

**VILLAGE OF HOOSICK FALLS  
SPECIAL MEETING**

**MAY 31, 2022**

**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”) 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; 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 of Hoosick Falls water supply system; 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 and PFC 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 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 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 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 of Hoosick Falls the sum of \$996,801.96 for certain expenses previously incurred by the Village; and

**WHEREAS**, the prior payments by SGPP and Honeywell to the Village of Hoosick Falls 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**, the New York State Department of Environmental Conservation approved in April 2019 a Protocol Work Plan for the granular activated carbon (“GAC”) system on the Village water supply system, pursuant to which the Village performs routine day-to-day operation and maintenance of the GAC system, and SGPP and Honeywell are obligated to reimburse the Village for the costs it incurs in connection with such routine operation and maintenance; and

**WHEREAS**, the Village has incurred costs and will incur future costs associated with routine, day-to-day operation of the GAC system performed by the Village at the Village water supply system; and

**WHEREAS**, SGPP and Honeywell have agreed to make a further payment of \$154,080.69 for the costs to be incurred by the Village in connection with the day-to-day routine operation of the GAC system and routine preventative maintenance for Village of Hoosick Falls fiscal years 2022-2023 and 2023-2024; and

**WHEREAS**, SGPP and Honeywell and the Village agree that such costs described in the preceding recital clause does not include, and SGPP and Honeywell will separately fund, non-routine sampling of the GAC system and non-routine repairs to the system due to equipment malfunctions, required modifications to the system approved and incorporated into the GAC Protocol Work Plan, and carbon change-outs; 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 \$154,080.69 for costs to be incurred in fiscal years 2022-2023 and 2023-2024 as described hereinabove, and with the Village retaining all legal rights relative to all costs incurred after fiscal year 2023-2024, all costs for non-routine of sampling of the GAC system and non-routine repairs to the system due to equipment malfunctions, required modifications to the system approved and incorporated into the GAC Protocol Work Plan, carbon change-outs, 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; and

**WHEREAS**, a payment agreement has been proposed for the payments as described hereinabove in the form and content as set forth in “Exhibit A” attached to this Resolution; and

**WHEREAS**, the Village Board of Trustees has reviewed and duly deliberated on the proposed payment agreement with respect to the payments as described hereinabove, and seeks to approve such agreement;

**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 approves the payment 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:

<b>TRUSTEE DANIEL SCHUTTIG</b>	<b>VOTING</b> _____
<b>TRUSTEE KEVIN O'MALLEY</b>	<b>VOTING</b> _____
<b>TRUSTEE DEB ALTER</b>	<b>VOTING</b> _____
<b>TRUSTEE ROBERT DECKER</b>	<b>VOTING</b> _____
<b>TRUSTEE MEGAN WALRAED</b>	<b>VOTING</b> _____
<b>MAYOR ROBERT ALLEN</b>	<b>VOTING</b> _____
<b>DEPUTY MAYOR ROBERT RYAN</b>	<b>VOTING</b> _____

May 31, 2022