

**Option B:**

21.6% increase

requires taxcap

override.

**Option C:**

32% increase

requires taxcap

override.



Name	Position	2024	4% increase	Hours per week
Wagner, David	Maintenance Manager	18.14	\$ 0.73	3
Robinson, Colleen	Custodian/Library Assistant	16.10	\$ 0.64	24
Comes, Shauna	Senior Library Assistant	19.16	\$ 0.77	30
new employee	Library Page		\$ -	16
Riquelme, Maximo	Library Page	15.00	\$ 0.50	2
Stuck, Christian	Library Page	15.96	\$ 0.64	18
Rhodes, Janet	Senior Library Assistant	19.95	\$ 0.80	3
Wise, Cherilyn	Youth Services Coordinator	24.82	\$ 0.99	34
Dalton, Tina	Library Director	26.48	\$ 1.06	40

Name	Position	2024	5% increase	Hours per week
Wagner, David	Maintenance Manager	18.14	\$ 0.91	3
Robinson, Colleen	Custodian/Library Assistant	16.10	\$ 0.81	24
Comes, Shauna	Senior Library Assistant	19.16	\$ 0.96	30
new employee	Library Page		\$ -	16
Riquelme, Maximo	Library Page	15.00	\$ 0.50	2
Stuck, Christian	Library Page	15.96	\$ 0.80	18
Rhodes, Janet	Senior Library Assistant	19.95	\$ 1.00	3
Wise, Cherilyn	Youth Services Coordinator	24.82	\$ 1.24	34
Dalton, Tina	Library Director	26.48	\$ 1.32	40

Name	Position	2024	6% increase	Hours per week
Wagner, David	Maintenance Manager	18.14	\$ 1.09	3
Robinson, Colleen	Custodian/Library Assistant	16.10	\$ 0.97	24
Comes, Shauna	Senior Library Assistant	19.16	\$ 1.15	30
new employee	Library Page			16
Riquelme, Maximo	Library Page	15.00	\$ 0.50	2
Stuck, Christian	Library Page	15.96	\$ 0.96	18
Rhodes, Janet	Senior Library Assistant	19.95	\$ 1.20	3
Wise, Cherilyn	Youth Services Coordinator	24.82	\$ 1.49	34
Dalton, Tina	Library Director	26.48	\$ 1.59	40

Name	Position	2025	Rate of pay	Hours per week
New Employee	Library Page	15.50	\$ 15.50	16

Weeks	Annual Increase	FICA Tax 7.65%	Workers Comp .62%	Total Cost of 4% Increase
52	\$ 113.19	\$ 8.66	\$ 0.70	\$ 122.55
52	\$ 803.71	\$ 61.48	\$ 4.98	\$ 870.18
52	\$ 1,195.58	\$ 91.46	\$ 7.41	\$ 1,294.46
52	\$ -	\$ -	\$ -	\$ -
52	\$ 52.00	\$ 3.98	\$ 0.32	\$ 56.30
52	\$ 597.54	\$ 45.71	\$ 3.70	\$ 646.96
52	\$ 124.80	\$ 9.55	\$ 0.77	\$ 135.12
52	\$ 1,755.27	\$ 134.28	\$ 10.88	\$ 1,900.43
52	\$ 2,203.14	\$ 168.54	\$ 13.66	\$ 2,385.34
	\$ 6,845.24	\$ 523.66	\$ 42.44	\$ 7,411.34

Weeks	Annual Increase	FICA Tax 7.65%	Workers Comp .62%	Total Cost of 5% Increase
52	\$ 141.49	\$ 10.82	\$ 0.88	\$ 153.19
52	\$ 1,004.64	\$ 76.85	\$ 6.23	\$ 1,087.72
52	\$ 1,494.48	\$ 114.33	\$ 9.27	\$ 1,618.07
52	\$ -	\$ -	\$ -	\$ -
52	\$ 52.00	\$ 3.98	\$ 0.32	\$ 56.30
52	\$ 746.93	\$ 57.14	\$ 4.63	\$ 808.70
52	\$ 155.61	\$ 11.90	\$ 0.96	\$ 168.48
52	\$ 2,194.09	\$ 167.85	\$ 13.60	\$ 2,375.54
52	\$ 2,753.92	\$ 210.67	\$ 17.07	\$ 2,981.67

\$ 8,543.16 \$ 653.55 \$ 52.97 \$ 9,249.68 \$ 1,838.34

Weeks	Annual Increase	FICA Tax 7.65%	Workers Comp .62%	Total Cost of 6% Increase
52	\$ 169.79	\$ 12.99	\$ 1.05	\$ 183.83
52	\$ 1,205.57	\$ 92.23	\$ 7.47	\$ 1,305.27
52	\$ 1,793.38	\$ 137.19	\$ 11.12	\$ 1,941.69
52	\$ -	\$ -	\$ -	\$ -
52	\$ 52.00	\$ 3.98	\$ 0.32	\$ 56.30
52	\$ 896.31	\$ 68.57	\$ 5.56	\$ 970.44
52	\$ 186.73	\$ 14.28	\$ 1.16	\$ 202.17
52	\$ 2,632.91	\$ 201.42	\$ 16.32	\$ 2,850.65
52	\$ 3,304.70	\$ 252.81	\$ 20.49	\$ 3,578.00

\$ 10,241.39 \$ 783.47 \$ 63.50 \$ 11,088.35 \$ 3,677.01

Weeks	Annual Salary	FICA Tax 7.65%	Workers Comp .62%	Total cost of new employee
52	\$ 12,896.00	\$ 986.54	\$ 79.96	\$ 13,962.50

more than a 4%  
increase would cost

more than a 4%  
increase would cost

Phase 2 Budget

Disbursements		Receipts	
Library Movers	\$ 17,506.00	NYS Construction Aid	\$ 194,810.00
Tree Artist: Janice Davis	\$ 50,000.00	SAM Grant	\$ 75,000.00
Tree Fabricator: JCP	\$ 52,500.00	Anonymous donation*	\$ 10,295.00
Tree Toys	\$ 865.00	Friends*	\$ 450.00
Architect	\$ 22,500.00	Endowment	\$ 48,316.00
Furniture	\$ 12,000.00		
Entryway, carpet, paint	\$ 141,000.00		
Foyer stairs and landing	\$ 6,500.00		
Roller shades	\$ 8,000.00		
Fire alarm upgrade	\$ 18,000.00		
	\$ 328,871.00		\$ 328,871.00

\*already received

	Check #			
Architect	11/10/2023	16122	\$	425.00
	12/29/2023	16139	\$	2,273.81
	4/23/2024	16190	\$	1,081.30
	6/26/2024		\$	1,310.00
	9/4/2024		\$	7,668.31
Tree (artist)	1/18/2024	16143	\$	3,000.00
	9/6/2023	16080	\$	3,000.00
	7/8/2024	July BOA	\$	919.09 Toys for tree
	8/5/2024	Aug BOA	\$	(53.50) Toys for tree(exchange resulting ir
Tree (fabricator)	5/31/2024	16240	\$	26,250.00
<b>Expenses to date</b>			<b>\$</b>	<b>45,874.01</b>

1 small refund)