



BOARD MEETING
LOCATION: ADMINISTRATION BUILDING
[ALSO STREAMED VIRTUALLY ON ZOOM](#)
MEETING ID: 832 1757 1279
PASSWORD: 013373

OCTOBER 9, 2024 AT 7:30 PM

AGENDA

1. PLEDGE OF ALLEGIANCE
2. CALL TO ORDER
3. DIRECTOR'S REPORT
4. TREASURER'S REPORT
 - A. Motion to approve the Treasurer's Report dated September 30, 2024.
5. LEGAL
6. APPROVAL OF MINUTES
 - A. Motion to approve the minutes of the September 11, 2024 Board Meeting.
7. PETTY CASH
 - A. September 2024
8. SECRETARY'S REPORT
 - A. Motion to approve payment of September 2024 warrant #770.
 - B. Motion to approve payment of payroll for month ending September 30, 2024.
9. OLD BUSINESS
10. CORRESPONDENCE
 - A. Commendation Letter
 - B. Suspension Letter
 - C. Letter to the Board

11. FYI

- A. Incident Report dated September 10, 2024
- B. Incident Report dated September 12, 2024
- C. Incident Report/Patron Complaint dated September 19, 2024

12. NEW BUSINESS

- A. 2025 ILS & Associated Services Budget and Participating Libraries Schedule of Fees
- B. Motion to approve Utica National Insurance Group's Commercial Umbrella Policy in the amount of \$11,915.00.
- C. Motion to approve one of the following Manage Print Service Agreements:
 - i. Emerald Document Imaging's proposal in the amount of \$430.00 per month.
 - ii. Carr Business Systems Inc.'s proposal in the amount of \$436.50 per month.
 - iii. CDW's proposal with a cost per cartridge basis with additional maintenance costs as outlined in the proposal.
- D. Discussion on the reorganization of the policy book.
- E. Motion for the authorization to alter hours for library events.

13. COMMUNITY COMMENTS

14. PERSONNEL

- A. Motion to approve a stipend at an amount to be determined for Carmela Strazzera as interim Payroll/HR responsibilities retroactively to September 27, 2024.

15. PROGRAM REPORTS AND STAFF REPORTS

- A. Reference Department Report

16. ANTICIPATED EXECUTIVE SESSION

17. FUTURE BOARD MEETING

- A. November 13, 2024

18. ADJOURNMENT



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OCTOBER 9, 2024 AT 7:30 PM

ADDENDUM

11. NEW BUSINESS

- F. Motion to delegate a Clerk the responsibility and duty to take minutes of meetings of the Board of Trustees.

AIMEE PICHARDO-LLOYD, CPA

Hicksville Public Library
169 Jerusalem Avenue
Hicksville, NY 11801

I have reviewed the accompanying cash basis financial statements of the Governmental Activities, Assets, Liabilities and Fund Balance and Statement of Revenues, Expenditures and change in Fund Balance of the Hicksville Public Library, as of and for the three months ended September 30, 2024 which collectively comprise the Library's basic financial statements as listed in the table of contents. A review includes primarily applying analytical procedures to management's financial data and making inquiries of the management of the Hicksville Public Library. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements. Accordingly, I do not express such an opinion.

The management of the Hicksville Public Library is responsible for the preparation and fair presentation of the financial statements in accordance with the cash basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require me to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. I believe that the results of my procedures provide a reasonable basis for my report.

Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with the cash basis of accounting as described in Note A.



Aimee Pichardo-Lloyd
October 3, 2024

AIMEE PICHARDO-LLOYD, CPA

Library

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HICKSVILLE PUBLIC LIBRARY
STATEMENT OF GOVERNMENTAL FUND BALANCE SHEET
GENERAL FUND
September 30, 2024

ASSETS

CURRENT ASSETS

CASH			
PETTY CASH/REGISTER	\$	780.00	
PAYPAL	\$	797.33	
TD BANK CHECKING	\$	(85,268.40)	
MONEY MARKET	\$	2,688,979.96	
PAYROLL	\$	16,226.70	
MONEY MARKET CD	\$	1,561,854.73	
FNBLI CHECKING	\$	113,487.78	
MONEY MARKET	\$	<u>539,788.89</u>	
TOTAL CASH			\$ 4,836,646.99
OTHER ASSETS			
PREPAID INSURANCE	\$	20,063.00	
OTHER PREPAID	\$	7,445.23	
DUE FROM/TO CAPITAL FUND	\$	<u>150,971.73</u>	
TOTAL OTHER ASSETS			<u>\$ 178,479.96</u>
TOTAL ASSETS			<u><u>\$ 5,015,126.95</u></u>

LIABILITIES AND FUND BALANCE

LIABILITIES			
ACCOUNT PAYABLE	\$	11,409.90	
ACCOUNTS PAYABLE - AUDITOR	\$	27,053.78	
PENSION PAYABLE	\$	(1.29)	
ACCRUED PAYROLL EXPENSE	\$	54,362.32	
ACCRUED NYS RETIREMENT	\$	<u>61,804.00</u>	
TOTAL LIABILITIES			\$ 154,628.71
FUND BALANCE			
FUND BALANCE ASSIGNED NEXT YEAR	\$	268,160.00	
UNAPPROPRIATED FUND BALANCE	\$	4,420,310.50	
FUND BALANCE - NONSPENDDABLE	\$	29,618.20	
CURRENT PERIOD INCREASE	\$	<u>142,409.54</u>	
TOTAL FUND BALANCE			<u>4,860,498.24</u>
TOTAL LIABILITIES AND FUND BALANCE			<u><u>\$ 5,015,126.95</u></u>

SEE ACCOUNTANT'S REVIEW LETTER

HICKSVILLE PUBLIC LIBRARY
STATEMENT OF GOVERNMENTAL FUND REVENUE AND BUDGETARY COMPARISONS
GENERAL FUND
FOR THE 3 MONTHS ENDED SEPTEMBER 30, 2024

	2024-2025 BUDGET	SEPTEMBER 2024	TOTAL TO DATE	BALANCE	% OF BUDGET
TAXES-REAL PROPERTY	\$ 5,135,026.00	\$ 427,918.83	\$ 1,283,756.49	\$ 3,851,269.51	25.00%
PILOT	\$ 124,000.00	\$ -	\$ -	\$ 124,000.00	0.00%
INTEREST INCOME	\$ 6,000.00	\$ 12,477.84	\$ 40,035.83	\$ (34,035.83)	667.26%
FINES & FEES	\$ 7,100.00	\$ 1,405.37	\$ 3,251.59	\$ 3,848.41	45.80%
PROGRAM FEES	\$ 11,000.00	\$ 3,481.52	\$ 15,190.15	\$ (4,190.15)	0.00%
SALES TAX VENDOR CREDIT	\$ -	\$ 47.48	\$ 47.48	\$ (47.48)	0.00%
TRANSFERS	\$ -	\$ -	\$ -	\$ -	0.00%
REIMBURSED HEALTH/DENTAL INSURANCE	\$ -	\$ -	\$ -	\$ -	0.00%
BULLET AID	\$ -	\$ -	\$ -	\$ -	0.00%
LLSA STATE AID	\$ -	\$ -	\$ 11,619.90	\$ (11,619.90)	0.00%
ERATE	\$ 1,800.00	\$ -	\$ 3,517.08	\$ (1,717.08)	195.39%
BULLET AID	\$ -	\$ -	\$ -	\$ -	0.00%
GRANTS	\$ -	\$ -	\$ -	\$ -	0.00%
DONATIONS	\$ -	\$ 12.35	\$ 30.85	\$ (30.85)	0.00%
COMMISSIONS	\$ -	\$ -	\$ 119.98	\$ (119.98)	0.00%
APPROPRIATED FUND BALANCE	\$ 123,074.00	\$ -	\$ -	\$ 123,074.00	0.00%
TOTAL REVENUES	\$ 5,408,000.00	\$ 445,343.39	\$ 1,357,569.35	\$ 4,050,430.65	25.10%

SEE ACCOUNTANT'S REVIEW LETTER

HICKSVILLE PUBLIC LIBRARY
STATEMENT OF GOVERNMENTAL FUND EXPENDITURES AND BUDGETARY COMPARISON
GENERAL FUND
FOR THE 3 MONTHS ENDED SEPTEMBER 30, 2024

	2024-2025 BUDGET	SEPTEMBER 2024	TOTAL TO DATE	AVAILABLE BALANCE	% SPENT
PERSONNEL COSTS					
SALARIES & WAGES	\$ 2,345,000.00	\$ 154,998.88	\$ 534,672.99	\$ 1,810,327.01	22.80%
TOTAL SALARIES	\$ 2,345,000.00	\$ 154,998.88	\$ 534,672.99	\$ 1,810,327.01	22.80%
BENEFITS					
EMPLOYEE BENEFITS					
NYS RETIREMENT	\$ 320,000.00	\$ -	\$ -	\$ 320,000.00	0.00%
SOCIAL SECURITY/MEDICARE	\$ 176,000.00	\$ 11,857.43	\$ 40,879.63	\$ 135,120.37	23.23%
WORKERS COMP	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	0.00%
DISABILITY INSURANCE	\$ 1,000.00	\$ 386.70	\$ 136.53	\$ 863.47	13.65%
SURVIVOR HEALTH INSURANCE	\$ -	\$ (137.24)	\$ (411.72)	\$ 411.72	0.00%
MEDICARE REIMBURSEMENT	\$ 90,000.00	\$ -	\$ -	\$ 90,000.00	0.00%
HEALTH INSURANCE	\$ 1,000,000.00	\$ 87,795.42	\$ 260,492.37	\$ 739,507.63	26.05%
GASB SOFTWARE	\$ 3,000.00	\$ -	\$ 365.00	\$ 2,635.00	12.17%
UNEMPLOYMENT INSURANCE	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
TOTAL EMPLOYEE BENEFITS	\$ 1,635,000.00	\$ 99,902.31	\$ 301,461.81	\$ 1,333,538.19	18.44%
CAPITAL ASSETS					
BUILDING - MAIN LIBRARY	\$ 20,000.00	\$ (34,350.00)	\$ -	\$ 20,000.00	0.00%
COMPUTER EQUIPMENT	\$ 24,000.00	\$ 1,265.10	\$ 2,846.09	\$ 21,153.91	11.86%
FURNITURE & FIXTURES	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
ARCHITECTS	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
OTHER	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL CAPITAL ASSETS	\$ 64,000.00	\$ (33,084.90)	\$ 2,846.09	\$ 61,153.91	4.45%

SEE ACCOUNTANT'S REVIEW LETTER

HICKSVILLE PUBLIC LIBRARY
STATEMENT OF GOVERNMENTAL FUND EXPENDITURES AND BUDGETARY COMPARISON
GENERAL FUND
FOR THE 3 MONTHS ENDED SEPTEMBER 30, 2024

	2024-2025 BUDGET	SEPTEMBER 2024	TOTAL TO DATE	AVAILABLE BALANCE	% SPENT
COLLECTION					
ADULT	\$ 90,000.00	\$ 7,602.23	\$ 29,273.53	\$ 60,726.47	32.53%
YOUNG ADULT	\$ 6,000.00	\$ 14.86	\$ 75.72	\$ 5,924.28	1.26%
CHILDREN BOOKS	\$ 20,000.00	\$ 523.78	\$ 2,342.72	\$ 17,657.28	11.71%
EBOOKS	\$ 58,000.00	\$ 1,723.47	\$ 16,626.21	\$ 41,373.79	28.67%
LOST BOOK REIMBURSEMENT	\$ 600.00	\$ -	\$ -	\$ 600.00	0.00%
OTHER	\$ -	\$ -	\$ -	\$ -	0.00%
PERIODICALS & FILMS	\$ 18,000.00	\$ 76.00	\$ 1,055.00	\$ 16,945.00	5.86%
MUSIC CD	\$ 2,000.00	\$ -	\$ 118.94	\$ 1,881.06	5.95%
AUDIO BOOKS	\$ 10,000.00	\$ -	\$ 6,077.07	\$ 3,922.93	60.77%
ONLINE DATABASE	\$ 40,000.00	\$ -	\$ 19,783.98	\$ 20,216.02	49.46%
NLS DIRECT ACCESS	\$ 35,000.00	\$ -	\$ 24,990.00	\$ 10,010.00	71.40%
ONLINE INFO - OTHER	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
PROGRAM - ADULT	\$ 80,000.00	\$ 5,136.00	\$ 19,276.39	\$ 60,723.61	24.10%
PROGRAM - TICKETS	\$ 6,000.00	\$ 3,420.00	\$ 11,570.00	\$ (5,570.00)	192.83%
PROGRAM EXPENSE - OTHER	\$ -	\$ 295.00	\$ 295.00	\$ (295.00)	0.00%
PROGRAM - MUSEUM PASSES	\$ 10,000.00	\$ -	\$ 5,110.00	\$ 4,890.00	51.10%
PROGRAM - YOUNG ADULT	\$ 20,000.00	\$ 850.00	\$ 2,563.50	\$ 17,436.50	12.82%
PROGRAM - CHILDREN	\$ 60,000.00	\$ 2,286.03	\$ 9,090.84	\$ 50,909.16	15.15%
TRIP EXPENSES	\$ 5,000.00	\$ 1,145.00	\$ 1,145.00	\$ 3,855.00	22.90%
VIDEOS/DVD	\$ 18,000.00	\$ 4,179.94	\$ 7,440.28	\$ 10,559.72	41.33%
LIBRARY OF THINGS	\$ 7,000.00	\$ -	\$ 558.62	\$ 6,441.38	7.98%
TOTAL COLLECTION	\$ 490,600.00	\$ 27,252.31	\$ 157,392.80	\$ 333,207.20	32.08%
LIBRARY OPERATIONS					
LOCAL HISTORY	\$ 5,000.00	\$ -	\$ 362.22	\$ 4,637.78	7.24%
PROFESSIONAL ACTIVITIES	\$ 18,000.00	\$ 879.99	\$ 3,794.27	\$ 14,205.73	21.08%
SUPPLIES	\$ 36,000.00	\$ 2,723.36	\$ 5,473.21	\$ 30,526.79	15.20%
PUBLICITY	\$ 30,000.00	\$ 195.53	\$ 838.05	\$ 29,161.95	2.79%
TELEPHONE	\$ 15,000.00	\$ 792.06	\$ 3,005.03	\$ 11,994.97	20.03%
TELECOMMUNICATIONS - ALIS	\$ 12,000.00	\$ 800.00	\$ 2,400.00	\$ 9,600.00	20.00%
ALIS EXPENSE	\$ 52,000.00	\$ -	\$ 11,074.21	\$ 40,925.79	21.30%
COMPUTER EXPENSE	\$ 31,000.00	\$ 2,512.50	\$ 5,095.75	\$ 25,904.25	16.44%
BANK SERVICE CHARGES	\$ -	\$ 99.57	\$ 366.10	\$ (366.10)	0.00%
POSTAGE	\$ 6,000.00	\$ -	\$ 9.68	\$ 5,990.32	0.16%
ELECTION EXPENSE	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
PAYROLL SERVICE	\$ 18,000.00	\$ 1,695.15	\$ 4,553.90	\$ 13,446.10	25.30%
OTHER	\$ 2,000.00	\$ -	\$ 73.85	\$ 1,926.15	3.69%
INSURANCE	\$ 60,000.00	\$ 55,647.94	\$ 55,787.94	\$ 4,212.06	92.98%
SECURITY	\$ 100,000.00	\$ 11,155.68	\$ 24,136.56	\$ 75,863.44	24.14%
PROFESSIONAL FEES	\$ 81,000.00	\$ 9,089.20	\$ 21,559.60	\$ 59,440.40	26.62%
STAFF DEVELOPMENT	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	0.00%
TOTAL GENERAL OPERATIONS	\$ 488,000.00	\$ 85,590.98	\$ 138,530.37	\$ 349,469.63	28.39%

SEE ACCOUNTANT'S REVIEW LETTER

HICKSVILLE PUBLIC LIBRARY
STATEMENT OF GOVERNMENTAL FUND EXPENDITURES AND BUDGETARY COMPARISON
GENERAL FUND
FOR THE 3 MONTHS ENDED SEPTEMBER 30, 2024

	2024-2025 BUDGET	SEPTEMBER 2024	TOTAL TO DATE	AVAILABLE BALANCE	% SPENT
BUILDING MAINTENANCE					
GAS & ELECTRICITY	\$ 130,000.00	\$ 10,756.57	\$ 31,223.69	\$ 98,776.31	24.02%
WATER	\$ 4,000.00	\$ -	\$ 250.40	\$ 3,749.60	6.26%
SUPPLIES	\$ 38,000.00	\$ 2,365.94	\$ 7,092.89	\$ 30,907.11	18.67%
REPAIRS/CLEANING	\$ 90,000.00	\$ 5,328.51	\$ 20,085.44	\$ 69,914.56	22.32%
LANDSCAPER	\$ 26,000.00	\$ -	\$ 3,420.00	\$ 22,580.00	13.15%
SNOW REMOVAL	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	0.00%
ALARM SYSTEM	\$ 18,000.00	\$ 1,044.87	\$ 7,089.87	\$ 10,910.13	39.39%
MAINTENANCE CONTRACTS	\$ 30,000.00	\$ 330.00	\$ 4,962.00	\$ 25,038.00	16.54%
EQUIPMENT RENTAL	\$ 22,000.00	\$ 2,325.80	\$ 5,962.68	\$ 16,037.32	27.10%
AUTO EXPENSE	\$ 2,400.00	\$ -	\$ 70.00	\$ 2,330.00	2.92%
OTHER OPERATING & MAINTENANCE	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
BUILDING MAINTENANCE - OTHER	\$ -	\$ -	\$ 98.78	\$ (98.78)	0.00%
TOTAL BUILDING MAINTENANCE	\$ 385,400.00	\$ 22,151.69	\$ 80,255.75	\$ 305,144.25	20.82%
TOTAL EXPENSES	\$ 5,408,000.00	\$ 356,811.27	\$ 1,215,159.81	\$ 4,192,840.19	22.47%

SEE ACCOUNTANT'S REVIEW LETTER

**HICKVILLE PUBLIC LIBRARY
TREASURER'S REPORT
FOR THE MONTH ENDED September 30, 2024**

COLLATERAL ANALYSIS

Bank Statement Balances - end of month

	First National	TD Bank
General Fund	113,487.78	(85,268.40)
Trust & Agency	-	16,226.70
Money Market	539,788.89	2,688,979.96
Capital MM	1,422,260.45	100,787.24
Capital	6,597.24	40,676.75
CDs	-	1,561,854.73
	<u>\$ 2,082,134.36</u>	<u>\$ 4,323,256.98</u>

TD Bank required Collateral	\$ 2,118,777.05	\$ 4,154,722.12
Collateral Held by 3rd Party - BNY Mellon	-	(4,154,722.12) **
Collateral Held by 3rd Party - M&T	(2,118,777.05) **	-
F.D.I.C. Insurance [\$250,000 per bank] - Interest Bearing	-	(250,000.00)
F.D.I.C. Insurance [\$250,000 per bank]	(250,000.00)	(250,000.00)
If this Line balance is negative COLLATERAL IS ADEQUATE	<u>\$ (250,000.00)</u>	<u>\$ (500,000.00)</u>

** Collateral Reports not received in time for the board meeting. Will confirm adequate collateral when statements arrive

SEE ACCOUNTANT'S REVIEW LETTER

**HICKVILLE PUBLIC LIBRARY
TREASURER'S REPORT
FOR THE MONTH ENDED August 31, 2024**

COLLATERAL ANALYSIS

Bank Statement Balances - end of month

	First National	TD Bank
General Fund	113,487.78	128,667.63
Trust & Agency	-	29,519.03
Money Market	538,055.65	2,508,983.67
Capital MM	1,452,633.68	100,544.12
Capital	24,616.84	40,578.63
CDs	-	1,557,373.23
	<u>\$ 2,128,793.95</u>	<u>\$ 4,365,666.31</u>

TD Bank required Collateral	\$ 2,166,369.83	\$ 4,197,979.64
Collateral Held by 3rd Party - BNY Mellon	-	(4,321,449.79)
Collateral Held by 3rd Party - M&T	(2,166,369.83) **	-
F.D.I.C. Insurance [\$250,000 per bank] - Interest Bearing	-	(250,000.00)
F.D.I.C. Insurance [\$250,000 per bank]	(250,000.00)	(250,000.00)
If this Line balance is negative COLLATERAL IS ADEQUATE	<u>\$ (250,000.00)</u>	<u>\$ (623,470.15)</u>

** Collateral Reports not received in time for the board meeting. Will confirm adequate collateral when statements arrive

SEE ACCOUNTANT'S REVIEW LETTER

HICKSVILLE PUBLIC LIBRARY
NOTES TO FINANCIAL STATEMENTS

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES

Budgetary Accounting: Formal budgetary accounting is employed as a management control of the general fund. Expenses are appropriated and compared to actual results in the report.

Use of Estimates: The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statement and the reported amounts of revenues and expenditures during the period. Actual results could differ from those estimates.

Management Focus, Basis of Accounting and Financial Statement Presentation:

Fund Financial Statements: Governmental fund financial statements are reported using the modified accrual basis of accounting prescribed by the Governmental Accounting Standards Board and the State of New York's Department of Audit and Control, Division of Municipal Affairs. Under this method, revenues are recognized in the period in which they become both measurable and available. The Library considers all revenues reported in the governmental funds to be available if the revenues are collected within a reasonable period of time after fiscal year end, except for real property taxes, which are considered to be available if they are collected within sixty days after the end of the fiscal year. Fees and other income items other than interest income are recorded when received in cash. Expenditures are recognized in the period in which the liability is incurred. However, debt service expenditures, if applicable are recorded only when a payment is due.

The Library reports on the following fund:

General Fund: This fund is established to account for resources devoted to the general services that the Library performs for its taxpayers. General tax revenues and other sources of revenues used to finance the fundamental operation of the Library are included in this fund.

Fund Balance Classifications: The Governmental Accounting Standards Board (GASB) issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions* that defines the different types of fund balances that a governmental entity must use for financial reporting purposes. They are as follows:

Nonspendable: This includes amounts that cannot be spent because they are either not in spendable form (i.e. inventories, prepaid expenses, etc.) or they are legally or contractually required to be maintained intact.

Restricted: This includes amounts with constraints placed on the use of resources. These constraints can be externally imposed by creditors, grantors, contributors, or imposed by laws and regulations.

HICKSVILLE PUBLIC LIBRARY
NOTES TO FINANCIAL STATEMENTS

Fund Balance classifications (Continued)

Committed: This includes amounts that can only be used for the specific purposes pursuant to constraints imposed by formal action of the Library's Board. Those committed amounts cannot be used for any other purpose unless the government removes or changes the specified use by taking the same type of action it employed to previously commit those amounts.

Assigned: This includes amounts that are constrained by the Library's intent to be used for specific purposes, but are neither restricted nor committed. The Library Board is not required to impose or remove the constraint. Assignments of fund balance cannot be made if it would result in a negative unassigned fund balance.

Unassigned: This includes the residual classification for the Library's general fund. This classification represents fund balance that has not been assigned to other funds, assigned for specific purposes, restricted, or committed.

HICKSVILLE PUBLIC LIBRARY
BALANCE SHEET
CAPITAL FUND
September 30, 2024

ASSETS

CASH		
TD BANK CHECKING	\$	40,676.75
MONEY MARKET	\$	100,787.24
PAYROLL	\$	(997.52)
FNBLI CHECKING	\$	6,597.27
MONEY MARKET	\$	<u>1,422,260.45</u>
TOTAL CASH		\$ 1,569,324.19
OTHER ASSETS		
DUE FROM GENERAL FUND	\$	<u>(116,621.73)</u>
TOTAL OTHER ASSETS		\$ (116,621.73)
FIXED ASSETS		
FURNITURE & FIXTURES	\$	<u>45,626.58</u>
TOTAL FIXED ASSETS		<u>\$ 45,626.58</u>
TOTAL ASSETS		<u><u>\$ 1,498,329.04</u></u>

LIABILITIES AND FUND BALANCE

LIABILITIES		
ACCOUNTS PAYABLE - AUDITOR	\$	11,116.00
DUE TO GENERAL FUND	\$	<u>34,350.00</u>
TOTAL LIABILITIES		\$ 45,466.00
FUND BALANCE		
UNAPPROPRIATED FUND BALANCE	\$	1,525,679.63
CURRENT PERIOD INCREASE	\$	<u>(72,816.59)</u>
TOTAL FUND BALANCE		<u>1,452,863.04</u>
TOTAL LIABILITIES AND FUND BALANCE		<u><u>\$ 1,498,329.04</u></u>

STATEMENT OF REVENUE AND EXPENSES

	SEPTEMBER 2024	TOTAL TO DATE 07/01/24-06/30/25
REVENUE		
INTEREST CAPITAL FUND	\$ 4,724.89	\$ 14,552.98
GRANT	\$ -	\$ -
CONSTRUCTION GRANTS	\$ -	\$ -
TOTAL REVENUES	<u>\$ 4,724.89</u>	<u>\$ 14,552.98</u>
EXPENSES		
CAPITAL IMPROVEMENT		
BUILDING - CRC	\$ 34,350.00	\$ 34,350.00
ROOF	\$ 22,197.07	\$ 22,197.07
FURNITURE & FIXTURES	\$ 12,022.50	\$ 12,022.50
ARCHITECTS	\$ 18,800.00	\$ 18,800.00
TOTAL EXPENSES	<u>\$ 87,369.57</u>	<u>\$ 87,369.57</u>
NET INCOME	<u>\$ (82,644.68)</u>	<u>\$ (72,816.59)</u>

SEE ACCOUNTANT'S REVIEW LETTER

BOARD OF TRUSTEES
HICKSVILLE PUBLIC LIBRARY
HICKSVILLE, NEW YORK 11801

REGULAR MEETING

WEDNESDAY, SEPTEMBER 11, 2024
ADMINISTRATION BUILDING
7:30 P.M.

CALL TO ORDER

The meeting of the Hicksville Public Library Board of Trustees was called to order by President Joanne Curran Perrucci at 7:31 pm. Those present were: Mrs. D'Antonio, Mr. Munozospina, Mrs. Guida, Mrs. Blitz, Ms. Acosta, Mr. Tenenbaum (counsel), Ms. Pichardo-Lloyd (treasurer), and Mrs. Kwas (recording secretary). Also present was Mr. Joe Gangemella.

PLEDGE OF ALLEGIANCE

DIRECTOR'S REPORT

Ms. Acosta informed the board that Debbie Kwas, Rajeetha Sunkari, Marie Sutton, and Amanda DeLisi have been working on the Community Garden which has been a huge success. Thanks to the Library's partnership with Maritza Quintero, Family Partnership Specialist at the Hicksville School District, we have been able to donate fresh vegetables and herbs to those in need in the community through the school district's food pantry. On dates when the food pantry was closed, baskets with the fresh produce were left out at the Circulation Desk for the community to take. The library received incredible feedback from our patrons as well as school administrators.

Staff training has continued over the summer through Robert Drake. The reports have shown that physical and digital checkouts have continued to climb through improvement of collection development and displays throughout the library.

Ms. Acosta attended a standout program through NLS titled "How to Analyze Your Space". Analytic techniques were introduced to help libraries better understand and optimize their spaces.

The Restroom Renovation Project came in higher than anticipated at \$285,000. Ms. Acosta has completed the NYS Construction Grant application and if awarded, Ms. Acosta said the library could receive up to \$152,400 which would cover 50% of the project costs.

The Children's Room Project was delayed until next week, but when completed Ms. Acosta will be having an opening party and invite families and Senator Blumencranz who gave the Library the bullet aid funds for the construction of the Interactive Family Room.

TREASURER'S REPORT

Ms. Pichardo-Lloyd presented her report to the board and pointed out the balance sheet and for the new fiscal year. She also mentioned that the auditors will be completing the audit for 2023 – 2024. Ms. Pichardo-Lloyd stated that the interest income had increased significantly but that they may start to come down so that it is important to budget conservatively. She also informed the board that a couple of the library's CD's had also recently rolled over.

The board had a question about a line item being over budget. Ms. Pichardo-Lloyd and Ms. Acosta said that the tickets may have accidentally gone into the museum pass budget, and will be looked into.

Mrs. Guida made the following motion:

BE IT RESOLVED, that the board approves the Treasurer's Report dated July 31, 2024. Mr. Munozospina seconded the motion and it was carried unanimously.

Mr. Munozospina made the following motion:

BE IT RESOLVED, that the board approves the Treasurer's Report dated August 31, 2024. Mrs. D'Antonio seconded the motion and it was carried unanimously.

LEGAL

APPROVAL OF MINUTES

Mrs. Guida made the following motion:

BE IT RESOLVED, that the board approves the minutes of the July 10, 2024 Reorganization board meeting as presented. Mrs. Curran Perrucci seconded the motion and it was carried unanimously.

Mrs. D'Antonio made the following motion:

BE IT RESOLVED, that the board approves the minutes of the July 10, 2024 Regular board meeting as presented. Mr. Munozospina seconded the motion and it was carried unanimously.

Mr. Munozospina made the following motion:

BE IT RESOLVED, that the board approves the minutes of the August 9, 2024 Special board meeting as presented. Mrs. D'Antonio seconded the motion and it was carried unanimously.

PETTY CASH

SECRETARY'S REPORT

Mrs. Blitz made the following motion:

BE IT RESOLVED, that the board authorizes the payment of Warrant #768 ending August 14, 2024 in the amount of \$357,618.91 including checks numbered 5456 through 5542, Utilities in the amount of \$8,900.16, Petty Cash in the amount of \$57.62 with a total amount of \$366,576.69 from the TD Bank demand account. Mrs. Curran Perrucci seconded the motion and it was carried unanimously.

Mrs. Blitz made the following motion:

BE IT RESOLVED, that the board authorizes the Payroll Warrant from the TD Bank of New York, Trust and Agency account with a monthly gross payroll of \$151,434.96, FICA and Medicare \$11,584.78, for a total of \$163,019.74 for the month ending July 31, 2024. Mrs. Curran Perrucci seconded the motion and it was carried unanimously.

Mrs. Blitz made the following motion:

BE IT RESOLVED, that the board authorizes the payment of Warrant #769 ending September 11, 2024 in the amount of \$80,556.41 including checks numbered 5543 through 5620, Utilities in the amount of \$10,927.23, Petty Cash in the amount of \$329.65 with a total amount of \$91,813.29 from the TD Bank demand account. Mrs. Curran Perrucci seconded the motion and it was carried unanimously.

Mrs. Blitz made the following motion:

BE IT RESOLVED, that the board authorizes the Payroll Warrant from the TD Bank of New York, Trust and Agency account with a monthly gross payroll of \$227,940.15, FICA and Medicare \$17,437.42, for a total of \$245,377.57 for the month ending August 31, 2024. Mrs. Guida seconded the motion and it was carried unanimously.

OLD BUSINESS

CORRESPONDENCE

A commendation letter from library patron Denise Fox about Mr. Dan Russ giving outstanding customer service as well as the library team was appreciated by the Library Board. Mrs. Curran Perrucci asked that the note be placed in Mrs. Russ's personnel file.

FYI

In the board packet the Board received the Board & Administration Contact Sheet, the Restroom Renovation Inspection Report, information about the Nassau County Legislative Breakfast, and an incident report dated July 10, 2024. Mrs. Curran Perrucci informed Ms. Acosta that she will attend the Legislative Breakfast.

NEW BUSINESS

Civil Service Payroll

Mrs. D'Antonio made the following motion:

BE IT RESOLVED, that the board approves the 2024 Civil Service payroll which was reviewed by the Board as presented. Mrs. Guida seconded the motion and it was carried unanimously.

Security Guard Proposals

The board tabled the motion until after executive session.

Discussion on allocation of a prospective donation

Ms. Acosta informed the board that a patron would like to donate \$500 in honor of her father who enjoyed visiting the Hicksville Public Library. Ms. Acosta suggested purchasing a piece of furniture being that furniture is being purchased for the Children's Room. Mrs. Curran Perrucci liked the idea of purchasing a chair for the Reading Nook and the board suggested a plaque could be put on it in honor of the patron's father.

VEEB Practical Nursing School Affiliation Agreement

Mrs. D'Antonio made the following motion:

BE IT RESOLVED, that the board approves the VEEB Practical Nursing School Affiliation Agreement for 2024 to 2025 as presented. Mrs. Guida seconded the motion and it was carried unanimously.

Ms. Acosta informed the board that Ms. Amanda DeLisi (the outreach librarian) has been giving presentations at the Nursing School to let the students know about services including online test prep software that the library can provide to them.

Utica National Insurance Group

Mrs. Curran Perrucci made the following motion:

BE IT RESOLVED, that the board approves Utica National Insurance Group's policies as presented: Commercial Package Policy in the amount of \$40,659.94 (prior year cost was \$41,049.13); and Auto Insurance in the amount of \$3,073.00 (prior year cost was \$3,112.00) for a total of \$43,732.94. * The rate for the Commercial Umbrella Policy is to be determined. Mr. Munozospina seconded the motion and it was carried unanimously.

COMMUNITY COMMENTS

PERSONNEL

1. Retirements:

Mrs. Guida made the following motion:

BE IT RESOLVED, that the board accepts the retirement of Deborah Kwas from the position of full -time Principal Library Clerk effective September 27, 2024.

Mrs. Curran Perrucci seconded the motion and it was carried unanimously.

2. Resignations: None

3. Appointments: None

4. Terminations: None

PROGRAM AND STAFF REPORTS

The board appreciated all the reports that were received.

EXECUTIVE SESSION

Ms. Pichardo-Lloyd and Mr. Gangemella exited as the board entered executive session.

Mrs. Guida made the following motion at 8:12 pm:

BE IT RESOLVED, that the meeting of the board of trustees move into executive session for the purpose of discussing a contract with a vendor and a personnel issue. Mrs. Curran Perrucci seconded the motion and it was carried unanimously.

Mrs. Guida made the following motion at 8:58 pm:

BE IT RESOLVED, that the meeting of the board of trustees move out of executive session. Mrs. Curran Perrucci seconded the motion and it was carried unanimously.

NEW BUSINESS

Security Guard Proposals

Mrs. Guida made the following motion:

BE IT RESOLVED, that the board approves Arrow Security's 2024-2025 renewal for security guard service at a regular hourly rate of \$30.48 (increase of .06 from prior year) and overtime/holiday hourly rate of \$42.67 (increase of .09 from prior year) subject to them approving the 60-day provision that the library is requesting. Mrs. Curran Perrucci seconded the motion and it was carried unanimously.

FUTURE BOARD MEETING

The next board meeting of the board of trustees will be held on Wednesday, October 9, 2024 at 7:30 pm.

Mr. Munozospina will be unable to attend the October meeting.

ADJOURNMENT

Mrs. Guida made the following motion:

BE IT RESOLVED, that the meeting of the board of trustees be adjourned at 9:00 pm. Mrs. Curran Perrucci seconded the motion and it was carried unanimously.

Respectfully submitted:

Deborah Kwas

NOT YET APPROVED

HICKSVILLE PUBLIC LIBRARY
OCTOBER 2024
SEPTEMBER 2024 PETTY CASH

September 21, 2024	SHANNON JAEGER - ITEMS FOR FAMILY DISNEY BINGO (CHILDREN'S)	\$30.00
September 25, 2024	JULIANA EASTMENT - POSTER BOARD FOR FALL FESTIVAL	\$12.92
	TOTAL:	<u>\$42.92</u>

**WARRANT #770
OUTSTANDING BILLS SEPTMEBR 30, 2024**

To the Treasurer of UNION FREE SCHOOL DISTRICT, NO 17, Hicksville, New York:

I hereby certify that the above claims numbered 5621 through 5693 in the amount of \$221,088.31, Utilities in the amount of \$11,488.68 and Petty Cash in the amount of \$42.92 from TD BANK DEMAND ACCOUNT in the total amount of \$232,619.91 and 1049 through 1052 from FIRST NATIONAL BANK CAPITAL ACCOUNT in the amount of \$53,019.57 were duly audited and ordered paid at a meeting of the Board of Trustees of the Hicksville Public Library held on WEDNESDAY, OCTOBER 9, 2024. You are hereby authorized and directed to pay the claimants certified above the amount of each claim allowed and charge the proper fund.

Secretary _____

Hicksville Public Library
Warrant #770
September 2024

General Warrant		
Checks	5621 - 5693	221,088.31
Utilities		11,488.68
Petty Cash		42.92
Total		232,619.91

Capital Warrant		
Checks	1049 - 1052	53,019.57

Motion Proposed by _____

Motion Seconded by _____

Motion Passed to Accept Yes No

Finance Officer: _____

Director: _____

	Type	Date	Num	Name	Account	Amount
Sep 24	Bill Pmt -Check	09/11/2024	5621	DAILY NEWS	1051 · TD Bank - Demand 8291	(76.00)
	Bill Pmt -Check	09/11/2024	5622	NYS EMPLOYEES HEALTH INS	1051 · TD Bank - Demand 8291	(87,955.07)
	Bill Pmt -Check	09/11/2024	5623	READY REFRESH BY NESTLE	1051 · TD Bank - Demand 8291	(83.90)
	Bill Pmt -Check	09/11/2024	5624	READY REFRESH BY NESTLE	1051 · TD Bank - Demand 8291	(58.93)
	Bill Pmt -Check	09/11/2024	5625	WHEN TO WORK, LLC	1051 · TD Bank - Demand 8291	(393.00)
	Bill Pmt -Check	09/12/2024	5626	MOBILE BEACON	1051 · TD Bank - Demand 8291	(480.00)
	Bill Pmt -Check	09/18/2024		NATIONAL GRID	1051 · TD Bank - Demand 8291	(97.17)
	Bill Pmt -Check	09/18/2024		NATIONAL GRID	1051 · TD Bank - Demand 8291	(22.34)
	General Journal	09/18/2024	2018-BKC-40	DEPARTMENT OF TAXATION AND FINANCE	1051 · TD Bank - Demand 8291	(902.13)
	Check	09/21/2024		Shannon Jaeger	1089 · Petty Cash Fund	(30.00)
	Bill Pmt -Check	09/24/2024		PSEGLI	1051 · TD Bank - Demand 8291	(10,293.16)
	Bill Pmt -Check	09/24/2024		PSEGLI	1051 · TD Bank - Demand 8291	(1,076.01)
	Check	09/25/2024		Juliana Eastment	1089 · Petty Cash Fund	(12.92)
	Bill Pmt -Check	09/27/2024	5627	AUTOMATIC DATA PROCESSING	1051 · TD Bank - Demand 8291	(1,695.15)
	Bill Pmt -Check	09/27/2024	5628	CABLEVISION	1051 · TD Bank - Demand 8291	(714.26)
	Bill Pmt -Check	09/27/2024	5629	GUARDIAN LIFE INS. CO.	1051 · TD Bank - Demand 8291	(487.50)
	Bill Pmt -Check	09/27/2024	5630	HARTFORD STEAM BOILER	1051 · TD Bank - Demand 8291	(330.00)
	Bill Pmt -Check	09/27/2024	5631	T-MOBILE	1051 · TD Bank - Demand 8291	(77.80)
	Bill	09/30/2024	0924	HICKSVILLE PUBLIC LIBRARY	1089 · Petty Cash Fund	42.92
	Bill Pmt -Check	09/30/2024	5632	A LIFETIME OF DANCE	1051 · TD Bank - Demand 8291	(600.00)
	Bill Pmt -Check	09/30/2024	5633	A TIME FOR KIDS, INC.	1051 · TD Bank - Demand 8291	(975.00)
	Bill Pmt -Check	09/30/2024	5634	AIMEE PICHARDO-LLOYD	1051 · TD Bank - Demand 8291	(1,350.00)
	Bill Pmt -Check	09/30/2024	5635	AMAZON BUSINESS	1051 · TD Bank - Demand 8291	(215.70)
	Bill Pmt -Check	09/30/2024	5636	APRIL L. EARLE	1051 · TD Bank - Demand 8291	(500.00)
	Bill Pmt -Check	09/30/2024	5637	ARROW SECURITY	1051 · TD Bank - Demand 8291	(11,155.68)
	Bill Pmt -Check	09/30/2024	5638	B&H	1051 · TD Bank - Demand 8291	(775.26)
	Bill Pmt -Check	09/30/2024	5639	BOTTO BROS. ACE HARDWARE	1051 · TD Bank - Demand 8291	(51.96)
	Bill Pmt -Check	09/30/2024	5640	BRODART CO. (BOOKS)	1051 · TD Bank - Demand 8291	(256.60)
	Bill Pmt -Check	09/30/2024	5641	CARR BUSINESS SYSTEMS	1051 · TD Bank - Demand 8291	(903.00)
	Bill Pmt -Check	09/30/2024	5642	CHECKMATE (MICHAEL CAPUTO)	1051 · TD Bank - Demand 8291	(500.00)
	Bill Pmt -Check	09/30/2024	5643	CSEA EMPLOYEE BENEFIT FUND	1051 · TD Bank - Demand 8291	(5,724.59)
	Bill Pmt -Check	09/30/2024	5644	ECO-PHOTO EXPLORERS	1051 · TD Bank - Demand 8291	(295.00)
	Bill Pmt -Check	09/30/2024	5645	ELECTRONIX SYSTEMS C.S.A. INC.	1051 · TD Bank - Demand 8291	(1,044.87)
	Bill Pmt -Check	09/30/2024	5646	ENVIROSCIENCE CONSULTANTS, INC.	1051 · TD Bank - Demand 8291	(6,444.00)
	Bill Pmt -Check	09/30/2024	5647	GOLDMAN BROS. INDUSTRIAL SUPPLY CO.	1051 · TD Bank - Demand 8291	(1,515.00)
	Bill Pmt -Check	09/30/2024	5648	GOVCONNECTION, INC.	1051 · TD Bank - Demand 8291	(9.84)
	Bill Pmt -Check	09/30/2024	5649	GRAINGER	1051 · TD Bank - Demand 8291	(434.95)
	Bill Pmt -Check	09/30/2024	5650	HELP CESSPOOL AND SEWER LLC	1051 · TD Bank - Demand 8291	(1,750.00)
	Bill Pmt -Check	09/30/2024	5651	HICKSVILLE PUBLIC LIBRARY	1051 · TD Bank - Demand 8291	(42.92)
	Bill Pmt -Check	09/30/2024	5652	HOOPLA	1051 · TD Bank - Demand 8291	(850.33)
	Bill Pmt -Check	09/30/2024	5653	INGRAM LIBRARY SERVICES	1051 · TD Bank - Demand 8291	(1,339.06)

Type	Date	Num	Name	Account	Amount
Bill Pmt -Check	09/30/2024	5654	ISLAND WIDE PIPE CLEANING	1051 · TD Bank - Demand 8291	(250.00)
Bill Pmt -Check	09/30/2024	5655	JAMES L. COLL	1051 · TD Bank - Demand 8291	(250.00)
Bill Pmt -Check	09/30/2024	5656	JASPAN SCHLESINGER NARENDRAN LLP	1051 · TD Bank - Demand 8291	(1,295.20)
Bill Pmt -Check	09/30/2024	5657	JERICO PUBLIC LIBRARY	1051 · TD Bank - Demand 8291	(1,145.00)
Bill Pmt -Check	09/30/2024	5658	JOLENE BARTEN-BOSNJAK	1051 · TD Bank - Demand 8291	(320.00)
Bill Pmt -Check	09/30/2024	5659	JOSEPH CILMI	1051 · TD Bank - Demand 8291	(420.00)
Bill Pmt -Check	09/30/2024	5660	JUMP FOR JOY, INC.	1051 · TD Bank - Demand 8291	(300.00)
Bill Pmt -Check	09/30/2024	5661	KANOPIY, INC.	1051 · TD Bank - Demand 8291	(132.00)
Bill Pmt -Check	09/30/2024	5662	KNOCKOUT PEST CONTROL, INC.	1051 · TD Bank - Demand 8291	(125.00)
Bill Pmt -Check	09/30/2024	5663	KNOCKOUT PEST CONTROL, INC.	1051 · TD Bank - Demand 8291	(75.00)
Bill Pmt -Check	09/30/2024	5664	KNOWBE4 INC.	1051 · TD Bank - Demand 8291	(1,609.72)
Bill Pmt -Check	09/30/2024	5665	LABELCITY, INC.	1051 · TD Bank - Demand 8291	(601.29)
Bill Pmt -Check	09/30/2024	5666	LEAF	1051 · TD Bank - Demand 8291	(199.00)
Bill Pmt -Check	09/30/2024	5667	LILRC	1051 · TD Bank - Demand 8291	(850.00)
Bill Pmt -Check	09/30/2024	5668	LINDA G. SICILIANO-CAFIERO	1051 · TD Bank - Demand 8291	(320.00)
Bill Pmt -Check	09/30/2024	5669	LONG ISLAND AQUARIUM	1051 · TD Bank - Demand 8291	(3,378.00)
Bill Pmt -Check	09/30/2024	5670	MACKENZIE NEW MEDIA, INC.	1051 · TD Bank - Demand 8291	(750.00)
Bill Pmt -Check	09/30/2024	5671	MINDY D. VASTA	1051 · TD Bank - Demand 8291	(330.00)
Bill Pmt -Check	09/30/2024	5672	NASSAU LIBRARY SYSTEM ILS SERVICES C	1051 · TD Bank - Demand 8291	(800.00)
Bill Pmt -Check	09/30/2024	5673	ORIENTAL TRADING COMPANY	1051 · TD Bank - Demand 8291	(44.98)
Bill Pmt -Check	09/30/2024	5674	OVERDRIVE, INC.	1051 · TD Bank - Demand 8291	(1,723.47)
Bill Pmt -Check	09/30/2024	5675	PARTY ART STUDIO	1051 · TD Bank - Demand 8291	(325.00)
Bill Pmt -Check	09/30/2024	5676	PITNEY BOWES	1051 · TD Bank - Demand 8291	(273.78)
Bill Pmt -Check	09/30/2024	5677	RAY BLOCK STATIONERY CO., INC.	1051 · TD Bank - Demand 8291	(249.95)
Bill Pmt -Check	09/30/2024	5678	ROBERT G. SCOTT	1051 · TD Bank - Demand 8291	(565.00)
Bill Pmt -Check	09/30/2024	5679	ROSEMARY ALGIOS	1051 · TD Bank - Demand 8291	(500.00)
Bill Pmt -Check	09/30/2024	5680	ROTTKAMP'S FOX HOLLOW FARM	1051 · TD Bank - Demand 8291	(646.00)
Bill Pmt -Check	09/30/2024	5681	SAV MOR MECHANICAL SERVICES, INC.	1051 · TD Bank - Demand 8291	(2,675.00)
Bill Pmt -Check	09/30/2024	5682	SENSORYEDGE	1051 · TD Bank - Demand 8291	(1,629.96)
Bill Pmt -Check	09/30/2024	5683	STEFANIE PERRETTA	1051 · TD Bank - Demand 8291	(360.00)
Bill Pmt -Check	09/30/2024	5684	TD CARD SERVICES	1051 · TD Bank - Demand 8291	(1,424.58)
Bill Pmt -Check	09/30/2024	5685	THOMAS KLISE/CRIMSON MULTIMEDIA	1051 · TD Bank - Demand 8291	(265.32)
Bill Pmt -Check	09/30/2024	5686	ULINE	1051 · TD Bank - Demand 8291	(81.51)
Bill Pmt -Check	09/30/2024	5687	UTICA NATIONAL INSURANCE GROUP	1051 · TD Bank - Demand 8291	(55,647.94)
Bill Pmt -Check	09/30/2024	5688	WELLS FARGO FINANCIAL LEASING, INC.	1051 · TD Bank - Demand 8291	(188.00)
Bill Pmt -Check	09/30/2024	5689	WELLS FARGO FINANCIAL LEASING, INC.	1051 · TD Bank - Demand 8291	(322.00)
Bill Pmt -Check	09/30/2024	5690	BAKER & TAYLOR BOOKS	1051 · TD Bank - Demand 8291	(9,477.50)
Bill Pmt -Check	09/30/2024	5691	CARR BUSINESS SYSTEMS	1051 · TD Bank - Demand 8291	(440.02)
Bill Pmt -Check	09/30/2024	5692	MORE CONSULTING CORP.	1051 · TD Bank - Demand 8291	(453.51)
Bill Pmt -Check	09/30/2024	5693	SHANTI WINTERGATE	1051 · TD Bank - Demand 8291	(700.00)
					(232,619.91)

Sep 24

Hicksville Public Library - Capital
Warrant #770
September 2024

Sep 24

Type	Date	Num	Name	Account	Amount
Bill Pmt -Check	09/05/2024	1049	MARK DESIGN STUDIOS ARCHITECTURE	1061 · First Natl of LI- 4950-Capital	18,800.00
Bill Pmt -Check	09/17/2024	1050	PROP & PAINT CREATIVE STUDIO LLC	1061 · First Natl of LI- 4950-Capital	11,022.50
Bill Pmt -Check	09/17/2024	1051	PROP & PAINT CREATIVE STUDIO LLC	1061 · First Natl of LI- 4950-Capital	1,000.00
Bill Pmt -Check	09/17/2024	1052	MORE CONSULTING CORP.	1061 · First Natl of LI- 4950-Capital	22,197.07
					<u>53,019.57</u>

**HICKSVILLE PUBLIC
LIBRARY**

PAYROLL WARRANT FOR MONTH
ENDING

9/30/2024

To the Treasurer of UNION FREE SCHOOL DISTRICT NO. 17, HICKSVILLE, N.Y.

I hereby certify that the Hicksville Public Library payroll from the
TD Bank of New York, Trust and Agency account were issued
for a monthly gross payroll of \$154,998.88
and employers share of FICA &
MEDICARE \$11,857.41

TOTAL \$166,856.29

Secretary _____

Date 10/9/2024

Nassau Library System

Proposed ILS & Associated Services Budget - 2025

This budget is for ILS & Associated Services as defined by the ILS & Associated Services Agreement signed by every participating library in 2018. More specifically, this budget covers the cost of the Integrated Library System (ILS), the online catalog, the fiber optic network for Participating Libraries, and the software (INN-Reach) that powers LILink. It also covers salaries and benefits of the NLS positions that work on these technology services.

This proposal consists of two documents: [1] Revenue & Expenses Budget for Calendar Year 2025, and [2] Participating Libraries Schedule of Fees.

In 2024, we negotiated contracts with Crown Castle & Lightpath for fiber optic internet lines, resulting in a 49% decrease to the costs of that service. We also released the Vega online catalog which includes new features such as predictive text, improved accessibility, Lexile/Reading level information and more. We arranged a KnowBe4 group buy for cybersecurity awareness training, decreased costs by using in house expertise over our prior network services provider, and hired a cybersecurity firm to assist us in keeping our data and network safe. Lastly, we negotiated a long-term licensing deal with Meraki which establishes both substantial discounts as well as locked-in prices for network licenses, allowing us to predict these ongoing expenses.

In 2025, we expect to release a new and updated consortium mobile app. We also expect to have an updated SMS notification service, a learning management system to better assist with Sierra/ILS training, and ongoing improvements to Vega. We intend to implement improved network and security devices across member library networks as part of an ongoing focus on safety and security.

Even with the many initiatives completed this year and those expected next year, we are extremely pleased to be able to show an overall budget decrease of 7.5%. This is the result of the aggressive fiber negotiations as well as the Meraki licensing deal which allow us to reduce contributions to the ILS Capital Fund to the minimum while still being prepared for unexpected maintenance and future upgrades. Due to varying usage factors – patron records, item records, transactions – libraries see variable increases/decreases to their individual charges, however, the largest decrease is with the Crown Castle/Fiber Optic line charges. Beginning January 1, 2025 these will decrease for all libraries, generally from \$800 to \$364 per month, resulting in a total net savings paid for ILS & Associates Services for all libraries.

The Participating Libraries Schedule of Fees lists the fees to be paid by each Participating Library for these services. ILS & Associated Services have always been provided on a cost recovery basis, with Participating Libraries paying proportionately based on usage factors. The same three usage factors that were used to calculate each Participating Library's share of the projected expenses for ILS & Associated Services for calendar year 2024 were used again for this proposed budget – patron records, item records, and circulation transactions.

Each Participating Library's share of the cost is based on the following formula:

<i>Number of Patron Records:</i>	<i>\$0.186 per record</i>	<i>[Based a three-year average]</i>
<i>Number of Item Records:</i>	<i>\$0.186 per record</i>	<i>[Based a three-year average]</i>
<i>Circulation Transactions:</i>	<i>\$0.186 per transaction</i>	<i>[Based a three-year average]</i>

Please note: individual libraries' fees may go up or down more than the overall budget increase based on their proportional usage of the ILS. Libraries that have experienced greater declines in circulation than other Participating Libraries as well as those who have engaged in more aggressive weeding of their collections and/or patron records have decreased their proportion of ILS usage and therefore have a proportionate decrease in their overall fees.

**Proposed 2025
ILS Associated Services Budget**

CODE	DESCRIPTION	PROPOSED 2025 Budget	AMENDED 2024 Budget	Proposed Budget Difference		NOTES
				\$	%	
Salaries						
60142-01	Full Time	\$ 551,800	\$ 538,175	\$ 13,625	2.5%	2025 salary increases subject to collective bargaining. Includes estimates for holiday coverage/limited unexpected overtime.
60142-02	Part Time	\$ -	\$ -	\$ -		
	Subtotal Salaries	\$ 551,800	\$ 538,175	\$ 13,625	2.5%	
Employee Benefits						
99010	NYS Retirement	\$ 89,943	\$ 70,400	\$ 19,543	27.8%	2025 costs are estimated.
99030	Social Security	\$ 42,300	\$ 42,900	\$ (600)	-1.4%	Payroll driven.
99040	Workers Compensation	\$ 1,900	\$ 1,545	\$ 355	23.0%	2025 costs are estimated.
99055	Disability Insurance	\$ 200	\$ 499	\$ (299)	-59.9%	2025 costs are estimated.
99060-01	Health Insurance	\$ 151,457	\$ 134,135	\$ 17,322	12.9%	2025 costs are estimated.
99060-02	Dental Insurance	\$ 4,390	\$ 4,510	\$ (120)	-2.7%	2025 costs are estimated.
9906003	Retiree Health Insurance	\$ 33,220	\$ 28,621	\$ 4,599	16.1%	Two retirees as of 2025
9906004	Medicare Part B Reimbursement	\$ 2,200	\$ 2,100	\$ 100	4.8%	One beneficiary as of 2025
	Subtotal Employee Benefits	\$ 325,610	\$ 284,710	\$ 40,900	14.4%	
	Total Personnel	\$ 877,410	\$ 822,885	\$ 54,526	6.6%	
Operating Expenses						
71410	Books and Subscriptions	\$ 100	\$ 100	\$ -	0.0%	
71411	Software / Licenses	\$ 5,500	\$ 5,500	\$ -	0.0%	Includes Fresh Desk ticket system, Office, Site 24x7, Antivirus, Zoho Vault, Tableau, Anydesk
72430-01	Office Supplies	\$ 300	\$ 800	\$ (500)	-62.5%	
72430-02	Library Mailers	\$ 1,000	\$ 600	\$ 400	66.7%	Ordered in bulk, used as needed. Moved to cheaper notice paper
72431	Telephone	\$ 1,200	\$ 1,200	\$ -	0.0%	Switched to VOIP in 2021
72433	Postage & Shipping	\$ 100	\$ 100	\$ -	0.0%	
72438	Professional Memberships	\$ 200	\$ 200	\$ -	0.0%	IUG (Innovative Users Group)
72454	Insurance	\$ 4,500	\$ 4,750	\$ (250)	-5.3%	Cybersecurity and insurance for leased equipment in Participating Libraries. Also for the proportion of NLS insurance that covers ILS & Associated Services equipment at the central site (which is less costly than a separate policy).
72435-01	Continuing Education	\$ 8,500	\$ 11,000	\$ (2,500)	-22.7%	Expected IUG & NYLA.
72437-02	Professional Services - Legal	\$ 500	\$ 1,000	\$ (500)	-50.0%	Legal fees ILS & Associated Services - generally contract evaluation.
72437-03	Professional Services - Audit/Fiscal	\$ 12,000	\$ 13,000	\$ (1,000)	-7.7%	Proportional share of NLS' audit costs for ILS & Associated Services
72437-04	Payroll Processing Service	\$ 825	\$ 1,000	\$ (175)	-17.5%	ILS & Associated Services portion of NLS payroll processing costs
72439-03	Notice Printer Lease/Maintenance	\$ 1,100	\$ 1,100	\$ -	0.0%	Transitioned to cheaper notice printer. Cost is for toner
72439-04	Copier Maintenance	\$ 250	\$ 800	\$ (550)	-68.8%	Fewer copies being printed
70203-03	Computer Equipment	\$ 2,000	\$ 3,000	\$ (1,000)	-33.3%	Computer equipment for central site staff. One replacement scheduled 2025
	Total Operating Expenses	\$ 38,075	\$ 44,150	\$ (6,075)	-13.8%	

**Proposed 2025
ILS Associated Services Budget**

CODE	DESCRIPTION	PROPOSED 2025 Budget	AMENDED 2024 Budget	Proposed Budget Difference		NOTES
				\$	%	
Purchased Services						
57100	Participating Library Fiber Circuits (Crown Castle)	\$ 231,504	\$ 294,436	\$ (62,932)	-21%	Crown Castle. Decreased cost negotiated beginning July 1st 2024. Not E-Rated
72431-02	Central Site Fiber Circuits	\$ 11,796	\$ 85,148	\$ (73,352)	-86%	(One Lightpath line, One Crown Castle) Contracts negotiated 2024. Offset by E-Rate
72431-03	Redundent Lines (Lightpath)	\$ 127,975	\$ 139,760	\$ (11,785)	-8%	Off-set by E-Rate reimbursement. Contract with Lightpath negotiated 2024
72439-02	Server Room Upkeep	\$ 2,500	\$ 2,500	\$ -	0%	First Tech (server room cleaning twice a year, \$1800), UPS Batteries.
72439-05	INN-Reach	\$ 75,646	\$ 73,443	\$ 2,203	3%	III Inn-Reach - Software that powers LILink
72439-06	Print & Time Management	\$ 9,750	\$ 9,750	\$ -	0%	Comprise (SAM) license. Moved to the cloud in 2021.
72439-07	Sierra Maintenance Renewal	\$ 738,219	\$ 670,214	\$ 68,005	10%	2.5% increase in new contract & first full year Vega catalog
72439-08	ILS Enhancements	\$ 36,000	\$ 32,600	\$ 3,400	10%	Patron Point. Newly includes SMS notices & estimated SMS charges
72439-09	Catalog Enhancements	\$ 10,000	\$ 25,000	\$ (15,000)	-60%	T5360 Reviews. Book covers dropped in 2024.
7243912	E-Commerce Processor Fees	\$ 42,000	\$ 42,533	\$ (533)	-	Payment processing costs for catalog e-commerce and self-check terminals
72439-10	ILS Network Equipment & Support	\$ 55,000	\$ 77,000	\$ (22,000)	-29%	NRI Secure as of mid 2024. Due to planned device replacement, we don't expect to need many spare devices for unexpected device failures
Total Purchased Services		\$ 1,340,390	\$ 1,452,384	\$ (111,994)	-7.7%	
Other						
9500000	Transfer to Capital Fund	\$ 500	\$ 123,938	\$ (123,438)	-99.6%	2022 saw the final payments on the De Lage Landen loan. E-rate reimbursements are routinely transferred to capital when received. 2025-2026 Sees the expected replacement of most network devices at a cost of ~\$400,000 and a new mobile app
Total Other		\$ 500	\$ 123,938	\$ (123,438)	-99.6%	
Grand Total		\$ 2,256,375	\$ 2,443,356	\$ (186,981)	-7.65%	

CODE	DESCRIPTION	PROPOSED 2025 Budget	AMENDED 2024 Budget	Proposed Budget Difference		NOTES
				\$	%	
41050	Usage Charge - Circulation	\$ 914,543	\$ 792,382	\$ 122,162	15.4%	2025 budget based on an average of 2021/2022/2023 Circulation
41060	Usage Charge - Patron Records	\$ 126,887	\$ 126,408	\$ 480	0.4%	2025 budget based on an average of patron record snapshots taken 2022/2023/2024
41070	Usage Charge - Item Records	\$ 916,956	\$ 998,538	\$ (81,583)	-8.2%	2025 budget based on an average of item record snapshots taken 2022/2023/2024
40100	Participating Libraries Fiber Circuits	\$ 231,504	\$ 460,800	\$ (229,296)	-49.8%	Crown Castle costs paid by Participating Libraries
40200	Acquisitions Maintenance	\$ 51,485	\$ 50,229	\$ 1,255.72	2.5%	26 libraries, 2.5% increase in 2024 III contract
40300	INN-Reach Fee for Non-ILS Services Libraries	\$ 15,000	\$ 15,000	\$ -	0.0%	Fee was set by the ILS & Associated Services Council; it matches SCLS fee.
40400	Sierra User Licenses	\$ -	\$ -	\$ -	0.0%	Placeholder budget line for licenses that may be purchased by participating libraries
Total ILS Revenue		\$ 2,256,375	\$ 2,443,356	\$ (186,982)	-7.65%	

2025 Proposed Schedule of Fees

ILS & Associated Services Budget

DATA PULLED	2024	2023	2022	Snapshots 9/1	2024	2023	2022	Snapshots 9/1	2023	2022	2021	Full Calendar Year	2025 Proposed	COST		
Library	ITEMS	ITEMS	ITEMS	ITEMS AVERAGE	PATRONS	PATRONS	PATRONS	PATRONS AVERAGE	CIRCS	CIRCS	CIRCS	CIRC AVERAGE	2023 FEES	2024 FEES	0.186 Per Factor	Acquisitions
BALDWIN	112801	131605	141352	128586	16363	16366	16041	16257	119581	113671	84235	105829	\$ 48,205.25	\$ 47,289.91	\$ 46,624.93	\$1,980.18
BAYVILLE	16876	18622	18622	17767	3758	3505	3355	3539	12198	26098	23767	20688	\$ 8,343.38	\$ 8,598.07	\$ 7,810.95	0
BELLMORE	68780	69984	70068	69611	7756	7413	7260	7476	61721	58173	50828	56907	\$ 23,523.67	\$ 24,337.24	\$ 24,922.95	0
BETHPAGE	99868	107507	114497	107291	13299	13685	12627	13204	90852	82192	74000	82348	\$ 37,584.05	\$ 37,961.82	\$ 37,728.67	\$1,980.18
EAST MEADOW	172464	179557	183618	178546	30680	28277	25573	28177	252128	217681	77972	182594	\$ 62,727.18	\$ 66,242.61	\$ 72,412.90	\$0
EAST ROCKAWAY	54927	55495	56744	55722	6018	6382	5949	6116	48013	50338	54603	50985	\$ 21,302.55	\$ 21,730.74	\$ 20,985.08	0
EAST WILLISTON	17008	17795	16711	17171	1180	1368	1344	1297	17628	16669	15818	16705	\$ 5,940.90	\$ 6,344.39	\$ 6,542.30	0
ELMONT	192874	198290	200343	197169	32247	31839	31087	31724	176590	138411	126219	147073	\$ 62,554.93	\$ 67,135.19	\$ 69,929.80	\$1,980.18
FARMINGDALE	118059	117592	118540	118064	28226	27076	25541	26948	130681	145526	113885	130031	\$ 46,674.23	\$ 49,631.66	\$ 51,157.81	0
FLORAL PARK	49202	56554	57261	54339	9139	9123	8822	9028	54647	53130	51875	53217	\$ 21,339.24	\$ 21,977.61	\$ 21,684.69	0
FRANKLIN SQUARE	108165	108351	118591	111702	10058	9858	8873	9596	137572	125326	97144	120014	\$ 41,789.04	\$ 43,836.52	\$ 44,884.16	\$0
FREEPORT	150138	157570	156810	154839	15545	21104	19753	18801	74754	58104	55370	62743	\$ 44,583.20	\$ 45,246.44	\$ 43,967.18	\$1,980.18
GARDEN CITY	106691	105929	112456	108359	13932	15338	14705	14658	131027	135139	140390	135519	\$ 50,240.35	\$ 49,453.50	\$ 48,087.63	\$1,980.18
GLEN COVE	54991	61777	63639	60136	10900	10505	9460	10288	67276	66235	59066	64192	\$ 25,668.64	\$ 25,379.90	\$ 25,038.64	\$1,980.18
GOLD COAST	34117	33938	33941	33999	7119	6744	6308	6724	45947	43004	42826	43926	\$ 15,420.78	\$ 15,463.70	\$ 15,744.53	\$1,980.18
HEMPSTEAD	203854	206006	208825	206228	18063	17975	17902	17980	33629	31474	19204	28102	\$ 46,484.12	\$ 48,403.68	\$ 46,929.78	\$1,980.18
HEWLETT	179420	178069	172390	176626	14919	14185	13288	14131	299727	184707	218449	234294	\$ 68,625.91	\$ 71,143.15	\$ 79,059.55	\$1,980.18
HICKSVILLE	115601	115268	117819	116229	24784	22992	21654	23143	84345	77375	79085	80268	\$ 47,564.69	\$ 44,296.85	\$ 40,853.23	\$1,980.18
HILLSIDE	118682	119266	121494	119814	12725	11932	11314	11990	106659	104226	73229	94705	\$ 37,372.40	\$ 39,831.22	\$ 42,130.67	\$1,980.18
ISLAND PARK	75298	75214	77427	75980	5066	5125	4765	4985	33106	30673	29568	31116	\$ 20,157.37	\$ 20,928.31	\$ 20,847.00	\$0
ISLAND TREES	52166	51776	49648	51197	7066	6637	8448	7384	44170	44389	32095	40218	\$ 17,575.22	\$ 17,687.80	\$ 18,376.49	0
LAKEVIEW	47338	49399	58287	51675	3004	3052	3015	3024	11090	8817	4525	8144	\$ 13,392.91	\$ 13,047.19	\$ 11,688.67	0
LEVITTOWN	216709	217697	224750	219719	30200	28183	25876	28086	187057	185423	183854	185445	\$ 77,901.25	\$ 80,473.77	\$ 80,584.44	\$1,980.18
LOCUST VALLEY	48421	52618	54647	51895	3368	3266	3040	3225	39460	31274	32635	34456	\$ 15,654.81	\$ 16,637.92	\$ 16,661.20	\$1,980.18
LONG BEACH	101837	118157	118554	112849	30812	28750	26900	28821	143564	138051	108653	130089	\$ 47,133.18	\$ 48,342.13	\$ 50,547.24	\$1,980.18
LYNBROOK	69832	74359	75003	73065	11047	11263	10289	10866	79125	72164	68987	73425	\$ 27,695.96	\$ 28,618.85	\$ 29,268.28	0
MALVERNE	47037	46553	45752	46447	4268	4257	3817	4114	42463	38981	32245	37896	\$ 14,736.96	\$ 15,799.62	\$ 16,453.13	0
MANHASSET	102957	105993	104601	104517	10052	10261	9441	9918	114679	99600	111276	108518	\$ 39,136.18	\$ 40,609.86	\$ 41,469.32	\$1,980.18
MASSAPEQUA	164963	162351	158317	161877	28292	27119	26017	27143	154352	179202	128588	154047	\$ 58,610.64	\$ 61,641.52	\$ 63,810.46	0
MERRICK	63545	61780	70302	65209	10963	11053	10357	10791	96057	88238	81092	88462	\$ 28,237.63	\$ 29,143.34	\$ 30,589.99	\$1,980.18
MINEOLA	67272	70672	73268	70404	8275	7396	7142	7604	60872	59140	58684	59565	\$ 25,121.41	\$ 25,927.14	\$ 25,588.70	0
NORTH BELLMORE	87157	89132	93923	90071	14294	14001	12985	13760	94980	93447	90666	93031	\$ 34,252.50	\$ 36,139.94	\$ 36,616.27	\$1,980.18
NORTH MERRICK	59206	62214	63893	61771	7714	7584	7136	7478	79430	66726	71419	72525	\$ 26,103.04	\$ 26,057.79	\$ 26,369.96	0
OCEANSIDE	100951	108944	122324	110740	24556	23058	21512	23042	227915	206095	220632	218214	\$ 65,548.67	\$ 65,402.29	\$ 65,471.19	0
OYSTER BAY	70504	78613	84265	77794	6570	6784	6404	6586	50101	48005	44682	47596	\$ 25,003.52	\$ 25,388.03	\$ 24,547.54	\$1,980.18
PENINSULA	104347	104186	105563	104699	15250	13971	12911	14044	341357	339323	258798	313159	\$ 67,018.57	\$ 72,621.84	\$ 80,333.77	\$1,980.18
PLAINEDGE	72147	102980	103846	92991	10657	10002	9278	9979	67979	63179	47858	59672	\$ 29,981.26	\$ 31,814.25	\$ 30,251.41	\$1,980.18
PLAINVIEW	156658	152090	151029	153259	24243	22851	21230	22775	236002	234684	187397	219361	\$ 64,925.67	\$ 69,387.11	\$ 73,543.41	\$1,980.18
PORT WASHINGTON	136041	136588	140848	137826	29400	28037	26325	27921	233576	234804	176497	214959	\$ 61,609.99	\$ 66,002.04	\$ 70,811.19	0
ROCKVILLE CENTRE	111612	112441	121587	115213	14036	14337	13706	14026	167605	158937	131389	152644	\$ 50,290.61	\$ 51,380.55	\$ 52,430.30	\$1,980.18
ROOSEVELT	72762	71659	71474	71965	7957	8252	7770	7993	16546	13835	8171	12851	\$ 16,952.70	\$ 17,534.47	\$ 17,262.41	\$1,980.18
ROSLYN	110076	113530	116042	113216	11950	11955	11328	11744	107720	125896	130375	121330	\$ 44,447.08	\$ 46,331.29	\$ 45,810.06	\$1,980.18
SEA CLIFF	19965	19987	20559	20170	3204	3078	2888	3057	22308	21288	19967	21188	\$ 8,021.50	\$ 8,097.96	\$ 8,261.13	0
SEAFORD	76734	78740	80524	78666	8285	8464	8153	8301	55798	52230	48026	52018	\$ 25,560.28	\$ 26,159.64	\$ 25,851.15	\$0
SHELTER ROCK	86278	85090	87143	86170	12800	11873	10504	11726	193433	185494	154203	177710	\$ 43,358.61	\$ 47,294.72	\$ 51,262.72	\$1,980.18
UNIONDALE	103472	103437	102922	103277	22689	21738	20849	21759	59607	56532	32499	49546	\$ 31,525.61	\$ 32,278.55	\$ 32,472.19	\$1,980.18
VALLEY STREAM	98136	98418	98713	98422	14430	14706	13902	14346	72757	64806	49947	62503	\$ 31,381.90	\$ 31,921.37	\$ 32,600.53	0
WANTAGH	60243	64761	79875	68293	10224	10281	9705	10070	76182	83571	81872	80542	\$ 31,743.00	\$ 31,697.64	\$ 29,556.27	0
WEST HEMPSTEAD	106984	109466	113733	110061	10060	10381	9694	10045	215862	189592	174672	193375	\$ 49,602.75	\$ 54,020.79	\$ 58,307.53	0
WESTBURY	91882	98216	99563	96554	23471	22619	22298	22796	72905	65574	57984	65488	\$ 34,480.32	\$ 34,283.34	\$ 34,379.74	0
WILLISTON PARK	21097	22335	21606	21679	3694	3779	3640	3704	23992	27473	31526	27664	\$ 10,652.76	\$ 10,352.29	\$ 9,866.80	0
	4778145	4937753	5073709	4929869	704608	689780	652181	682190	5367025	5034922	4348747	4916898	\$ 1,853,758.32	\$ 1,917,327.43	\$ 1,958,385.94	\$51,484.72



**RESOLUTION FOR BOARDS OF TRUSTEES
OF PARTICIPATING ILS & ASSOCIATED SERVICES LIBRARIES**

**Vote on the 2025 ILS & Associated Services Budget and/or appoint the Library Director
as the Library Board’s Representative to Vote on the budget.**

As per the Agreement for ILS & Associated Services signed by every Participating Library in 2018, the Nassau Library System (NLS) Board of Trustees seeks a recommendation on the 2025 ILS & Associated Services Budget and Participating Libraries Schedule of Fees.

Based on that agreement, NLS will hold a budget hearing for libraries to ask questions and supply comments. Votes for or against recommending the proposed budget must be transmitted to the Nassau Library System either at or prior to the ILS Advisory Council meeting on November 21st, 2024.

2024 Hearing & Voting Deadline Dates

October 29, 2024 at 7:00 PM VIRTUAL – Online Budget Hearing & Opportunity to Comment
<https://meet.goto.com/157726445>

November 21, 2024 at 9:30 AM – Deadline to vote to recommend this budget and schedule of fees to the NLS Board of Trustees. The voting representatives of Participating Libraries must submit said authorization before this date. Scanned resolutions can be emailed to rdrake@nassaulibrary.org.

In order to participate in the vote on the budget recommendation, we request that each Participating Library Board of Trustees pass the following motion. This motion must either be mailed or transmitted digitally to the Nassau Library System prior to November 21, 2024.

Motion for Participating Libraries

The Board of Trustees of the Hicksville Public Library [insert library name], upon due consideration of the proposed 2025 ILS & Associated Services Budget and Participating Libraries Schedule of Fees, hereby resolves to vote _____ [insert ‘in favor of’ or ‘against’] said recommended budget and schedule of fees and hereby appoints _____ [insert Individual’s name] to submit this authorization to NLS prior to **November 21st, 2024**.

Board President’s Signature

Joanne Curran Perrucci

Print Board President’s Name

October 9, 2024

Date

BILLING STATEMENT
ACCOUNT NUMBER: 204014281
AUTO - COMMERCIAL Policy - 5372331

POLICY NUMBER	BILLING PAY PLAN CODE	POLICY TERM OR ENDORSEMENT EFFECTIVE DATE	POLICY ACTIVITY	PREMIUM	PREMIUM PAID TO DATE	CURRENT POLICY BALANCE	MINIMUM DUE
5372331	A	09/01/2024-09/01/2025	AUTO - COMMERCIAL Renewal	\$3,073.00	\$0.00	\$3,073.00	
POLICY TOTAL						\$3,073.00	\$3,073.00

COMMERCIAL PACKAGE Policy - 5388699

POLICY NUMBER	BILLING PAY PLAN CODE	POLICY TERM OR ENDORSEMENT EFFECTIVE DATE	POLICY ACTIVITY	PREMIUM	PREMIUM PAID TO DATE	CURRENT POLICY BALANCE	MINIMUM DUE
5388699	A	09/01/2024-09/01/2025	COMMERCIAL PACKAGE Renewal	\$40,659.94	\$0.00	\$40,659.94	
POLICY TOTAL						\$40,659.94	\$40,659.94

COMMERCIAL UMBRELLA Policy - 5388700

POLICY NUMBER	BILLING PAY PLAN CODE	POLICY TERM OR ENDORSEMENT EFFECTIVE DATE	POLICY ACTIVITY	PREMIUM	PREMIUM PAID TO DATE	CURRENT POLICY BALANCE	MINIMUM DUE
5388700	A	09/01/2024-09/01/2025	COMMERCIAL UMBRELLA Renewal	\$11,915.00	\$0.00	\$11,915.00	
POLICY TOTAL						\$11,915.00	\$11,915.00

	CURRENT POLICY BALANCE	MINIMUM DUE
ACCOUNT TOTAL	\$55,647.94	\$55,647.94





EMERALD DOCUMENT IMAGING
100 MILBAR BOULEVARD
FARMINGDALE, NY 11735

12Ci

Standard Comprehensive Maintenance Agreement and/or Managed Print Services

Order Date: _____	Delivery Date: _____	Customer #: _____	Sales Rep: _____
Bill To: Hicksville Public Library	Telephone: 516-931-1417		
Address: 169 Jerusalem Ave	Email: _____		
City: Hicksville	Zip: 11801	Fax: _____	
Contact: DAN RUSS	Purchase Order #: _____		
Delivery Address: _____			
Billing Contact E-Mail: _____			

SCOPE OF WORK

Qty	Make	Model	Product No.	Description	Price
12	DESKTOPS				\$430
				Total monthly payment	\$430

Type of Sale (check one) FMV

COMPREHENSIVE MAINTENANCE

Service Contract	Amt :	Approval:	Type:
Maintenance Plans (Check one)			
Type C: Includes all maintenance, parts, labor, consumables and toner			
Type A: Includes all maintenance and parts (excludes consumables and toner)			
<input checked="" type="checkbox"/> Other: MANAGED PRINT FLAT RATE PROGRAM			

MANAGED PRINT SERVICES

BV Print Allowance:	B/W UNLIMITED	color UNLIMITED
Coverage Period:	Monthly <input checked="" type="checkbox"/> Quarterly _____	Annually _____ Term 36 mo Other _____
Overage rate:	B/W N/A	Color N/A Per page _____

Special Instructions:	LOCKED RATE FOR TERM OF AGREEMENT. 30 DAY CANCELLATION WITH WRITTEN NOTICE.
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Customer Acceptance:	Emerald Document Imaging Acceptance:
Signature: _____	Sales Rep: _____
Print Name: _____	Manager's Approval: _____
Title: _____	Title: _____
Date: _____	Date: _____

By the signature above, Customer agrees to Emerald's Standard Terms and Conditions



EMERALD DOCUMENT IMAGING

100 MILBAR BOULEVARD
FARMINGDALE, NY 11735

STANDARD TERMS AND CONDITIONS

This Agreement is being made between South Shore Business Solutions, Inc. DBA Emerald Document Imaging, ("EMERALD"), and the Customer, pursuant to the following Standard Terms & Conditions, for the Equipment identified on the first page of this Agreement.

1. **GOODS AND SERVICES PROVIDED** - EMERALD shall provide the following services:
 - a. Ongoing maintenance of all Equipment in good working order, according to EMERALD's usual service standards, including lubrication, cleaning, adjustments, and the replacement of parts which are unserviceable.
 - b. The unserviceability of parts will solely be determined by EMERALD and replaced on an exchange basis. Replaced parts will become the property of EMERALD.
 - c. On-site engineering improvements (retrofits) deemed mandatory by EMERALD.
 - d. Unscheduled repairs upon request by Customer during EMERALD normal working hours.
 - e. IT installation for two hours. Installation includes set-up of device onto customers' network, installation of print drivers, scan configuration and customize options for specific work flow.
 - f. Consumable Supplies as identified in the Scope of Work.
2. **GOODS AND SERVICES NOT INCLUDED** – EMERALD reserves the right to charge for the following services, if requested by Customer, at our normal and customary labor rate.
 - a. Paper and Staples
 - b. Optional retrofits.
 - c. Installation of accessories, attachments, software, devices or equipment, which was not provided by EMERALD.
 - d. Additional IT work.
 - e. Changes in relocation of equipment, customer network, computers, software applications, information systems and telephone equipment and/or service.
 - f. Any Performance of normal operator functions as described in the original equipment manufacturers (OEM) operator manuals.
3. **REPLACEMENT OF MACHINES AND ACCESSORIES** - If EMERALD, in its sole judgment, cannot maintain the equipment in good working order, EMERALD may replace the equipment with another unit in good working order of the same product designation subject to the following provisions:
 - a. EMERALD may replace the equipment, and or accessories, with the same model, or comparable equipment with similar capabilities and copy meter count. If a replacement unit is required, EMERALD will bear all equipment placement, removal and transportation charges, exclusive of excess rigging.
 - b. No additional warranties apply to the replacement unit. The replaced unit becomes the property of EMERALD. The replacement unit is provided to Customer free of liens or any other obligations.
 - c. Replacement of any equipment is contingent on a current maintenance contract that has been continuously in place from the commencement date of the agreement and all invoices must be current.
 - d. EMERALD may cancel any individual unit of equipment, regardless of it being included on a Comprehensive Maintenance Agreement with other equipment, if the equipment is more than six years old from the date of installation as a factory new unit, and in the sole opinion of EMERALD, can no longer be efficiently serviced or OEM replacement parts are no longer available. EMERALD will provide thirty (30) days advance written notice to Customer, and CMA pricing will be adjusted by EMERALD to fairly reflect removal of equipment from agreement.
4. **CUSTOMER ACKNOWLEDGMENTS**
 - a. Customer shall designate a key operator for each machine at each location. Customer should provide EMERALD with a complete listing of the key operators including machine serial number, location, and telephone number, prior to EMERALD beginning service.
 - b. Customer will provide proper space and environmental conditions as specified in the operator or technical manuals published by the manufacturer of the equipment.
 - c. Customer agrees to use a surge suppressor that meets or exceeds the recommended specification of the equipment manufacturer.
 - d. Customer is solely responsible for any services needed, due to customer abuse, recklessness, or neglect.
 - e. Customer is solely responsible for conditions arising from electrical circuitry, including but not limited to power surges.
 - f. EMERALD shall not be responsible for direct, incidental or consequential damages including, but not limited to, damages arising from the use or performance of the equipment or the loss of use of the equipment.
 - g. EMERALD shall not be responsible for failure of performance resulting from the equipment manufacturer failing to supply needed parts in a timely and reasonable manner.
 - h. If Customer makes an alteration, attaches a device, or utilizes a supply item that, in EMERALD's sole judgment increases the cost of Services, EMERALD will either propose an additional Service Charge or request that Equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within 15 days of such proposal or request, Customer does not remedy the problem or agree in writing to do so immediately, Customer shall be in default of its obligations to EMERALD. If EMERALD believes that an alteration, attachment, or supply item affects the safety of EMERALD personnel or Equipment users, EMERALD shall notify Customer of the problem and may withhold maintenance until the problem is remedied. Failure to notify Customer of a hazardous situation does not create any liability for EMERALD whatsoever. Withholding maintenance as described herein does not reduce Customer's charges or obligations.
5. **MANAGED PRINT SERVICES**
 - a. EMERALD will install Print Audit as a meter collection tool on the customer's network to capture periodic print usage. Submission of meter reads not on Print Audit must be provided by the customer within five days of the billing date or an estimation based on average print volume for the established period will be used for billing.
 - b. Customer will notify EMERALD if and additional print devices are added to the customer site that use the same supplies as covered under this contract. This device will be added to the contract with the current meter and billed at current contract rate.
 - c. EMERALD will not be responsible for data or productivity lost due to the servicing of contracted equipment caused by installation of software or peripheral computer equipment to the customers system.. Customer agrees EMERALD is not legally responsible and will not be held liable for the restoration of data or necessary repairs.
 - d. Customer shall submit true and accurate equipment meter readings to EMERALD for all equipment in any reasonable manner requested by EMERALD. If Customer fails to submit meter readings, EMERALD may estimate impression charges and invoice accordingly.
 - e. Base charges are billed in advance; overage charges will be billed quarterly. Payments are due upon receipt of invoice.
6. **AUTHORITY TO SIGN**
 - a. The parties warrant and represent that they have full power and authority to enter into this Agreement, and are under no disability or prohibition that would prevent the performance of the obligations hereunder.
 - b. The parties will not enter into any other agreements during the term of this agreement, which might materially interfere with the ability to perform their obligations hereunder.
 - c. The parties acknowledge that they may obtain independent legal counsel, regarding the rights and obligations of this agreement.
7. **FORCE MAJEURE** - In the event of a war, strike, riot, terrorist attack, epidemic, pandemic, plague, or any such "Act of God" including but not limited to hurricane, flood, earthquake, fire, virus, influenza, etc., which prevents us from fulfilling our obligations under the agreement, we will send you written notice that we are suspending our obligations under this agreement for the duration of the force majeure, and toll any expiration of the term of the agreement.
8. **ASSIGNMENT** – Neither party may assign this agreement in whole or in part without the express prior written consent of the other party, provided however, that either party upon written notice to the other may assign this agreement to any company or entity wholly controlled and/or owned by such party.
9. **BREACH**
 - a. No breach of this agreement shall be deemed material unless the party alleging such a breach shall have given written notice of said breach to the other party, via certified mail, return receipt requested, and such other party fails to cure such breach within thirty (30) days, after receipt of said notice.
 - b. Waiver of a breach of any provision of this agreement shall not be deemed or construed to be a waiver of any subsequent breach.
 - c. In the event EMERALD brings an action to enforce a breach of this agreement, it is mutually agreed that a reasonable attorneys fee is 33 1/3% (thirty-three and one-third percent) of the amount due and owing, with interest to be calculated and compounded at a rate of 1 ½% (one and one-half percent) per month, per annum.
 - d. EMERALD reserves the right to cancel any maintenance contract for non-payment after forty-five (45) days.
10. **VENUE AND JURISDICTION** - This agreement shall be construed in accordance with the Laws of New York State. The parties agree that in the event Customer wishes to enforce the terms of this Agreement, exclusive jurisdiction shall be fixed in the Supreme or District Court of Suffolk County, State of New York.
11. **CONSTRUCTION OF THIS AGREEMENT**
 - a. This agreement constitutes the entire understanding between the undersigned parties, and supersedes any and all previous agreements, whether written or oral.
 - b. Neither this agreement nor any provision herein may be renewed, extended, waived, amended, modified, canceled, terminated or otherwise changed or discharged except by an instrument in writing, signed by the parties.
 - c. The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement.
 - d. Whenever the text requires, the use of a singular number shall include the appropriate plural number as the text of the agreement may require, and vice versa.
 - e. All pronouns shall be deemed to be the masculine, feminine, neutral, singular, or plural as the identity of the person or persons may require.
 - f. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.
 - g. If any provision of this agreement is held void or unenforceable, it shall not affect the enforceability of any other term or condition in this agreement, and shall not void any liability of any party to this agreement.
 - h. A facsimile or electronic copy of this Agreement shall be deemed an original for all purposes, and may be signed in counterparts.



BILL TO			SALES & SERVICE AGREEMENT			SHIP TO		
CUSTOMER NAME HICKSVILLE PUBLIC LIBRARY			CUSTOMER NAME					
ADDRESS 169 JERUSALEM AVE			ADDRESS					
CITY, STATE ZIP HICKSVILLE, NY 11801-4919			CITY, STATE ZIP					
BILL TO CONTACT PERSON	BILL TO PHONE NUMBER	BILL TO EMAIL	SHIP TO CONTACT PERSON	SHIP TO PHONE NUMBER	SHIP TO EMAIL			
SALESPERSON Kevin Sweikata	CUSTOMER PURCHASE ORDER #	COMPANY REFERENCE # 20269012	SERVICE CONTRACT CONTRACT #	<input type="checkbox"/>	MPS CONTRACT CONTRACT #	<input checked="" type="checkbox"/> Replace	CN16291	
			SERVICE PAYMENT			MPS PAYMENT		
			N/A			\$436.50		
TERMS OF PAYMENT: NET TEN (10) DAYS FOR CASH SALE AND ALL OTHER INVOICES NET THIRTY (30) DAYS FROM DATE OF INVOICE								

QTY	MODEL/PRODUCT #	LOCATION	DESCRIPTION	SERVICE POOL	PRICE	TOTAL PRICE
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<input type="checkbox"/> SEE PRODUCT SCHEDULE (SCHEDULE A)		<input type="checkbox"/> SEE TRADE-IN EQUIPMENT / LEASE RETURN FORM		SUBTOTAL		-
				SPECIAL SERVICES FEES		
NOTE / ADJUSTMENT DETAILS The Service/MPS Escalation Rate is 10%.				OTHER ADJUSTMENTS		
CONTRACT TYPE			EFFECTIVE DATES			TRANSACTION TYPE
<input type="checkbox"/> CASH SALE	<input type="checkbox"/> RENTAL	TERM IN MONTHS	36 Months	Actual start date based on delivery or lease commencement.		
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> MAINTENANCE ONLY	PROPOSED START DATE				
CONTRACT TERMS					NOTES	
<input checked="" type="checkbox"/> SERVICE	<input checked="" type="checkbox"/> MPS	All parts, labor, drums and supplies; excluding paper and staples				
<input type="checkbox"/>		All parts and labor, including drums; excluding supplies, paper, and staples				
<input type="checkbox"/>	<input type="checkbox"/>	Includes other (indicate)				

CONTRACT RATES			INCLUDED IN LEASE PAYMENT				SERVICE		MPS
POOL #	BW VOL.	BW OVG. RATE	CLR VOL.	CLR OVG. RATE	CLR XL VOL.	CLR XL OVG. RATE	PAYMENT	BASE FRQNCY	OVG. FRQNCY
MPS	8,000	\$0.01800	2,250	\$0.13000	n/a	n/a	Included in MPS Payment	Monthly	Quarterly

REMOTE SERVICE TECHNOLOGY	<input checked="" type="checkbox"/>	XDA/XDM	<input type="checkbox"/>	FM AUDIT	<input type="checkbox"/>	DECLINE	PRIMARY METER CONTACT		
TECHNOLOGY CONTACT PERSON	TECH PHONE #		TECH EMAIL		METER CONTACT PERSON	METER PHONE #	METER EMAIL		
DAN RUSS	516-931-1417 EXT 115		DRUSS@HICKSVILLELIBRARY.ORG		DAN RUSS	516-931-1417 EXT 115	DRUSS@HICKSVILLELIBRARY.ORG		

Company will install an app to automatically collect device meters for contract billing and automated supply replenishment. Company will charge a fee per machine per overage billing cycle should customer decline meter and supply technology app installation.

QTY	MODEL / PRODUCT #	SOFTWARE & DESCRIPTION	<input type="checkbox"/>	SEE SOW FOR DETAILS	TOTAL PRICE
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CUSTOMER ACCEPTANCE	
<i>By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.</i>	
AUTHORIZED CUSTOMER SIGNATURE:	TITLE:
SIGNER'S NAME (PRINTED):	DATE:
COMPANY SALES:	DATE:

1. **Definitions.** The first page of this Sales Order/Service Agreement is referred to herein as the "Cover Page." The Cover Page and these Terms and Conditions, along with a listing of additional products on Product Schedule (if attached), and or any other attachments referenced on the Cover Page represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and the Service for such Products. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on Product Schedule.
2. **Scope.** This Agreement may be executed for:
 - a) A **SALE** of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery; or
 - b) A **LEASE** of Products. If a LEASE, Customer will execute a separate lease agreement with a third party lessor which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between Customer and a third-party lessor. Company will not be a party to the lease. Upon execution of a lease agreement between Customer and third-party lessor, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease; or
 - c) A **RENTAL** of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with the Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term.
3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges.
4. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.
5. **Meter; Electric Services.** Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you are unable to maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected

Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, the contract is subject to the manual meter collection fee outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.

6. **Additions and Modifications.** If, at any time during the Term, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, the customer must work with us to resolve the issue as soon as possible.

7. **Term and Payment.** Unless notified in writing sixty (60) days prior to the expiration of the Term, this Agreement shall automatically renew for 12 months. Each party reserves the right to terminate this Agreement upon thirty days written notice to the other party. In the event of termination of the Agreement, the Customer's only responsibility shall be to pay for unpaid services performed and authorized costs incurred by the Company prior to the effective date of the termination. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the service fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance. In addition, Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or \$25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 20%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.

8. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.

9. **Applicable Laws.** Both Parties agree that they will comply with all applicable laws and regulations during the Term.

10. **Limited License to Use Software.** Company grants (and is authorized by its licensor's to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

11. **Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow

Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

12. **Software Support.** Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases.

Initials

13. INTELLECTUAL PROPERTY.

- a. **CUSTOMER'S CONTENT AND CUSTOMER ASSETS.** Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
- b. **XEROX TOOLS.** "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a Statement of Work (SOW) where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.
- c. **LIMITED LICENSE TO ASSESSMENTS AND REPORTS.** Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
- d. **NO GRANTS TO CUSTOMER.** Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.
14. **CONFIDENTIAL INFORMATION.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.
15. **Warranty.** Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
16. **LIMITATION OF LIABILITY.** IN NO EVENT, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER COMPANY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR SERVICES UNDER THIS AGREEMENT BY CUSTOMER TO COMPANY DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
17. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
18. **Assignment.** Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
19. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to Customer shall be effective two days after it has been sent via overnight courier.
20. **Indemnification.** Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.
21. **Fax/Electronic Execution.** A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
22. **Warranty to Execute.** Each party represents and warrants to the other, as an essential part of this Agreement, that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.
23. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of NY (without regard to the conflict of laws or principles of such states); (b) Jury Trial. CUSTOMER EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.

Initials

This breakdown includes each model to the toners that unit takes, the cdw part number that equates to it, and the cost for each toner. Also added is a rough breakdown of that cost as a cost per page/cost per image to compare to other quotes. Finally, included is the "PSP+" option for service/maintenance coverage for those units.

Brand	Model	Type	Toners	Color	CDW Edc	Cost to Hicksville	Toner Yield	CPI/CPP	"PSP+"	ala Cart Service
HP	M281fdw	High Capacity	CF500X	Black	4798789	\$ 75.68	3200	\$ 0.0237	\$	148.84
		High Capacity	CF501X	Cyan	4798790	\$ 79.50	2500	\$ 0.0318		
		High Capacity	CF503X	Magenta	4798795	\$ 79.50	2500	\$ 0.0318		
		High Capacity	CF502X	Yellow	4798794	\$ 79.50	2500	\$ 0.0318		
HP	M283fdw	High Capacity	W2110X	Black	5968863	\$ 74.20	3150	\$ 0.0236	\$	148.84
		High Capacity	W2111X	Cyan	5968865	\$ 78.07	2450	\$ 0.0319		
		High Capacity	W2113X	Magenta	5968869	\$ 78.07	2450	\$ 0.0319		
		High Capacity	W2112X	Yellow	5968867	\$ 78.07	2450	\$ 0.0319		
HP	M401n	High Capacity	CF280XC	Black	3551481	\$ 143.93	6900	\$ 0.0209	\$	139.54
HP	M404dw	High Capacity	CF258XC	Black	5774296	\$ 163.16	10000	\$ 0.0163	\$	148.84
HP	M451dn	High Capacity	CE410XC	Black	3464591	\$ 86.18	4000	\$ 0.0215	\$	139.54
		High Capacity	CE411AC	Cyan	3460629	\$ 99.09	2600	\$ 0.0381		
		High Capacity	CE413AC	Magenta	3460655	\$ 99.09	2600	\$ 0.0381		
		High Capacity	CE412AC	Yellow	3460647	\$ 99.09	2600	\$ 0.0381		
HP	M477fnw	High Capacity	CF410XC	Black	4377873	\$ 117.08	6500	\$ 0.0180	\$	148.84
		High Capacity	CF411XC	Cyan	4377878	\$ 154.88	5000	\$ 0.0310		
		High Capacity	CF413XC	Magenta	4377883	\$ 154.88	5000	\$ 0.0310		
		High Capacity	CF412XC	Yellow	4377881	\$ 154.88	5000	\$ 0.0310		
HP	M570dn	High Capacity	CE400YC	Black	3764359	\$ 184.04	11000	\$ 0.0167	\$	195.35
		High Capacity	CE401YC	Cyan	3764363	\$ 253.50	6000	\$ 0.0422		
		High Capacity	CE403YC	Magenta	3764373	\$ 253.50	6000	\$ 0.0422		
		High Capacity	CE402YC	Yellow	3764367	\$ 253.50	6000	\$ 0.0422		
HP	P2055dn	High Capacity	CE505XC	Black	2626049	\$ 132.93	6500	\$ 0.0205	\$	155.04
HP	P3015	High Capacity	CE255XC	Black	3551429	\$ 183.70	12500	\$ 0.0147	\$	133.34
Xerox	C405/DN	X-Tra Hi Cap	106R03524	Black	4487954	\$ 193.37	10500	\$ 0.0184	\$	177.25
		X-Tra Hi Cap	106R03526	Cyan	4487970	\$ 296.74	8000	\$ 0.0371		
		X-Tra Hi Cap	106R03527	Magenta	4487975	\$ 296.74	8000	\$ 0.0371		
		X-Tra Hi Cap	106R03525	Yellow	4487962	\$ 296.74	8000	\$ 0.0371		