

STATE OF NEW HAMPSHIRE  
BOARD OF TAX AND LAND APPEALS  
27872-14PT, 28036-15PT, 28644-16PT, 29180-17PT  
New Hampshire Electric Cooperative, Inc.

v.

Town of Chester

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is made and entered into as of March \_\_, 2019, between the New Hampshire Electric Cooperative, Inc. ("NHEC") and the Town of Chester, New Hampshire (the "Town") (collectively, the "Parties").

Whereas, NHEC owns taxable property in the Town, including, but not limited to electric distribution and/or transmission improvements, land, improvements, easements, and use of the municipal rights-of-way, amongst other taxable property ("Subject Property");

Whereas, the Town assessed NHEC for the net taxable value of the Subject Property for Tax Years 2014, 2015, 2016, 2017 and 2018 ("Disputed Tax Years") as follows: \$6,467,000 for Tax Year 2014, \$6,151,100 for Tax Year 2015; \$5,901,000 for Tax Year 2016; \$5,474,200 for Tax Year 2017; and \$5,327,600 for Tax Year 2018.

Whereas, NHEC has appealed the Town's assessments of the Subject Property for Tax Years 2014, 2015, 2016, and 2017 with the New Hampshire Board of Tax and Land Appeal, those cases having Docket Numbers 27872-14PT, 28036-15PT, 28644-16PT, 29180-17PT ("BTLA Appeals");

Whereas, NHEC has timely filed an application for abatement with the Town's Board of Selectmen with regard to the Town's assessment of the Subject Property for Tax Year 2018;

Whereas, additional litigation of the Disputed Tax Years over the assessed value of the Subject Property would involve significant expense, time and risk on the part of both Parties, and a final decision on such litigation would not likely be rendered in the near future, thereby causing financial uncertainties for both NHEC and the Town; and

Whereas, in order to avoid the costs, risks and inconvenience of litigation, NHEC and the Town desire to settle and resolve the Disputed Tax Years and avoid litigation associated with future tax years through 2020.

NOW, THEREFORE, NHEC and the Town agree as follows:

**1. Refund**

A. To settle and resolve the BTLA Appeals and any future litigation involving Tax Years 2018-2020, NHEC shall receive a refund in the total amount of \$115,650.00 (the "Refund"), to be realized as set forth in Section 2 below. The Refund is without interest or other costs, which NHEC waives.

B. No further refunds, abatements, interest, costs, or other sums or expenses shall be due or owed to NHEC by the Town regarding property assessment matters for the Disputed Tax Years.

**2. Credits**

The entire Refund shall be realized by NHEC, without interest, in the form of a series of credits to be applied as follows:

- a. The Town shall provide \$19,275.00 of the Refund in the form of a credit for the taxes imposed by the Town on or around June 1, 2019 and payable on or around July 1, 2019;
- b. The Town shall provide \$19,275.00 of the Refund in the form of a credit for the taxes imposed by the Town on or around December 1, 2019 and payable on or around January 1, 2020;
- c. The Town shall provide \$19,275.00 of the Refund in the form of a credit for the taxes imposed by the Town on or around June 1, 2020 and payable on or around July 1, 2020;
- d. The Town shall provide \$19,275.00 of the Refund in the form of a credit for the taxes imposed by the Town on or around December 1, 2020 and payable on or around January 1, 2021;
- e. The Town shall provide \$19,275.00 of the Refund in the form of a credit for the taxes imposed by the Town on or around June 1, 2021 and payable on or around July 1, 2021; and
- f. The Town shall provide \$19,275.00 of the Refund in the form of a credit for the taxes imposed by the Town on or around December 1, 2021 and payable on or around January 1, 2022.

**3. Release and Disposition of the Litigation**

A. NHEC hereby waives and releases the Town from any and all claims to a refund for or any additional abatement of any taxes paid to the Town for the Disputed Tax Years and further releases and waives any and all claims to any interest, costs, or other sums or expenses

which NHEC alleges, has alleged, or may allege are due to NHEC by the Town as a result of any alleged over-assessment of the Subject Property for the Disputed Tax Years.

B. Within 10 days after full execution of this Agreement, NHEC shall file the Settlement Agreement with the BTLA and request that the above-referenced appeals be closed in light of the Settlement Agreement. NHEC agrees and understands that the closure of the BTLA appeals as a result of the Settlement Agreement shall be with prejudice, and no further action shall be filed or commenced by the Town or NHEC with regard to the Disputed Tax Years, except to the extent necessary to enforce the terms of this Agreement.

#### **4. Future Assessments**

A. For Tax Year 2018, notwithstanding any other statutory or other legal requirements, the Parties agree that for the purposes of implementing the "5-year implementation period" of HB 700, or similar legislation enacted in the 2019 Legislative Session, relative to valuation of utility company assets for local property, if it is enacted by the New Hampshire Legislature, the "final locally assessed value effective April 1, 2018" of all of the Subject Property in the Town, in the aggregate, for NHEC shall be \$4,262,080 (80% of the original 2018 assessment). However, for Tax Year 2018, NHEC shall not be entitled to any abatement or refund based on this reduction.

B. For the Tax Years 2019 and 2020, the assessment of all of the Subject Property in the Town, in the aggregate, for NHEC shall be \$4,262,080, subject to adjustments for additions and/or deletions, which shall be equalized at 100%, regardless of the Town's median equalization ratio as determined by the New Hampshire Department of Revenue Administration. Any additions shall be applied to the Tax Year 2019 and 2020 Assessments based on the then current net book value as of the year of assessment, plus any additional CWIP (Construction Work in Progress) and/or CIAC (Contribution in Aid of Construction) reflected at the actual costs incurred as of 2018 and/or 2019, respectively. Any deletions shall be applied to the above referenced Assessments based on the then current net book value of the retired assets in the year of retirement. The Town understands additions and deletions will be calculated based on NHEC's existing mass-average accounting principles.

C. The above-listed agreed upon Assessments are the result of good faith settlement negotiations between the Parties to resolve any and all disputes regarding the Disputed Tax Years and any disputes regarding Tax Years 2018, 2019 and 2020.

D. With respect to Tax Years 2019 and 2020, NHEC agrees that it will not to seek any abatement except for, if NHEC deems it necessary in its sole discretion, with respect to the Town's assessment on additions and deletions of real property in the Town for those two tax years.

#### **5. Disclosure of Data and Information**

A. In accordance with its standard reporting procedures, NHEC shall provide the Town or the Town's contract assessor annually a report on the original cost and net book value

of its Property in the Town, based on NHEC's existing accounting records including records of the actual costs for CIAC and CWIP.

B. NHEC shall make a good faith effort to provide the requested data and information in Excel or Word format within sixty (60) days of any request.

C. NHEC may reasonably condition the disclosure of any data and information pursuant to this Agreement upon the execution of a non-disclosure agreement between NHEC, the Town, and the Town's contract assessor.

#### **6. No Admissions**

A. This Agreement is intended solely to resolve the litigation over the Disputed Tax Years and to avoid similar litigation of future tax years covered by this Agreement. Nothing in this Agreement or the prior Memorandum of Understanding dated February 28, 2019 ("MOU") is intended to be or shall constitute an admission by either party for any purpose whatsoever.

B. Neither this Agreement nor the MOU shall be used by NHEC, the Town, or any other person as evidence or referenced in any other manner in any matter or proceeding of any kind, including other proceedings against any other municipalities, except that this Agreement and the MOU may be used as evidence in any suit or proceeding to enforce the terms of this Agreement. The agreed upon assessments, as described in this Agreement, will not be the basis for any future assessment of the subject property beyond the terms of this Agreement.

#### **7. Miscellaneous Provisions**

A. Each of the Parties represents and warrants that it has full power and authority to enter into and execute this Agreement, and that all applicable laws ordinances, rules and procedures have been satisfied in the approval and execution of this Agreement.

B. This Agreement may not be changed, altered, modified or waived except by written amendment entered into by the Parties or their successors-in-interest.

C. This Agreement shall not be construed more strictly against one party than the other merely by virtue of the fact that it has been prepared initially by counsel for one of the Parties, it being recognized that both the Town and NHEC and their respective counsel have had a full and fair opportunity to negotiate and review the terms and provisions of this Agreement and to contribute to its substance and form.

D. This Agreement shall be binding on the Parties' successors and assigns, including future Boards of Selectmen. In the event of a material breach of this Agreement, the non-breaching party may pursue any remedy available to it either in law or in equity, including an action for injunctive relief or to compel specific performance of this Agreement.

E. The Parties acknowledge that this Agreement constitutes a full, final and complete settlement of their differences with regard to the subject matter hereof and supersedes any and all

other written or oral communications or understandings between or among them related hereto. The Parties further acknowledge that this Agreement contains the sole and entire agreement between the Parties related to the subject matter of this agreement.

F. This agreement shall be governed by the laws of the State of New Hampshire, without regard to its choice of law principles.

G. This Agreement may be executed in counterparts, which shall then be read together and shall constitute for all purposes a single, binding agreement.

H. No representations or warranties have been made by either party to the other or by anyone else except as expressly set forth in this Agreement, and this Agreement is not being executed in reliance upon any representation or warranty not expressly set forth herein.

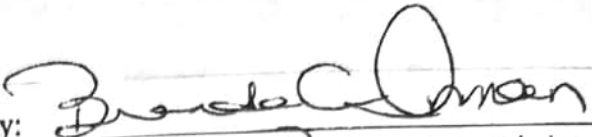
I. This Agreement has been approved by the Chester Board of Selectmen at a duly called and noticed public meeting held on the \_\_\_ day of \_\_\_\_\_, 2019.

This Agreement is EXECUTED by the undersigned, duly authorized representatives of the Parties.

[SIGNATURE PAGE TO FOLLOW]

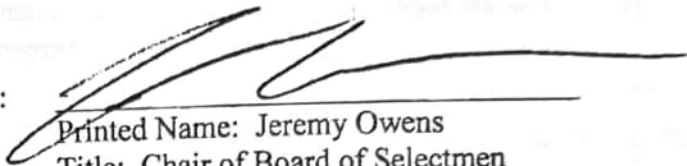
NEW HAMPSHIRE ELECTRIC  
COOPERATIVE, INC.

Dated: 3-18, 2019

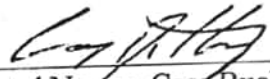
By:   
Printed Name: Branda C Inman  
Title: VP of Financial Services/CFO

TOWN OF CHESTER

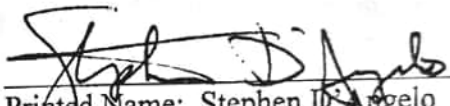
Dated: 3-14, 2019

By:   
Printed Name: Jeremy Owens  
Title: Chair of Board of Selectmen

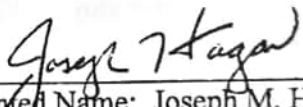
Dated: 3-14, 2019

By:   
Printed Name: Cass Buckley  
Title: Vice-Chair of Board of Selectmen

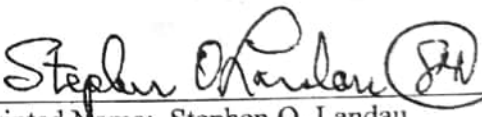
Dated: 3-14, 2019

By:   
Printed Name: Stephen D. Angelo  
Title: Member

Dated: 03-14, 2019

By:   
Printed Name: Joseph M. Hagan  
Title: Member

Dated: 03-14, 2019

By:   
Printed Name: Stephen O. Landau  
Title: Member

ROCKINGHAM, SS.

THE STATE OF NEW HAMPSHIRE

SUPERIOR COURT

Granite State Telephone, Inc.

v.

Town of Chester

Docket Nos. 218-2012-CV-01208, 218-2013-CV-00926, 218-2014-CV-00934,  
218-2015-CV-00963, 218-2016-CV-00912, 218-2017-CV-00974

**CONSENT DECREE**

NOW COMES the Plaintiff, Granite State Telephone, Inc. ("Granite State Telephone"), and the Defendant, Town of Chester ("Town"), and hereby agree as follows:

1. Subject to the terms of this Consent Decree, the Parties hereby agree to the settlement of the tax appeal cases listed above.
2. The settlement addressed herein is reached by both Parties and is a compromise of disputed claims reached for the purpose of bringing to a close lengthy and expensive litigation and without either Party intending to admit or acknowledge the merit of arguments or positions taken by the opposing Party. Nothing in this Settlement Agreement shall be construed as an admission of liability by any Party. This Consent Decree shall not be used by either party or any other person as evidence or referenced in any other manner in any matter or proceeding of any kind, including other proceedings against any other municipalities, except that this Consent Decree may be used as evidence in any suit or proceeding to enforce the terms of this Consent Decree. The Settlement Amount reflected below, and the methodologies used to calculate that Settlement Amount, will not be the basis for any future assessment of the property owned by Granite State Telephone in subsequent tax years. Further, the details of how these settlements were reached or what they were

based on, shall not be admissible in any subsequent litigation, involving the Town or any other municipality, except as already provided above in relation to the enforcement of this Consent Decree.

3. The Town shall pay to Granite State Telephone the gross sum of \$197,103.36 (the "Settlement Amount"). The Settlement Amount shall be payable, and the Town shall tender payment in full on or before December 31, 2021. For the purposes of this Paragraph 3, tender payment shall mean to (i) deposit the Settlement Amount in the U.S. Mail as evidenced by the U.S. Postal Service's postmark or (ii) delivery of the Settlement Amount to an overnight courier of national standing (i.e., Federal Express, United Parcel Service or similar courier). Except as provided in Paragraph 4, no further interest or costs shall be payable to Granite State Telephone, and no interest shall accrue on the Settlement Amount.

4. If the Settlement Payment is not received by the date set forth in Paragraph 3, any outstanding and overdue balance shall accrue interest at the rate of twelve (12%) percent per annum added to the outstanding balance, and this interest rate will apply in the event of any suit or proceeding to enforce the terms of this Consent Decree

5. The Town may pre-pay the Settlement Amount prior to the dates set forth in Paragraph 3 without penalty.

6. The Settlement Amount required by this Consent Decree shall be made payable to Granite State Telephone, and mailed to: Granite State Telephone, Inc., 600 S Stark Highway, Weare, NH 03281.

7. Within 10 days of the execution of this Consent Decree, the parties will execute and file docket markings with the court indicating "Neither Party, No Interest, No Costs, No further action for the same cause."



8. Granite State Telephone hereby waives and releases the Town from any and all claims to a refund for or any abatement of any taxes paid to the Town for tax years 2011 through 2019 and further releases and waives any and all claims to any monies, tax refund, interest, costs, or other sums or expenses which Granite State Telephone alleges, has alleged, or may allege are due and owed to Granite State Telephone by the Town arising out of the Town's assessment and taxation of Granite State Telephone for tax years 2011 through 2019. In return, the Town hereby waives and releases Granite State Telephone from any further assessment of any taxes or other form of imposition of taxes by the Town of the Town's fiscal years 2011 through 2019 and further releases and waives any and all claims to any monies, interest, costs, or other sums or expenses which the Town alleges, has alleged, or may allege are due and owed to the Town by Granite State Telephone arising out of the Town's assessment and taxation of Granite State Telephone for tax years 2011 through 2019 and the tax appeal cases filed by Granite State Telephone related to same.

9. The undersigned certify that they have read this Consent Decree and fully understand its terms and voluntarily sign this Consent Decree for the purpose of making a full and final settlement of all released claims, counterclaims, and causes of action, as set forth more fully above.

10. Each Party warrants and represents for itself that (a) it has full power, legal capacity and authority to enter into and perform this Settlement Agreement, (b) all proceedings required to be taken and all consents required to be obtained to authorize the execution and performance of this Consent Decree have been properly taken and obtained, and (c) this Consent Decree constitutes the legal, valid and binding obligation of that Party, enforceable in accordance with its terms, and (d) Granite State Telephone has not assigned its rights to any of the claims waived and released under Paragraph 8. Each individual signing this Consent Decree on behalf of a Party

expressly warrants and represents that he or she has the full authority to sign on behalf of such party for the purpose of duly binding it to this Consent Decree.

11. This Consent Decree contains and constitutes the entire understanding and agreement among the Parties respecting their settlement and supersedes and cancels all previous negotiations, agreements, commitments and writings in connection herewith. This Consent Decree may not be changed, altered, modified, or waived except by written amendment entered into by the Parties or their successors-in-interest.

12. This Consent Decree shall be binding on the Parties' successors and assigns.

13. This Consent Decree shall be governed by the laws of the State of New Hampshire, without regard to its choice of law principles.

14. This Consent Decree may be executed in counterparts, which shall then be read together and shall constitute for all purposes a single, binding agreement.

15. No representations or warranties have been made by either Party to the other or by anyone else except as expressly set forth in this Consent Decree, and this Consent Decree is not being executed in reliance upon any representation or warranty not expressly set forth herein.

16. This Consent Decree shall be effective as of the date of the last Party's signature below.

[SIGNATURE PAGE TO FOLLOW]

**GRANITE STATE TELEPHONE, INC.**

DATED: \_\_\_\_\_

By \_\_\_\_\_  
Its Duly Authorized \_\_\_\_\_

**TOWN OF CHESTER**

DATED: \_\_\_\_\_

By \_\_\_\_\_  
Its Duly Authorized \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_, J., SO ORDERED

THE STATE OF NEW HAMPSHIRE

ROCKINGHAM, SS.

SUPERIOR COURT

Consolidated Communications of Northern New England Company, LLC (f/k/a Northern New England Telephone Operations, LLC d/b/a FairPoint Communications – NNE)

v.

Town of Chester

Docket Nos. 218-2013-CV-00930, 218-2014-CV-00938,  
218-2015-CV-00939, 218-2016-CV-00916

**CONSENT DECREE**

NOW COMES the Plaintiff, Consolidated Communications of Northern New England Company, LLC (“Consolidated Communications”), and the Defendants, Town of Chester (“Town”), and hereby agree as follows:

1. Subject to the terms of this Consent Decree, the Parties hereby agree to the settlement of the tax appeal cases listed above.
2. The settlement addressed herein is reached by both Parties and is a compromise of disputed claims reached for the purpose of bringing to a close lengthy and expensive litigation and without either Party intending to admit or acknowledge the merit of arguments or positions taken by the opposing Party. Nothing in this Settlement Agreement shall be construed as an admission of liability by any Party. This Consent Decree shall not be used by either party or any other person as evidence or referenced in any other manner in any matter or proceeding of any kind, including other proceedings against any other municipalities, except that this Consent Decree may be used as evidence in any suit or proceeding to enforce the terms of this Consent Decree. The Settlement Amount reflected below, and the methodologies used to calculate that Settlement Amount, will

not be the basis for any future assessment of the property owned by Consolidated Communications in subsequent tax years. Further, the details of how these settlements were reached or what they were based on, shall not be admissible in any subsequent litigation, involving the Town or any other municipality, except as already provided above in relation to the enforcement of this Consent Decree.

3. The Town shall pay to Consolidated Communications the gross sum of \$47,433.60 (the "Settlement Amount"). The Settlement Amount shall be payable, and the Town shall tender payment, in full on or before December 31, 2021. For the purposes of this Paragraph 3, tender payment shall mean to (i) deposit the Settlement Amount in the U.S. Mail as evidenced by the U.S. Postal Service's postmark or (ii) delivery of the Settlement Amount to an overnight courier of national standing (i.e., Federal Express, United Parcel Service or similar courier). Except as provided in Paragraph 4, no further interest of costs shall be payable to Consolidated Communications, and no interest shall accrue on the Settlement Amount.

4. If the Settlement Payment is not received by the date set forth in Paragraph 3, any outstanding and overdue balance shall accrue interest at the rate of twelve (12%) percent per annum added to the outstanding balance, and this interest rate will apply in the event of any suit or proceeding to enforce the terms of this Consent Decree.

5. The Town may pre-pay the Settlement Amount prior to the date set forth in Paragraph 3 without penalty.

6. The Settlement Amount required by this Consent Decree shall be made payable to Consolidated Communications, and mailed to: Consolidated Communications of NNE, 2116 South 17<sup>th</sup> Street, C/O Tax Dept., Mattoon, IL 61938.

7. Within 10 days of the execution of this Consent Decree, the parties will execute and file docket markings with the court indicating “Neither Party, No Interest, No Costs, No further action for the same cause.”

8. Consolidated Communications hereby waives and releases the Town from any and all claims to a refund for or any abatement of any taxes paid to the Town for tax years 2011 through 2019 and further releases and waives any and all claims to any monies, tax refund, interest, costs, or other sums or expenses which Consolidated Communications alleges, has alleged, or may allege are due and owed to Consolidated Communications by the Town arising out of the Town’s assessment and taxation of Consolidated Communications for tax years 2011 through 2019. In return, the Town hereby waives and releases Consolidated Communications from any further assessment of any taxes or other form of imposition of taxes by the Town of the Town’s fiscal years 2011 through 2019 and further releases and waives any and all claims to any monies, interest, costs, or other sums or expenses which the Town alleges, has alleged, or may allege are due and owed to the Town by Consolidated Communications arising out of the Town’s assessment and taxation of Consolidated Communications for tax years 2011 through 2019 and the tax appeal cases filed by Consolidated Communications related to same.

9. The undersigned certify that they have read this Consent Decree and fully understand its terms and voluntarily sign this Consent Decree for the purpose of making a full and final settlement of all released claims, counterclaims, and causes of action, as set forth more fully above.

10. Each Party warrants and represents for itself that (a) it has full power, legal capacity and authority to enter into and perform this Settlement Agreement, (b) all proceedings required to be taken and all consents required to be obtained to authorize the execution and performance of

this Consent Decree have been properly taken and obtained, and (c) this Consent Decree constitutes the legal, valid and binding obligation of that Party, enforceable in accordance with its terms, and (d) Consolidated Communications has not assigned its rights to any of the claims waived and released under Paragraph 8. Each individual signing this Consent Decree on behalf of a Party expressly warrants and represents that he or she has the full authority to sign on behalf of such party for the purpose of duly binding it to this Consent Decree.

11. This Consent Decree contains and constitutes the entire understanding and agreement among the Parties respecting their settlement and supersedes and cancels all previous negotiations, agreements, commitments and writings in connection herewith. This Consent Decree may not be changed, altered, modified, or waived except by written amendment entered into by the Parties or their successors-in-interest.

12. This Consent Decree shall be binding on the Parties' successors and assigns.

13. This Consent Decree shall be governed by the laws of the State of New Hampshire, without regard to its choice of law principles.

14. This Consent Decree may be executed in counterparts, which shall then be read together and shall constitute for all purposes a single, binding agreement.

15. No representations or warranties have been made by either Party to the other or by anyone else except as expressly set forth in this Consent Decree, and this Consent Decree is not being executed in reliance upon any representation or warranty not expressly set forth herein.

16. This Consent Decree shall be effective as of the date of the last Party's signature below.

[SIGNATURE PAGE TO FOLLOW]

**CONSOLIDATED COMMUNICATIONS OF  
NORTHERN NEW ENGLAND COMPANY,  
LLC**

DATED: \_\_\_\_\_

By \_\_\_\_\_  
Its Duly Authorized \_\_\_\_\_

**TOWN OF CHESTER**

DATED: \_\_\_\_\_

By \_\_\_\_\_  
Its Duly Authorized \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, J., SO ORDERED



STATE OF NEW HAMPSHIRE

ROCKINGHAM, SS.

SUPERIOR COURT  
DOCKET NO. 218-2015-CV-00930

Peoples United Bank

v.

Town of Chester

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release is made and entered into the by and between Peoples United Bank ("Peoples United") and the Town of Chester ("Town").

WHEREAS, Peoples United has filed a tax abatement appeal against the Town in the matter of Peoples United Bank v. Town of Chester, Rockingham County Superior Court, Docket No. 218-2015-CV-00930 for the 2014 tax year for two parcels on Chester Street which are designated on the Town's Tax Map as Maps/Parcels 005-015-000 and 005-015-001 ("subject property"); and

WHEREAS, the Parties wish to compromise, settle, buy peace from and terminate all claims relating to the 2014 tax assessments in order to resolve their disputes and avoid the nuisance, time and expense of further litigation; and

WHEREAS, the Parties agree that any consideration given or paid with respect to this Agreement is a compromise of a disputed claim and that the giving of consideration in exchange for this Settlement Agreement and General Release is not and will not be considered by either party as an admission or denial that the tax assessments are/were incorrect and/or disproportionate.

NOW, THEREFORE, in consideration of the recitals stated above which are hereby incorporated into this Settlement Agreement and General Release and made a part hereof, and in

consideration of the mutual promises contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Parties agree as follows:

1. The Town shall issue Peoples United a one-time payment in the amount of \$10,000 which includes all statutory interest.
2. The Parties agree to file forthwith with the Rockingham County Superior Court in both actions Docket Markings stating "Neither party. No Interest. No Costs. No Further Proceedings."
3. In consideration of the payment described in paragraph 1 and the mutual promises, covenants, agreements and representations contained herein, Peoples United, on behalf of itself, its successors, assigns, subsidiaries, parent and sister corporations, insurers and past, present and future trustees, officers, directors, employees, agents and attorneys fully releases the Town of Chester, its officials, officers, agents, and employees from all known and unknown claims for damages, attorneys fees and any other form of relief available at law or in equity which Peoples United, has or may have of any matter, cause, or thing whatsoever from the beginning of time to date of this Settlement Agreement and General Release relating to the 2014 taxes on the property.
4. The Parties agree that each Party shall be responsible for its attorneys fees, costs and expenses incurred in this action and that no interest will be paid on the taxes credited/abated under this Settlement Agreement and General Release.
5. This Settlement Agreement and General Release represents the entire agreement now existing between the Parties and all representations, statements, whether oral or written, made between the parties are superseded hereby. This Agreement is entered into by each Party after opportunity for investigation, neither Party relying upon any statements or representations not embodied herein.

Both Parties acknowledge that each has read this Settlement Agreement and General Release and understands all of its terms. Both Parties also acknowledge that each has had an adequate opportunity to carefully consider the terms of this Settlement Agreement and General Release, including the opportunity to seek legal advice if so desired.

6. New Hampshire law shall govern any disputes or issues of construction or interpretation arising under the terms of this Settlement Agreement and General Release.


7. Both Parties acknowledge that each has entered into and agreed to this Settlement Agreement and General Release knowingly, voluntarily and without undue influence or duress, for good and valuable consideration which the Parties were not otherwise entitled to receive.

8. The Parties acknowledge that they each had an equal opportunity to control the language in this Settlement Agreement and General Release, and that this Settlement Agreement and General Release was mutually drafted. The Parties agree that in no event shall this Settlement Agreement and General Release be presumptively construed against any Party.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement:

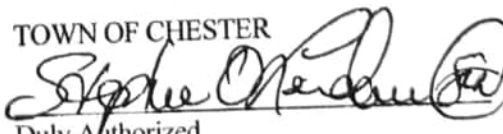
11/11/2015  
Dated

PEOPLES UNITED BANK

  
\_\_\_\_\_  
Michael Merra, Esquire

10-23-2015  
Dated

TOWN OF CHESTER

  
\_\_\_\_\_  
Duly Authorized  
Chester Board of Selectmen  
By its Chairman Steph Landau

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made this \_\_\_ day of November, 2014 between the Town of Chester ("Town"), a municipal corporation with a principal place of business at 84 Chester Street in Chester, New Hampshire, and First American Title Insurance Company ("FATIC" and collectively the "Parties"), a corporation with a principal place of business at 1 First American Way in Santa Ana, California.

WHEREAS, on June 14, 2012, the Town obtained a judgment against Clifford Cooper and Julie Marnie (the "Coopers"), the Cooper Family Trust, Richard E. Cooper, Trustee, Marion Cooper and R Cooper & Sons Paving, including fees and fines in the minimum amount of \$212,050.00 in litigation entitled Town of Chester v. Cooper Family Trust, et al., Rockingham County Superior Court, Docket No. 218-2011-CV-01016 (the "Judgment").

WHEREAS, on July 10, 2012, the Town secured the aforementioned judgment by attaching the goods or estate of the Coopers, to the value of \$212,050.00, said attachment being recorded in the Rockingham County Registry of Deeds on July 10, 2012, at Book 5333, Page 2384 (the "Attachment").

WHEREAS, on August 27, 2013, the Coopers transferred certain real property known as 171 Lakeshore Drive, Northwood, New Hampshire (the "Property"), to Steven and Angela Amsden by warranty deed, and such deed was recorded at the Rockingham County Registry of Deeds on August 28, 2013, at Book 5474, Page 2578. The Property is encumbered by the Town's Attachment.

WHEREAS, the Coopers did not satisfy said Attachment in closing on the Property, and therefore, the Attachment continues to run on the Property.

WHEREAS, the Town provided notice to the Amsdens that the Attachment took priority over Regency Mortgage Corporation's mortgage, such mortgage being insured by FATIC.

WHEREAS, this Agreement is entered into: 1- to remove the Town's Attachment of the Property and grant the Amsdens clear title; and 2- to permit FATIC to pursue collection of the Judgment up to \$160,000.00 prior to the Town's collection of additional fees and fines.

NOW THEREFORE, in consideration of the promises, undertakings, payments, assignment, and releases recited herein, the sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

- Payments: FATIC agrees to make a lump sum payment in the amount of one hundred and sixty five thousand dollars (\$160,000.00), the receipt and sufficiency of which is hereby acknowledged, to counsel for the Town at Wadleigh, Starr & Peter, PLLC, 95 Market Street, Manchester, NH 03101, within ten (10) days of the date of execution of this Agreement.
- Release: In consideration for the payment described in § 1, the Town agrees to release the attachment as it pertains to the Northwood property within ten (10) days of the execution of

this Agreement.

- **Subordination:** Should FATIC desire to bring action against the Coopers within 24 months of this agreement, the Town agrees to subordinate to FATIC its attachment arising from 2012 Judgment in litigation entitled Town of Chester v. Cooper Family Trust, et al., Rockingham County Superior Court, Docket No. 218-2011-CV-01016 (the "Judgment") to allow FATIC priority on the first one hundred and sixty thousand dollars (\$160,000.00). This subordination shall not effect the Town's ability to enforce any other part of the Judgment, including but not limited to the ability to collect fines and fees in excess of the one hundred and sixty thousand dollars (\$160,000.00).

- **Severability and Integration Clause; Amendment, Governing Law:** Should any part, term, or provision of this Agreement be determined by any court, administrative agency, tribunal, or arbitrator to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

This Agreement shall be enforced in accordance with the laws of the State of New Hampshire, and the Parties agree that any litigation to enforce the provisions of this Agreement will take place in New Hampshire. In the event of litigation regarding this Agreement, the parties expressly agree to submit to the jurisdiction of the state courts located in New Hampshire.

- **Entire Agreement:** This Agreement represents the entire understanding between the Parties and all representations and statements, oral or written, made between the Parties are superseded hereby. No amendment to this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto subsequent to the date of this Agreement.

- **Section Headings:** Section headings do not constitute a part of this Agreement, and are inserted for convenience of reference only.

- **Binding Agreement:** This Agreement is binding upon the Parties and their personal representatives, heirs, successors, and assigns.

- **Consultation with Counsel:** In executing this Agreement, the Parties acknowledge that they have been advised by and have consulted with legal counsel, and further acknowledge that they have executed this Agreement knowingly, voluntarily, and without undue influence or duress. The Parties expressly consent to each and every term and provision of this Agreement.

- **Construction:** The Parties acknowledge that they have each had an equal opportunity to control the language in this Agreement, and that this Agreement was mutually drafted. The Parties agree that in no event shall this Agreement be presumptively construed against either party.

- **Counterparts; Facsimile/Electronic Signatures:** This Agreement may be executed in any number of counterpart copies, all of which collectively shall constitute a fully executed original and each of which shall be fully enforceable notwithstanding that no single copy shall

have been executed by all parties. This Agreement may be executed by facsimile signatures or other electronic signatures (including scanned and emailed signatures).

[signature page follows]

*[Faint handwritten signature]*

*[Faint handwritten signature]*

*[Faint handwritten signature]*

*[Faint handwritten signature]*

*[Faint handwritten signature]*

*[Faint handwritten signature]*

*[Faint handwritten signature]*

*[Faint handwritten signature]*



IN WITNESS WHEREOF, the Parties have executed this Settlement and Release Agreement as dated below.

Date: 11-26-14

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

\_\_\_\_\_  
Title, First American Title Insurance Co.

Date: 11-26-2014

Joseph S. Castricone  
By: Joseph S. Castricone

Selectman  
Title, Town of Chester

Witness to Joseph Castricone signature.

Barbara L. Gagnon



IN WITNESS WHEREOF, the Parties have executed this Settlement and Release Agreement as dated below.

Date: 12/1/14

Alyssa Esteves  
By: Alyssa Esteves

Claims Counsel  
Title, First American Title Insurance Co.

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Title, Town of Chester



THE STATE OF NEW HAMPSHIRE

ROCKINGHAM, SS

SUPERIOR COURT

Lawrence and Suzanne Downing

v.

Town of Chester

SETTLEMENT

1. Lawrence Downing shall pay the amount of \$72,000.00 in resolution of all taxes, interests, fees, costs, penalties, and attorney's fees within 30 days of 11/3/14.
2. Town of Chester shall reconvey the tax-deeded property upon receipt of said payment.
3. Upon compliance, plaintiffs will take a voluntary non-suit with prejudice, no interest, no costs, no further payments.

Respectfully Submitted,  
Lawrence and Suzanne Downing  
By and through their attorneys,  
HAGE HODES, P.A.

11-3-14  
Dated

Daniel D. Crean (Signed final on 11/5/14)  
Daniel D. Crean (NHB # 541)  
Hage Hodes, Professional Association  
1855 Elm Street  
Manchester, New Hampshire 03104  
Tel: (603) 668-2222

Town of Chester  
By and through their attorneys,  
SOULE, LESLIE, KIDDER, SAYWARD &  
LOUGHMAN, PLLC

11/6/14  
Dated

Diane Gorrow  
Diane Gorrow (NHB # 4817)  
Soule, Leslie, Kidder, Sayward &  
Loughman, PLLC  
220 Main Street  
Salem, New Hampshire 03079

STATE OF NEW HAMPSHIRE

ROCKINGHAM, SS.

SUPERIOR COURT  
DOCKET NO. 218-2013-CV-00973

Stephen E. Borofsky, Esquire, Administrator of the Estate of James F. Blackington, Jr.

v.

Town of Chester

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release is made and entered into the by and between Stephen E. Borofsky, Esquire, Administrator of the Estate of James F. Blackington, Jr., ("Administrator") and the Town of Chester ("Town").

WHEREAS, the Administrator has filed a tax abatement appeal against the Town in the matter of Stephen E. Borofsky, Esquire, Administrator of the Estate of James F. Blackington, Jr. v. Town of Chester, Rockingham County Superior Court, Docket No. 218-2013-CV-00973 for the 2012 tax year for 40 Smith Road which is designated on the Town's Tax Map as Map/Parcel 011-014-203 ("subject property").

WHEREAS, the Parties wish to compromise, settle, buy peace from and terminate all claims relating to the 2012 and 2013 tax assessments in order to resolve their disputes and avoid the nuisance, time and expense of further litigation; and

WHEREAS, the Parties agree that any consideration given or paid with respect to this Agreement is a compromise of a disputed claim and that the giving of consideration in exchange for this Settlement Agreement and General Release is not and will not be considered by either party as an admission or denial that the tax assessments are/were incorrect and/or disproportionate.

NOW, THEREFORE, in consideration of the recitals stated above which are hereby incorporated into this Settlement Agreement and General Release and made a part hereof, and in consideration of the mutual promises contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Parties agree as follows:

1. For the 2012 tax year and until the next town-wide evaluation or changes to the subject property, the Town will establish the fair market value of the subject property as \$125,000. The 2012 assessed value with the 104.03% equalization ratio is \$130,375.

2. The Town shall issue the Administrator a one-time payment in the amount of \$2,665.00 plus statutory interest which represents the amount of taxes the Administrator paid in excess of the taxes calculated upon the reduced assessments in paragraph 1 for 2012.

3. The Parties agree to file forthwith with the Rockingham County Superior Court in both actions Docket Markings stating "Neither party. No Interest. No Costs. No Further Proceedings."

4. In consideration of the tax credit and adjustment of the tax assessments as described in paragraphs 1 and 2 and the mutual promises, covenants, agreements and representations contained herein, Stephen F. Borofsky, Administrator, on behalf of himself, his successors, assigns, insurers and past, present and future trustees, officers, directors, employees, agents and attorneys fully releases the Town of Chester, its officials, officers, agents, and employees from all known and unknown claims for damages, attorneys fees and any other form of relief available at law or in equity which Stephen E. Borofsky, Administrator, has or may have of any matter, cause, or thing whatsoever from the beginning of time to date of this Settlement Agreement and General Release relating to the 2012 and 2013 taxes on the property.

5. The Parties agree that each Party shall be responsible for its attorneys fees, costs and expenses incurred in this action and that no interest will be paid on the taxes credited/abated under this Settlement Agreement and General Release, except as included in the amount in paragraph 2 above.

6. This Settlement Agreement and General Release represents the entire agreement now existing between the Parties and all representations, statements, whether oral or written, made between the parties are superseded hereby. This Agreement is entered into by each Party after opportunity for investigation, neither Party relying upon any statements or representations not embodied herein.

Both Parties acknowledge that each has read this Settlement Agreement and General Release and understands all of its terms. Both Parties also acknowledge that each has had an adequate opportunity to carefully consider the terms of this Settlement Agreement and General Release, including the opportunity to seek legal advice if so desired.

7. New Hampshire law shall govern any disputes or issues of construction or interpretation arising under the terms of this Settlement Agreement and General Release.

8. Both Parties acknowledge that each has entered into and agreed to this Settlement Agreement and General Release knowingly, voluntarily and without undue influence or duress, for good and valuable consideration which the Parties were not otherwise entitled to receive.

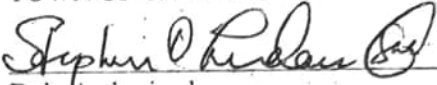
9. The Parties acknowledge that they each had an equal opportunity to control the language in this Settlement Agreement and General Release, and that this Settlement Agreement and General Release was mutually drafted. The Parties agree that in no event shall this Settlement Agreement and General Release be presumptively construed against any Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement:

03.25.14  
Dated

  
Stephen F. Borofsky, Administrator

03-20-2014  
Dated

TOWN OF CHESTER  
  
Duly Authorized  
Chester Board of Selectmen

**BOROFSKY,  
AMODEO-VICKERY  
& BANDAIZIAN, P.A.**  
Attorneys At Law

Stephen E. Borofsky†  
Andrea Amodeo-Vickery†  
Christopher A. Bandazian†  
Kara M. Simard†‡

March 26, 2014

Raymond W. Taylor, Clerk  
Rockingham County Superior Court  
P.O. Box 1258  
Kingston, NH 03848-1258

Re: Stephen E. Borofsky, Esquire, Administrator of the Estate of James F.  
Blackington, Jr. v. Town of Chester  
Docket No. 218-2013-CV-00973

Dear Clerk Taylor:

Enclosed for filing are Docket Markings with respect to the above-captioned matter.

Thank you for your time and attention to this matter.

Sincerely,

Stephen E. Borofsky  
Telephone 627-3457

SEB/cmn  
Enclosure  
cc: Diane M. Gorrow, Esq.

F:\Clients\Blackington, James-Estate of\Abatement\03-26-13 Lt RCSC w Docket Markings.doc



Dr. of Borofsky, Amodeo-  
Vickery & Bandazian, P.A.

† Licensed in New Hampshire  
‡ Licensed in Massachusetts

708 Pine Street, Manchester, NH 03104-3103  
(603) 625-6441 ■ Fax 625-8351

[www.e-atty.net](http://www.e-atty.net)

24A Broad Street, Nashua, NH 03064-2013  
(603) 889-8857 ■ Fax 889-2126

STATE OF NEW HAMPSHIRE

ROCKINGHAM, SS.

SUPERIOR COURT  
DOCKET NO. 218-2013-CV-00973

Stephen E. Borofsky, Esquire, Administrator of the Estate of James F. Blackington, Jr.

v.

Town of Chester

DOCKET MARKINGS

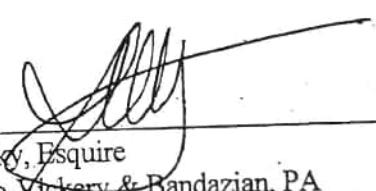
NOW COME the Parties in the above referenced matter, by and through their attorneys, and stipulate that the docket can be marked as follows:

**“NEITHER PARTY. NO INTEREST. NO COSTS. NO FURTHER PROCEEDINGS.”**

Respectfully submitted,

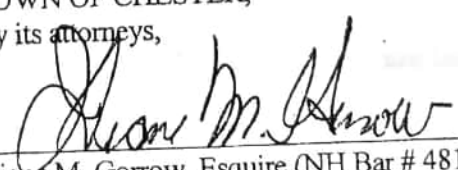
STEPHEN E. BOROFSKY, ESQUIRE, ADMINISTRATOR OF  
THE ESTATE OF JAMES F. BLACKINGTON, JR.,  
By its attorneys,

Date: 03.25.14

By   
Stephen E. Borofsky, Esquire  
Borofsky, Amodeo-Vickery & Bandazian, PA  
708 Pine Street  
Manchester, NH 03104-3103

TOWN OF CHESTER,  
By its attorneys,

Date: 3/24/14

By   
Diane M. Gorrow, Esquire (NH Bar # 4817)  
Soule, Leslie, Kidder, Sayward & Loughman, P.L.L.C.  
220 Main Street  
Salem, NH 03079  
(603) 898-9776