

TOLLING AGREEMENT

THIS TOLLING AGREEMENT is dated and is effective as of _____, (“Effective Date”) by and between SAINT-GOBAIN PERFORMANCE PLACTICS CORPORATION (“Saint-Gobain”), HONEYWELL INTERNATIONAL INC. (“Honeywell”) and the VILLAGE OF HOOSICK FALLS (“Village”), hereinafter collectively “the Parties.”

WHEREAS, the Village alleges that it has incurred costs and suffered damages related to the presence of PFOA in the Village water supply. “Covered Claims” shall be defined herein as claims for monetary, injunctive, or other relief under any applicable federal or state statute or under the common law, relating to or concerning the Village’s alleged costs and damages relating to the presence of PFOA in the Village water supply (“Covered Claims”); and

WHEREAS, the Village alleges that Saint-Gobain and/or Honeywell have responsibility and/or liability concerning the Covered Claims;

WHEREAS, Saint-Gobain and Honeywell dispute such responsibility and/or liability; and

WHEREAS, the parties agree that is desirable, for the present time, to defer any litigation of the Covered Claims; and

WHEREAS, it is the mutual intent of the undersigned to defer any litigation or claims involving the undersigned parties related to the Covered Claims, without thereby altering the claims or defenses available to the parties, without prejudice to the rights of the parties, and subject to the provisions below.

NOW, THEREFORE, Saint-Gobain, Honeywell, and the Village, in order to facilitate orderly discussions between the parties for the purpose of avoiding immediate and potentially unnecessary litigation, and in consideration of the covenants made herein, and for good and sufficient consideration, stipulate and agree as follows:

1. The Parties are entering into this Tolling Agreement in order to allow cooperative discussions among the Parties, without costly and protracted litigation.

2. The Village agrees not to institute, prior to May 16, 2019, or prior to thirty days after receipt of a Termination Notice in accordance with paragraph 13, whichever date is earlier, an action asserting Covered Claims against Saint-Gobain and/or Honeywell.

3. That in computing the time period by which the Village may file an action asserting Covered Claims against Saint-Gobain and Honeywell, the time period between the effective date of this Tolling Agreement and May 16, 2019 or the time between that effective date and 30 days after a Termination Notice is received in accordance with paragraph 13 below, whichever time period is shorter (the Tolling Period), shall not be included in computing the running of any limitations period (whether statutory, contractual, or otherwise) or any other time-based defenses that may be applicable to the Covered Claims. This Tolling Agreement applies to any defense, legal or equitable, based upon the lapse of time, including but not limited to the statute of limitations, laches, estoppel, waiver, timely action or notice.

4. Saint-Gobain and Honeywell agree not to assert, plead or raise in any fashion whatsoever, whether by answer, motion or otherwise, in any action that the Village may initiate against Saint-Gobain and/or Honeywell, any defense to or avoidance of the Covered Claims based on the lapse of time during the Tolling Period.

5. The execution of this Tolling Agreement does not constitute an admission or acknowledgment of any liability with respect to or concerning the Covered Claims on the part of Saint-Gobain or Honeywell, or a waiver of any statute of limitations defense or other defense based on lapse of time except to the extent specifically provided by this agreement. The execution of this Tolling Agreement does not constitute an admission or acknowledgment on the part of the Village that any statute of limitations, or similar defense concerning the timeliness of commencing an action or proceeding, is applicable to any Covered Claims.

6. This Tolling Agreement is not intended to and shall not for any purpose be deemed to limit or adversely affect any defense, other than a statute-of-limitations defense or other defense based on lapse of time, that Saint-Gobain and Honeywell have, may have, or would have had in the absence of this Tolling Agreement. Nor does this Tolling Agreement waive or release any statutes of limitations or other defense based on lapse of time that could have been asserted before the Effective Date of this Tolling Agreement. Upon the termination of this agreement, Saint-Gobain and Honeywell will have all defenses available to it as of the Effective Date of agreement.

7. Saint-Gobain and Honeywell expressly reserve all rights which they may have in law or equity, except as set forth in this Tolling Agreement, to contest or defend any claim or cause of action the Village may assert or initiate against Saint-Gobain and/or Honeywell in any suit or action.

8. This Agreement is not intended to affect any claims by or against third parties.

9. This Tolling Agreement contains the entire agreement between Saint-Gobain, Honeywell, and the Village with respect to the tolling of any defense, legal or equitable, based on the lapse of time, and no statement, promise or inducement made by any party to this Tolling Agreement that is not expressly set forth herein will be valid or binding. This Tolling Agreement may not be altered except in a writing signed by authorized person(s) on behalf of Saint-Gobain, Honeywell, and the Village.

10. This Tolling Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all such counterparts when taken together shall constitute but one agreement. This agreement may be delivered by electronic transmission in portable document format of signed counterparts.

11. The undersigned representatives of Saint-Gobain, Honeywell, and the Village each certify that they are individually fully authorized to enter into and to bind such party to the terms and conditions of this Tolling Agreement.

12. Any notice, request, instructions or other document to be provided regarding or in accordance with the terms of this Tolling Agreement by any party to another party shall be in writing, and served by personal delivery, or mailed by certified mail, postage prepaid, return receipt requested (such personally delivered or mailed notice to be effective on the date actually received) or by electronic means as follows:

If to Honeywell, address to:

Dale Desnoyers, Esq.
Allen & Desnoyers LLP
90 State Street, Suite 1009
Albany, NY 12207
dale@allendesnoyers.com

If to Saint-Gobain, address to:

Christopher Gibson, Esq.
Archer & Greiner P.C.
One Centennial Square
Haddonfield, NJ 08033
cgibson@archerlaw.com

If to the Village, address to:

David A. Engel
Nolan & Heller, LLP
39 North Pearl Street
Albany, New York 12207
dengel@nolanandheller.com

13. This Tolling Agreement shall terminate automatically as of May 16, 2019 ("Expiration Date") as provided herein, unless extended in writing, signed by all the parties. This Tolling Agreement may be terminated at any time before the Expiration Date (or any new Expiration Date agreed to hereafter in writing) by any Party for any reason by providing thirty-days advance written notice of the intent to terminate to all Parties. Upon termination of this Agreement by such written notice ("Termination Notice"), the Tolling Period shall end at midnight thirty-days after the Termination Notice is received by the other Parties.

14. This Tolling Agreement is effective upon execution by all Parties, and without the requirement of filing with, or endorsement by, any court.

[Remainder of Page is Intentionally Left Blank]

VILLAGE OF HOOSICK FALLS

By: _____
DAVID ENGEL, ESQ.

Date: _____

SAINT-GOBAIN PERFORMANCE
PLASTICS CORP.

By: _____
CHRISTOPHER GIBSON, ESQ.

Date: _____

HONEYWELL INTERNATIONAL INC.

By: _____
DALE DESNOYERS, ESQ.

Date: _____