I Oath of Office
   a) Michael Krevor & Sima Vasa - Trustees
   b) Michael P. Tomicich – Treasurer
   c) Lynn Moessner – District Clerk

II Approval of June 21, 2023 Board of Trustees Minutes

III Approval of June 2023 Warrants

IV Approval June 2023 Staff Changes

V Annual Reorganization
   a) Reaffirmation of Procedures set forth in the General Municipal Law, Section 104-B
   b) Reaffirmation of Library’s Investment and Purchasing Policies
   c) Proposal for Bond, Schoeneck & King General Counsel Services
   d) Proposal for Cullen & Danowski Accounting Services
   e) Proposal for Gryphon Technologies Computer Services
   f) Proposal for Rynkar, Vail & Barrett Auditing Services
   g) Appointment of Investment Officer
   h) Appointment of Library Purchasing Agent
   i) Appointment of Library Treasurer – Michael P. Tomicich
   j) Appointment of District Clerk
   k) Nominating Committee Slate
   l) Election of Officers of Board of Trustees for 2023/2024
   m) Designation of Bank Depository
   n) Acceptance of Amount of Petty Cash
   o) Conflict of Interest Document
   p) Resolution for Prepaid Public Utilities

VI Director’s Report
   a) Façade and Roof Update
      1) H2M Revised Change Order #2 Letter
      2) H2M & Preferred Construction Change Order #3
   b) Approval of 2023/2024 Holiday Schedule
   c) PILOT Monies
   d) Personal Registration Day for 2024 Election – April 2, 2024
   e) Foundation Gala Event – September 9, 2023
VII  President's Report
    a) Review of Internal Controls
    b) Approval of Board Meeting Schedule for 2023/2024
    c) Acceptance of Warrant Signing Schedule for 2023/2024
    d) Board of Trustees' Committee Appointments
    e) Board Objectives

VIII  Councils.
    a) Art Advisory Council Members
    b) Children’s Advisory Council Members
    c) Health Advisory Council Members
    d) Music Advisory Council Members
    e) Nautical Advisory Council Members
       1. New Member – George Catallo
    f) Books for Dessert Advisory Board
    g) ESOL Tutors

IX   Foundation
    a) 2023/2024 Members
    b) New Members – Rachel Segal, Samantha Adler

X    Friends of the Library
    a) 2023/2024 Board Members

XI   Public Comments

XII  Adjournment
PORT WASHINGTON PUBLIC LIBRARY
UNAPPROVED MINUTES OF
THE BOARD OF TRUSTEES MEETING
June 21, 2023

Participants: Patricia Bridges, Presiding
Michael Krevor
Matthew Straus
Bill Keller
Adrienne Saur
Keith Klang

Ms. Bridges opened the public meeting at 7:50pm going off agenda and introducing Cristina and General from the firm of Me and General Design. Cristina and General presented a slide show of the design renderings for the Makerspace Lab Renovation. The design provides for flexibility and multipurpose usage and will incorporate an open room with clear views from the public desk. The Board’s questions were addressed and will be incorporated in the final design. Ms. Bridges thanked Cristina and General for the presentation.

Ms. Bridges continued the meeting stating the Board of Trustees met at 7:00pm and resolved to go into Executive Session to discuss contracts.

Ms. Bridges requested a motion to approve the May 17, 2023, Board of Trustees minutes of meeting. Mr. Keller moved to approve. All agreed.

Ms. Bridges requested a motion to approve the May 2023 warrants 23-05-11A and 23-05-11B. Mr. Straus moved to approve. All agreed. Ms. Bridges requested a motion to approve 2 payrolls in May. Mr. Keller moved to approve. All agreed.

Ms. Bridges requested a motion to accept the May 2023 staff changes with no appointments, one departure, and no salary adjustments. Mr. Keller moved to approve. All agreed.

Ms. Bridges asked if there were any questions on the May Financial Report. There was a question of whether the PILOT money had been received. Mr. Klang confirmed that the 2022-2023 PILOT funding was received in mid-June. Mr. Keller motioned to accept the report. All agreed.

Mr. Klang reviewed the Facility and Technology Goals and Objectives of 2022-2023 suggesting a version 2.0 for a new 5-year plan be created.

Mr. Klang presented a draft of the 2023-2024 Facility and Technology Goals and Objectives and requested the Board review the list and inform him of any additions or changes to the list prior to the Organizational Meeting next month.
Mr. Klang gave an update on the Façade and ALC roof project noting that the large glass in the North Wing has been replaced and a punch list for the roof has been created by H2M Architects and Engineers.

Mr. Klang requested the Board approve Preferred Construction’s Change Order #2 which has been recommended by H2M, and Jeff Donlon, the Library’s Project Consultant, for the sum of $658,088.37. Mr. Keller moved to approve the change order with the H2M letter being amended. All agreed.

Mr. Klang requested that the Board approve the amended funding resolution for the Façade and Adult Learning Center roof in the amount not to exceed $2,500,000. Mr. Keller moved to approve. All agreed.

Mr. Klang presented the new policy “Breaktime for Nursing Employees and Lactation Accommodation” as prepared by the Library’s attorney and required by a new law. Ms. Saur moved to approve. All agreed.

Mr. Klang noted the 2023-2024 Library consultant contracts enclosed in this month’s packet to be approved at next month’s Organizational Meeting. A few concerns were addressed by Mr. Klang and Mr. Hutter.

Mr. Krevor presented the new slate of Board Officers for 2023-2024 after polling each Board member. Mr. Keller will become President, Ms. Saur will become Vice President, and Ms. Comer will remain as Recording Secretary. The Board thanked and commended Ms. Bridges for her service.

Ms. Bridges reminded the Board that the Organizational Meeting will be on July 12, 2023 at 7:30 pm in the Children’s Workshop room.

Ms. Bridges noted the 2022-2023 Vendor List for the Board’s review and information.

Ms. Bridges reviewed the May Trustee Bulletin from Nassau Library System that includes very worthwhile Trustee training opportunities. Mr. Klang stated there would be more opportunities in the future.

Mr. Hutter presented a brief overlook of the events of the past month including Books for Dessert’s Theatre for Dessert performance which was a very special event. Meet the Author with Susan Isaacs on June 11 was a success with over 100 people in attendance. There have been several
Pride events for the month of June. The Nassau Library Tour has begun. PWPL had a presence at HarborFest, Port Promenade, and the local Pride March. In the upcoming weeks the Library will have a new home-grown music event with a local singer, and is starting in-person tech assistance programs at the Amsterdam.

Mr. Hutter also reported that carpets throughout the building were cleaned over the holiday weekend, a new carpet was installed in the Reading Room, and two lobby chairs were replaced.

Ms. Bridges noted the Art Advisory Council minutes of May 10, 2023; the Children’s Advisory Council minutes of April 27, 2023; and the Nautical Advisory Council minutes of April 2, 2023.

Ms. Bridges noted the Friends of the Library minutes of meeting for May 3, 2023. Mr. Keller noted the FOL University author event, with Stacy Schiff, on November 5, 2023.

Ms. Bridges noted the May Patron Comments and the positive comments for a recent concert.

Ms. Bridges requested a motion to accept the very generous donation from Mr. Terry Blumenfeld designated for Books for Dessert. Mr. Keller moved to accept. All agreed.

Ms. Bridges noted the staff reports from Local History and the 3rd Quarter Statistics.

Ms. Bridges thanked Ms. Davidoff, the Staff Association representative, for attending the meeting.

Mr. Klang informed the Board that Ms. Gerbasi, Head of Teen Services, and he awarded the Nancy Curtin Scholarship at the Schreiber Senior Awards Ceremony on June 14, 2023 to Emily Gross and Rianna Baecher.

Mr. Klang noted the July 4, 2023, holiday closure since the calendar will be approved at next month’s meeting, which is post-holiday.

Mr. Klang stated that the Foundation Gala honoring Rachel Fox, Head of Children’s Services, and all the Librarians on September 9, 2023, at the Manhasset Bay Yacht Club.

There were no Public Comments.

Ms. Bridges motioned to adjourn. All agreed.
PORT WASHINGTON PUBLIC LIBRARY
BOARD MEETING
JUNE 2023 REPORTS

WARRANTS TO BE VOTED ON

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PAYROLL TOTAL $276,216.09 $189,472.80 $2,169.55 $79,309.09

Prepared By:
Paul Thomaidis
Finance Office
GENERAL MUNICIPAL LAW

Section 104-b

The following relates to attorney, accountant, auditor, and information technology specialist:

Prior to making the above appointments, the Board reviewed the Library's Purchasing Policy and General Municipal Law, Section 104-b, pertaining to professional services, as it relates thereto, and reaffirmed the procedures set forth therein relative to competitive bidding. The Board's attorney, accountant, auditor, and information technology specialist were appointed based upon their expertise, prior experience, familiarity with relevant governmental operations and continuity of service.

Accordingly, no request for alternate or additional proposals was made by the Board in the case of the attorney, accountant, auditor, or information technology specialist.

July 2023
§ 104-b. Procurement policies and procedures. 1. Goods and services which are not required by law to be procured by political subdivisions or any districts therein pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of public moneys in the best interests of the taxpayers of the political subdivision or district, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption. To further these objectives, the governing board of every political subdivision and any district therein, by resolution, shall adopt internal policies and procedures governing all procurements of goods and services which are not required to be made pursuant to the competitive bidding requirements of section one hundred three of this article or of any other general, special or local law. In cities with a population of one million or more, the procurement policy board shall develop and promulgate such policies and procedures by rule.

2. Such policies and procedures shall contain provisions which, among other things:

a. prescribe a procedure for determining whether a procurement of goods and services is subject to competitive bidding and documenting the basis for any determination that competitive bidding is not required by law;

b. provide that, except for procurements made pursuant to subdivision three of section one hundred three or section one hundred four of this article, section one hundred seventy-five-b of the state finance law, section one hundred eighty-six of the correction law, or the policies and procedures adopted pursuant to paragraph f of this subdivision, alternative proposals or quotations for goods and services shall be secured by use of written requests for proposals, written quotations, verbal quotations or any other method of procurement which furthers the purposes of this section;

c. set forth when each such method of procurement will be utilized, taking into account which method will best further the purposes of this section and the cost-effectiveness of the method;

d. require adequate documentation of actions taken in connection with each such method of procurement;
e. require justification and documentation of any contract awarded to other than the lowest responsible dollar offeror, setting forth the reasons such an award furthers the purpose of this section; and

f. identify the individual or individuals responsible for purchasing and their respective titles. Such information shall be updated biennially.

g. set forth any circumstances when, or types of procurements for which, in the sole discretion of the governing body (or in the case of cities with a population of one million or more, the procurement policy board), the solicitation of alternative proposals or quotations will not be in the best interest of the political subdivision or district therein.

3. Comments concerning the policies and procedures shall be solicited from officers of the political subdivision or district therein involved in the procurement process prior to the enactment of the policies and procedures, and from time to time thereafter.

4. The governing board shall annually review its policies and procedures. In the case of a city with a population of one million or more, the annual review shall be the duty and responsibility of the procurement policy board.

5. The unintentional failure to fully comply with the provisions of this section shall not be grounds to void action taken or give rise to a cause of action against the political subdivision or district or any officer or employee thereof.

6. Notwithstanding any other provisions of this section or any provision of law, boards of education shall have the authority to include in the internal policies and procedures governing procurement of apparel or sports equipment, where such procurement is not required to be made pursuant to the competitive bidding requirements of section one hundred three of this article, a prohibition against the purchase of apparel or sports equipment from any vendor based upon either or both of the following considerations: (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including but not limited to employee compensation, working conditions, employee rights to form unions, and the use of child labor; or (b) the bidder's failure to provide information sufficient for boards of education to determine the labor standards applicable to the manufacture of the apparel or sports equipment.
2.0 INVESTMENT POLICY

2.1 SCOPE

This investment policy shall apply to all assets available for investment by the Library whether on its own or on behalf of any other entity or individual.

2.2 OBJECTIVES

The primary objectives of the Library's investment activities shall be in order of priority:

- to conform with all applicable federal, state and other legal requirements (legal);
- to adequately safeguard principal (safety);
- to provide sufficient liquidity to meet all operating requirements (liquidity); and
- to obtain a reasonable rate of return (yield).

2.3 DELEGATION OF AUTHORITY

The Board of Trustees' responsibility for administration of the investment program is delegated to the Director, who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base or records incorporating description and amounts of investments, transaction dates, and other relevant information and to regulate the activities of subordinate employees.

2.4 PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Library to operate effectively. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.
2.5 **DIVERSIFICATION**

It is the policy of the Library to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling, to the extent that such diversification can reasonably be expected to improve the Library's financial position. *(September 2014)*.

2.6 **INTERNAL CONTROLS**

It is the policy of the Library for all monies collected by any officer or employee of the Library to transfer those funds to the Director or designee within five (5) business days of receipt, or within the time period specified in law, whichever is shorter. The Director is responsible for establishing and maintaining an internal control structure subject to the approval of the Board which provides reasonable assurances that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are properly authorized and executed and all documents properly recorded, and managed in compliance with applicable laws and regulations and that financial statements are provided to the Board.

2.7 **DESIGNATION OF DEPOSITORIES**

The Board of Trustees will annually designate the Bank Depository. *(July 2017)*

The following institution is authorized for the deposit of monies:

| Depository Name | Webster Bank (July 2022) |

2.8 **COLLATERALIZING OF DEPOSITS**

In accordance with the provisions of General Municipal Law (“GML”), Section 10, all deposits of the Library, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured by a pledge of the following "eligible securities" with an aggregate "market value" as provided by GML Section 10, equal to or greater than the aggregate amount of deposits:

1. Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof, or a United States government sponsored corporation.

2. Obligations issued or fully insured or guaranteed by the State, obligations issued by a municipal corporation, school district or district corporation of the State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public monies.
V - FINANCE POLICY

3. An “eligible letter of credit,” payable to the Library as security for the payment of one hundred forty percent (140%) of the aggregate amount of deposits and the agreed-upon interest, if any. An “eligible letter of credit” shall be an irrevocable letter of credit issued in favor of the Library, for a term not to exceed ninety (90) days, by a qualified bank (other than the bank where the secured money is deposited). A qualified bank is either one whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company’s commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization, or one that is in compliance with applicable federal minimum risk-based capital requirements. (Adopted by the Board of Trustees July 10, 2013).

2.9 SAFEKEEPING AND COLLATERALIZATION

All eligible securities used for collateralizing deposits shall be held by the depository and/or a third party, bank or trust company subject to a security agreement and a custodial agreement.

The security agreement shall provide that eligible securities are being pledged to secure Library deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. The security agreement shall also provide the conditions under which the eligible securities may be sold, presented for payment, substituted or released and the events which will enable the Library to exercise its rights against the eligible securities. In the event that the eligible securities are not registered or inscribed in the name of the Library, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the Library or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for the Library, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The custodial agreement should also require the custodian to confirm the receipt, substitution or release of the securities and provide for the frequency of revaluation of eligible securities and for the substitution of securities when change in the rating of a security may cause concern. Such agreement shall include all provisions necessary to provide the Library a perfected interest in the securities.

2.10 PERMITTED INVESTMENTS

As authorized by GML, Section 11, the Library authorizes the Director or designee to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:
V – FINANCE POLICY

• special time deposit accounts;
• certificates of deposit;
• obligations of the United States of America; obligations guaranteed by agencies of the United States of America where the payment of principal and interest is guaranteed by the United States of America;
• obligations of the State of New York.

All investment obligations shall be payable or redeemable at the option of the Library within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Library within two (2) years of the date of purchase.

2.11 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Library shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments which can be made with each financial institution or dealer. All financial institutions with which the Library conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the Library. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The Director is responsible for evaluating the financial position and maintaining a listing of proposed depositaries, trading partners and custodians. Such listing shall be evaluated at least annually.

2.12 PURCHASE OF INVESTMENTS

The Director is authorized to contract for the purchase of investment:

1. Directly, including through a repurchase agreement, from an authorized trading partner;

2. By participation in a cooperative investment program with another authorized governmental entity pursuant to Art. 5G of the GML where such program has been authorized by the Board of Trustees;

3. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the Board of Trustees.

All purchased obligations, unless registered or inscribed in the name of the Library, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Library by the bank or trust
company. Any obligation held in custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in GML Section 10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for the Library, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the Library a perfected interest in the securities.

2.13 REPURCHASE AGREEMENTS

Repurchase agreements are authorized subject to the following restrictions:

• all repurchase agreements must be entered into subject to a Master Repurchase agreement;

• trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers;

• obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America;

• no substitution of securities will be allowed;

• the custodian shall be a party other than the trading partner. (October 1993)

3.0 PURCHASING POLICY

The Board of Trustees recognize its responsibility to promulgate the purchasing policy of the Library, in order to obtain goods and services at the best possible price, in accordance with GML Section 104B.

The Board shall appoint a purchasing agent at the annual organizational meeting, who will be responsible for the implementation of all purchasing for the Library. If advantageous, purchases shall be made through New York State Contract and/or Nassau County Contracts.

Bids shall be let, as authorized by the Board, for all contracts for public works and all purchases in accordance with GML.

Purchases may be made under appropriate state and local contracts.
V - FINANCE POLICY

No employee has the authority to order supplies and equipment and charge such to the Library. The Library will not reimburse any employee for supplies and equipment which are so ordered unless approved by the purchasing agent.

The Board of Trustees will make certain that professional services are secured in a manner that protects the integrity of the process, ensures the prudent use of taxpayer dollars and provides a high-quality standard of service, in accordance with law and regulation. Professional services are defined as services requiring special skill and/or training, such as legal services, auditing services, or insurance.

On a periodic basis as determined by the Board of Trustees, the designated staff will prepare a comprehensive written request for proposals (“RFP”), which will contain critical details of the services sought. The RFP will specify that the proposal include the structure of the relationship between the Library and the provider, including, if applicable, the terms of the retainer, the hourly fees and other associated costs.

In reviewing the RFPs, the Library will consider, at a minimum, the following factors:

1. the suitability of the individual/firm for the Library’s needs;
2. the special knowledge or expertise of the individual/firm;
3. the credentials and applicable certifications of the individual/firm;
4. the quality of the service provided by the individual/firm;
5. cost;
6. the staffing availability from the firm or the time available from the individual.

RFPs for auditing services will be prepared no less than every five (5) years.

The Board of Trustees permits the use of a Library credit card by the Library Director or his/her/their designee to pay for actual and necessary expenses incurred in the performance of work-related duties for the Library. The credit card shall be in the name of the Library.

The Library shall establish a credit line not to exceed $15,000 on its credit card. (Board of Trustees meeting of October 20, 2021).

The Board shall ensure the credit card company is such that the Library preserves its right to refuse to pay any claim or portion thereof that is not expressly authorized, does not constitute a proper Library charge, or supersedes any laws, rules, regulations, or policies otherwise applicable. In addition, the Board will ensure that no claim shall be paid unless an itemized voucher approved by the employee whose action gave rise or origin to the claim, shall have been presented to the Board and shall have been audited and allowed.

The credit card may be used only for legitimate Library business expenditures. Further, any use of the credit card must be in accordance with the Library’s policy on purchasing. All “Reward” points accrued through credit card use will be used for Library purposes. (Adopted by the Board of Trustees July 6, 2011).
V – FINANCE POLICY

Users must take proper care of this credit card and take all reasonable precautions against damage, loss, or theft. Any damage, loss, or theft must be reported immediately to the Board and to the appropriate financial institution. Failure to take proper care of the credit card or failure to report damage, loss or theft may subject the employee to financial liability and/or disciplinary action.

Purchases that are unauthorized, illegal, represent a conflict of interest, are personal in nature or violate the intent of this policy may result in credit card revocation and discipline of the employee.

Users must submit detailed documentation, including itemized receipts for commodities, services, travel and/or other actual and necessary expenses which have been incurred in connection with Library-related business for which the credit card has been used.

(Resolution to incorporate the Use of Corporate Credit Cards policy into the Library Policy Manual was approved by the Board at the November 16, 2005 meeting.)

Purchases in excess of three thousand dollars ($3,000) shall be subject to competitive quotations. These competitive quotations must be in written proposals, written quotations or verbal quotations. All quotations shall be recorded. (January 2015)

The Board of Trustees reserves the right to reject any and all quotations which it determines are not in the best interests of the Library by reason of quality and/or not adhering to the specifications as described in the request for quotations.

All awards to other than the lowest responsible offeror must be documented containing all information justifying the reason and explanation for awarding to other than the lowest responsible offeror.

Contract awards will be made to local merchants, all else being equal.

The Board of Trustees shall annually review this policy. (November 1993)

3.1 CAPITALIZATION POLICY

The Library defines capital assets as non-consumable assets with a normal service life of more than two (2) years. In order to provide for the proper control and conservation of Library property, the Director or designee shall account for capital expenditures in accordance with the following guidelines:

Capitalization of Assets

1. Equipment items that cost more than five hundred dollars ($500) will be capitalized and depreciated.
2. Equipment items that cost less than five hundred dollars ($500) will be expensed.
3. All non-equipment capital assets costing in excess of five thousand dollars ($5,000) shall be capitalized and depreciated.
4. All non-equipment capital assets costing less than five thousand dollars ($5,000) shall be expensed.

Fixed assets with a service life of more than two (2) years following the date of acquisition will be capitalized. Useful lives will be determined in the year of purchase based on general guidelines obtained from professional organizations and the asset's present condition. The Library will use the straight-line method of depreciation and depreciation expense will be calculated beginning the year of acquisition.

(Resolution to incorporate the Capitalization Policy was passed by the Library Board of Trustees at the annual organizational meeting on July 11, 2007.)

3.2 **MEALS AND REFRESHMENTS POLICY** (April 2016)

The Board of Trustees recognizes that, occasionally, it may be appropriate to provide refreshments and/or meals at meetings or programs that are being held at the Library for an educational purpose or staff development. Any expenditure on such refreshments and/or meals must be approved by the Library Director or his/her/designee.

All expenses must be appropriately documented, including the date, purpose of the meeting and the group in attendance, and submitted to the Finance Office for the purposes of audit and possible reimbursement.
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<tr>
<th>CATEGORY</th>
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<th>2023-2024</th>
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June 6, 2023

VIA ELECTRONIC MAIL

Mr. Keith Klang
Library Director
Port Washington Public Library
One Library Drive
Port Washington, New York 11050

Re: General Counsel Retainer

Dear Keith:

This will confirm the Port Washington Library’s retention of the law firm of Bond, Schoeneck & King, PLLC as general counsel for a period of one (1) year, from July 1, 2023 through June 30, 2024, at a fee of $16,000 per year, payable in four (4) equal advance quarterly installments, plus reasonable expenses incurred.

The retainer shall cover general legal advice, attendance at Board meetings upon request, review of existing contracts and assistance with Library budget votes, including review of public notices.

Excluded from the retainer shall be extensive research projects, drafting new contracts and litigation. Our services performed at the request of the Library which are not within the retainer as described in the prior paragraph shall be paid by the Library at a reduced blended rate of $215.00 per hour for any attorney from our firm who works on the matter.

In the event the Library terminates the services of BOND Schoeneck King, PLLC prior to June 30, 2024, BOND Schoeneck King, PLLC shall be entitled to be paid for all time expended by memebers of the firm on behalf of the Library in all matters from July 1, 2023 though and including the date services terminate, at $215 per hour. Credit will be given for amounts already paid under the retainer.

If this agreement is acceptable, please sign and return the original of this letter and retain the signed copy for your files.
June 6, 2023

Kindly attach for our records a copy of the Board Minutes containing the Resolution authorizing you to sign this retainer on behalf of the Library.

If this is acceptable, please sign and return the original of this letter and retain the signed copy for

BOND SCHOENECK KING, PLLC

Howard M. Miller
HMM

ACCEPTED:

PORT WASHINGTON PUBLIC LIBRARY

By: __________________________
   Keith Klang
   Library Director

Date: __________________________
BOND, SCHONECK & KING, PLLC
TERMS OF REPRESENTATION

These Terms of Representation, together with the accompanying engagement letter, constitute the agreement between Bond, Schoeneck & King, PLLC ("Bond" or "we") and the client or clients identified in that engagement letter (the "Client" or "you"), under which Bond will represent Client in the matter or matters described in the engagement letter.

1. Our Client. Our representation extends solely to Client, as identified in the accompanying engagement letter, and not to its constituents (including its officers, managers, members, directors, shareholders or employees) or to any affiliated or related entities, or their constituents. There are no third party beneficiaries of this agreement. Client understands that, unless appropriate written consents are obtained, it should not provide us with confidential information regarding any constituent or affiliated/related entity during the course of this representation (and doing so will not make the constituent or affiliate/related entity a client of Bond).

2. Our Services. The scope of our services is described in and strictly limited by the accompanying engagement letter. Any changes in scope must be confirmed in writing. Unless otherwise provided in the engagement letter, Bond is not serving as Client's general counsel nor is it responsible for determining whether Client has insurance coverage in connection with our representation, the amounts and limits of any such coverage, or notifying any insurance carrier of the existence of coverage, or our involvement in a matter.

When we provide you with our opinion regarding a matter, it will be based on our best professional judgment. However, that judgment is limited by the facts provided by you and known to us at that time, as well as the law as it then exists. It is expressly acknowledged by you that any such opinions shall not be considered by you as representations, promises or guarantees of results which might be obtainable, nor shall you consider any such opinions to be warranties or representations of a particular outcome or resolution of your matter.

3. Client Responsibilities. In order to ensure our ability to provide services to you, you agree to keep us informed of any relevant information or developments relating to your matter and to provide Bond with all pertinent information regarding the subject of our representation, or as otherwise reasonably requested by us. You also agree to cooperate fully, truthfully and timely with us, including making you, your employees or others available to us when necessary. You will keep us advised of how to contact you.

If, during the course of our representation of you, you affiliate with, acquire, are acquired by, or merge with another entity, you agree to provide us with sufficient notice to permit us to determine if that action gives rise to a conflict of interest with any of our other clients and, if so, agree that Bond may take any action that it believes is appropriate or necessary under the applicable Rules of Professional Conduct.

4. Fees and Expenses. Unless otherwise provided in the accompanying engagement letter, our billings with respect to this matter will be based on the time (in quarter hour increments) that our attorneys, paralegals, and other service professionals devote to it. The hourly rates for those attorneys, paralegals and other service professionals who will work on Client matters vary, with specific rates reflecting the knowledge, experience and expertise of each individual assigned, time constraints imposed by the circumstances, the complexities of the matter and other relevant factors. The currently applicable rates may be specified in the accompanying engagement letter. It is our practice to increase our hourly rates from time to time, generally effective each October 1.

Our bills to Client, which will be on a monthly basis (unless otherwise agreed to in the accompanying engagement letter) and payable within 30 days, will also include any expenses (copying charges, fax charges, postage, messenger services, mileage, long distance telephone charges, computerized-research, e-discovery and other electronic data charges, etc.) incurred or advanced by us on Client's account or which are due to be paid on Client's account. These expenses may be incurred in the normal course without advance approval from Client. In-house charges (such as copying charges, fax charges, charges for processing, producing and/or storing e-discovery materials, etc.) will be billed at our standard charge rate. You agree that expenses incurred to third parties will either be forwarded to Client for direct payment or, if paid by our firm, billed to you at the rate charged by those third parties. If Client fails to make payment of our fees and disbursements as provided in this letter, consistent with our obligations to Client under the Rules of Professional Conduct, we may discontinue our representation of Client and/or take other appropriate action. Discontinuation of representation does not eliminate Client's responsibility for fees and expenses already incurred. In addition, we reserve the right to assess a monthly service charge of 2% per month on any accounts more than 30 days in arrears. In no event will the service charge be greater than that permitted by any applicable law. We also reserve the right to charge a service fee of no more than 2% for payment of fees and/or disbursements by credit card.

A Client may have insurance coverage that will apply to some or all of our fees and expenses. Regardless of the limits of that coverage (or its discontinuation), Client remains responsible to us for all billed fees and expenses.

We will bill Client for our time and expense in responding to subpoenas (or other judicial orders), auditor's letters or other proceedings, requests and requirements arising out of or related to our representation of Client in any matter.

If requested, we will, if possible, provide you with an estimate and/or budget for a matter. Such estimates/budgets, however, cannot be predicted with certainty and therefore are not binding unless we have expressly agreed to limit our fees accordingly.

If you disagree with any invoice, you must notify us of the nature of your dispute within 30 days of your receipt of that invoice. You agree that your failure to do so will result in that invoice becoming your final binding obligation.

While we make every effort to bill fairly and clearly, occasionally fee disagreements arise between attorneys and their clients. If there is any dispute regarding our fees, Client may have the right to arbitrate that dispute pursuant to 22 NYCRR part 137.

5. Disputes and Claims. Except to the extent required by 22 NYCRR part 137, any dispute or claim arising out of or in any way relating to the Firm's representation of you, including, but not limited to, any claim of tort, breach of fiduciary duty, legal malpractice, negligence or breach of contract shall be finally settled by confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award may be entered in any court having jurisdiction thereof. The place of arbitration shall be in the city and
state of the Bond office where the legal work was substantially performed. This agreement to confidential arbitration shall constitute an irrevocable waiver of each party's right to a trial by jury, but the arbitrators shall have the power to grant any remedy for money damages or equitable relief that would be available to such party in a dispute before a court of law in the jurisdiction where the arbitration is being held. The Statute of Limitations for any such disputes or claims shall be two years from when the dispute or claim first arose. You acknowledge that, before agreeing to these terms, you have had a full and fair opportunity to consult with independent counsel concerning these specific provisions.

6. **Communications.** We agree that during the course of this engagement each of us will communicate and/or otherwise make documents available electronically, including through e-mail and/or the use of cloud computing. Although the use of technology involves some risk that third parties may access confidential communications, we both understand and agree that the benefits of using this technology outweigh the risks of unintended disclosure. If there are specific communications that you wish sent only through encrypted and/or password protected (or other) means, you agree to advise us. You will make sure that any computer or device you use in communicating with us is private and secure, password protected and not accessible by a third party, as that could impact the attorney-client privilege.

7. **In-Firm Privilege.** Our firm has a General Counsel who provides legal advice to our lawyers and staff. If any of Bond's lawyers representing you communicate with Bond's General Counsel (or his or her designee, including outside counsel) regarding our firm's rights and obligations with respect to its representation of you, you agree that those are privileged and confidential communications of Bond and protected by the attorney-client privilege. You will not be billed for those communications.

8. **Files.** Either during or at the conclusion of our representation of Client in connection with this matter, at its request and provided outstanding fees and costs have been paid, we will return to Client its papers and property in our possession, reserving the right at any time to convert and return file materials in electronic format, at our discretion. Client may be charged reasonable costs associated with researching, retrieving, compiling, copying and/or delivering file contents in response to Client's request. Our internal records and documents related to this representation will be retained solely by us. These internal materials include firm administrative records, time and expense reports, accounting records and internal work product (including notes, drafts, internal memoranda, research, etc., prepared for the internal use of our lawyers). We retain the right to destroy or dispose of these internal materials after a reasonable period of time following the end of our representation of Client, without further notice to you. Unless we notify you differently, we generally will maintain Client materials of significance for a period of seven years following the end of the matter. Thereafter, you agree that we may destroy them without further notice to you.

9. **Termination of Representation.** You have the right to terminate our representation at any time for any reason. However, termination does not affect your responsibility for our fees and expenses. We may terminate our representation of Client in accordance with the applicable Rules of Professional Conduct. Reasons for which we may terminate our representation of you include (but are not limited to): (1) nonpayment of our fees or expenses; (2) your failure or refusal to cooperate as needed; (3) your misrepresentation of or failure to disclose material facts; (4) your refusal to accept our advice; (5) discovery of a conflict with another client of Bond; (6) your material breach of our engagement letter and/or these Terms; or (7) any other reason permitted or required under the applicable Rules of Professional Conduct. In the event that we terminate this engagement before completion, we will take such steps as are reasonably practicable to protect your interests in the matter, and you agree to cooperate in any action necessary for our withdrawal. We will be entitled to be paid for all services rendered and other costs or expenses incurred on your behalf through the date of withdrawal. If withdrawal is subject to approval by a court or arbitration panel, we will promptly request such permission, and your consent to withdrawal shall not be unreasonably withheld. Unless terminated earlier, our representation of Client will terminate upon completion of the services which we were retained to provide. Files will be returned pursuant to Section 8 above and consistent with the Rules of Professional Conduct.

10. **Governing Law and Venue.** The rights and obligations of you and Bond arising under or in connection with our representation of you on this matter will be governed by the laws of the state of the Bond office where the legal work was substantially performed without regard to conflicts of laws principles. In the event that any part or parts of these Terms and Conditions of Representation are deemed to be unlawful, all other provisions remain in full force and effect.

11. **Waiver of Conflicts.** During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we have made full disclosure to you of all the relevant facts, circumstances and implications of our undertaking the two representations, and you have consented to our representation of the other client and agreed to waive any existing conflict. You agree, however, that you will not unreasonably withhold your consent and waiver of any conflict if we can confirm to you in good faith that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) our representation of the other client will not implicate any confidential information we have received from you; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances and implications of our undertaking the two representations.

12. **Acceptance of Terms of Representation.** Your agreement to this engagement constitutes your knowing acceptance of the foregoing Terms of Representation, and an acknowledgement that you have had the right to consult with independent counsel regarding all of them. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.
May 23, 2023

Board of Trustees
Port Washington Public Library
One Library Drive
Port Washington, New York 11050

Dear Members of the Board and Management:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide the Port Washington Public Library (Library) during the year ending June 30, 2024.

We will prepare, from information you provide, the Library’s annual financial statements for the year ended June 30, 2023 in accordance with accounting principles generally accepted in the United States of America. These financial statements will include the following:

Management’s Discussion and Analysis (MD&A)

Financial Statements:
- Statement of Net Position
- Statement of Activities
- Balance Sheet – Governmental Funds
- Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position
- Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds
- Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities
- Notes to Financial Statements

Required Supplementary Information other than MD&A:
- Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund
- Schedule of Library’s Proportionate Share of the Net Pension Asset/(Liability)
- Schedule of Library Contributions
- Schedule of Changes in the Library’s Total OPEB Liability and Related Ratios
Other Supplementary Information:

- Schedule of Project Expenditures – Capital Projects Fund
- Schedule of Revenues and Expenditures by Grant - Special and Fund
- Schedule of Revenues and Expenditures by Account - Permanent Fund

As part of our engagement, we will also provide the Library with various accounting services throughout the year. Specifically we will:

- Assist the Library in the closing of the books for the year ending June 30, 2024. This process will include all funds and year-end adjusting journal entries.
- Assist the Library in preparing for its annual external audit.
- Review the Library’s books and records throughout the year to ensure that the books are maintained on a timely basis. The review will include comparison of actual results of operation to budget and the comparison of account balances to independent sources.
- Review the reconciliation of the Library’s books and records to all bank accounts for proper account balances and identify reconciling items that may require adjustments to the books and records.
- Propose adjusting journal entries throughout the year as deemed appropriate.
- Provide monthly financial reports that are to be submitted to the Board of Trustees.
- Assist in the preparation of the annual budget.
- Assist in the projection of year-end account balances.
- Prepare and file the annual financial report for the New York State Office of the State Comptroller.
- Review quarterly and annual payroll returns.
- Communicate and meet with the Director and Board regarding financial matters as required.

Our Responsibilities

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA’s Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance
with laws and regulations. However, we will inform the appropriate level of management of any material errors and any evidence of information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our procedures regarding any wrongdoing within the entity or noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

1. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

2. The prevention and detection of fraud.

3. To ensure that the Library complies with the laws and regulations applicable to its activities.

4. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.

5. To provide us with:
   a. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
   b. Additional information that may be requested for the purpose of the preparation of the financial statements, and
   c. Unrestricted access to persons within the Library of whom we determine necessary to communicate.

As part of our engagement, we will issue a disclaimer that will state that the financial statements were not subjected to an audit, review or compilation engagement by us and, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them.

Other Relevant Information

We shall respond to the reasonable inquiries of the Library's auditors to review our working papers related to matters of continuing accounting significance.

The Library may terminate this agreement for any reason upon 14 days' notice to the firm. In the event of termination all fees for work performed will be due and payable by the Library.

Don Hoffmann, CPA will be the engagement partner through December 31, 2023. Another partner will be responsible for the engagement after that point.
Port Washington Public Library  
For the Year Ending June 30, 2024  
Page 4 of 4

We estimate that our fees for these services to be performed for the year ending June 30, 2024, will be $61,980, which will be billed at a rate of $5,165 per month. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur any additional costs.

In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We may use the Library’s name in a list of our clients for marketing purposes.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements and to provide accounting services described herein, and our respective responsibilities.

Very truly yours,

Cullen & Danowski, LLP  
For the Firm:

[Signature]

Donald J. Hoffmann, CPA  
Partner

RESPONSE  
This letter correctly sets forth the understanding of the Port Washington Public Library.

By: Board of Trustees

Signature: __________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

By: Library Management

Signature: __________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________
Port Washington Public Library: IT Management

Prepared for: Port Washington Public Library

Prepared by: John Whittemore
The Port Washington Public Library (PWPL) maintains a service agreement with Gryphon Technologies, Inc. (GTI) The arrangement has allowed PWPL to expand its technological offerings to the public and remain one of Nassau County’s most innovative public libraries.

The services provided have seen PWPL increase its technological capabilities and offerings to the public. GTI has been actively identifying all areas where cost savings can be maximized through proper purchasing contracts, limited industry offers and expertise in free open-source software alternatives. Innovation and cost savings have been mutually attainable goals.

A major focus of the past year has been IT security at the library and cloud level. We reacted to new standards from insurance companies swiftly to ensure the best cyber liability protection. We continue to work with administration, staff and the board on industry standard security practices. This is an ever-changing process with moving pieces from across vendors. Equally important are the users and staff. Continued training help users with best security practices. “War gaming” with senior staff ensures protection of both cloud resources and on-site IT.

Upgrades over the year have allowed the library to take advantage of highly sophisticated security and management tools from Microsoft’s 365 Defender nonprofit initiative. This brings enterprise level security tools, monitoring and remediation at a fraction of the enterprise level costs.

For patrons the public access computers in the technology lab were upgraded across the board with the newest hardware and software, bringing Windows 11 to the public well ahead of most libraries. Providing cutting edge user experiences with a trained staff has been one of our major efforts.

We continue to look at every tool which will allow the library to provide the services which the community is accustomed and more importantly expand into new areas of service.
SERVICES PROVIDED

List of services covered by the agreement:

- Operation and management of day-to-day tasks associated with the operational activity of the Library's IT/Computer infrastructure:
  - system management and administration;
  - operational management;
  - network management;
  - user account management;
  - general IT support;
  - quality assurance;
  - project management;
  - security and auditing;
  - capacity planning;
  - reporting and documentation;
  - disaster recovery;
  - data backup and storage;
  - cloud infrastructure management;
  - mobile device management;
  - remote access platforms;
  - cloud platform migration and training

- Resolution of any IT related problems at PWPL including management of third-party suppliers for the library.

- Maintenance tasks associated with the library IT infrastructure including planned changes to in house software solutions, hardware upgrades, software upgrades etc.

- Management and planning advice associated with the development of the Library's hardware and software IT systems and related IT operations.

- Staff training as required.

- Consulting services.

- Project management.
COST

The cost structure for this agreement is based on an agreed upon number of hours of service provided by the company during a set period. For this agreement the billing period is every four weeks.

For PWPL fiscal year 2022/2023

<table>
<thead>
<tr>
<th>Hours per 4 weeks</th>
<th>Cost per 4 weeks</th>
<th>Cost per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>80</td>
<td>$4926</td>
<td>$64,038</td>
</tr>
</tbody>
</table>

The hours are provided from the four-week billed pool of 80 hours, distributed as necessary across those four weeks. The four-week period allows for greater flexibility for both the client and provider if time requirements are higher in particular weeks. Additional hours are available at standard consulting rates of $90 an hour.

1) For each billed period there will be documentation of the general activities of the period and project development updates.

2) Coverage is continuous for every week of the agreement.

John Whittemore
President
Gryphon Technologies, Inc
john.whittemore@gryphontech.net
May 25, 2023

Mr. Keith Klang, Director
Port Washington Public Library
One Library Drive
Port Washington, New York 11050

Dear Mr. Klang:

Please find enclosed two copies of the audit engagement letter that has been updated to comply with guidelines from the American Institute of Certified Public Accountants for the year ending June 30, 2023.

Please have the audit engagement letter approved and return one copy to our office in the enclosed envelope. The other copy is for the Board’s records.

Should you have any questions, please feel free to contact us.

Sincerely,

Alicia Zabala, CPA

Rynkar, Vail & Barrett, LLP

WAB:pv
Encl.
May 25, 2023

Mr. Keith Klang, Director
Port Washington Public Library
One Library Drive
Port Washington, New York 11050

We are pleased to confirm our understanding of the services we are to provide Port Washington Public Library for the fiscal year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Port Washington Public Library as of and for the fiscal year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement Port Washington Public Library’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Port Washington Public Library’s RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management’s Discussion and Analysis.
2) Schedule of Revenues, Expenditures and changes in Fund Balance - Budget and Actual - General Fund.
3) Schedule of Library’s Proportionate Share of the Net Pension Liability.
4) Schedule of Library Pension Contributions.
5) Schedule of Changes in the Library’s Total OPEB Liability and Related Ratios.
Mr. Keith Klang, Director  
Port Washington Public Library  
May 25, 2023  
Page 2 of 8

Audit Scope and Objectives (Continued)

We have also been engaged to report on supplementary information other than RSI that accompanies Port Washington Public Library’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor’s report on the financial statements:

1) Schedule of Project Expenditures - Capital Projects Fund.

2) Schedule of Revenues and Expenditures by Grant - Special Aid Fund.

3) Schedule of Revenues and Expenditures by Account - Permanent Fund.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor’s report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor’s Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.
Auditor's Responsibilities for the Audit of the Financial Statements (Continued)

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.
Mr. Keith Klang, Director  
Port Washington Public Library  
May 25, 2023  
Page 4 of 8

Auditor’s Responsibilities for the Audit of the Financial Statements  
(Continued)

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Professional standards requires the auditor on all audits to be aware of the following significant risks of material misstatement:

• Management override of controls
• Improper revenue recognition due to fraud

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Port Washington Public Library’s compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.
Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.
You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. Should it be necessary for our audit staff to prepare these items then we would bill for those services as set forth below.

William A. Barrett, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit as soon as your accountants complete their year-end work. We propose to perform these audit services and report on your financial statements for an audit fee of $19,500.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.
Engagement Administration, Fees, and Other (Continued)

We will render our invoices for services performed on a monthly basis. Should the Library require any additional services during the fiscal year ended June 30, 2023, we would propose to render such services on a time basis at our standard billable rates set forth as follows:

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<thead>
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<tbody>
<tr>
<td>Partner</td>
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<td>Senior Accountant</td>
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<td>Associate Accountant</td>
<td>$125/Hour</td>
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<tr>
<td>Clerical</td>
<td>$ 60/Hour</td>
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If you request that we perform additional services not addressed in this engagement letter, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Our most recent peer review report accompanies this letter.

The audit documentation for this engagement is the property of Rynkar, Vail & Barrett, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Rynkar, Vail & Barrett, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to a regulator or its designee. The regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Reporting

We will issue a written report upon completion of our audit of Port Washington Public Library's financial statements. Our report will be addressed to management of Port Washington Public Library. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.
Mr. Keith Klang, Director  
Port Washington Public Library  
May 25, 2023  
Page 8 of 8  

Reporting (Continued)  

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We appreciate the opportunity to be of service to Port Washington Public Library and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Rynkar Vail Barrett, LLP

RESPONSE:
This letter correctly sets forth the understanding of Port Washington Public Library.

Signature

Title

Date
Report on the Firm’s System of Quality Control

To the Partners of
Rynkar, Vail & Barrett, LLP
and the Peer Review Committee of the
Pennsylvania Institute of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Rynkar, Vail & Barrett, LLP (the firm) in effect for the year ended September 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm’s Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer’s Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm’s compliance therewith based on our review.
Required Selections and Considerations

Engagements selected for review included an engagement performed under Government Auditing Standards (including a compliance audit under the Single Audit Act).

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Rynkar, Vail & Barrett, LLP in effect for the year ended September 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Rynkar, Vail & Barrett, LLP has received a peer review rating of pass.

Buffalo, New York
June 3, 2021

EFPR Group, CPAs, PLLC
May 25, 2023

Mr. Keith Klang, Director
Port Washington Public Library
One Library Drive
Port Washington, New York 11050

Dear Mr. Klang:

Please find enclosed 7 (seven) copies of the required Communication with those charged with governance. Please give one copy to each trustee.

Should you or the Board of Trustees have any questions, please do not hesitate to call us.

Sincerely,

[Signature]

WAB:pv
Encl.
To the Board of Trustees of the
Port Washington Public Library
One Library Drive
Port Washington, New York 11050

May 25, 2023

We are engaged to audit the financial statements of the
governmental activities, each major fund, and the aggregate remaining
fund information of the Port Washington Public Library, Port
standards require that we provide you with the following information
related to our audit. We would also appreciate the opportunity to meet
with you to discuss this information further since a two-way dialogue
can provide valuable information for the audit process.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated May 25, 2023, our
responsibility, as described by professional standards, is to express
opinions about whether the financial statements prepared by management
with your oversight are fairly presented, in all material respects, in
conformity with U.S. generally accepted accounting principles. Our
audit of the financial statements does not relieve you or management
of your responsibilities.

Our responsibility is to plan and perform the audit to obtain
reasonable, but not absolute, assurance that the financial statements
are free of material misstatement.

As part of our audit, we will consider the internal control of
the Port Washington Public Library. Such considerations will be
solely for the purpose of determining our audit procedures and not to
provide any assurance concerning such internal control.

We are responsible for communicating significant matters related
to the audit that are, in our professional judgment, relevant to your
responsibilities in overseeing the financial reporting process.
However, we are not required to design procedures specifically to
identify such matters.
Board of Trustees of the
Port Washington Public Library
May 25, 2023
Page 2 of 3

Our Responsibility under U.S. Generally Accepted Auditing Standards
(cont’d)

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to the management’s discussion and analysis (MD&A), the schedule of revenues, expenditures and changes in fund balance - budget and actual - general fund, schedule of library’s proportionate share of the net pension liability, schedule of library pension contributions and schedule of changes in the library’s total OPEB liability and related ratios, which supplement the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the schedule of project expenditures - capital projects fund schedule of revenues and expenditures by grant - special aid fund and schedule of revenues and expenditures by account - permanent fund, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Planned Scope, Timing of the Audit, Significant Risks and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered.
Planned Scope, Timing of the Audit, Significant Risks and Other (cont’d)

during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

Professional standards requires the auditor on all audits to be aware of the following significant risks of material misstatement:

- Management override of controls
- Improper revenue recognition due to fraud

Our audit planning has not concluded therefore, additional significant risks may be identified. We will address the risk of management override of controls by assigning the appropriate audit staff and specific audit procedures relating to accounting policies, journal entries, accounting estimates and unusual transactions. We will address the risk of improper revenue recognition due to fraud by confirming selected revenues with third parties, analytical review of revenues, journal entry review and performing cut-off procedures.

We expect to begin our audit as soon as your accountants have completed their year-end work. William A. Barrett, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Board of Trustees and management of the Port Washington Public Library, Port Washington, New York and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

[Signature]

RYNNAR, VAIL & BARRETT, LLP
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
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<td>Port Washington</td>
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<td>6/30/2027</td>
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<td>Nancy Comer</td>
<td>7 Harbor View Road</td>
<td>Port Washington</td>
<td>NY</td>
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<td>Recording Secretary</td>
<td>6/30/2026</td>
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<tr>
<td>William Keller</td>
<td>25 Plymouth Road</td>
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<td>President</td>
<td>6/30/2026</td>
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<tr>
<td>Michael Krevor</td>
<td>21 Franklin Avenue</td>
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<td>Adrienne Saur</td>
<td>14 Beverly Road</td>
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<td>Vice President</td>
<td>6/30/2024</td>
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<td>Matthew Straus</td>
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<td>2022 – 2027</td>
<td>Patricia Bridges</td>
<td>Home: 883-7003 Cell: 917-855-6425</td>
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<td></td>
<td>32 Litchfield Road</td>
<td><a href="mailto:patricia.bridges@pwpl.org">patricia.bridges@pwpl.org</a></td>
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<td>2021 – 2026</td>
<td>Nancy Comer – Recording Secretary</td>
<td>Home: 883-9375 Cell: 917-903-4352</td>
<td>1st Term = 7/11</td>
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<tr>
<td></td>
<td>7 Harbor View Road</td>
<td>Fax: 212-202-7989 <a href="mailto:nancy.comer@pwpl.org">nancy.comer@pwpl.org</a></td>
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<tr>
<td>2021 – 2026</td>
<td>William Keller – President</td>
<td>Cell: 917-685-8682 <a href="mailto:bill.keller@pwpl.org">bill.keller@pwpl.org</a></td>
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<td></td>
<td>25 Plymouth Road</td>
<td><a href="mailto:wmkell@hotmail.com">wmkell@hotmail.com</a></td>
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<td>2018 – 2028</td>
<td>Michael Krevor</td>
<td>Home: 883-7354 Cell: (480) 239-3443* (Emergency Only)</td>
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<td><a href="mailto:michael.krevor@pwpl.org">michael.krevor@pwpl.org</a></td>
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<td>2019 – 2024</td>
<td>Adrienne Saur – Vice President</td>
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<td><a href="mailto:Adrienne.saur@pwpl.org">Adrienne.saur@pwpl.org</a></td>
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<td>115A Bayview Avenue</td>
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<td>2020 – 2025</td>
<td>Matthew Straus</td>
<td>Home: Cell: 516-457-0151 <a href="mailto:matthew.straus@pwpl.org">matthew.straus@pwpl.org</a></td>
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BANK DESIGNATION

Webster National Bank is the Library’s depository for 2023/2024.
PETTY CASH

The amount of $150 is to be kept as petty cash in the Finance Office.

July 2023
LIBRARY OFFICER AND EMPLOYEE CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

The Library Board of Trustees recognizes that sound, ethical standards of conduct serve to increase the effectiveness of the Library Board of Trustees, Library staff. Actions based on an ethical code of conduct promote public confidence and the attainment of Library goals. The Board also recognizes its obligation, under the provisions of the New York General Municipal Law, to adopt a code of ethics setting forth the standards of conduct required of all Library officers and employees.

The Library Board of Trustees is also committed to avoiding any situation in which the existence of simultaneous, conflicting interests of any Library officer, employee, or trustee may call into question the integrity of the management or operation of the Library. The Board affirms its commitment to adhere scrupulously to all applicable provisions of law regarding material conflicts of interest.

1. **Gifts**: No officer, employee, or trustee shall directly or indirectly solicit, accept, or receive any money or gift having a value of $75 or more, whether in the form of cash, check, loan, credit, services, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could reasonably be inferred that the money or gift was intended to influence him or her in the performance of his or her official duties or was intended as a reward for any official action on his or her part. However, the Board welcomes and encourages the writing of letters or notes expressing gratitude or appreciation to staff members.

2. **Confidential Information**: No officer, employee, or trustee shall disclose confidential information acquired by him or her in the course of his or her official duties or use such information to further his or her personal interest. In addition, he or she shall not disclose information regarding any matters discussed in an executive session of the Board of Trustees regardless of whether or not such information is deemed confidential.

3. **Representation Before the Board**: An officer, employee, or trustee shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the Library Board of Trustees.

4. **Representation Before the Board for a Contingent Fee**: An officer, employee, or trustee shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the Library Board, whereby the compensation is to be dependent or contingent upon any action by the Board with respect to such matter, provided that this paragraph shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.

5. **Disclosure of Interest in Matters before the Board**: A member of the Board of Trustees and any officer, employee, or trustee of the Library, whether paid or unpaid, who participates in the discussion or gives official opinion to the Board on any matter before the Board shall publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interest he or she has in such matter. The term "interest" means a pecuniary or material benefit accruing to an officer, employee, or trustee.

6. **Disclosure of Interests in Contracts**: To the extent known, any officer, employee, or trustee of the Library who has, or will have, or subsequently acquires any interest in any contract with the Library shall publicly disclose the nature and extent of such interest in writing to the Library as well as to the Library Director as soon as he or she has knowledge of such actual or prospective interest.

7. **Investments in Conflict with Official Duties**: No officer, employee, or trustee of the Library shall invest or hold any investment directly or indirectly in any financial, business, commercial or other private transaction that creates a conflict with his or her official duties.
8. **Certain Real Property Interests Prohibited**: No officer, employee, or trustee of the Library who has an interest in any real property, either individually or as an officer, employee, or trustee of a corporation or partnership, shall participate in the acquisition or plan for acquisition of said property or any property adjacent to said property by the Library. The term “participate” shall include the promotion of the site as well as the negotiation of the terms of the acquisition.

9. **Prohibited Conflicts of Interest**: No Library officer, employee, or trustee shall have an interest in any contract between the Library and a corporation or partnership of which he or she is an officer, employee, or trustee when such Library officer, employee, or trustee has the power to negotiate, prepare, authorize or approve the contract or authorize or approve payment thereunder, audit bills or claims under the contract, or appoint an officer, employee, or trustee who has any of the powers or duties set forth above, and no chief fiscal officer, treasurer or his or her deputy or employee shall have an interest in a bank or trust company designated as a depository paying agent, registration agent or for investment of Library funds of which he or she is an officer, employee, or trustee. The provisions of this action shall in no event be construed to preclude the payment of lawful compensation and necessary expenses of any Library officer, employee, or trustee in one or more positions of public employment, the holding of which is not prohibited by law.

10. **Certain Prohibited Actions**: No person employed by the Library shall hire, supervise, evaluate, promote, review or discipline any other employee who is a member of the same family. In the event that marriage, promotion, or reorganization results in a situation not in compliance with this policy, reassignment or transfer will be effected in accordance with the applicable provisions of any collective bargaining agreement to correct the situation.

11. **Private Employment**: No officer, employee, or trustee of the Library shall engage in, solicit, negotiate for or promise to accept private employment or render services for private interests when such employment or service creates a conflict with or impairs the proper discharge of his or her official duties.

12. **Future Employment**: No officer, employee, or trustee of the Library shall, after the termination of service as a Trustee or employment with the Library, appear before the Board or any panel or committee of the Board, in relation to any case, proceeding, or application in which he or she personally participated during the period of his or her service or employment or that was under his or her active consideration. This shall not bar or prevent the timely filing by a present or former Library officer, employee, or trustee of any claim, account, demand or suit against the Library on his or her own behalf or on behalf of any member of his or her family arising out of any personal injury or property damage or for any lawful benefit authorized or permitted by law.

13. **Use of Library Property**: No Library officer, employee, or trustee shall use or permit the use of property, owned or leased to the Library, for anything other than official purposes or for activities not otherwise officially approved by the Library Board of Trustees.

14. **Duty to Disqualify**: It is incumbent upon any Library officer, employee, or trustee, whether paid or unpaid, to disqualify himself or herself immediately whenever the appearance of a conflict of interest exists.

15. **Duty to Report Conflicts of Interest**: In the event that any Library officer, employee, or trustee knows of or perceives a direct or indirect conflict of interest, he or she shall report it to the Library Board of Trustees. Any resolution of such conflict by the Board shall hold the Library’s interest paramount, as well as maintain the Board’s integrity in its governing role.

16. **Duty to Report Violations of this Policy**: Any Library officer, employee, or trustee or any member of the public noting or suspecting a violation of this policy is encouraged to report the matter, either in confidence or in public, to the Library Board of Trustees.
The Library Board of Trustees shall cause a copy of this Code of Ethics and Conflict of Interest Policy to be distributed to every officer and employee of the Library. Each officer and employee elected or appointed thereafter shall be furnished a copy before entering upon the duties of his or her office or employment. In addition, the Board shall ensure that a copy of Article 18 of the General Municipal Law shall be kept posted in each public building under the Library’s jurisdiction in a place conspicuous to the Library’s officers and employees.

Penalties

In addition to any penalty contained in any other provision of law, a Library officer, employee, or trustee who shall knowingly and intentionally violate any of the provisions of this Code of Ethics and Conflict of Interest Policy may be subject to disciplinary action up to and including the imposition of fines, suspension, and dismissal, in the manner provided by applicable law.

Acknowledgement

The standard of behavior at the Port Washington Public Library is that all officers and employees, whether paid or unpaid, scrupulously avoid any conflict of interest between the interests of the Port Washington Public Library on the one hand, and their personal, professional, and business interests on the other. This includes avoiding actual conflicts of interest as well as potential and perceived conflicts of interest.

Upon or before election, hiring or appointment, I will make a full, written disclosure of any and all interests, relationships, and holdings that do create or could potentially create a conflict of interest. This written disclosure will be kept on file and I will update it as appropriate.

During the course of meetings or activities, I will disclose any interests in a transaction or decision where I (including my business and any other nonprofit affiliation), my family and/or my significant other, employer, or close associates will receive a benefit or gain. After disclosure, I understand that I will be asked to leave the room for the discussion and will not be permitted to vote on the question.

I understand that this policy is meant to be a supplement to good judgment, and I will respect its spirit as well as its wording.

Signature: __________________________

Print Name: __________________________

Date: July 12, 2023
RESOLUTION

July 12, 2023

The Board of the Port Washington Public Library resolves that it authorizes the payment in advance of audit of claims for public utility services, postage, freight, and express charges. The term public utility services shall mean electric, gas, water, sewer, and telephone services. All such claims shall be included in warrants presented to the Board for review.

William Keller, President
June 26, 2023

Keith Klang, Director
Port Washington Public Library
One Library Drive
Port Washington, NY 11050

Re: Port Washington Public Library
Facade Restoration and ALC Roof Replacement
H2M Project No.: PWLB2001
Change Order No. 2

Dear Director Klang:

We fully endorse Change Order No. 2 and its associated expense. Upon removal of the beauty caps and pressure plates to replace the failed gaskets it caused several of the insulated glazing (IG) units to shatter. This is due to the IG unit’s deterioration over many years. To restore the function of the curtain walls and save on energy costs it is necessary to replace these failed units. The beauty caps will need to be replaced as well in these areas due to the bending of the metal when removed.

If you have any questions or required further clarification, please contact the undersigned at extension 1215.

Very truly yours,

H2M architects + engineers

Melissa J. Hoereth

Project Designer

cc:
Lynn Moessner- Administration
April 10, 2023

Keith Klang, Director
Port Washington Public Library
One Library Drive
Port Washington, NY 11050

Re: Port Washington Public Library
Façade Renovation and ACL Roof Repair
H2M Project No.: PWLB2001
Change Order No. 3
Contract G

Dear Director Klang:

Enclosed, please find as submitted by Preferred Construction, Inc. for the above referenced project consisting of the following forms:

- Change Order #3 (AIA G701)
- Contractor Cost Estimate

We have reviewed the submitted change order for compliance with the contract specifications and recommend an increase to the contract sum in the amount of $18,109.95. This change order is for the removal and replacement of the roof drains on the knife-edge roof. As previously discussed, the original roof drains were not installed properly and were cracked causing water leakage into the building.

Should you wish to discuss this matter further please contact the undersigned at extension 1215.

Very truly yours,

H2M architects + engineers

Melissa J. Hoereth
Project Designer

Enclosure:
See above

cc:
Lynn Moessner - Administration
Jeffrey R. Donlon – Façade Consultant

H2M Architects, Engineers, Land Surveying and Landscape Architecture. DPC (NY) offers its services in NY only
H2M Architects & Engineers, Inc. (NJ) offers its services in NJ, DE, CT, FL, LA, MA, PA, VA only
H2M Associates, Inc. (NJ) offers its engineering, land surveying, landscape architecture services in NJ only

h2m.com
Change Order

PROJECT: (Name and address)
Port Washington Public Library
Façade Renovation and ACL Roof Repair
One Library Drive
Port Washington, NY 11050

ARCHITECT: (Name and address)
H2M architects + engineers
538 Broadhollow Road
Melville, NY 11747

CONTRACT INFORMATION:
Contract For: PWLB2001 General Construction
Date: April 13, 2022

CONTRACTOR: (Name and address)
Preferred Construction, Inc.
47 Werman Court
Plainview, NY 11803

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: March 22, 2023

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Contract sum increase due to additional services. See back up quote from Preferred Construction Inc.

The original Contract Sum was $1,652,000.00
The net change by previously authorized Change Orders $18,803.69
The Contract Sum prior to this Change Order was $1,670,803.69
The Contract Sum will be increased by this Change Order in the amount of $18,109.95
The new Contract Sum including this Change Order will be $1,688,913.64

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

H2M architects + engineers

Robert Dale, President

Keith Klang, Director

PRINTED NAME AND TITLE

DATE

PRINTED NAME AND TITLE

DATE
**CHANGE ORDER**

**AIA DOCUMENT G701**

---

**PROJECT:**
Port Washington Public Library  
1 Library Dr  
Port Washington, NY 11050

**TO CONTRACTOR:**
Preferred Construction Inc.  
47 Werman Court  
Plainview, NY 11803

---

**CHANGE ORDER NUMBER:** 3  
**DATE:** 2/8/2023  
**OWNER'S PROJECT #:** 28-04-04-03-6-032-012  
**AWARD DATE:** 4/1/2022  
**CONTRACT FOR:** Façade Restoration

---

The Contract is changed as follows:

**Entitlement: REV 0**

As requested by Design Team, this is a proposal to remove & reset two existing roof drain bowl assemblies above the roof deck. Remove and replace cracked (2) roof drains

---

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove two existing roof drain bowl assemblies from underside of roof deck and reset to above roof deck with all new extended piping including all labor &amp; material. Replace 2 ft sections of plywood at both roof drains.</td>
<td>$2,206.08</td>
</tr>
<tr>
<td>1/27/23 Plumbing remove &amp; reseat roof drains above plywood: $137.88 x 8hrs x 2 man days</td>
<td>$2,355.52</td>
</tr>
<tr>
<td>Roofer remove seal &amp; probe work existing condition around roof drains: $147.22/hr x 8hrs x 2 man</td>
<td>$1,240.00</td>
</tr>
<tr>
<td>Labor for boom lift: $155/hr x 8 hrs x 1 man</td>
<td></td>
</tr>
</tbody>
</table>

| 2/6/23 Plumbing remove & replace (2) roof drains with deck plates: $137.88 x 8hrs x 2 man | $2,206.08   |
| Roofer installed new plywood, sheeting & new roof membrane for both roof drains: $147.22/hr x 8hrs x 3 man | $3,533.28   |
| Labor for boom lift: $155/hr x 8 hrs x 1 man                                      | $1,240.00   |

Material: (2) Roof Drain Assembly with Deck Plates/Clamps & New Pipe Fittings & 3/4" Plywood, Sheeting & New Roof Membrane  

**Total Cost** $14,932.96  
10% Overhead $1,493.30  
5% Bonds & Ins. $821.31  
5% Profit $862.38  
**TOTAL** $16,109.95

---

*Not valid until signed by the Owner, Architect and Contractor.*

---

The original (Contract Sum) (Guaranteed Maximum Price) was ........................................... $1,652,000.00
Net Change by previously authorized Change Orders
$ -
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was
$ 1,652,000.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)
(unchanged) by this Change Order in the amount of
$ 18,109.95
$ 1,670,109.95
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be...

The Contract Time will be (increased) by
N/A
The date of Substantial Completion as of the date of this Change Order therefore is:

PROJECT: Port Washington Public Library
(name, address) 1 Library Dr
Port Washington, NY 11050

TO CONTRACTOR: Preferred Construction Inc.
(name, address) 47 Werman Court
Plainview, NY 11803

H2M Architects & Engineers
ARCHITECT
538 Broad Hollow Road, 4th Floor East
Melville, NY 11747

By

Date 4.10.23

CHANGE ORDER NUMBER: 3
DATE: 2/8/2023
OWNER'S PROJECT #: 28-04-04-03-6-032-012
AWARD DATE: 4/1/2022
CONTRACT FOR: Façade Restoration

Port Washington Public Library
OWNER or OWNER'S AGENT
1 Library Dr
Address
Port Washington, NY 11050

By

Date
<table>
<thead>
<tr>
<th>Holiday</th>
<th>Day</th>
<th>Date</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independence Day</td>
<td>Tuesday</td>
<td>July 4, 2023</td>
<td>Closed</td>
</tr>
<tr>
<td>Labor Day Weekend</td>
<td>Saturday</td>
<td>September 2, 2023</td>
<td>Closed</td>
</tr>
<tr>
<td></td>
<td>Sunday</td>
<td>September 3, 2023</td>
<td>Closed</td>
</tr>
<tr>
<td></td>
<td>Monday</td>
<td>September 4, 2023</td>
<td>Closed</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>Monday</td>
<td>October 9, 2023</td>
<td>Open 1-5 PM</td>
</tr>
<tr>
<td>Thanksgiving Eve</td>
<td>Wednesday</td>
<td>November 22, 2023</td>
<td>Open 11-5 PM</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Thursday</td>
<td>November 23, 2023</td>
<td>Closed</td>
</tr>
<tr>
<td>Christmas Eve</td>
<td>Sunday</td>
<td>December 24, 2023</td>
<td>Closed</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>Monday</td>
<td>December 25, 2023</td>
<td>Closed</td>
</tr>
<tr>
<td>New Year’s Eve</td>
<td>Sunday</td>
<td>December 31, 2023</td>
<td>Closed</td>
</tr>
<tr>
<td>New Year’s Day</td>
<td>Monday</td>
<td>January 1, 2024</td>
<td>Closed</td>
</tr>
<tr>
<td>Martin Luther King, Jr. Day</td>
<td>Monday</td>
<td>January 15, 2024</td>
<td>Open 1-5 PM</td>
</tr>
<tr>
<td>President’s Day</td>
<td>Monday</td>
<td>February 19, 2024</td>
<td>Open 1-5 PM</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Saturday</td>
<td>May 25, 2024</td>
<td>Closed</td>
</tr>
<tr>
<td></td>
<td>Sunday</td>
<td>May 26, 2024</td>
<td>Closed</td>
</tr>
<tr>
<td></td>
<td>Monday</td>
<td>May 27, 2024</td>
<td>Closed</td>
</tr>
<tr>
<td>Juneteenth</td>
<td>Wednesday</td>
<td>June 19, 2024</td>
<td>Closed</td>
</tr>
</tbody>
</table>

For Christmas Eve and New Year’s Eve a total of 2 compensatory days should be taken within a pay period before or after the holidays. Election Day – Nov 7th (9 a.m. – 9 p.m.) & Veterans’ Day - Nov. 10th are Floating Days = F/T & less-than-full-time staff will receive a floating holiday. P/T & hourly employees scheduled on these days will be paid at a rate of time & three quarters for hours worked. Closed Easter Sunday March 31, 2024. (Summer Sundays begin July 2, 2023).

Revised July 2023
<table>
<thead>
<tr>
<th>Description</th>
<th>2021-2022</th>
<th>2022-2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>25,403.50</td>
<td>25,485.74</td>
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<tr>
<td>$</td>
<td>13,593.70</td>
<td>13,947.35</td>
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<td>$</td>
<td>6,590.11</td>
<td>6,564.78</td>
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<td>$</td>
<td>14,057.43</td>
<td>14,003.40</td>
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<tr>
<td>$</td>
<td>98.46</td>
<td>98.46</td>
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<tr>
<td>$</td>
<td>4,302.22</td>
<td>4,371.39</td>
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<tr>
<td>$</td>
<td>812.26</td>
<td>803.36</td>
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<tr>
<td>$</td>
<td>11,406.53</td>
<td>11,345.09</td>
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<tr>
<td>$</td>
<td>5,940.71</td>
<td>6,481.45</td>
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<td>$</td>
<td>6,084.35</td>
<td>6,242.80</td>
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<tr>
<td>$</td>
<td>3,966.63</td>
<td>4,013.01</td>
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<td>$</td>
<td>1,330.93</td>
<td>1,268.72</td>
</tr>
<tr>
<td>$</td>
<td>3,427.60</td>
<td>3,439.35</td>
</tr>
<tr>
<td>$</td>
<td>9,832.33</td>
<td>9,794.54</td>
</tr>
<tr>
<td>$</td>
<td>16,820.06</td>
<td>17,054.42</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>123,666.82</strong></td>
<td><strong>125,713.86</strong></td>
</tr>
</tbody>
</table>
REVIEW OF INTERNAL CONTROLS

Invoices:
1. Invoices routed to the departments that placed the orders and are approved.
2. Coded by Finance Office
3. Approved by the Director
4. Approved by the Board President or his/her/their designee and another alternating Board member
5. Warrant approved by the full Board

Checks:
1. Prepared by the Finance Office
2. Signed by the Treasurer - except for the Treasurer’s check which is approved by a Board member.
3. Mailed by the Administrative Assistant after the warrant is approved by the Board

Accounting Firm:
1. Reviews bank reconciliations
2. Closes financial transactions for the month
3. Produces General Ledger
4. Prepares monthly financial statements for the Director and the Library Board

Payroll:
1. Supervisor’s review and approve timecards
2. Finalized payroll is then reviewed by the Director
3. Payroll is submitted by the Finance Office
4. Director reviews final certified payroll once it becomes available

Cash receipts:
1. Cash is collected and counted by two separate collection management staff
2. The Finance Office counts cash and makes bank deposits
3. The Treasurer reviews all cash bank deposits

July 2023
# BOARD OF TRUSTEES MEETING SCHEDULE

## JULY 2023– JUNE 2024

<table>
<thead>
<tr>
<th>DATE</th>
<th>MEETING</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 12</td>
<td>Organizational</td>
</tr>
<tr>
<td>August 16</td>
<td>No Meeting</td>
</tr>
<tr>
<td>September 20</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>October 18</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>November 15</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>December 20</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>January 17</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>February 14</td>
<td>Budget Hearing/Board Meeting</td>
</tr>
<tr>
<td>March 20</td>
<td>Budget Hearing/Board Meeting</td>
</tr>
<tr>
<td>March 17</td>
<td>Budget Information Session/Meet the Candidate(s)</td>
</tr>
<tr>
<td>April 9</td>
<td>Budget Vote/Trustee Election</td>
</tr>
<tr>
<td>April 17</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>May 15</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>June 12</td>
<td>Regular Meeting</td>
</tr>
</tbody>
</table>

**Notes:** Public Session of Meetings begins at 7:30 pm in a location to be determined.

**FYI**
- Rosh Hashanah — September 16, 2023
- Yom Kippur — September 25, 2023
- President’s Day — February 19, 2024
- Passover — April 22, 2024
- Easter Sunday — March 31, 2024
WARRANT SIGNING SCHEDULE

2023-2024

July 2023................................. Sima Vasa
........................................... Bill Keller

August 2023............................. Nancy Comer
........................................... Bill Keller

September 2023......................... Adrienne Saur
........................................... Bill Keller

October 2023............................ Patricia Bridges
........................................... Bill Keller

November 2023........................... Michael Krevor
........................................... Bill Keller

December 2023.......................... Matthew Straus
........................................... Bill Keller

January 2024............................ Sima Vasa
........................................... Bill Keller

February 2024........................... Adrienne Saur
........................................... Bill Keller

(over)
March 2024 ............................... Nancy Comer
                                  Bill Keller

April 2024 .............................. Patricia Bridges
                                  Bill Keller

May 2024 ................................. Michael Krevor
                                  Bill Keller

June 2024 ................................ Matthew Straus
                                  Bill Keller
COMMITTEE APPOINTMENTS FOR 2023/2024

Policy
Bill Keller, Michael Krevor, Matthew Straus

Budget
Bill Keller, Patricia Bridges, Michael Krevor,

Marketing/P.R.
Bill Keller, Nancy Comer, Sima Vasa

Technology
Bill Keller, Sima Vasa, Adrienne Saur

Community Outreach
Bill Keller, Patricia Bridges, Adrienne Saur
2023-2024 Facility and Technology Goals and Objectives

- Complete remaining glass and façade replacement.
- Install new security cameras in high traffic areas.
- Abandon/remove the oil tank that sits below the parking lot.
- Work closely with the Library’s interior designers on upgrades to the Reading Room, MakerSpace Lab, and other designated areas.
- Have the Library’s HVAC vendor perform a new energy audit on the building.
- Investigate the implementation of a new generator system.
- Explore an updated facility plan with the Library’s architects and engineers.
- Review the Library’s IT/General Technology plan and update accordingly.
- Continue to train personnel on cybersecurity and review the internal response plan in the event of a cyberattack.