

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (the "Agreement"), dated as of July 2, 2026, is made between William Simmons ("Mr. Simmons"), who resides at [REDACTED] and the Syracuse Housing Authority ("SHA"), with its principal offices located at 516 Burt Street Syracuse, NY 13202 ("SHA"). The term "Mr. Simmons" includes his heirs, executors, administrators, personal representatives, successors, and assigns. Mr. Simmons and SHA are together referred to herein as the "Parties."

RECITALS

WHEREAS, Mr. Simmons has been employed with SHA since 2006 and is currently the Executive Director pursuant to a contract that runs through July 31, 2027;

WHEREAS, the Parties have decided to enter into an amicable separation agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and in full and complete settlement of all matters between Mr. Simmons and SHA, the Parties agree as follows:

TERMS

1. **Separation Date.** The Parties agree that Mr. Simmons' last day of employment with SHA shall be July 10, 2026 (the "Separation Date").

2. **Severance.** Subject to Mr. Simmons' execution of and compliance with this Agreement from the Separation Date and thereafter, SHA shall pay to Mr. Simmons a sum of two hundred seventy-four thousand, one hundred forty-six dollars and twenty-five cents (\$274,146.25) in a lump sum less required federal, state, and local withholdings (the "Severance Payment"). This amount is in settlement of all claims for salary and accrued vacation time through the end of the contract term on July 31, 2027. The lump sum Severance Payment shall be paid on the first payroll date after the expiration of the revocation period described below, less required federal, state, and local withholdings. Mr. Simmons agrees that, but for signing and returning this Agreement, he would not be entitled to receive the Severance Payment.

3. **Continuation of Health Insurance Benefits.** During the period from July 31, 2026 through July 31, 2027, SHA shall either: (a) extend Mr. Simmons and Mr. Simmons dependents' coverage elected under SHA's medical, dental and vision plans, or (b) if continuation of health insurance benefits is not possible following the resignation, pay the employer portion of any and all of Mr. Simmons' medical, dental, and vision premiums under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA").

4. **Full Satisfaction of Claims.** The above-referenced payments are in full satisfaction of any and all claims Mr. Simmons may have against SHA, and exceed in value any

payment, benefit, or other thing of value to which Mr. Simmons may otherwise be entitled, expressly including, but not limited to, Mr. Simmons' Paid Time Off and any other paid leave benefits, wages, salary overtime, bonuses, commissions, or anything of value. All payments will be subject to applicable tax withholdings, as determined by SHA in its sole discretion.

5. Expenses. To the extent Mr. Simmons has any outstanding reimbursable expenses, he will submit for such expenses no later than seven (7) days after the Separation Date. All approved reimbursements will be paid pursuant to the usual SHA procedures.

6. Release of Claims. In exchange for the consideration exchanged under this Agreement, Mr. Simmons unconditionally releases and discharges SHA, its related entities, parent companies, subsidiaries, affiliates, predecessor entities, successors and assigns, and all of their present or former commissioners, directors, officers, partners, members, managers, affiliates, shareholders, employees, attorneys and agents, whether in their individual or official capacities, and the current and former trustees or administrators of any benefit plans for employees of SHA in their official and individual capacities (collectively, the "Releasees") from any and all causes of action, suits, damages, claims, proceedings, demands, liabilities, and claims for attorneys' fees and costs ("Claims"), that he has or may have, against the Releasees, either directly or indirectly, relating to any and all acts, occurrences, events or omissions arising on or before the date of his execution of this Agreement, whether asserted or unasserted, whether known or unknown, including, but not limited to, Claims arising out of, or in any way related to, his employment with, and separation from, SHA ("Employment Claims"). Employment Claims include, but are not limited to:

- a. Any claim for breach of contract;
- b. Any tort claims;
- c. Any claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Rehabilitation Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Equal Pay Act, 42 USC §§ 1981, 1983, 1985 et seq., the Genetic Information Nondiscrimination Act, the Worker Adjustment and Retraining Notification Act (WARN), the False Claims Act (31 U.S.C. §§ 3729-3733), any Qui Tam actions, the New York State Executive Law (including the New York State Human Rights Law), the New York State Labor Law, the New York City Human Rights Law, any amendments to those statutes, and all other federal, state and local laws and ordinances relating to employment;
- d. Any claims arising under the Employee Retirement Income Security Act ("ERISA") (but not claims to any vested ERISA benefits) or any other federal or state law pertaining to employee retirement or welfare benefits;

- e. Any claims arising under any other federal, state, or local statutory or regulatory provision;
- f. Any claims arising under federal common law or under the common law of any state or jurisdiction; and
- g. Any claims for attorneys' fees and/or costs.

This Release of Claims provision (Paragraph 5) shall be construed to release all claims to the full extent allowed by law. If any term of this Paragraph 5 shall be declared unenforceable by a court or other tribunal of competent jurisdiction, it shall not adversely affect the enforceability of the remainder of this paragraph. Notwithstanding the foregoing, the above general release does not release Claims to enforce the terms of this Agreement and Claims that cannot be released by a private settlement agreement, including, without limitation, Mr. Simmons' right to: (i) file for workers' compensation or unemployment insurance; and (ii) file a charge or participate in an administrative investigation or proceeding of the Equal Employment Opportunity Commission, the National Labor Relations Board, or any other local, state, or federal administrative body or government agency; provided, however, that in the case of (ii), Mr. Simmons hereby disclaims and waives any right to share or participate in any monetary award resulting from the prosecution of such charge or investigation to the fullest extent permitted by law.

by a 7. Discontinuance of Claims. Mr. Simmons acknowledges that he has not commenced any actions or proceedings whatsoever against SHA in any forum and agrees that, in the event any such action or proceeding has been commenced, he will immediately do whatever is necessary to withdraw those actions or proceedings with prejudice and without assessment of costs or attorneys' fees.

8. Post Resignation Consulting. Mr. Simmons agrees that he will be available to assist SHA with the transition as a consultant for a period of eight (8) weeks following his resignation (the "Transition Period"). During the Transition Period, Mr. Simmons will report to the Chairperson of the SHA Board of Commissioners. He will not be required to consult for more than five hours in any calendar week.

by a 9. Joint Announcement. The Parties will make a mutually agreeable joint announcement regarding Mr. Simmons' resignation. Neither Party will make any statements inconsistent with the mutually agreed upon joint announcement.

10. Confidentiality. Mr. Simmons and SHA agree to keep the terms of this Agreement confidential to the extent permitted by law. The Parties shall not, either directly or indirectly, communicate or divulge to any person or any agency who is not a signatory to this Agreement any information relating to the terms of this Agreement apart from the information in the parties' joint announcement referenced above, unless compelled by law to do so. Mr.

Simmons recognizes that SHA is a public agency subject to the New York Open Meetings Law and Freedom of Information Law, and nothing in this Agreement shall be construed to prevent SHA from complying with those laws. Mr. Simmons may discuss the terms of this Agreement with his spouse or partner, attorneys, tax advisors, and financial consultants, each of whom shall be informed of, and be bound by, this confidentiality clause. Nothing in this Paragraph (Confidentiality), or in the Paragraphs labeled Confidential Information, Future Cooperation, and Non-Disparagement below, or this Agreement generally, shall be construed to limit or prohibit the Parties' protected cooperation or participation with governmental agencies, including the EEOC, or the providing of truthful statements pursuant to a lawfully issued subpoena or testimony provided under oath in a legal, administrative, or regulatory proceeding.

11. Confidential Information. Mr. Simmons represents and warrants that, unless compelled or expressly permitted by operation of law, he shall not disclose, reveal, publish, or in any other manner, communicate to any third party, whether written or oral, any information obtained during her period of employment that is and/or may be considered proprietary to SHA. If Mr. Simmons is required by law or valid court order to disclose information that is precluded by this Paragraph, he shall utilize his best efforts to provide advance written notice to SHA to allow SHA an opportunity to contest the impending disclosure. In the event of the breach of the paragraphs in this agreement labeled Confidential Information, Confidentiality, Non-Disparagement, or any other covenant in this Agreement, SHA may seek to temporarily and/or permanently enjoin Mr. Simmons from making any additional disclosures or communications, whether written or oral, which are detrimental to the SHA's interests. In addition, Mr. Simmons agrees it would be difficult to compensate the SHA fully for damages resulting from such violation(s), and the SHA may seek a temporary and/or permanent injunction against Mr. Simmons without proof of monetary damages, the inadequacy of other remedies, and/or posting a bond or other undertaking.

12. Non-Disparagement. Mr. Simmons agrees that, except under compulsion of law, Mr. Simmons will make no statements, representations or remarks (whether oral, written, electronic or otherwise, and including the repetition of statements made by others) that are disparaging, deleterious, maliciously untrue, or damaging to the integrity, reputation, or goodwill of SHA or any of its subsidiaries, affiliates, predecessor entities, successors and assigns, or any of their present or former commissioners, directors, officers, partners, managers, shareholders, employees, attorneys or agents, to person, including but not limited to statements to any media outlet, industry group, financial institution, or current or former commissioner, employee, consultant, affiliate, agent, client, or resident of SHA. SHA agrees that, except under compulsion of law, members of the SHA Board of Commissioners will make no statements, representations or remarks (whether oral, written, electronic or otherwise, and including the repetition of statements made by others) that are disparaging, deleterious, maliciously untrue, or damaging to the integrity, reputation, or goodwill of Mr. Simmons, including but not limited to statements to any media outlet, industry group, financial institution, or current or former

employee, consultant, affiliate, agent, client, or resident of SHA. SHA further agrees that employment reference and verification requests regarding Mr. Simmons should be referred to the Human Resources Department. Unless otherwise agreed between the Parties in writing, responses to employment reference and verification requests will be limited to dates of employment and position(s) held. Salary information will be verified but will not otherwise be disclosed.

13. Return of Company Property. On the Separation Date, or at the request of SHA at any time, Mr. Simmons will immediately deliver to SHA all Company property, including but not limited to SHA provided cars, tools, computers, mobile phones, keys, pass cards, and identification cards, equipment, and all documents, information, records, materials, and copies thereof in any form, that are related in any way to SHA or its business, including but not limited to papers, drawings, memoranda, notes, manuals, data, designs, devices, computer programs, disks, data contained on hard drives or other computer or electronic storage media, or reports (and all copies thereof) made or compiled by, delivered to, or otherwise acquired by Mr. Simmons concerning, containing or embodying any Confidential Information.

14. No Challenge. Mr. Simmons agrees that he will not challenge his separation from employment in any manner, including without limitation, under Section 75 of the New York Civil Service Law or any other law, statute, rule or regulation. Mr. Simmons further agrees that he is waiving any rights he has under New York Civil Service Law Section 75. SHA agrees that it will not contest any claim Mr. Simmons may make for unemployment compensation; however, SHA makes no representation to Mr. Simmons whether he is entitled to such benefits.

15. Future Cooperation. Mr. Simmons agrees that, following the end of Mr. Simmons' employment with the Company, Mr. Simmons will reasonably cooperate with SHA in connection with any dispute, claim, matter or investigation made by, against or involving SHA that relates to Mr. Simmons' period of employment with the Company or of which Mr. Simmons has any knowledge. The Company agrees to reimburse Mr. Simmons for any reasonable expenses incurred in providing the cooperation.

16. Acknowledgement of Terms. By signing this Agreement, Mr. Simmons acknowledges and agrees that: (a) he is competent to enter into this Agreement and is fully aware of his right to discuss any and all aspects of this Agreement with an attorney of his choice; (b) except for the promises contained in this Agreement, SHA has made no other promise of any kind to cause him to sign this Agreement; (c) the payments that he is receiving under this Agreement are in addition to anything of value to which he already is entitled; (d) the payments under this Agreement are adequate and satisfactory to him; (e) the payments specified in this Agreement constitute full and final payment in settlement of all waivable claims of any kind, known or unknown, which he may have against the Releasees; and (f) by entering into this Agreement, he waives all rights or claims that he may have arising under the Age Discrimination in Employment Act of 1967 (ADEA) as amended, which may have arisen on or before the date

of execution of this Agreement. Mr. Simmons further acknowledges that he has carefully read and fully understands all of the provisions of this Agreement, that he has had the opportunity to discuss the provisions of this Agreement with an attorney, and that he is voluntarily entering into this Agreement.

17. Right of Review and Revocation. Mr. Simmons acknowledges and agrees that he has twenty-one (21) days in which to consider this Agreement and seven (7) days after signing this Agreement to revoke it by notifying Ryan Benz, Board Chairman, via email to Ryan.C.Benz@gmail.com, with a carbon copy to SHA Counsel Brad Hunt at bhunt@mackenziehughes.com of his decision to revoke. For such revocation to be effective, the notice of revocation must be received no later than 5:00 p.m. EST on the seventh calendar day after Mr. Simmons signs this Agreement. This Agreement shall not become effective or enforceable until this seven-day revocation period has expired without a revocation.

18. Non-Admission. Mr. Simmons agrees that neither this Agreement nor anything contained in this Agreement shall be construed as an admission by SHA of any liability or wrongdoing. This Agreement shall not be admissible in any proceeding as evidence of an admission of any violation of any federal, state, or local statute, regulation, ordinance, order, or common law.

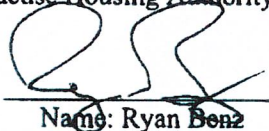
19. Remedies for Breach. Mr. Simmons acknowledges that the restrictions contained in this Agreement are reasonable and necessary for the protection of the legitimate proprietary business interest of SHA and that any violation of these restrictions would cause substantial injury to SHA. SHA shall be entitled to any rights, remedies or damages available at law and in equity. In the event any party files an action to enforce this Agreement or to recover for damages related to a breach of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs associated with such action.

20. Entire Agreement and Modification. This Agreement represents the Parties' full and complete understanding regarding Mr. Simmons' separation from employment. No prior or contemporaneous oral or written agreements may be offered to alter its terms. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against any party. This Agreement shall be binding upon the Parties and upon their heirs, executors, administrators, legal representatives, successors, and permitted assigns. Neither this Agreement, nor any portion hereof, may be assigned or otherwise transferred by Mr. Simmons. This Agreement may not be modified except in a written document signed by both Parties.

21. Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to its conflict of law provisions. Any proceeding brought to enforce this Agreement shall be resolved in an appropriate state or federal court located in the County of Onondaga and State of New York, and the Parties consent and waive any objection to the jurisdiction of any such court.

Dated: July 2, 2026

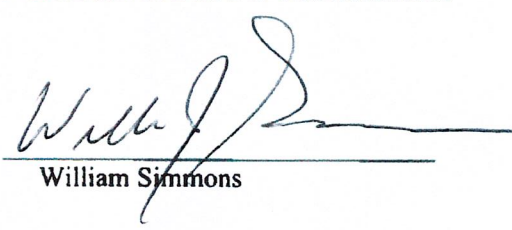
Syracuse Housing Authority

By: 

Name: Ryan Benz

Title: Chairman of Board of Commissioners

Dated: July 6, 2026

By: 

William Simmons