

Memorandum of Understanding

The Town of Haverhill (the "Town") and the Woodsville Fire District (the "District"), hereinafter referred to collectively as the "Parties," agree as follows:

1. The Town shall pay to the District the total amount of \$490,000.00. The first 50% of the payments shall be made within thirty (30) days of the execution of this agreement. The remaining balance shall be paid on or before January 10, 2023.
2. Upon receipt of the first payment set forth in paragraph 1, the Parties agree to file a Stipulation of Docket Markings dismissing all claims and counterclaims in the pending litigation with prejudice and without costs.
3. The District releases the Town and all of its board members, employees, representatives and assigns from any and all claims and causes of action through the date of this MOU, excluding: A) unknown claims, meaning those claims or causes of action which the District Commissioners were not aware of as of the date of this MOU, and B) any claim relating to Article 27 (concerning highway funding) and/or Article 28 (concerning fire funding) of the Town's 2022 Warrant and which the DRA disallowed.
4. The Town releases the District and all of its board members, employees, representatives and assigns from any and all claims and causes of action through the date of this MOU, excluding: A) unknown claims, meaning those claims or causes of action which the Board of Selectmen were not aware of as of the date of this MOU, and B) any claim relating to Article 27 (concerning highway funding) and/or Article 28 (concerning fire funding) of the Town's 2022 Warrant and which the DRA disallowed.
5. The Parties agree to enter into a formal settlement agreement memorializing the terms of this MOU with the ordinary terms and conditions. To the extent the Parties are unable to agree on the terms of the formal settlement agreement, the terms of this MOU shall remain binding on and enforceable against the Parties.

Date: _____

Town of Haverhill

Fred Garofalo

Digitally signed by: Fred Garofalo
DN: CN = Fred Garofalo email =
fgarofalo@haverhill-nh.com C = US O = Town
of Haverhill OU = Board of Selectmen
Date: 2022.05.31 15:15:41 -04'00'

_____, duly authorized

Woodsville Fire District

Date: 05/31/2022

Steven W Wheeler
Steven W Wheeler duly authorized