

EMPLOYMENT AGREEMENT

WHEREAS, the Great Lakes Water Authority ("GLWA") unanimously approved Suzanne R. Coffey ("Coffey") as GLWA's Interim Chief Executive Officer on August 11, 2021; and

WHEREAS Coffey has served as Interim Chief Executive Officer of GLWA since that time; and

WHEREAS, Coffey served as GLWA's Chief Planning Officer since GLWA's inception on January 1, 2016 and in that role Coffey has championed GLWA's efforts to bolster GLWA's asset management capacities, capital improvement program execution, and has led long-term planning efforts for GLWA such as the 40-year Wastewater Master Plan and the Strategic Asset Management Plan; and

WHEREAS, GLWA has conducted a national search to fill the Chief Executive Officer position; and

WHEREAS, GLWA desires to employ Coffey as GLWA's Chief Executive Officer on the terms and conditions set forth herein; and

WHEREAS, Coffey desires to be employed by GLWA on such terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants, promises and obligations set forth herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, GLWA, through its Board of Directors (the "Board"), and Coffey (collectively, "the Parties") agree as follows:

1. TERM

1.1 Coffey's employment pursuant to this Agreement shall begin on June 22, 2022.

1.2 Pursuant to Article 13 of GLWA's Articles of Incorporation and Board Resolution, Coffey will serve at the pleasure of the Board. As such, Coffey is an at-will employee. Either Coffey or the Board can terminate the employment relationship at any time, with or without notice and with or without cause.

2. POSITION AND DUTIES

2.1 GLWA agrees to employ Coffey as CEO of GLWA.

2.2 Coffey shall perform the duties and responsibilities of CEO. As such, Coffey shall provide general supervision and management of the affairs of GLWA under the direction of the Board; shall perform the functions and duties specified in the policies and resolutions of the Board; and shall perform such other legally permissible and proper duties and functions as may be assigned from time to time by the Board. Specific expectations are outlined in Attachment A. Coffey shall perform her duties with the highest professional and ethical standards and shall comply with all general rules, policies, and regulations established by the Board or required by law.

2.3 Coffey shall devote substantially all of her business time and attention to the performance of her duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or materially interfere with the performance of such services either directly or indirectly without the prior written consent of the Board. Notwithstanding the foregoing, subject to the prior written consent of the Board (not to be unreasonably withheld), Coffey may act or serve as an unpaid director, trustee, committee member or principal of a civic or charitable organization and may participate in professional associations as long as such activities are disclosed in writing to the Board and the activities do not conflict with or materially interfere with the performance of Coffey's material duties and responsibilities to GLWA.

2.4 Coffey acknowledges that the duties of her position may require an average of more than forty (40) hours per week, and that some day-to-day hours may vary significantly. As an executive employee exempt from the overtime provisions of the Fair Labor Standards Act, Coffey will not be compensated for overtime hours worked or otherwise earn or be entitled to compensatory time off for hours worked in excess of eight (8) per day or forty (40) per week.

3. PLACE OF PERFORMANCE

The principal place of Coffey's employment shall be GLWA's principal executive office. The Board acknowledges and agrees that Coffey may perform some duties on a remote basis so long as there is no diminution in her ability to meet her job requirements. Coffey may be required to travel on GLWA business during her employment.

4. COMPENSATION

4.1 GLWA shall pay Coffey an annual salary of \$260,000, payable in accordance with GLWA's customary payroll practices, subject to customary and mandatory withholdings. Except as otherwise provided herein, nothing in this provision shall be interpreted as guaranteeing employment or compensation for a full year or for any period of time. Coffey's salary shall be reviewed at least annually by the Board, which may increase or decrease the salary. Salary adjustments shall be done by Board resolution and shall not be considered an amendment to this agreement.

4.2 In addition to the salary set forth in Section 4.1 above, Coffey shall be eligible for an annual performance bonus, the availability, basis and amount of which will be determined annually by the Board in its sole discretion as set forth in Sections 5.1 and 5.3 below.

4.3 Coffey shall be entitled to benefits as defined in the Employment Terms for the Great Lakes Water Authority for GLWA employees in non-union job classifications ("Employment Terms"). GLWA reserves the right to amend the Employment Terms or cancel any employee benefit plans at any time in its sole discretion, subject to the terms of such employee benefit plan and applicable law.

4.4 Coffey shall be eligible for the maximum days of paid time off set forth in the Employment Terms in effect at the time the days are taken regardless of her seniority. In addition GLWA will provide Coffey a cellular phone for her use. GLWA will also provide use of a four wheel drive, full-size Sports Utility Vehicle (or another vehicle with Coffey's approval) purchased with Board approval and owned by GLWA, including car maintenance, insurance and fuel at GLWA's expense, with use restricted to business purposes and driving to and from work. GLWA will also provide Coffey with free on-site parking at GLWA's office.

4.5 Coffey shall be eligible for reimbursement of all reasonable and necessary out-of-pocket business, entertainment and travel expenses incurred in connection with the performance of her duties hereunder, including but not limited to dues and travel expenses incurred in the course of participating in the activities itemized in Attachment B, in accordance with any policies or procedures established by the Board.

5. PERFORMANCE REVIEWS

5.1 The Board shall review and evaluate Coffey's performance periodically, based on criteria developed by the Board. The criteria upon which Coffey's performance will be initially be evaluated are described in Attachment B. Such evaluations will be conducted periodically, but at least annually. Pursuant to Section 8(1)(a) of the Michigan Open Meetings Act, Coffey may choose to have Board discussions regarding her evaluations held in closed session. Nothing in this provision shall be read to preclude the Board from also meeting in closed session with counsel pursuant to Section 8(1)(h) of the Michigan Open Meetings Act.

5.2 The Chair of the Board shall communicate the results of the Board's evaluation to Coffey, after which Coffey will have an opportunity to respond to the Board.

5.3 Regardless of the effective date of this Agreement, the first evaluation period will end on June 30, 2023. For the first evaluation period, the Board shall utilize the criteria and method set forth in Attachment B in determining the amount of Coffey's salary adjustment, if any, as provided in Section 4.1 above and the availability and

amount of her performance bonus, if any, as provided in Attachment B. The Board may, at its sole discretion, change the availability, criteria, and/or method for determining the performance bonus provided that the changes are established and communicated in writing to Coffey at the beginning of the evaluation year for which the bonus is to be considered.

6. TERMINATION OF EMPLOYMENT

6.1 Coffey understands and acknowledges that the position of CEO is an "at-will" position which is exempt from accruing or receiving property rights, other than set forth in this Agreement, and that Coffey serves at the pleasure and at the will of the Board. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to revoke the appointment of Coffey and terminate this Agreement at any time, with or without notice and with or without cause, subject to Coffey's contract rights hereunder, except to the extent prohibited by state or federal law.

6.2 In addition to the right of the Board to terminate this Agreement without cause as provided in Sections 6.1, this Agreement may also be terminated for any of the following reasons:

6.2.1 By mutual agreement and upon such terms and conditions as agreed to in writing by Coffey and the Board.

6.2.2 By the adoption of a resolution approved by the affirmative vote of a majority of the full Board (*i.e.*, four votes) for the removal of Coffey as CEO for cause. "Cause" is defined as (a) Coffey's willful breach of contract, duties, obligations, or policies of GLWA; (b) Coffey's continued neglect of duties or obligations required of the CEO after written notice of same and reasonable time to remedy the deficiency; (c) Coffey's continued violation of written rules and policies after written notice of same; (d) conduct that is of such nature that it will likely have a substantial negative impact on the reputation of GLWA; (e) Coffey's conviction of any criminal act amounting to a felony; (f) Coffey's confirmed commission of any dishonest act in a public or private capacity such as theft, fraud, misappropriation or embezzlement of funds; or (g) Coffey's engagement in acts which would constitute grounds for immediate dismissal of any employee by GLWA under existing policies or as may be enacted.

6.2.3 By Coffey's resignation.

6.2.4 By the Board if Coffey is unable to perform the essential functions of her job duties for more than ninety (90) days in a calendar year due to a serious health condition or disability, which the Parties agree would cause an undue hardship to GLWA.

6.2.5 By Coffey's death.

6.3 If the Board proposes to terminate Coffey for cause pursuant to Section 6.2.2, prior to a vote on the termination resolution Coffey will be provided notice of the

basis for the termination and an opportunity to appear before the Board. Pursuant to Section 8(1)(a) of the Michigan Open Meetings Act, Coffey may choose to have Board discussions regarding her termination held in closed session. Nothing in this provision shall be read to preclude the Board from also meeting in closed session with counsel pursuant to Section 8(1)(h) of the Michigan Open Meetings Act.

6.4 Upon termination of Coffey's employment for any reason set forth in Sections 6.1 or 6.2 of this Agreement, Coffey shall be eligible to receive the compensation and benefits described in Section 7 of this Agreement pursuant to the terms set forth therein and shall have no further rights to any compensation or any other benefits from GLWA except as may be required by applicable law.

7. COMPENSATION AFTER TERMINATION

7.1 If this Agreement is terminated by the Board pursuant to Section 6.1, the Board agrees to provide Coffey severance equal to Coffey's base pay for six (6) months and to continue Coffey's health care benefits for the same period of time, provided that Coffey has executed a signed Release in the form attached as Attachment C.

7.2 If this Agreement is terminated pursuant to Section 6.2.1, Coffey shall receive only such compensation as set forth in a mutual agreement.

7.3 Notwithstanding Section 4.3 above and any provision to the contrary in the Employment Terms, if this Agreement is terminated pursuant to Section 6.2.3, Coffey shall receive her salary through her last day of employment and shall not be entitled to any additional compensation from GLWA, except that if Coffey provides GLWA at least sixty (60) days' notice of her resignation or retirement, Coffey shall be entitled to pay for any accrued paid time off to the extent provided in the Employment Terms and extension of health care benefits for two (2) calendar months beyond the effective date of her resignation or retirement. GLWA has the option to remove Coffey from her active duties at any time during the 60 day notice period provided that GLWA gives Coffey her full pay and benefits during that time.

7.4 If this Agreement is terminated by the Board for cause pursuant to Section 6.2.2, Coffey shall receive her salary through her last day of employment and shall not be entitled to any additional compensation from GLWA.

7.5 If this Agreement is terminated by the Board pursuant to Section 6.2.4 or 6.2.5, in addition to any other benefits which Coffey is entitled under this Agreement or the Employment Terms, Coffey or her heirs shall be entitled to pay for any unused paid time off to the extent provided in the Employment Terms regardless of whether advance notice is given.

8. INDEMNIFICATION

8.1 GLWA shall defend, hold harmless and indemnify Coffey against and from any and all claims, legal or administrative actions or demands, consistent with the provisions of law, including actions for equitable relief or attorney fees and costs, arising from any alleged act or omission which occurred during Coffey's employment as CEO of GLWA and which are within the scope of the CEO's employment and performance of her duties as CEO, so long as Coffey acted in good faith and in a manner reasonably believed to be in GLWA's interests, and in any criminal proceeding, provided Coffey had no reasonable cause to believe the conduct was unlawful. Indemnification shall not apply to any claims of GLWA against Coffey.

8.2 The Board may compromise and settle any claim or suit and pay the amount of any settlement or judgment assessed or entered against Coffey, together with Coffey's attorney fees. Coffey shall cooperate fully in the defense, compromise, or settlement of any claims, actions, or demands for which the Board defends, holds her harmless, or indemnifies her.

8.3 Coffey's unreasonable failure to provide full information or to cooperate with GLWA's attorneys shall be cause for the Board to deny Coffey the indemnification and hold harmless rights provided in Section 8.

8.4 Although the Board may proceed to handle a claim, action or demand against Coffey, the Board reserves the right not to indemnify, or to recover costs of indemnification, if it is determined that Coffey's actions did not satisfy the standards of Section 8.

8.5 The obligations of Section 8 shall survive the termination of this Agreement however terminated.

9. DISPUTE RESOLUTION AND GOVERNING LAW

9.1 The Parties acknowledge and agree that any controversy or claim arising out of Coffey's employment with GLWA or the termination of that employment (including, but not limited to, any claim of discrimination, retaliation or harassment; any claim under any state or federal civil rights statute or common law; and any claim for breach of this Agreement) shall be settled solely by arbitration in the County of Wayne, State of Michigan, in accordance with the rules of the American Arbitration Association ("AAA") then pertaining or other procedure agreed to by both parties. The decision of the Arbitrator shall be final and binding and neither Party shall have any right of appeal therefrom. Judgment upon the award rendered by the Arbitrator may be entered in the Circuit Court for the County of Wayne. The demand for arbitration must be submitted, in writing, to AAA at 1101 Laurel Oak Road, Suite 100, Voorhees, New Jersey 08043, with a copy to the opposing Party pursuant to Section 13 below. The demand must be received by AAA within one hundred eighty (180) days after the alleged violation, misconduct, breach or incident which gives rise to the request for arbitration. Failure to

file the demand with AAA within the said one hundred eighty (180) day time period shall constitute a full and complete waiver of the claim, and a complete waiver of any right to compensation, benefits or damages. If the written demand for arbitration is not filed within the said one hundred eighty (180) day period, it is forever barred. The Parties may mutually agree to dismiss the AAA proceeding and engage their own arbitrator(s). The Parties shall bear their own attorneys fees associated with the arbitration; however, the Arbitrator may award statutory attorney fees to the extent provided by law. Coffey understands that this constitutes a waiver of her right to adjudicate claims against GLWA, Board members, and GLWA employees in court, and that she is opting instead to arbitrate any such claims.

9.2 The Parties agree that this agreement shall be construed by and controlled under the laws of the State of Michigan.

9.3 Any claim brought by Coffey for breach of this Agreement, regardless of where filed, must be filed within 180 days of the alleged breach.

10. SEVERABILITY

If any provision or any portion hereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

11. ENTIRE AGREEMENT

The Parties acknowledge and agree that this Agreement constitutes their final understanding and agreement with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, or collaterally related to the subject matter of this Agreement. Nothing within this Agreement can be modified, amended, or revoked except by and with the express written consent of both Coffey and the Board.

12. ASSIGNMENT

This Agreement is not assignable by either the Board or Coffey. Any assignment by either Party shall be void.

13. NOTICES

Any notices required by this Agreement shall be in writing and either given in person, by electronic communication with a reply acknowledgement, or by first class mail with the postage prepaid and addressed as follows:

TO THE BOARD: Chair of the Board
Great Lakes Water Authority
735 Randolph
Detroit, Michigan 48226

TO COFFEY: Suzanne R. Coffey ("Coffey")
suzanne.coffey@glwater.org

Changes of addresses of either Party, including electronic communication addresses, shall be relayed to the other Party within ten (10) days of such changes becoming effective.

14. ACKNOWLEDGEMENT

Coffey hereby acknowledges that she was provided with this Agreement prior to its execution, and that she has had the time and opportunity to review this Agreement with such counsel as she deems appropriate, to provide comment prior to her execution of this Agreement, and to clarify any provisions she did not understand. GLWA agrees to reimburse Coffey for the reasonable expenses incurred in the review of this Agreement. Coffey further acknowledges that she has read this Agreement, and by her signature below acknowledges that she fully understands and agrees to the contents, terms, and conditions of this Agreement.

Suzanne R. Coffey

Dated

Jaye Quadrozzi
On behalf of the Great Lakes Water Authority

Dated

EXHIBIT A GLWA CEO

OVERVIEW:

Under the guidance and vision from the Great Lakes Water Authority (GLWA) Board of Directors, the Chief Executive Officer (CEO) is responsible for planning, administering, directing, overseeing, and evaluating the operations of GLWA and its team members. The GLWA Board of Directors appoints the CEO and serves at their pleasure. The CEO shall be available for day-to-day operations, emergency operations and/or other demands associated with GLWA.

SUPERVISION RECEIVED AND EXERCISED:

- Receives guidance and vision from the GLWA Board of Directors.
- Exercises direct supervision of the executive leadership team which currently includes Chief Administrative and Compliance Officer, Chief Financial Officer, Chief Operating Officer--Water and Field Services, Chief Operating Officer--Wastewater Operating Services, Chief Planning Officer, Chief Organizational Development Officer, Chief Public Affairs Officer, Chief Information Officer, Chief Security and Integrity Officer, and General Counsel.
- Responsible for management of a member partner engagement program.

ESSENTIAL JOB-RELATED FUNCTIONS:

- Lead with transparency and integrity.
- Manage the implementation of GLWA's strategic goals, objectives, and policies.
- Oversee the development and administration of GLWA's annual budget and charges.
- Communicate effectively with elected officials, outside consumer groups, other governmental entities, regulatory agencies, utility leadership and labor unions, and the media as needed.
- On-site management of a large and complex utility's operations while balancing diverse and competing regional interests.
- Prepare and submit plans, programs, and budgets including monthly CEO report to the GLWA Board of Directors and Report on Effective Utility Management – Key Performance indicators.
- Ensure the efficient, effective, and regulatory compliant operation and maintenance of GLWA's leased regional facilities, consistent with the terms and conditions of the applicable lease and shared services agreements between GLWA and the City of Detroit.

- Ensure development, implementation, and financing of the GLWA capital improvement programs, representing GLWA before municipal credit rating agencies and the investor community.
- Lead preparation of GLWA's strategic and business plans addressing system operations, redundancy, and vulnerabilities.
- Select GLWA's executive staff and provide general development, supervision, and administration of the GLWA's staff and programs and provide strategic direction for negotiations of collective bargaining agreements with applicable local bargaining units.
- Ensure that GLWA and its operations comply with local, state, and federal water quality and related environmental standards.
- Ensure legal compliance with all indentures, rate covenances, lease requirements and municipal authority laws.
- Direct water and sewer service contracting efforts, including contract negotiations.
- Respond to and resolve difficult and sensitive inquiries and complaints from partnering communities.
- Establish and maintain effective working relationships with the public, partnering communities, including elected officials, as well as other organizations and agencies.
- Review appointments, motivate and evaluate team members, resolve personnel concerns and issues, implement corrective action, and approve separations of team members.
- Represent and participate in relevant professional group meetings, boards, commissions, and committees
- Maintain knowledge of new trends and innovations in the field of wastewater and water.
- Act as GLWA's representative with respect to other organizations, member communities, elected officials, outside agencies, , and the media.
- Represent GLWA in the community and at meetings, and coordinate activities with those of outside agencies and organizations.
- Provide staff support to the GLWA Board of Directors.

Knowledge/Abilities:

- Extensive knowledge of operations, services, maintenance, and activities of water and wastewater systems.
- Lead and direct the operations, services, maintenance and activities of the water and wastewater systems.
- Principles of effective public relations and interrelationships with the community, private sector, and other levels of government.
- Respond to customer community issues, concerns, and needs.
- Demonstrated effective engagement with customer/communities and excellent relationship management skills.
- Demonstrated effective management and delivery of large capital program including planning, budgeting, and engineering and construction work for capital improvements.
- Ability to effectively delegate authority and responsibility.
- Communicate effectively, clearly, and concisely, both verbally and in writing.
- Extensive knowledge and experience with the principles, practices and techniques of organizational leadership, administration, management, public relations, interrelationship with community groups and agencies and issues management.
- General knowledge of water and sewer systems' engineering, construction, repair, and operations including applicable laws rules, regulations and ordinances related to water and sewer systems.
- Ability to work collaboratively with the GLWA Board of Directors in establishing and implementing policy goals and objectives to maintain effective working relationships with regulatory agencies, customer communities, municipal officials, outside consultants, contractors, the media, and the general public.
- General knowledge of pertinent federal, state, and local laws, codes and regulations and ability to interpret and apply as needed.
- Knowledge of relevant labor agreements and personnel policies and procedures, and the ability to supervise and motivate a large and varied staff operating on a 24-hour basis in a unionized work environment.

- Evaluate budgets and technical reports for potential opportunities to recognize cost savings.
- Knowledge of government budgeting, accounting, finance, and procurement practices in utility operations and capital product delivery.
- Experience with public financing and bond transactions including rating agency presentations and investor meetings.

General Requirement:

- Valid Michigan Motor Vehicle Operators License (or ability to acquire such license within 6 months of commencing employment).

Minimum Qualifications:

Education/Experience

- Bachelor's degree from an accredited college or university with major work in public administration, business administration, engineering, or related field. Advanced degrees preferred and certificates desirable.
- A minimum of ten years of progressively responsible experience in management/ leadership roles of public entities, water/wastewater utilities, and/or businesses or public entities subject to environmental regulation.
- Proven experiences in organizational restructuring, achieving cost savings and efficiencies, and effecting organizational culture change is strongly preferred.

PHYSICAL DEMANDS:

The physical demands described are representative of those that must be met by an employee to successfully perform the essential functions of this job in compliance with the American with Disabilities Act (ADA) requirements. On a case-by-case basis, reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Work is performed mostly in an office setting. May sit for long periods of time; intermittently twist to reach objects; perform simple grasping and fine manipulation; use telephone and communicate through written means; and lift or carry weights of 10 pounds or less.
- While performing the duties of this job, employee may be required to stand; walk; use hands/finger(s), handle, feel or operate objects, tools, or controls.
- Hand-eye coordination is necessary to operate computers and office equipment.

- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Hear in the normal audio range with or without correction.
- Some outdoor work is required in the inspections of various facilities and/or site; must be physically able to move on uneven terrain and under adverse field conditions.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this position.

- Work is typically performed in a temperature-controlled office environment subject to typical office noise and conditions.
- Position requires working beyond normal business hours, attendance at evening meetings and/or weekend work, and the ability to travel. While performing the duties of this job, the employee occasionally may visit various work locations in outside weather conditions and encounter uneven ground, moving mechanical parts, wet and/or humid conditions, fumes, or airborne particles.

ATTACHMENT B

CHIEF EXECUTIVE OFFICER'S AFFORDABILITY, EQUITY AND INCLUSION & EFFECTIVE UTILITY MANAGEMENT CRITERIA AND BONUS PLAN FOR FISCAL YEAR 2022-2023

I. Affordability, Equity, and Inclusion

Section II of this Attachment B below indicates that GLWA's CEO, "[S]hall utilize the principles of Effective Utility Management (EUM) to carry out his responsibilities for the general supervision and management of the affairs of the utility, including establishing and delineating organizational goals and objectives which further GLWA's mission and values." Equally important to the Board is that in carrying out these duties the CEO be similarly guided by the principles of affordability, equity, and inclusion. While always present as guides, the principles of affordability, equity, and inclusion are especially important to the Board because of the national pandemic and its impact on individuals, families, businesses, and member-partner communities located within GLWA's territory area.

GLWA was founded upon a principle of affordability with the 4% promise contained in the initial Memorandum of Understanding that led to GLWA's establishment. It is especially important in this time of economic uncertainty that GLWA look at strategies to contain costs while providing water of unquestionable quality to the region.

Similarly, GLWA has an opportunity and a responsibility to provide opportunities to businesses located within its service area. Historically many of those businesses have faced obstacles to participation in procurements on a competitive basis. The Board will consider revisions to the Procurement Policy, however, under the existing Policy or an amended Policy, the CEO should strive to present opportunities for small and disadvantaged business within GLWA's service area to effectively compete and do business with GLWA. Over the long-term, this allows GLWA to expand its pool of skilled resources, support economic development throughout the region, and provide competitive pricing in its procurements.

The Board also believes that having a team within GLWA that is reflective of the GLWA's territory area with a diversity of perspectives is important to its long-term success. This focus on workforce recruitment, development, and retention should not be limited to existing team members. GLWA should continue and expand its outreach to the region it serves to promote opportunities through apprenticeship programs, or other partnerships with stakeholders such as member-partners, labor unions, educational institutions, and trade groups that are focused on technical and leadership opportunities within the water service sector.

II. Effective Utility Management

GLWA's mission and values, and the Board's strategic planning and policy direction, the CEO shall utilize the principles of EUM to carry out her responsibilities for the general supervision

and management of the affairs of the utility, including establishing and delineating organizational goals and objectives which further GLWA's mission and values.

In carrying out these responsibilities, the CEO shall:

- A. Ensure high quality water standards and compliance with the Safe Drinking Water Act, Clean Water Act, Clean Air Act, and such other environmental laws and regulations as are relevant to the operations of GLWA.**

EUM ATTRIBUTES SUPPORTED:

Water Resource Sustainability	Infrastructure Strategy and Performance
Product Quality	Enterprise Resiliency

- B. While striving to maximize the quality of GLWA's credit rating, ensure that GLWA maintains at least its current credit rating by employing sound financial management strategies including but not limited to: recommendation of a proposed Capital Improvement Plan ("CIP"), Financial Plan, and Schedule of Water and Sewer Customer Charge Allocations to the Board for its review and determination and collaboration with the Board and member-partners on a strategy for balancing equity and stability in customer charge allocations and implementation.**

EUM ATTRIBUTES SUPPORTED:

Financial Viability	Operational Optimization
Community Sustainability	Infrastructure Strategy and Performance

- C. Consistent with the Board's approved CIP and Financial Plan, guide GLWA's optimization initiatives to initiate cost-effective changes, including but not limited to: (1) plant staffing and automation deployment; (2) treatment unit processes and cost-effective minimization of untreated CSO discharges; (3) energy management; (4) water loss reduction; (5) effective use of available capital; and (6) asset management/maintenance management.**

EUM ATTRIBUTES SUPPORTED:

Operational Optimization	Infrastructure Strategy and Performance
Community Sustainability	Financial Viability
Enterprise Resiliency	Employee Leadership and Development

Water Resource Sustainability

Product Quality

- D. Provide a system of customer outreach and engagement such that each year at least 80% of GLWA's member-partners express satisfaction with GLWA's management performance. Notwithstanding the foregoing, in recognition of the extraordinary events and circumstances occurring during calendar years 2021 and 2022, satisfaction surveys are typically conducted in September of each year, the next satisfaction survey is scheduled to occur in September of 2022, and the fact that the CEO is accepting this position effective as of mid-2022, the Board and the CEO acknowledge and agree that this standard shall not be considered in any CEO performance review conducted prior to calendar year 2024.**

EUM ATTRIBUTES SUPPORTED:

Customer Satisfaction

Stakeholder Understanding and Support

Community Sustainability

Financial Viability

- E. Provide a system of compensation, training, and engagement for GLWA team members to ensure that GLWA meets or exceeds water service sector team member retention rates. Starting with Fiscal Year 2022-2023 and in each even numbered calendar year thereafter, the CEO shall conduct a survey review of the organization's employee engagement.**

EUM ATTRIBUTES SUPPORTED:

Enterprise Resiliency

Employee Leadership and Development

Community Sustainability

- F. Recommend proposed annual increases, if any, in GLWA's revenue requirement in an amount not to exceed 4%.**

EUM ATTRIBUTES SUPPORTED

Financial Viability

Customer Satisfaction

Community Sustainability

III. Bonus Plan

On or before June 30, 2023, the Board will meet to evaluate the CEO's progress in achieving the Goals set forth in Sections I and II of this Attachment B, which are adopted by the Board as its expectations. After discussing each goal, the Board will determine by majority vote whether the CEO's performance for Fiscal Year 2022-2023 has failed to meet the Board's expectations, met the Board's expectations, or exceeded the Board's expectations.

<u>Board Evaluation</u>	<u>Bonus</u>
Fails to meet expectations	\$0
Meets expectations	\$5,000
Exceeds expectations	\$10,000

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ATTACHMENT C

SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement ("Agreement") is made on the ____ day of _____ Suzanne R. Coffey ("Coffey") and the Great Lakes Water Authority ("GLWA"). This Agreement is binding on the parties and their heirs, administrators, representatives, executors, successors and assigns. Coffey and the GLWA (collectively, "the Parties") agree as follows:

1. Termination of Employment. Coffey will resign from the GLWA or retire if she is so eligible, and her employment with the GLWA will end effective _____, 20__ ("Termination Date"). Coffey agrees that she will not be entitled to reinstatement with the GLWA, that she will not seek employment or re-employment with the GLWA, and that this Agreement provides a sufficient basis for the GLWA and/or any of the Released Parties to reject any such application for employment, if made. Coffey understands and agrees that her right to participate in the GLWA's retirement and/or pension plans shall terminate on the Termination Date and any and all distribution of funds from such plans shall be made in accordance with the respective provisions of each plan. Nothing in this Agreement, however, shall be construed as requiring Coffey to waive her rights to any retirement benefits that have vested under applicable law.

2. Consideration. In consideration for signing this Agreement, the GLWA will pay Coffey a total of _____ dollars, equal to twenty-five percent (25%) of Coffey's annual salary as of the Termination Date, less any applicable tax withholdings. In accordance with Paragraph 8, below, Coffey shall have twenty-one (21) days from the Termination Date to sign and return this Agreement to the Chair of the Board of the GLWA. If Coffey fails to sign and return this Agreement by _____, or if Coffey revokes her consent to this Agreement, Coffey shall irrevocably forfeit her right to the above-referenced payment.

Coffey agrees that she is not entitled to any of the consideration set forth above, other than by the terms of this Agreement.

3. Release and Waiver of Claims. In consideration of the items specified in paragraph 2, above, which Coffey agrees is sufficient consideration to support this Agreement, Coffey, on behalf of herself, her executors, administrators, heirs, successors and assigns, hereby releases the GLWA, its past and present owners, parent companies, officers, directors, employees, trustees, shareholders, employee benefit plans, agents, affiliates, insurers, attorneys, subsidiaries, successors and assigns ("Released Parties"), of and from any and all claims arising out of her employment or separation from employment with the GLWA, dating from the beginning of the world through the Effective Date of this Agreement. This release includes specifically, but not by way of

limitation, any claims of age, sex, race, national origin, height, weight, marital status, or disability discrimination, retaliation, any claim of sexual harassment, constructive discharge, promissory estoppel, forced resignation, libel, slander, violation of public policy, misrepresentation, intentional and/or negligent infliction of emotional distress, detrimental reliance, invasion of privacy, negligence, fraud, interference with contractual or other relationships, or any other claimed violation of any federal, state, or local statute, including but not limited to Title VII of the Civil Rights Act of 1964 as amended, Section 1981 of the Civil Rights Act of 1866, the Age Discrimination in Employment Act of 1967 as amended, the Older Workers Benefit Protection Act of 1990, as amended, the Employee Retirement Income Security Act of 1974 as amended, the Whistleblower Protection Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the Americans With Disabilities Act, the Michigan Persons With Disabilities Civil Rights Act, the Uniformed Services Employment and Reemployment Rights Act, the Michigan Elliott-Larsen Civil Rights Act, any tort claims, any contract claims and all claims under common law, statutes, and executive orders at the federal, state and local levels of government, and any claim to any benefits from employment with the GLWA. It is Coffey's intent, by executing this Agreement, to release all claims against any and all of the Released Parties, to the maximum extent permitted by law, whether said claims are presently known or unknown, whether in law or in equity, in arbitration or otherwise, whether suspected, liquidated, contingent or matured, dating from the beginning of the world to the Effective Date of this Agreement.

Coffey understands that if any fact with respect to any matter covered by this Agreement is found to be other than, or different from, the facts now believed by her to be true, she expressly accepts and assumes the risk of such possible differences in facts and agrees that this Agreement shall be, and remain, in full force and effect notwithstanding such difference in fact. Coffey acknowledges and agrees that she may hereafter discover claims or facts in addition to or different from those which she now knows or believes to exist with respect to the subject matter of this Agreement, may have materially affected this settlement. Nevertheless, Coffey hereby waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts.

4. Non-disparagement. Coffey agrees that the business reputation of the GLWA and all of the Released Parties is a valuable asset of the GLWA and all Released Parties. Coffey agrees that she shall take no action which can be deemed to be harmful to the best interests of the GLWA or any Released Parties, including but not limited to: publishing material to any person, entity or the media that disparages or makes any negative comments whatsoever about the GLWA or any of the Released Parties, participating in interviews or publishing press releases that disparage or make any negative comments whatsoever about the GLWA or any of the Released Parties or taking action in any other manner or way whatsoever that disparages or makes any negative comments about the GLWA or any of the Released Parties.

5. Return of Property. Coffey will return all GLWA property in her possession, including all tangible and intangible property belonging to the GLWA or relating to her employment at the GLWA. By her signature below, Coffey also represents that she has not retained any copies, electronic or otherwise, of GLWA documents or information.

6. Non-solicitation of employees. For a period of one (1) year after Coffey's Termination Date, Coffey shall not directly or indirectly, employ or attempt to employ or assist anyone else to employ any person who is at such time or who was within the six-month period immediately prior to such time in the employ of the GLWA without the consent of the Board of the GLWA. This limitation does not prohibit a general solicitation (whether by newspaper, trade publication or other periodical, or by an executive search consultant) of employees, or hiring employees who respond to a general solicitation, so long as the solicitation is not directed specifically at employees of the GLWA. Coffey acknowledges that the above restrictions are reasonable and necessary to protect the GLWA's legitimate business interest.

7. Acknowledgment regarding leave. Coffey hereby acknowledges and agrees that she did not request leave during her employment with the GLWA, or that if she did request leave, that such leave was granted, and that she did not suffer any work-related injury during her employment with the GLWA.

8. Notice Provided Pursuant to Age Discrimination in Employment Act. Coffey understands that she has the right under the Age Discrimination in Employment Act and Older Workers Benefit Protection Act (hereafter collectively "ADEA") to consider the terms of this Agreement for twenty-one (21) days after receipt of this Agreement, but that she can decide to sign this Agreement prior to the end of the twenty-one (21) day period. Coffey has been advised to consult an attorney before signing this Agreement. If Coffey does not sign this Agreement within 21 days of its receipt, then she agrees that this Agreement is null and void. If Coffey decides to sign this Agreement prior to the end of the twenty-one (21) day period, Coffey attests that such decision is knowing and voluntary and not induced by the Released Parties, or any agent or employee of the Released Parties, through fraud, misrepresentation or a threat to withdraw or alter the Released Parties' offer to pay the salary continuation referenced above prior to the expiration of the twenty-one (21) day time period.

If Coffey signs this Agreement, she understands that she has the right to revoke the waiver and release of all claims pursuant to ADEA within seven (7) days of signing this Agreement (the "Revocation Period"), and she understands and agrees that this Agreement shall not become effective or enforceable until that Revocation Period has expired. Once the 7 day Revocation Period expires, with no revocation by Coffey, this Agreement shall be effective ("Effective Date"). For the revocation to be effective,

written notice must be received by the Chair of the Board of the GLWA at 735 Randolph, Detroit, Michigan 48226 via certified mail or email no later than the close of business on the seventh day after the Agreement is signed. Further, by signing this Agreement, Coffey acknowledges that in exchange for the release of claims, including the release under the ADEA, she will receive benefits she would not otherwise be entitled to receive. Should Coffey exercise her right to revoke the ADEA waiver within the seven-day period following her signing of this Agreement, Coffey understands that she will not receive any of the Consideration described above in this Agreement.

9. Indemnification. The GLWA shall indemnify and defend Coffey in the event she becomes a party or is threatened to be a named party in any civil suit for lawful acts or omissions occurring while in the course of her employment and while acting within the scope of her authority as Chief Executive Officer of the GLWA. Whenever a judgment for damages is awarded against Coffey as a result of a civil action for personal injuries or property damage caused by Coffey while in the course of her employment and while acting within the scope of her authority, the GLWA shall pay, settle, or compromise the judgment and pay all expenses related to the litigation, including reasonable attorney fees of GLWA-selected counsel.

10. Full and Complete Defense. Coffey further agrees that this Agreement may be pled as a full and complete defense to and be used as a basis for an injunction against any action, suit, or other proceeding based on the claims released by this Agreement which may be instituted, prosecuted or attempted by Coffey's respective agents, assigns, attorneys, employees, executors, heirs, offspring, partners, principals, relations, shareholders, spouse (current and former) and successors.

11. Severability and Choice of Law. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The parties agree that the terms and conditions of this Agreement shall be construed in accordance with the laws of the State of Michigan.

12. Entire Agreement. This Agreement constitutes the entire agreement and final understanding between Coffey and the GLWA with regard to her employment with the GLWA and voluntary termination of that employment. It is intended by the parties as a complete and exclusive statement of the terms of their agreement. This Agreement supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either party. This is a fully integrated agreement. Any modification of, or addition to, this Agreement must be in writing signed by Coffey and the Chair of the Board of the GLWA.

13. Knowing and Voluntary. Coffey acknowledges that she has signed this Agreement knowingly and voluntarily, without threat or duress by the Released Parties or any agent or employee of the Released Parties.

PLEASE READ THIS AGREEMENT CAREFULLY. IT INCLUDES A GENERAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Suzanne R. Coffey

Dated: _____

Great Lakes Water Authority
By:

Chair of the Board

Dated: _____

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