

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.

July 24, 2023

Mayor

Trustee

Trustee

Trustee

Trustee

Village of Ballston Spa Abstract of Audited Vouchers

<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: <none>								
Curtis Lumber Company, Inc.			1626					
	7/12/2023	2307-005105		AA.3120.405.000	Police CE - Supplies	18.99		
		<u>Curtis Lumber Company, Inc. Total</u>				18.99		
		Total for Voucher Type: <none>				18.99		
Voucher Type: Regular								
Ace Pest Control			1605					
	6/27/2023	21776493		AA.1410.400.000	Village Clerk CE - Contracts	42.00		
		<u>Ace Pest Control Total</u>				42.00		
Allerdice Building Supply, Inc			1595					
	5/31/2023	2305-035898		AA.1640.404.000	Central Garage CE - Repairs & Maint.	26.99		
	6/12/2023	2306-050788		AA.7180.404.000	Spec Rec Fac CE - Repairs & Maint	41.96		
	6/16/2023	2306-054956		AA.7140.404.000	Playgrounds/Kelly Park CE - Repair & Maint	10.00		
	6/16/2023	2306-055063		AA.7140.404.000	Playgrounds/Kelly Park CE - Repair & Maint	15.04		
	6/16/2023	2306-055644		AA.7140.404.000	Playgrounds/Kelly Park CE - Repair & Maint	68.06		
	6/20/2023	2306-060180		AA.7140.404.000	Playgrounds/Kelly Park CE - Repair & Maint	14.36		
	6/21/2023	2306-060998		AA.7140.404.000	Playgrounds/Kelly Park CE - Repair & Maint	8.69		
	6/21/2023	2306-061134		AA.7140.404.000	Playgrounds/Kelly Park CE - Repair & Maint	6.05		
	6/21/2023	2306-061719		AA.5110.404.000	Street Administration CE - Repairs & Mai	34.15		
	6/23/2023	2306-063531		AA.7140.404.000	Playgrounds/Kelly Park CE - Repair & Maint	73.20		
	7/03/2023	2307-075042		AA.7140.404.000	Playgrounds/Kelly Park CE - Repair & Maint	38.14		
	7/06/2023	2307-077998		AA.7140.404.000	Playgrounds/Kelly Park CE - Repair & Maint	78.00		
	7/06/2023	2307-078271		AA.7140.404.000	Playgrounds/Kelly Park CE - Repair & Maint	194.82		
	7/07/2023	2307-078928		AA.7140.404.000	Playgrounds/Kelly Park CE - Repair & Maint	18.87		

Village of Ballston Spa Abstract of Audited Vouchers

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Allerdice Building Supply, Inc Total								
Amazon Business			1559					
	5/31/2023	1T4N-QDM3-FYPH		AA.1410.405.000	Village Clerk CE - Other	25.61		
	6/21/2023	1K43-LQN4-194Q		AA.3620.405.000	Safety Inspection CE - Supplies	112.97		
	6/29/2023	1FGJ-N61D-C7FH		AA.1410.405.000	Village Clerk CE - Other	67.99		
	6/29/2023	1G93-WKXD-94M1		AA.7180.405.000	Spec Rec Fac CE - Supplies	235.33		
	7/05/2023	1TTK-1LRQ-6LHP		AA.7180.405.000	Spec Rec Fac CE - Supplies	11.90		
	7/06/2023	1RMT-9LPN-JF13		AA.5110.405.000	Street Administration CE - Supplies	101.98		
	7/09/2023	1FVC-FJVM-XDPR		AA.8340.404.000	Transmission & Distribution - CE - Repair	21.89		
						646.32		
						17.99		
						646.32		
Amazon Business Total						577.67		
American Delivery Solutions			1582					
	6/28/2023	710		AA.7180.405.000	Spec Rec Fac CE - Supplies	1,145.00		
	7/06/2023	736		AA.7180.405.000	Spec Rec Fac CE - Supplies	1,227.50		
American Delivery Solutions Total						2,372.50		
Baker & Taylor			1538					
	6/20/2023	5018413991		LL.7410.405.000	Library CE - Supplies	6.03		
	6/21/2023	5018412261		LL.7410.405.000	Library CE - Supplies	281.32		
	6/21/2023	5018412264		LL.7410.405.000	Library CE - Supplies	394.11		
Baker & Taylor Total						681.46		
						150.00		
						150.00		
Center Point Large Print			1636					
	7/01/2023	2024985		LL.7410.405.000	Library CE - Supplies	97.08		
Center Point Large Print Total						97.08		
Curtis Lumber Company, Inc.			1581					
	6/12/2023	2306-166601		AA.5110.404.000	Street Administration CE - Repairs & Mai	54.99		
	6/13/2023	2306-174107		AA.3120.404.000	Police CE - Repairs & Maint	17.99		
	6/15/2023	2306-185495		AA.7180.404.000	Spec Rec Fac CE - Repairs & Maint	111.76		
	6/21/2023	2306-209448		AA.5110.404.000	Street Administration CE - Repairs & Mai	23.88		

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	6/25/2023	2306-229821		AA.7110.404.000	PARKS - Wiswall & Iron Spring CE - Repair	39.90		
	6/26/2023	2306-231837		AA.7110.404.000	PARKS - Wiswall & Iron Spring CE - Repair	82.29		
	6/26/2023	2306-234411		AA.7110.404.000	PARKS - Wiswall & Iron Spring CE - Repair	15.36		
	6/27/2023	2306-239170		AA.1640.405.000	Central Garage CE - Supplies	9.99		
	6/28/2023	2306-243874		AA.5110.404.000	Street Administration CE - Repairs & Mai	129.22		
	6/30/2023	2306-258213		AA.7140.404.000	Playgrounds/Kelly Park CE - Repair & Maint	14.07		
	7/05/2023	2307-271882		AA.5110.405.000	Street Administration CE - Supplies	56.98		
	7/07/2023	2307-286753		AA.7140.404.000	Playgrounds/Kelly Park CE - Repair & Maint	13.99		
	7/10/2023	2307-296142		AA.7140.404.000	Playgrounds/Kelly Park CE - Repair & Maint	9.18		
	7/10/2023	2307-296409		AA.7140.404.000	Playgrounds/Kelly Park CE - Repair & Maint	4.00		
	7/11/2023	2307-001146		AA.3120.404.000	Police CE - Repairs & Maint.	132.62		
	7/11/2023	2307-001649		AA.3120.404.000	Police CE - Repairs & Maint.	65.80		
		Curtis Lumber Company, Inc. Total				<u>782.02</u>		
De Lage Landen Financial Svce			1627					
	7/04/2023	80281614		LL.7410.406.000	Library CE - Other	21,385.03		
	7/08/2023	80368015		LL.7410.406.000	Library CE - Other	130.00		
		De Lage Landen Financial Svce Total				<u>21,515.03</u>		
			1557					
	7/13/2023	20230713		AA.9060.800.000	Medical Insurance (Village Share) EB	15.00		
						<u>15.00</u>		
Demco			1635					
	7/05/2023	7329509		LL.7410.405.000	Library CE - Supplies	142.27		
		Demco Total				<u>142.27</u>		
EFPR Solutions			1555					
	6/29/2023	342226		AA.1325.400.000	Treasurer CE	3,600.00		
		EFPR Solutions Total				<u>3,600.00</u>		
Eos Technologies			1543					
	6/30/2023	40791		AA.3411.406.000	E.M.L. Fire Edpt CE - Other	400.00		
	6/30/2023	40791		AA.1110.400.000	Justices CE	400.00		

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Generations Bank - BOND			1643					
	6/20/2023	VOBS-R1/001		AA.9710.600.000	Debt Service - Principle	78,086.53		
		VOBS-R1/001						
	6/20/2023	VOBS-R1/001		AA.9710.700.000	Debt Service - Interest	5,836.32		
		VOBS-R1/001						
		Generations Bank - BOND PAYMENTS Total				<u>83,922.85</u>		
Highway Traffic Supply			1588					
	7/07/2023	064249		AA.5110.404.000	Street Administration CE - Repairs & Mai	100.95		
						<u>100.95</u>		
Highway Traffic Supply Total								
J & R Welding Supply Co.			1565					
	6/07/2023	2047250		AA.1640.405.000	Central Garage CE - Supplies	23.54		
	6/12/2023	2047272		AA.1640.405.000	Central Garage CE - Supplies	338.00		
		J & R Welding Supply Co. Total				<u>361.54</u>		
Jc Smith, Inc.			1589					
	7/06/2023	1686985		AA.5110.404.000	Street Administration CE - Repairs & Mai	298.20		
						<u>298.20</u>		
Jc Smith, Inc. Total								
Midwest Tape			1541					
	7/03/2023	504016934		LL.7410.405.000	Library CE - Supplies	23.24		
	7/03/2023	504021688		LL.7410.405.000	Library CE - Supplies	29.98		
	7/10/2023	504048292		LL.7410.405.000	Library CE - Supplies	60.72		
		Midwest Tape Total				<u>113.94</u>		
NAPA *Saratoga Auto Supply			1609					
	6/15/2023	947379		AA.1640.405.000	Central Garage CE - Supplies	-89.52		
	6/20/2023	948617		AA.1640.405.000	Central Garage CE - Supplies	133.72		
	6/22/2023	949015		AA.3120.404.000	Police CE - Repairs & Maint.	3.40		
	6/27/2023	950249		AA.1640.405.000	Central Garage CE - Supplies	4.57		
	6/28/2023	950486		AA.1640.405.000	Central Garage CE - Supplies	50.00		
	7/03/2023	951580		AA.1640.405.000	Central Garage CE - Supplies	60.32		
	7/03/2023	951653		AA.5110.404.000	Street Administration CE - Repairs & Mai	39.26		
	7/03/2023	951754		AA.5110.404.000	Street Administration CE - Repairs & Mai	6.69		
	7/05/2023	952008		AA.3120.404.000	Police CE - Repairs & Maint.	471.18		
	7/06/2023	952570		AA.3120.404.000	Police CE - Repairs & Maint.	28.49		
	7/10/2023	953255		AA.3120.404.000	Police CE - Repairs & Maint.	28.49		
	7/10/2023	953256		AA.3120.404.000	Police CE - Repairs & Maint.	-28.49		

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NAPA *Saratoga Auto Supply Total	7/12/2023	954013		AA.3120.404.000	Police CE - Repairs & Maint	50.50		
						<u>758.61</u>		
Northway Communications, LLC			1639					
	4/13/2023	E2327		AA.5110.405.000	Street Administration CE - Supplies	1,774.40		
	4/13/2023	E2356		AA.5110.405.000	Street Administration CE - Supplies	179.00		
Northway Communications, LLC Total						<u>1,953.40</u>		
Power Plan			1640					
	5/26/2023	20230714		AA.5110.404.000	Street Administration CE - Repairs & Mai	60.27		
						<u>60.27</u>		
Power Plan Total								
Ringsquared Telecom LLC			1637					
	7/04/2023	IN125112		AA.1620.402.000	Shared Services CE - Front-Phone/Inter	106.22		
	7/04/2023	IN125112		AA.3412.402.000	Union Fire Dept CE - Phone & Internet	123.41		
	7/04/2023	IN125112		AA.3620.402.000	Safety Inspectors CE - Phone & Internet	111.06		
	7/04/2023	IN125112		AA.1640.402.000	Central Garage CE - Phone & Internet	127.85		
	7/04/2023	IN125112		GG.8120.402.000	Sanitary Sewers CE - Phone & Internet	33.86		
	7/04/2023	IN125112		AA.8340.402.000	Transmission & Distribution - CE - Phone	334.82		
	7/04/2023	IN125112		AA.7180.402.000	Spec Rec Fac CE - Phone & Internet	12.26		
	7/04/2023	IN125112		LL.7410.402.000	Library CE - Phone & Internet	254.54		
	7/04/2023	IN125112		AA.3120.402.000	Police CE - Phone & Internet	384.04		
	7/04/2023	IN125112		AA.1110.402.000	Justices CE - Phone & Internet	90.06		
	7/04/2023	IN125112		AA.3411.402.000	E.M.L. Fire Dept CE - Phone & Internet	109.52		
						<u>1,687.64</u>		
Ringsquared Telecom LLC Total								
Seeley Office Systems			1632					
	7/10/2023	0111304-001		LL.7410.405.000	Library CE - Supplies	242.79		
	7/10/2023	0111307		LL.7410.405.000	Library CE - Supplies	108.36		
Seeley Office Systems Total						<u>351.15</u>		
SIENA FENCE CO			1606					
	6/21/2023	27261		AA.5110.404.000	Street Administration CE - Repairs & Mai	130.00		
SIENA FENCE CO Total						<u>130.00</u>		

Shared-Use Path/Sidepath

Shared-use paths typically align within former rail corridors, along rivers, and through parks while sidepaths are located adjacent to and parallel with a roadway. Sidepaths can offer a high-quality experience for users of all ages and abilities compared to on-road facilities. While more expensive than on-street bikeways, shared-use paths and sidepaths can help promote bicycle tourism and economic development. Additional design considerations at driveways and side street crossings are also needed for sidepaths to address potential conflicts.



VHB photo of shared-use/sidepath

Pedestrian Connectivity

Consistent with previously completed studies, many comments received on the project website, interactive map, and public input sessions noted the need for improved sidewalk conditions and infill of existing gaps in sidewalk infrastructure. Primary areas recommended for Village sponsored sidewalk construction include Hyde Boulevard, East High Street, West High Street, and Malta Avenue. As noted previously, pursuant to Village Law, property owners in the Village are responsible for the maintenance of sidewalks that border their properties. The Village code also states that sidewalks constructed to the appropriate Village standards can be reimbursed at a rate of \$2.50 per square foot of sidewalk and curbing with proper receipts and billing information. This program is intended to help offset the cost of the sidewalk construction or repair borne by the property owner. Based on the sidewalk conditions assessment summarized on Figure 4, many of the existing sidewalks in the Village are in disrepair indicating that property owners are not adequately maintaining the sidewalks adjacent to their property. To further incentivize property maintenance and repair, the Village could increase the reimbursement amount or enforce the sidewalk maintenance policy and begin levying fees for substandard sidewalks. As cost of materials has increased, the Village may wish to re-evaluate the reimbursement program.

In addition to sidewalk infill, marked crosswalks may be beneficial at multiple locations in the study area. While often unmarked, crossings are legally allowed at an intersection. Often, due to budgeting and maintenance constraints, municipalities may choose to limit pavement striping, including crosswalks, within the municipality. Striping should be installed at key crossing locations near schools and at major pedestrian destinations (like Front and Bath Streets). High-visibility crosswalks were ranked as a high priority during the Virtual Public Meeting. In addition to these key locations, the SAC identified the need for a crossing of NY Route 50 near the south Village line to serve residents travelling to and from destinations in the Town of Ballston outside of the Village. Representatives of the Village should coordinate with representatives from the Town of Ballston and NYSDOT to identify the preferred crossing in this area.



VANDER MOLEN
FIRE APPARATUS
SALES & SERVICE

ANNUAL SERVICE AGREEMENT BETWEEN

**VANDER MOLEN INC. AND
THE VILLAGE OF BALLSTON SPA, NY**

FOR THE SERVICE YEAR JUNE 1, 2023 THROUGH JUNE 1, 2024.

VANDER MOLEN, INC. SHALL BE THE SOLE SOURCE SERVICE PROVIDER FOR
THE VILLAGE OF BALLSTON SPA, NY FIRE DEPT'S

GUARANTEED RATES FOR DURATION OF THIS CONTRACT:

HOURLY SERVICE: \$135 Per Shop Hour / \$145 Per Road Hour

TRAVEL TIME: \$85 Per Hour, round trip, based on MapQuest time from our Ballston Lake service shop. **THIS FEE WILL BE WAIVED FOR ALL ROUTINE PREVENTATIVE MAINTENANCE. FOR AFTER HOUR AND EMERGENCY SERVICE CALLS TRAVEL WILL BE BILLED AT \$225 PER HOUR BASED ON MAPQUEST FROM THE HOME OF THE ON CALL SERVICE TECHNICIAN.**

Preventative maintenance inspections will be performed in accordance with NFPA 1911 (Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus) as well as in accordance with the NYS Motor Vehicle Inspection Guidelines.

UNITS TO BE SERVICED

**13-2: 1 SERVICE PER YEAR Estimated cost of \$3500.00 per service
Includes complete PM service, Aerial Service, & NYSI**

**13-3: 1 SERVICE PER YEAR - Estimated cost of \$2200.00 per service
Includes complete PM service & NYSI**

**13-4: 1 SERVICE PER YEAR - Estimated cost of \$2200.00 per service
Includes complete PM service & NYSI**

**14-1: 1 SERVICE PER YEAR - Estimated cost of \$2200.00 per service
Includes complete PM service & NYSI**

**14-2: 1 SERVICE PER YEAR - Estimated cost of \$1800.00 per service
Includes complete PM service & NYSI**

224 Wellington Road, Dewitt, NY 13214
(315) 952-7787

1 Super 50 Way, Ballston Lake, NY 12019
(518) 288-3587



**VANDER MOLEN
FIRE APPARATUS
SALES & SERVICE**

**14-3: 1 SERVICE PER YEAR - Estimated cost of \$2200.00 per service
Includes complete PM service & NYSI**

**14-4: 1 SERVICE PER YEAR - Estimated cost of \$2200.00 per service
Includes complete PM service & NYSI**

NFPA Annual Pump Test will be \$400 per unit

Annual Ladder Testing can be performed at an estimated cost of \$1200

Vander Molen Fire service shop number is 518-288-3587

Vander Molen Fire after hours on call tech number is 680-800-5015

AGREED UPON BY VANDER MOLEN FIRE APPARATUS SALES AND THE
VILLAGE OF BALLSTON SPA, NY ON THIS DATE: _____

FRANK ROSSI
VILLAGE OF BALLSTON SPA MAYOR

LARRY GATES
VANDER MOLEN FIRE GENERAL MANAGER

FUN1 ENTERTAINMENT SERVICES, LLC

RENTAL AGREEMENT, RELEASE & ACKNOWLEDGEMENT OF RISKS

Lessee Name: Mayor Frank S. Rossi, II
Village of Ballston Spa
Event Date: 8/20/23
Today's Date: 2/13/23 (revised 7/17/23)
Lessee Phone 518-992-5122

Style of Inflatable: 10 inflatables

Rental Time: 10-5, del 7 am

Generator: No

Lessee Address: Village of Ballston Spa

Leasing Co. Name: FUN1 ENTERTAINMENT
SERVICES, LLC

Leasing Co. Addr: 678 Route 67
Ballston Spa, NY 12020

Email: mayor@villageofballstonspa.org

FUN1 ENTERTAINMENT SERVICES, LLC to provide:

10 Inflatables to include:

Side Exit Obstacle Course
Radical Run Obstacle Course
Wave of Fire Slide
Screamer Slide
5 in 1 Combo
Sports Arena
Humvee
Large Castle
Giraffe
Jungle Adventure

10 staff members from 10 am to 5 pm

Delivery/Set up/Breakdown

NO CHARGE

TOTAL DUE:

\$6,200.00

Delivery: To address specified by the lessee / renter (customer). Lessee grants right to enter said property for the delivery and pick-up of equipment at approximately specified times. This is a contract of RENTING only, and not of sale. The undersigned lessee / renter agree that he / she has rented the item(s) herein described upon the express condition that it will at all times remain the property of the leasing company named above.

I, the lessee / renter, agree to pay, when due, all charges which accrue as a result of this rental, including rental fees and any fees that arise as a result of the repair or replacement of the rented equipment due to damages to the equipment while in my possession.

All charges / rental fees are based upon the time that the rented item(s) are in my possession, whether in use or not. I, the lessee / renter, agree to supervise both the equipment and its use at all times in which said equipment is in my possession. Accompanying this contract, or printed on the safety label on the unit itself, is a set of directions for use and safety rules, which I agree to follow and utilize at all times during the operation and use of all equipment that I am renting from the above named Leasing Company.

I understand and acknowledge that the activity to be engaged in through my rental of the aforementioned inflatable play structure / ride, brings with it both known and unanticipated risks to my guests and my invitees and / or myself. Those risks include, but are not limited to falling, slipping, crashing and colliding, and could result in injury, illness, emotional distress, death, and property damage to myself or my guests and invitees.

The Leasing Company will provide proof of insurance showing general liability coverage of at least one million dollars.

I voluntarily release, indemnify, hold harmless and discharge the Leasing Company (listed above) from all liability, claims demands, actions, or rights of actions, whether personal to me, my children or to a third party which are related to arise of, or are in any way connected with my rental of the inflatables, carnival games and other rental equipment including those allegedly attributable to negligent acts or omissions. I agree to reimburse any reasonable attorneys fees and costs, which may be incurred by the Leasing Company (listed above) that I am renting from in the defense of any such liability claim, demand, action or right of action.

Lessee's Initials _____

In the event that I file a lawsuit against the above named Leasing Company I agree that the substantive law of the state in which the above named Leasing Company presides shall apply in that action without regard to the conflict of law of that state.

I acknowledge that I have adequate homeowner's insurance, tenant insurance, and / or other liability insurance to cover any bodily injury or property damage, which might occur to my guests, my invitees, or me from the rental and use of the aforementioned inflatable / equipment.

Lessee's Initials _____

ABSOLUTELY NO Silly String, gum, candy, food, drinks or other sticky substances are allowed in or on the inflatable unit. If upon pick-up of the unit, cleaning is necessary due to the presence of such substances, a \$50.00 cleaning fee will be imposed.

Do not remove the inflatable from the area where it was installed. If the inflatable unit moves, pull it by one or its corners back to its original location of installation. Keep the inflatable unit away from swimming pools. Should the unit begin to deflate, do the following: First, if the motor stopped, make sure that it has no been unplugged. If the motor is still running, check the air intake on the side of the motor for blockage, and check both blower tubes on the inflatable unit to make sure that they are tightly tied off. No alteration in or attachments to the inflatable unit are allowed, period.

Lessee agrees to keep the inflatable unit in his/her possession at all times. Lessee is, under no circumstance, allowed to sublease, rent, sell, remove from the delivery address, or otherwise transfer the inflatable unit. The inflatable unit will remain the property of the lessor and may be removed by lessor at any time after the termination of this rental agreement.

Weather Policy and Deposits: Due to certain weather conditions (heavy rain, high winds or too cold), the leasing company reserves the right to cancel your reservations prior to your rental and give you a full refund of any funds (including deposit) paid. If the lessee cancels more than 10 days from the event date a fee equal to the deposit will be applied. If the lessee cancels with less than 10 days' notice, a 50% cancellation fee will be charged. If your function is cancelled due to inclement weather, 48 hours prior to the event date, The Leasing Co. will reschedule your event to another available date within 90 days of contracted date. If you decide to keep the reservation and it rains during your event, there will be NO refunds, discounts, or rain checks.

EVENT BALANCE IS DUE 1 HOUR PRIOR TO START TIME

I acknowledge and certify, with my signature below, that I have had sufficient opportunity to thoroughly read this document, that I understand its content and that I execute it freely, intelligently, and without duress of any kind, and agree to be bound by its terms.

Leasing Co. : FUNI ENTERTAINMENT SERVICES, LLC

Lessee Signature: _____

Leasing Co. Addr: 678 Route 67
Ballston Spa, NY 12020

Print Name: _____

Date: _____

Professional Services Agreement

Agreement made the _____ day of _____, 20__
between

LaBella Associates, D.P.C.
("LaBella")

and

Jeff Gawrys, Village DPW Supervisor
Village of Ballston Spa
DPW Facility,
31 Charlton Street, Ballston Spa NY 12020
dpw@villageofballstonspa.org
(518) 857-8170
("Client")

for services related to the following Project:

Proposal for Architectural/Engineering Feasibility Study for the
New Village DPW Garage.
31 Charlton Street, Ballston Spa, NY 12020
P2302736
("Project")

LaBella and Client hereby agree as follows:

Description of Services: LaBella shall perform the services set forth and described in LaBella's proposal, dated 04-21-2023_, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

Compensation for Services: A retainer in the amount of \$ N/A shall be required prior to the initiation of services. This retainer will be held until the end of the Project and applied to Client's final invoice. Any excess amount shall be returned to Client. Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

Term: LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed and final payment has been received from Client, or as otherwise provided in this Agreement.

Insurance: LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

Indemnification: To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement.

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella's consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella's consultants shall not exceed \$50,000 or LaBella's total fee for services rendered on this Project, whichever is greater.

LaBella Associates, D.P.C.

Client Name

By: _____
Pasquale Marchese, AIA
Name _____
Senior Project Manager
Title _____
Date: _____

By: _____
Name _____
Title _____
Date _____

Exhibit A
LaBella's Proposal



April 21, 2023

Jeff Gawrys, Village DPW Supervisor
Village of Ballston Spa
DPW Facility,
31 Charlton Street, Ballston Spa NY 12020
dpw@villageofballstonspa.org
(518) 857-8170

RE: Proposal for Architectural/Engineering Feasibility Study for the New Village DPW Garage.
31 Charlton Street, Ballston Spa, NY 12020- P2302736

Dear Jeff,

LaBella Associates (LaBella) are pleased to submit this proposal for Architectural/Engineering feasibility design services associated with the New Village DPW Garage.

PROJECT BACKGROUND & UNDERSTANDING

The existing DPW facility for the Village is outdated and at the end of its useful life. From a preliminary evaluation, the expenses to upgrade the existing facility to meet Health/Safety/Code requirements and current Department needs can easily be more costly than constructing a new facility, and this Feasibility Study will try to clarify and confirmed it.

The existing Village Public Works property is about 1. +/-, located in the in the Village Boundaries on 31 Charlton Street. The current property configuration limits its usability, especially considering site layout and topography.

The existing facility hosts a scattered bays layout with multiple change in elevations, carved offices spaces, storage, breakroom and noncompliance bathrooms. Including on the existing site, there are some areas allocated for gravel, small salt structure and an above ground diesel tank with fuel.

LaBella Municipal Team will provide to The Village all documentation related to the Existing Building Assessment and Operations that will facilitate the Village of Ballston Spa to plan for the new facility. LaBella will provide design options for The Village evaluation and inputs. Deliverables will reflect all the data and designs developed during the Concept Design sessions. A potential Final Opinion of probable cost estimate will be provided based on the design concept developed.

SCOPE OF SERVICES

LaBella full-service Team will provide usual and customary professional services including the following items, which are broken down by Phases. Our fee is based on providing the services as described herein, with review meetings following each Phase submission. Labella Team will research applicable design criteria, attend meetings, communicate with members of the client team, report progress and provide a feasibility study report.

PHASE 1 - SITE PLAN & EXISTING CONDITIONS EVALUATIONS

LaBella's Team will visit the project location and collect all the information available concerning the current space to generate existing conditions for Architectural, Mechanical, Electrical, Plumbing (MEP), and Structural items/fixtures/devices/equipment necessary to evaluate the space for the proposed use. Our team, thru the review of existing blueprints and building assessment, will develop the existing buildings

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www.labellapc.com



assessment and space utilization reports, to understand how the Village operates the existing Facilities.

Our scope will include the following:

- Site Plan identifying Existing Parking, Storage Material Needs and Fuel Pumps area.
- Space dimensioning and data collection.
- Review existing mechanical, electrical and plumbing system capabilities, and requirements
- Preliminary Code review, of the existing facility, based on 2020 NYS Uniform Fire Prevention and Building Code, including occupancy classification/allowable occupant load, and applicable requirements for means of egress/exiting requirements, fire separations, minimum plumbing fixtures, and accessibility (Identifying all the deficiencies)
- Generate existing condition base drawings.

PHASE 2 – CONCEPT DESIGN

Today's Municipality garage needs are changing more than ever before, and our understanding of municipal operation and space need is dramatically different. Space needs analysis will test the current facilities capacity and utilization through the lens of Municipal's identity in the local market. Our team will look critically at available spaces for training, logistics, maintenance, as well as their utilization.

Analytical in nature, our team will begin with the focus group engagements with key stake holders. After obtaining key data such as operation schedules, services offerings, and room configuration settings, our team will quickly create a baseline metric of current utilization. This will then be tested throughout as we analyze possible growth projections and recommended special configuration for the new facility. The goal is to optimize space usage while maintaining The Village vision.

- Demolition plans for removals of existing component, fixtures and equipment.
- Preliminary/Concept floor plan and Site layouts, identifying Bays Area, Breakroom, Storage/Office Area, Toilet room, including Cross-section for headroom clearance
- Life safety code compliance analysis based upon requirements of governmental authorities having jurisdiction.

PHASE 3 – PROBABLE COST ESTIMATE

LaBella Municipal Team in collaboration with The Village will develop a probable cost estimate, incorporating significant design items and structures.

ASSUMPTIONS/EXCLUSIONS

LaBella has made the following assumptions in the preparation of this proposal:

- Hazard Materials Testing and Reports not included.
- Geotechnical Study not included.
- Construction/Permit Documents are not included.
- Furniture, Fixtures & Equipment (FF&E) design and selection not included.
- Detailed special casework design and details are not included.
- Design of special systems, including phone/data/security etc. not included.
- Tests and inspections, including asbestos survey prior to demolition, are not included.

LaBella will be happy to provide any of the above-mentioned services as an additional service, if needed.



FEE

LaBella will complete the services described in this proposal for a hourly rate not to exceed fee of **\$12,250**, as broken down below.

Phase 1	\$2,750
Phase 2	\$5,500
Phase 3	\$3,500
<u>Reimbursable Expenses (est.-Billed at cost)</u>	<u>\$500</u>
Total Combined Fee	\$12,250

RATES:

Sr. Project Manager	\$135.00/ hour
Architect/Eng.	\$110.00/ hour
Arch./Eng. Designer	\$75.00/ hour
Mileage	Standard Rate

Our standard agreement and terms and conditions are attached to this proposal. If this proposal is acceptable to you, please sign the agreement in the space indicated and return a copy to us.

Thank you for the opportunity to bid on this proposal. We look forward to working with you on this project.

If you have questions, please contact me directly at (518) 540-4922 or pmarchese@labellapc.com.

Very truly yours,

LABELLA ASSOCIATES, DPC

Pasquale Marchese, AIA – LEED AP BD+C
Senior Project Manager

Copy: File

Exhibit B
Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall not at any time supervise, direct, control or have authority over any contractor or subcontractor's work, nor shall LaBella have authority over, or be responsible for, the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor, or the safety precautions and programs incident thereto, for safety or security at the Project location, nor for any failure of a contractor or subcontractor to comply with laws and regulations applicable to the performance of their work and the furnishing of materials on the Project. LaBella shall not be responsible for the acts or omissions of any contractor or subcontractor.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding, and site access to, the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances or injurious conditions. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or any supplemental proposal or contract modification, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project or as required by law. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights and the right to reuse the documents. Upon payment in full for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Client and Client's contractors and other consultants may rely only upon printed copies (also known as hard copies) of documents that are signed and sealed by a licensed professional employed by LaBella. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies shall govern. Any electronic copies (files) provided by LaBella will be provided solely as a convenience and shall not be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a licensed professional employed by LaBella. Client is advised that electronic copies of documents can deteriorate or be inadvertently modified without LaBella's consent or may otherwise be corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of documents.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services is subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

LaBella may suspend its performance under this Agreement if any delinquent amounts due for services and expenses have not been paid. LaBella may refuse to release drawings, plans, specifications, reports, maps, materials and any other instruments of service prepared by LaBella

for Client until all arrearages are paid in full. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period. In any event, without regard to the party terminating the Agreement, Client shall remit payment of all amounts that are not in dispute no later than thirty (30) days after the date of each invoice.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but, to the fullest extent permitted by law, neither party shall be liable to the other for any special, incidental, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. If LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right

accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

Village of Ballston Spa Revenue Advisory Committee Charter Statement

The Village of Ballston Spa Revenue Advisory Committee ("RAC") shall be formed in order to assist the Village Board of Trustees in developing strategies and identifying opportunities to increase the revenues of the Village, which are necessary for the proper maintenance and upkeep of village facilities and infrastructure. The RAC will seek to identify and study revenue opportunities, including those used by other municipalities that may be available to the Village. The final goal and product of the RAC is a set of revenue recommendations for the Board of Trustees's consideration.

The RAC will focus on the following three sources of revenue, in the following sequence:

1) Water and Sewer Revenue

~~As a first order of business, the RAC will meet with Trustee Kormos to review and discuss with her an analysis and proposal she has developed for water revenue enhancement, as well as possible alternatives.~~

The RAC should develop a set of water and sewer recommendations by October 2023.

2) Parking Revenue

~~The RAC should develop a set of parking recommendations by January 2023.~~

~~Per existing committee policy a Trustee chosen by the majority of Board members will act as liaison to the RAC and will participate in the analysis of village data but will not vote on recommendations.~~ The RAC will submit its findings and recommendations to the Village Board of Trustees.

The RAC will consist of seven members appointed by the Board of Trustees following the Committee Policy and approved by the Village Board. The members of RAC will choose a Chair of the RAC, who will be responsible for convening and presiding over meetings, keeping RAC records and presenting its recommendations. The committee will meet at such times as the majority may determine. The RAC will keep minutes of the meetings and record all such data as is necessary to provide information for such recommendations and its records shall be available to the Village at any time, including for the production to the public upon request under the NYS Freedom of Information Law.

The RAC will have full and complete access to otherwise public financial and other records of the Village, as they may be requested by the RAC. The members of RAC may also meet with department heads and other village staff as deemed appropriate by a majority of the RAC members.

~~The RAC is not considered a Public Body under New York State law; has no power to take final action and therefore falls outside the scope of the Open Meetings Law.~~ RAC will, however, conduct its meetings with notice of meetings and attendance by the public is welcomed. The RAC can meet without a quorum but cannot vote on matters without a quorum.

July 8, 2023

Trustee Kormos

Treasurer's Report

7.24.2023

1. **Total July Sales Tax receipts** were \$16,085,918. This amount was approximately \$2.2 million (+17.63%) **higher** than the \$13.6 million received in July last year. Ballston Spa received \$139,014. The Village received a distribution on July 21, 2023.
2. The water bills have been calculated including, no meter read fees, and are ready to be mailed in time to reach residents by bill date of August 1st, with a due date of September 1st. The total of non-meter read residents came to 265 with a total anticipated revenue of \$13,250.
3. Anticipated Utility revenue for the billing cycle 2023-2 is as follows:

Water Outside of Village	\$299,655	
Water Inside of Village	\$184,295	
Total		\$483,950
Sewer Outside of Village	\$44,378	
Sewer Inside of Village	\$86,864	
Total		\$131,242
Grand Total		\$615,192



July 13, 2023

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

RE: Water Service Request
318 Emmett Street, Town of Milton, Saratoga County, NY
LaBella Project Number: 2222867

Mayor Rossi:

The Village of Ballston Spa has received a request to provide water service to a single-family residence located at 318 Emmett Street in the Town of Milton. Design drawings for the proposed service were not provided. Enclosed, please find maps that detail the location of 318 Emmett (Tax ID. 203.14-2-20), as well as a map of the village's water system with the general location of the request indicated. The tax map is sourced from data made public by Saratoga County.

Evaluation of this request included review of water system modeling provided to LaBella by the village, as well as consultation with the village's Chief Water Operator. The model used for analysis was prepared by the previous Village Designated Engineer and was developed using WaterCAD by Bentley. Please note that comments provided herein are specific to the water request only and do not include zoning, site, planning or building code considerations. We offer the following comments:

- The village currently maintains an existing 12-inch diameter ductile iron water main located along Emmett Street. The existing main is understood to pass directly in front of the parcel in question.
- Based on a review of the water system model created by the previous Village Designated Engineer, the available water pressure in this area of the system is 30-35 psi during an average day demand scenario.

The Recommended Standards for Water Works 2018 edition (commonly referred to as the 10 States Standards) states that "the normal working pressure in the distribution system should be approximately 60 to 80 psi and shall not be less than 35 psi unless otherwise approved by the reviewing authority." Modeling shows available pressures fail to meet guidance values.

LaBella understands that the village has a precedent for approving water system connections on Emmett Street with similarly low pressures. Specifically, it is known that service was established to a residence located at neighboring 311 Emmett Street. Establishing service to 318 Emmett would indeed disregard guidance values established by the 10 States Standards; should the village elect to approve the request regardless, please consider the following:

- Per Chapter 200 of the Village Code:
 - No person (including plumbers) other than employees of the Village of Ballston Spa shall make any extension of, addition to, or connection with any main or water pipe



- without first obtaining a permit signed by the Village Clerk and approved by the Superintendent of the Water Department.
- No water or sewer main may be tapped after November 1 and before April 1 in each year except as may be permitted for emergencies.
 - A double or duplex house or other building must be supplied with two separate water service lines.
 - Upon written application for a new or replacement water service connection, fees shall be paid to the Village of Ballston Spa for tapping the main, including corporation cock, curb cock and curb box. A base water system tapping fee of \$800 will be required for any new connection. In addition to the base tapping fee, a supplemental fee of \$250 for a ¾-inch tap or \$350 for a 1-inch tap will be required. In addition thereto, payment for the cost of copper tubing and other materials used must be paid to the Village.
 - Prior to the connection to the Village of Ballston Spa water system, all outside users not within an approved water district must deposit in escrow with the Village Clerk such fees as are set fourth from time to time by resolution of the Village.
 - All water service pipe with a nominal diameter of two inches and less for domestic purposes shall be Type K copper from the service tap at the water main to the curb box located at the street right-of-way.
 - On the private side of the curb box, pipe shall be either Type K copper or high-density polyethylene (HDPE). HDPE services require installation of a bare 8 AWG tracer wire to be terminated in the service valve box.
 - All water service pipes with a nominal diameter greater than two inches shall be ductile iron pipe.
 - Property owner shall be responsible for providing a suitable backflow prevention device, as approved by the Water Department, for each new or replacement water service.
 - Property owner shall be responsible for maintenance of service pipe and components from the principal main to the meter on or for the property, including all fixtures therein provided for delivering or supplying water.
 - All service connections up to and including 6-inch diameter shall utilize a cutting-in tee and valve. Services larger than 6-inch diameter shall utilize a tapping sleeve and valve.
 - Water service lines shall be measured through meters furnished and installed by the Village of Ballston Spa at the expense of the property owner.
 - No water main shall be lain in any street, lane or alley in the Village that has not been accepted as a public highway by the Village.
- A street opening fee may be required for the work. Fees will be as established by the Town of Milton.
 - Existing system pressures are considered low. The property owner should consider the implications of low system pressure and it is recommended that methods to improve service should be evaluated.
 - As shown on the enclosed tax map, the request for service is outside of the Village limits and as such Water District considerations may apply.
 - The applicant and their contractor will need to coordinate the connection to the existing water main with the Village DPW. Please contact Jeff Gawrys of the Village of Ballston Spa Department of Public Works in advance of the work.
 - The applicant and their contractor will need to coordinate the connection with the Town of Milton Highway Department in advance of the work. Additional fees, permits, and/or approvals may apply.



Please contact our office at 518-266-7305 with any questions.

Respectfully submitted,

LaBella Associates

Kevin Gallagher, EIT
Civil Engineer

Joseph M. Lanaro, P.E., M.ASCE
Vice President, Civil Division; Municipal Division Leader
LaBella Associates

Cc: Jeff Gawrys - Village of Ballston Spa
Scott Kerns - Village of Ballston Spa
Reuben Hull, PE - LaBella
file

DRAFT

June 12, 2023

Frank Rossi, Jr., Mayor
Village of Ballston Spa
66 Front Street
Ballston Spa, NY 12050

Dear Mayor Rossi:

We are pleased to submit the following engagement letter for accounting services in the Village of Ballston Spa. This letter, along with Attachment A, will outline our understanding of the terms and conditions of this engagement and the nature and limitation of the services we will provide.

Scope of Services

We will provide the following services:

- Monthly bookkeeping, including AccuFund support – this includes up to 3 user access to AccuFund accounting system with ability to research historical information, print vouchers and abstract reports, as well as other financial reports.
- Payroll processing including payroll tax filing and depositing, payroll reports, W-2's, NYS Retirement reporting, Client access, and New Hire reporting. Village responsible for accuracy of all time entry and PTO tracking.
- Monthly bank reconciling and reporting
- Assistance with annual 1099 preparation and filing using AccuFund e-filing system.
- Closing the accounting records at year end from cash basis to modified accrual.
- Preparation of Annual Update Document and notes that explain the content of the report.
- Assistance with preparation of annual budgets and complying with Constitutional Debt Limit and NYS Tax Cap filings as needed
- We will be available to consult with the Village Treasurer, Deputy Treasurer, and Mayor on financial matters and questions related to the Village's finances.

This engagement letter is prepared with the understanding that our significant participation in the bookkeeping functions of the Village will not allow our firm to issue reviewed or Audited Financial statements for the Village. If you determine that the Village needs Audited or Reviewed Financial statements for bonding or other purposes, we will assist the Village in identifying a qualified CPA firm that could provide these services at the best quality and lowest cost available.

Access to Documents/Information

In order for us to efficiently and properly complete the Services hereunder, we may require access to the following documents and information concerning your organization:

- Remote read-only access to bank accounts
- Access to budgets and minutes
- Access to contracts and invoices
- Access to NYS electronic reporting
- Access to abstracts, vouchers, invoices and other accounting data
- Copies of grants, bonds and other debt related transactions

- Copies of other basic documents reflecting your financial transactions

Failure by your organization to provide all necessary documents and information, and to do so in a timely manner, will impede EFPRS's services and may require EFPRS to suspend or withdraw from the engagement. You agree and acknowledge that you will be responsible for any effect on the Services, including any losses or errors which may occur, as a result of failure to provide the required documents.

All documentation and information belonging to your organization, which is made known to EFPRS as a result of the provision of Services hereunder, shall be held in complete confidence by EFPRS and shall not be disclosed to any third-party, except as otherwise required by law.

Fees

Monthly payroll and reconciling work - \$28,000 (\$2,333.00 per month) June 1, 2023 to May 31, 2024

- Monthly Bookkeeping Services: accounts payable support, bank reconciliations, and preparation of monthly reports, payroll processing and payroll tax reporting
- ADP Payroll platform and AccuFund Anywhere accounting system

FYE 2023 AUD – Billed at standard hourly rates with fee not to exceed **\$10,000** without prior approval of Mayor.

FYE 2024 Budget Support - Billed at standard hourly rates with fee not to exceed **\$10,000** without prior approval of Mayor

Other Consulting Support - Billed at our standard hourly rates **\$6,000** without prior approval of Mayor

Our standard hourly rates (see below):

- Partner or Director - \$ 150 per hour
- Senior Associate - \$ 95 per hour
- Associate - \$ 85 per hour

Our Responsibilities for the Preparation of Financial Statements

The objective of our engagement is to prepare financial statements in accordance with accounting principles required by the Office of the New York State Comptroller (the AUD) based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the Company or noncompliance with laws and regulations

Management Responsibilities for the Preparation of Financial Statements

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is the preparation of the financial statements in accordance with accounting principles accounting principles required by the Office of the New York State Comptroller (the AUD). Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

- 1) The selection of accounting principles as required by the Office of the New York State Comptroller (the AUD) as the financial reporting framework to be applied in the preparation of the financial statements.
- 2) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- 3) The prevention and detection of fraud.
- 4) To ensure that the Village complies with the laws and regulations applicable to its activities.
- 5) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- 6) To provide us with—
 - Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
 - Additional information that may be requested for the purpose of the preparation of the financial statements, and
 - Unrestricted access to persons within the Village with whom we determine it necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Billing Arrangements

Our standard practice is to invoice our fees on a monthly basis. Amounts are due and payable upon receipt. If you wish to inquire about your billing or about the services that have been rendered, please call our office immediately upon receipt of the invoice. If no inquiry about the billing is received by EFPRS within 10 days of issuance of an invoice, the invoice will automatically be deemed approved by the Company. Invoices that are unpaid 45 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of (a) 1.0% per month or (b) the maximum amount permissible by applicable law. Interest shall accrue from the date the invoice is delinquent.

If an account has fees that are not paid in a timely manner, EFPRS also reserves the right to suspend our services, withhold delivery of any deliverables, or withdraw from this engagement entirely. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse EFPRS for all our costs of collection, including without limitation, attorneys' fees. If EFPRS elects to terminate our services for nonpayment, or for any other reason provided for in this Agreement, our engagement will be deemed to have been completed upon written.

notification of termination, even if we have not completed our services. You will be obligated to compensate us for all of our time expended, and to reimburse us for all of our out-of-pocket expenses and internal charges incurred, through the date of termination. We know that you understand this concept and employ good fiscal procedures over your collections and, accordingly, we look forward to your cooperation and understanding.



Outsourcing

100 South Clinton Avenue
Suite 1500
Rochester, NY 14604

☎ 585.486.0725
✉ EFPRSolutions.com

Document Retention

It is EFPRS's policy to retain engagement documentation for a period of seven years or three years from the termination of the engagement, whichever is later, after which time we will commence the process of destroying our engagement files. To the extent we accumulate any of the Company's original records during the engagement those documents will be promptly returned upon completion of the engagement.

Third-Party Claims

In the event EFPRS is required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of our engagement, the Village agrees to compensate us at our standard hourly rates then in effect for the time we expend in connection with such response, and to reimburse us for all out-of-pocket costs incurred.

You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of Monroe and state of New York by NAM (National Arbitration and Mediation Inc.), according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to New York State law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Similarly, in the event we become obligated to pay any judgment, fine, penalty or similar award or sanction; agree to pay any amount in settlement; and/or incur any costs, as a result of any claim, investigation or other proceeding instituted by any third party, including any governmental or quasi-governmental body, and if such obligation is a direct or indirect result of any inaccurate or incomplete information provided to us by the Village, whether intentionally or negligently, and not any failure on EFPRS's part to comply with professional standards, the Village shall indemnify and defend us against all such obligations, agreements and/or costs, including payment of all attorneys' fees incurred by EFPRS.

We appreciate the opportunity to provide you this unique opportunity for both your organization and our firm. We believe that it will ultimately prove beneficial for both parties. If you have any questions or would like additional information please don't hesitate to call.

Very truly yours,

EFPR SOLUTIONS, LLC
AN AFFILIATE OF EFPR GROUP, LLP

By: _____
Michael Doody, CPA, Partner

VILLAGE OF BALLSTON SPA

By: _____
Frank Rossi, Jr., Mayor

Date: _____

ATTACHMENT "A" TO EFPRS ENGAGEMENT LETTER

TERMS AND CONDITIONS

1. **Term and Termination.** Each party shall have the right to terminate this Agreement at any time by giving written notice to the other party not less than thirty (30) days before the effective date of termination. In addition, EFPRS may terminate the Agreement immediately if EFPRS reasonably determines that EFPRS is unable to perform the Services in accordance with applicable professional standards or applicable law, in the event of non-payment by the Company for the Services rendered, or in the event of insolvency or bankruptcy by the Company. In the event of termination pursuant to this paragraph, the Company agrees to compensate EFPRS for Services performed and expenses incurred through the effective date of termination, whether the Services have been completed.
2. **Indemnification and Limitation of Liability.** In addition to the obligations set forth in the Engagement Letter provision entitled "Third Party Claims", the Company agrees to indemnify, hold harmless and defend EFPRS and its members, partners, employees and agents (collectively, the "EFPRS Group") from and against any and all claims, liabilities or expenses relating to the Services (collectively, the "Claims") in contract, statute or tort. You agree that the EFPRS Group shall not be liable to you for any Claims in contract, statute or tort for an aggregate amount in excess of the fees paid by you to EFPRS pursuant to this Agreement, except to the extent finally judicially determined to have resulted from the gross negligence or intentional misconduct of any member of the EFPRS Group. In no event shall the EFPRS Group be liable for consequential, special, indirect, incidental, punitive or exemplary losses or damages relating to this Agreement. You further agree to release, hold harmless and indemnify any and all members of the EFPRS Group from any liability and costs relating to our Services under this Agreement attributable to any misrepresentations by you. These indemnification, hold harmless and limitation on liability provisions shall apply to the fullest extent of the law, whether in contract, statute, tort or otherwise.
3. **Third Parties and Internal Use.** Except as otherwise agreed, all Services hereunder shall be solely for your internal purposes and use, and this engagement does not create privity between EFPRS and any person or party other than you ("Third Party"). This engagement is not intended for the express or implied benefit of any Third Party. No Third Party is entitled to rely, in any manner or for any purpose, on the advice, opinions, reports or other Services of EFPRS. You are, however, authorized to disclose any and all aspects of our advice, opinions, reports or other Services to any persons without limitation. Since our advice, opinions, reports or other Services are solely for your benefit and are not to be relied upon by others, you must inform anyone to whom you make disclosures that they may not rely upon our advice, opinions or reports without our written consent.
4. **Information and Data.** EFPRS shall be entitled to rely on and assume, without independent verification, that all representations, assumptions, information and data supplied by you and your representatives will be complete and accurate to the best of your knowledge. EFPRS may use information and data furnished by others; however, EFPRS shall not be responsible for, and EFPRS shall provide no assurance regarding, the accuracy or completeness of any such information or data. Except as specifically provided, EFPRS shall not assume any responsibility for any financial reporting with respect to the Services provided hereunder. You shall be responsible for all financial information and statements provided with respect to any Services performed hereunder. EFPRS shall have no responsibility to address any legal matters or questions of law or for identifying any errors, fraud or other illegal acts that may exist. The services we provide will be provided in full reliance upon data and information provided by the Company or other sources.
5. **Advice and Services.** The Company shall not rely on any EFPRS draft advice, opinions, information, reports and other communication ("Advice"), and the Company acknowledges that EFPRS is not required to update final Advice following EFPRS's delivery of such final Advice to the Company. The Services provided to the Company by EFPRS may be performed by an owner of the firm who is not licensed as a certified public accountant. EFPRS's Services will not involve conducting a review to detect fraud or illegal acts. EFPRS will not render an assurance report or assurance opinion. In addition, EFPRS's Services will not constitute an audit, review, examination, or other form of attestation.
6. **Power and Authority.** Each of the parties hereto has all requisite power and authority to execute and deliver this Agreement and to carry out and perform its respective obligations hereunder. This Agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.

7. Personnel Solicitation. Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to your Company in the performance of our Services. Any discussions that you have with personnel of our Firm regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.
8. Email Communication. In connection with this engagement, we may communicate with you or others via email. As emails can be intercepted, disclosed, used, and/or otherwise communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed, we cannot ensure that emails from us will be properly delivered and read only by the addressee. Therefore, we disclaim and waive any liability for interception or unintentional disclosure of email transmissions, or for the unauthorized use or failed delivery of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage arising from the use of email, including any punitive, consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure of confidential information.
9. Professional Standards. All services provided by EFPRS are done so in accordance with all applicable professional standards.
10. Electronic Transmission. This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such electronic signature.
11. Severability. If any portion of this Agreement, including without limitation any portion of this Agreement addressing dispute resolution, indemnification or limitation of liability, is held to be void, invalid or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of the Agreement shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of this Agreement shall remain in full force and effect.
12. Independent Contractor. EFPRS and you acknowledge that the relationship between the parties to this Agreement are exclusively that of an independent contractor and that EFPRS's obligations to you are exclusively contractual in nature. This Agreement does not create an agency, employment, partnership joint venture, trust or other fiduciary relationship between the parties. Neither party shall have the right to bind the other to any Third Party nor otherwise to act in any way as a representative or agent of the other except as otherwise agreed in writing between the parties.
13. Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of New York and any actions or proceedings arising herefrom shall be venued in a court of competent jurisdiction in Monroe County, New York or in the United States District Court for the Western District of New York, located in Rochester, New York.
14. Notices. Any notice or other communication which is required to be given under the terms of this Agreement shall be in writing and shall be delivered personally, or sent by registered mail, or by certified mail return receipt requested. Any notice which is mailed shall be deemed to have been given on the second business day after the day of mailing (not counting the day mailed), irrespective of the date of receipt. Notices may be signed and given by the attorney for the party sending the notice. A new address may be designated by notice.

If to EFPRS:

EFPR Solutions, LLC
Attn: Michael Doody
100 South Clinton Ave, Ste. 1500
Rochester, NY 14623

If to Village:

Village of Ballston Spa
Attn: Frank Rossi Jr, Mayor
66 Front Street
Ballston Spa, NY 12050

15. Legal Counsel. Both parties acknowledge and agree that they participated equally in the review and negotiation of this Agreement and that both parties had the opportunity to seek legal counsel and review of this Agreement and the party's obligations hereunder. Therefore, if there is any dispute over any term of this Agreement, there shall be no presumption in favor of or against either party as the drafter.

16. Entire Agreement. The Engagement Letter and this Attachment "A" between EFPRS and the Company set forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations or understandings, whether oral or written, with respect to such subject matter. However, to the extent that any of the provisions of the Engagement Letter conflict with this Attachment "A", this Attachment "A" will control. This Agreement may not be changed, modified or waived in whole or part except by an instrument in writing signed by both parties.