

STATE OF NEW HAMPSHIRE

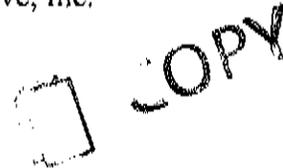
BOARD OF TAX AND LAND APPEALS

27889-14PT, 28054-15PT, 28648-16PT, 29187-17PT

New Hampshire Electric Cooperative, Inc.

v.

Town of Raymond



**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 Raymond, 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: \$8,137,600 for Tax Year 2014, \$8,654,200 for Tax Year 2015; \$ 9,152,700 for Tax Year 2016; \$8,497,100 for Tax Year 2017; and \$8,334,700 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 27889-14PT, 28054-15PT, 28648-16PT, 29187-17PT (“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 \$200,750 (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 \$33,458.00 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 \$33,458.33 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 \$33,458.33 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, 2021;
- d. The Town shall provide \$33,458.33 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 \$33,458.33 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, 2022; and
- f. The Town shall provide \$33,458.35 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 HB700, 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 \$6,276,640 (The original 2018 assessment less Office Buildings and Land reduced by 20%). However, for Tax Year 2018, NHEC shall not be entitled to any abatement or refund based on this reduction. The parties acknowledge that NHEC’s office building property, identified on the Town’s tax cards as MBLU 038/000/006, is to be assessed outside of the HB 700 formula.

B. For the Tax Years 2019 and 2020, the assessment of all of the Subject Property, other than the office building property in the Town, in the aggregate, for NHEC shall be \$6,276,640, 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 Raymond 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]

 COPY

**NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC.**

Dated: \_\_\_\_\_, 2019

By:

\_\_\_\_\_  
Printed Name:  
Title:

**TOWN OF RAYMOND**

Dated: \_\_\_\_\_, 2019

By:

\_\_\_\_\_  
Printed Name:  
Title: Chair of Board of Selectmen

Dated: \_\_\_\_\_, 2019

By:

\_\_\_\_\_  
Printed Name:  
Title: Member

Dated: \_\_\_\_\_, 2019

By:

\_\_\_\_\_  
Printed Name:  
Title: Member

# Board of Selectmen Assignments 2019

## BOS Member

Chair: \_\_\_\_\_

Vice Chair: \_\_\_\_\_

] COPY

## BOS Committee Assignments:

<b>Committee</b>	<b>BOS Member</b>	<b>BOS Alternate</b>
Budget		
Cable		
CIP		
Historic District		
Highway Safety		
Planning		
Recreation Advisory		
Rapid Response Economic Development Team		
Negotiations		
Scholarships		
ZBA		

4th of July Parade 2019

Donations Town Received and Deposited as of 3/14/19

Date Recv'd	Business	Name	Address	Description	Check #/Cash	Amount	Deposit Date	BOS Presentation
02/14/19	Tuckaway Tavern	Tuckaway Tavern	58 Route 27 Raymond, NH 03077	Donation	17992	\$ 50.00		
02/15/19	Barnes, Frances	Barnes, Frances	108 Harriman Hill Rd, Raymond NH 03077	Donation	6440	\$ 500.00		
02/15/19	C Reed	C Reed	8-9 Evans Drive PO Box 968 Raymond, NH	Donation	30727	\$ 1,250.00	02/22/19	
02/15/19	Severino	Severino	PO Box 202 Candia, NH 03034	Donation	230083	\$ 250.00		
02/13/19	Hampshire Family Dental	Hampshire Family Dental	PO Box 958, 61 Route 27	Donation	6214	\$ 100.00		
03/07/19	S and S Gallos, Inc.	S and S Gallos, Inc	68 Main Str, Raymond, NH	Donation	18166	\$ 50.00		
03/11/19	National Veterinary Associates	Raymond Animal Hospital	29229 Canwood Street Suite 100 Agoura Hills, CA	Donation	1413796	\$ 250.00		3/18/2019

Total Donations \$ 2,450.00

Jack Barnes

Kathleen Hoelzel

George Plante

Chris Long

Scott Campbell



**Town of Raymond**  
**Board of Selectmen Draft Minutes**  
**Monday, February 25, 2019**  
**6:00 PM**  
**Raymond High School Media Center**

**Meeting Called to Order at High School by:** Chair, Selectman Barnes; 6:00 p.m.

**Board of Selectmen in Attendance:**

Jack Barnes  
George Plante  
Wayne Welch  
Gregory Bemis

**Town of Raymond Staff:**

Joseph Hsley – Town Manager

**Board of Selectmen Excused:** Scott Campbell

**Pledge of Allegiance:** The Pledge of Allegiance was recited.

**Moment of Silence:** Malcom Noyes, Jeremiah “Jerry” Kissane

**Non-Public – RSA 91A:3, II (d) Property – Minutes sealed for 3 years (2-25-2022)**

**Non-Public – RSA 91A:3, II (a) Personnel – Minutes sealed for 6 months (8-25-19)**

**Non-Public – RSA 91A:3, II (L) Consideration of Legal Advice – Minutes sealed for 30 days (3-25-19)**

Chairman Barnes made a motion to enter into nonpublic under the above-mentioned nonpublic sessions, seconded by Selectmen Plante. He also stated that the Board will be returning from nonpublic to reveal the dates (if necessary) of the timeline for either sealing or not sealing these minutes and returning to public session. The Board was polled, Selectmen Bemis, Y, Selectmen Welch, Y, Selectmen Plante, Y.

**Public Comment:** n/a Public Comment closed at 7:03 p.m.

**Agenda Items:**

**Town Moderator:**

Ms. Hoelzel Town Moderator and the Asst. Town Moderator, Sharon Walls, Town Clerk Tax Collector came before the board to give information and directives to the Board members regarding the Town Voting Date. March 12, 2019 from 7AM – 7PM. She also informed the public regarding absentee ballots and directions on how to register to vote.

**Tax Deeded Property (Bald Hill Rd); Map 8, Lot 36:**

The Board made a motion to table this agenda item to allow further investigation and gather more information. Motion to table to future meeting, MOTION CARRIED 4-0-0.

**Fremont Road Property Follow Up:**

Mr. Hsley stated that per the Board’s direction to assess the property, he, Steve Brewer and Ernie Creveling has a meeting with the NHDES regarding the EPA mandates for water quality for the Town of Raymond and it was determined that holding this property back from sale until we know the full scope of what they are going to demand for clean water quality and if we can leverage this property for clean water initiatives it would be wise.

Selectman Welch made a motion to agree to hold back and wait until the Town Manager can bring forward more information, seconded by Selectman Plante, MOTION CARRIED 4-0-0.

53 **Petition for Permit- Pole & Conduits for Class VI Rd. (Branch Road):**

54 Selectman Barnes asked the Board to table this agenda item as we are awaiting further information. Town Manager  
55 Ilsley made a point of clarification; that there are some issues that need to be addressed to make it legitimate  
56 regarding the easement and some potential legal issues regarding some other cases we have open and would like to  
57 vet these items out. He stated that the town is working with the petitioner, so we are not ready at this time to  
58 discuss. The motion to table was made by Selectmen Bemis, seconded by Selectman Welch, MOTION CARRIED  
59 4-0-0.  
60

61 **SRF Loan Principal Water Forgiveness:**

62 DW Director, Steve Brewer came forward to address the Board. He stated that the Well work is completed for both  
63 wells. WE now know what the loan payment will be and the final costs. In the budget we forecasted an amount  
64 including principal and interest payment of \$235,191. Because we received principal forgiveness of \$588,136 the  
65 loan payment was reduced to \$151,485. This leaves a surplus in the water budget this year as a result of these  
66 efforts. The total costs of both Well 1 and Well 2 was \$2,940,860.80. We were authorized to borrow \$3,151,000.  
67 With the surplus funds we will use these funds for repairs to the water treatment plant and thinking about using any  
68 leftover funds for CIP items. The Board thanked Mr. Brewer for his continued costs saving items.  
69

70 **Back Flow Testing Bid Openings:**

71 DPW Director, Steve Brewer came forward to address the Board. He is looking to the Board to open the bids for the  
72 Back-Flow Testing. He explained that the town has several back-flow devices. The back flow prevents water that  
73 could be contaminated going back into the drinking water for residents.  
74

75 New England Back Flow - \$9,730.00  
76 Weston/Sampson Services - \$8,325.50  
77 DSG Back Flow Preventative Services - \$9,112.00  
78

79 **Right to Know Public Records:**

80 The Town brought forward a fee schedule for the board to accept in order to charge residents, if necessary, for  
81 copying of town records. Mr. Ilsley explained that the Town is adopting a RTK procedure process for residents to  
82 request information from the town. This information and form will be placed on the website. Selectman Plante  
83 made a motion accept the fee schedule for paper copies, seconded by Selectman Welch, MOTION CARRIED, 4-0-  
84 0.  
85

86 **Approval of Public Minutes:**

87 Selectman Bemis made a motion to accept the public minutes as written, seconded by Selectman Welch, MOTION  
88 CARRIED 4-0-0.  
89

90 **Board Correspondence:**

91 The Board read through any correspondence.  
92

93 **Citizens Questions/Concerns:** n/a  
94

95 **Town Manager's Report:**

96 **Back Taxes:** Mr. Ilsley announced a follow up on the deeded properties. The back-tax initiative basically  
97 reconciled all the back taxes from 2012 to current deed year. The initiative yielded \$683,000 in back taxes signed  
98 up; we have 178,000 in current taxes being paid; and \$219,000 in total new revenue (combination of back taxes  
99 being paid and new taxes coming in). We will be moving forward to capture the 2016 – 2018 taxes.

100 **Operation Raymond Clean Up:** There are a lot of areas within the town that need a cleanup. We are partnering  
101 with the RCFY and initiate a major clean up. We are asking for any volunteers to join us on April 22<sup>nd</sup>. He is  
102 authorizing alternate duty locations for town staff who want to join us as well.

103 **NHDES Update:** What they are offering for strategies offers a lot of work for the town but achieves nothing. He  
104 would like to get a group of people together to develop a strategy for water quality develop of our lakes, streams  
105 and rivers. We would like this to be a long-term initiative; possibly partner with some colleges to see if they can do

106 some environmental studies and clean up the waterways in Raymond. We are looking for volunteers, get involved.  
107 Any questions please reach out to my office through Deb Intonti.  
108 **91A Policy:** Has already been discussed we will be moving forward with that within the next 60 days.  
109 **Town Hall Efficiency Actions:** We are looking at efficiency actions to streamline processes and be more efficient  
110 in the services that we provide. The first area to concentrate on will be the tax office. We will be closing for 1 ½  
111 hours on Wednesdays in order for the tax team and myself can work through these initiatives, work policy review  
112 and procedures and be able to surge to meet residents needs without a tax burden to the taxpayer. We anticipate this  
113 will take approximately 6 months to work through and we thank the residents in advance for their patience while  
114 we work this initiative.  
115 **Trash Bags:** He announced that the town has purchased new durable YELLOW trash bags for our PAYT program.  
116 We will move forward with this whether or not the WA passes or fails.  
117 Joe thanked Selectman Bemis and Selectmen Welch for their guidance and service to the Town of Raymond.  
118

119 **Board of Selectman Report:**

120 Selectman Bemis will be attending the ZBA meeting coming up this week, he commented on the Deliberative and  
121 went very well. Selectman Welch will attend the Firemen's Breakfast, Selectman Plante stated that the Ice Golf for  
122 the American Legion fundraiser went very well they raised over \$10,000 for charity. He thanked Selectman Welch  
123 and Selectmen Bemis for their years of service on the Board of Selectman. Selectman Barnes will attend the  
124 Fireman's Breakfast.  
125

126 **Motion to Adjourn:**

127 A motion to adjourn was made by Selectman Plante, seconded by Selectman Bemis; public meeting adjourned at  
128 6:47 p.m.  
129

These minutes are in draft form and therefore  
a subject to change.

130 Minutes Recorded By:

132 Deborah Intonti, Executive Assistant to the  
133 Board of Selectmen and Town Manager  
134

# BOARD OF SELECTMEN MEETING SCHEDULE

## March 2019 – December 2019

UPDATED 3-18-19 – DATES SUBJECT TO CHANGE

DATE	Events / Info	Location
Mon Mar 18	◦ <u>BOS MEETING</u> <i>Board of Selectmen – Organizational Meeting</i>	RHS Media Center 6:00 p.m.
Mon April 22	◦ <u>BOS MEETING</u>	RHS Media Center 6:00 p.m.
Mon May 13	◦ <u>BOS MEETING</u>	RHS Media Center 6:00 p.m.
Mon June 17	◦ <u>BOS MEETING</u>	RHS Media Center 6:00 p.m.
Mon July 15	◦ <u>BOS MEETING</u>	RHS Media Center 6:00 p.m.
Mon Aug 19	◦ <u>BOS MEETING</u>	RHS Media Center 6:00 p.m.
Mon Sept 16	◦ <u>BOS MEETING</u>	RHS Media Center 6:00 p.m.
Mon Oct 21	◦ <u>BOS MEETING</u>	RHS Media Center 6:00 p.m.
Mon Nov 4	◦ <u>BOS MEETING</u> (if needed for 2020 budget)	RHS Media Center 6:00 p.m.
Mon Nov 18	◦ <u>BOS MEETING</u>	RHS Media Center 6:00 p.m.
Mon Dec 2	◦ <u>BOS MEETING</u>	RHS Media Center 6:00 p.m.
Mon Dec 16	◦ <u>BOS MEETING</u> (if needed for 2020 budget)	RHS Media Center 6:00 p.m.