

We hereby certify that the vouchers listed on this abstract for this period consisting of these attached pages were audited and allowed in the amounts shown. Authorization is hereby given and direction is made to pay each of the claimants the amount opposite his or her name.

February 26, 2024

Mayor

Trustee

Trustee

Trustee

Trustee

Village of Ballston Spa Abstract of Audited Vouchers from 2/13/2024 to 2/26/2024

<u>Claimant</u>	<u>Invoice Date</u>	<u>Invoice Description</u>	<u>Voucher #</u>	<u>Distribution Acct</u>	<u>Account Description</u>	<u>A/P Owed</u>	<u>Chk #</u>	<u>Chk Date</u>
Voucher Type: Payroll								
Ballston Spa Police Benevolent	2/14/2024	20240214 PR#37 PE 2/10/24 PD 2/14/24	3244	TA.0024.000.000	Association & Union Dues	126.00	0010229	2/14/2024
	2/21/2024	20240221 PR# 38 PE 2/17/24 PD 2/21/24		TA.0024.000.000	Association & Union Dues	126.00	0010232	2/21/2024
Ballston Spa Police Benevolent Total						<u>252.00</u>		
D'Annibale, Angelo	2/21/2024	20240221 PR# 38 PE 2/17/24 PD 2/21/24	3278	TA.0017.000.000	Deferred Compensation	384.83	0010233	2/21/2024
	2/21/2024	20240221 PR# 38 PE 2/17/24 PD 2/21/24		TA.0017.000.000	Deferred Compensation	-384.83	0010233	2/21/2024
D'Annibale, Angelo Total						<u>0.00</u>		
NY State Deferred Comp Plan								
	2/14/2024	20240214 PR#37 PE 2/10/24 PD 2/14/24	3242	TA.0017.000.000	Deferred Compensation	380.12	0010230	2/14/2024
	2/22/2024	20240222 PR#38 PE 2/17/24 PD 2/21/24		TA.0017.000.000	Deferred Compensation	384.83	0010235	2/22/2024
NY State Deferred Comp Plan Total						<u>764.95</u>		
Teamsters Local 294								
	2/14/2024	20240214 PR#37 PE 2/10/24 PD 2/14/24	3243	TA.0024.000.000	Association & Union Dues	136.40	0010231	2/14/2024
	2/21/2024	20240221 PR# 38 PE 2/17/24 PD 2/21/24		TA.0024.000.000	Association & Union Dues	136.40	0010234	2/21/2024
Teamsters Local 294 Total						<u>272.80</u>		
Total for Voucher Type: Payroll						1,289.75		
Voucher Type: Prepaid								
National Grid #01688-15101	2/12/2024	03072024 PD	3297	AA.1621.401.000	Municipal Bldg CE - 30 Bath St Utilities	47.69	0007363	2/22/2024
National Grid #01688-15101 Total						<u>47.69</u>		
Ringsquared Telecom LLC								
	2/05/2024	in180584	3269	AA.1110.402.000	Justices CE - Phone & Internet	94.01	0007364	2/22/2024
	2/05/2024	in180584		AA.7180.402.000	Spec Rec Fac CE - Phone & Internet	460.25	0007364	2/22/2024
	2/05/2024	in180584		AA.1640.402.000	Central Garage CE - Phone & Internet	91.94	0007364	2/22/2024
	2/05/2024	in180584		AA.3120.402.000	Police CE - Phone & Internet	426.94	0007364	2/22/2024

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<u>Claimant</u>	<u>Invoice Date</u>	<u>Invoice Description</u>	<u>Voucher #</u>	<u>Distribution Acct</u>	<u>Account Description</u>	<u>A/P Owed</u>	<u>Chk #</u>	<u>Chk Date</u>
	2/05/2024	in180584		AA.3411.402.000	E.M.L. Fire Dept CE - Phone & Internet	110.65	0007364	2/22/2024
	2/05/2024	in180584		AA.3412.402.000	Union Fire Dept CE - Phone & Internet	124.60	0007364	2/22/2024
	2/05/2024	in180584		AA.3620.402.000	Safety Inspectors CE - Phone & Internet	111.78	0007364	2/22/2024
	2/05/2024	in180584		AA.8340.402.000	Transmission & Distribution - CE - Phone	342.13	0007364	2/22/2024
	2/05/2024	in180584		GG.8120.402.000	Sanitary Sewers CE - Phone & Internet	34.45	0007364	2/22/2024
	2/05/2024	in180584		LL.7410.402.000	Library CE - Phone & Internet	166.31	0007364	2/22/2024
		<u>Ringsquared Telecom LLC Total</u>				<u>1,963.06</u>		
		<u>T-Mobile</u>	3254					
	1/25/2024	968097832 Library Phone		LL.7410.402.000	Library CE - Phone & Internet	28.70	0007365	2/22/2024
		<u>T-Mobile Total</u>				<u>28.70</u>		
		<u>Wells Fargo Vendor Fin Serv</u>	3080					
	1/20/2024	5028343794 Copier- Court		AA.1410.400.000	Village Clerk CE - Contracts	107.35		
		<u>Wells Fargo Vendor Fin Serv Total</u>				<u>107.35</u>		
		Total for Voucher Type: Prepaid				<u>2,146.80</u>		
		<u>Voucher Type: Regular</u>						
		<u>Airgas Usa, LLC</u>	3286					
	1/31/2024	5505184410 Acet/Oxy/CD		AA.1640.405.000	Central Garage CE - Supplies	198.36		
		<u>Airgas Usa, LLC Total</u>				<u>198.36</u>		
		<u>Allerdice Building Supply, Inc</u>	3292					
	2/13/2024	2402-287416 Primer Paint		AA.5110.404.000	Street Administration CE - Repairs & Mai	19.18		
	2/13/2024	2402-287806 Paint Brushes		AA.5110.404.000	Street Administration CE - Repairs & Mai	34.71		
	2/20/2024	2402-292362 Blue Flags		AA.8340.404.000	Transmission & Distribution - CE - Repai	2.40		
		<u>Allerdice Building Supply, Inc Total</u>				<u>56.29</u>		
		<u>Allied Universal Security Svcs</u>	3259					
	2/04/2024	15312643 Court Security Officer		AA.1110.400.000	Justices CE	320.80		
		<u>Allied Universal Security Svcs Total</u>				<u>320.80</u>		

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Amazon Business			3274					
	2/14/2024	1mtycdxp9dd9		AA.1410.405.000	Village Clerk CE - Other	73.76		
	2/14/2024	1mtycdxp9dd9		AA.1110.405.000	Justices - Supplies	39.99		
	2/14/2024	1mtycdxp9dd9		AA.1325.405.000	Treasurer CE -Supplies	13.99		
	2/14/2024	1mtycdxp9dd9		AA.3120.405.000	Police CE - Supplies	20.54		
	2/15/2024	112-0801908-Monitor- Office		AA.1325.405.000	Treasurer CE -Supplies	99.97		
	2/15/2024	13GYJXX6QNY		AA.1410.405.000	Village Clerk CE - Other	31.74		
	2/15/2024	13GYJXX6QNY		AA.3120.405.000	Police CE - Supplies	15.99		
Amazon Business Total						<u>295.98</u>		
Bartlett, Pontiff, Stewart & Rhodes, 3288			3288					
	2/09/2024	1420766 Woods Hollow-Jan		AA.1420.400.000	Attorney CE	712.00		
	2/09/2024	1420767 Jan Invoice		AA.1420.400.000	Attorney CE	5,638.02		
Bartlett, Pontiff, Stewart & Rhodes, P.C. Total						<u>6,350.02</u>		
Capitol District-Saratoga 3283			3283					
	2/05/2024	S5909043.002 Lowell St Furnace-New		AA.8340.404.000	Transmission & Distribution - CE - Repair	1,587.62		
	2/06/2024	S5909559.001 Furnace Plenum		AA.8340.404.000	Transmission & Distribution - CE - Repair	136.81		
Capitol District-Saratoga Total						<u>1,724.43</u>		
Center Point Large Print 3251			3251					
	1/10/2023	2052029 Library		LL.7410.405.000	Library CE - Supplies	97.08		
	2/01/2024	2072327 Library- Books		LL.7410.405.000	Library CE - Supplies	97.08		
Center Point Large Print Total						<u>194.16</u>		
Curtis Lumber Company, Inc. 3285			3285					
	2/06/2024	2402235564 Concrete Mix- Storm		GG.8140.404.000	Storm Sewer Drainage CE - Repairs & Main	39.95		
	2/20/2024	2402-276138 Paint Blk- Trucks		AA.5110.404.000	Street Administration CE - Repairs & Mai	106.90		
Curtis Lumber Company, Inc. Total						<u>146.85</u>		
Daily Gazette 3268			3268					
	2/05/2024	5869 Legals Listing 2/7/2024		AA.1010.406.000	Board of Trustees - Other	32.45		
	2/08/2024	6109 Legals Listing 2/9/24		AA.1010.406.000	Board of Trustees - Other	132.55		
Daily Gazette Total						<u>165.00</u>		

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Dival Safety Equipment, Inc	2/08/2024	3431465 Jafrib Fire Hose	3272	AA.3412.405.000	Union fire Dept CE - Supplies	1,550.32		
	2/08/2024	3431468 Water Wand & Chuck5		AA.3412.406.000	Union Fire Dept CE - Other	25.12		
	2/13/2024	3433763 Fire Ext, Takeback, HT-111, O Ring		AA.3412.406.000	Union Fire Dept CE - Other	429.12		
<u>Dival Safety Equipment, Inc Total</u>						<u>2,004.56</u>		
Highway Traffic Supply			3281					
	2/15/2024	065258 Stop Deadend Crossing Signs		AA.5110.404.000	Street Administration CE - Repairs & Mai	869.30		
<u>Highway Traffic Supply Total</u>						<u>869.30</u>		
HI Gage Sales, Inc.			3291					
	1/30/2024	01P113502 Steering Linkage Truck # 8A		AA.5110.404.000	Street Administration CE - Repairs & Mai	165.92		
<u>HI Gage Sales, Inc. Total</u>						<u>165.92</u>		
Hoffman Car Wash, Inc			3298					
	1/31/2024	0022731 BALFD- Use		AA.3410.406.000	Fire Chiefs CE - Other	30.00		
<u>Hoffman Car Wash, Inc Total</u>						<u>30.00</u>		
Infinity Aggregates			3296					
	1/06/2024	245941 #2 Stone Streets		AA.5110.404.000	Street Administration CE - Repairs & Mai	238.74		
<u>Infinity Aggregates Total</u>						<u>238.74</u>		
Kanopy Inc			3255					
	1/31/2024	385172 Library		LL.7410.405.000	Library CE - Supplies	124.00		
<u>Kanopy Inc Total</u>						<u>124.00</u>		
Lafountain, David			3263					
	1/24/2024	111-3989584- 2010 ADA Standards for Accessible Design		AA.3120.405.000	Police CE - Supplies	27.80		
<u>Lafountain, David Total</u>						<u>27.80</u>		
Mangino Chevrolet, Inc			3260					
	1/23/2024	96912 Police Vehicle Inspections		AA.3120.404.000	Police CE - Repairs & Maint.	1,261.67		
	1/30/2024	97110 Police Oil Changes/ Vehicles		AA.3120.404.000	Police CE - Repairs & Maint.	89.95		
<u>Mangino Chevrolet, Inc Total</u>						<u>1,351.62</u>		

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Mangino Pontiac-Buick, Inc.			3262					
	1/04/2024	92791 Police Block Kit		AA.3120.404.000	Police CE - Repairs & Maint.	48.60		
						<u>48.60</u>		
Mangino Pontiac-Buick, Inc. Total								
Mgl Printing Solutions			3280					
	2/02/2024	204120 Printing - Water/Sewer Bills		AA.8340.404.000	Transmission & Distribution - CE - Repair	564.00		
						<u>564.00</u>		
Mgl Printing Solutions Total								
Midamerica Books			3250					
	1/26/2024	26554 Library		LL.7410.405.000	Library CE - Supplies	150.37		
						<u>150.37</u>		
Midamerica Books Total								
Midwest Tape			3256					
	2/05/2024	505013727 Library		LL.7410.405.000	Library CE - Supplies	115.47		
						<u>115.47</u>		
Midwest Tape Total								
Mohamed, Shaffie			3248					
	2/08/2024	20240208 Court Interpreter Services 2/5/24		AA.1110.400.000	Justices CE	220.00		
						<u>220.00</u>		
Mohamed, Shaffie Total								
Occupational Medicine			3295					
	2/05/2024	20240119 UDS- DPW 1/19/24		AA.5110.404.000	Street Administration CE - Repairs & Mai	165.00		
						<u>165.00</u>		
Occupational Medicine Total								
Pace Analytical Service, LLC			3300					
	7/05/2023	23F2515		AA.8340.405.000	Transmission & Distribution - CE - Suppl	210.00		
		23F2515						
	7/18/2023	23G0029		AA.8340.405.000	Transmission & Distribution - CE - Suppl	103.00		
	7/25/2023	23G0934		AA.8340.405.000	Transmission & Distribution - CE - Suppl	103.00		
	8/01/2023	23G1986		AA.8340.405.000	Transmission & Distribution - CE - Suppl	142.00		
	8/17/2023	23H0940		AA.8340.405.000	Transmission & Distribution - CE - Suppl	103.00		
	8/30/2023	23H3005		AA.8340.405.000	Transmission & Distribution - CE - Suppl	142.00		
	9/14/2023	23H4325		AA.8340.405.000	Transmission & Distribution - CE - Suppl	364.00		

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	9/21/2023	2310991		AA.8340.405.000	Transmission & Distribution - CE - Suppl	103.00			
	9/28/2023	2311968		AA.8340.405.000	Transmission & Distribution - CE - Suppl	103.00			
	10/04/2023	2312991		AA.8340.405.000	Transmission & Distribution - CE - Suppl	142.00			
	10/19/2023	2311693		AA.8340.405.000	Transmission & Distribution - CE - Suppl	103.00			
	10/25/2023	2312768		AA.8340.405.000	Transmission & Distribution - CE - Suppl	103.00			
	10/30/2023	2312991		AA.8340.405.000	Transmission & Distribution - CE - Suppl	53.00			
	11/06/2023	2313944		AA.8340.405.000	Transmission & Distribution - CE - Suppl	142.00			
	11/09/2023	23K0672		AA.8340.405.000	Transmission & Distribution - CE - Suppl	103.00			
	11/22/2023	23K2021		AA.8340.405.000	Transmission & Distribution - CE - Suppl	103.00			
	12/04/2023	23K3259		AA.8340.405.000	Transmission & Distribution - CE - Suppl	142.00			
	2/07/2024	24B0178		AA.8340.405.000	Transmission & Distribution - CE - Suppl	103.00			
	2/20/2024	24B1219		AA.8340.405.000	Transmission & Distribution - CE - Suppl	103.00			
	<u>Pace Analytical Service, LLC Total</u>						<u>2,470.00</u>		
	<u>Palette Stone Corporation 3289</u>								
	2/07/2024	538289 Central Garage- CB Frame & Grate		AA.1640.404.000	Central Garage CE - Repairs & Maint.	608.00			
	2/10/2024	246547 Streets- Cold Patch		AA.5110.404.000	Street Administration CE - Repairs & Mai	603.20			
	<u>Palette Stone Corporation Total</u>						<u>1,211.20</u>		
	<u>Pittsfield Communications 3245</u>								
	11/02/2023	71181 Radio Power issue ER-144 Union Fire		AA.3412.404.000	Union Fire Dept CE - Repairs & Maint.	110.00			
	<u>Pittsfield Communications Total</u>						<u>110.00</u>		
	<u>Seeley Office Systems 3257</u>								
	2/15/2024	0114107-001 Library		LL.7410.405.000	Library CE - Supplies	65.86			
	<u>Seeley Office Systems Total</u>						<u>65.86</u>		

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Simmons Elevator Company			3252					
	5/23/2023	46974 Library- Elevator Repair		LL.7410.400.000	Library CE - Contracts	573.75		
Simmons Elevator Company Total						<u>573.75</u>		
Southern Adirondack Library Sy			3258					
	2/01/2024	2024-1 Library Joint Automation Project-Jan		LL.7410.406.000	Library CE - Other	879.96		
	2/07/2024	2072024 Overdrive Contribution		LL.7410.406.000	Library CE - Other	2,158.50		
Southern Adirondack Library Sy Total						<u>3,038.46</u>		
TIEDEMANN, KATHERINE			3265					
	12/20/2023	1030990707 Arts Committee Website Wix.com		AA.7010.400.000	Fund For the Arts	25.85		
	1/05/2024	1033527253 Arts Committee Website Wix.com		AA.7010.400.000	Fund For the Arts	410.88		
TIEDEMANN, KATHERINE Total						<u>436.73</u>		
W.B. Mason Co, Inc.			3247					
	2/02/2024	244320605 Water Cooler Rental		AA.1410.400.000	Village Clerk CE - Contracts	3.99		
	2/05/2024	244342155 Tissue, Paper, Paper Clips- office		AA.1410.400.000	Village Clerk CE - Contracts	52.48		
	2/05/2024	244342155 Tissue, Paper, Paper Clips- office		AA.3120.405.000	Police CE - Supplies	27.89		
	2/05/2024	244342193 Bldg Dept- Toner/Tape		AA.3620.405.000	Safety Inspection CE - Supplies	594.94		
W.B. Mason Co, Inc. Total						<u>679.30</u>		
Witmer Associates, Inc.			3271					
	2/06/2024	413984 Neck Strap		AA.3412.405.000	Union fire Dept CE - Supplies	101.15		
Witmer Associates, Inc. Total						<u>101.15</u>		
Total for Voucher Type: Regular						<u>24,213.72</u>		
Total:								
						1,289.75		
						2,146.80		
						24,213.72		
						<u>27,650.27</u>		

Village of Ballston Spa

A/P Distribution Summary by Fund from 2/13/2024 to 2/26/2024

<u>Fund</u>	<u>District</u>	<u>Amount</u>
AA - General	000	21,829.04
<u>AA Fund Total</u>		<u>21,829.04</u>
GG - Sewer	000	74.40
<u>GG Fund Total</u>		<u>74.40</u>
LL - Library	000	4,457.08
<u>LL Fund Total</u>		<u>4,457.08</u>
TA - Trust & Agency	000	1,289.75
<u>TA Fund Total</u>		<u>1,289.75</u>
Grand Total		27,650.27

2/12/24

To the Board of Trustees:

Comments on the Proposed Local Law No. 1 of 2024: Village of Ballston Spa Parks Code

I am disappointed that the Trustees are considering allowing the use of alcoholic beverages in any Village park or park facilities.

I would appreciate an explanation from the Trustee who is responsible as the Liaison to the Park and Tree Board ... please explain t how this issue of alcohol use came to be proposed in this code....who does this benefit?

I am opposed to Subsection 150-6 Special permit required for alcoholic beverages in this proposed code.

Our parks and recreational areas are small in scale compared to other communities. In addition to recreational opportunities, our parks provide the only greenspace and shade in a treeless Front Street Central Business District; they provide wildlife habitat for birds and pollinators; the trees, shrubs and flowers in Wiswall, Iron Spring Garden, Kelly Park and Woods Hollow beautify our landscape; parks serve as buffers to stormwater runoff and stream flooding.

Most all of our recreational activities are passive, except for the pool and the playground at Kelly Park. Most of the people using the parks are kids and their families.

The introduction of alcoholic beverages, even under a permitted paper trail of applications, permits, liability insurance certificate, and self serving signed statements creates a dangerous precedent for the Village of Friends. Other than pressure from outside special interests, I can not imagine why any existing licensed brewery, restaurant or bar in the Village would want this activity in our parks.

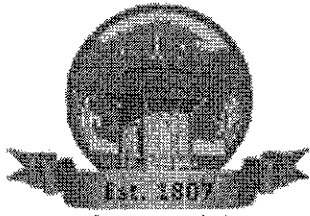
Are the Village Trustees willing to assume the liability of increased enforcement of open container laws, DUIs, public intoxication, rowdy behavior and other unsavory characters? If you have ever walked by Wiswall Park after one of these late night meetings, you know there are people in the park, smoking, drinking, sleeping. I've seen it.

We have so many good restaurants who have liquor licenses and are fully capable of monitoring the sale and consumption of alcohol within their establishments. Leave the liquor in those establishments and keep the liquor out of the Village Parks.

SS150-3 Paragraph F. : Use of the parks and facilities are at the risk of the user....Is that posted at each park site? So, if a park facility has a hazard, known or hidden, especially one that was created by lack of inspection and maintenance by the Village, the Village will still maintain that they are not liable for injuries? What does the Village Attorney and our Village Insurance carrier say to that part of the Code?

Marilyn Stephenson

45 W. High St
BS, NY 12020



VILLAGE OF BALLSTON SPA

REQUISITION

VENDOR NAME MES	ORDERED DATE	REQ #
DEPARTMENT Eagle Matt lee	REQUESTED BY S. Morrissey	INITIALS SLM
FUND # Equipment	SUBMITTED DATE 2/21/2024	PHONE (518) 222-7674

Qty	Unit	Stock Number	Item Description	Cost/ Estimated	Subtotal
5			Turnout Coats $\$1,865.03$ /unit		\$ 9,325.15
5			turnout Pents. $\$1,714.31$ /unit		\$ 8,571.55
5			Helmets $\$498.40$ /unit		\$ 2,492.00
5			turn out boots $\$475.00$ /unit		\$ 2,375.00
10			interior Gloves $\$89.50$ /unit		\$ 895.00
10			NOMEX hoods. $\$118.67$ /unit		\$ 1,186.70
				Total Cost	\$ 24,845.40^{40/100}

NOTES

This is 5 new sets of interior structural Fire fighting gear to replace old expired gear that's currently in use.
"Quote's attached"

DATE APPROVED	APPROVED BY:		AMOUNT APPROVED:
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(877) 637-3473

Quote

Quote # QT1791158
 Date 02/20/2024
 Expires 03/06/2024
 Sales Rep Walsh, Kevin J
 Shipping Method FedEx Ground
 Customer EAGLE-MATT LEE FIRE CO #1
 Customer # C35287

Bill To

EAGLE-MATT LEE FIRE CO #1
 66 FRONT STREET
 BALLSTON SPA NY 12020
 United States

Ship To

VILLAGE OF BALLSTON SPA
 C/O EAGLE MATT LEE FIRE CO.
 66 FRONT ST
 Ballston Spa NY 12020
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
HFRP Helmet	NYEAGL00223594 2510		NYEAGL002235942510 Honeywell Helmet BEN3 PLUS BLK EZF EFB 4PT	5	\$498.40	\$2,492.00
FDXLM80-10-Med			MES/FDX LEATHER BOOT - SERIES 80 - 10 Med	5	\$475.00	\$2,375.00
G2M-X-Large- Regular			Fire-Dex MES Exclusive G2M Glove	10	\$89.50	\$895.00
Quest Fire	INHIBITOR 18-PBI		INHIBITOR 18-PBI Custom Quest Fire PBI/Lenzing tan outside w/gray Stedair Prevent Inside	10	\$118.67	\$1,186.70

Subtotal \$6,948.70
Shipping Cost \$0.00
Tax Total \$0.00
Total \$6,948.70

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1791158



(877) 637-3473

Quote

Quote # QT1791155
 Date 02/20/2024
 Expires 03/06/2024
 Sales Rep Walsh, Kevin J
 Shipping Method FedEx Ground
 Customer EAGLE-MATT LEE FIRE CO #1
 Customer # C35287

Bill To

EAGLE-MATT LEE FIRE CO #1
 66 FRONT STREET
 BALLSTON SPA NY 12020
 United States

Ship To

VILLAGE OF BALLSTON SPA
 C/O EAGLE MATT LEE FIRE CO.
 66 FRONT ST
 Ballston Spa NY 12020
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
HFRP Tail Coat	NYEAGL00063		NYEAGL00063 HFRP Tail Coat MP Tails Coat, Armor AP PF Zero Black, Per Dept. Spec	5	\$1,865.03	\$9,325.15
HFRP Tail Pant	NYEAGL00064		NYEAGL00064 HFRP Tail Pant MP Pro Fit Pant, Armor AP PF Zero Black, Per Dept. Spec,	5	\$1,714.31	\$8,571.55

Subtotal \$17,896.70
Shipping Cost \$0.00
Tax Total \$0.00
Total \$17,896.70

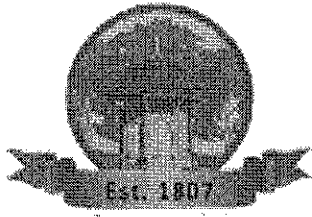
This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1791155



VILLAGE OF BALLSTON SPA

REQUISITION

VENDOR NAME
MES

ORDERED DATE

REQ #

DEPARTMENT
Eagle Matt lee

REQUESTED BY
S. Morrissey

INITIALS
SM

FUND #
Equipment budget.

SUBMITTED DATE

PHONE
(518) 222-7674

Qty	Unit	Stock Number	Item Description	Cost/ Estimated	Subtotal
1		PEL-24	24' 2 Fly extension ladder	\$ 1,667. ⁵⁰ / ₁₀₀	\$ 1,667. ⁵⁰ / ₁₀₀
1		733510	Harken Rescue winch	\$ 1,995. ⁰⁰ / ₁₀₀	\$ 1,995. ⁰⁰ / ₁₀₀
				Total Cost	\$ 3,662. ⁵⁰ / ₁₀₀

NOTES
quotes stapled to Form.

[Signature] AA3411.405

DATE APPROVED

APPROVED BY:
[Signature]

AMOUNT APPROVED:



(877) 637-3473

Quote

Quote # QT1785291
 Date 02/05/2024
 Expires 02/20/2024
 Sales Rep Walsh, Kevin J
 Shipping Method FedEx Ground
 Customer EAGLE-MATT LEE FIRE CO #1
 Customer # C35287

Bill To

EAGLE-MATT LEE FIRE CO #1
 66 FRONT STREET
 BALLSTON SPA NY 12020
 United States

Ship To

VILLAGE OF BALLSTON SPA
 C/O EAGLE MATT LEE FIRE CO.
 66 FRONT ST
 Ballston Spa NY 12020
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
733510			WINCH RIGGERS 500, HARKEN	1	\$1,995.00	\$1,995.00

Subtotal \$1,995.00
Shipping Cost \$0.00
Tax Total \$0.00
Total \$1,995.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1785291



(877) 637-3473

Quote

Quote # QT1785267
 Date 02/05/2024
 Expires 02/20/2024
 Sales Rep Walsh, Kevin J
 Shipping Method FedEx Ground
 Customer EAGLE-MATT LEE FIRE CO #1
 Customer # C35287

Bill To

EAGLE-MATT LEE FIRE CO #1
 66 FRONT STREET
 BALLSTON SPA NY 12020
 United States

Ship To

VILLAGE OF BALLSTON SPA
 C/O EAGLE MATT LEE FIRE CO.
 66 FRONT ST
 Ballston Spa NY 12020
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
PEL-24			ALCO-LITE Pumper Two-Section Ladder (PEL Series) 24 foot	1	\$1,202.50	\$1,202.50

Freight Rate is Estimated - Freight will be charged current rate at time of shipment

Subtotal \$1,202.50
Shipping Cost \$465.00
Tax Total \$0.00
Total \$1,667.50

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1785267



Invoice

P.O. Box 386
Ballston Spa N.Y 12020
info@ballston.org
www.ballston.org
518 885-2772
02/21/24

Due Date – Upon Receipt
Amount Due: \$10,500
BSBPA Marketing Reimbursement

For: 2023 BSBPA Ballston Spa Marketing Invoice
***see attached sheets for samples of marketing expenses**
throughout the year – exact amounts can be provided upon
request

A check can be made out to the BSBPA and sent to the address
listed above.

Please remit the above portion with payment to the BSBPA. Thank you.
For your records:

For: 2023 BSBPA Ballston Spa Marketing Invoice
***see attached sheet for details**

A check can be made out to the BSBPA and sent to the address
listed above.

Amount Paid: \$10,500.00

Mailchimp Receipt

MC17176821

Issued to

Dana Womer
dana@ballston.org
Office phone:
PO Box 386
Ballston Spa, NY
12020-0386

Issued by

Mailchimp
c/o The Rocket
Science Group, LLC
675 Ponce de Leon
Ave NE
Suite 5000
Atlanta, GA 30308
www.mailchimp.com
Tax ID: US EIN 58-
2554149

Details

Order # MC17176821
Date Paid: January 25,
2024 05:52 AM New
York

Billing statement

Standard plan

\$20.00

500 contacts

Tax

\$0.80

State Sales/Use

Tax Rate: 4%

Tax **\$0.60**
County Sales/Use
Tax Rate: 3%

Paid via Mast ending in **1154** which **\$21.40**
expires **03/2027**
on January 25, 2024

Balance as of January 25, 2024	\$0.00
---------------------------------------	---------------

If a refund is required, it will be issued in the purchase currency for the amount of the original charge. Tax was applied to this purchase.

[Looking for our W-9?](#)

[Looking for our United States Residency Certificate?](#)

STATEMENT

ACCOUNT	DATE	SALES#
215830	11/30/2023	04

BALLSTON SPA BUSINESS &
PO BOX 386
BALLSTON SPA NY 12020-0386

PAYMENT TERMS: NET 30 DAYS

Finance Charges: 1.5% per month 18% annually

Returned Checks: \$25 charge

Credit Card Payments subject to a 3% fee

For questions regarding your statement,
please phone 518.395.3053.

DATE	REFERENCE NO.	DESCRIPTION	AMOUNT
11/25/23	2600776	SMALL BUS SATURDAY B 1/8 S	\$98.00
11/25/23	2600778	SMALL BUS SATURDAY 2 X 5.00	\$52.50

CURRENT	30 DAYS AND OVER	60 DAYS AND OVER	90 DAYS AND OVER	TOTAL DUE
\$150.50	\$0.00	\$0.00	\$0.00	\$150.50

IMPORTANT - Please detach and return this portion to ensure proper credit.

CUSTOMER NAME		
BALLSTON SPA BUSINESS &		
ACCOUNT	DATE	SALES#
215830		04
AMOUNT DUE	AMOUNT ENCLOSED	
\$150.50		

REMITTANCE ADDRESS

The Daily Gazette, Co. Inc.
2345 Maxon Rd, Ext.
Schenectady, NY 12308

PAYMENT																					
<input checked="" type="checkbox"/> CHECK ENCLOSED	<input type="checkbox"/> Please make check payable to: The Daily Gazette Co., Inc. Be sure to include your account number on your check. Please do not staple or paperclip payment to remittance stub.																				
CHARGE MY CREDIT CARD																					
MASTERCARD <input type="checkbox"/>	VISA <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX <input type="checkbox"/>																				
Please include credit card number, expiration date, security code and signature.																					
<table border="1" style="width: 100%; height: 20px;"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																					
Exp. _____ / _____	CSC _____																				
Name On Card _____																					
Signature _____																					



**PROLIFIC
MARKETING**

INVOICE

Bill To:

Ballston Spa Business & Professional Association

Date	Invoice #
10/30/23	6014

Quantity	Description	Amount
1	Facebook Management 8/1/23-8/31/23	\$ 200.00
1	Facebook Ad Budget 8/1/23-8/31/23	\$ 100.00
1	Instagram Management 8/1/23-8/31/23	\$ 75.00
1	Facebook Management 9/1/23-9/30/23	\$ 200.00
1	Facebook Ad Budget 9/1/23-9/30/23	\$ 100.00
1	Instagram Management 9/1/23-9/30/23	\$ 75.00
1	Facebook Management 10/1/23-10/31/23	\$ 200.00
1	Facebook Ad Budget 10/1/23-10/31/23	\$ 100.00
1	Instagram Management 10/1/23-10/31/23	\$ 75.00
1	Facebook Management 11/1/23-11/30/23	\$ 200.00
1	Facebook Ad Budget 11/1/23-11/30/23	\$ 100.00
1	Instagram Management 11/1/23-11/30/23	\$ 75.00
		Subtotal \$ 1500.00
		Sales Tax N/A
		Total \$ 1500.00
Terms: Due in 30 Days		Balance Due \$ 1500.00

Thank you for choosing Prolific Marketing.

Pay by Mail: Prolific Marketing, 27 Kent Street Suite 107B, Ballston Spa, NY 12020

Pay Online: <https://prolificmarketing.org/pay>

CONTRACT



WNYT - TV
715 N Pearl Street
Albany, NY 12204
(518)436-4791

www.wnyt.com

And:

Ballston Spa Professional and Business Association
Attention: Dana Womer
PO Box 386
Ballston Spa, NY 12020

<u>Contract / Revision</u> 457530 /		<u>Alt Order #</u>
<u>Advertiser</u> Ballston Spa Professional and Business Ass		<u>Original Date / Revision</u> 11/07/23 / 11/07/23
<u>Contract Dates</u> 11/13/23 - 11/30/23	<u>Estimate #</u>	
<u>Product</u> Small Business Saturday Nov '23		
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Calendar	<u>Cash/Trade</u> Cash
<u>Property</u> WNYT	<u>Account Executive</u> Sarah Bubniak	<u>Sales Office</u> ALB - WNYT
<u>Special Handling</u>		
<u>Demographic</u> Adults 25-54		
<u>Agency Ref</u>	<u>Advertiser Ref</u>	
<u>Agency Code</u>	<u>Advertiser Code</u>	<u>Product 1/2</u>

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 1	WNYT	11/30/23	11/30/23	TARGETED OTT	Various		:00			NS	1	\$1,250.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>	<u>Spots/Week</u>			<u>Rate</u>				
Week:		11/27/23	12/03/23	---T---	1			\$1,250.00				
N 2	WNYT	11/30/23	11/30/23	QR CODE/DISPLAY SCAN	Various		:00			NS	1	\$500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>	<u>Spots/Week</u>			<u>Rate</u>				
Week:		11/27/23	12/03/23	---T---	1			\$500.00				
N 3	WNYT	11/30/23	11/30/23	FLOWCODE QR	Various		:00			NS	1	\$500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>	<u>Spots/Week</u>			<u>Rate</u>				
Week:		11/27/23	12/03/23	---T---	1			\$500.00				
N 4	WNYT	11/30/23	11/30/23	Production			:00			NS	1	\$250.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>	<u>Spots/Week</u>			<u>Rate</u>				
Week:		11/27/23	12/03/23	---T---	1			\$250.00				
Totals											4	\$2,500.00

Time Period	# of Spots	Gross Amount	Net Amount
11/01/23 - 11/30/23	4	\$2,500.00	\$2,500.00
Totals	4	\$2,500.00	\$2,500.00

Signature: _____ **Date:** _____

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified. Station does not discriminate on the basis of race or ethnicity in any of our advertising practices.



Tax Invoice

Invoice Date
January 1, 2024

Invoice no.
04017-33064360

To
dana.l.mason
dana.l.mason@gmail.com

Subscriptions

Canva Pro	\$12.99
iAF4p0ZopMY	
January 1, 2024	

Paid with MasterCard **** 1154	Total	\$12.99
	Includes tax	\$0.85
	Total charged	\$12.99

Please retain for your records.
Canva US Inc.
3212 E. Cesar Chavez Street, Building 1, Suite 1300 Austin Texas 78702 United States
Copyright © 2024 Canva US Inc.. All rights reserved.

Slocum Publishing, Inc.
595 New Loudon Rd., Suite 212
Latham, NY 12110

Invoice

Bill To
Dana Womer Ballston Spa Business & Professional Assn PO Box 386 Ballston Spa, NY 12020

Date	Invoice No.	P.O. Number	Terms	Project
05/09/23	SM23-174			

Item	Description	Quantity	Rate	Amount
SM23	Saratoga Magazine 2023	1	150.00	150.00
			Subtotal	\$150.00

Total	\$150.00
--------------	-----------------

Deputy Treasurer

From: Melissa McCann
Sent: Wednesday, February 21, 2024 3:52 PM
To: Deputy Treasurer
Subject: FW: BSBPA Invoice for Ballston Spa Marketing Reimbursement
Attachments: 2023 BSBPA Village Marketing Reimbursement Invoice.pdf

From: Dana Womer <dana@ballston.org>
Sent: Wednesday, February 21, 2024 2:45 PM
To: Melissa McCann <treasurer@villageofballstonspa.org>
Cc: Trustee Bernadette <trusteebernadette@villageofballstonspa.org>; Jennifer Moskowitz <VillageAdmin@villageofballstonspa.org>; Christine <christine@ballston.org>; 'June Lane' <June.Lane@bsnb.com>
Subject: BSBPA Invoice for Ballston Spa Marketing Reimbursement

Good Afternoon –

Attached is an invoice from the BSBPA to the Village of Ballston Spa for a reimbursement of marketing funds, per last year's village budget. I have attached several samples of our different marketing invoices and receipts and will be happy to provide further documentation if needed.

I will be out of the office the rest of this week, so any questions can go to BSBPA President Christine Kernochan at christine@ballston.org or BSBPA Treasurer June Lane at june@ballston.org

Take good care,
Dana

Dana Womer
Executive Administrator
Ballston Spa Business & Professional Association
dana@ballston.org ; info@ballston.org
518-885-2772
www.ballston.org
PO Box 386
Ballston Spa, NY 12020

Confidentiality/Privilege Notice:

This e-mail communication and any files transmitted with it may contain privileged and confidential information from the Village of Ballston Spa and is intended solely for the use of the individual(s) or entity to whom it has been addressed. If you are not the intended recipient, you are hereby notified that any dissemination or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Please also note that email correspondence with the Village of Ballston Spa may be subject to public disclosure through the Freedom of Information Law of the State of New York, unless it falls within one of the statutory exceptions.

Treasurer's Report

February 26, 2024

Saratoga County Sales Tax Distribution

The February County Sales Tax Distribution for the Village was **\$103,507.00**, which is \$5,614.00 less than it was in February 2023 (\$109,121.00).

Overall, for the county Sales tax were \$13,841,521.00. This amount is \$108,731 (.79%) more than the \$13.7 million received in February of last year.

Lastly, Saratoga County is ranked 6th for 2023 sales tax collection growth out of the 62 counties.

Budget Preparation

Budget preparation is under way and budget request forms have been sent to the non-profits. The budget analysis worksheets are complete but are being reviewed for this year-to-date actuals. They will be sent out very soon.

Budget meetings will be set up in the very near future.

The flow of the utility payments has been good and we have been able to input them into Edmunds quickly. Reminder that the bills are due in the Village office no later than close of business on March 4, 2024 to avoid penalties.

**A RESOLUTION DESIGNATING THE VILLAGE OF BALLSTON SPA AS LEAD
AGENCY WITH RESPECT TO LOCAL LAW NO. 2 OF 2024**

MOTION: MPB trustee Mary Price - Bush
 SECOND: Rossi Mayor of Frank Rossi

Roll Call:

	<u>AYE</u>	<u>NAY</u>	<u>ABSENT</u>
Trustee Baskin			<u>X</u>
Trustee Price-Bush	<u>✓</u>		
Trustee Raymond			<u>X</u>
Trustee VanDeisne-Perez	<u>✓</u>		
Mayor Rossi	<u>✓</u>		

WHEREAS, the Village of Ballston Spa is considering the adoption of Local Law No. 2 of 2024,

NOW, THEREFORE, IT IS:

RESOLVED, the Board of Trustees shall act as lead agency for this Unlisted Action under SEQRA; and it is further

RESOLVED, that the Mayor be authorized to sign any and all documents associated with the environmental review regarding the adoption of Local Law No. 2 of 2024 for the Village of Ballston Spa, New York pursuant to Part 617 of the State Environmental Quality Review Act.

I hereby certify that this Resolution was duly adopted by the Board of Trustees of the Village of Ballston Spa at a special meeting of the Village Board conducted on February 19, 2024.

By: _____
 Teri L. O'Connor
 Village Clerk
 Village of Ballston Spa

February 7, 2024

VIA MAIL & EMAIL

Mayor Frank Rossi, Jr.
Village of Ballston Spa
66 Front Street
Ballston Spa, New York 12020

Re: **Recommendation for Award**

John Street Tank Rehabilitation
Ballston Spa, New York

Dear Mayor Rossi:

Sealed bids for the above-noted project were received on February 5, 2024. These bids were carefully checked for accuracy, and tabulations of the same are enclosed herewith.

The low bidder for the Base Bid - John Street Rehabilitation, and the Base Bid less Deductible Alternative No. 1 - Communications Corral, is that of USG Water. We find the stated qualifications of the Contractor to be satisfactory.

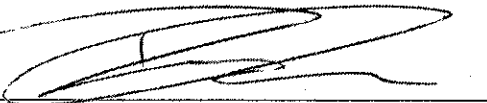
Because Deductible Alternative No. 1 – Communications Corral, and the Annual Inspection and Maintenance program cannot be awarded at this time, as noted below, we recommend that the Village award the Base Bid Less Deductible Alternative No. 1 with a total contract amount of \$1,012,760. This approach allows the tank rehabilitation project to proceed while negotiating communications corral and annual maintenance program payment terms. A draft award resolution is enclosed for your convenience and revision as required which is contingent on NYSDOH approval that is expected in a couple of weeks.

We note that Deductible Alternative 1 would install a communications corral at the top of the tank if communications carriers agree to fund the cost. The corral avoids the need for carriers to remove equipment from the tank for future renovations, which is currently scheduled for year thirteen. The communications corral would also allow carrier equipment to be relocated once to a final position before tank rehabilitation begins instead of relocating to a temporary location and then relocating equipment back to the tank after rehabilitation is complete. However, since agreements with carriers are needed to fund corral costs, the Village is not likely in a position to award this portion of the bid at this time.

We also note that the bid includes an annual inspection and maintenance cost that will provide yearly inspections and repairs for the next twenty years, including a complete painting of the tank exterior at year thirteen. Because the annual payment amount represents an annualized total cost for the twenty-year maintenance program, with a large portion of the price being due for the year thirteen exterior painting, the Village will need to obtain assurances from the Contractor that annual payments are secure and will be available for future year maintenance. Therefore, we recommend that the Village work with the Contractor to obtain necessary assurances before this portion of the contract is awarded.

Although the rehabilitation award will not include the communications corral or maintenance program bid items, we recommend that the Village preserve the right to access bid pricing by executing a change order concurrently with the rehabilitation contract. Change order terms should require the Contractor to hold bid pricing for at least six months. If carriers agree to fund the communications corral within this period, the work can be added to the contract at the price bid. Also, if the Village can obtain satisfactory assurances from the Contractor that annual inspection and maintenance payments are secure, this work can also be added. We have discussed the concurrent change order approach with USG Water, and they have indicated that they find it acceptable.

Very truly yours,
LABERGE GROUP

By: 

Donald C. Rhodes, P.E.
Project Manager

DCR: mae

Enc.

C. Karla Buettner, Esq. (email only)

BID TABULATION
JOHN STREET TANK REHABILITATION
VILLAGE OF BALLSTON SPA, SARATOGA COUNTY, NEW YORK
RECEIVED: FEBRUARY 5, 2023 @ 10:00 AM
DONALD C. RHODES, PROJECT MANAGER

	Engineer's Opinion of Probable Cost	USG Water 1230 Peachtree St NE Suite 100 Atlanta GA 30309 973-462-7381	Alpine Painting & Sandblasting 17 Florida Ave Paterson NY 07503 973-279-3200; x210
Descriptions	Amount	Amount	Amount
JOHN STREET TANK REHABILITATION - BASE BID			
JOHN STREET TANK REHABILITATION	\$1,265,000.00	\$1,169,540.00	\$1,316,500.00 (1)
TOTAL BASE BID AMOUNTS	\$1,265,000.00	\$1,169,540.00	\$1,316,500.00 (1)
DEDUCTIBLE ALTERNATE No. 1 COMMUNICATIONS CORRAL			
DEDUCTIBLE ALTERNATE 1 BID - COMMUNICATIONS CORRAL	\$150,000.00	\$156,780.00	\$106,000.00
TOTAL BASE BID LESS DEDUCTABLE ALTERNATE 1	\$1,115,000.00	\$1,012,760.00 (2)	\$1,210,500.00
ANNUAL INSPECTION AND MAINTENANCE COST TABULATION			
2025 INSPECTION & MAINTENANCE COST	N/A	\$26,259 (3)	\$5,000.00 (3)
ANNUAL INFLATIONARY ADJUSTMENT	N/A	3.5%	5.0%

Notes:

(1) A value of \$2,638,000 was entered on the base bid item listing line for the base bid, followed by an amount in writing and numeric form on the line for the "Total Amount Of Base Bid - John Street Tank Rehabilitation" of \$1,316,500. The \$2,638,000 entry has been ignored by this bid tabulation.

(2) The "Total Amount Of Base Bid Less Deductible Alternative 1" of \$1,012,731 shown on the bid proposal form appears to be in error. The entered on this bid tabulation was calculated by subtracting the \$156,780 bid for "Deductible Alternative 1 Bid - Communications Corral" from the \$1,169,540 bid for "Total Amount of Base Bid - John Street Rehabilitation".

(3) Bids submitted may not be on the same basis. It appears that Alpine Painting showed the cost for inspection and maintenance required for 2025, where USG Water calculated an annual cost for the 20 year program detailed in the bid documents.

RESOLUTION

At a Regular Meeting of the Village of Ballston Spa Board of Trustees, held on MONTH DAY, 2024, the following resolution was made by _____ and was subsequently seconded by _____.

WHEREAS, Bids for John Street Tank Rehabilitation were received on February 5, 2024; and

WHEREAS, the Consulting Engineers, Laberge Engineering & Consulting Group Ltd., have submitted their report relative to their analysis of bids; and

WHEREAS, the NYSDOH approval of plans has not yet been obtained.

NOW, THEREFORE, BE IT RESOLVED, that the recommendation of said Engineers be hereby accepted, approved, and adopted; and

BE IT FURTHER RESOLVED, that John Street Tank Rehabilitation be hereby awarded for the Total Amount of Base Bid Less Deductible Alternative No. 1 in the amount of one million twelve thousand seven hundred sixty dollars (\$1,012,760.00) to:

USG Water
1230 Peachtree St NE, Suite 100
Atlanta GA 30309; and

BE IT FURTHER RESOLVED, that the award and contract are contingent upon the Village and Contractor executing a change order concurrently with the execution of the construction agreement. Said change order shall preserve the Village’s option to add the communications corral and the annual inspection and maintenance cost to the contract at the prices bid if exercised within six (6) months of the contract date. The change order shall also make the contract contingent on receipt of NYSDOH approval to construct.

The Board Members Present were:

STATE OF NEW YORK)
COUNTY OF SARATOGA) ss:
VILLAGE OF BALLSTON SPA)

I, Terri L. O’Connor, do hereby verify that the foregoing is a true copy of a resolution unanimously adopted by the Board of Trustees of the Village of Ballston Spa, Saratoga County, New York, on the _____ day of _____, 2024.

Terri L. O’Connor, Village Clerk

S E A L

CONTRACT

THIS CONTRACT, made this _____ day of January, 2024, by and between the **TOWN OF MILTON**, a municipal corporation with offices at 503 Geysers Road, Ballston Spa, New York, 12020, hereinafter referred to as the “**TOWN**” and the **VILLAGE OF BALLSTON SPA**, a municipal corporation with offices located at 66 Front Street, Ballston Spa, New York, 12020, hereinafter referred to as the “**VILLAGE**”.

WITNESSETH:

WHEREAS, the **VILLAGE OF BALLSTON SPA** maintains a public library in the Village of Ballston Spa; and

WHEREAS, many residents living in the Town of Milton are using the library facility; and

WHEREAS, the **VILLAGE OF BALLSTON SPA** provides the funds to support the operation of said library facility; and

WHEREAS, the **TOWN OF MILTON** feels this facility is important to the needs of the residents of the Town of Milton.

NOW, THEREFORE, IT IS AGREED, the **VILLAGE** specifically agrees as required by Section 109 of the New York General Municipal Law that **VILLAGE** is prohibited by law from assigning, transferring, conveying, subcontracting, or otherwise disposing of this **AGREEMENT**, or of **VILLAGE’S** right, title or interest therein without the previous consent in writing of the **TOWN**; and it is further

AGREED, this Agreement shall run from January 1, 2024 to December 31, 2024, a period of fifty-two (52) weeks. It is further agreed that it may be terminated by either party upon thirty (30) days' notice, with the amounts to be paid hereunder to be prorated accordingly, and it is further

AGREED, by and between the parties hereto, the **TOWN OF MILTON** will pay to the **VILLAGE OF BALLSTON SPA**, the sum of FORTY-ONE THOUSAND and 00/100 DOLLARS (\$41,000.00) for the year 2024, said amount to be used for general purposes of the library facility, and to be paid in January, 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth next to their respective names.

TOWN OF MILTON

Date: _____

By: _____
SCOTT OSTRANDER, TOWN SUPERVISOR

VILLAGE OF BALLSTON SPA

Date: _____

By: _____
FRANK ROSSI, JR., MAYOR

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On ____ day of _____, in the year 2024, before me, the undersigned, personally appeared **SCOTT OSTRANDER**, of the **TOWN OF MILTON**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On ____ day of _____, in the year 2024, before me, the undersigned, personally appeared **FRANK ROSSI, JR., MAYOR** of the **VILLAGE OF BALLSTON SPA**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

CONTRACT

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WITNESSETH:

WHEREAS, the **VILLAGE OF BALLSTON SPA** is interested in and dedicated to the improvement and enrichment of the quality of life for the citizens of the Town of Milton, through the sponsorship of various programs and activities such as the ***EASTER EGG HUNT AT THE COMMUNITY CENTER, FALLING LEAVES FESTIVAL, BIRDHOUSE PROGRAM, and HOLIDAY PROGRAM***; and

WHEREAS, the **TOWN BOARD OF THE TOWN OF MILTON**, deems it to be in the best interests of the health and welfare of the community to have these activities and services provided and available to the Town residents; and

WHEREAS, the **TOWN OF MILTON** feels these events are important to the needs of the residents of the Town of Milton.

NOW, THEREFORE, IT IS AGREED, the **VILLAGE** specifically agrees as required by Section 109 of the New York General Municipal Law that the **VILLAGE** is prohibited by law from assigning, transferring, conveying, subcontracting, or otherwise disposing of this **AGREEMENT**, or of **VILLAGE'S** right, title or interest therein without the previous consent in writing of the **TOWN**; and it is further

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On ____ day of _____, in the year 2024, before me, the undersigned, personally appeared **SCOTT OSTRANDER** of the **TOWN OF MILTON**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On ____ day of _____, in the year 2024, before me, the undersigned, personally appeared **FRANK ROSSI, JR., MAYOR** of the **VILLAGE OF BALLSTON SPA**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

CONTRACT

THIS CONTRACT, made this _____ day of January, 2024, by and between the **TOWN OF MILTON**, a municipal corporation with offices at 503 Geysers Road, Ballston Spa, New York, 12020, hereinafter referred to as the “**TOWN**” and the **VILLAGE OF BALLSTON SPA**, a municipal corporation with offices located at 66 Front Street, Ballston Spa, New York, 12020, hereinafter referred to as the “**VILLAGE**”.

WITNESSETH:

WHEREAS, the **VILLAGE OF BALLSTON SPA** has constructed an outdoor swimming pool facility, located in the Village of Ballston Spa; and

WHEREAS, many residents living in the Town of Milton are desirous of using said facility; and

WHEREAS, the **VILLAGE OF BALLSTON SPA** has incurred great expense in constructing such facility; and

WHEREAS, the **VILLAGE OF BALLSTON SPA** incurs significant debt to maintain said facility; and

WHEREAS, the **TOWN OF MILTON** feels this facility is important to the recreational needs of the residents of the Town of Milton and especially for their children; and

WHEREAS, the **VILLAGE OF BALLSTON SPA** will not surcharge those residing in the Town of Milton and living outside the Village any additional charge for use of the pool.

NOW, THEREFORE, IT IS AGREED, the **VILLAGE** specifically agrees as required by Section 109 of the New York General Municipal Law that **VILLAGE** is prohibited by law from assigning, transferring, conveying, subcontracting, or otherwise disposing of this **AGREEMENT**, or of **VILLAGE'S** right, title or interest therein without the previous consent in writing of the **TOWN**; and it is further

AGREED, this Agreement shall run from January 1, 2024 to December 31, 2024, a period of fifty-two (52) weeks. It is further agreed that it may be terminated by either party upon thirty (30) days' notice, with the amounts to be paid hereunder to be prorated accordingly; and it is further

AGREED, by and between the parties hereto, the **TOWN OF MILTON** will pay to the **VILLAGE OF BALLSTON SPA**, the sum of **SIXTEEN THOUSAND** and 00/100 **DOLLARS** (\$16,000.00) for the year 2024, so long as the pool facility is open to the public for its' normal hours of operation, and if not, said amount is forfeited or if already paid is to be paid back to the Town; said amount to be used for the swimming pool facility and to be paid in or before July, 2023; and it is further

AGREED, the **VILLAGE OF BALLSTON SPA** will not surcharge those residing in the Town of Milton and living outside the Village any additional charge for use of the pool; and it is further

AGREED, the **VILLAGE OF BALLSTON SPA** shall at all times have in place the appropriate insurance coverage, and agrees to name the **TOWN OF MILTON** as an additional insured under said policy; and it is further

AGREED, the **VILLAGE OF BALLSTON SPA** agrees to indemnify and hold harmless the **TOWN** from any claims, actions or liabilities arising out of its acts or omissions, and from any and all losses whatsoever occurring as a result of its activities for the Town of Milton while using the funds set forth in this Agreement and agrees to provide written proof of liability insurance to the Town, in accordance with Town requirements.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth next to their respective names.

TOWN OF MILTON

Date: _____

By: _____
SCOTT OSTRANDER, TOWN SUPERVISOR

VILLAGE OF BALLSTON SPA

Date: _____

By: _____
FRANK ROSSI, JR., MAYOR

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On ____ day of _____, in the year 2024, before me, the undersigned, personally appeared **SCOTT OSTRANDER**, of the **TOWN OF MILTON**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On ____ day of _____, in the year 2024, before me, the undersigned, personally appeared **FRANK ROSSI, JR., MAYOR** of the **VILLAGE OF BALLSTON SPA**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



October 23, 2023

Mayor Frank S. Rossi, II
Village of Ballston Spa
66 Front Street
Ballston Spa, NY 12020

*Re: Professional Services – Village Hall Repairs
66 Front Street
Ballston Spa, NY 12020
LaBella Job #: 2233155*

Dear Mayor Rossi:

LaBella appreciates the opportunity to submit this proposal for professional services associated with the planned repairs at the Ballston Spa Village Hall (subject structure) located at 66 Front Street, Ballston Spa, Saratoga County (project site).

PROJECT UNDERSTANDING

We understand that you (Client/Owner) have previously retained Chazen (now a LaBella company) to prepare plans and assist with the bid and construction phase of improvements to the Village Hall including structural repairs and façade renovations. We understand the bids were beyond the Village's budget and the project was not awarded. We understand that you would like us to remove scope from the project and support re-bidding the work focused on the following areas (excluding the façade repairs):

1. Vault infill.
2. Retaining wall repair and drainage improvements.

We understand you would like LaBella to prepare contract documents (front end specs and construction drawings) and support the Village with the public bidding process.

The following scope of services represents the tasks that you have requested, and that LaBella believes are necessary to accomplish your objectives.

Phase 0100 – Design Phase Services

Scope: LaBella will update / modify our previously issued bid set to reflect currently requested scope of work as outlined in the project understanding including visiting the site to review current conditions and updating the Maintenance and Protection of Traffic Plan.

Deliverables: LaBella will provide the Client with contract documents including front end (bid) specifications and construction documents. A copy of the contract documents be delivered electronically in portable document format (pdf).

Fee: \$4,200 lump sum

Invoices will be issued monthly for all services performed during that month and are payable upon receipt.

Schedule: Start: 2 weeks after authorization
Duration: 4 weeks



Phase 0200 – Bidding and Contract Award Phase Services

Scope - LaBella will provide a bid advertisement for publication by the Village of Ballston Spa and will coordinate bid document distribution to the bidders. LaBella will distribute Bid Documents on CDs to contractors, to save the Village costs associated with document reproduction. LaBella will also file the bid documents with the plan clearinghouses such as the Eastern Contractors Association. LaBella assumes that the Village will coordinate and pay for the cost of the legal notice in the local newspaper to advertise and place the project out to bid.

During the bid period, LaBella will respond to all queries from prospective bidders and prepare any necessary addenda to the Contract Documents in a timely manner. LaBella will participate in a “pre-bid” meeting, if requested, in advance of the bid opening.

Upon completion of the bid period, LaBella will attend the official bid opening. LaBella will review, tabulate, and evaluate the bids received. The Village will be informed of any informality in the bids, and if the bids are unbalanced or non-responsive. A background check will be completed by LaBella to verify the qualifications of the apparent lowest bidder. LaBella will provide the Village with a written recommendation for the award of a construction contract, along with the basis for this recommendation.

Upon the Village’s selection of the most responsive and responsible bidder, LaBella will prepare the necessary Agreements, Notice of Award, and Notice to Proceed for execution by the Village and Contractor. LaBella will assist the Village and Village’s Attorney in verifying the adequacy of the contractor submitted agreements, bonds, and insurances. Upon execution, LaBella will provide original copies of the executed construction contract to both the Village and the selected contractor.

Fee: \$3,800 time and materials fee estimate (includes preparation of front-end bid documents which will be delivered with the Phase 0100 Design Phase Contract Documents).

Phase 0300 –Construction Phase Services

Scope: LaBella will provide professional services to help administer the construction phase (Construction Administration and Construction Inspection, CA/CI.) of the project. These services will be provided on an as-needed / on-call / hourly basis and may include:

- Review of submittals and shop drawings.
- Provide full time construction inspection services.
 - We assume a 2-month construction schedule including 20 full time days on site.
- Review and respond to requests for information (RFIs) related to clarifying the scope of work.
- Perform one site visit to verify the construction generally conforms to the project details, specifications, and industry standard practices during construction and one Final punch list site visit at substantial completion.
- Correspond with the Authority Having Jurisdiction overseeing this project to relay our observations at project completion, if required.

Fee: \$20,000 time and materials fee estimate

We will bill for actual time spent and reimbursables such as milage and drawings reproduction. Invoices will be issued monthly for all services performed during that month and are payable upon receipt.



Limitations: Responding to RFIs or design of retrofits, repairs or corrections related to contractor deviations, field conditions or other variables outside of our control is not included but can be provided as an additional service if requested.

AUTHORIZATION

If accepted by the Village, it is understood that this project assignment would be under LaBella Engineering Services Term Agreement with the Village of Ballston Spa approved by the Village board on July 24, 2023. LaBella will invoice our services in accordance with our term contract. Receipt of a purchase order or this signed proposal will be our authorization to proceed with this work.

We look forward to continuing our work together, and if you have any questions, please do not hesitate to contact me at (518) 266-7329 or LCosh@LaBellaPC.com.

Sincerely,

Lanson A. Cosh, P.E., NYCSCCO
Senior Structural Engineer
ecc: Joe Lanaro; Reuben Hull; file

Client Name (printed): _____

Client Signature / date: _____