

SEPARATION AGREEMENT AND MUTUAL COMPLETE RELEASE

This Separation Agreement and Mutual Complete Release ("Release") is between William J. Cook, Jr. ("Employee") and the Board of Commissioners of the Lansing Board of Water & Light ("Employer"). Employee has been employed by the Board as Senior Vice President of Operations pursuant to a written Agreement dated November 16, 2006, but both parties are mutually agreeing to end the Agreement and end the employment relationship. For an orderly separation from employment, Employee and the Employer are entering into this Agreement and Release:

1. **Date of Separation:** Through his signature on this Release, Employee agrees to vacate the position of Senior Vice President of Operations upon the signing of this Agreement by both parties ("~~Release Execution Date~~") and he agrees to resign from employment with Employer effective March 2, 2009 ("Date of Separation"). Employee shall not seek employment with Employer, the City of Lansing, or their successors in the future and waives all claims Employee may otherwise have to continued employment with or re-employment or reinstatement by the Employer after the Date of Separation.
2. **No Fault:** The parties' agreement to the terms contained in this Release shall not be interpreted as an admission of fault by either party. The purpose of this Release is to mutually end the employment relationship between Employee and Employer.
3. **Consideration:** Employer shall, as consideration for Employee's agreement to the terms of this Release and subject to the conditions set forth in this Release, do the following:
 - a. Allow Employee to go on a Board approved paid administrative leave of absence when he vacates the position of Senior Vice President of Operations effective the Release Execution Date until he resigns from employment effective March 2, 2009 ("Leave of Absence"). During his Leave of Absence, Employee, or his estate should he die, will be compensated as follows:
 - 1) December 28, 2007: \$76,854.00, plus reimbursement for medical insurance premiums paid to date of reinstatement.
 - 2) Annual salary of \$153,303.00 and all applicable pension contributions in bi-weekly installments beginning January 1, 2008 and continuing thereafter through March 1, 2009.

Employee will receive health and dental insurance and all other employment benefits during the Leave of Absence. As with all other employees, Employee will be responsible for all applicable premium sharing and co-pays. Employee will not provide any services to the Employer except for those specifically requested and authorized in writing by the General Manager and mutually agreed upon between the General Manager and Employee. Employee will be permitted to seek alternative employment, outside the Employer, during his Leave of Absence. His acceptance of any such employment shall not affect his Leave of Absence, nor will it affect his receipt of all sums required to be paid him under this Agreement.

- b. On March 2, 2009, pay Employee, or his estate should he die, the sum of sixty-five thousand, eight hundred and two dollars and thirty-six cents (\$65,802.36) as 60% of accumulated sick days payable upon retirement.

On December 28, 2007, pay Employee, or his estate should he die, the gross sum of forty-five thousand five hundred dollars (\$49,500.00).
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On January 2, 2008, pay Employee, or his estate should he die, the gross sum of forty-five thousand five hundred dollars (\$49,500.00).
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- c. Allow Employee to retire effective March 2, 2009 with full retirement and pension benefits applicable to a twenty-five year employee, including, but not limited to, health and dental coverage for Employee and his spouse, fully vested ICMA-RC 457 deferred compensation plan, fully vested ICMA-RC 401A plan, and fully vested Prudential 401A deferred contribution plan.

Regular tax and other deductions required by law shall be withheld from all payments made to and on behalf of Employee pursuant to this paragraph, except for the payments set forth in subparagraphs 3(c), 3(d), and 3(e) above.

4. **Not for Services:** Both parties agree that the payments and benefits set forth in Paragraph 3 are consideration for signing this Release and are not required by any policy of Employer.
5. **Mutual Release of Claims:** For and in consideration of the agreements of Employee and Employer herein, Employee and Employer mutually release, withdraw, acquit, waive and forever discharge all claims, actions, charges, suits, demands, rights, and damages, known or unknown, civil and/or criminal, that the parties might have now or which may hereafter accrue, against one another on account of or growing out of Employee's employment and the cessation of Employee's employment relationship with the Employer. For purposes of this Paragraph of the Release, Employer is defined to include the Board of Commissioners, affiliates, their principals, members, officers, employees, agents, attorneys, their successors, the City of Lansing, and all elected officials thereof. This release of claims includes but is not limited to, claims for emotional distress; lack of due process; harassment; defamation; breach of Employee's employment contract and any express or implied contract and/or employment policies; wrongful discharge; torts, attorney fees; and employment discrimination arising under any federal, state, or local civil rights or anti-discrimination statute including specifically but not limited to any claims Employee may have under the Age Discrimination in Employment Act ("ADEA"), Title VII, Americans With Disabilities Act ("ADA"), Elliott-Larsen Civil Rights Act ("ELCRA"), Persons With Disabilities Civil Rights Act ("PWDCRA"), and any other state or federal statute, and common law, except that Employee does not waive any claims that may arise under the ADEA after this Release is signed. Employee acknowledges that, other than the payments specifically referenced in this Release, Employee has been paid all compensation due him.
6. **Non-Disparagement:** The parties further agree that they will not make to any third party any disparaging, defamatory, or misleading written or oral statements about or relating to one another and that the current General Manager will provide a favorable reference letter to any prospective employer of Employee.
7. **Non-Disclosure:** Employee agrees that during the course of Employee's relationship with Employer, certain confidential or proprietary information may have been divulged to or become known by Employee such as information concerning the Employers' employees ("Confidential Information"), and the disclosure of such Confidential Information could harm the Employer, its employees, and business. In recognition of these facts and other facts concerning Employee's experience with the Employer, Employee expressly agrees that, other than as required by law, Employee will not directly or indirectly disclose, communicate or divulge to, or use for the direct

or indirect benefit of himself or any person, firm, association, company or organization, any Confidential Information of Employer.

8. **Confidentiality:** The parties agree that this Agreement and its terms are confidential and shall not be disclosed or published directly or indirectly to third persons by either party, except as necessary to enforce its terms, or to the parties' respective attorneys and financial consultants, or except as required by law.
9. **Indemnification, Defense and Cooperation:** Employee will fully and voluntarily cooperate, support and assist in defending and pursuing any actions by or against the Employer in which Employee is named as a defendant or witness or about which Employee has knowledge. Employer will fully and completely indemnify and defend Employee from any and all claims brought against him arising out of his employment with Employer, including, but not limited to, payment of any and all actual attorney fees incurred by Employee in enforcement of this provision.
10. **Consideration Period:** Employee acknowledges that he was advised to and has consulted with his attorney before he executed this Release; that he has been given a period of twenty-one calendar days from the date that he received this Release to consider this Release and its terms ("Consideration Period"); that this is the parties' final offer to one another, and that if Employee decides to enter this Release, he must sign it, and Brandie Ekren, attorney for Employer, must receive the executed Release in her office at 1232 Haco Drive, Lansing, MI 48933 no later than the time of close of business on the last day of the Consideration Period. If Employee fails to execute this Release before expiration of the Consideration Period, it shall be withdrawn.
11. **Revocation Period:** If this Release is executed by the parties, Employee shall have seven (7) calendar days following his execution of this Release to revoke this Release ("Revocation Period"). Any revocation of this Release shall be made in writing by the Employee and shall be received by Brandie Ekren in her office by the time of the close of business on the last day of the Revocation Period. This Release shall not become effective or enforceable until the expiration of the Revocation Period of this Release.
13. **Michigan Law:** Except to the extent federal law controls, this Release shall be interpreted in accordance with the law of Michigan.
14. **Entire Agreement:** This Release is the entire agreement between Employee and Employer concerning the cessation of the employment relationship. It supercedes all prior and contemporaneous oral or written agreements or understandings between the parties concerning the termination. There are no other agreements or understandings between Employee and Employer. Any modification of this Release must be in writing and signed by both parties to be binding.
15. **Severable:** In the event that any provision of this Release is determined to be unenforceable, the remainder of this Release shall not be affected, but each remaining provision or portion shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.
16. **Presumption of Drafting:** In the event of ambiguity, this Release shall be determined to have been drafted by all parties.

Employee acknowledges that he has read and understands this Release; that he has been provided sufficient time to consider this Release; that he understands the consequences of entering into this Release; that he is competent to enter this Release and that he is entering into this Release knowingly and voluntarily.

EMPLOYEE

Dated: 12/21/07.

William J. Cook, Jr.
William J. Cook, Jr.

Subscribed and sworn to before me this 21 day of December, 2007.

Lindsay LaBerge
Notary Public

LINDSAY LaBERGE
Notary Public, State of Michigan, County of Ingham
My Commission Expires May 1, 2008
Acting in the County of Ingham

Ingham County, Michigan, My Commission Expires: 5-1-08

Employer acknowledges that it has read and understands this Release; that it has been provided sufficient time to consider this Release; that it understands the consequences of entering into this Release; that it is competent to enter this Release and that it is entering into this Release knowingly and voluntarily.

LANSING BOARD OF WATER & LIGHT

Dated: 12-21-07

J. Peter Lark
By: J. Peter Lark
Its: Director and General Manager

Subscribed and sworn to before me this 21 day of December, 2007.

Beverly A. Bishop
Notary Public

BEVERLY A. BISHOP
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires Oct. 9, 2013
Acting in the County of Ingham

Ingham County, Michigan, My Commission Expires: October 9, 2013

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LANSING BOARD OF WATER & LIGHT

Dated: 12-21-07

Rhonda Jones
By: Rhonda Jones
Its: Corporate Secretary

Subscribed and sworn to before me this 21 day of December, 2007.

Beverly A. Bishop
Notary Public
Ingham County, Michigan, My Commission Expires: October 9, 2013

BEVERLY A. BISHOP
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires Oct. 9, 2013
Acting in the County of Ingham

BRANDIE ELLER
BOARD OF WATER & LIGHT
LEGAL COUNSEL
12/21/07

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William J. Cook, Jr.
William J. Cook, Jr.

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My Commission Expires May 1, 2008
Acting in the County of _____

LINDSAY LABERGE

Notary Public, State of Michigan, County of Ingham
My Commission Expires May 1, 2008
Acting in the County of _____

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J. Peter Lark
By: J. Peter Lark
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NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
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Acting in the County _____

Notary Public

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Rhonda Jones
By: Rhonda Jones
Its: Corporate Secretary

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