

RESOLUTION NO. __

June 18, 2019

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
COMMUNITY HOST BENEFIT AGREEMENT WITH STEWART'S SHOPS**

WHEREAS, the City enacted provisions in its zoning code to address the development of non-conforming uses which have existed for greater than twenty (20) years in the R-2 Zoning District (Hudson City Code §325-8) on November 20, 2018 (hereinafter referred to as the "Zoning Amendment"), and;

WHEREAS, pursuant to the Zoning Amendment, the City provided that where necessary, the Planning Board could require that an applicant enter into a Community Host Benefit Agreement with the City to mitigate potential impacts related to the development of an applicable site, and;

WHEREAS, Stewart's Shops has been granted site plan approval by the City's Planning Board for the redevelopment of its store located at Green Street and Fairview Avenue in the City of Hudson, which site plan approval included the requirement that Stewart's Shops enter into a Community Host Benefit Agreement with the City of Hudson, and;

WHEREAS, the proposed Community Host Benefit Agreement, a copy of which is attached hereto as Exhibit A, will provide the City with funds to improve pedestrian access at the intersection of Green Street and Fairview Avenue, and provide for the retention of a planner for the review, modification, and implementation of an updated Comprehensive Plan and/or Zoning Code;

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby authorizes the Mayor to execute a Community Host Benefit Agreement with Stewart's Shops, and;

BE IT FURTHER RESOLVED, that the City Treasurer is authorized to receive the subject funds pursuant to the Community Host Benefit Agreement and direct the funds to the following:

\$200,000.00	Revenue:	A.0000.2089.0100	Host Community Benefit Agreement
	Expenditure:	A.1990.0400	Contingent

Approved: Board of Estimate & Apportionment:



Mayor

Approved: Common Council:

Introduced:



Council President

Seconded:



City Treasurer

Approved:

Approved: Mayor: _____

HOST COMMUNITY BENEFIT AGREEMENT

THIS HOST COMMUNITY BENEFIT AGREEMENT (“Agreement”), is made this ____ day of _____, 2019, by and between the **CITY OF HUDSON, NEW YORK** (“City”), a municipal corporation duly organized and existing under the laws of the State of New York, with its principal office located at 520 Warren Street, Hudson, New York 12534 and **STEWART’S SHOPS CORP.** (“Stewart’s”), a corporation duly organized under the laws of the State of New York, with its principal office located at 2907 Route 9, Malta, New York 12020.

RECITALS

WHEREAS, Stewart’s has purchased lands at the corner of Green Street and Fairview Avenue in the City of Hudson for the purpose of re-constructing its pre-existing convenience store (hereinafter referred to as the “Property”); and

WHEREAS, the City enacted the provisions to address the development of non-conforming uses which have existed for greater than twenty (20) years in the R-2 and R-2H zoning districts (Hudson City Code §325-8 and §325-9) on November 20, 2018 (hereinafter referred to as the “Zoning Amendment”); and

WHEREAS, within the Zoning Amendment, the City provided that the City provided that where necessary, the Planning Board could require that an applicant enter into a Community Host Benefit Agreement with the City to mitigate potential impacts related to the development of an applicable site; and

WHEREAS, Stewart’s has been granted site plan approval by the City’s Planning Board for its Property, which approval is subject to a duly adopted and executed host community benefit agreement; and

WHEREAS the City Council desire to enter into a community benefit agreement between the parties which sets forth the terms of the public benefit and mitigation payment, as well as the City’s intent for the use of said payment;

NOW AND THEREFORE, the City and Stewart’s agree and fully intend to be bound by the following terms and conditions:

1. Payment of Funds to the City: Stewart's agrees to pay to the City for the public benefit of the City and its citizens, as well as in satisfaction of mitigation for anticipated impacts from the development of the Property in the amount of Two Hundred Thousand (\$200,000.00) Dollars and shall be delivered and conditioned as set forth herein. The funds shall be delivered to the City in the form of a cashier's check or wire transfer upon the issuance of a building permit for the Property.

2. Restriction of Use of Payment: The funds are strictly limited for use related to: (a) the design, permitting and construction/installation of new pedestrian access at the intersection of Green Street and Fairview Avenue in the area depicted in the Concept Plan attached hereto as Exhibit A, and; (b) the retention of a planner for the review, modification, and implementation of an updated Comprehensive Plan and/or Zoning Code.

3. Disbursement of Funds by the City: Stewart's and the City agree that the funds paid to the City pursuant to this Agreement will be disbursed only by a vote of the City Common Council for activities which will further the intent of this Agreement and will provide a direct benefit to either the Green Street and Fairview Avenue properties concerning pedestrian access to Stewart's and the intersection and/or the development and implementation of Zoning Code updates and modifications.

4. Satisfaction of Obligations: Following the payment of the funds to the City in the manner provided herein, Stewart's shall have no further obligation to provide additional funds in connection with this Agreement may proceed with the development of the Property in accordance with the remaining provisions of the laws of the City and the site plan approval issued by the City of Hudson Planning Board.

5. Default. If a party breaches any of the terms or conditions of this Agreement, the non-defaulting party may enforce its rights at law or in equity (including, without limitation, seeking of specific performance).

6. Governing Law and Venue: This Agreement shall be governed and construed in accordance with the laws of the State of New York and the parties consent to the exclusive jurisdiction of and venue of the Saratoga County Supreme Court, Columbia County, New York regarding the enforcement of or disputes arising out of this Agreement.

7. Entirety of Agreement: This Agreement shall constitute the entire agreement between the parties hereto and shall not be modified except by an instrument, in writing, signed by the parties hereto. There are no representations, warranties or conditions other than those expressly set forth in this Agreement. Each signatory represents and warrants that it has the full power and authority to bind the party for which it is signing this Agreement.

8. Severability. In the event any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in force and effect.

9. Notices. All notices relating to this Agreement shall be made in writing and first-class mail to:

To the City of Hudson:
Mayor
City of Hudson
520 Warren Street
Hudson, New York 12534

To Stewart's:
Charles Marshall
Stewart's Shops Corp.
2907 Route 9
Malta, New York 12020

