

The regular meeting of the Board of Trustees was held on 5/9/16 at 6:00 p.m. in the Council Room of Village Hall.

Present: Mayor John Barton
Trustee Thomas VanAernem
Trustee Robert Cook
Trustee James Gallagher, Jr.
Trustee Joelle Timms
Attorney William Nikas

The Mayor opened the meeting to Public Comment.

Norman Ramsey of Fort Edward – has an issue with his mother’s apartment at 8 Pearl Street, Apartment 2. Mr. Ramsey has spoken to Code Enforcement. His mother’s landlord gave his 78 year old mother an apartment and one of the rooms in the apartment has been blocked off (a board has been placed across the door so the room cannot be accessed). This has been ongoing for about ten years. The Mayor advised that he will look into the matter. Mr. Ramsey would like to have a written response sent to his post office box.

Attorney Nikas outlined the status of the purchase of the former Courthouse. The Option Agreement with Mr. & Mrs. Dunnigan has a June 1st deadline. An application for the Carrie Woerner Grant was filed and we learned that the process takes far longer than the June 1st deadline. The Village asked the Dunnigan’s to consider extending the time and they agreed to extend the time to April 15, 2018 with the condition that the title of the property be transferred to either the Village or to a non-profit charitable corporation. In addition, whoever takes title, in consideration of the two (2) year time frame, would pay the overhead (utilities and insurance). The Village does not want to obligate taxpayer money so a non-profit charitable corporation was created, using the name “Phoenix Rising – Project Hudson Falls, Inc.”. The Dunnigans have transferred title to the corporation, we now need a new Option Agreement where Phoenix Rising gives the Village the time until April 15, 2018 to exercise the Option. The purchase price in the option will be \$250,000. It was originally \$300,000 but \$50,000 has been allocated to the restaurant equipment because we learned in the grant application process that an appraisal is required. They do not consider the restaurant equipment in that appraisal. So the purchase price in the Option Agreement before the Board is for the real property in the amount of \$250,000. In the meantime Phoenix Rising will undergo a campaign to solicit contributions for the other \$50,000. By April 15, 2018 the hope is to have the necessary money in place, the grant approved and ready to fund and at that point the Village would decide whether they wish to take title to the property. The resolution before the Board essentially outlines the above information, authorizes the Mayor to sign the Option Agreement with Phoenix Rising and authorizes the Village to submit a new application to the Ways and Means Committee, NYS Assembly.

The Mayor feels this is a very good opportunity for the Village – eliminates the need to rush into the purchase, creates more time to put all the pieces in place and still saves an important Village property.

Village Attorney noted that the Dunnigans have been extremely generous. They want to see the Village do with the property what they were unable to accomplish. Attorney Nikas advised that in order to accommodate the situation and create a non-profit Trustee Cook, Trustee Timms and himself agreed to be the initial directors of the non-profit corporation and to serve at no compensation. They are in the process now of soliciting additional directors and feel that a field of nine (9) directors will be sufficient.

RESOLUTION

**Authorizing the Mayor of the Village of Hudson Falls to execute
And deliver an option to purchase the former Washington County Courthouse and
Its adjacent Annex Building and parking lots, (the “Courthouse properties”)**

Upon motion made by Trustee Cook, seconded by Trustee Timms and carried

WHEREAS, the Village had previously entered into an option agreement with Courthouse Square LLC for the purchase of the Courthouse properties, which option expires on June 1, 2016; and

WHEREAS, in order to purchase the Courthouse properties without expending taxpayer dollars, the Village needed to receive grants or donations for the purchase price; and

WHEREAS, Assemblyperson Carrier Woerner has promised the Village a grant of \$250,000 to be used for the purchase of the Courthouse properties and for space to establish a youth center in the adjoining Annex building; and

WHEREAS, the finalization of said grant and the receipt of the necessary funds cannot be accomplished by the option expiration date; and

WHEREAS, in view of the above, the Village Board has asked the owners of the Courthouse properties to consider revising the terms of the option in order to accommodate the Village Board's desire to see a restoration and a community use and benefit of the Courthouse properties; and

WHEREAS, Mr. and Mrs. George Dunnigan of Courthouse Square LLC have agreed to revise the terms of the option to extend it for a period ending on April 15, 2018 on the condition that title to the Courthouse properties be transferred immediately and that the title holder be responsible for all carrying charges during the option period; and

WHEREAS, Courthouse Square LLC has further agreed to reduce the purchase price of the real property to \$250,000; and

WHEREAS, Courthouse Square LLC has further agreed to allow a non-profit charitable corporation to take title to the Courthouse properties until the Village Board can finalize the Carrie Woerner grant; and

WHEREAS, Village Trustees Robert Cook and Joelle Timms, and, Village Attorney William Nikas, have agreed to be the initial directors of a newly-created non-profit charitable corporation, named Phoenix Rising – Project Hudson Falls, Inc. ("Phoenix Rising"), to serve without compensation; and

WHEREAS, Phoenix Rising has been created to take title to the Courthouse properties and to manage and maintain same during the option period until the Village Board can acquire the necessary grant funds to finalize the purchase; and

WHEREAS, Phoenix Rising has also agreed to embark upon a campaign to solicit charitable donations, not only for the purpose of finalizing the purchase, but also to fund the costs of acquiring the restaurant equipment located in the Courthouse and to pay for the costs of building restoration and management of the facilities comprising the Courthouse properties; and

WHEREAS, Phoenix Rising, upon acquiring title of the Courthouse properties from Courthouse Square LLC, will execute the option agreement with the Village of Hudson Falls; and

WHEREAS, upon the receipt of the Carrie Woerner grant, the Village of Hudson Falls will be entitled to exercise the option and obtain sole title to the Courthouse properties.

NOW, THEREFORE BE IT

RESOLVED, that the Village Board has determined that the option agreement does not require purchase of the Courthouse properties or the taking of any action that will have any adverse impacts on the environment. Accordingly, execution of the proposed option agreement is hereby classified as a Type II action requiring no agency review under SEQR; and be it further

RESOLVED, that the Village Board finds that acquisition, control and restoration of the Courthouse properties are in the best interest of our community and present opportunities to enhance the quality of life of residents of the Village of Hudson Falls, including the following:

- (1) remediation of the exterior of the Courthouse, which has become an eyesore, will contribute to the beautification of our downtown area;

- (2) repurposing of the Courthouse for use as a community center will create a destination site for residents and visitors to our community;
- (3) restoration of the Courthouse will constitute an important upgrading of our Historic District;
- (4) utilization of the adjoining Annex building as a youth and family center will offer much needed services to our local youth;
- (5) acquisition of the two parking lots will help alleviate some of the parking needs of our downtown; and
- (6) the potential success of this project will hopefully increase the interest and support of our entire community in the revitalization of Hudson Falls; and be it further

RESOLVED, that Mayor John Barton is hereby authorized to execute and deliver to Phoenix Rising – Project Hudson Falls, Inc. the option agreement annexed hereto; and be it further

RESOLVED, that Mayor John Barton is hereby authorized to execute and deliver to the NYS Ways and Means Committee an application to process the \$250,000 grant awarded by NYS Assemblyperson Carrier Woerner for the acquisition of the Courthouse properties.

Trustee Cook commended Mr. and Mrs. Dunnigan on their generosity and patience in helping to make the project a reality. The Village wasn't the only one interested in purchasing the Courthouse building. The Dunnigans had an opportunity to take the money and run but didn't. Instead they want the Courthouse in the hands of responsible owners who will rehabilitate it and make it the landmark building it is and a source of pride for the community. He again thanked the Dunnigans for their generosity and noted that it speaks well of their commitment to our community.

Attorney Nikas reported that he has prepared for the Village Board the Home Rule Request to each the New York State Senate and Assembly to authorize the Village to discontinue the use of Paris Park as a park. We have been going through this process for almost a year.

Upon motion made by Trustee VanAernem, seconded by Trustee Gallagher and carried it is

RESOLVED, that the Village Board of Trustees of the Village of Hudson Falls authorize the submission of the Home Rule Request to the New York State Senate and Assembly pursuant to Article IX of the Constitution, requesting the enactment of Senate Bill 7352/Assembly Bill 9917 approving the Alienation of the Municipal Parkland Known as "Paris Park" and Converting Same to Municipal Parking.

Attorney Nikas reported that an Intermunicipal Agreement Providing Cooperative Code Enforcement Services between the County of Washington and the Village of Hudson Falls was prepared by Attorney Jeff Meyer. . There may be some very minor administrative changes to the agreement but the County is expected to vote and adopt.

Upon motion made by Trustee VanAernem, seconded by Trustee Cook and carried it is

RESOLVED, that the Mayor be authorized to execute the Intermunicipal Agreement Providing Cooperative Code Enforcement Services between the County of Washington and the Village of Hudson Falls contingent upon the Village Attorney's approval of any minor revisions made by the parties.

Trustee Cook noted that this is not an elimination of Code Enforcement. The County will be taking on any new building permits and fire/safety inspections. Code Enforcement Officer Cortese reported that the Village will initially see all of the building permit applications to review for local codes – allowed use, setbacks, etc. The permit application will then be forwarded to the County; the County will then proceed with the actual building process (inspections, etc.); when the job is completed the Village will be involved to be sure the local code is completed in accordance with the initial building permit application. The Village will still be handling all local permits – fences, sidewalks, driveways, etc.... Complaints, quality of life, planning and zoning issues will be handled by the Village. The Village is still heavily involved in code enforcement. The Mayor and Trustee Cook advised that the goal is to free up more of our Code Enforcement Officers time to address and focus on the quality of life issues in our community. Code Enforcement Officer Cortese advised that there won't be a noticeable difference in the first six months because of all the many newly issued spring building permits he is required to see through.

The Mayor reported that the board has considered the request of Sharon Lowell, 10 East LeClaire Street – removal of tree. Attorney Nikas advised that Mrs. Lowell has provided the necessary insurance certificates and has a reputable firm to remove the tree and she understands it is at her cost.

Upon motion made by Trustee Cook, seconded by Trustee Timms and carried it is

RESOLVED, that approval be granted to Sharon Lowell to remove the Village tree at 10 East LeClaire Street at her cost by a reputable tree removal service who has provided the necessary insurance certificate to the Village of Hudson Falls.

Upon motion made by Trustee VanAernem, seconded by Trustee Gallagher and carried the minutes of the annual meeting and public hearing of 4/4/16 were approved as read.

**Resolution Designating an
Environmental Review Certifying Officer**

Upon motion made by Trustee VanAernem, seconded by Trustee Cook, and carried

WHEREAS, the Village of Hudson Falls has been awarded a grant from the Office of Community Renewal (OCR) re CDBG 559PW65-15 to replace water mains and private water laterals in a low/moderate income neighborhood; and,

WHEREAS, as a grant recipient the Village is required to undertake and complete an environmental review process for the project; and,

WHEREAS, the Office of Community Renewal requires that the Village designate an Environmental Review Certifying Officer; and,

NOW THEREFORE BE IT RESOLVED THAT, the Village Board hereby designates Ellen Brayman as the Village's Certifying Officer, and authorizes the Mayor to inform OCR of such designation.

**RESOLUTION
Determination that the Village of Hudson Falls Neighborhood Water Main Replacement Program is a Type
II Action under SEQR Regulations.**

Upon motion made by Trustee VanAernem, seconded by Trustee Cook and carried

WHEREAS, the Village of Hudson Falls has received a grant from the NYS Office of Community Renewal (CDBG 559PW65-15) to assist (1) in the replacement of deteriorated water mains on John Street, Elizabeth Street, and Poplar Street, and (2) with the replacement of a limited number of private water laterals; and

WHEREAS, the grant award requires that the Village meet applicable requirements for a review of the project under SEQR; and

WHEREAS, the project is considered to be a Type II action under Section 617.5 (c)(2) of the SEQR regulations and is therefore not subject to review under the SEQR regulations; and

NOW THEREFORE BE IT RESOLVED; that the Hudson Falls Village Board hereby determines that the replacement of water mains and private water laterals within the Village is a Type II action under SEQR regulations, and therefore is not an action subject to review under SEQR.

**RESOLUTION
Authorizing the Mayor of the Village of Hudson Falls to Execute
A Contract for Professional Services By and Between
The Village of Hudson Falls and CHAZEN COMPANIES**

Upon motion made by Trustee Timms, seconded by Trustee Cook and carried

WHEREAS, the Village of Hudson Falls has been awarded a grant through the New York State Office of Community Renewal's (OCR) 2015 Community Development Block Grant Program (CDBG) Project No.. 559PW65-15 to undertake a neighborhood water infrastructure improvement program; and,

WHEREAS, the Village of Hudson Falls has solicited proposals from qualified engineering firms to provide design services; and,

WHEREAS, the Village of Hudson Falls has reviewed and evaluated consultant qualifications and services in accordance with the RFP selection process and criteria, and determined that the proposed services and costs are reasonable and necessary; and,

WHEREAS, the Village of Hudson Falls desires to engage Chazen Companies to provide engineering, design and construction management services, consistent with their proposal dated 4/24/16 ; and,

NOW THEREFORE, the Board authorizes the Mayor to enter into engineering services agreement with Chazen Companies.

Upon motion made by Trustee Gallagher, seconded by Trustee VanAernem and carried it is

RESOLVED, that authorization be granted to the Hudson Falls Fire Council to submit a grant application to New York State ENCON for high band radios. This is a 50/50 match funds grant program. The application deadline is 5/31/16.

Upon motion made by Trustee Timms, seconded by Trustee VanAernem it is

RESOLVED, that it is with sadness the Board accept the resignation of long time historian Paul Loding.

Upon motion made by Trustee Gallagher, seconded by Trustee Cook and carried it is

RESOLVED, that Shut-off Notices be sent out to the attached delinquent out-of- district water customers.

Upon motion made by Trustee Horrigan, seconded by Trustee Gallagher and carried the following budget appropriations be approved:

	<u>Debit</u>	<u>Credit</u>
A-1990.4 Contingency	\$5,400.00	
A1420.4 Law		\$5300.00
A-5680.4 Joint Bus Transportation		\$ 100.00
A-8170.1 Street Cleaning	\$20,000.00	
A-7140.1 Village Parks		\$20,000.00
A-8560.1 Shade Trees	\$ 1,000.00	
A-8560.4 Shade Trees		\$ 1,000.00
F-8310.4 Water Admin.	\$ 1,750.00	
F-1420.4 Law		\$ 1,750.00

Upon motion made by Trustee VanAernem, seconded by Trustee Cook and carried, the following monthly reports were approved as read: Police Department, submitted by Chief Diamond; Justice Court submitted by Justice Matthew Mabb; Code Enforcement submitted by Francis Cortese; and Fire Department, submitted by Chief Michael Fitzgerald.

Upon motion made by Trustee Cook, seconded by Trustee Gallagher and carried the following abstracts were audited and ordered for payment:

General Fund	Check Nos.	29952 - 30031
Drug Fund	Check No.	1314
Water Fund	Check Nos.	5552 - 5556
Brownfield Opportunity Grant	Check No.	105
NYS Main Street Grant	Check Nos.	1021 - 1024
Trust Fund	Check Nos.	6660 - 6683
Payroll Fund	Check Nos.	29167 - 29209

The Mayor thanked the Village DPW and Girard Landscaping for their efforts at Juckett Park. The Mayor noted he has never received so many comments about how nice the park looks. It looks fantastic with the lawn, the flowers and all of the improvements that have been made.

The Mayor noted his regret in the resignation of Paul Loding as Village Historian due to illness. Paul did a lot for the Village and knows more about the history of the Village than anyone in the Village. The Mayor appreciates all of Paul's efforts and endeavors over his many years of service.

A discussion ensued with regards to filling the position of Historian. Mayor Barton will be discussing this with Supervisor Hogan.

Trustee Cook reminded the public that the first Sandy Hill Farmers Market will take place Sunday, June 5th from 9 a.m. to 1 p.m. in Juckett Park. Trustee Timms reported there are lots of new vendors this year.

The Mayor opened the meeting to Public Comment.

Dr. Potvin, 50 Pearl Street inquired as to who will be paying for the taxes and the maintenance costs at the former courthouse. Attorney Nikas advised that Phoenix Rising will be responsible for those costs.

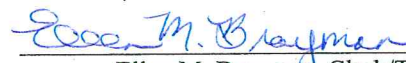
A special meeting will be held on May 31, 2016 at a time to be determined to pay the year-end vouchers and to award the bids for the Cherry Street Neighborhood Waterline Replacement Project.

Please note that the 2015 Annual Water Report is available for review on the Village's website at www.villageofhudsonfalls.com. Copies are available at the Village Clerk's Office.

Upon motion made by Trustee Cook, seconded by Trustee Timms and carried the Board entered into Executive Session for the purpose of discussing the current contract negotiations.

Upon motion made by Trustee Gallagher, seconded by Trustee Cook and carried executive session was closed and the regular meeting continued.

Upon motion made by Trustee Cook, seconded by Trustee VanAernem and there being no further business to come before the Board the meeting was adjourned at 7:20 p.m.



Ellen M. Brayman, Clerk/Treasurer

OPTION AGREEMENT

THIS OPTION AGREEMENT, made this 9th day of May, 2016 by and between Phoenix Rising - Project Hudson Falls, Inc., a NYS Not-For-Profit Corporation with its principal office at 116 Oak Street, Hudson Falls, New York 12839, hereinafter referred to as GRANTOR, and the Village of Hudson Falls, hereinafter referred to as GRANTEE.

A. GRANTOR is the owner of two parcels of real property located in Hudson Falls, NY, one located at 122 Main Street (tax parcel # 154.14-1-18.1; Deed Book 2931 Page 56), and, the other at Maple Street (tax parcel # 154.14-1-18.2; Deed Book 2931 Page 60), herein both referred to as the "Real Property".

B. GRANTEE is interested in purchasing all of the Real Property upon the terms and conditions hereinafter stated.

C. In consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. GRANT OF OPTION:

GRANTOR, for and in consideration of the sum of \$1.00 paid to GRANTOR by GRANTEE, receipt of which is hereby acknowledged, hereby grants to GRANTEE the sole and exclusive option to purchase the Real Property in the manner and for the price hereinafter stated.

2. DURATION OF OPTION:

This option may be exercised at any time until 11:50 P.M. on April 15, 2018.

3. FAILURE TO EXERCISE OPTION:

If GRANTEE fails to exercise this option in the manner set forth below, GRANTEE shall have no further claim against or interest in the Real Property.

4. EXERCISE OF OPTION:

This option shall be exercised, if at all, by written notice given by GRANTEE to GRANTOR at any time during the option period, which notice shall specify that GRANTEE has elected to exercise this option. Upon exercise of this option, GRANTEE shall be obligated to purchase the Real Property from GRANTOR, and GRANTOR shall be obligated to sell the Real Property to GRANTEE, for the price and in the manner hereinafter set forth.

5. RIGHTS FOR DURATION OF OPTION:

During the option period, GRANTEE shall be entitled to apply for any and all permits or grants necessary to the purchase or development of the Real Property and to go upon the Real Property at any times for the purpose of conducting any inspections or investigations relative to GRANTEE'S decision to purchase the Real Property. In GRANTEE'S sole discretion and at GRANTEE'S expense, GRANTEE may make whatever improvements to either of the two buildings that GRANTEE may deem useful to GRANTEE'S development plans. GRANTEE shall exercise its best efforts to minimize any disruption to the current tenants occupying the buildings.

6. PURCHASE PRICE, PAYMENT:

If GRANTEE exercises this option, the purchase price for the Real Property shall be the sum of \$250,000., to be paid in cash or certified funds upon closing.

7. CLOSING:

7.1 Closing shall occur within thirty (30) days after such exercise. At closing, GRANTOR shall deliver to GRANTEE a duly executed statutory warranty deed conveying the Real Property to GRANTEE free and clear of all liens and encumbrances, but subject to existing tenancies.

GRANTOR shall pay the amount necessary for the NYS Transfer Tax and the filing of the capital gains tax affidavit.

7.2 Taxes, fuel oil, utilities, and rents, if any, shall be prorated between the parties as of the date of closing.

7.3 The transaction shall be closed when a title insurance company, authorized to do business in the State of New York, is in a position to insure title to the Real Property and to issue a standard owner's policy of title insurance insuring title in GRANTEE in the amount of the full purchase price, subject only to the standard printed exceptions. It shall be GRANTEE'S responsibility to arrange for the issuance of such title insurance, which shall be a GRANTEE'S expense.

8. ASSIGNMENT, SUCCESSORS:

All of the terms, provisions and conditions hereof shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties. This option may not be assigned without the express written consent of the GRANTOR.

9. NOTICES:

Any notice given with respect hereto shall be deemed given when actually delivered or when deposited in the United States registered or certified mails, return receipt requested, in an envelope addressed as set forth below or to such other address as either party may hereafter specify by notice to the other.

Notices to GRANTEE shall be addressed to:

Name: Village of Hudson Falls

Address: 220 Main St.

City/State/Zip: Hudson Falls, New York 12839

Notices to GRANTOR shall be addressed to:

Name: Phoenix Rising - Project Hudson Falls, Inc.

Address: Box 267

City/State/Zip: Hudson Falls, New York 12839

10. NO BROKER:

Both GRANTOR and GRANTEE represent that they have not dealt with any broker in connection with this transaction.

11. ENTIRE AGREEMENT:

This option agreement expresses the entire agreement of the parties and supersedes and cancels all prior negotiations, representations, understandings and agreements, either written or oral, with

respect to the subject matter hereunder. No amendments, alterations or modifications to this option agreement will be effective unless in writing and signed by the parties hereto.

12. MANDATORY EXERCISE OF OPTION:

The GRANTEE intends to process all documentation necessary to receive a \$250,000 grant previously awarded by NYS Assemblyperson Carrie Woerner and to be administered by the Dormitory Authority of the State of New York ("DASNY"). Notwithstanding anything to the contrary stated herein, and contingent upon completion of SEQOR review satisfactory to the GRANTEE, the GRANTEE agrees to exercise the option to purchase the Real Property and to close said purchase upon notification by DASNY that said grant funds of \$250,000 are approved for use by the GRANTEE, and available, to purchase the Real Property on or before April 15, 2018.

IN WITNESS WHEREOF, the parties have executed this Option Agreement on or as of the day and year first written above.

Phoenix Rising - Project Hudson Falls, Inc.

By: _____
William L. Nikas, President

Village of Hudson Falls

By: _____
John Barton - Mayor

State of New York)
) ss.:
County of Washington)

On the 9th day of May in the year 2016 before me, the undersigned, personally appeared WILLIAM L. NIKAS, President of Phoenix Rising - Project Hudson Falls, Inc., 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 Washington)

On the 9th day of May in the year 2016 before me, the undersigned, personally appeared JOHN BARTON, 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