

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.

September 12, 2023

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Mayor

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Trustee

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Trustee

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Trustee

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Trustee

# Village of Ballston Spa Abstract of Audited Vouchers from 8/29/2023 to 9/12/2023

<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>
<b>Voucher Type: Online</b>								
<b>Pax8 on behalf of Accu-Networks 2106</b>								
	9/01/2023	2023-1-549375 Microsoft 365		AA.1325.400.000	Treasurer CE	198.02		
	9/01/2023	2023-1-549375 Microsoft 365		AA.3410.406.000	Fire Chiefs CE - Other	23.29		
	9/01/2023	2023-1-549375 Microsoft 365		AA.3620.406.000	Safety Inspection CE - Other	23.29		
	9/01/2023	2023-1-549375 Microsoft 365		AA.8340.406.000	Transmission & Distribution - CE - Other	46.60		
						<u>291.20</u>		
						<b>291.20</b>		
<b>Pax8 on behalf of Accu-Networks Total</b>								
<b>Total for Voucher Type: Online</b>								
<b>Voucher Type: Prepaid</b>								
<b>AFLAC 2028</b>								
	8/28/2023	263967 dental - august		TA.0020.000.000	Group Insurance	141.90	0006595	9/06/2023
						<u>141.90</u>		
<b>AFLAC Total</b>								
<b>Colonial 2029</b>								
	8/27/2023	3757580-0802661 insurance		TA.0010.000.000	Consolidated Payroll	156.55	0006596	9/06/2023
						<u>156.55</u>		
<b>Colonial Total</b>								
<b>National Grid #00302-11100 1998</b>								
	8/22/2023	20230829 gas		AA.3411.401.000	E.M.L. Fire Dept CE - Utilities	59.20	0006597	9/06/2023
						<u>59.20</u>		
<b>National Grid #00302-11100 Total</b>								
<b>National Grid #04680-43012 1999</b>								
	8/22/2023	20230829 elec		AA.5110.401.000	Street Administration CE - Utilities	17.71	0006598	9/06/2023
						<u>17.71</u>		
<b>National Grid #04680-43012 Total</b>								
<b>National Grid #05150-26007 1992</b>								
	8/22/2023	20230829 elec		AA.5182.400.000	Street Lighting CE	60.75	0006599	9/06/2023
						<u>60.75</u>		
<b>National Grid #05150-26007 Total</b>								
<b>National Grid #05290-90006 2017</b>								
	8/21/2023	20230829 elec		AA.3120.401.000	Police CE - Utilities	43.89	0006600	9/06/2023
						<u>43.89</u>		
<b>National Grid #05290-90006 Total</b>								

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National Grid #06650-72006	8/21/2023	20230829 elec	2016	AA.3120.401.000	Police CE - Utilities	46.60	0006601	9/06/2023
<u>National Grid #06650-72006 Total</u>						<u>46.60</u>		
National Grid #06786-00005	8/21/2023	20230829 elec	2015	AA.5182.400.000	Street Lighting CE	14.60	0006602	9/06/2023
<u>National Grid #06786-00005 Total</u>						<u>14.60</u>		
National Grid #07102-11117	8/22/2023	20230829 elec	1993	AA.7110.401.000	PARKS - Wiswall & Iron Spring CE - Utilities	65.76	0006603	9/06/2023
<u>National Grid #07102-11117 Total</u>						<u>65.76</u>		
National Grid #07902-11102	8/22/2023	20230829 elec	1994	AA.7110.401.000	PARKS - Wiswall & Iron Spring CE - Utilities	48.10	0006604	9/06/2023
<u>National Grid #07902-11102 Total</u>						<u>48.10</u>		
National Grid #19782-62011	8/22/2023	20230829 elec	1995	AA.7110.401.000	PARKS - Wiswall & Iron Spring CE - Utilities	39.05	0006605	9/06/2023
<u>National Grid #19782-62011 Total</u>						<u>39.05</u>		
National Grid #22302-11106	8/22/2023	20230829 elec	1996	AA.7110.401.000	PARKS - Wiswall & Iron Spring CE - Utilities	37.00	0006606	9/06/2023
<u>National Grid #22302-11106 Total</u>						<u>37.00</u>		
National Grid #23352-17119	8/24/2023	20230829 elec	2004	AA.8340.401.000	Transmission & Distribution - CE - Utili	21.02	0006607	9/06/2023
<u>National Grid #23352-17119 Total</u>						<u>21.02</u>		
National Grid #23730-27002	8/22/2023	20230829 elec	1997	AA.5110.401.000	Street Administration CE - Utilities	24.38	0006608	9/06/2023
<u>National Grid #23730-27002 Total</u>						<u>24.38</u>		
National Grid #26440-07109	8/24/2023	20230829 elec	2020	AA.3412.401.000	Union fire Dept CE - Utilities	697.73	0006609	9/06/2023
<u>National Grid #26440-07109 Total</u>						<u>697.73</u>		

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Claimant	Invoice Date	Invoice Description	Voucher #	Distribution Acct	Account Description	A/P Owed	Chk #	Chk Date
	<b>National Grid #27040-07109</b>		2019					
	8/24/2023	20230829 elec/gas		AA.8340.401.000	Transmission & Distribution - CE - Utili	1,607.43	0006610	9/06/2023
	<u>National Grid #27040-07109 Total</u>					<u>1,607.43</u>		
	<b>National Grid #33952-17109</b>		2014					
	8/29/2023	20230829 elec		AA.8340.401.000	Transmission & Distribution - CE - Utili	23.19	0006611	9/06/2023
	<u>National Grid #33952-17109 Total</u>					<u>23.19</u>		
	<b>National Grid #34552-95103</b>		2003					
	8/21/2023	20230829 elec		AA.5182.400.000	Street Lighting CE	5,518.04	0006612	9/06/2023
	<u>National Grid #34552-95103 Total</u>					<u>5,518.04</u>		
	<b>National Grid #36300-04011</b>		2018					
	8/24/2023	20230829 elec		AA.8340.401.000	Transmission & Distribution - CE - Utili	312.80	0006613	9/06/2023
	<u>National Grid #36300-04011 Total</u>					<u>312.80</u>		
	<b>National Grid #39652-22103</b>		2013					
	8/22/2023	20230829 elec		AA.7180.401.000	Spec Rec Fac CE - Utilities	1,135.48	0006614	9/06/2023
	<u>National Grid #39652-22103 Total</u>					<u>1,135.48</u>		
	<b>National Grid #41352-17108</b>		2012					
	8/22/2023	20230829 elec		GG.8120.401.000	Sanitary Sewers CE - Utilities	83.08	0006615	9/06/2023
	<u>National Grid #41352-17108 Total</u>					<u>83.08</u>		
	<b>National Grid #43186-94007</b>		2011					
	8/22/2023	20230829 elec		AA.8340.401.000	Transmission & Distribution - CE - Utili	230.64	0006616	9/06/2023
	<u>National Grid #43186-94007 Total</u>					<u>230.64</u>		
	<b>National Grid #58830-37004</b>		2010					
	8/22/2023	20230829 elec		AA.5110.401.000	Street Administration CE - Utilities	21.41	0006617	9/06/2023
	<u>National Grid #58830-37004 Total</u>					<u>21.41</u>		
	<b>National Grid #70081-15023</b>		2002					
	8/24/2023	20230829 elec		AA.8340.401.000	Transmission & Distribution - CE - Utili	545.53	0006618	9/06/2023
	<u>National Grid #70081-15023 Total</u>					<u>545.53</u>		

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National Grid #77952-17101	8/22/2023	20230829 elec	2009	AA.3411.401.000	E.M.L. Fire Dept CE - Utilities	514.60	0006619	9/06/2023
<u>National Grid #77952-17101 Total</u>						<u>514.60</u>		
National Grid #80502-10107	8/22/2023	20230829 elec/gas	2005	AA.1620.401.000	Shared Services CE- Front St.- Utilities	486.73	0006620	9/06/2023
<u>National Grid #80502-10107 Total</u>						<u>486.73</u>		
National Grid #82302-10105	8/22/2023	20230829 elec	2008	AA.7110.401.000	PARKS - Wiswall & Iron Spring CE - Utilities	61.14	0006621	9/06/2023
<u>National Grid #82302-10105 Total</u>						<u>61.14</u>		
National Grid #86140-11100	8/22/2023	20230829 elec/gas	2007	LL.7410.401.000	Library CE - Utilities	747.37	0006622	9/06/2023
<u>National Grid #86140-11100 Total</u>						<u>747.37</u>		
National Grid #87340-11108	8/22/2023	20230829 elec	2006	AA.1621.401.000	Municipal Bldg CE - 30 Bath St Utilitie	366.42	0006623	9/06/2023
<u>National Grid #87340-11108 Total</u>						<u>366.42</u>		
National Grid #94502-10106	8/22/2023	20230829 elec	2021	AA.1621.401.000	Municipal Bldg CE - 30 Bath St Utilitie	75.16	0006624	9/06/2023
<u>National Grid #94502-10106 Total</u>						<u>75.16</u>		
National Grid #99114-24102	8/24/2023	20230829 elec	2001	AA.8340.401.000	Transmission & Distribution - CE - Utili	1,910.00	0006625	9/06/2023
<u>National Grid #99114-24102 Total</u>						<u>1,910.00</u>		
National Grid #99314-24108	8/24/2023	20230829 elec	2000	AA.8340.401.000	Transmission & Distribution - CE - Utili	1,991.29	0006626	9/06/2023
<u>National Grid #99314-24108 Total</u>						<u>1,991.29</u>		
Office of the State Comptroller,	8/23/2023	4140340-2023-07-	2023	AA.2610.000.000	Fines, Forfeits of Bail	3,290.00	0006627	9/06/2023
<u>Office of the State Comptroller, Justice Court Fund Total</u>						<u>3,290.00</u>		
Saratoga County Self-Insurance	8/09/2023	20230830	2022	AA.9040.800.000	Workers Comp EB	57,110.17	0006628	9/06/2023
	8/09/2023	20230830		GG.9040.800.000	Workers Comp EB	5,191.84	0006628	9/06/2023

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<b>Saratoga County Self-Insurance Total</b>	8/09/2023	20230830		LL.9040.800.000	Workers Comp EB	2,595.92	0006628	9/06/2023
<b>Verizon Wireless</b>			2024			<u>64,897.93</u>		
	8/24/2023	9942846547 fire depts		AA.3410.402.000	Fire Chiefs CE - Phone & Internet	95.89	0006629	9/06/2023
	8/24/2023	9942846547 fire depts		AA.3411.402.000	E.M.L. Fire Dept CE - Phone & Internet	95.89	0006629	9/06/2023
	8/24/2023	9942846547 fire depts		AA.3412.402.000	Union Fire Dept CE - Phone & Internet	95.88	0006629	9/06/2023
	9/06/2023	9942829048 aircards		AA.3120.400.000	Police CE - Other	151.96	0006629	9/06/2023
<b>Verizon Wireless Total</b>						<u>439.62</u>		
<b>Total for Voucher Type: Prepaid</b>						<b>85,732.10</b>		
<b>Voucher Type: PriorYear</b>								
<b>Northway Communications, LLC</b>			2079					
	9/12/2023	2021 EML		AA.3411.200.000	E.M.L. Fire Dept EQ	1,522.00		
	9/12/2023	2021 EML		AA.3412.200.000	Union Fire Dept EQ	156.00		
	9/12/2023	2021- UNION UNION		AA.3412.200.000	Union Fire Dept EQ	2,261.00		
<b>Northway Communications, LLC Total</b>						<u>3,939.00</u>		
<b>Total for Voucher Type: PriorYear</b>						<b>3,939.00</b>		
<b>Voucher Type: Regular</b>								
<b>Ace Pest Control</b>			2086					
	8/30/2023	21778323 PEST CONTROL		AA.1410.400.000	Village Clerk CE - Contracts	42.00		
<b>Ace Pest Control Total</b>						<u>42.00</u>		
<b>Advance Auto Parts</b>			2040					
	9/12/2023	7641322832808 battery		AA.8340.404.000	Transmission & Distribution - CE - Repair	145.69		
<b>Advance Auto Parts Total</b>						<u>145.69</u>		
<b>Allerdice Building Supply, Inc</b>			2054					
	8/24/2023	2308-130920 SOUICI WELL		AA.7110.404.000	PARKS - Wiswall & Iron Spring CE - Repair	89.99		
	8/25/2023	2308-131832 HOSE		AA.5110.404.000	Street Administration CE - Repairs & Mai	14.38		
<b>Allerdice Building Supply, Inc Total</b>						<u>104.37</u>		

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<b>Amazon Business</b>			<b>2069</b>					
	8/13/2023	1TFK-NRL3-R9QN FFD- CREDIT		AA.7550.400.000	Celebrations CE	-50.52		
	8/25/2023	1L7T-CN6C-L949 SUPPLIES		AA.3120.405.000	Police CE - Supplies	836.27		
	8/25/2023	1L7T-CN6C-L949 SUPPLIES		AA.3620.405.000	Safety Inspection CE - Supplies	11.99		
	8/31/2023	1GGC-1CPN- SUPPLIES		AA.3120.405.000	Police CE - Supplies	167.61		
	8/31/2023	1GGC-1CPN- SUPPLIES		AA.1410.405.000	Village Clerk CE - Other	7.74		
	8/31/2023	1GWJ-1M67-QLDT SUPPLIES -OFFICE		AA.1410.405.000	Village Clerk CE - Other	8.41		
	8/31/2023	1GWJ-1M67-QLDT SUPPLIES -OFFICE		AA.3620.405.000	Safety Inspection CE - Supplies	25.19		
	9/04/2023	1YXQ-FVGR-QTL4 TENT HOLDERS		AA.8020.405.000	Planning CE - Supplies	25.99		
	9/05/2023	1HTN-JRFM-3636 cardstock		AA.1210.406.000	Mayor CE - Other	16.95		
		<b>Amazon Business Total</b>				<b>1,049.63</b>		
<b>American Delivery Solutions</b>			<b>2045</b>					
	8/30/2023	975 CHLORINE		AA.7180.404.000	Spec Rec Fac CE - Repairs & Maint	760.00		
		<b>American Delivery Solutions Total</b>				<b>760.00</b>		
<b>Baker &amp; Taylor</b>			<b>2094</b>					
	8/21/2023	5018492016 BOOKS		LL.7410.405.000	Library CE - Supplies	23.68		
		<b>Baker &amp; Taylor Total</b>				<b>23.68</b>		
<b>Ballston Lake Auto Care</b>			<b>2042</b>					
	9/12/2023	46671 TRUCK 8a		AA.5110.404.000	Street Administration CE - Repairs & Mai	20.00		
	9/12/2023	46791 TRUCK #1		AA.5110.404.000	Street Administration CE - Repairs & Mai	20.00		
	9/12/2023	46843 TRUCK #3		AA.5110.404.000	Street Administration CE - Repairs & Mai	20.00		
		<b>Ballston Lake Auto Care Total</b>				<b>60.00</b>		
<b>Ballston Spa Central School</b>			<b>2085</b>					
	9/12/2023	20230906 011341, 010378, 011329, 011339		AA.1950.400.000	Taxes on Village CE	999.13		
	9/12/2023	20230906 011341, 010378, 011329, 011339		AA.1950.400.000	Taxes on Village CE	1,888.35		

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	9/12/2023	20230906 011341, 010378, 011329, 011339		GG.1950.400.000	Taxes on Village	49.95		
	9/12/2023	20230906 011341, 010378, 011329, 011339		AA.8340.400.000	Transmission & Distribution - CE - Contr	1,454.74		
	<b>Ballston Spa Central School Total</b>					<u>4,392.17</u>		
<b>Burghart, Christine</b>			<b>2088</b>					
	9/12/2023	20230906 PARK AND TREE		AA.7110.404.000	PARKS - Wiswall & Iron Spring CE - Repair	20.50		
	<b>Burghart, Christine Total</b>					<u>20.50</u>		
<b>Captain Community Human Services</b>			<b>2066</b>					
	9/01/2023	Q3 2023 VB WEXP TRANSPORTATION		AA.5680.400.000	Transportation (Shuttle Bus) CE	1,875.00		
	<b>Captain Community Human Services Total</b>					<u>1,875.00</u>		
<b>County Waste - Clifton Park</b>			<b>2064</b>					
	9/01/2023	328221446W910		AA.7180.400.000	Spec Rec Fac CE - Contracts	25.00		
	9/01/2023	328221446W910		AA.1640.405.000	Central Garage CE - Supplies	242.00		
	9/01/2023	328221446W910		AA.3412.406.000	Union Fire Dept CE - Other	60.00		
	9/01/2023	328221446W910		AA.3411.406.000	E.M.L. Fire Edpt CE - Other	60.00		
	<b>County Waste - Clifton Park Total</b>					<u>387.00</u>		
<b>Curtis Lumber Company, Inc.</b>			<b>2062</b>					
	8/26/2023	2308-214981 PAIL		AA.7550.400.000	Celebrations CE	26.94		
	<b>Curtis Lumber Company, Inc. Total</b>					<u>26.94</u>		
<b>Daigle Cleaning Systems, Inc</b>			<b>2091</b>					
	9/01/2023	22702 CLEANING- OFFICE		AA.1620.400.000	Buildings CE - 66 Front St. - Contracts	345.00		
	<b>Daigle Cleaning Systems, Inc. Total</b>					<u>345.00</u>		
<b>Daily Gazette</b>			<b>2089</b>					
	8/18/2023	2498417 & ZONING		AA.8010.406.000	Zoning CE - Other	17.08		
	<b>Daily Gazette Total</b>					<u>17.08</u>		
<b>Dehn'S Flowers</b>			<b>2083</b>					
	9/12/2023	20230906 ADOPT A PLOT Inv#: 019571, 019579, 019580, 019581, 019582, 019583, 019584		AA.8510.400.000	Community Beautification CE	637.85		
	<b>Dehn'S Flowers Total</b>					<u>637.85</u>		



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<b>EFPR Solutions</b>	8/30/2023	344242 ACCOUNTING FEES	2067	AA.1325.400.000	Treasurer CE	3,600.00		
<b><u>EFPR Solutions Total</u></b>						<u>3,600.00</u>		
<b>Esposito, Judy</b>	9/12/2023	20230907 PLANTS	2104	AA.7110.404.000	PARKS - W/Iswall & Iron Spring CE - Repair	48.98		
<b><u>Esposito, Judy Total</u></b>						<u>48.98</u>		
<b>F.W. Webb Company</b>	8/18/2023	81410236-3 hydint	2032	AA.8340.420.000	Transmission & Distribution - CE - Speci	14,848.00		
	8/30/2023	82133508 manhole		AA.5110.404.000	Street Administration CE - Repairs & Mai	1,002.80		
<b><u>F.W. Webb Company Total</u></b>						<u>15,850.80</u>		
<b>Fastenal Company</b>	8/24/2023	NYGO25867 parts	2041	AA.1640.405.000	Central Garage CE - Supplies	18.56		
<b><u>Fastenal Company Total</u></b>						<u>18.56</u>		
<b>Ferguson Waterworks</b>	8/28/2023	1180356 WATER	2050	AA.8340.404.000	Transmission & Distribution - CE - Repai	2,862.64		
	8/28/2023	1180592 WATER		AA.8340.404.000	Transmission & Distribution - CE - Repai	171.44		
<b><u>Ferguson Waterworks Total</u></b>						<u>3,034.08</u>		
<b>Fleet Pride</b>	8/16/2023	110485664 parts	2038	AA.5110.404.000	Street Administration CE - Repairs & Mai	287.01		
<b><u>Fleet Pride Total</u></b>						<u>287.01</u>		
<b>G A Bove &amp; Sons, Inc.</b>	8/01/2023	August August fuel	2098	AA.3410.403.000	Fire Chiefs CE - Fuel	838.43		
	8/01/2023	August August fuel		AA.3412.403.000	Union Fire Dept CE - Fuel	151.48		
	8/01/2023	August August fuel		AA.5110.403.000	Street Administration CE - Fuel	1,582.80		
	8/01/2023	August August fuel		AA.3120.403.000	Police CE - Fuel	1,305.85		
	8/01/2023	August August fuel		AA.3411.403.000	E.M.L. Fire Dept CE - Fuel	207.64		



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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>
<b>Mcqueen, Lindy</b>	9/12/2023	20230906 INTERPRETER	2087	AA.1110.406.000	Justices - Other	220.00		
<b>Mcqueen, Lindy Total</b>						<u>220.00</u>		
<b>Midwest Tape</b>	8/21/2023	504241237 DVD	2093	LL.7410.405.000	Library CE - Supplies	26.24		
	8/21/2023	504241238 DVD		LL.7410.405.000	Library CE - Supplies	26.24		
<b>Midwest Tape Total</b>						<u>52.48</u>		
<b>Monaco'S Automotive Services I</b>	9/12/2023	20230906 2014 t	2056	AA.3120.404.000	Police CE - Repairs & Maint.	21.00		
<b>Monaco'S Automotive Services I Total</b>						<u>21.00</u>		
<b>NAPA *Saratoga Auto Supply</b>	8/07/2023	august 2022 supplies	2097	AA.1640.405.000	Central Garage CE - Supplies	199.00		
	8/07/2023	august 2022 supplies		AA.5110.404.000	Street Administration CE - Repairs & Mai	33.59		
	8/07/2023	august 2022 supplies		AA.5110.404.000	Street Administration CE - Repairs & Mai	34.77		
	8/07/2023	august 2022 supplies		AA.5110.404.000	Street Administration CE - Repairs & Mai	15.01		
	8/07/2023	august 2022 supplies		AA.5110.404.000	Street Administration CE - Repairs & Mai	41.49		
	8/07/2023	august 2022 supplies		AA.5110.404.000	Street Administration CE - Repairs & Mai	54.04		
	8/07/2023	august 2022 supplies		AA.5110.404.000	Street Administration CE - Repairs & Mai	44.70		
	8/07/2023	august 2022 supplies		AA.5110.404.000	Street Administration CE - Repairs & Mai	11.51		
	8/07/2023	august 2022 supplies		AA.5110.404.000	Street Administration CE - Repairs & Mai	-15.01		
	8/07/2023	august 2022 supplies		AA.5110.404.000	Street Administration CE - Repairs & Mai	-11.15		
	8/07/2023	august 2022 supplies		AA.5110.404.000	Street Administration CE - Repairs & Mai	29.02		
	8/07/2023	august 2022 supplies		AA.5110.404.000	Street Administration CE - Repairs & Mai	99.99		
	8/07/2023	august 2022 supplies		AA.1640.405.000	Central Garage CE - Supplies	87.96		

# Village of Ballston Spa Abstract of Audited Vouchers from 8/29/2023 to 9/12/2023

<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>		
<b>NAPA *Saratoga Auto Supply Total</b>	8/07/2023	august 2022 supplies	2077	AA.5110.404.000	Street Administration CE - Repairs & Mai	43.75				
	8/07/2023	august 2022 supplies		AA.5110.404.000	Street Administration CE - Repairs & Mai	35.24				
	8/07/2023	august 2022 supplies		AA.5110.404.000	Street Administration CE - Repairs & Mai	29.53				
	8/07/2023	august 2022 supplies		AA.1640.405.000	Central Garage CE - Supplies	406.30				
	8/07/2023	august 2022 supplies		AA.1640.405.000	Central Garage CE - Supplies	213.59				
	8/07/2023	august 2022 supplies		AA.5110.404.000	Street Administration CE - Repairs & Mai	14.98				
	8/07/2023	august 2022 supplies		AA.5110.404.000	Street Administration CE - Repairs & Mai	29.51				
	8/07/2023	august 2022 supplies		AA.1640.405.000	Central Garage CE - Supplies	66.47				
							<u>1,464.29</u>			
<b>Northway Communications, LLC</b>	9/12/2023	2023- UNION	2053	AA.3412.200.000	Union Fire Dept EQ	2,302.80				
						<u>2,302.80</u>				
<b>Pallette Stone Corporation</b>	8/14/2023	537338 catch basin	2035	GG.8140.404.000	Storm Sewer Drainage CE - Repairs & Main	708.26				
8/15/2023	537344 supplies	GG.8140.404.000		Storm Sewer Drainage CE - Repairs & Main	1,164.00					
8/18/2023	537372 wall block	AA.5110.404.000		Street Administration CE - Repairs & Mai	135.00					
						<u>2,007.26</u>				
<b>Parkway Music</b>	9/05/2023	312	2102	AA.7550.400.000	Celebrations CE	680.98				
						<u>680.98</u>				
<b>Pompa Brothers, Inc.</b>	8/24/2023	76835 crusher	2031	GG.8140.404.000	Storm Sewer Drainage CE - Repairs & Main	166.65				
						<u>166.65</u>				

# Village of Ballston Spa Abstract of Audited Vouchers from 8/29/2023 to 9/12/2023

<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>
	8/29/2023	76865 VIRGIN TOP		AA.5110.404.000	Street Administration CE - Repairs & Mai	971.29		
<b><u>Pompa Brothers, Inc. Total</u></b>			2037			<u>1,137.94</u>		
<b><u>Safety-Kleen Systems, Inc</u></b>								
8/18/2023	92469493 parts			AA.1640.405.000	Central Garage CE - Supplies	438.49		
<b><u>Safety-Kleen Systems, Inc Total</u></b>						<u>438.49</u>		
<b><u>Sherman Air Services</u></b>			2081					
8/24/2023	23-291 EML			AA.3411.406.000	E.M.L. Fire Edpt CE - Other	1,299.00		
<b><u>Sherman Air Services Total</u></b>						<u>1,299.00</u>		
<b><u>SIENA FENCE CO</u></b>			2051					
8/28/2023	27559 PVC			AA.5110.404.000	Street Administration CE - Repairs & Mai	40.00		
<b><u>SIENA FENCE CO Total</u></b>						<u>40.00</u>		
<b><u>Simmons Elevator Company</u></b>			2096					
8/14/2023	47740 REPAIR			LL.7410.400.000	Library CE - Contracts	91.40		
8/16/2023	47808 REPAIR			LL.7410.400.000	Library CE - Contracts	431.00		
<b><u>Simmons Elevator Company Total</u></b>						<u>522.40</u>		
<b><u>Spectrum - Charter Communications</u></b>			1877					
8/31/2023	131088001080123			AA.3412.402.000	Union Fire Dept CE - Phone & Internet	204.98		
<b><u>Spectrum - Charter Communications Total</u></b>						<u>204.98</u>		
<b><u>Sprint</u></b>			2063					
8/28/2023	155060087-257			AA.3620.402.000	Safety Inspectors CE - Phone & Internet	101.32		
8/28/2023	155060087-257			AA.8340.402.000	Transmission & Distribution - CE - Phone	101.32		
8/28/2023	155060087-257			AA.3413.402.000	Fire Police CE- Phone & Internet	50.66		
8/28/2023	155060087-257			AA.3120.402.000	Police CE - Phone & Internet	182.98		
8/28/2023	155060087-257			AA.5110.402.000	Street Administration CE - Phone & Internet	101.32		
<b><u>Sprint Total</u></b>						<u>537.60</u>		
<b><u>Stanley Paper Company, Inc.</u></b>			2046					
9/01/2023	595987 LINER			AA.1640.405.000	Central Garage CE - Supplies	327.84		
<b><u>Stanley Paper Company, Inc. Total</u></b>						<u>327.84</u>		

## Village of Ballston Spa Abstract of Audited Vouchers from 8/29/2023 to 9/12/2023

<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>
Talmadge, Gail	9/12/2023	20230907 PAINTING CLASS	2103	AA.7010.400.000	Fund For the Arts	1,125.00		
<b>Talmadge, Gail Total</b>						<u>1,125.00</u>		
Town Of Ballston	9/01/2023	20230906 WELLNESS	2074	AA.5680.400.000	Transportation (Shuttle Bus) CE	45.28		
<b>Town Of Ballston Total</b>						<u>45.28</u>		
W.B. Mason Co, Inc.	10/17/2022	CM1295952 CREDIT	2057	AA.1410.400.000	Village Clerk CE - Contracts	-18.00		
	3/16/2023	237009290 WATER		AA.1410.400.000	Village Clerk CE - Contracts	53.92		
	9/12/2023	233946099 WATER		AA.1410.400.000	Village Clerk CE - Contracts	3.99		
	9/12/2023	234273708 WATER		AA.1410.400.000	Village Clerk CE - Contracts	53.92		
	9/12/2023	CM1295951 CREDIT		AA.1410.400.000	Village Clerk CE - Contracts	-36.00		
<b>W.B. Mason Co, Inc. Total</b>						<u>57.83</u>		
	9/12/2023	20230906 MEDICAL	2090	AA.9060.800.000	Medical Insurance (Village Share) EB	30.00		
						<u>30.00</u>		
Wells Fargo Vendor Fin Serv	8/19/2023	5026372184 COPIER	2073	AA.3120.400.000	Police CE - Other	107.35		
<b>Wells Fargo Vendor Fin Serv Total</b>						<u>107.35</u>		
White Cap	8/22/2023	50023428125 RED TUFTILE	2048	AA.5110.404.000	Street Administration CE - Repairs & Mai	1,020.00		
<b>White Cap Total</b>						<u>1,020.00</u>		
<b>Total for Voucher Type: Regular</b>						<u><b>59,608.17</b></u>		
<b>Total:</b>								
		Online				291.20		
		Prepaid				85,732.10		
		PriorYear				3,939.00		
		Regular				59,608.17		
		Total				<u>149,570.47</u>		

**Village of Ballston Spa**  
**A/P Distribution Summary by Fund from 8/29/2023 to 9/12/2023**

<u>Fund</u>	<u>District</u>	<u>Amount</u>
AA - General	000	137,568.09
<u>AA Fund Total</u>		<u>137,568.09</u>
GG - Sewer	000	7,762.08
<u>GG Fund Total</u>		<u>7,762.08</u>
LL - Library	000	3,941.85
<u>LL Fund Total</u>		<u>3,941.85</u>
TA - Trust & Agency	000	298.45
<u>TA Fund Total</u>		<u>298.45</u>
<b>Grand Total</b>		<b>149,570.47</b>

# Treasurer's Report

## September 12, 2023

### Balance Sheet

- EFPR is working on our August Bank Reconciliations as of this date. Reports to follow for the next Village Board meeting on September 25<sup>th</sup>.

### Revenues

- **(Preliminary) Revenues-**
  - Total Year-to-date Revenues on the Statement of Revenues and Expenditures in the General Fund are \$639,961.24.
  - Major revenues recorded in August were:
    - Real Property Tax of \$29,343.18 was collected.
    - Metered Water Sales collected were \$286,880.50.
    - Non-Property Tax Distribution by County was \$124,165.00.
    - Gross Utilities Tax was \$452.76.
    - Pool Fees of \$1,453.00 was collected.
    - Public Works Charges of \$275.00 were received.
    - Rental of Real Property for \$2,164.86 were received.
    - Licenses and Permits were \$620.00.

Residents that did not pay their Village Tax bills had penalties put on for September properties, totaling just over \$1,100.00. Late Utility bills have had the 10% penalty placed on accounts outstanding in September as well, totaling \$12,784.00 in revenue.



Village of Ballston Spa - Chapter 27 Ethics Code

**§27-1: Purposes; applicability**

- A. Purposes. The proper operation of a Village government requires that its officers and employees be independent, impartial, and accountable to the people; that government decisions and policy be made in the proper channels of the governmental structure; that the public office not be used for personal gain; and that the public officers and employees observe in their official acts the highest standards of ethics and discharge faithfully the duties of their public office regardless of personal consideration.
- B. All officers and employees shall conduct themselves in a professional and respectable manner towards the public and one another. Realizing what is legal is not necessarily ethical, it is the policy of the Village of Ballston Spa and the purpose of this chapter to establish standards and guidelines for the ethical conduct of officers and employees. Though assurance of such conduct will continue to rest primarily on personal integrity and community vigilance, the establishment of standards is another step toward providing the highest caliber of public administration for the Village and ensuring that government decisions are arrived at impartially and free from conflicts of interest, thereby increasing confidence in public officials.
- C. It is also the purpose of this chapter to protect officials and employees from unwarranted accusations that impugn their integrity by distinguishing material conflicts of interest from those that are inconsequential, recognizing that for local government to attract and hold competent and professional public servants public service must not require a complete divesting of all proprietary interests. In recognition of these goals, there is hereby established a Code of Ethics for all officers and employees of the Village of Ballston Spa. In the event of any conflict or inconsistency between the provisions of this Code and the provisions of Article 18 of the General Municipal Law, this Code shall prevail, except that nothing in this Code shall authorize conduct otherwise prohibited by Article 18 of the General Municipal Law.
- D. Applicability. This Code of Ethics is enacted pursuant to Section 806 of the General Municipal Law and Section 10 of the Municipal Home Rule Law. Officers and employees of the Village must comply with the provisions of the Code of Ethics, as well as the conflict of interest standards prescribed by Article 18 of the General Municipal Law. The Code of Ethics is an addition to the standards contained in the Article 18 of the General Municipal Law.

**§27-2: Definitions**

As used in this chapter, the  
**APPOINTEE:** Village Bo

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9:15

**CONFIDENTIAL:** Personnel matters and financial matters which, if disclosed, would be of detrimental interest to the Village and a violation of the trust placed in that person.

**EMPLOYEES:** Any person that receives a salary or wage from the Village of Ballston Spa. Includes all employees of the Village and of all governmental bodies created under the provisions of the Village Law.

**ETHICS BOARD:** The Board of Ethics appointed by the Village Board of Trustees.

**FAMILY MEMBER.** A parent, stepparent, sibling, stepsibling, spouse, child (including children of spouse or domestic partner), stepchild, grandparent, grandchildren, uncle, aunt, nephew, niece, first cousin, household member, or domestic partner of a municipal officer or employee and individuals having any of these relationships to the spouse of the officer or employee.

**INTEREST:** A direct or indirect financial or material benefit, including private financial benefit or interest other than financial, arising from blood or marriage relationships or close business or political association. It does not include any benefit arising from the provision or receipt of any services generally available to all the residents or all the taxpayers of the municipality or an area of the municipality, or a lawful class of such residents or taxpayers.

**A municipal officer, employee or appointee is deemed to have an interest in any matter involving:**

A. Any firm, partnership, association, or private organization of which they, their family member, or a member of their household is an owner, partner, director, officer or employee; and  
B. Any corporation of which any such person, family member, or member of their household is a director, officer or employee, or directly or indirectly owns or controls more than 5% of the corporation's outstanding stock.

**MUNICIPAL OFFICER:** Includes elected and appointed officials and officers, whether paid or unpaid, and members of all governmental bodies created under the provisions of the Village Law and all other Village ordinances and applicable statutes (i.e. members of the Planning Board, Zoning Board of Appeals, Library Board, Ethics Board, Park and Tree Board)

**MUNICIPALITY.** The Village of Ballston Spa. The word "municipal" refers to the municipality.

**PARTICIPATING:** Includes the rendering of advice or recommendation, investigation, approval, disapproval or otherwise influencing a decision or action.

**§27-3: Acting in the Public Interest: Appearance of Impropriety**

No municipal officer or employee shall use their municipal position or perform their official powers and duties for the purpose of benefitting family, household members, private business or

organizations in which they have an interest, nor create an appearance of impropriety by giving the impression that they will exercise or perform their official powers or duties on the basis of any consideration other than the best interests of the municipality.

**§27-4: Use of Position for Personal or Private Gain**

- A. No municipal officer or employee may use their position to secure personal or private gain for themselves, or for any other person or any organization in which they are deemed to have an interest. Personal or private gain does not include payment, benefit, or opportunity that is customarily and legally provided to any of the following groups of people or a lawful class of such groups:
  - 1. All municipal officers or employees;
  - 2. All residents or taxpayers of the municipality or an area of the municipality; or
  - 3. The general public.
- B. No municipal officer or employee shall cause the municipality to expend more money and/or Village resources than is reasonably necessary for transportation, meals, or lodging in connection with official travel.
- C. This section does not prohibit a municipal officer or employee from:
  - 1. Voting to approve the municipality's annual budget;
  - 2. Receiving lawful compensation for services as a municipal officer or employee;
  - 3. Receiving payment or reimbursement for actual and necessary expenses reasonably incurred in the performance of official duty;
  - 4. Receiving payments under a lawful municipal contract;
  - 5. Using municipal personnel, vehicles, equipment, material, supplies, or property for any municipal business purposes pursuant to law; or
  - 6. Performing a ministerial function that does not require the exercise of discretion.

**§27-5: Treatment of Others by Officers, Employees, and Appointees**

An officer or employee of the Village of Ballston Spa shall treat all members of the public, whether a person, firm or corporation, or other organization, including Village officers, employees, and appointees with equal consideration and without special favor or prejudice in carrying out their official duties.

**§27-6: Disclosure of Interest in Legislation and Other Matters**

- A. Whenever a matter requiring the exercise of discretion comes before a municipal officer, employee, or an appointee either individually or as a member of a board, and disposition of the matter could result in a direct or indirect financial or material benefit to themselves, a family or household member or any private organization in which they are deemed to have an interest, the municipal officer, employee, or appointee shall disclose, in writing, the nature of the interest.
- B. The disclosure shall be made when the matter requiring disclosure first comes before the municipal officer, employee, or appointee, or when the municipal officer, employee, or appointee first acquires knowledge of the interest requiring disclosure, whichever is earlier.

- C. In the case of a person serving in an elective office, the disclosure must be made publicly and shall be filed with the Village Board of the municipality. In all other cases, the disclosure must be made publicly and shall be filed with the person's supervisor or, if the person does not have a supervisor, the disclosure shall be filed with the municipal officer, employee, or board having the power to appoint to the person's position. In addition, in the case of a person serving on a municipal board, a copy of the disclosure shall be filed with the board. Any disclosure made to a board shall be made at a public meeting of the board and must be included in the minutes of the meeting.
- D. For purposes of this section, a "matter requiring the exercise of discretion" includes any matter coming before the Board of Trustees, or any administrative board, commission, committee, or other agency of the municipality in which a vote of a body of municipal officers is required regarding a local law, ordinance, resolution, motion or any other decision, issue, or question.

**§27-7: Holding of Investments in Conflict with Official Duties**

- A. No municipal officer or employee may acquire the following investments:
  - 1. Investments that can be reasonably expected to require more than sporadic recusal and abstention under §27-10 of this code.
  - 2. Personal investments that would otherwise impair a reasonable person's independence of judgment in the exercise or performance of their official powers and duties.
  - 3. No officer or employee shall engage in or participate in any business or transaction or shall have an interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair their independent judgment or action in the performance of their official duties.

This section does not prohibit a municipal officer or employee from acquiring any other investments or the following assets:

- 1. Real property located within the municipality and used as their personal residence, or residence of a family member.
- 2. The stock of a publicly traded corporation; or
- 3. Bonds or notes issued by the municipality and acquired more than one year after the date on which the bonds or notes were originally issued.

**§27-8: Private Employment in Conflict with Official Duties**

- A. No municipal officer or employee may accept employment or engage in any business or professional activity which:
  - 1. Impairs the person's independence of judgment in the exercise or performance of his or her official powers and duties;
  - 2. Is likely to require disclosure or use of confidential information gained by reason of serving as a municipal officer or employee; or
  - 3. Requires representation of a person or organization other than the municipality in connection with litigation, negotiations, or any other matter to which the municipality is a party.
  - 4. Can be reasonably expected to require more than sporadic recusal and abstention pursuant to §26-10 of this code;

- B. No municipal officer or employee may in a private capacity represent another person or organization before the Village of Ballston Spa, or any officer, administrative board, commission, or other agency of the municipality.

**§27-9: Future Employment**

- A. No municipal officer or employee may ask for, pursue, or accept a private post-government employment opportunity with any person or organization that has a matter requiring the exercise of discretion pending before the municipal office or employee, either individually or as a member of a board, while the matter is pending or within the 90 days following final disposition of the matter.
- B. No municipal officer or employee, for the one-year period after serving as a municipal officer or employee, may represent or render services to a private person or organization in connection with any matter involving the exercise of discretion before the municipal office, board, department, or comparable organizational unit for which he or she served.
- C. No municipal officer or employee at any time after serving as a municipal officer or employee, may represent or render services to a private person or organization in connection with any particular transaction in which he or she personally and substantially participated while serving as a municipal officer or employee.

**§27-10: Recusal and Abstention**

- A. Except as otherwise required by law or as provided by this section, no municipal officer or employee may participate in the discussion, vote, or exercise or perform any other official powers or duties in connection with any matter when they have an interest in the matter and know or should know that the action could confer a direct or indirect financial or material benefit on themselves, a family member, a household member, or any private organization in which they are deemed to have an interest.
  
- B. In the event that Subsection A of this section prohibits a municipal officer or employee from exercising or performing their official powers or duties:
  - 1. If the person is an officer servicing as a member of a body of municipal officers, the power or duty shall be exercised or performed by the other members of the body who are not prohibited by Subsection A from exercising or performing the power or duty;
  - 2. If the person is an officer, and does not serve as a member of a body of municipal officers, and has a deputy who is not prohibited by Subsection A from exercising or performing the power or duty, the deputy shall exercise or perform the power or duty; or
  - 3. If the person is an employee, they must refer the matter to their immediate supervisor, and the immediate supervisor shall designate another person to exercise or perform the power or duty that is not prohibited from doing so by Subsection A of this section.
  
- C. Exceptions (use of position, disclosure, recusal, and abstention)

1. This Code's prohibition on use of a municipal position, disclosure requirement, and requirements relating to recusal and abstention shall not apply with respect to the following matters:
  - a. Adoption of the municipality's annual budget.
  - b. Any matter requiring the exercise of discretion that directly affects any of the following groups of people or a lawful class of such groups:
    - i. All municipal officers or employees;
    - ii. All residents or taxpayers of the municipality or an area of the municipality; or
    - iii. The general public.
  - c. Any matter that does not require the exercise of discretion.
2. Recusal and abstention shall not be required with respect to any matter:
  - a. Which comes before a board when a majority of the board's total membership would otherwise be prohibited from acting by §27-10(A) above of this Code.
  - b. Which comes before a municipal officer when the officer would be prohibited from acting by §27-10(A) above of this Code and the matter cannot be lawfully delegated to another person.

**§27-11: Interests in Contracts**

- A. No municipal officer or employee may have an interest in a contract that is prohibited by § 801 of the General Municipal Law.
- B. Every municipal officer and employee shall disclose interest in contracts with the municipality at the time and in the manner required by § 803 of the General Municipal Law.

**§27-12: Personal Representations and Claims Permitted**

This Code shall not be construed as prohibiting a municipal officer or employee from:

- A. Representing themselves, or their spouse or minor children, before the municipality; or
- B. Asserting a claim against the municipality on their own behalf, or on behalf of their spouse or minor children.

**§27-13: Use of Municipal Property**

No officer, employee, or appointee of the Village of Ballston Spa may request or permit the use of municipal personnel and the municipality's funds, Village-owned vehicles, equipment, materials, resources, or property for a non-Village purpose, except when such use:

- A. Is available to the public generally and on the same terms as a member of the public;
- B. Is provided as written Village policy for the use of the officer or employee in the conduct of official duties;
- C. Is deemed an appropriate purpose by the Village Board through a motion and vote to approve a use of Village property.

**§27-14: Nepotism**

- A. No municipal officer or employee may participate in any decision whether to appoint, hire, promote, discipline, or discharge a family member from any position at, for or

within the Village of Ballston Spa or an administrative board, commission, or other agency of the municipality.

- B. No municipal officer or employee may directly supervise a family member in the performance of the family member's official powers or duties.

**§27-15: Political Solicitations**

- A. No municipal officer or employee shall directly or indirectly compel or induce a subordinate municipal officer or employee to make, or promise to make, any political contribution, whether by gift of money, service, or other thing of value.
- B. No municipal officer or employee may act or decline to act in relation to appointing, hiring, promoting, discharging, or disciplining, or in any manner changing the official rank, status, or compensation of, any municipal officer or employee, or an applicant for a position as a municipal officer or employee, on the basis of the giving or withholding or neglecting to may any contribution of money or service or any other valuable thing for any political purpose.
- C. No officers, employees, or appointees shall engage in political campaign activities during their official Village of Ballston Spa workday, or while conducting official village business.
- D. No employee, municipal official or appointee shall use official Village correspondence or other Village resources for the purposes of political activity.
- E. No Village official shall serve as an officer or like position in a political party or political organization.

**§27-16: Confidential Information**

No municipal officer, employee, or appointee who acquires confidential information in the course of exercising or performing their official powers or duties may disclose or use such information unless the disclosure or use is required by law or in the course of exercising or performing their official powers or duties.

**§27-17: Adherence to Approved Motions and Laws**

- A. Every officer and employee must comply with all legal motions and laws passed by the Village Board.
- B. No officer, employee, or appointee shall take any action, or through inaction or withholding of information, impede the ability of other officers, employees and appointees to properly and fully perform their duties.
- C. All public officials shall be truthful in all of their dealings, discussions, and decisions relating to the Village.

**§27-18: Gifts**

- A. No municipal officer or employee shall solicit, accept, or receive a gift in violation of § 805-a(1)(a) of the General Municipal Law as interpreted in this section.
- B. No municipal officer or employee may directly or indirectly solicit any gift.

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- C. No municipal officer or employee may accept or receive any gift, or multiple gifts, from the same donor, having an annual aggregate value of \$75 or more when:
1. The gift reasonably appears to be intended to influence the officer or employee in the exercise or performance of their official powers or duties; or
  2. The gift could reasonably be expected to influence the officer or employee in the exercise or performance of their official powers or duties; or
  3. The gift is intended as a reward for any official action on the part of the officer or employee.
- D. For purposes of this section, a gift includes anything of value, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form. The value of a gift is the gift's fair market value, determined by the retail cost of the item or a comparable item. The fair market value of a ticket entitling the holder to food, refreshments, entertainment, or any other benefit is the face value of the ticket, or the actual cost to the donor, whichever is greater. Determination of whether multiple gifts from a single donor exceed \$75 must be made by adding together the value of all gifts received from the donor by an officer or employee during the twelve-month period preceding the receipt of the most recent gift. A gift does not include a lawful campaign contribution.
- E. Gifts intended to influence or reward:
1. A gift to a municipal officer or employee is presumed to be intended to influence the exercise or performance of their official powers or duties when the gift is from a private person or organization that seeks municipal action involving the exercise of discretion by or with the participation of the officer or employee.
  2. A gift to a municipal officer or employee is presumed to be intended as a reward for official action when the gift is from a private person or organization that has obtained municipal action involving the exercise of discretion by or with the participation of the officer or employee during the preceding 12 months.
- F. This section does not prohibit:
1. Gifts made to the municipality.
  2. Gifts from a person with a family or personal relationship with the officer or employee when the circumstances make it clear that it is that personal relationship, rather than the recipient's status as a municipal officer or employee, that is the primary motivating factor for the gift.
  3. Gifts which are de minimus, reasonable and customary, given on special occasions, such as marriage, illness, or retirement which are modest, reasonable and customary.
  4. Unsolicited advertising or promotional material of little intrinsic value, such as pens, pencils, notepads, and calendars; or
  5. Awards and plaques having no resale value which are publicly presented in recognition of service as a municipal officer or employee, or other service to the community.
  6. Meals and refreshments provided when a municipal officer or employee is a speaker or participant at a job-related professional or educational conference or program and the meals and refreshments are made available to all participants.

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**§27-19: Annual Financial Disclosure Form**

- A. All Village of Ballston Spa Officers and employees shall file with the Village Clerk a financial disclosure statement within 30 days after taking office and no later than May 30 of each year thereafter. Current Officers and employees shall file with the Village Clerk a financial disclosure statement within 30 days after the effective date of this code as defined in section 27-26. Such disclosure will cover the twelve-month period prior to the date of filing. Within 30 days of any material change in information contained in their most recently filed statement, the officer or employee shall file a signed amendment to the statement reflecting such change.
- B. Disclosure statements shall be maintained for a minimum period of seven years from the date of filing.
- C. Matters to be disclosed on the financial disclosure form:
  - (1) The officer or employee's name, home address, office phone number, office email.
  - (2) For Officers only: The family member, relationship, tax ID, address, and type of interest, control or ownership of any real property within the Village in which the Village official or family member has an ownership or other financial interest.
  - (3) List any occupations, trade, business, or profession presently engaged in by you or your spouse (presently or during the past 12 months) which does business or has any matter pending with or is licensed or regulated by a Village Agency or Department.
  - (4) The name, address and phone number of any partnership, unincorporated association or other unincorporated business of which you or your family member is an officer, employee, or partner and has a proprietary interest with the partnership, association or business and such entity has engaged in within the past 12 months, or is anticipated to have, any business dealings with the Village.
  - (5) The name, address and phone number of any corporation of which you or your family member is an officer or director or employee, or in which you or your family member legally or beneficially owns or controls more than 5% of the outstanding stock, and any such entity that you have engaged in business dealings with the Village within the past 12 months, or with which you are anticipated to have any business dealings with the Village, and your and family member's position, if any, with the corporation.
  - (6) List all sources of income received by you, your spouse, or unemancipated children from entities doing business with the Village at present or during the prior twelve months' period, or which you anticipate will engage in business with the Village in the future. Include name and address of such entities.
  - (7) The name, address, relationship, title and department of each family member who is an officer or employee of the Village of Ballston Spa, whether paid or unpaid.
  - (8) For Officers only: Any official leadership position the officer currently holds in any political party, political committee or political organization.

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**§27-20: Public access**

The Village of Ballston Spa recognizes that public access to the Annual Financial Disclosure Forms which are filed by village officers and employees will enhance the public confidence thereof and shall deter conflicts of interest and assist in their uncovering.

- A. Any person or news media desiring to review the disclosure statement of any officer or employee shall submit as a request pursuant to the Freedom of Information Law[1] or

written request to the Village of Ballston Spa's Village Board which shall include the following:

(1) Name, address, email and phone number

(2) Name and address of any person or organization on whose behalf the statement is being requested.

B. Any officer or employee whose disclosure statement has been inspected or copied shall be notified of the identity and the address of the person(s) who or organization(s) which requested to view or to copy such statement.

C. It shall be unlawful for any person or organization to inspect or to copy a statement for:

(1) Any unlawful purpose.

(2) The use, directly or indirectly, in the solicitation of the official or employee for political, charitable or business purposes.

D. A civil action may be brought by the Village of Ballston Spa's Village Board against any person or organization that violates the provisions of Subsection C of this section or for the willful withholding of the information requested in Subsection A of this section.

#### **§27-21: Board of Ethics**

##### **A. Membership**

1. The Board of Trustees shall appoint the Board of Ethics members. The Board of Ethics shall consist of five members approved by a minimum of four members of the Board of Trustees.
2. Each of the five members of the Board of Ethics shall serve a term of four years.
3. Terms shall be staggered so that no more than three members shall have their terms end simultaneously. Existing terms shall continue without interruption with the adoption of this Code.
4. Members may be appointed for not more than two consecutive four-year terms.
5. If a vacancy shall occur otherwise than by expiration of term, the Mayor shall appoint a new member for the unexpired term with Village Board approval.
6. It is the responsibility of the Village Board to solicit new applicants to fill current and upcoming vacancies on the Ethics Board in a timely manner. Solicitation includes, at minimum, placing vacancy on the Village of Ballston Spa Board of Trustees agenda for at least one (1) meeting and on Village of Ballston Spa website and social media until the vacancy is filled. The Ethics Board shall conduct the initial review of applicants and then recommend to the Board of Trustees any prospective members.
7. The Board of Trustees has the discretion to accept or reject the recommendations of the Ethics Board regarding the appointment of prospective new members.

##### **B. Qualifications of Board Members**

1. All members of the Board of Ethics must be residents of the Village of Ballston Spa.
2. No member of the Board of Ethics shall be a political committee person, hold office in a partisan political organization, or hold elective office in the Village of

Ballston Spa. A Board of Ethics member may make campaign contributions, display campaign signage, and vote.

3. Not more than three members of the Board of Ethics may be members of the same political party.
4. No current officer or employee of the Village of Ballston Spa is eligible to serve on the Board of Ethics.
5. All candidates seeking appointment to the Board of Ethics must agree to:
  - a. Maintain an email account which they agree to monitor at least once per week during their appointed term of office.
  - b. Respond to requests for communication from the Board of Ethics members and the Village Board of Trustees within 48 hours of receiving a communication. Exceptions may be made for vacations, illness, family emergencies, extended leave of absence, acts of God, and other actual emergencies.
  - c. Disclose any prior felony or misdemeanor convictions, and any current pending criminal charges or otherwise consent to and authorize a background check. Convictions and pending charges are not immediate grounds for ineligibility to serve.
  - d. Maintain and inhabit a primary physical residence in the Village of Ballston Spa for no less than seven months of any year in which appointed to Board of Ethics.
  - e. Board of Ethics members that are not physically present for a meeting may make a virtual appearance at the Board of Ethics meeting to maintain appointed duties, provided that a quorum is present in person.
  - f. Have no clear and present significant conflicts of interest.
  - g. Disclose their registered political affiliation so as not to conflict with the provision of § 27-21(B)(3).
6. The minimum age for applicants to the Board of Ethics is 21 years at the time of appointment.
7. All candidates seeking appointment to the Board of Ethics must complete the Committee Interest Form, disclose any current direct business dealings within and with the Village of Ballston Spa and complete the Financial Disclosure Form upon appointment or the effective date of this code as defined in section 27-26 and annually thereafter.

C. Powers and Duties of the Board of Ethics:

1. The Board of Ethics shall select its own Chairperson from within the Board for a one-year term and delegate authority to the Chairperson to act in the name of the Board between meetings of the Board of Ethics provided that the delegation is in writing and the specific powers to be delegated are enumerated, and further provided that the Board of Ethics may not delegate the power to conduct hearings, determine violations, recommend disciplinary action, impose civil fines, refer any matter to a prosecutor or render advisory opinions, except as stated in Section 27-21. If the Chairperson leaves prior to the end of the one-year term, the Board of Ethics will select a chair to serve the remainder of the term.

2. Prescribe and promulgate rules and regulations governing its own internal organization and procedures in a manner not inconsistent with this section or any state or federal law.
3. Conduct investigations pursuant to the Village of Ballston Spa Code of Ethics.
4. Issue advisory opinions pursuant to the Village of Ballston Spa Code of Ethics.
5. Conduct hearings, recommend disciplinary action and initiate appropriate actions and proceedings pursuant to the Village of Ballston Spa Code of Ethics.
6. In the case of a hearing held by the Board of Ethics, the due process procedural mechanisms shall be substantially similar to those set forth in Article 3 of the State Administrative Procedure Act. The Ethics Board shall conduct and complete the hearing with reasonable promptness, unless, in its discretion, the Ethics Board refers the matter to the authority or person or body authorized by law to impose disciplinary action or unless the Ethics Board refers the matter to the appropriate prosecutor. If such a referral is made, or if a matter is the subject of another governmental inquiry investigation or judicial proceeding, the Ethics Board may adjourn the matter pending a final determination of such matter by the other authority, person, body, or law enforcement agency.
7. The Ethics Board of the Village of Ballston Spa may act only with respect to officers, employees, and appointees of the municipality and persons having business dealings with the municipality. The termination of a Village officer's or employee's term of office or employment with the Village shall not affect the jurisdiction of the Village Ethics Board with respect to requirements imposed by this chapter on former Village officers or employees to the extent permitted by law.
8. The Village Ethics Board may refer any matter within its jurisdiction to the county Ethics Board in its discretion. The Ethics Board shall refer to the appropriate law enforcement agency any facts or evidence that comes into its possession that reasonably indicates possible criminal violations.
9. Where necessary and indicated, the Ethics Board will retain and utilize the attorney for the Village or, when required or there is a decided conflict, will request permission from the Village Board of Trustees to retain outside counsel.
10. Any formal communication from the Board of Ethics to the Village Board of Trustees shall be in written form. Any majority opinions/recommendations issued by the Board of Ethics will require the signatures of a majority of the members of the Board of Ethics. While not required, a dissenting opinion/recommendation may be written, signed, and attached to the majority opinion/recommendation if the members in the minority so choose.
11. The Ethics Board will hold meetings in order to carry out its power and duties. Other than meetings focused on confidential investigations, meetings of the Board shall be subject to the requirements of the New York State Open Meetings Law. This includes meetings, or parts of meetings, to add members, make recommendations for code changes, and any other business that does not require confidentiality.

D. Removal of appointed Ethics Board Members.

1. Appointed members of the Ethics Board may voluntarily vacate from their appointed office upon submission of a letter of resignation to the Village Board of Trustees.
  2. Members of the Ethics Board may be removed from their office if the following occurs:
    - a. By being found in violation of the Code of Ethics and being subsequently removed from office by Village Board of Trustees. The Village Board must give the Board member written notice and an opportunity to be heard.
    - b. By receiving a unanimous vote from the remaining members of the Board of Ethics and recommendation made to the Village Board of Trustees for removal from office for violations of B above.
- E. Training of the Board of Ethics. Each member of the Board of Ethics shall be required to complete at least three hours of ethics training per year either in-person or on-line. Each member shall provide proof of such training to the Village Clerk and such proof shall be maintained in the office of the Village Clerk as a municipal record. Failure to complete required training for more than one year may result in dismissal from the Ethics Board. Newly appointed members must complete their initial training within 120 days of appointment. The Village Clerk will identify and disseminate training resources and opportunities to the members.

**§27-22: Complaints and Investigations**

- A. Upon receipt of a form duly sworn by the person requesting an investigation of an alleged violation of this chapter or upon the Board determining on its own initiative that a violation of this chapter may exist, the Ethics Board shall have the power and duty to conduct any investigation necessary to carry out the provisions of this section. In conducting any such investigation, the Board may administer oaths or affirmations, subpoena witnesses and compel their attendance and require the production of any books or records which it may deem relevant or material. The form to be utilized in requesting an investigation of an alleged violation of this chapter shall be the form available in the office of the Village Clerk and on the Village of Ballston Spa website.
- B. All complaints, hearings and proceedings of the Board of Ethics shall be kept confidential until such time as a final determination is made. Thereafter, the Village Ethics Board shall state in writing its disposition of every sworn complaint it receives and of every investigation it conducts and shall set forth the reasons for the disposition to the Village Board of Trustees. Any findings of violations of this chapter or other applicable law shall be served upon the subject of the investigation within seven days of such service of any findings of violations of this chapter, and violations shall be made a public record and shall be indexed and maintained on file by the Village Clerk.
- C. All employees and appointees of the Village of Ballston Spa and all officers (whether paid or unpaid) are required to fully cooperate with the reasonable requests of the Village of Ballston Spa Ethics Board during all formal ongoing investigations. Notwithstanding the above requirement, the following conditions will also apply:

1. The Ethics Board shall advise the employee, officer, or appointee of their right to confer with or obtain outside legal (or other) counsel. No individual shall be denied their right to obtain and to utilize outside legal (or other) counsel. A reasonable period of time will be provided to retain outside counsel (as a general rule, no less than 30 calendar days).
  2. Any individual questioned in connection with any investigation will be advised whether they are a target and/or subject of that investigation within 5 days after a complaint has been made.
- D. The Village Ethics Board shall state, in writing, its disposition of every sworn complaint it receives and of every investigation it conducts and shall set forth the reasons for the disposition to the Village Board. The findings of the Ethics Board will be sent to the subject of the investigation within seven (7) days after such findings become final.

**§27-23: Enforcement - Penalties for Offenses**

- A. Employee-Related Enforcement: In its discretion and after a hearing in accordance with Article 3 of the State Administrative Procedure Act (SAPA), and subject to § 75 of the Civil Service Law and any collective bargaining agreements, to the extent practicable, the Village Ethics Board may recommend for action to the Board of Trustees appropriate disciplinary action which may include a written warning, or reprimand, forfeiture of accrued leave with pay, fine, required attendance at ethics training seminars, suspension or termination of employment to the authority or person or body authorized by law to impose such sanctions, reimbursement for any costs incurred directly by the Village as a result of the ethical violation, or other costs associated with addressing the ethical violation.
- B. Enforcement against Appointees and Public Officers other than Board of Trustees: The Ethics Board can recommend a written warning or censure by the Board of Trustees, or removal from office in the manner provided by law. The Ethics Board can also, under its own action, issue a public statement of censure.
- C. Enforcement against Members of the Board of Trustees: The Ethics Board can issue a public resolution of censure against members of the Board of Trustees. Such resolution will be read at a public Board of Trustees meeting and entered into the public record.
- D. The Village Ethics Board shall conduct and complete the hearing with reasonable promptness and shall not act without notice and opportunity for the target or subject of the investigation to be heard and shall observe appropriate due process.

**§27-24: Ethics Advisory Opinions**

- A. The Board of Ethics shall render confidential advisory opinions to officers, employees, and appointees of the Village of Ballston Spa with respect to Article 18 of the General Municipal law and this Code of Ethics. Officers, employees, and appointees of the

municipality are encouraged to seek advisory opinions whenever they are uncertain whether their conduct may violate the Code of Ethics.

- B. The Board of Ethics will prepare an advisory opinion based on a thorough review of the facts and applicable law. The Board's opinion is to be based primarily on the facts presented in the request or subsequently submitted in a written signed document. The opinion will be rendered, in writing, to the requester as expeditiously as is practicable, with special attention to the time requirements of a given case.
- C. An officer, employee, or appointee of the municipality whose conduct or action is the subject of an advisory opinion will not be subject to penalties or sanctions by virtue of acting, or failing to act, due to a reasonable reliance on the opinion, unless material facts were omitted or misstated in the material submitted by the requester.
- D. The Board of Ethics will maintain a confidential indexed file of all advisory opinions issued by the Board, which will be kept and maintained by the Village Clerk.

**§27-25: Posting and Distribution of Code**

- A. The Village of Ballston Spa must promptly cause a copy of this Code of Ethics and a copy of Article 18, §§ 800-809, of the General Municipal Law, and a copy of any amendment to this Code of Ethics, to be posted publicly and conspicuously in each building under the municipality's control and on the Village of Ballston Spa website. The Code must be posted within 10 days following the date on which the Code takes effect. An amendment to the Code must be posted within 10 days following the date on which the amendment takes effect.
- B. The Village of Ballston Spa must promptly cause a copy of this Code of Ethics and a copy of Article 18, §§ 800-809, of the General Municipal Law, and a copy of any amendment to this Code of Ethics, to be distributed to every person who is or becomes an officer, employee, or appointee of the Village of Ballston Spa. Such distribution can be via electronic mail.
- C. As a part of the onboarding process, each officer and employee shall complete the Financial Disclosure Form and each municipal officer, employee, and appointee will receive a copy of this Code of Ethics and must acknowledge receipt in writing. All present municipal officers, employees, and appointees shall receive a copy of this Code and must acknowledge receipt in writing within 90 days of its ratification. Officers, employees, and appointees shall receive copies of any amendments to the Code and must acknowledge receipt in writing. Such acknowledgements must be filed with the Village Clerk, who must maintain such acknowledgements as a public record.
- D. The failure to post this Code of Ethics or an amendment to the code does not affect either the applicability or enforceability of the Code of Ethics or the amendment. The failure of a municipal officer, employee, or appointee to receive a copy of this Code of Ethics or an amendment to the Code, or to acknowledge receipt thereof in writing, does not affect either the applicability or enforceability of the Code or amendment to the Code.

**§27-26 Effective date.**

This code takes effect on filing with the Department of State.

Mayor/Trustee Bernadette  
"A Village of Friends" Version



Village of Ballston Spa

**REQUEST FOR PROPOSAL (RFP) SOLICITED BY**

**THE VILLAGE OF BALLSTON SPA, NEW YORK**

**FOR**

**ZONING CODE REVISION**

**RESPONDER DUE DATE: October 15, 2023 @ 3:00 P.M.**

**ISSUE DATE: September 15, 2023**

**Deadline for Questions: September 29, 2023**

**(may be modified)**

**Designated Contact:**

**Teri O'Connor**

**[villageclerk@villageofballstonspa.org](mailto:villageclerk@villageofballstonspa.org)**



## A. INTRODUCTION

The Village of Ballston Spa, New York is seeking proposals from qualified consultants to assist in developing a new Zoning Code, Zoning Map, and Subdivision Code to reflect the Vision, Objectives, and Implementation Plan within the Village's recently updated Comprehensive Plan.

The abbreviated vision statement in the 2023 Comprehensive Plan Update (the "Comp Plan") states:

***Ballston Spa will continue to enhance and preserve the charm, historic character, and natural resources of the community for future generations, while encouraging opportunities for the economic growth of small businesses and improving the quality of life for residents.***

The selected consultant ("Consultant") will review existing work, gather public input, work with the Zoning Advisory Committee ("Committee"), the Village's relevant boards and committees, and Village staff to create a code to reflect the long-term vision, goals and policies of the community and provide a plan to guide development and redevelopment of the Village. It is crucial the new ordinance adheres to the principles underscored in the Comp Plan, including preservation of the Village's historic character.

## B. COMMUNITY DESCRIPTION

The Village of Ballston Spa was settled in 1787 and remains a unique destination with a historic main street. Ballston Spa was incorporated as a village in 1807. The Village was once a major spa destination in the 1800s. As it declined as a resort community, it became a major industrial center manufacturing a range of goods. It is now known as a walkable community with a pedestrian-oriented street layout.

Ballston Spa has retained for over a century its Police Department, Fire Department, Public Library, judiciary, public works, retail sector, and Post Office. A diverse range of residents find themselves interrelating with one another as they cross paths, many on a first-name basis. Its neighborhoods have distinct flavors but are too small to allow any one of them to be segregated from others. As an intact village, Ballston Spa offers residents a very family-friendly environment with excellent schools, school-aged childcare, and a full recreation program. It is not by accident the community is described as a strolling "Village of Friends." It is this characteristic that attracts people to relocate to the Village and to visit.

The 1.6 square mile Village, with a population of 5,095 as of 2021, is the Saratoga County Seat and lays within two towns: Ballston and Milton. New York State Route 50 (Church Avenue, Milton Avenue and Doubleday Avenue), a north-south highway between Schenectady and Saratoga Springs, passes through the Village and intersects New York State Route 67 (West High Street). County Road 63 (Malta Avenue) leaves the Village to the east, connecting it to U.S. Route 9 and Interstate 87 (The Northway).

Today, Ballston Spa has many independent small retail businesses, restaurants, and service establishments. More than 14,500 vehicles travel through the Central Business District each day. In addition, Ballston Spa Central School District ("BSCSD") is headquartered in the Village, providing an elementary school in its limits. The BSCSD's middle school, high school and additional elementary schools are all located immediately outside of the Village boundaries. Many not-for-profit organizations, including several churches, are also located within the Village.

## C. BACKGROUND

The existing Ballston Spa zoning code was developed primarily in around 1994. The Zoning Code has undergone some minor updates to address new issues that arise in the Village as well as deficiencies in the existing code. A copy of the current Subdivision (Chapter 178), Zoning (Chapter 205), and other Codes can be found at <https://ecode360.com/BA0385>.

The current zoning code follows a Euclidean code model emphasizing land use separation and density control. However, several pre-existing nonconforming uses exist throughout the Village, making the attempt at Euclidean zoning somewhat inconsistent in many zones. The new zoning code should take an in-depth analysis of the existing code and modernize it to fit the goals, policies, and implementation strategies of the Village's Comprehensive Plan. The new Code must also be made easier to enforce consistently by officers of the Village. The new Code should include design standards and guidelines that work toward achieving the vision of the Comprehensive Plan.

The code should utilize sustainable practices that balance social, economic, and environmental considerations to foster new residents and businesses while preserving the historical architectural significance of the community.

Issues with current code:

- Poorly worded and difficult to understand;
- Purposes and uses defined for districts are rigid and are not inclusive of many of the existing uses within these districts;
- Tables do not reflect current uses;
- Regulations on lot area, corner lots, height, accessory structures, transition requirements, yards and courts are extremely confusing and defy interpretation and consistent application;
- Difficult to navigate due to its lack of organization; and
- Sections of the code are outdated and reference items that are no longer relevant.

Again, it should be underscored that the intent of the modification of the Village's zoning code is to ensure it embraces the goals of the Comprehensive Plan.

The Zoning Advisory Committee will work with the Consultant in the preparation of the revised code with input from the Village's Planning Board, Zoning Board of Appeals, and Building Inspector/Code Enforcement Officer. The project schedule is anticipated to take approximately 12 to 18 months and include a thorough public outreach campaign that will reach all community stakeholders.

In addition to the Comprehensive Plan the Village has completed and number of recent studies that can be utilized as a foundation of the rezoning effort (see Reference Materials for links):

- **Economic Development Plan** (2020);
- **Pedestrian and Bicyclist Master Plan and Linkage Study** (2021);
- **Urban Forestry Tree Inventory and Management Plan** (2022);
- **Ad Hoc Zoning Committee Preliminary Report** (2022); and
- **Brownfields Opportunity Area** (grant underway).

## **D. SCOPE OF WORK**

The selected Planning Consultant is tasked to meet and report to the Committee, selected by the Village of Ballston Spa Board of Trustees and members of various Village government committees. Meetings with the Committee will be open to the public and recorded.

Consultants may respond individually or as a member of a team or both to the tasks described below. The Village reserves the right to negotiate any project elements. The Village reserves the right to award all tasks to the consultant team as submitted, including sub-consultants of a team, or to individual consultant submittals allowing the Village to create a team based on the Village's selection. Should the Village make such an election to create a team in this manner, the consultant(s) will have the opportunity to accept being part of such a team, reject the option, and/or revise their proposal accordingly.

The Consultant is encouraged to offer alternative approaches or methods for achieving the desired outcome as expressed in the Scope of Work below.

Respondent's proposal shall integrate all of the following components in some manner, with the proposal addressing the timing, method, and manner of each component. To achieve full points credit, respondent should provide a separate cost breakdown for the various tasks, using the same identifying language where possible.

- a) Review/Analysis of existing Village of Ballston Spa Zoning and Subdivision Codes;
- b) Review of the 2023 Comprehensive Plan Update and Related Documents (listed above);
- c) Tour the different sections of the Village with the Committee to determine issues with existing zoning or enhancements that could be helpful in future zoning/code and a written assessment resulting from such a tour;
- d) Hold at least two community workshops (or sets of workshops if to be performed in a manner to interview residents/landowners of specific neighborhoods), scheduled in a manner to allow the community to provide preliminary information/ideas and reactions to a draft of the deliverables. Please describe how you would conduct such workshops and when you would hold them inside the process);
- e) Provide the following deliverables in a single or multiple drafts and eventual final format: i) a revised code (including the Zoning Code, Subdivision Code, and any other relevant codes that need revision, whether or not the respondent proposes a unified code), including changes to zone definitions, rules, and regulations where necessary or helpful; ii) a revised zoning map; and iii) an Excel spreadsheet of parcels in which zoning is proposed to be changed or where new zones will be applied to such parcels. \_
- f) Conduct meetings throughout the process with the Committee, the Village Planning Board, the Village Zoning Board, and any other relevant Village Boards or Committees. Please identify the frequency of meetings with especially the Committee, including a Kickoff Meeting, a Completion Meeting, and any meetings in between to ensure continued involvement of the Committee in the process;

- g) Present to the Village Board of Trustees and, if necessary, the Saratoga County Planning Board, with the understanding that revisions may still be necessary as a result of these presentations;
- h) Assist with SEQRA Compliance, the Village Board's Public Hearing(s), and the Village Board's Adoption; and
- i) Provide ongoing assistance with Village Staff and officials most involved in the administration and/or execution of the resulting deliverables for a period of twelve (12) months, with a fixed number of hours available per month.

## **E. PROJECT DURATION**

The consultant will be expected to complete the planning process and present the final documents to the Village Board within twelve (12) to eighteen (18) months from the date of contract execution.

## **F. PROJECT BUDGET**

The cost of the work shall not exceed \$85,000, including all professional services, expenses, overhead, and profit. Payment shall be performed monthly based on percentage of completion to be determined inside the respondent's proposal. The Village advises respondents that a large portion of the scoring below will be based on the proposed cost proposed by the respondent. As such, it is advised to all respondents that they price their work below the "not to exceed" amount to maximize their chances to be awarded part or all of the work associated with this RFP. In addition, respondents are encouraged, to achieve full credit in scoring, to state the specific goal dates for meetings, deliverables (including drafts), presentations, etc., such that the Village can easily determine the timeline/benchmarks being proposed by the respondent. As stated above, the Village reserves the right to award all tasks to the consultant team as submitted including subconsultants of a team, or to individual consultant submittals allowing the Village to create a team based on the Village's preferred selection. The selected consultant(s) shall work with the Village to develop a formal scope of services.

The work is anticipated to begin in December 2023 and can be completed in twelve (12) to eighteen (18) months. The completion of each task deliverable will serve as the basis for payment. The consultant must submit a brief progress report with each invoice describing the progress on each task.

The Consultant must receive written authorization from the Village prior to revision of any accepted proposal and/or deliverables detailed above. Any work completed without prior authorization from Village staff may not be eligible for payment. The task order above is not entirely indicative of a timeline or order in which deliverables will be requested.

The Village recognizes that different approaches can lead to the desired outcomes outlined in this RFP. If, based on the Consultant's knowledge and experience, the Consultant believes the required scope of work should be changed in any way, the suggested changes should be outlined in their response. Respondents to the RFP are required to include a recommended project approach based on their expertise and experience with similar projects. The Village reserves the right to modify the above-mentioned scope of services based on project approaches that may be recommended by

respondents, and all RFP document holders shall be notified of such changes, but the Village intends to award winning consultant(s) before January 2024 regardless of this paragraph.

All documents requested as part of the deliverables, both draft and final products will be submitted to the Village with the following considerations:

#### **DRAFT/FINAL DELIVERABLES**

**Draft Product(s) Deliverable Format:** Twenty (20) paper copies of each product. In addition, all draft products must be submitted as an electronic copy in Word and Portable Document Format - PDF (created using 300 dpi scanning resolution).

**Final Product(s) Deliverable Format:** Twenty-five (25) spiral-bound paper copies of each product. In addition, all final products (including reports, designs, maps, drawings, and plans) must be submitted as an electronic copy in Microsoft Word and Portable Document Format - PDF (created using 300 dpi scanning resolution) and be submitted on a labeled CD-R type CD or single flash drive.

**Electronic Data for all Geographic Information System-Based Mapping Products:** Must be submitted in either ArcGIS format, or similar product, and comply with the requirements for Contract GIS Products.

**Electronic Data for All Designs, Drawings, and Plans:** Must be submitted in the original software that they were created (such as CAD format or other similar product), as well as in JPG format.

**Photographs and Images:** Must be submitted in JPG format with a minimum resolution of 300 dpi and must be dated and captioned with the location and a brief description of the activity being documented.

All work produced for this project, preliminary and final, paper, and electronic format shall be property of the Village of Ballston Spa and can be used by Village's departments.

### **G. PROPOSAL FORMAT AND REQUIREMENTS**

Proposals should contain the following information:

1. **Title Page:** Provide the name of your firm, address, telephone, and name of contact person on a title page;
2. **Letter of Transmittal (maximum of 1 page):** Provide a complete statement regarding the understanding of the project and your interest in working with the Village of Ballston Spa on the Plan. The transmittal letter shall be signed by a duly authorized officer or agent empowered with the right to bind the consultant submitting a proposal for consideration;
3. **Firm Background (maximum of 2 pages):** Provide information on the size, location, disciplines included with the firm, available resources and brief discussion on past experiences related to updating zoning and/or the specific task addressed in the proposal;
4. **Project Team (maximum of 5 pages, not including the organizational chart):** Identify the project team (including sub-consultants and associates) and provide a statement of qualifications for each individual, including information such as: education, professional registrations, area of expertise and years of service in their respective field. Identify the project manager with overall responsibility for the effort and communication with the Village and include an organization

chart. Proposers should indicate how they will meet or exceed State goals for Minority and Woman Business Enterprise contracting;

5. Scope of Work (maximum of 10 pages) – include a detailed work program explaining how the Consultant proposes to perform the Scope of Work that includes:
  - a. Each task to be completed;
  - b. Timeline for each task;
  - c. Schedule of milestones (work products, meetings) shown in weeks from contract award; and
  - d. Work includes at least an average of one meeting/month with the committee, meetings with Planning/Zoning boards/staff and plus two presentations to the Board of Trustees. Meetings do not include workshops. Note: the committee will hold meetings twice a month with the consultant attending once per month;
6. Work Samples (electronic only): List and provide in electronic format only (via electronic mail using either web links or attachments to the email) three (3) examples of rezoning for communities like the Village of Ballston Spa in the last five (5) years with links to their code and other work products. Identify the client and contact information (name, phone number and email address). Please provide work done for communities in the State of New York, when possible;
7. Project Management/Communication (maximum of 1 page) – Proposed method of project management and proposed, best means of communication with the Village about project progress, reviews, and conduct of public meetings;
8. References (maximum of 1 page): Submit names, e-mails, and telephone numbers of other municipal officials that may be contacted to verify performance on projects recently completed by your firm as identified under the Firm Background section of the proposal submittal.;
9. Verify Firm Capacity (maximum of 2 pages): Provide a statement verifying your ability to begin work on the project and complete the tasks within the timeframes identified in the Scope of Work section of the submitted proposal based on your firm’s current workload and capacity;
10. Proposed budget (maximum of 1 page, but information can be integrated in line items above):
  - a. Cost breakdown for each work task complete with proposed number of hours to complete each task, assigned staff member, and billing rates; and
  - b. Not to exceed fee for services required to fulfill the deliverables described herein; and
11. Supporting Information (optional, maximum of 1 page plus any electronic appendices provided via email): Provide other supporting information that may be helpful in further evaluating your qualifications and fit for completing the Plan

## H. TENTATIVE SCHEDULE

The tentative schedule for this Request for Proposals is as follows:

- Release of RFP: September 15, 2023
- Deadline for Questions: September 29, 2023
- Question Responses and/or Addenda to RFP: October 6, 2023
- **Proposal Submission Deadline: October 15, 2023, 4 PM**

- Selection Reviews Complete: October 31, 2023
- Schedule Consultant Interviews (if necessary): Week of October 30, 2023
- Selection of Consultant: November 13, 2023

*\* Note: All dates are tentative and subject to change. Changes to the timeline shall be included as an addendum to this RFP and posted to the Village’s website.*

**Emailed or faxed submissions will NOT be accepted, except for addenda as detailed above.**

**I. PROPOSAL REVIEW CRITERIA**

A selection committee will evaluate the proposals based on the following matrix

Review Criteria	Weight	Max. Points	Points x Weight
Understanding Scope of Work	3	5	15
Past Performance on Similar Projects	3	5	15
Qualifications & Experience of Proposed Staff	2	5	10
Proposed Schedules & Budgets	5	5	25
Understand the Village’s Goals and Objectives	2	5	10
Overall Strategy and Quality of Proposal	5	5	25
<b>TOTAL</b>	-	-	<b>100</b>

Secondary interviews may be held by the Village with those firms whose proposals received the most favorable scores during the initial round of review completed using the above criteria. If the Village chooses to conduct such interviews, reasonable best efforts shall be made to ensure a uniform format across all interviews.

This RFP does not commit the Village to select a consultant, to pay any costs incurred in the preparation of this request, or to produce or contract for services. The Village reserves the right to accept or reject any or all RFPs received because of this request, or to modify or cancel in part or in its entirety the RFP if it is determined in the best interest of the Village to do so.

**J. QUESTIONS**

Questions should be directed to Teri O’Connor, by email only [villageclerk@villageofballstonspa.org](mailto:villageclerk@villageofballstonspa.org) no later than September 29, 2023.

**K. SUBMITTAL REQUIREMENTS**

The Consultant shall submit one (1) unbound original, ten (10) paper copies and one (1) digital copy of the proposal submittal. The Village encourages the use of recycled paper products and double-sided print.

The deadline to submit proposals is no later than October 15, 2023 at 4:00 PM.

The proposal submittal should be submitted in a sealed envelope labeled “RFP: 2023 Zoning Code and Mapping Proposal” and delivered to:

Village of Ballston Spa  
 Attn: Village Clerk  
 66 Front Street

Ballston Spa, NY 12020

In accordance with the General Municipal Law and the Village's Procurement Policy, RFPs for professional services are not subject to competitive bidding requirements.

**L. REFERENCE MATERIALS**

- Village of Ballston Comprehensive Plan  
<https://www.villageofballstonspa.org/home/news/village-ballston-spa-comprehensive-plan-4112023>
- Pedestrian and Bicyclist Master Plan and Linkage Study  
<https://projects.vhb.com/ballstonpapbmp/default.htm>
- DEC Urban Forestry Tree Inventory and Management Plan  
<https://www.villageofballstonspa.org/home/news/ballston-spa-street-and-community-tree-guide-7323>
- Ad Hoc Zoning Committee Preliminary Report
- Economic Development Plan (2020)- Saratoga Prosperity Partnership -  
<https://www.villageofballstonspa.org/steering-committee/files/final-2020-ballston-spa-economic-development-plan>
- Village of Ballston Spa Zoning Code - <https://ecode360.com/9056692>
- Additional documents used by the Comprehensive Plan Steering Committee  
<https://www.villageofballstonspa.org/comprehensive-plan-steering-committee>

**M. EEO REQUIREMENTS**

The Village of Ballston Spa is an Equal Employment Opportunity employer. Successful respondents will be required to comply with the federal Equal Employment Opportunity Act.

**N. INSURANCE REQUIREMENTS**

Proof of General Liability Insurance, Automobile Liability, Worker's Compensation and NYS Disability Insurance will be required from the Consultant prior to commencing any work.

Liability insurance coverage shall be in the amount of \$2,000,000 aggregate (combined single limit or equivalent), with the Village of Ballston Spa named as additional insured.

**O. MODIFICATIONS TO THE RFP**

Any material clarifications or modifications to the RFP or the selection process will be made in writing and provided to all persons who submit proposals ("Proposer"). It is the responsibility of the Proposer teams, before submitting a response to the RFP, to ascertain if the Village of Ballston Spa has issued any notices, clarifications, addenda, or other communications to Proposers. Oral explanations or instructions from Village of Ballston Spa Staff, officials or consultants shall not be considered binding on the Village.

**P. RESERVED RIGHTS**

The Village of Ballston Spa reserves the right to:

- Modify or cancel the selection process or schedule at any time.



- Waive minor irregularities.
- Reject any and all responses to this RFP and to seek new proposals when it is in the best interest of the Village of Ballston Spa to do so.
- Evaluate the proposals as to their veracity, substance and relevance to project and seek clarification or additional information from the Proposer and independent sources as it deems necessary to evaluate the response, including evidence of the Proposer's financial status.
- Incorporate this RFP and the selected Proposer's response to this RFP as a part of any formal agreement between the Village of Ballston Spa and the Proposer.

#### **Q. HOLD HARMLESS**

By participation in this RFP process, Proposer agrees to hold harmless the Village of Ballston Spa, its officers, employees and consultants from all claims, liabilities and costs related to all aspects of the selection process.

#### **R. PUBLIC INFORMATION**

All documents, conversations, correspondence, etc. between the Village of Ballston Spa and Proposers are public information subject to the laws and regulations concerning disclosure that govern the New York State municipalities, unless specifically identified otherwise.

#### **S. EXPENSES**

All expenses related to any Proposer's response to this RFP, or other expenses incurred while the selection process is underway, are the sole obligation and responsibility of the Proposer. The Village of Ballston Spa will not, directly or indirectly, assume responsibility for these costs. The Proposer shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or outside consultant associated with the project for purposes of influencing consideration of a response to this RFP.

#### **T. NOTIFICATION OF AWARD**

The successful respondent will be notified by written confirmation, via email. For those proposals that are not accepted, respondents will also be notified in writing, via email.

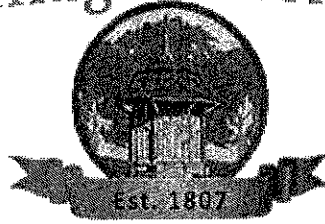
The Village of Ballston Spa will authorize the award of a contract to the successful respondent. In the event a contract cannot be finalized within thirty (30) days of the award, the Village of Ballston Spa reserves the right to enter into negotiations with another respondent.

#### **U. LIABILITY**

The Village of Ballston Spa is not liable for any costs incurred by any individual or firm(s) for the work performed to prepare its proposal or for any travel and/or other expenses incurred in the preparation and/or submission of its proposal or participation in subsequent interviews or presentations. Further, the Village of Ballston Spa is not liable for any costs incurred prior to approval of the contract.

Trustee Kormos Version

"A Village of Friends"



Village of Ballston Spa

**REQUEST FOR PROPOSAL (RFP) SOLICITED BY**

**THE VILLAGE OF BALLSTON SPA, NEW YORK**

**FOR**

**ZONING CODE REVISION**

**ISSUE DATE: September 15, 2023**

**Deadline for Questions: September 21, 2023**

**Indicate intention to respond to RFP: September 22, 2023**

**RESPONDER DUE DATE: October 13, 2023 @ 3:00 P.M**

**Designated Contact:**

**Teri O'Connor**

**[villageclerk@villageofballstonspa.org](mailto:villageclerk@villageofballstonspa.org)**

**copy to:**

**Trustee Kormos**

**[TrusteeKormos@villageofballstonspa.org](mailto:TrusteeKormos@villageofballstonspa.org)**

## A. INTRODUCTION

The Village of Ballston Spa, New York is seeking proposals from qualified consultants to assist in developing a new Zoning Code, Zoning Map, Subdivision Code, and stormwater regulations (SWPPP, monitoring and enforcement) to reflect the Vision, Objectives, and Implementation Plan within the Village's recently updated Comprehensive Plan. A Unified Development Code can be suggested.

The abbreviated vision statement in the 2023 Comprehensive Plan states:

***Ballston Spa will continue to enhance and preserve the charm, historic character, and natural resources of the community for future generations, while encouraging opportunities for the economic growth of small businesses and improving the quality of life for residents.***

The selected consultant ("Consultant") will review existing work, gather public input, work with the Zoning Advisory Committee ("ZAC"), Board of Trustees, Planning Board, Zoning Board of Appeals and village staff to create a code to reflect the long-term vision, goals and policies of the community and provides a plan to guide development and redevelopment of the Village. It is crucial the new ordinance adheres to the principals underscored in the Comprehensive Plan, including adaptive reuse, mixed-use development, accessible housing, walkability, and complete streets while preserving the village's historic character.

## B. COMMUNITY DESCRIPTION

The Village of Ballston Spa was settled in 1787 and remains a unique destination with a historic main street. Ballston Spa was incorporated as a village in 1807. The Village was once a major spa destination in the 1800s. As it declined as a resort community it became a major industrial center manufacturing a range of goods. It is now known as a walkable community with a pedestrian-oriented street layout.

Ballston Spa has retained for over a century its Police Department, Fire Department, Public Library, judiciary, public works, retail sector, and Post Office. Its neighborhoods have distinct flavors but are too small to allow any one of them to be segregated from others.

The 1.6 square mile Village, with a population of 5,095 as of 2021, is the Saratoga County Seat and lays within two towns: Ballston and Milton. New York State Route 50 (Church Avenue, Milton Avenue and Doubleday Avenue) is a north-south highway between Schenectady and Saratoga Springs, passes through the Village and intersects New York State Route 67 (West High Street). County Road 63 (Malta Avenue) and East High Street leave the Village to the east, connecting it to U.S. Route 9 and Interstate 87 (The Northway).

Today Ballston Spa has many independent small retail businesses, restaurants, and service establishments. More than 14,500 vehicles travel through the Central Business District each day. In addition, Ballston Spa Central School District ("BSCSD") is headquartered in the Village. One elementary school is in the Village. The BSCSD middle school and high school and additional elementary schools are all located immediately outside of the Village boundaries. Many not-for-profit organizations, including several churches, are also located within the Village.

## C. BACKGROUND

The existing Ballston Spa zoning code was developed primarily in the 1990s. The Zoning Code has undergone some minor updates to address new issues that have arisen in the Village as well as

deficiencies in the existing code. A copy of the current Subdivision (Chapter 178), Zoning (Chapter 205), and other codes can be found at <https://ecode360.com/BA0385>.

The current zoning code follows a Euclidean code model emphasizing land use separation and density control. However, a large number of pre-existing nonconforming uses exist throughout the Village, making the attempt at Euclidean zoning inconsistent in many zones. The new zoning code should take an in-depth analysis of the existing code and modernize it to fit the goals, policies, and implementation strategies of the Village's Comprehensive Plan. The new Code must also be made easier to enforce consistently by officers of the Village. The new Code should include design standards and guidelines that work toward achieving the vision of the Comprehensive Plan.

The code should utilize sustainable practices that balance social, economic, and environmental considerations to foster new residents and businesses while preserving the historical architectural significance of the community. Village's goals are to (i) ensure a vibrant, walkable downtown area, (ii) spur economic development and growth, (iii) preserve the Village's historical, natural, and architectural character, and (iv) preserve and enhance the quality of life and (v) anticipate changes to the economic, social, and environmental conditions.

In addition to these objectives, other overarching goals illustrated within the recent Comprehensive Plan include: placemaking and beautification of public spaces, promoting sustainably, increased density, increasing flexibility in housing regulations, improving, and encouraging diverse transportation models including walkability and biking, and embracing neighborhood-scale mixed use developments.

Issues with current code:

- Poorly worded and difficult to understand
- Purposes and uses defined for districts are rigid and are not inclusive of many of the existing uses within these districts
- Tables do not reflect current uses.
- There are few design guidelines or standards except in the Historic District
- Regulations on lot area, corner lots, height, accessory structures, transition requirements, yards and courts are extremely confusing and defy interpretation and consistent application.
- The registered Historic District does not include all the historic sections of the Village, failing to identify many individual structures that are historic but outside the current boundaries
- Can be difficult to navigate due to its lack of organization.
- Sections of the code are outdated and reference items that are no longer relevant.

The following are overarching goals for the new zoning code:

- Design the code to be user-friendly – easy to navigate, understand, administer, interpret, and enforce.
- Incorporate diagrams, tables, graphics, and illustrations that clarify and enhance understanding of relevant code sections.

- Address where the code is silent and where regulations are lacking, or conversely, where regulations are overly restrictive.
- Utilize modern and innovative zoning approaches (i.e. form-based, hybrid zoning, etc.), with traditional zoning where necessary and design standards where appropriate, particularly in the downtown and historic districts.
- Consider revising the zoning map to create different districts.
- Incorporate mixed-use districting where appropriate.
- Advance diverse and flexible housing options to accommodate housing trends and greater affordability needs within the village.
- Streamlining/incentivizing compliant development proposals.
- Combining or aligning all village codes that impact land use with the Zoning Code, potentially through the exploration of a Unified Development Code.
- Ensure compliance with federal and state laws.

The ZAC will work with the Consultant in the preparation of the revised code with input from the Village’s Planning Board, Zoning Board of Appeals, Building Inspector/Code Enforcement Officer, and Board of Trustees. The project schedule is anticipated to take approximately 15 to 18 months and include a thorough public outreach campaign that will reach all community stakeholders.

In addition to the Comprehensive Plan the Village has completed several recent studies that can be utilized as a foundation of the rezoning effort (see Reference Materials for links):

- **Economic Development Plan (2020)**
- **Pedestrian and Bicyclist Master Plan and Linkage Study (2021)**
- **Urban Forestry Tree Inventory and Management Plan (2022)**
- **Ad Hoc Zoning Committee Preliminary Report (2022)**
- **Brownfields Opportunity Area (grant underway)**

#### D. SCOPE OF WORK

The selected Planning Consultant will be tasked to meet and report to the ZAC, , key stakeholder, professional groups, and members of various Village government boards and committees. The meetings with the Committee will be held in person and utilize Zoom or Microsoft Teams to allow broad participation, will be open to the public and recorded. The ZAC will hold meetings approximately twice a month but only once per month with the Consultant in attendance.

Consultants may respond individually or as a member of a team or both to the tasks described below. The Village reserves the right to negotiate any project elements. The Village reserves the right to award all tasks to the consultant team as submitted, including subconsultants of a team, or to individual consultant submittals allowing the Village to create a team based on the Village’s selection. Should the Village make such an election to create a team in this manner, the consultant(s) will have the

opportunity to accept being part of such a team, reject the option, and/or revise their proposal accordingly.

The Consultant is encouraged to offer alternative approaches or methods for achieving the desired outcome as expressed in the Scope of Work below.

Respondent's proposal shall address each of the following tasks, with a separate cost and timeline for each identified task, using the same identifying language where possible.

**Task 1: Kickoff Meeting**

The Plan will require effective coordination with staff and the ZAC. ZAC will hold a meeting with Consultant to review project requirements, and roles and responsibilities; identify community planning issues; new information needs and next steps; and transfer any information to the consultant(s) which would assist in completion of the updates to the Zoning and Subdivision Codes. The Consultant shall conduct a project kickoff meeting with the Committee within 2 weeks of a fully executed contract with the Village. Project partners will discuss compliance with SEQRA and identify SEQRA lead agency and involved agencies. The Consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting.

Deliverable(s): Project meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached.

**Task 2: Analysis of Village of Ballston Spa Zoning and Subdivision codes and current best practices utilized in villages with similar characteristics.**

- a) Review and analyze Village of Ballston Spa's Comprehensive Plan and codes, along with any studies provided by the Village.
- b) Community character analysis of historic patterns, physical attributes, and architecture. The Consultant will tour the village neighborhoods with ZAC members and confer with historians and others in order to provide a study of each neighborhood in terms of design and form.
- c) Communicate (meetings or email, surveys, etc.) with village staff including planning board, zoning board, and building inspector and the Village Board to understand past and current challenges with the existing code.
- d) *Potential land use modifications and new districts to explore:*
  - a. *The Central Business District which is now occupied by the vacant Angelica factory and adjacent areas.*
  - b. *The Ricketts contaminated site*
  - c. *The R1 residential District area containing the vacant nursing home.*
  - d. *The potential availability of one or more Saratoga County owned sites for redevelopment*
  - e. *Creation of new districts in differing neighborhoods*
- e) Conduct best practices and emerging trend research and development to identify options for addressing issues and revising the code.
- f) Assess the need for revision to existing Historic District.

g) Assess the advantages of a Unified Development Code and, if it is determined to be advantageous, determine a means to coordinate and consolidate relevant sections of the current Village Code including, but not limited to:

- Subdivision Code (Chapter 178)
- Streets and Sidewalks Code (Chapter 174)
- Water and Sewers (Chapter 200)
- Stormwater (Chapter 172)
- Zoning (Chapter 205)

h) Present a report which details options for replacing the code with a format that will:

- Best assist the Village in achieving its vision as laid out in the Comprehensive Plan
- Incorporate user friendly language and formats including online interactive tools
- Addresses current code deficiencies

Deliverable(s): Findings summary report describing existing code documents and their relevance to the Comprehensive Plan and identifying preliminary issues and opportunities.

### **Task 3: A Meeting to Discuss Preliminary Findings**

The Consultant(s) will have a joint meeting with the ZAC, the building inspector, planning and zoning boards and the Village Board to present the findings report and discuss areas of the code in need of replacement or updates. An agenda and outline of the summary report will be provided ahead of the meeting so all attendees can prepare to participate.

Deliverable(s): Project meeting, written meeting summary notes outlining agreements/understandings of staff, and action items identified.

### **Task 4: Community Workshop #1**

The Village, led by its consultant(s), and assisted by the ZAC, shall conduct the first public workshop to present the preliminary findings, obtain public input on issues and opportunities in the Village of Ballston Spa, and hear ideas from the community on updating the zoning and subdivision code. Various stakeholders including residents, village staff and elected officials, board members, property owners, developers, business organizations, non-profit organizations, and other interested parties will be encouraged to attend. The Consultant will also have in this or a separate workshop a session where the public will be divided into groups by neighborhood to discuss issues based on the differing types of neighborhoods in the village. The Consultant can also meet individually with various community stakeholders.

The community workshop will be publicized by the Village with assistance from the Consultant, and ZAC, through press releases, social media, announcements, individual mailings, and any other appropriate means. The Consultant will be responsible for creating flyers and digital media for dissemination. Following these meetings, the Consultant will continue communication online using social media and the village's web site and allow for residents to submit comments outside of public meetings.

Deliverable(s): The Consultant shall provide a written summary of workshop activities and findings to the Village for review and acceptance. Meet with Committee to review workshop results.

### **Task 5: First Draft of Code Updates and Remapping and Meeting**

- a) Prepare draft Zoning and Subdivision Codes which draw from previous tasks, comments from the Community Workshops, comments provided by the ZAC and the Village. These draft revisions shall address, but not necessarily be limited to, structure of the code, zoning district purposes and boundaries, zoning map, site plan review standards and procedures, building, design and community standards, shoreline protection, water quality and watershed protection, nonpoint source pollution management (stormwater), signage, lighting, historic site review, pre-existing nonconforming sites, special permit review process, administrative and enforcement procedures including roles and responsibilities. Other components may also include block standards, building or lot type standards, architectural standards, green building standards, landscaping standards, and parking locations. Management standards, administrative tools including new application forms, fee schedules, procedures, applicant responsibilities, checklists as a possible to be incorporated into the scope or as an add on.
- b) Review the updated code for overall consistency and potential for unintended consequences.
- c) Audit and prepare a brief report through the lens of the Vision of the Comprehensive Plan and how this draft update addresses the objectives within the Vision and Goals.
- d) Ensure the Code is presented as an efficient, easy-to-use document (hard copy and online). Mechanisms such as cross-referencing, illustrations and tables should be used whenever possible to provide examples and enhance understanding of the code to reduce misinterpretations. Consultant should have an experienced attorney familiar with the laws of the State of New York review the code language.
- e) Develop the first draft of an associated zoning district map
- f) Present the draft code, zoning district map, and other regulations to the ZAC, Planning Board, Zoning Board and Village Board. Revise based on feedback and additional understandings and hold another meeting if necessary.

Deliverable(s): Draft Zoning and Subdivision Code, and report on how the code complies with the Comprehensive Plan. Draft zoning and subdivision code submitted to the Village Board for review and approval. Meeting(s) with Committee, Planning Board, Zoning Board of Appeals and Village Board.

### **Task 6: Community Workshop #2**

Conduct a public information meeting to present the draft zoning code and map revisions and to solicit public comments on the draft code revisions. The consultant will be responsible for creating flyers and digital media for dissemination. Following these meetings, the consultant will continue communication online using social media and the village's web site and allow for residents to submit comments outside of public meetings.

Deliverable(s): Written summary of the second workshop activities and findings. Meet with Committee

### **Task 7: Final Draft Zoning and Subdivision Code and Remapping**

The consultant(s) shall prepare the Final Draft Zoning and Subdivision Code and Village Map based on feedback provided during the second community workshop and any comments prepared by project partners, the ZAC, and the Village Board. Meet with committee to review. Prepare a spreadsheet with



parcel number, owner, and owner address for parcels with zoning changes. County Planning Dept. and the RPS Dept. should be included in the new mapping process. Once adopted the actual line work data file should be sent to the County for inclusion in the Image Mate system mapping and the County can then be responsible for keeping the official zoning map of the Village going forward. The data file and paper copy of the map should also be provided to the Village Clerk as the official record keeper of the Village.

The Final Draft Code shall contain all materials developed under previous tasks. Consultant should have an experienced attorney familiar with the laws of the State of New York review the code language.

Deliverable(s): Final Draft Zoning and Subdivision Code and Village Map submitted to the committee and Village Board for review.

**Task 8: Meeting to discuss Final Draft**

Following completion of the Final Draft Zoning, Subdivision Code, and Village Map, the Village, its consultant(s), and the ZAC shall hold a meeting with the committee, building inspector and members of the Planning and Zoning Boards and Village Board members to review the Plan and to solicit input regarding the completeness and accuracy of the document(s), whether the community vision and goals have been met, and to discuss next steps.

Deliverable(s): Meet with committee, building inspector and members of Planning Board, Zoning Board of Appeals, and Village Board. Written summary of the meeting and findings. Deliver final draft to Village Board for review.

**Task 9: Presentation to the Village Board of Trustees**

Final Draft Zoning, Subdivision Code and Village Map will be presented to the Village Board of Trustees for preliminary approval.

**Task 10: County Planning Board Review**

The final Zoning and Subdivision Code and Village Map revisions shall be made and referred by the Village to the Saratoga County Planning Board for review and recommendations pursuant to Section 239-m of the New York State General Municipal Law.

Deliverable(s): Final Draft Zoning and Subdivision Code and Village Map for referral to the Saratoga County Planning Board.

**Task 11: Final Zoning and Subdivision Law revisions**

Prepare the Final Zoning and Subdivision Code Update which incorporates comments and recommendations received from the ZAC, the public, the Village Board, and the Saratoga County Planning Board.

Deliverable(s): Final Zoning and Subdivision Code and Village Map revisions submitted to the Department for review and approval with the goal of Village Board Adoption.

**Task 12: SEQR Compliance**

Prepare any materials necessary for compliance with the State Environmental Quality Review Act (SEQR), 6 NYCRR Part 617 through the Determination of Significance for the Zoning and Subdivision Code Update.

Deliverable(s): SEQR documents prepared and submitted to the Village for review.

**Task 13: Public Hearing(s) and Village Board Adoption**

The Village and consultant(s) shall follow all required procedures under New York State law for obtaining public comment prior to adopting the Zoning Law amendments.

Deliverable(s): Minutes from the public hearings submitted to the Village. Satisfaction of all Updated Zoning and Subdivision regulations and adoption of revised Zoning and Subdivision codes by Village Board.

**Task 14. Training (Optional add-on)**

The consultant will provide a training session for Village Staff and officials who will be involved in the administration of the new code. This should consist of a presentation at a meeting and the preparation of a procedural outline or other simple-to-understand well-illustrated and clearly written materials that form the framework for their administrative activities.

**E. PROJECT DURATION**

The consultant will be expected to complete the planning process and present the final documents to the Village Board within fifteen (15) to eighteen (18) months from the date of contract execution.

**F. PROJECT BUDGET**

The cost of the work shall not exceed \$85,000 including all professional services, expenses, overhead, and profit. Payment shall be made based on percentage of completion to be determined inside the respondent's proposal. The Village advises respondents that a large portion of the scoring below will be based on the proposed cost proposed by the respondent. As such, it is advised to all respondents that they price their work competitively to maximize their chances to be awarded part or all the work associated with this RFP. The Village reserves the right to award all tasks to the consultant team as submitted including subconsultants of a team, or to individual consultant submittals allowing the Village to create a team based on the Village's preferred selection.

It is anticipated the work will begin in November 2023 and can be completed in fifteen (15) to eighteen (18) months. The completion of each task deliverable will serve as the basis for payment. The consultant must submit a brief progress report with each invoice describing the progress on each task.

The Consultant must receive written authorization from the Village prior to revision of any proposal and/or deliverables detailed above. Any work completed without prior authorization from Village staff may not be eligible for payment. The task order above is not entirely indicative of a timeline or order in which deliverables will be requested.

The Village recognizes that different approaches can lead to the desired outcomes outlined in this RFP. If, based on the Consultant's knowledge and experience, the Consultant believes the required scope of work should be changed in any way, the suggested changes should be outlined in their response. Respondents to the RFP are required to include a recommended project approach based on their expertise and experience with similar projects. The Village reserves the right to modify the above-mentioned scope of services based on project approaches that may be recommended by

respondents, and all RFP document holders shall be notified of such changes, but the Village intends to award winning consultant(s) before January 2024 regardless of this paragraph.

All documents requested as part of the deliverables, both draft and final products will be submitted to the Village with the following considerations:

#### **DRAFT/FINAL DELIVERABLES**

**Draft Product(s) Deliverable Format:** Twenty (20) paper copies of each product. In addition, all draft products must be submitted as an electronic copy in Word and Portable Document Format - PDF (created using 300 dpi scanning resolution).

**Final Product(s) Deliverable Format:** Twenty-five (25) spiral bound paper copies of each product. In addition, all final products (including reports, designs, maps, drawings, and plans) must be submitted as an electronic copy in Microsoft Word and Portable Document Format - PDF (created using 300 dpi scanning resolution) and be submitted on a labeled CD-R type CD or single flash drive.

**Electronic Data for all Geographic Information System-Based Mapping Products:** Must be submitted in either ArcGIS format, or similar product, and comply with the requirements for Contract GIS Products.

**Electronic Data for All Designs, Drawings, and Plans:** Must be submitted in the original software that they were created (such as CAD format or other similar product), as well as in JPG format.

**Photographs and Images:** Must be submitted in JPG format with a minimum resolution of 300 dpi and must be dated and captioned with the location and a brief description of the activity being documented.

All work produced for this project, preliminary and final, paper, and electronic format shall be property of the Village of Ballston Spa and can be used by the Village's departments.

## **G. PROPOSAL FORMAT AND REQUIREMENTS**

Proposals should contain the following information:

1. **Title Page:** Provide the name of your firm, address, telephone, and name of contact person on a title page.
2. **Letter of Transmittal (maximum of 1 page):** Provide a complete statement regarding the understanding of the project and your interest in working with the Village of Ballston Spa on the Plan. The transmittal letter shall be signed by a duly authorized officer or agent empowered with the right to bind the consultant submitting a proposal for consideration.
3. **Firm Background (maximum of 2 pages):** Provide information on the size, location, disciplines included with the firm, available resources and brief discussion on past experiences related to updating zoning and/or the specific task addressed in the proposal.
4. **Project Team (maximum of 5 pages, not including organizational chart):** Identify the project team (including sub-consultants and associates) and provide a statement of qualifications for each individual, including information such as: education, professional registrations, area of expertise and years of service in their respective field. Identify the project manager with overall responsibility for the effort and communication with the Village and include an organization chart.

Proposers should indicate how they will meet or exceed State goals for Minority and Woman Business Enterprise contracting.

5. Scope of Work (maximum of 10 pages) – include a detailed work program explaining how the Consultant proposes to perform the Scope of Work that includes:
  - a. Each task to be completed.
  - b. Timeline for each task
  - c. Schedule of milestones (work products, meetings) shown in weeks from contract award
  - d. Work includes at least an average of one meeting/month with the committee, meetings with Planning/Zoning boards/staff and plus two presentations to the Board of Trustees. Work also includes public workshops. Note: the committee will hold meetings twice a month with the Consultant attending an average of once per month.
6. Work Samples (electronic format only): List and provide in electronic format only (either a webpage link to the document or attachments to email) three (3) examples of rezoning for communities like the Village of Ballston Spa in the last eight (8) years with links to their code and other work products. Identify the client and contact information (name, phone number and email address). Please provide work done for municipalities in New York State, when possible.
7. Project Management/Communication (maximum of 1 page) – Proposed method of project management and proposed, best means of communication with the village about project progress, reviews, and conduct of public meetings
8. References (maximum of 1 page): Submit names, e-mails, and telephone numbers of three municipal officials that we may contact to verify performance on projects recently completed by your firm as identified under the Firm Background section of the proposal submittal.
9. Verify Firm Capacity (maximum of 1 page): Provide a statement verifying your ability to begin work on the project and complete the tasks within the timeframes identified in the Scope of Work section of the submitted proposal based on your firm’s current workload and capacity.
10. Proposed budget (maximum of 2 page):
  - a. Cost breakdown for each work task complete with proposed number of hours to complete each task, assigned staff member, and billing rates; and
  - b. Not to exceed fee for services required to fulfill the deliverables described herein.
11. Supporting Information (optional, maximum of 1 page plus any electronic appendices): Provide other supporting information that may be helpful in further evaluating your qualifications and fit for completing the Plan

## H. TENTATIVE SCHEDULE

The tentative schedule for this Request for Proposals is as follows:

- Release of RFP: September 15, 2023
- Deadline for Questions: September 21, 2023 (cc: to [TrusteeKormos@villageofballstonspa.org](mailto:TrusteeKormos@villageofballstonspa.org))
- Indicate intention to respond to RFP September 22, 2023
- Question Responses and/or Addenda to RFP: September 27, 2023

- **Proposal Submission Deadline: October 13, 2023, 4 PM**
- Selection Reviews Complete: October 25, 2023
- Schedule Consultant Interviews (if necessary): Week of October 30, 2023
- Selection of Consultant: November 13, 2023

*\* Note: All dates are tentative and subject to change. Changes to the timeline shall be included as an addendum to this RFP and posted to the Village’s website.*

**Emailed or faxed submissions will NOT be accepted, except for addenda as described above.**

## I. PROPOSAL REVIEW CRITERIA

The ZAC and Village Board will evaluate the proposals based on the following matrix:

Review Criteria	Weight	Max. Points	Points x Weight
Understanding Scope of Work	3	5	15
Past Performance on Similar Projects	3	5	15
Qualifications & Experience of Proposed Staff	2	5	10
Proposed Schedules & Budgets	5	5	25
Understand the Village’s Goals and Objectives	2	5	10
Overall Strategy and Quality of Proposal	5	5	25
<b>TOTAL</b>	-	-	<b>100</b>

Secondary interviews may be held by the Village with those firms whose proposals received the most favorable scores during the initial round of review completed using the above criteria. In the event the Village chooses to conduct such interviews, reasonable best efforts shall be made to ensure a uniform format across all interviews.

This RFP does not commit the Village to select a consultant, to pay any costs incurred in the preparation of this request, or to produce or contract for services. The Village reserves the right to accept or reject any or all RFPs received because of this request, or to modify or cancel in part or in its entirety the RFP if it is determined in the best interest of the Village to do so.

## J. QUESTIONS

Questions should be directed to Teri O’Connor, by email only [Villageclerk@villageofballstonspa.org](mailto:Villageclerk@villageofballstonspa.org) and to Trustee Kormos at [TrusteeKormos@villageofballstonspa.org](mailto:TrusteeKormos@villageofballstonspa.org) no later than September 21, 2023.

## K. SUBMITTAL REQUIREMENTS

The Consultant shall submit one (1) unbound original, ten (10) paper copies and one (1) digital copy of the proposal submittal. The Village encourages the use of recycled paper products and double-sided print.

The deadline to submit proposals is no later than October 13, 2023 at 3:00 PM.

The proposal submittal should be submitted in a sealed envelope labeled “RFP: 2023 Zoning Proposal” and delivered to:

Village of Ballston Spa  
Attn: Village Clerk  
66 Front Street  
Ballston Spa, NY 12020

In accordance with the General Municipal Law and the Village’s Procurement Policy RFPs for professional services are not subject to competitive bidding requirements.

#### L. REFERENCE MATERIALS

- Village of Ballston Comprehensive Plan  
<https://www.villageofballstonspa.org/home/news/village-ballston-spa-comprehensive-plan-4112023>
- Pedestrian and Bicyclist Master Plan and Linkage Study  
<https://projects.vhb.com/ballstonspapbmp/default.htm>
- DEC Urban Forestry Tree Inventory and Management Plan  
<https://www.villageofballstonspa.org/home/news/ballston-spa-street-and-community-tree-guide-7323>
- Economic Development Plan (2020)- Saratoga Prosperity Partnership -  
<https://www.villageofballstonspa.org/steering-committee/files/final-2020-ballston-spa-economic-development-plan>
- Village of Ballston Spa Zoning Code - <https://ecode360.com/9056692>
- Additional documents used by the Comprehensive Plan Steering Committee  
<https://www.villageofballstonspa.org/comprehensive-plan-steering-committee>

#### M. EEO REQUIREMENTS

The Village of Ballston Spa is an Equal Employment Opportunity employer. Successful respondents will be required to comply with the federal Equal Employment Opportunity Act.

#### N. INSURANCE REQUIREMENTS

Proof of General Liability Insurance, Automobile Liability, Worker's Compensation and NYS Disability Insurance will be required from the Consultant prior to commencing any work.

Liability insurance coverage shall be in the amount of \$2,000,000 aggregate (combined single limit or equivalent), with the Village of Ballston Spa named as additional insured.

#### O. MODIFICATIONS TO THE RFP

Any material clarifications or modifications to the RFP or the selection process will be made in writing and provided to all persons who submit proposals (“Proposer”). It is the responsibility of the proposer teams, before submitting a response to the RFP, to ascertain if the Village of Ballston Spa has issued any

notices, clarifications, addenda, or other communications to Proposers. Oral explanations or instructions from Village of Ballston Spa staff, officials or consultants shall not be considered binding on the Village.

#### **P. RESERVED RIGHTS**

The Village of Ballston Spa reserves the right to:

- Modify or cancel the selection process or schedule at any time.
- Waive minor irregularities.
- Reject any and all responses to this RFP and to seek new proposals when it is in the best interest of the Village of Ballston Spa to do so.
- Evaluate the proposals as to their veracity, substance and relevance to project and seek clarification or additional information from the Proposer and independent sources as it deems necessary to evaluate the response, including evidence of the Proposer's financial status.
- Incorporate this RFP and the selected Proposer's response to this RFP as a part of any formal agreement between the Village of Ballston Spa and the Proposer.

#### **Q. HOLD HARMLESS**

By participation in this RFP process, Proposer agrees to hold harmless the Village of Ballston Spa, its officers, employees and consultants from all claims, liabilities and costs related to all aspects of the selection process.

#### **R. PUBLIC INFORMATION**

All documents, conversations, correspondence, etc. between the Village of Ballston Spa and Proposers are public information subject to the laws and regulations concerning disclosure that govern the New York State municipalities, unless specifically identified otherwise.

#### **S. EXPENSES**

All expenses related to any Proposer's response to this RFP, or other expenses incurred while the selection process is underway, are the sole obligation and responsibility of the Proposer. The Village of Ballston Spa will not, directly, or indirectly, assume responsibility for these costs. The Proposer shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or outside consultant associated with the project for purposes of influencing consideration of a response to this RFP.

#### **T. NOTIFICATION OF AWARD**

The successful respondent will be notified by written confirmation via email. For those proposals that are not accepted, respondents will also be notified in writing, via email.

The Village of Ballston Spa will authorize the award of a contract to the successful respondent. In the event a contract cannot be finalized within thirty (30) days of the award, the Village of Ballston Spa reserves the right to enter into negotiations with another respondent.

## U. LIABILITY

The Village of Ballston Spa is not liable for any costs incurred by any individual or firm(s) for the work performed to prepare its proposal or for any travel and/or other expenses incurred in the preparation and/or submission of its proposal or participation in subsequent interviews or presentations. Further, the Village of Ballston Spa is not liable for any costs incurred prior to approval of the contract.



## AGREEMENT

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2023, between the Village of Ballston Spa, a municipal corporation with its offices at 66 Front Street, Village of Ballston Spa, County of Saratoga (hereinafter “the Village”) and Studio A Landscape Architecture & Engineering, D.P.C., 38 High Rock Avenue, Suite 3, P.O. Box 272, Saratoga Springs, New York 12866 (hereinafter “Studio A”).

WHEREAS, the Village is looking to retain a qualified firm to prepare a Master Plan for the re-development of Wiswall Park, located within the Village (the “Project”); and

WHEREAS, Studio A submitted a proposal dated July 19, 2023, setting forth its qualifications and scope of work for the Project;

WHEREAS, Studio A represents that it has all of the necessary state and/or federal licenses, permits and certificates to complete the services and that it is professionally capable of carrying out the services which are the subject matter of this Agreement in an expedited manner;

NOW, THEREFORE, the parties hereto agree as follows:

### ARTICLE 1. SERVICES TO BE PERFORMED BY STUDIO A.

Studio A agrees to provide services to assist the Village in preparing a Master Plan for the re-development of Wiswall Park in accordance with its written proposal which is attached hereto and incorporated herein as Schedule “A”.

### ARTICLE 2. COMPENSATION.

(a) In consideration of furnishing the services described in Schedule “A” by the Studio A, the Village shall pay the Studio A an amount not to exceed \$5,000.00 as set forth in Schedule “A.”

(b) Applications for payment shall be made upon voucher with sufficient supporting documentation and detail. All applications for payment shall be received and processed by the Village within thirty (30) days of receipt.

(c) Additional work not specified in Schedule “A” shall be done only if pre-approved by the Village in writing.

### ARTICLE 3. TERM

The term of this agreement shall be as indicated in Schedule “A” unless otherwise modified in writing by the parties.

ARTICLE 4. INDEPENDENT STATUS.

During the existence of this Agreement, Studio A shall remain an individual, independent contractor, retaining its separate identity and shall in no way be considered a department, official or employee of the Village. Studio A will not hold out as nor claim to be an officer or employee of the Village by reason hereof, nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Village, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE 5. INDEMNIFICATION AND HOLD HARMLESS.

Studio A agrees that it shall indemnify and save harmless the Village from and against all liability, loss, or damage from claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against it, including reasonable attorneys fees by reason of any act or conduct including negligence, omission, tortious act, willful misconduct or otherwise of Studio A, its agents, employees, suppliers or sub-contractors in the performance of its services under this Agreement.

ARTICLE 6. INSURANCE

Studio A agrees to procure and maintain in force, during the term of this Agreement, and any extension, at its expense, liability, and property damage, adequate to protect the Village against liability for any damage or claims arising out of any accidents or occurrence in any manner related to the work being performed by Studio A hereunder, in a minimum amount of \$1,000,000 for each person injured and \$2,000,000 in aggregate. General liability must be on a primary and non-contributory basis. Such insurance policy or policies shall provide coverage for the Village's contingent liability on such claims or losses. Studio A shall also procure and maintain an umbrella policy in the amount of at least an additional \$1,000,000 of general liability coverage. Studio A agrees that, if such insurance policies are not kept in force during the entire term of this Agreement, and any extension, the Village may procure the necessary insurance, pay the premium therefore, and that such premium shall be paid to the Village by Studio A, or may be deducted by the Village from sums otherwise due Studio A hereunder. Studio A shall arrange to have the Village named as an additional insured on any said insurance policy or policies. The policy or certificate of insurance shall be delivered to the Village Clerk prior to commencement of services hereunder.

ARTICLE 7. COMPLIANCE AND REQUIRED PROVISIONS OF LAW.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended forthwith to make such insertion. In particular, the Agreement shall, among other things, fully comply with all applicable labor and employment laws and other laws

applicable to the work, including but not limited to, worker protection, employment laws, labor standards and wage and hour laws.

ARTICLE 8. CANCELLATION.

Notwithstanding any provision to the contrary, the Village may terminate this Agreement for convenience upon five (5) days written notice to the Studio A.

ARTICLE 9. NOTICES.

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

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

To Studio A:                 S. Jeffrey Anthony, RLA, ASLA  
                                     Studio A Landscape, Architecture & Engineering, D.P.C.  
                                     38 High Rock Avenue, Suite 3, P.O. Box 272  
                                     Saratoga Springs, New York 12866

ARTICLE 10. SEVERABILITY.

In the event any term or provision of this Agreement is deemed void or unenforceable, the remainder of this Agreement and the application of such provision, other than to the extent it is held invalid, will not be invalid or affected thereby.

ARTICLE 11. GOVERNING LAW.

This Agreement has been executed and delivered in the State of New York and shall be governed by and interpreted in accordance with the laws of the State of New York.

ARTICLE 12. WAIVER.

No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 13. NON-ASSIGNABILITY.

This Agreement may not be assigned without the written consent of the Village of Ballston Spa.

ARTICLE 14. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties and shall not be modified except by a subsequent written agreement executed by the authorized representatives of the parties hereto.

ARTICLE 15. HEADINGS.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

ARTICLE 16. COUNTERPARTS.

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

ARTICLE 17. AUTHORITY.

Each of the persons signing below warrants that he or she is duly authorized to sign this Agreement on behalf of the party for which he or she is signing.

ARTICLE 18. BINDING EFFECT

This Agreement shall be binding upon the parties and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year written opposite their respective signatures.

VILLAGE OF BALLSTON SPA

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Frank Rossi, II, Mayor

STUDIO A LANDSCAPE  
ARCHITECTURE &  
ENGINEERING, D.P.C.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
S. Jeffrey Anthony

Title:



July 19, 2023

Village of Ballston Spa  
Board of Trustees

Attn: Ms. Caitlin Parwana, Village Park and Tree Board

*Re: Proposal for Landscape Architectural Design Services – Wiswall Park Master Plan, Village of Ballston Spa*

Dear Ms. Parwana:

Thank you for requesting Studio A Landscape Architecture & Engineering, D.P.C (Studio A) to assist the Village of Ballston Spa in preparing a Master Plan for the re-development of Wiswall Park. The park site is located at the corner of Low Street and Front Street in the Village and is currently developed with a variety of facilities.

We understand that the potential scope of improvements includes, but is not necessarily limited to, the following:

1. Relocate a non-functional natural spring within the park,
2. Remove an outdated gazebo,
3. Construct a picnic area and pavilion with outdoor seating opportunities,
4. Construction pedestrian walkways,
5. Locate benches at appropriate location in the park,
6. Construct an information kiosk, and
7. Develop a landscaping plan.

The master plan should consider the above, however, not be limited to analyzing and suggesting other improvements which may be beneficial to the Village.

Following is a discussion of Studio A's recommended Scope of Services, Schedule and Fees for preparing the Park Master Plan.

#### **Task 1 – Research Existing Conditions**

Obtain and review existing maps and other documents for the park site (historic photographs, aerial photographs, soils map, topographic map, and site survey – as available).

### **Task 2 – Site Visit**

Visit the park to observe existing conditions. While at the site meet with members of the Park and Tree Board to discuss project goals and objectives and initial ideas pertaining to the anticipated park improvements.

### **Task 3 – Prepare Park Site Base Map**

Prepare a Base Map of the park that illustrates existing conditions both on the park site and adjacent land areas.

### **Task 4 – Prepare Statement of Re-Development Goals and Objectives**

Develop a written statement of goals and objectives for the proposed park concepts including a detailed list of desired improvements, remedial actions, and anticipated park users/activities.

### **Task 5 – Prepare Concept “Sketch” Plans**

Prepare at least two “sketch” site plans illustrating the park plan and potential alternative solutions.

### **Task 6 – Review Meeting with Park and Tree Board**

Meet with the Park and Tree Board to review the “Sketch” plans to obtain comments and suggested revisions. Establish preferences and priorities.

### **Task 7 – Prepare Preferred Park Master Plan**

Based on Park and Tree Board Members comments, in Task 6, prepare a Preferred Master Plan including preliminary construction cost budget and Phasing Plan and list of tasks that can be implemented with Village labor, volunteer labor or by contractor.

### **Task 8 – Prepare Brief Written Summary Report**

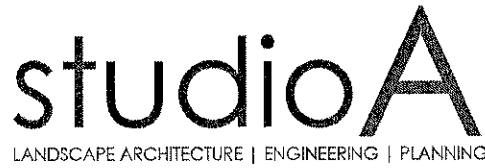
Prepare a brief written summary report of the above describing existing site conditions, re-development goals and objectives, alternatives considered an Preferred Park Master Plan along with Phasing priorities.

## **SCHEDULE**

We are prepared to begin work immediately on this project. We estimate a total lapsed time of 4-6 weeks to compete Tasks 1-8.

## **FEES**





**BILLING RATE SCHEDULE  
JANUARY 1<sup>ST</sup> 2023**

<u>BILLING TITLE</u>	<u>HOURLY RATE</u>
<b>Professional</b>	
Principal Landscape Architect.....	\$ 175
Principal Engineer.....	\$ 175
<b>Design Team</b>	
Landscape Architect.....	\$ 145
Project Engineer.....	\$ 145
Landscape Designer II.....	\$ 115
Landscape Designer I .....	\$ 95
Assistant Engineer II .....	\$ 115
Assistant Engineer I .....	\$ 95
Construction Observation .....	\$ 100
<b>Technician</b>	
Drafter .....	\$ 75
<b>Administrative</b>	
Clerical .....	\$ 50

**REIMBURSABLE EXPENSES:** Reimbursable expenses are in addition to professional fees. Reimbursable expenses will be billed at actual cost and listed below:

- Reproduction of reports, drawings, photocopies, and prints;
- Messenger, USPS mail, and express service deliveries;
- Travel, tolls, and overnight expenses. Auto use will be charged at IRS standard business mileage rate;
- Maps, photographs, ordinances, plans, and other documents directly related and necessary to complete contractual obligations; and
- Subcontractors.