

**VILLAGE OF HOOSICK FALLS
REGULAR MEETING**

May 10, 2023

**RESOLUTION AUTHORIZING AGREEMENT BY AND BETWEEN THE VILLAGE OF
HOOSICK FALLS AND SAINT-GOBAIN PERFORMANCE PLASTICS
CORPORATION AND HONEYWELL INTERNATIONAL, INC.**

WHEREAS, as a result of the use, discharge, release and disposal of materials containing perfluorooctanoic acid (“PFOA”) and other synthetic chemicals referred to as polyfluoroalkyl compounds (“PFCs”) by Saint-Gobain Performance Plastics Corporation (“SGPP”) and Honeywell International Inc. (“Honeywell”), PFOA and other PFCs have been released into the environment in and around the vicinity of the Village of Hoosick Falls (the “Village”); and

WHEREAS, such use, discharge, release, and disposal of PFOA and other PFCs has resulted in the presence of PFOA and other PFCs in the Village water supply system; and

WHEREAS, the Village has suffered and incurred, and will continue to suffer and incur, certain damages as a result of such PFOA and PFC contamination; and

WHEREAS, the Village, through its elected officials and retained legal counsel, have duly attempted to resolve legal issues pertaining to such PFOA and PFC contamination as described herein with representatives of SGPP and Honeywell; and

WHEREAS, such efforts by the Village have not been successful in resolving all legal issues pertaining to the above-described contamination in and around the Village of Hoosick Falls; and

WHEREAS, the Village has sought to have SGPP and Honeywell pay the Village for reimbursement of certain expenses and lost revenue previously incurred by the Village as a result of the contamination of the Village’s water supply System, and has previously made demand therefor; and

WHEREAS, SGPP and Honeywell collectively have previously paid to the Village the sum of \$1,150,882.65 for certain expenses previously incurred by the Village and to be incurred by the Village in connection with the day-to-day routine operation of the granular activated carbon (“GAC”) system and routine preventative maintenance of the Village water supply System through fiscal year 2023-2024; and

WHEREAS, such prior payments by SGPP and Honeywell to the Village were made with the acknowledgment by SGPP and Honeywell that the Village would not provide any general release to such companies for such payments, that the acceptance of such payments was not in satisfaction of all amounts claimed by the Village to be due and owing from SGPP and/or Honeywell, and that the Village retained all rights and claims that the Village may have relative to future expenses not reimbursed by SGPP and/or Honeywell, and further that the Village retained all rights and claims for all other damages incurred by the Village of Hoosick Falls with regard to the above-described contamination; and

WHEREAS, the Village of Hoosick Falls acknowledged that SGPP and Honeywell likewise reserved all rights with respect to all claims by the Village for expenses, and other damages not included in the payments to the Village of Hoosick Falls as described herein; and

WHEREAS, the Village continues to deem SGPP and Honeywell responsible for additional damages in excess of such prior expenses paid by SGPP and Honeywell, and retains the legal right to pursue recovery of such additional damages from SGPP and Honeywell; and

WHEREAS, resulting from the contamination of the Village water supply as hereinabove described, the New York State Department of Environmental Conservation (“DEC”), under its jurisdiction pursuant to Article 27, Title 13 of the New York Environmental Conservation Law, has designated the Village’s “existing contaminated municipal water supply” as Operable Unit 2 (“OU-02”); and

WHEREAS, on December 3, 2021, DEC issued a Record Of Decision (“ROD”) for OU-02 in which it determined that the remedy to address the “existing contaminated municipal water supply” will consist of the following elements:

- a) Development of two new groundwater supply wells consisting of existing test wells located south of the Village which will be converted to production wells.
- b) Provide required redundancy by maintaining the existing Village supply well, referred to as “Well 7”, in order to provide a water source in the event of an outage or deficiency in supply from the new production wells.
- c) Construction of a water transmission line from the two new groundwater supply wells to the Village Water Treatment Plant via existing public rights-of-way or by rights-of-way and easements to be acquired.
- d) Continued operation and maintenance of the public water supply treatment plant for removal of naturally occurring elements, disinfection and distribution to meet applicable water supply requirements.
- e) Continued operation and maintenance of the GAC system to insure that PFOA contamination is not present in the finished water in the Village water supply system; and

WHEREAS, the new groundwater supply wells and other associated hardware required by the ROD (including but not limited to pumps, power connections/sources, meters) and the construction of the new waterline will all constitute improvements to the Village water supply system infrastructure (the “Improvements”); and

WHEREAS, it is intended that the Village will be responsible for the operation and maintenance of the Improvements and the GAC system following completion of construction by SGPP and Honeywell of such Improvements and transfer such ownership of such Improvements to the Village, as the Improvements and GAC system will become integrated into the Village public water supply system; and

WHEREAS, SGPP, Honeywell, and the Village seek to enter into an agreement to define the obligations and responsibilities of each party regarding the design and construction of the Improvements, the dedication of the Improvements and the GAC system to the Village, and to

establish a protocol for reasonably determining the costs for the Village's operation and maintenance of the Improvements and the GAC system in future years; and

WHEREAS, an agreement has been proposed for the obligations and responsibilities as described hereinabove in the form and content as set forth in "Exhibit A" attached to this Resolution; and

WHEREAS, the Board of Trustees has reviewed and duly deliberated on the proposed agreement as described hereinabove, and seeks to approve such agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Hoosick Falls in regular session duly convened as follows:

1. The Board of Trustees of the Village of Hoosick Falls hereby approves the agreement in the form and content as set forth in "Exhibit A" attached to this Resolution, and further hereby authorizes the Mayor to execute such agreement on behalf of the Village of Hoosick Falls.

The foregoing Resolution, offered by _____ and seconded by _____, was duly put to a roll call vote as follows:

TRUSTEE DANIEL SCHUTTIG	VOTING _____
TRUSTEE KEVIN O'MALLEY	VOTING _____
TRUSTEE DEB ALTER	VOTING _____
TRUSTEE ROBERT DECKER	VOTING _____
TRUSTEE DOUG SAUER	VOTING _____
MAYOR ROBERT ALLEN	VOTING _____
DEPUTY MAYOR ROBERT RYAN	VOTING _____

May10, 2023