

**UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF MASSACHUSETTS**

CONSERVATION LAW FOUNDATION, INC.)))	
Plaintiff,)	Case No. 1:18-cv-11279-NMG
v.)	
MASSACHUSETTS DEVELOPMENT FINANCE AGENCY, et al.,)))	
Defendants.)	

SETTLEMENT AGREEMENT

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THIS SETTLEMENT AGREEMENT (the “Settlement Agreement”) is made this 22nd day of December 2020, by and among the Conservation Law Foundation, Inc. (“CLF”); the Massachusetts Development Finance Agency and Lauren A. Liss, Jay Ash, Brian Kavoogian, James E. Chisholm, James W. Blake, Karen Grasso Courtney, Patricia McGovern, Grace Fey, Rachel Madden, Juan Carlos Morales, and Christopher P. Vincze (collectively, “MassDevelopment”); and the Devens Enterprise Commission and William P. Marshall, William Castro, Dix Davis, Armen Demerijan, James E. DeZutter, Melissa Fetterhoff, Christopher Lilly, John Oelfke, Jim Pinard, Martin Poutry, J. Paul Routhier, and Eric Stoltzfus (collectively “DEC”) (all together, the “Parties”).

WHEREAS, on June 19, 2018, CLF commenced an action against MassDevelopment and DEC in the United States District Court, District of Massachusetts, entitled *Conservation Law Foundation, Inc. v Massachusetts Development Finance Agency, et al.*, Civil Action No. 1:18-cv-11279-NMG (“the Complaint”);

WHEREAS, the Complaint alleges certain violations of the Clean Water Act allegedly stemming from MassDevelopment and DEC’s discharge of stormwater;

WHEREAS, MassDevelopment and DEC deny liability under any and all claims asserted, and nothing in this Agreement shall be construed as an admission of any liability for any claim that was asserted or could have been asserted in the Complaint; and

WHEREAS, the Parties have agreed to resolve this dispute and all claims brought thereunder on the terms and conditions herein; and

WHEREAS, the terms and provisions of the Settlement Agreement have been negotiated at arm’s length and have been agreed to by the Parties in good faith.

NOW, THEREFORE, the Parties hereby agree:

I. DEFINITIONS

1. Unless otherwise provided herein, terms used in this Agreement that are defined in the CWA or in regulations promulgated under the CWA shall have the meaning ascribed to them in the CWA or the regulations promulgated thereunder. Whenever the terms listed below are used in this Agreement, the following definitions shall apply:

- a. “Agency Defendants” means the following individuals named as defendants in the CLF Complaint: Lauren A. Liss, Jay Ash, Brian Kavoojian, James E. Chisholm, James W. Blake, Karen Grasso Courtney, Patricia McGovern, Grace Fey, Rachel Madden, Juan Carlos Morales, and Christopher P. Vincze.
- b. “Agreement” means this Settlement Agreement and all appendices and exhibits attached hereto. In the event of conflict between the main body of this Agreement and any appendix or exhibit, this Agreement shall control.
- c. “Article” means a major portion of this Agreement identified by a Roman numeral.
- d. “Clean Water Act” or “CWA” means the Federal Water Pollution Control Act (commonly referred to as the Clean Water Act), as amended, 33 U.S.C. §§ 1251, *et seq.*, along with its implementing regulations.
- e. “CLF” means the Conservation Law Foundation, Inc.
- f. “CLF Complaint” or “Complaint” means the complaint filed by CLF against Defendants on June 19, 2018 in the above-captioned matter.
- g. “Capital Improvement Project” has the same meaning as the term “Improvements” in Massachusetts General Laws Chapter 23G Section 1.

- h. “Commission Defendants” means the following individuals named as defendants in their official capacity in the CLF Complaint: William P. Marshall, William Castro, Dix Davis, Armen Demerijan, James E. DeZutter, Melissa Fetterhoff, Christopher Lilly, John Oelfke, Jim Pinard, Martin Poutry, J. Paul Routhier, and Eric Stoltzfus.
- i. “Day” means a calendar day.
- j. “DEC” means the entity incorporated under the laws of the Commonwealth of Massachusetts and created by the Massachusetts Legislature by Chapter 498 of the Acts of 1993 known as the Devens Enterprise Commission, the Commission Defendants, and any other current and future officers, directors, commissioners, agents, successors, and assigns.
- k. “Defendants” means MassDevelopment and DEC.
- l. “Devens” means the Devens Regional Enterprise Zone created by the Commonwealth of Massachusetts with Chapter 498 of the Acts of 1993.
- m. “Devens MS4” means the municipal separate storm sewer system serving Devens that is owned and operated by MassDevelopment.
- n. “District Court” means the United States District Court for the District of Massachusetts.
- o. “Effective Date” means the Date upon which both of the following are satisfied: (i) this Agreement is signed by the Parties and (ii) 45 days have elapsed since service of this Agreement in accordance with Paragraph 20 without objection by the United States.

- p. “EPA” means the United States Environmental Protection Agency and any successor departments or agencies of the United States.
- q. “Green Infrastructure” means “the range of measures that use plant or soil systems, permeable pavement or other permeable surfaces or substrates, stormwater harvest and reuse, or landscaping to store, infiltrate, or evapotranspire stormwater and reduce flows to sewer systems or to surface waters” as defined in Section 502 of the Clean Water Act.
- r. “Green Infrastructure Project” means a project incorporating “Green Infrastructure” as the primary means of storing, infiltrating, or evapotranspiring stormwater and reducing flows to sewer systems or to surface waters.
- s. “Green Streets Policy” shall mean a directive at the local, state, regional, or federal level that encourages the use of green streets techniques to manage stormwater runoff from transportation facilities in a manner appropriate to the function and context of the relevant facility.
- t. “MassDEP” means the Massachusetts Department of Environmental Protection and any successor departments or agencies of the State.
- u. “MassDevelopment” means the body politic and corporate created under Section 2 of Chapter 23G of the General Laws of the Commonwealth of Massachusetts known as the Massachusetts Development Finance Agency, the Agency Defendants, and its current and future officers, directors, agents, successors, and assigns.
- v. “Mitigation Project” means an infrastructure project designed to mitigate adverse water quality impacts from (i) a previously completed project, or (ii) from

an area which has no stormwater treatment and management facilities, by improving the quality of stormwater runoff at an on-site or off-site location.

w. “NPDES” means the National Pollutant Discharge Elimination System.

x. “Paragraph” means a portion of this Agreement identified by an Arabic numeral, romanette, or a lower case letter.

y. “Parties” means CLF, MassDevelopment, and DEC.

z. “PFAS” means any chemical compound in the class of compounds designated as per- and polyfluoroalkyl substances.

aa. “Professional Engineer’s Stamp” means the professional seal required under 250 CMR 5.03.

bb. “Retrofit Project” means a project which updates a previously existing property or project to achieve the standards set forth in 974 CMR 3.04(4) and 974 CMR 4.08. As used herein, the term does not include the joint daylighting project for Willow Brook that MassDevelopment has proposed to the Town of Ayer.

cc. “State” means the Commonwealth of Massachusetts.

2. In this Agreement, unless the context otherwise requires:

a. words expressed in the singular number shall include the plural and vice versa; words expressed in the masculine shall include the feminine and neuter gender and vice versa;

b. references to Articles, Sections, Annexes, Attachments and Exhibits are references to articles, sections, annexes, attachments and exhibits of this Agreement;

c. the descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement;

d. the words “hereof”, “herein”, “hereto” and “hereunder”, and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any provision of this Agreement;

e. “include”, “includes”, and “including” are deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of similar import; and

f. references to “Dollars”, “dollars” or “\$” without more are to the lawful currency of the United States of America.

3. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next business day.

II. STORMWATER POLLUTION CONTROL

A. REGULATIONS

4. DEC shall undertake the promulgation process for the regulations described in Paragraphs 4-9 on the following schedule, subject to the procedures identified in the current edition of the “Regulations Manual” as published by the Secretary of the Commonwealth’s office:

a. Within ninety (90) days of the Effective Date, DEC will issue public notice of the proposed regulations;

- b. Within one hundred and eighty (180) days of the Effective Date, DEC will complete the public comment period and hold any required public hearing;
 - c. DEC will make best efforts to complete the state review and adoption process and publish the final regulations within three hundred and sixty-five (365) days of the Effective Date.
5. Within one hundred and eighty (180) days of the Effective Date, DEC will submit to its commissioners and MassDevelopment will submit to its Board of Directors and recommend approval and adoption of a Green Streets Policy applicable to Capital Improvement Projects that will be modelled on the Green Streets Policy for the National Capital Region adopted by the National Capital Region Transportation Planning Board on February 19, 2014.
6. DEC will, on the schedule described in Paragraph 4, undertake the promulgation process to revise its regulations at 974 CMR 4.00 Industrial Performance Standards and General Regulations and 4.08 General: Stormwater Management to explicitly require that all future flood management and culvert replacement projects assess, and to the maximum extent feasible implement, stream daylighting and channel connectivity.
7. MassDevelopment and DEC will work collaboratively to undertake the promulgation process, on the schedule described in Paragraph 4, to amend DEC's stormwater regulations to provide:
- a. The stormwater regulations shall apply to all projects under DEC review;
 - b. MassDevelopment will ensure that a minimum of twenty (20) percent of all Capital Improvement Projects undertaken in Devens that involve drainage infrastructure shall be Green Infrastructure Projects;

- c. All projects subject to DEC review shall require a Professional Engineer's Stamp certifying that the project complies with the requirements of 974 CMR 3.04(4) and 974 CMR 4.08.
- 8. DEC will, on the schedule described in Paragraph 4, undertake the promulgation process to amend its stormwater regulations to provide:
 - a. All development projects must manage all stormwater onsite, unless granted an exemption by DEC after a determination that this requirement is not feasible;
 - b. If a project is granted an exemption under sub-paragraph (a), all stormwater must satisfy the requirements of 974 CMR 3.04(4)(b) before being discharged to the Devens MS4;
 - c. If a project is granted an exemption from sub-paragraph (b):
 - i. The developer of the project shall propose a Mitigation Project to be implemented as a component of project approval; and
 - ii. DEC will publicize the project's annual Total Suspended Solids (TSS) removal worksheets on DEC's website.
- 9. MassDevelopment and DEC shall enter into a Memorandum of Understanding to provide for DEC to review the stormwater portions of MassDevelopment's projects at Devens.

B. STORMWATER RETROFIT PROJECTS

- 10. Within ten (10) years of the Effective Date, MassDevelopment shall complete four (4) Retrofit Projects. Two (2) of the Retrofit Projects shall be completed within five (5) years of the Effective Date.
- 11. The Retrofit Projects to be completed shall be chosen as follows:

a. Within three hundred and sixty-five (365) days of the Effective Date, MassDevelopment shall:

- i. provide a preliminary catchment area priority ranking, and
- ii. review existing stormwater management infrastructure in Devens for potential Retrofit Projects and develop a list of candidate projects, and
- iii. provide the list of candidate projects along with their associated catchment area to CLF.

b. Within four hundred and fifty (450) days of the Effective Date, MassDevelopment shall provide CLF with a ranked list of the eight (8) highest priority ranked Retrofit Projects from the candidate list and a proposal for implementation of the four (4) Retrofit Projects it proposes to satisfy Paragraph 10 above.

c. Within five hundred and forty (540) days of the Effective Date, CLF shall provide MassDevelopment with proposed changes, if any, to the four proposed Retrofit Projects identified by MassDevelopment

d. Within four hundred and eighty (480) days of the Effective Date, CLF and MassDevelopment shall confer in good faith to attempt to agree on the four highest ranked Retrofit Projects that MassDevelopment shall prioritize for completion under this Agreement. Notwithstanding the foregoing, MassDevelopment shall in its sole discretion determine which four Retrofit Projects shall be implemented.

12. MassDevelopment shall document the status of the Retrofit Projects each year in their annual report and shall provide CLF a copy until the four Retrofit Projects are completed.

13. MassDevelopment shall comply with all requirements of the Massachusetts Small MS4 General Permit. Any violation of any of the permit requirements above (or other permit requirements) shall not constitute a breach of this Agreement, but CLF retains all of its rights to bring a suit under the Clean Water Act or assert any other claim relating to such permit violation.

III. PAYMENTS

14. Within thirty (30) days of the Effective Date, MassDevelopment and DEC shall pay CLF the sum of \$257,500.00. This sum includes (a) attorneys' fees and costs incurred or to be incurred in this matter, including any future attorneys' fees and costs relating to the implementation or monitoring of compliance with this Agreement and (b) payment in lieu of establishing a supplemental environmental project fund, and shall be allocated as follows:

- a. MassDevelopment shall pay CLF \$232,500;
- b. DEC shall pay CLF \$25,000;
- c. Of the \$257,500.00, CLF shall use \$50,000.00 to engage a consultant to monitor PFAS conditions at Devens and the United States Army's response actions at Devens.

15. The payments to be made and obligations undertaken hereunder constitute full and complete satisfaction of CLF's claims in this lawsuit.

IV. RELEASES

16. CLF, for itself and any and all members, officers, directors, representatives, assigns, agents, consultants, employees, officers, and attorneys thereof, including those who have held positions in the past, (collectively the "CLF Releasing Parties") covenants not to sue and releases Defendants from any and all claims, causes of action, or liability to the extent

such claim, cause of action or liability is related to (1) the allegations in the CLF Complaint and (2) discharges from Devens occurring prior to the Effective Date. Without limiting the generality of the foregoing, this includes (a) any alleged unpermitted discharges from the Devens MS4, and (b) any discharges of PFAS or other substances.

17. Defendants covenant not to sue and release and discharge the CLF Releasing Parties from any and all claims, causes of action, or liability to the extent such claim, cause of action or liability is related to (1) the allegations in the CLF Complaint and (2) discharges from Devens occurring prior to the Effective Date. Without limiting the generality of the foregoing, this includes (a) any alleged unpermitted discharges from the Devens MS4, and (b) any discharges of PFAS or other substances.

18. Notwithstanding anything to the contrary contained herein, the Parties retain all rights necessary to enforce the terms of this Agreement, including by the filing of a lawsuit, provided the Parties first abide by the dispute resolution provisions in Article V. Neither this Agreement, nor the terms thereof, nor the performance of the terms thereunder by Defendants, shall constitute or be construed as an admission or acknowledgment by any Defendant of the factual or legal assertions contained in this Agreement or in CLF's Complaint, and Defendants retain the right to controvert in any subsequent proceedings, other than proceedings for the purpose of implementing or enforcing this Agreement, the validity of the facts or determinations contained in this Agreement or the Complaint. Neither this Agreement, nor terms thereof, nor performance of the terms thereunder, shall constitute or be construed as an admission or acknowledgment by any Defendant of any liability, or an admission of violation of any law, by such Defendant or by its/their officers, directors, employees, agents, successors, or assigns.

19. Except as provided in Paragraph 16, CLF does not, by consent to the Agreement, warrant or aver in any manner that Defendants' compliance with this Agreement will constitute or result in compliance with federal, state or local laws and regulations. Nothing in this Agreement shall be construed to affect or limit in any way the obligation of Defendants to comply with all federal, state, and local laws and regulations governing any activity required by this Agreement.

V. DISMISSAL AND DISPUTE RESOLUTION

20. Upon signing of this Agreement by the Parties, CLF shall send copies of the fully-executed Settlement Agreement to the Administrator, Environmental Protection Agency ("EPA"), Washington, DC 20460, as well as to the United States Department of Justice ("DOJ"), Citizen Suit Coordinator, Environment and Natural Resources Division Law and Policy Section, P.O. Box 7415, Ben Franklin Station, Washington, D.C. 20044-7415. Once the Settlement Agreement has been sent to EPA and DOJ, the Parties will await conclusion of a 45-day review period from date of receipt by DOJ.

21. The Parties shall jointly file a Stipulation of Dismissal substantially in the form attached hereto as Exhibit A, within seven (7) days after the following conditions are met:

- a. The Effective Date has passed; and
- b. Defendants have made the payment to CLF as set forth in Paragraph 14 above.

22. The Parties shall negotiate in good faith and use reasonable efforts to resolve any dispute, controversy, or claim arising from or related to this Agreement, including breach of this Agreement.

23. If the Parties cannot resolve a dispute, controversy, or claim arising from or related to this Agreement through good faith negotiation, the Parties shall submit the dispute to a

neutral mediator (the “Mediator”). Though neither Party waives its rights under State or Federal law, or any other applicable law, to bring an action to enforce the terms of this Agreement, before bringing such an action, the dispute shall be mediated in accordance with the provisions of this Article.

24. A Party seeking to mediate a dispute arising from or related to this Agreement shall provide each other Party related to the dispute with a Mediation Notice. The Mediation Notice shall set forth the brief factual background of the dispute sought to be mediated and the Party’s position with respect to such dispute. Each recipient of the Mediation Notice shall have thirty (30) days either to respond to such Notice or, in the event of a dispute concerning a Notice recipient’s alleged noncompliance with this Agreement, cure any alleged noncompliance.

25. Within thirty (30) days of the receipt of a response to a Mediation Notice, if the Parties cannot informally resolve their dispute, they shall commence mediation. The mediation shall take place in Boston, Massachusetts at a mutually agreeable time and location. The Mediator shall be chosen jointly by the parties. If the Mediator is not available at the desired time and location, the Parties shall designate another mutually acceptable Mediator, or shall agree to postpone the mediation until the Mediator is available, where such postponement may not exceed ninety (90) days. The Parties shall negotiate in good faith and use their best efforts to resolve any dispute concerning the terms of this Agreement. The Parties shall engage in at least a full day of mediation in an effort to resolve their dispute, unless the Mediator concludes such negotiations are fruitless. The costs of the Mediator shall be borne equally by the Parties participating in the mediation.

26. The Parties will assent to the District Court's exercise of supplemental jurisdiction over any claim to enforce the terms of this Agreement.

VI. PRESS RELEASE

27. The Parties agree to exchange drafts of any press releases relating to this dispute or Agreement at least five (5) days prior to publication.

VII. MISCELLANEOUS PROVISIONS

28. **Modification.** This Agreement may be modified only upon written consent of the Parties.

29. **Entire Agreement.** This Agreement constitutes the entire and exclusive agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written, among the Parties.

30. **Notices.** Any notice, demand, copies of documents and other communications required to be made under the provisions of this Agreement (collectively, "Notices") by any Party hereto shall be effective only if in writing and (a) emailed and (b) (i) personally served, (ii) mailed by United States registered or certified mail, return receipt requested, postage prepaid, or (iii) sent by a nationally recognized courier service (i.e., Federal Express) for next-day delivery, to be confirmed in writing by such courier. Notices shall be directed to the Parties at their respective addresses set forth below. Notices given in the foregoing manner shall be deemed to be given when (a) sent via email and (b) (i) actually received or refused by the party to whom sent if delivered by courier, or (ii) if mailed, on the day of actual delivery as shown by the addressee's registered or certified mail receipt or at the expiration of three (3) business days after the date of mailing, whichever first occurs.

Notices for CLF shall be sent to:

Christopher Kilian
Conservation Law Foundation
15 East State St., Suite 4
Montpelier, VT 05602
ckilian@clf.org
gli@clf.org

With a copy to:

Conservation Law Foundation
62 Summer Street
Boston, MA 02110
paralegal@clf.org

Notices for MassDevelopment or the Agency Defendants shall be sent to:

General Counsel
Massachusetts Development Finance Agency
99 High Street
Boston, MA 02210

With a copy to:

Jonathan M. Ettinger, Esq.
Foley Hoag LLP
155 Seaport Boulevard
Boston, MA 02210
jettinger@foleyhoag.com

Notices for DEC or the Commission Defendants shall be sent to:

Peter Lowitt, Director
Devens Enterprise Commission
33 Andrews Parkway
Devens, MA 01434
peterlowitt@devensec.com

With copies to:

Luke H. Legere, Esq.
McGregor & Legere, P.C.
15 Court Square, Suite 500
Boston, MA 02108
llegere@mcgregorlaw.com

and

James B. Lampke, Esq.
Lampke Law, LLC
115 North Street
Hingham, MA 02043
james.lampke@lampkelaw.com

Each Party shall promptly notify the other Party of any change in the above-listed contact information by using the procedures set forth in this Paragraph.

31. **Authorization.** Each person signing this Agreement represents and warrants that s/he has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

32. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, heirs, executors, administrators, successors, officers, directors, agents, attorneys, employees and permitted assigns.

33. **Interpretation.** The provisions contained herein shall not be construed in favor of or against any Party because that Party or its counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement, and any rules of construction to the contrary are hereby specifically waived. The terms of this Agreement were negotiated at arm's length by the Parties hereto.

34. **Headings.** The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

35. **Counterparts.** Facsimile, electronic and scanned signatures shall be deemed to be originals for all purposes. Copies of the original Agreement, whether transmitted by facsimile or other means, shall be effective. This Agreement may be signed in counterparts.

36. **Severability.** In the event that any of the provisions of this Agreement are held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

37. **Force Majeure.** For purposes of this Agreement, a “Force Majeure event” is defined as any event arising from causes beyond the control of a Party, including its contractors and subcontractors, that delays or prevents the timely performance of any obligation under this Agreement notwithstanding that Party’s best efforts to avoid the delay. The deadline for the responsibility to perform any action under this Agreement may be extended for up to the number of days of nonperformance caused by the Force Majeure event, provided the delayed Party complies with the notice requirements of Paragraph 30 (Notices). Examples of events that may constitute Force Majeure events include fire, floods, earthquakes, severe weather events, wars, acts of governmental authority, acts of God, epidemics (including, without limitation, COVID-19 and its impacts), pandemics, or contagion. Examples of events that are not Force Majeure events include, but are not limited to, normal inclement weather, unanticipated or increased costs or expenses of work, a Party’s financial difficulty in performing such work and acts or omissions attributable to a Party’s contractors or representatives.

38. If any event occurs that may delay or prevent the performance of any obligation under this Agreement, whether or not caused by a Force Majeure event, the Party incurring the delay shall notify the other Parties via email within seven (7) Days after the Party incurring the delay first knew or should have known that the event might cause a delay. Within seven (7) additional Days thereafter, the Party incurring the delay shall submit to the other Parties, at the addresses specified in Paragraph 30 (Notices), a written explanation

of the cause(s) of any actual or expected delay or noncompliance, the anticipated duration of any delay, the measure(s) taken and to be taken to prevent or minimize the delay, a proposed schedule for the implementation of such measures. Notifications required by this Paragraph shall be provided consistent with the contact information provided in Paragraph 30. Nothing in this Agreement should be taken to change or amend existing reporting requirements established by MassDEP or EPA.

39. **Subordination to Federal Authority.** The Parties acknowledge that MassDevelopment has legally binding obligations to the federal government under the specific federal statutes, regulations, grant assurances, and agreements and instruments conveying the property of the former Fort Devens Army Base to the Commonwealth of Massachusetts. By signing this Agreement, MassDevelopment acknowledges that it has conducted an independent evaluation of the terms of this Agreement, has concluded that the terms of this Agreement are not in conflict with any applicable laws and agreements.

VIII. ATTACHMENTS

40. The following is attached hereto:
- a. Exhibit A – Stipulation of Dismissal.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

CONSERVATION LAW FOUNDATION, INC.

By Bradley Campbell, its President,

Bradley M. Campbell

Date: 23 December 2020

MASSACHUSETTS DEVELOPMENT FINANCE AGENCY

By Lauren A. Liss, its President and CEO,

Date: _____

JAY ASH, BRIAN KAVOOGIAN, JAMES E. CHISHOLM, JAMES W. BLAKE, KAREN GRASSO COURTNEY, PATRICIA MCGOVERN, GRACE FEY, RACHEL MADDEN, JUAN CARLOS MORALES, and CHRISTOPHER P. VINCZE, in their official capacity as MassDevelopment Finance Agency officers and board members,

By Jonathan Ettinger, their attorney,

Date: _____

DEVENS ENTERPRISE COMMISSION

By Peter C. Lowitt, its Director,

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

CONSERVATION LAW FOUNDATION, INC.

By Bradley Campbell, its President,

Date: _____

MASSACHUSETTS DEVELOPMENT FINANCE AGENCY

By Lauren A. Liss, its President and CEO,

Lauren A. Liss

Date: 12.23.2020

JAY ASH, BRIAN KAVOOGIAN, JAMES E. CHISHOLM, JAMES W. BLAKE, KAREN GRASSO COURTNEY, PATRICIA MCGOVERN, GRACE FEY, RACHEL MADDEN, JUAN CARLOS MORALES, and CHRISTOPHER P. VINCZE, in their official capacity as MassDevelopment Finance Agency officers and board members,

By Jonathan Ettinger, their attorney,

Jonathan M. Ettinger

Date: December 24, 2020

DEVENS ENTERPRISE COMMISSION

By Peter C. Lowitt, its Director,

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

CONSERVATION LAW FOUNDATION, INC.

By Bradley Campbell, its President,

Date: _____

MASSACHUSETTS DEVELOPMENT FINANCE AGENCY

By Lauren A. Liss, its President and CEO,

Date: _____

JAY ASH, BRIAN KAVOOGIAN, JAMES E. CHISHOLM, JAMES W. BLAKE, KAREN GRASSO COURTNEY, PATRICIA MCGOVERN, GRACE FEY, RACHEL MADDEN, JUAN CARLOS MORALES, and CHRISTOPHER P. VINCZE, in their official capacity as MassDevelopment Finance Agency officers and board members,

By Jonathan Ettinger, their attorney,

Date: _____

DEVENS ENTERPRISE COMMISSION


By Peter C. Lowitt, its Director,



Date: 12-23-2020

WILLIAM P. MARSHALL, WILLIAM CASTRO, DIX DAVIS, ARMEN DEMERIJAN, JAMES E. DEZUTTER, MELISSA FETTERHOFF, CHRISTOPHER LILLY, JOHN OELFKE, JIM PINARD, MARTIN POUTRY, J. PAUL ROUTHIER, AND ERIC STOLTZFUS, in their official capacity as Devens Enterprise Commission officers and board members,

By Luke H. Legere, their attorney,



Date: 12/22/20

EXHIBIT A

**UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF MASSACHUSETTS**

CONSERVATION LAW FOUNDATION, INC.)	
)	
Plaintiff,)	
)	Case No. 1:18-cv-11279-NMG
v.)	
)	
MASSACHUSETTS DEVELOPMENT)	
FINANCE AGENCY, et al.,)	
)	
Defendants.)	

JOINT STIPULATION OF DISMISSAL WITH PREJUDICE

Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), the undersigned parties (“the Parties”) hereby stipulate to the dismissal of the above-entitled action, including all claims, with prejudice and without costs or attorneys’ fees.

Dated: [X] January, 2021

Respectfully submitted,

CONSERVATION LAW
FOUNDATION, INC.

By its Attorney,

MASSACHUSETTS
DEVELOPMENT FINANCE
AGENCY
AND ITS INDIVIDUALLY-
NAMED OFFICERS AND
BOARD MEMBERS

By their Attorney,

DEVENS ENTERPRISE
COMMISSION
AND ITS INDIVIDUALLY-
NAMED OFFICERS AND
BOARD MEMBERS

By their Attorney,

DRAFT

Ian Coghill
BBO #685754
Conservation Law
Foundation
62 Summer St
Boston, MA 02110
(617) 850-1739
icoghill@clf.org

DRAFT

Jonathan M. Ettinger
BBO #552136
Foley Hoag LLP
155 Seaport Boulevard
Boston, MA 02210
(617) 832-1195
jettinger@foleyhoag.com

DRAFT

Luke H. Legere, Esq.
BBO #664286
McGregor & Legere, P.C.
15 Court Square, Suite 500
Boston, MA 02108
(617)338-6464 x 126
llegere@mcgregorlaw.com

CERTIFICATE OF SERVICE

I hereby certify that on this [x]th day of January 2021, I electronically filed the foregoing document using the CM/ECF system, which will send notification of such to all counsel of record via the CM/ECF system.

DRAFT
Rachel C. Hutchison