

**FOR SETTLEMENT PURPOSES ONLY  
NOT ADMISSIBLE**

REIMBURSEMENT and PAYMENT AGREEMENT

This Reimbursement and Payment Agreement (“Agreement”) is made and entered into this \_\_\_ day of October, 2019, by and between the Village of Hoosick Falls and Honeywell International Inc. (collectively, the “Parties”).

R E C I T A L S

WHEREAS:

1. The Village of Hoosick Falls (the "Village") is a municipality incorporated and organized pursuant to the New York Village Law. The Village is located in the Town of Hoosick, Rensselaer County, New York.

2. Honeywell International Inc. ("Honeywell") is a corporation doing business in the State of New York.

3. The Village owns and operates a municipal sanitary sewer system (“Village Sewer System”) that provides sanitary services to residents of the Village.

4. The Village is undertaking a large-scale sanitary sewer improvement project (“Project”) in the Village. The Project consists of two contracts as follows:

- a. Contract 1: The project consists of sanitary sewer improvements at various locations with-in the Village of Hoosick Falls, including installation of approximately 830 linear feet of 8" diameter gravity sanitary sewer, 450 linear feet of 12" diameter gravity sanitary sewer, 120 linear feet of 15" diameter gravity sanitary sewer, 340 linear feet of 18" diameter gravity sanitary sewer, 380 linear feet of 24" diameter gravity sanitary sewer, installation of sanitary

sewer laterals and cleanouts, and installation of 17 sanitary sewer manholes. The project also includes the open cut installation of approximately 670 linear feet of 4" diameter sanitary force main and 4,000 linear feet of 12" diameter force main to be installed under various installation methods at the Contractor's option, including directional drilling and open cut installations, the installation of approximately 225 linear feet of 4" force main by directional drilling methods, and the installation of approximately 1,360 linear feet of 12" force main by directional drilling methods. The project also includes the installation of a 36" diameter railroad boring for 12" and 4" sanitary sewer force mains. Additionally, the project includes all restoration of asphalt and turf surfaces associated with sanitary sewer installations. In addition, the project includes an add-alternate bid for additional sewer repairs consisting of 376 linear feet of 8" sanitary sewer main, manhole installations, sanitary sewer spot repairs, and 1900 linear feet of 8" diameter sanitary sewer lining.

- b. Contract 2: construction of a sanitary sewage duplex self-priming pre-packaged pump station and associated site improvements at Lyman Street within the Village of Hoosick Falls. Additionally the Lyman Street station includes the controlled demolition of a residential structure located at 22 Lyman Street under the NYS Department of Labor Applicable Variance A-1 for the controlled demolition of municipally owned vacant residential buildings. The project also consists of improvements to the existing River Road sanitary sewage pump station located in the Village of Hoosick Falls.

River Road improvements include select demolition of the existing pump station and installation of a prepackaged duplex self-priming pump station.

5. A portion of the Project located in the area of John Street, Superior Street, Lyman Street, and Water Street is adjacent to the NYSDEC Inactive Hazardous Waste Site ID 442049, known as the former Oak Materials Flourglas Division Site – John Street (“John Street Site”), currently owned by Honeywell. Investigations at the Superfund Site have identified contamination of groundwater and soils.

6. NYSDEC required the Village to prepare an environmental work plan to identify the manner in which impacted soil and groundwater would be managed as part of the Project.

7. The Village has incurred increased costs for the Project and will incur future costs for the Project as a result of the management of the contaminated soil and groundwater.

8. Honeywell has agreed to pay certain of the costs associated with the Project that the Village claims it has incurred or may incur for the management of the contaminated materials.

**NOW THEREFORE IN CONSIDERATION OF THE FOREGOING RECITALS,**  
Honeywell and the Village agree as follows:

A. COSTS

Honeywell has agreed to pay and the Village has agreed to accept one lump sum payment of \$475,000.00 in full and adequate satisfaction of costs that the Village has asserted, or could assert, that it incurred or will incur relative to the costs for the management of contaminated materials in connection with the Project (“Costs”). Upon receipt of payment, the Village agrees not to assert any claim against Honeywell for such Costs, including, but not limited to, personnel costs, attorneys’ fees, engineering and consulting costs, management, transportation, GAC treatment associated with the Project and disposal costs. It is acknowledged by the Parties that this

Agreement is limited to any claim the Village has or may assert against Honeywell for Costs as defined herein.

**B. RESERVATION OF RIGHTS**

1. The payments provided for herein by Honeywell shall not be construed as or used as evidence of any admission by Honeywell of any liability or that the payment of such costs is required under any law, rule, regulation, or Order. Moreover, Honeywell reserves all rights available to it regarding all matters not covered by this Agreement, and nothing in this Agreement shall waive, extinguish or modify any such rights.

2. The Village reserves all rights available to it regarding all matters not covered by this Agreement, and nothing in this Agreement shall waive, extinguish, or modify any such rights.

**C. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties with respect to the matters set forth herein, and it merges and supersedes all prior discussion, correspondence, proposals, agreements and understandings. This Agreement may not be modified, altered or amended except by a subsequent written instrument executed by the Parties.

**D. GOVERNING LAW**

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

**E. DRAFTING**

The language used in this Agreement shall be deemed language chosen and drafted by both Parties, in equal part, to express their mutual intent. No strict construction shall be applied against any Party. Each Party acknowledges that it has been represented by its own independent legal counsel when negotiating, drafting, and executing this Agreement.

F. REPRESENTATIONS

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.

G. EXECUTED IN COUNTERPARTS

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Honeywell International Inc.

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

Title:

Village of Hoosick Falls

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

Title: