

**ORIGINAL**

State of Michigan  
In The Court of Claims

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City of Detroit,

Plaintiff,

v.

Case No. 12-26 MK  
Hon. WILLIAM E. COLLETTE

State of Michigan, State of Michigan Department  
of Treasury, and Andy Dillon, in his capacity as  
State Treasurer

Defendants.

---

Krystal A. Crittendon P-49981  
Corporation Counsel - City of Detroit  
James D. Nosedá P-52563  
City of Detroit Law Department  
Attorneys for City of Detroit  
660 Woodward Avenue, Suite 1650  
Detroit, MI 48226-3535  
(313) 237-3031 / 3057

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**Verified Complaint For Declaratory And Injunctive Relief**

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this complaint or pending in this Court, nor has any such action been previously filed and dismissed after having been assigned to a judge.

Plaintiff, the City of Detroit, for its complaint seeking declaratory relief, and a permanent injunction based upon the declaratory relief sought herein, says:

**Parties, Venue, and Jurisdiction**

1. The City of Detroit (hereinafter "the City") is a Michigan municipal corporation located in Wayne County.

2. The City of Detroit is a home rule city organized under PA 279 of 1909, as amended, the Home Rule City Act, MCL 117.1 et seq. (hereinafter "Act 279"). The City of Detroit has comprehensive home rule power under the State Constitution of 1963, Act 279 and the 2012 Charter of the City of Detroit (hereinafter the "2012 Detroit Charter"), subject to the limitations on the exercise of that power contained in the Constitution, Charter, or imposed by statute.

3. Defendant State of Michigan (hereinafter "the State") is a body politic, and includes its departments, agencies, boards, and commissions. Defendant State of Michigan Department of Treasury (hereinafter "the Treasury Department"), is a principal department of the state government under Section 3 of Article V of the State Constitution of 1963.

4. Defendant Andy Dillon (hereinafter "Dillon") is the State Treasurer appointed by the Governor with the advise and consent of the Michigan senate. Dillon serves as the head of the Treasury Department.

5. Venue and jurisdiction are proper in this Court because plaintiff seeks declaratory and injunctive relief as to a purported contract between the City and the State.

#### **General Allegations**

6. On or about April 9, 2012, the City and the State purported to enter into a contract entitled "Financial Stability Agreement" (hereinafter "the Contract"). A copy of the Contract is attached as Exhibit A and made a part hereof. The Contract was signed by Andy Dillon for the Treasury Department and as the State Financial Authority, by State of Michigan Governor Richard D. Snyder, by City of Detroit Mayor Dave Bing, by City of Detroit Deputy Mayor Kirk Lewis acting for Mayor Dave Bing, and by members of the Financial Review Team for the City

of Detroit. On April 4, 2011, the Contract was approved by a resolution adopted by the Detroit City Council.

7. The Contract states that it is made under the “comprehensive home rule and other powers, privileges and authority of the City to enter into contracts on matters of municipal concern including, but not limited to, under Act 279, the Charter, and other applicable law . . .”

8. Under Section 5(f) of the Home Rule City Act, MCL 117.5(f), the City “does not have the power . . . [t]o make a contract with, or give an official position to, one who is in default.”

9. Section 2-113 of the 2012 Detroit Charter provides: “The City of Detroit, through its executive branch departments and legislative branch agencies, is prohibited from making a contract with, or giving an official position to, one who is in default to the City.”

10. The phrase “in default to the city” used in section 5(f) of the Home Rule City Act and section 2-113 of the 2012 Detroit City Charter, prohibits the City from making a contract with another person or entity if, at the point in time the contract is to be made or given, the other contracting party has failed to meet a financial, contractual, or other obligation to the City, which includes but is not limited to past due utility charges, fines, and other debts.

11. The City lacks the power to make a contract with the State if at the time the contract is made the State is in default to the City.

12. On and prior to April 1, 2012, the State was in default to the City.

13. As shown in part by the documents attached as Group Exhibit D, on and prior to April 1, 2012, the State was in default to the City on financial, contractual, and other obligations including, but not limited to:

- a. \$39,730.58 past due on invoices for electrical services to the State of Michigan Department of Natural Resources and the Michigan Department of Transportation (Exhibit D1);
- b. \$1,225.00 for delinquent parking violations for vehicles registered to the State of Michigan (Exhibit D2);
- c. \$1,395,377.10 past due on invoices to the State of Michigan Department of Natural Resources and the Michigan Department of Transportation (Exhibit D3);
- d. \$4,723,926.65 in unpaid charges for water and sewerage service at the State of Michigan Fairgrounds (Exhibit D4);
- e. \$267,946.76 owed for the drainage of state highways (Exhibit D5); and
- f. Revenue sharing monies owed by the State to the City in the amount of \$224,000,000.00, as was admitted to by Andy Dillon in January of 2012.

#### **Count I – Claim For Declaratory Relief**

- 14. Plaintiff adopts by reference the allegations of paragraphs 6 through 13a-f.
- 15. A dispute has arisen between plaintiff and defendants as to the existence of a valid contract between the parties.
- 16. There is no valid contract between the parties because, on or before the date when the Contract was made, the State was in default to the City. The plaintiff's position in that regard is set forth in the letters sent to Andy Dillon and Governor Snyder, copies of which are attached as Group Exhibit B.
- 17. Defendants contend that the State is not in default on any obligation to the City, and that even if it were, the Financial Stability Agreement is valid and enforceable. The defendants'

position in that regard is set forth in a letter sent by Andy Dillon, a copy of which is attached as Exhibit C.

18. The Financial Stability Agreement imposes numerous costly and time consuming operational and financial obligations on the City, some of which have been implemented, and more of which are due to occur in the near future.

19. Based upon the uncertain validity or effect of the Contract, the Detroit City Council has voted to suspend any actions to be taken thereunder by the City Council until the question of the Contract's validity has been resolved. A majority of the City Council does not want to take actions that will affect the health, safety, and welfare of Detroit's citizens under a Contract that is void, unenforceable, or violates Section 2-113 of the 2012 Detroit City Charter.

20. An actual and existing controversy exists between the plaintiff and the defendants as to their legal relations in respect to the Contract. A declaratory judgment is necessary to guide the plaintiff's future conduct and in order to preserve the plaintiff's legal rights.

21. For the reasons set forth above, plaintiff seeks a declaratory judgment that the Contract is void and of no effect whatsoever, or such other relief as the Court deems just and appropriate.

#### **Count II - Injunctive Relief**

22. Plaintiff adopts by reference the allegations of paragraphs 6 through 21.

23. Should the Court grant plaintiff declaratory relief, and to the extent that it may be necessary, plaintiff seeks a permanent injunction restraining the defendants from taking any action contrary to the declaration of rights sought by the plaintiff.

24. If the Court finds that the Contract is void or otherwise unenforceable, the City of Detroit will suffer immediate and irreparable harm if the defendants or any officer or agency of the State of Michigan seeks to enforce, pursue, or otherwise take action under the Contract.

25. In order to ensure that complete and effective relief is afforded to the plaintiff, and should the Court grant plaintiff's request for declaratory judgment, the public interest would be served by issuance of a permanent injunction granting such relief as the Court deems just and necessary to effectuate the declaratory relief granted.

Wherefore, the plaintiff prays that this Honorable Court will declare the rights and responsibilities of the parties hereto and issue a declaratory judgment that the Financial Stability Agreement is void ab initio and unenforceable because the State of Michigan was in default to the City of Detroit at the time that the Contract purportedly was made or entered into.

Plaintiff further prays that upon making the foregoing declaration, but only to the extent that it may be necessary, that the Court permanently enjoin the defendants from taking any actions to enforce or pursue any terms, claims, rights, or other obligations under the Financial Stability Agreement.

City of Detroit

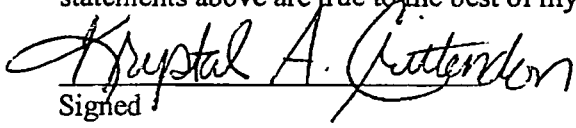
By: \_\_\_\_\_

James D. Nosedá P-52563

Dated: May 31, 2012

**Verification**

I, Krystal A. Crittendon, Corporation Counsel for the City of Detroit, declare that the statements above are true to the best of my knowledge, information and belief.

  
Signed:

Dated: 5-31-12



CITY OF DETROIT  
LAW DEPARTMENT

KRYSTAL A. CRITTENDOI  
CORPORATION COUNSEL  
DIRECT DIAL 313-237-3031  
E-MAIL: CRITK@DETROITMI.GOV

FIRST NATIONAL BUILDING  
660 WOODWARD AVENUE, SUITE 1650  
DETROIT, MICHIGAN 48226-3535  
PHONE 313-224-4550 TTY:311  
FAX 313-224-5505  
WWW.DETROITMI.GOV

May 11, 2012

Via Facsimile and Certified U.S. Mail

Hon. Richard D. Snyder  
Governor, State of Michigan  
George W. Romney Building  
111 S. Capitol Avenue  
Lansing, Michigan 48933

RE: Financial Stability Agreement Between the State of Michigan and the City of Detroit

Dear Governor Snyder:

On April 4, 2012, the Detroit City Council adopted a Resolution which purported to approve entry by the City of Detroit into a Financial Stability Agreement with the State of Michigan. Subsequently the Agreement was signed by the Mayor of the City of Detroit, certain members of the Financial Advisory Board, the State Treasurer, and you. At the time that the City Council adopted the Resolution and the Mayor signed the Agreement, the elected City of Detroit officials were not advised that the State of Michigan owes payments to the City of Detroit for various debts, including outstanding utility bills.

Section 5(1)(f) of the Michigan Home Rule City Act, MCL 117.5(1)(f), provides that a city does not have power "to make a contract with, or give an official position to, one who is in default to the city." MCL 117.5(1)(f) became effective on, and has remained unchanged, since September 1, 1909. On February 10, 2010, the Michigan Attorney General opined that, under MCL 117.5(1)(f), "financial obligations to a city that would reasonably be encompassed within the term [default] include . . ."utility bills . . ."

This identical language in MCL 117.5(1)(f) was added to the 2012 Detroit City Charter, which became effective on January 1, 2012. It is codified as Section 2-113 and reads:

**Prohibition Against Entering Into Contracts or Giving Position to Those in Default.**

The City of Detroit, through its executive branch departments and legislative branch agencies, is prohibited from making a contract with, or giving an official position to, one who is in default to the City.

**EXHIBIT** *B*





Hon. Richard D. Snyder  
May 11, 2012  
Page 2

**CONFIDENTIAL AND PRIVILEGED**  
**ATTORNEY-CLIENT COMMUNICATION**

In accordance Section 7.5-209 of the 2012 Detroit City Charter, this is to notify you that, due to debts that the State of Michigan owed to the City prior to City Council adoption of its Resolution concerning, and the Mayor's execution of, the Financial Stability Agreement, the City was not authorized to enter into a binding contract with the State of Michigan. Therefore, the Financial Stability Agreement is void and unenforceable as a matter of law.


In order to protect the City's interests, this is a formal notice to you, as the State Treasurer, of the State of Michigan's obligation to pay the following outstanding debts due and owing to the City of Detroit:

- 1) A water bill for owed by the State of Michigan to the City of Detroit in the amount of approximately 4.75 Million Dollars; and
- 2) Revenue sharing owed by the State of Michigan to the City of Detroit in the amount of \$224 Million Dollars as admitted by the State Treasurer on January 3, 2012 during the "Inside Detroit" Show on WCHB.

Please be advised that we are in the process of gathering information relative to other outstanding debts owed by the State of Michigan to the City of Detroit. In the meanwhile, we request that your staff respond, in writing, to the above two delineated items no later than Friday, May 18, 2012.

Thank you for your attention to this matter.

Respectfully,

  
Krystal A. Crittendon  
Corporation Counsel

cc: Hon. Mayor Dave Bing  
Hon. Charles Pugh  
Hon. Gary Brown  
Hon. Saunteel Jenkins  
Hon. Kenneth V. Cockrel, Jr.  
Hon. Brenda Jones  
Hon. Andrey L. Spivey  
Hon. James Tate  
Hon. Kwame Kenyatta  
Hon. JoAnn Watson



CITY OF DETROIT  
LAW DEPARTMENT

KRYSTAL A. CRITTENDON  
CORPORATION COUNSEL  
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E-MAIL: CRITK@DETROITMI.GOV

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PHONE 313-224-4550 TTY:311  
FAX 313-224-5505  
WWW.DETROITMI.GOV

May 11, 2012

Via Facsimile and Certified U.S. Mail

Andrew J. Dillon  
State Treasurer  
State of Michigan  
430 W. Allegan Street  
Richard H. Austin Building.  
Lansing, Michigan 48933

RE: Financial Stability Agreement Between the State of Michigan and the City of Detroit

Dear Treasurer Dillon:

On April 4, 2012, the Detroit City Council adopted a Resolution which purported to approve entry by the City of Detroit into a Financial Stability Agreement with the State of Michigan. Subsequently the Agreement was signed by the Mayor of the City of Detroit, certain members of the Financial Advisory Board, the Governor and you. At the time that the City Council adopted the Resolution and the Mayor signed the Agreement, the elected City of Detroit officials were not advised that the State of Michigan owes payments to the City of Detroit for various debts, including outstanding utility bills.

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Andrew J. Dillon  
May 11, 2012  
Page 2

CONFIDENTIAL AND PRIVILEGED  
ATTORNEY-CLIENT COMMUNICATION

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In order to protect the City's interests, this is a formal notice to you, as the State Treasurer, of the State of Michigan's obligation to pay the following outstanding debts due and owing to the City of Detroit:

- 1) A water bill for owed by the State of Michigan to the City of Detroit in the amount of approximately 4.75 Million Dollars; and
- 2) Revenue sharing owed by the State of Michigan to the City of Detroit in the amount of \$224 Million Dollars as admitted by you on January 3, 2012 during the "Inside Detroit" Show on WCHB.

Please be advised that we are in the process of gathering information relative to other outstanding debts owed by the State of Michigan to the City of Detroit. In the meanwhile, we request that you respond, in writing, to the above two delineated items no later than Friday, May 18, 2012.

Thank you for your attention to this matter.

Respectfully,

  
Krystal A. Crittendon  
Corporation Counsel

cc: Hon. Mayor Dave Bing  
Hon. Charles Pugh  
Hon. Gary Brown  
Hon. Saunteel Jenkins  
Hon. Kenneth V. Cockrel, Jr.  
Hon. Brenda Jones  
Hon. Andrey L. Spivey  
Hon. James Tate  
Hon. Kwame Kenyatta  
Hon. JoAnn Watson



STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

RICK SNYDER  
GOVERNOR

ANDY DILLON  
STATE TREASURER

May 16, 2012

---

Krystal A. Crittendon  
Corporation Counsel for the City of Detroit  
660 Woodward Avenue, Suite 1650  
Detroit, Michigan 48226-3535

Re: Financial Stability Agreement between the State and City of Detroit

Dear Ms. Crittendon:

This letter is in response to your letter dated May 11, 2012 in which you contend that the Financial Stability Agreement (FSA) is "void and unenforceable as a matter of law" because you claim that the State has outstanding "debts" to the City. This contention is based on a dispute regarding a water bill from 2010 and the State's past reduction in revenue sharing to the City. You cite MCL 117.5(1)(f) of the Michigan Home Rule City Act, which provides that a city may not enter a contract with "one who is in default," and further cite the 2012 Detroit City Charter, § 2-113, which adopted language from this statute.

Before addressing these claims, it is important to note that the FSA was created to provide citizens with assurances that Detroit would begin to tackle the severe financial problems that have plagued the city for decades and provide residents with the services that they deserve. It was crafted through a collaborative effort between the State, through the Governor-appointed City of Detroit Financial Review Team, and the City's elected Mayor and Council. The willingness of Mayor Dave Bing and the Detroit City Council to come to this agreement shows their commitment to reach the long sought-after goal of financial stability in Detroit.

The claims that the agreement is "void and unenforceable" based on debts owed to the city are confusing in light of applicable law and the facts at hand. From both a legal and common sense perspective, the FSA is a valid and enforceable contract, and necessary for Detroit to begin to move forward. Because the City voluntarily entered into the agreement, and all the facts cited in your letter as the basis for it being "void and unenforceable" were known to you and the City at that time, we must assume that the claim made in your letter is based upon some sort of

misunderstanding. It naturally remains our intent to move forward in resolving the City's severe financial problems under the terms of the FSA.

To be clear, the State is not in default to the City.

Assuming for purposes of a response only that MCL 117.5(1)(f) would ~~foreclose a municipality from entering into a contract with another governmental~~ entity that is in "default," there is no basis to claim that the State has defaulted on its obligations to the City. Consistent with Attorney General Opinion No. 7241, a "default" under that provision arises where "[a] person has failed to meet a financial, contractual, or other obligation to the city after adequate notice of the obligation and opportunity to cure it were provided to the person *and the obligation is not the subject of a pending judicial or administrative proceeding.*" OAG, No. 7241, February 10, 2010, p. 108 (emphasis added).

With respect to the "\$4.75 million" water bill from 2010, this matter is currently the subject of an administrative hearing under the caption, *In the Matter of Deborah Gillis v. Detroit Water and Sewerage Department* (Hearing No. 1527). As you know, on March 1, 2012, the hearing officer adjourned the hearing date to enable the parties to exchange documentation. The issue about any obligation of the State to make payment here is disputed and is the subject of a pending administrative proceeding. There is no "default."

With respect to the State's reduction in statutory revenue sharing to the City, there is no legal obligation for the State to maintain statutory revenue sharing payments to the City at a specific level. The State has no outstanding debt of \$224 million to the City. The administration worked with the City and the legislature last year to enact Public Acts 56 and 57 to enable the city to collect \$120,000,000 in city income tax and \$42,000,000 in utility users tax that they would not have been legally able to given its decrease in Census population.

The State fully anticipates that the City will meet its obligations under the financial stability agreement. The agreement itself outlines the obligations of the parties under the agreement in 6.1 ("obligations of the parties"), and the process by which the Financial Advisory Board will determine if there is an uncured, material breach of the agreement under 6.2 ("material breach; default"). The agreement also provides for the remedies for an uncured material breach of this agreement, listing in (a) through (f), the actions that may be taken in response under 6.3.

The State is committed to the financial stability agreement, and to the success of the City of Detroit. The financial stability agreement is the linchpin to this success.

If you wish to discuss this matter further, please do not hesitate to contact my office and we can schedule a meeting to talk about the 2010 water bill, revenue sharing, or any other matter that you believe is relevant for the State to consider.

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Sincerely yours,



Andy Dillon  
State Treasurer

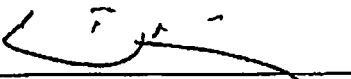
cc: Hon. Mayor Dave Bing  
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Hon. JoAnn Watson

AFFIDAVIT OF DANIEL WOITULEWICZ .

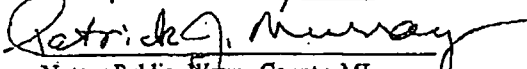
State of Michigan     )  
                                  )ss  
County of Wayne     )

Daniel Woitulewicz, being first duly sworn, deposes and says:

1. I am a City of Detroit Finance Department employee assigned to the Public Lighting Department. My current title is Manager I - Finance.
2. That I keep and maintain records in the scope of doing business and I have personal knowledge of accounts for the State of Michigan Department of Natural Resources and the Michigan Department of Transportation.
3. That I have examined the records of the Public Lighting Department related to unpaid accounts and the following invoices belonging to the State of Michigan Department of Natural Resources and the Michigan Department of Transportation are delinquent: 109072, 115832, 116278, 116728, 118068, 119046, 121000, 124564, 34829, 94905, 97138, 120547, 121080.
4. Accounts described in paragraph 3 above were open and delinquent prior to April 1, 2012.
5. That the State of Michigan Department of Natural Resources and the Michigan Department of Transportation have been billed for the amounts due on the delinquent accounts but they have failed to pay.
6. The records reflect that the current delinquent balances on the above described accounts total \$39,730.58.
7. The forgoing statements are true to the best of my knowledge, information and belief.

  
Daniel Woitulewicz

Subscribed and sworn to before me  
this 24th day of May 2012

  
Notary Public, Wayne County, MI  
My Commission Expires: 3-19-18

**AFFIDAVIT OF JAMES CANTY**

I, James Canty being first duly sworn depose and says as follows:

1. I am employed by the City of Detroit as the Department Manager II of the Parking Violation Bureau.
2. The Parking Violation Bureau is an entity within the Municipal Parking Department, a Department of the City of Detroit.
3. The Parking Violation Bureau keeps and maintains records in the scope and course of doing business.
4. I have reviewed the records of the Parking Violation Bureau and as of April 1, 2011, the State of Michigan owed the City of Detroit for the following unpaid parking tickets.

Ticket Numbers	Amount due
Z 11339624	\$30.00
Z 11071664	\$30.00
Z 08661424	\$20.00
Z 05853676	\$20.00
Z 05432490	\$30.00
Z 03866752	\$30.00
Z 03150486	\$30.00
Z 01055622	\$20.00



Z 01289691	\$20.00
M 25513865	\$30.00
J 61331340	\$30.00
J 61145954	\$30.00
M 13695242	\$20.00
M 47552643	\$20.00
J 60726396	\$30.00
J 60563580	\$30.00
M 2536075	\$20.00
M 25344955	\$20.00
M 44581396	\$30.00
M 25332565	\$30.00
M 25331423	\$30.00
M 02379624	\$30.00
M 10298094	\$20.00
M 50456523	\$20.00
M 36246103	\$30.00
M 49205262	\$20.00
M 10275930	\$30.00
M 32533782	\$30.00
M 50439093	\$30.00
M 50428276	\$30.00

M 16705150	\$30.00
M 37440885	\$30.00
M 10248884	\$30.00
M 22535892	\$20.00
B 6090	\$25.00
M 48625942	\$30.00
M 30156486	\$20.00
Z 02987666	\$30.00
Z 02382951	\$20.00
Z 01037960	\$20.00
M 44574703	\$30.00
E 00224814	\$30.00
M 25206300	\$30.00
M 50512626	\$20.00
Z 05742844	\$20.00
M 50461762	\$30.00
Z 03460973	\$20.00

5. The State of Michigan owes the City of Detroit as of April 1, 2012, One Thousand Two Hundred Dollars and 00/100 (\$1,225.00) for delinquent parking tickets.

6. The foregoing statements are true to the best of my knowledge, information and belief.

Further affiant sayeth not

*James Canty*

JAMES CANTY  
DEPARTMENT MANAGER II  
MUNICIPAL PARKING DEPARTMENT

Subscribed and sworn to before me  
this 23<sup>rd</sup> day of May, 2012.

*Patrick J. Murray*

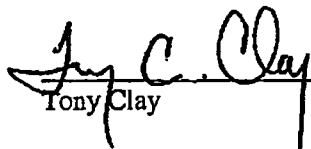
Notary Public, Wayne County, MI  
My Commission Expires 3-19-18

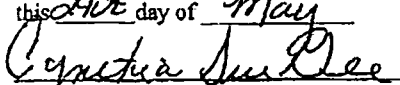
AFFIDAVIT OF TONY CLAY

State of Michigan )  
 )ss  
County of Wayne )

Tony Clay being first duly sworn, deposes and says:

1. I am a City of Detroit Finance Department employee and my current title is Administrative Supervisor of Licenses, Permits and Revenue Collection.
2. That I keep and maintain records in the scope of doing business and I have personal knowledge of accounts for the State of Michigan Department of Natural Resources and the Michigan Department of Transportation.
3. That I have examined the records of the Finance Department related to unpaid accounts referred to the Finance Department and unpaid invoices belonging to the State of Michigan Department of Natural Resources and the Michigan Department of Transportation are delinquent in the total amount of \$1,395,377.10.
4. Accounts described in paragraph 3 above were open and delinquent prior to April 1, 2012.
5. That the State of Michigan Department of Natural Resources and the Michigan Department of Transportation have been billed for the amounts due on the delinquent accounts but they have failed to pay.
6. The records reflect that the current delinquent balances on the above described accounts total \$1,395,377.10.
7. The forgoing statements are true to the best of my knowledge, information and belief.

  
Tony Clay

Subscribed and sworn to before me  
this 1st day of May  
  
Notary Public, Wayne County, MI  
My Commission Expires: 11-15-2018

CYNTHIA SUE GEE  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Nov 16, 2018  
ACTING IN COUNTY OF Wayne



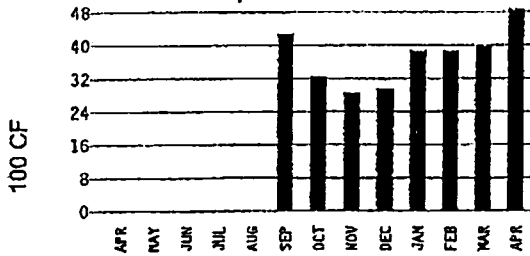
**BOARD OF WATER COMMISSIONERS**  
**City of Detroit**  
 PO Box 32711  
 Detroit, MI 48232-0711  
 www.dvwsd.org

Customer Service: (313) 267-8000  
 Mon-Fri 8:00 AM - 5:00 PM  
 24 Hour Emergency Number: (313) 267-7401

STATE OF MICHIGAN-DMB  
 ATTN: FINANCIAL SERVICES  
 P.O. BOX 30026  
 LANSING MI 48909-7526

Your water usage for this month was 4,800 CF  
 (which equals 35,906 Gallons).

Your water usage for the same time period last year was  
 0 CF (which equals 0 Gallons).



Your Water Usage History in 100 CF (100 CF = 748 Gallons)

**WATER METER INFORMATION**

Meter	From	To	#Days	Previous	Current	Usage
19000336	3/15/12	4/16/12	32	294	294 EST	48

**SPECIAL MESSAGE**

Your water usage history is not available to be printed on the bill prior to the installation of the new metering technology. If this information is needed, please contact Customer Service at 313-267-8000 and a water consumption history can be mailed.

\*\* This is a Duplicate Bill. Any unpaid Utility Charges are \*\*  
 \*\* subject to a 5% Penalty after Penalty Date. \*\*

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT; PAYABLE TO THE BOARD OF WATER COMMISSIONERS  
 When paying in person, please bring entire bill. Always include your account number on your check or money order. If paying by mail, please allow 3 to 5 business days for processing.

**ACCOUNT INFORMATION**

ACCOUNT NUMBER 30-0541.300  
 SERVICE ADDRESS 19900 WOODWARD AVE  
 SERVICE PERIOD 03/15/2012 to 04/16/2012  
 BILLING DATE 04/20/2012

**ACCOUNT INFORMATION**

CUSTOMER CLASS CITY COMMERCIAL  
 ACCOUNT NUMBER 30-0541.300  
 SERVICE ADDRESS 19900 WOODWARD AVE  
 SERVICE PERIOD 03/15/2012 to 04/16/2012  
 BILLING DATE 04/20/2012

**ACCOUNT ACTIVITY**

PREVIOUS BALANCE 4,785,816.77  
 TOTAL PAID SINCE LAST BILL 910.91CR  
 LATE FEE 7.43  
 ACCOUNT BALANCE 4,784,913.29  
 CURRENT WATER CHARGES  
 Water Usage 83.97  
 Water Service Charge 240.50  
 Water Subtotal 324.47  
 CURRENT SEWER CHARGES  
 Sewerage Disposal 177.36  
 Sewerage Service Charge 4.40  
 Sewer Subtotal 181.76  
 Total Amount Due 506.23  
 New Actual Account Balance 4,785,419.52

**ACCOUNT BALANCE**

AMOUNT DUE \$506.23  
 AMOUNT PAST DUE \$4,784,913.29  
 TOTAL AMOUNT DUE \$4,785,419.52

\*\*\* PAST DUE NOTICE \*\*\*  
 If past due balance is not paid immediately  
 service is subject to disconnection

**AMOUNT DUE**

TOTAL AMOUNT DUE \$4,785,419.52  
 DUE DATE 05/15/2012

**AMOUNT ENCLOSED**

STATE OF MICHIGAN-DMB  
 ATTN: FINANCIAL SERVICES  
 P.O. BOX 30026  
 LANSING MI 48909-7526

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EXHIBIT D4