

SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

This Settlement Agreement and Release of All Claims (“Agreement”) is made and entered into this 19 day of May, 2026, by and between the Town of Roxbury, New Hampshire, inclusive of its officials and staff (“Town”); the Roxbury Selectboard, Roxbury Selectboard – Jan Albano, Roxbury Selectboard – Mark Funk, Roxbury Selectboard – Tim O’Brien (collectively, the “Selectboard”); and the Roxbury Planning Board (“Planning Board”), all with a mailing address of 3 Middletown Road, Roxbury, NH 03431, and John A. Yannacci, Jr., with a mailing address of 282 Horse Hill Road, Marlborough, NH 03455 (“Mr. Yannacci”). The Town, the Selectboard, the Planning Board, and Mr. Yannacci are collectively referred to as the “Parties.”

WHEREAS, Mr. Yannacci was a member of the Planning Board from 2023 until 2026;

WHEREAS, Sue Benik, the then Planning Board Chair, filed a harassment complaint against Mr. Yannacci on May 5, 2025 (“Benik Complaint”) citing Mr. Yannacci’s conduct at the April 8, 2025 Planning Board meeting;

WHEREAS, the Benik Complaint requested the Selectboard: (1) investigate the matter; (2) take appropriate steps to address Mr. Yannacci’s conduct Ms. Benik alleged amounted to harassment; and (3) consider adoption of a code of conduct for the Planning Board;

WHEREAS, also on May 5, 2025, in response to the Benik Complaint, Mr. Yannacci requested the Selectboard recuse itself from adjudicating the Benik Complaint and asserted the Benik Complaint was retaliation for Mr. Yannacci’s prior requests pursuant to the Right-to-Know Law (RSA chapter 91-A);

WHEREAS, in response to the Benik Complaint, the Selectboard sought advice of legal counsel, which advice led directly to the Selectboard’s determination letter to Mr. Yannacci on July 15, 2025 (“Determination Letter”);

WHEREAS, the Determination Letter: (1) denied Mr. Yannacci’s request that the Selectboard recuse itself; (2) informed her of their opinion of Mr. Yannacci’s comments towards Ms. Benik; (3) concluded that Mr. Yannacci’s actions do not meet the requirements for removal from office (4) stated the Selectboard will issue a letter to the Planning Board reminding them of their responsibility to adhere to the Rules of Procedure; and (5) stated the expectation that Town officials conduct themselves in a professional and respectful manner;

WHEREAS, Ms. Benik withdrew the Benik Complaint on July 19, 2025 and resigned from the Planning Board on July 20, 2025;

WHEREAS, the Parties to this Agreement are parties to an action pending in the Cheshire County Superior Court captioned *John A. Yannacci, Jr. v. Roxbury Select Board, Roxbury Select*

Board-Jan Albano, Roxbury Select Board-Mark Funk, and Roxbury Select Board-Tim O'Brien, Docket No. 213-2025-CV-00151, which arises out of the Benik Complaint (“00151”);

WHEREAS, in January of 2023, the Selectboard and the Planning Board initiated the process of completing a Natural Resource Inventory (NRI) for the Town;

WHEREAS, at the Town’s Town Meeting in March of 2023, Roxbury residents voted to appropriate \$15,000 for the NRI;

WHEREAS, in March of 2023, the Selectboard executed a contract with Moosewood Ecological Services, LLC (“Moosewood”) to prepare the NRI;

WHEREAS, the Selectboard accepted the final NRI prepared by Moosewood on July 15, 2025;

WHEREAS, the Parties to this Agreement are parties to an action pending in the Cheshire County Superior Court captioned *John A. Yannacci, Jr. v. Town of Roxbury, New Hampshire*, Docket No. 213-2025-CV-00171, where Mr. Yannacci alleges that the NRI is ultra vires and void because it was not undertaken by the Roxbury Conservation Commission (“00171”);

WHEREAS, the Town made counterclaims against Mr. Yannacci in 00171 for: (1) violation of RSA chapter 91-A; (2) public nuisance; (3) violation of oath of office; and (4) breach of fiduciary duty (collectively, the “Counterclaims”);

WHEREAS, on January 26, 2026, Mr. Yannacci made a right-to-know request to the Selectboard requesting to inspect Selectboard minutes, Town reports, and Town meeting warrants for all years prior to 2017 (which the Parties later clarified included all years since the Town was founded in 1812);

WHEREAS, on January 29, 2026, Mr. Yannacci made another right-to-know request to the Selectboard for New Hampshire Municipal Association materials related to deadlines, requirements, or procedures regarding the Town’s March 2025 town meeting;

WHEREAS, the Selectboard responded to these right-to-know requests by letter dated February 3, 2026, informing Mr. Yannacci that the Selectboard would not be able to respond to these requests, as well as any new requests, until “approximately autumn 2026,” explaining the Selectboard’s opinion that it had funneled a disproportionate amount of its resources responding to Mr. Yannacci’s right-to-know requests and litigations, so it needed to “refocus” on other responsibilities that had been neglected as result (“February Letter”);

WHEREAS, the Parties to this Agreement are parties to an action pending in the Cheshire County Superior Court captioned *John A. Yannacci, Jr. v. Town of Roxbury*, Docket No. 213-

2026-CV-00049, where Mr. Yannacci alleges that the Selectboard's February Letter violated RSA chapter 91-A ("00049");

WHEREAS, the Town reasserted its Counterclaims against Mr. Yannacci in 00049;

WHEREAS, the Parties to this Agreement were parties to an action in the Cheshire County Superior Court captioned *John Yannacci v. Roxbury Planning Board*, Docket No. 213-2025-CV-00154, where Mr. Yannacci alleged violations of RSA chapter 91-A on the part of the Planning Board ("00154");

WHEREAS, by an Order on the Merits dated December 23, 2025, the Court did not grant the relief Mr. Yannacci requested;

WHEREAS, the Planning Board moved the Court for an award of its legal fees and costs and this is still pending;

WHEREAS, the Roxbury Selectboard on May 5, 2026, unanimously voted in favor of the motion made by Selectwoman Albano to rescind the July 15, 2025 letter to Sue Benik concerning the May 5, 2025 complaint against Mr. John Yannacci, such that the letter shall have no effect and shall not be used in the future in any capacity whatsoever on the basis that the letter became void when Ms. Benik withdrew her complaint on July 19, 2025;

WHEREAS, the Roxbury Selectboard on May 5, 2026, unanimously voted to fully reconstitute and appoint members to the Conservation Commission;

WHEREAS, the Parties agree to resolve and terminate 00151, 00171 (including the Counterclaims), 00049 (including the Counterclaims), 00154 (including the Motion for Attorneys' Fee and Costs), and 0787 (collectively, the "Litigation") without further litigation or process of any issue of law or fact that was or might have been asserted in the Litigation, and agree to do so on the terms set forth in this Agreement; and

NOW, THEREFORE in consideration of the recitals stated above, which are incorporated into this Agreement and made a part of it, and in consideration of the mutual promises, covenants, agreements, representations, and warranties contained in this Agreement, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Terms of Settlement.

- A. Termination of Litigation. Within three (3) business days of the execution of this Agreement by all Parties, Mr. Yannacci shall terminate the Litigation by filing Neither Party Docket Markings, as shown in **Exhibit A** ("Docket Markings"), in each case with the applicable court. For the avoidance of any doubt, this shall include:

- a. Filing Docket Markings with the Cheshire County Superior Court to terminate 00151;
 - b. Filing Docket Markings with the Cheshire County Superior Court to terminate 00171, including the Counterclaims;
 - c. Filing Docket Markings with the Cheshire County Superior Court to terminate 00049, including the Counterclaims; and
 - d. Filing Docket Markings with the Cheshire County Superior Court to terminate 00154 including the Motion for Attorneys' Fee and Costs.
- B. Covenant Not to Sue. The Parties covenant not to sue, institute, cause or permit to be instituted on their behalf, or assist in instituting or prosecuting any proceeding, or otherwise assert, any claim that is released by this Agreement, whether against any Party released hereunder or any other person or entity not a party to this Agreement.
- C. Notice of Violation and Dispute Resolution. In the event either Party believes the other has violated any legal requirement, including but not limited to the Right-to-Know Law (RSA chapter 91-A), before initiating action in any court, administrative agency, or other tribunal, and before initiating the dispute resolution procedures set forth in Section 5, said Party must first provide written notice to the other Party with a detailed explanation of how said Party is violating the law. Upon receipt of the written notice, the Party shall have not less than thirty (30) days to cure or respond to the alleged violation.
- a. If the Party receiving the notice disagrees that there has been a violation, that Party shall provide a written explanation to the other Party within the aforementioned thirty (30) days.
 - b. If the Parties do not resolve the noticed, alleged violation at the end of the aforementioned thirty (30) days, the dispute shall be resolved according to the dispute resolution procedures set forth in Section 5 of this Agreement.
 - c. Notwithstanding the above, the notice of violation procedures set forth in Sections 1(C)(a) through 1(C)(c) shall not apply in the following two circumstances. First, in the event an alleged violation can be reasonably characterized as likely to cause an imminent loss of life, a Party may seek immediate redress. Second, if following the procedures above would conflict or be inconsistent with or cause a Party to miss or default on a deadline to appeal, respond, or take other legal action, a Party may so

proceed without regard to the notice of violation procedures set forth in Sections 1(C)(a) through 1(C)(c).

- D. The Roxbury Selectboard will take the necessary steps for the newly appointed members of the Roxbury Conservation Commission to be administered their oaths of office and to re-issue the Natural Resources Inventory pursuant to RSA 36-A.

2. Mutual General Releases. In consideration of the Parties' performance of their respective undertakings as set forth in this Agreement, the Parties (on behalf of themselves and their respective past, present, and future heirs, executors, administrators, affiliates, successors, agents, insurers, attorneys, representatives, employees, and assigns) remise, release, and forever discharge each other (and each other's past, present, and future heirs, executors, administrators, affiliates, successors, agents, insurers, attorneys, representatives, employees, and assigns) from any and all manner of actions, causes of action, claims, damages, judgments, lawsuits, defenses, demands, demands for reimbursement, costs, expenses, fees, and suits whatsoever, in law or in equity, known or unknown, certain or speculative, which either Party has or may have had or asserted against the other Party, arising out of or relating to the facts alleged in the Litigation.

The releases provided by this Section 2 shall be and shall remain in effect notwithstanding the discovery or existence of any new or additional facts or of any facts different from those which the Parties now know or believe to be true.

This mutual release does not apply to any obligations specifically created by this Agreement or to the enforcement of those obligations.

3. No Admissions. By entering into this Agreement, the Parties do not admit or acknowledge the existence of any liability or wrongdoing, the Parties expressly denying all such liability. This Agreement is not to be offered in evidence or referred to by any Party hereto in any further proceeding of any type, except in any proceeding as may be required for its approval or enforcement or as otherwise ordered by a court of law.

4. Costs and Fees. Except as otherwise noted in this Agreement, the Parties will bear their own costs, expenses, and attorneys' fees, whether taxable or otherwise, incurred in or arising out of or in any way related to this Agreement and the Litigation.

5. Disputes. If a dispute arises between the Parties from this Agreement, they shall agree to first negotiate amongst themselves in "good faith" to resolve the dispute. If the Parties cannot resolve the dispute amongst themselves, then, second, within thirty (30) days, the Parties may by mutual agreement, mediate the matter with any mediator the Parties mutually agreed upon. The costs of mediation shall be equally split between the Parties. The mediation shall occur within thirty (30) days, or as near as practicable under the mediator's schedule, from the initiation of the mediation process. If the Parties cannot resolve the dispute through mediation,

or if the Parties do not mutually agree to mediate, any Party may seek to resolve the dispute by whatever remedies it may have consistent with applicable law, including litigation.

6. Breach of this Agreement. The Parties agree that in the event of any material breach of any provision of this Agreement, the breaching Party will be liable for damages and expenses resulting from any such breach and shall be liable to the other Party for the reasonable attorneys' fees and all costs whatsoever incurred in enforcing the provisions of this Agreement.

7. Integration. This Agreement contains the complete, final, and exclusive embodiment of the entire understanding between the Parties. This Agreement is entered into without reliance on any promise, representation, agreement, or understanding, oral or written, between and among the Parties relating to the subject matter of this Agreement, other than those expressly contained in this Agreement.

8. Amendments. No amendment of this Agreement shall be valid or effective unless made in writing and executed by the Parties to this Agreement, or their successors, subsequent to the date of this Agreement.

9. Governing Law. This Agreement shall be enforced in accordance with the laws of the State of New Hampshire without regard to any conflict of laws principles. The Parties submit to the exclusive jurisdiction of New Hampshire courts with respect to any claim or cause of action arising out of, or based upon this Agreement, and agree not to assert any claim that they are not subject personally to the jurisdiction of the courts of New Hampshire, or that the proceeding is brought in an inconvenient forum.

10. Assistance of Counsel. Each Party represents and warrants to the other that, in connection with all matters covered by this Agreement, each party has had the opportunity for assistance of counsel to the extent that each Party has considered appropriate and represents that each Party is entering into this Agreement in reliance on the other Parties' representations to the same effect.

11. Construction. The Parties acknowledge that they each had an equal opportunity to control the language in this Agreement, and that this Agreement was mutually drafted. The Parties agree that in no event shall this Agreement be presumptively construed against any Party. The subject headings used in this Agreement are for ease of reference and shall not alter or affect the meaning of any term of this Agreement.

12. Severability. If any portion of this Agreement is void or deemed unenforceable for any reason, other than the contingencies discussed above, the remaining portions shall survive and remain in effect, with any necessary modification to become a part of the Agreement and treated as though contained in this original Agreement.

13. Authority to Execute. The Parties to this Agreement represent that they have read and understood the terms of this Agreement and that they have the authority to execute the Agreement and intend to be bound by the terms of the Agreement.

14. Counterparts. This Agreement may be executed in counterparts and/or electronically and shall be effective when all Parties have executed their respective counterparts. Copies of the respective signature pages shall have the same force and effect as original signature pages.

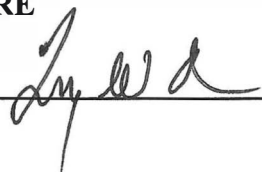
15. Effectiveness. The Effective Date of this Agreement shall be the date upon which all parties have signed it. This Agreement shall remain in effect indefinitely.

16. Computation of Time. For purposes of this Agreement, any reference to days shall mean calendar days, unless otherwise stated. If the date for performance of any obligation under this Agreement falls on a day that is not a business day in the State of New Hampshire, the time for performance shall automatically extend to the first following business day.

THE PARTIES HAVE READ THE ABOVE AGREEMENT, HAVE HAD THE OPPORTUNITY TO DISCUSS IT WITH AN ATTORNEY OF THEIR CHOICE, AND ATTEST THAT THEY FULLY UNDERSTAND AND KNOWINGLY ACCEPT ITS PROVISIONS IN THEIR ENTIRETY WITHOUT RESERVATION, AND THAT THEY HAVE HAD SUFFICIENT TIME TO EVALUATE AND ASSESS THIS AGREEMENT.

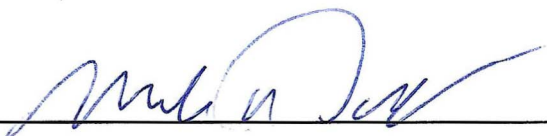
TOWN OF ROXBURY, NEW HAMPSHIRE

Date: May 19, 2026

By: _____

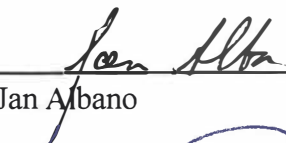
ROXBURY SELECTBOARD

Date: May 19, 2026

By: _____

ROXBURY SELECTBOARD – JAN ALBANO

Date: May 19, 2026

By: _____
Jan Albano

ROXBURY SELECTBOARD – MARK FUNK

Date: May 19, 2026

By: _____
Mark Funk

ROXBURY SELECTBOARD – TIM O'BRIEN

Date: May 19, 2026

By: 
Tim O'Brien

ROXBURY PLANNING BOARD

Date: May 19, 2026

By: 

JOHN A. YANNACCI, JR.

Date: May , 2026

By: _____
John A. Yannacci, Jr.

ROXBURY SELECTBOARD – TIM O'BRIEN

Date: May ____, 2026

By: _____
Tim O'Brien

ROXBURY PLANNING BOARD

Date: May ____, 2026

By: _____

JOHN A. YANNACCI, JR.

Date: May 19, 2026

By: JOHN A. YANNACCI JR
John A. Yannacci, Jr.

5/19/2026

counsel for John Yannacci

Exhibit A

THE STATE OF NEW HAMPSHIRE

CHESHIRE, SS

SUPERIOR COURT

Docket No.: 213-2026-CV-00049

John A. Yannacci, Jr.

v.

Town of Roxbury

NEITHER PARTY DOCKET MARKINGS

The Parties, John A. Yannacci, Jr., and the Town of Roxbury, hereby stipulate and agree that the above-captioned matter be marked:

“Case resolved. Judgment for neither party; no attorneys’ fees; no interest; no costs; no other fees; and no further action for the same cause.”

Respectfully Submitted,

TOWN OF ROXBURY

By their Attorneys,

BCM Environmental & Land Law, PLLC

Date: May __, 2026

/s/ Amy Manzelli, Esq.

By: Amy Manzelli, Esq. (17128)

BCM Environmental & Land Law, PLLC

3 Maple Street, Concord, NH 03301

(603) 225-2585

manzelli@nhlandlaw.com

and

JOHN A. YANNACCI, JR.

By his Attorneys,

Hockensmith & Dowd, P.C.

Date: May __, 2026

/s/ Kelly E. Dowd

By: Kelly E. Dowd, NH Bar No. 14890
kdowd@hdlawpc.com
Hockensmith & Dowd, P.C.
28 Middle Street
Keene, NH 03431
(603) 499-8261

CERTIFICATE OF SERVICE

I hereby certify that on this date a copy of the foregoing was forwarded electronically via the Superior Court's electronic filing system upon all other parties.

Date: May __, 2026

/s/ Amy Manzelli, Esq.
Amy Manzelli, Esq.

THE STATE OF NEW HAMPSHIRE

CHESHIRE, SS

SUPERIOR COURT

Docket No.: 213-2025-CV-00171

John A. Yannacci, Jr.

v.

Town of Roxbury, New Hampshire

NEITHER PARTY DOCKET MARKINGS

The Parties, John A. Yannacci, Town of Roxbury, New Hampshire, hereby stipulate and agree that the above-captioned matter be marked:

“Case resolved. Judgment for neither party; no attorneys’ fees; no interest; no costs; no other fees; and no further action for the same cause.”

Respectfully Submitted,

TOWN OF ROXBURY, NEW HAMPSHIRE

By their Attorneys,

BCM Environmental & Land Law, PLLC

Date: May __, 2026

/s/ Amy Manzelli, Esq.

By: Amy Manzelli, Esq. (17128)

BCM Environmental & Land Law, PLLC

3 Maple Street, Concord, NH 03301

(603) 225-2585

manzelli@nhlandlaw.com

and

JOHN A. YANNACCI, JR.

By his Attorneys,

Hockensmith & Dowd, P.C.

Date: May __, 2026

/s/ Kelly E. Dowd

By: Kelly E. Dowd, NH Bar No. 14890
kdowd@hdlawpc.com
Hockensmith & Dowd, P.C.
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Date: May __, 2026

/s/ Amy Manzelli, Esq.
Amy Manzelli, Esq.

THE STATE OF NEW HAMPSHIRE

CHESHIRE, SS

SUPERIOR COURT

Docket No.: 213-2025-CV-00151

John A. Yannacci

v.

Roxbury Select Board, Roxbury Select Board-Jan Albano, Roxbury Select Board-Mark Funk,
and Roxbury Select Board-Tim O'Brien

NEITHER PARTY DOCKET MARKINGS

The Parties, John A. Yannacci, Roxbury Select Board, Roxbury Select Board-Jan Albano, Roxbury Select Board-Mark Funk, and Roxbury Select Board-Tim O'Brien, hereby stipulate and agree that the above-captioned matter be marked:

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Respectfully Submitted,

**ROXBURY SELECT BOARD
ROXBURY SELECT BOARD-JAN ALBANO
ROXBURY SELECT BOARD-MARK FUNK
ROXBURY SELECT BOARD-TIM O'BRIEN**

By their Attorneys,

BCM Environmental & Land Law, PLLC

Date: May __, 2026

/s/ Amy Manzelli, Esq.

By: Amy Manzelli, Esq. (17128)
BCM Environmental & Land Law, PLLC
3 Maple Street, Concord, NH 03301
(603) 225-2585
manzelli@nhlandlaw.com

and

JOHN A. YANNACCI, JR.

By his Attorneys,

Hockensmith & Dowd, P.C.

Date: May __, 2026

/s/ Kelly E. Dowd

By: Kelly E. Dowd, NH Bar No. 14890

kdowd@hdlawpc.com

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Date: May __, 2026

/s/ Amy Manzelli, Esq.

Amy Manzelli, Esq.

THE STATE OF NEW HAMPSHIRE

CHESHIRE, SS

SUPERIOR COURT

Docket No.: 213-2025-CV-00154

John A. Yannacci

v.

Roxbury Planning Board

NEITHER PARTY DOCKET MARKINGS

The Parties, John A. Yannacci, and the Roxbury Planning Board, hereby stipulate and agree that the above-captioned matter be marked:

“Case resolved. Judgment for neither party; no attorneys’ fees; no interest; no costs; no other fees; and no further action for the same cause.”

Respectfully Submitted,

ROXBURY PLANNING BOARD

By their Attorneys,

BCM Environmental & Land Law, PLLC

Date: May __, 2026

/s/ Amy Manzelli, Esq.

By: Amy Manzelli, Esq. (17128)

BCM Environmental & Land Law, PLLC

3 Maple Street, Concord, NH 03301

(603) 225-2585

manzelli@nhlandlaw.com

and

JOHN A. YANNACCI

By his Attorneys,

Hockensmith & Dowd, P.C.

Date: May __, 2026

/s/ Kelly E. Dowd

By: Kelly E. Dowd, NH Bar No. 14890
kdowd@hdlawpc.com
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Amy Manzelli, Esq.