

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.

December 11, 2023

Mayor

Trustee

Trustee

Trustee

Trustee

Village of Ballston Spa Abstract of Audited Vouchers from 11/28/2023 to 12/11/2023

<u>Claimant</u>	<u>Invoice Date</u>	<u>Invoice Description</u>	<u>Voucher #</u>	<u>Distribution Acct</u>	<u>Account Description</u>	<u>AP Owed</u>	<u>Chk #</u>	<u>Chk Date</u>
Voucher Type: Regular								
Ace Pest Control	11/21/2023	21780827 monthly service	2668	AA.1410.400.000	Village Clerk CE - Contracts	42.00		
<u>Ace Pest Control Total</u>						<u>42.00</u>		
Admar Supply Co.	11/14/2023	al2019192 motor	2733	AA.5110.404.000	Street Administration CE - Repairs & Mai	1,815.75		
	11/30/2023	al2019691		AA.5110.404.000	Street Administration CE - Repairs & Mai	530.04		
<u>Admar Supply Co. Total</u>						<u>2,345.79</u>		
Advance Auto Parts	11/27/2023	7641333136348	2739	AA.3120.404.000	Police CE - Repairs & Maint.	101.38		
	11/27/2023	7641333136351		AA.3120.404.000	Police CE - Repairs & Maint.	-32.88		
<u>Advance Auto Parts Total</u>						<u>68.50</u>		
AFLAC	11/30/2023	320132	2738	TA.0020.000.000	Group Insurance	141.90		
<u>AFLAC Total</u>						<u>141.90</u>		
AIS Administrators	11/20/2023	000719nyfire2024 annual premium	2680	AA.3410.406.000	Fire Chiefs CE - Other	7,507.40		
<u>AIS Administrators Total</u>						<u>7,507.40</u>		
Allerdice Building Supply, Inc	11/20/2023	2311-217522 xmas	2700	AA.7550.403.000	Celebrations CE- Holiday Decorations	128.85		
	11/21/2023	2311-218179 xmas		AA.7550.403.000	Celebrations CE- Holiday Decorations	10.74		
	11/27/2023	2311-224180 xmas		AA.7550.403.000	Celebrations CE- Holiday Decorations	312.22		
	11/29/2023	2311-226146		AA.7110.404.000	PARKS - Wiswall & Iron Spring CE - Repair	14.99		
	11/29/2023	2311-226381 shovels		AA.5142.404.000	Snow Removal CE - Repairs & Maint	61.16		
	11/30/2023	2311-227116 paint		AA.5110.404.000	Street Administration CE - Repairs & Mai	10.78		
<u>Allerdice Building Supply, Inc Total</u>						<u>538.74</u>		
Amazon Business	10/26/2023	11fv-4pt9-77tq file folders	2661	AA.1325.405.000	Treasurer CE -Supplies	16.71		

Village of Ballston Spa Abstract of Audited Vouchers from 1/28/2023 to 12/11/2023

<u>Claimant</u>	<u>Invoice Date</u>	<u>Invoice Description</u>	<u>Voucher #</u>	<u>Distribution Acct</u>	<u>Account Description</u>	<u>AP Owed</u>	<u>Chk #</u>	<u>Chk Date</u>
	11/08/2023	1mkt-lnpp-136k credit for file folders		AA.1325.405.000	Treasurer CE -Supplies	-16.71		
	11/22/2023	1j69-jm3y-qwxzf zoom equipment		AA.1210.406.000	Mayor CE - Other	766.93		
	12/03/2023	1w6t-q3r4-yxvnmirror		AA.5142.404.000	Snow Removal CE - Repairs & Maint.	121.08		
<u>Amazon Business Total</u>						<u>888.01</u>		
<u>Baker & Taylor</u>			2742					
	11/07/2023	5018616511		LL.7410.405.000	Library CE - Supplies	49.14		
<u>Baker & Taylor Total</u>						<u>49.14</u>		
<u>Bartlett, Pontiff, Stewart & Rhodes,</u>			2703					
	11/14/2023	1417152		AA.1420.400.000	Attorney CE	5,000.00		
	11/14/2023	1417154		AA.1420.400.000	Attorney CE	1,755.00		
<u>Bartlett, Pontiff, Stewart & Rhodes, P.C. Total</u>						<u>6,755.00</u>		
<u>Captain Community Human Services</u>			2746					
	12/01/2023	Q4.2023		AA.5680.400.000	Transportation (Shuttle Bus) CE	1,875.00		
<u>Captain Community Human Services Total</u>						<u>1,875.00</u>		
<u>County Waste - Clifton Park</u>			2736					
	12/01/2023	33093708W910		AA.1640.406.000	Central Garage CE - Other	242.00		
	12/01/2023	33093708W910		AA.3412.406.000	Union Fire Dept CE - Other	60.00		
	12/01/2023	33093708W910		AA.3411.406.000	E.M.L. Fire Eqpt CE - Other	60.00		
<u>County Waste - Clifton Park Total</u>						<u>362.00</u>		
<u>Covey, Dave</u>			2760					
	12/11/2023	20231207 sidewalk reimbursement		AA.5410.400.000	Sidewalks CE	1,162.50		
<u>Covey, Dave Total</u>						<u>1,162.50</u>		
<u>Cummins Sales & Service</u>			2718					
	11/16/2023	v9-6384 repair		AA.3412.404.000	Union Fire Dept CE - Repairs & Maint.	305.69		
	11/20/2023	v9-6405 repair		AA.3411.404.000	E.M.L. Fire Dept CE - Repairs & Maint.	531.25		
<u>Cummins Sales & Service Total</u>						<u>836.94</u>		
<u>Curtis Lumber Company, Inc.</u>			2731					
	11/28/2023	2311-021520 stakes		AA.7550.403.000	Celebrations CE- Holiday Decorations	59.50		
<u>Curtis Lumber Company, Inc. Total</u>						<u>59.50</u>		

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Daigle Cleaning Systems, Inc	12/11/2023	23406 cleaning -66 front	2675	AA.1620.400.000	Buildings CE - 66 Front St. - Contracts	345.00			
<u>Daigle Cleaning Systems, Inc Total</u>							345.00		
Daily Gazette	11/15/2023	2460 local law	2674	AA.1010.406.000	Board of Trustees - Other	25.30			
	11/17/2023	2550 zoning		AA.8010.405.000	Zoning CE - Supplies	17.60			
<u>Daily Gazette Total</u>							42.90		
Dival Safety Equipment, Inc	11/13/2023	3385761 glove	2677	AA.3410.405.000	Fire Chiefs CE - Supplies	44.54			
<u>Dival Safety Equipment, Inc Total</u>							44.54		
Evolution Construction Service	11/13/2023	23-125-5 pickleball	2732	AA.5110.404.000	Street Administration CE - Repairs & Mai	3,075.63			
<u>Evolution Construction Service Total</u>							3,075.63		
F&C Cleaning Systems	11/26/2023	1426 library	2723	LL.7410.400.000	Library CE - Contracts	650.00			
<u>F&C Cleaning Systems Total</u>							650.00		
F.W. Webb Company	11/22/2023	83347401 furnace repair	2711	AA.1640.404.000	Central Garage CE - Repairs & Maint.	39.06			
<u>F.W. Webb Company Total</u>							39.06		
Ferguson Waterworks	11/20/2023	1196388 supplies	2713	AA.8340.404.000	Transmission & Distribution - CE - Repair	133.04			
	11/29/2023	M185304 hymax		AA.8340.404.000	Transmission & Distribution - CE - Repair	643.00			
<u>Ferguson Waterworks Total</u>							776.04		
Friends Of The Kayderoseras	12/11/2023	20231129 2023 contract	2671	AA.8510.400.000	Community Beautification CE	1,000.00			
<u>Friends Of The Kayderoseras Total</u>							1,000.00		
G A Bove & Sons, Inc.	12/11/2023	November November	2698	AA.3120.403.000	Police CE - Fuel	1,032.27			

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Kerns, Scott	12/11/2023	20231206	2751	AA.8340.406.000	Transmission & Distribution - CE - Other	173.29		
<u>Kerns, Scott Total</u>						<u>173.29</u>		
Mac Boston 18 Truck Seminar	9/24/2023	2023-3 training	2719	AA.3411.406.000	E.M.L. Fire Edpt CE - Other	100.00		
<u>Mac Boston 18 Truck Seminar Total</u>						<u>100.00</u>		
Mackey Autogroup	12/11/2023	444911	2681	AA.3120.404.000	Police CE - Repairs & Maint.	1,378.32		
<u>Mackey Autogroup Total</u>						<u>1,378.32</u>		
Mahoneynotify-Plus, Inc.	12/01/2023	0333157-in union	2715	AA.3412.406.000	Union Fire Dept CE - Other	33.50		
	12/01/2023	0333571-in		AA.8340.404.000	Transmission & Distribution - CE - Repair	567.00		
	12/01/2023	0333571-in		GG.8120.404.000	Sanitary Sewers CE - Repairs & Maint	100.50		
	12/01/2023	0333719-in 30 bath		AA.1621.406.000	Municipal Bldg CE - 30 Bath St-Other	118.50		
<u>Mahoneynotify-Plus, Inc. Total</u>						<u>819.50</u>		
Marshall And Sterling Ins.	12/04/2023	Acct# 24975 add 2024 chevy	2741	AA.1910.400.000	Unallocated Insurance CE	556.00		
<u>Marshall And Sterling Ins. Total</u>						<u>556.00</u>		
Midwest Tape	9/12/2023	504344849 dvd	2721	LL.7410.405.000	Library CE - Supplies	22.49		
	11/27/2023	504701309 dvd		LL.7410.405.000	Library CE - Supplies	22.49		
	11/27/2023	504701361 dvd		LL.7410.405.000	Library CE - Supplies	14.99		
	12/05/2023	504737029 dvd		LL.7410.405.000	Library CE - Supplies	61.47		
<u>Midwest Tape Total</u>						<u>121.44</u>		
Monaco'S Automotive Services I	11/27/2023	350 balance tires	2734	AA.3120.404.000	Police CE - Repairs & Maint.	40.00		
<u>Monaco'S Automotive Services I Total</u>						<u>40.00</u>		

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Morton Salt, Inc	11/17/2023	5402921970 rock salt	2709	AA.5142.406.000	Snow Removal CE - Others	2,421.00		
	11/20/2023	5402923130 rock salt		AA.5142.406.000	Snow Removal CE - Others	9,748.72		
<u>Morton Salt, Inc. Total</u>						<u>12,169.72</u>		
NAPA *Saratoga Auto Supply	10/26/2023	983102	2759	AA.5110.404.000	Street Administration CE - Repairs & Mai	-486.00		
	11/16/2023	988657		AA.5110.404.000	Street Administration CE - Repairs & Mai	20.45		
	11/20/2023	989532		AA.5110.404.000	Street Administration CE - Repairs & Mai	136.52		
	11/20/2023	989593		AA.8340.404.000	Transmission & Distribution - CE - Repair	50.12		
	11/21/2023	990125		AA.1640.405.000	Central Garage CE - Supplies	461.57		
	11/22/2023	990304		AA.5142.404.000	Snow Removal CE - Repairs & Maint	123.99		
	11/29/2023	991674		AA.1640.405.000	Central Garage CE - Supplies	173.22		
	11/30/2023	991966		AA.5110.404.000	Street Administration CE - Repairs & Mai	358.62		
<u>NAPA *Saratoga Auto Supply Total</u>						<u>838.49</u>		
North Country Printing And Gra	12/01/2023	7729	2747	AA.8340.405.000	Transmission & Distribution - CE - Suppl	432.00		
<u>North Country Printing And Gra Total</u>						<u>432.00</u>		
Pallette Stone Corporation	10/07/2023	243697 ada sidewalks	2708	AA.5110.404.000	Street Administration CE - Repairs & Mai	615.00		
<u>Pallette Stone Corporation Total</u>						<u>615.00</u>		
Pittsfield Communications	11/13/2023	71235 faceplate	2678	AA.3412.405.000	Union fire Dept CE - Supplies	33.72		
<u>Pittsfield Communications Total</u>						<u>33.72</u>		
RR Donnelley	11/24/2023	251894409 checks	2750	AA.1325.405.000	Treasurer CE ~Supplies	293.16		
<u>RR Donnelley Total</u>						<u>293.16</u>		

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Seeley Office Systems			2743					
	11/17/2023	0113047-001		LL.7410.405.000	Library CE - Supplies	101.70		
	11/27/2023	0113047-002 supplies		LL.7410.405.000	Library CE - Supplies	27.74		
	11/30/2023	0113140-001 supplies		LL.7410.405.000	Library CE - Supplies	76.94		
Seeley Office Systems Total						<u>206.38</u>		
Sherman Air Services			2748			300.00		
	11/21/2023	23-396 air testing		AA.3411.406.000	E.M.L. Fire Edpt CE - Other			
Sherman Air Services Total						<u>300.00</u>		
Simmons Elevator Company			2744			91.40		
	11/08/2023	48443 repair		LL.7410.400.000	Library CE - Contracts			
	11/09/2023	48464 repair		LL.7410.400.000	Library CE - Contracts	323.25		
Simmons Elevator Company Total						<u>414.65</u>		
Southern Adirondack Library Sy			2722			917.52		
	12/01/2023	2023-11 bal monthly fee		LL.7410.406.000	Library CE - Other			
Southern Adirondack Library Sy Total						<u>917.52</u>		
T-Shirt Graphics			2672			139.09		
	11/17/2023	14119		AA.3620.405.000	Safety Inspection CE - Supplies			
T-Shirt Graphics Total						<u>139.09</u>		
Town Of Ballston			2720			32.16		
	12/01/2023	20231205 1/3 rde share		AA.5680.400.000	Transportation (Shuttle Bus) CE			
Town Of Ballston Total						<u>32.16</u>		
Vander Molen Fire Apparatus			2679			528.94		
	11/07/2023	5585 repair		AA.3410.406.000	Fire Chiefs CE - Other			
Vander Molen Fire Apparatus Total						<u>528.94</u>		
Verizon Wireless			2673			144.52		
	11/15/2023	457906664 police		AA.3120.402.000	Police CE - Phone & Internet			
Verizon Wireless Total						<u>144.52</u>		
W.B. Mason Co, Inc.			2666			53.92		
	11/20/2023	242676256 water		AA.1410.400.000	Village Clerk CE - Contracts			

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	11/20/2023	cm2318867 credit		AA.1410.400.000	Village Clerk CE - Contracts	-24.00		
<u>W.B. Mason Co. Inc. Total</u>								
			2670			29.92		
<u>Wells Fargo Vendor Fin Serv</u>								
	11/18/2023	5027549978 court lease		AA.1110.400.000	Justices CE	107.35		
<u>Wells Fargo Vendor Fin Serv Total</u>								
			2707			107.35		
<u>Wolberg Electrical Supply Co.</u>								
	12/04/2023	2633179		AA.7110.404.000	PARKS - Wiswall & Iron Spring CE - Repair	307.80		
<u>Wolberg Electrical Supply Co. Total</u>								
						307.80		
Total for Voucher Type: Regular						64,116.73		

Total:
Regular
Total

64,116.73
64,116.73

Village of Ballston Spa A/P Distribution Summary by Fund from 11/28/2023 to 12/11/2023

<u>Fund</u>	<u>District</u>	<u>Amount</u>
AA - General	000	52,461.54
<u>AA Fund Total</u>		<u>52,461.54</u>
GG - Sewer	000	9,052.16
<u>GG Fund Total</u>		<u>9,052.16</u>
LL - Library	000	2,461.13
<u>LL Fund Total</u>		<u>2,461.13</u>
TA - Trust & Agency	000	141.90
<u>TA Fund Total</u>		<u>141.90</u>
Grand Total		64,116.73

Local Law 3 of 2023

**ADDING CHAPTER 15, COMMITTEES,
TO THE CODE OF THE VILLAGE OF BALLSTON SPA**

Be It Enacted by the board of trustees of the Village of Ballston Spa that Chapter 15, entitled Committees, is hereby added as follows:

Section 15-1. Legislative Intent.

It is the intent of this local law to provide a standardized procedure for membership on and appointment to a Village committee or board not otherwise established by state or local law.

§15-2. Definitions.

BOARD OF TRUSTEES; BOARD – the Board of Trustees of the Village of Ballston Spa.

COMMITTEE – for purposes of this Chapter only, any committee not already described in Village code or State law, including committees required for grants, or that is convened for the purpose of generating recommendations to the Village Board of Trustees, or results in actions to be taken by the Village Board, but does not possess sovereign authority to act on behalf of the Village on its own. The term “committee” shall be deemed to be a generic designation and shall also include any group appointed by a majority vote of the Village Board, including but not limited to any board, advisory council, board, commission, council, advisory committee, task force or any other similar nomenclature.

COMMITTEE INTEREST FORM – a form maintained by the Village, required to be filled out and submitted to be considered for membership on a committee.

BOARD LIAISON – person or persons responsible for communications between a Committee, as defined above, and the Village Board, who shall not be a member of the Committee. This does not preclude the mayor from making a liaison appointment to a Committee to represent the executive branch of the Village.

§15-3 Establishment of committees.

A. The Village Board, by resolution, may establish committees for such purposes as it may deem necessary to assist it in the performance of its duties.

§15-4 Recruiting Members.

- A. When a committee is in need of membership, the Village Administrator or their designee will publicize the opening via official Village email, Village website, Village social media accounts and in the Clerk’s Office, that members are sought, together with a description of purpose and duties. Such postings will remain active until the positions are filled.

- B. Interested individuals shall complete and provide the Village Administrator a Committee Interest Form, which will be available electronically and in person in the Clerk's Office. Completed forms will be distributed to the Board of Trustees by the Village Administrator or their designee within five business days of receipt.

§15-5 Board of Trustees Obligations.

A. The Board of Trustees shall determine the purpose of any committee, its duties, its duration, and the maximum number of people permitted on the committee, which shall be an odd number.

B. The Board of Trustees shall approve any committee charter.

C. When a Committee is created, each member of the Village Board is entitled to choose an equal number of members from the pool of applicants. In the event the number of Committee members does not divide equally among Village Board members, members will be chosen in the following order; first by the Mayor, then by each Trustee in order of seniority by time on the Board.

D. In the event a Board member fails to select a committee member, or if there is a delay in the selection by a Board member by more than three weeks from creation of the Committee, that Board member forfeits their selection, and the committee members are chosen by the remaining Board members, in order of seniority by time on the Board.

E. When a committee member resigns prior to the end of their term, the Village Board member who originally appointed the person, if still a member of the Board of Trustees, will appoint a replacement. If that Board member is no longer a member of the Board of Trustees, then the Board member with the longest seniority will choose the replacement.

F. In the event the Village Board requires a liaison to the Committee, the liaison will be chosen by a majority vote. This does not preclude the Mayor from appointing a different person not on the Board from also serving as Liaison.

G. The Village Board, through majority vote, may alter the above procedure due to time constraints, the need for additional recruitment, or other pertinent reason(s) agreed to by the majority of the Village Board.

§15-6 Committee Responsibilities

A. Committees shall appoint their own Chair. If no chair is identified, then the Village Board will choose the Chair by majority vote.

B. The Committee Chair will work with Village staff to ensure all meetings are posted on the Village website and on Village social media accounts at least 72 hours prior to the meeting. The Chair will also ensure approved minutes are provided to the Village Clerk and staff for record keeping and publication online within 72 hours of their approval.

C. Meeting requirements. All committee meetings will be open to the public and provide the opportunity for public comment. Agenda and minutes will be required. Meetings will be held in person, and via a virtual platform whenever possible. Committee members participating remotely can vote and fulfill all their committee responsibilities remotely. Any meeting that is held using a virtual platform must be recorded and available for the public upon request.

§15-7. Effective Date.

This law shall become effective upon filing with the Department of State.

Village Clerk

From: PFARNAN@nycap.rr.com
Sent: Tuesday, December 5, 2023 9:18 AM
To: Village Clerk
Subject: RE: local law 3 of 2023

This letter is in regards to Adding chapter 15,committees, to the code of the Village of Ballston Spa. This adding of chapter 15 may be in violation of the N.Y. Village Law 4-400 -1-c. It is the responsibility of the Mayor to appoint all department and non-elected officers and employees subject to the approval of the board of trustees. I think this means that the Board of Trustees and others are to submitt names to the Mayor and the mayor chooses whom is to be hired or placed on committees with the Boards approval. If the board doesn't approve the Mayors picks then the Mayor must find someone else. Before this is voted on I request the the Attorney for the village and the attorney for the counsel of mayors review the legality of this local law.

Thank You
Paul Farnan

From: "Village Clerk"
To: "pfarnan@nycap.rr.com"
Cc:
Sent: Monday December 4 2023 12:48:48PM
Subject: Hi

Hi Paul

Thank you,

Teri L. O'Connor

Village Clerk

Village of Ballston Spa

518.885.5711

Confidentiality/Privilege Notice:

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

Ballston Spa Fire Department

Ballston Spa, N.Y. Nov. 6 2023

To the Honorable Board of Trustees,
Of the Village of Ballston Spa, N.Y.

Board Members:

At a meeting of EAGLE-MATT LEE FIRE CO. No. 1, held on the
Sixth day of November 2023, the
following named was elected a member of

Ballston Spa Fire Department

Justin E. Brown aged 22 years, a resident of said
fire district assigned to EAGLE-MATT LEE FIRE CO. No. 1.

Yours respectfully,

John J. Williams
Secretary

Mr. Brown currently resides at:

110 Brockline Rd. Apt. A9
Ballston Spa.

Public Comment – Christine M. Fitzpatrick, Submitted 11.27.23

Pay attention Ballston Spa:

1. You have been repeatedly lied to by those who represent you,
2. The Saratoga County Board of Supervisor has officially begun the process of moving county offices out of Ballston Spa. This move, no matter how far off we put it with a “don’t worry, be happy” attitude will negatively impact village businesses and our real estate values.

I first heard of a “report” being prepared by Saratoga County while I was mayor (Nov. 21 – April 2022). I contacted the county when Shawn, Liz, Ben, and I were investigating a possible new location for our DPW. I contacted the County (Steve Bulger) to ask if there was any potential to share county land or purchase some for our use. I was told that the County was doing a thorough, professional assessment of all its holdings, would produce a report and only then could the future of county holdings and buildings be discussed. I shared this status report with Mayor Rossi when we did our transition meeting.

We waited for the report, asked questions, followed up. I attended a County Board of Supervisors meeting after I left office to share my continued concerns about a county exit, as I know others did. As the importance of this issue became clearer, Mayor Rossi contacted the County and got what I call a political “Get out of Jail Free Card” in the form of a letter from the County saying he was doing a fine job representing our interests in this matter. He in turn said he would keep us informed. We waited. We talked about what could be done – a broader discussion, yet another public workshop? What did we have to go on? Should we sound a huge alarm/ We waited for the report that would make the County’s intentions clear.

By this summer, we were sure this report would not come out until after election day this month. Why give the Republican County Board of Supervisors any election concerns by making this an issue? Wouldn’t it be easier to jettison the Democratic majority on the Village of Ballston Spa Board of Trustees if a county exit was not top of mind. “Lo and behold” as they say in fairy tale villages, ACTION on Nov. 21. No report we have seen, but action as described by Keith Lewis earlier.

I am wildly angry, not surprised but angry. I would like all of us to show up at the next County Board of Supervisors meeting with pitchforks and torches as seen in the movie Young Frankenstein. But this is reality, not comedy.

Questions abound:

What did our mayor know about this County exit and when did he know it?

Where is the report we were all promised that would make all clear?

What’s the plan? Clearly our mayor hasn’t shared any plan for the Village in this regard

with the public or with trustees he considers his opponents - those annoying Democrats who want to solve pesky, long standing problems that others haven't had the intestinal fortitude to address. Those obnoxious Dems who know the County moving out is a big problem.

Has he shared any plans/background information with Trustee VanDeinse Perez? In my heart, I must believe the answer to that question is, no. I say that because I believe Trustee BVDP is an honest person who has the good of village residents and businesses at heart. But it begs the question, if the mayor knew and didn't share the report findings/plans with Trustee BVDP, how does it feel to be relegated to the same "uninformed" space as Liz, Ben, and Shawn where you are deliberately placed in the dark? How does that square with the respect a colleague should be shown?

Has the mayor shared how big a problem this exit may be with newly elected Trustee Price Bush as part of a transition process? If not, why not?

If the answer to the above questions is that nothing has been shared, how do you, Trustee VanDeinse-Perez, and you Trustee Price Bush feel about who you are working with? How will you work forward to represent ALL our interests.

I predict this County move will be the biggest issue for Ballston Spa over the next five years. And as it has been unfolding the rest of us have been working on a Comprehensive Plan, examining the water system, and dare I say it, passing an ethics law. Dutifully doing the people's work for sure but being effectively distracted and sidelined in the process.

Two final points:

1. If I were writing a screenplay involving conspiracy, this is how I would write it.
2. Brace yourself Ballston Spa, you are in for a world of hurt, but the vehicle or weapon of that pain was effectively and even elegantly delivered. So, maybe it won't be so bad? Right?

Thank you.

Comments on Local Law of 2023

I applaud the Trustees for proposing this law to standardize a procedure for membership and appointments to Village committee.

Believe it or not, this topic was discussed during the Comprehensive Planning Steering Committee Meeting. During our monthly topical discussions, and during the discussion of Social Needs, we discussed the need for Village residents to know about ways they can serve their community for the benefit of the entire community, strategies for getting the next generation of Village residents involved in the community, and ways the Village could interact and partner with community organizations to accomplish Village goals and objectives.

My comments on SS 15-4 Recruiting Members:

- Paragraph A says the Village Administrator will publicize the committee openings via official Village email. So my question is: does the Village have an official email listing for every Village resident? If not, why not? It's so important to inform everyone in the Village about the opportunities to serve on a committee. The Comprehensive Plan Steering Committee understood that your website, computer software and your IT person could allow you to do this for residents interested in notifications, but that this feature of the software has not been activated.**
- Additions to Paragraph A: the Village needs to develop an Outreach Plan for the dissemination of this information. The plan should include print media outlets, nonprofits, service organizations, etc. operating in the Village. The Village**

Administrator should be sending out press releases to let people and organizations in the Village know that there are opportunities to serve. As an example, the BSBPA does a fine job of reaching out to their members and the community. The Village should be partnering with them to get the word out about these committee opportunities. They should be part of the Outreach Plan prepared by the Village.

My Comments on SS 15-6 Committee Responsibilities:

- **Paragraph B Posting Meeting Notifications: You should specify who should be responsible for posting notification of Committee meetings: Committee chairs? The Village Administrator? Specify that in this section.**
- **Paragraph C Meeting Requirements: I would encourage you to make all Village meetings available as a Zoom option, NOT an EITHER /OR at the discretion of the Village or the Chair of any committee.**
- **I would also ask that all official Village meetings must be held in physical meeting locations that are fully accessible, including locations with accessible accommodations and that if an attendee for a Village committee needs an accessibility accommodation, and requests one in advance of the meeting, the Village should accommodate that request.**

Marilyn Stephenson

45 West High Street

Ballston Spa

Treasurer's Report December 11, 2023

*Meter cards were mailed out at the end of the month. They have arrived on or before December 1st. Please make sure you fill them out and return them within 30 days to avoid a \$50 fee for not reading your meter.

*We are closer to finishing up the AFR for the fiscal year 2023. Bob Fox has compiled all the necessary information needed to now enter into the NYSCOM reporting site. It has been an every day challenge getting access to all the financial, banking and miscellaneous websites.

*For the time period of April 1, 2023 to September 30, 2023, Saratoga County Board of Supervisors approved the total amount of \$4,300,889.75 at the regular meeting on Tuesday, November 21, 2023. In total, this is a decrease of \$2,163,505.36 from the November 2022 Mortgage Tax distribution, which totaled \$6,464,395.11. The Village received the November 2023 Mortgage Tax Distribution in the amount of \$37,403.49. This was an ACH deposit to the Village bank account on November 22, 2023.

*Bank reconciliations should be completed for the month of November by Monday, December 11, 2023.



**OFFICE OF THE
COUNTY ATTORNEY**

MICHELLE W. GRANGER, ESQ., COUNTY ATTORNEY

518.884.4770

SARATOGACOUNTYNY.GOV

40 MC MASTER ST, BALLSTON SPA, NY 12020

First Assistant Attorney

Maribeth A. Hunt, Esq.

Assistant Attorneys

Jacqueline C. Lombardo, Esq.

Nicholas M. Martin, Esq.

Anh Flower E. Stitt, Esq.

SERVICE BY EMAIL NOT ACCEPTED

MEMORANDUM

DATE: November 21, 2023
TO: Steven Bulger
County Administration
FROM: Michelle Granger *mwg*
County Attorney
SUBJECT: Village of Ballston Spa

- For Your Signature & Return
- Per Resolution No. _____
- For Your Approval
- Per Our Conversation
- For Your Information
- For Your Files
- For Your Review
- For Appropriate Action
- Comments/Recommendations
- Other _____

MESSAGE/REMARKS: Attached please find one original of the above Agreement. If this agreement meets with your approval, please secure the signature of the Contractor. Return the documents along with proper insurance documents, if required by contract, to this office for further processing.

MINOR CONTRACT LESS THAN \$15,000

THIS AGREEMENT, made the _____ day of _____, 2023,
BY AND BETWEEN,

COUNTY OF SARATOGA, a municipal corporation duly organized under the laws of the State of New York, with offices at 40 McMaster Street, Ballston Spa, New York 12020, (COUNTY),

-and-

Village of Ballston Spa, with an office address at 66 Front Street, Ballston Spa, New York 12020, (CONTRACTOR),

RECITALS:

WHEREAS, a Request for Minor Contract, a copy of which is attached hereto, has been approved by the County Administrator; and

WHEREAS, the CONTRACTOR will perform the requested services for the approved amount;

NOW, THEREFORE, the parties agree that:

1. TERM OF AGREEMENT: The term of this Agreement shall commence on the date of the signing of this Agreement and shall continue through December 31, 2023.
2. SERVICES: CONTRACTOR will provide financial assistance to expand the recreation area in Kelly Park, as provided in the letter dated November 21, 2023, prepared by CONTRACTOR, and attached hereto.
3. CONTRACT SUM AND PAYMENT: The COUNTY shall pay CONTRACTOR for its services an amount not to exceed \$15,000 upon submission of a properly documented voucher.
4. FUNDING: Intentionally Omitted.
5. COMPLIANCE WITH LAWS: The CONTRACTOR shall comply with all applicable laws, ordinances and regulations, including nondiscrimination and labor laws. The COUNTY and CONTRACTOR agree that for the duration of this Agreement and any renewal term(s) thereof, they will not discriminate against any employee, applicant for employment, or person requesting services in connection with this agreement, because of race, creed, color, national origin, disability, age, sex, marital status, sexual orientation, or source of payment.

6. CONFLICTS OF INTEREST: The CONTRACTOR shall not employ any official or employee of the COUNTY in connection with this project and shall adhere to the Code of Ethics of the COUNTY.

7. INDEMNIFICATION: At all times, CONTRACTOR shall indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the CONTRACTOR, any person, employed by the CONTRACTOR, its contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law or equity for the COUNTY's benefit.

8. INSURANCE REQUIREMENTS: Intentionally Omitted.

9. WORKERS' COMPENSATION INSURANCE REQUIREMENT: Intentionally Omitted.

10. INSURANCE CANCELLATION NOTICE: Intentionally Omitted.

11. DEFENSE AND INDEMNIFICATION: The CONTRACTOR waives any right to bring action against the COUNTY for any damage to the property of the CONTRACTOR arising out of the alleged negligence of the COUNTY, its agents, servants and employees. The CONTRACTOR agrees that any policy of insurance insuring its property, shall contain a waiver of subrogation rights for any property loss suffered by reason of the alleged negligence or other unlawful act by COUNTY, its agents, servants and employees.

12. REPORTS: Intentionally Omitted.

13. MODIFICATION: This Agreement constitutes the complete understanding of the parties. No modification of any provision thereof shall be valid unless in writing signed by both parties.

14. ASSIGNMENT AND TRANSFER: The CONTRACTOR shall not assign or transfer any interest herein without the COUNTY's prior written consent. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

15. DEFAULT: The occurrence of any of the following shall be considered an Event of Default:

- a. Non-Payment: The failure by the COUNTY to make any of the payments required pursuant to this Agreement when due.

20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement among the parties regarding the subject matter hereof, and supersedes all prior agreements (written or oral) which may have related to the subject matter hereof.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

APPROVED AS TO
FORM AND CONTENT:

COUNTY OF SARATOGA

By: _____
County Attorney

By: _____
Steven J. Bulger,
County Administrator
Pursuant to Resolution: 204-2015

Date: _____

Village of Ballston Spa

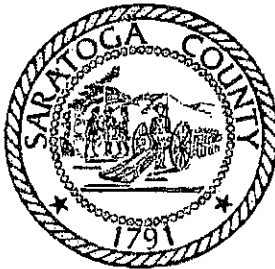
By: _____

(name)

(title)

Federal EIN

Date: _____



County of Saratoga
REQUEST FOR MINOR CONTRACT
 (maximum \$15,000 for services rendered after October 20, 2015)
 (Updated 02/2023)

TO: COUNTY ADMINISTRATOR

DATE: 11/21/2023

I hereby request approval for the following described minor contract (please attach to this Request any written proposal or quote received on company letterhead)

AMOUNT: \$15,000 TERM: 12/31/2023

VENDOR: Village of Ballston Spa
 (Identify exact business entity, whether corporation, LLC, partnership, d/b/a, etc. List both entities of a d/b/a.)

ADDRESS: 66 Front Street
Ballston Spa, NY 12020

Purchasing Department Consulted

Required Backup Attached

SERVICES TO BE PROVIDED TO COUNTY:
 Assist in expanding recreation area in Kelley Park

REASON FOR REQUEST:

BUDGET ACCOUNT TO BE USED: A.14.114-8492 Local Assistance

OTHER COMMENTS:

IF WAIVER OF INSURANCE REQUESTED, PLEASE EXPLAIN:

Financial support only.

DEPARTMENT: County Administrator

J. Bulgar
 (SIGNATURE OF DEPARTMENT HEAD)

APPROVED: 11/21/23
 Date

J. Bulgar
 COUNTY ADMINISTRATOR

THIS REQUEST IS PART OF THE AGREEMENT AND MUST REMAIN ATTACHED

Village of Ballston Spa

Saratoga County Seat
66 FRONT STREET

Ballston Spa, NY 12020

Phone: 518-885-5711

Fax: 518-885-0512

November 21, 2023

BY ELECTRONIC MAIL

County Administrator Steven Bulger
Saratoga County Office of the County Administrator
40 McMaster Street
Ballston Spa, New York 12020
(518) 885-4742
sbulger@saratogacountyny.gov

Dear County Administrator Bulger:

I am writing again this year to both thank you for your interest in the Village of Ballston Spa's desire to enhance our Kelley Park recreation area and for your continuing willingness to work to potentially provide some financial assistance related to this project.

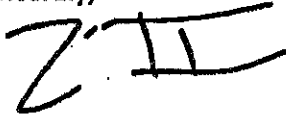
As you might have seen in the past, our Kelley Park recreation area had become an eyesore in a very popular park, with many residents asking us to enhance that area with athletic offerings. After discussions with many folks, it became clear that in a post-Covid world, there still is huge demand for our community to provide outdoor options to get students and adults out of their homes and into a more active mode.

We have already worked with Pompa Bros. and Evolution Construction in the first steps of revitalizing the asphalt area, as they have donated materials and services toward the new pickleball and basketball courts we are planning to introduce there in the Spring. The Village still has plenty of spending toward many items (such as fencing, pickleball nets and posts, basketball standards, and the labor/installation services related to the above), and these items will far exceed \$15,000. However, any amount the County can provide toward these items is appreciated. Please consider this to be a request by the Village for \$14,999 toward the fencing and other costs identified above.

I also want to again thank you for your donation toward new street signs in 2022. While it may seem like a minor thing, Village residents have commended us on creating a more cohesive community and branding through the consistent signs. We have continued this replacement process in 2023 and look to complete it in 2024 thanks to your help in piloting the program with your generous funding last year.

Again, thank you for your consideration related to this expenditure, and as always, never hesitate to reach out with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'F. S. Rossi, II'. The signature is stylized with a large 'F' and 'S'.

Mayor Frank S. Rossi, II

The Village of Ballston Spa
66 Front Street
Ballston Spa, NY 12020