

**PORT JERVIS FREE LIBRARY
BOARD OF TRUSTEES
AGENDA
July 15, 2025 @ 10:15am**

I Call to Order / Pledge of Allegiance

II Public Comment – Agenda Items Only

III Minutes: Approve- Meeting of May 20, 2025; Special Meeting of May 22, 2025 (Budget Hearing); Regular meeting of June 17, 2025, & the Reorganization Meeting of July 1, 2025.

IV Approval of Statistics, Financial reports, and Bills
-To include June Financial report

V Director Report: to include approval of report given at the June 17th meeting

VI Action Items for Consideration:

Adoption of Bylaws

Approval of Treasurer Agreement

Approval to receive construction grant matching funds from RCLS

Approve modification of 2024-2025 budget to reflect unspent funds

Appoint Part time Library Clerk

VII Old Business:

-Strategic Plan

-Staffing

VIII New Business:

-Unspent funds from previous budget.

-RCLS construction grant: for security camera bid and phones

IX. Public Comment – This will exclude any comment on any issue involving a specific employee as this must be done in executive session.
(As stated in the Patron Complaint Policy)

X Adjournment: Next regular meeting August 12, 2025 @ 6 PM

Minutes of the Port Jervis Free Library Board of Trustees
July 1, 2025 – Reorganization Meeting
10:15 a.m.

Present: Carl Hendrick, Curran Koehler, Valerie Maginsky, Liz Miller, Dick Roberts
Excused: Dolores Carnosa

I Call to Order/Pledge of Allegiance

The meeting was called to order at 10:15 a.m. followed by the Pledge of Allegiance.

II Public Comment – agenda items only

Neither Board members will engage in dialogue with a speaker, other than they may thank each speaker. There was no public comment.

III Swearing in

Carl administered the Oath of Office to Elizabeth Miller, trustee

IV New Business

Dick made a motion, seconded by Valerie, to approve the absences of Dolores Carnosa on June 17, June 25 and July 1, 2025, accepted as satisfactory. If any trustee shall fail to attend three consecutive meetings without excuse accepted as satisfactory by the trustees, he shall be deemed to have resigned. Dolores has been hospitalized since attending the Budget Hearing on May 22. Unanimously approved.

V Reorganization

Dick made a motion, seconded by Liz, to reappoint Carl Hendrick as President. Unanimously passed.

Dick made a motion, seconded by Liz, to appoint Valerie Maginsky as Vice President. Unanimously passed.

Carl made a motion, seconded by Dick, to reappoint Liz Miller as Financial Officer. Unanimously passed.

Valerie made a motion, seconded by Dick, to reappoint Dolores Carnosa as Secretary. Unanimously passed.

VI Public Comment – This will exclude any comment on any issue involving a specific employee as this must be done in executive session. (As stated in the Patron Complaint Policy)
There was no public comment.

VII Adjournment -- *Valerie made a motion, seconded by Dick, to adjourn the meeting at 10:27 a.m.*

Next Meeting- July 15, 2025@ 10:15am

Respectfully Submitted,
Susan Wade, Board Clerk

Minutes of the Port Jervis Free Library Board of Trustees

June 17, 2025

10:15 a.m.

Present: Carl Hendrick, Curran Koehler, Valerie Maginsky, Dick Roberts

(Dolores Carnosa was excused due to medical issue; Liz Miller excused due to work conflict)

I Call to Order/Pledge of Allegiance - The meeting was called to order at 10:15 a.m.

II Public Comment - agenda

- Support expressed for the Library and Director.
- Statement that three board members in attendance does not constitute a forum so business cannot be discussed. (After the meeting it was clarified that three of five members present, or 60%, does constitute a majority.)

III Minutes (Attachment 1A-B)

The minutes from the May 20, 2025 regular meeting and the May 22, 2025 budget hearing meeting were made available. No vote was taken to approve.

IV Correspondence – none

V Approval of Statistics and Financial Reports (Attachment 3A-G)

The financial statements were not reviewed.

VI Director's Report (Attachment 4A-B)

- A part-time position is expected to be filled by end of month.
- There has been no response from the Civil Service office regarding full-time position.
- Employee #18 has announced intention to retire in July.
- A quote on a radiator fix is being created.
- George Cheshire will install the new water fountain/dispenser.
- A security camera quote was sent to the Board. RFP bids will be presented at the regular July board meeting.
- Ralph wants to schedule another trash pick-up.
- The gutters have been cleaned.
- The Director and George Ballas will be meeting to finalize the Policy Manual; the document will be presented for approval at the July regular Board meeting.
- The By-laws are with the Bachman attorneys.
- The disability insurance policy has been brought up to date.
- A quote for Directors & Officers insurance will be prepared by the next Board meeting.
- Belsito will have the final website format available by the end of June.
- A MOU with the Friends group will be circulated.

- The Director will attempt to include the additional security cameras and new phone system as part of a grant request.
- The Director will include the carpet replacement and electrical outlet plates (in lieu of sockets) into the DASNY grant.
- The Director will be on vacation July 2 through July 7.
- No vote was taken to approve the Directors report.

VII Unfinished Business (Attachment 5A-C)

- The Director reviewed his proposed modifications to the 2025-26 budget, which eliminates proposed withdrawals from the Fund Balance and redistributes amounts allocated to various expense line items. He stated that he had consulted with Stephen Hoefel from RCLS regarding the changes. Valerie stated that her preference would be to leave the budget as approved with the understanding the Board has heard from the public and Director and has agreed to move funds between the expense item lines and needed and approved by the Board.
- A Strategic Plan Committee Zoom meeting was held on June 9 and will be held on June 25 at 10:30 a.m.
- The Director search proposal was discontinued on May 22.

VIII New Business -- none

IX Public Comment

- The Community wants another time for Board meetings to be established after regular working hours.
- The budget can be recast any time after approval.
- The Board is not acting in accordance with the By-laws and has not earned the trust to administer funds properly.
- Zoom meetings keep the public out of the loop. Director is asked to respond about the reason for Zoom meetings.
- The budget changes should have been approved. Have any legal services been retained for anything of a personal nature.

X Next Meeting

- The next regularly scheduled meeting will take place Tuesday, July 15, 2025 at 10:15 a.m.
- A Strategic Plan Committee workshop will be held on Thursday June 25, 2025 at 10:30 a.m.
- A Reorganization meeting will be held on July 1, 2025 at noon.

XI Adjournment – The meeting was concluded at 10:52 a.m.

Respectfully Submitted,

Susan Wade, Board Clerk

Minutes of the Port Jervis Free Library Board of Trustees
Budget Hearing
May 22, 2025
6:00 PM

Present: Dolores Carnosa, Carl Hendrick, Curran Koehler, Valerie Maginsky, Dick Roberts (Liz Miller was excused)

I Call to Order/Pledge of Allegiance - The meeting was called to order at 6:01 PM.

II Public Comment - agenda
none

III New Business – Budget Hearing

A special information meeting to consider the Library Tax Levy Proposition for the fiscal year July 1, 2025 – June 30, 2026.

47 signed up to speak.

Comments were:

- Security is not necessary. Director does not think it is necessary at this time. Dick said that if it becomes an issue to advise the Board immediately. Valerie stated that some patrons and staff have stated to her that they feel unsafe.
- Who created the budget. Professional services budget is the highest in Orange County, and doesn't include bookkeeping fees.
- A library staff member threw a chair and was kept on. Should sleeping in the library be prohibited.
- Public trust has been decimated, want to see it restored, will require a level of transparency, there are ongoing issues, continuing issue with a staff member.
- Was Liz Miller appointed to a term exceeding the legal length of term. Speaker is subjecting the issue to legal review.
- The bookkeeper drafted the budget—Director is to prepare in consultation with the Board, Board is to oversee. Budget should be in alignment with community needs. Director's voice should be primary as he oversees day-to-day operations. FOIL requests are not complicated and should not require legal counsel input.
- Lack of transparency creates tension; not saying speaker does not want security. Why spending on a search and why unhappy with current Director. Frustrated by lack of candor. Director says he is not aware of what the issues are.
- Have served on two different library boards – is security still in the budget; overpaying for legal and bookkeeping services.
- Lots of energy since current Director has been hired. Everyone deserves a chance to prove themselves.

- Are attorneys on retainer or paid hourly. Who would take the position when prior two Directors have left. Bookkeeper is part-time, why compare to full-time compensation package.
- How many times have police been called to the Library; approximately every other month, less than a minute to respond. (Note: Board stated that Security line item will be taken out of budget.) Why was a full-time employee placed on administrative leave for 11 weeks.
- Staff are trained to look at security cameras—anyone saying otherwise either does not know what it going on or is lying. Board ignores employee input. Board should not be contacting employees directly. All five Board members should resign.
- Should consult with a fire suppression consultant; questioned legal standings of making appointments; current by-laws and charter don't protect trustees. There should have been two elections in the year following Liz Miller's appointment. A complaint has been filed with the Ethics Department. Call for Board to resign and have Regents appoint a Board.
- Added security can do nothing. What is the Director's resume. There is a community feel and acceptance for disabled child.
- Concern about vague laws and policies. Demand resignation of any Board members not legally seated. Have had issues with current Director. Board has tried to make meetings more ADA compliant.
- Bookkeeper amount of compensation too high. Budget doesn't look professional. Staff can take care of any issues – security is not needed. Phone services and subscriptions costs are high. (Director is looking into a new phone system.) Community likes what is going on with the Director.
- Security personnel is not needed but additional cameras are needed both inside and outside of the building. Paying for Board reporting is double-dipping by the bookkeeper.
- Are people thrown out for loitering or sleeping. Bookkeeper salary too high.
- Can budget line items change.
- Board meeting times should change to evening.

X Next Meeting

The next regularly scheduled meeting will take place Tuesday, June 17, 2025 at 10:15 a.m.

XI Adjournment – *Dick made a motion, seconded by Dolores, to adjourn the meeting at 7:46 PM. Unanimously passed.*

Respectfully Submitted,

Susan Wade, Board Secretary

Minutes of the Port Jervis Free Library Board of Trustees

May 20, 2025

10:15 a.m.

Present: Dolores Carnosa, Carl Hendrick, Curran Koehler, Valerie Maginsky, Liz Miller, Dick Roberts (Valerie Maginsky joined the meeting after it began)

I Call to Order/Pledge of Allegiance - The meeting was called to order at 10:18 a.m.

II Public Comment - agenda

- How does the board secretary submit minutes to a meeting not attended.
- Does the Board or the Director create the budget.
- Hiring of security is a waste of money.

III Minutes (Attachment 1A-C)

- *Liz made a motion, seconded by Dolores, to approve the minutes of the April 15, 2025 meeting. Dolores, Carl and Liz voted in the affirmative. Dick abstained as he was not present at the meeting; Valerie was not present at the time of the vote.*
- *Liz made a motion, seconded by Dick, to approve the minutes of the May 7, 2025 meeting. Carl, Liz and Dick voted in the affirmative. Dolores abstained as she was not present at the meeting; Valerie was not present at the time of the vote.*
- *Dick made a motion, seconded by Valerie, to approve the minutes of the May 15, 2025 meeting. Carl, Valerie and Dick voted in the affirmative. Dolores and Liz abstained as they were not present at the meeting.*

IV Correspondence – (Attachment 2) – Connie Treuting read a letter from FLEA in support of the Director.

V Approval of Statistics and Financial Reports (Attachment 3A-G)

Dolores made a motion, seconded by Dick, to approve the statistics, financial reports and bills as presented. Unanimously passed (Valerie was not present for the vote).

VI Director's Report (Attachment 4A-B)

- The Board members acknowledged receipt of Curran's response to the Director review.
- Katherine Hemsley has accepted a part-time position with the Library. An interview with another potential part-time employee is scheduled for Wednesday of this week.
- Curran will recommend two current staff members for full-time positions. One of the individuals will need to take the Civil Service test. He will see whether Civil Service will clear such action and whether there is an existing list.
- A half-day staff training day is scheduled for May 23 from 9 a.m. to 1 PM. The Library will then open to the public at 2:00 PM.
- George Cheshire and Ralph are currently checking radiator prices.

- Curran will continue to visit other libraries to examine their security practices, stating that he's not sure whether the same levels of security are needed at the Library. He will update an RFP so that the process won't be delayed when a determination is made, as it is a 60-day process.
- The Policies and By-laws documents are still with the respective attorneys Greenwald and Bachman. The documents are expected at the next regular meeting.
- The website changes are with the designers.
- The Friends will be funding a new refrigerator. A Memorandum of Understanding is being written.
- The Artful Gardeners work will start soon.
- The DASNY grant for \$50,000 is still outstanding. Curran will get with Stephen Hoefler from RCLS to get the specifics regarding the funds' use. The plan is to use the funds for new carpeting and electrical/technical work. A plan will be submitted at the June meeting. The grant will likely need to be amended or rewritten.
- *Dick made a motion, seconded by Dolores, to approve the Directors Report. Unanimously passed (Valerie was not present for the vote).*

VII Unfinished Business (Attachment 5A-C)

- The Strategic Plan Committee had a Zoom meeting with the consultant and reviewed the finalization and implementation of the Communication Plan. Curran and Carol Lamoreaux did an exercise with the bookseller group. Curran and Connie Treuting have plans to meet with groups that utilize the Library. Carl is finalizing plans to meeting with a group from the Port Jervis Senior Club in early June. The next Zoom meeting is scheduled for June 9.
- *Dick made a motion, seconded by Dolores, to approve the 2025-26 budget as discussed at the May 7, 2025 budget workshop meeting, with overall income/expenses of \$1,414,157 including \$1,232,269 to be raised through taxes. Unanimously passed.*
- *Dick made a motion, seconded by Liz, to appoint Katherine Hemsley to the position of part-time Library Clerk at an hourly rate of \$16.50 per hour, with a maximum of 19 hours per week and a probationary period of six (6) months, to begin with the date of hire. Unanimously passed.* This appointment will begin following completion of the hiring process.
- *Liz made a motion, seconded by Dick, to adopt the Municipal Cooperation Resolution Agreement between the Port Jervis Free Library and NYCLASS pursuant to the terms of the NYCLASS Municipal Cooperation Agreement Amended and Restated as of August 1, 2023, as presented. Unanimously passed.* Carl signed with Resolution and Susan will file the document with NYCLASS.

VIII New Business (Attachment 6A-B)

- *Dick made a motion, seconded by Dolores, to retain Nugent and Hauussler PC to prepare the NYS Annual Financial Report for the fiscal year ended June 30, 2025, at a cost of \$3,000.* This schedule is in keeping with a prior decision to engage a financial audit every other year and the complete audit was performed last year. Susan will make the arrangements with Justin Wood. *Unanimously passed.*

- *Dolores made a motion, seconded by Liz, to pay election inspectors, Liam Tomasi and Melissa Hernandez, at a rate of \$300 for the budget vote and trustee election on June 5, 2025 from Noon to 8 PM. Unanimously passed.*
- *Dolores made a motion, seconded by Dick, to approve the Executive Search Proposal dated May 7, 2025, and the subsequent Addendum between Bradbury Miller Associates and the Port Jervis Free Library for the stand search in the amount of \$31,000. Unanimously passed.*

IX Public Comment

- 14 individuals signed the public comment sheet.
- Questions/comments regarding the rate of legal expenditures, pay to the prior director, that the budget was prepared by other than the Director, bookkeeper salary, the lack of a Code of Ethics, details regarding the present Director contract, fiscal responsibility, coordination of security efforts with the School District, utilization of the Library by the Board, why a search is being made for a new Director—support for current Director, Trustee authority, allegations of dereliction of duties by the Board, outdated by-laws, a complaint being filed with the Orange County Board of Ethics, a call for the Board's resignation, staffing issues, HUB understaffing, website is missing minutes, new carpeting should not be controversial, past issues with current Director.

X Next Meeting

- The next regularly scheduled meeting will take place Tuesday, June 17, 2025 at 10:15 a.m.
- A budget meeting will take place on Thursday, May 22, 2025 at 6:00 PM in the Reference Room.

XI Adjournment – *Valerie made a motion, seconded by Dolores, to adjourn the meeting at 11:27 a.m. Unanimously passed.*

Respectfully Submitted,

Susan Wade, Board Secretary

Port Jervis Free Library
Balance Sheet
As of June 30, 2025

	<u>Jun 30, 25</u>
ASSETS	
Current Assets	
Checking/Savings	
Cash Exchange	300.00
1005 · NYLAF	1,569,557.16
1006 · CHASE CHECKING	205,646.71
1007 · Chase Savings	1,997.71
1008 · NYLAF - Harrison Thune	7,966.93
Total Checking/Savings	<u>1,785,468.51</u>
Total Current Assets	<u>1,785,468.51</u>
TOTAL ASSETS	<u>1,785,468.51</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	28,862.05
Total Accounts Payable	<u>28,862.05</u>
Other Current Liabilities	
2200 · Federal Withholding Tax Payable	-1,976.00
2210 · Social Security Tax Payable	-3,002.20
2212 · Medicare Withholding Tax Payabl	-702.14
2220 · NYS Withholding Tax	-943.98
2230 · NYS Retirement	12,946.74
2233 · Deferred comp withheld	0.46
Total Other Current Liabilities	<u>6,322.88</u>
Total Current Liabilities	<u>35,184.93</u>
Total Liabilities	35,184.93
Equity	
Fund Balance - Assigned	73,155.00
Fund Balance - Restricted	7,250.00
Fund Balance - Unassigned	474,730.24
3900 · Retained Earnings	1,043,042.01
Net Income	152,106.33
Total Equity	<u>1,750,283.58</u>
TOTAL LIABILITIES & EQUITY	<u>1,785,468.51</u>

Port Jervis Free Library Profit & Loss Budget vs. Actual

July 2024 through June 2025

	Jul '24 - Jun 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Real Property Taxes	1,176,339.42	1,184,556.00	-8,216.58	99.3%
PILOT	0.00	1,500.00	-1,500.00	0.0%
Charges for Services				
4000 · Book Sales	3,647.09	3,000.00	647.09	121.6%
4001 · Fines	892.85	750.00	142.85	119.0%
4002 · NonResident Fees	1,575.00	1,000.00	575.00	157.5%
4003 · Copier Fees	10,224.50	9,338.00	886.50	109.5%
Total Charges for Services	16,339.44	14,088.00	2,251.44	116.0%
4055 · Services to Other Governments	2,600.00	13,000.00	-10,400.00	20.0%
Miscellaneous				
4004 · Gifts	816.65	300.00	516.65	272.2%
4008 · Library Merchandise	105.00	0.00	105.00	100.0%
Total Miscellaneous	921.65	300.00	621.65	307.2%
Operating Grants				
4023 · Local Public Funds OLA	9,633.56	3,000.00	6,633.56	321.1%
4025 · State Aid LLSA	5,377.00	5,000.00	377.00	107.5%
4026 · RCLS Grnts & St. Aid thru R...	10,000.00	10,000.00	0.00	100.0%
Total Operating Grants	25,010.56	18,000.00	7,010.56	138.9%
Interest Income	82,709.96	19,000.00	63,709.96	435.3%
Total Income	1,303,921.03	1,250,444.00	53,477.03	104.3%
Gross Profit	1,303,921.03	1,250,444.00	53,477.03	104.3%
Expense				
Personal Services				
6002 · Salaries Director	97,100.37	68,340.00	28,760.37	142.1%
6000 · Salaries Clerical FT	159,973.90	200,000.00	-40,026.10	80.0%
6001 · Salaries Clerical PT	217,724.36	252,800.00	-35,075.64	86.1%
6003 · Salaries Maintenance	51,520.00	53,575.00	-2,055.00	96.2%
Total Personal Services	526,318.63	574,715.00	-48,396.37	91.6%
Contractual				
6005 · Board Reporting	1,355.00	1,827.00	-472.00	74.2%
6030 · Books	10,248.18	25,000.00	-14,751.82	41.0%
6031 · Books Children	5,379.92	7,000.00	-1,620.08	76.9%
6032 · Book Friends	1,074.26	1,000.00	74.26	107.4%
6035 · Periodicals	11,482.48	10,000.00	1,482.48	114.8%
6038 · Audio Adult	4,437.74	4,500.00	-62.26	98.6%
6039 · Video Adult	0.00	4,650.00	-4,650.00	0.0%
6040 · Video Children	36.84	1,500.00	-1,463.16	2.5%
6041 · ANSER	31,396.50	29,460.00	1,936.50	106.6%
6045 · Computer Eqpt/Software	17,533.12	20,000.00	-2,466.88	87.7%
6050 · Library Supplies	14,867.65	8,500.00	6,367.65	174.9%
6055 · Ins/Fire, Liab, Comp	25,660.10	30,000.00	-4,339.90	85.5%
6060 · Utilities Electricity	15,170.01	17,000.00	-1,829.99	89.2%
6061 · Utilities Gas	4,876.55	11,000.00	-6,123.45	44.3%
6062 · Utilities Water	1,416.46	2,200.00	-783.54	64.4%
6065 · Utilities Telephone/Internet	4,692.97	6,000.00	-1,307.03	78.2%
6070 · Building Janitorial Supp	2,683.25	6,000.00	-3,316.75	44.7%
6071 · Building Maintenance	35,179.58	24,977.00	10,202.58	140.8%
6072 · Building Improvements	9,756.73	29,650.00	-19,893.27	32.9%
6075 · Copier Maintenance	6,086.57	7,000.00	-913.43	87.0%
6081 · Microfilm	0.00	750.00	-750.00	0.0%
6086 · Professional Services	107,066.76	80,000.00	27,066.76	133.8%
6087 · HUB	853.92	5,000.00	-4,146.08	17.1%
6088 · Bookkeeping	66,000.00	61,965.00	4,035.00	106.5%
6090 · Advertising	0.00	500.00	-500.00	0.0%
6095 · Conferences	712.29	700.00	12.29	101.8%
6100 · Dues	20.00	600.00	-580.00	3.3%

4:23 PM

07/09/25

Accrual Basis

**Port Jervis Free Library
Profit & Loss Budget vs. Actual**

July 2024 through June 2025

	Jul '24 - Jun 25	Budget	\$ Over Budget	% of Budget
6120 · Postage	2,129.56	2,000.00	129.56	106.5%
6125 · Programs	3,001.72	5,000.00	-1,998.28	60.0%
6126 · Programs Children	1,193.70	5,000.00	-3,806.30	23.9%
6133 · Library Election	1,630.81	1,500.00	130.81	108.7%
6134 · Elevator	5,630.01	6,000.00	-369.99	93.8%
6135 · Historical Preservation	0.00	500.00	-500.00	0.0%
6137 · Security System	3,082.50	2,000.00	1,082.50	154.1%
Total Contractual	394,655.18	418,779.00	-24,123.82	94.2%
Employee Benefits				
6010 · Employer Social Security	32,631.77	45,000.00	-12,368.23	72.5%
6015 · Employer Medicare	7,631.63	9,250.00	-1,618.37	82.5%
6056 · Insurance Wkmns Comp	6,842.35	8,000.00	-1,157.65	85.5%
6057 · Insurance Disability	1,458.87	4,500.00	-3,041.13	32.4%
6085 · Civil Service	3,403.09	5,200.00	-1,796.91	65.4%
6131 · Benefits Health Ins	125,932.18	130,000.00	-4,067.82	96.9%
6132 · Benefits Retirement	52,941.00	55,000.00	-2,059.00	96.3%
Total Employee Benefits	230,840.89	256,950.00	-26,109.11	89.8%
Total Expense	1,151,814.70	1,250,444.00	-98,629.30	92.1%
Net Ordinary Income	152,106.33	0.00	152,106.33	100.0%
Net Income	152,106.33	0.00	152,106.33	100.0%

Port Jervis Free Library

Payroll Summary

June 2025

Employee Wages, Taxes and Adjustments

Gross Pay

Salaries and Wages Director
 Salaries and Wages FT
 Salaries and Wages MTNC
 Salaries and Wages PT
 retroactive pay FT

Total Gross Pay

Deductions from Gross Pay
 Health Insurance
 Retirement

Total Deductions from Gross Pay

Adjusted Gross Pay

Taxes Withheld

Federal Withholding
 Medicare Employee
 Social Security Employee
 NY - Withholding
 Medicare Employee Addl Tax

Total Taxes Withheld

Net Pay

Employer Taxes and Contributions

Medicare Company
 Social Security Company
 NY - Unemployment
 NY - MCTMT (Transit Tax)

Total Employer Taxes and Contributions

	Hours	Rate	Jun 25	Hours	Rate	Jun 25	Hours	Rate	Jun 25	Hours
Salaries and Wages Director			0.00			0.00			0.00	
Salaries and Wages FT			0.00			0.00			0.00	
Salaries and Wages MTNC			0.00			0.00			0.00	
Salaries and Wages PT	51	32.51	1,658.01	70.25	16.50	1,159.13	27.5	16.50	453.75	64.5
retroactive pay FT			0.00			0.00			0.00	
Total Gross Pay	51		1,658.01	70.25		1,159.13	27.5		453.75	64.5
Deductions from Gross Pay										
Health Insurance			0.00			0.00			0.00	
Retirement			0.00			0.00			-20.42	
Total Deductions from Gross Pay			0.00			0.00			-20.42	
Adjusted Gross Pay	51		1,658.01	70.25		1,159.13	27.5		433.33	64.5
Taxes Withheld										
Federal Withholding			-340.00			-3.00			0.00	
Medicare Employee			-24.04			-16.81			-6.58	
Social Security Employee			-102.79			-71.87			-28.13	
NY - Withholding			-72.94			-23.60			0.00	
Medicare Employee Addl Tax			0.00			0.00			0.00	
Total Taxes Withheld			-539.77			-115.28			-34.71	
Net Pay	51		1,118.24	70.25		1,043.85	27.5		398.62	64.5
Employer Taxes and Contributions										
Medicare Company			24.04			16.81			6.58	
Social Security Company			102.79			71.87			28.13	
NY - Unemployment			0.00			0.00			0.00	
NY - MCTMT (Transit Tax)			0.00			0.00			0.00	
Total Employer Taxes and Contributions			126.83			88.68			34.71	

Port Jervis Free Library Payroll Summary June 2025

	Rate	Jun 25	Hours	Rate	Jun 25	Hours	Rate	Jun 25	Hours	Rate
Employee Wages, Taxes and Adjustments										
Gross Pay										
Salaries and Wages Director		0.00			0.00			0.00		
Salaries and Wages FT		0.00			0.00			0.00		
Salaries and Wages MTNC		0.00			0.00			0.00		
Salaries and Wages PT	18.68	1,204.86	48	16.75	804.00	73	18.95	1,383.35	34.5	16.50
retroactive pay FT		0.00			0.00			0.00		
Total Gross Pay		1,204.86	48		804.00	73		1,383.35	34.5	
Deductions from Gross Pay										
Health Insurance		0.00			0.00			0.00		
Retirement		-36.14			-24.12			0.00		
Total Deductions from Gross Pay		-36.14			-24.12			0.00		
Adjusted Gross Pay		1,168.72	48		779.88	73		1,383.35	34.5	
Taxes Withheld										
Federal Withholding		-67.00			0.00			-90.00		
Medicare Employee		-17.47			-11.66			-20.06		
Social Security Employee		-74.70			-49.85			-85.76		
NY - Withholding		-55.98			-8.42			-33.37		
Medicare Employee Addl Tax		0.00			0.00			0.00		
Total Taxes Withheld		-215.15			-69.93			-229.19		
Net Pay		953.57	48		709.95	73		1,154.16	34.5	
Employer Taxes and Contributions										
Medicare Company		17.47			11.66			20.06		
Social Security Company		74.70			49.85			85.76		
NY - Unemployment		0.00			0.00			0.00		
NY - MCTMT (Transit Tax)		0.00			0.00			0.00		
Total Employer Taxes and Contributions		92.17			61.51			105.82		

Port Jervis Free Library Payroll Summary June 2025

Employee Wages, Taxes and Adjustments	Jun 25	Hours	Rate	Jun 25	Hours	Rate	Jun 25	Hours	Rate	Jun 25
Gross Pay										
Salaries and Wages Director	0.00			0.00	20	264.15	5,283.00			0.00
Salaries and Wages FT	0.00			0.00			0.00			0.00
Salaries and Wages MTNC	0.00			0.00			0.00			0.00
Salaries and Wages PT	569.25	76	28.54	2,169.04			0.00	62	31.01	1,922.62
retroactive pay FT	0.00			0.00			0.00			0.00
Total Gross Pay	569.25	76		2,169.04	20		5,283.00	62		1,922.62
Deductions from Gross Pay										
Health Insurance	0.00			0.00			-295.90			0.00
Retirement	0.00			0.00			-237.74			-57.68
Total Deductions from Gross Pay	0.00			0.00			-533.64			-57.68
Adjusted Gross Pay	569.25	76		2,169.04	20		4,749.36	62		1,864.94
Taxes Withheld										
Federal Withholding	-20.00			-182.00			-464.00			-177.00
Medicare Employee	-8.25			-31.45			-76.60			-27.88
Social Security Employee	-35.29			-134.48			-327.55			-119.20
NY - Withholding	-6.44			-75.30			-233.48			-74.57
Medicare Employee Addl Tax	0.00			0.00			0.00			0.00
Total Taxes Withheld	-69.98			-423.23			-1,101.63			-398.65
Net Pay	499.27	76		1,745.81	20		3,647.73	62		1,466.29
Employer Taxes and Contributions										
Medicare Company	8.25			31.45			76.60			27.88
Social Security Company	35.29			134.48			327.55			119.20
NY - Unemployment	0.00			0.00			0.00			0.00
NY - MCTMT (Transit Tax)	0.00			0.00			0.00			0.00
Total Employer Taxes and Contributions	43.54			165.93			404.15			147.08

Port Jervis Free Library

Payroll Summary

June 2025

		Hours	Rate	Jun 25	Hours	Rate	Jun 25	Hours	Rate	Jun 25	Hours
Employee Wages, Taxes and Adjustments											
Gross Pay											
Salaries and Wages Director				0.00			0.00			0.00	
Salaries and Wages FT				0.00	140	18.00	2,520.00			0.00	
Salaries and Wages MTNC				0.00			0.00			0.00	
Salaries and Wages PT	57	20.77		1,183.89			0.00	75	16.50	1,237.50	28
retroactive pay FT				0.00			0.00			0.00	
Total Gross Pay	57			1,183.89	140		2,520.00	75		1,237.50	28
Deductions from Gross Pay											
Health Insurance				0.00			0.00			0.00	
Retirement				0.00			-75.60			0.00	
Total Deductions from Gross Pay				0.00			-75.60			0.00	
Adjusted Gross Pay	57			1,183.89	140		2,444.40	75		1,237.50	28
Taxes Withheld											
Federal Withholding				-5.00			-136.00			-15.00	
Medicare Employee				-17.17			-36.54			-17.94	
Social Security Employee				-73.40			-166.24			-76.73	
NY - Withholding				-24.65			-90.44			-20.77	
Medicare Employee Addl Tax				0.00			0.00			0.00	
Total Taxes Withheld				-120.22			-419.22			-130.44	
Net Pay	57			1,063.67	140		2,025.18	75		1,107.06	28
Employer Taxes and Contributions											
Medicare Company				17.17			36.54			17.94	
Social Security Company				73.40			156.24			76.73	
NY - Unemployment				0.00			0.00			0.00	
NY - MCTMT (Transit Tax)				0.00			0.00			0.00	
Total Employer Taxes and Contributions				90.57			192.78			94.67	

Port Jervis Free Library Payroll Summary June 2025

Employee Wages, Taxes and Adjustments Gross Pay	[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
	Rate	Jun 25	Hours	Rate	Jun 25	Hours	Rate	Jun 25	Hours	Rate
Salaries and Wages Director		0.00			0.00			0.00		
Salaries and Wages FT		0.00	140	21.65	3,031.00			0.00		
Salaries and Wages MTNC		0.00			0.00			0.00		
Salaries and Wages PT	33.77	945.56			0.00	60.5	16.50	998.25	66.75	16.75
retroactive pay FT		0.00			0.00			0.00		
Total Gross Pay		945.56	140		3,031.00	60.5		998.25	66.75	
Deductions from Gross Pay										
Health Insurance		0.00			-295.90			0.00		
Retirement		0.00			-90.94			0.00		
Total Deductions from Gross Pay		0.00			-386.84			0.00		
Adjusted Gross Pay		945.56	140		2,644.16	60.5		998.25	66.75	
Taxes Withheld										
Federal Withholding		-56.00			-276.00			0.00		
Medicare Employee		-13.71			-43.95			-14.47		
Social Security Employee		-58.62			-187.93			-61.90		
NY - Withholding		-45.06			-117.70			-17.17		
Medicare Employee Addl Tax		0.00			0.00			0.00		
Total Taxes Withheld		-173.39			-625.58			-93.54		
Net Pay		772.17	140		2,018.58	60.5		904.71	66.75	
Employer Taxes and Contributions										
Medicare Company		13.71			43.95			14.47		
Social Security Company		58.62			187.93			61.90		
NY - Unemployment		0.00			0.00			0.00		
NY - MCTMT (Transit Tax)		0.00			0.00			0.00		
Total Employer Taxes and Contributions		72.33			231.88			76.37		

Port Jervis Free Library Payroll Summary June 2025

	Jun 25	Hours	Rate	Jun 25	Hours	Rate	Jun 25	Hours	Rate	Jun 25
Employee Wages, Taxes and Adjustments										
Gross Pay										
Salaries and Wages Director	0.00			0.00			0.00			0.00
Salaries and Wages FT	0.00			0.00			0.00			0.00
Salaries and Wages MTNC	0.00			0.00			0.00	160	25.76	4,121.60
Salaries and Wages PT	1,118.06	50	17.40	870.00	70.5	19.72	1,390.26			0.00
retroactive pay FT	0.00			0.00			0.00			0.00
Total Gross Pay	1,118.06	50		870.00	70.5		1,390.26	160		4,121.60
Deductions from Gross Pay										
Health Insurance	0.00			0.00			0.00			-147.94
Retirement	0.00			0.00			0.00			0.00
Total Deductions from Gross Pay	0.00			0.00			0.00			-147.94
Adjusted Gross Pay	1,118.06	50		870.00	70.5		1,390.26	160		3,973.66
Taxes Withheld										
Federal Withholding	-2.00			-68.00			-90.00			-378.00
Medicare Employee	-16.21			-12.61			-20.15			-59.76
Social Security Employee	-69.32			-53.94			-86.19			-255.53
NY - Withholding	-61.96			-22.04			-33.68			-178.46
Medicare Employee Addl Tax	0.00			0.00			0.00			0.00
Total Taxes Withheld	-149.49			-156.59			-230.02			-871.75
Net Pay	968.57	50		713.41	70.5		1,160.24	160		3,101.91
Employer Taxes and Contributions										
Medicare Company	16.21			12.61			20.15			59.76
Social Security Company	69.32			53.94			86.19			255.53
NY - Unemployment	0.00			0.00			0.00			0.00
NY - MCTMT (Transit Tax)	0.00			0.00			0.00			0.00
Total Employer Taxes and Contributions	85.53			66.55			106.34			315.29

Port Jervis Free Library
Payroll Summary
June 2025

	[REDACTED]		[REDACTED]		[REDACTED]		TOTAL	
	Hours	Rate	Jun 25	Hours	Rate	Jun 25	Hours	Rate
Employee Wages, Taxes and Adjustments								
Gross Pay								
Salaries and Wages Director			0.00			0.00	20.00	5,283.00
Salaries and Wages FT	140	36.68	5,135.20	140	18.71	2,619.40	560.00	13,305.60
Salaries and Wages MTNC			0.00			0.00	160.00	4,121.60
Salaries and Wages PT			0.00			0.00	914.50	19,067.53
retroactive pay FT			0.00			168.75		168.75
Total Gross Pay	140		5,135.20	140		2,788.15	1,654.50	41,946.48
Deductions from Gross Pay								
Health Insurance			-336.78			0.00		-1,076.52
Retirement			0.00			-83.64		-626.28
Total Deductions from Gross Pay			-336.78			-83.64		-1,702.80
Adjusted Gross Pay	140		4,798.42	140		2,704.51	1,654.50	40,243.68
Taxes Withheld								
Federal Withholding			-630.00			-247.00		-3,246.00
Medicare Employee			-74.46			-40.43		-608.20
Social Security Employee			-318.38			-172.87		-2,600.67
NY - Withholding			-238.44			-104.75		-1,539.22
Medicare Employee Addl Tax			0.00			0.00		0.00
Total Taxes Withheld			-1,261.28			-565.05		-7,994.09
Net Pay	140		3,537.14	140		2,139.46	1,654.50	32,249.59
Employer Taxes and Contributions								
Medicare Company			74.46			40.43		608.20
Social Security Company			318.38			172.87		2,600.67
NY - Unemployment			0.00			0.00		0.00
NY - MCTMT (Transit Tax)			0.00			0.00		0.00
Total Employer Taxes and Contributions			392.84			213.30		3,208.87

Port Jervis Free Library
Chase Checking Account activity
June 12, 2025 to July 9, 2025

Details	Posting Date	Description	Amount	Type
DEBIT	7/9/2025	ORIG CO NAME:9102716322 CO ENTRY DESCR:CONS COLL SEC:PPD	(626.28)	ACH_DEBIT
DEBIT	7/7/2025	Basic Online Payroll Payment 11179092283 to #####0031	(96.00)	BASIC_PAYROLL
DEBIT	7/3/2025	SERVICE CHARGES FOR THE MONTH OF JUNE	(126.45)	FEE_TRANSACTION
DEBIT	7/2/2025	Online Payment 25339477597 To Toshiba Financial Svcs 07/02	(407.88)	BILLPAY
DEBIT	7/2/2025	Online Payment 25339485696 To TIME WARNER CABLE 07/02	(130.00)	BILLPAY
DEBIT	7/2/2025	Online Payment 25339474267 To RCLS 07/02	(804.00)	BILLPAY
DEBIT	7/2/2025	Online Payment 25339490159 To PITNEY BOWES GLOBAL FINANCIAL SV 07/02	(219.06)	BILLPAY
DEBIT	7/2/2025	Online Payment 25339470442 To Kanopy 07/02	(37.00)	BILLPAY
DEBIT	7/2/2025	Online Payment 25339468920 To Brodart Co 07/02	(364.84)	BILLPAY
DEBIT	7/2/2025	Online Payment 25339446207 To BLACKSTONE PUBLISHING 07/02	(384.18)	BILLPAY
DEBIT	7/2/2025	Online Payment 25339434886 To BLACKSTONE PUBLISHING 07/02	(929.13)	BILLPAY
DEBIT	7/2/2025	Online Payment 25339416096 To Baker and Taylor 07/02	(54.83)	BILLPAY
DEBIT	7/2/2025	Basic Online Payroll Payment 11178642828 to #####4263	(26.26)	BASIC_PAYROLL
DEBIT	7/2/2025	ORIG CO NAME:NYS DTF WT ORIG ID:S146013200 DESC DATE: CO ENTRY DESCR:TAX PA	(753.77)	ACH_DEBIT
DEBIT	7/2/2025	ORIG CO NAME:IRS ORIG ID:3387702000 DESC DATE:070225 CO ENTRY DESCR:USATAX	(4,792.80)	ACH_DEBIT
DEBIT	7/1/2025	Basic Online Payroll Payment 11178487040 to #####3325	(185.00)	BASIC_PAYROLL
DEBIT	7/1/2025	Basic Online Payroll Payment 11178480047 to #####7906	(185.00)	BASIC_PAYROLL
DEBIT	7/1/2025	Basic Online Payroll Payment 11178480048 to #####2214	(185.00)	BASIC_PAYROLL
DEBIT	7/1/2025	Basic Online Payroll Payment 11178480046 to #####9692	(185.00)	BASIC_PAYROLL
DEBIT	7/1/2025	Online ACH Payment 11178480049 To SusanWade (#####0178)	(5,500.00)	ACH_PAYMENT
DEBIT	7/1/2025	Online ACH Payment 11178329592 To (#####6097)	(144.94)	ACH_PAYMENT
DEBIT	7/1/2025	Online ACH Payment 11178324285 To (#####6231)	(238.14)	ACH_PAYMENT
DEBIT	7/1/2025	Basic Online Payroll Payment 11178329581 to #####7064	(238.14)	BASIC_PAYROLL
DEBIT	7/1/2025	Basic Online Payroll Payment 11178329589 to #####0782	(283.40)	BASIC_PAYROLL
DEBIT	7/1/2025	Basic Online Payroll Payment 11178329584 to #####9139	(324.81)	BASIC_PAYROLL
DEBIT	7/1/2025	Basic Online Payroll Payment 11178324277 to #####3260	(356.70)	BASIC_PAYROLL
DEBIT	7/1/2025	Online ACH Payment 11178329587 To (#####1948)	(361.25)	ACH_PAYMENT
DEBIT	7/1/2025	Basic Online Payroll Payment 11178329583 to #####0649	(386.07)	BASIC_PAYROLL
DEBIT	7/1/2025	Basic Online Payroll Payment 11178324280 to #####4522	(432.15)	BASIC_PAYROLL
DEBIT	7/1/2025	Online ACH Payment 11178329593 To (#####4789)	(473.66)	ACH_PAYMENT
DEBIT	7/1/2025	Online ACH Payment 11178329591 To (#####1730)	(494.53)	ACH_PAYMENT

DEBIT	7/1/2025	Basic Online Payroll Payment 11178324283 to #####1376	(506.84)	BASIC_PAYROLL
DEBIT	7/1/2025	Basic Online Payroll Payment 11178324283 to #####9748	(525.80)	BASIC_PAYROLL
DEBIT	7/1/2025	Basic Online Payroll Payment 11178324283 to #####3866	(527.25)	BASIC_PAYROLL
DEBIT	7/1/2025	Basic Online Payroll Payment 11178324283 to #####5734	(561.45)	BASIC_PAYROLL
DEBIT	7/1/2025	Basic Online Payroll Payment 11178324283 to #####1601	(755.71)	BASIC_PAYROLL
DEBIT	7/1/2025	Basic Online Payroll Payment 11178324283 to #####0031	(872.91)	BASIC_PAYROLL
DEBIT	7/1/2025	Basic Online Payroll Payment 11178324283 to #####8462	(1,012.59)	BASIC_PAYROLL
DEBIT	7/1/2025	Basic Online Payroll Payment 11178324283 to #####4263	(1,028.93)	BASIC_PAYROLL
DEBIT	7/1/2025	Basic Online Payroll Payment 11178324283 to #####0937	(1,258.87)	BASIC_PAYROLL
DEBIT	7/1/2025	Basic Online Payroll Payment 11178324279 to #####7671	(1,624.92)	BASIC_PAYROLL
DEBIT	7/1/2025	Basic Online Payroll Payment 11178324279 to #####2502	(1,936.96)	BASIC_PAYROLL
DEBIT	7/1/2025	Basic Online Payroll Payment 11178324279 to #####2173	(1,971.82)	BASIC_PAYROLL
DSLIP	7/1/2025	DEPOSIT ID NUMBER 337982	1,365.98	DEPOSIT
DEBIT	6/30/2025	Online ACH Payment 11178304399 To Cheshire (#####5530)	(1,600.00)	ACH_PAYMENT
CHECK	6/26/2025	CHECK 1172	(204.18)	CHECK_PAID
CHECK	6/24/2025	CHECK 1171	(494.52)	CHECK_PAID
CHECK	6/24/2025	CHECK 1174	(525.00)	CHECK_PAID
CHECK	6/23/2025	CHECK 1175	(3,256.19)	CHECK_PAID
CREDIT	6/23/2025	ORIG CO NAME:NYLAF ORIG ID:1113470543 DESC DATE: CO ENTRY DESCR:NYLAF \$	50,000.00	ACH_CREDIT
DEBIT	6/20/2025	Online Payment 25186716994 To Bachman Law Firm PLLC 06/20	(10,152.08)	BILLPAY
DEBIT	6/18/2025	Online Payment 25173708911 To DEMCO 06/18	(234.17)	BILLPAY
DEBIT	6/18/2025	Online Payment 25173677294 To Baker and Taylor 06/18	(352.47)	BILLPAY
DEBIT	6/18/2025	Online Payment 25173657542 To AMAZON CAPITAL SERVICES 06/18	(340.34)	BILLPAY
DEBIT	6/18/2025	Online Payment 25173655816 To AMAZON CAPITAL SERVICES 06/18	(15.95)	BILLPAY
DEBIT	6/18/2025	Online Payment 25173678288 To AMAZON CAPITAL SERVICES 06/18	(15.95)	BILLPAY
DEBIT	6/18/2025	ORIG CO NAME:NYS DTF WT ORIG ID:5146013200 DESC DATE: CO ENTRY DESCR:TAX PA	(786.59)	ACH_DEBIT
DEBIT	6/18/2025	ORIG CO NAME:IRS ORIG ID:3387702000 DESC DATE:061825 CO ENTRY DESCR:USATAX	(4,936.78)	ACH_DEBIT
DEBIT	6/17/2025	Online ACH Payment 11176774394 To Cheshire (#####5530)	(3,200.00)	ACH_PAYMENT
DEBIT	6/17/2025	Online ACH Payment 11176773709 To SusanWade (#####0178)	(166.35)	ACH_PAYMENT
DEBIT	6/17/2025	Online ACH Payment 11176773613 To SusanWade (#####0178)	(455.20)	ACH_PAYMENT
DEBIT	6/17/2025	Online ACH Payment 11176780095 To SusanWade (#####0178)	(127.50)	ACH_PAYMENT
DEBIT	6/17/2025	Online ACH Payment 11176725219 To (#####6097)	(195.69)	ACH_PAYMENT
DEBIT	6/17/2025	Online ACH Payment 11176725218 To (#####6231)	(236.64)	ACH_PAYMENT
DEBIT	6/17/2025	Basic Online Payroll Payment 11176725201 to #####7064	(236.65)	BASIC_PAYROLL
DEBIT	6/17/2025	Basic Online Payroll Payment 11176725214 to #####0782	(354.97)	BASIC_PAYROLL
DEBIT	6/17/2025	Basic Online Payroll Payment 11176725207 to #####3260	(356.70)	BASIC_PAYROLL

DEBIT	6/17/2025	Basic Online Payroll Payment 11176725202 to #####3866	(384.98)	BASIC_PAYROLL
DEBIT	6/17/2025	Basic Online Payroll Payment 11176725203 to #####0649	(386.09)	BASIC_PAYROLL
DEBIT	6/17/2025	Online ACH Payment 11176725212 To ##### (#####1948)	(434.13)	ACH_PAYMENT
DEBIT	6/17/2025	Basic Online Payroll Payment 11176725209 to #####1376	(506.83)	BASIC_PAYROLL
DEBIT	6/17/2025	Online ACH Payment 11176725213 To ##### (#####1730)	(518.44)	ACH_PAYMENT
DEBIT	6/17/2025	Basic Online Payroll Payment 11176733676 to #####9139	(544.12)	BASIC_PAYROLL
DEBIT	6/17/2025	Basic Online Payroll Payment 11176733675 to #####4522	(572.27)	BASIC_PAYROLL
DEBIT	6/17/2025	Basic Online Payroll Payment 11176725206 to #####9748	(584.40)	BASIC_PAYROLL
DEBIT	6/17/2025	Basic Online Payroll Payment 11176725216 to #####5734	(606.43)	BASIC_PAYROLL
DEBIT	6/17/2025	Online ACH Payment 11176725217 To ##### (#####4789)	(640.68)	ACH_PAYMENT
DEBIT	6/17/2025	Basic Online Payroll Payment 11176725208 to #####1601	(755.69)	BASIC_PAYROLL
DEBIT	6/17/2025	Basic Online Payroll Payment 11176725204 to #####0031	(872.90)	BASIC_PAYROLL
DEBIT	6/17/2025	Basic Online Payroll Payment 11176725211 to #####0937	(1,009.29)	BASIC_PAYROLL
DEBIT	6/17/2025	Basic Online Payroll Payment 11176725215 to #####8462	(1,012.59)	BASIC_PAYROLL
DEBIT	6/17/2025	Basic Online Payroll Payment 11176725210 to #####4263	(1,131.11)	BASIC_PAYROLL
DEBIT	6/17/2025	Basic Online Payroll Payment 11176725200 to #####7671	(1,550.96)	BASIC_PAYROLL
DEBIT	6/17/2025	Basic Online Payroll Payment 11176725205 to #####2902	(1,768.57)	BASIC_PAYROLL
DEBIT	6/17/2025	Basic Online Payroll Payment 11176733677 to #####2173	(1,823.87)	BASIC_PAYROLL
DSLIP	6/17/2025	DEPOSIT ID NUMBER 664049	75.00	DEPOSIT
DSLIP	6/17/2025	DEPOSIT ID NUMBER 664050	84.46	DEPOSIT
CHECK	6/16/2025	CHECK 1170	(1,500.00)	CHECK_PAID
DEBIT	6/16/2025	Online Payment 25150709233 To CARDMEMBER SERVICE 06/16	(1,722.07)	BILLPAY
DEBIT	6/16/2025	Online Payment 25150677708 To BLACKSTONE PUBLISHING 06/16	(169.39)	BILLPAY
DEBIT	6/16/2025	Online Payment 25150684202 To PN FIRE AND ALARM 06/16	(922.00)	BILLPAY
DEBIT	6/16/2025	Online Payment 25150503916 To TIME WARNER CABLE 06/16	(204.74)	BILLPAY
DEBIT	6/16/2025	Online Payment 25150487404 To PN FIRE AND ALARM 06/16	(39.00)	BILLPAY
DEBIT	6/16/2025	Online Payment 25150486036 To Frontier 111182-4 06/16	(4.96)	BILLPAY
DEBIT	6/16/2025	Online Payment 25150475794 To Brodart Co 06/16	(135.66)	BILLPAY
DEBIT	6/16/2025	Basic Online Payroll Payment 11176628405 to #####4263	(9.20)	BASIC_PAYROLL
CREDIT	6/13/2025	ORIG CO NAME:NYLAF	50,000.00	ACH_CREDIT
		ORIG ID:1113470543 DESC DATE:		CO ENTRY DESCR:NYLAF



JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218 - 2051

May 31, 2025 through June 30, 2025

Primary Account

CUSTOMER SERVICE INFORMATION

Web site: www.Chase.com
Service Center: 1-877-425-8100
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679
We accept operator relay calls

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PORT JERVIS FREE LIBRARY
138 PIKE STREET
PORT JERVIS NY 12771



CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings

	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Platinum Business Checking		\$63,842.32	\$58,810.51
Chase Business Premier Savings		1,997.68	1,997.71
Total		\$65,840.00	\$60,808.22

TOTAL ASSETS

\$65,840.00 **\$60,808.22**

CHASE PLATINUM BUSINESS CHECKING

PORT JERVIS FREE LIBRARY

Account Number

CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$63,842.32
Deposits and Additions	6	101,286.72
Checks Paid	7	-6,579.89
Electronic Withdrawals	88	-99,612.64
Fees	1	-126.00
Ending Balance	102	\$58,810.51

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information.



NYLAF Monthly Statement
Port Jervis Free Library

Please Note:
THE FUND WILL BE CLOSED JULY 4TH IN OBSERVANCE OF THE
INDEPENDENCE DAY HOLIDAY

Activity Summary **General Account**

6/1/2025 - 6/30/2025

Investment Pool Summary	MAX
Beginning Market Balance	\$1,813,493.07
Dividends	\$6,064.09
Purchases	\$0.00
Redemptions	(\$100,000.00)
Ending Market Balance	\$1,719,557.16
Average Monthly Rate	4.168%
Share Price	\$1.000
Total	\$1,719,557.16
Total Fixed Income	\$0.00
Account Total	\$1,719,557.16

Port Jervis Free Library
138 Pike Street
Port Jervis, NY 12771



PMA Financial Network
2135 CityGate Lane, 7th Floor
Naperville, IL 60563

Your Representative(s)
Brittany Woodruff
(717) 519-5911
bwoodruff@pmanetwork.com
Representatives are associated with PMA Securities, LLC



NYLAF Monthly Statement
Port Jervis Free Library

Please Note:
THE FUND WILL BE CLOSED JULY 4TH IN OBSERVANCE OF THE
INDEPENDENCE DAY HOLIDAY

Activity Summary [REDACTED] Harrison-Thune

6/1/2025 - 6/30/2025

Investment Pool Summary	MAX
Beginning Market Balance	\$7,939.70
Dividends	\$27.23
Purchases	\$0.00
Redemptions	\$0.00
Ending Market Balance	\$7,966.93
Average Monthly Rate	4.168%
Share Price	\$1.000
Total	\$7,966.93
Total Fixed Income	\$0.00
Account Total	\$7,966.93

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138 Pike Street
Port Jervis, NY 12771



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Naperville, IL 60563

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Port Jervis Free Library
Proposed Budget Modifications
2024-2025 fiscal year

<u>Budget Line</u>	<u>increase</u>	<u>decrease</u>
6002 Salaries-Director	\$ 29,000	
6032 Books Friends	\$ 75	
6035 Periodicals	1,500	
6041 ANSER	1,950	
6050 Library Supplies	6,500	
6071 Building Maintenance	10,300	
6086 Professional Services	27,100	
6088 Bookkeeping	4,100	
6095 Conferences	25	
6120 Postage	150	
6133 Library Election	150	
6137 Security System	1,100	
6000 Salaries Clerical FT		\$ 21,700
6030 Books		14,000
6039 Adult Video		4,650
6072 Building Improvements		19,500
6087 HUB		4,100
6010 Employer Social Security		12,000
6131 Benefits Health Insurance		4,000
6132 Benefits Retirement		2,000
	81,950	81,950

Port Jervis Free Library Director's Report
July 15, 2025

Staffing Issues

1. Staffing Shortage
 - a. April – We are currently looking to fill full-time and part-time positions.
 - b. May – We are looking at calling for another civil service test.
 - c. July – We are looking to fill two part-time positions and I shall continue to reach out to Cheryl in asking about the current list and calling for another clerk test if necessary.
2. Staff Day
 - a. July – The next staff day will be sometime in September on a date TBD.
3. Staff Evaluations
 - a. July – Staff evaluations are going to start July 28th.

Building Issues

1. Facilities Updates
 - a. March – The Circulator on the Boiler may need to be replaced before next fall. Replace valves on the radiators before next fall.
 - b. April – I told Ralph to get quotes on the radiator fix. A list of other projects is being compiled by me and Ralph at the board's request.
 - c. May – Ralph and George are still working on the radiator fix price.
 - d. June – George is working on a quote for the radiator fix. He is finalizing the quote. The new water fountain/bottle filling station has been installed.
 - e. July – The AC unit issues have been resolved.
2. Carpet
 - a. November – I have created a RFP and submitted it to the board for approval.
 - b. January – With board approval, I have started sending out the carpet RFPs.
February – All quotes should be in before the end of the Monday.
 - c. March – All quotes are in for the board's review.
 - d. July – The carpet project has been put on hold.
3. Property
 - a. July – No update.
4. Security
 - a. June – I have sent the first security camera quote to the board with the other bids coming in soon.
 - b. July – The security camera bids should be in before the board meeting. These will include a quote for new phones, as most companies do phone support as well now too. I will need a vote to approve the possible RCLS construction grant we'll attach to this.
5. Garbage
 - a. June – Ralph would like another trash pickup scheduled. He is still requesting that we rent a bin instead of calling someone as requested.
 - b. July – I have scheduled a time for the trash bin.

Policies and Procedures

1. Policy Manuals Update & Insurance

- a. October – We received a grace period to make the necessary changes to our internal policies.
- b. December – I have attached additional edits that I would like to see in the manual with my report.
- c. January – The policy manual is with FLEA.
- d. February – Flea should have the policy manual done by the end of the month.
- e. March/April/May/June – The policy manual is with the Greenwald Doherty law firm for final review.
- f. July – I spoke with Greenwald Doherty law firm and they hope to have it completed soon.

2. Bylaws

- a. April/May/June – The revised bylaws have been submitted to the board. The board has submitted the bylaws to the Judith Bachman Law Firm PLLC for review.
- b. July – After initial review by RCLS, the bylaws are being edited by the Greenwald Doherty law firm.

3. Insurance

- a. June – I am looking at getting a quote completed for a Directors and Officers (D&O) policy.
- b. July – The insurance company has what they need. We are waiting for the underwriters to complete the quote.

Tech Issues

1. Website

- a. January – Belsito Communications, Inc. is ready to start on our website.
- b. February – We have received our first mockup of the website.
- c. March – The second website mockup is finished and ready for review.
- d. April – The third website mockup has been submitted to the board for review.
- e. July – The staff/board/director suggestions have been given to Belsito. The updated web page should be up and running soon.

Friends of the Library and Community Organizations – July 2025

- 1. I am finishing the Memorandum of Understanding soon for the board to review. We have received the new refrigerator and the reimbursement from the Friends. We have been going to the local farmers market with the Friends to help promote the library.
- 2. I have been going to Rotary and the Outdoor club meetings regularly to help promote the library.
- 3. The Artful Gardeners group will be starting on their front lawn project soon. I will keep the board updated with the timeline as it becomes available.

Programs and Patron Report – July 2025

- 1. Connie will give the program report.

Grants and Funding – July 2025

- 1. RCLS Grants – A vote is needed to receive construction grant matching funds.
- 2. DASNY Grants – I will be meeting with Stephen Hoefer to go over what is needed to receive the funds. I will report my progress.

**AMENDED
BY-LAWS
OF
THE BOARD OF TRUSTEES OF THE
PORT JERVIS FREE LIBRARY**

Dated:_____

Article I – Name and Purpose

Section 1. Name. This organization shall be called the Port Jervis Free Library (the “Library”).

Section 2. Purpose. The Library is dedicated to the development and promotion of collections, services, and programs which provide opportunities for educational, business, professional, and personal enrichment. The trustees, director, and staff together are committed to excellence and innovation in Library services and operations as well as growth consistent with the community’s ability to provide funding and support.

Article II – Board of Trustees

Section 1. The Board. The Library shall be governed by a Board of Trustees known as the “Board” and each member a “Trustee.”

Section 2. Composition. The Board shall consist of five (5) members. The Board shall consist of members duly elected by residents of the Port Jervis City School District at an election to be held on the first Thursday in June and shall serve a term of five (5) years.
Completed Trustee terms expire on June 30 each year.

Section 3. Power to Appoint Library Director. The Board shall have the full and exclusive power to manage and control the property and affairs of Library, including but not limited to, (a) employing a Library Director (the “Director”) and (b) approving all appointments, the titles of the new appointments in alignment with Civil Service designations, and salaries of employees.

Section 4. Vacancies. Vacancies (created by any cause including, but not limited to, removal, resignation, death, non-residency) on the Board may be filled by appointment by the Board for such successor Trustee to serve until the next annual election, at which time such successor Trustee and all other candidates may run for election to complete the remaining unexpired term in accordance with New York State Education Law, Section 226: Powers of Trustees of Institutions.

Section 5. Eligibility. Trustees must be 18 years of age or older, must reside in the Port Jervis City School District, and cannot be currently employed at the Library.

Section 6. Removal. The Board may remove a Trustee for misconduct, incapacity, ineligibility, neglect of duty, refusal to carry into effect the Library's educational purpose, or as otherwise permitted by applicable law, in accord with the procedures set forth in Education Law 226; subsection 8 and as otherwise by applicable law.

If any Trustee fails to attend three consecutive meetings without excuse accepted as satisfactory by a majority of Trustees, the Trustee shall be deemed to have resigned.

Section 7. No individual acts. All actions of the Board shall be of the Board as a unit. No individual Board member shall act on behalf of the Board, on any matter, without authorization of the Board. No Board member, by virtue of their office, shall exercise any administrative responsibility with respect to the Library nor, as an individual, command the services of any Library employee, contractor, or professional paid with Library funds.

Section 8. No compensation. Board members shall not receive compensation for their services in their capacity as a Trustee. Board members may be reimbursed for their reasonable travel and other expenses in attending meetings of the Board so long as such expenses have been authorized by the Board.

Article III – Duties of Officers and Appointees

Section 1. Composition. The Officers of the Library shall consist of: President, Vice President, Secretary and Treasurer and, at the Board's option, a Financial Officer (who shall oversee and report on the actions of the Treasurer) (collectively "Officers"). To be an Officer, other than the Treasurer, such person must be a Trustee.

The Board must appoint or employ an independent Treasurer who is not a member of the Board.

The Board may, from time to time, determine additional officer positions are appropriate and may elect such officers accordingly, and shall have such authority.

Section 2. Term. Officers are elected by the Board annually at the Reorganizational Meeting for a term of one (1) year beginning on July 1.

Section 3. President. The President is responsible for leadership of the Board and shall preside at all meetings of the Board and may choose to serve as ex officio (voting) member on all committees. The President may execute all documents authorized by the Board. The President may vote upon, move, or second a proposal before the Board. The President shall be the official spokesperson for the Board and serve as liaison between the Board and the Director. The President shall also generally perform all duties associated with that office.

- Section 4. Vice-President.** The Vice President shall assume and perform the functions of the President in the event of absence or disability of the President, or in the event of a vacancy in that office.
- Section 5. Secretary.** The Secretary shall keep a true and accurate record of all meetings of the Board, shall issue notice of all regular and special meetings, and shall perform such other duties as are generally associated with that office.
- Section 6. Treasurer.** The Treasurer shall be the disbursing officer and shall perform such duties as generally devolve upon the office. In the absence or inability of the Treasurer, his/her duties shall be performed by such other members of the Board as the Board may designate.
- Section 7. Bond.** The Director and Treasurer may be required to be bonded in such an amount as may be required by the Board and/or applicable law.
- Section 8. No compensation.** Other than the Treasurer, the Officers shall receive no compensation for their services in these capacities, except Officers may be reimbursed for authorized (by the Board) expenses related to their duties as Officers in the sole discretion of the Board.
- Section 9. Vacancies.** Any vacancy of any office, however arising, may be filled at any time by the Board.
- Section 10. Removal.** The Board may remove or suspend any Officer for misconduct, incapacity, ineligibility, neglect of duty, refusal to carry into effect the Library's educational purpose, or as otherwise permitted by applicable law, in accord with the procedures set forth by applicable law.

Article IV – Library Director

- Section 1. Executive Officer.** The Director shall be considered the executive officer of the Board and shall have charge of the administration of the Library under, and subject to, the direction and review of the Board.
- Section 2. Duties.** The Director shall be responsible for the care of the buildings and equipment; for the selection (but not appointment, titles or salary) and management of the staff; for the efficiency of the library's service to the public; and for the operation of the library under the financial conditions contained in the annual budget. The Director shall render and submit to the Board reports and recommendations of such policies and procedures, which, in the opinion of the Director, will improve efficiency and quality of library service. The Director shall also perform such duties as are usually required of the Director and such other duties as the Board may direct.

Section 3. Attendance at Meetings. The Director shall attend all meetings of the Board with the exception of the meetings in which the Director's appointment, employment, performance and/or related issues are to be discussed or decided. The Director may take part in the Board's deliberations at the Board's request, but shall have no vote.

Section 4. Annual Report. The Director shall submit to the Trustees an Annual Report on the progress and conditions of the Library, accompanying the same with recommendations and suggestions.

Article V – Board Meetings

Section 1. Regular meetings. The Board shall hold regular meetings at least eleven (11) times per calendar year on the 2nd Tuesday of the month at 6 pm.

Section 2. Notice. Notice of the time and place of every meeting shall be (i) sent by the Secretary by email to each Trustees at their respective designated email addresses at least 6 days' prior to the meeting, (ii) posted to the Library's website and entry ways at least 48 hours in advance, and (iii) published or provided as otherwise required by applicable law.

Section 3. Quorum. A simple majority of the total number of seats on the Board (including vacancies) shall constitute a quorum. A quorum is required to hold a Board meeting. If, however, a quorum shall not be present or represented at any meeting of Board, the Trustees in attendance thereat, shall have power to adjourn the meeting or, if it is known in advance that a quorum will not be present at a scheduled regular meeting, the meeting may be adjourned by the Trustees for a time at which a quorum can be present.

Section 4. Annual / Reorganizational Meeting. The Board shall hold an Annual/ Reorganizational Meeting at the first meeting in July for the purpose of electing Officers and considering any other business that may properly come before an Annual / Reorganizational Meeting.

Section 5. Special Meeting. A Special meeting of the Board may be called (i) by the President or (ii) on written request of at least three (3) Trustees to the Board.

Section 6. Meeting Location(s). Each meeting shall be held at the Library, in the community room of the Library, or at such other place(s) as may be approved by the Board and identified in the notice(s) of such meeting.

Section 7. Conduct. Robert's Rules of Order, Newly Revised, will govern conduct and flow of the meetings.

Section 8. Voting. At any meeting of the Board, each Trustee shall be entitled to one (1) vote. Votes shall take place only during meetings of the Board where a quorum is present and only by Trustees present at such meeting, including any Trustees deemed present at a meeting in accordance with applicable law, such as those participating by videoconferencing. Except as otherwise provided by law or these Bylaws, the affirmative vote of the number of Trustees equal to the simple majority of the total

number of seats on the Board (including vacancies) shall be required to approve an act by the Board.

Section 9. Videoconferencing. Any one or more Trustees, the Director, or any committee(s) of the Board may participate in a meeting of the Board by means of videoconference, including, without limitation, by Zoom, Google Meet, Microsoft Teams, etc., when permitted by and in compliance with applicable law, these Bylaws, and the Board.

Section 10. Meetings. Meetings of the Board shall be held in conformity with the New York State Open Meetings Law and other applicable law.

Article VI – Committees

Section 1. Creation and Duration. The President shall appoint committees of one or more members each for such a specific purpose as the business of the Board may require from time to time. The committee shall be considered to be discharged upon the completion of the purpose for which it was appointed and after the final report is made to the Board.

Section 2. Progress Reports. All committees, at their discretion, will have the opportunity to make progress reports to the Board at each of its meetings.

Section 3. Advisory Powers. All committees will operate in advisory capacity only. No committee will have powers other than advisory powers unless, by suitable action of the Board, it is granted specific power to act.

Article VII – Fiscal Year

The fiscal year of the Library shall run from July 1 to June 30.

Article VIII - Amendments

These Bylaws may be amended, in whole or in part, by action of the Board of Trustees at a regular or special meeting, in conformance with applicable law.

Article IX – Indemnification

The Library shall indemnify, to the fullest extent permissible under Public Officers Law §18 and other applicable law, any person, and the heirs and personal representatives of such person, against any and all judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred by or imposed upon such person, or in connection with, or resulting from any claim, action, suit or proceeding, whether civil or criminal, in which such person is a party or is threatened to be made a party by reason of such person being or having been a Trustee, officer, employee or agent of the Library, or of another library, joint agent of the Library, or of another library, joint venture, trust or other organization in which such person serves as a director, officer, employee or agent at the request of the Library, or by reason of such person being or having been an administrator or a member of any

board or committee of the Library. To the fullest extent permissible under law, the Library may advance expenses incurred in defending a civil or criminal action, suit or proceeding to any such Trustee, officer, employee or agent upon receipt of any undertaking by or on behalf of the Trustee, officer, employee or agent to repay such amount, if it shall ultimately be determined that such person is not entitled to indemnification by the Library.

Any repeal or amendment of this Article shall be prospective only and shall not adversely affect any right of protection of a person with respect to any act or omission occurring prior to the time of such repeal or modification.

Except as otherwise provided by law, the duty to indemnify and save harmless prescribed by this Article shall not arise where a final judgment is rendered against a prospective indemnitee that the injury or damage to be indemnified resulted from intentional wrongdoing or recklessness on the part of the indemnity.

If any provision of this Article shall be found to be invalid or limited in application by reason of any law or regulation, such finding shall not affect the validity of the remaining provisions of this Article. The rights of indemnification provided in this Article shall neither be exclusive of, nor be deemed in limitation of, any rights to which any person described in this Article may otherwise be entitled or permitted by contract, the Library's Charter, vote of the Board, or otherwise, it being the policy of the Library that indemnification of any person described in this Article IX shall be made to the fullest extent permitted by applicable law.

The Library may (but is not obligated to) purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee or agent of the Library, or is or was serving at the request of the Library as a Trustee, officer, employee or agent of another Library, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of the person's status as such, whether or not the Library would have the power to indemnify such person against such liability under Public Officers Law §18 or other applicable law.

Adopted: _____, 2025

Independent Contractor Agreement

This Agreement is entered into as of July 15, 2025, between the Port Jervis Free Library Board of Trustees ("Library") and Susan Wade ("Contractor"). This Agreement shall become effective on the date on which all of the parties have signed a copy (the "Effective Date").

In consideration of the mutual promises and understandings contained herein, the parties agree as follows:

1. Services and Fees.

- a) Contractor agrees to serve as a Treasurer, in connection with which role Contractor will perform bookkeeper services to Library (the "Services") payable at the rate(s) set forth herein (such payments being the "Service Fee").
- b) Contractor shall be compensated at a monthly rate of \$5,500.00 for the period July 1, 2025 to June 30, 2026. Payment shall be made at the end of each month of the contract.
- c) The Services shall be performed exclusively by Contractor and shall not be subcontracted, assigned or performed by any other individual without the express written consent of Library. Contractor will utilize its own equipment and space as set forth in the provision of the Services.

2. Expenses. There may be expenses related to travel or other exceptional activities that are eligible for reimbursement by Library. In order for Contractor to receive reimbursement for these expenses, such expenses must have been approved by Library (at Library's sole discretion) in advance of Contractor incurring them and are reimbursable only upon submission of a receipt to Library.

3. Confidentiality.

- a) Contractor shall not disclose or permit access to Confidential Information (defined below) during the Term of this agreement and for so long as such information is deemed confidential. Contractor shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Contractor shall promptly notify Library of any unauthorized use or disclosure of Confidential Information and shall take all reasonable steps to prevent further use or disclosure.
- b) "Confidential Information" means information that is not generally known, non-public, proprietary, that is treated as confidential by Library, or would otherwise be reasonably considered to be confidential and shall include, without limitation, all information relating to assets, liabilities, income and revenue streams, financial records, balance sheets, databases, name/contact and/or other identifying information regarding past present or prospective patrons, databases, and any similar or like information and items, as well as any summaries, declarations, extracts, analysis, compilations, studies or other documents or records prepared by or on behalf of Contractor or otherwise, which contain, reflect are based upon or are

generated from such information previously provided or to be provided pursuant to this Agreement. All of the items listed above and like information shall be considered Confidential Information whether disclosed in oral, visual, written, electronic, or other tangible or intangible form and whether or not marked or designated as "confidential." Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of the act(s) or omission(s) of Contractor; (ii) is obtained by Contractor on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (iii) was in Contractor's possession, as established by documentary evidence, before Library's disclosure hereunder; or (iv) was or is independently developed by Contractor, as established by documentary evidence, without using any Confidential Information.

4. Term and Termination.

- a) Term. This Agreement shall commence as of the Effective Date and shall continue for a one-year period unless sooner terminated by either party as set forth below ("Term"). If not so terminated, the Term of this Agreement may be extended beyond the above timeline only with mutual agreement, in a writing signed by both parties, and any such adjustment may necessitate a modification of other terms/ expectations which must also be in a writing signed by both parties.
- b) Termination. This Agreement may be terminated (i) by Library at any time, or (ii) by Contractor on no less than thirty (30) days' prior written notice to Library pursuant to the notice provision of this Agreement (such date of termination being the "Termination Date").
- c) Deliverables and Payment on Termination. Upon termination of this Agreement, or any extension hereof, Contractor shall provide Library with all pending Deliverables as soon as possible, but in no event later than ten (10) days after termination. Contractor shall be compensated for all Services through the Termination Date.

- 5. **Proprietary Rights of Library**. Library and any of its assignees shall be the sole and exclusive owner of any and all materials, including, without limitation, any and all written products, strategy or concept outlines or other documents drafted by Contractor in connection with the Services and/or pertaining to Library ("Proprietary Materials"). To the extent permitted under applicable law, all Proprietary Materials, including any and all intellectual property rights related therein will constitute "works made for hire" by Contractor for Library, and the ownership of such Proprietary Materials will vest in Library at the time they are created. To the extent that any Proprietary Materials are not deemed to be owned by Library as a work made for hire or otherwise, Contractor hereby irrevocably assigns to Library all right, title and interest worldwide in any medium from now until the end of time in such Proprietary Materials and all derivative materials/works thereof, without further compensation to Contractor. Contractor appoints Library as its attorney in fact to execute any documents Practice deems necessary to record any of these grants. Contractor shall execute such further instruments and take such further actions as Library may request to establish, maintain or protect its rights in and ownership of the Proprietary Materials.

- 6. Independent Contractor Status.** The Contractor is an independent contractor and not an employee, agent, joint venture or partner of Library. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Library, or any of its affiliates, and Contractor, or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for federal or state tax purposes. Contractor shall retain the right to perform services for others during the term of the Agreement and Library shall retain the right to retain other individuals or organizations to perform the same or different services performed by Contractor. Contractor will not be eligible for any Library employee benefits. Further, except as otherwise set forth herein, Contractor will be responsible for utilizing its own computer and space for the term of this engagement and shall use his/her independent judgment and skill in performing the Services. Contractor acknowledges that it makes this waiver knowingly and voluntarily.
- 7. Representations and Warranties.** Contractor represents and warrants that:
- a) Contractor has the right to provide the Services and that the provision thereof does not and will not infringe any rights of third parties, and that Contractor has the skills and background to perform the Services;
 - b) to the extent any material related to the performance of the Services contains material excerpted from other copyrighted sources prior to publishing the deliverables, Contractor has obtained permission for the usage and publishing of such material.
- 8. Release of Liability.** Except to the extent required by applicable law or for instances of gross negligence or willful misconduct on behalf of Library, Contractor hereby acknowledges and agrees that in no event will Library or any of its employees, contractors, officers, directors, affiliates and representatives ("Library representatives") be liable for any damages, including special, incidental, consequential, punitive or exemplary damages or for any other damages arising out of any action or negligence on the part of Contractor, or any of its agents or employees, and hereby waives and releases Library from any and all such liability.
- 9. Indemnification.** Contractor shall indemnify, defend and hold harmless Library and its employees, contractors, officers, directors, affiliates, agents and representatives ("Library representatives"), from and against all obligations, actions, suits, claims, demands, settlements, judgments, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees), of whatever type or nature incurred by Library by reason of a third party claim or assertion brought against Library and/or Library Representatives arising out of or related to: (a) Contractor's negligence or misconduct or (b) Contractor's failure to comply with, or breach of, this Agreement.
- 10. State and Federal Taxes.** As Contractor is not Library's employee, Contractor is responsible for paying all required state and federal taxes.
- a) Specifically, Library will not, nor will it be obligated to withhold FICA (Social Security) from Contractor's payments; make state or federal unemployment insurance contributions on behalf of Contractor; withhold state or federal income tax from payment to Contractor; make disability insurance contributions on behalf of Contractor; and obtain workers' compensation insurance on behalf of Contractor

b) Contractor will indemnify and hold Library harmless from and against (including any attorneys' fees) any tax, Department of Labor, unemployment insurance, workers' compensation or other liabilities imposed on Library by any governmental authority as a result of Contractor's failure to pay income taxes on consulting payments made by Library to Contractor hereunder.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or collateral negotiations, proposals, agreements and understandings, whether oral or written, relating to the subject matter of the Agreement. Any representation not expressly stated in the Agreement shall not be binding. Except as otherwise stated in the Agreement, any amendments to the Agreement must be in writing and executed by the parties. To the extent the terms of a subsequent writing signed by the parties' conflict with the terms of the Agreement, the terms of the subsequent writing control.
12. **Severance.** If any provision of the Agreement is held or made invalid or unenforceable for any reason, the invalidity will not affect the remainder of the Agreement and the severed provision shall be interpreted to be consistent with the Agreement.
13. **No Waiver.** The failure of either party at any time to enforce or require performance of any provision shall not waive or affect such party's right to enforce any such provision at a later time.
14. **No Reliance.** Each party represents and warrants to the other party that it is NOT relying on any promises, guarantees and/or assurances of the other party that are NOT otherwise expressly contained in the Agreement.
15. **Notice.** Except as otherwise explicitly provided in the Agreement, any notice required or permitted by the Agreement shall be in writing and deemed delivered if delivered (a) by personal delivery when delivered, (b) by overnight courier upon written verification of receipt, (c) by certified or registered mail, return receipt requested, upon verification of receipt, or (d) upon transmission via email to a properly addressed email address as provided herein. Notices must be sent to the contacts and address in the Agreement, or any new address provided by the permitted notice methods
16. **Governing Law, Jury Trial Waiver and Dispute Resolution.** To the extent any reference to state law is required, the laws of the State of New York without regard to its conflicts of law provisions, govern the Agreement. Each party irrevocably and unconditionally consents and submits to the exclusive jurisdiction of the applicable courts located in the State of New York, New York County, or the Federal court whose district encompasses the State of New York, New York County, for purposes of any action, suit or proceeding arising out of or relating to the Agreement **EACH PARTY HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE SUBJECT MATTER HEREOF OR ANY DOCUMENT RELATING HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING OR WHETHER IN CONTRACT OR IN TORT OR OTHERWISE.**

EACH PARTY ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL REGARDING ALL THE TERMS OF THIS AGREEMENT, INCLUDING THIS SECTION, THAT IT FULLY UNDERSTANDS THE TERMS HEREOF, THE CONTENT AND EFFECT, AND THAT IT VOLUNTARILY AND KNOWINGLY AGREES TO THE TERMS HEREOF, AND THAT IN THE EVENT OF ANY AMBIGUITY IN THIS AGREEMENT, ANY PRESUMPTION THAT SUCH AMBIGUITY SHALL BE CONSTRUED AGAINST THE DRAFTER OF THE AGREEMENT SHALL NOT APPLY TO THIS AGREEMENT.

17. Captions. Section headings are for reference purposes only and in no way affect the meaning or interpretation of the Agreement.

18. No Third-Party Beneficiaries. No provision of this Agreement shall create any third-party beneficiary or other rights in any person (including, without limitation any employee or former employee of the parties or of any of their affiliates) and no provision of this Agreement shall create any rights in any such persons in respect of any workplace benefits or benefit plans of Library.

IN WITNESS WHEREOF, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the dates set forth below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

Carl Hendrick
President
Port Jervis Free Library Board of Trustees

Date

Susan Wade

Date