

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") dated this ___ day of February, 2017, by and between, the **Town of Petersburg** having an address of 65 Main Street, Petersburg, NY 12138 (referenced herein as the "Town") and **Tonoga, Inc. dba Taconic** (referenced herein as "Taconic").

WHEREAS, the New York State Department of Environmental Conservation ("DEC") and Taconic entered into an "Order on Consent and Administrative Settlement" (hereinafter, "Order") dated November 10, 2016 and filed in DEC Index No. CO 4-20160519-01;

WHEREAS Part III(C) of the Order specifies as follows: (1) Taconic "shall meet with the . . . Town and negotiate for reimbursement . . . of some or all of its past and future unreimbursed costs allegedly associated with the presence of PFOA in the Town Public Water System and private wells located within the Town; and (2) DEC "reserves any right it has, subject to the provisions of applicable law and paragraph V.E. [of the Order], to seek cost recovery for any unreimbursed costs in the event the . . . Town and [Taconic] do not reach an agreement regarding Town costs";

WHEREAS, in accordance with Part III(C)(1) of the Order, the Town has requested that Taconic reimburse the Town for all fees and costs paid by or billed to the Town as of December 31, 2016, which fees and costs were related to the presence of Perfluorooctanoic acid in the Town's public water system and private water wells located within the Town (hereinafter, "Past Costs");

WHEREAS, by letter dated January 12, 2017, Taconic provided a check in the amount of \$4,951.40 to the Town for certain unreimbursed costs related to staff time and office supplies, which costs are included as Past Costs as defined herein;

WHEREAS, the parties have agreed to the resolution, compromise and settlement of any and all of the Town's claims for reimbursement of all Past Costs.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged the parties agree as follows:

1. Upon receipt of a certified copy of the Town Board's resolution authorizing the Town to enter into this Agreement, Taconic shall pay the Town the amount of **THIRTY THOUSAND FOUR HUNDRED FIVE DOLLARS AND SEVEN CENTS (\$30,405.07)** as full and final settlement of the Town's claim for reimbursement of any and all Past Costs.

2. The Town releases, remises, and forever discharges Taconic, its affiliates, owners, board of directors, officers and agents from all claims, suits, actions, charges, demands, judgments, costs and executions present and future, known or unknown, both legal and equitable, in court, administratively (including at DEC) or in any other manner with respect to Past Costs.

3. The Town acknowledges and agrees that the Agreement hereby constitutes "an agreement regarding the Town's costs" within the meaning of Part III(C)(2) of the Order with

respect to Past Costs and otherwise agrees not to seek cost recovery for any Past Costs from or before DEC.

4. The parties acknowledge that in executing this Agreement, they have carefully reviewed and had the opportunity to review the terms of this Agreement, with counsel of their choice and are fully aware of the extent of their rights and obligations under this Agreement. The parties further agree that the language of this Agreement shall not be construed presumptively against any of the parties to this Agreement. Nothing contained in this Agreement shall be construed as barring, diminishing, adjudicating or in any way affecting any legal or equitable rights or claims, actions, proceedings, suits, causes of action or demands whatsoever that the Town may have against Taconic, its affiliates, owners, board of directors, officers and agents for damages other than Past Costs. Taconic, its affiliates, owners, board of directors, officers and agents reserves all rights to all available defenses to any claims, actions, proceedings, suits, causes of action or demand made or commenced by the Town.

5. This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

6. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall constitute an original and binding copy of this Agreement, albeit one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized parties as of the date written above.

TOWN OF PETERSBURGH

TONOGA, INC. DBA TACONIC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____