

SEVERANCE AGREEMENT & GENERAL RELEASE

THIS SEVERANCE AGREEMENT & GENERAL RELEASE (hereinafter referred to as the "Agreement") is made and entered into as of October 14, 2017, by and between

MARC APPELBAUM for himself and his legal representatives, agents, heirs, executors, administrators, successors and assigns (collectively referred to herein as "APPELBAUM"), and

TOWN OF DEWEY BEACH and its elected officials, former elected officials who held office in 2017, employees, attorneys, successors and assigns (collectively referred to herein as "DEWEY BEACH"), for the following purposes and with reference to the following background:

A. APPELBAUM is employed by DEWEY BEACH as a Town Manager.

B. DEWEY BEACH and APPELBAUM have mutually agreed that APPELBAUM'S employment as Town Manager shall end by APPELBAUM'S resignation.

C. DEWEY BEACH has offered to provide, and APPELBAUM has agreed to accept, certain severance payments and benefits, to which APPELBAUM is not otherwise entitled by reason of his employment by DEWEY BEACH, and APPELBAUM has agreed to provide a General Release to DEWEY BEACH in order to settle and resolve any and all potential claims by APPELBAUM with respect to or

arising from the parties' employment relationship, and to conclude their relationship on mutually satisfactory terms.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the undersigned agree as follows:

1. APPELBAUM'S resignation will be announced during the October 14, 2017, meeting of the DEWEY BEACH Town Commission. APPELBAUM'S last official workday will be October 20, 2017.

2. DEWEY BEACH will pay APPELBAUM his contractual salary and health benefits through March 11, 2018. In addition, DEWEY BEACH will pay APPELBAUM the sum of \$100,000 on or before October 31, 2017. APPELBAUM hereby waives, releases and foregoes any indemnification by DEWEY BEACH pursuant to the Town Charter or Town Code for any legal fees incurred through October 14, 2017. APPELBAUM retains the right to seek indemnification for any attorneys' fees or other liabilities incurred subsequent to October 14, 2017 for which indemnification may be available pursuant to the Town Charter or Town Code.

3. APPELBAUM shall be provided with COBRA election enabling him to remain covered for the allowable period provided under the applicable COBRA statutes.

4. In consideration for the considerations provided for in this Agreement, APPELBAUM waives, releases and gives up any and all claims and rights which he may have against DEWEY BEACH,

based on any act, event, or omission occurring before the execution of this Agreement, arising out of or in connection with his employment with DEWEY BEACH or his separation therefrom. APPELBAUM specifically waives, releases and gives up any and all claims arising from or relating to his employment and separation from employment by DEWEY BEACH, including but not limited to any claim which could be asserted now or in the future under (a) the common law, including but not limited to theories of breach of express or implied contract or duty, tort, wrongful termination, defamation, or violation of public policy; (b) any policies, practices, or procedures of DEWEY BEACH; (c) any federal, state and/or local statutes or regulations including but not limited to: the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 et. seq.; the Older Workers Benefit Protection Act, 29 U.S.C. § 626 et. seq.; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; the Rehabilitation Act of 1973, 29 U.S.C. § 791 et seq.; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; the Equal Pay Act, 29 U.S.C. § 206(d) et seq.; the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq.; and/or the Delaware Discrimination in Employment Act, Del. Code Ann. tit. 19, § 710 et seq.; (d) any contract of employment, expressed or implied;

(e) any provision of the Constitution of the United States, the State of Delaware, or any other state; (f) any and all claims or actions for attorneys' fees; and (g) any provision of any other law, common or statutory, of the United States, the State of Delaware, or any other state.

This release does not apply to claims that may arise after the date this Agreement is fully executed.

Notwithstanding this release, APPELBAUM will continue to be subject to the provisions of Chapter 22 of the DEWEY BEACH Code.

5. Complete Bar: APPELBAUM agrees that the parties released above in paragraph 4 may plead this Agreement as a complete bar to any action or suit before any court with respect to any claim released herein. APPELBAUM further agrees that should any such action or suit be taken against DEWEY BEACH by him or on his behalf, DEWEY BEACH shall be entitled to summary judgment dismissing such action or suit, together with all attorneys' fees and costs incurred by DEWEY BEACH or the released individuals in securing such dismissal or judgment. APPELBAUM further agrees that, should he file any claim, charge or complaint with any administrative agency, he shall not be entitled to receive any relief, whether monetary or injunctive, by reason of such charge or complaint.

6. This Agreement is made for the purpose of amicably concluding the parties' relationship on mutually satisfactory

terms and shall not be construed as an admission by DEWEY BEACH or APPELBAUM of breach of contract, misrepresentation, or any other wrongdoing or liability of whatever nature.

7. Nondisparagement: APPELBAUM promises that he will not make critical, negative, or disparaging remarks, privately or publically, about DEWEY BEACH or its elected officials, including but not limited to comments about any of their employment practices, or relating in any way to information obtained during the course of his employment with DEWEY BEACH. DEWEY BEACH promises that neither it nor its elected officials will not make critical, negative, or disparaging remarks, privately or publically, about APPELBAUM.

8. Enforcement: Any party shall have the right specifically to enforce this Agreement, except for provisions which subsequently may be held invalid or unenforceable.

9. Acknowledgments: APPELBAUM represents that he has carefully read and fully understands all the provisions of this Agreement, that he is entering into this Agreement voluntarily, and that he has been advised in writing by this Agreement to consult with an attorney of his choice and at his expense before executing it.

10. Full Knowledge: APPELBAUM further warrants, represents, and agrees that in executing this Agreement, he does

so with full knowledge of any and all rights which he may have with respect to the matters described above.

11. No Reliance: APPELBAUM further states that he is not relying and has not relied on any representation or statement made by DEWEY BEACH with respect to the subject matter hereof or with regard to APPELBAUM'S rights or asserted rights. APPELBAUM hereby assumes the risk of all mistakes of fact with regard to the subject matter hereof.

12. Voluntariness of Agreement: APPELBAUM represents that he is executing the Agreement voluntarily and fully intending to be legally bound because, among other things, the Agreement provides valuable benefits to him that he might otherwise not be entitled to receive.

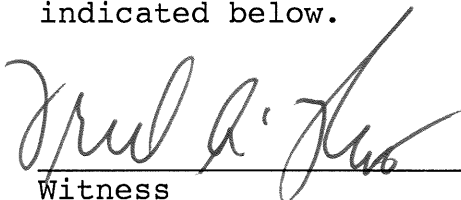
13. Controlling Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

14. Successors and Assigns: APPELBAUM and DEWEY BEACH are bound by this Agreement, and those who succeed to APPELBAUM'S rights and responsibilities, such as his heirs, the executor of his estate, or his personal or legal representatives, are also bound, and this Agreement also inures to their benefit. This Agreement is made for the benefit of DEWEY BEACH and all who succeed to its rights and responsibilities, such as any successors and assigns.

15. Entire Agreement: This Agreement sets forth the entire agreement of the parties, supersedes and extinguishes any and all prior statements, agreements, representations, or understandings by or among the parties to this Agreement, and may not be modified or amended except in writing, executed by all of the parties.

APPELBAUM ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT AND THAT HE FULLY KNOWS, UNDERSTANDS, AND APPRECIATES THE CONTENTS OF THIS AGREEMENT AND THAT HE EXECUTES THE SAME AND MAKES THE SETTLEMENT PROVIDED FOR HEREIN VOLUNTARILY AND OF HIS FREE WILL.

IN WITNESS WHEREOF, expressly intending to be legally bound hereby, MARC APPELBAUM and the TOWN OF DEWEY BEACH have executed this Severance Agreement and General Release on the dates indicated below.



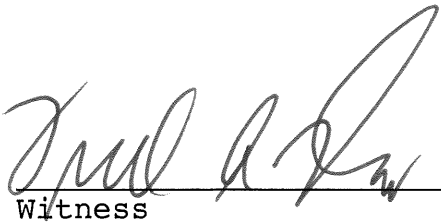
Witness

 (SEAL)
MARC APPELBAUM

DATE: 10.14.17

DATE: 10-14-17

TOWN OF DEWEY BEACH



Witness

BY:  (SEAL)
MAYOR

DATE: 10.14.17

DATE: 10/14/17