



Regular Meeting  
Plattsburgh Public Library  
Board of Trustees  
Tuesday, March 22, 2022  
4:30 p.m.  
Agenda

- I. Call to Order
- II. Public Forum
- III. \*Approval of Minutes
- IV. Director's Report
- V. Committee Reports
  - A. Finance and Facilities
    - 1. \*Approval of Budget Adjustment
    - 2. \*Approval of Bills
- VI. Old Business
  - A. Oath of Office
  - B. Roof Replacement Project
- VII. New Business
- VIII. Next Meeting – April 26<sup>th</sup>
- IX. \* Adjournment

*\* Asterisks are items for board action*

**Plattsburgh Public Library**  
**Board of Trustees**  
Regular Meeting Minutes  
February 22, 2022

**Call to Order:**

The meeting was called to order at 4:33 pm by President Shirley O'Connell

**Trustees Present:**

Shirley O'Connell, President; Jennifer Creedon, Vice President; Elizabeth Baker, Secretary; David Monette, and Elaine Ostry

**Trustee Absent:**

Jacob Avery

**Representatives & Staff Present:**

Anne de la Chapelle, Plattsburgh Public Library (PPL) Director; Jamie Parrotte, Administrative Assistant; Sherry Silcio, AFSCME Representative; and Jennifer Tallon, City of Plattsburgh Liaison

**Public Forum:**

No one addressed the Board.

**Approval of Minutes:**

On a motion by Jennifer Creedon, seconded by Elizabeth Baker, to accept the Regular Meeting Minutes of January 25, 2022, were unanimously carried and passed.

**Director's Report:**

Director de la Chapelle reported the following in addition to her written report:

- AARP Tax Help: Because the Senior Center is not offering in person appointments, the Library is one of two locations handing out packets for people filing through the Senior Center's AARP program. The American Legion Hall on the Quarry Road is the other location. Seniors are advised to pick up a packet at the Reference Desk, make an appointment, drop off their information at the Senior Center, and then they'll receive help over the phone.
- Roof Replacement Project: Excited to move ahead with the project and it is invaluable to have AEDA, P.C. manage the project.

**Finance and Facilities:**

Approval of Budget Adjustment:

On a motion by Elizabeth Baker, seconded by Elaine Ostry, to approve the following budget adjustment, was unanimously carried and passed:

Increase:	Library Capital Outlay	7410000-3000 by	<u>\$2,108.47</u>
Increase:	Library Appropriated Fund Balance:	7-0599 by	<u>\$2,108.47</u>

Approval of Bills:

On a motion by Jennifer Creedon, seconded by Elizabeth Baker, to accept the abstract of bills – claims #2030-2054, in the amount of \$19,684.77, were unanimously carried and passed.

Discussion followed regarding the coffee bar and it was decided to advertise for a vendor to operate a coffee bar under a license agreement with the Library.

Resolution to Pay Bills:

On a motion by Elaine Ostry, seconded by David Monette, to approve operation payments to the City of Plattsburgh for Electricity, Water, Sewer, and Refuse; NYSEG (Gas), FirstLight Fiber (Telephone), K&S 104, Inc. (Managed IT), SymQuest (Managed IT & Copier Lease), and Pitney Bowes (Postage Meter). Payments in excess of 50% of the previous period's payment will still require Board approval, were unanimously carried and passed.

**Old Business:**

No old business was discussed.

**New Business:**

Election of Officers:

On a motion by Jennifer Creedon, seconded by David Monette, to accept the Slate of Officers for 2022, were unanimously carried and passed:

President: Shirley O'Connell  
Vice President: Jennifer Creedon  
Secretary: Elizabeth Baker  
Treasurer: Richard Marks, City Chamberlain (ex-officio member of the Board)

Oath of Office:

Jamie administered the Oath of Office to the Board.

Conflict of Interest Questionnaire:

Jamie collected Conflict of Interest questionnaires from the Board.

Approval of 2021 Annual Report:

Director de la Chapelle briefly discussed the annual report and asked for approval.

On a motion by Elizabeth Baker, seconded by David Monette, to accept the 2021 Annual Report for Public and Association Libraries as presented, was unanimously carried and passed.

**Next Meeting:**

The next meeting will be held March 22, 2022 at 4:30 pm in the Smart Room of the Plattsburgh Public Library.

**Adjournment:**

On a motion by Jennifer Creedon, seconded by Elizabeth Baker, unanimously carried and passed, the Board moved to adjourn at 4:44 pm.

**LIST OF MOTIONS**

**Approval of Minutes:**

On a motion by Jennifer Creedon, seconded by Elizabeth Baker, to accept the Regular Meeting Minutes of January 25, 2022, were unanimously carried and passed.

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**Adjournment:**

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## Director's Report March 22, 2022

Plans for the roof replacement are in place. They are scheduled to begin work April 7<sup>th</sup>. I have attached a detailed description of the work for everyone's information\*. We have received the invoice for the materials they have stored and ready to use on the project. It has been approved by AEDA for payment.

We ran the Public Notice in the Press Republican for someone to operate the coffee bar. Proposals are due Monday, March 21<sup>st</sup> \*.

We have received three quotes for the new camera surveillance system. One is in the cloud while the others use a hard drive. They are included in your packet for your review\*.

Nick Boolukas starts as our new Page on Friday, March 18<sup>th</sup>. He is a long time library user, and recently retired from CVPH.

The next construction cycle proposals are due to CEFLS by the first week in June. I am collecting bids for the front brickwork, and repairs to interior surfaces, ceilings in particular, that have been damaged by the roof leaks over the years. Other ideas are welcome.

Tax forms are here, and have been in great demand.

The City middle schoolers are in full force with up to 25 coming in after school each day. They are well behaved for the most part, but an active group. We have been letting them visit the Children's room as well as the Teen Room. Sarah also leads a *Thursday Club* in the Auditorium which they seem to enjoy.

\* Included in packet for your review

Submitted by: Anne de la Chapelle, Library Director

Roofing replacement updates:

Work will begin April 7<sup>th</sup> (weather permitting). Prior to that the contractor (Monahan and Loughlin aka. Greenwood Industries) will be posting a 10 Day Asbestos Notice and mobilizing resources on the property. They will not enter the building. They will have a porta potty outside. At times they will be wearing hazmat suits due to the asbestos in the current insulation panels. They are responsible for protecting the grounds, including our NEW driveway.

In order to move the project as quickly as possible, we will have to park in the Arnie Pavone Memorial parking lot. They will use two of the three lanes of traffic on the west side of our building. A debris trailer will be placed next to the grass at the end of our drive near Brinkerhoff. Materials will be stored along the fence (some are fire risks), and the center lane will remain open for CEF to access their parking areas. A lift with a dumpster will be placed next to the building on the grass area while protecting the memorial tree that is there,

They are hoping to keep all materials on site, but have permission to use the North West section of the Arnie Pavone Memorial parking lot as needed.

They will move through the project in sections. They will remove old roofing in the morning and lay the new roofing that afternoon. KAS has been hired to monitor the air for asbestos throughout the project. KAS is local, and will be called to test the air as each section of the roof is removed. They will require a 25 foot abatement zone which will require the sidewalks and parking to be closed as that edge of the roof is removed. They will work with Public Works to block these areas.

The removal should take about 3 weeks, and the substantial completion date is April 28<sup>th</sup>. The end of May is the closeout date.

I know this is a lot of information, but I want everyone to feel informed throughout the project.

## Public Notice

In accordance with Section 241-2 of the City Code, notice is hereby given that the Plattsburgh Public Library is seeking vendors to operate a Coffee Bar inside the library under a license agreement with the Library.

We are seeking qualified vendors (bakery and coffee providers) to work with the Library to provide these services with a one year license to operate the space as a library provided concession. The license will be renewable for two consecutive terms according to the License Agreement. The proposed space will be approximately 15'6" in overall length x 5'6" overall depth. The working surface of the coffee bar will start 60" from the back brick wall. Operating equipment not included.

As minimum, qualified vendors must have experience in successfully operating businesses engaged in similar uses, a Clinton County Health Department license, insurance, business licenses and other required items prior to final selection and award of a license.

Qualified and interested vendors must contact the Library via email or in writing not later than March 21, 2022 with a proposal for the operation of the Coffee Bar including relevant experience. Correspondence must be received, not post marked, by the specified date.

Proposals, or request for further information, should be submitted to Jamie Parrotte at [parrottej@cityofplattsburgh-ny.gov](mailto:parrottej@cityofplattsburgh-ny.gov) or write to PPL 19 Oak Street Plattsburgh NY 12901, attn. Jamie Parrotte.

**Chimera Integrations**  
NYS License # 12000058478  
[www.chimeraintegrations.com](http://www.chimeraintegrations.com)

373 State Route 3, suite 5  
Plattsburgh NY 12901  
(518)563-4084



# CHIMERA

INTEGRATED SECURITY

Dear: Anne

**Scope of work:**

Chimera Integrations will install the following camera system. (15) of the camera locations have wire that has been pre-run and terminated by Primelink. Chimera is not responsible for the condition of those wires. (4) new wire runs will be made and terminated by Chimera Integrations. This installation includes the first 12 months of software access.

1. (15) Eagle Eye Dome 4 megapixel IP cameras IR, IP66 2.8mm lens
2. (4) Eagle Eye Camera DF03 Fisheye 360 view 12 megapixel IP66 IP cameras
3. (1) Eagle Eye CMVR 420 Cloud managed network recorder
4. (1) Eagle 24 Port managed POE+ switch
5. (1) Misc conduit, wire connectors etc
6. (32) Lead Prevailing Wage Labor

**Total: \$11,978.00**

*Monthly charge billed yearly: \$90.00  
Plus applicable tax*

**EXCEPTIONS and CLARIFICATIONS**

This Proposal and all accompanying materials, and the information, designs, concepts and ideas represented herein, are the exclusive and confidential intellectual property of Chimera Integration, LLC and may not be disclosed, disseminated, reproduced or copied in any manner without the express written authorization of Chimera Integration, LLC. These are then presented to the Client with the understanding that the Client shall retain this information in strict confidence to be treated accordingly. The proposal and all associated materials, drawings and documents must be returned promptly upon demand.

**Design Proposals are valid for 30 days. Substituted items will be of equal or greater value and will meet or exceed original parts specifications.**



Chimera Integration, LLC provides this design "as-is" and should any project document or site abnormalities exist, we will advise the Client regarding the details and recommended, or necessary design cost adjustments.

**Chimera Integration, LLC will be entitled to equitable adjustment and to bill separately for documented hours, and/or appropriate expenses, when Chimera Integration, LLC is unable to perform work due to delays caused by others.**

Chimera Integration, LLC Project Schedule Planning and duration assumes installation commencement is dependent upon manufacturer product delivery, site preparation, Client's Authorization-to-Proceed documentation, Client availability, and current schedule conditions.

The Client and Chimera Integration, LLC agree no other work stated outside the attached Scope of Work, whether expressed or implied, will be valid unless in writing and approved by both parties.

**All work performed under this agreement shall be performed during normal business hours (8am to 4:30pm Monday - Friday, excluding holidays) unless otherwise specified in this proposal.**

Notwithstanding any provision in this Agreement to the contrary, neither party shall be liable to the other for any delay in performance under the terms of this Agreement by reason of force majeure, including, by way of example only, but expressly not limited to acts of terrorism, war, strike, riot, crime or act of God (e.g., inclement weather, hurricane, tornado, flooding, earthquake, severe snowstorms and the like), labor shortages, strikes, unavailability of parts or materials and other reasons beyond a party's control.

#### **TERMS and CONDITIONS**

**Hard Copy Purchase Order – A valid purchase order document must be provided if required by Client's organization for remittance of vendor payments. Purchase order documents will be accepted by Mail or E-mail.**

**Sales Tax - Applicable Sales Tax is additional and shall remain due unless a valid Tax Exempt document is provided with the purchase order. All pricing is exclusive of permits, fees, and governmental charges unless otherwise noted.**

**Payment Terms - 50% down payment is due with order. Remaining balance will be progress billed for Equipment delivered and Labor expended. All progress invoices are due Net 30.  
Accepted Payment Method - Check, Visa, MasterCard or American Express**

**Freight - F.O.B. Destination, Freight Prepaid and Charged Back**

**Warranty - Chimera Integrations, LLC certifies all equipment furnished by Chimera Integrations, LLC shall carry the manufacturer's warranty on parts from the date of purchase; and further guarantees to furnish labor and qualified service personnel during normal business hours (8am to 4:30pm Monday - Friday, excluding holidays) to the installation site for a period of one year from the date of installation to repair or replace defective items installed by Chimera Integrations, LLC exclusively.**

**Statement of Limited Liability** - Chimera Integration, LLC warrants to the Client that the Materials, Analysis, and Services to be delivered or rendered hereunder, will be of the kind and quality designated and will be noted in the attached project Scope of Work, Project Detail, and Exceptions and Clarifications as an accepted exhibit and executed by both Client and Chimera Integration, LLC. Chimera Integration, LLC makes no other warranties, whether written, oral, or implied, including without limitation, warranty of fitness for a particular purpose or merchantability. In no event shall Chimera Integration, LLC be liable for special or consequential damages, including but not limited to, loss of profits, revenue, data, or use by Client or any third party, regardless of whether a claim or action is asserted in contract or tort, whether or not the possibility of such damages has been disclosed to Chimera Integration, LLC in advance or could have been reasonably foreseen by Chimera Integration, LLC and in effect this limitation of damages is held unenforceable, then the parties agree that by reason of the difficulty in foreseeing possible damages all liability to Chimera Integration, LLC shall be limited to \$1,500.00 as liquidated damages.

SUBJECT TO TERMS AND CONDITIONS OF THIS AGREEMENT THE CLIENT ACKNOWLEDGES HAVING READ THIS AGREEMENT AND UNDERSTANDING ALL PARAGRAPHS ARE PART THEREOF AND AGREES THERETO.

QUOTE NUMBER: **COPPL031722JS**

DATE SUBMITTED: **03/17/22**

BY: **Justin Stearns**

ACCEPTED DATE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**NCC Systems**

Phone: (315) 788-9128  
 Fax: (315) 788-4728  
 25646 NYS Route 3  
 Watertown, NY 13601

**Quote**

No.: **17933**  
 Date: **8/5/2021**

Prepared for:  
 Anne De La Chapelle  
 Plattsburgh Public Library  
 19 Oak Street  
 Plattsburgh, NY 12901 USA

Prepared by: Justin Avadikian  
 Account No.: 23272  
 Phone: 1-518-563-0921  
 Fax: 1-518-563-7539  
 Job: New IP Surveillance Systems (NDAA Compliant)

Quantity	Description	Total
2	16-Channel NDAA Compliant 4K PoE NVR w/2 SATA HDD	\$793.00
2	4 TB Surveillance Hard Drive	\$299.00
5	4MP Bullet Camera, 2.8mm Fixed Lens, Mic	\$624.00
5	Junction Box for IPC212X Series	\$100.00
10	4MP Dome Camera, 2.8mm Fixed Lens	\$1,196.00
17	Junction Box for Dome Camera	\$306.00
7	FullHD 1080p (2MP), Vandal Dome, 2.8mm Fixed Lens, LightHunter	\$809.90
1,500	Cat6 Yellow 4P 23G SLD CAT 6 PVC	\$335.10
45	CAT6 Male Crimp Connector	\$54.00
1.00	Misc. Installation Hardware	\$403.00
1.00	Cable Installation <i>(Total installation)</i>	\$5,880.00

**Your Price: \$10,800.00**

NCC Systems is now a "Certified Service-Disabled Veteran Owned Small Business!"

**Total: \$10,800.00**

Prices are firm until 8/19/2021 Terms: Due Upon Receipt

**Prepared by:** Justin Avadikian, justin33@nccsystems.com

**Date:** 8/5/2021

NCC Systems Inc. to provide and install (5) Exterior Bullet Camera's, (17) Interior Dome Camera's, (7) New Cable Runs and NVR in the IT Closet. Price includes all parts, labor, freight, misc. install hardware, programming, testing and warranty. **To begin your order, please sign and date the bottom of the proposal and provide 50% down. Final payment is due upon receipt. Thank you.**

**Optional Service Contract Price: \$1,400 Includes all parts and labor after 180 days. (Please circle and initial if agreed upon)**

**Due to the COVID-19 pandemic, NCC Systems may experience delays in product availability, shipments and installations. We appreciate your patience during this time and our service department will keep you updated with any changes. Thank you.**

Customer Responsibilities: Provide 110VAC power requirements at all head-end and applicable field device locations. Customer is also responsible for providing all required connectivity to their network that includes an open port on the local switch router and IP addresses. NCC Systems is not responsible for any service outage connected to our system for example, power, phone lines and internet.

Hours of Work and Site Access: This proposal is based upon the assumption that all work will be performed during normal

**NCC Systems**

Phone: (315) 788-9128  
Fax: (315) 788-4728  
25646 NYS Route 3  
Watertown, NY 13601

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Prepared for:  
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19 Oak Street  
Plattsburgh, NY 12901 USA

Prepared by: Justin Avadikian  
Account No.: 23272  
Phone: 1-518-563-0921  
Fax: 1-518-563-7539  
Job: New IP Surveillance Systems (NDAA Compliant)

business hours, 7:30 am 4:00 pm Monday Friday. Requirements for work outside of these hours may result in a change order for the additional fees.

Site Conditions: During the initial site survey, all attempts were made to verify the field construction with regards to building walls, ceilings, access points, hazardous materials, wire routing, and power. If any conditions vary from the proposed conditions affecting labor, materials, or equipment, a field change order may be prepared and delivered to the customer for discussion and approval.

Customer Training: NCC Systems will provide end-user training for all our installations. Basic training includes an operational overview for up to 3 individuals and will be performed in one continuous session, not to exceed 2 hours.

If you have any questions or concerns, please do not hesitate to contact us at any time. Thank you again for the opportunity to provide pricing for this project. Please visit us at [www.nccsystems.com](http://www.nccsystems.com) to review our complete product line and services.

**Accepted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Disclaimer**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be done only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workers' Compensation.

Late Payment Fee: Payments received after the due date are subject to 1.5% per month late fee.



# Mahoney Notify-Plus Inc.

P.O. Box 767 Glens Falls, NY 12801

Phone: 518-793-7788 Fax: 518-793-0602

www.mahoneyalarms.com

PLATTSBURGH PUBLIC LIBRARY  
19 OAK STREET  
PLATTSBURGH, NY 12901

ATTN: ANNE DE LA CHAPPELLE  
PHONE: (518) 536-7442  
delachappellea@cityofplattsburgh-ny.gov

## INSTALLATION OF A CCTV SYSTEM TO INCLUDE THE FOLLOWING EQUIPMENT:

- 1-IP04-06T-DTA EXAQVISION A-SERIES HYBRID/IP NETWORK VIDEO RECORDER
  - INCLUDES 4 IP LICENSES, PROFESSIONAL SERVER, CLIENT SOFTWARE
  - 3 YEAR SOFTWARE UPGRADE & HARDWARE WARRANTY
- 12-EVIP-01 EXACQ TECHNOLOGIES PROFESSIONAL IP CAMERA LICENSES
- 1-N55CT DAHUA TECHNOLOGY 5MP PANORAMIC NETWORK FISHEYE CAMERA
  - CAMERA 1 – INTERIOR – VIEW OF COMPUTER LAB/STAIRS/ELEVATOR
- 14-N53AJ52 DAHUA TECHNOLOGY 5 MP STARLIGHT TURRET CAMERAS
  - CAMERA 2 – INTERIOR – VIEW OF REFERENCE ROOM FROM STAFF OFFICE WALL
  - CAMERA 3 – INTERIOR – VIEW OF REFERENCE ROOM FROM YOUNG ADULT SIDE
  - CAMERA 4 – INTERIOR – VIEW OF YOUNG ADULT ROOM
  - CAMERA 5 – INTERIOR – VIEW OF STAFF BATHROOM HALL
  - CAMERA 6 – INTERIOR – VIEW OF STAFF WORK ROOM
  - CAMERA 7 – INTERIOR – VIEW OF LOWER LEVEL ELEVATOR/STAIRS/RESTROOM
  - CAMERA 8 – INTERIOR – VIEW OF 2<sup>ND</sup> FLOOR ELEVATOR LOBBY
  - CAMERA 9 – INTERIOR – VIEW OF PIANO ROOM
  - CAMERA 10 – INTERIOR – VIEW OF MAIN ROOM/AUDITORIUM
  - CAMERA 11 – INTERIOR – VIEW OF MAIN ROOM/AUDITORIUM
  - CAMERA 12 – INTERIOR – VIEW OF MAKER SPACE
  - CAMERA 13 – INTERIOR – VIEW OF MAKER SPACE
  - CAMERA 14 – INTERIOR – VIEW OF MAKER SPACE OFFICE
  - CAMERA 15 – INTERIOR – VIEW OF SIDE EXIT STAIR/RESTROOM HALLWAY
- 1-N53AJ52 DAHUA TECHNOLOGY 5 MP STARLIGHT TURRET CAMERA
  - CAMERA 16 – INTERIOR – VIEW OF MAIN DESK/ENTRY AREA
- 2-24 PORT POE SWITCHES WITH 12 POE PORTS PER SWITCH
- 1-PFB203W DAHUA TECHNOLOGY CAMERA MOUNT FOR NETWORK FISHEYE CAMERA
- 15-PFA1230E DAHUA TECHNOLOGY CAMERA MOUNTING BOXES FOR TURRET EYEBALL CAMERAS
- 1-22" LED MONITOR VGA/HDMI (0E-22VGHDMI2)
- 1-RM1500MS APC 1500VA UPS
  - SMALL PARTS, WIRE, & MISCELLANEOUS

**PURCHASED & INSTALLED FOR \$20,225.00**

**\*CUSTOMER HAS PROVIDED WIRE (CAT5E) FOR CAMERA LOCATIONS 1-15. CUSTOMER IS RESPONSIBLE FOR ANY ADDITIONAL LABOR HOURS REQUIRED DUE TO WIRING INSTALLATION COMPLETED BY PARTIES OTHER THAN MAHONEY NOTIFY-PLUS INC.**

## OPTIONAL – EXTERIOR CAMERAS:

- 3-N84CB34 DAHUA TECHNOLOGY PRO SERIES 8 MP NETWORK MINI BULLET CAMERAS
  - CAMERA 17 – EXTERIOR – VIEW OF MAIN ENTRY
  - CAMERA 18 – EXTERIOR – VIEW OF STAFF ENTRY
  - CAMERA 19 – EXTERIOR – VIEW OF SIDE/ALLEY ENTRY TOWARDS OAK STREET
- 3-PFA121 DAHUA TECHNOLOGY CAMERA MOUNTING BOXES FOR BULLET CAMERAS
- 3-EVIP-01 EXACQ TECHNOLOGY PROFESSIONAL IP CAMERA LICENSES
  - SMALL PARTS, WIRE, & MISCELLANEOUS

**PURCHASED & INSTALLED FOR \$ 8,105.00**



**Mahoney Notify-Plus Inc.**

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ATTN: ANNE DE LA CHAPPELLE  
PHONE: (518) 536-7442  
delachappellea@cityofplattsburgh-ny.gov

**\*\*THIS QUOTATION DOES NOT INCLUDE SALES TAX IF APPLICABLE. THIS PROPOSAL INCLUDES OUR EXTENDED ONE YEAR PARTS AND LABOR WARRANTY.**

**CUSTOMER WILL PROVIDE DEDICATED OUTLET FOR ALARM SYSTEM. OWNER IS RESPONSIBLE FOR NOTIFICATION OF PLENUM CEILING**

**IN THE EVENT ZONE MODULES OR WIRELESS INTERFACES ARE REQUIRED FOR THE OPERATION OF THE SYSTEM AS PROPOSED, THESE DEVICES WILL BE INVOICED AT AN ADDITIONAL FEE. ANY ALTERATIONS OR ADDITIONS MADE TO THE ABOVE QUOTED SYSTEM WILL BE INVOICED AT AN ADDITIONAL FEE.**

**25% DOWN PAYMENT IS REQUIRED UPON ACCEPTANCE OF THIS PROPOSAL, PROGRESS INVOICING UPON COMPLETION OF PRE-WIRING AND THE BALANCE UPON COMPLETION. PAYMENT TERMS ARE NET 30 DAYS FROM INVOICE DATE. A MONTHLY FINANCE CHARGE WILL BE ASSESSED TO ALL AMOUNTS THAT REMAIN AFTER 30 DAYS FROM INVOICE DATE.**

**ACCOMPANYING TERMS AND CONDITIONS ARE MADE A PART OF THIS QUOTATION.**

**AGREED AND ACCEPTED: \_\_\_\_\_ DATE \_\_\_\_\_**  
PROPOSAL DATED 9/9/21

**BY JAKE MCLAUGHLIN, SALES CONSULTANT  
MAHONEY NOTIFY-PLUS INC.**



**Mahoney Notify-Plus Inc.**  
P.O. Box 767 Glens Falls, NY 12801  
Phone: 518-793-7788 Fax: 518-793-0602  
www.mahoneyalarms.com

**TERMS AND CONDITIONS**

The Alarm Company assumes no liability for interruption of service due to strikes, riots, floods, fires, interruptions in telephone service, acts of God, or any causes beyond the control of the Alarm Company, and the Alarm Company is not required to supply service to the Subscriber while such interruptions.

The Subscriber will provide access to the premises to the Alarm Company, its agents and employees for service and will obtain for the Alarm Company permission as may be required from the landlord or others to carry out this Agreement. The Alarm Company will have the right to install transmitting and receiving equipment in the telephone or mechanical equipment room and on the roof or top of the Subscriber's Buildings or structure. The Subscriber agrees to furnish any necessary continuous electrical current and outlets at the Subscriber's expense for the Alarm Company equipment. The Subscriber understands that the installation will necessitate drilling and cutting into various parts of Subscriber's premises and gives Alarm Company permission to do so. The Subscriber also agrees to allow surface wiring as needed.

The Alarm Company does agree, in accordance with the repair services chosen by the Subscriber as checked, to repair the Alarm System during the term of this Agreement. The Subscriber agrees to carefully and properly test the Alarm System, including testing an ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to each closed period and shall immediately report to the Alarm Company any problem with the System. The Alarm Company shall make any necessary repairs as soon after receipt of notice as is reasonably practical. The Subscriber shall at all times be solely responsible for the maintenance of the sprinkler system, if any, including providing adequate heat to the building, so that the sprinkler system will at all times be in good working order. The Subscriber agrees that all repair service to the Alarm System caused by improper use of the Alarm System, misuse, abuse, vandalism, lightning, or any other act of God are billable regardless of the repair services chosen by the Subscriber as checked.

The Alarm Company, upon receipt of an alarm signal from the Subscriber's premises, shall make every reasonable effort to notify the police or fire department having jurisdiction, unless there is just cause to assume that an emergency condition does not exist and the Alarm Company shall make a reasonable effort to notify the Subscriber or his designated representative by telephone unless runner service is provided or the Alarm Company has been instructed to do so otherwise by the Subscriber. Should the Subscriber's representative fail to respond within thirty (30) minutes to an alarm with an outside ringer which is causing a disturbance, or an alarm which is constantly transmitting signals to the Central Station overburdening operators Subscriber authorizes Alarm Company, at its discretion, to gain entry to the building with whatever method is required and remedy the malfunction on behalf of the Subscriber. Furthermore, Subscriber agrees to pay the Alarm Company for the service call at the then Current rate, for such call.

The Subscriber hereby agrees that the Alarm Company shall have the right to modify the charges at anytime or times after the expiration of six (6) months from the date of this Agreement upon giving the Subscriber written notice, a minimum of sixty (60) days in advance of the effective date of such change. If the Subscriber is unwilling to pay any such increase and notifies the Alarm Company in writing by certified mail, return receipt requested at least thirty (30) days prior to the effective date of such increase, the Alarm Company shall be permitted, at its sole option, upon written notice by certified mail, return receipt requested to the Subscriber, to terminate this Agreement as if the term had expired or in the alternative will continue the prior rate and will allow this Agreement to remain in full force and effect without further notice. Failure to notify the Alarm Company in writing at least thirty (30) days prior to the effective date of increase will constitute the Subscriber's consent to the increase, and all of the other terms and conditions of this Agreement shall remain in full force and effect.

Upon the Subscriber's failure to pay any sums due the Alarm Company under this Agreement, or upon premature cancellation of service by the Subscriber, the Alarm Company reserves the right to terminate its obligations under this Agreement and remove any of the Alarm Company owned equipment, wiring and apparatus from the Subscriber premises upon written notice to the Subscriber. The Alarm Company will have no obligation to repair or redecorate any portion of the Subscriber's premises due to removal of the Alarm Company's System upon termination. At such time, all charges incurred under the terms of this Agreement, up to the cancellation date, shall immediately become due and payable. In addition, the parties agree that it would be very difficult, if not impossible, to ascertain actual damages for any breach of this Agreement by the Subscriber, and the parties agree that the subscriber shall immediately pay to the Alarm Company, upon any breach, or upon premature cancellation of service by the Subscriber, as and for liquidated damages, the sum of seventy-five percent (75%) of any charges remaining to be paid under the terms and life of this contract. The parties further agree that the Subscriber shall pay all court costs, collection fees and reasonable attorney's fees of thirty-three and one-third percent (33 1/3%) of all monies remaining to be paid under this Agreement, should the Alarm Company have to place this contract in the hands of any attorney for collection.

If the Alarm Company incurs any new or increased charge for the use of telephone or other communication lines or services, or if any new or increased taxes or license fees shall be incurred by the Subscriber may not assign this Agreement unless such assignment shall be consented to in writing by the Alarm Company against, defend and hold the Alarm Company harmless from any action for subrogation which may be brought against the Alarm Company by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees.

The Subscriber will not permit any person or persons, unauthorized by the Alarm Company, to alter, remove, or tamper with any System equipment and will safeguard said equipment against loss and damage during the term of this agreement. The subscriber shall not permit any device, contrivance or apparatus, to be attached to the lines, wires, instruments or equipment at such System, except by the authorized agents of the Alarm Company, without the written permission of the Alarm Company.

The Subscriber authorizes and directs the Alarm Company, or its agent, to use its full discretion in determining or causing the arrest of any person or persons on or around the premises unauthorized by the Subscriber to enter the premises of the Subscriber during the scheduled Closed period and to hold such person or persons until released by the Subscriber or his known representative.

**LIMITATION OF LIABILITY**

It is understood and agreed that the Alarm Company or its agents, assigns, employees, or independent contractors providing portions of the services for the Subscriber (including, but not limited to, signal carriers, telephone companies, municipal agencies, answering service, etc.), all hereinafter referred to as "Others" are not an insurer; that insurance, if any, shall be obtained by the Subscriber; that the payments provided to herein are based solely on the value of the service set forth herein, and are unrelated to the value of the Subscriber's property or the property of others located on the Subscriber's premises; that the Alarm Company and Others make no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the System or service is designed to detect or avert. The Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any which may proximately result from the Alarm Company or Others active or passive negligence, or from a failure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to the Subscriber because of among other things:

- (a) The uncertain amount or value of the Subscriber's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrence which the System or service is designed to detect or avert;
- (b) The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;
- (c) The inability to ascertain what portion of any of any loss which would be proximately caused by the Alarm Company or Others' failure to perform or by failure of its equipment to operate;
- (d) The nature of the service to be performed by the Alarm Company and Others.

The Subscriber understands and agrees that if the Alarm Company or Others should be found liable for personal injury or property loss or damage due from a failure of the Alarm Company or Others to perform any of the obligations herein, including but not limited to installation, repair, service, monitoring or service or the failure of the System or equipment in any respect whatsoever, the Alarm Company or Others liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty (\$250.00) Dollars, whichever is the greater, and this liability shall be exclusive; and that the provision of this Section shall apply to loss or damage, irrespective of cause or origin, results directly or indirectly to persons or persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise of the Alarm Company or Others. No suit or action shall be brought against the Alarm Company more than one (1) year after the accrual of the cause of action therefore.

In the event that the Subscriber wishes the Alarm Company or Others to assume greater liability, the Subscriber may, as matter of right, obtain from the Alarm Company a higher limit by paying an additional amount proportioned to the increase in damages, but such additional obligation shall in no way be interpreted to hold the Alarm Company or Others as insurers. This limitation of liability covers all of the Alarm Company equipment and services at all Subscriber locations.

**INDEMNIFICATION**

When the Subscriber's equipment is the property of others in his custody, or the System extends to protect the other persons or the property of others, the Subscriber agrees to and shall indemnify, save, defend and hold harmless the Alarm Company and Others in and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause, including the Alarm Company or Others performance or failure to perform, and including defects in products design, installation, repair service, monitoring, operation or non-operation of the System, whether based upon negligence, active or passive express or implied contract or warranty, contribution, or indemnification or strict or product liability, on the part of the Alarm Company or Others, but this provision shall not apply to claim, for loss or damage solely and directly caused by an employee of the Alarm Company or Others while on the Subscriber's premises. The Subscriber agrees to indemnify the Alarm Company against, defend and hold the Alarm Company harmless from any action for subrogation which may be brought against the Alarm Company by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees.

All verbal or written communication between the parties which occurred prior to the date of this Agreement are merged into the terms of this Agreement and the entire Agreement of the parties is expressed herein above and no verbal understanding or agreement shall alter, change or modify the terms and provisions of this Agreement. The Subscriber is not relying on any advice or advertisement of the Alarm Company. In the event that any provision of this Agreement is found to be unenforceable, all other terms shall remain in full force and effect. It is understood and agreed that if there is any conflict between this Agreement and the Subscriber's purchase order or any other document, this Agreement will govern whether such purchase order or other document is executed prior or subsequent to this Agreement. The Alarm Company may assign this Agreement without prior notice or consent of the Subscriber, however, the Subscriber may not assign this Agreement unless such assignment shall be consented to in writing by the Alarm Company.

The parties agree that this contract is executed and becomes in full force and effect only upon an officer of the Alarm Company signing a copy of the Agreement and that the contract is executed in Warren County, New York. The parties further agree that venue shall be proper in Warren County, New York should any portion of this contract have to be legally enforced.

If the Subscriber moves its residence to a new location, then the Subscriber is entitled to alarm service at this new location upon the payment of reasonable costs incurred in transferring the Alarm System to the new location. In addition, the Subscriber agrees to be liable for any increase in monthly charges occasioned by such a move. The remaining terms of the Agreement will remain in full force and effect and the Subscriber will continue to be liable for the remaining period under the terms of this Security Service Agreement.

**PROPERTY INSURANCE AND WAIVER OF SUBROGATION**

Subscriber agrees to obtain insurance to cover its losses to any and all of its property. In the event of any loss, including destruction, theft, damage or other loss, Subscriber shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against Alarm Company. Further, Subscriber agrees that its insurance policy will contain a provision that such waiver of subrogation does not invalidate its coverage.

## Finance Committee Report:

### 1. Approval of Budget Adjustment

The following is a motion to adjust funds from the Capital Reserve fund to the Capital Outlay expense fund to pay for capital expenditures to date:

Increase: Library Capital Outlay	7410000-3000	<u>\$159,932.50</u>
Increase: Library Appropriated Fund Balance	7-0599	\$159,932.50

### 2. Approval of Abstract of Bills

See attached abstract of bills.



Submitted for audit and consideration at a meeting of the  
Plattsburgh Public Library Board of Trustees held March 22, 2022

<i>Claim #</i>	<i>Code</i>	<i>Vendor Name</i>	<i>Object of Expense</i>	<i>To Be Encumbered</i>	<i>Expended</i>	<i>Total</i>
<b>0-2500 Other Equipment</b>						
2055		Amazon	Internal Hard Drives (7)	258.93		<b>258.93</b>
<b>0-3000 Capital Outlay</b>						
2056		Monahan & Loughlin	Total Complete & Stored Materials Thru 02/28/22 - Roof Project (Part of PLCG 2019-20)	159,932.50		<b>159,932.50</b>
<b>0-4330 Technical Materials &amp; Supplies</b>						
2057		Amazon	Misc. YA Book Invoices (2 Titles)	64.62		
2058		Baker & Taylor, Inc.	Misc. Book Invoices - Feb	4,457.95		
2059		BookPage	Subscription Renewal for 2022	648.00		
2060		Kirkus Reviews	Subscription Renewal for 2022	199.00		
2061		Midwest Tape	Misc. DVDs (21) & ADBs (4)	653.75		<b>6,023.32</b>
<b>0-4340 Building &amp; Grounds Supplies</b>						
2062		Commercial Sales	Misc. Janitorial Supplies - Mar	62.38		
2063		NYSEG	Gas Charges - Feb		1,479.97	<b>1,542.35</b>
<b>0-4350 Office Supplies</b>						
2064		Demco	Misc. Processing Supplies - Mar	113.57		
2065		Staples Business	Misc. Office Supplies - Mar	52.09		<b>165.66</b>
<b>0-4411 Electricity</b>						
2066		City of Plattsburgh	Electricity Charges - Feb		1,171.19	<b>1,171.19</b>
<b>0-4412 Water</b>						
2067		City of Plattsburgh	Water Charges - Feb		253.16	<b>253.16</b>
<b>0-4413 Sewer</b>						
2068		City of Plattsburgh	Sewer Charges - Feb		116.26	<b>116.26</b>
<b>0-4414 Telephone</b>						
2069		FirstLight Fiber	Phone Charges - Feb		395.39	
2070		K&S 104, Inc.	Managed IT - Feb		534.54	
2071		SymQuest	Safetynet Managed Plus Google - Feb		2,525.85	<b>3,455.78</b>
<b>0-4430 Contracted Services</b>						
2072		City of Plattsburgh	Refuse Charges - Feb		34.65	
2073		No. Co. Cleaners	Janitorial Services - Mar	1,050.00		<b>1,084.65</b>
<b>0-4431 Printing &amp; Copying</b>						
2074		Konica Minolta	Copier Lease Fee - Mar		239.76	<b>239.76</b>
<b>0-4451 Repairs to Building</b>						
2075		Johnson Controls	Replacement Battery for Alarm	318.19		<b>318.19</b>
<b>0-4470 Postage</b>						
2076		Pitney Bowes	Postage Meter Leasing Charges (12/30/21 - 03/29/22)		189.42	<b>189.42</b>
<b>TOTAL:</b>				<b>\$167,810.98</b>	<b>\$6,940.19</b>	<b>\$174,751.17</b>

**Submitted for audit and consideration at a meeting of the  
Plattsburgh Public Library Board of Trustees held March 22, 2022**

TO: Richard A. Marks, City Chamberlain

You are hereby authorized to pay to the several claimants and vendors above, listed from money properly appropriated and which is hereby certified to be available, therefore, the amounts shown opposite the several names as set forth above, the aggregate of which is for which claim vouchers were audited and approved by the Plattsburgh Public Library Board at which such payments were duly authorized, at the meeting held on

\$174,751.17

3/22/2022

\_\_\_\_\_  
President

Shirley O'Connell

\_\_\_\_\_  
Vice President

Jennifer Creedon