

## CONTRACT

**THIS CONTRACT**, made this \_\_\_\_\_ day of January, 2022, by and between the **TOWN OF MILTON**, a municipal corporation with offices at 503 Geysers Road, Ballston Spa, New York, 12020, hereinafter referred to as the "**TOWN**" and 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**".

### WITNESSETH:

**WHEREAS**, the **VILLAGE OF BALLSTON SPA** maintains a public library in the Village of Ballston Spa; and

**WHEREAS**, many residents living in the Town of Milton are using the library facility; and

**WHEREAS**, the **VILLAGE OF BALLSTON SPA** provides the funds to support the operation of said library facility; and

**WHEREAS**, the **TOWN OF MILTON** feels this facility is important to the needs of the residents of the Town of Milton.

**NOW, THEREFORE, IT IS AGREED**, the **VILLAGE** specifically agrees as required by Section 109 of the New York General Municipal Law that **VILLAGE** is prohibited by law from assigning, transferring, conveying, subcontracting, or otherwise disposing of this **AGREEMENT**, or of **VILLAGE'S** right, title or interest therein without the previous consent in writing of the **TOWN**; and it is further

**AGREED**, this Agreement shall run from January 1, 2022 to December 31, 2022, a period of fifty-two (52) weeks. It is further agreed that it may be terminated by either party upon thirty (30) days' notice, with the amounts to be paid hereunder to be prorated accordingly, and it is further

**AGREED**, by and between the parties hereto, the **TOWN OF MILTON** will pay to the **VILLAGE OF BALLSTON SPA**, the sum of FORTY-ONE THOUSAND and 00/100 DOLLARS (\$41,000.00) for the year 2022, said amount to be used for general purposes of the library facility, and to be paid in or before July, 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth next to their respective names.

TOWN OF MILTON

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

By: \_\_\_\_\_  
SCOTT OSTRANDER, TOWN SUPERVISOR

VILLAGE OF BALLSTON SPA

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

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

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, personally appeared **SCOTT OSTRANDER**, of the **TOWN OF MILTON**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, personally appeared \_\_\_\_\_, **MAYOR**, of the **VILLAGE OF BALLSTON SPA**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## CONTRACT

**THIS CONTRACT**, made this \_\_\_\_\_ day of January, 2022, by and between the **TOWN OF MILTON**, a municipal corporation with offices at 503 Geyser Road, Ballston Spa, New York, 12020, hereinafter referred to as the “**TOWN**” and 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**”.

**WITNESSETH:**

**WHEREAS**, the **VILLAGE OF BALLSTON SPA** has constructed an outdoor swimming pool facility, located in the Village of Ballston Spa; and

**WHEREAS**, many residents living in the Town of Milton are desirous of using said facility; and

**WHEREAS**, the **VILLAGE OF BALLSTON SPA** has incurred great expense in constructing such facility; and

**WHEREAS**, the **VILLAGE OF BALLSTON SPA** incurs significant debt to maintain said facility; and

**WHEREAS**, the **TOWN OF MILTON** feels this facility is important to the recreational needs of the residents of the Town of Milton and especially for their children; and

**WHEREAS**, the **VILLAGE OF BALLSTON SPA** will not surcharge those residing in the Town of Milton and living outside the Village any additional charge for use of the pool.

**NOW, THEREFORE, IT IS AGREED**, the **VILLAGE** specifically agrees as required by Section 109 of the New York General Municipal Law that **VILLAGE** is prohibited by law from assigning, transferring, conveying, subcontracting, or otherwise disposing of this **AGREEMENT**, or of **VILLAGE'S** right, title or interest therein without the previous consent in writing of the **TOWN**; and it is further

**AGREED**, this Agreement shall run from January 1, 2022 to December 31, 2022, a period of fifty-two (52) weeks. It is further agreed that it may be terminated by either party upon thirty (30) days' notice, with the amounts to be paid hereunder to be prorated accordingly; and it is further

**AGREED**, by and between the parties hereto, the **TOWN OF MILTON** will pay to the **VILLAGE OF BALLSTON SPA**, the sum of SIXTEEN THOUSAND and 00/100 DOLLARS (\$16,000.00) for the year 2022, so long as the pool facility is open to the public for its' normal hours of operation, and if not, said amount is forfeited or if already paid is to be paid back to the Town; said amount to be used for the swimming pool facility and to be paid in or before July, 2022; and it is further

**AGREED**, the **VILLAGE OF BALLSTON SPA** will not surcharge those residing in the Town of Milton and living outside the Village any additional charge for use of the pool; and it is further

**AGREED**, the **VILLAGE OF BALLSTON SPA** shall at all times have in place the appropriate insurance coverage, and agrees to name the **TOWN OF MILTON** as an additional insured under said policy.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date set forth next to their respective names.

TOWN OF MILTON

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

By: \_\_\_\_\_  
SCOTT OSTRANDER, TOWN SUPERVISOR

VILLAGE OF BALLSTON SPA

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

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

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, personally appeared **SCOTT OSTRANDER**, of the **TOWN OF MILTON**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, personally appeared \_\_\_\_\_, **Mayor** of the **VILLAGE OF BALLSTON SPA**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## CONTRACT

**THIS CONTRACT**, made this \_\_\_\_\_ day of January, 2022, by and between the **TOWN OF MILTON**, a municipal corporation with offices at 503 Geyser Road, Ballston Spa, New York, 12020, hereinafter referred to as the "**TOWN**" and 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**".

### WITNESSETH:

**WHEREAS**, the **VILLAGE OF BALLSTON SPA** is interested in and dedicated to the improvement and enrichment of the quality of life for the citizens of the Town of Milton, through the sponsorship of activities, such as *SWIMMING UNDER THE STARS* at the Village pool; and

**WHEREAS**, the **TOWN BOARD OF THE TOWN OF MILTON**, deems it to be in the best interest of the health and welfare of the community to have the activities and services provided by holding *SWIMMING UNDER THE STARS* available to its citizens; and

**WHEREAS**, the **VILLAGE OF BALLSTON SPA** provides the funds to support the operation of said *SWIMMING UNDER THE STARS*; and

**WHEREAS**, the **TOWN OF MILTON** feels this activity is important to the needs of the residents of the Town of Milton.

**NOW, THEREFORE IT IS AGREED**, the **VILLAGE OF BALLSTON SPA** specifically agrees as required by Section 109 of the New York General Municipal Law, that the **VILLAGE** is prohibited by law from assigning, transferring, conveying, subcontracting, or otherwise disposing of this **AGREEMENT**, or of **VILLAGE'S** right, title or interest therein without the previous consent in writing of the **TOWN**; and it is further

**AGREED**, this Agreement shall run from January 1, 2022, to December 31, 2022, a period of fifty-two (52) weeks. It is further agreed that it may be terminated by either party upon thirty (30) days' notice, with the amounts to be paid hereunder to be prorated accordingly, and it is further

**AGREED**, by and between the parties hereto, the **TOWN OF MILTON** will contribute the sum of **FIVE HUNDRED and 00/100 DOLLARS (\$500.00)** for the year 2022, towards the cost of conducting such activities associated with the *SWIMMING UNDER THE STARS*; and it is further

**AGREED**, that in the event the activity is cancelled or does not take place, then said funds shall be forfeited, and not paid by the Town to the Village, or if already paid, shall be refunded by the Village to the Town.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set next to their respective names.

TOWN OF MILTON

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

By: \_\_\_\_\_  
SCOTT OSTRANDER, TOWN SUPERVISOR

VILLAGE OF BALLSTON SPA

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

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

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, personally appeared **SCOTT OSTRANDER**, of the **TOWN OF MILTON**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, personally appeared \_\_\_\_\_, **Mayor** of the **VILLAGE OF BALLSTON SPA**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## CONTRACT

**THIS CONTRACT**, made this \_\_\_\_\_ day of January, 2022, by and between the **TOWN OF MILTON**, a municipal corporation with offices at 503 Geysler Road, Ballston Spa, New York, 12020, hereinafter referred to as the "**TOWN**" and 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**".

**WITNESSETH:**

**WHEREAS**, the **VILLAGE OF BALLSTON SPA** is interested in and dedicated to the improvement and enrichment of the quality of life for the citizens of the Town of Milton, through the sponsorship of activities such as the ***EASTER EGG HUNT AT THE COMMUNITY CENTER***; and

**WHEREAS**, the **TOWN BOARD OF THE TOWN OF MILTON**, deems it to be in the best interests of the health and welfare of the community to have the activities and services provided by holding an ***EASTER EGG HUNT AT THE COMMUNITY CENTER***; and

**WHEREAS**, the **TOWN OF MILTON** feels this event is important to the needs of the residents of the Town of Milton.

**NOW, THEREFORE, IT IS AGREED**, the **VILLAGE** specifically agrees as required by Section 109 of the New York General Municipal Law that the **VILLAGE** is prohibited by law from assigning, transferring, conveying, subcontracting, or otherwise disposing of this **AGREEMENT**, or of **VILLAGE'S** right, title or interest therein without the previous consent in writing of the **TOWN**; and it is further

**AGREED**, this Agreement shall run from January 1, 2022 to December 31, 2022, a period of fifty-two (52) weeks. It is further agreed that it may be terminated by either party upon thirty (30) days' notice, with the amounts to be paid hereunder to be prorated accordingly; and it is further

**AGREED**, by and between the parties hereto, the **TOWN OF MILTON** will contribute to the **VILLAGE OF BALLSTON SPA**, the sum of TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00) for the year 2022, toward the cost of conducting such activities associated with the ***EASTER EGG HUNT AT THE COMMUNITY CENTER***; and it is further

**AGREED**, that in the event the Easter Egg Hunt is cancelled or does not take place, then said funds shall be forfeited, and not paid by the Town to the Village, or if already paid, shall be refunded by the Village to the Town.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date set forth next to their respective names.

TOWN OF MILTON

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

By: \_\_\_\_\_  
SCOTT OSTRANDER, TOWN SUPERVISOR

VILLAGE OF BALLSTON SPA

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

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

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, personally appeared **SCOTT OSTRANDER** of the **TOWN OF MILTON**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, personally appeared \_\_\_\_\_, **Mayor** of the **VILLAGE OF BALLSTON SPA**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



## CONTRACT

**THIS CONTRACT**, made this \_\_\_\_\_ day of January, 2022, by and between the **TOWN OF MILTON**, a municipal corporation with offices at 503 Geysers Road, Ballston Spa, New York, 12020, hereinafter referred to as the "**TOWN**" and 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**".

**WITNESSETH:**

**WHEREAS**, the **VILLAGE OF BALLSTON SPA** is interested in and dedicated to the improvement and enrichment of the quality of life for the citizens of the Town of Milton, through the sponsorship of activities, such as *FALLING LEAVES FESTIVAL*; and

**WHEREAS**, the **TOWN BOARD OF THE TOWN OF MILTON**, deems it to be in the best interest of the health and welfare of the community to have the activities and services provided by holding *FALLING LEAVES FESTIVAL* available to its citizens; and

**WHEREAS**, the **VILLAGE OF BALLSTON SPA** provides the funds to support the operation of said *FALLING LEAVES FESTIVAL*; and

**WHEREAS**, the **TOWN OF MILTON** feels this activity is important to the needs of the residents of the Town of Milton.

**NOW, THEREFORE IT IS AGREED**, the **VILLAGE OF BALLSTON SPA** specifically agrees as required by Section 109 of the New York General Municipal Law, that the **VILLAGE** is prohibited by law from assigning, transferring, conveying, subcontracting, or otherwise disposing of this **AGREEMENT**, or of **VILLAGE'S** right, title or interest therein without the previous consent in writing of the **TOWN**; and it is further

**AGREED**, this Agreement shall run from January 1, 2022, to December 31, 2022, a period of fifty-two (52) weeks. It is further agreed that it may be terminated by either party upon thirty (30) days' notice, with the amounts to be paid hereunder to be prorated accordingly, and it is further

**AGREED**, by and between the parties hereto, the **TOWN OF MILTON** will contribute the sum of FIVE HUNDRED and 00/100 DOLLARS (\$500.00) for the year 2022, towards the cost of conducting such activities associated with the Festival; and it is further

**AGREED**, that in the event the Festival is cancelled or does not take place, then said funds shall be forfeited, and not paid by the Town to the Village, or if already paid, shall be refunded by the Village to the Town.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date set next to their respective names.

TOWN OF MILTON

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

By: \_\_\_\_\_  
SCOTT OSTRANDER, TOWN SUPERVISOR

VILLAGE OF BALLSTON SPA

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

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

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, personally appeared **SCOTT OSTRANDER**, of the **TOWN OF MILTON**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, personally appeared \_\_\_\_\_, **Mayor** of the **VILLAGE OF BALLSTON SPA**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



CONTRACT

2021

[Villageclerk@villageofballstonspa.org](mailto:Villageclerk@villageofballstonspa.org)

We are pleased to present our contract for your LGRMIF award.

Our resumes, client list and brochure are attached to this document, We ARE a New York Certified Women Owned Business.

From your request, we understand the following needs for your project.

As part of the project, consultant will supply an emailed written document that contains the following costs and explanations

1. Labor per hour with total for; inventory, stacking obsolete records, sorting, data base creation, data entry, boxing, labeling, placement on shelving and data entry of new record locations.
2. Cost for creation and documentation of record management Needs Assessment with 3-5-year plan
3. Cost for creation and documentation of record management Policy and Procedures Manual
4. Cost for one day staff training in policy and procedures.

We, two consultants, Kathy Sickler and Kerry Murphy, will bring our laptop computers to enter all information according to the NYS Archives worksheet guidelines onto an Excel data base that will be used, when completed, as the finding aid, and to document all future transfers and dispositions of your inactive records.

As part of the inventory procedures, we identify obsolete records and stack for Village removal and destruction. Obsolete record identifications will be entered onto the same data base. All inactive records will be sorted according to the MU-1 retention and disposition schedule into record series, boxed and labeled with record series title, date span, retention schedule number and destruction date (if applicable). It is expected that inactive boxed records from the first (main floor) will be transported to the second floor by Village Staff when the records are ready to be relocated into the newly established record room. Standard one cubic foot record storage cartons are to be supplied by the Village. All other requirements listed in #1 above – inventory, sorting, data base creation and entry, boxing, labeling and organization of shelving units with record placement are included as part of the inventory procedures.

Contract continued page 2

Cost of inventory: for approximate total of 1,748 cubic feet of records at rate of 1 cubic foot per hour, at rate of \$39 per hour will be \$68,172

2. Needs Assessment: It will take approximately 5 days to manipulate the data base, gather information, interview staff, create and document the Record Management Needs Assessment with a 3-5- year record management plan. Final document, after review and with input of the Village Clerk will be published as well as an electronic document provided. Cost for Needs Assessment/plan, at \$850 per day is \$4,250.

3. Policy and Procedures manual: To anchor the record management program we will interview staff, review recommendations provided in technical bulletins provided by NYS Archives, and create, document and publish a Policy and Procedures Manual that will include Mission Statement, authorities, and procedures. Forms will be created for future transfers and disposition of inactive records. This manual will, as the needs assessment does also, cover all records management policies and procedures for the Village and two fire companies included in your grant application. Cost to create – 5 days at \$850 is \$4,250.

4. Staff training: One day of staff training for Village, police, and two fire companies will be held at the Village Hall at conclusion of the project. Date will be chosen and mutually set Two sessions may be scheduled on the same day if needed. A Power Point presentation will be made and include handouts. Administrative use of the data base will be included. Cost for one day is \$850.

TOTAL COST FOR PROJECT

INVENTORY	\$68,172
NEEDS ASSESSMENT/PLAN	\$ 4,250
POLICY & PROCEDURES	
MANUAL	\$ 4,250
STAFF TRAINING	<u>\$ 850</u>
	\$77,522

Signatures below indicate agreement to above costs for grant cycle

\_\_\_\_\_  
Authorized signature Ballston Spa

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized signature K Sickler-Murphy

\_\_\_\_\_  
Date