

**PAWLING FREE LIBRARY**  
**Board of Trustees**  
**Minutes of Meeting**  
**February 13, 2020**

**Attendees:** Stephanie McLaughlin, Nick Robertshaw, Susan Stone, Karen Franco, Dennis Munnely, Amy Emke, Heather Fidler, Virginia West, Wanda Rusiecki, and Brian Avery (Director)

**Absent:** Megan Burlington

**Call to order:** Meeting was called to order at 6:45.

**Minutes of Previous Meeting:** Motion to approve by Stephanie & 2<sup>nd</sup> by Susan. All in favor.

**Director's Report:** A copy of the report was provided to all trustees. The following was discussed:

- The draft of the new Library brochure was reviewed.
- The draft of the Annual Report is almost complete. This draft will be submitted to Mid-Hudson on Feb. 14 for their review.
- The revised staff Job Descriptions were discussed and several minor edits were suggested. The performance reviews will be based on these job descriptions.
- Staff Member Handbook. Several updates have been made by the Director. Motion to approve the updated Handbook by Stephanie, 2<sup>nd</sup> by Amy. All in favor.
- Opportunities for Library Advocacy at the State level were discussed.

Move to approve the director's report by Stephanie and 2<sup>nd</sup> by Virginia. All in favor.

**Treasurer's Report:** A copy of the report was provided to all trustees. Move to file.

- Motion by Stephanie to authorize the Treasurer to temporarily transfer up to \$40,000 from the M&T savings account to the Key Bank checking account. The money will be replaced when the annual Library funds are received from the Town. 2<sup>nd</sup> by Susan. All in favor.
- Motion by Stephanie to open a new Enhanced Savings Account at M&T Bank to replace the current Enhanced Savings Account. 2<sup>nd</sup> by Heather. All in favor.

**New Business:**

- a) Business and Grounds Committee Update.
  - Motion by Stephanie to approve the easement allowing NYSEG access to Library property. 2<sup>nd</sup> by Dennis. All in favor.

- The Committee is working on hiring a design firm to help us create an overall plan for the interior furnishings of the Library including the interior of the proposed new Children's Wing.
  - Options for blackout shades for the Annex have been reviewed by Brian and Donald.
- b) Annual Book Sale. The paperwork for reserving the Lakeside Park venue has been submitted. Dates reserved are: Thursday May 28 through Monday June 8. Fees will be the same as in 2019.
- c) 2021 Celebration. A proposed logo design for the Centennial was presented to the Board by Chris Shaw of the Centennial Committee.
- d) Personnel Committee Update.
- The Library under Brian's management received a good HR rating based on the HR Audit which has recently been completed.
  - The Personnel Committee will discuss an issue related to exit interviews at their next meeting.
- e) Committee Assignments were finalized.
- f) A contribution to the American Cancer Society will be made in honor of long-time staff member Lyn Lavallee who recently passed away.
- g) Executive Session. Motion to enter Executive Session by Stephanie. 2<sup>nd</sup> by Susan. All in favor. Motion to exit Executive Session by Stephanie. 2<sup>nd</sup> by Susan. All in favor.

Motion to adjourn by Karen, 2<sup>nd</sup> by Stephanie. Meeting adjourned at 8:15.

Respectfully submitted by: Karen Franco, Secretary

**Next Meeting: March 12, 2020 @ 6:45 p.m.**

# EASEMENT

THIS INSTRUMENT WITNESSETH THAT PAWLING FREE LIBRARY

hereinafter called the Grantor(s), being the owner(s) of or having an interest in land situate in the VILLAGE of PAWLING, County of DUTCHESS, State of New York, fronting on the street or highway known as OAK STREET, bounded WESTERLY by lands of OAK STREET and NORTHERLY by lands of ELM STREET

, for and in consideration of the sum of One and No/100 Dollars (\$1.00), the receipt of which is hereby acknowledged, does hereby grant and release unto NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having an office at 18 Link Drive in the Town of Kirkwood, County of Broome, State of New York, hereinafter called the Grantee, its lessees, licensees, successors and assigns forever, a permanent easement and right of way, with the right, privilege and authority to construct, reconstruct, relocate, extend, operate, inspect, maintain, repair, replace, and at its pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, braces, communications facilities and other fixtures and appurtenances which the Grantee shall require now and from time to time for the transmission and/or distribution of electric current and/or for communication purposes, for public or private use, in, upon, over, under, and across said land and/or the highways abutting or running through said land.

The easement and right of way hereby granted and released is -30- feet in width throughout its extent, situate, lying and being as follows:

THE CENTERLINE OF SAID EASEMENT AND RIGHT OF WAY BEGINS AT A POINT (GRANTEE'S POLE 1094A OF LINE 181) LOCATED ON GRANTOR'S NORTHEASTERLY PROPERTY CORNER; THENCE SAID EASEMENT EXTENDS IN A SOUTHWESTERLY DIRECTION A DISTANCE OF ABOUT EIGHTY-THREE (83) FEET TO A POINT (GRANTEE'S NEW POLE 415 OF LINE 181) LOCATED ABOUT TWENTY-EIGHT (28) FEET SOUTH OF GRANTOR'S EXISTING STRUCTURE AND ABOUT TWENTY (20) FEET WESTERLY OF GRANTOR'S EASTERLY PROPERTY LINE; THENCE SAID EASEMENT EXTENDS IN AN EASTERLY DIRECTION A DISTANCE OF ABOUT TWENTY (20) FEET TO GRANTOR'S EASTERLY PROPERTY LINE AND ADDITIONAL LANDS N/F OF GRANTOR. TOGETHER WITH THE RIGHT FOR GUYING FACILITIES AND SERVICE EXTENSIONS LOCATED OUTSIDE STATED EASEMENT WIDTH.

THE GRANTEE, its successors and assigns, are hereby expressly given and granted the right to assign this easement and right of way, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or severally.

TOGETHER with rights for free ingress and egress over the easement and right of way and other lands of the Grantor(s) for all of the above purposes and the right now and from time to time to trim, cut, burn, treat and/or remove by manual, mechanical and chemical means trees, brush, structures and other obstructions within said easement and right of way and such other trees adjacent to the right of way that, in the opinion of the Grantee, may interfere with the construction, operation and maintenance of its line or lines.

PROVIDED, however, that any damage (other than for trimming, cutting, treating, burning and/or removing trees, brush, structures and other obstructions as above provided) to the property of the Grantor(s), caused by the Grantee in the exercise of its rights under this instrument shall be borne by the Grantee.

RESERVING, however, to the Grantor(s) the rights to cultivate the ground between said poles, towers and supporting structures and beneath said wires and fixtures, and the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it now exists, and provided that no structure shall be erected, no trees shall be grown, cultivated or harvested, and no excavating, mining or blasting shall be undertaken within the limits of the easement and right of way without written consent of the Grantee. Grantor(s) in said use of said ground shall maintain a clearance of -10- feet or more from Grantee's aerial wires with vehicles, machinery and equipment.

This Instrument shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Grantor(s) ha \_\_\_\_\_ hereunto set \_\_\_\_\_ hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

IN PRESENCE OF:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ (L.S.)  
Address: Title: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_ (L.S.)  
\_\_\_\_\_  
Address: \_\_\_\_\_ (L.S.)  
\_\_\_\_\_  
Address: \_\_\_\_\_



**EASEMENT**  
**(Personal or Corporate Acknowledgment)**

Line   L181 P415 BROAD ST POLE INSTALL    
Auth.   9800008392   Parcel No.             
Area Cost Center No.   RC2J020410    
Construction W.O. No.   801000270711  

STATE OF NEW YORK        }  
COUNTY OF \_\_\_\_\_ } ss:

On the \_\_\_\_\_ day of \_\_\_\_\_,  
before me, the undersigned, a Notary  
Public in and for said State, personally appeared \_\_\_\_\_

**TO**  
**NEW YORK STATE ELECTRIC**  
**& GAS CORPORATION**

Dated \_\_\_\_\_, \_\_\_\_\_

STATE OF NEW YORK        }  
COUNTY OF \_\_\_\_\_ } ss:

Recorded on the \_\_\_\_\_ day of \_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

in Book \_\_\_\_\_ of Deeds at  
Page \_\_\_\_\_ and examined.

(Clerk)

Consideration on this document  
is less than \$100.00

**(Personal or Corporate Acknowledgment)**

STATE OF NEW YORK        }  
COUNTY OF \_\_\_\_\_ } ss:

On the \_\_\_\_\_ day of \_\_\_\_\_,  
before me, the undersigned, a Notary  
Public in and for said State, personally appeared \_\_\_\_\_

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the Individual(s) or the person\* upon behalf of which the Individual(s) acted, executed the instrument.

Notary Public

**(Subscribing Witness Acknowledgment)**

STATE OF NEW YORK        }  
COUNTY OF \_\_\_\_\_ } ss:

On this \_\_\_\_\_ day of \_\_\_\_\_,  
before me personally came \_\_\_\_\_

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say that \_\_\_\_\_ he reside(s) at \_\_\_\_\_ in the \_\_\_\_\_ that \_\_\_\_\_ he knew \_\_\_\_\_ described in and who executed the foregoing instrument that \_\_\_\_\_ he, said subscribing witness, was present and saw \_\_\_\_\_ execute the same; and that \_\_\_\_\_ said witness, at the same time, subscribed h \_\_\_\_\_ name as witness thereto.

Notary Public

**TAX MAP NUMBER**

Section \_\_\_\_\_ Block \_\_\_\_\_ Lot   988043  

**RETURN TO**  
**PROPERTY MANAGEMENT**

NEW YORK STATE ELECTRIC & GAS CORP.  
POST OFFICE BOX 5224  
BINGHAMTON, NEW YORK 13902-5224

\* "For the purposes of this section, the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust custodians, nominee or any other individual or entity in its own or any representative capacity."

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