

## **(DRAFT) RULES OF PROCEDURE (2026) – VILLAGE OF BALLSTON SPA**

Regular meetings are held the second and fourth Monday of the month at 7:00 PM in the Ballston Spa Library, 21 Milton Avenue, or any other location within the Village limits as advertised by the Village Clerk after consultation with the Mayor. The schedule of meetings with any exceptions noted is approved annually at the Organizational meeting at the noticed location within the Village limits pursuant to Section 45-9 of the Village of Ballston Spa Code.

For the purpose of clarity, the Board acknowledges the Village Attorney's prior advice from December 2024 that appointment of Staff Members, Committee/Board/Commission Members, etc., is not required to be performed at or during the Organizational Meeting. As such, appointments for expired terms may occur any time after the start of the Official Year through the scheduling of a Special Meeting or during any other meeting after the start of the Official Year.

The official newspaper is notified of the schedule of meetings. The Clerk contacts Trustees and Department Heads if a meeting has to be cancelled due to lack of a quorum. The official newspaper is notified and said cancellation is posted in the Village Hall and on the Village website and social media pages.

The Mayor shall preside at meetings and in the Mayor's absence the Deputy Mayor shall preside.

A quorum shall be required to conduct business. A quorum of the five (5) member Board of Trustees shall be three (3). Pursuant to Village Law each member of the Board shall have one vote. The Mayor may vote on any matter but must vote in case of a tie. An abstention or silence shall be considered a negative vote for the purpose of determining the final vote on a matter. Ayes or nays shall take a vote upon any question, and the names of the members present and their votes shall be entered in the minutes.

The presiding officer may debate, move, and take other action that may be taken by other members of the Board.

The following shall apply to all Village Board of Trustee meetings including special and emergency meetings:

The presiding officer must recognize board members before making motions and speaking. A member, once recognized, shall not be interrupted when speaking unless it is to call him/her to order. If a member, while speaking, were called to order, the member should cease speaking until the question of order is determined, and, if in order, the member shall be permitted to proceed.

There is no limit to the number of times a member may speak on a matter.

Motions and resolutions require a majority vote to be approved.

Special meetings are called by the Mayor or by any two (2) Board members. The Clerk contacts the members and if a quorum is available, notifies the official newspaper at least 72 hours in advance if the meeting is scheduled a week or more in advance and at least 24 hours in advance if the meeting is scheduled less than a week in advance.

Emergency meetings are called by the Mayor or by any two (2) Board members. The Clerk contacts the members and if a quorum is available, notifies the official newspaper and posts a notice in the Village Hall.

Executive sessions shall be held in accordance with the NYS Public Officers Law 105. All executive sessions shall be commenced in a public meeting.

The agenda for Village Board meetings shall be set by noon on the Friday before the Monday meeting.

All members of the Board have the right to place items on the agenda provided same is presented to all board members by noon on the Thursday before the Monday meeting. All motions shall be reviewed for legality and legal necessity by the attorney for the Village.

Where appropriate, the use of a Consent Agenda will be made. A consent agenda groups routine meeting discussion points into a single agenda item. All documentation associated with consent agenda items must be provided prior to the meeting and Board members must be given an opportunity to ask associated questions and have them answered before the vote. Such questions and answers shall be shared with all Board members. Simple questions, clarifications, or short amounts of dialogue relative to a consent item may be discussed after the motion, but before approval. At the meeting, the presiding officer shall ask Board members if any item shall be removed from the agenda for separate discussion and action and if so, it will be removed from the consent agenda.

The Clerk or the Clerk's designee transcribes minutes of regular, special, emergency and executive meetings from audiotapes. The minutes shall consist of: name of the Board, date, place and time of meeting, notation of presence or absence of Board members and time of arrival or departure if different from time of call to order or adjournment, name and title of other Village officials and employees present, brief summary of public comments, questions & concerns, record or summary of all motions, proposals, resolutions and other matters formally voted upon and the vote thereon, record of communications presented to the Board, record of reports made by Board or other village personnel, time of adjournment, and signature of Clerk or designee. Draft Minutes are placed in Board member mail slots or sent via official Village member email within ten business days with the exception of executive minutes, which are available within five days. The draft minutes shall also be placed on the Village website and shall be labeled "DRAFT." The minutes with any amendments are approved at the next Board meeting.

The Public shall be allowed to speak during any public comment period of the meeting or in the event a motion is made and up for discussion that has not been listed on the agenda. There shall be no public comment allowed for proposed amendments to motions that are listed on the agenda. Speakers shall be limited to a specific period of time as prescribed below--Speakers are requested but not required to give their name, address and organization, if any. The only time in which additional public comment may be permitted is in the event a new motion in the opinion of the Presiding Officer is made that is not identified on the agenda. In those cases, Public Comment on only that motion may be permitted, limited to 90 seconds per speaker after which the Board may vote on the motion. Where there is a public hearing, speakers are limited to five (5) minutes, and the minutes cannot be ceded to another speaker. The Board recognizes the need for a non-threatening atmosphere in which legitimate discussion of issues may be pursued in a collegial manner. Inappropriate or offensive behavior by Board members, staff members or anyone in attendance at a meeting of the Ballston Spa Board of Trustees is strictly prohibited.

The following rules apply to all Village Board meetings:

1. All comments and questions from the public shall be directed to the Board only, not specific department heads, consultants or other members of the public,
2. No one shall make statements during the meeting that involve personal, impertinent, or slanderous attacks on any group, organization or individual, a member of the Board, an employee of the Village, a member of the audience or a member of the public regardless of

whether the individual sought to be named is present. The use of profane, vulgar, threatening or racial or ethnic slurs is prohibited.

3. No one will disrupt the meeting with loud outbursts or other disruptive conduct or behavior including, but is not limited to, obscenity, heckling, taunting/cheering, physical threats, abusive language, etc. at any time during the meeting.
4. Failure to comply with the foregoing rules may result in early termination of allotted commenting time for a member of the public, a denial of future requests to speak, removal from the meeting, and any other actions deemed necessary by the presiding officer or by majority vote of the board.

The agenda is the order of business for Village Board meeting and shall include:

- 1) Call to Order
- 2) Pledge to the Flag (Led by a Rotation of Board Members and/or Community Members)
- 3) Approval of Prior Meeting Minutes
- 4) Public Hearing (if any)
- 5) Presentation (if any)
- 6) Public Comment on Agenda Items Only (3 minutes per speaker)
- 7) Consent Agenda
- 8) Motions/Resolutions for Consideration/Vote
- 9) Mayor Announcements
- 10) Treasurer Reports
- 11) Liaison Reports
- 12) Old Business
- 13) New Business
- 14) Public Comment on Any Issue (3 minutes per speaker)
- 15) Other Business, including but not limited to Board Response to Public Comment
- 16) Executive Session, if necessary
- 17) Adjournment/Voucher Audit

Meetings shall be limited to a maximum of two (2) hours exclusive of public hearings, presentations, and executive session, if any. In the event the two-hour limit has expired prior to the second public comment, the presiding officer shall, in their discretion, extend the time limit to accommodate up to thirty additional minutes to allow for the second public comment section and up to fifteen minutes for Board response.

All members of the public and all public officials are allowed to record public meetings with the exception of executive sessions. The recording shall be done in a manner which does not interfere with the meeting. The presiding officer may make a determination that the recording is being done in an intrusive matter and request an accommodation to avoid the interference and if not complied with the individual will be asked to leave the meeting room.

The above Rules of Procedures shall be the rules for the meetings of the Village Board of Trustees.

The foregoing procedures may be amended from time to time by resolution of the Village Board.

**Adopted:**

January 2, 2025

Revised: January 6, 2025

Draft (Amending First Paragraph re: Section 45-9 of the Code): January 1, 2026

# *Village of Ballston Spa*

*Saratoga County Seat*

66 FRONT STREET

*Ballston Spa, NY 12020*

Phone: 518-885-5711

Fax: 518-885-0512

From the Office of the Village Clerk

## NOTICE

Please be advised that the Board of Trustees of the Village of Ballston Spa, New York will hold regular meetings on the following dates in 2026.

Organizational Meeting January 1 at 12:00pm

Regular Meetings:

January 12 & 26

February 9 & 23

March 9 & 23

April 13 & 27

May 11 & 26

June 8 & 22

July 13 & 27

August 10 & 24

September 14 & 28

October 13 & 26

November 9 & 23

December 14

2027 Annual Organizational Meeting January 1, 2027

Unless otherwise notified, all such meetings will be held in the Lower Conference Room of the Ballston Spa Public Library located at 21 Milton Avenue Ballston Spa NY beginning at 7:00pm and online via Zoom. **Zoom Log in ID: 88902961300 Password: 380778**

Meeting information is posted on the Village website [VillageofBallstonSpa.gov](http://VillageofBallstonSpa.gov) and Facebook page.

Cc: Mayor Rossi & Board of Trustees

Village Attorney

Village Treasurer

Village Administrator

Village Librarian

Daily Gazette

Village Office

Neoplanta Restoration, Inc.

P.O. Box 1009  
Ballston Lake, NY 12019

# Invoice

Date	Invoice #
12/22/2025	25-0070

Bill To
Village of Ballston Spa 66 Front St Ballston Spa, NY 12020

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Asbestos removal at Ballston Spa Public Library	49,000.00	49,000.00
		<b>Total</b>	\$49,000.00

**TOWN OF MILTON AND VILLAGE OF BALLSTON SPA**  
**INTERMUNICIPAL COOPERATION AGREEMENT FOR WATER SERVICE TO**  
**TOWN OF MILTON ROWLAND STREET WATER SUPPLY DISTRICT #3**

Pursuant to Article 5-G of the General Municipal Law, this Intermunicipal Cooperation Agreement dated \_\_\_\_\_ (the "Agreement") between the **TOWN OF MILTON**, a Municipal Corporation, established under the laws of the State of New York, located in County of Saratoga and State of New York, with the principal place of business at 503 Geyser Road, Ballston Spa, New York, hereinafter referred to as the "Town", and the **VILLAGE OF BALLSTON SPA**, a Municipal Corporation, established under the laws of the State of New York, with a principal place of business in County of Saratoga at 66 Front Street, Ballston Spa, New York, hereinafter referred to as the "Village" collectively "the Parties," and

**WHEREAS**, in August 2000, the Town formed Rowland Street Water Supply District #3, (Rowland District #3) to provide water service to various properties within the Town as defined in water district/service area formation Map, Plan and Report, and

**WHEREAS**, the Village has supplied up to 40,000 gallons per day of potable water to users in Rowland District #3 pursuant to a certain Contract for Supply of Village Water to Town for Town Water District #3, dated October 24, 2000, and that certain NYSDEC permit (#5-4142-00061/00001), dated December 29, 2000, and issued to the Town of Milton for withdrawal of water for water supply purposes within District #3 (WSA #10031), pursuant to Article 15, Title 15 of the NYS ECL; and

**WHEREAS**, the Parties understand that, pursuant to NYSDEC directives, the Village will report supply to the Town, including to District #3, on its annual water withdrawal report and permits, as appropriate, and as directed by NYSDEC, and it is unnecessary henceforth for the Town to include water supply within District #3, pursuant to WSA #10031, on any required reporting to NYSDEC; and

**TOWN OF MILTON AND VILLAGE OF BALLSTON SPA**  
**INTERMUNICIPAL COOPERATION AGREEMENT FOR WATER SERVICE TO**  
**TOWN OF MILTON ROWLAND STREET WATER SUPPLY DISTRICT #3**

**WHEREAS**, the Town received a petition, dated January 16, 2025, which included a Map, Plan, and Report, attached hereto and incorporated herein as **Exhibit A**, from the owners of certain real property situated in the Town to extend Rowland District #3 in order to serve said real property, upon which said owners have received approval from the Town for land development requiring an additional 57,500 gallons per day plus fire flow capacity, and

**WHEREAS**, on April 23, 2025, the Town of Milton Town Board approved an extension to Rowland District #3, as set forth in Exhibit A, creating Milton Water District #3, Extension #1; and

**WHEREAS**, for purposes of this Agreement only, Milton Water District #3 and Milton Water District #3, Extension #1 together will be referred to as “District #3” and all references to “District #3” hereinafter shall include all of the land within both the District and the Extension; and

**WHEREAS**, as a result of the increase in service area, it is necessary for the parties to enter into a new agreement for the supply of water by the Village to District #3; and

**WHEREAS**, the users in District #3 wish to increase the maximum amount of potable water to be purchased from and supplied by the Village 97,500 gallons of potable water per day, on average, over a one-year period, to be calculated by dividing the total annual water used (in gallons) by 365 days (hereinafter, “average annual daily demand,” or “AADD”) subject to the covenants, provisions, and agreements set forth herein, and

**WHEREAS**, the users in District #3 wish to take delivery of this potable water from Village-owned transmission and distribution mains and associated infrastructure at various points in the Town, and

**TOWN OF MILTON AND VILLAGE OF BALLSTON SPA**  
**INTERMUNICIPAL COOPERATION AGREEMENT FOR WATER SERVICE TO**  
**TOWN OF MILTON ROWLAND STREET WATER SUPPLY DISTRICT #3**

**WHEREAS**, as set forth in Exhibit A, the existing Village-owned infrastructure serving District #3 lacks sufficient capacity to provide the 97,500 gallons AADD per day plus needed fire flows (“NNF”), defined as the amount of water that should be available for providing fire protection to District #3, for fire protection, and

**WHEREAS**, in order to provide the needed capacity to District #3, the Village will be required to upgrade the existing Village-owned water pumping station serving District #3, which upgrade will be funded through municipal borrowing by the Village, and

**WHEREAS**, the Parties recognize that it is necessary to memorialize their respective obligations as to debt retirement, current and future improvements and repairs, and the processes and procedures involved; and

**WHEREAS**, the Parties have determined that the provision of water is in the best interest of promoting the continued economic development and public health, safety, and welfare, and

**WHEREAS**, the Parties are authorized to enter into this Intermunicipal Agreement pursuant to General Municipal Law Sections 118 and 119-o, Town Law Section 198(3)(b), and Village Law Section 11-1120;

**NOW, THEREFORE**, in consideration for the promises and mutual covenants and agreements herein set forth, and for the sum of One Dollar and 00/100 (\$1.00) lawful money of the United States, to each hand paid by the other, receipt of which is acknowledged, and other good and valuable consideration, the Parties mutually agree as follows:



**TOWN OF MILTON AND VILLAGE OF BALLSTON SPA**  
**INTERMUNICIPAL COOPERATION AGREEMENT FOR WATER SERVICE TO**  
**TOWN OF MILTON ROWLAND STREET WATER SUPPLY DISTRICT #3**

**ARTICLE I**

**SCOPE OF AGREEMENT**

The Village and the Town hereby agree that this Agreement and any amendments hereto shall govern and apply to all water sold by the Village to District #3 and purchased by District #3 from the Village, and all related water system operation and maintenance services provided to District #3 by the Village, during the term of this Agreement and any renewals hereof. This Agreement shall replace any and all other outstanding Agreements between the Town and the Village relating to the supply of water and repair and maintenance of related water systems operation and maintenance services to any properties located within District #3, including but not limited to the Contract for Supply of Village Water to Town for Town Water District, dated October 24, 2000.

**ARTICLE II**

**CONSTRUCTION AND FINANCING OF WATER SYSTEM IMPROVEMENTS**

1. Water infrastructure supplying users in District #3 in the Town in existence at the date of execution of this agreement is owned by the Village, a private water supplier, or the Town.
  - a. Outside of the District #3 boundary, the Village owns a 20-inch transmission main situated along the eastern side of Rowland Street. Inside of the District #3 boundary, the Village owns a 12-inch connection from the 20-inch transmission main to its Olde Mill Booster Pump Station (hereinafter, "District #3 Service and Pumping Infrastructure"). The 20-inch transmission main and District #3 Service

**TOWN OF MILTON AND VILLAGE OF BALLSTON SPA**  
**INTERMUNICIPAL COOPERATION AGREEMENT FOR WATER SERVICE TO**  
**TOWN OF MILTON ROWLAND STREET WATER SUPPLY DISTRICT #3**

and Pumping Infrastructure are collectively referred to hereinafter as “Village Water Infrastructure.”

- b. As of the date of this agreement, a private water supplier<sup>1</sup> owns and operates water infrastructure which serves certain customers within the geographical boundaries of Water District #3. Said water infrastructure may exist within the geographical boundaries of Water District #3. As of the date of this agreement, the following properties are served by said private water supplier: 24 Triebel Ave., which is also identified as Tax Lot 190.-7-12.2; and 14 Triebel Ave., which is also identified as Tax Lot 190.-7-1.22. These properties are hereby specifically excluded from service by the Village under this Agreement.
- c. Except as set forth in paragraph 1(b), hereof, and as of the date of this agreement, the Town owns all other public water infrastructure situated within District #3. The Town is obligated to construct or fund, without any obligation on the part of the Village, any improvements to the existing water infrastructure it owns, and those water improvements owned by the Village that are expressly necessary to service the users in District #3. The boundary between the Village-owned District #3 Service and Pumping Infrastructure and the Town-owned water infrastructure is a point immediately downstream of the 10” gate valve, as indicated on a drawing entitled “Pump Station Site Plan,” dated May 2000, prepared by Clough, Harbour & Associates, LLP, attached hereto and made a part hereof as **Exhibit B**. The boundary is more specifically identified as the 12-inch valve at the water

**TOWN OF MILTON AND VILLAGE OF BALLSTON SPA**  
**INTERMUNICIPAL COOPERATION AGREEMENT FOR WATER SERVICE TO**  
**TOWN OF MILTON ROWLAND STREET WATER SUPPLY DISTRICT #3**

main connection supporting water service to District #3 through the 12-inch main on said exhibit.

2. The costs of infrastructure improvements may be financed by bonds or notes (“Obligations”) issued by the Town and Village, respectively. The Obligations shall be the sole obligations of the respective municipality.

3. Users within District #3 shall be required to pay their proportionate share of the cost of any future capital improvements required to ensure that the Village’s Water infrastructure runs properly and in accordance with then-existing standards. The Village shall provide notice to the Town prior to undertaking any capital improvements necessary but not require approval. Written notice shall include engineering and financial information adequate for Town review to ensure the necessity, cost of the improvements, and proposed manner of financing said improvements. Any additional sampling, tests or monitoring of water quality due to additional point(s) of entry in District #3 shall be reimbursed to the Village by the project applicant, if such testing is performed by the Village. Where the Village undertakes to fund the cost of capital improvements by issuance of debt by the Village, the Village shall provide a copy of the debt schedule and notify the Town of the annual debt repayment amount. The Town shall collect and remit payment to the Village within thirty (30) days prior to the due date of the annual debt repayment.

4. In order to provide water service to District #3, the Olde Mill Pump Station requires control system upgrades, replacement of existing three (3) standard duty pumps, and acquisition and storage of an additional fire flow pump, as well as additional ancillary work as

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<sup>1</sup> Heritage Springs Waterworks was formed in November 1986 for the purpose of supplying water to the 209-unit Deer Run Development, located

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included in Bid and Construction Documents prepared by LaBella Associates, DPC entitled Village of Ballston Spa – Milton WD3 Improvement Project – Olde Mill Pump Station Upgrade” LaBella Project No. 225053, dated 2025,” which are annexed hereto and made a part hereof.

5. The Town of Milton’s proposed highway garage facility will be situated within District #3 and will be served by a direct connection to the 20” transmission main. There will be no connection to the District #3 Service and Pumping Infrastructure. Therefore, the parties further agree that the owner of the lands of the highway garage facility shall not be responsible for capital costs of improvements to the District #3 Service and Pumping Infrastructure until such time as said lands may be connected to and benefit from the District #3 Service and Pumping Infrastructure.

6. All real property that benefits from the supply of water relating to the District #3 Service and Pumping Infrastructure shall pay capital charges to satisfy the annual debt service arising from the capital improvements identified in paragraphs 3 and 4 above and the indebtedness occurring from the purchase of any future capital improvements based upon the full value of all benefitted real property. The proportional share of capital charges paid by District #3 shall be determined by the fraction derived from the full value of the real property located within District #3 as the numerator to the total full value of all real property located within District #3 and the Village benefitting from the capital improvements as the denominator.

7. Debt service shall mean principal and interest payments on bonded obligations incurred during the term of this Agreement arising from current and any future capital improvements to the System, as defined in this Agreement.

**TOWN OF MILTON AND VILLAGE OF BALLSTON SPA**  
**INTERMUNICIPAL COOPERATION AGREEMENT FOR WATER SERVICE TO**  
**TOWN OF MILTON ROWLAND STREET WATER SUPPLY DISTRICT #3**

**ARTICLE III**

**WATER DISTRICTS**

1. The Town agrees to supply the Village with copies of any proposed modifications to District #3 made pursuant to NYS Town Law Article 12 or Article 12-A. Proposed district modifications involving an anticipated change in water use must also include a demand projection.

2. The Town agrees to provide copies of documentation required by Article 15 of the Environmental Conservation Law (water supply permit) and US Army Corps of Engineers Joint Permit applications to the Village. The Village shall provide up to 97,500 AADD for purchase by the users in District #3. The Village's Water Supply Permit shall list sale of water to District #3 in the Town, as may be required by NYSDEC. The Village shall report sales to the Town on their annual Water Withdrawal Reporting Form.

**ARTICLE IV**

**METER READING AND BILLING OF WATER CHARGES**

1. The Village agrees that the users in District #3 shall be liable only for costs associated with the provision of water service including currently contemplated and future capital costs as outlined herein, operation and maintenance costs, and administrative costs.

2. Meter Reading – Water meters shall be installed at each user site in accordance with Town and Village standards, and at the user's expense. All readings will be performed in accordance with the Village law, policies, and procedures. The Village will transmit a summary listing showing each user and the corresponding readings and charges to the Town of Milton.

**TOWN OF MILTON AND VILLAGE OF BALLSTON SPA**  
**INTERMUNICIPAL COOPERATION AGREEMENT FOR WATER SERVICE TO**  
**TOWN OF MILTON ROWLAND STREET WATER SUPPLY DISTRICT #3**

From time to time the Village may require meters to be read more frequently to monitor usage and water loss. If water losses are noted, the Village will contact users to request that the property owner look for and repair leaks that may increase water billings.

3. Billing – The Village, as a service provider to the users in District #3, will bill each user within such District in accordance with Village policy and procedures. Such bills will be due and payable according to Village policy and procedures.

4. Water Service Rate –The rate to be charged to District #3 users shall be the Outside Village User Rate, in accordance with Village water rates, policies, and procedures. Users in District #3 shall be charged the same Outside Village User Rate as similarly situated users not located in District #3. The rate and billing procedure outlined herein will take effect for all District #3 users during the biannual billing period in which this Agreement is fully executed. To the extent the Town develops Town-owned distribution infrastructure in District #3, or otherwise acquires the same, the Town may establish additional fees related to operation and maintenance of that infrastructure within District #3.

5. Water use law – Prior to the placement of any new service connections into service within District #3, the Town shall adopt a Water Use Law which shall incorporate the relevant water-related terms of Chapter 200 of the Village code, including but not limited to, general regulations for service connections, water service charges, water conservation, and termination of service. The Town and Village will work together to adopt the necessary portions of the Village's water code.

**TOWN OF MILTON AND VILLAGE OF BALLSTON SPA**  
**INTERMUNICIPAL COOPERATION AGREEMENT FOR WATER SERVICE TO**  
**TOWN OF MILTON ROWLAND STREET WATER SUPPLY DISTRICT #3**

6. The Town shall assist the Village in the collection of delinquent water usage fees by assessing such unpaid fees on the real property taxes on the property served by such water system. The procedure for such collection shall be as follows:

- a. The total amount due from each such property owner shall be calculated and additional penalties incurred as set forth in Section 200-21 of Village Code.
- b. On or before October 1<sup>st</sup>, the Village shall provide the Town the list of delinquent property owners and amounts due to the Town Assessment Department.
- c. The delinquent water use fees shall appear on the Town and County tax bills which are rendered in January of the following year.
- d. The Town shall remit such payment to the Village no later than March 1 of the following year.

**ARTICLE V**

**OPERATIONAL CONTROL**

1. The Village, its employees or representatives shall, at any time, have access over all the properties over which the Town has access and be permitted be able to inspect all components of the water infrastructure within and serving District #3, and in the event of an emergency, or in order to ensure the continued service of the systems to the other users, the Village may take all reasonable steps including operating all valves, regulating water levels, controlling flows, flushing water mains, and performing any other related activities for such purposes. The Village shall provide verbal and/or written communication to the Town discussing emergency circumstances and actions taken as soon as practicable.

**TOWN OF MILTON AND VILLAGE OF BALLSTON SPA**  
**INTERMUNICIPAL COOPERATION AGREEMENT FOR WATER SERVICE TO**  
**TOWN OF MILTON ROWLAND STREET WATER SUPPLY DISTRICT #3**

2. The Village shall be responsible for operation and maintenance of any and all infrastructure currently located or to be located in the future within District #3. The Village shall have access to the public water infrastructure situated within District #3 Village Water Infrastructure for maintenance and repair purposes currently or in the future without seeking approval or obtaining any special permits from the Town. Where this infrastructure lies within Town rights-of-way, the Village shall make reasonable efforts to coordinate access and operations with the Town. This access for maintenance and repair includes all future upgrades.

3. Ownership of Improvements – The Village owns the Village Water Infrastructure, and shall own any and all infrastructure improvements relating to the Village Water Infrastructure. Except as provided in paragraph 1(b), hereof (i.e., infrastructure owned by private water suppliers), and as of the date of this agreement, all other distribution lines located within and serving District #3 are owned by the Town. Except improvements relating to the Village Water Infrastructure, and except as provided in paragraph 1(b) (i.e., infrastructure owned by private water suppliers), hereof, the Town will own any and all the infrastructure improvements within the geographical boundaries of District #3.

4. For new service connections that are provided water supply by the Village's water system, prior to the issuance of a building permit for a new user within a water district, the Town will provide the Village with a copy of the Town Building Permit Application, along with projected daily water consumption and any fire protection demands. The Village shall review the Building Permit Application and projected daily water consumption to ensure that appropriate supply and pressure is available from the Village's water system. To the extent that hydraulic modeling is required to comply with this article, the Village shall provide an estimate of the cost



**TOWN OF MILTON AND VILLAGE OF BALLSTON SPA**  
**INTERMUNICIPAL COOPERATION AGREEMENT FOR WATER SERVICE TO**  
**TOWN OF MILTON ROWLAND STREET WATER SUPPLY DISTRICT #3**

of the modeling to the Town prior to conducting the modeling. The Town shall obligate the user to fund the cost of modeling. The cost of installation of meters shall be borne by the property owner as set forth in the Village Code.

5. The Parties agree that fire hydrants located in and/or serving District #3 shall be owned and operated by the Town. The Parties further agree that said fire hydrants shall be under the direct control of the Village of Ballston Spa Department of Public Works, and no person except an authorized person or employee of the Village of Ballston Spa Department of Public Works shall be permitted to take water from the hydrants or operate, use, or disturb any fire hydrant or part thereof, or take any water therefrom under any circumstances, except under emergency situations, as defined by the Village of Ballston Spa ordinances, with the exception of the Town of Milton for use by Town equipment and for emergency and other operations of the Town of Milton in connection with Milton Fire Protection District #1. Any unusual escape of water from fire hydrants, mains, or any part of the water supply system shall be reported to the Village of Ballston Spa Department of Public Works as soon as possible.

**ARTICLE VI**

**PROVISION OF WATER SERVICES**

1. The Village shall furnish water of potable quality to the users in District #3 through the distribution system for the Term of this Agreement.

2. The Village warrants that it has the capacity to provide water services to District #3, and that it is legally empowered to provide water to District #3, subject to any further approval from regulatory agencies required in connection with this agreement.

**TOWN OF MILTON AND VILLAGE OF BALLSTON SPA**  
**INTERMUNICIPAL COOPERATION AGREEMENT FOR WATER SERVICE TO**  
**TOWN OF MILTON ROWLAND STREET WATER SUPPLY DISTRICT #3**

3. Notwithstanding anything to the contrary in this Agreement, the Village reserves the right to reduce the volume of water available to the users in District #3 because of conditions of droughts, acts of God, emergency, or regulations promulgated by the State of New York. Such reduction of service shall be consistent with other users similarly situated. The Village shall notice the Town and users in District #3 in advance of any anticipated reduction in the total amount of water available to the Town.

4. The Town and Village may, from time to time, conduct an assessment of the Water System to include, but not limited to, future capacity planning. The costs for the preparation of the plan, if any, shall be borne by the municipal party requiring the plan.

**ARTICLE VII**

**EXCHANGE OF DATA**

All technical data relating to District #3 within the possession of the Parties shall be made available to the other Parties upon reasonable notice on an as needed basis without expense.

**ARTICLE VIII**

**ADDITIONAL ASSURANCES**

The Parties agree to enter into such additional agreements as may become necessary to fully effectuate the provisions of this Agreement and to provide for mutual protection of all the Parties hereto.

**TOWN OF MILTON AND VILLAGE OF BALLSTON SPA  
INTERMUNICIPAL COOPERATION AGREEMENT FOR WATER SERVICE TO  
TOWN OF MILTON ROWLAND STREET WATER SUPPLY DISTRICT #3**

**ARTICLE IX**

**ENTIRE AGREEMENT**

This Agreement, with its Exhibits, contains the entire agreement between the Village and the Town, and any agreements hereafter made between the Village and the Town shall be ineffective to change this Agreement, unless such agreement is signed by the authorized representative of the Village and the Town.

**ARTICLE X**

**COMPLIANCE WITH LAWS AND REGULATIONS**

Notwithstanding any other term or provision to the contrary herein, no party, hereto shall commence or engage in any activity hereunder, and no party shall have any obligations hereunder, unless and until the responsible parties have completed all necessary review of the activities contemplated by this Agreement pursuant to Article 8 of the Environmental Conservation Law and the rules and regulations promulgated pursuant thereto. No “action”, as the same is referred to in Article 9 of the Environmental Conservation Law and SEQRA regulations, shall be taken hereunder until all the procedures and requirements set forth therein have been completed with respect to the work contemplated hereby.

The Parties shall comply with all Federal, State, and local statutes, rules regulations, orders, and ordinances applicable to the performance of this Agreement.

**TOWN OF MILTON AND VILLAGE OF BALLSTON SPA  
INTERMUNICIPAL COOPERATION AGREEMENT FOR WATER SERVICE TO  
TOWN OF MILTON ROWLAND STREET WATER SUPPLY DISTRICT #3**

**ARTICLE XI**

**TERM OF AGREEMENT**

In accordance with Section 118-a of the General Municipal Law, the term of this Agreement shall be five (5) years or until the final payment on the Obligation(s) issued for upgrades to the Olde Mill Pump Station, whichever occurs later. This agreement shall auto-renew annually thereafter unless terminated in writing by either party, with ninety (90) days notice, pursuant to Article XVI hereof.

**ARTICLE XII**

**INDEMNIFICATION**

The Village shall defend and hold harmless the Town, its elected and appointed officials, agents, employees, and representatives, from all claims, suits, actions, or liens of any nature, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the Village, its employees, agents, or officials or the Village's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract.

**TOWN OF MILTON AND VILLAGE OF BALLSTON SPA  
INTERMUNICIPAL COOPERATION AGREEMENT FOR WATER SERVICE TO  
TOWN OF MILTON ROWLAND STREET WATER SUPPLY DISTRICT #3**

**ARTICLE XIII**

**SEVERABILITY**

The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**ARTICLE XIV**

**NOTICES**

All notices, statements, demands, approvals, or other communications to be given under or pursuant to this Agreement will be in writing, addressed to the Parties at their respective addresses as provided below, and will be delivered in person, or by certified or registered mail, postage prepaid, return receipt requested. In addition, notice shall be provided simultaneously by electronic means. If mailed, the notice will be deemed to have been given 24 hours after the date of mailing. The addresses of the Parties to which such notices are to be sent will be and until further notice are, as follows:

Town of Milton  
503 Geyser Road  
Ballston Spa, NY 12020  
[INSERT EMAIL]

Village of Ballston Spa  
66 Front Street  
Ballston Spa, NY 12020  
[INSERT EMAIL]

**TOWN OF MILTON AND VILLAGE OF BALLSTON SPA  
INTERMUNICIPAL COOPERATION AGREEMENT FOR WATER SERVICE TO  
TOWN OF MILTON ROWLAND STREET WATER SUPPLY DISTRICT #3**

**ARTICLE XV**

**NON-ASSIGNABILITY**

This Agreement is not assignable by either party without the written consent of the other party.

**ARTICLE XVI**

**FUTURE CONNECTIONS**

The Town shall not allow connections to the Village-owned transmission and distribution mains and associated water system infrastructure that are 1) outside District #3 or 2) outside the boundary of any duly formed town water district without the express written consent of the Village and, if necessary, permits from the Department of Health and the Department of Environmental Conservation.

**ARTICLE XVII**

**ENFORCEMENT**

This Agreement shall be construed and enforced under the laws of the State of New York. Venue for any action to enforce or interpret this Agreement shall be Saratoga County.

**TOWN OF MILTON AND VILLAGE OF BALLSTON SPA  
INTERMUNICIPAL COOPERATION AGREEMENT FOR WATER SERVICE TO  
TOWN OF MILTON ROWLAND STREET WATER SUPPLY DISTRICT #3**

[Execution Page]

DRAFT



# New York State Volunteer Firefighter Cancer Benefit Program INVOICE

**Payments via Check-** Make check payable and  
mail copy of invoice and check to:

AIS Administrators  
Firefighters Insurance Program  
P.O. Box 411215  
Boston, MA 02241 - 1215

**Payments via ACH-** Use the following  
instructions for ACH payment to:

Bank of America  
100 N Tryon St.  
Charlotte, NC 28255  
Account Name: Alliant Services Houston, Inc.  
RTN#: 021000322 ACCT#:483084165805  
Wires #: 026009593  
SWIFT Address: BOFAUS3N

**Village of Ballston Spa**  
66 Front Street  
Ballston Spa, NY 12020-1713

Invoice Number: 000719NYFIRE2026  
Invoice Date: 12/17/2025  
DUE DATE: 1/1/2026

COVERAGE PERIOD		DESCRIPTION	AMOUNT
		<i>New York State Volunteer Firefighter Cancer Benefit Program</i>	<b>DUE</b>
Effective	Expiration		
1/1/2026	12/31/2026	Basic Plan Lump Sum Cancer Benefit and Death Benefit	\$6,608.59
		Long-Term Disability	\$1,928.30
TOTAL ANNUAL PREMIUM:			\$8,536.89
Firefighter Count: 59			

IF PAYMENT IS NOT RECEIVED BY 2/1/2026, COVERAGE MAY BE CANCELLED.

If you have any questions about this invoice, please email [FFCP@aisadmin.com](mailto:FFCP@aisadmin.com)  
or call AIS Administrators at (866)719-2316.

We appreciate your participation in the New York State Volunteer Firefighter Cancer Benefit Program.

12/17/2025



## **AGREEMENT**

This Agreement is made on the \_\_\_\_\_ Day of January 2026, by and between the **Village of Ballston Spa**, a municipal corporation with offices located at 66 Front Street, Ballston Spa, New York, 12020, hereinafter referred to as the "Village" and **David Bush**, With an address of 30 Bath Street, Ballston Spa, New York 12020, hereinafter referred to as "Chief".

**WHEREAS**, the Village has employed David Bush as the Chief of Police for the Village since 2016, and

**WHEREAS**, The Chief has agreed to continue work with the Village in a part-time management capacity, to handle the administrative functions of the office of the Chief of Police.

**NOW, THEREFORE, IT IS AGREED**, The Village and the Chief agree to the following provisions concerning part-time employment with the Village.

1. **TERM:** The term of this agreement shall run from the date of this agreement until June 1, 2025.
2. **PAYMENT:** The Chief shall be paid an annual salary of fifty thousand dollars (\$50000.00)
3. **BENEFITS:** The Chief shall be paid a clothing allowance of one thousand dollars (\$1000.00). The Chief is a salaried employee and not required to use a time clock.
4. **DUTIES:** The Chief will continue the administrative functions of the Chief of Police of the Village of Ballston Spa. Those functions will include, but not limited to shift assignments, reviewing and revising policies and procedures, overall management and supervision of department/personnel, review daily reports, update and implement changes to laws, direct operations during crisis, coordinate with other agencies, plan and direct Police during Village events, public relations, budgeting, and any other such duties that are commonly handled by the Chief of Police of the Village of Ballston Spa.

**IN WITNESS WHEREOF,** The parties have executed this Agreement and agree to the terms set forth herein the date set forth above.

**VILLAGE OF BALLSTON SPA:**

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**BY: MAYOR FRANK ROSSI**

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**DAVID BUSH:**



Quote: 3440 / Date: 12/17/2025

Wainschaf Associates, Inc  
589 3rd Avenue Extension  
Rensselaer, New York  
12144, United States  
518-449-2220

Prepared By:  
Terry Gibson  
15183803889  
terry@waiconstruction.com

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**Project: Ballston Spa Public Library Roof Insulation**

**Scope of Work**

- Supply and install 2,828 sq' of R-38 faced insulation between the ceiling rafters.
- This is quoted at prevailing wages and tax exempt.

**Insulate Attic**

	Quantity	Material Cost	Labor Cost and/or Adjustments	Total Cost
01-3120 Supervision	1 ea	\$0.00	\$484.71	\$484.71
01-5050 Job Setup	1 ea	\$176.47	\$484.71	\$661.18
01 74 00 - Cleaning and Waste Management	1 ea	\$117.65	\$242.35	\$360.00
07 21 00 - Thermal Insulation	1 ea	\$4,564.71	\$5,816.47	\$10,381.18

**Notes**

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Quote: 3440 / Date: 12/17/2025

### Summary

#### Cost Type

Labor and Overhead	\$7,028.24
Materials	\$4,858.82
<b>Subtotal</b>	<b>\$11,887.06</b>

#### Post-Tax Markups

Insurance 1.2%	\$142.64
<b>Subtotal</b>	<b>\$142.64</b>

#### Taxes

Labor Tax	\$0.00
Material Tax	\$0.00
<b>Subtotal</b>	<b>\$0.00</b>

**\$12,029.70**

Accepted By

Date

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