



T: 973-402-9410
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www.boonton.org

100 Washington Street
Boonton, NJ 07005

RESOLUTION 21-04

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF BOONTON, COUNTY OF MORRIS AND STATE OF NEW JERSEY, AUTHORIZING THE APPOINTMENT OF A PUBLIC SAFETY DIRECTOR

WHEREAS, the Town of Boonton desires to employ the services of a Public Safety Director; and

WHEREAS, the offer made to a previous candidate was not accepted for personal reasons, after Resolution 20-307 was adopted; and

WHEREAS, the Town of Boonton wishes to appoint Daniel R. DeGroot to the position of Public Safety Director, effective January 11, 2021; and

WHEREAS, it is the desire of the Mayor and Board of Aldermen to enumerate certain benefits and establish certain conditions and terms of employment; and

WHEREAS, Daniel R. DeGroot desires to accept employment as the Public Safety Director for the Town of Boonton; and

WHEREAS, Daniel R. DeGroot shall hereby be appointed, in accordance with the terms of an Agreement which shall be placed on file within the Municipal Clerk's Office.

WHEREAS, the appointment of Mr. Daniel R. DeGroot as Public Safety Director shall be at a salary of \$120,000 per year.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the Town of Boonton, County of Morris and State of New Jersey, that the appointment of Daniel R. DeGroot as the Public Safety Director for the Town of Boonton as described above, is hereby authorized; and

BE IT FURTHER RESOLVED that Resolution 20-307 is hereby rescinded; and

BE IT FURTHER REVOLVED that the Mayor and Town Clerk are hereby authorized to take all such actions necessary to finalize said appointment.

I, Cynthia A. Oravits, Clerk of the Town of Boonton, County of Morris, and State of New Jersey, hereby certifies this to be a true copy of a resolution adopted by the Mayor and Board of Aldermen of the Town of Boonton on January 1, 2021.


Cynthia A. Oravits, RMC
Town Clerk



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RESOLUTION 22-106

RESOLUTION OF THE TOWN OF BOONTON, COUNTY OF MORRIS AND STATE OF NEW JERSEY, ACCEPTING THE RESIGNATION OF THE TOWN OF BOONTON PUBLIC SAFETY DIRECTOR

WHEREAS, Town of Boonton Public Safety Director Dan DeGroot has submitted his resignation from his position, effective April 8, 2022; and

WHEREAS, Director DeGroot will enter into a separation agreement with the Town of Boonton, which in consideration of his employment agreement with the Town, shall result in 90 days' compensation and the amicable separation from employment from the Town.

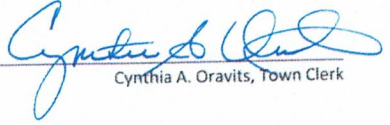
NOW, THEREFORE, BE IT RESOLVED that the Mayor and Town Council of the Town of Boonton that the resignation of Public Safety director Dan DeGroot is hereby approved and accepted as reflected above.

BE IT FURTHER RESOLVED that the Mayor and Town Clerk are hereby authorized to take all necessary further actions to accept this resignation and for payment to Mr. DeGroot as per the employment agreement's terms.

BE IT FURTHER RESOLVED that Mr. DeGroot's last day of employment is Friday, April 8, 2022.

BE IT FURTHER RESOLVED that this resolution shall take place immediately.

I, Cynthia A. Oravits, Clerk of the Town of Boonton, County of Morris, and State of New Jersey, hereby certifies this to be a true copy of a resolution adopted by the Mayor and Board of Aldermen of the Town of Boonton on April 4, 2022.


Cynthia A. Oravits, Town Clerk

*Small Town,
Big Heart*



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100 Washington Street
Boonton, NJ 07005

April 19, 2022

Mr. Daniel DeGroot
1516 Parkview Lane
Rockaway Township, New Jersey 07866

Dear Dan,

Please find enclosed a fully executed separation agreement and release.

It has been a pleasure working with you and I wish you all of the best in your future endeavors.

I want to take this opportunity to remind you that pursuant to Paragraph 4 of the agreement, there is a mutual expectation that there will be no further communication regarding your employment with the Town of Boonton. Accordingly, in the event you speak about Town Officials or matters which are privy in your capacity as Public Safety Director, you should ensure you do not violate the terms of the separation agreement.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Neil Henry". The signature is fluid and cursive, with a long horizontal stroke at the end.

Neil Henry
Town Administrator

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (hereinafter referred to as the "Agreement") is entered into as of the 4th day of April, 2022, by and between the **TOWN OF BOONTON** (hereinafter "the Town" or "Employer") and **DANIEL DEGROOT** (hereinafter "DeGroot" or "Employee") (the Town and Employee are collectively referred to herein as the Parties, or individually as the Party).

WHEREAS, DeGroot is employed as the Public Safety Director for the Town of Boonton; and

WHEREAS, DeGroot has advised the Town that due to his recurrent health condition he seeks to resign from his employment; and

WHEREAS, the parties hereto wish to memorialize the resignation which DeGroot shall be afforded upon leaving employment and all matters related to the employment relations between them.

NOW THEREFORE, in consideration of the mutual promises of the Parties to this Agreement, the receipt and sufficiency is hereby acknowledged, the Parties agree as follows:

1. RESIGNATION

a. Effective April 8, 2022 DeGroot shall resign from employment in good standing from the Town of Boonton. Said resignation shall be considered irrevocable. Upon signing this Settlement Agreement, DeGroot shall provide simultaneously an irrevocable letter of resignation and such resignation shall be effective close of business April 8, 2022, which is attached hereto as Exhibit A.

b. The Town shall pay DeGroot a severance payment equal to three (3) months of salary (\$30,600) less any applicable deductions. Payment shall be made by the Town within fifteen (15) calendar days from this Agreement being fully executed by the parties.

c. The Town shall provide DeGroot dental benefits for three (3) months starting from April 8, 2022 through July 8, 2022. The full cost of the dental benefits premium shall be paid by DeGroot.

d. If the Town or any of its officials are requested to provide an employment reference for DeGroot, there shall be no verbal references. The Town will provide a written response that states DeGroot's title, dates of employment, final salary and that he resigned in good standing.

e. DeGroot shall not be afforded any other payments, benefits and/or compensation except as what is set forth in this Agreement.

f. This Agreement is entered into with the understanding that it is without precedent and shall not be referred to in any other case or matter between the Town or any employee of the Town.

g. This Agreement shall not be construed as an admission by any party or representative, of any violation of any federal or state law, administrative code, ordinance, regulation, or violation of any public policy.

2. COMPLETE RELEASE AND COVENANT NOT TO SUE

In consideration for the payments, benefits, and other promises set forth in this Agreement, the Employee, his heirs, assigns and agents (hereinafter referred to collectively as "DeGroot") voluntarily enters into this Agreement, and certifies that he has not been threatened or coerced into signing this Agreement, upon the terms which follow:

a. DeGroot hereby releases, waives and discharges the Town, its affiliated departments, and its officers, trustees, agents, employees, successors and assigns (hereinafter collectively referred to as the "Releasees") from each and every claim,

demand, cause of action, obligation, damage, complaint, or action or writ of any kind, nature, character or description that DeGroot had, now has, or may in the future have against the Releasees on account of or arising out of any matter or thing that has happened, developed or occurred prior to the date of this Agreement including, but not limited to, the employment of DeGroot. This Complete Release includes, but is not limited to, any claim, demand, cause of action, obligation, claim for damages of any kind, complaint, expense, compensation, or action or writ of any kind, nature, character or description arising out of or under Federal, State or municipal statute or ordinance and any other law (whether such be common law, decisional law or statutory law), rule, regulation, executive order or guideline, and any and all claims for attorney's fees and costs arising from the above acts including, but not limited to:

i. Any claim, cause of action, demand or complaint arising out of or under federal law, such as Title VII of the Civil Rights Act, 42 U.S.C. 2000e et seq. and equivalent State law, such as the New Jersey Law Against Discrimination (NJLAD), which, among other things, prohibits discrimination in employment on the basis of an individual's race, creed, color, religion, sex, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, handicap, atypical hereditary cellular or blood trait or liability for service in the Armed Forces of the United States.

ii. Any claim, cause of action, demand or complaint arising out of or under the New Jersey Conscientious Employee Protection Act ("CEPA") (N.J.S.A. 34:19-1 et seq.), which, among other things, prohibits retaliation based on an employee engaging in protected conduct.

iii. Any federal claim, cause of action demand or complaint arising out of or under the Federal Title VII of the Civil Rights Act of 1964 (Title VII) or the Civil Rights Act of 1991, as amended, which, among other things, prohibit discrimination in employment on account of a person's race, color, religion, sex or national origin.

iv. Any claim, cause of action, demand or complaint arising out of or under the federal Worker Adjustment and Retraining Notification ("WARN") Act (29 U.S.C. § 2101 et seq.), and/or equivalent State law, such as the New Jersey Millville Dallas Airmotive Plant Job Loss Notification Act (commonly referred to as the NJ WARN) (N.J.S.A. 34:21-2 et seq.), which, among other things, requires employers to provide employees with advance notice of business closing or mass layoff from the employer.

v. Any claim, cause of action, demand or complaint arising out of or under the Federal Age Discrimination in Employment Act of 1967, as amended (ADEA), which among other things, prohibits discrimination in employment on account of a person's age.

vi. Any claim, cause of action, demand or complaint arising out of or under the Federal Americans with Disabilities Act (ADA), which, among other things, prohibits discrimination in employment on account of a person's disability or handicap.

vii. Any claim, cause of action, demand or complaint arising out of or under the Federal Family and Medical Leave Act (FMLA), and equivalent State law, which, among other things, entitles an employee to take reasonable leave for

medical reasons for the birth or adoption of a child, and for the care of a child, spouse or parent who has a serious health condition.

viii. Any claim, cause of action demand or complaint arising out of or under the Federal Rehabilitation Act of 1973, as amended, which, among other things, prohibits discrimination in employment by Federal contractors against individuals with disabilities.

ix. Any claim, cause of action, demand or complaint arising out of or under the Federal Employee Retirement Income Security Act of 1974, as amended (ERISA), which among other things, regulates pension and welfare plans and prohibits interference with individual rights protected under that statute.

x. Any claim, cause of action, demand or complaint arising out of or under the Federal Older Workers Benefit Protection Act (OWBPA) which, among other things, amends provisions of ADEA and prohibits discrimination in employment and employment benefits on account of a person's age.

b. DeGroot represents that there are no pending lawsuits, charges or other claims of any nature whatsoever by him against the Town of Boonton and/or the Releasees in any state or federal court, agency or other administrative body on account of or arising out of DeGroot's employment with the Town of Boonton. DeGroot understands that nothing in this Agreement shall be construed to prohibit him from filing a charge with, or participating in any investigation or proceeding conducted by, the New Jersey Division on Civil Rights, the U.S. Equal Employment Opportunity Commission (EEOC), or with any other Federal, State or local court or agency. Notwithstanding the foregoing, DeGroot hereby waives any and all rights to recover monetary damages in any charge, complaint,

or lawsuit filed by him or by anyone else on his behalf based on events occurring which arose or existed on or before the date on which this Agreement is fully executed. DeGroot specifically does not release any rights to enforce this Agreement, any claims based on events, acts, or failures to act that occur after the date of this Agreement, or any claims that

 he is precluded from releasing or waiving as a matter of law.

3. VIOLATION OF AGREEMENT.

If either party violates any of the terms of this Separation Agreement and Release, the violating party agrees to pay all costs and expenses of enforcement, including reasonable attorney's fees.

4. MUTUAL NON-DISPARAGEMENT.

DeGroot agrees that, in any communications with the press, other media or any other individual, he shall not criticize, ridicule or make any statement which disparages or is derogatory of the Town or its employees, directors or senior officials. Likewise, the Town and its senior officials will not criticize, ridicule or make any statement which disparages or is derogatory of DeGroot.

5. CONSULTATION WITH ATTORNEY.

DeGroot has been afforded the ability to consult with his attorney with respect to this Agreement. Further, DeGroot hereby acknowledges that he is satisfied with any consultation and advice of his Attorney.

6. COMPLETE AGREEMENT.

This Agreement contains the entire agreement between DeGroot and the Town, and supersedes all prior agreements, understandings and/or dealings whether written or otherwise with respect to the same subject matter. There is no agreement on the part of the Town to do anything

other than what is expressly stated in this Agreement. It is understood between and among all Parties hereto that the terms of this Agreement shall not have a precedential effect or constitute binding precedent.

7. MODIFICATION.

No modification or amendment of this Agreement will be enforceable unless it is in writing and signed by both the Town and DeGroot.

8. SEVERABILITY.

Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not part of this Agreement.

9. ATTESTATION.

DeGroot represents and warrants that he has carefully read each and every provision of this Agreement and that he fully understands all of the terms and conditions contained in each provision of this Agreement. DeGroot represents and warrants that he enters into this Agreement voluntarily, of his own free will, without any pressure or coercion from any person or entity including, but not limited to, the Town.

10. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of New Jersey.

11. REVOCATION.

DeGroot may revoke this Agreement within seven calendar (7) days after the date this Agreement is signed by DeGroot. This revocation must take the form of written notice by DeGroot,

which specifically indicates that he intends to revoke this Agreement. This revocation must be provided to the Town, c/o Matthew J. Giacobbe, Esq., Cleary Giacobbe Alfieri Jacobs, LLC, 169 Ramapo Valley Road, Upper Level - Suite 105, Oakland, New Jersey 07436. This seven (7) day revocation period may not be waived. In the event DeGroot revokes his acceptance of this Agreement, any and all payments to DeGroot from the Town made pursuant to this Agreement must be returned with the written letter of revocation.

12. REASONABLE PERIOD OF TIME.

DeGroot agrees that he has been given a reasonable period of time of at least twenty-one (21) days within which to review and consider this Agreement prior to executing this Agreement, but that he may waive this twenty-one (21) day period by signing in the space provided at the end of this Agreement (See Exhibit "B" attached hereto).

13. PRECATORY PHRASES.

The precatory phrases ("whereas clauses") are not mere recitals, but are specifically agreed to by the Parties and are incorporated herein by reference.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT EACH HAS READ THE TERMS OF THIS AGREEMENT, UNDERSTANDS THE TERMS OF THIS AGREEMENT AND INTENDS TO BE LEGALLY BOUND BY THIS AGREEMENT AND ITS PROVISIONS. ADDITIONALLY, THE PARTIES ARE SIGNING BELOW VOLUNTARILY AND WITHOUT THREAT OR COERCION OF ANY KIND.

IN WITNESS WHEREOF, and intending to be legally bound hereby, I, Daniel DeGroot, executed the foregoing Agreement this ____ day of April, 2022.


DANIEL DEGROOT

RICHARD CORCORAN, MAYOR
TOWN OF BOONTON

4/4/2022
Date
4/4/2022
Date

EXHIBIT A

Dear Mr. Henry:

Effective April 8, 2022, at the close of business, I am resigning from my employment with the Town of Boonton as Public Safety Director. I understand that this resignation is not revocable but that my resignation is in good standing.

Very truly yours,


DANIEL DEGROOT

DATED: April 4, 2022

EXHIBIT B

WAIVER

By signing below, the undersigned hereby irrevocably elects to waive the 21-day period referred to in Paragraph 12 of this Agreement.

Date: 4/4/2022

A handwritten signature in blue ink, appearing to read "Daniel DeGroot", written over a horizontal line.

Daniel DeGroot