

**EXHIBIT B**

September 21, 2021

Re: Robert Egan

To Whom it May Concern:

Robert Egan has been employed by the North Branch Water and Light Commission since 2008. As the Power Plant Manager of North Branch Water and Light Commission, Mr. Egan's duties and responsibilities included operating, maintaining, scheduling, and recordkeeping for the CAT diesel generators. In addition, Mr. Egan was the primary NBWL representative to collect automated metering readings, while conducting manual billing reads and customer move-in/move-out meter reads. Mr. Egan also assisted the electrical distribution crew for new service installation. Finally, Mr. Egan also performed building and grounds duties for NBWL's Maple Street and Forest Blvd facilities.

Mr. Egan exhibited excellent trouble-shooting skills when the generators had operating issues; developed a 10-year plan for major fluid replacements, was punctual and his attendance was exemplary; and was well regarded by his municipal cohorts within the Southern Minnesota Municipal Power Agency (SMPMPA).

North Branch Water and Light Commission wishes Mr. Egan well in his future endeavors.

Sincerely,

Scott Hautala  
General Manager

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of his intent to revoke this Agreement within fifteen (15) calendar days following Egan's execution of it. To be effective, such written notice must be in writing and delivered either by hand or by mail within the required period. If sent by mail, the rescission must be (1) postmarked within the fifteen (15) day period; (2) properly addressed to Nathan Keech, Commission Chair, c/o Renee Fry, City Administrator, 6408 Elm Street, North Branch, MN 55056; and (3) sent by certified mail, return receipt requested.

2. Egan likewise has the right to rescind (cancel) this Agreement only insofar as it extends to potential claims under the federal Age Discrimination in Employment Act, by informing the Employer of his intent to rescind the Agreement within seven (7) calendar days following his execution of the Agreement. To be effective, such written notice must be in writing and delivered either by hand or by mail within the required period. If sent by mail, the rescission must be (1) postmarked within the fifteen (15) day period; (2) properly addressed Nathan Keech, Commission Chair, c/o Renee Fry, City Administrator, 6408 Elm Street, North Branch, MN 55056; and (3) sent by certified mail, return receipt requested.
  3. It is understood that the Employer and City shall have no obligation whatsoever under the Agreement in the event of such rescission by Egan, and the Agreement shall not become effective or enforceable until this rescission period has expired. Egan agrees that if he exercises any right of rescission, the Employer and City may at its option either nullify this Agreement in its entirety or keep it in effect as to all claims not rescinded in accordance with the rescission provisions of this Agreement. In the event the Employer opts to nullify the entire Agreement, neither Egan nor the Employer will have any rights or obligations whatsoever under this Agreement, with the exception that Egan will be obligated to repay the Employer for any amounts paid by the Employer pursuant to this Agreement. Any rescission, however, does not affect Egan's separation from employment.
- E. If, in the future, Egan asserts any claim released herein, such claim shall be dismissed with prejudice, and reasonable costs and attorneys' fees shall be awarded to the Employer in the amount determined by a court of competent jurisdiction.

Dated: 09-22-2021

  
Robert Egan

Subscribed and sworn to before me the

22nd day of September, 2021.

Notary Public





- c. Unless waiver of these claims is prohibited by Minnesota law, claims for alleged injuries or damages or compensation for bodily injury, personal injury, wage loss benefits, reinstatement, medical expenses, emotional distress, fines, penalties, punitive damages, attorney's fees, costs and expenses, interest, and claims of injunctive relief.

- B. Agreement to Release Claims. In exchange for the promises of the Employer contained in the Agreement and the payments of the Employer and other valuable consideration as set forth in paragraphs 2 of this Agreement, Egan releases all of Employee's Claims against the Employer and City that he now has, whether or not he knows about them. Egan agrees that the Employer and City do not owe him anything in addition to the promises of the Employer and City contained in the Agreement.

Egan will not bring any lawsuits, commence any proceeding relating to any claim, file any charges or complaints or make any other demands against the Employer or City based upon Employee's Claims except as permitted by law, and if the law permits Egan to commence such a proceeding, Egan agrees that he may not seek or recover any monetary damages or other relief as a result of any such proceeding.

Egan fully and completely releases, waives, and forever discharges and promises not to sue, or make any other demands against the Employer or City related to any and all manner of claims, demands, actions, causes of action, administrative claims, promises, agreements, contracts, rights, liability, damages, claims for attorneys' fees, costs, and disbursements, or demands of any kind, including but not limited to, all claims arising in tort or contract, or any other federal, state, and local laws, statutes, ordinances, regulations or orders or any other claims in any manner relating to Egan's employment with and separation from the Employer arising in law or equity, whether known, suspected, or unknown, and however originating or existing which Egan now has, or which Egan at any time heretofore had or had a claim to have, against the Employer to the date of execution of this Release.

If in the future Egan asserts any claim released herein, such claim shall be dismissed with prejudice, and reasonable costs and attorneys' fees shall be awarded to the Employer in the amount determined by a court of competent jurisdiction.

- C. Consideration Period. Egan understands that he has twenty-one (21) calendar days from the date he receives the Agreement, not counting the day upon which he receives it, to consider whether or not he wishes to sign the document and release his claims as set forth above. Egan agrees that changes to the Agreement, whether material or immaterial, will not restart the twenty-one (21) calendar day acceptance period. Egan acknowledges that if he signs the Release before the end of the twenty-one (21) day period, it is because he has decided that he has already had sufficient time to decide whether to release all of his claims.

- D. Right to Rescind.

- 1. Egan has the right to rescind (cancel) this Agreement only insofar as it extends to potential claims under the Minnesota Human Rights Act, by informing the Employer

## RELEASE AND WAIVER OF ALL CLAIMS EXHIBIT A

A. Definitions. All words used in the Release and Waiver of All Claims are intended to have their plain meaning in ordinary English. Specific terms used in the release have the following meanings:

1. "Employer," as used in the Release and Waiver of All Claims, will at all times mean the City of North Branch (hereafter "City"), North Branch Water and Light Commission, Minnesota and its present and former Board members, its present and former Council members, employees, agents, assigns, insurers, representatives, counsel, predecessors, successors, and other affiliates, of any of them, in both their individual and official capacities.
2. "Egan," as used in the Release and Waiver of All Claims, means Robert Egan, or anyone who has or obtains any legal rights or claims through his, including without limitation, assigns, successors, representatives, executors, and heirs.
3. "Employee's Claims," as used in the Release and Waiver of All Claims, mean any rights Egan has now or hereinafter to any relief of any kind from the Employer whether or not Egan knows now about those rights, arising out of or related to his employment with the Employer and his separation from employment including, without limitation, the following:
  - a. Claims for breach of contract, fraud or misrepresentation, deceit, assault and battery, defamation, all forms of unlawful discrimination and/or harassment, negligence, intentional or negligent infliction of emotional distress, mental anguish, humiliation, embarrassment, pain and suffering, reprisal, unfair labor practices, breach of the covenant of good faith and fair dealing, promissory estoppel, negligence or other breach of duty, wrongful termination of employment, retaliation, breach of public policy, vicarious liability, invasion of privacy, interference with contractual or business relationships, reprisal; and
  - b. Claims for violation of the Constitution of the United States, the Constitution of the State of Minnesota, the Americans with Disabilities Act ("ADA"), the Rehabilitation Act of 1973, the ADA Amendments Act ("ADAA"), the Federal Fair Employment Practices Act, Title VII of the federal Civil Rights Act of 1964 as amended, the federal Age Discrimination in Employment Act ("ADEA"), the Equal Pay Act ("EPA"), the Lilly Ledbetter Fair Pay Act of 2009, the Fair Labor Standards Act ("FLSA"), the Family and Medical Leave Act ("FMLA"), Section 1983 claims, the Minnesota Human Rights Act, the Minnesota Veterans Preference Act, the Workers' Compensation Wrongful Discharge statute, Minn. Stat. § 176.82, Minnesota Whistleblower statute, Minn. Stat. § 181.932, claims for continued health insurance coverage under Minn. Stat. § 299A.465, or other federal, state or local civil rights laws prohibiting discrimination, and any other claims for unlawful employment practices; and




and Release and Waiver of All Claims; and (e) he enters into this Separation Agreement and Release and Waiver of All Claims knowingly and voluntarily.

10. Enforceable Contract. This Agreement will be construed, enforced and governed by the laws of the State of Minnesota and the laws of the United States. If any part of this Agreement is construed to be in violation of any law, such part shall be modified to achieve the objective of the parties to the fullest extent permitted and the balance of this Agreement shall remain in full force and effect.

11. Counterparts. This Agreement may be signed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement by their signatures below.

Dated: 09-22-2021

  
Robert Egan

Subscribed and sworn to before me this

22nd day of September, 2021.



Notary Public

Dated: 9/22/2021

IUOE LOCAL 49

Dated: \_\_\_\_\_

NORTH BRANCH WATER AND  
LIGHT COMMISSION

Dated: \_\_\_\_\_

CITY OF NORTH BRANCH

Dated: \_\_\_\_\_

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