

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL CLAIMS AND A WAIVER OF ALL RIGHTS TO MAKE A CLAIM AGAINST THE TOWN OF SHELTER ISLAND, THE TOWN BOARD, THE MEMBERS OF THE TOWN BOARD IN THEIR OFFICIAL AND PERSONAL CAPACITIES, THE TOWN'S SUPERVISOR, AND THE TOWN'S OTHER OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND REPRESENTATIVES, THEIR PREDECESSORS AND SUCCESSORS, HEIRS AND ASSIGNS, AND ALL PERSONS ACTING BY, THROUGH, UNDER, OR IN CONCERT WITH ANY OF THE ABOVE ("THE RELEASEES"). YOU HAVE 21 CALENDAR DAYS FROM THE DATE ON WHICH YOU RECEIVE THIS AGREEMENT TO DECIDE WHETHER YOU WISH TO SIGN IT. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT. IF YOU DO SIGN IT, YOU WILL THEN HAVE SEVEN CALENDAR DAYS TO CHANGE YOUR MIND AND TERMINATE IT, THEREBY RELEASING ALL PARTIES OF ANY OBLIGATIONS SET FORTH IN THIS AGREEMENT.**

AGREEMENT by and between STEPHEN KIELY, ESQ. and the TOWN OF SHELTER ISLAND.

WHEREAS, KIELY is employed by the TOWN as Town Attorney; and

WHEREAS, the TOWN and KIELY have discussed and agreed upon the terms and conditions of KIELY'S voluntary separation from his TOWN employment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties incorporate each of these WHEREAS clauses into the body of the Agreement as if fully set forth in the body of the Agreement and hereby stipulate and agree as follows:

1. KIELY hereby submits his irrevocable letter of resignation from his Town employment, effective at the close of business on December 27, 2024, in the form annexed hereto as Exhibit A, except for adding the date and his signature.

2. KIELY will, within 30 calendar days from the date on which this Agreement is ratified by the Town Board, be paid \$55,000, with no withholdings of any type, reported via an IRS Form 1099, in full satisfaction of any claims that he may have regarding his employment with the TOWN. The TOWN makes no representation to KIELY regarding any tax or other consequences resulting from this payment being made without tax and other withholdings. KIELY is solely responsible for any tax liability or other consequences resulting from this payment being made in this manner.

3. KIELY will not be entitled to receive any further compensation or other forms of

remuneration or benefits from the TOWN, and hereby waives any right he may otherwise have to same.

4. KIELY will have no further employment with the TOWN, and hereby waives his right to same to the extent that it may otherwise exist.

5. Any request for an employment reference for KIELY will be referred to the Town Supervisor, who will only confirm, consistent with TOWN policy, KIELY'S job title and dates of employment.

6. KIELY represents that he has: (i) not downloaded, copied, deleted, or removed any TOWN-related materials (excluding any compensation, tax, or benefits information pertaining only to him); (ii) not incurred or submitted any business expenses for reimbursement by the TOWN not already been reimbursed to him; and (iii) not committed the TOWN to payment of any undisclosed fees, costs, or expenses. To the extent that he has not already done so, KIELY will: (i) immediately return, or make arrangements agreeable to the TOWN to return, to the TOWN all TOWN property in his possession including, without limitation, TOWN-issued laptops, computer accessories, building/office/parking access devices and TOWN files or materials (in whatever form or media); (ii) cooperate with, and consent to, the removal of, any TOWN materials from any personal computer, communication, or storage device; and (iii) immediately provide to the TOWN upon request all passwords, codes and related information necessary to access any TOWN information stored on any laptop, computer accessory, computer, communication or storage device.

7. KIELY has requested that outside counsel promptly provide the Town Board with a memorandum regarding the status, including any applicable deadlines, of all Town litigation. KIELY will also promptly provide the Town Board with a memorandum regarding the status, including any applicable deadlines, of all legal matters that he is personally handling for the Town.

8. In exchange for the TOWN'S payment of one-half of the monies set forth in ¶ 2, KIELY releases the Releasees from all claims he may have against them at the time of his execution of this Agreement, regardless of whether those claims have been asserted or are known at the time of the

execution of this Agreement. These include, but are not limited to, any claims of any form of discrimination that KIELY may have pursuant to federal, State or local law or regulation and TOWN policy. These claims also include, but are not limited to, any action against the Releasees pursuant to New York Executive Law § 290 *et seq.*, the New York Civil Service, General Municipal and Town Laws, 42 U.S.C. § 2000e *et seq.*, 42 U.S.C. §§ 1983, 1985 and 1988, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Rehabilitation Act, the TOWN Code and any other claim for breach of contract, or for infliction of emotional distress, pain and suffering or any tort.

9. In exchange for the TOWN'S payment of the other half of the monies set forth in ¶ 2, KIELY further and specifically waives and releases all claims against the Releasees pursuant to the Age Discrimination in Employment Act including, but not limited to, those pursuant to the Older Workers' Benefit Protection Act, that he has or may have at the time of his execution of this Agreement, regardless of whether those claims have been asserted or are known at the time of his execution of this Agreement.

10. The Releasees hereby release KIELY from all claims they may have collectively and individually against him at the time of the TOWN'S execution of this Agreement, regardless of whether those claims have been asserted or are known at the time of the TOWN'S execution of this Agreement. These include, but are not limited to, any claims that the Releasees may have against KIELY pursuant to federal, State or local law or regulation and TOWN policy, and any other claim for breach of contract, or for infliction of emotional distress, pain and suffering or any tort. Excluded from this release are any claims that arise from any criminal or illegal act by KIELY and any ethical, legal or moral misconduct about which the Releasees did not have knowledge at the time of the TOWN'S execution of this Agreement due to KIELY'S withholding of material information from the Releasees about the misconduct.

11. Nothing in this Agreement including, but not limited to, the release of claims, prevents KIELY from filing a charge or complaint with, or participating in, an investigation or proceeding conducted by any federal, State or local agency. By signing this Agreement, though, KIELY waives

his right to individual relief based on any claims asserted in that charge or complaint, except where a waiver of individual relief is prohibited by law.

12. KIELY will not file any claim or bring any lawsuit, directly or indirectly, relating to any claim released in this Agreement. If he violates this promise, the TOWN will be entitled to all reasonable attorneys' fees and court costs the TOWN is required to expend in its defense of any released or waived claim.

13. Nothing set forth in this Agreement will be construed in any way as precluding the TOWN from fully cooperating with any administrative agency or related investigations relating to KIELY'S employment with the TOWN.

14. KIELY has 21 calendar days from the date on which he receives this Agreement to decide whether he wishes to sign it. If KIELY does sign this Agreement, he will then have seven calendar days to change his mind and terminate it, thereby releasing the parties of any obligations set forth in it. KIELY acknowledges that he has been offered at least 21 calendar days to fully consider the terms of the Agreement and has knowingly and voluntarily determined to enter and sign it in shorter than the time period set forth in 29 C.F.R. § 1625.22. Revocation can be made by delivering written notice of revocation to Town Supervisor Amber Brach-Williams, Town of Shelter Island, 38 North Ferry Road, P.O. Box 970, Shelter Island, NY 11964. For this revocation to be effective, the written notice must be received by Supervisor Brach-Williams by no later than the close of business on the seventh calendar day after KIELY signs this Agreement, or else Supervisor Brach-Williams must be notified by telephone at 631-749-0015 by that day and the written notice must be received by no later than five calendar days thereafter with a postmark consistent with the telephone notification. It is recommended that this notice be sent by certified mail, return receipt requested.

15. No Admission. The Releasees and KIELY deny any wrongdoing against the other. Nothing in this Agreement may be used or construed as an admission of liability, wrongdoing or violation of any law by the Releasees or KIELY. This Agreement will not be offered or received into evidence in any action or proceeding in any court, agency or other third-party tribunal as an admission

or concession of any wrongdoing or liability by the Releasees or KIELY. This Agreement may be submitted into evidence by Releasees or KIELY only in an action to enforce its terms.

16. KIELY acknowledges that he has been advised to consult with counsel to review this Agreement. KIELY certifies that he has carefully read this Agreement, or that the Agreement has been read to him, and fully understands each word and its meaning and full effect, including the release of claims, and this paragraph.

17. Disputes. Any dispute arising pursuant to this Agreement must be litigated in the Supreme Court, Suffolk County, New York.

18. Severability. The provisions of this Agreement are severable. If any provision is finally held by a court of competent jurisdiction to be invalid or unenforceable, that will not affect the validity or enforceability of any other provision.

19. KIELY'S entering into and signing of this Agreement has not been rushed in any way. KIELY certifies that he is voluntarily entering into this Agreement. KIELY acknowledges that neither the Releasees nor any of the Releasees' agents, representatives, employees, or attorneys have made any representations, other than those contained herein, concerning the terms or effects of this Agreement. KIELY confirms that he has not relied in any way upon any belief that he may have that any representations have been made.

20. This Agreement constitutes the entire agreement between the TOWN and KIELY. No other promises or agreements, oral or otherwise, have been made. This Agreement, including this paragraph, may only be modified by written agreement executed by all parties and ratified via a duly adopted TOWN Board resolution.

21. This Agreement is made and entered into in the State of New York and will be in all respects interpreted, enforced and governed by the laws of that State, except for choice of law provisions. The language of all parts of this Agreement will in all cases be construed as a whole according to its fair meaning, and not strictly for or against any of the parties, even though one of the parties may have drafted it.

22. This Agreement may be executed in more than one counterpart, each of which will be deemed an original, but all of which will constitute one and the same instrument. This Agreement may also be executed by facsimile or PDF-scanned signatures in counterparts, which will be deemed an original, but all of which will constitute one and the same instrument.

23. This Agreement is subject to ratification by the TOWN Board. In the event that the TOWN Board does not ratify this Agreement, then it will become null and void and no adverse inference will be drawn against either party by virtue of it having entered into it.

FOR THE TOWN:

  
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STEPHEN KIELY

Dated: January 6, 2025

Dated: January 4, 2025

1/4/25

January 4, 2025

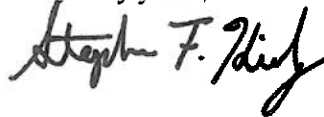
Hon. Amber Brach-Williams  
Supervisor  
Town of Shelter Island  
38 North Ferry Road  
P.O. Box 970  
Shelter Island, NY 11964

Re: My Resignation

Dear Supervisor Brach-Williams:

This will constitute my irrevocable letter of resignation as Town Attorney, effective at the close of business on December 27, 2024, pursuant to my Agreement with the Town dated January 4, 2025.

Very truly yours,



cc: Town Board Members  
Town Clerk Amber Wilson  
Richard K. Zuckerman, Esq.

