Return to Excellence

OFFICE OF THE MAYOR

HUBERT YOPP

April 30, 2021

Sue F. McCormick, Chief Executive Officer
Great Lakes Water Authority
735 Randolph, Suite 1900
Detroit, Michigan 48226

RE: Water and Sewerage Service Charges for the City of Highland Park for FY 2022

Dear Ms. McCormick:

The City of Highland Park is in receipt of letters dated April 5, 2021 regarding approved Fiscal Year 2022 Wholesale Water Schedule of Charges, Sewer Charges, and Industrial Specific Charges. The City of Highland Park will continue to adhere to the rates, terms and conditions within the 1983 Sewage Service Contract, and subsequently, the 1996 Settlement Agreement incorporated into a Federal Court Consent Judgment. See attached "RESPONSE BY HIGHLAND PARK TO THE CHARGE METHODOLOGY. "

If you have any further questions or concerns, please feel free to contact Highland Park City Hall office at (313) 252-0050.

Sincerely,

Hubert Yopp, Mayor
City of Highland Park

Cc: William R. Ford, City Attorney for City of Highland Park
Cathy Square, City Administrator for City of Highland Park
Carlton Clyburn, City Council President for Highland Park
Eleanor Williamson, Finance Director for City of Highland Park
Calvin Grigsby, Legal Counsel for the City of Highland Park
Jeffrey Thompson, Morganroth & Morganroth, Legal Counsel for the City of Highland Park
Damon L. Garrett, Water Department Director for City of Highland Park

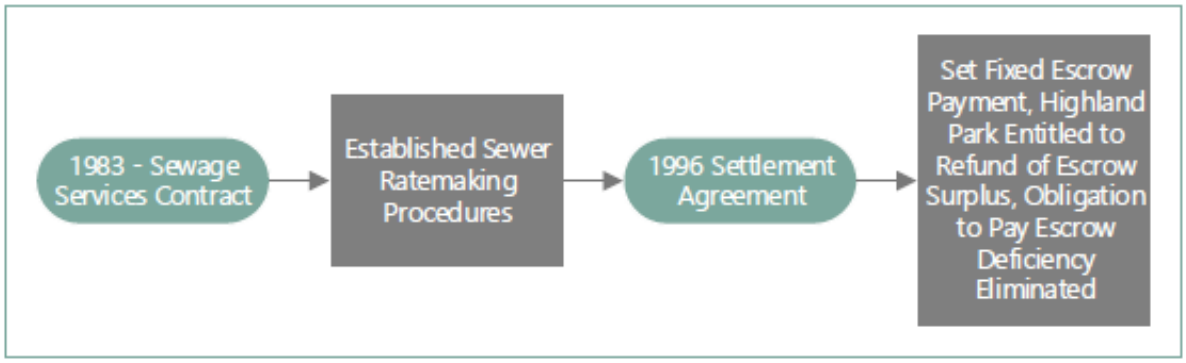
ROBERT B. BLACKWELL MUNICIPAL BUILDING
12050 Woodward Avenue
Highland Park, Michigan 48203
Phone: 313-252-0050 ext. 240
Fax: 313-852-7320
hyopp@highlandparkmi.gov

RESPONSE BY HIGHLAND PARK TO THE CHARGE METHODOLOGY

In June of 1983, by Federal District Court Order, Detroit entered into a written Sewage Services agreement (the "1983 Agreement") containing 13 pages of sewer ratemaking requirements or "Charge methodology" enforceable by and between Highland Park and Detroit. (Exhibit 1).

In 1996, Detroit and Highland Park entered into a settlement agreement (the "1996 Settlement Agreement") that established a fix rate that Highland Park would pay Detroit for sewer services equal to $22.66 per KCF of Highland Park's retail water sales, which would be paid into a previously established escrow account. Detroit would continue to calculate Highland Park's sewer charges based upon the ratemaking requirements set forth in the 1983 Agreement. In the event that the escrow payments exceeded the amount of Highland Park was required to pay Detroit, the 1996 Agreement required the surplus to be returned to Highland Park. On the other hand, if the escrow payments were not sufficient to cover the amount that Highland Park would otherwise be required to pay under the 1983 Agreement, Highland Park would not be responsible for the deficiency. This is confirmed by the fact that the 1996 Agreement set aside and replaced a 1995 Federal Court order, which expressly required Highland Park to pay such a deficiency. (Exhibit 2).

The mechanics of the 1983 Agreement and 1996 Agreement are presented in diagram form below:



GLWA has assumed Detroit's obligations under the 1983 Agreement and the 1996 Agreement and is required to adhere to them in determining Highland Park's sewer charges. As explained below, GLWA's current sewer charge methodology violates both the 1983 Agreement and 1996 Agreement.

A. GLWA's Current Sewer Rate Methodology Results in Charges that Grossly Exceed the Maximum Amount that Highland Park Can be Required to Pay GLWA for Sewer Services under the 1996 Agreement.

GLWA's current methodology results in annual sewer charges to Highland Park of $5.6 to $5.7 million. The 1996 Agreement requires Highland Park to pay $22.56 per KCF of Highland Park's retail water sales into escrow in satisfaction of Highland Park's obligation to pay GLWA for sewer services. As noted above, the 1996 Agreement specifically eliminated Highland Park's obligation to pay any deficiency in the event that the escrow payments were not sufficient to cover GLWA's sewer charges to Highland Park as determined by the ratemaking requirements set forth in the 1983 Agreement. As shown in the table below, Highland Park's annual retail water sales range from 35,000 KCF to 28,000 KCF. Therefore, the maximum amount that Highland Park is obligated to pay GLWA for sewer services on an annual basis is approximately $638,000 to $788,000.

Fiscal Year	Retail Water Sales Vol. (KCF) [1]	Rate/KCF	Maximum Sewer Charge under 1996 Settlement Agreement
2016	34,930.77	$22.56	$788,038.17
2017	28,306.83	$22.56	$638,602.08
2018	30,989.01	$22.56	$699,112.07
2019	30,511.07	$22.56	$688,329.74
2020	28,565.31	$22.56	$644,433.39
Total			**$3,458,515.45**

B. GLWA's Sewer Charge Methodology Results in Grossly Dispositional Charges to Highland Park in violation of the 1983 Agreement.

According to GLWA's 2019 Official Statement for Sewer Revenue bonds, GLWA charged Highland Park $5,614,800, which is 1.2% of GLWA's total collections of $462,644,822. (Exhibit 3). The total volume of wastewater treated was 249,500 million gallons. This means Highland Park is being (over)charged for approximately 1.2% of the total wastewater treated (equivalent to 8.5 mgd or 809 gpdpp based on a population of 10,500.), which is grossly disproportional to the volume of sewage delivered by Highland Park to the treatment plant. Thus, GLWA's sewer charge methodology violates Paragraph 1 of the 1983 Agreement, which requires GLWA to "maintain a proportionate distribution of costs among user classes." It also violates Paragraph 1(A)(1)(b) of the 1983 Agreement, which incorporates Section 204(b)(1)(A) of the Clean Water Act and the regulations promulgated by the EPA thereunder. Section 204(b)(1)(A) of the Clean Water Act requires GLWA to "adopt a system of charges to assure that each recipient of waste treatment services . . . will pay its proportionate share . . . of the costs of operation and maintenance (including replacement) of any waste treatment services." Allocating 1.2% of the wastewater treatment plant

[1] Highland Park's actual retail water sales according to retail water meter readings.

costs to Highland Park is grossly disproportional to the costs attributable to the wastewater treatment services that Highland Park receives.

C. The 1983 Agreement Requires GLWA to Review and Adjust its Rates Annually, Not Every Three Years.

Under GLWA's current methodology, each "Member Partner's" "SHARE" is "held constant for 3 years." This is a direct violation of Paragraph 1 of the 1983 Agreement, which requires that GLWA "review and adjust the rates ***annually***."

D. GLWA Fails to Allocate Costs Associated with Wet Weather and Dry Weather Inflow and Infiltration in the Manner Required under the 1983 Agreement.

40 CFR 35.929(2), which is incorporated into the 1983 Contract by reference in Paragraph 1.A(1)(b), requires that costs associated with the treatment of sewer flows "not directly attributable to users (i.e., infiltration/inflow) be distributed among all users" in one of two ways. GLWA may allocate those costs "in the same manner it distributes the costs of operation and maintenance among users (or user classes) for their actual use." Or, if GLWA does not allocate costs of infiltration and inflow based upon sanitary flows ("actual use"), then it must allocate those costs using "any combination of the following factors on a reasonable basis: (i) Flow volume of the users; (ii) Land area of the users; (iii) Number of hookups or discharges to the users; (iv) Property valuation of the users if the grantee has a user charge system based on ad valorem taxes approved under §35.929-1(b)." GLWA's sewer charge methodology fails to allocate the costs of treating infiltration and inflow using one of these two approaches in violation of the 1983 Agreement.

E. The Rate-Making Methodology outlined in the 1983 Agreement bars any differential in charges to Detroit and Highland Park.

GLWA's current sewer rate methodology charges all Member Partners except Detroit, a "Detroit / Suburban Capital Adjustment" charge. This is a direct violation of Paragraph 1(B) of the 1983 Agreement, which requires GLWA to establish rates that "as nearly as is practical, recover from each customer class the respective costs of providing service regardless of the ratepayer's location." Further, Paragraph 1(B)(1) expressly states that "there shall be no differential in the rate of return charges to customers residing or located within the City of Detroit and customers residing or located without the City of Detroit."

CONCLUSION

Highland Park intends to honor its obligation to pay for sewer services in accordance with the 1983 Agreement and the 1996 Settlement Agreement, which are valid and binding written contracts. GLWA has assumed Detroit's obligations under those contracts, is bound to follow them, and must revise its sewer charge methodology in order to comply with those agreements.

Respectfully submitted

Mayor Hubert Yopp

SEWAGE SERVICE CONTRACT

CITY OF DETROIT - CITY OF HIGHLAND PARK

THIS AGREEMENT is made this _____ day of _____, 1982, between the CITY OF DETROIT, a municipal corporation organized under the laws of the State of Michigan, by its Board of Water Commissioners (hereinafter referred to as the "BOARD"), party of the first part, and the CITY OF HIGHLAND PARK, a municipal corporation organized under the laws of the State of Michigan (hereinafter referred to as "HIGHLAND PARK"), party of the second part.

WITNESSETH:

WHEREAS, the BOARD operates a wastewater treatment works which is composed of a sewage treatment plant, located in the City of Detroit at 9300 West Jefferson Avenue, along with certain appurtenant interceptors and pumping stations, located principally at various places within the City of Detroit, but some of which are located outside the City of Detroit, which are necessary to transport the sewage to the treatment plant, and

WHEREAS, the BOARD has at various times entered into contracts with a number of suburban communities whereby the BOARD has agreed to make available its treatment works to provide sewage treatment and disposal service to the suburban communities, and the suburban communities have agreed to pay rates established by the BOARD for providing such service, and

WHEREAS, these sewage service contracts are for the protection of the public health, safety and welfare of the people in the community, in the county, in the state, in the nation and neighboring nations, and

WHEREAS, the BOARD has provided wastewater treatment and disposal service to the CITY OF HIGHLAND PARK without a formal written contract, the parties having been guided in their legal relationship by the Opinion of the Michigan Supreme Court in the matter entitled City of Detroit v City of Highland Park, 326 Mich 78 (1949), and

WHEREAS, the calculation and allocation of costs of providing sewage treatment and disposal service, including transportation of the sewage, have been the subject of some disagreement between the BOARD and the suburban communities, and the rates and charges resulting from the calculation and allocation of costs have been the subject of litigation, and

WHEREAS, in an effort to avoid further litigation about rates and charges for sewage treatment and disposal service, including transportation of the sewage, the BOARD and all of the suburban communities then under contract for such service, entered into a Settlement Agreement which was filed in the United States District Court for the Eastern District of Michigan on July 19, 1978, (hereinafter referred to as the 1978 Settlement Agreement) and

WHEREAS, the 1978 Settlement Agreement contains rate making principles which shall govern the methods of calculating and allocating costs and the resultant rates and charges, and the Settlement Agreement also requires that all service contracts shall be amended to incorporate these rate making principles therein, and

WHEREAS, an Amended Consent Judgment was entered in United States District Court Civil Action Numbers 77-71100 and 80-71613 which required all communities and agencies under contract with the City of Detroit for sewage treatment services to

enact and diligently enforce sewer use and industrial waste control ordinances consistent with and at least as stringent as those of the City of Detroit, and

WHEREAS, a Settlement Agreement filed with the United States District Court for the Eastern District of Michigan on August 26, 1980 resolved matters of rates, allocation of the costs of the interceptor collapse at the intersection of Hayes and 15 Mile Road, User Charge System, Industrial Cost recovery and other matters related to rates effective January 17, 1980, (hereinafter referred to as the 1980 Settlement Agreement) and

WHEREAS, a Settlement Agreement filed with the United States District Court for the Eastern District of Michigan in May, 1982 resolved matters of rates, allocation of the costs of the interceptor collapse in the Edison Corridor, Sterling Heights, Michigan; amended in part, paragraph 5B of the 1978 Rate Settlement Agreement dealing with the principle of maximum debt financing in connection with application of the additional bond test required by Section 10 of Ordinance 517-E of the City of Detroit, and other matters related to rates effective during the fiscal year July 1, 1981 through June 30, 1982 (hereinafter referred to as the 1982 Settlement Agreement), and

WHEREAS, the United States Environmental Protection Agency has given the Board approval under the Step 3 grants provisions of Public Law 92-500 and Public Law 95-217 conditioned upon the signing of the service agreements between the Board and each contract customer providing for implementation of satisfactory user charge systems, sewer use ordinances or regulations and the Board's Industrial Cost Recovery System by each community served by the BOARD, and

WHEREAS, the Court in Civil Action No. 77-71100 issued an Order Re Service Contract Amendments dated April 15, 1982 requiring the parties to amend their contracts as aforesaid,

NOW, therefore, in consideration of the promises and the covenants herein made, the parties hereto agree that they should continue to be guided by the principles set forth in the Michigan Supreme Court decision in The City of Detroit v City of Highland Park, 326 Mich 78 (1949), referred to above, but except as provided therein, in order to make uniform the terms and conditions of service between Detroit and all suburban communities, the parties agree as follows:

1. HIGHLAND PARK shall pay the BOARD for sewage treatment and disposal service at such rates as the BOARD may establish from time to time. The BOARD shall review the rates annually and shall adjust them as may be necessary to maintain a proportionate distribution of costs among user classes, and to generate sufficient revenue to pay the total costs of the sewage system. Rate adjustments shall be determined according to the following principles:

A. Revenue Requirements. Revenue requirements shall be based upon the finances required to meet all operating, maintenance, capital requirements including debt financing and coverage, and any obligations imposed by law, and shall reflect not only recent cost experience but also a recognition of the reasonably estimated future cost levels during the period for which the rates are being established.

(1) Operating and maintenance expenses of the system.

(a) Operating and maintenance expenses shall include replacement of process equipment, accessories, or appurtenances which are necessary to maintain the capacity and performance for which the treatment works is designed and constructed.

(b) The rate for operation and maintenance expenses, including replacement, shall include a factor to be applied to the volume of sewage delivered by HIGHLAND PARK, and shall also include surcharges to be applied to the discharges of individual users whose loadings of specified pollutants exceed normal loadings. The BOARD shall specify the pollutants to be surcharged, and shall define normal loadings of these pollutants. The rate shall conform to Section 204(b)(1)(A) of Public Law 92-500, as amended, and regulations of the United States Environmental Protection Agency (hereinafter referred to as the U.S. EPA), being 40 CFR, 35.929 through 35.929-3.

(2) Maximum Debt Financing. The BOARD shall obtain capital funds for the expansion, renewal and reconstruction

of common use or solely suburban use major capital assets or improvements from the issuance of revenue bonds, to the maximum extent possible together with maximum use of coverage monies generated thereby. "Coverage" means the excess of revenues required to meet the coverage test over revenue requirements determined without respect to the coverage test. "Coverage Test" means the requirement imposed by Section 10 of Ordinance 517-E of the City of Detroit which provides that in the year of issuance of revenue bonds of standing equal to those presently outstanding, estimated net revenues shall be equal to at least one and one-half (1 1/2) times the largest amount of combined principal and interest to fall due in any future operating year on any bonds then payable out of the net revenues of the system, including such additional bonds then being issued. Detroit shall apply the principle of maximum debt financing set forth herein consistent with an interpretation of the additional bonds test which incorporates the following principles:

(a) Estimated investment income of the DWSD will not be included in determining revenues.

(b) Future operating and maintenance expenses estimated to result from the addition of capital facilities for which bonds are issued, shall be included as an expense in determining net revenues only with respect to the periods in which it is reasonably estimated that they will be incurred. The parties acknowledge that Detroit can comply with the additional bonds test by setting future rates sufficient to defray estimated future operation and maintenance expenses in the periods in which they will be incurred.

(3) Depreciation. User charges shall not reflect a charge for the depreciation of physical assets, which together with a rate of return and provision for operation and maintenance expense would generate revenues in excess of system revenue requirements including coverage.

B. Uniform Allocations of Costs Incurred. The recovery of costs incurred by the system shall be accomplished through the institution of rates which assign, allocate and apportion such costs to all ratepayers on

the basis of principles uniformly applicable to all, it being the intention of the parties that such rates (whether designed on the utility or cash basis) will, as nearly as is practical, recover from each customer class the respective costs of providing service regardless of the ratepayer's location. In particular:

(1) If rates are based upon a system of charging a percentage rate of return on net asset or capital structure rate base, (through the use of the so-called utility basis of rate making) there shall be no differential in the rate of return charged to customers residing or located within the City of Detroit and customers residing or located without the City of Detroit. Nothing herein contained shall prohibit the BOARD from designing its rates on the so-called cash basis.

(2) If rates for the transportation charge to customers served by the Oakland-Macomb interceptor are based upon the utility basis with a percentage rate of return, such rate of return shall be the same as the rate of return charged to other customers of the system. Nothing contained herein shall prohibit the BOARD from employing the cash basis of ratemaking, including ratemaking for

customers served by the Oakland-Macomb interceptor. "Transportation Charge" means the aggregate of all costs assigned or allocated to contracting parties served by the Macomb-Oakland interceptor which are not costs incurred for service in common with other customers, including all costs of operation and maintenance, depreciation, and, to the extent rates are based on a rate of return or other charge based on plant value, the cost resulting from application of such charge or rate to the inceptor and related equipment.

(3) Should the cash basis be used in any future rate study, the allocation of debt service costs to all customers or facilities shall be based upon the system weighted average interest rate at the time.

(4) Surcharges shall be utilized to recover incremental operating, maintenance and replacement costs incurred in treating sewage which, at the point of discharge, contains specified pollutants in concentrations exceeding those of normal domestic sewage, as defined by the BOARD.

(5) All costs other than those costs recovered by surcharges as herebefore set forth, may be recovered by volume

alone, or by volume and surcharges, or by any method which provides a distribution of costs reasonably related to the service provided.

C. Following the computation of rates for customers residing or located within the City of Detroit and customers residing or located without the City of Detroit pursuant to the principles set forth in this contract, such rates shall be further adjusted by deducting from the revenues to be charged customers within the City of Detroit and adding to the revenues to be charged customers without the City of Detroit, and making appropriate adjustments of the rates for sewage service to be charged to such customers, an amount determined as follows:

(1) For the fiscal year 1981 (July 1, 1980 through June 30, 1981), such amounts shall be the sum of $1,102,500. For each fiscal year thereafter, such amount shall be increased by 5%, determined upon a compounded basis. For example, the amount for fiscal 1982 shall be the sum of $1,157,625. For fiscal 1983, this amount shall be the sum of $1,215,506, and similarly for succeeding fiscal years.

(2) This payment shall be made, and rates so adjusted as a payment to reflect the cost of indirect benefits or services

provided by the City of Detroit to the BOARD for common use facilities within the City of Detroit, such as police and fire protection, the risk of tort liability, the loss of tax base that the City loses as a result of the BOARD's tax exemption, and the fact that the suburbs receive sewage treatment without having to devote any of their land to a tax free utility.

(3) In the event that the City of Detroit shall at any time hereafter render billings or accounting statements for indirect services to the BOARD such as police and fire protection, risk of tort liability, loss of tax base or any other type of contribution in lieu of taxes with the effect that such billings or statements become part of the BOARD budget for ratemaking purposes, then the amount of such charges allocated or apportioned to the contracting customers shall be deducted from the amount determined pursuant to subsection 5.C.(1) above, and shall in no event exceed the amount determined pursuant to subsection 5.C.(1) above.

D. The amount charged to the suburbs for payment for indirect benefits and services set forth in Paragraph 5.(c) above shall be allocated among suburban customers in the

same manner in which treatment costs are allocated.

E. The BOARD may continue to include in its rates charges for direct services which the City currently renders and bills to the BOARD. Such "direct services" shall be limited to the kind of services historically provided by offices, departments or agencies of the City of Detroit such as various kinds of licenses and permits, electricity, steam, water, paving, vehicles, and rubbage pickup; the Ombudsman, the cost of which will be allocated between the customers within the City of Detroit and the customers without the City of Detroit based upon the proportionate number of complaints or inquiries by each such class of customers; and those which were included in the BOARD's budget for fiscal 1978.

No additional charges may be made for "direct services" provided by other or additional City offices, departments and/or agencies without the prior agreement of the contracting parties. Such agreement shall not be unreasonably denied or delayed should it appear that the particular service or services result in a legitimate, direct benefit to the system and its customers.

F. Whenever the BOARD shall undertake any study which may result in the revision of rates,

including any study relating to industrial cost recovery charges, user charges, or other matters relating to the requirements of P. L. 92-500, 33 U.S.C.A. 1251 et seq. as amended, it shall notify the appropriate agents of Oakland, Wayne and Macomb Counties, and its other contract customers of such study, and shall, during the course of any such study, make available, upon request, to such contract customers, their agents, consultants and attorneys, any interim or preliminary reports and final reports prepared in the course of such study.

In conjunction with furnishing the aforesaid reports, the City of Detroit and its consultants at the request of the contracting parties will have a conference with the contracting parties and representatives in order to explain and discuss the reports being provided. The requesting party shall reimburse the BOARD for any out-of-pocket costs incurred in meeting such request. Nothing contained herein shall require the City of Detroit to undertake any activity which may impede it in complying with the requirements of the consent judgment dated September 14, 1977 or other orders of the Court entered pursuant to P. L. 92-500, 33 U.S.C.A. 1251, et seq, as amended. In addition, such presentation will be done in a manner, place, and time mutually convenient

to all of the parties involved including the City of Detroit's consultants.

2. HIGHLAND PARK agrees that it shall adopt and enforce rules and regulations to implement and maintain a revenue system whereby, as a minimum, the operation, maintenance and replacement portion of the BOARD's rates are distributed proportionately to each user or user class that is tributary to the BOARD's treatment works. In particular, these rules and regulations shall provide that surcharges established by the BOARD for the recovery of incremental operation, maintenance and replacement costs of treating extraordinary concentrations of sewage, shall be billed to and collected from individual firms as identified by the BOARD in its billings. These rules and regulations shall conform to Section 204(b)(1)(A) of Public Law 92-500, as amended, and regulations of the United States Environmental Protection Agency (hereinafter referred to as the U.S. EPA), being 40 CFR, 35.929 through 35.929-3, and shall achieve a proportionate User Charge System which is effective throughout the BOARD's service area. The rules and regulations shall provide for monitoring of commercial, governmental and industrial users and shall be consistent with the monitoring rules and regulations of the City of Detroit. The Board shall have the right under said rules and regulations to audit all monitoring activities including the right to perform monitoring tests itself to verify the accuracy of monitoring results.

3. HIGHLAND PARK agrees that it shall adopt and enforce rules and regulations pertaining to the use, design and construction of sewers, and the discharge of industrial or commercial wastes into sewers, where such sewers are tributary to the BOARD's treatment works. Such rules and regulations shall be consistent with and at least as stringent as all applicable provisions of the pertinent ordinances adopted by the City of Detroit, these being the 1979 amendments to Chapter 56, Article 1, and Chapter 56, Article 6, of the Municipal Code of the City of Detroit as they may be adopted and amended from time to time. In the event any municipality or other governmental unit shall fail to adopt an ordinance as required herein, or shall fail to diligently enforce the same, the BOARD shall take appropriate action which may include suit in an appropriate court of general jurisdiction alleging such municipality's failure to adopt or enforce an ordinance, and following a hearing on the merits, should the court find that the allegations in the BOARD's petition are true, it is agreed that such court may, in such instance, grant appropriate injunctive relief against said municipality or any individual discharger there; terminate the municipality's contractual right to discharge waste waters into the BOARD's system and/or to grant the BOARD such other relief as may be appropriate under the circumstances. These actions shall enable the BOARD to:

A. Deny or condition new or increased contributions of pollutants or changes in the nature of pollutants, to the waste collection system by Industrial and Commercial Users. The terms "Industrial and Commercial" user shall mean those users defined in Section 56-6-3(H) and (P) of Detroit Ordinance No. 353-H of Chapter 56 of Article 6 passed on November 7, 1979 and as may be amended from time to time.

B. Require compliance with applicable current and future National Pretreatment Standards and other more restrictive requirements as may be imposed by the BOARD promulgated by the U.S. EPA under the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq.

C. Control, through permit, contract order, or similar means, the contribution to the waste collection system by Industrial and Commercial Users to ensure compliance with paragraph B above.

D. Require the development of compliance schedules by Industrial and Commercial Users for the installation and facilities required to meet applicable National Pretreatment Standards and other more restrictive requirements as may be imposed by the BOARD.

E. Require the submission of notices and self-monitoring reports from Industrial and Commercial Users to assess and assure compliance with National Pretreatment Standards and other more restrictive requirements as may be imposed by the BOARD.

F. Carry out all inspection, surveillance and monitoring procedures necessary to determine, independent of information supplied by Industrial and Commercial Users, compliance or noncompliance with applicable National Pretreatment Standards and other more restrictive requirements as may be imposed by the BOARD. It being further understood that the BOARD may contract with qualified parties to carry out the inspection, surveillance and monitoring procedures of this paragraph.

G. Seek injunctive relief for noncompliance with National Pretreatment Standards and other more restrictive requirements as may be imposed by the BOARD.

H. Require Industrial and Commercial Users to install containment facilities to protect the treatment works from accidental spills of critical or hazardous materials.

4. This amendment shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

5. This amendment shall take effect upon its adoption and execution by the respective parties hereto, its approval by the City Council of the City of Detroit, and its approval by the appropriate authorities of the City of Highland Park.

Witness (Highland Park)

Jean Green (signed)

Jean Green, City Clerk (typed)

Witness (Highland Park)

Leonard Robert Hawkins (signed)

Leonard Robert Hawkins (typed)

Dep City Clerk

Witness (Board of Water Commissioners)

Phyllis Fuller (signed)

PHYLLIS FULLER (typed)

Witness (Board of Water Commissioners)

Rita L. Madison (signed)

RITA L. MADISON (typed)

FINANCE DEPARTMENT

No. _____ Date _____ I hereby certify that an appropriation has been made to cover the expense to be incurred under this contract.

_____

Chief Accounting Officer

The original and ____ copies of this contract have been duly executed.

This contract was confirmed by the Detroit City Council

_____ _____

Date Page

HIGHLAND PARK
A Michigan Municipal Corporation

By Robert B Blackwell (signed)

Robert B Blackwell, Mayor (typed)

Title _____

Address _____

_____

_____

Telephone Number _____

Or as to form

Assistant City Attorney

THE CITY OF DETROIT
A Michigan Municipal Corporation, by its Board of Water Commissioners

By Charlie J Williams (signed)

CHARLIE J. WILLIAMS, DIRECTOR (typed)

Title _____

Address 735 Randolph Street

Detroit, Michigan 48226

_____

Telephone Number 313-224-4701

LAW DEPARTMENT

Approved as to form and execution subject to approval by the Purchasing Director and the City Council

_____

Corporation Council

Purchasing Department for the City of Detroit

_____

Purchasing Director

Jeffery D Blaine

ATTEST: JEFFERY D. BLAINE
DEPUTY CITY CLERK

WATER:

202 The following communication was received from the Water Director:

"Pursuant to the order dated 4-15-82 of the United States District Chief Judge John Feikens, we are required to enter into a Service contract with the City of Detroit for the Sewage treatment of our waste water.

Would your Honorable body authorize the Mayor and the City Clerk, to sign the attached agreement with the City of Detroit, as required by Court Order."

Moved by Councilman Daboul
Supported by Councilman Davis

That the Mayor and the City Clerk be authorized to sign the Sewage Service Contract with the City of Detroit, as required by Chief Judge John Feikens' order. Yeas, (4); Nays, (0); Absent, (1).

***

STATE OF MICHIGAN
COUNTY OF WAYNE } ss.
CITY OF HIGHLAND PARK

I, Jean Green, Clerk of the City of Highland Park, do hereby certify that the annexed is a true copy of C.I. 202 of the Recessed and Regular Council Meeting pertaining to the signing of the Sewage Service Contract with the City of Detroit as required by Chief Judge John Feikens' Order

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 therefrom 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 8th day of June 1983

Jean Green City Clerk

City of Detroit v. City of Highland Park

United States District Court for the Eastern District of Michigan, Southern Division

February 28, 1995, Decided ; February 28, 1995, filed

CIVIL ACTION NO. 92-76775

Reporter
878 F. Supp. 87 *; 1995 U.S. Dist. LEXIS 2608 **

CITY OF DETROIT, a Michigan Municipal Corporation, and the DETROIT WATER AND SEWERAGE DEPARTMENT, Plaintiff, -v- CITY OF HIGHLAND PARK, Defendant, -v- CHRYSLER CORPORATION, a Delaware Corporation, Intervenor Herein.

Subsequent History: Related proceeding at, Dismissed without prejudice by, in part *City of Detroit v. City of Highland Park, 2013 U.S. Dist. LEXIS 181034 (E.D. Mich., Dec. 30, 2013)*

Related proceeding at, Dismissed by, Motion denied by, As moot *City of Highland Park v. City of Detroit, 2018 U.S. Dist. LEXIS 168563 (E.D. Mich., Sept. 29, 2018)*

Case Summary

Procedural Posture
Plaintiff city and its municipal water and sewer department filed a motion to compel payment directly to it by intervenor corporation of sums owed to defendant municipality in order to satisfy a judgment recovered by the water and sewer department against the municipality for wastewater services.

Overview

The water and sewer department (department) recovered a judgment against the municipality, which had failed to pay for wastewater services. When a writ of mandamus was entered requiring the municipality to place the judgment amount on its tax rolls, the corporation intervened claiming that an increased tax assessment would have doubled its water payments. The corporation was indebted to the municipality under an unrelated agreement and the department filed a motion to satisfy its judgment from the debt due from the corporation. The corporation and the municipality argued that the motion was contrary to *Fed. R. Civ. P. 69(a)*, which stated that the procedure on execution would be in accordance with state law, because Michigan law prohibited an appropriation from the municipality to pay the department's judgment. The court held that *Rule 69(a)* did not limit its ability to enforce its judgment through a writ of execution, and directed the corporation to pay directly to the department the debt due to the municipality. *Rule 69(a)* was merely a procedural device for the execution of judgments and did not restrict the district court's enforcement remedies to those available under state law.

Outcome
The court granted the department's motion and ordered the corporation to pay directly to the department payments the corporation owed to the municipality as those sums became due. The municipality was ordered to establish a separate bank account into which payments by its customers for wastewater services would be deposited and paid over each month to the department.

Counsel: **[**1]** For Chrysler Corp., Plaintiff: Carl Rashid, Jr., James J. Giszczak, Detroit. For City of Detroit, Plaintiff: Richard J. McClear, Detroit. Darryl F. Alexander, Robert C. Walter, Detroit.

Defendant Counsel: Lolanda R. Johnson, Herbert A. Sanders, Highland Park, MI.

Special Counsel: George G. Newman, Detroit.

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[10]** In *Arnold* plaintiffs received a judgment against plaintiff, a state agency. *Arnold, 843 F.2d at 123*. In answering defendant's contention that it did not have the power to satisfy the judgment because state law prohibited the agency from using funds for non-budgeted expenditures the court said:

> This argument founders on the precedential shoals that support the enforcement of a federal judgment even where state law bars the seizure of funds or the payment of a judgment without legislative appropriation.

Id. at 128, 129.

The conclusions of these cases are appropriate because *Rule 69(a)* was drafted simply as a procedural method for execution of judgments because the "Advisory Committee believed that development of a series of rules on supplementary proceedings would be impractical and onerous…" JAMES W. MOORE, *Resolution Trust Corp., 994 F.2d at 1226*. Therefore, **[**11]** Michigan Law cannot prevent me from enforcing my judgment either by a writ of execution or writ of mandamus.

Granting Detroit's latest motion is the proper way to resolve this case. Detroit provides waste water services to Highland Park and because of the health and safety of Highland Park's citizens it is vital that Detroit continue to furnish these services. Thus, Detroit cannot shut down its waste water interceptors. Nor can Detroit be required to provide this vital service without compensation. Executing on the funds owed by Chrysler to Highland Park provides a fair and efficient method of insuring that Detroit is compensated without compromising the health and welfare of Highland Park citizens. Thus, it is the optimal method for resolving this conundrum.

I am advised that Highland Park has available an amount of money described as between one million, eight hundred thousand **[*91]** dollars (1,800,000) and two million dollars ($ 2,000,000). I order Highland Park to pay this forthwith to the Detroit Water and Sewerage Department.

Accordingly, plaintiff's motion to satisfy the judgment is hereby GRANTED. An Order, so providing, will be entered.

John Feikens

United States District Judge

[12]** ***ORDER FOR SATISFACTION OF JUDGMENTS***

The court having previously entered a Judgment in favor of the City of Detroit against the City of Highland Park on June 28, 1993 in the amount of $ 8,093,865.02 for sewerage services through March 29, 1993, and having entered a second Consent Judgment in favor of the City of Detroit against the City of Highland Park on February 21, 1995, in civil action no. 94-73135, in the amount of $ 2,505,210.44 for sewerage services for the period March 29, 1993 through November 29, 1994, and the City of Detroit having filed a Motion to Satisfy Judgment and the City of Highland Park and Chrysler Corporation having filed briefs in opposition to Detroit's motion, and Detroit's motion having come on for oral argument on Tuesday, February 21, 1995, and the court being fully advised in the premises; now, therefore,

IT IS HEREBY ORDERED:

1. The City of Highland Park shall pay to the City of Detroit, through the Detroit Water and Sewerage Department, the amount of $ 1,800,000 within one week from the date of this Order.

2. The court's Writ of Mandamus issued on October 19, 1994, in civil action no. 92-76775, shall remain in full force and effect.

3. Beginning **[**13]** December 1, 1995, and thereafter as they become due, Chrysler Corporation shall pay directly to the City of Detroit, through the Detroit Water and Sewerage Department, any and all amounts otherwise payable to the City of Highland Park under a certain Agreement between Chrysler Corporation and the City of Highland Park, dated December 1, 1993, which amounts shall be applied to reduce the outstanding amount, plus post-judgment interest, then due and owing on the two judgments referred to above, and such other amounts as may be then due and owing as provided in paragraph 4. below.

4. The City of Highland Park shall immediately establish a separate account in a banking institution satisfactory to the City of Detroit, and shall deposit into said account on a daily basis any and all amounts received by the City of Highland Park in payment of bills for wastewater services rendered by it to its customers. Any and all amounts so deposited shall be held in trust solely for the benefit of the City of Detroit and shall be paid over to the City of Detroit, through its Detroit Water and Sewerage Department, beginning March 31, 1995, and on or before the last business day of each month thereafter **[**14]** until further order of the court.

In the event the payments to the City of Detroit from the separate account created hereby are not sufficient to pay for current services being provided by the City of Detroit to the City of Highland Park, any deficiency shall be added to the

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Riggs v. Johnson County, 73 U.S. (6 Wall.) 166, 187, 18 L. Ed. 768 (1867).

then-unpaid balance of the judgments referred to above and shall be paid from the monies otherwise due from Chrysler Corporation to the City of Highland Park under the Agreement referred to in paragraph 3. above.

5. The court retains jurisdiction to monitor any and all amounts paid by Highland Park to the City of Detroit under the terms of this Order until the judgments referred to above, plus post-judgment interest, have been fully satisfied.

John Feikens

United States District Judge

Dated: February 28, 1995

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

CITY OF DETROIT,

Plaintiff,

-vs-

CITY OF HIGHLAND PARK,

Defendant.

Civil Action No. 92-CV-76775-DT
Civil Action No. 94-CV-73135-DT
Honorable John Feikens

AMENDED CONSENT JUDGMENT

At a session of said Court held in the Federal Building, City of Detroit, County of Wayne, State of Michigan, on JUN 18 1996

PRESENT: HONORABLE _____
District Court Judge

This Court entered a Judgment against the City of Highland Park ("Highland Park") in favor of the City of Detroit ("Detroit") in civil action no. 92-CV-76775 on June 28, 1993, in the amount of $8,093,865.02, for wastewater treatment services provided through March 29, 1993. The Court entered a second Judgment against Highland Park in favor of Detroit in civil action no. 94-CV-73135 on February 21, 1995 in the amount of $2,505,210.44 for wastewater treatment services provided from March 29, 1993 through November 29, 1994.

The Court further on October 19, 1994 issued a Writ of Mandamus requiring Highland Park to place the full amount of the June 28, 1993 Judgment on its next tax roll, and subsequently by Order dated December 22, 1994, denied Highland Park's post-judgment motion to set aside the Writ of Mandamus.

On January 12, 1995, Highland Park filed a Notice of Appeal from the Court's December 22, 1994 Order, being appeal no. 95-1076 in the U.S. Court of Appeals for the Sixth Circuit.

Chrysler Corporation ("Chrysler") was granted leave to intervene in civil action no. 92-CV-76775 by Order dated February 2, 1995.

On February 28, 1995, the Court entered a post-judgment Order For Satisfaction Of Judgments, requiring, among other things, Chrysler to pay directly to Detroit monies otherwise due to Highland Park under a certain Agreement between Chrysler and Highland Park dated December 1, 1993.

On March 24, 1995, Chrysler filed a Notice of Appeal with the U.S. Court of Appeals for the Sixth Circuit from the post-judgment Order For Satisfaction Of Judgment of the Court dated February 28, 1995, being appeal no. 95-1373, alleging among other things, that the Court's October 1994 Writ of Mandamus was unconstitutional and further that the Court's order requiring it to pay directly to Detroit the monies otherwise due to Highland Park under the December 1, 1993 agreement was unlawful.

The pending appeals in Court of Appeals case nos. 95-1076 and 95-1373 have been fully briefed and oral argument was held on December 5, 1995.

Detroit, Highland Park and Chrysler, having advised this Court and the U.S. Court of Appeals for the Sixth Circuit that they mutually desire to amicably resolve the disputes among and between them; having entered into a settlement agreement; having stipulated to the dismissal of the pending appeals and the entry of this Consent Judgment; and Highland Park, having adopted a composite water/wastewater rate increase applicable to service provided by Highland Park to its citizens in the composite amount of 44% on all bills rendered on or after July 1, 1996, the resulting water rate being $12.05 per kcf and the resulting wastewater rate being $22.66 per kcf; and the Court being duly advised in the premises;

NOW THEREFORE, IT IS ORDERED as follows:

1. Pursuant to the Stipulation of Dismissal and Disbursement of Escrow Funds entered by the U.S. Court of Appeals for the Sixth Circuit, and this Court's Order of Withdrawal and Closure of Escrow Account, $4.5 million of the funds currently being held by the U.S. District Court for the Eastern District of Michigan, Southern Division, shall be disbursed forthwith to the Board of Water Commissioners, City of Detroit, and the balance of said escrow account, plus any and all interest accrued thereon (less any fees authorized by the Judicial Conference of the United States), shall be disbursed forthwith to Highland Park.

2. The sum of $4.5 million to be received by Detroit from the U.S. District Court, shall be applied as follows:

(a) $701,665.05 shall be applied to satisfy arrears incurred by Highland Park to Detroit for the period December 1994 through March 1996;

(b) The balance thereof, or $3,798,335.95, shall be applied by Detroit toward satisfaction of the unpaid balance of the Judgments entered in favor of Detroit against Highland Park in civil actions nos. 92-CV 76775 and 94-CV-73135 referred to above.

3. Chrysler shall pay to Highland Park the sum of $2 million upon entry of this Amended Consent Judgment.

4. The Court's October 19, 1994, Writ of Mandamus shall be and hereby is set aside, and paragraphs 2 and 3 of the Court's February 28, 1995 Order For Satisfaction Of Judgments are likewise set aside.

5. (a) Highland Park shall maintain the existing escrow account at Omni Bank, account no. 651-000-127. Highland Park shall continue to deposit into said account, on a daily basis, through July 31, 1996, 55% of any and all amounts received by it in payment of bills for water or wastewater treatment services rendered by it to its customers. Beginning August 1, 1996 and thereafter, Highland Park shall deposit into said account, on a daily basis, 65% of any and all amounts received by it in payment of bills for water or wastewater treatment services rendered by it to its customers. Any and

all amounts so deposited shall be held in trust solely for the benefit of the City of Detroit and shall be paid over to the City of Detroit through its Detroit Water and Sewerage Department, on a monthly basis, on or before the 10th day of each month.

(b) Detroit shall first apply any and all amounts received by it from the above-referenced escrow account to satisfy or reduce any existing arrears and then to current services. In the event that any such payments by Highland Park to Detroit result in a surplus in excess of any arrears and current services, such surplus will be returned to Highland Park within 5 days of the end of the month in which such surplus was created.

6. Highland Park shall make the financial and accounting records of its Water and Sewerage Department, including bank statements from the above-referenced escrow account, available for inspection, review and copying by Detroit within 15 days after receipt of a written request for such inspection and review. Any inspection, review and copying shall be conducted by Detroit during normal business hours.

7. On or before June 18, 1996, Highland Park shall execute and deliver to Detroit a promissory note in the amount of $1 million, payable July 1, 1997 (the "Highland Park" Note). On or before June 18, 1996, Chrysler shall execute and deliver a promissory note to Highland Park in the amount of $1 million payable July 1, 1997 (the "Chrysler A Note"). On or before

June 18, 1996, Highland Park shall assign to Detroit all of its right, title and interest in the Chrysler A Note, which assignment shall have immediate effect. Detroit will accept such assignment in full and complete discharge of Highland Park's obligation to it under the Highland Park Note.

8. On or before June 18, 1996, Chrysler shall execute and deliver to Detroit a promissory note in the amount of $500,000 payable July 1, 1997 (the "Chrysler B Note"), and a promissory note in the amount of $1.5 million payable July 1, 1998 (the "Chrysler C Note").

9. Upon receipt by Detroit of $4.5 million from the Court Escrow as provided in paragraph 1 above, and receipt by Detroit of the Highland Park Note, the Chrysler B Note, the Chrysler C Note and the Assignment by Highland Park to Detroit of the Chrysler A Note, Detroit will file full and complete satisfactions of judgments in civil actions no. 92-CV-76775 and 94-CV-73135.

10. In the event that Highland Park fails to pay Detroit for current or future services, Detroit may take any action it deems necessary or appropriate to obtain and ensure payment for the same and to seek any further relief as may be appropriate under the circumstances.

IT IS SO ORDERED.

JOHN FEIKENS

U.S. DISTRICT COURT JUDGE

JUN 18 1996

A TRUE COPY
CLERK, U. S. DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
BY DEPUTY CLERK

6310rjm

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter "Agreement") is made this 18th day of June, 1996, among and between the CITY OF DETROIT, a municipal corporation, acting through its Board of Water Commissioners and the Detroit Water and Sewerage Department (hereinafter "Detroit"), the CITY OF HIGHLAND PARK, a municipal corporation (hereinafter "Highland Park"), and CHRYSLER CORPORATION, a Delaware corporation (hereinafter "Chrysler").

WHEREAS, Detroit provides sewage treatment and disposal services to Highland Park and its citizens, pursuant to a certain Sewage Service Contract dated June 8, 1983, in which Highland Park agreed, among other things, to pay Detroit for those services at such rates as Detroit may establish from time to time; and

WHEREAS, Chrysler and Highland Park entered into an agreement dated December 1, 1993, whereby Chrysler agreed to pay Highland Park $30 million in various installments and the last installment in the amount of $5 million is due on December 1, 1996; and

WHEREAS, on November 22, 1992, Detroit instituted suit against Highland Park in the U.S. District Court for the Eastern District of Michigan, Southern Division, in civil action no. 92-CV-76775 to recover arrears due from Highland Park to Detroit for sewage wastewater treatment services provided to Highland Park by Detroit; and

WHEREAS, Detroit obtained a Judgment against Highland Park in civil action no. 92-CV-76775 on June 28, 1993, in the amount of $8,093,865.02, for wastewater treatment services provided through March 29, 1993; and

WHEREAS, on August 12, 1994, Detroit instituted suit against Highland Park in the U.S. District Court for the Eastern District of Michigan, Southern Division, in civil action no. 94-CV-73135 to recover arrears due from Highland Park to Detroit for sewage wastewater treatment services provided to Highland Park by Detroit after March 29, 1993; and

WHEREAS, on October 19, 1994, the U.S. District Court, in civil action no. 92-CV-76775 issued a Writ of Mandamus requiring Highland Park to place the full amount of the June 28, 1993 Judgment on its next tax roll; and

WHEREAS, Highland Park filed a motion to set aside or, in the alternative, to reconsider the Writ of Mandamus entered on October 19, 1994, which was denied by Order of the District Court dated November 18, 1994; and

WHEREAS, Highland Park filed a motion to set aside the Judgment or the Writ of Mandamus under Rule 60(b)(6) and for an

evidentiary hearing on the merits which was denied by Order of the District Court dated December 22, 1994; and

WHEREAS, on January 12, 1995, Highland Park filed a Notice of Appeal from the December 22, 1994 order of the District Court denying Highland Park's post-judgment motion to set aside the Writ of Mandamus, being Appeal No. 95-1076 in the U.S. Court of Appeals for the Sixth Circuit; and

WHEREAS, Chrysler was granted leave to intervene in civil action no. 92-CV-76775 by Order of the District Court dated February 2, 1995; and

WHEREAS, Detroit obtained a second Judgment against Highland Park in civil action no. 94-CV-73135, on February 21, 1995, in the amount of $2,505,210.44 for wastewater treatment services provided through November 1994; and

WHEREAS, on February 28, 1995, the District Court entered a post-judgment Order For Satisfaction Of Judgments, requiring, among other things, that Highland Park pay to Detroit the amount of $1,800,000 within one week from the date of the order and that Chrysler pay directly to Detroit monies otherwise due to Highland Park under a certain agreement between Chrysler and Highland Park dated December 1, 1993; and

WHEREAS, pursuant to the District Court's February 28, 1995 Order For Satisfaction Of Judgments, Highland Park paid to Detroit $1,800,000 on March 7, 1995; and

WHEREAS, on March 24, 1995, Chrysler filed a Notice of Appeal with the U.S. Court of Appeals for the Sixth Circuit

from the post-judgment Order For Satisfaction Of Judgment of the District Court dated February 28, 1995, being appeal no. 95-1373, alleging among other things, that the District Court's October 19, 1994 Writ of Mandamus was unconstitutional and further that the District Court's order requiring it to pay directly to Detroit the monies otherwise due to Highland Park under the December 1, 1993 agreement was unlawful; and

WHEREAS, Detroit maintains and has maintained that the October 19, 1994 Writ of Mandamus and the February 28, 1995 Order For Satisfaction of Judgments issued by the District Court are lawful, valid orders binding upon both Highland Park and Chrysler and should be affirmed by the U.S. Court of Appeals for the Sixth Circuit; and

WHEREAS, during the pendency of the above-described appeals, the U.S. Court of Appeals for the Sixth Circuit entered an amended order on November 30, 1995, granting a motion by Highland Park and Chrysler to stay that portion of the district court's post-judgment order requiring Chrysler to make direct payment to Detroit monies Chrysler owed Highland Park on the condition that the payments be placed in an escrow account, provided further that alternatively, on the agreement of the parties, the money may be deposited with the Clerk of the U.S. District Court, Eastern District of Michigan, Southern Division (the "Court Escrow"); and

WHEREAS, pursuant to the above-described November 30, 1995 Order of the U.S. Court of Appeals for the Sixth Circuit,

and with the agreement of the parties, Chrysler has paid into the Court Escrow the sum of $8 million, otherwise due to Highland Park under the December 1, 1993 Agreement between them; and

WHEREAS, the above appeals have been briefed by the parties and oral argument has been heard by the U.S. Court of Appeals for the Sixth Circuit on December 5, 1995; and

WHEREAS, during the pendency of the above-referenced appeals, Highland Park has fallen further into arrears for wastewater treatment services provided by Detroit from December 1994 through the service month of March 1996 (after credit for a payment of $146,817.76 received by Detroit in May, 1996), in the amount of $701,665.05; and

WHEREAS, Detroit, Highland Park and Chrysler mutually desire to amicably resolve the disputes among and between them; to avoid the delays and uncertainties attendant upon further protracted, burdensome and costly litigation; and to provide a means by which Highland Park will be able to satisfy its current and future obligations to Detroit for wastewater treatment services; and

WHEREAS, Chrysler, in order to avoid the risks inherent in litigation and in furtherance of its real estate interests in Highland Park, will (1) provide an advance payment of $2 million on or before June 18, 1996 to Highland Park; (2) stagger payment to Highland Park of the remaining $3 million (both of which payments are due pursuant to the 1993 Agreement between Chrysler

and Highland); and (3) pay $2 million to Detroit not otherwise due or payable to Highland Park.

NOW THEREFORE, it is mutually agreed as follows:

1. (a) Highland Park will adopt a water/wastewater rate increase applicable to service provided by Highland Park to its customers in the amount of 14% and 68%, respectively, or a composite increase of 44%. The resulting water rate will be $12.05 per kcf and resulting wastewater rate will be $22.66 per kcf. The rate increase will be effective July 1, 1996 on all bills rendered on or after August 1, 1996. As a condition precedent to Detroit's acceptance of this settlement agreement, Highland Park shall provide Detroit with a certified copy of the City Council resolution enacting such rate increase.

(b) Highland Park further covenants to take whatever further lawful measures that may be necessary to meet timely its obligations to Detroit under the terms of the June 8, 1983 Sewage Service Contract between them.

2. Chrysler shall pay to Highland Park the sum of $2 million on or before June 18, 1996.

3. On or before June 18, 1996, Highland Park shall enter into a Stipulation, in the U.S. Court of Appeals for the Sixth Circuit, with Detroit and Chrysler, to dismiss the appeals pending in that Court and to obtain an order providing that $4.5 million of the funds currently being held in the Court Escrow by the United States District for the Eastern District of Michigan, Southern Division, pursuant to the Court's November 30, 1995 Order, be disbursed to Detroit, and that the

balance of the Court Escrow, plus any and all interest accrued thereon (less any fees authorized by the Judicial Conference of the United States), be disbursed to Highland Park.

4. The sum of $4.5 million to be received by Detroit from the U.S. District Court, shall be applied as follows:

(a) $701,665.05 shall be applied to satisfy arrears incurred by Highland Park to Detroit for the period December 1994 through March 1996;

(b) The balance thereof, or $3,798,335.95, shall be applied by Detroit toward satisfaction of the unpaid balance of the Judgments entered in favor of Detroit against Highland Park in civil actions nos. 92-CV-76775 and 94-CV-73135 referred to above.

5. (a) The parties will further stipulate to the entry of an Amended Consent Judgment, in the form and content attached hereto, and entry of an Order of Withdrawal and Closure of Escrow Account, in the U.S. District Court.

(b) The mutual rights and obligations of the parties to this Settlement Agreement are contractual and not a mere recital, and shall remain in full force and effect, notwithstanding entry of the Consent Judgment.

6. (a) Highland Park shall maintain the existing escrow account at Omni Bank, account no. 651-000-127. Highland Park shall continue to deposit into said account, on a daily basis, through July 31, 1996, 55% of any and all amounts received by it in payment of bills for water or wastewater treatment services rendered by it to its customers. Beginning

August 1, 1996 and thereafter, Highland Park shall deposit into said account, on a daily basis, 65% of any and all amounts received by it in payment of bills for water or wastewater treatment services rendered by it to its customers. Any and all amounts so deposited shall be held in trust solely for the benefit of the City of Detroit and shall be paid over to the City of Detroit through its Detroit Water and Sewerage Department, on a monthly basis, on or before the 10th day of each month.

(b) Highland Park shall make the financial and accounting records of its Water and Sewerage Department, including bank statements from the above-referenced escrow account, available for inspection, review and copying by Detroit within 15 days after receipt of a written request for such inspection and review. Any inspection, review and copying shall be conducted by Detroit during normal business hours.

(c) Detroit shall first apply any and all amounts received by it from the above-referenced escrow account to satisfy or reduce any existing arrears and then to current services. In the event that any such payments by Highland Park to Detroit result in a surplus in excess of any arrears and current services, such surplus will be returned to Highland Park within 5 days of the end of the month in which such surplus was created.

7. On or before June 18, 1996, Highland Park shall execute and deliver to Detroit a promissory note in the amount

of $1 million, payable July 1, 1997 (the "Highland Park" Note). On or before June 18, 1996, Chrysler shall execute and deliver a promissory note to Highland Park in the amount of $1 million payable July 1, 1997 (the "Chrysler A Note"). On or before June 18, 1996, Highland Park shall assign to Detroit all of its right, title and interest in the Chrysler A Note, which assignment shall have immediate effect. Detroit will accept such assignment in full and complete discharge of Highland Park's obligation to it under the Highland Park Note.

8. On or before June 18, 1996, Chrysler shall execute and deliver to Detroit a promissory note in the amount of $500,000 payable July 1, 1997 (the "Chrysler B Note"), and a promissory note in the amount of $1.5 million payable July 1, 1998 (the "Chrysler C Note").

9. Upon receipt by Detroit of $4.5 million from the Court Escrow as provided in paragraphs 3 and 4 above, and receipt by Detroit of the Highland Park Note, the Assignment by Highland Park to Detroit of the Chrysler A Note, the Chrysler B Note and the Chrysler C Note, Detroit will file full and complete satisfactions of judgments in civil actions no. 92-CV-76775 and 94-CV-73135.

10. All written notices or other communications concerning the Settlement Agreement shall be delivered or mailed to the following addresses:

(1) Highland Park:

City Clerk
City of Highland Park
3 Gerald Avenue
Highland Park, Michigan 48203

(2) Detroit:

Detroit Board of Water
Commissioners
506 Water Board Building
735 Randolph Street
Detroit, Michigan 48226

(3) Chrysler:

Office of the General Counsel
Automotive Legal Affairs
1000 Chrysler Drive
Auburn Hills, Michigan 48326

11. In the event that Highland Park fails to pay Detroit for current or future services, Detroit may take any action it deems necessary or appropriate to obtain and ensure payment for the same and to seek any further relief as may be appropriate under the circumstances.

12. (a) This Settlement Agreement shall take effect upon: its execution by the Director of the Detroit Water and Sewerage Department on behalf of the City of Detroit; the Honorable Linsey Porter, Mayor of the City of Highland Park; an authorized representative of Chrysler; approval by the Board of Water Commissioners and the City Council of the City of Detroit; approval by the City Council of the City of Highland Park; entry of the Amended Consent Judgment referred to in paragraph 5 above; receipt by Detroit of the monies referred to in paragraphs 3 and 4 above; and execution and delivery of the promissory notes and assignment referred to in paragraphs 7 and 8 above.

(b) The approval of this Settlement Agreement by the Board of Water Commissioners and the City Council of the City of Detroit shall be obtained on or before June 12, 1996. Detroit will provide to Highland Park a certified copy of the

resolution of the Board of Water Commissioners and the City Council approving this Settlement Agreement on or before June 17, 1996.

(c) The approval of this Settlement Agreement by the City Council of the City of Highland Park shall be obtained on or before June 17, 1996. Highland Park will provide to Detroit a certified copy of the resolution of its City Council approving this Settlement Agreement on or before June 18, 1996.

IN WITNESS WHEREOF, this Agreement has been executed on the date first above written.

CITY OF DETROIT, a municipal corporation

By: Stephen L. Gorden
STEPHEN GORDEN

Its: Director, Detroit Water and Sewerage Department

CITY OF HIGHLAND PARK, a municipal corporation

By: Linsey Porter
LINSEY PORTER

Its: MAYOR

CHRYSLER CORPORATION, a Delaware corporation

By: W. Frank Fountain
W. FRANK FOUNTAIN

Its: Vice President Government Affairs

CITY OF HIGHLAND PARK, a municipal corporation

By: Thatti L. Carter

Its: CITY CLERK

6273

RESOLUTION

MOVED BY Councilwoman Omar

SUPPORTED BY Councilman Ross

WHEREAS, the City of Detroit, Highland Park and Chrysler Corporation have entered into a tentative agreement to settle an action currently pending in the U.S. Court of Appeals 6th Circuit , known as case numbers 92-CV-76775 and 94-CV-73135; and

WHEREAS, this agreement will work in the best interests of Highland Park as it will reduce the judgment amounts with interest, to a total of $7.5 million dollars; and.

WHEREAS, the judgment will also include arrears billed from December 1994 through March 1996; and therefore will provide Highland Park an avenue to satisfy its current and future obligations to Detroit for waste water treatment services; and

WHEREAS, Council has previously provided the City administration with the authority to settle the lawsuit for $7.5 million dollars,

WHEREAS, the settlement agreement calls for payments to Detroit in amounts of $4.5 million dollars to be paid in 1996: $1.5 million dollars to be paid by July 1 1997: and $1.5 million dollars to be paid by July 1,1998:

NOW THEREFORE BE IT RESOLVED that we re-affirm, adopt, approve, and ratify the settlement between Highland Park, Chrysler and Detroit for $7.5 million dollars to be paid to Detroit, according to the terms set forth and agreed to in the settlement agreement.

BE IT FURTHER RESOLVED that pursuant to the appropriate Highland Park City Charter provisions, we re-affirm our grant of authority to the City to enter into and execute all necessary documents, instruments, notes, etc. to perfect this settlement. Reconsideration is waived.

YEAS -5-

NAYS -0-

ABSTENTIONS -0-

STATE OF MICHIGAN }
COUNTY OF WAYNE } ss.
CITY OF HIGHLAND PARK }

I, Hattie Carter, Clerk of the City of Highland Park, do hereby certify that the annexed is a true copy of: a resolution passed by the Highland Park City Council at their Regular Meeting held on Monday, June 17, 1996

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 therefrom 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 17th day of June 1996

Hattie Carter
CITY CLERK

TRUE COPY CERTIFICATE

Form C of D—16-CE

STATE OF MICHIGAN, } ss.
City of Detroit }

CITY CLERK'S OFFICE, DETROIT

I, Jackie L. Currie, City Clerk of the City of Detroit, in said State, do hereby certify that the annexed paper is a TRUE COPY OF Resolution adopted (passed) by the City Council at session of June 12, 19 96 and approved by Mayor June 17, 19 96 as appears from the Journal of said City Council in the office of the City Clerk of Detroit, aforesaid; that I have compared the same with the original, and the same is a correct transcript therefrom, and of the whole of such original.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City, at Detroit, this Fourteenth day of June A. D. 19 96.

Jackie L. Currie
CITY CLERK

Law Department

June 12, 1990

Honorable City Council:

Re. City of Detroit vs. Highland Park, Civil Action No. 92-CV-76775, City of Detroit vs. Highland Park, Civil Action No. 94-CV-73135, United States District Court for the Eastern District of Michigan, Southern Division.

We have reviewed the merits and proposals for resolution of the above-captioned lawsuits, the facts and particulars of which have been set forth in a confidential settlement memorandum previously distributed to your offices and discussed with your Honorable Body in closed session of Friday, June 7, 1990. From this review it is our considered opinion and recommendation that settlement of both actions, requiring payment to the City of Detroit ("City") of Seven Million Five Hundred Thousand and No/100 Dollars ($7,500,000.00), providing for other valuable consideration to the City and requiring performance of specified conditions precedent as set forth in the Settlement Agreement, is in the best interest of the City.

We therefore request that your Honorable Body authorize settlement of the above-captioned lawsuits requiring payment to the City of Seven Million Five Hundred Thousand and No/100 Dollars ($7,500,000.00), providing for other valuable consideration to the City and requiring performance of specified conditions precedent as set forth in the Settlement Agreement; authorize the City to accept payment of the settlement amount in accordance with the Settlement Agreement approved by the Corporation Counsel; and grant authority to the Corporation Counsel and the Water and Sewerage Department through its Director to execute the Settlement Agreement, to execute any and all necessary documents and to take all necessary actions in the United States District Court for the Eastern District of Michigan, Southern Division and the United States Court of Appeals for the Sixth Circuit in furtherance of this settlement, including but not limited to execution of appropriate stipulations for release of court escrow funds and for entry of a consent judgment consistent with the Settlement Agreement, and filing of satisfactions of judgments in the above-captioned lawsuits.

In addition, in view of the scheduled June 18, 1990 closing date for the settlement transaction, a waiver of reconsideration of the proposed resolution is requested.

Respectfully submitted,
PHYLLIS A. JAMES
Corporation Counsel

By Council Member Ravitz:

Be It Hereby Resolved, That in accordance with the terms of a Settlement Agreement approved by the Corporation Counsel, the City of Detroit is hereby authorized to accept payment in the amount of Seven Million Five Hundred Thousand and No/100 Dollars ~~($7,500,000.00)~~ and other specified valuable consideration in full settlement of all claims made by the City of Detroit in the cases of City of Detroit vs. Highland Park, Civil Action No. 92-CV-76775, and City of Detroit vs. Highland Park, Civil Action No. 94-CV-73135, United States District Court for the Eastern District of Michigan, Southern Division.

7,500,000.00 pltd.

Be It Further Resolved, That the Corporation Counsel and the Water and Sewerage Department through its Director are authorized to execute a Settlement Agreement approved by the Corporation Counsel resolving the above-referenced lawsuits, and are authorized to execute any and all necessary documents and to take all necessary actions in the United States District Court for the Eastern District of Michigan, Southern Division and the United States Court of Appeals for the Sixth Circuit, in furtherance of this settlement, including entry into appropriate stipulations for release of court escrow funds and for entry of a consent judgment consistent with the Settlement Agreement, and filing of satisfactions of judgments in the above-captioned lawsuits.

Be It Further Resolved, That a waiver of reconsideration is adopted.

Adopted as follows:

Yeas — Council Members Cleveland, Cockrel, Everett, Hill, Ravitz, Scott, Tinsley-Williams, and President Mahaffey — 8.

Nays — None.

*WAIVER OF RECONSIDERATION (No. 5), per Motions before Adjournment.

APPROVED

JUN 17 1990

MAYOR

NEW ISSUE--BOOK-ENTRY ONLY **See "RATINGS" herein.**

In the opinion of Bond Counsel, subject to compliance with certain covenants, under existing law and except as described under "TAX MATTERS" herein, interest on the Series 2020 Bonds is ***not*** *excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended. The Series 2020 Bonds and the interest thereon are exempt from taxation by the State of Michigan or by any taxing authority within the State of Michigan, except estate taxes and taxes on gains realized from the sale, payment or other disposition of the Series 2020 Bonds. See "TAX MATTERS."*

$687,455,000
GREAT LAKES WATER AUTHORITY
Sewage Disposal System Revenue Refunding Bonds
Series 2020 (Federally Taxable)

$594,930,000
Sewage Disposal System Revenue Refunding Senior Lien Bonds
Series 2020A (Federally Taxable)

$92,525,000
Sewage Disposal System Revenue Refunding Second Lien Bonds
Series 2020B (Federally Taxable)

Dated: Date of Delivery **Due as shown on inside cover page**

The Sewage Disposal System Revenue Refunding Bonds set forth above (the "Series 2020 Bonds") will be issued by the Great Lakes Water Authority (the "Authority" or "GLWA") pursuant to the Bond Ordinance (as defined herein) of the Authority to (i) refund certain Refunded Bonds (as defined herein) and (ii) pay certain costs of issuance of the Series 2020 Bonds. The Series 2020 Bonds are payable from the Pledged Assets (as defined herein) pledged as security therefor under the Bond Ordinance. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2020 BONDS."

The Authority operates the regional water supply and sewage disposal systems previously operated by the City of Detroit (the "City"). The Authority assumed all of the outstanding debt of the City relating to the regional and local water supply and sewage disposal systems and acquired all of the revenues of those systems as of January 1, 2016. See "THE GREAT LAKES WATER AUTHORITY."

The Series 2020 Bonds will be issued in fully registered form in denominations of $5,000 or any integral multiple thereof and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository for the Series 2020 Bonds. Bondholders will not receive certificates representing their ownership interest in the Series 2020 Bonds purchased. See "THE SERIES 2020 BONDS - Book-Entry-Only System."

The Series 2020 Bonds will bear interest at the rates and mature on the dates as set forth on the inside cover hereof. Interest on the Series 2020 Bonds will accrue from the date of delivery thereof and will be payable January 1 and July 1, commencing January 1, 2021.

The Series 2020 Bonds are subject to optional and mandatory redemption prior to maturity. See "THE SERIES 2020 BONDS – Optional Redemption" and "- Mandatory Redemption."

The Trustee for the Series 2020 Bonds is U.S. Bank National Association.

The scheduled payment of principal of and interest on the Series 2020B Bonds maturing on July 1, 2036 and July 1, 2044 (the "Insured Bonds") when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Insured Bonds by Assured Guaranty Municipal Corp.

The Series 2020 Bonds are issued under Act 233 and Act 94 (each as defined herein). The Series 2020 Bonds are not a general obligation of the Authority and do not constitute indebtedness of the Authority within any constitutional or statutory limitation, but are payable, both as to principal and interest solely from the Pledged Assets of the Sewer System (as defined herein). The payment of the principal of and interest on the Series 2020 Bonds is secured by a statutory lien on the Pledged Assets as described herein.

By purchasing the Series 2020 Bonds, the original and all subsequent purchasers of the Series 2020 Bonds shall be deemed to have consented to the Reserve Fund Amendment (as defined herein). See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2020 BONDS – Reserve Fund Amendment."

The Series 2020 Bonds are offered when, as and if issued by the Authority and received by the Underwriters, subject to prior sale, withdrawal or modification of the offer without notice, and subject to approval of legality by Bond Counsel to the Authority, Dickinson Wright PLLC, Detroit, Michigan. Certain legal matters will be passed upon by Kutak Rock LLP, Washington, D.C., counsel to the Underwriters. It is expected that the Series 2020 Bonds in book-entry form will be available for delivery against payment therefor through the facilities of The Depository Trust Company ("DTC") on or about June 16, 2020.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

Citigroup **Siebert Williams Shank & Co., LLC**

Goldman Sachs and Co. LLC **J.P. Morgan** **Morgan Stanley**

Ramirez & Co., Inc. **Wells Fargo Securities**

Dated: June 4, 2020

Wholesale Sewage Treatment Contracts

Wholesale Customers	Total Billed Revenue FY 2019 (1)	Contract Date	Term of Contract
Oakland Macomb Interceptor District	$ 77,533,200	2009	30 Years
Wayne County- Rouge Valley	53,761,200	1961	*(3) (6)*
Oakland County- George W. Kuhn Drain	44,972,400	1962	*(3) (6)*
Oakland County- Evergreen Farmington Dist.	34,578,000	1958	*(3)*
Southeast Macomb Sanitary District	24,672,000	1961	*(3)*
Dearborn	19,372,800	2015	30 Years
Highland Park (2)	5,614,800	N/A (5)	*(3)*
Hamtramck	3,962,400	2014	30 Years
Grosse Pointe Farms	2,727,600	1941	*(4)*
Grosse Pointe Park	1,801,200	2014	30 Years
Melvindale	1,522,800	2014	30 Years
Farmington	1,143,600	2014	30 Years
Center Line	1,027,200	2014	30 Years
Grosse Pointe	889,200	2014	30 Years
Allen Park	847,200	2015	30 Years
Harper Woods	218,400	2014	30 Years
Redford Township	260,400	2014	30 Years
Wayne County # 3	49,200	1950	*(3)*

(1) Billed Revenue does not include surcharges to wholesale area industrial users for pollutant discharges in excess of the local ordinance limits or Industrial Waste Control charges.

(2) Account currently showing delinquent balance.

(3) Minimum term expired, automatic renewal may be canceled with one year's notice.

(4) Duration is indefinite with no initial term. Contracts with indifinite terms are generally terminable either by mutual consent or within a specified period after a notice of termination has been given.

(5) 1982 Amendment indicates that the parties are guided in their legal relationship by a Michigan Supreme Court decision from 1949.

(6) Contract indicates that the renewal is by mutual agreement of the parties. Although no formal written renewal is in place, the parties' course of conduct has been to recognize the continuing enforceability of the contract.

Service Charges to Customers

The Authority's service charges to wholesale customers and the Authority's allocated annual revenue requirement to Retail Sewer Customers under the Water and Sewer Services Agreement are reviewed and adjusted annually. Effective with Fiscal Year 2015, the wholesale service charge methodology was modified to consist entirely of fixed monthly charges and to stabilize relative customer cost responsibility for multiple year service charge periods. These modifications were implemented as part of a "Rate Simplification Initiative" effective with the Fiscal Year 2015 service charges and had the effect of stabilizing revenue levels. Since the implementation of the initiative, billed revenues have been equal to budgeted levels. See APPENDIX I – FEASIBILITY CONSULTANT'S REPORT – "Rate Simplification Initiative."

To the extent that there is bad debt expense among the wholesale customer class, it is charged to other suburban wholesale customers. The calculation includes both a true-up of actual experience through the previous fiscal year and an estimate for the current and upcoming fiscal year. For several years one

Summary of Historical Sewer System Receipts and Disbursements
For Fiscal Years 2017-2019 ($)

		2017	2018	2019
	Master Bond Ordinance (Cash) Basis			
	Receipts			
1	Wholesale System Receipts	281,528,551	294,503,834	281,485,522
2	Wholesale System Receipts - Detroit Customers	187,304,100	178,969,200	181,159,300
3	Wholesale System Receipts from Charges	468,832,651	473,473,034	462,644,822
4	Investment Earnings - Regional System	1,384,225	4,022,582	9,592,270
5	Regional System Receipts	470,216,876	477,495,616	472,237,092
6	Local Retail System Receipts *(a)*	43,553,820	60,314,828	82,349,510
7	**Total Receipts**	**513,770,696**	**537,810,444**	**554,586,602**
8	Transfers to O&M Funds (b)	228,201,094	246,812,304	242,346,992
9	Net Revenues	285,569,602	290,998,140	312,239,610
	Debt Service Requirements			
10	Senior Lien Bonds	140,854,000	141,718,836	145,795,507
11	Senior and Second Lien Bonds	188,772,600	185,708,936	189,718,107
12	All Bonds, Including SRF Junior Lien	234,554,800	232,280,832	239,172,263
13	Revenues Remaining After Debt Service	51,014,802	58,717,308	73,067,347
14	Transfers to Pension Obligation Payment Fund	14,534,238	15,185,399	14,687,492
15	Transfers to WRAP Fund	2,654,400	2,898,504	2,870,992
16	Lease Payment to Local I&E Account	27,500,000	18,333,336	23,085,004
17	Net Available for Other Purposes	6,326,164	22,300,069	32,423,859
	Debt Service Coverage (c)			
18	Senior Lien Bonds	2.03	2.05	2.14
19	Senior and Second Lien Bonds	1.51	1.57	1.65
20	All Bonds, Including SRF Junior Lien	1.22	1.25	1.31

(a) Net of wholesale portion reported on Line 2

(b)	*Transfers to O&M Funds*			
21	*Net Transfers to GLWA O&M Account*	*172,965,094*	*172,614,312*	*171,899,072*
22	*Transfers to DWSD O&M Account*	*41,535,600*	*60,517,992*	*56,767,920*
23	*Subtotal O&M Transfers*	*214,500,694*	*233,132,304*	*228,666,992*
24	*Transfers to Pension Obligation O&M Fund*	*13,700,400*	*13,680,000*	*13,680,000*
25	*Total O&M for* ***Net Revenues***	*228,201,094*	*246,812,304*	*242,346,992*

(c) Computed consistent with Rate Covenant basis for rate determination purposes. Not applicable for purposes of Additional Bonds Test calculations.

SOURCE: GLWA

Fiscal Years 2017-2019 Operations

The following information summarizes the financial operations of the Sewer System in Fiscal Years 2017 through 2019.

into the sewer system, or the runoff into the combined sewer system, of wet weather flows. The volatility of wet weather events can dramatically affect the level of flow received at the WRRF, irrespective of population levels or water use patterns.

Prior to the Rate Simplification Initiative (as defined herein), the billed wastewater volumes for wholesale customers were affected by wet weather events because billed volumes for the majority of these customers were based on metered wastewater volumes. These customers are no longer billed based on wastewater volumes. Under the now-fully implemented Rate Simplification Initiative, bills are issued in equal monthly amounts, regardless of metered wastewater contributions. The Authority continues to meter and monitor contributed wastewater volumes from these customers, in order to understand flows in the system and to collect data for future cost allocation analyses. Billed volumes for Retail Sewer Customers are based on metered water volumes. The following table shows treated and estimated wastewater volumes from Customers during Fiscal Years 2017 to 2019.

Regional Sewer System
Treated and Metered Wastewater Volumes

Fiscal Year	Total Wastewater Treated	Suburban Wholesale Customers (a)	Detroit Local System Customers (b)	Total
	Mg	*mg*	*mg*	*mg*
2017	254,400	105,500	19,200	124,700
2018	235,600	119,400	19,500	138,900
2019	249,500	124,800	21,200	146,000

mg= million gallons

(a) Primarily metered wastewater volumes, but also includes water sales volumes for some customers whose wastewater is not metered. Volumes reflect measured and monitored wastewater flow.

(b) Reported water sales to retail customers

THE MASTER PLAN AND THE CAPITAL IMPROVEMENT PLAN

Regional Wastewater System Master Plan

The Comprehensive Regional Wastewater Master Plan (the "Wastewater Master Plan"), developed through a collaborative planning process with stakeholders from April 2017 to September 2019, is GLWA's strategy for providing wastewater services to its member communities over the next 40 years (2020 to 2060). GLWA and its member partners will begin implementing the Wastewater Master Plan in 2020.

The Wastewater Master Plan started with identifying five key outcomes:

1. Protect public health and safety;

2. Preserve natural resources and a healthy environment;

3. Maintain reliable, high-quality service;

4. Assure value of investment; and

5. Contribute to economic prosperity.