

December 6, 2023 Meeting

RESOLUTION TO INCREASE MARK DALEY'S CUSTOMARY WORK HOURS TO FULL TIME AND TO INCREASE HIS COMPENSATION ACCORDINGLY

WHEREAS, MIRA and the Employee entered into an employment agreement effective on or about August 1, 2013, for the period from August 1, 2013 to July 31, 2015, with successive one-year renewal terms, for the position of MIRA's Chief Financial Officer (hereafter the "Original CFO Agreement");

WHEREAS, the Materials Innovation and Recycling Authority ("MIRA") and Mark Daley entered into an employment agreement on or about June 10, 2021, for the period from July 1, 2021 to June 30, 2022, with successive one-year renewal terms, for the position of MIRA's Chief Financial Officer (hereafter the "CFO Agreement");

WHEREAS, MIRA and Mark Daley entered into an Addendum to Chief Financial Officer Employment Agreement Between MIRA and Mark T. Daley on or about September 22, 2022 (hereafter "Addendum Agreement");

WHEREAS, MIRA and Mark Daley entered into a President and Chief Executive Officer Employment Agreement on or about September 22, 2022, for the period from January 6, 2023 to January 5, 2024, with successive six-month renewal terms, for the position of MIRA's president and Chief Executive Officer (hereafter the "President & CEO Agreement");

WHEREAS, Public Act No. 23-170 created the MIRA Dissolution Authority ("MDA") as successor in interest to the Materials Innovation and Recycling Authority ("MIRA") effective as of July 1, 2023;

WHEREAS, effective July 1, 2023, any contract, right of action or matter undertaken or commenced by MIRA will be undertaken and completed by the MDA;

WHEREAS, the officers and employees of MIRA were transferred to the MDA and all property of MIRA became the property of the MDA effective July 1, 2023;

WHEREAS, effective July 1, 2023, all of MIRA's waste transfer operations, reporting and business activities continued uninterrupted under the governance of the MDA in fulfillment of existing municipal service agreements, operating and other contracts;

WHEREAS, the MDA will continue all of MIRA's ongoing waste management and related operations, but wind them down in an orderly and responsible manner by July 1, 2026;

WHEREAS, in addition to MIRA's existing statutory authority, the MDA's interim mission will be to identify the immediate environmental needs and knowledge necessary for future redevelopment of the South Meadows site;

WHEREAS, effective January 6, 2023, Mark Daley assumed the responsibilities of President and Chief Executive Officer of MIRA (now MDA), in addition to the duties of MIRA's Chief Financial Officer (now MDA);

WHEREAS, the combined duties of the President and Chief Executive Officer and Chief Financial Officer of MDA require a full time employee;

WHEREAS, the MDA wishes to increase Mark Daley's compensation in consideration of the full time work required to discharge his responsibilities;

WHEREAS, The MDA's Human Resources Committee voted on October 11, 2023, to recommend to the Board of Directors that it approve amendments to Mark Daley's Employment Agreement changing Mark Daley's status to full-time and increasing his compensation to a bi-weekly rate of Eight Thousand Three Hundred Nineteen Dollars and Twenty-Three Cents (\$8,319.23) (Two Hundred Sixteen Thousand Three Hundred Dollars annualized); and

WHEREAS, with an effective date of January 6, 2024, the amendments to the President & CEO Agreement, draft attached as exhibit A, will include the following essential terms:

Full Time Employment Effective on January 6, 2024, the following language in Section 3 of the President & CEO Agreement is hereby deleted and void: "Employee shall typically work thirty (30) hours per week, working in the office Mondays-through Thursdays, plus be available for work from home on Fridays. Employee shall work additional work hours as may be necessary to meet work requirements." In place of the deleted and voided language, the following language is substituted therefore: "Employee shall be employed as a full-time employee of MDA.

Compensation. Effective prospectively with the first full pay period on or after January 6, 2024, Section 4 of the President & CEO Agreement is deleted and voided and the following new Section 4 is substituted therefore: "4. Employee's compensation rate for this Renewal Term and any subsequent Renewal Term, subject to modification as recommended by the Human Resources Committee and approved by the Board of Directors, be at a bi-weekly rate of Eight Thousand Three Hundred Nineteen Dollars and Twenty-Three Cents (\$8,319.23) (Two Hundred Sixteen Thousand Three Hundred Dollars annualized) plus an annual cost of living adjustment effective on the first day of July of no less than the percentage increase in the Consumer Price Index for the previous year. Employee's salary shall be payable in regular installments in accordance with the MDA's general payroll practices and is subject to customary withholding."

WHEREAS, MDA's enabling statute provides that "...any contract for which the annual consideration is greater than fifty thousand dollars shall be approved by a two thirds vote of the authority's full board of directors."

NOW, THEREFORE, it is RESOLVED: that the Chairperson of the Board is hereby authorized to enter into a First Amendment To President And Chief Executive Officer Employment Agreement Between Mira And Mark T. Daley on substantially the terms and provisions discussed at this meeting.