AMITYVILLE PUBLIC LIBRARY AGENDA

Wednesday, February 28, 2024 6:00 p.m.

III.	Guest: Jill Sanders, CPA at Cullen & Danowski
IV.	 Financial Officer Warrant Sheet # 24-07B Warrant Sheet 24-08A Report of Receipts and Disbursements
	·
V.	 Director's Report Treasurer's Report/Hours Building Update Personnel
VI.	Old Business
VII.	New Business
VIII.	Adjournment

Approval of the minutes from the January 17th meeting.

Call to order.

I.

11.

AMITYVILLE PUBLIC LIBRARY REGULAR BOARD OF TRUSTEES MEETING

Wednesday, January 17, 2024 6:00 P.M. MINUTES

MEETING: was called to order at 6:05 p.m. by Anthony Ceriello

PRESENT: Anthony Ceriello, Leslie Kretz, Mary Beth Scarola, Todd Schlitt, and Shadd Jamison.

Absent: Eileen Taylor. Sharon Tener

EXECUTIVE At 6:06 p.m. we went into Executive Session to discuss the 2024 Health Insurance

SESSION: plans with Todd and Shadd. The Regular Board Meeting resumed at 6:22 p.m.

MINUTES: of the Regular Board of Trustees Meeting of December 13.2023 approved upon motion

made by Mary Beth Scarola, seconded by Anthony Ceriello.

FINANCE:

Warrant Sheet 24-06B in the amount of \$ 71,361.47 and \$ 250.00 and Warrant Sheet 24-07A in the amount of \$ 100,315.96 approved by motion made by Mary Beth Scarola

and seconded by Leslie Kretz.

The Claims Auditor Report and Treasurer Report approved upon motion by Leslie Kretz

and seconded by Mary Beth Scarola.

BUILDING UPDATE

Notice to Bidders were published January 4th. The Bidding Period opened on January

11th. To date the Library has received 17 bids, which will be opened on February 29th, when the Bidding Period ends.

The Building Management Software has decreased our utility bill by 35% since Oct.

PERSONNEL: As of January 1, in compliance with Federal Minimum Wage, employees who were

being paid \$ 15.00 hour were brought up to \$ 16.00 per hour. Motion made by

MaryBeth and seconded by Leslie to increase all other non-professional staff \$ 1.00 per

hour, effective January 7th, 2024.

OLD BUSINESS: The Budget vote will be held April 9, 2024.

NEW BUSINESS We are receiving 3.5% interest from M&T bank on 2 accounts and 1% on another.

ADJOURNMENT: Motion made by Mary Beth Scarola and seconded by Leslie Kretz to adjourn at

7:07 p.m.

#24-07B

Check Register

January 2024

DATE	NUM	VENDOR	MEMO/DESCRIPTION	AMOUNT
01-0200-000-	-1 M&T/C	Checking		W-10-410
01/04/2024	13091	CSEA Employee Benefit Fund	Group#289	1,329.29-
01/16/2024	13092	Donna Irvine	Jan 8th 2024 "Heart Wire Earrings"	300.00-
01/16/2024	13093	Stephanie Ann Jodlowski	January 9th 2024 "One on One Coaching"	95.00-
01/16/2024	13094	Green Earth Craft, Inc.	Jan 10th "Sweet Socks & Penguin Snow Globe"	550.00-
01/16/2024	13095	Jolanta Bazyte	Dec.14th, Jan.4th & 11th "Guided Meditation"	450.00-
01/16/2024	13096	Harriet Garelick	January Reimbursement	349.40-
01/16/2024	13097	Joan Monteleone	January Reimbursement	349.40-
01/16/2024	13098	Nora Schual	January Reimbursement	349.40-
01/16/2024	13099	Susan Handler	January Reimbursement	349.40-
01/16/2024	13100	Linda Ferraro	January Reimbursement	174.70-
01/16/2024	13101	Frances Millnamow	January Reimbursement	174.70-
01/16/2024	13102	Joan Traugott	January Reimbursement	174.70-
01/16/2024	13103	Amazon Capital Services	A3COCO37OGIAVX	426.40-
01/16/2024	13104	Amazon Capital Services	A3COCO37OGIAVX	638.92-
01/16/2024	13105	Assn of Field Ornithologists DBA Avinet Research Supplies		251.95-
01/16/2024	13106	Blackstone Publishing	168108	175.58-
01/16/2024	13107	BVCA		60.00-
01/16/2024	13108	Central Business Systems	AP00	26.98-
01/16/2024	13109	Cesspool Pro's		1,275.00-
01/16/2024	13110	Cullen & Danowski, LLP	ID# 70550	1,180.00-
01/16/2024	13111	DRP Solutions	AP11	2,150.14-
01/16/2024	13112	Environmental Landscaping & Design		175.00-
01/16/2024	13113	EverBank	20416784	218.00-
01/16/2024	13114	Evergreen Custom Cesspool Builders, Inc		150.00-
01/16/2024	13115	First-Citizens Bank & Trust Co.	1750795	121.00-
01/16/2024	13116	FNBO	4988 6599 4223 5913	4,999.72-
01/16/2024	13117	The Hartford	14807494	3,328.25-
01/16/2024	13118	The Hartford	14807494	235.71-
01/16/2024	13119	Midwest Tape, LLC	2000015934	150.43-
01/16/2024	13120	Interactive Sciences, Inc.	3041	498.86-
01/16/2024	13121	Metropolitan Data Solutions Management		542.52-
01/16/2024	13122	Michele Gascoigne Dodd		850.00-
01/16/2024	13123	Midwest-Adult AV	2000001615	247.29-
01/16/2024	13124	Nassau County Library Association		80.95-
01/16/2024	13125		56405-34000	1,037.98-
01/16/2024			53493683	183.92-
01/16/2024		•		422.30-
01/16/2024		·	03577	71,127.70-
01/16/2024			0346-5000-72-1	2,721.34-
01/16/2024				50.00-
01/16/2024		·		280.00-
01/10/2027	.0.01	a.m.n.a. a. aaan a. maji isi		

Check Register

January 2024

DATE	NUM	VENDOR	MEMO/DESCRIPTION	AMOUNT
01/16/2024	13132	SCLS - Overdues	AMTY	63.00-
01/16/2024	13133	Staples	NYC 1007943	150.87-
01/16/2024	13134	Staples	NYC 1007943	6.00-
01/16/2024	13135	Sunrise Window Cleaning		155.00-
01/16/2024	13136	Verizon	651-755-985-0001-74	293.67-
01/16/2024	13137	Verizon	455-917-039-0001-41	79.00-
01/16/2024	13138	Verizon Business	Voided - Y2750953	0.00
01/16/2024	13139	Winters Bros. Hauling of LI, LLC	21-15788 0	423.83-
01/16/2024	13140	B&T - Aut. Yours	L0771083	210.50-
01/16/2024	13141	B&T - Aut. Yours	L0771083	227.98-
01/16/2024	13142	B&T - Proc/Fiction	L2124653	214.83-
01/16/2024	13143	B&T - Large Print	L4088893	158.59-
01/16/2024	13144	B&T - Children's Bks	L8002843	21.19-
01/16/2024	13145	B&T - Processed	L9304793	52.88-
01/17/2024	13146	Adrienne Brosseau	Administration Class Reimbursement	825.00-
01/17/2024	13147	CJ Publishers Inc.		155.95-
01/17/2024	13148	Staples	NYC 1007943	450.12-
01/17/2024	13149	Suffolk Cooperative Library System	ID# AMTY	1,246.00-
01/17/2024	13150	Suffolk Cooperative Library System	ID# AMTY	264.12-
01/18/2024	13151	Verizon Business	Y2750953	1.17-
01/26/2024	13152	Mary Kearns	Dec.4th & 11th "Citizenship"	450.00-
01/26/2024	13153	Theresa Maritato	Jan.17 th 2024 "Pet Pantry"	395.00-
01/26/2024	13154	Catherine Rose	Jan.3,10,17 2024 "Support Group"	300.00-
01/26/2024	13155	Lauren Blum	Jan. 23rd 2024 "Zumbini for Babies"	180.00-
01/26/2024	13156	Quadrone Enterprise Inc.	Jan.22nd 2024 "Winter Cookies"	180.00-
01/26/2024	13157	Donna Nesteruk	Jan.22 2024 "Tuning Fork Therapy"	300.00-
01/26/2024	13158	Lisa Curley	Jan.4 & 24 2024 "Baby Sign Language"	260.00-
01/26/2024	13159	Howard Dashkin	Jan.18 & 25 2024 "Line Dance Mix"	200.00-
01/26/2024	13160	Jolanta Bazyte	Jan.4,11,18,25 "Morning Intermediate Yoga"	500.00-
01/26/2024	13161	Ann Guarascio		387.50-
01/26/2024	13162	Amazon Capital Services	A3COCO37OGIAVX	671.73-
01/26/2024	13163	Central Business Systems	AP00	21.49-
01/26/2024	13165	Cullen & Danowski, LLP	ID# 70550	250.00-
01/26/2024	13166	First-Citizens Bank & Trust Co.	1750795	497.34-
01/26/2024	13167	Solomon R. Guggenheim Museum		500.00-
01/26/2024	13168	Hartcorn Plumbing & Heating, Inc.	AMI-190	475.00-
01/26/2024	13169	LT Michael P. Murphy Navy Seal Museum		150.00-
01/26/2024	13170	Midwest-Adult AV	2000001615	107.72-
01/26/2024	13171	SCWA	3000008194	325.56-
01/26/2024	13172	Skinnon & Faber, CPAs, P.C.		340.00-
01/26/2024	13173	Suffolk Cooperative Library System	ID# AMTY	650.00-
01/26/2024	13174	The New York Times	904126000	82.00-
01/26/2024		B&T - Aut. Yours	L0771083	251.33-
01/26/2024		B&T - Instant books	L0269893	278.38-

Check Register

January 2024

DATE	NUM	VENDOR	MEMO/DESCRIPTION	AMOUNT
01/26/2024	13178	B&T - Large Print	L4088893	108.24-
01/26/2024	13179	B&T - YA Instant	L4106363	23.21-
01/26/2024	13180	B&T - Children's Bks	L8002843	109.95-
01/26/2024	13181	B&T - Processed	L9304793	232.81-
01/26/2024	13182	Cengage Learning Inc / Gale	123506	50.23-
01/26/2024	13183	Melissa Negrin	Dec.12 2023 & Jan.17 2024 "Consulting"	180.00-
01/29/2024	13184	CSEA, Inc.	Jan.2024 Dues	668.55-
Total for 01-0	200-000	-1 M&T/Checking		\$
				112,480.69-
02-0201-004	M&T/Ca	pital MM		
01/17/2024	1064	John Miccoli	ld# 6	750.00-
01/17/2024	1065	Quatela Chimeri PLLC		1,825.00-
01/26/2024	1066	John Tanzi Architects		68,131.58-
01/26/2024	1067	Park East Construction Corp.		36,850.00-
Total for 02-0	201-004	M&T/Capital MM		\$
				107,556.58-
Not Specified				
01/26/2024	To	CSEA, Inc.	Voided - Jan.11 & 25 "Dues"	0.00
	print			
Total for Not	Specifies	·		\$0.00

Check Register

February 1-23, 2024

DATE	NUM	VENDOR	MEMO/DESCRIPTION	AMOUNT
01-0200-000	-1 M&T/0	Checking		
02/12/2024	13185	Harriet Garelick	Reimbursement "February 2024"	349.40-
02/12/2024	13186	Susan Handler	Reimbursement "February 2024"	349.40-
02/12/2024	13187	Joan Monteleone	Reimbursement "February 2024"	349.40-
02/12/2024	13188	Nora Schual	Reimbursement "February 2024"	349.40-
02/12/2024	13189	Linda Ferraro	Reimbursement "February 2024"	174.70-
02/12/2024	13190	Frances Millnamow	Reimbursement "February 2024"	174.70-
02/12/2024	13191	Joan Traugott	Reimbursement "February 2024"	174.70-
02/12/2024	13192	Nadia Campbell-Mitchell	"Moon Phases" 12/12/23 "Reiki" Jan.9,23 2024	300.00-
02/12/2024	13193	Mary Kearns	"One on One Citizenship" Jan,5,11,12,13 2024	600.00-
02/12/2024	13194	Danielle Hitner	"Zumba" Jan.3,10,17,24 2024	500.00-
02/12/2024	13195	Rosemary Algios	"ASL" Jan.11,18,25 2024	450.00-
02/12/2024	13196	Sandra Rovira	"Beginners Yoga" Jan.4,18,25 2024	225.00-
02/12/2024	13197	John K. Carpenter	"Silent Comedies" Jan.26 2024	200.00-
02/12/2024	13198	Rhonda D. Lipscomb	"Songs of Liberation" Jan.27 2024	400.00-
02/12/2024	13199	Howard Dashkin	"Latin Mix" Jan.20,27 2024	200.00-
02/12/2024	13200	Christopher Fiore	"Guitar & Ukulele" Jan.8,22,29 2024	720.00-
02/12/2024	13201	Martin H Levinson	"Martin Luther King Jr" Jan.29 2024	150.00-
02/12/2024	13202	Donald Allen	"Creative Writing" Jan.22,29 2024	200.00-
02/12/2024	13203	A Time for Kids, Inc.	"Tiny Tots" Jan.30 2024	160.00-
02/12/2024	13204	Dorothy Mandrakos	"Qigong" Jan.2,9,16,23,30 2024	475.00-
02/12/2024	13205	Lauren N. Donnelly	"SL/CE" Jan.9,16,23,30 2024	1,600.00-
02/12/2024	13206	Just a Hobby Inc.	"Beginner Mahjongg" Jan.16,23,30 2024	500.00-
02/12/2024	13207	Dianne Hawxhurst	"DIY Cards Take & Make" Jan.31 2024	300.00-
02/12/2024	13208	Ramiro Coba	"Conversational English" Jan.10,17,24,31 2024	200.00-
02/12/2024	13209	Mayrel Coba	"Conversational English" Jan.10,17,24,31 2024	200.00-
02/12/2024	13210	Adrienne Lebron	"Sketch and Stretch" Jan.31 2024	250.00-
02/12/2024	13211	Sandra Rovira	"Chair Yoga" Jan.3,17,24,31 2024	300.00-
02/12/2024	13212	Lauren Blum	"Zumbini for Babies" Feb.2 2024	180.00-
02/12/2024	13213	Laura Barrella	"Hand Warmers" Feb.5 2024	275.00-
02/12/2024	13214	Marlena Konas	"Heart Shaped Necklace & Earrings" Feb.8 2024	310.00-
02/12/2024	13215	Katharine A. Reccardi	"Valentine Mittens" Feb.8 2024	400.00-
02/12/2024	13216	Amazon Capital Services	A3COCO37OGIAVX	437.55-
02/12/2024	13217	Amity Vacuum, Inc.		217.35-
02/12/2024	13218	Bold Systems, LLC		1,495.55-
02/12/2024	13219	CCP Solutions, LLC	AP03	665.00-
02/12/2024	13220	CSEA Employee Benefit Fund	Group#289	1,329.29-
02/12/2024	13221	Daily News	1535477	56.25-
02/12/2024	13222	DRP Solutions	AP11	2,149.25-
02/12/2024	13223	EBSCO	TN-J-45785-00	4,841.58-
02/12/2024	13224	EverBank	20416784	198.00-
02/14/2024	13225	First-Citizens Bank & Trust Co.	1750795	209.28-
02/14/2024	13226	Fusion Networks		200.00-
02/14/2024	13227	Grainger	856012299	9.06-

Check Register

February 1-23, 2024

DATE	NUM	VENDOR	MEMO/DESCRIPTION	AMOUNT
02/14/2024	13228	Laura Giuliano		3.75-
02/14/2024	13229	Midwest Tape, LLC	2000015934	190.08-
02/14/2024	13230	Johnson Controls Security Solutions	01300 105203849	900.75-
02/14/2024	13231	MapToons		845.00-
02/14/2024	13232	National Grid	56405-34000	1,274.54-
02/14/2024	13233	Newsday	53493683	231.92-
02/14/2024	13234	NYS Employees' Health Insurance Pending Account	03577	37,979.40-
02/14/2024	13235	OTC Brands, Inc.	29071321	155.89-
02/14/2024	13236	Playaway Products LLC		292.45-
02/14/2024	13237	PSEGLI	0346-5000-72-1	3,380.04-
02/14/2024	13238	Quatela Chimeri PLLC		750.00-
02/14/2024	13239	Skinnon & Faber, CPAs, P.C.		262.50-
02/14/2024	13241	Staples	NYC 1007943	672.87-
02/14/2024	13242	Staples	NYC 1007943	6.00-
02/14/2024	13243	SCLS - Overdues	AMTY	61.74-
02/14/2024	13244	Suffolk Cooperative Library System	ID# AMTY	17,305.00-
02/14/2024	13245	Suffolk Cooperative Library System	ID# AMTY	2,700.00-
02/14/2024	13246	Suffolk Cooperative Library System	ID# AMTY	60,762.00-
02/14/2024	13247	SCLS-PALS	ID#AMTYP	4,348.53-
02/14/2024	13248	Sunrise Window Cleaning		155.00-
02/14/2024	13249	United States Postal Service		1,304.40-
02/14/2024	13250	Verizon Business	Y2750953	3.09-
02/14/2024	13251	Verizon	455-917-039-0001-41	79.00-
02/14/2024	13252	Winters Bros. Hauling of LI, LLC	21-15788 0	423.83-
02/14/2024	13253	B&T - Instant books	L0269893	146.76-
02/14/2024	13254	B&T - Aut. Yours	L0771083	799.15-
02/14/2024	13255	B&T - Proc/Fiction	L2124653	540.25-
02/14/2024	13256	B&T - Large Print	L4088893	359.65-
02/14/2024	13257	B&T - YA Instant	L4106363	57.42-
02/14/2024	13258	B&T - Children's Bks	L8002843	301.28-
02/14/2024	13259	B&T - Processed	L9304793	459.72-
02/14/2024	13260	B&T - YA	L9422923	11.32-
02/14/2024	13261	B&T - Proc/Fiction	L2124653	339.93-
02/14/2024	13262	Amazon Capital Services	A3COCO37OGIAVX	17.28-
02/14/2024	13263	A Time for Kids, Inc.	"Tiny Tots" Feb.12 2024	160.00-
02/14/2024	13264	Martin H Levinson	"Making of America" Feb.12 2024	150.00-
02/14/2024	13265	Quadrone Enterprise Inc.	"Treat Box Take & Make" Feb.12 2024	320.00-
02/14/2024	13266	Lawrence Wolff	"Film Lecture" Feb.12 2024	225.00-
02/14/2024	13267	FNBO	4988 6599 4223 5913	1,428.96-
		-1 M&T/Checking		\$ 162,229.36-
02-0201-004		pital MM		
02/14/2024		John Miccoli	ld# 6	1,125.00-
02/14/2024	1069	Park East Construction Corp.		17,115.00-

Check Register

February 1-23, 2024

DATE	NUM	VENDOR	MEMO/DESCRIPTION	AMOUNT
02/14/2024	1070	Quatela Chimeri PLLC		3,475.00-
Total for 02-0	201-004	I M&T/Capital MM		\$.21,715.00-
Not Specified				
02/14/2024	13240	Todd Schlitt	Voided	0.00
Total for Not	Specifie	el		\$0.00

DIRECTOR'S REPORT

AMITYVILLE PUBLIC LIBRARY

Wednesday, February 28th, 2024 6:00 p.m.

Treasurer's & Claims Auditor's Reports

The Board is requested to make a motion to approve the Treasurer's Report for January 2024.

The Board is requested to make a motion to approve the Claim Auditor's Report for January 2024.

Claims Auditor and Treasurer

The Claim's Auditor worked hours in 11.5 hours in January. The Treasurer worked 7.75 hours in January.

Building Update

The door count was 20,499 in January which was an increase from 16,640 in January 2023.

41 vendors have responded to the Bid Notice that was in The Record a few weeks ago. We will be opening the bid packages on Thursday, February 29th to determine who will be doing the different facets of the project. We may have to have a special Board meeting in early March to formally announce the vendor awarded the contract, but I will try to push it to our regularly scheduled meeting.

Construction is beginning on Monday, April 15th. However, the trailer and temporary door will be installed in late March. The temporary door will be on Oak Street towards the corner of John Street. The bond money will most likely be sent in early May so we will have the funds for the project. We chose to defer most of the first years bond payment until next year to spread it out and ease the impact on the tax payers (see attached amortization schedule).

Since the entire east side of the building (both floors) will be removed, Administration will be set up in the trailer along with a quick service station to drop off/pick up materials. The Childrens department will be temporarily re-located to the quiet study area in the northwest corner of the first floor. The Circulation department/office along with the staff lounge will be re-located downstairs to the large community room. The smaller room will be used for in-house programming and the VFW will be used for larger offsite programming.

We will be adding at least one more storage unit at Omega Storage on Sunrise Highway in Amityville for childrens materials and office files.

Personnel

Part-time security guard hired, Maurice Kemp, at a rate of \$25.00 per hour effective January 2, 2024 (motion).

Part time adult librarian, Edna Susman, at a rate of \$30.31 effective February 5, 2024 (motion).

Request for the Business Manager list has been sent to Civil Service at a salary of \$75,000. We will be canvassing in early March.

We had no luck hiring a Teen librarian so we will wait for the Librarian I list to come out in late May/early June and canvas from that at a lower salary and more librarians to choose from, he/she just may not have the experience we are hoping for, but we'll make it work.

Shabnam Faruqui has been a good replacement as Circulation Supervisor for Patty Furbush since her retirement in December. Shabnam agreed to a 3-month trial period to see if a raise is warranted. That will be decided at the March Board meeting.

Old Business

- NYSHIP (Re-imbursements)
- Parking Lot Letter
- Contract Negotiations

New Business

- Settlement Agreement
- Budget Approval (motion)
- Tax Cap Resolution

Respectfully submitted by Todd Schlitt, Library Director

Amityville Public Library Proposed 2024/2025 Budget - Presupesto Propuesto 2024/2025 2% Increase plus Bond Payment

		2023/2024		2024/2025	
Staff Salary & Benefits/Salario y Beneficios del Personal					
Salaries/Salarios:	s	1,480,000.00	٠	1,587,000.00	
Personnel Costs & Benefits/Costos y Beneficios del Personal:	15	679,000.00	\$	696,000.00	
	Ś	2,159,000.00	*	2,283,000.00	
Library Materials & Programs/Materiales y Programas de la Biblioteca					
Books & Materials/Libros y Materiales:	s	273,000.00	₩	278,000.00	
Supplies/Suministros:	45	20,000.00	❖	30,000.00	
Programs/Programas:	S	145,000.00	S	165,000.00	
	ς,	438,000.00	₩	473,000.00	
Library Operations/ Operaciones de la biblioteca					
Equipment & Furniture/Equipos y Muebles:	\$	50,000.00	₩.	35,000.00	
Computer Expenses & Automation/Gastos Informáticos y Automatización:	\$	74,000.00	↔	77,000.00	
Utilities & Telecomunications/Servicios públicos y telecomunicaciones:	\$	83,200.00	₩	87,000.00	
Insurance/Seguroa:	s	35,000.00	❖	40,000.00	
Public Relations, Notices, & Outreach/Relaciones Públicas y Avisos:	ļs	81,178.00	S	82,151.00	
	43-	323,378.00	₩.	321,151.00	
Fixed Expenses/Gastos Fijos	•		•		
Professional Fees/Honorarios Profesionales:	٠ ·	4F 000.00	Դ ቲ	50,200.00	
Additionance Constant Outlow (Maintanance & Constant Outlow)	ሉ ‹	114 000 00	A 4	123,000,00	
Other (Travel, Rent, Misc.)/Otros (Viajes, Alquiler, Miscelánea):	÷	34,700.00	\$	50,200.00	
	₩.	284,700.00	₩.	319,400.00	
Total Operating Budget/Presupuesto Operativo Total:	45	3,205,078.00	₩	3,396,551.00	
** Debt Service Payment/Pago del Servicio de la Deuda:			\$	276,886.00	
			₩.	3,673,437.00	
Less/Menos:					
* Fees & Interest/Honorarios y Intereses	· 4>	25,700.00	· 4	160,200.00	
* PILOI * State Aid/Ayuda Estatal	4 5 4	7,000.00	₩	7,500.00	
	ţ.	132,700.00	*	267,700.00	
Amount to be Raised by Taxes/Monto a Recaudar por Impuestos:	₩	3,072,378.00	❖	3,405,737.00	

^{**} The 2024/2025 proposed budget includes a portion of the required payment for amortization on the \$9,850,000 bond to complete the building renovation and expansion project, as approved by the community on November 15, 2022.

Suffolk and Nassau Counties, New York \$9,850,000 Library Serial Bonds - 2024 Prevailing "Aa " rates (1.31.24)

20 Years

Debt Service Schedule

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RESOLUTION:

RESOLUTION APPROVING 2024-2025 BUDGET IN EXCESS OF STATE TAX CAP

WHEREAS, the adoption of this 2024 - 2025 budget for the Amityville Public Library (the "Library") requires a tax levy increase that exceeds the tax cap imposed by State law as outlined in General Municipal Law ("GML") §3-c, adopted in 2011; and

WHEREAS, GML §3-c expressly permits the Library Board of Trustees to override the tax levy limit by a resolution approved by a vote of sixty percent of qualified Board Trustees;

RESOLVED, that the Board of Trustees of the Amityville Public Library does hereby vote to, and approve to, exceed the tax levy limit for the 2024 – 2025 fiscal year by at least sixty percent of the Board of Trustees, as required by State law.

DISPOSITION OF THE BOARD	
MOVED:	_
SECONDED:	
THOSE IN FAVOR THOSE OPPOSED	THOSE ABSTAINING
COMMENTS:	

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (the "Agreement") is entered into between (i) BRANDON GARCIA individually, and on behalf of any and all of his past, present and future representatives, heirs, administrators, executors, beneficiaries, agents, spouses, children, trustees, conservators, attorneys, successors and assigns of such individual, as applicable and without limitation (collectively "Plaintiff" of Releasor) and (ii) AMITYVILLE PUBLIC LIBRARY, including current and former parents, subsidiaries, related, and affiliated entities, and their respective current and former successors, assigns, representatives, agents, attorneys, shareholders, members, officers, directors and employees, both individually and in their official capacities (collectively "Defendant" and/or Releasee) in settlement of any and all claims, disputes, and allegations that Plaintiff believes exist or may exist between Plaintiff and Defendant.

- 1. No Liability. It is understood and agreed that this Agreement and the settlement it represents is intended solely for the purpose stated herein and entered into solely for the purpose of avoiding further expense. This Agreement and the settlement it represents may not be cited as, and does not constitute and should not be construed to be, an admission by Defendant of any wrongdoing or violation of any federal, state or local law, or of any duty whatsoever, whether based in statute, common law, or otherwise, and Defendants expressly deny that any such violation or wrongdoing has occurred as to Plaintiff or any other individual.
- **2. Consideration.** In consideration of the representations, warranties, covenants and releases contained herein, Defendants shall pay the amount of \$12,000.00, as follows:

One check in the amount of \$12,000.00, payable to "ACAMPORA & LEVINE ATTORNEYS AT LAW" as attorneys for BRANDON GARCIA.

Provided that Plaintiff does not revoke this Agreement as set forth herein, the aforesaid check shall be delivered to ACAMPORA & LEVINE ATTORNEYS AT LAW Att.: Dustin A. Levine, Esq., 1615 Merrick Road, Merrick, NY 11566 within 21 days of the Effective Date of this Agreement as defined below.

3. Release of Claims. In consideration of the payment described above and for other good and valuable consideration, Plaintiff hereby releases and forever discharges Defendant/Releasee from all debts, obligations, promises, covenants, agreements, contracts, endorsements, bonds, controversies, suits, actions, causes of action, judgments, damages, expenses, claims or demands, in law or in equity, which Plaintiff ever had, now has, or which may arise in the future, regarding any matter arising on or before the date of Complainant's execution of this Agreement, including but not limited to all claims (whether known or unknown) by Plaintiff or on Plaintiff's behalf regarding Plaintiff's employment at or termination of employment from Defendant, any contract (express or implied), any claim for equitable relief or recovery of punitive, compensatory, or other damages or monies (including claims as to taxes), attorneys' fees, any tort, and all claims for alleged discrimination based upon harassment, age, race, color, sex, sexual orientation, marital status, familial status, religion, national origin, handicap, disability, genetic information, or retaliation, including any claim, asserted or un-asserted, which could arise under Title VII of the Civil Rights Act of 1964; the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act of 1990; the Americans With Disabilities Act of 1990; the Civil Rights Act of 1866, 42 U.S.C. § 1981; the Genetic Information Nondiscrimination Act of 2008; the Family and Medical Leave Act of 1993; the Employee Retirement Income Security Act of 1974; the Civil Rights Act of 1991; the Worker Adjustment and Retraining Notification ("WARN") Act of 1988; the New York State WARN Act; the New York State Human Rights Law; the New York City Human Rights Law; the New York City Earned Sick Time Act; the New York State Labor Law; and any other federal, state or local laws, rules or regulations, whether equal employment opportunity laws, rules or regulations or otherwise, or any right under any Defendant pension, welfare, or stock plans. It is Plaintiff's and Defendant's intention that Plaintiff's release of claims against Defendant/Releasees should have the broadest possible effect and should release each and every actual and potential claim unless such release would be prohibited by law, and Plaintiff hereby does release all such claims.

Plaintiff represents that he (either jointly or severally) has no suits, claims, charges, complaints or demands of any kind whatsoever currently pending against Respondent with any local, state or federal court or any governmental, administrative, investigative, civil rights or other agency or board other than the matter pending in the Supreme Court of the State of New York, County of Suffolk entitled Brandon Garcia v, Village of Amityville, Town of Babylon, County of Suffolk, and Amityville Public Library, Index No.: 616993/2021. Plaintiff covenants and agrees not to file any other action against Defendant/ Releasee based upon any of the claims released in Paragraph 3 above.

- 4. Cooperation in Administrative Proceedings: Nothing in this Agreement shall be construed to prohibit Plaintiff from participating in any investigation or proceeding conducted by the EEOC, the NYSDHR, or a comparable state or local agency. Notwithstanding the foregoing, Plaintiff agrees to waive Plaintiff's right to recover monetary damages in any charge, complaint, or lawsuit filed by Plaintiff or by anyone else on their behalf against the Defendant and/or Releasee.
- 5. Nothing Owed. Plaintiff represents, warrants, and acknowledges that Defendant owe Plaintiff no wages, commissions, bonuses, sick pay, personal leave pay, severance pay, vacation pay or other compensation or benefits or payments or form of remuneration of any kind or nature.
- Confidential Information. Plaintiff agrees not to disclose, nor use for Plaintiff's benefit or the benefit of any other person or entity, any information received in connection with Defendant which is confidential or proprietary and (i) which has not been disclosed publicly by Defendant, (ii) which is otherwise not a matter of public knowledge or (iii) which is a matter of public knowledge but Plaintiff knows or has reason to know that such information became a matter of public knowledge through an unauthorized disclosure; however, Plaintiff may disclose such information while engaging in the activities referenced in paragraph 4 of this Agreement. Proprietary or confidential information shall include information the unauthorized disclosure or use of which would reduce the value of such information to Defendant. Such information includes, without limitation, Defendant's client lists, its trade secrets, any confidential information about (or provided by) any client, or prospective or former client of Defendant, information concerning Defendant's business or financial affairs, including its books and records, commitments, procedures, plans and prospects, products developed by Defendant, or current or prospective transactions or business of Defendant and any "inside information." Plaintiff agrees that such information provides Defendant with a unique and valuable competitive advantage. Plaintiff hereby confirms that Plaintiff has delivered to Defendant and retained no copies of any written

materials, records and documents (including those that are electronically stored) made by Plaintiff or coming into Plaintiff's possession during the course of Plaintiff's employment with Defendant which contain or refer to any such proprietary or confidential information.

7. Non-Disclosure. In connection with the separate Confidentiality Agreement annexed here to and made a part hereof as Exhibit A, which Plaintiff requests, Plaintiff agrees not to disclose the terms, contents or execution of this Agreement, the claims that have been or could have been raised against Defendant, or the facts and circumstances underlying this Agreement, except Plaintiff may make such disclosures: (a) to Plaintiff's immediate family, tax advisors, or taxing authorities, so long as such person or entity agrees to be bound by the confidential nature of this Agreement; (b) to Plaintiff's legal counsel; (c) pursuant to the order of a court; (d) while engaging in the activities referenced in paragraph 4 of this Agreement; and/or (e) for purposes of securing enforcement of the terms and conditions of this Agreement, should that ever be necessary. Should Plaintiff receive any inquiry about the status or resolution of any claims or allegations subject to this Agreement he shall state only that the matter has been resolved.

Plaintiff further re-affirms and acknowledges that they were provided twenty-one (21) calendar days to consider the Confidentiality Agreement attached as Exhibit A and the confidentiality provisions contained therein before agreeing to them. Plaintiff also re-affirms and acknowledges that they are being provided seven (7) calendar days to revoke acceptance of the Confidentiality Agreement, in which case this Settlement Agreement shall be unenforceable, null and void. If Plaintiff executes and does not revoke the Confidentiality Agreement during the seven-day revocation period, this Settlement Agreement, will take effect on the eighth (8th) day after the date Plaintiff signs the Confidentiality Agreement and this Settlement Agreement (the "Effective Date"). Plaintiff agrees to sign the Confidentiality Agreement and the Settlement Agreement on the same day, but not before expiration of the twenty-one (21) day consideration period referred to above.

8. Non-Disparagement.

Plaintiff will not disparage Defendant, or issue any communication, written or otherwise, that reflects adversely on or encourages any adverse action against Defendant, including the issuance of any statement to or response to any inquiry by any member of the press or media, whether written, verbal, electronic, posting on social media or otherwise. Nothing herein will prohibit Plaintiff from (a) testifying truthfully under oath pursuant to any lawful court order or subpoena, (b) otherwise responding to or providing disclosures required by law, or (c) engaging in the activities referenced in paragraph 4 of this Agreement.

In the event that prospective employers of Plaintiff contact Defendant, Defendant agree only to provide the title and dates of Plaintiff's employment. For Defendant to be subject to this obligation, any such inquiries must be directed to Defendant's Library Director. Notwithstanding the foregoing, this Agreement does not prohibit Defendant's officers, shareholders, and directors from making any truthful statement, comment, or disclosure required by applicable law, regulation, or ordinance or from giving truthful testimony in any litigation, arbitration, or administrative proceeding when compelled to do so by subpoena, court order, or applicable law, regulation, or ordinance.

Plaintiff and Defendant acknowledge and agree that these non-disparagement obligations constitute a material term of the Settlement Agreement and constitutes consideration of the Settlement Agreement

- 9. Tax Indemnification. Garcia acknowledges and agrees that: (i) this settlement may result in taxable income to Garcia under applicable federal, state and local tax laws; (ii) Amityville Public Library Releasee is providing no tax, accounting or legal advice to Garcia, and make no representations regarding any tax obligations or tax consequences on Garcia's part relating to or arising from this Agreement; (iii) Garcia shall be solely responsible for all of Garcia's tax obligations, including, without limitation, all federal, state and local taxes, and all tax liens or claims against Amityville Public Library Releasee that may arise from all payments received by Garcia under this Agreement, and Garcia shall not seek any indemnification from Amityville Public Library Releasee with respect thereto; (iv) Garcia has been advised that Amityville Public Library Releasee must comply with their obligations to make reports of such taxable income to the appropriate federal, state and local tax authorities, and issue IRS Form 1099 related to the Settlement Payment; and (v) Garcia and Garcia's Counsel shall cooperate and provide information to Amityville Public Library Releasee, as reasonably necessary, to allow Amityville Public Library Releasee to make the Settlement Payment and comply with all applicable federal, state and local tax laws.
- 10. No Re-employment or Reinstatement. Plaintiff agree that his employment with Defendant/Releasee has previously terminated. Plaintiff agrees that he shall not, at any time in the future, seek or accept employment or re-employment with Defendant or the Releasee, and that any application made by Plaintiff may be rejected without any liability to Defendant or the Releasee.
- 11. Entire Agreement. This Agreement constitutes the entire agreement between Defendant and Plaintiff, and supersedes and cancels all prior and contemporaneous written and oral agreements, if any, between Defendant and Plaintiff. Plaintiff affirms that, in entering into this Agreement, Plaintiff is not relying upon any oral or written promise or statement not contained herein made by anyone at any time on behalf of Defendant.
- 12. Severability. If any of the provisions, terms or clauses of this Agreement is declared illegal, unenforceable or ineffective in a legal forum, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon both parties. Paragraph headings are inserted for convenience only and shall not impact the meaning or construction of this Agreement.
- 13. ADEA Waiver. Without detracting in any respect from any other provision of this Agreement:

Plaintiff, in consideration of the payment provided to Plaintiff as described in paragraph 2 of this Agreement, agrees and acknowledges that this Agreement constitutes a knowing and voluntary waiver of all rights or claims Plaintiff has or may have against

Defendant/Releasee as set forth herein, including, but not limited to, all rights or claims arising under the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), including, but not limited to, all claims of age discrimination in employment and all claims of retaliation in violation of the ADEA; and Plaintiff has no physical or mental impairment of any kind that has interfered with Plaintiff's ability to read and understand the meaning of this Agreement or its terms, and that Plaintiff is not acting under the influence of any medication or mind-altering chemical of any type in entering into this Agreement.

Plaintiff understands that, by entering into this Agreement, Plaintiff does <u>not</u> waive rights or claims that may arise after the date of Plaintiff's execution of this Agreement, including without limitation any rights or claims that Plaintiff may have to secure enforcement of the terms and conditions of this Agreement.

Plaintiff acknowledges that he is represented by an attorney and has consulted with his attorney prior to executing this Agreement.

Plaintiff acknowledges that Plaintiff was informed that Plaintiff had at least twentyone (21) days in which to review and consider this Agreement and to consult with an attorney regarding the terms and effect of this Agreement.

Plaintiff and Defendant agree that any changes to this Agreement, material or otherwise, do not re-start the running of the original 21-day period.

- 14. Revocation. Plaintiff may revoke this Agreement within seven (7) days from the date Plaintiff signs this Agreement, in which case this Agreement shall be null and void and of no force or effect on either Defendant or Plaintiff. Any revocation must be in writing and received by Defendants before the end of the seventh day after this Agreement is executed by Plaintiff. Such revocation must be sent to the undersigned on behalf of Defendants.
- 15. Choice of Law and Jurisdiction. This Agreement may not be changed or altered, except by a writing signed by Defendant and Plaintiff. This Agreement is entered into in the State of New York, and the laws of the State of New York will apply to any dispute concerning it, without regard to the conflict-of-law principles thereof. Furthermore, any action regarding this Agreement or its enforcement shall be subject to the exclusive jurisdiction of the courts of Nassau County, New York. Finally, to the extent permissible under applicable law, Plaintiff hereby agrees to waive Plaintiff's right to a jury trial in connection with any claim Plaintiff may have against Defendant.
- 16. Notices. All notices and correspondence to Plaintiff and/or Defendant concerning this Agreement shall be sent to counsel, whose names and addresses appear below:

To: Plaintiff:

Dustin A. Levine, Esq.

Acampora & Levine Attorneys at Law. 1615 Merrick Road, Merrick, NY 11566

Dustin@aclevlaw.com

To DEFENDANT/ RELEASEES:

Nicholas P. Chrysanthem, Esq.,

Marshall Dennehey, P.C. 88 Pine Street, 21st Floor, New York, NY 10005

npchrysanthem@mdwcg.com

- 17. Counterparts. This Agreement may be executed in counterparts and electronic signatures (e.g. DocuSign, .pdf), each of which shall serve as an original as against any party who signed it and all of which taken together shall constitute one and the same documents. A copy of the party's signature on this Agreement shall be acceptable in any action against that party to enforce this Agreement. A facsimile or email copy of this Agreement will have the same force and effect as the original.
- 18. Miscellaneous. This Agreement is binding on, and shall inure to the benefit of, the Parties hereto and their heirs, representatives, transferees, principals, estates, executors, administrators, predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, directors and employees.

This Agreement is deemed to have been jointly prepared by the Parties, and any uncertainty or ambiguity existing in it shall not be interpreted against any Party as the primary drafter of the Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its meaning and not strictly for or against any of the Parties.

PLAINTIFF EXPRESSLY ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT PLAINTIFF HAS READ THIS AGREEMENT CAREFULLY; THAT PLAINTIFF FULLY UNDERSTANDS THE TERMS, CONDITIONS AND SIGNIFICANCE OF THIS AGREEMENT; THAT PLAINTIFF HAS HAD A FULL OPPORTUNITY TO REVIEW THIS AGREEMENT WITH AN ATTORNEY; THAT PLAINTIFF UNDERSTANDS THAT THIS—AGREEMENT HAS BINDING LEGAL EFFECT; AND THAT PLAINTIFF HAS EXECUTED THIS AGREEMENT FREELY, KNOWINGLY AND VOLUNTARILY.

PLEASE	READ	CAREFULLY.	THIS	AGREEMENT	HAS	IMPORTANT	LEGAL
CONSEQ	UENCES.					~	
Date:	2/2	1/24	,	Brandon Garcia		8	AMAZONIA - T
.				AMITYVILLE PU	BLIC I	LIBRARY	
Date:			By:	Name:			····
				Title:			
				11116.			

EXHIBIT A CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Confidentiality Agreement") is made and entered into by and between Plaintiff ("Plaintiff") and Defendant ("Defendant") (collectively, the "Parties" and individually a "Party").

As the Plaintiff wishes to keep his settlement of this matter confidential, the Parties agree that the existence of, and details regarding all disputes and disagreements the Parties may have and the existence and terms and conditions of the Parties' Settlement Agreement and General Release (including the consideration offered in connection with it) (the "Settlement Agreement") are strictly confidential and shall not be disclosed, discussed, or revealed to any other persons, entities, or organizations. This includes, but is not limited to, any disclosure by the Parties to any reporter, author, producer or similar person or entity, or any action by the Parties likely to result in such information being made available to the general public in any form, whether true or fictionalized, including without limitation, in books, articles or writings of any kind, as well as in film, theatre, videotape, television, or other broadcasts, audio tape, electronic/internet format, social media or any other medium.

Notwithstanding the foregoing, the Parties may disclose the above-referenced information to their legal representatives, to their immediate family, or for purposes of enforcing the Settlement Agreement should that ever be necessary, and further they may disclose the financial aspects of the Settlement Agreement to their financial representatives or accountants, as necessary to provide services, provided that all such private parties to whom disclosure is permitted are informed of this Confidentiality Agreement and agree to be bound thereby. The Parties acknowledge and agree that any disclosure by such private parties shall be deemed a disclosure by the Party for all purposes of this Agreement.

Plaintiff acknowledges and agrees that this confidentiality agreement is a material term of the Settlement Agreement and constitutes consideration of the Settlement Agreement. Plaintiff acknowledges that he is represented by an attorney and that he has consulted with her attorney prior to signing the Settlement Agreement and General release and this Confidentiality Agreement.

Plaintiff agrees and acknowledges that this Confidentiality Agreement and the confidentiality provisions contained herein is her preference. Plaintiff acknowledges that he was provided twenty-one (21) calendar days to consider this Confidentiality Agreement before agreeing to it. Plaintiff also acknowledges that he is being provided seven (7) calendar days from the date of her signature to revoke acceptance of this Confidentiality Agreement, in which case this Confidentiality Agreement and the Settlement Agreement shall be unenforceable, null and void. Plaintiff also acknowledges and agrees that if he executes and does not revoke the Confidentiality Agreement during the seven-day revocation period, the Confidentiality Agreement shall be incorporated into the Settlement Agreement and the Settlement Agreement will take effect on the eighth (8th) day after the date he signs below (the "Effective Date"). Plaintiff agrees to sign the Confidentiality Agreement and the Settlement Agreement on the same day, but not before expiration of the twenty-one (21) day consideration period referred to above. Signatures on following page.

Date:	2/21/24		Brandon Garcia
			AMITYVILLE PUBLIC LIBRARY
Date: _		By:	Name:
			Title:

