

THE STATE OF NEW HAMPSHIRE

GRAFTON COUNTY, SS

SUPERIOR COURT

Docket No. 215-2020-CV-00182

Matthew H. Smith

v.

Waterville Estates Village District

STIPULATION

In order to resolve the claims asserted by Plaintiff/Petitioner Matthew W. Smith (“Smith”) in his Amended Petition for Access to Public Records Under RSA 91-A (the “Amended Petition”), Smith and Defendant/Respondent Waterville Estates Village District (“WEVD”) hereby stipulate and agree as follows:

1. Acknowledged Violations

WEVD agrees, as alleged in the Amended Petition, that it failed to comply with RSA 91-A on the following occasions:

A. WEVD failed to timely respond, as required by RSA 91-A, to a request made by Smith on or about June 25, 2020 (the “First Request”) for access to certain records regarding the lease of WEVD property to the Waterville Estates Association (“WEA”).

B. WEVD failed to timely respond, as required by RSA 91-A, to a request made by Smith on or about June 29, 2020 (the “Second Request”) for access to certain records regarding the contract whereby WEVD provides administrative and recreation management services to WEA.

C. WEVD failed to timely respond, as required by RSA 91-A, to a request made by Smith on or about July 15, 2020 (the “Third Request”) for access to certain records consisting of meeting notices, meeting minutes and correspondence.

D. WEVD failed to timely respond, as required by RSA 91-A, to a request made by Smith on or about July 15, 2020 (the “Sixth Request”) for access to certain records, including notices and meeting minutes, of certain committees of WEVD.

E. WEVD deliberated regarding an employment matter over which it has jurisdiction in a manner which failed to comply with the requirements of RSA 91-A.

F. An advisory committee formed without action in a public WEVD meeting and formed for the purpose of renegotiating a recreation management agreement with WEA, failed to conduct meetings in accordance with the requirements of RSA 91-A.

2. Production of Requested Records

WEVD hereby represents and confirms that, as of the date of this Stipulation, it has notified Smith of all records in its possession that are responsive to the requests described in the Amended Petition and has made all such records available to Smith for his inspection and copying.

3. Remedial Training

As contemplated by RSA 91-A:8,V, WEVD’s current Commissioners and staff will undergo at least two hours of live or virtual training on complying with its obligations under RSA 91-A. WEVD shall also implement a Right to Know policy requiring newly hired, appointed, and elected WEVD officials and administrative employees to undergo such training within 5 months of their start date. This training may be provided by the New Hampshire

Municipal Association, by Right to Know NH or by any other organization that offers competent and objective education or training on RSA 91-A.

4. Future Compliance

WEVD shall comply with the requirements of RSA 91-A:4 with respect to future requests for access to public records, and shall comply with the requirements of RSA 91-A:2, RSA 91-A:2-a and RSA 91-A:3 with respect to the conduct of WEVD business and affairs. In particular, without limiting the foregoing, any and all WEVD "advisory committees" as defined in RSA 91-A:1, I shall comply with RSA 91-A, and WEVD shall not use informal groups or committees or other means to circumvent the requirements of RSA 91-A.

5. Reimbursement of Attorney's Fees

WEVD shall reimburse Smith for his costs and attorney's fees in bringing this action in the amount of Twelve Thousand Dollars (\$12,000.00), such reimbursement to be made within fifteen (15) days from the date of this Stipulation.

6. No Further Action

Smith acknowledges and agrees that this Stipulation fully and finally resolves the claims stated in his Amended Petition, and that he will bring no further action against WEVD, its Commissioners, staff and other agents arising out of such claims. Except as stipulated herein, Smith hereby forever releases and discharges WEVD, and all of its employees, staff or agents, from any and all losses, expenses, liabilities, claims, rights and entitlements of every kind and description, whether known or unknown, that he now has or may later claim to have had against the WEVD in any way arising out of or in connection with this action. Nothing in this Stipulation is intended, however, to prevent or limit any actions that either party may deem necessary to enforce this Stipulation.

7. Authority of Signer for WEVD

WEVD hereby represents that the Commissioner executing this Stipulation on its behalf has been fully authorized by vote of the Commissioners to execute this Agreement on behalf of WEVD and to bind WEVD to the terms thereof.

Dated April 7, 2021

Matthew H. Smith
Matthew H. Smith

Dated April _____, 2021

Waterville Estates Village District

By its Commissioners

Maureen Patti 4-14-21

Maureen Patti

Gerry Panuczak

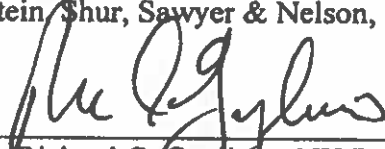
Gerry Panuczak

John Herlihy

John Herlihy

Respectfully submitted,
Matthew H. Smith
By his attorneys,
Bernstein Shur, Sawyer & Nelson, P.A.

Dated: April 7, 2021

By: 
Richard C. Gagliuso, NH Bar No. 874
Matthew J. Saldafia, NH Bar No. 271806
670 North Commercial Street, Suite 108
P.O. Box 1120
Manchester, NH 03105-1120
(603) 623-8700
rgagliuso@bernsteinshur.com

Respectfully submitted,

**WATERVILLE ESTATE VILLAGE
DISTRICT**
By Its Counsel,
UPTON & HATFIELD, LLP

Dated: April _____, 2021

By: _____
Nathan C. Midolo; NHBA #270055
Barton L. Mayer; NHBA #1644
10 Centre Street; PO Box 1090
Concord, New Hampshire 03302-1090
(603) 224-7791
nmidolo@uptonhatfield.com
bmayer@uptonhatfield.com