

County of Sullivan, NH

**Type of meeting:** Board of Commissioners Executive Session Meeting Minutes  
Per RSA 91-A:3.II.e. – Litigation Issue  
**Date/Time:** Tuesday, October 30, 2012, 4:31 PM  
**Place:** County Complex Unity, NH – Sullivan County Health Care Facility,  
Frank Smith Living Room, 1<sup>st</sup> Floor, 5 Nursing Home Drive, 03743

**Attendees:** Commissioners Bennie Nelson – Chair, Jeffrey Barrette – Vice Chair, and  
John M. Callum Jr. – Clerk, Greg Chanis – County Manager  
(Administrator), and Sharon Callum – Administrative Assistant

**Agenda Item No. 8.** Probable Executive Session Per RSA 91-A:3.II.e. –  
Litigation Issue

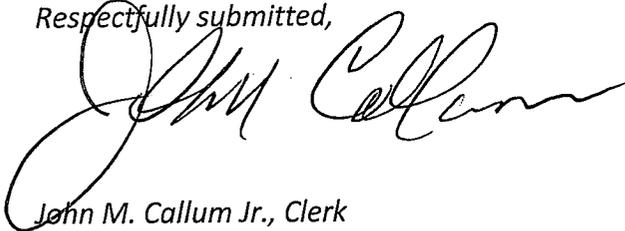
**4:31 Motion:** to go into Executive Session Per RSA 91-A:3.II.e. to discuss a litigation issue.  
**Made by:** Barrette. **Seconded by:** Nelson. **Roll call vote:** All three  
Commissioners voted in favor.

Mr. Chanis distributed a document titled *Settlement Agreement and Release* [Appendix K] He noted the Board already voted [Aug 28<sup>th</sup> 2012 4PM Special meeting] to approve a settlement to JCN Construction Co., and this document formalized that agreement and authorized them to mail the settlement. The group reviewed the document, and signed the two originals. Signatures were witnessed by the minute taker.

The group briefly discussed possible future financing strategies for the biomass project. Mr. Chanis confirmed he is working with Devine & Millimet to present the options in the easiest way to understand.

**4:40 Motion:** to come out of Executive Session. **Made by:** Barrette. **Seconded by:** Callum Jr. **Voice vote:** All in favor.

Respectfully submitted,



John M. Callum Jr., Clerk  
Board of Commissioners

**Date minutes approved and released:** November 13, 2013

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into this \_\_\_\_ day of October, 2012, by and between Sullivan County ("County") and J.C.N. Construction Co., Inc. ("JCN") concerning a dispute that has arisen over the BioMass plant construction project. County and JCN shall be collectively referred to as the "Parties."

WHEREAS, the County is in the process of constructing a BioMass plant facility (the "Project").

WHEREAS, a dispute has arisen between the County and JCN concerning the Project;  
and

WHEREAS, the County and JCN desire to resolve all disputes between themselves and to buy peace concerning this Project;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Within seven (7) days of receipt by the County of a fully executed Agreement, County shall pay JCN the sum of Twenty Thousand Dollars (\$20,000.00).
2. For and consideration of the covenants and promises made by County set forth in this Agreement, JCN for itself and each of its present and former officers, directors, shareholders, representatives, employees, agents, affiliates, successors, predecessors, assigns, insurers and attorneys (the "JCN Releasing Parties") hereby fully and finally releases, acquits and forever discharges County and each of its present and former officials, officers, directors, employees, representatives, agents, affiliates, successors, predecessors, assigns, insurers and attorneys (collectively the "County Released Parties") from any and all actions, debts, claims,

counterclaims, demands, liabilities, damages, causes of action, administrative or regulatory claims, costs, expenses, and compensation of every kind and nature whatsoever past, present or future in law or in equity whether known or unknown which JCN or the JCN Releasing Parties had, have or may in the future have against County or the County Released Parties arising out of or relating to the Project.

3. This Agreement shall be binding upon the Parties hereto and shall inure to the benefit of their representatives, successors, heirs and assigns.

4. This Agreement does not constitute an admission of liability by either party. Each party expressly disclaims any and all liability in this matter and this Agreement is solely intended to buy peace.

5. The Parties agree to take all steps necessary to effectuate the terms of this Agreement.

6. This Agreement and all claims and disputes arising in connection with the Agreement or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of New Hampshire. All judicial proceedings brought with respect to this Agreement shall be brought in New Hampshire state courts or the United States District Court for the District of New Hampshire.

7. Each party to this Agreement acknowledges that it has had the benefit of advice of competent legal counsel with respect to its decision to enter into this Agreement and the settlement provided herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as the date first indicated above.

SULLIVAN COUNTY

Shawn Callan  
WITNESS

BY: Benicio Nelson

Shawn Callan  
WITNESS

BY: Jeff R. Barr

Shawn Callan  
WITNESS

BY: John Callan

[Signature]  
WITNESS

J.C.N. CONSTRUCTION CO., INC.

BY: [Signature]  
ITS DULY AUTHORIZED