



**Town Board  
Town of North Greenbush  
Agenda  
March 09, 2023  
7:00 p.m.**

**CALL TO ORDER  
PLEDGE OF ALLEGIANCE  
ROLL CALL**

**Supervisor Bott** \_\_\_\_\_  
**Councilwoman Hoffman** \_\_\_\_\_  
**Councilman Rogers** \_\_\_\_\_  
**Councilwoman Merola** \_\_\_\_\_  
**Councilman Gordon** \_\_\_\_\_

Also present at meeting:  
**Town Clerk, Janice Hannigan Kerwin**  
**Town Attorney, Fred Kirwin**

**Announcements:**

**Comments from Residents:**

**New Business:**

- 1.) **Resolution 2023-3-21:** In the matter of establishing an increase in town water user rate pursuant to an increase by the City of Troy for water purchased
- 2.) **Resolution 2023-3-22:** In the Matter of the Authorization of the execution of an “Out of District Water User Agreement” for Donald Ackerman and Jodi Connors Bermann, 37 Geiser Road, Wynantskill, New York 12198, with the Town of North Greenbush Consolidated Water District, formally known as Water District No.13
- 3.) **Resolution 2023-3-23:** In the matter of appointing summer staff for 2023 per budget



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4.) **Resolution 2023-3-24:** In the matter of an application for a variance

5.) **Resolution 2023-3-25:** In the matter of approving a waiver for William Miller

**Discussion:**

**Department Reports Review:**

**Approval of Minutes:**

February 9, 2023, meeting minutes

**Adjournment:**

At a Regular Meeting of  
the Town Board of the Town  
of North Greenbush held at 7:00  
p.m. on March 9, 2023 at the Town  
Offices

**IN THE MATTER OF ESTABLISHING AN INCREASE IN  
TOWN WATER USER RATES PURSUANT TO AN INCREASE  
BY THE CITY OF TROY FOR WATER PURCHASES**

*WHEREAS*, the Town of North Greenbush contracts with the City of Troy for the purchase of drinking water that is supplied to all properties that have municipal water service; and,

*WHEREAS*, in accordance with that contract the City of Troy provided notice to the Town of an 11 % rate increase on the sale of water to the Town beginning April 1, 2023; and,

*WHEREAS*, rate increase for an average sized family would amount to an estimated \$50 per year increase for water usage; and,

*NOW THEREFORE BE IT RESOLVED*, in accordance with Article X, Section 189-24 (A) of the Town Code, effective April 1, 2023 water rates for the Town of North Greenbush will be \$5.28 per one thousand gallons for all water users in the Town.

Councilman \_\_\_\_\_ moved, Councilman \_\_\_\_\_ seconded and the Town Board  
voted as follows:

- Councilwoman Hoffman \_\_\_\_\_
- Councilman Rogers \_\_\_\_\_
- Councilman Merola \_\_\_\_\_
- Councilwoman Gordon \_\_\_\_\_
- Supervisor Bott \_\_\_\_\_

At a Meeting of the Town Board  
of the Town of North Greenbush,  
held on March 09, 2023 at 7:00  
P.M.at the Town Offices

**In the Matter of the Authorization of the execution of an  
"Out of District Water User Agreement" for Donald Ackerman and Jodi Connors-  
Bermann, 37 Geiser Road, Wynantskill, New York 12198, with the Town of North  
Greenbush Consolidated Water District, formally known as Water District  
No.13**

**WHEREAS** that **Donald Ackerman and Jodi Connors-Bergmann**, are the owners of record of real property at **37 Geiser Road** in the Town of North Greenbush, New York; and

**WHEREAS** that the property located at **37 Geiser Road** is not located within any water district; and

**WHEREAS** there exists within the Town of North Greenbush a certain water district formally known as Water District No. 13; and

**WHEREAS** that such property does not have adequate water supply from an existing well and a connection to municipal water can be achieved at a reasonable expense to the property owners and the cost of a new well with unknown water supply and quality may be excessive; and

**WHEREAS** that the property owners desire to enter into an agreement with the Town of North Greenbush whereby they can be considered an "Out of District Water User" and be connected to The North Greenbush Consolidated Water District, formally known Water District No. 13; and

**WHEREAS** the Town Board has considered the situation and desires to make suitable and potable water available to these Town residents; and

**NOW THEREFORE, IT IS HEREBY RESOLVED BY THE TOWN BOARD OF THE TOWN OF NORTH GREENBUSH, RENSSELAER COUNTY, NEW YORK**, that the Town Supervisor is hereby authorized to enter into an agreement with **Donald Ackerman and Jodi Connors-Bergmann, 37 Geiser Road, Wynantskill, New York 12198** for the provision of municipal water to them from formally known Water District No. 13, which is now The Town of North Greenbush Consolidated Water District, upon terms and conditions as set forth in the attached "Out of District Water User Agreement"

**NOW, THEREFORE**, on motion of **Councilperson \_\_\_\_\_** seconded by **Councilperson \_\_\_\_\_**, all members present voting on roll call, which resulted as follows:

Joseph Bott III, Supervisor	_____
Kelly Hoffman, Councilwoman	_____
Jack Rogers, Councilman	_____
Jessica Merola, Councilwoman	_____
Jim Gordon, Councilman	_____

**RESOLUTION2023-3-22**

# Town of North Greenbush, New York Out Of District Water User Agreement

This Agreement is entered into between Town of North Greenbush, a municipal corporation of the State of New York, hereinafter referred to as the "Town", and

Donald Ackerman and Jodi Connors-Bergmann hereinafter referred to as the "Customer", Residing at 37 Geiser Rd, Wynantskill, New York 12198

## RECITALS

1. The Town operates and maintains a domestic water supply formally known as Water District No. 13. which is known as part of the Town of North Greenbush Consolidated Water District within its boundaries which can serve the property of the Customer; and
2. The customer's property is outside the jurisdictional limits of the Water District, and
3. Customer desires to install a water service lateral and appurtenances at its own cost to serve the Customer 's property; and
4. The water service lateral and appurtenances shall be owned and operated by the Customer; and
5. The Customer has requested the Town to allow a water service lateral and appurtenances to be constructed in accordance with the terms of this Agreement and the Town's Code.

## AGREEMENT

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party it is agreed as follows:

**1. Real Property Description.** The "Property" for which domestic water supply is requested and to which this Agreement applies, is in the Town of North Greenbush, and is legally described as follows:

Tax Map Parcel Number: 146.-2.11.1

Street Address: 37 Geiser Rd Wynantskill, New York 12198

By executing this Agreement, Customer represents and warrants that Customer is the owner of record of the above-described Property. If such representation of ownership is invalid, this Agreement shall be rescinded. Customer agrees that the Town may require Customer to furnish a title report for the Property at Customer's expense.

**2. Installation.** The customer shall retain the services of a fully insured and bonded contractor, who is acceptable to the Town, to install the water service lateral and appurtenances. The Customer shall obtain the written approval of the proposed

contractor from the Town prior to any installation work being performed. All costs associated with the installation shall be paid by the Customer.

**3. Customer Connection Fee.** At the time the Customer executes and delivers this signed Agreement to the Town, the Customer shall pay all associated charges as set forth in this Agreement, including any amendments thereto. The Customer Connection Fee presently required is as follows:

- A. One time tapping fee of \$500.00 per unit
- B. One time water permit and inspection fee of \$100.00 per unit
- C. One time purchase of a water meter and appurtenances of \$525.00

**4. Customer Water District Operation Service Fee.** At the time the Customer executes and delivers this signed Agreement to the Town, the Customer agrees to pay the Customer Water District Operation Service Fee per unit as set forth in this Agreement, including any amendments thereto. The Customer Water District Operation Service Fee required is as follows:

- A. Annual debt service fee for The Town of North Greenbush Consolidated Water District
- B. Annual operation and maintenance fee for The Town of North Greenbush Consolidated Water District
- C. Actual water usage charge per 1,000 gallons for The Town of North Greenbush Consolidated Water District

**5. Payment of Fees.** The Customer Connection Fee shall be paid to the Town, prior to the Town's execution of the Agreement, as the fee is for the Town's expenses in performing its obligations under this Agreement, including, but not limited to, all construction inspection, legal, billing and administrative expenses.

**6. Debt Service Fees.** The Customer Water District Operation Service Fee incurred by Customer under this Agreement shall be construed as charges against the Property. In the event of non-payment of the charges and fees by the Customer, as stated herein, the charges and fees shall constitute a lien against the Property and the Town may foreclose said lien in the manner authorized by law. The portion of the Customer Water District Operation Service Fee related to the annual debt service fee shall be paid in full for the year in which this Agreement is executed and shall not be pro-rated. This first-year annual debt service fee shall be paid at the time the Customer executes and delivers this signed Agreement to the Town. Subsequent annual debt service fees shall be billed annually with the Property's real property tax bill each January. Usage charges shall be billed in the same manner as district users are billed.

**7. Easements.** The Customer shall grant all Easements across the Property if necessary for the installation of the water main and water service lateral and appurtenances in a form acceptable to the Town. In the event an easement is required over property other than the Property described above, the Customer shall provide an easement, in a form acceptable to the Town, together with title report or other sufficient proof of ownership of such easement, to the Town prior to commencement of work. Customer shall obtain a written release from any property owner across whose property construction is performed pursuant to the grant of an easement, sufficient to indicate that the site restoration on the easement is satisfactory and complete.

8. **Permits.** The Customer shall be responsible for obtaining all necessary permits for the installation of the water service lateral and appurtenances. The Customer shall always be in compliance with the Town of North Greenbush Utilities Department's Water Code.

9. **Hold Harmless.** The Customer agrees to save and hold the Town its personnel and officials harmless from all costs, expenses, losses, and damages, including costs of defense, incurred because of any acts or omissions of the Town's personnel relating to the performance of this Agreement. The Town shall not be liable for any claims, liabilities, demands, or actions resulting from the failure of the water main and water service lateral and appurtenances installed unless such failure arises out of the negligent performance of this Agreement by the Town.

10. **Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons. The duty of the Town to provide services under the provisions of this Agreement is a duty owed to the public generally, and by entering into this Agreement the Town does not incur a special duty to the Customer.

11. **Arbitration.** The sole remedy for any dispute arising out of this Agreement shall be arbitration. All costs associated with the arbitration shall be shared equally by all parties.

12. **Assignment.** This Agreement shall not be assigned without the prior written approval of the Town and shall be binding upon the heirs, assigns, and successors in interest to the Customer.

13. **Governing Law.** The laws of the State of New York shall govern the interpretation and enforcement of this Agreement.

14. **Future Water District Establishment.** If subsequent to the date of this Agreement, the Town establishes a water district located within the jurisdictional limits of the Customer's property, then this Agreement shall become null and void and the Customer shall agree to pay the related charges the water district that is within the jurisdictional limits of the Customer's property.

15. **Effective Term.** This agreement shall become effective upon the execution by both the Customer and the Town.

16. **Binding Contract.** I understand that executing this Agreement is a binding contract.

\_\_\_\_\_  
Signature of Property Owner      Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Signature of Property Owner      Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Signature of Town Supervisor:      Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

At a Meeting of  
the Town Board of  
North Greenbush  
held at 7:00 p.m. on  
March 9, 2023 at the  
Town Offices

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IN THE MATTER OF APPOINTING SUMMER  
STAFF FOR 2023

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**BE IT RESOLVED**, the Town Board of the Town of North Greenbush does hereby appoint summer staff to the positions and payment per budget according to the attached list.

Councilman \_\_\_\_\_ moved, Councilman \_\_\_\_\_ seconded and  
the Town Board voted as follows:

Supervisor Bott  
Councilwoman Hoffman  
Councilman Rogers  
Councilwoman Merola  
Councilman Gordon

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Resolution 2023-3-23**



## 2023 SUMMER STAFF APPOINTMENT LIST

<u>TITLE</u>	<u>NAME</u>
1.) Waterfront Director	Paul Moore
2.) Activities Coordinator	McKenzie Miner
3.) Camp Director	Sean Robert

At a Regular Meeting of  
the Town Board of the  
Town of North Greenbush  
Held at 7:00 p.m. on March  
9, 2023 at the Town Offices

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IN THE MATTER OF AN  
APPLICATION FOR A VARIANCE

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**WHEREAS** Main Stream LLC (Thomas & Cynthia Dingley) have filed an application for a variance from North Greenbush Local Law #2 of 2022 in connection with a proposed project at 128-130 Main Avenue, Wynantskill, New York.

**NOW, THEREFORE BE IT RESOLVED** that the said application is hereby referred to the Town Planning Board for recommendation pursuant to section 4 of Local Law # 2 of 2022.

Councilperson \_\_\_\_\_ moved, Councilperson \_\_\_\_\_ seconded and  
The Town Board voted as follows:

Supervisor Bott \_\_\_\_\_  
Councilwoman Hoffman \_\_\_\_\_  
Councilman Rogers \_\_\_\_\_  
Councilwoman Merola \_\_\_\_\_  
Councilman Gordon \_\_\_\_\_

**RESOLUTION 2023-3-24**

At a Regular Meeting of  
the Town Board of the  
Town of North Greenbush  
Held at 7:00 p.m. on March  
9, 2023 at the Town Offices

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IN THE MATTER OF APPROVING A  
WAIVER FOR WILLIAM MILLER

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**WHEREAS** Supervisor Bott wishes to submit a request to the New York State Civil Service Commission in connection with William Miller's position of Fire Marshal/ Department Head, and

**WHEREAS** Civil Service Commission policy requires that a submission for approval be accompanied by Town Board authorization,

**NOW, THEREFORE BE IT RESOLVED**, that North Greenbush Town Board hereby authorizes and ratifies the Section 211 waiver heretofore submitted to the State Civil Service Commission and Signed March 9, 2023.

Councilperson \_\_\_\_\_ moved, Councilperson \_\_\_\_\_ seconded and  
The Town Board voted as follows:

Supervisor Bott	_____
Councilwoman Hoffman	_____
Councilman Rogers	_____
Councilwoman Merola	_____
Councilman Gordon	_____

**RESOLUTION 2023-3-25**