SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (the "Agreement") is made and entered as of the 9th day of October 2026 (the "Effective Date"), by and between **The Town of New Durham Board of Selectmen** (the "Town") and **George Gale** ("Gale"). Collectively they are the "Parties."

PREAMBLE

A dispute exists between the Parties regarding former Selectboard Chair calling an "emergency" Selectboard meeting on January 7, 2026. Mr. Gale contends the January 7, 2026 meeting violated RSA 91-A:2, III(b). On January 20, 2026 Gale filed a lawsuit against the Town entitled *George Gale v. New Durham Board of Selectmen*, Strafford Superior Court, Docket No. 219-2026-CV-00033 (the "Litigation"). Mr. Gale further has made allegations regarding the calling of an "emergency" Selectboard meeting on February 23, 2026 (the "February Meeting"), and other meetings. The Parties desire to avoid the time, and expense of further litigation. The Parties have agreed to enter into this Agreement in order to buy peace and to provide for a release and other consideration in settlement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the Parties hereby agree to the following terms and conditions to resolve the above dispute:

1. **The January 7, 2026 Meeting, February 23, 2026 Meeting, and RSA 91-A:2, III(b).** The Town agrees that the January 7, 2026 and February 23, 2026 emergency meetings convened by the former chair violated RSA 91-A:2, III(b) regarding physical quorum requirements for meetings in New Durham. The Town also agrees an emergency as defined by statute did not exist for the meetings. Furthermore, the minutes approved for the February 23, 2026 Meeting did not accurately reflect the meeting was called as an "emergency meeting." The Selectboard agrees to amend the February 23, 2026 Meeting minutes to accurately reflect the meeting was called as an "emergency meeting."

2. **Adherence with RSA 91-A:2.** The Town agrees to abide by RSA 91-A:2 for all future emergency meetings.

3. **Reimbursement of Fees:** The Town agrees to reimburse Mr. Gale for expenses related to the Litigation in an amount of six thousand dollars ($6,000.00). Payment shall be made within fourteen (14) business days of the effective date of this Agreement.

4. **Posting:** This Agreement shall be posted at Town Hall for 30 days beginning on the effective date of this Agreement.

5. **Training:** Within 90 days from the effective date of this Agreement the Town Selectboard shall receive training regarding the right-to-know law from NHMA or other similarly qualified organization.

6. **Release by Gale**. Except to fully enforce this Agreement, George Gale, for himself and his successors, agents, attorneys, heirs, executors, administrators, personal representatives, successors, assignees, and affiliates, hereby release, acquit and discharge the Town of New Durham (including the Town Select Board Members) from any and all actions, debts, claims, counterclaims, defenses, demands, liabilities, damages, causes of action, costs, expenses, commissions, fees and compensation of every kind and nature, in law or in equity, available to Gale arising out of or relating to the Litigation, the February Meeting, the January 7, 2026 Emergency Meeting, or any other matter, claim, thing or issue related thereto or other emergency meetings arising on or before February 23, 2026.

7. **Entire Agreement**. This Agreement constitutes the complete understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, promises or inducements, no matter what form, concerning its subject matter. No promises or agreements made subsequent to the execution of this Agreement by the Parties shall be binding unless reduced to writing and signed by the Parties.

8. **Due Authority**. Each of the signatories hereto individually represents and warrants that they are executing this Agreement on behalf of the Parties for which they have executed this Agreement, and that they have full power and due authority to bind said Party for all purposes hereunder.

9. **Signatures & Delivery**. Executed copies of this Agreement may be transmitted by facsimile or electronically and used in place of original signatures and original documents. The parties intend to be bound by such facsimile and electronic signatures, are aware that the other party will rely on such facsimile and electronic signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature or the form of documents.

10. **Interpretation and Enforcement**. The Parties enter into this Agreement freely after an arms' length negotiation, and the signatories below do so with full authorization. This is an integrated agreement and may not be amended or altered except by written instrument executed by each of the Parties hereto. This Agreement shall be construed under and governed by the laws of the State of New Hampshire and may be signed in counterparts.

11. **Dismissal of the Litigation:** Upon execution of this Agreement the parties shall jointly file a stipulation for docket markings stating "judgment for neither party; no costs; no interest; no further action for the same cause."

IN WITNESS WHEREOF, the Town and Mr. Gale have executed this Agreement as of the Effective Date set forth above.

Town of New Durham

By: Ken Run-Reynard

George Gale

George Gale

By: Rudy Perrault

By: Dorothy L. Perrault