



## Office of Temporary and Disability Assistance

### NEW YORK STATE LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM VENDOR AGREEMENT

This Agreement (“Agreement”) shall govern the purchase of water services from the Water Service Provider (Vendor) on behalf of households eligible for the Low Income Household Water Assistance Program (LIHWAP). Federal funds awarded under LIHWAP shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or prevention of disconnection of services. If funding is available, the New York State Office of Temporary and Disability Assistance (NYS OTDA) will evaluate providing bill assistance to eligible households to reduce the household’s cost for drinking water and wastewater services. This Agreement is a contract between NYS OTDA and the Vendor for the provision of direct vendor payments to assist low income households with drinking water and wastewater reconnection and ongoing services.

The parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to federal laws and regulations in addition to issued federal and State guidance in relation to the Low Income Household Water Assistance Program.

In order to receive LIHWAP payments on behalf of eligible households, the Vendor agrees and assures to NYS OTDA to abide by the below listed provisions contained in this agreement. Drinking water and/or wastewater service benefits paid directly to Vendors will be issued through the NYS Office of the State Comptroller (NYS OSC).

1. Households receiving assistance from LIHWAP shall not be treated adversely on the basis of receipt of such assistance under applicable provision of the LIHWAP Supplemental Terms and Conditions 11h under Federal LIHWAP Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260).
2. Vendors will not discriminate, either in the costs of goods supplied or the services provided, against the household on whose behalf LIHWAP payments are made.
3. The Vendor understands that payment and satisfaction of any claims under LIHWAP will be made by NYS OTDA, through the NYS OSC. The Vendor further understands that they must comply with all applicable requirements of the Consolidated Appropriations Act of 2021 (CAA) and the American Rescue Plan Act of 2021 (ARPA), as well as all applicable policy determinations and directives of the NYS OTDA. The Vendor may be prosecuted under applicable federal and/or State law for false claims, statements or documents or concealment of material fact.
4. The Vendor agrees to accept all LIHWAP benefits authorized on behalf of residential customers and without imposing any conditions precedent. “Residential customer” is defined in accordance with Title 16 of the New York Compilation of Codes, Rules and Regulations, Part 14.2(b)(18).
5. The Vendor agrees to continue, establish or reestablish service for LIHWAP authorized residential customers and maintain such service for such LIHWAP authorized residential customer for ninety (90) calendar days after receipt of each LIHWAP benefit authorized and received on behalf of residential customers.

6. The Vendor agrees that arrears are charges for which payment has not been made more than 20 calendar days after payment was due. A payment is considered to be made on the date when it is received by the Vendor or one of its authorized agents. Payment is due whenever specified by a Vendor on its bill, as long as the date is not before the bill is hand-delivered to the customer, or less than three (3) calendar days after the bill is mailed.
7. Vendors may not transfer or cash-out LIHWAP benefits to recipients. Unexpended funds due to account closing and/or incorrect payments and funds that are unable to be credited to a recipient's account must be returned to NYS OTDA no later than thirty (30) business days after discovery, or September 30<sup>th</sup> of the current program year, whichever comes first, or upon request by NYS OTDA. A LIHWAP Vendor Refund Form must accompany all refunds. The vendor must contact NYS OTDA for a copy of this form at: [NYSLIHWAP.vendor@otda.ny.gov](mailto:NYSLIHWAP.vendor@otda.ny.gov).
8. The Vendor cannot apply LIHWAP payments to commercial accounts for non-residential services. LIHWAP payments must only be applied to LIHWAP authorized residential customer accounts.
9. The Vendor shall maintain an accounting system and supporting fiscal records adequate to audit for a period of not less than three program years (current year plus three years) and will otherwise verify the proper disbursement of LIHWAP funds. The Vendor shall allow NYS OTDA representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.
10. The Vendor shall permit and cooperate with federal and/or State audits and/or investigations undertaken in accordance with the CAA, and ARPA, and also any State and/or county investigations undertaken to ensure program integrity.
11. The Vendor shall treat all information relative to LIHWAP and, in particular, information relating to recipients, as confidential information, and shall not use any information so obtained in any manner except as necessary to the proper discharge of their obligation and the securement of their rights hereunder. The Vendor further agrees to protect all confidential information in accordance with all applicable federal and State laws, rules and regulations. The Vendor further agrees to abide, at a minimum, by the requirements set forth in Attachment 1, the OTDA Security and Confidentiality Terms.
12. The Vendor agrees to continue or restore service for the minimum time periods outlined in this agreement when notified by NYS OTDA that a LIHWAP benefit will be issued on behalf of an eligible household and vendor acknowledges acceptance of LIHWAP benefits. The time period begins from the date of the earliest notification by NYS OTDA.
13. The Vendor agrees to clearly identify the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from LIHWAP on household statements, receipts, or accounts.
14. The Vendor understands that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in LIHWAP.
15. The Vendor agrees to take corrective action in the time frame specified by NYS OTDA if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Vendor into compliance. The vendor understands that failure to implement corrective actions may result in the immediate disqualification from participation in LIHWAP.
16. This Agreement shall remain in effect unless superseded by another Agreement or terminated by either party. A written agreement must be submitted thirty (30) business days in advance of the effective date to replace, modify or terminate the agreement.

17. Vendor agrees that any modification to this agreement must be reviewed and agreed to by NYS OTDA. Vendor agreement modification must be made in writing and submitted to NYS OTDA through [NYSLIHWAP.vendor@otda.ny.gov](mailto:NYSLIHWAP.vendor@otda.ny.gov).

Check here to hereby declare to the New York State Office of Temporary and Disability Assistance (NYS OTDA) that you, the vendor or vendor's representative, have the authority to bind such vendor, that you have read and understand the above, and that it is your intention to sign and submit this Vendor Agreement on behalf of the vendor to NYS OTDA, and further agree that the vendor will comply with and abide by the Vendor Agreement while participating as a Vendor in the New York State Low Income Household Water Assistance Program.

Vendor or Vendor's Representative name \_\_\_\_\_

Vendor or Vendor's Representative signature \_\_\_\_\_

Vendor Business Name \_\_\_\_\_

Address \_\_\_\_\_

Vendor TIN \_\_\_\_\_

Vendor Type:

\_\_\_\_\_ Drinking Water

\_\_\_\_\_ Wastewater

\_\_\_\_\_ Combined Drinking Water/Wastewater

Primary Contact \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

FAX \_\_\_\_\_

Secondary Contact \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

FAX \_\_\_\_\_



**VANDER MOLEN  
FIRE APPARATUS  
SALES & SERVICE**

**ANNUAL SERVICE AGREEMENT BETWEEN**

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

FOR THE SERVICE YEAR JUNE 1, 2022 THROUGH JUNE 1, 2023.

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

**GUARANTEED RATES FOR DURATION OF THIS CONTRACT:**

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

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

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

**UNITS TO BE SERVICED**

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

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

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

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

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

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

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



**VANDER MOLEN**  
**FIRE APPARATUS**  
**SALES & SERVICE**

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

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

**NFPA Annual Pump Test will be \$400 per unit**

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

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

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

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

\_\_\_\_\_  
**FRANK ROSSI**  
**VILLAGE OF BALLSTON SPA MAYOR**

\_\_\_\_\_  
**LARRY GATES**  
**VANDER MOLEN FIRE GENERAL MANAGER**

**VILLAGE OF BALLSTON SPA PURCHASE REQUISITION FORM WITH VENDOR CERTIFICATION**

DATE: **6/6/2022**

REQUISITION #:

PURCHASING DEPARTMENT: PLEASE PURCHASE THE FOLLOWING ITEMS: **SEE BELOW**

FOR: **UNION FIRE CO. #2**

DEPARTMENT: **FIRE DEPARTMENT**

PURPOSE OR USE: **k-12 saw**

SOURCE <b>Dival</b>	Acct. Code: <b>A3412.2</b>	Fiscal Year: <b>2022</b>
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REMARKS:

QUANTITY	UNIT	STOCK NUMBER	DESCRIPTION	DATE NEEDED	ESTIMATED COST
			<b>K-12 rescue saw pkg</b>	<b>asap</b>	<b>\$1,993</b>
			<b>See attached quote</b>		
			<b>This is State Contract price</b>		
			<b>Freight Charge</b>		
<b>TOTAL ESTIMATED COST OF ITEMS:</b>					<b>\$1,993</b>

REQUESTED **Kevin Dubois**

DEPARTMENT APPROVAL:

P.O.#:

*JS. 6.7.22*







**VILLAGE OF BALLSTON SPA PURCHASE REQUISITION FORM WITH VENDOR CERTIFICATION**

DATE: **6/6/2022**

REQUISITION #:

PURCHASING DEPARTMENT: PLEASE PURCHASE THE FOLLOWING ITEMS: **SEE BELOW**

FOR: **UNION FIRE CO. #2**

DEPARTMENT: **FIRE DEPARTMENT**

PURPOSE OR USE: **Fire gear**

SOURCE **Dival**

Acct. Code: **A3412.2**

Fiscal Year: **2022**

REMARKS:

QUANTITY	UNIT	STOCK NUMBER	DESCRIPTION	DATE NEEDED	ESTIMATED COST
3		Nybal00028	Turn out gear (coat)	asap	\$4902
3		Nybal00029	Turn out gear (pants)		\$4200
			See attached quote		
			This is State Contract price		
			Freight Charge		
<b>TOTAL ESTIMATED COST OF ITEMS:</b>					<b>\$9102</b>

REQUESTED **Kevin Dubois**

DEPARTMENT APPROVAL:

P.O.#:

JS. 6.7.22



1721 Niagara St • Buffalo, NY 14207 • Phone: 800.3431354 • Fax: 716.874.4686 • www.divalsafety.com

Bill to: VILLAGE OF BALLSTON SPA  
66 FRONT ST  
FIRE DEPARMENTS  
BALLSTON SPA NY 12020

Ship to: UNION FIRE COMPANY NO. 2  
319 MILTON AVE  
BALLSTON SPA NY 12020-1416

CUSTOMER NUMBER

CONTACT

PRINT DATE

101585

KEVIN DUBOIS

5/31/22

ORDER NUMBER  
PK951 00

CUSTOMER PURCHASE ORDER

SALES REPRESENTATIVE  
156 BILL KENNY

INSTRUCTIONS

<u>Ordered</u>	<u>Shipped</u>	<u>B.O.</u>	<u>U/M</u>	<u>Item and Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
3		3	EA	NYBALO00028 BSPA FD turnout gear coat LTO 561G tails black	\$1634.00000	\$4902.00
3		3	EA	NYBALO00029 BSPA FD turnout gear pants MPL 561G black MORNING PRIDE NYS CONTRACT NUMBER PC67939 QUOTE F431NYBALO *****	\$1400.00000	\$4200.00

Quote Confirmation -

Not an Invoice

\* COMPLETE \*

Total Line Items 2

<u>Subtotal</u>	<u>Tax Pct</u>	<u>Sales tax</u>	<u>Total</u>
\$9102.00	.000		\$9102.00

**SPECIAL EVENTS NOTIFICATION**

**Under 5,000 people**

1. A Special Event Notification must be filled out for any public or private gathering of 500 or more people and less than 5,000 people,
2. This is for notification purposes only.
3. Authorization will be issued at the time the written notice is completed and submitted to The Village of Ballston Spa Clerk's office.
4. If event(s) is for more than one scheduled day, a schedule shall be attached to the application. Only one application will be required.
5. Any event involving street closures will require Village review prior to approval.

**SPECIAL EVENT NOTIFICATION:** The special event notice must include the following information:

- Date of Notice: 6/6/22
- Date(s) of Event June 18, 2022
- Event Starting Time 8am  
NOT BEFORE 7:00 a.m.
- Event Ending Time 3pm  
NOT AFTER 12:00 a.m.
- Name of Event Monster Yard Sale
- Location of Event Saratoga Fairgrounds
- Name of Owner of Facilities or property  
Saratoga Fairgrounds
- Facilities manager and contact information Jessica Arnold 518 885 9701
- List of roads and routes of travel to event:  
Rt 50, prospect st
- If closing roads, attach a map and list locations of traffic controls and detours along with closing and opening time N/A
- Name, title and contact information of person filing application  
Kaci Paleschi, Daily Gazette 518 281 7887 (cell)
- If applicant is a corporation, list name of corporation, contact person and contact information Daily Gazette, Kaci Paleschi 518 395 3045 office
- If applicant resides outside of Saratoga County-list name, address and contact information of an agent who is a natural person who is authorized to accept notices issued with respect to the application \_\_\_\_\_
- Name, address, contact information of promoter \_\_\_\_\_
- Number of people expected to attend event 2000 - 5000 expected

SIGNATURE OF PERSON FILLING OUT NOTICE: K Paleschi

SIGNATURE OF VILLAGE OFFICER/EMPLOYEE RECEIVING NOTICE:

DATE: \_\_\_\_\_

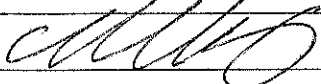
revised  
6/6/22

**SPECIAL EVENTS NOTIFICATION**

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2. This is for notification purposes only.
3. Authorization will be issued at the time the written notice is completed and submitted to The Village of Ballston Spa Clerk's office.
4. If event(s) is for more than one scheduled day, a schedule shall be attached to the application. Only one application will be required.
5. Any event involving street closures will require Village review prior to approval.

**SPECIAL EVENT NOTIFICATION:** The special event notice must include the following information

- Date of Notice 6/2/2022
- Date(s) of Event: 6/26/22 (PREVIOUSLY RESERVED) 1 new alternate date 7/10
- Event Starting Time: 9 AM  
NOT BEFORE 7:00 am
- Event Ending Time: 6 PM  
NOT AFTER 12:00 am
- Name of Event: SUMMER KICK OFF FESTIVAL
- Location of Event: WISWALL PARK
- Name of Owner of Facilities or Property: THE VILLAGE OF BALLSTON SPA
- Facilities manager or contact information: \_\_\_\_\_
- List of roads and routes of travel to event: \_\_\_\_\_
- If closing roads, attach a map and list locations of traffic controls an detours along with closing and opening time: \_\_\_\_\_
- Name, title and contact information of person filing application:  
NATALIA MARTINEZ, OWNER OF PLAY HOLLOW, info@playhollow.com, 518-290-7571
- If application is a corporation, list name of corporation, contact person and contact information:  
\_\_\_\_\_
- If applicant resides outside Saratoga County, list name, address and contact information:  
\_\_\_\_\_
- Name, address, contact Information of promoter: NATALIA MARTINEZ, info@playhollow.com  
DAYANIS BOWIE, dbtrends.newyork@gmail.com
- Number of people expected to attend event: 5100

SIGNATURE OF PERSON FILLING OUT NOTICE: 

SIGNATURE OF VILLAGE OFFCER/EMPLOYESS RECEIVING NOTICE: \_\_\_\_\_

DATE: \_\_\_\_\_

## SPECIAL EVENTS NOTIFICATION

- 1) A Special Event Notification must be filled out for any public or private gathering on 500 or more people and less than 5,000 people.
- 2) This is for notification purposes only.
- 3) Authorization will be issued at the time written notice is completed and submitted to The Village of Ballston Spa Clerk's office.
- 4) If event(s) is for more than one scheduled day, a schedule shall be attached to the application. Only one application will be required.
- 5) Any event involving street closures will require Village review prior to approval.

SPECIAL EVENT NOTIFICATION: This notice must include the following information:

- Date of Notice: 6/3/22
- Date(s) of Event: 8/2/22 (RAIN DATE 8/28/22)
- Event Starting Time (NOT BEFORE 7 a.m.): 10:00 AM (for disabled children, 12:00 for
- Event Ending Time (NOT AFTER 12 a.m.): 9:00 PM
- Name of Event: FAMILY FUN DAY RE MARGHERITA (OBO VILLAGE)
- Location of Event: FRONT ST, LOW ST, BATH ST
- Name of Owner of Facilities or Property: \_\_\_\_\_
- Facilities Manager and contact information: GWA MAROZZI (518) 421-0160
- List of roads and routes of travel to event:  
FRONT ST, LOW ST, BATH ST
- If closing roads, attach a map and list locations of traffic controls and detours along with closing and opening time:  
\_\_\_\_\_
- Name, Title and contact information of person filing application:  
GWA MAROZZI (518) 421-0160
- If applicant is a Corporation, list name, contact person and their contact information:  
\_\_\_\_\_
- If applicant resides outside of Saratoga County, list name, address and contact info of a person authorized to accept notices issued about this application:  
\_\_\_\_\_
- Name, address, contact info of promoter: GWA MAROZZI (518) 421-0160
- Number of people expected to attend event: 7500

SIGNATURE OF PERSON FILLING OUT NOTICE: \_\_\_\_\_

DATE: 6/3/22

Revel,  
6/3/22



**Ballston Spa Village Police Department**  
30 Bath Street  
**Ballston Spa, New York**

May 30, 2022

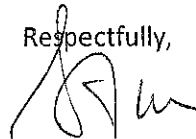
Chief David Bush.  
Ballston Spa Village Police Dept.  
30 Bath Street.  
Ballston Spa, New York 12020

Dear Chief,

This letter is to inform you of my intent to retire from the Village Police Department. I have notified the NYS Retirement System of my date as Friday, June 24, 2022.

I ask, once my letter is accepted, that I be considered for re-appointment as a patrol officer after twenty-four (24) hours has passed. Your consideration is greatly appreciated. If you should have any questions, please feel free to contact me.

Respectfully,



Stan J. De Long  
Patrolman

2022 JUN - 6 A 8 42  
VILLAGE OF  
BALLSTON SPA, NY

REC'D

5/22

As a reminder, tax bills and meter reading cards are getting ready to be sent out. Meter cards and tax bills will arrive around June 1st. Property owners who have escrow accounts established will have their tax bills sent directly to their associated bank.

Summarizing April activities are the following:

Sales Tax revenue collected totaled \$117,777. This brings our total to \$1,203,580 which puts us \$203,580 over what was anticipated in the budget for the year, and still pending May receipt.

Rental of Real property, otherwise known as the payments received from cell tower leases have totaled \$75,365.33 for the year. This is \$24,507.37 over what was anticipated in the budget and still pending May rental payments.

The Village received Pool contributions from the Town of Milton which brings the total income from the pool to \$51,678. Due to the change in scheduled payments, this fiscal year we received contributions from Milton twice. Going forward this payment will be sent out in April.

Other large receivables in April that was talked about was the payment for wrapping up the 5 project DASNY grant which concluded with the construction on Saratoga Ave. This final payment equated to \$103,885.46. The last large receivable was \$266,016.53. We originally anticipated that money received from the state would be around \$137,000. Due to increased funding, we received increased funding.

Expenses YTD (as of the end of April) should equal approximately 92% of total budget. The general fund has spent 80%, the sewer fund 50%, and library fund 87%. The sewer fund is at the current percentage due to pending entries related to finalizing/wrapping up grants.



Budget Amendment

FY2023

6/13/2022	To Account	Descript	Amount	From Account	Descript	Amount
	A -3412-002-00	Union Fire Dept EQ	\$ 1,993.00	A -3412-004-05	Union Fire Dept CE - Supplies	\$ (1,993.00)
	A -7010-004-04	Fund for the Arts - Planters	\$ 175.00	A -2705-000-00	Gifts & Donations	\$ 175.00
	A -8510-004-00	Community Beautification CE	\$ 160.00	A -2705-000-00	Gifts & Donations	\$ 160.00

Rescue Saw pkg

Purchased of Planters from Committee on the Arts

Flower donation from rotary for BSBPA @ Veterans park



# Professional Services Agreement

Agreement made the 23rd day of May, 2022  
between

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

and

**Village of Ballston Spa**  
**("Client")**

for services related to the following Project:

## **Engineering Services Term Agreement**

LaBella and Client hereby agree as follows:

**Description of Services:** LaBella shall perform the services set forth and described in LaBella's Statement of Professional Qualifications, dated June 14, 2019, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*. The term on this agreement shall be through May 31, 2023 with the option for annual renewals.

**Compensation for Services:** Client shall compensate LaBella for its basic professional services on a time and materials basis in accordance the current LaBella fee schedule. LaBella reserves the right to adjust its billing rates at the beginning of each calendar year. Compensation for all other services shall be as stated in the Proposal for Professional Services prepared specifically for the individual project. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

**Term:** The term of this agreement shall be through May 31, 2023 with the option for annual renewals.

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

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;

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

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

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

In recognition of the relative risks and benefits of the term agreement to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella's consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella's consultants shall not exceed \$1,000,000 or such additional amount over \$1,000,000 which is covered by LaBella's insurance.

**LaBella Associates, D.P.C.**

**Village of Ballston Spa**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name \_\_\_\_\_

Frank Rossi, II

Name \_\_\_\_\_

Title \_\_\_\_\_

Mayor

Title \_\_\_\_\_

Date: \_\_\_\_\_

Date \_\_\_\_\_

**Exhibit A**  
**LaBella's Proposal**

**Exhibit B**  
**Terms and Conditions**

## Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

LaBella may suspend its performance under this Agreement if any delinquent amounts due for services and expenses have not been paid. LaBella may refuse to release drawings, plans, specifications, reports, maps, materials and any other instruments of service prepared by LaBella for Client until all arrearages are paid in full. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.



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

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

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

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

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

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

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

**Non-Waiver:** Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

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

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

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

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

## **Ballston Spa Village Pool 2022**

### **Lesson Registration:**

**Saturday June 18th and Sunday June 19th** (Sunday if not full)

- 9am - noon, Rain or Shine at the Village Pool
  - Cash or Check
  - Open to Ballston Spa School District Residents Only
  - 3 years old (prior to July 15th) and up (must be Toilet trained)
- All information about lesson structure & times are available at Registration.
  - LICENSE OR PROOF OF RESIDENCE IS MANDATORY.

### **Cost:**

Village of Ballston Spa/Town of Milton: \$50 (Lessons/season pass), Family \$160

Town of Ballston/Town of Malta: \$70 (Lessons/season pass), \$200 per Family

### **Lessons Schedule:**

Dates: Monday June 27th - Thursday August 4th

Lessons will be on Monday/Wednesdays **OR** Tuesday/Thursdays

(Will be the same each week)

### **Pre-season Schedule:**

Weekdays June 13th - June 23th Open 3:30-7pm

Saturday and Sunday June 18th and 19th Open 2-6pm

Friday June 24th Start normal summer hours

### **Regular Season Schedule:**

- Lessons 9-12:30 Monday-Thursday
- Open to residents 1-7pm weekdays and 12-6pm weekends
- Will stay open until 8pm during the week in July when possible, weather permitting and subject to change (post weekly at the pool)
  - Village of Ballston/Town of Milton \$2 per person/day
    - Town of Ballston/Malta \$3 a day

**All hours are subject to change.**

## **BSVP 2022 Staff Approval for June Meeting**

### **Returners:**

Director: Kate Gawrys

Assistant Director: Samantha DeRagon (Lessons)

Assistant Director: Annalise Gizzi (Day guard assistant)

### **Instructors:**

1. Samantha DeRagon (Assistant Pay)
2. Jack Walker
3. Sarah Bozzo
4. Corinne Pepper (new)
5. MacKenzie Dahl
6. Sara Phelps

### **Day Guards:**

1. Emily Robbie
2. Justin Robbie
3. McKenna Phillips
4. Cole McCarthy (new)

### **Part Time:**

1. Megan Gawrys (sub-not likely to work, only in emergencies)
2. Annalise Pepper (part time)
3. Jasmine Akari (part time)
4. Isabelle Layer (part time)
5. Parker Caswell (part time)

### **New Hires:**

Corinne Pepper

Cole McCarthy

### **New Position: Annalise Gizzi Assistant Director**

Samantha DeRagon is leaving in the beginning of August and Annalise will be closing on nights Samantha and Kate cannot. 2 positions for Asst. but shouldn't affect the budget. (did not have two in 2021 and 2022 due to reduced or no lessons)

