



- e. The Town will replace filters upon evidence of PFAS bleed-through and anticipates having to replace an average of two of the six filters per fiscal year at an estimated cost of \$35,000 each, and the County shall reimburse the Town for the actual cost of those replacements up to an average of \$70,000 per fiscal year. Because the timing and frequency of filter replacements may vary, the County shall reserve \$70,000 in each fiscal year to reimburse the Town for filter replacements in that or any subsequent year. The County shall carry over any unused part of the reserved amount to succeeding fiscal years, provided that it need not reserve or pay more than \$210,000 or pay the Town any sum greater than the total amount of the reserve at any time. The County is obligated to reimburse the Town for filter replacement costs only from the reserve existing in the fiscal year in which those filters are replaced.
- f. The County shall be obligated to make O&M Payments to the Town in any period in which the Town is required to operate any part of the Systems to comply with then-applicable regulations and advisories related to PFAS.
- g. Every two years, the Parties will review the Town's O&M costs, the need for continued operation of the Systems, and the frequency and cost of filter replacements, and cooperate to assure effective treatment at a reasonable cost.

2. Within 45 days, the County shall reimburse the Town \$170,000 for its past O&M costs incurred through June 30, 2017.

3. If the County fails to make any Damages Payment or O&M Payment timely, it shall be in default under this Agreement. The Town may give the County notice of that default, and if it does, the County will have 30 days from the date of that notice to cure the default. If the Town gives such notice and the County fails to cure the default within 30 days, the Town may, at its option, exercise any or all of the following remedies:

- a. It may accelerate the entire balance of the Damages Amount so that the entire balance is due and payable;
- b. It may seek to hold the County in contempt of court, in which case (i) the County will not contest the contempt finding and (ii) in addition to any other appropriate relief, the Town will be entitled to its reasonable attorneys' fees and costs for the contempt proceeding;
- c. It may withhold its next semi-annual County Assessment(s) (the "Assessments") up to the amount of the County's default, to the extent permitted by law, in which case the County will not object to or inform the state of that withholding; if the Town is not permitted by law to withhold

its Assessment(s), the County will credit the amount of the default toward the next Assessment(s); and

d. It may exercise any other remedies available at law or in equity.

4. The County shall, at no expense to the Town, conduct all response actions associated with the Contamination and RTN 4-0026179 as and when required under Chapter 21E or the MCP or by DEP. The Parties agree to cooperate and timely exchange all information and data regarding those response actions, the Town's testing and pumping data for the Mary Dunn Wells, and data generated in the subsurface investigation at the Barnstable Municipal Airport under RTN 4-0026347. If the County determines that the filtration systems installed by the Town at the Mary Dunn Wells would provide the most efficient remedial actions for the Contamination, the Parties will negotiate in good faith regarding the County's use of the filtration systems as part of the response actions associated with the Contamination and RTN 4-0026179.

5. In executing this Agreement for Judgment, neither party makes any admission of fact, law or liability.

6. Each party shall bear its own attorneys fees and waives any right of appeal.

TOWN OF BARNSTABLE  
By its attorneys,

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Dated: June 28, 2017

COUNTY OF BARNSTABLE  
By its attorneys,

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