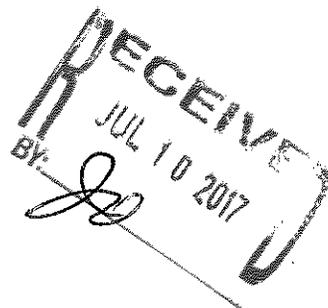


**TW** TROY WALL ASSOCIATES  
ATTORNEYS AND COUNSELLORS AT LAW  
A PROFESSIONAL ASSOCIATION OF INDIVIDUAL PRACTITIONERS\*

90 ROUTE 6A, SANDWICH, MASSACHUSETTS 02563  
TELEPHONE: (508) 888-5700

ROBERT S. TROY  
rst@troywallassociates.com

BRIAN J. WALL  
bjw@troywallassociates.com



July 5, 2017

Janice O'Connell, Clerk  
Barnstable County Assembly of Delegates  
3195 Main Street, Route 6A  
Barnstable, MA 02630

RE: Town of Barnstable and Barnstable County

Dear Janice:

Please find enclosed herewith the following executed documents with regard to the above-referenced matter:

1. Access Agreement; and
2. Settlement Agreement.

Very truly yours,

A handwritten signature in black ink, appearing to be "RST".

Robert S. Troy  
Barnstable County Counsel

RST:geo  
Enclosures  
Cc: County Commissioners  
County Administrator

## ACCESS AGREEMENT

This ACCESS AGREEMENT ("Agreement") is entered into as of this 1<sup>st</sup> day of July, 2017, between THE TOWN OF BARNSTABLE ("Town") and its contractors and employees performing work under this Agreement, and BARNSTABLE COUNTY ("Barnstable County").

WHEREAS, Barnstable County is the owner of approximately 106 acres of land shown as Parcels 016-018 on the Town of Barnstable Assessor's Map 315, Parcel 004 on Map 316, and Parcels 035-038 on Map 317, further described in Exhibit A attached hereto ("County Farm");

WHEREAS, The Town seeks to conduct exploratory test drilling on the County Farm for selection of potential new well sites for public water supplies;

WHEREAS, the purpose of the Access Agreement is to provide the Town with a license to access the County Farm for the limited purpose of conducting such exploratory test drilling, and to provide certain legal protections and safeguards for the Town and Barnstable County.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Barnstable County hereby covenant and agree as follows:

1. Authorization. Barnstable County authorizes the Town, its contractors and employees, to enter upon the County Farm and perform the Activities, as defined in Section 2 of this Agreement, subject to the conditions of this Agreement.

2. Scope of Work. For the purposes of this Agreement, the term "Activities" means exploratory test drilling for potential well sites for public water supplies at the County Farm. Prior to entering the County Farm, the Town shall provide Barnstable County with a written drilling and testing plan setting forth a protocol narrative for test drilling, pumping and sampling that includes, but is not limited to, a schematic plan depicting the areas of the County Farm where exploratory test drilling samples will be conducted by the Town and its contractors; the number and location of exploratory test drill points; a description of all governmental permits or approvals needed for the activities, including authorization as may be needed all under Article 97 of the Articles of Amendment of the Constitution of the Commonwealth of Massachusetts; a description of planned tree and shrub removal and land clearing activities, and test drilling equipment; all methods and laboratory testing parameters that will be used in conducting water sampling and testing Activities under this Agreement (the "Plan"). If the Town determines that further work is needed at the County Farm to complete exploratory test drilling in addition to that described in the Plan, the Town shall submit a description of such activities to Barnstable County for Barnstable County's prior approval, such approval not to be unreasonably withheld or conditioned. Upon approval of said work by Barnstable County, this Agreement may be amended by a writing signed by both the Town and Barnstable County setting forth the additional approved work ("Additional Approved Work") and making such Additional Approved Work subject to the terms and conditions of this Agreement and such other terms as may be appropriate.

3. Terms of Access.

(a) At least 30 days prior to entering the County Farm, the Town shall provide the Plan to Barnstable County.

(b) The Town shall obtain, at its sole cost, all governmental permits or approvals needed for the Activities and the Town shall provide Barnstable County with written evidence that such permits and approvals have been obtained.

(c) All work performed by the Town and its contractors on the County Farm shall be performed in a workman-like manner and shall be performed in compliance with all governmental permits or approvals and all applicable laws, rules and regulations.

(d) Prior to entering County Farm, the Town shall provide Barnstable County with at least three (3) business days' advance notice, with access only being granted between the hours of 8:00 a.m. and 5:00 p.m.

(e) The Town shall take reasonable precautions to minimize disruption to the use of the County Farm during the Activities and avoid any damage or injury to the County Farm. Barnstable County reserves the right to order the Town to discontinue all Activities and leave the County Farm in the event that conditions related to or caused by the Activities unreasonably interfere with uses or causes unreasonable damage or injury to County Farm.

4. The Town's Obligations During and Following Activities.

(a) Access is not exclusive and Barnstable County, including its contractors and agents, are entitled to observe the Activities.

(b) The Town shall provide to Barnstable County the following documents:

- i. Within 10 days of receipt, all test boring and monitoring well installation logs, all hydrogeologic and soil testing results and reports, all hydrogeologic and related reports, and all water quality sampling analytical reports associated with the Activities and the Plan;
- ii. Within 10 days of submission, copies of all documents submitted to MassDEP by or on behalf of the Town that relate to the Activities; and
- iii. Within 10 days of receipt, copies of any written correspondence from MassDEP regarding the Activities.

The provisions of this sub-paragraph (b) shall survive for three years from the earlier of the completion of the Activities performed hereunder or the termination of this Agreement.

(c) Unless the Town and Barnstable County agree otherwise, within sixty (60) business days of the completion of the Activities, the Town shall restore the County Farm to its condition as of the effective date of this Agreement, including decommissioning of all wells in accordance with MassDEP standards and guidance, and restoring of any of Barnstable County's personal property damaged by the Activities to its condition existing at the time the work began, reasonable wear and tear excepted.

This paragraph 4 shall not affect any right or remedy that Barnstable County may have with respect to the recovery of costs and expenses from the Town under applicable law.

5. Insurance. Before the Town enters the County Farm to conduct the Activities under this Agreement, it shall obtain and maintain during the term of this Agreement, at the Town's sole expense, and shall deliver to Barnstable County evidence of, the following insurance coverage, and shall cause each of its agents and contractors to obtain and maintain, and shall deliver to Barnstable County evidence of, the following insurance coverage: Commercial General Liability and Pollution Liability insurance, from an insurer reasonably acceptable to Barnstable County, in the amount of at least \$1,000,000 combined single limit occurrence (including death) and property damage per occurrence, and \$2,000,000 general aggregate, which may arise from or in connection with the Town's presence on the County Farm, such policy to name Barnstable County by endorsement as an additional insured, which insurance shall provide coverage against any claim for bodily injury or property damage caused by the Town or its agents, employees or contractors in connection with the Activities and the Town's entry on the County Farm in connection therewith.

6. Release and Indemnification.

(a) The Town shall release Barnstable County for loss of or damage to property and equipment of the Town or any of its contractors while such property or equipment is in or on the County Farm, except where such loss of or damage to property and equipment results from Barnstable County's negligence or misconduct.

(b) The Town shall indemnify and hold harmless Barnstable County, to the extent permitted by law, from and against all claims, liabilities, demands, judgments, actions, causes of action, injuries, administrative or regulatory orders, penalties, costs and expenses, including attorney's fees and costs, arising out of or resulting from the actions or omissions of the Town undertaken while on the County Farm pursuant to this Agreement ("Claims"), except to the extent that such Claims arise from the negligence or misconduct of Barnstable County. This obligation shall survive for three years from the earlier of the completion of the Activities performed hereunder or the expiration or termination of this Agreement.

7. Notices. Any and all notices required to be delivered hereunder shall be in writing and mailed, emailed or delivered to the following:

**Barnstable County:**

Mr. Jack Yunits, Jr., County Administrator  
3195 Main Street, Superior Courthouse  
Barnstable, MA 02630  
Email: [jack.yunits@barnstablecounty.org](mailto:jack.yunits@barnstablecounty.org)

**With a copy to:**

Robert S. Troy, Esquire  
TroyWall Associates  
90 Route 6A  
Sandwich, MA 02563  
Telephone: (508) 888-5700  
E-mail: [rst@troywallassociates.com](mailto:rst@troywallassociates.com)

Robert D. Cox, Jr., Esquire  
Bowditch & Dewey, LLP  
311 Main Street  
Box 15156  
Worcester, MA 01615  
Telephone: (508) 926-3409  
E-mail: [rcox@bowditch.com](mailto:rcox@bowditch.com)

**Town:**

Daniel W. Santos, P.E.  
Director Public Works  
Town of Barnstable  
380 Falmouth Road  
Hyannis, MA 02601  
Email: [daniel.santos@town.barnstable.ma.us](mailto:daniel.santos@town.barnstable.ma.us)

**With a copy to:**

Ruth J. Weil, Esq., Town Attorney  
Charles S. McLaughlin, Esq., Assistant Town Attorney  
Town of Barnstable  
367 Main Street  
Hyannis, MA 02601  
Email: [ruth.weil@town.barnstable.ma.us](mailto:ruth.weil@town.barnstable.ma.us)  
[charles.mclaughlin@town.barnstable.ma.us](mailto:charles.mclaughlin@town.barnstable.ma.us)

8. Generation of Waste. The Town agrees to assume full responsibility and liability for all waste generated and all waste removed from the County Farm and for the proper characterization, containerization, removal and disposal, as required by applicable law, of any and all materials that result from the Activities on County Farm, and all samples taken in the course of the Activities shall be disposed in accordance with applicable law. The Town acknowledges and agrees that under no circumstance shall Barnstable County take title to nor be deemed to be the owner or act in the capacity of generator, handler, transporter and/or owner of

any solid waste, hazardous substances, hazardous waste, or materials removed from County Farm by the Town, as a result of the Activities.

9. Avoidance of Liens. Nothing in this Agreement shall create any contractual relationship between Barnstable County and any contractor or materialman that may be engaged by the Town in connection with the Activities performed under the provisions of this Agreement, nor shall this Agreement create any obligation on the part of Barnstable County to pay or to see that the payment of any sum is made to any of the Town's contractors. The Town shall promptly when due pay all costs and charges associated with the Activities and the Town shall permit no liens or encumbrances to be filed or to attach against Barnstable County as a result of the Activities, and agrees to indemnify, defend and hold Barnstable County harmless against any such liens and encumbrances. While on County Farm, the Town shall be responsible for the safety of its agents and consultants, and all of the Town's contractors involved in the Activities.

10. Term. This Agreement shall take effect on July 1, 2017 and shall terminate at the close of business on December 31, 2019.

11. No Obligation. The Town shall not be obligated to conduct or continue any testing authorized in this Agreement, and its decision whether to conduct or continue any testing shall be at its sole discretion. This Agreement does not authorize the use of the County Farm for any purpose other than the Activities and does not obligate Barnstable County to authorize, allow or permit any public water supply wells to be located on the County Farm.

12. Entire Agreement. This Agreement contains the entire understanding and agreement among the parties with respect to the Activities with the County Farm. This Agreement may be modified only by writing signed by Barnstable County and the Town.

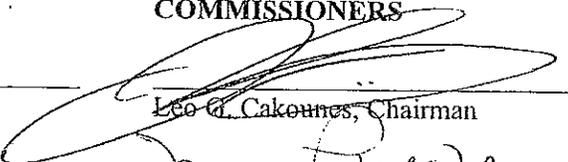
13. Execution. This Agreement may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

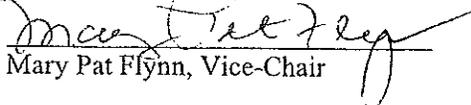
IN WITNESS THEREOF, Barnstable County and the Town have caused this Agreement to be executed and attested by their duly authorized representatives.

TOWN OF BARNSTABLE

  
Mark S. Ells, Town Manager  
Dated: June 28, 2017

BARNSTABLE COUNTY  
COMMISSIONERS

  
Leo G. Cakounes, Chairman

  
Mary Pat Flynn, Vice-Chair

\_\_\_\_\_  
Ronald Beaty, Commissioner

Dated: June 28, 2017

TOWN OF BARNSTABLE PROPERTY MAPS

- Legend**
- Parcel Boundary
  - Railroad Tracks
  - Road
  - Easement Road
  - Easement
  - Power Station
  - Water Bodies

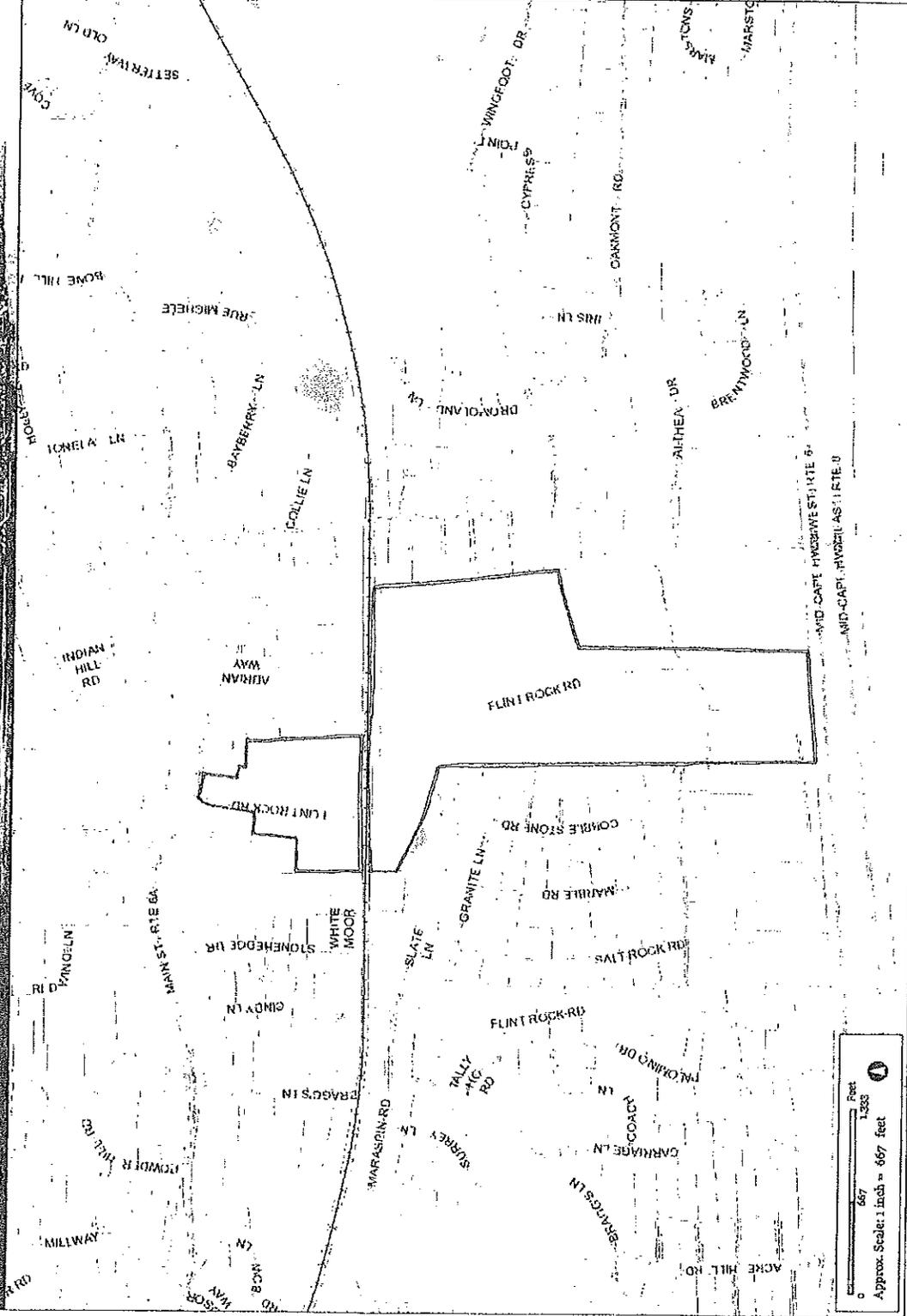
Parcel lines shown on this map are only graphic representations of the property boundaries and do not represent accurate relationships to the ground. The map is not a substitute for a field survey. The map is not a substitute for a field survey. The map is not a substitute for a field survey.

This map is for illustrative purposes only and is not intended to be used for any legal or regulatory interpretation. This map is not a substitute for a field survey. The map is not a substitute for a field survey. The map is not a substitute for a field survey.

Town of Barnstable GIS Unit  
 307 State Street, Barnstable, MA 02532  
 508-865-1624  
[gis@town.barnstable.ma.us](mailto:gis@town.barnstable.ma.us)



Map printed on: 6/28/2017



0 667 1333 Feet  
 Approx. Scale: 1 inch = 667 feet

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between the Town of Barnstable, a municipality in Barnstable County, Massachusetts (the "Town") and Barnstable County, Massachusetts (the "County") (together, the "Parties"), effective on the 1<sup>st</sup> day of July, 2017.

WHEREAS, the Town owns the property at 629, 656 and 798 Mary Dunn Road (the "Town Property") and operates four public water supply wells there (the "Mary Dunn Wells");

WHEREAS, the County owns, operates and manages the Fire and Rescue Training Academy (the "Academy") at 155 South Flint Rock Road, Barnstable, MA (the "County Property");

WHEREAS, until at least 2009, fire training activities at the Academy involved the use of Aqueous Fire Fighting Foam ("AFFF") containing Perfluoroalkyl Substances ("PFAS"), including Perfluorooctanoic acid ("PFOA") and Perfluorooctane Sulfate ("PFOS") and other related compounds;

WHEREAS, the County Property is the location of one or more releases of PFAS to soil and ground water identified by MassDEP as RTN 4-0026179 (the "Contamination"), and the County has conducted and continues to conduct response actions at the County Property under General Laws Chapter 21E and the Massachusetts Contingency Plan, 310 CMR 40.0000, *et seq.* (the "MCP");

WHEREAS, the Town has installed three filtration systems at the Mary Dunn Wells to remove PFAS associated with the Contamination from entering the Town's public water supply and remove such PFAS from the water supply (the "Systems"), has incurred operation and maintenance ("O&M") costs for the Systems, and anticipates incurring future O&M costs for the Systems;

WHEREAS, the Town represents that it has incurred approximately \$5,044,000 in costs to date associated with the treatment of PFAS at the Mary Dunn Wells and that the Town's future O&M costs and carbon filter replacement costs over an estimated 20-year period might total an additional \$1,800,000;

WHEREAS, on January 21, 2016, the Town sent the County a Notice Letter pursuant to Chapter 21E, Section 4A, requesting that the County pay for the Town's past and future response costs at the Town Property;

WHEREAS, on March 4, 2016, the County responded to the Town's Notice Letter, but the Parties were unable to reach an agreement on the Town's request;

WHEREAS, on July 11, 2016, the Town sued the County for response costs, damages and other relief regarding the Contamination that had impacted the Mary Dunn Wells at the

Town Property, in an action entitled *Town of Barnstable v. Barnstable County*, Civil Action No. 2016-00337 (Barnstable Superior Court) (the "Litigation");

WHEREAS, on February 21, 2017, the County brought, in the Litigation, counterclaims against the Town and a Third-Party Complaint against Steven G. Heslinga, as Trustee of the Enoch T. Cobb Trust, Entergy Nuclear Generation Company, Entergy Nuclear Operations, Inc., the Barnstable County Fire Chief Association, Inc. and the Hyannis Fire District (the "Third-Party Defendants") for response costs, damages and other relief regarding the Contamination, but has not yet served the Third-Party Complaint on the Third-Party Defendants;

WHEREAS, the Parties wish to resolve the Litigation and avoid the costs and uncertainties of the Litigation, without admitting any issues of fact, law or liability; and

WHEREAS, the Town is willing to borrow funds in its own name as an accommodation to the County in order to fund the settlement described herein and the County is willing to pay the Town's principal and debt service to liquidate the Town's borrowing on a twenty-year amortization schedule;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Agreement for Judgment: Simultaneous with the full execution of this Agreement, the Parties shall execute and file with the Barnstable Superior Court an Agreement for Judgment in the form attached hereto as Exhibit A.
2. Damages Payments and Future O&M Payments: Subject to the other terms of this Agreement, in full and final satisfaction of the Town's claims for payment of costs, damages, and attorneys' fees and costs with respect to the Contamination and Litigation (except the payment required under Paragraph 3) the County shall (A) pay \$2,950,000.00 to the Town (the "Damages Amount") on the Net Debt Service Schedule attached hereto as Exhibit B (the "Schedule") (each individual payment under the Schedule being a "Damages Payment"), and (B) reimburse the Town for its actual, future annual O&M costs for the Systems as described in subparagraphs a.-g., below, for as long as the Town operates the Systems, including necessary filter replacements (the "O&M Payments"). O&M Payments are subject to and shall be made as follows:
  - a. At least every six months, the Town will calculate its O&M costs and send the County its calculation, the invoices supporting the calculation, and a certification that all the invoices are for O&M costs at the Town Property associated with the Contamination. Failure to provide notice timely will not affect the Town's rights under this Paragraph 2.
  - b. If the County does not dispute the Town's O&M costs, it shall reimburse the Town for those costs within 30 days.

- c. If the County disputes the Town's O&M costs, the Parties shall in good faith seek to resolve the dispute within 20 days, and the County shall pay any undisputed portion of the O&M costs within 30 days. Any remaining dispute will be subject to the Dispute Resolution provisions in Paragraph 19, below.
- d. The County's obligation to reimburse the Town for its O&M costs other than filter replacements will not exceed the following amount in any fiscal year: \$125,000, increased by 3% (compounded) every other year (*e.g.*, \$125,000 in FY18, \$125,000 in FY19, \$128,750 in FY20, etc.).
- 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 any 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.

The following examples illustrate the intended implementation of this subparagraph:

- i. The County reserves \$70,000 for FY2018 beginning on July 1, 2017. If the Town replaces no filters in FY18, then the County carries forward the full \$70,000 and maintains that sum in a reserve. If the Town replaces one filter in FY18 for \$35,000, the County shall reimburse it for that replacement and carry forward the remaining \$35,000 in the reserve.
- ii. If the Town replaces all 6 filters in FY18, the County shall reimburse it \$70,000 for two filter replacements, and the Town bears the expense of the remaining filter replacements.
- iii. In FY19, the County reserves an additional \$70,000 for filter replacements. If 1 filter was replaced in FY18, this additional sum, in addition to the \$35,000 carried forward from FY18, brings the reserve balance up to \$105,000. If the Town replaces no filters in FY19, then the County carries forward the full \$105,000 and maintains that sum in the reserve. If the Town replaces one filter in FY19 for \$35,000, the County shall reimburse it for that

replacement and carry forward the remaining \$70,000 in the reserve. If the Town replaces two filters in FY19, the County shall reimburse it for those replacements and carry forward the remaining \$35,000. If the Town replaces three filters in FY19, the County shall reimburse it for all those replacements, depleting the total amount in the reserve, \$105,000, and nothing is carried over.

- iv. In FY20, the County again reserves \$70,000 for filter replacements. Assuming that the Town replaced 1 filter in FY18 and 3 filters in FY19, there is no prior reserve balance and the total sum available for filter replacement is \$70,000. If the Town replaces three filters in FY20, the County reimburses it for two filter replacements, totaling \$70,000 and exhausting the sums available for FY20, and the Town bears the expense of the remaining filter replacement at \$35,000.
- v. If, instead, in FY18, FY19 and FY20, no filter replacements occur, the County carries forward the \$70,000 set aside in each of those fiscal years to maintain a reserve total of \$210,000. In FY21, if one filter replacement occurs, the County reimburses the Town \$35,000 for that filter replacement and sets aside \$35,000 in order to bring the reserve balance back up to \$210,000.
- 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.

3. Past O&M Reimbursement: Within 45 days of full execution of this Agreement, the County shall reimburse the Town \$170,000 for its past O&M costs incurred through June 30, 2017.

4. Default: 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.

5. MCP Response Actions: 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.

6. Release in Favor of the County: The Town, and anyone claiming by or through the Town, releases, discharges and covenants not to sue the County and its members, managers, officers, directors, employees, agents and attorneys with respect to all claims, demands and actions of any kind relating to PFAS and any statutory, equitable or common law, known or unknown, past, present or future claim regarding or relating to the Litigation and the Contamination. This release does not apply to any claims, demands and actions regarding contamination by PFAS or any other hazardous material of the Town's Maher Public Water Supply Wells, located southeast of the Barnstable Municipal Airport (the "Maher Wells") or any other Town property.

7. Release in Favor of the Town: The County, and anyone claiming by or through the County, releases, discharges and covenants not to sue the Town and its members, managers, officers, directors, employees, agents and attorneys with respect to all claims, demands and actions of any kind relating to PFAS and any statutory, equitable or common law, known or unknown, past, present or future regarding or relating the Litigation and the Contamination. This release does not apply to any claims that the County may have against the Town relating to or arising out of the presence, release and/or threat of release of PFAS at, on or from the Barnstable Municipal Airport that has or may have impacted the Mary Dunn Wells.

8. Groundwater Model: The Town's consultant Horsley & Witten is currently developing to evaluate groundwater flow and PFAS contaminant transport from the FTA, the

Airport and private sources to the public water supply wells. The County will give the Town all of its data relevant to that model and otherwise cooperate in its implementation. The Town will seek MassDEP review of that groundwater model and will reflect any MassDEP comments in the model to the extent feasible, to the extent it has not already done so. The Town will give the County a copy of the results of the groundwater model.

9. Reserved Claims: Before either Party brings any of the claims excluded from the releases in Paragraphs 6 and 7, above, or any other claim against the other Party regarding responsibility for PFAS contamination of the public well fields (“Reserved Claims”), they will take the following steps:

- a. If the Parties dispute the groundwater model or its results, they shall submit the disputed issues to peer review by independent qualified experts, sharing the cost of that review equally.
- b. If, following such peer review and good faith confidential settlement discussions, the Parties are unable to resolve any remaining disputed Reserved Claims, they shall engage in the Dispute Resolution procedures under Paragraph 19, including with any technical or allocation experts deemed appropriate by the mediator.

10. Third-Party Lawsuits: Notwithstanding Paragraphs 6 and 7, either Party may implead or cross-claim against the other Party in an administrative proceeding or lawsuit brought by a third party regarding the Contamination. If such a proceeding or lawsuit is brought, the Parties will comply with the Dispute Resolution procedures under Paragraph 19 to the extent feasible.

11. Enforcement: In the event that the Town prevails in a legal action to enforce this Agreement against the County, the County shall pay all reasonable legal fees and costs incurred by the Town in pursuing such enforcement.

12. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties and each of their successors and assigns to the full extent permitted by law.

13. Severability: If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in full force and effect to the extent necessary to effectuate the Parties’ intent.

14. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of The Commonwealth of Massachusetts.

15. Notice: All notices shall be in writing and addressed as set forth below or as may be designated otherwise in writing by the recipient. Notices will be delivered by email and by certified mail, return receipt requested, and will be deemed delivered three business days after deposit in the United States mail.

To the Town: Ruth J. Weil, Esq., Town Attorney  
[ruth.weil@town.barnstable.ma.us](mailto:ruth.weil@town.barnstable.ma.us)  
Charles S. McLaughlin, Esq., Assistant Town Attorney  
[charles.mclaughlin@town.barnstable.ma.us](mailto:charles.mclaughlin@town.barnstable.ma.us)  
Town of Barnstable  
367 Main Street  
Hyannis, MA 02601

With a copy to: Arthur P. Kreiger, Esq.  
[akreiger@andersonkreiger.com](mailto:akreiger@andersonkreiger.com)  
Christina S. Marshall, Esq.  
[cmarshall@andersonkreiger.com](mailto:cmarshall@andersonkreiger.com)  
Anderson & Kreiger LLP  
50 Milk Street, 21<sup>st</sup> Floor  
Boston, MA 02109

To the County: Mr. Jack Yunits, Jr., County Administrator  
[jack.yunits@barnstablecounty.org](mailto:jack.yunits@barnstablecounty.org)  
3195 Main Street, Superior Courthouse  
Barnstable, MA 02630

With a copy to: Robert D. Cox, Jr., Esq.  
[rcox@bowditch.com](mailto:rcox@bowditch.com)  
Jennifer L. Garner, Esq.  
[jgarner@bowditch.com](mailto:jgarner@bowditch.com)  
Bowditch & Dewey LLP  
311 Main Street, P.O. Box 15156  
Worcester, MA 01615

16. Entire Agreement: This Agreement shall constitute the Parties' entire agreement.
17. Amendments: This Agreement may not be altered, amended, modified or otherwise changed except by a writing duly executed by all Parties.
18. Representation of Counsel: The Parties have entered into this Agreement on the advice of counsel, voluntarily, not as a result of any promise or representation except as set forth expressly herein, and not as a result of any duress or coercion by any person or entity.
19. Dispute Resolution: If any dispute arises regarding the interpretation or implementation of this Agreement, the Parties will use good faith efforts to resolve the dispute amicably, including by confidential non-binding mediation before a mutually acceptable mediator within 60 days.
20. Publicity: Upon execution of this Agreement, the Parties will release a press release stating that they have reached a mutually agreed settlement that reflects the best interests

of the residents of Barnstable County and the Town of Barnstable. They will not directly or indirectly make any other comment on the Litigation or this Agreement.

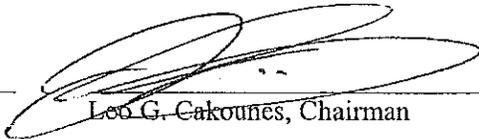
21. Counterparts: This Agreement may be executed in counterparts, and it may be executed by facsimile.

22. Authorization: Each of the undersigned represents and warrants that he or she is a duly authorized representative of the Party for which he or she is signing and is specifically authorized to sign this Agreement, and that said signature, which is made under legal seal, shall lawfully bind said Party.

**TOWN OF BARNSTABLE**

  
\_\_\_\_\_  
Mark S. Ellis, Town Manager  
Dated: June 28, 2017

**BARNSTABLE COUNTY  
COMMISSIONERS**

  
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Leo G. Cakounes, Chairman

  
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Mary Pat Flynn, Vice-Chair

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Ronald Beaty, Commissioner

Dated: June 28, 2017

**NET DEBT SERVICE**

Town of Barnstable, Massachusetts  
Massachusetts Clean Water Bonds  
20 Years @ 2.0% with MCWT Origination & Administrative Fees

Date	Principal	Coupon	Interest	Total Debt Service	MCWT Administrative Fees	MCWT Origination Fee	Net Debt Service	Annual Net D/S
07/15/2017	-	-	29,500.00	29,500.00	2,212.50	16,225	47,937.50	-
01/15/2018	121,412	2.000%	29,500.00	150,912.00	2,212.50	-	153,124.50	-
06/30/2018	-	-	-	-	-	-	-	201,062.00
07/15/2018	-	-	28,285.88	28,285.88	2,121.44	-	30,407.32	-
01/15/2019	123,840	2.000%	28,285.88	152,125.88	2,121.44	-	154,247.32	-
06/30/2019	-	-	-	-	-	-	-	184,654.64
07/15/2019	-	-	27,047.48	27,047.48	2,028.56	-	29,076.04	-
01/15/2020	126,317	2.000%	27,047.48	153,364.48	2,028.56	-	155,393.04	-
06/30/2020	-	-	-	-	-	-	-	184,469.08
07/15/2020	-	-	25,784.31	25,784.31	1,933.82	-	27,718.13	-
01/15/2021	128,844	2.000%	25,784.31	154,628.31	1,933.82	-	156,562.13	-
06/30/2021	-	-	-	-	-	-	-	184,280.26
07/15/2021	-	-	24,495.87	24,495.87	1,837.19	-	26,333.06	-
01/15/2022	131,421	2.000%	24,495.87	155,916.87	1,837.19	-	157,754.06	-
06/30/2022	-	-	-	-	-	-	-	184,087.12
07/15/2022	-	-	23,181.66	23,181.66	1,738.62	-	24,920.28	-
01/15/2023	134,049	2.000%	23,181.66	157,230.66	1,738.62	-	158,969.28	-
06/30/2023	-	-	-	-	-	-	-	183,889.56
07/15/2023	-	-	21,841.17	21,841.17	1,638.09	-	23,479.26	-
01/15/2024	136,730	2.000%	21,841.17	158,571.17	1,638.09	-	160,209.26	-
06/30/2024	-	-	-	-	-	-	-	183,688.52
07/15/2024	-	-	20,473.87	20,473.87	1,535.54	-	22,009.41	-
01/15/2025	139,465	2.000%	20,473.87	159,938.87	1,535.54	-	161,474.41	-
06/30/2025	-	-	-	-	-	-	-	183,483.82
07/15/2025	-	-	19,079.22	19,079.22	1,430.94	-	20,510.16	-
01/15/2026	142,254	2.000%	19,079.22	161,333.22	1,430.94	-	162,764.16	-
06/30/2026	-	-	-	-	-	-	-	183,274.32
07/15/2026	-	-	17,656.68	17,656.68	1,324.25	-	18,980.93	-
01/15/2027	145,099	2.000%	17,656.68	162,755.68	1,324.25	-	164,079.93	-
06/30/2027	-	-	-	-	-	-	-	183,060.86
07/15/2027	-	-	16,205.69	16,205.69	1,215.43	-	17,421.12	-
01/15/2028	148,001	2.000%	16,205.69	164,206.69	1,215.43	-	165,422.12	-
06/30/2028	-	-	-	-	-	-	-	182,843.24
07/15/2028	-	-	14,725.68	14,725.68	1,104.43	-	15,830.11	-
01/15/2029	150,961	2.000%	14,725.68	165,686.68	1,104.43	-	166,791.11	-
06/30/2029	-	-	-	-	-	-	-	182,621.22
07/15/2029	-	-	13,216.07	13,216.07	991.21	-	14,207.28	-
01/15/2030	153,980	2.000%	13,216.07	167,196.07	991.21	-	168,187.28	-
06/30/2030	-	-	-	-	-	-	-	182,394.56
07/15/2030	-	-	11,676.27	11,676.27	875.72	-	12,551.99	-
01/15/2031	157,060	2.000%	11,676.27	168,736.27	875.72	-	169,611.99	-
06/30/2031	-	-	-	-	-	-	-	182,163.98
07/15/2031	-	-	10,105.67	10,105.67	757.93	-	10,863.60	-
01/15/2032	160,201	2.000%	10,105.67	170,306.67	757.93	-	171,064.60	-
06/30/2032	-	-	-	-	-	-	-	181,928.20
07/15/2032	-	-	8,503.66	8,503.66	637.77	-	9,141.43	-
01/15/2033	163,405	2.000%	8,503.66	171,908.66	637.77	-	172,546.43	-
06/30/2033	-	-	-	-	-	-	-	181,687.86
07/15/2033	-	-	6,869.61	6,869.61	515.22	-	7,384.83	-
01/15/2034	166,673	2.000%	6,869.61	173,542.61	515.22	-	174,057.83	-
06/30/2034	-	-	-	-	-	-	-	181,442.66
07/15/2034	-	-	5,202.88	5,202.88	390.22	-	5,593.10	-
01/15/2035	170,006	2.000%	5,202.88	175,208.88	390.22	-	175,599.10	-
06/30/2035	-	-	-	-	-	-	-	181,192.20
07/15/2035	-	-	3,502.82	3,502.82	262.71	-	3,765.53	-
01/15/2036	173,407	2.000%	3,502.82	176,909.82	262.71	-	177,172.53	-
06/30/2036	-	-	-	-	-	-	-	180,938.06
07/15/2036	-	-	1,768.75	1,768.75	132.66	-	1,901.41	-
01/15/2037	176,875	2.000%	1,768.75	178,643.75	132.66	-	178,776.41	-
06/30/2037	-	-	-	-	-	-	-	180,677.82
	2,950,000		658,246.48	3,608,246.48	49,368.50	16,225	3,673,839.98	3,673,839.98