

## AGREEMENT

This Agreement is made and entered into on June \_\_, 2018 by and between the Village of Hoosick Falls and Saint-Gobain Performance Plastics Corporation and Honeywell International Inc. (collectively, the "Parties").

**WHEREAS**, the Village of Hoosick Falls (the "Village") is a municipality incorporated and organized pursuant to the laws of the State of New York. The Village is located in Rensselaer County, New York;

**WHEREAS**, Saint-Gobain Performance Plastics Corporation ("SGPP") is a California corporation;

**WHEREAS**, Honeywell International Inc. ("Honeywell") is a Delaware corporation;

**WHEREAS**, The Village owns and operates a public water supply system and a public sanitary sewer system (collectively, the "Village Systems"); and

**WHEREAS**, The Village asserts that it has lost water and sewer revenue from June 1, 2015 through May 31, 2018 (*i.e.*, Village fiscal years 2015-2016, 2016-2017 and 2017-2018) due to the presence of PFOA in or around the Village and/or the Village Systems, which the Village asserts has been caused and/or contributed to by SGPP and Honeywell.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and promises made by SGPP, Honeywell, and the Village, the Parties covenant and agree as follows:

1. The Village has calculated on Exhibit A hereto that, allegedly due to the presence of PFOA in or around the Village and/or the Village Systems, it lost water and sewer revenue during fiscal years 2015-2016, 2016-2017 and 2017-2018 in the amount of \$195,478.50.

2. Within 15 days of the execution of this Agreement, SGPP and Honeywell shall collectively pay the Village a total of One Hundred Ninety-Five Thousand, Four Hundred Seventy-Eight Dollars and Fifty Cents (\$195,478.50) for the water and sewer revenue that the Village asserts it lost during the Village fiscal years 2015-2016, 2016-2017 and 2017-2018 (*i.e.*, from June 1, 2015 through May 31, 2018).

3. SGPP and Honeywell have agreed to pay and the Village has agreed to accept the above referenced payment as adequate consideration for settlement of any and all claims that the

Village has asserted and could have brought against SGPP and/or Honeywell for lost sewer revenue and lost water revenue from operation of the Village Systems during the Village fiscal years 2015-2016, 2016-2017 and 2017-2018.

4. In exchange for the consideration set forth herein, the Village agrees not to prosecute any claim for lost water revenue or lost sewer revenue incurred by the Village during the Village fiscal years 2015-2016, 2016-2017 and 2017-2018 against SGPP and/or Honeywell and/or their administrators, successors and assigns. It is expressly acknowledged and agreed by the Parties hereto that this agreement is expressly limited to the Village's claim for lost water revenue and lost sewer revenue for Village fiscal years 2015-2016, 2016-2017, and 2017-2018 only. This agreement is not intended by the Parties to constitute, nor shall it be construed or act as, a discharge or forbearance of any other or further claim(s) which the Village may have as against SGPP and/or Honeywell.

5. Nothing in this Agreement shall be construed as an admission by SGPP or Honeywell of liability or that any claim of lost water and sewer revenue by the Village would be recoverable in whole or in part if litigated in a court of law.

6. This Agreement constitutes the entire agreement between the Parties with respect to the matters set forth herein, and it supersedes all prior discussion, correspondence, proposals, agreements and understandings with respect to the Village's claims for lost water revenue and lost sewer revenue for the Village fiscal years 2015-2016, 2016-2017, and 2017-2018. This Agreement may not be modified, altered or amended except by a subsequent written instrument executed by the Parties.

7. This Agreement shall be construed, enforced and governed in accordance with the laws of the State of New York.

8. The terms of this Agreement are binding upon and inure to the benefit of the Parties and their respective successors and assigns.

9. Each of the undersigned representatives of the Parties represents and warrants that he or she has full capacity and authority to enter into this Agreement and to legally bind his or her respective party to the terms of the Agreement, that to the extent necessary this Agreement has been duly and validly authorized and approved by all requisite corporate, governmental or other official action, and that no further action is necessary to make this Agreement valid and binding on that Party.

10. This Agreement may be executed in one or more counterparts, each of which when executed will be deemed to be an original but all of which when taken together will constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the date first above written.

Saint-Gobain Performance Plastics Corporation

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_

Honeywell International Inc.

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_

The Village of Hoosick Falls

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_

# EXHIBIT A

## Calculation of Lost Water and Sewer Revenue

	<u>Water Revenue (\$)</u>	<u>Sewer Revenue (\$)</u>
2012-2013 *	452,938.00	453,821.00
2013-2014	462,201.00	459,161.00
<b>Annual Average Revenue Pre-PFOA:</b>	457,570.00	456,491.00
2015-2016 **	430,121.00	425,507.00
2016-2017	420,803.00	408,237.00
<b>Annual Average Revenue Post-PFOA</b>	425,462.00	416,872.00
Annual Revenue Loss (2 Years)	32,108 x 2= 64,216	39,619 x 2= 79,238
2017-2018 Calculation:		
August 2017 Water Billed	63,575.00	61,959.00
December 2017 Water Billed	127,153.00	124,144.00
Estimate for April, 2018 (based upon last 2 years of average billing for April billing cycle- see below) ***	208,594.00	204,885.00
Anticipated 2017-2018 Revenue	399,322.00	390,987.50
2017-2018 Revenue Loss	26,140.00	25,884.50
<b>Total Revenue Loss: 64,216 + 79,283 + 26,140 + 25,884.50= \$195,478.50</b>		
* The Village's fiscal year runs June 1-May 31.		
** 2014-2015 was not included because the PFOA problem did not come to light until Deember, 2014, and there was no formal advisory issued against consumption until December, 2015.		
*** Formula for April Billing Cycle:		
April, 2016	206,642.00	207,402.00
April, 2017	210,546.00	202,367.00
Average of April Revenue Received (2016 and 2017)	208,594.00	204,885.00