

**VILLAGE OF HOOSICK FALLS
SPECIAL MEETING**

February 27, 2018

**RESOLUTION AUTHORIZING ACCEPTANCE OF FUNDS WITH FULL
RESERVATION OF RIGHTS**

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

WHEREAS, such use, discharge, release, and disposal of PFOA, other PFCs, and VOCs by SGPP and/or Honeywell has resulted in the presence of PFOA, PFCs, and/or VOCs in soil and/or groundwater in areas within and adjacent to the Village of Hoosick Falls; and

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

WHEREAS, the Village of Hoosick Falls, through its elected officials and retained legal counsel, have duly attempted to resolve legal issues pertaining to such PFOA, PFC, and VOC 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 nonetheless 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 above-described contamination, and has made demand therefor; and

WHEREAS, such Village demand, totaling \$707,392.62, included expenses and lost revenue covering Village personnel costs; fuel, electricity, and other direct expenses; engineers and certain legal services; and lost water and sewer revenue related to the above-described contamination; and

WHEREAS, in response to such Village demand, SGPP and Honeywell have collectively agreed to pay to the Village of Hoosick Falls the sum of \$330,251.48 for certain expenses previously incurred by the Village, including certain direct expenses and engineering costs, but specifically excluding from such payment any lost water or sewer revenue, any costs for legal services, and certain Village personnel costs; and

WHEREAS, such offer by SGPP and Honeywell to make such payment to the Village of Hoosick Falls is made with the acknowledgment by SGPP and Honeywell that the Village will not provide any release to such companies for such payment, and that the Village retains all rights and claims that the Village may have relative to expenses and lost revenue not being reimbursed by SGPP and/or Honeywell herein, and that the Village retains 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 acknowledges that SGPP and Honeywell likewise reserve all rights with respect to all claims by the Village for expenses, lost revenue and other damages not included in the proposed payment to the Village of Hoosick Falls as described herein; and

WHEREAS, all prior Village expenses and lost revenue that SGPP and Honeywell have refused payment remain due and owing from SGPP and Honeywell to the Village, and the Village retains the legal right to pursue recovery of all such prior expenses and lost revenue from SGPP and Honeywell; and

WHEREAS, the Village deems SGPP and Honeywell responsible for additional damages in excess of such prior expenses and lost revenue, and retains the legal right to pursue recovery of such additional damages from SGPP and Honeywell; and

WHEREAS, the Board of Trustees of the Village of Hoosick Falls hereby determines that it is in the overall public interest and beneficial to the welfare of the Village of Hoosick Falls to accept the offer by SGPP and Honeywell to pay to the Village the sum of \$330,251.48 with the Village retaining all legal rights relative to all costs, lost revenue, and other damages incurred and to be incurred by the Village with respect to the above-described contamination, with neither SGPP nor Honeywell requesting any release of any legal claims the Village may have and the Village not providing any such release for such payment;

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

1. The Board of Trustees of the Village of Hoosick Falls hereby accepts the offer of SGPP and Honeywell to collectively pay to the Village of Hoosick Falls the sum of \$330,251.48 for certain prior expenses incurred by the Village of Hoosick Falls in connection with PFOA, PFC, and VOC contamination in and around the Village of Hoosick Falls, upon the express condition that the Village of Hoosick Falls retains all legal rights against SGPP and Honeywell relative to all costs, lost revenue, and other damages incurred and to be incurred by the Village of Hoosick Falls which are not hereby being paid by SGPP and Honeywell, and further upon the express condition that the Village of Hoosick Falls is not hereby providing any release of any nature to SGPP or Honeywell in exchange for such payment.

2. It is expressly acknowledged that the Village of Hoosick Falls, SGPP, and Honeywell have reserved all rights with respect to all claims for all costs, lost revenue, and other damages incurred and to be incurred by the Village of Hoosick Falls related to PFOA, PFC, and VOC contamination in and around the Village of Hoosick Falls which are not hereby being paid by SGPP and Honeywell, and that such payment by SGPP and Honeywell to the Village of Hoosick Falls as described herein shall not in any way be construed as a release of any such claims by the Village of Hoosick Falls nor a waiver, extinguishment or modification of any right to contest or challenge such claims by SGPP or Honeywell.

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

TRUSTEE ROBERT DOWNING	VOTING _____
TRUSTEE KEVIN O'MALLEY	VOTING _____
TRUSTEE BEN PATTEN	VOTING _____
TRUSTEE KAREN SPRAGUE	VOTING _____
TRUSTEE BRIAN W. BUSHNER	VOTING _____
MAYOR ROBERT ALLEN	VOTING _____
DEPUTY MAYOR ROBERT RYAN	VOTING _____

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