

**AGENDA**  
**BOARD OF TRUSTEES**  
**Cuba Circulating Library**  
*Serving the Cuba Community for 151 Years*

**Monday, Oct. 9, 2023**  
**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
  - iv. Personnel
  - v. Technology
  - vi. Liaison with Friends
  - vii. Education
- b. Ad hoc committees
  - i. Children's Area Renovation
  - ii. Disaster Plan
9. Unfinished Business
  - i. Children's Safety Policy
  - ii. Parking Lot Lease
  - iii. Insurance Policies
10. New Business
  - i. STLS training resources
11. Executive Session, as needed
12. Adjournment

**Cuba Circulating Library  
Board of Trustees Monthly Meeting Minutes  
Monday, September 11, 2023**

**Present:** Lin Assink, Tom Donahue, Denean Emerson, Lionel Legry, Jill Schwab, Wendy Sprague, Sharry Semans, Faith Stewart, and Brad Weaver

**Absent:**

**Also Present:** Tina Dalton, Pat Ash, Dave Wagner

**Call to Order:** Faith called the meeting to order at 5:26 PM.

**Public Comments:** None

**Friends' Report:** Pat Ash gave her report on the Friends of the Library activity. Mystery at the Library upcoming event, Sept. 29<sup>th</sup>.

**Minutes of the Previous Meeting:** Minutes of the August meeting were approved.

**Financial Officer's Report:** (See attached.) Faith moved that the report be accepted. Sherry seconded and the report was approved.

**Corresponding Secretary's Report:** Nothing to report.

**Director's Report:** (See attached.) Tina summarized the report. There has been an increased number of inquiries regarding services for homeless persons in the community.

**Committee Reports**

**Planning:** Nothing to report.

**Finance:** Nothing to report.

**Building and Grounds:** Nothing to report

**Personnel:** Nothing to report.

**Technology:** Nothing to report.

**Liaison with Friends:** Nothing to report.

**Education:** Reminder of the workshop with Brian Hilbreth in October.

**Ad hoc Committees**

**Children's Area Renovation:** Finishing work on phase one beginning 9/11 and scheduled for completion by week's end. The architect and tree artist are meeting 9/13.

**Disaster Plan:** SBU archivist meeting 9/19 at 2:00.

**Unfinished Business**

**Children's Safety Policy:** In progress

**New Business**

**Sump pump drain estimate:** Dave presented the estimate received from Redemption Contractors for running the sump pump drain underground to the street. Tom made a motion to accept the bid and Lionel seconded the motion. Motion was approved.

**Parking Lot Lease:** The Cuba Cultural Center Board has proposed a lease arrangement for the Parking Lot. Inquiries to be made regarding insurance and snow removal services for further consideration.

**Insurance Policies:** Audit of policies recommended.

**Tree Artist Contract:** Janice Davis Design LLC recommended artist. Motion for signature on formal contract made by Lin, seconded by Brad and passed unanimously by the board.

**Financial Controls Policy:** (See attached) Motion to approve policy modifications made by Wendy and seconded by Tom. Motion approved by voice vote.

**Adjournment:** Motion to adjourn was made by Lin and seconded by Lionel. Meeting adjourned at 6:15 PM.

**Report submitted:** Brad Weaver, Secretary

# Cuba Circulating Library Association

## Statement of Activity

September 2023

	TOTAL	
	SEP 2023	SEP 2022 (PY)
Revenue		
4017 Memorials/Gifts	900.00	2,110.00
4019 Refunds/Reimb	985.99	
4020 Meeting Room Fee		25.00
4100 Other Income		
Arts	90.00	30.00
Book Replacement	12.00	
Copies Income	137.65	89.48
Donation Box	35.00	206.33
Fines	12.00	17.00
Misc Income	6.75	12.35
<b>Total 4100 Other Income</b>	<b>293.40</b>	<b>355.16</b>
4500 Investment Income		
Dividend Income	2,660.10	3,341.01
Interest Income	0.01	0.06
Realized Gain/Loss on Investments		0.00
<b>Total 4500 Investment Income</b>	<b>2,660.11</b>	<b>3,341.07</b>
<b>Total Revenue</b>	<b>\$4,839.50</b>	<b>\$5,831.23</b>
GROSS PROFIT	<b>\$4,839.50</b>	<b>\$5,831.23</b>
Expenditures		
6100 Payroll Expenses		
6101 Wages	13,339.03	12,258.96
6102 Taxes	1,104.52	1,020.53
6103 Employee Benefits		
Company Contributions		
Retirement	192.20	356.22
<b>Total Company Contributions</b>	<b>192.20</b>	<b>356.22</b>
<b>Total 6103 Employee Benefits</b>	<b>192.20</b>	<b>356.22</b>
Company Contributions		
Retirement	191.57	
<b>Total Company Contributions</b>	<b>191.57</b>	
<b>Total 6100 Payroll Expenses</b>	<b>14,827.32</b>	<b>13,635.71</b>
6200 Library Materials		
6205 Books-J	510.05	554.77
6210 Books-A	625.00	772.48
6220 Serials		157.99
6230 Audio	43.45	179.53
6250 Digital Books		197.63

# Cuba Circulating Library Association

## Statement of Activity

September 2023

	TOTAL	
	SEP 2023	SEP 2022 (PY)
6260 DVD		362.95
6270 Video Games		52.06
6280 Adult Programming	500.00	201.56
6285 Childrens Programming		126.63
6290 STLS cost share		833.78
<b>Total 6200 Library Materials</b>	<b>1,678.50</b>	<b>3,439.38</b>
6300 Restricted Fund Spending		
6320 Friends Expense	477.25	473.86
6330 Manley Grant expense		8,894.56
6345 Lions Club Grant	28.79	
6365 ARPA Grant	931.00	
6370 Memorials & Gifts	430.35	304.24
6385 ARC Grant Expense		3,415.80
6390 United Way Grant	30.77	317.49
<b>Total 6300 Restricted Fund Spending</b>	<b>1,898.16</b>	<b>13,405.95</b>
6410 Advertisement		119.40
6420 Custodial supplies		260.58
6445 Library supplies		200.63
Library Equipment		113.77
<b>Total 6445 Library supplies</b>		<b>314.40</b>
6447 Membership		25.00
6450 Postage		234.98
6455 Processing Fee	125.05	57.20
6460 Personal Protection Supplies		24.97
6465 Repairs/Building & Grounds		662.36
6470 Services		
Argentieries	48.00	24.00
Attorney	450.00	
Bookkeeper	1,350.00	1,500.00
Computer Tech		70.38
Copier Acme	317.90	
Hotspots	394.80	227.39
<b>Total 6470 Services</b>	<b>2,560.70</b>	<b>1,821.77</b>
6480 Train/conference		335.00
6485 Travel	79.37	27.13
6490 Utilities		
Electric		603.13
Extended Broadband	450.00	
Fuel	176.00	436.00

# Cuba Circulating Library Association

## Statement of Activity

September 2023

	TOTAL	
	SEP 2023	SEP 2022 (PY)
Phone		237.84
<b>Total 6490 Utilities</b>	<b>626.00</b>	<b>1,276.97</b>
<b>Total Expenditures</b>	<b>\$21,795.10</b>	<b>\$35,640.80</b>
NET OPERATING REVENUE	<b>\$ -16,955.60</b>	<b>\$ -29,809.57</b>
Other Expenditures		
Anniversary (Net)		
Anniversary Donations		-230.00
Anniversary Expenses		39.75
<b>Total Anniversary (Net)</b>		<b>-190.25</b>
Children's Area Remodel (Net)		
Children's Area Remodel Expenses		1,043.75
<b>Total Children's Area Remodel (Net)</b>		<b>1,043.75</b>
<b>Total Other Expenditures</b>	<b>\$0.00</b>	<b>\$853.50</b>
NET OTHER REVENUE	<b>\$0.00</b>	<b>\$ -853.50</b>
NET REVENUE	<b>\$ -16,955.60</b>	<b>\$ -30,663.07</b>

# Cuba Circulating Library Association

## Budget vs. Actuals

January - September, 2023

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
Revenue				
4003 School Income		231,846.00	231,846.00	100.00 %
4004 Local Lib Services Aid		1,675.00	1,675.00	100.00 %
4017 Memorials/Gifts	6,236.33		-6,236.33	
4019 Refunds/Reimb	985.99		-985.99	
4020 Meeting Room Fee	860.00	750.00	-110.00	-14.67 %
4100 Other Income				
Arts	555.00		-555.00	
Book Replacement	143.99		-143.99	
Copies Income	2,044.62	2,000.00	-44.62	-2.23 %
Donation Box	463.97	400.00	-63.97	-15.99 %
Fines	193.40	200.00	6.60	3.30 %
Misc Income	326.28	400.00	73.72	18.43 %
<b>Total 4100 Other Income</b>	<b>3,727.26</b>	<b>3,000.00</b>	<b>-727.26</b>	<b>-24.24 %</b>
4200 Restricted Funds Revenue				
Adult Programs	350.00		-350.00	
Arts Grant	4,010.00		-4,010.00	
DFY Grant	1,435.00		-1,435.00	
Friends	3,105.56	2,000.00	-1,105.56	-55.28 %
Grants	6,207.22		-6,207.22	
Lions Club Grant	500.00		-500.00	
United Way	3,687.50		-3,687.50	
<b>Total 4200 Restricted Funds Revenue</b>	<b>19,295.28</b>	<b>2,000.00</b>	<b>-17,295.28</b>	<b>-864.76 %</b>
4500 Investment Income				
Capital Gains Distribution	0.00		0.00	
Dividend Income	13,398.42		-13,398.42	
Interest Income	28.50		-28.50	
Morgan Stanley				
Adams Memorial		500.00	500.00	100.00 %
Endowment Fund	290,723.00	25,723.00	-265,000.00	-1,030.21 %
<b>Total Morgan Stanley</b>	<b>290,723.00</b>	<b>26,223.00</b>	<b>-264,500.00</b>	<b>-1,008.66 %</b>
<b>Total 4500 Investment Income</b>	<b>304,149.92</b>	<b>26,223.00</b>	<b>-277,926.92</b>	<b>-1,059.86 %</b>
Budget Carryover		31,978.00	31,978.00	100.00 %
<b>Total Revenue</b>	<b>\$335,254.78</b>	<b>\$297,472.00</b>	<b>\$ -37,782.78</b>	<b>-12.70 %</b>
GROSS PROFIT	<b>\$335,254.78</b>	<b>\$297,472.00</b>	<b>\$ -37,782.78</b>	<b>-12.70 %</b>
Expenditures				
6100 Payroll Expenses				
6101 Wages	124,657.36	172,687.00	48,029.64	27.81 %
6102 Taxes	11,182.85		-11,182.85	
Payroll Tax		13,171.00	13,171.00	100.00 %
SUTA		2,310.00	2,310.00	100.00 %
<b>Total 6102 Taxes</b>	<b>11,182.85</b>	<b>15,481.00</b>	<b>4,298.15</b>	<b>27.76 %</b>

# Cuba Circulating Library Association

## Budget vs. Actuals

January - September, 2023

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
6103 Employee Benefits				
Company Contributions				
Retirement	3,374.40	5,500.00	2,125.60	38.65 %
<b>Total Company Contributions</b>	<b>3,374.40</b>	<b>5,500.00</b>	<b>2,125.60</b>	<b>38.65 %</b>
Health Insurance	500.00	500.00	0.00	0.00 %
<b>Total 6103 Employee Benefits</b>	<b>3,874.40</b>	<b>6,000.00</b>	<b>2,125.60</b>	<b>35.43 %</b>
6105 Ins - Disability		1,060.00	1,060.00	100.00 %
Company Contributions				
Retirement	191.57		-191.57	
<b>Total Company Contributions</b>	<b>191.57</b>		<b>-191.57</b>	
<b>Total 6100 Payroll Expenses</b>	<b>139,906.18</b>	<b>195,228.00</b>	<b>55,321.82</b>	<b>28.34 %</b>
6200 Library Materials				
6205 Books-J	3,056.91	4,500.00	1,443.09	32.07 %
6210 Books-A	5,343.22	7,500.00	2,156.78	28.76 %
6220 Serials	968.98	1,300.00	331.02	25.46 %
6230 Audio	849.22	1,000.00	150.78	15.08 %
6240 Equipment	661.20	500.00	-161.20	-32.24 %
6250 Digital Books	3,557.00	3,557.00	0.00	0.00 %
6260 DVD	1,311.05	1,500.00	188.95	12.60 %
6270 Video Games	630.10	1,000.00	369.90	36.99 %
6280 Adult Programming	2,187.04	1,200.00	-987.04	-82.25 %
6285 Childrens Programming	667.05	1,200.00	532.95	44.41 %
6290 STLS cost share	10,774.00	10,774.00	0.00	0.00 %
<b>Total 6200 Library Materials</b>	<b>30,005.77</b>	<b>34,031.00</b>	<b>4,025.23</b>	<b>11.83 %</b>
6202 Book Replacement	-7.14		7.14	
6300 Restricted Fund Spending	275.00		-275.00	
6310 Arts Grant Expense	3,476.12		-3,476.12	
6320 Friends Expense	1,010.48		-1,010.48	
6330 Manley Grant expense	524.71		-524.71	
6345 Lions Club Grant	466.84		-466.84	
6350 Wilday Grant	1,513.66		-1,513.66	
6355 STLS Outreach	920.00		-920.00	
6360 DFY Grant	314.30		-314.30	
6365 ARPA Grant	3,686.72		-3,686.72	
6370 Memorials & Gifts	3,086.13		-3,086.13	
6390 United Way Grant	6,698.18		-6,698.18	
<b>Total 6300 Restricted Fund Spending</b>	<b>21,972.14</b>		<b>-21,972.14</b>	
6410 Advertisement	185.91	350.00	164.09	46.88 %
6415 Bank fees	0.00	100.00	100.00	100.00 %
6420 Custodial supplies	695.95	700.00	4.05	0.58 %
6425 Discretionary Fund	562.33	500.00	-62.33	-12.47 %
6430 Insurance				



# Cuba Circulating Library Association

## Budget vs. Actuals

January - September, 2023

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
Ins - Liability Insurance		878.00	878.00	100.00 %
Ins - Property	6,198.06	6,195.00	-3.06	-0.05 %
Ins - Workman's Comp	2,007.00	1,190.00	-817.00	-68.66 %
<b>Total 6430 Insurance</b>	<b>8,205.06</b>	<b>8,263.00</b>	<b>57.94</b>	<b>0.70 %</b>
6435 Interest Expense	28.78		-28.78	
6445 Library supplies	3,249.35	3,600.00	350.65	9.74 %
Library Equipment	993.35	1,000.00	6.65	0.67 %
<b>Total 6445 Library supplies</b>	<b>4,242.70</b>	<b>4,600.00</b>	<b>357.30</b>	<b>7.77 %</b>
6447 Membership	671.00	600.00	-71.00	-11.83 %
6450 Postage	236.34	200.00	-36.34	-18.17 %
6455 Processing Fee	538.64	500.00	-38.64	-7.73 %
6460 Personal Protection Supplies	34.16	300.00	265.84	88.61 %
6465 Repairs/Building & Grounds	15,025.69	7,000.00	-8,025.69	-114.65 %
6470 Services		649.00	649.00	100.00 %
Alarm System - Doyle	618.52	850.00	231.48	27.23 %
Argentieries	240.00	300.00	60.00	20.00 %
Attorney	3,000.00	3,000.00	0.00	0.00 %
Audit	2,750.00	2,750.00	0.00	0.00 %
Bookkeeper	6,075.00	8,100.00	2,025.00	25.00 %
Computer Tech	484.88	900.00	415.12	46.12 %
Copier Acme	715.72	2,500.00	1,784.28	71.37 %
Fire Extinguishers	48.00	56.00	8.00	14.29 %
Fire Place Clean		200.00	200.00	100.00 %
Hotspots	2,025.04	3,000.00	974.96	32.50 %
Parking Lot Maint		250.00	250.00	100.00 %
Patriot Microfilm	495.00	495.00	0.00	0.00 %
Payroll Processing	71.02		-71.02	
Rug Shampoos	420.00	250.00	-170.00	-68.00 %
Tax Filing (990)	750.00	750.00	0.00	0.00 %
Water Softener	340.78	250.00	-90.78	-36.31 %
Window Cleaner		450.00	450.00	100.00 %
<b>Total 6470 Services</b>	<b>18,033.96</b>	<b>24,750.00</b>	<b>6,716.04</b>	<b>27.14 %</b>
6480 Train/conference	1,040.00	1,500.00	460.00	30.67 %
6485 Travel	1,650.07	1,500.00	-150.07	-10.00 %
6490 Utilities				
Electric	4,781.01	9,000.00	4,218.99	46.88 %
Extended Broadband	1,350.00	1,800.00	450.00	25.00 %
Fuel	4,042.41	5,300.00	1,257.59	23.73 %
Phone	1,125.98	1,250.00	124.02	9.92 %
<b>Total 6490 Utilities</b>	<b>11,299.40</b>	<b>17,350.00</b>	<b>6,050.60</b>	<b>34.87 %</b>
6520 Dairy Days Float	125.00		-125.00	
<b>Total Expenditures</b>	<b>\$254,451.94</b>	<b>\$297,472.00</b>	<b>\$43,020.06</b>	<b>14.46 %</b>

# Cuba Circulating Library Association

## Budget vs. Actuals

January - September, 2023

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
NET OPERATING REVENUE	<b>\$80,802.84</b>	<b>\$0.00</b>	<b>\$ -80,802.84</b>	<b>0.00%</b>
Other Expenditures				
Children's Area Remodel (Net)				
Children's Area Remodel Donations	-58,167.58		58,167.58	
Children's Area Remodel Expenses	210,005.15		-210,005.15	
<b>Total Children's Area Remodel (Net)</b>	<b>151,837.57</b>		<b>-151,837.57</b>	
<b>Total Other Expenditures</b>	<b>\$151,837.57</b>	<b>\$0.00</b>	<b>\$ -151,837.57</b>	<b>0.00%</b>
NET OTHER REVENUE	<b>\$ -151,837.57</b>	<b>\$0.00</b>	<b>\$151,837.57</b>	<b>0.00%</b>
NET REVENUE	<b>\$ -71,034.73</b>	<b>\$0.00</b>	<b>\$71,034.73</b>	<b>0.00%</b>

# Cuba Circulating Library Association

## Statement of Financial Position

As of September 30, 2023

	TOTAL	
	AS OF SEP 30, 2023	AS OF SEP 30, 2022 (PY)
<b>ASSETS</b>		
Current Assets		
Bank Accounts		
1020 Five Star	8,662.07	16,270.69
1090 Savings	46,397.32	11,672.19
<b>Total Bank Accounts</b>	<b>\$55,059.39</b>	<b>\$27,942.88</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	24,933.05	36,696.45
American Cap Inc Builder A	78,459.04	106,469.14
American Cap World Growth & Inc	52,039.03	72,468.33
American Fundamental Inv A	40,020.61	52,048.34
American Funds Mortgage A	20,296.45	30,126.11
American Global Balanced A	76,345.21	112,512.06
American Inc Fd of America A	77,644.77	106,688.30
American Intm Bd Fd of Amer A	14,186.01	21,903.08
American Inv Co of Amer A	17,876.48	26,084.19
American Short-Term Bond A	20,178.96	29,632.14
American WA Mutual A	79,061.07	110,229.52
Cash, BDP, and Money Market Fds	1,289.75	6,500.32
Stocks	803.86	772.78
Unrealized Gain/Loss	31,296.75	12,568.86
<b>Total 1303 Endowment Investment</b>	<b>534,431.04</b>	<b>724,699.62</b>
1305 Anonymous Investment	0.00	0.00
American Balanced A	0.00	0.00
American Cap Inc Builder	0.00	0.00
American Cap World Growth & Inc	0.00	0.00
American Fundamental Inv A	0.00	0.00
American Funds Mortgage A	0.00	0.00
American Global Balanced A	0.00	0.00
American Inc Fd of America A	0.00	0.00
American Intm Bd Fd of Amer A	0.00	0.00
American Inv Co of Amer A	0.00	0.00
American Short-Term Bond A	0.00	0.00
American WA Mutual A	0.00	0.00
Cash, BDP, and Money Market Fds	0.00	0.00
Unrealized Gain/Loss	0.00	0.00

# Cuba Circulating Library Association

## Statement of Financial Position

As of September 30, 2023

	TOTAL	
	AS OF SEP 30, 2023	AS OF SEP 30, 2022 (PY)
<b>Total 1305 Anonymous Investment</b>	<b>0.00</b>	<b>0.00</b>
1306 Adams Mem Book Fund Investment	0.00	0.00
American Cap Inc Builder A	6,048.64	5,814.95
American Inc Fd of America A	6,831.79	6,354.33
Cash, BDP, and Money Market Fds	0.66	0.66
Unrealized Gain/Loss	680.25	158.11
<b>Total 1306 Adams Mem Book Fund Investment</b>	<b>13,561.34</b>	<b>12,328.05</b>
1400 Prepaid Fee	0.00	420.00
Repayment		
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>\$547,992.38</b>	<b>\$737,447.67</b>
<b>Total Current Assets</b>	<b>\$603,051.77</b>	<b>\$765,390.55</b>
Fixed Assets		
1520 Building and equipment	750,653.00	750,653.00
Elevator Replacement	41,645.00	41,645.00
<b>Total 1520 Building and equipment</b>	<b>792,298.00</b>	<b>792,298.00</b>
1525 A/D Building and equipment	-480,795.47	-461,014.05
1526 Capital Improvement	0.00	0.00
1530 Furniture and Fixtures	117,419.00	117,419.00
1535 A/D Furniture and Fixtures	-108,566.20	-101,454.85
Land	46,763.00	46,763.00
<b>Total Fixed Assets</b>	<b>\$367,118.33</b>	<b>\$394,011.10</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>\$970,170.10</b>	<b>\$1,159,401.65</b>

# Cuba Circulating Library Association

## Statement of Financial Position

As of September 30, 2023

	TOTAL	
	AS OF SEP 30, 2023	AS OF SEP 30, 2022 (PY)
<b>LIABILITIES AND EQUITY</b>		
Liabilities		
Current Liabilities		
Accounts Payable		
2001 Accounts Payable	675.00	2,049.48
<b>Total Accounts Payable</b>	<b>\$675.00</b>	<b>\$2,049.48</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	383.14	0.00
Federal Taxes (941/944)	0.00	0.00
NYS Employment Taxes	240.26	245.62
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>623.40</b>	<b>245.62</b>
Direct Deposit Payable	0.00	0.00
PPE Currant Liability	0.00	0.00
<b>Total Other Current Liabilities</b>	<b>\$623.40</b>	<b>\$245.62</b>
<b>Total Current Liabilities</b>	<b>\$1,298.40</b>	<b>\$2,295.10</b>
<b>Total Liabilities</b>	<b>\$1,298.40</b>	<b>\$2,295.10</b>
Equity		
3000 Opening Bal Equity	0.00	0.00
3500 Unrealized Gain/Loss on Inv	32,152.95	12,848.98
3550 Realized Gain/Loss Equity	-12,262.89	-56,836.60
3800 Restricted Fund	10,000.00	10,000.00
3900 Fund Balance	1,010,016.37	1,318,480.14
Net Revenue	-71,034.73	-127,385.97
<b>Total Equity</b>	<b>\$968,871.70</b>	<b>\$1,157,106.55</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$970,170.10</b>	<b>\$1,159,401.65</b>

## Cuba Library Director's Monthly Report

September 2023

	Sept. 2023	Aug. 2023	Sept. 2022	Sept. 2021	Sept. 2020	Sept. 2019
Circulation	2444  Adult 1123 J/YA 1321	3258  Adult 1361 J/YA 1897	2505  Adult 1328 J/YA 1177	2291  Adult 1262 J/YA 1029	2440  (adult 1483) (J/YA 957)	3021 (adult 1857) (Juv/YA 1164)
Holds Filled	356	373	336	394	327	431
New Library Cards	34	21	21	25	8	18
Libby (eBooks)	480	483	418	463	435	344
Wifi Use	288	305	327	248	290	210
Visits to website	834	915	803	851	839	
Door Count	2244	3392	1702	1502		

### Upcoming Programs

Mon. Oct. 2 & 16 @ 6 pm	Dungeons and Dragons	Kahlin Weaver
Sat. Oct. 7 & 21 @ 10 am	Leather Clutch	Clifford Redeye
Tues, Oct. 17 @ 6 pm	Fall Welcome Signs	Shauna
Mon, Oct. 23 @ 6 pm	Antler Carving Lecture	Hayden Haynes
Sat, Oct. 28 @ 9:30 am	Watercolors	Theresa Heinz
Mon, Nov. 6 @ 6:30 pm	Re-Thinking Thanksgiving	Perry Ground

Grants: We have been awarded \$3,700 from the Manley grant to install a sound system in the community room. These funds will also enable us to purchase a portable sound system for use at outdoor programs as well.

Professional Development: I attended a webinar, Creating LGBTQ+ Inclusive Libraries with the SafeZone Initiative that was very enlightening. I'd like to hold the SafeZone training next year at our annual staff development day. This year's staff development day didn't go quite as planned because our presenter canceled the day of due to illness. However, we were able to find some other resources and still had very useful day. We practiced emergency drills and reference interviews, role played book challenges, watched the keynote speaker from the conference Cherilyn recently attended, along with some other activities.

Community: I spent a lot of time this month volunteering for the Chamber of Commerce's Garlic Festival. I was there both Saturday and Sunday, helping out at the vendor gate. I also did all the publicity—print, radio, and social media. The estimate we had 8,300 people attend the festival this year.

Building and Grounds: The Code Inspector came by for an inspection. We passed with no violations. The fire place was cleaned in preparation for winter, and I've scheduled Nick Shembeda for bi-annual servicing in anticipation of turning on the heat. Much of my time this month was spent working with Kinley and Edge to try and finish out Phase 1 of the building project.

Circulation: We have added a new item type to our adult collection—Lucky Day items. These are new books that are the “hottest” items. If you find one of these books on the new shelf it is your “lucky day.” Lucky Day books do not go out into the system on hold, and they are duplicate copies of titles that we already own. They can only be checked out for 14 days, cannot be renewed, and cannot have holds placed on them. We currently own six Lucky Day books, with the first one being added on July 26. These items have had a total circulation of 16 at this time. We were one of two libraries who piloted the Lucky Day program for STLS. The program is now being rolled out to the rest of the system.

# Youth Services Monthly Report: September 2023

## Storytimes

No storytimes this month but the 3-year-old class only has one open space and the 2-year-old class is more than half full. We are on track for all groups to be back at pre-covid levels. After School Explorers for K-3 is full with a wait list.

## Teens/Tweens

The teen game night that was scheduled had no sign ups. After School Crew for tweens starts in October and is full.

## Outreach

I had 4 CRCS classes visit. Pre-K morning and afternoon both came. Pre-K classes will visit monthly. Two fourth grade classes came and several students signed up for library cards. I have also scheduled a recurring visit to one of the BOCES classes starting in October. One of the kindergarten classes is also scheduled to start coming monthly in October.

## Other

The Erie Canal Traveling Museum came. We had a low turnout due to Meet the Teacher night but those that came enjoyed what was offered.

I attended one Leadership Allegany curriculum session in September. My group's service project will continue in part of October. We are collecting personal care items as well as basic clothing items to be given to survivors of domestic violence. This is in partnership with ACCORD's shelter. Several Allegany County libraries are also participating. We are also preparing our "Industry Day" focusing on human services. This will take place at ACCORD and we will hear from several of their departments about services offered in Allegany County.

I attended the ARSL conference in Wichita, KS. I will go into more detail about the sessions I attended and the things I learned in person at a later date.

## Upcoming Programs

October: start of 2 storytimes, K-3 After School, and Tween After School

10/10 Teen D&D begins

10/18 Teen Craft (Shauna)

10/21 Village Trunk or Treat

10/25 Spooky Magic with Cris Johnson

10/27 CRCS Fall Fest

## September 2023 Programming

9/27	CRCS AM Pre-K	15 children, 2 adults
	CRCS PM Pre-K	10 children, 2 adults
	CRCS 4th Grade (K. VanDamme)	14 children, 2 adults
9/28	CRCS 4th Grade (Weber)	16 children, 1 adult
	Erie Canal Traveling Museum	10 mixed ages



## **Child Safety Policy**

The Cuba Circulating Library welcomes and encourages children to use its facilities and services. However, the Library cannot provide long or short-term care for children of any age. Parents and caregivers should remember that the Library is a public building, open to all and must use the same precautions for ensuring your child's safety as you would in any other public location. While our staff is concerned about the well-being of our patrons, the Library is not responsible for keeping your child safe from harm. **The responsibility for the safety and behavior of children in the library rests with the parent or caregiver and not with the Library personnel.**

- Parents or caregivers are responsible for the care, safety, and behavior of children of any age while the child is using the library or on library property.
- Children 5 years old or under must be directly supervised by a parent or caregiver while in the library. If a child in this age group is found unattended, library staff will attempt to locate the parent or caregiver in the library and inform them of the rules. Children ages 6-8 must be in the building with a responsible adult or caregiver.
- A caregiver must be at least 12 years of age and provide direct supervision of the child in their care.
- Parents or caregivers who do not attend a Children's program with their child must remain in the Library if the child is 8 years old or under **and** not yet in second grade, in case the child needs to leave the program.
- Children 9 years old or older and in third grade or higher may use the Library unattended for an amount of time appropriate to their age and maturity. All children must have the telephone number of someone who can assist them in an emergency.
- **The Library is not responsible if children leave Library property unattended.**
- Out of concern for the safety of young patrons, adults who are unaccompanied by a child or children in the children's area of the Library may be asked to move to another area of the Library if need be.

### **Inappropriate behavior:**

- Inappropriate behavior by children will be noted by the staff. Inappropriate behavior includes not treating other patrons and library staff with courtesy and dignity; rough play and excessive running; inappropriate use or abuse of library property; and other behaviors as per the Library's Rules of Conduct Policy. The child and parent or caregiver, if present, will be informed that their behavior is inappropriate and will be asked to stop the activity.
- If inappropriate behavior continues, library staff will follow appropriate steps as indicated by the Library's Acceptable Patron Behavior Policy.

### **At Library Closing Time:**

- Unattended children, age 8 or younger, will be asked to contact their parent, guardian or caregiver 15 minutes before closing time. If a parent, guardian or caregiver cannot be reached or does not arrive by closing time, the child will be placed in the care of the Cuba Police Department. Two staff members will wait with the child until the Cuba Police Department arrives. An incident report describing the situation will be filed the next day. After closing time, Library staff will leave a note on the Library door stating *"Unattended child is in the custody of the Cuba Police, 15 Water St., Cuba, NY; Phone no. 585-968-1666"* once the child is in the care of the police. The child's name will not be listed on the sign.

## PARKING LOT MAINTENANCE, USE, AND LICENSE AGREEMENT

**THIS AGREEMENT** (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between the Cuba Cultural Center, Inc. a not-for-profit corporation registered with the State of New York, with offices at 38 East Main St., Cuba, NY (hereinafter, "Center"), and the **CUBA CIRCULATING LIBRARY ASSOCIATION**, a Library with Offices at 39 East Main St., Cuba, New York (hereafter, "Library").

Center and Library are hereafter referred to individually as a "Party" and collectively as the "Parties."

**WHEREAS**, the Center currently owns, operates and maintains a vacant lot comprised of two (2) parcels (SBL 179.7-2-14 and SBL 179.7-2-13) 34 East Main Street, Cuba, NY (hereafter the "Premises" a map of which is attached as "A"), and the Library wishes to improve the Premises by repairing the parking lot, which will thereafter be maintained and used exclusively by the Library for parking for Library uses and for those members of the public using the Library.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenant and agreements contained herein, the Parties agree as follows:

**1. Title and Use.** Title to all real property and permanently installed improvements is and shall remain vested in Center, and Library has a license to use, control, and enjoy the entirety of the Premises and to utilize the Parking Facilities for library purposes.

**2. Construction; Maintenance.** Library shall have the right to construct, emplace, and operate on the Premises such improvements, personal property, and facilities, including without limitation, the paved parking lot, light poles and fixtures, signage, electric car charging station, fencing and related facilities (collectively the "Parking Facilities") as the Library deems appropriate. The Center grants Library limited agency authority for the purposes of demonstrating consent, site control, or obtaining permit approvals (such as from NYSDOT) or funding (such as from NYS grants), and enforcing the Library Code of Conduct on the Premises.

**3. License Fee; Term and Renewals; Right of First Refusal.** Library shall pay Center the sum of \$1.00 (One Dollar) to be paid annually on or before the anniversary of the Commencement date ("Fees"). The term of this Agreement shall be five years, commencing on the effective date, and thereafter this Agreement shall be automatically renewed for an unlimited number of additional 5-year terms (each, a "Renewal Term"), until and unless terminated by written notice by either Party. The first Renewal Term shall be automatic, but each subsequent Renewal Term shall require express approval by each Party's respective governing board or body. Renewal Terms shall be on the same terms and conditions as set forth in this Agreement, or such other terms as the Parties may then agree or so approve. Either Party may notify the other Party of their intent not to renew this Agreement by giving timely notice of non-renewal pursuant to the notice provisions contained in this Agreement. Such notice of non-renewal shall be required to be delivered a minimum of 180 days prior to the expiry of the then applicable Renewal Term. In the event the Center dissolves, considering the alignment of the missions of the Parties to serve the same community, the board shall use all reasonable efforts to include a right of first refusal by the Library to purchase the Premises for \$1 as part of the dissolution, or for another price as determined appropriate by the NY Attorney General Charities Bureau ("NY AG"); such right of first refusal shall provide for up to one year for the Library to meet the conditions of transfer of title

after the submission of a plan of dissolution to the NY AG. If this option to purchase is exercised by the Library, the Library shall agree to a restrictive covenant barring further sale or lease for no less than fifty years, or other such terms assuring exclusive use of the Premises consistent with the mission and operations of the Library.

**4. Termination.** Except as otherwise provided herein, this Agreement may be terminated: (i) by either Party when the other Party commits an uncured default of any term, condition, or covenant contained in this Agreement and a notice of default is given by the party declaring a default specifying the default, the nature of the required cure, and the date by which the default must be cured, which date must be at least 30 days from the date the notice of default is served; (ii) by Library on 60 days' notice to the Center.

**5. Insurance.**

(a) General. Library shall each maintain coverage as indicated below, for their obligations under this Agreement. Insurance coverage limits may be met by a combination of primary and excess or umbrella policies. The Library will furnish to the Center certificates of insurance as evidence of the insurance required in both the foregoing and the following paragraphs on or before the Effective Date and from time to time upon request. Each party's liability under this Agreement shall not be limited to the amount of any insurance coverage that it maintains:

Insurance	Minimum Limits
Workers Compensation & Disability	Statutory limits
Commercial General Liability	\$1M per occurrence; \$2M general aggregate \$1M personal and advertising injury \$2M products and completed operations aggregate

**6. Indemnification.** Mutual Indemnification. Except as otherwise provided in this agreement, each party shall indemnify and hold harmless the other party, its employees, contractors/subcontractors, affiliates, agents, successors, representatives and permitted assigns for, against and from any claim, liability, damage, loss or expense of any kind or nature (including reasonable attorneys' fees), (i) for personal injury to or death of any person; (ii) for loss of or damage to property of third parties or the real property or tangible personal property of such other parties; (iii) any claim relating to latent or other defects in the workmanship or maintenance of premises, where any work or maintenance is or was performed; (iv) any environmental claim including for any release or emplacement, purposefully or accidentally, of any hazardous substance or environmentally regulated compounds or objects, and including the costs and expenses of remedial proceedings or expenses; or (v) arising out of or resulting from performance of obligations under this agreement, in each instance to the extent determined to be attributable to the negligence (whether arising from affirmative act or inaction), gross negligence, willful misconduct, or strict liability in tort of or breach of this agreement by the indemnitor or its employees, contractors/subcontractors affiliates, agents, successors or permitted assigns. The provisions of this paragraph shall be interpreted, construed, and applied to the maximum extent permitted by law, any invalidity or lack of enforceability shall not be deemed to alter the other requirements of this paragraph, and any offending or unenforceable provision(s) shall be either amended to make the same legal and enforceable or severed herefrom, and the balance of this paragraph shall survive.

**7. General Terms.** The following general terms apply to this Agreement:

**i. Waivers; Notices.** The waiver by any Party hereto of a breach or violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach or violation. All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail return receipt requested, or via a nationally recognized overnight delivery service to the address of the Parties set forth above.

**ii. Assignment or Transfer; Ownership.** No party may assign or transfer its rights and interests in this Agreement to another entity without the prior consent of the other Party. The Agreement is personal to the Parties, and any property, improvements, utilities and the like, installed or emplaced in, under, at or upon the Premises shall indefeasibly become the property of the Center at the expiration or other termination of this Agreement, and the Center shall have no duty or obligation to purchase, reimburse, or pay Library or any third party for the cost or value of any improvements, even if the Center is benefitted thereby. It is understood and agreed that the reduced cost of annual use and licensing and the permissions and approvals herein granted by the Center are and shall remain adequate consideration for any improvements as may become the exclusive property of the Center. Nothing in these foregoing requirements prevents or impairs the Library's right to effect normal maintenance and improvements to the Premises consistent with the purposes herein expressed.

**iii. Reasonable Care; Delays.** Library shall at all times use reasonable care in conducting activities on the Premises and the surrounding area so as not to endanger any person or property of another lawfully thereon. Library further agrees not to use or permit the Premises to be used for any illegal purpose, and will not allow or permit any nuisance conditions to arise as may disturb the public peace or be detrimental to the Premises. Any delay in or failure of performance by Party under this Agreement shall be excusable if such delay or failure is caused by occurrences beyond the control of the affected Party, but only so long as the delay or failure is promptly cured once the cause thereof is removed or dissipates and the total delay does not exceed 6 months.

**iv. Survival; Entire Agreement.** If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, any such holding shall be confined in its operation of the persons and provision directly involved in the controversy in which such holding shall have been rendered, and the remainder of this Agreement shall be unaffected thereby. This Agreement constitutes the entire understanding of the Parties, supersedes all prior oral or written agreements and understandings and arrangements, and may be amended only upon the written consent of both Parties.

**v. Choice of Law; Disputes.** This Agreement shall be governed by the laws of the State of New York. In the event a dispute arises under this Agreement and such dispute cannot be resolved between the Parties, such dispute may be resolved through mediation or arbitration.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed by their duly authorized officers sealed with their corporate seals effective upon the date set forth above.

**CUBA CULTURAL CENTER, INC.**

By: \_\_\_\_\_

**CUBA CIRCULATING LIBRARY ASSOCIATION**

By: \_\_\_\_\_

DRAFT



EXHIBIT A  
MAP OF LOT

