

Seymour Public Library District Board Meeting Agenda  
September 24, 2024 4:30 p.m. at Seymour Library  
176-178 Genesee St, Auburn, NY

*Connect. Engage. Inspire.*

*Seymour Library inspires a love of reading, learning, and discovery through individual growth and community connections in an engaging and welcoming environment.*

The Board of Trustees welcomes residents/cardholders in the library tax district to Seymour Library. There is time reserved at the beginning of each Board meeting for the public to be heard. When the Board President recognizes you, please stand, state your name, and address for the record. The Board of Trustees is pleased to hear relevant comments that pertain to Library business; however, a 3-minute limit is set by the Board to allow for all of the meeting's business to be conducted.

1. Welcome & call to order
2. Adoption of Agenda
3. Public Comment
4. Approval of Consent Agenda
  - a. Minutes of SPLD Board of Trustee meeting held August 27, 2024
  - b. September 2024 Library Report
  - c. 09 16 24 Finance Committee minutes
  - d. 09 10 24 Building Committee minutes
  - e. 09 12 24 Board Governance Committee minutes
5. Action Items
  - a. Review August 2024 Financial Statements
  - b. Review August 2024 Claims
  - c. Audit proposals
  - d. Elevator Maintenance service agreement
  - e. Resolution authorizing Director & Bookkeeper to initiate ACH/EFTs.
  - f. Closed days 2025
  - g. Policy review:
    - i. Amendment to 401 Collection Management – to include Special Collections
    - ii. Draft 713 Animals in the Library
    - iii. Draft revision to Employee Handbook, Section II Fair Treatment Policies, Subsection F Violence in the Workplace
6. Discussion Items
7. Update from the Friends of Seymour Library (Lynda)
8. New Business
9. Adjourn

Important Dates:

- 10/10/24 Board Gov Committee
- 10/17/24 Building Committee
- 10/21/24 Finance Committee
- 10/23/24 Board of Trustees
- 10/23/24 Trustee Election & Budget Referendum
- 11/2/24 Local Author Expo
- 11/14/24 Joint meeting with Friends & Foundation

**Seymour Public Library District**  
**Board of Trustees Meeting**  
**Date: 8/27/2024**

Trustees Present: Cindy Baney, Mike McCole, Debbie Daloia, Kim Schulze, Bill Foster, Lynda DeOrio, Meg Vanek, Nancy Karpinski, Clyde Howard.

Staff Present: Lisa Carr, Dixie Warner-Webert, Dori Gottschalk-Fielding

Agenda Item	Description	Discussion	Action Taken/Next Steps
1	Welcome & Call to Order		Clyde Howard
2	Adoption of Agenda		Agenda was adopted with no changes on a motion by Debbie Daloia seconded by Cindy Baney, motion passed unanimously.
3	Public Comment	none	
4	Approval of Consent Agenda	Consent Agenda includes: <ul style="list-style-type: none"> <li>● Minutes of the SLPD July 23, 2024 meeting</li> <li>● August 2024 Library Report</li> <li>● Committee reports               <ul style="list-style-type: none"> <li>○ Board Governance 8/8/24</li> <li>○ Finance 8/19/24</li> </ul> </li> </ul>	The Consent Agenda was approved unanimously on a motion by Meg Vanek, seconded by Bill Foster.
<b>Action Items</b>			
5	July 2024 Financial Statements		Financial Statements for July 2024 were approved unanimously on a motion by Lynda DeOrio, seconded by Cindy Baney.
6	July Claims		Claims for July 2024 were approved unanimously on a motion by Kim Schulze, seconded by Mile McCole.
.	Proposed 2025 Operating Budget	Proposed budget includes a \$68,250 increase to the tax levy. This increase covers increased costs, deferred expenses (from our austerity budget this year), the first COLA for staff since 2020 and will add funds to a capital reserve in anticipation of maintenance expenses.	Motion to approve the 2025 Operating Budget by Mike McCole, seconded by Meg Vanek, passed unanimously.
	Approval of appointment Jill Hand	Librarian 1, Full Time	Motion to approve appointment of Jill Hand to Librarian 1 by Mike McCole, second by Kim Schulze, approved unanimously.
	Approval of second full time Senior Library Associate position	Lisa has submitted a New Position Duties statement to Cayuga County Civil Service for consideration at their September meeting.	Motion to approve second Senior Library Associate by Debbie Daloia, seconded by Lynda DeOrio. Approved unanimously
	Policy Review	Policy on Expressing Breast Milk in the Workplace	Approved unanimously on a motion by Meg Vanek, seconded by Cindy Baney/Nancy Karpinski.

Discussion Items		
	Election	Legal ad 9/3, trustee petitions due by 9/17, info session 9/4, public hearing 10/2
	2024-25 Organizational Chart	<p>Lisa shared a new organization chart that shows Programming/Outreach as a department.</p> <ul style="list-style-type: none"> <li>• The Family Space is no longer a department and is considered a service point under Library Experiences.</li> <li>• The staff under Library Experiences will now report to Olivia and Bill (Senior Library Associates).</li> <li>• Dori's position (Director of Development) has moved to Administration. Lisa and Dori are discussing where the History Discovery Center should reside in the future (probably split between Reader &amp; Information Services and Programming/Outreach).</li> <li>• Facilities is now listed as a separate department, still reporting to Lisa.</li> <li>• Technology is not included in this chart but is something Lisa is looking at for the future.</li> </ul>
	Friends of Seymour Library	Lynda DeOrio reported that the Book Nook has garnered \$600+. The Friends plan to participate in First Friday to encourage book sales/donations.
	New Business	Strategic plan on agenda for next meeting

The meeting adjourned at 5:30 pm on a motion by Meg Vanek, seconded by Mike McCole, passed unanimously.

Next Regular Board of Trustees Meeting: 9/24/24

Respectfully Submitted,  
Cindy Baney, Secretary

## SPLD Finance Committee Meeting Minutes

9/16/2024

Present: Mike Trapani, Mike McCole, Clyde Howard, Molly LaLonde, Melanie Shernesky, Deb Daloia, Lisa Carr, Patti Festa (zoom)

Excused: Jim Hanley, Kim Schulze

Deb called the meeting to order at 4:31PM

### August 2024 Financial Reports

The committee reviewed the P&L and the Balance Sheet. Clyde asked how depreciation was calculated. Melanie responded the amount of depreciation is a number provided by the auditor. Lisa added the auditors maintain a schedule of fixed assets that she is asked to review periodically.

- Motion to approve August 2024 financial reports was made by Mike McCole. Seconded by Clyde Howard. Approved unanimously.

### August 2024 Claims

Molly LaLonde reported there was nothing out of the ordinary in claims paid in August.

- Motion to approve claims paid in August 2024 was made by Clyde Howard. Seconded by Mike McCole. Approved unanimously.

Treasurer's Report – Patti reported we received \$31,409 from NYS to close out the West Lobby construction project.

Dunn report: the only activity was interest on the accounts

Discussion:

- Audit RFPS from Dannible & McKee, JA Pomp, and FustCharles were reviewed. Lisa will ask Mr. Pompo for clarification on his estimate of hours for the proposal. Lisa will contact Mr. Smith (FustCharles) to ask if he can reduce the fee quoted in the proposal.
- EFT/ACH Policy Review: tabled
- Clyde made a motion to recommend the Board of Trustees pass a resolution authorizing the Library Director and Bookkeeper to enroll Seymour Public Library District into ACH Arrangements and authorizes use of Electronic Fund Transactions for executing payment, debit or credit transfers as stated in the EFT/ACH Policy. Seconded by Deb. Approved unanimously.

The meeting adjourned at 5:16pm.

Respectfully submitted,

Lisa Carr, Director

Seymour Public Library District  
Minutes of the Building Committee  
September 10, 2024

Attending: Michael McCole, Clyde Howard, Bill Foster, Kim Shulze, Chris Hutchinson, Lisa Carr

The meeting was called to order at 4:08pm.

Ms. Carr led a discussion on several building condition issues. The first item concerned an ongoing leak in a storage room located off the Children's Library reading room and under the outside stairs of the historic entrance. Building staff had recently discovered two rusty pieces of metal which had detached from the ceiling. Ms. Carr stated that leaks in the room had been an ongoing issue and were hoped to be remedied through the roof replacement project. Since completion of the roof replacement, minor leaks have continued. Ms. Carr stated that staff will continue to monitor the area and further assessment will be required.

A minor leak around the flashing of the sloped roof on the North of the building was also noted during a recent rain. This area is part of the newly installed roof. Ms. Carr is contacting C&S to resolve the matter.

A "plank" in the north reading room was observed to be loose. Ms. Carr requested that members of the committee examine the area and make recommendations. An examination led to the conclusion that the "plank" is spray-on decorative coating that has released from the underlying steel support beam. The beam can be observed under the coating and appears structurally sound. The matter is cosmetic and will require repair to reattach the spray-on coating.

The committee discussed the availability of state funding or grants for historic preservation to repair the outside stairs and make improvements to the lobby. Exterior masonry work will most likely be required to address the leak in the storage room.

A discussion was held on Ms. Carr's recommendation that \$1,150 from the Capital Reserve fund be utilized to make repairs to a section of the roof in which the incorrect material was previously used for repairs. This matter was identified in May 2024 by J&B Roofing during an inspection and leaf removal. Mr. Howard made a motion that the matter be referred to the entire Board with a recommendation to utilize the funds and

make the repair. Ms. Shulze seconded the motion, and the motion was approved unanimously.

Ms. Carr stated that two lights in the parking lot will be changed by NYSEG to LED lights at no cost to the library. A light pole located along the brick side wall will also be removed by NYSEG.

Paint is peeling in the historic lobby area on a portion of the wall covering the old chimney. Ms. Carr stated that the peeling paint is unsightly and should be repaired, however she is concerned that some of the paint may contain lead and would require remediation beyond the level of building staff. Mr. Howard stated that he will contact a retired painting professional and request that he examine the area and provide insight.

The interior cast iron drains from the roof have shown signs of leaking. Ms. Carr stated that during heavy rains a minor leak has been detected in a joint located in the attic and a wet area has been detected in the boiler room where the cast iron pipe enters the floor. A discussion determined that if the leak is at a joint the area could be repacked. It is also possible that the pipe is plugged somewhere causing water to back up. Ms. Carr will contact Lilly Plumbing and request an assessment of the problem.

Ms. Carr is working on obtaining bids for restriping the parking lot. To date, only one contractor, Dependable Paving, has responded and they have no current availability.

Ms. Carr stated that NY State has recently made changes to the reimbursement formula on certain future grants available to the library. A new reimbursement rate of 90% versus the prior lower rates would be beneficial to the library should we obtain grant funding for the exterior stair repairs or historic lobby renovation.

Ms. Carr stated that a patch of poison ivy has been detected in the corner of the parking lot. Mr. Libertore stated that he would spray the area and eliminate the ivy.

A volunteer day to put the flower garden to bed for the winter is upcoming. Ms. Carr will be seeking community volunteers for a weekend in October/November to clean up the gardens.

A discussion was then held on the status of anticipated upcoming projects. The North Lobby project still requires grant match funding and a final cost determination from Beardsley Associates for the project. Ms. Carr also stated that she wants to review the requirements for hazardous material testing as the changes in the scope of work may

have brought other areas into consideration for repair/renovation. Ms. Carr wants to be certain that all areas have been thoroughly and properly tested.

The West Lobby lighting continues to be an unresolved issue. Approximately \$8,000 is still owed to Knapp Electric for finalization of the lighting. To date, the supplier has been unable to provide the necessary materials to complete the project. Ms. Carr will research options to include pursuing a possible remedy under the contractor's performance bond to resolve this matter.

A new elevator maintenance agreement will be required as the warranty is set to expire. Ms. Carr stated the Elevatitt has responded to the request for proposal to provide a maintenance service agreement for the elevator and wheelchair lift. The matter will be discussed with the entire board at a future meeting.

Ms. Carr stated that a "Welcome Ambassador" volunteer position is expected to be created in the coming weeks. This will necessitate the placement of a podium or similar structure in the North lobby and the removal of the circulation desk currently in the room. The new podium will be staffed by volunteers when available and library staff at other times to assist library patrons as needed.

The next meeting of the building committee will be held on October 8, 2024 at 4:00pm. Mr. Howard motioned to adjourn, Mr. Libertore seconded and the meeting was unanimously adjourned at 4:58pm

## Seymour Public Library District Profit & Loss Budget Performance August 2024

	Aug 2024	Jan - Aug 2024	Annual Budget	Balance	67% of Year
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
4000 · Tax Revenue	81,250.00	650,000.00	975,000.00	325,000.00	67%
4100 · Foundation Income	0.00	5,988.15	8,538.00	2,549.85	70%
4200 · State & Local Funding	0.00	14,533.70	14,157.00	-376.70	103%
4300 · Patron Fees	476.69	4,193.96	4,465.00	271.04	94%
4400 · Gifts	301.26	28,971.25	15,150.00	-13,821.25	191%
4800 · Interest Income	630.98	5,060.83	5,000.00	-60.83	101%
4900 · Miscellaneous Income	360.00	3,316.28	500.00	-2,816.28	663%
4330 · Swag	0.00	0.00	600.00	600.00	0%
<b>Total Income</b>	<b>83,018.93</b>	<b>712,064.17</b>	<b>1,023,410.00</b>		<b>70%</b>
<b>Gross Profit</b>	<b>83,018.93</b>	<b>712,064.17</b>	<b>1,023,410.00</b>		<b>70%</b>
<b>Expense</b>					
6000 · Administrative	3,216.46	38,037.30	50,850.00	12,812.70	75%
6070 · Communications & Marketing (PR)	749.82	5,523.85	8,502.00	2,978.15	65%
6300 · Building & Grounds	2,059.20	27,462.06	39,506.00	12,043.94	70%
6500 · Materials	3,711.96	38,022.52	55,500.00	17,477.48	69%
7000 · Payroll & Related Expenses	70,780.80	573,802.96	850,177.00	276,374.04	67%
7200 · Programs, Services, Supplies	30.49	923.52	1,100.00	176.48	84%
7400 · Technology	1,429.22	11,209.12	17,775.00	6,565.88	63%
<b>Total Expense</b>	<b>81,977.95</b>	<b>694,981.33</b>	<b>1,023,410.00</b>		<b>68%</b>
<b>Net Ordinary Income</b>	<b>1,040.98</b>	<b>17,082.84</b>	<b>0.00</b>		
<b>Other Income/Expense</b>					
<b>Other Income</b>					
4600 · Grants and Special Income	31,409.00	75,228.34	28,000.00		
4850 · Rent In-Kind Income	13,629.17	109,033.32			
<b>Total Other Income</b>	<b>45,038.17</b>	<b>184,261.66</b>	<b>28,000.00</b>		
<b>Other Expense</b>					
7540 · Rent In-Kind Expense	13,629.17	109,033.32			
9020 · Depreciation Expense	8,995.65	71,965.16			
9030 · Grant/Aid Funded Expenditures	9,811.10	39,858.28			
<b>Total Other Expense</b>	<b>32,435.92</b>	<b>220,856.76</b>			
<b>Net Other Income</b>	<b>12,602.25</b>	<b>-36,595.10</b>	<b>28,000.00</b>		
<b>Net Income</b>	<b>13,643.23</b>	<b>-19,512.26</b>	<b>28,000.00</b>		



**Seymour Public Library District**  
**Balance Sheet Prev Year Comparison**  
 As of August 31, 2024

	<u>Aug 31, 2024</u>	<u>Aug 31, 2023</u>
<b>ASSETS</b>		
Current Assets		
Checking/Savings	1,344,051.59	1,301,234.77
Other Current Assets		
1200 · Petty Cash	230.00	253.00
1210 · Accounts Receivable	1,062.63	778.55
1400 · Prepaid Expenses	9,265.30	17,465.93
1410 · Prepaid Insurance	1,946.52	1,659.24
<b>Total Other Current Assets</b>	<u>12,504.45</u>	<u>20,156.72</u>
<b>Total Current Assets</b>	<u>1,356,556.04</u>	<u>1,321,391.49</u>
Fixed Assets		
1502 · Equipment.	15,698.37	10,322.81
1503 · Furniture & Fixtures.	171,093.45	191,488.24
1504 · Improvements.	1,653,048.45	1,633,283.27
<b>Total Fixed Assets</b>	<u>1,839,840.27</u>	<u>1,835,094.32</u>
Other Assets		
1700 · Beneficial Int. Perpetual Trust	4,711,419.32	4,219,235.69
<b>Total Other Assets</b>	<u>4,711,419.32</u>	<u>4,219,235.69</u>
<b>TOTAL ASSETS</b>	<u><u>7,907,815.63</u></u>	<u><u>7,375,721.50</u></u>
<b>LIABILITIES &amp; EQUITY</b>		
Liabilities		
Current Liabilities		
Accounts Payable	14,570.98	12,616.24
Credit Cards	1,295.99	1,212.90
Other Current Liabilities		
2600 · Deferred Tax Revenue	325,000.00	308,000.01
2200 · Payroll Liabilities	76,727.98	64,851.45
2820 · Conditional Grant Advance	551,785.00	551,785.00
<b>Total Other Current Liabilities</b>	<u>953,512.98</u>	<u>924,636.46</u>
<b>Total Current Liabilities</b>	<u>969,379.95</u>	<u>938,465.60</u>
<b>Total Liabilities</b>	969,379.95	938,465.60
Equity		
3100 · Board Designated Funds	188,893.92	349,649.59
3300 · Temp. Restricted Net Assets	19,891.78	29,214.99
3399 · Restricted-Beneficial Interest	4,711,419.32	4,219,235.92
3600 · Unrestricted Net Assets	2,037,742.92	2,101,381.45
Net Income	-19,512.26	-262,226.05
<b>Total Equity</b>	<u>6,938,435.68</u>	<u>6,437,255.90</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>7,907,815.63</u></u>	<u><u>7,375,721.50</u></u>

# ELEVATTITT

210 Marcellus Street

Syracuse, New York 13204

Office: 315-476-5458 Fax: 315-476-0324

“Old School Customer Service”

## SERVICE AGREEMENT

**Date:** August 7, 2024

**Owner:**

Seymour Library  
176-178 Genesee Street  
Auburn, NY 13021

**Building:**

Seymour Library  
176-178 Genesee Street  
Auburn, NY 13021

Units- 2  
Manufacturer- Schindler/Garaventa  
Type of Duty- Passenger  
Type of Drive- Hydraulic/WCL

ELEVATTIT hereby agrees to service the above-listed equipment as described per terms and conditions set forth.

**ITEMS IN BOLD TYPE AND UNDERLINED ARE INCLUDED IN THIS CONTRACT:**

**Limited Maintenance (LM)**

**Emergency call backs during regular working hours (8:00 AM through 4:00 PM, Monday through Friday, except Holidays).**

Emergency call backs during overtime (nights, weekends, Holidays).

**Annual pressure test (applicable to hydraulic elevators only).**

Annual No Load Test (applicable to traction elevators only).

Perform the Annual No-Load Safety Test as required by New York State law under the guidelines of the ANSI A17.1 elevator safety code 2016 edition. In performing such a test we shall not be held responsible for the failure of safety devices to function properly or for any damage resulting thereof. Any repairs, adjustments or retesting shall be performed at an additional cost and will be billed at our current labor rates, only upon your prior approval. However, reasonable care will be taken to obtain a proper test.

Five-year full load test, governor calibration, buffer test, final limit switch test, and run-by clearance check (applicable to traction elevators only).

Perform the Five-Year Full Load Safety Test as required by New York State law under the guidelines of the ANSI A17.1 elevator safety code 2016 edition. Included in these tests are governor calibration, static brake test, governor pull through test, inspection and testing of all safety related switches.

In performing such tests, we shall not be responsible for the failure of safety devices to function properly or for any damage resulting thereof. Any repairs, adjustments or retesting shall be performed and billed at our prevailing labor rates of \$310.00/hr. for mechanic and \$230.00/hr. for a helper= \$540.00 team hours. However, reasonable efforts will be made to obtain a proper test. It will include the examination of the safety devices before and after the completion of said tests.

We agree to repair or replace major parts of the elevator system when conditions warrant in the opinion of ELEVATTIT or upon notification by a competent governing authority.

**We agree to repair or replace minor parts of the elevator system when conditions warrant in the opinion of ELEVATTIT, or upon notification by a competent governing authority.**

**We agree to utilize quality maintenance products.**

1. We agree to service the equipment on a **quarterly** basis. This includes the examination, routine minor adjustment, and lubrication of the elevator system where required.
2. We will use trained labor directly employed and supervised by us. They will use all reasonable care to assure that the elevator equipment will remain in proper and safe operating condition, to the extent required by contract.
3. Spare lending and replacement parts are stocked in our local warehouse to facilitate prompt service.
4. When FM or LM is proposed and emergency callbacks during overtime hours are excluded, you agree to pay for the overtime portion at our company's prevailing billing rate, including travel time round trip, plus expenses.
5. When FM or LM is proposed and emergency callbacks during regular time are included, we agree to include the time and expenses incurred by our mechanic in traveling to the job site at no additional charge, unless specifically stated otherwise. An emergency call-back shall be defined as a response to an elevator inoperative or not operating correctly, which may be returned to proper operation without resorting to major or extensive repairs, within two hours.
6. When pressure or safety tests are conducted, we shall not be held responsible for failure of equipment to perform satisfactorily or for any damage to equipment or supports caused by the performance of such tests, or for making any necessary repairs and subsequent retesting without additional compensation.
7. When PS is proposed, it is agreed that an elevator mechanic will perform the following duties, which are:
  - A. Examination of equipment for proper operation.
  - B. Filling in report forms.
  - C. Lubrication of equipment.
  - D. Minor repairs, time permitting.
  - E. Housekeeping in machinery areas, car tops and pits.

Duties shall be performed in this order, and it shall not constitute default if all duties are not completed on each visit, due to equipment and building conditions or delays beyond our control.

8. We will not make repairs or renewals necessitated by reason of fire, flood, corrosion, riot, vandalism, negligence, misuse, or any cause beyond our immediate control, except equipment failure. We will not assume responsibility for any loss due to strikes, lockouts, material shortages by suppliers, acts of God, acts of government, or acts of individuals. Under no circumstances shall we be liable for consequential damages or for absorbing costs for answering emergency trouble calls, due to building power failure, door obstructions, faulty smoke detectors, adverse weather conditions or assume liability for improper elevator usage by employees, tenants, visitors, the public or upon arrival find the elevator operating normally. Such responses, costs incurred by us or

- needed repairs will be chargeable at our regular hourly labor rates.
9. If not obtainable by ELEVATTIT, Inc, owner agrees to secure from the equipment manufacturer or installer, all technical information and service tools necessary for the proper execution of this agreement at his/her own cost. ELEVATTIT, Inc. shall not be held liable for any losses incurred due to our failure to restore your equipment to service or to proper operation due to the lack of this information, nor shall such occurrence constitute a default of contract. Time and effort spent by our service personnel in troubleshooting problems without the needed technical data and OEM diagnostic tools shall be chargeable after a reasonable effort of four-man hours. Should a condition arise where an OEM only part or diagnostic tool is required, we will notify you. You agree to promptly contact the OEM for diagnostic service and repair and are responsible for all costs associated with that repair.
  10. We assume no responsibility for replacement of the following items of elevator equipment:
    - **Car enclosure, floor, and canopy, any buried or concealed equipment including but not necessarily limited to conduit, oil line, hydraulic cylinders & pistons. Car and hoistway door panels, car handrails, mirrors, protective pads, light fixtures, and balustrades. Painting or refinishing of metal or woods. Car telephones, intercom system, security system, smoke detectors and heat sensors. Solid state and computer equipment unless all technical manuals applicable are furnished (all elevator equipment over 20 years old is exempt from coverage). Hoistway door frames and sills. Any part that is no longer manufactured or available new from the original manufacturer. Batteries, such as car Emergency lights and Battery Lowering.**
  11. We shall not be required to install new attachments, or parts of a different design from those now constituting the elevator system, unless agreed upon in advance or under separate contract.
  12. Due to considerable wear, the following parts may have to be repaired in the near future. We are accepting them in their present condition with the understanding that you are to pay, in addition to the base amount of the contract, an extra fee at the time the items listed are repaired or replaced:  
Existing Violations, packings, door operator
  13. A certificate of insurance, showing public liability, products, and completed operations will be supplied if requested. The Owner shall keep elevator pits and machine rooms free from water, excessive debris, stored materials, and protect equipment from adverse climate conditions.
  14. The Owner agrees to maintain surveillance of his elevator and to discontinue immediately from service such equipment that becomes unsafe or operates in a manner that is unsatisfactory or might cause injury to a user.
  15. The Owner retains control and management of the elevator equipment.
  16. The Owner shall notify ELEVATTIT, immediately of any incident by phone, followed up in writing by certified mail, return receipt requested, within 24 hours of any such occurrence, change of ownership, usage or any other change affecting the equipment or duties to be carried out under this agreement.
  17. Owner shall, at all times and at own cost, maintain liability coverage, comprehensive bodily injury and property damage insurance, including damage coverage caused by ownership use or operation of the equipment described herein.
  18. Existing defects noted within the first 90 days of start of contract are not included. Any repairs resulting thereof are hereby agreed upon to be performed over and above this contract at an additional cost.
  19. ELEVATTIT will not be responsible for any failure and/or any delay of the work or performance of its obligations on the project caused by conditions beyond the control of ELEVATTIT, including, but not limited to: any acts of God, natural disasters, governmental restrictions, epidemics/pandemics, stays, judgments, orders, decrees, enemy actions, civil commotion, fire,

casualty, strikes, work stoppages, shortages of labor or materials, embargoes, unusual delays in transportation, national emergency, and stormy and inclement weather conditions in which the work cannot continue or any such delay occurs.

20. We agree that we shall be liable for accidents and injuries to person or property when adjudged by a court of competent jurisdiction (in a final, non-appealable matter) to have been caused by the sole negligence or willful misconduct of ELEVATTIT or our employees. In all other instances, Customer shall indemnify, defend and hold harmless ELEVATTIT, our shareholders, director, officers, employees, and agents, against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the equipment. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.



**Additional Terms:**

The term of this agreement shall be **effective September 1, 2024 to August 31, 2029.** Thereafter it will be renewable by signed new signed contract or addendum only.

If payments are not made within the terms of this contract when due, ELEVATTIT may elect to cancel or suspend this contract at will and shall not be held liable for any acts, omissions, losses, damages, accidents or injuries during such period. Upon receipt of payment of arrears, the company may at its option re-institute services hereunder, or require additional work at additional costs to restore equipment condition. Outstanding invoices after 30 days of billing date shall be subject to 1.5% interest monthly. It is agreed that you will pay all legal fees, attorney fees, and collection fees incurred to obtain all monies due.

The charge for the services herein stated shall be **Seven Hundred Ninety Five Dollars (\$795.00) plus tax,** which the owner agrees to pay quarterly, in advance, upon receipt of invoice during the term of the contract. The charge for the services herein shall be for the remainder of the contract term. All payments are due upon receipt.

**The monthly charges for one elevator are as follows:**

***\$185.00 per month per elevator (1)***

***\$80.00 per month per WCL (1)***

The prices set forth shall be adjusted on the anniversary date of this agreement in effect to compensate for changes in the cost of labor, material, and insurance premiums. This price is good until 30 days from submission date.

This document shall become a valid contract only when accepted by the Purchaser or his duly authorized representative and subsequently by an Officer of ELEVATTIT and shall constitute the entire agreement between the parties. All representations, obligations, responsibilities, intentions, and promises have been expressly set out in this agreement. No agent, representative, or employees of the Purchaser have the authority to waive any provision, make changes or additions without prior agreement by both parties.

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

Submitted by: Jessica Pensabene \_\_\_\_\_

Jessica Pensabene

Authorized by: \_\_\_\_\_

Dave Pettitt / President

**ELEVATTIT**

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

Seymour Public Library District

*Resolution to Authorize certain persons to use ACH/EFT transactions*

*WHEREAS*, Seymour Public Library District Board of Trustees is determined to authorize certain person(s) described hereunder the ability to enroll Seymour Public Library District (“Library”) into Automated Clearinghouse (ACH)/Electronic Funds Transfer (EFT) arrangements, be it;

*RESOLVED*, that the Board of Trustees is hereby authorized to authorize and empower the person holding the title of “Director” and the person holding the title of “Bookkeeper” to enroll Seymour Public Library District into ACH arrangements and authorizes use of Electronic Fund Transactions for executing payments, debit, or credit transfers which are processed through an Automated Clearinghouse (ACH) when such actions conform with Library Policy 502 Electronic Funds and Automated Clearinghouse Transactions.

The undersigned certifies that they are the properly elected and qualified Secretary of Seymour Public Library District, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Trustees Seymour Public Library District at a regular meeting of the Board of Trustees held on September 24, 2024.

I, as authorized by the Library, hereby certify and attest that all the information above is true and correct.

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Cindy Baney,  
Secretary

# 2025 Closed Days

Date	Day of Week	Paid Holiday	Closed Days
Floating		Stay Home and Read Day	
January 1	Wednesday	New Year's Day	
January 20	Monday	MLK Day	
April 4	Friday		Staff development
May 26	Monday	Memorial Day	
June 19	Thursday	Juneteenth	
July 4	Friday	Independence Day	
September 1	Monday	Labor Day	
October 3	Friday		Staff development
November 26	Wednesday	Thanksgiving	Close at 2pm
November 27	Thursday		
November 28	Friday		
December 24	Wednesday	Christmas Holiday	
December 25	Thursday		
December 31	Wednesday		Close at 2pm
January 1, 2026	Thursday	New Year's Day	



# **Amendment to Policy 401: Collections Management**

## **Special Collections Statement**

Special collections at Seymour Library cover topics of historical or cultural significance for the library community. Special collections are governed by the Library's Collection Management Policy. Seymour Library's Mission Statement applies to all services and collections.

### Special Collections at Seymour Library

- The Mary VanSickle Wait Local History Discovery Center
- The Peace Collection

## **The Peace Collection**

The Peace Collection is a special collection available at Seymour Library that features fiction and nonfiction books for all age groups that focus on fostering peace and promote a culture of understanding, equity and kindness. The Peace Collection is based on the Literacy Library Collection for Equity, Social Justice & Peace, a special collection at the Merriweather Branch Library in Buffalo which was started as a response to the violence perpetrated on May 14, 2022. Seymour Library's Peace Collection was started with funds from the Historic and Cultural Sites Commission and began with the addition of 118 titles. Additional titles that fit the criteria of fostering peace and promoting a culture of understanding, equity and kindness will be added to the collection as part of the Library's Collection Management policy and using library funds or through grant funding. Removal or replacement of materials will also adhere to the Library's Collection Management Policy.

# Seymour Public Library District

**Policy Title: Animals in the Library**

**Policy Number 713**

**Policy Category: Public Space & Safety**

**Effective Date:**

## **Purpose**

Seymour Public Library District is committed to providing a welcoming environment for all patrons, including those who rely on service animals for assistance. This policy outlines the guidelines regarding the presence of service animals and pets within the library to ensure the comfort, safety, and accessibility of the facility for all visitors.

## **Definitions**

- **Service Animal Under Title II and Title III of the ADA:** a service animal means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Under both New York law and the federal Americans with Disabilities Act (ADA), businesses and facilities that serve the public must permit a service animal in all areas of the facility where customers are allowed or the public is invited.
- **Emotional Support Animal According to the U.S. Department of Housing and Urban Development (HUD),** an emotional support animal is any animal that provides emotional support alleviating one or more symptoms or effects of a person's disability. The animal does not have special training to perform tasks that assist people with disabilities. Therefore they are not a service animal, and neither New York or ADA law protects the right to have the emotional support animal in public facilities.
- **Therapy or Comfort Animal:** Comfort animals work during active crises to offer a calming distraction, and therapy animals provide people with healing contact to improve their physical, social, emotional, or cognitive functioning. While these animals may receive extensive training and may interact with all sorts of people, including an individual with a disability, they are not trained to perform a specific task for an individual with a disability. Therefore they are not a service animal, and neither New York or ADA law protects the right to have the therapy or comfort animal in public facilities.

## **Policy**

All animals must be under the full custody and control of their handler at all times while on library property.

No pets or animals other than service animals, service animals in training, or animals that are part of a Library sponsored program are allowed in the Library. Owners of pets may be asked to remove them from the Library.

Individuals with disabilities may bring their service animals into all areas of the Library where members of the public are normally allowed to go. All service animals must be on a leash or harness at all times unless the handler is unable to leash or harness the animal because of a disability or use of a leash or harness would interfere with the animal's safe, effective performance of work or tasks. If the service animal cannot be leashed or harnessed, it must be otherwise under the handler's control (e.g., voice control, signals, or other effective means). Owners of the service animals are solely responsible for the supervision and care of the service animal. Therefore, owners must keep the service animal directly with them at all times.

Users of service animals are not required to show papers or to prove a disability. Service animals are not required to be licensed or certified by a state or local government or training program, or be identified by a special harness or collar.

Library staff may ask: “Is this animal a service animal?” and “What work or task has the dog been trained to perform?” Owners of service animals or service animals in training must indicate that they are working and not pets. Terms used may include assistance, service, guide, hearing, or helping dog. Library staff may not ask about the owner’s disability.

A person with a disability may not be asked to remove their service animal or service animal in training from the Library unless the presence, behavior, or actions of the service animal constitute an unreasonable risk of injury or harm to property or other persons, or the animal is disruptive and the owner does not take effective action to control it. In these cases, Library employees must give the person with the disability the option to obtain Library services without having the service animal or service animal in training on the premises. Fear of allergies, annoyance on the part of other patrons or employees, or fear of dogs are generally not valid reasons for denying access or refusing service to people with service animals or service animals in training.

**Library-Sponsored Events:** From time to time, the library may host events where pets are allowed (such as pet adoption drives or animal education programs). During such events, pets must be well-behaved, properly restrained, and under their handler's control at all times.

### **Animal Endangerment**

The Library does not condone leaving non-service animals outside the Library in a way that may endanger the animal or Library patrons. The Library reserves the right to contact the police regarding any unattended animals on its premises. The Library also reserves the right to ban patrons who endanger animals in such a way.

### **Grievances:**

The Library is committed to the equitable use of the Library for all its patrons. Any patron who feels their use of the Library has been compromised due to this policy should report grievances to the Director or their designee.

### **Citations & Related References**

Americans with Disabilities Act (ADA) of 1990, Title II, Section 35.136 (Revised September 15, 2010); Beginning on March 5, 2011, only dogs are recognized as service animals under Titles II and III of the ADA.

Seymour Library does not tolerate workplace violence. The Library considers any act or threat of violence as legitimate, and will take immediate, appropriate action, including the involvement of law enforcement and prosecution to the fullest extent of the law.

Workplace violence is any behavior that is violent, threatens violence, coerces, harasses, bullies or intimidates others. Domestic violence<sup>1</sup> often spills over into the workplace, compromising the safety of both victims and co-workers.

Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by a coworker, supervisor, member library personnel, or member of the public:

- A. Possession of weapons of any kind on Library property, including exterior premises or while engaged in activities for the Library in other locations, or at Library sponsored events.
- B. Disruptive behavior that disturbs, interferes with, or prevents normal work activities, such as but not limited to, yelling, using profanity, verbally abusing others, or menacing or threatening gestures.
- C. Menacing or threatening behavior, such as but not limited to, damaging property, stalking, or otherwise acting aggressively is prohibited. Making oral or written statements specifically intended to frighten, coerce, or threaten are prohibited.
- D. Physical contact causing harm, such as but not limited to, slapping, stabbing, punching, striking, shoving, or other physical attacks.

The Library designates the Director who is available to support those in need of assistance around the issue of domestic violence. The Library shall comply and assist with enforcement of all known court orders of protection (OP), particularly orders in which abusers have been ordered to stay away from the work site. If requested by the victim of domestic violence or law enforcement, the Library shall provide information in its possession concerning an alleged violation of an OP. Employees are encouraged to bring their OP to the Director. The Director will discuss with the employee a plan on how to best proceed to ensure the safest possible work environment for the employee and the rest of the staff. A plan will address concerns if the victim and the offender are both employed by the Library.

The Library shall hold accountable employees who engage in any of the following behavior:

- (1) using Library resources to commit an act of domestic violence;
- (2) committing an act of domestic violence from or at the workplace or from any other location while on official Library business; or
- (3) using their job-related authority and/or Library resources in order to negatively affect victims and /or assist perpetrators in locating a victim and/or in perpetrating an act of domestic violence.

In cases in which the Library has found that an employee has threatened, harassed, or abused an intimate partner at the workplace using Library resources such as work time, workplace telephones, FAX machines, mail, e-mail or other means, said employee should be subject to corrective or disciplinary action, up to and including termination.

Any instances of workplace violence, including but not limited to domestic violence, must be reported to the Director or designee. Verbal notification to the Director (or Board President if the case involves the Director) shall be followed up within 48 hours by a written narrative detailing the incident(s). Prompt notification is necessary so that the Director may conduct a full and objective investigation into the allegations in a timely manner.

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<sup>1</sup> Domestic violence occurs within a wide spectrum of relationships, including married and formerly married couples, couples with children in common, couples who live together or have lived together, gay, lesbian, bisexual and transgender couples, and couples who are dating or who have dated in the past.

If the Director determines that a violation of the Harassment or Workplace Violence policy has occurred, appropriate discipline will be imposed, up to and including termination.