



Office of the Chief Executive

735 Randolph Street, Suite 1900
Detroit, Michigan 48226

June 26, 2023

The Honorable
Board of Directors
Great Lakes Water Authority

RE: CEO Report – June 26, 2023

Chairperson Hendrix and Directors,

I am pleased to begin my report to the Board with the fact that GLWA and the city of Highland Park have reached an interim agreement related to staying the pending collections cases, including enforcement of the \$24 million judgment owed to GLWA by Highland Park for unpaid water and wastewater services in the 2014 case. As stipulated in the interim agreement, Highland Park has paid and delivered to GLWA \$1 million, which will be applied to a final settlement. If a final settlement is not reached, the payment will be applied to the judgment in the 2014 case.

As a result of this \$1 million payment, the Court has granted a stay of both the 2014 case, as well as the 2020 case. Details of the interim agreement can be read [here](#) and the Court orders are attached to the Office of the General Counsel's monthly report.

GLWA's next step is to communicate a proposed method for how the \$1 million will be returned to eligible member partner communities in the form of credits to the Board's Audit Committee on June 26, and then to the full board for approval at its June 28, 2023, board meeting. GLWA expects that these credits will be issued during the first quarter of Fiscal Year 2024 (which begins July 1, 2023).

As it relates to the credits, it is important for everyone to understand that GLWA will not directly benefit from the \$1 million payment, rather this payment will be utilized to begin to reimburse those member partner communities who have absorbed portions of Highland Park's bad debt expense.

Moving onto the topic of system resiliency, I wanted to share with you that our assessment efforts related to the 120-inch transmission main, which is the largest main in the regional system and which experienced a major break last August, continue.

As a part of our Linear System Integrity Program, we are preparing to perform an aboveground survey of the entire 26 miles of the pipe, which runs from the Lake Huron Water Treatment Plant to the Imlay City Booster Pumping Station. The survey will gather information on the main appurtenances and land surface used to be used in future condition assessments of the 120-inch main.

Another resiliency effort I'd like to share is the submission of our record retention policy to the state of Michigan. This may appear to be a small item, but it is incredibly important from a compliance standpoint and was the result of more than a year's worth of collaborative efforts led by the General Counsel's Office.

I am extremely proud to report that Chief Operating Officer of Water and Field Services, Cheryl Porter, has officially begun her term as President-Elect of the American Water Works Association. She will hold this post for one year, and then will become President of the organization in June 2024. We are so proud of Cheryl and look forward to the important work she will do and how it will raise GLWA's profile throughout the Water Sector.

Equally as exciting to announce is that Dr. Majid Khan, Director of Wastewater Operations, has been elected the position of Vice President of the Michigan Water Environment Association (MWEA), which puts him on the path to becoming President of this statewide organization in 2025. In addition, Director of Wastewater Engineering Chris Nastally has been selected as the MWEA's Federation Delegate to the Water Environment Federation. Congratulations to Majid and Chris on their continued leadership in the Water Sector!

Finally, I am bursting with pride to share with you that GLWA has won its first EMMY Award for its educational video that explains how our wastewater conveyance system works, [*"Where Does the Water Go?"*](#) I want to acknowledge Public Affairs Team Members Curtis Burris-White and Jason Matthews, as well as Navid Mehram and Chris Nastally, for their creativity and leadership in creating this important video as a part of our commitment to public education and engagement. Way to go, I can't wait to see what's next!

PLANNING SERVICES

Asset Management Group (AMG)

Annual All AMSO Team Meeting

GLWA's Asset Management Strategic Organization (AMSO) held its 6th Annual All AMSO Team meeting on June 8, 2023. AMSO is GLWA's internal cross-functional team governance structure providing strategic guidance and direction for asset management activities. The meeting was attended by 72 team members from all business units across the organization including members of the Executive Leadership Team, Managers and Directors, and team leads engaged in day-to-day Asset Management activities.

Most Valuable Member



*Figure 1: 2023 ALL AMSO 'MVM' Award
Winner Joe Burchi, IT Manager -*

PLANNING SERVICES (continued)

The meeting was themed **“The Power of ONE Team’s Coming of Age!”**. This theme recognizes that GLWA is no longer at the infant stage of Asset Management but is well into its long asset management journey. Along with this increasing maturity, different skill sets and activities will be needed to continue our successes. The meeting included reflections on last year’s asset management activities including the Linear Systems Integrity Program, Capital Improvement Planning, and Asset Management Information Systems. We discussed the successes and provided an overview of challenges for the upcoming year. The participants also heard from Operations and Maintenance team leaders on their teams preparation to transition from paper work orders to the mobile work orders with the implementation of our planned work management system, NEXGEN.

With a challenging year behind us, and another challenging year ahead, we paused to acknowledge the many team members across GLWA who demonstrated noteworthy partnership and accomplishments, performed critical asset management activities, and made notable contributions to asset management best practices.

Peer-to-peer recognition was given to ten “Asset Management Heroes”, the “Most Collaborative Team”, the “Most Valuable Member”, three NEXGEN Change Champions”, and six “Data Drives Decisions Award” winners. This was a great opportunity for team members to recognize and acknowledge one another for their dedication to asset management. *(Please see winners shown below).*



Figure 3: 2023 All AMSO Meeting 'Data Drives Decisions' Award Winners (above) and NEXGEN Change Champions (right).



Figure 2: 2023 All AMSO AM Hero Award Winners



Linear System Integrity Program (LSIP)

The Linear System Integrity Program (LSIP) is preparing to perform an aboveground survey of the 120-inch transmission main. This transmission main is the largest in GLWA’s system and runs from the Lake Huron Water Treatment Plant to the Imlay City Booster Pumping Station. Property owners adjacent to the transmission main will receive a letter informing them of the survey followed by individual door hangers shortly before the work being done.

PLANNING SERVICES (continued)

Field crews will have appropriate identification for GLWA and our consultant, HDR during the aboveground survey. The aboveground survey is to gather information on the transmission main appurtenances and land surface used to prepare for the future condition assessment of the 120-inch pipeline.

Capital Improvement Planning Group (CIP)

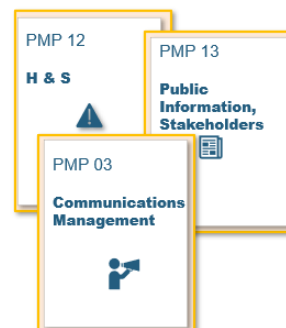
In May, the CIP team conducted two training sessions for project managers. The primary goals of these sessions were to refresh the team's understanding of the portal and introduce some enhancements to the CIP project scoring process. Additionally, the team actively sought cost and schedule updates to ensure better alignment with the engineering teams' forecasts.

With support from AECOM, the CIP team continued their efforts in change management, specifically regarding the implementation plans for new CIP delivery roles and the Program Management Plan (PMP). Chapters 03, 12, and 13 of the PMP are now in their final review stages, and several other chapters have already been

Chapters **published:**

PMP 00 – **PMP Overview**
PMP 01 – **CIP Program Overview**
PMP 02 – **Org. & Governance**
PMP 05 – **Schedule & Budget Mgt**
PMP 06 – **Contract Change Mgt**
PMP 07 – **Quality Mgt**
PMP 08 – **Risk Mgt**
PMP 09 – **Engineering & Design Mgt**
PMP 10 – **Procurement & Contracts**
PMP 11 – **Permitting & Reg. Comp. Mgt**
PMP 14 – **Construction Mgt**

Chapters in final **review:**



Note: The PMP is a living document that will be updated periodically

published. Chapter 4 (Document Control) and Chapter 15 (CIP planning) are currently in progress. During May, the team also engaged in recruiting activities to fill the current vacancies within the program, including positions such as Schedule/Budget Management Professionals and Professional Administrative Analysts. A candidate for the Schedule Management Professional role was selected and they are expected to start in late June.

Systems Planning Group

On May 5, the **Water Charge Methodology Review Subgroup** met to learn about one member's proposed recommendation for refinements to the methodology and to discuss the next steps for the group.

The **Charges Work Group** was convened on May 9 to build a shared understanding of the preliminary update to inputs into Sewer SHAREs that will occur as part of the fiscal year (FY) 2025 charges. While additional work remains to refine the inputs to the analysis, the preliminary impact on individual member charges of these updates are calculated to be $\pm 1\%$. GLWA also shared a new process for assigning wastewater CIP project costs to cost pools and collecting member feedback on those assignments. GLWA followed up the meeting with a list of the wastewater CIP projects with their respective cost allocation assignments.

PLANNING SERVICES (continued)

Members were asked to let GLWA know, as soon as possible, if they would like more information about any of the assignment(s).

On May 18, there was a special meeting of the **Wastewater Analytics Task Force**. The meeting focused on demonstrating tools available to members to access key data (e.g., hydraulic grade line, facilities' capacity, weather, hydrology, etc.), as well as a tool under development that would bring many of these data points together with emergency contact information for GLWA and member facilities. Additionally, a representative from the U.S. Army Corps of Engineers presented information about funding opportunities for resiliency projects.



SECTION 219, ENVIRONMENTAL INFRASTRUCTURE



Authority: Section 219 of the 1992 Water Resource Development Act (WRDA), as amended.

Cost Share: 75% Federal, 25% Local.

Types of Assistance: USACE can assist with projects related to the correction of combined sewer overflows, surface water and water supply in Michigan. Assistance may be in the form of technical, planning, design, and/or construction assistance.



Chapaton Water Treatment Facility (large parking lot behind the building in the forefront)

The **Watershed Hub Work Group** met in person on May 24 for the first time since the start of the COVID-19 pandemic. They provided updates on their respective efforts underway to implement the investigational grab sampling program and began outlining parameters for sharing data and communicating program findings. They identified opportunities for regional collaboration around outreach and public education on topics as it relates to illegal recreational vehicle dumping.

The **One Water Co-Chairs** met on May 31. The group discussed important projects and initiatives and provided input to shape the agenda for the June 22nd One Water Partnership meeting.

PLANNING SERVICES (continued)

System Analytics & Meter Operations (SAMO)

Due to the hot, dry period during the first two weeks of June, the highest as reported* pumpage of 694 million gallons per day (MGD) occurred on June 4, 2023. As can be seen in the table below, the maximum daily pumpage in FY23 has already exceeded four of the past seven years values.

Year	Max Day (MGD)
2016	777
2017	716
2018	692
2019	619
2020	707
2021	562
2022	631
2023	694*

**As reported data has not been validated and/or modified to reflect adjustments due to reservoir operations*

During this two week period, water system pumpage reached the highest levels we have seen from the same period in the previous ten years (2013–2022). Before this year, 2016 had the largest pumped volume during this period. This year, the pumpage was 5.9% more than in 2016 and 43.9% higher than in 2022 over this period. *Please see the pumpage chart below.*

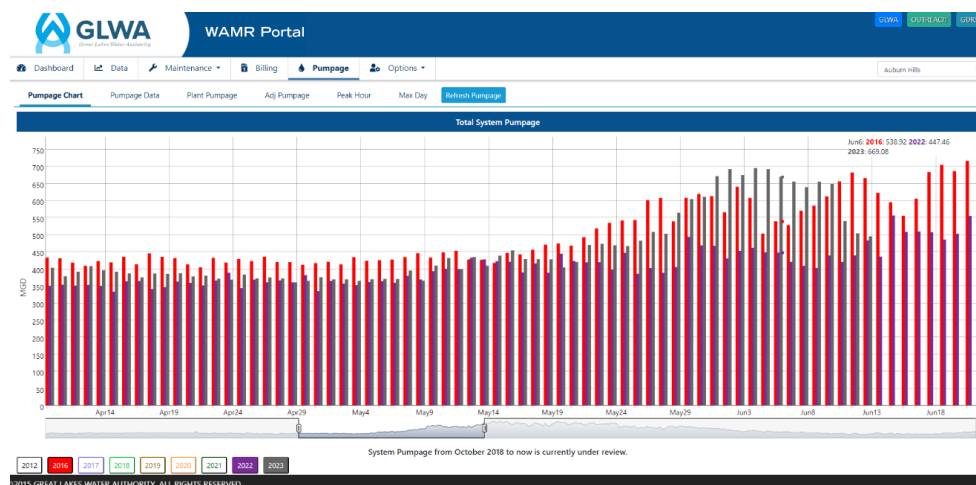


Figure 1: 2023 Pumpage as compared to 2016 and 2022

WASTEWATER OPERATING SERVICES

Wastewater Operations

The Water Resource Recovery Facility (WRRF) operations complied with the Water Quality Standards for the month of May, with the exception of the compliance issue below.

WASTEWATER OPERATING SERVICES (continued)

Compliance Issues

The monthly average for Total Phosphate (TP) for Primary Effluent (PE) was 2.8 mg/l, over the limit of 1.5 mg/l. There was one PE discharge of short duration during the month, and it had been approximately three weeks since the previous one. It is typical of plant performance that high concentrations of pollutants will be present in the sample under these circumstances. Other pollutants were also at elevated levels but not high enough to exceed the regulatory limits.

Laboratory

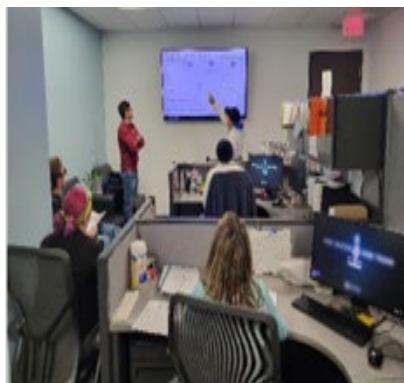
As part of the WRRF 2023 Wastewater Spring Clean-Up Week, team members spruced up the sampling sites and laboratory areas. The kitchen received some new labels as well as dishes and silverware to reduce the use of single-use plastics.

After the recent start-up of the new ferric chloride system for Pump Station 2, the Laboratory team members of all four crews participated in extensive training of the ferric chloride system for Pump Station 1. During a two-week period, a total of 40 hours of training on the system were conducted. The training included on-site training in the pump skid room focusing on pumps, Variable Frequency Drives (VFDs) and valving, followed by training on Ovation control of the system.

The laboratory team performed testing on the spent wash solution remaining after the cleaning of the Thickened Waste Activated Sludge line. Over the years, vivianite, an iron phosphate, accumulated in the pipe. The removal of this deposit has increased sludge pumping capacity. To inform disposal, the lab analyzed pH and phosphorus levels of the spent washing solution.



Laboratory Team Leader Idika Ubi during spring cleaning at Zug Sampling station.



Crew 3 during Ferric System Ovation training.



Chemist Natalia Chevtchenko (right) during sample collection of the spent washing solution after removal of vivianite deposits from a sludge line.

WASTEWATER OPERATING SERVICES (continued)

Maintenance

Due to impeller degradation, the Primary team started a replacement of the Pull-Out Assembly (POA) for Main Lift Pump (MLP) 7. The replacement of a Pump Station 1 POA is a very intensive and sensitive job. It entails removing and storing the motor stator and motor rotor, removing



around 45 feet of shafting, and removing the old 10-ton POA. Attributed to a period of diligent preparation between the Primary Team and the contractor support team, the POA replacement is moving along very smoothly with few minor delays which will minimize the time and impact on plant operations.

View of the removed motor and shafting from the Pump Station 1 motor floor and the new POA in the process of being moved into Pump Station 1

The Incineration team coordinated the rehabilitation of the M conveyor. Due to construction of the northside conveyance system in the Incineration Complex, the M conveyor was required to be in use almost continuously during previous years. The inability to rotate conveyors caused a significant amount of stress and wear to the southside belts. With construction moving into the testing phase of the northside conveyors, the Incineration Team quickly mobilized and utilized this testing window to perform the necessary work on the southside conveyance system.



The M conveyor during the rehabilitation (pictured left) and after retesting (pictured right)

WASTEWATER OPERATING SERVICES (continued)

Process Automation & Control System Team (PACS)

Fiber Optic Cable Replacement

The fiber optic cable at Sludge Pumping Station #3 (SPS #3) at the WRRF failed. A 100 ft. section of cable was replaced, and an additional fiber patch panel was installed. The repair reestablished communication from the Ovation controller at SPS #3 and allowed the rest of the WRRF control system network.

Emerson Product Development Workshop was hosted at the WRRF

Emerson Process Management is the manufacturer of the Ovation Distributed Control System that is used throughout GLWA to monitor and control process equipment. The President of Development for Emerson along with three Emerson staff members held a workshop at the WRRF that was attended by 14 GLWA representatives.

Topics covered in the workshop for GLWA's consideration included new products and configurations that have recently developed:

1. New networking options including Ovation over WAN, Ovation Stand-Alone controllers and remote I/O over ethernet.
2. Network security
3. Historical scanners embedded within controllers
4. The small new form factor SMC 100 Controller

These new products will allow greater flexibility as GLWA process automation professionals design, install, administer, and maintain the systems that are used by Operations to treat and transport water and wastewater.

Engineering and Construction

Wastewater Projects in Design or Misc.:

Capital Improvement Planning (CIP) Design:

CIP 211005.2, Contract No. 2103338 – Pump Station 2 VFD Replacement

Minimal changes have occurred as the scope change was finalized. “60% drawings are in development and will include additional scope added as part of this project. Additional scope improves the reliability of the electrical system to service these critical pumps. This project will be bid out for construction later this year.

CIP 211005.3, Contract No. 2104082 – Pump Station 2 Mag Meter Replacement

This project remains in the early procurement stages. We expect advertisement near the end of June or beginning of July to Job Order Contract (JOC) contractors.

WASTEWATER OPERATING SERVICES (continued)

CIP 211007, Contract No. 1904337 – Pump Station 2 Bar Rack & Grit System Improvements

The 100% design submittal is anticipated to be completed in June. Meetings with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) are being planned by the design team. The design documents will be transmitted to Procurement, and the CIP plan is being adjusted for new engineers estimates of construction cost.

CIP 211008, Contract No. 2101915 – WRRF Sludge Dewatering Pumps System Improvements

The kickoff meeting was held, and the designer is currently working on initial tasks to finalize the design concept and obtain Operations and Maintenance (O&M) buy-in.

CIP 212008, Contract No. 2102926 – Aeration Deck 1 and 2 Modifications (WRRF)

The evaluation of the proposals and assessment of the CIP impacts are in progress.

CIP 260210, Contract No. 2201041 – Design for Rehab of Ashland Relief, Linwood, Lonyo, Second Avenue and Shiawassee Sewers

This project focuses on inspection and rehabilitation of the above-named sewers. The project is finishing inspection of the Shiawassee sewer due to its overlap with the current Michigan Department of Transportation (MDOT) Telegraph Road project, which traffic control zone reduces the effort necessary to inspect a portion of that sewer and continues into the Lonyo sewer.

CIP 260903, Contract No. 2201744 – WRRF Front Entrance Rehabilitation

This project is headed to the June Board for approval of the lowest responsible bidder. Assuming the Board approves, the notice to proceed is anticipated in August.

CIP 273001, Contract No. 2103225 – Hubbell Southfield CSO Facility Improvements

The negotiation meeting was held with the selected vendor and finalizing the cost and the scope with the vendor is in process. This contract will go to the Board for approval in July.

CIP 277001, Contract 1902908 – Baby Creek Outfall Improvements Project

The contractor has continued with debris removal operations, clearing approximately 150' of each barrel, which has resulted in the disposal of 200 tons of debris.

Non-CIP Design:

Task Order Engineering Services (TOES) 35T, Contract No. 2202034 – Sludge Pumps 21 through 24 Motor/Drive Improvements.

The 90% design drawings are being completed and expected to be received in late June or early July. Once approved, a quote will be submitted via the job order contract.

WASTEWATER OPERATING SERVICES (continued)

TOES 38T, Contract No. 2203014 – Complex II Conveyor System Fire Protection Improvements – Pilot System.

The consultant is proceeding with Construction Change Directive-2 (CCD-2) to explore other Fiber Optic Linear Heat Detection manufacturers. The 90% design is expected to be delivered within 2 weeks.

TOES 39T, Contract 2201974 – Secondary Clarifiers & B House Improvements & Flowmeter Replacement.

The consultant has begun efforts for the detailed structural evaluation of the selected B house improvements.

Wastewater Projects in Construction:

CIP Construction:

CIP 211006, Contract 2103350 – PS No.1 Improvements (WRRF)

The State Revolving Fund (SRF) project plan was approved by EGLE, and the American Rescue Plan (ARP) Grant Agreement is in the approval process. Weiss submitted the draft Rev 0 schedule for review on May 8, 2023, which was reviewed by consultants, PMA and Wade Trim. The review comments were submitted to Weiss on June 2, 2023. Weiss completed above-grade and accessible pre-construction laser scanning except wet wells and venturi vaults. All Makeup Air Units (MAUs) are delivered and stored at Weiss's storage facility until ready for installation. Wade Trim continues to provide construction assistance services, review of submittals, etc.

CIP 211008, Contract 2002190 – Rehabilitation of Ferric Chloride Feed System at Pump Station-1(PS-1) and Complex B Sludge Lines (WRRF)

The Contractor has completed chemical cleaning of the thickened waste activated sludge (TWAS) line and video inspection of the line will be performed soon. Three existing ferric chloride tanks have been demolished, with the fourth tank remaining in service until project demonstration testing is successfully completed. The new ferric chloride pumping system has been tested with water and the Ovation control system site acceptance test is in progress with only a few items remaining to be tested. Operations and Maintenance training began on May 30, 2023 and is continuing. The Contractor expects to start the first phase of system demonstration testing on June 13, 2023.



Chemical Cleaning of permanent TWAS line



Three Ferric Chloride Tanks Removed

WASTEWATER OPERATING SERVICES (continued)

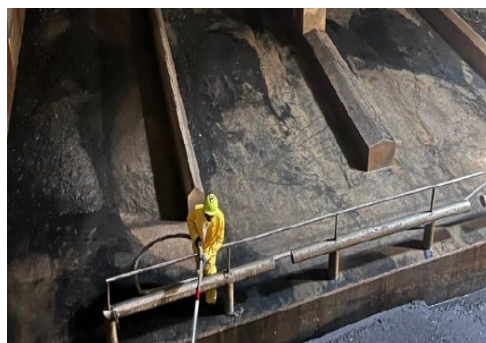
CIP 213007, Contract CON-197 – WRRF Modification to Incineration Sludge Feed Systems at Complex II (WRRF)

Due to excessive sludge spillage from the CON-197 conveyors, it was necessary to stop the thirty-day operational demonstration test prematurely on May 3, 2023. The conveyor supplier is designing necessary modifications to correct the spillage and has submitted a portion of the design for review. After fabrication and installation of the modifications, the operational demonstration testing will be restarted. A Change Directive is in the GLWA approval process for installation of more abrasion resistant High Density Polyethylene (HDPE) strainer backwash piping to replace prior piping and valves that have been subject to significant interior abrasion and leaks. The Engineer has also provided design revisions to alleviate conveyor drip pan cleaning problems and the Contractor is preparing a quote for this work.

CSO Control Program

CSO Operations

Operations did not experience much activity as far as captures and/or discharges for the month of May. However, the team reviewed after action for prior month's events with Operations regarding event performance. Also, GLWA utilized Wade Trim to develop post event analysis for the two past wet weather events. The analysis covered with the team include discharge volumes, and facility performance in accordance with the Interim Wet Weather Operational Plan (IWOP) and the WRRF collection system levels.



Operations must manually water down the trench and sump pit, as well as the flushing lanes a few times a year as shown in the image above

With the extended dry spell, there was an opportunity to perform deep cleaning in the retention compartment at Conner Creek. This is the area immediately downstream of the bar racks. It is often heavily compacted with grit which often clogs our flushed pumps for those compartments.

CSO Maintenance

Havener Tech sealed the leaking joints at Leib Screening and Disinfection facility (SDF) to prevent water from draining down into the basement through the manholes located outside of the facility.

Maintenance techs have been catching up with the mixer Preventive Maintenance and installation. The manufacturers have suggested that every Evoqua mixer be pulled after every wet weather event for examination of the hardware components. CSO's have a total of 123 mixers located at Conner Creek, Belle Isle, St. Aubin, Leib and Baby Creek.



The long periods between wet weather affords the team the time to perform this inspection activity as shown in the image above

WASTEWATER OPERATING SERVICES (continued)

CSO Recognition

CSO leadership would like to recognize Plant Technician 2, **Georgianna Lindsey**, a Plant Technician for her continued education for obtaining her municipal certification by completing the Bay College Wastewater Treatment Program.

WATER OPERATIONS

Water Quality

Water Career Day

Water Quality recently had the opportunity to participate in the career day event, which featured the presence of Randolph Career and Technical School, as well as Harper Woods College and Career Institute. During the event, we had the privilege to showcase the goals of our Water Quality team and elucidate our role within the drinking water distribution system. Chemist, Bryan Levoska, and Investigator, Dekobye White, explained the team's goal in making sure that we are delivering water of unquestionable quality to residents, in part by monitoring for chlorine levels throughout GLWA member partner distribution systems, as well as monitoring the corrosion control parameters to prevent lead from leaching into the drinking water from household plumbing. Dekobye and Levoska discussed and demonstrated a couple of specific tests done in the field (pH and chlorine) which interested the students curiosity.

As a panelist in the discussion, Management Professional Amani Saiyad had the privilege of sharing valuable insights about why GLWA would be an excellent fit for all the young participants. The students were told about the importance of a supportive work environment that fosters a sense of family among team members. One particularly engaging moment occurred when a young woman from the group asked about the presence of women chemists within GLWA. It was a pleasure for Amani to share her personal experiences as a chemist and highlight the accomplishments of many strong women who have contributed to the outstanding reputation and success of our organization.

In addition, we were fortunate to have other participants in the panel discussion that were representing various roles within GLWA, including maintenance technicians, instrument technicians, team leaders, managers, and several member partners had their teams demonstrating different types of field work that they perform. Each panelist shared their unique and personal experiences, providing valuable insights to the group. The panelists' contributions showed participants views of the diverse career paths that are available at GLWA. Overall, the interaction provided a wonderful opportunity for everyone to showcase the potential career prospects. There are many potential career paths at GLWA which provide exciting possibilities to young minds.

WATER OPERATIONS (continued)

Port Authority Temporary Water Service Connection

On Friday evening, June 2, 2023, Detroit Water and Sewerage (DWSD) experienced an 8-inch water main break on Bates Street located on the roadway within the 2023 Detroit Grand Prix zone. The main was isolated late that night. The isolation resulted in the Detroit Port Authority on Atwater and Bates losing water service.



Early Saturday morning on June 3, 2023, GLWA was contacted by DWSD Kenneth Miller (Maintenance and Repair Manager) about the process for a temporary service connection. GLWA's Field Services referred Kenneth Miller to GLWA Water Quality Team Leader Yvette Hayes-Johnson, who explained Water Quality's process along with disinfection processes and challenges she experienced with a temporary installation years ago at the Port Authority. Mr. Miller explained the temporary service connection had to remain in place until after the conclusion of the race on June 4 along with removal of barriers. Mr. Miller reached out to Detroit General Services Department (GSD) and Mrs. Hayes-Johnson contacted GLWA's Field Services Team Leader Clemon Beverly for assistance. The Water Quality Manager reached out to Water Works Park's laboratory team leader for assistance to plant a sample.

With all hands-on deck, the teams managed to find parts for the temporary connection. Water Quality performed the disinfection and Water Works Park planted the sample for Total Coliform. The Port Authority was happy to receive water with passing sample results and a job well done.

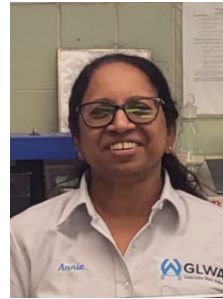
Northeast Water Treatment Plant

Lab Re-Certification

The on-site laboratory inspection by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) at the Northeast Water Treatment Plant was conducted on March 8, 2023. The inspection covered the areas of QA/QC, lab procedures, lab records and the Quality Assurance Plan.

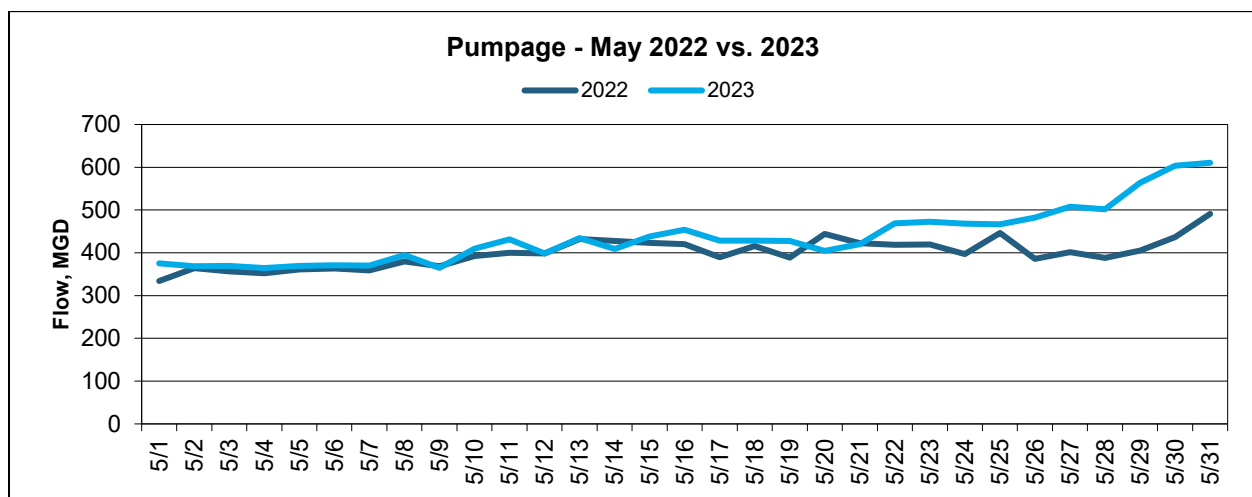
WATER OPERATIONS (continued)

Annie Philip and her team are happy to announce that lab passed the inspection with flying colors. The Northeast lab has been certified for Microbiology: Total Coliform and Heterotrophic Plate Count until April 6, 2026. Congratulations to Annie and her team for their hard work and due diligence. Job well done!



Systems Control Center (SCC)

May 2023 pumpage was 9.2 percent higher than 2022



Engineering

Contract No. 2004549 – Lake Huron Water Treatment Plant Flocculator Improvements

Design

- Piloting through March 2024
- Preliminary Design continues through October 2024
- Final Design by June 2025

Construction

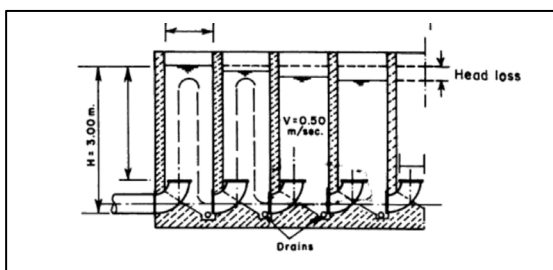
- Construction awarded early 2026
- First Phase Construction (Conduit Cleaning and Splitting) through early 2027
- Second Phase Construction (Baffle and Separation Walls through north basin) through early 2028
- Third Phase Construction (Baffle and Separation Walls through south basin) through early 2029

WATER OPERATIONS (continued)

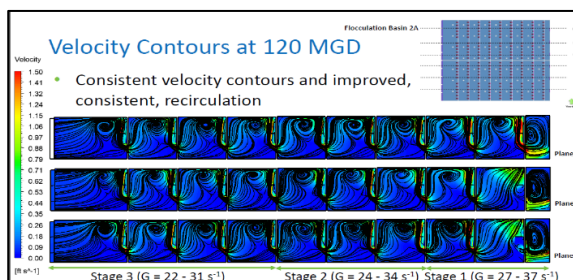
GLWA is improving the pretreatment at the Lake Huron Water Treatment Plant (LHWTP), beginning with the Engineering Services Contract No. 2004549. In this contract, we will be improving the station's mixers, raw water conduit and basin design, and flocculation systems considerably. The station's mixers provide mixing that was sufficient by the standards thirty years ago. Requirements have moved on and these mixers are at end of life. To meet current requirements, these mixers will be upsized from 40 HP to approximately 150 HP with improved chemical feed points. During each spring, the plant has noted a spike in settled water turbidity as they take basins out of service. This contract will mitigate this by designing baffling in the flocculator and settling basins, splitting them in half. The basin cleaning will be done in quarters, decreasing the amount that the flow changes during the isolation. This is a secondary benefit for the basin splitting.

The primary benefit is it will allow GLWA to implement hydraulic flocculation at the station, if proven by pilot testing. Hydraulic flocculation replaces the horizontal, vertical, or walking beam flocculators familiar at other water treatment plants with the churning created by a circuitous flow path. It provides predictable mixing as long as the flow through the basin is in the correct range. It will be necessary to rotate active flocculation through the basins to keep the flow in the appropriate range. This will greatly decrease the maintenance associated with this process, decrease maldistribution within the basins, and greatly decrease the overall cost of construction.

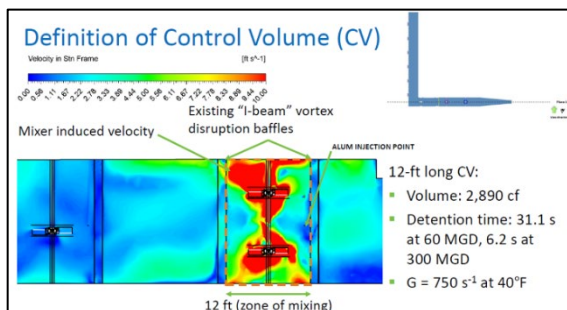
In order to approve this method of flocculation, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) has required that the process be piloted. Luckily, GLWA has recently completed construction of a pilot plant at LHWTP and will leverage this new asset to prove that the process is viable. The piloting will begin in June to catch the high demand period and is expected to continue nine months.



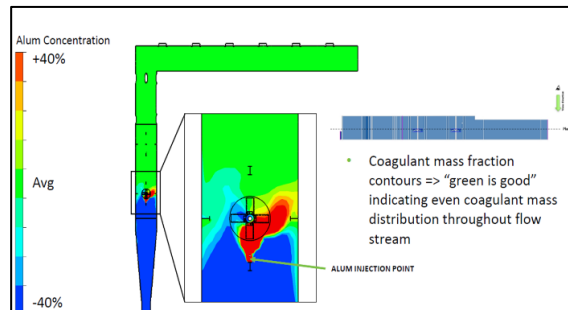
Hydraulic Flocculation subset – The Alabama Flocculator



Alabama Flocculators normalize flow



Improved Mixing



CFD Alum Mass Fraction Contours

WATER OPERATIONS (continued)

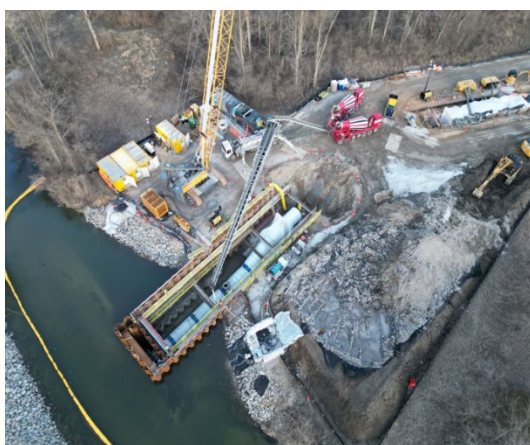
Contract – 96-Inch Transmission Main Relocation: Avon Road Infrastructure Improvements

Notice to Proceed (NTP) for the construction manager at risk (CMAR) contract was issued on February 28, 2022. Kiewit Infrastructure Company (Kiewit) performed a pre-construction phase for phase I of the project. After this was complete, Kiewit went out to bid for the first guaranteed maximum price (GMP) for the early works package. GMP No. 1 was executed on August 25, 2022. Kiewit started the construction for Phase I on October 17, 2022, and has installed approximately 2,000 Linear Feet (LF) of the total 2,200 LF of 96-inch water transmission main included in Phase I which also included installation of a 2-stage temporary cofferdam within the Clinton River. Stage one included installation of the cofferdam within the south side of the Clinton River and stage two involved the transition of the cofferdam to the north side prior to the seasonal fish spawning restrictions.

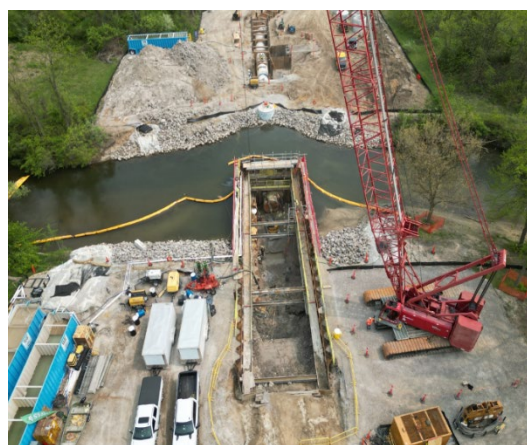
GLWA did not accept the CMAR's GMP #2 cost and selected to re-bid Phase II as a hard bid construction contract. GLWA received bids on May 8, 2023, for Phase II of the project and resulted in approximately \$70 million dollars of savings to our CIP. Phase II is installation of 8,000 LF of 96-inch water transmission main on Dequindre Road. This contract is scheduled for recommendation of Board approval at the June board meeting. This will meet the EGLE Drinking Water State Revolving Funds (DWSRF) loan schedule for Q3.5. If approved, Phase II will start in September/October 2023 with construction starting in January 2024.

Water Engineering is evaluating the different options for the final phase (Phase III) for this CIP project and delivery method. Currently, there is an Engineering Study of the Feasibility and Risk Assessment of installing a line stop on the existing 96-inch water transmission main. Once this study is complete, Water Engineering will be able to finalize how the new 96-inch water transmission main will tie-in to the existing system.

GLWA and Jacobs continue to hold in-person Stakeholder Advisory Committee Meetings in Shelby Township. The last meeting was held on Thursday, May 18, 2023.



Cofferdam on south side of Clinton River



Cofferdam on north side of Clinton River

WATER OPERATIONS (continued)



Avon Road restoration activities after water transmission main installation



96-inch WTM installation on Dequindre Rd. north of 23-mile intersection



In-Person Stakeholders Advisory Committee Meeting

Energy, Research, Innovation, and Transformation

Research

WEF Residuals and Biosolids Conference

GLWA team members Dr. Xavi F. Almansa and Dr. John Norton were co-authors on three biosolids papers at the Water Environment Federation (WEF) Residuals and Biosolids Conference held in Charlotte, North Carolina. These papers represent some of the breadth of research efforts GLWA is engaged in to help guide GLWA's future planning, engineering, and operation of its biosolids treatment systems.

WATER OPERATIONS (continued)

The papers were as follows:

1. ***A Surveillance Study: Pharmaceutical and Personal Care Products (PPCPs) in Biosolids.*** This paper presents the initial results from the US EPA/GLWA-funded project to assess pollutants in biosolids. The focus of this presentation was on variability of measuring PFAS within the solid phase. The outcomes from this research project will be used to inform US EPA regulatory guidelines regarding biosolids disposal, in particular, the forthcoming regulatory guidelines expected in 2024.
2. ***IntensiCarb™- A Novel Vacuum Evaporative Process for the Intensification of Anaerobic Digestion.*** This paper describes a research effort to enhance anaerobic digestion and thereby decrease digester volume to reduce costs and footprint. The outcomes from this research effort will be used to inform the design of new anaerobic digesters.
3. ***Pyrolysis, Gasification, and Incineration – How They Compare.*** This paper reviews the utility implementation of commercially available thermal treatment technologies. This research effort was done in collaboration with Chicago Metropolitan Water Reclamation District (MWRD) and Brown and Caldwell. The results of this assessment effort will be useful in evaluating thermal treatment technologies for biosolids disposal.

Dr. Almansa was in person to present the paper on “***GLWA’s 110 ton/day HTL Feasibility Study,***” a Department of Energy-funded project led by Dr. Almansa. Dr. Almansa was then part of a roundtable of technical leaders who discussed hydrothermal liquefaction (HTL) treatment needs, requirements, and considerations. The outcome of this research effort will be improved knowledge of the requirements and constraints of energy recovery from biosolids.

INFORMATION TECHNOLOGY

In the past month, the IT Security Team has proactively blocked or thwarted 56,811 spam messages, 28,278 spoofed messages and 9 viruses. Additionally, 5,393 phishing attempts have been caught and 4,311 malware attempts have been blocked.

The IT Business Productivity Team has partnered with the Financial Services area and Organizational Development to identify and archive applicable GLWA records from the Ceridian HCM system for 2016 through 2019. This labor-intensive effort enables GLWA’s records retention compliance and positions the team for a less intensive effort in early 2024 when Ceridian is retired.

The IT Infrastructure Team, along with the IT application teams, has successfully demonstrated a disaster recovery test of both BS&A and WAM applications to the Amazon Web Services (AWS) cloud. With the completion of the disaster recovery test, GLWA is now assured it can failover its business-critical applications to the AWS cloud and continue to provide business critical application access to all end users with limited interruption of services.

INFORMATION TECHNOLOGY (continued)

The IT Enterprise Asset Management Systems Team along with our consultant partner, NEXGEN, continue to work on the second phase of the Enterprise Asset Management (EAM) implementation: System Configuration. The EAM Cross-Functional Team at GLWA continues to diligently focus on the development of the preventive maintenance (PM) and predictive (PdM) maintenance programs along with corresponding checklists and work order main tasks. Condition assessment and the first batch of inspection forms have been migrated to NEXGEN. User Group permissions and notifications have begun. System Configuration is expected to wrap up by the end of July and the implementation team will move on to the testing phase of the project.



In addition to configuration, the NEXGEN team has been busy working on system integration development, including the integrations with Workday. In-depth planning for testing and training phases of implementation and roll-out are also underway. As we approach the mid-point of the implementation, we are reminded of GLWA's goals for our new EAM system, NEXGEN, that spur us on to accomplish this critical work (refer to graphic shown above).

Currently, the IT Project Management Office (PMO) is managing 16 active projects and is processing three project requests.

PUBLIC AFFAIRS

Wayne/Westland/Romulus Boil Water Advisory Communications

Public Affairs assisted GLWA in continuing its commitment to transparency by issuing a series of public communications in conjunction with a Boil Water Advisory that was issued affecting the City of Wayne and parts of Romulus and Westland. The cadence of the communications (news releases, social media posts and website updates) was distributed in a timely manner as new information became available. Information included what happened and what member partner communities needed to do to ensure their safety. Communications ended when the Boil Water Advisory lifted after testing confirmed that the water was safe to consume and cook with and met all Safe Drinking Water Act regulations.

PUBLIC AFFAIRS (continued)

Highland Park Press Releases

A second example of GLWA's commitment to transparency revolved around issuing updated information related to the on-going litigation between GLWA and the City of Highland Park. In May, there were two communications issued, the first announcing that GLWA and the city of Highland Park reached an interim agreement related to temporarily suspending the 2014 and 2020 collections cases, and the second confirming that GLWA had received payment from the city of Highland Park in the amount of \$1 million, as stipulated in the interim agreement reached related to the collection cases against Highland Park, including the \$24 million judgment owed to GLWA by Highland Park for unpaid water and wastewater services in the 2014 case. GLWA will continue to update member partners and the public on new developments as they occur.

One Water News Drop -The Evolution of WRAP

Public Affairs has produced a new One Water News Drop video focused on changes to GLWA's Water Residential Assistance Program, or WRAP. The assistance provided is now income-based and allows for more households to benefit from the program. Households with senior citizens and people with permanent disabilities can receive continuing assistance. WRAP also offers assistance with past due balances or arrears and water conservation support, including minor plumbing repairs. You can watch the video by clicking [HERE](#).



NACWA 2023 Strategic Communications

Public Affairs Specialists Stefanie Burns and Jason Matthews attended the National Association of Clean Water Agencies (NACWA) 2023 Strategic Communications: H2O Workshop in Santa Fe, New Mexico. During the event, expert speakers and leading utility communications professionals shared their thoughts on a wide variety of strategies that utilities can use to be even better communicators and more effectively connect with their local communities.

SECURITY AND INTEGRITY

The Hazmat Unit coordinated and completed a total of 232 hours of training during the month.

Security and Integrity attended the Downtown Detroit Partnership meeting. The group conducted training tours at the Northeast Water Treatment Plant with the Detroit Fire Department and conducted an assessment of the Belle Isle Intake with the Department of Homeland Security.

Lastly, the group met with Water Operations regarding an assessment to be conducted with the 120-inch watermain.

ORGANIZATIONAL DEVELOPMENT

Performance Team

Performance Reviews

The 2022-2023 Final Performance Review for Union and Non-Union Team Members was launched on April 26, 2023, and due on May 24, 2023. Over 870 final reviews were completed during this period.

Apprenticeships

In May 2022, we partnered with Apprenti, an intermediary, to hire Hajra Noor as an IT apprentice for a one-year apprenticeship. Ms. Noor has successfully completed the apprenticeship and has accepted an offer of employment with GLWA as an Application Analyst.

Over the last few months, GLWA has hired several Instrumentation (EICT-I) and Water Technician Apprentices. To help remove employment barriers, our team worked with Focus: HOPE, Oakland County Michigan Works!, and DESC/Detroit At Work to provide wrap-around services. Focus: HOPE also offered tutoring services to assist apprentices with their math classes. **MEATA Conference:** Adino “Dee” May, Management Professional, was the keynote speaker at the 2023 Spring Michigan Education and Apprenticeship Training Association (MEATA) Conference at the Black Lake Conference Center in Onaway, Michigan. Mrs. May discussed GLWA’s apprenticeship success and answered participants’ questions. During the conference, Temesha Holley, a GLWA water technician apprentice, was awarded the “2022” Pre-Apprentice award. Ms. Holley was recognized for her leadership role in providing First Aid to a team member during an emergency while at a training camp in Spring 2022. Mrs. May accepted the award on behalf of Ms. Holley.

ORGANIZATIONAL DEVELOPMENT (continued)

Benefits and Wellness

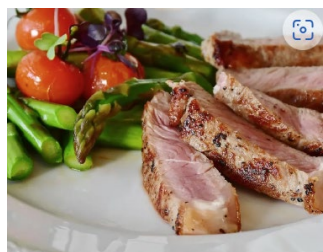
Blue Cross Blue Shield (BCBS) Wellness Wednesday Meditations

GLWA team members had the benefit of BCBS meditations that embraced healing during the month of May. Topics included:

- Finding the Power Within You
- Making Space to Heal
- Morning Sunrise Mantra
- Conscious Responding
- Less is More



Blue Cross Blue Shield Drop 5 Virtual Weight-Loss Community



The Blue Cross Blue Shield Drop 5 Virtual Weight-Loss Community showed GLWA team members self-care topics for May that included:

- Birding and the Brain
- Dr. Himabindu Chandraskhar Discusses Pelvic Floor Health for Men and Women
- The Diabetes Plate Method Explained by a Registered Dietician
- Eric Hipple Speaks on Moving from Conditional to Unconditional Self-Acceptance

BCBS Presentation – The Importance of Sleep

GLWA team members were able to attend a presentation from James Steinhebel, the Well-Being Coordinator from Blue Cross Blue Shield of Michigan, where they could gain a better understanding towards the conditions that influence or hinder the amount of sleep, we can obtain each night. The presentation included points of good habits to influence sleep as well as activities capable of comforting you into a natural sleep.



Dependent Audit



Great Lakes Water Authority strives to provide competitive, cost-effective benefits for our team members. To remain compliant with our health care plan rules, and to help manage health care costs, Great Lakes Water Authority has begun to conduct a dependent eligibility verification (DEV) program. GLWA has retained a third-party administrator, Verifi1, to manage our dependent eligibility verification program. Team members will be required to submit documentation to verify dependent eligibility. The audit is expected to end August 2023 and any dependents identified as ineligible will be provided information and guidance to secure optional healthcare through the individual marketplace.

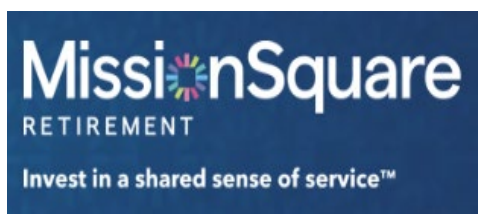
ORGANIZATIONAL DEVELOPMENT (continued)



GLWA Support for Working Mothers

GLWA has a new women's initiative: Support for Working Mothers. The Employee Resource Group (ERG) held its first virtual event on May 11 with over 30 participants. Speakers were represented throughout GLWA from Lake Huron, Finance, and OD. The group will continue to meet with quarterly presentations featuring a variety of topics.

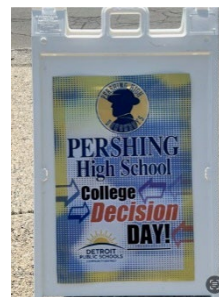
MissionSquare Education Sessions



GLWA team members were able to meet with MissionSquare retirement plan specialists at Central Services Facility for virtual and in-person education sessions. They were also able to review their retirement goals and portfolio performance during one-on-one consultations.

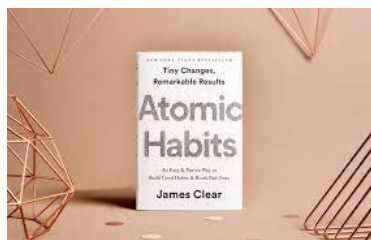
Pershing High School College Decision Day

As a high school senior approaches graduation, one of the most important decisions they will make is identifying an appropriate post-secondary option. While many will go to college, others will opt for an apprenticeship program. Black Greek Organizations attended Detroit's Pershing High School's College Decision Day. Great Lakes Water Authority collaborated with Pershing High School to build community, while planning for upcoming life after high school.



Cynthia Offutt, a Professional Administrative Analyst in Organizational Development, and a member of Alpha Kappa Alpha Sorority Incorporated, built community by providing career exploration as she met with 50 high school students to discuss our apprenticeship program, as a prospective career option after high school.

Ulliance Deep Dives Book Club

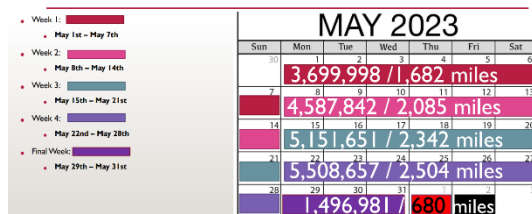


GLWA team members took part in a book club hosted by Ulliance on the book entitled, *Atomic Habits* by author, James Clear. The discussion allowed team members to interact with others in small groups to discuss a few questions that our hosts, Leslie Fiorenzo and Amber Cunnings, asked to engage members with one another regarding key points that were discussed within the novel.

ORGANIZATIONAL DEVELOPMENT (continued)

31-Days of Health Walking Challenge

GLWA team members engaged in a walking challenge that spanned over the entire month of May, where 17 teams competed against one another for the most counted steps in exchanged of prizes including four weekly gift baskets themed around BBQ, the Cinema, a Spa Day, and Beach Day, that ultimately led towards a grand prize of tickets to Tigers Stadium with a collaboration with Blue Cross Blue Shield. The graphic attached displays the total number of steps each week that were tracked and the distance in miles according to the steps taken.



Internship

GLWA's Summer Internship Program launched in May. On May 26, the Performance Team hosted its first Internship "Meet and Greet" with the first round of eight interns. The eight interns will be working in:

- Security
- Finance
- Affordability Assistance
- Energy, Research, and Innovation
- Water: Chemistry

An additional eight interns have accepted an offer of internship and are scheduled to start in June or July.

Outreach

As part of GLWA's overall strategy to recruit apprentices and interns, the team reached students and job seekers at the following events:

- Oakland Community College Pre-Apprentice Interview Event
- The University of Michigan Borchardt Conference Event
- Plymouth Canton Educational Park Employment Job Fair

Training

During the month of May, **523** GLWA team members completed **36** safety courses and **29** non-safety courses for a total of **304.5** instructor-led training hours. Also, **10** GLWA team members and **two** Member Partners completed **13** 360Water online courses.

ORGANIZATIONAL DEVELOPMENT (continued)

Staffing

The table below provides a breakdown of GLWA Team Members since the last CEO report:

Number of New Hires	28
Number of Separations	8
Total Staffing - Regular FTEs (YTD)	1014

FINANCIAL SERVICES AREA

May 2023 Audit Committee Recap

The most recent regular monthly Audit Committee meeting was held on Friday, May 26, 2023. The GLWA Audit Committee binders are publicly available at www.glwater.org/financials/. The meeting included the following topics.

- ✓ Introduction of two series ordinances authorizing the issuance of two Detroit Water and Sewerage Department (DWSD) Water State Revolving Fund loans to support local system water main replacement projects.
- ✓ A recommendation that the Board authorize the GLWA CEO to approve the re-appointment of PFM Financial Advisors LLC as municipal advisors for GLWA (proposed GLWA Contract 2204949)
- ✓ A recommendation that the Board authorize the GLWA CEO to approve a one-year contract extension with The Foster Group for Annual Financial Management Consulting (GLWA Contract CS-195)
- ✓ Review of the February 2023 Monthly Financial Report (Executive Summary attached).
- ✓ Monthly updates on the Business Inclusion and Diversity (B.I.D.) program, Charges Outreach and Modeling team efforts, and Affordability & Assistance team initiatives.
- ✓ Review of the Quarterly Investment report through March 31, 2023.
- ✓ A CFO update recognizing the milestone met by the Workday team regarding initial testing and publication of the FY 2024 & 2025 Biennial Budget and Five-Year Financial Plan now available on the [GLWA website](http://www.glwater.org/).
- ✓ Circulation of the latest Procurement Pipeline edition for May 2023.

FINANCIAL SERVICES AREA (continued)

American Water Works Association (AWWA) – Annual Conference & Exposition (ACE)

GLWA Chief Financial Officer/Treasurer Nicolette Bateson, participated on a panel at the recent 2023 AWWA-ACE event in Toronto, Canada and presented as part of a panel on the topic of “*Preparing the Great Lakes St. Lawrence Region for Water Risk Disclosures*”. This session focused on preparing clear descriptions for use of bond proceeds (especially for green bonds, climate bonds, and other certified issues) and other statements that were not traditionally required but are increasingly prevalent as capital markets are conditioning municipal financing on climate risk disclosure.

Affordability & Assistance Update

June was a month of growth for the Affordability & Assistance Team as two new team members were welcomed on board! Haran Stanley, Management Professional, will work closely with Member Partners and WRAP Service Delivery Partners to strengthen our Affordability & Assistance outreach efforts. Nathan Schechter, summer intern and student at Haverford College, will be focused on data collection and analysis.



Affordability & Assistance Manager, Madison Merzlyakov was able to highlight the WRAP Income Based Plan at a recent webinar hosted by the Southeast Michigan Council of Governments (SEMCOG). The One Water webinar was held in celebration of Great Lakes and Fresh Water Week.

Members of the team will be attending the Michigan Environmental Justice Conference hosted by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) in Detroit at the end of this month. The goal of the conference is to “convene conversations, explore actions, present research and continue progress toward achieving environmental justice in Michigan”. GLWA is eager to be a part of these conversations and engage with other organizations and stakeholders throughout the region.



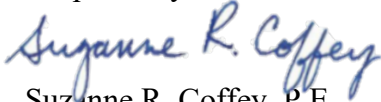
FINANCIAL SERVICES AREA (continued)

Procurement Pipeline

Attached is the May Procurement Pipeline. This month's edition includes the Procurement Tip of the Month, "Utilizing GLWA's Capital Improvement Plan (CIP)," which is now posted on the CIP page of the GLWA website. The issue also includes a reminder to keep your Bonfire vendor profile up to date, who to contact for virtual vendor introduction meetings, and a list of upcoming solicitations.

The Office of General Counsel's June Report is an attachment to the Chief Executive Officer's Report

Respectfully submitted,



Suzanne R. Coffey, P.E.
Chief Executive Officer

SRC/dlr

Attachments

- February 2023 Executive Summary
- May 2023 Procurement Pipeline
- Office of General Counsel Report
 - *Stipulated Order Staying Proceedings*
 - *Omnibus Order*
 - *Order Reinstating Judgment*



Key Financial Metrics

The table below provides key report highlights and flags the financial risk of a budget shortfall by year-end as follows: No Risk (green) - Potential (yellow) - Likely (red)

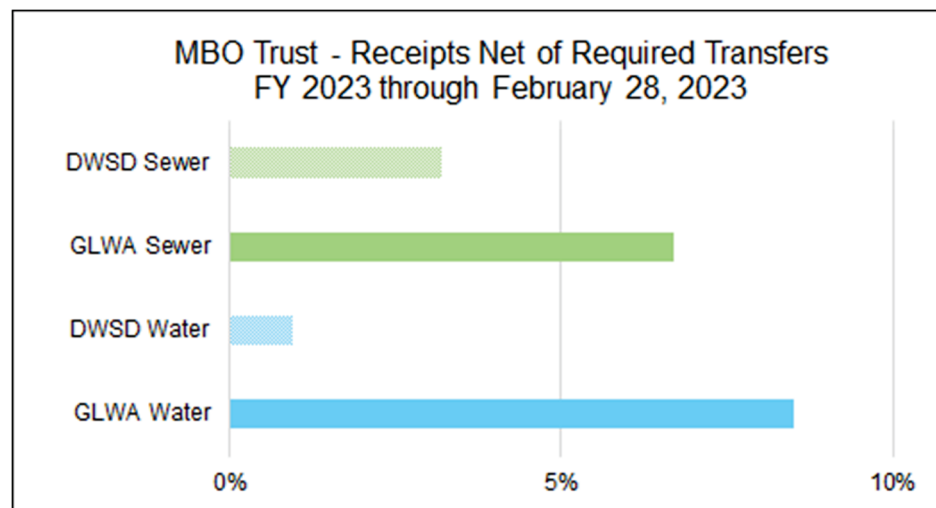
Each variance is monitored by the Great Lakes Water Authority (GLWA) management and, where appropriate, operating and/or budget priorities are re-evaluated. Budget amendments are prepared and presented quarterly based on most current information. This report reflects second quarter budget amendments approved by the GLWA Board of Directors on April 26, 2023.

For the current period, investment income, water capital spend, and sewer capital spend all reflect variances to budget outside the normal range. Investment income earned continues to increase monthly and is anticipated to achieve budget expectations by yearend. GLWA staff will continue to monitor capital spend to determine if additional budget amendments will be necessary.

Metric	As of February 28, 2023			Variance from Financial Plan	Report Page Reference
	FY 2023 Budget	FY 2023 Amended Budget	FY 2023 Actual		
Wholesale Water Billed Revenue (\$M)	\$226.6	\$226.6	\$228.2	1%	47
Wholesale Water Billed Usage (mcf)	9,084,000	9,084,000	9,193,000	1%	
Wholesale Sewer Billed Revenue (\$M)	\$183.1	\$183.1	\$183.1	0%	49
Wholesale Water Operations & Maintenance (\$M)	\$96.6	\$99.4	\$100.5	1%	5
Wholesale Sewer Operations & Maintenance (\$M)	\$122.7	\$135.5	\$129.9	-4%	
Investment Income (\$M)	\$1.5	\$21.7	\$18.3	-16%	36
Water Prorated Capital Spend w/SRA* (\$M)	\$103.7	\$150.5	\$136.0	-10%	28
Sewer Prorated Capital Spend w/SRA* (\$M)	\$84.0	\$93.0	\$60.0	-35%	29

*SRA refers to the capital spending ratio assumption which allows capital program delivery realities to align with the financial plan.

Master Bond Ordinance (MBO) Trust Net Receipts (page 52)



Net cash flow receipts remain positive for GLWA Water and Sewer. This means that all legal commitments of the MBO Trust and the lease payment are fully funded – and that positive cash flow is available for additional capital

program funding in subsequent year(s). DWSD Water reports a surplus of \$741 thousand and DWSD Sewer reports a surplus of \$6.3 million of net receipts over disbursements through February 2023.

Budget to Actual Analysis (page 3)

- FY 2023 information includes the second quarter budget amendments which were approved by the GLWA Board of Directors on April 26, 2023.
- The total Revenue Requirements are on target through February 2023.
- The total overall Operations & Maintenance expenses are at 65.4% of budget through February 2023 which is slightly below the pro-rata benchmark of 66.7%. This positive variance equates to a dollar amount of \$4.4 million.

Basic Financial Statements (page 9)

- The Basic Financial Statements are prepared on a full accrual basis and reflect preliminary, unaudited results.
- Operating income for February 2023 is \$55.5 million for the Water fund (22.8% of total revenues) and \$77.8 million for the Sewer fund (24.3 % of total revenues).
- Water Net Position increased by \$ 12.5 million, and Sewage Disposal Net Position increased by \$ 23.0 million for the year to date through February 2023.

Capital Improvement Plan Financial Summary (page 27)

- The Water system is below the amended 116.2% Capital Spend Ratio assumption.
- The Sewer system is also below the amended 110.7% Capital Spend Ratio assumption.

Master Bond Ordinance Transfers (page 30)

- For February, transfers of \$13.7 million and \$19.0 million were completed for the GLWA Water and Sewer funds, respectively.
- Also, for February, transfers of \$6.0 million and \$6.0 million were completed for the DWSD Water and Sewer funds, respectively.

Cash Balances & Investment Income (page 36)

- Total cash & investments are \$581 million for Water and \$640 million in the Sewer fund.
- Total, combined, cumulative, FY 2023 investment income through February is \$18.3 million.

DWSD Retail Revenues, Receivables & Collections (page 40)

- Water usage through February 28, 2023 is 109.81% and revenues are 106.33% of budget.
- Sewer usage through February 28, 2023 is 104.17% and revenues are 100.92% of budget.
- Combined accounts receivable balances for the water and sewer funds report an increase of \$45.4 million over the prior year.
- Past dues over 180 days make up of 68.7% the total accounts receivable balance. The current bad debt allowance covers 96.7% of past dues over 60 days.

GLWA Wholesale Billing, Receivables & Collections (page 46)

- GLWA accounts receivable past due balance net of Highland Park is 2.04% of the total accounts receivable balance, with the majority of that balance related to one water account dispute currently under discussion.
- The Highland Park past due balance is \$54.4 million. It includes \$40.8 million for wastewater treatment services, \$1.9 million for industrial waste control services, and \$11.8 million for water supply services. Highland Park made a catch-up payment of \$1.7 million on June 3, 2022 and has continued to make additional, monthly payments since that time totaling \$3.5 million as of February 28, 2023.

Questions? Contact the Office of the Chief Financial Officer at CFO@glwater.org.

Welcome to the May edition of *The Procurement Pipeline*, a monthly newsletter designed to provide updates on doing business with the Great Lakes Water Authority (GLWA).

Procurement Tip of the Month: Utilizing GLWA's Capital Improvement Plan (CIP)

GLWA's Capital Improvement Plan (CIP) is a five-year planning document which identifies projects that support the continuation of major capital asset investments in GLWA's regional water and wastewater systems. Updated annually to reflect changing system needs, priorities, and funding opportunities, GLWA's Board Approved [Capital Improvement Plan for 2024-2028](#) is now available on the [CIP page of GLWA's Website](#).

Vendors reviewing GLWA's CIP documents may expect to find the following.

- ✓ Full listing of CIP projects for water, wastewater, and centralized services;
- ✓ One-page summaries including details on each project's purpose, status (whether in procurement, execution, or future planned), phases, scope of work, cost estimations, and potential challenges; and
- ✓ Six additional informational appendices providing greater detail about projects, system background information, scoring evaluations, and [How to Navigate the CIP](#).

Vendors may also reference the [Capital Improvement Viewer](#), which plots active CIP projects on an interactive map of GLWA's service territory area. Projects are color-coded by category and users of this mapping tool can click on each project to view additional information.

Vendors who regularly utilize the "Upcoming Solicitation" portion of the monthly *Procurement Pipeline* newsletter to prepare for future solicitations submissions will see, where applicable, CIP numbers listed next to certain projects. Vendors interested to know more about these upcoming projects may look up those CIP numbers in GLWA's CIP documents to review

further details on projects they may be interested to pursue.

Reminder: Maintaining Up-to-Date Contact Information in Your Bonfire Vendor Profile

Maintaining up-to-date contact information in your Bonfire Vendor Profile is the key to staying informed about GLWA. This is because GLWA uses our Bonfire Vendor database to distribute important communications to the Vendor Community. Vendors should consider using a distribution-style email address to ensure multiple individuals from your organization receive these communications should one or more be unavailable at the time of sending. Any questions about your Bonfire Vendor profile may be directed to [Michael Lasley](#) and [Megan Savage](#).

Virtual Vendor Introduction Meetings

If you are interested in learning more about doing business with GLWA, contact us at GLWAVendorOutreach@glwater.org to schedule a virtual vendor introduction meeting. Topics include information on submitting a competitive bid or proposal to any GLWA solicitation.

Keeping up with GLWA

Our Chief Executive Officer (CEO) Monthly Report provides a wealth of information and news about important initiatives within GLWA's service territory that impact GLWA, its member partners, and the public. To read the April 2023 Monthly Report, please [click here](#).

What's Coming Down the Pipe?

Current Solicitations: Register in GLWA's [Bonfire Procurement Portal](#) for new solicitations and contract award information.

Upcoming Procurements: Next Three to Nine Months—See newsletter page 2.

Visit GLWA online!

To see the GLWA Vendor homepage, please visit www.glwater.org or contact us via email at procurement@glwater.org.

Upcoming Solicitations May 2023

Category	CIP #	Description/Project Title	Budget Estimate
Water System (next four to nine months)			
N/A			
Wastewater Systems (next four to nine months)			
Construction	211005.2	WRRF Pump Station 2 VFD Replacements	\$12,000,000
Construction	232002	Freud & Connor Creek Pump Station Improvements	\$75,000,000
Construction	211007	Pump Station No.2 Bar Racks Replacement and Grit Collection System Improvements	\$96,000,000
Water System (next three months)			
Construction	170802	Reservoir Rehabilitation Construction Services Phase II at Waterworks Park, Northeast, and Booster Stations.	\$35,972,000
Wastewater (next three months)			
Construction	260209	Emergency and Urgent Sewer Repair II	\$12,400,000
Design-Bid-Build	261001	WRRF Rehabilitation of Secondary Clarifiers	\$6,000,000
Projects moved to Procurement Team (Preparing for solicitation on Bonfire)			
Professional Services	O&M	CSO Facility Accusonic Meter Maintenance	\$3,000,000
Professional Services	O&M	Grounds Maintenance Services	\$4,600,000
Professional Services	O&M	Motor Repair Contract	\$1,800,000
Professional Services	O&M	Instrumentation and Controls Contract	\$3,011,840
Professional Services	O&M	Overhead Door Preventative Maintenance and Repairs	\$892,000
Construction	260802	WRRF Roofing Improvements	\$4,300,000
Professional Services	O&M	Snow Removal and De-icing Services	\$2,158,106
Construction	170802	Reservoir Rehabilitation Construction Services Phase II at Waterworks Park, Northeast, and Booster Stations	\$35,972,000
Construction	211005.3	WRRF Pump Station 2 Mag Meter Replacements (JOC)	\$1,000,000

Vendors should continue to monitor [Bonfire](#) for solicitation updates.

Acronyms		
WRRF: Water Resource Recovery Facility	CSO: Combined Sewer Overflow	WTP: Water Treatment Plant



Office of the General Counsel

735 Randolph Street, Suite 1900
Detroit, Michigan 48226

Office of the General Counsel – June 26, 2023

- ***Legislative Updates:*** The Office is also monitoring infrastructure spending bills at the federal and state level.
- ***Gordie Howe International Bridge:*** GLWA filed a notice of claim with the Court of Claims related to its relocation claim.
- ***June and July Rain Events:*** The Office is providing legal support in response to the significant rain events in June and July. Recently, the trial court dismissed most of the lawsuits against GLWA based on governmental immunity. The Plaintiffs are appealing the decision.
- ***Trenton Water Main:*** The Office is negotiating the transfer of the 24-inch water main to GLWA.
- ***Contract Negotiations:*** Office staff completed the Designated Management Agreement with SEMCOG. The Office is negotiating 30-year wastewater disposal services contracts with sewer member partners that do not have a model contract.
- ***Environmental and Workplace Safety Compliance:*** The Office continues to work with the COO and team leaders from both the water and sewer systems to comply with regulations and to respond to any alleged violations.
- ***Record Retention Policy:*** The Office submitted GLWA's record retention policy to the State.
- ***Industrial Pretreatment Program ("IPP"):*** The Office also continues to provide assistance on PFAS and PFOS matters, including comments on the new drinking water regulations.
- ***Real Estate:*** The Office is working to secure easements and acquire properties related to various water and sewer projects. Each real estate transaction will be presented to the Board for approval when they are fully negotiated.
- ***Member Outreach:*** The Office continues to be an active participant in Member Outreach sessions.
- ***Main Relocations:*** The Office continues to support water operations in its discussions with community stakeholders regarding water main relocations.
- ***Civil Litigation and Arbitrations:*** The Office continues to vigorously defend actions against GLWA, including a class action lawsuit regarding IWC charges. The collection actions

against Highland Park are on stay until October 1, 2023, pursuant to the Interim Agreement between the parties. A pro se lawsuit was filed against GLWA in the past month.

- ***Labor Relations:*** The Office continues to provide legal advice to Organizational Development on labor relations and employment matters.
- ***Procurement:*** The Office continues to assist GLWA's Procurement Team negotiate contracts, change orders and amendments and interpret contractual provisions. The Office is also assisting with the Procurement Policy's Procedures and updating GLWA's template contracts. The Office is part of a cross-functional team working to complete significant revisions to the GLWA construction contract, including consideration of using an entirely new contract format.

Statistics:

Contracts approved as to form:	61
Contracts drafted or revised:	163
Subpoenas/Information requests received:	8
Subpoenas/Information responded to:	6

STATE OF MICHIGAN
CIRCUIT COURT FOR THE COUNTY OF WAYNE

GREAT LAKES WATER AUTHORITY,

Plaintiff,

v.

CITY OF HIGHLAND PARK,

Defendant.

Case No. 20-011589-CB

Hon. Annette J. Berry

DYKEMA GOSSETT PLLC
John F. Rhoades (P75575)
Matthew R. Cassar (P83663)
Counsel for Plaintiff
400 Renaissance Center
Detroit, MI 48243
(313) 568-6628
jrhoades@dykema.com
mcassar@dykema.com

GRIGSBY & ASSOCIATES, INC
Calvin B. Grigsby (Cal Bar 53655)
Pro Hac Vice Counsel for Defendant
2406 Saddleback Drive
Danville CA 94506
(415) 860-6446
cgrigsby@grigsbyinc.com

MORGANROTH & MORGANROTH, PLLC
Jeffrey M. Thomson (P72202)
Counsel for Defendant
344 North Old Woodward, Suite 200
Birmingham, MI 48009
(248) 864-4000
jthomson@morganrothlaw.com

JACOBS AND DIEMER, P.C.
Timothy A. Diemer (P65084)
"Of Counsel on Appeal" for Defendant
500 Griswold Street, Suite 2825
Detroit, MI 48226
(313) 965-1900
tad@jacobsdiemer.com

STIPULATED ORDER STAYING PROCEEDINGS

At a session of said Court on the 12th
day of June, 2023, in the City of Detroit, Michigan

JUDGE ANNETTE J. BERRY

Present: Wayne County Circuit Court Judge

Defendant City of Highland Park ("Highland Park") and Plaintiff Great Lakes Water Authority ("GLWA" and collectively with Highland Park, the "Parties") have agreed to a stay of proceedings and an adjournment of the trial currently scheduled for July 25, 2023 in this action so that they may continue settlement discussions. This is the Parties' first request for a stay of the

proceedings and the stay is not sought for purposes of delay.

On June 5, 2023, the Parties executed an Interim Agreement, attached hereto as **Exhibit A**, agreeing to a stay of this case and Wayne County Circuit Court Case No. 2014-001974-CK (the “2014 Case”) upon certain conditions, including Highland Park’s approval of payment to GLWA in the amount of \$1,000,000. On June 5, 2023, the State of Michigan (the “State”) filed a Statement of Interested Non-Party in the 2014 Case, noting the State’s “willingness to join the mediation to determine whether it can help the parties reach a resolution of their dispute” but that it “cannot engage meaningfully in those discussions until [its financial advisor and consultant Young Conway Group] has completed its due diligence.”

The Parties having stipulated and agreed, and there being good cause shown, it is **HEREBY ORDERED:**

1. This action is stayed until October 1, 2023, or until otherwise ordered by the Court, so that the Parties may work in good faith toward a comprehensive solution to all issues. Either of the Parties may file a motion to lift the stay at any time.

2. The trial scheduled for July 25, 2023 is adjourned to a date to be set by the Court. All deadlines resulting from the July 25, 2023 trial date, including those set forth in the April 24, 2023 Trial Notice, are vacated.

3. The hearing on the motions scheduled for June 15, 2023, and all deadlines related thereto, including GLWA’s deadline for filing a response to Highland Park’s motion for partial summary disposition filed on May 11, 2023, are adjourned to October 2, 2023 at 10:00 a.m. or such other time as may be set by the Court.

4. The Parties will return for a status conference on October 2, 2023 at 10:00 a.m. or at such other time as directed by the Court.

SO ORDERED:

/s/ Annette J. Berry 6/12/2023

Hon. Annette J. Berry

SO STIPULATED:

Great Lakes Water Authority

City of Highland Park

By: /s/ John F. Rhoades
DYKEMA GOSSETT PLLC
John F. Rhoades (P75575)
Counsel for Plaintiff
400 Renaissance Center
Detroit, MI 48243
(313) 568-6628
jrhoades@dykema.com

By: /s/ Calvin B. Grigsby (with consent)
GRIGSBY & ASSOCIATES, INC
Calvin B. Grigsby (Cal Bar 53655)
Pro Hac Vice Counsel for Defendant
2406 Saddleback Drive
Danville CA 94506
(415) 860-6446
cgrigsby@grigsbyinc.com

EXHIBIT A



Judicial Resource Services PC

Facilitation - Mediation

28800 8 Mile Road, Suite 111
Farmington Hills, MI 48336

T: 248-888-9922
F: 248-888-9955

James J. Rashid
Circuit Judge, Retired

www.JRSADR.com
Dates@JRSADR.com

MEDIATOR PROPOSAL

INTERIM AGREEMENT BETWEEN GLWA AND THE CITY OF HIGHLAND PARK

On April 20, 2023, the Great Lakes Water Authority ("GLWA") and the City of Highland Park ("Highland Park") appeared before the Wayne County Circuit Court, Case No. 2014-001974-CK (the "2014 Case") on GLWA's motion to reinstate the April 30, 2015 Judgment entered in that case in the original amount of \$19,244,838.53, which with accrued interest is now over \$24 million (the "Judgment"). The court instructed the parties to participate in mediation, and GLWA and Highland Park have participated in several mediation sessions since then.

On May 23, 2023, the State requested a period of 90 days, until August 21, 2023, to assist GLWA and Highland Park in resolving the issues between them.

GLWA and Highland Park (collectively, the "Parties") are willing to work in good faith towards an amicable resolution as outlined below:

1. Highland Park agrees to pay and deliver to GLWA \$1,000,000 by June 9, 2023, subject to city council approval at the Highland Park city council meeting on June 5, 2023. This amount will be applied to the Judgment in the 2014 Case or to a settlement if one is reached by October 1, 2023.
2. If Highland Park's city council approves of the \$1,000,000 payment on or before June 5, 2023, the Parties agree to (a) staying the 2014 Case and the lawsuit styled *Great Lakes Water Authority v City of Highland Park*, Case No. 20-011589 (the "2020 Case") until October 1, 2023 and (b) adjourning the 2020 Case trial currently scheduled for July 25, 2023 to begin on or after December 5, 2023 on a date set by the court.
3. If Highland Park does not make the \$1,000,000 payment by June 9, 2023, the stay is immediately lifted. GLWA may enforce the Judgment levy. The Parties agree that the Judgment continues to accrue statutory interest until satisfied.
4. If the Parties have not otherwise reached a final agreement regarding enforcement of the Judgment by October 1, 2023, the stay is immediately lifted. GLWA may enforce the Judgment levy.
5. The Parties understand the State intends to file a position statement with the Court in the 2014 Case stating its support for the stay of proceedings and explaining why the State is involved and intends to participate in the efforts to resolve this matter and reach a resolution. The Parties will work in good faith toward a comprehensive solution to all issues.
6. The Parties agree that the Court, Wayne County Circuit Court Case No. 2014-001974, has jurisdiction to enforce this agreement and that the Parties may file this agreement with the Court.

GREAT LAKES WATER AUTHORITY

BY: Suzanne R. Coffey
SUZANNE R. COFFEY, P.E.
CHIEF EXECUTIVE OFFICER

City of Highland Park

By: _____

Its: _____

EXHIBIT A



Judicial Resource Services PC
Facilitation - Mediation

28800 8 Mile Road, Suite 111
Farmington Hills, MI 48336

T: 248-888-9922
F: 248-888-9955

James J. Rashid
Circuit Judge, Retired

www.JRSADR.com
Dates@JRSADR.com

MEDIATOR PROPOSAL

INTERIM AGREEMENT BETWEEN GLWA AND THE CITY OF HIGHLAND PARK

On April 20, 2023, the Great Lakes Water Authority ("GLWA") and the City of Highland Park ("Highland Park") appeared before the Wayne County Circuit Court, Case No. 2014-001974-CK (the "2014 Case") on GLWA's motion to reinstate the April 30, 2015 Judgment entered in that case in the original amount of \$19,244,838.53, which with accrued interest is now over \$24 million (the "Judgment"). The court instructed the parties to participate in mediation, and GLWA and Highland Park have participated in several mediation sessions since then.

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4. If the Parties have not otherwise reached a final agreement regarding enforcement of the Judgment by October 1, 2023, the stay is immediately lifted. GLWA may enforce the Judgment levy.
5. The Parties understand the State intends to file a position statement with the Court in the 2014 Case stating its support for the stay of proceedings and explaining why the State is involved and intends to participate in the efforts to resolve this matter and reach a resolution. The Parties will work in good faith toward a comprehensive solution to all issues.
6. The Parties agree that the Court, Wayne County Circuit Court Case No. 2014-001974, has jurisdiction to enforce this agreement and that the Parties may file this agreement with the Court.

GREAT LAKES WATER AUTHORITY

BY: _____
SUZANNE R. COFFEY, P.E.
CHIEF EXECUTIVE OFFICER

City of Highland Park

By: [Signature]
Its: Mayor

[Signature]

Its: City Clerk

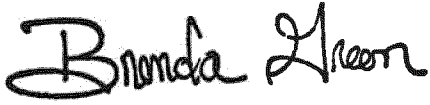
I, Brenda Green, City Clerk of the City of Highland Park, do hereby certify that the annexed is a true copy of:

**RESOLUTION TO APPROVE MEDIATOR RECOMMENDED
INTERIM AGREEMENT BETWEEN GLWA AND THE CITY OF HIGHLAND PARK ATTACHED AS EXHIBIT A, HERETO**

as appears by the files and records in my office, that I have compared the same with the original and it is a true transcript there from and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Highland Park.

This 6TH day of June 2023

A handwritten signature in black ink that reads "Brenda Green". The signature is written in a cursive, flowing style.

Brenda Green City Clerk

**CITY COUNCIL**

ROBERT BLACKWELL MUNICIPAL BUILDING
12050 Woodward Avenue – Highland Park, Michigan 48203

Telephone: 313 252-0050

Jamal K. Thomas, Council President
Sharmaine Robinson, Council President Pro Tem
Temeko Manica, Council Member District 1
Kallela Martin, Council Member District 2
Khursheed Ash-Shafii, Council Member District 3

**RESOLUTION TO APPROVE MEDIATOR RECOMMENDED INTERIM
AGREEMENT BETWEEN GLWA AND THE CITY OF HIGHLAND PARK
ATTACHED AS EXHIBIT A, HERETO**

WHEREAS, after over a month of Mediation, the negotiating team led by City Administrator Cathy Square has reached an interim agreement to stay all GLWA pending litigation and allow the parties to continue to work to resolve outstanding points of legal disagreement. In consideration of the interim agreement, the City of Highland Park agrees to pay GLWA \$1,000,000 for water and sewer bills; and

WHEREAS, the terms of the interim agreement are more precisely set forth in *Exhibit A*.

NOW, THEREFORE, BE IT RESOLVED, that the Highland Park City Council hereby approves the MEDIATOR PROPOSAL-INTERIM AGREEMENT BETWEEN GLWA AND THE CITY OF HIGHLAND PARK attached as Exhibit A and authorizes the City Administrator to take such additional actions called for in the Interim Agreement required to effect the purposes thereof.

Roll Call Vote: Yeas: Councilmembers: Manica & Thomas Ash-Shafii, Martin,
Nays: Robinson

ADOPTED, APPROVED, AND PASSED by the City Council of the City of Highland Park, this 5th day of June 2023.

Vote Certified by the City Clerk


Brenda Green

STATE OF MICHIGAN
CIRCUIT COURT FOR THE COUNTY OF WAYNE

CITY OF DETROIT, a municipal
corporation, THE DETROIT WATER AND
SEWERAGE DEPARTMENT, a
department or branch of the City of Detroit,

Plaintiffs/Counter-Defendants,

v.
CITY OF HIGHLAND PARK, a municipal
corporation,

Defendant/Counter-Plaintiff and
Third-Party Plaintiff,

v.
GREAT LAKES WATER AUTHORITY,
a municipal authority,

Third-Party Defendant.

Case No. 2014-001974-CK

Hon. Edward J. Joseph

ORDER

On August 18, 2022, the Michigan Court of Appeals remanded this case for “reinstatement—and enforcement—of the April 30, 2015 judgment in favor of Detroit, entered on the trial court’s July 31, 2014 opinion and order.” *City of Detroit v City of Highland Park*, unpublished per curiam decision of the Court of Appeals, issued August 18, 2022 (Docket No. 357040).

On April 4, 2023, the Michigan Supreme Court denied Highland Park’s application for leave to appeal the August 18, 2022 judgment of the Court of Appeals. *City of Detroit v City of Highland Park*, unpublished order of the Michigan Supreme Court, entered April 4, 2023 (Docket No. 164991)

On April 20, 2023, this post-judgment matter came before the Court on remand for hearing on (1) Great Lakes Water Authority’s Motion for Reinstatement of Judgment with Interest and for Certified Transcript of Judgment (“Motion for Reinstatement”) and (2) the City of Highland Park’s Renewed Motion to Stay (“Renewed Motion to Stay”).

On April 21, 2023, GLWA filed a Proposed Order and a Proposed Reinstated Judgment. On April 28, 2023, Highland Park filed objections to the Proposed Order and a Proposed Reinstated Judgment. On May 5, 2023, GLWA filed a Motion for Entry of Proposed Order and Proposed Reinstated Judgment.

On June 6, 2023, this matter came before the Court for hearing on (1) Highland Park’s Objections to GLWA’s Proposed Order and Proposed Reinstated Judgment and (2) GLWA’s Motion for Entry of the Proposed Order and Proposed Reinstated Judgment.

Due notice having been given and counsel of record for the City of Highland Park (“Highland Park”) and the Great Lakes Water Authority (“GLWA”) having appeared, **IT IS HEREBY ORDERED** as follows:

1. GLWA’s Motion for Reinstatement is GRANTED.
2. Highland Park’s Renewed Motion for Stay is DENIED.
3. All other pending motions are denied without prejudice.
4. The Court will enter a separate order reinstating the April 30, 2015 judgment in the amount of \$19,840,035.31 plus statutory interest, which has accrued and continues to accrue in accordance with MCL 600.6013(8) (the “Judgment”).
5. Enforcement of the Judgment is stayed until further order of this Court so that GLWA, Highland Park, and the State of Michigan can work toward a comprehensive solution to issues regarding Highland Park.
6. Either party may file a motion to lift the stay at any time, including upon any failure by Highland Park to deliver payment to GLWA pursuant to the Interim Agreement between GLWA and Highland Park dated June 6, 2023.
7. Pursuant to MCL 600.6104, Highland Park and GLWA shall continue mediation with retired Judge James Rashid.
8. The matter is set for a status conference on August 29, 2023 at 11:00 a.m.

/s/ Edward J. Joseph 6/20/2023

Hon. Edward J. Joseph
Wayne County Circuit Court Judge

STATE OF MICHIGAN
CIRCUIT COURT FOR THE COUNTY OF WAYNE

CITY OF DETROIT, a municipal
corporation, THE DETROIT WATER AND
SEWERAGE DEPARTMENT, a
department or branch of the City of Detroit,
Plaintiffs/Counter-Defendants,

Case No. 2014-001974-CK

Hon. Edward J. Joseph

v.
CITY OF HIGHLAND PARK, a municipal
corporation,
Defendant/Counter-Plaintiff and
Third-Party Plaintiff,

v.
GREAT LAKES WATER AUTHORITY,
a municipal authority,
Third-Party Defendant.

ORDER REINSTATING JUDGMENT

On August 18, 2022, the Michigan Court of Appeals remanded this case for “reinstatement—and enforcement—of the April 30, 2015 judgment in favor of Detroit, entered on the trial court’s July 31, 2014 opinion and order.” *City of Detroit v City of Highland Park*, unpublished per curiam decision of the Court of Appeals, August 18, 2022 (Docket No. 357040).

On April 4, 2023, the Michigan Supreme Court denied Highland Park’s application for leave to appeal the August 18, 2022 order of the Court of Appeals. *City of Detroit v City of Highland Park*, unpublished order of the Michigan Supreme Court, April 4, 2023 (Docket No. 164991).

Due notice having been given and counsel of record for the City of Highland Park (“Highland Park”) and the Great Lakes Water Authority (“GLWA”), as assignee of the City of Detroit and the Detroit Water and Sewerage Department (“Detroit”), having appeared before this Court on April 20, 2023 and June 6, 2023,

IT IS HEREBY ORDERED that the April 30, 2015 judgment in the amount of **\$19,840,035.31**, attached hereto as Exhibit A, is reinstated in accordance with the August 18, 2022 order of the Michigan Court of Appeals. Interest on the judgment has accrued and continues to accrue in accordance with MCL 600.6013(8).

All claims in this action were resolved by the judgment and remain resolved.

/s/ Edward J. Joseph 6/20/2023

Hon. Edward J. Joseph
Wayne County Circuit Court Judge

EXHIBIT A

STATE OF MICHIGAN
IN THE WAYNE COUNTY CIRCUIT COURT

CITY OF DETROIT, a Michigan municipal
corporation, THE DETROIT WATER AND
SEWERAGE DEPARTMENT, a department
or branch of the City of Detroit,

Plaintiffs,

Civil Action No. 14-001974-CK
Honorable John A. Murphy

vs.

14-001974-CK

CITY OF HIGHLAND PARK, a Municipal
corporation,

FILED IN MY OFFICE
WAYNE COUNTY CLERK
4/30/2015 4:05:18 PM
CATHY M. GARRETT
/s/ Katrina Ross

Defendant.

WILLIAMS ACOSTA, PLLC
Avery K. Williams (P34731)
Attorneys for Plaintiffs
535 Griswold, Suite 1000
Detroit, MI 48226
Phone: (313) 963-3873
Fax: (313) 961-6879
AWilliams@williamsacosta.com

PERKINS LAW GROUP
Todd R. Perkins (P55623)
Nikkiya T. Branch (P68844)
Attorneys for Defendant
614 Griswold, Suite 400
Detroit, MI 48226
Phone: (313) 964-1702
Fax: (313) 964-1980
Nbranch@Perkinslawgroup.net

JUDGMENT ON JULY 31, 2014 OPINION AND ORDER

At a session of said Court, held in the City of Detroit, County of
Wayne, State of Michigan on: 4/30/2015

PRESENT: HONORABLE John A. Murphy
CIRCUIT COURT JUDGE

WHEREFORE on July 31, 2014, this Court issued the attached Opinion and Order
Granting Motion for Summary Disposition in Part and Denying in Part (Exhibit A) in favor of
Plaintiffs City of Detroit and the Detroit Water and Sewerage Department ("Plaintiffs") against
Defendant City of Highland Park ("Defendant") and at hearings on April 24, 2014 and April 29,
2015, determined that judgment must be entered based on this Court's Opinion and Order, and
the Court being otherwise duly advised in the matter;

IT IS HEREBY ORDERED AND ADJUDGED that Plaintiffs, City of Detroit and the Detroit Water and Sewerage Department are entitled to judgment against Defendant in the amount of \$19,244,838.53, plus interest and costs is granted for the reasons stated on the record.

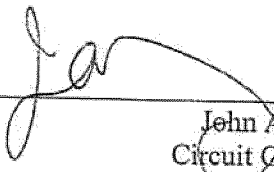
IT IS FURTHER ORDERED and ADJUDGED that the interest rate applicable to the judgment shall be the interest rate stated in MCL 600.6013(8)(Interest on the money judgment) whereby interest shall apply to all amounts due under the judgment at 6-month intervals from the date of filing of the complaint at a rate of interest equal to 1% plus the average interest rate paid at auctions of 5-year United States treasury notes during the 6 months immediately preceding July 1 and January 1 of each year, as certified by the state treasurer, and compounded annually. Interest under MCL 600.6013(8) is calculated on the entire amount of the money judgment, including applicable fees and cost, which as of the date of entry of this Order equals \$19,839,658.32 at \$1,443.0339 per day through June 30, 2015.

IT IS FURTHER ORDERED AND ADJUDGED that Plaintiffs are awarded costs through July 31, 2014 in the amount of \$376.81, equaling a Judgment Amount of \$19,840,035.31 as of April 29, 2015

IT IS FURTHER ORDERED AND ADJUDGED that this Judgment and the attached Exhibit A may be submitted to the Wayne County Clerk as the transcript of the judgment and to be certified pursuant to MCL 600.6093.

IT IS FURTHER ORDERED that if the Defendant, City of Highland Park fails to act pursuant to MCL 600.6093, Plaintiff shall commence a separate action requesting a writ of mandamus.

IT IS FURTHER ORDERED that because a future settlement conference has been scheduled this order does not close the case under MCR 2.603(4)(2).



John A. Murphy
Circuit Court Judge

No. A 80887

STATE OF MICHIGAN,
County of Wayne

ss.

E-314 BK

CERTIFIED COPY —

"LAW" #14-001974-CK

I, CATHY M. GARRETT, Clerk of Wayne County, and Clerk of the Circuit Court for the County of Wayne, do hereby certify, that the above and the foregoing is a true and correct copy of

Judgment On July 31st 2014

Opinion And Order

entered in the above entitled cause by said Court, as appears of record in my office. That I have compared the same with the original, and it is a true transcript therefrom, and of the whole thereof.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County, at Detroit, this day of MAY 06 2015 A.D. 20

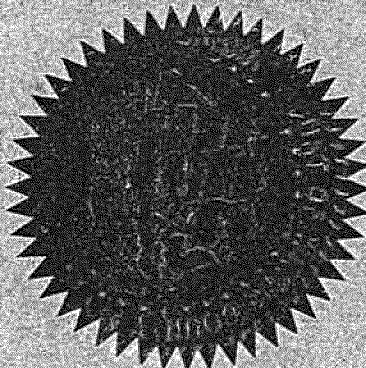
CATHY M. GARRETT, Clerk

Fee. \$

13-

Sandra V. White

Deputy Clerk



STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CITY OF DETROIT, a Michigan municipal
corporation, THE DETROIT WATER AND
SEWERAGE DEPARTMENT, a department
or branch of the City of Detroit

No. 14-001974-CK
HON JOHN A. MURPHY

Plaintiffs,

-v-

CITY OF HIGHLAND PARK, a Michigan
municipal corporation,

Defendants.

AVERY K. WILLIAMS (P34731)
Williams Acosta, PLLC
Attorney for Plaintiffs
535 Griswold, Suite 1000
Detroit, Michigan 48226
(313) 963-3873

NIKKIYA T. BRANCH (P68844)
Perkins Law Group
Attorney for Defendant
614 Griswold, Suite 400
Detroit, Michigan 48226
(313) 964-1702

ORDER

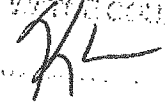
At a session of said Court, held in the City of
Detroit, County of Wayne, State of Michigan
on JOHN A. MURPHY MAY 15 2015

PRESENT: THE HONORABLE JOHN A. MURPHY

Having been advised by my Court Clerk that Exhibit A, referenced in the order dated April 30, 2015 was not attached, IT IS HEREBY ORDERED that Exhibit A is the attached opinion and order dated July 31, 2014 granting Plaintiff Summary Disposition.

This order shall be a part of the official transcript of the above caption matter.

A TRUE COPY
CATHY M. GARIBAY
WAYNE COUNTY CLERK

BY 

JOHN A. MURPHY

John A. Murphy
Circuit Court Judge

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CITY OF DETROIT, a Michigan municipal
corporation, THE DETROIT WATER AND
SEWERAGE DEPARTMENT, a department
or branch of the City of Detroit

No. 14-001974-CK
HON JOHN A. MURPHY

Plaintiffs,

-v-

CITY OF HIGHLAND PARK, a Michigan
municipal corporation,

Defendants.

14-001974-CK
FILED IN MY OFFICE
WAYNE COUNTY CLERK
7/31/2014 4:17:28 PM
CATHY M. GARRETT
/s/ Katrina Ross

AVERY K. WILLIAMS (P34731)
Williams Acosta, PLLC
Attorney for Plaintiffs
535 Griswold, Suite 1000
Detroit, Michigan 48226
(313) 963-3873

NIKKIYA T. BRANCH (P68844)
Perkins Law Group
Attorney for Defendant
614 Griswold, Suite 400
Detroit, Michigan 48226
(313) 964-1702

OPINION AND ORDER GRANTING
MOTION FOR SUMMARY DISPOSITION IN PART
AND DENYING IN PART

At a session of said Court, held in the City of
Detroit, County of Wayne, State of Michigan,
on 7/31/2014

PRESENT: THE HONORABLE JOHN A. MURPHY

Background

This case comes before the court on cross motions for partial summary disposition pursuant to MCR 2.116(C)(8) and (10). This case stems from a continuous series of sewage treatment agreements between plaintiff and defendant dating back to 1926. Under the agreements, plaintiff would provide sewage treatment to defendant, and defendant would pay plaintiff for said services. Plaintiff contends that defendant has failed to keep its sewage bills

current. Plaintiff's complaint contains several counts. These counts are (1) breach of contract; (2) breach of implied contract; (3) quantum meruit; (4) account stated; and (5) conversion.

This is not the first litigation between these two parties relating to these agreements. The parties resolved early suits by entering into a settlement agreement and consent judgment.

Pursuant to the settlement agreement and consent judgment, defendant agreed to keep its sewage bills current. Plaintiff contends that defendant has failed to do so-while availing itself of the benefits of plaintiff's services-and is currently in arrears of at least \$18,288,603.98. Plaintiff also contends that, due to defendant's inability to provide services, defendant has also been providing water treatment/supply services and industrial waste control services. To date, plaintiff contends that they are due \$1,270,782.91 and \$1,142,290.20 respectively for these charges.

Plaintiff's Position

Plaintiff contends that defendant (1) breached the settlement and sewage agreements; (2) breached its implied agreement with plaintiff to pay for water supply services; and (3) plaintiff has established an unrefuted account stated claim with defendant under MCL 600.2145.

Defendant's Position

Defendant contends that plaintiff has failed to state a claim upon which relief can be granted. Specifically, defendant asserts that all obligations under the sewage disposal agreements prior to 1963 are void and of no legal effect as they have expired under state law. Defendant further contends that it received no benefit from the water services provided; that the benefit was received by the residents of the city and thus liability rests with them.

Standard of Review

MCR 2.116(C)(8) allows for a case to be dismissed if the opposing party has "failed to state a claim upon which relief can be granted." When analyzing a motion to dismiss under this

rule, the court may only consider pleadings, MCR 2.116(G)(6), and “[a]ll well-pleaded factual allegations are accepted as true and construed in a light most favorable to the non-movant.” *Maiden v. Rozwood*, 461 Mich 109, 119; 597 NW2d 817, 823 (1999). However, “[i]n an action based upon a contract, the court may examine the contract in conjunction with a motion for summary judgment for failure to state a claim.” *Woody v. Tamer*, 158 Mich App 764, 770, 405 NW2d 213 (1987). The purpose of MCR 2.116(C)(8) is to allow the moving party to test the legal sufficiency of the complaint. *Id.* “A motion under MCR 2.116(C)(8) may be granted only where the claims alleged are ‘so clearly unenforceable as a matter of law that no factual development could possibly justify recovery.’” *Id.* (quoting *Wade v Dep’t of Corrections*, 439 Mich 158, 163; 483 NW2d 26, 28 (1992)).

A summary disposition motion under MCR 2.116(C)(10) allows the court to dispose of a case where there is no genuine issue of fact between the parties and resolution of the matter rests upon the legal arguments. The court must take the facts and analyze them most favorably to the non-moving party. *Patrich v. Muscat*, 84 Mich App 724, 729-30; 270 NW2d 506, 509 (1978). When there is no issue of fact and as a matter of law, one party is entitled to judgment in their favor, summary disposition may be granted. The court must look at the pleadings, depositions, affidavits, admissions, and other documentary evidence available to the court. MCR 2.116(G)(5); *Miller v. Farm Bureau Mut. Ins. Co.*, 218 Mich App 221, 233-34; 553 NW2d 371, 376 (1996).

Although “the court should be liberal in finding genuine issues of material fact, summary disposition is appropriate when the party opposing the motion fails to provide evidence to establish a material factual dispute.” *Porter v. City of Royal Oak*, 214 Mich App 478, 484-85; 542 NW2d 905, 908 (1995). However, a motion for summary disposition under MCR

2.116(C)(10) is generally premature before discovery has been completed, unless it would be unlikely that further discovery would bring about factual support for the nonmoving party.

Colista v. Thomas, 241 Mich App 529, 537-538; 616 NW2d 249, 254 (2000).

Analysis

I. Whether Highland Park Breached the Terms of the Settlement & Sewage Agreements

In order to prevail on their claim of breach of contract, plaintiff must establish “(1) the existence of a contract between the parties, (2) the terms of the contract require performance of certain actions, (3) a party breached the contract, and (4) the breach caused the other party injury.” *Ypsilanti Cmty. Utilities Auth. v. Meadwestvaco Air Sys., LLC*, 678 F. Supp. 2d 553, 571 (E.D. Mich. 2009) (citation omitted).

A. Existence of a valid contract between the parties

In response to plaintiff’s motion for summary disposition, defendant contends that all obligations under the sewage disposal agreement between Highland Park and Detroit dated prior to 1963 are void, having expired under state law,¹ and plaintiff has therefore failed to state a claim upon which relief can be granted. In response, plaintiff contends that they are not attempting to enforce the agreements dated prior to 1963. Instead, they are attempting to enforce the 1983 amendment which ratified and re-adopted the original sewage agreements. Because plaintiff is attempting to enforce the 1983 amendment, and there being no other grounds

¹ MCL 123.232 provides that any two or more political subdivisions “may contract for the joint ownership, use and/or operation of sewers and/or sewage disposal facilities” or “may contract relative to the furnishing of sewage disposal services by 1 or more of such political subdivisions to the other political subdivision or subdivisions.” However, the terms of such contracts may not exceed fifty (50) years. *Id.*

challenging the validity of the agreements at issue, defendant's cross-motion for summary disposition is denied. There is an enforceable agreement between these parties.

B. The terms of the contract required performance of certain actions and they were not performed/agreement was breached resulting in injury to other party

The terms of the settlement and sewage agreements required defendant to remit payment for sewage services rendered by plaintiff. Plaintiff contends that defendant has failed to remit such payment and that this constitutes breach. Plaintiff further contends that they have suffered monetary loss of at least \$20,701,677.09. Defendant offers nothing in response to suggest that they have complied with the terms of the agreements or contesting plaintiff's assertion that they have been harmed by defendant's breach. Plaintiff's motion for summary disposition on their breach of contract count relating to the settlement agreement and sewage agreement is granted.

II. Whether Highland Park Breached its Implied Agreement with Plaintiff

Plaintiff has been providing defendant with fresh potable water and water treatment services since 2012-13. This arrangement having never been reduced to writing, plaintiff contends that there is an implied contract between Detroit and Highland Park for water supply services. Implied contracts generally exist "where parties assume obligations by their conduct." *Williams v. Unit Handling Sys. Siv. Of Litton Sys., Inc.*, 433 Mich. 755, 758, 449 N.W.2d 669, 670 (1989). "The existence of an implied contract, of necessity turning on inferences drawn from given circumstances, usually involves a question of fact, unless no essential facts are in dispute." *Erickson v. Goodell Oil Co.*, 384 Mich. 207, 212, 180 N.W.2d 798, 800 (1970). The essential facts in the instant case are not in dispute.

In *Daniels v. Goodwin Pontiac Co.*, 348 Mich. 121, 82 N.W.2d 444 (1957) the Michigan Supreme Court set forth a test to determine whether an implied contract exists. The court stated that:

The test of an implied contract for compensation is whether such services were performed under circumstances fairly raising a presumption that the parties understood and intended that they should be paid for, or at least that reasonable men in like situation as those who received and are benefited by the service naturally would and ought to understand and expect compensation was to be paid.

Id. at 127. (citation omitted). Plaintiff contends that they never agreed to provide free water services. To the contrary, plaintiff contends that they sent periodic bills to defendant. Therefore, plaintiff concludes, a presumption that defendant understood payment was due has been raised. Plaintiff also notes the general rule, established in prior litigation between these two parties, "that services furnished by one municipality to another municipality are on a contractual basis and the acceptance of services implies a promise to pay therefor at the established rate."² *City of Detroit v. City of Highland Park*, 326 Mich. 78, 99, 39 N.W.2d 325, 333 (1949). In the alternative, plaintiff concludes that a reasonable person in defendant's place in a situation analogous to the instant dispute would expect and understand that compensation was to be paid. Finally, plaintiff contends that by sending payments and correspondence ratifying and affirming the debt, defendant is estopped from disclaiming its existence.

In response, defendant contends that imposing liability on defendant city for water bills of private users of water, absent approval by resolution of Highland Park's City Council to undertake the users' liability is unconstitutional. In other words, defendant concludes that if any implied agreement exists, the agreement is with the individual consumers and not the city.

² Plaintiff contends that defendant agreed to pay the wholesale water rate established by plaintiff and that at said rate; defendant's water bill is in arrears of at least \$1,270,782.91.

A. Absence of approval by resolution of City Council

Defendant contends that, to the extent an agreement existed between plaintiff and defendant for the provision of water services, absent approval from City Council the City did not have the authority to contract for these services. This *ultra vires* defense is common in disputes involving municipalities. See generally *Parker v. Township of West Bloomfield*, 60 Mich.App. 583, 592-93, 231 N.W.2d 424 (1975). However, it clear that the *ultra vires* defense is inapplicable in cases such as this. In *Parker*, the Court held that:

[W]hile a municipal corporation may not go beyond its powers, the defense of Ultra vires is inapplicable where the subject matter of the disputed contract is within the municipality's power and is not illegal. The municipality is bound by its dealings even if that power had been exercised in an irregular fashion or in disregard of directory provisions in its charter regarding the exercise of that power.

Id. at 592. Accord *Deponio v. City of Garden City*, 320 Mich. 230, 239, 30 N.W.2d 849 (1948). Plaintiff contends that defendant was acting within the municipality's power in contracting for the provision of water services, albeit in an irregular fashion. However, any irregularity regarding the exercise of permissible power cannot be grounds for invalidating an agreement where the municipality has retained the benefit therefrom. *Id.* at 237 ("[w]here the executed contract is neither *malum in se* nor *malum prohibitum*, but can only be avoided because of defects in the manner of its execution, the corporation cannot retain the benefits and deny its authority").

B. Constitutionality of holding defendant liable

As indicated above, defendant contends that any implied contract with plaintiff for water services is between plaintiff and individual consumers. Defendant concludes that any payment to plaintiff for water services received by consumers constitutes loaning credit which would be facially unconstitutional pursuant to MICH. CONST. 1908, Art. 10, § 12 which provides that "[t]he

credit of the State shall not be granted to, nor in aid of any person, association or corporation, public or private." As noted by plaintiff in their response, defendant incorrectly cites the 1908 version of the Michigan Constitution. The correct, operative provision is MICH. CONST. 1968, Art. 9, § 18.

As an initial matter, it is clear that the prohibition on the lending of State credit extends to local governments as political subdivisions and instrumentalities of the state. *Oakland Co. Drain Comm'r v. Royal Oak*, 306 Mich. 124, 142, 10 N.W.2d 435 (1943) (construing the predecessor to CONST. 1963, art. 9, § 18; 1908 CONST., art. 10, § 12). To evaluate this ground for relief, we must determine whether or not the instant dispute involves the granting of credit of the State. "When the State [or a political subdivision thereof] acquires or transfers something of value in return for value the State [or political subdivision] does not offend Const. 1963, art. 9, s 18." *Alan v. Wayne Cnty.*, 388 Mich. 210, 325, 200 N.W.2d 628, 684 *opinion adhered to on denial of reh'g*, 388 Mich. 626, 202 N.W.2d 277 (1972). It seems clear in the instant case that plaintiff transferred something of value (potable water) to defendant in exchange for value (prior payments made). The prohibition on lending state credit does not apply in this case.

Assuming *arguendo* that that instant case does involve the lending of state credit, Michigan courts have recognized an exception to this general prohibition in Article 7 Section 26. In order to qualify for this exception, "the loan of a municipality's credit must be both: (1) authorized by law, and (2) for a public purpose." *In re Request for Advisory Opinion on Constitutionality of 1986 PA 281*, 430 Mich. 93, 119, 422 N.W.2d 186, 197 (1988). In the instant case, the Home Rule Cities Act³ and Highland Park's charter authorizes the provision of water services, which is clearly a public purpose. Therefore, even if this Court concluded that

³ MCL 117.1, *et seq.*

requiring the defendant to pay plaintiff for services received by residents of Highland Park constituted lending of credit, the loan would fall under the article 7 § 26 exception to the article 9 § 18 prohibition.

Plaintiff has established the existence of an implied contract with defendant. Plaintiff sent periodic bills to defendant, some of which were paid; raising a presumption that defendant understood payment was due in exchange for the water services. Further, "services furnished by one municipality to another municipality are on a contractual basis and the acceptance of services implies a promise to pay therefor at the established rate." *City of Detroit, supra* at 99. Alternatively, a reasonable person in defendant's place in a situation analogous to the instant dispute would expect and understand that compensation was to be paid. As set forth above, defendant's *ultra vires* and constitutional arguments are without merit. Therefore, plaintiff is entitled to summary disposition as to their claim of breach of implied contract.

III. Whether Plaintiff Has Failed to State a Cause of Action for Liability Under Quantum Meruit By Failing to Show Unjust Enrichment

"[U]njust enrichment is (1) receipt of a benefit by the defendant from the plaintiff and (2) an inequity resulting to the plaintiff because of the retention of the benefit by the defendant." *Keywell & Rosenfeld v. Bithell*, 254 Mich. App. 300, 327, 657 N.W.2d 759, 776 (2002). (citation omitted). Quantum meruit is an equitable principle that measures the amount a party can recover under an implied contract. *Id.* at 359. Defendant's argument is relatively simple. Defendant contends that the city received no benefit in the transaction at issue. Instead, the benefit was received solely by the residents of Highland Park. Therefore, defendant concludes, plaintiff cannot show unjust enrichment and is thus not entitled to compensation under quantum meruit.

As set forth above, *see infra*, section II, plaintiff has established the existence of an implied contract for water services in the instant case. Plaintiff provided water services to defendant, who, in-turn, billed its residents. Allowing defendant to retain the benefit of the services provided by plaintiff without any liability to fully compensate plaintiff for same would be inequitable. Plaintiff has not failed to state a cause of action for liability under quantum meruit. Defendant's motion for summary disposition on this ground is denied.

IV. Whether Plaintiff Has Established an Account Stated With Defendant

An account stated is "an agreement, between parties who have had previous transactions of a monetary character, that all items of accounts representing such transactions are true, and that a balance struck is correct, together with a promise, express or implied, for payment of the balance." 1 MICH. CIV. JUR. Account Stated § 1. "When an account is stated in writing by the creditor and accepted as correct by the debtor, either by payments thereon without demur or by failure within a reasonable time to question the state of the account as presented, it becomes and account stated." *Corey v. Jaroch*, 229 Mich. 313, 315, 200 N.W. 957, 958 (1924).

"[A]n account stated and the express or implied promise of one party to pay the amount of the balance indicated therein is [] binding" on the parties thereto. *Kimmerle v. Lowitz*, 203 Mich. 482, 486, 169 N.W. 857, 858 (1918). The determination of the existence of an account stated is generally made by the jury. *See Kaunitz v. Wheeler*, 344 Mich. 181, 186, 73 N.W.2d 263, 265 (1955). However, where the facts are not in dispute the determination can, and should, be made by the court. *See Harris v. Woodard*, 40 Mich. 408, 410 (1879).

In their complaint, plaintiff asserted that they have established an account stated for sewage services and potable fresh water services rendered in the amounts of \$18,197,620.22 and \$1,047,218.31, respectively. Plaintiff has failed to object to the account stated within a

reasonable time. Plaintiff's motion for summary disposition as to the existence of an account stated is granted.

V. Whether Plaintiff Has Failed to State a Cause of Action Against Defendant for Liability Under a Conversion Claim

Plaintiff contends that defendant is liable for conversion by wrongfully exercising dominion over plaintiff's sewage treatment facility and services by intentionally discharging wastewater to plaintiff's system without paying for these services. Plaintiff also contends that defendant wrongfully exercised dominion over plaintiff's wholesale fresh water delivery by receiving fresh water on a wholesale basis and failing to pay for same. Defendant contends that they did not exercise dominion over the sewage facility and fresh water and that their only obligation was to collect fees from consumers and disbursing same to plaintiff.

The Second Restatement of Torts defines "conversion" as "an intentional exercise of dominion⁴ or control over a chattel which so seriously interferes with the right of another to control it that the actor may justly be required to pay the other the full value of the chattel." 2 Restatement Torts, 2d, § 222A(1), p 431. No such dominion has been exercised in the instant case. While defendant's continued use of plaintiff's sewage facilities and consumption of water despite the breach of the applicable contracts certainly constitutes wrongful use of same, this use is not tantamount to control or possession. Further, plaintiff has permitted defendant to continue to use Detroit's sewer service and has continued to provide Highland Park with water, and "[i]t is a well settled rule that if the owner expressly or impliedly assents to, or ratifies, the taking, use,

⁴ DOMINION, 1. Control; possession <dominion over the car>. Black's Law Dictionary (9th ed. 2009).

or disposition of his property, he cannot recover for a conversion thereof." *Hopkins v. Grand Rapids Trust Co.*, 262 Mich. 261, 266, 247 N.W. 175, 176 (1933).

Although plaintiff may be estopped from recovering damages for conversion, it is clear that plaintiff's conversion count fails. Defendant's actions do not rise to the required level of wrongful dominion. Defendant's motion for summary disposition is granted.

Conclusion

Plaintiff is entitled to summary disposition as to their counts of breach of express contract, breach of implied contract and account stated. Because plaintiff prevails on the account stated count, judgment will enter for the amount owed as of the date of the complaint. Since defendant has not exercised the requisite wrongful dominion over plaintiff's sewer and water services, defendant is entitled to summary disposition as to plaintiff's claim of conversion. Defendant briefly referenced, without providing support, the position that the consent decree contained in the 1995 settlement agreement between plaintiff and defendant was meant to act as an accord and satisfaction of existing arrears. However, this language appears nowhere in the agreement and defendant provides no additional proof. This Court will not entertain unsupported arguments. *See Wilson v. Taylor*, 457 Mich. 232, 243, 577 N.W.2d 100 (1998).

/s/ John A. Murphy

John A. Murphy
Circuit Court Judge

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CITY OF DETROIT, a Michigan municipal
corporation, THE DETROIT WATER AND
SEWERAGE DEPARTMENT, a department
or branch of the City of Detroit

No. 14-001974-CK
HON JOHN A. MURPHY

Plaintiffs,

-v-

CITY OF HIGHLAND PARK, a Michigan
municipal corporation,

Defendants.

AVERY K. WILLIAMS (P34731)
Williams Acosta, PLLC
Attorney for Plaintiffs
535 Griswold, Suite 1000
Detroit, Michigan 48226
(313) 963-3873

NIKKIYA T. BRANCH (P68844)
Perkins Law Group
Attorney for Defendant
614 Griswold, Suite 400
Detroit, Michigan 48226
(313) 964-1702

ORDER GRANTING
MOTION FOR SUMMARY DISPOSITION IN PART
AND DENYING IN PART

At a session of said Court, held in the City of
Detroit, County of Wayne, State of Michigan,
on 7/31/2014

PRESENT: THE HONORABLE JOHN A. MURPHY

For the reasons stated, the plaintiff's motion for summary disposition is granted in part and denied in part. Defendant's cross-motion is granted in part and denied in part.

It is so ordered.

/s/ John A. Murphy

John A. Murphy
Circuit Court Judge

No. A 81106

E-314 BK

STATE OF MICHIGAN, } ss.
County of Wayne

CERTIFIED COPY — "LAW"

I, CATHY M. GARRETT, Clerk of Wayne County, and Clerk of the Circuit Court for the County of Wayne, do hereby certify, that the above and the foregoing is a true and correct copy of _____

ORDER
14-001974-CK

entered in the above entitled cause by said Court, as appears of record in my office. That I have compared the same with the original, and it is a true transcript therefrom, and of the whole thereof.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County, at Detroit, this day of MAY 18 2015 A.D. 20 _____

CATHY M. GARRETT, Clerk

Fee, \$

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Ady A-Wegrocki

Deputy Clerk

